

Board of County Commissioners

Eva J. Henry - District #1 Charles "Chaz" Tedesco - District #2 Emma Pinter - 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 July 21, 2020 9:30 AM

Watch the virutal meeting through our You Tube Channel http://www.adcogov.org/events/bocc-public-hearing-9

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT

A. Citizen Communication

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction or request to speak at the meeting through our eComment system at https://adcogov.legistar.com/Calendar.aspx

Residents are encouraged to submit comments, prior to the meeting, through written comment using eComment; eComment is integrated with the published meeting agenda and individuals may review the agenda item details and indicate their position on each item. A request to speak at the meeting may also be submitted using the eComment feature. You will be prompted to set up a user profile to allow you to comment, which will become part of the official public record. The eComment period opens when the agenda is published and closes at 4:30 p.m. the Monday prior to the noticed meeting.

- **B. Elected Officials' Communication**
- 6. CONSENT CALENDAR

Α.	List of Expenditures Under the Dates of June 22-26, 2020
В.	Minutes of the Commissioners' Proceedings from July 14, 2020
С.	Resolution Approving Land Lease Agreement between Adams County and Lucien Frank Company (File approved by ELT)
D.	Resolution Approving Land Lease Agreement between Adams County and Lucien Frank Company (File approved by ELT)
Е.	Resolution Approving the Adams County Head Start Year One of Five Continuation Grant Application for 2020-2021 (File approved by ELT)
F.	Resolution Approving Right-of-Way Agreement between Adams County and Cecilio Avalos and Josefina Fernandez for Property Necessary for the 2019 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
G.	Resolution Approving the County Incentive Contract Amendment No. 6 between Adams County and the State of Colorado through the Colorado Department of Health Care Policy and Financing (HCPF) (File approved by ELT)
H.	Resolution Authorizing Assignment to the Colorado Housing and Finance Authority of a Private Activity Bond Allocation of Adams County Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act (File approved by ELT)
I.	Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and South Adams County Fire Protection District (File approved by ELT)
J.	Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and Brighton Fire Rescue District (File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

1.	Resolution Approving Amendment One to the Agreement between
	Adams County and American Logistics Company to Provide
	Transportation Services
	(File approved by ELT)

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

1.	PRC2019-00007 Unison Housing at 7401 Broadway Final Development Plan, Final Plat, and Subdivision Improvement Agreement (File approved by ELT)
2.	PRC2019-00019 Berkley Shores Final Development Plan, Final Plat, Waiver, and Subdivision Improvements Agreement (File approved by ELT)

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

From: noreply@granicusideas.com
Sent: Monday, July 20, 2020 12:28 PM
To: Erica Hannah
Subject: New eComment for Board of County Commissioners on 2020-07-21 9:30 AM

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

New eComment for Board of County Commissioners on 2020-07-21 9:30 AM David Metish submitted a new eComment. Meeting: Board of County Commissioners on 2020-07-21 9:30 AM Item: I. 20-567 Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and South Adams County Fire Protection District (File approved by ELT) eComment: Thank you for considering 1st responders & Special Districts Fire Departments in receiving CARES act reimbursement. With Tabor and Gallagher amendments having a devastating financial impacts on special districts budgets and the adjustments from the residential assessment rate, It is challenging for Fire Districts to maintain response levels from the financial hardships from COVID-19. Your CARES act contribution will make an immediate impact on your 1st responders. Respectfully, David Metish View and Analyze eComments

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From: noreply@granicusideas.com
Sent: Monday, July 20, 2020 11:54 AM
To: Erica Hannah
Subject: New eComment for Board of County Commissioners on 2020-07-21 9:30 AM

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

New eComment for Board of County Commissioners on 2020-07-21 9:30 AM Grant Todack submitted a new eComment. Meeting: Board of County Commissioners on 2020-07-21 9:30 AM Item: I. 20-567 Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and South Adams County Fire Protection District (File approved by ELT) eComment: As a firefighter for South Adams County I was able to see the first hand effect of COVID and it's potential to greatly impact us as well as the citizens we protect. SACFD adopted an aggressive and proactive approach that will protect our citizens as COVID continues. View and Analyze eComments

This email was sent from https://granicusideas.com.

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From: noreply@granicusideas.com
Sent: Sunday, July 19, 2020 9:46 PM
To: Erica Hannah
Subject: New eComment for Board of County Commissioners on 2020-07-21 9:30 AM

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

New eComment for Board of County Commissioners on 2020-07-21 9:30 AM Augdon Greening submitted a new eComment. Meeting: Board of County Commissioners on 2020-07-21 9:30 AM Item: I. 20-567 Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and South Adams County Fire Protection District (File approved by ELT) eComment: As a resident of the South Adams County Fire Protection District I am in support of Resolution 20-567. South Adams adopted an early and aggressive approach to the health and safety of their members and our community. The District approved the use of proven methods to clean and maintain their Personal Protective Equipment to make sure the community would continue to be supported through the COVID-19 pandemic, regardless of how long it lasted. I feel safer knowing they will be there to help! View and Analyze eComments

This email was sent from https://granicusideas.com.

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Net Warrant by Fund Summary

Fund	
Description	Amount
General Fund	2,501,755.37
Capital Facilities Fund	11,653.22
Golf Course Enterprise Fund	38,425.28
Equipment Service Fund	63,471.59
Road & Bridge Fund	443,805.30
Insurance Fund	11,292.52
Open Space Sales Tax Fund	168,839.50
Community Dev Block Grant Fund	16,230.54
Head Start Fund	9,140.22
Comm Services Blk Grant Fund	10,195.19
Colorado Air & Space Port	24,382.32
FLATROCK Facility Fund	2,025.36
Sheriff Payables	5,623.00
	3,306,839.41
	Description General Fund Capital Facilities Fund Golf Course Enterprise Fund Equipment Service Fund Road & Bridge Fund Insurance Fund Open Space Sales Tax Fund Community Dev Block Grant Fund Head Start Fund Comm Services Blk Grant Fund Colorado Air & Space Port FLATROCK Facility Fund

1

General Fund

00750078

358482

HOLST AND BOETTCHER

County of Adams

19.00

Net Warrants by Fund Detail

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00006210	1032834	ASIAN ROUNDTABLE OF COLORADO	6/23/2020	2,500.00
00006211	37193	CINA & CINA FORENSIC CONSULTIN	6/23/2020	11,125.00
00006212	1032831	DENVER UNTED CHRISTIAN LIB EVN	6/23/2020	10,000.00
00006213	465183	PITNEY BOWES RESERVE ACCOUNT	6/23/2020	16,000.00
00006214	491215	WELLPATH LLC	6/23/2020	720,082.44
00006216	776355	ADAPT PHARMA INC	6/24/2020	900.00
00006217	1019665	BRIGHTON CITY OF	6/24/2020	1,063,744.33
00006218	378404	CARUSO JAMES LOUIS	6/24/2020	4,100.00
00006220	373974	DAWN B HOLMES INC	6/24/2020	5,075.00
00006224	93290	STOEFFLER REBECCA E	6/24/2020	1,080.00
00006226	465183	PITNEY BOWES RESERVE ACCOUNT	6/24/2020	50,499.70
00750021	72554	AAA PEST PROS	6/25/2020	1,835.00
00750025	91631	ADAMSON POLICE PRODUCTS	6/25/2020	1,406.19
00750028	383698	ALLIED UNIVERSAL SECURITY SERV	6/25/2020	386.28
00750030	77051	ALPINE CREDIT, INC	6/25/2020	19.00
00750033	714456	ALTA LANGUAGE SERVICES INC	6/25/2020	121.00
00750034	1038656	AZIZ RAWA	6/25/2020	19.00
00750036	40942	BI INCORPORATED	6/25/2020	14,865.48
00750040	28303	CENTURA HEALTH	6/25/2020	1,500.00
00750047	852482	CLEARWAY ENERGY GROUP LLC	6/25/2020	1,299.16
00750051	6331	COLO ASSESSORS ASSN	6/25/2020	10.00
00750053	65277	COLO DEPT OF TRANSPORTATION	6/25/2020	40.00
00750055	42255	COLO GEOLOGICAL SURVEY	6/25/2020	3,300.00
00750057	784968	COLT AND STEEL CORPORATION	6/25/2020	11,445.02
00750059	40658	CROWN EQUIPMENT CORP	6/25/2020	83.00
00750060	854423	Curtis Blue Line	6/25/2020	538.00
00750061	39771	DELL MARKETING LP	6/25/2020	97,842.40
00750062	1038684	DIMAS ALEJANDRO	6/25/2020	750.00
00750065	1005806	FEDERAL EASTERN INTERNATIONAL	6/25/2020	2,550.00
00750067	47723	FEDEX	6/25/2020	763.76
00750068	7262	FRONTIER FERTILIZER AND CHEMIC	6/25/2020	2,319.75
00750069	12689	GALLS LLC	6/25/2020	5,035.93
00750070	1038681	GARCIA MARICELA	6/25/2020	1,400.00
00750074	742456	GRAY QUARTER INC	6/25/2020	2,867.50
00750076	699829	HILL'S PET NUTRITION SALES INC	6/25/2020	1,565.50

6/25/2020

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Net Warrants by Fund Detail

1	General Fund						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00750080	418327	IC CHAMBERS LP	6/25/2020	6,992.00		
	00750082	937711	INDEPENDENT ROOFING SPECIALIST	6/25/2020	148,355.80		
	00750083	32276	INSIGHT PUBLIC SECTOR	6/25/2020	36,475.11		
	00750084	13565	INTERMOUNTAIN REA	6/25/2020	1,250.20		
	00750087	25736	JEFFERSON COUNTY	6/25/2020	24.00		
	00750089	77611	KD SERVICE GROUP	6/25/2020	3,548.75		
	00750093	36861	LEXIS NEXIS MATTHEW BENDER	6/25/2020	2,180.99		
	00750095	1038669	LYNCH GREG	6/25/2020	500.00		
	00750096	13591	MWI VETERINARY SUPPLY CO	6/25/2020	816.88		
	00750099	124449	NMS LABS	6/25/2020	19,808.50		
	00750101	110916	ORCHARD CHURCH	6/25/2020	4,000.00		
	00750102	1017692	OSTROM CAROL	6/25/2020	400.00		
	00750103	516994	PARK 12 HUNDRED OWNERS ASSOCIA	6/25/2020	17,437.00		
	00750105	100332	PERKINELMER GENETICS	6/25/2020	100.00		
	00750107	472626	SAFEWARE INC	6/25/2020	13,270.02		
	00750109	669061	SCL HEALTH	6/25/2020	163.00		
	00750110	255505	SHERMAN & HOWARD LLC	6/25/2020	5,206.25		
	00750111	13932	SOUTH ADAMS WATER & SANITATION	6/25/2020	831.67		
	00750113	51001	SOUTHLAND MEDICAL LLC	6/25/2020	2,538.66		
	00750114	599714	SUMMIT FOOD SERVICE LLC	6/25/2020	33,384.92		
	00750115	78871	SUN ENTERPRISES INC	6/25/2020	16,699.91		
	00750116	862222	THE ARTWORKS UNLIMITED LLC	6/25/2020	4,931.00		
	00750118	3595	THIMGAN & ASSOCIATES INC	6/25/2020	1,400.00		
	00750119	22538	THOMSON REUTERS - WEST	6/25/2020	390.60		
	00750123	1094	TRI COUNTY HEALTH DEPT	6/25/2020	4,170.00		
	00750124	122804	TRUE POINT LLC	6/25/2020	2,392.50		
	00750125	666214	TYGRETT DEBRA R	6/25/2020	192.00		
	00750126	117701	UNIPATH	6/25/2020	2,671.00		
	00750127	1007	UNITED POWER (UNION REA)	6/25/2020	1,935.70		
	00750128	1007	UNITED POWER (UNION REA)	6/25/2020	24,244.92		
	00750129	1007	UNITED POWER (UNION REA)	6/25/2020	70.84		
	00750130	1007	UNITED POWER (UNION REA)	6/25/2020	2,711.00		
	00750131	1007	UNITED POWER (UNION REA)	6/25/2020	24,788.00		
	00750132	1007	UNITED POWER (UNION REA)	6/25/2020	4,557.64		
	00750133	1007	UNITED POWER (UNION REA)	6/25/2020	808.33		
	00750134	1007	UNITED POWER (UNION REA)	6/25/2020	738.44		

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Net Warrants by Fund Detail

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1	General Fun	General Fund					
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00750135	1007	UNITED POWER (UNION REA)	6/25/2020	71.11		
	00750136	1007	UNITED POWER (UNION REA)	6/25/2020	28.42		
	00750137	1007	UNITED POWER (UNION REA)	6/25/2020	98.46		
	00750138	1007	UNITED POWER (UNION REA)	6/25/2020	4,581.93		
	00750139	1007	UNITED POWER (UNION REA)	6/25/2020	5,967.39		
	00750140	1007	UNITED POWER (UNION REA)	6/25/2020	566.66		
	00750141	1007	UNITED POWER (UNION REA)	6/25/2020	60.49		
	00750142	1007	UNITED POWER (UNION REA)	6/25/2020	7,188.92		
	00750143	1007	UNITED POWER (UNION REA)	6/25/2020	19,218.61		
	00750167	1038675	UNIVERSAL WINDOWS DIRECT	6/25/2020	375.00		
	00750170	28566	VERIZON WIRELESS	6/25/2020	440.11		
	00750171	28617	VERIZON WIRELESS	6/25/2020	1,988.54		
	00750173	1038658	VIEUX SUZETTE	6/25/2020	19.00		
	00750175	7162	WAGNER GEORGIA C	6/25/2020	27.00		
	00750177	1053	WAYNE'S ELECTRIC INC	6/25/2020	650.00		
	00750179	544338	WESTAR REAL PROPERTY SERVICES	6/25/2020	13,988.09		
	00750180	40340	WINDSTREAM COMMUNICATIONS	6/25/2020	1,223.24		
	00750181	338508	WRIGHTWAY INDUSTRIES INC	6/25/2020	911.56		
	00750182	13822	XCEL ENERGY	6/25/2020	3,778.99		
	00750183	13822	XCEL ENERGY	6/25/2020	835.18		
	00750184	13822	XCEL ENERGY	6/25/2020	176.06		
	00750185	13822	XCEL ENERGY	6/25/2020	425.41		
	00750186	13822	XCEL ENERGY	6/25/2020	260.58		
	00750199	1029844	ABEYTA JOSEPH AND ADRIA	6/26/2020	200.00		
	00750201	1029821	AMERICAN EXPRESS	6/26/2020	50.00		
	00750203	322973	ARMORED KNIGHTS INC	6/26/2020	1,362.40		
	00750204	1029822	BC SURF & SPORT	6/26/2020	800.00		
	00750206	46309	BELLCO	6/26/2020	100.00		
	00750207	1029879	BOCK SHANNON	6/26/2020	50.00		
	00750208	1029884	CORDOVA TOBIAS AND EVA	6/26/2020	166.98		
	00750209	1029825	ECO ATM LLC	6/26/2020	300.00		
	00750210	1029839	FIRST BANK	6/26/2020	1,880.00		
	00750211	1029840	GAME STOP	6/26/2020	81.74		
	00750212	1029823	HOCKMAN DAVE	6/26/2020	184.84		
	00750213	1029847	KING SOOPERS	6/26/2020	100.00		
	00750214	1029848	KING SOOPERS	6/26/2020	300.00		

Net Warrants by Fund Detail

1	General Fun	d			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00750215	1029849	LILAN LIESLIE	6/26/2020	125.00
	00750216	1029850	LIMON HOSPITALITY LLC	6/26/2020	50.00
	00750217	1029843	LITTLE JOHN	6/26/2020	50.00
	00750218	357044	MILE HIGH FLEA MARKET	6/26/2020	100.00
	00750219	1029851	NORDSTROM	6/26/2020	1,205.00
	00750220	1029853	OREILY AUTO PARTS	6/26/2020	478.60
	00750221	593447	PIN BUSINESS NETWORK	6/26/2020	2,925.00
	00750222	1029870	SANTIAGOS MEXICAN RESTURANT	6/26/2020	725.00
	00750223	1029883	THE LAW OFFICE OF MICHAEL IRA	6/26/2020	266.99
	00750224	1029885	US VENTURE	6/26/2020	300.00
				Fund Total	2,501,755.37

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Net Warrants by Fund Detail

4	Capital Facilities Fund						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00006221	979090	E CUBE INC	6/24/2020	3,248.92		
	00750202	991619	APCO GRAPHICS INC	6/26/2020	8,404.30		

11,653.22 **Fund Total**

Net Warrants by Fund Detail

		1191

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5	Golf Course	Golf Course Enterprise Fund					
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00006222	6177	PROFESSIONAL RECREATION MGMT I	6/24/2020	10,571.44		
	00006223	6177	PROFESSIONAL RECREATION MGMT I	6/24/2020	19,311.87		
	00750022	72554	AAA PEST PROS	6/25/2020	45.00		
	00750026	8579	AGFINITY INC	6/25/2020	756.00		
	00750031	12012	ALSCO AMERICAN INDUSTRIAL	6/25/2020	213.40		
	00750037	9822	BUCKEYE WELDING SUPPLY CO INC	6/25/2020	26.00		
	00750038	13206	C P S DISTRIBUTORS INC	6/25/2020	635.09		
	00750039	25288	CEM LAKE MGMT	6/25/2020	494.00		
	00750064	128225	DXP ENTERPRISES INC	6/25/2020	68.06		
	00750072	160270	GOLF & SPORT SOLUTIONS	6/25/2020	3,418.34		
	00750085	2202	INTERSTATE BATTERY OF ROCKIES	6/25/2020	163.85		
	00750090	11496	L L JOHNSON DIST	6/25/2020	2,076.18		
	00750097	41651	NAPA	6/25/2020	332.05		
	00750120	47140	TORO NSN	6/25/2020	233.00		
	00750178	7246	WELBY GARDENS COMPANY	6/25/2020	81.00		

Fund Total

38,425.28

Net Warrants by Fund Detail

6	Equipment S	ervice Fund			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00750092	494038	LARRY H MILLER FORD LAKEWOOD	6/25/2020	33,479.00
	00750108	16237	SAM HILL OIL INC	6/25/2020	27,350.10
	00750205	796846	BEARCOM	6/26/2020	2,642.49

Fund Total 63,471.59

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County of Adams

Net Warrants by Fund Detail

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13	Road & Brid	ge Fund			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00750027	9507	ALLIED RECYCLED AGGREGATES	6/25/2020	19,222.75
	00750032	12012	ALSCO AMERICAN INDUSTRIAL	6/25/2020	653.06
	00750035	49497	BFI TOWER ROAD LANDFILL	6/25/2020	7,800.20
	00750046	43659	CINTAS FIRST AID & SAFETY	6/25/2020	84.09
	00750049	2305	COBITCO INC	6/25/2020	349.50
	00750063	128693	DREXEL BARRELL & CO	6/25/2020	76,785.00
	00750071	212385	GMCO CORPORATION	6/25/2020	38,754.59
	00750073	1019233	GRANITE SEED COMPANY	6/25/2020	12,848.00
	00750075	963915	HAUER GEOFFREY K	6/25/2020	7,353.00
	00750077	1034341	HOENIGHAUSEN ARTHUR R	6/25/2020	1,250.00
	00750079	435508	HUITT-ZOLLARS INC	6/25/2020	2,620.00
	00750081	4879	IDEAL FENCING CORPORATION	6/25/2020	10,135.00
	00750086	44581	J & A TRAFFIC PRODUCTS	6/25/2020	4,490.00
	00750088	506641	JK TRANSPORTS INC	6/25/2020	122,245.00
	00750104	17543	PAWNEE BUTTES SEED	6/25/2020	3,162.58
	00750106	556555	PREMIER PORTABLES	6/25/2020	700.00
	00750112	13932	SOUTH ADAMS WATER & SANITATION	6/25/2020	102.83
	00750117	790907	THE GOODYEAR TIRE AND RUBBER C	6/25/2020	300.00
	00750121	1034325	TORRES MARIA & VICTOR MANUEL E	6/25/2020	595.00
	00750122	1034340	TRAN KHOI	6/25/2020	721.00
	00750144	1007	UNITED POWER (UNION REA)	6/25/2020	23.16
	00750145	1007	UNITED POWER (UNION REA)	6/25/2020	48.28
	00750146	1007	UNITED POWER (UNION REA)	6/25/2020	33.00
	00750147	1007	UNITED POWER (UNION REA)	6/25/2020	20.00
	00750148	1007	UNITED POWER (UNION REA)	6/25/2020	16.50
	00750149	1007	UNITED POWER (UNION REA)	6/25/2020	157.38
	00750150	1007	UNITED POWER (UNION REA)	6/25/2020	34.00
	00750151	1007	UNITED POWER (UNION REA)	6/25/2020	128.45
	00750152	1007	UNITED POWER (UNION REA)	6/25/2020	88.49
	00750153	1007	UNITED POWER (UNION REA)	6/25/2020	36.00
	00750154	1007	UNITED POWER (UNION REA)	6/25/2020	133.22
	00750155	1007	UNITED POWER (UNION REA)	6/25/2020	41.79
	00750156	1007	UNITED POWER (UNION REA)	6/25/2020	131.43
	00750157	1007	UNITED POWER (UNION REA)	6/25/2020	16.50
	00750158	1007	UNITED POWER (UNION REA)	6/25/2020	16.50
	00750159	1007	UNITED POWER (UNION REA)	6/25/2020	33.00

Net Warrants by Fund Detail

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00750160	1007	UNITED POWER (UNION REA)	6/25/2020	48.28
00750166	283725	UNIVERSAL FIELD SERVICES INC	6/25/2020	74,963.00
00750168	158184	UTILITY NOTIFICATION CENTER OF	6/25/2020	166.88
00750174	13082	W L CONTRACTORS INC	6/25/2020	10,005.30
00750176	78276	WAYNE A MITCHELL LLC	6/25/2020	8,034.60
00750187	13822	XCEL ENERGY	6/25/2020	37.11
00750188	13822	XCEL ENERGY	6/25/2020	69.68
00750189	13822	XCEL ENERGY	6/25/2020	68.66
00750190	13822	XCEL ENERGY	6/25/2020	80.85
00750191	13822	XCEL ENERGY	6/25/2020	240.08
00750192	13822	XCEL ENERGY	6/25/2020	78.43
00750193	13822	XCEL ENERGY	6/25/2020	24,404.64
00750194	13822	XCEL ENERGY	6/25/2020	4,614.12
00750195	13822	XCEL ENERGY	6/25/2020	92.90
00750200	13074	ALBERT FREI & SONS INC	6/26/2020	9,771.47

Fund Total

443,805.30

Net Warrants by Fund Detail

19	Insurance Fund							
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount			
	00750054	17565	COLO FRAME & SUSPENSION	6/25/2020	1,285.00			
	00750094	855793	LOCKTON COMPANIES	6/25/2020	10,000.00			
	00750169	35731	VERIZON	6/25/2020	7.52			

Fund Total 11,292.52

R5504002			County of Adams		7/9/2020	16:19:09
			Net Warrants by Fund Detail		Page -	11
28	Open Space S	Sales Tax Fund				
	Warrant 00006215	Supplier No 3259	Supplier Name ADAMS COUNTY SCHOOL DIST 1	Warrant Date 6/24/2020	Amount 168,839.50	
				Fund Total	168,839.50	

R5504002			County of Adams		7/9/2020	16:19:09
			Net Warrants by Fund Deta	il	Page -	12
30	Community I	Dev Block Grant Fun	ud			
	Warrant 00750066	Supplier No 13456	Supplier Name FEDERAL HEIGHTS CITY OF	Warrant Date 6/25/2020	Amount 16,230.54	
				Fund Total	16,230.54	

Net Warrants by Fund Detail

31	Head Start Fund						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00750041	37266	CENTURY LINK	6/25/2020	130.47		
	00750042	37266	CENTURY LINK	6/25/2020	130.63		
	00750043	37266	CENTURY LINK	6/25/2020	180.70		
	00750044	327914	CESCO LINGUISTIC SERVICE INC	6/25/2020	232.26		
	00750045	327250	CINTAS CORPORATION NO 2	6/25/2020	321.78		
	00750058	248029	COMMUNITY REACH CENTER FOUNDAT	6/25/2020	6,515.84		
	00750091	40843	LANGUAGE LINE SERVICES	6/25/2020	38.54		
	00750100	55021	NULINX INTERNATIONAL	6/25/2020	1,590.00		

Fund Total

9,140.22

	Net Warrants by Fund Detail				
34	Comm Servic	ces Blk Grant Fund			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00750024	258636	ADAMS COUNTY FOOD BANK	6/25/2020	5,475.36
	00750029	5991	ALMOST HOME INC	6/25/2020	644.88
	00750098	689895	NEW LEGACY CHARTER	6/25/2020	4,074.95

Fund Total 10,195.19

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Net Warrants by Fund Detail

43	Colorado Air & Space Port						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00006219	709816	CITY SERVICEVALCON LLC	6/24/2020	21,791.58		
	00750050	2381	COLO ANALYTICAL LABORATORY	6/25/2020	23.00		
	00750165	300982	UNITED SITE SERVICES	6/25/2020	469.95		
	00750172	80279	VERIZON WIRELESS	6/25/2020	507.22		
	00750196	13822	XCEL ENERGY	6/25/2020	13.72		
	00750197	13822	XCEL ENERGY	6/25/2020	567.74		
	00750198	13822	XCEL ENERGY	6/25/2020	1,009.11		

Fund Total 24,382.32

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Net Warrants by Fund Detail

50	FLATROCK	Facility Fund			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00750023	72554	AAA PEST PROS	6/25/2020	60.00
	00750161	1007	UNITED POWER (UNION REA)	6/25/2020	1,548.52
	00750162	1007	UNITED POWER (UNION REA)	6/25/2020	69.70
	00750163	1007	UNITED POWER (UNION REA)	6/25/2020	190.58
	00750164	1007	UNITED POWER (UNION REA)	6/25/2020	156.56
				Fund Total	2,025.36

Net Warrants by Fund Detail

94	Sheriff Payables							
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount			
	00750048	95935	CLERK OF THE COUNTY COURT	6/25/2020	2,370.00			
	00750052	92474	COLO DEPT OF HUMAN SERVICES	6/25/2020	3,015.00			
	00750056	44915	COLO JUDICIAL DEPT	6/25/2020	238.00			

Fund Total 5,623.00

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Grand Total <u>3,306,839.41</u>

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		Vendor Payment Repor	t			Page -	1
1040	Assessor Administration	Fund	Voucher	Batch No	GL Date	Amount	
	Education & Training COLO ASSESSORS ASSN	00001	977083	367300 De	6/24/2020 Account Total epartment Total		10.00 10.00 10.00

County	of Adams
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Vendor Payment Report

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4	Capital Facilities Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	APCO GRAPHICS INC	00004	977280	367506	6/26/2020	3,899.80
	APCO GRAPHICS INC	00004	977280	367506	6/26/2020	964.00
	APCO GRAPHICS INC	00004	977280	367506	6/26/2020	2,277.00
	APCO GRAPHICS INC	00004	977280	367506	6/26/2020	165.80
	APCO GRAPHICS INC	00004	977280	367506	6/26/2020	88.70
	APCO GRAPHICS INC	00004	977280	367506	6/26/2020	534.00
	APCO GRAPHICS INC	00004	977280	367506	6/26/2020	475.00
	E CUBE INC	00004	977072	367289	6/24/2020	3,248.92
					Account Total	11,653.22
				De	partment Total	11,653.22

R5504001		County of Adams				7/9/2020	17:28:22
		Vendor Payment Repor	t			Page -	3
9263	CARES Act Funding	Fund	Voucher	Batch No	GL Date	Amount	
	Grants to Other Instit BRIGHTON CITY OF	00001	977029	367179 D	6/23/2020 Account Total epartment Total	1,063,74 1,063,74 1,063,74	4.33

R5504001		County of Adams				7/9/2020	17:28:22
		Vendor Payment Report	t			Page -	4
4302	CASP Administration	Fund	Voucher	Batch No	GL Date	Amount	
	Telephone						
	VERIZON WIRELESS	00043	976988	367045	6/19/2020	5	07.22
					Account Total	5	07.22
	Water/Sewer/Sanitation						
	UNITED SITE SERVICES	00043	976987	367045	6/19/2020	4	69.95
					Account Total	4	69.95
				D	epartment Total	9	77.17

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		Vendor Payment Repor	t			Page - 5
4304	CASP Operations/Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00043	977064	367205	6/23/2020	13.72
	XCEL ENERGY	00043	977065	367205	6/23/2020	511.65
	XCEL ENERGY	00043	977065	367205	6/23/2020	56.09
					Account Total	581.46
				De	partment Total	581.46

R5504001		County of Adams				7/9/2020	17:28:22
		Vendor Payment Repor	·t			Page -	6
941018	CDBG 2018/2019	Fund	Voucher	Batch No	GL Date	Amount	
	Grants to Other InstPgm. Cst FEDERAL HEIGHTS CITY OF	00030	976959	366968	6/18/2020	16,2	30.54
					Account Total	16,2	30.54
				D	epartment Total	16,2	30.54

R5504001		County of Adams				7/9/2020	17:28:22
		Vendor Payment Repor	t			Page -	7
43	Colorado Air & Space Port	Fund	Voucher	Batch No	GL Date	Amount	
	Received not Vouchered Clrg CITY SERVICEVALCON LLC	00043	977073	367289 D	6/24/2020 Account Total epartment Total	21,79 21,79 21,79	01.58

R5504001		County of Adams				7/9/2020	17:28:22
		Vendor Payment Repor	t			Page -	8
1041	County Assessor	Fund	Voucher	Batch No	GL Date	Amount	-
	Education & Training THIMGAN & ASSOCIATES INC	00001	976981	367027 D	6/19/2020 Account Total epartment Total	1,4	400.00 400.00 400.00

	Ve	endor Payment Repo	rt			Page - 9
2031	County Coroner	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	CROWN LIFT TRUCKS	00001	976808	366926	6/18/2020	83.00
					Account Total	83.00
	Medical Services					
	CARUSO JAMES LOUIS	00001	976795	366923	6/18/2020	4,100.00
	CINA & CINA FORENSIC CONSULTIN	00001	976945	366947	6/18/2020	11,125.00
	DAWN B HOLMES INC	00001	976985	367041	6/19/2020	5,075.00
					Account Total	20,300.00
	Operating Supplies					
	SOUTHLAND MEDICAL LLC	00001	976803	366926	6/18/2020	407.88
	SOUTHLAND MEDICAL LLC	00001	976804	366926	6/18/2020	204.58
	SOUTHLAND MEDICAL LLC	00001	976805	366926	6/18/2020	1,606.20
	SOUTHLAND MEDICAL LLC	00001	976806	366926	6/18/2020	320.00
					Account Total	2,538.66
	Other Professional Serv					
	FEDEX	00001	976799	366926	6/18/2020	398.54
	FEDEX	00001	976800	366926	6/18/2020	365.22
	NMS LABS	00001	976797	366926	6/18/2020	19,808.50
	PERKINELMER GENETICS	00001	976807	366926	6/18/2020	100.00
	SCL HEALTH	00001	976802	366926	6/18/2020	163.00
	STOEFFLER REBECCA E	00001	976991	367113	6/22/2020	1,080.00
	THOMSON REUTERS - WEST	00001	976801	366926	6/18/2020	390.60
	UNIPATH	00001	976798	366926	6/18/2020	2,671.00
					Account Total	24,976.86
				Γ	Department Total	47,898.52

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		Vendor Payment Repor	t			Page -	10
951016	CSBG	Fund	Voucher	Batch No	GL Date	Amount	_
	Grants to Other Instit						
	ADAMS COUNTY FOOD BANK	00034	976982	367028	6/19/2020	5,4	475.36
	ALMOST HOME INC	00034	976983	367028	6/19/2020	6	544.88
	NEW LEGACY CHARTER	00034	976984	367028	6/19/2020	4,0)74.95
					Account Total	10,1	95.19
				De	partment Total	10,1	95.19

R5504001		County of Adams				7/9/2020	17:28:22	
Vendor Payment Report						Page -	11	
1051	District Attorney	Fund	Voucher	Batch No	GL Date	Amount	Amount	
	Court Reporting Transcripts WAGNER GEORGIA C	00001	976715	366821 D	6/17/2020 Account Total repartment Total	27.00 27.00 27.00		

R5504001 County of Adams						7/9/2020 17:28:22
	Ver	ndor Payment Repor	·t			Page - 12
6	Equipment Service Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	BEARCOM	00006	977282	367506	6/26/2020	2,642.49
	LARRY H MILLER FORD LAKEWOOD	00006	977228	367384	6/25/2020	33,479.00
	SAM HILL OIL INC	00006	977142	367319	6/24/2020	391.24
	SAM HILL OIL INC	00006	977143	367319	6/24/2020	1,659.52
	SAM HILL OIL INC	00006	977144	367319	6/24/2020	13,355.87
	SAM HILL OIL INC	00006	977147	367319	6/25/2020	1,598.22

00006

Account Total

367319

6/25/2020

Department Total

SAM HILL OIL INC

977148

10,345.25

63,471.59

63,471.59

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Vendor Payment Report P							
50	FLATROCK Facility Fund	Fund	Voucher	Batch No	GL Date	Amount	
	Received not Vouchered Clrg AAA PEST PROS	00050	977232	367384 De	6/25/2020 Account Total epartment Total		60.00 60.00 60.00

R5504001		County of Adams				7/9/2020	17:28:22
		Vendor Payment Repor	·t			Page -	14
1091	FO - Administration	Fund	Voucher	Batch No	GL Date	Amount	-
	Building Rental IC CHAMBERS LP	00001	977111	367310 D	6/24/2020 Account Total epartment Total	6,9	092.00 092.00 092.00

R5504001		County of Adams				7/9/2020	17:28:22	
Vendor Payment Report Pag								
1060	FO - Community Corrections	Fund	Voucher	Batch No	GL Date	Amount		
	Gas & Electricity Energy Cap Bill ID=10768	00001	976992	367168	6/3/2020	3,7	78.99	
				5	Account Total	-	78.99	
				D	epartment Total	3,7	78.99	

R5504001		County of Adams				7/9/2020 17:28:22	
Vendor Payment Report							
1114	FO - District Attorney Bldg.	Fund	Voucher	Batch No	GL Date	Amount	
	Gas & Electricity Energy Cap Bill ID=10746	00001	977014	367168	6/3/2020	5,967.39	
					Account Total	5,967.39	
				De	epartment Total	5,967.39	

R5504001	4001 County of Adams						
Vendor Payment Report							
2090	FO - Flatrock Facility	Fund	Voucher	Batch No	GL Date	Amount	
	Gas & Electricity						
	Energy Cap Bill ID=10751	00050	977019	367168	6/3/2020	1,548.52	
	Energy Cap Bill ID=10753	00050	977020	367168	6/3/2020	69.70	
	Energy Cap Bill ID=10755	00050	977021	367168	6/3/2020	190.58	
	Energy Cap Bill ID=10756	00050	977022	367168	6/3/2020	156.56	
					Account Total	1,965.36	
				D	epartment Total	1,965.36	

County of Adams							
Vendor Payment Report							
Fund	Voucher	Batch No	GL Date	Amount	-		
00001	977000	367168	6/3/2020	2,7	711.00		
00001	977001	367168	6/3/2020	24,788.00			
			Account Total	27,4	199.00		
		D	epartment Total	27,4	199.00		
	Vendor Payment Repor <u>Fund</u> 00001	Vendor Payment Report Fund Voucher 00001 977000	Vendor Payment Report Fund Voucher Batch No 00001 977000 367168 00001 977001 367168	Vendor Payment Report Fund Voucher Batch No GL Date 00001 977000 367168 6/3/2020 00001 977001 367168 6/3/2020	Fund Voucher Batch No GL Date Amount 00001 977000 367168 6/3/2020 2,7 00001 977001 367168 6/3/2020 24,7 Account Total 27,4		

R5504001	5504001 County of Adams						
Vendor Payment Report							
1070	FO - Honnen/Plan&Devel/MV Ware	Fund	Voucher	Batch No	GL Date	Amount	
	Gas & Electricity						
	Energy Cap Bill ID=10770	00001	976995	367168	6/5/2020	5	58.40
	Energy Cap Bill ID=10772	00001	976996	367168	6/5/2020	6	31.13
					Account Total	1,1	89.53
				De	epartment Total	1,1	89.53

R5504001	County of Adams							
Vendor Payment Report								
1079	FO - Human Services Center	Fund	Voucher	Batch No	GL Date	Amount		
	Gas & Electricity							
	Energy Cap Bill ID=10769	00001	977002	367168	5/29/2020	835.18	_	
					Account Total	835.18		
	Other Repair & Maint							
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	977113	367310	6/24/2020	17,437.00		
					Account Total	17,437.00	_	
				E	Department Total	18,272.18	:	

R5504001	01 County of Adams						
Vendor Payment Report							
1071	FO - Justice Center	Fund	Voucher	Batch No	GL Date	Amount	
	Gas & Electricity						
	Energy Cap Bill ID=10749	00001	976997	367168	6/3/2020	24,2	.44.92
	Energy Cap Bill ID=10760	00001	976998	367168	6/3/2020	70.84	
					Account Total	24,3	15.76
				D	epartment Total	24,3	15.76

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1019	FO - Mailroom & Dock	Fund	Voucher	Batch No	GL Date	Amount
	Building Rental					
	WESTAR REAL PROPERTY SERVICES	00001	977112	367310	6/24/2020	13,988.09
					Account Total	13,988.09
	Postage & Freight					
	PITNEY BOWES RESERVE ACCOUNT	00001	977023	367172	6/23/2020	50,000.00
	PITNEY BOWES RESERVE ACCOUNT	00001	977024	367173	6/23/2020	499.70
	PITNEY BOWES RESERVE ACCOUNT	00001	976606	366720	6/16/2020	16,000.00
					Account Total	66,499.70
				E	Department Total	80,487.79

R5504001	504001 County of Adams						
		Vendor Payment Repor	t			Page -	23
1069	FO - Old Animal Shelter	Fund	Voucher	Batch No	GL Date	Amount	
	Gas & Electricity						
	Energy Cap Bill ID=10744	00001	976993	367168	6/3/2020	1,9	35.70
					Account Total	1,9	35.70
	Water/Sewer/Sanitation						
	Energy Cap Bill ID=10757	00001	976994	367168	6/4/2020		31.67
					Account Total	8	31.67
				D	epartment Total	2,7	67.37

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1111 FO -	Parks Facilities	Fund	Voucher	Batch No	GL Date	Amount
(Gas & Electricity					
	Energy Cap Bill ID=10750	00001	977003	367168	6/3/2020	4,557.64
	Energy Cap Bill ID=10758	00001	977004	367168	6/3/2020	808.33
	Energy Cap Bill ID=10759	00001	977005	367168	6/3/2020	738.44
	Energy Cap Bill ID=10761	00001	977006	367168	6/3/2020	71.11
	Energy Cap Bill ID=10763	00001	977007	367168	6/3/2020	28.42
	Energy Cap Bill ID=10764	00001	977008	367168	6/3/2020	98.46
	Energy Cap Bill ID=10765	00001	977009	367168	5/26/2020	176.06
	Energy Cap Bill ID=10766	00001	977010	367168	6/3/2020	425.41
	Energy Cap Bill ID=10767	00001	977011	367168	5/26/2020	260.58
	Energy Cap Bill ID=10771	00001	977012	367168	6/5/2020	109.63
					Account Total	7,274.08
				Dej	partment Total	7,274.08

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Vendor Payment Report							
1112	FO - Sheriff HQ/Coroner Bldg	Fund	Voucher	Batch No	GL Date	Amount	-
	Gas & Electricity Energy Cap Bill ID=10747	00001	977013	367168 D	6/3/2020 Account Total Pepartment Total	4,5	581.93 581.93 581.93

R5504001		County of Adams				7/9/2020	17:28:22
Vendor Payment Report							
2009	FO - Sheriff Maintenance	Fund	Voucher	Batch No	GL Date	Amount	
	Gas & Electricity						
	Energy Cap Bill ID=10743	00001	977015	367168	6/3/2020	5	66.66
	Energy Cap Bill ID=10745	00001	977016	367168	6/3/2020		60.49
	Energy Cap Bill ID=10748	00001	977017	367168	6/3/2020	7,1	88.92
	Energy Cap Bill ID=10752	00001	977018	367168	6/3/2020	19,2	18.61
					Account Total	27,0	34.68
				De	partment Total	27,0	34.68

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County of Adams

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	vendor Payment Report								
1	General Fund	Fund	Voucher	Batch No	GL Date	Amount			
	Deposits Payable								
	COLO GEOLOGICAL SURVEY	00001	977043	367184	6/23/2020	3,300.00			
	TRI COUNTY HEALTH DEPT	00001	977042	367184	6/23/2020	4,170.00			
					Account Total	7,470.00			
	Diversion Restitution Payable								
	ABEYTA JOSEPH AND ADRIA	00001	976580	366622	6/15/2020	200.00			
	AMERICAN EXPRESS	00001	976575	366622	6/15/2020	50.00			
	BC SURF & SPORT	00001	976561	366622	6/15/2020	750.00			
	BC SURF & SPORT	00001	976592	366622	6/15/2020	50.00			
	BELLCO	00001	976594	366622	6/15/2020	100.00			
	BOCK SHANNON	00001	976587	366622	6/15/2020	50.00			
	CORDOVA TOBIAS AND EVA	00001	976589	366622	6/15/2020	166.98			
	ECO ATM LLC	00001	976577	366622	6/15/2020	200.00			
	ECO ATM LLC	00001	976562	366622	6/15/2020	100.00			
	FIRST BANK	00001	976578	366622	6/15/2020	1,880.00			
	GAME STOP	00001	976563	366622	6/15/2020	81.74			
	HOCKMAN DAVE	00001	976576	366622	6/15/2020	184.84			
	KING SOOPERS	00001	976581	366622	6/15/2020	150.00			
	KING SOOPERS	00001	976564	366622	6/15/2020	100.00			
	KING SOOPERS	00001	976565	366622	6/15/2020	150.00			
	LILAN LIESLIE	00001	976582	366622	6/15/2020	125.00			
	LIMON HOSPITALITY LLC	00001	976583	366622	6/15/2020	50.00			
	LITTLE JOHN	00001	976579	366622	6/15/2020	50.00			
	MILE HIGH FLEA MARKET	00001	976574	366622	6/15/2020	100.00			
	NORDSTROM	00001	976584	366622	6/15/2020	1,025.00			
	NORDSTROM	00001	976568	366622	6/15/2020	180.00			
	OREILY AUTO PARTS	00001	976569	366622	6/15/2020	200.00			
	OREILY AUTO PARTS	00001	976570	366622	6/15/2020	278.60			
	SANTIAGOS MEXICAN RESTURANT	00001	976571	366622	6/15/2020	125.00			
	SANTIAGOS MEXICAN RESTURANT	00001	976572	366622	6/15/2020	250.00			
	SANTIAGOS MEXICAN RESTURANT	00001	976585	366622	6/15/2020	100.00			
	SANTIAGOS MEXICAN RESTURANT	00001	976586	366622	6/15/2020	250.00			
	THE LAW OFFICE OF MICHAEL IRA	00001	976588	366622	6/15/2020	266.99			
	US VENTURE	00001	976590	366622	6/15/2020	150.00			
	US VENTURE	00001	976573	366622	6/15/2020	150.00			

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Vendor Payment Report

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
					Account Total	7,514.1
	Received not Vouchered Clrg					
	AAA PEST PROS	00001	977180	367319	6/25/2020	60.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	60.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	145.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	120.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	50.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	85.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	65.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	150.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	140.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	160.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	310.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	55.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	60.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	325.0
	AAA PEST PROS	00001	977180	367319	6/25/2020	50.0
	ADAMSON POLICE PRODUCTS	00001	977166	367319	6/25/2020	655.5
	ADAMSON POLICE PRODUCTS	00001	977167	367319	6/25/2020	31.4
	ADAMSON POLICE PRODUCTS	00001	977168	367319	6/25/2020	121.5
	ADAMSON POLICE PRODUCTS	00001	977168	367319	6/25/2020	597.6
	ALLIED UNIVERSAL SECURITY SERV	00001	977150	367319	6/25/2020	386.2
	ALTA LANGUAGE SERVICES INC	00001	977154	367319	6/25/2020	121.0
	ARMORED KNIGHTS INC	00001	977277	367506	6/26/2020	136.0
	ARMORED KNIGHTS INC	00001	977278	367506	6/26/2020	68.8
	ARMORED KNIGHTS INC	00001	977278	367506	6/26/2020	68.8
	ARMORED KNIGHTS INC	00001	977278	367506	6/26/2020	136.0
	ARMORED KNIGHTS INC	00001	977278	367506	6/26/2020	68.8
	ARMORED KNIGHTS INC	00001	977278	367506	6/26/2020	136.
	ARMORED KNIGHTS INC	00001	977278	367506	6/26/2020	68.5
	ARMORED KNIGHTS INC	00001	977278	367506	6/26/2020	339.4
	ARMORED KNIGHTS INC	00001	977278	367506	6/26/2020	339.4
	BI INCORPORATED	00001	977226	367384	6/25/2020	10,758.
	BI INCORPORATED	00001	977226	367384	6/25/2020	4,106.
	COLT AND STEEL CORPORATION	00001	977223	367384	6/25/2020	11,445.
	DELL MARKETING LP	00001	977153	367319	6/25/2020	97,842.4

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1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	FEDERAL EASTERN INTERNATIONAL	00001	977149	367319	6/25/2020	2,250.0
	FEDERAL EASTERN INTERNATIONAL	00001	977149	367319	6/25/2020	300.0
	FRONTIER FERTILIZER AND CHEMIC	00001	977215	367384	6/25/2020	976.0
	FRONTIER FERTILIZER AND CHEMIC	00001	977216	367384	6/25/2020	1,343.7
	GALLS LLC	00001	977157	367319	6/25/2020	339.02
	GALLS LLC	00001	977158	367319	6/25/2020	555.9
	GALLS LLC	00001	977159	367319	6/25/2020	56.7
	GALLS LLC	00001	977160	367319	6/25/2020	301.44
	GALLS LLC	00001	977161	367319	6/25/2020	769.23
	GALLS LLC	00001	977162	367319	6/25/2020	1,139.04
	GALLS LLC	00001	977163	367319	6/25/2020	1,609.5
	GALLS LLC	00001	977164	367319	6/25/2020	155.1
	GALLS LLC	00001	977165	367319	6/25/2020	109.9
	GRAY QUARTER INC	00001	977170	367319	6/25/2020	2,867.5
	HILL'S PET NUTRITION SALES INC	00001	977234	367384	6/25/2020	1,565.5
	INDEPENDENT ROOFING SPECIALIST	00001	977175	367319	6/25/2020	156,164.0
	INSIGHT PUBLIC SECTOR	00001	977151	367319	6/25/2020	338.1
	INSIGHT PUBLIC SECTOR	00001	977152	367319	6/25/2020	91.9
	INSIGHT PUBLIC SECTOR	00001	977212	367384	6/25/2020	26,525.0
	INSIGHT PUBLIC SECTOR	00001	977195	367384	6/25/2020	9,520.0
	KD SERVICE GROUP	00001	977192	367384	6/25/2020	1,709.7
	KD SERVICE GROUP	00001	977224	367384	6/25/2020	1,321.0
	KD SERVICE GROUP	00001	977225	367384	6/25/2020	517.92
	LEXIS NEXIS MATTHEW BENDER	00001	977191	367384	6/25/2020	2,180.99
	MWI VETERINARY SUPPLY CO	00001	977230	367384	6/25/2020	11.9
	MWI VETERINARY SUPPLY CO	00001	977231	367384	6/25/2020	241.5
	MWI VETERINARY SUPPLY CO	00001	977169	367319	6/25/2020	563.4
	PIN BUSINESS NETWORK	00001	977281	367506	6/26/2020	2,925.0
	SAFEWARE INC	00001	977187	367384	6/25/2020	1,148.8
	SAFEWARE INC	00001	977188	367384	6/25/2020	833.34
	SAFEWARE INC	00001	977189	367384	6/25/2020	2,147.7
	SAFEWARE INC	00001	977190	367384	6/25/2020	8,584.1
	SAFEWARE INC	00001	977190	367384	6/25/2020	555.8
	SHERMAN & HOWARD LLC	00001	977179	367319	6/25/2020	5,206.2
	SUMMIT FOOD SERVICE LLC	00001	977184	367384	6/25/2020	3,147.8
	SUMMIT FOOD SERVICE LLC	00001	977185	367384	6/25/2020	19,378.8

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	Vendor Payment Report						
1	General Fund	Fund	Voucher	Batch No	GL Date	Amount	
	SUMMIT FOOD SERVICE LLC	00001	977186	367384	6/25/2020	8,702.63	
	SUN ENTERPRISES INC	00001	977214	367384	6/25/2020	16,699.91	
	TRUE POINT LLC	00001	977177	367319	6/25/2020	2,227.50	
	TRUE POINT LLC	00001	977177	367319	6/25/2020	165.00	
	TYGRETT DEBRA R	00001	977183	367384	6/25/2020	192.00	
	WELLPATH LLC	00001	977053	367192	6/23/2020	601,454.70	
	WELLPATH LLC	00001	977054	367192	6/23/2020	118,627.74	
	WRIGHTWAY INDUSTRIES INC	00001	977227	367384	6/25/2020	911.56	
					Account Total	1,135,697.17	
	Retainages Payable						
	INDEPENDENT ROOFING SPECIALIST	00001	977175	367319	6/25/2020	7,808.20-	
					Account Total	7,808.20-	
				D	epartment Total	1,142,873.12	

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	Vendor Payment Report							
5	Golf Course Enterprise Fund	Fund	Voucher	Batch No	GL Date	Amount	-	
	Received not Vouchered Clrg							
	AAA PEST PROS	00005	977233	367384	6/25/2020		45.00	
					Account Total		45.00	
	Vendor Fee Sales Tax - State							
	PROFESSIONAL RECREATION MGMT I	00005	977056	367195	6/23/2020	:	814.99	
					Account Total		814.99	
				E	Department Total	:	859.99	

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5026	Golf Course- Maintenance	Fund	Voucher	Batch No	GL Date	Amount	
	Equipment Rental						
	BUCKEYE WELDING SUPPLY CO INC	00005	976762	366836	6/17/2020	26.00	
					Account Total	26.00	
	Grounds Maintenance						
	AGFINITY INC	00005	976758	366836	6/17/2020	540.00	
	AGFINITY INC	00005	976759	366836	6/17/2020	216.00	
	C P S DISTRIBUTORS INC	00005	976763	366836	6/17/2020	103.43	
	C P S DISTRIBUTORS INC	00005	976840	366932	6/18/2020	25.06	
	C P S DISTRIBUTORS INC	00005	976841	366932	6/18/2020	57.12	
	C P S DISTRIBUTORS INC	00005	976842	366932	6/18/2020	139.74	
	C P S DISTRIBUTORS INC	00005	976843	366932	6/18/2020	309.74	
	CEM LAKE MGMT	00005	976839	366932	6/18/2020	494.00	
	GOLF & SPORT SOLUTIONS	00005	976765	366836	6/17/2020	1,092.75	
	GOLF & SPORT SOLUTIONS	00005	976766	366836	6/17/2020	411.70	
	GOLF & SPORT SOLUTIONS	00005	976767	366836	6/17/2020	1,395.35	
	GOLF & SPORT SOLUTIONS	00005	976768	366836	6/17/2020	518.54	
	L L JOHNSON DIST	00005	976771	366836	6/17/2020	2.50	
	L L JOHNSON DIST	00005	976844	366932	6/18/2020	232.10	
	L L JOHNSON DIST	00005	976845	366932	6/18/2020	338.81	
	L L JOHNSON DIST	00005	976846	366932	6/18/2020	387.99	
	L L JOHNSON DIST	00005	976770	366836	6/17/2020	64.50	
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	679.03	
	TORO NSN	00005	976849	366932	6/18/2020	233.00	
	WELBY GARDENS COMPANY	00005	976774	366836	6/17/2020	81.00	
					Account Total	7,193.36	
	Repair & Maint Supplies						
	ALSCO AMERICAN INDUSTRIAL	00005	976760	366836	6/17/2020	52.34	
	ALSCO AMERICAN INDUSTRIAL	00005	976761	366836	6/17/2020	54.36	
	ALSCO AMERICAN INDUSTRIAL	00005	976837	366932	6/18/2020	54.36	
	ALSCO AMERICAN INDUSTRIAL	00005	976838	366932	6/18/2020	52.34	
					Account Total	213.40	
	Telephone						
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	234.62	
					Account Total	234.62	

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5026	Golf Course- Maintenance	Fund	Voucher	Batch No	GL Date	Amount	
	Vehicle Parts & Supplies						
	DXP ENTERPRISES INC	00005	976764	366836	6/17/2020	68.06	
	INTERSTATE BATTERY OF ROCKIES	00005	976769	366836	6/17/2020	163.85	
	L L JOHNSON DIST	00005	976772	366836	6/17/2020	590.39	
	L L JOHNSON DIST	00005	976773	366836	6/17/2020	329.40	
	L L JOHNSON DIST	00005	976847	366932	6/18/2020	259.49	
	NAPA	00005	976848	366932	6/18/2020	332.05	
					Account Total	1,743.24	
				De	partment Total	9,410.62	

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5021	Golf Course- Pro Shop	Fund	Voucher	Batch No	GL Date	Amount
	Advertising					
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	6,000.00
					Account Total	6,000.00
	Golf Carts					
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	17.03
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	139.00
	PROFESSIONAL RECREATION MGMT I	00005	977056	367195	6/23/2020	235.84
					Account Total	391.87
	Golf Merchandise					
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	1,556.37
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	411.40
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	1,888.71
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	607.92
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	303.00
					Account Total	4,767.40
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	636.40
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	62.21
	PROFESSIONAL RECREATION MGMT I	00005	977056	367195	6/23/2020	5,878.62
	PROFESSIONAL RECREATION MGMT I	00005	977056	367195	6/23/2020	441.00
					Account Total	7,018.23
	Janitorial Services					
	PROFESSIONAL RECREATION MGMT I	00005	977056	367195	6/23/2020	1,245.00
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	353.00
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	1,104.45
					Account Total	2,702.45
	Other Professional Serv					
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	677.79
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	1,200.00
					Account Total	1,877.79
	Printing External					
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	2,670.00
					Account Total	2,670.00

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5021	Golf Course- Pro Shop	Fund	Voucher	Batch No	GL Date	Amount
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	977056	367195	6/23/2020	1,341.26
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	647.50
					Account Total	1,988.76
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	62.20
	PROFESSIONAL RECREATION MGMT I	00005	977070	367279	6/24/2020	61.24
					Account Total	123.44
	Water/Sewer/Sanitation					
	PROFESSIONAL RECREATION MGMT I	00005	977056	367195	6/23/2020	614.73
					Account Total	614.73
				D	Department Total	28,154.67

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31	Head Start Fund	Fund	Voucher	Batch No	GL Date	Amount	
	Received not Vouchered Clrg CESCO LINGUISTIC SERVICE INC	00031	977171	367319 D	6/25/2020 Account Total epartment Total	2	32.26 32.26 32.26

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935120	HHS Grant	Fund	Voucher	Batch No	GL Date	Amount
	Building Rental					
	COMMUNITY REACH CENTER FOUNDAT	00031	977037	367181	6/23/2020	6,515.84
					Account Total	6,515.84
	Interpreting Services					
	LANGUAGE LINE SERVICES	00031	977055	367181	6/23/2020	38.54
					Account Total	38.54
	Operating Supplies					
	CINTAS CORPORATION NO 2	00031	977036	367181	6/23/2020	160.89
	CINTAS CORPORATION NO 2	00031	977034	367181	6/23/2020	160.89
					Account Total	321.78
	Subscrip/Publications					
	NULINX INTERNATIONAL	00031	977045	367181	6/23/2020	795.00
	NULINX INTERNATIONAL	00031	977046	367181	6/23/2020	795.00
					Account Total	1,590.00
	Telephone					
	CENTURY LINK	00031	977033	367181	6/23/2020	180.70
	CENTURY LINK	00031	977030	367181	6/23/2020	130.47
	CENTURY LINK	00031	977031	367181	6/23/2020	130.63
					Account Total	441.80
				Γ	Department Total	8,907.96

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8622	Insurance -Benefits & Wellness	Fund	Voucher	Batch No	GL Date	Amount	
	Telephone VERIZON	00019	977140	367316	6/24/2020		7.52
					Account Total		7.52
				De	epartment Total		7.52

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19	Insurance Fund	Fund	Voucher	Batch No	GL Date	Amount	-
	Received not Vouchered Clrg						
	COLO FRAME & SUSPENSION	00019	977221	367384	6/25/2020	1,2	285.00
	LOCKTON COMPANIES	00019	977156	367319	6/25/2020	10,0	00.00
					Account Total	11,2	285.00
				De	epartment Total	11,2	285.00

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1058	IT Network/Telecom	Fund	Voucher	Batch No	GL Date	Amount	
	Telephone WINDSTREAM COMMUNICATIONS	00001	976990	367108 D	6/22/2020 Account Total epartment Total	1,2	23.24 23.24 23.24

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6202	Open Space Tax- Grants	Fund	Voucher	Batch No	GL Date	Amount	
	Grants to Other Instit ADAMS COUNTY SCHOOL DIST 1	00028	976813	366929	6/18/2020	168,8	339.50
					Account Total	168,8	39.50
				D	epartment Total	168,8	339.50

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		Vendor Payment Repor	t			Page -	43
1015	People Services	Fund	Voucher	Batch No	GL Date	Amount	
	Other Professional Serv JEFFERSON COUNTY	00001	976816	366928 D	6/18/2020 Account Total epartment Total		24.00 24.00 24.00

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2061	PKS - Weed & Pest	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications VERIZON WIRELESS	00001	976819	366931 De	6/18/2020 Account Total partment Total	80.02 80.02 80.02

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5010	PKS- Fair	Fund	Voucher	Batch No	GL Date	Amount
	Fair Revenue-General					
	UNIVERSAL WINDOWS DIRECT	00001	977061	367198	6/23/2020	375.00
					Account Total	375.00
	Licenses and Fees					
	COLO DEPT OF TRANSPORTATION	00001	977047	367188	6/23/2020	40.00
					Account Total	40.00
	Other Communications					
	VERIZON WIRELESS	00001	976820	366931	6/18/2020	360.09
					Account Total	360.09
	Regional Park Rentals					
	DIMAS ALEJANDRO	00001	977057	367198	6/23/2020	750.00
	GARCIA MARICELA	00001	977058	367198	6/23/2020	1,400.00
	LYNCH GREG	00001	977059	367198	6/23/2020	500.00
	OSTROM CAROL	00001	977060	367198	6/23/2020	400.00
	WAYNE'S ELECTRIC INC	00001	977062	367198	6/23/2020	650.00
					Account Total	3,700.00
				Γ	epartment Total	4,475.09

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1039	Poverty Reduction	Fund	Voucher	Batch No	GL Date	Amount	Amount	
	Other Professional Serv							
	ASIAN ROUNDTABLE OF COLORADO	00001	976632	366740	6/16/2020	2,500.00		
	DENVER UNTED CHRISTIAN LIB EVN	00001	976631	366738	6/16/2020	10,0	10,000.00	
	ORCHARD CHURCH	00001	976986	367043	6/19/2020	4,0	00.00	
					Account Total	16,5	500.00	
				De	partment Total	16,5	500.00	

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Vendor Payment Report								
3058	PW - ADA Transition Implement.	Fund	Voucher	Batch No	GL Date	Amount	Amount	
	Land							
	HOENIGHAUSEN ARTHUR R	00013	976968	366969	6/18/2020	1,2	250.00	
	TORRES MARIA & VICTOR MANUEL E	00013	976961	366969	6/18/2020	5	595.00	
	TRAN KHOI	00013	976966	366969	6/18/2020	7	721.00	
					Account Total	2,5	566.00	
				De	2,5	566.00		

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Vendor Payment Report							
3056	PW - Capital Improvement Plan	Fund	Voucher	Batch No	GL Date	Amount	-
	Land HAUER GEOFFREY K	00013	977071	367286 D	6/25/2020 Account Total epartment Total	7,3	353.00 353.00 353.00

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3031	PW - Operations & Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Debris Removal					
	SOUTH ADAMS WATER & SANITATION	00013	976751	366833	6/17/2020	102.83
	THE GOODYEAR TIRE AND RUBBER C	00013	976748	366833	6/17/2020	300.00
					Account Total	402.83
	Dust Abatement					
	GMCO CORPORATION	00013	976747	366833	6/17/2020	6,843.42
					Account Total	6,843.42
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	976695	366812	6/17/2020	23.16
	UNITED POWER (UNION REA)	00013	976696	366812	6/17/2020	48.28
	UNITED POWER (UNION REA)	00013	976697	366812	6/17/2020	33.00
	UNITED POWER (UNION REA)	00013	976698	366812	6/17/2020	20.00
	UNITED POWER (UNION REA)	00013	976699	366812	6/17/2020	16.50
	UNITED POWER (UNION REA)	00013	976700	366812	6/17/2020	157.38
	UNITED POWER (UNION REA)	00013	976701	366812	6/17/2020	34.00
	UNITED POWER (UNION REA)	00013	976702	366812	6/17/2020	128.45
	UNITED POWER (UNION REA)	00013	976703	366812	6/17/2020	88.49
	UNITED POWER (UNION REA)	00013	976704	366812	6/17/2020	36.00
	UNITED POWER (UNION REA)	00013	976705	366812	6/17/2020	133.22
	UNITED POWER (UNION REA)	00013	976706	366812	6/17/2020	41.79
	UNITED POWER (UNION REA)	00013	976707	366812	6/17/2020	131.43
	UNITED POWER (UNION REA)	00013	976708	366812	6/17/2020	16.50
	UNITED POWER (UNION REA)	00013	976709	366812	6/17/2020	16.50
	UNITED POWER (UNION REA)	00013	976710	366812	6/17/2020	33.00
	UNITED POWER (UNION REA)	00013	976711	366812	6/17/2020	48.28
	XCEL ENERGY	00013	976686	366812	6/17/2020	37.11
	XCEL ENERGY	00013	976687	366812	6/17/2020	69.68
	XCEL ENERGY	00013	976688	366812	6/17/2020	68.66
	XCEL ENERGY	00013	976689	366812	6/17/2020	80.85
	XCEL ENERGY	00013	976690	366812	6/17/2020	240.08
	XCEL ENERGY	00013	976691	366812	6/17/2020	78.43
	XCEL ENERGY	00013	976692	366812	6/17/2020	24,404.64
	XCEL ENERGY	00013	976693	366812	6/17/2020	4,614.12
	XCEL ENERGY	00013	976694	366812	6/17/2020	92.90
					Account Total	30,692.45

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3031	PW - Operations & Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Gravel Maintenance					
	ALBERT FREI & SONS INC	00013	977279	367506	6/26/2020	.04
					Account Total	.04
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00013	976736	366833	6/17/2020	88.40
	ALSCO AMERICAN INDUSTRIAL	00013	976737	366833	6/17/2020	102.77
	ALSCO AMERICAN INDUSTRIAL	00013	976738	366833	6/17/2020	88.40
	ALSCO AMERICAN INDUSTRIAL	00013	976739	366833	6/17/2020	88.40
	ALSCO AMERICAN INDUSTRIAL	00013	976740	366833	6/17/2020	88.40
	ALSCO AMERICAN INDUSTRIAL	00013	976741	366833	6/17/2020	108.29
	ALSCO AMERICAN INDUSTRIAL	00013	976742	366833	6/17/2020	88.40
	CINTAS FIRST AID & SAFETY	00013	976744	366833	6/17/2020	84.09
	COBITCO INC	00013	976745	366833	6/17/2020	168.00
					Account Total	905.15
	Repair & Maint Supplies					
	J & A TRAFFIC PRODUCTS	00013	976749	366833	6/17/2020	1,110.00
	J & A TRAFFIC PRODUCTS	00013	976750	366833	6/17/2020	3,380.00
					Account Total	4,490.00
	Road Oil					
	COBITCO INC	00013	976746	366833	6/17/2020	181.50
					Account Total	181.50
	Traffic Signal Maintenance					
	UTILITY NOTIFICATION CENTER OF	00013	976752	366833	6/17/2020	166.88
					Account Total	166.88
	Water/Sewer/Sanitation					
	PREMIER PORTABLES	00013	976743	366833	6/17/2020	700.00
					Account Total	700.00
				Γ	- Department Total	44,382.27

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13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ALBERT FREI & SONS INC	00013	977279	367506	6/26/2020	9,771.43
	ALLIED RECYCLED AGGREGATES	00013	977213	367384	6/25/2020	19,222.75
	BFI TOWER ROAD LANDFILL	00013	977208	367384	6/25/2020	1,943.25
	BFI TOWER ROAD LANDFILL	00013	977209	367384	6/25/2020	682.45
	BFI TOWER ROAD LANDFILL	00013	977211	367384	6/25/2020	1,293.25
	BFI TOWER ROAD LANDFILL	00013	977235	367384	6/25/2020	3,881.25
	DREXEL BARRELL & CO	00013	977176	367319	6/25/2020	76,785.00
	GMCO CORPORATION	00013	977217	367384	6/25/2020	8,832.00
	GMCO CORPORATION	00013	977218	367384	6/25/2020	10,851.07
	GMCO CORPORATION	00013	977219	367384	6/25/2020	12,228.10
	GRANITE SEED COMPANY	00013	977196	367384	6/25/2020	12,848.00
	HUITT-ZOLLARS INC	00013	977178	367319	6/25/2020	2,620.00
	IDEAL FENCING CORPORATION	00013	977193	367384	6/25/2020	4,550.00
	IDEAL FENCING CORPORATION	00013	977194	367384	6/25/2020	5,585.00
	JK TRANSPORTS INC	00013	977198	367384	6/25/2020	11,490.00
	JK TRANSPORTS INC	00013	977199	367384	6/25/2020	21,465.00
	JK TRANSPORTS INC	00013	977200	367384	6/25/2020	22,060.00
	JK TRANSPORTS INC	00013	977201	367384	6/25/2020	20,770.00
	JK TRANSPORTS INC	00013	977202	367384	6/25/2020	22,160.00
	JK TRANSPORTS INC	00013	977203	367384	6/25/2020	21,830.00
	JK TRANSPORTS INC	00013	977204	367384	6/25/2020	2,470.00
	PAWNEE BUTTES SEED	00013	977197	367384	6/25/2020	3,162.58
	UNIVERSAL FIELD SERVICES INC	00013	977172	367319	6/25/2020	74,963.00
	W L CONTRACTORS INC	00013	977155	367319	6/25/2020	10,005.30
	WAYNE A MITCHELL LLC	00013	977222	367384	6/25/2020	8,034.60
					Account Total	389,504.03
				De	partment Total	389,504.03

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94	Sheriff Payables	Fund	Voucher	Batch No	GL Date	Amount
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	977067	367202	6/23/2020	3,015.00
					Account Total	3,015.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	977069	367202	6/23/2020	238.00
					Account Total	238.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	977068	367202	6/23/2020	2,370.00
					Account Total	2,370.00
				D	epartment Total	5,623.00

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2011	SHF- Admin Services Division	Fund	Voucher	Batch No	GL Date	Amount	-
	Operating Supplies THE ARTWORKS UNLIMITED LLC	00001	977032	367182 D	6/23/2020 Account Total epartment Total	4,9	031.00 031.00 031.00

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2015 **SHF- Civil Section** Fund GL Date Amount Voucher **Batch No** Sheriff's Fees 00001 977050 367189 6/23/2020 19.00 ALPINE CREDIT, INC 00001 977051 367189 6/23/2020 19.00 AZIZ RAWA 00001 977049 367189 6/23/2020 19.00 HOLST AND BOETTCHER 00001 977048 367189 6/23/2020 VIEUX SUZETTE 19.00 76.00 Account Total Department Total 76.00

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2016	SHF- Detective Division	Fund	Voucher	Batch No	GL Date	Amount
	Medical Services CENTURA HEALTH	00001	977039	367182	6/23/2020 Account Total	1,500.00
	Other Communications VERIZON WIRELESS	00001	977041	367182	6/23/2020 Account Total	1,988.54
	Uniforms & Cleaning Curtis Blue Line	00001	977035	367182 D	6/23/2020 Account Total Department Total	261.00 261.00 3,749.54

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2071	SHF- Detention Facility	Fund	Voucher	Batch No	GL Date	Amount	
	Operating Supplies SUMMIT FOOD SERVICE LLC	00001	977040	367182	6/23/2020 Account Total	2,155.61	
	Uniforms & Cleaning						
	Curtis Blue Line	00001	977035	367182	6/23/2020	87.00	
	Curtis Blue Line	00001	977038	367182	6/23/2020	190.00	
					Account Total	277.00	
				D	Department Total	2,432.61	

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2017	SHF- Patrol Division	Fund	Voucher	Batch No	GL Date	Amount	-
	Medical Services ADAPT PHARMA INC	00001	976652	366750 D	6/16/2020 Account Total epartment Total	(000.00 000.00 000.00

R5504001		County of Adams				7/9/2020 17:28:22
	V	endor Payment Repor	t			Page - 58
4316	Wastewater Treatment Plant	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00043	977066	367205	6/23/2020	1,009.11
					Account Total	1,009.11
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	977063	367204	6/23/2020	23.00
					Account Total	23.00
				D	Department Total	1,032.11

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Grand Total

3,306,839.41



Board of County Commissioners Minutes of Commissioners' Proceedings

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

> Tuesday July 14, 2020 9:30 AM

1. ROLL CALL

Present: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

A motion was made by Commissioner Hodge, seconded by Commissioner Henry, that this Agenda be approved. The motion carried by the following vote:

Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT

A. Citizen Communication

Public Comment Submitted for July 14, 2020

B. Elected Officials' Communication

6. CONSENT CALENDAR

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

- Aye: 5 Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge
- A. Minutes of the Commissioners' Proceedings from June 30, 2020
- B. Resolution Approving Development Agreement between Adams County and BZ Properties, LLC (File approved by ELT)
- C. Resolution Approving Temporary Construction Easement Agreement between Adams County and B&M Equipment Company, LLP, for Temporary Construction Purposes Necessary for the Dahlia Storm Drain Outfall Project (File approved by ELT)
- Resolution Adopting Hearing Officer's Recommendations for Decision Regarding Property Tax Abatement Petitions (File approved by ELT)
- E. Resolution Ratifying Adams County Variance Request from COVID-19 Executive and Public Health Orders for Gaylord Rockies Resort and Convention Center (File approved by ELT)
- F. Resolution Approving Agreement to Amend/Extend Contract between Adams County and Lrk, LLC for Property at 13600 Riverdale Road (File approved by ELT)
- G. A Resolution Concerning Rules and Regulations for Adams County Parks, Trails, and Cultural Arts Areas (File approved by ELT)
- Resolution Approving an Amendment to the Adams County Open Space Sales Tax Program Policies and Procedures (File approved by ELT)
- I. Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of the County of Adams and Arapahoe County and the City of Aurora Regarding a Shared Veterans Service Officer Position (File approved by ELT)
- J. Resolution Adopting and Ratifying the Treasurer's Waiver of Interest Under Colorado House Bill 2020-1421, and Setting out the Process for Districts to Request in Advance of Tax Distribution During Tax Collection Year 2020 Permitted by C.R.S. §39-10-104.5 (File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving the Award of Open Space Grant Awards and Grant Agreements

(File approved by ELT)

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

Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

Re-open New Business Portion of the Meeting to Discuss Item 1 A motion was made by Commissioner O'Dorisio, seconded by Commissioner Tedesco, to Re-Open the New Business Portion of the Meeting to Discuss Item 1. The motion carried by the following vote:

Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

Resolution Approving the Award of Open Space Grant Awards and Grant Agreements with the Removal of the Quebec Run Efficiency and Renovation Project

A motion was made by Commissioner Henry, seconded by Commissioner Hodge, that this Resolution be Approved with the Removal of the Quebec Run Efficiency and Renovation Project. The motion carried by the following vote:

Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

Quebec Run Efficiency and Renovation Project for the Open Space Grant Awards and Grant Agreements

A motion was made by Commissioner Henry, seconded by Commissioner Hodge, that this item be denied. The motion carried by the following vote:

- Aye: 5 Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge
- 2. Resolution Approving Amendment Three to the Agreement between Adams County and Taylor Kohrs, LLC, for the Leader Blade Station (File approved by ELT)
- **3.** Resolution Approving Amendment One for the Purchase of Voting Equipment and Accessories from Dominion Voting Systems (File approved by ELT)

B. COUNTY ATTORNEY

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 Transition of Tri-County Health Department with the Withdrawal of Douglas County

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

Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

8. LAND USE HEARINGS

A. Cases to be Heard

- RCU2019-00006 Reborn Animal Refuge

 (File approved by ELT)
 A motion was made by Commissioner Tedesco, seconded by
 Commissioner Henry, that this Land Use Hearing be approved. The motion carried by the following vote:
 - Aye: 5 Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge
- EXG2019-00002 Henderson Aggregates Pit

 (File approved by ELT)
 A motion was made by Commissioner O'Dorisio, seconded by
 Commissioner Hodge, that this Land Use Hearing be approved. The
 motion carried by the following vote:
 - Aye: 5 Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 21, 2020
SUBJECT: Land Lease
FROM: Jeri Coin, on behalf of D. E. Ruppel, Director, Air and Space Port
AGENCY/DEPARTMENT: Colorado Air and Space Port
HEARD AT STUDY SESSION ON: July 14, 2020 AIR
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves a resolution with for a Land Lease with Lucien Frank

BACKGROUND:

The Colorado Air and Space Port ("Landlord") has a vacant parcel, at 5275 Front Range Parkway, Watkins, Colorado 80136. Lucien Frank ("Tenant") would like to lease the parcel and operate a commercial aircraft hangar on it. The Landlord would like to lease the parcel to the Tenant under the terms and conditions of the attached Land Lease Agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office Facilities & Fleet Management

ATTACHED DOCUMENTS:

- 1. Resolution
- 2. Land Lease Agreement

FISCAL IMPACT:

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

Fund: 43

Cost Center: 4302, 4316

	Object	Subledger	Amount
	Account		
Current Budgeted Revenue 4302:	6440.02		\$416,340.00
Current Budgeted Revenue 4316:	6406.01		0.00
Current Budgeted Revenue 4316:	6406.02		0.00
Additional Revenue not included in Current Budget 4302:	6440.02		6,072.92
Additional Revenue not included in Current Budget 4316:	6406.01		75,112.00
Additional Revenue not included in Current Budget 4316:	6406.02		75,112.00
Total Revenues:			572,636.92

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

New FTEs requested:	YES	NO NO

Future Amendment Needed:	YES	🛛 NO
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<u>Additional Note:</u> Calculation of 2020 Land Lease: Using July 1, 2020 as the Lease signature date, per drafted Lease:

\$24,094.80 / 365D = \$66.0131 Land Lease 2020 \$6,072.92 October 1 – December 31, 2020 \$66.01 x 92D = \$6,072.92

Calculation of Water Tap Fees: 2 inch = \$70, 17238 Fixtures x \$130 = \$4,940

Calculation of Sewer Tap Fees: 2 inch = \$70, 17238 Fixtures x \$130 = \$4,940

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING LAND LEASE AGREEMENT BETWEEN ADAMS COUNTY AND LUCIEN FRANK COMPANY

Resolution 2020-

WHEREAS, Adams County is a body corporate and politic that owns and operates an air and space port known as Colorado Air and Space Port ("Landlord"); and,

WHEREAS, on August 17, 2018, the Federal Aviation Administration (FAA) issued a launch site license to Adams County, Colorado and the Adams County Commissioners officially changed the facility's name from Front Range Airport to Colorado Air and Space Port; and,

WHEREAS, the Landlord has vacant land, located on the airport at 5275 Front Range Parkway, Watkins, Colorado 80137; and,

WHEREAS, Lucien Frank Company ("Tenant") would like to lease, and operate a commercial aircraft hangar building on this parcel; and,

WHEREAS, the Landlord would like to lease the parcel to the Tenant under the terms and conditions of the attached Land Lease Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the attached Land Lease Agreement between Adams County and Lucien Frank Company, is hereby approved.

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

LAND LEASE

This Lease ("Lease") is made effective this _____day of ______, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Colorado Air and Space Port, and Tenant, as described in Exhibit A attached hereto and incorporated herein, ("Tenant").

Adams County owns and operates the Colorado Air and Space Port ("Airport"), located at 5200 Front Range Parkway, Watkins, Colorado 80137, in Adams County, Colorado.

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. <u>Lease and Description</u>. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Colorado Air and Space Port, Adams County, Colorado, described in Exhibit A – Lease and Description Premises ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit B and incorporated herein. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.

2. <u>Business Purpose</u>. The Premises shall be used for air and space craft storage, maintenance, and other aviation and aerospace uses. This is a commercial aircraft hangar building under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The aircraft hangar building, and the leasehold interest created hereby are to be used solely for aeronautical and aerospace-related purposes, including but not limited to parking, storing, and maintaining air and space craft, and other activities associated with air and space craft ownership. Air and space craft stored in the hangar must meet the Taxilane Object Free Area Width for airplanes in Design Group III as defined in FAA AC150/5300-13 Airport Design\Chapter 4., Taxiway and Taxilane Design, nor exceed a wingspan of 118 feet. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Colorado Air and Space Port, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. <u>Hangar Construction</u>. Tenant shall construct the Buildings and Improvements as noted in Exhibit A - Hangar Construction. Nothing in this Lease shall be interpreted as granting any land use approvals for hangar construction or Tenant's use of the Premises. Tenant shall be solely responsible, at its sole cost, for applying for and receiving any necessary land use approvals and/or permits from the jurisdiction with land use authority and/or the FAA, including, but not limited to, building permits, grading permits, stormwater approvals, and any other land use approval. The Colorado Air and Space Port has limited ability to accommodate increases in stormwater, and Landlord retains sole discretion whether to accept any increases in stormwater proposed by Tenant for Tenant's hangar and other use of the Premises.

- 4. Landlord agrees to the following:
 - a. Subject to applicable land use requirements, Tenant may import construction fill dirt from a location designated by Landlord at no cost for the fill dirt. However, Landlord does not guarantee or otherwise reserve this material and will not be liable if it is unavailable.
 - b. Tap fees for water and sewer taps will be paid within the first year of the Lease. Further, Tenant understands and agrees that water is provided on a contract basis from a source outside of the Landlord's control. Landlord will not be obligated to provide water if the source contract is not renewed.
 - c. Landlord will allow hangar(s) associated with this Lease to be solicited with its available hangar listings but shall not be obligated to provide such service.
 - d. Listing language must be acceptable to Landlord.

5. <u>Term</u>. The initial term of this Lease is set forth in Exhibit A - Term. Thereafter, two (2) additional five (5) year renewal terms may be offered at the Landlord's sole discretion provided the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Colorado Air and Space Port, and the Landlord has determined that the building is in, acceptable condition.

6. <u>Rent</u>. The rent for the Premises shall be as set forth in Exhibit A - Rent. Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay a late charge equal to five percent (5%) of the rent due and any accrued late charges for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date.

a. <u>Future Rental Periods.</u> Commencing the fourth year of the Lease, and every year thereafter, the annual rental sum shall be increased by 3% and shall be calculated using square feet as shown on Exhibit A, the Premises. It is understood that if the Landlord performs a market study for lease rates and the Lease rate falls 15% below the then determined market rate, then Landlord shall issue notice to Tenant of the new market rent rate which will then be due from Tenant within 60 days or the next scheduled rental payment whichever is longer.

7. <u>Assignment of Lease</u>. The Tenant may sublease or sell hangar space for the purpose described in Section 2, above, for a term and under such terms and under conditions as the Tenant may determine in its sole discretion, provided: (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably withheld; (2) the Tenant provides the Landlord and maintains and issues annually or as change occurs, whichever is sooner, a current list of the names, addresses and telephone numbers of subtenants and or purchasers and their aircraft registration numbers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

8. <u>Utilities.</u> Tenant hereby covenants and agrees to pay all monthly or other regular charges for gas, electricity, and water, and for all other public utilities which shall be used in or charged against the Premises during the full term of this Lease.

9. <u>Taxes</u>. The Tenant shall pay all property and other taxes that are assessed against the Premises.

10. <u>Occupancy</u>. The Premises shall not be occupied or used for any purpose until a Certificate of Occupancy is issued for any building constructed thereon. Occupancy of the premises shall at all times comply with applicable zoning and or ordinances of the authorities having jurisdiction of the site or the Occupancy may be deemed as a breach of the Tenant's obligations of this lease.

11. <u>Repair and Maintenance</u>.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly, and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of Section 27 below shall apply.

c. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

d. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be solely responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

e. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved and concrete areas of the Premises.

f. Pavement: At its sole expense, the Tenant shall repair and maintain all paved or concrete areas of the Premises and their subsurfaces in a safe and structurally sound condition.

12. <u>Use</u>. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose or any purpose beyond the scope of Section 2.

13. <u>Liens and Insolvency</u>. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee, or other liquidator is appointed for the Tenant, the Landlord may terminate this Lease.

14. <u>Rent After Default</u>. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

15. <u>Access</u>. The Tenant shall allow the Landlord and/or its agent's access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

16. <u>Liability Insurance</u>. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "C" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall deem the Tenant's policy to be primary and not seek contribution of any kind from Landlord and shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

17. <u>Accidents - Indemnity</u>. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

18. <u>Fire Insurance</u>. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall be primary and not seek contribution from the Landlord and further shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

19. <u>Casualty Loss – Application of Proceeds</u>. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in Section 16, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

20. <u>Condemnation</u>. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall compensate the Tenant for the value of the remaining original Lease term, if the condemnation occurs during that term, and for the value of the remaining then-current Lease term extension, if the condemnation occurs during a Lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties.

21. <u>Tenant's Right of Cancellation</u>. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in Section 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

22. <u>Removal of Improvements</u>. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements made to the Premises, except for any pavement, asphalt, or concrete that may exist on the Premises at the time of termination. Removal shall be coordinated with Landlord so as to not leave any unwanted debris and or improperly terminated utilities. Alternatively, and at Landlord's sole option and upon written notice from Landlord to Tenant exercising said option, Tenant shall convey the improvements to Landlord at market value. Any improvements not removed by Tenant upon termination of this Lease, and not conveyed to Landlord as set forth in this section, shall be deemed abandoned and may be disposed of by Landlord at Tenant's sole cost.

23. <u>Notices</u>. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

Director Colorado Air and Space Port 5200 Front Range Parkway Watkins, Colorado 80137

With a Copy To:

Adams County Attorney's Office 4430 South Adams County Parkway, C5000B Brighton, CO 80601

Adams County Facilities & Fleet Management Attn: Project Manager – Land & Assets 4430 South Adams County Parkway, C1700 Brighton, CO 80601 <u>nbeauprez@adcogov.org</u> 720-523-6060

<u>TENANT</u> See Exhibit A – Notices to Tenant.

or to such other addresses as the parties may designate to each other in writing.

24. <u>Governmental Fees</u>. All fees due under applicable law to any city, county or state on account of any inspection made of the Premises shall be paid by the Tenant.

25. <u>Signs</u>. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the hangar containing the hangar number, street address and language similar to a "no parking" sign.

26. <u>Mailboxes</u>. Mailboxes as approved by the United States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

27. <u>Default and Re-Entry</u>. Unless resulting from events described in Sections 18 or 19, above, the Tenant's violation of any of its obligations hereunder other than failure to pay rent shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. In the event Tenant fails to pay rent within ten days of the due date, Landlord shall have the right to evict the Tenant pursuant to Colorado law, including obtaining Landlord's attorney fees and costs.

28. <u>Non-waiver of Breach</u>. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

29. <u>Holding Over</u>. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

30. <u>Landlord's Warranties</u>. The Landlord warrants that it is the owner of the Premises and, to the extent of Landlord's actual knowledge, the Premises is not contaminated by hazardous substances.

31. <u>Hazardous Substances.</u> The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes. Tenant shall transport, use, store and dispose of fuel petroleum products, and all other materials, including but not limited to hazardous materials, owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, laws, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so the Landlord may take any reasonable and appropriate action in the Tenant's stead. The Tenant shall pay the cost of such remedial action by the Landlord.

32. <u>Motor Vehicle Parking</u>. Motor vehicles shall be parked only within designated parking areas.

33. <u>Aircraft Parking</u>. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar.

34. <u>Jurisdiction and Venue</u>. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

35. <u>Indemnification</u>. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Colorado Air and Space Port, including the Premises.

36. <u>Right of First Refusal to Purchase Buildings and Structures Prior to the End of the Lease</u> <u>Term</u>. Tenant shall not sell the buildings or structures on the Premises unless it receives a written offer specifying the price and detailing the terms of any such sale, including any owner financing. In the event Tenant receives a written offer to sell the building and/or structures on the Premises from a third party, which Tenant wishes to accept, prior to the end of the Lease term, Tenant shall give notice to Landlord, and such notice shall include a copy of the third party's written offer. Landlord shall have thirty days after receipt of such notice to match the third party's written offer, Landlord and Tenant shall close such transaction on the terms of the third party's offer. If Landlord does not match the third party's written offer, Tenant may sell to the third party identified in the written offer, on the terms of such written offer, subject to all other requirements of this Lease. If, however, the sale to the identified third party does not close on the exact terms identified in the written offer, Tenant shall be obligated to re-offer said buildings and/or structures to Landlord on the changed terms. The failure of Landlord to exercise its right of first refusal on one written offer shall not be deemed a waiver as to future offers if the written offer tendered to Landlord is not fully consummated by the third party identified in the written offer.

37. <u>Notice of Proposed Construction</u>. Tenant shall file all applicable forms including FAA Form 7460-1 with the Federal Aviation Administration at least 30 days prior to the date of proposed construction and any others requested thereof within the guidelines issued from the FAA.

38. <u>Completion of improvement. Tenant agrees to complete the improvements in compliance</u> with all terms of this Lease. Should Tenant fail to complete construction of the improvements pursuant to the terms of this Lease, Tenant agrees to pay Landlord the sum of monies as shall be necessary for Landlord, or its designee, to satisfactorily complete the improvements. Such monies shall be paid to Landlord within thirty (30) days from receipt of invoice.

39. <u>Site Plan.</u> Where reference is made in this Lease to a plot plan or site plan, it is understood and agreed between the parties that such plan must include as a minimum those matters hereinafter set forth and shall be in the form of a scale drawing of the entire Premises with all those matters set forth to scale and legible thereon:

- a. Location of all structures and sizes thereof, together with size and location of any future structures, which may be placed on the Premises;
- b. Location of all roads, driveways, entrances, and exits;
- c. Location of all parking areas and description of method of delineating such areas by curbs or other methods;
- d. Location of all utilities and, in case of underground utilities, mention thereof;
- e. Interior and exterior drainage;
- f. Location and type of all fencing and gates;
- g. Site and exterior building lighting;
- h. Location of taxiway ingress and egress.
- i. Any changes will be memorialized on subsequent site plan(s).

40. <u>Legal Description</u>. At the completion of any building or structure, Tenant is responsible for providing Landlord with a surveyed legal description of the site including its improvements, structures, and location of utilities. If CAD or shape files are available, they shall be shared with the Landlord at no additional cost to Landlord. If the legal description is greater than 5% or less than 5% of the square footage of the building or structure, the legal description shall be used to compute land lease fees effective with the effective date of this Lease.

(Signatures are on the following page.)

The forgoing Lease is entered into on the date signed by the Landlord.

TENANT: BMPANY RANK UNIFI By: Its: 2020 Date:

LANDLORD:

ATTEST:

ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS Adams County Attorney's Office Approved to form:

By: _____ Chair By:

County Attorney's Office

Date:

<u>Tenant</u> - Lucien Frank, a Colorado company, located at 6312 S, Fiddlers Green Cir 300E, Greenwood Village, CO 80111.

<u>Section 1</u> - Lease and Description: 5275 Front Range Parkway, Watkins, Colorado 80137, sixtysix thousand, nine hundred and thirty (66,930) square feet ("Premises")

Section 3 - Hangar Construction as shown on Exhibit "B" (Hangar site 1 on diagram):

1 Hangar – two hundred (200) feet by two hundred and sixty-one (261) feet.

1 Apron – (Dimensions to be determined) north apron.

1 Parking lot- (Dimensions to be determined) south vehicle parking lot.

1 Road extension to hangar- (Dimensions to be determined).

NOTE: All aprons and taxiways will be capable of supporting Aircraft Design Group III.

<u>Section 5</u> - Term: Initial Term shall be forty (40) years commencing upon the fully executed date of this contract and expiring at midnight forty (40) years later.

<u>Section 6</u> - Rent: The initial rent payment shall accrue at the issuance of the Building Permit, or one hundred twenty (120) days after the effective date of the Lease, whichever comes first, and shall be paid immediately thereafter

Initial Rent payment will be prorated based on the above described issuance of Building Permit or 120 days from the effective date of this Lease at the rate of (\$ 24,094.80 /365 days X days remaining in the calendar year otherwise known as days from the Initial Rent payment effective date to 12/31/2020)

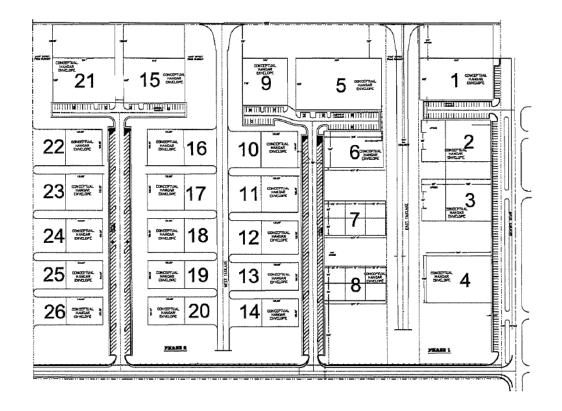
Rent for all following years is due and payable on January 1st of each year at the full lease rate of twenty four thousand ninety-four and 80\100 (\$24,094.80) dollars computed at the annual rate of thirty-six cents (\$0.36) per square foot, times the building footprint of two hundred sixty one (261) feet by two hundred (200) feet plus fifteen (15) feet on all four sides or sixty-six thousand, nine hundred and thirty (66,930) square feet as shown on Exhibit "B".

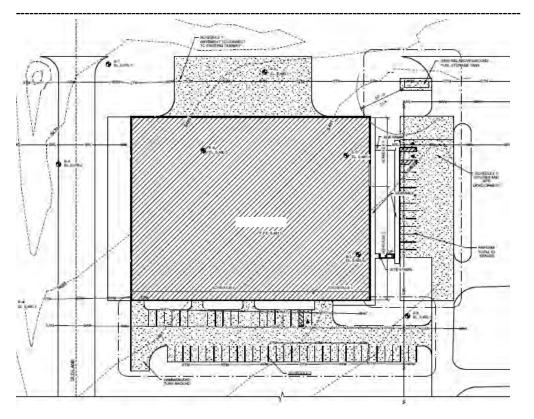
<u>Section 11</u> - The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per Section 11 of this Lease and otherwise, will be the building footprint plus all parking and apron areas.

Section 23 - Notices to Tenant:

Lucien Frank 6312 S Fiddlers Green Cir 300E Greenwood Village, CO 80111

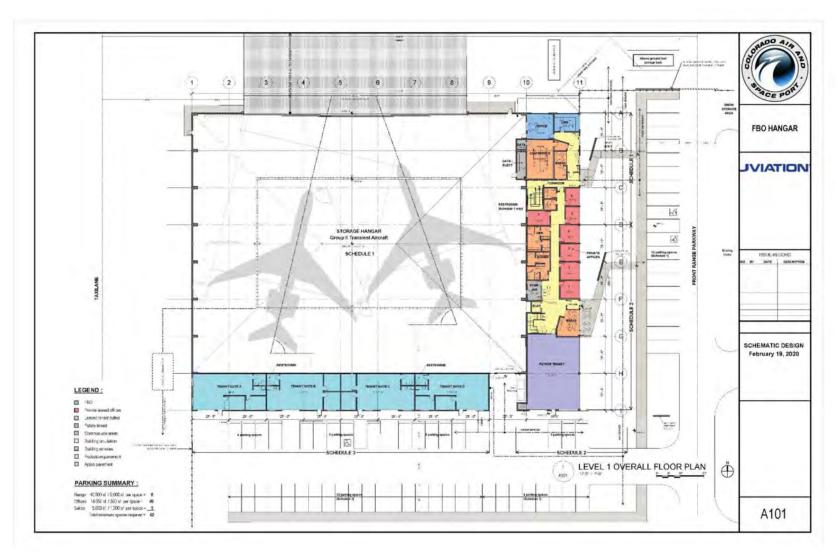
EXHIBIT "B" Premises – Module 2 Diagram and Site Plan – Site 1 on diagram





SCHEMATIC DESIGN DRAWING—FIRST FLOOR (Update with new Schematic when available)

SCHEMATIC DESIGN DRAWING—SECOND FLOOR



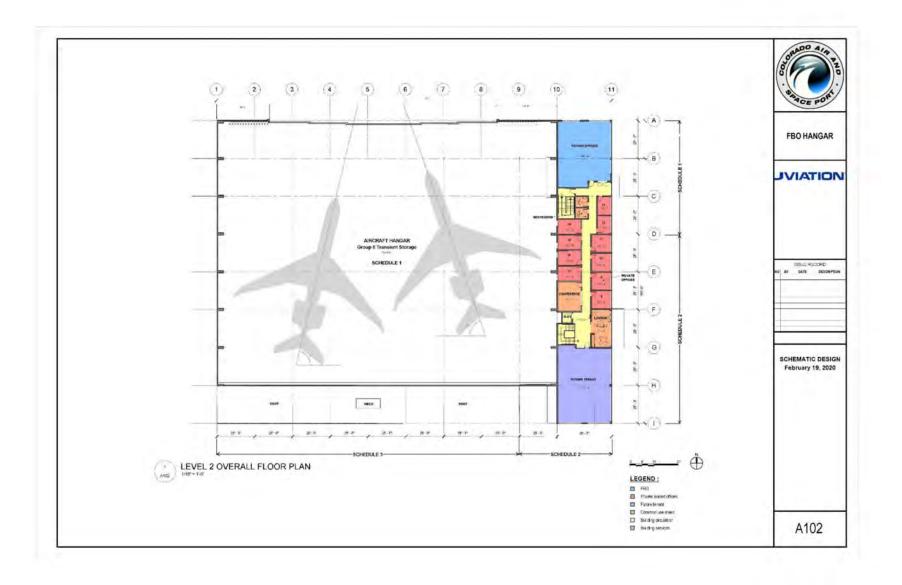


Exhibit C Page 1 of 3 INSURANCE

The Tenant and all Based Businesses will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. <u>Comprehensive General Liability</u>

In the amount of not less than two million dollars combined single limit. Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Colorado Air and Space Port (CASP) and Adams County as Additional Insured
- E. Waiver of Subrogation in favor of CASP and Adams County
- II. <u>Comprehensive Automobile Liability</u>

In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage.

Coverage to include:

- A. Colorado Air and Space Port (CASP) and Adams County as Additional Insured
- B. Waiver of Subrogation in favor of CASP and Adams County

III. <u>Employers Liability, Worker's Compensation and Unemployment Insurance</u>

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under this contract. Coverage to include:

- Waiver of Subrogation in favor of CASP and Adams County
- IV. Businesses owning or leasing aircraft for business purposes at Front Range Airport must supply Certificates of Insurance for the following insurance coverages:
 - Aircraft Liability \$1,000,000.00 per occurrence
- V. Businesses leasing a major maintenance approved hangar from CASP must supply Certificates of Insurance for the following insurance coverages:
 - Hangarkeeper's Liability \$1,000,000.00 per occurrence

Exhibit C Page 2 of 3

- VI. Tenants leasing offices, tie-down spaces, or hangar space from CASP are not required to supply Certificates of Insurance; however, Tenants, by signing lease agreements, agree that the following insurance coverage will be maintained:
 - Insurance coverage, as required by the State of Colorado, as may be amended, for lessee vehicles operating on the Airport Operating Area (AOA) of CASP. Lessee shall also guarantee that Lessee's guests have minimum insurance coverage as follows:
 - \$50,000 Bodily Injury, \$100,000 Per Incident, and \$30,000 Property Damage.

The limits outlined in this Schedule are the minimum required to operate at CASP. CASP strongly recommends that all Operators secure higher limits of liability coverage.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include that the tenant's policy is primary and will not seek contributions from the Landlord and that the Colorado Air and Space Port is listed as "additional insured". The name of the Lease, address and expiration date must appear on the certificate of insurance.

Certificate Wording: Colorado Air and Space Port and Adams County and all of its board, officers, employees and agents are included as additional insureds on a primary and non-contributory basis on all applicable policies listed on this certificate. A waiver of subrogation is extended to CASP and Adams County on all applicable policies listed on this certificate.

- a. Underwriters shall have no right of recovery or subrogation against CASP; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- b. The clause entitled "Other Insurance Provisions" contained in any policy including CASP as an additional named insured shall not apply to CASP.
- c. The insurance companies issuing the policy or policies shall have no recourse against CASP for payment of any premiums due or for any assessments under any form or any policy.
- d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Exhibit C Page 3 of 3

e. All insurance coverage shall be placed with insurance companies having no less than an A- AM Best Rating.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

RESOLUTION 07-01 TO APPROVE INCREASE IN WATER AND SEWER CONNECTION FEES AND USAGE RATES FOR WATER & WASTEWATER SERVICES SUPPLIED BY THE FRONT RANGE AIRPORT

WHEREAS, the Front Range Airport Authority (the "Authority) was created pursuant to the Public Airport Authority Act, Article 3 of Tile 41, Colorado Revised Statutes, in September 27, 1982, by the Board of County Commissioners of Adams County; and,

WHEREAS, the Authority has constructed and financed a general aviation airport (the "Airport") in Adams County, Colorado; and,

WHEREAS, the Authority and the County are authorized by the law to enter into contracts and agreements affecting the affairs of the Airport; and,

WHEREAS, the Authority has constructed and maintains water and sewer systems on the Airport for the benefit of its users; and,

WHEREAS, the Airport has collected approximately \$221,982 in water and sewer tap fees as of December 8, 2006, and has funded \$1,861,234 in capital projects for water and sewer systems; and,

WHEREAS, an increase in tap fees is necessary for the Authority to plan and fund future water and sewer capital projects.

NOW THEREFORE, BE IT RESOLVED that the Front Range Airport Authority approves the following increase in water and sewer connection fees to be effective February 1, 2007:

Water

3/4 inch	\$ 9,288 + \$130/fixture
1 inch	\$ 17,780 + \$130/fixture
1.5 inch	\$ 39,199 + \$130/fixture
2 inch	\$ 70,172 + \$130/fixture
3 inch	\$154,828 + \$130/fixture
4 inch	\$295,461 + \$130/fixture

Sewer (based on water pipe size)

1/4 inch	\$ 9,288 + \$130/fixture
1 inch	\$ 17,780 + \$130/fixture
1.5 inch	\$ 39,199 + \$130/fixture
2 inch	\$ 70,172 + \$130/fixture
3 inch	\$154,828 + \$130/fixture
4 inch	\$295,461 + \$130/fixture

8 inch or greater sewer connection requires a negotiated connection fee.

Page 1 of 2

EXHIBIT "D" Tap fees Page 2 of 2

NOTE:

Connection fees will be paid in full prior to tapping airport's water and sewer lines,

Connection fees are determined by the size of the domestic water supply size, excluding fire suppression connections.

FURTHER BE IT RESOLVED that the following rate increases will be effective February 1, 2007 for water usage and sewage disposal in the Front Range Airport water & sewer system:

 Monthly Water Usage Rates

 (per 1,000 gallons)

 0 to 4,999
 \$ 6.67

 5,000 to 19,999
 \$ 9.17

 20,000 to 49,999
 \$ 11.17

 50,000+
 \$ 15.17

Monthly Sewer Usage Rates

(per 1,000 gations)	and the second sec
Base Charge*	\$ 5.50 per bathroom
* 500 gallons per m	nonth per bathroom*
501 to 4,999	\$2.00 per 1,000 gallons
5,000 to 19,999	\$2.50 per 1,000 gallons
20,000 to 49,999	\$3.00 per 1,000 gallons
50,000+	\$3.50 per 1,000 gallons

*Bathroom is calculated as any three fixtures that are connected to the Airport's sewage system.

Water used for purposes of construction and prior to the issuance of a certificate of occupancy shall be charged the 0-4,999 per thousand flat rate of \$6.67, as increased from time to time by the City of Aurora.

Adopted this 14th day of February 2007.

Samus Tace

Larry W. Pace, Chair Front Range Airport Authority



Attest

Dennis R. Heap, Clerk

Page 2 of 2



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 21, 2020
SUBJECT: Land Lease
FROM: Jeri Coin, on behalf of D. E. Ruppel, Director, Air and Space Port
AGENCY/DEPARTMENT: Colorado Air and Space Port
HEARD AT STUDY SESSION ON: July 14, 2020 AIR
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves a resolution with for a Land Lease with Lucien Frank

BACKGROUND:

The Colorado Air and Space Port ("Landlord") has a vacant parcel, at 5280 Violet Hill Street, Watkins, Colorado 80136. Lucien Frank ("Tenant") would like to lease the parcel and operate a commercial aircraft hangar on it. The Landlord would like to lease the parcel to the Tenant under the terms and conditions of the attached Land Lease Agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office Facilities & Fleet Management

ATTACHED DOCUMENTS:

- 1. Resolution
- 2. Land Lease Agreement

FISCAL IMPACT:

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

Fund: 43

Cost Center: 4302, 4316

	Object	Subledger	Amount
	Account		
Current Budgeted Revenue 4302:	6440.02		\$416,340.00
Current Budgeted Revenue 4316:	6406.01		0.00
Current Budgeted Revenue 4316:	6406.02		0.00
Additional Revenue not included in Current Budget 4302:	6440.02		6,072.92
Additional Revenue not included in Current Budget 4316:	6406.01		75,112.00
Additional Revenue not included in Current Budget 4316:	6406.02		75,112.00
Total Revenues:			562,756.92

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

New FTEs requested:	YES	NO NO

Future Amendment Needed:	YES	🛛 NO
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<u>Additional Note:</u> Calculation of 2020 Land Lease: Using July 1, 2020 as the Lease signature date, per drafted Lease:

\$24,094.80 / 365D = \$66.0131 Land Lease 2020 \$6,072.92 October 1 – December 31, 2020 \$66.01 x 92D = \$6,072.92

Calculation of Water Tap Fees: 2 inch = \$70, 17238 Fixtures x \$130 = \$4,940

Calculation of Sewer Tap Fees: 2 inch = \$70, 17238 Fixtures x \$130 = \$4,940

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING LAND LEASE AGREEMENT BETWEEN ADAMS COUNTY AND LUCIEN FRANK COMPANY

Resolution 2020-

WHEREAS, Adams County is a body corporate and politic that owns and operates an air and space port known as Colorado Air and Space Port ("Landlord"); and,

WHEREAS, on August 17, 2018, the Federal Aviation Administration (FAA) issued a launch site license to Adams County, Colorado and the Adams County Commissioners officially changed the facility's name from Front Range Airport to Colorado Air and Space Port; and,

WHEREAS, the Landlord has vacant land, located on the airport at 5280 Violet Hill Street, Watkins, Colorado 80137; and,

WHEREAS, Lucien Frank Company ("Tenant") would like to lease, and operate a commercial aircraft hangar building on this parcel; and,

WHEREAS, the Landlord would like to lease the parcel to the Tenant under the terms and conditions of the attached Land Lease Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the attached Land Lease Agreement between Adams County and Lucien Frank Company, is hereby approved.

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

LAND LEASE

This Lease ("Lease") is made effective this _____day of ______, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Colorado Air and Space Port, and Tenant, as described in Exhibit A attached hereto and incorporated herein, ("Tenant").

Adams County owns and operates the Colorado Air and Space Port ("Airport"), located at 5200 Front Range Parkway, Watkins, Colorado 80137, in Adams County, Colorado.

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. <u>Lease and Description</u>. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Colorado Air and Space Port, Adams County, Colorado, described in Exhibit A – Lease and Description Premises ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit B and incorporated herein. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.

2. <u>Business Purpose</u>. The Premises shall be used for air and space craft storage, maintenance, and other aviation and aerospace uses. This is a commercial aircraft hangar building under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The aircraft hangar building, and the leasehold interest created hereby are to be used solely for aeronautical and aerospace-related purposes, including but not limited to parking, storing, and maintaining air and space craft, and other activities associated with air and space craft ownership. Air and space craft stored in the hangar must meet the Taxilane Object Free Area Width for airplanes in Design Group III as defined in FAA AC150/5300-13 Airport Design\Chapter 4., Taxiway and Taxilane Design, nor exceed a wingspan of 118 feet. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Colorado Air and Space Port, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. <u>Hangar Construction</u>. Tenant shall construct the Buildings and Improvements as noted in Exhibit A - Hangar Construction. Nothing in this Lease shall be interpreted as granting any land use approvals for hangar construction or Tenant's use of the Premises. Tenant shall be solely responsible, at its sole cost, for applying for and receiving any necessary land use approvals and/or permits from the jurisdiction with land use authority and/or the FAA, including, but not limited to, building permits, grading permits, stormwater approvals, and any other land use approval. The Colorado Air and Space Port has limited ability to accommodate increases in stormwater, and Landlord retains sole discretion whether to accept any increases in stormwater proposed by Tenant for Tenant's hangar and other use of the Premises.

- 4. Landlord agrees to the following:
 - a. Subject to applicable land use requirements, Tenant may import construction fill dirt from a location designated by Landlord at no cost for the fill dirt. However, Landlord does not guarantee or otherwise reserve this material and will not be liable if it is unavailable.
 - b. Tap fees for water and sewer taps will be paid within the first year of the Lease. Further, Tenant understands and agrees that water is provided on a contract basis from a source outside of the Landlord's control. Landlord will not be obligated to provide water if the source contract is not renewed.
 - c. Landlord will allow hangar(s) associated with this Lease to be solicited with its available hangar listings but shall not be obligated to provide such service.
 - d. Listing language must be acceptable to Landlord.

5. <u>Term</u>. The initial term of this Lease is set forth in Exhibit A - Term. Thereafter, two (2) additional five (5) year renewal terms may be offered at the Landlord's sole discretion provided the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Colorado Air and Space Port, and the Landlord has determined that the building is in, acceptable condition.

6. <u>Rent</u>. The rent for the Premises shall be as set forth in Exhibit A - Rent. Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay a late charge equal to five percent (5%) of the rent due and any accrued late charges for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date.

a. <u>Future Rental Periods.</u> Commencing the fourth year of the Lease, and every year thereafter, the annual rental sum shall be increased by 3% and shall be calculated using square feet as shown on Exhibit A, the Premises. It is understood that if the Landlord performs a market study for lease rates and the Lease rate falls 15% below the then determined market rate, then Landlord shall issue notice to Tenant of the new market rent rate which will then be due from Tenant within 60 days or the next scheduled rental payment whichever is longer.

7. <u>Assignment of Lease</u>. The Tenant may sublease or sell hangar space for the purpose described in Section 2, above, for a term and under such terms and under conditions as the Tenant may determine in its sole discretion, provided: (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably withheld; (2) the Tenant provides the Landlord and maintains and issues annually or as change occurs, whichever is sooner, a current list of the names, addresses and telephone numbers of subtenants and or purchasers and their aircraft registration numbers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

8. <u>Utilities.</u> Tenant hereby covenants and agrees to pay all monthly or other regular charges for gas, electricity, and water, and for all other public utilities which shall be used in or charged against the Premises during the full term of this Lease.

9. <u>Taxes</u>. The Tenant shall pay all property and other taxes that are assessed against the Premises.

10. <u>Occupancy</u>. The Premises shall not be occupied or used for any purpose until a Certificate of Occupancy is issued for any building constructed thereon. Occupancy of the premises shall at all times comply with applicable zoning and or ordinances of the authorities having jurisdiction of the site or the Occupancy may be deemed as a breach of the Tenant's obligations of this lease.

11. <u>Repair and Maintenance</u>.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly, and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of Section 27 below shall apply.

c. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

d. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be solely responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

e. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved and concrete areas of the Premises.

f. Pavement: At its sole expense, the Tenant shall repair and maintain all paved or concrete areas of the Premises and their subsurfaces in a safe and structurally sound condition.

12. <u>Use</u>. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose or any purpose beyond the scope of Section 2.

13. <u>Liens and Insolvency</u>. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee, or other liquidator is appointed for the Tenant, the Landlord may terminate this Lease.

14. <u>Rent After Default</u>. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

15. <u>Access</u>. The Tenant shall allow the Landlord and/or its agent's access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

16. <u>Liability Insurance</u>. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "C" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall deem the Tenant's policy to be primary and not seek contribution of any kind from Landlord and shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

17. <u>Accidents - Indemnity</u>. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

18. <u>Fire Insurance</u>. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall be primary and not seek contribution from the Landlord and further shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

19. <u>Casualty Loss – Application of Proceeds</u>. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in Section 16, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

20. <u>Condemnation</u>. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall compensate the Tenant for the value of the remaining original Lease term, if the condemnation occurs during that term, and for the value of the remaining then-current Lease term extension, if the condemnation occurs during a Lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties.

21. <u>Tenant's Right of Cancellation</u>. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in Section 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

22. <u>Removal of Improvements</u>. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements made to the Premises, except for any pavement, asphalt, or concrete that may exist on the Premises at the time of termination. Removal shall be coordinated with Landlord so as to not leave any unwanted debris and or improperly terminated utilities. Alternatively, and at Landlord's sole option and upon written notice from Landlord to Tenant exercising said option, Tenant shall convey the improvements to Landlord at market value. Any improvements not removed by Tenant upon termination of this Lease, and not conveyed to Landlord as set forth in this section, shall be deemed abandoned and may be disposed of by Landlord at Tenant's sole cost.

23. <u>Notices</u>. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

Director Colorado Air and Space Port 5200 Front Range Parkway Watkins, Colorado 80137

With a Copy To:

Adams County Attorney's Office 4430 South Adams County Parkway, C5000B Brighton, CO 80601

Adams County Facilities & Fleet Management Attn: Project Manager – Land & Assets 4430 South Adams County Parkway, C1700 Brighton, CO 80601 <u>nbeauprez@adcogov.org</u> 720-523-6060

<u>TENANT</u> See Exhibit A – Notices to Tenant.

or to such other addresses as the parties may designate to each other in writing.

24. <u>Governmental Fees</u>. All fees due under applicable law to any city, county or state on account of any inspection made of the Premises shall be paid by the Tenant.

25. <u>Signs</u>. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the hangar containing the hangar number, street address and language similar to a "no parking" sign.

26. <u>Mailboxes</u>. Mailboxes as approved by the United States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

27. <u>Default and Re-Entry</u>. Unless resulting from events described in Sections 18 or 19, above, the Tenant's violation of any of its obligations hereunder other than failure to pay rent shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. In the event Tenant fails to pay rent within ten days of the due date, Landlord shall have the right to evict the Tenant pursuant to Colorado law, including obtaining Landlord's attorney fees and costs.

28. <u>Non-waiver of Breach</u>. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

29. <u>Holding Over</u>. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

30. <u>Landlord's Warranties</u>. The Landlord warrants that it is the owner of the Premises and, to the extent of Landlord's actual knowledge, the Premises is not contaminated by hazardous substances.

31. <u>Hazardous Substances.</u> The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes. Tenant shall transport, use, store and dispose of fuel petroleum products, and all other materials, including but not limited to hazardous materials, owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, laws, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so the Landlord may take any reasonable and appropriate action in the Tenant's stead. The Tenant shall pay the cost of such remedial action by the Landlord.

32. <u>Motor Vehicle Parking</u>. Motor vehicles shall be parked only within designated parking areas.

33. <u>Aircraft Parking</u>. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar.

34. <u>Jurisdiction and Venue</u>. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

35. <u>Indemnification</u>. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Colorado Air and Space Port, including the Premises.

36. <u>Right of First Refusal to Purchase Buildings and Structures Prior to the End of the Lease</u> <u>Term</u>. Tenant shall not sell the buildings or structures on the Premises unless it receives a written offer specifying the price and detailing the terms of any such sale, including any owner financing. In the event Tenant receives a written offer to sell the building and/or structures on the Premises from a third party, which Tenant wishes to accept, prior to the end of the Lease term, Tenant shall give notice to Landlord, and such notice shall include a copy of the third party's written offer. Landlord shall have thirty days after receipt of such notice to match the third party's written offer, Landlord and Tenant shall close such transaction on the terms of the third party's offer. If Landlord does not match the third party's written offer, Tenant may sell to the third party identified in the written offer, on the terms of such written offer, subject to all other requirements of this Lease. If, however, the sale to the identified third party does not close on the exact terms identified in the written offer, Tenant shall be obligated to re-offer said buildings and/or structures to Landlord on the changed terms. The failure of Landlord to exercise its right of first refusal on one written offer shall not be deemed a waiver as to future offers if the written offer tendered to Landlord is not fully consummated by the third party identified in the written offer.

37. <u>Notice of Proposed Construction</u>. Tenant shall file all applicable forms including FAA Form 7460-1 with the Federal Aviation Administration at least 30 days prior to the date of proposed construction and any others requested thereof within the guidelines issued from the FAA.

38. <u>Completion of improvement. Tenant agrees to complete the improvements in compliance</u> with all terms of this Lease. Should Tenant fail to complete construction of the improvements pursuant to the terms of this Lease, Tenant agrees to pay Landlord the sum of monies as shall be necessary for Landlord, or its designee, to satisfactorily complete the improvements. Such monies shall be paid to Landlord within thirty (30) days from receipt of invoice.

39. <u>Site Plan.</u> Where reference is made in this Lease to a plot plan or site plan, it is understood and agreed between the parties that such plan must include as a minimum those matters hereinafter set forth and shall be in the form of a scale drawing of the entire Premises with all those matters set forth to scale and legible thereon:

- a. Location of all structures and sizes thereof, together with size and location of any future structures, which may be placed on the Premises;
- b. Location of all roads, driveways, entrances, and exits;
- c. Location of all parking areas and description of method of delineating such areas by curbs or other methods;
- d. Location of all utilities and, in case of underground utilities, mention thereof;
- e. Interior and exterior drainage;
- f. Location and type of all fencing and gates;
- g. Site and exterior building lighting;
- h. Location of taxiway ingress and egress.
- i. Any changes will be memorialized on subsequent site plan(s).

40. <u>Legal Description</u>. At the completion of any building or structure, Tenant is responsible for providing Landlord with a surveyed legal description of the site including its improvements, structures, and location of utilities. If CAD or shape files are available, they shall be shared with the Landlord at no additional cost to Landlord. If the legal description is greater than 5% or less than 5% of the square footage of the building or structure, the legal description shall be used to compute land lease fees effective with the effective date of this Lease.

(Signatures are on the following page.)

The forgoing Lease is entered into on the date signed by the Landlord.

TENANT: BMPANY RANK UNIFI By: Its: 2020 Date:

LANDLORD:

ATTEST:

ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS Adams County Attorney's Office Approved to form:

By: _____ Chair By:

County Attorney's Office

Date:

Exhibit A

<u>Tenant</u> - Lucien Frank, a Colorado company, located at 6312 S, Fiddlers Green Cir 300E, Greenwood Village, CO 80111.

<u>Section 1</u> - Lease and Description: 5280 Violet Hill Street, sixty-six thousand, nine hundred and thirty (66,930) square feet ("Premises")

Section 3 - Hangar Construction as shown on Exhibit "B" (Hangar site 5 on diagram):

1 Hangar – two hundred (200) feet by two hundred and sixty-one (261) feet.

1 Apron – (Dimensions to be determined) north apron.

1 Parking lot- (Dimensions to be determined) south vehicle parking lot.

1 Road extension to hangar- (Dimensions to be determined).

NOTE: All aprons and taxiways will be capable of supporting Aircraft Design Group III.

<u>Section 5</u> - Term: Initial Term shall be forty (40) years commencing upon the fully executed date of this contract and expiring at midnight forty (40) years later.

<u>Section 6</u> - Rent: The initial rent payment shall accrue at the issuance of the Building Permit, or one hundred twenty (120) days after the effective date of the Lease, whichever comes first, and shall be paid immediately thereafter

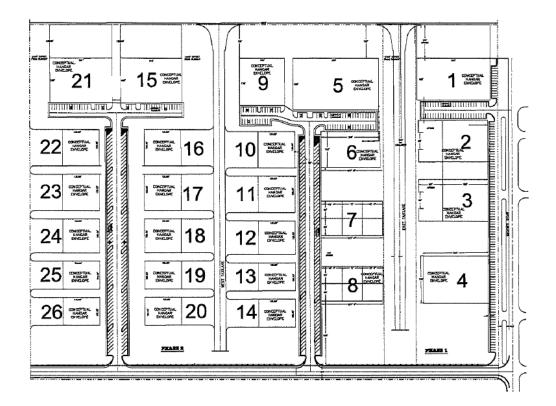
Initial Rent payment will be prorated based on the above described issuance of Building Permit or 120 days from the effective date of this Lease at the rate of (\$24,094.80 /365 days X days remaining in the calendar year otherwise known as days from the Initial Rent payment effective date to 12/31/2020)

Rent for all following years is due and payable on January 1st of each year at the full lease rate of twenty four thousand ninety-four and 80\100 (\$24,094.80) dollars computed at the annual rate of thirty-six cents (\$0.36) per square foot, times the building footprint of two hundred sixty one (261) feet by two hundred (200) feet plus fifteen (15) feet on all four sides or sixty-six thousand, nine hundred and thirty (66,930) square feet as shown on Exhibit "B".

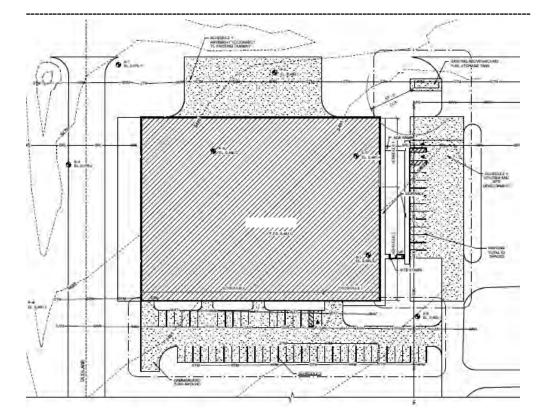
<u>Section 11</u> - The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per Section 11 of this Lease and otherwise, will be the building footprint plus all parking and apron areas.

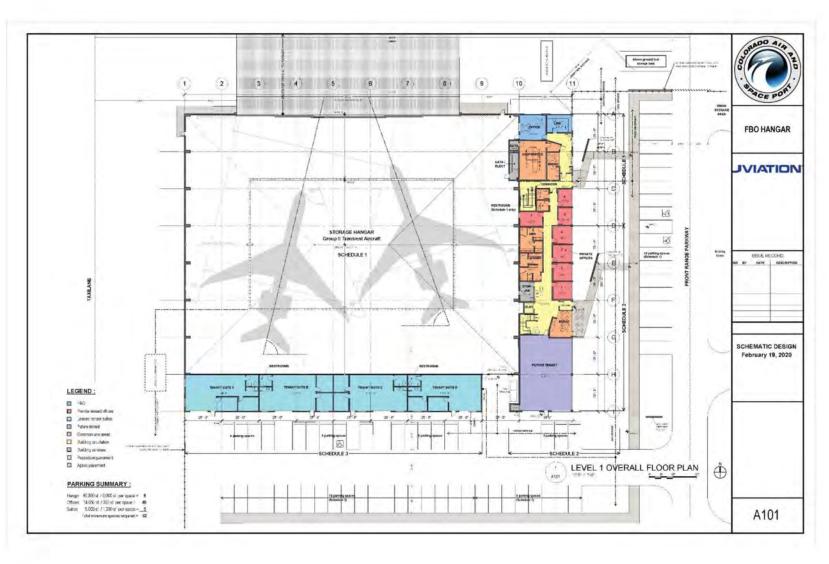
Section 23 - Notices to Tenant:

Lucien Frank 6312 S Fiddlers Green Cir 300E Greenwood Village, CO 80111

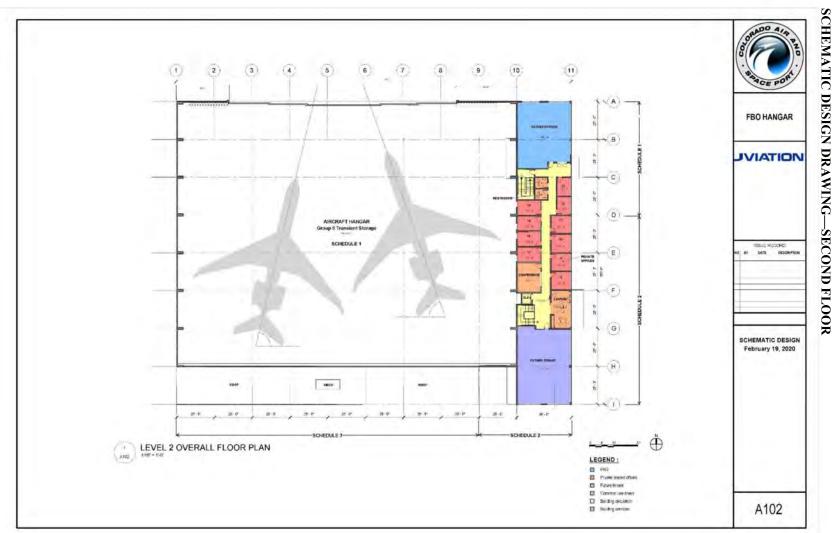












SCHEMATIC DESIGN DRAWING—SECOND FLOOR

Exhibit C Page 1 of 3 INSURANCE

The Tenant and all Based Businesses will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. <u>Comprehensive General Liability</u>

In the amount of not less than two million dollars combined single limit. Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Colorado Air and Space Port (CASP) and Adams County as Additional Insured
- E. Waiver of Subrogation in favor of CASP and Adams County
- II. <u>Comprehensive Automobile Liability</u>

In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage.

Coverage to include:

- A. Colorado Air and Space Port (CASP) and Adams County as Additional Insured
- B. Waiver of Subrogation in favor of CASP and Adams County

III. <u>Employers Liability, Worker's Compensation and Unemployment Insurance</u>

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under this contract. Coverage to include:

- Waiver of Subrogation in favor of CASP and Adams County
- IV. Businesses owning or leasing aircraft for business purposes at Front Range Airport must supply Certificates of Insurance for the following insurance coverages:
 - Aircraft Liability \$1,000,000.00 per occurrence
- V. Businesses leasing a major maintenance approved hangar from CASP must supply Certificates of Insurance for the following insurance coverages:
 - Hangarkeeper's Liability \$1,000,000.00 per occurrence

Exhibit C Page 2 of 3

- VI. Tenants leasing offices, tie-down spaces, or hangar space from CASP are not required to supply Certificates of Insurance; however, Tenants, by signing lease agreements, agree that the following insurance coverage will be maintained:
 - Insurance coverage, as required by the State of Colorado, as may be amended, for lessee vehicles operating on the Airport Operating Area (AOA) of CASP. Lessee shall also guarantee that Lessee's guests have minimum insurance coverage as follows:
 - \$50,000 Bodily Injury, \$100,000 Per Incident, and \$30,000 Property Damage.

The limits outlined in this Schedule are the minimum required to operate at CASP. CASP strongly recommends that all Operators secure higher limits of liability coverage.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include that the tenant's policy is primary and will not seek contributions from the Landlord and that the Colorado Air and Space Port is listed as "additional insured". The name of the Lease, address and expiration date must appear on the certificate of insurance.

Certificate Wording: Colorado Air and Space Port and Adams County and all of its board, officers, employees and agents are included as additional insureds on a primary and non-contributory basis on all applicable policies listed on this certificate. A waiver of subrogation is extended to CASP and Adams County on all applicable policies listed on this certificate.

- a. Underwriters shall have no right of recovery or subrogation against CASP; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- b. The clause entitled "Other Insurance Provisions" contained in any policy including CASP as an additional named insured shall not apply to CASP.
- c. The insurance companies issuing the policy or policies shall have no recourse against CASP for payment of any premiums due or for any assessments under any form or any policy.
- d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Exhibit C Page 3 of 3

e. All insurance coverage shall be placed with insurance companies having no less than an A- AM Best Rating.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

RESOLUTION 07-01 TO APPROVE INCREASE IN WATER AND SEWER CONNECTION FEES AND USAGE RATES FOR WATER & WASTEWATER SERVICES SUPPLIED BY THE FRONT RANGE AIRPORT

WHEREAS, the Front Range Airport Authority (the "Authority) was created pursuant to the Public Airport Authority Act, Article 3 of Tile 41, Colorado Revised Statutes, in September 27, 1982, by the Board of County Commissioners of Adams County; and,

WHEREAS, the Authority has constructed and financed a general aviation airport (the "Airport") in Adams County, Colorado; and,

WHEREAS, the Authority and the County are authorized by the law to enter into contracts and agreements affecting the affairs of the Airport; and,

WHEREAS, the Authority has constructed and maintains water and sewer systems on the Airport for the benefit of its users; and,

WHEREAS, the Airport has collected approximately \$221,982 in water and sewer tap fees as of December 8, 2006, and has funded \$1,861,234 in capital projects for water and sewer systems; and,

WHEREAS, an increase in tap fees is necessary for the Authority to plan and fund future water and sewer capital projects.

