



**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 27, 2018**  
**9:30 AM**

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOTION TO APPROVE AGENDA**
- 4. AWARDS AND PRESENTATIONS**
- 5. PUBLIC COMMENT**

**A. Citizen Communication**

**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 February 9-16, 2018
- B.** Minutes of the Commissioners' Proceedings from February 20, 2018
- C.** Resolution Accepting a Warranty Deed from Albert A. Aragon and Diane C. Aragon to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)

- D.** Resolution Approving an Intergovernmental Agreement between the City of Thornton and Adams County, Colorado Related to Adams County 88th Avenue Open Space and Thornton Parkway  
(File approved by ELT)
- E.** Resolution Approving State of Colorado, Department of Local Affairs, Energy/Mineral Impact Assistance Fund 8672 Grant Agreement for the Cathy Shipley Best and Brightest Internship Program  
(File approved by ELT)
- F.** Resolution Approving Right-of-Way Agreement between Adams County and Anton F. Fleith and Ronnie McConnell, for Property Necessary for the York Street Improvements Project- York Street from East 78th Avenue to Highway 224  
(File approved by ELT)
- G.** Resolution Accepting Warranty Deed Conveying Property from Phillip Mendoza to Adams County for the Dedication of Road Right of Way for York Street  
(File approved by ELT)
- H.** Resolution Accepting Warranty Deed Conveying Property from 74th Avenue Limited Partnership to Adams County for the Dedication of Road Right of Way for York Street  
(File approved by ELT)
- I.** Resolution Accepting Warranty Deed Conveying Property from GGRG, LLC, to Adams County for the Dedication of Road Right of Way for York Street and East 74th Avenue  
(File approved by ELT)
- J.** Resolution Accepting Warranty Deed Conveying Property from Derek R. Metcalfe to Adams County for the Dedication of Road Right of Way for York Street and East 77th Avenue  
(File approved by ELT)
- K.** Resolution Accepting Warranty Deed Conveying Property from Sun Enterprises, Inc., to Adams County for the Dedication of Road Right of Way for York Street  
(File approved by ELT)
- L.** Resolution Accepting Warranty Deed Conveying Property from James Lee Ruscetta and Margaret Ann Rose to Adams County for the Dedication of Road Right of Way for York Street  
(File approved by ELT)
- M.** Resolution Accepting a Warranty Deed from Harold D. Hosmer to Adams County Conveying Property for Right-of-Way Purposes  
(File approved by ELT)
- N.** Resolution Accepting a Special Warranty Deed Conveying Property from Linette May Brozovich to Adams County for Right-of-Way Purposes  
(File approved by ELT)
- O.** Resolution Approving an Intergovernmental Agreement for the Provision of Law Enforcement and Administrative Personnel between the Adams County Sheriff's Office and the City of Brighton, Colorado  
(File approved by ELT)
- P.** Resolution Approving an Intergovernmental Agreement for the Provision of Law Enforcement and Administrative Personnel between the Adams County Sheriff's Office and Commerce City, Colorado  
(File approved by ELT)

- Q.** Resolution Approving an Intergovernmental Agreement for the Provision of Law Enforcement and Administrative Personnel between the Adams County Sheriff's Office and the City of Northglenn, Colorado  
(File approved by ELT)
- R.** Resolution Approving the 2018 Agreement between Colorado Rangers Law Enforcement Shared Reserve and the Adams County Sheriff's Office for Training  
(File approved by ELT)

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

- 1.** Resolution Approving Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority and its Capital Plan  
(File approved by ELT)
- 2.** Resolution Approving Intergovernmental Agreement between Adams County and the City of Aurora Regarding Non-Use of Urban Renewal Adjacent to the Aerotropolis Regional Transportation Authority  
(File approved by ELT)

**B. COUNTY ATTORNEY**

**8. LAND USE HEARINGS**

**A. Cases to be Heard**

- 1.** PUD2017-00002 Pomponio Preliminary Development Plan Amendment  
(File approved by ELT)

**9. ADJOURNMENT**

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**

**County of Adams**  
**Net Warrant by Fund Summary**

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	1,210,564.59
6	Equipment Service Fund	31,612.89
13	Road & Bridge Fund	6,704.76
19	Insurance Fund	264,496.34
24	Conservation Trust Fund	14,457.73
27	Open Space Projects Fund	20,454.80
28	Open Space Sales Tax Fund	954,369.00
30	Community Dev Block Grant Fund	502,036.49
31	Head Start Fund	20,099.04
34	Comm Services Blk Grant Fund	9,821.06
35	Workforce & Business Center	5,469.69
43	Front Range Airport	19,215.74
50	FLATROCK Facility Fund	26,895.53
		<u>3,086,197.66</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>
00719996	3020	BENNETT TOWN OF	02/09/18	70.67
00719997	491853	CENTER POINT ENERGY SERVICES R	02/09/18	2,641.17
00719998	491853	CENTER POINT ENERGY SERVICES R	02/09/18	5,344.40
00719999	491853	CENTER POINT ENERGY SERVICES R	02/09/18	2,277.80
00720000	491853	CENTER POINT ENERGY SERVICES R	02/09/18	15,453.55
00720001	13932	SOUTH ADAMS WATER & SANITATION	02/09/18	143.66
00720002	4755	THORNTON CITY OF WATER & SEWER	02/09/18	181.45
00720003	1007	UNITED POWER (UNION REA)	02/09/18	21,076.54
00720004	1007	UNITED POWER (UNION REA)	02/09/18	61.85
00720005	1007	UNITED POWER (UNION REA)	02/09/18	1,608.77
00720006	1007	UNITED POWER (UNION REA)	02/09/18	121.08
00720007	1007	UNITED POWER (UNION REA)	02/09/18	28.98
00720008	1007	UNITED POWER (UNION REA)	02/09/18	159.34
00720009	1007	UNITED POWER (UNION REA)	02/09/18	7,455.02
00720010	1007	UNITED POWER (UNION REA)	02/09/18	1,375.26
00720011	1007	UNITED POWER (UNION REA)	02/09/18	5,396.99
00720012	1007	UNITED POWER (UNION REA)	02/09/18	8,652.58
00720013	1007	UNITED POWER (UNION REA)	02/09/18	83.92
00720014	1007	UNITED POWER (UNION REA)	02/09/18	20,007.13
00720015	1007	UNITED POWER (UNION REA)	02/09/18	695.45
00720020	46796	WESTMINSTER CITY OF	02/09/18	743.58
00720021	46796	WESTMINSTER CITY OF	02/09/18	36.06
00720022	46796	WESTMINSTER CITY OF	02/09/18	1,727.29
00720023	13822	XCEL ENERGY	02/09/18	282.24
00720024	13822	XCEL ENERGY	02/09/18	8,844.41
00720025	13822	XCEL ENERGY	02/09/18	10,262.74
00720026	13822	XCEL ENERGY	02/09/18	1,045.72
00720027	13822	XCEL ENERGY	02/09/18	44.57
00720028	13822	XCEL ENERGY	02/09/18	632.50
00720029	13822	XCEL ENERGY	02/09/18	664.89
00720030	13822	XCEL ENERGY	02/09/18	987.20
00720031	13822	XCEL ENERGY	02/09/18	444.63
00720032	13822	XCEL ENERGY	02/09/18	583.92
00720033	13822	XCEL ENERGY	02/09/18	1,724.33
00720034	13822	XCEL ENERGY	02/09/18	1,315.06
00720035	13822	XCEL ENERGY	02/09/18	246.78

## 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>
00720036	13822	XCEL ENERGY	02/09/18	438.78
00720038	35974	ADAMS COUNTY TREASURER	02/12/18	2,774.17
00720039	433987	ADCO DISTRICT ATTORNEY'S OFFIC	02/12/18	473.07
00720041	537341	BROWN LESLEY	02/12/18	36.30
00720042	463401	BUSH MELVIN E	02/12/18	65.00
00720043	647801	CML SECURITY LLC	02/12/18	13,333.33
00720045	5407	COLO DEPT OF LABOR & EMPLOYME	02/12/18	95.00
00720046	612089	COMMERCIAL CLEANING SYSTEMS	02/12/18	75,808.43
00720048	680213	COUTURE JENNIFER	02/12/18	80.00
00720049	12577	CUMMINS ALLISON CORP	02/12/18	316.00
00720050	248103	DS WATERS OF AMERICA INC	02/12/18	764.04
00720052	668805	FRAZIER KEVIN	02/12/18	7.00
00720053	645424	GARCIA JUAN ALBERTO	02/12/18	65.00
00720054	679990	GERIATRIC AND FAMILY MEDICINE	02/12/18	124.50
00720055	675517	GREEN THOMAS D	02/12/18	65.00
00720056	278010	HART JULIE	02/12/18	26.25
00720057	278010	HART JULIE	02/12/18	48.00
00720059	215623	JEFFERSON COUNTY TREASURER	02/12/18	5,310.00
00720060	293293	LEATHERS CAROLYN	02/12/18	78.75
00720061	293293	LEATHERS CAROLYN	02/12/18	213.75
00720062	637831	MCCREARY RAPHAEL	02/12/18	65.00
00720064	629199	ORTIZ, EMILIANO SANTIAGO	02/12/18	409.00
00720066	44703	QUICKSILVER EXPRESS COURIER	02/12/18	236.21
00720068	362064	SAUTER VINCENT	02/12/18	29.98
00720069	281167	SPECTRA CONTRACT FLOORING SERV	02/12/18	3,125.00
00720071	414086	SQUEEGEE SQUAD	02/12/18	465.00
00720072	599714	SUMMIT FOOD SERVICE LLC	02/12/18	185.94
00720073	66264	SYSTEMS GROUP	02/12/18	1,400.00
00720075	41127	THYSSENKRUPP ELEVATOR CORP	02/12/18	6,514.25
00720076	514923	VANINO SHERI DR LLC	02/12/18	275.00
00720077	91631	ADAMSON POLICE PRODUCTS	02/12/18	1,768.20
00720078	322973	ARMORED KNIGHTS INC	02/12/18	1,994.64
00720079	37266	CENTURY LINK	02/12/18	88.99
00720080	37869	CHIEF SUPPLY CORPORATION	02/12/18	4,166.35
00720081	647801	CML SECURITY LLC	02/12/18	13,333.33
00720083	2157	COLO OCCUPATIONAL MEDICINE PHY	02/12/18	215.00

## 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>
00720084	35867	ELDORADO ARTESIAN SPRINGS INC	02/12/18	13.50
00720085	24524	E470 PUBLIC HIGHWAY AUTHORITY	02/12/18	256.20
00720086	47723	FEDEX	02/12/18	146.67
00720087	197938	FIRST CALL OF COLO	02/12/18	10,100.00
00720088	671123	FOUND MY KEYS	02/12/18	1,565.00
00720089	12689	GALLS LLC	02/12/18	3,386.19
00720090	258674	GO UP ELEVATOR INSPECTION SERV	02/12/18	600.00
00720091	294059	GROUNDS SERVICE COMPANY	02/12/18	1,137.50
00720092	373931	HALOGEN SOFTWARE INC	02/12/18	6,781.91
00720093	35092	INDUSTRIAL BURNER SERVICE INC	02/12/18	65.33
00720094	40843	LANGUAGE LINE SERVICES	02/12/18	647.80
00720095	40928	MAINTSTAR INC	02/12/18	4,875.89
00720096	124449	NMS LABS	02/12/18	9,018.00
00720097	516994	PARK 12 HUNDRED OWNERS ASSOCIA	02/12/18	22,582.64
00720098	163837	PTS OF AMERICA LLC	02/12/18	400.00
00720099	90872	REEVES COMPANY INC	02/12/18	169.82
00720100	574170	SCHULTZ PUBLIC AFFAIRS LLC	02/12/18	4,333.33
00720101	13538	SHRED IT USA LLC	02/12/18	110.46
00720102	51001	SOUTHLAND MEDICAL LLC	02/12/18	2,891.79
00720103	42818	STATE OF COLORADO	02/12/18	9,387.02
00720104	42818	STATE OF COLORADO	02/12/18	298.90
00720105	42818	STATE OF COLORADO	02/12/18	592.23
00720106	42818	STATE OF COLORADO	02/12/18	35.29
00720107	93290	STOEFLER REBECCA E	02/12/18	540.00
00720108	599714	SUMMIT FOOD SERVICE LLC	02/12/18	65,395.29
00720109	293662	SUMMIT LABORATORIES INC	02/12/18	890.00
00720110	66264	SYSTEMS GROUP	02/12/18	2,438.00
00720111	37005	TOSHIBA BUSINESS SOLUTIONS	02/12/18	1,820.16
00720112	666214	TYGRETTE DEBRA R	02/12/18	402.00
00720113	117701	UNIPATH	02/12/18	1,699.00
00720114	603086	UNIVERSITY PHYSICIANS SPECIALT	02/12/18	1,383.00
00720115	362387	VIDEOLINK INC	02/12/18	3,098.00
00720116	446423	BRUMBAUGH & QUANDAHL	02/12/18	19.00
00720117	679999	CREDIT SERVICE COMPANY	02/12/18	19.00
00720118	671574	GALLEGOS LACIE	02/12/18	19.00
00720119	680000	GASCA MARIBEL	02/12/18	33.00

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1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720120	358482	HOLST AND BOETTCHER	02/12/18	38.00
00720121	166679	LEACHMAN, MARK A	02/12/18	19.00
00720122	218854	MACHOL & JOHANNESLLC	02/12/18	19.00
00720123	218854	MACHOL & JOHANNESLLC	02/12/18	19.00
00720124	305419	MIDLAND FUNDING LLC	02/12/18	38.00
00720125	230952	MILLER COHEN PETERSON YOUNG P.	02/12/18	19.00
00720126	635337	SAYER LAW GROUP	02/12/18	203.00
00720127	680001	SCHWARTZ AND STAFFORD	02/12/18	19.00
00720128	680002	SMITH STEFAN LEVY	02/12/18	19.00
00720129	673303	SUTTON CORRIE LYNN	02/12/18	19.00
00720130	680003	TAPIA DELGADO ARTURO	02/12/18	19.00
00720131	23977	VINCI LAW OFFICE	02/12/18	19.00
00720132	57887	WYN T TAYLOR	02/12/18	19.00
00720133	679690	BROWN RANDY C	02/12/18	19.00
00720134	263238	FOSTER GRAHAM MILSTEIN AND CAL	02/12/18	126.00
00720135	679691	KISKE LAW OFFICE LLC	02/12/18	19.00
00720136	166679	LEACHMAN, MARK A	02/12/18	19.00
00720137	218854	MACHOL & JOHANNESLLC	02/12/18	19.00
00720138	230952	MILLER COHEN PETERSON YOUNG P.	02/12/18	38.00
00720139	679692	POLLACK CHRISTOPHER	02/12/18	19.00
00720140	679693	REMSIK RONALD	02/12/18	126.00
00720141	679694	ROBINSON AND HENRY	02/12/18	192.00
00720142	49549	SAILAS JASON	02/12/18	19.00
00720143	679695	SPECIALIZED ATTORNEY SERVICES	02/12/18	19.00
00720144	71946	SPRINGMAN, BRADEN, WILSON & PO	02/12/18	132.00
00720145	218715	TSCHETTER HAMRICK SULZER	02/12/18	1,716.00
00720146	679696	WALTERS MELISSA JEAN	02/12/18	19.00
00720147	679697	XU MING	02/12/18	19.00
00720148	5407	COLO DEPT OF LABOR & EMPLOYME	02/12/18	30.00
00720149	5407	COLO DEPT OF LABOR & EMPLOYME	02/12/18	30.00
00720150	5407	COLO DEPT OF LABOR & EMPLOYME	02/12/18	35.00
00720186	383698	ALLIED UNIVERSAL SECURITY SERV	02/12/18	1,451.52
00720188	319336	DENVER INDIAN FAMILY RESOURCE	02/12/18	7,200.00
00720190	13593	KAISER PERMANENTE	02/12/18	9,050.00
00720192	42881	NORTHGLENN CITY OF	02/12/18	493,394.00
00720193	671309	O'CONNOR DREW	02/12/18	79.57

## 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>
00720194	418286	PRECIOUS CHILD	02/12/18	1,750.00
00720195	665373	RYLIND MANUFACTURING INC	02/12/18	6,041.00
00720197	46792	SECURE HORIZONS	02/12/18	1,500.00
00720199	240959	UNITED HEALTHCARE	02/12/18	7,250.00
00720212	91631	ADAMSON POLICE PRODUCTS	02/14/18	1,956.00
00720213	630412	ADVANCED LAUNDRY SYSTEMS	02/14/18	356.25
00720215	9902	CHEMATOX LABORATORY INC	02/14/18	55.00
00720218	374481	MASTERS TOUCH LLC	02/14/18	33,624.18
00720219	51274	MCDONALD YONG HUI V	02/14/18	5,745.00
00720221	93018	MURPHY RICK	02/14/18	5,465.08
00720222	32509	NCS PEARSON INC	02/14/18	435.50
00720223	12691	PEARL COUNSELING ASSOCIATES	02/14/18	9,342.23
00720224	176327	PITNEY BOWES	02/14/18	1,239.21
00720225	358491	SETCOM CORPORATION	02/14/18	5,448.04
00720226	599714	SUMMIT FOOD SERVICE LLC	02/14/18	33,563.14
00720227	45714	TENNANT SALES & SERVICE	02/14/18	222.00
00720228	24560	WIRELESS ADVANCED COMMUNICATIO	02/14/18	185.00
00720231	90334	BIG DRY CREEK WATERSHED ASSN	02/14/18	3,700.00
00720233	241207	CLIFTONLARSONALLEN LLP	02/14/18	30,875.00
00720236	660845	DENVER CONCRETE COMPANY	02/14/18	6,692.50
00720238	453327	LATPRO INC	02/14/18	566.67
00720240	88393	RECRUITING.COM	02/14/18	510.00
00720245	1588	AWARD COMPANY OF AMERICA	02/15/18	229.30
00720249	13160	BRIGHTON CITY OF (WATER)	02/15/18	83.72
00720250	13160	BRIGHTON CITY OF (WATER)	02/15/18	21,395.53
00720262	289494	HENRY EVA J	02/15/18	298.00
00720264	118367	HODGE MARY	02/15/18	467.00
00720267	13719	MORGAN COUNTY REA	02/15/18	411.86
00720269	46296	ODORISIO STEVEN	02/15/18	212.00
00720276	13949	STRASBURG SANITATION	02/15/18	95.70
00720282	13822	XCEL ENERGY	02/15/18	4,138.29
00720283	13822	XCEL ENERGY	02/15/18	3,739.16
00720284	13822	XCEL ENERGY	02/15/18	3,777.73
00720285	13822	XCEL ENERGY	02/15/18	2,915.82
00720286	13822	XCEL ENERGY	02/15/18	6,376.06
00720287	13822	XCEL ENERGY	02/15/18	5,811.90

## 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>
00720288	13822	XCEL ENERGY	02/15/18	6,813.45
00720289	13822	XCEL ENERGY	02/15/18	8,211.94
00720290	13822	XCEL ENERGY	02/15/18	512.77
00720291	13822	XCEL ENERGY	02/15/18	886.01
00720292	13822	XCEL ENERGY	02/15/18	1,613.07
00720294	167784	BRANDT STEPHANIE S	02/15/18	33.79
00720295	7998	BRIGHTON CHAMBER OF COMMERCE	02/15/18	3,000.00
00720297	166025	CHILDRENS HOSPITAL	02/15/18	3,200.00
00720298	30309	COLO DEPT OF AGRICULTURE/ICS	02/15/18	120.00
00720299	248103	DS WATERS OF AMERICA INC	02/15/18	624.08
00720300	418312	DUNCAN NANCY	02/15/18	143.75
00720302	346534	FIRST CHOICE COFFEE SERVICES	02/15/18	212.35
00720303	483578	HEIT TALIA	02/15/18	36.30
00720304	105431	MIRAGE RECOVERY SERVICE	02/15/18	432.50
00720305	53344	MONARES DANIEL A	02/15/18	220.00
00720306	13529	NIELSEN SUSAN G	02/15/18	220.00
00720307	13422	NORTHGLENN AMBULANCE	02/15/18	289.80
00720308	214735	PITNEY BOWES PURCHASE POWER	02/15/18	724.39
00720309	13538	SHRED IT USA LLC	02/15/18	83.14
00720310	508977	SIGMAN RONALD	02/15/18	143.00
00720311	33604	STATE OF COLORADO	02/15/18	311.12
00720312	76394	SYMBOL ARTS	02/15/18	800.00
00720314	28617	VERIZON WIRELESS	02/15/18	3,349.11
00720315	24559	WHYTOCK JEREMY J	02/15/18	220.00
00720316	433987	ADCO DISTRICT ATTORNEY'S OFFIC	02/16/18	510.48
00720317	327129	AIRGAS USA LLC	02/16/18	59.05
00720318	9423	BOULDER COUNTY EXTENSION OFFIC	02/16/18	40.00
00720321	40398	CINTAS CORPORATION #66	02/16/18	138.03
00720322	105110	CULLIGAN	02/16/18	588.00
00720323	278407	DEEP ROCK WATER	02/16/18	62.14
00720326	680181	GONZALES ANASTASHA	02/16/18	400.00
00720327	222141	HOSTETTER JENNIFER	02/16/18	94.39
00720328	629063	HOYA FOUNDATION	02/16/18	10,000.00
00720329	298306	HUPFER DETOR LEVON	02/16/18	47.96
00720331	678026	JUAREZ SANCHEZ DIANA	02/16/18	143.66
00720332	13635	LOWER CLEAR CREEK DITCH	02/16/18	6,075.00

## 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>
00720334	38974	MINUTEMAN PRESS-BRIGHTON	02/16/18	65.01
00720335	13591	MWI VETERINARY SUPPLY CO	02/16/18	7,859.32
00720336	13774	NORTH PECOS WATER & SANITATION	02/16/18	40.39
00720337	42881	NORTHGLENN CITY OF	02/16/18	56.00
00720338	669732	PATTERSON VETERINARY SUPPLY IN	02/16/18	50.49
00720340	44703	QUICKSILVER EXPRESS COURIER	02/16/18	39.29
00720341	308437	RANDSTAD US LP	02/16/18	714.89
00720342	3752	REGIONAL AIR QUALITY COUNCIL	02/16/18	10,000.00
00720343	430098	REPUBLIC SERVICES #535	02/16/18	3,395.22
00720345	58925	SERVICIOS DE LA RAZA INC	02/16/18	1,500.00
00720346	13538	SHRED IT USA LLC	02/16/18	188.70
00720349	628772	TUCKER JENNIFER	02/16/18	403.46
00720350	13822	XCEL ENERGY	02/16/18	10.72
00720351	13822	XCEL ENERGY	02/16/18	319.37
00720352	13822	XCEL ENERGY	02/16/18	70.99
00720353	13822	XCEL ENERGY	02/16/18	33.48
00720354	13822	XCEL ENERGY	02/16/18	10.98
00720355	13822	XCEL ENERGY	02/16/18	241.33
00720356	520105	BRUSH POLICE DEPARTMENT	02/16/18	48.00
00720357	226346	JEFFERSON COUNTY CHILD SUPPORT	02/16/18	77.00
00720358	215818	NORTHGLENN POLICE DEPARTMENT	02/16/18	400.00
<b>Fund Total</b>				<b>1,210,564.59</b>

## 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>
00720058	491796	HRT ENTERPRISES LLC	02/12/18	630.00
00720070	44972	SPURRIER MICHAEL	02/12/18	170.04
00720185	23962	ACS MANAGEMENT LLC	02/12/18	3,900.00
00720189	346750	FACTORY MOTOR PARTS	02/12/18	7,526.00
00720196	16237	SAM HILL OIL INC	02/12/18	16,882.37
00720206	11657	A & E TIRE INC	02/13/18	1,469.27
00720207	295403	ABRA AUTO BODY & GLASS	02/13/18	559.28
00720247	518705	BOHANNAN BRIAN	02/15/18	388.04
00720280	535601	WELP VENCIL	02/15/18	87.89
			<b>Fund Total</b>	<b>31,612.89</b>



Net Warrants by Fund Detail

13

Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720237	13771	JOE'S TOWING & RECOVERY	02/14/18	65.00
00720301	293701	DURAN EXCAVATING INC	02/15/18	6,639.76
<b>Fund Total</b>				<b>6,704.76</b>

## Net Warrants by Fund Detail

**19**      **Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720082	17565	COLO FRAME & SUSPENSION	02/12/18	6,210.15
00720187	419839	CAREHERE LLC	02/12/18	42,395.95
00720191	13593	KAISER PERMANENTE	02/12/18	76,958.28
00720198	46792	SECURE HORIZONS	02/12/18	16,659.12
00720200	37507	UNITED HEALTHCARE	02/12/18	3,999.60
00720201	240959	UNITED HEALTHCARE	02/12/18	32,062.63
00720209	13297	COLO STATE TREASURER	02/13/18	24,475.70
00720210	61609	DAVIS GRAHAM & STUBBS LLP	02/13/18	16,736.44
00720211	61886	NATHAN DUMM & MAYER PC	02/13/18	1,086.31
00720230	86298	BERG HILL GREENLEAF & RUSCITTI	02/14/18	13,760.02
00720234	13663	DELTA DENTAL PLAN OF COLO	02/14/18	12,130.11
00720242	240958	UNITED HEALTHCARE	02/14/18	15,567.70
00720243	11552	VISION SERVICE PLAN-CONNECTICU	02/14/18	354.33
00720266	174580	MILE HIGH FITNESS	02/15/18	2,100.00
<b>Fund Total</b>				<b>264,496.34</b>

**County of Adams**  
**Net Warrants by Fund Detail**

24

**Conservation Trust Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720347	266133	STREAM DESIGN LLC	02/16/18	14,457.73
<b>Fund Total</b>				<b>14,457.73</b>

Net Warrants by Fund Detail

27

Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720324	226453	FRONT RANGE LANDFILL INC	02/16/18	10,964.80
00720333	13635	LOWER CLEAR CREEK DITCH	02/16/18	8,550.00
00720344	14189	RW BAYER & ASSOCIATES	02/16/18	940.00
<b>Fund Total</b>				<b>20,454.80</b>

**County of Adams**  
**Net Warrants by Fund Detail**

28      **Open Space Sales Tax Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720330	44309	HYLAND HILLS PARKS & REC DISTR	02/16/18	954,369.00
			<b>Fund Total</b>	<b>954,369.00</b>

Net Warrants by Fund Detail

30      Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720208	3827	BROTHERS REDEVELOPMENT INC	02/13/18	2,000.00
00720216	229743	CRESTVIEW WATER & SANITATION D	02/14/18	63,580.00
00720217	1369	DENVER WATER	02/14/18	436,420.00
00720220	73648	METROWEST NEWSPAPERS	02/14/18	36.49
<b>Fund Total</b>				<b>502,036.49</b>

## Net Warrants by Fund Detail

31

Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720232	327914	CESCO LINGUISTIC SERVICE INC	02/14/18	395.50
00720235	45567	DENVER CHILDREN'S ADVOCACY CTR	02/14/18	2,749.78
00720239	79121	MEADOW GOLD DAIRY	02/14/18	2,201.10
00720241	13770	SYSCO DENVER	02/14/18	4,537.67
00720244	8801361	ADAMS COUNTY SHERIFF DEPT	02/15/18	5.00
00720246	595225	BLEA LAURIE	02/15/18	3.32
00720248	45333	BRAGGS- JONES SHONDRELA	02/15/18	177.18
00720251	37266	CENTURY LINK	02/15/18	125.28
00720252	37266	CENTURY LINK	02/15/18	98.84
00720253	37266	CENTURY LINK	02/15/18	1,130.89
00720254	37266	CENTURY LINK	02/15/18	337.09
00720255	37266	CENTURY LINK	02/15/18	132.37
00720256	152245	CHAVEZ MARIA M	02/15/18	46.98
00720257	33480	COLO BUREAU OF INVESTIGATION	02/15/18	237.00
00720258	5078	COLO DEPT OF HUMAN SERVICES	02/15/18	56.00
00720259	6551	FLASH FIRE PROTECTION INC	02/15/18	176.00
00720260	28726	G & K SERVICES	02/15/18	135.28
00720261	434213	HAGER MICHAEL	02/15/18	111.07
00720263	537346	HERHOLD MARK	02/15/18	19.57
00720265	157395	LUJAN MONICA	02/15/18	105.51
00720268	669211	NUGENT ANNELESE	02/15/18	86.93
00720270	371505	OLIVER LESLIE	02/15/18	82.35
00720271	1463	ORKIN PEST CONTROL	02/15/18	85.06
00720272	47685	ORTIZ REBECCA T	02/15/18	10.57
00720273	290050	RODRIGUEZ JAMIE	02/15/18	40.11
00720274	537347	SANCHEZ MARITZA	02/15/18	80.50
00720275	311839	SMITH DIANA	02/15/18	27.14
00720277	362358	THRIVE CENTER	02/15/18	175.00
00720278	37005	TOSHIBA BUSINESS SOLUTIONS	02/15/18	27.00
00720279	354139	WALMSLEY NATASHA	02/15/18	76.08
00720281	51121	WHISENANT ELISA A	02/15/18	29.81
00720293	430236	YANEZ ARTURO	02/15/18	39.35
00720296	245316	CARNATION BUILDING SERVICES IN	02/15/18	2,174.18
00720313	13770	SYSCO DENVER	02/15/18	3,684.03
00720320	327914	CESCO LINGUISTIC SERVICE INC	02/16/18	699.50

**Fund Total****20,099.04**

Net Warrants by Fund Detail

34

Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720339	189016	PROJECT ANGEL HEART	02/16/18	9,821.06
			<b>Fund Total</b>	<b>9,821.06</b>



## Net Warrants by Fund Detail

35

Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720040	13060	ADCO HUMAN SERVICES DEPT	02/12/18	328.93
00720214	35827	BANKS RACHEL	02/14/18	75.76
00720229	4936	ADAMS COUNTY ECONOMIC DEVELOP	02/14/18	5,000.00
00720319	681053	BROKER ANTIONETTE	02/16/18	25.00
00720325	645599	GALVAN MONICA	02/16/18	40.00
			<b>Fund Total</b>	<b>5,469.69</b>

## Net Warrants by Fund Detail

43Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720037	84430	AMERICAN FIRST AID & SAFETY	02/12/18	180.58
00720044	2381	COLO ANALYTICAL LABORATORY	02/12/18	451.00
00720051	13410	EASTERN SLOPE RURAL TELEPHONE	02/12/18	80.68
00720065	618136	PARAGON DINING SERVICES	02/12/18	7,800.03
00720067	44131	ROGGEN FARMERS ELEVATOR ASSN	02/12/18	2,748.45
00720074	66264	SYSTEMS GROUP	02/12/18	1,080.00
00720348	66264	SYSTEMS GROUP	02/16/18	6,875.00
<b>Fund Total</b>				<b>19,215.74</b>

Net Warrants by Fund Detail

50 FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720016	1007	UNITED POWER (UNION REA)	02/09/18	38.18
00720017	1007	UNITED POWER (UNION REA)	02/09/18	133.31
00720018	1007	UNITED POWER (UNION REA)	02/09/18	1,752.21
00720019	1007	UNITED POWER (UNION REA)	02/09/18	307.21
00720047	612089	COMMERCIAL CLEANING SYSTEMS	02/12/18	1,370.62
00720063	43542	NORTH WESTERN ELECTRICAL CORPO	02/12/18	23,294.00
<b>Fund Total</b>				<b>26,895.53</b>

**County of Adams**  
**Net Warrants by Fund Detail**

**Grand Total**      3,086,197.66

**County of Adams**  
**Vendor Payment Report**

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Airport Materials & Supplies					
	AMERICAN FIRST AID & SAFETY	00043	919332	299505	02/08/18	<u>180.58</u>
					Account Total	<u>180.58</u>
					Department Total	<u><u>180.58</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Security Service					
	SYSTEMS GROUP	00043	919290	299439	02/07/18	360.00
	SYSTEMS GROUP	00043	919291	299439	02/07/18	360.00
	SYSTEMS GROUP	00043	919292	299439	02/07/18	360.00
					Account Total	<u>1,080.00</u>
					Department Total	<u><u>1,080.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	ROGGEN FARMERS ELEVATOR ASSN	00043	919334	299505	02/08/18	1,714.00
	ROGGEN FARMERS ELEVATOR ASSN	00043	919335	299505	02/08/18	478.61
					Account Total	2,192.61
	Telephone					
	EASTERN SLOPE RURAL TELEPHONE	00043	918984	298985	02/02/18	80.68
					Account Total	80.68
					Department Total	2,273.29

**County of Adams**  
**Vendor Payment Report**

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	ADCO HUMAN SERVICES DEPT	00035	919405	299546	02/08/18	<u>328.93</u>
					Account Total	<u>328.93</u>
					Department Total	<u><u>328.93</u></u>



**County of Adams**  
**Vendor Payment Report**

<u>2053</u>	<u>ANS - Kennel Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	HEIT TALIA	00001	919807	299929	02/14/18	<u>36.30</u>
					Account Total	<u>36.30</u>
					Department Total	<u><u>36.30</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>
	Operating Supplies					
	AWARD COMPANY OF AMERICA	00001	919615	299837	02/15/18	229.30
					Account Total	229.30
	Special Events					
	PRECIOUS CHILD	00001	919542	299673	02/09/18	1,750.00
	SERVICIOS DE LA RAZA INC	00001	919791	299918	02/14/18	1,500.00
					Account Total	3,250.00
	Travel & Transportation					
	HENRY EVA J	00001	919803	299927	02/14/18	298.00
	HODGE MARY	00001	919802	299927	02/14/18	467.00
	ODORISIO STEVEN	00001	919800	299927	02/14/18	212.00
					Account Total	977.00
					Department Total	4,456.30

**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>
	Operating Supplies					
	DUNCAN NANCY	00001	919806	299929	02/14/18	<u>143.75</u>
					Account Total	<u>143.75</u>
					Department Total	<u><u>143.75</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>3064</u>	<u>Building Safety</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Car Washes					
	FRAZIER KEVIN	00001	919402	299546	02/08/18	<u>7.00</u>
					Account Total	<u>7.00</u>
					Department Total	<u><u>7.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	PARAGON DINING SERVICES	00043	918986	298986	01/31/18	<u>7,800.03</u>
					Account Total	<u>7,800.03</u>
					Department Total	<u><u>7,800.03</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>24</u>	<u>Conservation Trust Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	STREAM DESIGN LLC	00024	919840	300033	02/15/18	1,299.74
	STREAM DESIGN LLC	00024	919841	300033	02/15/18	740.00
	STREAM DESIGN LLC	00024	919842	300033	02/15/18	10,645.47
	STREAM DESIGN LLC	00024	919843	300033	02/15/18	1,772.52
					Account Total	<u>14,457.73</u>
					Department Total	<u><u>14,457.73</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	MASTERS TOUCH LLC	00001	919616	299839	02/13/18	<u>3,642.50</u>
					Account Total	<u>3,642.50</u>
					Department Total	<u><u>3,642.50</u></u>

**County of Adams  
Vendor Payment Report**

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	UNIVERSITY PHYSICIANS SPECIALT	00001	919210	299228	02/06/18	1,383.00
					Account Total	1,383.00
	Operating Supplies					
	ELDORADO ARTESIAN SPRINGS INC	00001	919219	299228	02/06/18	11.00
	ELDORADO ARTESIAN SPRINGS INC	00001	919220	299228	02/06/18	2.50
	SOUTHLAND MEDICAL LLC	00001	919213	299228	02/06/18	2,487.15
	SOUTHLAND MEDICAL LLC	00001	919214	299228	02/06/18	404.64
					Account Total	2,905.29
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	919215	299228	02/06/18	215.00
	FEDEX	00001	919204	299228	02/06/18	37.59
	FEDEX	00001	919206	299228	02/06/18	31.09
	FEDEX	00001	919208	299228	02/06/18	32.60
	FEDEX	00001	919211	299228	02/06/18	45.39
	FIRST CALL OF COLO	00001	919221	299228	02/06/18	3,900.00
	FIRST CALL OF COLO	00001	919388	299228	02/08/18	6,200.00
	NMS LABS	00001	919217	299228	02/06/18	9,018.00
	SHRED IT USA LLC	00001	919209	299228	02/06/18	110.46
	STOEFFLER REBECCA E	00001	919207	299228	02/06/18	540.00
	UNIPATH	00001	919212	299228	02/06/18	1,449.00
	UNIPATH	00001	919216	299228	02/06/18	125.00
	UNIPATH	00001	919218	299228	02/06/18	125.00
					Account Total	21,829.13
					Department Total	26,117.42



**County of Adams**  
**Vendor Payment Report**

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	CUMMINS ALLISON CORP	00001	919338	299513	02/08/18	316.00
					Account Total	316.00
	Postage & Freight					
	MASTERS TOUCH LLC	00001	919616	299839	02/13/18	296.71
					Account Total	296.71
	Printing External					
	MASTERS TOUCH LLC	00001	919616	299839	02/13/18	29,684.97
					Account Total	29,684.97
	Treasurer-Redemptions					
	ADAMS COUNTY TREASURER	00001	919339	299513	02/08/18	2,774.17
					Account Total	2,774.17
					Department Total	<u>33,071.85</u>

**County of Adams**  
**Vendor Payment Report**

<u>941016</u>	<u>CDBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Institutions					
	BROTHERS REDEVELOPMENT INC	00030	919390	299535	02/08/18	<u>2,000.00</u>
					Account Total	<u>2,000.00</u>
					Department Total	<u><u>2,000.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>941017</u>	<u>CDBG 2017/2018</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Inst.-Pgm. Cst					
	CRESTVIEW WATER & SANITATION D	00030	919613	299835	02/13/18	63,580.00
	DENVER WATER	00030	919612	299835	02/13/18	436,420.00
					Account Total	500,000.00
					Department Total	500,000.00

**County of Adams**  
**Vendor Payment Report**

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	PROJECT ANGEL HEART	00034	919814	300015	02/15/18	<u>9,821.06</u>
					Account Total	<u>9,821.06</u>
					Department Total	<u><u>9,821.06</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					
	HART JULIE	00001	919482	299612	02/09/18	26.25
	HART JULIE	00001	919483	299612	02/09/18	48.00
	LEATHERS CAROLYN	00001	919484	299612	02/09/18	78.75
	LEATHERS CAROLYN	00001	919485	299612	02/09/18	213.75
					Account Total	366.75
	Mileage Reimbursements					
	HOSTETTER JENNIFER	00001	919804	299926	02/14/18	94.39
					Account Total	94.39
	Other Professional Serv					
	GERIATRIC AND FAMILY MEDICINE	00001	919481	299612	02/09/18	124.50
	VANINO SHERI DR LLC	00001	919486	299612	02/09/18	275.00
					Account Total	399.50
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	919488	299612	02/09/18	15.78
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	919488	299612	02/09/18	104.86
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	919488	299612	02/09/18	269.12
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	919488	299612	02/09/18	20.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	919488	299612	02/09/18	16.76
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	919488	299612	02/09/18	46.55
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	919801	299926	02/14/18	249.90
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	919801	299926	02/14/18	260.58
					Account Total	983.55
					Department Total	1,844.19

**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>
	Mileage Reimbursements					
	HUPFER DETOR LEVON	00001	919805	299926	02/14/18	47.96
					Account Total	47.96
					Department Total	47.96

**County of Adams**  
**Vendor Payment Report**

<u>97802</u>	<u>Employment Support Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	ADAMS COUNTY ECONOMIC DEVELOP	00035	919799	299922	02/14/18	<u>5,000.00</u>
					Account Total	<u>5,000.00</u>
					Department Total	<u><u>5,000.00</u></u>

**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	919597	299763	02/12/18	1,469.27
	ABRA AUTO BODY & GLASS	00006	919598	299763	02/12/18	25.00
	ABRA AUTO BODY & GLASS	00006	919599	299763	02/12/18	166.70
	ABRA AUTO BODY & GLASS	00006	919600	299763	02/12/18	25.00
	ABRA AUTO BODY & GLASS	00006	919601	299763	02/12/18	160.00
	ABRA AUTO BODY & GLASS	00006	919602	299763	02/12/18	182.58
	ACS MANAGEMENT LLC	00006	919524	299657	02/09/18	3,900.00
	FACTORY MOTOR PARTS	00006	919525	299657	02/09/18	7,526.00
	SAM HILL OIL INC	00006	919526	299657	02/09/18	16,882.37
					Account Total	30,336.92
					Department Total	30,336.92



**County of Adams**  
**Vendor Payment Report**

<u>9243</u>	<u>Extension - Family &amp; Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	JUAREZ SANCHEZ DIANA	00001	919259	299392	02/07/18	<u>143.66</u>
					Account Total	<u>143.66</u>
					Department Total	<u><u>143.66</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>6031</u>	<u>Extension- Soil Conservation</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	TUCKER JENNIFER	00001	919258	299392	02/07/18	<u>403.46</u>
					Account Total	<u>403.46</u>
					Department Total	<u><u>403.46</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>
	Operating Supplies					
	BOULDER COUNTY EXTENSION OFFIC	00001	919260	299392	02/07/18	40.00
	COUTURE JENNIFER	00001	919403	299546	02/08/18	80.00
					Account Total	120.00
					Department Total	120.00

**County of Adams**  
**Vendor Payment Report**

<u>1018</u>	<u>Finance General Accounting</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	ORTIZ, EMILIANO SANTIAGO	00001	919203	299227	02/06/18	<u>409.00</u>
					Account Total	<u>409.00</u>
					Department Total	<u><u>409.00</u></u>

**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					
	SPURRIER MICHAEL	00006	919202	299211	02/06/18	170.04
					Account Total	170.04
	Vehicle Repair & Maint					
	HRT ENTERPRISES LLC	00006	919280	299401	02/07/18	630.00
					Account Total	630.00
					Department Total	800.04

**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					
	BOHANNAN BRIAN	00006	919588	299752	02/12/18	388.04
	WELP VENCIL	00006	919587	299752	02/12/18	87.89
					Account Total	<u>475.93</u>
					Department Total	<u><u>475.93</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	SYSTEMS GROUP	00043	919835	300033	02/15/18	<u>6,875.00</u>
					Account Total	<u>6,875.00</u>
					Department Total	<u><u>6,875.00</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	919514	299635	02/09/18	875.62
	COMMERCIAL CLEANING SYSTEMS	00050	919514	299635	02/09/18	495.00
	NORTH WESTERN ELECTRICAL CORPO	00050	919523	299635	02/09/18	23,294.00
					Account Total	<u>24,664.62</u>
					Department Total	<u><u>24,664.62</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>
	Gas & Electricity					
	Energy Cap Bill ID=8064	00001	919451	299610	01/23/18	1,045.72
	Energy Cap Bill ID=8132	00001	919716	299909	01/24/18	512.77
					Account Total	1,558.49
	Software and Licensing					
	MAINTSTAR INC	00001	919490	299616	02/09/18	4,875.89
					Account Total	4,875.89
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8062	00001	919452	299610	02/01/18	70.67
					Account Total	70.67
					Department Total	6,505.05

**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=8123	00001	919710	299909	02/01/18	411.86
					Account Total	411.86
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8118	00001	919711	299909	02/02/18	95.70
					Account Total	95.70
					Department Total	507.56

**County of Adams**  
**Vendor Payment Report**

<u>1066</u>	<u>FO - ADA</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	DENVER CONCRETE COMPANY	00001	919797	299922	02/14/18	3,895.00
	DENVER CONCRETE COMPANY	00001	919798	299922	02/14/18	2,797.50
					Account Total	<u>6,692.50</u>
					Department Total	<u><u>6,692.50</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1113</u>	<u>FO - Children &amp; Family Service</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=8095	00001	919466	299610	01/23/18	181.45
					Account Total	181.45
					Department Total	181.45

**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=8126	00001	919706	299909	02/02/18	<u>4,138.29</u>
					Account Total	<u>4,138.29</u>
					Department Total	<u><u>4,138.29</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8096	00001	919467	299610	01/24/18	5,396.99
	Energy Cap Bill ID=8131	00001	919719	299909	01/25/18	1,613.07
					Account Total	<u>7,010.06</u>
					Department Total	<u><u>7,010.06</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8070	00050	919474	299610	01/25/18	246.78
	Energy Cap Bill ID=8073	00050	919475	299610	01/25/18	438.78
	Energy Cap Bill ID=8081	00050	919476	299610	01/24/18	38.18
	Energy Cap Bill ID=8084	00050	919477	299610	01/24/18	133.31
	Energy Cap Bill ID=8085	00050	919478	299610	01/24/18	1,752.21
	Energy Cap Bill ID=8093	00050	919479	299610	01/24/18	307.21
					Account Total	<u>2,916.47</u>
					Department Total	<u><u>2,916.47</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SYSTEMS GROUP	00001	919493	299616	02/09/18	2,438.00
					Account Total	2,438.00
	Gas & Electricity					
	Energy Cap Bill ID=8124	00001	919712	299909	01/25/18	6,376.06
					Account Total	6,376.06
	Maintenance Contracts					
	SUMMIT LABORATORIES INC	00001	919494	299616	02/09/18	480.00
					Account Total	480.00
					Department Total	9,294.06



**County of Adams**  
**Vendor Payment Report**

<u>1070</u>	<u>FO - Honnen/Plan&amp;Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8075	00001	919440	299610	01/24/18	282.24
	Energy Cap Bill ID=8129	00001	919708	299909	01/25/18	3,777.73
	Energy Cap Bill ID=8130	00001	919709	299909	01/25/18	2,915.82
					Account Total	6,975.79
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8097	00001	919441	299610	01/20/18	143.66
					Account Total	143.66
					Department Total	7,119.45

**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>
	Gas & Electricity					
	Energy Cap Bill ID=8120	00001	919707	299909	01/26/18	<u>3,739.16</u>
					Account Total	<u>3,739.16</u>
					Department Total	<u><u>3,739.16</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8079	00001	919442	299610	01/19/18	5,344.40
	Energy Cap Bill ID=8082	00001	919443	299610	01/24/18	21,076.54
	Energy Cap Bill ID=8083	00001	919444	299610	01/24/18	61.85
					Account Total	<u>26,482.79</u>
	Maintenance Contracts					
	SUMMIT LABORATORIES INC	00001	919495	299616	02/09/18	410.00
					Account Total	<u>410.00</u>
					Department Total	<u><u>26,892.79</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>
	Gas & Electricity					
	Energy Cap Bill ID=8072	00001	919468	299610	01/24/18	1,315.06
	Energy Cap Bill ID=8077	00001	919469	299610	01/19/18	15,453.55
	Energy Cap Bill ID=8086	00001	919470	299610	01/24/18	8,652.58
	Energy Cap Bill ID=8087	00001	919471	299610	01/24/18	83.92
	Energy Cap Bill ID=8088	00001	919472	299610	01/24/18	20,007.13
	Energy Cap Bill ID=8098	00001	919473	299610	01/24/18	695.45
					Account Total	46,207.69
	Repair & Maint Supplies					
	INDUSTRIAL BURNER SERVICE INC	00001	919492	299616	02/09/18	65.33
					Account Total	65.33
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8121	00001	919720	299909	01/19/18	21,395.53
					Account Total	21,395.53
					Department Total	67,668.55

**County of Adams**  
**Vendor Payment Report**

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8076	00001	919445	299610	01/29/18	8,844.41
					Account Total	8,844.41
	Maintenance Contracts					
	COLO DEPT OF LABOR & EMPLOYME	00001	919497	299623	02/09/18	30.00
	COLO DEPT OF LABOR & EMPLOYME	00001	919498	299623	02/09/18	30.00
	COLO DEPT OF LABOR & EMPLOYME	00001	919552	299734	02/12/18	30.00
	COLO DEPT OF LABOR & EMPLOYME	00001	919553	299734	02/12/18	30.00
	COLO DEPT OF LABOR & EMPLOYME	00001	919497	299623	02/14/18	30.00-
	COLO DEPT OF LABOR & EMPLOYME	00001	919498	299623	02/14/18	30.00-
	GO UP ELEVATOR INSPECTION SERV	00001	919496	299616	02/09/18	600.00
					Account Total	660.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8101	00001	919446	299610	01/23/18	743.58
	Energy Cap Bill ID=8102	00001	919447	299610	01/23/18	36.06
					Account Total	779.64
					Department Total	10,284.05

**County of Adams**  
**Vendor Payment Report**

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8071	00001	919448	299610	01/25/18	10,262.74
	Energy Cap Bill ID=8078	00001	919449	299610	01/19/18	2,277.80
					Account Total	<u>12,540.54</u>
					Department Total	<u><u>12,540.54</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8080	00001	919439	299610	01/19/18	<u>2,641.17</u>
					Account Total	<u>2,641.17</u>
					Department Total	<u><u>2,641.17</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8074	00001	919465	299610	01/25/18	<u>1,724.33</u>
					Account Total	<u>1,724.33</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8122	00001	919718	299909	01/19/18	<u>83.72</u>
					Account Total	<u>83.72</u>
					Department Total	<u><u>1,808.05</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>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00001	919811	299931	02/20/18	311.12
					Account Total	311.12
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	919256	299375	02/07/18	1,768.20
	ADAMSON POLICE PRODUCTS	00001	919406	299550	02/08/18	1,956.00
	ADVANCED LAUNDRY SYSTEMS	00001	919407	299550	02/08/18	356.25
	ALLIED UNIVERSAL SECURITY SERV	00001	919527	299657	02/09/18	1,451.52
	ARMORED KNIGHTS INC	00001	919401	299545	02/08/18	332.44
	ARMORED KNIGHTS INC	00001	919401	299545	02/08/18	332.44
	ARMORED KNIGHTS INC	00001	919401	299545	02/08/18	332.44
	ARMORED KNIGHTS INC	00001	919401	299545	02/08/18	332.44
	ARMORED KNIGHTS INC	00001	919401	299545	02/08/18	332.44
	ARMORED KNIGHTS INC	00001	919401	299545	02/08/18	332.44
	ARMORED KNIGHTS INC	00001	919401	299545	02/08/18	332.44
	CHEMATOX LABORATORY INC	00001	919408	299550	02/08/18	55.00
	CINTAS CORPORATION #66	00001	919834	300033	02/15/18	138.03
	CLIFTONLARSONALLEN LLP	00001	919684	299907	02/14/18	30,875.00
	CML SECURITY LLC	00001	919138	299180	02/06/18	13,333.33
	CML SECURITY LLC	00001	919281	299404	02/07/18	13,333.33
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	18,165.84
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	4,057.47
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	4,240.43
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	420.54
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	2,911.76
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	1,325.76
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	6,585.68
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	3,690.57
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	799.02
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	1,634.09
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	791.14
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	1,553.67
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	422.40
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	619.72
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	578.85
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	419.31

**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	683.85
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	26,217.65
	COMMERCIAL CLEANING SYSTEMS	00001	919513	299635	02/09/18	690.68
	DENVER INDIAN FAMILY RESOURCE	00001	919532	299657	02/09/18	5,160.00
	DENVER INDIAN FAMILY RESOURCE	00001	919533	299657	02/09/18	2,040.00
	FOUND MY KEYS	00001	919139	299180	02/06/18	1,565.00
	GALLS LLC	00001	919140	299180	02/06/18	15.20
	GALLS LLC	00001	919233	299375	02/07/18	1,661.00
	GALLS LLC	00001	919234	299375	02/07/18	56.40
	GALLS LLC	00001	919235	299375	02/07/18	119.95
	GALLS LLC	00001	919236	299375	02/07/18	119.95
	GALLS LLC	00001	919237	299375	02/07/18	83.19
	GALLS LLC	00001	919238	299375	02/07/18	71.60
	GALLS LLC	00001	919239	299375	02/07/18	187.09
	GALLS LLC	00001	919240	299375	02/07/18	80.76
	GALLS LLC	00001	919241	299375	02/07/18	529.60
	GALLS LLC	00001	919242	299375	02/07/18	294.95
	GALLS LLC	00001	919243	299375	02/07/18	166.50
	GROUND SERVICE COMPANY	00001	919398	299545	02/08/18	1,137.50
	HALOGEN SOFTWARE INC	00001	919393	299545	02/08/18	6,781.91
	LATPRO INC	00001	919681	299907	02/14/18	566.67
	MCDONALD YONG HUI V	00001	919409	299550	02/08/18	5,745.00
	MURPHY RICK	00001	919410	299550	02/08/18	5,465.08
	MWI VETERINARY SUPPLY CO	00001	919822	300033	02/15/18	103.78
	MWI VETERINARY SUPPLY CO	00001	919824	300033	02/15/18	62.44
	MWI VETERINARY SUPPLY CO	00001	919825	300033	02/15/18	27.52
	MWI VETERINARY SUPPLY CO	00001	919827	300033	02/15/18	181.80
	MWI VETERINARY SUPPLY CO	00001	919828	300033	02/15/18	168.09
	MWI VETERINARY SUPPLY CO	00001	919829	300033	02/15/18	916.92
	MWI VETERINARY SUPPLY CO	00001	919830	300033	02/15/18	5,977.27
	MWI VETERINARY SUPPLY CO	00001	919831	300033	02/15/18	421.50
	NCS PEARSON INC	00001	919413	299550	02/08/18	435.50
	NORTHGLENN CITY OF	00001	919528	299657	02/09/18	493,394.00
	PATTERSON VETERINARY SUPPLY IN	00001	919833	300033	02/15/18	50.49
	PEARL COUNSELING ASSOCIATES	00001	919411	299550	02/08/18	2,842.23
	PEARL COUNSELING ASSOCIATES	00001	919412	299550	02/08/18	6,500.00

**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>
	PITNEY BOWES	00001	919414	299550	02/08/18	1,239.21
	PTS OF AMERICA LLC	00001	919245	299375	02/07/18	400.00
	RANDSTAD US LP	00001	919832	300033	02/15/18	714.89
	RECRUITING.COM	00001	919683	299907	02/14/18	510.00
	RYLIND MANUFACTURING INC	00001	919529	299657	02/09/18	6,041.00
	SCHULTZ PUBLIC AFFAIRS LLC	00001	919397	299545	02/08/18	4,333.33
	SETCOM CORPORATION	00001	919416	299550	02/08/18	5,448.04
	SPECTRA CONTRACT FLOORING SERV	00001	919515	299635	02/09/18	2,475.00
	SPECTRA CONTRACT FLOORING SERV	00001	919521	299635	02/09/18	375.00
	SPECTRA CONTRACT FLOORING SERV	00001	919522	299635	02/09/18	275.00
	SQUEEGEE SQUAD	00001	919510	299635	02/09/18	350.00
	SQUEEGEE SQUAD	00001	919511	299635	02/09/18	115.00
	STATE OF COLORADO	00001	919399	299545	02/08/18	9,387.02
	STATE OF COLORADO	00001	919399	299545	02/08/18	298.90
	STATE OF COLORADO	00001	919400	299545	02/08/18	592.23
	STATE OF COLORADO	00001	919400	299545	02/08/18	35.29
	SUMMIT FOOD SERVICE LLC	00001	919141	299180	02/06/18	27,549.83
	SUMMIT FOOD SERVICE LLC	00001	919142	299180	02/06/18	5,142.13
	SUMMIT FOOD SERVICE LLC	00001	919143	299180	02/06/18	27,594.27
	SUMMIT FOOD SERVICE LLC	00001	919144	299180	02/06/18	5,109.06
	SUMMIT FOOD SERVICE LLC	00001	919417	299550	02/08/18	27,533.37
	SUMMIT FOOD SERVICE LLC	00001	919418	299550	02/08/18	6,029.77
	SYSTEMS GROUP	00001	919516	299635	02/09/18	300.00
	SYSTEMS GROUP	00001	919517	299635	02/09/18	300.00
	SYSTEMS GROUP	00001	919518	299635	02/09/18	300.00
	SYSTEMS GROUP	00001	919519	299635	02/09/18	300.00
	SYSTEMS GROUP	00001	919520	299635	02/09/18	200.00
	TENNANT SALES & SERVICE	00001	919415	299550	02/08/18	222.00
	THYSSENKRUPP ELEVATOR CORP	00001	919512	299635	02/09/18	1,182.04
	THYSSENKRUPP ELEVATOR CORP	00001	919512	299635	02/09/18	125.00
	THYSSENKRUPP ELEVATOR CORP	00001	919512	299635	02/09/18	91.21
	THYSSENKRUPP ELEVATOR CORP	00001	919512	299635	02/09/18	791.00
	THYSSENKRUPP ELEVATOR CORP	00001	919512	299635	02/09/18	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	919512	299635	02/09/18	2,575.00
	THYSSENKRUPP ELEVATOR CORP	00001	919512	299635	02/09/18	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	919512	299635	02/09/18	325.00

**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>
	THYSSENKRUPP ELEVATOR CORP	00001	919512	299635	02/09/18	675.00
	THYSSENKRUPP ELEVATOR CORP	00001	919512	299635	02/09/18	250.00
	TYGRETTE DEBRA R	00001	919145	299180	02/06/18	402.00
	VIDEOLINK INC	00001	919244	299375	02/07/18	3,098.00
	WIRELESS ADVANCED COMMUNICATIO	00001	919419	299550	02/08/18	185.00
					Account Total	827,368.21
					Department Total	827,679.33

**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					
	HOYA FOUNDATION	00001	919838	300034	02/15/18	10,000.00
	REGIONAL AIR QUALITY COUNCIL	00001	919837	300034	02/15/18	10,000.00
					Account Total	<u>20,000.00</u>
					Department Total	<u><u>20,000.00</u></u>

**County of Adams**  
**Vendor Payment Report**

31	Head Start Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	CARNATION BUILDING SERVICES IN	00031	919808	299930	02/14/18	1,988.00
	CARNATION BUILDING SERVICES IN	00031	919808	299930	02/14/18	186.18
	CESCO LINGUISTIC SERVICE INC	00031	919730	299907	02/14/18	60.00
	CESCO LINGUISTIC SERVICE INC	00031	919731	299907	02/14/18	120.00
	CESCO LINGUISTIC SERVICE INC	00031	919733	299907	02/14/18	126.50
	CESCO LINGUISTIC SERVICE INC	00031	919735	299907	02/14/18	89.00
	CESCO LINGUISTIC SERVICE INC	00031	919859	300139	02/16/18	101.50
	CESCO LINGUISTIC SERVICE INC	00031	919860	300139	02/16/18	83.00
	CESCO LINGUISTIC SERVICE INC	00031	919861	300139	02/16/18	111.00
	CESCO LINGUISTIC SERVICE INC	00031	919862	300139	02/16/18	89.00
	CESCO LINGUISTIC SERVICE INC	00031	919863	300139	02/16/18	83.00
	CESCO LINGUISTIC SERVICE INC	00031	919864	300139	02/16/18	89.00
	CESCO LINGUISTIC SERVICE INC	00031	919865	300139	02/16/18	83.00
	CESCO LINGUISTIC SERVICE INC	00031	919866	300139	02/16/18	60.00
	DENVER CHILDREN'S ADVOCACY CTR	00031	919729	299907	02/14/18	2,749.78
	MEADOW GOLD DAIRY	00031	919688	299907	02/14/18	136.00
	MEADOW GOLD DAIRY	00031	919689	299907	02/14/18	95.20
	MEADOW GOLD DAIRY	00031	919690	299907	02/14/18	122.40
	MEADOW GOLD DAIRY	00031	919692	299907	02/14/18	81.60
	MEADOW GOLD DAIRY	00031	919694	299907	02/14/18	95.20
	MEADOW GOLD DAIRY	00031	919695	299907	02/14/18	54.40
	MEADOW GOLD DAIRY	00031	919696	299907	02/14/18	68.00
	MEADOW GOLD DAIRY	00031	919697	299907	02/14/18	54.40
	MEADOW GOLD DAIRY	00031	919698	299907	02/14/18	149.60
	MEADOW GOLD DAIRY	00031	919699	299907	02/14/18	149.60
	MEADOW GOLD DAIRY	00031	919701	299907	02/14/18	95.20
	MEADOW GOLD DAIRY	00031	919702	299907	02/14/18	122.40
	MEADOW GOLD DAIRY	00031	919703	299907	02/14/18	163.20
	MEADOW GOLD DAIRY	00031	919705	299907	02/14/18	95.20
	MEADOW GOLD DAIRY	00031	919721	299907	02/14/18	95.20
	MEADOW GOLD DAIRY	00031	919722	299907	02/14/18	79.50
	MEADOW GOLD DAIRY	00031	919723	299907	02/14/18	204.00
	MEADOW GOLD DAIRY	00031	919725	299907	02/14/18	149.60
	MEADOW GOLD DAIRY	00031	919726	299907	02/14/18	81.60
	MEADOW GOLD DAIRY	00031	919727	299907	02/14/18	108.80

**County of Adams**  
**Vendor Payment Report**

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SYSCO DENVER	00031	919736	299907	02/14/18	96.59
	SYSCO DENVER	00031	919737	299907	02/14/18	18.99
	SYSCO DENVER	00031	919738	299907	02/14/18	171.22
	SYSCO DENVER	00031	919738	299907	02/14/18	17.10
	SYSCO DENVER	00031	919739	299907	02/14/18	126.45
	SYSCO DENVER	00031	919740	299907	02/14/18	3,830.90
	SYSCO DENVER	00031	919740	299907	02/14/18	276.42
	SYSCO DENVER	00031	919809	299930	02/14/18	2,631.55
	SYSCO DENVER	00031	919809	299930	02/14/18	1,052.48
					Account Total	<u>16,441.76</u>
					Department Total	<u><u>16,441.76</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	KAISER PERMANENTE	00001	919538	299672	02/09/18	9,050.00
	SECURE HORIZONS	00001	919536	299671	02/09/18	1,500.00
	UNITED HEALTHCARE	00001	919541	299672	02/09/18	7,250.00
					Account Total	17,800.00
	Messenger/Delivery Service					
	QUICKSILVER EXPRESS COURIER	00001	919230	299261	02/06/18	114.07
	QUICKSILVER EXPRESS COURIER	00001	919815	300019	02/15/18	39.29
					Account Total	153.36
	Other Professional Serv					
	SHRED IT USA LLC	00001	919816	300019	02/15/18	188.70
					Account Total	188.70
					Department Total	18,142.06



**County of Adams**  
**Vendor Payment Report**

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8119	00001	919713	299909	01/30/18	5,811.90
	Energy Cap Bill ID=8127	00001	919714	299909	01/30/18	6,813.45
	Energy Cap Bill ID=8128	00001	919715	299909	01/30/18	8,211.94
					Account Total	20,837.29
	Maintenance Contracts					
	COLO DEPT OF LABOR & EMPLOYME	00001	919499	299623	02/09/18	35.00
	COLO DEPT OF LABOR & EMPLOYME	00001	919554	299734	02/12/18	35.00
	COLO DEPT OF LABOR & EMPLOYME	00001	919499	299623	02/14/18	35.00-
					Account Total	35.00
	Other Repair & Maint					
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	919491	299616	02/09/18	22,582.64
					Account Total	22,582.64
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8100	00001	919450	299610	01/23/18	1,727.29
					Account Total	1,727.29
					Department Total	45,182.22

**County of Adams**  
**Vendor Payment Report**

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	FLASH FIRE PROTECTION INC	00031	919567	299742	02/12/18	115.00
	FLASH FIRE PROTECTION INC	00031	919568	299742	02/12/18	61.00
					Account Total	176.00
	HS Parent Activity Expenses					
	THRIVE CENTER	00031	919580	299742	02/12/18	175.00
					Account Total	175.00
	Mileage Reimbursements					
	BLEA LAURIE	00031	919557	299742	02/12/18	3.32
	BRAGGS- JONES SHONDRELA	00031	919558	299742	02/12/18	177.18
	CHAVEZ MARIA M	00031	919564	299742	02/12/18	46.98
	HAGER MICHAEL	00031	919585	299742	02/12/18	85.73
	HAGER MICHAEL	00031	919586	299742	02/12/18	25.34
	HERHOLD MARK	00031	919570	299742	02/12/18	19.57
	LUJAN MONICA	00031	919571	299742	02/12/18	105.51
	NUGENT ANNELISE	00031	919572	299742	02/12/18	86.93
	OLIVER LESLIE	00031	919573	299742	02/12/18	82.35
	ORTIZ REBECCA T	00031	919575	299742	02/12/18	10.57
	RODRIGUEZ JAMIE	00031	919576	299742	02/12/18	40.11
	SANCHEZ MARITZA	00031	919577	299742	02/12/18	80.50
	SMITH DIANA	00031	919578	299742	02/12/18	27.14
	WALMSLEY NATASHA	00031	919581	299742	02/12/18	76.08
	WHISENANT ELISA A	00031	919582	299742	02/12/18	17.06
	WHISENANT ELISA A	00031	919583	299742	02/12/18	12.75
	YANEZ ARTURO	00031	919584	299742	02/12/18	39.35
					Account Total	936.47
	Operating Supplies					
	G & K SERVICES	00031	919569	299742	02/12/18	135.28
	TOSHIBA BUSINESS SOLUTIONS	00031	919579	299742	02/12/18	27.00
					Account Total	162.28
	Other Professional Serv					
	ADAMS COUNTY SHERIFF DEPT	00031	919556	299742	02/12/18	5.00
	COLO BUREAU OF INVESTIGATION	00031	919565	299742	02/12/18	237.00
	COLO DEPT OF HUMAN SERVICES	00031	919566	299742	02/12/18	56.00

**County of Adams**  
**Vendor Payment Report**

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ORKIN PEST CONTROL	00031	919574	299742	02/12/18	85.06
					Account Total	<u>383.06</u>
	Telephone					
	CENTURY LINK	00031	919559	299742	02/12/18	125.28
	CENTURY LINK	00031	919560	299742	02/12/18	98.84
	CENTURY LINK	00031	919561	299742	02/12/18	1,130.89
	CENTURY LINK	00031	919562	299742	02/12/18	337.09
	CENTURY LINK	00031	919563	299742	02/12/18	132.37
					Account Total	<u>1,824.47</u>
					Department Total	<u><u>3,657.28</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>961017</u>	<u>HOME2017/2018</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Legal Notices					
	METROWEST NEWSPAPERS	00030	919610	299832	02/13/18	<u>36.49</u>
					Account Total	<u>36.49</u>
					Department Total	<u><u>36.49</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1034</u>	<u>HR- Social Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Messenger/Delivery Service					
	QUICKSILVER EXPRESS COURIER	00001	919230	299261	02/06/18	<u>122.14</u>
					Account Total	<u>122.14</u>
					Department Total	<u><u>122.14</u></u>

**County of Adams**  
**Vendor Payment Report**

19	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	BERG HILL GREENLEAF & RUSCITTI	00019	919687	299907	02/14/18	13,760.02
	CAREHERE LLC	00019	919530	299657	02/09/18	2,020.56
	CAREHERE LLC	00019	919530	299657	02/09/18	3,827.11
	CAREHERE LLC	00019	919530	299657	02/09/18	696.70
	CAREHERE LLC	00019	919530	299657	02/09/18	18,648.13
	CAREHERE LLC	00019	919531	299657	02/09/18	391.79
	CAREHERE LLC	00019	919531	299657	02/09/18	2,465.33
	CAREHERE LLC	00019	919531	299657	02/09/18	684.51
	CAREHERE LLC	00019	919531	299657	02/09/18	13,661.82
	COLO FRAME & SUSPENSION	00019	919394	299545	02/08/18	2,887.12
	COLO FRAME & SUSPENSION	00019	919395	299545	02/08/18	876.00
	COLO FRAME & SUSPENSION	00019	919396	299545	02/08/18	2,447.03
	COLO STATE TREASURER	00019	919605	299805	02/13/18	24,475.70
	DAVIS GRAHAM & STUBBS LLP	00019	919603	299763	02/12/18	16,736.44
	MILE HIGH FITNESS	00019	919812	300011	02/15/18	2,100.00
	NATHAN DUMM & MAYER PC	00019	919604	299763	02/12/18	1,086.31
					Account Total	106,764.57
	Retiree Med - Kaiser					
	KAISER PERMANENTE	00019	919539	299672	02/09/18	76,958.28
					Account Total	76,958.28
	Retiree Med - Pacificare					
	SECURE HORIZONS	00019	919535	299671	02/09/18	16,659.12
					Account Total	16,659.12
					Department Total	200,381.97

**County of Adams**  
**Vendor Payment Report**

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	919778	299912	02/14/18	<u>12,130.11</u>
					Account Total	<u>12,130.11</u>
					Department Total	<u><u>12,130.11</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>8615</u>	<u>Insurance- UHC Retiree Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	919537	299672	02/09/18	1,594.64
	UNITED HEALTHCARE	00019	919537	299672	02/09/18	154.32
	UNITED HEALTHCARE	00019	919537	299672	02/09/18	102.88
					Account Total	1,851.84
	AARP RX					
	UNITED HEALTHCARE	00019	919780	299912	02/14/18	15,567.70
					Account Total	15,567.70
	Insurance Premiums					
	UNITED HEALTHCARE	00019	919537	299672	02/09/18	1,849.46
	UNITED HEALTHCARE	00019	919537	299672	02/09/18	178.98
	UNITED HEALTHCARE	00019	919537	299672	02/09/18	119.32
					Account Total	2,147.76
	UHC_MED					
	UNITED HEALTHCARE	00019	919540	299672	02/09/18	32,062.63
					Account Total	32,062.63
					Department Total	51,629.93



**County of Adams**  
**Vendor Payment Report**

<u>1190</u>	<u>One-Stop Customer Service Cent</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ambulance Licenses					
	JEFFERSON COUNTY TREASURER	00001	919404	299546	02/08/18	<u>5,310.00</u>
					Account Total	<u>5,310.00</u>
					Department Total	<u><u>5,310.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grounds Maintenance					
	FRONT RANGE LANDFILL INC	00027	919762	299911	02/14/18	10,964.80
					Account Total	10,964.80
	Infrastruc Rep & Maint					
	RW BAYER & ASSOCIATES	00027	919507	299630	02/09/18	940.00
					Account Total	940.00
	Special Assessment Payments					
	LOWER CLEAR CREEK DITCH	00027	919500	299626	02/09/18	2,700.00
	LOWER CLEAR CREEK DITCH	00027	919501	299626	02/09/18	450.00
	LOWER CLEAR CREEK DITCH	00027	919502	299626	02/09/18	1,800.00
	LOWER CLEAR CREEK DITCH	00027	919503	299626	02/09/18	450.00
	LOWER CLEAR CREEK DITCH	00027	919505	299630	02/09/18	3,150.00
					Account Total	8,550.00
					Department Total	20,454.80

**County of Adams**  
**Vendor Payment Report**

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	HYLAND HILLS PARKS & REC DISTR	00028	919504	299630	02/09/18	<u>954,369.00</u>
					Account Total	<u>954,369.00</u>
					Department Total	<u><u>954,369.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8063	00001	919453	299610	01/24/18	44.57
	Energy Cap Bill ID=8065	00001	919454	299610	01/24/18	632.50
	Energy Cap Bill ID=8066	00001	919455	299610	01/24/18	664.89
	Energy Cap Bill ID=8067	00001	919456	299610	01/24/18	987.20
	Energy Cap Bill ID=8068	00001	919457	299610	01/24/18	444.63
	Energy Cap Bill ID=8069	00001	919458	299610	01/24/18	583.92
	Energy Cap Bill ID=8089	00001	919459	299610	01/24/18	1,608.77
	Energy Cap Bill ID=8090	00001	919460	299610	01/24/18	121.08
	Energy Cap Bill ID=8091	00001	919461	299610	01/24/18	28.98
	Energy Cap Bill ID=8092	00001	919462	299610	01/24/18	159.34
	Energy Cap Bill ID=8094	00001	919463	299610	01/24/18	7,455.02
	Energy Cap Bill ID=8099	00001	919464	299610	01/24/18	1,375.26
	Energy Cap Bill ID=8125	00001	919717	299909	01/25/18	886.01
					Account Total	14,992.17
					Department Total	14,992.17

**County of Adams**  
**Vendor Payment Report**

<u>1039</u>	<u>Poverty Reduction</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	O'CONNOR DREW	00001	919543	299673	02/09/18	<u>79.57</u>
					Account Total	<u>79.57</u>
					Department Total	<u><u>79.57</u></u>

**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>
	Operating Supplies					
	DEEP ROCK WATER	00001	919761	299911	02/14/18	28.93
					Account Total	28.93
	Special Assessment Payments					
	LOWER CLEAR CREEK DITCH	00001	919506	299630	02/09/18	6,075.00
					Account Total	6,075.00
					Department Total	6,103.93

**County of Adams**  
**Vendor Payment Report**

<u>5010</u>	<u>PKS- Fair &amp; Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Event Services					
	AIRGAS USA LLC	00001	919758	299911	02/14/18	59.05
					Account Total	<u>59.05</u>
	Queen Pageant Expense					
	MINUTEMAN PRESS-BRIGHTON	00001	919381	299526	02/08/18	65.01
					Account Total	<u>65.01</u>
	Regional Park Rentals					
	GONZALES ANASTASHA	00001	919380	299526	02/08/18	400.00
					Account Total	<u>400.00</u>
					Department Total	<u><u>524.06</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					
	CULLIGAN	00001	919759	299911	02/14/18	588.00
	NORTHGLENN CITY OF	00001	919382	299526	02/08/18	56.00
	REPUBLIC SERVICES #535	00001	919734	299910	02/14/18	3,226.22
					Account Total	3,870.22
					Department Total	3,870.22



**County of Adams**  
**Vendor Payment Report**

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	919385	299526	02/08/18	<u>319.37</u>
					Account Total	<u>319.37</u>
					Department Total	<u><u>319.37</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>
	Gas & Electricity					
	XCEL ENERGY	00001	919384	299526	02/08/18	10.72
	XCEL ENERGY	00001	919386	299526	02/08/18	70.99
	XCEL ENERGY	00001	919763	299911	02/14/18	33.48
	XCEL ENERGY	00001	919764	299911	02/14/18	10.98
	XCEL ENERGY	00001	919765	299911	02/14/18	241.33
					Account Total	367.50
	Water/Sewer/Sanitation					
	DEEP ROCK WATER	00001	919760	299911	02/14/18	33.21
	NORTH PECOS WATER & SANITATION	00001	919383	299526	02/08/18	40.39
	REPUBLIC SERVICES #535	00001	919734	299910	02/14/18	169.00
					Account Total	242.60
					Department Total	610.10

**County of Adams**  
**Vendor Payment Report**

<u>1089</u>	<u>PLN- Boards &amp; 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	919018	299083	02/05/18	65.00
	GARCIA JUAN ALBERTO	00001	919017	299083	02/05/18	65.00
	GREEN THOMAS D	00001	919020	299083	02/05/18	65.00
	MCCREARY RAPHAEL	00001	919019	299083	02/05/18	65.00
					Account Total	260.00
					Department Total	260.00

**County of Adams**  
**Vendor Payment Report**

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	919779	299912	02/14/18	<u>354.33</u>
					Account Total	<u>354.33</u>
					Department Total	<u><u>354.33</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	JOE'S TOWING & RECOVERY	00013	919686	299907	02/14/18	65.00
					Account Total	65.00
	Retainages Payable					
	DURAN EXCAVATING INC	00013	919810	299930	02/14/18	6,639.76
					Account Total	6,639.76
					Department Total	6,704.76

**County of Adams**  
**Vendor Payment Report**

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	919255	299377	02/07/18	120.92
					Account Total	120.92
	Other Professional Serv					
	SHRED IT USA LLC	00001	919434	299551	02/09/18	41.57
					Account Total	41.57
					Department Total	162.49

**County of Adams**  
**Vendor Payment Report**

<u>2014</u>	<u>Sheriff-Professional Standards</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	919437	299551	02/09/18	<u>267.36</u>
					Account Total	<u>267.36</u>
					Department Total	<u><u>267.36</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>3701</u>	<u>Stormwater Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	BIG DRY CREEK WATERSHED ASSN	00007	919555	299735	02/12/18	<u>3,700.00</u>
					Account Total	<u>3,700.00</u>
					Department Total	<u><u>3,700.00</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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	919255	299377	02/07/18	5.69
					Account Total	5.69
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	919424	299551	02/09/18	146.44
					Account Total	146.44
	Other Professional Serv					
	SHRED IT USA LLC	00001	919434	299551	02/09/18	41.57
					Account Total	41.57
					Department Total	<u>193.70</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>
	Computers					
	VERIZON WIRELESS	00001	919437	299551	02/09/18	929.99
					Account Total	929.99
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	919255	299377	02/07/18	127.13
	TOSHIBA BUSINESS SOLUTIONS	00001	919255	299377	02/07/18	41.61
					Account Total	168.74
	Operating Supplies					
	E470 PUBLIC HIGHWAY AUTHORITY	00001	919252	299377	02/07/18	19.50
	SYMBOL ARTS	00001	919436	299551	02/09/18	800.00
					Account Total	819.50
	Other Communications					
	VERIZON WIRELESS	00001	919437	299551	02/09/18	492.75
					Account Total	492.75
	Public Relations					
	BRIGHTON CHAMBER OF COMMERCE	00001	919421	299551	02/09/18	3,000.00
					Account Total	3,000.00
	Travel & Transportation					
	MONARES DANIEL A	00001	919430	299551	02/09/18	220.00
	NIELSEN SUSAN G	00001	919431	299551	02/09/18	220.00
	SIGMAN RONALD	00001	919435	299551	02/09/18	143.00
	WHYTOCK JEREMY J	00001	919438	299551	02/09/18	220.00
					Account Total	803.00
					Department Total	<u>6,213.98</u>

**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>
	Operating Supplies					
	PITNEY BOWES PURCHASE POWER	00001	919433	299551	02/09/18	724.39
					Account Total	724.39
	Other Communications					
	VERIZON WIRELESS	00001	919437	299551	02/09/18	200.05
					Account Total	200.05
	Sheriff's Fees					
	BROWN RANDY C	00001	919167	299183	02/06/18	19.00
	BRUMBAUGH & QUANDAHL	00001	919261	299394	02/07/18	19.00
	CREDIT SERVICE COMPANY	00001	919275	299394	02/07/18	19.00
	FOSTER GRAHAM MILSTEIN AND CAL	00001	919158	299183	02/06/18	126.00
	GALLEGOS LACIE	00001	919262	299394	02/07/18	19.00
	GASCA MARIBEL	00001	919276	299394	02/07/18	33.00
	HOLST AND BOETTCHER	00001	919263	299394	02/07/18	19.00
	HOLST AND BOETTCHER	00001	919264	299394	02/07/18	19.00
	KISKE LAW OFFICE LLC	00001	919168	299183	02/06/18	19.00
	LEACHMAN, MARK A	00001	919160	299183	02/06/18	19.00
	LEACHMAN, MARK A	00001	919265	299394	02/07/18	19.00
	MACHOL & JOHANNESLLC	00001	919159	299183	02/06/18	19.00
	MACHOL & JOHANNESLLC	00001	919266	299394	02/07/18	19.00
	MACHOL & JOHANNESLLC	00001	919267	299394	02/07/18	19.00
	MIDLAND FUNDING LLC	00001	919268	299394	02/07/18	19.00
	MIDLAND FUNDING LLC	00001	919269	299394	02/07/18	19.00
	MILLER COHEN PETERSON YOUNG P.	00001	919161	299183	02/06/18	19.00
	MILLER COHEN PETERSON YOUNG P.	00001	919162	299183	02/06/18	19.00
	MILLER COHEN PETERSON YOUNG P.	00001	919270	299394	02/07/18	19.00
	POLLACK CHRISTOPHER	00001	919169	299183	02/06/18	19.00
	REMSIK RONALD	00001	919170	299183	02/06/18	126.00
	ROBINSON AND HENRY	00001	919171	299183	02/06/18	66.00
	ROBINSON AND HENRY	00001	919172	299183	02/06/18	126.00
	SAILAS JASON	00001	919163	299183	02/06/18	19.00
	SAYER LAW GROUP	00001	919271	299394	02/07/18	203.00
	SCHWARTZ AND STAFFORD	00001	919277	299394	02/07/18	19.00
	SMITH STEFAN LEVY	00001	919278	299394	02/07/18	19.00
	SPECIALIZED ATTORNEY SERVICES	00001	919173	299183	02/06/18	19.00

**County of Adams**  
**Vendor Payment Report**

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SPRINGMAN, BRADEN, WILSON & PO	00001	919164	299183	02/06/18	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	919165	299183	02/06/18	66.00
	SUTTON CORRIE LYNN	00001	919272	299394	02/07/18	19.00
	TAPIA DELGADO ARTURO	00001	919279	299394	02/07/18	19.00
	TSCHETTER HAMRICK SULZER	00001	919166	299183	02/06/18	1,716.00
	VINCI LAW OFFICE	00001	919273	299394	02/07/18	19.00
	WALTERS MELISSA JEAN	00001	919174	299183	02/06/18	19.00
	WYN T TAYLOR	00001	919274	299394	02/07/18	19.00
	XU MING	00001	919175	299183	02/06/18	19.00
					Account Total	3,060.00
					Department Total	<u>3,984.44</u>

**County of Adams**  
**Vendor Payment Report**

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	919255	299377	02/07/18	<u>123.44</u>
					Account Total	<u>123.44</u>
					Department Total	<u><u>123.44</u></u>

**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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	919255	299377	02/07/18	246.14
					Account Total	246.14
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	919253	299377	02/07/18	72.16
					Account Total	72.16
	Medical Services					
	CHILDRENS HOSPITAL	00001	919422	299551	02/09/18	3,200.00
					Account Total	3,200.00
	Mileage Reimbursements					
	BROWN LESLEY	00001	919146	299181	02/06/18	36.30
					Account Total	36.30
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	919425	299551	02/09/18	259.60
					Account Total	259.60
	Other Communications					
	CENTURY LINK	00001	919246	299377	02/07/18	88.99
					Account Total	88.99
					Department Total	<u>3,903.19</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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	919255	299377	02/07/18	628.79
	TOSHIBA BUSINESS SOLUTIONS	00001	919255	299377	02/07/18	124.73
					Account Total	753.52
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	919253	299377	02/07/18	311.60
					Account Total	311.60
	Mileage Reimbursements					
	BRANDT STEPHANIE S	00001	919420	299551	02/09/18	33.79
	SAUTER VINCENT	00001	919150	299181	02/06/18	29.98
					Account Total	63.77
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	919147	299181	02/06/18	23.44
	DS WATERS OF AMERICA INC	00001	919148	299181	02/06/18	646.66
	DS WATERS OF AMERICA INC	00001	919149	299181	02/06/18	93.94
	E470 PUBLIC HIGHWAY AUTHORITY	00001	919252	299377	02/07/18	213.30
	SUMMIT FOOD SERVICE LLC	00001	919151	299181	02/06/18	185.94
					Account Total	1,163.28
	Other Communications					
	VERIZON WIRELESS	00001	919437	299551	02/09/18	296.43
					Account Total	296.43
	Uniforms & Cleaning					
	CHIEF SUPPLY CORPORATION	00001	919248	299377	02/07/18	278.16
	CHIEF SUPPLY CORPORATION	00001	919250	299377	02/07/18	93.03
	CHIEF SUPPLY CORPORATION	00001	919251	299377	02/07/18	3,795.16
					Account Total	4,166.35
					Department Total	6,754.95

**County of Adams**  
**Vendor Payment Report**

<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	919437	299551	02/09/18	<u>29.42</u>
					Account Total	<u>29.42</u>
					Department Total	<u><u>29.42</u></u>



**County of Adams**  
**Vendor Payment Report**

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	919437	299551	02/09/18	<u>62.64</u>
					Account Total	<u>62.64</u>
					Department Total	<u><u>62.64</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	919255	299377	02/07/18	88.92
					Account Total	88.92
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	919253	299377	02/07/18	264.04
					Account Total	264.04
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	919426	299551	02/09/18	169.94
	E470 PUBLIC HIGHWAY AUTHORITY	00001	919252	299377	02/07/18	23.40
					Account Total	193.34
	Other Communications					
	VERIZON WIRELESS	00001	919437	299551	02/09/18	829.57
					Account Total	829.57
	Uniforms & Cleaning					
	REEVES COMPANY INC	00001	919254	299377	02/07/18	169.82
					Account Total	169.82
	Vehicle Repair & Maint					
	MIRAGE RECOVERY SERVICE	00001	919429	299551	02/09/18	432.50
					Account Total	432.50
					Department Total	1,978.19

**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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	919255	299377	02/07/18	182.48
					Account Total	182.48
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	919427	299551	02/09/18	48.10
	FIRST CHOICE COFFEE SERVICES	00001	919428	299551	02/09/18	212.35
					Account Total	260.45
	Other Communications					
	VERIZON WIRELESS	00001	919437	299551	02/09/18	40.01
					Account Total	40.01
					Department Total	482.94

**County of Adams**  
**Vendor Payment Report**

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	919255	299377	02/07/18	130.31
					Account Total	130.31
	Other Communications					
	VERIZON WIRELESS	00001	919437	299551	02/09/18	200.89
					Account Total	200.89
	Other Professional Serv					
	NORTHGLENN AMBULANCE	00001	919432	299551	02/09/18	289.80
					Account Total	289.80
	Other Repair & Maint					
	COLO DEPT OF AGRICULTURE/ICS	00001	919423	299551	02/09/18	120.00
					Account Total	120.00
					Department Total	741.00

**County of Adams**  
**Vendor Payment Report**

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BANKS RACHEL	00035	919200	299197	01/31/18	<u>75.76</u>
					Account Total	<u>75.76</u>
					Department Total	<u><u>75.76</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	ROGGEN FARMERS ELEVATOR ASSN	00043	919333	299505	02/08/18	555.84
					Account Total	<u>555.84</u>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	919289	299439	02/07/18	425.00
	COLO ANALYTICAL LABORATORY	00043	919293	299439	02/07/18	26.00
					Account Total	<u>451.00</u>
					Department Total	<u><u>1,006.84</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	BROKER ANTIONETTE	00035	919659	299900	02/14/18	25.00
	GALVAN MONICA	00035	919660	299900	02/14/18	40.00
					Account Total	65.00
					Department Total	65.00

**County of Adams**  
**Vendor Payment Report**

**Grand Total**      3,085,577.66



**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR  
TUESDAY, FEBRUARY 20, 2018**

1. ROLL CALL

Present: Charles "Chaz" Tedesco Steve O'Doriso Eva J. Henry and Mary Hodge

Excused: Erik Hansen

2. PLEDGE OF ALLEGIANCE (09:02 AM)

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

**Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Eva J. Henry, seconded by Charles "Chaz" Tedesco, unanimously carried.**

4. AWARDS AND PRESENTATIONS (09:02 AM)

A. 18-207 Tri-County Health Department Plaque Presentation

5. PUBLIC COMMENT (09:09 AM)

A. Citizen Communication (09:09 AM)

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

B. Elected Officials' Communication (09:12 AM)

6. CONSENT CALENDAR (09:14 AM)

A. 18-212 Minutes of the Commissioners' Proceedings from February 13, 2018

B. 18-204 Adams County Treasurer's Summary January 1-31, 2018

C. 18-152 Resolution Approving Amendment 1 to Unimproved Land Lease between Front Range Airport and Jeffrey E. Schetgen (File approved by ELT)

D. 18-163 Resolution Approving Amendment 1 to Unimproved Land Lease between Front Range Airport and Front Range Hangar 6 Condominium Association, Inc. (File approved by ELT)

E. 18-167 Resolution Accepting a Warranty Deed from Kenneth A. Mueller to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)

F. 18-173 Resolution Accepting a Grant of Public Utility Easements from Lloyd Linnebur and Shirley A. Linnebur to Adams County (File approved by ELT)

G. 18-174 Resolution accepting a Warranty Deed from Francisco Almanza and Judy D. Almanza to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)

H. 18-178 Resolution Accepting a Warranty Deed from Ruth L. Johnson to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)

I. 18-179 Resolution Accepting a Warranty Deed from DS, LLC to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)

J. 18-180 Resolution Accepting a Warranty Deed from Richard Ochoa and Soila L. Ochoa to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)

K. 18-181 Resolution Accepting a Personal Representative's Deed from Douglas J. Traeger, as Successor Personal Representative of the Estate of Neochial M. Nazarenus to Adams County

- Conveying Property for Right-of-Way Purposes (File approved by ELT)
- L. 18-182 Resolution Accepting a Warranty Deed from Kalcevic Farms, Inc. to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
  - M. 18-183 Resolution Accepting a Warranty Deed from Jack S. Frihauf and Patricia L. Frihauf as to an Undivided ½ Interest and Daniel Frihauf as to an Undivided ½ Interest to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
  - N. 18-184 Resolution Accepting a Warranty Deed from Rick L. Wagner, Terry D. Wagner, and Gary R. Wagner to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
  - O. 18-185 Resolution Accepting a Permanent Drainage Easement from Robinson NW, LLC, to Adams County for Construction and Maintenance of a Drainage System for Reach S18 (File approved by ELT)
  - P. 18-186 Resolution Accepting a Warranty Deed from Rafael Mendoza and Florence Mendoza to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
  - Q. 18-187 Resolution Accepting a Permanent Drainage Easement from Nicolette Munson and Rolf Munson to Adams County for Storm Water Drainage System Purposes (File approved by ELT)
  - R. 18-188 Resolution Accepting Deeds Conveying Property to Adams County for the Washington Street Improvements Project-Phase II (File approved by ELT)
  - S. 18-189 Resolution Accepting a Warranty Deed from Dale W. Ness, Cynthia L. Ness, William W. Turner, Jr., Sharon Turner, Dennis L. Zabel and Tonja N. Zabel to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
  - T. 18-190 Resolution Accepting a Special Warranty Deed from GSL/Brush, LLC to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
  - U. 18-191 Resolution Accepting a Warranty Deed from Dale L. Arnold and Bonnie L. Arnold to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
  - V. 18-195 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)
  - W. 18-201 Resolution Accepting Permanent Drainage Easement from J&J Scott Commerce City, LLC, to Adams County for Storm Water Drainage Purposes (File approved by ELT)
  - X. 18-208 Resolution Approving Contract Amendment One to the Participation Contract between Adams County and the State of Colorado for TALX Corporation Income and Employment Verification Services (File approved by ELT)

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

7. NEW BUSINESS (09:15 AM)

A. COUNTY MANAGER (09:15 AM)

- 1. 18-124 Resolution Approving Amendment One to the Agreement between Adams County and EON Enterprises, Inc., (dba EON Office) for General Office Supplies, Paper, and Toner (File approved by ELT) (09:15 AM)

**Motion to Approve 1. 18-124 Resolution Approving Amendment One to the Agreement between Adams County and EON Enterprises, Inc., (dba EON Office) for General Office Supplies, Paper, and Toner (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Doriso, unanimously carried.**

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

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

**Regarding Regional Transportation Authority Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.**

2. 18-231 Resolution Approving Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority (File approved by ELT) (09:18 AM)

**Motion to Approve to Continue 2. 18-231 Resolution Approving Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority**

**(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, passed with a roll call vote 3:1.**

3. 18-230 Resolution Approving an Intergovernmental Agreement between Adams County and the City of Aurora Regarding Non-Use of Urban Renewal Adjacent to the Aerotropolis Regional Transportation Authority (File approved by ELT)

**Motion to Approve to Continue 3. 18-230 Resolution Approving an Intergovernmental Agreement between Adams County and the City of Aurora Regarding Non-Use of Urban Renewal Adjacent to the Aerotropolis Regional Transportation Authority**

**(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, passed with a roll call vote 3:1.**

B. COUNTY ATTORNEY

8. ADJOURNMENT (09:20 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 27, 2018
<b>SUBJECT:</b> Acceptance of Warranty Deed from Albert A. Aragon and Diane C. Aragon
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed by resolution

### **BACKGROUND:**

Adams County is acquiring property in conjunction with The Dupont South 3 Street and Storm Sewer Improvement Project, located in the Southeast Quarter of Section 8, Township 3 South, Range 68 West of the 6<sup>th</sup> 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  
Draft Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 ALBERT A. ARAGON  
AND DIANE C. ARAGON TO ADAMS COUNTY CONVEYING PROPERTY FOR  
RIGHT-OF-WAY PURPOSES**

**Resolution 2018-**

WHEREAS, Adams County has completed the DuPont South 3 Street and Sewer Improvements Project located within the Southeast Quarter of Section 8, Township 3 South, Range 68 West of the 6<sup>th</sup> 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 Albert A. Aragon and Diane C. Aragon, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2009000025000.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Albert A. Aragon and Diane C. Aragon, a copy of which has been duly recorded, is hereby accepted by Adams County.

NO DOC FEE  
REQUIRED

WARRANTY DEED

RECEPTION#: 2009000025000,  
04/09/2009 at 09:39:29 AM 1 OF 3  
TD Pgs: 0 Doc Type: WTY  
Karen Long, Adams County, CO

**THIS DEED**, dated, April 8, 2009, between Albert A. Aragon and Diane C. Aragon, of the County of Adams and State of Colorado, grantors, and the County of Adams, State of Colorado, a body politic, whose legal address 450 South 4<sup>th</sup> Avenue, Brighton, CO 80601 of the County of Adam and State of Colorado, grantee:

**WITNESS**, that the grantor, for and in consideration of the sum of THIRTY THOUSAND TWO HUNDRED NINETY AND NO DOLLARS (\$30,290.00), 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, their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

3  
1  
2

SEE ATTACHED EXHIBITS

assessor's schedule or parcel number: 0182508400049

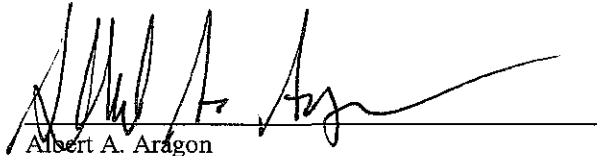
**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either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

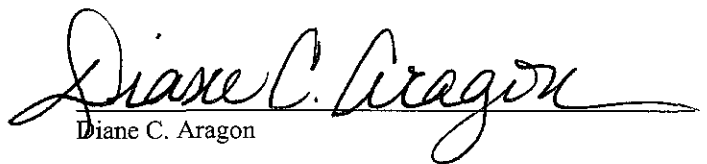
**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantors, for themselves, their heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, its heirs and assigns, that at the time of the ensembling and delivery of these presents, they are 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 lawful 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

The grantors shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee, its heirs 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 grantors has executed this deed on the date set forth above.

  
Albert A. Aragon

  
Diane C. Aragon

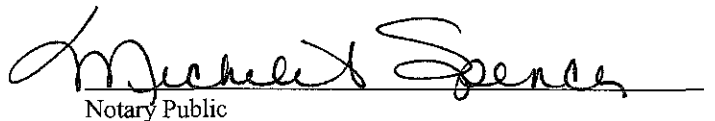
STATE OF COLORADO

COUNTY OF ADAMS

The foregoing instrument was acknowledged before me this 8th day of April, 2009 by Albert A. Aragon and Diane C. Aragon.

Witness my hand and official seal  
My commission expires



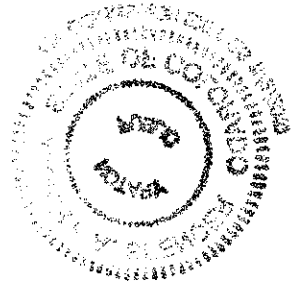
  
Notary Public

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

after recording  
return to:  
H.C PECK & ASSOCIATES, INC.  
4001 FOX ST.  
DENVER, CO 80216

17

DEWAEB CO 80512  
1001 BOX 81  
ROSELAND 8 MISSOURI 64468





2000 COPY S.  
ARAGON  
ROW  
AC-34



Mail: PO Box 22026 / Denver, CO / 80222 / USA  
Delivery: 2450 S. Peoria St. / Aurora, CO / 80014  
303/751-0741 / Fax 303/751-2581

JOB NO.: 18014573  
FILE: ..\desc\REC. NO. C0039747-ROW.doc  
DATE: June 23, 2006

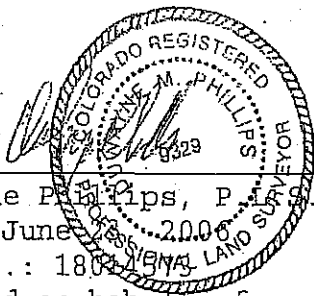
RIGHT OF WAY DESCRIPTION

The southerly 15.00 feet of a parcel of land described in Reception No. C0039747 recorded in the Office of the Adams County Clerk and Recorder, located in Southeast Quarter of Section 8, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado being additionally described as follows:

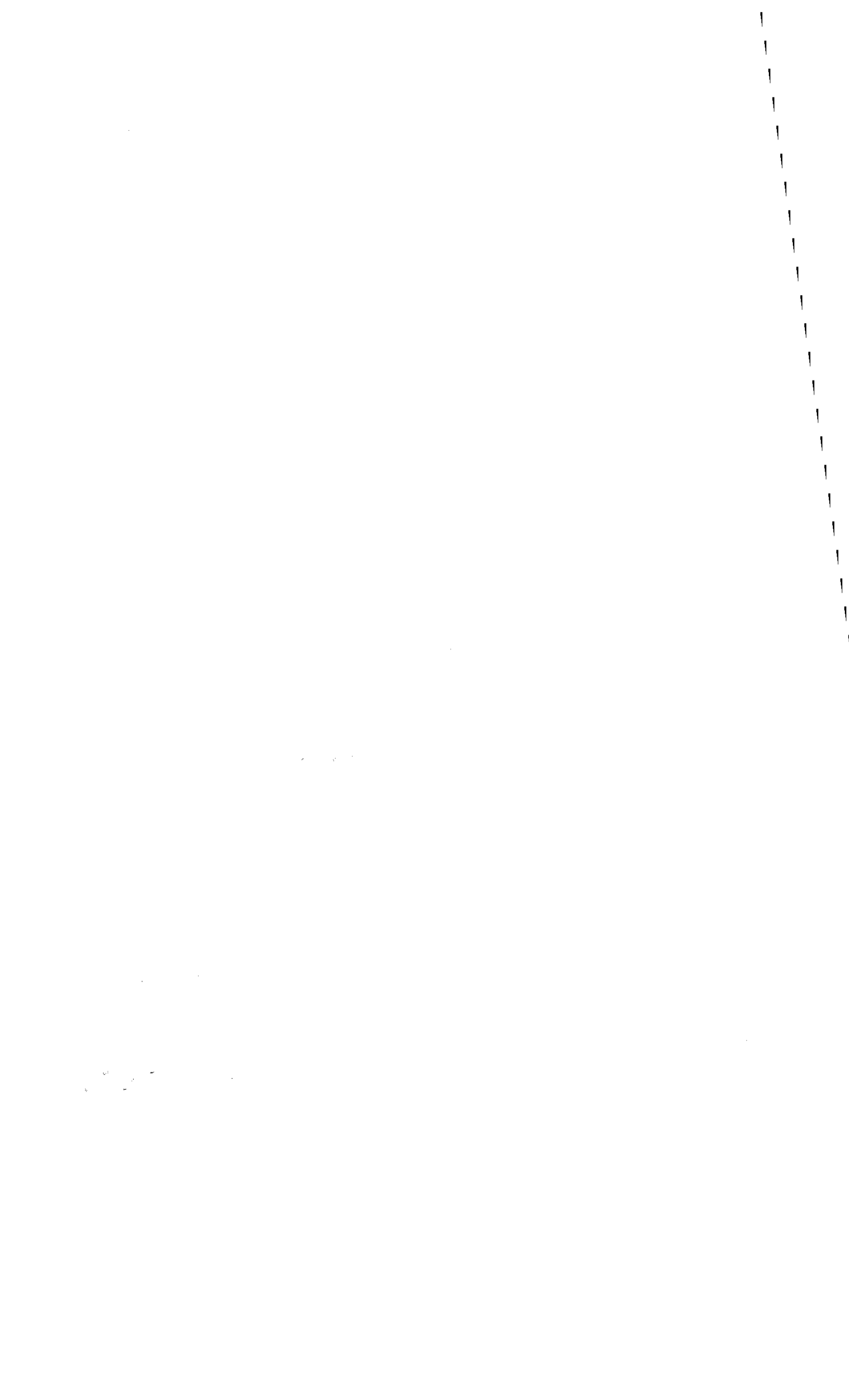
COMMENCING at the Southeast corner of said Southeast Quarter of Section 8, whence the Southwest corner of said Southeast Quarter of Section 8 bears S89°59'07"W a distance of 2654.34 feet;  
THENCE S89°59'07"W along the southerly line of said Southeast Quarter a distance of 1234.18 feet;  
THENCE N00°14'15"W along the prolongation of the easterly line of said parcel of land described in Reception No. C0039747 a distance of 20.00 feet to the POINT OF BEGINNING;

THENCE S89°59'07"W a distance of 193.00 feet;  
THENCE N00°16'24"W a distance of 15.00 feet;  
THENCE N89°59'07"E a distance of 193.01 feet;  
THENCE S00°14'15"E a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 2895 square feet, (0.066 Acres), more or less.

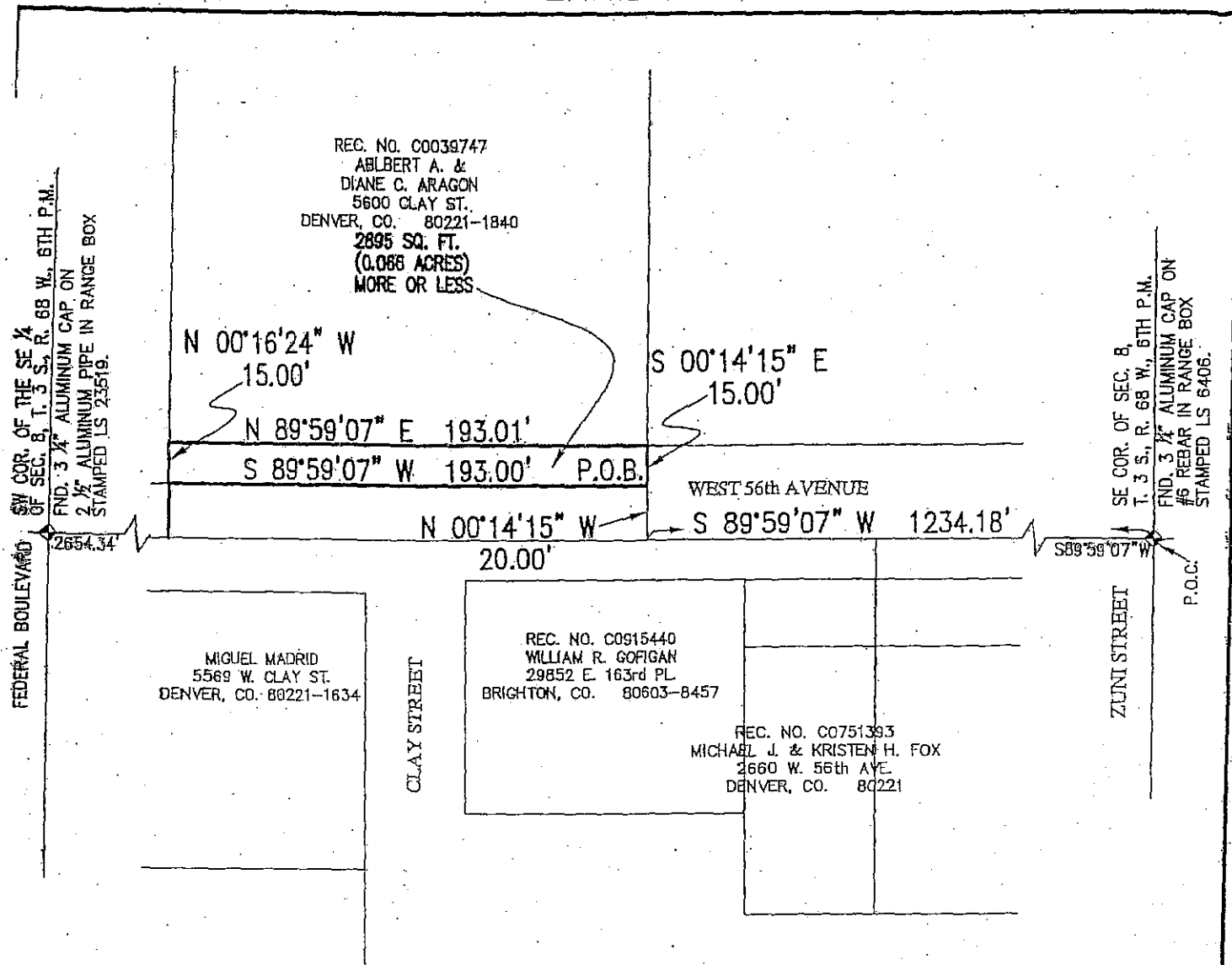


DuWayne Phillips, P.L.S. No. 9329  
Date: June 23, 2006  
Job No.: 18014573  
For and on behalf of  
Merrick & Company

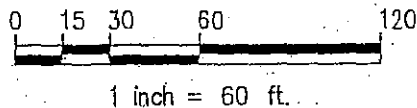


# ILLUSTRATION FOR EXHIBIT A

Exhibit A Page 3 of 3  
Right-of-Way Agreement  
between Albert A. Aragon and Diane C. Aragon  
and Adams County



OWNER: ABLBERT A. &  
 DIANE C. ARAGON  
 5600 CLAY ST.  
 DENVER, CO. 80221-1840



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

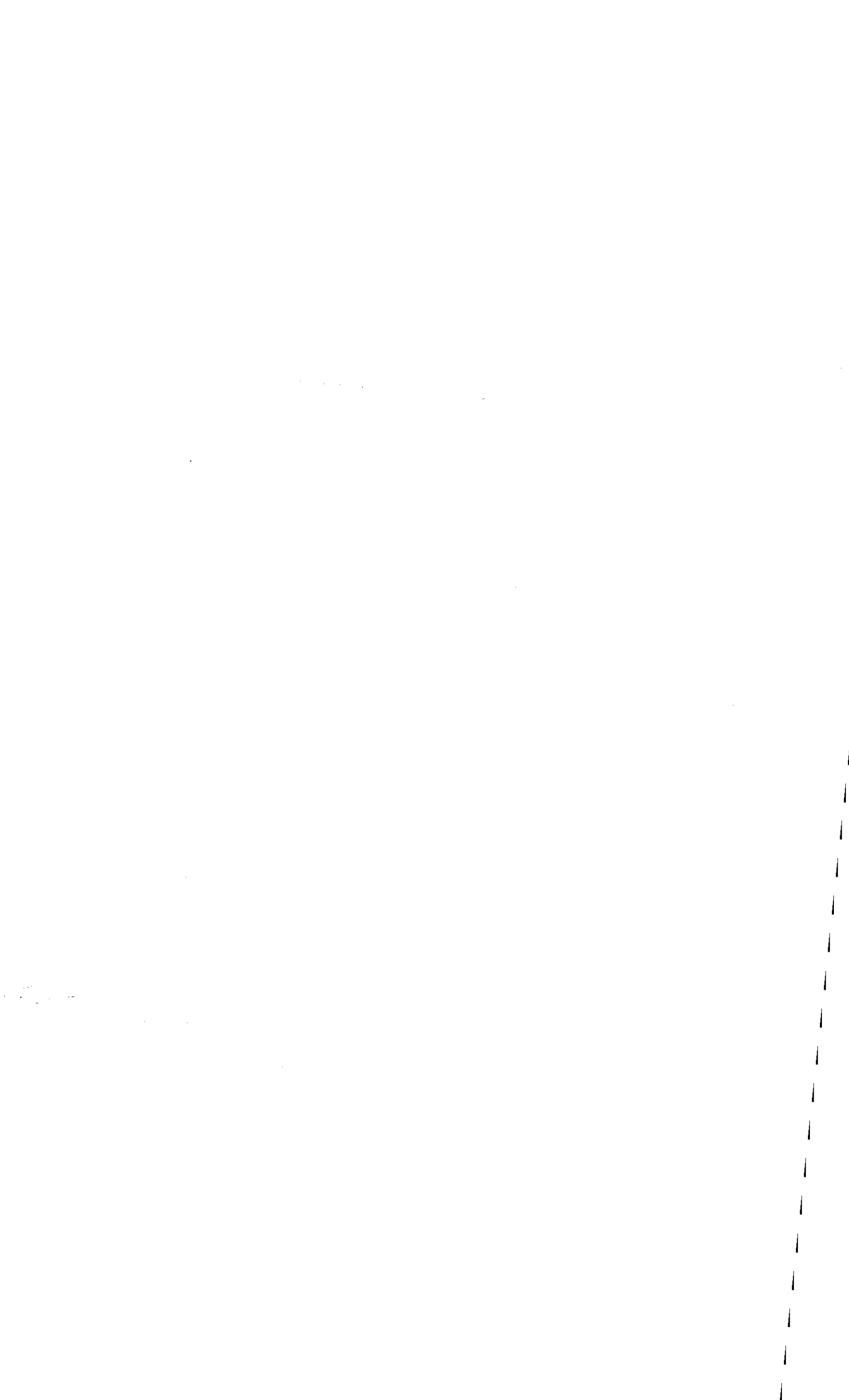
BEARINGS ARE ASSUMED AND ARE BASED UPON THE SOUTHERLY LINE OF THE SE 1/4 OF SEC 8, T3S, R68W, OF THE 6th P.M., ADAMS COUNTY, COLORADO AS BEARING N89°59'07"E BETWEEN THE MONUMENTS SHOWN HEREON.

PARCEL CONTAINS 2,895 SQ. FT.

## 6TH AVENUE RECONSTRUCTION

DRAWN BY: RDN	SCALE: 1"=60'	R.O.W. FILE NUMBER
CHECKED BY: DMP	DATE: 06 22 06	JOB NUMBER: 18014573

RIGHT OF WAY  
 SITUATED IN THE SE 1/4 OF SEC. 8, T3S, RANGE 68W,  
 6th P.M., ADAMS COUNTY, COLORADO





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 27, 2018
<b>SUBJECT:</b> IGA with City of Thornton to annex the 88 <sup>th</sup> Avenue Open Space property
<b>FROM:</b> Nathan Mosley, Marc Pedrucci
<b>AGENCY/DEPARTMENT:</b> Parks & Open Space
<b>HEARD AT STUDY SESSION ON:</b> August 22, 2017
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Intergovernmental Agreement with the City of Thornton for the annexation of the 88 <sup>th</sup> Avenue Open Space property.

### **BACKGROUND:**

The Parks and Open Space Department (POSD) is currently working in partnership with Urban Drainage & Flood Control District (UDFCD) to develop the 88<sup>th</sup> Avenue Open Space site into a public recreational area focused on passive recreation including hiking, fishing, picnicking, and South Platte River access along with river channel improvements and natural resource restoration. A 28-acre portion of the site is already in Thornton's jurisdiction, and this is the location of a proposed parking lot and other site amenities. After meeting with Thornton staff to discuss permits for the proposed improvements, both staffs realized there are benefits for the entire site to annex into Thornton. The POSD and the Community and Economic Development Department (CEDD) feel there are benefits to the county to annex the site into Thornton and we are recommending the county and Thornton execute an IGA to accomplish this.

An IGA to annex the site into Thornton would provide benefits to both parties as listed below.

#### ADCO Benefits:

- We would be treated similar to school districts in terms of city review, where we submit the plans to City of Thornton (COT), and they have the ability to provide comments, which we could decide whether or not to consider. The exception to that rule would be if we are proposing improvements within ROW or if water and or sanitary sewer lines are involved.

- Ability to connect to COT water and sanitary sewer system if we pay the applicable connection fees.
- We would be exempt from the large majority of the COT Development Code.
- The entire park and open space area would be served by COT emergency services.
- The IGA waives the City's annexation fee of approximately \$1,000 because the annexation will secure ROW at the City's request.

Thornton Benefits:

- Adams County will donate ROW we own along 96<sup>th</sup> Avenue to COT to provide for the extension of Thornton Parkway/96<sup>th</sup> Avenue when requested by COT.
- Land shown in Thornton's urban growth area would be annexed into the city's jurisdiction.
- County would provide COT with referrals for work we would be doing on our property.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Parks & Open Space Department, City of Thornton – Community Development Department, County Attorney's Office, Community and Economic Development Department, Public Works Dept.

**ATTACHED DOCUMENTS:**

Intergovernmental Agreement for the Annexation into Thornton  
Resolution to Approve Intergovernmental Agreement

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

**New FTEs requested:**             **YES**             **NO**

**Future Amendment Needed:**     **YES**             **NO**

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF THORNTON AND ADAMS COUNTY, COLORADO  
RELATED TO ADAMS COUNTY 88<sup>th</sup> AVENUE OPEN SPACE  
AND THORNTON PARKWAY**

WHEREAS, by means of the attached Intergovernmental Agreement (IGA), the City of Thornton wishes to annex certain County-owned property within the 88<sup>th</sup> Avenue Open Space Master Plan; and,

WHEREAS, Adams County intends to file an application to annex its 88<sup>th</sup> Avenue Open Space (the "Property") which is located in the Thornton Growth Area; and,

WHEREAS, once the annexation is completed, Thornton emergency services, including police and fire protection, will be provided to the Property; and,

WHEREAS, Adams County also wishes to implement recommendations of the 88<sup>th</sup> Avenue Open Space Master Plan to provide recreational opportunities and improve and protect the wildlife habitat within the Property; and,

WHEREAS, pursuant to the IGA, Adams County will not be subject to the requirements of Thornton's Development Code provisions related to the development of the Property; and,

WHEREAS, Adams County and the City of Thornton will work cooperatively toward completion of the extension of Thornton Parkway Avenue between Riverdale and McKay Road to provide the traveling public improved vehicular, bicycle, and pedestrian circulation; and,

WHEREAS, Adams County agrees to donate the right-of-way at a minimum width of 150 feet with additional right-of-way at intersections and access points for left and right-turn lanes necessary for Thornton to extend Thornton Parkway from Riverdale to McKay Road.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Intergovernmental Agreement between the City of Thornton and Adams County, Colorado related to Adams County 88<sup>th</sup> Avenue Open Space and Thornton Parkway is hereby approved.

BE IT FURTHER RESOLVED that the Chair of the Board is hereby authorized to sign the Intergovernmental Agreement on behalf of Adams County.



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF THORNTON AND ADAMS COUNTY, COLORADO  
RELATED TO ADAMS COUNTY 88<sup>th</sup> AVENUE OPEN SPACE  
AND THORNTON PARKWAY**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Thornton, Colorado, a home rule municipal corporation ("Thornton"), and the County of Adams, Colorado, a political subdivision of the State of Colorado ("Adams County") or collectively (the "Parties").

**RECITALS**

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 29-1-201, *et seq.*, and 29-20-105 of the Colorado Revised Statutes, authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, Adams County adopted the 88<sup>th</sup> Avenue Open Space Master Plan in September 2016 that provides the overall goals and guidelines to provide recreational opportunities and to improve and protect the wildlife habitat within the 88<sup>th</sup> Avenue Open Space area as depicted in **Exhibit A** ("88<sup>th</sup> Avenue Open Space Site" or "Site"); and

WHEREAS, as part of the improvements, Adams County desires to construct a parking lot and restroom on its property denoted in **Exhibit B** ("88<sup>th</sup> Avenue Open Space Recreation & Public Access Improvements") as "City of Thornton Trailhead"; and

WHEREAS, Adams County intends to file an application to annex its 88<sup>th</sup> Avenue Open Space which is located in the Thornton Growth Area; and

WHEREAS, once the annexation is completed, Thornton emergency services, including police and fire protection, will be provided to the Site; and

WHEREAS, due to the nature of the use of the Site, the Parties desire that Adams County not be subject to the requirements of Thornton's Development Code provisions related to the development of the Site, except as stated herein; and

WHEREAS, the Buildout Roadway Plan in the City's Transportation Plan dated July 2009 includes the extension of Thornton Parkway/96<sup>th</sup> Avenue between Colorado Boulevard and Interstate 76; and

WHEREAS, the Adams County Transportation Plan dated December 2012, Figure 1, includes the extension of Thornton Parkway/96<sup>th</sup> Avenue between Colorado Boulevard and Interstate 76; and

WHEREAS, Adams County owns some of the right-of-way necessary to extend Thornton Parkway between Riverdale and McKay Road; and

WHEREAS, the Parties desire to work cooperatively toward completion of the extension of Thornton Parkway Avenue between Riverdale and McKay Road to provide the traveling public improved vehicular, bicycle, and pedestrian circulation; and

WHEREAS, Adams County agrees to donate the right-of-way at a minimum width of 150 feet with additional right-of-way at intersections and access points for left and right-turn lanes necessary for Thornton to extend Thornton Parkway from Riverdale to McKay Road from property and right-of-way already owned by Adams County as of the date of this IGA, primarily the 88<sup>th</sup> Avenue Open Space Site, which legal description shall be developed by Thornton and approved by Adams County at a later date (“Thornton Parkway Extension Right-of-Way” or “Property”).

NOW, THEREFORE, in consideration for the promises and conditions contained herein the Parties agree as follows:

1. ANNEXATION.

Adams County intends to annex its 88<sup>th</sup> Avenue Open Space Site which is located within Thornton’s Growth Area. Adams County shall be responsible to file an annexation application and prepare the annexation and zoning maps. Adams County is exempt from being required to enter into a separate annexation agreement with Thornton. To support the Parties’ intent to preserve the Open Space values as provided for in Paragraph 4 herein, the zoning category shall be POS. Thornton considers the existing building currently located on the Site as an accessory use to the Site and allows it within POS zoning. Thornton also considers the four (4) existing telecommunication towers located on the Site as legal non-conforming uses and allows them within POS zoning. Upon completion of the annexation process, Thornton emergency services including police and fire protection will be provided for the 88<sup>th</sup> Avenue Open Space Site and Thornton will file the appropriate petitions with the District Court to exclude the Site area from the South Adams Fire Protection District.

2. DEVELOPMENT OF THE OPEN SPACE.

Adams County desires to construct a parking lot and rest rooms in the Project Area on Exhibit A. Adams County will provide its plans and drawings to Thornton. Thornton shall review and provide comment on plans submitted by the County for its consideration.

Thornton agrees that Adams County shall not be subject to the requirements of Thornton City Code Chapter 18 Development Code (“Code”) and Thornton Standards and Specifications for the development of the Open Space except:

- a. Water and/or sanitary sewer lines or other utilities proposed by the County, and any applicable connection fees associated therewith;
- b. Any improvements proposed by the County located within Thornton right of way or within sight visibility triangles in accordance with Code;

- c. Lighting on sports field for use after dusk can only be installed after approval of an administrative minor development permit;
- d. Any amplification or public address system can only be installed after approval of an administrative minor development permit;
- e. Building setback/Landscape Buffer from Riverdale Road right-of-way is 25 feet minimum. Landscape buffer shall consist of low water plant materials; and
- f. Building height is 35 Feet Maximum.
- g. Sections 18-618, 18-619, 18-620, 18-640, 17-641 and 18-642 as they relate to the requirement for a Floodplain Development Permit for any work commencing after annexation that has not already received an approved Adams County Floodplain Use Permit, prior to annexation.

3. PRESERVATION OF OPEN SPACE.

It is acknowledged by the Parties that it is their intent to preserve and protect the Site in perpetuity. The Parties intend to permit only uses of the Site which do not substantially diminish or impair its open space values and to prevent any use of the Site that will substantially impair or interfere with protecting its open space values. It is the intent of the Parties to preserve the Site Space in its natural, scenic, and/or open space condition to preserve its open space character, wildlife habitat, recreational, educational and scenic qualities.

4. THORNTON PARKWAY EXTENSION RIGHT-OF-WAY.

- a. PRESERVATION OF PROPERTY NECESSARY FOR THORNTON PARKWAY EXTENSION:
  - i. The Parties agree to continue to support having Thornton Parkway/96<sup>th</sup> Avenue shown on the Denver Regional Council of Governments Regional Transportation Plan as a principal arterial.
  - ii. The Parties agree to preserve the right-of-way for Thornton Parkway/96<sup>th</sup> Avenue at a minimum width of 150 feet with additional right-of-way at intersections and access points for left and right turn lanes. This preservation of right-of-way may be accomplished over time through each Parties development and/or capital improvement processes.
  - iii. The Parties agree to represent Thornton Parkway as an arterial with four (4) through lanes (two through lanes in each direction) between Colorado Boulevard and McKay Road. The transportation plans of the Parties will also include a trail/sidewalk on each side that is detached except at intersections, access points and bridges.

b. DESIGN AND CONSTRUCTION

- i. The Parties agree to work together to leverage funds for the design and construction of Thornton Parkway and related appurtenances; and
- ii. Agree to have development design and construct or to collect cash-in-lieu from development for the construction of Thornton Parkway/96<sup>th</sup> Avenue and related appurtenances as described above;
- iii. Agree to a phased approach to design and construction;
- iv. Agree to leverage funds, when available, for design and construction activities; and
- v. Agree to generally apply the Conceptual Typical Right of Way Cross Sections as depicted in **Exhibit C** attached hereto.

c. COORDINATION

The Parties agree to coordinate construction plans at approaches to each jurisdictional boundary so Thornton Parkway/96<sup>th</sup> Avenue is a continuous street between Colorado Boulevard and McKay Road.