NOW THEREFORE, BE IT RESOLVED that the Front Range Airport Authority approves the following increase in water and sewer connection fees to be effective February 1, 2007:

Water

3/4 inch	\$ 9,288 + \$130/fixture
1 inch	\$ 17,780 + \$130/fixture
1.5 inch	\$ 39,199 + \$130/fixture
2 inch	\$ 70,172 + \$130/fixture
3 inch	\$154,828 + \$130/fixture
4 inch	\$295,461 + \$130/fixture

Sewer (based on water pipe size)

1/4 inch	\$ 9,288 + \$130/fixture
1 inch	\$ 17,780 + \$130/fixture
1.5 inch	\$ 39,199 + \$130/fixture
2 inch	\$ 70,172 + \$130/fixture
3 inch	\$154,828 + \$130/fixture
4 inch	\$295,461 + \$130/fixture

8 inch or greater sewer connection requires a negotiated connection fee.

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EXHIBIT "D" Tap fees Page 2 of 2

NOTE:

Connection fees will be paid in full prior to tapping airport's water and sewer lines,

Connection fees are determined by the size of the domestic water supply size, excluding fire suppression connections.

FURTHER BE IT RESOLVED that the following rate increases will be effective February 1, 2007 for water usage and sewage disposal in the Front Range Airport water & sewer system:

 Monthly Water Usage Rates

 (per 1,000 gallons)

 0 to 4,999
 \$ 6.67

 5,000 to 19,999
 \$ 9.17

 20,000 to 49,999
 \$ 11.17

 50,000+
 \$ 15.17

Monthly Sewer Usage Rates

(per 1,000 gations)	and the second sec
Base Charge*	\$ 5.50 per bathroom
* 500 gallons per m	nonth per bathroom*
501 to 4,999	\$2.00 per 1,000 gallons
5,000 to 19,999	\$2.50 per 1,000 gallons
20,000 to 49,999	\$3.00 per 1,000 gallons
50,000+	\$3.50 per 1,000 gallons

*Bathroom is calculated as any three fixtures that are connected to the Airport's sewage system.

Water used for purposes of construction and prior to the issuance of a certificate of occupancy shall be charged the 0-4,999 per thousand flat rate of \$6.67, as increased from time to time by the City of Aurora.

Adopted this 14th day of February 2007.

Samus Tace

Larry W. Pace, Chair Front Range Airport Authority



Attest

Dennis R. Heap, Clerk

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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 21, 2020

SUBJECT: Adams County Head Start Year One of Five Continuation Grant application for 2020-2021

FROM: Katie Griego, Director of Human Services Department

AGENCY/DEPARTMENT: Human Services Department

HEARD AT STUDY SESSION ON: N/A

AUTHORIZATION TO MOVE FORWARD: VES NO

RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution approving the Adams County Head Start Year One of Five Continuation Grant application for 2020-2021

BACKGROUND:

Adams County Head Start (ACHS) is submitting a Year One of Five Continuation Grant application for November 1, 2020 - October 31, 2021. The Grant amount is \$4,600,627. These funds are being made available through the U.S. Department of Health and Human Services, Administration for Children and Families (ACF). This grant requires Adams County Head Start to provide a 20% match of in-kind totaling \$1,150,156.75 which will be obtained through volunteer time, state, and private funding, and donated goods and services. The total amount is \$5,750,783.75. The grant application is due to the Administration for Children and Families on July 30, 2020.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department Head Start and the U.S. Department of Health and Human Services

ATTACHED DOCUMENTS:

Resolution attached

FISCAL IMPACT:

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

Fund: 31

Cost Center: Various

	Object	Subledger	Amount
	Account		
Current Budgeted Revenue:	5230		\$4,600,627
Additional Revenue not included in Current Budget:			
Total Revenues:			\$4,600,627

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7000.9999		\$4,600,627
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$4,600,627

New FTEs requested:	YES	🛛 NO

Future Amendment Needed:	YES	🖂 NO
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Additional Note:

RESOLUTION APPROVING THE ADAMS COUNTY HEAD START YEAR ONE OF FIVE CONTINUATION GRANT APPLICATION FOR 2020 - 2021

WHEREAS, Adams County has a five-year federal grant from the U. S. Department of Health and Human Services, Administration for Children and Families ("ACF") for the Adams County Head Start Program; and,

WHEREAS, by means of the attached application Adams County Head Start wishes to apply for the Year One of Five Continuation Grant; and,

WHEREAS, the funds are being made available through "ACF" to Head Start programs.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Adams County Head Start Year One of Five Continuation Grant application be approved.

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

Human Services Department Head Start www.adcogov.org



Pete Mirelez Human Services Center 11860 Pecos Street Westminster, CO 80234 PHONE 720.523.4602 FAX 720.523.7991

July 21, 2020

Mark Heinert Office of Head Start, Region VIII Administration for Children & Families 999 18th Street, South Terrace, Ste 499 Denver, CO 80202

Re: Approval of Adams County Head Start U.S. Department of Health & Human Services Year One of Five Continuation Grant application for 2020-2021 (November 1, 2020 – October 31, 2021); 08CH010252

Dear Mr. Heinert,

As the Authorized Representative and Certifying Officer of the Adams County Board of County Commissioners on behalf of ACHS, I am writing to confirm that during a regularly scheduled Public Hearing session the Adams County Board of County Commissioners, ACHS governing board, approved the Adams County Head Start Year One of Five Continuation Grant application for 2020-2021 (November 1, 2020 – October 31, 2021).

Sincerely,

Emma Pinter, Chair Board of County Commissioners



Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco

BOARD OF COUNTY COMMISSIONERS

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 Mary Hodge

ADAMS COUNTY HEAD START BASELINE APPLICATION 80CH010252 2020-2025

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ADAMS COUNTY HEAD START BASELINE APPLICATION 80CH010252 SECTION I. PROGRAM DESIGN AND APPROACH TO SERVICE DELIVERY SUB-SECTION A: GOALS

Program Goals, Measurable Objectives, and Expected Outcomes: The program goals were developed using outcomes from the previous five year cycle and the community needs assessment (CA). The CA identified several risk factors adversely impacting family wellbeing. Head Start (HS) eligible families in Adams County (AC) communities are experiencing stressors potentially hindering their abilities as active participants in their children's academic and developmental success. Additionally, Policy Council (PC) parent representatives want parent engagement practices revisited due to low family participation.

Adams County Head Start (ACHS) has been evaluating the parent engagement paradigm and looking into new approaches that better align with the generation of families served, their hierarchy of needs, and more modern technological avenues to access educational opportunities. A potential outcome of this new reality is identifying creative approaches to increase parent engagement. Furthermore, this could present new program avenues to overcome barriers that impact family participation due to the current ineffective modalities of delivering these opportunities.

A program goal is to enhance family knowledge and discover engagement activities to maximize parents' and children's potential, thus promoting parent-child interaction and fostering positive long-lasting behaviors in children and family wellbeing. The PC and Board of County Commissioners (BOCC) provided input on the development of the goals, then reviewed and approved moving forward with them for the following five year grant cycle (See attachment: 5 Year Program Goal).

Data analysis and ongoing discussions regarding program planning led to the development of a goal focusing on increasing understanding of families living in poverty and how their worldview influences their family engagement practices. Discussions led to the idea of strengthening internal systems, enhancing existing family support, and providing child development and learning opportunities for families and children to work on skill development that will serve them beyond HS. Internal monitoring also prompted objectives focusing on professional development around poverty and its risk factors, enhancing leadership skills, and reshaping the family engagement approach to one that considers cultural, socioeconomic, and psychological factors that have the capacity to either help or stall families' well-being and children's academic success.

Additionally, staff feedback from annual strategic planning, highlighted the need to improve communication (See Attachment: Program Communication Goals). If this critical component of the program is strengthened, then families will benefit. Most importantly, strengthened communication helps build strong genuine relationships across departments.

Children from ACHS transition into five different school districts (SD). The program works with the SDs and participates in community-based efforts that support the wellbeing of HS eligible children and their families, including the county's early childhood council. Each SD provides guidance for kindergarten readiness to families and these align with the Colorado Early Learning and Development guidelines (CELDG). Adams County Head Start developed school readiness goals that align with the SD's framework, the CELDG, and Early Learning Outcomes Framework (ELOF). To ensure ACHS abides by the ELOF, the program has selected Teaching Strategies GOLD (TSG) as its assessment tool. This tool seamlessly aligns with the ELOF's outcomes and all these frameworks are used to guide the development of the program's school readiness goals (See Attachment: School Readiness Goals).

Previous program goals reporting for year 5: The program has 256 HS slots, 193 less than in years one and two of the grant cycle. This change impacted the baselines for some of the objective measures. The goals did not have changes or revisions.

<u>Program Goal 1</u>: Adams County Head Start will enhance comprehensive services to maximize children's potential to enter kindergarten with a successful academic and social emotional foundation.

<u>Objective 1:</u> Providing professional development for teaching staff to increase instructional support in their teaching practices will result in 64% of our teachers demonstrating a positive increase in their CLASS scores from fall to spring annually.

Although the program was unable to conduct CLASS observations in the spring because of the classroom closure necessitated by COVID19, the fall scores might indicate that similar, strong scores would be evident in the spring as well. Classroom Assessment Scoring System (CLASS) observations took place in the fall but not in the spring, due to the COVID19 related shutdown of classrooms. Therefore, the percentage increase for Objective 1 could not get calculated. However, the program can reflect on the professional development completed in 2019-2020 around improving CLASS scores. The program provided training on *You Belong Here: Inclusive Practices That Support Every Child's Learning and Development* which addressed supporting children in the classroom. It also focused on the CLASS dimensions in the Instructional Learning Format domain. Additionally, a teaching strategies training was provided on teaching intentionally in the interest areas. It also focused on the Instructional Learning Format domain, including student interest and variety of modalities and materials.

Other trainings were provided by the education coach including specifically addressing CLASS scores. Teachers and assistant teachers received CLASS training. Teachers created an individual CLASS goal and a coaching cycle was dedicated on working with assistant teachers on teacher/child interactions to improve the CLASS Quality of Feedback and Language Modeling.

Fall averages in each domain compared favorably to national averages from the previous year. The ACHS fall average in Emotional Support was 6.05, slightly higher than the national average of 6.03. The ACHS fall average in Classroom Organization was 5.76, comparable to the national average of 5.83. The ACHS fall average in Instructional Support was 4.07, much higher than the national average of 3.00.

Objective 2: Merged with Objective 3 in 2015-2016.

<u>Objective 3</u>: Promote the importance of parent involvement in building their child's literacy and vocabulary skills. Parent participation data from the first grant year in literacy and vocabulary knowledge will be used to identify a baseline of our HS family community. The parent participation baseline will increase by 3% annually

Literacy efforts showed a decrease across all measures. The following percentage decreases were observed; FFRED 39.5%, reading time 43%, and books given to families 70%. The decrease could be due to COVID19.

The COVID19 related closure of classrooms on March 13th stopped all Lending Library (LL) book check-outs. However, data projections indicate the school year would have seen an increase in number of books checked-out to families by over 300. A total of 2,788 books had been checked-out by the end of February. The projected number of books would have been 4,063 by the end of May, an increase of 300+ from the 3,700 in 2018-2019. These LL books are available to families to increase the likelihood of student-family engagement in reading and literacy activities at home by providing greater access to a variety of books.

Similarly, the Home-to-School (HTS) program was on track to give out 2,900 books to families. No increase was experienced this program year in comparison to year one of the goals due to the decrease of program slots from +400 to 256. By the end of February 1,509 books had been distributed, with an additional 2 books given monthly to families until the end of the school year. A total of 1,431 additional books were distributed, bringing the grand total to 2,900.

The increase in number of LL and HTS books correspond to the increase in TSG Literacy scores when comparing last year to this year's scores. Spring 2020 TSG scores were not assessed because of the classroom shutdown. Winter checkpoint scores are the best way to determine what

progress had been made. Table 1 below shows that the percentage of children meeting/exceeding expectations in literacy was substantially higher this winter than last winter for 3 and 4-year olds.

Table 1, Percentage of Children Meeting/Exceeding Expectations in the Literacy Domain			
Winter 2018-2019		Winter 2019-2020	Difference
Three-year-olds	81	92	+9
Four-year-olds	76	84	+8

Family literacy activities were abundant and there were ample opportunities for parent volunteer hours, numerous parent cafés, and multiple end-of-unit Creative Curriculum (CC) celebrations in which families created representations of their child's learning during the CC studies and brought them to class for a celebration of learning.

Family participation decreased significantly in the classroom this year due to the COVID19 center closures. Eight hundred forty-four family members participated in reading time with their children generating 1,078 hours. Participants received one book per week, with a total of 292 Fathers and Families Reading Every Day (FFRED) books distributed. Compared to last year 1,395 family members read with their children generating 1,891 hours and families received 974 FFRED books. Literacy efforts showed a decrease across all measures. The following percentage decreases were observed; FFRED 39.5%, reading time 43%, and books given to families 70%. The decrease could be due to COVID19.

<u>Objective 4</u>: The health and nutrition area will strengthen the follow-up process in place for children who have been identified at high risk for health/nutritional needs as evidenced by initiating the follow-up process through the following steps: Provide screening form with necessary follow-up to parent day of screening; Create a COPA referral for that child within 5 business days after screening; Case note all communication with family regarding necessary follow-up; If amenable with family, establish a Family Partnership Agreement (FPA) goal based on referral and necessary follow-up if necessary appointment with referred specialist is not complete within one month of referral notification; and Expecting a 5% annual increase in the completion of hearing, vision and dental referrals from baseline established 2015-2016.

The program did not meet the goal of health/nutrition referrals completed, there was a 37% decrease of children receiving follow-up care this school year. Out of 130 children with sensory

and dental screening referrals, 43 (37%) completed the necessary follow-up care and 38 children were unable to complete follow-up care. Fifteen children left the program before the end of the school year, out of these, five were still able to complete a vision referral and one received the hearing follow-up needed. Nine children left the program before getting the care they needed. Currently, 49 children (43%) are returning next school year and 29 (25%) are transitioning to kindergarten and they are receiving support to get their health needs met.

<u>Objective 5</u>: Provide parents with a minimum of three annual group-based parent education sessions on developmental and social-emotional topics. The baseline for parent attendance will be established in year one and a 3% annual growth is expected.

The area had a significant increase in parent attendance. Last year 83 parents participated in at least one of nine parent workshops. This year there were 557 participants, indicating that parents participated more than once in educational opportunities. Parent participation increased by 85%. The number of parent education opportunities also increased this school year, offering parents 77 opportunities to engage in workshops, online videos/groups, parenting classes, etc.

<u>Objective 6</u>: Identify teaching staff needs related to mental health and special education. The education and support areas will work closely to coordinate training for staff.

The special education and support services (SESS) supervisor and EM (education manager) analyzed training data needs and incorporated trainings to enhance staff skills on mental health and special education. The SESS department provided fourteen trainings on behavioral health, behavioral management, and classroom support for the teaching staff. Eight trainings on creating trauma-informed schools by fostering resilient attachment; identifying trauma's impact on early child development; offering mindfulness tools for educators, managing anxiety during the pandemic, and adding self-care tips into their routine. Two leadership members were trained in the Crisis Prevention Institute of non-violent crisis intervention and will train multiple staff on deescalation and safe-hold techniques in August 2020. Eight other educational opportunities were provided through the Resilient Educator's Group for education staff to explore topics related to compassion fatigue, secondary stress, self-care, and resiliency. Additionally, four more opportunities for education staff were delivered through YouTube videos.

<u>Objective 7</u>: Align professional development needs with each area to maximize ACHS's quality of services.

Adams County Head Start was successful in aligning professional development needs with each area to maximize quality of services. Professional development and extensive coaching was provided to education staff in the Incredible Years' (IY) areas of Teacher Classroom Management (TCM) and IY Dinosaur School (IYDS). Two staff gained IY peer coaching status, while three attended trainings in pursuit of coaching status. Monthly refresher trainings were provided on childcare licensing regulations and standard operating procedures (SOPs).

Family services and health staff received two special education and mental health trainings. The first on how to navigate through ACHS's mental health and special education process. The second was on secondary trauma and self-care strategies for long-term health. Additionally, the health team received training on managing challenging behaviors. All family services specialists (FSS) and health specialists (H.Sp) attended a Motivational Interviewing (MI) refresher. Also, the administrator, family service, and health teams became certified in Mental Health First Aid.

Some staff are working toward degrees in Early Childhood Education (ECE) and others on reaching Spanish fluency. A H.Sp. is starting on a Master of Public Health. The quality assurance manager (QAM) completed an Early Childhood Leadership certification and the health and nutrition manager (HNM) is participating in a leadership training program.

<u>Objective 8</u>: Enhance case management efforts across the program through the implementation of motivational interviewing and stages of change frameworks in addition to improving the current case management process. The program will develop an action plan with timelines to track and measure progress and identify necessary changes.

The health and family services teams received training to enhance **MI** skills, learn how anxiety can be used in a positive manner, and to reframe mental health disorders into strengths to improve coping mechanisms and better manage life situations. A refresher on advanced concepts of communication, change talk, motivational stages, principles, and benefits of **MI**, was provided.

The health team uses case noting to document how they are employing MI skills in the referral process. The HNM performed two MI health area audits to assess accurate use of MI. Needs for improvement, based on the data collected, will be implemented next school year. The family services team tracks MI use through the case note technique called Data, Assessment and Plan. A case note audit was completed by the family services leadership team and results indicated that all staff are using the appropriate format.

<u>Program Goal 2</u>: Adams County HS will strengthen the transition process to the local school system for children and families so that HS children succeed in kindergarten and beyond. <u>Objective 1</u>: 100% of families will understand their child's developmental progress throughout the school year and will be informed of the progress their child has made to meet expectations set for children starting kindergarten. The content shared with families includes developmental progress discussions, sharing of portfolios, and TS GOLD information; parents will receive information of the school district's general entry to kindergarten developmental expectations; families will receive developmental skills during the summer months before entering kindergarten.

The program did not meet the 100% measure; however, 90% of families successfully transitioned to kindergarten. Preparing families for kindergarten starts at the first home visit and this year 248 home visits took place. This continues throughout the school year, including at parent-teacher conferences when parents receive a report on all developmental areas from TSG that outlines how their child is progressing on over 70 indicators. A total of 246 families participated in parent-teacher conferences and teachers shared TSG reports, child's strengths, and challenges, and suggested activities for the child to work on skills needing improvement based on the TSG reports. Additionally, an emphasis on kindergarten transition guidance and

information was shared at Kindergarten Transition parent cafés conducted by SD staff to answer questions around transitions into the various SDs.

<u>Objective 2:</u> HS parents will learn about the school options available to them including their home school and other options. A 10% increase on the following is expected by year five of the grant. The baseline being the outcomes generated from the previous year's data; Number of parents attending the Kinder Transition parent cafe; Number of parents who selected a school for their child before the program year ends; Number of transition packets given to parents containing information about the school and an identified point of contact for future questions.

Considering the baseline was 85% in year one of the grant cycle and in year five it is now at 100%, the measure was met. Out of 148 children, 100% of parents selected an elementary school prior to the school year ending. Out of 175 children of age to transition, 27 children left prior to the school year's end and only two of those parents selected a school.

The January parent café was on kindergarten transition with a total of 46 parents attending. Attendance had a 53% increase from last year. Parents who attended received transition packets. Those who did not attend received the information by the FSS through one-on-one meetings. Out of the 27 transitioning children who terminated services prior to the end of the year, 21 parents did not get the packets. These children left the program prior to the packets getting distributed and 19 left prior to the Kindergarten Transition parent café.

<u>Objective 3</u>: This objective was omitted before the start of the 2016-2017 program year and its omission was reported in last year's grant application.

<u>Objective 4</u>: The receiving school is aware of the child's needs and the parent has the necessary health/nutritional documentation in place before school starts. This successful transition will be measured by Establishing a relationship with school district Registered Nurses (RN)/Health Clerks; Number of parents with children who have health/nutritional needs contacted by the HS to provide guidance and support through the transition process will increase by 5% annually where baseline is established 2015-2016; and The number of parent contacts, case management support provided by the health team, and number of children who left the program with the documentation needed by the school to address their health/nutritional needs will be 85% annually.

The health department met with each SD's nurse to initiate and sustain ongoing collaborations that ensured families receive the support needed to transition into kindergarten. There was a 33%

increase of families who were provided guidance and support through the transition process by the H.SPs; this surpassed the 5% anticipated benchmark established in 2015-2016.

The program missed the 85% benchmark of providing the needed health paperwork to the school the family selected by 1%, due to five children terminating prior to selecting a school. There were 24 children transitioning with health/nutrition needs and out of these, one terminated and one was taken off of her substitution diet. Out of 22 children requiring health transitioning to kindergarten, three still need to secure a school district. The H.SPs were unable to reach eight families, hindering their ability to support families with transitioning health needs.

As of May 22, 73% of families received case management. They were contacted and received health documentation necessary to transition their child's health needs to their chosen school. The H.SPs are contacting families through June to ensure they have the documentation necessary for a successful transition. Fifty-six percent of families contacted their school prior to May 22rd and 44% plan to do so by August 1^s. This is an increase of 32% and 16%, compared to 2018-2019 percentages of families taking the initiative to call schools and/or plan future communication to ensure their child's paperwork is ready before the 2020-2021 school year. All families (100%) with children requiring special dietary plans are packing school lunches in kindergarten.

<u>Objective 5</u>: HS children with special developmental and/or mental health needs successfully transition to the receiving school(s) as measured by an annual increase of 3% of parents making at least one contact with school personnel to discuss their child's individual needs after the baseline number is set in year one of five.

Eighteen out of 34 students who received special education and/or mental health services transitioned to kindergarten. Based on ACHS's criteria, out of the 18 students, 14 successfully transitioned (78%). This is a 15% increase compared to the 66% from last year.

The SESS department surveyed 100% of parents who have children with IEPs. The SESS team assisted 18 families (100%) during their transition process. Only four families did not have a

successful transition process finalized. The challenge was that they were still unclear/hesitant of the school they chose and are changing their decision. This impacted the next steps in the transition process, connecting with a school representative from the SESS team.

<u>Objective 6</u>: Provide the professional development necessary and implement monitoring processes to assess the transition efforts. The process will be monitored by the Area Implementation Action Plan quarterly.

All staff involved received kindergarten transition training. The education staff received kindergarten transition training earlier in the year. The FSSs received kindergarten transition training on the Head Start Performance Standards (HSPS), the kindergarten process, and documents needed to ensure compliance and completeness of transitions. The SESS supervisor provided an orientation for the education, family services, and health staff on the importance of teamwork when supporting families whose children have an Individualized Education Plan (IEP) and/or a behavioral support plan for a successful transition to kindergarten. These teams also received information and reviewed the transition plan for each student going to kindergarten and roles and responsibilities of each member.

<u>Program Goal 3</u>: Enhance family wellbeing through individualized support by meeting families where they are.

<u>Objective 1:</u> Gather more information about families during the enrollment process and throughout the program year to use in collaboration with all ACHS areas to support families. In year one, all ACHS areas will develop an integrated process and pilot the coordination of the multi-disciplinary team's roles and responsibilities in the development of family goals. The implementation and enhancement of the process will take full effect starting year two.

All areas strategically gathered more information about families to better support them. The SESS department performed pre- and post-surveys to assess parent knowledge, understanding, participation, engagement, and needs regarding their child's IEP process. Data at pre-survey showed parents' knowledge at entry and data at post-survey indicated if parents experienced an

increase in knowledge, understanding, and engagement during the IEP process after attending the program. Twenty-eight parents participated in both pre- and post-surveys.

Pre- and post-survey outcomes of the 28 parents indicate an increase of knowledge about the IEP process. The post-survey data also showed 100% expressed a growth of 4 and 5 (in a scale of 1-5, with 5 indicating maximum growth) in their knowledge and understanding of their child's IEP process, their parental rights, and the annual review and IEP re-evaluation process.

The survey also asked families about satisfaction with the process and the support received from the special education team, mental health team, teachers, and other staff. All 28 parents (100%) rated either a 4 or 5 as their level of satisfaction. Twenty-five parents (93%) described total satisfaction, giving a rating of 5 to their level of satisfaction with the process, type of support received, and with the program in general. Two parents (7.45%) felt satisfied and gave a rating of 4.

At the pre-survey, parents expressed that they would like to receive more training on how to support their child at home, interest on trainings on the basics of the IEP process, and what parents should know when their child is transitioning to kindergarten with an IEP in place. Even though these trainings were suggested by parents, attendance to these workshops was extremely poor, only four parents attended two of three workshops.

The enrollment process was revised this year by the FS and health areas. Now the H.Sps cover child health questions at enrollment; including need for health care plans (HCP), consent forms, immunizations, physical exams, etc. This will strengthen the provision of health information provided to families and receiving required health documentation.

The Family Strengths and Priorities Assessment and the Family Referral tool continues to be used as a pre- and post-survey to assess family needs and improvement. A total of 135 assessments were analyzed and results for last year and this year show growth in the Family Outcomes of the Parent, Family, and Community Engagement Framework. In areas where post-scores where higher

than the pre-scores, it appeared that the family did not have growth. Upon further assessment, parents expressed strong interest in parent engagement within the program at the time preassessment was conducted resulting in a low pre-score; near the end of the program year, when the post-assessment was gathered parents indicated they did not engage in the program resulting in a high post-score. The number for 2019-2020 was low due to not having face-to-face contact with parents during the stay-at-home order due to COVID-19. Staff reached out multiple times to families for a post response. Despite all efforts, the return rate remained low.

School Readiness Goals: Due to classroom closures, it is difficult to determine whether ACHS reached the school readiness goal of 90% meeting/exceeding expectations in all developmental areas since the final TSG spring assessment checkpoint could not be completed. Due to COVID19 closures, ACHS had to compare the current and previous year's winter checkpoints to draw conclusions about the possible outcomes for this spring. Table 1 below shows the 2019-2020 spring checkpoint scores, all of which nearly reach the 90% threshold.

evelopmental Domains	Goal expectation is 90%			
Social-Emotional	87.4%			
Physical	87.4%			
Language	84.6%			
Cognitive	86.7%			
Literacy	89.5%			
Math	83.9%			

Table 1. Percentage of Spring 2019 TSG Scores Meeting/Exceeding Widely Held Expectations for 4 year-olds

In Tables 2 and 3, a comparison of winter checkpoints in 2018-2019 and 2019-2020 is recorded, as well as the indication that the spring 2020 checkpoint scores are not available (N/A). Table 2 shows the percentage of 3 year-olds meeting/exceeding expectations in each developmental area. It is evident that in each domain the winter 2019-2020 percentage is higher. When averaging all the scores, shown on the far right, the winter 2019-2020 percentage (94) is 16 points higher than the winter 2018-2019 scores. It would be expected that the spring 2020 scores would also have been higher, bringing them above the 90% goal.

Similarly, the percentages shown in Table 3 below indicate that 2019-2020 winter percentages were higher than those in 2018-2019. On the far right of the table, the average of all percentages for winter 2019-2020 (83) is 19 percentage points higher than the those from winter 2018-2019 (64). Those higher scores would also have led to higher percentages during the spring 2019-2020 checkpoint. Looking at Table 2 below, all of the percentages were in the mid-80s. With the substantial increases expected in spring 2020, the percentages would have likely all been above 90%, reaching the stated goal. No changes were made to the current school readiness goals. New school readiness goals were established for the next five year grant cycle.

Table 2, TSG Percentage of Children Meeting/Exceeding Expectations for 3 year-olds

	Social- Emotional	Physical	Language	Cognitive	Literacy	Math	Ave. of All
Winter 2019-2020	95	98	91	94	92	95	94
Winter 2018-2019	81	86	65	74	81	82	78
Spring 2020	N/A (90+?)	N/A (90+?)	N/A (90+?)	N/A (90+?)	N/A (90+7)	N/A (90+?)	N/A (90+?)

Table 3. TSG Percentage of Children Meeting or Exceeding Expectations for 4 year-olds

	Social- Emotional	Physical	Language	Cognitive	Literacy	Math	Ave. of All
Winter 2019-2020	84	89	84	86	84	68	83
Winter 2018-2019	72	68	64	64	76	40	64
Spring 2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A

SUB-SECTION B: SERVICE DELIVERY

Service and Recruitment Area: Adams County has an estimated population of 517,421 with approximately 37,669 children under the age of five, making up 7% of the population. About fifty percent of its constituents are White alone, not Hispanic or Latino. Forty percent are from Hispanic/Latino decent and the remaining 10% include Asian, American Indian/ Alaska Native, Black, and two or more races (Census 2010). Five cities, one town, and two unincorporated communities are within the borders of Adams County. Adams County Head Start is the only HS serving families throughout the county. The program's CA presents an overview of the current conditions and provides insight on the needs of low-income children and families. Two hundred and fifty six ACHS slots are distributed across five centers serving AC communities. Centers are not in the county's far east region, they are located in the central and west regions, which are the most populated areas of the county. Factors impacting families are high poverty, housing costs, high crime rates, and lack of quality affordable childcare.

Child Population: Out of ten counties, AC is ranked 4th for the largest percent increase in child population (32%). Commerce City and Thornton have the most children under five.

Poverty: All AC cities had lower median incomes than the state (2013). Brighton had the highest median income of \$67,589 and Federal Heights had the lowest at \$35,998. The state's poverty rate is 12.9%. The three cities with the highest poverty rates are Federal Heights (17.4%), Commerce City (17%), and Northglenn (13.2%). Poverty rates are higher for female-only households with children under five years old and many reside in the three cities with the highest poverty rates. *Crime Rates:* Research indicates strong correlations between poverty and crime. Compared to the

state's cities and towns, Federal Heights, Brighton, and Northglenn experience the highest crime rates. With the exception of Brighton, the other two cities are among the poorest.

Education: The city of Federal Heights has the least educated population with only 69% of its residents obtaining at least a high school diploma and has a dropout rate of 31%.

Housing: The cost of living is extremely high in AC. The average cost of rent takes approximately 30% of household incomes. According to the <u>Colorado Coalition for the Homeless</u>, to afford rent at a minimum wage of \$8.31/hr., individuals need to work 102 hours a week to afford a modest two-bedroom apartment. In the state, a wage of \$19.89/hr. is needed to rent a two-bedroom apartment without spending more than 30% of income on rent.

Needs of Children and Families: Approximately 7% of the population in AC are children ages zero to five, that is roughly 37,000 children. According to <u>Colorado Kids Count 2018</u>, in AC 17.6% of school-age children live in poverty and 7% of children six years and under live in extreme poverty.

In the county 8,818 children live in a food desert. Twenty-nine percent of them are overweight or obese. Almost 4% of the 37,669 children receive Temporary Assistance for Needy Families (TANF) and 37.6% receive Women, Infants, and Children (WIC). Fifty-one percent of WIC recipients are Hispanic (19,026) and 40% are Non-Hispanic White children. The remaining percent is made up of children of Non-Hispanic Asian (3%), Non-Hispanic Black (3%), Non-Hispanic two or more races (3%), Non-Hispanic American Indian (-1%), Non-Hispanic Other Race (-1%), and Non-Hispanic Pacific Islander (-1%).

Sixty seven percent of children under the age of 18 live in two-parent households and 24% in single-mother households in AC (KC, 2018). Based on Kids Count Colorado 2018, there were 6,796 live births in the county. Approximately 20% of women in AC did not receive early prenatal care and about 6% of pregnant mothers smoked during their pregnancies. Mortality rates recorded at almost 5%. Vulnerable families are struggling with high rates of single-mother births (27%), births to women without a high school diploma/equivalent (18%), teen births (21%), three-risk-factor births, and out-of-home placements. All of which have higher rates in AC than the state, with the exception of out-of-home placements which is 1.7% lower than the state's rate of 8.1%. Almost 5% of vulnerable families experience three-risk-factors during pregnancy and birth. These factors are single women, under the age of 25, and with less than a high school diploma. Kids Count Colorado 2018 indicates that 12.1% of children younger than 18 years of age have experienced maltreatment and almost 8% of children who have been mistreated were removed from their homes in 2018.

In AC 85,435 children are of school age. A quarter of the public schools are Title I. Twenty-two percent of school-age children are English language learners and nearly 1% are immigrant children.

Almost 4,000 school-age children experienced homelessness in 2018. Eleven-and-a-half percent of school-age children receive special education services.

Women between 25-34 years of age make up the majority among those living below the poverty line, followed by women ages 35-44, and then females 18-24 (datausa). The most common race/ethnic group living in poverty is the White race at 49%, followed by Hispanics at 37%, then *other* races which are significantly less than Whites and Hispanics at 4.41%. Approximately half of the population's health plans are provided through employment benefits, 21% are on Medicaid, 7.76% receive Medicare, almost 11% have non-group plans, and .9% have military/VA Plans.

Seventy percent of AC's population speaks only English. Thirty percent speak a language other than English. These languages are Spanish (24%), Other Indo-European Languages (2%), Asian and Pacific Island language (3%), and other languages (.5%) [Adcogov.org]. Four percent of those that speak a language other than English also speak English.

Availability of Quality and Affordable Childcare: In AC, over 50% of young children's parents are in the labor force (64.1%). According to a study published by the Affordability and Accessibility of Quality ECE Programs in Adams County (2019), Colorado is the second-least affordable state for four-year-old center-based care. After the highest household expense, which is housing, the cost for early childhood education (ECE) follows. The report describes the cost of preschool services for a household with one adult and a preschooler is \$13,356, almost 30% of the annual household income. The report also outlines that in AC, for a single adult with one preschooler, the hourly wage needed to be self-sufficient is \$25.41, including using wages to spend 55% of the income for housing and ECE alone. The cost is even greater for families with more than one child in care, thus increasing the economic burden. There are several preschool options for 3-5 year olds in the county. According to the same report, the program options are center-based, family childcare home, and SDs. Some of these providers offer part-time and full-time options, but not all. In total, there are 7,063 center-based slots: 1,163 in family childcare homes, and 4,250 in SDs. The SDs offer 4,112 part-time and 138 full-time slots. These are primarily for four-year-olds. Three year-olds qualify if they need special education services.

There are about 10,688 available slots for 0-5 year-old children in the county. However, there are approximately 37,000 eligible 0-5 year-old children. Only a third of the child population can benefit from childcare due to the wide gap between number of children and available slots. There is a need for about 25,312 additional slots to meet the demand. Regionally, single mothers spend 43% on preschool care, whereas married couples spend 14% of their income. According to the Impact of Child Care and Early Education study (2019), if childcare was not available in the region, in 60% of households, at least one household member would exit the workforce or reduce their work hours. The average household would lose \$27,000 a year in earnings.

The number of quality slots (rated at three to five star) are located in eight cities within the county. The number of children per available slot in AC ranges from 12.58 children per slot in Strasburg (highest need) to 1.59 in Bennett (lowest need). The number of children per slot in cities where there are HS services are as follows: Brighton 1.91 children per slot, Commerce City 3.53 children per slot, Federal Heights 9.91 children per slot, Northglenn 3.20 children per slot, Thornton 2.73 children per slot, and Westminster 2.78 children per slot. Having centers at these cities provides vulnerable children high-quality preschool services free of cost to their families; otherwise, six cities in AC would have higher child-per-slot ratios than what they already experience. Social Service Needs: According to an Early Childhood Partnerships of Adams County 2019 Community Scan report providers who participated in this study identified frequent issues resulting in gaps for services based on constituent's income and age. About a third of the organizations noted that disabilities, race/ethnicity, and immigrant status are the areas with identified gaps. According to the same report, the needs these providers see were described as follows: additional preschool

funding for families not eligible for subsidized funding; ineligible families who still need help, such as the working poor class, who do not qualify for Medicaid but cannot afford co-pays or sliding scale services; transportation issues or transportation to services; housing issues or more affordable housing resources; affordable childcare for parents who are job training; political level advocacy on low-income service need issues; inability to contact human services to get their questions answered or fix mistakes with TANF, Medicaid, and food assistance; long wait to get into a Federally Qualified Health Care Center without a funding source; and sometimes families with private insurance have difficulty accessing services due to co-pays and high deductibles.

Age gaps impacting families: These gaps were described as a need for more preschool options for ages 3-5; continuity in transitional services when children are aging out of early intervention (EI); high quality preschool options for low-income families and expanded funding for Early Head Start (EHS); full time infant childcare; more supports for ages 0-3 (especially infant maternal health services); increased home visitation services for ages 0-5; all-day kindergarten; afterschool program, affordable and free summer programs with learning opportunities across ages 0-8; and insufficient screening and services for autism.

Gaps around disabilities: These gaps were described as unaddressed multiple health/disability issues for low-income children; lack of services/assessments for autism spectrum disorders/other developmental issues; three-year-old children must qualify for Part B to obtain special education services; services for children that do not qualify for Part B or Part C but present with a delay sometimes fall through the cracks; lack of specialized behavioral modification and therapeutic services; insufficient funding for schools to provide developmental disabilities supportive services; not all children on private/ Medicaid insurance have access to high quality services; more experts around trauma, neuro-psychology are needed in AC; not enough providers to meet the individual needs of each student; and a need for high quality respite services that are accessible and affordable. Other needs around social services: These gaps were described as lacking services to support the monolingual populations; and a need for more services for adoptive parents/kinship placement. In this same community scan, parents who participated in the survey responded that they encounter obstacles/barriers in the following areas: homelessness and lack of affordable housing; health, mental health, and maternal mortality and morbidity issues; receiving outdated information; lack of affordable activities for families such as access to water parks or museums; cost of living is too high, and wages are too low; some working families do not qualify for needed services due to eligibility criteria; debt; stress; access to crisis services; and lack of access to preschool services.

Proposed Program Options and Funded Enrollment Slots: The program offers a center-based option at five centers in 16 classrooms providing full-day services. Seven classrooms provide 1020 hours of instruction five days a week with occasional no-school days to accommodate for training, parent/teacher conferences, home visits, and planning. The other nine classrooms, referred to as "full-day" sessions, will provide class time four days a week for 128 days. In both options additional days are incorporated into the school calendar to accommodate for unexpected/unplanned no-school days; thus, ensuring duration requirements are met.

Each classroom has a teacher and an assistant teacher assigned to 16 children. The 1:8 ratio meets both HS and state licensing regulations. To maintain required ratios during program operation, classroom aides are assigned to each center. They provide coverage in classrooms for breaks or lunch and help with meal preparation and delivery to the classrooms.

The need for full-day sessions in the communities served has not changed and it is reflected in the CA, parent requests, and the program's ability to maintain full enrollment. To meet the need for full-day sessions, it is imperative that additional funds for this option are secured. To ensure sustainability for full-day sessions, ACHS continues to identify and secure additional funds. The program allocates a percentage of the cost for full-day sessions to the Office of Head Start (OHS) and other funding sources. As funding becomes available, it is used to sustain full-day sessions.

Program options due to COVID19 or other factors impacting regular services: With the new challenges the unprecedented coronavirus pandemic caused for programs, it is evident that HS must have plans in place to meet unexpected events. Programs must be ready to implement plans as needed to serve children, their families, and the community. The pandemic experience forced the program to be innovative in developing new processes/procedures to continue providing services through remote learning. With this new experience and awareness that programs might need to adapt due to the uncertainty around COVID19, ACHS understands the need to change delivery of services quickly and unexpectedly. The program has developed three implementation plans to meet mandated regulations that might arise with a pandemic/crisis.

Working with the Tri-County Health Department, SDs, Region VIII OHS, AC, and the state will support ACHS in determining the appropriate service option to implement for a pandemic/crisis. Three options have been developed: traditional, remote learning, and a hybrid.

A description of each option is provided below, however, since there are many unknowns, any of these options could be modified to meet regulations mandated at a point-in-time due to a crisis, including transitioning from one option to another or several transitions within a school year. *Traditional Option:* Under this option, services are provided as normal without mandated restrictions due to a crisis/pandemic. It is also possible that children attend the traditional schedule; however, modification might be necessary, if mandated, such as no family-style meals or toothbrushing at school.

Remote Learning: This is the no-contact approach of delivering services to address pandemic/crisis requirements. Remote learning is implemented by the education team and service delivery from all other departments are to take place via phone, text, and through other communication avenues. Chromebooks are to be assigned to families to support with the implementation of services,

including learning experiences for the children and family engagement opportunities at home. Through numerous avenues of communication staff will engage families in their child's learning, provide workshops to families, support with health, mental health, case management, and family partnership agreements. Lesson plans that promote remote learning will be implemented and supplies needed for learning activities will be provided to families. Adams County Head Start will work closely with SDs to ensure children on an IEP receive required services. The program will attempt to provide meals to children, either through ACHS's kitchen or local agencies, such as SDs. Policy Council meetings will be held via phone conferences or Zoom. If needed, PC Executive Committee meetings will be held to address urgent matters.

Hybrid Option: If mandated regulations require a change to the child-to-teacher ratio, this option will be implemented. Working with collaborators listed above, such as Region VIII, school districts, health department etc. will help determine the best hybrid option.

Procedures must be in place to limit child group size and other adults from entering the classroom. Additionally, modifications to the learning environment will be implemented to maintain safe distance.

To allow for flexibility, the ability to transition between options, if needed, will meet the needs of the children and community when circumstances mandate a change in services due to a crisis. The program will ensure the health and safety of staff and children remain a priority while at centers and classrooms.

Program Options and Community Needs: Community needs have not significantly changed in the last five years. Risk factors contributing to low-academic achievement and poor social conditions, such as poverty, crime rates, unemployment, and one-parent households are evident in AC. Often these are co-occurring factors compounding individuals' abilities to thrive and grow as healthy and contributing members of the community. These co-occurring factors exasperate social conditions

and deteriorate the wellbeing of communities and families alike. Expected population growth will only intensify current issues potentially aggravating pre-existing factors contributing to poverty, such as housing challenges, the increase of single-parent households, unemployment, low-academic achievement, and deteriorating communities.

There is a significant need for high quality free and affordable preschool services in AC. After analyzing the county's needs and taking a closer look at each city, the analysis continues to reflect a need for ACHS services in communities. A barrier to providing slots in cities with greater need is lack of affordable facilities suitable to meet the needs of a HS program. The program has strategically placed centers in areas reaching populations from surrounding cities.

The availability of ACHS preschool services helps families save on preschool costs and decrease stressors associated with financial needs. The necessary case management and family support offered through the program will help parents improve their family wellbeing while enrolled in ACHS. To reference additional key factors please see pages 14-20.

Waivers: Adams County Head Start is not requesting a waiver.

Funded Enrollment Changes: Adams County HS is not asking for changes in this area.

Centers and Facilities: There are no additions, deletions, or changes to service locations. Securing facilities for classrooms continues to be a challenge. Currently, the building housing the Sunshine center was sold. The agreement is that ACHS keeps classrooms in the building for two years. There is a strong possibility, that the center will need to move its four classrooms to a new location after the two years. Another ACHS center, Rainbow, is overcrowded. It should only hold three classrooms but currently houses four. Locating suitable sites for classrooms is a top priority.

Minor renovations/repairs: There are no minor renovations or repairs to include.

Facility activities subject to 1303 Subpart E: Currently, ACHS does not have any facility activities. Eligibility, Recruitment, Selection, Enrollment, and Attendance

Recruitment: The CA and its updates determine risk factors impacting the population and determines if the current selection criteria needs updating. Families complete a pre-application used by the family services manager (FSM) to determine the center closest to the family and identify the FSS that will be assigned to complete the selection criteria information with the family.

In order to reach those most in need of services, the program has a recruitment process designed to inform families with eligible children within the recruitment area of the availability of services and support them in applying. The program includes specific efforts to actively locate and recruit vulnerable children such as those with disabilities, homeless, and in foster care.

The FSSs are responsible for recruitment efforts which occur on an ongoing basis, canvassing the community; participating in community/health fairs; placing flyers in libraries, clinics, schools, etc.; and utilizing referrals from families and collaborating agencies. Their role is to advertise, market, and recruit eligible children and families. The FSSs use banners, posters, fliers, personal contact, collaborative relationships with other agencies, and community events to reach families.

The recruitment effort includes recruiting children with disabilities. Ten percent of enrollment opportunities are reserved for children with special needs. The recruitment process includes the SESS supervisor's outreach efforts, participation in the Part C transition meetings, and coordination with Local Education Agencies (LEAs) and Child Find coordinators. The FSSs, Family Services (FS) supervisor, and SESS supervisor work with the local (EI) agency to promote the program to families who will be exiting their services. Families with eligible children through these partnerships are referred to the FS supervisor to determine enrollment opportunities.

Recruitment efforts targeting children experiencing homelessness involves FSSs visiting agencies serving the homeless populations, such as local shelters and transitional housing to inform them of openings and leave recruitment materials. The FSSs work with Children and Family

Services and TANF to promote HS services available for children in foster care, to share recruitment materials, and to maintain a point of contact for referrals.

Challenges include locating all the eligible children and families in the service area and providing services to families who do not have regular and reliable transportation. Another challenge that is anticipated in the upcoming school year is parents not wanting to have their child in a classroom due to the current situation of COVID19.

Attendance: The program has systems in place to promote regular attendance and plans to enhance some of these systems through the adoption of a strengths-based framework, such as the Strengthening Families Framework.

To ensure ACHS promotes attendance and addresses absenteeism, the staff contacts parents whose children have unexcused/unexplained absences and parents whose children have serious illnesses. Family services specialists work with parents to maintain consistent child attendance in order to ensure educational outcomes are achieved. Parents are instructed to inform the program when their child will be absent. At the time of enrollment and at orientation, parents receive literature on the benefits of regular attendance. If the absent child's parent/guardian fails to notify the center, the FSS contacts the child's home to determine the reason for the absence within one hour of the start time to ensure the child's wellbeing. For ill children, FSSs contact the H.SPs each day of an absence. After three consecutive days of health-related absences, the H.SP contacts the family to follow-up. If the absences result from other factors such as, temporary family problems, parent choice, transportation difficulties, or appointments, the FSS initiates family support procedures such as a home visit, meeting, or referrals to community resources. Recently, ACHS acquired a grant that pays for transportation costs using Lyft/Uber to get children to school if families do not have the means to get them there.

The FS leadership conducts an attendance audit reviewing the previous month's attendance. If the child has been absent for less than 90% of the month, the parent receives an attendance letter. Within the first 60 days of program operation, and on an ongoing basis thereafter, the FS leadership use individual child attendance data to identify children with patterns of absence that put them at risk of missing 10% of school days per year. The FSS develops appropriate strategies to improve individual attendance among identified children, such as direct contact with parents or intensive case management. For chronic absences, not related to the child's health, the FSS sets up a meeting with the family to address the absences and review program policies and expectations. During the meeting, the FSS and the family complete an attendance action plan. If a child is chronically absent due to illness the H.SP is involved in meeting with the family to address the absences and review program policies and expectations and, when necessary, complete an attendance action plan.

If a child ceases to attend, the FSS makes appropriate efforts to re-engage the family to resume attendance. If the child does not return, then the program considers that slot vacant. In circumstances where chronic absenteeism persists and it does not seem feasible to include the child in the program, the child's slot must be considered an enrollment vacancy as determined by the FS leadership. If the family does not respond and efforts to contact them have been exhausted, the FSS informs the FS supervisor. Then the FSS makes a home visit by the third consecutive day of no contact and requests the parent/guardian contact the FSS. If contact is not made on the home visit, the FSS informs the FS supervisor who sends a letter to the family to determine the child's placement in the program. After all of the above has been attempted and there is no resolution due to lack of response, the child will be withdrawn, and an enrollment vacancy occurs.

Education and Child Development: Adams County Head Start uses CC as its core curriculum. The program also uses the following curriculum elements to enhance learning: IYDS, Kids Play Math, Zoo-Phonics, and the Culture of Wellness Program (COWP).

Age Appropriate Curriculum: The CC provides research-based content that focuses on exploration and discovery as a way of learning, enabling children to build confidence, creativity, life-long critical thinking skills, and provides scaffolding strategies to support children's developmental progression. These learning opportunities are universal and inclusive of children with developmental delays/disabilities. The curriculum increases children's ability to understand how they relate to their family and community, their understanding of social norms, and their ability to recognize and respect similarities and differences in people.

The CC is based on 38 objectives for development and learning. The CC basic resources give teachers tools to provide children with varied learning experiences. These include foundational resources, objectives for development and learning, interest areas in the classroom, and specific teaching practices for each developmental domain. From there, CC has study topics for more indepth exploration of high-quality activities, books, and play around a certain topic. Eleven additional CC studies and Preschool Expanded Daily Resources were purchased for classrooms.

The CC and TSG are fully aligned, they present knowledge-building components and provide daily practice resources. The curriculum offers daily opportunities to individualize instruction, helping teachers meet the needs of every type of learner. Teachers are trained on using the curriculum to address the needs of dual language learners, most of who are learning English as a second language. The focus is to identify children's strengths and challenges to support the implementation of learning experiences specific to a child's individualized needs. The program uses child assessment data to improve curricula, teacher instruction, and educational components tied to children's developmental growth. It incorporates the areas into every component of lesson

plan development. This curriculum offers built-in opportunities for observation, helping teachers and supervisors see the strong relationship between curriculum and assessment. Guidance is provided on engaging children, for example, asking open-ended questions and providing information on how to organize indoor/outdoor environments to enhance learning.

The program also implements the IYDS curriculum, an evidence-based model designed to promote positive and proactive TCM strategies and teacher-parent partnerships. The curriculum is designed to promote children's social and emotional skills, academic readiness, and to reduce instances of negative behaviors in the classroom. The IYDS includes culturally responsive features in the classroom curriculum. For example, it involves parents in the execution of the curriculum at all levels, allowing flexibility to tailor the activities to the cultural needs of the family. It also provides opportunities to encourage cultural diversity, including using multi-cultural puppets that play an important role in the implementation of the IYDS. The program utilizes the English and Spanish versions in the classrooms. The third element of the IY program was implemented this year, IY parenting program. Two 14-week courses took place; one Spanish, one English.

Zoo-Phonics, a thoroughly field-tested and research supported curriculum, uses a multisensory approach to learning upper- and lower-case letter shapes, names, and sounds by using pictorial mnemonics and kinesthetic approaches and is effective in teaching literacy and writing. Zoo-Phonics continues to be a powerful tool for developing the children's understanding and use of letter sounds and names.

The COWP for preschools is a comprehensive physical activity and health-promoting curriculum that includes children and families. The program trains and assists teachers to lead structured physical activities. Other pieces of COWP include nutrition education and activities at school, as well as parent wellness workshops.

Kids Play Math is used as a training, support, and activity resource when developing

mathematics activities and lesson plans. Kids Play Math provides teachers with ready-made

activities for learning specific early childhood math concepts that align with the TSG assessment

levels in mathematics and allow for a flexible and differentiated approach for each teacher.

Curriculum and ELOF Alignment: The CC provides research-based content and daily resources aligned with ELOF and state early learning standards. Information on Early Childhood Learning & Knowledge Center (ECLKC) reflects "full evidence" that the 6th Edition of CC aligns with the ELOF. On the ECLKC website it states

"Alignment with the ELOF: A thorough review of all the curriculum materials in relation to the ELOF domains and sub-domains indicates that *The Creative Curriculum*" for Preschool is fully aligned with the ELOF. All ELOF sub-domains are supported throughout the various curriculum materials. For example, *Volume 2: Interest Areas* describes how each interest area in the classroom supports children's development in the ELOF domains and sub-domains. Additionally, *Volumes 3–* 5 provide specific teaching practices to support children in different ELOF domains and sub-domains."

These curriculum elements implemented in the program interweave during a school day to address all the developmental areas in various ways. In Table 1 below, the curriculum elements and developmental areas are specified by how they interplay. Although the CC is the overarching curriculum, the other elements are interwoven throughout the school day and support CC with more focused lessons in their designed areas that align with the ELOF.

	Social- Emotional	Physical	Language	Cognitive	Literacy	Math
Creative Curriculum	х	х	x	х	X	Х
Incredible Years	x		x	x	x	
Kids Play Math			x	x		x
Zoo-Phonacs	-		N	X	X	
Culture of Wellness	_	x	x	x		

Curriculum Fidelity and Staff Support: To ensure fidelity to each curriculum element, ACHS

trains/retrains all education staff before students start school. Adams County Head Start has an education coach, certified as a CC coach and CLASS assessment observer. With this knowledge, she can assist in fidelity to the curriculum as well as in developing corresponding quality teacher

skills that improve all outcomes. The EM and three education supervisors also conduct classroom observations and monitor delivery of the curriculum. They provide guidance and support to ensure fidelity of the implementation of all curricula.

Staff are trained, supported, and coached in the implementation of the IYDS curriculum. In addition to first year trainings for untrained staff in the use of IYDS, staff also receive five full day trainings in the IY TCM. Teachers are also coached in IYDS monthly by a certified peer-coach in their first year of implementation. Additionally, they receive multiple coaching sessions their second year. Refresher trainings are scheduled each year for staff to continue implementing the program to fidelity. This year two education staff had their IY coaching certification, while three others attended training to work towards theirs. Also, eleven staff attended the IY TCM training.

The education staff receive training on Zoo-Phonics, Kids Play Math, TSG assessment strategies, and CC resources. The COWP staff provides training for all education staff and COWP trainers regularly support staff.

Teachers are assessed every year using the Teacher-Pupil Observation Tool (TPOT). The focus is on the implementation of behavior-based strategies and its outcomes. It identifies strengths and red flags to consider for professional growth. Teachers and assistant teachers are interviewed and observed in the classroom every fall and spring to measure the implementation of the 3-Tiered Pyramid Model practices that support social competence and prevent challenging behaviors. It seamlessly aligns with the IY program. The SESS supervisor, in collaboration with the EM, analyze and utilize TPOT data to determine professional development needs.

Home-based programs: Adams County Head Start does not provide home-based services. Program Screenings and Assessments: The program uses the TSG assessment, Ages and Stages Questionnaire (ASQ), and ASQ-Social Emotional (ASQ-SE) as the screening tools to meet the needs of children, including those with disabilities or delays, dual language learners, and advanced learners. Spanish-speaking children can be assessed in their native language with these tools.

The TSG is an evidence-based assessment that focuses on six developmental milestones and is widely used by early childhood education entities in the county and state. Although the tool is not available in many languages, considering that approximately 50% of students and their parents are Spanish speakers, the tool meets the needs of this population. The TSG is considered a comprehensive assessment tool, is proven valid and reliable, and is fully aligned with the state standards, state early learning guidelines, and the ELOF.

The program uses TSG to track children's outcomes and to monitor children's developmental growth three times a year. Outcomes are used to develop strategies for individualized/group instruction. Teachers also use TSG as a resource for lesson planning and child observations.

Individualization of instruction is supported through training provided to the education staff on using outcome data to ensure assessment reliability, sharing children's progress with parents, working with parents on goal development, and developing strategies that enhance school readiness. The program uses assessment data to improve curricula delivery, teacher instruction, and educational components tied to children's developmental growth. Parents are informed about their child's developmental progress through several communication avenues.

Child assessment outcomes are an integral piece of the program providing valuable information for continuous improvement. Adams County Head Start uses the TSG assessment tool to collect outcome data. The outcomes are compared annually. Trends and assessment results are discussed with partners and community agencies, such as ECPAC and SDs. This is also shared with the AC Human Services Department, PC, the BOCC, and to AC constituents through the ACHS Annual Report. The TSG's features and tools help education staff know what data to collect and how to interpret it, resulting in less guessing and more reliable outcomes.

To ensure the fidelity and reliability of TSG, teachers attend TSG reliability training. The EM performs TSG audits to assess staff's knowledge on the use of the tool. Annually, the education leadership team review outcomes and identify staff training needs which is provided through a variety of avenues.

Staff receive annual ASQ and ASQ-SE training. These identify developmental progress and possible developmental delays in children in order to determine the best support for each child. During the first home visit teachers conduct the ASQ-SE with families. Teachers also use the initial home visit to learn more about the families and children, by eliciting information from the families about their child. In addition, they complete an ASQ assessment for each child.

Parent and Family Engagement: Parent involvement is essential to children's educational success and parents are their most influential teacher. Consequently, ACHS has implemented strategies to engage parents in their child's education and to receive input from them on numerous topics. During the initial home visit teachers begin the process of gathering information from parents on their child and also stressing the importance of parent's involvement. Parents participate in setting goals for their child through home visits, parent teacher conferences, and daily communication with teachers. Parents and teachers work as a team to identify children's strengths and areas or skills that need additional support for school readiness.

The teacher uses assessment outcomes to set individualized goals for students. A partnership between parents and teachers is critical in providing the best learning opportunities for children. Through this partnership parents and teachers communicate a vast amount of information that helps support the learning of each child, such as a child's leaning style, interests, skill levels they are observing, provide input on screenings, support that best meets the needs of the child, discussing the child's developmental assessment outcomes, and establishing goals. As mentioned above, teachers and parents communicate through different avenues and all are crucial to ensure the child's needs are met. These opportunities allow parent input to be shared with teachers on assessments, curricula, school readiness goals and outcomes. This information is shared in home visits, parent-teacher conferences, meetings to provide IEP information, one-on-one meetings with staff, phone calls, input for screenings, parent surveys/questionnaires, monthly newsletters, correspondence from staff, during parent cafes, and PC.

The program offers activities to parents that stress the importance of literacy and ideas on how to implement routines at home that increase the acquisition of language and vocabulary skills. Teachers develop take-home activities for parents and children to work together in the home. Several literacy programs were implemented to stress the importance of daily reading at home. Through FFRED and Mother/Father Read families receive books they get to keep. The LL provides an avenue for families to check-out and return books when they are done with them, promoting parent engagement in their child's learning.

AIAN Programs: Adams County Head Start does not serve AIAN children.

Health: Systems in place ensure children's health needs are met, including gathering information to understand health and nutrition needs and identify if a child requires a HCP prior to starting school. The H.Sps inform parents of required documents and/or assessment(s) for health and safety purposes prior to the child's school entry. If children are not current with a physical exam and/or state required immunizations, H.Sps support families. Additionally, the H.Sps help families identify medical and dental homes if they do not have continuity of care or are not comfortable with their current providers. If a family is unable to obtain health insurance, they are referred to a care navigator to enroll them in a qualifying insurance plan. Advocacy is provided for the state to serve as a conduit to their medical home to qualify for a sliding scale payment option, when applicable. Children receive a dental exam and oral healthcare instruction by a dentist and/or dental hygienist at the centers. The same day of the examination, parents receive a

referral for dental concerns requiring further assessment by the family's dental home.

The health area ensures screening needs are performed and/or met for sensory (hearing and vision), speech and language, lead and anemia, dental health, and a height/weight (body mass index) either 45 or 90 days after enrollment. After all screenings are performed, parents are notified of the results the same day and, if necessary, a referral form is provided for the parent to seek further evaluation from a provider or another specialist. The H.Sps work with families who received referrals to ensure the child gets the care they need. Families receive advocacy to help navigate the healthcare system.

If a child requires health and/or nutrition follow-up at enrollment, H.Sps work with them and inform the program's healthcare consultants (RN and registered dietitian-RD) to ensure plans are in place and team members are trained on the needs of the child. The team continues to work with the family and their healthcare providers to address needs. This helps staff work with the parents and health care professionals to ensure the child's safety and wellbeing. If a child has a HCP, the teachers, FSS, and health staff receive training from the health consultants to support the child's health needs and keep him/her safe and cared for.

To support families in building healthy habits, the program collaborates with the COWP and the Share Our Strength's Cooking Matters Program. The COWP provides parent and child wellness workshops, monthly child nutrition and physical activity curricula, and employee health and wellness programs. Cooking Matters provides a six-week nutrition and cooking workshop for families to learn about nutrition and healthy cooking options on a budget.

Additionally, established LEA agreements, the county's early childhood council, and other community entities promote advocacy for the establishment of systems that facilitate processes for preventive care and intervention services.

Family and Community Engagement: The FSSs work with parents to assess family needs,

provide referrals, advocacy, and case management. The FSSs also work in collaboration with other staff, utilizing a multi-disciplinary approach to meet family needs. Although, most of the information is gathered at enrollment, the ongoing communication between FSSs and parents provides opportunities throughout the year for needs to be identified and supported.

Building community partnerships is essential in helping families. The program participates in partnerships such as the ECPAC and the Colorado Head Start Association (CHSA) for networking opportunities. Through these partnerships staff learns about available programs and new resources. This also identifies community trends around family wellbeing, early childhood needs, and collaboration opportunities.

The program promotes parent engagement responsive to ongoing and expressed needs of parents. The FSSs and/or teachers inform parents about engagement activities from classroom support to being a PC representative. They receive information through the parent handbook, program flyers, one-on-one conversations with teachers/FSSs, parent-teacher conferences, home visits, parent meetings, parent newsletters, etc. Parents are encouraged to participate; however, their participation is not required as a condition of their child's enrollment.

The family assessment process initiates at enrollment and becomes a flexible ongoing process entirely based on family needs, where the parents are partners. They have firsthand knowledge about their child and family situation. The information parents provide sets the course of action **ACHS** will take to meet the individual needs of the child and family. Parents give input on their child's health, development, and family information. Some common factors driving the process are family needs, health and developmental screenings, and observations.

Throughout the year, communication between staff and parents ensures family needs are addressed. The FSSs contact each family at least monthly to discuss progress on family goals and to share pertinent information facilitating their journey toward family wellbeing.

The health team, teaching staff, and the SESS supervisor also contact families to provide other support. The program recognizes some of the families have challenges possibly preventing them from participating in program events. Staff works with parents to identify barriers. Translation services are provided for parents who speak a language other than English or use sign language. Written information to families is provided in English and other languages as needed. **Services for Children with Disabilities:** The program has established agreements with the SDs that either provide funding or services benefiting HS children and their families. The program receives funding from a SD through the Child Preschool Program (CPP) to support children on IEPs. These funds enhance the quality of services. The SDs also provide services to children with IEPs. Each SD is unique in their service delivery, some offer dual enrollment while others provide direct services at the HS center. Most SDs participate in ACHS's collaborative meetings. These meetings identify children who may need a developmental evaluation by the SD. Other collaborations with LEAs are expected to increase through efforts to develop systems that will better support enrolled families and those expecting to transition to kindergarten.

The program participates in ECPAC and in its sub-committees addressing health, educational, and mental health disparities at local and state levels. The council consists of stakeholders, such as the health department, EI services, LEAs, housing development, childcare providers, child welfare, health and dental clinics, and parents.

Resource Coordination and Serving Children with Disabilities: The SESS supervisor works with the SDs special education teams to ensure children who qualify for an IEP receive services. Children are screened for developmental delays and those who meet the criteria are referred to the SDs for further developmental evaluations.

Each SD has its own guidelines and procedures regarding special education services. The program maintains inter-agency agreements to ensure children are provided the necessary

services in either, the classroom, or through dual enrollment. Additionally, the SDs offer consultations for staff to align the classroom learning with the child's IEP. Workshops for families with students on an IEP are offered to support them during the evaluation process by increasing their knowledge about the IEP process and parental rights, enhancing their advocacy skills, and preparing them for the kindergarten transition.

All children identified as high-risk for a developmental delay are monitored and those needing referrals for further evaluation through the SDs receive the necessary support from ACHS throughout the process. The program promotes parent participation and ensures parental input is regarded during the evaluation process. It also ensures all IEPs are implemented and staff monitor IEP goals throughout the program year. Ongoing internal and external monitoring safeguards the implementation of IEP services. The program utilizes tracking and reporting methods to monitor and ensure the area remains in compliance with HSPS and IDEA.

Transition

Transition from Early Head Start to Head Start: When an EHS family reaches out for HS services, they are added to the centralized waitlist and applications are prioritized based on selection criteria points. When an opening occurs, the FSSs identify the next family on the waitlist with the greatest need determined by the program's enrollment selection criteria point system. *Head Start to Kindergarten Transition:* A transition plan is developed by the child's multi-disciplinary team. Each area is responsible for implementing their transition piece to support the child and family. Children with HCPs and special dietary needs are supported by H.Sps to ensure they have a point of contact within the health office at the receiving kindergarten school. The family is also provided health documentation that will ensure a smooth transition for their child into their chosen school. Children with special needs receive guidance from the SESS supervisor to meet the special education team from the receiving school to discuss child needs

and key information needed for a smooth transition to kindergarten.

Teachers plan a field trip to a school so that children can experience the kindergarten environment. Parents receive a report on the child's developmental outcomes at the end of the school year and are encouraged to share it with their child's kindergarten teacher. Summer learning activities are provided to enhance skills during summer months before kindergarten.

Family services specialists support families in selecting a school and developing a plan outlining the kindergarten transition process. The plan includes the description of parent roles during the transition process and informs families about the documents needed to enroll their child into kindergarten. Families also receive information on the child's home school and **SD**. *Internal Transitions:* Families requesting their child be placed at another center are added to the waitlist of the desired center and take the next available slot. An internal transition meeting provides an opportunity for the current team serving the child to share pertinent information about the child and family with the staff who will serve them after the transition occurs.

Services to Enrolled Pregnant Women: Does not apply to ACHS.

Transportation: During the enrollment process, the program determines families' transportation needs. The FSSs work with the family to enroll children in a center that is closest to their home. In the past years, transportation has not been a need for most parents. When the need for transportation services arises the FSS works with families and shares transportation resources such as carpooling and bus tokens to bring/pick-up their child to/from school. Several methods of transportation are available, such as public transportation, personal vehicles, and carpooling. If it is determined that an FPA is to purchase a vehicle, the FSS will work with the family to identify steps and resources needed to accomplish this goal. Additionally, through a grant, ACHS covers Lyft/Uber fees for families needing transportation to and from the HS center.

SUB-SECTION C: GOVERNANCE, ORGANIZATIONAL, AND MANAGEMENT STRUCTURES Governance

Governance and Expertise: Members of ACHS governing board, the BOCC, are elected by the community. Adams County Head Start has an exception to a HS Act requirement because the governing board oversees a public entity and are selected to their positions by public election (reference Head Start Act 642 (c) (d)). However, the BOCC is provided expertise through the county Finance Department (FD), the AC Attorney's Office, along with ECE and development expertise through, the county's early childhood council.

Governing Body and Community Representation: The BOCC are elected by the community. The governing board represent AC residents, including ACHS parents. They bring expertise from diverse professional backgrounds including business, knowledge about the community, and are active participants in community groups. The BOCC is comprised of five commissioners and are elected in four-year terms. Not all commissioners exit their elected role during the same year.

Policy Council and Representation: The PC is comprised of members from the centers' parent committees and representatives of the community. At least 51% of the membership are parents of children currently enrolled in the program. Each center has a parent committee that is comprised of parents who have children enrolled in the center. Parents from each center elect by majority vote two parents to serve as members of the PC and one to serve as a PC alternate.

Up to 49% of PC representatives are community representative positions. These representatives are chosen based on letters of interest and/or recommendations submitted to the PC for approval. Policy Council members elect community representatives by majority vote, with the exception of the governing board's appointed representative. This representative serves as the liaison between PC and the governing body. *Governing Body and Effective Oversight:* Adams County Head Start is a division of the AC Human Services Department. The BOCC serves as ACHS's governing board. Adams County Head Start established and maintains a formal structure of governance through which parents take an active role and participate in the decision-making process of the program along with fiscal and legal responsibility through the governing board. The BOCC receives program monthly reports from each department: education, family services, support services, mental health, health and nutrition, quality assurance, fiscal, and administration. The fiscal report includes revenues and expenditures, percentage of funding spent, number of meals served and reimbursement for the meals, in-kind hours, p-card charges, and services/items purchased. They also receive program updates, such as the annual report, and child outcome reports. Program updates area also shared and during study sessions and through meetings with the director and county manager.

The BOCC and PC receive annual training on eligibility and participate in revision of procedures and criteria for recruitment, selection, and enrollment of children. They also review and approve all major policies, grant applications, agreements, contracts, operating budget, self-assessment, proposed standard of conduct, and conflict-of-interest and grievance policies. All items approved by PC are presented to the BOCC. If an approval is required by the BOCC, the item goes through a series of pre-approvals before it is placed on a public hearing. If further discussion is needed before approval, the request is presented at a study session. Once approved by the BOCC, PC receives information that the BOCC has approved the item. These are also listed on the monthly admirative reports that PC and the BOCC receive.

The BOCC also receives updates/outcomes through the human services director, the board appointed designee, and the county manager. The ACHS administrator works closely with the human services director to inform the governing board of proposed program plans/direction and utilizes their input as a component of the program's strategic planning. In addition to public hearings and study sessions, the human services director has many opportunities to present HS information, data, questions, and outcomes to the county manager and BOCC. The BOCC and PC also receive all fiscal and program audit outcomes and must approve the program budget. The People and Culture Department (human resources) works with directors to update any personnel policies and all updates must be approved by the BOCC. The PC and BOCC also approved the PC Bylaws that outline the selection method for PC representatives. The PC and BOCC have a grievance SOP used when the BOCC and PC disagree.

Advisory Committee: Adams County Head Start does not have an advisory committee. Policy Council and Key Program Information: The PC receives monthly program reports from each department including financial and administrative reports. Each manager/supervisor presents the data from their department to PC members and provide an opportunity to discuss and ask questions. For example, PC receives monthly financial reports, which include information on yearly expenditures, budget, a variance report showing the difference between monthly/yearly budgeted amount and the monthly/yearly expenditure amount. These monthly reports also include year-to-date Child and Adult Care Food Program (CACFP) reimbursement and meals served, parent/volunteer in-kind generated in-house and received from other sources, and credit card expenditures on the financial statement.

Policy Council also receives information on items they are asked to review, give feedback, and/or approve, such as applications, contracts, agreements, grants, SOPs, hiring of employees, parent involvement, and school readiness and program goals. Policy Council representatives are provided time to ask questions and discuss items. They also receive the leadership team's contact information, giving them other avenues of communication.

Additionally, PC representatives join parent committees where they share program information and parent questions are referred to the administrator, manager, or discussed at the next PC

meeting. During each meeting, representatives give center updates and pose questions asked by parents from their centers. Minutes of the PC meeting are also posted at each center.

Parent Committees and Communication: Parent committees are composed of parents from the center their child attends. This gives them opportunities to build relationships with center staff and to see how services are provided. The discussions with staff and other parents, along with their experiences at the center provide them with an overview of how the program policies, procedures, services, and activities intertwine. Also, they can provide input on policies at parent committee meetings. If a policy is being reviewed/changed by administration, a manager can request it be placed on the parent committee agenda for review and feedback. The FSS collects the policy input/data and reports back to the manager. Events, such as Cultural Literacy Festival, are presented at parent committee meetings and parents are invited to participate in the planning process. Parents are asked to complete an annual parent satisfaction survey which collects data across service areas. The data is used in strategic planning to improve service delivery.

Policy Council and Policy Committees Communication: Several avenues of communication are in place to provide PC representatives with information. They receive a monthly call from the program to remind them of the upcoming meeting, an email with the agenda and program reports, information at the PC meeting, and during the policy committee meetings. The minutes of the PC meeting are posted at each center for review by parents.

The PC representatives are the liaisons between the committee and PC. The PC members receive trainings on HS regulations, are provided detailed information regarding HS services by each department and are given information to increase their knowledge on key concepts needed for decision-making. Please refer to *Policy Council and Key Program Information* section under *Governing* for details that pertain to PC and committees communication information (*pg. 42*)

Training and Technical Assistance for Policy Council and Governing Board: The PC

representatives receive an initial orientation/training during the first PC meeting in October of each year. They receive a training manual that has the PC Bylaws, performance standards, HS ACT 642, roles and responsibilities, the internal dispute resolution and grievance procedures, and information on child outcomes. Monthly training is also provided to PC on topics such as school readiness, eligibility, Program Information Report, and self-assessment. For over 18 years ACHS has been fortunate to have community PC representatives with extensive knowledge in finance. This supports other PC representatives when discussing budgets or other financial topics.

The human services director and the ACHS administrator meet with the BOCC to provide training on their roles and responsibilities, eligibility regulations, HSPSs, and HS Act during a study session. The PC chairperson is also invited to participate in the meetings. This space serves as a venue to provide HS-related information, their legal and fiscal responsibilities, program oversight and monitoring, and also allows the BOCC to ask questions and provide feedback/suggestions. Please refer to section on *Governing Body and Effective Oversight* under *Governance* for TTA details on how the boards keep informed (pgs. 40-41).

Governing Body and Conflict of Interest: As elected officials, the governing board meets the criteria for exceptions in Section 642(c)(B-D) of the HS Act pertaining to conflict of interest. Current elected officials do not have conflict of interest with the program. Adams County Head Start employees and their immediate family members are not allowed to serve as members of the PC to prevent conflict of interest.

To avoid conflict of interest, all ACHS contracts are handled by the AC Legal and Purchasing Departments. These must go through an approval process including legal, PC, and the BOCC. These procedures are in place to ensure fiscal responsibility and fair competition. *Governing Body and Policy Council Joint Decisions:* All items approved by PC are presented to the human services director, the board's designee, and the BOCC each month. The human services director meets with the administrator to review PC documents/approvals. The director meets with the deputy county manager and county manager that reports directly to the BOCC to share pertinent information. If a study session is scheduled to discuss a particular item, the HS administrator, human services director, deputy county manager, county manager and PC chair are invited to attend. All approvals by BOCC are presented at PC and on the Administrative Report.

Human Resources Management

Organizational Chart: See the attachment Organizational Chart for the program's structure. *Criminal Background Checks Systems:* Steps taken when hiring a new employee are outlined in SOPs. Additionally, other SOPs to ensure children's safety are enacted when an employee applies for another position within the program and before a contracted staff/childcare provider initiates services, before community volunteers are permitted to be at centers, and before parent volunteers are allowed to work in the classroom.

Prior to a job offer, individuals must complete a state criminal background check, national sex offender background registry check, and motor vehicle background check. Additionally, state criminal background checks and national sex offender background registry checks are completed before service providers, childcare providers, parents, and community volunteers participate in the program. A detailed checklist tracks the completion of all necessary background checks.

Program Orientations: New employees attend the AC People & Culture (human resources) new hire orientation. This provides county-specific information, including benefits, introduction to the county's norms and values, tuition reimbursement, time entry procedures, mileage, and more. They also attend the ACHS orientation covering personnel tasks (physical, tuberculosis tests, code of conduct, confidentiality, organizational chart, etc.); the AC Human Services orientation; and a

department orientation to review duties, SOPs, and regulations. Additionally prior to providing services, service providers, childcare providers, and volunteers must attend an ACHS orientation.

Staff Training and Professional Development: The program develops a training plan annually and is reviewed quarterly by the senior leadership team (SLT). The training plan is generated based on outcomes such as federal monitoring outcomes, monthly monitoring/audit reports, classroom observations, staff and parent input, coaching, the annual self-assessment, and HSPS. See the Training Plan 2020 – 2021 attachment for details. All new staff receive an orientation, which includes agency mission, goals, and philosophy, a link to HSPS, HS ACT, and ECKLC website, the AC Employee Manual, and training specific to the department they will be working in. The county provides over 50 free trainings that range from skill building to leadership enhancement.

Each employee has an individual staff development plan, which is developed in partnership with his or her supervisor. Supervisors conduct an initial meeting with each employee to discuss personal and professional goals. Employees also develop SMART goals to work toward enhancing their job skills and professional development. Updates occur during supervision with employees.

Program Management and Quality Improvement

Ongoing Oversight, Continuous Improvement, and Continuity of Care: The program has SLT members responsible for the implementation of program operations and monitoring for compliance. The SLT includes the EM, FSM, HNM, SESS supervisor, QAM, facilities supervisor, and fiscal grant analyst (FGA) [See the Organizational Chart Attachment]. The SLT and administrator meet weekly to discuss program operations, plan future activities, and analyze program data. The administrator also meets one-on-one with each SLT member to discuss and monitor specific program areas.

The QAM analyzes program data and outcomes. The QAM reviews all monthly data and working closely with the administrator and SLT to identify potential issues and to ensure program areas remain on track to meet established goals, outcomes, and regulations. Annually, the QAM oversees the self-assessment and strategic planning processes as means for ongoing oversight, continuous improvement, and continuity of care(See Attachment: Self-Assessment).

The program utilizes a continuous improvement model. This model includes a system of data collection, reporting, analysis, and planning coordinated by the SLT. The HS administrator meets weekly with the human services executive leadership team and director, the governing board designee who is the consistent link to the BOCC. This line of communication enhances and facilitates communication across all program areas and supports ongoing monitoring and planning.

Child and family enrollment data is housed in the database, COPA. The SLT generates COPA reports to monitor and analyze data. In addition, child outcome data is entered and tracked through TSG. The accounting system, JD Edwards, is used to track all monthly expenditures and revenues. Timecards are also generated, tracked, monitored, and approved through this software.

The FD has several checks and balances to ensure funds are effectively monitored for compliance. These monitor grant revenues and expenses monthly and approve the program's draw down. The FD requires dual signatures of approval by management for program purchases. All program grants are assigned a cost-center to track expenditures by source. The FGA monitors grant budgeted expenses for compliance and reports outcomes to the FD.

The program provides cost principles training to ensure employees are informed on allowable purchases and that they understand when required approvals are needed for purchases when using HS funds. Purchases by HS areas require dual signatures of approval by departmental managers. The SLT meets with the FGA monthly to review and monitor their departmental budget.

SECTION II. BUDGET AND BUDGET JUSTIFICATION NARRATIVE

Financial and Property Management and Internal Controls: Adams County Head Start reviews SOPs at least annually to ensure existing HSPS and Code of Federal Regulations are met. These procedures support internal controls to effectively manage grant funds, property, and other assets. As an AC program, there are several systems in place for checks and balances. These systems include SOPs from the AC Attorney's Office, BOCC, Finance, Purchasing, and Payroll Departments. The Purchasing Department has a system for purchases, based on the monetary amounts for services, equipment/supplies that require authorizations from various levels of management. The program internal controls include procedures addressing cost principles; the Davis-Bacon Act; disposition of equipment and facilities; general ledger; managing program property; purchase requests; holding periodic cost projections, budgeting, and budget variance. The program is not requesting funds for purchase, construction, or major renovations of facilities.

Equipment Purchases over \$5,000

Adams County Head Start abides by the C.F.R part 75.439(b)(2) rules. The program has an SOP on purchasing equipment costing \$5,000 or more. The SOP states that in the event ACHS would like to purchase equipment costing \$5,000 or more, an approval by PC and BOCC is required followed by a request sent to the OHS for written approval.

In addition, AC has a procedure for the procurement of materials, equipment, services, and supplies over \$5,000. A documented request of at least three quotes is required for purchases ranging from \$5,000 to \$50,000. A formal solicitation including a public advertisement, or a sole-source justification is required for purchases over \$50,000. Adams County Head Start does not currently have requests for equipment over \$5,000.

Delegate Agency Agreement, Partnership Contracts: Adams County Head Start's full year budget from November 1, 2020 to October 31, 2021 is \$5,950,784. The funding sources include the requested amount from the Office of Head Start Program Operations (OHSPO), OHS Training and Technical Assistance (TTA), and the United States Department of Agriculture (USDA). Nonfederal share in-kind contributions include AC contribution, Temple Buell, CPP, AC cost

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allocations plan, Colorado Department of Human Services (CDHS), and parent/community (nonpaid) volunteers. The funding sources are listed below in detail.

The requested amount from the OHSPO is \$4,600,627 (\$4,551,820 for PA 22 and \$48,807 for PA 20). The OHSPO funds will be used for personnel salary and benefits, supplies, contracts, and other expenses. The TTA funds will be used for travel and training. Administrative costs will not exceed 15% of the budget. No waiver for administrative costs exceeding 15% is being requested. Below is a description of the costs by object class category within SF-425A Section B-6. The USDA provides up to \$200,000 for reimbursement of food (breakfast, lunch, and snacks) for children, food supplies, and a portion of the nutrition staff salary/benefits. The non-federal inkind contribution of \$1,150,157 is attained through AC, Temple Buell, CPP, AC cost allocations plan, CDHS, and parent and community volunteers (non-paid). Adams County provides \$76,600 towards salary and benefits. The Temple Buell award of \$40,000 will be used for CC supplies to enhance classroom instruction. These systems will give teachers the tools to gather data to individualize each child's developmental outcomes and school readiness. The CPP funds of \$490,218 will be used toward teacher and assistant teachers' salaries/benefits and classroom supplies. The AC cost allocations plan of \$414,981 provides services that directly benefit the program. The CDHS funds of \$31,769 will fund the three components of the IY program. Parent and community volunteers (non-paid) \$96,589 provide services in the classroom, participate in children's literacy development, and bring expertise to family and children through presentations and trainings.

Object Class Category (a) Personnel

Salaries-(See Attachment: Salary by Position) ACHS has 72.5 staff members. The total cost for salaries is \$2,976,612. Salary cost of \$2,576,318 is being requested from OHSPO. The USDA will contribute \$20,505 for salary costs. In-kind contributions of \$379,789 include AC's \$34,407,

CPP's \$336,956 and AC's cost allocations plan of \$8,426.

Child Health and Development Personnel

- The total cost for program managers and content area experts is \$396,458. The USDA funds will cover \$3,408 and \$393,050 is being requested from the OHSPO. Program managers and content area experts include the HNM, nutrition supervisor, EM, three education supervisors, and one education coach.
- The total cost for education personnel is \$1,326,287. Colorado Preschool Program funds will cover \$336,956 and \$989,331 is being requested from the OHSPO.
 Education personnel include 16 teachers, 16 teacher assistants, and 11 classroom aides.
- Family childcare personnel incur \$0 as there are no employees in this section.
- Home visitors incur \$0 as there are no employees in this section.
- The total cost for health services is \$127,611 which is being requested from the OHSPO. Health services include three health specialists.
- The total cost for nutrition services personnel is \$66,204. The USDA funds will cover \$17,097, AC will fund \$11,500 and \$37,607 is being requested from the OHSPO.
 Nutrition services personnel include one lead cook and two assistant cooks.

Special Education and Support Services Personnel: The total cost is \$120,372 for the SESS supervisor and support services specialist. The total of \$110,363 is being requested from the OHSPO and \$10,009 is covered by AC.

Family and Community Partnership Personnel

• The total cost for program manager and content area experts is \$124,067 which is being requested from the OHSPO. Program manager and content area expert include one FSM and one FS supervisor.

• The total cost for other family and community partnership personnel (eight FSSs) is \$335,621 which is being requested from the OHSPO.

Program Design and Management Personnel

- Total salary cost for the executive director is \$168,515. The executive director works about 5% of the time with the HS team totaling up to \$8,426. In-kind contribution of \$8,426 will be paid by AC cost allocation's plan and \$0 is being requested from the OHSPO. The executive director is the human services director.
- The total cost for the Head Start director (administrator) is \$106,155 which is being requested from the OHSPO.
- The QAM incurs a total cost of \$86,653 which is being requested from the OHSPO.
- Staff development incurs \$0 as there are no employees in this section.
- Managers are included in specialized areas.
- The total cost for clerical personnel is \$106,283 and is being requested from the OHSPO. Clerical personnel include one data management specialist and one administrative coordinator.
- The total cost is \$72,590 for fiscal personnel. The AC funds will cover \$12,898 and \$59,692 is being requested from the OHSPO. Fiscal personnel include one FGA.

Other Personnel

- The total cost for maintenance personnel is \$99,884 which is being requested from the OHSPO. Maintenance personnel include one facilities supervisor and one maintenance/bus driver.
- Transportation personnel incur \$0 as there are no employees in this section. Bus driver is included with maintenance personnel.

ost of Living Adjustments: as awarded by the OHSPO.

Object Class Category (b) Fringe Benefits: Benefits provided to employees include health, dental, vision, life insurance, long term disability, FICA, worker's compensation, Medicare, unemployment, AC retirement plan, and AC wellness benefits. The total estimated cost for benefits is based on the most recent factors as provided by the Payroll Department (See Attachment: Benefits). The total cost for all benefits is \$1,309,766. Benefits cost of \$1,104,137 is being requested from OHSPO. The USDA will contribute \$15,174 for benefits costs. In-kind contributions of \$190,455 are from AC's \$42,193 and CPP's \$148,262. The allocated funds are explained below.

Health Insurance: The annual estimated cost for health insurance is based on last year's rate, as provided by the Payroll Department and is \$704,117. Medical insurance cost of \$606,290 is being requested from the OHSPO. The USDA will contribute \$8,333 for medical costs. In-kind contributions of \$89,494 are from AC's \$8,082 and CPP's \$81,412. The breakdown is as follows:

- Single coverage incurs an average annual cost of \$7,670. The employee's average annual contribution is \$1,023 and the remaining annual average cost of \$6,647 is being requested from the OHSPO.
- Two-party coverage incurs an average annual cost of \$16,104. Average annual contribution by employee is \$2,942 and the remaining annual average cost of \$13,162 is being requested from the OHSPO.
- Family coverage incurs an average annual cost of \$23,160. Average annual contribution by employee is \$5,016 and the remaining annual average cost of \$18,144 is being requested from the OHSPO.

Dental Insurance: Estimated annual cost is based on last year's rate, as provided by the Payroll Department and is \$11,964. The dental insurance cost of \$10,302 is being requested from the

OHSPO. The USDA will contribute \$142 for dental costs. In-kind contributions of \$1,520 are from AC's \$137 and CPP's \$1,383. The breakdown is as follows:

- Single coverage incurs an average annual cost of \$404. The average annual contribution by employee is \$303 and the remaining annual average cost of \$101 is being requested from the OHSPO.
- Two-party coverage incurs an average annual cost of \$813. The average annual contribution by employee is \$610 and the remaining annual average cost of \$203 is being requested from the OHSPO.
- Family coverage incurs an average annual cost of \$1,413. The average annual contribution by employee is \$1,060 and the remaining annual average cost of \$353 is being requested from the OHSPO.

Vision Insurance: The estimated annual cost for vision insurance is based on the last year's rate as provided by the Payroll Department which is \$2,247. The vision insurance cost of \$1,935 is being requested from the OHSPO. The USDA will contribute \$26 for dental costs. In-kind contributions of \$286 include AC's \$26 and CPP's \$260. The breakdown is as follows:

- Single coverage incurs an annual cost of \$60. The annual contribution by employee is \$41 and the remaining annual cost of \$19 is being requested from the OHSPO.
- Two-party coverage incurs an annual cost of \$147. The annual contribution by employee is \$101 and the remaining annual cost of \$46 is being requested from the OHSPO.
- Family coverage incurs an annual cost of \$263. The annual contribution by employee is \$181 and the remaining annual cost of \$82 is being requested from the OHSPO.

Life Insurance, Long-Term Disability, FICA, Worker's Compensation and Medicare: The

estimated annual cost is based on the most recent rate, as provided by the Payroll Department and

is \$276,554. The cost of \$238,132 is being requested from the OHSPO. The USDA will contribute \$3,272 for life insurance, Long-Term Disability, FICA, Worker's Compensation and Medicare costs. In-kind contributions of \$35,150 are from AC's \$3,174 and CPP's \$31,976.

Adams County Retirement Plan: The estimated annual cost for the AC Retirement Plan, based on last year's rate, as provided by the Payroll Department, is \$287,409. The retirement plan cost of \$247,478 is being requested from the OHSPO. The USDA will contribute \$3,401 for retirement plan costs. In-kind contributions of \$36,530 include AC's \$3,299 and CPP's \$33,231.

Adams County Wellness Benefit: The estimated annual cost for the AC wellness, based on last year's rate, as provided by the Payroll Department, is \$27,475. Adams County will provide \$27,475 and \$0 is being requested from the OHSPO.

Object Class Category (c) Travel: Travel funds needed for ACHS are included in the TTA section. These include regional, state, and national conferences. Total cost for travel is \$17,100, which is being requested from OHS. The program's travel funds are used to send employees, parents, and/or volunteers to regional, state, and national conferences to enhance program knowledge, understand current and updated regulations, and improve the areas' management efforts.

Object Class Category (d) Equipment: Equipment requests \$0, there is no need at this time.

Object Class Category (e) Supplies: Supplies needed for ACHS include classroom, office, health and safety, and "other" supplies. The total annual cost for supplies is \$207,338. The total amount requested from the OHSPO is \$168,039. In-kind contributions of \$39,300 are from CPP's \$5,000 and Temple Buell's \$34,300. The breakdown is as follows:

• The total cost for classroom supplies is \$50,900. Temple Buell will provide \$4,000 and \$46,900 is being requested from the OHSPO. Classroom supplies are for education, health, disability, nutrition, and family services. Examples include books, paper, pencils, crayons, markers, reading materials, learning activities, toothbrushes, toothpaste,

supplies for special needs, and literacy materials for children and their families.

- The total cost for office supplies is \$35,494. Temple Buell will provide \$5,300 and \$30,195 is being requested from the OHSPO. Office supplies will be used by staff.
- The total cost for health and safety materials and medical supplies is \$26,164 which is being requested from the OHSPO. Health and safety materials and medical supplies include first aid supplies and lead and anemia testing supplies.
- The total cost for the CC supplies is \$50,828. The Temple Buell will provide \$25,000 and \$25,828 is being requested from OHSPO.
- The total cost for "other" supplies is \$43,952. The CPP will provide \$5000 and \$38,952 is being requested from the OHSPO. "Other" supplies include laundry services, cleaning supplies, miscellaneous institutional supplies, and supplies that do not fit under office, classroom, health and safety materials, and medical supplies.

Object Class Category (f) Contractual: Adams County Head Start contracts with many companies and organizations to provide health, dental, mental health, speech and language, occupational therapy, nutrition, translation, and janitorial services. The total cost of contractual services is \$518,180. The USDA will provide \$164,321 and \$353,859 is being requested from the OHSPO. The breakdown is as follows:

- Administrative services incur \$0 as there are no costs associated with contractual costs.
- ACHS does not have any single item in "contractual" costing more than \$150,000.
- The total cost for health services is \$64,000 which is being requested from the OHSPO includes a health services contract with Children's Hospital to provide nursing consultation services, staff training, and supervision on health issues. Additionally, medical clinics will provide health screenings and immunizations to uninsured children.

- The total cost for dental services is \$50,000 which is being requested from the OHSPO.
 The dental service contract with Salud Family Health Centers provides dental exams, sealants for children's teeth, and direct services.
- The total cost for mental health services is \$80,000 and is being requested from the OHSPO. Mental health services include Denver Children's Advocacy Center which provides mental health services to ACHS staff, children, and families.
- The total cost for speech and language pathology is \$25,253 and is being requested from the OHSPO. These services include consultants to support children, teachers, and families and services facilitating the evaluation process for special education.
- The total cost for occupational therapy (OT) services is \$4,160 and is being requested from the OHSPO. The OT services include providing strategic intervention and consultation for staff to prevent/minimize children's dangerous/disruptive behavior.
- The total cost for food service supplies is \$194,321. The USDA will provide \$164,321 and \$30,000 is being requested from the OHSPO. Food services contracts include Sysco and Meadow Gold. They provide food supplies for breakfast, lunch, and snack for children and food for parent meetings, PC meetings, and family activities/events.
- The total cost for RD consultation services is \$15,500 and is being requested from the OHSPO. These services include nutrition analyses for menus to enter "from scratch" recipes and assess nutritional status for preschool-age children. This service also increases collaboration with parents to create workshops that meet parent needs.
- The cost for translation and interpretation services is \$34,946 and is being requested from the OHSPO. The translation and interpretation contract is with Cesco Linguistic Services which provides on-site interpretation and written translation (HSPS 1303C).

- Janitorial services at all non-county owned facilities. The janitorial services contract is with Genesis Floor Care Company. The total costs for service is \$50,000 which is being requested from the OHSPO.
- Child transportation services incur \$0 as there are no associated contractual costs.
- Training and technical assistance incur \$0 as there are no associated contractual costs.
- Family childcare services incur \$0 as there are no associated contractual costs.
- Delegate agency costs incur \$0 as there are no associated contractual costs.

Object Class Category (g) Construction: Adams County Head Start is not requesting to purchase, construction, or major renovation of facilities.

Object Class Category (h) Other: The program incurs other costs that do not fit in the above categories. The total cost for "*other*" is \$852,611. The total in-kind contribution is \$503,144, which includes \$406,555 from the AC cost allocation plan, \$96,589 from volunteers, and \$349,467 is being requested from the OHSPO. These *other* costs are outlined and broken down as follows:

- Lease agreements include five different locations (See Attachment: ACHS Centers).
 The total lease agreements cost is \$142,852 and is being requested from the OHSPO.
- Mortgage ACHS does not have a mortgage obligation for this program year.
- Utilities and telephone costs include cell phone, internet service, texting services, water, gas, electricity, sewer, and sanitation. The total cost for utilities and telephone is \$35,452 which is being requested from the OHSPO.
- Building and child liability insurance–Child liability insurance is covered by the AC's insurance policy. The total costs for insurance are \$34,114. An in-kind contribution of \$34,114 is provided by AC cost allocations plan and \$0 is requested from the OHSPO.

- Building maintenance/repair and other occupancy include all non-county owned facilities, supplies for minor facility/playground repairs, building repair and maintenance. The total costs for building maintenance/repair and other occupancy is \$47,220 which is being requested from the OHSPO.
- Incidental alterations/renovations- There are no costs, as there are no plans for alterations or renovations during this program year.
- Local travel costs include mileage reimbursement, vehicle maintenance and repair, gas and oil. The program uses the mileage reimbursement rate established by the IRS. Currently the rate is \$0.575 per mile. The total cost for local travel is \$17,025 and is being requested from OHSPO.
- Nutrition Services- The program is funded through USDA for needed nutritional services and is not requesting any funds from OHSPO during this grant year.
- Child Services Consultants- Child services are noted in the *Contractual* section.
- Volunteers include families who help with meals, clean up, and organization. The program also sends projects home for volunteers to cut, color, or prepare so they can be used in the classroom. All of this time is valued at an assistant teacher's salary and benefits rate. The estimated total in-kind contribution is \$96,589.
- Substitutes- There is no cost associated with substitutes as ACHS uses other funds to pay for substitutes on an as-needed basis.
- Parent services include costs associated with parent trainings, parent online platform,
 PC meetings, and childcare for these meetings. Costs also include meetings supplies.
 The total cost for parent services is \$37,256 and is being requested from the OHSPO.
- Adams County provides accounting, human resources, and legal services. These include

costs for accountants, accounts payable and account receivable clerks, purchasing agents, payroll technicians, budget and human resources specialists, training, and legal services. The total cost for services is \$172,584. An in-kind contribution of \$172,584 is provided by the AC cost allocations plan and \$0 is requested from the OHSPO.

- Information technology and facility services are provided by Adams County. The total cost for these services is \$199,857. An in-kind contribution of \$199,857 is provided by the AC cost allocations plan and \$0 is requested from the OHSPO.
- Publications, advertising, and printing include all program printing costs. Printed materials include the annual report, staff calendars, parent calendars, parent handbooks, forms, letterhead, and business cards. Total costs for publications, advertising, and printing is \$15,256 and is being requested from the OHSPO.
- Training and staff development include training on parent engagement and working with families in poverty. The total cost is \$3,000 and is being requested from OHS.
- *Other* includes the cost for membership dues for the National Head Start Association and the CHSA, licensing fees, postage costs, polling and tracking tools, assessment tool subscriptions, and copier lease payments. The total cost is \$51,406 and is being requested from the OHSPO.
- Adams County Head Start does not currently have any single item in "other" costing more than \$150,000.

Object Class Category (h) Other Training: Training and staff development is an important piece of ACHS. Workshops and classes are actively sought to enhance employees' knowledge. The total cost for training and/or staff development is \$69,176. Adams County Head Start is requesting \$31,707 from TTA. In-kind contribution for training comes from CDHS's \$31,769 and Temple

Buell's \$5,700. Total costs are outlined and broken down as follows:

- Tuition and books for approximately 16 college courses are available to support employees pursuing college degrees. The total cost for tuition and books is \$13,407 which is being requested from the OHSPO.
- Education staff workshops include language and literacy, CLASS, coaching, training, and social/emotional development. Total cost for education staff workshops is \$8,400 which is being requested from OHSPO.
- Pre-service trainings include HSPS and SOPs trainings with all staff. The total cost for pre-service training, including consultants that facilitate the trainings is \$4,600 which is being requested from the OHSPO.
- Staff workshops cover topics such as health, nutrition, cultural diversity, team building, and family and support services. The total cost for staff workshops is \$5,300 and is being requested from the OHSPO. This includes consultant fees and materials.
- In-kind contribution of \$31,769 is provided by CDHS for the three components of the IY program. The three components are TCM, IYDS, and parenting program.
- In-kind of \$5,700 is provided by Temple Buell for CC, TSG, and coaching.
- Currently, ACHS does not have any single item in "other" costing more than \$150,000.

Object Class Category (i) Total Direct Charges: The total for direct charge is being requested from OHSPO for \$4,551,820 and \$48,807 is being requested from TTA.

Object Class Category (j) Indirect Charges: Currently, ACHS has no indirect charges.

Object Class Category (k) Totals: The total for **c**ategory which is requested from OHSPO is \$4,551,820. Category totals requested from TTA is \$48,807. Adams County Head Start does not have plans to make a single item purchase of \$150,000 or more this budget year,.

Once ACHS takes possession of a property/asset, it follows the AC Capital Assets Policies and Procedures. The procedures state that once it is acquired, general accounting creates an asset record in the capital asset module using the JD Edwards software. This system helps maintain complete and accurate information relating to its capital assets as required by the Governmental Accounting Standards Board for the purpose of financial presentation in accordance with Generally Accepted Accounting Principles. Once in the system a physical capital asset tag for equipment will be issued with an asset number and bar code. On a rotating base, accounting staff conduct an annual inventory review.

ADAMS COUNTY HEAD START NON-FEDERAL MATCH: Adams County Head Start complies with federal statutes, regulations, and the terms and conditions of the Federal Awards CFR75.303. The program monitors to ensure compliance with internal controls. Below are the contributions that ACHS will use as the non-federal resources. Total in-kind contribution and non-federal match from donated goods, services, and volunteer hours is \$1,150,157, which is 20% of funds requested from OHSPO (Section 1303.4). Donated services provided by the grantee; AC cost allocation plan is \$414,981. The cost allocation plan is used by the county to claim indirect costs as charges against grants. The document is prepared in compliance with 2 CFR Part 200. Consultants prepared the cost allocation plan utilizing a double step-down methodology. Volunteer time (4,312 hours based on a rate of \$22.40 per hour) is \$96,589. This rate is based on the average teacher assistant's salary and benefits. The AC contribution of \$76,600 is a non-federal contribution to HS's personnel, based on current salary and benefits. Temple Buell provides a \$40,000 non-federal contribution to purchase CC materials and equipment. The CPP's contribution of \$490,218 is a state, non-federal contribution used for education staff salary, benefits, and other supplies. The CDHS gives an in-kind contribution of \$31,769. This is based on training and material expenses used for workshops and materials.

NON-FEDERAL MATCH WAIVER REQUEST- Currently not requesting a waiver.

ENROLLMENT REDUCTION- The program is not requesting enrollment reduction.

CONVERSION- Adams County Head Start is not requesting conversion

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
All Work Areas	HS Performance Standards	Staff will improve their	Child Abuse, Neglect,	All ACHS Staff	Internal			Pre-Service; August
	1302.92 (b)(2)	ability to recognize/identify	Maltreatment					
	1302.47(b)(4)(i)(F)	signs of child abuse and						Post-hire for new employees
	State Licensing	neglect. Staff will be able to			Online (PDIS)		Х	
	7.702.33C	respond appropriately to						
	7.707.32A11	situations of suspected child	#1					
	Licensed Child Care	maltreatment						
	Requirements (CCR)							
	5. Health, safety and							
	nutrition							
All Work Areas	HS Performance Standards	ACHS new employees will	ACHS Program Philosophy	New employees	Internal			Post-hire for new employees
	1302.92(a)	understand ACHS's mission,						
	Licensed CCR	vision, philosophy and goals						
	7. Program planning and	and how they influence and						
	development	drive program decisions and						
		service delivery.	#2					
All Work Areas	HS Performance Standards	Staff will improve their	Disaster Preparedness and	Center Staff	Internal			September Center Meetings
	1302.47(b)(4)(g)	knowledge of evacuation	Emergency Response.					
	State Licensing	routes and procedures, which						
	7.701.100A	will help ensure effective and	FEMA	New employees	Online (PDIS)		Х	New Employee Orientation
	7.702.33(D)(01)	efficient responses during						
	Licensed CCR	emergency situations.						
	5. Health, safety and		#3					
	nutrition							
All Work Areas	HS Performance Standards	Staff will improve their	Building and Premises Safety	Center Staff	Internal		Х	August
	1302.47(b)(4)(i)(E)	knowledge of center						
	State Licensing	environment to ensure safety		New employees				New Employee Orientation
	7.702.33D1&2	of children in their care to						
	Licensed CCR	include building & physical						

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING TOPIC	WHO WILL ATTEND	DELIVERY METHOD: INTERNAL, EXTERNAL, ONLINE	COST FY20	CERT	TIMEFRAME
	5. Health, safety and nutrition	premise safety including identification of and protection from electrical hazards, bodies of water, and vehicular traffic	#4					
All Work Areas	HS Performance Standards 1303.4	Increased awareness of parent involvement as it relates to in-kind; acquiring goods and services	In-kind policies & procedures #5	All ACHS Staff	Internal			Pre-Service; August
All Work Areas	State Licensing 7.702.33C HS Performance Standard 1302.90(c)(1) 1303.20-24	Staff will increase their knowledge of ACHS policies & procedures.	Review and acknowledge; • Policies & Procedures • Standard of Conduct • Confidentiality/FERPA #6	All ACHS Staff New Employees	Internal		Signed docume ntation in file	Pre-Service; August Post-hire for new employees
All Work Areas	HS Performance Standards 1302.47(4)(A)(H)(6)(i) (7)(iii) 1302.47(a)(4)(i)(a) 1302.47(b)(4)(i)(h) State Licensing 7.702.33G 7.702.33(D)(2) Licensed CCR 5. Health, safety and nutrition TCDPH 6 CCR 1010-7 7.10.1	Staff will consistently use proper hand washing and bodily fluid handling techniques. This training covers the definition of standard precautions, ways to control and prevent the spread of infectious diseases, and ways to protect yourself from infectious diseases. It will also cover reasons to exclude children and staff	 Standard Precautions ACHS Standard Precautions SOP How Sick is Too Sick Illness Logs Reporting Illnesses Safety/Storage of hazardous materials & bio-contaminants 	All ACHS Staff New Employees	Internal 1 ½ hour Presentation Online CO PDIS Shines		X	Pre-Service; August Post-hire for new employees

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING TOPIC	WHO WILL ATTEND	DELIVERY METHOD: INTERNAL,	COST FY20	CERT	TIMEFRAME
					EXTERNAL, ONLINE			
		and your exposure control plan specific to your facility.	 Infectious Disease Control **(COVID-19) #7 					
All Work Areas	HS Performance Standard: 1302.90(c) 1302.92(a)	Service Providers will have increased knowledge of ACHS mission goals,	Service Provider Packet	Service Providers, Interns & Volunteers	Internal			September
		policies & Standard of Conduct	#8					Ongoing
All Work Areas	CACFP Training Requirements	Provide annual refresher course addressing basic childhood nutrition	CACFP Required Training:Meal PatternsCreditable Foods	All ACHS Staff	Internal			Pre-Service; August Education
	HS Performance Standards 1302.47(6)(ii) 1302.47(b)(4)(i)(D)	information, family-style meals, minimum portion sizes, creditable foods, basic	Minimum Portion SizesRecord Keeping/Meal					
	State Licensing 7.702.55	sanitation, mealtime atmosphere & review of CACFP's Civil Rights Guide	CountsCivil Rights					
	Licensed CCR 5. Health, safety and nutrition	& ROMs.	• Food Allergies #9					

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
Fiscal Data Management	CACFP Manual Section 5-	Claims submission and	CACFP Claims Submission	Fiscal Grants Analyst	Internal			August
Nutrition	page 62	review procedures: method	and Review Procedures	Data Management				
		of submitting claim		Specialist				
		information to the sponsoring		Nutrition Supervisor				
		organization and methods for		Health & Nutrition				
		the sponsoring organization		Manager				
		to verify claim accuracy.	#10					
Nutrition	CACFP Training	Food safety and sanitation	In depth Food Safety &	Nutrition Staff	External		Х	August
	Requirements	training for food handlers as	Sanitation for food handlers					
	HS Performance Standards	it pertains to their roles and						
	1302.47(6)(ii)	responsibilities						
	State Licensing		#11					
	7.702.55							
All Work Areas	HS Performance Standards	Opportunity is provided for	COWP	Education	External		Х	August
	1302.46; 1302.50;	parent involvement of	Collaboration/Partnership					
	1302.93(b); 1302.92	children in food-related	• Parent Wellness					
	Licensed CCR	activities. Forming	Workshop					
	1. Child growth and	community partnerships to	*					
	development	provide resources to families	 Physical Activity 					
	5. Health, safety and	and staff.	Classroom Curriculum					
	nutrition		• Employee Wellness					
	8. Teaching practices							
	COWP MOU		#12					

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
All Work Areas	Continuous Improvement	Staff will have an	Developing & Strengthening	All ACHS Staff	Internal	(\$500)		December
		opportunity to share ideas	Teams					
		and develop strategies to						
		work better as a team to						May
		achieve program goals and	#13					
		uphold mutually agreed upon						
		values.						
All Work Areas	HS Performance Standards	Staff will communicate with	Cultural Diversity &	All ACHS Staff	External			September
	1302.12(m)(1)(ii)	children, families, staff and	Competence: Building					
	1302.92(b)	our community in a	Bridges Out of Poverty					
		culturally competent and						
		sensitive manner.	#14					
All Work Areas	HS Performance Standards	Increased knowledge of HS	State & National	ACHS Employees &	External	(\$5,000)		TBD
	1302.92(b)	services & increased skill	Conferences	PC Members				
		level for component areas.						
			#15					
All Work Areas	HS Performance Standards	Increased knowledge of HS	Regional Conferences	ACHS Employees &	External	(\$3,500)		TBD
	1302.92(b)	services and increased skill		PC Members				
		level for component areas.	#16					
Nutrition	Recommended per CACFP	Increase knowledge	CACFP Conference	Nutrition	External	(\$1,200)		Spring
	training topics	surrounding CACFP		Supervisor +/or Cook				
		regulations and network with						
		other programs providing						
		CACFP.	#17					
All Work Areas	HS Performance Standard:	Staff will increase their	Substance Abuse	All ACHS Staff	External	(\$1,000)		Pre-Service; August
	1302.093(b)	knowledge of substance	(Tobacco Cessation,					_
	Licensed CCR	abuse and the impact of	Marijuana, Opioids targeted					
	5. Health, safety and	substance abuse on children	to non-substance abuse					
	nutrition	and families. Staff will also	counselors, or first line case					

Adams County Head Start

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
		understand mandatory	management that will make					
	1302.92(b)(4)-training for	reporting surrounding this as	referrals and understand					
	staff that improves	well as how to provide	when to involve child					
	child/family outcomes	resources within their scope	licensing. As well as					
	1302.53 (a)(2)(i)and	of practice.	incorporate MI skills).					
	substance abuse treatment		To support families					
	providers		struggling with substance					
			abuse issues through case					
			management.					
			#18					
Family Partnerships,	HS Performance Standards	Staff will obtain knowledge	Kindergarten Transition	Health	Internal			Annually
Health, Special Education	1302.92(b)(5)	of process of Kindergarten		FSS				
& Support Services, Early		transition as it pertains to		Education Staff				
Childhood Development	1302.71(c)(2)(i)-	their roles and		Support Services				
	Community Collaborations	responsibilities						
	for transitions at a min.							
	coordinate with schools to		#19					
	ensure relevant records are							
	transferred to school/next							
	placement							
ACHS Health Staff	HS Performance Standards	To assist health staff in	College Classes/Continued	ACHS Health Staff	External	(\$2,407)		Ongoing
	1302.92(b)(1)	acquiring or increasing their	Education					
	1302.92(b)(4)	knowledge and skills and						
		improve child and family						
		outcomes. Staff completing						
		a minimum of 15 clock hours	#20					
		of professional development						
		per year.						

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
Transportation	HS Performance Standards	Bus Drivers will safely	Student Transportation	Bus Drivers	External			August
	1303.72(d)	transport students in school	Pre-Trip Inspections;					
	CDE Transportation	bus and proactively maintain	Confidentiality; Safety					
	Regulations	school buses.	equip/wheelchair lift					
			#21					
Transportation	HS Performance Standards 1303.72(e)	Ed Staff will safely load/unload students on/off the bus and will help ensure the safety of students through proper use of safety restraints and safety equipment as well	Education Staff Bus Duties	Education Staff	Internal			August
		as bus evacuation procedures.	#22					
Child Health and Development	HS Performance Standards 1302.47(4)(C)(D)(7)(iv) 1302.47(v)(4)(i)(c) State Licensing 7.702.52(c)(07)	Staff will properly administer medication to children in the program, provide required documentation and follow mandated labeling requirements.	Medication Administration Skills Training for: • 3-year certification • Annual delegation **COVID-19 #23	Health Team; Education staff	External (CHCC/RN) & Online (Four classes due to large groups)	(\$600)	X	August

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
Child Health and	HS Performance Standards	Staff will be able to	First Aid &	Center staff	External (50 people)	(\$2,500)	Х	August
Development	1302.47(4)(j)	administer First Aid and	Infant-Child CPR/AED	Education Teachers,	(Two classes due to			
	State Licensing	Infant/Child CPR, which will		Assistant Teachers,	large groups)			
	7.702.52B4	help ensure the health and	**COVID-19	Classroom Aids, FSS				
		safety of students; Staff will		staff, Health Staff				
		also learn how to use the		(2-year certification)				
		automated external	#24					
		defibrillator (AED)						
Child Health and	State Licensing	PDIS Course Description	Introduction to CPR and First	All staff who are not	Online (CO Shine		Х	30 calendar days of
Development	7.702.52.B5	https://ecpd.costartstrong.org	Aid (Online non-skilled CPR	CPR/FA Certified	PDIS)			employment & renewed
	7.712.42.E2	/ets/store/item/?id=5fce4257-	certification)					every two years if not
		bc43-11e8-a99f-						CPR/FA certified
		0683e33026b0						
			#25					
Environmental Health and	HS Performance Standards	Parents will learn about	Pedestrian Safety	Parents	Internal			August
Safety	1302.46(b)(1)(v)	appropriate vehicle and						
		pedestrian safety for keeping						Ongoing
		children safe.	#26					
Environmental Health and	State Licensing	Any staff responsible for the	Immunization	Health Team	Online (PDIS)		Х	Within 30 days from
Safety	7.702.33N (Staff) &	collection, review and						employment &
	7.702.45C6 (CHCC)	maintenance of the child						Annually
		immunization records must						Donna (12/2019)
		complete the CDPHE						Diana (4/2020)
		Immunization Course. This	#27					Jamie (3/2021)
		must happen within 30 days						Leslie (3/2021)
		of employment and annually.						Christina (12/2019)

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
Environmental Health and	HS Performance Standards	Staff will obtain knowledge	Prevention & response to	Education Staff	Internal			August Education Team
Safety	1302.47(4)(i)(D)	regarding the process to	emergencies due to food and					Meeting
		manage allergic and food	allergic reactions					
		allergy reactions in order to						
		ensure safety of all children	#28					
Environmental Health and	HS Performance Standards	Staff will obtain the	Prevention of shaken baby,	Education Staff	Online (PDIS)		X	August
Safety	1302.47(4)(i)(F)	knowledge of prevention of	abusive head trauma	FSS				
	State Licensing	shaken baby, abusive head		Health				
	7.702.33F	trauma	#29	Special Education &				
	7.707.32A10			Support Services				
Environmental Health and	HS Performance Standards	Staff will obtain the	Safe Sleeping Practices for	Education Staff	Online (PDIS)		Х	Pre-service; August
Safety	1302.47(4)(i)(B)	knowledge of prevention of	Pre-School Children	Health	https://www.virtuallabs			
	State Licensing	sudden infant death		FSS	chool.org/preschool/saf			
	7.702.3.E	syndrome (SIDS) and use of	#30		e-environments/lesson-			
	7.707.75G	safe sleeping practices.			<u>6</u>			
Early Childhood	HS Performance Standards:	Teachers will increase	Creative Curriculum/TSG	Education Staff	External	Funded by Temple		August
Development	1302.92(b)(5)	knowledge and practices on				Buell (\$3,000)		
	State Licensing	effective curriculum						
	7.702.33(K)(L)(1)	implementation and use of	#31					
		data to individualize						
Early Childhood	HS Performance Standards	Education staff	Creative Curriculum	Education Manager	External	Funded by Temple		May
Development	1302.92(c)	understanding coaching to	Coaching to Fidelity			Buell (\$1,200)		
		fidelity for Creative						
		Curriculum						
			#32					

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
Early Childhood	HS Performance Standards	Staff will increase their	Special Needs/Mental Health	Education Staff	Internal			August
Development	1302.33	knowledge of the screening	Referral Process	FSSs				September
	(a)(1),(2),(3),(4),(5),(b)(1),	and referral process as well		Health Specialists				New staff as needed
	(2),(3),(c)(1),(2),(3),(4)(d)	as the Collaborative Meeting		Head Start Parents				
	1302.92(b)(5)	Process to identify children		Mental Health				
		with special needs in a timely	#33	providers				
		manner						
Early Childhood	HS Performance Standards	Promote positive and	Incredible Years (Teaching	Education Staff	External	Funded by CDHS	Х	Ongoing
Development	1302.92(b)(5)(c)(1),(2),(3)	proactive teacher classroom	Classroom Management &			(\$31,769)		
		management strategies and	Dinosaur School)					
		positive teacher-parent						
		partnerships in order to						
		promote children's social and						
		emotional skills, academic						
		readiness, and to reduce	#34					
		instances of negative						
		behaviors in the classroom.						
Early Childhood	HS Performance Standards	Teachers' increase quality	CLASS	Education Staff	Internal			August
Development	1302.92 (b)(5)	interactions with children.						
	ACHS Goal 1 Objective 1		Refresher					Ongoing
			#35					
Early Childhood	ACHS Goal 1 Objective 1	Education Supervisors align	CLASS Recertification	Education Supervisors	(3)	(\$900)	Х	Ongoing
Development		in fidelity with observation		Education Coach				-
		tool (recertification)		Education Manager				
				Quality Assurance				
			#36	Manager				

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
Early Childhood	HS Performance Standards	Teachers to increase	ASQ	Education Staff	Internal			Ongoing
Development	1302.92 (b)(5)	knowledge on implementing						
		the ASQ and ASQ-E						
			#37					
Early Childhood	HS Performance Standards:	New Education staff will	Creative Curriculum/TSG	Education Staff as	External	Funded by Temple		July/August and as needed
Development	1302.32(a)(1)(i)	gain knowledge and practices		needed, Special	Online courses	Buell (\$1,500)		with new Lead Teacher &
	1302.32(a)(2)	on effective use of creative		Education & Support	Implementing Gold			Assistant Teacher staff
	Licensing Child Care	Curriculum and Teaching		Services Supervisor	(\$150 per Teacher),			
	Requirements (CCR)	Strategies Gold			Creative Curriculum			
	2. Child observation and				for PS-Daily Resources			
	assessment		#38		(\$150 per teacher)			
	8. Teaching practices							
Early Childhood	HS Performance Standards	Improve Instructional	Inclusive Practices That	Education Staff	External	(\$4,500)		August
Development	1302.60	Support and Overall TSG	Support Every Child's					
	1302.31(a)/(b)(1)	scores by gaining skills on	Learning and Development					
	Licensing CCR	Inclusive Practices						
	2. Child observation and							
	assessment		#39					
	8. Teaching practices							
Early Childhood	HS Performance Standards	Teachers learn and renew	Supervision of Children	Education Staff	Internal			Education – August
Development	1302.21(b)(2)	knowledge on required						_
	ACHS SOP Supervision of	processes and procedures for						September Center Meeting
	Children	supervision of children	#40					
								January Center Meeting

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
ACHS Education Staff	HS Performance Standards	Increase knowledge of Early	College Classes	ACHS Education	College Courses &	(\$11,000)	Final	Ongoing
	1302.91	Childhood Education & meet		Staff	textbooks		grade/	
	Sec. 648A. Staff	mandated requirements for					transpcri	
	Qualifications and	Bachelor's, AA degrees,					pt	
	Development	Director Qualification, CDA						
		requirements, and all other						
		requirements mandated by	#41					
		OHS.						
ERSEA	HS Performance Standards	Verify income eligibility to	Eligibility & Income	Family Services	Internal			August 31
	1302.12	ensure employees	Verification; Completion of	Manager,				
		responsible for determining	Income Verification Forms	Family Services				
		& verifying income	ensuring proper	Supervisor, FSSs				November 30
		eligibility are fully aware of	documentation					
		all regulations & procedures;						
		to increase understanding of						February 28
		use of Verification Forms as						
		supporting documentation.	#42					
Family Services and	Self-Assessment Action	FS and Ed staff will increase	Emergency and pick up	Family Services	Internal			FS – August
Education Staff	Plan	their knowledge in ensuring	forms - ensuring proper					
		proper completion of the	completion and updating of	Education				Ed – August
		emergency and pick up forms	the forms.					
		in the child's file and						
		emergency binders in the						
		classroom.	#43					

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
Family Partnerships	HS Performance Standards	A trail of documentation	Family Partnership	FSSs	Internal			September 30
	1302.52(a)	regarding contact with	Agreements					
STOPPED HERE		parents/guardians on FPA						
		Goals will reflect attempts to						
		support families in reaching						
		their goals	#44					
Family Partnerships	HS Performance Standards	Parents will improve their	Parent Meetings	ACHS Parents	Internal			Parent Meetings
r annry r artifersnips	Family Partnerships	knowledge and skills to	September – Parent	rients ratents	momai			Ongoing
	1301.4	enhance their parenting	Elections/ School Readiness		External			September through April
	1302.50(b)(1)	skills, knowledge, and	November- Social emotional		External			April 30
	1302.50(b)(2)	understanding of the	development and behavior					ripin 50
	1302.50(b)(3)	educational and	management					
	1302.51(a)	developmental needs and	January –Kindergarten					
	ACHS Goal 1, Objective 5	activities of their children	Transition					
	1302.46(b)(iii)(iv)	and to share concerns about	March- Mindfulness and					
		their children with program	family yoga					
		staff.	April – The social/emotional					
			aspect of kindergarten					
			transition					
			#45					
Support Services &	HS Performance Standards	Parents will learn strategies	Incredible Years Parenting	Head Start parents	Internal		Х	May
Family Partnership	1302.46 (a)	and skills that promote	Program	Parents/Guardians				
	1302.46 (b)(1)(iv)	children's social competence		from Adams County				
	1302.51(b)	and reduce behavior		Community				
		problems.						
		The classes will focus on						
		strengthening parent-child						
		interactions, nurturing						

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
		relationships, reducing harsh						
		discipline, and fostering						
		parents' ability to promote	#46					
		children's social, emotional,						
		and language development						
Family Partnerships	HS Performance Standards	FSSs will have an increased	Family Development	FSSs	External	(\$1,800)		September
	1302.91(e)(7)	knowledge of a strengths-	Credential (FDC) Refresher					
		based case management						
		model.						
		Implement MI in case	#47					
		management strategies.						
Finance	Program Improvement	Management staff will	Cost Principles, suspension	Management Team	Internal			August
	45CFR75	increase their understanding	debarment, County procedure					
	45CFR75.361	of applicable costs for grant	and retention of fiscal	P-card Holders				
		funded programs	records					
			#48					
Support Services	HS Performance Standards	Provide individualized	Teaching Staff individualized	Education Staff	External	(\$3000)		As needed/Ongoing
	1302.92(b)(5)	training for teaching staff on	training on classroom					
		classroom management and	management					
		other topics based on						
		individual professional	#49					
		development needs.						

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
Support Services	HS Performance Standards	Education Staff will learn	Trauma-Informed	Education Staff	External	(\$1500)		May
	1302.93(b)	Trauma-Informed	Teaching Strategies for					
	1302.92(b)(5)	Teaching Strategies for	Managing Challenging					
		Managing Challenging	Behavior in the					
		Behavior in the Classroom	Classroom					
		and other tools that they						
		can use to promote						
		resilience and emotional						
		competency in the	#50					
		classroom.						
Support Services	HS Performance Standards	FSS team and Health Team	Secondary Trauma and the	Family Services Staff	External	(\$1000)		May
	1302.92(b)(3)(4)	will gain a deeper	Importance of Self-Care in	& Health Specialist				
	1302.93(b)	understanding of the effects	Schools					
		of secondary trauma as well						
		as the need for ongoing self-						
		care in educational settings	#51					
Support Services	HS Performance Standards	Parents will learn about:	Understanding Special	Head Start Families	External	(\$500)		May
	1302.46(b)(1)(iv) 1302.46(b)(2)(ii)(iii) 1302.62 (a)(1)(b) ACHS Goal 1, Objective 5	• Key areas of law	Education; basic of IDEA and IEPs					
		• Parent rights and						
		responsibilities						
		• The IEP process,						
		• The HEP process, including methods for						
		ensuring that IEPs are						
		effective and lead to the						
		desired positive						
		outcomes for students	#52					
		outcomes for students						

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
Support Services	HS Performance Standards	Parents will learn what	Advocacy: skills for effective	ACHS families	External			May
	1302.62 (a)(1)(b)	advocacy means and how to	parent advocacy for children					
	ACHS Goal 1, Objective 5	improve their advocacy	with special education needs					
		skills. Parents will also learn						
		how they can make a						
		difference in their	#53					
		community.						
Support Services	HS Performance Standards	Parents will learn about:	Transition from Pre-K to	ACHS families	External	(\$500)		May
	1302.71(b)(1)(2)	 School choice 	Kindergarten for students					
	ACHS Goal 1, Objective 5	• Decision consideration	with an IEP					
		• Parent transition						
		activities						
		 School readiness 						
		Communication between						
		old school and new						
		school						
		• Open enrollment	#54					
		• Types of school						
		 Special Education and 						
		kindergarten						
Quality Assurance	HS Performance Standards	Increase knowledge on data	Topics related to data	Quality Assurance	External	(\$3,000)		May
	1304.51(1)(iii)	analysis, information quality	management and utilizing	Manager				
		and using data as the driver	data for continuous					
		for organizational direction.	improvement					
			#55					

ADAMS COUNTY HEAD START TRAINING PLAN 2020-2021

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
Quality Assurance	Colorado Department	Increase knowledge on	Health and Sanitation Rules	All Staff	Online	(\$0)		August
	Public Health &	proper sanitation and	and Regulations Training					
	Environment DEHS	disinfecting; Handwashing &	Colorado Train Website					
	7.10.2	Hygienic Practices; Food	Train.org/Colorado/Access					
	7.10.3	Surfaces						
	7.10.5							
	7.10.6		#56					
	7.11.6 (C)							
Program Management	Self-Assessment	Ensure projects meet	Change Management Online	Leadership Team	Online	(\$0)		January
	Strategic Planning	objectives on time by	Course					
	Improving Communication	increasing employee						
	Across the Program Goals	adoption and usage. This						
		includes changes to						
		processes, systems and	#57					
		technology.						
Program Management	Self-Assessment	The leadership team will	Fundamentals of Project	Leadership Team	Online	(\$0)		May
		enhance project management	Planning and Management					
		skills on risk analysis and	Online Course					
		project planning. Build core						
		knowledge needed to manage						
		key program projects that	#58					
		support OHS requirements						
		and program goals.						

ADAMS COUNTY HEAD START TRAINING PLAN 2020-2021

WORK AREA	JUSTIFICATION	ANTICIPATED OUTCOME	TRAINING	WHO WILL	DELIVERY METHOD:	COST	CERT	TIMEFRAME
			TOPIC	ATTEND	INTERNAL,	FY20		
					EXTERNAL, ONLINE			
Program Management	Strategic Planning	The leadership team will	Building Your Leadership	Sr. Team:	Online	(\$0)		May
	Improving Communication	enhance relationships with	Skills Online Course	Administrator				
	Across the Program Goals	staff. Leadership will grow		Special Ed. & Support				
		their self-awareness and		Services Prog.				
	Outcomes and 5 Year	sensibility and will learn to		Supervisor				
	Program Goal	manage quality relationships.		Family Services				
				Manager				
				Education Manager				
			#59	Health and Nutrition				
				Manager				
				Quality Assurance				
				Manager				
Program Governance	HS Performance Standards	The Governing Board and	Roles and Responsibilities;	AC Governing Board	Internal			AC Governing Board
	1301.5	Policy Council will increase	Head Start Performance					R&R Annually
	1302.12(m)	knowledge about their roles	Standards & Head Start					Eligibility as needed
	Head Start Act:	and responsibilities that will	ACT; Eligibility & Income					
	Section 642 c1&2	help in effective oversight.	Verification	Policy Council	Internal			Policy Council
		Overview of Eligibility &						Meetings
		Income Verification.						
		Overview of HS Performance	#60					
		Standards & Head Start ACT						

This is ACHS's comprehensive training plan. It is developed annually and is reviewed quarterly by the senior management team. The training plan is based on the results of monitoring visits, monthly monitoring reports, classroom observations, children's outcome data, staff input, staff professional development plans and the annual self-assessment.

*Verification of training completion will include agenda and sign sheet; certificates as required.

**COVID-19 depending on pandemic, some items will need to change.

Quality Improvement Area	Action Plan	Person(s) Responsible	Timeline	Date Accomplished
Tri-County and Licensing Inspections	 Develop a procedure for monitoring/tracking Tri-County and Licensing inspections, a. Develop tracking sheet, including tasks and responsible parties, tracking completion of tasks, and date response submitted. Establish a folder on Admin. Drive; create a folder for each center. Save inspections, tracking sheet and response letter in folder. A copy is kept at the center and the original documents will be placed in file room at HSC. 	 Education Manager (EM), Health and Nutrition Manager (H&NM) 1(a). EM, H&NM EM, H&NM EM, H&NM EM, H&NM 	 July July Aug. Ongoing Ongoing 	
Parent Engagement	Refer to program goal and objectives for 5 year Head Start grant focused on improving parent engagement for specifics.	Administrator (admin), Senior team (SLT), Supervisors, all department staff	July	
System to Monitor and Track 5 Year Goals	 Establish clear expectations on tracking/monitoring of 5 year goals Establish a folder on admin. drive specifically for 5 year goals tracking; create a sub-folder for each HS department. Each senior team member will save monthly reports on and supporting documentation in department sub-folder. 	 Admin, Quality Assurance Manager (QAM) QAM SLT 	1. July 2. July 3. Monthly	
Build core knowledge on project management that supports regulation compliance and the attainment of program goals.	 Identify training needs (using outcome data, health and safety checklists, self-assessment, professional development requests etc.) Provide trainings to build core knowledge needed Establish clear expectations for completing program projects. 	 SLT, QAM, admin, supervisors Admin, QAM Admin, SLT, QAM, 	 Ongoing As needed As needed 	
Establish and utilize monitoring and tracking systems that ensure compliance of regulations and support the attainment of program goals.	 Set clear expectations for the establishment and use of monitoring and tracking systems. The selected monitoring and tracking tool will be used by each department to ensure compliance of regulations or completion of project/task. Meet with departmental leadership team (DLT) by department to share tool and expectations. 	 SLT, QAM, admin Admin, QAM Admin, SLT, QAM, Supervisors 	 July July July/Aug 	
Health and Safety Checks	 Health and Safety Checklists (H&SC) will be completed as assigned Training provided to staff completing H&SC on process to complete and follow up (such as submitting workorders) QAM will meet with senior team member to review checklists and outline expectations SLT must establish a monitoring system for their department to ensure checklists are completed and any issue/challenge is identified and corrected. Monitoring system will be presented to QAM. Supervisors are to review H&SC monthly to ensure completions, quality, and compliance QAM will conduct H&SC audits 2 times a school year QAM will provide audit outcomes to senior team member and administrator 	 Staff as assigned QAM, supervisor QAM, SLT SLT Supervisor, SLT QAM QAM, SLT, administrator Supervisors SLT, Supervisor Facilities Supervisor 	 Assigned timeline Aug. 2020 July 2020 Aug. 2020 Monthly 2 X a year As needed As needed Monthly 	

Adams County Head Start 2019 – 2020 Self-Assessment Action Plan

8. Supervisors will submit work orders to facilities supervisor with deadline for completing or to	11. SLT	11. Monthly
department manager/supervisor for correction	12. QAM	12. As needed
9. Supervisor must meet with employee(s) to review audit outcomes and develop a plan of		
action if needed		
10. Facilities sup. will provide monthly updates to administrator on work orders and H&SC		
outcomes		
11. Senior team members will provide updates on H&SC outcomes to administrator during 1:1		
meetings		
12. QAM will provide updates on completion of tasks identified on the H&SC to administrator		

Adams County Head Start • 5 Year Program Goal • 2021-2025

Goal: Improve the quality of family engagement

Note: ACHS will utilize the following definition of family engagement: Family engagement involves both family involvement and engagement where involvement is often more of a doing to, while engagement is a doing with.

Objective	Measure(s)	Activities	Data tracking progress	Tools (TP)	Methods TP	Expected Outcomes	Expected Challenges
			(TP)	Mechanical Tool	Process		
To enhanceinconnections withstfamilies thatfrstrengthenenrelationshipsin	1.1 Select and implement a strengths-based (SBF) framework that enhances quality interactions between staff and families.	Research SBFs used for working with families and select one that best aligns with HS families, then implement it within the program's framework. Outline and address program needs around the strength's- based approach.	SBF options Alignment between SBF and program needs.	Evidence-Based Strengths Based Frameworks.	Method: Research evidence-based SBF and select the one that best aligns with H.S. by the end of the first grant year cycle.	The program will use a SBF that aligns with the needs of staff, children, and families.	Limited SBF options.
	1.2 Annually, train all staff on the SBF to increase knowledge about the framework and using it with ease.	Annual SBF training/refresher training.	Pre and post survey to identify knowledge level and comfort in using it.	Data gathering methods such as online survey software, polling systems etc. Training modules from the selected SBF. ACHS Training Plan.	Annual comprehensive/ refresher training	Staff are effectively using the SBF in interactions across all levels/areas within the program and with children and families	Individual's learning curve and level of buy- in.
	ongoing use. such as supervision meetings, quarterly check-ins with staff, ensuring documents that go to families align with the framework, and randomly select families	through various avenues such as supervision meetings, quarterly check-ins with staff, ensuring documents that go to families align with the framework, and randomly select families to interview to assess the SBFs use.	SBF data such as supervision notes, SBF evidence literature given to families, family feedback, etc.	Documents, testimonials, and SBF assessment outcomes.	Review communication avenues used with families for SBF use, along with notes used to document 1-1 supervision meetings. Quarterly staff check- ins. Gather feedback from families. Monitor use of SBF implementation /use. Oder and give staff posters of the SBF to have at their work areas for easy reference.	Selected SBF is implemented with fidelity across program areas	Limited flexibility/ passiveness on the SBF's implementation. Possible lack of buy in from some staff/management. New staff and getting them updated with the SBF
	1.4 Identify and omit tasks that are unnecessary, duplicative in nature, or taking essential time away from direct interactions with families and children.	The leadership team will conduct a task assessment and use the findings for the purposes stated in 1.3's task section.	Ongoing monitoring of tasks assigned to the staff to check for duplicity and omit those that are duplicative. Check in with staff across the program to assess duplication of tasks and to gain understanding on time dedicated to direct interactions with families and children.	Task assessment template, audits, reports, staff feedback outcomes, COPA, data gathering tools such as online survey software, polling systems, and e- mails. Other communication tools will be used such as telephone and zoom. The task assessment template will be used by all areas.	Conduct a task assessment at least annually in each department. Use the task assessment outcomes to make decisions as a leadership team. The leadership team makes the final decision on task revisions during program planning.	The task assessment outcomes help reduce operational tasks by avoiding/omitting tasks of duplicative nature and time spent with families and children increases.	The task assessment template will need to be adjusted until it can be used optimally. Some of the management members may struggle with omitting duplicative tasks. Some staff may struggle with knowing how to engage with families and children. Time management and

						priorities may not align with providing quality engagement with families/children.
 1.5 Gather input from staff for annual strategic planning and continuous improvement efforts on family engagement and relationship building with families. Utilize the outcomes to strengthen program efforts on family engagement. 	Conduct annual strategic planning to gather input from staff on family engagement efforts and relationship building. Use outcomes to enhance program efforts	Staff input	Data gathering tools such as surveys, polling systems, telephone, e- mail, zoom, group/individual meetings, interviews, activities, reports, etc.	Conduct strategic planning and continuous improvement efforts around family engagement and relationship building with families.	With staff input, the program enhances relationships with families and strengthens family engagement efforts.	This is a slow process. Potential for remaining within the status quo and innovation is put on the wayside.
1.6 Expose parents to common concepts around school readiness concepts.	Newsletter sent to families will have a school readiness concepts. School readiness tip of the month will be posted in classrooms. Share the tip of the month through at least one additional communication avenue such as crafted bracelets for children to go home with, during Parent/Teacher Conferences, Parent Cafes, text messages, parent contacts, etc. Leadership will research and consider using resources such as Ready For K, Ready Rosie or others that send texts to parents.	Selected school readiness concepts that were shared with families through various communication avenues.	Newsletters, posters/notes, PTCs, HVs, Parent Cafes, text messaging, phone, e- mail, in person contact, online platforms such as Ready Rosie.	Families were exposed to school readiness concepts delivered in several modes of communication such as an online platform, monthly newsletters, tips posted in classrooms, literature sent home with children, and discussions between ACHS staff and families.	Families were exposed to school readiness concepts.	Level of consistency when exposing families to school readiness concepts.

Objective 2: Enhance staff's cultural and poverty responsiveness	2.1 Annually, provide a training on working with families living in poverty and cultural responsiveness to all staff.	Cultural and poverty responsiveness training, Staff complete pre and post survey, generate survey outcomes to identify staff growth after taking cultural and poverty responsiveness training.	Staff training needs, staff attendance to the training, staff pre and post knowledge, parent feedback	ACHS's training plan, software such as online survey and large group polling, tool to be identified that will be used to rate staff relationships and level of connections with children and families, consider aggregated survey outcomes, consider data differentiation (such as first year versus second year children), standardized set of questions used by supervisors during staff check-ins, and the selected strengths-based framework (SBF)	Surveying staff before and after training, consider aggregated survey outcomes, consider data differentiation (such as first year versus second year children), Rate staff relationships and level of connections with children and families, ongoing supervisor check-ins, ensure processes support the selected SBF.	An increase in knowledge on poverty and cultural responsiveness is observed in staff. This helps them better understand the families' struggles/ priorities leading staff to build stronger connections with children and families.	Finding the appropriate tool to rate staff relationships and level of connections with children and families, methods for tracking knowledge, skill, and practice effectively. Understanding where staff is at around understanding poverty and culture in relation to the program's goal. Identifying various high- quality evidence-based trainings that help staff better support children and their families.
Objective: 3 Identify factors that influence family engagement	3.1 All centers will be perceived by families as friendly and welcoming. Centers and classrooms are physically and culturally inviting.	Pictures, books, and environment represent children's families. Children's work is attractively displayed. Families' and children's successes will be illuminated in centers, parents will be individually invited to engage in activities that promote school readiness.	 Audit outcomes generated from methods to solicit feedback from families such as surveys and interviews from at least 30% of parents/or family members at each center Center and classroom observations to assess environment. 	Software such as online surveys, large group polling systems, in addition to traditional outreach tools such as phone calls and interviews.	 Consider physical environment and staff friendliness in ways that promote a welcoming environment. A baseline will be established Gather feedback from at least 30% of families (through stratified random sampling so that all groups are represented) at each center by surveying/ interviewing family members. 	 -Families voice the center and classroom environment is welcoming and identify at least one reason supporting the idea. -Centers are illuminating child/family successes. -Parents confirm that a personal invitation was extended to participate in efforts that promote school readiness. 	Some centers are overcrowded, and lack of space may impact the level of family-friendly environments.
	3.2 Gather information about factors that directly influence families' engagement around school readiness.	Staff randomly select at least 30% of parents/or members at each center via stratified random sampling and interview them every winter.	Factors influencing participation in program activities. List of randomly selected participants.	Tools such as telephone, in person, e- mail, software such as online survey or polling systems, COPA database (for random selection)	Stratified random selection of 30% of family members at each center to interview every fall. Interview questions to ask every winter. Outcomes will be utilized for the following year to improve family engagement efforts.	Program decisions for family engagement will use family input to enhance or implement new efforts.	Inability to reach parents. Interview participant's level of transparency. Identify and fully embed a streamlined system delivery of engagement efforts across all ACHS departments.

3.3 Every fall, in order to promote family engagement, the leadership team will examine and interpret the family engagement data to implement additional attempt to increase FE.	Examine and interpret family engagement data. Develop action plans. A clear definition of what the program identifies as successful family engagement (to be continued in next phase of the goal process).	Participant engagement data. Action plans.	COPA (to select participants)	Every fall, the leadership team will review family engagement data and develop/enhance family engagement plans. Modes of data gathering such as survey and polling software, and interviews will be used to gather input and identify parent engagement needs and action plans.	An increase of family engagement is observed.	Inability to reach parents. Participant's level of transparency. Management agreeing on interpretation of data and action plan.
3.4 Gather information from families regarding the school readiness activities they are doing at home.	Gather information from families on the activities they are doing at home that help their child be ready for school. Build family awareness by posting signs and having conversations with families about what helps children get ready for school.	Activities done at home by families that support school readiness.	Grounded in the program's SBF. Phone, e-mail, in person, software such as online survey and polling systems. Educational tools accessible by families such as Ready Rosie, In-Kind sheets.	A variety of data gathering methods will be used. When gathering family input, open-ended questions will be presented first to avoid leading answers. Staff will have conversations with families and can utilize data gathering methods such as interviews, surveys, and in-kind documentation to gather parent engagement efforts done at home. Parent input will be used to assess engagement opportunities in the home and to provide other ideas. Utilize the program's SBF.	The program will understand and recognize activities families do at home that prepare children for school. Families will recognize how they contribute to their child's school readiness efforts.	Level of parent transparency. Inability to reach families. Finding the right tool to communicate with families. Families not knowing which activities prepare their children for kindergarten.

Adams County Head Start • School Readiness Goals • 2021-2025

Goal: Prepare the whole child for kindergarten and beyond

Note:

Objective	Measure(s)	Activities	Data tracking progress	Tools (TP)	Methods TP	Expected Outcomes	Expected Challenges
			(TP)	Mechanical Tool	Process		
Objective 1:							
90% of typically developing children pre-kindergarten children will average a score of meets or exceeds expectations on spring assessment objectives in the following domains: social-emotional, mathematic, language, and literacy.	Teaching Strategies Gold Comparative report after each checkpoint for the specified domains for pre-K class/grade, non IEP students.	 After each checkpoint: Run report and enter data into 5 Year Spreadsheet to determine if scores are on track for spring goal completion. If necessary, run specific reports by class, demographic group, and/or objective to address specific areas of needed growth Education Management meeting after each checkpoint to discuss outcomes and next steps. 	Spreadsheet will report each year's TSG scores in each domain for Fall, Winter, and Spring comparing to previous years. Narrative section will describe steps taken, if any, after each checkpoint.	 TSG Comparative Report Data tracking Spreadsheet for typically developing children in pre-K 	Comparing scores of fall, spring, and winter checkpoints from each year after checkpoints will determine immediate and future training needs to address low scores	Typically developing pre- kindergarten children show skills that are correlated with school success	Children who begin school very late in the school year, missing most instruction and intervention. Pandemic crises skewing or making data unavailable. Staff turnover. Implementation dip if new curricula and training are necessary.
Objective 2: Pre-kindergarten children with special needs will show significant progress in the following domains: social-emotional, mathematic, language, and literacy.	Teaching Strategies Gold Comparative report after each checkpoint for the specified domains for pre-K class/grade, students with IEP	 After each checkpoint: Run report and enter data into 5 Year Spreadsheet to determine if scores are on track for spring goal completion. If necessary, run specific reports by class, demographic group, and/or objective to address specific areas of needed growth Education Management meeting after each checkpoint to discuss outcomes and next steps. 	Spreadsheet will report each year's TSG scores in each domain for Fall, Winter, and Spring comparing to previous years. Narrative section will describe steps taken, if any, after each checkpoint.	 TSG Comparative Report Data tracking Spreadsheet for children on IEPs in pre-K 	omparing scores of fall, spring, and winter checkpoints from each year after checkpoints will determine immediate and future training needs to address progress that is not significant	Pre-kindergarten children with special needs show significant progress in domains that are correlated with school success	Children who begin school very late in the school year, missing most instruction and intervention. Pandemic crises skewing or making data unavailable. Staff turnover. Implementation dip if new curricula are necessary. Children identified with special needs mid-year.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 21, 2020

SUBJECT: Resolution approving right-of-way agreement between Adams County and Cecilio Avalos and Josefina Fernandez for property necessary for the 2019 Miscellaneous Concrete and ADA Ramps Project

FROM: Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works

AGENCY/DEPARTMENT: Public Works

HEARD AT STUDY SESSION ON: N/A

AUTHORIZATION TO MOVE FORWARD:
YES NO

RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2019 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Cecilio Avolos and Josefina Fernandez for acquisition of road right-of-way for \$1,248.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution Right-of-way agreement

FISCAL IMPACT:

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

Fund: 13

Cost Center: 3058

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7820		\$1,000,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000

New FTEs requested:	YES	🛛 NO

Future Amendment Needed:	YES	🖂 NO
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Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND CECILIO AVALOS AND JOSEFINA FERNANDEZ FOR PROPERTY NECESSARY FOR THE 2019 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

WHEREAS, Adams County is in the process of acquiring rights-of-way along Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2019 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7740 Linda Lane located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Cecilio Avalos and Josefina Fernandez ("Parcel 24"); and,

WHEREAS, Adams County requires ownership of Parcel 24 for construction of the Improvements; and,

WHEREAS, Cecilio Avalos and Josefina Fernandez are willing to sell Parcel 24 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 Right-of-Way Agreement between Adams County and Cecilio Avalos and Josefina Fernandez, 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 **Cecilio Avalos and Josefina Fernandez** whose address is **7740 Linda Lane, Denver, CO 80221** ("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 **7740 Linda Lane, Denver, CO 80221** hereinafter (the "Property") for the 2019 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE THOUSAND TWO HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$1,248.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$648.00 for the acquisition of road right-of-way, and \$600.00 for two (2) of the stone pillars. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
- 3. 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 County will remove two (2) of the stone pillars located nearest to the intersection. But the County has agreed to reimburse the owner the expense of the lost stone pillars and made a part of this Agreement.
- 6. 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.
- 7. 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.
- 8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
- 10. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

Chalos By: Con Cecilio Avalos

6-23-2020 Date:

Date

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

QUITCLAIM DEED

THIS DEED, made this _____ day of _____, 20___, between CECILIO AVALOS AND JOSEFINA FERNANDEZ, whose legal address is 7740 Linda Lane, Denver, Colorado 80221, grantor, and the County of Adams, State of Colorado, grantee, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601.

WITNESS, that the grantor, for and in consideration of the sum of ONE THOUSAND TWO HUNDRED FORTY-EIGHT AND NO/100 (\$1,248.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the said County of Adams and State of Colorado, described as follows:

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

Also known by street and number as: 7740 Linda Lane Assessor's schedule or parcel numbers: 0-1719-34-2-18-004

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

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

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

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

Cecilio Avalos

Josefina Fernandez

STATE OF _____)
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Cecilio Avalos and Josefina Fernandez.

Witness my hand and official seal.

My commission expires:

Notary Public

EXHIBIT "A"

DEED FROM CECILIO AVALOS AND JOSEFINA FERNANDEZ, TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

Being a portion of Lot 18 Block 19 of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 54 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the most Southerly Corner of said Lot 18, thence North 37°14'48" West, along the Northwest line of said Lot 18, a distance of 5.00 feet;

Thence leaving said Northwest line, North 65°16'55" East, a distance of 18.44 feet;

Thence South 37°14'48" East, a distance of 1.00 feet to the Southeast line of said Lot 18;

Thence South 52°45'12" West, along said Southeast line, a distance of 18.00 feet to the Point of Beginning.

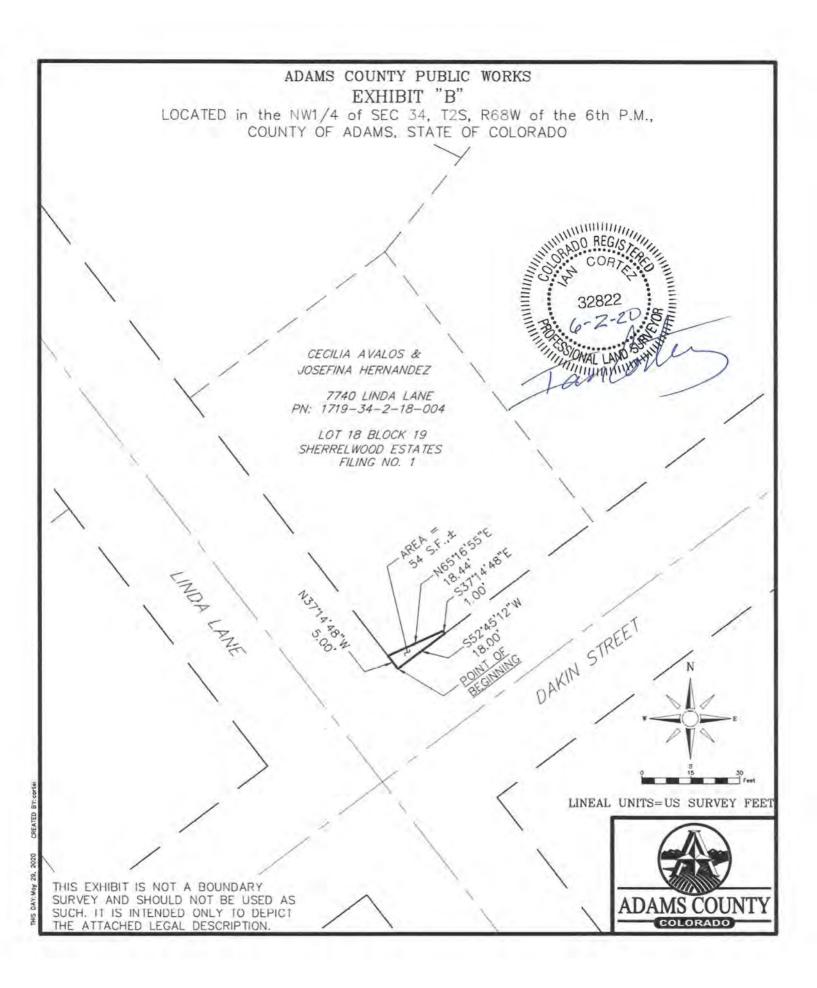
Containing: 54 square feet, more or less.

Legal description prepared by:

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

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







PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 21, 2020

SUBJECT: County Incentive Contract Amendments with Department of Health Care Policy and Financing (HCPF).

FROM: Katie Griego, Director

AGENCY/DEPARTMENT: Human Services Department

HEARD AT STUDY SESSION ON

AUTHORIZATION TO MOVE FORWARD: YES NO

RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution for County Incentive Contract Amendments with Department of Health Care Policy and Financing (HCPF).

BACKGROUND:

This is a request for the approval of the County Incentive Contract Amendments with Department of Health Care Policy and Financing (HCPF) (this is the same request for the previous 6 years that HCPF requires to be approved & signed by the BOCC in order to receive the incentive funds). The Incentive Contract provides counties with an opportunity to earn financial incentives by meeting certain benchmarks. Participation is optional and there is no risk to counties that subsequently do not meet any of the benchmarks. Those counties simply will not receive an incentive payment for the unmet benchmarks.

The actual amount of funding available to each county will be dependent upon how many counties choose to participate and the number of counties that earn the incentives. At no time will a county's total incentive payment exceed that same county's total Medicaid share.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Department of Health Care Policy and Financing (HCPF)

ATTACHED DOCUMENTS:

Resolution Contract Amendment for FY 2020-2021 County Incentives Program

FISCAL IMPACT:

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

Fund:

Cost Center:

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

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

New FTEs requested:	YES	
Future Amendment Needed:	YES	

Additional Note:

There is no direct fiscal impact as a result of executing the contract. No additional spending authority is requested and no additional FTE are needed. This is a revenue enhancement opportunity.

The contract terms are expressly contingent upon ACHSD achieving established performance measures. Should the ACHSD meet these metrics, the Department of Health Care Policy and Financing (HCPF) will reimburse our county's Medicaid program expenditures with additional federal funding at a higher rate of cost sharing. This becomes a potential revenue enhancement for Fund 15, touching any cost centers that include federal Medicaid funding. There is no "downside" to the contract because if ACHSD does not meet the identified performance measures, the standard federal/state/county cost sharing (as budgeted) continues to apply to the county's program expenditures.

The maximum revenue gain for the current fiscal year is: \$511,012.92. This equates to complete reimbursement of Adams County's share of Medicaid program administration costs if the entire Medicaid allocation was spent.

RESOLUTION APPROVING THE COUNTY INCENTIVE CONTRACT AMENDMENT NO. 6 BETWEEN ADAMS COUNTY AND THE STATE OF COLORADO THROUGH THE COLORADO DEPARTMENT OF HEALTH CARE POLICY AND FINANCING (HCPF)

WHEREAS, the Adams County Human Services Department Economic Security & Aging Services Division wishes to participate in the County Medicaid Incentive Program offered by the State of Colorado through the Colorado Department of Health Care Policy and Financing; and,

WHEREAS, pursuant to the contract amendment, the State of Colorado through the Department of Health Care Policy and Financing will provide incentives for meeting specific Medicaid benchmarks, including: Eligibility Performance, Exceptional Eligibility Performance, Cybersecurity Performance, Training and Quality Performance, and Continuous Eligibility Performance from July 1, 2020 through June 30, 2021; and,

WHEREAS, the maximum amount payable under this contract amendment in State Fiscal Year 2020-21 is not to exceed five hundred eleven thousand twelve dollars and ninety-two cents (\$511,012.92); and,

WHEREAS, the State of Colorado, may extend the term of the contract amendment for a period not to exceed five years.

NOW, THEREFORE, BE IT RESOLVED, by the Adams County Board of Commissioners, County of Adams, State of Colorado, that the Contract Amendment No. 6 for the County Medicaid Incentive Program between Adams County and the State of Colorado through the Colorado Department of Health Care Policy and Financing be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute approval of said Contract Amendments with the Colorado Department of Health Care Policy and Financing.

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency	Contract Number
The Colorado Department of Health Care Policy and Financing	2021CMIP001
Contractor	Contract Performance Beginning Date
Adams County	The later of the Effective Date or July 1, 2020
Contract Maximum Amount	Initial Contract Expiration Date
Initial Term	June 30, 2021
State Fiscal Year 2021 \$511,012.92	
	Contract Authority
	Authority to enter into this Contract exists in C.R.S. §25.5-1-
	101 et. seq. and 10 CCR 2505-10 et. seq.

Contract Purpose

The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

- 1. Exhibit A Statement of Work
- 2. Exhibit B Rates
- 3. Exhibit C Small, Medium and Large County List
- 4. Exhibit D Sample Option Letter

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

- 1. Colorado Special Provisions in §0 of the main body of this Contract.
- 2. The provisions of the other sections of the main body of this Contract.
- 3. Exhibit A, Statement of Work.
- 4. Exhibit D, Sample Option Letter.

Principal Representatives

T incipal Representatives	
For the State:	For Contractor:
Joshua Montoya	Katie Giego
Local Partnerships & County Programs Section Manager	Adams County
Policy, Communications & Administration Office	11860 Pecos St
1570 Grant Street	
Denver, CO 80203	Westminster, CO 80234
Joshua.montoya@state.co.us	KGriego@adcogov.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

office the fully dutifor	izing such signature.
CONTRACTOR	STATE OF COLORADO
Adams County	Jared S. Polis, Governor
	Health Care Policy and Financing
	Kim Bimestefer, Executive Director
	Kini Dinesterer, Executive Director
By: Katie Griego	D. Kin Dimeteler Freeding Dimeter
By: Katle Griego	By: Kim Bimestefer, Executive Director
Date:	
	Date:
2nd State or Contractor Signature if Needed	LEGAL REVIEW
	Philip J. Weiser, Attorney General
	By:
By:	By:Assistant Attorney General
Date:	Date:
	alid until signed and dated below by the State Controller or an
authorized	i delegate.
STATE CON	
Robert Jaros, G	CPA, MBA, JD
By:	
By: Health Care Polic	cy and Financing
Effective Date:	

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the "State"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. Option to Increase or Decrease Statewide Quantity of Service

The Department may increase or decrease the statewide quantity of services described in the Contract based upon the rates established in the Contract. If the Department exercises the option, it will provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery/performance of services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

E. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

F. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. "Chief Procurement Officer" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- D. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. "CORA" means the Colorado Open Records Act, §§24-72-200.1, et. seq., C.R.S.
- G. "End of Term Extension" means the time period defined in §2.D.
- H. "Effective Date" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- I. **"Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- J. "Extension Term" means the time period defined in §2.C.
- K. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv)

changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent."

- L. "Initial Term" means the time period defined in §2.B.
- M. "Party" means the State or Contractor, and "Parties" means both the State and Contractor.
- N. "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.
- O. "**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 and 24-73-101, C.R.S.
- P. "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.
- Q. "Services" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- R. "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, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- S. "State Fiscal Rules" means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- T. "**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.
- U. "**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.

- V. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- W. "Work" means the Goods delivered and Services performed pursuant to this Contract.
- X. "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 Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract, unless the Contractor earns funding from the Remaining Funds Incentive Pool as described in Exhibit A. In no event will payments to the Contractor exceed more than the Contractor's maximum local share paid.

B. Payment Procedures

i. Payment

Payment pursuant to this Contract will be made as earned. Any advance payments allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract. The State shall initiate payments by submitting the necessary information to the Colorado Department of Human Services for payment through the County Financial Management System.

ii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall follow the Dispute Resolution process as found in Exhibit A.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become

unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

6. **REPORTING - NOTIFICATION**

A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior

written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, (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 CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor 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 Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor 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. Contractor shall provide the State with access, subject to Contractor'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 Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information. D. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

E. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor 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 Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.
- iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and nonowned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.
- v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.
- vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.
- C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§14** within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this State certificates showing Subcontractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§10**.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

b. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

15. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract 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 Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract 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.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract 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 Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved

in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract 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 Effective Date of this Contract.

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, 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.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

- S. Indemnification
 - i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

18. ADDITIONAL GENERAL PROVISIONS

A. Compliance with Applicable Law

The Contractor shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this contract. The federal laws and regulations include:

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634

Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, et
	seq.

The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

- The Contractor will not discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, in performance of Work under this Contract.
- ii. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.

The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and

minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Contract.

B. Federal Audit Provisions

Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and non-profit organizations expending \$500,000.00 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$500,000.00.

- C. Debarment and Suspension
 - i. If this is a covered transaction or the Contract amount exceeds \$100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
 - ii. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.
 - iii. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
 - iv. The terms "covered transaction," "debarment," "suspension," "ineligible," "lower tier covered transaction," "principal," and "voluntarily excluded," as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.
 - v. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed \$100,000.00.
- D. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract, "force majeure" means acts of God; acts of the public enemy; acts of the state and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

E. Disputes

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract shall follow the established process of Dispute Resolution as in Exhibit A...

F. Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of the certification is a requisite for making or entering into transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$10,000.00 for each such failure.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; 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 Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. COMPLIANCE WITH LAW.

Contractor shall 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.

E. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

F. **PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

G. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

H. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
- 1.1.1. Applicant An individual for whom the Contractor is performing a Determination.
- 1.1.2. Backlogged Determination Any Untimely Determination that was not completed by the timeliness requirements as set in Section 1.1.32.
- 1.1.3. Backlogged Redetermination Any Untimely Redetermination that was not completed by the timeliness requirements as set in Section 1.1.33.
- 1.1.4. Child Health Plan *Plus* (CHP+) public low-cost health insurance for certain children and pregnant women.
- 1.1.5. COGNOS/Decision Support System 01 (DSS01) the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).
- 1.1.6. Colorado Benefits Management System (CBMS) the State's eligibility determination system.
- 1.1.7. Colorado Department of Human Services (CDHS) The Colorado Department of Human Services connects Coloradans to assistance, resources and support for living independently in the state. CDHS is the state agency responsible for the administration of the Supplemental Nutrition Assistance Program.
- 1.1.8. Colorado Information Security Policies (CISP) Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor's Office of Information Technology pursuant to §§24-37.5-401, *et seq.*, C.R.S.
- 1.1.9. Colorado interChange (interChange) the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
- 1.1.10. County Administration website the Department's public-facing website where contract documentation is kept for the County Incentives Program (http://www.colorado.gov/hcpf/county-admin).
- 1.1.11. County Financial Management System (CFMS) the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
- 1.1.12. County Incentives Program program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
- 1.1.13. Determination The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

- 1.1.14. Disenroll or Disenrollment The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.15. Governor's Office of Information Technology (OIT) The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.
- 1.1.16. HCPF Memo Series The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.
- 1.1.17. Health First Colorado the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
- 1.1.18. Home and Community-Based Services (HCBS) HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.19. Information Technology Service Provider (ITSP) A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.
- 1.1.20. Learning Management System (LMS) the system utilized by the Health Care and Economic Security Staff Development Center to track course registration, completions and other training-related documentation for Medical Assistance training.
- 1.1.21. Long Term Care (LTC) Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.22. Long Term Services and Supports (LTSS) for the purposes of this Agreement, LTSS refers to determinations and redeterminations made for LTC, HCBS and PACE.
- 1.1.23. Member An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.24. Program for the All-Inclusive Care for the Elderly (PACE) Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.25. Reporting Period The period of time for each performance standard used to measure whether the Contractor met that standard.
- 1.1.25.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
- 1.1.25.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.26. Redetermination A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.27. State Fiscal Year (SFY) The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.

- 1.1.28. Status Report a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.29. Timely Determination Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.30. Timely Disenrollment Processing a change in a member's circumstance and making a determination within fifteen (15) calendar days.
- 1.1.31. Timely Redetermination Any Redetermination that is completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.
- 1.1.32. Untimely Determination Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.33. Untimely Redetermination Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's county, required under C.R.S. §25.5-1-101 *et seq*. The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

- 3.1. Systems Utilized to Determine Compliance
- 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards.
- 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.
- 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.
- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems will be defined in each applicable Performance Incentive Standard.
- 3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.2. Communications Utilized to Determine Compliance

- 3.2.1. To fulfill the requirements in Exhibit A Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.
- 3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.
- 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Eligibility Performance Incentive Standard
- 4.2.1. The Contractor may earn an Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets at least three (3) out of the four (4) following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.
- 4.2.1.1. Timeliness of Determinations and Redeterminations
- 4.2.1.1.1. The Contractor shall complete at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.
- 4.2.1.1.2. The Department will total all Timely Determinations and Timely Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.
- 4.2.1.1.3. Determining Compliance with the Timeliness of Determinations and Redeterminations
- 4.2.1.1.3.1. The Department will utilize the MA County Incentives Timeliness Report Summary and MA County Incentives Timeliness Report – Detail to determine compliance with timeliness benchmark of the Eligibility Timeliness and Backlog Performance Incentive Standard.
- 4.2.1.1.3.2. The MA County Incentives Timeliness Report Summary and MA County Incentives Timeliness Report Detail will be pulled the second Monday after the end of each Reporting Period to determine the Contractor's performance over the entire six-month Reporting Period.
- 4.2.1.2. Backlogged Determinations and Redeterminations
- 4.2.1.2.1. The Contractor's Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period shall be within the limits described in the following table:
- 4.2.1.2.2. County Backlog Table

	County Size	Limit
New Applications		
	Large	≤ 75
	Medium	≤ 10
	Small	≤ 3
Redeterminations		
	Large	≤280
	Medium	≤28
	Small	≤10

- 4.2.1.2.3. To determine the Backlogged Determinations average, the Department will total the Backlogged Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.
- 4.2.1.2.3.1. The MA County Incentives Backlog Report Summary and MA County Incentives Backlog Report Detail will be used to determine the Contractor's amount of Backlogged Determinations for each month of each Reporting Period.
- 4.2.1.2.3.2. The MA County Incentives Backlog Report Summary and MA County Incentives Backlog Report Detail will be pulled on the second working day of each month.
- 4.2.1.2.4. To determine the Backlogged Redeterminations average, the Department will total the Backlogged Redeterminations of each month of the Reporting Period and divide by the number of months in the Reporting Period.
- 4.2.1.2.4.1. The MA County Incentives Backlog Report Summary and MA County Incentives Backlog Report Detail will be used to determine the Contractor's amount of Backlogged Redeterminations for each month of each Reporting Period.
- 4.2.1.2.4.2. The MA County Incentives Backlog Report Summary and MA County Incentives Backlog Report Detail will be pulled on the second working day of each month.
- 4.2.1.2.4.3. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to the nearest whole number.
- 4.2.1.2.5. When a Determination or Redetermination is Considered Backlogged
- 4.2.1.2.5.1. A Determination or Redetermination will be considered backlogged for the First Reporting Period if the due date for the Determination or Redetermination is on or before December 31 and the Determination or Redetermination was not completed on or before the due date.
- 4.2.1.2.5.2. A Determination or Redetermination will be considered backlogged for the Second Reporting Period if the due date for the Determination or Redetermination

is on or before June 30 and the Determination or Redetermination was not completed on or before the due date.

- 4.2.1.3. Timeliness of LTSS Determinations and Redeterminations
- 4.2.1.3.1. The Contractor shall complete at least ninety-five percent (95%) of all LTC, HCBS, and PACE Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.
- 4.2.1.3.1.1. The Department will total all Timely Determinations and Timely Redeterminations for LTC, HCBS, and PACE the Contractor completed within the Reporting Period and divide that by the total number of LTC, HCBS, and PACE Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.
- 4.2.1.3.1.2. Determining Compliance with the Timeliness of LTSS Determinations and Redeterminations
- 4.2.1.3.1.2.1. The Department will utilize the MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail to determine compliance with the timeliness benchmarks of the LTSS Performance Incentive Standard.
- 4.2.1.3.1.2.2. The MA County Incentives LTSS Timeliness Report Summary and MA County Incentives LTSS Timeliness Report Detail will be pulled the second Monday after the end of each Reporting Period.
- 4.2.1.4. Timeliness of Case Maintenance and Disenrollment
- 4.2.1.4.1. The Contractor shall process changes in a member's circumstance within fifteen (15) calendar days and shall complete eighty-five percent (85%) of the Contractor's disenrollments within fifteen (15) calendar days.
- 4.2.1.4.1.1. Processing and Timeframes for a Member's Change in Circumstances
- 4.2.1.4.1.1.1. The Contractor shall process all member and partner agency-reported change in circumstances within fifteen (15) calendar days.
- 4.2.1.4.1.1.2. The fifteen (15) calendar day clock begins on the date the member's change in circumstance is reported to the Contractor and ends on the date the eligibility determination based on the change is authorized in CBMS.
- 4.2.1.4.1.1.3. The fifteen (15) calendar day benchmark applies to changes reported by a member, by a partner agency such as the Single Entry Point or Community Centered Board or external agencies such as nursing facilities.
- 4.2.1.4.1.1.4. The Contractor shall not pre-screen changes in circumstances to determine if the change results in a disenrollment. The Contractor shall process the change in circumstance by entering the information into CBMS within fifteen (15) calendar days.
- 4.2.1.4.1.1.5. The Contractor shall follow existing policy and operational guidance for entering information relating to a change in circumstances into CBMS.

4.2.1.4.1.1.5.1.	The calculation for Timely Disenrollments is based on data entry into CBMS. The Contractor shall ensure that information is correctly entered into CBMS, including the date the change in circumstance was reported, to ensure the Timely Disenrollment calculation is accurate.
4.2.1.4.1.2.	Timely Disenrollments
4.2.1.4.1.2.1.	The Contractor will disenroll all members where a change in circumstance has resulted in ineligibility within fifteen (15) calendar days.
4.2.1.4.1.3.	Determining Compliance for Timely Disenrollments
4.2.1.4.1.3.1.	The Department will utilize the MA Disenrollment Processing Times Report to determine the Contractor's compliance with the Timely Disenrollment percentage.
4.2.1.4.1.3.2.	The MA Disenrollment Processing Times Report will be pulled the second Monday of the first month after the end of each Reporting Period.

- 4.2.1.4.1.3.3. To determine the Contractor's percentage of timely disenvoluments, the Department will take the total number of timely disenvoluments over each Reporting Period and divide that by the total number of disenvoluments completed. The Department will round the number to two decimal places.
- 4.2.2. Small County and Sample Size Exceptions
- 4.2.2.1.1. If the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations per month, the Contractor shall be deemed to have met the timeliness percentage of the Eligibility Performance Incentive Standard so long as they had eighteen (18) or fewer Untimely Determinations and Untimely Redeterminations during that Reporting Period.
- 4.2.2.1.2. If the Contractor processes a total of ten (10) or fewer LTSS Determinations and twenty (20) or fewer LTSS Redeterminations per Reporting Period, the Contractor shall be deemed to have met the LTSS timeliness percentage benchmark for the Eligibility Performance Incentive Standard so long as they had six (6) or fewer Untimely LTSS Determinations and Untimely LTSS Redeterminations during that Reporting Period.
- 4.2.2.1.3. If the Contractor processes a total of eight (8) or fewer disenrollments during any given month, the Contractor shall be deemed to have met the Timely Disenrollment percentage benchmark for the Eligibility Performance Incentive Standard so long as they had at least sixty percent (60%) of disenrollments as Timely Disenrollments.
- 4.2.2.1.4. There are no Small County or Sample Size Exceptions for backlogged Determinations and Redeterminations.
- 4.2.3. Exemptions for Unusual Circumstances
- 4.2.3.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Redeterminations benchmark as described in section 4.2.1.1, failure to meet Backlogged Determinations and Redeterminations benchmark as described in section 4.2.1.2 or failure to meet the Timeliness of LTSS Determinations and Redeterminations benchmark as described in section 4.2.1.3.

- 4.2.3.1.1. The Contractor is not eligible to request an exemption for unusual circumstances for failure to meet the Timeliness of Case Maintenance and Disenrollment benchmark as described in section 4.2.1.4.
- 4.2.3.2. The exemption process for unusual circumstances is described in section 6, Exemptions.
- 4.2.4. BENCHMARK: Three (3) out of the following four (4): 95% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages below limit based on county size over each Reporting Period as described in section 4.2.1.2.; 95% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.
- 4.3. Exceptional Eligibility Performance Incentive Standard
- 4.3.1. The Contractor may earn an Exceptional Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets all four (4) of following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.
- 4.3.2. BENCHMARK: Four (4) out of the following four (4): 95.00% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages below limit based on county size over each Reporting Period as described in section 4.2.1.2.; 95.00% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85.00%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.
- 4.4. Training and Quality Performance Incentive Standard
- 4.4.1. The Contractor may earn the Training and Quality Performance Incentive Payment for each Reporting Period if at least seventy five percent (75%) of Contractor CBMS users with the security profile to update and authorize Medical Assistance cases complete the required number of training hours as described in section 4.4 and attend one hundred percent (100%) of the scheduled Quarterly Quality Check Ins during the fiscal year. The Contractor's staff that are subject to the Training requirement is described in section 4.4.1.1.
- 4.4.1.1. Number of Training Hours and Staff Subject to Training Hours Requirement
- 4.4.1.1.1. The Contractor's CBMS users shall be responsible for six (6) hours of training in the contractual period if the Contractor's staff has the security profile to update and authorize Medical Assistance cases as described in section 4.4.1.2.
- 4.4.1.1.2. Contractor CBMS users outside of each county's human/social services agency that are granted security profiles to update and authorize Medical Assistance cases are also subject to the six (6) hours of training requirements, including related requirements mentioned in section 4.4.
- 4.4.1.1.3. Contractor CBMS users with security profile to update and authorize Medical Assistance cases are only responsible to complete the approved six (6) hours of trainings provided by the Department and SDC for the Contractor of their primary employment. If the Contractor's staff is secondarily employed by another county,

then that staff shall not be responsible to complete the training requirement for the secondary employment.

- 4.4.1.2. Approved and Allowable Trainings
- 4.4.1.2.1. The six (6) hours of training shall be completed from the following Approved Training List:
- 4.4.1.2.1.1. Building and/or Expanding Foundations for MAGI, Non-MAGI and Long Term Care
- 4.4.1.2.1.2. CBMS Medical Assistance-specific Build Trainings (every other month)
- 4.4.1.2.1.3. SDC-released Medical Assistance trainings (months alternating CBMS Build Trainings)
- 4.4.1.2.1.4. Other trainings identified by the Department and SDC, which will be listed on the SDC's website
- 4.4.1.2.1.5. Contractor-developed trainings that follow the requirements in section 4.4.1.2.5
- 4.4.1.2.2. Trainings from the Approved Training List shall only be trained by SDC trainers or an SDC-certified county trainer using SDC-approved materials.
- 4.4.1.2.3. External trainings that are not delivered by SDC-certified trainers shall not be eligible for the Approved Training List and will not count towards the Training and Quality Performance Incentive Standard.
- 4.4.1.2.4. Contractors are not allowed to modify, update, or add language to the existing SDCapproved materials trained by an SDC-certified county trainer without prior approval from the Department and SDC, following the established training modification guidelines outlined within the SDC's Certified Trainer policies and materials (i.e. Red, Yellow, Green Light).
- 4.4.1.2.5. Contractor-developed trainings are eligible to count towards the total number of training hours if the Contractor-developed training is approved by the SDC prior the training being offered and the training is delivered by an SDC-certified trainer. Contractor-developed trainings must be approved by the SDC prior to offering the training to staff to ensure the training meets the standards outlined in section 4.4.
- 4.4.1.2.6. Contractor-developed eligible trainings' content must be specific to the improvement of Medical Assistance programs' initiatives including, but not limited to: program accuracy, timeliness, knowledge, skills and ability.
- 4.4.1.3. Training Completion Timeframes and Previously Completed Trainings
- 4.4.1.3.1. The required amount of training can be completed during the First and Second Reporting Periods, if the required amount is met by the conclusion of the Second Reporting Period.
- 4.4.1.3.2. The Contractor's staff may re-take a previously completed course and be granted credit so long as the course was not originally taken within the current fiscal year and as long as the course is still on the Approved Training List for the current fiscal year.
- 4.4.1.3.2.1. Courses re-taken from a previous fiscal year shall be tracked per the requirements in section 4.4.1.4.2.
- 4.4.1.4. Quarterly Quality Check Ins

Exhibit A

- 4.4.1.4.1. To address ongoing quality issues with Medicaid eligibility determinations and redeterminations, the Contractor shall attend one hundred percent (100%) of scheduled meetings between Department and Contractor quality assurance, policy and processing staff. These scheduled meetings will occur once every calendar quarter for the fiscal year.
- 4.4.1.4.2. The Contractor shall identify the appropriate staff to participate in the Quarterly Quality Check Ins and will provide contact information to the Department for those identified staff no later than July 15, 2020.
- 4.4.1.4.3. The Quarterly Quality Check Ins shall include a standardized agenda which includes the following:
- 4.4.1.4.3.1. Overall state audit data review, such as data provided by the Office of State Auditor (OSA), Office of Inspector General (OIG), Medicaid Eligibility Quality Control (MEQC) or Payment Error Rate Measurement (PERM), internal reviewers or other auditors
- 4.4.1.4.3.2. Review of county-specific quality data, if available
- 4.4.1.4.3.3. Review of performance data, metrics and dashboards, if available
- 4.4.1.4.3.4. Review of Help Desk tickets submitted to identify training and/or process issues, if available
- 4.4.1.4.3.5. Review of policy clarification requested from the Medicaid Eligibility Inbox, if available
- 4.4.1.4.3.6. Discussion and review of the Contractor's Quality Assurance (QA) program, if one exists. If not, the Department may provide recommendations to implement an adequate QA program and processes
- 4.4.1.4.3.7. Feedback Session that is open and encourages the Contractor to provide feedback on challenges and ongoing issues while providing solution-focused contributions to the Department
- 4.4.1.4.4. The Quarterly Quality Check Ins will be documented through a shared document between the Contractor and the Department. This document will also track attendance and action items to complete to ensure compliance with the Quarterly Quality Check In requirements.
- 4.4.1.5. Determining Compliance with the Training and Quality Performance Incentive Standard
- 4.4.1.5.1. The Contractor shall log all eligible training hours in the Department's Learning Management System (LMS). Only training hours logged in the LMS system will count towards the Training and Quality Performance Incentive Standard.
- 4.4.1.5.1.1. After a Contractor-developed training has been approved by the SDC, the Contractor will follow the instructions from the SDC on how to appropriately add the approved course to the LMS and ensure the training hours count towards the Training and Quality Performance Incentive Standard.
- 4.4.1.5.2. Trainings and courses re-taken shall be added into the LMS by selecting the "Request" feature (in lieu of "Launch") when registering for those courses. The record of completion reflecting the current date/time of the re-taken training or course will be reflected in the LMS.

- 4.4.1.5.2.1. If a course has not yet been completed in the LMS, then the Contractor's staff shall register for the course through the standard course registration process and not request approval via the process described in section 4.4.1.4.2.
- 4.4.1.5.3. To determine compliance with the required number of training hours, the Department will pull data from CBMS on users with security profiles listed in section 4.4.1.1. A cross-comparison with the security profiles data pull from CBMS and LMS completion reports will determine if the Contractor complied with the seventy five percent (75%) requirement for the Training and Quality Performance Incentive Standard.
- 4.4.1.5.4. To determine compliance with the required Quarterly Quality Check Ins, the Department will compile data on each Contractor's attendance. Failure to attend any one or more of the Quarterly Quality Check Ins will result in the Contractor being ineligible for a Training and Quality Performance Incentive Payment.
- 4.4.1.5.5. To be eligible for a Training and Quality Performance Incentive Payment, the Contractor must meet requirements in both sections 4.4.1.5.3 and 4.4.1.5.4.
- 4.4.2. BENCHMARKS: 75% of county CBMS users with security profiles listed in section 4.4.1. and 4.4.1.1 complete six (6) hours of training from the Approved Training List within the contract period as described in section 4.4.1.2 and attend one hundred percent (100%) of the scheduled Quarterly Quality Check Ins within the fiscal year as described in section 4.4.1.4.
- 4.5. Cybersecurity Performance Incentive Standard
- 4.5.1. The Contractor may earn one Cybersecurity Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to cybersecurity standards and Remediation Plans for the Colorado Information Security Policies (CISP) as described in section 4.5. The Department will provide additional guidance through the HCPF Memo Series, which can be found on the <u>County Administration</u> website.
- 4.5.2. Fiscal Year Deliverable
- 4.5.2.1. No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall review whether its IT systems and other data privacy and protection safeguards comply with the CISPs identified by the Department as a priority. If the Contractor is not in compliance with those CISPs, the Contractor shall create and submit a Remediation Plan. The Remediation Plan will address areas of non-compliance and set a timeline to gain compliance.
- 4.5.2.1.1. In instances where the Contractor's ITSP is OIT, OIT shall be responsible for CISP compliance only for those CISPs which OIT manages on behalf of the Contractor.
- 4.5.2.1.1.1. The Contractor shall not be responsible for compliance with the CISPs for any policies which are the responsibility of OIT or the State.
- 4.5.2.1.2. Full compliance with the CISPs does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, through the Remediation Plan, shall create a reasonable timeframe for which it would gain CISP compliance, considering workload, funding and other factors.
- 4.5.3. DELIVERABLE: Completed Remediation Plan submitted no later than the semi-annual due date for the Second Reporting Period.

- 4.6. Continuous Eligibility Performance Incentive Standard
- 4.6.1. The Contractor may earn a Continuous Eligibility Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency as described in section 4.6.
- 4.6.1.1. Notification of end of continuous eligibility and COVID-19 public health emergency
- 4.6.1.1.1. Upon notification from the federal government that the continuous eligibility requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the ninety (90) calendar day period to redetermine eligibility for those members impacted by the continuous eligibility requirement.
- 4.6.1.2. Percentages of Medical Assistance members with a required redetermination of eligibility
- 4.6.1.2.1. The Contractor shall redetermine eligibility within ninety (90) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a redetermination due to the end of the COVID-19 public health emergency.
- 4.6.1.2.2. The Contractor shall redetermine eligibility within ninety (90) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a redetermination due to the end of the COVID-19 public health emergency.
- 4.6.1.3. Members who require a redetermination of eligibility
- 4.6.1.3.1. The Department will work with the CBMS contractor to redetermine eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to redetermine eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility redetermination within ninety (90) calendar days of the end of COVID-19 public health emergency.
- 4.6.1.4. Determining Compliance with the Continuous Eligibility benchmarks
- 4.6.1.4.1. The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a redetermination of eligibility due to COVID-19 public health emergency in the Contractor's county.
- 4.6.1.4.2. The Department will total the number of LTSS members that the Contractor completed a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a redetermination of eligibility due to COVID-19 public health emergency in the Contractor's county.
- 4.6.1.4.3. To earn a Continuous Eligibility Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.6.1.2.
- 4.6.1.4.4. The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Eligibility Performance Incentive Standard.

4.6.2. BENCHMARKS: Redetermination benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a redetermination of eligibility due to the end of the COVID-19 public health emergency as described in section 4.6.

5. SEMI-ANNUAL REPORTING

- 5.1.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis. The Contractor must submit documentation to <u>HCPFCountyRelations@state.co.us</u>, unless otherwise specified through the HCPF Memo Series.
- 5.1.1.1. For the First Reporting Period, the Contractor will submit the following documentation:
- 5.1.1.1.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks. The Contractor submits the form upon the Department's request.
- 5.1.1.1.2. DUE DATE: January 5, 2021
- 5.1.1.2. For the Second Reporting Period, the Contractor will submit the following documentation:
- 5.1.1.2.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks. The Contractor submits the form upon the Department's request.
- 5.1.1.2.2. Any Cybersecurity Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.
- 5.1.1.2.3. DUE DATE: July 5, 2021

6. EXEMPTIONS

- 6.1. Exemptions for Unusual Circumstances for the Eligibility Performance Incentive Standard and the Exceptional Eligibility Performance Incentive Standard
- 6.1.1. If a Determination or Redetermination is delayed for unusual circumstances as defined under 10 C.C.R. 2505-8.100.3.D (d), the Contractor is eligible to submit an exemption form.
- 6.1.1.1. The Department will not include any Untimely Determinations and Untimely Redeterminations in its calculation of the Eligibility Performance Incentive Standard if the Department has approved that Untimely Determination and Untimely Redetermination as being untimely because of unusual circumstances as specified in section 6.1.1.
- 6.1.1.2. The Contractor shall be responsible for submitting one (1) exemption form that details each of the cases for which the Contractor is requesting an exemption.
- 6.1.1.2.1. The Contractor cannot request exemptions for unusual circumstances based on staff vacancies and trainings, personnel or other related issues.
- 6.1.2. The Department may approve or reject any request for Untimely Determination and Untimely Redetermination exemptions and may limit the total number of exempted Untimely Determinations and Untimely Redeterminations for the Eligibility Performance Incentive Standard.

- 6.1.2.1. The Department will deny exemption requests that do not meet timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:
- 6.1.2.1.1. Failure of the Contractor to timely act on a Determination or Redetermination which resulted in a failure to meet the timeliness requirements in Sections 1.1 and 1.1.
- 6.1.2.1.2. Failure of the Contractor to act on member verification that was submitted timely which was requested for a Determination or Redetermination.
- 6.1.2.1.3. Failure of the Contractor to manually authorize a Determination or Redetermination with a mass update exception.
- 6.1.2.1.4. Failure of the Contractor to manually authorize a Redetermination when the auto reenrollment or Ex Parte processes were not successful.
- 6.1.2.1.5. Failure of the Contractor to pull all applicable COGNOS reports for the purposes of fulfilling Exhibit A, Statement of Work.
- 6.1.2.2. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
- 6.1.2.2.1. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
- 6.1.2.3. The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.
- 6.2. Exemptions for Unusual Circumstances for Performance Incentive Standards other than the Eligibility Performance Incentive Standard
- 6.2.1. Exemptions for unusual circumstances will not be considered for any Performance Incentive Standard listed under section 6.2.1.
- 6.2.1.1. Training Performance Incentive Standard
- 6.2.1.2. Cybersecurity Performance Incentive Standard
- 6.2.1.3. Continuous Eligibility Performance Incentive Standard
- 6.2.2. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption for unusual circumstances.

7. NOTIFICATIONS

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.
- 7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

- 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were met and how much Performance Incentive Payments were earned by the Contractor.
- 7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.
- 7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
- 7.4.1. If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.
- 7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

8. DISPUTE RESOLUTION

- 8.1. Opportunity and Timeframe for Dispute Resolution
- 8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
- 8.1.1.1.1. The final Status Report cannot be disputed per section 7.2.1.
- 8.1.1.2. The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
- 8.1.1.3. If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.
- 8.2. Allowable Disputes
- 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
- 8.2.1.1. The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.

- 8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
- 8.2.1.3. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.
- 8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.
- 8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3. Nonallowable Disputes
- 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
- 8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
- 8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
- 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
- 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Eligibility Performance Incentive Standard.
- 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. COMPENSATION

- 9.1. Compensation
- 9.1.1. Performance Incentive Payment
- 9.1.1.1. The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:
- 9.1.1.1.1. The Department shall pay the Contractor an Eligibility Performance Incentive Payment and an Exceptional Eligibility Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

- 9.1.1.1.2. The Department shall pay the Contractor a Training and Quality Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.3. The Department shall pay the Contractor a Cybersecurity Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.4. The Department shall pay the Contractor a Continuous Eligibility Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.2. Remaining Funds Incentive Pool Payment
- 9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.
- 9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:
- 9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.
- 9.1.2.1.1.2. Each of the base Performance Incentive Payments from the Training and Quality Performance Incentive Standard, the Cybersecurity Performance Incentive Standard and the Continuous Eligibility Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
- 9.1.2.1.1.2.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments for the Eligibility Performance Incentive Standard only if the Contractor was in compliance with the Exceptional Eligibility Performance Incentive Standard.
- 9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
- 9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:
- 9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
- 9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
- 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.
- 9.2. Payment Procedures
- 9.2.1. The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

- 9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
- 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.
- 9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 9.2.3.1. The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).
- 9.2.4. The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.

EXHIBIT B, RATES

SFY 2020-21 Incentives Payment Table

Incentive Payment Name	% of Funding	Payment Amount
Eligibility Performance Incentive	15%	\$76,651.94
Payment		
Exceptional Eligibility Performance	5%	\$25 <i>,</i> 550.65
Incentive Payment		
Continuous Eligibility Performance	20%	\$102,202.58
Incentive Payment		
Training and Quality Performance	30%	\$153 <i>,</i> 303.87
Incentive Payment		
Cybersecurity Performance Incentive	30%	\$153 <i>,</i> 303.87
Payment		
Total Maximum Available for all		\$511,012.92
Performance Incentive Payments		

EXHIBIT C, SMALL, MEDIUM AND LARGE COUNTY LIST

The below categorizes counties as small, medium and large for purposes of qualification of exemptions for timeliness and/or backlog incentives.

<u>Small</u>

Archuleta	Grand	Phillips
Baca	Gunnison	Pitkin
Bent	Hinsdale	Rio Blanco
Cheyenne	Jackson	Routt
Clear Creek	Kiowa	San Juan
Costilla	Kit Carson	San Miguel
Crowley	Lake	Sedgwick
Custer	Lincoln	Summit
Dolores	Mineral	Washington
Elbert	Ouray	Yuma
Gilpin	Park	
<u>Medium</u>		

Alamosa Broomfield Chaffee Conejos Delta Douglas Eagle Fremont

Large

Adams Arapahoe Boulder Denver El Paso Jefferson Larimer Mesa Pueblo Weld

Garfield Huerfano La Plata Las Animas Logan Moffat

Montezuma

Montrose

n

Morgan Otero Prowers Rio Grande Saguache Teller

State Agency		Option Letter Number
Insert Department's or IHE's Full Legal Name	e	Insert the Option Number (e.g. "1" for the first option)
Contractor		Original Contract Number
Insert Contractor's Full Legal Name		Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount		Option Contract Number
Initial Term		Insert CMS number or Other Contract Number of this Option
State Fiscal Year 20xx	\$0.00	
Extension Terms		Contract Performance Beginning Date
State Fiscal Year 20xx	\$0.00	Month Day, Year
State Fiscal Year 20xx	\$0.00	
State Fiscal Year 20xx	\$0.00	Current Contract Expiration Date
State Fiscal Year 20xx	\$0.00	Month Day, Year
Total for All State Fiscal Years	\$0.00	

Exhibit D, Sample Option Letter

1. **OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. **REQUIRED PROVISIONS:**

- A. <u>For use with Option 1(A):</u> In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. <u>For use with Options 1(B and C):</u> In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. <u>For use with Option 1(D)</u>: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. For use with Option 1(E): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. <u>For use with all Options that modify the Contract Maximum Amount:</u> The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER
INSERT-Name & Title of Head of Agency or IHE	Robert Jaros, CPA, MBA, JD
By: Name & Title of Person Signing for Agency or IHE Date:	By: Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval
	Option Effective Date:



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 21, 2020

SUBJECT: Assignment of 2020 Private Activity Bond Allocation to Colorado Housing Finance Authority

FROM: Alisha Reis, Deputy County Manager Nancy Duncan, Finance & Budget Director

AGENCY/DEPARTMENT: Finance & Budget Department

HEARD AT STUDY SESSION ON: July 14, 2020 during AIR

AUTHORIZATION TO MOVE FORWARD: X YES NO

RECOMMENDED ACTION: That the Board of County Commissioners approves a resolution authorizing assignment to the Colorado Housing and Finance Authority of a Private Activity Bond allocation of Adams County pursuant to the Colorado Private Activity Bond Ceiling Allocation Act

BACKGROUND:

Adams County receives a Private Activity Bond allocation from the State every year based on population. For 2020, the allocation for Adams County is \$6,009,763. The County has used this allocation in the past to do various manufacturing, housing and community services projects. The allocation can be used for various eligible projects in Adams County including our municipalities. We can assign our allocation to other eligible entities. If the allocation is not used by September 15th of each year and if there is no inducement resolution made to use it in the calendar year or create a carryover to be used in a future year, the State takes back the allocation.

Adams County received a request from the Colorado Housing and Finance Authority to use our 2020 allocation to increase the availability of adequate affordable rental housing for low and moderate-income persons and families within Adams County, Colorado. CHFA proposes to utilize the County's allocation for the Greyhound Apartments within the Mile High Greyhound project in Commerce City.

The County has shown support for the proposed project and entered into an Intergovernmental Agreement with the Commerce City Urban Renewal Authority for the use of tax increment financing this project on November 14, 2017. As part of the IGA, the developer agreed to create 175 units of affordable housing, which will be supported by the allocation of the County's PABs for this purpose. Colorado Housing and Finance Authority is intending to be the issuer on the transaction. The attached resolution assigns Adams County's 2020 allocation to Colorado Housing and Finance Authority.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Commerce City Urban Renewal Authority

ATTACHED DOCUMENTS:

Resolution Private Activity Bond Direct Allocations 2020 2020 Assignment of Allocation

FISCAL IMPACT:

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

Fund:

Cost Center:

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

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

New FTEs requested:	YES	NO NO
Future Amendment Needed:	YES	

Additional Note:

RESOLUTION AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF ADAMS COUNTY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

WHEREAS, the County of Adams is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and,

WHEREAS, the County of Adams is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and,

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and,

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and,

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, Adams County has an allocation of the 2020 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to **September 15, 2020** (the "2020 Allocation"); and,

WHEREAS, Adams County has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the County and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2020 Allocation; and,

WHEREAS, Adams County has determined that the 2020 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderateincome persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and, WHEREAS, the Board of County Commissioners of Adams County has determined to assign \$6,009,763 of its 2020 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the County of Adams and the Authority (the "Assignment of Allocation").

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Adams County as follows:

1. The assignment to the Authority of \$6,009,763 of Adams County's 2020 Allocation be and hereby is approved.

2. The form and substance of the Assignment of Allocation be and hereby are approved; provided, however, that the Board of County Commissioners be and hereby are authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as they shall deem necessary or appropriate and not inconsistent with the approval thereof by this resolution.

3. The Board of County Commissioners of Adams County be and hereby are authorized to execute and deliver the Assignment of Allocation on behalf of Adams County and to take such other steps or actions as may be necessary, useful or convenient to effect the aforesaid assignment in accordance with the intent of this resolution.

4. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

5. This resolution shall be in full force and effect upon its passage and approval.



Private Activity Bond Direct Allocations

2020 Colorado Private Activity Bond Direct Allocations Statewide Population in 2019: 5,758,736 Private Activity Bond Cap available in 2020: \$604,667,280

Per Capita Multiplier: \$105

Local Issuer	Deputation	Population	PAB Cap
Local Issuer	Population	as % of State	РАВ Сар
		Population	
Denver	717,796	12.61%	\$38,110,648
		8.32%	
Colorado Springs	473,928		\$25,162,725
Aurora	373,334	6.56%	\$19,821,789
Douglas County	220,627	3.87%	\$11,713,967
El Paso County	209,852	3.69%	\$11,141,883
Jefferson County	206,840	3.63%	\$10,981,962
Fort Collins	167,347	2.94%	\$8,885,119
Lakewood	156,493	2.75%	\$8,308,837
Weld County	149,370	2.62%	\$7,930,661
Thornton	141,062	2.48%	\$7,489,544
Arapahoe County	136,251	2.39%	\$7,234,114
Arvada	120,374	2.11%	\$6,391,135
Westminster	113,537	1.99%	\$6,028,132
Adams County	113,191	1.99%	\$6,009,763
Pueblo	111,650	1.96%	\$5,927,943
Centennial	110,833	1.95%	\$5,884,566
Greeley	107,026	1.88%	\$5,682,437
Boulder	106,456	1.87%	\$5,652,173
Larimer County	98,460	1.73%	\$5,227,637
Longmont	96,343	1.69%	\$5,115,234
Mesa County	89,438	1.57%	\$4,748,623
Loveland	77,226	1.36%	\$4,100,236
Broomfield	69,453	1.22%	\$3,687,537
Castle Rock	64,818	1.14%	\$3,441,446
Grand Junction	64,191	1.13%	\$3,408,156
Boulder County	61,648	1.08%	\$3,273,141
Garfield County	59,812	1.05%	\$3,175,661
Commerce City	58,499	1.03%	\$3,105,945
Parker	55,764	0.98%	\$2,960,733
Pueblo County	55,467	0.97%	\$2,944,965
Eagle County	54,863	0.96%	\$2,912,898
Littleton	47,929	0.84%	\$2,544,742
Fremont County	47,917	0.84%	\$2,544,108
· ·	,	1	· · ·

Table 1: Allocations to Designated Local Issuing Authorities



Local Issuer	Population	Population	PAB Cap
Local issuel		as % of State	THE Cap
		Population	
Brighton	40,629	0.71%	\$2,157,156
Northglenn	38,870	0.68%	\$2,063,764
La Plata County	37,343	0.66%	\$1,982,690
Englewood	34,612	0.61%	\$1,837,689
Wheat Ridge	31,369	0.55%	\$1,665,506
Summit County	30,974	0.54%	\$1,644,537
Delta County	30,935	0.54%	\$1,642,466
Fountain	$30,\!618$	0.54%	\$1,625,632
Windsor	29,053	0.51%	\$1,542,540
Lafayette	28,950	0.51%	\$1,537,071
Morgan County	28,504	0.50%	\$1,513,394
Elbert County	26,218	0.46%	\$1,392,020
Montezuma County	26,155	0.46%	\$1,388,675
Routt County	25,680	0.45%	\$1,363,455
Erie	25,591	0.45%	\$1,358,729
Teller County	25,057	0.44%	\$1,330,378
Montrose County	22,857	0.40%	\$1,213,570
Logan County	21,856	0.38%	\$1,160,427
Louisville	21,182	0.37%	\$1,124,637
Evans	20,972	0.37%	\$1,113,487
Golden	20,586	0.36%	\$1,092,993
Chaffee County	20,024	0.35%	\$1,063,156
Montrose	19,406	0.34%	\$1,030,342
Durango	19,059	0.33%	\$1,011,919

Table 1: Allocations to Designated Local Issuing Authorities (continued)

These calculations for municipalities and counties utilize population estimates from 2018, as these are the most recent year for which these estimates are available. The population of the state in that year was 5,694,311.

Total cap available to designated local issuing authorities and the statewide balance:

\$302,333,640

Table 2: Allocations to State Issuing Authorities

State Issuing Authority	PAB Cap
Colorado Housing and Finance Authority	\$292,333,640
Colorado Agricultural Development Authority	\$10,000,000

Total cap available to the Statewide Balance:

\$15,928,947

Total cap allocated to all issuing authorities:

\$604,667,280



assignment of allocation - county

Multifamily Housing Facility Bonds/Single Family Mortgage Revenue Bonds

This Assignment of Allocation (the "Assignment"), dated this ______day of ______, 2020, is between the County of ______Colorado (the "Assignor" or the "Jurisdiction") and Colorado Housing and Finance Authority (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single- family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2020 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2020, (the "2020 Allocation"); and

WHEREAS, the Assignor has determined that, in order to increase the availability of adequate affordable rental housing for low- and moderate-income persons and families within the Jurisdiction, Colorado and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2020 Allocation; and

WHEREAS, the Assignor has determined that the 2020 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds"), and the Assignee has expressed its willingness to attempt to issue Revenue Bonds with respect to the 2020 Allocation assigned herein; and

WHEREAS, the Board of County Commissioners of the Assignor has determined to assign to the Assignee all or a portion of its 2020 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee \$______of its 2020 Allocation [the "Assigned Allocation"], subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.

2. The Assignee hereby accepts the assignment to it by the Assignor of the Assigned Allocation, subject to the terms and conditions contained herein. The Assignee agrees to use its best efforts to issue and sell Revenue Bonds in an aggregate principal amount equal to or greater than the Assigned Allocation, in one or more series, and to make proceeds of such Revenue Bonds available from time to time for a period of one (1) year from the date of this Assignment to finance multifamily rental housing projects located in the Jurisdiction, or to issue Revenue Bonds for the purpose of providing single-family mortgage loans to low- and moderate income persons and families in the Jurisdiction.

3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assigned Allocation as an allocation for a project with a carryforward purpose or to make a mortgage credit certificate election, in lieu of issuing Revenue Bonds.

4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.

5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multi-family rental housing project located in the Jurisdiction or elsewhere or to finance single-family mortgage loans in any particular amount or at any particular interest rate or to use any particular percentage of the proceeds of its Revenue Bonds to provide mortgage loans or mortgage credit certificates to finance single-family housing facilities in the Jurisdiction, provided that any Revenue Bond proceeds attributable to the Assigned Allocation shall be subject to paragraph 2 above.

6. This Assignment is effective upon execution and is irrevocable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

County of______, Colorado

Ву:_____

Name:_____

Title:_____

COLORADO HOUSING AND FINANCE AUTHORITY

By:			
Name:			

Title:_____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 21, 2020

SUBJECT: Intergovernmental Agreement with South Adams County Fire Protection District for distribution of CARES funds.

FROM: Alisha Reis, Deputy County Manager

AGENCY/DEPARTMENT: County Manager's Office/County Attorney's Office/Budget & Finance Department

HEARD AT STUDY SESSION ON: June 2, 2020

AUTHORIZATION TO MOVE FORWARD: \square YES \square NO

RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA to distribute CARES funds to South Adams County Fire Protection District.

BACKGROUND:

Attached is an intergovernmental agreement for the Board's consideration to distribute a portion of funding allocated to the County by the Coronavirus Aid, Relief, and Economic Security Act (CARES). The County was allocated about \$90.3 million, and the Board of County Commissioners previously agreed to allocate \$1 million to fire districts serving Adams County. The Board also approved a funding formula based upon population of Adams County residents living within the fire districts. The formula is included as part of the IGA as Exhibit A.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office County Attorney's Office Budget & Finance Department

ATTACHED DOCUMENTS:

Resolution Intergovernmental Agreement CARES Fund Distribution

FISCAL IMPACT:

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

Fund: 1

Cost Center: 9263

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8810		\$1,000,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000

New FTEs requested:	YES	NO NO
Future Amendment Needed:	YES	🖂 NO

Additional Note:

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS AND SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 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, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES") to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the Board of County Commissioners of the County of Adams and South Adams County Fire Protection District, 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 BETWEEN ADAMS COUNTY AND SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT REGARDING DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT FUNDS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this _____ day of July, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("County") and South Adams County Fire Protection District located at 6050 Syracuse St., Commerce City, CO ("District") for the purpose of disbursing funds provided by the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES").

WITNESSETH:

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 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, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted CARES to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. <u>FUNDING</u>

CARES funds are allocated based on the percentage of the population in a given state that resides in the jurisdiction requesting direct funding from the federal government. County is similarly allocating CARES funds based on the percentage of the County population residing in each fire district. The spreadsheet attached as Exhibit A, and incorporated herein, shows the amount of CARES funds available to each Adams County fire district.

County will disburse to District the funds allocated to District in Exhibit A in a single payment. The payment will be disbursed to District only after County receives an invoice from District for the payment. District understands and agrees that the County's obligation to disburse these CARES funds is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.

District must submit reports on the expenditure of its CARES funds, including the amount and purpose of each expenditure, to County monthly. Any CARES funds not spent by December 4, 2020, shall be returned to the County so that the County's obligation to return unspent CARES funds to the Federal Treasury may be timely fulfilled.

II. SCOPE OF PROJECT AND ACCOUNTING

CARES funds shall be spent solely for the COVID-19 related costs set forth in CARES. CARES imposes expenditure and accounting obligations upon local governments receiving CARES funds. District agrees to be solely responsible for ensuring that it spends and accounts for the CARES funds received from the County in strict compliance with CARES requirements. Because CARES is recent legislation, the parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. District shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations. In the event of non-compliance with its legislative and regulatory mandates, the federal government may seek reimbursement of funds it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds, and, in the event the federal government seeks reimbursement of funds spent by

District from County, District shall reimburse County for any funds returned by County on District's behalf within thirty days of County's reimbursement.

III. <u>PUBLIC NECESSITY</u>

The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in Adams County in the fight against COVID-19.

IV. <u>LIABILITY</u>

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

The Parties hereto understand and agree that the District, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, 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 from time-to-time amended, or otherwise available to either party, their officers, or their employees.

V. <u>NOTICES</u>

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office 4430 S. Adams County Parkway Brighton, Colorado 80601-8206

Adams County Attorney's Office 4430 South Adams County Parkway, Suite C5000B Brighton, Colorado 80601-8206

For District:

South Adams County Fire Protection District 6050 Syracuse St. Commerce City, CO 80022

Attn: Kevin Vincel, Fire Chief

The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or the District. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement.

VI. <u>AMENDMENTS</u>

This Agreement contains all of the terms agreed upon by and among the Parties. Any amendments or modifications to this Agreement shall be in writing and executed by the Parties hereto to be valid and binding.

VII. <u>SEVERABILITY</u>

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

VIII. <u>APPLICABLE LAWS</u>

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

IX. <u>ASSIGNABILITY</u>

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the non-assigning party or parties to this Agreement.

X. <u>BINDING EFFECT</u>

The provisions of this Agreement shall bind and shall inure to the benefit of the Parties hereto and to their respective successors and permitted assigns.

XI. <u>EMPLOYMENT STATUS</u>

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XII. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

XIII. <u>APPROPRIATIONS</u>

Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the District and/or the County.

XIV. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person or party other than either one of the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

XV. ILLEGAL ALIENS

The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

Signatures on next page.

SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT

Fire Chief ATTEST:

David Metish

David Metish, Lieutenant

APPROVED AS TO FORM:

Ron Fano, District Legal Counsel

BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

CARES Distribution: Fire Districts

		CARES Funding Per
Fire District	Population Estimates	Population
Adams County Fire Protection District	92,366	\$ 204,999.48
Bennett Fire Protection District	14,711	\$ 32,649.97
Brighton Fire Rescue District	72,103	\$ 160,027.25
Byers Fire Protection District	4,352	\$ 9,658.94
Deer Trail Fire Protection District	4,352	\$ 9,658.94
North Metro Fire District	153,475	\$ 340,626.37
Sable-Altura Fire Protection District	22,189	\$ 49,246.84
South Adams County Fire District	74,000	\$ 164,237.51
Southeast Weld County Fire Protection District	8,667	\$ 19,235.76
Strasburg Fire Protection District	4,352	\$ 9,658.94
Total	450,567	\$ 1,000,000.00
CARES Funding	\$ 1,000,000.00	
Funding per Resident	\$ 2.22	

ACS Estimates Population 2018 -extracted by fire district Census Tracts within or partially within Fire District



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 21, 2020

SUBJECT: Intergovernmental Agreement with Brighton Fire Rescue District for distribution of CARES funds.

FROM: Alisha Reis, Deputy County Manager

AGENCY/DEPARTMENT: County Manager's Office/County Attorney's Office/Budget & Finance Department

HEARD AT STUDY SESSION ON: June 2, 2020

AUTHORIZATION TO MOVE FORWARD: \square YES \square NO

RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA to distribute CARES funds to Brighton Fire Rescue District.

BACKGROUND:

Attached is an intergovernmental agreement for the Board's consideration to distribute a portion of funding allocated to the County by the Coronavirus Aid, Relief, and Economic Security Act (CARES). The County was allocated about \$90.3 million, and the Board of County Commissioners previously agreed to allocate \$1 million to fire districts serving Adams County. The Board also approved a funding formula based upon population of Adams County residents living within the fire districts. The formula is included as part of the IGA as Exhibit A.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office County Attorney's Office Budget & Finance Department

ATTACHED DOCUMENTS:

Resolution Intergovernmental Agreement Cares Distribution Funds

FISCAL IMPACT:

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

Fund: 1

Cost Center: 9263

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8810		\$1,000,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000

New FTEs requested:	YES	NO NO
Future Amendment Needed:	YES	🖂 NO

Additional Note:

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS AND BRIGHTON FIRE RESCUE DISTRICT

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 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, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES") to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the Board of County Commissioners of the County of Adams and Brighton Fire Rescue District, 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 BETWEEN ADAMS COUNTY AND BRIGHTON FIRE RESCUE DISTRICT REGARDING DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT FUNDS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this __8th_ day of July, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("County") and Brighton Fire Rescue District located at 500 S. 4th Ave., 3rd Floor, Brighton, CO 80601 ("District") for the purpose of disbursing funds provided by the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 ("CARES").

WITNESSETH:

WHEREAS, Section 18(2) of Article XIV of the Colorado Constitution and Sections 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, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in American society to individuals and families, to businesses, and to the state and local governments addressing the pandemic's effects; and,

WHEREAS, Congress recently enacted CARES to provide relief funds to individuals, businesses, and state and local governments; and,

WHEREAS, CARES allows the County to directly receive funds for costs incurred in fighting and ameliorating the effects of COVID-19; and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to District, and District wishes to receive from County, CARES funds for COVID-19 related costs incurred by District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. <u>FUNDING</u>

CARES funds are allocated based on the percentage of the population in a given state that resides in the jurisdiction requesting direct funding from the federal government. County is similarly allocating CARES funds based on the percentage of the County population residing in each fire district. The spreadsheet attached as Exhibit A, and incorporated herein, shows the amount of CARES funds available to each Adams County fire district.

County will disburse to District the funds allocated to District in Exhibit A in a single payment. The payment will be disbursed to District only after County receives an invoice from District for the payment. District understands and agrees that the County's obligation to disburse these CARES funds is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.

District must submit reports on the expenditure of its CARES funds, including the amount and purpose of each expenditure, to County monthly. Any CARES funds not spent by December 4, 2020, shall be returned to the County so that the County's obligation to return unspent CARES funds to the Federal Treasury may be timely fulfilled.

II. SCOPE OF PROJECT AND ACCOUNTING

CARES funds shall be spent solely for the COVID-19 related costs set forth in CARES. CARES imposes expenditure and accounting obligations upon local governments receiving CARES funds. District agrees to be solely responsible for ensuring that it spends and accounts for the CARES funds received from the County in strict compliance with CARES requirements. Because CARES is recent legislation, the parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. District shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations. In the event of non-compliance with its legislative and regulatory mandates, the federal government may seek reimbursement of funds it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds, and, in the event the federal government seeks reimbursement of funds spent by

District from County, District shall reimburse County for any funds returned by County on District's behalf within thirty days of County's reimbursement.

III. <u>PUBLIC NECESSITY</u>

The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in Adams County in the fight against COVID-19.

IV. <u>LIABILITY</u>

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

The Parties hereto understand and agree that the District, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, 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 from time-to-time amended, or otherwise available to either party, their officers, or their employees.

V. NOTICES

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office 4430 S. Adams County Parkway Brighton, Colorado 80601-8206

Adams County Attorney's Office 4430 South Adams County Parkway, Suite C5000B Brighton, Colorado 80601-8206

For District:

Brighton Fire Rescue District 500 S. 4th Avenue, 3rd Floor Brighton, CO 80601

Attn: Mike Schuppe, Fire Chief

B. The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or the District. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement.

VI. <u>AMENDMENTS</u>

This Agreement contains all of the terms agreed upon by and among the Parties. Any amendments or modifications to this Agreement shall be in writing and executed by the Parties hereto to be valid and binding.

VII. <u>SEVERABILITY</u>

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

VIII. <u>APPLICABLE LAWS</u>

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

IX. <u>ASSIGNABILITY</u>

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the non-assigning party or parties to this Agreement.

X. <u>BINDING EFFECT</u>

The provisions of this Agreement shall bind and shall inure to the benefit of the Parties hereto and to their respective successors and permitted assigns.

XI. <u>EMPLOYMENT STATUS</u>

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XII. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

XIII. <u>APPROPRIATIONS</u>

Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the District and/or the County.

XIV. <u>NO THIRD PARTY BENEFICIARIES</u>

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person or party other than either one of the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

XV. ILLEGAL ALIENS

The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

Signatures on next page.

BRIGHTON FIRE RESCUE DISTRICT

lar

By: Dean Morris, Board President

ATTEST:

By: Pasquale Dilorenzo, Assistant Board Secretary

APPROVED AS TO FORM:

Michielle F. Deigus

Michelle B. Ferguson, Attorney at Law

BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

CARES Distribution: Fire Districts

		CARES Funding Per
Fire District	Population Estimates	Population
Adams County Fire Protection District	92,366	\$ 204,999.48
Bennett Fire Protection District	14,711	\$ 32,649.97
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Deer Trail Fire Protection District	4,352	\$ 9,658.94
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Strasburg Fire Protection District	4,352	\$ 9,658.94
Total	450,567	\$ 1,000,000.00
CARES Funding	\$ 1,000,000.00	
Funding per Resident	\$ 2.22	

ACS Estimates Population 2018 -extracted by fire district Census Tracts within or partially within Fire District



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 21, 2020

SUBJECT: Transportation Services

FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget &Finance Director Jennifer Tierney Hammer, Procurement and Contracts Supervisor

AGENCY/DEPARTMENT: Adams County Human Services Department – Child and Family Services

HEARD AT STUDY SESSION ON: N/A

AUTHORIZATION TO MOVE FORWARD: YES NO

RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to renew the agreement with American Logistics Company to provide Transportation Services for the Adams County Human Services Department.

BACKGROUND:

The Board of County Commissioners approved an agreement with American Logistics Company in February 2019 in response to a formal solicitation issued in October of 2018 for transportation services for the Human Services Department. These services are needed to help maintain children in their home school when they are placed outside their family home and no other mode of transportation is available. These services also allow family members to participate in Family Team Meetings. Maintaining children in their home school is required under federal law through Every Student Succeeds Act (ESSA) and Family Team Meetings are required to be held under current Colorado Child Welfare rule.

Staff is pleased with American Logistics Company and wishes to renew the agreement for an additional one-year term. It is recommended that Amendment One for renewal with American Logistics Company be approved for Transportation Services in the not to exceed amount of \$390,000.00 for a total agreement amount of \$535,000.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Children and Family Services

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 15

Cost Center: 99915, Various

	Object Account	Subledger	Amount
Current Budgeted Revenue:	99915.5755		50,239,790
Additional Revenue not included in Current Budget:			
Total Revenues:			50,239,790

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Various.7645		6,078,100
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			6,078,100

New FTEs requested:	YES	
Future Amendment Needed:	YES	

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN ADAMS COUNTY AND AMERICAN LOGISTICS COMPANY TO PROVIDE TRANSPORTATION SERVICES

WHEREAS, in February 2019, American Logistics Company was awarded an agreement to provide Transportation Services for the Adams County Human Services Department; and,

WHEREAS, Adams County would like to extend the agreement for one additional year; and,

WHEREAS, American Logistics Company agrees to provide Transportation Services in the not to exceed amount of \$390,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement with American Logistics Company to provide Transportation Services is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with American Logistics Company on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

Exhibit 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Final Development Plan
- 3.3 Applicant Final Subdivision Plat
- 3.4 Applicant Subdivision Improvement Agreement (SIA)

Exhibit 4- Referral Comments

- 4.1 Referral Comments (Development Review Team)
- 4.2 CDOT
- 4.3 USGS
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COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT STAFF REPORT

Board of County Commissioners

July 21, 2020

CASE No.: PRC2019-00007	CASE NAME: Unison Housing at 7401 Broadway	
Owner's Name:	Maiker Housing Partners	
Applicant's Name:	Maiker Housing Partners (Andrew Chapin)	
Applicant's Address:	3033 West 71 st Avenue, Suite 1000, Westminster, CO 80030	
Location of Request:	7401 Broadway, Denver, CO 80221	
Nature of Request:	1) A Final Development Plan (FDP) for 116 multi-family units; 2) A Final Subdivision Plat to combine four parcels into one parcel and; 3) A Subdivision Improvement Agreement (SIA) to finance the public improvements associated with the FDP/Final Plat.	
Zone District:	Planned Unit Development (PUD)	
Site Size:	4.71 acres	
Proposed Uses:	Multi-Family Housing	
Existing Use:	Commercial Office (Presently Vacant)	
Comprehensive Plan:	Urban Residential	
Hearing Date(s):	BOCC: July 21, 2020/ 9:30 a.m.	
Report Date:	July 2, 2020	
Case Manager:	Libby Tart	
Staff Recommendation:	APPROVAL with 11 Findings-of-Fact and 1 Note	

SUMMARY OF PREVIOUS APPLICATIONS

On November 13, 2018, the Board of County Commissioners approved a transfer of the property at 7401 Broadway to Unison Housing Partners. The site and existing building were previously owned by Adams County and served as the Human Services Department until construction of the new Human Service Center, located at 11860 North Pecos Street, was completed in October 2018.

On January 24, 2019, members of the Planning Commission recommended approval of the Rezone, Preliminary Development Plan (PDP) and Preliminary Plat for the Unison Housing case. The request included a rezoning from a Commercial-3 to a Planned Unit Development (PUD) zone district, a Preliminary Development Plan (PDP), and a Preliminary Plat to consolidate four parcels into one lot. The BoCC approved these requests at a public hearing on February 19,

2019. The approval contained 19 findings-of-fact, four conditions and one note. The conditions required that the applicant provide a drainage analysis, a traffic impact study, an SIA, and public land dedication fees with the final plat application. These items have been submitted by the applicant and reviewed and approved by Adams County Development Services.

SUMMARY OF APPLICATION

Background

Maiker (formerly Unison) Housing Partners is one of over 3,000 Housing Authorities across the county and works exclusively on efforts to provide high quality affordable housing within the community. The applicant, Maiker Housing Partners, is requesting to redevelop the subject property, a former commercial office building, into a Planned Unit Development (PUD) for an affordable, multi-family housing development. The request includes a Final Development Plan (FDP), and a Final Plat to consolidate four parcels into one lot, as well as a Subdivision Improvement Agreement.

The site, previously developed as the Adams County Human Services Department, is approximately 4.71 acres and currently developed with a vacant office building. The proposed development includes five multi-family buildings consisting of 116 units, 41% open space, and active recreation areas to support the residential use. The applicant is proposing 180 parking spaces for the development.

Development Standards and Regulations

Final Development Plan:

A Final Development Plan (FDP) is a site-specific development plan that describes and establishes the type and intensity of uses for a specific parcel of land. Per Section 2-02-10-04 of the Adams County Development Standards and Regulations, a Final Plat and Subdivision Improvements Agreement (SIA) are required to be submitted with a Final Development Plan. The Final Plat and SIA outlines public improvements required with the development.

Below is a summary of housing units, design information, parking and open space areas proposed with the FDP:

Housing Units and Design

Unison Housing at 7401 Broadway includes 1, 2, and 3-bedroom unit types described as follows:

Existing Office Building

- 44 apartment units
- 40 1-Bedroom (610-690 square-feet)
- 4 2-Bedroom (960 square-feet)
- Leasing Offices and Amenity Spaces (7,000 square-feet)

Four New Buildings

- 72 apartment units
- 24 1-Bedroom (648-669 square-feet)

- 32 2-Bedroom (767-898 square-feet)
- 16 3-Bedroom (998-1,035 square-feet)
- Oriented on a courtyard with children's play areas, BBQ/picnic areas, community gardens, and seating areas

<u>Parking</u>

- 1 space per 1-Bedroom unit
- 1.5 spaces per 2-Bedroom unit
- 2 spaces per 3-Bedroom unit
- 25% extra parking spaces for Guest parking

Building Design

Existing Office Building

- 1st Story Brick
- Cementious siding
- Metal facia and windows
- Brown, tan/cream, and rust color palette

Four New Buildings

- Primary Material Cementious siding (stucco)
- Metal panel and cementious plank as accents
- Metal canopies and fascia
- Brown, tan/cream and rust color palette

Other Design Elements Along the Rear

- Basketball hoop along with striping
- Hopscotch/foursquare striping
- Dog park with waste station
- Grill/picnic table area

The 2019 Rezone and Preliminary Development Plan (PDP) requested various standards within their Planned Unit Development (PUD) zone district to be similar to a Residential-4 (R-4) zone district, but with an overall lower height limit (65-feet in lieu of 75-feet) and density (25 units/acre in lieu of 35 units/acre). The applicant is adhering to the PDP requested setback standards. The standard front setback in an R-4 zone district is 50-feet from a state highway but the existing structure is setback over 80-feet from Broadway. The side setbacks are already present due to the existing structure and the drive aisle. In an R-4 zone district they are 25-feet for a principal structure. The applicant is meeting this standard. The rear setback in an R-4 zone district is 20-feet and the applicant indicated this setback will be over 100-feet from the last building to the rear of the property.

The primary change from the PDP to the FDP relates to the building color, materials, and projections in the massing. The applicant is creating a more muted color palette with the building colors (rust in lieu of red, tans and browns in lieu of a more predominant cream color).

The newer buildings previously proposed a brick wainscot to complement the existing office building and is now proposing cement plaster (stucco) with metal panels and cementious siding. Cornices were added to address the courtyard with roof decks orienting to the courtyard. Wing walls were added to the balconies on the west elevations.

Overall Parking

The PDP provided a parking reduction memo to support the overall development's parking ratio. Some factors that the applicant provided as evidence are the 1) the need to provide as much affordable and attainable housing to their Adams County residents, 2) the site constraints with the need to supply new surface storm water treatment (limiting the amount of parking they can provide), and 3) studies show that vehicle ownership is lower for populations at or below 70% of the Area Median Income (AMI).

The site contains an RTD bus stop along Broadway and the applicant has kept the original 36 proposed bicycle parking spaces (four times the minimum number of nine bicycle spaces) from the PDP to encourage residents to utilize alternative transportation and potentially reduce the need for automobile ownership and demand for fewer parking spaces.

Open Space and Outdoor Amenities

Per Section 3-29-03-05-06 of the County's Development Standards and Regulations, a minimum of 30% open space is required in all PUDs. The PDP proposed approximately 18% building coverage and 41% open space, and the FDP continues this thread. The four new structures surround a centralized courtyard with passive and active park uses (play areas for children, raised beds for gardening, benches, and a BBQ/picnic area). A dog park is proposed along the northwest boundary of the property, with an additional BBQ/picnic area. The dog park and the courtyard active open space areas are connected to each other with a sidewalk system.

<u>Final Plat:</u>

Per Section 2-02-17-04 of the County's Development Standards and Regulations, the applicant is requesting approval of a final plat for the proposed multi-family residential development. The 4.7116-acre site area currently consists of four parcels. The proposed final plat will create one lot.

The applicant has created an apparent easement for areas of their plat that overlap with the northern neighborhood's fences. In doing so, the applicant is providing notice to the public and title companies of this area. Staff finds this easement adequate.

The proposed final plat conforms to the criteria for approval outlined in Section 2-02-17-04-05 of the County's Development Standards, which include conformance to the approved preliminary plat and the subdivision design standards.

Section 5-02 of the County's Development Standards and Regulations requires improvements with all subdivision plats. Such improvements are normally approved and constructed through a Subdivision Improvements Agreement (SIA) that is accompanied by sufficient collateral to secure the improvements. The applicant is providing a SIA with the application.

Subdivision Improvement Agreement:

Per Section 5-02-05 of the Adams County Development Standards and Regulations, a Subdivision Improvements Agreement (SIA) is required for the proposed development. The agreement is required to address the manner and timing of the completion of all subdivision improvements and responsibility for payment of the costs of improvements associated with the development.

The SIA outlines the Developer's obligation for required construction and collateral for all public improvements. Staff has reviewed the SIA and confirmed the proposed agreements are in compliance with the County's Development Standards and Regulations.

Future Land Use Designation/Goals of the Comprehensive Plan for the Area

Adams County's Comprehensive Plan designates the subject property and surrounding area as Urban Residential. Per Chapter Five of the County's 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 designated to serve the needs of nearby residents.

The application is in line with the 2018 Balanced Housing Plan in that it is an infill project occurring on an under-utilized parcel of land with the goal of creating affordable housing. It is also in line with the 2015 Adams County Making Connections Plan in that the development expands opportunities for affordable housing solutions throughout Adams County as "we hope to remain a county where low and moderate income families, the workers who drive our economy, elders on fixed incomes, and the children that should guide our economic future can afford to live".

Northwest	North	Northeast
R-1- C	R-1- C	R-1-C
Single-Family	Single-Family	Commercial
		(Mapleton School – Global
		Leadership Academy)
West	Subject Property	East
R-1-C	(PUD)	C-4
Vacant	Vacant	Commercial
(former Reservoir)	(former Office Building)	(Mapleton School District
		offices)
Southwest	South	Southeast
R-1-C	R-1- C	C-4
Single-Family	Single-Family	Commercial

Surrounding Zoning Designations and Existing Use Activity:

Compatibility with the Surrounding Land Uses:

The surrounding area is developed as single-family residential to the north, west and south and to the east - office, commercial and multi-family. The request to create a multi-family residential complex is compatible with the properties to the east of Broadway and is compatible with the Urban Residential area identified in the Comprehensive Plan.

Staff Recommendation

Based upon the application, the criteria and review process for a Final Development Plan and Final Plat, Staff recommends Approval of the request with 11 Findings-of-Fact and 1 Note.

FINDINGS OF FACT:

Final Development Plan:

- 1. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
- 2. The FDP conforms to the P.U.D. standards.
- 3. The FDP is consistent with any approved PDP for the property.
- 4. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community and Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

Major Subdivision (Final Plat):

- 5. The final plat is consistent and conforms to the approved preliminary plat.
- 6. The final plat is in conformance with the subdivision design standards.
- 7. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
- 8. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
- 9. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
- 10. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
- 11. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

Recommended Note to the Applicant:

1. The applicant shall adhere to all fire, animal, health, zoning, and building codes.

PUBLIC COMMENTS

Property Owner and Occupants Notified	Number of Responses
438	2

As of writing this report, Staff has received two responses for the FDP/Final Plat application. The first comment from a neighbor to the west, stating they were not supportive of an affordable multi-family complex occurring on the site. The second comment from another neighbor to the south, asked if the applicant was going to put in a wall on the back side out of concerns about fire. The applicant acknowledged both comments in a second submission.

COUNTY AGENCY COMMENTS

Adams County Development Services

Development Services Planning Staff requested that the applicant work through clarifying the PDP to FDP design changes as well as other minor details. The applicant has corrected and provided all necessary information to Staff at this time.

Development Services Engineering Staff worked through construction improvements, easements, and the Subdivision Improvement Agreement. The applicant has addressed all information needed from Engineering, Right-of-Way, Legal, and Finance staff at this time.

Adams County Public Works

Provided comment related to the SIA.

Adams County Development Services Environmental and Building

No comment other than to work through items with the Fire Department.

Adams County Development Services Addressing and Right-of-Way

Development Services Right-of-Way had comments during the review on the fence encroachment with the northern single-family detached lots. Pre-COVID-19, the applicant attempted to go door-to-door to discuss and receive signatures on these encroachments. Unfortunately, the applicant was unable to obtain every lot owner's permission. The applicant's surveyor noted that this encroachment is an "apparent easement", which is deemed adequate by Adams County staff.

Additional easement discussions occurred about a water/utility easement with the City of Thornton and the underground detention pond easement. All items are resolved as of the writing of this report.

Adams County Parks and Open Space

No comment.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

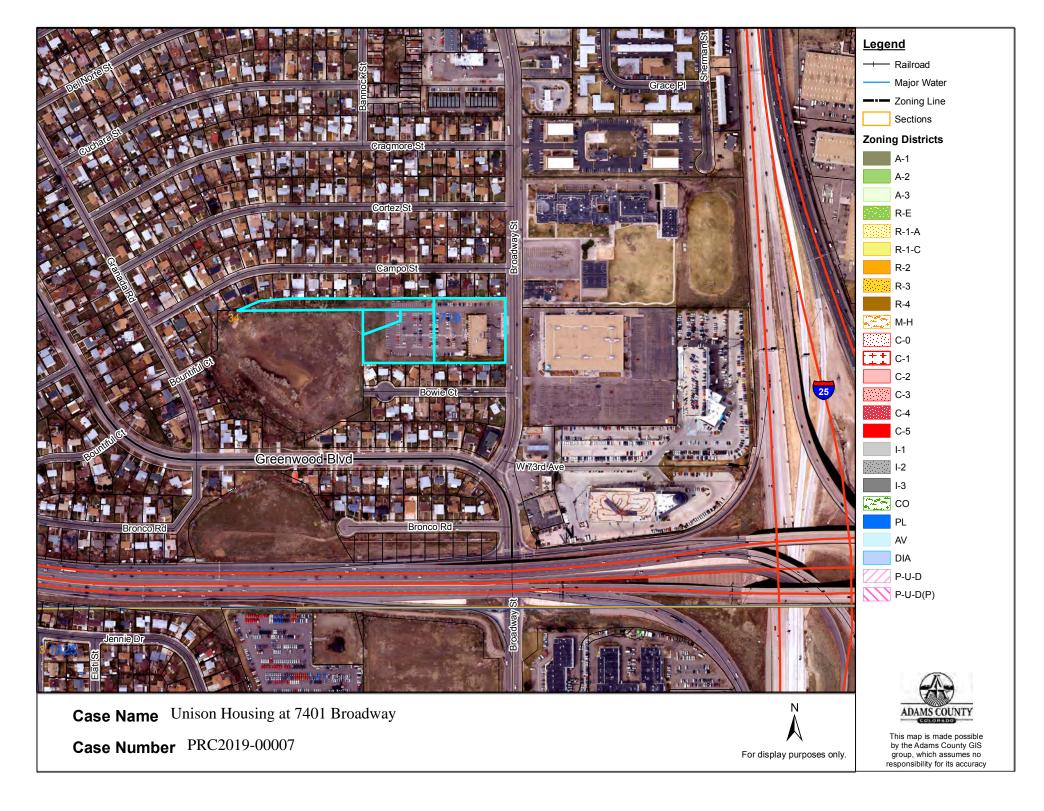
- Adams County Fire Rescue Noted the applicants needed additional width and turning radii for fire department apparatuses. All items were addressed in the initial review.
- Xcel Energy Worked through easement requests with the energy provider on the Final Plat.
- USGS Noted concerns for the stormwater detention at the start of the application but items were resolved through resubmittals.
- Tri-County Health Commended the applicant for providing a network of sidewalks and trails throughout the development, as well as a safe sidewalk connection to a bus stop.
- City of Thornton The site is served by City of Thornton water and sewer. The applicant worked through the provision of an easement for this.
- Colorado Division of Water Resources The applicant needed to supply further information on the water supply to the DWR. This item was resolved through additional submittals.
- Mapleton Public Schools Expressed their concerns about the lack of adequate parking and amenities, as well traffic congestion from the development. They continue to reflect these concerns in the FDP from the previous PDP.

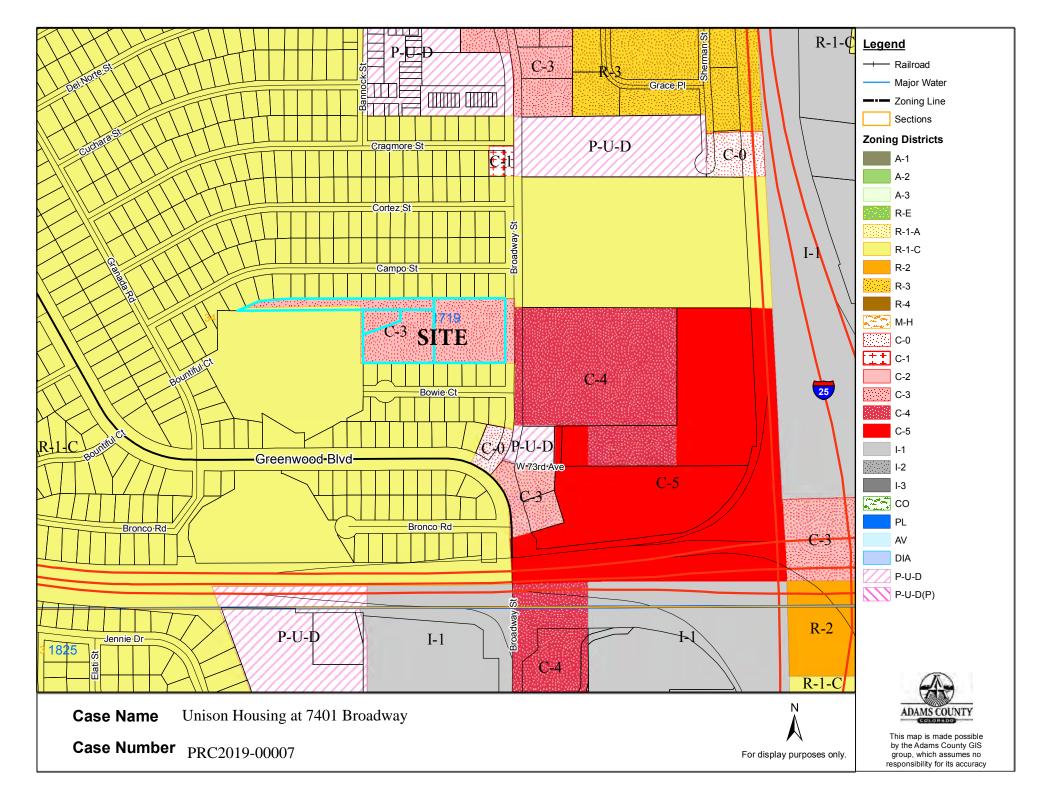
Responding without Concerns:

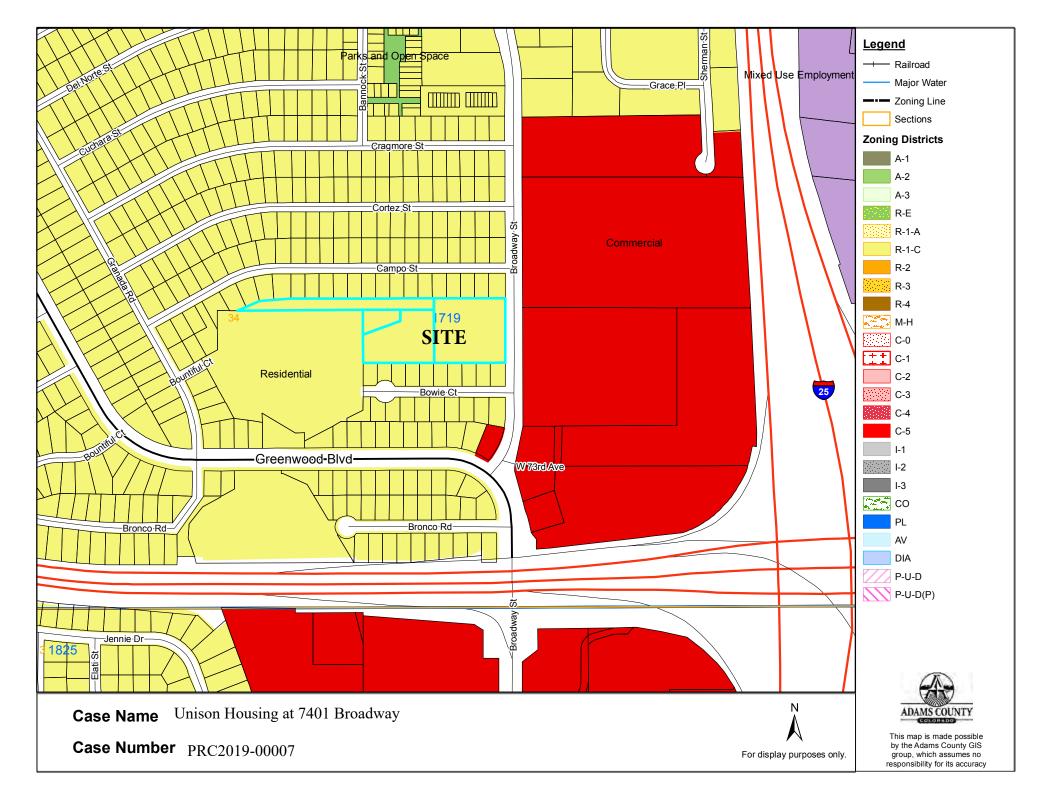
CDOT

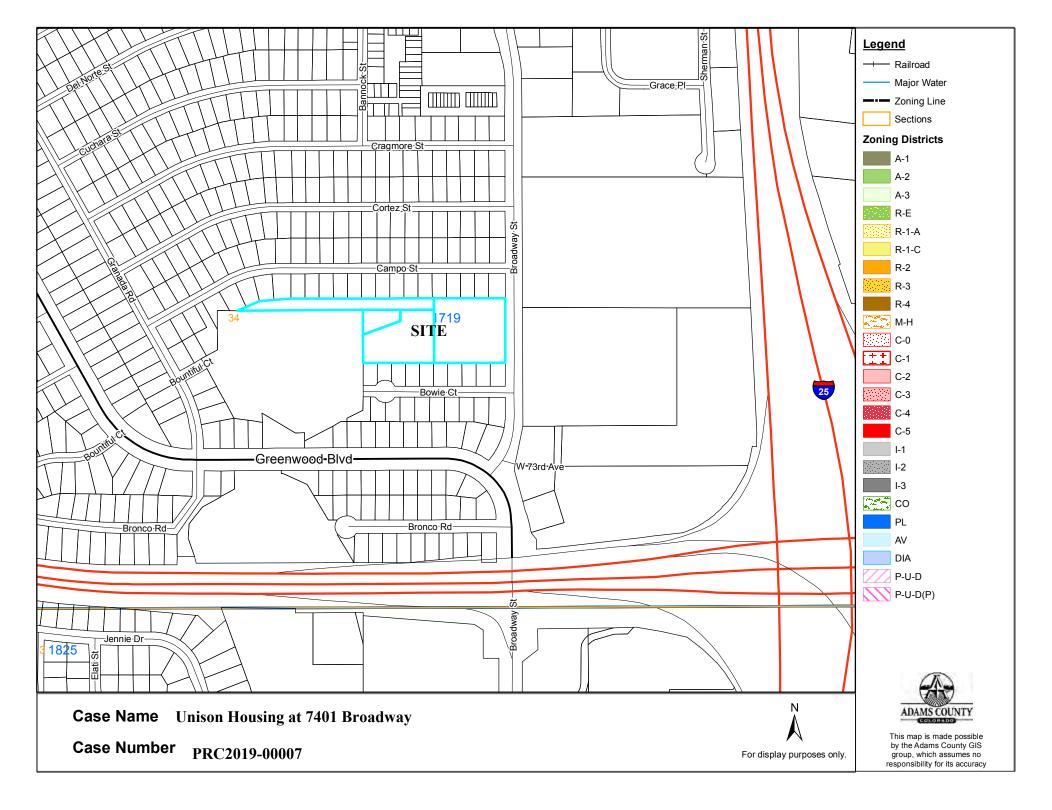
Notified but not Responding / Considered a Favorable Response:

Adams County Sheriff's Office Adams County Treasurer Century Link, Inc. City of Thornton Colorado Division of Mining Reclamation and Safety Colorado Division of Wildlife Comcast Mapleton School District #1 Perl Mack Neighborhood Group RTD Thornton Fire Department United States Post Office US EPA











3033 W. 71st Avenue, Suite 1000 > Westminster, CO 80030

P 303 227.2075

Written Explanation of the Project

Project: 7401 Broadway Redevelopment

With the intent to support affordable housing in Adams County, the County has conveyed the property at 7401 Broadway St. Denver CO 80221, to Maiker Housing Partners. The Board of County Commissioners approved the transfer of the property to Maiker at the November 13th, 2018 Public Hearing meeting.

The plans by Maiker include repurposing the decommissioned Human Services building as well as new construction for affordable multifamily housing. The PDP and Preliminary Plat were approved Feb. 19, 2019. The next step is the Final Development Plan, Plat, and Site Improvement Agreement.

The proposed design maintains the existing office building's core and shell and converts the 40,000sf of office space into 44 residential units (40 One-Bedroom units and 4 Two-Bedroom units). These One-Bedroom units range from 610 sf to 690 sf, and the Two-Bedroom units are 960 sf. There are leasing offices and amenity spaces throughout the building totaling over 7,000 sf. Adjacent to the office building are four new buildings consisting of 72 units of new construction (24 One-Bedroom units, 32 Two- Bedroom units, and 16 Three-Bedroom units). The One-Bedroom units range from 648 sf to 669 sf, the Two-Bedroom units range from 767 sf to 898 sf, and the Three-Bedroom units range from 998 sf to 1035 sf. These units are oriented around a shared courtyard that has children's play areas, BBQ/picnic areas, raised-bed gardens, and benches.

As proposed, there are 181 parking spaces provided around the housing along the edges of the site. This amount of parking is what is needed for this type of housing and is derived from a ratio of 1 space per One-Bedroom unit, 1.5 space per Two-Bedroom unit, 2 spaces per Three-Bedroom unit and an additional 25% for guest parking.

Broadway Street is a collector street, so it can adequately serve the multifamily land use. A second access point will be provided off of Broadway. A Traffic Impact Study, by Fox Tuttle Hernandez, has shown that auxiliary lanes are not needed.

As contemplated, storm water is managed on site through a variety of detention areas spread throughout the site. There are detention vaults both on the surface and below ground, as well as landscape swales and rain gardens. Overall this is a challenge considering the existing building had minimal infrastructure for storm water.

There is one change to the Plat. There is land along the northern boundary of the site that has been encroached upon by the neighbors. They have used that land for a while, so the design has worked around them. Maiker has decided to identify this land as 'Apparent Easements'. The Plat is updated to include the apparent easements.

Through design development, the building's architectural elevations have changed. The overall size and number of units have remained the same. In the former office building, two units have shifted from the bottom floor on the west-side to the 3rd and 4th floors on the east-side facing Broadway. These and other changes are described in the attached "PDP to FDP design revisions" pdf.

To the best of Maiker's understanding, the FDP and Final Plat meet the criteria for approval found in sections 2-02-10-04-05 and 2-02-17-04-05 of the Adams County Development Standards and Regulations. Having met the four criteria for the FDP and the seven criteria for the Final Plat, we request that the Board of County Commissioners approve both the FDP and Final Plat.

Maiker sees this project as an important response to the overall housing needs of the County. We look forward to working with you to make this housing a reality. Please feel free to contact me with any questions you may have. Thank you for your time and assistance. Sincerely,

Sincerelv

Andrew Chapin Maiker Housing Partners Housing Developer 303.227.2742 achapin@Maikerhp.org

7401 Broadway

Design Revisions from PDP to FDP.

3/9/2020

1. Building 1

East (Broadway) elevation:

Color scheme for the entire building was revised to be more muted. Overall height and size of the building did not change.

Two dwelling units were added on the east side in the middle of the building on levels 3 and 4. The units are framed in a large square painted in accent rust color.

To balance the elevation rectangles painted accent rust color were added on the level 2 SE corner and level 4 NE corner of the building. Each rectangle has projecting eaves at top, base and side and turns around the corner.

A third rectangle with projecting eaves on four sides was added on the east side of level 2. Accent color spots on the elevation were rearranged to work better with accent rectangles. Elevator tower is shown not colored on the FDP elevation.



PDP elevation facing Broadway (east elevation)



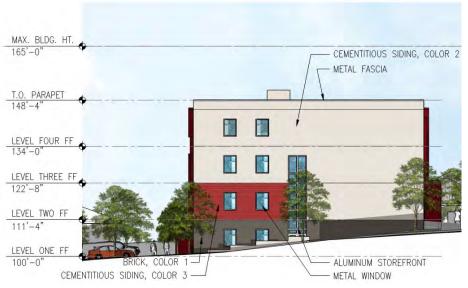
FDP elevation facing Broadway (east elevation)

West elevation (courtyard):

PDP submittal did not show this building elevation.

North elevation:

Windows were added to levels 1 through 4. Accent color areas and massing were revised. The current elevation shows a strong break in massing where the corridor is. Elevator tower is shown not colored on the FDP elevation.



PDP north elevation



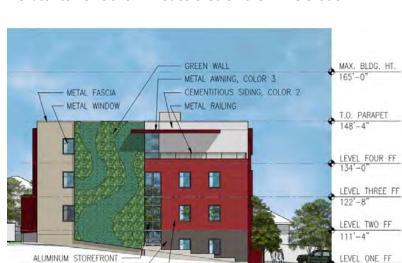
FDP north elevation

South elevation:

Because of longevity, maintenance and cost the green (landscaped) wall was relocated to the 4th floor roof deck and significantly reduced in size. An optional architectural graphic is proposed in lieu of the larger landscaped wall, which however is also depending on available funds.

100'-0'

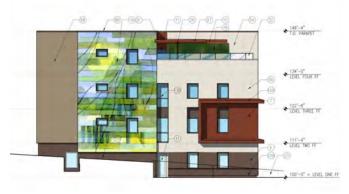
Accent colors and massing were rearranged.



Elevator tower is shown not colored on the FDP elevation.

BRICK, COLOR 1 ____ CEMENTITIOUS SIDING, COLOR 3

PDP south elevation



FDP south elevation

2. Buildings 2A and 2C.

Overall height and size of the buildings did not change. Materials and massing have changed. Brick was removed and replaced with cement plaster (stucco). Metal panel and cementitious plank siding were added as accents.

North (street) elevation:

The PDP elevations were flat with only four changes in plane and volume. A strong horizontal base with darker colored stucco is shown on the new building elevations. Current massing is more articulated and makes the streetscape more dynamic and interesting and brings the scale of the building more in line with surrounding single family houses. Juliet balconies were removed and replaced with cantilevered 2-story bays. The tower like elements on the corners of each building are finished with metal panel and

cementitious siding. To create a focal point and underline the entry to the courtyard it is flanked by L-shaped pilasters and towers with cornices.



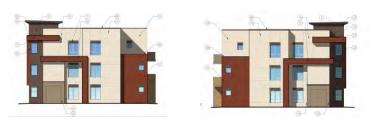
PDP Street elevations, Buildings 2A, 2C



BUILDING 2A

FDP Street elevations, Buildings 2A, 2C

BUILDING 2C



FDP Courtyard entry elevations, Building 2A, 2C

Courtyard (south) elevations were not shown on the PDP drawings.

Buildings 2B and 2D.

Overall height and size of the buildings did not change. Materials and massing have changed. Brick was removed and replaced with cement plaster (stucco). Metal panel and cementitious plank siding were added as accents.

South (street) elevation:

PDP elevations were somewhat flat. The massing was revised and towers with cornices were added to flank the entry to the courtyard. Floor plans were redesigned and improved layouts led to the roof decks in the middle of the buildings on level 3 being moved to the courtyard side. Two story bays were added to the middle of the elevations. Long canopies were added at level 2 and above level 3 to organize and connect the corner towers and the bays.



PDP Street (south) elevations, Buildings 2B, 2D



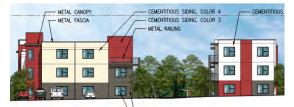
BUILDING 2D

BUILDING 2B

FDP Street (south) elevations, Buildings 2B, 2D

West elevations:

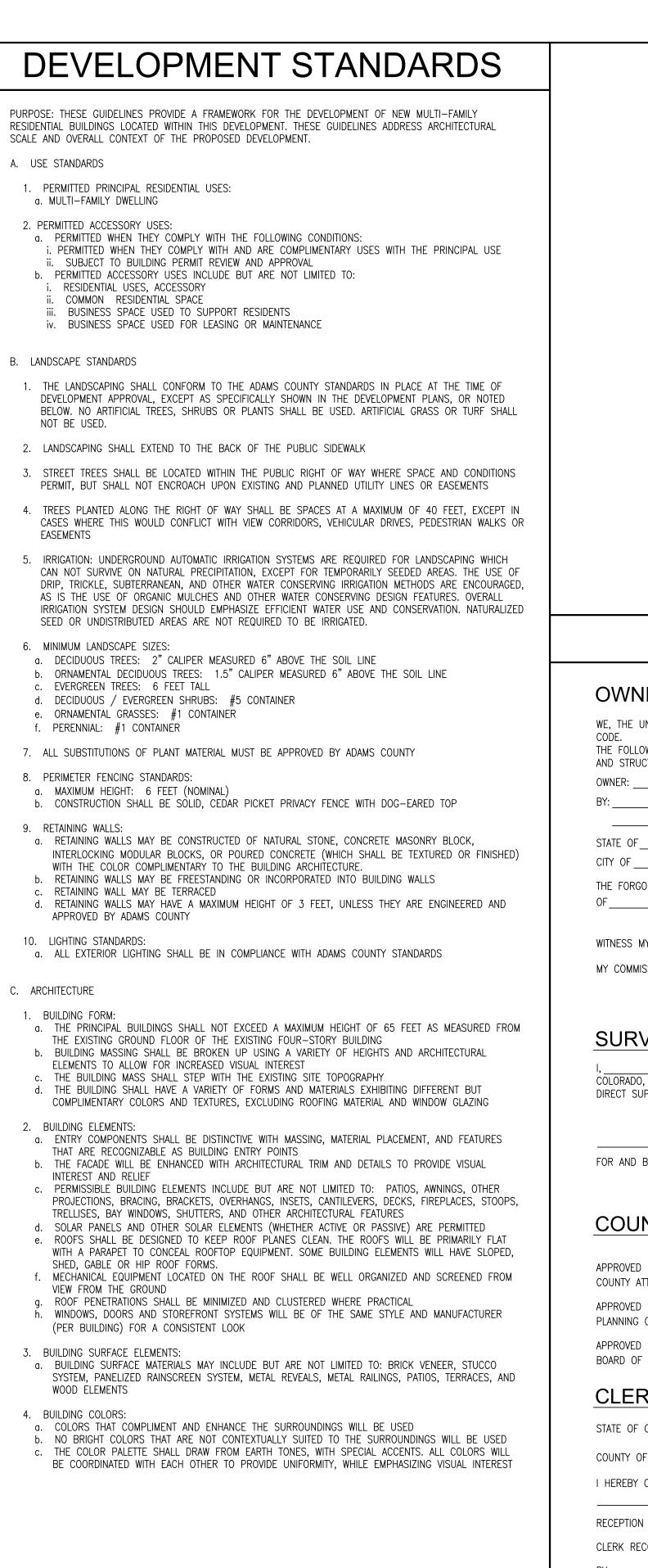
One story mechanical closets were added. Wing walls were added to the balconies.



PDP Side (west) elevations 2C, 2D



FDP Side (west) elevations 2C, 2D



OWNER'S SIGNATURE

WE, THE UNDERSIGNED, SHALL COMPLY WITH ALL REGULATIONS CONTAINED IN THE ADAMS COUNTY CODE. THE FOLLOWING SIGNATURES CONSTITUTE ALL OWNERS AND HOLDERS OF DEEDS OF TRUST FOR LAND AND STRUCTURES INCLUDED IN THIS PLAN. OWNER:

STATE OF

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED OF_____ON THIS_____

WITNESS MY HAND AND OFFICIAL SEAL MY COMMISSION EXPIRES:

SURVEYOR'S SIGNATURE

. A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS PREPARED BY ME OR UNDER DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND ACCURATE.

FOR AND BEHALF OF

COUNTY APPROVALS

APPROVED BY: COUNTY ATTORNEY:

APPROVED BY:

PLANNING COMMISSION CHAIR

APPROVED BY: BOARD OF PLANNING COMMISSIONERS CHAIR

CLERK AND RECORDER'S CERTIFICATION

ATE OF COLORADO)
DUNTY OF ADAMS)
HEREBY CERTIFY THAT THIS	INSTRUMENT WAS FI
ECEPTION NUMBER	
ERK RECORDER	
(:	DEPUT
E:	

DENVER, CO

SIGNATURE BLOCK

				DATE:		
)	BEFORE	ME	BY_			
	DAY	OF_			, 2020	

PUD REQUIREMENTS

THE INTENT OF THE PROPOSED PUD IS TO START WITH THE EXISTING R-4 (RESIDENTIAL HIGH DENSITY) ZONING AND MAKE MODIFICATIONS THAT ARE SPECIFIC TO THIS PROJECT

AND MAKE MODIFICATIONS THAT ARE SPECIFIC		
	EXISTING R-4 ZONING	PROPOSED REVISIONS IN PUE
MINIMUM LOT SIZE	2 ACRES	
MAXIMUM DENSITY	35 DWELLING UNITS PER ACRE	
MINIMUM LOT WIDTH	200 FEET	
PRINCIPAL STRUCTURE FRONT SETBACK	25 FEET	
PRINCIPAL STRUCTURE SIDE CORNER SETBACK	25 FEET	
PRINCIPAL STRUCTURE SIDE SETBACK	25 FEET	
PRINCIPAL STRUCTURE REAR SETBACK	20 FEET	
PRINCIPAL STRUCTURE ROW SETBACK	STATE HWY 50 FEET	N/A
PRINCIPAL STRUCTURE ROW SETBACK	LOCAL OR COLLECTOR 25 FEET	
SETBACK FROM SECTION LINES	100 FEET	
SETBACK FROM ZONE DISTRICT BOUNDARY	N/A	
ACCESSORY STRUCTURE FRONT SETBACK	50 FEET	
ACCESSORY STRUCTURE SIDE CORNER SETBACK	50 FEET	N/A
ACCESSORY STRUCTURE SIDE SETBACK	5 FEET	
ACCESSORY STRUCTURE REAR SETBACK	5 FEET	
ACCESSORY STRUCTURE ROW SETBACK	STATE HWY 50 FEET	N/A
ACCESSORY STRUCTURE ROW SETBACK	LOCAL OR COLLECTOR 50 FEET	
MAXIMUM HEIGHT – DWELLING	70 FEET	60 FEET
MAXIMUM HEIGHT – ACCESSORY STRUCTURE	16 FEET	
MAXIMUM ACCESSORY BUILDING COVERAGE	80 SF PER DWELLING UNIT	
MINIMUM FLOOR AREA – EFFICIENCY UNIT	450 SF	
MINIMUM FLOOR AREA – 1-BEDROOM	600 SF	
MINIMUM FLOOR AREA – 2–BEDROOM	750 SF	
MINIMUM FLOOR AREA – 3–BEDROOM	900 SF	
MINIMUM FLOOR AREA – 4-BEDROOM	1,000 SF	

SITE COVERAGE STANDARDS FOR MULTI-FAMILY (4-07-02-04-02): OVERALL SIZE OF SITE: 205,239 SF OR 4.71 ACRES

	REQUIREMENT	PROVIDED
PRINCIPAL AND ACCESSORY STRUCTURES	MAXIMUM 40%	38,437 SF OR 18.7%
PAVED AREA (INCLUDING DRIVEWAYS)	MAXIMUM 30%	99,490 SF OR 48.5%
LANDSCAPED AREA	MINIMUM 30%	67,312 SF OR 32.8%
TOTAL:		100.0%
OPEN SPACE (COMMON AND/OR PUBLIC)	MINIMUM 30%	89,384 SF OR 43.5%

NOTE: SEE SHEET L-01 FOR BREAKDOWN AND PRIORITIZATION OF OPEN SPACE



A0.00

SUR-1

A1.00

A1.01

A1.13

A3.01

A3.02

A3.03

A3.04

A3.05

A3.06

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L-01

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L-07

A0.01

DATE

DATE

DATE

FILED FOR RECORD IN MY OFFICE AT , 2020

AN			ERBERGH, AIA
	1738 BERKELEY STREET SANTA MONICA, CA 90404 TEL 310.394.0273 FAX 310.394.2424	SUITE 800, 1875 LAWRENCE STREET DENVER, CO 80202 TEL 303.675.0041 FAX 303.675.0052	SUITE 595, 100 WEST SAN FERNANDO ST SAN JOSE, CA 95113 TEL 408.537.0532 FAX 408.537.0535 VAN TILBURG, BANVARD & SODERBERGH, AIA A R C H I T E C T U R E ~ P L A N N I N G ~ U R B A N D E S I G N
DRAWING INDEX	7401 BROADWAY	DENVER, CO	MAIKER HOUSING PARTNERS 3033 W. 71ST AVENUE, SUITE 1000 WESTMINSTER, CO 80030
ARCHITECTURAL COVER SHEET SITE TABULATIONS EXISTING SITE SURVEY ARCHITECTURAL SITE PLAN ENLARGED SITE PLAN SITE DETAILS ELEVATIONS BUILDING 1 ELEVATIONS BUILDING 1 ELEVATIONS BUILDING 2A ELEVATIONS BUILDING 2B ELEVATIONS BUILDING 2D COMPOSITE ELEVATIONS COMPOSITE ELEVATIONS LANDSCAPE LANDSCAPE NOTES & PLANT LIST LANDSCAPE PLAN			
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CAMPO ST BOWIE CT BOWIE CT BOW	VTBS PROJEC DRAWN:		CHECKED:
US 36 PROJECT SITE SCALE: $1" = 200'-0"$ $\frac{1}{00'}$ $\frac{1}{200'}$ $\frac{1}{400'}$ $\frac{1}{800'}$	COVER		00

	TOTAL	PARKI	NG F	Equir
UNIT TYPE				
TOTAL 1-BEDROOM UNITS				
TOTAL 2-BEDROOM UNITS				
TOTAL 3-BEDROOM UNITS				
GUEST PARKING				
TOTAL REQUIRED PARKING				
TOTAL REQUIRED BICYCLE PARKING				
	TOTAL	PARKI	NG F	ROVID
	-			
	11	ΈE		
STANDARD SPACES				
ACCESSIBLE SPACES				
VAN ACCESSIBLE SPACES				
TOTAL PARKING PROVIDED				
OUTDOOR BICYCLE PARKING PROVID				
INDOOR BICYCLE PARKING PROVIDED				
TOTAL BICYCLE PARKING PROVIDED				
	SU	MMARY	OF	USES
PRINCIPAL USES				
MULTI-FAMILY HOUSING	ARE/	A SF		
BUILDING 1	2	28,498	BUIL	DING
BUILDING 2 (A, B, C & D)	5	58,204		C
				S
			BUIL	DING :
	1			

TOTAL

DENVER, CO

SITE TABULATIONS

IRE	ס		
	QTY	RATE PER UNIT	TOTAL SPACES
	64	1	64
	36	1.5	54
	16	2	32
	116	0.25	29
			179
			9
Videi			TOTAL SPACES
			175
			4
			2
			181
			24
			16
			4 0

BUFFERYARD CALCULATIONS						
PROPERTY LINE	PROPERTY LINE LF	RATE PER 80 LF	REQUIRED	PROVIDED		
IORTH*	760					
TREES		1	10	17		
SHRUBS		5	48	61		
SOUTH	760					
TREES		1	10	18		
SHRUBS		5	48	54		
VEST	288					
TREES		1	4	7		
SHRUBS		5	18	19		

* MEASURED TO 10 FEET WEST OF ENCLOSED PARK. AREA WEST OF ENCLOSED PARK TO REMAIN AS IS.