5. CONVEYANCE OF THE PROPERTY.

- a. Once the Parties have agreed to the legal description of the Thornton Parkway Extension Right-of-Way, Adams County agrees to sell and Thornton agrees to purchase the Property for the Purchase Price of TEN DOLLARS AND NO/100 (\$10) ("Purchase Price"). The Thornton Parkway Extension Right-of-Way shall be conveyed by Special Warranty Deed in substantially the same form as **Exhibit D** attached hereto. Nothing in this IGA shall be interpreted as requiring Adams County to obtain additional property or right-of-way for the extension of the Thornton Parkway.
- b. The Parties hereto agree that within thirty (30) days of receipt of written notice to convey the Property from Adams County to Thornton ("Notice to Convey"), Thornton, at Thornton's expense, shall obtain a current commitment for an owner's title insurance policy for the Property. Written notice by Thornton of unmerchantability of title or of any other unsatisfactory title condition shown by the title documents shall be provided to Seller on or before ten (10) days after Thornton's receipt of the Title Commitment. Thornton in its sole discretion may obtain an environmental assessment of the Property and Adams County hereby grants to Thornton the right of entry to conduct such assessment.
- c. Adams County shall deliver to Thornton, on or before five (5) days after Notice to Convey, true copies of all lease(s) and survey(s) in Adams

County's possession pertaining to the Thornton Parkway Extension Right-of-Way, and shall disclose to Thornton all easements, liens or other title matters not shown by the public records of which Adams County has actual knowledge related to the Property. Written notice of any unsatisfactory condition(s) disclosed by Adams County or revealed by such inspection shall be provided to Adams County on or before fifteen (15) days thereafter.

- d. If Adams County receives notice of unmerchantability of title or any other unsatisfactory title condition(s) shown by the survey, or commitment terms, Adams County may be required to correct such items and bear any expense to correct the same prior to closing. If such unsatisfactory condition(s) are not corrected on or before closing, Thornton may, by written notice received by Adams County, on or before closing, waive objection to such items or in its sole discretion decide not to close on the Property.
- e. Adams County shall convey the Property to Thornton free and clear of all monetary liens, including any liens under any deed of trust or mortgage obligation. If any monetary lien(s) touches or concerns the Property, prior to Closing, Adams County shall obtain a release of said lien(s) as it relates to the Property.
- f. Closing shall occur no later than sixty (60) days following the Notice to Convey, provided that any release of any monetary lien(s) is obtained by Adams County and provided to Thornton within the sixty (60) day period following execution of this IGA. In the event such release is not obtained within sixty (60) days following execution of this Agreement, the Parties agree that Closing shall be extended for a period not to exceed an additional sixty (60) days so that Adams County may obtain such release. At or before closing, Adams County shall execute the Special Warranty Deed and the Parties shall sign and complete all customary or required documents at or before closing. Each party shall pay the cost of its own attorneys' fees. Thornton shall pay the premium for any title insurance policy. Thornton shall pay all costs and charges in connection with the closing, including any transfer fees, excise taxes and the cost of recording the Special Warranty Deed with the Adams County Clerk and Recorder.
- g. In addition to its other representations and warranties set forth herein, Adams County represents as follows:
  - i. It is the owner of the Property and is duly authorized to execute and deliver this Agreement.
  - ii. It has not received any written notice alleging the Property is in violation of applicable federal, state and local laws, ordinances and regulations relating to hazardous waste or materials, industrial hygiene or the environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions.
  - iii. Neither the execution of this IGA, nor the consummation of the transaction provided for herein, constitutes, or will result in, any breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, charter, bylaw, mortgage, loan

agreement, lien, lease, license, judgment, decree, order, instrument or other verbal or written agreement to which Seller is a party or is subject or to which the Property is subject, except as may be provided herein.

- iv. It has good and merchantable title to the Property and Seller agrees to convey the Property to Purchaser free and clear of all monetary liens and free of all other encumbrances, except those items set forth herein.
- v. It has no written notice of any pending litigation that relates to the Property.

6. INTEGRATION AND AMENDMENT.

This IGA represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings.

7. WAIVER OF BREACH.

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

8. BINDING EFFECT.

This IGA shall inure to the benefit of and be binding upon, the Parties, their successors, and assigns.

9. GOVERNING LAW AND VENUE.

This IGA shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

10. SEVERABILITY.

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

11. GOVERNMENTAL IMMUNITY.

The Parties hereto understand and agree that neither Thornton nor Adams County, nor their respective officers and employees, are relying on, and do not waive or intend to waive, by provision of this IGA, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.* as it is from time to time amended, or otherwise available to them.

12. NO THIRD PARTY BENEFICIARY.

It is specifically agreed between the Parties executing this IGA, that it is not intended by any of the provisions of any part of this IGA to create in the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this IGA to maintain a suit under this IGA. The duties, obligations, and responsibilities of the Parties to this IGA, with respect to third parties, shall remain as imposed by law.

13. NOTICES.

Any notices required to be sent pursuant to this Agreement shall be sent by registered mail to the address of Thornton and Seller as set forth below:

The City of Thornton  
City Clerk's Office  
9500 Civic Center Drive  
Thornton, Colorado 80229

Board of County Commissioners  
4430 S. Adams County Parkway,  
5th Floor, Suite C5000A  
Brighton, CO 80601-8204

14. PARAGRAPH CAPTIONS.

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

15. ADDITIONAL DOCUMENTS OR ACTION.

The Parties agree to execute any additional documents and to take any additional action necessary to carry out this IGA.

16. EXHIBITS.

All exhibits attached hereto are incorporated herein by this reference.

IN WITNESS WHEREOF, this IGA is effective as of the date first above written.

CITY OF THORNTON, COLORADO

---

Kevin S. Woods, City Manager  
9500 Civic Center Drive  
Thornton, CO 80229

ATTEST:

\_\_\_\_\_  
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Luis A. Corchado, City Attorney



BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Mary Hodge, Chair

\_\_\_\_\_  
Date

ATTEST:  
STAN MARTIN,  
CLERK AND RECORDER

\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Adams County Attorney's Office

EXHIBIT A  
88<sup>TH</sup> AVENUE OPEN SPACE SITE

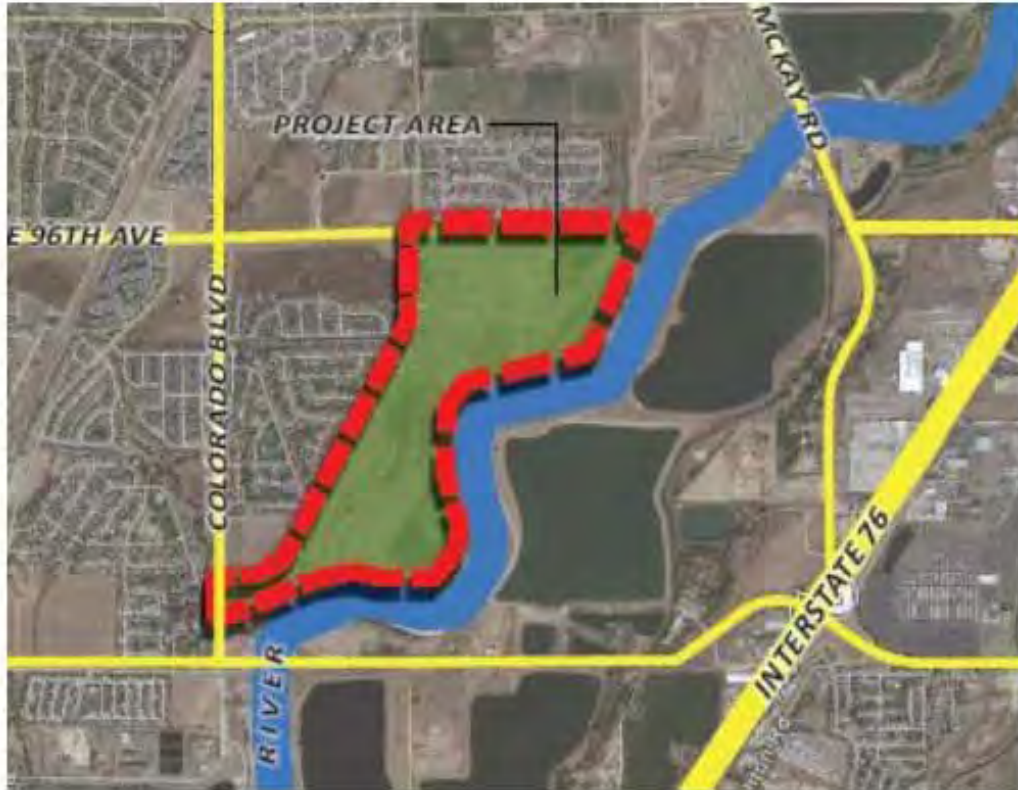
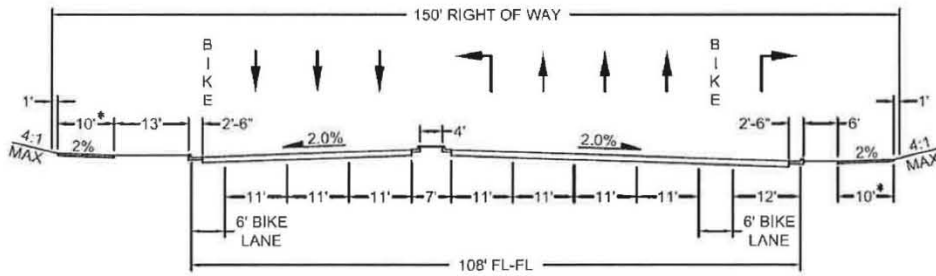


EXHIBIT B  
 88<sup>th</sup> AVENUE OPEN SPACE MASTER PLAN  
 RECREATIONAL AND PUBLIC ACCESS IMPROVEMENTS



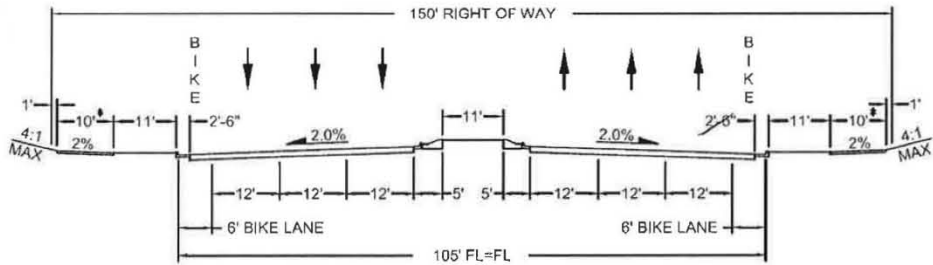
Exhibit C

**Conceptual Typical Right-of-Way Cross-Sections**



MAJOR ARTERIAL  
INTERSECTION W/ COLLECTOR  
6 LANES W/ RT TURN, LT TURN, AND 2 BIKE LANES

\* ONE (1) 10 FOOT WIDE SIDEWALK IS REQUIRED ON ALL MAJOR ARTERIALS.  
THE SECOND SIDEWALK MAY BE EIGHT (8) FEET WIDE.



MAJOR ARTERIAL  
6 LANE STRAIGHT SECTION WITH 2 BIKE LANES

\* ONE (1) 10 FOOT WIDE SIDEWALK IS REQUIRED ON ALL MAJOR ARTERIALS.  
THE SECOND SIDEWALK MAY BE EIGHT (8) FEET WIDE.

Exhibit D

SPECIAL WARRANTY DEED

THIS DEED, dated \_\_\_\_\_ between \_\_\_\_\_

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, grantor, and \_\_\_\_\_ whose legal address is \_\_\_\_\_

of the \_\_\_\_\_ County of \_\_\_\_\_ and State of \_\_\_\_\_, grantee(s):

WITNESS, that the grantor, for and in consideration of the sum of \_\_\_\_\_ successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the \_\_\_\_\_ County of \_\_\_\_\_ and State of Colorado, described as follows:

also known by street and number as:
assessor's schedule or parcel number:

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(s), \_\_\_\_\_ heirs, successors and assigns forever. The grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), \_\_\_\_\_ heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor.

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:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By \_\_\_\_\_  
President

STATE OF COLORADO

County of

The foregoing instrument was acknowledged before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ a

Witness my hand and official seal.

My commission expires:

---

Notary Public

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 27 <sup>th</sup> , 2018
<b>SUBJECT:</b> Cathy Shipley Best and Brightest Internship Program
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON</b> October 2017
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the contract with Department of Local Affairs Best & Brightest Grant Energy Impact Assistance Fund #9047 and Adams County

### **BACKGROUND:**

The Cathy Shipley Best and Brightest Internship program is an administrative internship program that partners with small and/or rural government jurisdictions in Colorado with students seeking a Master's Degree in Political Science through the University of Colorado at Denver's Center for NEW DIRECTIONS in collaboration with the Colorado Department of Local Affairs (DOLA).

The position of management analyst intern will be instrumental in supporting the County Manager's Office in day-to-day operations and long-term projects. The management analyst intern will support the office by reprioritizing and addressing major projects such as homelessness initiative, citizen engagement, budget and performance office, special events, job shadowing and mentoring opportunities.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Manager's Office

**ATTACHED DOCUMENTS:**

Resolution  
Contract

**FISCAL IMPACT:**

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

<b>Fund: 1</b>
<b>Cost Center: 1012</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	0	0	0.00
Additional Revenue not included in Current Budget:	\$46,000	1012.5590	\$46,000
<b>Total Revenues:</b>			<u>\$46,000</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	\$65,911	1012.7005	\$65,911
Add'l Operating Expenditure not included in Current Budget:	0		0.00
Current Budgeted Capital Expenditure:	0		0.00
Add'l Capital Expenditure not included in Current Budget:	0		0.00
<b>Total Expenditures:</b>			<u>\$65,911</u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**

Position is a projected Designated Employee for the course of two years that will report to the County Manager's Office. Grant runs during the course of the internship.



RESOLUTION APPROVING STATE OF COLORADO, DEPARTMENT OF LOCAL  
AFFAIRS, ENERGY/MINERAL IMPACT ASSISTANCE FUND 8672 GRANT  
AGREEMENT FOR THE CATHY SHIPLY BEST AND BRIGHTEST INTERNSHIP  
PROGRAM

Resolution 2018

WHEREAS, the Adams County Manager's Office, on behalf of the Board of County Commissioners, applied for the Energy/Mineral Impact Assistance Fund ("EIAF") 8672 Grant from the State of Colorado, Department of Local Affairs; and,

WHEREAS, the State of Colorado, Department of Local Affairs has awarded Adams County the EIAF 8672 in the amount of \$46,000; and,

WHEREAS, the EIAF 8672 Grant is specially allocated to support the day to day operations and long term projects in the County Manager's Office; and,

WHEREAS, the project must be completed by December 31, 2019.

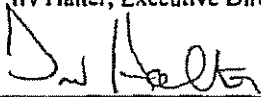
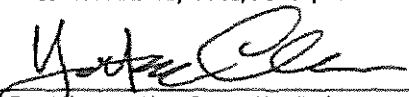
NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Energy/Mineral Impact Assistance Fund 8672 Grant Agreement between Adams County and the State of Colorado in the amount of \$46,000 is hereby approved.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners be authorized to execute said grant on behalf of Adams County.

## SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

<b>State Agency</b> Department of Local Affairs	<b>Encumbrance Number</b> F18S8672	<b>Contract Number</b> 107189
<b>Grantee</b> Adams County	<b>Grant Award Amount</b> \$46,000.00	
<b>Project Number and Name</b> EIAF 8672 – Adams County Best & Brightest Intern 2018-2019	<b>Performance Start Date</b> The later of the Effective Date or January 15, 2018	<b>Grant Expiration Date</b> December 31, 2019
<b>Project Description</b> The Project consists of financing a portion of the salary and benefits costs associated with the employment of an administrative intern for Adams County.	<b>Program Name</b> Energy & Mineral Impact Assistance Fund (EIAF) Local Government Severance Tax Fund (SEV)	
	<b>Funding Source</b> STATE FUNDS	
	<b>Catalog of Federal Domestic Assistance (CFDA) Number</b> N/A	
<b>DOLA Regional Manager</b> Don Sandoval, (970) 679-4501, (don.sandoval@state.co.us)	<b>Funding Account Codes</b> Identify any funding breakouts, if needed	
<b>DOLA Regional Assistant</b> Robert Thompson, (970) 679-4503, (robert.thompson@state.co.us)		

### THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;"><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor <b>DEPARTMENT OF LOCAL AFFAIRS</b> Irv Halter, Executive Director</p> <p style="text-align: center;"> _____ By: Irv Halter, Executive Director</p> <p>Date: <u>1/22/18</u></p>	<p style="text-align: center;">In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;"> _____ By: Yingtse Cha, Controller Delegate Department of Local Affairs</p> <p>Date: <u>1/29/18</u></p>
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## TERMS AND CONDITIONS

### 1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

### 2. TERM

#### A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date or by providing Grantee with an Option Letter in form substantially equivalent to Exhibit G.

#### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

#### C. *Reserved.*

### 3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

#### A. *Reserved.*

B. State Authority

This Grant Award Letter is funded, in whole or in part, with State funds made available pursuant to §39-29-110 C.R.S.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in **Exhibit B**.
- B. *Reserved.*
- C. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- E. “**Exhibits**” means the following exhibits attached to this Grant Award Letter:
  - i. **Exhibit B**, Scope of Project
  - ii. **Exhibit G**, Form of Option Letter
- F. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- G. *Reserved.*
- H. *Reserved.*
- I. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- J. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- K. “**Grant Expiration Date**” means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- L. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- M. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. “**Initial Term**” means the time period between the Performance Start Date and the initial Grant Expiration Date.
- O. *Reserved.*
- P. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.

- Q. **“Performance Start Date”** means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- T. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- U. **“Project”** means the overall project described in Exhibit B, which includes the Work.
- V. *Reserved.*
- W. **“Services”** means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.
- X. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PHI, PII, CJI, and State personnel records not subject to disclosure under CORA.
- Y. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Z. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- BB. *Reserved.*
- CC. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- DD. *Reserved.*
- EE. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax

Information includes, but is not limited to all information defined as Federal Tax Information in Internal Revenue Service Publication 1075.

FF. *Reserved.*

GG. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

HH. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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

## 5. **PURPOSE**

The Cathy Shipley Best and Brightest Intern program, a partnership with statewide universities through their Masters in Political Science and Public Administration programs, provides financial assistance to designated local governments for a portion of salary and fringe benefit costs to support an intern position for a period of up to two years with the local government. The purpose of this Grant is described in **Exhibit B**.

## 6. **STATEMENT OF WORK**

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

## 7. **PAYMENTS TO GRANTEE**

### A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### B. **Erroneous Payments**

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

### C. *Reserved.*

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in §7.A of this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Project Costs in **Exhibit B**.

E. Close-Out

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

**8. REPORTING – NOTIFICATION**

A. *Reserved.*

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

**9. GRANTEE RECORDS**

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential

Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

**C. Use, Security, and Retention**

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

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a



conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

**12. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

**13. REMEDIES**

In addition to any remedies available under any Exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

**14. DISPUTE RESOLUTION**

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

**15. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

**16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

**17. GOVERNMENTAL IMMUNITY**

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

## 18. GENERAL PROVISIONS

### A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

### B. Captions and References

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

### C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

### D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter or by issuance of an executed Option Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

### E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

### F. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of any executed amendments or option letters to this Grant Award Letter
- ii. The provisions of the other sections of this Grant Award Letter
- iii. The provisions of any remaining exhibits to this Grant Award Letter

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

K. *Reserved.*

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT B – SCOPE OF PROJECT (SOP)**

**1. PURPOSE**

**1.1. Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

**2. DESCRIPTION OF THE PROJECT(S) AND WORK**

**2.1. Project Description.** The Project consists of financing a portion of the salary and benefits costs associated with the employment of an administrative intern for **ADAMS COUNTY** (Grantee).

**2.2. Work Description.** The Grantee will employ the administrative intern for approximately a 24-month period and the intern will work under the direction of an individual designated by the Grantee. The administrative intern program ("Best & Brightest" or "B&B") provides a cost-effective way to help support the increasing administrative needs of small, rural jurisdictions in Colorado. Additionally, the program provides students the opportunity to gain valuable working experience while completing their graduate degree.

**2.2.1.**The intern hired must be a graduate of an accredited institution of higher education with at least a bachelor degree, and be enrolled in the University of Colorado at Denver Masters in Political Science New Directions Program or Graduate School of Public Affairs or Adams State University Master's in Public Administration program and maintain good standing in the program.

**2.2.2.**The Grantee will develop and use a job description for the administrative intern position. The Grantee anticipates that the intern will perform a variety of administrative duties in the day-to-day operation of the Grantee, as specified in the job description, and will carry out the directives of the governing board or their designee. In addition, the intern will be involved with a variety of administrative functions including, but not limited to, budgeting, financial management/reporting, grant writing and administration, planning and land use management, capital improvements planning and implementation, economic development, communication with state and federal government agencies, intergovernmental relations and research.

**2.2.3.**The Grantee's designee will, with the intern, set priorities and schedule the work to be accomplished by the intern, taking into consideration the jurisdiction's most immediate needs, the intern's specific skills, and available time to accomplish the work. The Grantee's designee will meet with the intern on a quarterly basis to evaluate the progress of the intern and set priorities for the future.

**2.2.4.**In the event a vacancy should occur in the administrative intern position, the Grantee will advertise, interview, and employ a replacement for the position through the University of Colorado at Denver Masters in Political Science New Directions Program or Graduate School of Public Affairs or Adams State University Master's in Public Administration program.

**2.3. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.3.1.**Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

**2.5. Eligible Expenses.** Eligible expenses shall include: up to 24 months of salary and benefits costs of the intern, as well as costs associated with travel and training.

**3. DEFINITIONS**

- 3.1. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this Exhibit B.
- 3.2. Project Budget Line Items.
  - 3.2.1. "Personnel Services Costs" means program-specific allowable salary and benefits costs.
  - 3.2.2. "Operations/Program Costs" means supplies, vehicle costs such as mileage or gas purchases, telephone and internet costs, meeting costs, copies, and printing.
  - 3.2.3. "Other" means (specify).
- 3.3. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

**4. DELIVERABLES**

- 4.1. **Outcome.** The final outcome of this Grant is providing a cost-effective way to help support the increasing administrative needs of small, rural jurisdictions in Colorado while providing students the opportunity to gain valuable working experience while completing their graduate degree.
- 4.2. **Service Area.** The performance of the Work described within this Grant shall be located in Adams County, Colorado.
- 4.3. **Performance Measures.** Grantee shall comply with the following performance measures:

<b>Milestone/Performance Measure/Grantee will:</b>	<b>By:</b>
Provide DOLA with job description for the administrative intern position.	Within 60 days of the Effective Date of this Grant Agreement.
Hire the B&B intern.	Within 60 days of the Effective Date of this Grant Agreement.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	March 31, 2020

**4.4. Budget Line Item Adjustments.**

- 4.4.1. Grantee may request that DOLA move Grant Funds between and among budget line items, so long as the total amount of Grant Funds remains unchanged. To make such budget line item changes, DOLA will use an Option Letter (Exhibit G).
- 4.4.2. Grantee may increase or decrease the amount of any one or any combination of budget line items of "Other Funds" as described in §6.1, or move funds between and among budget line items of such "Other Funds," so long as the total amount of such "Other Funds" is not less than the amount set forth in §6.1 below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

- 4.5. **Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this Exhibit B Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request	Status Report
1 <sup>st</sup> (Jan-Mar)	2018	April 30, 2018	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2018	July 30, 2018	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2018	October 30, 2018	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2018	January 30, 2019	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2019	April 30, 2019	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2019	July 30, 2019	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2019	October 30, 2019	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2019	January 30, 2020	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2020	April 30, 2020	Yes	Yes

4.6. **DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

**5. PERSONNEL**

5.1. **Replacement.** Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. If Grantee replaces its named personnel, it shall notify the State in writing of the change, who the replacement is, and the effective date of the change.

5.2. **Responsible Administrator.** Grantee’s performance hereunder shall be under the direct supervision of Raymond H. Gonzales, County Manager (rgonzales@adcogov.org), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project under this §5. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. **Other Key Personnel.** None.

5.4. **DLG Regional Manager:** Don Sandoval, (970) 679-4501, (don.sandoval@state.co.us)

5.5. **DLG Regional Assistant:** Robert Thompson, (970) 679-4503, (robert.thompson@state.co.us)

**6. FUNDING**

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. **Matching/Other Funds.** Grantee shall provide at least \$40,000.00 of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Grant Agreement and/or Exhibit B.

**6.2. Budget**

Budget Line Item(s)	Total Cost	Grant Funds	Other Funds	Other Funds Source
Personnel Services Costs (24 months)	\$84,000	\$44,000	\$40,000	Grantee
Operating/Program Costs	\$2,000	\$2,000	\$0	Grantee
<b>Total</b>	<b>\$86,000</b>	<b>\$46,000</b>	<b>\$40,000</b>	

**7. PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$43,700	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$2,300	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>	<b>\$46,000</b>	

**7.2. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

**8. ADMINISTRATIVE REQUIREMENTS**

**8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

**8.1.2. Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

**8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

**8.2.1. Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

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**EXHIBIT G – Sample OPTION LETTER**  
**OPTION LETTER \_\_\_\_\_**

<b>Date:</b>	<b>Original Grant Agreement CMS #:</b>	<b>CMS Routing #</b>
--------------	--	----------------------

- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
- a. Option to extend *(use this option for Extension of Time)*
  - b. Change in the maximum Grant Funds dollar amount within current term *(use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)*
  - c. Budget Line Item Adjustment(s) – reallocation of awarded Grant Funds to Budget Line Item(s) *(use this Option to redistribute existing Grant Funds between budget lines)*

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. **For use with Option 1(a):** In accordance with Section 5(A) of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date. Tables in Sections 4.3 and 4.5.2 of Exhibit B are deleted and replaced with the following:

<u>Milestone/Performance Measure</u>	<u>By:</u>
Provide DOLA with job description for the administrative intern position.	Within 60 days of the Effective Date of this Grant Agreement.
Hire the B&B intern.	Within 60 days of the Effective Date of this Grant Agreement.
Submit Monthly Pay Requests	See §4.5.2 below
Submit Monthly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

<u>Quarter</u>	<u>Year</u>	<u>Due Date</u>	<u>Pay Request</u>	<u>Status Report</u>
1 <sup>st</sup> (Jan-Mar)	2018	April 30, 2018	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2018	July 30, 2018	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2018	October 30, 2018	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2018	January 30, 2019	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2019	April 30, 2019	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2019	July 30, 2019	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2019	October 30, 2019	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2019	January 30, 2020	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2020	April 30, 2020	Yes	Yes

b. **For use with Option 1(b):** In accordance with Section 7(A) of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to amt of increase or (decrease), from beginning dollar amt to ending dollar amt. The maximum amount in Section 7.A. of the main body of the Grant is hereby changed to ending dollar amt. The Budget table in Section 6.2 and the Payment Schedule in Section 7.1, both of Exhibit B, are deleted and replaced with the following:

<u>Budget Line Item(s)</u>	<u>Total Cost</u>	<u>Grant Funds</u>	<u>Other Funds</u>	<u>Other Funds Source</u>
Personnel Services Costs (24 months)	\$77,000	\$42,000	\$35,000	Grantee
Operating/Program Costs	\$0	\$0	\$0	Grantee
<b>Total</b>	<b>\$77,000</b>	<b>\$42,000</b>	<b>\$35,000</b>	



Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>		

c. **For use with Option 1(c):** In accordance with Section 6.2 of Exhibit B of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in Section 6.2 of Exhibit B is deleted and replaced with the following:

Budget Line Item(s)	Total Cost	Grant Funds	Other Funds	Other Funds Source
Personnel Services Costs (24 months)	\$77,000	\$42,000	\$35,000	Grantee
Operating/Program Costs	\$0	\$0	\$0	Grantee
<b>Total</b>	<b>\$77,000</b>	<b>\$42,000</b>	<b>\$35,000</b>	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

**STATE OF COLORADO**  
**John W. Hickenlooper GOVERNOR**  
 Colorado Department of Local Affairs

By: \_\_\_\_\_  
 Irv Halter, Executive Director

Date: \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
 Yingtse Cha, Controller Delegate

Date: \_\_\_\_\_



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 27, 2018
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and Anton F. Fleith and Ronnie McConnell for property necessary for the York Street Improvements Project - York Street from East 78 <sup>th</sup> Avenue to Highway 224
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> 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 78<sup>th</sup> 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 Anton F. Fleith and Ronnie McConnell, 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  
Right-of-way agreement  
Exhibit A

**FISCAL IMPACT:**

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

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561701	\$23,488.00
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><u>\$23,488.00</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 ANTON F. FLEITH AND RONNIE MCCONNELL, FOR PROPERTY  
NECESSARY FOR THE YORK STREET IMPROVEMENTS PROJECT –  
YORK STREET FROM EAST 78<sup>TH</sup> AVENUE TO HIGHWAY 224**

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way and a temporary construction easement along York Street for the York Street Improvements Project - York Street from East 78<sup>th</sup> 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 parcels dedication are located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Anton F. Fleith and Ronnie McConnell (“Parcel 2A and 2B”); and,

WHEREAS, Adams County requires ownership of Parcel 2A and 2B for construction of the street improvements; and,

WHEREAS, Anton F. Fleith and Ronnie McConnell are willing to sell Parcel 2A and 2B 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 Anton F. Fleith and Ronnie McConnell, 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 **ANTON F. FLEITH AND RONNIE McCONNELL** whose address is 7760 York Street, Denver, Colorado 80229 ("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 7760 York Street, Denver, Colorado 80229, hereinafter (the "Property") for the York Street Improvements Project – York Street from East 78<sup>th</sup> 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 FOUR HUNDRED EIGHTY-EIGHT AND NO/100'S DOLLARS (\$23,488.00)** 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 **December 31, 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: Anton F. Fleith

By: R. McConnell

Printed Name: **Anton F. Fleith**

Printed Name: **Ronnie McConnell**

Title: **Owner**

Title: **Owner**

**Approved:**

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney

EXHIBIT "A"

RIGHT-OF-WAY PARCEL  
FROM  
ANTON F. FLEITH AND RONNIE MCCONNEL  
TO  
THE COUNTY OF ADAMS, STATE OF COLORADO

Being a portion of Parcel 1 as described in the Quit-Claim Deed recorded on June 1, 2011 in Reception No. 2011000034456 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, lying in the Southwest Quarter of the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, said Adams County, Colorado, being more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 25, from which the Southwest Corner of Southwest Quarter of the Northwest Quarter of said Section 25 bears South 00°12'30" West, a distance of 1316.24 feet; thence South 00°12'30" West, along the West line of the Southwest Quarter of the Northwest Quarter of said Section 25, a distance 206.19 feet to the Northwest corner of said Parcel 1 and the Point of Beginning:

Thence North 89°30'41" East, along the North line of Parcel 1, a distance of 40.75 feet;

Thence South 00°06'45" East, a distance 122.96 feet to the South line of said Parcel 1;

Thence South 89°41'44" West, along the South line of said Parcel 1, a distance 41.44 feet to the West line of the Southwest Quarter of the Northwest Quarter of said Section 25, said line being coincident with the West line of said Parcel 1;

Thence North 00°12'30" West, along said West line, a distance of 122.96 feet to the Point of Beginning.

Containing: 5,053 square feet, more or less.

Legal description prepared by:

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

Exhibit "B" attached and hereto made a part thereof



**EXHIBIT "B"**  
 LOCATED in the SW1/4 of the NW1/4 of SEC 36, T2S, R68W  
 of the 6th P.M.,  
 COUNTY OF ADAMS, STATE OF COLORADO

EAST 78TH AVENUE

POINT OF COMMENCEMENT  
 NW COR. SW1/4 NW1/4  
 SEC. 36, T2S, R68W



*Ian Cortez*

UNPLATTED  
 (BOOK 5421, PAGE 594)

YORK STREET

S00°12'30"W (BASIS OF BEARINGS) 1316.24'

POINT OF BEGINNING

N00°12'30"E 122.96'

RW-2A = 3,689 S.F., ±

N00°12'30"E 122.96'

RW-2B = 1,364 S.F., ±

S00°06'45"E 122.96'

N89°30'41"E  
 40.75'

30.00'

30.00'

10.75'

11.44'

30.00'

41.44'

S89°41'44"W

2  
 ANTON F. FLEITH &  
 RONNIE McCONNEL  
 UNPLATTED  
 PARCEL 1  
 (REC #2011000034456)



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







## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 27, 2018
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Phillip Mendoza to Adams County for the dedication of road right-of-way for York Street.
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78<sup>th</sup> Avenue to Highway 224. The County is in need of a portion of the Phillip Mendoza property for construction of curb, gutter, sidewalk, and drainage improvements. The attached resolution allows Adams County to accept the Warranty Deed.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed  
Planning Commission resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 WARRANTY DEED CONVEYING PROPERTY  
FROM PHILLIP MENDOZA  
TO ADAMS COUNTY FOR THE DEDICATION OF ROAD RIGHT OF WAY  
FOR YORK STREET**

**Resolution 2018-**

WHEREAS, Adams County is in the process of acquiring right-of-way for street improvements of the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224 (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 7371 York Street, located in the Southeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Phillip Mendoza (“Parcel”); and,

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

WHEREAS, Phillip Mendoza has executed a Warranty Deed to dedicate the parcel for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of January, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

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





# Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL 22 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 35, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID SE1/4 TO BEAR S00°01'12"W, THENCE S01°53'59"W, 1524.21 FEET TO THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 6118 AT PAGE 60, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING;**

THENCE N89°35'02"E, 10.00 FEET ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF YORK STREET; THENCE S00°01'12"W, 91.06 FEET ALONG SAID WESTERLY LINE OF YORK STREET; THENCE S10°32'07"W, 23.84 FEET ALONG SAID WESTERLY LINE OF YORK STREET TO THE SOUTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 6118 AT PAGE 60; THENCE S89°35'02"W, 5.65 ALONG SAID SOUTHERLY LINE; THENCE N00°01'12"E, 114.46 FEET TO THE **TRUE POINT OF BEGINNING.**

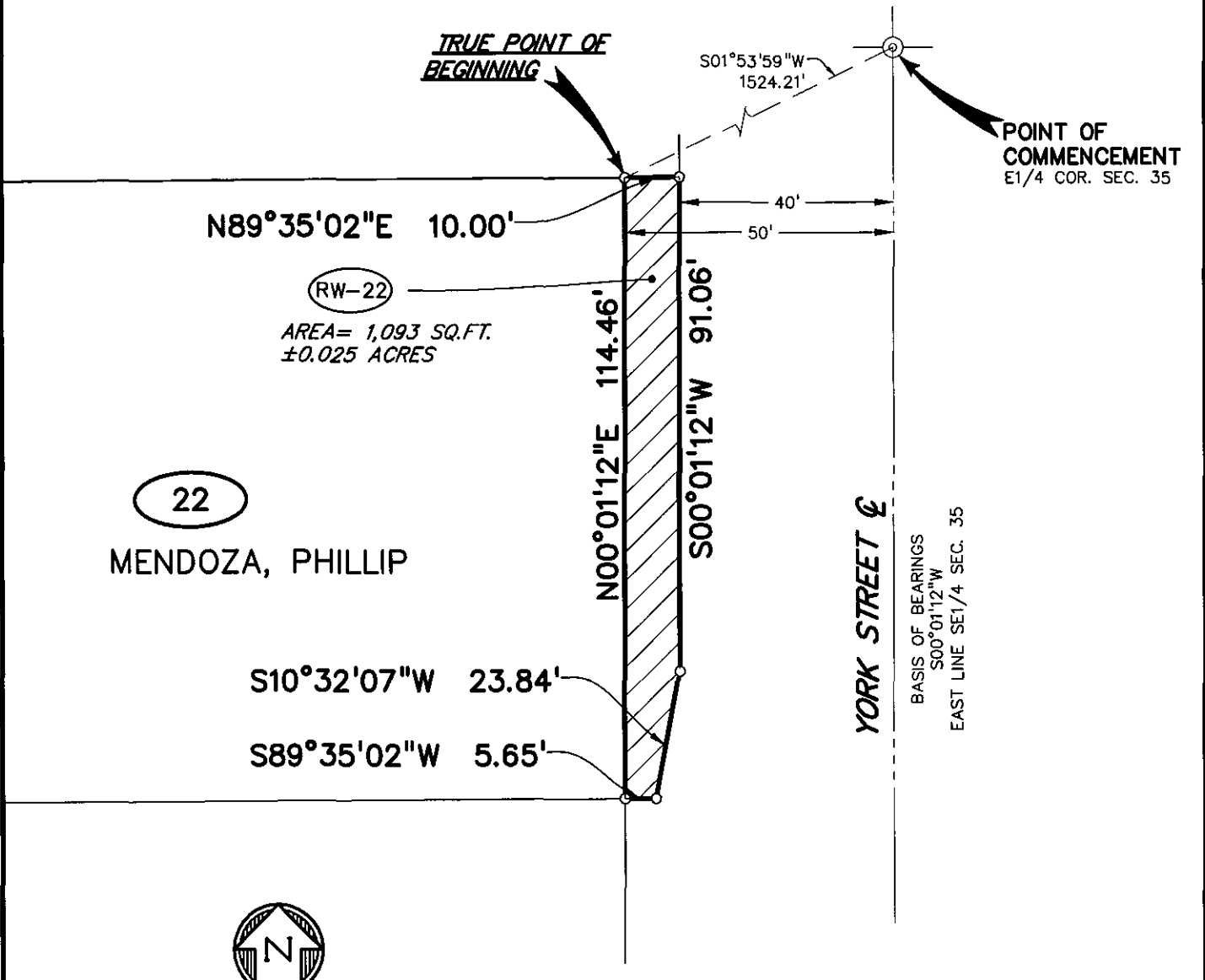
CONTAINING 0.025 ACRES OR 1,093 SQUARE FEET, MORE OR LESS.

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





# EXHIBIT PARCEL 22 R.O.W. DEDICATION



(22)  
MENDOZA, PHILLIP



SCALE 1" = 30'

**NOTES**

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

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

**Drexel, Barrell & Co.**      Engineers/Surveyors  
 1800 38TH STREET BOULDER, COLORADO 80301    (303) 442-4338

BOULDER, COLORADO    (303) 442-4338  
 COLORADO SPRINGS, COLORADO    (719) 260-0887  
 GREELEY, COLORADO    (970) 361-0645

Revisions - Date	Date	Drawn By	Job No.
	4-21-16	JRF	<b>20805</b>
	Scale	Checked By	Drawing No.
	1" = 30'	MES	<b>IN FILE</b>

AGENDA ITEM \_\_\_\_

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A WARRANTY DEED FROM PHILLIP MENDOZA, TO  
ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11th day of January, 2018, the following proceedings and others were had and done, to wit:

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

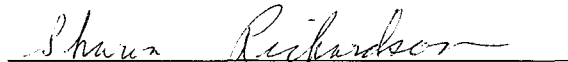
Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with York Street Improvements Project - York Street from East 78<sup>th</sup> Avenue to Highway 224, for a portion of 7371 York Street located in the Southeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners.

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

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

  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 27, 2018
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from 74 <sup>th</sup> Avenue Limited Partnership to Adams County for the dedication of road right-of-way for York Street.
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78<sup>th</sup> Avenue to Highway 224. The County is in need of a portion of the 74<sup>th</sup> Avenue Limited Partnership property for construction of curb, gutter, sidewalk, and drainage improvements. The attached resolution allows Adams County to accept the Warranty Deed.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed  
Planning Commission resolution



**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 WARRANTY DEED CONVEYING PROPERTY  
FROM 74<sup>th</sup> AVENUE LIMITED PARTNERSHIP  
TO ADAMS COUNTY FOR THE DEDICATION OF ROAD RIGHT OF WAY  
FOR YORK STREET**

**Resolution 2018-**

WHEREAS, Adams County is in the process of acquiring right-of-way for street improvements of the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224 (“Project”); and,

WHEREAS, these right-of-way parcels are from property at 7450 York Street, located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and are owned by 74<sup>th</sup> Avenue Limited Partnership (“Parcels”); and,

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

WHEREAS, 74<sup>th</sup> Avenue Limited Partnership has executed a Warranty Deed to dedicate the parcels for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of January, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Warranty Deed from 74<sup>th</sup> Avenue Limited Partnership, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

**WARRANTY DEED**

**THIS DEED**, dated this 8<sup>th</sup> day of **November 2017**, between **74<sup>th</sup> Avenue Limited Partnership**, owners, of the County of Adams and State of Colorado, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

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

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

Dedicated for: **York Street**

Also known by street and number as: **7450 York Street**

Assessor's schedule or parcel number: **part of 0171736300055 and 0171936300056**  
9


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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2015 taxes due in 2016 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.

74<sup>th</sup> Avenue Limited Partnership, owner

By:   
**Nick J. Zieser, CFO**

  
**KEITH M. LANDIS**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20064011351**  
**MY COMMISSION EXPIRES 03/23/2018**

STATE OF COLORADO    )  
  ) §  
County of Wapahoe    )

The foregoing instrument was acknowledged before me this 8 day of November, 2017,  
Nick J Zieser, as owners.

My commission expires: 3/23/2018

Witness my hand and official seal  
  
Notary Public

**KEITH M. LANDIS**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20064011351**  
**MY COMMISSION EXPIRES 03/23/2018**





# Drexel, Barrell & Co.

MAY 16, 2017

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL 17 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 S02°13'45"E, 1146.73 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 4996 AT PAGE 568, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND LABELED "5' DEDICATED FOR YORK ST." AS SHOWN ON THE PLAT OF MARY D. CIANCIO TRACT AS RECORDED AT RECEPTION NO. 953938 IN THE ADAMS COUNTY RECORDS, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

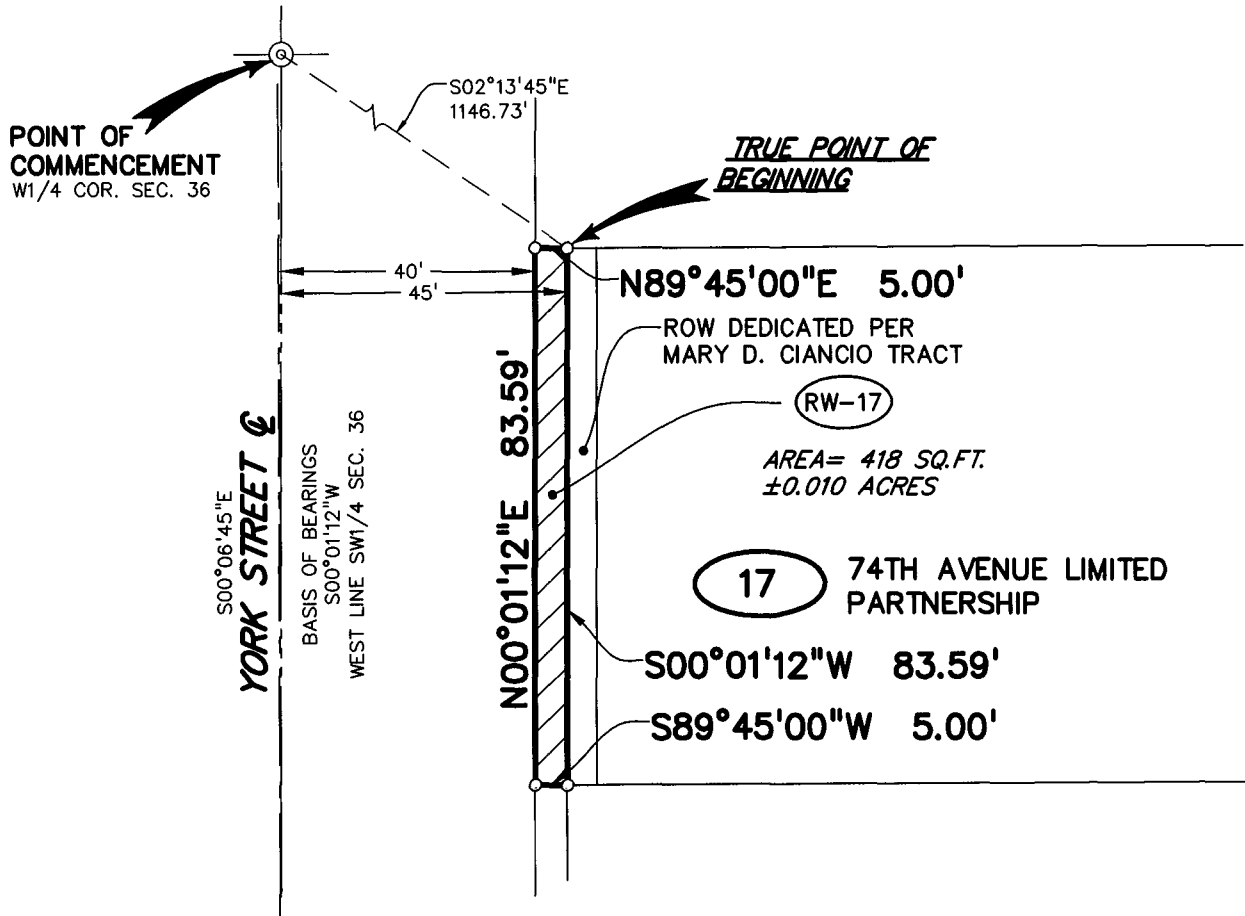
THENCE S00°01'12"W, 83.59 FEET ALONG THE WESTERLY LINE OF SAID TRACT OF LAND LABELED "5' DEDICATED FOR YORK ST." AS SHOWN ON THE PLAT OF MARY D. CIANCIO TRACT TO THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2012000098083, IN THE ADAMS COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND LABELED "5' DEDICATED FOR YORK ST." AS SHOWN ON THE PLAT OF MARY D. CIANCIO TRACT; THENCE S89°45'00"W, 5.00 FEET ALONG SAID NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2012000098083; THENCE N00°01'12"E, 83.59 FEET TO SAID SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 4996 AT PAGE 568; THENCE N89°45'00"E, 5.00 FEET ALONG SAID SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 4996 AT PAGE 568 TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.010 ACRES OR 418 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 17 R.O.W. DEDICATION



SCALE 1" = 30'

**NOTES**

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

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



**Drexel, Barrell & Co.** Engineers/Surveyors  
 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338  
 BOULDER, COLORADO (303) 442-4338  
 COLORADO SPRINGS, COLORADO (719) 260-0887  
 GREELEY, COLORADO (970) 361-0646

Revisions - Date	Date 5-16-17	Drawn By VJD	Job No. <b>20805-00</b>
	Scale 1"=30'	Checked By MES	Drawing No. <b>IN FILE</b>



# Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL 16 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 S02°51'03"E, 983.25 FEET TO THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 4996 AT PAGE 568, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S00°06'45"E, 163.81 FEET TO THE SOUTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 4996 AT PAGE 568; THENCE S89°45'00"W, 9.62 FEET TO THE EASTERLY LINE OF YORK STREET; THENCE N00°01'12"E, 163.81 FEET ALONG SAID EASTERLY LINE TO SAID NORTHERLY LINE; THENCE N89°45'00"E, 9.24 FEET ALONG SAID NORTHERLY LINE TO THE **TRUE POINT OF BEGINNING**.

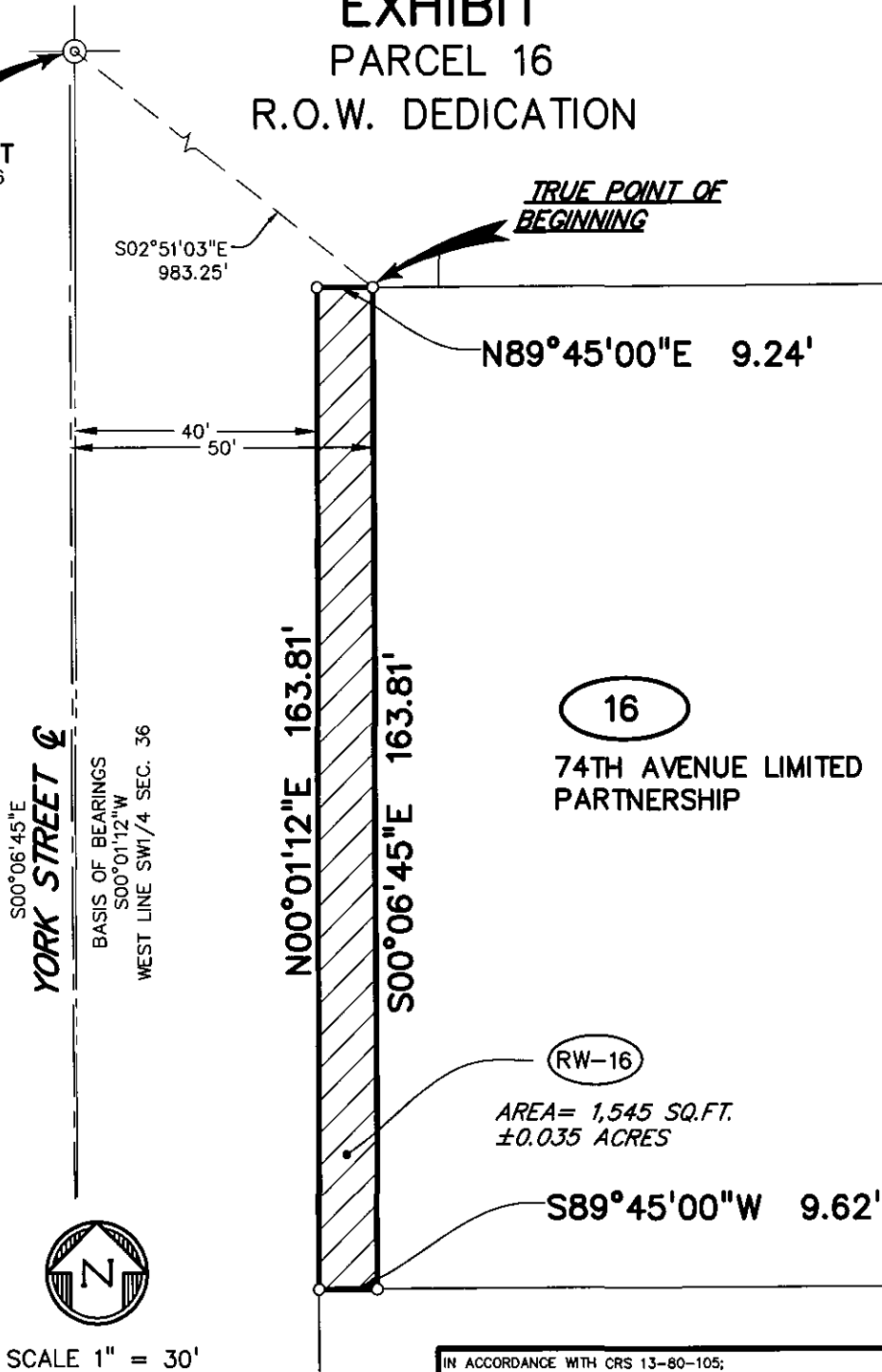
CONTAINING 0.035 ACRES OR 1,545 SQUARE FEET, MORE OR LESS.

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



# EXHIBIT PARCEL 16 R.O.W. DEDICATION

POINT OF COMMENCEMENT  
W1/4 COR. SEC. 36



**NOTES**

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

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

**Drexel, Barrell & Co.**      Engineers/Surveyors  
 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338



BOULDER, COLORADO (303) 442-4338  
 COLORADO SPRINGS, COLORADO (719) 280-0887  
 GREELEY, COLORADO (970) 351-0645

Revisions - Date	Date 4-21-16	Drawn By JRF	Job No. <b>20805</b>
	Scale 1"=30'	Checked By MES	Drawing No. <b>IN FILE</b>

AGENDA ITEM 5H

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A WARRANTY DEED FROM 74<sup>TH</sup> AVENUE LIMITED  
PARTNERSHIP, TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11th day of January, 2018, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from 74<sup>th</sup> Avenue Limited Partnership, for right-of-way purposes on the following described land to wit:

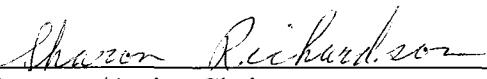
Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with York Street Improvements Project - York Street from East 78<sup>th</sup> Avenue to Highway 224, for a portion of 7450 York Street located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners.

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

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

  
\_\_\_\_\_  
Chairperson/Acting Chairperson  
Adams County Planning Commission





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 27, 2018
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from GGRG, LLC to Adams County, for the dedication of road right-of-way for York Street and East 74 <sup>th</sup> Avenue.
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way for street improvements for the York Street Improvements Project –York Street from East 78<sup>th</sup> Avenue to Highway 224. The County is in need of a portion of the GGRG, LLC property for construction of curb, gutter, sidewalk, and drainage improvements. The attached resolution allows Adams County to accept the Warranty Deed.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed  
Planning Commission resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 WARRANTY DEED CONVEYING PROPERTY  
FROM GGRG, LLC,  
TO ADAMS COUNTY FOR THE DEDICATION OF ROAD RIGHT OF WAY  
FOR YORK STREET AND EAST 74<sup>TH</sup> AVENUE**

**Resolution 2018-**

WHEREAS, Adams County is in the process of acquiring right-of-way for street improvements of the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224 (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 7395 York Street, located in the Southeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by GGRG, LLC (“Parcel”); and,

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

WHEREAS, GGRG, LLC, has executed a Warranty Deed to dedicate the parcel for road right-of-way purposes for York Street and East 74<sup>th</sup> Avenue that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of January, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

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

**WARRANTY DEED**

**THIS DEED**, dated this 6<sup>th</sup> day of October 2017, between **GGRG, LLC, a Colorado Limited Liability Company**, owner, of the County of Adams and State of Colorado, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

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

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

Dedicated for York Street  
Also known by street and number as: 7395 York Street  
Assessor's schedule or parcel number: part of 0171935400061

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2015 taxes due in 2016 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.

GGRG, LLC, a Colorado Limited Liability Company, Owner

By: *Gina Versacei*, Owner

**KEITH M. LANDIS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20064011351  
MY COMMISSION EXPIRES 03/23/2018**

STATE OF COLORADO    )  
  )§  
County of Arapahoe    )

The foregoing instrument was acknowledged before me this 6 day of October, 2017, Gina Versacei and \_\_\_\_\_, as owners.

My commission expires: 3/23/2018

Witness my hand and official seal.  
*Keith M. Landis*

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



# Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

**Boulder  
Colorado Springs  
Greeley**

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL 23 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 35, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID SE1/4 TO BEAR S00°01'12"W, THENCE S03°32'48"W, 1333.00 FEET TO THE SOUTHERLY LINE OF EAST 74TH AVENUE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N89°30'30"E, 42.00 FEET ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF YORK STREET; THENCE S00°01'12"W, 193.22 FEET ALONG SAID WESTERLY LINE OF YORK STREET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2014000050482 IN THE ADAMS COUNTY RECORDS; THENCE S89°35'02"W, 10.00 FEET ALONG SAID SOUTHERLY LINE; THENCE N00°01'12"E, 161.20 FEET; THENCE N45°14'09"W, 45.05 FEET TO THE **TRUE POINT OF BEGINNING**.

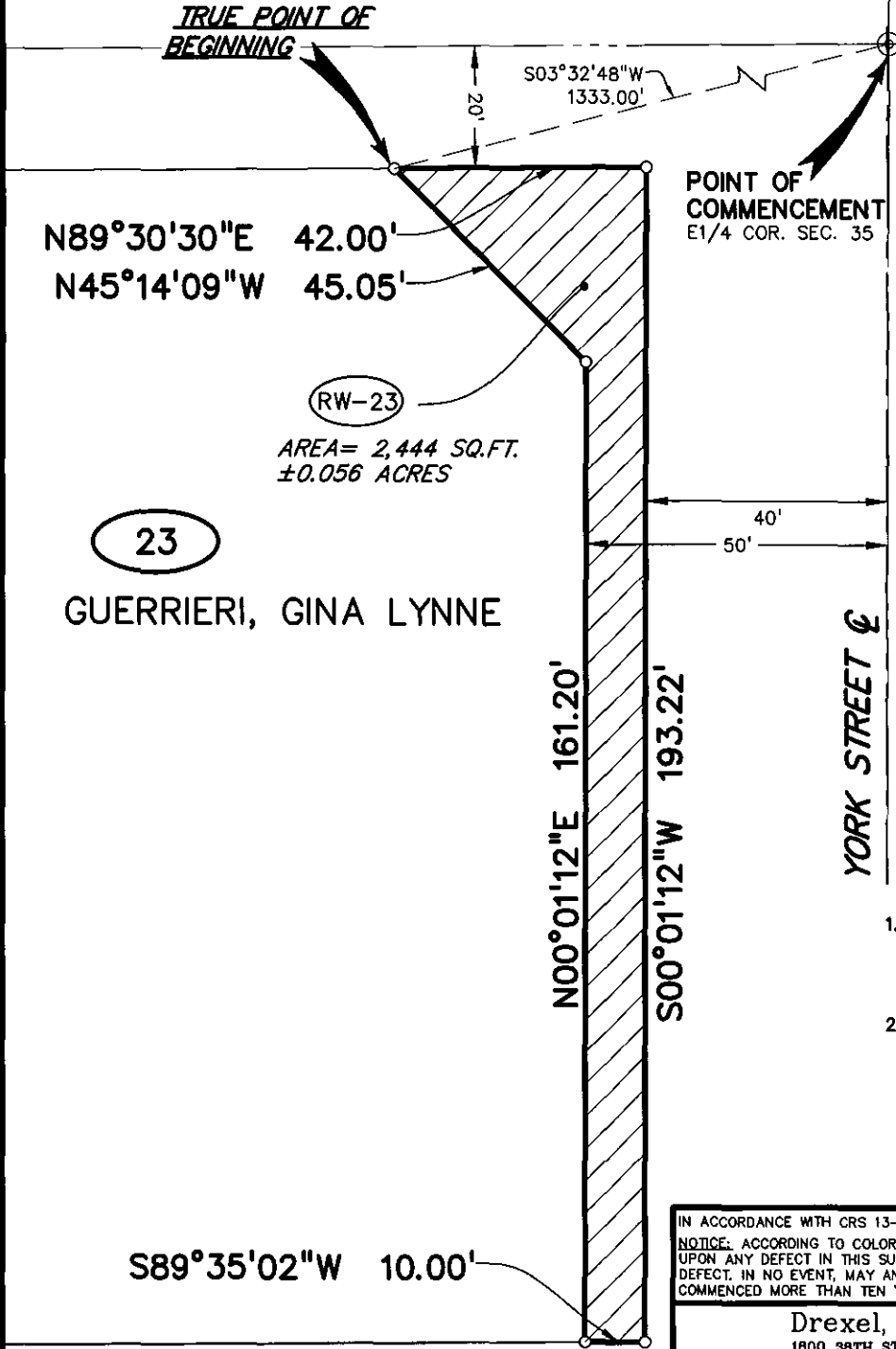
CONTAINING 0.056 ACRES OR 2,444 SQUARE FEET, MORE OR LESS.

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





# EXHIBIT PARCEL 23 R.O.W. DEDICATION



BASIS OF BEARINGS  
 $S00^{\circ}01'12''W$   
EAST LINE SE1/4 SEC. 35



SCALE 1" = 30'

**NOTES**

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

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

**Drexel, Barrell & Co.** Engineers/Surveyors  
1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338  
COLORADO SPRINGS, COLORADO (719) 260-0887  
GREELEY, COLORADO (970) 351-0645

Revisions - Date	Date	Drawn By	Job No.
	4-21-16	JRF	<b>20805</b>
	Scale	Checked By	Drawing No.
	1"=30'	MES	<b>IN FILE</b>

AGENDA ITEM 5D

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A WARRANTY DEED FROM GGRG, LLC, TO ADAMS  
COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11th day of January, 2018, the following proceedings and others were had and done, to wit:

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

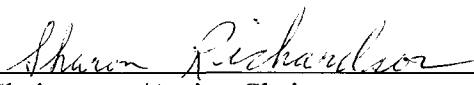
Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with York Street Improvements Project - York Street from East 78<sup>th</sup> Avenue to Highway 224, for a portion of 7395 York Street located in the Southeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners.