NOTE:

		unit sumi	MARY					
BUILDING 1								
UNIT TYPE	BEDROOMS	NET AREA	QTY	TOTAL SF NET	GROSS AREA	Т		
UNIT A1	1	622	8	4,976	682			
UNIT A1A	1	622	15	9,330	705			
UNIT A2	1	669	3	2,007	753			
UNIT A3	1	603	6	3,618	668			
UNIT A4	1	592	6	3,552	653			
UNIT A5	1	698	2	1,396	761			
UNIT B1	2	923	3	2,769	1,024			
UNIT B2	2	850	1	850	967			
SUB TOTAL:			44	28,498				
TOTAL 1-BEDROOM	40							
TOTAL 2-BEDROOM	4							

UNIT TYPE	BEDROOMS	NET AREA	QTY	TOTAL SF NET	GROSS AREA
UNIT C1	1	671	4	2,684	719
UNIT C1A	1	677	8	5,416	726
UNIT C2	1	646	12	7,752	697
UNIT D1	2	823	4	3,292	882
UNIT D1A	2	849	6	5,094	910
UNIT D1B	2	872	2	1,744	945
UNIT D2	2	752	4	3,008	821
UNIT D2A	2	766	8	6,128	841
UNIT D3	2	868	4	3,472	947
UNIT D4	2	901	2	1,802	977
UNIT D4A	2	884	2	1,768	960
UNIT E1	3	1,006	8	8,048	1,084
UNIT E2	3	1,000	2	2,000	1,074
UNIT E2A	3	990	2	1,980	1,062
UNIT E2B	3	996	2	1,992	1,069
UNIT E2C	3	1,012	2	2,024	1,086
SUB TOTAL:			72	58,204	
TOTAL 1-BEDROOM	24				
TOTAL 2-BEDROOM	32	NET AREA ME GROSS AREA	ASURED TO	INSIDE OF W	ALL FINISH; E OF PARTY
TOTAL 3-BEDROOM	16	OUTSIDE OF E			

GRAND	TOTAL

64	
36	
16	
	36

S	
ACCESSORY USES	
	AREA SF
G 1	
COMMUNITY AMENITY SPACE	3,130
LEASING OFFICE	623
MECHANICAL/ELECTRICAL/ STORAGE/LAUNDRY	3,090
STAIRS, ELEVATORS, HALLS	7,881
G 2 (A, B, C & D)	
MECHANICAL/ELECTRICAL/	166
STAIRS, HALLS	6,030
	14,724

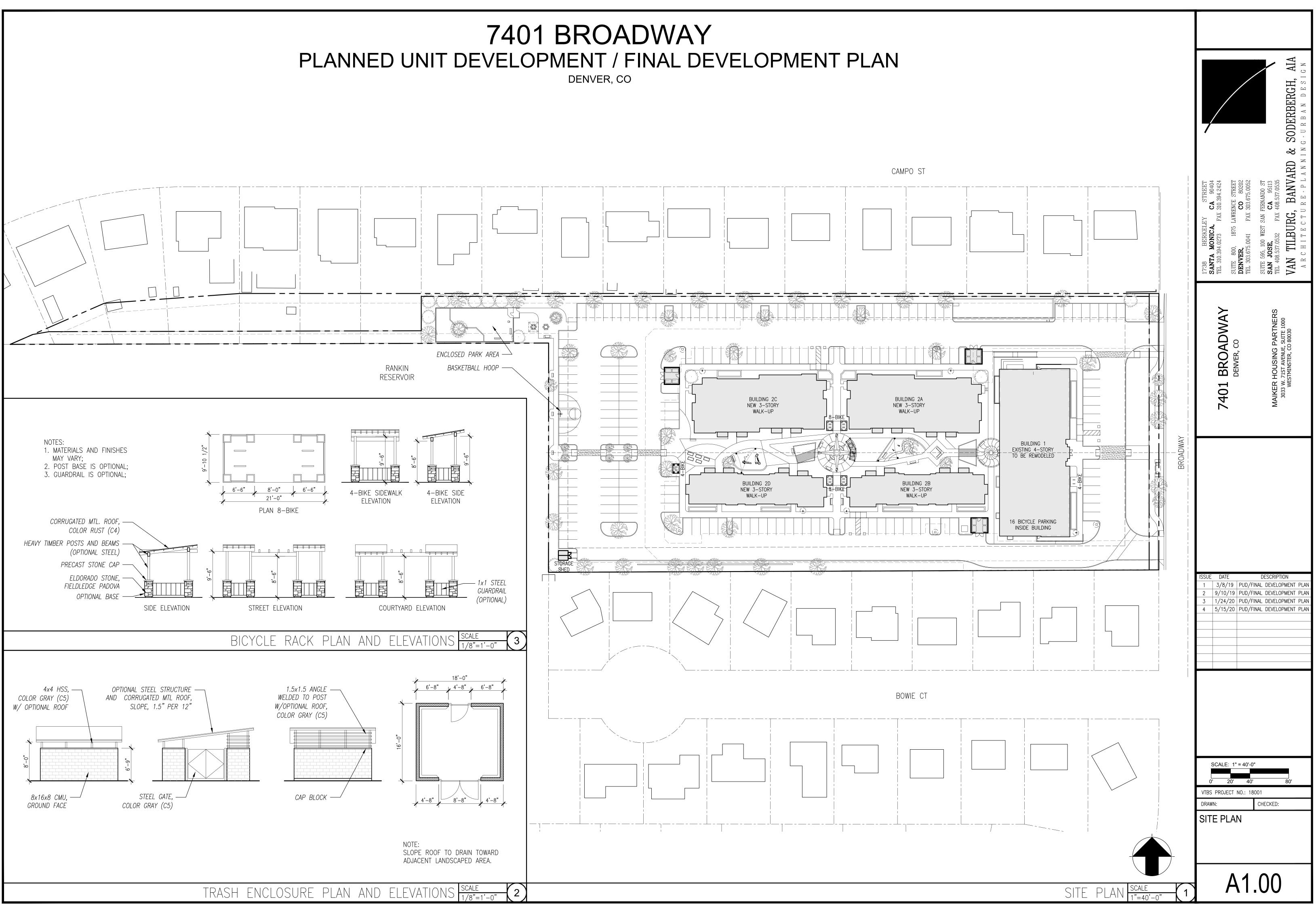
86,702 TOTAL

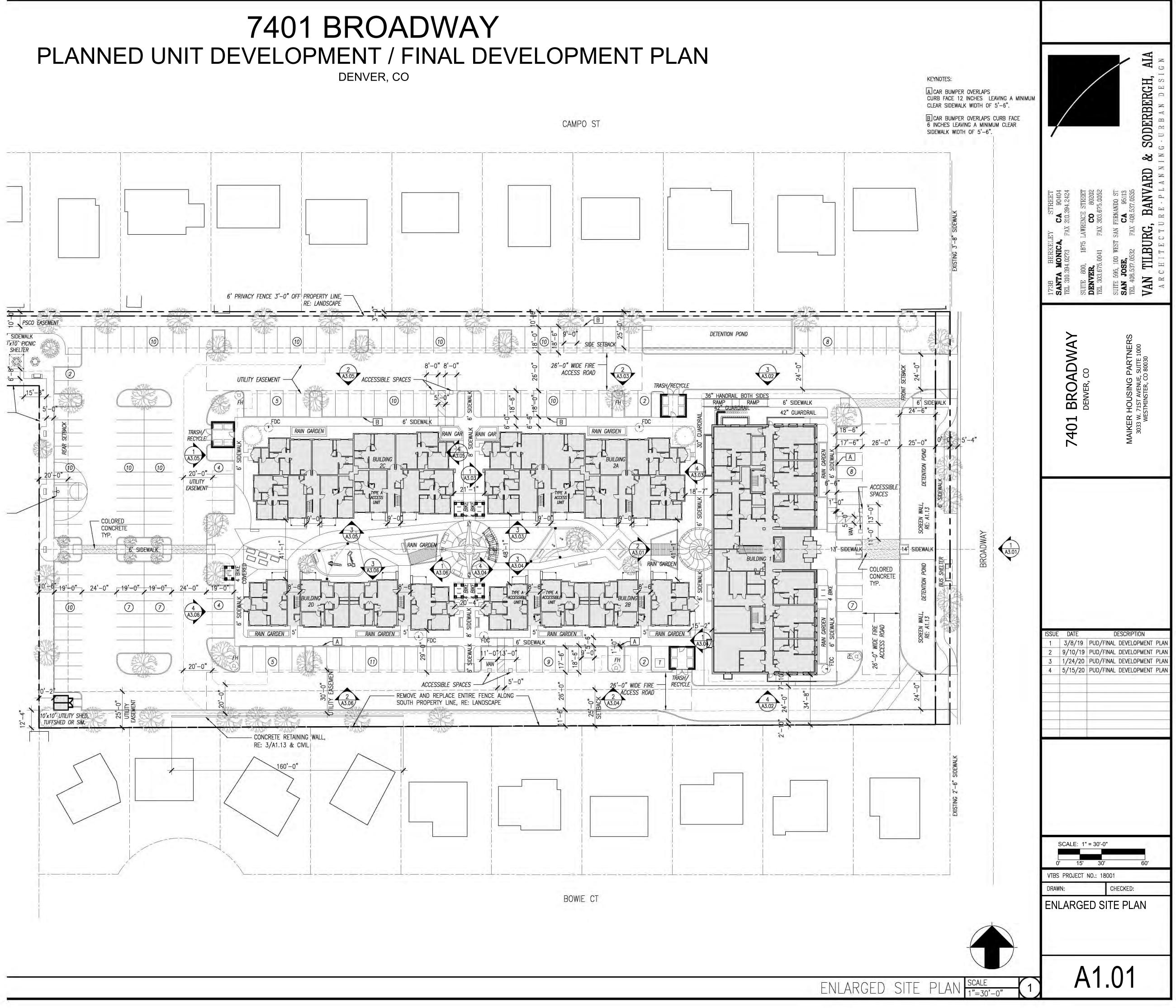
116 86,702

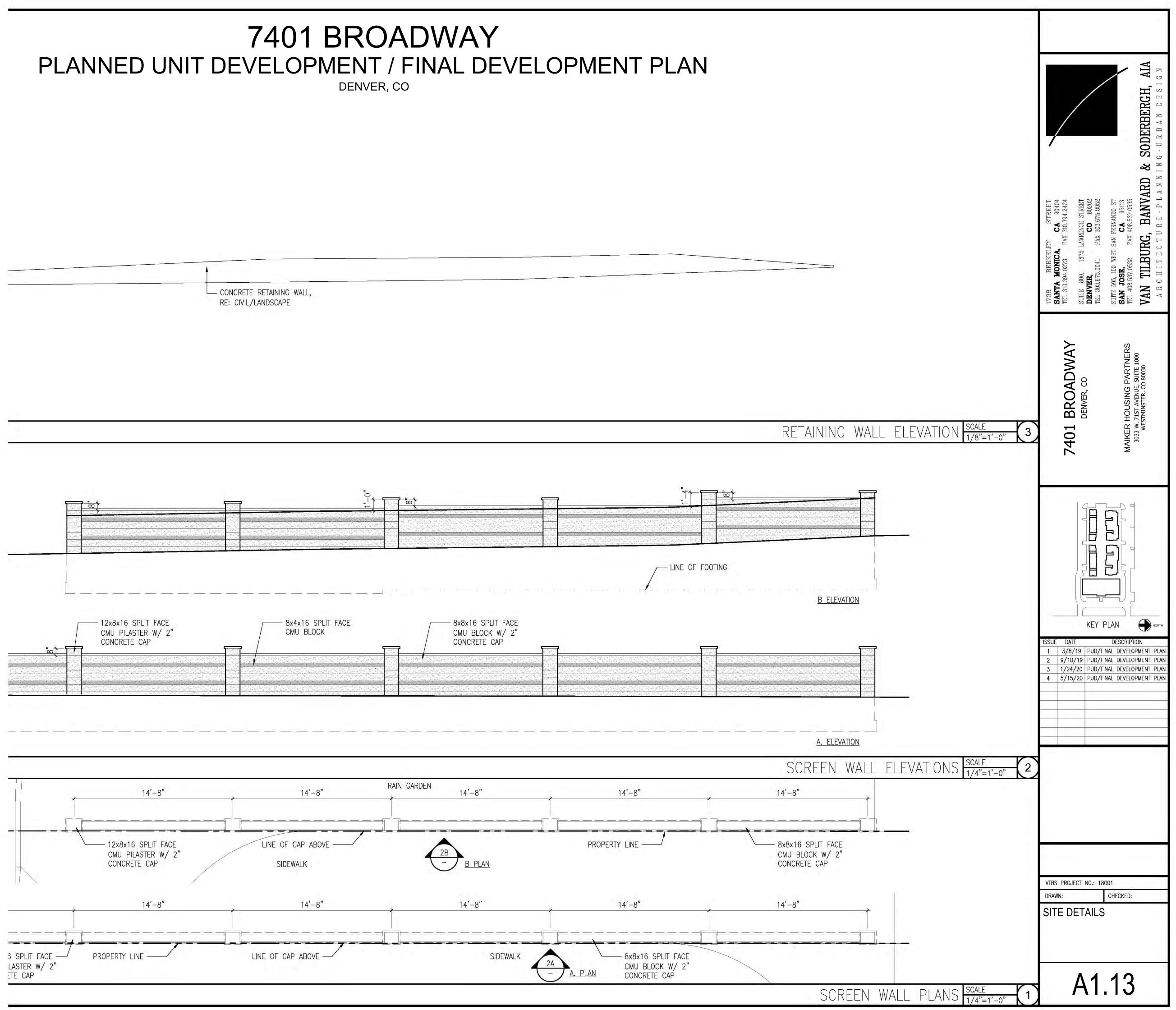


DENVER, CO



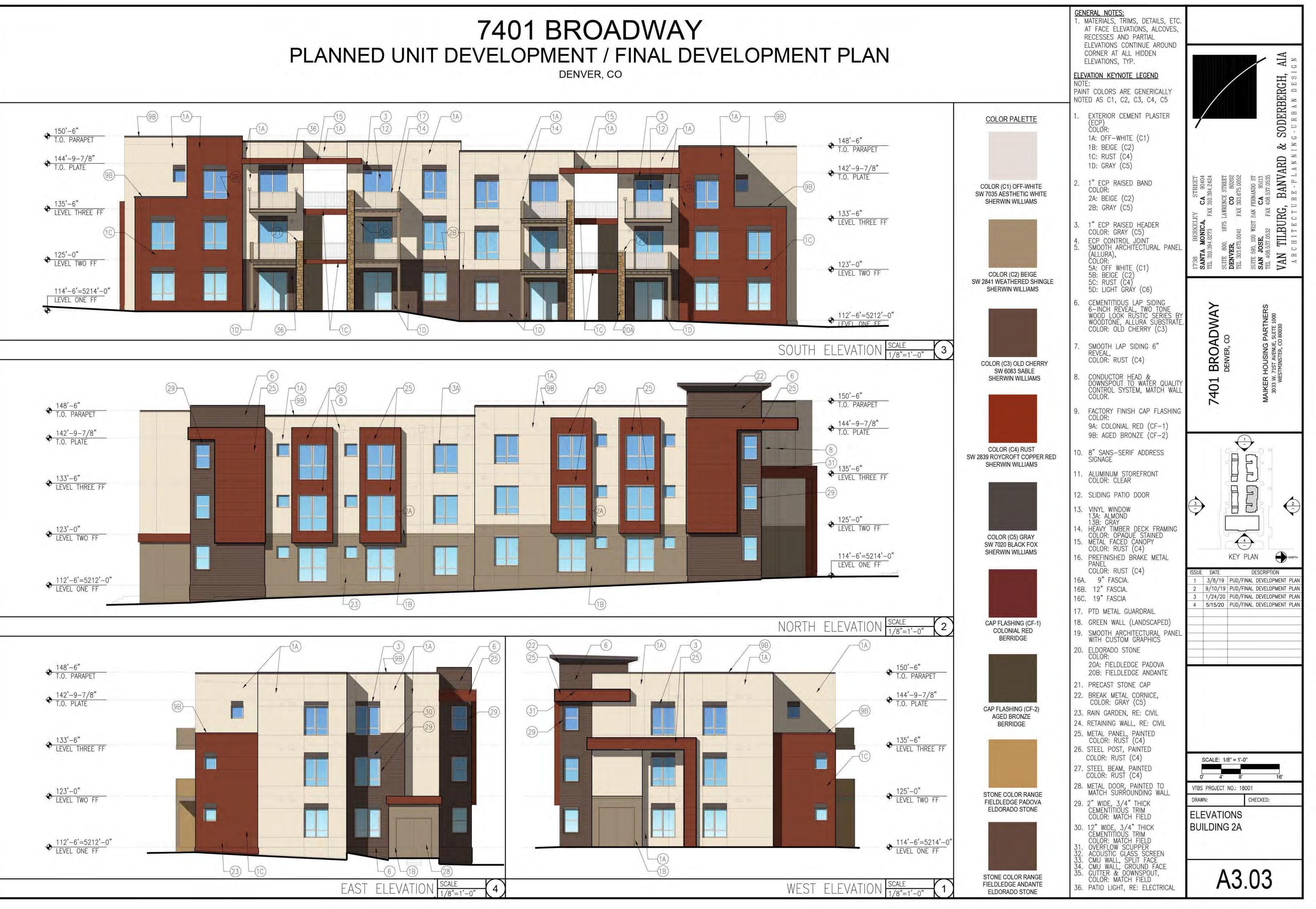














		GENERAL NOTES: 1. MATERIALS, TRIMS, DETAILS, ETC. AT FACE ELEVATIONS, ALCOVES, RECESSES AND PARTIAL ELEVATIONS CONTINUE AROUND CORNER AT ALL HIDDEN	
		ELEVATIONS, TYP. ELEVATION KEYNOTE LEGEND NOTE: PAINT COLORS ARE GENERICALLY NOTED AS C1, C2, C3, C4, C5	SODERBERGH, AI
149'-6" T.O. PARAPET 144'-9-7/8" T.O. PLATE	COLOR PALETTE	 EXTERIOR CEMENT PLASTER (ECP) COLOR: 1A: OFF-WHITE (C1) 1B: BEIGE (C2) 1C: RUST (C4) 1D: GRAY (C5) 	ARD &
135'-6" LEVEL THREE FF	COLOR (C1) OFF-WHITE SW 7035 AESTHETIC WHITE SHERWIN WILLIAMS	 2. 1" ECP RAISED BAND COLOR: 2A: BEIGE (C2) 2B: GRAY (C5) 	LEY STREET CA 90404 FAX 310.394.2424 BAWARDWAF STREET CO 80202 FAX 303.675.0052 FAX 303.675.0052 FAX 408.537.0535 FAX 408.537.0535 TAX 408.537.0535 CA 95113 FAX 408.537.0535 CA 95113 CA 95113 CA 95113 FAX 408.537.0535 CA 95113 FAX 408.537.0535 CA 95113 FAX 408.537.0535 CA 95113 FAX 408.537.0535 FAX 408.537 FAX 408.537.0535 FAX 408.537 FAX 408.577 FAX 408.577 FAX 400.5777 FAX 400.57777 FAX 400.577777777777777777777777777
125'-0" LEVEL TWO FF		 1" ECP RAISED HEADER COLOR: GRAY (C5) ECP CONTROL JOINT SMOOTH ARCHITECTURAL PANEL (ALLURA), COLOR: 5A: OFF WHITE (C1) 5B: BEIGE (C2) 5C: RUST (C4) 	1738 BERKELEY SANTA MONICA, TEL 310.394.0273 FI SUITE 8960, 1676 BR DENVER, TEL 303.675.0041 FI SUITE 595, 100 WEST SA SAN JOSE, TEL 408.537.0532 FI VAN TILBUR(VAN TILBUR(
114'-6'=5214'-0" LEVEL ONE FF	COLOR (C2) BEIGE SW 2841 WEATHERED SHINGLE SHERWIN WILLIAMS	 5B: BEIGE (C2) 5C: RUST (C4) 5D: LIGHT GRAY (C6) 6. CEMENTITIOUS LAP SIDING 6-INCH REVEAL, TWO TONE WOOD LOOK RUSTIC SERIES BY WOODTONE, ALLURA SUBSTRATE. COLOR: OLD CHERRY (C3) 	
SCALE /8"=1'-0" 3	COLOR (C3) OLD CHERRY SW 6083 SABLE SHERWIN WILLIAMS	7. SMOOTH LAP SIDING 6" REVEAL, COLOR: RUST (C4)	ANA READAL RENDE PANA AVENUE, SL
147'-6" T.O. PARAPET		 DOWNSPOUT TO WATER QUALITY CONTROL SYSTEM, MATCH WALL COLOR. 9. FACTORY FINISH CAP FLASHING COLOR: 9A: COLONIAL RED (CF-1) 	740144BE DENDER MAIKER HOU 3033 W. 71ST J WESTMIN
<u>142'-9-7/8"</u> T.O. PLATE	COLOR (C4) RUST SW 2839 ROYCROFT COPPER RED SHERWIN WILLIAMS	 9B: AGED BRONZE (CF-2) 10. 8" SANS-SERIF ADDRESS SIGNAGE 11. ALUMINUM STOREFRONT COLOR: CLEAR 	
133'-6" LEVEL THREE FF		 12. SLIDING PATIO DOOR 13. VINYL WINDOW 13A: ALMOND 13B: GRAY 14. HEAVY TIMBER DECK FRAMING 	
123'-0" LEVEL TWO FF	COLOR (C5) GRAY SW 7020 BLACK FOX SHERWIN WILLIAMS	COLOR: OPAQUE STAINED 15. METAL FACED CANOPY COLOR: RUST (C4) 16. PREFINISHED BRAKE METAL PANEL COLOR: RUST (C4)	KEY PLAN
$\frac{112'-6'=5212'-0''}{\text{LEVEL ONE FF}}$	CAP FLASHING (CF-1)	 16A. 9" FASCIA. 16B. 12" FASCIA. 16C. 19" FASCIA 17. PTD METAL GUARDRAIL 18. GREEN WALL (LANDSCAPED) 	13/8/19PUD/FINAL DEVELOPMENT PLAN29/10/19PUD/FINAL DEVELOPMENT PLAN31/24/20PUD/FINAL DEVELOPMENT PLAN45/15/20PUD/FINAL DEVELOPMENT PLAN
/8 =1 -0	COLONIAL RED BERRIDGE	 SMOOTH ARCHITECTURAL PANEL WITH CUSTOM GRAPHICS ELDORADO STONE COLOR: 20A: FIELDLEDGE PADOVA 20B: FIELDLEDGE ANDANTE 	
147'-6" T.O. PARAPET 142'-9-7/8" T.O. PLATE	CAP FLASHING (CF-2) AGED BRONZE BERRIDGE	 PRECAST STONE CAP BREAK METAL CORNICE, COLOR: GRAY (C5) RAIN GARDEN, RE: CIVIL RETAINING WALL, RE: CIVIL 	
133'-6" LEVEL THREE FF		 METAL PANEL, PAINTED COLOR: RUST (C4) STEEL POST, PAINTED COLOR: RUST (C4) STEEL BEAM, PAINTED COLOR: RUST (C4) 	SCALE: 1/8" = 1'-0"
123'-0" LEVEL TWO FF	STONE COLOR RANGE FIELDLEDGE PADOVA ELDORADO STONE	 28. METAL DOOR, PAINTED TO MATCH SURROUNDING WALL 29. 2" WIDE, 3/4" THICK CEMENTITIOUS TRIM COLOR: MATCH FIELD 	0' 4' 8' 16' VTBS PROJECT NO.: 18001 DRAWN: CHECKED: ELEVATIONS
<u>112'-6'=5212'-</u> 0" LEVEL ONE FF		 30. 12" WIDE, 3/4" THICK CEMENTITIOUS TRIM COLOR: MATCH FIELD 31. OVERFLOW SCUPPER 32. ACOUSTIC GLASS SCREEN 33. CMU WALL, SPLIT FACE 34. CMU WALL, GROUND FACE 35. GUTTER & DOWNSPOUT, COLOR: MATCH FIELD 	BUILDING 2B
CALE 1 /8"=1'-0"	STONE COLOR RANGE FIELDLEDGE ANDANTE ELDORADO STONE	35. GUTTER & DOWNSPOUT, COLOR: MATCH FIELD36. PATIO LIGHT, RE: ELECTRICAL	A3.04



		<u>GENERAL NOTES:</u> 1. MATERIALS, TRIMS, DETAILS, ETC.	
		AT FACE ELEVATIONS, ALCOVES, RECESSES AND PARTIAL ELEVATIONS CONTINUE AROUND CORNER AT ALL HIDDEN ELEVATIONS, TYP.	AIA G N
		ELEVATION KEYNOTE LEGEND NOTE: PAINT COLORS ARE GENERICALLY NOTED AS C1, C2, C3, C4, C5	
ET	COLOR PALETTE	 EXTERIOR CEMENT PLASTER (ECP) COLOR: 1A: OFF-WHITE (C1) 1B: BEIGE (C2) 	& SODER ING-URB
3"	COLOR (C1) OFF-WHITE SW 7035 AESTHETIC WHITE	1C: RUST (C4) 1D: GRAY (C5) 2. 1" ECP RAISED BAND COLOR: 2A: BEIGE (C2)	 LEY STREET FAX 310.394.2424 LAWRENCE STREET LAWRENCE STREET CO 80202 FAX 303.675.0052 FAX 303.675.0052 FAX 408.537.0535 FAX 408.537.0535 FAX 408.537.0535 C T U R E • P L A N N
E FF	SHERWIN WILLIAMS	2B: GRAY (C5) 3. 1" ECP RAISED HEADER COLOR: GRAY (C5)	ELEY A, C, FAX 310 75 LAWRENG C, FAX 30: FAX 30: FAX 40: FAX 40: C, C, C, C, C, C, C, C, C, C, C, C, FAX 30: FAX 31: FAX 30: FAX 30: FAX 30: FAX 4: FAX 4: FAX 30: FAX 30: FAX 4: FAX 4: FAX 4: FAX 30: FAX 4: FAX 4
F	COLOR (C2) BEIGE SW 2841 WEATHERED SHINGLE	 4. ECP CONTROL JOINT 5. SMOOTH ARCHITECTURAL PANEL (ALLURA), COLOR: 5A: OFF WHITE (C1) 5B: BEIGE (C2) 5C: RUST (C4) 	1738 BERKEI SANTA MONICA TEL 310.394.0273 TEL 310.394.0273 SUITE 800, 1875 DENVER , TEL 303.675.0041 TEL 303.675.0041 TEL 408.537.0532 VAN TILBU A R C H I T E
<u>7'-0"</u> F	SHERWIN WILLIAMS	 5D: LIGHT GRÁY (C6) 6. CEMENTITIOUS LAP SIDING 6-INCH REVEAL, TWO TONE WOOD LOOK RUSTIC SERIES BY WOODTONE, ALLURA SUBSTRATE. COLOR: OLD CHERRY (C3) 	NVAY RTNERS 030
ALE 3"=1'-0" 3	COLOR (C3) OLD CHERRY SW 6083 SABLE	7. SMOOTH LAP SIDING 6" REVEAL, COLOR: RUST (C4)	BROAL DENVER, CO HOUSING PA 71ST AVENUE, SU STMINSTER, CO 8
	SHERWIN WILLIAMS	 CONDUCTOR HEAD & DOWNSPOUT TO WATER QUALITY CONTROL SYSTEM, MATCH WALL COLOR. FACTORY FINISH CAP FLASHING COLOR: 	7401 MAIKER 3033 W
	COLOR (C4) RUST SW 2839 ROYCROFT COPPER RED	9A: COLONIAL RED (CF-1) 9B: AGED BRONZE (CF-2) 10. 8" SANS-SERIF ADDRESS SIGNAGE	
FF	SHERWIN WILLIAMS	 ALUMINUM STOREFRONT COLOR: CLEAR SLIDING PATIO DOOR 	
F	COLOR (C5) GRAY SW 7020 BLACK FOX SHERWIN WILLIAMS	 VINYL WINDOW ALMOND ALMOND BE: GRAY HEAVY TIMBER DECK FRAMING COLOR: OPAQUE STAINED	
<u>9'-0</u> " F		PANEL COLOR: RUST (C4) 16A. 9" FASCIA. 16B. 12" FASCIA. 16C. 19" FASCIA	ISSUEDATEDESCRIPTION13/8/19PUD/FINAL DEVELOPMENT PLAN29/10/19PUD/FINAL DEVELOPMENT PLAN31/24/20PUD/FINAL DEVELOPMENT PLAN
LE 2	CAP FLASHING (CF-1) COLONIAL RED BERRIDGE	 PTD METAL GUARDRAIL GREEN WALL (LANDSCAPED) SMOOTH ARCHITECTURAL PANEL WITH CUSTOM GRAPHICS 	4 5/15/20 PUD/FINAL DEVELOPMENT PLAN
155'-6" T.O. PARAPET		 20. ELDORADO STONE COLOR: 20A: FIELDLEDGE PADOVA 20B: FIELDLEDGE ANDANTE 21. PRECAST STONE CAP 	
149'-9-7/8" T.O. PLATE	CAP FLASHING (CF-2) AGED BRONZE BERRIDGE	 BREAK METAL CORNICE, COLOR: GRAY (C5) RAIN GARDEN, RE: CIVIL RETAINING WALL, RE: CIVIL METAL PANEL, PAINTED 	
140'-6" LEVEL THREE FF		COLOR: RUST (C4) 26. STEEL POST, PAINTED COLOR: RUST (C4) 27. STEEL BEAM, PAINTED COLOR: RUST (C4)	SCALE: 1/8" = 1'-0" 0' 4' 8' 16'
130'-0" LEVEL TWO FF	STONE COLOR RANGE FIELDLEDGE PADOVA ELDORADO STONE	 28. METAL DOOR, PAINTED TO MATCH SURROUNDING WALL 29. 2" WIDE, 3/4" THICK CEMENTITIOUS TRIM COLOR: MATCH FIELD 	VTBS PROJECT NO.: 18001 DRAWN: CHECKED: ELEVATIONS
<u>119'-6'=5219'-</u> 0" LEVEL ONE FF		 30. 12" WIDE, 3/4" THICK CEMENTITIOUS TRIM COLOR: MATCH FIELD 31. OVERFLOW SCUPPER 32. ACOUSTIC GLASS SCREEN 33. CMU WALL, SPLIT FACE 34. CMU WALL, GROUND FACE 	BUILDING 2C
CALE 1/8"=1'-0"	STONE COLOR RANGE FIELDLEDGE ANDANTE ELDORADO STONE	 34. CMU WALL, GROUND FACE 35. GUTTER & DOWNSPOUT, COLOR: MATCH FIELD 36. PATIO LIGHT, RE: ELECTRICAL 	A3.05



		GENERAL NOTES:1. MATERIALS, TRIMS, DETAILS, ETC. AT FACE ELEVATIONS, ALCOVES, RECESSES AND PARTIAL ELEVATIONS CONTINUE AROUND CORNER AT ALL HIDDEN ELEVATIONS, TYP.ELEVATION KEYNOTE LEGEND NOTE: PAINT COLORS ARE GENERICALLY NOTED AS C1, C2, C3, C4, C5		BERGH, AIA N DESIGN
–6" PARAPET –9–7/8" PLATE	COLOR PALETTE	 EXTERIOR CEMENT PLASTER (ECP) COLOR: 1A: OFF-WHITE (C1) 1B: BEIGE (C2) 1C: RUST (C4) 1D: GRAY (C5) 		ARD & SODERBERGH ANNING-URBANDES
<u>-6"</u> L THREE FF	COLOR (C1) OFF-WHITE SW 7035 AESTHETIC WHITE SHERWIN WILLIAMS	 2. 1" ECP RAISED BAND COLOR: 2A: BEIGE (C2) 2B: GRAY (C5) 3. 1" ECP RAISED HEADER 	 FRKELEY STREET NICA, CA 90404 FAX 310.394.2424 1875 LAWRENCE STREET 041 FAX 303.675.0052 	ST SAN FERNANDO ST CA 95113 FAX 408.537.0535 URG, BANVARD E C T U R E ~ P L A N
-0" L TWO FF	COLOR (C2) BEIGE SW 2841 WEATHERED SHINGLE	 J. T ECF NAISED HEADEN COLOR: GRAY (C5) 4. ECP CONTROL JOINT 5. SMOOTH ARCHITECTURAL PANEL (ALLURA), COLOR: 5A: OFF WHITE (C1) 5B: BEIGE (C2) 5C: RUST (C4) 	17'38 BERKELEY SANTA MONICA, TEL 310.394.0273 F1 SUITE 800, 1875 LA DENVER, TEL 303.675.0041 F1	SUITE 595, 100 WEST SAN JOSE, TEL 408.537.0532 VAN TILBU A R C H I T E (
-6'=5219'-0" L ONE FF	SHERWIN WILLIAMS	 5C: RUST (C4) 5D: LIGHT GRAY (C6) 6. CEMENTITIOUS LAP SIDING 6-INCH REVEAL, TWO TONE WOOD LOOK RUSTIC SERIES BY WOODTONE, ALLURA SUBSTRATE. COLOR: OLD CHERRY (C3) 	DWAY	ARTNERS UITE 1000 30030
CALE 3	COLOR (C3) OLD CHERRY SW 6083 SABLE SHERWIN WILLIAMS	 SMOOTH LAP SIDING 6" REVEAL, COLOR: RUST (C4) CONDUCTOR HEAD & DOWNSPOUT TO WATER QUALITY CONTROL SYSTEM, MATCH WALL COLOR. 	7401 BROADWAY DENVER, CO	MAIKER HOUSING PARTNERS 3033 W. 71ST AVENUE, SUITE 1000 WESTMINSTER, CO 80030
–6" PARAPET –9–7/8" PLATE	COLOR (C4) RUST	 9. FACTORY FINISH CAP FLASHING COLOR: 9A: COLONIAL RED (CF-1) 9B: AGED BRONZE (CF-2) 		N N
-6" L THREE FF	SW 2839 ROYCROFT COPPER RED SHERWIN WILLIAMS	 10. 8" SANS-SERIF ADDRESS SIGNAGE 11. ALUMINUM STOREFRONT COLOR: CLEAR 12. SLIDING PATIO DOOR 13. VINYL WINDOW 		
-0" _ TWO FF	COLOR (C5) GRAY SW 7020 BLACK FOX SHERWIN WILLIAMS	 13A: ALMOND 13B: GRAY 14. HEAVY TIMBER DECK FRAMING COLOR: OPAQUE STAINED 15. METAL FACED CANOPY COLOR: RUST (C4) 16. PREFINISHED BRAKE METAL PANEL COLOR: RUST (C4) 	KEY F	
-6'=5217'-0" ONE FF CALE	CAP FLASHING (CF-1)	16A. 9" FASCIA. 16B. 12" FASCIA. 16C. 19" FASCIA 17. PTD METAL GUARDRAIL 18. GREEN WALL (LANDSCAPED)	1 3/8/19 PUD/FI 2 9/10/19 PUD/FI 3 1/24/20 PUD/FI	DESCRIPTION NAL DEVELOPMENT PLAN NAL DEVELOPMENT PLAN NAL DEVELOPMENT PLAN NAL DEVELOPMENT PLAN
/8"=1'-0"	COLONIAL RED BERRIDGE	 SMOOTH ARCHITECTURAL PANEL WITH CUSTOM GRAPHICS ELDORADO STONE COLOR: 20A: FIELDLEDGE PADOVA 20B: FIELDLEDGE ANDANTE 		
–6" PARAPET –9–7/8" PLATE	CAP FLASHING (CF-2) AGED BRONZE BERRIDGE	 PRECAST STONE CAP BREAK METAL CORNICE, COLOR: GRAY (C5) RAIN GARDEN, RE: CIVIL RETAINING WALL, RE: CIVIL METAL PANEL, PAINTED 		
-6" L THREE FF		 METAL PANEL, PAINTED COLOR: RUST (C4) STEEL POST, PAINTED COLOR: RUST (C4) STEEL BEAM, PAINTED COLOR: RUST (C4) METAL DOOR, PAINTED TO 	SCALE: 1/8" = 1'-0 0' 4' 8' VTBS PROJECT NO.: 180	16'
-0" L TWO FF	STONE COLOR RANGE FIELDLEDGE PADOVA ELDORADO STONE	MATCH SURROUNDING WALL 29. 2" WIDE, 3/4" THICK CEMENTITIOUS TRIM COLOR: MATCH FIELD 30. 12" WIDE, 3/4" THICK CEMENTITIOUS TRIM COLOR: MATCH FIELD	DRAWN: ELEVATIONS BUILDING 2D	CHECKED:
-6'=5217'-0" L ONE FF CALE /8"=1'-0"	STONE COLOR RANGE FIELDLEDGE ANDANTE ELDORADO STONE	 OVERFLOW SCUPPER ACOUSTIC GLASS SCREEN CMU WALL, SPLIT FACE CMU WALL, GROUND FACE GUTTER & DOWNSPOUT, COLOR: MATCH FIELD PATIO LIGHT, RE: ELECTRICAL 	A3.	.06





LANDSCAPE PLANT LIST

	DECIDUC	DUS SHADE TREES									
•	SYMBOL	COMMON NAME	BOT ANICAL NAME	MAT URE HEIGHT	MATURE SPREAD	WATER USE	SUN/SHADE	SIZE AND CONDITION	G		
	WEH	Western Hackberry	Celtis occidentalis	50-60'	40-50'	Low	Sun	2" Cal., B&B			
	PSG	Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	35-40'	12-15'	Medium	Sun	2" Cal., B&B			
	SKL	Skyline Honeylocust	Gleditsia triacanthos inermis 'Skyline'	40'	30'	Low	Sun	2" Cal., B&B	11		
	KYC	Kentucky Coffeetree	Gymnocladus dioicus	50-60'	40-50'	Low	Sun	2" Cal., B&B			
	UPO	Urban Pinnacle Oak	Quercus macrocarpa 'JFS-KW3' PP 22815	55'	25'	Low	Sun	2" Cal., B&B			
	CLL	Corinthian Little Leaf Linden	Tilia Cordata 'Corzam'	45'	15'	Medium	Sun	2" Cal., B&B			
	ORNAME	ENTAL TREES									
	SYMBOL	COMMON NAME	BOTANICAL NAME	MAT URE HEIGHT	MATURE SPREAD	WAT ER USE	SUN/SHADE	SIZE AND CONDITION	G		
	TAT	Hot Wings Tatarian Maple	Acer tataricum 'GarAnn'	20-25'	15-20'	Low	Adaptable	1-1/2" Cal., B&B			
	PSH	Prairie Sentinel Hackberry	Celtis occidentalis 'JFS KSU1'	45'	12'	Low	Sun / Part Shade	1-1/2" Cal., B&B			
	JTL	Japanese Tree Lilac	Syringa reticulata	15-25'	15-20'	Low	Sun / Part Shade	1-1/2" Cal., B&B			
	EVERGR	EEN TREES									
			and Arabi and	MATURE	MATURE	WATER		SIZE AND			
	SYMBOL	COMMON NAME	BOT ANICAL NAME	HEIGHT		USE	SUN/SHADE	CONDITION	0		
	RMJ	Rocky Mountain Juniper	Juniperus scopulorum	20-30'	8-12'	Very Low	Sun	5 Gallon Cont			
	FNS	Fastigate Norway Spruce	Picea abies 'Cupressina'	15-20'	4-6'	Medium	Sun	6' ht, B&B			
	HIS	Hoopsii Spruce	Picea pungens 'Hoopsii'	25'	12'	Medium	Adaptable	6' ht, B&B	1		
	VPP	Vanderwolfs Pyramid Pine	Pinus flexilis 'Vanderwolf's Pyramid'	30-50'	15-30'	Low	Sun / Part Shade	6' ht, B&B			
	DECIDUOUS SHRUBS										
	SYMBOL	COMMON NAME	BOT ANICAL NAME		MATURE		SUN/SHADE	SIZE AND	(
				1.000.000	SPREAD	USE		CONDITION	_		
	BLC	Black Chokeberry	Aronia melanocarpa elata	5-8'	4-6'	Low	Adaptable	5 Gallon Cont			
	RCB	Red Columnar Barberry	Berberis thunbergii 'Helmond Pillar'	4-5'	18-24"	Low	Sun / Part Shade	5 Gallon Cont			
	OCJ	Orange Columnar Japanese Barberry	Berberis thunbergii 'Orange Rocket'	4-5'	18-24"	Low	Sun / Part Shade	5 Gallon Cont	12		
	PPB	Compact Purple Butterfly Bush	Buddleja davidii nanhoensis Petite Plum	4-6'	4-5'	Medium	Sun / Part Shade	5 Gallon Cont	1		
	CAQ	Cameo Quince	Chaenomeles speciosa 'Cameo'	3-4'	4-6'	Low	Sun / Part Shade	5 Gallon Cont			
	GST	Grace Smoke Tree	Continus 'Grace'	10-15'	10-15'	Medium	Sun	5 Gallon Cont			
	COC	Cornelian Cherry	Cornus mas	15-25'	10-15'	Medium	Sun / Part Shade	5 Gallon Cont			
	ISB	Isanti Dogwood	Cornus stolonifera 'Isanti'	4-5'	4-6'	Medium	Adaptable	5 Gallon Cont			
	GTF	Gold Tide Forsythia	Forsythia Gold Tide	18-24"	3-4'	Medium	Sun	5 Gallon Cont			
	CHP	Cheyenne Privet	Ligustrum vulgare 'Cheyenne'	6-8'	4-6'	Low	Sun / Part Shade	5 Gallon Cont			
	SWN	Summer Wine Ninebark	Physocarpus opulifolius 'Summer Wine'	4-6'	4-6'	Low	Sun / Part Shade	5 Gallon Cont			
	TES	Tiger Eyes Staghorn Sumac	Rhus typhina Tiger Eyes	6-8'	6-8'	Low	Sun	5 Gallon Cont			
	LMS	Limemound Spirea	Spiraea japonica Limemound	18-24"	2-3'	Medium	Sun / Part Shade	5 Gallon Cont			
	PRL	Purple Reblooming Lilac	Syringa x Bloomerang	4-5'	4-5'	Low	Sun	5 Gallon Cont			
	BMV	Blue Muffin Arrowwood Viburnum	Viburnum dentatum 'Blue Muffin'	3-5'	3-4'	Medium	Adaptable	5 Gallon Cont	T		
	BLV	Blackhaw Viburnum	Viburnum prunifolium	12-15'	10-15'	Medium	Sun / Part Shade	5 Gallon Cont			
	MWW	Midnight Wine Weigela	Weigela florida Midnight Wine	18-24"	18-24"	Medium	Sun / Part Shade	5 Gallon Cont			
	EVERGR	EEN SHRUBS									
	SYMBOL	COMMON NAME	BOT ANICAL NAME		MATURE		SUN/SHADE	SIZE AND	(
	EGE	Emorald in Cald Evenue	Euonymus fortunei 'Emerald 'n Gold'	HEIGHT 18-24"	SPREAD 3-4'	USE	Sun / Part Shade	CONDITION 5 Gallon Cont	T		
		Emerald 'n Gold Euonymus		and the second second		Medium					
	EIJ	Ivory Jade Euonymus	Euonymus fortunei 'Ivory Jade'	3'	6'	Medium	Sun / Part Shade	5 Gallon Cont	+		
	REY	Red False (Texas) Yucca	Hesperaloe parviflora	3-4'	3-4'	Very Low	Sun	5 Gallon Cont	4		
	BGS	Dwarf Globe Blue Spruce	Picea pungens 'Glauca Globosa'	3-5'	5-6'	Medium	Sun / Part Shade	5 Gallon Cont	+		
	DGG	Dwarf Globe Green Spruce	Picea pungens 'Roundabout'	2-3'	2-3'	Medium	Adaptable	5 Gallon Cont	4		
	DPP	Dwarf Pinon Pine	Pineus edulis selectionos	24"	24"	Low	Sun	5 Gallon Cont			
		Big Tuna Mugo Pine	Pinus mugo 'Big Tuna'	6-8'	5-6'	Low	Sun	5 Gallon Cont			
	BTM										
	BTM YDG EMA	Dark Green Spreader Yew Emerald Arborvitae	Taxus x media 'Dark Green Spreader' Thuja occidentalis 'Emerald'	3-4' 10-15'	4-6' 3-4'	Medium	Shade / Part Shade	5 Gallon Cont 5 Gallon Cont			

ORNAME	INTAL GRASSES							
SYMBOL	COMMON NAME	BOT ANICAL NAME	MAT URE HEIGHT	MAT URE SPREAD	WATER USE	SUN/SHADE	SIZE AND CONDITION	QTY
BBG	Big Bluestem Grass	Andropogon gerardii	4-6'	2-3'	Low	Sun	1 Gallon Cont	30
FRG	Feather Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	4-5'	18-24"	Low	Sun / Part Shade	1 Gallon Cont	39
VJD	Variegated Japanese Sedge	Carex morrowii 'Ice Dance'	8-12"	1-2'	Medium	Sun / Part Shade	1 Gallon Cont	17
BBF	Boulder Blue Fescue Grass	Festuca glauca 'Boulder Blue'	8-12"	8-10"	Low	Sun	1 Gallon Cont	61
PMG	Flame (Purple Maiden) Grass	Miscanthus sinensis purpurascens	3-4'	2-3'	Medium	Sun	1 Gallon Cont	42
VMG	Variegated Maiden Grass	Miscanthus sinensis 'Variegatus'	4-5'	2-3'	Medium	Sun / Part Shade	1 Gallon Cont	32
HMS	Heavy Metal Blue Switch Grass	Panicum virgatum 'Heavy Metal'	3-4'	12-18"	Low	Sun	1 Gallon Cont	44
RIG	Ribbon Grass	Phalaris arundinacea 'Picta'	2-3'	18-24"	Medium	Adaptable	1 Gallon Cont	25
PLG	Plume Grass	Saccharum ravennae	8-12'	3-4'	Medium	Sun	1 Gallon Cont	15
PBL	Prairie Blues Little Bluestem Grass	Schizachyrium scoparium 'Prairie Blues'	3-4'	15-18"	Low	Sun	1 Gallon Cont	44



LAWN AREA

90 / 10 Fescue/Bluegrass Mix



NATIVE SEEDING - WETLAND MIX Pawnee Buttes Seed Mixes (www.pawneebuttesseed.com): PBSI Prairie Wetland Mix Application Rate: 10 LBS/Acre

DENVER, CO

ALS	SYMBOL	COMMON NAME	BOT ANICAL NAME	MAT URE HEIGHT	MATURE SPREAD	WATER USE	SUN/SHADE	SIZE AND SPACING	QTY
	СОН	Coronado Hyssop	Agastache aurantiaca Coronado	15-18"	12-15"	Low	Sun / Part Shade	4" Pot/48" O.C.	32
	BMS	Bells Mix Snapdragon	Antirrhinum majus 'Bells Mix'	12"	8-10"	Medium	Sun / Part Shade	4" Pot/ 12" O.C.	62
	SMS	Silver Mound Sage	Artemisia schmidtiana	12-18"	18-24"	Low	Sun	4" Pot/36" O.C.	16
INIALS	PIP	Purple Iceplant	Delosperma cooperi	2-4"	12-18"	Low	Sun	4" Pot/ 18" O.C.	66
COVERS	PCF	Purple Coneflower	Echinacea purpurea	2-3'	18-24"	Low	Sun	4" Pot/ 36" O.C.	19
	BLF	Native Blanket Flower	Gaillardia aristata	18-24"	18-24"	Low	Sun	4" Pot/ 30" O.C.	21
	CRD	Cranberry Red Daylily	Hemerocallis 'Pardon Me'	18-24"	12-18"	Low	Sun	4" Pot/24" O.C.	22
╵┍┘┍┘┨	ACD	Apricot Daylily	Hemerocallis 'Ruffled Apricot'	24-30"	18-24"	Low	Sun	4" Pot/24" O.C.	38
	CVS	Cream Variegated Sweet Iris	Iris pallida 'Argentea Variegata'	2-3'	12-18"	Low	Sun / Part Shade	4" Pot/ 18" O.C.	54
	PGF	Purple Gayfeather	Liatris spicata 'Floristan Violet'	2-3'	18-24"	Low	Sun	4" Pot/36" O.C.	25
	WLC	Walker's Low Catmint	Nepeta x faassenii 'Walker's Low'	18-24"	2-3'	Low	Sun	4" Pot/ 36" O.C.	17
	PES	Purple Emperor Stonecrop	Sedum 'Purple Emperor'	12-18"	12-18"	Low	Sun	4" Pot/ 18" O.C.	148

SYMBOL	COMMON NAME	BOT ANICAL NAME	HEIGHT	SPREAD	USE	SUN/SHADE	CONDITION	QTY
CWY	Common White Yarrow	Achillea millefolium	1-2'	2-3'	Low	Sun	1 Gallon Cont	40
DGC	Denver Gold Columbine	Aquilegia chrysantha	28"-32"	16-18"	Low	Sun / Part Shade	1 Gallon Cont	12
GTB	Goat's Beard	Aruncus dioicus	3-5'	3-5'	Medium	Shade	1 Gallon Cont	10
KOR	Korean Feather Reed Grass	Calamagrostis brachytricha	3-4'	2-3'	Low	Sun / Part Shade	1 Gallon Cont	12
PPC	Purple Prairie Clover	Dalea purpurea	2-3'	1-2'	Low	Sun	1 Gallon Cont	36
PCF	Purple Coneflower	Echinacea purpurea	2-3'	18-24"	Low	Sun	1 Gallon Cont	74
RJB	Red Baron Japanese Blood Grass	Imperata cylindrica 'Red Baron'	12-18"	12-18"	Medium	Adaptable	1 Gallon Cont	20
JNG	June Grass	Koeleria macrantha	18-24"	12-18"	Low	Sun / Part Shade	1 Gallon Cont	27
SCL	Scarlet Lobelia	Lobelia fulgens 'Queen Victoria'	2-3'	18-24"	Medium	Sun / Part Shade	1 Gallon Cont	32
SRS	Shenandoah Red Switch Grass	Panicum virgatum 'Shenandoah'	3-4'	12-18"	Low	Sun	1 Gallon Cont	38
RIG	Ribbon Grass	Phalaris arundinacea 'Picta'	2-3'	18-24"	Medium	Adaptable	1 Gallon Cont	7
JCL	Jacob's Ladder	Polemonium caeruleum	18-24"	12-18"	Medium	Sun / Part Shade	1 Gallon Cont	24
PRC	Prairie Red Coneflower	Ratibida columnifera pulcherrima	18-24"	18-24"	Very Low	Sun	1 Gallon Cont	48

GENERAL LANDSCAPE NOTES

1. ALL LOW PERENNIAL AND GROUNDCOVER PLANTING AREAS SHALL BE MULCHED WITH SHREDDED WESTERN RED CEDAR WOOD MULCH, AT A DEPTH OF 2". WEED BARRIER FABRIC IS NOT REQUIRED UNDER WOOD MULCH.

2. ALL OTHER PLANTING BED AREAS SHALL BE MULCHED WITH 1-1/2" WESTERN RIVER ROCK, AT A DEPTH OF 3", INSTALLED OVER PERMEABLE WEED BARRIER FABRIC. DO NOT INSTALL EDGING BETWEEN WOOD MULCH AND ROCK MULCH AREAS.

3. SOD EDGER SHALL BE 14 GAUGE ROLLED TOP STEEL EDGING (DARK GREEN COLOR) IN THE LOCATIONS SHOWN ON THE PLANS. EDGER IS NOT REQUIRED WHERE SOD ABUTS CONCRETE.

4. ALL AREAS TO BE LANDSCAPED SHALL HAVE ORGANIC AMENDMENTS THOROUGHLY INCORPORATED INTO THE SOIL AT A RATE OF 5 CUBIC YARDS PER 1,000 SQUARE FEET, AND TILLED TO A DEPTH OF 6 INCHES.

5. ALL SOD AREAS, BED AREAS, AND LANDSCAPE AREAS SHALL BE FINE GRADED PRIOR TO INSTALLATION OF NEW PLANT MATERIAL. ROCKS, WOOD, AND ANY MATERIAL LARGER THAN 1" IN DIAMETER SHALL BE REMOVED FROM ALL PLANTING AREAS PRIOR TO SODDING AND PLANTING NEW MATERIALS.

6. EXISTING TURF, SHRUBS, TREES, AND PLANT MATERIAL TO BE REMOVED SHALL BE FULLY REMOVED FROM THE SITE, INCLUDING ALL ROOTS.

7. ALL LANDSCAPED AREAS SHALL BE WATERED BY A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.

8. SOD AREAS SHALL BE ZONED SEPARATELY THAN BEDS, AND SHALL BE IRRIGATED VIA POP-UP SPRAY HEADS PROVIDING FULL (HEAD TO HEAD) COVERAGE. HEADS SHALL BE COMMERCIAL GRADE WITH REPLACEABLE NOZZLES, PRESSURE REGULATORS, AND CHECK VALVES.

9. BED AREAS SHALL BE ZONED SEPARATELY THAN SOD AREAS, AND SHALL BE IRRIGATED BY INDIVIDUAL DRIP EMITTERS TO EACH PLANT. DRIP COMPONENTS SHALL BE COMMERCIAL GRADE RAIN-BIRD OR EQUAL POINT SOURCE EMITTERS, WITH ALL PLANTS RECEIVING IRRIGATION.

MINIMUM SITE AREA CALCULATIONS

DESCRIPTION	REQ.	PROVIDED
LOT SIZE		205,239 SF
OPEN SPACE	(30%) 61,572 SF	(44%) 89,384 SF
ACTIVE RECREATIONAL AREA	(25%) 15,393 SF	(34%) 30,448 SF
TREES (61,572 SF / 1,500) x 1	41 TREES	39 SHADE TREES 14 ORNAMENTAL TREES 26 EVERGREEN TREES
SHRUBS (61,572 SF / 1,500) x 2	82 SHRUBS	453 SHRUBS 349 ORNAMENTAL GRASSES

NOTE:

ACTIVE RECREATIONAL AREAS INCLUDE: SIDEWALKS, PLAZAS, OPEN LAWN, DOG PARK, AND PLAYGROUNDS. SEE "OPEN SPACE PRIORITIZATION" CHART FOR MORE DETAILS.

LANDSCAPE PLAN SET INDEX

SHEET	NAME
L-01	LANDSCAPE COVER SHEET & PLANT LIST
L-02	LANDSCAPE PLAN
L-03	LANDSCAPE PLAN (EAST)
L-04	LANDSCAPE PLAN (WEST)
L-05	LANDSCAPE NOTES & DETAILS
L-06	LANDSCAPE NOTES & DETAILS
L-07	LANDSCAPE NOTES & DETAILS

BUFFERYARD LANDSCAPING CALCULATIONS

PROPERTY LINE *	REQ.	PROVIDED
NORTH - 760 LF (760 LF / 80) x 1TREE (760 LF / 80) X 5 SHRUBS	10 48	17 TREES 61 SHRUBS
SOUTH - 629 + 131 LF (760 LF / 80) x 1TREE (760 LF / 80) X 5 SHRUBS	10 48	18 TREES 54 SHRUBS
WEST - 237 + 51 LF (288 LF / 80) x 1TREE (288 LF / 80) X 5 SHRUBS	4 18	7 TREES 19 SHRUBS

PARKING LANDSCAPE CALCULATIONS

DESCRIPTION	REQ.	PROVIDED
TREE - 1 TREE PER 10 STALLS 1 x (180 STALLS / 10)	18	18 TREES

STREETSCAPE CALCULATIONS

DESCRIPTION	REQ.	PROVIDED
BROADWAY STREET - 237 LF TREES: 1 x (237 LF / 40) SHRUBS: 2x (237 LF / 40)	6 12	6 TREES 12 SHRUBS

REQUIRED TREE MIX CALCULATIONS

DESCRIPTION	REQ.	PROVIDED
LARGE DECIDUOUS TREES	10%-50%	39 (50%)
ORNAMENTAL& EVRG. TREES	10%-50%	40 (50%)

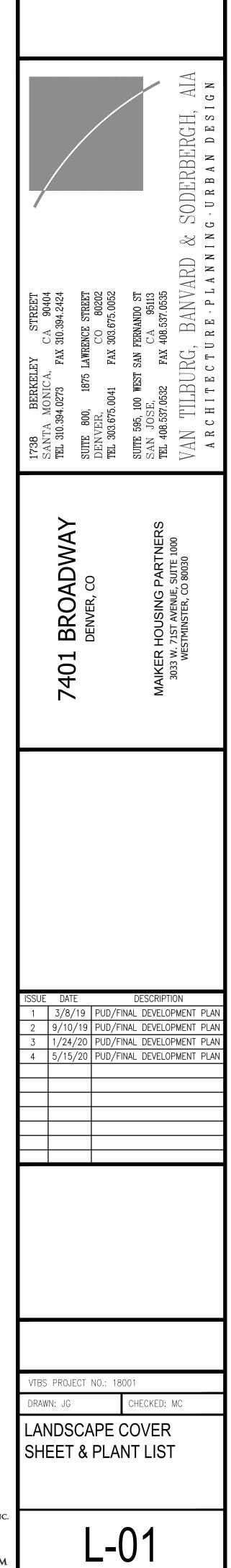
OPEN SPACE PRIORITIZATION

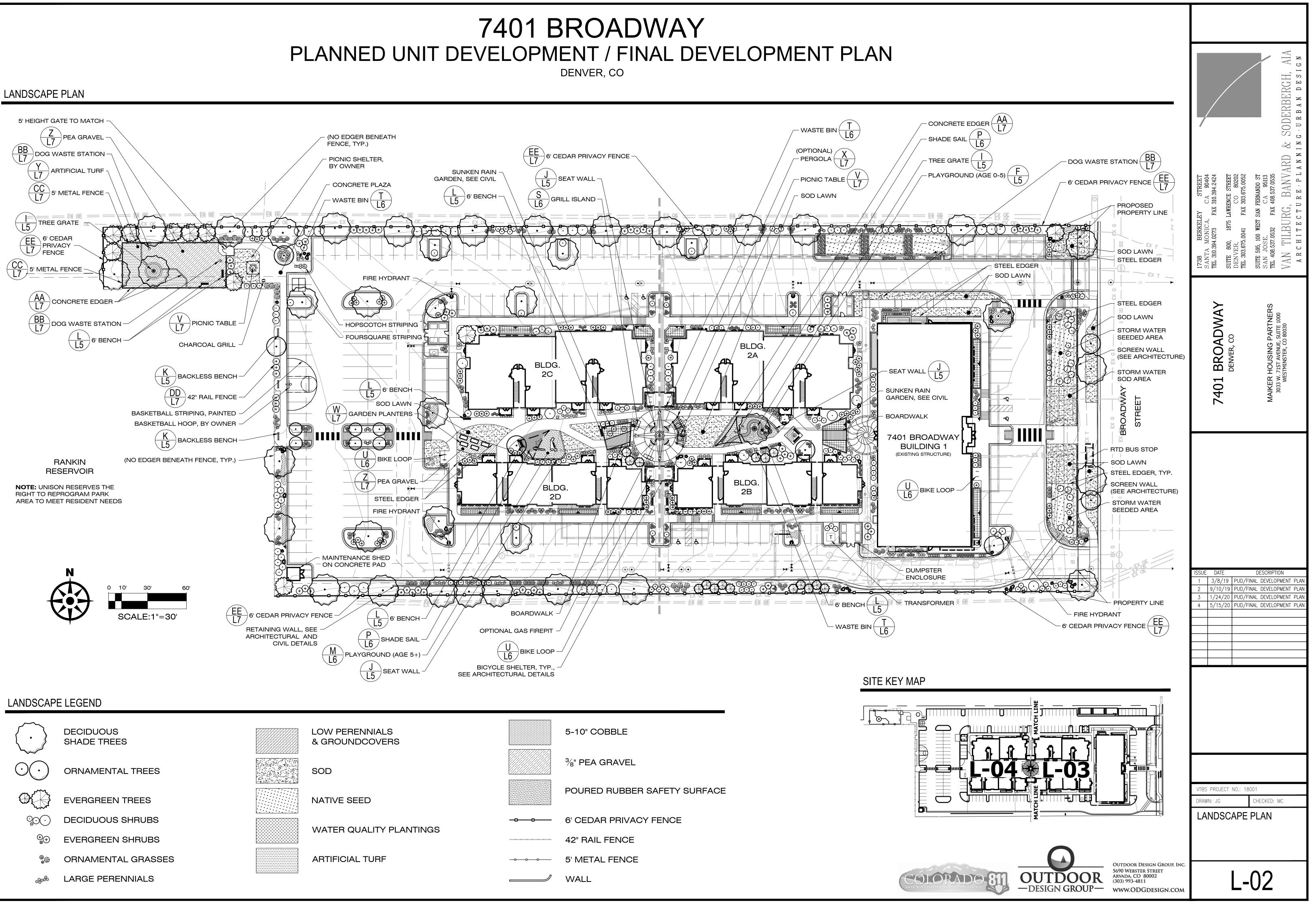
DESCRIPTION	PROVIDED
SIDEWALKS (IMPERVIOUS)	14,600 SF
PLAZA SURFACE (IMPERVIOUS)	7,330 SF
OPEN LAWN	4,230 SF
ENCLOSED PARK AREA	2,811 SF
PLAYGROUNDS	1,477 SF
TOTAL ACTIVE OPEN SPACE	30,448 SF (34%)
LANDSCAPING	33,834 SF
UNDISTURBED	18,287 SF
STORM WATER	6,815 SF
TOTAL PASSIVE OPEN SPACE	58,936 SF (66%)



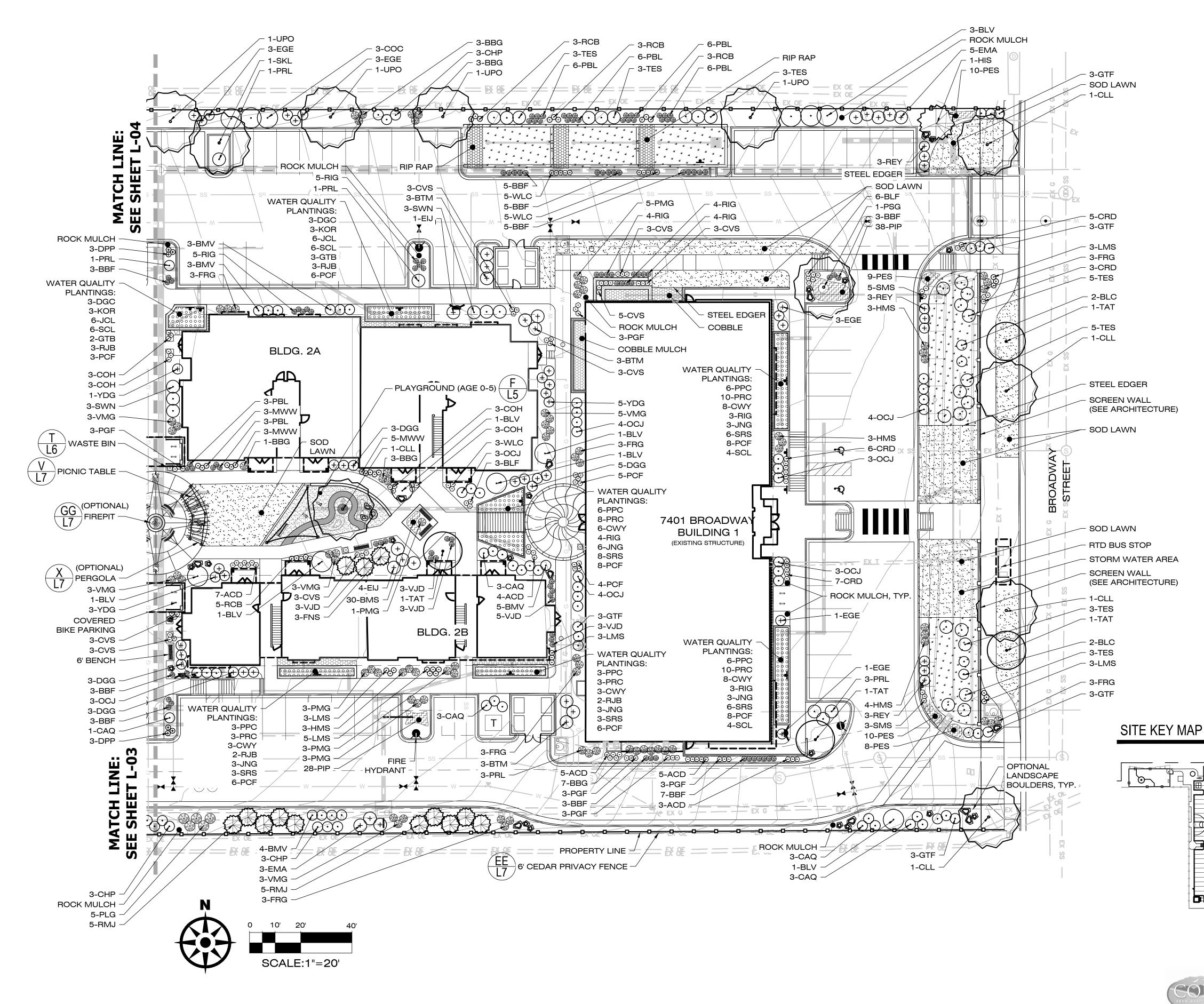


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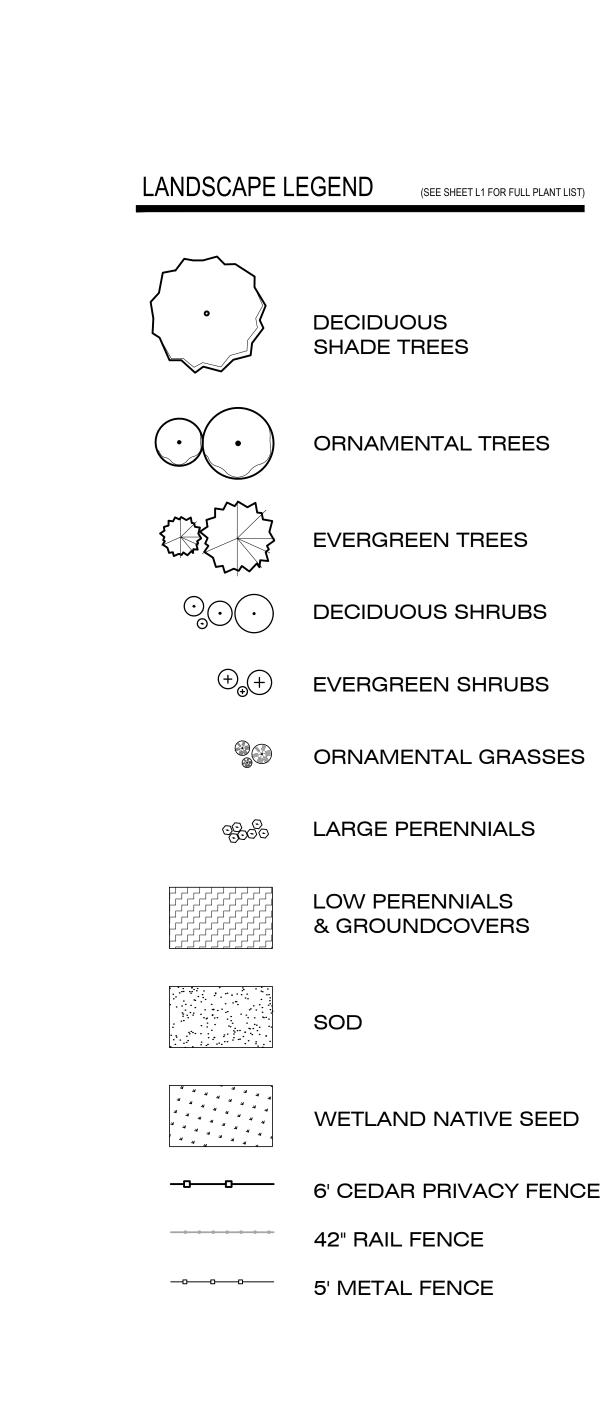




LANDSCAPE PLAN



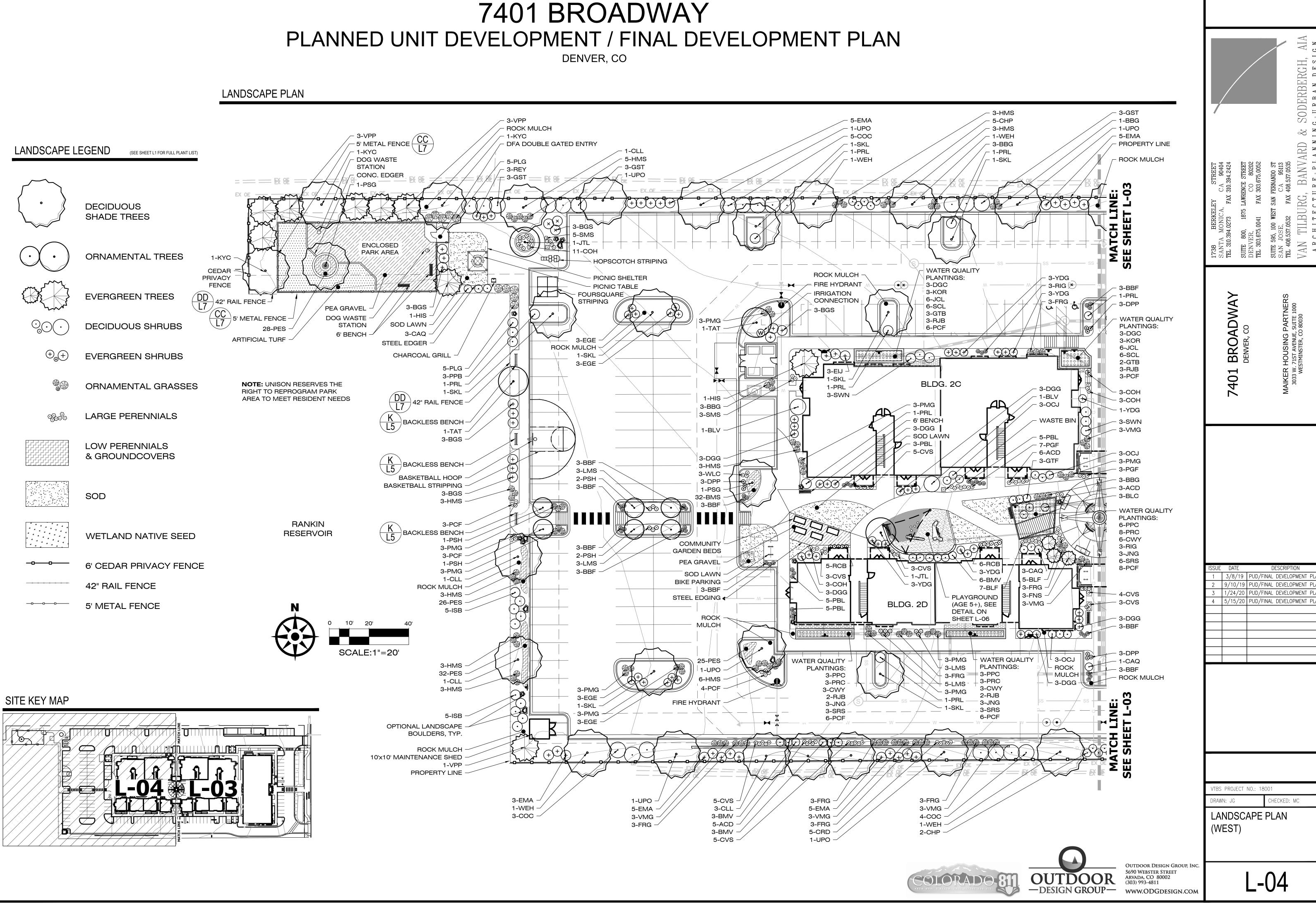
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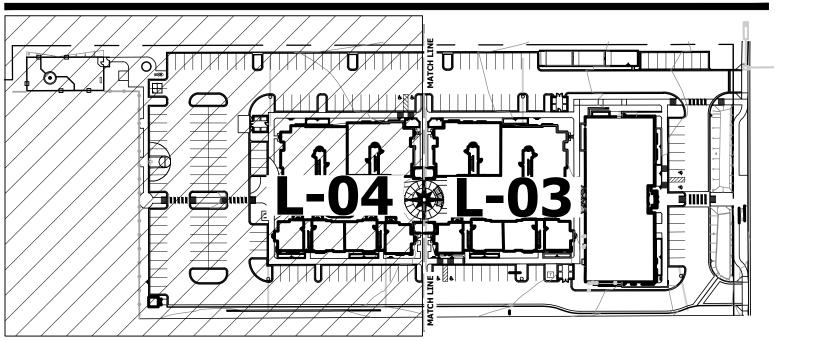


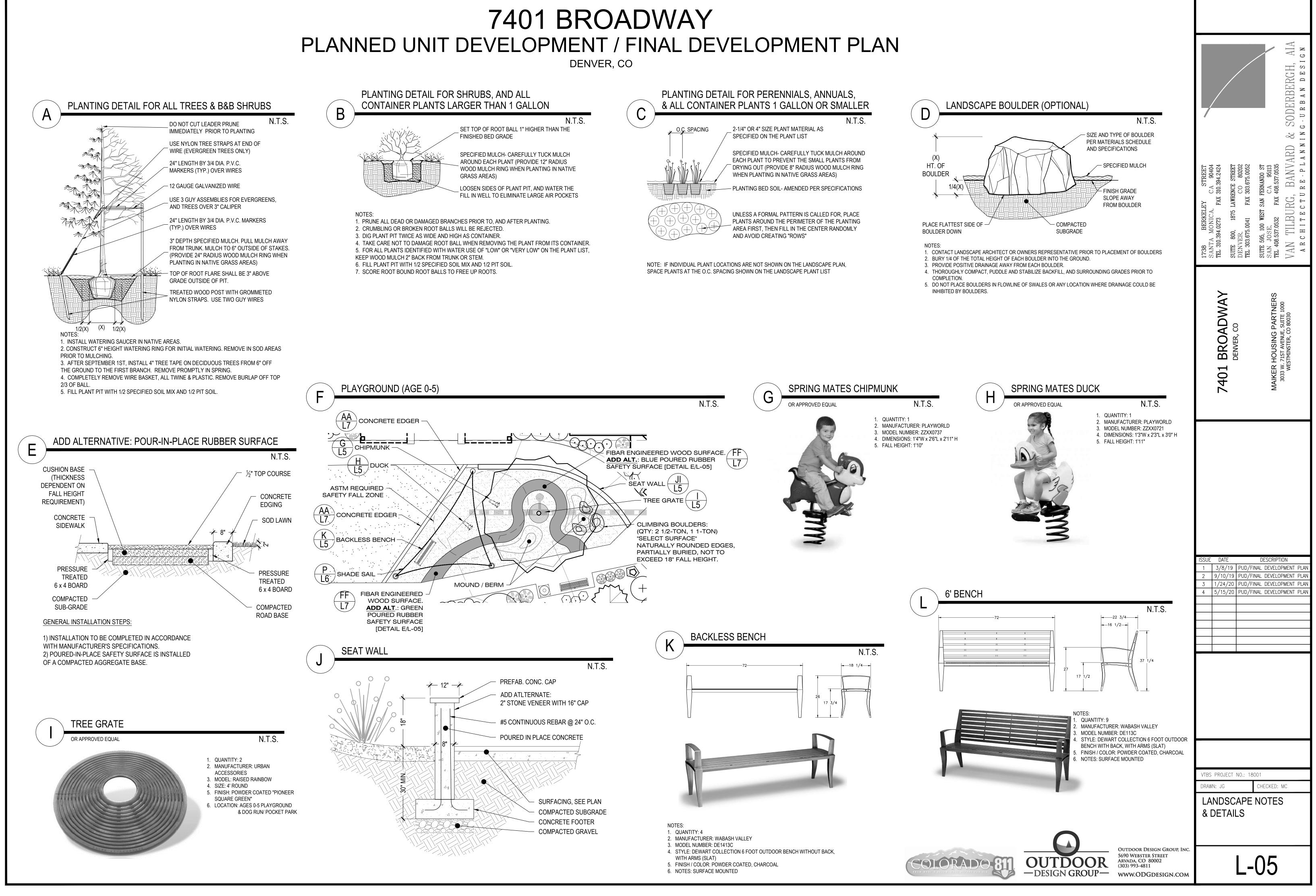


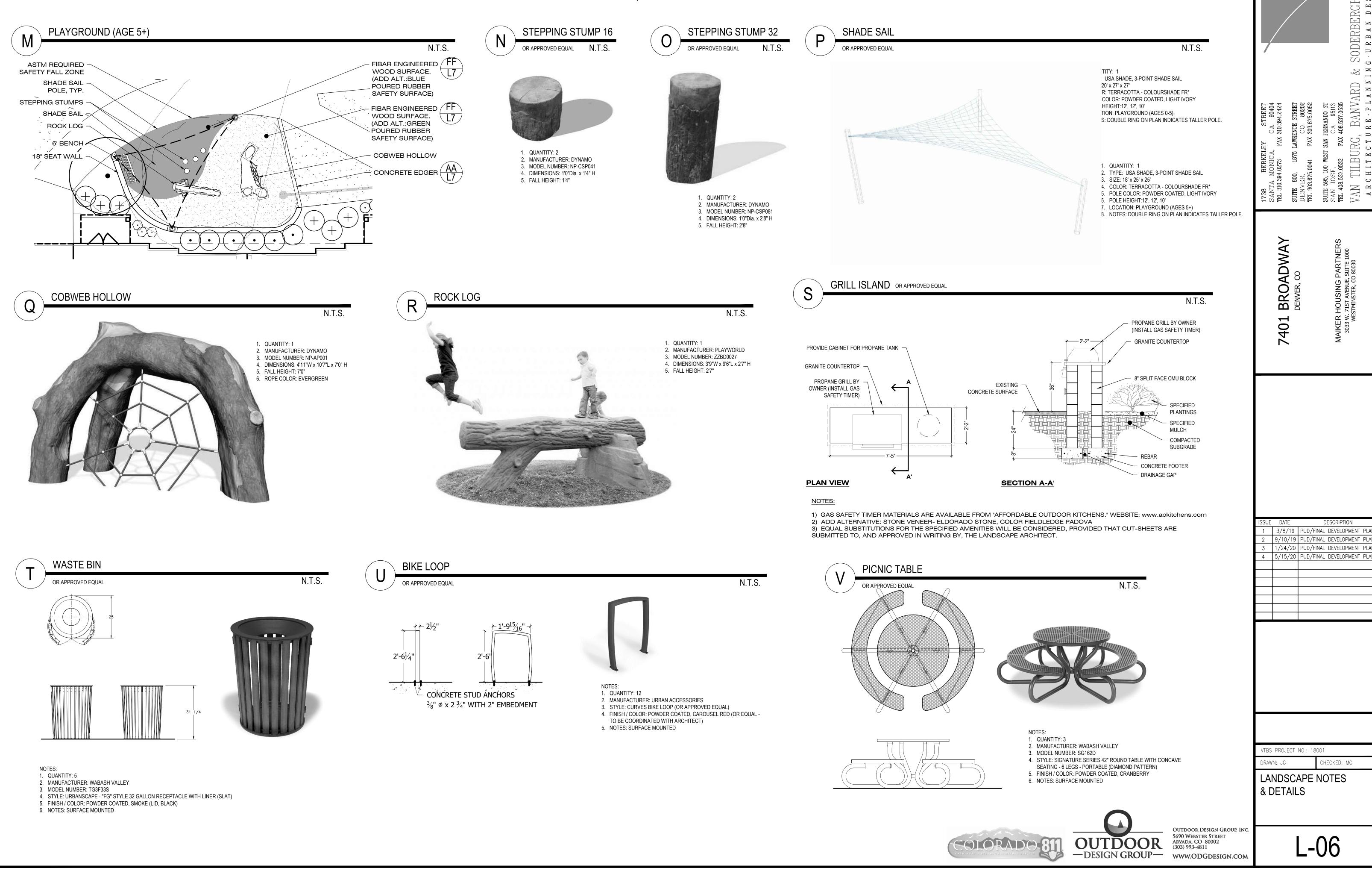
COLORADO 810 KNOW WHAT'S BELOW. DALL BEFORE YOU DIG

san fernando st ca 95113 fax 408.537.0535 RG, BANV t u r e • p l
SUITE 595, 100 WEST SAN FERNANDO ST SAN JOSE, CA 95113 TEL 408.537.0532 FAX 408.537.0535 VAN TILBURG, BANVARD & SODERBERGH, AIA A R C H I T E C T U R E • P L A N N I N G • U R B A N D E S I G N
MAIKER HOUSING PARTNERS 3033 W. 71ST AVENUE, SUITE 1000 WESTMINSTER, CO 80030
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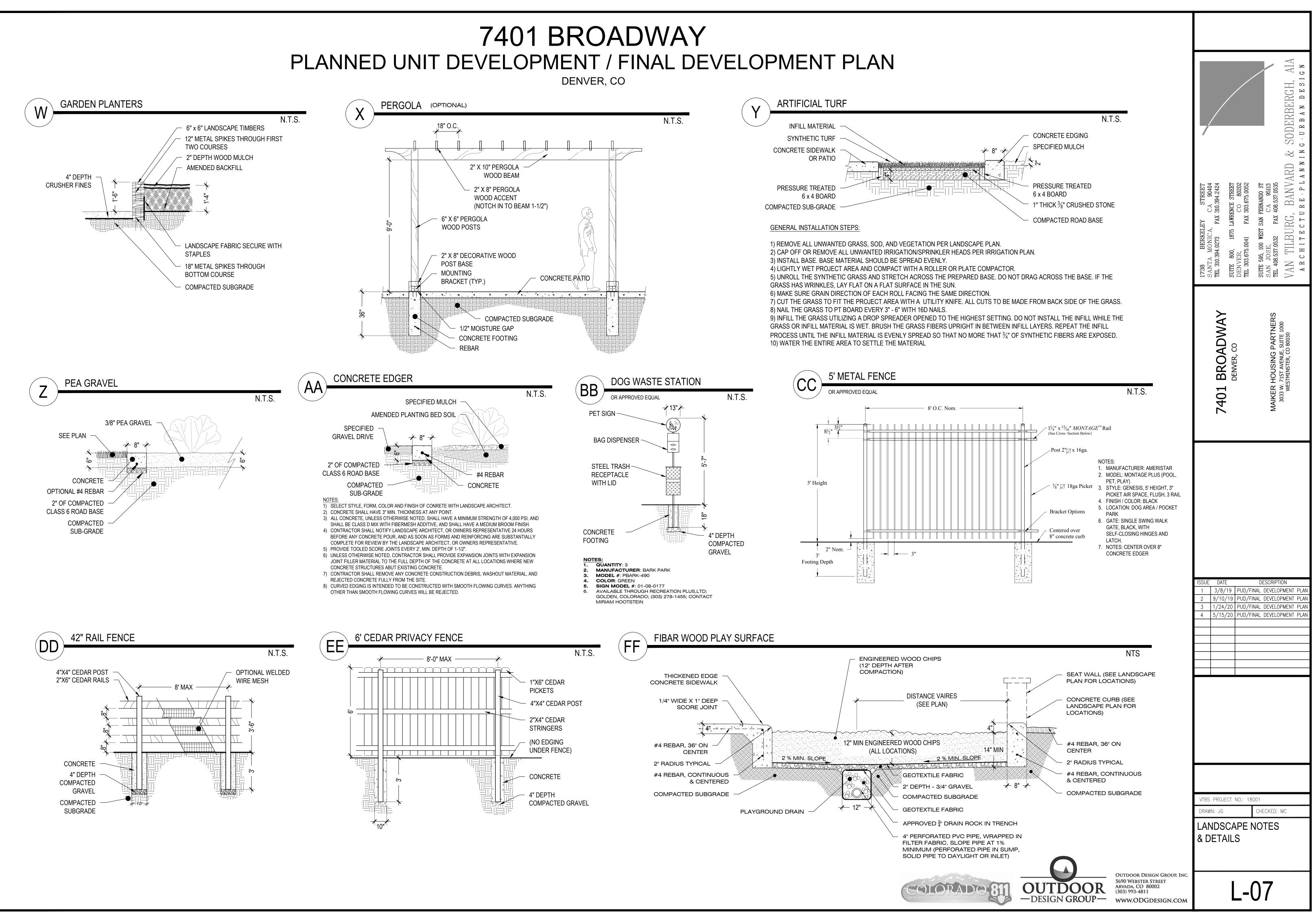


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DEDICATION AND LEGAL DESCRIPTION	LOCATED IN THE SOUTHW RANGE 68 WEST OF THE 6T
KNOW ALL MEN BY THESE PRESENTS THAT HOUSING AUTHORITY OF THE COUNTY OF ADAMS, D.B.A. MAIKER HOUSING PARTNERS, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND;	F
A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:	<u> </u>
BEARINGS ARE BASED UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AS DETERMINED BY GNSS AND TERRESTRIAL OBSERVATIONS. SAID LINE BEARS NORTH 00°05'02" WEST RELATIVE TO THE COLORADO COORDINATE SYSTEM OF 1983, CENTRAL ZONE, AND IS MONUMENTED IN THE FIELD AS DESCRIBED HEREON.	
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO BEAR NORTH 00°05'02" WEST;	
THENCE SOUTH 89°44'34" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 30.00 FEET TO WESTERLY RIGHT-OF-WAY LINE OF BROADWAY, BEING THE POINT OF BEGINNING;	s Street
THENCE SOUTH 00°05'02" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BROADWAY, A DISTANCE OF 235.70 FEET TO THE NORTHEAST CORNER OF LOT 35, BLOCK 4, WESTERN HILLS FILING NO. 1, AS RECORDED OCTOBER 7, 1954 IN PLAT BOOK 5, PAGE 36, FILE 10, MAP 82, RECEPTION NO. 430673;	ресо Ресо
THENCE SOUTH 89°40'08" WEST, A DISTANCE OF 629.37 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT LYING 1082.55 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;	
THENCE NORTH 00°03'44" WEST ALONG SAID WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 236.46 FEET;	Highway 36
THENCE SOUTH 89°45'21" WEST ALONG THE NORTH LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 555.29 FEET;	W. 72nd Ave
THENCE ALONG THE SOUTH LINE OF BLOCK 5 OF SAID WESTERN HILLS FILING NO. 1 THE FOLLOWING THREE (3) COURSES:	W. ZIIU AVE
1. NORTH 66°18'11" EAST, A DISTANCE OF 105.87 FEET;	
2. NORTH 85°44'50" EAST, A DISTANCE OF 139.83 FEET;	
3. NORTH 89°53'39" EAST, A DISTANCE OF 948.09 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 5, WESTERN HILLS FILING NO. 1;	W 70th Ave
THENCE SOUTH 00"05'45" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BROADWAY, A DISTANCE OF 49.43 FEET TO THE POINT OF BEGINNING,	
CONTAINING 205,239 SQUARE FEET, OR 4.7116 ACRES, MORE OR LESS,	
HIS PLAT UNDER THE NAME AND STYLE OF 7401 BROADWAY SUBDIVISION FILING NO. 1, AND DOES HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, THE STREET RIGHT OF WAY AND EASEMENTS SHOWN. THE UNDERSIGNED DOES IEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENT TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE	
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JBDIVISION FILING NO. 1

T 1/4 OF SECTION 34, TOWNSHIP 2 SOUTH, P.M., COUNTY OF ADAMS, STATE OF COLORADO LIMINARY PLAT HEET 1 OF 4

Broadway Poor

VICINITY MAP: $1^* = 1000^{\circ}$

SHEET INDEX 1" = 200' 10 13 43 44 42 51 52 37 38 39 45 Campo Street 16 | 15 | 14 | 13 | 12 11 10 9 8 7 6 5 4 3 2 1 1 Lot 1 Lot 1 leet 2 Sheet 3 See sheet 4 for easements kin Reservoir 28 | 29 | 30 | 31 | 32 | 26 27 **Bowle Court** Greenwood Blvd

GENERAL NOTES:

1. 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.

Case No. PRC2019-00007

2. Lineal unit of measure used in this survey: U.S. Survey Foot.

3. Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory commits a Class Two (2) misdemeanor pursuant to State Statute 18-4-508, of the Colorado Revised Statute.

4. For all information regarding right to title and easements, rights—of—way or other title burdens affecting such right to title to this property, Foresight West Surveying Inc. relied upon title commitment issued by Old Republic National Title Insurance Company, Order Number: ABD70643783—3, with an effective date of 02/19/2020.

5. Bearings are based upon the east line of the Southeast Quarter of the Southwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th P.M., as determined by GNSS and terrestrial observations. Said line bears North 00°05'02" West relative to the Colorado Coordinate System of 1983, Central Zone, and is monumented in the field as described hereon.

6. This parcel lies within Zone X, as shown on FEMA FIRM panel no. 08001C0603H, revised March 05, 2007. Zone X is described as "Areas determined to be outside the 0.2% annual chance floodplain".

7. This property was surveyed by this firm during April of 2018. See ALTA/NSPS Land Title Survey deposited June 18, 2018 in Book 1, Page 5074, under Reception No. 2018–108. This property was previously surveyed in 1999 by JR Engineering, LTD. See ALTA/ACSM Land Title Survey deposited at LSP Book 1 Page 1569 dated 3/15/2000.

8. The undersigned does hereby dedicate, grant and convey to Adams County those Public Easements as shown on the plat; and further restricts the use of all Public Easement to Adams County and/or its assigns, provided however, that the sole right and authority to release or quitclaim all or any such Public Easements shall remain exclusively vested in Adams County. Notice of any such release or quit claim by Adams County shall be sent to the affected property owner. Each grantee agrees to conduct all activities and operations on, in, over, under, through or near any improvements of the Owner in a manner that will not unreasonably interfere (including without limitation, impairment of access to the subject property) with Owner's operation and maintenance of its improvements or pose a hazard to persons at the subject property. Any grantee shall be liable for any damages to Owner's improvements occurring or arising from such grantee's exercise of its easement rights, including without limitation, the actions or inactions of such grantee's contractors and representatives. Notwithstanding the forsgoing, such liability shall transfer to an entity providing public utilities upon any easement right granted herein being transferred to such entity for the purposes described and Adams County shall cease to be liable as a grantee of such easement.

9. Minimum ten-foot (10') wide dry utility easements are hereby dedicated on private property abutting all public streets and around the perimeter of each commercial/industrial lot in the subdivision or platted area. These easements are dedicated to Adams County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of utilities. Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation. Notwithstanding anything herein to the contrary, landscaping, driveways, parking, curbing and other asphalt shall be permitted over and across the easement areas granted and depicted hereon so long as the same does not unreasonably interfere with the intended use of any such easement area.

10. The policy of the County requires that maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owners shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdivision development agreement. Should the owner fail to maintain said facilities, the County shall have the right to enter said land for the sole purpose of operations and maintenance. All such maintenance cost will be assessed to the property owners.

11. The approved stormwater operations and maintenance manual is on file with the Adams County clerk and recorders office at Reception #_____

12. A Non-Exclusive Drainage Access Easement is hereby granted over all of Lot 1 except within the five (5) excepted areas shown on sheet 4.

PLANNING COMMISSION APPROVAL

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS

_____ DAY OF _____, 2020.

CHAIR

BOARD OF	COUNTY CO	OMMISSI	ONERS	AF	PROVAL
APPROVED BY	THE ADAMS	COUNTY	BOARD	OF	COMMISSIONERS
THIS	DAY OF				, 2020.
	CHAIR				-

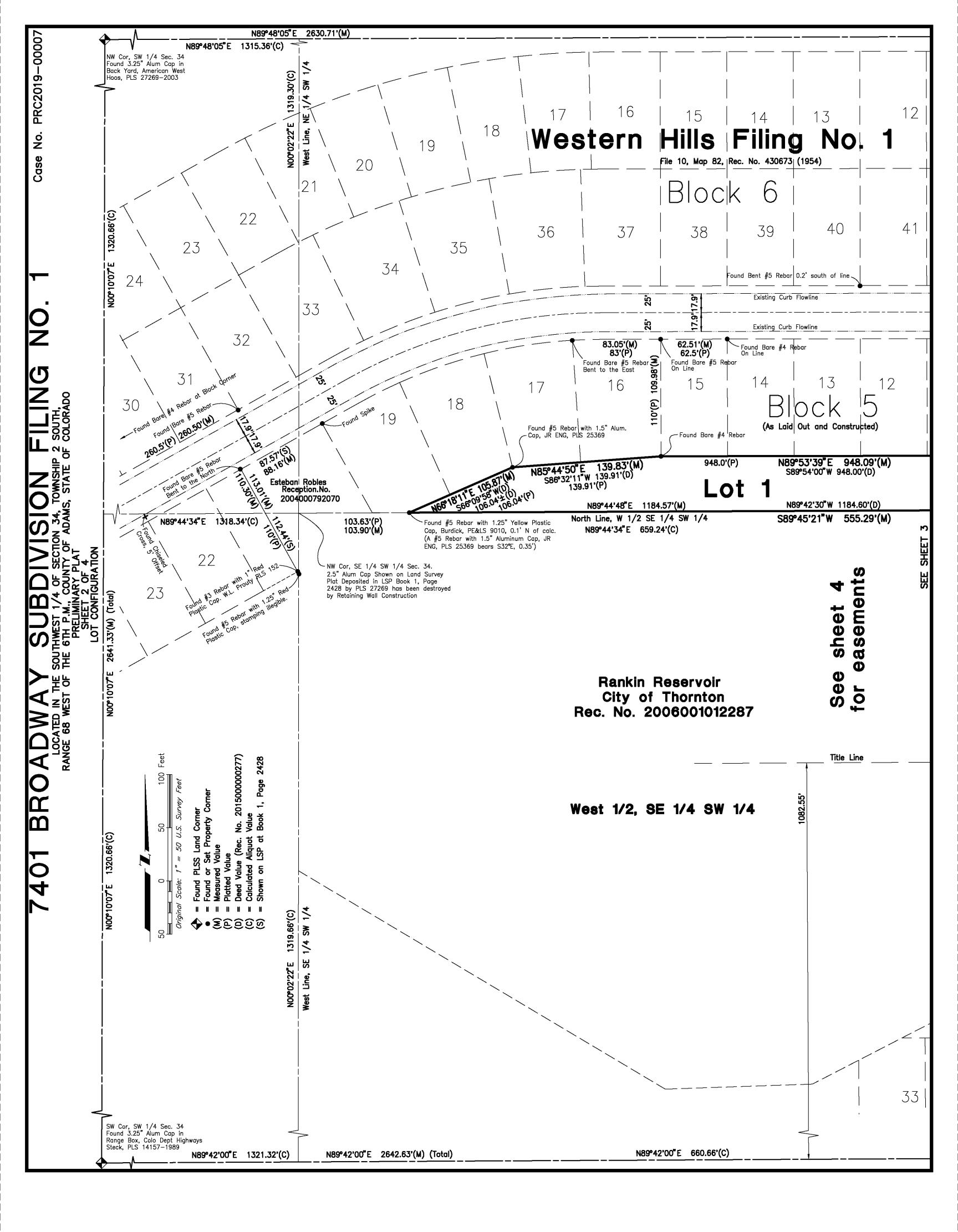
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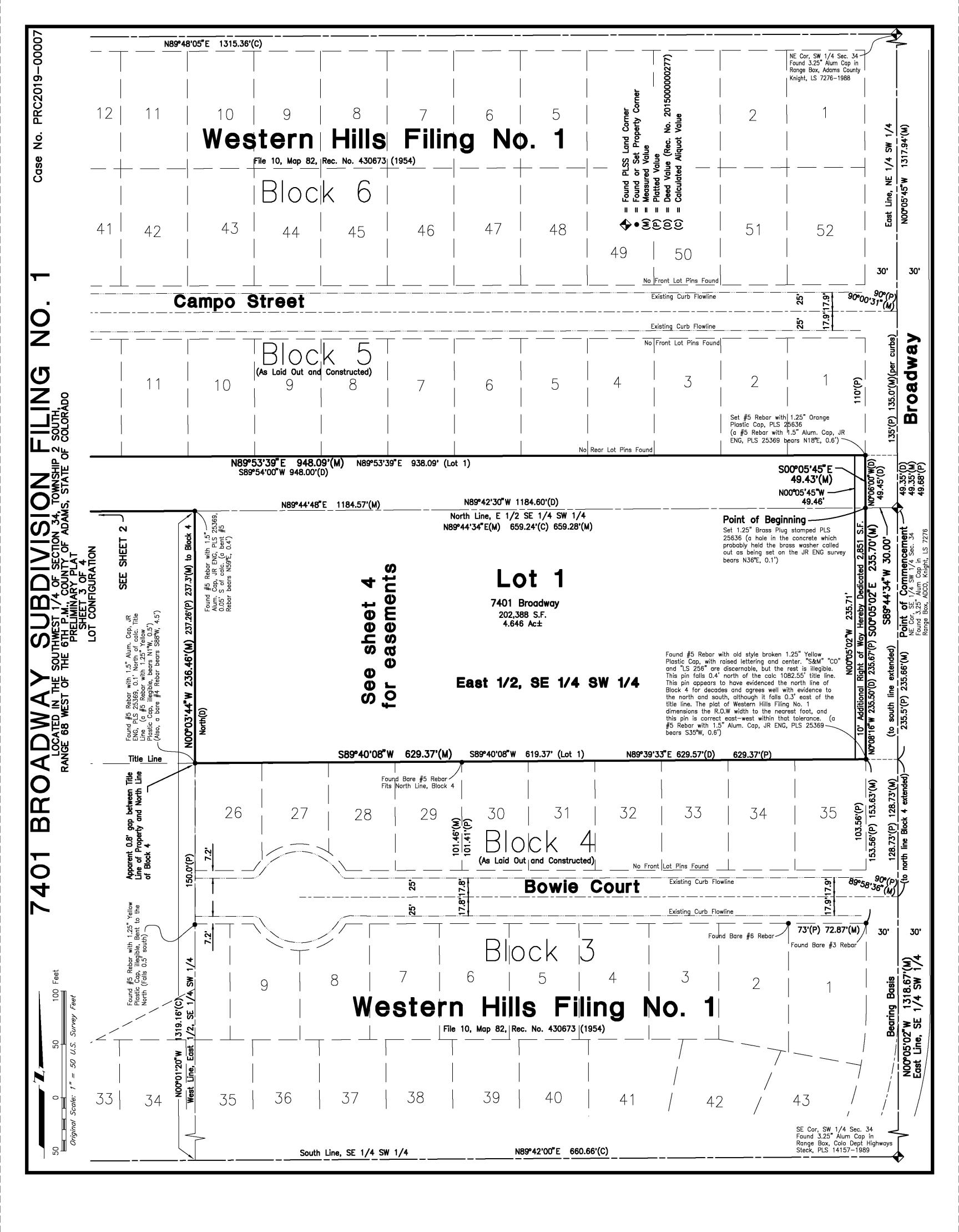
CLERK AND RECORDER

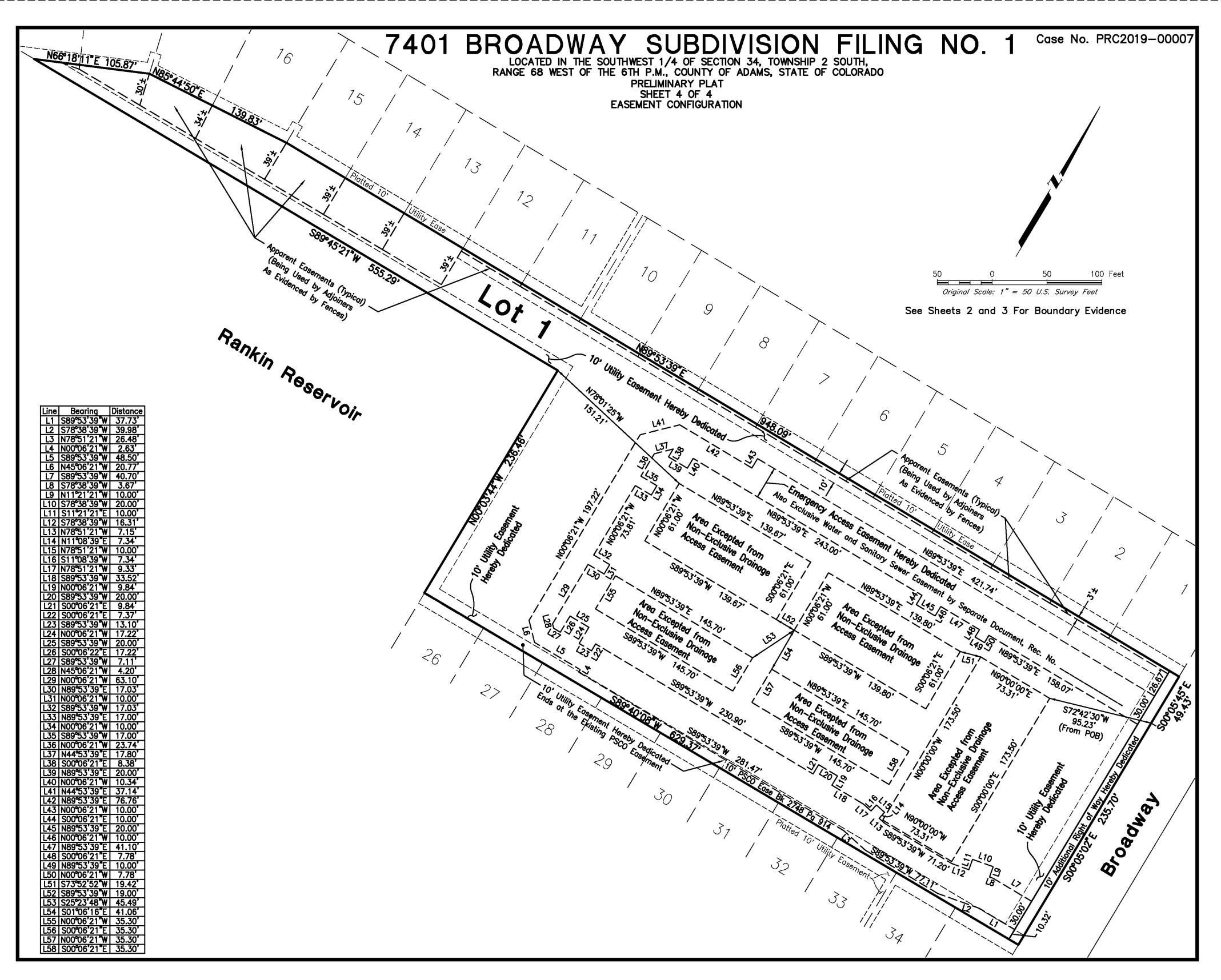
BY DEPUTY: ___

Preparation Date: July 01, 2020

RECEPTION NO.







SUBDIVISION IMPROVEMENTS AGREEMENT

THIS SUBDIVISION IMPROVEMENTS AGREEMENT (the "Agreement") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and The Housing Authority of the County of Adams, State of Colorado, d/b/a Maiker Housing Partners hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer is the sole member and manager of The Caraway GP LLC, a Colorado limited liability company (the "GP"), which is the general partner of The Caraway LLLP, a Colorado limited liability limited partnership (the "Partnership").

WHEREAS, Developer is the fee owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto (the "Property"), and by this reference made a part hereof, a portion of which, as described on Exhibit "B" attached hereto, Developer has or will lease to the Partnership pursuant to the terms and conditions of that certain Ground Lease.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated that Developer shall have entered into a written agreement with the County to install or cause to be installed public and/or private improvements, and to dedicate land for public purposes or right-of-way.

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

- 1. **Engineering Services**. Developer shall provide, or has provided, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "C" attached hereto, and by this reference made a part hereof.
- 2. **Drawings and Estimates**. Developer shall furnish or has furnished drawings and cost estimates for all improvements described and detailed on Exhibit "C" for approval by the County. Upon request, the Developer shall furnish, or cause to be furnished, one set of reproducible "as built" drawings and a final statement of construction costs to the County.
- 3. **Construction**. Developer shall, or shall cause the Partnership, to furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "C".
- 4. **Time for Completion**. Improvements shall be completed according to the terms of this Agreement within "construction completion date" appearing in Exhibit "C". The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "C". Any extension greater than 180 days shall be approved only by the Board of County Commissioners. All extensions of time shall be granted in written form only.
- 5. Guarantee of Compliance. Developer shall furnish to the County a letter of credit for the benefit of the County, to guarantee compliance with this Agreement. Said letter of credit shall be in the amount of Eight Hundred Thirty-Six Thousand One Hundred and Seventy-Nine Dollars (\$836,179) including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this Agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the letter of credit shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said letter of credit, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of preliminary acceptance.

No building permits shall be issued until said letter of credit is furnished in the amount required and in a form acceptable to the Board of County Commissioners and until the final plat has been approved.

No Certificate of Occupancy will be issued for any building until all of the public improvements described in Exhibit "C" have been completed and preliminarily accepted by the Public Works Department.

- 6. Acceptance and Maintenance of Public Improvements. All improvements designated "public" on Exhibit "C" shall be public facilities and become the property of the County or other public agencies upon preliminary acceptance. During the period of one year from and after the preliminary acceptance of public improvements, Developer shall, or shall cause the Partnership to, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the reasonable opinion of the County, becomes necessary. If, within ten days of written notice to Developer and the Partnership from the County requesting such repairs or replacements, the Developer has not undertaken, or caused to be undertaken, with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense which shall be drawn from the letter of credit described in section 5 above. In the case of an emergency such written notice may be waived.
- 7. Successors and Assigns. This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer and shall be deemed a covenant running with the Property. Notwithstanding the foregoing, this agreement shall automatically terminate upon Final Acceptance of the public improvements in accordance with Section 5-02-05-02 of the County's Development Standards and Regulations.
- 8. **Improvements and Dedication**. The undersigned Developer hereby agrees to, or cause the Partnership to, provide the following improvements, and to dedicate described property.

A. Improvements.

Public Improvements:

- (i) Drainage improvements consisting of storm water pipe, accompanying manholes, and below ground detention vaults.
- (ii) Street improvements on Broadway consisting of sidewalk, curb & gutter and ramps.

See Exhibit "C" for description, estimated quantities and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "C".

B. **Public dedication of land for right-of-way purposes or other public purpose**. Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to publicly dedicate the following described land for right-of-way or other public purposes:

10' of ROW for Broadway as depicted on that certain 7401 Broadway Subdivision Filing No. 1 dated ______, 2020.

[SIGNATURE PAGES TO FOLLOW]

Development Agreement Maiker Housing Partners 7401 BROADWAY SUBDIVISION Case No. PRC2019-00007

THE HOUSING AUTHORITY OF THE COUNTY OF ADAMS, COLORADO, D/B/A MAIKER HOUSING PARTNERS, a Colorado housing authority

By:_____

Name: Peter F. LiFari Title: Executive Director

STATE OF COLORADO)) ss. COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, ___, by Peter F. LiFari as the Executive Director of The Housing Authority of the County of Adams, State of Colorado, d/b/a Maiker Housing Partners, a Colorado housing authority.

Witness my hand and official seal.

My commission expires:

(SEAL)

Notary Public

A letter of credit to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$836,179. No building permits shall be issued until said letter of credit is furnished in the amount required and in a form acceptable to the Board of County Commissioners. No certificates of occupancy shall be issued until all of the public improvements described in Exhibit "C" have been completed and preliminarily accepted by the Public Works Department.

BOARD OF COUNTY COMMISSIONERS

ATTEST:

ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT A

Legal Description:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AS DETERMINED BY GNSS AND TERRESTRIAL OBSERVATIONS. SAID LINE BEARS NORTH 00°05'02" WEST RELATIVE TO THE COLORADO COORDINATE SYSTEM OF 1983, CENTRAL ZONE, AND IS MONUMENTED IN THE FIELD AS DESCRIBED HEREON.

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO BEAR NORTH 00°05'02" WEST;

THENCE SOUTH 89°44'34" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 30.00 FEET TO WESTERLY RIGHT-OF-WAY LINE OF BROADWAY, BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°05'02" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BROADWAY, A DISTANCE OF 235.70 FEET TO THE NORTHEAST CORNER OF LOT 35, BLOCK 4, WESTERN HILLS FILING NO. 1, AS RECORDED OCTOBER 7, 1954 IN PLAT BOOK 5, PAGE 36, FILE 10, MAP 82, RECEPTION NO. 430673;

THENCE SOUTH 89°40'08" WEST, A DISTANCE OF 629.37 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT LYING 1082.55 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH $00^{\circ}03'44"$ WEST ALONG SAID WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 236.46 FEET;

THENCE SOUTH 89°45'21" WEST ALONG THE NORTH LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 555.29 FEET;

THENCE ALONG THE SOUTH LINE OF BLOCK 5 OF SAID WESTERN HILLS FILING NO. 1 THE FOLLOWING THREE (3) COURSES:

1. NORTH 66°18'11" EAST, A DISTANCE OF 105.87 FEET;

2. NORTH 85°44'50" EAST, A DISTANCE OF 139.83 FEET;

3. NORTH $89^{\circ}53'39"$ EAST, A DISTANCE OF 948.09 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 5, WESTERN HILLS FILING NO. 1;

THENCE SOUTH 00°05'45" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BROADWAY, A DISTANCE OF 49.43 FEET TO THE POINT OF BEGINNING,

CONTAINING 205,239 SQUARE FEET, OR 4.7116 ACRES, MORE OR LESS,

EXHIBIT B

A parcel of land in the Southeast Quarter of the Southwest Quarter and in the Northeast Quarter of the Southwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, more particularly described as follows:

Bearings are based upon the east line of the Southeast Quarter of the Southwest Quarter of said Section 34. Said line bears North 00°05'02" West relative to the Colorado Coordinate System of 1983, Central Zone, and is monumented in the field at the north end by a 3.25" aluminum cap in a monument box stamped Adams County, LS 7276-1988 (Ernest Knight), and at the south end by a 3.25" aluminum cap in a monument box stamped Colo Dept Highways, LS 14157-1989 (David Steck);

Commencing at the northeast corner of said Southeast Quarter of the Southwest Quarter, and considering the east line of said Southeast Quarter of the Southwest Quarter to bear North 00°05'02" West;

Thence South 89°44'34" West along the north line of said Southeast Quarter of the Southwest Quarter, a distance of 40.00 feet, being the Point of Beginning;

Thence South 00°05'02" East, parallel with and 40.00 feet westerly of said east line of the Southeast Quarter of the Southwest Quarter, a distance of 235.71 feet; Thence South 89°40'08" West along the southerly line of Parcels D and A as described in Warranty Deed recorded January 2, 2015 at Reception No. 2015000000277, a distance of 619.37 feet; Thence North 00°03'44" West along the west line of the east half of said Southeast Quarter of the Southwest Quarter, a distance of 236.46 feet; Thence South 89°45'21" West along the north line of the west half of said Southeast Quarter of the Southwest Quarter, a distance of 131.29 feet; Thence North 00°06'21" West along the westerly line of Lot 12, Block 5, Western Hills Filing No. 1, as recorded October 7, 1954 in Plat Book 5, Page 36, File 10, Map 82, Reception No. 430673, extended southerly, a distance of 48.46 feet; Thence North 89°53'39" East, parallel with and 3.00 feet southerly of the south line of said Block 5, Western Hills Filing No. 1, a distance of 750.57 feet; Thence South $00^{\circ}05'45"$ East, parallel with and 40.00 feet westerly of the east line of said Northeast Quarter of the Southwest Quarter, a distance of 46.46 feet to the Point of Beginning,

containing 181,843 Square Feet, or 4.1745 Acres, more or less.

Exhibit C

7401 Broadway Public Improvements Broadway ROW and Stormwater Improvements

Item	Qty	Units	Unit Price	Total
12" RCP Storm	722	ft	\$95	\$68,590
18" RCP Storm	270	ft	\$101	\$27,270
24" RCP Storm	372	ft	\$119	\$44,268
Detention Vault A	1	ea	\$51,316	\$51,316
Detention Vault B	1	ea	\$103,000	\$103,000
Detention Vault C	1	ea	\$56,201	\$56,201
Detention Vault D	1	ea	\$116,780	\$116,780
Detention Vault E	1	ea	\$69,724	\$69,724
Storm Manhole in Easement	7	ea	\$5,050	\$35,350
Demo of Asphalt and Concrete in ROW	1664	sf	\$5	\$8,320
Concrete Sidewalk in ROW	1550	sf	\$7	\$10,850
Concrete Handicap Ramps at Broadway	4	ea	\$1,750	\$7,000
Subgrade Prep and Curb and Gutter at Broadway	290	lf	\$20	\$5,800
Subgrade Prep and Asphalt Patchback at Broadway	580	sf	\$50	\$29,000
SUBTOTAL				\$633,469
Administration - 20% of Total				\$126,694
Inflation Per Year - 5% of Total				\$76,016
TOTAL				\$ 836,179

Constructioin Completion Date: November 31st, 2021

Initials or signature of Developer

The Housing Authority of the County of Adams, State of Colorado, d/b/a Maiker Housing Partners

By: Peter F. LiFari Its: Executive Director Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

Development Review Team Comments

Date: 08/26/2019 Project Number: PRC2019-00007 Project Name: Unison Housing at 7401 Broadway – FDP, Final Plat, and SIA

Note to Applicant:

For submission of revisions to applications, a cover letter addressing each staff review comment must be provided. The cover letter must include the following information: restate each comment that requires a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is required. Please submit one paper copy of all materials and one thumb drive of all materials (revised and retained). These materials need to be dropped off and checked in by the E-Permit/OneStop Counter anytime Monday-Friday, 8 a.m.-4:30 p.m.

Commenting Division: Development Services, Planning **Name of Reviewer**: Libby Tart **Email**: Ltart-schoenfelder@adcogov.org / 720-523-6858

PLN1. REQUEST

a. A request to 1.) Create a Final Development Plan (FDP) for 116 multi-family units – 44 units within the existing building and 72 new units, 2.) create a Final Subdivision Plat to combine four parcels into one parcel and 3.) create a Subdivision Improvements Agreement (SIA) to finance the public improvements associated with the FDP/Final Plat.

PLN2. COMPREHENSIVE PLAN:

- a. Site is designated as Urban Residential. Per Imagine Adams County, "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."
- b. To promote Policy 1.1 of the Comprehensive Plan in supporting the balanced housing plan for future growth of the County.

PLN3. SITE LOCATION/ ZONING:

Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco

BOARD OF COUNTY COMMISSIONERS

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 Mary Hodge DISTRICT 5

- a. 7401 Broadway / Parcel #: 0171934300025, 0171934300026, 0171934300027, 0171934300028.
- b. The subject property received a rezone designation of PUD with the initial application for the PDP/Preliminary Plat.

PLN4. COMMENTS:

Overall Materials

a: In the written explanation of the project document, please revise the following:

• Respond to the requested code criteria and indicate how the application meets each:

b: Planning and Development fees are required with the Final Plat/FDP and must be submitted at the time of scheduling the public hearings. Please see the calculations in the attached spreadsheet.

Final Plat Criteria:

2-02-17-04-05 CRITERIA FOR APPROVAL

The Board of County Commissioners, in approving a final plat, shall find:

1. The final plat is consistent and conforms to the approved preliminary plat.

2. The final plat is in conformance with the subdivision design standards.

3. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.

4. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.

5. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.

6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.

7. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

Final Development Plan (FDP) Criteria:

2-02-10-04-05 CRITERIA FOR APPROVAL

The Board of County Commissioners in approving an FDP shall find:

1. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.

2. The FDP conforms to the P.U.D. standards.

3. The FDP is consistent with any approved PDP for the property.

4. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community and Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

Plat comments:

- 1. The applicant indicated that they wish to create an easement or tract for the fencing encroachment with the adjacent neighbors to the north. Please coordinate your efforts with our right-of-way specialist, Marissa Hillje, and submit this with your next submission.
- 2. As stated by the City of Thornton, please ensure the applicant submits construction drawings of the proposed water and sewer design along with a utility report per City of Thornton Standards and specifications. Construction of the water and sewer will need to be permitted through the City as well. Once Construction Drawings have been submitted for review, this site may require easements for the proposed water and sewer lines, to be determined upon submission and review of plans. Adams County will need reassurance from Thornton that this measure is complete in order to take the application to a public hearing before the Board of County Commissioners. It is a requirement of the Code Criteria for approval of an FDP.

FDP comments:

- 3. Label the signature blocks with the County Attorney's signature and signatures by the Planning Commission Chair and Board of County Commissioners Chair.
- 4. The previous total parking provided number for standard spaces was 174 and it appears an additional one was added to the FDP. Can you please clarify this is correct? If so, many thanks for finding additional space for parking!
- 5. It appears that the grand total of building area summary has decreased by 1,100 s.f. from the time of the PDP. Can the applicant clarify this as well?
- 6. Does the applicant wish to be flexible with the dog park v. general park area? Staff knows this was noted at the time of the PDP/Preliminary Plat hearing before the Board of County Commissioners.
- 7. What will the utility shed be used for? Will it be permanent on a foundation and require a building permit? Please provide a brief description.
- 8. Label the basketball court/flex parking area on the overall site plan.
- 9. Please label the bicycle parking area(s) on the overall site plan.
- 10. Label any fencing provided on the north side of the development.

11. Please provide the architectural elevations – preferably with a colored sheet as well but please provide the dimensions, building materials, and color palette on the sheet. Several sheets can be included since several buildings are proposed.

Commenting Division: Development Services, Engineering: Name of Review: Matthew Emmens Email: Memmens@adcogov.org / 720-523-6826

Construction documents are not yet approved - Resubmittal required.

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0603H), Federal Emergency Management Agency, January 20, 2016. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; a floodplain use permit will not be required.

ENG2: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is within the County's MS4 Stormwater Permit area. In the event that the disturbed area of the site exceeds 1 acre the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template and obtain both a County SWQ Permit and State Permit COR400000. The installation of erosion and sediment control BMPs is expected for any ground disturbance.

ENG3: LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS Section 9-01-03-14:

All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices such as:

1. On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater,

2. Minimization of Directly Connected Impervious Area (MDCIA),

3. Green Infrastructure (GI),

4. Preservation of natural drainage systems that result in the infiltration, evapo-transpiration or use of stormwater in order to protect water quality and aquatic habitat.

5. Use of vegetation, soils, and roots to slow and filter stormwater runoff.

6. Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.

7. Treatment of stormwater flows as close to the impervious area as possible.

LID shall be designed and maintained to meet the standards of these Regulations and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3.

ENG4: Sustainable Development Practices Section 3-27-06-05-07-08:

To the maximum extent practicable, new buildings are encouraged to incorporate one or more of the following features:

1. Opportunities for the integration of renewable energy features in the design of buildings or sites, such as: solar, wind, geothermal, biomass, or low-impact hydro sources;

2. Energy-efficient materials, including recycled materials that meet the requirements of these regulations;

3. Materials that are produced from renewable resources;

4. Low-Impact Development (LID) stormwater management features;

5. A green roof, such as a vegetated roof, or a cool roof;

6. Materials and design meeting the U.S. Green Building Council's LEED-NC certification requirements;

7. A greywater recycling system.

ENG5: 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. Engineering Review Fee, two (2) copies of all construction documents. The development review fee for an Engineering Review is dependent on the type of project and/or the size of the project. The Development Review fee can be found in the Development Services Fee Schedule, located on the following web page: http://www.adcogov.org/one-stop-customer-center.

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,

The applicant has submitted construction drawings/documents for this case. The construction documents are not yet approved.

ENG6: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of construction of an ADA compliant sidewalk along the property frontage and, replacement of any broken or damaged section of curb and gutter.

ENG7: The developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements. The SIA must be prepared and signed prior to scheduling of the final plat hearing before the BoCC.

ENG8: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept. ENG9: The developer is responsible for the repair or replacement of any broken or damaged County infrastructure.

ENG10: The developer is proposing to construct the sidewalk, along Broadway St, within the property boundary. The County would prefer that this sidewalk be located within a County owned Public Right-of-Way. If the sidewalk is to be located on private property, the developer must dedicate a public access easement to the County that encompasses the entire sidewalk.

Commenting Division: Public Works Name of Review: Gordon Stevens Email. <u>Gstevens@adcogov.org</u>/ 720-523-6965

Thank you for the opportunity to review this submittal. The Adams County Dept. of Public Works, Infrastructure Management, Construction Inspection Division offers the following comments:

1. It is unclear at this time whether a Subdivision Improvements Agreement (SIA) will be required for any additional Public Improvements, as all related facilities have been previously constructed. This agreement, if required, will have to be approved by the BoCC and any other related parties.

2. Any existing ADA Facilities that lie within the Public Right of Way that are currently out of compliance will have to be removed and replaced.

3. It is highly recommended that Unison Housing develop an emergency access point to the west of this site, preferably using the existing Right of Way Access Point on Bountiful Ct.

4. It is also recommended that additional measures be put in place to prevent future residents from circling around the site and using Bowie Ct. as an access.

5. Additional Traffic Crossing Signals/signage may be required to allow residents to safely cross the street into the school areas.

Again, thank you for the opportunity to review this submittal. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely, Gordon Stevens Construction Inspection Supervisor, Department of Public Works Infrastructure Management Division Commenting Division: Development Services, Right-of-Way Name of Review: Marissa Hillje Email. mhillje@adcogov.org/ 720-523-6837

ROW1: Add new case # to top right of each sheet- see redlines on plat.

ROW2: 6 ft easements are not shown- revise note on sheet 1

ROW3: Structures are not permitted in easements- What is the purpose of the blanket drainage easement.

ROW4: Easements should be granted to each property owner that is encroaching upon the lot. Easement agreements should be recorded and rec# shown on the plat.

ROW 5. See all other redlines on plat attached.

Commenting Division: Environmental Programs Manager Name of Review: Katie Keefe Email. Kkeefe@adcogov.org/ 720-523-6986

ENV1: Resubmittal required but no comments attached.

Commenting Division: Development Services Building and Safety Name of Review: Justin Blair Email: jblair@adcogov.org / 720-523-6843

BSD1- Building permits would be required. Engineered plans will be required to obtain permits.

BSD2- Applicant should refer to commercial and industrial submittal requirements.

BSD3- Current adopted codes are the 2018 International Building Codes and the 2017 National Electrical Code.

BSD4- Applicant should contact Fire Department for their requirements.

Name of Review: Donna George with Xcel Energy

303-571-3306/donna.l.george@xcelenergy.com

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the final development plan, final plat, and SIA for **Unison Housing at 7401 Broadway** and acknowledges the requested utility easements added to the plat.

PSCo requests that the <u>first sentence</u> of Note 9 is changed to: <u>Minimum ten-foot (10') wide dry</u> <u>utility easements are hereby dedicated on private property abutting all public streets, and</u> <u>around the perimeter of each commercial/industrial lot in the subdivision or platted area</u>.

The property owner/developer/contractor is reminded to complete the application process for any new natural gas or electric service, or modification to existing facilities via <u>xcelenergy.com/InstallAndConnect</u>. The Builder's Call Line is 1-800-628-2121.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

Donna George Right of Way and Permits Public Service Company of Colorado dba Xcel Energy Office: 303-571-3306 – Email: <u>donna.l.george@xcelenergy.com</u>

Name of Review: CGS

Colorado Geological Survey has reviewed the Unison Housing at 7401 Broadway final development plan and final plat referral. I understand the applicant proposes a 116-unit multi-family housing development on approximately 4.7 acres. CGS previously reviewed this project at rezoning from C-3 to PUD, preliminary subdivision plat and preliminary PUD (PRC2018-00012); comments were provided in a letter dated October 3, 2018.

The current Written Explanation of the Project (Unison, undated) states that stormwater will be managed onsite through at-grade and below-grade detention vaults, landscape swales, and rain gardens.

The site is underlain by colluvium consisting of sandy silt and clay, and interbedded sandstone, claystone, siltstone, shale and conglomerate of the Denver Formation. CGS is concerned about excessive wetting and drying of the site's expansive and possibly compressible soils and expansive claystone bedrock, and development of a perched water condition.