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

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

  
\_\_\_\_\_  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 27, 2018
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Derek R. Metcalfe to Adams County for the dedication of road right-of-way for York Street and East 77 <sup>th</sup> Avenue.
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way for street improvements for the York Street Improvements Project –York Street from East 78<sup>th</sup> Avenue to Highway 224. The County is in need of a portion of the Derek R. Metcalfe property for construction of curb, gutter, sidewalk, and drainage improvements. The attached resolution allows Adams County to accept the Warranty Deed.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed  
Planning Commission resolution



**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 WARRANTY DEED CONVEYING PROPERTY  
FROM DEREK R. METCALFE  
TO ADAMS COUNTY FOR THE DEDICATION OF ROAD RIGHT OF WAY  
FOR YORK STREET AND EAST 77<sup>TH</sup> AVENUE**

**Resolution 2018-**

WHEREAS, Adams County is in the process of acquiring right-of-way for street improvements of the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224 (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 7701 York Street, located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Derek R. Metcalfe (“Parcel”); and,

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

WHEREAS, Derek R. Metcalfe has executed a Warranty Deed to dedicate the parcel for road right-of-way purposes for York Street and East 77<sup>th</sup> Avenue that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of January, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

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

**WARRANTY DEED**

**THIS DEED**, dated this 7<sup>th</sup> day of **November, 2017**, between **Derek R. Metcalfe**, owner, of the County of Adams and State of Colorado, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

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

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

Dedicated for **York Street**

Also known by street and number as: **7701 York Street**

Assessor's schedule or parcel number: **part of 0171935112005**

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2015 taxes due in 2016 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.

Derek R. Metcalfe, Owner

By: \_\_\_\_\_



STATE OF COLORADO )

) §

County of Arapahoe )

The foregoing instrument was acknowledged before me this 7 day of November, 2017, Derek Metcalfe, as owner.

My commission expires: 3/23/2018

Witness my hand and official seal.

Notary Public



# Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

**Boulder  
Colorado Springs  
Greeley**

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL 32 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 35, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID NE1/4 TO BEAR N00°12'30"E, THENCE N04°16'47"W, 766.74 FEET TO THE WESTERLY LINE OF YORK STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

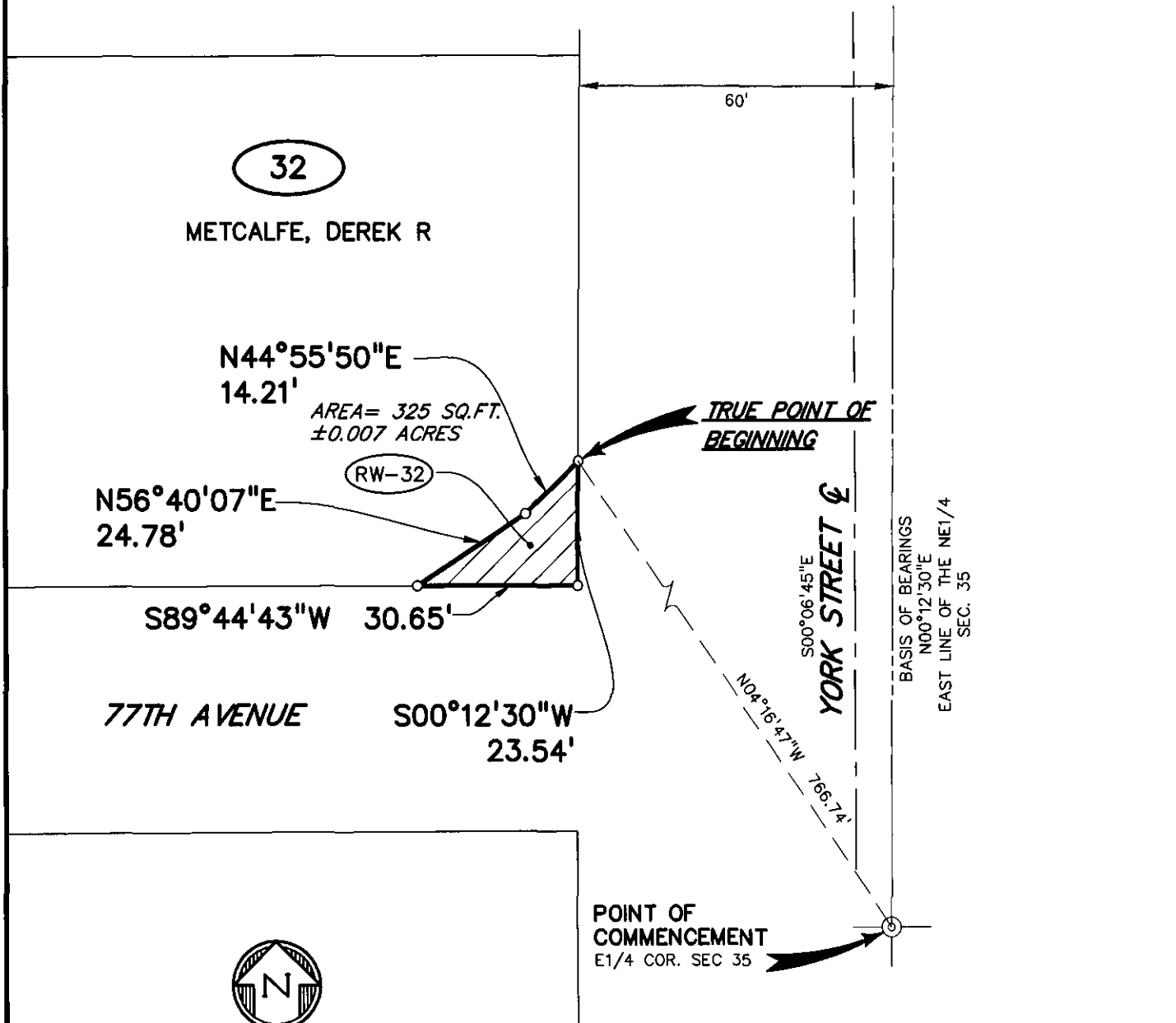
THENCE S00°12'30"W, 23.54 FEET ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF EAST 77TH AVENUE; THENCE S89°44'43"W, 30.65 FEET ALONG SAID NORTHERLY LINE OF EAST 77TH AVENUE THENCE N56°40'07"E, 24.78 FEET; THENCE N44°55'50"E, 14.21 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.007 ACRES OR 325 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 32 R.O.W. DEDICATION



SCALE 1" = 30'

**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  
 1600 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338  
 BOULDER, COLORADO (303) 442-4338  
 COLORADO SPRINGS, COLORADO (719) 280-0887  
 GREELEY, COLORADO (970) 351-0645



Revisions - Date	Date 4-21-18	Drawn By JRF	Job No. <b>20805</b>
	Scale 1"=30'	Checked By MES	Drawing No. <b>IN FILE</b>

AGENDA ITEM 5G

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A WARRANTY DEED FROM DEREK R. METCALFE, TO  
ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11th day of January, 2018, the following proceedings and others were had and done, to wit:

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

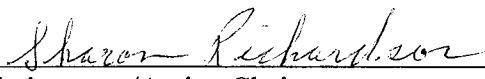
Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with York Street Improvements Project - York Street from East 78<sup>th</sup> Avenue to Highway 224, for a portion of 7701 York Street located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners.

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

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

  
\_\_\_\_\_  
Chairperson/Acting Chairperson  
Adams County Planning Commission





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 27, 2018
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Sun Enterprises, Inc. to Adams County for the dedication of road right-of-way for York Street.
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78<sup>th</sup> Avenue to Highway 224. The County is in need of a portion of the Sun Enterprises, Inc. property for construction of curb, gutter, sidewalk, and drainage improvements. The attached resolution allows Adams County to accept the Warranty Deed.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed  
Planning Commission resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 WARRANTY DEED CONVEYING PROPERTY  
FROM SUN ENTERPRISES, INC.,  
TO ADAMS COUNTY FOR THE DEDICATION OF ROAD RIGHT OF WAY  
FOR YORK STREET**

**Resolution 2018-**

WHEREAS, Adams County is in the process of acquiring right-of-way for street improvements of the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224 (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 2260 East 74<sup>th</sup> Place, located in the Southeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Sun Enterprises, Inc. (“Parcel”); and,

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

WHEREAS, Sun Enterprises, Inc., has executed a Warranty Deed to dedicate the parcel for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of January, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

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

**WARRANTY DEED**

**THIS DEED**, dated this 6th day of October 2017, between **Sun Enterprises, Inc., a Colorado Corporation**, of the County of Adams and State of Colorado, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

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

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

Dedicated for York Street Avenue  
Also known by street and number as: 2260 East 74<sup>th</sup> Place  
Assessor's schedule or parcel number: part of 0171935404007

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2016 taxes due in 2017 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.



Sun Enterprises, Inc., a Colorado Corporation

By: [Signature]  
Print Name: Ronald L Lang  
Print Title: PRES.

STATE OF COLORADO    )  
  )§  
County of Arapahoe    )

The foregoing instrument was acknowledged before me this 6 day of October, 2017, by Ronald Lang, as President of Sun Enterprises, Inc., a Colorado Corporation.

My commission expires: 3/23/2018

Witness my hand and official seal:  
[Signature]  
Notary Public



# Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL 26 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 35, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID SE1/4 TO BEAR S00°01'12"W, THENCE S03°13'15"W, 911.99 FEET TO THE WESTERLY LINE OF YORK STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

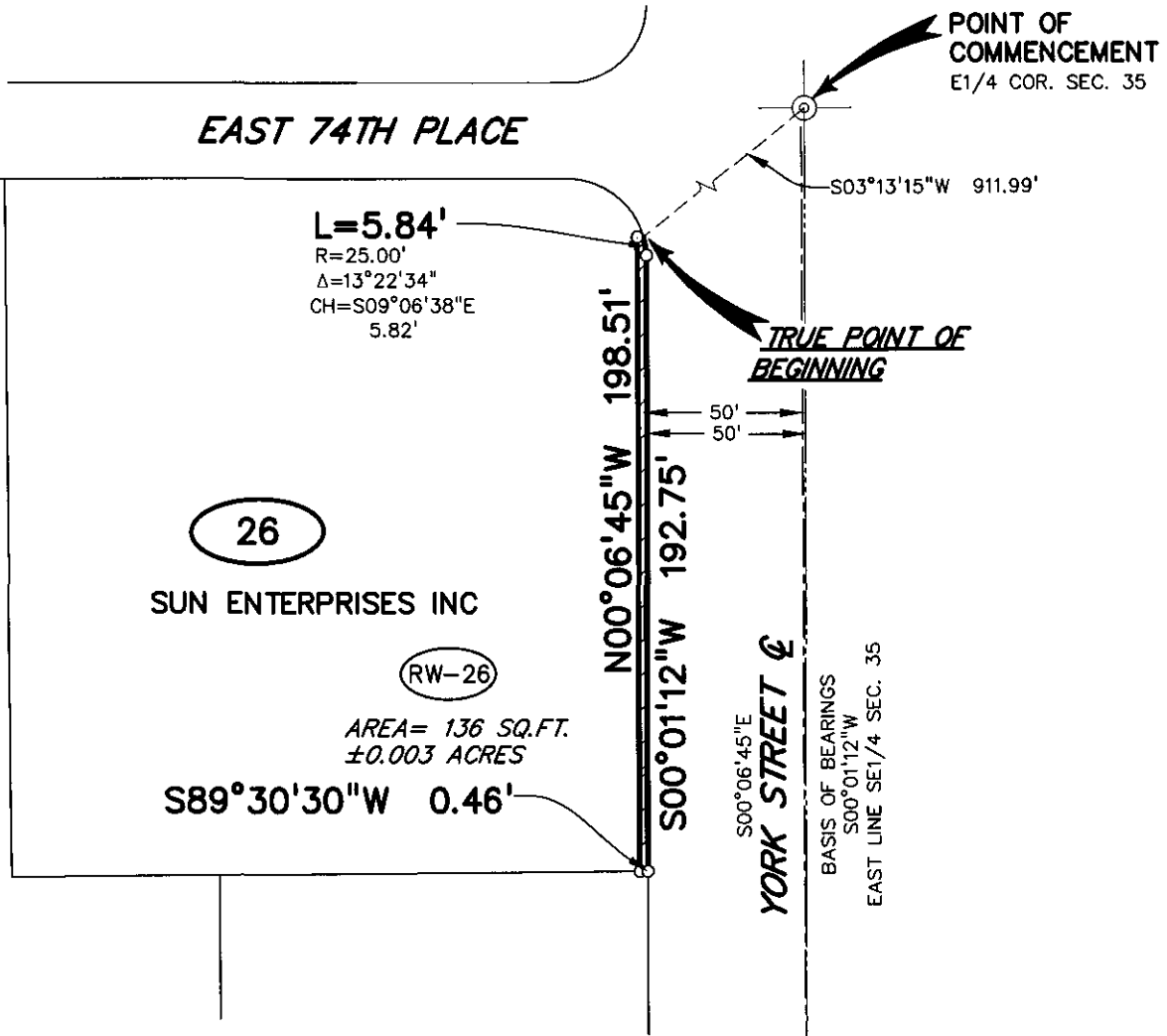
THENCE SOUTHERLY, 5.84 FEET ALONG SAID WESTERLY LINE AND ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 13°22'34" AND BEING SUBTENDED BY A CHORD THAT BEARS S09°06'38"E, 5.82 FEET; THENCE S00°01'12"W, 192.75 FEET ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF LOT 7, REPLAT OF MAZONE SUBDIVISION AS RECORDED IN THE ADAMS COUNTY RECORDS; THENCE S89°30'30"W, 0.46 FEET ALONG SAID SOUTHERLY LINE OF LOT 7; THENCE N00°06'45"W, 198.51 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.003 ACRES OR 136 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 26 R.O.W. DEDICATION



SCALE 1" = 60'

**NOTES**

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

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



**Drexel, Barrell & Co.** Engineers/Surveyors  
 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338  
 COLORADO SPRINGS, COLORADO (719) 280-0887  
 GREELEY, COLORADO (970) 351-0845

Revisions - Date	Date	Drawn By	Job No.
	4-21-16	JRF	<b>20805</b>
	Scale	Checked By	Drawing No.
	1"=60'	MES	<b>IN FILE</b>



AGENDA ITEM 5E

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A WARRANTY DEED FROM SUN ENTERPRISES, INC., TO  
ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11th day of January, 2018, the following proceedings and others were had and done, to wit:

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

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

WHEREAS, this Warranty Deed is in conjunction with York Street Improvements Project - York Street from East 78<sup>th</sup> Avenue to Highway 224, for a portion of 2260 East 74<sup>th</sup> Place, being a part of Lot 7 of the Replat of Mazone Subdivision, located in the Southeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners.

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

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

  
\_\_\_\_\_  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 27, 2018
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from James Lee Ruscetta and Margaret Ann Rose to Adams County for the dedication of road right-of-way for York Street.
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78<sup>th</sup> Avenue to Highway 224. The County is in need of a portion of the James Lee Ruscetta and Margaret Ann Rose property for construction of curb, gutter, sidewalk, and drainage improvements. The attached resolution allows Adams County to accept the Warranty Deed.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed  
Planning Commission resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 WARRANTY DEED CONVEYING PROPERTY  
FROM JAMES LEE RUSCETTA AND MARGARET ANN ROSE  
TO ADAMS COUNTY FOR THE DEDICATION OF ROAD RIGHT OF WAY  
FOR YORK STREET**

**Resolution 2018-**

WHEREAS, Adams County is in the process of acquiring right-of-way for street improvements of the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224 (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 7700 York Street, located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by James Lee Ruscetta and Margaret Ann Rose (“Parcel”); and,

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

WHEREAS, James Lee Ruscetta and Margaret Ann Rose have executed a Warranty Deed to dedicate the parcel for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of January, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Warranty Deed from James Lee Ruscetta and Margaret Ann Rose, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.



**WARRANTY DEED**

**THIS DEED**, dated this **13th** day of **October 2017**, between **James Lee Ruscetta AND Margaret Ann Rose**, owners, of the County of Adams and State of Colorado, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

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

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

Dedicated for **York Street Improvements**  
Also known by street and number as: **7700 York Street**  
Assessor's schedule or parcel number: part of **0171936200008**

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2015 taxes due in 2016 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.

James Lee Ruscetta, Owner

Margaret Ann Rose, Owner

By: James Lee Ruscetta

By: Margaret Ann Rose

STATE OF COLORADO    )  
  )§  
County of Arapahoe    )

The foregoing instrument was acknowledged before me this 13 day of October, 2017, James Lee Ruscetta and Margaret Ann Rose, as owners.

My commission expires: 3/23/2018

Witness my hand and official seal.  
[Signature]

Notary Public

**KEITH M. LANDIS**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20064011351**  
**MY COMMISSION EXPIRES 03/23/2018**



# Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL 4 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE NW1/4 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 NW1/4 TO BEAR N00°12'30"E, THENCE N03°58'05"E, 660.06 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 5687 AT PAGE 105, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

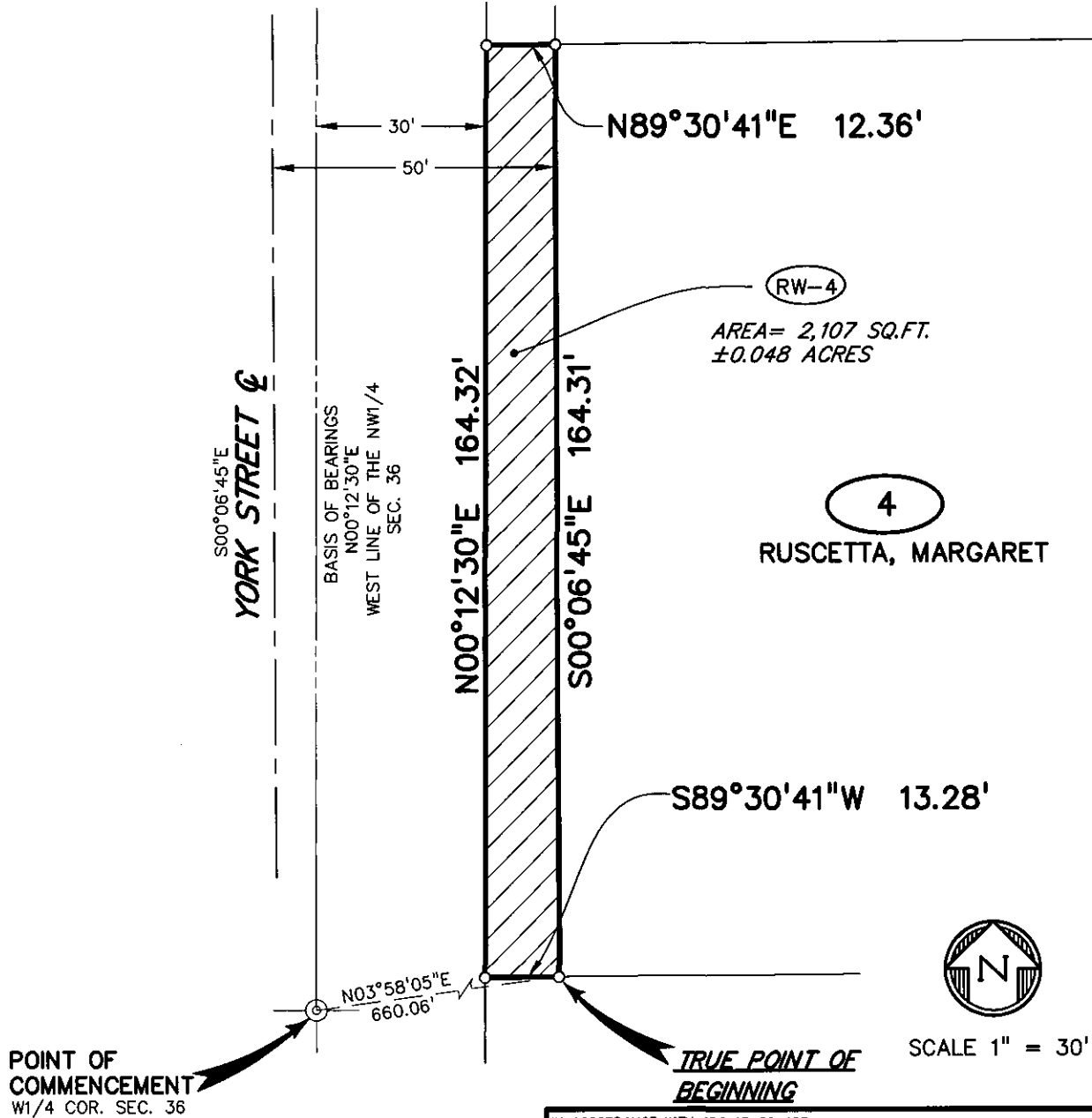
THENCE S89°30'41"W, 13.28 FEET TO THE EASTERLY LINE OF YORK STREET, THENCE N00°12'30"E, 164.32 FEET ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5687 AT PAGE 105; THENCE N89°30'41"E, 12.36 FEET ALONG SAID NORTHERLY LINE; THENCE S00°06'45"E, 164.31 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.048 ACRES OR 2,107 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 4 R.O.W. DEDICATION



**POINT OF COMMENCEMENT**  
W1/4 COR. SEC. 36

**TRUE POINT OF BEGINNING**

SCALE 1" = 30'

**NOTES**

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

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

**Drexel, Barrell & Co.**      Engineers/Surveyors  
 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338  
 COLORADO SPRINGS, COLORADO (719) 260-0887  
 GREELEY, COLORADO (970) 351-0645

Revisions - Date	Date 4-21-16	Drawn By JRF	Job No. <b>20805</b>
	Scale 1"=30'	Checked By MES	Drawing No. <b>IN FILE</b>

AGENDA ITEM 5A

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A WARRANTY DEED FROM JAMES LEE RUSCETTA AND  
MARGARET ANN ROSE TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11th day of January, 2018, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from James Lee Ruscetta and Margaret Ann Rose for right-of-way purposes on the following described land to wit:


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

WHEREAS, this Warranty Deed is in conjunction with York Street Improvements Project - York Street from East 78<sup>th</sup> Avenue to Highway 224, for a portion of 7700 York Street located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners.

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

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

  
\_\_\_\_\_  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 27, 2018
<b>SUBJECT:</b> Acceptance of Warranty Deed from Harold D. Hosmer
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed by resolution

### **BACKGROUND:**

Adams County is acquiring property in conjunction with the East 120<sup>th</sup> Avenue Expansion Project - Trussville Street to Imboden Road, located in the Northwest Quarter of Section 5, Township 2 South, Range 64 West of the 6<sup>th</sup> 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  
Draft Resolution



**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 HAROLD D. HOSMER TO  
ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

**Resolution 2018-**

WHEREAS, Adams County received a Warranty Deed in 2007 for right-of-way dedication for East 120<sup>th</sup> Avenue and Imboden Mile Road right-of-way in conjunction with the East 120<sup>th</sup> Avenue Expansion Project - Trussville Street to Imboden Road, located in the Northwest Quarter of Section 5, Township 2 South, Range 64 West of the 6<sup>th</sup> 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 Harold D. Hosmer, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2007000018281.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Harold D. Hosmer, a copy of which has been duly recorded, is hereby accepted by Adams County.

WARRANTY DEED

THIS DEED, dated this 19 day of FEBRUARY, 2007,  
between HAROLD D. HOSMER,  
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 ONE THOUSAND FIVE HUNDRED AND NO/100'S  
DOLLARS (\$1,500.00) and other good and valuable consideration, the receipt and sufficiency of which is  
hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents doth grant,  
bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real  
property, together with improvements, if any, situate, lying and being in the said County of Adams, State  
of Colorado, described as follows:

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

Dedicated for East 120th Avenue and Imboden Mile Road  
Also known by street and number as: Vacant Land  
Assessor's schedule or parcel number: part of 0-1727-00-0-00-190

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;

3  
1  
2

TO HAVE AND TO HOLD the said premises above bargained and described, with the  
appurtenances, unto the grantee, its successors and assigns forever. The grantor, for himself, his heirs and  
personal representatives, do covenant, grant, bargain and agree to and with the grantee, its successors and  
assigns, that at the time of the ensealing and delivery of these presents, he 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.

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

Harold D. Hosmer  
Harold D. Hosmer

STATE OF COLORADO )  
  ) ss  
County of Adams         )

The foregoing instrument was acknowledged before me this 19 day of FEBRUARY, 2007, by Harold  
D. Hosmer.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

Harvey R. Smith  
Notary Public



After Recording, Please Mail To:  
Adams County Public Works  
12200 N. Pecos St. 3rd Floor  
Westminster, CO 80234  
Attn: Right of Way Agent

X

X



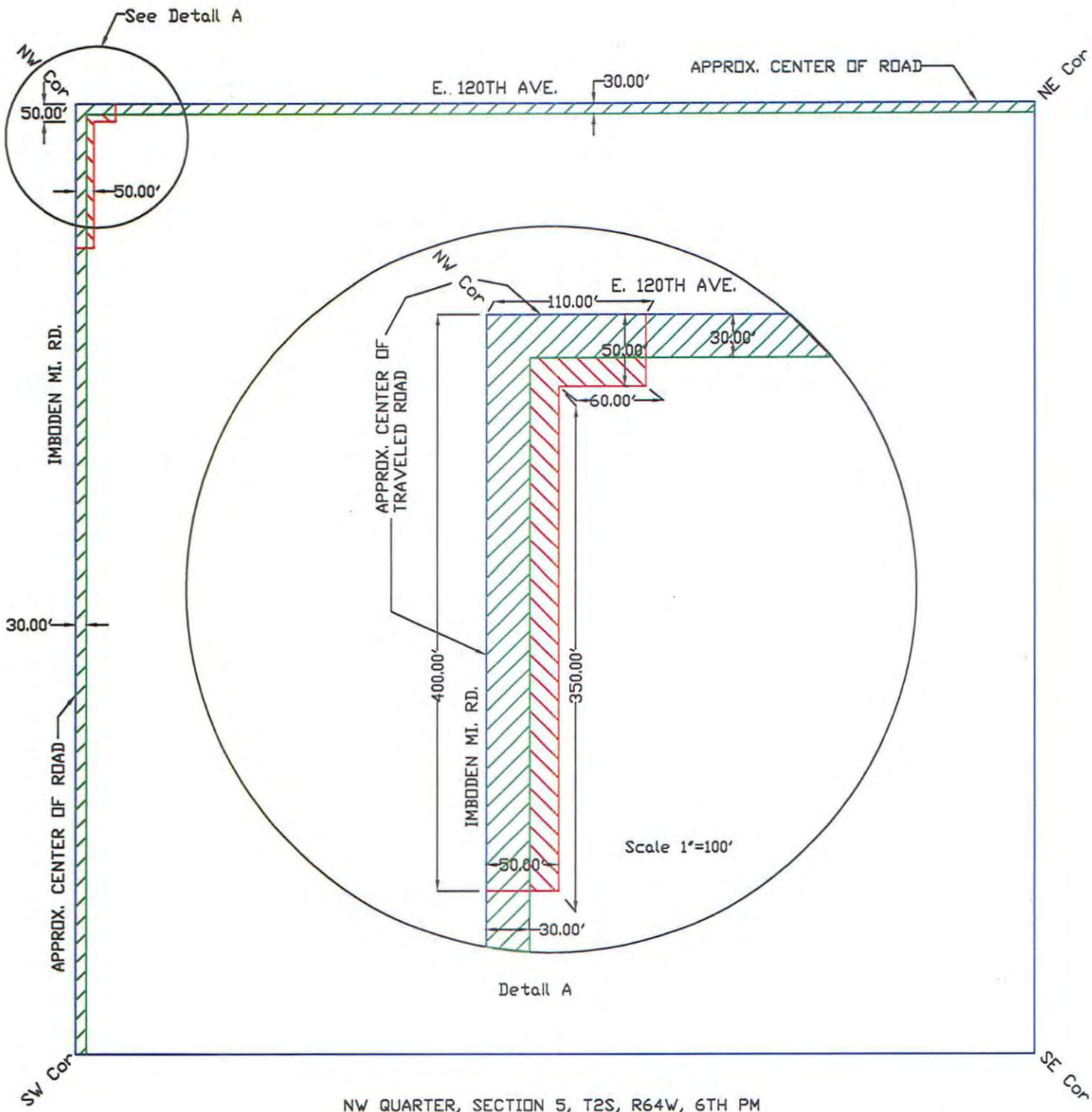
**EXHIBIT "A"**  
**TO**  
**WARRANTY DEED**  
**BETWEEN**  
**HAROLD D. HOSMER**  
**AND**  
**THE COUNTY OF ADAMS, STATE OF COLORADO**

That part of the Northwest Quarter of Section 5, Township 2 South, Range 64 West of the 6th P.M., County of Adams, State of Colorado being more particularly described as follows:

Beginning at the Northwest Corner of the Northwest Quarter of said Section 5; thence South along the West Line of said Northwest Quarter of said Section 5 a distance of 400.00 feet; thence East parallel with the North Line of the Northwest Quarter of said Section 5 a distance of 50.00 feet; thence North parallel with and 50.00 feet east of, measured perpendicular to, the West Line of the Northwest Quarter of said Section 5 a distance of 350.00 feet; thence East parallel with and 50.00 feet south of, measured perpendicular to, the North Line of the Northwest Quarter of said Section 5 a distance of 60.00 feet; thence North parallel with the West Line of the Northwest Quarter of said Section 5 a distance of 50.00 feet; thence West along the North Line of the Northwest Quarter of said Section 5 a distance of 110.00 feet to the True Point of Beginning.

Contains 23,000.0 square feet or 0.528 acres more or less of which 14,400.0 square feet or 0.331 acres are within existing road right-of-way, leaving 8,600.0 square feet or 0.197 acres of additional right-of-way to be acquired.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 12200 North Pecos Street, Westminster, Colorado 80234.





-  Existing ROW
-  New ROW



EXHIBIT "A"  
 BETWEEN  
 HAROLD D. HOSMER  
 AND  
 THE COUNTY OF ADAMS, STATE OF COLORADO  
 PROPOSED NEW RIGHT-OF-WAY  
 DECEMBER 1, 2006



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> February 27, 2017
<b>SUBJECT:</b> Acceptance of Special Warranty Deed from Linette May Brozovich
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Special Warranty Deed by resolution

### **BACKGROUND:**

Adams County acquired property in conjunction with the Washington Street Improvements Project Phase II – State Highway 224 to East 78th Avenue, located in the Southeast Quarter of Section 34, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The attached resolution will allow the County to accept the property 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:**

Special Warranty Deed  
Draft Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 SPECIAL WARRANTY DEED CONVEYING  
PROPERTY FROM LINETTE MAY BROZOVICH TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES**

**Resolution 2018-**

WHEREAS, Adams County received a Warranty Deed in 2005 for right-of-way dedication for the Washington Street Improvements Project Phase II - State Highway 224 to East 78th Avenue, located in the Southeast Quarter of Section 34, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 Linette May Brozovich, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20050429000455420.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Special Warranty Deed received from Linette May Brozovich, a copy of which has been duly recorded, is hereby accepted by Adams County.

SPECIAL WARRANTY DEED

20050429000455420 Adams Co 1/3  
04/29/2005 01:40:04PM \$ .00  
Carol Snyder, Clerk \$ .00

THIS DEED made this 29<sup>th</sup> day of April, 2005  
between **LINETTE MAY BROZOVICH**, City and County of Denver, State  
of Colorado, Grantor, and

**THE COUNTY OF ADAMS, STATE OF COLORADO,**

whose legal address is: 450 South 4<sup>th</sup> Avenue  
Brighton, Colorado 80601  
of the County of ADAMS, State of Colorado, Grantee:

**WITNESSETH**, that the Grantor, for an in consideration of the sum of ONE THOUSAND  
TWO HUNDRED FIFTY DOLLARS (\$1250.00), 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, and its heirs and assigns forever, an  
undivided 1/2 interest in the real property, together with improvements, if any, situate, lying and  
being in the County of **ADAMS**, State of Colorado:

LEGAL DESCRIPTION AS SET FORTH IN EXHIBIT "A"  
ATTACHED HERETO AND INCORPORATED HEREIN BY THIS  
REFERENCE

also known by street and number as: \_\_\_\_\_

**TOGETHER** with all and singular the hereditaments and appurtenances thereto  
belonging, or in anywise appertaining, and 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 and its heirs and assigns forever. The Grantor for herself and  
her heirs and personal representatives or successors, does covenant and agree that she **SHALL  
AND WILL WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and  
peaceable possession of the Grantee, its heirs and assigns, against all and every person or  
persons claiming the whole or any part thereof, by, through or under the Grantor.


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

  
\_\_\_\_\_  
Linette Mae Brozovich

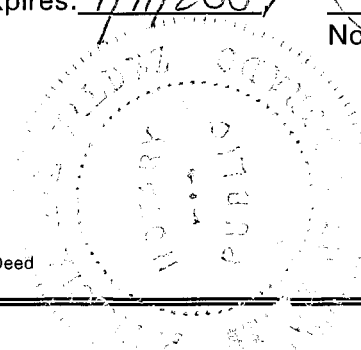
STATE OF COLORADO )  
 )  
City and COUNTY OF Denver ) ss.  
 )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2005, by Linette Mae Brozovich.

Witness my hand and office seal.  
My commission expires: 11/11/2009

  
\_\_\_\_\_  
Notary Public

\*If in Denver, insert "City and."



2-60

# EXHIBIT "A"

TO WARRANTY DEED BETWEEN  
ALBERT L. & JOSEPH D. SACCOMANO  
AND

THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0171934401021)

## LEGAL DESCRIPTION:

A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY LOCATED IN A PORTION OF HUGHES INDUSTRIAL PARK AMENDED PLAT, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

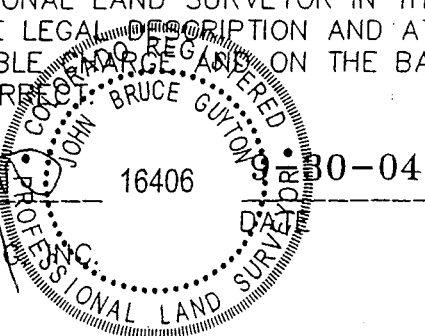
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, THENCE NORTH 00°03'13" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, WITH ALL BEARINGS HEREON RELATIVE THERETO, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°50'47" WEST, A DISTANCE OF 55.00 FEET, TO THE SOUTHEAST CORNER OF LOT 8, HUGHES INDUSTRIAL PARK AMENDED PLAT, SAID POINT ALSO BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF NORTH WASHINGTON STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 74TH AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°50'47" WEST, ALONG THE SOUTH LINE OF SAID LOT 8, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 74TH AVENUE, A DISTANCE OF 40.00 FEET; THENCE NORTH 63°06'59" EAST, A DISTANCE OF 44.46 FEET, THENCE SOUTH 00°59'06" EAST, ALONG THE EASTERLY LINE OF SAID LOT 8, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF NORTH WASHINGTON STREET, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 400 SQUARE FEET MORE OR LESS.

## SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF IS CORRECT.

  
\_\_\_\_\_  
JOHN B. GUYTON P.L.S. 16406  
PRESIDENT, FLATIRONS SURVEYING, INC.



FSI JOB NO. 03-41,530-9-ROW  
DRAWN BY: K. CLIFFORD  
OCTOBER 13, 2003



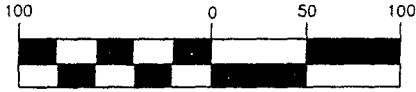
**Flatirons Surveying, Inc.**  
5717 ARAPAHOE ROAD  
BOULDER, CO 80303  
PH: (303) 443-7001  
FAX: (303) 443-9830  
655 FOURTH AVENUE  
LONGMONT, CO 80501  
PH: (303) 776-1733  
FAX: (303) 776-4355

# EXHIBIT "A"

TO WARRANTY DEED BETWEEN  
 ALBERT L. & JOSEPH D. SACCOMANO  
 AND  
 THE COUNTY OF ADAMS, STATE OF COLORADO  
 SHEET 2 OF 2  
 (WITHIN ADAMS COUNTY PARCEL #0171934401021)



GRAPHIC SCALE



( IN FEET )  
 1 inch = 100 ft.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°03'13"W	30.00'
L2	S89°50'47"W	55.00'
L3	S89°50'47"W	40.00'
L4	N63°06'59"E	44.46'
L5	S00°59'06"E	20.00'

HUGHES INDUSTRIAL PARK  
 AMENDED PLAT  
 LOTS 7 & 8

E 74TH AVE

EAST LINE NE¼, SEC. 34  
 S00°03'13"E 1317.32'

N. WASHINGTON ST

POINT OF COMMENCEMENT  
 SE COR, NE¼, SE¼, SEC. 34  
 TOWNSHIP 2 SOUTH,  
 R68W OF THE 6TH P.M.

THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY  
 PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF  
 TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS  
 INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS.  
 RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE  
 DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-41,530-9-ROW  
 DRAWN BY: K. CLIFFORD  
 OCTOBER 13, 2003



**Flatirons Surveying, Inc.**

5717 ARAPAHOE ROAD  
 BOULDER, CO 80303  
 PH: (303) 443-7001  
 FAX: (303) 443-9830

655 FOURTH AVENUE  
 LONGMONT, CO 80501  
 PH: (303) 776-1733  
 FAX: (303) 776-4355





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> 02/27/2018
<b>SUBJECT:</b> 2018 IGA with Brighton for Records Services
<b>FROM:</b> Marc Osborne
<b>AGENCY/DEPARTMENT:</b> Sheriff's Office
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the 2018 agreement with Brighton to continue to provide Records Administrative Services.

### **BACKGROUND:**

This agreement is for the Sheriff's Office to continue to provide Law Enforcement Records Administrative services to Brighton through 2018. As is the case with Northglenn and Commerce City, Brighton will pay Adams County to offset all costs associated with providing the services.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office has reviewed the renewal IGA for 2018

### **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:** 01 – General

**Cost Center:** 2018

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5585.4		\$33,700
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$33,700</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7005		\$33,700
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$33,700</u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**

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

Resolution

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement for the provision of law enforcement and administrative personnel between the Adams County Sheriff's Office and the City of Brighton, Colorado, a copy of which is attached hereto, is approved.

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

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

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made this\_\_\_\_\_ day of \_\_\_\_\_, 2018, the effective date, by and between the City of Brighton, hereinafter referred to as “Brighton,” and the Adams County Sheriff’s Office hereinafter referred to as “Adams County”. Brighton and Adams County may be referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, Brighton has requested administrative services be provided by Adams County on a continuous basis between the hours of 2200hrs and 0600hrs, 365 days/year; and

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

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

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

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

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

B. Allocation of Staff. Adams County shall provide law enforcement administrative records services during the hours of 2200hrs and 0600hrs, 365 days annually, whether it is via telephone, police radios, facsimile or email. Adams County shall not be obligated to furnish law enforcement administrative tasks outside of the times listed herein.

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

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

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

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

F. Fees. Assigned Employees. Brighton shall pay Adams County for administrative services at the rate of \$33,700.00/year. Adams County may adjust said fee annually as necessary to reflect increased costs for providing administrative services to Brighton. Adams County is entering into several similar intergovernmental agreements with other municipalities. No later than May 1<sup>st</sup> of each calendar year Adams County will provide an annual usage analysis of each of the municipalities with whom it has a similar intergovernmental agreement, along with the recommended associated fees for each jurisdiction for the following year. The recommended fees for service will be divided proportionally, based on the usage analysis, between all parties receiving said administrative law enforcement services. The Adams County Administrative Services staff will be required to track each supported agency's request for assistance using the following categories:

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

G. Term. The term of this agreement shall be from January 1, 2018 to December 31, 2018.

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

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

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

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

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

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

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

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

Brighton  
Name:  
Title:  
Address:

Adams County  
Name: Marc Osborne  
Title: Administrative Services Director  
Address: 332 N 19<sup>th</sup> Ave, Brighton, CO 80601

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

**CITY OF BRIGHTON**

\_\_\_\_\_  
Chief of Police

ATTEST:

\_\_\_\_\_  
NAME, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**ADAMS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Deputy Clerk

Approved as to form:

\_\_\_\_\_  
Adams County Attorney's Office



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> 02/27/2018
<b>SUBJECT:</b> 2018 IGA with Commerce City for Records Services
<b>FROM:</b> Marc Osborne
<b>AGENCY/DEPARTMENT:</b> Sheriff's Office
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the 2018 agreement with Commerce City to continue to provide Records Administrative Services.

### **BACKGROUND:**

This agreement is for the Sheriff's Office to continue to provide Law Enforcement Records Administrative services to Commerce City through 2018. As is the case with Northglenn and Brighton, Commerce City will pay Adams County to offset all costs associated with providing the services.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office has reviewed the renewal IGA for 2018

### **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:** 01 – General

**Cost Center:** 2018

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5585.4		\$66,200
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$66,200</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7005		\$66,200
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$66,200</u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**

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

Resolution

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement for the provision of law enforcement and administrative personnel between the Adams County Sheriff's Office and Commerce City, Colorado, a copy of which is attached hereto, is approved.

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

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

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made this\_\_\_\_\_ day of \_\_\_\_\_, 2018, the effective date, by and between the City of Commerce City, hereinafter referred to as “Commerce City,” and the Adams County Sheriff’s Office hereinafter referred to as “Adams County”. Commerce City and Adams County may be referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, Commerce City has requested administrative services be provided by Adams County on a continuous basis between the hours of 2200hrs and 0600hrs, 365 days/year; and

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

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

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

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

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

B. Allocation of Staff. Adams County shall provide law enforcement administrative records services during the hours of 2200hrs and 0600hrs, 365 days annually, whether it is via telephone, police radios, facsimile or email. Adams County shall not be obligated to furnish law enforcement administrative tasks outside of the times listed herein.

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

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

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

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

F. Fees. Assigned Employees. Commerce City shall pay Adams County for administrative services at the rate of \$66,200.00/year. Adams County may adjust said fee annually as necessary to reflect increased costs for providing administrative services to Commerce City. Adams County is entering into several similar intergovernmental agreements with other municipalities. No later than May 1<sup>st</sup> of each calendar year Adams County will provide an annual usage analysis of each of the municipalities with whom it has a similar intergovernmental agreement, along with the recommended associated fees for each jurisdiction for the following year. The recommended fees for service will be divided proportionally, based on the usage analysis, between all parties receiving said administrative law enforcement services. The Adams County Administrative Services staff will be required to track each supported agency's request for assistance using the following categories:

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

G. Term. The term of this agreement shall be from January 1, 2018 to December 31, 2018.

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

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

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

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

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

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

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

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

Commerce City

Name:  
Title:  
Address:

Adams County

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

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

**CITY OF COMMERCE CITY**

\_\_\_\_\_  
Chief of Police

ATTEST:

\_\_\_\_\_  
NAME, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**ADAMS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Deputy Clerk

Approved as to form:

\_\_\_\_\_  
Adams County Attorney's Office



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> 02/27/2018
<b>SUBJECT:</b> 2018 IGA with Northglenn for Records Services
<b>FROM:</b> Marc Osborne
<b>AGENCY/DEPARTMENT:</b> Sheriff's Office
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the 2018 agreement with Northglenn to continue to provide Records Administrative Services.

### **BACKGROUND:**

This agreement is for the Sheriff's Office to continue to provide Law Enforcement Records Administrative services to Northglenn through 2018. As is the case with Brighton and Commerce City, Northglenn will pay Adams County to offset all costs associated with providing the services.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office has reviewed the renewal IGA for 2018

### **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:** 01 – General

**Cost Center:** 2018

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5585.4		\$33,700
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$33,700</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7005		\$33,700
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$33,700</u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**



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

Resolution

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement for the provision of law enforcement and administrative personnel between the Adams County Sheriff's Office and the City of Northglenn, Colorado, a copy of which is attached hereto, is approved.

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

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

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made this\_\_\_\_\_ day of \_\_\_\_\_, 2018, the effective date, by and between the City of Northglenn, hereinafter referred to as “Northglenn,” and the Adams County Sheriff’s Office hereinafter referred to as “Adams County”. Northglenn and Adams County may be referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, Northglenn has requested administrative services be provided by Adams County on a continuous basis between the hours of 2200hrs and 0600hrs, 365 days/year; and

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

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

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

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

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

B. Allocation of Staff. Adams County shall provide law enforcement administrative records services during the hours of 2200hrs and 0600hrs, 365 days annually, whether it is via telephone, police radios, facsimile or email. Adams County shall not be obligated to furnish law enforcement administrative tasks outside of the times listed herein.

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

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

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

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

F. Fees. Assigned Employees. Northglenn shall pay Adams County for administrative services at the rate of \$33,700.00/year. Adams County may adjust said fee annually as necessary to reflect increased costs for providing administrative services to Northglenn. Adams County is entering into several similar intergovernmental agreements with other municipalities. No later than May 1<sup>st</sup> of each calendar year Adams County will provide an annual usage analysis of each of the municipalities with whom it has a similar intergovernmental agreement, along with the recommended associated fees for each jurisdiction for the following year. The recommended fees for service will be divided proportionally, based on the usage analysis, between all parties receiving said administrative law enforcement services. The Adams County Administrative Services staff will be required to track each supported agency's request for assistance using the following categories:

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

G. Term. The term of this agreement shall be from January 1, 2018 to December 31, 2018.

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

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

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

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

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

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

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

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

Northglenn

Name:  
Title:  
Address:

Adams County

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

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

**CITY OF NORTHGLENN**

\_\_\_\_\_  
Chief of Police

ATTEST:

\_\_\_\_\_  
NAME, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**ADAMS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Deputy Clerk

Approved as to form:

\_\_\_\_\_  
Adams County Attorney's Office



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> 2/27/2018
<b>SUBJECT:</b> Colorado Rangers Law Enforcement Shared Reserve Training Agreement
<b>FROM:</b> Marc Osborne
<b>AGENCY/DEPARTMENT:</b> Sheriff's Office
<b>HEARD AT STUDY SESSION ON:</b> 2/20/2018 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the agreement with the Colorado Rangers Law Enforcement Shared Reserve for training at FLATROCK with Sheriff's Office instructors.

### **BACKGROUND:**

The Colorado Rangers Law Enforcement Shared Reserve would like to utilize FLATROCK and our certified instructors for training 104 of their reserve members. The plan in place is to run (4) four classes of students through an academy in different phases throughout 2018, primarily in the evenings and over the weekends. The agreement and fee covers the rental of FLATROCK, materials and the overtime costs for our instructors to provide the academy training in the areas of academics, firearms, arrest control and tactical casualty care.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office has reviewed and approved the agreement.

### **ATTACHED DOCUMENTS:**

2018 Agreement  
Resolution

**FISCAL IMPACT:**

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

**Fund:** 1 - General

**Cost Center:** 2008

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			0
Additional Revenue not included in Current Budget:	5670		\$381,817
<b>Total Revenues:</b>			<u>\$381,817</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	various		\$381,817
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$381,817</u>

**New FTEs requested:**             **YES**             **NO**

**Future Amendment Needed:**     **YES**             **NO**

**Additional Note:**

RESOLUTION APPROVING THE 2018 AGREEMENT BETWEEN COLORADO RANGERS  
LAW ENFORCEMENT SHARED RESERVE AND THE ADAMS COUNTY SHERIFF'S  
OFFICE FOR TRAINING

Resolution

WHEREAS, Colorado Rangers Law Enforcement Shared Reserve (CLER) seeks to enlist the services and facilities of the Adams County Sheriff's Office to provide training (Arrest Control, Academic, Tactical Casualty Combat Care and Firearms) to their Rangers; and,

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2018 Agreement between Colorado Rangers Law Enforcement Shared Reserve and the Adams County Sheriff's Office, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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



# AGREEMENT

**AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Adams County Sheriff's Academy, PROVIDER, and Colorado Rangers Law Enforcement Shared Reserve (CLER), USER.**

It is agreed by and between parties to this agreement that the provider shall provide and the user shall use firearms/arrest control, and academic training facilities as follows:

1. All training pursuant to this agreement shall be conducted at the Adams County Sheriff's Office, FLATROCK Regional Training Center. During any and all training segments of the skills program (Firearms, Arrest Control, and Academic) and Tactical Combat Casualty Care, First Aid/ CPR, the Director of the Adams County Sheriff's Academy shall have the right in his sole discretion and without limitation to dismiss any trainee in the program.
2. The provider shall provide instructors and necessary materials for the courses of training mentioned above. The user will provide weapons, holsters, magazine pouches, ammunition, ballistic vest, and belt approved by the provider to be utilized in the firearms training course.
3. The training will be conducted on the dates and the times reflected in the schedule appended hereto as Appendix 1. Each party to this agreement shall designate a contact person for all communications pursuant to this agreement. The designated contact person for the Adams County Sheriff's Academy is Commander Michael McKinney 720-523-7502. The designated contact person for CLER shall be Division Chief John McFarlane at 303-503-7395.

4. The provider shall have the sole and exclusive right to devise and conduct the training which shall be conducted by instructors approved by the Adams County Sheriff's Academy Director or his designee, and in accordance with Colorado Peace Officer Standards and Training (P.O.S.T.) standards and requirements.
5. The user shall assume full responsibility for payment of all Federal, State and local taxes or contributions imposed or required under workmen's compensation, unemployment insurance, social security and income tax laws with respect to all user employees engaged in performance of this agreement. The user shall obtain and maintain liability insurance in the amount of at least one million (\$1,000,000.00) dollars with the provider as an additional insured.
6. To the extent allowed by law, user and all trainees, agents and employees shall indemnify and hold harmless Adams County and the Adams County Sheriff's Office and their agents and employees against all loss, liability claims or actions resulting from user or trainee's participation in the training.
7. The fee for such training, including the costs of materials for the above described course shall be determined by the following calculations:

Firearms	Class 1	Class 2	Class 3	Class 4
Lead	12,675	8,475	0	7,875
Assistant	58,305	51,415	0	47,775
Venue	10,150	7,900	0	7,900
Firearms Total	81,130	67,790	0	63,550

Arrest Control				
Lead	14,025	9,075	0	0
Assistant	28,275	15,730	0	0
Venue	9,400	6,000	0	0
Arrest Control Total	51,700	30,805	0	0

Academics				
Lead	2,625	0	3,675	0
Assistant	14,690	0	23,530	390
Venue	7,000	0	4,000	0
Academic Total	24,315	0	31,205	390

TCC				
Lead	300	0	300	0
Assistant	1,820	0	1,300	0
Venue	800	0	500	0
Perishable items: gauze/bandages/moulage	65	0	65	0
Simunitions 300 rounds	180	0	180	0
1 tourniquet issued per student X 44 Students	1,415	0	884	0
TCCC Total	4,580	0	3,229	0

Total Labor	132,715	84,695	28,805	56,040
Medicare @ 1.45%	1,924	1,228	418	813
Fica @ 6.2%	8,228	5,251	1,786	3,474
Total	10,153	6,479	2,204	4,287

Grand Total	171,878	105,074	36,638	68,227
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**2018 Grand Total 381,817**

8. The fee in the amount of **\$381,817** is to be paid by the user to the provider not later than one week prior to the beginning of the course described above. This fee is for **104** students. If the number of students varies which would alter the student/instructor ratio, the fee will be adjusted accordingly. Additionally, if the student(s) fail to complete the training during the skills section the students will be responsible for instructor fees. This agreement becomes effective March 16, 2018 and the final class will be December 08, 2018.
9. CLER has the option of utilizing assistant instructors to teach during the Academy. If CLER chooses to exercise this option, a 60 day notice must be given to Adams County of the number of instructors to be utilized and the date they will be teaching. Any assistant instructor must be POST approved. Cost savings from CLER utilizing their own POST approved instructors will be refunded to CLER either by credit or check.
10. The relationship of the parties is critical and personal. This agreement may not be assigned, sold or in any way transferred without the express written approval of the parties to this agreement.
11. This agreement may be terminated immediately for cause by either the provider or user. This agreement may be terminated without cause by either party upon the provision of 90 days written notice.
12. Each signatory to this agreement represents that he has sufficient authority to bind the organization which he/she represents.

Adams County, Colorado

4430 S. Adams County Parkway  
Brighton, CO 80601

BY: \_\_\_\_\_

TITLE: Chair, Board of County Commissioners

DATE: \_\_\_\_\_

Colorado Ranger Law Enforcement  
Shared Reserve (CLER)

P.O. Box 6243  
Denver, CO 80206

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT AMONG  
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS,  
THE CITY OF AURORA AND THE AEROTROPOLIS AREA COORDINATING  
METROPOLITAN DISTRICT ESTABLISHING THE AEROTROPOLIS REGIONAL  
TRANSPORTATION AUTHORITY AND ITS CAPITAL PLAN**

WHEREAS, on the January 23, 2018, the Board of County Commissioners (“BOCC”) approved the Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority (“Establishing Agreement”); and,

WHEREAS, the Establishing Agreement approved on January 23, 2018 was never fully executed; and,

WHEREAS, the Establishing Agreement contemplates creation of a Capital Plan and the parties have determined that the Phasing Plan attached as Exhibit D to the Establishing Agreement is an acceptable Capital Plan; and,

WHEREAS, it is necessary to modify to the language in the Establishing Agreement to reflect certain changes in the scope of the anticipated Capital Plan; and,

WHEREAS, it is necessary to modify the language in the Establishing Agreement to make it clear that the Regional Transportation Authority will receive and approve a plan of finance prior to the issuance of each series of Bonds; and,

WHEREAS, staff has identified other minor corrections to be made in the Establishing Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority, as amended, including the Capital Plan attached as Exhibit D, a copy of which is attached hereto and incorporated by reference, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT

AMONG

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY  
OF ADAMS,

THE CITY OF AURORA

AND

THE AEROTROPOLIS AREA COORDINATING  
METROPOLITAN DISTRICT

ESTABLISHING

THE AEROTROPOLIS REGIONAL TRANSPORTATION  
AUTHORITY

**TABLE OF CONTENTS**

**Page Number**

**AGREEMENT .....3**

**ARTICLE I. - DEFINITIONS .....3**

    Subsection 1.01 Definitions .....3

**ARTICLE II. - ESTABLISHMENT OF THE AUTHORITY .....6**

    Subsection 2.01 Name .....6

    Subsection 2.02 Purpose .....6

    Subsection 2.03 Powers .....6

    Subsection 2.04 Limitations.....6

    Subsection 2.05 Boundaries.....7

    Subsection 2.06 Creation .....7

    Subsection 2.07 Voter Approval.....7

    Subsection 2.08 Effective Date.....7

**ARTICLE III. ORGANIZATION OF THE AUTHORITY.....7**

    Subsection 3.01 Establishment .....7

    Subsection 3.02 Board of Directors .....7

    Subsection 3.03 Alternate Directors .....8

    Subsection 3.04 Appointment and Qualifications .....8

    Subsection 3.05 Vacancies.....8

    Subsection 3.06 Compensation.....8

    Subsection 3.07 Officers.....8

    Subsection 3.08 Insurance and Indemnification .....9

    Subsection 3.09 Resignation and Removal.....9

**ARTICLE IV. - BOARD OF DIRECTORS.....9**

    Subsection 4.01 Powers .....9

    Subsection 4.02 Voting.....9

    Subsection 4.03 Meetings .....10

    Subsection 4.04 Notice .....10

    Subsection 4.05 Ethics .....10

    Subsection 4.06 Special Meetings .....10

    Subsection 4.07 Policies and Procedures.....10

    Subsection 4.08 Approval of Regional Transportation System.....10

<b>ARTICLE V. - FINANCIAL CONTRIBUTIONS .....</b>	<b>10</b>
Subsection 5.01 Cost Share.....	10
Subsection 5.02 Bonds.....	11
Subsection 5.03 Enterprise.....	12
<b>ARTICLE VI. - TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION .....</b>	<b>12</b>
Subsection 6.01 Term .....	12
Subsection 6.02 Termination .....	12
Subsection 6.03 Distribution of Assets Upon Termination .....	12
<b>ARTICLE VII. – AMENDMENTS.....</b>	<b>13</b>
Subsection 7.01 Amendment of Agreement .....	13
Subsection 7.02 Amendment of Boundaries.....	13
Subsection 7.03 Addition of Members .....	13
Subsection 7.04 Withdrawal of Members.....	13
<b>ARTICLE VIII. – MISCELLANEOUS.....</b>	<b>13</b>
Subsection 8.01 Ownership and Maintenance .....	13
Subsection 8.02 Regional Cooperation.....	13
Subsection 8.03 Guarantees .....	13
Subsection 8.04 Third Party Beneficiaries.....	14
Subsection 8.05 Governing Law.....	14
Subsection 8.06 Counterparts .....	14

**EXHIBITS**

A	Regional Transportation System
B	Boundaries
C	Ballot Questions
D	Capital Plan
E	Funding Sources



**ESTABLISHING AGREEMENT  
FOR THE  
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**

This Establishing Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, 2018, by and among the COUNTY OF ADAMS, a political subdivision of the State of Colorado, the CITY OF AURORA, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, and the AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, a political subdivision of the State of Colorado and quasi-municipal corporation (collectively, “Initial Members or Members”)

**RECITALS**

WHEREAS, the Colorado Aerotropolis Visioning Study (“Study”), funded by a Federal Highway Administration grant and completed in 2016, collaboratively engaged local jurisdictions to determine the land use and infrastructure requirements that could enhance economic development surrounding Denver International Airport (“DIA”);

WHEREAS, the Study describes the economic potential of areas surrounding DIA;

WHEREAS, the Study found an infrastructure framework for transportation is critical to fostering and supporting economic development surrounding DIA;

WHEREAS, the Study recommended the formation of a regional entity to make investments in regional infrastructure;

WHEREAS, the County participated in the Study;

WHEREAS, the County and the City believe strategic partnerships to proactively plan the funding, design, construction and operation of regional infrastructure to make additional land available for development will create favorable market conditions to attract new commercial activity and housing to support employment growth;

WHEREAS, current funding mechanisms are inadequate to improve the existing transportation infrastructure;

WHEREAS, pursuant to the Regional Transportation Authority Law, C.R.S. 43-4-601 et seq., as amended (the “Act”), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain transportation systems;

WHEREAS, the Members support the orderly and planned extension of urban services;  
and

WHEREAS, in furtherance of supporting the public interest and economic health of the region, the Members desire to create a separate legal entity to effectuate the goals of fostering and

supporting economic development through the expansion and creation of transportation improvements;

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the recitals and the mutual covenants set forth below, the Members hereby agree as follows:

### **ARTICLE I. DEFINITIONS**

1.01 Definitions. Unless otherwise defined in this Agreement, the words defined in Section 602 of the Act, when capitalized herein, shall have the meanings set forth in the Act and such definitions are incorporated herein. Terms shall, when capitalized, have the following meanings:

“Alternate Director” means any person appointed as an Alternate Director pursuant to Section 3.03 hereof.

“Authority” means the Aerotropolis Regional Transportation Authority.

“Ballot Question” means and includes each of the ballot questions in Exhibit C.

“Board” means the Board of Directors of the Authority.

“Bond” means any bond, note, loan, indebtedness, interim certificate, contract, reimbursement agreement, financial commitment, debt, or other obligation of the Authority.

“Boundaries” means the boundaries of the Authority as set forth in Exhibit B, attached hereto and incorporated herein, as such Exhibit may be amended from time-to-time in accordance with Article VII.

“Budgetary Covenant” means the covenant given herein by the City, the County and the District in Section 5.01 hereof, requiring the City Manager, County Manager or other officer charged with responsibility for preparation of the budget to prepare and submit annually to their respective Governing Bodies a request to include in the budget and appropriate the revenues generated by each funding source identified in Exhibit E for remittance to the Authority for the Regional Transportation System, provided that the decision whether to appropriate the funds annually as requested shall be within the sole discretion of the respective Governing Bodies.

“Capital Plan” means the detailed phasing plan and budget attached hereto as Exhibit D for the regional capital improvements to be funded by the Authority and incorporated into the Regional Transportation System, including the estimated costs associated with the planning, design, financing, permitting, construction, inspection and acceptance for maintenance of such improvements. The Capital Plan may be modified, amended or supplemented upon approval by

the Governing Body of each Member and the unanimous vote of the Board. No Bonds of the Authority shall be issued unless there is a Capital Plan in effect at the time of such issuance.

“City” means the City of Aurora, State of Colorado, a home rule municipal corporation and political subdivision of the State organized and operating pursuant to the constitution and the laws of the State of Colorado in the Counties of Adams, Arapahoe and Douglas.

“Construct” “Constructed” or “Construction” means the planning, designing, engineering, acquisition, installation, construction, reconstruction or financing, through the issuance of Bonds or otherwise, of regional transportation systems.

“County” means the County of Adams, a statutory political subdivision of the State of Colorado.

“Development Fees” means those fees of the City identified in Exhibit E.

“Director” means any person appointed as a Director pursuant to Section 3.02 hereof. Whenever the person appointed as a Member’s Director pursuant to Section 3.02 hereof is absent from a Board meeting, the term “Director” shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 hereof.

“District” means the Aerotropolis Area Coordinating Metropolitan District, a political subdivision and quasi-municipal corporation of the State of Colorado.

“Division of Local Government” means the Division of Local Government in the State Department of Local Affairs.

“Governing Body” means, when used with respect to a Member, the city council, the board of commissioners or the board of directors, as appropriate, of such Member.

“Member” means (a) the Initial Members, (b) the State, if required by §603(5) of the Act, (c) any municipality, (d) any county, or (e) any Title 32 District that becomes a member of the Authority pursuant to Section 7.03 hereof.

“Officer” means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the Authority, paid or accrued, of operating, maintaining, and repairing any regional transportation system.

“Outstanding” means, as of any particular date, all Bonds or other obligations of the Authority which have been authorized, executed and delivered, *except* the following: (a) any Bond or other obligation cancelled by a paying agent, trustee or the Authority itself; (b) any Bond or other obligation held by or on behalf of the Authority; (c) any Bond or other obligation for the

payment or redemption of which moneys or direct obligations of, or obligations unconditionally guaranteed as to payment by, the United States of America sufficient (including the known minimum yield available for such purpose from such moneys or securities) to pay all debt service requirements of such Bonds or other obligations to their maturity or specified redemption date shall theretofore have been deposited in escrow or in trust with a trust bank for that purpose; or (d) any lost, destroyed or wrongfully taken Bond or other obligation for which another Bond or other obligations shall have been executed and delivered.

“Regional Transportation District” means the Regional Transportation District created and existing pursuant to Title 32, Article 9, C.R.S.

“Regional Transportation System” means those improvements identified on Exhibit A, as such Exhibit may be modified, supplemented and finalized in the Capital Plan or amended from time-to-time in accordance with Article VII, and provided that nothing in this Agreement shall provide the Authority with any form of jurisdiction or authority over the E-470 Public Highway, including any real or personal property or equipment, or interest therein, that is appurtenant or related to any property, improvement, or system that transports or conveys people or goods or permits people or goods to be transported or conveyed within a region by any means or that is financed, constructed, operated, or maintained in connection with the financing, construction, operation, or maintenance of any such property, improvement, or system. The term may also include such other highway, road, street, bus system, railroad, airport, gondola system, or mass transit system and any real or personal property or equipment, or interest therein, used in connection therewith hereafter approved by the Authority; any real or personal property or equipment, or interest therein, that is used to transport or convey gas, electricity, water, sewage, or information or that is used in connection with the transportation, conveyance, or provisions of any other utilities; and paving, grading, landscaping, curbs, gutters, culverts, sidewalks, bikeways, lighting, bridges, overpasses, underpasses, cross-roads, parkways, drainage facilities, mass transit lanes, park-and-ride facilities, toll collection facilities, service areas, and administrative or maintenance facilities.

“Rights-of-way” means and includes any right-of-way dedicated to the Authority, or to any of its Members, specifically for use as a part of the Regional Transportation System.

“Road and Bridge Mill Levy” means the property tax mill levy identified in Exhibit E and certified by the County annually to fund road and bridge construction projects.

“State” means the State of Colorado.

“System” means the “Regional Transportation System”, as may be expanded from time to time.

“Title 32 District” means a special district organized with street improvement, safety protection, or transportation powers under and as defined in Title 32, Article 1, C.R.S.

“Use Tax” means the City Use Tax identified in Exhibit E.

“Voter Approval” means approval by a majority of the votes cast by the registered electors residing within the Boundaries in favor of the particular ballot question, ballot issue or other election question.

## **ARTICLE II. ESTABLISHMENT OF THE AUTHORITY**

- 2.01 Name. The Members hereby establish the Aerotropolis Regional Transportation Authority under the authority of the Act. The Authority shall be a separate political subdivision and body corporate of the State of Colorado, and shall possess all of the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, unless restricted by Section 2.04 of this Agreement.
- 2.02 Purpose. The purpose of the Authority is to Construct, or cause to have Constructed, a Regional Transportation System within or outside the Boundaries of the Authority for the primary benefit of those residing or owning property within the Boundaries through the issuance of Bonds.
- 2.03 Powers. Unless otherwise limited by Section 2.04, the Authority shall have all power granted to it under the Act and Colorado State law, including all powers necessary or incidental to or implied from the specific powers granted therein.
- 2.04 Limitations. If any portion of the Regional Transportation System alters the physical structure of or negatively impacts the safe operation of any state or local transportation improvement, the Authority, at the request of the jurisdiction governing the impacted transportation improvement, shall enter into an intergovernmental agreement concerning the applicable portion of the System before commencing physical construction of that particular improvement to ensure coordinated transportation planning, efficient allocation of resources and the equitable sharing of costs. To avoid the duplication of effort, no mass transportation service shall be provided that is already provided by the Regional Transportation District without an intergovernmental agreement permitting such activity. To avoid negative impact to the E-470 Public Highway Authority and to ensure the safety of the traveling public, no portion of the Regional Transportation System shall be provided which is in any way connected to E-470 Public Highway without an intergovernmental agreement permitting such activity. In no event shall the Authority be authorized to impose motor vehicle registration fees or any tax without Voter Approval. Additionally, the Authority shall not impose a property tax within the Boundaries for collection in any year in which the District is imposing and allocating to a special fund, for appropriation pursuant to the Budgetary Covenant and payment to the Authority, an Aurora Regional Improvements Mill Levy. The Authority shall not use more than one percent of its gross revenues from sources identified in Exhibit E to cover administrative and maintenance expenses. Further, the Authority shall not impose a sales tax, create an improvement district, or impose any fee, rate, toll, charge or tax which is not identified in Exhibit E without unanimous consent of the Board.

- 2.05 Boundaries. The initial Boundaries of the Authority are described and illustrated in Exhibit B.
- 2.06 Creation. Each Member represents that, in executing this Agreement, it has held at least two public hearings on the subject of this Agreement in accordance with §603(3) of the Act, after notice and publication, and the Governing Body of such Member has duly authorized its execution, delivery and performance.
- 2.07 Voter Approval. The Members have submitted ballot questions attached hereto as Exhibit C to the registered electors residing within the Boundaries on November 7, 2017 and a majority of those voting approved such ballot questions.
- 2.08 Effective Date. The term of this Agreement shall begin when the following condition to the establishment of the Authority has been satisfied: (a) certification by the State of Colorado Department of Local Affairs, Division of Local Government pursuant to §603(1) of the Act.

### **ARTICLE III. ORGANIZATION OF THE AUTHORITY**

- 3.01 Establishment. The Authority shall be governed by the Board. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority under the Act or other applicable law. Pursuant to the authorization provided in this Agreement, the Board may delegate any of its powers to any Director, Officer, employee or agent of the Authority.
- 3.02 Board of Directors. The Board shall be composed of five (5) directors, unless and until the Boundaries are expanded to include additional municipalities, counties or Title 32 Districts. Upon expansion of the Boundaries, the Members may agree to expand the Board to include additional Directors representing the included territory. The Board of Directors shall be initially be comprised of:
- (a) Two directors from the Governing Body of the County;
  - (b) Two directors from the Governing Body of the City; and
  - (c) One director from the District.
- 3.03 Alternate Directors. Each Member shall appoint one Alternate for each Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions or other action items whenever the person appointed as such Member's Director is absent from a Board meeting.
- 3.04 Appointment and Qualifications. As required by § 603(2)(b)(I) of the Act, each Director and the Alternate Director appointed by a Member shall both be members of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the

Governing Body of such Member. So long as the Director remains qualified, he or she may serve for so long as the Governing Body responsible for appointment of such Director desires.

- 3.05 Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Section 3.02.
- 3.06 Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such policies as may be established by the Board.
- 3.07 Officers. The Board shall, by a majority vote, elect or appoint the following officers upon its formation, and thereafter at its first meeting of each calendar year:
- (a) Chairperson. The Chairperson shall preside over all meetings of the Authority; execute, deliver, acknowledge, file and record on behalf of the Authority, such documents as may be required by this Agreement, the Act or other applicable law; and, perform all duties incident to the office of Chairperson and such other duties as may be prescribed from time to time by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member.
  - (b) Vice-Chairperson. The Vice-Chairperson shall serve as Chairperson, in his or her absence or during his or her inability to act. The Vice-Chairperson shall have such other duties, powers and authority as may be prescribed by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member.
  - (c) Secretary. The Secretary shall keep a written record of the minutes of all meetings, ensure that all notices required by law are duly given, shall serve as the custodian of Authority records, shall attest to documents as the need arises, and shall perform such other functions as may be prescribed by the Board. The Secretary may be an employee of the Board, an independent contractor, an employee of a Member or a volunteer. The offices of Chairperson, Vice-Chairperson and Secretary may not be held by the same person.
  - (d) Treasurer. The Treasurer shall, subject to policies established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf and undertake any other lawful activity delegated by the Board. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of

the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of public funds. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. The Treasurer may be an employee of the Board, an independent contractor, or a volunteer.

- 3.08 Insurance and Indemnification. The Authority shall insure and/or defend each Director, Officer and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and/or defend each Director, Officer and employee of the Authority for, from and against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct. The Authority's obligations pursuant to this Section shall be limited to funds of the Authority available for such purpose, including but not limited to insurance proceeds, and no Member shall be liable pursuant to this Agreement to provide any such insurance or indemnification.
- 3.09 Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

#### **ARTICLE IV. BOARD OF DIRECTORS**

- 4.01 Powers. The Board of Directors shall have all power granted to it under the Act and Colorado State law, including all rights and powers necessary or incidental to or implied from the specific powers granted therein.
- 4.02 Voting. All official actions of the Board shall be taken by a motion or by a resolution. Except as otherwise provided herein, actions of the Board shall be approved upon the affirmative vote of at least a majority of the Directors then in office who are eligible to vote. A majority of the Board of Directors then in office who are eligible to vote shall constitute a quorum. No official action shall be taken by the Board unless a quorum is present at a meeting. Except as otherwise provided in this Agreement, any official action taken by the Board shall be approved by a simple majority of the Directors then in office who are eligible to vote and are present and voting.
- 4.03 Meetings. The Board shall meet no less than quarterly. Meetings will be held at the location as may from time to time be designated by the Board. Notice of meetings shall be posted in the locations established by the Board, in accordance with the Colorado Open Meetings Law, C.R.S. §24-6-401 *et seq.*



- 4.04 Notice. The Authority shall provide at least 24 hours' written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member.
- 4.05 Ethics. Notwithstanding any other provision hereof, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with C.R.S. §§ 18-8-308 and 24-18-101 et seq., as amended. It is permissible for the Alternate Director to vote in place of any disqualified Director, provided that the Alternate Director shall be subject to disqualification under the same standards applicable to the disqualified Director.
- 4.06 Special Meetings. The Board may convene special meetings at the request of any Member upon notice as required by Section 4.04 hereof.
- 4.07 Policies and Procedures. The Board may adopt by Resolution, such bylaws, policies and procedures governing the conduct and activities of the Authority and the Board, including, but not limited to, location for placement of notices, meeting locations, conduct of meetings, matters relating to investment, budget and appropriation processes, the retention of employees or consultants, procurement practices, record retention, conflict of interest policies, term limitations and the delegation of responsibilities.
- 4.08 Approval of Regional Transportation System. The Governing Body of each Member expressly and affirmatively supports for Construction those Regional Transportation System improvements identified on Exhibit A, and agrees to accept the phasing established in Exhibit D for Construction of such Regional Transportation System improvements. Notwithstanding the above, no Construction shall commence until and unless the Regional Transportation System improvements are deemed by the Governing Body of each Member to be consistent with their respective master development plans, such construction is approved by all applicable governing jurisdictions and a Capital Plan with regard to such improvements is in effect.

## **ARTICLE V. FINANCIAL CONTRIBUTIONS**

- 5.01 Cost Share. The City, the County and the District hereby adopt the Budgetary Covenant and agree that each will separately account for and allocate those revenues described in Exhibit E and collected within the Boundaries, for payment, subject to the Budgetary Covenant, to the Authority, as follows:
- (a) Each of the City, the County and the District shall credit such revenues, as received, to a separate special fund maintained by them, which revenues shall be separately accounted for in such special fund until they are either appropriated pursuant to the Budgetary Covenant or released and transferred to the respective general funds (or in the case of the County and to the extent applicable, the Road and Bridge Fund) of any Members whose Governing Bodies decline to so appropriate.

- (b) Any funds received by the Authority from appropriations made pursuant to paragraph (a) of this Section, or from the imposition of sales taxes by the Authority or the levy of property taxes by the Authority under the conditions contemplated by Section 2.04 hereof, shall be immediately credited to a separate special fund of the Authority to be known as the “Aerotropolis Regional Transportation Authority Income Fund” (the “Income Fund”). The Income Fund shall be used by the Authority solely for the purpose of paying principal of and interest on Bonds of the Authority issued for Construction of components of the Regional Transportation System or administrative and operations expenses to the extent permitted by Section 2.04. The Income Fund, together with any other funds or accounts of the Authority, shall be public funds for purposes of investments or deposits, and shall be subject to independent audit annually. All records of the Authority pertaining to the Income Fund shall be subject to public inspection to the fullest extent permitted by the laws of the State.
- (c) Any funds received by the Authority from other sources, including without limitation amounts received by the Authority from agreements with the Colorado Department of Transportation, the E-470 Public Highway Authority or other public or private entities relating to all or any portion of the Regional Transportation System shall be used either to fund Construction of the Regional Transportation System directly or applied to supplement the Income Fund and pledged as security for Bonds of the Authority.

5.02 Bonds. Bonds of the Authority shall be authorized, issued and sold in the manner provided in C.R.S. §43-4-609, as supplemented by the Supplemental Public Securities Act, Title 57, Article 1, Part 2, C.R.S., provided that (a) the issuance of Bonds shall require the unanimous vote of the Board; (b) the Bonds, including any refundings thereof, shall mature in not more than 40 years from the date of original issuance of such Bonds; (c) the Bonds shall clearly and conspicuously state on their face that they do not represent the debt, indebtedness or multiple fiscal year financial obligation of the Members; that they are secured solely by the funds actually received by the Authority, credited to the Income Fund and pledged by the Authority as security for the Bonds, and that any amounts of revenues that may be available to be appropriated by the Members of the Authority for credit to the Income Fund are subject in any event to the Budgetary Covenant until appropriated by the Governing Bodies of the Members in their sole discretion. Prior to the issuance of each series of Bonds, the Board shall receive and unanimously approve a plan of finance. The plan of finance shall at a minimum include (i) the debt service schedule for Outstanding Bonds, (ii) the projected dates of issuance, interest rates and amortization schedule for future Bonds, (iii) development absorption projections, (iv) projected administrative and operational costs of the Authority, (v) the projected costs of constructing the improvements described in Exhibit D to be financed by such series of Bonds and Bonds to be issued in the future, and (vi) evidence that the Outstanding Bonds and future Bonds can be repaid in full from the sources identified in Exhibit E and such other revenues which are available or reasonably expected to be available to the Authority.

5.03 Enterprise. The City and County agree in good faith to evaluate the ability to establish a transportation enterprise exempted from the provisions of Article X, Section 20 of the

Colorado Constitution to fund the Regional Transportation System constructed by the Authority.

**ARTICLE VI.  
TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION**

- 6.01 Term. This Agreement shall be perpetual and continue in full force and effect until rescinded or terminated, but in no event before retirement or discharge of all Bonds or other obligations.
- 6.02 Termination. This Agreement shall terminate ninety (90) days following the completion of the Regional Transportation System and the date each Governing Body of all the Members unanimously agree in writing to terminate this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds or other obligations Outstanding.
- 6.03 Distribution of Assets upon Termination. Upon termination of this Agreement pursuant to Section 6.02 hereof, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed, disposed of, or divided in the following manner:
- (a) The State of Colorado is ineligible for any distribution of property under this Section.
  - (b) Any real property interest or fixtures to real property shall become the property of the Member in whose jurisdiction such real estate or fixture is located. If property is located within multiple jurisdictions, the property shall become the property of the City.
  - (c) Any funds remaining in the Income Fund after the payment of the Bonds secured thereby, together with any earnings from the investment thereof shall be returned to the Members in proportion to their respective contributions.
  - (d) Any personal property not claimed by a Member shall be liquidated at auction, and the proceeds from such sale shall be combined with any cash in the Authority's accounts.
  - (e) Any cash or other monetary assets other than funds in the Income Fund shall be divided among the Members in proportion to their respective operation and maintenance responsibilities for the components of the System, as calculated by determining the square footage of improvements completed.
  - (f) Any other property not addressed above shall be distributed to one or more Members, as the Board determines, prior to termination of the Authority.

**ARTICLE VII.  
AMENDMENTS**

- 7.01 Amendment of Agreement. This Agreement may be amended only with the consent of the Governing Bodies and the unanimous approval of the Board; except for the Boundaries which shall be amended in accordance with Section 7.02 below.
- 7.02 Amendment of Boundaries. Exhibit B and the definition of “Boundaries” may be amended by the Board in accordance with § 605(2)(a) of the Act; provided, in no event shall property be excluded while Bonds are Outstanding.
- 7.03 Addition of Members. Any public entity falling within the definition of “Member” with jurisdictional boundaries that overlap the Boundaries of the Authority may request to become a member of the Authority. In no event shall an additional municipality, Title 32 District or county become a party to this Agreement without the unanimous consent of the then existing Members.
- 7.04 Withdrawal of Members. In no event may a party withdraw from this Agreement if such withdrawal (a) would result in fewer members than one (1) county and one (1) municipality, two (2) municipalities, or two (2) counties, or (b) would be effective while any Bonds remained Outstanding or (c) would be effective prior to completion of Construction of the Regional Transportation System as described in the then-effective Capital Plan. In the absence of such circumstances, any Member of this Agreement may terminate its participation in the Authority by passage of a resolution by its Governing Body.

**ARTICLE VIII.  
MISCELLANEOUS**

- 8.01 Ownership and Maintenance. The Regional Transportation System improvements will be conveyed to the appropriate governing jurisdiction, regardless of whether such jurisdiction is a Member of the Authority, responsible for similarly situated improvements for ownership, operation, maintenance, repair and replacement. In the event there is uncertainty in regard to ownership and maintenance responsibility, the Members shall determine the entity responsible for ownership, but in no event shall the Authority retain ownership after expiration of any applicable warranty period.
- 8.02 Regional Cooperation. The Members shall cooperate, and in partnership with other applicable governing jurisdictions, determine the location and design of the Regional Transportation System.
- 8.03 Guarantees. Any Member constructing the Regional Transportation System shall not be required to provide security or collateral guaranteeing completion of such System improvements if: (a) the funding is available and has been restricted for such purpose; and (b) performance, payment and warranty bonds or other surety, in an amount and form

acceptable to the Authority, guaranteeing the completion of the Infrastructure, have been filed with the Authority or the Member entity.

8.04 Third Party Beneficiaries. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Members.

8.05 Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

8.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

WITNESS the signatures of the authorized representatives to the Parties to this Agreement, as set forth below:

COUNTY OF ADAMS

By: \_\_\_\_\_  
Name:  
Title:

CITY OF AURORA

By: \_\_\_\_\_  
Name:  
Title:

THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

**REGIONAL TRANSPORTATION SYSTEM**

E470/38 <sup>th</sup> /The Aurora Highlands Pkwy Interchange - Full interchange design and build of diamond interchange along with frontage roads to and from 48 <sup>th</sup> .
I-70/Harvest/Powhaton Interchange - Full interchange design and build of diamond interchange at Harvest along with frontage roads to and from Powhaton in the interim.
38 <sup>th</sup> Avenue (E470 to Himalaya) – full section improvements - 4 lane arterial along with regional drainage crossings, traffic control and multimodal/bike boulevard.
Harvest/Powhaton Interconnect (I-70 to 56 <sup>th</sup> Avenue) – full section improvements - 6 lane limited access principal arterial along with regional drainage crossings, traffic control and multimodal (ped/bike) path and UPRR grade separation.
48 <sup>th</sup> Avenue (E470 to Powhaton) - full section improvements - 6 lane arterial along with regional drainage crossings, traffic control, multimodal (ped/bike) path and E470 overpass upgrade.
26 <sup>th</sup> Avenue (E470 to Powhaton) – full section improvements - 4 lane arterial along with regional drainage crossings/conveyance and traffic control.
Gun Club/Aura Boulevard/Main Street (26 <sup>th</sup> to 56 <sup>th</sup> ) – full section improvements - 4 lane arterial along with regional drainage crossings/conveyance, traffic control and multimodal (ped/bike) path.
The Aurora Highlands Parkway (Interconnect to 38 <sup>th</sup> /E470 Interchange) – full section improvements - 4 lane arterial separated by major drainageway along with regional drainage crossings/conveyance, traffic control and multimodal/bike boulevard. Only constructed with approval of the E-470 Board of Directors.
Picadilly Interchange – Full Interchange Design

EXHIBIT B

**BOUNDARIES**

[see attached one page]

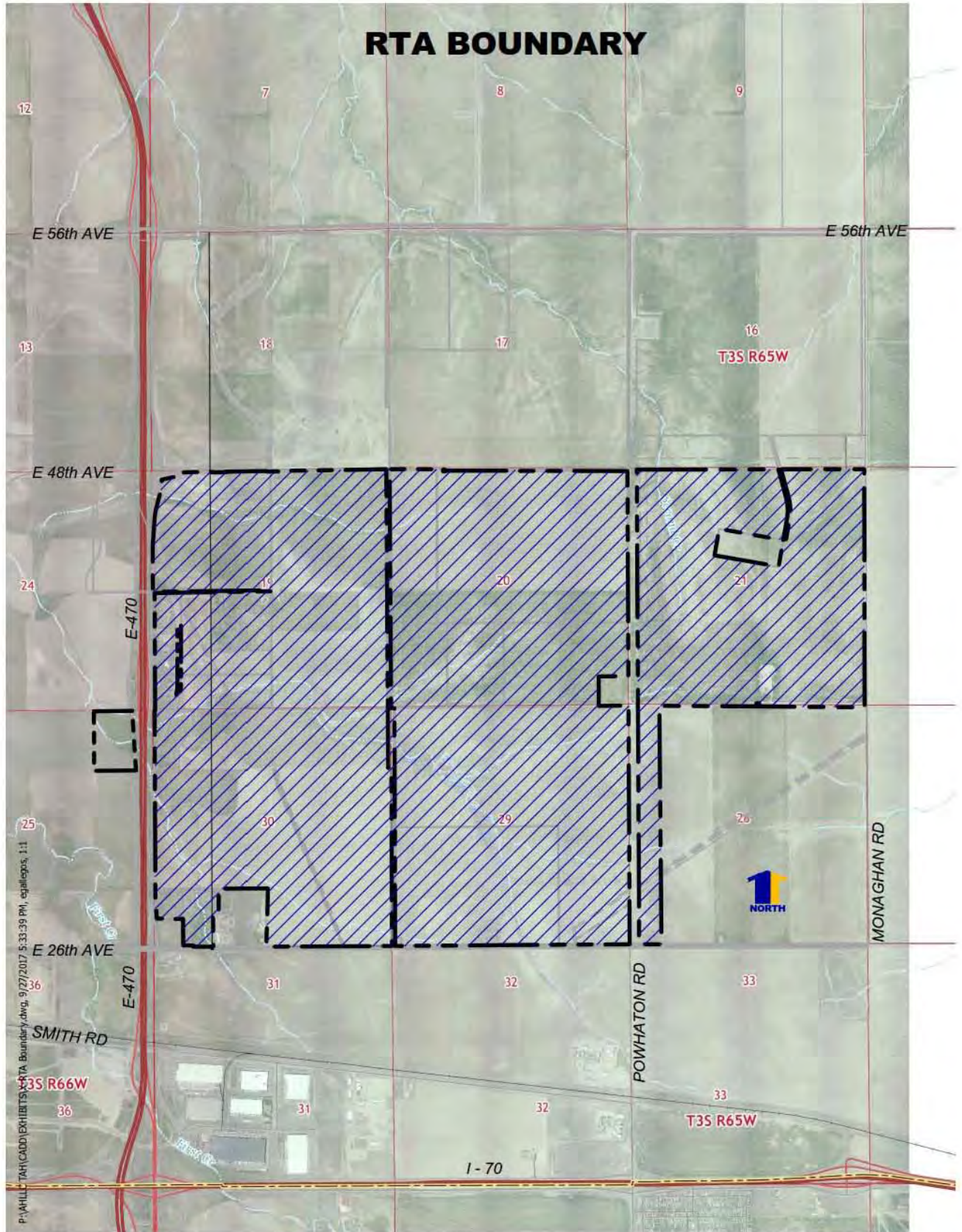




EXHIBIT C

**BALLOT QUESTIONS**

**BALLOT QUESTION A - PROPERTY TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED \$500,000 IN FISCAL YEAR 2019 AND BY WHATEVER AMOUNTS ARE RAISED IN EACH SUBSEQUENT FISCAL YEAR, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR AT A RATE NOT TO EXCEED FIVE (5) MILLS AND WITHOUT LIMITATION AS TO AMOUNT OR ANY OTHER CONDITION, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2019 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

**BALLOT QUESTION B - SALES TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED \$500,000 IN FISCAL YEAR 2018 AND BY WHATEVER AMOUNTS ARE RAISED IN EACH SUBSEQUENT FISCAL YEAR, BY THE IMPOSITION OF A SALES TAX AT THE RATE OF 1.00% IN THE MANNER AUTHORIZED BY THE REGIONAL TRANSPORTATION AUTHORITY LAW, PART 6 OF ARTICLE 4, TITLE 43, COLORADO REVISED STATUTES, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2018 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

**BALLOT QUESTION C - REVENUE CHANGE FOR AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE AUTHORIZED TO COLLECT, RETAIN AND SPEND THE FULL AMOUNT OF ALL TAXES, FEES, CHARGES, GRANTS, INTERGOVERNMENTAL PAYMENTS OR OTHER REVENUES, FROM WHATEVER SOURCE DERIVED, DURING FISCAL YEAR 2018 AND

EACH FISCAL YEAR THEREAFTER, SUCH AMOUNTS TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUE THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

**BALLOT QUESTION D - BONDS OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY DEBT BE INCREASED \$600,000,000 WITH A REPAYMENT COST OF \$1,800,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, BY THE ISSUANCE OF REVENUE BONDS OR OTHER OBLIGATIONS OF THE AUTHORITY, WHICH BONDS OR OTHER OBLIGATIONS MAY BE REFUNDED IN WHOLE OR IN PART AT RATES EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED OBLIGATIONS, ALL FOR THE PURPOSE OF DEFRAYING THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS AND EXTENSIONS AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 9.00% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED AT ONE TIME OR FROM TIME TO TIME AND TO BE SECURED AND PAID FROM SUCH FUNDS AND REVENUES OF THE AUTHORITY AS AUTHORIZED BY THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO WHICH THE AUTHORITY IS ORGANIZED, AND SHALL THE PROCEEDS OF ANY SUCH DEBT, ANY REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON BE COLLECTED, KEPT AND SPENT BY THE AUTHORITY AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

**BALLOT QUESTION E - FORMATION OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BY INTERGOVERNMENTAL AGREEMENT**

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE FORMED BY INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF AURORA, ADAMS COUNTY AND THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, FOR THE PURPOSE OF PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS WITHIN THE AREA GENERALLY BOUNDED BY EAST 56TH

AVENUE ON THE NORTH, POWHATON ROAD ON THE EAST, INTERSTATE 70 ON THE SOUTH, AND THE E-470 HIGHWAY ON THE WEST, AS SUCH AREA MAY BE INCREASED OR REDUCED?

EXHIBIT D

**CAPITAL PLAN**

[see attached one page]

## Exhibit D - Phasing Plan

February 5, 2018

	Project	Description (RTA Portion)	Total Cost	RTA Total	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
A	48th Avenue	E470 to Gun Club 6 Lanes (2 Lanes)	\$ 4,899,840	\$ 1,714,944						\$ 428,736	\$ 1,286,208									
										Independent Construction										
B	48th Avenue	Gun Club to Harvest 6 Lanes (2 Lanes)	\$ 6,082,560	\$ 2,128,896										\$ 532,224	\$ 1,596,672					
														Independent Construction						
C	48th Avenue	Harvest to Powhatan 6 Lanes (2 Lanes)	\$ 12,165,120	\$ 4,257,792										\$ 1,064,448	\$ 3,193,344					
														Independent Construction						
D	38th Avenue	Himalaya to E470 4 Lanes (North 2 Lanes)	\$ 14,931,280	\$ 14,931,280	\$ 746,564	\$ 746,564						\$ 6,719,076	\$ 6,719,076							
					Design							Linked to Construction of O								
E	38th Avenue	Himalaya to E470 4 Lanes (South 2 Lanes)	\$ 8,039,920	\$ 8,039,920														\$ 4,019,960	\$ 4,019,960	
																		Second Phase of O		
F	TAH Parkway	E470 to Main Street 4 Lanes (1 Lane)	\$ 3,674,880	\$ 3,674,880	\$ 918,720	\$ 2,756,160														
					Initial Connection for Project															
G	TAH Parkway	Main St to Aura Blvd 4 Lanes (1 Lane)	\$ 7,349,760	\$ 2,939,904	\$ 734,976	\$ 2,204,928														
					Initial Connection for Project															
H	TAH Parkway	Aura Blvd to Powhatan 4 Lanes (1 Lane)	\$ 26,169,600	\$ 9,159,360					\$ 1,831,872	\$ 3,663,744	\$ 3,663,744									
									Linked to Construction of Q											
I	26th Avenue	E470 to Main Street 6 Lanes (2 Lanes)	\$ 3,210,240	\$ 1,123,584	\$ 280,896	\$ 842,688														
					Initial Connection for Project															
J	26th Avenue	Main Street to Harvest 6 Lanes (2 Lanes)	\$ 9,630,720	\$ 3,370,752										\$ 674,150	\$ 1,348,301	\$ 1,348,301				
														Linked to Construction of Q						
K	26th Avenue	Harvest to Powhatan 6 Lanes (2 Lanes)	\$ 14,530,560	\$ 5,085,696										\$ 1,017,139	\$ 2,034,278	\$ 2,034,278				
														Linked to Construction of Q						
L	Powhatan Road	I-70 to 26th 6+ Lanes (3 Lanes)	\$ 18,928,000	\$ 12,303,200					\$ 2,460,640	\$ 4,921,280	\$ 4,921,280									
									Linked to Construction of Q											
M	Powhatan Road	26th to 48th 6+ Lanes (3 Lanes)	\$ 32,032,000	\$ 20,820,800					\$ 4,164,160	\$ 8,328,320	\$ 8,328,320									
									Linked to Construction of Q											
N	Powhatan Road	48th to 56th 6+ Lanes (3 Lanes)	\$ 25,920,000	\$ 16,848,000					\$ 3,369,600	\$ 6,739,200	\$ 6,739,200									
									Linked to Construction of Q											
O	E470/38th Interchange	Interchange 100%	\$ 24,000,000	\$ 24,000,000	\$ 1,200,000	\$ 1,200,000					\$ 4,800,000	\$ 9,600,000						\$ 7,200,000		
					Design/Construction						Linked to Construction of D							Second Phase		
P	HM/PR/I70	Interchange 100%	\$ 36,000,000	\$ 36,000,000	\$ 1,440,000	\$ 1,440,000								\$ 720,000	\$ 10,800,000	\$ 10,800,000	\$ 10,800,000			
					Design									Design		Independent Construction Second Phase				
Q	Powhatan/I-70 INT	Initial Interchange 100%	\$ 6,080,000	\$ 6,080,000	\$ 304,000	\$ 304,000	\$ 608,000	\$ 1,216,000	\$ 1,824,000	\$ 1,824,000										
					Design		Linked to Construction of H-N													
R	Picadilly Interchange	Interchange(NEATS) Design Only	\$ 49,440,000	\$ 2,472,000														\$ 1,236,000	\$ 1,236,000	
																		Design		
		<b>PROJECTED TOTAL</b>	\$ 295,044,560	\$ 174,951,008	\$ 5,625,156	\$ 9,494,340	\$ 608,000	\$ 1,216,000	\$ 13,650,272	\$ 25,905,280	\$ 29,738,752	\$ 16,319,076	\$ 6,719,076	\$ 4,007,962	\$ 18,972,595	\$ 14,182,579	\$ 12,036,000	\$ 12,455,960	\$ 4,019,960	\$ -
		<b>CUMMULATIVE TOTAL</b>			\$ 5,625,156	\$ 15,119,496	\$ 15,727,496	\$ 16,943,496	\$ 30,593,768	\$ 56,499,048	\$ 86,237,800	\$ 102,556,876	\$ 109,275,952	\$ 113,283,914	\$ 132,256,509	\$ 146,439,088	\$ 158,475,088	\$ 170,931,048	\$ 174,951,008	\$ 174,951,008

EXHIBIT E

**FUNDING SOURCES**

**Revenues subject to allocation (from within boundaries only):**

**City Revenues**

100% of City Use Tax on Construction Materials at the current rate, but excluding the 0.25% use tax dedicated to increased staffing of the City police department and operation and maintenance of the City detention facility

100% of the City Transportation Impact Fee for Residential Development at the rate in effect at the time of payment

**County Revenues**

50% of County General Fund Property Tax

100% of County Road and Bridge Fund Tax

**Authority Revenues from Levy by District or Authority**

100% of a Mill Levy of 5.00 mills on all taxable real property through the District's imposition of the Aurora Regional Mill Levy, provided that if such Regional Mill Levy is not imposed, the Authority shall levy up to 5.00 mills in its place

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
ADAMS COUNTY AND THE CITY OF AURORA REGARDING NON-USE OF URBAN  
RENEWAL ADJACENT TO THE AEROTROPOLIS REGIONAL TRANSPORTATION  
AUTHORITY**

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, and §29-1-203, C.R.S., as amended, Adams County and the City of Aurora (“the Parties”) may cooperate or contract with each other to provide any function or service lawfully authorized to each; and,

WHEREAS, the Parties recently approved the execution of an Intergovernmental Agreement among the Board of County Commissioners of the County of Adams, the City of Aurora, and the Aerotropolis Area Coordinating Metropolitan District establishing the Aerotropolis Regional Transportation Authority; and,

WHEREAS, the Parties wish to further agree that they must coordinate and agree prior to establishing any urban renewal area within one mile of the Aerotropolis Regional Transportation Authority boundaries by means of an Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the City of Aurora Regarding Non-Use of Urban Renewal Adjacent to the Aerotropolis Regional Transportation Authority, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute the Intergovernmental Agreement.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
ADAMS COUNTY AND THE CITY OF AURORA REGARDING NON-  
USE OF URBAN RENEWAL ADJACENT TO THE AEROTROPOLIS  
REGIONAL TRANSPORTATION AUTHORITY**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Adams County, a political subdivision of the State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 (“County”), and the City of Aurora, a home rule municipal corporation, whose address is 15151 East Alameda Parkway, Aurora, Colorado 80012 (“Aurora”), collectively (“Parties”).

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each; and,

WHEREAS, the Parties recently approved the execution of an Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora, and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority; and,

WHEREAS, by means of this IGA the Parties wish to further agree that they must coordinate and agree prior to establishing any urban renewal area within one mile of the Aerotropolis Regional Transportation Authority boundaries.

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

1. **Non-Use of Urban Renewal.** Aurora shall not establish, designate or investigate the establishment of an urban renewal area, the boundary of which is within one mile of any boundary of the Aerotropolis Regional Transportation Authority, without first obtaining the County’s written consent regarding the establishment, designation or investigation of the establishment of said urban renewal area.

2. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this IGA.

3. **Governing Law and Venue; Recovery of Costs.** This IGA shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In the event legal action is brought to resolve any dispute among the Parties related to this IGA, the Parties shall pay their own court costs and attorney fees.



4. **Governmental Immunity.** No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

5. **Authority.** The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

6. **Entire Agreement.** This IGA contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of both Parties.

7. **Counterparts.** This IGA may be executed in counterparts, each of which shall constitute one and the same instrument.

8. **Binding Effect.** This IGA can be assigned only with the consent of the other Party. This IGA shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives and successors and permitted assigns.

9. **Effective Date.** This IGA shall be effective on the latest date by which both Parties have it adopted.

10. **Severability.** In the event a court of competent jurisdiction holds any provision of this IGA invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.

11. **Written Notices** required under this IGA and formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand-delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:

Adams County  
c/o Adams County Attorney's Office  
4430 S Adams County Parkway, 5<sup>th</sup> Floor  
Brighton, CO 80601-8218

If to Aurora:

City of Aurora  
c/o Aurora City Attorney's Office  
15151 E. Alameda Parkway, Suite 5300  
Aurora, CO 80012

**[The remainder of this page intentionally left blank.]**

**[One signature page follows.]**

IN WITNESS WHEREOF, the Parties have caused this IGA to be executed as of the day and year first written above.

**CITY OF AURORA**

By: \_\_\_\_\_  
Stephen D. Hogan, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Linda S. Blackston, City Clerk

\_\_\_\_\_  
Michael J. Hyman, City Attorney

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

By: \_\_\_\_\_  
Chair of the Board

Attest:

Approved as to Form

\_\_\_\_\_

\_\_\_\_\_  
County Attorney's Office



## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

**CASE NO.: PUD2017-00002**  
**CASE NAME: Pomponio Terrace 1<sup>st</sup> Amendment to PDP**

### **TABLE OF CONTENTS**

#### **EXHIBIT 1 – BOCC Staff Report**

#### **EXHIBIT 2- Maps**

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Simple Map
- 2.4 Comprehensive Plan

#### **EXHIBIT 3- Applicant Information**

- 3.1 Written Explanation
- 3.2 Amended Preliminary Development Plan

#### **EXHIBIT 4- Referral Comments**

- 4.1 Referral Comments (Development Review)
- 4.2 Referral Comments (Xcel Energy)
- 4.3 Referral Comments (CDOT)
- 4.4 Referral Comments (Crestview Water and Sanitation)
- 4.5 Referral Comments (City of Westminster)

#### **EXHIBIT 5- Citizen Comments**

None.

#### **EXHIBIT 6- Associated Case Materials**

- 6.1 Request for Comments
- 6.2 Public Hearing Notification
- 6.3 Newspaper Publication
- 6.4 Certificate of Posting
- 6.5 Referral Agency Labels
- 6.6 Property Owner Labels

**Board of County Commissioners****February 27, 2018**

<b>Case No (s): PUD2017-00002</b>	
<b>Case Name (s): Pomponio Terrace 1<sup>st</sup> Amendment to the Preliminary Development Plan</b>	
Owner's Name:	Jim Merlino
Applicant's Name	Renee Young (EES, Inc.)
Applicant's Address:	518 17 <sup>th</sup> St., Suite 1575, Denver, CO 80202
Location of Request:	6856 Federal Blvd.
Nature of Request:	An amendment to the approved preliminary development plan (PDP) to allow single-family attached (townhome) development in the PUD.
Site Size:	26.6681 acres + / -
Zone District:	Planned Unit Development (PUD)
Future Land Use:	Urban Residential
Proposed Use:	Residential
Existing Use:	Residential
Hearing Date(s):	<b>PC: February 8, 2018/ (6:00 pm)</b>
	<b>BOCC: February 27, 2018/ (9:30 am)</b>
Hearing Location:	4430 S. Adams County Parkway, Brighton, CO 80601 / Public Hearing Room 1 <sup>st</sup> Floor
Report Date:	February 14, 2018
Case Manager:	Emily Collins
Staff Recommendation:	Approval, with 7 Findings-of-Fact and 1 condition

**SUMMARY OF PREVIOUS APPLICATIONS**

On February 17, 2015, the Board of County Commissioners approved: (1) a rezoning of the property from Industrial-1 (I-1) to a planned unit development (PUD); (2) a preliminary development plan (PDP); and (3) a preliminary plat for 248 single-family lots on approximately 26.5 acres of the property. This PDP allowed for a maximum of 248 single-family detached dwelling units and associated parks and open space.

On December 13, 2016, the Board of County Commissioners approved a final development plan (FDP), final plats for filings 1 and 2 of the development. Filing 1 was approved for 74 single-family lots on 11.791 acres and filing 2 approved for 52 single-family lots on 8.323 for a total of 126 units on 20.11 acres. The remaining units approved in the PUD are proposed to be in two separate fillings (filing 3 & 4) which is currently being reviewed by staff review.

## SUMMARY OF APPLICATION

### **Background**

The applicant, Entitlement and Engineering Solutions (EES, Inc.), on behalf of the property owner (Pomponio Terrace Holdings, LLC) is requesting a modification to the approved preliminary development plan (PDP) on the property. The purpose of the amendment is to allow development of single-family attached (townhome) units within the PUD. The previous approved preliminary development plan (PDP) did not include attached single-family units. Approval of the proposed amendment would allow remaining portions of the PUD that are yet to obtain final plat approvals to be developed as single-family attached units. The subject request does not include increase in the overall density of units in the PUD. The total units approved in the original PDP remains the same (i.e. 248 units).

According to the applicant, the location of the property in close proximity to the City of Westminster's commuter rail station makes development of mixed housing types appropriate for such location. The approved filings (filing 1 and 2) provide pedestrian and bicycle amenities that connect to the commuter rail station through the County's Little Dry Creek trail.

### **Development Standards and Regulations:**

#### **Preliminary Development Plan:**

Per Section 2-01-10-02 of the County's Development Standards and Regulations, amendments to any approved development plan not determined by the Director of Community and Economic Development to be a minor amendment, under the criteria set forth in Section 2-01-10-01 of the County's Development Standards, shall be deemed as a major amendment. The section outlines changes to a PDP that can be reviewed and approved administratively as a minor amendment. The subject request is determined to be a major amendment because of the changes to the approved PDP to allow attached single-family dwellings and modifications to lot layouts in the PUD. Per Section 2-01-10-02 of the County's Development Standards, major amendments to a PUD shall be reviewed and processed in the same manner as the original PDP; which requires review and recommendation of the Planning Commission and approval of the Board of County Commissioners.

A Preliminary Development Plan (PDP) is the first of two approvals required to establish a Planned Unit Development (PUD) district. Per Section 2-02-10-03-01 of the Development Standards, the purpose of a PDP is to establish proposed land uses, layout of landscaping, circulation, architectural elevations, and buildings in a PUD. Approval of a PDP establishes vested rights to develop a property in accordance with the plan; however, it does not allow for construction. Per Section 2-02-10-03-05 of the Development Standards and Regulations, a PDP shall be consistent with the standards and regulations, compatible with existing land uses adjacent to the site, conform to the County's Master Transportation Plan, and shall be in general conformity with the Adams County Comprehensive Plan. The subject request does not include any changes to the approved land uses in the previously approved PDP. The request also conforms to the County's Master Transportation Plan and Comprehensive Plans for the area. The Developer has also constructed required public improvements, including local streets, alleys, curb, gutter, sidewalks, drainage, and open space for developed areas of the property.

Below is the summary of the proposed amendment to the PDP, including density, architectural standards, and open space requirements:

**Density and Character of Residential Uses:**

The original PDP was approved for only single-family detached homes. The proposed amendment would allow single-family attached in the PUD. There are no proposed increases to the number of units approved with the original PDP. The site plan provided with the application shows 122 single-family attached residential units to be allowed in the PUD. Beside the addition of the single-family attached units, there are also proposed minor modifications to lot sizes, height standards, and architectural designs previously approved in the PUD. The modifications are necessary to accommodate the development of the single-family attached units. Specifically, the modifications are to allow minimum lot sizes that range between 1,080 and 1,384 square feet. The lot sizes approved with the previous PDP were between a minimum of 2,100 and a maximum of 6,196 square feet. The changes also include allowing a maximum height of 41 feet for the single-family attached units. The maximum height approved with the previous PDP was 40 feet high and for development of single-family detached homes.

**Parking**

A parking plan submitted with the PDP shows a minimum of 326 parking spaces to be provided in subsequent filings of the development. In addition, each dwelling, including the proposed townhome units, is required to be developed with a 2-car garage to ensure adequate off-street parking is provided in the PUD. The approved final development plan for filings 1 and 2 included 688 parking spaces. The proposed amendment shows 98 spaces will be provided for on and off-street parking areas, including designated visitor parking areas in the proposed townhome development area. This is in addition to the required two parking spaces for each dwelling unit.

**Location and Percentage of Open Space:**

The PDP was approved with approximately 35 percent (9.5 acres) of open space areas. The proposed amendment does not change the required open space. The PDP provided with the application shows required open space and how those spaces are determined. Per Section 3-30-03-05-06 of the Development Standards, a minimum of 30 percent of open space is required for Planned Unit Developments. Per Section 3-30-03-05-03 of the Development Standards, at least 25 percent of the open space areas is required to be designated for active recreation purposes. Currently, 20.11 acres of the PUD have been developed with 20 percent of the area designated as open space, which equates to 5.429 acres. Approximately 17.85 percent of the open space areas are designed for active recreation open space. These active recreation areas include a 0.133 acre “picnic” park and a 0.639 acre pocket park. The picnic park is located in filing 1 and the pocket park is located in filing 2.

The subject amendment shows open space areas which include unimproved areas that are set aside, dedicated, designated or reserved for public or private enjoyment. The open space areas are consistent with the County’s requirements for open space. Per Section 3-30-03-05-08 of the County’s Development Standards open space areas are defined as all common public or privately held open space areas, all provisions for right-of-way for public roads and the easement widths for private roads, storm water facilities, recreational areas, trails, and greenways. Any future

development and filings for shall be required to demonstrate conformity with the required 35 percent open space area.

**Comprehensive Plan:**

The subject property is designated as Urban Residential in the County’s future land use map. Per Chapter 5 of the Comprehensive Plan, Urban Residential areas are designated for single and multiple-family housing, typically at urban densities of one dwelling per acre or greater. These areas are intended to provide for development of residential neighborhoods with a variety of housing types, with adequate urban services and transportation facilities. Urban residential areas may include supporting neighborhood commercial uses designed to serve the needs of nearby residents. The subject property is also located in the Federal Boulevard Framework Plan. This plan was adopted in September of 2014 and outlines existing conditions and future opportunities stemming from the recently constructed regional transportation district stations. The Plan specifically calls for a pedestrian-oriented streetscape along Federal Boulevard that can accommodate multiple modes of transportation, particularly non-motorized transportation to help facilitate redevelopment along the corridor.

The proposed PDP is consistent with the goals of the Comprehensive Plan and Federal Boulevard Framework Plan to provide higher density housing near existing urban services and major transportation facilities and corridors. It also provides non-motorized transportation options along the corridor. The subject development is also planned to provide sidewalk connections along W. 70<sup>th</sup> Avenue to Federal Boulevard, as well as a trail connection from the property to the County’s Little Dry Creek trail and to the RTD Westminster Station.

**Site Characteristic:**

The areas included with the amendment are currently vacant. The County staff has reviewed and approved public infrastructure, including curb, gutter, sidewalk, and drainage facilities associated with filings 1 and 2 of the development.

**Surrounding Zoning Designations and Existing Use Activity:**

<b>Northwest City of Westminster Vacant</b>	<b>North City of Westminster Single Family</b>	<b>Northeast City of Westminster Single Family</b>
<b>West I-1 Commercial</b>	<b>Subject Property PUD Residential/Vacant</b>	<b>East PUD Mixed-Use Residential</b>
<b>Southwest City of Westminster Commercial</b>	<b>South R-2 Single-Family Residential</b>	<b>Southeast PUD Mixed-Use Residential</b>

**Compatibility with the Surrounding Land Uses:**

A majority of uses surrounding the site consist of single and multi-family residential and commercial uses. The request to amend the previously approved PDP to allow single-family attached units is consistent with the surrounding developments and the future land use designation of Urban Residential.



**Planning Commission Update:**

The Planning Commission (PC) considered this case on February 8, 2018 and recommended unanimous approval of the request. At the hearing, the PC expressed support for the revised PDP and layout. A number of the PC members commended the applicant for the proposed amendments to allow a variety of housing types and price points in the development. They also expressed support for allowing such development near transit centers that will likely encourage multi-modal transportation. The PC inquired if the Metropolitan District created for the development had any concerns with the proposed amendment. The applicant informed the PC that the Metro District fully supports the amendment.

The PC requested the applicant to carefully evaluate off-street parking in the development and also ensure pedestrian connections are provided in future final development plans. There was no one from the public to speak during the public hearing section of the meeting.

**PC AND STAFF RECOMMENDATION:**

Based upon the application, the criteria for approval for a preliminary development plan and a recent site visit, the Planning Commission and staff recommends approval of this request with 7 findings-of-fact and one condition.

**RECOMMENDED FINDINGS OF FACT**

**Preliminary Development Plan:**

1. The PDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
2. The PDP is consistent with the purposes of these standards and regulations.
3. The PDP is compatible or designed to mitigate externalities with the existing or allowed land uses adjacent to the proposed PDP.
4. The PDP conforms to the Adams County Transportation Plan and will not negatively impact utilities or traffic in the area or otherwise have a detrimental impact on property in sufficient proximity to the proposed development to be affected by it.
5. The PDP is consistent with any applicable drainage plans.
6. The PDP allows for the regulation of use and development of land and buildings where specific issues or concerns must be mitigated due to unusual and unique circumstances; or where alternative design concepts are desired; or are necessary to mitigate specific conditions.
7. The PDP is consistent with any approved ODP for the property.
  - a. The PDP is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed development has established an adequate level of compatibility by: Incorporating natural physical features into the development
  - b. design and providing sufficient open spaces considering the type and intensity of use;
  - c. 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;
- d. Incorporating physical design features in the development to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
  - e. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design;
  - f. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed development so the proposed development will not negatively impact the levels of service of the County services and facilities; and
  - g. Incorporating an overall plan for the design of the streetscape within the project, including landscaping, auto parking, bicycle and pedestrian circulation, architecture, placement of buildings, and street furniture.

**Recommended Condition of Approval:**

- 1. An amended preliminary plat shall be submitted prior to or concurrent with any application for a final development plan and final plat for those areas in the PUD that are without approved final development plan and plat.

**CITIZEN COMMENTS**

Notifications Sent	Comments Received
221	0

Notices were sent to all property owners within 1,000-foot radius of the site. As of writing this staff report, staff received no comments on the request.

**REFERRAL AGENCY COMMENTS**

The City of Westminster, Xcel Energy, the Colorado Department of Transportation, and Crestview Water and Sanitation District reviewed the request and had no concerns.

**Responding with Concerns:**

None.

**Responding without Concerns:**

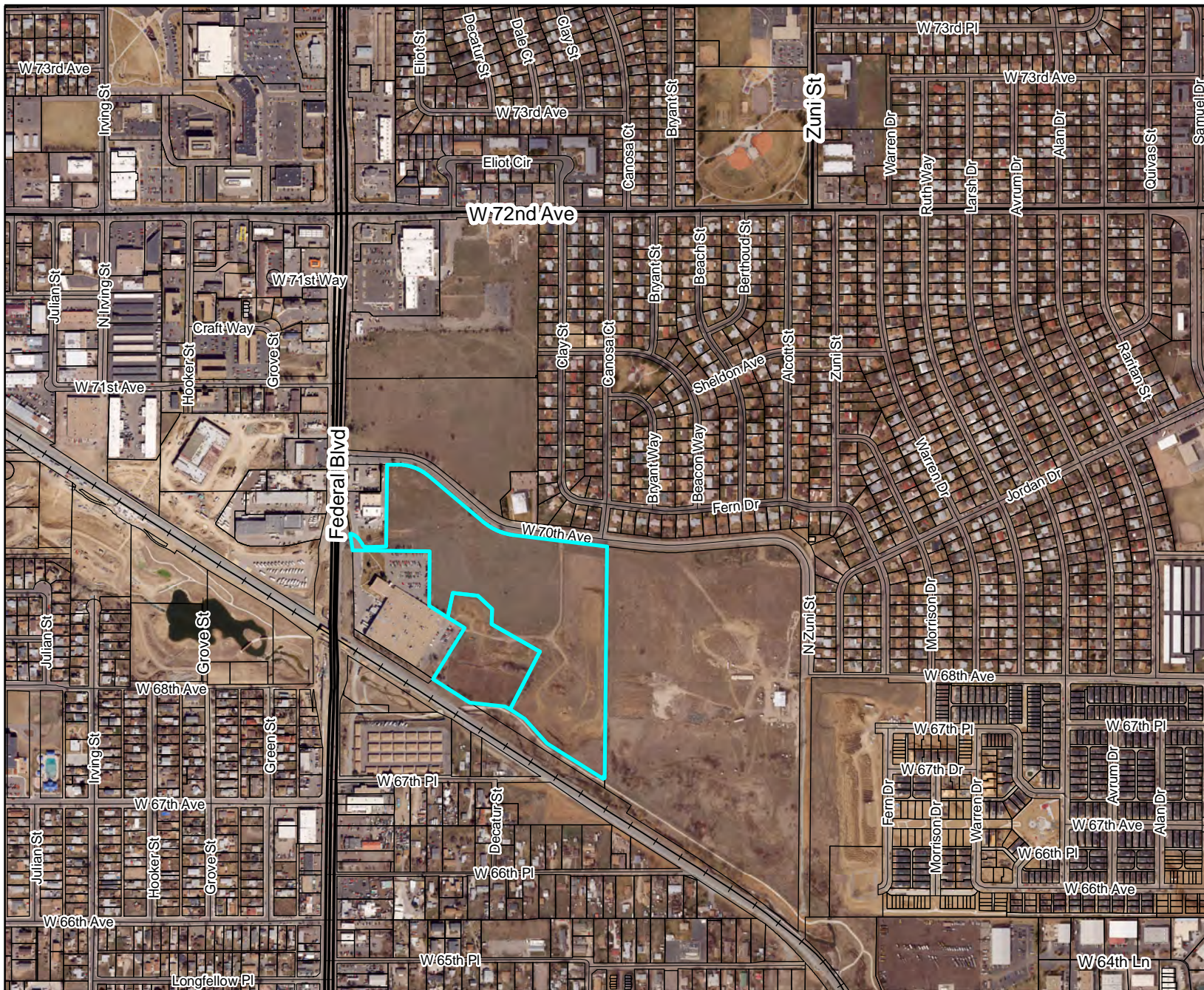
City of Westminster  
 Colorado Department of Transportation  
 Crestview Water and Sanitation District  
 Xcel Energy

**Notified but not Responding / Considered a Favorable Response:**






























Adams County Fire Protection District

Century Link  
Comcast  
Goat Hill  
Hyland Hills Park and Recreation District  
Metro Wastewater Reclamation  
RTD  
Westminster Fire Department  
Westminster School District 50





### 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

PUD2017-00002

Pomponio PDP Amendment

Exhibit 2.1

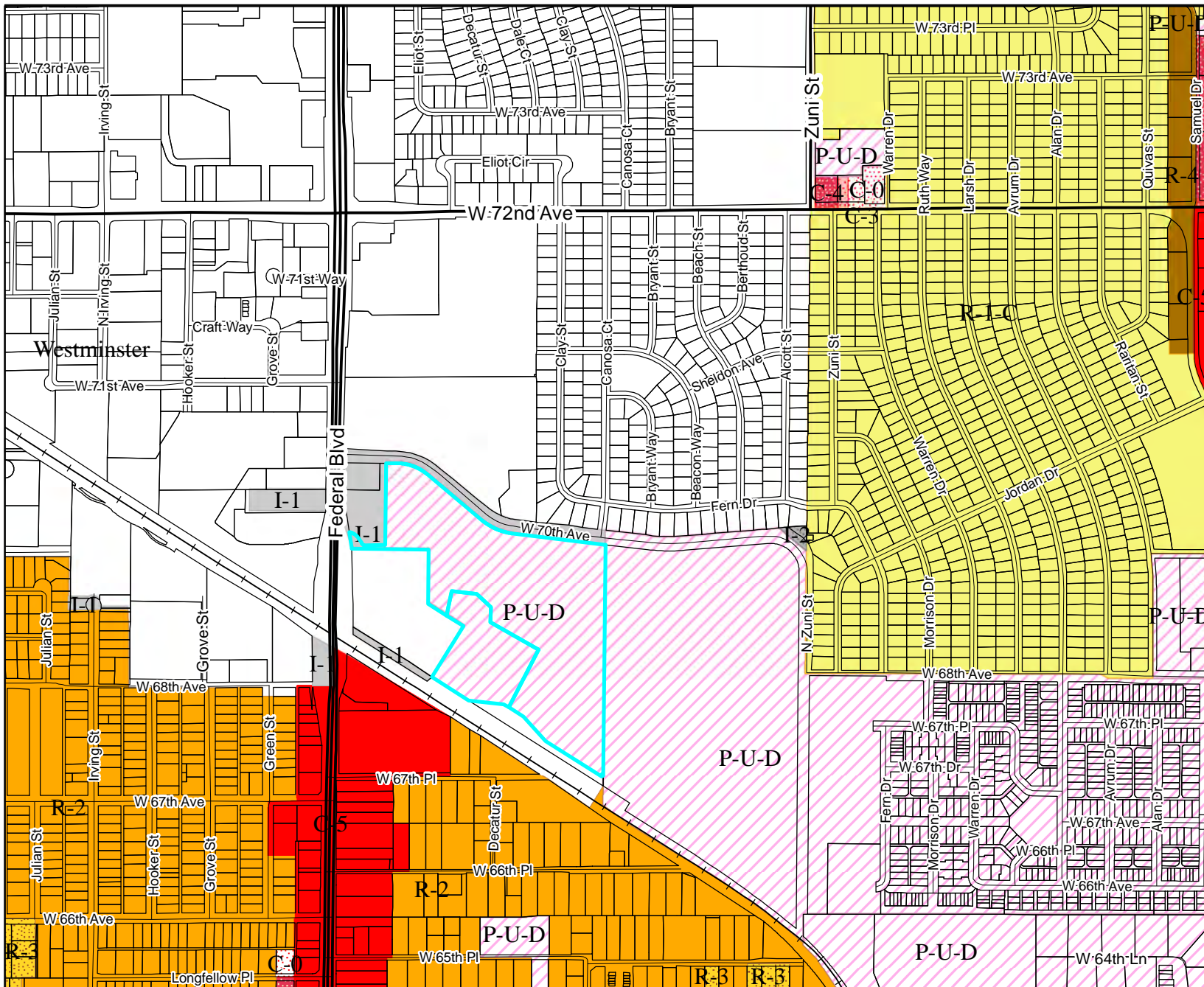


For display purposes only.