For the purpose of designing stormwater detention, the site soils and bedrock should be considered impervious and moisture sensitive. Therefore, the rain garden growing medium and filter layer should be underlain by an underdrain system designed to divert water away from all structures. If the rain gardens are non-infiltrating (fully isolated from site soils by properly installed and maintained impermeable geomembrane liner designed to restrict seepage, the filter layer is underlain by an underdrain as discussed above, and the detention pipes are not perforated or otherwise permeable), then CGS has no objection to the rain gardens and detention system as proposed.

However, if any component of the proposed system is an infiltrating BMP, consultation with a geotechnical engineer is required to evaluate the suitability of the site soils for the proposed system, identify potential impacts, and establish minimum distances between the BMP and structures.

Thank you for the opportunity to review and comment on this project. If you have questions or need additional review, please call me at (303) 384-2643, or e-mail <u>carlson@mines.edu</u>.

Sincerely, Jill Carlson, C.E.G. Engineering Geologist

Name of Review: Tri-County Health

Comment by Annemarie Heinrich

Email/Phone: aheinrich@tchd.org / 720-200-1585

Thank you for the opportunity to review and comment on the Final Development Plan and Final Plat for 116 multi-family housing units located in a former Adams County Human Services building at 7401 Broadway. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Attainable Housing

Access to safe, attainable housing is directly associated with positive physical and mental health outcomes and underlies one's ability to access jobs, food, medical services, and other essentials that are vital to well-being. Providing permanent supportive housing is an integral element of promoting health in our communities. TCHD commends the applicant for proposing this attainable housing community.

Community design to support physical activity

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network. TCHD supports community designs and amenities that encourage people to be active.

Safe and attractive pedestrian amenities:

Research shows that people are more likely to use pedestrian amenities when they are attractive and feel safe. One way to improve the feeling of safety is by providing pedestrian scale lighting.

Safe crossings of driveways and streets:

TCHD commends the applicant for including crosswalks where pedestrian sidewalks cross internal site drive lanes as these pedestrian crossing may not be easily visible to drivers since it is not at a street intersection.

Onsite Bicycle Amenities:

TCHD commends the applicant for incorporating bicycle parking for residents of the building and visitors.

Connection to nearby bus stop or transit station:

It appears that the subject property is adjacent to the Broadway and Bowie Court bus stop. Since research has shown that people who use transit regularly gain tremendous health benefits, TCHD commends the applicant for providing a safe and direct sidewalk connection to the transit stop.

Playgrounds:

Active play is a critical component for encouraging physical activity in children. TCHD commends the applicant for providing a playground in the community design.

Community Design to Support Community Connection

The way communities are designed can influence mental health and social connections. By providing community amenities, social interaction is supported, and residents can build social capital which has known positive health effects. The incorporation of features like landscaping and green space can also reduce stress and promote positive psychological benefits. Because of this, TCHD encourages community designs that incorporate green space and common areas. TCHD commends the applicant for providing common green space, and amenities such as the grill areas and playgrounds in the design.

Healthy building design standards

Building design can impact health in several ways including through the materials used and the amount of volatile organic compounds (VOCs) or other harmful chemicals that they contain, the air and water quality, the amount of daylight available, and even by encouraging physical activity and social interaction. TCHD encourages the applicant to consider incorporating design standards into the development to ensure a health-promoting environment. The applicant could pursue building certifications such as LEED, WELL Building Standard, Certified Healthy, or Living Building Challenge.

Radon

Radon is a naturally occurring radioactive gas that is present at high levels in all parts of Colorado due to the presence of uranium in the soil. Radon can enter homes and long-term exposure causes lung cancer. In order to prevent radon from infiltrating the home, TCHD recommends designing new homes so that they are radon resistant. This includes laying a barrier beneath the flooring system, installing a gas-tight venting pipe from the gravel level through the roof, and sealing and caulking the foundation thoroughly. More information regarding radon and radon-resistant construction techniques can be found here: https://www.epa.gov/radon/building-new-home-have-you-considered-radon.

Mosquito Control - Stormwater Facilities

The site plan indicates that detention ponds are proposed. Detention ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here http://www.tchd.org/276/Mosquitoes-West-Nile-Virus. A guidance document is attached.

Stormwater Impacts on Nearby Waterway

Development of this type could potentially result in an increase of stormwater and snowmelt runoff that may contribute significant pollutant loadings to waterways. These pollutants include bacteria, nutrients, metals, and oxygen consuming contaminants.

Stormwater management is important for improving water quality and preventing flooding and erosion. A number of Best Management Practices (BMPs) can be utilized that can reduce pollutant loadings from development into waterways. For post-construction runoff, the Urban Drainage and Flood Control District (UDFCD) Drainage Criteria Manual recommends methods that are called "minimizing directly connected impervious areas" that include reducing paved areas, using porous pavements and grass swales. These BMPs both improve water quality and limit the volume of water that must be retained/detained in ponds; and they can also reduce the potential for mosquito breeding conditions. We encourage the applicant to follow UDFCD's design hierarchy.

Rain gardens can reduce runoff and flooding, and filter pollutants carried in stormwater runoff. TCHD commends the applicant for providing storm water management through several rain gardens throughout the development.

Sun Safety for Outdoor Common and Gathering Areas

Skin cancer is the most common cancer in the United States. Colorado has the 5th highest death rate from melanoma, the deadliest form of skin cancer. A leading risk factor for skin cancer is exposure to ultraviolet rays (UV) from the sun. Seeking shade when outside is one of the best ways to prevent overexposure to UV rays. TCHD recommends the use of shade in common areas like courtyards, patios and play areas through the planting of trees or physical shade structures. It is important that shade structures and appropriate landscaping are considered early in the design process so that they can be incorporated well into the overall site plan. These considerations optimize the opportunity for people to shield themselves from the sun and reduce their risk of skin cancer. TCHD recommends the applicant provide shade in the outdoor common areas on the development.

Dog Park Wastes

Proper management of animal wastes such as dog feces associated with dog parks is essential to prevent nuisance condition such as odor, and attraction of vectors insects and rodents. We recommend that the applicant create a Waste Management Plan that indicates how animal waste will be managed. As a part of the plan, we strongly recommend that amenities to pick up and dispose of dog waste are available throughout the dog park and that solid wastes associated with the dog park be regularly picked up, bagged and disposed in a sanitary landfill. TCHD commends the applicant for providing multiple dog waste stations throughout the development.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions about TCHD's comments.

Sincerely, Kathy Boyer, REHS Land Use and Built Environment Specialist III

Tri-County Health Department Guidance for Preparation of Mosquito Control Plan

A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. Activities that will be undertaken to prevent mosquito breeding conditions

This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a

period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

□ Design review – Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.

□ Operation and maintenance activities:

This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.

□ Regular inspections:

Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.

□ Larvacide program:

Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.

Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

For Technical Assistance - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at mdeatric@tchd.org.

Name of Review: City of Thornton

The City of Thornton has the following comments regarding the multi-family development and plat at 7401 Broadway. Based on the response to the comments below, the City of Thornton may have additional comments or request for information.

Development Engineering

This site is served by City of Thornton water and sewer. The applicant will need to submit construction drawings of the proposed water and sewer design along with a utility report per City of Thornton Standards and specifications. Construction of the water and sewer will need to be permitted through the City as well. Once Construction Drawings have been submitted for review, this site may require easements for the proposed water and sewer lines, to be determined upon submission and review of plans.

END OF COMMENTS

Please contact me at 303-538-7301, or via e-mail at Sadie.Naglich@cityofthornton.net for updates and/or questions related to this response.

Sincerely, Sadie Naglich Planner I

Name of Review: CDOT

Comment by Steve Loeffler Email/Phone: <u>steven.loeffler@state.co.us</u> / 303-757-9891

I have reviewed the referral for Unison Housing at 7401 Broadway which is proposing 116 multi-family units on 4.71 acres and a Final Plat to combine four parcels into one lot on 4.71 acres and have no objections.

Thank you for the opportunity to review this referral. Steve Loeffler Permits Unit- Region 1

Name of Review: Colorado Division of Water Resources

Comment by Joanna Williams/Ioana Comaniciu Phone: 303-866-3581x8246

It does not appear that any additional information was provided on the water supply plan from what was reviewed and commented on in our September 25, 2018 letter, which is attached. Therefore, please refer to our September 25, 2018 letter for our comments. If you have any specific questions regarding the subdivision water supply plan, please contact us.

Regards, Joanna We have reviewed the additional information provided on the above referenced proposal to rezone the property comprised of 4.7116 acres and located at 7401 Broadway Street, Denver from Commercial-3 (C- 3) to Planned Unit Development (PUD); create a preliminary subdivision plat to combined four parcels into one parcel; and create a PUD to develop 116 multi -family units (44 units with the existing building and 72 new units). This office previously provided comments to the rezoning application by our letter dated September 17, 2018.

Water Demand

A Water Supply Information Summary Sheet was not submitted with the additional information therefore, the water supply demand for this development is unknown.

Source of Water

The proposed water source is the City of Thornton (" Thornton"). Currently Thornton provides water and sewer services to the existing office building on the property. A letter of commitment for service from Thornton dated September 12, 2018 was provided to this office on September 18, 2018.

According to that letter Thornton confirms that currently there is adequate capacity in the City of Thornton water and wastewater system to serve up to 116 multi -family units. The extension of Thornton's water and wastewater mains and service connections necessary to serve this property will be installed at the expense of the property owner/ developer. The expansion of service is also contingent upon agreement between Thornton and Unison Homes regarding the future use of Thornton's owned vacant property to the west of the property that is subject to this development.

As described in our previous letter and according to an April 5, 2018 letter, Thornton has numerous water rights that divert from the South Platte River and Clear Creek as well as transmountain and native rights from the Cache la Poudre River. They also operate several reservoirs along the South Platte River that are utilized to store and regulate these water rights. According to the letter, the Clear Creek and South Platte water

rights provide an annual firm yield of approximately 32,500 acre-feet. In addition, they are currently working on a project to transport their Cache la Poudre rights to Thornton. Once this project is complete Thornton estimates an annual firm yield of approximately 51,000 acre-feet total.

In 2017, Thornton's total annual demand was approximately 25,000 acre-feet and the estimated annual demand for all existing commitments within Thornton's service area is 30,000 acre-feet.

State Engineer's Office Opinion

Based upon the above and pursuant to Section 30-28-136(1)(h)(1) and Section 30-28-136(1) (h)(11), C. R. S., it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights as long as the City of Thornton provides water taps to the proposed 116 multi-family units.

Should you have any questions, please contact loana Comaniciu of this office at 303-866-3581 x8246.

Name of Review: Mapleton Public Schools

Comment by Mike Crawford Email/Phone: <u>crawfordm@mapleton.us/</u> 303-853-1050

To the Adams County Department of Community and Economic Development:

Please accept these comments for consideration regarding Unison Housing's final development plan, case number PRC2019-00007. Upon review of the "written explanation of the project" provided with the request for comment, Mapleton remains concerned about the lack of adequate parking and amenities, as well as the overall traffic congestion the development will bring to the area. While the parking formula may be adequate to comply with Adams County guidelines, Mapleton has reservations that limited parking will create undue strain on our ability to maintain positive neighbor relations should Unison residents use school property for overflow parking. Although we think the shared courtyard with children's play areas, BBQ/picnic areas and garden beds provide some improvement to the overall plan, the concerns originally submitted on 10/4/18 remain. Therefore, we wish to resubmit our concerns. Please see the comments submitted on 10.4.18 below:

From: Mike Crawford Sent: Thursday, October 4, 2018 2:39 PM To: 'ltart-schoenfelder@adcogov.org' <ltart-schoenfelder@adcogov.org> Cc: Charlotte Ciancio <Charlotte@mapleton.us>; Dave Sauer <sauerd@mapleton.us> Subject: Comments RE: Unison Housing at 7401 Broadway, PRC2018-00012

To the Adams County Planning Commission:

Please accept these comments for consideration regarding the proposed Unison Housing development at 7401 Broadway, case number PRC2018-00012. While Mapleton Public Schools is committed to serving all students that reside within the District boundaries and we understand the need for more affordable housing in Adams County, the District is concerned about the proposed location of this new development.

The proposed development site is located in the most economically impacted area of our District. In particular, there is one large apartment complex located within only a few hundred yards of the proposed development with a very high concentration of families living in poverty. Some compelling research has indicated that when students of different socio-economic backgrounds are integrated into shared learning environments; all students experience accelerated learning. Research also suggests that when large concentrations of families residing in low income housing are grouped together in a homogenous environment, they experience higher rates of behavioral, physical health and learning challenges. The preference of Mapleton Public Schools would be for a low-income housing development to be located farther north within the district and/or the County where there is greater access to services and community resources. The location currently proposed is surrounded by highway infrastructure with limited access to quality groceries, libraries, employment services, low income medical providers and recreation facilities. County services such as food assistance, mental health services and employment assistance have moved out of the area to a northeast part of Adams County.

Should the housing development be approved, Mapleton Public Schools would strongly advocate that the development plan includes adequate amenities to support the success of the families that will reside within the development. Safe and viable recreation options such as parks, playgrounds, recreational facilities and organized activities for teens will be a critical piece of the overall development plan if we expect families to thrive in this development. Adequate parking will also be important. The proposed development plans currently do not include sufficient amenities.

We are committed to the success of all students in the District. Please contact me should you have any questions.

Mike Crawford

Deputy Superintendent Mapleton Public Schools 7350 N. Broadway Denver, CO 80221 (303) 853-1050

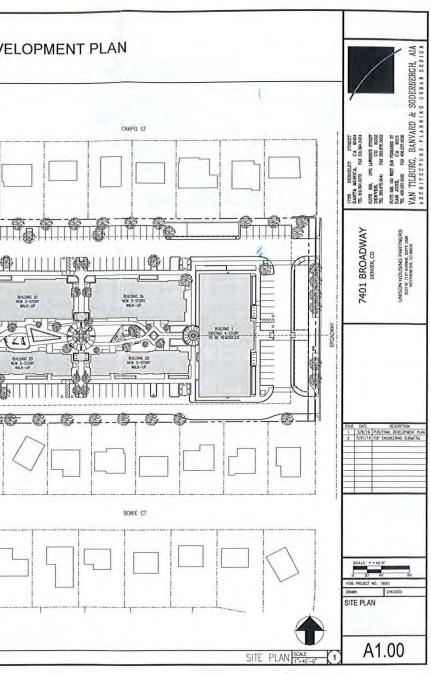
Neighborhood Comment:

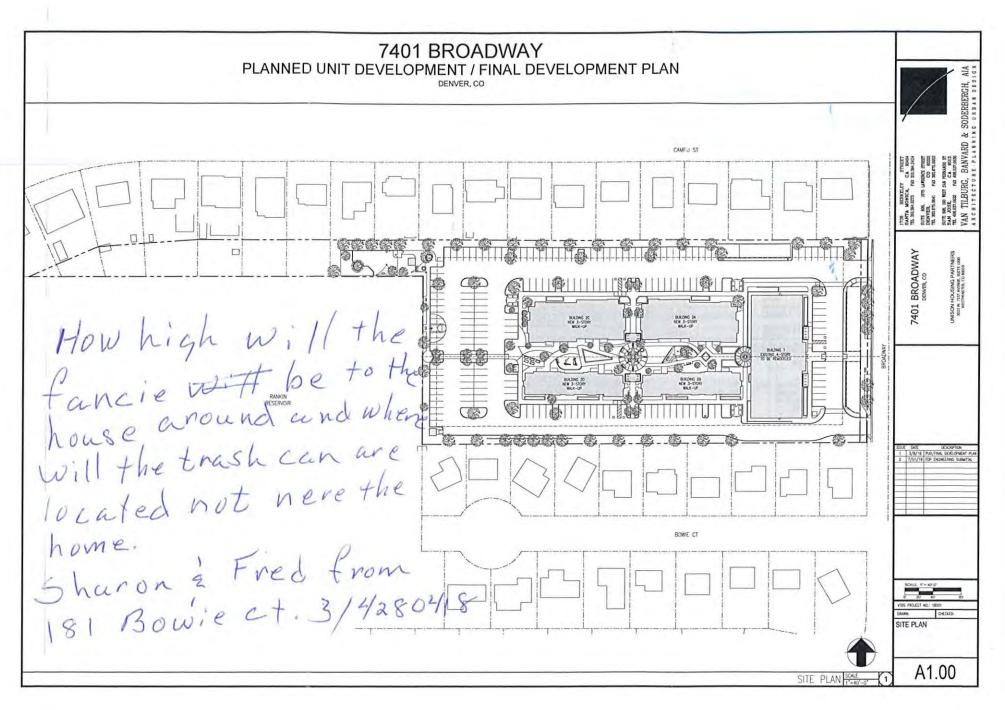
1. I received a notice in the mail that Unison Housing Partners wants to put affordable multifamily housing. I recently bought my first home in this proposed project neighborhood before I had heard any plans about this. We actually saved up for a while so that we could afford to move away from the affordable housing by our old home. We are trying to start a family very soon, hoping to have a few kids, and we were hoping to raise them in this nice quiet neighborhood. I worry if this affordable housing goes up it right next to us it might impact the safety, peace of mind, and solitude of our current neighborhood. I would 100% not like to see this land turned into affordable housing. We saved for a long time to be able to buy a house in this area to invest in our future and I'm worried this affordable housing will bring down the value of the area and mess with our families plans and investment.

Thanks, Kevin

2. See the attached .pdf for the Neighborhood Comment #2.

7401 BROADWAY PLANNED UNIT DEVELOPMENT / FINAL DEVELOPMENT PLAN DENVER, CO Are they going to put a wall on the back side for they will be going into the hak even and reople yard's and may couse fire. How high will the wall's be Fred Sailas Bowie ct. Would like to stay uncorp Adams county





Case Name: Sample Urban PLD Calculations / 4-22-2004 Values	
Case Number: PRC2019-00007 Unison FDP/Final Plat	
Multi-Family Attached/Apartments (R-3, R-4)	
Number of Units=	116
Population generated=	233
Student population generated=	22.62
School Acreage Needed=	0.58812
Neighborhood Park Acreage Needed=	1.74
Regional Park Acreage Needed=	1.16
Total Acres of PLD Needed=	3.48812
Land Value per acre=	\$53,840.00
PLD Fee in lieu=	\$187,800.38
Deposits:	
School District { } Account=	\$31,664.38
Neighborhood Parks Account (by School District)=	\$93,681.60
Regional Parks Account=	\$62,454.40

From:	Loeffler - CDOT, Steven
То:	Libby Tart-Schoenfelder
Subject:	PRC2019-00007, Unison Housing at 7401 Broadway
Date:	Wednesday, August 14, 2019 10:32:44 AM

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

I have reviewed the referral for Unison Housing at 7401 Broadway which is proposing 116 multi-family units on 4.71 acres and a Final Plat to combine four parcels into one lot on 4.71 acres and have no objections.

Thank you for the opportunity to review this referral.

Steve Loeffler Permits Unit- Region 1

?

P 303.757.9891 | F 303.757.9886 2829 W. Howard PI. 2nd Floor, Denver, CO 80204 <u>steven.loeffler@state.co.us</u> | <u>www.codot.gov</u> | <u>www.cotrip.org</u>

From:	Jill Carlson
To:	Libby Tart-Schoenfelder
Subject:	CGS review: Unison Housing at 7401 Broadway FDP and Final Plat (PRC2019-00007)
Date:	Friday, August 9, 2019 2:56:25 PM
Attachments:	AD-19-0008 2 7401 Broadway Redevelopment PRC2019-00007 (was PRC2018-00012).pdf

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

Hi Libby,

Colorado Geological Survey's review of the Unison Housing at 7401 Broadway FDP and final plat referral (PRC2019-00007) is attached.

Please call or email if you have questions or need further review.

Thanks,

Jill

Engineering geologist Land Use Review Program <u>Colorado Geological Survey</u> 1801 Moly Road (<u>map</u>) Golden, CO 80401 carlson@mines.edu 303-384-2643

1801 Molv Road Golden, Colorado 80401



Karen Berry

State Geologist

August 9, 2019

Libby Tart, AICP Adams County Community and Economic Development 4430 S. Adams County Parkway, Suite W2000A Brighton, CO 80601

Location: SW Section 34, T2S, R68W of the 6th P.M. 39.8306, -104.9879

Subject: Unison Housing at 7401 Broadway – Final Development Plan and Final Plat Case No. PRC2019-00007, Adams County, CO; CGS Unique No. AD-19-0008 2

Dear Ms. Tart-Schoenfelder:

Colorado Geological Survey has reviewed the Unison Housing at 7401 Broadway final development plan and final plat referral. I understand the applicant proposes a 116 unit multi-family housing development on approximately 4.7 acres. CGS previously reviewed this project at rezoning from C-3 to PUD, preliminary subdivision plat and preliminary PUD (PRC2018-00012); comments were provided in a letter dated October 3, 2018.

The current Written Explanation of the Project (Unison, undated) states that stormwater will be managed onsite through at-grade and below-grade detention vaults, landscape swales, and rain gardens.

The site is underlain by colluvium consisting of sandy silt and clay, and interbedded sandstone, claystone, siltstone, shale and conglomerate of the Denver Formation. CGS is concerned about excessive wetting and drying of the site's expansive and possibly compressible soils and expansive claystone bedrock, and development of a perched water condition.

For the purpose of designing stormwater detention, the site soils and bedrock should be considered impervious and moisture-sensitive. Therefore, the rain garden growing medium and filter layer should be underlain by an underdrain system designed to divert water away from all structures. If the rain gardens are non-infiltrating (fully isolated from site soils by properly installed and maintained impermeable geomembrane liner designed to restrict seepage, the filter layer is underlain by an underdrain as discussed above, and the detention pipes are not perforated or otherwise permeable), then CGS has no objection to the rain gardens and detention system as proposed.

However, if any component of the proposed system is an infiltrating BMP, consultation with a geotechnical engineer is required to evaluate the suitability of the site soils for the proposed system, identify potential impacts, and establish minimum distances between the BMP and structures.

Thank you for the opportunity to review and comment on this project. If you have questions or need additional review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

Jill Carlson, C.E.G. Engineering Geologist

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

Hi Libby,

The attachment you sent last Tuesday was blocked (I don't think we can receive zip files), and the documents on the Adams County Current Land Use Cases page are from the July resubmittal.

Can I send you a Dropbox file request for the current referral documents? If yes, here is a link: <u>https://www.dropbox.com/request/NF0UlhTlNuzm3k6sykxa</u>

Or any other way you can get the resubmittal documents to me for review is fine.

Thank you! Jill Carlson

Engineering geologist Land Use Review Program <u>Colorado Geological Survey</u> 1801 Moly Road (<u>map</u>) Golden, CO 80401 carlson@mines.edu 303-384-2643

From: Gordon Stevens <GStevens@adcogov.org>

Sent: Tuesday, October 22, 2019 3:22 PM

To: Libby Tart <LTart@adcogov.org>; Matthew Emmens <MEmmens@adcogov.org>; Katie Keefe
<KKeefe@adcogov.org>; Justin Blair <jblair@adcogov.org>; 'George, Donna L'
<Donna.L.George@xcelenergy.com>; Jill Carlson <carlson@mines.edu>; Kathleen Boyer
<kboyer@tchd.org>; Sadie.Naglich@cityofthornton.net <Sadie.Naglich@cityofthornton.net>;
Williams - DNR, Joanna <joanna.williams@state.co.us>; Comaniciu - DNR, Ioana
<ioana.comaniciu@state.co.us>; Mike Crawford <crawfordm@mapleton.us>
Cc: Monica Lovato-Ramirez <MLovato-Ramirez@adcogov.org>; Brian Staley
<Bstaley@adcogov.org>; David Rausch <DRausch@adcogov.org>; Russell Nelson
<RNelson@adcogov.org>
Subject: [External] RE: PRC2019-00007 Unison at 7401 Broadway Final Plat and FDP

Good Afternoon Libby,

Attached above are the previous comments made by Public Works on July 31, 2019. As the site has not substantially changed, we off no further comment.

Sincerely,

Gordon Stevens Construction Inspection Supervisor, Department of Public Works Infrastructure Management Division ADAMS COUNTY, COLORADO 4430 So, Adams County Parkway, 1st Floor, Suite W2000B Brighton, CO 80601-8218 O: 720-523-6965 | gstevens@adcogov.org, www.adcogov.org C: 303-947-9633

-----Original Message-----From: Libby Tart Sent: Tuesday, October 22, 2019 1:05 PM To: Matthew Emmens <MEmmens@adcogov.org>; Gordon Stevens <GStevens@adcogov.org>; Katie Keefe <KKeefe@adcogov.org>; Justin Blair <jblair@adcogov.org>; 'George, Donna L' <Donna.L.George@xcelenergy.com>; Jill Carlson <carlson@mines.edu>; Kathleen Boyer <kboyer@tchd.org>; Sadie.Naglich@cityofthornton.net; Williams - DNR, Joanna <joanna.williams@state.co.us>; Comaniciu - DNR, Ioana <ioana.comaniciu@state.co.us>; Mike Crawford <crawfordm@mapleton.us> Subject: PRC2019-00007 Unison at 7401 Broadway Final Plat and FDP

Hello all - Attached is the second submission for the PRC2019-00007 Unison at 7401 Broadway case. Please send your comments along to ltart@adcogov.org on or before Tuesday, November 5, 2019.

Thanks so much!

Sincerely, Libby

Libby Tart, AICP Senior Long Range Planner, Community and Economic Development Department ADAMS COUNTY, COLORADO 4430 S. Adams County Parkway, 1st Floor, Suite W2000A Brighton, CO 80601 O: 720.523.6858 | General Line: 720.523.6800 ltart@adcogov.org | www.adcogov.org

From:	Jill Carlson
To:	Libby Tart
Subject:	Re: [External] RE: PRC2019-00007 Unison at 7401 Broadway Final Plat and FDP
Date:	Thursday, October 31, 2019 9:00:37 AM

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

Thanks Libby!

Engineering geologist Land Use Review Program <u>Colorado Geological Survey</u> 1801 Moly Road (<u>map</u>) Golden, CO 80401 carlson@mines.edu 303-384-2643

From: Libby Tart <LTart@adcogov.org>
Sent: Thursday, October 31, 2019 8:59 AM
To: Jill Carlson <carlson@mines.edu>
Subject: RE: [External] RE: PRC2019-00007 Unison at 7401 Broadway Final Plat and FDP

Hello Jill – I just placed the files in your dropbox so hopefully you can review them now! It was such a large document that they submitted that I pared it down from 350 sheets to 40ish. I also included their will-serve letter from Thornton that was received a few days after I sent the referral out.

Thanks! Libby

Libby Tart, AICP

Senior Long Range Planner, *Community and Economic Development Department* ADAMS COUNTY, COLORADO 4430 S. Adams County Parkway, 1st Floor, Suite W2000A Brighton, CO 80601 0: 720.523.6858 | General Line: 720.523.6800 Itart@adcogov.org | www.adcogov.org

From: Jill Carlson <carlson@mines.edu>
Sent: Tuesday, October 29, 2019 1:49 PM
To: Libby Tart <LTart@adcogov.org>
Subject: Re: [External] RE: PRC2019-00007 Unison at 7401 Broadway Final Plat and FDP

Please be cautious: This email was sent from outside Adams County Hi Libby, The attachment you sent last Tuesday was blocked (I don't think we can receive zip files), and the documents on the Adams County Current Land Use Cases page are from the July resubmittal.

Can I send you a Dropbox file request for the current referral documents? If yes, here is a link: <u>https://www.dropbox.com/request/NF0UlhTlNuzm3k6sykxa</u>

Or any other way you can get the resubmittal documents to me for review is fine.

Thank you! Jill Carlson

Engineering geologist Land Use Review Program <u>Colorado Geological Survey</u> 1801 Moly Road (<u>map</u>) Golden, CO 80401 <u>carlson@mines.edu</u> 303-384-2643

From: Gordon Stevens < GStevens@adcogov.org >

Sent: Tuesday, October 22, 2019 3:22 PM

To: Libby Tart <<u>LTart@adcogov.org</u>>; Matthew Emmens <<u>MEmmens@adcogov.org</u>>; Katie Keefe <<u>KKeefe@adcogov.org</u>>; Justin Blair <<u>jblair@adcogov.org</u>>; 'George, Donna L' <<u>Donna.L.George@xcelenergy.com</u>>; Jill Carlson <<u>carlson@mines.edu</u>>; Kathleen Boyer <<u>kboyer@tchd.org</u>>; <u>Sadie.Naglich@cityofthornton.net</u> <<u>Sadie.Naglich@cityofthornton.net</u>>; Williams - DNR, Joanna <<u>joanna.williams@state.co.us</u>>; Comaniciu - DNR, Ioana <<u>ioana.comaniciu@state.co.us</u>>; Mike Crawford <<u>crawfordm@mapleton.us</u>> **Cc:** Monica Lovato-Ramirez <<u>MLovato-Ramirez@adcogov.org</u>>; Brian Staley <<u>BStaley@adcogov.org</u>>; David Rausch <<u>DRausch@adcogov.org</u>>; Russell Nelson <<u>RNelson@adcogov.org</u>> **Subject:** [External] RE: PRC2019-00007 Unison at 7401 Broadway Final Plat and FDP

Good Afternoon Libby,

Attached above are the previous comments made by Public Works on July 31, 2019. As the site has not substantially changed, we off no further comment.

Sincerely,

Gordon Stevens Construction Inspection Supervisor, Department of Public Works Infrastructure Management Division ADAMS COUNTY, COLORADO 4430 So, Adams County Parkway, 1st Floor, Suite W2000B Brighton, CO 80601-8218 O: 720-523-6965 | <u>gstevens@adcogov.org</u>, <u>www.adcogov.org</u> C: 303-947-9633

-----Original Message-----From: Libby Tart Sent: Tuesday, October 22, 2019 1:05 PM To: Matthew Emmens <<u>MEmmens@adcogov.org</u>>; Gordon Stevens <<u>GStevens@adcogov.org</u>>; Katie Keefe <<u>KKeefe@adcogov.org</u>>; Justin Blair <<u>jblair@adcogov.org</u>>; 'George, Donna L' <<u>Donna.L.George@xcelenergy.com</u>>; Jill Carlson <<u>carlson@mines.edu</u>>; Kathleen Boyer <<u>kboyer@tchd.org</u>>; <u>Sadie.Naglich@cityofthornton.net</u>; Williams - DNR, Joanna <<u>joanna.williams@state.co.us</u>>; Comaniciu - DNR, Ioana <<u>ioana.comaniciu@state.co.us</u>>; Mike Crawford <<u>crawfordm@mapleton.us</u>> Subject: PRC2019-00007 Unison at 7401 Broadway Final Plat and FDP

Hello all - Attached is the second submission for the PRC2019-00007 Unison at 7401 Broadway case. Please send your comments along to <u>ltart@adcogov.org</u> on or before Tuesday, November 5, 2019.

Thanks so much!

Sincerely, Libby

Libby Tart, AICP Senior Long Range Planner, Community and Economic Development Department ADAMS COUNTY, COLORADO 4430 S. Adams County Parkway, 1st Floor, Suite W2000A Brighton, CO 80601 O: 720.523.6858 | General Line: 720.523.6800 <u>ltart@adcogov.org</u> | <u>www.adcogov.org</u>

From:	Sadie Naglich
To:	Libby Tart-Schoenfelder
Cc:	Cassie Free; Brian Garner
Subject:	RE: PRC2019-00007 Unison Housing at 7401 Broadway - FDP and Final Plat
Date:	Thursday, August 15, 2019 3:07:49 PM
Attachments:	City of Thornton Comments.doc
	City of Thornton Comments.pdf

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

Good Afternoon Libby,

Please see attached for comments on the Unison Housing at 7401 Broadway project from Thornton.

Best,

Sadie Naglich

Planner I 9500 Civic Center Drive, Thornton, CO 80229 P: 303.538.7301 | E: <u>Sadie.Naglich@cityofthornton.net</u>



From: Libby Tart-Schoenfelder <LTart-Schoenfelder@adcogov.org>
Sent: Thursday, July 25, 2019 2:27 PM
Subject: [EXTERNAL] PRC2019-00007 Unison Housing at 7401 Broadway - FDP and Final Plat Importance: High

Hello all – Attached is a request for comment for a Final Development Plan (FDP) and Final Plat for a 116-unit multi-family housing development on 4.71 acres. Comments are due to myself on or before end of day on **Friday, August 16, 2019**. If you have any questions, or need additional information (the engineering documents are 200+ pages – happy to email them over but did not include them in this attachment), please contact me below, preferably via email.

Many thanks!

Sincerely, Libby

Libby Tart, AICP

Senior Long Range Planner, *Community and Economic Development Department* ADAMS COUNTY, COLORADO 4430 S. Adams County Parkway, 1st Floor, Suite W2000A Brighton, CO 80601 0: 720.523.6858 | General Line: 720.523.6800 Itart-schoenfelder@adcogov.org | www.adcogov.org [adcogov.org]



City Hall 9500 Civic Center Drive Thornton, Colorado 80229-4326 City Development Department 303-538-7295 FAX 303-538-7373 www.cityofthornton.net

August 15, 2019

Department of Community and Economic Development Libby Tart 4430 South Adams County Pkwy, Ste. W2000A Brighton, CO 80601-8216

RE: Unison Housing at 7401 Broadway – PRC2019-00007 – Final Development Plan for 116 multi-family units on 4.17 acres, and a Final Plat to combine four parcels into one lot on 4.71 acres.

Ms. Tart:

The City of Thornton has the following comments regarding the multi-family development and plat at 7401 Broadway. Based on the response to the comments below, the City of Thornton may have additional comments or request for information.

Development Engineering

This site is served by City of Thornton water and sewer. The applicant will need to submit construction drawings of the proposed water and sewer design along with a utility report per City of Thornton Standards and specifications. Construction of the water and sewer will need to be permitted through the City as well. Once Construction Drawings have been submitted for review, this site may require easements for the proposed water and sewer lines, to be determined upon submission and review of plans.

END OF COMMENTS

Please contact me at 303-538-7301, or via e-mail at Sadie.Naglich@cityofthornton.net for updates and/or questions related to this response.

Sincerely,

Juli nagti

Sadie Naglich Planner I

cc: <u>Ltart-schoenfelder@adcogov.org</u> Brian Garner, Current Planning Manager Cassie Free, Development Engineering Manager

From:	<u>Williams - DNR, Joanna</u>
То:	Libby Tart-Schoenfelder
Subject:	Re: PRC2019-00007 Unison Housing at 7401 Broadway - FDP and Final Plat
Date:	Monday, July 29, 2019 7:48:25 AM
Attachments:	PRC2019-00007.pdf

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

Good Morning Libby,

It does not appear that any additional information was provided on the water supply plan from what was reviewed and commented on in our September 25, 2018 letter, which is attached. Therefore please refer to our September 25, 2018 letter for our comments. If you have any specific questions regarding the subdivision water supply plan please contact us. Regards, Joanna

On Thu, Jul 25, 2019 at 2:32 PM Libby Tart-Schoenfelder <<u>LTart-Schoenfelder@adcogov.org</u>> wrote:

Hello all – Attached is a request for comment for a Final Development Plan (FDP) and Final Plat for a 116-unit multi-family housing development on 4.71 acres. Comments are due to myself on or before end of day on **Friday, August 16, 2019**. If you have any questions, or need additional information (the engineering documents are 200+ pages – happy to email them over but did not include them in this attachment), please contact me below, preferably via email.

Many thanks!

Sincerely,

Libby

Libby Tart, AICP

Senior Long Range Planner, Community and Economic Development Department

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601

0: 720.523.6858 | General Line: 720.523.6800

ltart-schoenfelder@adcogov.org | www.adcogov.org

Joanna Williams, P.E. Water Resource Engineer



P 303.866.3581 x 8265 1313 Sherman Street, Room 821, Denver, CO 80203 Joanna.Williams@state.co.us | www.colorado.gov/water From:Comaniciu - DNR, IoanaTo:Libby TartSubject:Re: PRC2019-00007 Unison at 7401 Broadway Final Plat and FDPDate:Wednesday, October 30, 2019 1:54:13 PMAttachments:Unison at 7401 Broadway FP.pdf

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

Hello Ms. Tart,

Attached is the State Engineer's Office comment letter on Unison Housing at 7401 Broadway, final plat. Sincerely,

Ioana Comaniciu, P.E. Water Resources Engineer



P 303-866-3581 x 8246 1313 Sherman St., Suite 818, Denver, CO 80203 ioana.comaniciu@state.co.us | www.water.state.co.us

On Tue, Oct 22, 2019 at 1:18 PM Libby Tart <<u>LTart@adcogov.org</u>> wrote: Hello all - Attached is the second submission for the PRC2019-00007 Unison at 7401 Broadway case. Please send your comments along to <u>ltart@adcogov.org</u> on or before Tuesday, November 5, 2019.

Thanks so much!

Sincerely, Libby

Libby Tart, AICP Senior Long Range Planner, Community and Economic Development Department ADAMS COUNTY, COLORADO 4430 S. Adams County Parkway, 1st Floor, Suite W2000A Brighton, CO 80601 O: 720.523.6858 | General Line: 720.523.6800 Itart@adcogov.org | www.adcogov.org



October 30, 2019

Libby Tart Adams County Planning and Development Transmission via email: <u>Ltart@adcogov.org</u>

RE: Unison Housing at 7401 Broadway Final Plat Case No. PRC2019-00007 Part of the E1/2 of the SW1/4 of Sec. 34, T2S, R68W, 6th P.M. Water Division 1, Water District 7

Dear Ms. Tart:

We have reviewed your October 22, 2019 referral concerning the above referenced proposal to create the Final Subdivision Plat to combined four parcels into one parcel; create a Final Development Plan (FDP) to develop 116 multi-family units (44 units within an existing building and 72 new units); and create a subdivision Improvements Agreement to finance the FDP and Final Plat. This office previously provided comments to the rezoning application (PRC2018-00012) by our letters dated September 17, 2018 and September 25, 2018.

Water Supply Demand

A Water Supply Information Summary Sheet was not submitted, therefore, the water supply demand for this development is unknown.

Source of Water Supply

The proposed water source is the City of Thornton ("Thornton"). Currently Thornton provides water and sewer services to the existing office building on the property. A letter of commitment for service from Thornton dated September 16, 2019 was included in the referral material.

According to that letter Thornton confirms that currently there is adequate capacity in the City of Thornton water and wastewater system to serve up to 116 multi-family units in the first phase and an additional 48 taps in the second phase. The extension of Thornton's water and wastewater mains and service connections necessary to serve this property will be installed at the expense of the property owner/developer. The expansion of service is also contingent upon agreement between Thornton and Unison Homes regarding the future use of Thornton's owned vacant property to the west of the property that is subject to this development.

According to an April 5, 2018 letter previously provided to this office, Thornton has numerous water rights that divert from the South Platte River and Clear Creek as well as transmountain and native rights from the Cache la Poudre River. They also operate several reservoirs along the South Platte River that are utilized to store and regulate these water rights. According to that letter, the Clear Creek and South Platte water rights provide an annual firm yield of approximately 32,500 acre-feet. In addition, they are currently working on a project to transport their Cache la Poudre rights to Thornton. Once this project is complete Thornton estimates an annual firm yield of approximately 51,000 acre-feet total.



Unison Housing at 7401 Broadway October 30, 2019 Page 2 of 2

In 2017, Thornton's total annual demand was approximately 25,000 acre-feet and the estimated annual demand for all existing commitments within Thornton's service area is 30,000 acre-feet.

State Engineer's Office Opinion

Based upon the above and pursuant to Section 30-28-136(1)(h)(I) and Section 30-28-136(1)(h)(II), C.R.S., it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights as long as the City of Thornton provides water taps to the proposed 116 multi-family units.

Should you have any questions, please contact Ioana Comaniciu of this office at 303-866-3581 x8246.

Sincerely, Dam

Joama Williams, P.E. Water Resource Engineer

Ec: Subdivision File 24974



March 11, 2020

Libby Tart Adams County Planning and Development Transmission via email: <u>Ltart@adcogov.org</u>

RE: Unison Housing at 7401 Broadway Final Plat Case No. PRC2019-00007 Part of the E1/2 of the SW1/4 of Sec. 34, T2S, R68W, 6th P.M. Water Division 1, Water District 7

Dear Ms. Tart:

We have reviewed your March 6, 2020 referral concerning the above referenced proposal to create the Final Subdivision Plat to combined four parcels into one parcel; create a Final Development Plan (FDP) to develop 116 multi-family units (44 units within an existing building and 72 new units); and create a subdivision Improvements Agreement to finance the FDP and Final Plat. The proposed water source is the City of Thornton ("Thornton"). Currently Thornton provides water and sewer services to the existing office building on the property. A letter of commitment for service from Thornton dated September 16, 2019 was previously provided to this office.

This office previously provided comments to the final plat application (PRC2019-00007) by our letter dated October 30, 2019. The comments from our previous letter (copy enclosed) regarding the water supply for this subdivision still apply.

Should you have any questions, please contact Ioana Comaniciu of this office at 303-866-3581 x8246.

Sincerely,

Joanna Williams, P.E. Water Resource Engineer

Ec: Subdivision File 24974



From:	Mike Crawford
To:	Libby Tart-Schoenfelder
Cc:	Charlotte Ciancio
Subject:	FW: Unison Housing at 7401 Broadway- PRC2019-00007
Date:	Wednesday, August 7, 2019 4:19:43 PM
Importance:	High

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

To the Adams County Department of Community and Economic Development:

Please accept these comments for consideration regarding Unison Housing's final development plan, case number PRC2019-00007. Upon review of the "written explanation of the project" provided with the request for comment, Mapleton remains concerned about the lack of adequate parking and amenities, as well as the overall traffic congestion the development will bring to the area. While the parking formula may be adequate to comply with Adams County guidelines, Mapleton has reservations that limited parking will create undue strain on our ability to maintain positive neighbor relations should Unison residents use school property for overflow parking. Although we think the shared courtyard with children's play areas, BBQ/picnic areas and garden beds provide some improvement to the overall plan, the concerns originally submitted on 10/4/18 remain. Therefore, we wish to resubmit our concerns. Please see the comments submitted on 10.4.18 below:

From: Mike Crawford
Sent: Thursday, October 4, 2018 2:39 PM
To: 'ltart-schoenfelder@adcogov.org' <<u>ltart-schoenfelder@adcogov.org</u>>
Cc: Charlotte Ciancio <<u>Charlotte@mapleton.us</u>>; Dave Sauer <<u>sauerd@mapleton.us</u>>
Subject: Comments RE: Unison Housing at 7401 Broadway, PRC2018-00012

To the Adams County Planning Commission:

Please accept these comments for consideration regarding the proposed Unison Housing development at 7401 Broadway, case number PRC2018-00012. While Mapleton Public Schools is committed to serving all students that reside within the District boundaries and we understand the need for more affordable housing in Adams County, the District is concerned about the proposed location of this new development.

The proposed development site is located in the most economically impacted area of our District. In particular, there is one large apartment complex located within only a few hundred yards of the proposed development with a very high concentration of families living in poverty.

Some compelling research has indicated that when students of different socio-economic backgrounds are integrated into shared learning environments, all students experience accelerated learning. Research also suggests that when large concentrations of families residing in low income housing are grouped together in a homogenous environment they experience higher rates of behavioral, physical health and learning challenges. The preference of Mapleton Public Schools would be for a low-income housing development to be located farther north within the district and/or the County where there is greater access to services and community resources. The location currently proposed is surrounded by highway infrastructure with limited access to quality groceries, libraries, employment services, low income medical providers and recreation facilities. County services such as food assistance, mental health services and employment assistance have moved out of the area to a northeast part of Adams County.

Should the housing development be approved, Mapleton Public Schools would strongly advocate that the development plan include adequate amenities to support the success of the families that will reside within the development. Safe and viable recreation options such as parks, playgrounds, recreational facilities and organized activities for teens will be a critical piece of the overall development plan if we expect families to thrive in this development. Adequate parking will also be important. The proposed development plans currently do not include sufficient amenities.

We are committed to the success of all students in the District. Please contact me should you have any questions.

Mike Crawford

Deputy Superintendent Mapleton Public Schools 7350 N. Broadway Denver, CO 80221 (303) 853-1050

From:	Kathleen Boyer
То:	Libby Tart-Schoenfelder
Cc:	Sheila Lynch; Monte Deatrich
Subject:	5758_Unison Housing 7401 Broadway_190806_kboyer.pdf
Date:	Friday, August 9, 2019 10:47:47 AM
Attachments:	image001.png
	image002.png
	5758 Unison Housing 7401 Broadway 190806 kboyer.pdf

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

A comment letter for this project is attached. If you have any questions, please let me know.

Kathy Boyer, REHS Land Use and Built Environment Specialist **Tri-County Health Department** 6162 S. Willow Drive, Suite 100 Greenwood Village, CO 80111 720-200-1575 kboyer@tchd.org http://www.tchd.org/

Follow @TCHDHealth





August 8, 2019

Libby Tart Adams County Community and Economic Development 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601

RE: Unison Housing at 7401 Broadway, PRC2019-00007 TCHD Case No. 5758

Dear Ms. Tart,

Thank you for the opportunity to review and comment on the Final Development Plan and Final Plat for 116 multi-family housing units located in a former Adams County Human Services building at 7401 Broadway. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Attainable Housing

Access to safe, attainable housing is directly associated with positive physical and mental health outcomes and underlies one's ability to access jobs, food, medical services, and other essentials that are vital to well-being. Providing permanent supportive housing is an integral element of promoting health in our communities. TCHD commends the applicant for proposing this attainable housing community.

Community design to support physical activity

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network. TCHD supports community designs and amenities that encourage people to be active.

Safe and attractive pedestrian amenities:

Research shows that people are more likely to use pedestrian amenities when they are attractive and feel safe. One way to improve the feeling of safety is by providing pedestrian scale lighting.

Unison Housing at 7401 Broadway August 6, 2019 Page 2 of 6

Safe crossings of driveways and streets:

TCHD commends the applicant for including crosswalks where pedestrian sidewalks cross internal site drive lanes as these pedestrian crossing may not be easily visible to drivers since it is not at a street intersection.

Onsite Bicycle Amenities:

TCHD commends the applicant for incorporating bicycle parking for residents of the building and visitors.

Connection to nearby bus stop or transit station:

It appears that the subject property is adjacent to the Broadway and Bowie Court bus stop. Since research has shown that people who use transit regularly gain tremendous health benefits, TCHD commends the applicant for providing a safe and direct sidewalk connection to the transit stop.

Playgrounds:

Active play is a critical component for encouraging physical activity in children. TCHD commends the applicant for providing a playground in the community design.

Community Design to Support Community Connection

The way communities are designed can influence mental health and social connections. By providing community amenities, social interaction is supported and residents can build social capital which has known positive health effects. The incorporation of features like landscaping and green space can also reduce stress and promote positive psychological benefits. Because of this, TCHD encourages community designs that incorporate green space and common areas. TCHD commends the applicant for providing common green space, and amenities such as the grill areas and play grounds in the design.

Healthy building design standards

Building design can impact health in several ways including through the materials used and the amount of volatile organic compounds (VOCs) or other harmful chemicals that they contain, the air and water quality, the amount of daylight available, and even by encouraging physical activity and social interaction. TCHD encourages the applicant to consider incorporating design standards into the development to ensure a healthpromoting environment. The applicant could pursue building certifications such as LEED, WELL Building Standard, Certified Healthy, or Living Building Challenge.

Radon

Radon is a naturally occurring radioactive gas that is present at high levels in all parts of Colorado due to the presence of uranium in the soil. Radon can enter homes and long-term exposure causes lung cancer. In order to prevent radon from infiltrating the home, TCHD recommends designing new homes so that they are radon resistant. This includes laying a barrier beneath the flooring system, installing a gas-tight venting pipe

Unison Housing at 7401 Broadway August 6, 2019 Page 3 of 6

from the gravel level through the roof, and sealing and caulking the foundation thoroughly. More information regarding radon and radon-resistant construction techniques can be found here: <u>https://www.epa.gov/radon/building-new-home-have-you-considered-radon</u>.

Mosquito Control - Stormwater Facilities

The site plan indicates that detention ponds are proposed. Detention ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here http://www.tchd.org/276/Mosquitoes-West-Nile-Virus. A guidance document is attached.

Stormwater Impacts on Nearby Waterway

Development of this type could potentially result in an increase of stormwater and snowmelt runoff that may contribute significant pollutant loadings to waterways. These pollutants include bacteria, nutrients, metals, and oxygen consuming contaminants.

Stormwater management is important for improving water quality and preventing flooding and erosion. A number of Best Management Practices (BMPs) can be utilized that can reduce pollutant loadings from development into waterways. For post-construction runoff, the Urban Drainage and Flood Control District (UDFCD) Drainage Criteria Manual recommends methods that are called "minimizing directly connected impervious areas" that include reducing paved areas, using porous pavements and grass swales. These BMPs both improve water quality and limit the volume of water that must be retained/detained in ponds; and they can also reduce the potential for mosquito breeding conditions. We encourage the applicant to follow UDFCD's design hierarchy.

Rain gardens can reduce runoff and flooding, and filter pollutants carried in stormwater runoff. TCHD commends the applicant for providing storm water management through several rain gardens throughout the development.

Sun Safety for Outdoor Common and Gathering Areas

Skin cancer is the most common cancer in the United States. Colorado has the 5th highest death rate from melanoma, the most deadly form of skin cancer. A leading risk factor for skin cancer is exposure to ultraviolet rays (UV) from the sun. Seeking shade when outside is one of the best ways to prevent overexposure to UV rays. TCHD recommends the use of shade in common areas like courtyards, patios and play areas through the planting of trees or physical shade structures. It is important that shade structures and appropriate landscaping are considered early in the design process so that they can be incorporated well into the overall site plan. These considerations optimize the opportunity for people to shield themselves from the sun and reduce their

Unison Housing at 7401 Broadway August 6, 2019 Page 4 of 6

risk of skin cancer. TCHD recommends the applicant provide shade in the outdoor common areas on the development.

Dog Park Wastes

Proper management of animal wastes such as dog feces associated with dog parks is essential to prevent nuisance condition such as odor, and attraction of vectors insects and rodents. We recommend that the applicant create a Waste Management Plan that indicates how animal waste will be managed. As a part of the plan, we strongly recommend that amenities to pick up and dispose of dog waste are available throughout the dog park and that solid wastes associated with the dog park be regularly picked up, bagged and disposed in a sanitary landfill. TCHD commends the applicant for providing multiple dog waste stations throughout the development.

Please feel free to contact me at 720-200-1575 or <u>kboyer@tchd.org</u> if you have any questions about TCHD's comments.

Sincerely,

K-Bg

Kathy Boyer, REHS Land Use and Built Environment Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD

Unison Housing at 7401 Broadway August 6, 2019 Page 5 of 6

Tri-County Health Department Guidance for Preparation of Mosquito Control Plan

A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. <u>Activities that will be undertaken to prevent mosquito breeding conditions</u> This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be

Unison Housing at 7401 Broadway August 6, 2019 Page 6 of 6

coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

- Design review Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.
- Operation and maintenance activities: This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.
- Regular inspections:

Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.

• Larvacide program:

Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.

Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

<u>For Technical Assistance</u> - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at <u>mdeatric@tchd.org</u>.

From:	Kathleen Boyer
То:	Libby Tart
Cc:	Sheila Lynch; Monte Deatrich
Subject:	5938_Unison Housing 7401 Broadway resub_191101_kboyer.pdf
Date:	Friday, November 1, 2019 11:00:32 AM
Attachments:	image001.png
	image002.png
	5938 Unison Housing 7401 Broadway resub 191101 kboyer.pdf

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

A comment letter for this project is attached. If you have any questions, please let me know.

Kathy Boyer, REHS Land Use and Built Environment Specialist **Tri-County Health Department** 6162 S. Willow Drive, Suite 100 Greenwood Village, CO 80111 720-200-1575 kboyer@tchd.org http://www.tchd.org/ she/her/hers

Follow @TCHDHealth





November 1, 2019

Libby Tart Adams County Community and Economic Development 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601

RE: Unison Housing at 7401 Broadway, PRC2019-00007 TCHD Case No. 5938

Dear Ms. Tart,

Thank you for the opportunity to review and comment on the second submittal for a Final Development Plan and Final Plat for 116 multi-family housing units located in a former Adams County Human Services building at 7401 Broadway. Tri-County Health Department (TCHD) staff previously reviewed the application and provided the comments below in a letter dated August 8, 2019. TCHD received a response from the applicant, dated September 10, 2019 and the applicant has responded to our comments satisfactorily.

TCHD commends the applicant for using Enterprise Green Communities standards in the design. TCHD commends the applicant for adding shade structures.

Attainable Housing

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Safe and attractive pedestrian amenities:

Research shows that people are more likely to use pedestrian amenities when they are attractive and feel safe. One way to improve the feeling of safety is by providing pedestrian scale lighting.

Unison Housing at 7401 Broadway November 1, 2019 Page 2 of 6

Safe crossings of driveways and streets:

TCHD commends the applicant for including crosswalks where pedestrian sidewalks cross internal site drive lanes as these pedestrian crossing may not be easily visible to drivers since it is not at a street intersection.

Onsite Bicycle Amenities:

TCHD commends the applicant for incorporating bicycle parking for residents of the building and visitors.

Connection to nearby bus stop or transit station:

It appears that the subject property is adjacent to the Broadway and Bowie Court bus stop. Since research has shown that people who use transit regularly gain tremendous health benefits, TCHD commends the applicant for providing a safe and direct sidewalk connection to the transit stop.

Playgrounds:

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Unison Housing at 7401 Broadway November 1, 2019 Page 3 of 6

from the gravel level through the roof, and sealing and caulking the foundation thoroughly. More information regarding radon and radon-resistant construction techniques can be found here: <u>https://www.epa.gov/radon/building-new-home-have-you-considered-radon</u>.

Mosquito Control - Stormwater Facilities

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Stormwater Impacts on Nearby Waterway

Development of this type could potentially result in an increase of stormwater and snowmelt runoff that may contribute significant pollutant loadings to waterways. These pollutants include bacteria, nutrients, metals, and oxygen consuming contaminants.

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Unison Housing at 7401 Broadway November 1, 2019 Page 4 of 6

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Dog Park Wastes

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Sincerely,

KBG_

Kathy Boyer, REHS Land Use and Built Environment Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD

Unison Housing at 7401 Broadway November 1, 2019 Page 5 of 6

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A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. <u>Activities that will be undertaken to prevent mosquito breeding conditions</u> This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be

Unison Housing at 7401 Broadway November 1, 2019 Page 6 of 6

coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

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<u>For Technical Assistance</u> - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at <u>mdeatric@tchd.org</u>.



March 18, 2020

Libby Tart Adams County Community and Economic Development 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601

RE: Unison Housing at 7401 Broadway, PRC2019-00007 TCHD Case No. 6177

Dear Ms. Tart,

Thank you for the opportunity to review and comment on the third submittal for a Final Development Plan and Final Plat for 116 multi-family housing units located in a former Adams County Human Services building at 7401 Broadway. Tri-County Health Department (TCHD) staff previously reviewed the application and provided the comments below in letters dated August 8, 2019 and November 1, 2019. TCHD received a response from the applicant, dated September 10, 2019 and the applicant has responded to our comments satisfactorily.

TCHD commends the applicant for using Enterprise Green Communities standards in the design. TCHD commends the applicant for adding shade structures. TCHD has no additional comments.

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Unison Housing at 7401 Broadway March 18, 2020 Page 2 of 6

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A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. <u>Activities that will be undertaken to prevent mosquito breeding conditions</u> This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be

Unison Housing at 7401 Broadway March 18, 2020 Page 6 of 6

coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

- Design review Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.
- Operation and maintenance activities: This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.
- Regular inspections:

Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.

• Larvacide program:

Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.

Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

<u>For Technical Assistance</u> - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at <u>mdeatric@tchd.org</u>.

From:	George, Donna L
To:	Libby Tart-Schoenfelder
Subject:	Unison Housing at 7401 Broadway, Case # PRC2019-00007
Date:	Friday, August 16, 2019 9:45:16 AM
Attachments:	special letter.doc

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



Right of Way & Permits

1123 West 3rd Avenue Denver, Colorado 80223 Telephone: **303.571.3306** Facsimile: 303. 571. 3284 donna.l.george@xcelenergy.com

August 16, 2019

Adams County Community and Economic Development Department 4430 South Adams County Parkway, 3rd Floor, Suite W3000 Brighton, CO 80601

Attn: Libby Tart

Re: Unison Housing at 7401 Broadway, Case # PRC2019-00007

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the final development plan, final plat, and SIA for **Unison Housing at 7401 Broadway** and acknowledges the requested utility easements added to the plat.

PSCo requests that the <u>first sentence</u> of Note 9 is changed to: <u>Minimum ten-foot (10')</u> wide dry utility easements are hereby dedicated on private property abutting all public streets, and around the perimeter of each commercial/industrial lot in the subdivision or platted area.

The property owner/developer/contractor is reminded to complete the application process for any new natural gas or electric service, or modification to existing facilities via <u>xcelenergy.com/InstallAndConnect</u>. The Builder's Call Line is 1-800-628-2121.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

Donna George Right of Way and Permits Public Service Company of Colorado dba Xcel Energy Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



Right of Way & Permits

1123 West 3rd Avenue Denver, Colorado 80223 Telephone: **303.571.3306** Facsimile: 303. 571. 3284 donna.l.george@xcelenergy.com

November 4, 2019

Adams County Community and Economic Development Department 4430 South Adams County Parkway, 3rd Floor, Suite W3000 Brighton, CO 80601

Attn: Libby Tart

Re: Unison Housing at 7401 Broadway - 2nd referral, Case # PRC2019-00007

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the second referral documentation for **Unison Housing at 7401 Broadway**, acknowledges the requested changes were made to the plat, and has no further concerns at this time.

Donna George Right of Way and Permits Public Service Company of Colorado dba Xcel Energy Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

From:	Whitney Even
To:	Libby Tart; Nicholas A. Trujillo; Steve Gardner; "Andrew Chapin"; Matthew Emmens
Cc:	<u>"Steven Kunshier"; Emanouil Bontchev</u>
Subject:	Re: 7401 Broadway - Civil Plans
Date:	Monday, April 13, 2020 12:05:49 PM
Attachments:	image001.png
	image003.png
	image005.png
	image007.png
	<u>Utility Plan Redline 1.pdf</u>

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

I got it. Thank you. We also have zoom if that would help. I have attached the utility plans that I had originally reviewed from Thornton Water with some redline comments I have made today. I thought I would send this over now to give you all a chance to look at what we would like to see as far as the hydrant locations, FDC locations, and fire flow requirements.



Whitney Even

Adams County Fire Rescue 7980 Elmwood Lane Denver, CO 80221 O: 303-539-6802 C: 720-505-7146

From: Libby Tart <LTart@adcogov.org>

Date: Monday, April 13, 2020 at 11:51 AM

To: "Nicholas A. Trujillo" <NTrujillo@samiro.com>, Steve Gardner <sgardner@vtbs.com>, 'Andrew Chapin' <achapin@maikerhp.org>, Whitney Even <weven@acfpd.org>, Matthew Emmens <MEmmens@adcogov.org>

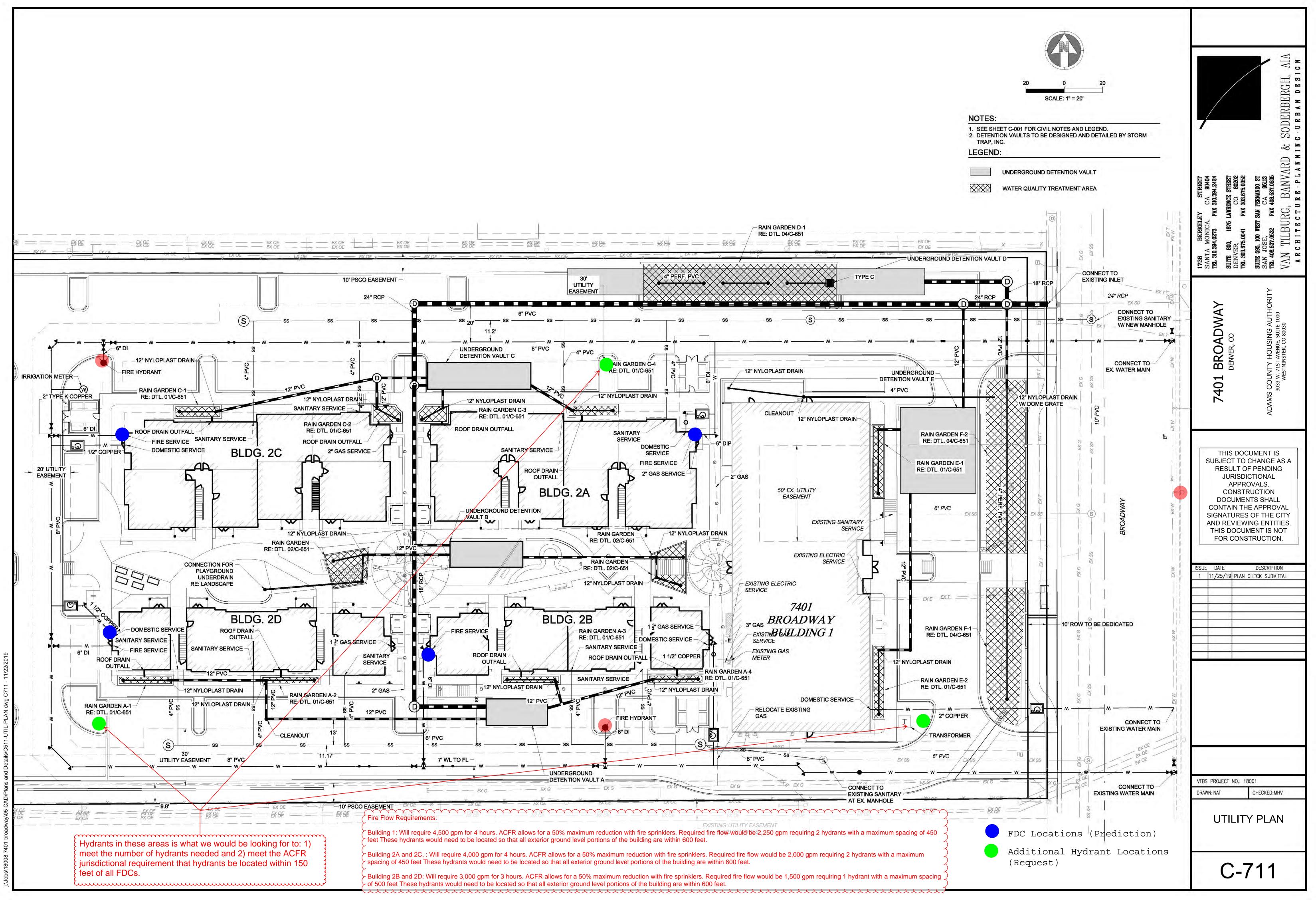
Cc: 'Steven Kunshier' <skunshier@maikerhp.org>, Emanouil Bontchev <ebontchev@vtbs.com> **Subject:** RE: 7401 Broadway - Civil Plans

I got it but it didn't revise the time. It just looked like the same invite. Happy to send along a Zoom invite if that is easier? We have the platform for work but whatever you all are most comfortable with in these times.

Thanks! Libby

Libby Tart, AICP

Senior Long Range Planner, *Community & Economic Development* ADAMS COUNTY, COLORADO 4430 South Adams County Parkway, 1st Floor, Suite W2000A Brighton, CO 80601 0: 720.523.6858 | <u>Itart@adcogov.org</u>



Preferred Pronouns: she/her/hers

From: Nicholas A. Trujillo <NTrujillo@samiro.com>
Sent: Monday, April 13, 2020 11:47 AM
To: Steve Gardner <sgardner@vtbs.com>; 'Andrew Chapin' <achapin@maikerhp.org>; Libby Tart
<LTart@adcogov.org>; 'Whitney Even' <weven@acfpd.org>; Matthew Emmens
<MEmmens@adcogov.org>
Cc: 'Steven Kunshier' <skunshier@maikerhp.org>; Emanouil Bontchev <ebontchev@vtbs.com>
Subject: RE: 7401 Broadway - Civil Plans

Please be cautious: This email was sent from outside Adams County No I did not.

Nick

Nicholas A. Trujillo, P.E. Project Engineer S. A. MIRO, INC.

4582 S. Ulster St. Pkwy., Ste. 750 Denver, Colorado 80237-2639 Ph 303-741-3737 / Direct 720-407-1062 ntrujillo@samiro.com www.samiro.com





From: Steve Gardner <<u>sgardner@vtbs.com</u>>

Sent: Monday, April 13, 2020 11:35 AM

To: Nicholas A. Trujillo <<u>NTrujillo@samiro.com</u>>; 'Andrew Chapin' <<u>achapin@maikerhp.org</u>>; 'Libby Tart' <<u>LTart@adcogov.org</u>>; 'Whitney Even' <<u>weven@acfpd.org</u>>; 'Matthew Emmens' <<u>MEmmens@adcogov.org</u>>

Cc: 'Steven Kunshier' <<u>skunshier@maikerhp.org</u>>; Emanouil Bontchev <<u>ebontchev@vtbs.com</u>> **Subject:** RE: 7401 Broadway - Civil Plans

Did everyone get the revised meeting time I just sent out?

Steve Gardner Partner VAN TILBURG, BANVARD & SODERBERGH, AIA SUITE 2250, 1670 BROADWAY, DENVER, CO 80202 T: 303 675 0041 x 202 F: 303 675 0052 www.vtbs.com

From: Nicholas A. Trujillo [mailto:NTrujillo@samiro.com] Sent: Monday, April 13, 2020 11:27 AM To: Andrew Chapin; Libby Tart; Whitney Even; Steve Gardner; Matthew Emmens Cc: Steven Kunshier; 'Emanouil Bontchev' Subject: RE: 7401 Broadway - Civil Plans

Yes that works for me.

Nick

Nicholas A. Trujillo, P.E. Project Engineer

S. A. MIRO, INC. 4582 S. Ulster St. Pkwy., Ste. 750 Denver, Colorado 80237-2639 Ph 303-741-3737 / Direct 720-407-1062 ntrujillo@samiro.com www.samiro.com





Please consider the environment before printing this email.

From: Andrew Chapin <a chapin@maikerhp.org>
Sent: Monday, April 13, 2020 11:27 AM
To: Libby Tart <LTart@adcogov.org>; Whitney Even <weven@acfpd.org>; Steve Gardner
<sgardner@vtbs.com>; Matthew Emmens <MEmmens@adcogov.org>
Cc: Steven Kunshier <skunshier@maikerhp.org>; Nicholas A. Trujillo <NTrujillo@samiro.com>;
'Emanouil Bontchev' <ebontchev@vtbs.com>
Subject: RE: 7401 Broadway - Civil Plans

2pm works for me. I know Steve K can't make 2pm, but I can fill him in afterwards.

Steve G and Nick, can you guys do 2pm.

Andrew Chapin Maiker - Housing Developer (c) 509.432.4265 (w:) 303.227.2742 From: Libby Tart [mailto:LTart@adcogov.org]

Sent: Monday, April 13, 2020 11:24 AM

To: Whitney Even <<u>weven@acfpd.org</u>>; Steve Gardner <<u>sgardner@vtbs.com</u>>; Matthew Emmens <<u>MEmmens@adcogov.org</u>>

Cc: Andrew Chapin <<u>achapin@maikerhp.org</u>>; Steven Kunshier <<u>skunshier@maikerhp.org</u>>; Nicholas A. Trujillo <<u>NTrujillo@samiro.com</u>>; 'Emanouil Bontchev' <<u>ebontchev@vtbs.com</u>> **Subject:** RE: 7401 Broadway - Civil Plans

Thanks so much for the clarification Whitney!

Just a FYI – Matt and I are both in another meeting from 1-2 p.m. today but are available at 2 p.m. if you want us to hop on.

Thanks again, Libby

Libby Tart, AICP

Senior Long Range Planner, *Community & Economic Development* ADAMS COUNTY, COLORADO 4430 South Adams County Parkway, 1st Floor, Suite W2000A Brighton, CO 80601 0: 720.523.6858 | <u>Itart@adcogov.org</u> www.adcogov.org Preferred Pronouns: she/her/hers

From: Whitney Even <<u>weven@acfpd.org</u>>
Sent: Monday, April 13, 2020 11:18 AM
To: Libby Tart <<u>LTart@adcogov.org</u>>; Steve Gardner <<u>sgardner@vtbs.com</u>>; Matthew Emmens
<<u>MEmmens@adcogov.org</u>>
Cc: Andrew Chapin <<u>achapin@maikerhp.org</u>>; Steven Kunshier <<u>skunshier@maikerhp.org</u>>; Nicholas
A. Trujillo <<u>NTrujillo@samiro.com</u>>; 'Emanouil Bontchev' <<u>ebontchev@vtbs.com</u>>
Subject: Re: 7401 Broadway - Civil Plans

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

As was stated previously in the email conversation, it looks like we were missed early on in the process due to Thornton Fire being referred instead of us and replying as "no comments" instead of letting you guys or us know that they received it by mistake. This is unfortunate and has happened in the past. We do try and provide these types of site comments early on in the development planning process because we understand it has a huge impact on the site design. Libby, you are correct. There

would not be any records by email or review letters to you guys because of this. The comments we have had on this project have been:

 to Thornton Water when we were requested by them to review the water plans and
 the email sent I sent to Steve Gardner after I went to start the building plan reviews and checked to make sure we had approved the site and water plans previously (which we had not)

This has brought us to where we are today. Libby to answer your question regarding other remedies, additional hydrants is not a means of decreasing the fire access road widths. The only option in the fire code that would allow for a decreased drive width is a decrease in building height. Fire sprinklers allow for other modifications such as to the distance away from a building that a fire access road can be, how far hydrants can be from a building, and building code fire rating requirements. The road width is not one of those allowed modifications.



Whitney Even

Adams County Fire Rescue 7980 Elmwood Lane Denver, CO 80221 O: 303-539-6802 C: 720-505-7146

From: Libby Tart <<u>LTart@adcogov.org</u>>
Date: Monday, April 13, 2020 at 11:01 AM
To: Steve Gardner <<u>sgardner@vtbs.com</u>>, Matthew Emmens <<u>MEmmens@adcogov.org</u>>
Cc: Whitney Even <<u>weven@acfpd.org</u>>, Andrew Chapin <<u>achapin@maikerhp.org</u>>, Steven
Kunshier <<u>skunshier@maikerhp.org</u>>, "Nicholas A. Trujillo" <<u>NTrujillo@samiro.com</u>>,
'Emanouil Bontchev' <<u>ebontchev@vtbs.com</u>>
Subject: RE: 7401 Broadway - Civil Plans

Hi Steve – I actually retracted my comment about anything occurring in the overall FDP/Final Plat reviews. I believe this went to Andrew and Matt but not the rest of the group on Friday. Unfortunately, there is no documentation by email or in our review letters from me that indicates we received an ADFR comment. The comment below is on the EGR and would not come to the project manager/planner.

We have received comments on two other projects of mine that are the same for fire lane widths. I believe there are remedies beyond requesting waivers for narrowing parking or landscape widths though.

Whitney – is one of the remedies placing additional hydrants on the site? Just ensuring Maiker has every option available so that our application doesn't require a waiver at this late stage of the game.

I am unable to be on the 1-2 p.m. call due to another meeting at the same time but my

recommendation is to lay out every option imaginable to prevent a waiver request from occurring.

Many thanks, Libby

Libby Tart, AICP

Senior Long Range Planner, *Community & Economic Development* ADAMS COUNTY, COLORADO 4430 South Adams County Parkway, 1st Floor, Suite W2000A Brighton, CO 80601 0: 720.523.6858 | <u>Itart@adcogov.org</u> www.adcogov.org

Preferred Pronouns: she/her/hers

From: Steve Gardner <sgardner@vtbs.com>
Sent: Monday, April 13, 2020 9:06 AM
To: Libby Tart <LTart@adcogov.org>; Matthew Emmens <<u>MEmmens@adcogov.org></u>
Cc: Whitney Even <<u>weven@acfpd.org</u>>; Andrew Chapin <<u>achapin@maikerhp.org</u>>; Steven Kunshier
<<u>skunshier@maikerhp.org</u>>; Nicholas A. Trujillo <<u>NTrujillo@samiro.com</u>>; 'Emanouil Bontchev'
<<u>ebontchev@vtbs.com</u>>

Subject: FW: 7401 Broadway - Civil Plans

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

Libby,

You mentioned in one of your e-mails to Andrew Chapin that you had not seen the Fire Department's comment regarding the Fire Lane width. It was actually not in the letter, but rather in an e-mail that Whitney sent to me. See below. It is more of a pre-comment heads-up, than a formal comment at this point.

I just wanted to solve it before she has make it a formal comment.

Steve Gardner Partner VAN TILBURG, BANVARD & SODERBERGH, AIA SUITE 2250, 1670 BROADWAY, DENVER, CO 80202 T: 303 675 0041 x 202 F: 303 675 0052 www.vtbs.com

From: Whitney Even [mailto:weven@acfpd.org] Sent: Monday, April 06, 2020 11:06 AM To: sgardner@vtbs.com Cc: Christina Marchese Subject: 7401 Broadway - Civil Plans

Good morning,

I am starting the review for the buildings for the Caraway Project. I don't have any record of civil plans that we have reviewed. Typically before any building plan reviews will be completed, we need to have approved the site development plans. The big things we need to see is the utility plans, an autoturn exhibit (using our specifications attached), and a dimensioned site plan. I know that the plans submitted do have a dimensioned site plan included and I did notice that the drive aisles are 24' wide. Typically when a building is over 30' in height or a hydrant is located along the road, the width needs to be 26' wide.

Have the county and the water conveyer already approved these plans?



Whitney Even Adams County Fire Rescue 7980 Elmwood Lane Denver, CO 80221 O: 303-539-6802 C: 720-505-7146

Unison Housing Partners is now Maiker Housing Partners - new name, same goal of disrupting generational poverty through socially conscious community development.

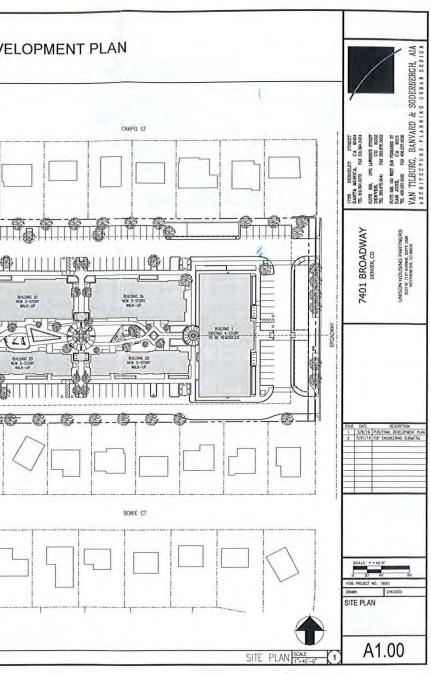
From:	Kevin Caiafa
То:	Libby Tart-Schoenfelder
Subject:	Unison Housing at 7401 Broadway
Date:	Monday, August 12, 2019 11:40:53 AM

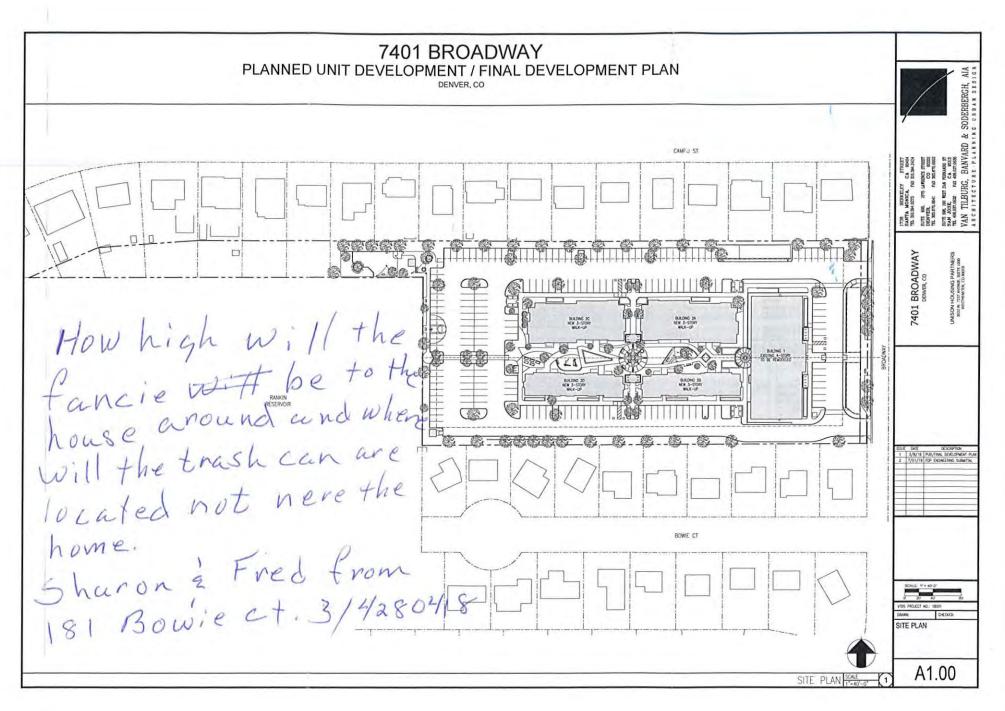
Please be cautious: This email was sent from outside Adams County

I received a notice in the mail that Unison Housing Partners wants to put affordable multi family housing. I recently bought my first home in this proposed projects neighborhood before I had heard any plans about this. We actually saved up for a while so that we could afford to move away from the affordable housing by our old home. We are trying to start a family very soon, hoping to have a few kids, and we were hoping to raise them in this nice quiet neighborhood. I worry if this affordable housing goes up it right next to us it might impact the safety, peace of mind, and solitude of our current neighborhood. I would 100% not like to see this land turned into affordable housing. We saved for a long time to be able to buy a house in this area to invest in our future and I'm worried this affordable housing will bring down the value of the area and mess with our families plans and investment.

Thanks, Kevin

7401 BROADWAY PLANNED UNIT DEVELOPMENT / FINAL DEVELOPMENT PLAN DENVER, CO Are they going to put a wall on the back side for they will be going into the hak even and reople yard's and may couse fire. How high will the wall's be Fred Sailas Bowie ct. Would like to stay uncorp Adams county





Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 Fax 720.523.6967

Request for Comments

Case Name:Unison Housing at 7401 Broadway – FDP, Final Plat and SIACase Number:PRC2019-00007

July 26, 2019

Adams County Planning Commission is requesting comments on the following request:

A request for 1) a Final Development Plan for 116 multi-family units on 4.71 acres, and 2) a Final Plat to combine four parcels into one lot on 4.71 acres.

The Address is: 7401 Broadway.

The Assessor's Parcel Numbers are: **0171934300025**, **0171934300026**, **0171934300027**, **0171934300028**.

Applicant Information	Andrew Chapin
	c/o Unison Housing Partners
	3033 West 71 st Avenue, Suite 1000
	Westminster, CO 80030

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216. (720) 523-6858 by **August 16, 2019** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to Ltart-schoenfelder@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at <u>www.adcogov.org/planning/currentcases</u>.

Thank you for your review of this case.

art AICP

Libby Tart, AICP Case Manager

Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco

BOARD OF COUNTY COMMISSIONERS

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 Mary Hodge DISTRICT 5 Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

Public Hearing Notification

Case Name: Case Number: Board of County Commissioners Hearing Date: Unison Housing at 7401 Broadway PRC2019-00007 Tuesday, July 21, 2020 at 9:30 a.m.

July 3, 2020

A public hearing has been set by the Adams County Board of County Commissioners to consider the following request: A REQUEST FOR 1) A FINAL DEVELOPMENT PLAN FOR 116 MULTI-FAMILY UNITS ON 4.71 ACRES, 2) A FINAL PLAT TO COMBINE FOUR PARCELS INTO ONE LOT ON 4.71 ACRES, AND 3) A SUBDIVISION IMPROVEMENTS AGREEMENT TO ADDRESS PUBLIC IMPROVEMENTS.

The Assessor's Parcel Number(s) 0171934300025, 0171934300027, 0171934300028, 0171934300026 and the address of the request is 7401 Broadway, Denver, CO 80221

Applicant Information: Maiker Housing Partners

The Board of County Commissioners meeting is broadcast live on the Adams County YouTube channel and members of the public will be able to submit comments prior to the start of the public hearing that will then be entered into the record. The eComment period opens when the agenda is published and closes at 4:30 p.m. the Monday prior to the noticed meeting. For instructions on how to access the public hearing and submit comments, please visit <u>http://www.adcogov.org/bocc</u> for up to date information.

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. The full text of the proposed request and additional colored maps can be obtained by accessing the Adams County Community and Economic Development Department website at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Sind Jant, AICP

Libby Tart, AICP Case Planner/Senior Long Range Planner <u>ltart@adcogov.org</u> or 720-523-6858

Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco DISTRICT 2

BOARD OF COUNTY COMMISSIONERS

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 Mary Hodge DISTRICT 5

PUBLICATION REQUEST (WESTMINSTER WINDOW)

Case Name: UNISON HOUSING AT 7401 BROADWAY

Case Number: PRC2019-00007

Board of County Commissioners Hearing Date: TUESDAY, JULY 21, 2020 at 9:30 a.m.

Case Manager: LIBBY TART, LTART@ADCOGOV.ORG, 720-523-6858

Request: A REQUEST FOR 1) A FINAL DEVELOPMENT PLAN FOR 116 MULTI-FAMILY UNITS ON 4.71 ACRES, 2) A FINAL PLAT TO COMBINE FOUR PARCELS INTO ONE LOT ON 4.71 ACRES, AND 3) A SUBDIVISION IMPROVEMENTS AGREEMENT TO ADDRESS PUBLIC IMPROVEMENTS.

Parcel Numbers: 0171934300025, 0171934300027, 0171934300028, 0171934300026

Address of the Request: 7401 Broadway

Applicant: MAIKER HOUSING PARTNERS

Legal Description:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AS DETERMINED BY GNSS AND TERRESTRIAL OBSERVATIONS. SAID LINE BEARS NORTH 00°05'02" WEST RELATIVE TO THE COLORADO COORDINATE SYSTEM OF 1983, CENTRAL ZONE, AND IS MONUMENTED IN THE FIELD AS DESCRIBED HEREON.

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO BEAR NORTH 00°05'02" WEST;

THENCE SOUTH 89°44'34" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 30.00 FEET TO WESTERLY RIGHT-OF-WAY LINE OF BROADWAY, BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°05'02" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BROADWAY, A DISTANCE OF 235.70 FEET TO THE NORTHEAST CORNER OF LOT 35, BLOCK 4, WESTERN HILLS FILING NO. 1, AS RECORDED OCTOBER 7, 1954 IN PLAT BOOK 5, PAGE 36, FILE 10, MAP 82, RECEPTION NO. 430673;

THENCE SOUTH 89°40'08" WEST, A DISTANCE OF 629.37 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER,

SAID POINT LYING 1082.55 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 00°03'44" WEST ALONG SAID WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 236.46 FEET;

THENCE SOUTH 89°45'21" WEST ALONG THE NORTH LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 555.29 FEET;

THENCE ALONG THE SOUTH LINE OF BLOCK 5 OF SAID WESTERN HILLS FILING NO. 1 THE FOLLOWING THREE (3) COURSES:

1. NORTH 66°18'11" EAST, A DISTANCE OF 105.87 FEET;

2. NORTH 85°44'50" EAST, A DISTANCE OF 139.83 FEET;

3. NORTH 89°53'39" EAST, A DISTANCE OF 948.09 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 5, WESTERN HILLS FILING NO. 1;

THENCE SOUTH 00°05'45" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BROADWAY, A DISTANCE OF 49.43 FEET TO THE POINT OF BEGINNING,

CONTAINING 205,239 SQUARE FEET, OR 4.7116 ACRES, MORE OR LESS

Virtual Meeting and Public Comment Information:

This meeting will be held virtually. Please visit <u>http://www.adcogov.org/bocc</u> for up to date information on accessing the public hearing and submitting comment prior to the hearing. The full text of the proposed request and additional colored maps can be obtained by accessing the Adams County Community and Economic Development Department website at <u>www.adcogov.org/planning/currentcases</u>.

20 CORTEZ STREET LLC 6885 LOWELL BLVD DENVER CO 80221-2652

2018-1 IH BORROWER LP 1717 MAIN ST STE 2000 DALLAS TX 75201-4657

220 CORTEZ ST LLC 6049 BRATTON PL CHARLOTTE NC 28277-2558

381 CORTEZ STREET LLC 6885 LOWELL BLVD DENVER CO 80221-2652

ADAMS COUNTY 4430 SOUTH ADAMS COUNTY PKWY BRIGHTON CO 80601-8204

ADAMS COUNTY SCHOOL DISTRICT NO 1 AKA MAPLETON PUBLIC SCHOOLS 591 E 80TH AVE DENVER CO 80229-5806

AGUILAR FAMILY TRUST 11110 RANCHITO ST EL MONTE CA 91731-1450

AHLS CODY RAY AND BEFFORT DANICA MAY

5448 COUNTY ROAD 59

KEENESBURG CO 80643-8715

BANUELOS LEO 1200 GOLDEN CIR APT 306 GOLDEN CO 80401-3643

BLUM JAMES F LLC DBA MANY ROOMS PO BOX 441491 AURORA CO 80044-1491

BUSTAMANTE FRANCISCO 1005 MODRED ST LAFAYETTE CO 80026-1936

CBAB REHAB LLC 5920 S ESTES ST DENVER CO 80123-8618

CHESROWN CHEVROLET LLC 7320 N BROADWAY DENVER CO 80221

CITY OF THORNTON 9500 CIVIC CENTER DR THORNTON CO 80229

CRAGMORE PROPERTY LLC 617 FAIRCHILD DR HIGHLANDS RANCH CO 80126-4754

DUNN KAREN H LIVING TRUST 1800 ORCHARD DR DENVER CO 80221-4664

ALPHA AND BROWN ENTERPRISES LLC 5650 W QUINCY AVE UNIT 27 DENVER CO 80235-3065

BAIR STEPHANIE K 1160 EBONY ST DENVER CO 80221-3710 FEDERAL HOME LOAN MORTGAGE CORPORATION 1 HOME CAMPUS DES MOINES IA 50328-0001

FJOH INVESTMENTS LLC 1458 PRAIRIE HIGH RD CASTLE ROCK CO 80109-8008 GARCIA CAROLYN MARIE PO BOX 21631 DENVER CO 80221-0631

HADZIC MENSUR AND HERNANDEZ MONICA FELIX 420 CAMPO ST DENVER CO 80221-3614

HERRERA JORGE ISAAC MEDINA 992 S 4TH AVE APT 100-269 BRIGHTON CO 80601-6802

HOUSING AUTHORITY OF THE COUNTY OF ADAMS DBA UNISON HOUSING PARTNERS 3033 W 71ST AVE STE 1000 WESTMINSTER CO 80030-5440

HUITRON GEORGE AND HUITRON SUSAN 930 E 132ND DR DENVER CO 80241-1136

HYDE YVONNE A AKA BENEDETTI YVONNE A AND BENEDETTI ROBERT W 280 CRAGEMORE STREET DENVER CO 80221

J AND K PROPERTY MANAGEMENT LLC 1570 E 100TH AVENUE THORNTON CO 80229

JACKSON FAMILY LLC PO BOX 261243 DENVER CO 80226-9243

JACKSON JAMES MICHAEL JACKSON CAROL U 1111 W IDA AVE # 101 LITTLETON CO 80120-2238

JAQUEZ-MIRAMONTEZ OCTOVIO 11574 HUDSON ST THORNTON CO 80233-5848 JEND ERWIN P 877 IDALIA CIR AURORA CO 80011-7329

KEENAN ROBERT P II TRUST 1/2 INT AND ROSS MARK UND 1/2 INT 12926 W 61ST CIR ARVADA CO 80004-3966

KIELY JOHN M 428 W 116TH WAY NORTHGLENN CO 80234

LE SON AND LE THUY 132 LOVELAND WAY GOLDEN CO 80401

LUCERO ALBERT B AND LUCERO PRISCILLA D 391 S KENDALL ST DENVER CO 80226-3403

LUCERO PAMELA S AND LUCERO HARY T 280 CORTEZ DENVER CO 80221

MC KINLEY MATHEW C/O BRUCE A DANFORD LLC 11971 QUAY ST BROOMFIELD CO 80020-2816

MCBRIDE LARRY 10860 W 65TH WAY ARVADA CO 80004-2715

MHIP LLC 1801 W DRY CREEK RD LITTLETON CO 80120-4425

MINTON MARJORIE G 9221 ERMINEDALE DR LONE TREE CO 80124-8900 MOLINA RAMIREZ JORGE ROBERTO AND MOLINA RAMIREZ EVANGELINA 5000 BUTTE ST LOT 151 BOULDER CO 80301-2239

NGUYEN BAOPHONG P TRUST 1/2 INT NGUYEN LANANH TRUST 1/2 INT 6161 WOLFF ST ARVADA CO 80003-6832

OSCS INC 6100 ROUGH RD CLEBURNE TX 76031-0969

PEREYRA MARIA D AND BANUELOS LEO 1200 GOLDEN CIR APT 306 GOLDEN CO 80401-3643

PHAM ANH 4525 W 63RD PLACE ARVADA CO 80003

PHILPOTT STEVEN P AND PHILPOTT MICHELE M 7150 W NAVAL OBSERVATORY RD FLAGSTAFF AZ 86001-8466

REILLY JEFFERY 5291 E 131ST DR THORNTON CO 80241-2333

RICHTER HANS 442 GRAHAM CIR ERIE CO 80516-3608

ROBLES ESTEBAN 380 CAMPOS STREET DENVER CO 80221

ROCHA ALBERTO 121 BRONCO ROAD DENVER CO 80221 ROCHA MARIA DELLA 121 BRONCO ROAD DENVER CO 80221

SAAVEDRA DANIEL 11698 ACOMA STREET NORTHGLENN CO 80234

SAILAS FRED AND SNOW SHARON 181 BOWIE CT DENVER CO 80221-3603

SANCHEZ MATTHEW D AND LISABETH C C/O MARKET PLACE REALTY 90 WEST 84TH AVE DENVER CO 80260-4808

SCHOOL DISTRICT NO.1 591 E 80TH AVE DENVER CO 80229-5806

SEJ ASSET MANAGEMENT AND INVESTMENT COMPANY C/O ECOVA INC SPOKANE WA 99210-2440

TRAN KHOI PO BOX 564 WESTMINSTER CO 80036-0564

TRUJILLO ANTHONY B AND TRUJILLO JENNIFER A 10677 URA LANE NORTHGLENN CO 80234

VALDEZ PETE F AND VALDEZ ELIZABETH M 2105 W 135TH AVE WESTMINSTER CO 80234-1063

181 REHG LLC C/O SCOTT SUTTON OR CURRENT RESIDENT 7300 BROADWAY DENVER CO 80221-3610 21 BRONCO ROAD LAND TRUST OR CURRENT RESIDENT 21 BRONCO RD DENVER CO 80221-3621

ABEYTA JESSICA OR CURRENT RESIDENT 141 BRONCO RD DENVER CO 80221-3686

ACTON L LYNN OR CURRENT RESIDENT 7350 GREENWOOD BLVD DENVER CO 80221-3579

AFMZS LLC OR CURRENT RESIDENT 7310 BROADWAY DENVER CO 80221-3610

AGUIRRE JOAQUIN AND ARELLANO ROLANDO AGUIRRE OR CURRENT RESIDENT 41 BRONCO RD DENVER CO 80221-3621

ALBERT JEREMIAH DAVID OR CURRENT RESIDENT 101 CORTEZ ST DENVER CO 80221-3681

ALLEN KIMBERLY L AND ALLEN ROBERT R OR CURRENT RESIDENT 81 CORTEZ ST DENVER CO 80221-3617

ALLISON BRENT D OR CURRENT RESIDENT 7301 GRANADA RD DENVER CO 80221-3641

ALVAREZ JOSE MIGUEL GOMEZ OR CURRENT RESIDENT 381 CAMPO ST DENVER CO 80221-3679

APODACA TAMARA AND SANCHEZ RAYMOND OR CURRENT RESIDENT 80 GREENWOOD BLVD DENVER CO 80221-3634 AQUINO DAVE L OR CURRENT RESIDENT 301 CAMPO ST DENVER CO 80221-3679

ARENAS FRANCISCO II AND ARENAS MARGARET E OR CURRENT RESIDENT 140 CRAGMORE ST DENVER CO 80221-3690

ARENAS LIENA OR CURRENT RESIDENT 380 GREENWOOD BLVD DENVER CO 80221

BERG JAMES OR CURRENT RESIDENT 7331 GRANADA RD DENVER CO 80221-3641

BEZDEK KENNY AND BEZDEK MELODY OR CURRENT RESIDENT 7370 GREENWOOD BLVD DENVER CO 80221

BLEA DOLORES JUANA OR CURRENT RESIDENT 41 CAMPO ST DENVER CO 80221-3605

BRIDGES BRYAN K AND BRIDGES CATHLEEN J OR CURRENT RESIDENT 380 CORTEZ ST DENVER CO 80221-3682

BROWN RICKIE ANN GOMEZ OR CURRENT RESIDENT 81 BRONCO RD DENVER CO 80221-3621

CAIAFA KEVIN AND LEWIS MADELINE OR CURRENT RESIDENT 7401 GRANADA RD DENVER CO 80221-3650

CAMPBELL CRAIG D AND CAMPBELL DAVID J OR CURRENT RESIDENT 200 GREENWOOD BLVD DENVER CO 80221-3644 CAMPOS GUILLERMO CORRAL OR CURRENT RESIDENT 200 CORTEZ ST DENVER CO 80221-3620

CAMPOS JORGE M AND CAMPOS LIZ M OR CURRENT RESIDENT 21 CORTEZ ST DENVER CO 80221-3617

CAREY-BERNAL TINA MARIE OR CURRENT RESIDENT 220 CAMPO ST DENVER CO 80221-3612

CASAS PETRA BANUELOS OR CURRENT RESIDENT 190 CORTEZ ST DENVER CO 80221-3680

CASILLAS VANESSA OR CURRENT RESIDENT 320 CRAGMORE ST DENVER CO 80221-3692

CASTENADA MARIA B AND ROJAS IGNACIO OR CURRENT RESIDENT 181 CAMPO ST DENVER CO 80221-3677

CASTILLO ARTURO AND SALAZAR MARIA OR CURRENT RESIDENT 361 CAMPO ST DENVER CO 80221-3679

CAVE HOWARD WRAY OR CURRENT RESIDENT 7330 GREENWOOD BLVD DENVER CO 80221-3579

CENICEROS EDGAR IVAN VIRAMONTES AND VIRAMONTES IVETTE PRICILA OR CURRENT RESIDENT 101 BOWIE CT DENVER CO 80221-3603

CESAR MARAVILLA ALCALA OR CURRENT RESIDENT 7321 GRANADA RD DENVER CO 80221-3641 CHACON JOSE AND PULIDO MARIA G OR CURRENT RESIDENT 80 CRAGMORE ST DENVER CO 80221-3628

CHAPA JACOB OR CURRENT RESIDENT 7391 GRANADA RD DENVER CO 80221-3641

CHAPMAN DON III OR CURRENT RESIDENT 481 CAMPO ST DENVER CO 80221-3613

CHARTIER DAVID H OR CURRENT RESIDENT 140 BOWIE CT DENVER CO 80221

CHAVEZ SALVADOR ALEJANDRO AND LUCIO CRISTINA OR CURRENT RESIDENT 161 CAMPO ST DENVER CO 80221-3677

CHAVEZ WILLIAM DAVID PINON OR CURRENT RESIDENT 181 CORTEZ ST DENVER CO 80221-3681

CHENEY LAURA OR CURRENT RESIDENT 261 CRAGMORE ST DENVER CO 80221-3631

CHRISTENSEN BRANDON OR CURRENT RESIDENT 160 BOWIE CT DENVER CO 80221-3603

CLARKE KENNETH GLENN OR CURRENT RESIDENT 420 CORTEZ ST DENVER CO 80221-3626

CLEGG ROBERT A AND CLEGG DIANA R OR CURRENT RESIDENT 7360 GREENWOOD BLVD DENVER CO 80221-3579 CONRY EDWARD OR CURRENT RESIDENT 260 GREENWOOD BLVD DENVER CO 80221-3644

CONTRERAS CARLOS OR CURRENT RESIDENT 440 CAMPO ST DENVER CO 80221-3614

CORTEZ MARIA GLORIA OR CURRENT RESIDENT 500 CRAGMORE ST DENVER CO 80221-3696

COWN RICHARD OR CURRENT RESIDENT 520 CRAGMORE ST DENVER CO 80221-3696

COXSEY DOLORES L OR CURRENT RESIDENT 7315 GRANADA RD DENVER CO 80221-3641

DAVIS STEPHEN R AND DAVIS NANCY L OR CURRENT RESIDENT 7450 GRANADA RD DENVER CO 80221-3655

DECARR KAYLA J AND WOODROW BRENTON T OR CURRENT RESIDENT 7300 GRANADA RD DENVER CO 80221-3642

DEERFIELD RICHARD P AND VOSS CALVIN G OR CURRENT RESIDENT 180 CRAGMORE ST DENVER CO 80221-3690

DEL GAUDIO MARY ELLEN OR CURRENT RESIDENT 7410 GREENWOOD BLVD DENVER CO 80221-3581

DELGADO JOSE LUIS AND GUZMAN MARICELA OR CURRENT RESIDENT 100 BOWIE CT DENVER CO 80221-3603 DEPRIEST LOUISE ROBERTA OR CURRENT RESIDENT 261 CAMPO ST DENVER CO 80221-3611

DIAZ BENITO OR CURRENT RESIDENT 490 CRAGMORE STREET DENVER CO 80221

DIAZ JUAN MANUEL OR CURRENT RESIDENT 81 CAMPO ST DENVER CO 80221-3605

DIAZ LAURA AND MARTINEZ RAUL DIAZ OR CURRENT RESIDENT 100 CORTEZ STREET DENVER CO 80221

DOAN THANH HAI THI AND DOAN DOMINIQUE M OR CURRENT RESIDENT 10 BOWIE CT DENVER CO 80221-3674

DOOLEY KEVIN F JR OR CURRENT RESIDENT 141 CORTEZ ST DENVER CO 80221

DOWNING TIMOTHY M AND DOWNING HELYN G OR CURRENT RESIDENT 421 CORTEZ ST DENVER CO 80221-3625

DUNCAN AMBER L OR CURRENT RESIDENT 241 CRAGMORE ST THORNTON CO 80221-3631

EDLUND DAVID A AND IDA OR CURRENT RESIDENT 401 CAMPO ST DENVER CO 80221-3613

ELLIFF LAURA ANNE AND CRUZ PATRICK JOSEPH OR CURRENT RESIDENT 491 CAMPO ST DENVER CO 80221-3613 FERGUSON ALDRED L AND FERGUSON JOELLA OR CURRENT RESIDENT 7471 EVERGREEN RD DENVER CO 80221-3648

FILKOSKI PATRICIA A 1/2 INT AND FILKOSKI JAMES CARL 1/2 INT OR CURRENT RESIDENT 221 BRONCO RD DENVER CO 80221-3687

FLISS KEVIN T AND FLISS KENDRA R OR CURRENT RESIDENT 220 CRAGMORE ST DENVER CO 80221-3632

FRANCO FRANK W OR CURRENT RESIDENT 41 GREENWOOD BLVD DENVER CO 80221-3633

FRAZELL DONALD EUGENE AND FRAZELL DEBRA LEE OR CURRENT RESIDENT 460 CRAGMORE ST DENVER CO 80221-3638

FREEMAN RICHARD A OR CURRENT RESIDENT 7300 GREENWOOD BLVD DENVER CO 80221-3579

FULTON CHARLES A OR CURRENT RESIDENT 260 CRAGMORE ST DENVER CO 80221-3632

GALARZA MATEO MELENDEZ OR CURRENT RESIDENT 401 CORTEZ ST DENVER CO 80221-3625

GARCIA ANSELMO JR AND MARQUEZ JAMES N JR OR CURRENT RESIDENT 191 CAMPO ST DENVER CO 80221-3677

GARCIA ARTURO AND GARCIA GLORIA OR CURRENT RESIDENT 7371 GRANADA RD DENVER CO 80221-3641 GARCIA CONSUELO AND GARCIA-MORALES MANUELA-ANGELICA OLIMPIA OR CURRENT RESIDENT 160 CAMPO ST DENVER CO 80221-3676

GARCIA SOCORRO OR CURRENT RESIDENT 341 GREENWOOD BLVD DENVER CO 80221-3657

GAYTAN MARIA A AND GAYTAN JORGE OR CURRENT RESIDENT 40 BOWIE COURT DENVER CO 80221

GEROW DARLEYN MICHELLE AND GEROW HAROLD ERNEST OR CURRENT RESIDENT 481 CORTEZ ST DENVER CO 80221-3625

GILE ANGELINA AND GILE MARIA OR CURRENT RESIDENT 491 CORTEZ STREET DENVER CO 80221

GOMEZ RAMIRO AND GOMEZ LUCAS OR CURRENT RESIDENT 7441 GRANADA RD DENVER CO 80221-3650

GONZALES DOLORES J/GONZALES JOHN AND GONZALES MICHAEL OR CURRENT RESIDENT 501 CRAGMORE ST DENVER CO 80221-3697

GONZALEZ CECILIO AND GONZALEZ MARIANA OR CURRENT RESIDENT 61 BOWIE CT DENVER CO 80221-3675

GONZALEZ INGACIO CARBAJAL OR CURRENT RESIDENT 281 CAMPO ST DENVER CO 80221-3611

GOULD JOHN P AND BORREGO ANDREA OR CURRENT RESIDENT 460 CORTEZ ST DENVER CO 80221-3626 GRANADOS-SUAZO ARTURO OR CURRENT RESIDENT 240 GREENWOOD BLVD DENVER CO 80221

GUERRERO RYAN C AND GUERRERO JOHANNA OR CURRENT RESIDENT 100 CRAGMORE ST DENVER CO 80221-3690

HADZIC MENSUR AND HERNANDEZ MONICA FELIX OR CURRENT RESIDENT 420 CAMPO ST DENVER CO 80221-3614

HANNAH PATRICIA AND MARTINEZ ANN H AND MARTINEZ DAVID K OR CURRENT RESIDENT 60 CAMPO ST DENVER CO 80221-3606

HEMPHILL JOSEPH C OR CURRENT RESIDENT 140 GREENWOOD BLVD DENVER CO 80221

HERRERA OSCAR OR CURRENT RESIDENT 200 CRAGMORE ST DENVER CO 80221-3632

HESS ANDREW FLOYD AND HESS AMANDA OR CURRENT RESIDENT 321 CRAGMORE ST DENVER CO 80221-3693

HIPOLITO JOSE LUCERO CASTANEDA OR CURRENT RESIDENT 381 CRAGMORE ST DENVER CO 80221-3693

HOESSLE ANNA R OR CURRENT RESIDENT 181 CRAGMORE ST DENVER CO 80221-3691

IBARRA JESUS JR OR CURRENT RESIDENT 360 CAMPO ST DENVER CO 80221-3678 IVINS-MCCLEARY DONALD AND IVINS-MCCLEARY RONALD OR CURRENT RESIDENT 361 CORTEZ ST DENVER CO 80221-3683

JACKSON CONNOR F OR CURRENT RESIDENT 141 BOWIE CT DENVER CO 80221-3603

JIMENEZ FRED OR CURRENT RESIDENT 240 CORTEZ STREET DENVER CO 80221

JUSTICE DANIELLE M OR CURRENT RESIDENT 120 BOWIE CT DENVER CO 80221-3603

KAM KIN WA OR CURRENT RESIDENT 161 BOWIE CT DENVER CO 80221-3603

KARNS MARK F OR CURRENT RESIDENT 101 GREENWOOD BLVD DENVER CO 80221-3695

KOMOCZI ROZALIA/RAYMUND OR CURRENT RESIDENT 440 CORTEZ ST DENVER CO 80221-3626

LANGENBERG PHYLLIS E OR CURRENT RESIDENT 160 GREENWOOD BLVD DENVER CO 80221-3694

LARA PAULINA OR CURRENT RESIDENT 400 CORTEZ ST DENVER CO 80221-3626

LARAMORE STEWART A AND LARAMORE GERALDINE L OR CURRENT RESIDENT 7341 GRANADA RD DENVER CO 80221-3641 LEVEA BEVERLY AND MARTINEZ GREGORY OR CURRENT RESIDENT 81 GREENWOOD BLVD DENVER CO 80221-3633

LEWIS MELVIN J OR CURRENT RESIDENT 320 CAMPO STREET DENVER CO 80221

LEYVA-LARA ISRAEL AND LEYVA-LARA JAVIER OR CURRENT RESIDENT 141 GREENWOOD BLVD DENVER CO 80221-3695

LONG ROBERT TIM/MEADE SHERRY KATHERINE/ CAMPBELL LYNDA JULINE/RUSHING JUDY LEE OR CURRENT RESIDENT 181 BRONCO RD DENVER CO 80221-3686

LOPEZ MARTHA OR CURRENT RESIDENT 521 CORTEZ STREET DENVER CO 80221

LOPEZ SOCORRO OR CURRENT RESIDENT 221 CORTEZ STREET DENVER CO 80221

LOYA MANUEL E OR CURRENT RESIDENT 161 GREENWOOD BLVD DENVER CO 80221

LUCERO JENNIFER AND LUCERO JEFFREY R LUCERO OR CURRENT RESIDENT 7330 GRANADA RD DENVER CO 80221-3642

LUNDQUIST RANDY R AND LUNDQUIST DEBORAH C OR CURRENT RESIDENT 280 CAMPO ST DENVER CO 80221-3612

MADSEN LOREDANA OR CURRENT RESIDENT 481 CRAGMORE ST DENVER CO 80221-3637 MANDONADO GREGORY J AND MANDONADO VERONICA R OR CURRENT RESIDENT 141 CAMPO ST DENVER CO 80221-3677

MANGAN RICHARD OR CURRENT RESIDENT 40 CRAGMORE ST DENVER CO 80221-3628

MANZANARES DEBORAH J AND MANZANARES JEFFREY R OR CURRENT RESIDENT 161 CRAGMORE ST DENVER CO 80221-3691

MARSHALL WILLIAM P OR CURRENT RESIDENT 120 CRAGMORE ST DENVER CO 80221-3690

MARTINEZ BRITTANY AND AYALA JOSE OR CURRENT RESIDENT 241 CORTEZ ST DENVER CO 80221-3619

MARTINEZ ELVIRA AND SANCHEZ STEVE OR CURRENT RESIDENT 200 CAMPO ST DENVER CO 80221-3612

MARTINEZ FILIMON AND MARTINEZ ELEANOR C OR CURRENT RESIDENT 340 CRAGMORE ST DENVER CO 80221-3692

MARTINEZ FRANK C AND MARTINEZ KATHLEEN P OR CURRENT RESIDENT 300 CRAGMORE ST DENVER CO 80221-3692

MARTINEZ MARTIN AND MARTINEZ BLANCA L OR CURRENT RESIDENT 541 CRAGMORE ST DENVER CO 80221-3697

MARTINEZ PAUL V OR CURRENT RESIDENT 7361 GRANADA RD DENVER CO 80221-3641 MARTINEZ THOMAS REY OR CURRENT RESIDENT 61 GREENWOOD BLVD DENVER CO 80221

MC GUIGAN KENNETH L AND MC GUIGAN ARLENE M OR CURRENT RESIDENT 7310 GRANADA RD DENVER CO 80221-3642

MCGANNON TIMOTHY S OR CURRENT RESIDENT 7311 GRANADA RD DENVER CO 80221-3641

MEDINA ANGELICA AND HERRERA VALDEZ LUIS MARTIN OR CURRENT RESIDENT 221 CRAGMORE ST DENVER CO 80221-3631

MEDINA DIANA R OR CURRENT RESIDENT 101 CAMPO ST DENVER CO 80221-3677

MEDINA RACHEL T OR CURRENT RESIDENT 201 GREENWOOD BLVD DENVER CO 80221-3643

MEIS EDWIN M II OR CURRENT RESIDENT 80 CAMPO STREET DENVER CO 80221

MENDEZ RUBY AND MENDEZ SHALEEN N OR CURRENT RESIDENT 7340 GREENWOOD BLVD DENVER CO 80221

MENDOZA RAFAEL ARIZPE AND RAMIREZ BLANCA R OR CURRENT RESIDENT 260 CAMPO ST DENVER CO 80221-3612

MENDOZA SAUL SIANEZ AND SIANEZ PEDRO M OR CURRENT RESIDENT 7381 GRANADA RD DENVER CO 80221-3641 MESAROS KAREN OR CURRENT RESIDENT 41 CORTEZ STREET DENVER CO 80221

MESSNER MICHAEL J AND MESSNER ELIZABETH A OR CURRENT RESIDENT 7320 GREENWOOD BLVD DENVER CO 80221-3579

MESTAS ROMAN OR CURRENT RESIDENT 321 GREENWOOD BLVD DENVER CO 80221-3657

METZGER SAMUEL OR CURRENT RESIDENT 201 CORTEZ ST DENVER CO 80221-3619

MICHEL SCOTT DAVID AND MICHEL SANDRA M OR CURRENT RESIDENT 7421 GRANADA RD DENVER CO 80221-3650

MILLER MICHAEL H OR CURRENT RESIDENT 7351 GRANADA RD DENVER CO 80221

MITCHELL ANTHONY W OR CURRENT RESIDENT 60 GREENWOOD BLVD DENVER CO 80221

MOFFETT MICHAEL S OR CURRENT RESIDENT 300 CAMPO ST DENVER CO 80221-3678

MOLINA GILBERTO RAMOS AND IBARRA ELSA OR CURRENT RESIDENT 60 CRAGMORE STREET DENVER CO 80221

MONCAYO GILBERTO AND AGUIRRE CESAR AND MONCAYO LORENZA OR CURRENT RESIDENT 100 GREENWOOD BLVD DENVER CO 80221-3694 MONTEZ DEBRA A ASTORGA ROMIE OR CURRENT RESIDENT 461 CORTEZ ST DENVER CO 80221-3625

MONTOYA WARREN I AND MONTOYA PEGGY J OR CURRENT RESIDENT 421 CRAGMORE ST DENVER CO 80221-3637

MORGAN JOHN OR CURRENT RESIDENT 7410 GRANADA RD DENVER CO 80221-3651

MOSLEY JERMAINE D OR CURRENT RESIDENT 61 CORTEZ ST DENVER CO 80221-3617

NAMURA ALETHEA JOY AND SPRADLING DENNIS F OR CURRENT RESIDENT 400 GREENWOOD BLVD DENVER CO 80221-3672

NIEBLAS ROMAN E AND NIEBLAS-ORTIZ HEIDI OR CURRENT RESIDENT 7380 GREENWOOD BLVD DENVER CO 80221-3579

NORRIS VICTORIA AND SEEGER KATHERIN OR CURRENT RESIDENT 7320 GRANADA RD DENVER CO 80221-3642

NOTESTONE ERIK OR CURRENT RESIDENT 341 CORTEZ ST DENVER CO 80221-3683

OLDANI AMANDA JOAN OR CURRENT RESIDENT 221 GREENWOOD BLVD DENVER CO 80221-3643

ORTEGA BARBARA A OR CURRENT RESIDENT 381 GREENWOOD BLVD DENVER CO 80221-3657 PADILLA BERNICE OR CURRENT RESIDENT 140 CAMPO ST DENVER CO 80221-3676

PASILLAS JOSE MANUEL OR CURRENT RESIDENT 420 CRAGMORE ST DENVER CO 80221-3638

PAYNE PATRICIA L AND JACKSON JAMES C OR CURRENT RESIDENT 121 CRAGMORE ST DENVER CO 80221-3691

PEREZ CASTRO GUILLERMO AND PEREZ MARGARITA OR CURRENT RESIDENT 101 BRONCO RD DENVER CO 80221-3686

PEREZ LUCIA OR CURRENT RESIDENT 301 CRAGMORE ST DENVER CO 80221-3693

PERRAULT MICHAEL OR CURRENT RESIDENT 501 CORTEZ ST DENVER CO 80221

PERRIGO TRAVIS W AND PERRIGO LISA OR CURRENT RESIDENT 41 BOWIE CT DENVER CO 80221-3675

PHILLIPS KINSLEY OR CURRENT RESIDENT 201 BRONCO RD DENVER CO 80221-3687

PORFIRIO ROSALES AND LOURDES RIVERA POZOS OR CURRENT RESIDENT 140 CORTEZ ST DENVER CO 80221-3680

QUEZADA FELIPE OR CURRENT RESIDENT 340 CAMPO ST DENVER CO 80221-3678 RAMIREZ CESAR GONZALEZ AND ROQUE MARIA ISABEL HERRERA OR CURRENT RESIDENT 441 CORTEZ ST DENVER CO 80221-3625

ROBINSON MARY EVELYN OR CURRENT RESIDENT 61 CAMPO ST DENVER CO 80221-3605

ROCKWELL HARRY J AND ROCKWELL CATHERINE ANNE OR CURRENT RESIDENT 301 CORTEZ ST DENVER CO 80221-3683

RODRIGUEZ EFRAIN AND RODRIGUEZ MARIA OR CURRENT RESIDENT 360 CORTEZ ST DENVER CO 80221-3682

RODRIGUEZ EMILIO CARRERA OR CURRENT RESIDENT 300 CORTEZ ST DENVER CO 80221-3682

RODRIGUEZ FREDDY OR CURRENT RESIDENT 240 CRAGMORE ST DENVER CO 80221-3632

RODRIGUEZ MANUEL OR CURRENT RESIDENT 380 CRAGMORE STREET DENVER CO 80221

ROGERS KEITH V OR CURRENT RESIDENT 261 CORTEZ ST DENVER CO 80221-3619

ROSENOF TIMOTHY J OR CURRENT RESIDENT 7420 GREENWOOD BLVD DENVER CO 80221-3581

RUIZ GERARDO OR CURRENT RESIDENT 360 CRAGMORE ST DENVER CO 80221-3692 RUIZ PABON ROSARIO OR CURRENT RESIDENT 500 CORTEZ ST DENVER CO 80221

RYAN JANET S OR CURRENT RESIDENT 321 CORTEZ ST DENVER CO 80221-3683

RYAN JESSE M OR CURRENT RESIDENT 241 GREENWOOD BLVD DENVER CO 80221-3643

SANDOVAL DELGADO JUAN JOSE OR CURRENT RESIDENT 161 CORTEZ ST DENVER CO 80221-3681

SEIBERLING SARA OR CURRENT RESIDENT 60 BOWIE CT DENVER CO 80221-3674

SERR PAUL BRADLEY OR CURRENT RESIDENT 121 CAMPO ST DENVER CO 80221-3677

SILLETTO PIA MARIE OR CURRENT RESIDENT 20 BOWIE CT DENVER CO 80221-3674

SISNEROS CHARLENE P OR CURRENT RESIDENT 190 CRAGMORE ST DENVER CO 80221-3690

SISNEROS GABRIEL JR OR CURRENT RESIDENT 281 CORTEZ STREET DENVER CO 80221

SMITH CHERYL ANN OR CURRENT RESIDENT 341 CAMPO ST DENVER CO 80221-3679 SNOW CLAUDIE L JR AND SNOW CORAL E OR CURRENT RESIDENT 361 GREENWOOD BLVD DENVER CO 80221-3657

SNOW SHARON K AND SAILAS FRED OR CURRENT RESIDENT 181 BOWIE CT DENVER CO 80221

SOLIS HELEN JOANN AKA SOLIS HELEN J OR CURRENT RESIDENT 7390 GREENWOOD BLVD DENVER CO 80221-3579

SOTO MARIO AND SOTO DEBORAH OR CURRENT RESIDENT 521 CRAGMORE ST DENVER CO 80221

SPECHT LARA J OR CURRENT RESIDENT 7411 GRANADA RD DENVER CO 80221-3650

STRELOW CHRISTINA ANN OR CURRENT RESIDENT 40 CORTEZ ST DENVER CO 80221-3618

TERRAZAS HUMBERTO AND TERRAZAS MARIA J OR CURRENT RESIDENT 421 CAMPO ST DENVER CO 80221-3613

THIESSEN GLORIA AND THIESSEN GLORIA DENISE OR CURRENT RESIDENT 480 CRAGMORE ST DENVER CO 80221-3638

THIS THING OF OURS LLC OR CURRENT RESIDENT 120 GREENWOOD BLVD DENVER CO 80221

THOMPSON DANIEL R AND THOMPSON RACHEL R OR CURRENT RESIDENT 41 CRAGMORE ST DENVER CO 80221 TISCARENO DANIELA E RODRIGUEZ OR CURRENT RESIDENT 160 CORTEZ ST DENVER CO 80221-3680

TORRECILLAS VALENZUELA AVELINA AND PULIDO CANDHOLA ARTURO OR CURRENT RESIDENT 21 BOWIE CT DENVER CO 80221-3675

TORRES ALONDRA OR CURRENT RESIDENT 180 CAMPO ST DENVER CO 80221-3676

TOWLE THOMAS J OR CURRENT RESIDENT 120 CAMPO ST DENVER CO 80221-3676

UPDIKE MICHAEL LEE OR CURRENT RESIDENT 121 GREENWOOD BLVD DENVER CO 80221-3695

VALDEZ RICARDO HERRERA OR CURRENT RESIDENT 20 CRAGMORE ST DENVER CO 80221-3628

VALDOVINOS GLADYS N OR CURRENT RESIDENT 21 CRAGMORE ST DENVER CO 80221-3627

VANDERBUR THOMAS A AND VANDERBUR ELLEN E OR CURRENT RESIDENT 180 CORTEZ ST DENVER CO 80221-3680

VASQUEZ ALEJANDRA OR CURRENT RESIDENT 480 CORTEZ ST DENVER CO 80221-3626

VIDALES BRIJIDO RETANA OR CURRENT RESIDENT 561 CRAGMORE ST DENVER CO 80221-3697 VILLAR HOMERO AND VILLAR MARIA OR CURRENT RESIDENT 101 CRAGMORE ST DENVER CO 80221

VILLEGAS SAMUEL CRUZ OR CURRENT RESIDENT 460 CAMPO STREET DENVER CO 80221

WALKINSHAW JUSTIN AND SCOTT ROBERT L OR CURRENT RESIDENT 7271 GREENWOOD BLVD DENVER CO 80221-3577

WAREHAM ERIK RYAN AND WAREHAM MARCELLA P OR CURRENT RESIDENT 20 CAMPO ST DENVER CO 80221-3606

WELTE STEVEN LEE AND WELTE LESLIE ANN OR CURRENT RESIDENT 121 BOWIE CT DENVER CO 80221-3603

XINOL RUBEN AND FRANCESCHY MARIA DEL SOCORRO OR CURRENT RESIDENT 240 CAMPO ST DENVER CO 80221-3612

ZULETA VALENTIN MARTINEZ OR CURRENT RESIDENT 401 CRAGMORE ST DENVER CO 80221-3637

CURRENT RESIDENT 7400 GREENWOOD BLVD DENVER CO 80221-3581

CURRENT RESIDENT 7480 BROADWAY DENVER CO 80221-3601

CURRENT RESIDENT 21 CAMPO ST DENVER CO 80221-3605 CURRENT RESIDENT 40 CAMPO ST DENVER CO 80221-3606

CURRENT RESIDENT 7260 BROADWAY DENVER CO 80221-3608

CURRENT RESIDENT 7262 BROADWAY DENVER CO 80221-3608

CURRENT RESIDENT 7270 BROADWAY DENVER CO 80221-3608

CURRENT RESIDENT 7301 BROADWAY DENVER CO 80221-3609

CURRENT RESIDENT 7320 BROADWAY DENVER CO 80221-3610

CURRENT RESIDENT 7350 BROADWAY DENVER CO 80221-3610

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CURRENT RESIDENT 221 CAMPO ST DENVER CO 80221-3611

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CURRENT RESIDENT 461 CAMPO ST DENVER CO 80221-3613

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CURRENT RESIDENT 61 CRAGMORE ST DENVER CO 80221-3627

CURRENT RESIDENT 81 CRAGMORE ST DENVER CO 80221-3627

CURRENT RESIDENT 280 CRAGMORE ST DENVER CO 80221-3632

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CURRENT RESIDENT 220 GREENWOOD BLVD DENVER CO 80221-3644

CURRENT RESIDENT 7431 GRANADA RD DENVER CO 80221-3650

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CURRENT RESIDENT 11 BOWIE CT DENVER CO 80221-3675

CURRENT RESIDENT 81 BOWIE CT DENVER CO 80221-3675

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CURRENT RESIDENT 7540 BROADWAY APT 309 DENVER CO 80221-8237



Referral Listing Case Number PRC2019-00007 Unison Housing at 7401 Broadway - FDP, Final Plat and SIA

Agency	Contact Information
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Adams County Fire Protection District	Chris Wilder 8055 N. WASHINGTON ST. DENVER CO 80229 (303) 289-4683 cwilder@acfpd.org
Adams County Parks and Open Space Department	Aaron Clark mpedrucci@adcogov.org (303) 637-8005 aclark@adcogov.org
Adams County Sheriff's Office: SO-HQ	Rick Reigenborn (303) 654-1850 rreigenborn@adcogov.org

Agency	Contact Information
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CDOT Colorado Department of Transportation	Bradley Sheehan 2829 W. Howard Pl. 2nd Floor Denver CO 80204 303.757.9891 bradley.sheehan@state.co.us
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 brandyn.wiedrich@centurylink.com
CITY OF THORNTON	JASON O'SHEA 9500 CIVIC CENTER DR THORNTON CO 80229 0
CITY OF THORNTON	Lori Hight 9500 CIVIC CENTER DRIVE THORNTON CO 80229 303-538-7670 developmentsubmittals@cityofthornton.net.
CITY OF THORNTON	JIM KAISER 12450 N WASHINGTON THORNTON CO 80241 720-977-6266
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLO DIV OF MINING RECLAMATION AND SAFETY	ANTHONY J. WALDRON - SENIOR ENV DEPT. OF NATURAL RESOURCES 1313 SHERMAN ST, #215 DENVER CO 80203 303-866-4926 tony.waldron@state.co.us
COLO DIV OF WATER RESOURCES	Joanna Williams OFFICE OF STATE ENGINEER 1313 SHERMAN ST., ROOM 818 DENVER CO 80203 303-866-3581 joanna.williams@state.co.us

Agency	Contact Information
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COLORADO DIVISION OF WILDLIFE	Eliza Hunholz Northeast Regional Engineer 6060 BROADWAY DENVER CO 80216-1000 303-291-7454 eliza.hunholz@state.co.us
COLORADO DIVISION OF WILDLIFE	Serena Rocksund 6060 BROADWAY DENVER CO 80216 3039471798 serena.rocksund@state.co.us
COLORADO GEOLOGICAL SURVEY	Jill Carlson 1500 Illinois Street Golden CO 80401 303-384-2643 303-384-2655 CGS_LUR@mines.edu
Colorado Geological Survey: CGS_LUR@mines.edu	Jill Carlson Mail CHECK to Jill Carlson 303-384-2643 303-384-2655 CGS_LUR@mines.edu
COMCAST	JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com
MAPLETON SCHOOL DISTRICT #1	CHARLOTTE CIANCIO 591 E. 80TH AVE DENVER CO 80229 303-853-1015 charlotte@mapleton.us
NS - Code Compliance	Caleb Bachelor 4430 S. Adams County Pkwy Brighton CO 80601 720.523.6206 cbachelor@adcogov.org

Agency	Contact Information
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REGIONAL TRANSPORTATION DIST.	CHRIS QUINN 1560 BROADWAY SUITE 700 DENVER CO 80202 303-299-2439 chris.quinn@rtd-denver.com
THORNTON FIRE DEPARTMENT	Chad Mccollum 9500 Civic Center Drive THORNTON CO 80229-4326 303-538-7602 firedept@cityofthornton.net
TRI-COUNTY HEALTH DEPARTMENT	MONTE DEATRICH 4201 E. 72ND AVENUE SUITE D COMMERCE CITY CO 80022 (303) 288-6816 mdeatrich@tchd.org
TRI-COUNTY HEALTH DEPARTMENT	Sheila Lynch 6162 S WILLOW DR, SUITE 100 GREENWOOD VILLAGE CO 80111 720-200-1571 landuse@tchd.org
Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health landuse@tchd.org
UNITED STATES POST OFFICE	MARY C. DOBYNS 56691 E COLFAX AVENUE STRASBURG CO 80136-8115 303-622-9867 mary.c.dobyns@usps.gov
US EPA	Stan Christensen 1595 Wynkoop Street DENVER CO 80202 1-800-227-8917 christensen.stanley@epa.gov
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com

CERTIFICATE OF POSTING



I, Libby Tart, do hereby certify that I had the property posted at

7401 Broadway, Denver, CO 80221

July 2, 2020 on ____

in accordance with the requirements of the Adams County Zoning Regulations

Sint Jart, AICP Libby Tart

Unison Housing at 7401 Broadway PRC2019-00007

July 21, 2020 Board of County Commissioners Community and Economic Development Case Manager: Libby Tart



1) Final Development Plan (FDP) For 116 multi-family units

2) Final Plat

Consolidate into a 4.71-acre parcel

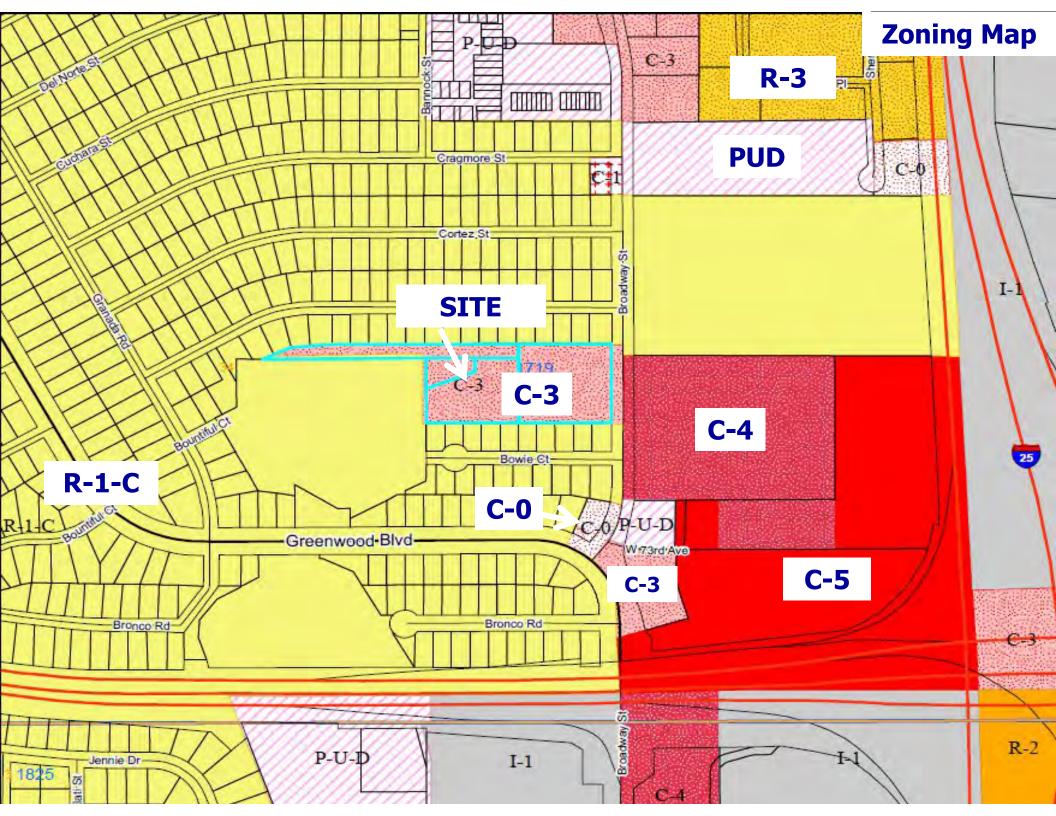
3) Subdivision Improvements Agreement (SIA)
 For Public Improvements to the overall development

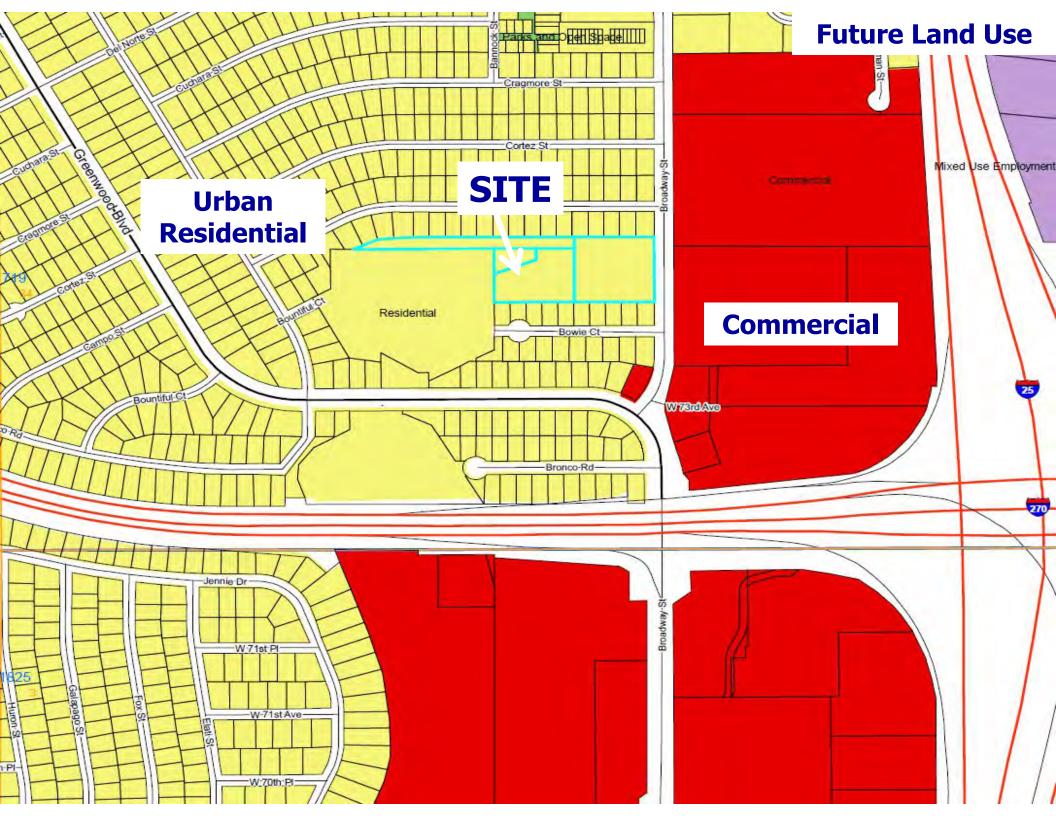
Background

Unison Housing Partners is a housing authority providing affording housing and support programs to individuals and families.

- Former Child and Family Services Center of the Human Services Department prior to the Human Service Center at Pecos
- Fall 2018: The Board of County Commissioners approved the transfer of property from Adams County to Unison Housing Partners
- February 19, 2019: The Board of County Commissioners approved a request to rezone the property from C-3 to Planned Unit Development (PUD), a Preliminary Development Plan (PDP) and a Preliminary Plat.







Final Development Plan (FDP)

- A FDP is the latter of two approvals:
 - Site-specific development plan
 - Final plat
 - SIA
- Includes:
 - Housing type and design
 - Development standards
 - Parking
 - Landscape
 - Open space and active recreation

Unison FDP Proposal

Unison proposes the following:

- 116 Units with 1-3 Bedrooms
- 41% Open Space (30% Landscaped)
- Parking Ratio of 1.55 Spaces Per Unit
 - 1 Bedroom = 1 space
 - 2 Bedrooms = 1.5 spaces
 - 3 Bedrooms = 2 spaces
 - 25% Guest Parking
 - 36 Bicycle Parking Spaces
 - Bus Stop in Front of Building
 - Parking Passes for Residents

Criteria for Final Development Plan

Section 2-02-10-04

- 1. Conforms to Comprehensive Plan
- 2. Conforms to PUD standards
- 3. Consistent with approved PDP
- 4. Construction plans meet all County, Utility, Tri-County, etc. requirements

Proposed Housing

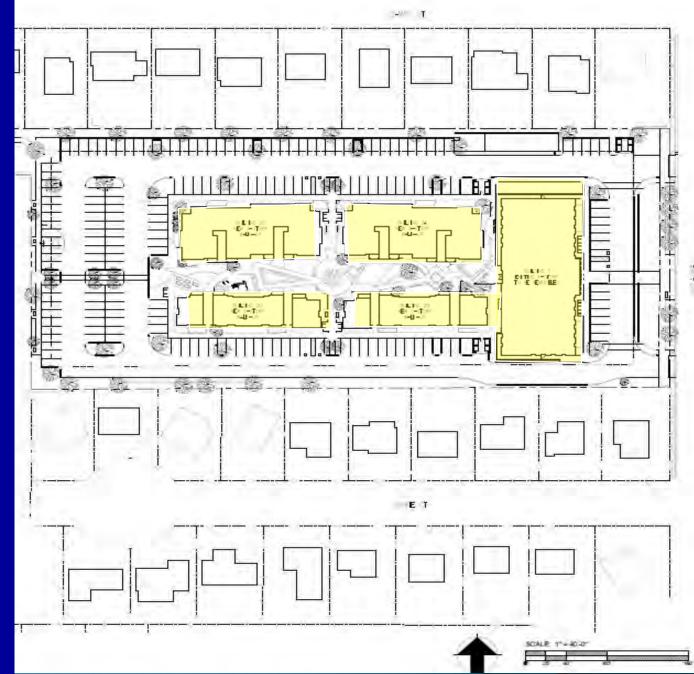
Five Buildings – One Existing, Four New

116 Units with Leasing Office Area

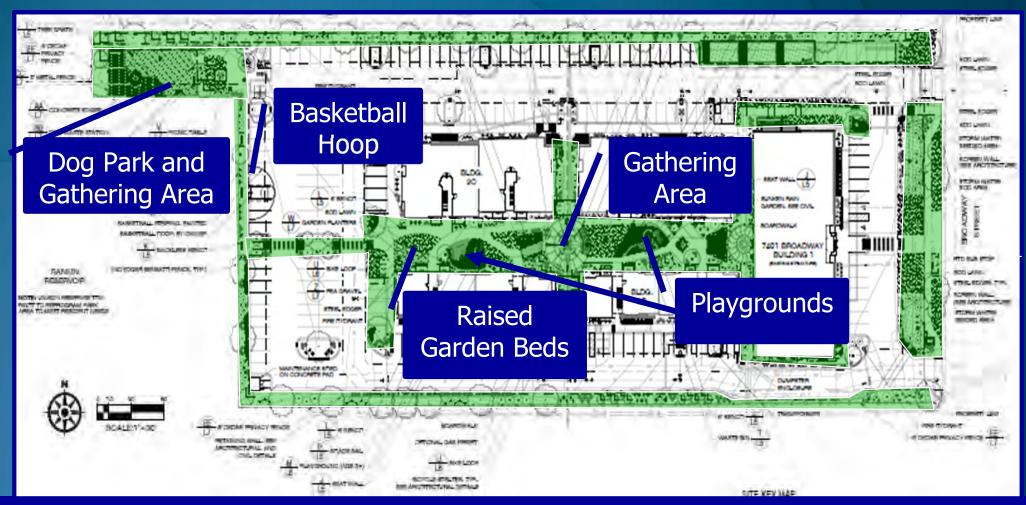
65-feet in Building Height

64 1-bedroom36 2-bedroom16 3-bedroom

Existing Building allotted for Transitioning Foster Children into Adult Housing



Open Space and Active Recreation Areas



41% Open Space

- Amenities:
- •Dog Park
- •Courtyard with Raised Bed Gardens
- •Small Playground with Structure

Natural Play AreaBasketball Hoop

Elevations



BUILDINGS 1, 2A & 2C STREET ELEVATION [4] E E E F E E E F F B -F E E Ē H F F F П 2 1 BUILDING 20 BUILDING 20 BUILDING 1 BUILDINGS 2C & 2D STREET ELEVATION BUILDING 1 STREET ELEVATION -(2) (3)

SULDING 34.

RADING 1



BUILDINGS 1, 2B & 2D STREET ELEVATION THE TOP (1)

BARDING 2C

Elevations COLOR FALETTE CDIONICS OFFICERTE BY TOXINGSTHETIC WHITE SHEWNIN VILLAMS DOLOR-(SU-RURT (M 2008 ROYONOFT COPPLETED B-RYININ NULLANS CONFILADING (CP-1) COLONIA, MED BERNICOE CAPITLASHING (27-2) ACTS (MOLATE BERNDAR ETCHE COLOR RANGE PELOLEDGE RIGANTE BLOOMING STORE COLOR (C2) REVE EN 28(1) NEXT (REVE) BHINGLE SPECIFIC WILLIAMS COLOR (C) DIO CHERRY SWI NICE BASIS SHERWIK MULAME DOLON COLOMY BY TOD BLACKPOK SHERVA WILLIAMS STORE COLOR PARADE PELOLECCE PADOVA ELECTRADO-STORE E BULING 28 BULING 2D 8.0006 30 810,000 21 BUILDINGS 2C & 2D COURTYARD ELEVATION 6 BUILDINGS 28 & 2D STREET ELEVATION 3 Đ Η Π H Ε Ε 14 BROOM 3A 800.040 28 9,8280 1 BUILDINGS 2A & 2B COURTYARD ELEVATION 5 BUILDING 1 COURTYARD ELEVATION 2

BUILDINGS 2A & 2B COURTYARD ELEVATION

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BUILDINGS 24 & 20 COURTYARD ELEVATION

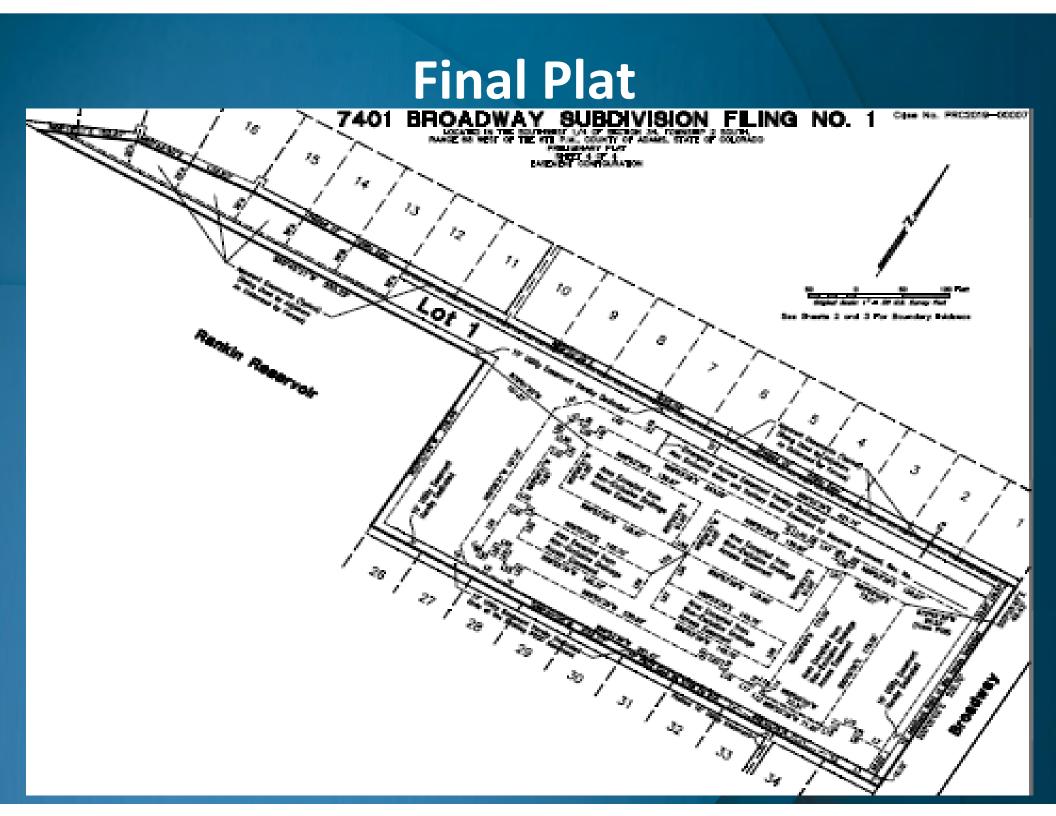
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BALING 3A

Major Subdivision-Final Plat

Section 2-02-17-04

- 1. Conforms to approved preliminary plat
- 2. Conforms to subdivision design standards
- 3. Sufficient water supply
- 4. Sufficient public sewage
- 5. Identify any topographical conditions
- 6. Adequate drainage improvements
- 7. Adequate public infrastructure and collateral



Major Subdivision-Final Plat

- Conforms to approved Preliminary Plat
- Conforms to Subdivision Design Standards
- Adequate public infrastructure to support the development (Thornton Water and Sewer)
- Subdivision Improvement Agreements (SIA) signed and executed



North from Highway 7

A State

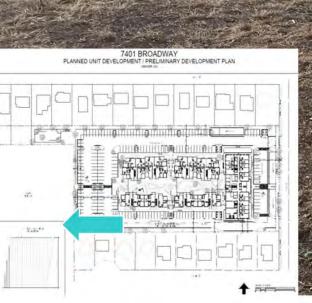








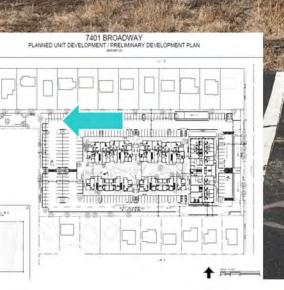
South from Elmira Street



East from Elmira Street



East from Elmira Street



Referral Comments

Notifications Sent	Comments Received
438	2

- Property Owners and Residents within 750 ft

Comments:

- Neighborhood: Low Income Housing Concerns and Fencing
- Adams County Fire Rescue: Additional Driveway Width and Turning Radii
- Mapleton Public School District: Parking Reduction and Amenity Concerns
- City of Thornton and Xcel: Resolved Easements
- DWR: Confirmation on water supply
- Tri-County Health: Commended the applicant on trails and walks throughout the project and to the bus stop

Conclusion

- The Three Requests are consistent with:
 - Adams County Development Standards and Regulations
 - Imagine Adams County Comprehensive Plan
 - Adams County Balanced Housing Plan
 - Unison Housing's PUD Standards and approved PDP
 - Construction Plans meet all County, Utility, and other requirements

Recommendation Unison Housing at 7401 Broadway PRC2019-00007

Staff recommends **Approval** of the Unison Housing FDP, Final Plat, and SIA based on 11 Findings-of-Fact and 1 Note.



Note: 1. The applicant shall adhere to all fire, animal, zoning, and building codes.



Parking Comparison Tables

Appendix A - Parking Comparison with similar multifamily projects in Adams County

	L Broadway	740:		
7401 Broadway St. Denver, CO 80221				
Parking Needed for units	7401 Broadway Units	Parking stalls per unit	# of Bedrooms	
64	64	1	1-Bed	
54	36	1.5	2-Bed	
32	16	2	3-Bed	
150	116			
29	25%	Guest Parking		
179	Parking Needed	Total		
180	Parking Provided	Total I		

Adams County	
Parking Standards	
(2/unit + 50% Guest)	
128	
72	
32	
232	
58	
290	
38%	reduction

Parking Needed for units	Aztec Villas Units	Parking stalls per unit	<mark># of</mark> Bedrooms
25	25	1	1-Bed
161	107	1.5	2-Bed
64	32	2	3-Bed
250	164		
41	25%	Guest Parking	
291	arking Needed	Total Pa	
305	king Provided	Total Par	

Adams County	
arking Standards	
/unit + 50% Guest)	
50	
214	
64	
328	
82	
410	
26%	reduction

Parking Needed for units	Baker School Apts. Units	Parking stalls per unit	# of Bedrooms
48	48	1	1-Bed
108	72	1.5	2-Bed
44	22	2	3-Bed
200	142		
34	24%	Guest Parking	
234	arking Needed	Total P	
249	arking Provided	Total Pa	

Adams County	
Parking Standards	
2/unit + 50% Guest)	
96	
144	
44	
284	
71	
355	
30%	reduction

9	Parking Needed for units	Village of Yorkshire Units	Parking stalls per unit	# of Bedrooms
4	84	84	1	1-Bed
)	150	100	1.5	2-Bed
2	32	16	2	3-Bed
5	266	200		
0	50	25%	Guest Parking	
5	316	Parking Needed	Total	
D	310	Parking Provided	Total F	

Adams County
Parking Standards
2/unit + 50% Guest)
168
200
32
400
100
500
38% reduction

*According to the FDP only 234 parking stalls were required



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

_ _ _ _ _ _ _ _ _ _ _

CASE NO.: PRC2019-00019 CASE NAME: Berkley Shores

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CASE No.: PRC2019-000	19 CASE NAME: Berkley Shores
Owner's Information:	HDC 6300 Lowell Boulevard LLLP
Applicant's Name:	HDC 6300 Lowell Boulevard LLLP
Applicant's Address:	2100 Downing Street, Denver, CO 80205
Location of Request:	6300 and 6330 Lowell Blvd. and Parcel # 0182508200049
Nature of Request:	 a Final Development Plan (FDP) for 89 single-family attached (72 units) and detached housing (17 units) units on 9.73 acres; 2) a Final Plat for 89 parcels and 18 tracts on 9.73 acres; 3) a Waiver from Street Design Standards; and 4) a Subdivision Improvement Agreement (SIA)
Zone District:	Planned Unit Development (PUD)
Site Size:	9.726 acres
Proposed Uses:	Residential
Existing Use:	Residential
Hearing Date(s):	BOCC: July 21, 2020/ 9:30 am
Report Date:	July 1, 2020
Case Manager:	Libby Tart
Staff Recommendation:	APPROVAL with 14 Findings-of-Fact, and 1 Note

SUMMARY OF PREVIOUS APPLICATIONS

On July 25, 2019, the Planning Commission heard a request for the formation of the Berkley Shores Metropolitan Service District (PLN2019-00011) to service the proposed residential Planned Unit Development (PUD). The Board recommended approval of the District to the Board of County Commissioners and will be heard in a public hearing on August 20, 2019.

On August 22, 2019, the Planning Commission (PC) heard the 6300 Lowell Boulevard application for 1) a rezone from R-1-C to Planned Unit Development (PUD-Residential), 2) creating a preliminary development plan (PDP) for 89 units of single-family attached and detached housing (17 single-family detached, 72 single-family attached/townhomes), 3) creating a preliminary plat for 89 parcels and 15 tracts on 9.726 acres and 4) a request for a waiver from the lot depth to width ratio standard. Members of the Planning Commission voted 4-3 to forward the case to the Board of County Commissioners (BoCC) with a recommendation of approval and a condition to hold at least two additional neighborhood meetings prior to the submission of the Final Development Plan (FDP), Final Plat and Subdivision Improvement Agreement (SIA) applications. The BoCC heard the case on September 17, 2019 and voted 4-0 to approve the requests with two new conditions in addition to the one recommended by the PC:

1) The traffic study shall reference and analyze all modes of travel to be provided with the final development plan and final plat and said study must address multimodal connectivity and any necessary improvements. The traffic study shall also analyze methods for speed control on adjacent streets.

2) Applicant shall designate and provide for a mixed–age play area on the final development plan which shall provide a place for physical activity for children.

SUMMARY OF APPLICATION

Background

The applicant, HDC 6300 Lowell Boulevard, LLCP, is requesting four items: 1) a Final Development Plan (FDP) for 89 single-family attached (72 units) and detached housing (17 units) on 9.73 acres; 2) a Final Plat for 89 parcels and 18 tracts on 9.73 acres; 3) a waiver from the County's Subdivision Design Standards to allow for a modified street cross-section by 4-feet and a modification of the ROW by 2-feet; and 4) a Subdivision Improvement Agreement (SIA). The acreage is divided into 5.7 acres for the 89 units of housing (PA-1) and 4 acres of open space with Lake Pomponio (Tract A). The open space calculation for the overall PUD is 43%.

The current site is comprised of three parcels totaling 9.726 acres and is located approximately 620 feet south of the southeast intersection of Lowell Boulevard and West 64th Avenue. Lake Pomponio, a two-acre lake, and a segment of the Manhart Ditch are contained within the acreage. While the site is not located within the one-mile radius of a commuter rail station to qualify as transit-oriented development, the site is within 1.5 miles of three transit stations (the Federal, Sheridan, and Westminster locations).

Per Section 2-02-10-04-01 of the County's Development Standards and Regulations, a Final Development Plan and Final Plat are required prior to development of the site and is the reason of the proposed request.

Development Standards and Regulations

Final Development Plan:

A Final Development Plan (FDP) is a site-specific development plan which describes and establishes the type and intensity of uses for a specific parcel of land. Per Section 2-02-10-04 of the Adams County Development Standards and Regulations, a Final Plat and Development Agreements (SIAs, etc.) are required to be submitted with a Final Development Plan. The Final Plat and Development Agreement outlines public improvements required with the development.

Below is a summary of housing types, design information, parking and open space areas proposed with the FDP:

Housing Types and Designs

Berkley Shores includes single-family detached and single-family attached described as follows:

Single-Family Detached (SFD)

- 17 lots
- 1,500-1,900 square-feet per unit
- 2 garage parking spaces with driveway parking
- Predominant building material is fiber cement with an asphalt shingle roof
- Primary building colors in pantones of black, brown, gray, and green
- Accent colors in orchid, mahogany, dark blue, and black

Single-Family Attached (SFA)

- 72 lots
- Single-family attached homes from 568-1,550 square-feet per unit (Four smaller ADA units, six 2-story units, and 62 3-story units)
- 1 garage parking space per unit with 1 additional space along the driveway or designated throughout the development
- Predominant building material is fiber cement with an asphalt shingle roof
- Primary building colors in pantones of black, brown, gray, and green
- Accent colors in orchid, mahogany, dark blue, and black

The 2019 Rezone and Preliminary Development Plan (PDP) requested various standards within their Planned Unit Development (PUD) zone district to include a 35-foot height limit for the SFD lots, a 40-foot height limit for the 1-2 story SFA units, and a 45-foot height limit for the 3-story SFA units. The additional height allows for flexibility with roof styles. Setbacks are to be at 10 feet for all fronts, except 20 feet from Lowell Boulevard, 3 feet for side corner setbacks along a private street and 10 feet along a collector, 3 feet for exterior wall and open space side setbacks, and 18 feet requested for rear-loaded single-family attached, 15 feet for three story front loaded attached, and 18 feet for three story single-family attached rear loaded.

The primary change from the PDP to the FDP was the creation of four single-story ADA-accessible units on the ends of each of the 3-story unit blocks to allow for a height transition and additional options for future homeowners. The former four units were 3-story units in the PDP and were amended following the two required neighborhood meetings.

Overall Parking and Covered Garages

The applicant is providing a total of 257 parking spaces throughout the development for owners and guests, along with 12 detached garages for separate purchase for any of the future homeowners. The minimum parking space count is 214 parking spaces for the owners of all units (2 spaces per SFD unit, 2.5 spaces per SFA unit), along with 42 guest parking spaces.

West 63rd Avenue

The previous PDP and Preliminary Plat created West 63rd Avenue, a local street connecting Lowell Boulevard to Julian Street through Berkley Shores. The potential for additional traffic and spillover guest parking in the Julian Street to Federal Boulevard stretch of West 63rd Avenue was of concern to the residents of the area. The applicant held two neighborhood meetings that were

required as a condition by the Planning Commission and Board of County Commissioners on September 23, 2019, and November 18, 2019, and decided to no longer provide direct access through to Julian Street. A swing gate has been placed just prior to West 63rd Avenue connecting to Julian Street to provide emergency only access. No further comment has been received from nearby residents regarding traffic and spillover parking following this change.

Multi-Modal Connectivity

The applicant, in response to the BoCC condition from the PDP/Preliminary Plat hearing, has provided information within their Traffic Report about Berkley Shores' location and how it corresponds to multi-modal connectivity. While the development is not claiming any trip reductions for proximity to transit, bus, bike trails, etc., it does sit between two rail stations along the G-Line. The applicant notes the following in the report: "Along Lowell Boulevard at the project site, sidewalk exists on both sides of the street. Sidewalk is being constructed along Lowell Boulevard south of W 62nd Avenue as part of the Lowell Boulevard improvements. The west side sidewalk at Lowell Boulevard is a 10' wide shared use path and provides direct connection to recreation at Jim Baker Reservoir. Continuing west from Jim Baker Reservoir, shared bicycle lane markings on W 60th Avenue complete the bicycle connection to the RTD 60th & Sheridan / Arvada Gold Strike Station. The Lowell Boulevard Trail also provides a connection north, intersecting with the Little Dry Creek Trail and providing access to Westminster Station at 72nd Avenue and Federal Boulevard. There is no current trail connection near the site to the Clear Creek Trail."

The emergency access gate provided at the intersection of Julian and the extension of 63rd Avenue will allow pedestrians and cyclists to move freely but is prohibiting vehicular traffic from continuing east along 63rd.

Common Areas and Amenities

The applicant is providing 43% open space (minimum required is 30% in a PUD), which includes amenities such as a community fishing pier and trails along the pond, the pond itself, as well as neighborhood gardens and pedestrian walks throughout.

The applicant has added in a pocket park with a playground, shade structure, overlook deck, picnic table and grill following comments at the PDP hearings regarding amenities for families. An estate fence will occur along Lowell Boulevard and the northern common areas of Lake Pomponio. An existing chain link fence will remain on the rear and eastern sides of Lake Pomponio following conversations with residents of the Aloha Beach community. See page 15 of Exhibit 2.2 for a fencing exhibit.

<u>Final Plat</u>

Per Section 2-02-17-04 of the County's Development Standards and Regulations, the applicant is requesting approval of a final plat for the proposed residential development. The 9.7-acre site area currently consists of three parcels. The proposed final plat will create 89 residential lots and multiple tracts for private alleys, detention, and open space.

Access into the subdivision is from the west along Lowell Boulevard, or the western property boundary. The applicant is creating three private streets – King Court, West 62nd Place and West

63rd Place and one public street, West 63rd Avenue. The applicant is requesting a street design waiver of West 63rd Avenue to widen the typical local road cross-section by four-feet and the right-of-way by two-feet to accommodate parking on each side of the street and meet the Adams County Fire Rescue requirement for a minimum clear distance of 26-feet for a fire apparatus to reach the 3-story SFA product.

The proposed final plat conforms to the criteria for approval outlined in Section 2-02-17-04-05 of the County's Development Standards, which include conformance to the approved preliminary plat and the subdivision design standards.

Section 5-02 of the County's Development Standards and Regulations requires improvements with all subdivision plats. Such improvements are normally approved and constructed through a Subdivision Improvements Agreement (SIA) that is accompanied by sufficient collateral to secure the improvements. The applicant is providing a SIA with the application.

Subdivision Improvement Agreement:

Per Section 5-02-05 of the Adams County Development Standards and Regulations, a Subdivision Improvements Agreement (SIA) is required for the proposed development. The agreement is required to address the manner and timing of the completion of all subdivision improvements and responsibility for payment of the costs of improvements associated with the development.

The SIA outlines the Developer's obligation for required construction and collateral for all public improvements. Staff has reviewed the SIA and confirmed the proposed agreements are in compliance with the County's Development Standards and Regulations.

Future Land Use Designation

The proposed development area is designated as Urban Residential in the County's Future Land Use Map. Per Chapter 5 of the Adams County 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. The first goal in Chapter 2 of the County wide Policies and Strategies in the Comprehensive Plan states that the County shall continue to provide a range of housing choices and travel options to meet the needs of a variety of residents – an aging population, those desiring a rural lifestyle, families and others. They reinforce that this is an important consideration as it relates to the County's ability to attract and retain primary jobs and provide services.

The subject property area is identified in a variety of plans such as the 2012 Transportation Plan with the Lowell Boulevard roadway plan, the Northwest Subarea Mobility Plan for on-street bikeways along Lowell, the Federal Boulevard Plan market/site analysis as an area of influence for urban housing and the need for greater neighborhood, business and transit connections to Federal, and the Southwest Adams County Plan as a "triangle of opportunity" due to its great regional access and location as well as being within a one-mile area around rail stations.

The 2018 Balanced Housing Plan references the provision of housing supply to meet the demands of the County's growing population. The Berkley Shores project is in line with the Plan in that it

is "integrating development practices that increase diversity in housing options". The Berkley Shores applicants are offering a variety of housing options such as townhomes and duplexes, to address the "missing middle" housing needs of Adams County within this area. The "missing middle problem", as defined in the Housing Needs Assessment for the 2018 Balanced Housing Plan, is "a lack of housing units of medium density". Currently, the missing middle housing accounts for 15.6% of the County's housing stock but the Balanced Housing Plan suggests that a 35% increase is needed to meet the "missing middle" households within the County.

Site Characteristics

Approximately 9.726 acres of land are within the proposed PUD. The three parcels are currently developed with two single-family detached homes, which are to be removed with the approval of the proposed development application. Lake Pomponio, presently surrounded by dense landscaping, comprises the later 1/3 of the 9.726 acres. The lake will be preserved and enhanced as an open space and recreational amenity for the Berkley Shores residents and Aloha Beach residents immediately south of Berkley Shores.

Northwest	North	Northeast
R-1- C	A-1	R-1- C
Residential	Residential	Residential
West	Subject Property	East
A-1 and R-1-C	R-1-C	R-1- C
Residential	Residential	Residential
Southwest	South	Southeast
R-1-C	R-1- C	R-1- C
Residential	Residential	Residential

Surrounding Zoning Designations and Existing Use Activity

Compatibility with the Surrounding Land Uses

The surrounding area currently consists of single-family homes. The proposed single family attached and detached residential planned unit development is consistent with the surrounding area.

The proposed development is within a one-mile radius of three transit-oriented station areas and recent development application requests in the greater area trend toward rezoning properties to R-2, R-3 or PUD to provide duplex, townhome, and multi-family development.

Staff Recommendation

Based upon the application, the criteria and review process for a Final Development Plan, Final Plat, and Street Design waiver, Staff recommends Approval of the request with 14 Findings-of-Fact and 1 Note.

FINDINGS OF FACT:

Final Development Plan:

- 1. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
- 2. The FDP conforms to the P.U.D. standards.
- 3. The FDP is consistent with any approved PDP for the property.
- 4. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community and Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

Major Subdivision (Final Plat):

- 5. The final plat is consistent and conforms to the approved preliminary plat.
- 6. The final plat is in conformance with the subdivision design standards.
- 7. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
- 8. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
- 9. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
- 10. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
- 11. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

Waiver (Street Design):

- 12. Extraordinary hardships or practical difficulties result from strict compliance with these standards and regulations;
- 13. The purpose of the standards and regulations are served to a greater extent by the alternative proposal;
- 14. The waiver does not have the effect of nullifying the purpose of these standards and regulations.

Recommended Note to the Applicant:

1. The applicant shall adhere to all fire, animal, health, zoning, and building codes.

PUBLIC COMMENTS

Property Owner and Occupants Notified	Number of Responses
81	5

Staff sent the notices to property owners and occupants within 750 feet of the subject property. As of writing this report, Staff has received four responses for the FDP/Final Plat application. The responses consisted of appreciation for the emergency access gate provision at Julian Street, concerns about Lowell being equipped to handle the increased traffic, Colorado being a semi-arid state, and storm drainage draining north into a property. Staff provided the comments to the applicant and addressed the specific questions on storm drainage from an adjacent resident. See Exhibit 5 for all owner/occupant comments.

The applicant held two neighborhood meetings prior to submitting the FDP/Final Plat/Waiver and SIA applications. The first was held on September 23, 2019 and the second was held on November 18, 2019. Three topics of discussion continued throughout the meetings concerning traffic, density, and height. The applicant addressed each item with the following:

- Traffic The applicant created an emergency access only gate at the intersection of West 63rd Avenue and Julian Street. This will prevent traffic from this neighborhood or from Lowell from cutting through West 63rd Avenue to Federal Boulevard.
- Density This was addressed in the PDP; the applicant lowered their proposed number of units from 92 to 89 to provide additional sidewalks and a trail network through the middle of the development.
- Height The applicant created four accessible, single-story attached units on the end of each of the three-story unit blocks to blend in the development more with the surrounding neighborhood.

COUNTY AGENCY COMMENTS

Adams County Development Services

Development Services Planning Staff requested that the applicant work through some of the design language, parking counts and landscape mitigation (a certain number of shrubs in lieu of trees due to steep grades along Lake Pomponio and easements). The applicant has corrected and provided all necessary information to Staff at this time.

Development Services Engineering Staff requested the applicant provide a gate in lieu of bollards to address the emergency only access east along West 63rd Avenue. Further items involved working through construction improvements, easements, and the Subdivision Improvement Agreement. The applicant has addressed all information needed from Engineering, Right-of-Way, Legal, and Finance staff at this time.

Adams County Public Works

Noted that a Subdivision Improvements Agreement will be required at the time of the FDP/Final Plat.

Adams County Development Services Environmental and Building

Noted that an inert fill permit must be obtained prior to importing any fill material onto the project area.

Adams County Development Services Addressing and Right-of-Way

Development Services Right-of-Way had comments during the review on addressing, the labeling of the 12 covered garage spaces for sale, and various easements required throughout the plat. All review items were resolved and corrected by the applicant.

Adams County Parks and Open Space

No comment.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

<u>Adams County Fire Rescue</u> – Noted the applicants needed additional width and turning radii for fire department apparatuses in addition to an emergency access gate in lieu of the original proposal with bollards. All items were addressed in the initial review.

<u>Xcel Energy</u>– Noted that adequate utility easements must be requested. The applicant resolved these issues by amending their landscape plan to allow for shrubs in lieu of trees in the easements.

 $\underline{\text{USGS}}$ – noted below-grade construction may not be feasible due to the proximity of the lake and ditches $\underline{\text{Tri-County Health}}$ – Noted that the existing homes and garages on site will need a demo permit if they have the presence of asbestos fibers and lead paint and to abandon the existing on-site wastewater treatment system for their records. They also commended the applicant for providing a network of sidewalks and trails throughout the development.

<u>CDOT</u> – Noted that the emergency access gate at Julian Street will not require additional permitting at this time. If the emergency access gate goes away and allows for vehicular access to the east (Federal Boulevard), the applicant will need to submit documents to their agency to determine what is needed for full access (as it pertains to Federal Boulevard).

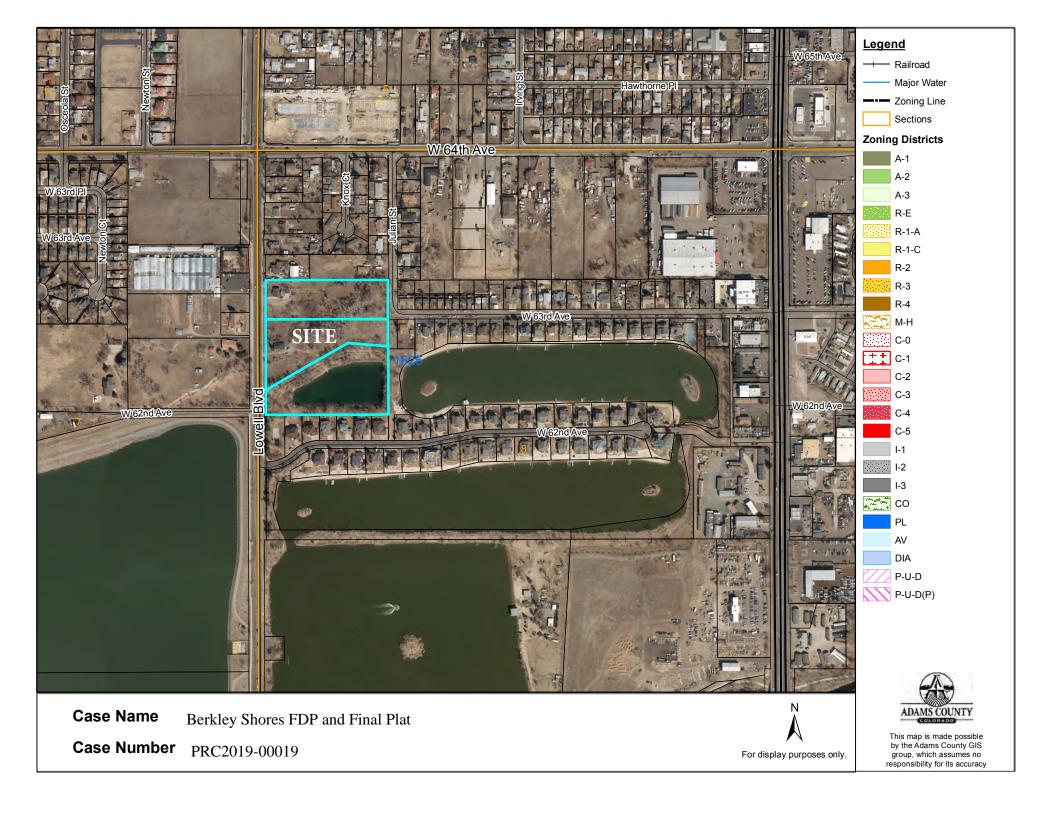
Responding without Concerns:

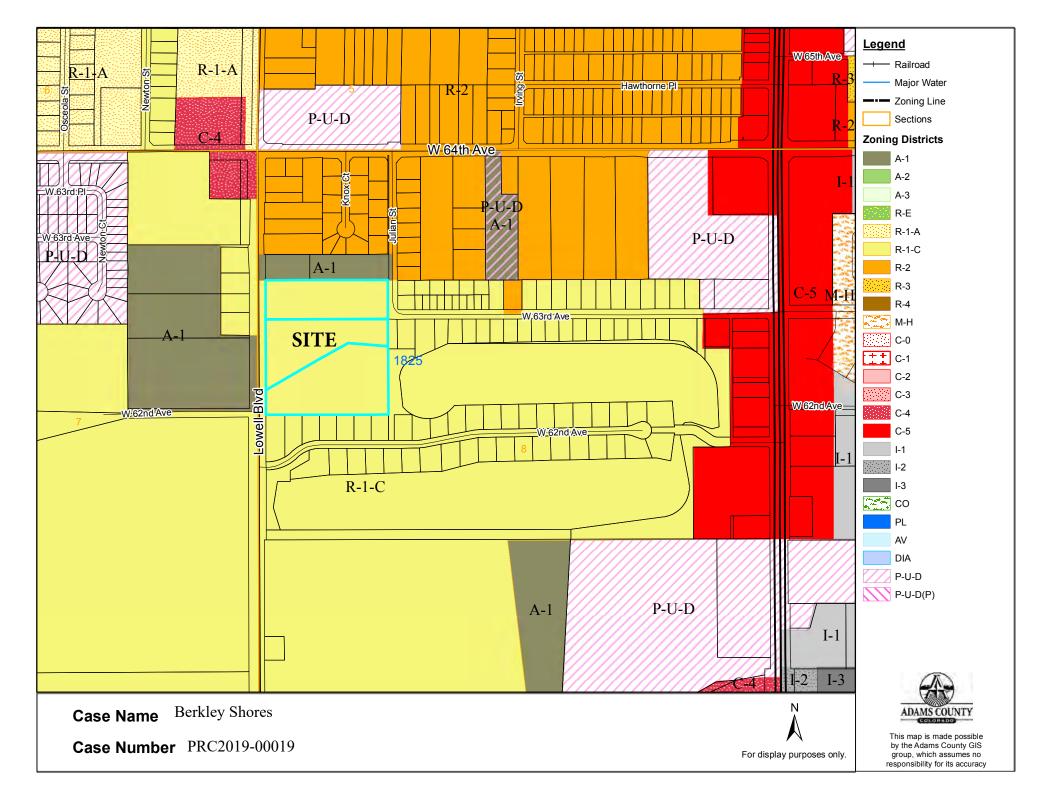
State Division of Water Resources North Pecos Water & Sanitation District Perl Mack Neighborhood Group

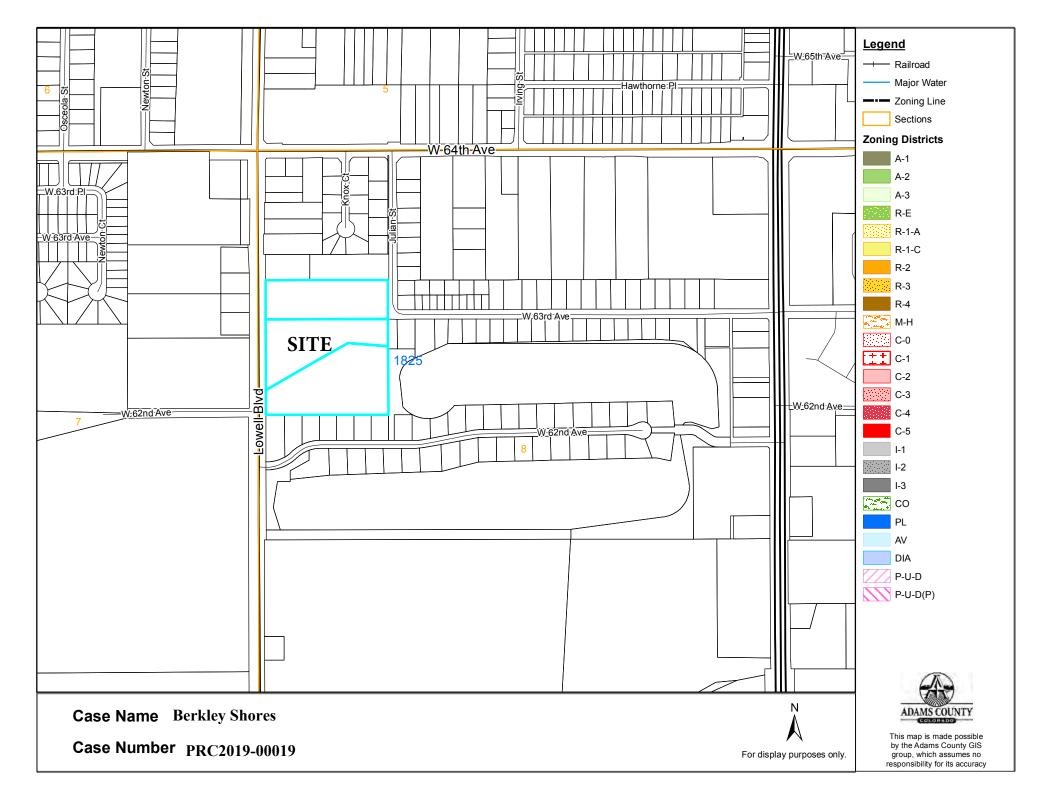
Notified but not Responding / Considered a Favorable Response:

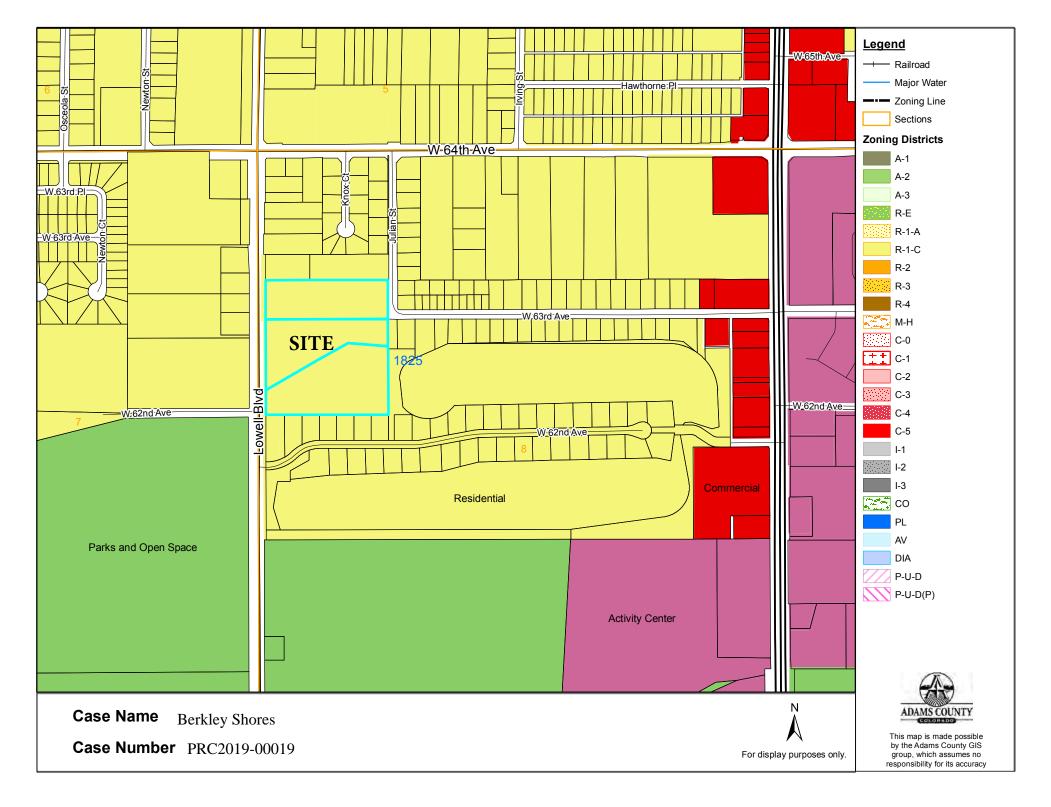
Adams 12 Five Star Schools Adams County Sheriff's Office Adams County Treasurer Arvada Fire Department Berkley Neighborhood Association Berkley Water Berkley Water & Sanitation Century Link, Inc. City of Arvada City of Federal Heights City of Federal Heights City of Westminster Colorado Division of Mining Reclamation and Safety Colorado Division of Wildlife Colorado Geological Survey Comcast

Crestview Water & Sanitation Federal Heights Fire Department Goat Hill Mapleton School District #1 Metro Wastewater Reclamation Mobile Gardens North Lincoln Water and Sanitation District North Washington Street Water & Sanitation District Northridge Estates at Gold Run HOA Pecos Park Logistics Park Metro District Pomponio Terrace Metro District RTD Shaw Heights Water District The TOD Group Union Pacific Railroad United States Post Office US EPA Welby Citizen Group Westminster Fire Department Westminster School District #50











June 15, 2020

Ms. Libby Tart Adams County 4430 S. Adams County Pkwy Brighton, CO 80601

Re: Berkley Shores Final Development Plan and Final Plat – Fourth Submittal

Dear Libby:

We are pleased to resubmit this memo and associated documents on behalf of our Client, Highland Development Company, for the fourth submittal of the formal request to consider approval of a Final Development Plan and Final Plat for the Berkley Shores project. This letter provides an overview of the project application and submittal documents.

Site Context/Existing Conditions

Berkley Shores consists of approximately 9.73 acres and is an in-fill parcel located east of Lowell Blvd. between W. 62nd Ave. and W. 63rd Ave. The sites naturally occurring and County designated characteristics include:

- The current zoning for the property is Planned Unit Development, approved on September 17th, 2019.
- Adams County 2012 Future Land Use Map identifies this property as Urban Residential.
- Existing residential neighborhoods are located on the east and south boundaries: Aloha Beach and Lake L'Nor at Aloha Beach.
- Lowell Blvd. offers direct vehicular access as well as utility connections from W 63rd Avenue.
- The property is within close proximity to three Light Rail Stations: Clear Creek/Federal Station and 60th and Sheridan/Arvada Gold Strike Station on the Gold Line to the south and Westminster Station on the B Line to the north.
- The site contains the existing two-acre Lake Pomponio and a segment of the Manhart Ditch.
- The existing sanitary sewer main and easement for Crestview Water and Sanitation District traverses the property.

Applicant:

HDC 6300 Lowell Boulevard, LLLP is the formal applicant. 6300 Lowell, LLC is an entity managed by Highland Development Company, a local development company that entitles land and participates in select, strategic real estate development opportunities along the Front Range. Recent projects include West Line Village in Lakewood, First & Washington and The Brownstone in Golden, and Mayfair Row and Wrigley on Penn in Denver.

Public Outreach:

A separate memorandum has been prepared regarding the public outreach process and letters received from community members for the Berkley Shores project per the County's comments provided on January 8th, 2020. A response has been prepared for each of the letters to acknowledge and answer concerns.



Description of Application:

Final Development Plan

The Berkley Shores neighborhood will offer a variety of housing options from Single-family Attached to Single-family Detached to encourage a broad spectrum of residents and buyers. The neighborhood will be developed in phases based on a logical and cost-effective manner.

Proposed Housing Product

The Berkley Shores neighborhood will provide up to 89 homes with two housing types; Single-family Detached ranging from 1,500 SF to 1,900 SF and Single-family Attached ranging from 568 SF to 1,550 SF. The majority of the housing options will be rear-loaded floor plans creating an enhanced street scene by eliminating the garage doors from the front facades. The Single-family Detached homes will be two (2) story units and the Single-family Attached homes will be a combination of one (1), two (2) and three (3) story units. The Single-family Attached homes will provide four (4) single-story accessible townhome units with a 568 SF floorplan. The architectural design will utilize rich colors, textures, and materials to support a fresh Colorado rustic inspired residential concept. The homes will celebrate a strong indoor and outdoor connection with porches, patios, and balconies.

Open Space

With the Urban Residential designation, open space becomes an important neighborhood feature for future residents. The approved PDP requirements for forty (40) percent open space, with a minimum 25% active open space have been met. The neighborhood open space requirement is satisfied with preservation of Lake Pomonio which creates a strong visual connection along Lowell Blvd., a lake edge trial system and several key internal pedestrian connections. The primary amenity area will be situated west of Lake Pomponio with trails, benches, open play, small climbing structure, raised garden beds and access to the lake edge. The primary site amenity will serve as active open space as well as the walks throughout the community. Several Single-family Detached homes take advantage of the lake amenity with front porches/patios facing the lake edge.

Tract A is dedicated as open space per the Berkley Shores Final Plat to serve the residents of the subdivision. It is intended to remain open space for the life of the subdivision. As a result of this dedication the area of Tract A will be credited toward the neighborhood park portion of the land dedication requirement

Natural Resource Conservation Overlay

The Natural Resource Conservation Overly is located along Lowell Blvd. and surrounds Lake Pomponio. The proposed neighborhood development proposes to preserve the Lake Pomponio portion as open space and impact less than one (1) acre along Lowell Blvd. The active open space and pocket park sits within a portion of the NRCO. The existing tree inventory along Lake Pomponio has been inspected by a licensed arborist and been deemed to be of poor quality and species. *The existing tree stock Lake Pomponio will be removed and replaced with higher value tree species and appears to be outside or right on the edge of the NRCO GIS Boundary.*

Landscape Requirements

All landscape requirements and calculations have been met. Per previous conversations with County Staff, an existing 20' wide easement and steep grades around Lake Pomponio limit the ability for buffer plantings in that area. Trees for required buffer plantings have been met by adjusting locations to adjacent areas and the use of tree equivalents. The FDP narrative has been updated to include County staff comments and define tree equivalents. The note reads as "Required tree counts may be met with the use of tree equivalents. One (1) tree equivalent equals ten (10) shrubs per tree."



Improvements

The site terrain slopes from north to south, the site layout and architectural design will help terrace down the existing grade change. Improvements to Lowell Blvd., W. 63rd Ave., and Julian St. will be part of the neighborhood design. The Manhart Ditch will be piped through the property and the existing Crestview sanitary sewer main will be relocated. On-site stormwater will be treated in a water quality pond and discharged to the existing lake. Lake Pomponio is the property's historic outfall and will provide any required detention.

A waiver of street design standards has been applied for separately on February 14th, 2020 along with the Second FDP submittal.

Parking and Access

The parking needs have been met within the community by providing the required 214 parking spaces via garages, aprons, reserved parking bays and free standing garages. Guest parking is provided with bays and on street parking on W 63rd Avenue on the property. There are an additional 42 parking spaces located on-street and on aprons that were not counted towards the 214 required parking spaces. A parking exhibit has been provided to the County Planner to demonstrate the calculations and counts.

Through-traffic on W. 63rd Avenue will be limited via a locked swing gate to emergency responders due to community input and concerns regarding increased traffic. The gate provides easy emergency access via a Knox Box that emergency responders can access. Bollards were not utilized at the request of the associated emergency responding agencies.

Final Plat

A draft of the final plat for the project has been included. The final plat details the ROW dedication, lot sizes, private tracts and existing easements that will be remain or be vacated. Proposed easements for utilities will be identified on the final plat.

A total of twelve garage lots have been added to the plat. These are represented as lots G-1 through G-12. These are intended to be for sale garages available to the residents of the neighborhood. This has been coordinated with County staff as requested.

We look forward to working closely with the Adams County staff during the review and approval process for Berkley Shores neighborhood applications. Please let us know if you have any questions or need additional information.

Sincerely,

on Wad

Susan Wade, PLA Senior Planner



720.283.6783 Office 1500 West Canal Court Littleton, Colorado 80120 **REDLAND.COM**

February 14, 2020

Ms. Libby Tart-Schoenfelder Adams County 4430 S. Adams County Pkwy Brighton, CO 80601

Re: Berkley Shores Community Outreach and Letter Responses

Dear Libby:

We are pleased to submit this memo and associated documents on behalf of our Client, Highland Development Company, for a formal request to consider approval of a Final Development Plan and Final Plat. This letter provides an overview of the project's community outreach process and responds to letters written by community members in regards to Berkley Shores.

Public Outreach:

A neighborhood meeting was held on August 28th, 2018 at the Francis M. Day Elementary School. As part of the PDP approval, we have held two additional neighborhood meetings to continue communications with the surrounding neighbors. The first of the two meetings was held on September 23rd, 2019 and the second meeting was on November 18th, 2019 at the Francis M. Day Elementary School.

Further topics of discussions include:

Concerns with cut through Traffic on 63^{rd} Ave. – We are no longer providing direct access through to W. 63^{rd} Avenue. We will provide emergency access only with a gate.

Too dense for the surrounding neighborhood – The neighborhood is located in the Urban Residential district based on the County's Comp Plan, which calls for higher density housing to support the surrounding transit stations. The number of units has fluctuated during this process from 91 units to 89 units.

Concerns with building height – We have proposed two story homes all 3 sides of the neighborhood and placed the 3 story THs central to the block. Even the 3-story THs step down along the edges to provide a single-story accessible unit at the four key intersection entry points on the site.

Community Letters and Comments:

Additional community input has been provided by Adams County Staff in the form of letters written by neighbors and community members. These letters have been forwarded to the



project team throughout the project and during the county review process. It is Redland's and Highland Development Company's desire that each letter and author be addressed and acknowledged. While every concern may not be addressed perfectly to the correspondents' desires, the community developer/owner, and design team have attempted to incorporate and balance the needs of the surrounding community and meet the projects goals. We believe that many of the concerns and thoughts presented have been addressed during the design process. Please see the letters and their comment responses below for how community input has been incorporated into the project.

Adjacent Property Owner/Occupant Comments (Please note: applicant must provide responses to all comments):

1. I puzzle why you ask for comments when I question if they are even read, let alone considered. However, once again I register my concern that Lowell cannot handle all of the increased traffic your development presents. I already have difficulty getting on to Lowell, I also question where you are getting the water long term for these proposed people when Colorado is a semi desert state.

Marilyn Fanganello 6249 Lowell Blvd.

In regard to the concerns about increased traffic in the neighborhood we have taken all the proper steps with the city to ensure Lowell Blvd. can handle the demand from an engineering standpoint and will implement any recommended mitigations. Denver Water and Crestview Water & Sanitation work together to manage water demands for this area.

2.

Dear Jill,

We are pleased that the Applicant for Berkley Shores has agreed to provide Emergency Access Only at 63rd Ave and Julian Street.

Here are some of the benefits:

-Direct entry onto an adjoining minor arterial as the main entrance -Existing 63rd Ave and Julian St not connecting to a minor and principle arterial with traffic flowing through older established neighborhoods -It will be much safer for residents of the existing neighborhood, and also for

the Berkley residents with no through traffic

-No heavy truck traffic using the Berkley 63rd Ave between Federal and Lowell as presently several large straight trucks and semis use 63rd and Julian -No intersection issues with 3-way traffic at 63rd Ave and Julian Street -No issues with CDOT on a new State Highway Access Permit at 63rd Ave



and Federal Blvd

-Less issue with connecting 63rd Ave to Lowell Blvd as a local street, as per Adams County (ch 8-07-03), since it would not become a through street (similar to 62 Ave intersecting Lowell Blvd from the Aloha Beach community)

We would recommend 63rd Ave onto the site should be private as it meets the PUD Standards, Section 3-30-03-02-01. This would be similar to 62nd Ave into Aloha Beach. It would follow along with 63rd Pl and 62nd Pl and ensure adequate snow removal and maintenance.

We no longer request an Appeal to the Adams County Board of Adjustment. A copy of this transmission is being forwarded to the Case Manager for Public comment. Thank you for working with us, Jill.

Sincerely, Jake and Patty Gasper

Thank you for your comments and careful consideration on the matter. 63rd Ave. is no longer a through street. Emergency access will be provided at Julian St. and 63rd Ave.

3. See attached scanned letter from Ms. Valdez.



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Thank you for your comments and careful consideration on the matter. 63rd Ave. is no longer a through street. Emergency access will be provided at Julian St. and 63rd Ave.

4. See attached scanned letter from Mr. Kasper.



1. E PERKLEY SHORES 1-3-2020 HI31 AM IAM INTERESTED IN SEEING THE STORM DRANAGE FROM ALL THE PROPERTIES NORTHOF THE SIGHT TO BYTH AVE. TO BE HISTORIC SURE THE FLOCE IS NOT IMPEDED BY THE PROPOSED DEVELOOMENT,

The engineering plan will comply with County standards. Any increased flows will be acounted for in our stormwater management plan.



Joe and Gladys Elliott 9-23-19 1st Neighborhood meeting. 1. We have concerns with the density the attached townhomes. Just Small reduction would be helpful to the quality . of our neighborhood. 2. We have a concerns with the height of the townhomes that the developer is going to be "hidden" by keeping them in the "center" of rows of townhomes. going to be "hidden" by keeping Some three story townhomes will be 45' hgh. The existing homes all around this area one or two storys. That, 3. Traffic concern on Lowell Blud is already very heavy traffic. 4. Concerns with playground near the pond. Children could be unsafe unless parent actually are with them. With houses around the pond people Irving in town homes may not be able to see their children and if they are safe. There are many issues. Parking, Traffic not fitting neigh borhood

The playground area should be seen as a non-exclusive amenity for the neighborhood. We encourage neighborhood use. Safety will be seen as top concern and will be incorporated into the design.



ello Of a through street on cosid. Without sidewalks or calming masuring on the existing lost dAve it's too dangerous for the fids who live there We also have a son with down syndrome, so basic safety measures (i.e. sidewalks) are important. to please talk to the county about cross walk on Lowell creating acess either to Jim Baker Res. on the park just south of the Re. m The Paulicks 3161 W 63rd 2. community No quited we want access to the for \$ park.



Our development is open to the public. We would love to have them join us at the playground. We are also adding many ADA sidewalks and traffic calming measures to the site to improve the pedestrian experience.

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We are adding pedestrian connectivity throughout our site to improve multi-modal acces. 63rd Ave. is no longer a through street. Emergency access will be provided at Julian St. and 63rd Ave.

Redla WHERE GREAT PLACES

To: The County and Developer of project named LOWELL I am writing in regards to the 63 Rel thru-way on and . 63 Ed Ave is a busy street anyway so to open that up to howell would be not good !!! To make it on remengency thru-way ONLY !!! would best option. Agree with that !! be the Reople speed down this street everyday! Very dangerous!! Mu uck actually got totalled right front of my house cause of driving mazy and preeding 3385 W. 63 Fª AUE. hiving at Thank you, King

63rd Ave. is no longer a through street. Emergency access will be provided at Julian St. and 63rd Ave.



Public Meeting Comments

6300 Lowell - 3rd Neighborhood Meeting - November 18, 2019

Neighbor Feedback Summary

Architecture and Density

- Townhomes look poorly designed, cheap, "ratty", low-end
- Density is too high
- · Height is incompatible with 1 and 2-story homes, 3-story does not fit
- Density is 2-3 times greater than surroundings and not appropriate
- 16' is too narrow, not the "flavor" of the area
- Not happy with change to neighborhood character, no high-density housing
- · The neighborhood is not in agreement with the Country's designation of Urban Residential
- Like single-family homes, dislike high-density in middle of the site

Traffic

- Combined with Section 8 housing at 64th, this will make Lowell a nightmare
- Lowell already has heavy traffic
- Trains cause a back-up on Lowell
- 63rd Ave. should not go through, emergency access only
 - 6 out 16 surveyed did not want 63rd to go through
 - Connection will have an impact on traffic speed and volume.
- 63rd improvement timeline is too long
- A gate at 63rd would eliminate the issue
- People will cut through on 63rd from Lowell to Federal, skipping 64th
- Traffic study data may not capture reality
- Too much traffic at too high of speed
- Parking on 63rd and Julian narrows the road and slows traffic
- Traffic study needs to wait until Lowell construction is complete, people are using alternative routes due to construction delays

Parking

- Baker St. Apartments already adding to street parking issues
- People don't park in garages, shouldn't be counted
- Even 40 cars would be too much
- · Can't park at the park
- 18' Driveways are too small

Construction

- The timing of the Lowell connection, should be before townhomes are built
- Limit trucks on 63rd to limit dust and dirt



Other

- · Style of homes will lower home values at Aloha Beach
- Aloha Beach Community does not approve, only 10% or less did
- · Do not want other people in the neighborhood
- · The park is too far away from some townhomes, unsafe for children, too close to pond
- Homeowners will not understand the metro district
- Will residents be able to cross the pond?
- No room for playground
- · Pocket park is too small
- Aloha Beach does not want ditch piped
- · Homes will be occupied by renters and Millennials; homes will be low-quality "projects"

Process

- · This is not a meeting, it wasn't organized, developers are just going through the motions
- Notice did not go out correctly (no map)
- Have not received notices
- This should have happened before BOCC, it's too late
- Continuance letter was misleading (i.e. the neighbors thought BOCC was delayed to hold the meeting)
- · Adams County bureaucracy (don't have a voice, don't agree with vision/comprehensive plans)
- The County ignores this area (police, planning, etc.)
- Response memo only addressed Aloha Beach comments



6300 Lowell - 3rd Neighborhood Meeting - November 18, 2019

Neighbor Feedback Summary

Our third neighborhood meeting largely focused on the forthcoming traffic study, specifically the study's methodology and the recommended mitigation and traffic calming measures. Some attendees mentioned that an access point at 63rd Ave. and Julian St. may be convenient. However, when polled, all attendees voted for the single-access option (no access at Julian St.). A summary of additional concerns follows.

Traffic and Parking

- The traffic study doesn't address parking concerns. Residents are concerned about where they
 will park.
- How does the traffic study account for medians along Federal?
- Large trucks block and narrow 63rd Ave., and it is effectively not a 2-lane road.
- It would be detrimental to the neighborhood to have 63rd Ave. tie through.
- Will 64th Ave. be widened?
- Collectors cannot connect to local streets.
- Consider making 63rd Ave. a gated road on both sides (Julian and Lowell).
- Northbound traffic on Lowell Blvd. backs up considerably and could block the intersection at 63rd Ave.
- What does the County want? (In regard to the site access decision)
- A connection at 63rd Ave. and Lowell Blvd. may make for an easier left turn at 64th Ave., but ultimately no one wants 63rd Ave. to go through.
- Residents are grumpy about traffic.
- · Consider a one-way exit from Berkley Shores onto Julian St.
- The applicant shouldn't pretend like taking 63rd Ave. is a favor to the residents.
- Consider a second access point off of Lowell Blvd.
- Widening 63rd Ave. will remove parking; it's too narrow as is and parking is often taken up by Aloha Beach residents.
- Tandem parking won't work.
- Berkley Shores residents will park down the street.
- Residents doubt traffic counts were taken when and where they were taken.
- Residents can't get safely on to Lowell Blvd. as is; a light will be needed.

Other

- · Consider pedestrian access, mid-block crossing across Lowell Blvd. to reach park.
- It's unfortunate to see schools close and the neighborhood change, but it feels inevitable.
- County is biased and in the pocket of the applicant.
- Only one letter of support was received.
- Would there be a raised sidewalk at Lowell?



- Do not permit construction traffic to enter from Julian St.
- Consider going higher with fewer buildings.
- Residents feel they were lied to by the County about park improvements.
- Where will school buses stop?

Format and Process

- A resident did not receive a map in August 2018.
- The provided map was confusing.
- No comment sheet was provided.
- The density increase after the first neighborhood meeting should have warranted a new neighborhood meeting.
- The applicant shouldn't pretend like removing 3 units is a favor to the residents.

While we understand the public's concern about the neighborhood meeting process, we have made every effort to hear and understand the neighbor's concerns. We had a designated place for comments and our team was available to receive additional feedback. We also understand that this project is of a slightly different character than the existing homes. However, we have designed the buildings to gently transition from the existing one- and two-story homes to the townhome product. We have also revised the elevations and materials to reflect a more rustic, traditional aesthetic in keeping with the neighborhood. As traffic speed and volume is a chief concern of all neighborhoods, we heard loud and clear that having 63rd Ave. as a through street would be detrimental to the neighborhood. It now features a gate for emergency responder access, and all new resident traffic will go through Lowell Blvd. and 63rd Ave. Our traffic engineer has also studied this scenario, and we will incorporate any necessary mitigations of this new pattern.

We appreciate working closely with the Adams County staff during the review and approval process for Berkley Shores neighborhood applications. Please let us know if you have any questions or you need additional information.

Sincerely,

usan Wade

Susan Wade, PLA Senior Planner

Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

Development Review Team Comments

Date: 01/08/2020 Project Number: PRC2019-00021 Project Name: Berkley Shores FDP and Final Plat

Note to Applicant:

For submission of revisions to applications, a cover letter addressing each staff review comment must be provided. The cover letter must include the following information: restate each comment that requires a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff. A re-submittal is required.

Commenting Division: Development Services, Planning Name of Reviewer: Libby Tart Email: <u>Ltart@adcogov.org</u> / 720-523-6858

PLN1. REQUEST

a. Applicant is requesting to 1.) a Final Development Plan (FDP) for 89 single-family attached (72 units) and detached housing (17 units) on 9.73 acres; and 2.) a Final Plat for 89 parcels and 18 tracts on 9.73 acres.

PLN2. COMPREHENSIVE PLAN:

a. Site is designated as <u>Urban Residential.</u> Per Imagine Adams County, "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."

PLN3. SITE LOCATION/ ZONING:

- a. 6300 and 6330 Lowell Blvd./ 0182508209001, 0182508200050, 0182508200049
- b. The subject property is currently designated PUD.

PLN4. COMMENTS:

Charles "Chaz" Tedesco

BOARD OF COUNTY COMMISSIONERS

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 Mary Hodge DISTRICT 5

Written Explanation Materials

4A. In the written explanation of the project document, please revise the following:

• Please separate out the public outreach/neighborhood meeting summary and associate materials from the letter of explanation. Provide the neighborhood meeting summary as a separate document/file with the next submission.

Comment Acknowledged. The public outreach and neighborhood meeting summary have been removed from the letter of explanation and created as a separate document. The new memo contains the community members letters that have been forwarded by the county, and the development team's responses.

4B. Currently our Assessor files indicate that only one parcel is in the name of the Highland Development Company and the other two are still reflecting ownership by Wayne and Jane Hanson. Please clarify if all three parcels will be recorded to reflect the same ownership or if this is in progress.

All three parcels are under the same ownership.

4C. Please provide a paragraph in the written explanation outlining the parking requirements and provisions as well as the 63rd Avenue bollard/gate proposal.

Comment Acknowledged, written explanation has been added to the Letter of Explanation and under the Improvements section on page 3 of the FDP, text reads as follows:

'The parking needs have been met within the community by providing the required 214 parking spaces via garages, aprons, reserved parking bays. Guest parking is provided with bays and on street parking on W 63rd Avenue on the property. There are an additional 42 parking spaces located on-street and on aprons that were not counted towards the 214 required parking spaces. A parking exhibit has been provided to the County Planner to demonstrate the calculations and counts.

Through-traffic on W. 63rd Avenue will be limited via a locked swing gate to emergency responders due to community input and concerns regarding increased traffic. The gate provides easy emergency access via a Knox Box that emergency responders can access. Bollards were not utilized at the request of the associated emergency response agencies.'

Final Development Plan Comments:

4D. Please provide a signature block into the cover sheet for county attorney approval. Comment Acknowledged, County Attorney Signature block has been added to the cover sheet. Planning Commission Signature Block has been removed per instructions from Libby Tart on 2/11/2020.

4E. On page 2 of the project narrative, staff has the following questions:

• In the statement of intent, it states that the FDP is comprised of 9.73 acres within three separate parcels. If the applicant's intent is to combine all three parcels into a final plat, please remove this language.

Language has been revised to: 'The Berkley Shores Final Development Plan (FDP) is comprised of approximately 9.73 acres.'

- In J on page 2, it states that the "final lot design, floor plans and layouts are definied in the Detail Section of this FDP". We could not find a floor plan or layout detail within the submission but did find the lot design. *Floor plans and layout detail have been removed from this sentence since they are not required for submittal.*
- In P and Q on page 2, please amend the language in the first sentences to reflect "Final Development Plan" in lieu of "Preliminary Development Plan". *Comment Acknowledged, P.D.P. has been amended to F.D.P.*
- In S on page 2, is the NRCO being disturbed in the Lake Pomponio area? It seems as though initially the trees were being preserved in this area and are no longer anticipated to be.

The existing tree inventory has been inspected by a registered and licensed arborist. They deemed that the existing tree stock is of poor quality and condition. The existing tree stock north of Lake Pomponio will be removed and replaced with higher value tree species and appears to be outside or right on the edge of the NRCO GIS Boundary. Existing trees along the southern and eastern edge along Lake Pomponio may be revised to remain due to an existing 20' wide easement around the lake and ongoing negotiations between the applicant and Aloha Beach HOA. A meeting has been requested with Libby Tart to discuss a solution regarding this issue.

• In the S fencing section, please reference who is owning/maintaining the fencing. *All fencing shall be owned and maintained by the Metro District.*

Final Plat Questions

4F. Will the applicant be purchasing the property and amending the signature blocks to reflect the ownership change? Currently, the plat states the ownership is with Wayne and Jane Hanson.

The applicant has purchased the properties and owns all three the ownership

4G. Other comments for the FDP and Final Plat:

Adams County Fire Rescue (ACFR) Comment. Staff received comment from Adams County Fire Rescue about needing addition width and turning radii for fire department apparatuses. Staff recommends working with Adams County Fire Rescue individually with their comments below. If the applicant or ACFR has further questions about standards from Adams County, please include us in any correspondence or meetings.

The team has coordinated with ACFR. They have provided updated information to staff indicating their site plan approval.

Commenting Division: Development Services, Engineering: Name of Review: Matt Emmens Email: MEmmens@adcogov.org

No comments received as of January 10, 2020, but Mr. Emmens will be at the review letter meeting on January 13, 2020.

Separate engineering comments have been received and are being addressed.

Commenting Division: Development Services, Engineering: Name of Review: Gordon Stevens Email: gstevens@adcogov.org

It appears as though this packet has been resubmitted. I have attached our previous review comments, made under Case Number PRC2019-00003 as they would still be applicable. If you should have any questions, please let me know.

Sincerely,

Gordon Stevens

Construction Inspection Supervisor, Department of Public Works Infrastructure Management Division ADAMS COUNTY, COLORADO 4430 So, Adams County Parkway, 1st Floor, Suite W2000B Brighton, CO 80601-8218 O: 720-523-6965 | gstevens@adcogov.org, www.adcogov.org C: 303-947-9633

Separate engineering comments have been received and are being addressed.

Commenting Division: Development Services, Right-of-Way and Addressing Name of Review: Marissa Hillje Email. <u>mhillje@adcogov.org</u>

ROW1: Add addresses to the plat. ROW2: See redlines on plat attached.

Noted. The address will be added.

Commenting Division: Neighborhood Services Name of Review: Gail Moon Email. gmoon@adcogov.org

No comment.

Noted.

Commenting Division: Environmental Programs Manager Name of Review: Katie Keefe Email. kkeefe@adcogov.org

ENV1. Note: An inert fill permit must be obtained prior to importing any volume of fill material onto any portion of the project area.

Noted.

Commenting Division: Development Services Building and Safety Name of Review: Justin Blair Email: jblair@adcogov.org / 720-523-6843

BSD1- No comment. *Noted*.

CommentingDivision:ParksName of Review:AaronClarkaclark@adcogov.org

PRK1- No comment. *Noted.*

Adjacent Property Owner/Occupant Comments (Please note: applicant must provide responses to all comments):

Comment Acknowledged. The public outreach and neighborhood meeting summary have been removed from the letter of explanation and created as a separate document. The new memo contains the community members letters that have been forwarded by the county, and the development team's responses.

1. I puzzle why you ask for comments when I question if they are even read, let alone considered. However, once again I register my concern that Lowell cannot handle all of the increased traffic your development presents. I already have difficulty getting on to Lowell, I also question where you are getting the water long term for these proposed people when Colorado is a semi desert state.

Marilyn Fanganello 6249 Lowell Blvd.

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Dear Jill,

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Here are some of the benefits:

-Direct entry onto an adjoining minor arterial as the main entrance -Existing 63rd Ave and Julian St not connecting to a minor and principle arterial with traffic flowing through older established neighborhoods -It will be much safer for residents of the existing neighborhood, and also for

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No intersection issues with 3-way traffic at 63rd Ave and Julian Street
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Less issue with connecting 63rd Ave to Lowell Blvd as a local street, as per Adams County (ch 8-07-03), since it would not become a through street (similar to 62 Ave intersecting Lowell Blvd from the Aloha Beach community)

We would recommend 63rd Ave onto the site should be private as it meets the PUD Standards, Section 3-30-03-02-01. This would be similar to 62nd Ave into Aloha Beach. It would follow along with 63rd Pl and 62nd Pl and ensure adequate snow removal and maintenance.

We no longer request an Appeal to the Adams County Board of Adjustment. A copy of this transmission is being forwarded to the Case Manager for Public comment. Thank you for working with us, Jill.

Sincerely, Jake and Patty Gasper

- 3. See attached scanned letter from Ms. Valdez.
- 4. See attached scanned letter from Mr. Kasper.

Name of Review: Donna George with Xcel Energy

303-571-3306/donna.l.george@xcelenergy.com

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has determined **there are conflicts** with the **Berkley Shores** final plat in that PSCo still requests that the utility easements that will house electric distribution facilities are increased to the standard 8-foot width.

PSCo also still requests 8-foot wide dry utility easements along all public and private rights-ofway within Tracts C, E, F, H, I, K, M, N, O to provide <u>utility connectivity</u> throughout the development.

The property owner/developer/contractor is reminded complete the application process for any new natural gas or electric service, or modification to the existing natural gas and electric facilities via <u>xcelenergy.com/InstallAndConnect</u>.

Donna George Right of Way and Permits Public Service Company of Colorado dba Xcel Energy

Highland Development Company has engaged with Xcel for the on-site distribution design and any necessary off-site reinforcements. We are pursuing 6' gas easements, 8' electric easements, and 10' gas and electric easements on the site in adherence with Xcel standards. Highland Development Company has also already started the process for removing the two services currently in place and the relocation of the facilities along Lowell Blvd. Our Xcel advocate, Marc Lovato, and the designer, Ivy Evans, can answer any additional questions.

Office: 303-571-3306 - Email: donna.l.george@xcelenergy.com

Name of Review: Tri-County Health

Comment by Kathy Boyer Email/Phone: <u>kboyer@tchd.org</u> / 720-200-1585

Dear Ms. Tart,

Thank you for the opportunity to review and comment on the final development plan, and final plat for 89 single-family attached and detached homes located at 6300 Lowell Boulevard. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Mosquito Control - Stormwater Facilities

The site plan indicates that a water quality pond is proposed. Ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here http://www.tchd.org/276/Mosquitoes-West-Nile-Virus. A guidance document is attached.

Adams County provides mosquito control services. The Berkley Shores Metropolitan District is also organized to provide mosquito control services if needed.

Vector Control – Building Demolition

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, saliva, or through rodent bites. For example, Hantavirus Pulmonary Syndrome (HPS), a rare but potentially lethal viral infection, can be found in the droppings and urine of rodents commonly found in southwestern United States. When buildings are demolished, rodents can spread to surrounding properties and increase the risk of vector exposure to humans. The applicant should plan for vectors and eliminate any known infestations prior to demolition. Information on rodent control can be found at http://www.tchd.org/400/Rodent-Control.

Highland Development Company will eliminate any known infestations prior to building demolition.

Air Quality – Building Demolition

The application indicates that the existing house and garage on the site will be demolished. The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions. State air quality regulations require that precautions be taken prior to demolition of buildings to evaluate the presence of asbestos fibers that may present a health risk. If asbestos is present, actions must be taken to prevent their release into the environment. State

regulations also address control of ozone depleting compounds (chlorofluorocarbons) that may be contained in air conditioning or refrigerating equipment. The applicant shall contact the

APCD at (303) 692-3100 for more information. Additional information is available at http://www.cdphe.state.co.us/ap/asbestos.

Buildings constructed prior to 1978 may contain lead paint. Environmental Protection Agency's (EPA) 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), aims to protect the public from lead-based paint hazards associated with renovation, repair and painting activities. These activities can create hazardous lead dust when surfaces with lead paint, even from many decades ago, are disturbed. More information can be found here https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules and https://www.epa.gov/lead. The applicant may contact, and the Environmental Protection Agency EPA at 1-800-424-5323 for more information.

We have engaged an asbestos testing consultant to inspect the existing structures for hazardous materials and will work with an abatement contractor to mitigate any materials.

On-Site Wastewater Treatment System (OWTS) – Abandonment

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment. Our records indicate the presence of an On-Site Wastewater Treatment System (OWTS) on the subject property. The existing OWTS shall be abandoned in accordance with Regulation No. O-17, Section 6.8. TCHD must be notified in writing once the system has been properly abandoned. For more information, or to submit the notification, the applicant may contact the TCHD Commerce City Office at 4201 E. 72nd Avenue, Suite D, (303) 288-6816. More information is available at http://www.tchd.org/269/Septic-Systems.

The on-site wastewater treatment system has been pumped of any remaining waste. Highland Development Company will provide the pump receipt to Tri-County Health and complete the abandonment process.

Community design to support walking and bicycling

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network. TCHD commends the applicant for including a network of sidewalks and a trail in the development.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions on TCHD's comments.

Sincerely, Kathy Boyer, REHS Land Use and Built Environment Specialist III cc: Sheila Lynch, Monte Deatrich, TCHD

The vision for this community includes pedestrian connections to nearby recreation and open space resources and transit infrastructure. By adding and reconnecting sidewalk networks, we aim to create a community that supports various healthy modes of transportation and recreation.

Tri-County Health Department Guidance for Preparation of Mosquito Control Plan

A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. Activities that will be undertaken to prevent mosquito breeding conditions

This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility

options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

□ Design review – Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.

□ Operation and maintenance activities:

This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.

 \Box Regular inspections:

Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.

 \Box Larvacide program:

Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.

Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

For Technical Assistance - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at mdeatric@tchd.org.

Adams County provides mosquito control services. The Berkley Shores Metropolitan District is also organized to provide mosquito control services if needed.

Name of Review: CDOT Comment by Steve Loeffler Email/Phone: <u>steven.loeffler@state.co.us</u>/303-757-9891

I have reviewed the latest referral for Berkley Shores, located at 6300 Lowell, and includes a

FDP for 89 single family attached and detached units and a Final Plat for 89 parcels and 18 tracts on 9.73. Our comments are as follows:

1. A change has been made from providing direct access through to W. 63rd Avenue at Julian St. This connection will now be an emergency only access and will be restricted

by use of either bollards, gate, or chain. This change to the site plan means that the intersection of W. 63rd Ave. and Federal Blvd. will not be heavily impacted by this development and no additional permitting with CDOT will be required at this time.

2. If at some point in the future the access through to W. 63rd Ave. at Julian St. is desired to be a formal access point for this development, CDOT requests an opportunity to comment via the referral process.

Thank you for the opportunity to review this referral.

Noted. Thank you for your comments.

Name of Review: Colorado Division of Water Resources

Comment by Joanna Williams/Ailis Thyne Phone: 303-866-3581x8246

We have reviewed the additional information received by this office on December 12, 2019 regarding the above referenced referral. The Applicant is proposing to create 89 parcels (single-family attached and detached housing) and 18 tracts on 9.726 acres. This office previously commented on this referral in a letter dated March 14, 2019 and May 15, 2019.

Water Supply Demand

A Water Supply Information Summary Sheet was not submitted; therefore, the water supply demand for this subdivision is was not identified.

Noted. Crestview and Denver water serve the project and have no concerns with water supply.

Source of Water Supply

A letter from Crestview Water and Sanitation District ("District"), dated January 17, 2019, was provided. According to the letter the District is willing to provide treated water and sanitary sewer service to a possible development on parcel nos. 0182508200049, 0182508200049 and 0182508209001. The letter also states the District is willing to provide treated water and sanitary sewer service to the possible development under the condition that the land owner/developer install adequate water and sanitary sewer mains in accordance with District Rules and Regulations and engineering requirements if required by the District. The will serve letter did not specify the amount of water that would be provided to the development. According to our records, the District receives treated water on demand pursuant to Denver Water Distributor Contract No. 14239A. The Denver Water Department is considered to be a reliable water source.

Noted. Thank you for your comments.

Based on the above and pursuant to Section 30-28-136(1)(h)(II), C.R.S., it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights, as long as the District provides water service to the proposed development and the amount of water provided to the development is adequate to meet the water requirements of the development.

The application indicates that stormwater will be treated in an on-site water quality pond that will then be discharged to an existing groundwater pond which was created prior to 1981 as the result of sand and gravel mining operations, based on separate information provided by the Applicant. The applicant should be aware that any proposed detention pond for this Planned Development, must meet the requirements of a "storm water detention and infiltration facility" as defined in section 37-92-602(8), Colorado Revised Statutes, to have a rebuttable presumption that the facility does not cause material injury to vested water rights. The applicant should review DWR's Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado to ensure that the notification, construction and operation of the proposed structure meets statutory and administrative requirements. The applicant is encouraged to use Colorado Stormwater Detention and Infiltration Facility Notification Portal, located at https://maperture.digitaldataservices.com/gvh/?viewer=cswdif, to meet the notification requirements. Since the Applicant has shown that the groundwater pond was created prior to 1981 as the result of sand and gravel mining operations the pond is exempt from the requirement to replace depletions resulting from groundwater evaporation. Such exemption is tied to the physical location of the pond as it existed prior to 1981. As such, even though groundwater is exposed in the pond, the pond and water quality pond may work as a storm water detention facility if it can satisfy the requirements of Section 37-92-602(8), including the time frames specified by the statute regarding the release or infiltration of the storm water. It is unclear from the Storm Drainage Report the calculations and data used regarding the time frame of the release or infiltration of the storm water and whether the proposed facility meets the requirements of the Section 37-92-602(8).

If the proposed storm water detention facility does not meet the requirements of Section 37-92-602(8), an augmentation plan would be required to replace depletions caused to the stream system by the out of priority storage of the storm water. Prior to further review of this proposal, the applicant must indicate how the proposed facility meets the requirement of Section 37-92-602(8).

Noted. Thank you for your comments. The existing pond is hydraulically connected to Lake Sangreco which outfalls to Clear Creek. The analysis of this is included in our drainage study. The existing lake and Lake Sangreco are also the historic outfalls for the properties. It is our opinion that both the WQ facility and ex. Pond will comply with the statutes. If you believe it is necessary to discuss this condition further please reach out to our team. 720-283-6783 X 126 tfrazier@redland.com

Should you or the applicant have any questions, please contact Ailis Thyne at (303) 866-3581 x8216.

Sincerely, Joanna Williams, P.E. Water Resource Engineer Ec: Subdivision File #25876

Name of Review: North Pecos Water & Sanitation District

Comment by Russell Traska

This property is located outside NPWSD Boundaries and does not appear to negatively affect any of NPWSD system.

Russell M. TraskaDistrict Manager North Pecos Water & Sanitation District 303-429-5770

Noted. Thank you for your comments.

Name of Review: Perl Mack HOA

Comment by Dan Micek

Libby

I would like to respond to the recent request for comments on the Berkley Shores Development. The residents of the Perl Mack area are quite a distance from that project. We have not and will not be directly impacted in any way by this project.

Therefore, we have no comment on this project directly. We only hope that the County follows the Comprehensive Plan that they have chosen to ignore or change at will to suit their needs. The County has also had a policy in place to list no response from general county stakeholders as a positive response. No response is simply no response. I am responding to this comment to only state that we are too removed to have a say in this manner.

Thank you for your time.

Sincerely, Dan Micek Perl Mack Neighborhood Group

Noted. Thank you for your comments.



April 20, 2020

Libby Tart Adams County 4430 South Adams County Parkway, 1st Floor Suite W2000B Brighton, C0 80601-8218

Re: Berkeley Shores FDP and Final Plat Response to Comments

Dear Mrs. Tart,

Please see below for responses to the Adam's County comments on Berkeley Shores FDP and Final Plat.

Development Services Planning Comments:

 In the written explanation of the project document, please update the details indicating how the parking and landscape plans have changed. Also update the Improvements paragraph on Page 3. It appears in the third sentence there might be missing item of mention.

Response: The explanation has been updated.

2. Please update the plat and letter of explanation to show the garage tract changes and any other items that have been amended between the second submission and this review. Please communicate with one of our engineers to determine how these garages should be reflected in the plat. Right-of-Way indicates these cannot be included as a "tract" because they are a) a structure and b) will not be owned by the HOA. Staff recommends contacting our Right-of-Way agents to help with this matter – lan Cortez is the Right-of-Way Supervisor and has volunteered to assist -<u>ICortez@adcogov.org</u>.

Response: Noted. The letter of explanation has been revised.

- Please ensure the applicant submits demolition permits for the remaining structures on site. This is in addition to any permits required from Tri-County Health on the asbestos matter Response: Noted. Permits will be obtained.
- 4. Based on the current comments from the engineer, it does not appear that a SIA has been submitted. Please work with Matt Emmens and Libby Tart on when and how this is submitted. Staff needs to have Finance and our Attorney review the SIA for



content. The document should be submitted to staff in a Word format and not in .pdf. A public hearing will not be scheduled until the SIA draft is approved by staff. At present, the hearings are being held virtually on a Zoom platform. **Response: The SIA has been submitted to Mr. Emmens.**

 All future submittals must be electronic only and be submitted to the E-Permit Center: <u>epermitcenter@adcogov.org</u>. Response: Noted.

Final Plat Materials

6. Please reference any of the engineering comments for further plat items **Response: Noted.**

FDP

 Landscaping. The applicant indicated in a phone call that the landscaping is changing along the eastern edge of Lake Pomponio due to a grade change. Please submit an updated PUD that reflects this and an updated explanation that justifies the lack of ability to place trees in this area (i.e. grade) and how the applicant is mitigating this (i.e. applying additional trees elsewhere, providing tree equivalents, etc.). Currently, the Letter of Explanation references a discussion with Adams and the applicant about the matter at the end of Page 2.

Response: The FDP has been updated to address planting revisions. Existing steep grades and an existing easement around the edge of Lake Pomponio limit the possibility of landscape and buffer plantings along that area. Planting requirements for the project are being met by providing additional trees, and tree equivalents throughout the site. See Comment 4 response below for additional information.

- 2. The "attorney" signature block is misspelled. **Response: Noted**
- 3. Under the "notarial" signature, please remove the year "2018". **Response: Noted**
- 4. Are the Minimum Site Area Calculations mentioned on page 7 accounting for the lack of trees that can be planted along the eastern edge of Lake Pomponio? It appears that the applicant is providing almost double the amount of shrub material. Is this provided to compensate for the 10 trees provided? Please offer an explanation for this in the letter of explanation. Staff supports the measure but needs documentation. Thanks!



Response: Yes, additional shrub plantings have been provided to mitigate any site constraints (existing steep grades, bodies of water, utilities, easements, etc) that limit tree placement. A note has been added to the FDP narrative and the Letter of Intent that defines Tree Equivalents. All planting requirements have been met by trees, tree equivalents, and shrubs. 7 Tree equivalents are being utilized along the North Buffer Yard and 6 tree equivalents in the common open due to Lake Pomponio steep grades, site constrained areas and easements.

FDP Tree Equivalent Note:

Required tree counts shall be met with a combination of trees and tree equivalents. One (1) tree equivalent equals ten (10) shrubs per tree. Tree equivalents are allowed to be utilized when the following site conditions occur: steep grades exceeding 3:1, utility easements, site easements, setbacks, site constrained areas, or drainage areas.

5. Page 9 does not appear that trees are provided in the townhome front yards but the typical landscape lot on Page 12 appears that a tree and three shrubs will be provided. Please clarify which sheet is the correct one.

Response: Page 12 is correct, this page indicates all typical on lot landscaping including trees and shrubs. The plans are illustrative because future home owners may want to adjust plantings. The builder and home owners are responsible for final landscape plans and will ensure minimums are met. On lot plant selection will be based on nursery stock availability at the time of construction.

6. Will the applicant be providing any common lighting for the open space areas? If so, please show this in the FDP.
Response: All common area lighting locations has been added to the plans. A photometrics sheet has been added that to the FDP document for supplemental information. Final exterior building lighting fixture information to be provided with Construction Documents.

Development Services Engineering Comments:

 Review completed. Applicants construction documents are being reviewed but, not yet approved. See attached document.
 Response: Noted.

Development Services Right of Way Comments:

1. The engineer reviewing the EGR case should also make sure the drainage, maintenance access, and possible sidewalk/public access easements presented on



the plats match the approved construction documents. The ROW comments are subject to change if the public infrastructure improvements are still under review. **Response: Noted. The easements will be coordinated.**

Public Works Comments:

1. No further comments **Response: Noted.**

Xcel Energy Comments:

 Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the second referral documentation for Berkley Shores, acknowledges the comment response, and advises the property owner/developer/contractor to continue working with the Advocate and Designer assigned to the project for approval of design details.

Response: We continue to work with Xcel.

Additional easements may need to be acquired by separate document for new facilities.
 Response: Noted.

Tri-County Health Comments:

1. No further comments **Response: Noted.**

CDOT Comments:

- Due to the change from providing direct access through to W. 63rd Ave. at Julian St and making this connection an emergency only access, the intersection of W. 63rd Ave. and Federal Blvd. will not be heavily impacted by this development and no additional permitting with CDOT will be required at this time. Response: Thank you for the clarification.
- If at some point in the future the access through to W. 63rd Ave. at Julian St. is proposed to be a formal access point for this development, CDOT requests an opportunity to comment via the referral process.
 Response: No objection.



Colorado Division of Water Resources Comments:

Water Supply Demand

 A Water Supply Information Summary Sheet was not submitted; therefore, the water supply demand for this subdivision is was not identified.
 Response: Noted.

Source of Water Supply

2. A letter from Crestview Water and Sanitation District ("District"), dated January 17, 2019, was provided. According to the letter the District is willing to provide treated water and sanitary sewer service to a possible development on parcel nos. 0182508200049, 0182508200049 and 0182508209001. The letter also states the District is willing to provide treated water and sanitary sewer service to the possible development under the condition that the land owner/developer install adequate water and sanitary sewer mains in accordance with District Rules and Regulations and engineering requirements if required by the District. The will serve letter did not specify the amount of water that would be provided to the development. According to our records, the District receives treated water on demand pursuant to Denver Water Distributor Contract No. 14239A. The Denver Water Department is considered to be a reliable water source.

State Engineer's Office Opinion

- Based on the above and pursuant to Section 30-28-136(1)(h)(II), C.R.S., it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights, as long as the District provides water service to the proposed development and the amount of water provided to the development is adequate to meet the water requirements of the development.
 Response: Noted.
- 4. The application indicates that stormwater will be treated in an on-site water quality pond that will then be discharged to an existing groundwater pond which was created prior to 1981 as the result of sand and gravel mining operations, based on separate



information provided by the Applicant. The applicant should be aware that any proposed detention pond for this Planned Development, must meet the requirements of a "storm water detention and infiltration facility" as defined in section 37-92-602(8), Colorado Revised Statutes, to have a rebuttable presumption that the facility does not cause material injury to vested water rights. The applicant should review DWR's Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado to ensure that the notification, construction and operation of the proposed structure meets statutory and administrative requirements. The applicant is encouraged to use Colorado Stormwater Detention and Infiltration Facility Notification Portal, located at https://maperture.digitaldataservices.com/gvh/?viewer=cswdif, to meet the notification requirements. Since the Applicant has shown that the groundwater pond was created prior to 1981 as the result of sand and gravel mining operations the pond is exempt from the requirement to replace depletions resulting from groundwater evaporation. Such exemption is tied to the physical location of the pond as it existed prior to 1981. As such, even though groundwater is exposed in the pond, the pond and water quality pond may work as a storm water detention facility if it can satisfy the requirements of Section 37-92-602(8), including the time frames specified by the statute regarding the release or infiltration of the storm water. It is unclear from the Storm Drainage Report the calculations and data used regarding the time frame of the release or infiltration of the storm water and whether the proposed facility meets the requirements of the Section 37-92-602(8). Response: The SDI data sheet will be provided for the proposed WQ facility. It is our opinion that since the existing pond is hydraulically linked with the adjacent pond (which outfalls to Clear Creek) that the pond complies with the requirements.

 If the proposed storm water detention facility does not meet the requirements of Section 37-92-602(8), an augmentation plan would be required to replace depletions caused to the stream system by the out of priority storage of the storm water. Prior to further review of this proposal, the applicant must indicate how the proposed facility meets the requirement of Section 37-92-602(8). Response: Noted.

If you have any questions please contact me at tfrazier@redland.com or 720-283-6783 ext. 126.

Sincerely,

Travis Frazier, P.E., LEED AP Project Manager



720.283.6783 Office 1500 West Canal Court Littleton, Colorado 80120

April 28, 2020

Libby Tart Adams County Community Development 4430 South Adams County Parkway, 1st FI, Ste. W2000B Brighton, CO 80601-8218

Berkeley Shores SIA Re: **Response to Comments**

Dear Mrs. Tart:

Please see below for responses to Adams County Community and Economic Development Department's comments on Berkeley Shores Updated SIA.

Planning Comments:

Request

1. A request to create a Subdivision Improvements Agreement (SIA) to finance the public improvements associated with the FDP/Final Plat. **Response: Noted.**

Comprehensive Plan

1. Site is designated as Urban Residential. Per Imagine Adams County, "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." Response: Noted.

Site Location/Zoning

- 1. 6300 and 6330 Lowell Blvd./ 0182508209001, 0182508200050, 0182508200049 Response: Noted.
- 2. The subject property is designated PUD. Response: Noted.



Comments

1. No comments. Please make the corrections from the reviewers below. **Response: Noted.**

Engineering Comments:

- 1. No engineering concerns with the text of the SIA. **Response: Noted.**
- The "Exhibit B" of the SIA cannot be approved until the construction documents have been approved. A resubmittal of the final SIA "Exhibit B" will be necessary once the construction documents are approved.
 Response: Exhibit B will be updated with any changes due to comments.

Finance Comments:

1. The collateral amount should be \$507,446. See attached worksheet. The collateral amount is based on construction being completed within a year. If construction will not be completed within one year then and additional 5% needs to be added per year for inflation.

Response: Exhibit B will be updated with any changes due to comments. As a result, the collateral may change. However, the developer has indicated that the project will not take 1 year and requests the 5% be removed. Currently, the collateral would be \$483,282.30 pending changes to Exhibit B

Legal Comments:

 Please see edits in the attached documents. Legal must receive the submission in Word for their review.
 Response: No objection to these edits. We left construction completion date blank as this depends on timing of hearings and approvals.

If you have any questions please contact me at tfrazier@redland.com or 720-283-6783 ext. 126.

Sincerely,



Travis Frazier, P.E., LEED AP Project Manager

6300 Lowell – 2nd Neighborhood Meeting – September 23, 2019

Architecture and Density

- Townhomes look poorly designed, cheap, "ratty", low-end
- Density is too high
- Height is incompatible with 1 and 2-story homes
- Density is 2-3 times greater than surroundings and not appropriate
- 16' is too narrow, not the "flavor" of the area

Traffic

- Combined with Section 8 housing at 64th, this will make Lowell a nightmare
- Lowell already has heavy traffic
- Trains cause a back-up on Lowell
- 63rd Ave. should not go through, emergency access only
 - 6 out 16 surveyed did not want 63rd to go through
- 63rd improvement timeline is too long
- A gate at 63rd would eliminate the issue ("warehouse people, I don't care")
- People will cut through on 63rd from Lowell to Federal, skipping 64th
- Traffic study data may not capture reality
- Too much traffic at too high of speed
- Parking on 63rd and Julian narrows the road and slows traffic
- Traffic study needs to wait until Lowell construction is complete

Parking

- People don't park in garages, shouldn't be counted
- Even 40 cars would be too much
- Can't park at the park

Construction

- The timing of the Lowell connection, should be before townhomes are built
- Limit trucks on 63rd to limit dust and dirt

Other

- Style of homes will lower home values at Aloha Beach
- Aloha Beach Community does not approve, only 10% or less did
- Do not want other people in the neighborhood
- The park is too far away from some townhomes, unsafe for children, too close to pond
- Homeowners will not understand the metro district
- Will residents be able to cross the pond?

- No room for playground
- Aloha Beach does not want ditch piped
- Homes will be occupied by renters and Millennials; homes will be low-quality "projects"

Process

- This is not a meeting, it wasn't organized, developers are just going through the motions
- Notice did not go out correctly (no map)
- Have not received notices
- This should have happened before BOCC, it's too late
- Continuance letter was misleading (i.e. the neighbors thought BOCC was delayed to hold the meeting)
- Adams County bureaucracy (don't have a voice, don't agree with vision/comprehensive plans)
- The County ignores this area (police, planning, etc.)

When will the Entrance/exit onto Lowell be installed before of after the townhomes are built ? It should be before

The what was he have hand is statiming. With the section & heasing on the HE itmen of Colting band abounder - This camples southput a high har yo hand

Limit Construction tracks + traffic en 63171 + Limit duist + chief Hand blowing, out the homes on 63. d All the fibre

The purposed townhomes are award looking + pourty designed, Looks like box homes from a Cookie cutter, probably to cut costs - they / look cheap + ratty,

Cant a better design be had instead of the LOWEND ugly ROW of Box homes? This will Lower the Poperty Welnes of Aloha

It was a total lie that the Aloha Beach Community Approve any of the decisions with this development only 10% or less did

Soe and Gladys Elliott 9-23-19 1st Neighborhood meeting. I. We have concerns with the density of the attached townhomes. Just a small reduction would be helpful to the quality . of our neighborhood. 2. We have a concerns with the height of the townhomes that the developer is going to be "hidden" by keeping them in the "center" of rows of townhomes. Some three story townhomes will be 45' hgh. The existing homes all around this area one or two storys. 3. Traffic concern on Lowell Blud that is already very heavy traffic. 4. Concerns with playground near the pond. Children could be unsafe unless parent actually are with them. With houses around the pond people Irving in townhomes may not be able to see their children and if they are safe. 5. There are many issues. Parking, Traffic, Begaller college not fitting neigh borhood.

September 23, 2019

NAME	ADDRESS	PHONE	EMAIL
NIGEL ALEXANDER	3080 WEST 63ND AVE DENVER	3033132006	SHIWARX - Lon
Cladys Elliott	6261 Cowell 80221	303-427-5932	
Tony Doukas	6231 Lowell Blue	303 927.6300	tooutras, tolegme! 1. com
Alan Gillan	3554 W 62rd Ave	303-127 2903	al.g. Marie grait.com
Kim Gillen	3556 V4 62nd Aare	303825821	Kimberly.gillen@comcast.net
Jim Hohn	3465 W 62Nd Au		
Marlenetohn	11	303-918-083-	
MARSAM Rief	3393 W- 62 AUE	303-357-3303	maryannriefsychoo.com
Julie Bene	3260 W.63 BAUR	-	
Tom Benz	3260 W 63rd Ave	303-435-0572	jbenzerattoe @ ychoo. cm 2 tigrecorp@ao/.com

NAME	ADDRESS	PHONE	EMAIL
heer Ditta Gilla	3/24 W Late Ave	3/549-0234	
MARKL, Madsen	6434. Newton ST.	3/941-9920	
BRINN BREKE	3177 W 62 m	3-523-3994	
KimFenn	3349W.630	7-377-7767	
Angela M. Kayl	3349 W. 63KD	2-377-7769	
Delos Vade	3355 × 63 Rd	7/434-8351	
Amy Scangardle	3141W. 63rd Avenue	3/503-9120	
JAMES Scangarella	3141 W. 63rd Ave	3-303-9120	
Knotine Darling	3400 W 64th Ave	3-520-4501	
faulinetteenge	6351 Jalian St.	3-547-6397	
Toni Doukas	6231 Lowell Blud	320-587-942	26

6300 Lowell Blvd. - Berkley Shores Neighborhood Meeting

September 23, 2019

NAME	ADDRESS	PHONE	EMAIL
Todal Harman	3090 W 63rd Ave	7607150840	HARMONT @qmail.com
Patty Gasper	1224 SPILLEDV GOLDEN	728 5307829	sparetich la a hot mil a
JAKE gaspar	11	303.50684	gaspie chotrailcon
Marti Stahlman	3489 W 62nd Ave	303 903236	
Vern Golles	3225 W 62nd Ave	720-837-8148	AI am not in support. Meighaplilen egnicul . com
Frank Manchero	3561 w 622000	303 480-5702	frankmanclepo@Aol.Com
DAVIEL RIEF	3323 W 62ND AVE	303-351-3303	dan_rief@yahos.com
Joseph Elliott	6261 Lowell	303, 627-5932	
Mancy Greene	3480 W. 62ND AIR	303.912-2351	nancy greene 530 D msr. com
Juli Grammon	3280 W. 63rd Ane	3.521.1049	Syammon \$3@hotail.com

6300 Lowell – 3rd Neighborhood Meeting – November 18, 2019

Neighbor Feedback Summary

Our third neighborhood meeting largely focused on the forthcoming traffic study, specifically the study's methodology and the recommended mitigation and traffic calming measures. Some attendees mentioned that an access point at 63rd Ave. and Julian St. may be convenient. However, when polled, all attendees voted for the single-access option (no access at Julian St.). A summary of additional concerns follows.

Traffic and Parking

- The traffic study doesn't address parking concerns. Residents are concerned about where they will park.
- How does the traffic study account for medians along Federal?
- Large trucks block and narrow 63rd Ave., and it is effectively not a 2-lane road.
- It would be detrimental to the neighborhood to have 63rd Ave. tie through.
- Will 64th Ave. be widened?
- Collectors cannot connect to local streets.
- Consider making 63rd Ave. a gated road on both sides (Julian and Lowell).
- Northbound traffic on Lowell Blvd. backs up considerably and could block the intersection at 63rd Ave.
- What does the County want? (In regard to the site access decision)
- A connection at 63rd Ave. and Lowell Blvd. may make for an easier left turn at 64th Ave., but ultimately no one wants 63rd Ave. to go through.
- Residents are grumpy about traffic.
- Consider a one-way exit from Berkley Shores onto Julian St.
- The applicant shouldn't pretend like taking 63rd Ave. is a favor to the residents.
- Consider a second access point off of Lowell Blvd.
- Widening 63rd Ave. will remove parking; it's too narrow as is and parking is often taken up by Aloha Beach residents.
- Tandem parking won't work.
- Berkley Shores residents will park down the street.
- Residents doubt traffic counts were taken when and where they were taken.
- Residents can't get safely on to Lowell Blvd. as is; a light will be needed.

Other

- Consider pedestrian access, mid-block crossing across Lowell Blvd. to reach park.
- It's unfortunate to see schools close and the neighborhood change, but it feels inevitable.
- County is biased and in the pocket of the applicant.
- Only one letter of support was received.
- Would there be a raised sidewalk at Lowell?

- Do not permit construction traffic to enter from Julian St.
- Consider going higher with fewer buildings.
- Residents feel they were lied to by the County about park improvements.
- Where will school buses stop?

Format and Process

- A resident did not receive a map in August 2018.
- The provided map was confusing.
- No comment sheet was provided.
- The density increase after the first neighborhood meeting should have warranted a new neighborhood meeting.
- The applicant shouldn't pretend like removing 3 units is a favor to the residents.

Sergio Mastinez No Thru 63rd Nothrul no thru on 63rd Julian and Brd to Lowell to lovell

Hello. NOT a through street on 63rd. Without sidewalks or calming masuring on the existing lost dAve, it's too del gerous for the fids who Live there. We also have a son with down syndrome, so basic safety measures (i.e. sidewalks) are important. A cross walk on Lowell creating acess either to Jim Baker Res. on the park just south of the Re. Thank you The Paulicks 3161 W 63rd No gated community. We want access for the for \$ park.

The traffic on legid is already very busy. It would be a good idea to have an emergency exit. It not it would be a disaster, People Park on both sides. Its not werde enough for two lanes traffic. We also have fide that rice their kikes and walk to set School. х э

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To: The County and Developer of project named LOWELL ... I am writing in regards to the thru-way on 63 Rd and Julian. 63 Rd Ave is a busy street anyway so to open that up to howell would be not good !!! To make it on emergency thru-way ONLY !!! would be the best option. Agree with that !! Reople speed down this street everyday! Very dangerous!! My truck actually got totalled right in front of my house cause of driving mazy and speeding !! Living at: 3385 W. 63 Fa AUE. Thank you, Stacey King

6300 Lowell Blvd. - Berkley Shores Neighborhood Meeting

November 18, 2019

NAME	ADDRESS	PHONE	EMAIL
Tom Benz	3260 W 63rd Denver 80221 Ave	303-435-0572	tigrecorp@aol.co
Rozie Fitzmier	34 60 W. 65# Avr. Denver 80221	120-231-9858	Rozie Fitzmiera hotmail.com
Kristine Darling	3400 W 64 The Ave Denver	303-520-4501	DarlingConsultants. The De smail.com
Damion & Stephnie Solorzano	3873 W. 63 Pl Arvada, co 80003	720 447 7613	Stephendel solucino Ggavi.c.
Pathy bapa	1224 Sprace Sr Arlan CO 80 481	720 5307829	Spanish 8 chot mai
Kim Forn	3349 W. 63rdaue Denuer (D \$0221	720-377.7767	Kims. star@gmail.com
KOVIN KOLONIS	6358 NEWITON CT. ARVADA, CD 80003	303 - 522 -6266	
Soe of Oladys Ellit	6261 Lowell	303-427-5932	

NAME	ADDRESS	PHONE	EMAIL
Highway Weaver	3095 W 63rd Ave Denver Co 80221	720-676-8390	Highwaysway Ogmail.com
Joke D-spe	1224 Sprace De	303 550 6884	
Savgio Mtz	3261 w 63rd Au	2 (720)266-0937	
Rudy & Cyndee Vald	3317W. 631dA	120-322-5803	
Sergio Mt ZJ	r 3261 w 63r Ave	7+03386117	
Amgela Justo	3145 W. YOUS Que.	720-346-8247	
Jacep Elleat	GIGI Lowell	363-427-5932	
/			
	1	4	

NAME	ADDRESS	PHONE	EMAIL
Chery Hoover	3367 W63rd Ave Denver Sozzi		choover 2011 2 hotmail com
Stacey King	3385 W. 63rd Ac Denver 80221	720 447 5615	
Tony Kinc	l 1 11 1 1 cf c 1 1	720-468-2241	
Alex Paulick	3161 WG3rd	208-520-0977	
Robert+MetissePartit	a 384414-103rdPl.	7/ 975-4223	Melis xcata ya hou con
Jaime amango Ja.	63612635-1 Julian St	303 495-8040	
Marc & Jami	6425 DIrving	720-319.4380	Schleman rentals Commentals Commentals
Toni & Tony Doukas	6231 Lowell Blud	720 587 9426	tdoukas @ g.com
Julie Moline	3285 W. 64 th Auc	720 273 8810	julie l'julie moline.com
CHUCK MOLINE	3240 MAWTHORNE	720-841-1399	MOLINENOPSKID MSN.C.

PROJECT TEAM

PROPERTY OWNER & APPLICANT

HDC 6300 LOWELL BOULEVARD, LLLP 2100 DOWNING STREET **DENVER, CO 80205** (303) 926-4949 CONTACT: PAUL MALONE

ENGINEER REDLAND 1500 WEST CANAL COURT LITTLETON, CO. 80120 (720) 283-6783 **CONTACT: TRAVIS FRAZIER**

PLANNER / LANDSCAPE ARCHITECT

REDLAND 1500 WEST CANAL COURT LITTLETON, CO. 80120 (720) 283-6783 CONTACT: SUSAN WADE

LEGAL DESCRIPTION

PER LAND TITLE GUARANTEE COMPANY COMMITMENT ORDER NO. ABC70560376-3, WITH AN EFFECTIVE DATE OF 10-26-2017 AT 05:00:00:

TRACT A:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8: THENCE NORTH 0°08'18" EAST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1292.26 FEET; THENCE SOUTH 89°51'42" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LOWELL BOULEVARD, SAME BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 0°08'18" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 124.18 FEET; THENCE SOUTH 89°51'42" EAST DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4; THENCE NORTH 62°25'26" EAST, A DISTANCE OF 388.32 FEET; THENCE NORTH 73°18'34" EAST A DISTANCE OF 95.57 FEET; THENCE SOUTH 89°45'58" EAST, A DISTANCE OF 185.26 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH 0°06'13" WEST ALONG SAID EAST LINE, A DISTANCE OF 332.96 FEET; THENCE NORTH 89°47'13" WEST, A DISTANCE OF 630.72 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPTING THEREFROM, THE PARCELS CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO IN WARRANTY DEEDS RECORDED SEPTEMBER 9, 2008 UNDER RECEPTION NOS. 2008000072012 AND 2008000072020, COUNTY OF ADAMS, STATE OF COLORADO.

TRACT B:

BLOCK 1, POMPONIO SUBDIVISION, ACCORDING TO THE PLAT RECORDED MARCH 16, 1970 UNDER RECEPTION NO. 886524, WHICH SUBDIVISION IS NOW KNOWN AS CLYDE AND OPAL'S SUBDIVISION, ACCORDING TO THE RATIFICATION AND CONFIRMATION RECORDED APRIL 27, 1970 IN BOOK 1593 AT PAGE 464, COUNTY OF ADAMS, STATE OF COLORADO.

TRACT C:

THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE SIXTH P.M.,

EXCEPT THE PARCELS CONVEYED IN DEEDS RECORDED JUNE 1, 1972 IN BOOK 2351 AT PAGE 962 AND JANUARY 5, 1984 IN BOOK 2827 AT PAGE 139

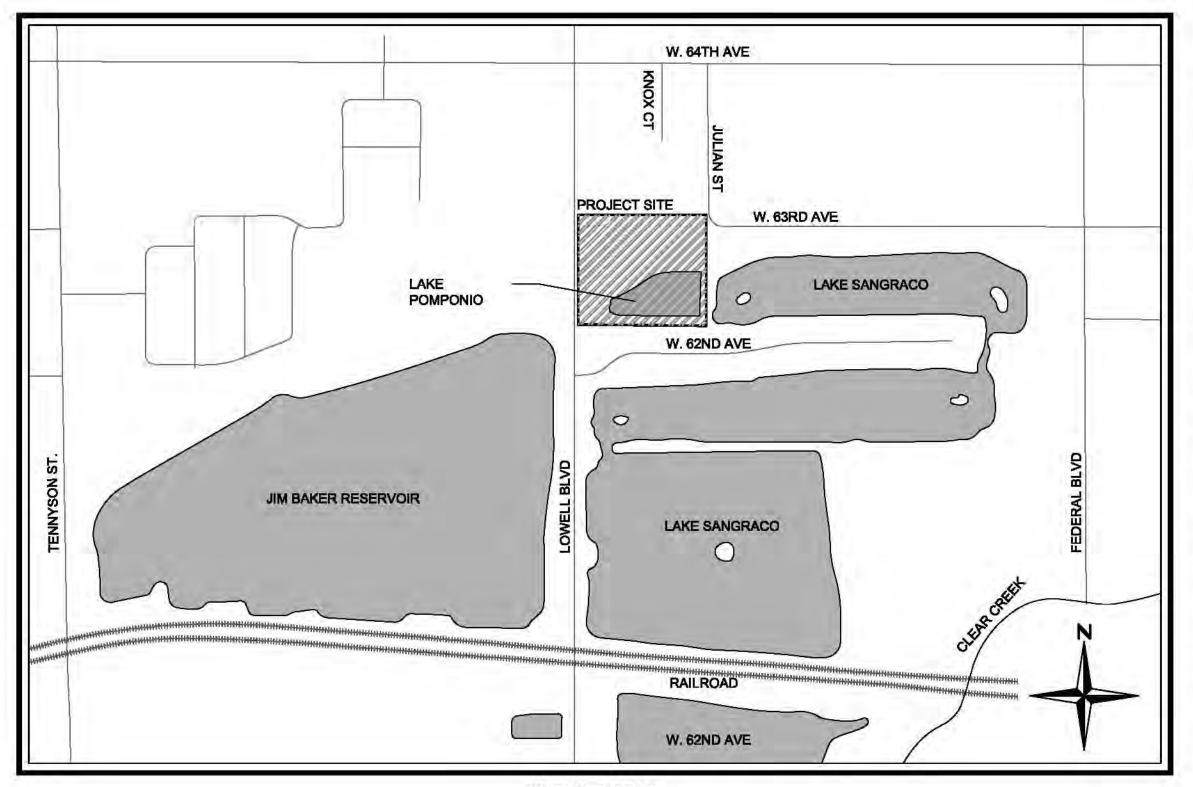
AND ALSO EXCEPTING THE PARCELS CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO IN WARRANTY DEEDS RECORDED SEPTEMBER 9, 2008 UNDER RECEPTION NOS. 2008000072012 AND 2008000072020,

AND FURTHER EXCEPTING THE PROPERTY SET FORTH WITHIN THE PLATS OF POMPONIO SUBDIVISION RECORDED MARCH 16, 1970 UNDER RECEPTION NO. 886524, WHICH SUBDIVISION IS NOW KNOWN AS CLYDE AND OPAL'S SUBDIVISION, ACCORDING TO THE RATIFICATION AND CONFIRMATION RECORDED APRIL 27, 1970 IN BOOK 1593 AT PAGE 464, AND SUNSET LAKES FILING NO. 1 RECORDED MAY 17, 1995 UNDER RECEPTION NO. C0074382,

COUNTY OF ADAMS, STATE OF COLORADO.

BERKLEY SHORES FINAL DEVELOPMENT PLAN (FDP) PARCEL IDENTIFICATION

LOCATED IN THE NORTHWEST NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., COUNTY OF ADAMS, STATE OF COLORADO



VICINITY MAP SCALE: 1" = 500'

COUNTY ATTORNEY APPROVAL

APPROVED BY ADAMS COUNTY ATTORNEY THIS _____ DAY OF _____ 20_.

COUNTY ATTORNEY

BOARD OF COUNTY **COMMISSIONERS APPROVAL**

APPROVED BY ADAMS COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____ 20 _.

CHAIR

COUNTY CLERK AND **RECORDER'S CERTIFICATE**

RECEPTION NO.

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ADAMS COUNTY AT BRIGHTON, COLORADO ON THIS _ DAY OF _____, 20___ _:_____ O'CLOCK _M.

ADAMS COUNTY CLERK AND RECORDER

BY: DEPUTY CLERK

(SEAL)

WE THE UNDERSIGNED, BEING THE OWNER(S) AND/OR DEVELOPER(S) OF THE LAND HEREIN DESCRIBED LOCATED IN THE COUNTY OF ADAMS, STATE OF COLORADO, HEREBY SUBMIT THIS PLAN AND AGREE TO PERFORM UNDER THE TERMS NOTED HEREON.

OWNER: HDC 6300 LOWELL BOULEVARD, LLLP 2100 DOWNING STREET **DENVER, CO 80205** CONTACT: PAUL MALONE

BY:

NOTARY PUBLIC:

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3	PROJECT NARRATIVE
4	SITE PLAN
5	ARCHITECTURAL STANDARDS
6	ARCHITECTURAL STANDARDS
7	ARCHITECTURAL STANDARDS
8	ARCHITECTURAL STANDARDS COLOR SCHEMES
9	LANDSCAPE NOTES AND SCHEDULE
10	LANDSCAPE PLAN NORTHWEST
11	LANDSCAPE PLAN NORTHEAST
12	LANDSCAPE PLAN SOUTHWEST
13	LANDSCAPE PLAN SOUTHEAST
14	TYPICAL ON-LOT LANDSCAPE
15	FENCE LAYOUT DIAGRAM
16	LANDSCAPE DETAILS
17	LANDSCAPE DETAILS
18	LANDSCAPE DETAILS
19	PLAYGROUND DETAILS
20	PLANTING DETAILS
21	PHOTOMETRIC PLAN
22	SITE LIGHTING PLAN

ADDITIONS AND DELETIONS

THE FOLLOWING AND DELETIONS IN THE PUD WERE MADE BY THE BOARD OF COUNTY COMMISSIONERS AT THE TIME OF APPROVAL.

CERTIFICATE OF OWNERSHIP

NOTARIAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF _____, 20__.

MY COMMISSION EXPIRES ON

NOTARY PUBLIC

DATE DATE NO DATE NO DATE NO DAWN NO 11/27/2018 1 1 1 1 1 1 1 1 11/27/2018 2 FDP-Total Submittal 2 FDP-Total Submittal APPROVED SW AN 0x142020 3 FDP-Total Submittal APPROVED APPROVED APPROVED APPROVED 0x142020 4 FDP-Fourt Submittal PROJECT NO. PROJECT NO. PROJECT NO. PROJECT NO. 0x142020 5 FDP-First Submittal PROJECT NO. PROJECT NO. PROJECT NO. PROJECT NO. 0x142020 5 FDP-First Submittal PROJECT NO. PROJECT NO. PROJECT NO. PROJECT NO. 0x142020 5 FDP-First Submittal PROJECT NO. PROJECT NO. PROJECT NO. PROJECT NO. 0x1411 1 PROJECT NO. PROJECT NO. PROJECT NO. PROJECT NO. PROJECT NO. 0x1411 1 PROJECT NO. PROJECT NO. PROJECT NO. PROJECT NO. PROJECT NO. 0x1411 1 PROJECT NO. PROJECT NO. PROJECT NO. PROJECT NO. PROJECT NO.				JITSTJJJT	WINDE EDEAT DI AFEC DECIM	WILLE UNERL UNERL FLALES DEUIN	720.283.6783 Office	1500 West Canal Court	Littleton, Colorado 80120 DEDI AND COM
RKLEY SHORES DATE NO. EVELOPMENT PLAN 11/27/2019 1 EVELOPMENT PLAN 02/14/2020 2 FDP-Third Submittal OK/15/2020 4 FDP-Fourth Submittal OK/15/2020 5 FDP-First Submittal			200	APPROVED					
EVELOPMENT PLAN COVER	NO.	7/2019 1 1	8	e	4	LO			
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PROJECT NARRATIVE

A. Statement of Intent

The Berkley Shores Final Development Plan (FDP) is comprised of approximately 9.73 acres. The property is identified as Urban Residential in the 2012 Future Land Use Map and is located east of Lowell Blvd. between W. 64nd Ave. and W. 62nd Ave. and within less than a mile from three Light Rail Stations: Clear Creek/Federal Station and 60th and Sheridan/Arvada Gold Strike Station on the Gold Line to the south and Westminster Station on the B Line to the north.

The site contains an existing two (2)-acre lake, Lake Pomponio, and a segment of the Manhart Ditch. The Aloha Beach neighborhood to the south and the Lake L'Nor at Aloha Beach neighborhood to the east are zoned R-1-C. A small sliver of land to north is zoned I-3 and the property further north is zoned R-2. The properties to the west are zoned I-3 and R-1-C.

The 2017 Adams County Comprehensive Plan outlines key goals to creating a more sustainable and resilient Adams County. The key goals that strongly relate to the Berkley Shores FDP and how the Planned Development Plan will meet these goals are outlined below:

Promote Coordinated and Connected Growth:

Revitalization and reinvestment in established areas to meet the needs of a variety of residents.

Reduce the Fiscal Impact of Growth:

Infill development to take advantage of existing infrastructure to aid in reducing fiscal impacts with new development.

Promote Economic Vitality:

Locate Urban Residential uses within close proximity to the surrounding transportation corridors.

Preserve the County's Natural Resources:

Support and implement the preservation of active and passive open space, wildlife habitat and environmental quality.

The Berkley Shores neighborhood is envisioned as a mix of residential housing types to attract a broad spectrum of residents with access to the existing lake amenity. The neighborhood will have convenient access to major transposition corridors as well as direct access to several RTD FasTrack stations.

The 2019 PDP was approved on September 17, 2019 establishing the PUD zone district and Development Standards.

B. Expected Densities and Land Coverage

The overall number of allowable residential units for the neighborhood is eighty-nine(89) units with a gross density of approximately nine point two (9.2) dwelling units per acre. Single-family Detached residential homes shall be generally located along the southern and western property boundaries with medium density in the central and northern areas of the site. The proposed density achieves the Urban Residential land use designation. The neighborhood provides open space areas consistent with this type of urban infill development and meets Adams County open space requirement of thirty (30) percent.

C. Number, Type, and Size of Buildings or Units

a. Single-family Detached Rear Loaded:

Consists of homes designed for residents who desire a small front porch and rearloaded garages. The final residence square footage may vary. On-lot maintenance to be the homeowner's responsibility.

- b. Single-family Attached.
- Consists of multiple residences that share one (1) or two (2) walls with an adjoining home. The residence may possess either front-loaded garages or rear-loaded garages. On-lot maintenance will be the Metro District responsibility.

D. Circulation and Road Patterns

The primary access to the neighborhood shall be provided from Lowell Blvd. on the west side of the site. A secondary emergency only access is provided via W. 63rd Ave. from the east. The primary street in the neighborhood shall follow the W. 63rd Ave. alignment

A system of public local street right-of-way, private streets, and walkways will provide access throughout the neighborhood. The W. 63rd Ave. right-of-way meets the County Collector and Local Street Section Standard with attached walks.

Private streets shall be provided with public access easements to allow access and frontage for residents. Private Streets shall be constructed and maintained by Developer, Metro District.