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

**PUD2017-00002**

**Pomponio PDP Amendment**

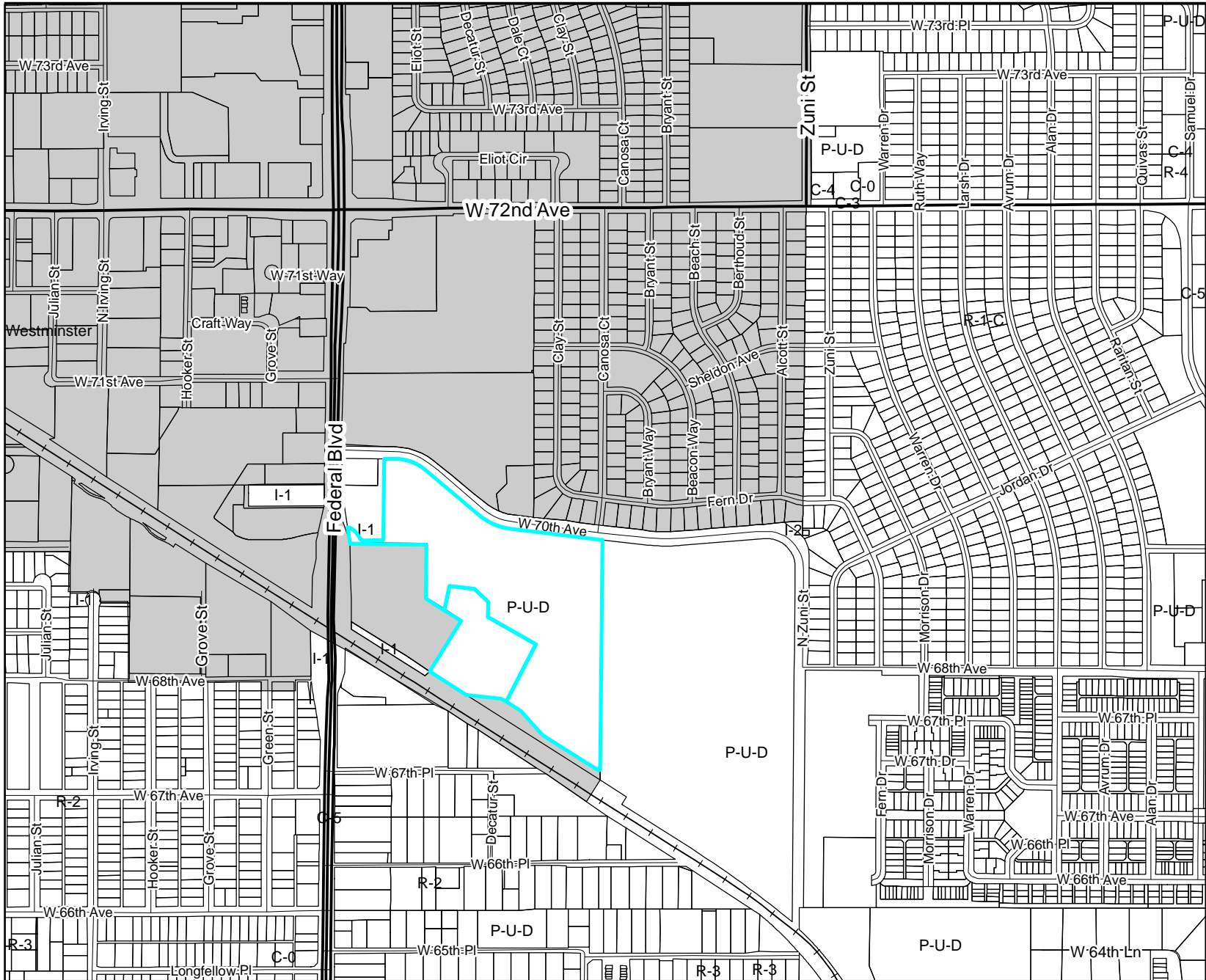
**Exhibit 2.2**



For display purposes only.



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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

**PUD2017-0002**

**Pomponio PDP Amendment**

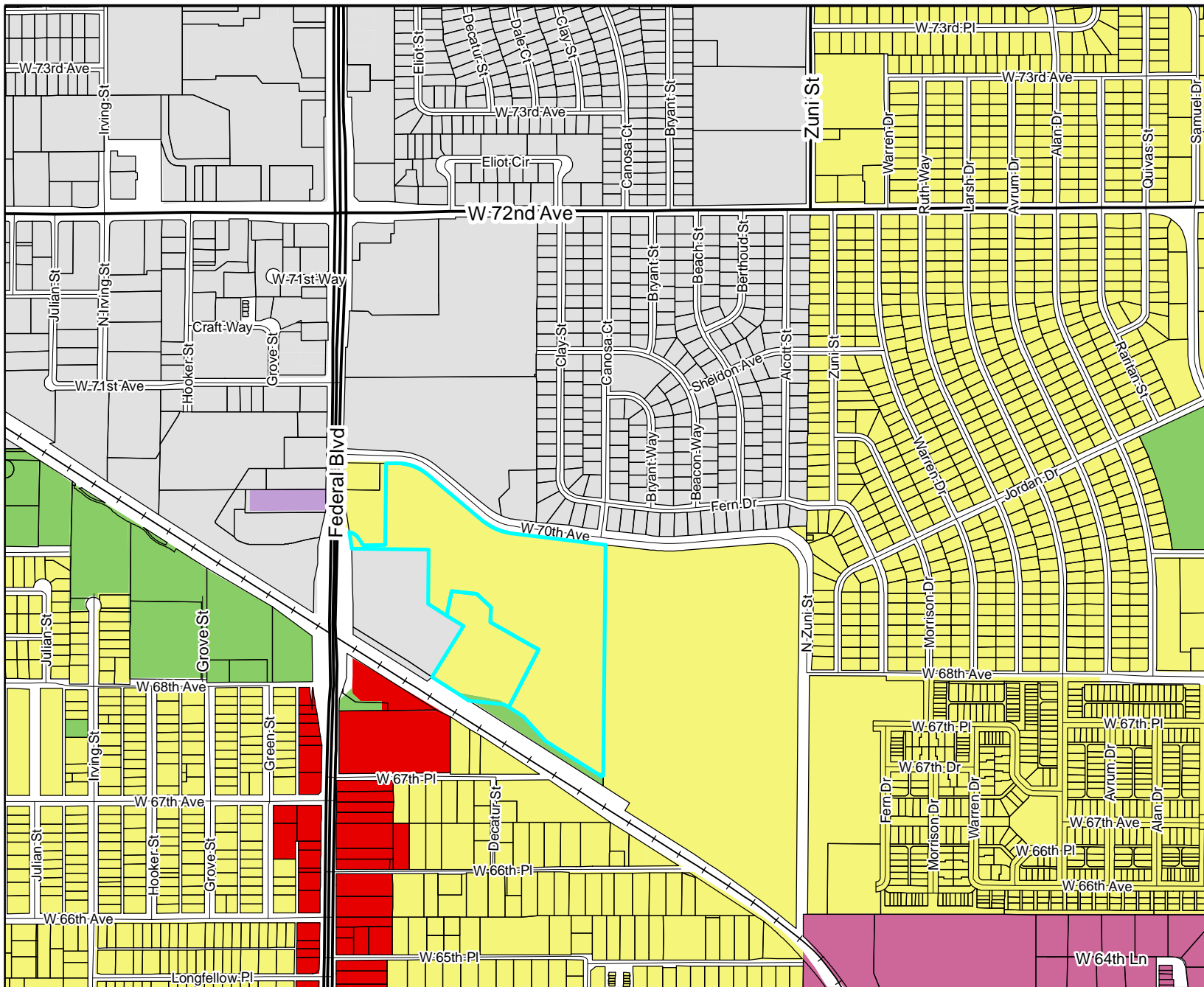
**Exhibit 2.3**



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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

PUD2017-00002

Pomponio PDP Amendment

Exhibit 2.4



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**



April 11, 2017

518 17<sup>th</sup> Street, Suite 1575  
Denver, CO 80202  
303-572-7997  
ees.us.com

Emily Collins, Planner II, Community and Economic Development  
Adams County, Colorado  
4430 S. Adams County Parkway, W2000A  
Brighton, CO 80601

Dear Emily:

The project description for Pomponio Terrace Filings 3 and 4 is described below.

Pomponio Terrace is a 26.70 acre site which has been divided into four separate filings. The approved PDP included all four filings and included the development on Filings 1 and 2 (16.64 acres) for single family detached homes. Filings 1 and 2 also included the development of the main roadways through the site, the trunkline utilities for the development, connectivity with adjacent properties and the construction of the detention/water quality pond for the entire development.

This PDP includes Filings 3 and 4 which is a total 6.46 acres and proposes to allow for single family attached townhomes on both filings. The site plan for Filings 3 and 4 consists of 120 townhomes with 36 in Filing 3 and 84 in Filing 4.

Thank you for your attention and we look forward to receiving comments and moving forward with this project.

Sincerely,

Renee Young, PE



# FIRST AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN POMPONIO TERRACE A PLANNED UNIT DEVELOPMENT ADAMS COUNTY, COLORADO 80030

### OWNER/APPLICANT

POMPONIO TERRACE HOLDINGS, LLC  
1140 US HWY 287 #400-125  
BROOMFIELD, COLORADO 80020  
ATTN: JAMES MERLINO  
P: (303) 810-7224

### PLANNER

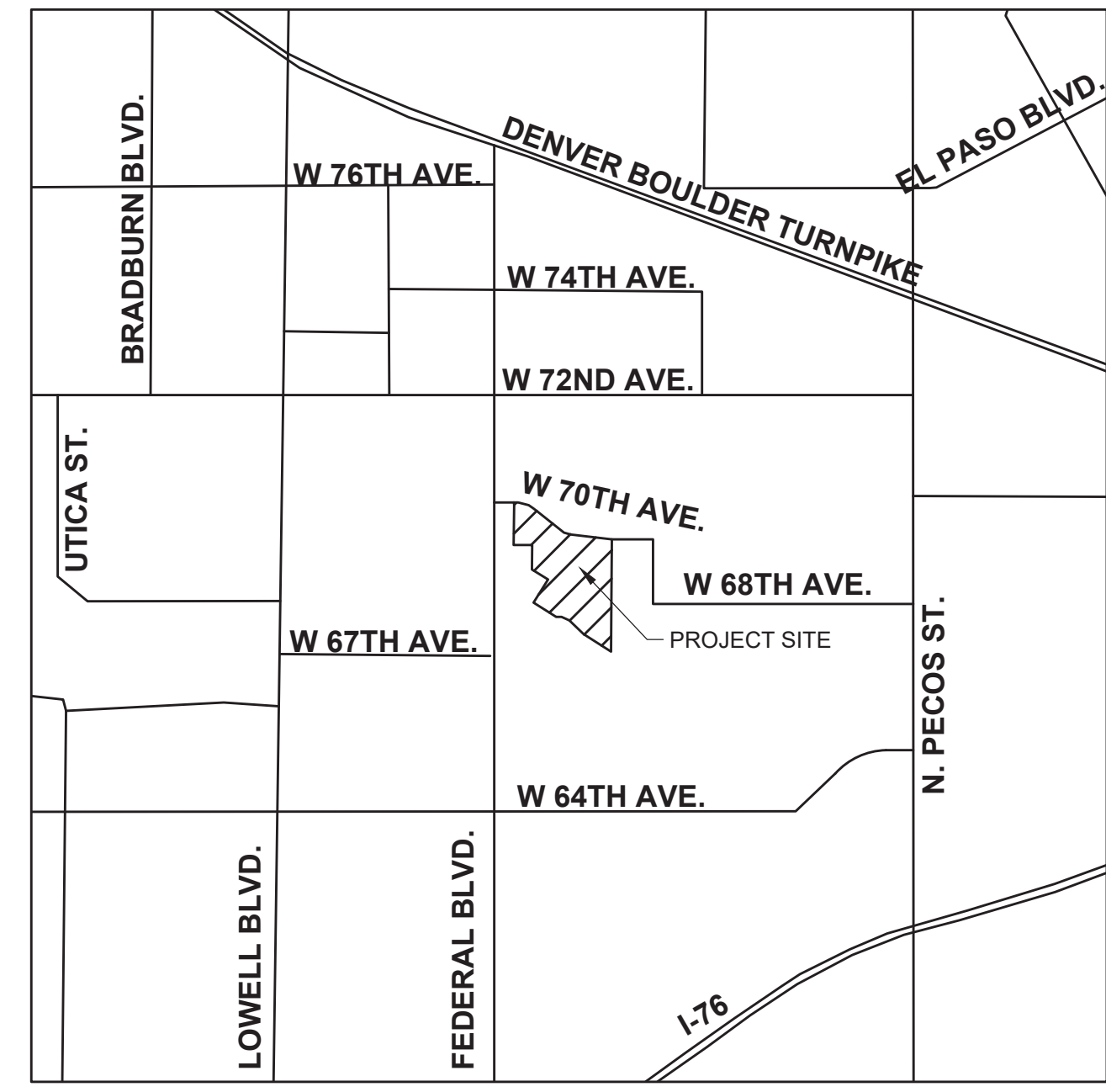
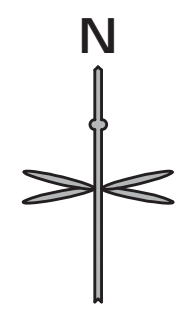
PCS GROUP INC.  
P.O. BOX 18287  
DENVER, CO 80218  
ATTN: JIM IVY  
P: (303) 531-4905

### ENGINEERING CONSULTANT

ENTITLEMENT AND ENGINEERING SOLUTIONS, INC.  
518 17TH STREET, SUITE 1575  
DENVER, COLORADO 80202  
ATTN: JON N. ANDRESEN JR., PE  
P: (303) 601-7702

### LEGAL DESCRIPTION

SEE SHEET 2



VICINITY MAP

1"= 2,000'

### CERTIFICATE OF OWNERSHIP

I, JAMES MERLINO, AS MANAGER OF POMPONIO TERRACE HOLDINGS LLC, THE MANAGERS OF POMPONIO TERRACE HOLDINGS, BEING THE OWNER OF POMPONIO TERRACE IN THE COUNTY OF ADAMS, STATE OF COLORADO, HEREBY SUBMIT THIS PLANNED UNIT DEVELOPMENT - PRELIMINARY DEVELOPMENT PLAN AND AGREE TO PERFORM UNDER THE TERMS NOTED HEREON.

OWNER'S SIGNATURE \_\_\_\_\_

STATE \_\_\_\_\_

COUNTY \_\_\_\_\_

THE FOREGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

### PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
CHAIR

### BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
CHAIR

### STAFF REVIEW

APPROVED AS TO FORM BY:

COMMUNITY AND ECONOMIC DEVELOPMENT \_\_\_\_\_

COUNTY ATTORNEY \_\_\_\_\_

### ADDITIONS AND DELETIONS:

THE FOLLOWING ADDITIONS AND DELETIONS IN THE PUD WERE MADE BY THE BOARD OF COUNTY COMMISSIONERS AT THE TIME OF APPROVAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### CERTIFICATE OF THE CLERK AND RECORDER

THIS PRELIMINARY DEVELOPMENT PLAN WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO

AT \_\_\_\_ M. ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

COUNTY CLERK AND RECORDER \_\_\_\_\_

BY: DEPUTY \_\_\_\_\_

### SHEET INDEX

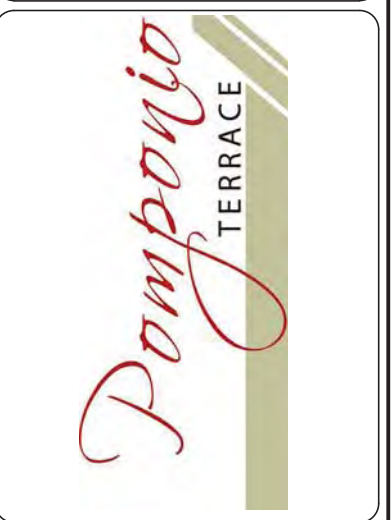
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	LEGAL DESCRIPTION
3	WRITTEN NARRATIVE
4	FILINGS NO. 3 & 4 OVERALL SITE PLAN
5	FILINGS NO. 3 & 4 OVERALL OPEN SPACE DIAGRAM
6	FILING NO. 3 SITE PLAN
7	FILING NO. 4 SITE PLAN
8	BULK & DIMENSION STANDARDS, LOT TYPICALS & ARCHITECTURAL ELEVATIONS
9	SECTIONS & EXHIBITS

FILE NO. \_\_\_\_\_

MAP NO. \_\_\_\_\_

RECEPTION NO. \_\_\_\_\_

518 17th Street  
Suite 1575  
Denver, CO 80202  
www.ees.us.com  
303-572-7997



FIRST AMENDMENT TO THE  
PRELIMINARY DEVELOPMENT PLAN  
POMPONIO TERRACE  
ADAMS COUNTY, CO 80030  
COVER SHEET

PROJECT NO: PHT004.01  
DESIGNED BY: JNA  
DRAWN BY: RCY  
DATE: 12/21/2017

# FIRST AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN

## POMPONIO TERRACE

### A PLANNED UNIT DEVELOPMENT

### ADAMS COUNTY, COLORADO 80030

#### LEGAL DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5, BEING A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 23053, FROM WHICH POINT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5, BEING A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 17668, BEARS NORTH 89°37'42" EAST, A DISTANCE OF 2637.26 FEET;

THENCE SOUTH 00°47'38" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1398.86 FEET (DEEDED AS 1400');

THENCE SOUTH 89°12'22" EAST ALONG THE SOUTH LINE OF WEST 70TH AVENUE, AS CONVEYED IN DEED RECORDED IN BOOK 536 AT PAGE 311, A DISTANCE OF 286.05 FEET (DEEDED AS 286 FEET) TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2006000985302, BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF WEST 70TH AVENUE THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 89°12'22" EAST, A DISTANCE OF 64.00 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 39°23'37", AN ARC DISTANCE OF 178.76 FEET (CHORD BEARS SOUTH 69°30'34" EAST, 175.26 FEET) TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
3. SOUTH 49°48'45" EAST, A DISTANCE OF 396.77 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 33°19'31", AN ARC DISTANCE OF 197.76 FEET (CHORD BEARS SOUTH 66°28'31" EAST, 194.98 FEET) TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
5. SOUTH 83°08'16" EAST, A DISTANCE OF 519.78 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;

THENCE SOUTH 00°33'25" WEST ALONG THE WEST LINE OF LOT 1, BLOCK 1, SUNDSTRAND SUBDIVISION, RECORDED UNDER RECEPTION NO. A026680, A DISTANCE OF 1299.66 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;

THENCE ALONG THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5158 AT PAGE 820 THE FOLLOWING FOUR (4) COURSES:

1. NORTH 57°33'55" WEST, A DISTANCE OF 382.30 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;
2. NORTH 42°16'49" WEST, A DISTANCE OF 182.93 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;
3. NORTH 57°33'55" WEST, A DISTANCE OF 130.95 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;
4. NORTH 84°23'03" WEST, A DISTANCE OF 196.86 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;

THENCE NORTH 57°33'55" WEST ALONG THE NORTHERLY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY RIGHT-OF-WAY, AS DESCRIBED IN SAID DEED RECORDED IN BOOK 5158 AT PAGE 820, A DISTANCE OF 244.38 FEET;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 1299 PAGE AT 154 THE FOLLOWING FOUR (4) COURSES:

1. NORTH 31°56'08" EAST, A DISTANCE OF 336.17 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
2. NORTH 58°03'52" WEST, A DISTANCE OF 235.00 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
3. NORTH 00°48'38" EAST, A DISTANCE OF 303.09 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
4. NORTH 89°11'22" WEST, A DISTANCE OF 429.19 FEET;

THENCE ALONG THE EAST LINE OF FEDERAL BOULEVARD AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2006000985302 THE FOLLOWING TWO (2) COURSES:

1. NORTH 02°03'26" WEST, A DISTANCE OF 24.18 FEET TO A PK NAIL WITH WASHER STAMPED PLS 24667;
2. NORTH 09°19'16" WEST, A DISTANCE OF 72.66 FEET;

THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2006000985302 THE FOLLOWING SIX (6) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 37°48'16", AN ARC DISTANCE OF 46.19 FEET (CHORD BEARS SOUTH 60°05'56" EAST, 45.35 FEET);
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 155.33 FEET AND A CENTRAL ANGLE OF 11°23'54", AN ARC DISTANCE OF 30.90 FEET (CHORD BEARS SOUTH 35°29'48" EAST, 30.85 FEET);
3. SOUTH 29°47'48" EAST, A DISTANCE OF 16.30 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP WITH ILLEGIBLE MARKINGS;
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.43 FEET AND A CENTRAL ANGLE OF 59°29'33", AN ARC DISTANCE OF 24.33 FEET (CHORD BEARS SOUTH 59°32'18" EAST, 23.25 FEET) TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
5. SOUTH 89°17'04" EAST, A DISTANCE OF 112.36 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;
6. NORTH 00°47'38" EAST, A DISTANCE OF 457.36 FEET TO THE POINT OF BEGINNING, CONTAINING 1,161,661 SQUARE FEET, OR 26.6681 ACRES, MORE OR LESS.



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FIRST AMENDMENT TO THE  
PRELIMINARY DEVELOPMENT PLAN  
POMPONIO TERRACE  
ADAMS COUNTY, CO 80030  
LEGAL DESCRIPTION

PROJECT NO: PHT004.01  
DESIGNED BY: JNA  
DRAWN BY: RCY  
DATE: 12/21/2017

FILE NO. \_\_\_\_\_  
MAP NO. \_\_\_\_\_  
RECEPTION NO. \_\_\_\_\_

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# FIRST AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN

## POMPONIO TERRACE

### A PLANNED UNIT DEVELOPMENT

### ADAMS COUNTY, COLORADO 80030

#### NARRATIVE

**A. EXPLANATION OF THE CHARACTERISTICS OF THE PUD**

THE POMPONIO TERRACE PRELIMINARY DEVELOPMENT PLAN (PDP) WAS ORIGINALLY APPROVED ON FEBRUARY 17, 2015. THE APPROVED REQUEST WAS FOR:

- 1) REZONING FROM I-1 TO PUD
- 2) PRELIMINARY DEVELOPMENT PLAN (PUD-P) TO CREATE A RESIDENTIAL DEVELOPMENT FOR A MAXIMUM OF 248 SINGLE-FAMILY LOTS
- 3) REQUEST FOR A WAIVER FROM THE SUBDIVISION DESIGN STANDARDS TO ALLOW FOR PRIVATE ROADS AND FOR THE CREATION OF LOTS THAT DO NOT HAVE DIRECT ACCESS TO A DEDICATED, CONSTRUCTED AND MAINTAINED PUBLIC ROAD WITHIN THE POMPONIO TERRACE SUBDIVISION.

THE ORIGINAL PUD CONTEMPLATED TWO STYLES OF HOMES INCLUDING SINGLE-FAMILY DETACHED/REAR LOADED AND FRONT-LOADED HOMES.

THE REVISED PLAN ADDS A THIRD OPTIONS FOR HOMES STYLES: SINGLE-FAMILY ATTACHED/TOWNHOME UNITS. THE PURPOSE OF THE REVISION IS TO ALLOW FOR MORE PRODUCT VARIETY AND BROADENS THE MARKET POTENTIAL FOR MORE AFFORDABLE PRODUCT TYPES THROUGH THE DEVELOPMENT OF TOWNHOMES. IN ADDITION, TOWNHOMES SUPPORT THE GOAL OF INCORPORATING TRANSIT ORIENTED DEVELOPMENT (TOD) DESIGNS AND PHILOSOPHIES.

FIRST AMENDMENT APPLIES TO APPROXIMATELY 6.46 ACRES EXCLUDING FILINGS NO.1 AND NO. 2, CONSISTING OF 114 ATTACHED SINGLE FAMILY TOWNHOMES, AND LANDSCAPED OPEN SPACE AREAS. THE FUTURE FILING(S) ARE LOCATED ON THE EAST SIDE OF FEDERAL BOULEVARD, SOUTH OF 70TH AVENUE, AND NORTH OF LITTLE DRY CREEK. TWO POINTS OF ACCESS FOR BOTH FILINGS WILL BE PROVIDED ON 70TH AVENUE WITH THE APPROVED FILINGS NO. 1 AND 2 IMPROVEMENTS.

**B. POTENTIAL IMPACT ON THE SURROUNDING AREA**

THE DEVELOPMENT AND ITS SITE PLAN ARE CONSISTENT WITH THE 2012 ADAMS COUNTY COMPREHENSIVE PLAN. THE COMPREHENSIVE PLAN DESIGNATES THE AREA AS URBAN RESIDENTIAL, WHICH IS DESIGNATED FOR SINGLE FAMILY HOUSING AT URBAN DENSITIES AND INTENDED TO PROVIDE FOR DEVELOPMENT OF RESIDENTIAL NEIGHBORHOODS WITH A VARIETY OF HOUSING TYPES, URBAN SERVICES, AND TRANSPORTATION FACILITIES. THE DEVELOPMENT IS CONSISTENT WITH THIS DESIGNATION AND HAS BEEN PLANNED TO INCORPORATE THE CONCEPTS OF A TRANSIT ORIENTED DEVELOPMENT (TOD), THE STRENGTHS AND LESSONS-LEARNED FROM THE ADJACENT MIDTOWN AT CLEAR CREEK (MIDTOWN) DEVELOPMENT, AND TO TAKE ADVANTAGE OF THE PLANNED WESTMINSTER LIGHT RAIL (FASTRACKS) STATION LOCATED WITHIN A QUARTER MILE FROM THE SITE. ADDITIONALLY, THE PROPERTY IS WITHIN ADAMS COUNTY'S FEDERAL BOULEVARD FRAMEWORK PLAN AND HAS BEEN PROGRAMMED TO COMPLY WITH THE TENETS OF THAT PLAN.

AS MENTIONED IN THE PLAN, TOD STYLE LAND USE PATTERNS MAY NECESSITATE SPECIALIZED DESIGN STANDARDS TO ENCOURAGE THE TYPE OF DEVELOPMENT REFLECTED IN THE PLAN (PAGE 10). IN ADDITION, THE FLOODPLAIN TO THE SOUTH OF THE SITE, AND THE NATURAL FLOW OF STORMWATER TO THE SOUTHEAST CREATES THE NEED TO PROVIDE A MORE DENSE SITE PLAN TO ALLOW FOR THOSE CONDITIONS. LASTLY, THE EDGE CONDITIONS, IN PARTICULAR TO THE WEST, ALONG FEDERAL BOULEVARD NECESSITATE CREATING A STRONG SENSE OF PLACE IN DESIGN. IT IS ALSO CONSISTENT WITH THE FRAMEWORK PLANS' GOALS TO BRING MORE URBANITY TO THE SUBURBS.

THE SITE INCORPORATES THE NATURAL FEATURES BY MEETING THE COUNTY REQUIREMENTS FOR OPEN SPACE AS WELL AS ORIENTING THE PROJECT OPEN SPACE TO THE LITTLE DRY CREEK TRAIL SYSTEM AND FLOODPLAIN AREA. THE ADDITION OF THE USE OF MEWS PROVIDE ADDITIONAL INTERNAL GREENWAYS FOR RESIDENTS AND IS ANTICIPATED TO INCLUDE INTERNAL TRAIL CONNECTIONS. BECAUSE OF THE SITES PROXIMITY TO THE LITTLE DRY CREEK TRAILS AND THE WESTMINSTER TOD, THE PLAN SEEKS TO CONNECT TO THOSE TRAILS IDENTIFIED IN THE FEDERAL BOULEVARD FRAMEWORK PLAN. IN ADDITION, THE PROJECT MEETS THE GOALS OF THE FRAMEWORK PLAN BY PROVIDING DENSITY IN CLOSE PROXIMITY TO THE TOD.

**C. CONTEMPLATED DENSITIES AND LAND COVERAGE**

THIS PDP AMENDMENT CONSISTS OF 114 LOTS WHICH PROVIDE A DENSITY OF 18.4 DWELLING UNITS PER ACRE. THE PROJECT IS PROPOSING 35% OF THE LAND TO BE DEDICATED AS OPEN SPACE AND WILL PROVIDE A TRAIL CONNECTION TO THE SOUTHERN LITTLE DRY CREEK OPEN SPACE. THE ENTIRE DEVELOPMENT WILL MEET THE 35% OPEN SPACE, AND OPEN SPACE AREAS WILL BE CALCULATED IN CONFORMANCE WITH THE DEFINITION IN THE COUNTY'S DEVELOPMENT STANDARDS.

**D. NUMBER, TYPE, AND SIZE OF BUILDINGS OR UNITS**

114 TOWNHOME LOTS ARE PROPOSED IN THE FUTURE FILING(S). THERE IS ONE TOWNHOME TYPE PROPOSED AS STATED BELOW. THE TOWNHOME UNIT BLOCKS RANGE FROM THREE ATTACHED UNITS TO SIX ATTACHED UNITS.

TOWNHOMES/REAR-LOADED

THE FUTURE FILING(S) CONSIST OF TOWNHOMES DESIGNED FOR RESIDENTS WHO WANT TO LIVE IN AN ATTACHED BLOCK WHICH IS MORE AFFORDABLE DUE TO SMALLER LOT SIZES, SHARED WALLS, AND FEWER INDIVIDUAL MAINTENANCE REQUIREMENTS. THE LOTS ARE REAR ALLEY-LOADED WITH 2-CAR GARAGES AND THE FRONT DOOR OPENS TO OPEN SPACE AND LANDSCAPED AREAS.

DESCRIPTION - COUNTY STANDARD	AREA (AC.)
TOTAL PROJECT AREA (FILINGS 1, 2, 3 & 4)	26.668
TOTAL PROJECT LANDSCAPE OPEN SPACE REQUIRED (30%)	8.000
TOTAL PROJECT ACTIVE OPEN SPACE REQUIRED (25% OF TOTAL PROJECT OPEN SPACE)	2.000

THE ADDITION OF LOW-MAINTENANCE LIVING (NO YARD MAINTENANCE) THROUGH THE ATTACHED PRODUCT PROVIDES AN OFFERING FOR RESIDENTS NEEDING OR WANTING A LOW MAINTENANCE LIFESTYLE. TOWNHOMES TYPICALLY HAVE LOWER COSTS OF OWNERSHIP AS WELL AS BENEFIT FROM COMMON AREA MAINTENANCE, SNOW REMOVAL AND LANDSCAPING. LARGE SCALE OUTSIDE REPAIRS ARE LIMITED HELPING PROVIDE PREDICTABLE MONTHLY OWNERSHIP COSTS.

THE ORIGINAL PDP APPROVED 248 SINGLE-FAMILY DWELLINGS COMPRISED OF THE FOLLOWING PRODUCT MIX:

SINGLE FAMILY DETACHED HOMES/REAR-LOADED

CONSISTS OF HOMES DESIGNED FOR RESIDENTS WHO WANT A LOWER AMOUNT OF OUTDOOR SPACE TO MAINTAIN AND ARE ON LOTS WITH DETACHED, REAR ALLEY-LOADED GARAGES. SIZES OF RESIDENCES VARY IN WIDTH AND DEPTH.

SINGLE FAMILY DETACHED HOMES/FRONT-LOADED HOMES

CONSISTS OF HOMES DESIGNED FOR MOVE-UP BUYERS AND GROWING FAMILIES DESIRING A COMPARATIVELY LARGER HOME AND PRIVATE YARD SPACE. SIZES OF RESIDENCES VARY.

APPROVED FILINGS			
FILING NUMBER	APPROVED LOTS	REAR LOADED	FRONT LOADED
FILING 1	74	48	26
FILING 2	52	27	25
PROPOSED FILINGS			
FILING NUMBER	PROPOSED LOTS	TOWNHOMES	
FILING 3	33	33	
FILING 4	81	81	

**E. APPROXIMATE PROVISIONS FOR PARKING**

PARKING IS PROVIDED IN THE FUTURE FILING(S) WITH EACH TOWNHOME HAVING A 2-CAR GARAGE. THE PRIVATE ALLEYS ARE DESIGNED TO CONNECT TO THE INTERNAL LOCAL STREET SYSTEM. 26-FOOT WIDE ALLEYS ARE FOR PASSENGER VEHICLE AND GARBAGE TRUCK ACCESS ONLY AND ALLOWS FOR ALLEY-ACCESSED GARAGES. NO PARKING WILL BE ALLOWED OUTSIDE THE GARAGES OR WITHIN THE ALLEY RIGHT-OF-WAY. GUEST PARKING IS PROVIDED ALONG ADJACENT PUBLIC STREETS AND WITHIN OFF-STREET SPACES INTERNAL TO EACH FILING. OFF-STREET PARKING SHALL BE DESIGNATED AS "GUEST PARKING" AND IDENTIFIED WITH APPROPRIATE SIGNAGE. PARKING QUANTITIES SHALL MEET COUNTY REQUIREMENTS.

FILING NO. 3 (33 UNITS)

GARAGE SPACES REQUIRED = 66	SPACES PROVIDED = 66
GUEST SPACES REQUIRED = 17	SPACES PROVIDED = 36
TOTAL SPACES REQUIRED = 83	SPACES PROVIDED = 102

FILING NO. 4 (81 UNITS)

GARAGE SPACES REQUIRED = 162	SPACES PROVIDED = 162
GUEST SPACES REQUIRED = 41	SPACES PROVIDED = 62
TOTAL SPACES REQUIRED = 203	SPACES PROVIDED = 224

**F. CIRCULATION AND ROAD PATTERNS**

TO HELP ENSURE A PEDESTRIAN-FRIENDLY ENVIRONMENT, THE PLANNED CIRCULATION PATTERNS ALLOW FOR DISTRIBUTION OF INTERNAL TRAFFIC THROUGH THE DEVELOPMENT. THE VEHICULAR ROAD PATTERN FOR POMPONIO TERRACE WILL INTEGRATE THE EXISTING AND PROPOSED ROADWAY SYSTEMS. FUTURE FILING ALLEYS CONNECT WITH ELIOT STREET AND 69TH AVENUE AND ALSO CONNECT WITH DECATUR STREET AND CLAY STREET APPROVED IN FILINGS NO. 1 AND 2. THE APPROVED FILINGS 1 AND 2 AREA INCLUDES ACCESS TO FEDERAL BOULEVARD VIA EXISTING 70TH AVENUE WITH TWO CONNECTIONS FROM POMPONIO TERRACE. ALL STREETS MEET THE ADAMS COUNTY ROADWAY STANDARDS. INTERNAL WALKS SHALL PROVIDE ACCESS BETWEEN UNITS TO TOWNHOME FRONT DOORS. INTERNAL WALKS WILL ALSO PROVIDE CONNECTIVITY FROM EACH UNIT TO ATTACHED WALKS ADJACENT TO PUBLIC STREETS. FINAL WALK LAYOUT WILL BE PROVIDED AS PART OF THE FDP.

**G. OWNERSHIP AND MAINTENANCE OF COMMON AREAS**

THE POMPONIO TERRACE METROPOLITAN DISTRICT (PTMD) IS RESPONSIBLE FOR THE ENFORCEMENT OF LANDSCAPE MAINTENANCE WITHIN DEDICATED OPEN SPACE TRACTS, LANDSCAPE & ACCESS EASEMENTS IN TOWNHOME LOTS AND DEDICATED ALLEY TRACTS. THE COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ALL LOCAL STREETS WITHIN THE LIMITS OF THE STREET RIGHT-OF WAY AFTER FINAL ACCEPTANCE HAS BEEN GRANTED. THE (PTMD) WILL BE RESPONSIBLE FOR REMOVAL OF SNOW, ICE, SLEET DEBRIS OR OTHER OBSTRUCTIONS FROM THE SIDEWALK AS WELL AS MAINTENANCE TO THE SIDEWALK.

FILINGS NO. 3 & 4 ARE INTENDED TO BE A ZERO-MAINTENANCE TOWNHOME COMMUNITY. LANDSCAPING WITH TOWNHOME LANDSCAPE & ACCESS EASEMENTS WILL BE INSTALLED BY THE TOWNHOME BUILDER.

**H. TYPE, LOCATION, EXAMPLES OF COPY AND CONSTRUCTION SIGNS**

THE MONUMENT SIGN APPROVED FOR FILINGS NO. 1 AND 2 IS EAST OF THE ELIOT STREET AND WEST 70TH AVENUE INTERSECTION.

**I. TYPE AND ALLOCATION OF ALL USES INCLUDING PERMITTED USES, USES PERMITTED AFTER AMENDMENT TO THE PUD AND PROHIBITED USES**

THE DESIGN INTENT FOR POMPONIO TERRACE IS TO CREATE A SINGLE FAMILY COMMUNITY THAT INCLUDES A VARIETY OF HOUSING TYPES INCLUDING SINGLE-FAMILY DETACHED AS WELL AS ATTACHED VARYING FROM 3-6 UNITS.

**J. LOCATION AND TYPES OF LANDSCAPING AND MAINTENANCE PROVISIONS**

REQUIRED OPEN SPACE AND ACTIVE RECREATION AREAS WILL CONFORM WITH ORIGINAL PDP REQUIREMENTS. TREE LAWNS ALONG 70TH AVENUE AND GREEN COURTS FRONTING LARGE PARK/OPEN SPACE AREAS AT THE SOUTH ARE TO BE MAINTAINED BY THE PTMD. REFER TO CHART ON SHEET 5.

**K. DESCRIPTION OF BUILDING ENVELOPES INCLUDING SQUARE FOOTAGE AND/OR NUMBER OF UNITS, MINIMUM SETBACKS, HEIGHT, GENERAL EXTERNAL CHARACTERISTICS.**

THERE ARE 114 TOWNHOME LOTS INCLUDED IN THIS PDP. SETBACKS ARE BASED ON REQUIREMENTS FROM ADAMS COUNTY. REFER TO SHEET 8 FOR BULK & DIMENSIONS STANDARDS.

ARCHITECTURAL DESIGN ALLOWS FOR INCORPORATION OF A VARIETY OF ARCHITECTURAL STYLES. ALL TOWNHOMES SHALL HAVE A COVERED PORCH OR STOOP ON ALL GROUND FLOORS. THE MAXIMUM HEIGHT OF TOWNHOME UNITS SHALL BE 41 FEET. ALL COMMUNITY DEVELOPMENT ON THE PROPERTY SHOULD COMPLY WITH THESE STANDARDS WHEN THEY ARE ADOPTED BY THE DESIGN REVIEW COMMITTEE (DRC). THESE STANDARDS WILL BE FINALIZED IN FUTURE FDP APPLICATIONS.

**L. COVENANTS TO BE IMPOSED ON THE PUD**

COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) SHALL BE IMPOSED ON THIS PUD, TO BE ENFORCED BY THE PTMD.

**M. ADDITIONAL CONTROLS SUCH AS ARCHITECTURAL CONTROL COMMITTEE OF A HOME OWNER'S ASSOCIATION**

THE PTMD WILL ENFORCE DESIGN STANDARDS THROUGH CC&RS. ALL ARCHITECTURAL STYLES OF PROPOSED BUILDINGS SHALL REQUIRE APPROVAL BY THE PTMD DRC AND SHALL BE CONSISTENT WITH THE DESIGN GUIDELINES FOR THIS COMMUNITY FOR OVERALL ARCHITECTURAL INTENT.

**N. UTILIZATION AND LOCATION OF ANY OUTDOOR STORAGE**

ALL PROPOSED MARKETING/TEMPORARY STORAGE OR ANY OTHER ACCESSORY STRUCTURE IS PROHIBITED ON TOWNHOME LOTS.

**O. UTILITY SERVICE PROVIDERS**

CRESTVIEW WATER AND SANITATION DISTRICT HAS INDICATED THEY HAVE ADEQUATE CAPABILITY TO SERVE THIS PROPERTY WITH BOTH WATER AND SANITARY SEWER. XCEL ENERGY WILL PROVIDE GAS AND ELECTRIC SERVICES TO THE PROPERTY. APPROPRIATE EASEMENTS FOR ASSOCIATED IMPROVEMENTS AND UTILITY LINES ARE TO BE INCLUDED ON THE FILINGS 3 AND 4 AREA FINAL PLAN. SANITARY SEWER MAINS IN ALLEY TRACTS AND UP TO RECEIVING MANHOLES WITHIN THE RIGHT-OF-WAY SHALL BE OWNED AND MAINTAINED BY THE MASTER COMMUNITY ASSOCIATION.

**P. ESTIMATED TIMETABLE FOR DEVELOPMENT**

THE ESTIMATED LENGTH OF TIME FOR BUILD-OUT OF THE FUTURE FILING(S) AREA OF POMPONIO TERRACE IS 3-5 YEARS, BEGINNING FALL 2017.

**Q. ANY OTHER PERTINENT FACTORS CONCERNING THE DEVELOPMENT**

ADAMS COUNTY FIRE DISTRICT WILL SERVICE POMPONIO TERRACE.

FILE NO. \_\_\_\_\_

MAP NO. \_\_\_\_\_

RECEPTION NO. \_\_\_\_\_



**FIRST AMENDMENT TO THE  
PRELIMINARY DEVELOPMENT PLAN  
POMPONIO TERRACE**  
ADAMS COUNTY, CO 80030  
**WRITTEN NARRATIVE**

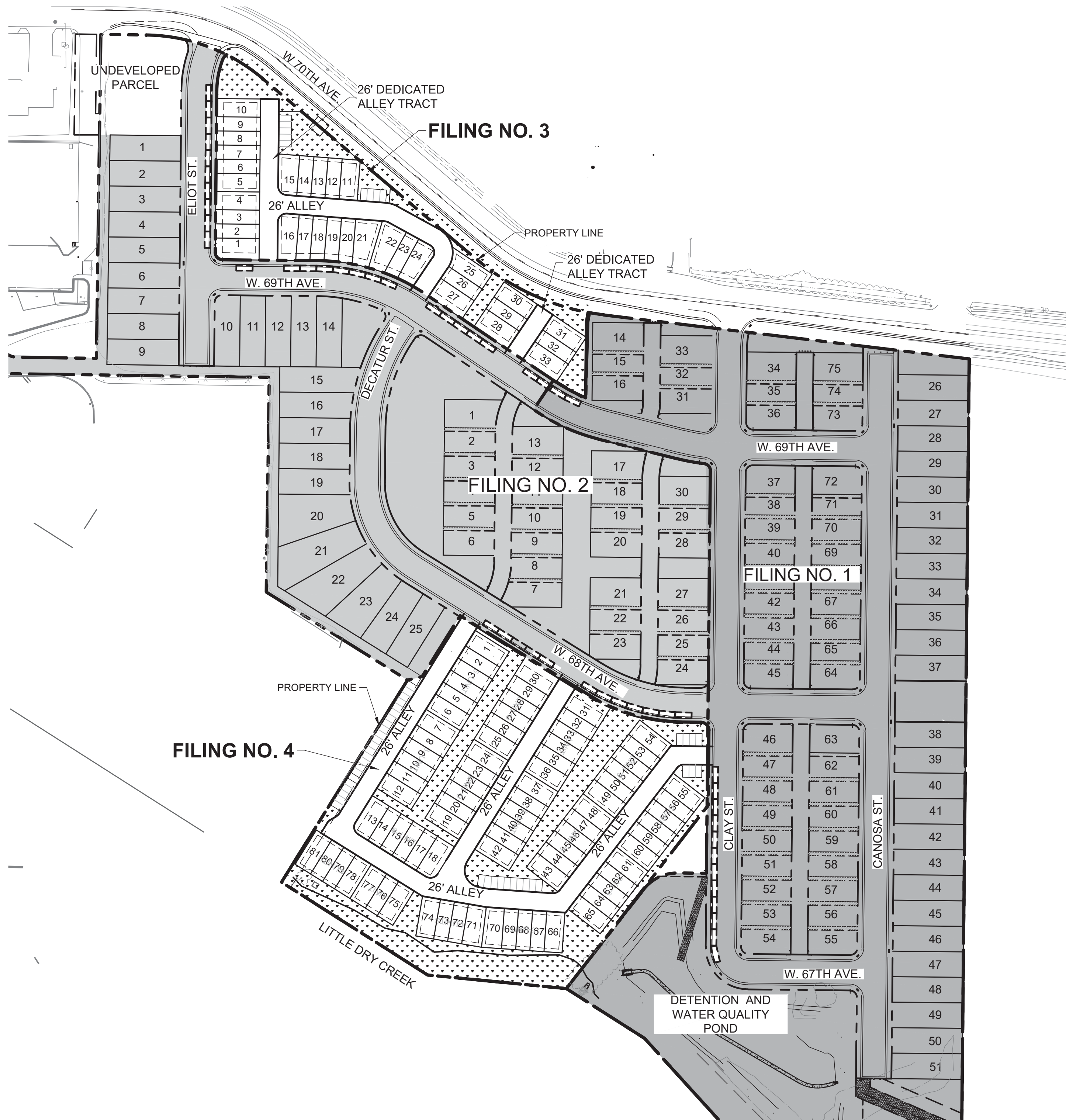
PROJECT NO: PHT004.01  
 DESIGNED BY: JNA  
 DRAWN BY: RCY  
 DATE: 12/21/2017

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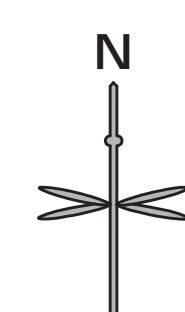
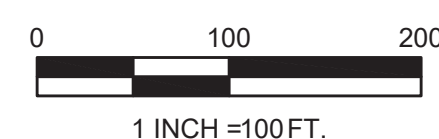


LOT TYPE	QUANTITY
TOWNHOME LOT (FILING NO. 3)	33
TOWNHOME LOT (FILING NO. 4)	81
TOTAL	114

- EXISTING FILINGS NO. 1 & 2
- LANDSCAPE AND OPEN SPACE

**NOTES:**

1. SHADED AREA IS FILINGS NO. 1 & 2 (ALREADY APPROVED).
2. PLAN SHOWS CONCEPTUAL LAYOUTS. FINAL LOT LAYOUT AND NUMBER OF UNITS WILL BE DETERMINED IN FDP.
3. PROPOSED AMENDMENT WILL NOT EXCEED THE APPROVED 248 UNITS.
4. AT TIME OF FINAL DEVELOPMENT PLAN, A PEDESTRIAN AND MOBILITY PLAN SHALL BE PROVIDED ILLUSTRATING MULTI-MODAL CIRCULATION THROUGHOUT THE SITE.



FILE NO. \_\_\_\_\_  
 MAP NO. \_\_\_\_\_  
 RECEPTION NO. \_\_\_\_\_

FIRST AMENDMENT TO THE  
 PRELIMINARY DEVELOPMENT PLAN  
 POMONIO TERRACE  
ADAMS COUNTY, CO 80030  
 FILINGS NO. 3 & 4 OVERALL SITE PLAN

PROJECT NO: PHT004.01  
 DESIGNED BY: JNA  
 DRAWN BY: RCY  
 DATE: 12/21/2017



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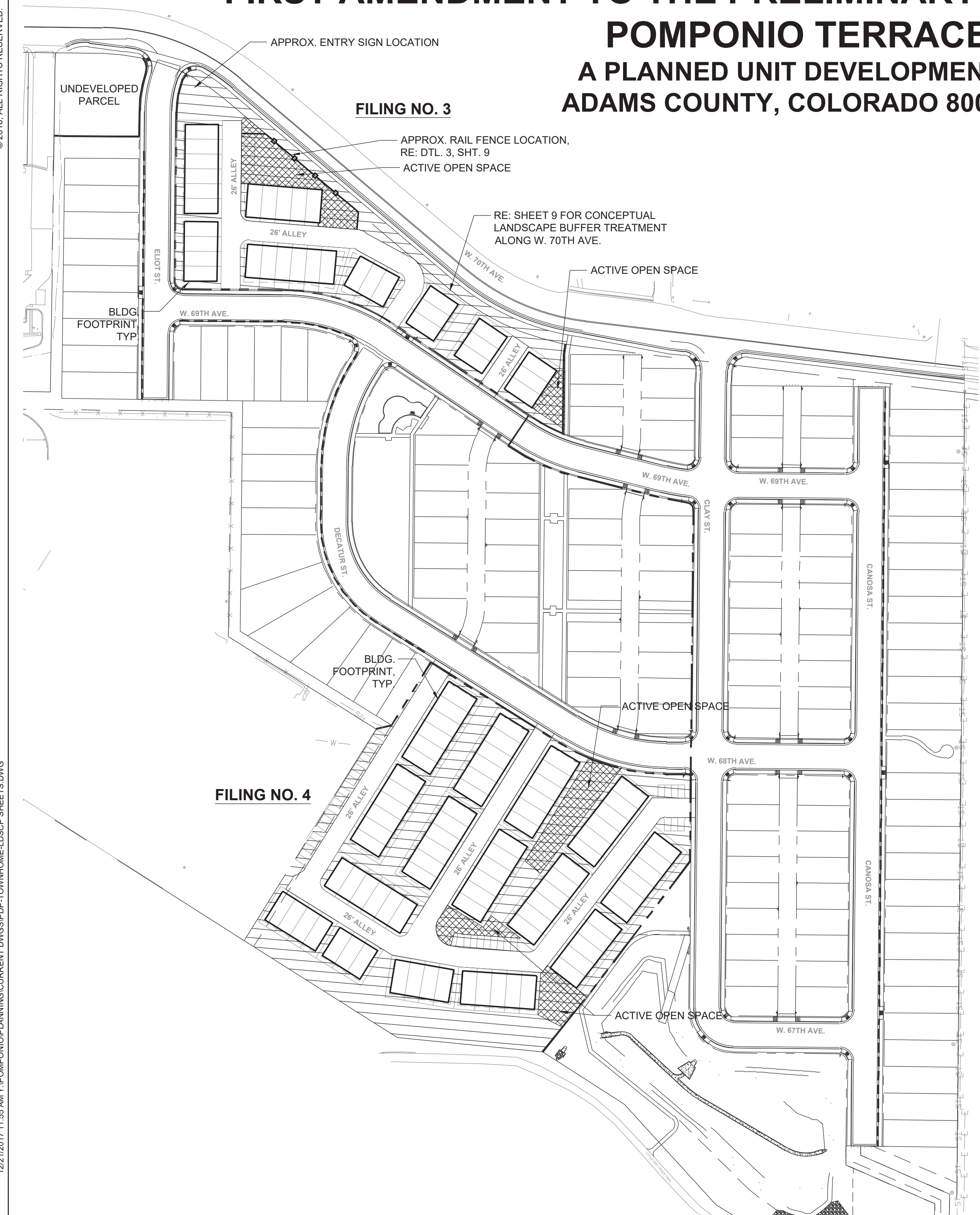


# FIRST AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN

## POMPONIO TERRACE

### A PLANNED UNIT DEVELOPMENT

### ADAMS COUNTY, COLORADO 80030



#### OPEN SPACE TABULATIONS

DESCRIPTION	AREA (AC.)
TOTAL PROJECT AREA (FILINGS 1, 2, 3 & 4)	26.668
TOTAL PROJECT LANDSCAPE OPEN SPACE REQUIRED (30%)	8.000
TOTAL PROJECT ACTIVE OPEN SPACE REQUIRED (25% OF TOTAL PROJECT OPEN SPACE)	2.000

DESCRIPTION	DEDICATED LANDSCAPE OPEN SPACE (AC.)	DISTRICT-MAINTAINED LANDSCAPE & ACCESS EASEMENTS (WITHIN TOWNHOME LOTS) (AC.)	TOTAL LANDSCAPE OPEN SPACE PROVIDED (30% REQ'D)
FILING NO. 1 (PROVIDED)	3.472		
FILING NO. 2 (PROVIDED)	1.957		
FILING NO. 3 (PROPOSED)	0.783	0.158	
FILING NO. 4 (PROPOSED)	1.379	0.342	
<b>TOTALS</b>	<b>7.591</b>	<b>+ 0.500</b>	<b>= 30% 8.091 AC.</b>

FILINGS 1 & 2 ACTIVE OPEN SPACE PROVIDED (AC.)	FILINGS 3 & 4 MINIMUM ACTIVE OPEN SPACE (PROPOSED) (AC.)	% OF TOTAL PROJECT OPEN SPACE (25% REQ'D)
1.428	+ 0.57	= 2.00 AC. 25%

#### LEGEND

- DEDICATED LANDSCAPE OPEN SPACE TRACTS / LANDSCAPE & ACCESS EASEMENTS FILINGS 3 & 4 =2.66 AC.
- ACTIVE LANDSCAPE OPEN SPACE, FILINGS 3 & 4 =0.57 AC.

#### NOTES:

1. REQUIRED OPEN SPACE AND ACTIVE RECREATION AREAS WILL CONFORM WITH ORIGINAL PDP REQUIREMENTS. ACTIVE USES MAY INCLUDE PICNIC AREAS, BENCHES, SHELTERS, EXERCISE STATIONS, PET STATIONS, MANICURED TURF AREAS, WALKS/PATHS OR OTHER RECREATIONAL EQUIPMENT.
2. TREE LAWN AREAS ARE EXCLUDED AND ARE NOT COUNTED AS PART OF ACTIVE RECREATION AREAS.
3. REFER TO SHEET 9 FOR CONCEPTUAL TOWNHOME LOT LANDSCAPE TYPICALS

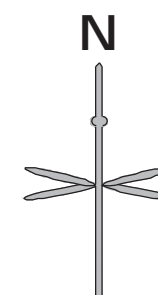
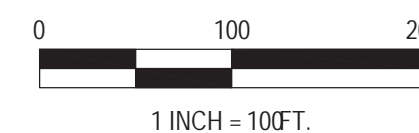


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FILE NO. \_\_\_\_\_

MAP NO. \_\_\_\_\_

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FIRST AMENDMENT TO THE  
PRELIMINARY DEVELOPMENT PLAN  
**POMPONIO TERRACE**  
ADAMS COUNTY, CO 80030  
FILINGS NO. 3 & 4 OVERALL OPEN SPACE DIAGRAM

PROJECT NO: PHT004.01  
DESIGNED BY: JI  
DRAWN BY: JI  
DATE: 12/21/2017

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# FIRST AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN

## POMPONIO TERRACE

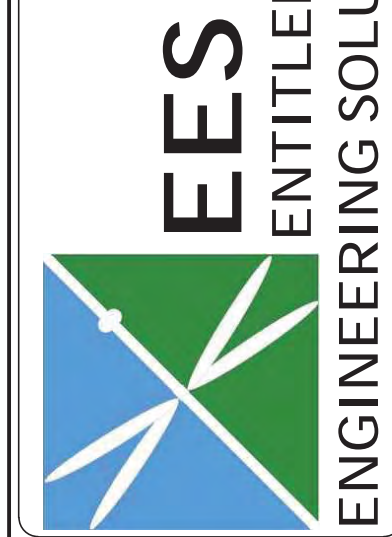
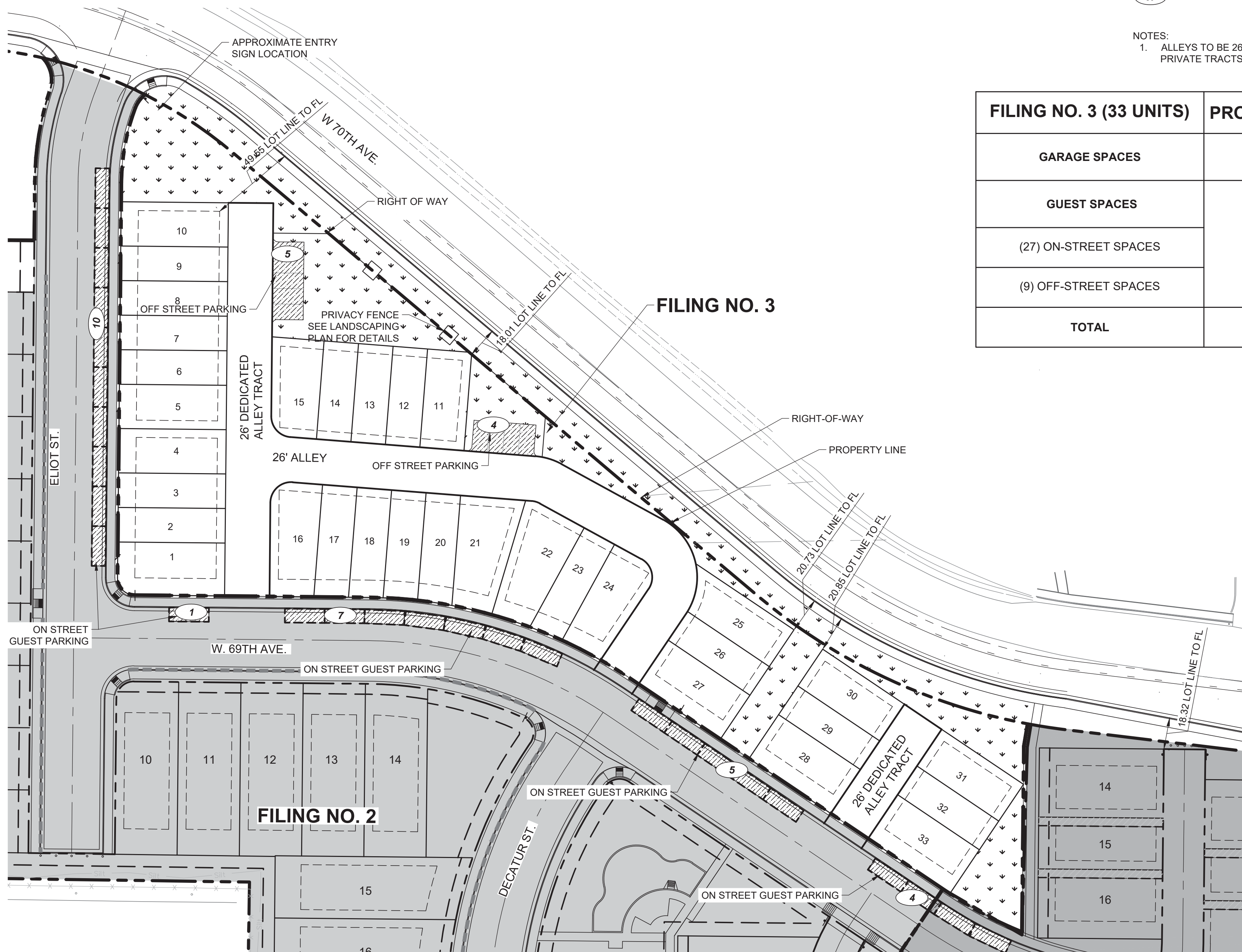
### A PLANNED UNIT DEVELOPMENT

#### ADAMS COUNTY, COLORADO 80030

-  EXISTING FILINGS NO. 1 & 2
-  LANDSCAPE AND OPEN SPACE
-  PARKING SPACE
-  PARKING COUNT

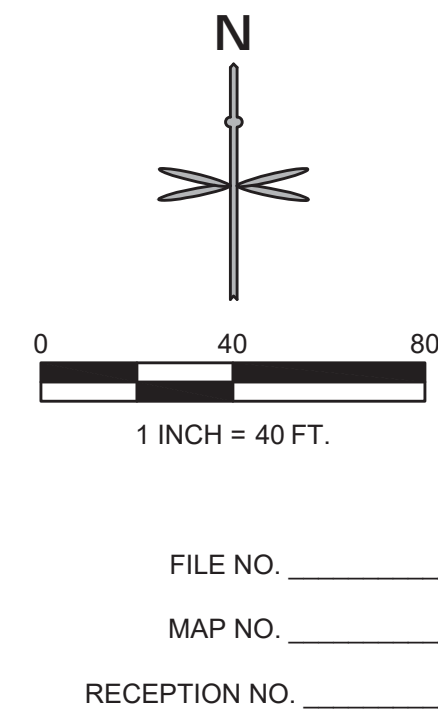
NOTES:  
 1. ALLEYS TO BE 26' WIDE WITHIN PRIVATE TRACTS

FILING NO. 3 (33 UNITS)	PROVIDED	REQUIRED
GARAGE SPACES	66	66
GUEST SPACES		
(27) ON-STREET SPACES	36	17 (0.5 / UNIT)
(9) OFF-STREET SPACES		
<b>TOTAL</b>	<b>102</b>	<b>83</b>



FIRST AMENDMENT TO THE  
 PRELIMINARY DEVELOPMENT PLAN  
 POMPONIO TERRACE  
 ADAMS COUNTY, CO 80030  
 FILING NO. 3 SITE PLAN