E. Provisions for Parking

The site plan accommodates a minimum of two (2) parking spaces per Single-family Detached dwelling unit. The Single-family Attached units provides two (2) parking spaces per unit plus 0.5 guests per unit for a total of 2.5 spaces per Single-family Attached unit. The internal street system is designed to work in conjunction with public right-of-way and private streets to provide access to garages and parking spaces. This concept creates an improved street scene not dominated by garage doors and driveway cuts. The public right-of-way will allow for on-street parking on both sides. The thirty (30)-foot private street is for resident vehicles, and garbage truck and fire truck access only and allows for private street accessed garages and parking aprons in front of the garages where possible.

F. Location and Types of Landscaping and Maintenance Provisions

The infill neighborhood proposes a variety of open space areas strategically located throughout the development. A formal urban residential street scene is identified along W. 63rd Ave, with front doors and patios that greet the street. A minimum of forty (40) percent of the gross site is set aside as open space including lake surface. A neighborhood pocket park amenity is provided along the west boundary of Lake Pomponio. This pocket park area includes trails, benches, open play, small climbing structure and access to the lake edge. The entire lake edge will be cleared of nuisance growth and planted with a native design approach.

As an integral part of the landscape design, the water quality pond is incorporated into the northeast end of the open space to treat runoff from the community before it enters the existing pond.

Single-family Detached private lot owners shall be responsible for installation and maintenance of the landscape area on property. The Metro District shall install and maintain the landscape planting within Single-family Attached lots, excluding but not limited to decks, patio spaces, retaining walls and structures.

All common areas shall be owned and maintained by the Metro District. The Metro District shall be responsible for the enforcement of landscape maintenance requirements including tree lawns along Lowell Blvd. and W. 63rd Ave. right-of-way. Adams County shall not be responsible for repairing or maintaining landscaping that is damaged as a result of roadway maintenance activities, including but not limited to de-icing chemicals and street repairs.

Tract A is dedicated as open space per the Berkley Shores Final Plat to serve the residents of the subdivision. It is intended to remain open space for the life of the subdivision. As a result of this dedication the area of Tract A will be credited toward the neighborhood park portion of the land dedication requirement

The neighborhood shall have an entry monumentation sign at key intersections. Signage may have the name of the neighborhood and/or logo. General character and materials for the monumentation and signage detailed below.

I. Allowed and Prohibited Uses

The design intent is to create a residential infill community that includes a variety of home types including Single-family Detached, Single-family Attached, and appropriate open space to support Adams County's vision for Urban Residential. Prohibited uses include, multifamily for-rent apartments, retail, commercial, and industrial uses. Home owner's are permitted to rent their property per community guidelines and covenants.

J. Description of Building Envelopes Including Square Footage and/or Number of Units, Minimum Setbacks, Height, and General External Characteristics

Residential lots will include Single-family Detached and Single-family Attached. Detached residences may have a covered porch or stoop on ground floors and will be allowed to encroach into the front- and rear-lot setbacks. All residences may have a second- or thirdstory patio/balcony that may be allowed to encroach into the front or rear lot setbacks. Final lot designs are defined in the Detail Section of this Final Development Plan.

The Single-family Detached lots do not exceed the average lot depth of greater than three times the average lot width. The Single-family Attached housing shall require no maximum lot depth based on lot width to achieve the cluster development design approach.

The Metro District will enforce the design standards for the neighborhood through the Declaration of Easements, and Master Architectural and Maintenance Standards for the neighborhood.

All proposed marketing or temporary signage will be submitted for approval and meet County signage standards and ordinances. All perimeter monumentations and signage are detailed below. Permanent outdoor signage will be maintained by the Metro District.

M. Utility Service Providers

Crestview Water and Sanitation District has indicated that they have adequate capability to service this property with both water and sanitary sewer. Xcel Energy will provide gas and electric services to the property.

BERKLEY SHORES FINAL DEVELOPMENT PLAN (FDP)

IN THE COUNTY OF ADAMS, STATE OF COLORADO

PROJECT NARRATIVE

G. Ownership and Maintenance of Common Areas

H. Type, Location, and Construction Signs

Typical lot diagrams are included to depict general building and setback conditions but do not address every potential lot layout option. Setbacks and building heights are consistent with similar urban infill type communities occurring within the Front Range. Development standards and typical lot diagrams have been included in Sheet 3.

Improvements will not be permitted to cross property line, and if constructed less than 3' from a property line must be of fire rated construction.

The northern boundary abuts a potential industrial use with two story elevation and a screen fence. The future Single-Family Detached residences are set back a minimum of 160 feet from the southern property line with the preservation of Lake Pomponio in mind.

K. Additional Controls such as Architectural Control Committee of a **Property Owners Association**

L. Utilization and Location of any Outdoor Signage

N. Project Phasing

Construction phasing will occur in a logical and cost-effective manner based on infrastructure extension and market conditions. The development is anticipated to be entitled in one phase. The developer anticipates the horizonal development be completed at one time and vertical construction will be based on market needs, response and conditions at that time.

O. Any Other Pertinent Factors Concerning the Development

The existing Manhart Ditch will continue to traverse the property in either an open channel or enclosed pipe. Access to the ditch will be provided to the ditch company for maintenance purposes.

An existing sanitary main that runs along the north side of the lake will be relocated with the proposed development.

P. Vesting Rights

This Final Development Plan creates vesting property rights to allow the neighborhood development and meets the Urban Residential future land use designation and the Comprehensive Plan goals for a more sustainable and resilient Adams County. The terms of the statutory vested rights shall be consistent with Adams County Development Standards and Regulations of three (3) years, with an optional one (1) year extension granted by the Planning Commission.

Q. General Provisions

The approved Berkley Shores Final Development Plan document is intended to outline the permitted zoning and land uses for this property as described in the legal description on Sheet 1. In the instances where there is a conflict between the approved Berkley Shores PDP and FDP and the Adams County Code (effective date August 15, 2017), the approved Berkley Shores PDP and FDP document shall prevail. All items not specifically addressed within the approved Berkley Shores PDP and Final Development Plan shall meet the requirement of the Adams County Code (effective August 15, 2017).

S. Landscape Requirements

The overall landscape character will incorporate low-water and low-maintenance landscape strategies. The landscape character outlined in the document is not intended to be an all-inclusive list of potential uses.

Existing Trees:

Per an arborist visit conducted on 11/12/2019 by Robert Bailey, ISA RM-0603A, of Bailey Tree LLC the following recommendations were made regarding the existing trees on site. None of the existing trees are viable for preservation based on the site visit and reviewing the site plans. Any tree that would remain are in bad shape and of poor species. Tree replacements will occur and count towards the sites overall landscape requirements.

Lake Pomponio Edge Condition and Private Open Space for Aloha Beach: The Lake Pomponio perimeter will be cleared of nuisance growth and replanted with native seed mix to provide a natural lake edge condition. A temporary irrigation system may be installed for the first three (3) years to establish the native seed mix.

The Natural Resources Conservation Overlay (NRCO):

The NRCO along Lowell Blvd, will be disturbed with neighborhood development. The NRCO along Lake Pomponio and edge condition will be preserved except for minor disturbance for future outfall infrastructure and may include removal of existing tree per licensed arborist recommendation to be replaced with higher quality tree species.

Bufferyards and Perimeter Conditions:

The northern boundary shall provide a fifteen (15) feet building setback including a (10') bufferyard with a six (6) foot fence and three (3) trees every sixty (60) linear feet. The eastern and southern boundaries abutting existing residential properties shall provide a minimum fifteen (15) foot building setback including a five (5) foot bufferyard with one (1) tree per eighty (80) linear feet.

The western property line abutting the Lowell Blvd, public right-of-way will provide a twenty (20) foot building setback. The Lowell Blvd. perimeter will provide a street tree within the right-of-way at 1 tree per forty (40) linear feet.

On-lot Landscape Requirements:

All Single-family Detached residential units shall provide one (1) tree and three (3) shrubs or ornamental grasses every thirty (30) linear feet of front yard lot frontage. All rear-loaded Single-family Attached units to provide one (1) ornamental tree and three (3) shrubs or ornamental grasses every forty (40) linear feet of front yard lot frontage. Private street plantings (trees, shrubs or grasses) will occur between driveway aprons when possible, with no minimum requirement, including Single-family Attached frontloaded units. All on-lot landscape requirements listed above shall be met except where conflicts with utility easements, sight triangles, or other site constraints occur.

Tree Equivalents:

Required tree counts shall be met with a combination of trees and tree equivalents. One (1) tree equivalent equals ten (10) shrubs per tree. Tree equivalents are allowed to be utilized when the following site conditions occur: steep grades exceeding 3:1, utility easements, site easements, setbacks, site constrained areas, or drainage areas.

PROJECT NARRATIVE

Fencing:

Perimeter fencing includes a 6' height wooden privacy fence along the northern property boundary as part of the bufferyard requirements. A 6' height metal estate fence runs along a portion of the western boundary of the site along Lowell Blvd and the eastern boundary. 12' wide double swing gates provide maintenance access along the 10' wide trail. 4' wide pedestrian gates control access to common open space along Lowell Blvd.

On-lot fencing shall be uniform in design and consists of a 4' height wooden three rail fence and 4' wide wood gate for all Single-family Detached lots and Single-family Attached lots that receive fencing.

All fencing shall be owned and maintained by the Metro District.

T. Improvements

a. Lowell Blvd

Lowell Blvd. is classified as a minor arterial. The proposed thirty-two (32) foot half section with sixty (60) foot of right-ofway from the centerline per Adams County criteria will be constructed including a ten (10) foot detached walk.

b. W. 63rd Ave.

W. 63rd Ave is classified as a local residential road. The ultimate full local street section will be provided with this project. A short distance of a minor collector section will be provided adjacent to Lowell Blvd. Access east to Julian Street and the existing portion of W. 63rd Avenue will be limited to emergency access only via a locked gate with knox box.

c. Julian Street Julian Street is classified as a local residential street. The half section will be constructed adjacent to this project.

d. Irrigation Ditch The Manhart Ditch currently traverses the site. It is anticipated that the ditch will be piped south along the Lowell Blvd Right of Way .

e. Natural Resource Conservation Boundary

The Natural Recourse Conservation Boundary (NRCO) is located along western boundary, parallel to Lowell Blvd and around Lake Pomponio. The neighborhood development proposes less than one (1) acre of impact as allowed per Section 3-38. The minimum disturbance will require no additional resource review

- f. Relocation of Sanitary Sewer An existing Crestview sanitary sewer main crosses the property. The main will be abandoned and rerouted through the project to provide service to the proposed development.
- g. Water Quality and Detention On-site stormwater will be treated in the water quality basin and discharged to the existing lake. The existing lake is the property's historic outfall and will provide any required detention.

U. Definitions

Rear-loaded Garage: A garage with the vehicular door fronting onto a private street located in the rear of the lot.

Front-loaded Garage: A garage with the vehicular door access fronting onto a public street or private street located at the front of the lot.

Building Height: The vertical distance from the established grade elevation to the highest point of the coping of a flat roof or the deck line of a mansard roof or the mean height level between eaves and ridges for gable, hip, or gambrel roofs. Chimneys, spires, towers, elevator penthouses, tanks, and similar accessory projections shall not be included in calculating the height unless specifically referred to. Established grade elevation is a base line of the average proposed grade of the four corners of each individual building.

Private Street: A privately owned street designed to allow users to access rear and front-loaded garages as well as parking bays. No parallel parking would be allowed.

Single-family Attached Front-loaded: An attached residence with both primary pedestrian entry and garage entry located on the same side of the unit.

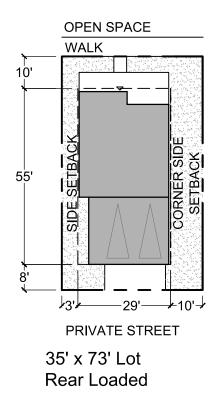
Single-family Attached Rear Loaded: An attached residence with the primary pedestrian entry and garage located on opposite sides of the unit.

<u>Cluster Development:</u> Cluster development is a design technique or zoning strategy that involves grouping houses on smaller lots in one area of a development while preserving the remaining land on the site for recreation, common open space, or protection of environmentally sensitive areas.

DEVELOPMENT STANDARDS CHART

	USE
ingle Family	/ Detached Residential
Story- Rear	Loaded / Attached Residential
. Story- Rear	Loaded
Story- Rear	Loaded
Story-Fron	t Loaded
Story- Rear	Loaded
2. Lot fro 5. Lot cov 5. Setbac 5. Setbac	rages og height to be meas ntage measured at fo verage includes build ck measured from Lo ck measured to priva and balconies may o

TYPICAL LOT DIAGRAMS Single Family Detached 2-Story Rear Loaded



NOTES:

- the encroachment to the adjacent property.

BERKLEY SHORES FINAL DEVELOPMENT PLAN (FDP)

IN THE COUNTY OF ADAMS, STATE OF COLORADO PROJECT NARRATIVE

		RDS CHAI										
	MINIMUM LOT SIZE	MINIMUM LOT FRONTAGE (See Note 2)	MAXIMUM LOT COVERAGE (See Note 3)	MAXIMUM BUILDING HEIGHT (See Note 1)	BUILDING SETBACK TO LOWELL BLVD. (See Note 4)	FRONT YARD SETBACK TO STRUCTURE ON PUBLIC ROW (See Notes 6)	FRONT YARD SETBACK TO STRUCTURE ON OPEN SPACE (See Notes 6)	FRONT YARD SETBACK TO GARAGE FACE (See Notes 6)	SIDE YARD SETBACK (See Note 6)	REAR YARD SETBACK (See Notes 6)	REAR YARD SETBACK TO GARAGE DOOR FACE FOR REAR LOADED GARAGES (See Notes 5, 6)	PERIMETER BUILDING SETBACKS
al												
	2500 SF	35FT	65%	35FT	20FT	10FT	10 FT	NA	3 FT Exterior Wall 10 FT Corner Lot	NA	8 or 18 FT	
al												
	1650 SF	18 FT	65%	40 FT		10FT	10FT	NA		NA	8 or 18 FT	
	1650 SF	18 FT	65%	40 FT		10FT	10FT	NA		NA	8 or 18 FT	NORTH: 15' WEST: 20'
	880 SF	16FT	85%	45 FT	20FT	10 FT	NA	10 FT to Structure 18 FT to Face of Garage	0 FT Common Wall 3 FT End Wall 3 FT Open Space 3 FT Corner on Private St.	15 FT	NA	EAST: 15' SOUTH: 160'
	1100 SF	16 FT	85%	45 FT		10 FT	10FT	NA	10 FT Corner on Collector	NA	8 or 18 FT	
	NA	NA	NA	20 FT		10 FT	NA	0 FT		NA	NA	

sured per Section U. Definitions

front setback line.

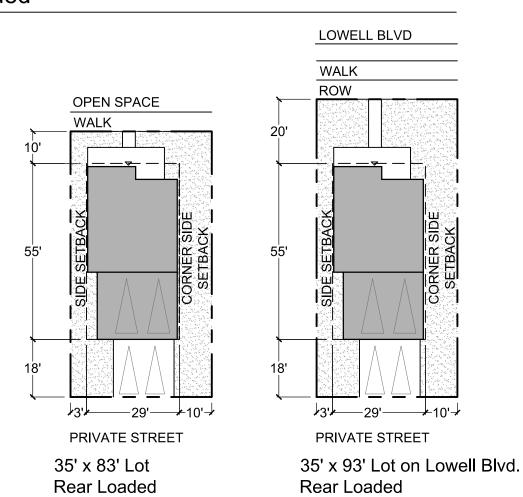
Iding footprint and excludes driveways, patios and walks.

owell Right of Way to structure.

ate street, pavement, or parking. encroach into front and rear setbacks.

Walls and eaves within 3' of a property line will be fire rated as required per Section R302 of the 2018

International Residential Building Code and Tables R302.1(1) and R302.1(2) 8. All building setbacks measured from foundation.



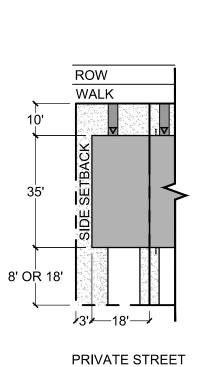
1. Lot coverage is defined as the area covered by the buildings and accessory buildings.

2. Bay windows cantilevers, chimneys, exterior posts/columns, solar panels, mechanical, sprinkler room, equipment, light fixtures, balconies, porches stairs, and other similar architectural features are allowed to extend outward from the principal building in front, and rear yards. In no instance may encroachment cross the property line or be located less than six-feet from the finished material of

3. Roof overhangs are permitted in the building setback and are not included as a part of lot coverage. In no instance may an encroachment cross the property line.

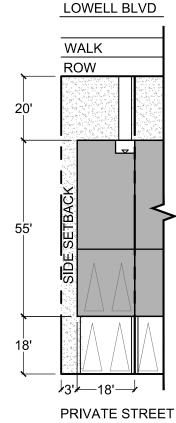
4. When necessary, tread of first entry step may be located immediately adjacent to public sidewalk.

Single Family Attached 1-Story



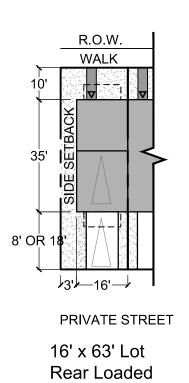
18' x 53' Lot 1-Story

Single Family Attached 2-Story Rear Loaded



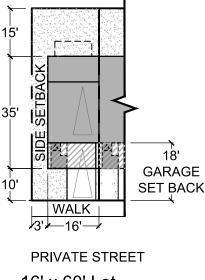
18' x 93' Lot on Lowell Blvd. Rear Loaded

Single Family Attached 3-Story Rear Loaded



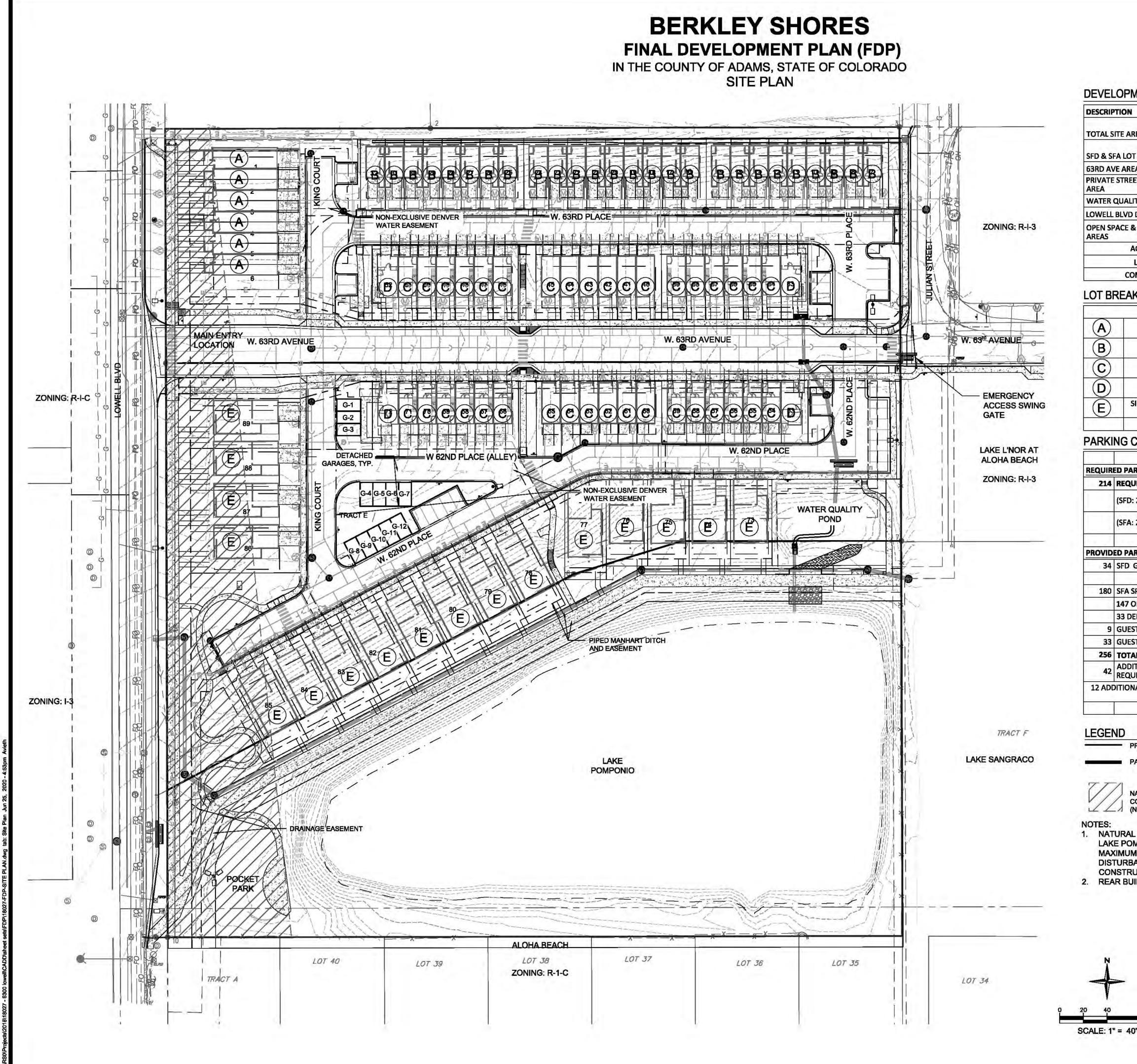
Single Family Attached 3-Story

Front Loaded 2-Story Rear



16' x 60' Lot Front Loaded

S		DATE NO.		
HEE		11/27/2019 1		
ET	FINAL DEVELOPMENT PLAN	02/14/2020 2 FDP-Second Submittal	CHECKED SW	
		04/21/2020 3 FDP-Third Submittal	APPROVED	フ コイフィブノノイ
		06/15/2020 4 FDP - Fourth Submittal	PROJECT NO. 18027	WUEDE EDEAT DI AFEE DECIN
3	PROJECT NARRATIVE	06/25/2020 5 FDP- First Submittal		WHERE UREAL FLAGED DEDIN
			HORZ. SCALE HORIZ. SCALE	720.283.6783 Office
			VERT. SCALE VERT. SCALE	



DEVELOPMENT SUMMARY

IPTION	PROVIDED			
SITE AREA	423,658 SF (9.73 AC)			
SFA LOT AREA	131,260 SF (3.01 AC)			
AVE AREA	34,580 SF (0.79 AC)			
TE STREET & PARKING	56,850 SF (1.31 AC)			
	7,035 SF (0.16 AC)			
LL BLVD DEDICATION	12,623 SF (0.31 AC)			
SPACE & LANDSCAPE	181,310 SF (4.14 AC)			
ACTIVE	43,850 SF (1.01 AC)			
LAKE	88,720 SF (2.04 AC)			
COMMON	47,740 SF (1.10 AC)			

LOT BREAK DOWN

LOT TYPE	QUANTITY
SINGLE FAMILY ATTACHED 2-STORY REAR LOADED	6
SINGLE FAMILY ATTACHED 3-STORY FRONT LOADED	26
SINGLE FAMILY ATTACHED 3-STORY REAR LOADED	36
SINGLE FAMILY ATTACHED 1-STORY ACCESSIBLE UNIT	4
SINGLE FAMILY DETACHED REAR LOADED	17
TOTAL	89

PARKING COUNT

IR	ED PARKING
L4	REQUIRED MINIMUM PARKING SPACES
	(SFD: 2 SPACES REQUIRED PER BUILDING 17 x 2= 34)
1	(SFA: 2.5 SPACES REQUIRED PER BUILDING 72 x 2.5= 180)
'ID	ED PARKING
34	SFD GARAGE SPACES
80	SFA SPACES
	147 ON-LOT & APRON
	33 DEDICATED BAYS
9	GUEST SPACES - COMMON
33	GUEST SPACES
56	TOTAL PARKING SPACES
42	ADDITIONAL PARKING SPACES PROVIDED BEYOND REQUIREMENT
DD	DITIONAL DETACHED GARAGES (FOR OWNERSHIP) ARE NOT

LIGHT ARE NOT INCLUDED IN PARKING COUNTS

PARCEL/TRACT BOUNDARY

- PROPERTY LINE

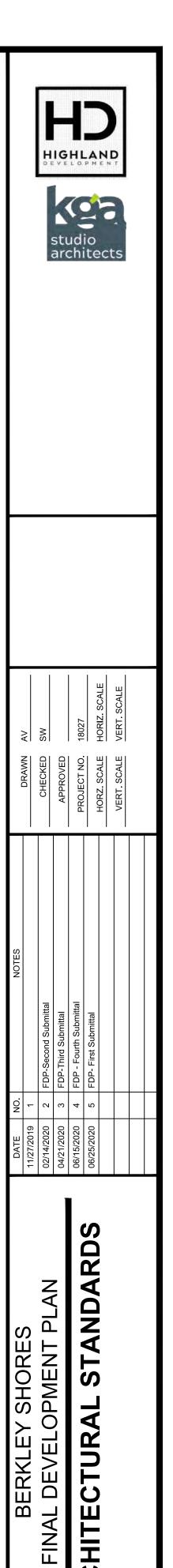
NATURAL RESOURCE CONSERVATION BOUNDARY

1. NATURAL RESOURCES CONSERVATION BOUNDARY (NRCO) IS LOCATED ALONG LOWELL BLVD AND LAKE POMPONIO. THE NEIGHBORHOOD DEVELOPMENT WILL IMPACT LESS THAN THE ONE (1) ACRE MAXIMUM REQUIREMENT IN SECTION 3-38, REQUIRING NO RESOURCE REVIEW. MINOR DISTURBANCES AROUND LAKE FOR CLEAN UP, CREATION OF TRAIL/ PATH AND OUTFALL CONSTRUCTION SHALL BE ALLOWED.

2. REAR BUILDING PROJECTION CANTILEVER INTO REAR SETBACK ON LOTS 33, 52, 53,72.

				WUEDE COEAT DI AFEC	WHENE UNEAL FLAUES	720.283.6783 Office	1500 West Canal Court	Littleton, Colorado 80120	REDLAND.COM
	AV AV	CHECKED SW	APPROVED	PROJECT NO. 18027		HOKZ. SCALE HOKIZ. SCALE	VERT. SCALE VERT. SCALE		
DATE NO. NOTES	11/27/2019 1	02/14/2020 2 FDP-Second Submittal	04/21/2020 3 FDP-Third Submittal	06/15/2020 4 FDP - Fourth Submittal	06/25/2020 5 FDP- First Submittal				
DEDKI EV SUDDES	DENNLET JUONES	FINAL DEVELOPMENT PLAN			SITEPLAN				
S	HEE	T							

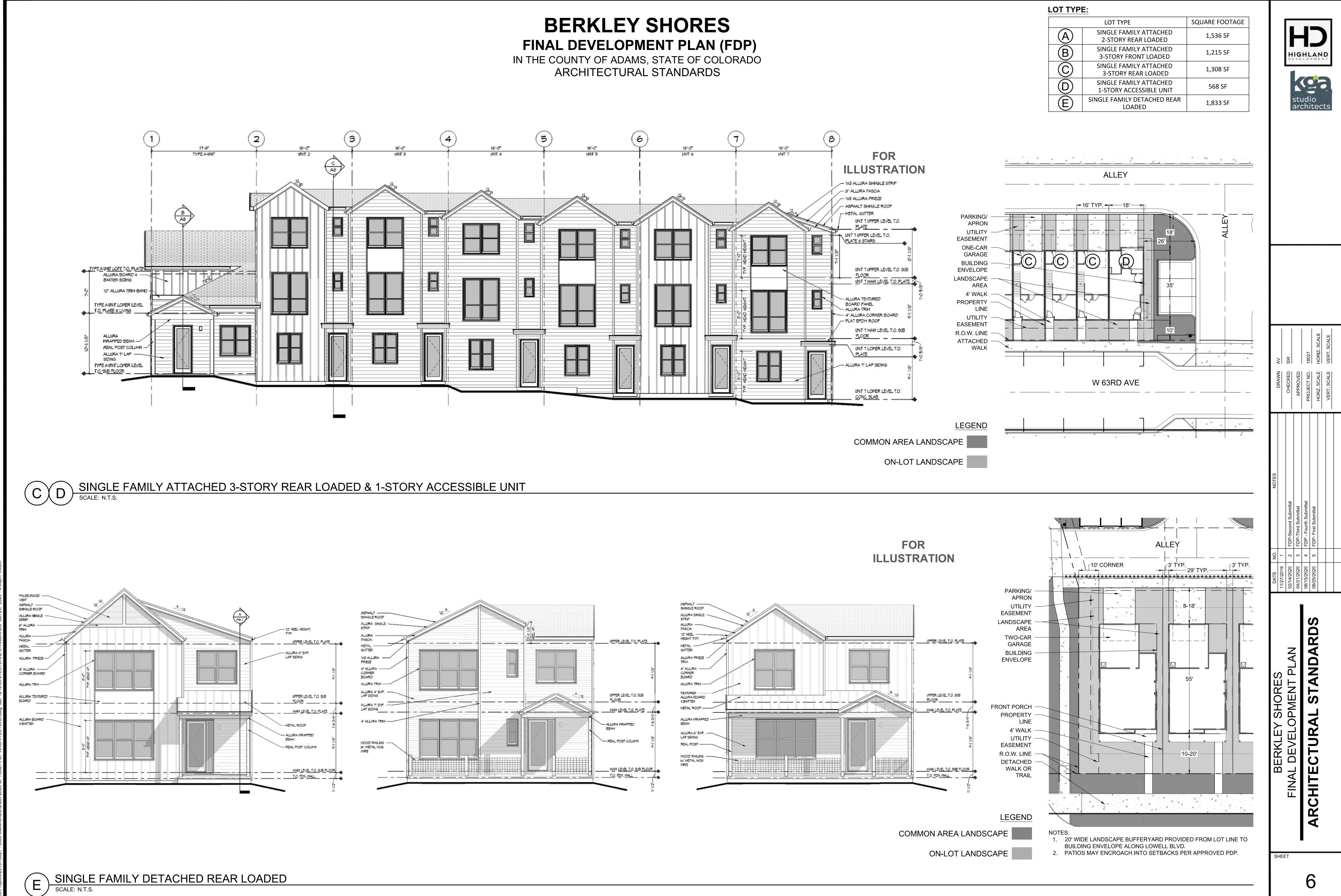


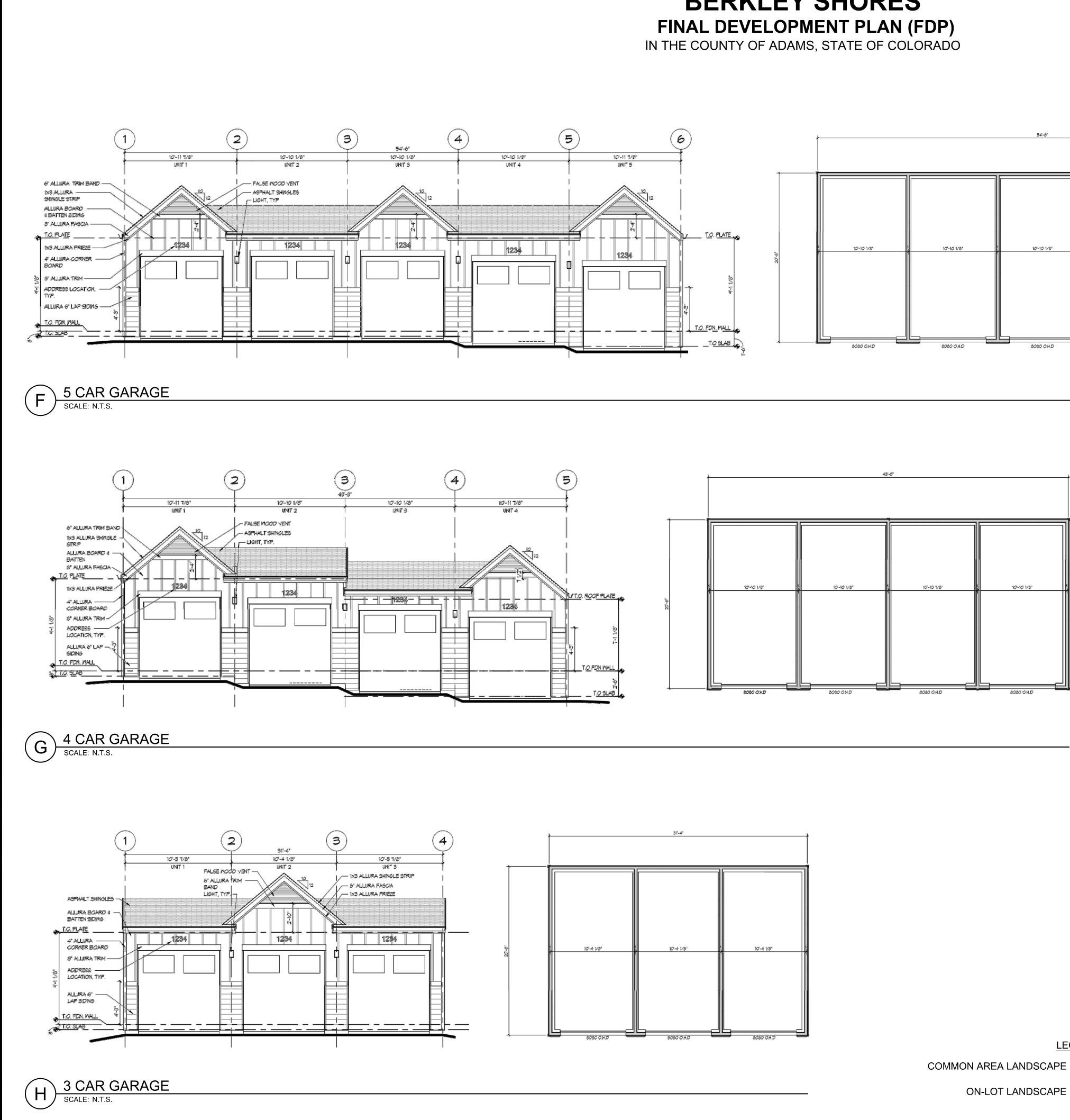


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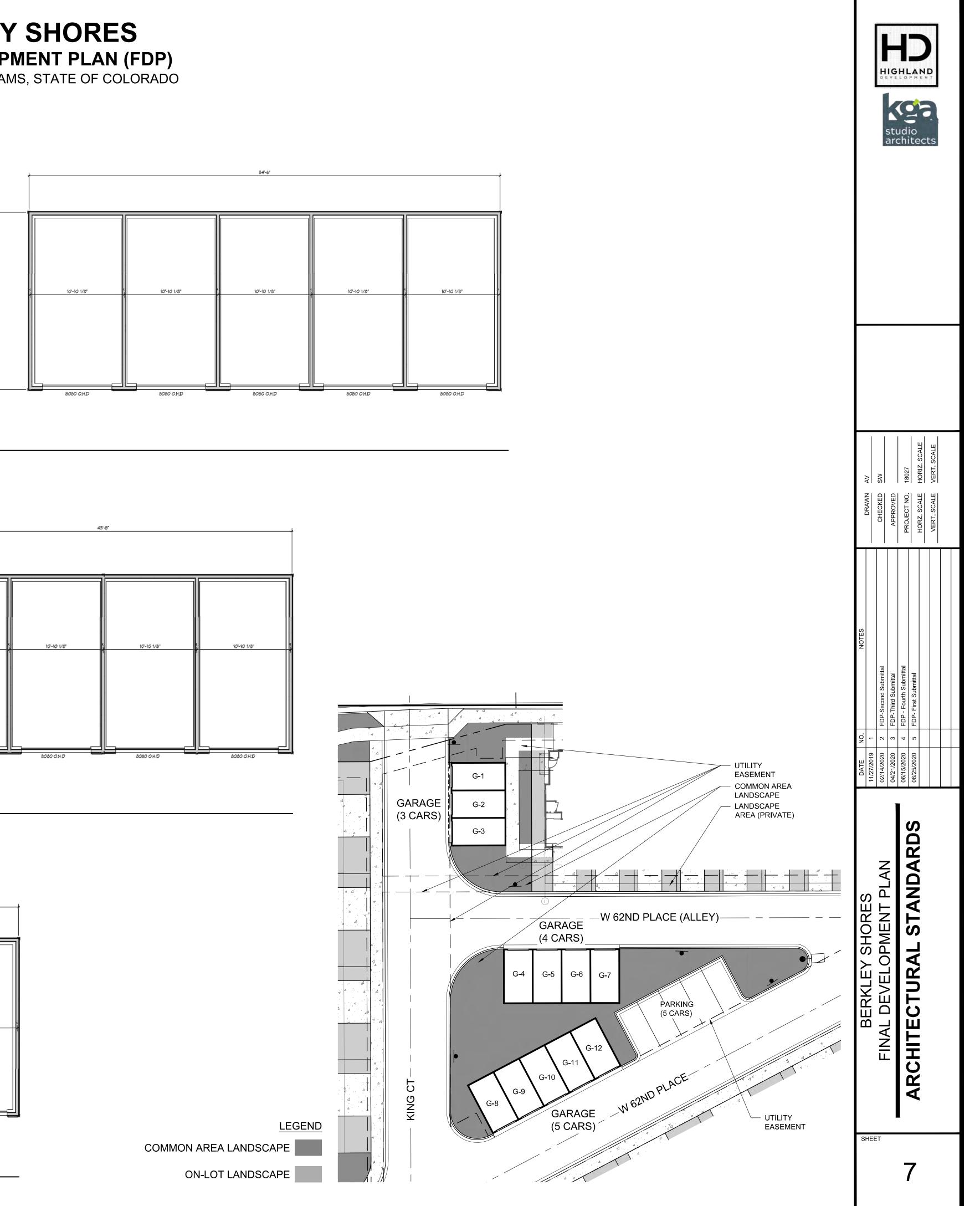
SHEET

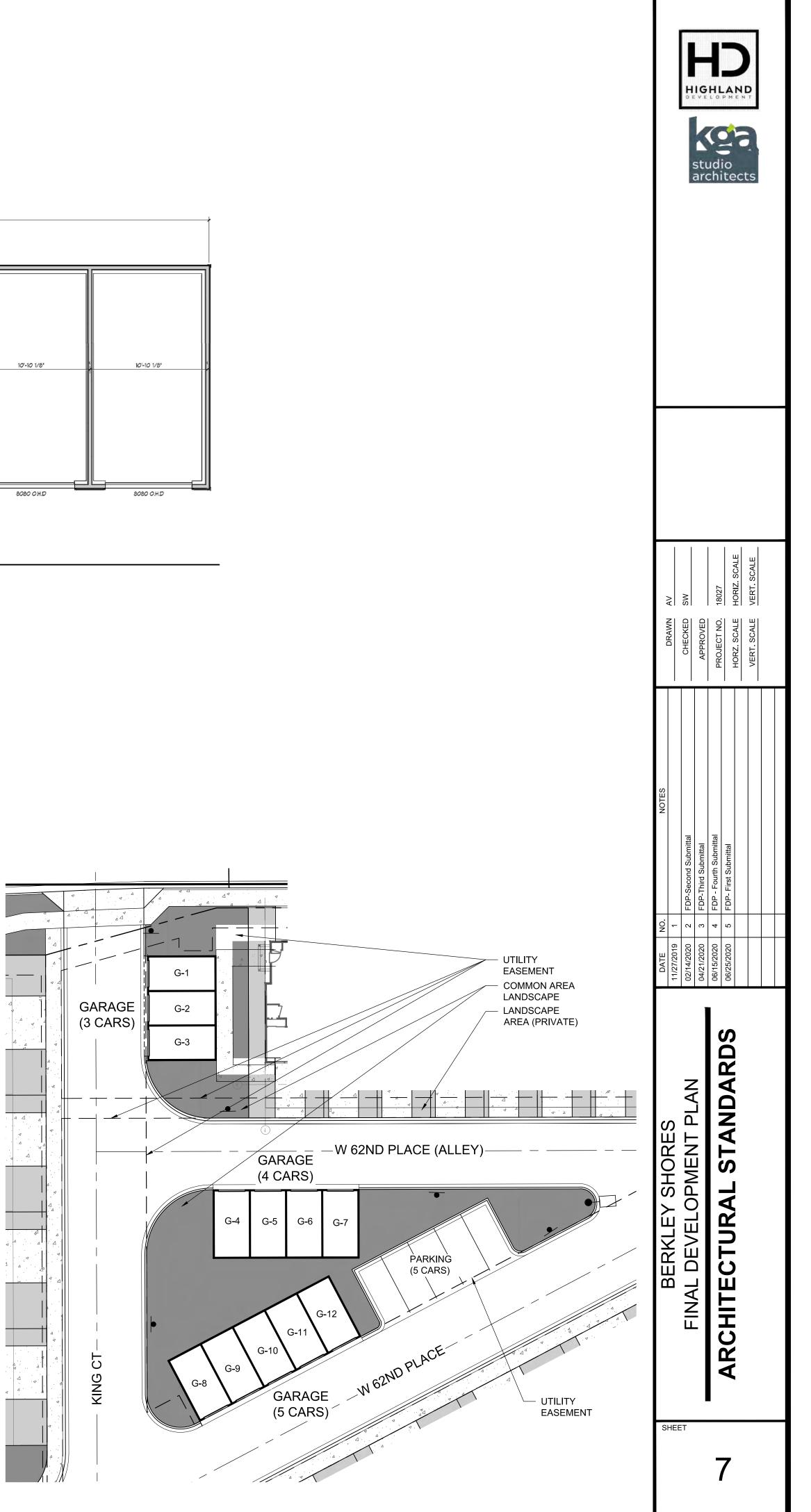
ARCHITE





BERKLEY SHORES







COLOR 'A' SHERWIN WILLIAMS SW 9154: PERLE NOIR

COLOR 'B' SHERWIN WILLIAMS SW 6277: SPECIAL GRAY

COLOR 'C' SHERWIN WILLIAMS SW 7006: EXTRA WHITE

COLOR 'D' SHERWIN WILLIAMS SW 7069: IRON ORE

Entry Sherwin Williams SW 6258: TRICORN BLACK



COLOR 'B'

Color 'A' Sherwin Williams SW 7622: Homburg Gray

Color 'C' Sherwin Williams SW 7006: EXTRA WHITE

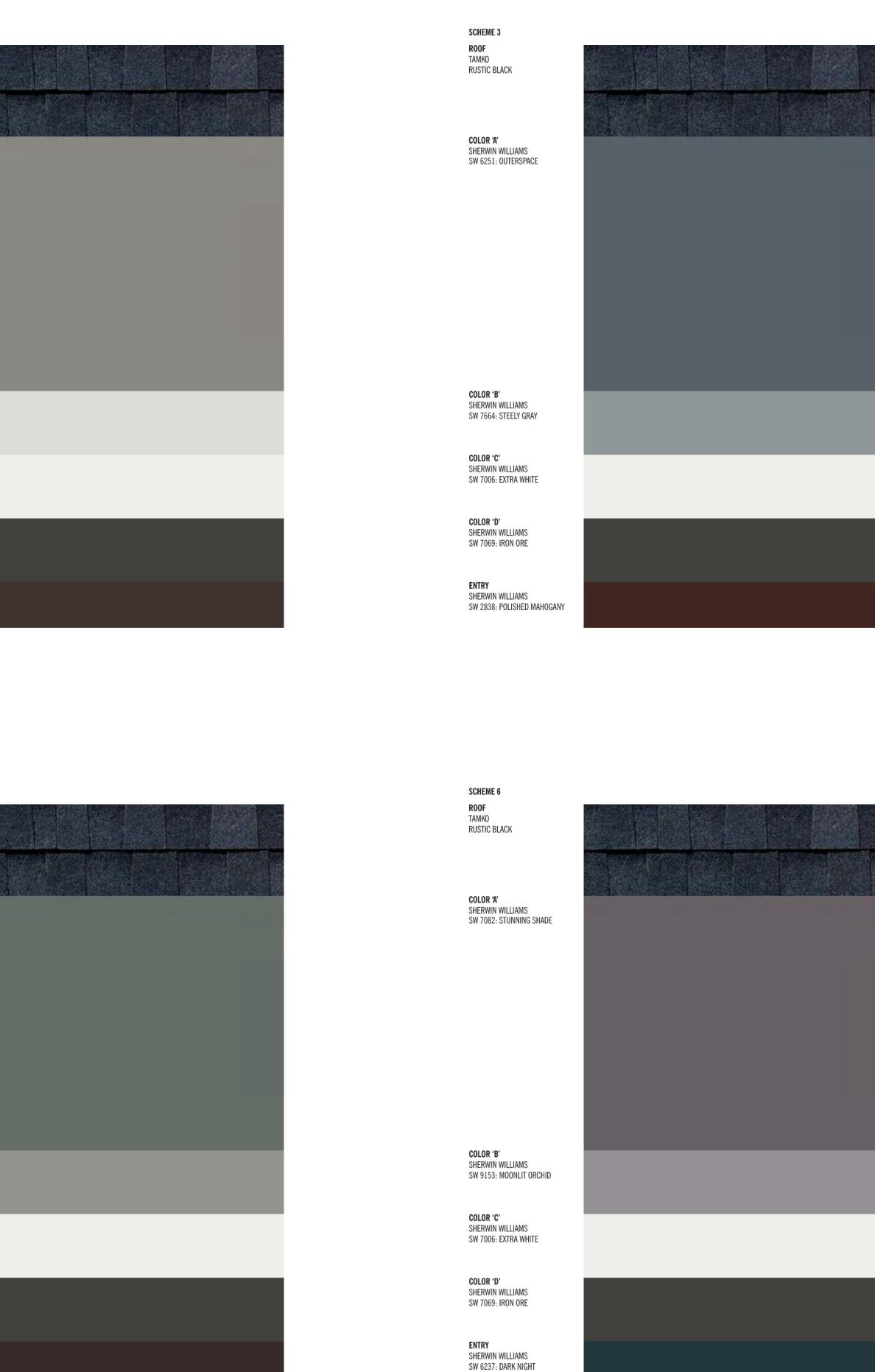
SHERWIN WILLIAMS

SW 9164: ILLUSIVE GREEN

Color 'd' Sherwin Williams Sw 7069: Iron ore

ENTRY Sherwin Williams SW 7630: RAISIN

BERKLEY SHORES FINAL DEVELOPMENT PLAN (FDP) IN THE COUNTY OF ADAMS, STATE OF COLORADO



S	ομαία το καιθείο	DATE NO. NOTES		
HEE	DENNET JUCKED	11/27/2019 1		
T	FINAL DEVELOPMENT PLAN	02/14/2020 2 FDP-Second Submittal	CHECKED SW	
		04/21/2020 3 FDP-Third Submittal	APPROVED	aro
8		06/15/2020 4 FDP - Fourth Submittal	PROJECT NO. 18027	
3	ARCHILECTURAL STANDARDS	06/25/2020 5 FDP- First Submittal		ite
	COLOR SCHEMES		VERT SCALE VERT SCALE	

LANDSCAPE NOTES

- ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEMS. SHRUB BEDS AND TREES WITHIN NATIVE SEED AREAS SHALL RECEIVE DRIP IRRIGATION. NATIVE SEED AREAS MAY BE INSTALLED WITH A TEMPORARY IRRIGATION SYSTEM FOR THE FIRST THREE YEARS TO ESTABLISH THE NATIVE SEED MIX.
- 2. DECIDUOUS TREES WILL BE PLANTED A MINIMUM FIVE (5) FEET FROM SIDEWALKS AND PLANTING BEDS. EVERGREEN TREES WILL BE PLANTED A MINIMUM 10 FEET FROM SIDEWALKS AND PLANTING BED EDGES. DECIDUOUS TREES WILL BE LOCATED A MINIMUM SIX (6) FEET FROM EDGE OF BUILDINGS; EVERGREEN TREES A MINIMUM OF 10 FEET. SHRUBS WILL BE PLANTED A MINIMUM FOUR (4) FEET FROM SIDEWALKS, PLANTING BED EDGES, EDGE OF BUILDINGS OR ONE-HALF THEIR MATURE WIDTH, WHICHEVER IS GREATER. SPACING FOR PLANT PLACEMENT WILL BE MEASURED FROM THE CENTERLINE OF THE PLANT.
- 3. ALL TREES IN SOD AND NATIVE SEED AREAS SHALL RECEIVE A MAX. SIX (6) FOOT DIA. ORGANIC MULCH RING TO A DEPTH OF FOUR (4) INCHES. DO NOT USE LANDSCAPE EDGER AROUND TREES IN SOD OR NATIVE SEED AREAS.
- 4. LIVE PLANT MATERIAL:
 - A. ALL PLANT MATERIAL WILL MEET OR EXCEED CURRENT AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1 AND THE COLORADO NURSERY ACT AND ACCOMPANYING RULES AND REGULATIONS.
 - B. ALL LIVE PLANT MATERIAL WILL BE KEPT CONTINUOUSLY MAINTAINED IN LIVE AND GROWING CONDITION, INCLUDING WITHIN THE RIGHT-OF-WAY.
 - C. ALL PROPOSED PLANT MATERIAL IN LANDSCAPE AREAS WILL BE DROUGHT RESISTANT.
 - D. <u>INSTALLED PLANT SIZE</u>: MINIMUM SIZES SHALL BE AS SPECIFIED IN THE PLANT SCHEDULE.
- 5. <u>NON-LIVE LANDSCAPING MATERIAL</u>; WHERE NON-LIVE LANDSCAPING MATERIAL IS PROPOSED, ORGANIC MULCH AND GRAVEL WILL BE PLACED SO AS TO ALLOW PERMEABILITY.
- 6. ORGANIC SOIL AMENDMENTS:

A1 ORGANICS (EATON, CO, 970-454-3492) PREMIUM 3 CONTRACTOR CLASS II COMPOST OR APPROVED EQUAL.

ORGANIC SOIL AMENDMENTS: SOIL AMENDMENTS SHALL BE INCORPORATED ACCORDING TO RECOMMENDATIONS OF THE SOIL REPORT AND WHAT IS APPROPRIATE FOR THE PLANTS SELECTED.

AT A MINIMUM FOUR (4) CUBIC YARDS OF ORGANIC SOIL AMENDMENT, TO A DEPTH OF SIX (6) INCHES, FOR EACH 1000 SQUARE FEET OF SOIL PREPARATION WITHIN THE LIMITS OF WORK, INCLUDING ALL TURF, NATIVE SEED, TREE, SHRUB PLANTING BEDS IN THEIR ENTIRETY, ANNUAL, VINE, AND GROUNDCOVER AREAS (IF APPLICABLE), AS WELL AS ALL TREE LAWNS AND RIGHT-OF-WAYS ADJACENT TO THE PROPERTY.

ORGANIC FERTILIZER AND SOIL CONDITIONER:

GRANULAR ENDO MYCORRHIZAE, MENEFEE GRANULAR HUMATE AND BIOSOL FORTE (7-2-1).

RECOMMENDED SUPPLIER: ROCKY MOUNTAIN BIO PRODUCTS, 10801 E. 54TH AVENUE, DENVER, CO 80239, (303) 696-8960.

- . <u>ROCK MULCH:</u> 1 1/2" LOCAL RIVER ROCK INSTALLED TO A DEPTH OF (3) THREE INCHES OVER WEED BARRIER FABRIC.
- WEED BARRIER FABRIC: TO BE A NONWOVEN GEOTEXTILE COMPOSED OF POLYPROPYLENE FIBERS.

CUT X-SHAPES INTO THE FABRIC TO ALLOW FOR PLANT MATERIAL. EDGES SHOULD BE BURIED AND OVERLAPPED BY A MINIMUM OF 12"

RECOMMENDED PRODUCT:

- MIRAFI 140N, TYPAR 3341, POLYSPUN 300 OR APPROVED EQUAL.
- 10. <u>WOOD MULCH:</u> TO BE "CASCADE CEDAR MULCH", A DISTINCTIVE LOOKING WOOD MULCH MEDIUM BROWN IN APPEARANCE WITH A FINE TEXTURED "HAIR-LIKE" LOOK. THE WOOD FIBERS WILL BE APPROXIMATELY 1 ½" – 3 ½" IN LENGTH AND BE UNIFORM IN APPEARANCE.

MULCHED BED AREAS WILL <u>NOT</u> INCLUDE WEED BARRIER FABRIC. INSTALL TO A DEPTH OF 4".

11. <u>LANDSCAPE EDGER:</u> EDGER TO BE 3/16"x6" INTERLOCKING STEEL EDGING WITH AN INTEGRATED TAPERED METAL STAKING SYSTEM (4 STAKES PER SECTION). COLOR: GREEN.

RECOMMENDED PRODUCT:

PRO-STEEL - PS3-13 (3/16") OR APPROVED EQUAL.

BERKLEY SHORES FINAL DEVELOPMENT PLAN (FDP)

IN THE COUNTY OF ADAMS, STATE OF COLORADO LANDSCAPE NOTES AND

SCHEDULE

MINIMUM SITE AREA CALCULATIONS

DESCRIPTION	REQUIRED	PROVIDED
PROJECT AREA	10 - C - I -	423,658 SF
OPEN SPACE	169,463 SF (40%)	181,310 SF (43%)
ACTIVE RECREATIONAL AREA	42,365 (25% MIN)	43,580 SF (25%)
TREES (169,463 SF / 1,500) x 1	113 TREES	107 TREES
SHRUBS (169,463 SF / 1,500) x 2	226 SHRUBS	431 SHURBS

1. 14 TREE EQUIVALENTS ARE BEING UTILIZED TO MAKE UP THE DIFFERENCE BETWEEN REQUIRED TREE QUANTITY AND PROVIDED TREE QUANTITY.

2. MINIMUM SITE AREA CALCULATIONS DO NOT INCLUDE ON LOT LANDSCAPE QUANTITIES. REFER TO SHEET 14 FOR ON-LOT TYPICAL REQUIREMENTS AND PLANTING EXAMPLES.

BUFFERYARDS

PROPERTY LINE	REQUIRED	PROVIDED
NORTH - 15' WIDE BUFFERYARD - 600 LF		
(600 LF / 60 LF) X 3 TREES	30 TREES	23 TREES
WEST (LOWELL) 20' WIDE BUFFERYARD - 480 + 150 LF		
(640 LF / 40 LF) X 1 TREE	16 TREES	16 TREES
SOUTH & EAST - 5' BUFFERYARD & 15' BUILDING SETBACK - 150 + 490 + 620 LF		
(1260 LF / 80 LF) X 1 TREE	16 TREES	16 TREES

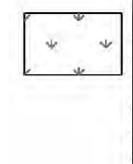
STREET TREE REQUIREMENT

DESCRIPTION	REQUIRED	PROVIDED
63RD AVENUE - 620 LF TREES: 1 x (580 LF / 40 LF) SHRUBS: 2 X (580 LF / 40 LF)	15 TREES 29 SHURBS	15 TREES 34 SHRUBS

TREE MIX CALCULATION

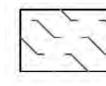
DESCRIPTION	REQUIRED	PROVIDED
LARGE DECIDOUS TREES	30%-70%	TREES (60%)
ORNAMENTAL & EVRG. TREES	30%-70%	TREES (40%)

NATIVE SEED MIXES



NATIVE PRAIRIE SEED MIX		
COMMON NAME	SCIENTIFIC NAME	PERCENT
Sideoats grama	Bouteloua curtipendula	15%
Western wheatgrass	Agropyron smithii	28%
Blue grama	Bouteloua gracilis	8%
Little bluestem	Schizachyrium scoparium	8%
Slender wheatgrass	Elymus trachycaulus	15%
Streambank wheatgrass	Elymus lanceolatus	8%
Switchgrass	Panicum virgatum	8%
Sand dropseed	Sporobolus cryptandrus	3%
Green needelgrass	Nassella viridula	5%
Annual ryegrass	Lolium multiflorum	5%
Το	tal	100%

Seed at 15lbs/acre Broadcast, 7.5lbs/acre drilled



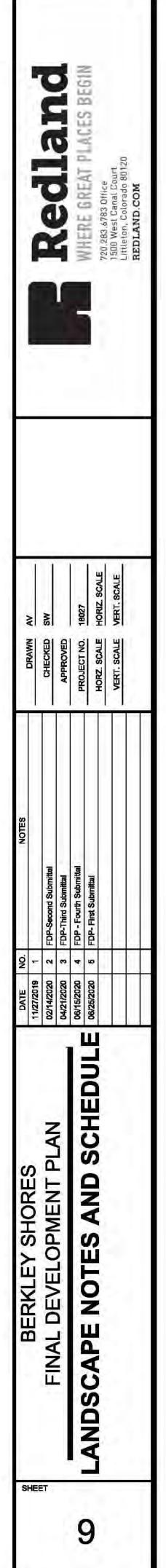
DETENTION BASIN SEED MIX		- 4.4
COMMON NAME	SCIENTIFIC NAME	PERCENT
Western wheatgrass	Agropyron smithii	30%
Alkaligrass	Puccinellia distans	10%
Streambank wheatgrass	Elymus lanceolatus	30%
Nebraska sedge	Carex nebrascensis	15%
Meadow sedge	Carex granularis	15%
Tota		100%

Seed at 15lbs/acre Broadcast, 7.5lbs/acre drilled

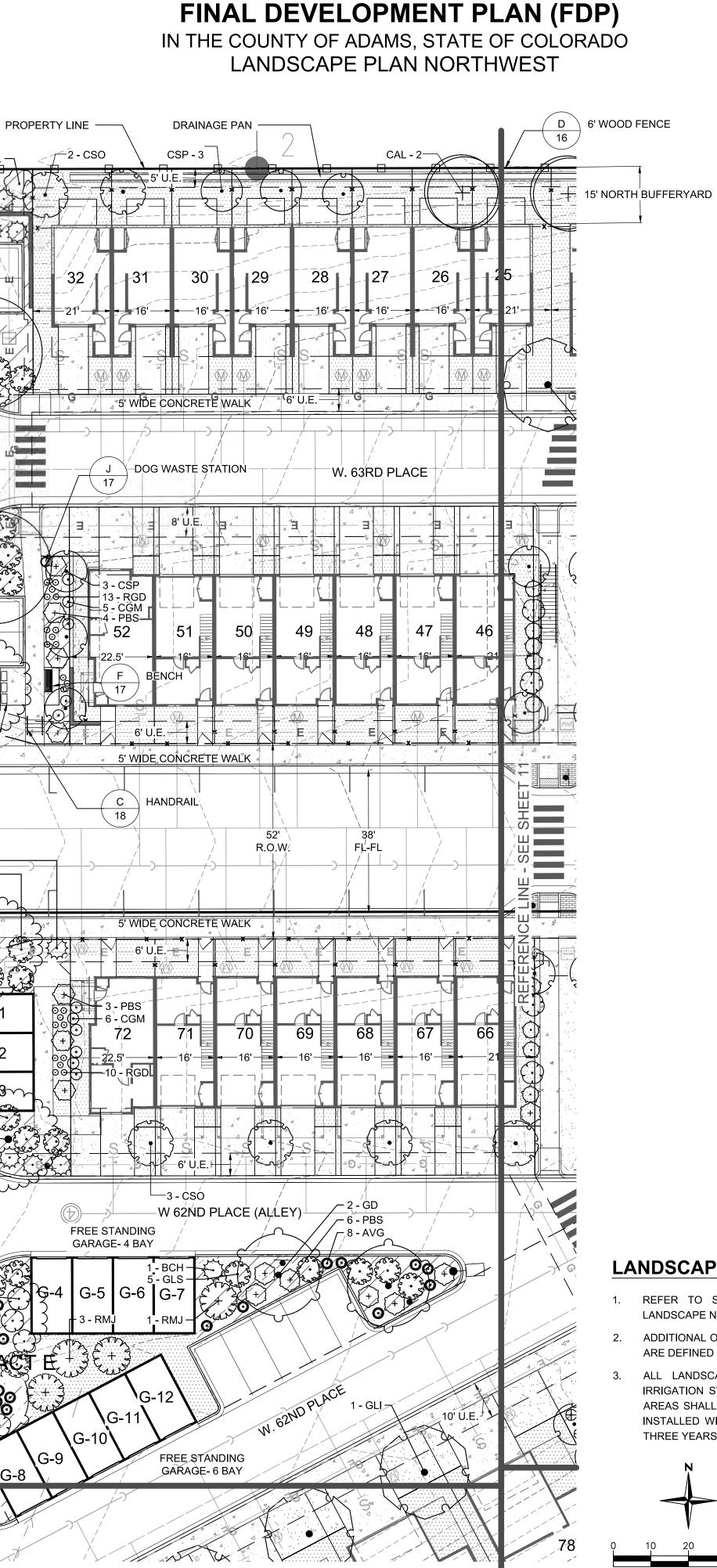
SEED NOTES

- 1. SEED SHALL BE APPLIED BY SEED DRILLING. SEED SHALL BE SOWN TO A DEPTH OF ONE AND ONE-HALF INCHES (1/2") INTO A PREPARED SEEDBED. ON SLOPING LAND, THE SEED SHALL BE APPLIED FOLLOWING THE GENERAL CONTOUR. TOP-DRESSING SHALL BE APPLIED IMMEDIATELY AFTER SEED APPLICATION. SEED SHALL NOT BE INCORPORATED AND APPLIED SIMULTANEOUSLY WITH HYDROMULCH SLURRY.
- 2. IN AREAS WHERE SEED DRILLING IS NOT FEASIBLE, A BROADCAST METHOD MAY BE SUBSTITUTED. IF A BROADCAST METHOD IS USED, THE SEEDING RATE SHALL BE DOUBLED AND THE AREA SHALL BE DRAGGED AFTER SEEDING AND TOP-DRESSING APPLIED.
- 3. ALL SEEDING SHALL OCCUR BETWEEN OCTOBER 1ST AND APRIL 30TH UNLESS APPROVED OTHERWISE.
- 4. RECOMMENDED SEED SUPPLIER: GRANITE SEED COMPANY DARRELL ROUNDY P 720.496.0600 DARRELL@GRANITESEED.COM

DECIDUOUS TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
(+)	CAL	12	Catalpa speciosa	Northern Catalpa	2.5" Cal.	B&B
∇		-		-		
Jam	HAC	4	Celtis occidentalis	Common Hackberry	2.5" Cal.	B&B
{·}	SHA	22	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Locust	2.5" Cal.	B&B
}	SKY	10	Gleditsia triacanthos inermis 'Skycole'	Skyline Thomless Honey Locust	2.5" Cal.	B&B
í.)	GD	5	Gymnocladus dioica 'Espresso'	Kentucky Coffeetree	2.5" Cal.	B&B
y s	ско	20	Quercus muchlenbergii	Chipkapin Opk	2.5" Cal.	B&B
m	CKU	20	Quercus muenienbergi	Chinkapin Oak	2.5 Cal.	BaiD
(\cdot)	EOA	6	Quercus robur	English Oak	2.5" Cal.	B&B
3	CSO	11	Quercus 'Crimschmidt'	Crimson Spire Oak	2.5" Cal.	B&B
6.3	GLI	16	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	2.5" Cal.	B&B
EVERGREEN TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINE
E+3	RMJ	23	Juniperus scopulorum	Rocky Mountain Juniper	6` Ht.	B&B
E+ J						
and a second	AUS	3	Pinus nigra	Austrian Pine	6` Ht.	B&B
	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINE
$\left(+ \right)$	тсн	15	Crataegus crus-galli 'Inermis'	Thomless Hawthorn	2" Cal.	B&B
\sum	CSP	22	Pyrus calleryana 'Chanticleer'	Chanticleer Pear	2" Cal.	B&B
	LTR	7	Syringa reticulata	Japanese Tree Lilac	2" Cal.	B&B
\bigcirc						
	CODE AM	<u>QTY</u> 7	BOTANICAL NAME Amelanchier canadensis	COMMON NAME Shadblow Serviceberry Multitrunk	<u>SIZE</u> #5.	CONTAINE
\mathbf{O}				Shadblow Serviceberry Multifulity	#J.	
\odot	VL	7	Vibumum lentago	Nannyberry	#5	
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINE
\odot	BMS	7	Caryopteris x clandonensis 'Blue Mist'	Blue Mist Spirea	#5	
\odot	FER	82	Chamaebatiaria millefolium	Fembush	#5	
\oplus	ECO	10	Euonymus fortunei "Coloratus"	Coloratus Purple Wintercreeper	#5	
	MLC	37	Philadelphus lewisii 'Cheyenne'	Cheyenne Mockorange	#5	
Õ	NLD	32	Physocarpus opulifolius `Donna May`	Little Devil Ninebark	#5	
Q	DNI	2	Physocarpus opulifolius 'Nanus'	Dwarf Ninebark	#5	
õ	WSC	21	Prunus besseyi	Western Sand Cherry	#5	
\bigoplus	PBS	63	Prunus besseyi 'Pawnee Buttes'	Pawnee Buttes Sand Cherry	#5	
63	GLS	61	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	#5	
$\overline{\textcircled{\bullet}}$	STS	14	Rhus typhina	Staghorn Sumac	#5	
\odot	TES	3	Rhus typhina 'Bailtiger'	Tiger Eyes Sumac	#5	
\odot	CGM	30	Ribes alpinum 'Green Mound'	Green Mound Currant	#5	
\odot	SNB	27	Symphoricarpos albus	Common White Snowberry	#5	
EVERGREEN SHRUBS	CODE	<u>QTY</u>	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINE
\odot	BCH	96	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	6" Ht.	
\odot	wow	5	Juniperus scopulorum 'Woodward'	Woodward columnar juniper	6' Ht.	
ŏ	MVC	48	Pinus mugo 'Valley Cushion'	Valley Cushion Mugo Pine	#5	
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINE
Ð	BBB	61	Andropogon gerardii	Big Bluestern	#1	
Õ	BLO	127	Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama	#1	
•	FRG	11	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	#1	
õ	AVG	40	Helictotrichon sempervirens	Blue Avena	#1	
õ	LBG	82	Schizachyrium scoparium	Little Bluestern	#1	
PERENNIAL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	
Ð	SGS	12	Artemisia schmidtiana	Silver Mound Sage	#1	
\odot	COM	147	Coreopsis verticillata `Moonbeam`	Moonbeam Coreopsis	#1	
	DDH	48	Hemerocallis x 'Happy Returns'	Happy Returns Daylily	#1	
\$\$ ⊕	IME	12	Iris germanica 'Midnight Express'	Midnight Express German Bearded Iris	#1	
	CMW	55	Nepeta mussinii 'Walker's Low'	Walker's Low Catmint	#1	
\bigcirc					#1	
\odot	CFL	16 77	Rudbeckia fulgida	Coneflower		
\odot	RGD	77	Rudbeckia fulgida 'Goldsturm'	Black Eyed Susan	#1	
\odot	SA	3	Sedum spectabile 'Autumn Joy'	Stonecrop	#1	



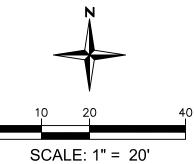
RETAINING WALL Α ^{20'} LOWELL BUFFERYARD 16 1 - VL___ 10' U.E.-F 0 1 - 2 - PBS 1-3 - AM 5 - VL - 3 - BBB - 3 - FER 5 - BCH -- 3 - AM () 6' U.E. – 1 - MVC 3 - GLS -— 1 - BMS — 2 - MVC 4 - BCI 4 - BLO 1 - CK — 1 - FER — 6 - BLO - 9 -**BOL** 2 - COM UDH: . • 3 - COM 1 - MVC — 2 - MVC 3 - COM-- $+\otimes$ S C 3 - GLS -----6' U.E |||СКО - 3--• 1 - MVC 18' — 2 - BMS — 3 - BLO x x 2 - BCH St -— 3 - LBG SHA -SHA - 1-3 - CMW---_ 3 - LBG - NLD — E — 1-3 - FERL ; 🔴 . 2 - MVC -and the second 3 - CMW — └_ 3 - SKY 17 人 and the second second 80' <u>W. 63RD AVENUE</u> and the second R.O.W. <u>3 - BCH /-</u> and the second 3 - GLŚ — 46 - FER and the second s 1 - SHA – - CMW 🔟 5 - COM —— 14 \sim - 10 - COM ____2 - CMW ___ г 10 - ВВВ---и -ntr <u>الا ا</u> _:**•**, ● • ... G-1 FREE STANDING GARAGE-— 7 - LBG 2 - MVC -G-2 6' U.E. 3 BAY - 3 - BLO 1 - NĻD — ທ⊬– 30' 89 3 - LBĠ -🛨 3 - MVC ' ESMT. ୢୢୢୢୢୢୢୢୢୢୢୢୢୢୢୢୢୢ ---3 - FER _3 - GLS · (SHA - 1-• 5 - BCH-1 - SHA — 3 - LBG -----1 - DNI-------- 2 - COM -----88 ----- 6 - BLO ³⁵ 80 – 1 - FER _0 CKO - 3 🔴 Ċ - 6 - COM 7 - MLC 10 - RGD 1 - SHA 4 - GLS 10 - AVG 3 - BCH 3 - MVC 5 - LBG 35' - - - **87**- -ທ⊦ 1 - MVC 3 - BMS i 🌒 i 1 - GD 6 - COM 3 - BLO - 35' 86 3 - LBG 🦯 G-8 REFERENCE LINE - SEE SHEET 12



BERKLEY SHORES

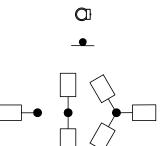
LANDSCAPE NOTES

- REFER TO SHEET 9 LANDSCAPE NOTES AND SCHEDULE FOR LANDSCAPE NOTES AND PLANT LEGEND.
- ADDITIONAL ON LOT LANDSCAPING AND FRONT YARD TREE PLACEMENT ARE DEFINED ON SHEET 14 - TYPICAL ON-LOT LANDSCAPE.
- ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEMS. SHRUB BEDS AND TREES WITHIN NATIVE SEED AREAS SHALL RECEIVE DRIP IRRIGATION. NATIVE SEED AREAS MAY BE INSTALLED WITH A TEMPORARY IRRIGATION SYSTEM FOR THE FIRST THREE YEARS TO ESTABLISH THE NATIVE SEED MIX.



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SITE LIGHTING

PROPERTY LINE

EASEMENT LINE

6' WOOD FENCE

CONCRETE WALK

ORNAMENTAL TREE

DECIDUOUS SHRUB

EVERGREEN SHRUB

ORNAMENTAL GRASS

COMMON AREA LANDSCAPE

PERENNIAL

ROCK MULCH

SOD

BENCH

MAILBOX

SIGN

TRASH RECEPTACLE

PET WASTE STATION

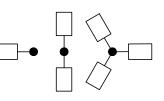
RIGHT-OF-WAY LINE

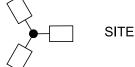
LOT LINE

4 4

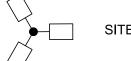
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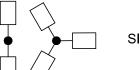
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----- LANDSCAPE EDGER





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LEGEND

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SHEET 11 SHEET 10÷

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SHEET 12

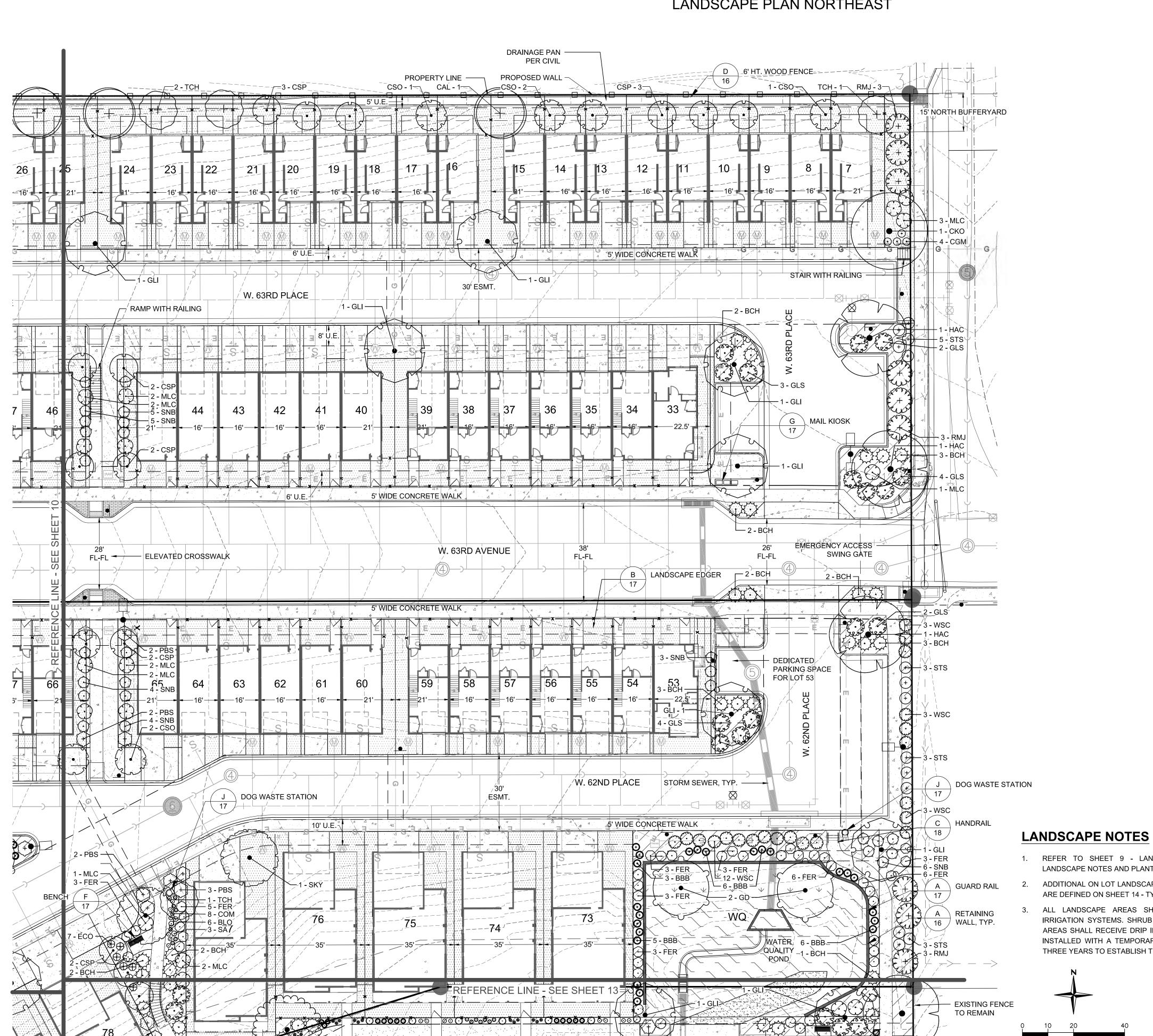
KEYMAP 1"=200'

SHEET 13

— · ~ · ~

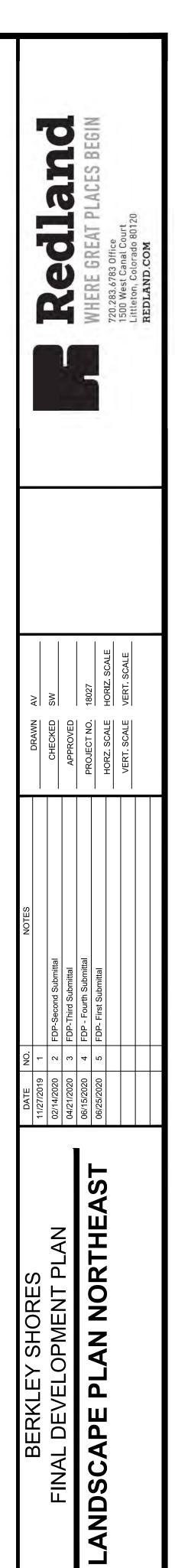
10

SHEET



BERKLEY SHORES FINAL DEVELOPMENT PLAN (FDP) IN THE COUNTY OF ADAMS, STATE OF COLORADO LANDSCAPE PLAN NORTHEAST

SCALE: 1" = 20'



1. REFER TO SHEET 9 - LANDSCAPE NOTES AND SCHEDULE FOR LANDSCAPE NOTES AND PLANT LEGEND.

LEGEND

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SHEET 10÷

SHEET 12

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KEYMAP

1"=200'

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PROPERTY LINE

6' WOOD FENCE

CONCRETE WALK

ORNAMENTAL TREE

DECIDUOUS SHRUB

EVERGREEN SHRUB

ORNAMENTAL GRASS

COMMON AREA LANDSCAPE

WATER QUALITY SEED MIX

PERENNIAL

ROCK MULCH

NATIVE SEED MIX

SOD

BENCH

MAILBOX

SIGN

SITE LIGHTING

TRASH RECEPTACLE

PET WASTE STATION

SHEET 11

SHEET 13

· ___ · __ · __

— — — — — — — LANDSCAPE EDGER

3-RAIL FENCE

—_x____

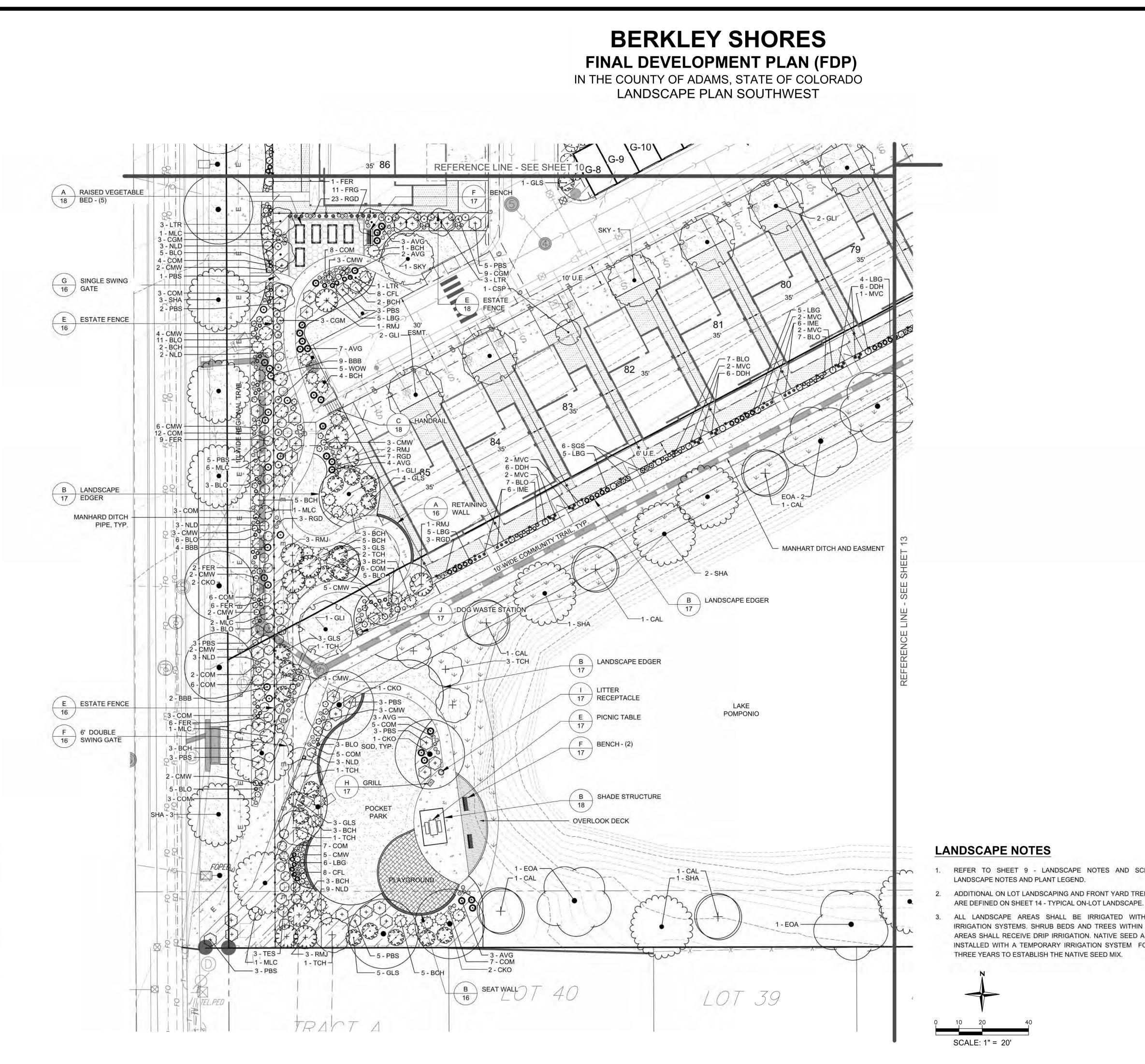
RIGHT-OF-WAY LINE EASEMENT LINE

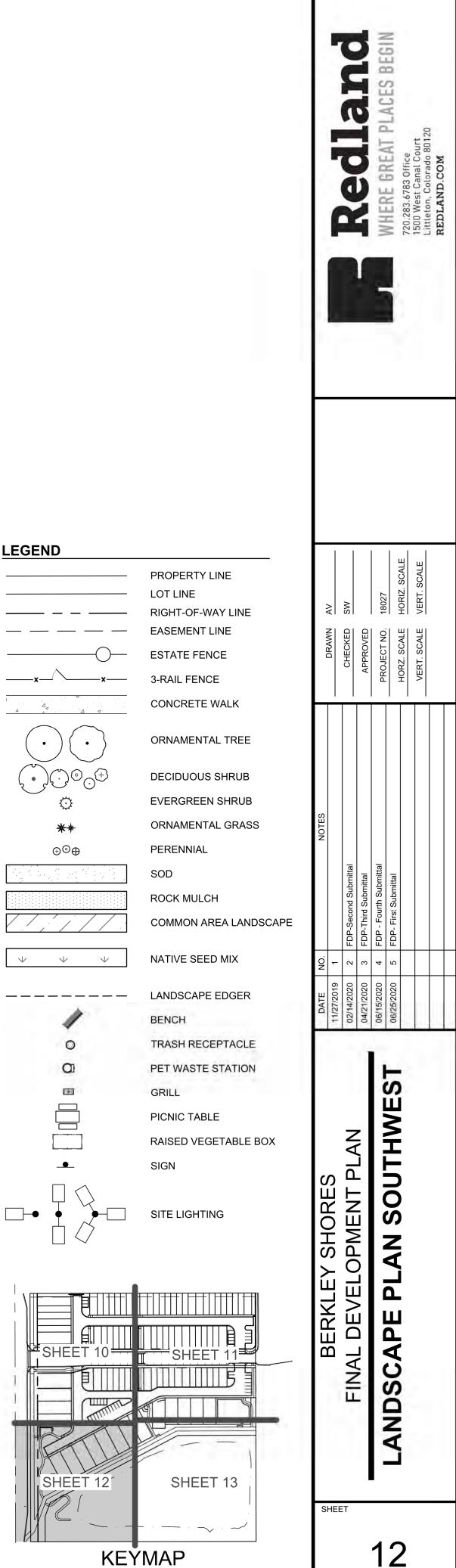
LOT LINE

- 2. ADDITIONAL ON LOT LANDSCAPING AND FRONT YARD TREE PLACEMENT ARE DEFINED ON SHEET 14 - TYPICAL ON-LOT LANDSCAPE.
 - ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEMS. SHRUB BEDS AND TREES WITHIN NATIVE SEED AREAS SHALL RECEIVE DRIP IRRIGATION. NATIVE SEED AREAS MAY BE INSTALLED WITH A TEMPORARY IRRIGATION SYSTEM FOR THE FIRST THREE YEARS TO ESTABLISH THE NATIVE SEED MIX.

11

SHEET





LEGEND

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SHEET 10[‡]

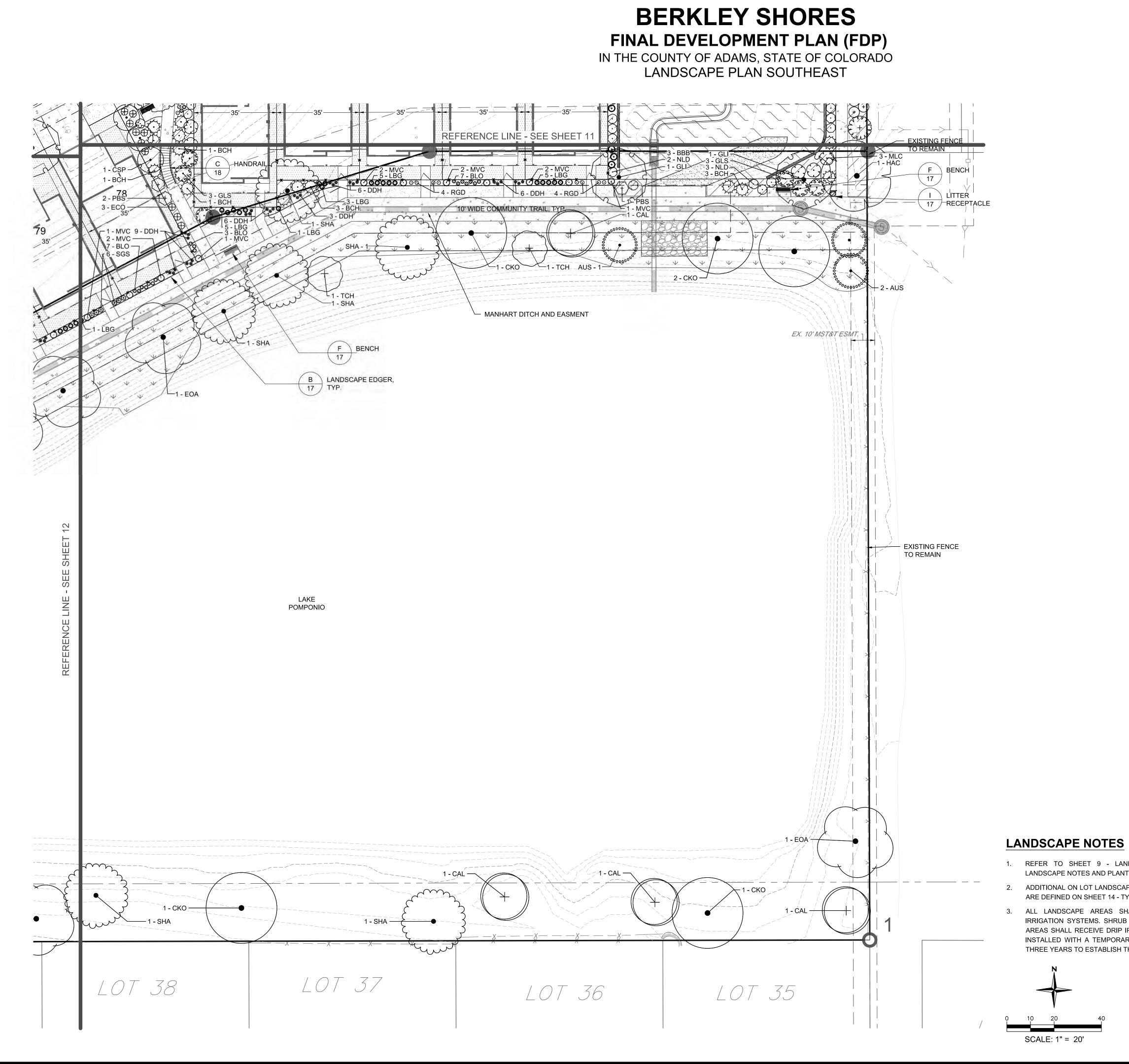
SHEET 12

1"=200'

1. REFER TO SHEET 9 - LANDSCAPE NOTES AND SCHEDULE FOR

2. ADDITIONAL ON LOT LANDSCAPING AND FRONT YARD TREE PLACEMENT

ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEMS. SHRUB BEDS AND TREES WITHIN NATIVE SEED AREAS SHALL RECEIVE DRIP IRRIGATION. NATIVE SEED AREAS MAY BE INSTALLED WITH A TEMPORARY IRRIGATION SYSTEM FOR THE FIRST

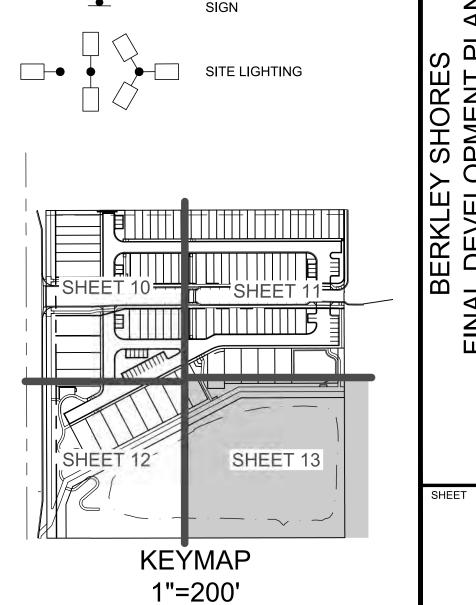


-0 ue 0 0 R COMMON AREA LANDSCAPE WATER QUALITY SEED MIX S 0 Δ 4 FINA C S **LAND**

1. REFER TO SHEET 9 - LANDSCAPE NOTES AND SCHEDULE FOR LANDSCAPE NOTES AND PLANT LEGEND.

2. ADDITIONAL ON LOT LANDSCAPING AND FRONT YARD TREE PLACEMENT ARE DEFINED ON SHEET 14 - TYPICAL ON-LOT LANDSCAPE.

3. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEMS. SHRUB BEDS AND TREES WITHIN NATIVE SEED AREAS SHALL RECEIVE DRIP IRRIGATION. NATIVE SEED AREAS MAY BE INSTALLED WITH A TEMPORARY IRRIGATION SYSTEM FOR THE FIRST THREE YEARS TO ESTABLISH THE NATIVE SEED MIX.



LEGEND

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PROPERTY LINE

EASEMENT LINE

ESTATE FENCE

CONCRETE WALK

ORNAMENTAL TREE

DECIDUOUS SHRUB

EVERGREEN SHRUB

ORNAMENTAL GRASS

PERENNIAL

ROCK MULCH

NATIVE SEED MIX

LANDSCAPE EDGER

TRASH RECEPTACLE

PET WASTE STATION

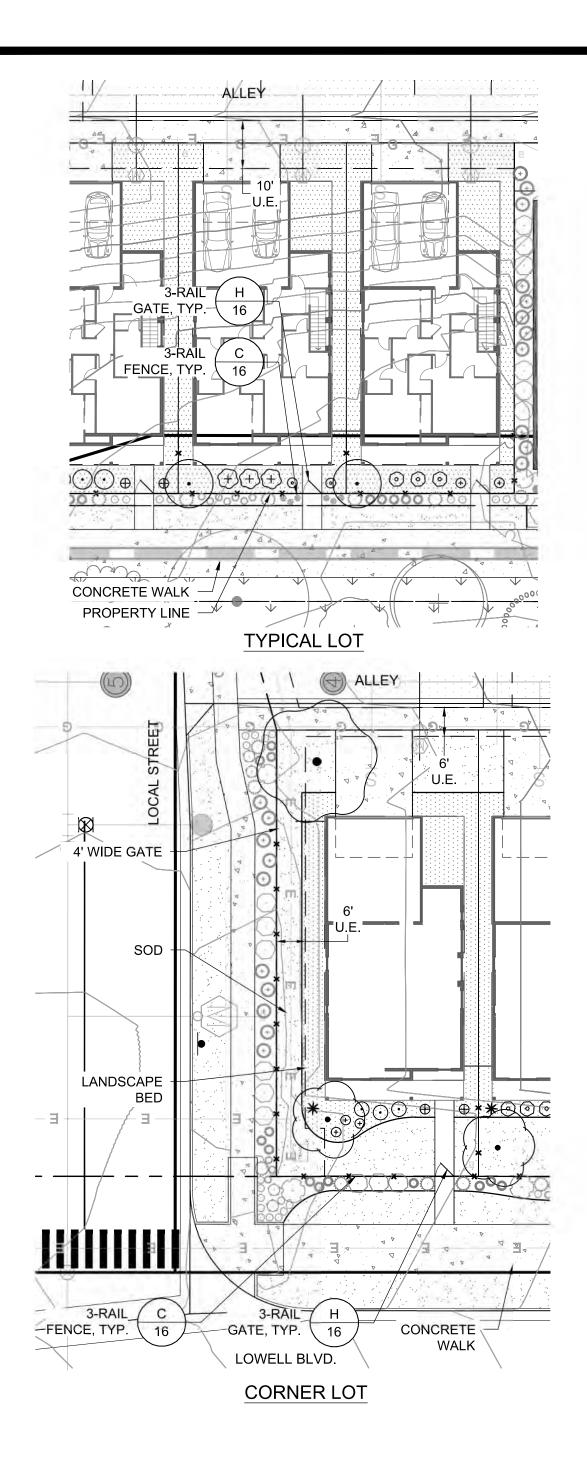
BENCH

SOD

RIGHT-OF-WAY LINE

LOT LINE

13



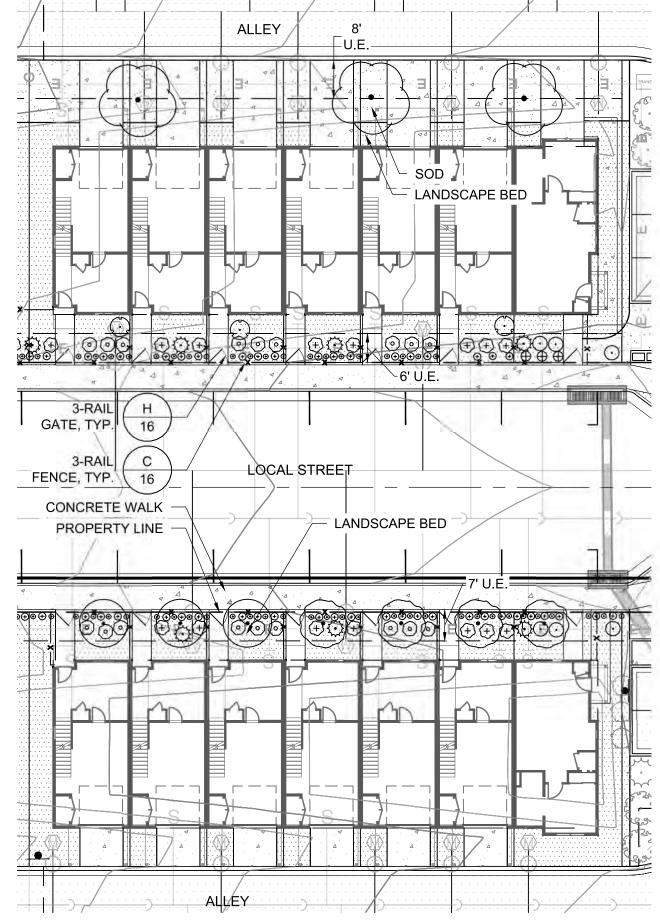
NOTES

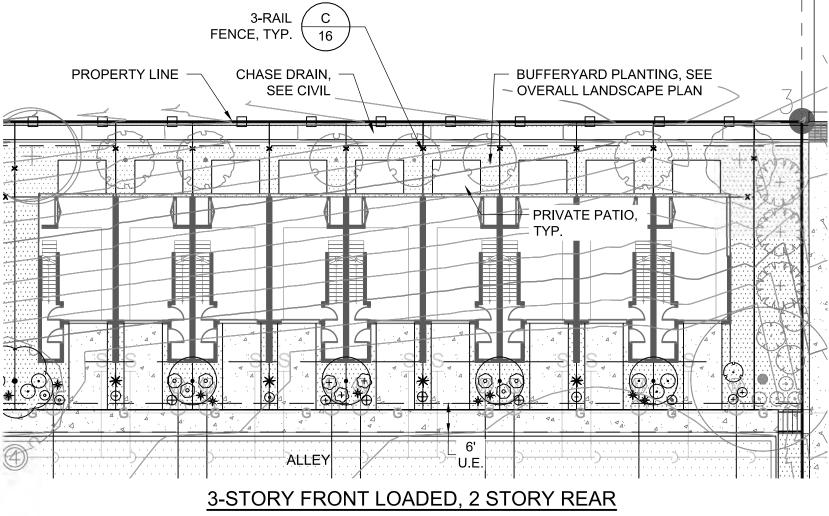
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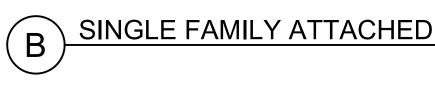
- 1. ON-LOT LANDSCAPING SHOWN IS ILLUSTRATIVE. SINGLE FAMILY DETACHED PRIVATE YARDS TO BE INSTALLED AND MAINTAINED BY THE HOMEOWNER.
- 2. LOTS MAY REQUIRE ADDITIONAL OR REDUCED PLANTING SUBJECT TO DRC APPROVAL.
- 3. ALTERNATIVE LANDSCAPE DESIGNS MAY BE APPROVED BY THE DRC.
- 4. PLANTINGS AND REPLACEMENT PLANTING SHALL NOT BE LIMITED TO WHAT IS SHOWN ON FDP PLANT LIST. IF ALTERNATE PLANT MATERIAL IS PREFERRED, THEY MUST BE ON THE COLORADO STATE EXTENSIONS RECOMMENDED PLANT LISTS. ALL REPLACEMENT PLANT MATERIAL SHALL BE XERIC, OF SIMILAR SHAPE AND SIZE AS THE PLANT IT IS REPLACING.
- 5. A PERMANENT, UNDERGROUND IRRIGATION IS REQUIRED IN ALL LANDSCAPE AREAS. TURF AREAS MUST BE ZONED SEPARATELY FROM BED AREAS.

SINGLE FAMILY DETACHED 2-STORY REAR LOADED	REQUIRED QUANTITIES BY LOT TYPE AND LOCATION
MATERIAL	TYPICAL LOT PER 30 LINEAR FEET OF FRONT YARD LOT FRONTAGE
TREE	1
SHRUBS OR ORNAMENTAL GRASSES	3

SINGLE FAMILY DETACHED 2-STORY REAR LOADED

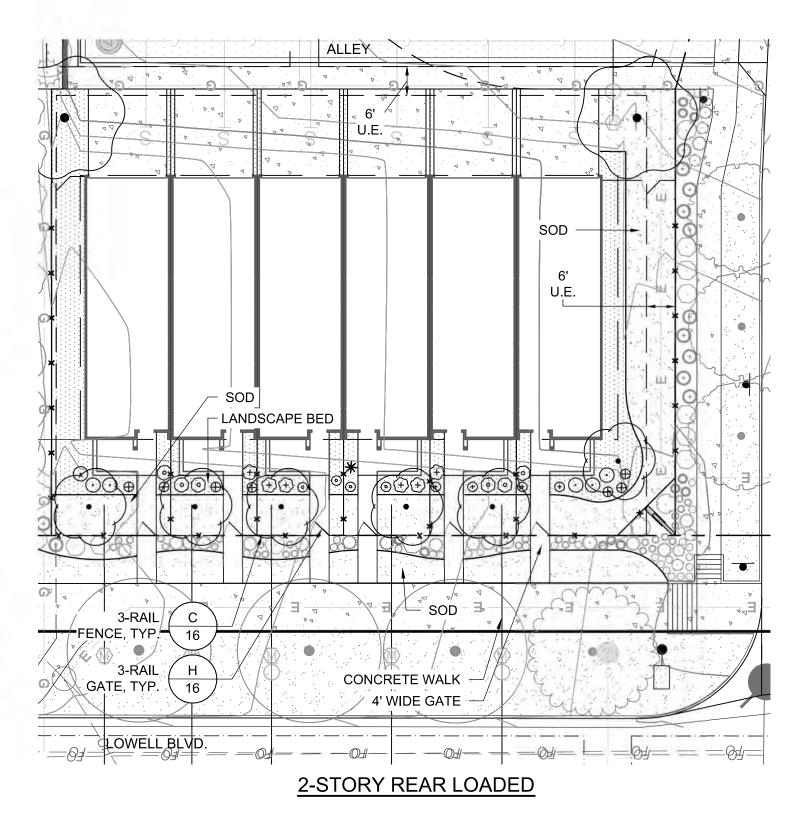






BERKLEY SHORES FINAL DEVELOPMENT PLAN (FDP) IN THE COUNTY OF ADAMS, STATE OF COLORADO

TYPICAL ON-LOT LANDSCAPE



NOTES

- 1. ON-LOT LANDSCAPING SHOWN IS ILLUSTRATIVE. BUILDER RESPONSIBLE FOR FINAL ON LOT LANDSCAPE DESIGN AND SHALL MEET PLANTING REQUIREMENTS.
- 2. SINGLE FAMILY ATTACHED PRIVATE YARDS TO BE INSTALLED BY THE BUILDER OR HOMEOWNER AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 3. LOTS MAY REQUIRE ADDITIONAL OR REDUCED PLANTING SUBJECT TO DRC APPROVAL.
- 4. ALTERNATIVE LANDSCAPE DESIGNS MAY BE APPROVED BY THE DRC.
- 5. PLANTINGS AND REPLACEMENT PLANTING SHALL NOT BE LIMITED TO WHAT IS SHOWN IN FDP PLANT LIST. IF ALTERNATE PLANT MATERIAL IS PREFERRED, THEY MUST BE ON COLORADO STATE EXTENSIONS RECOMMENDED PLANT LISTS. ALL REPLACEMENT PLANT MATERIAL SHALL BE XERIC AND OF SIMILAR SHAPE AND SIZE AS THE PLANT IT IS REPLACING.
- 6. A PERMANENT, UNDERGROUND IRRIGATION IS REQUIRED IN ALL LANDSCAPE AREAS. TURF AREAS MUST BE ZONED SEPARATELY FROM BED AREAS.

SINGLE FAMILY ATTACHED 2-STORY AND 3-STORY REAR LOADED	REQUIRED QUANTITIES BY LOT TYPE AND LOCATION
MATERIAL	TYPICAL LOT PER 40 LINEAR FEET OF FRONT YARD LOT FRONTAGE
ORNAMENTAL TREE	1
SHRUBS OR ORNAMENTAL GRASSES	3

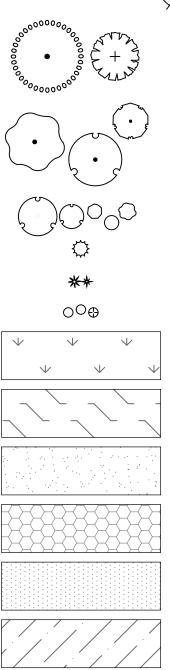
3-STORY REAR LOADED

LEGEND

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TRANS

____x__/`____x___

	PROPERTY LINE
	LOT LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE (SEE CIVIL)
	EXISTING FIBER OPTIC LINE (SEE CIVIL)
	EXISTING GAS LINE (SEE CIVIL)
	EXISTING OVERHEAD ELECTRIC LINE (SEE CIVIL)
	EXISTING SANITARY SEWER LINE (SEE CIVIL)
	EXISTING STORM SEWER LINE (SEE CIVIL)
	EXISTING TELEPHONE LINE (SEE CIVIL)
	EXISTING TELEVISION LINE (SEE CIVIL)
	EXISTING WATER LINE (SEE CIVIL)
	PROPOSED UNDERGROUND ELECTRIC LINE (SEE CIVIL)
	PROPOSED GAS LINE (SEE CIVIL)
	PROPOSED SANITARY SEWER LINE (SEE CIVIL)
	PROPOSED STORM SEWER LINE (SEE CIVIL)
	PROPOSED WATER LINE (SEE CIVIL)
	TRANSFORMER
	3-RAIL FENCE (DETAIL C, 16) W/ GATE (DETAIL H, 16)
-	CONCRETE WALK (SEE CIVIL)
	and a second
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Ϊ	کر ہے
S	DECIDUOUS TREES
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Ø a \Box ► LIGHT POLE

1. ALL ON-LOT PLANTING SHOWN ON THIS SHEET

CALCULATIONS SHOWN ON SHEET 9. 2. REFER TO SHEET 9 FOR LANDSCAPE

3. REFER TO SHEET 15 FOR FENCE LAYOUT

ARE EXCLUDED FROM THE MINIMUM PLANT

NOTES

SCHEDULE.

DIAGRAM AND NOTES.

EVERGREEN TREES

ORNAMENTAL TREES

DECIDUOUS SHRUBS EVERGREEN SHRUBS ORNAMENTAL GRASSES PERENNIALS

NATIVE SEED

ROCK MULCH

DETENTION BASIN SEED

SOD

DECOMPOSED GRANITE

WOOD MULCH (NO HATCH)

BENCH (DETAIL F, SHEET 17)

SIGN (SEE CIVIL)

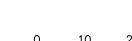
MAIL KIOSK (DETAIL G, SHEET 17)

LANDSCAPE EDGER (DETAIL B, SHEET 17)

LITTER RECEPTACLE (DETAIL I, SHEET 17)

DOG WATE STATION (DETAIL J, SHEET 17)

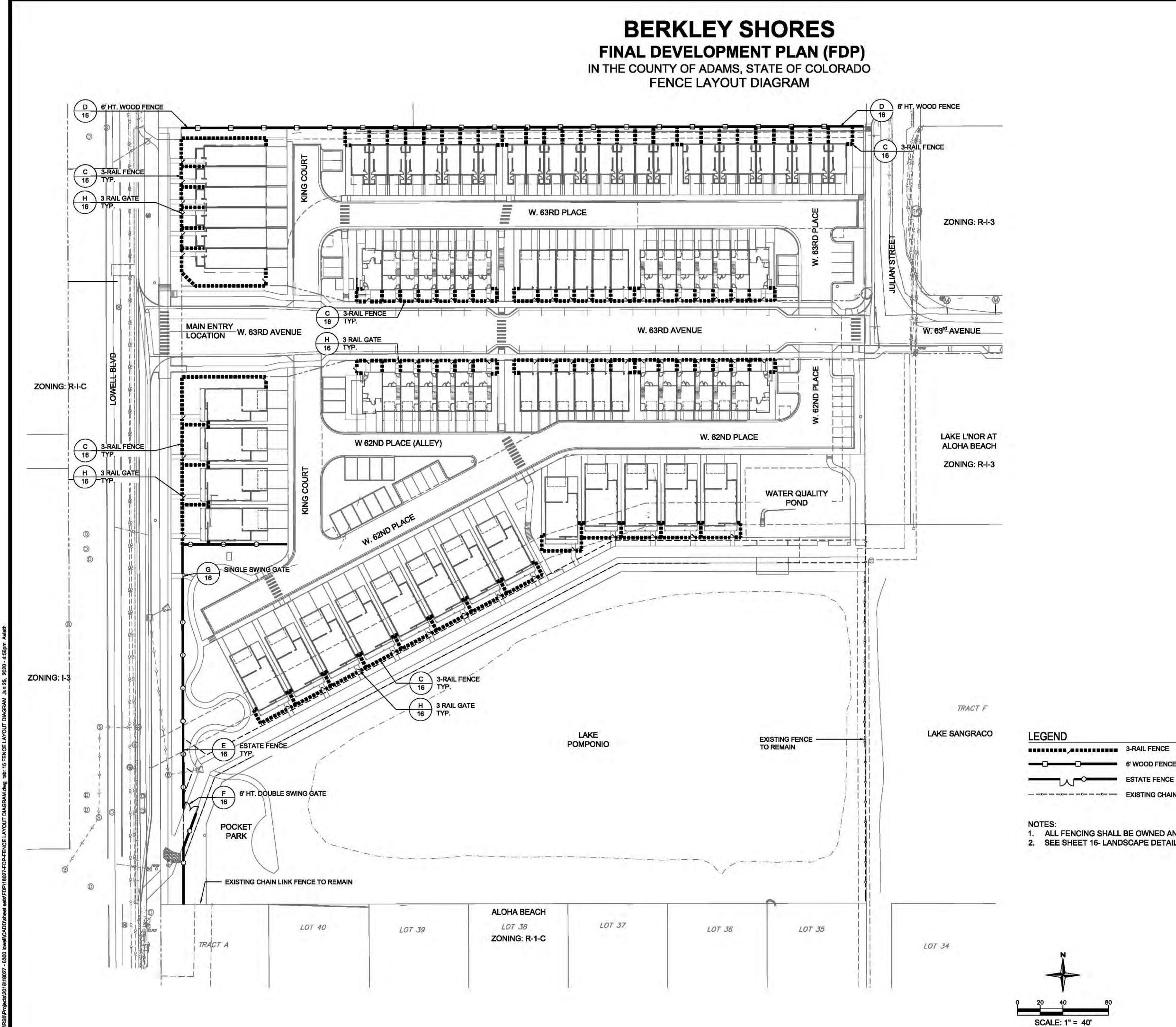
RAISED VEGETABLE BED (DETAIL A, SHEET 18)



SCALE: 1" = 20'

14

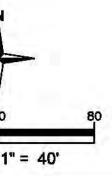
			ブー マリーマリノー リ	T WUEDE EDEAT DI AFFE DEPIN	WITERE UREAL FLAUES DEULN	720.283.6783 Office	1500 West Canal Court	REDLAND.COM	
		CHECKED SW	APPROVED	PROJECT NO. 18027		HURZ, SCALE HURIZ, SCALE	VERT. SCALE VERT. SCALE		
NO. NOTES	6 1	0 2 FDP-Second Submittal	04/21/2020 3 FDP-Third Submittal	0 4 FDP - Fourth Submittal	06/25/2020 5 FDP- First Submittal				
				06/15/2020 4	06/25/2020				

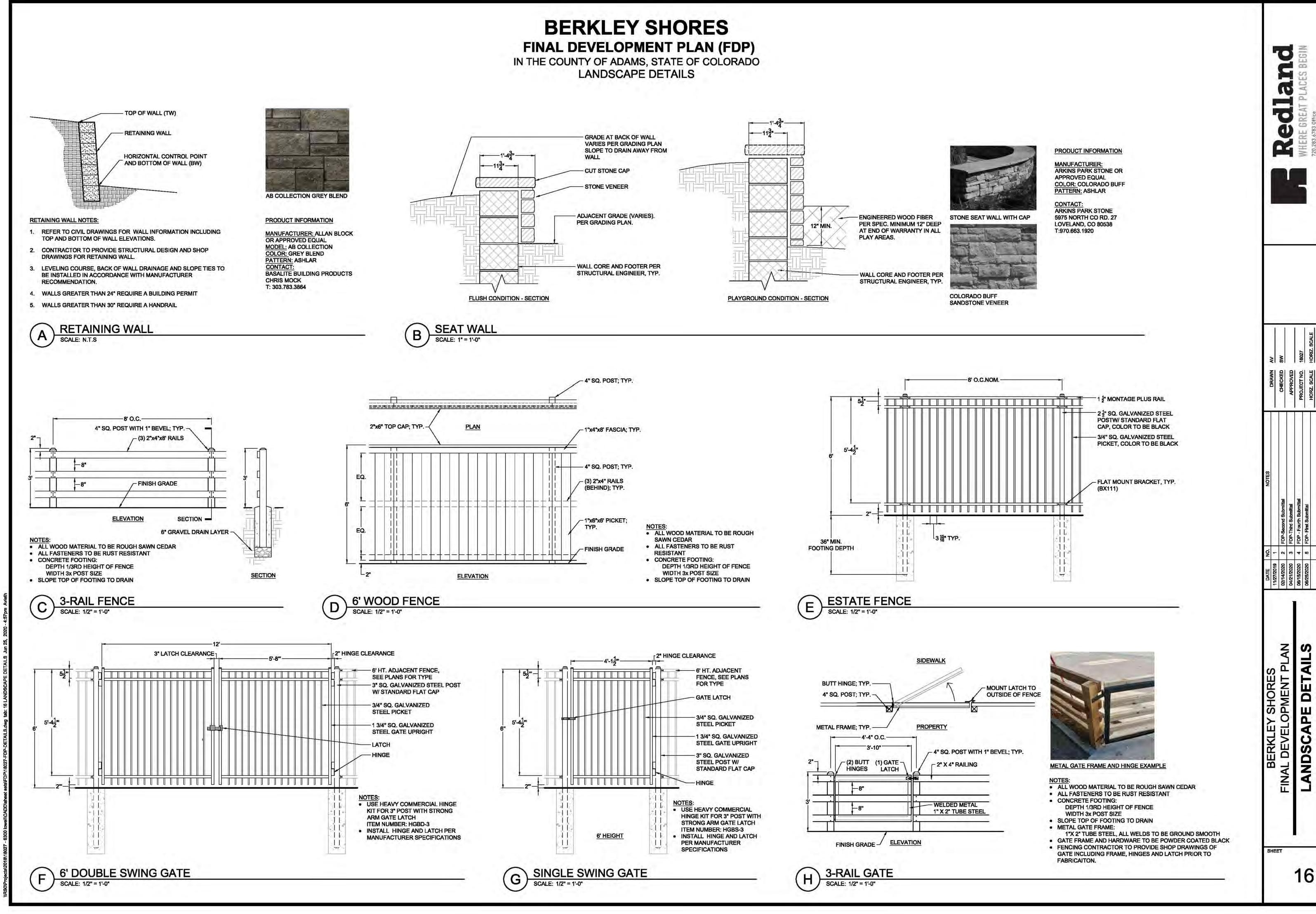


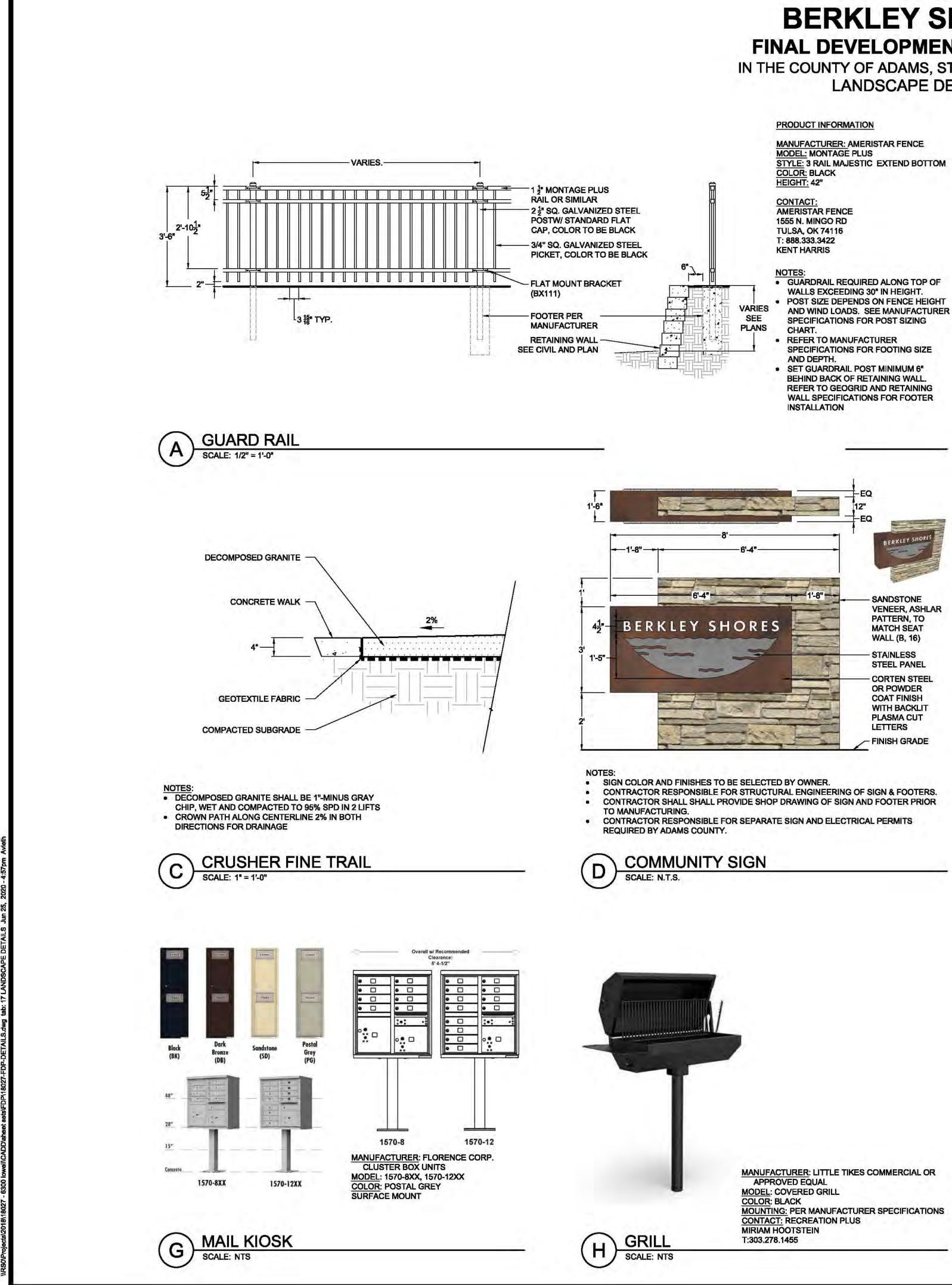
				NUEDE COEAT DI AFEC DECIM	WHENE UNEMI FLAGED PENIN	720.283.6783 Office	1500 West Canal Court	Littleton, Colorado 80120	HEDLAND.COM
	DRAWN AV	CHECKED SW	APPROVED	PROJECT NO. 18027		HUKZ. SCALE HORIZ. SCALE	VERT. SCALE VERT. SCALE		I
NOTES		02/14/2020 2 FDP-Second Submittal	3 FDP-Third Submittal	4 FDP - Fourth Submittal	06/25/2020 5 FDP- First Submittal				
DATE NO.	11/27/2019 1	02/14/2020 2	04/21/2020 3	06/15/2020 4	06/25/2020 5				
	DENNLET JUUNES	FINAL DEVELOPMENT PLAN			FENCE LAYOUT DIAGRAM				
S	HEE	т		1	5	5			

- 6' WOOD FENCE
 - ESTATE FENCE
- ------ EXISTING CHAIN LINK FENCE

1. ALL FENCING SHALL BE OWNED AND MAINTAINED BY THE METRO DISTRICT. 2. SEE SHEET 16- LANDSCAPE DETAILS FOR ALL FENCE DETAILS



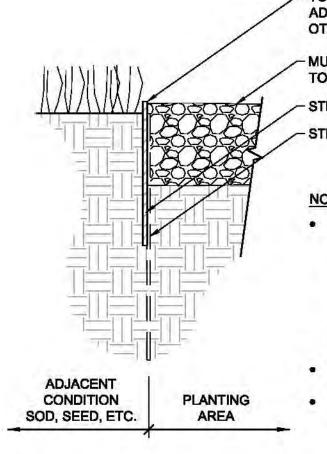




BERKLEY SHORES FINAL DEVELOPMENT PLAN (FDP)

IN THE COUNTY OF ADAMS, STATE OF COLORADO LANDSCAPE DETAILS

- POST SIZE DEPENDS ON FENCE HEIGHT AND WIND LOADS. SEE MANUFACTURER





TOP OF EDGER FLUSH WITH ADJACENT SIDEWALKS UNLESS OTHERWISE NOTED

- MULCH FLUSH WITH TOP OF EDGER

- STEEL EDGING

- STEEL STAKE

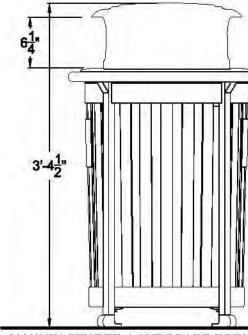
NOTES:

- HORIZONTAL ALIGNMENT: INSTALL STRAIGHT AND CURVED SECTIONS TRUE TO THE ALIGNMENTS AS INDICATED, FREE OF WAVES OR BENDS, USING STRINGS AS GUIDES. FOLLOW THE MARKED ALIGNMENTS AS PER THE SITE DRAWINGS. ALLOW THE LANDSCAPE ARCHITECT TO REVIEW THE LAYOUT.
- VERTICAL ALIGNMENT: INSTALL PARALLEL WITH THE FINISHED GRADE. REFER TO SPECIFICATIONS FOR EDGING
- SIZE, FINISH AND STAKE QUANTITY.