PROJECT NO: PHT004.01  
 DESIGNED BY: JNA  
 DRAWN BY: RCY  
 DATE: 12/21/2017





# FIRST AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN

## POMPONIO TERRACE

### A PLANNED UNIT DEVELOPMENT

#### ADAMS COUNTY, COLORADO 80030

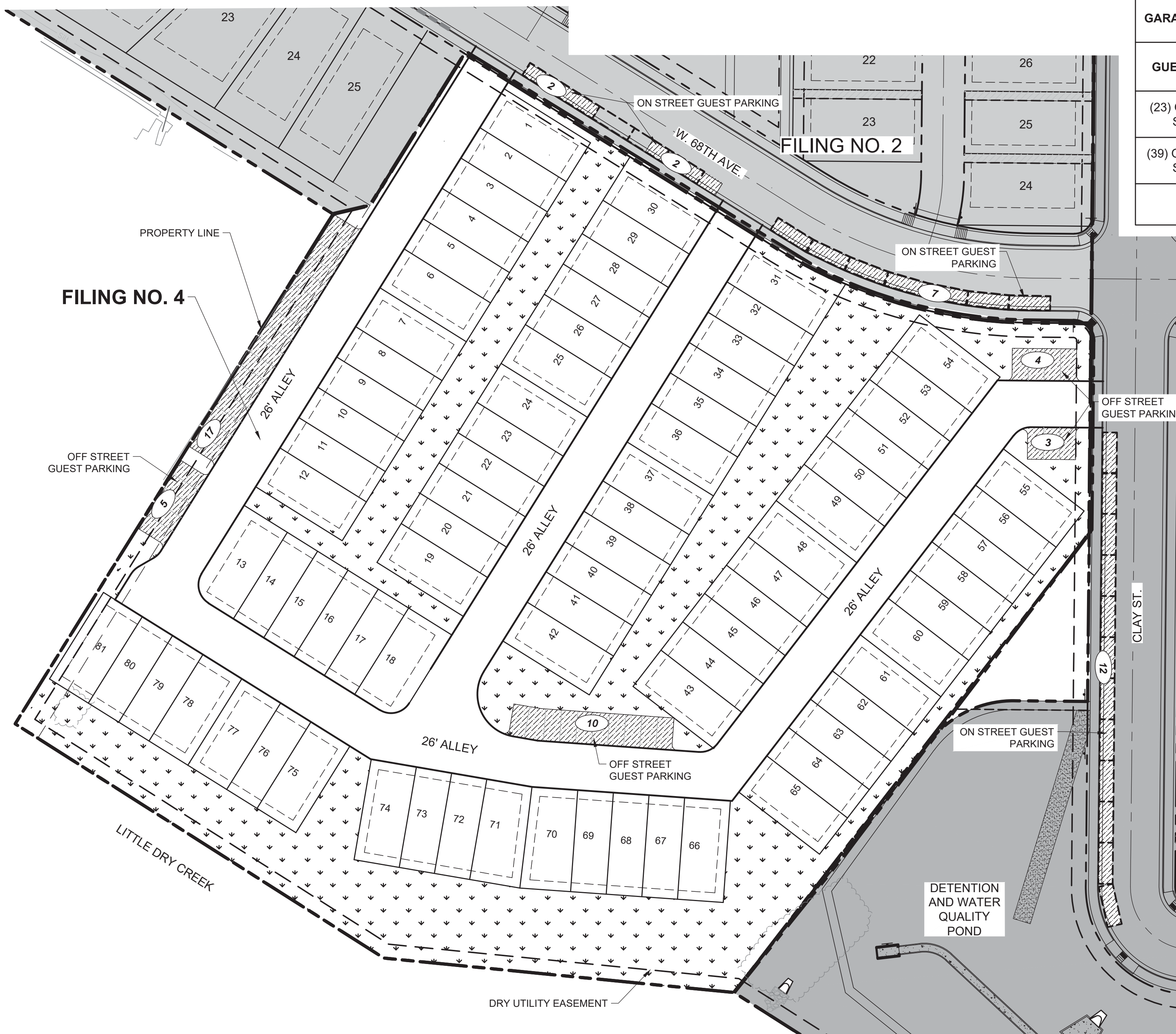
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FIRST AMENDMENT TO THE  
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POMPONIO TERRACE  
ADAMS COUNTY, CO 80030  
FILING NO. 4 SITE PLAN

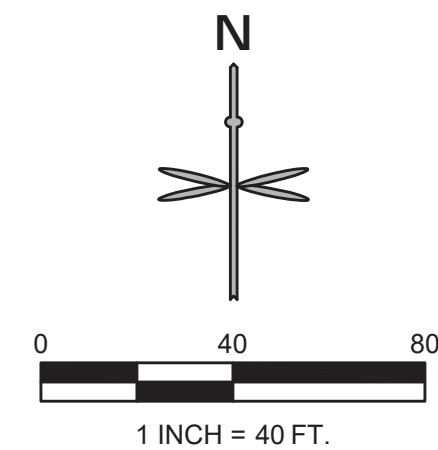
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FILING NO. 4 (81 UNITS)	PROVIDED	REQUIRED
GARAGE SPACES	162	162
GUEST SPACES		
(23) ON-STREET SPACES	62	41 (0.5 / UNIT)
(39) OFF-STREET SPACES		
<b>TOTAL</b>	<b>224</b>	<b>203</b>



- EXISTING FILINGS NO. 1 & 2
- LANDSCAPE AND OPEN SPACE
- PARKING SPACE
- X PARKING COUNT

NOTES:  
1. ALLEYS TO BE 26' WIDE WITHIN PRIVATE TRACTS



FILE NO. \_\_\_\_\_  
MAP NO. \_\_\_\_\_  
RECEPTION NO. \_\_\_\_\_

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1/23/2018 8:56 AM P:\INTL HOLDINGS\POMPONIO FILINGS 3 AND 4\08 CAD\FILINGS 3&4 PDP.DWG



# FIRST AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN

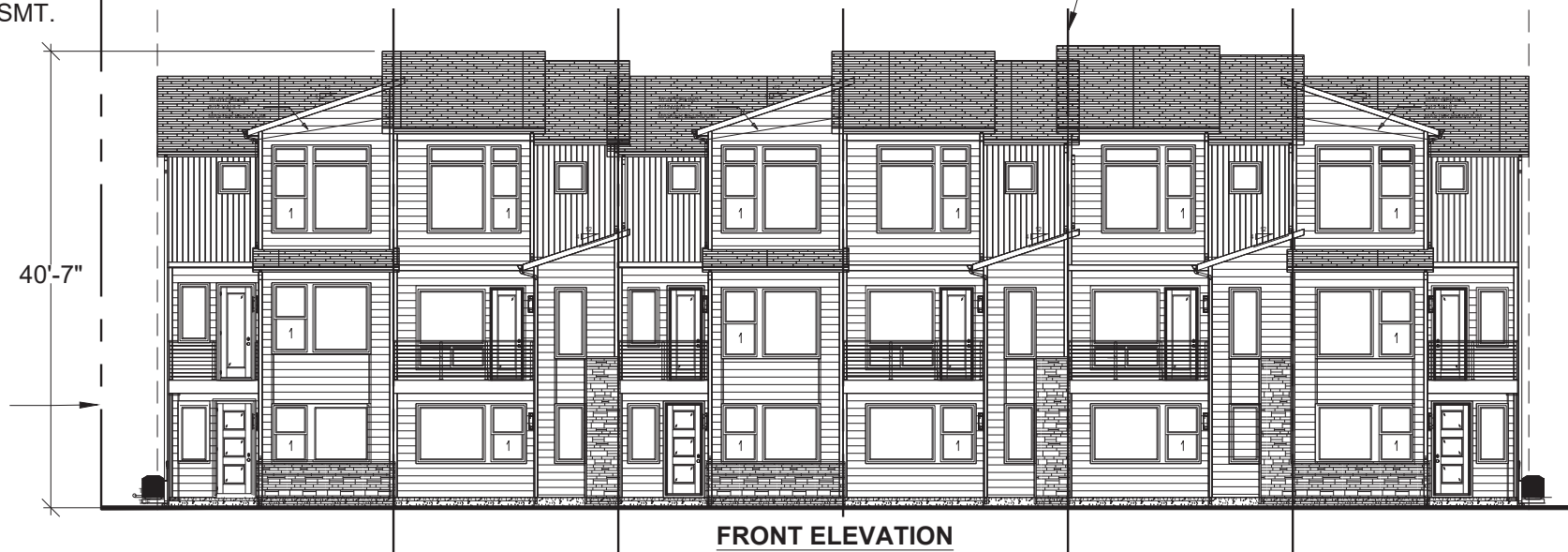
## POMPONIO TERRACE

### A PLANNED UNIT DEVELOPMENT

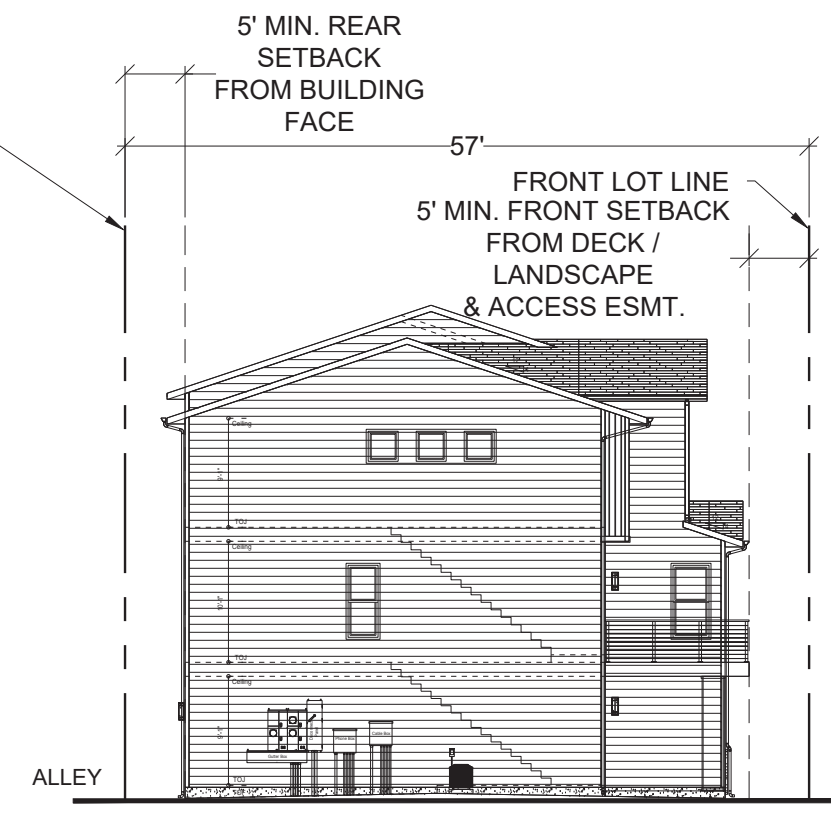
### ADAMS COUNTY, COLORADO 80030

**NOTE:**  
CONCEPTUAL 6-UNIT MODELTYPE IS  
DEPICTED ON THIS SHEET. BUILDINGS ARE  
ANTICIPATED TO BE 3, 4, 5 & 6 UNIT MODEL  
TYPES.

5' MIN. SIDE SETBACK  
FROM ROOF LINE /  
LANDSCAPE  
& ACCESS ESMT.



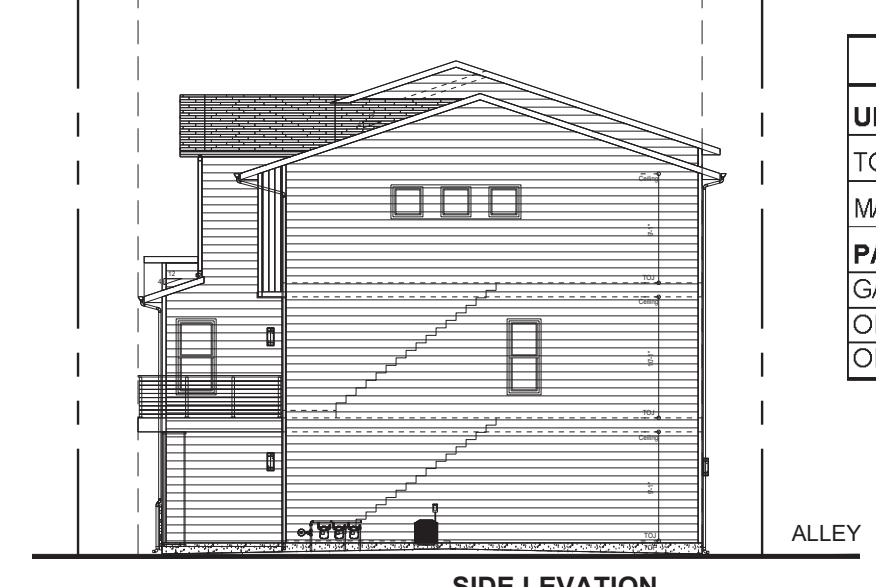
FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION



SIDE ELEVATION

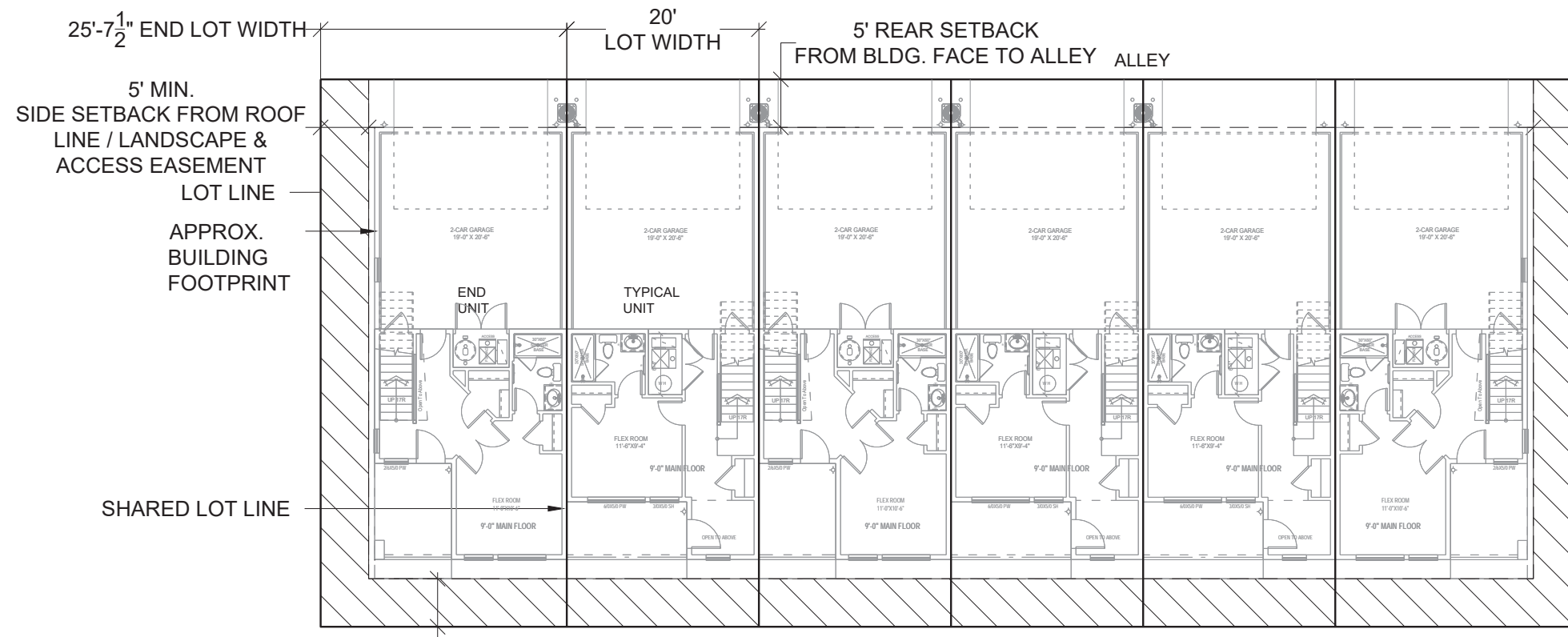
#### BULK & DIMENSION STANDARDS

MINIMUM TOWNHOME LOT AREA (STANDARD UNIT)	1,080 SQ. FEET
MAXIMUM TOWNHOME LOT AREA (CORNER UNIT)	1,384 SQ. FEET
MINIMUM FRONT SETBACK (INTERNAL UNITS)	5 FEET
MINIMUM FRONT SETBACK (FROM RIGHT OF WAY)	10 FEET
MINIMUM SIDE SETBACK (INTERNAL CORNER UNITS)	5 FEET
MINIMUM SIDE SETBACK ON CORNER UNITS ( FROM RIGHT OF WAY)	10 FEET
MINIMUM REAR LOT LINE SETBACK (FACING ALLEY)	5 FEET
MINIMUM DISTANCE BETWEEN BUILDINGS	10 FEET

#### UNIT & PARKING SUMMARY

FILING 3	
<b>UNITS</b>	
TOWNHOMES (REAR-LOADED)	33 UNITS
MAXIMUM BUILDING HEIGHT (3-STORY UNITS)	41 FEET
<b>PARKING</b>	
GARAGE PARKING (2 SPACES PER UNIT)	66 SPACES
ON-STREET PARKING (GUEST PARKING)	23 SPACES
OFF-STREET PARKING (GUEST PARKING)	4 SPACES
<b>TOTAL</b>	<b>93 SPACES</b>
	83 REQ'D

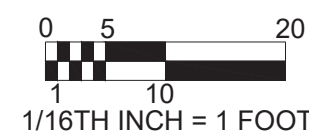
FILING 4	
<b>UNITS</b>	
TOWNHOMES (REAR-LOADED)	81 UNITS
MAXIMUM BUILDING HEIGHT (3-STORY UNITS)	41 FEET
<b>PARKING</b>	
GARAGE PARKING (2 SPACES PER UNIT)	162 SPACES
ON-STREET PARKING (GUEST PARKING)	23 SPACES
OFF-STREET PARKING (GUEST PARKING)	39 SPACES
<b>TOTAL</b>	<b>224 SPACES</b>
	204 REQ'D



CONCEPTUAL LOT PLAN & SETBACKS

5' MIN.  
SIDE SETBACK FROM ROOF  
LINE / LANDSCAPE &  
ACCESS EASEMENT

**LEGEND**  
LANDSCAPE & ACCESS EASEMENT  
(LANDSCAPE INSTALLED BY TOWNHOME  
BUILDER, MAINTAINED BY PTMD)



518 17th Street  
Suite 1575  
Denver, CO 80202  
www.ees.us.com  
303-572-7997



FIRST AMENDMENT TO THE  
PRELIMINARY DEVELOPMENT PLAN  
**POMPONIO TERRACE**  
ADAMS COUNTY, CO 80030  
BULK & DIMENSION STANDARDS, LOT TYPICALS &  
ARCHITECTURAL ELEVATIONS



pcs group inc. www.pcsgroupco.com  
p.o. box 18287  
denver, co 80218  
303.531.4905  
FILE NO. \_\_\_\_\_  
MAP NO. \_\_\_\_\_  
RECEPTION NO. \_\_\_\_\_

PROJECT NO: PHT004.01  
DESIGNED BY: JI  
DRAWN BY: JI  
DATE: 12/21/2017

© 2016, ALL RIGHTS RESERVED. 12/21/2017 11:55 AM Y:\POMPONIO\PLANNING\CURRENT DWGS\PDP-TOWNHOME-LDSCP SHEETS.DWG



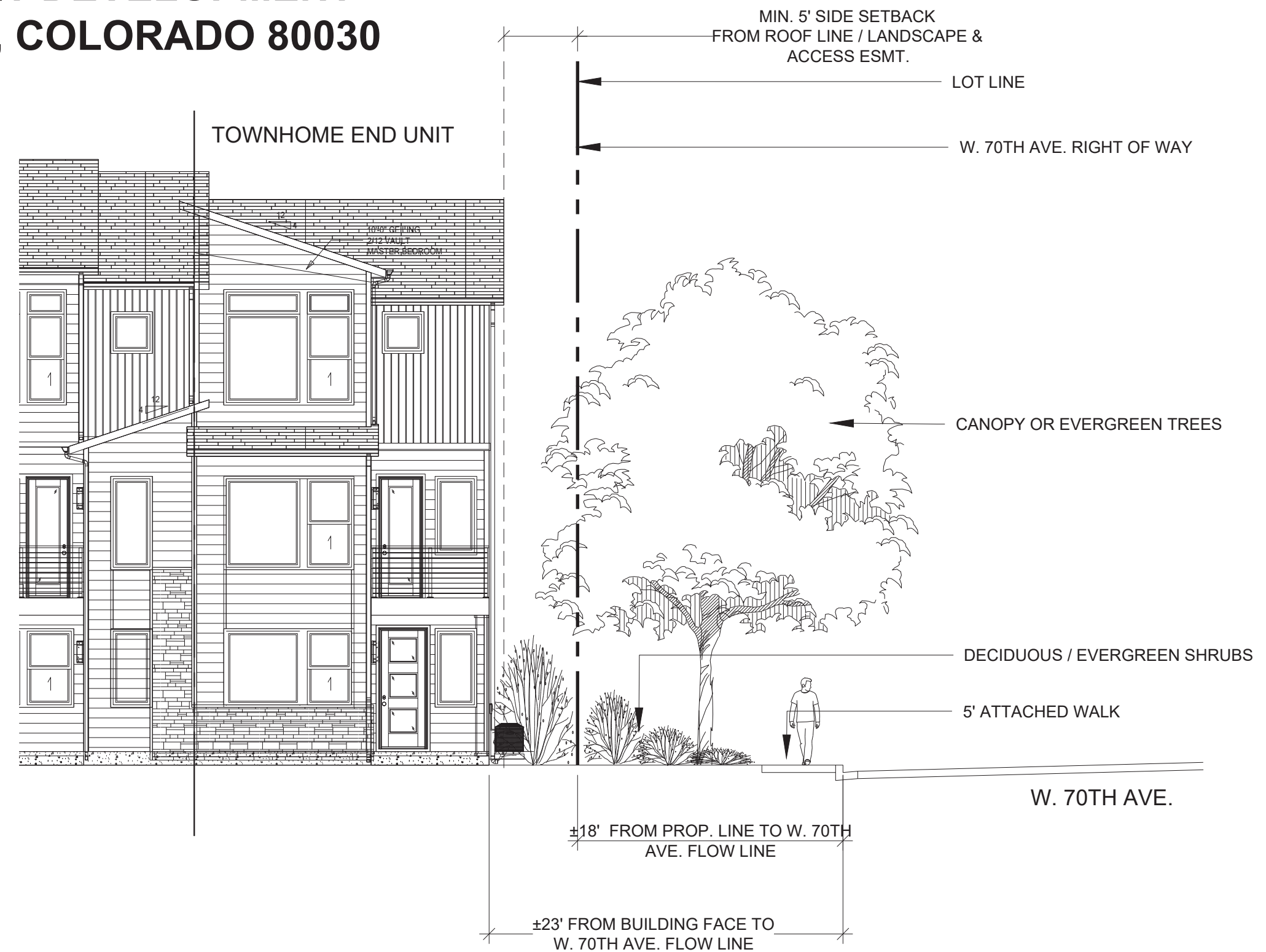
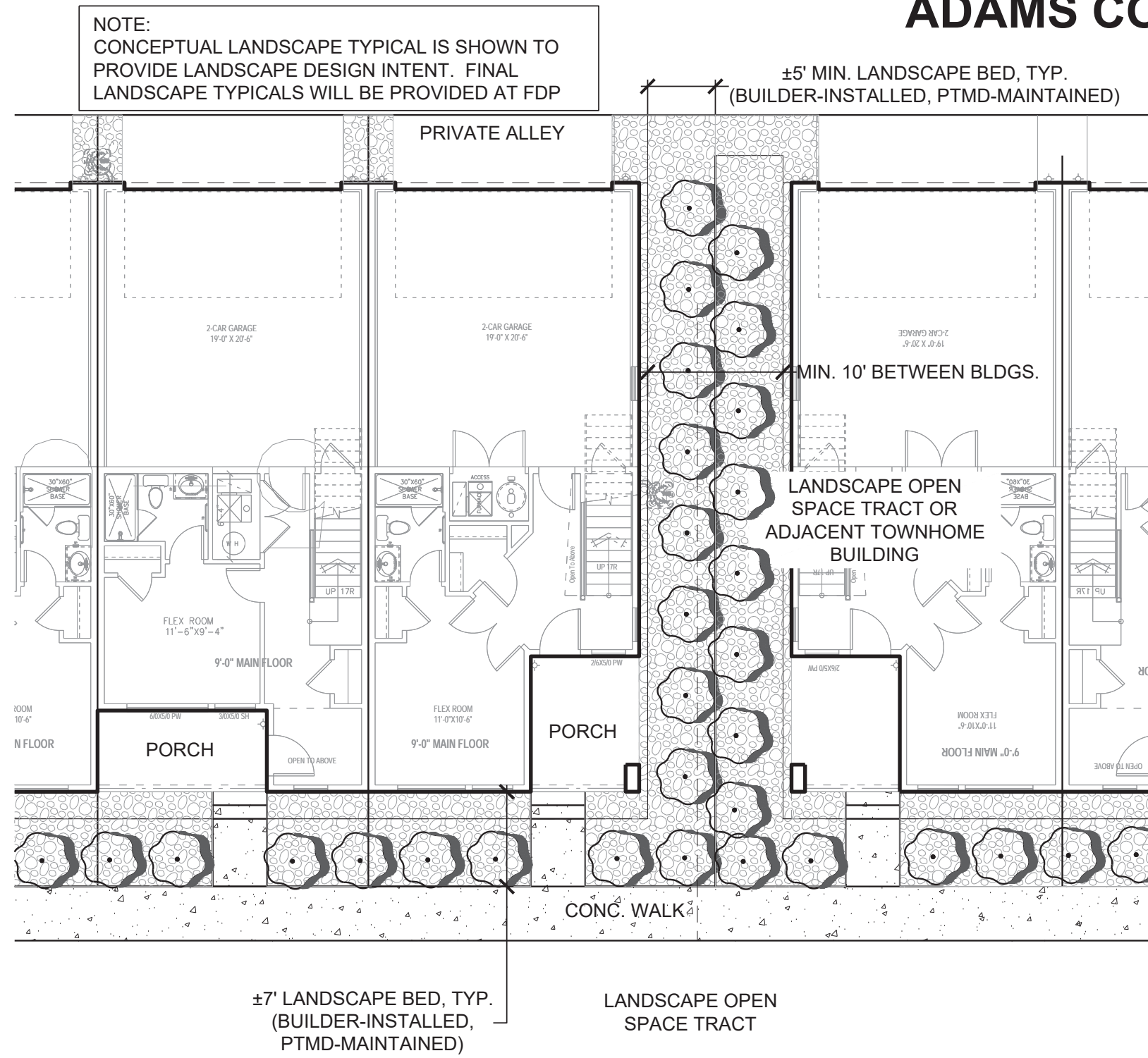
# FIRST AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN

## POMPONIO TERRACE

### A PLANNED UNIT DEVELOPMENT

#### ADAMS COUNTY, COLORADO 80030

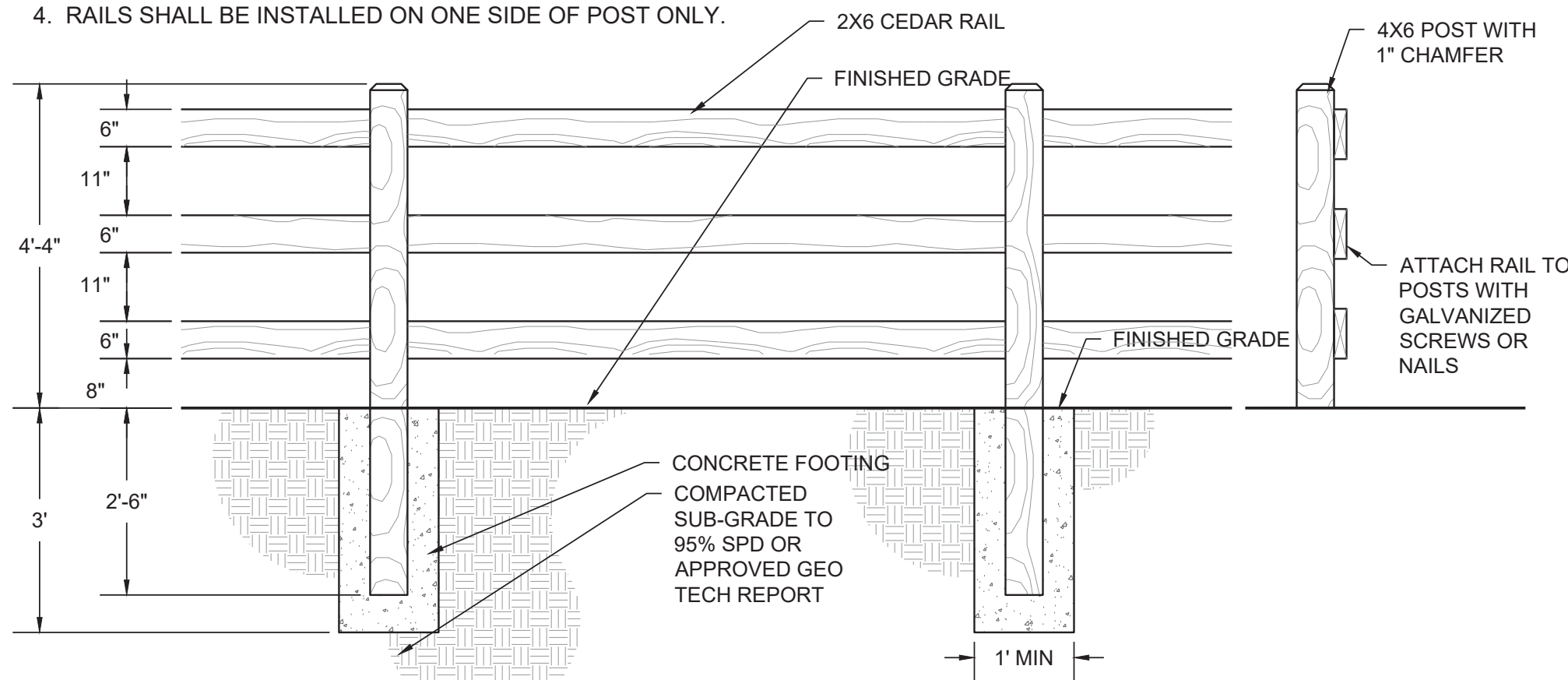
**NOTE:**  
DEPICTION IS CONCEPTUAL AND SUBJECT TO CHANGE PENDING FINAL SITE PLAN & GRADING PROVIDED AS PART OF FDP.



**1** CONCEPTUAL TOWNHOME LANDSCAPE TREATMENT  
SCALE: 1" = 10'-0"

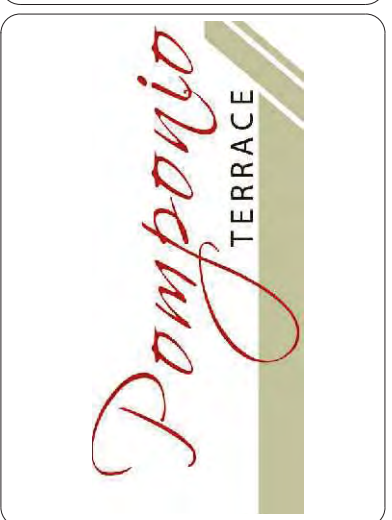
**2** CONCEPTUAL W. 70TH AVE. LANDSCAPE BUFFER  
(SECTION SHOWS CLOSEST POINT BETWEEN UNITS & ROAD) SCALE: 3/32" = 1'-0"

- NOTES:**
1. ALL WOOD TO BE ROUGH SAWN CEDAR.
  2. WOOD TO BE WEATHER AND ROT RESISTANT
  3. WOOD TO BE TREATED WITH STAIN.
  4. RAILS SHALL BE INSTALLED ON ONE SIDE OF POST ONLY.



**3** CONCEPTUAL RAIL FENCE  
NOT TO SCALE

518 17th Street  
Suite 1575  
Denver, CO 80202  
www.ees.us.com  
303-572-7997



FIRST AMENDMENT TO THE  
PRELIMINARY DEVELOPMENT PLAN  
**POMPONIO TERRACE**  
ADAMS COUNTY, CO 80030  
SECTIONS & EXHIBITS



pcs group inc. www.pcsgroupco.com  
p.o. box 18287  
denver, co 80218  
303.531.4905

FILE NO. \_\_\_\_\_  
MAP NO. \_\_\_\_\_  
RECEPTION NO. \_\_\_\_\_

PROJECT NO: PHT004.01  
DESIGNED BY: JI  
DRAWN BY: JI  
DATE: 12/21/2017

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12/21/2017 11:55 AM Y:\POMPONIO\PLANNING\CURRENT DWGS\PD\P-TOWNHOME\LDSCP SHEETS.DWG



## Development Review Team Comments

**Date:** 5/16/17

**Project Number:** PUD2017-00002

**Project Name:** Pomponio PDP Amendment

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.

**Please submit 1 hard copy and 1 electronic copy to the Community and Economic Development Department front desk with the re-submittal form.**

**Commenting Division:** Development Services, Planning

**Name of Reviewer:** Emily Collins

**Email:** [ecollins@adcogov.org](mailto:ecollins@adcogov.org)

PLN1. This request is for an amendment to the approved Preliminary Development Plan (PDP) for the Pomponio Terrace PUD.

- a. The BOCC approved a preliminary plat and development plan for 248 single-family lots on February 17, 2015.
- b. Filing 1 and Filing 2 final plats and final development plans (FDP) were approved on October 4, 2016 (FDP) and December 13, 2016 (final plats and SIAs).
  - i. Filing 1 created 74 single-family lots on 11.791 acres.
  - ii. Filing 2 created 52 single-family lots on 8.323 acres.

PLN2. Proposed Changes:

- a. Specifically, to allow single-family attached (townhomes) on the remaining 6.46 acres of the development.
- b. Proposed 120 townhomes.
- c. This would result in 246 units, which is within the original approved density for the site.

PLN3. PDP Comments:

- a. Please change all BOCC signature blocks to "Chair"
- b. Legal Description sheet should be moved after the Cover Sheet.
- c. Re-title document: First Amendment to the Preliminary Development Plan
- d. Narrative:

- i. Consider removing references to “Filings 3 and 4” as these designations may change (i.e. they may be submitted as one filing). Reference remainder of development as future filing(s).
- e. Narrative-A:
  - i. Include in the introduction paragraph the background/history of the development approvals (i.e. what was approved and when) and the specific purpose of the amendment (i.e. allow single-family attached homes).
- f. Narrative-B:
  - i. Consider removing references to “future park being built on adjacent property” as this area is a private Midtown community amenity and designs have not been completed.
  - ii. Reference Federal Blvd Framework Plan and explain how this design complies with goals of the corridor plan.
- g. Narrative-C:
  - i. Provide explanation of previously approved density with single-family lots and compare density if 120 attached units are approved.
  - ii. Provide similar analysis of overall required open space per approved PDP and projected open space calculation.
  - iii. These may be shown in a table format.
- h. Narrative-D:
  - i. Explain how attached units are a more affordable home type and why they are being proposed for the development
- i. Narrative-E:
  - i. Please provide confirmation with proposed 26 ft alley widths comply with Fire Department requirements.
  - ii. Move parking analysis under this section
  - iii. Provide comparison of approved ratio to proposed parking ratio
- j. Narrative-G:
  - i. Correction that County will maintain all local streets after final acceptance has been granted.
  - ii. Clarify responsibility of alley maintenance.
- k. Narrative-I:
  - i. Suggest a simplified explanation (i.e. to allow a variety of housing types including single-family detached as well as attached varying from 3-6 units).
- l. Narrative-J:
  - i. The PDP is intended to be preliminary in nature. Suggest simplified language that required open space and active recreation areas will conform with original PDP requirements
  - ii. List percentages required, the amount approved in Filings 1-2, and the remainder necessary to install. This can be in a table format similar to the approved Filing 1 and 2 FDPs.
- m. Narrative-K:

- i. The PDP is intended to be preliminary in nature. State proposed minimum requirements including setbacks, height, and architectural character. Language may be added that these standards will be finalized in future FDP applications.
- n. Narrative-Phasing:
  - i. Please remove this language as Chapter 5-Subdivision design Standards prohibits phasing public improvements and the timing of improvements and release of building permits would be determined at time of FDP and SIA review.
- o. Sheet 4:
  - i. Add language stating these are proposed/ conceptual layouts and final lot layout and number of units will be determined in future FDPs.
  - ii. Add language that proposed amendment will not exceed the approved 248 units. This allows flexibility in your final design and layout.
  - iii. If open space area is denoted on this sheet, please show a graphical representation (hatching or shading).
- p. Sheet 5:
  - i. Guest on-street spaces calculation is inconsistent (24 on table vs. 26 spaces illustrated).
  - ii. Provide dimensions of proposed on-street parking spaces.
- q. Sheet 6:
  - i. Please confirm that parking near intersections/ corners will not be within sight distance triangle.
  - ii. Are on-street spaces guest spaces designated for guests only (signage) or are they available for resident parking?

PLN4. Other Comments:

- a. Please submit proposed lot layout including building envelopes, utility and other easements.
- b. Please provide a table of proposed setbacks, height restrictions, etc.
- c. Please provide proposed elevations for the townhomes.
- d. Please provide more detail on lots adjacent to 70<sup>th</sup> Ave. (setbacks, landscape buffers, fencing, etc). Staff has concerns about the proximity of these units to the street.

**Commenting Division: Development Services, Engineering:**

**Name of Review:** Matt Emmens

**Email:** [memmens@adcogov.org](mailto:memmens@adcogov.org)

ENG1: The original PDP/FDP for this development was reviewed and approved for single-family detached homes in all four (4) filings. Changing filings 3 and 4 to multi-family townhomes will increase the site imperviousness and, could require additional changes to the storm sewer system (including the detention pond). At the time of final plat and construction plans submittal/review, the developer is required to submit an updated drainage report that including the analysis and design for the townhome product.

ENG2: The original PDP/FDP for this development was reviewed and approved for single-family detached homes in all four (4) filings. Changing filings 3 and 4 to multi-family townhomes could affect the results of the approved Traffic Impact Study (approved with the original PDP/FDP). At the time of final plat and construction plans submittal/review, the applicant will be required to submit an updated TIS that includes the analysis and design for the townhome product.

If the overall traffic generation is less than the originally approved TIS (including peak hour trips) the applicant will only need to submit an addendum letter discussing the new traffic counts.

ENG3: Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, two (2) copies of all construction documents. The development review fee for this project will be \$2,500.

ENG4: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

ENG5: The draft PDP document includes a section on construction phasing that discussing constructing the site in two phases and phased acceptance of the public improvements to allow for building permit issuance. The Adams County Development Standards and Regulations specifically prohibits the phasing of public improvements and phased acceptance of public improvements (Section 5-02-03). If the applicant wishes to construct the two filings separately, they will need to submit two separate final plats with separate SIA's.

ENG6: The draft PDP appears to show that the only public improvements are the curb cuts for alley accesses. All improvements internal to the filing boundaries appear to be private.



Therefore, these internal private site improvements will not be governed by the SIA; nor will the SIA govern issuance of building permits based on completion of the internal roadway and infrastructure improvements. However, construction of the internal improvements and sales of the townhome units could conflict with one another. At the time of FPD/Construction plan submittal, the applicant will be required to include a phasing plan for the construction and sale of these units. The plan must show that new residences will have un-hindered access and services to their units while construction continues on the unfinished areas. Fire department approval of the phasing plan will be required to insure emergency services.

**Commenting Division: Development Services, Right-of-Way:**

**Name of Review:** Marissa Hillje

**Email:** [mhillje@adcogov.org](mailto:mhillje@adcogov.org)

ROW1) Please include an Exhibit for the legal description that you provided.

**Commenting Division: Development Services, Building Safety:**

**Name of Review:** Justin Blair

**Email:** [jblair@adcogov.org](mailto:jblair@adcogov.org)

Building Safety Division would not permit or allow this proposed configuration based on setback from all property lines.

BSD1- While the building codes would permit a zero lot line, there are many complicating factors that would render this design as non compliant.

BSD2- Building code does not define a front, side, or rear setback, rather looks at all of them as the required safe separation distance between buildings based on lot lines.

BSD3-Any structure, including roof overhangs less than 5' from any property line requires 1 hour fire rated construction (interior and exterior). This means balloon type framing.

BSD4- Any structure, including roof overhangs less than 3' from a property line requires 1 hour fire rated construction from both sides (interior and exterior). This means balloon type framing.

BSD5-Structures 3' or less would not permit any openings into the rated construction, meaning no doors or windows would be allowed on any wall less than 3' from a property line. Secondly, the code requires egress, natural light, and ventilation requirements that would not be able to comply with at 1.5' or 2' setback.



Right of Way & Permits

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: 303.571.3306  
Facsimile: 303. 571.3284  
donna.l.george@xcelenergy.com

May 4, 2017

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Emily Collins

**Re: Pomponio Terrace PDP Amend, Case # PUD2017-00002**

Public Service Company of Colorado's (PSCo) Right of Way and Permits Referral Desk has reviewed the PUD amendment for **Pomponio Terrace**. Please be aware PSCo owns and operates existing natural gas distribution facilities along West 70<sup>th</sup> Avenue. To ensure that adequate utility easements are available within this development and per state statutes, 6-foot wide dry utility easements for natural gas facilities including space for service trucks to drive and 8-foot wide dry utility easements for electric facilities including transformers, pedestals, and cabling, and that they all be depicted graphically on the preliminary and final plats. While these easements should accommodate the majority of utilities to be installed in the subdivision, some additional easements may be required as planning and building progresses.

If the property owner/developer/contractor has already contacted the **Builder's Call Line** at 1-800-628-2121 **or** <https://xcelenergy.force.com/FastApp> (*register*, application can then be tracked) to complete the application process for any new gas or electric service or modification to existing facilities, they must continue to work with the Designer assigned to the project for approval of design details.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1 800-922-1987 for utility locates prior to construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George  
Contract Right-of-Way Referral Processor  
Public Service Company of Colorado

## Emily Collins

---

**From:** Loeffler - CDOT, Steven [steven.loeffler@state.co.us]  
**Sent:** Monday, May 08, 2017 2:43 PM  
**To:** Emily Collins  
**Subject:** PUD2017-00002, Pomponio Terrace PDP Amendment

Emily,

I have reviewed the referral named above for a major amendment to the approved PDP to allow single-family attached (townhome) development on property generally located at 6856 Federal Blvd. and have no objections.

Thank you for the opportunity to review this referral.

**Steve Loeffler**  
Permits Unit



P 303.757.9891 | F 303.757.9886  
2000 S Holly Street, Denver, CO 80222  
[steven.loeffler@state.co.us](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)





June 27, 2017

Ms. Emily Collins, AICP  
4430 South Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000  
Brighton, CO 80601

**RE: Case Name: Pomponio Terrace F 3&4, Major Amendment to the approved PDP**  
**Case No.: PRC2017-00002**  
RGA Job No.: 0788.0044

Dear Ms. Collins:

On behalf of the Crestview Water and Sanitation District, RG and Associates, LLC (RGA) received the application documents for the above-referenced project consisting of the following documents:

- Request for Comments, dated April 27, 2017;
- Preliminary Development Plan, Pomponio Terrace No. 3 & 4, dated 04/10/2017

Thank you for providing us the referral. Please see our comments below.

1. Clarify that all water and sanitary sewer utilities of Filing No. 3 and 4 are private.
2. Sheet 2 of the Preliminary Development Plan, Pomponio Terrace No. 3 & 4, dated 04/10/2017 does not state the maintenance responsibility of the water utility in the private areas, only the sanitary sewer mains. Reference: O. Utility Service Providers. Is the master community association Pomponio Terrace Metropolitan District, PTMD?
3. In Filing No. 3, the private stubs into the filing appear to be oriented into Townhome Units/ Lots # 30 and 36. Reference: Preliminary Development Plan, Pomponio Terrace No. 3 & 4, dated 04/10/2017, Sheet 5.
4. On future applicable submittals, please provide referrals to the district that include preliminary or final construction plans, site plans, plat, utility and development plans for review.

Ms. Emily Collins, AICP  
June 27, 2017  
Page 2

If you have any questions, please call me at 303-901-2434 or email [karlk@rgengineers.com](mailto:karlk@rgengineers.com).

Sincerely,

RG AND ASSOCIATES, LLC



Karl A. Kluge  
Development Review Engineer

cc: Mitch T Terry, Crestview Water & Sanitation District, District Manager

## Emily Collins

---

**From:** McConnell, John [jmconne@CityofWestminster.us]  
**Sent:** Thursday, May 04, 2017 2:36 PM  
**To:** Emily Collins  
**Subject:** FW: PUD2017-00002 Pomponio PDP Amendment Request for Comments  
**Attachments:** PUD2017-00002 Pomponio PDP Amendment\_ Request for Comments.pdf

Hello Emily,

Thank you for allowing us to review this amendment. The City of Westminster Community Development Department has no comments regarding the above-referenced case.

Thank you,  
John

**John McConnell, AICP** | Principal Planner | City of Westminster Community Development Department | 4800 W. 92nd Ave., Westminster, CO 80031 |  
V: 303.658.2474  
Email: [jmconne@cityofwestminster.us](mailto:jmconne@cityofwestminster.us)

City Hall Hours:  
Monday - Thursday 7:00 am to 6:00 pm (Closed Fridays)



---

**From:** Emily Collins [<mailto:ECollins@adcogov.org>]  
**Sent:** Tuesday, April 18, 2017 3:38 PM  
**To:** 'CSIMMONDS@MWRD.DST.CO.US' <[CSIMMONDS@MWRD.DST.CO.US](mailto:CSIMMONDS@MWRD.DST.CO.US)>; 'chris.quinn@rtd-denver.com' <[chris.quinn@rtd-denver.com](mailto:chris.quinn@rtd-denver.com)>; 'George, Donna L' <[Donna.L.George@xcelenergy.com](mailto:Donna.L.George@xcelenergy.com)>; 'Terry Barnhart' <[TBarnhart@hylandhills.org](mailto:TBarnhart@hylandhills.org)>; 'Walsh, Andy' <[awalsh@CityofWestminster.us](mailto:awalsh@CityofWestminster.us)>; 'sharonwhitehair@gmail.com' <[sharonwhitehair@gmail.com](mailto:sharonwhitehair@gmail.com)>; 'Chris Wilder' <[cwilder@acfpd.org](mailto:cwilder@acfpd.org)>; 'PatrickStock@crestviewwater.net' <[PatrickStock@crestviewwater.net](mailto:PatrickStock@crestviewwater.net)>; 'brandyn.wiedrich@centurylink.com' <[brandyn.wiedrich@centurylink.com](mailto:brandyn.wiedrich@centurylink.com)>; 'Cummins, Mac' <[mcummins@CityofWestminster.us](mailto:mcummins@CityofWestminster.us)>; 'Hall, Doug' <[DHall@CityofWestminster.us](mailto:DHall@CityofWestminster.us)>; 'jpeterson@adams50.org' <[jpeterson@adams50.org](mailto:jpeterson@adams50.org)>; 'thomas\_lowe@cable.comcast.com' <[thomas\\_lowe@cable.comcast.com](mailto:thomas_lowe@cable.comcast.com)>; 'Loeffler - CDOT, Steven' <[steven.loeffler@state.co.us](mailto:steven.loeffler@state.co.us)>; 'landuse@tchd.org' <[landuse@tchd.org](mailto:landuse@tchd.org)>; 'Laurel Broten' <[lbrotten@tchd.org](mailto:lbrotten@tchd.org)>  
**Subject:** PUD2017-00002 Pomponio PDP Amendment Request for Comments

Good Afternoon,

Please see the attached Request for Comments on the above case. **Comments are due by Tuesday, May 9<sup>th</sup>.**



Let me know if you have any questions!

Thanks,  
**Emily Collins, AICP**  
Planner II, *Community and Economic Development*



## Request for Comments

Case Name:	Pomponio Terrace PDP Amendment
Case Number:	PUD2017-00002

April 18, 2017

Adams County Planning Commission is requesting comments on the following request:

**A Major Amendment to the approved Preliminary Development Plan (PDP) to allow single-family attached (townhome) development pursuant to Section 2-01-10-02.**

This request is located at **6856 Federal BLVD**

The Assessor's Parcel Number is **0182505100028 and 0182505100029**

Applicant Information **EES (RENEE YOUNG)**

**518 17TH STREET, SUITE 1575  
DENVER, CO 80202**

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 **May 9, 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](mailto: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](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

*Emily Collins*

Emily Collins, AICP  
Case Manager



## **Revised Public Hearing Notification**

<b>Case Name:</b>	Pomponio Terrace PDP Amendment
<b>Case Number:</b>	PUD2017-00002
<b>Planning Commission Hearing Date:</b>	02/08/2018 at 6:00 p.m.
<b>Board of County Commissioners Hearing Date:</b>	02/27/2018 <b>9:30 a.m.</b>

January 19, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

**A Major Amendment to the approved Preliminary Development Plan (PDP) to allow single-family attached (townhome) development.**

These requests are located at approximately **6856 Federal BLVD**

The Assessor's Parcel Numbers are **0182505100028, 0182505100029**

Applicant Information: **EES (RENEE YOUNG)**

**518 17TH STREET, SUITE 1575**

**DENVER, CO 80202**

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](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Emily Collins, AICP  
Case Manager

**NOTICE OF PUBLIC HEARING  
FOR LANDUSE**

**NOTICE IS HEREBY GIVEN**, that an application has been filed by Renee Young Case # **PUD2017-00002** requesting: A Major Amendment to the approved Preliminary Development Plan (PDP) to allow single-family attached (townhome) development on the following property:

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND IN THE SOUTH-EAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5, BEING A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 23053, FROM WHICH POINT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5, BEING A 3.25" ALUMINUM CAP IN MONUMENT BOX STAMPED LS 17668, BEARS NORTH 89°37'42" EAST, A DISTANCE OF 2637.26 FEET;  
THENCE SOUTH 00°47'38" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1398.86 FEET (DEEDED AS 1400');  
THENCE SOUTH 89°12'22" EAST ALONG THE SOUTH LINE OF WEST 70TH AVENUE, AS CONVEYED IN DEED RECORDED IN BOOK 536 AT PAGE 311, A DISTANCE OF 286.05 FEET (DEEDED AS 286 FEET) TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2006000985302, BEING THE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF WEST 70TH AVENUE THE FOLLOWING FIVE (5) COURSES:  
1. SOUTH 89°12'22" EAST, A DISTANCE OF 64.00 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;  
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 39°23'37", AN ARC DISTANCE OF 178.76 FEET (CHORD BEARS SOUTH 69°30'34" EAST, 175.26 FEET) TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;  
3. SOUTH 49°48'45" EAST, A DISTANCE OF 396.77 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;  
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 33°19'31", AN ARC DISTANCE OF 197.76 FEET (CHORD BEARS SOUTH 66°28'31" EAST, 194.98 FEET) TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;  
5. SOUTH 83°08'16" EAST, A DISTANCE OF 519.78 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;  
THENCE SOUTH 00°33'25" WEST ALONG THE WEST LINE OF LOT 1, BLOCK 1, SUNSTRAND SUBDIVISION, RECORDED UNDER RECEPTION NO. A026680, A DISTANCE OF 1299.66 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;  
THENCE ALONG THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5158 AT PAGE 820 THE FOLLOWING FOUR (4) COURSES:  
1. NORTH 57°33'55" WEST, A DISTANCE OF 382.30 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;  
2. NORTH 42°16'49" WEST, A DISTANCE OF 182.93 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;  
3. NORTH 57°33'55" WEST, A DISTANCE OF 130.95 FEET TO A 3.25" ALUMINUM CAP STAMPED CDOT;  
4. NORTH 84°23'03" WEST, A DISTANCE OF 196.86 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;  
THENCE NORTH 57°33'55" WEST ALONG THE NORTHERLY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY RIGHT-OF-WAY, AS DESCRIBED IN SAID DEED RECORDED IN BOOK 5158 AT PAGE 820, A DISTANCE OF 244.38 FEET;  
THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 1299 PAGE AT 154 THE FOLLOWING FOUR (4) COURSES:  
1. NORTH 31°56'08" EAST, A DISTANCE OF 336.17 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;  
2. NORTH 58°03'52" WEST, A DISTANCE OF 235.00 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;  
3. NORTH 00°48'38" EAST, A DISTANCE OF 303.09 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;  
4. NORTH 89°11'22" WEST, A DISTANCE OF 429.19 FEET;  
THENCE ALONG THE EAST LINE OF FEDERAL BOULEVARD AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2006000985302 THE FOLLOWING TWO (2) COURSES:  
1. NORTH 02°03'26" WEST, A DISTANCE OF 24.18 FEET TO A PK NAIL WITH WASHER STAMPED PLS 24667;  
2. NORTH 09°19'16" WEST, A DISTANCE OF 72.66 FEET;  
THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2006000985302 THE FOLLOWING SIX (6) COURSES:  
1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 37°48'16", AN ARC DISTANCE OF 46.19 FEET (CHORD BEARS SOUTH 60°05'56" EAST, 45.35 FEET);  
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 155.33 FEET AND A CENTRAL ANGLE OF 11°23'54", AN ARC DISTANCE OF 30.90 FEET (CHORD BEARS SOUTH 35°29'48" EAST, 30.85 FEET);  
3. SOUTH 29°47'48" EAST, A DISTANCE OF 16.30 FEET TO ANO. 5 REBAR WITH YELLOW PLASTIC CAP WITH ILLEGIBLE MARKINGS;  
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.43 FEET AND A CENTRAL ANGLE OF 59°29'33", AN ARC DISTANCE OF 24.33 FEET (CHORD BEARS SOUTH 59°32'18" EAST, 23.25 FEET) TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;  
5. SOUTH 89°17'04" EAST, A DISTANCE OF 112.36 FEET TO A NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 24667;  
6. NORTH 00°47'38" EAST, A DISTANCE OF 457.36 FEET TO THE POINT OF BEGINNING, CONTAINING 1,161,661 SQUARE FEET, OR 26.6681 ACRES, MORE OR LESS.

(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)

**APPROXIMATE LOCATION:**

**6856 Federal Blvd.**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **8th day of February, 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 27th 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**

Please reply to this message by email to confirm receipt or call Shayla Christenson at 720.523.6800.



# CERTIFICATE OF POSTING



I, Emily Collins do hereby certify that I had the property posted at

6856 Federal Blvd.

on January 26, 2018

in accordance with the requirements of the Adams County Zoning Regulations

*Emily Collins*

Emily Collins

Adams County Development Services - Building  
Attn: Justin Blair  
4430 S Adams County Pkwy  
Brighton CO 80601

Engineering Department - ROW  
Attn: Transportation Department  
PWE - ROW

Adams County Fire Protection District  
Attn: Chris Wilder  
8055 N. WASHINGTON ST.  
DENVER CO 80229

Engineering Division  
Attn: Transportation Department  
PWE

Century Link, Inc  
Attn: Brandyn Wiedreich  
5325 Zuni St, Rm 728  
Denver CO 80221

GOAT HILL  
Attn: SHARON WHITEHAIR  
2901 W 63RD  
AVE SP:0047  
DENVER CO 80221

CITY OF WESTMINSTER  
Attn: MAC CUMMINS  
4800 W 92ND AVE.  
WESTMINSTER CO 80031

Hyland Hills Park & Recreation District  
Attn: Terry Barnhart  
8801 Pecos St  
Denver CO 80260

CITY OF WESTMINSTER  
Attn: Andy Walsh  
4800 W 92nd Avenue  
WESTMINSTER CO 80031

METRO WASTEWATER RECLAMATION  
Attn: CRAIG SIMMONDS  
6450 YORK ST.  
DENVER CO 80229

Code Compliance Supervisor  
Attn: Eric Guenther  
eguenther@adcogov.org

NS - Code Compliance  
Attn: Andy San Nicolas  
asannicolas@adcogov.org

COLORADO DEPT OF TRANSPORTATION  
Attn: Steve Loeffler  
2000 S. Holly St.  
Region 1  
Denver CO 80222

Parks and Open Space Department  
Attn: Nathan Mosley  
mpedrucci@adcogov.org  
aclark@adcogov.org

COMCAST  
Attn: JOE LOWE  
8490 N UMITILLA ST  
FEDERAL HEIGHTS CO 80260

REGIONAL TRANSPORTATION DIST.  
Attn: CHRIS QUINN  
1560 BROADWAY SUITE 700  
DENVER CO 80202

COUNTY ATTORNEY- Email  
Attn: Christine Francescani  
CFrancescani@adcogov.org

SHERIFF'S OFFICE: SO-HQ  
Attn: MICHAEL McINTOSH  
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog  
snielson@adcogov.org

Crestview Water & Sanitation  
Attn: Patrick Stock  
PO Box 21299  
Denver CO 80221-0299

Sheriff's Office: SO-SUB  
Attn: SCOTT MILLER  
TFuller@adcogov.org, smiller@adcogov.org  
aoverton@adcogov.org; mkaiser@adcogov.org



WESTMINSTER FIRE DEPT.  
Attn: CAPTAIN DOUG HALL  
9110 YATES ST.  
WESTMINSTER CO 80031

WESTMINSTER SCHOOL DISTRICT #50  
Attn: Jackie Peterson  
7002 Raleigh Street  
WESTMINSTER CO 80030

Xcel Energy  
Attn: Donna George  
1123 W 3rd Ave  
DENVER CO 80223

Xcel Energy  
Attn: Donna George  
1123 W 3rd Ave  
DENVER CO 80223

2661 W 65TH PLACE LLC  
PO BOX 1500  
ARVADA CO 80001-1500

AGUILAR ELENA  
11664 GRANT ST  
NORTHGLENN CO 80233-2006

2812 W 66TH LLC  
C/O DEERWOODS REAL ESTATE MANAGEMENT  
510 E 51ST AVE  
DENVER CO 80216-2091

ALBERT SAM E  
2650 FERN DR  
WESTMINSTER CO 80030-5649

6860 FEDERAL BOULEVARD LLC  
2471 S JOSEPHINE ST  
DENVER CO 80210-5413

ALCANTAR SALVADOR  
7051 CANOSA CT  
WESTMINSTER CO 80030-5638

6990 FEDERAL BLVD LLC  
2471 S JOSEPHINE ST  
DENVER CO 80210-5413

ALTO PARTNERS LLLP  
C/O HOUSING AUTHORITY OF THE COUNTY OF A  
7190 COLORADO BLVD  
COMMERCE CITY CO 80022-1812

ABEYTA JUAN ESTEVAN AND  
ABEYTA KENIA MARGARETT  
7021 BEACH ST  
WESTMINSTER CO 80030-5626

ANCELL NANCY A  
7010 BRYANT WAY  
WESTMINSTER CO 80030-5637

ABEYTA KENNETH ALLEN JR  
7030 BEACON WAY  
WESTMINSTER CO 80030-5631

ANDERSON MARGARITA  
7010 BEACH ST  
WESTMINSTER CO 80030-5627

ACEVEDO ANA B  
7001 BEACH ST  
WESTMINSTER CO 80030-5626

ARAGON SYLVIA  
1390 SHERIDAN BLVD  
DENVER CO 80214-3009

ACEVEDO SOTO ANA C AND ACEVEDO SOTO  
LLUVIA A AND REYES GONZALEZ CESAR  
7000 BEACH ST  
WESTMINSTER CO 80030-5627

ARCHDIOCESE OF DENVER THE  
OUR LADY OF VISITATION  
1300 SOUTH STEELE STREET  
DENVER CO 80210

ACKLAND LINDA KAY AND  
ACKLAND EDWARD C  
7031 BRYANT WAY  
WESTMINSTER CO 80030-5636

ARCHULETA JOSEPH AND  
ARCHULETA KATY E  
2621 W 65TH PLACE  
DENVER CO 80221

ADAMS COUNTY  
4430 SOUTH ADAMS COUNTY PKWY  
BRIGHTON CO 80601-8204

ARCHULETA SONYA R  
6970 CLAY ST  
WESTMINSTER CO 80030-5643

ARELLANO SUSANO HERRERA  
7000 CLAY ST  
WESTMINSTER CO 80030-5645

BLEA ERIC E  
2640 FERN DR  
WESTMINSTER CO 80030-5649

ARIAS ROGELIO AND  
ARIAS LUZ E  
6786 GREEN CT  
DENVER CO 80221-2632

BONNER DONALD L AND  
BONNER DEBRA L  
7041 CANOSA COURT  
WESTMINSTER CO 80030

BAILEY COMPANY THE  
C/O SAVAGE SAVAGE & BROWN INC  
PO BOX 22845  
OKLAHOMA CITY OK 73123-1845

BOVA MARY  
7169 FEDERAL BLVD  
WESTMINSTER CO 80030

BARRIOS MIGUEL GUERRERO AND  
RAMIREZ SILVIA LOPEZ  
2820 W 67TH PL  
DENVER CO 80221-2226

BPI WESTMINSTER LLC  
2880 BRYANT ST  
DENVER CO 80211-4223

BARTLETT BARBARA RANDALL 1/3 INT AND  
HOLLE ERVIN K 1/3 AND RADIC PERRY A 1/3  
2404 N RIO GRANDE AVE  
ORLANDO FL 32804-4828

BROCKER D PAUL 1/3 AND WEBBER KAREN 1/3  
AND REDMOND MICHAEL J 1/3  
3333 REGIS BLVD  
DENVER CO 80221-1154

BAYLON JOSE MIGUEL AND  
BAYLON MARTHA  
6760 GREEN CT  
DENVER CO 80221-2632

BROSAM DEWEY L  
7070 CLAY ST  
WESTMINSTER CO 80030-5645

BAYLON JOSE MIGUEL JR  
6771 GREEN CT  
DENVER CO 80221-2631

BUENO GINA  
7080 CLAY ST  
WESTMINSTER CO 80030-5645

BAYLON MARTHA  
6770 GREEN CT  
DENVER CO 80221-2632

BUI AN TAN  
7000 BEACON WAY  
WESTMINSTER CO 80030-5631

BB 1 LLC  
2700 S BROADWAY  
ENGLEWOOD CO 80113-1523

BURDICK MARY J  
2680 FERN DR  
WESTMINSTER CO 80030

BERGONDO WILLIAM T AND  
BERGONDO LYNDA J  
7068 BEACON WAY  
WESTMINSTER CO 80030-5631

BURK WILLIAM R  
2843 W 67TH PL  
DENVER CO 80221-2225

BURKEY WALTER G TRUSTEE FOR THE  
BURKEY WALTER G TRUST  
12021 PENN STREET #102  
THORNTON CO 80241

CITY OF WESTMINSTER  
4800 W 92ND AVE  
WESTMINSTER CO 80030-6399

BYER LOUIS CHARLES LIVING TRUST THE  
2705 W 66TH PL  
DENVER CO 80221

CITY OF WESTMINSTER THE  
4800 W 92ND AVE  
WESTMINSTER CO 80031-6387

CARBAJAL-CARBAJAL SERGIO AND  
LAZARO-CARBAJAL BUENAVENTURA  
2690 FERN DR  
WESTMINSTER CO 80030-5649

CITY OF WESTMINSTER THE  
4800 W 92ND AVE  
WESTMINSTER CO 80031-6399

CARLSON CLAY AND CARLSON SCOTT L AND  
CARLSON KENT D AND CARLSON RYAN L  
12460 1ST STREET PO BOX 247  
EASTLAKE CO 80614-0247

COELHO JAMES R  
2701 W 66TH PL  
DENVER CO 80221-2217

CATALANO MARI E  
7101 CLAY ST  
WESTMINSTER CO 80030-5646

COLORADO HOSPITALITY SERVICES INC  
10 E 120TH AVE  
NORTHGLENN CO 80233-1002

CENTENO JOSEPHINE  
5782 W 80TH CIR  
ARVADA CO 80003-1847

COLORADO SOUND  
RECORDING LTD  
3100 W 71ST AVE  
WESTMINSTER CO 80030-5439

CHAO YU LING SARA  
7040 BEACON WAY  
WESTMINSTER CO 80030-5631

COYLE WILLIAM  
18199 E 160TH AVE  
BRIGHTON CO 80601

CHAVEZ NOEL  
7020 BEACON WAY  
WESTMINSTER CO 80030-5631

CREASON MERLIN L  
7021 ALCOTT ST  
WESTMINSTER CO 80030-5622

CHRISTENSEN PETER K  
7240 W CUSTER AVE NO 302  
LAKEWOOD CO 80226-2779

CRESTVIEW WATER AND SANITATION DISTRICT  
PO BOX 21299  
DENVER CO 80221-0299

CITY OF WESTMINSTER  
4800 W 92ND AVE  
WESTMINSTER CO 80031-6387

CROWDER DANIEL  
906 W 69TH AVE  
DENVER CO 80221-7045

CUBIAS REINA E  
7060 CANOSA CT  
WESTMINSTER CO 80030-5639

FLOTTE DEBRA  
2570 FERN DR  
WESTMINSTER CO 80030-5648

DAVIS MARILLOIS J  
2670 FERN DR  
WESTMINSTER CO 80030-5649

FORD ALBERT J  
2840 W 67TH PL  
DENVER CO 80221-2226

DEEMS RICHARD AND  
MS KARRON  
2833 W 67TH PLACE  
DENVER CO 80221

FOX DAVID D AND FOX NANCY S  
2520 W 66TH PL  
DENVER CO 80221-2214

DELGADO GLORIA AND  
DELGADO DARIO  
7011 CLAY ST  
WESTMINSTER CO 80030-5644

FRAZIER GARY W  
2703 W 66TH PL  
DENVER CO 80221-2217

DILLARD ANN AVILA  
PO BOX 975  
SEAGRAVES TX 79359-0975

GALLEGOS SHAWN J  
7061 BRYANT WAY  
WESTMINSTER CO 80030-5636

DURAN BONIFACIO E AND  
DURAN ANNETTE D  
2792 W 66TH PL  
DENVER CO 80221-2218

GARCIA JEANIE MAE  
2660 FERN DR  
WESTMINSTER CO 80030-5649

DUZENACK CELINE T  
7031 BEACON WAY  
WESTMINSTER CO 80030-5630

GARCIA JUAN  
3120 W 71ST AVE  
WESTMINSTER CO 80030

EQUITY TRUST COMPANY  
2841 W 66TH PL  
DENVER CO 80221-2219

GARCIA MANUEL AND  
GARCIA MARGARITA  
990 HAZEL COURT  
DENVER CO 80204

FAIRBANKS LINDA M AND  
TRUJILLO RAYMOND G  
2760 W 66TH PLACE  
DENVER CO 80221

GARCIA MARTIN  
7021 BRYANT ST  
WESTMINSTER CO 80030

FLATS AT MIDTOWN LLC AND  
UVECTOR NORTH GATE LLC  
3595 S TELLER ST STE 301  
LAKEWOOD CO 80235-2029

GARDUNO JASON  
7071 BEACH ST  
WESTMINSTER CO 80030-5626

GARRY SEAN  
7010 CLAY ST  
WESTMINSTER CO 80030-5645

GONZALEZ PEDRO JAUREGUI AND  
GONZALEZ CAROLINA DE JAUREGUI  
7067 BEACON WAY  
WESTMINSTER CO 80030-5630

GARTZ KEVIN  
2740 W 66TH PL  
DENVER CO 80221

GOODWILL INDUSTRIES OF DENVER  
6850 FEDERAL BLVD  
DENVER CO 80221

GERBER DANA S AND  
GERBER TRISHA  
7011 ALLCOTT STREET  
WESTMINSTER CO 80030

GOODWIN CHRISTOPHER P  
6730 GREEN CT  
DENVER CO 80221-2632

GOFORTH CHERYL A  
7050 BEACH ST  
WESTMINSTER CO 80030-5627

GOSA JOSHUA M AND  
GOSA HOLLY E  
7061 CLAY STREET  
WESTMINSTER CO 80030

GOFORTH DANO ALLEN  
2698 FERN DR  
WESTMINSTER CO 80030-5649

GRAHAM EVELYN  
7001 ALCOTT ST  
WESTMINSTER CO 80030-5622

GONZALES FRANCINE M  
2680 W 66TH PL  
DENVER CO 80221

GRIMI LLC  
1523 JUBILEE TRL  
KERNERSVILLE NC 27284-7830

GONZALEZ CARLOS AND  
GUERRERO DIANA  
2693 W 65TH PL  
DENVER CO 80221-2201

GRISCKO APRIL D  
7111 CLAY ST  
WESTMINSTER CO 80030-5646

GONZALEZ JAVIER  
7061 CANOSA COURT  
WESTMINSTER CO 80030

GUTIERREZ EDUARDO AND MARIA ELSA  
7001 CLAY ST  
WESTMINSTER CO 80030-5644

GONZALEZ KELLY M  
6761 GREEN CT  
DENVER CO 80221-2631

HELMER JOHN M AND  
HELMER BARBARA R  
7051 BEACH ST  
WESTMINSTER CO 80030-5626

GONZALEZ OLIVIA FELIX  
7020 CLAY ST  
WESTMINSTER CO 80030-5645

HERRERA ISIDRO AND  
RODRIGUEZ ISAIAS PADILLA  
6790 GREEN CT  
DENVER CO 80221-2632

HILLEBRAND STEPHEN  
7031 CANOSA CT  
WESTMINSTER CO 80030-5638

JESTER MICHAEL LORIN  
6720 GREEN CT  
DENVER CO 80221-2632

HOUSING AUTHORITY OF THE COUNTY OF ADAMS  
7190 COLORADO BLVD 6TH FLOOR  
COMMERCE CITY CO 80022-1812

JJLC LLC  
7151 FEDERAL BLVD  
WESTMINSTER CO 80030-5510

HOWES CARLA M AND  
HOWES TROY D  
7091 CANOSA CT  
WESTMINSTER CO 80030-5638

JONES JEFFRERY  
6700 GREEN COURT  
DENVER CO 80221

IJAMES RICHARD L AND EDWINA L TRUSTEES  
OF IJAMES LIVING TRUST  
7021 BEACON WAY  
WESTMINSTER CO 80030

KEEL RICHARD B AND  
KEEL SHARON D  
7061 BEACON WAY  
WESTMINSTER CO 80030-5630

INSKEEP CHARLES C AND  
INSKEEP CLAUDETTE M  
2620 W 66TH PL  
DENVER CO 80221-2218

KELLOGG EDWIN AND  
KELLOGG DIANE  
6961 CLAY ST  
WESTMINSTER CO 80030-5642

INSY KHAMNOUJANE  
6991 CLAY STREET  
WESTMINSTER CO 80030

KELLOGG EUGENE D  
2700 W 66TH PLACE  
DENVER CO 80221

JAIME EDI S AND  
JAIME SANDRA V  
1146 S KENDALL CT  
LAKEWOOD CO 80232-5751

KHANTHAVONG KHONG AND  
PHACHITH SOMTHAI  
6971 CLAY ST  
WESTMINSTER CO 80030-5642

JAMSAY RAYMOND JR AND  
JAMSAY JUDITH A  
7031 CLAY ST  
WESTMINSTER CO 80030-5644

KOLB RONALD F AND KOLB DIANE H AND  
KOLB AARON M  
7071 BEACON WAY  
WESTMINSTER CO 80030-5630

JARAMILLO LUCIO AND  
JARAMILLO ELOISA M  
7091 CLAY ST  
WESTMINSTER CO 80030-5644

KRUPP, GLASSMAN AND GLASSMAN  
C/O KEN JACKSON AND ASSOCIATES  
425 S CHERRY ST SUITE 500  
DENVER CO 80246

JDRE HOLDINGS LLC  
6935 FEDERAL BLVD  
DENVER CO 80221-2629

KUNUGI JANE S  
7050 CLAY ST  
WESTMINSTER CO 80030-5645

LA CRUE GLORIA J  
6780 GREEN CT  
DENVER CO 80221-2632

LUIS ROSA  
9230 IRVING ST  
WESTMINSTER CO 80031-2729

LARIOS ROGELIO ROSALES  
6789 GREEN CT  
DENVER CO 80221-2631

MAESTAS SANDRA  
PO BOX 2  
DUPONT CO 80024

LARSON RICHARD JOSEPH AND  
NELSON CONSTANCE MARIE  
7050 CANOSA CT  
WESTMINSTER CO 80030-5639

MAILLOUX JACQUES  
2830 W 67TH PLACE  
DENVER CO 80221

LAZCANO ADOLFO AND  
LAZCANO GLORIA  
7010 BEACON WAY  
WESTMINSTER CO 80030-5631

MAKUH BEN TAYLOR AND  
MAKUH KYLIE RAE  
7040 CLAY ST  
WESTMINSTER CO 80030-5645

LITTLE EARL J AND  
WARLING PATRICIA  
7030 BRYANT WAY  
WESTMINSTER CO 80030-5637

MARQUEZ DANIEL L AND  
MARQUEZ SUZANNA M  
2641 W 65TH PL  
DENVER CO 80221-2201

LIVINGSTON SHIRLEY JUNE  
7060 BEACON WAY  
WESTMINSTER CO 80030-5631

MARQUEZ JAMES VICTOR AND  
MARQUEZ LISA K  
2661 W 66TH PL  
DENVER CO 80221

LOERA DE GURROLA MARIA /LOERA MANUEL AND  
GURROLA TOCA JOSE MANUEL  
2630 FERN DR  
WESTMINSTER CO 80030-5649

MARTINEZ ANTHONY AND  
MARTINEZ TINA R  
7051 CLAY ST  
WESTMINSTER CO 80030-5644

LOPEZ JOSEPH AND LOPEZ TOBIAS D AND  
LOPEZ SERBULA M  
2710 W 66TH PL  
DENVER CO 80221-2218

MARTINEZ DAMARIS  
3613 S FLANDERS ST  
AURORA CO 80013-3949

LOPEZ SERBULA M AND  
LOPEZ TOBIAS DAVID  
2710 W 66TH PL  
DENVER CO 80221-2218

MARTINEZ PHILLIP  
2850 W 66TH PL  
DENVER CO 80221-2220

LUCERO LORRAINE  
7071 CLAY ST  
WESTMINSTER CO 80030-5644

MARTINEZ TRINIDAD B  
6950 CLAY ST  
WESTMINSTER CO 80030-5643



MATA JOSE  
2816 W 66TH PL  
DENVER CO 80221-2220

NEW DIRECTION IRA VANNA ROBBINS IRA  
1070 W CENTURY DR APT 101  
LOUISVILLE CO 80027

MATLACK ANTHONY W  
6660 DECATUR  
DENVER CO 80221

NEYENS EUGENE M  
2570 W 66TH PL  
DENVER CO 80221-2214

MAXEY STEVEN D AND  
KAISER JULIE M  
7874 S JOHNSON CT  
LITTLETON CO 80127

NGC DEVELOPMENT LLC  
2404 N RIO GRANDE AVE  
ORLANDO FL 32804-4828

MC MANAMAN JERRY LEE AND  
MC MANAMAN SHIRLEY ANN  
7090 CLAY ST  
WESTMINSTER CO 80030-5645

NGUYEN CHUAN VAN  
7031 BEACH ST  
WESTMINSTER CO 80030-5626

MEJIA ESTANISLAO PERIERA AND  
VALENCIANA NORA ELVIA RAMOS  
630 S DAYTON ST STE 7-301  
DENVER CO 80247

NORTHGATE FEDERAL LP  
2404 N RIO GRANDE AVE  
ORLANDO FL 32814

MONTOYA TROY E  
6665 DECATUR ST  
DENVER CO 80221-2227

OLIVAS DENNIS L  
7060 AVRUM DRIVE  
DENVER CO 80221

MORENO ROLANDO  
6685 DECATUR STREET  
DENVER CO 80221

OLIVAS GREGORY K  
2885 W 65TH PL UNIT A  
DENVER CO 80221-2244

MORTENSEN ROY LYNN AND  
MORTENSEN LOUETTA S  
7081 CANOSA CT  
WESTMINSTER CO 80030-5638

PADILLA AZALIA  
6981 CLAY ST  
WESTMINSTER CO 80030-5642

MOWINSKI DAN AND  
LIKENS KIMBERLY  
2581 W 66TH PL  
DENVER CO 80221-2213

PEREZ JOE F AND  
AGUIRRE ADRIANA L  
7010 CANOSA COURT  
WESTMINSTER CO 80030

MULLBERRY PROPERTIES LLC  
8781 SHERIDAN BLVD NO 125  
ARVADA CO 80003-1440

PERITO GERALD CLYDE JR TRUST  
C/O TERLIYN R ASBERY  
3061 W 92ND AVE UNIT 8F  
WESTMINSTER CO 80031

PETERSON DENNIS G  
2853 W 67TH PL  
DENVER CO 80221-2225

RHINER GERALD D  
6981 FEDERAL BLVD  
DENVER CO 80221

PETRALIA GEORGE  
5380 FEDERAL BLVD  
DENVER CO 80221-1143

RIOS-ORTEGA GERZAIN  
7011 BRYANT WAY  
WESTMINSTER CO 80030-5636

PHILLIPS TERESA MICHELLE  
7080 BRYANT WAY  
WESTMINSTER CO 80030-5637

ROBINSON JAMES E AND  
ROBINSON SHARON A  
8225 W 67TH PL  
ARVADA CO 80004-3386

PHONTAVEE BOUNCHANH C  
7070 BRYANT WAY  
WESTMINSTER CO 80030-5637

RODARTE CARMEN SILVA AND  
RODARTE PEDRO  
1447 W 101ST PL  
NORTHGLENN CO 80260-6229

PRESIDENTIAL CAPITAL CORPORATION  
C/O ROBERT W COYLE  
18199 E 160TH AVE  
BRIGHTON CO 80601

ROJO LINDA LOU  
2550 W 66TH PL  
DENVER CO 80221-2214

PURNELL JOSEPH AND  
CLOUD ERIC  
7071 BRYANT WAY  
WESTMINSTER CO 80030-5636

RSM INVESTMENT CO LLC  
1770 E 69TH AVE  
DENVER CO 80229

RAGSDALE DORIS FAMILY TRUST THE  
8610 W 32ND PL  
WHEAT RIDGE CO 80033-5941

SALVATION ARMY THE  
PO BOX 2369  
DENVER CO 80201

RAIGOSA DANIEL SR AND  
RAIGOSA OLIVIA  
2705 W 65TH PLACE  
DENVER CO 80221

SAMORA NAOMI R  
2580 FERN DR  
WESTMINSTER CO 80030-5648

RAMI INC  
PO BOX 281267  
LAKEWOOD CO 80228-8267

SANDOVAL CLAUDIO VELASCO  
1585 S TEJON STREET  
DENVER CO 80233

RAP WEST LLC  
C/O RAPPAPORT REAL ESTATE  
591 STEWART AVE STE 100  
GARDEN CITY NY 11530-4702

SANDOVAL DARLENE D  
7021 CANOSA CT  
WESTMINSTER CO 80030-5638

SANDOVAL DEIDRA AND  
TORREZ GABRIEL  
21543 E 43RD AVE  
DENVER CO 80249-7276

STEHLE BRANDON W  
6791 GREEN CT  
DENVER CO 80221-2631

SANTELLA DONNA LYNN  
2681 W 66TH PL  
DENVER CO 80221-2217

STONEBOX 71 LLLP  
5340 WATERSTONE DR  
BOULDER CO 80301-6503

SCHMIDT RYAN  
7030 CLAY ST  
WESTMINSTER CO 80030-5645

STRONG CAPITAL V LP  
5910 NORTH CENTRAL EXPRESSWAY SUITE 1580  
DALLAS TX 75206

SCHNUR VICTOR M  
7040 BRYANT WAY  
WESTMINSTER CO 80030-5637

TOLZMANN JUSTIN  
7011 BEACH ST  
WESTMINSTER CO 80030-5626

SCHREITER THOMAS  
7060 CLAY ST  
WESTMINSTER CO 80030-5645

TRAN DUC VAN AND  
TRAN NHU THI  
6260 W 98TH DR  
WESTMINSTER CO 80021

SIMMONS MARY E  
7020 BEACH ST  
WESTMINSTER CO 80030-5627

TUROWSKI MARK A  
7000 BRYANT WAY  
WESTMINSTER CO 80030

SMITH WALTER W  
7041 BEACON WAY  
WESTMINSTER CO 80030-5630

TWO FUSES LLC  
347 FOREST ST  
DENVER CO 80220-5752

SOTO JESUS E AND  
SOTO LETICIA A  
19549 E 40TH PL  
DENVER CO 80249-7171

U-STORE-IT LP  
PTA USI NO. 769  
PO BOX 320099  
ALEXANDRIA VA 22320

SQUARE PLUMB AND TRUE  
5515 E 36TH AVE  
DENVER CO 80207-1203

VALDEZ ADELLA/TIMOTHY/FRANCES/JOAN AND  
VALDEZ DANIEL/KATHERINE  
7160 BERTHOUD ST  
WESTMINSTER CO 80030-5633

STAMPFL FRANZ AND  
STAMPFL IRMA  
7041 BRYANT WAY  
WESTMINSTER CO 80030-5636

VALLERO THOMAS J AND  
KENTNER ELIZABETH V  
2610 FERN DRIVE  
WESTMINSTER CO 80030

VALVERDE TRICIANN  
7081 CLAY ST  
WESTMINSTER CO 80030-5644

VON FELDT BRUCE J  
7040 BEACH ST  
WESTMINSTER CO 80030

VAN DUSEN NICHOLAS A  
7011 CANOSA CT  
WESTMINSTER CO 80030-5638

WANCZYK ROSEMARIE J  
7051 BRYANT WAY  
WESTMINSTER CO 80030-5636

VAZQUEZ JESUS AND  
RODRIGUEZ JOSE  
7041 BEACH ST  
WESTMINSTER CO 80030

WELLS CHARLES J AND  
WELLS SHARON L  
2580 W 66TH PL  
DENVER CO 80221-2214

VENEGAS ODILON AND  
VENEGAS MARIA ISABEL GANDARA  
7041 CLAY ST  
WESTMINSTER CO 80030-5644

WELLS CHARLES J AND  
WELLS SHARON  
2580 W 66TH PL  
DENVER CO 80221-2214

VERHEY JOAN KAY/VERHEY NICKOLAS  
BLAIR AND VERHEY WADE MERLIN  
7851 IRVING ST  
WESTMINSTER CO 80030-4230

WELLS CHARLES J JR AND  
WELLS SHARON  
2580 W 66TH PLACE  
DENVER CO 80221

VERHEY RICHARD J AND  
VERHEY JANETTE M  
116 KRAMERIA ST  
DENVER CO 80220-5929

WEST ROGER A  
7081 BEACON WAY  
WESTMINSTER CO 80030-5630

VERHEY RICHARD J/JANETTE M/RICHARD J  
VERHEY JANETTE M  
116 KRAMERIA ST  
DENVER CO 80220-5929

WESTKAMP RONALD F  
7001 BRYANT WAY  
WESTMINSTER CO 80030-5636

VIGIL DON A  
7050 BEACON WAY  
WESTMINSTER CO 80030-5631

WHITE MICHAEL AND  
MCELHINNEY SARAH  
7060 BRYANT WAY  
WESTMINSTER CO 80030

VIGIL ODELIA  
2650 W 66TH PL  
DENVER CO 80221-2218

WHITMAN SHAWN A  
7071 CANOSA CT  
WESTMINSTER CO 80030-5638

VILLA FRANK  
6951 CLAY ST  
WESTMINSTER CO 80030-5642

YANG CHEE AND  
YANG PAZUA  
7051 BEACON WAY  
WESTMINSTER CO 80030-5630

YANG SIAGE AND YANG BLIA  
2620 FERN DR  
WESTMINSTER CO 80030-5649

# Pomponio PDP Amendment PUD2017-00002

February 27, 2018

Board of County Commissioners

Community and Economic Development

Case Manager: Emily Collins



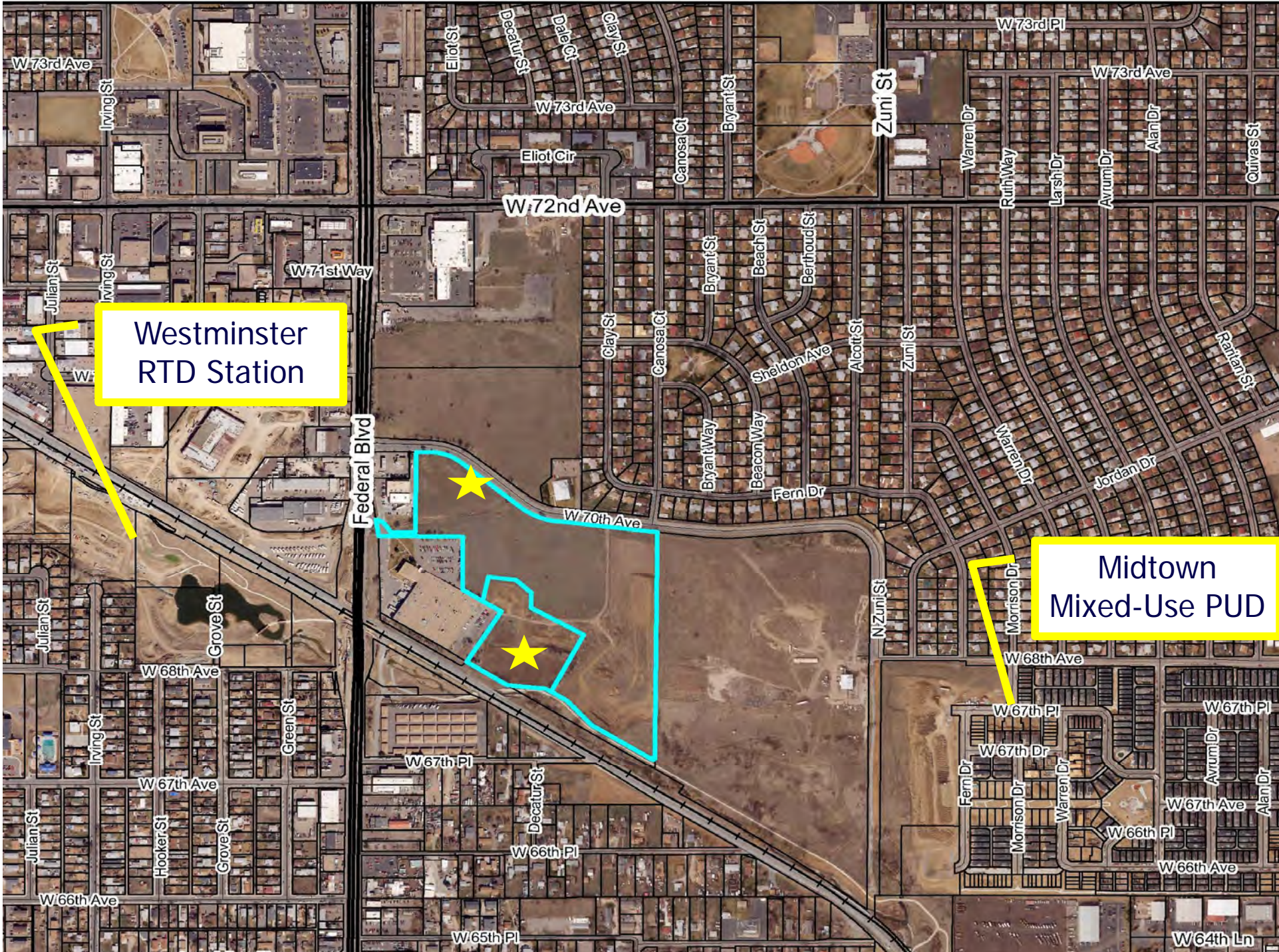
# Background

- Pomponio PUD
  - Approved February 2015
  - 248 single-family dwellings
  - Associated parks and open space
- Metropolitan District
  - Approved April 2016
  - Construction and maintenance of public improvements
  - Landscape, parks/open space, drainage, private alleys
- Filing 1 and 2 FDP
  - Approved December 2016
  - 126 single-family lots

# Request

- Amendment to the PDP to allow attached single-family dwellings (townhomes)
  - Maximum 122 units on approximately 6 acres





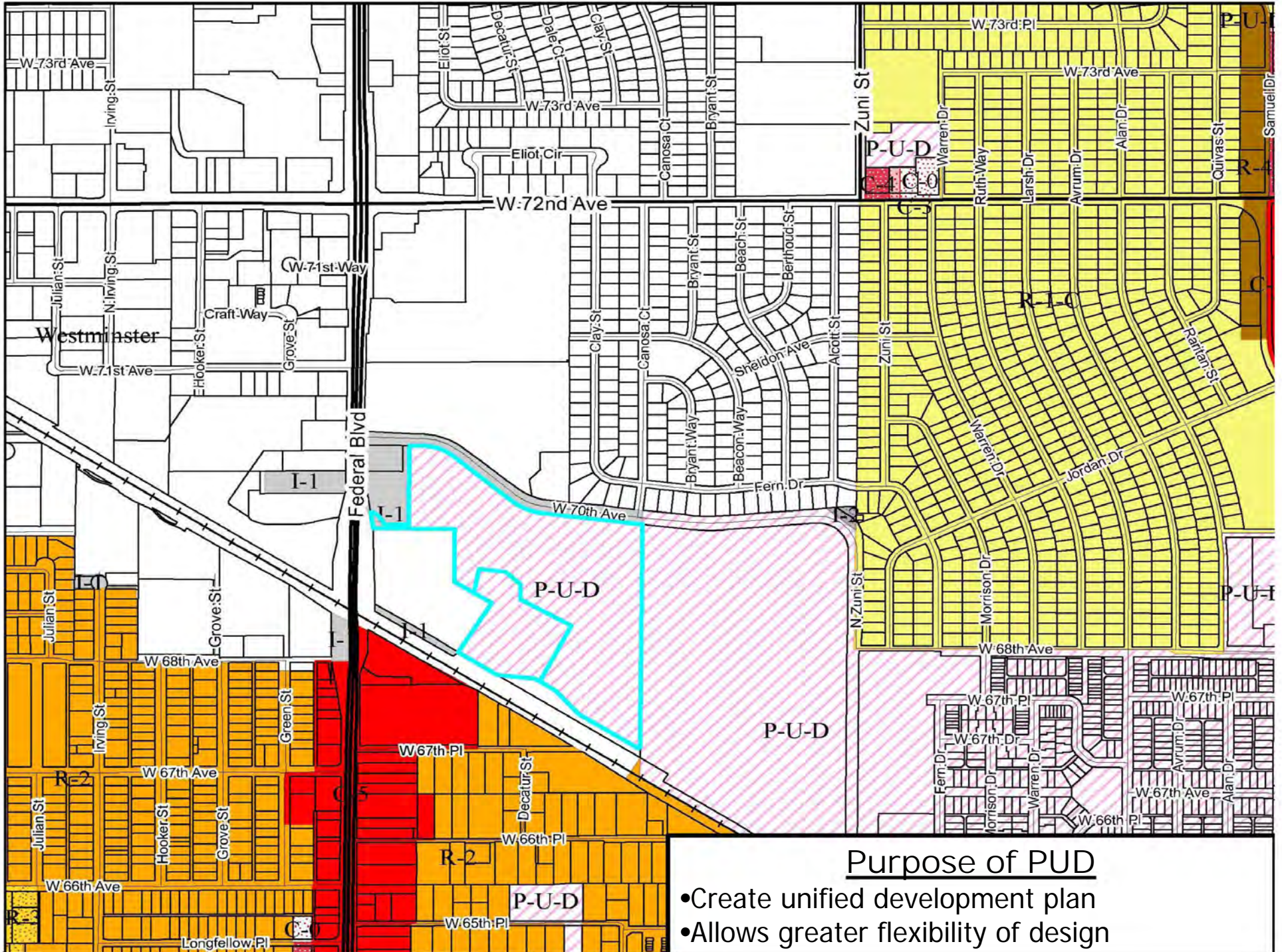
Westminster  
RTD Station

Midtown  
Mixed-Use PUD





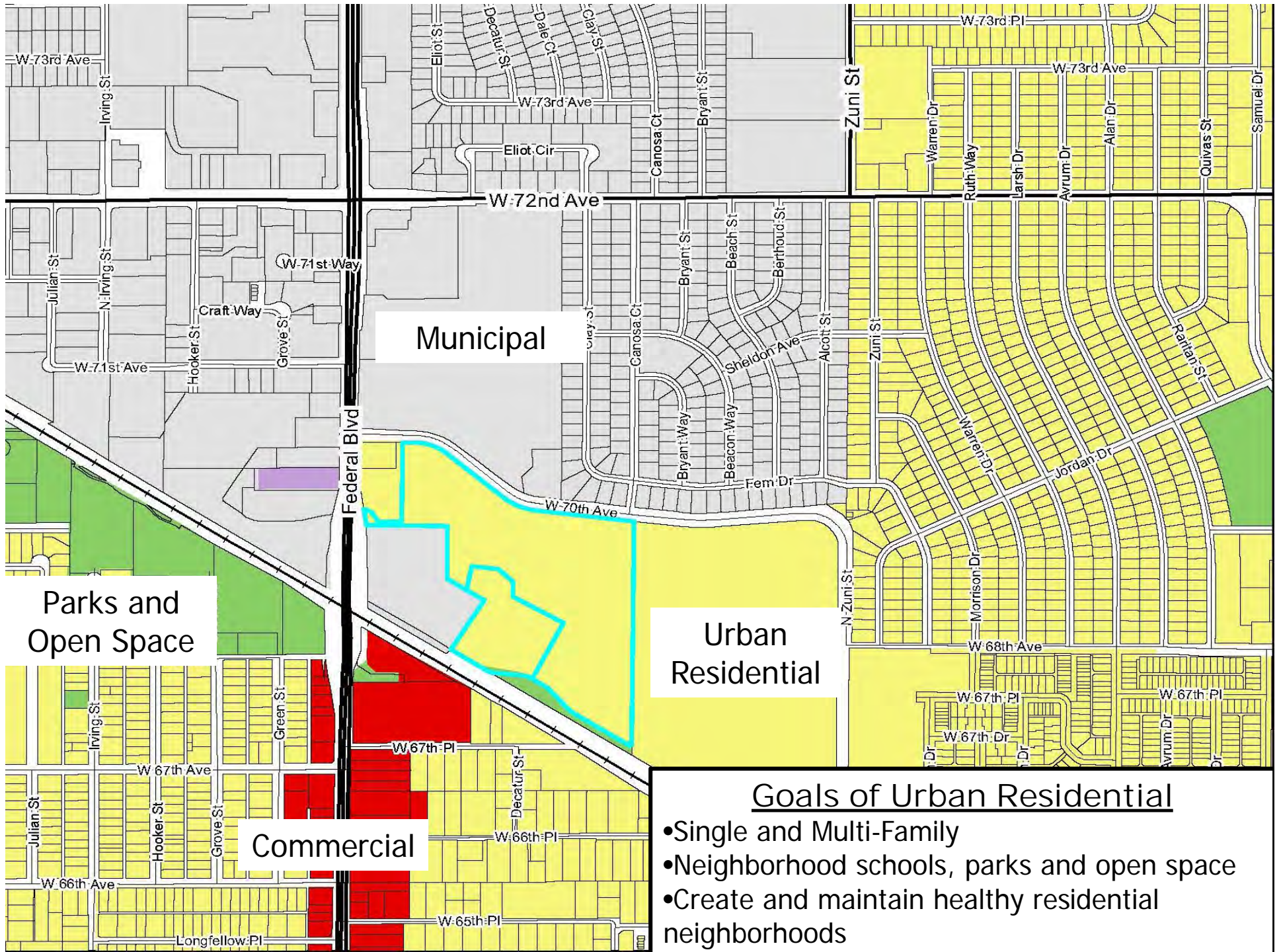




### Purpose of PUD

- Create unified development plan
- Allows greater flexibility of design



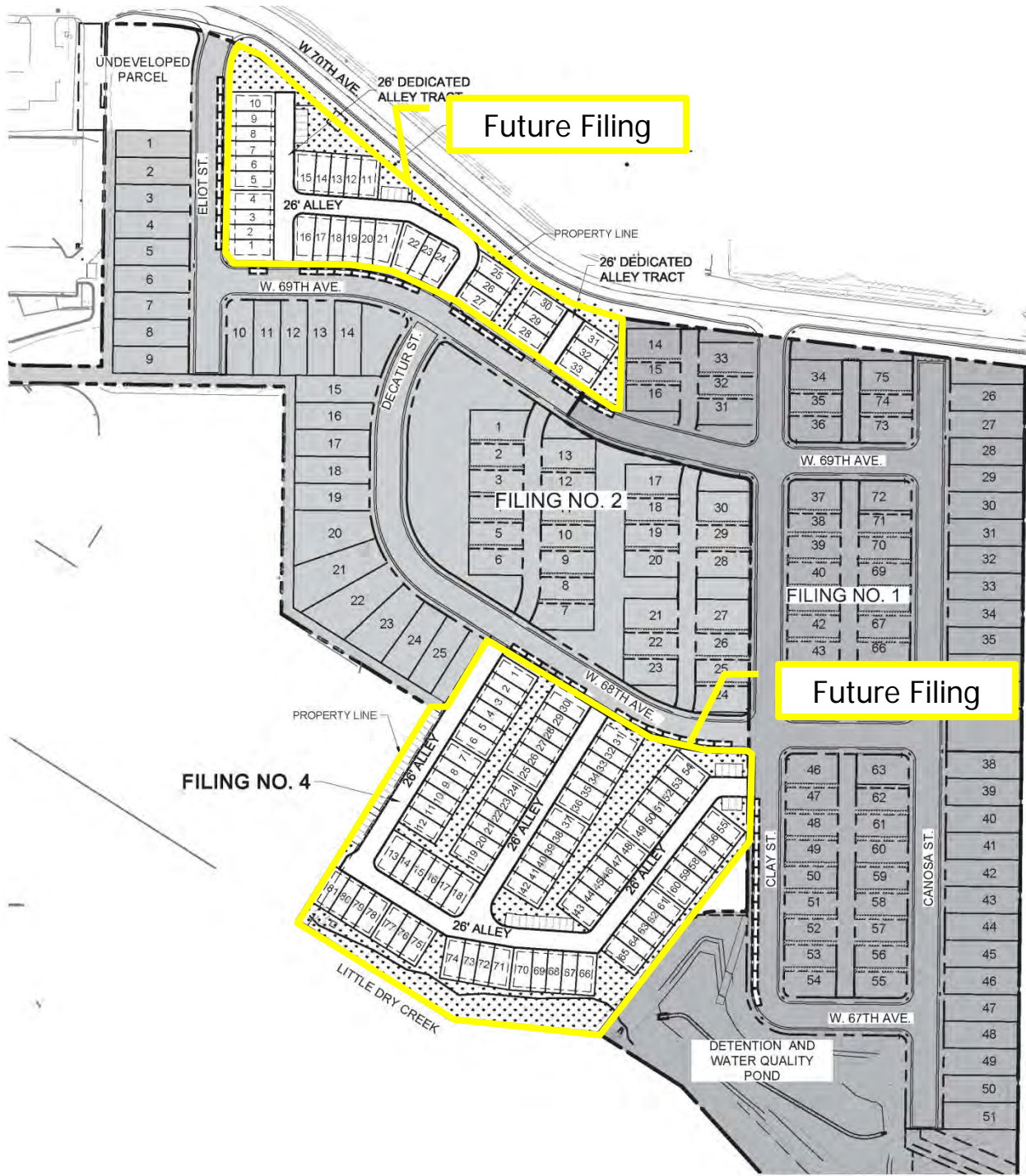


# Preliminary Development Plan

Section 2-02-10-03-01

- First of two approvals to establish PUD district.
  - Proposed land uses and general layout
  - Vested rights, no construction
- Amendments, Section 2-01-10-02:
  - Allow updates as development progresses
  - Determined as major amendment
  - Review and approval through PC and BOCC
- Criteria for Approval:
  - Consistent with standards and regulations
  - Compatible with existing land use
  - Conform to Comprehensive Plans



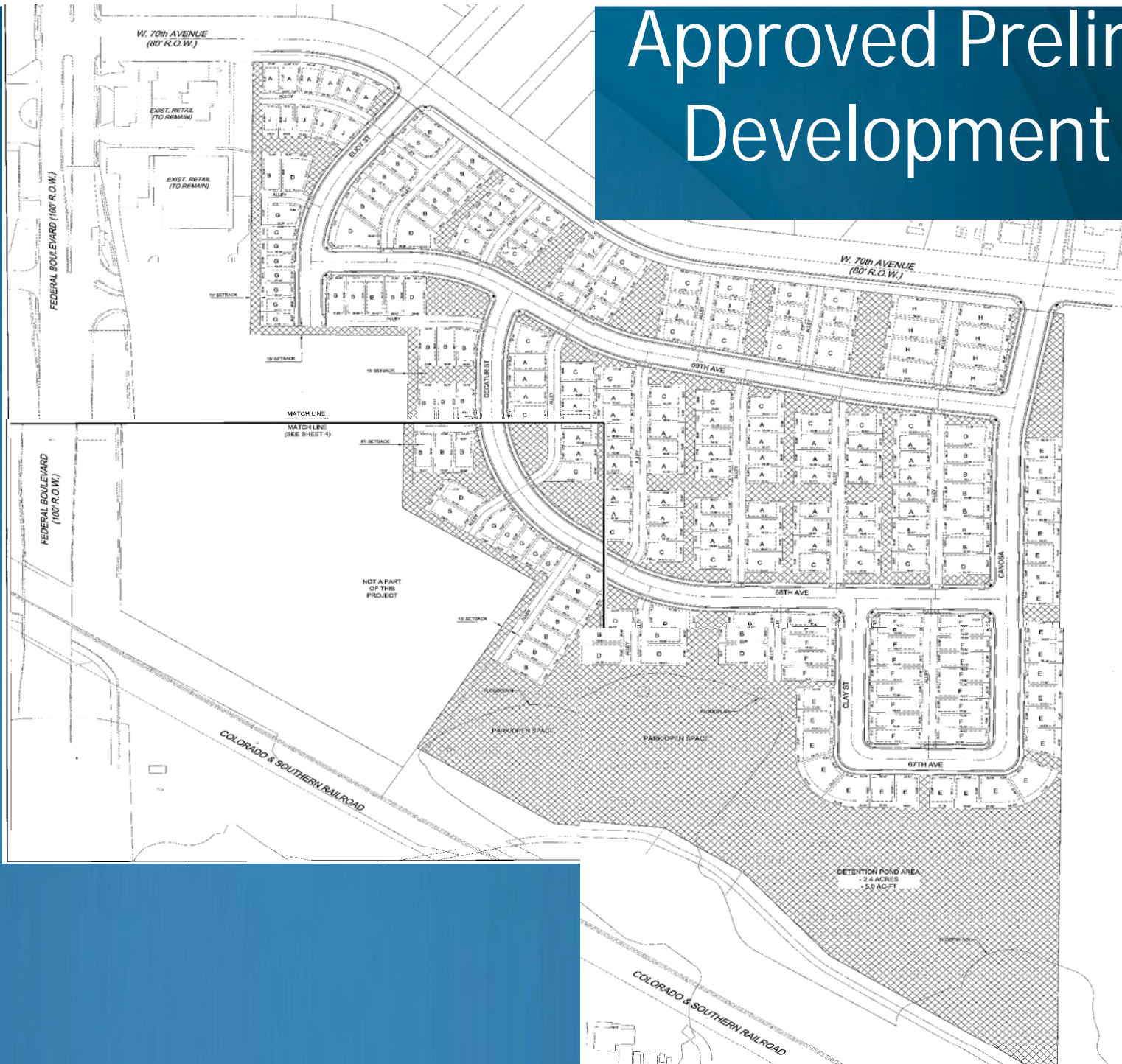


LOT TYPE	QUANTITY
Future Filing	33
Future Filing	81
<b>TOTAL</b>	<b>114</b>

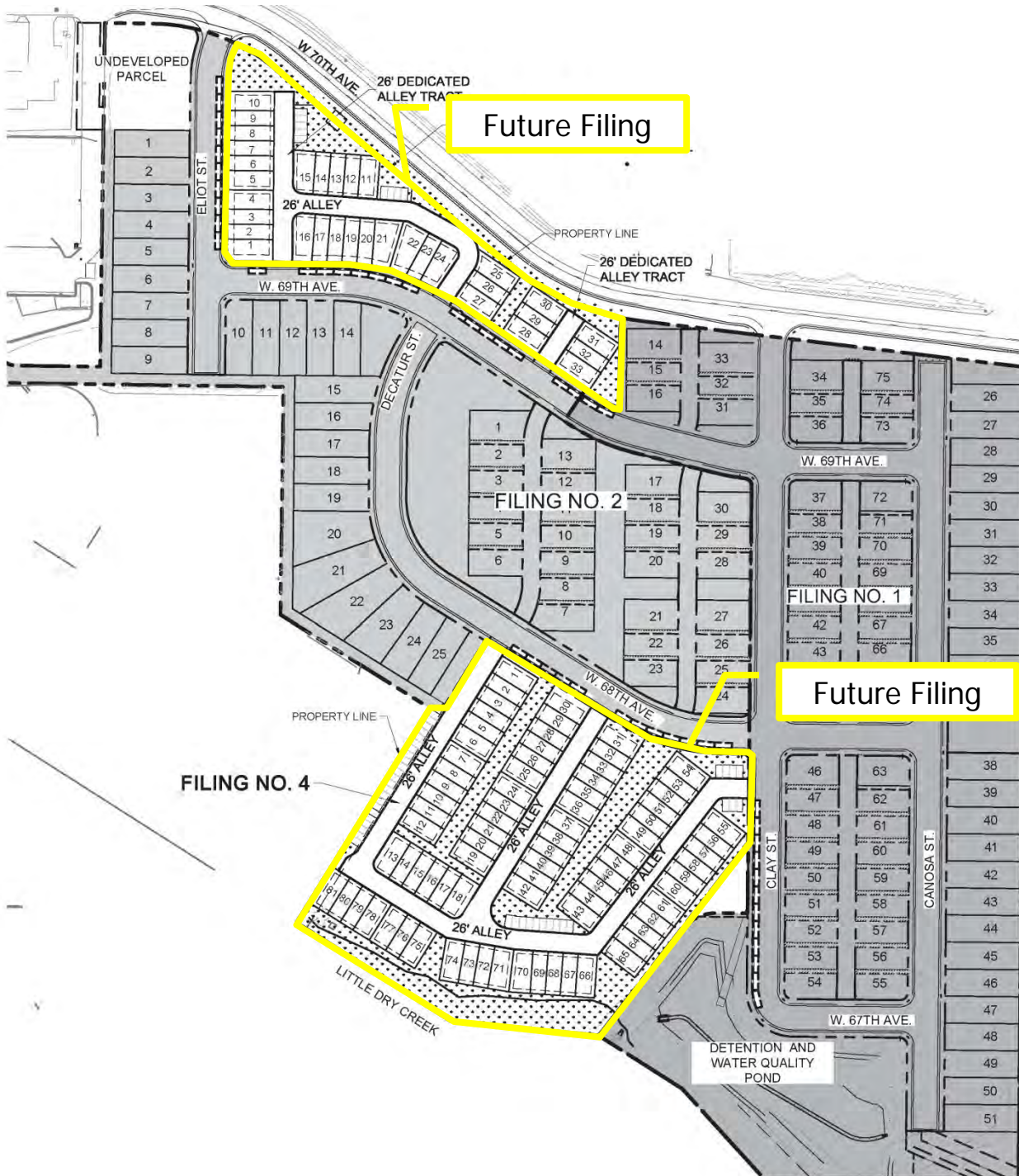
EXISTING FILINGS NO. 1 & 2



# Approved Preliminary Development Plan







LOT TYPE	QUANTITY
Future Filing	33
Future Filing	81
TOTAL	114

EXISTING FILINGS NO. 1 & 2

- Changes in lot sizes
- Road/alley layout
- Open space locations



# Preliminary Development Plan

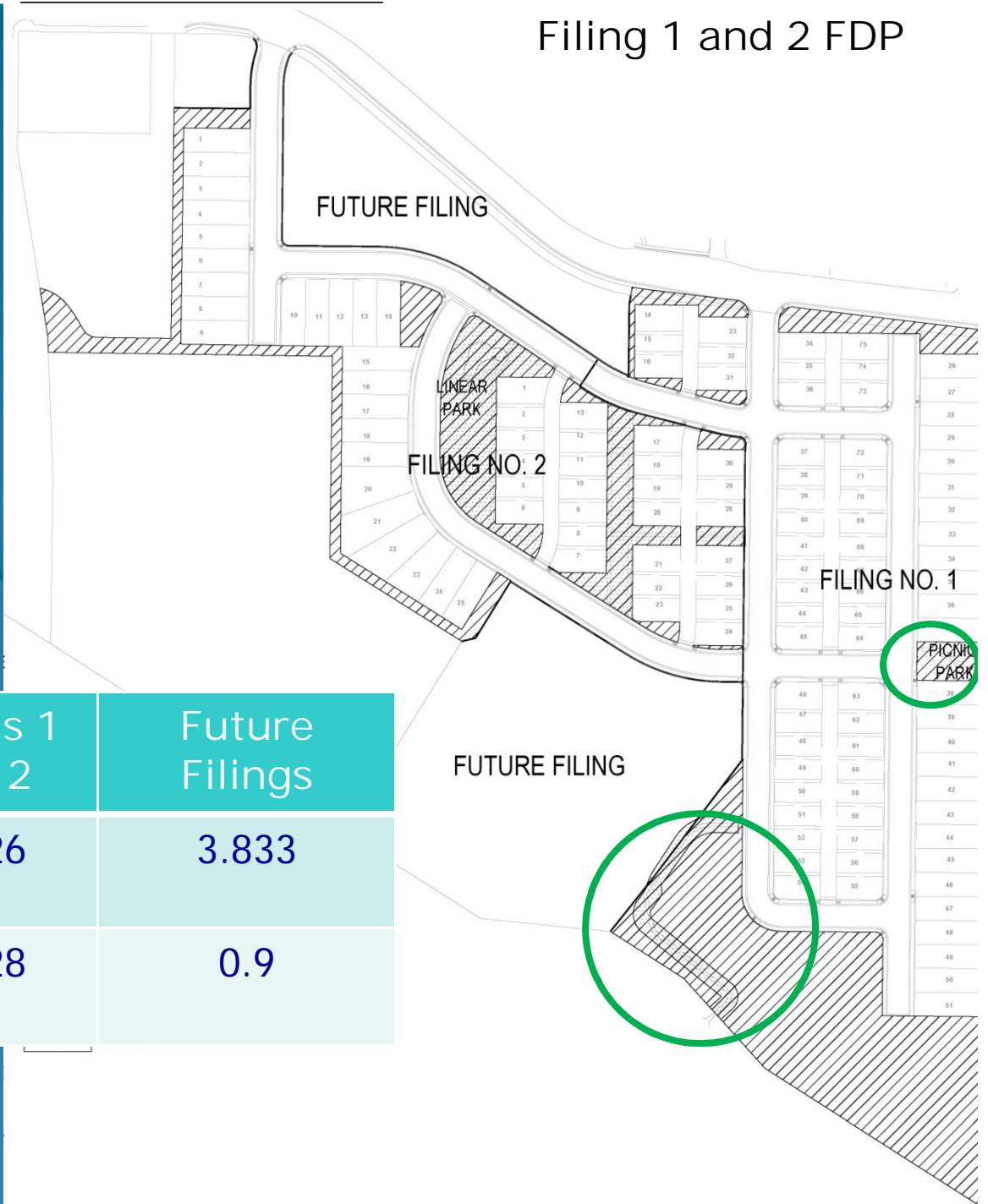
	Approved PDP	1 <sup>st</sup> Amendment
Maximum Units	248	248
Maximum Height	40 ft	41 ft
Minimum Setbacks	Front-loaded: 10' Rear-loaded:5'	Rear-loaded: 5'
Lot Size Range	2,100-6,196 sf	1,080-1,384 sf
Minimum Parking	721	1,014
Open Space	35%	35%

# Preliminary Development Plan



# Open Space

## Filing 1 and 2 FDP

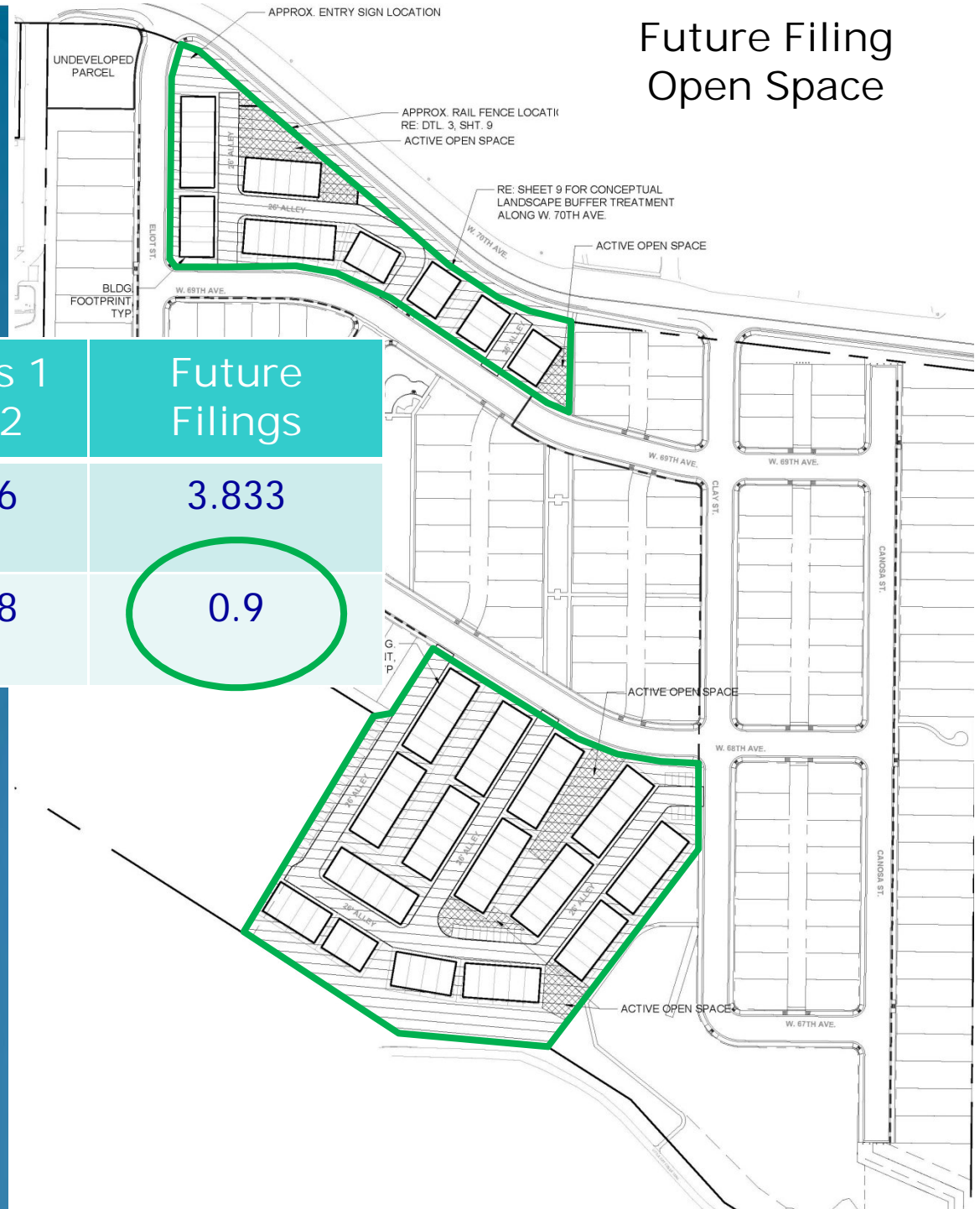


	Required	Filings 1 and 2	Future Filings
Open Space	9.33	11.26	3.833
Active Recreation	2.33	1.428	0.9



# Open Space

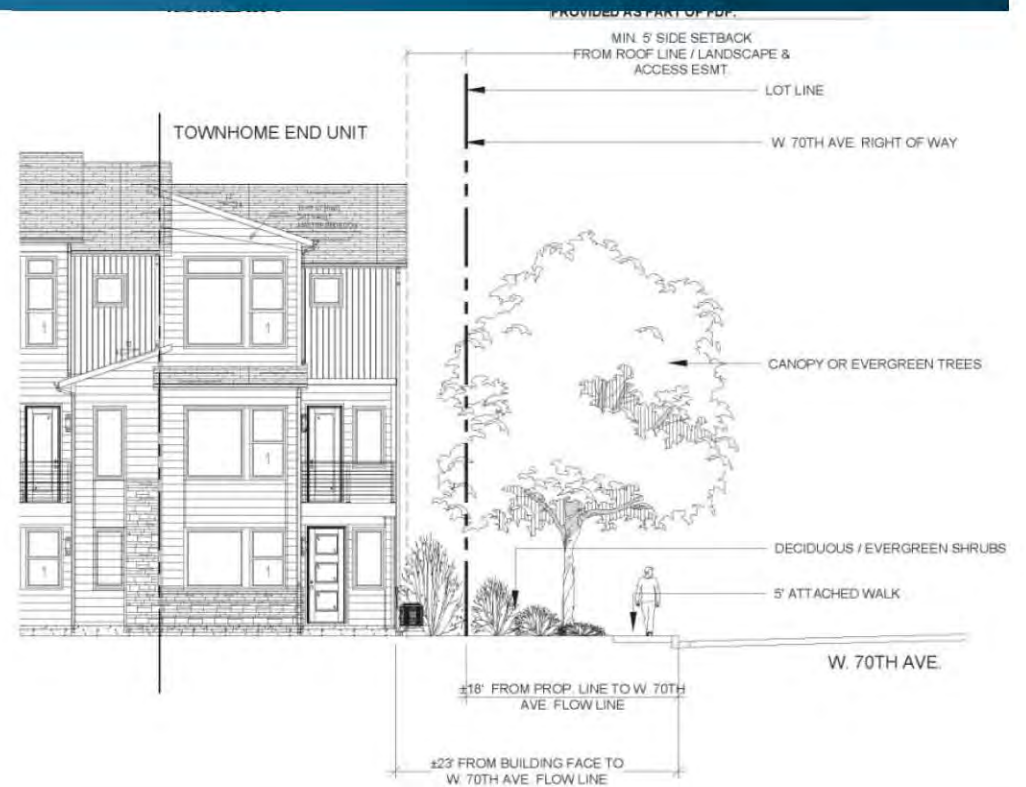
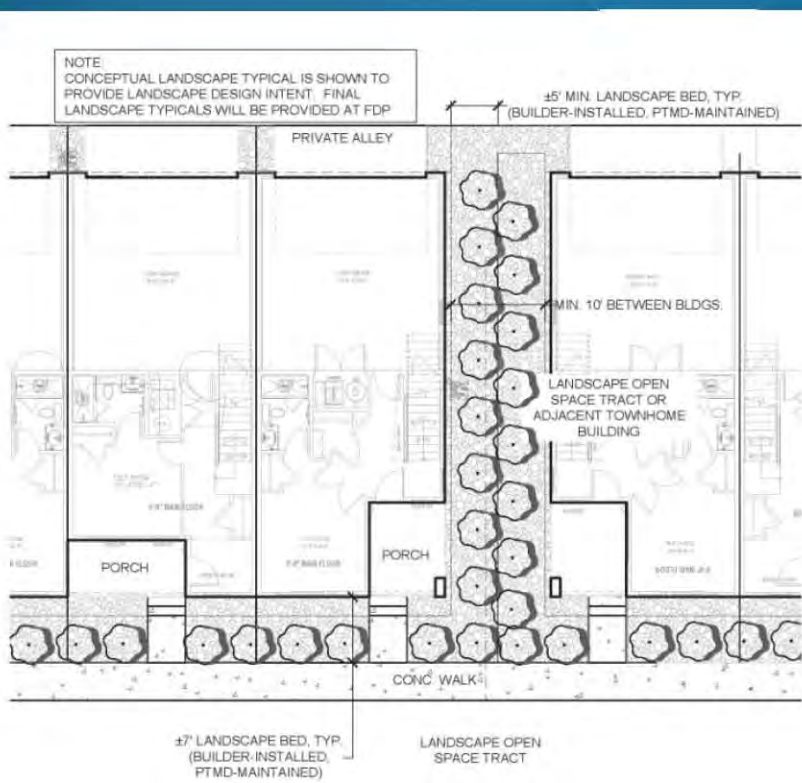
## Future Filing Open Space



	Required	Filings 1 and 2	Future Filings
Open Space	9.33	11.26	3.833
Active Recreation	2.33	1.428	0.9



# Preliminary Development Plan



# Referral Comments

- No concerns:
  - City of Westminster, Xcel, CDOT, Crestview Water and Sanitation
- Development Services:
  - No concerns
- Property Owners:

Notifications Sent	Comments Received
221	0

\*1,000 ft buffer

# PC UPDATE

- Considered on February 8, 2018:
  - Unanimous approval of the request
  - Supportive of revised PDP and variety of housing near transit
- Discussion:
  - Metro District support
  - Evaluate off-street parking in future FDPs
- Public Testimony
  - None



# Analysis

- PDP conforms to:
  - Development Standards and Regulations
  - Comprehensive Plan
  - Master Transportation Plan
  - Compatible with adjacent land uses
- PDP Amendment:
  - Provide a variety of housing options
  - Provide additional open space with future filings



# Recommendation

PC and Staff recommends **Approval** based on 7 Findings-of- Fact and 1 Condition.

1. An amended preliminary plat shall be submitted prior to or concurrent with any application for a final development plan and final plat for those areas in the PUD without approved final development plan and plat.