MANUFACTURER: LANDSCAPE FORMS MODEL: GRETCHEN PICNIC TABLE, NO UMBRELLA HOLE COLOR: BLACK SUPPORTS, IPE EXTERIOR WOOD MOUNTING: PER MANUFACTURER SPECIFICATIONS CONTACT: VIVIAN KOVACS T: 800.430.6206 X 1323







MANUFACTURER: LANDSCAPE FORMS, INC. MODEL: SCARBOROUGH LITTER, SIDE OPENING, VERTICAL STRAP, SINGLE USE, TWO STANDARD OPENINGS

COLOR: BLACK SURFACE MOUNT: (4) Ø7/16 MOUNTING HOLES. NON-CORROSIVE ANCHORING HARDWARE SUPPLIED BY OTHERS CONTACT:

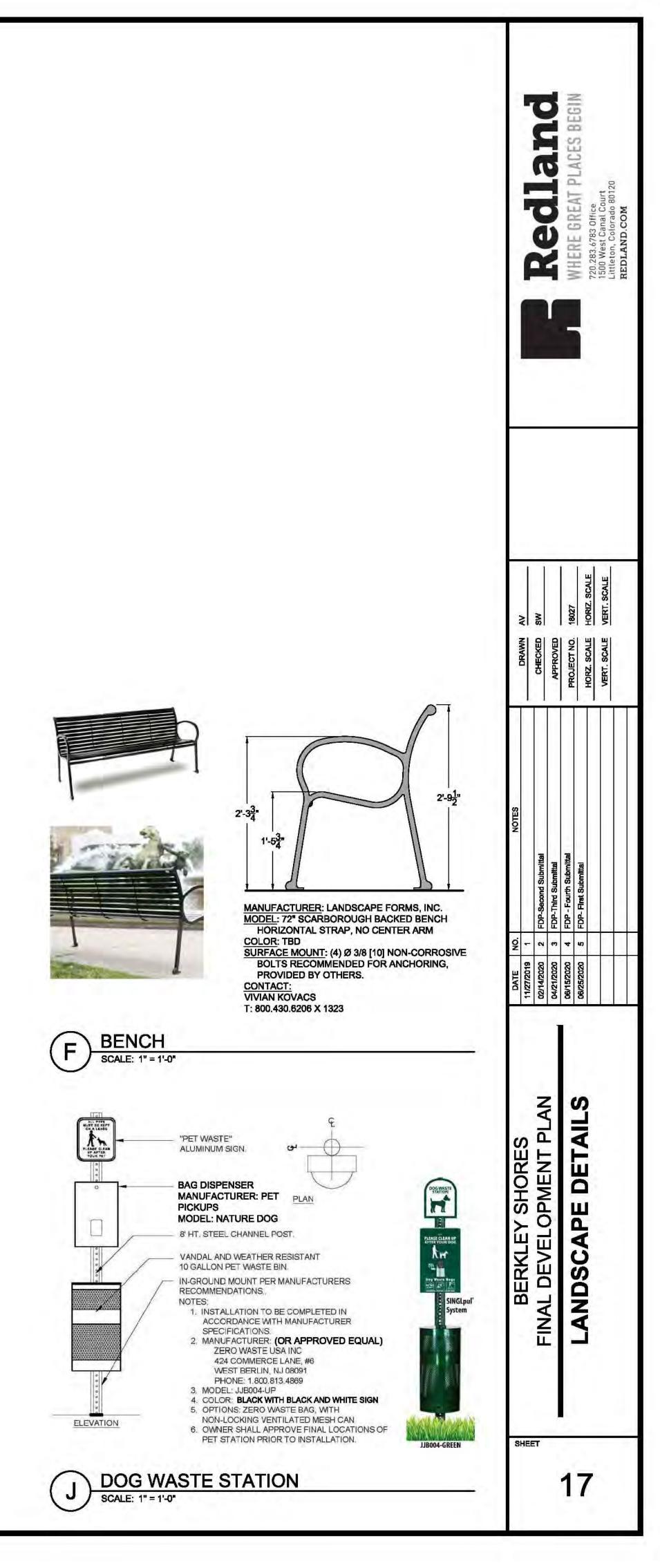
VIVIAN KOVACS T: 800.430.6206 X 1323

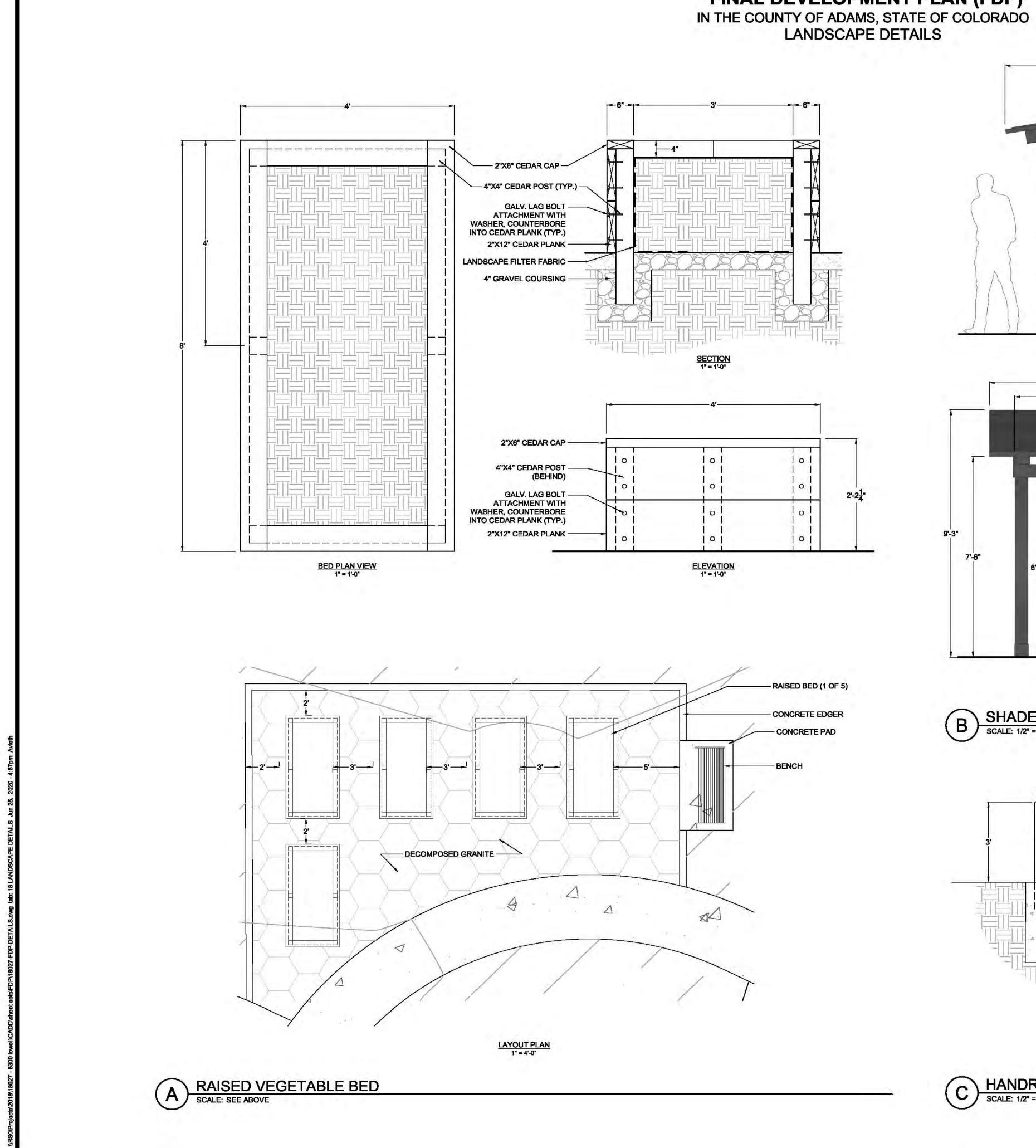




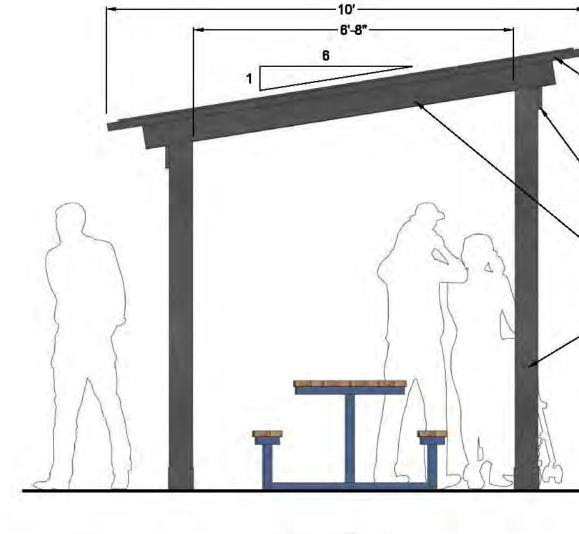
LITTER RECEPTACLE SCALE: NTS



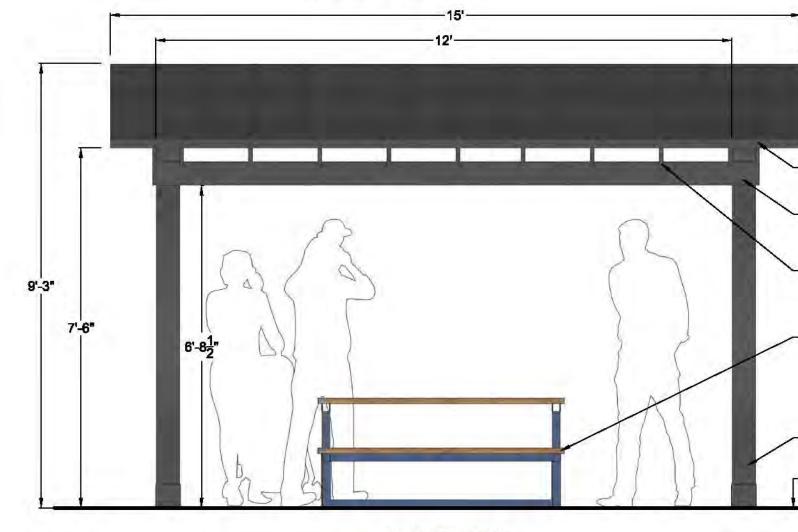




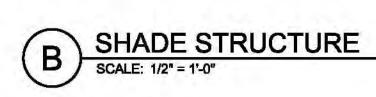


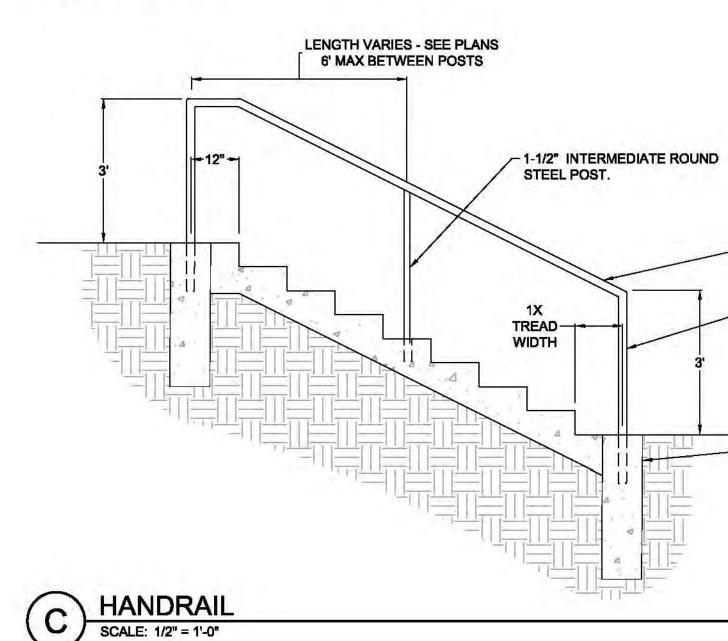


SIDE ELEVATION



FRONT ELEVATION





CORRUGATED METAL **ROOFING TO MATCH** ADJACENT ARCHITECTURE. COLOR TO BE BLACK

METAL RAFTER WITH BOLT ATTACHMENT, POWDER COAT FINISH TO BE BLACK

METAL PURLIN WITH HANGER ATTACHMENT, POWDER COAT FINISH TO BE BLACK

- 6"x 6" METAL POST, POWDER COAT FINISH TO BE BLACK. SURFACE MOUNT TO ADJACENT PAVING.



PERSPECTIVE

MANUFACTURER: ICON SHELTERS OR APPROVED EQUAL MODEL: MP10X15M-P2 ROOF: 24 GAUGE METAL RIB ROOF COLOR: TBD CONTACT: RECREATION PLUS MIRIAM HOOTSTEIN T:303.278.1455 - CORRUGATED METAL ROOFING TO MATCH ADJACENT ARCHITECTURE. COLOR TO BE BLACK

- METAL RAFTER WITH BOLT ATTACHMENT, POWDER COAT FINISH TO BE BLACK

- METAL PURLIN WITH HANGER ATTACHMENT, POWDER COAT FINISH TO BE BLACK

- GROUP SEATING, SEE LANDSCAPE PLANS FOR TYPE.

- 6"x 6" METAL POST, BLACK POWDER COAT FINISH SURFACE MOUNT. - FINISHED GRADE

NOTES: • SEE CIVIL PLANS FOR STAIR INFORMATION AND DETAILS.

CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR HANDRAIL PRIOR TO FABRICATION.

 CONTRACTOR SHALL GRIND ALL WELDS SMOOTH.

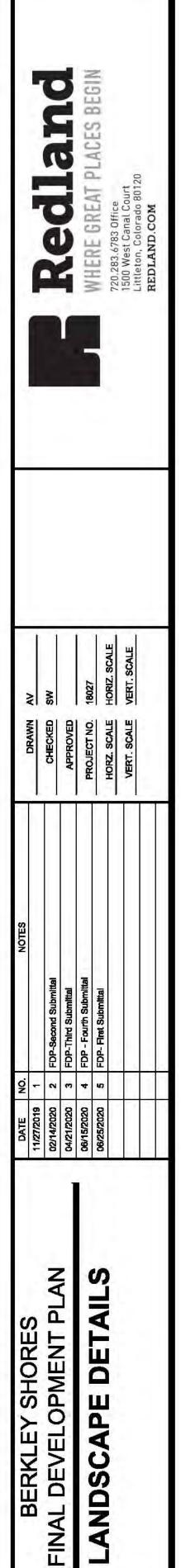
HANDRAIL SHALL MEET ADA GUIDELINES.

- 2" WELDED STEEL PIPE HANDRAIL. POWDER COAT FINISH, COLOR TO BE BLACK

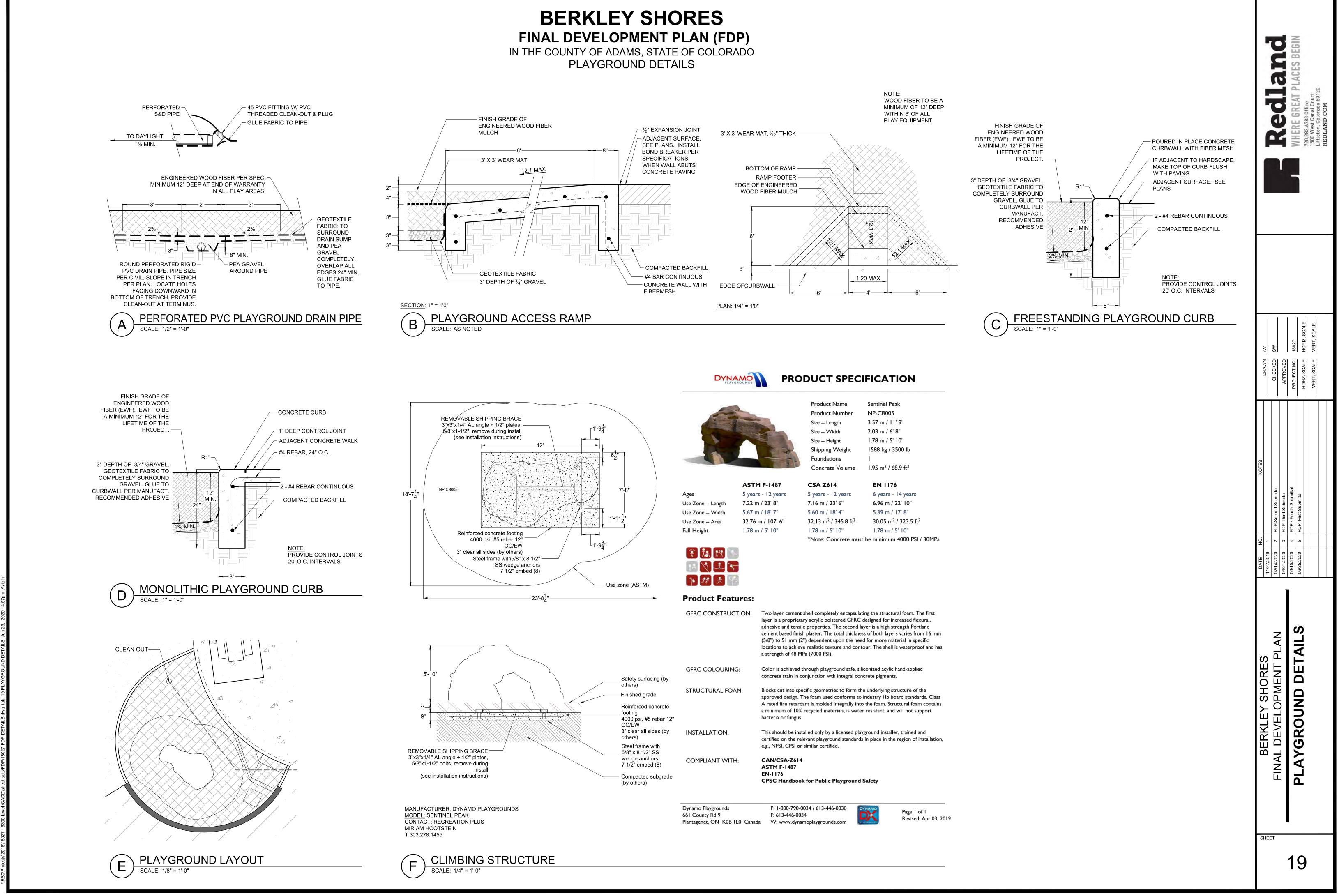
- 2" ROUND STEEL POST. POWDER COAT FINISH, COLOR TO BE BLACK

- FINISHED GRADE

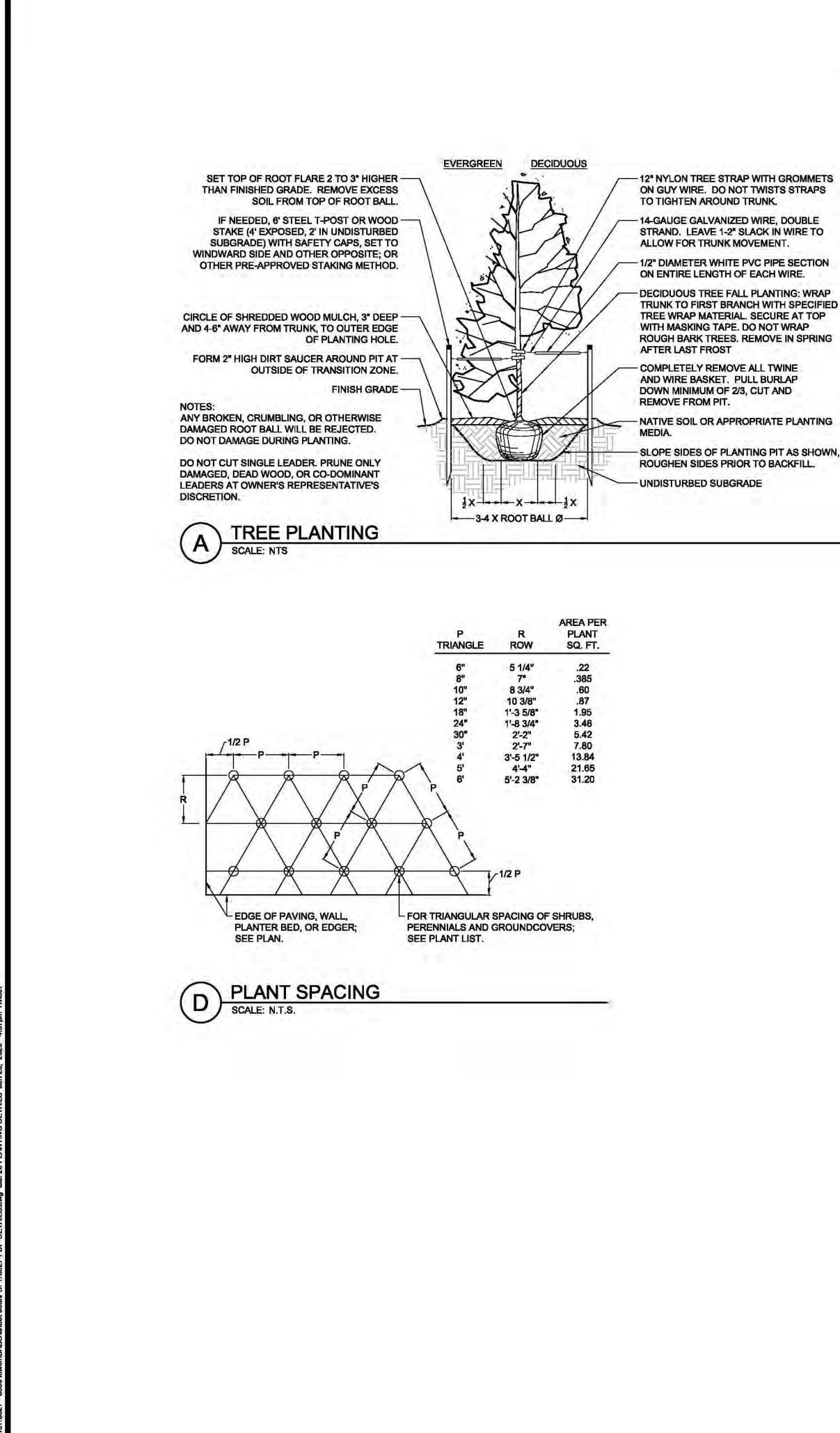
- CONCRETE FOOTING



SHEET



GFRC CONSTRUCTION:	Two layer cement shell completely encapsulating the structural foam. The filayer is a proprietary acrylic bolstered GFRC designed for increased flexura adhesive and tensile properties. The second layer is a high strength Portland cement based finish plaster. The total thickness of both layers varies from I (5/8") to 51 mm (2") dependent upon the need for more material in specific locations to achieve realistic texture and contour. The shell is waterproof a a strength of 48 MPa (7000 PSI).
GFRC COLOURING:	Color is achieved through playground safe, siliconized acylic hand-applied concrete stain in conjunction wth integral concrete pigments.
STRUCTURAL FOAM:	Blocks cut into specific geometries to form the underlying structure of the approved design. The foam used conforms to industry 11b board standards. A rated fire retardant is molded integrally into the foam. Structural foam co a minimum of 10% recycled materials, is water resistant, and will not suppor bacteria or fungus.
INSTALLATION:	This should be installed only by a licensed playground installer, trained and certified on the relevant playground standards in place in the region of insta e.g., NPSI, CPSI or similar certified.
COMPLIANT WITH:	CAN/CSA-Z614 ASTM F-1487 EN-1176 CPSC Handbook for Public Playground Safety
Dynamo Playgrounds 661 County Rd 9	P: 1-800-790-0034 / 613-446-0030 F: 613-446-0034



BERKLEY SHORES FINAL DEVELOPMENT PLAN (FDP) IN THE COUNTY OF ADAMS, STATE OF COLORADO

PLANTING DETAILS

DECIDUOUS TREE FALL PLANTING: WRAP TRUNK TO FIRST BRANCH WITH SPECIFIED ROUGH BARK TREES. REMOVE IN SPRING

SLOPE SIDES OF PLANTING PIT AS SHOWN,

ALIGN (2) POSTS OR STAKES PARALLEL W/ROAD OR WALKS

- EDGE OF WALK OR CURB

TREE GUYING OR THREE STAKE LAYOUT

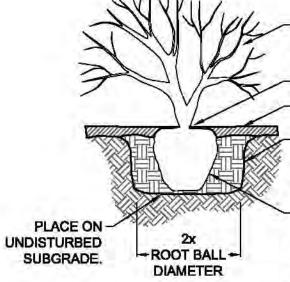
DIRECTION OF PREVAILING WIND ALIGN STAKES PARALLEL WITH DIRECTION OF PREVAILING WIND. ALL STAKES TO BE CONSISTENT ALIGNMENT.

- EDGE OF WALK OR CURB

TREE STAKING ALONG ROADS OR WALKS

TREE STAKING IN OPEN SPACES

0



- PLACE PLANT IN VERTICAL PLUMB POSITION - PRUNE BROKEN & DAMAGED BRANCHES

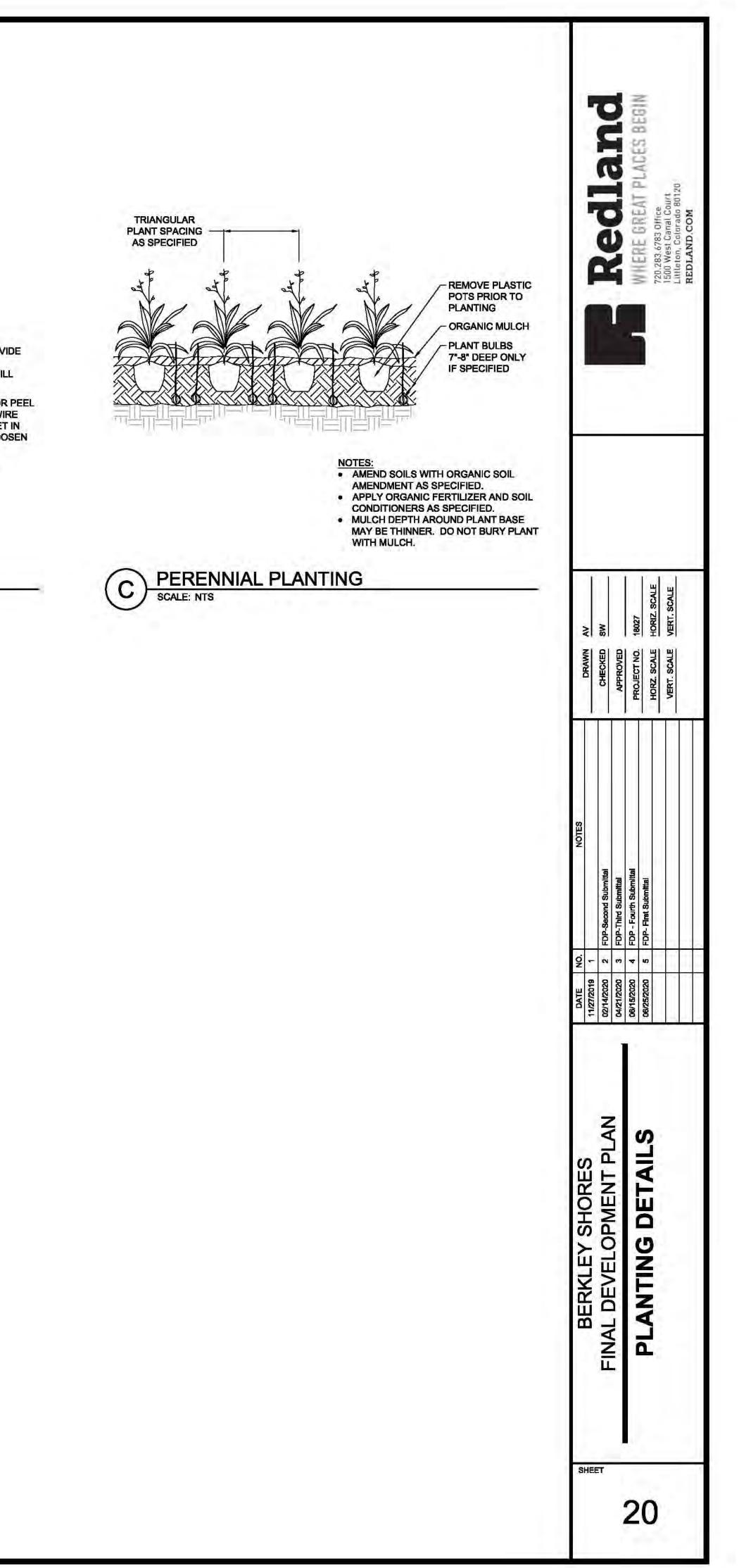
- SET SHRUB 1" ABOVE GRADE - 4" DEPTH MULCH

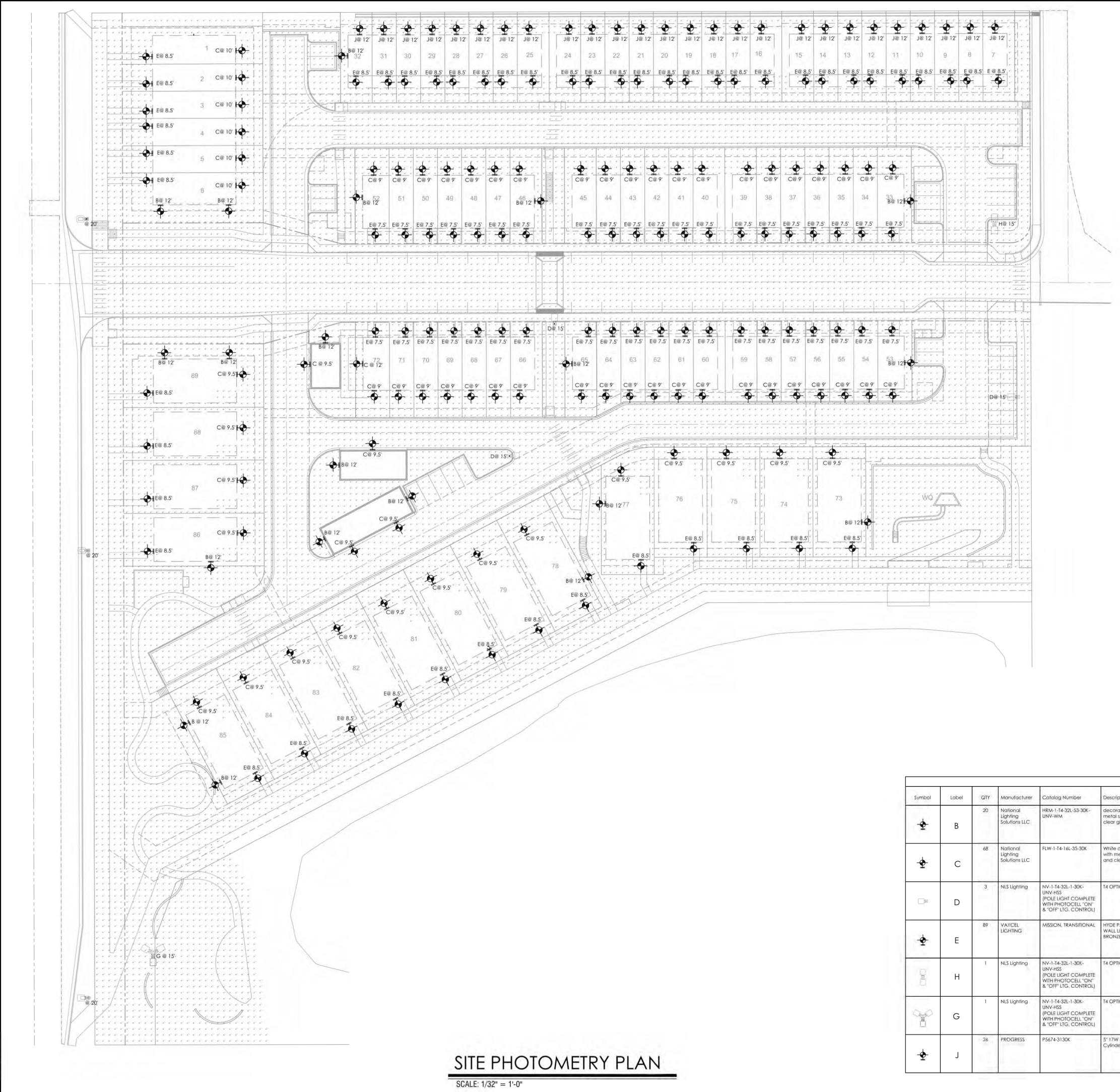
- ROUGHEN SIDES OF PLANT PIT - PROVIDE PREPARED BACKFILL - TAMP TO PREVENT SETTLEMENT. SOAK BACKFILL AFTER PLANTING.

REMOVE CONTAINER COMPLETELY OR PEEL BACK BURLAP AND REMOVE TWINE/WIRE FROM ROOTBALL AFTER SHRUB IS SET IN PIT. KEEP ROOT BALL INTACT AND LOOSEN ANY ROOT BOUND PLANTS.

NOTE: ANY BROKEN OR CRUMPLED ROOTBALL WILL BE REJECTED.

SHRUB PLANTING B SCALE: N.T.S.

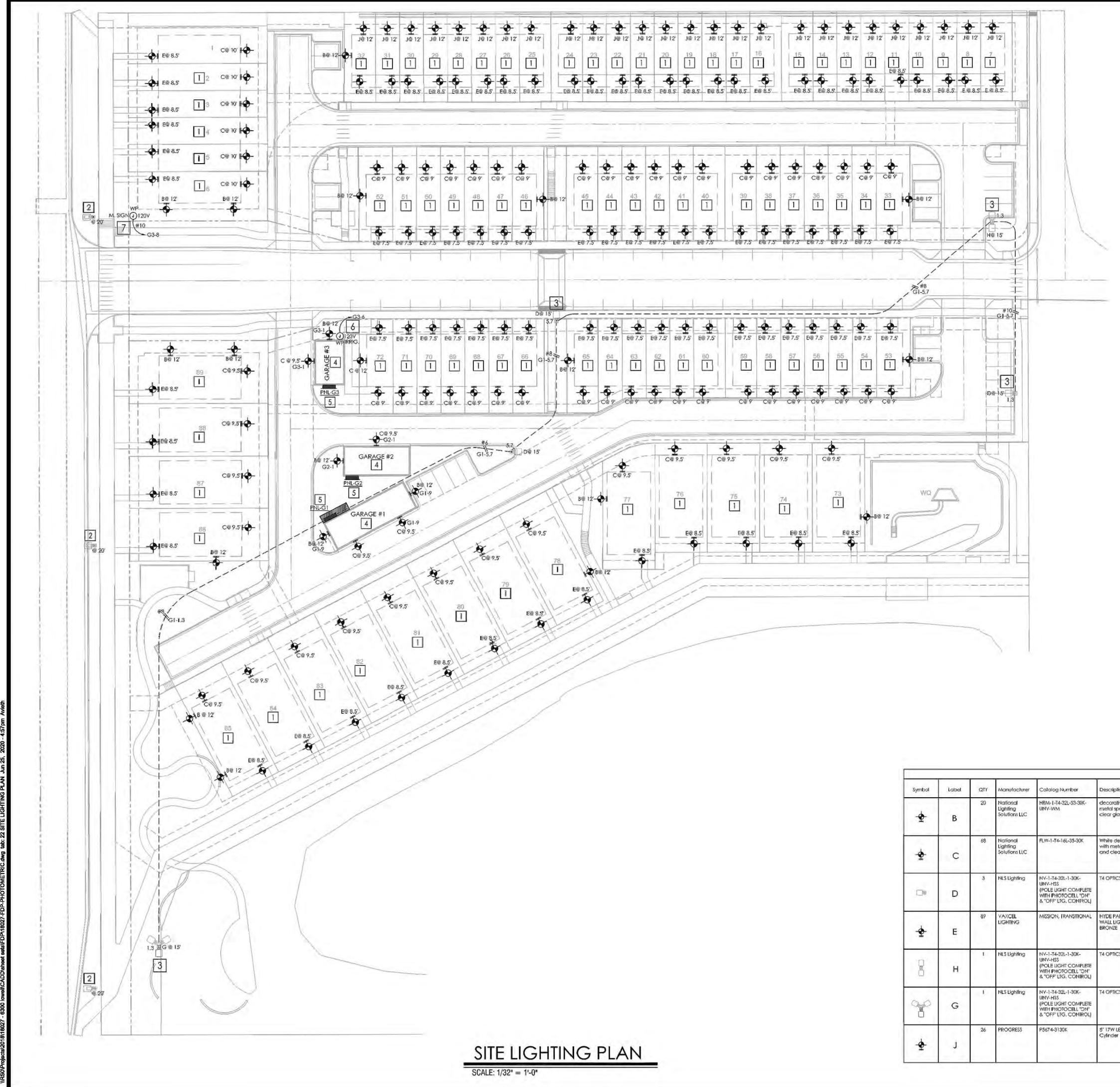




					LIGHTING	SCHEDULE							
Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens per Lamp	Lumen Multiplier	LLF	Wattage	Note
\$	В	20	National Lighfing Solutions LLC	HRM-1-T4-32L-53-30K- UNV-WM	decorative metal housing with metal specular reflector and clear glass lens	8. White LEDs	1	HRM-1-T4-32L- 53-30K.ies	4536	1	0.95	54	To be installed 10 Degrees Tilt
	С	68	National Lighting Solutions LLC	FLW-1-T4-16L-35-30K	White decorative metal housing with metal specular reflect or and clear glass lens	8 White LEDs	1	FLW-1-T4-16L- 35-30K.les	1512	1	0.95	18	To be installed 10 Degrees Tilt
E	D	3	NLS Lighting	NV-1-T4-32L-1-30K- UNV-HSS (POLE LIGHT COMPLETE WITH PHOTOCELL "ON" & "OFF" LTG. CONTROL)	T4 OPTICS WITH BLACK HSS		1	NV-T-T4-32L-T- 30K-HSS,IES	6574	1	0.95	106	
∳	E	89	VAXCEL LIGHTING	MISSION, TRANSITIONAL	HYDE PARK 5.25-IN OUTDOOR WALL LIGHT ESPRESSO BRONZE		1	\$29816_ PHOTOMETRIC. Tes	1755	1	0.95	15.6 Bulb	
()	н	1	NLS Lighting	NV-1-T4-32L-1-30K- UNV-HSS (POLE LIGHT COMPLETE WITH PHOTOCELL "ON" & "OFF" LTG, CONTROL)	T4 OPTICS WITH BLACK HSS		1	NV-1-T4-32L-1- 30K-HSSJES	6574	1	0.95	318	
	G	1	NLS Lighting	NV-1-T4-32L-1-30K- UNV-HSS (POLE LIGHT COMPLETE WITH PHOTOCELL "ON" & "OFF" LTG, CONTROL)	T4 OPTICS WITH BLACK HSS		1	NV-1-T4-32L-1 - 30K-HSS,IES	6574	1	0.95	212	
	J	26	PROGRESS	P5674-3130K	5" 17W LED Dawn-Light Cylinder	1- 3000K LED Module	1	PROG_P5674- 3130K_17.0276 5,ies	504	1	0.95	10	

	IG					NV S	SERIES		
							AREA LIGHT	TING	
FORM AND FUI Sleek, low profi Spec grade per Engineered for Low depreciation Reduces energ Exceeds IES for of poles and fix Optical system - Parking Lots - Auto Dealers - General Area CONSTRUCTIO Die Cast Alumin External cooling designed Corrosion resis One-piece silico electronics con One-piece Optio	e housing formance optimum therr on rate y consumption ot candle levels tures per proje designed for: hips Lighting N num g fins, Finite Ele- tant external hone gasket ens opartment	ement An ardware ures IP-6	ts up to 6 the leas nalysis (F 5 seal fo	EA)	LISTINGS		Above: NV-2 w Below: NV-1 w		
	one Micro Opti	c system	ensures	11-01				CONCERNING	
level seal arour Grade 2 Clear A FINISH 3-5 mils electro NLS' standard I protects agains WARRANTY Five-year limited w 350 milliamps 530 milliamps 700 milliamps 1050 milliamps	d each PCB nodized Optics static powder nigh-quality fini t and extreme	s Plate" si coat. ishes prev environm ers and LE 481 	tandard vent corr nental co EDs.	rosion anditions LE 34L	Certified to UL 1598 UL 8750 CSA C22.2 No. 250.0 DesignLights Consortiu DesignLights Consortiu IP65/ IP67 Rated 3G Vibration Rated per SG Vibration Rated per SG Vibration Rated per SC US LISTED SC US SC US	um Premiu			
 Grade 2 Clear A FINISH 3-5 mils electro NLS' standard I protects agains WARRANTY Five-year limited w 350 milliamps 300 milliamps 1050 milliamps 	d each PCB nodized Optics static powder nigh-quality fini t and extreme arranty for drive 16L 32L 18w - 28w - 36w 71w 56w 106w	s Plate" s coat. ishes prev environm ers and LE 481	tandard vent corr nental co EDs.	rosion anditions LE 34L	Certified to UL 1598 UL 8750 CSA C22.2 No. 250.0 DesignLights Consortiu DesignLights Consortiu IP65/ IP67 Rated 3G Vibration Rated per SG Vibration Rated per SG Vibration Rated per DESERVING LISTED	ANSI C136	5.31-2010		
 Grade 2 Clear A FINISH 3-5 mils electro NLS' standard I protects agains WARRANTY Five-year limited w 350 milliamps 330 milliamps 700 milliamps 	d each PCB nodized Optics static powder nigh-quality fini t and extreme arranty for drive 16L 32L 18w - 28w - 36w 71w 56w 106w	s Plate" s coat. ishes prev environm ers and LE 481 	tandard vent corr nental co EDs.	rosion anditions LE 34L	Certified to UL 1598 UL 8750 CSA C22.2 No. 250.0 DesignLights Consortiu DesignLights Consortiu IP65/ IP67 Rated 3G Vibration Rated per SG Vibration Rated per SG Vibration Rated per SC US LISTED SC US SC US	ANSI C136	5.31-2010		

. 3		DATE NO. NOTES		
= C		11/27/2019 1		
- 1	FINAL DEVELOPMENT PLAN	02/14/2020 2 FDP-Second Submittal	CHECKED SW	570 S V (70
		04/21/2020 3 FDP-Third Submittal	APPROVED) S. (EC
2		06/15/2020 4 FDP - Fourth Submittal	PROJECT NO. 18027	M
1	PHOTOMETRIC PLAN	06/25/2020 5 FDP- First Submittal		LLI 5, N 5.8(
	,			
			VERT. SCALE VERT. SCALE	NC LAI 89 0 (T 7 (F
				NE 117



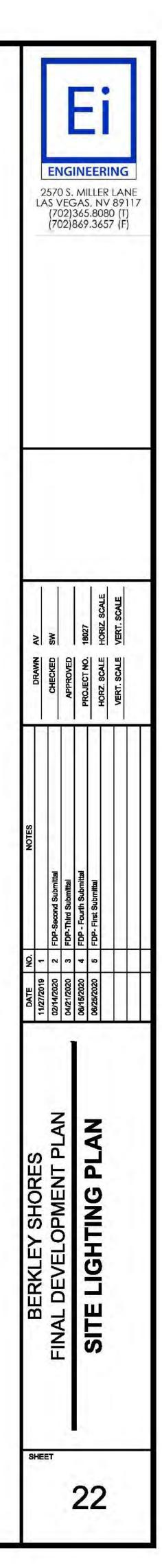
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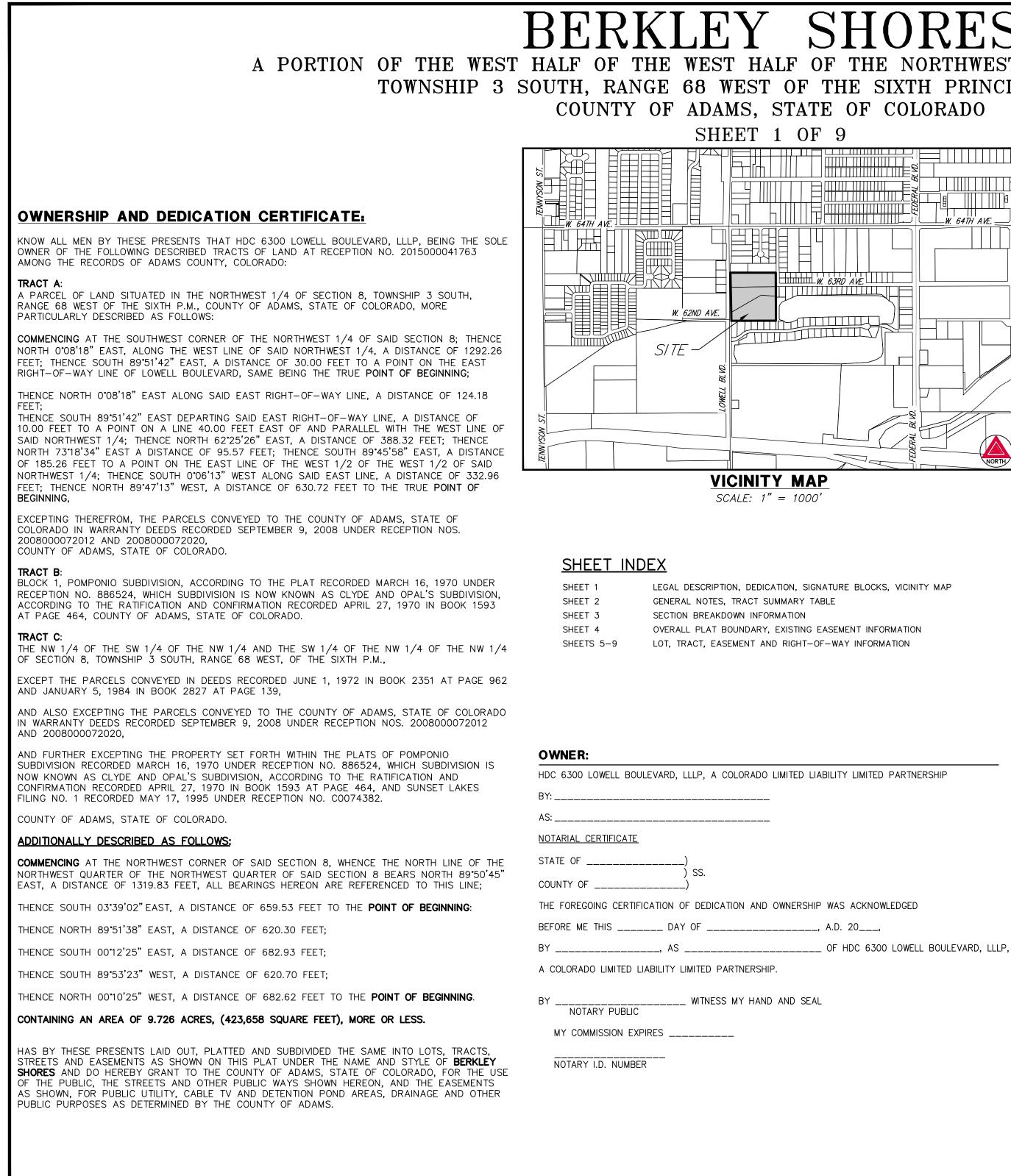
GENERAL PLAN NOTES

- 1. ALL WIRING SHALL BE IN APPROVED RACEWAY.
- 2. WIRE SIZE SHALL BE MINIMUM #10 AWG, THWN SOLID COPPER UNLESS OTHERWISE NOTED. INCREASE WIRE SIZE TO COMPENSATE FOR VOLTAGE DROP WHERE TOTAL LENGTH OF ANY BRANCH EXCEEDS 100 FEET.
- 3. WIRE SIZE SHALL NOT BE LESS THAN CORRESPONDING CIRCUIT BREAKER RATING AS REQUIRED BY CODE.
- 4. MAXIMUM NUMBER OF UNGROUNDED WIRES IN ANY CONDUIT SHALL BE THREE. ADDITIONAL WIRES ARE ACCEPTABLE IF WIRE SIZE IS INCREASED TO ALLOW FOR DERATING PER CODE. PROVIDE ADDITIONAL WIRES FOR SWITCHING AS REQUIRED.
- 5. CONDUIT SHALL BE SIZED IN ACCORDANCE WITH THE (NEC) NATIONAL ELECTRIC CODE.
- 6. PROVIDE MINIMUM 1" CONDUIT SIZE FOR UNDERGROUND WIRING INSTALLATION.
- 7. MOUNTING HEIGHT OF ALL EXTERIOR WALL SCONCE SHALL BE VERIFIED AND COORDINATED PRIOR TO BEGINNING OF WORK OR AS DIRECTED BY OWNER/DEVELOPER.
- 8. ALL EXTERIOR LIGHTING SHALL BE FULLY SHIELDED WITH AN OUTPUT OF 4050 LUMENS OR LESS, TO COMPLY WITH THE COUNTY OUTDOOR LIGHTING REGULATIONS.

KEYED PLAN NOTES

- EXTERIOR LIGHTING FIXTURE SHALL BE CONNECTED TO RESPECTIVE UNIT PANEL CIRCUIT #1, AND TO BE CONTROLLED BY PHOTOCELL "ON" & "OFF". REFER TO UNIT PLAN FOR UNIT PANEL LOCATION.
- 2 EXISTING CITY STREET LIGHTING FIXTURE TO REMAIN AS INSTALLED.
- 3 POLE LIGHTING FIXTURE COMPLETE WITH PHOTOCELL "ON" & "OFF" LIGHTING CONTROL.
- 4 GARAGE EXTERIOR LIGHTING FIXTURE SHALL BE CONNECTED TO RESPECTIVE GARAGE PANEL AND TO BE CONTROLLED BY PHOTOCELL "ON" & "OFF", CIRCUIT AS INDICATED.
- 5 REFER TO SHEET #ES0.3 FOR MORE INFORMATION.
- 6 120V POWER FOR IRRIGATION CONTROLLER, EXACT LOCATION TO BE CONFIRM ON SITE.
- 7 120V POWER FOR MONUMENT SIGN, EXACT LOCATION TO BE CONFIRM ON SITE.





CILODEC			CASE NO: PRC2019-00019
SHORES	l		
OF THE NORTHWEST	' QUARTER OF SEC	CTION 8,	
F THE SIXTH PRINCI	PAL MERIDIAN,		
ATE OF COLORADO			
OF 9	SURVEYOR'S CERTIFIC	<u>ATE:</u>	
	I, SHAUN D. LEE, A DULY LICENSED OF COLORADO DO HEREBY CERTIFY OR OTHER EASEMENTS IN EVIDENCE BEFORE DESCRIBED PROPERTY EXCEP HAVE PERFORMED THE SURVEY SHOW DIRECT RESPONSIBILITY AND SUPERV SURVEY, AND THAT ALL MONUMENTS	THAT THERE ARE NO ROADS, PIF OR KNOWN BY ME TO EXIST ON PT AS SHOWN ON THIS PLAT. I F WN HEREON, OR SUCH SURVEY V ISION, THAT THIS PLAT ACCURAT EXIST AS SHOWN HEREIN.	PELINES, IRRIGATION DITCHES, OR ACROSS THE HEREIN FURTHER CERTIFY THAT I VAS PREPARED UNDER MY TELY REPRESENTS SAID
			UE W
	SHAUN D. LEE COLORADO LICENSED PROFESSIONAL FOR AND ON BEHALF OF AZTEC CON 300 E. MINERAL AVENUE, SUITE 1 LITTLETON, CO. 80122 (303) 713–1898	LAND SURVEYOR, P.L.S. 38158 ISULTANTS, INC.	FOR REVIEW
	NOTICE: ACCORDING TO COLORADO ANY DEFECT IN THIS SURVEY WITHIN NO EVENT, MAY ANY ACTION BASED THAN TEN YEARS FROM THE DATE C	THREE YEARS AFTER YOU FIRST UPON ANY DEFECT IN THIS SUR	T DISCOVER SUCH DEFECT. IN RVEY BE COMMENCED MORE
LEDERAL BLUD.	NOTICE: PER THE STATE OF COLO ENGINEERS, AND PROFESSIONAL LAND HEREON MEANS AN EXPRESSION OF WARRANTY OR GUARANTEE, EXPRESS PERFORMED BY ME OR UNDER MY DI STANDARDS OF PRACTICE AND IS BA	PROFESSIONAL OPINION AND DOI ED OR IMPLIED. THE SURVEY RE RECT SUPERVISION IN ACCORDAI	WORD "CERTIFY" AS USED ES NOT CONSTITUTE A PRESENTED HEREON HAS BEEN NCE WITH APPLICABLE
		·····	
000'	ACCEPTANCE CERTIFIC		
	THE DEDICATION OF THE TRACTS A,	B, C, D, E, I, J, K, L, M, N, O,	
	HEREON ARE HEREBY ACCEPTED FOR METROPOLITAN DISTRICT.	OWNERSHIP AND MAINTENANCE	BY THE BERKLEY SHORES
SIGNATURE BLOCKS, VICINITY MAP	BY: PRESIDENT		
Y TABLE DN	STATE OF)		
ING EASEMENT INFORMATION)SS COUNTY OF)		
HT-OF-WAY INFORMATION	ACKNOWLEDGED BEFORE ME THIS	DAY OF	, 2019
	BY	AS PRESIDENT OF BEF	RKLEY SHORES
	METROPOLITAN DISTRICT		
	BY NOTARY PUBLIC	WITNESS MY HAND AND SEAL	
	MY COMMISSION EXPIRES		
D LIABILITY LIMITED PARTNERSHIP			
	NOTARY I.D. NUMBER		
	BOARD OF COUNTY CO	MMISSIONERS APPR	DVAL:
	APPROVED BY THE ADAMS COUNTY I	BOARD OF COMMISSIONERS THIS	DAY OF
	A.D., 20	·	
	CHAIR		

HILL W. 63RD AVE.L

CLERK AND RECORDER'S CERTIFICATE:

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, AT _____M. ON THE _____ DAY OF _____ A.D., 20____. RECEPTION NO.

COUNTY CLERK AND RECORDER

BY: DEPUTY

> DATE OF 01-16-2019 ► 300 East Mineral Ave., Suite PREPARATION: Littleton, Colorado 80122 A Phone: (303) 713-1898 N/A SCALE: CONSULTANTS, INC. Fax: (303) 713-1897 SHEET 1 OF 9 AzTec Proj. No.: 54818-50 BAM

GENERAL NOTES:

- BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHWEST CORNER BY A 1" AXLE IN A RANGE BOX AND AT THE WEST 1/16 CORNER OF SECTION 5 - SECTION 8 BY A NO. 5 REBAR WITH A 2" ALUMINUM CAP STAMPED "PLS 14112 (2004)", ASSUMED TO BEAR NORTH 89*50'45" EAST.
- 2. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS.
- 3. ANY PERSON WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY PUBLIC LAND SURVEY MONUMENT, AS DEFINED BY SECTION 38-53-103 (18), C.R.S., OR CONTROL CORNER, AS DEFINED IN SECTION 38-53-103 (6), C.R.S., OR A RESTORATION OF ANY SUCH MONUMENT OR WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY BEARING TREE KNOWING SUCH IS A BEARING TREE OR OTHER ACCESSORY, AS DEFINED BY SECTION 38-53-103 (1) C.R.S., EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT OR ACCESSORY IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT OR ACCESSORY REMOVED AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S.
- 4. AZTEC CONSULTANTS, INC. HAS RELIED UPON THE PROPERTY INFORMATION BINDER ORDER NO. ABC70590327.1 PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY DATED JUNE 04, 2020 AT 5:00 P.M., FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHTS-OF-WAY ACROSS THESE PREMISES. THIS SURVEY AND PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR APPLICABLE EASEMENTS AND RIGHTS-OF-WAY.
- 5. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- 6. A PORTION OF THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN ZONE AE, BASE FLOOD ELEVATIONS DETERMINED, THE REMAINDER OF THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP INDEX NO. 08001C0591H, MAP REVISED MARCH 5, 2007, DETERMINATION OF FLOOD ZONE CLASSIFICATION IS DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY.
- 7. ALL PRIVATE RIGHT-OF-WAY TRACTS ARE SUBJECT TO PUBLIC ACCESS AND UTILITY EASEMENTS, ALL REMAINING TRACTS ARE SUBJECT TO UTILITY EASEMENTS ONLY.
- ALL INTERNAL ROADS AND DRAINAGE FACILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH STREET CONSTRUCTION 8. PLANS, PAVEMENT DESIGN, GRADING AND EROSION CONTROL PLAN, AND A FINAL DRAINAGE PLAN SUBMITTED TO AND APPROVED BY ADAMS COUNTY.
- 9. NOTICE IS HEREBY GIVEN THAT THIS SUBDIVISION MAY BE SUBJECT TO A RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. ADAMS COUNTY IS NOT RESPONSIBLE FOR ENFORCEMENT OF THESE RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS THAT MAY BE FILED AGAINST THE SUBDIVISION PLAT.
- 10. THIS PLAN HAS BEEN APPROVED BY ADAMS COUNTY AND CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. 24-68-101, ET SEQ., AS AMENDED, AND THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS.
- 11. UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.
- 12. THE ROAD MAINTENANCE PLAN FOR THE PRIVATE ROADS IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NUMBER
- 13. THE CONSTRUCTION AND MAINTENANCE OF A PRIVATE ROAD WITHIN TRACT D AND TRACT N IS THE FULL AND COMPLETE RESPONSIBILITY OF THE PROPERTY OWNER(S) OF THE SUBDIVISION, IN PERPETUITY, ADAMS COUNTY ASSUMES NO RESPONSIBILITY OR LIABILITY REGARDING THÉ PRIVATE ROADS AND WILL NOT PERFORM MAINTENANCE OPERATIONS INCLUDING SNOW REMOVAL.
- 14. THE KERSHAW DITCH COMPANY HAS ABANDONED ALL RIGHT OF WAY FOR THE KERSHAW DITCH LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF LOWELL BOULEVARD, AND NO LONGER UTILIZES THE SAME FOR ANY PURPOSE WHATSOEVER. THE KERSHAW DITCH COMPANY HAS NO OBJECTION TO ANY LANDOWNER FILLING IN THE ABANDONED KERSHAW DITCH IN THE ABOVE LOCATION. THE RIGHTS HEREIN RELINQUISHED INCLUDE ANY AND ALL RIGHTS WHICH THE KERSHAW DITCH COMPANY HAVE OR MAY HAVE HAD TO RUN IRRIGATION WATERS OR TAIL WATERS IN OR THROUGH SAID DITCH AND ALL RIGHTS OF ANY NATURE WHATSOEVER WHICH THE SAID KERSHAW DITCH COMPANY MAY IN THE PAST HAVE ENJOYED IN OR TO SAID DITCH AND ANY EASEMENT ASSOCIATED THEREWITH AS RECORDED AT RECEPTION NO. 2020000039934.
- 15. THE MANHART DITCH COMPANY, IN RETURN FOR THE DEEDED EASEMENT RECORDED AT RECEPTION NO. 2020000039932 AND THE RELOCATION AND RECONSTRUCTION OF THE MANHART DITCH WITHIN THE NEWLY GRANTED EASEMENT. HAS ABANDONED ALL OTHER RIGHT OF WAY LYING EAST OF THE PROPOSED RIGHT-OF-WAY LINE OF LOWELL BOULEVARD. FOLLOWING THE RELOCATION AND RECONSTRUCTION OF THE MANHART DITCH WITHIN THE NEWLEY GRANTED EASEMENT THE MANHART DITCH COMPANY HAS NO OBJECTION TO ANY LANDOWNER FILLING IN THE MANHART DITCH IN THE PORTIONS ABANDONED.
- 16. LOTS G1-G12 ARE RESERVED FOR GARAGE UNITS. GARAGE UNITS G-1 THROUGH G-12 MAY BE SOLD SEPARATELY.
- 17. MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY AGREEMENT WITH THE COUNTY. UPON TRANSFER OF SAID DRAINAGE FACILITIES TO THE BERKLEY SHORES METROPOLITAN DISTRICT OR ANOTHER GOVERNMENTAL BODY, THE DISTRICT OR OTHER GOVERNMENTAL BODY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID DRAINAGE FACILITIES. SHOULD THE OWNER OF SAID FACILITIES FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE.
- 18. A NON-EXCLUSIVE EASEMENT OVER THAT PORTION OF TRACT A WHERE SAID DRAINAGE FACILITIES AND A BODY OF WATER DO EXIST; ALONG WITH SO MUCH OF THE SHORELINE ADJOINING SAID BODY OF WATER AS SHALL BE REASONABLY NECESSARY IS HEREBY GRANTED AND DEDICATED TO ADAMS COUNTY FOR THE PURPOSE OF ACCESS TO, AND INSPECTION, MAINTENANCE, OPERATION, REPAIR AND REPLACEMENT OF, DRAINAGE FACILITIES IMPROVEMENTS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS OF SAID DRAINAGE FACILITIES IMPROVEMENTS.

CASE NO: PRC2019-00019

BERKLEY SHORES A PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO SHEET 2 OF 9

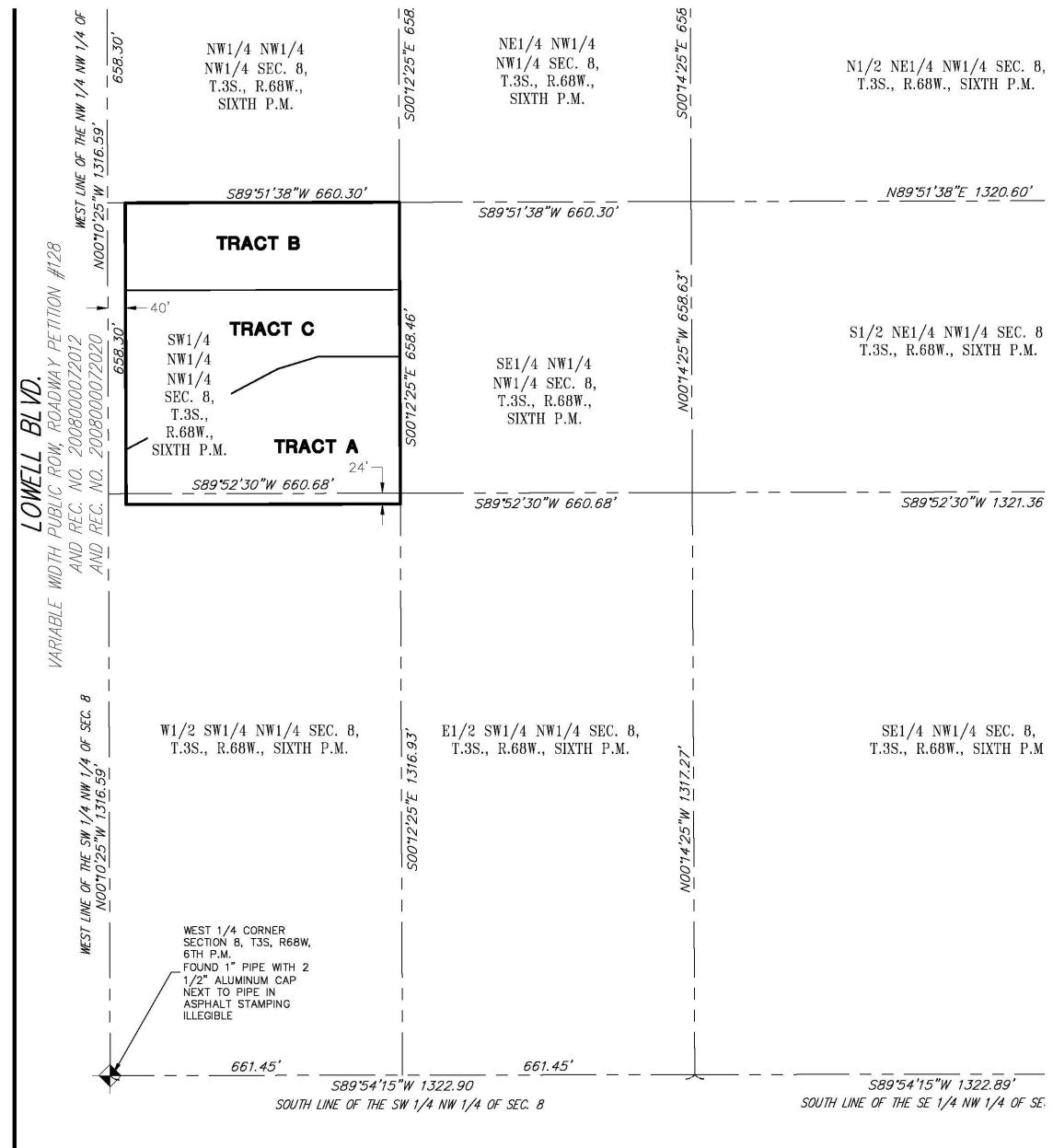
	TRACT SUMMARY CHART				
TRACT	AREA (SF)	AREA (AC)	USE	OWNED BY	MAINTAINED BY
TRACT A	134,178	3.080	OPEN SPACE AND STORM DRAINAGE	METRO. DISTRICT	METRO. DISTRICT
TRACT B	33,977	0.780	PEDESTRIAN ACCESS, UTILITIES AND LANDSCAPING	METRO. DISTRICT	METRO. DISTRICT
TRACT C	7,035	0.162	STORM DRAINAGE AND WATER QUALITY	METRO. DISTRICT	METRO. DISTRICT
TRACT D	31,829	0.731	ACCESS AND UTILITIES	METRO. DISTRICT	METRO. DISTRICT
TRACT E	2,661	0.061	LANDSCAPING	METRO. DISTRICT	METRO. DISTRICT
TRACT F			NOT USED		
TRACT G			NOT USED		
TRACT H			NOT USED		
TRACT I	1,135	0.026	LANDSCAPING	METRO. DISTRICT	METRO. DISTRICT
TRACT J	945	0.022	PEDESTRIAN ACCESS AND LANDSCAPING	METRO. DISTRICT	METRO. DISTRICT
TRACT K	648	0.015	LANDSCAPING	METRO. DISTRICT	METRO. DISTRICT
TRACT L	679	0.016	LANDSCAPING	METRO. DISTRICT	METRO. DISTRICT
TRACT M	1,777	0.041	LANDSCAPING	METRO. DISTRICT	METRO. DISTRICT
TRACT N	22,056	0.506	ACCESS AND UTILITIES	METRO. DISTRICT	METRO. DISTRICT
TRACT O	945	0.022	PEDESTRIAN ACCESS AND LANDSCAPING	METRO. DISTRICT	METRO. DISTRICT
TRACT P	1,435	0.033	LANDSCAPING	METRO. DISTRICT	METRO. DISTRICT
TRACT Q	1,349	0.031	LANDSCAPING	METRO. DISTRICT	METRO. DISTRICT
TRACT R	840	0.019	LANDSCAPING	METRO. DISTRICT	METRO. DISTRICT
TOTAL	241,489	5.545	METRO. DISTRICT = BER	KLEY SHORES METR	OPOLITAN DISTRICT

=OR REVIEW.

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC



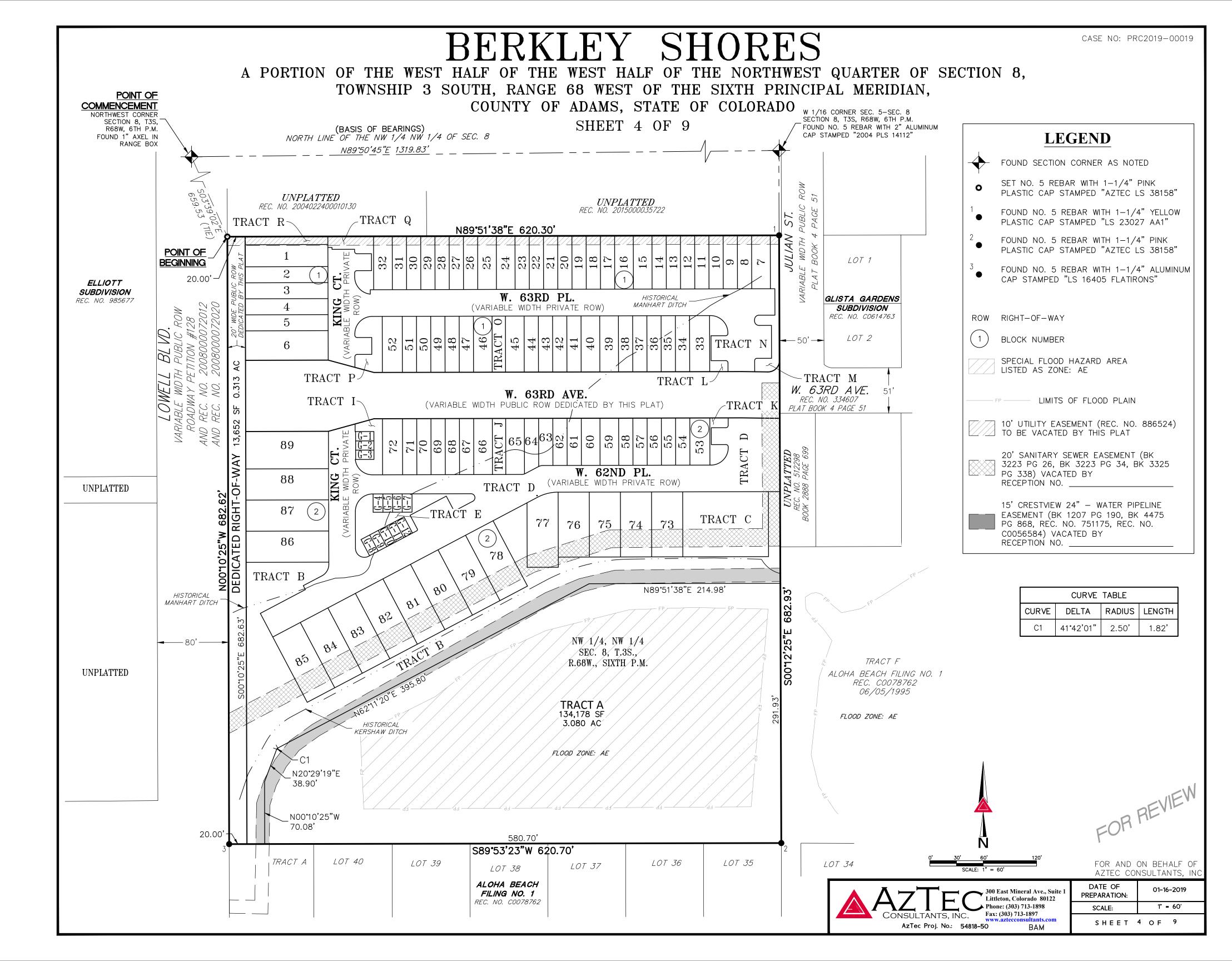
DATE OF 01-16-2019 PREPARATION: N/A SCALE: SHEET 2 OF 9

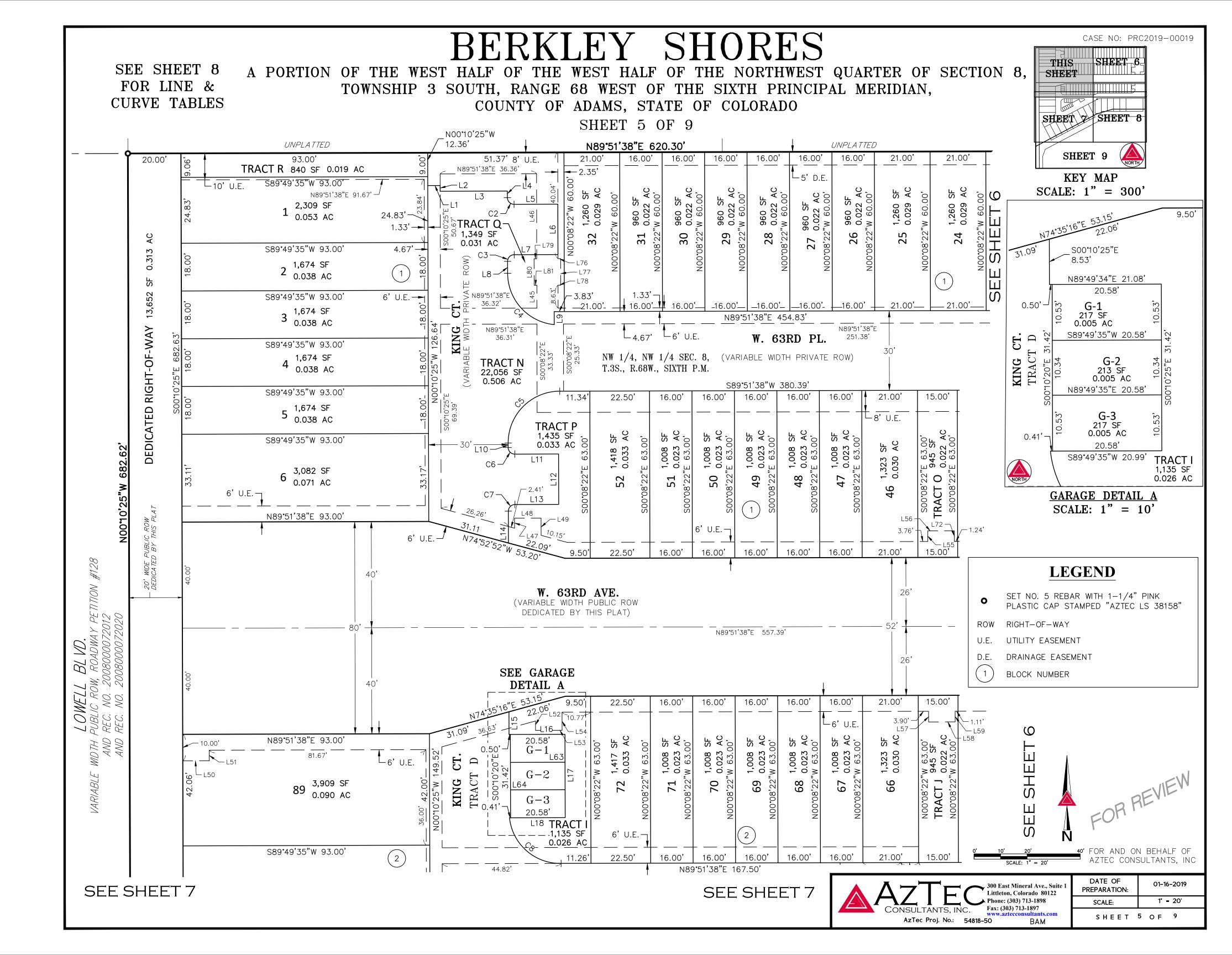


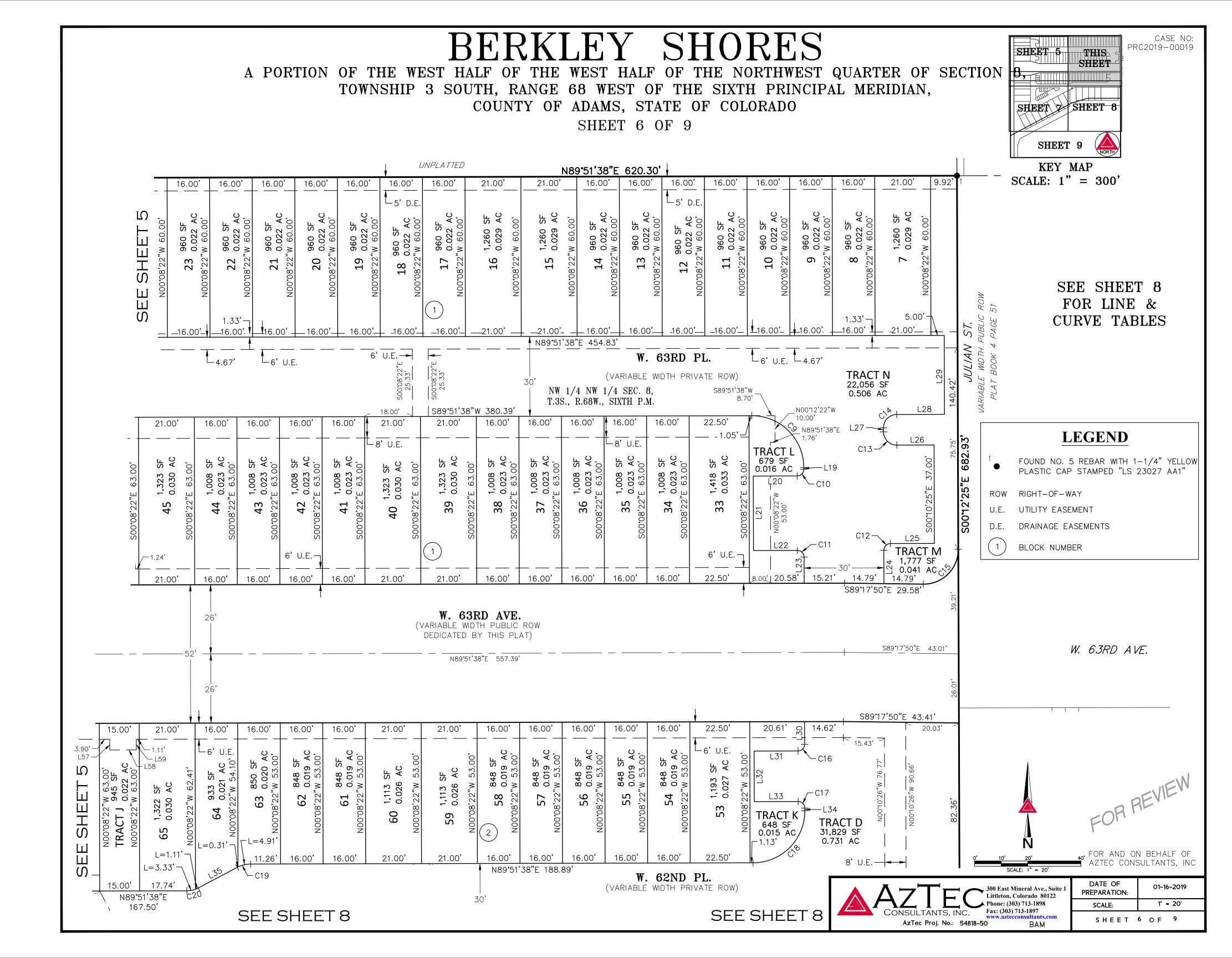
S89'52'30"W 1321.36

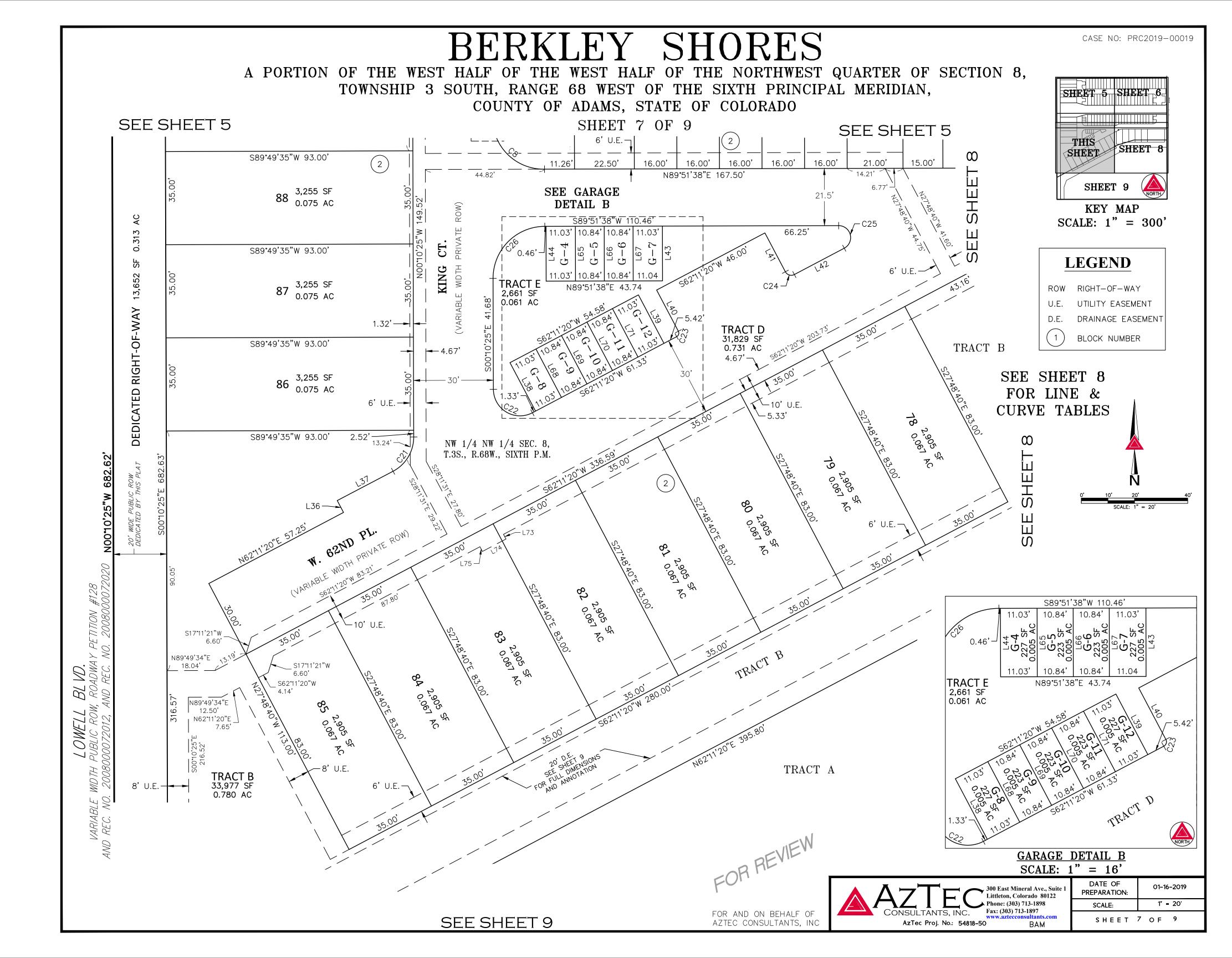
SE1/4 NW1/4 SEC. 8, T.3S., R.68W., SIXTH P.M

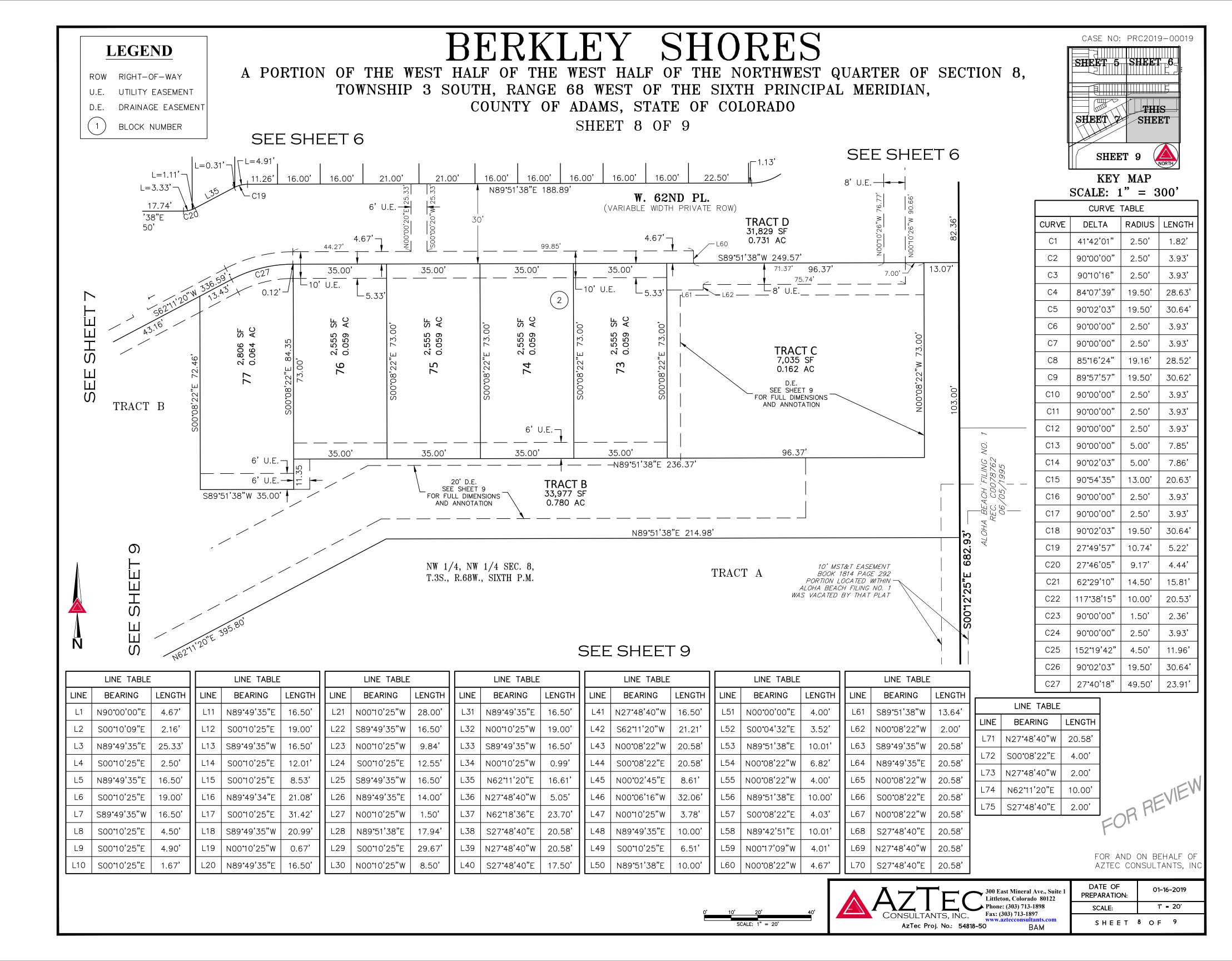
S89°54'15"W 1322.89'

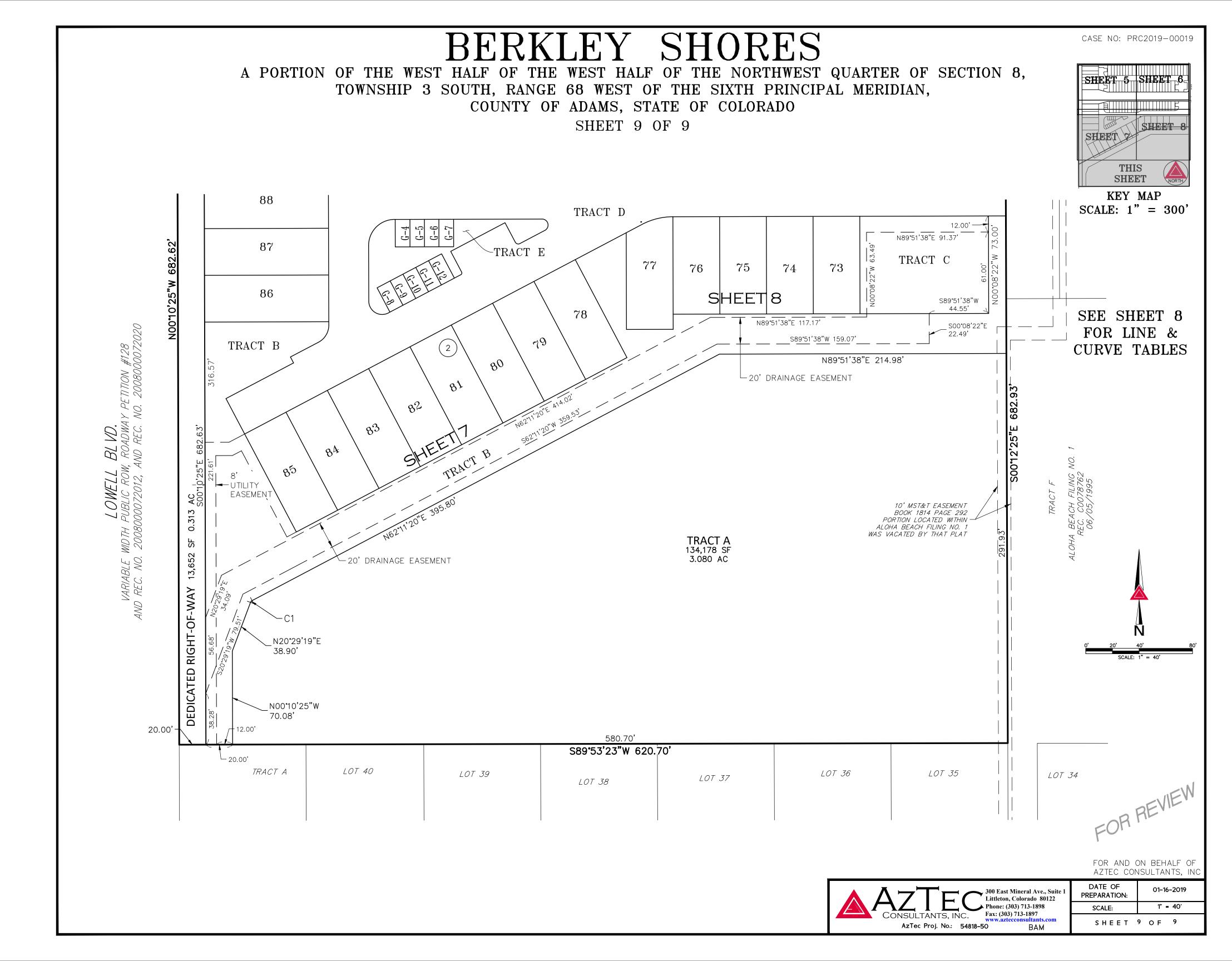














720.283.6783 Office 1500 West Canal Court Littleton, Colorado 8012C REDLAND.COM

Summary of Waiver Request

Prepared By: Travis Frazier, PE

Date: February 13, 2020

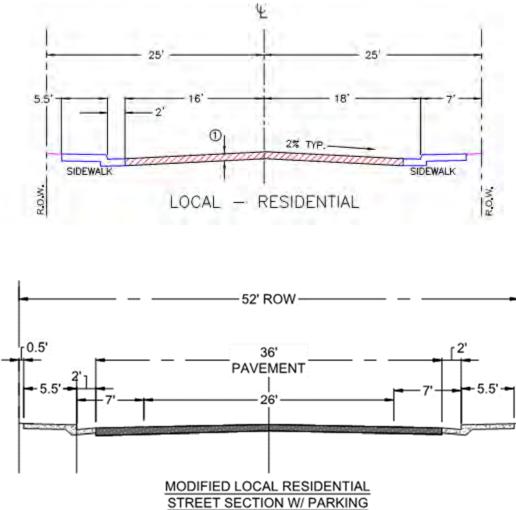
RE: Berkley Shores – Waiver Requests

The project is requesting a waiver from the County's subdivision design standards to allow for a modified street cross section for the proposed 63^{rd} Avenue. The waiver request is to widen the typical local road cross section by 4 feet and the R.O.W. by 2 feet. The proposed section would have a 52-foot ROW with a 40-foot flowline to flowline dimension.

63rd Avenue is currently classified as local residential street. The County's typical cross section details a 36' flowline to flowline dimension with a 50' ROW. As part of our development parking will be allowed on either side of the street. The County requires parallel parking spaces to be a minimum of 7' wide. If we account for 7' of parking on either side of the street the standard cross section has clear width of 22 feet assuming parked cars on either side. During our review, Adams County Fire Rescue indicated that they would require a minimum clear distance of 26' for the fire apparatus. This requirement is triggered by the 3-story townhomes that front 63rd Ave. As a result of this request the typical section must be modified to allow for required emergency access. The additional R.O.W. allows for the wider section and maintains 0.5 feet (6 inches) from the back of walk to R.O.W. for maintenance purposes.

The two cross sections are compared on the next page.





Thank you for considering this request. Please let us know if you have questions or need additional information.

Thank you.

Travis Frazier, PE Project Manager

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and HDC 6300 Lowell Boulevard, LLLP, having an address of 2100 Downing Street Denver, Colorado 80205, hereinafter called "Developer."

WITNESSETH:

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

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

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

- 1. **Engineering Services**. Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
- 2. **Drawings and Estimates**. The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
- 3. **Construction**. Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
- 4. **Time for Completion**. Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension greater than 180 days is within the sole discretion of the Board of County Commissioners. All extensions of time must be in writing.
- 5. **Guarantee of Compliance**. Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$527,875.00 including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of Preliminary Acceptance.

Building permits may be issued for Lots 1-6 and 89, as shown on Exhibit D, after said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and after the final plat has been approved. No other building permit shall be issued until the improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

6. Acceptance and Maintenance of Public Improvements. All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the

County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.

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

A. Improvements.

Public Improvements:

- Dedication and construction of W 63rd Avenue from Lowell Boulevard to Julian Street.
- Widening of Lowell Boulevard to is ultimate section for the property frontage. This includes curb and gutter and detached sidewalk.
- Widening of Julian Street and construction of curb and gutter and sidewalk along the property frontage.
- Two inlets in W63rd Ave and storm sewer to direct flows to the on-site water quality pond.
- An additional inlet on the existing storm main at Julian Street and W 63rd Ave.
- Attached sidewalk with vertical curb and gutter along the south side of W 63rd Ave east of Julian.

See Exhibit "B" for description, estimated quantities and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

- B. **Public dedication of land for right-of-way purposes or other public purpose**. Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:
 - 80' of right-of-way from Lowell Boulevard to King Court.
 - 52' of right-of-way from King Court to Julian Street
 - 20' additional feet of right-of-way for Lowell

HDC 6300 Lowell Boulevard, LLLP Developer

By:

Paul Malone, Manager

Development Agreement BERKLEY SHORES Case No. PRC2019-00019

The foregoing instrument was acknowledged before 2020, by	
My commission expires:	
Address:	Notary Public

APPROVED BY resolution at the meeting of ______, 2020.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$527,875.00 No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

ATTEST:

BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT A

Legal Description: Berkley Shores

Ξ

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, WHENCE THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 BEARS NORTH 89°50'45" EAST, A DISTANCE OF 1319.83 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE SOUTH 03°39'02" EAST, A DISTANCE OF 659.53 FEET TO THE POINT OF BEGINNING:

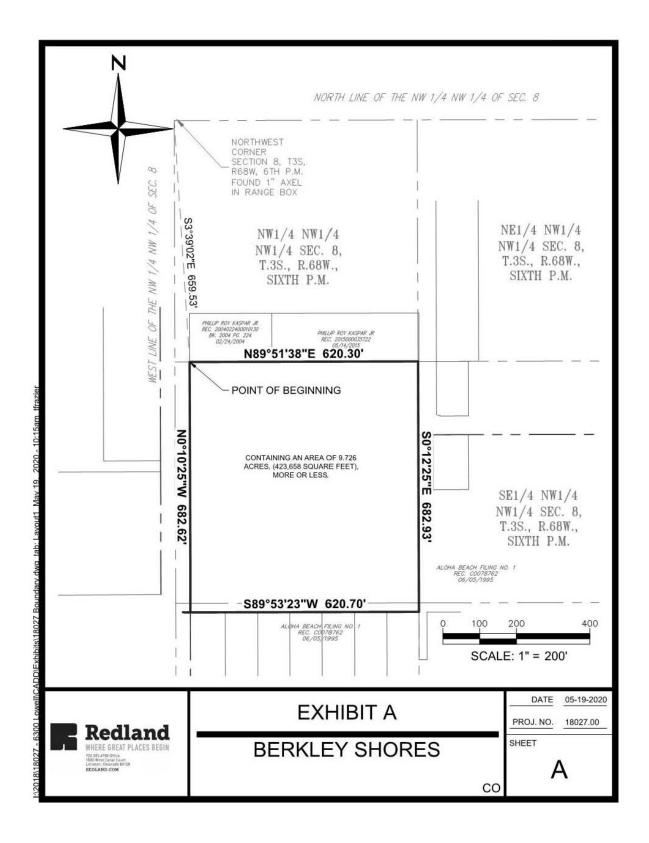
THENCE NORTH 89°51'38" EAST, A DISTANCE OF 620.30 FEET;

THENCE SOUTH 00°12'25" EAST, A DISTANCE OF 682.93 FEET;

THENCE SOUTH 89°53'23" WEST, A DISTANCE OF 620.70 FEET;

THENCE NORTH 00°10'25" WEST, A DISTANCE OF 682.62 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.726 ACRES, (423,658 SQUARE FEET), MORE OR LESS.



Development Agreement BERKLEY SHORES Case No. PRC2019-00019

EXHIBIT B



720,283.6783 Office 1500 West Canal Court Littleton, Colorado 80120 REDLAND.COM

Subdivison Improvement Agreement Berkley Shores Case No. PRC2019-00019

Berkley Shores (Summary)

Opinion of Probable Cost Estimate

Date: 05/20/2020 JN: 18027

Public Improvements Cost Summar	/
ltem	Total
63rd Avenue Improvements	\$184,300
Lowell Boulevard Improvements	\$96,800
Julian Street Improvements	\$31,800
Public Storm Drianage Improvements	\$109,400
	Subtotal \$422,300
· · · · · · · · · · · · · · · · · · ·	dministration (20%) \$84,460
	Inflation (5%) \$21,115
Total Pub	ic Improvement Bond 527,875

Notes:

1) This estimate is prepared based on the plans dated 5/20/2020, prepared by Redland.

- 2) Soft costs are excluded.
- 3) Sub-excavation is excluded.
- 4) Landscape and irrigation is excluded.5) Earthwork volumes are excluded.

- 6) Dry utility and sleeving costs are excluded.7) Mailboxes and mail box pads are excluded.
- 8) Subgrade Prep is measured from TBC-TBC for new ROW
 9) Subgrade for improvements only on Lowell and Julian
- 10) Inflation is provided for 1 year
- 11) Totals are rounded to the nearest \$100

Page 1 of 4



Subdivison Improvement Agreement Berkley Shores Case No. PRC2019-00019

Berkley Shores (W. 63rd Avenue & Water Quality Pond)

Opinion of Probable Cost Estimate Date: 05/21/2020

JN: 18027

			UNIT	TOTAL
Storm Sewer	QUANTITY	UNIT	PRICE	COST
18" RCP (0-8' depth)	95	LF	\$55.00	\$5,225
24" RCP (0-8' depth)	90	LF	\$75.00	\$6,750
Type '13' Combination Inlet (Double)	1	EA	\$4,750.00	\$4,750
Type '13' Combination Inlet (Triple)	1	EA	\$6,500.00	\$6,500
10' Type 'R' Inlet	1	EA	\$7,000.00	\$7.000
15' Type 'R' Inlet	1	EA	\$8,500.00	\$8,500
5' Dia. Manhole	1	EA	\$6,000.00	\$6,000
Forebay	1	EA	\$7,500.00	\$7,500
Pond Outlet Structure	1	EA	\$15,000.00	\$15,000
2' Trickle Channel	43	LF	\$25.00	\$1,075
Type 'H' Rip Rap	69	CY	\$100.00	\$6,933
CIP Retaining Wall	759	SFF	\$45.00	\$34,133
		Storn	n Sewer Subtotal	\$109,366
			UNIT	TOTAL
Street Improvements - 63rd Avenue	OUANTITY	UNIT	PRICE	COST

Street Improvements - 63rd Avenue	QUANTITY	UNIT	PRICE	COST
Subgrade Prep	2,799	SY	\$3.00	\$8,398
Asphalt (Full depth - 8" section)	19,416	SY-IN	\$4.25	\$82,518
Alley Curb Cut / Approach	5	EA	\$2,000.00	\$10,000
Type 2 Curb and Gutter	1,245	LF.	\$22.00	\$27,390
8' Concrete Crosspan	2	EA	\$2,000.00	\$4,000
5' Concrete Walk	7,460	SF	\$5.50	\$41,030
Handicap Ramp	6	EA	\$1,500.00	\$9,000
Signage	4	EĂ	\$500.00	\$2,000
			Street Subtotal	\$184.336

\$293,702 Total Cost

Notes:
1) This estimate is prepared based on the plans dated 5/20/2020, prepared by Redland.
2) Soft costs are excluded.
3) Sub-excavation is excluded.
4) Landscape and irrigation is excluded.
5) Earthwork volumes are excluded.
6) Dry utility and sleeving costs are excluded.
7) Mailboxes and mail box pads are excluded.
8) Subgrade Prep is measured from TBC-TBC.

Page 2 of 4



Subdivison Improvement Agreement Berkley Shores Case No. PRC2019-00019

Berkley Shores (Lowell Boulevard)

Opinion of Probable Cost Estimate Date: 05/21/2020 JN: 18027

			UNIT	TOTAL
Street Improvements - Lowell Boulevard	QUANTITY	UNIT	PRICE	COST
Subgrade Prep	871	SY	\$3.00	\$2,612
Asphalt (Full depth - 8" section)	5,445	SY-IN	\$4.25	\$23,143
Type 2 Curb and Gutter	590	LF	\$22.00	\$12,980
5' Concrete Walk	6,460	SF	\$5.50	\$35,530
Street Light (Local)	3	EA	\$7,500.00	\$22,500
			Street Subtotal	\$96,765

Total Cost \$96,765

Notes: 1) This estimate is prepared based on the plans dated 5/20/2020, prepared by Redland. 2) Soft costs are excluded. 3) Sub-excavation is excluded. 4) Landscape and irrigation is excluded. 5) Farthwork volumes are excluded.

4) Landscape and irrigation is excluded.
5) Earthwork volumes are excluded.
6) Dry utility and sleeving costs are excluded.
7) Mailboxes and mail box pads are excluded.
8) Subgrade Prep is measured for improved area only.

Page 3 of 4

Page 8 of 10



Subdivison Improvement Agreement Berkley Shores Case No. PRC2019-00019

Berkley Shores (Julian Street)

Opinion of Probable Cost Estimate Date: 05/20/2020

JN: 18027

			UNIT	TOTAL
Street Improvements -Julian Street	QUANTITY	UNIT	PRICE	COST
Subgrade Prep	383	SY	\$3.00	\$1,150
Asphalt (Full depth - 8" section)	1,747	SY-IN	\$4.25	\$7,423
Asphalt Milling / Resurfacing	3,528	SY-IN	\$3.00	\$10,584
8' Concrete Crosspan	1	EA	\$2,000.00	\$2,000
Type 2 Curb and Gutter	180	LF	\$22.00	\$3,960
5' Concrete Walk	855	SF	\$5.50	\$4,703
Signage	4	EA	\$500.00	\$2,000
			Street Subtotal	\$31,820

\$31,820 Total Cost

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Notes: 1) This estimate is prepared based on the plans dated 5/20/2020, prepared by Redland. 2) Soft costs are excluded.

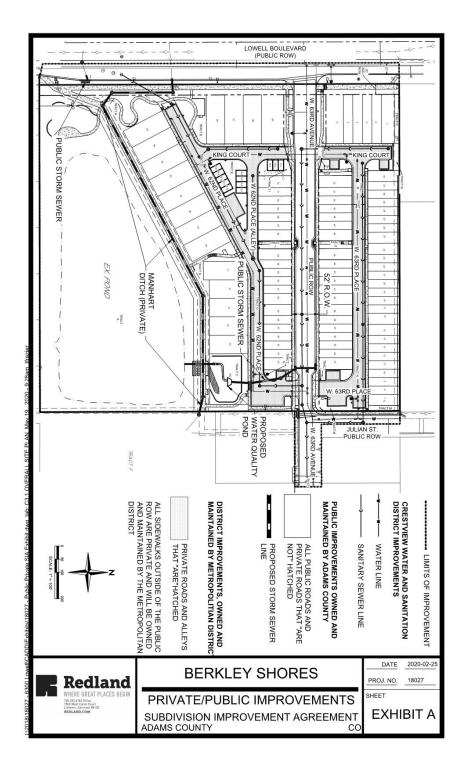
a) Sub-excavation is excluded.
b) Landscape and irrigation is excluded.

5) Earthwork volumes are excluded.6) Dry utility and sleeving costs are excluded.

7) Mailboxes and mail box pads are excluded.8) Subgrade Prep is measured for improved area only

Page 4 of 4

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Construction Completion Date: 8/21/2020

Initials or signature of Developer:



Berkley Shores (Summary)

Opinion of Probable Cost Estimate Date: 06/17/2020 JN: 18027

Public Improvem	nents Cost Summary				
Item	Item				
63rd Avenue Improvements		\$184,300			
Lowell Boulevard Improvements		\$96,800			
Julian Street Improvements		\$31,800			
Public Storm Drianage Improvements		\$109,400			
	Subtotal	\$422,300			
	Administration (20%)	\$84,500			
	Total Cost with 20% Administration	\$506,800			
	Inflation (5%)	\$25,300			
	Total Public Improvement Bond	\$532,100			

Notes:

- 1) This estimate is prepared based on the plans dated 5/20/2020, prepared by Redland.
- 2) Soft costs are excluded.
- 3) Sub-excavation is excluded.
- 4) Landscape and irrigation is excluded.
- 5) Earthwork volumes are excluded.
- 6) Dry utility and sleeving costs are excluded.
- 7) Mailboxes and mail box pads are excluded.
- 8) Subgrade Prep is measured from TBC-TBC for new ROW
- 9) Subgrade for imrpovements only on Lowell and Julian
- 10) Inflation is provided for 1 year
- 11) Totals are rounded to the nearest \$100



Berkley Shores (W. 63rd Avenue & Water Quality Pond)

Opinion of Probable Cost Estimate Date: 06/17/2020 JN: 18027

		UNIT	TOTAL
QUANTITY	UNIT	PRICE	COST
95	LF	\$55.00	\$5,225
90	LF	\$75.00	\$6,750
1	EA	\$4,750.00	\$4,750
1	EA	\$6,500.00	\$6,500
1	EA	\$7,000.00	\$7,000
1	EA	\$8,500.00	\$8,500
1	EA	\$6,000.00	\$6,000
1	EA	\$7,500.00	\$7,500
1	EA	\$15,000.00	\$15,000
43	LF	\$25.00	\$1,075
69	CY	\$100.00	\$6,933
759	SFF	\$45.00	\$34,133
	95 90 1 1 1 1 1 1 1 43 69	95 LF 90 LF 1 EA 1 EA 1 EA 1 EA 1 EA 1 EA 1 EA 1 EA	QUANTITYUNITPRICE95LF\$55.0090LF\$75.001EA\$4,750.001EA\$6,500.001EA\$6,500.001EA\$6,000.001EA\$8,500.001EA\$6,000.001EA\$6,000.001EA\$15,000.001EA\$15,000.0043LF\$25.0069CY\$100.00

Storm Sewer Subtotal \$109,366

			UNIT	TOTAL
Street Improvements - 63rd Avenue	QUANTITY	UNIT	PRICE	COST
Subgrade Prep	2,799	SY	\$3.00	\$8,398
Asphalt (Full depth - 8" section)	19,416	SY-IN	\$4.25	\$82,518
Alley Curb Cut / Approach	5	EA	\$2,000.00	\$10,000
Type 2 Curb and Gutter	1,245	LF	\$22.00	\$27,390
8' Concrete Crosspan	2	EA	\$2,000.00	\$4,000
5' Concrete Walk	7,460	SF	\$5.50	\$41,030
Handicap Ramp	6	EA	\$1,500.00	\$9,000
Signage	4	EA	\$500.00	\$2,000
			Otwo at Oviktatal	¢404000

Street Subtotal \$184,336

Total Cost \$293,702

Notes:

1) This estimate is prepared based on the plans dated 5/20/2020, prepared by Redland.

2) Soft costs are excluded.

- 3) Sub-excavation is excluded.
- 4) Landscape and irrigation is excluded.
- 5) Earthwork volumes are excluded.
- 6) Dry utility and sleeving costs are excluded.
- 7) Mailboxes and mail box pads are excluded.
- 8) Subgrade Prep is measured from TBC-TBC.



Berkley Shores (Lowell Boulevard)

Opinion of Probable Cost Estimate Date: 06/17/2020 JN: 18027

			UNIT	TOTAL
Street Improvements - Lowell Boulevard	QUANTITY	UNIT	PRICE	COST
Subgrade Prep	871	SY	\$3.00	\$2,612
Asphalt (Full depth - 8" section)	5,445	SY-IN	\$4.25	\$23,143
Type 2 Curb and Gutter	590	LF	\$22.00	\$12,980
5' Concrete Walk	6,460	SF	\$5.50	\$35,530
Street Light (Local)	3	EA	\$7,500.00	\$22,500
			Street Subtotal	\$96,765

Total Cost \$96,765

Notes:

- 1) This estimate is prepared based on the plans dated 5/20/2020, prepared by Redland.
- 2) Soft costs are excluded.
- 3) Sub-excavation is excluded.
- 4) Landscape and irrigation is excluded.
- 5) Earthwork volumes are excluded.
- 6) Dry utility and sleeving costs are excluded.
- 7) Mailboxes and mail box pads are excluded.
- 8) Subgrade Prep is measured for improved area only.



Berkley Shores (Julian Street)

Opinion of Probable Cost Estimate Date: 06/17/2020 JN: 18027

			UNIT	TOTAL
Street Improvements -Julian Street	QUANTITY	UNIT	PRICE	COST
Subgrade Prep	383	SY	\$3.00	\$1,150
Asphalt (Full depth - 8" section)	1,747	SY-IN	\$4.25	\$7,423
Asphalt Milling / Resurfacing	3,528	SY-IN	\$3.00	\$10,584
8' Concrete Crosspan	1	EA	\$2,000.00	\$2,000
Type 2 Curb and Gutter	180	LF	\$22.00	\$3,960
5' Concrete Walk	855	SF	\$5.50	\$4,703
Signage	4	EA	\$500.00	\$2,000
			Street Subtotal	\$31,820
			Total Cost	\$31,820

Notes:

1) This estimate is prepared based on the plans dated 5/20/2020, prepared by Redland.

2) Soft costs are excluded.

3) Sub-excavation is excluded.

4) Landscape and irrigation is excluded.

5) Earthwork volumes are excluded.

6) Dry utility and sleeving costs are excluded.

- 7) Mailboxes and mail box pads are excluded.
- 8) Subgrade Prep is measured for improved area only



ADAMS COUNTY FIRE RESCUE

FIRE PREVENTION BUREAU

7980 Elmwood Lane Denver, CO 80221 P: (303) 539-6862 E: fireprevention@acfpd.org

То:	ADCO & Highland Development	From:	Whitney Even
Attn:	Building & Planning Division	Date:	4/29/20
Subject:	Berkley Shores Staging and Phasing Plan – Emergency Access and Water Supply		
Address:	6300 Lowell Boulevard		

To whom it may concern,

On 4/22/2020 we met with the development team for Berkley Shores to be constructed at 6300 Lowell Boulevard. During the meeting it was requested that a letter from us be provided to the applicant and Adams County. This letter is to provide documentation that emergency access and water supply requirements were discussed and will be provided allowing for the development to proceed with vertical construction of the first phase/model home complex.

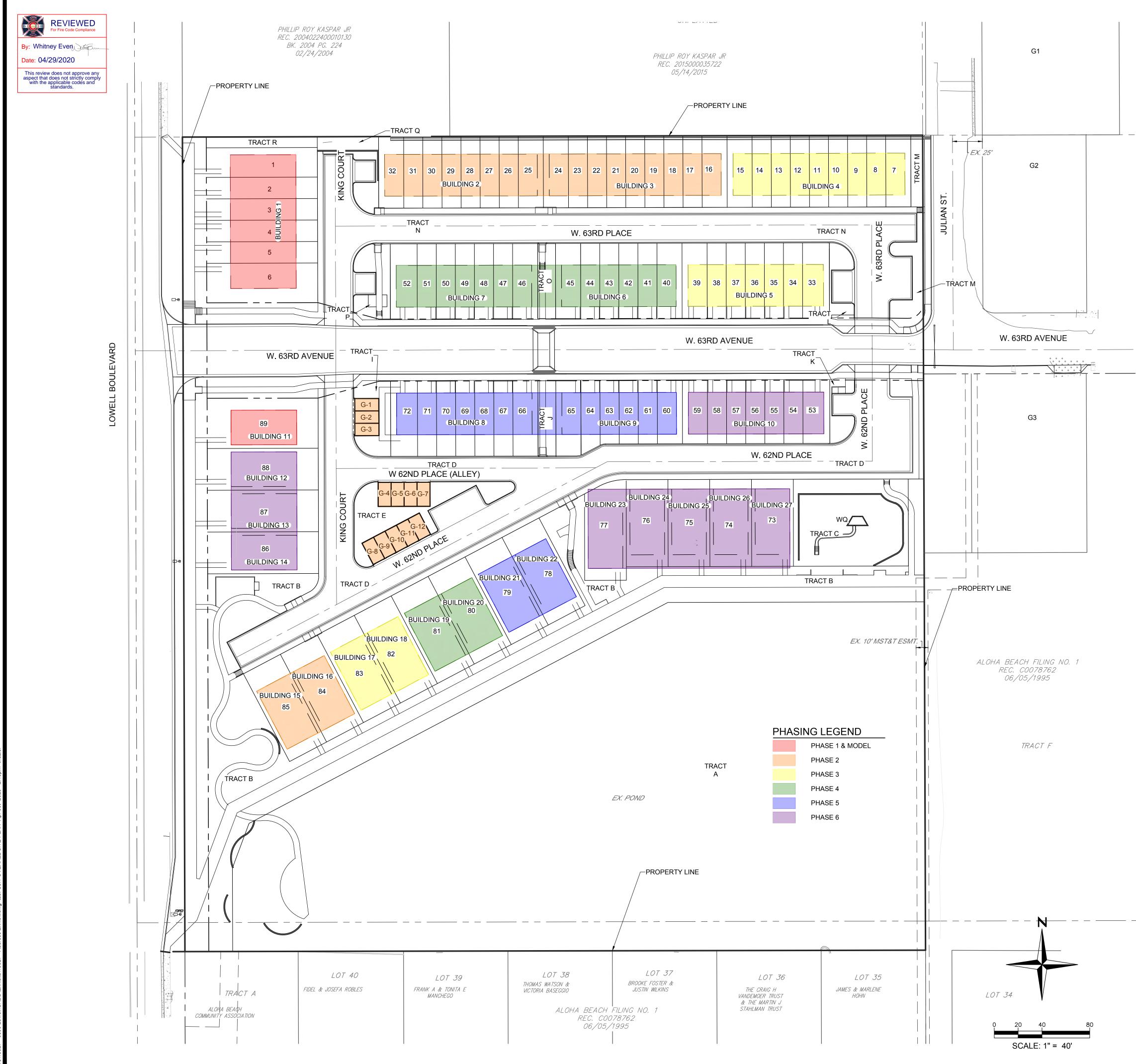
We have reviewed a staging and a phasing plan (attached). The applicant has also submitted the building construction plans for the first phase for our review as well. Once the building construction plans have been approved, the fire district requirements have been satisfied for the first phase. Commencement of vertical construction will be permitted with the understanding of the following requirements and comments:

- A hydrant will be required to be in service at all times to provide on-site water. As discussed on 4/22/2020, the existing hydrant at the corner of Lowell and West 63rd Avenue needs to be relocated to the new location as soon as possible.
- 2. As discussed on 4/22/2020, fire and emergency access must be maintained at all times. Lowell and West 63rd Avenue provides access needed during Phase 1.

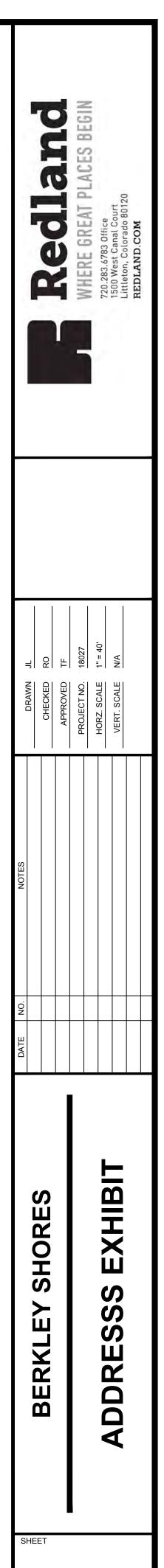
Additional Notes:

- 3. Any proposed gates across fire access roads shall be provided with a Knox pad lock or key switch if electronic. For information on how to order this, please go to <u>https://www.acfpd.org/plan-submittals.html</u>.
- 4. A 3-foot clear space shall be maintained around the circumference of fire hydrants and all hydrants subject to vehicle impact shall be provided with approved impact protection.

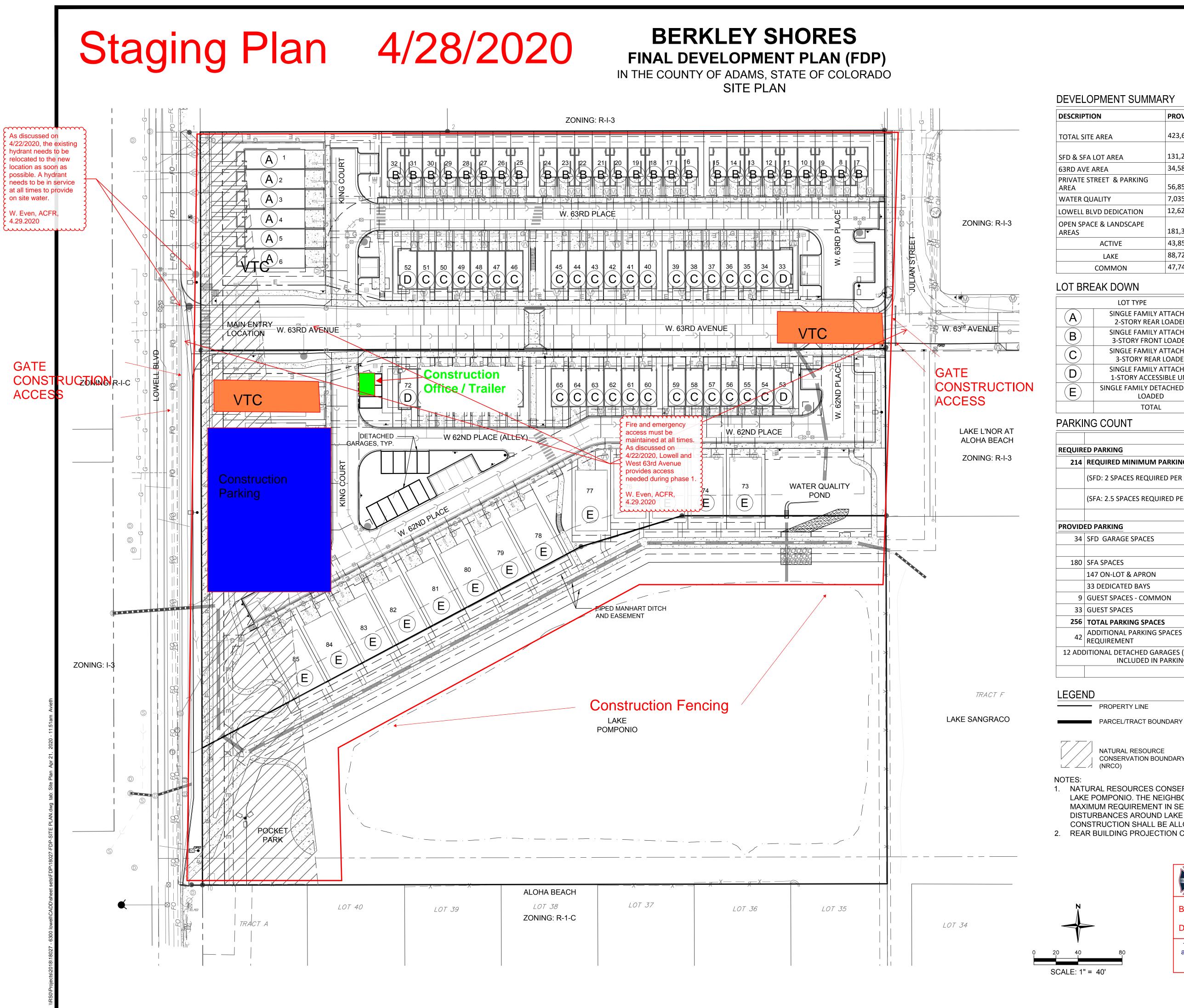




			ADDRESS EXHIBIT	and the second s		SEWER
PHASE	BUILDING	LOT	ADDRESS	UNIT TYPE	WATER SERVICE	SERVICE
1	1	1	6355 King Court	ATTATCHED	1"	4"
1 1	1	2 3	6345 King Court 6335 King Court	ATTATCHED ATTATCHED	1" 1"	4" 4"
1	1	4	6325 King Court	ATTATCHED	1"	4"
1	1	5	6315 King Court	ATTATCHED	1"	4"
1 1	1 11	6 89	6305 King Court	ATTATCHED DETACHED	1" 5/8"	<u>4"</u> 4"
2	3	89 16	6295 King Court 3457 West 63rd Place	ATTATCHED	5/8	4"
2	3	17	3467 West 63rd Place	ATTATCHED	1"	4"
2	3	18	3477 West 63rd Place	ATTATCHED	1"	4"
2	3	19 20	3487 West 63rd Place 3497 West 63rd Place	ATTATCHED ATTATCHED	1" 1"	<u>4"</u> 4"
2	3	20	3499 West 63rd Place	ATTATCHED	1"	4"
2	3	22	3503 West 63rd Place	ATTATCHED	1"	4"
2	3	23	3507 West 63rd Place	ATTATCHED	1"	4"
2	3	24 25	3511 West 63rd Place 3513 West 63rd Place	ATTATCHED ATTATCHED	1" 1"	<u>4"</u> 4"
2	2	26	3517 West 63rd Place	ATTATCHED	1"	4"
2	2	27	3523 West 63rd Place	ATTATCHED	1"	4"
2	2	28	3527 West 63rd Place	ATTATCHED	1"	4"
2	2	29 30	3533 West 63rd Place 3537 West 63rd Place	ATTATCHED ATTATCHED	1" 1"	4" 4"
2	2	31	3547 West 63rd Place	ATTATCHED	1"	4"
2	2	32	3557 West 63rd Place	ATTATCHED	1"	4"
2	16	84	3580 West 62nd Place	DETACHED	5/8"	4"
2	15 4	85 7	3590 West 62nd Place 3397 West 63rd Place	DETACHED ATTATCHED	5/8" 1"	4" 4"
3	4	, 8	3399 West 63rd Place	ATTATCHED	1"	4"
3	4	9	3401 West 63rd Place	ATTATCHED	1"	4"
3	4	10	3403 West 63rd Place	ATTATCHED	1"	4" 4"
3	4	11 12	3407 West 63rd Place 3417 West 63rd Place	ATTATCHED	1" 1"	4" 4"
3	4	13	3427 West 63rd Place	ATTATCHED	1"	4"
3	4	14	3437 West 63rd Place	ATTATCHED	1"	4"
3	4 5	15 22	3447 West 63rd Place	ATTATCHED	1" 1"	4" 6"
3 3	5	33 34	3405 West 63rd Avenue 3415 West 63rd Avenue	ATTATCHED ATTATCHED	1" 1"	<u> </u>
3	5	35	3425 West 63rd Avenue	ATTATCHED	1"	6"
3	5	36	3435 West 63rd Avenue	ATTATCHED	1"	6"
3	5	37 38	3445 West 63rd Avenue 3455 West 63rd Avenue	ATTATCHED ATTATCHED	1" 1"	<u>4"</u> 4"
3	5	39	3465 West 63rd Avenue	ATTATCHED	1"	4 4"
3	18	82	3560 West 62nd Place	DETACHED	5/8"	4"
3	17	83	3570 West 62nd Place	DETACHED	5/8"	4"
4	6 6	40 41	3475 West 63rd Avenue 3485 West 63rd Avenue	ATTATCHED ATTATCHED	1" 1"	4" 4"
4	6	41	3495 West 63rd Avenue	ATTATCHED	1"	4"
4	6	43	3501 West 63rd Avenue	ATTATCHED	1"	4"
4	6	44	3505 West 63rd Avenue	ATTATCHED	1"	4"
4 4	6 7	45 46	3515 West 63rd Avenue 3519 West 63rd Avenue	ATTATCHED ATTATCHED	1" 1"	4" 4"
4	7	47	3521 West 63rd Avenue	ATTATCHED	1"	4"
4	7	48	3525 West 63rd Avenue	ATTATCHED	1"	4"
4	7	49	3531 West 63rd Avenue	ATTATCHED	1"	4"
4	7	50 51	3535 West 63rd Avenue 3545 West 63rd Avenue	ATTATCHED ATTATCHED	1" 1"	<u>4"</u> 4"
4	7	52	3555 West 63rd Avenue	ATTATCHED	1"	4"
4	20	80	3540 West 62nd Place	DETACHED	5/8"	4"
4	19	81	3550 West 62nd Place	DETACHED	5/8"	4"
5 5	9 9	60 61	3470 West 63rd Avenue 3480 West 63rd Avenue	ATTATCHED ATTATCHED	1" 1"	<u>4"</u> 4"
5	9	62	3490 West 63rd Avenue	ATTATCHED	1"	4"
5	9	63	3500 West 63rd Avenue	ATTATCHED	1"	4"
5	9	64	3506 West 63rd Avenue	ATTATCHED	1"	4" 4"
5 5	9 8	65 66	3510 West 63rd Avenue 3516 West 63rd Avenue	ATTATCHED	1" 1"	<u>4"</u> 4"
5	8	67	3520 West 63rd Avenue	ATTATCHED	1"	4"
5	8	68	3526 West 63rd Avenue	ATTATCHED	1"	4"
5 5	8 8	69 70	3530 West 63rd Avenue 3536 West 63rd Avenue	ATTATCHED ATTATCHED	1" 1"	<u>4"</u> 4"
5 5	8	70	3540 West 63rd Avenue	ATTATCHED	1"	4 4"
5	8	72	3550 West 63rd Avenue	ATTATCHED	1"	4"
5	22	78	3520 West 62nd Place	DETACHED	5/8"	4" 4"
5 6	21 10	79 53	3530 West 62nd Place 3400 West 63rd Avenue	DETACHED ATTATCHED	5/8" 1"	4" 6"
6	10	55	3410 West 63rd Avenue	ATTATCHED	1"	6"
6	10	55	3420 West 63rd Avenue	ATTATCHED	1"	6"
6	10	56 57	3430 West 63rd Avenue	ATTATCHED	1"	4" 4"
6 6	10 10	57 58	3450 West 63rd Avenue 3460 West 63rd Avenue	ATTATCHED ATTATCHED	1" 1"	4"
6	10	59	3470 West 63rd Avenue	ATTATCHED	1"	4"
6	27	73	3420 West 62nd Place	DETACHED	5/8"	4"
6	26	74	3440 West 62nd Place	DETACHED	5/8" 5/8"	4" 4"
6 6	25 24	75 76	3460 West 62nd Place 3480 West 62nd Place	DETACHED DETACHED	5/8" 5/8"	<u>4"</u> 4"
6	23	77	3500 West 62nd Place	DETACHED	5/8"	4"
6	14	86	6265 King Court	DETACHED	5/8"	4"
6	13	87	6275 King Court	DETACHED	5/8"	4" 4"
6 2	12	88 G1	6285 King Court	DETACHED GARAGE	5/8"	4"
2		G1 G2		GARAGE		
2		G3		GARAGE		=
2		G4		GARAGE		
2		G5 G6		GARAGE		
2		G6 G7		GARAGE GARAGE		
2		G8		GARAGE		
2		G9		GARAGE		
2		G10		GARAGE		
2		G11 G12		GARAGE GARAGE		



MAP



DEVELOPMENT SUMMARY

IPTION	PROVIDED
SITE AREA	423,658 SF (9.73 AC)
SFA LOT AREA	131,260 SF (3.01 AC)
AVE AREA	34,580 SF (0.79 AC)
TE STREET & PARKING	
	56,850 SF (1.31 AC)
R QUALITY	7,035 SF (0.16 AC)
LL BLVD DEDICATION	12,623 SF (0.31 AC)
SPACE & LANDSCAPE	
	181,310 SF (4.14 AC)
ACTIVE	43,850 SF (1.01 AC)
LAKE	88,720 SF (2.04 AC)
COMMON	47,740 SF (1.10 AC)

LOT TYPE	QUANTITY
SINGLE FAMILY ATTACHED 2-STORY REAR LOADED	6
SINGLE FAMILY ATTACHED 3-STORY FRONT LOADED	26
SINGLE FAMILY ATTACHED 3-STORY REAR LOADED	36
SINGLE FAMILY ATTACHED 1-STORY ACCESSIBLE UNIT	4
SINGLE FAMILY DETACHED REAR LOADED	17
TOTAL	89

IRED PARKING						
REQUIRED MINIMUM PARKING SPACES						
(SFD: 2 SPACES REQUIRED PER BUILDING 17 x 2= 34)						
(SFA: 2.5 SPACES REQUIRED PER BUILDING 72 x 2.5= 180)						
ED PARKING						
SFD GARAGE SPACES						
SFA SPACES						
147 ON-LOT & APRON						
33 DEDICATED BAYS						
GUEST SPACES - COMMON						
GUEST SPACES						
TOTAL PARKING SPACES						
ADDITIONAL PARKING SPACES PROVIDED BEYOND REQUIREMENT						
DITIONAL DETACHED GARAGES (FOR OWNERSHIP) ARE NOT						

INCLUDED IN PARKING COUNTS

NATURAL RESOURCE CONSERVATION BOUNDARY

1. NATURAL RESOURCES CONSERVATION BOUNDARY (NRCO) IS LOCATED ALONG LOWELL BLVD AND LAKE POMPONIO. THE NEIGHBORHOOD DEVELOPMENT WILL IMPACT LESS THAN THE ONE (1) ACRE MAXIMUM REQUIREMENT IN SECTION 3-38, REQUIRING NO RESOURCE REVIEW. MINOR DISTURBANCES AROUND LAKE FOR CLEAN UP, CREATION OF TRAIL/ PATH AND OUTFALL CONSTRUCTION SHALL BE ALLOWED.

2. REAR BUILDING PROJECTION CANTILEVER INTO REAR SETBACK ON LOTS 33, 52, 53,72.



				WILLEDE EDEAT DI AFEC DECIN	5	720.283.6783 Office	1500 West Canal Court	REDLAND.COM	
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	DRAWN AV	CHECKED SW	APPROVED	PROJECT NO. 18027		HURZ. SCALE HURIZ. SCALE	VERT. SCALE VERT. SCALE		
NO. NOTES	1 FDP- First Submittal	2 FDP-Second Submittal	3 FDP-Third Submittal						
DATE N	11/27/2019	02/14/2020	04/21/2020						
הבסגו בע מחתסבמ		FINAL DEVELOPMENT PLAN			SIIE PLAN				
SI	HEE	T			4				

Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

Development Review Team Comments

Date: 01/08/2020 Project Number: PRC2019-00021 Project Name: Berkley Shores FDP and Final Plat

Note to Applicant:

For submission of revisions to applications, a cover letter addressing each staff review comment must be provided. The cover letter must include the following information: restate each comment that requires a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is required.

Commenting Division: Development Services, Planning Name of Reviewer: Libby Tart Email: <u>Ltart@adcogov.org</u> / 720-523-6858

PLN1. REQUEST

a. Applicant is requesting to 1.) a Final Development Plan (FDP) for 89 single-family attached (72 units) and detached housing (17 units) on 9.73 acres; and 2.) a Final Plat for 89 parcels and 18 tracts on 9.73 acres.

PLN2. COMPREHENSIVE PLAN:

a. Site is designated as <u>Urban Residential</u>. Per Imagine Adams County, "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."

PLN3. SITE LOCATION/ ZONING:

- a. 6300 and 6330 Lowell Blvd./ 0182508209001, 0182508200050, 0182508200049
- b. The subject property is currently designated PUD.

PLN4. COMMENTS:

Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco

BOARD OF COUNTY COMMISSIONERS

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 Mary Hodge DISTRICT 5

Written Explanation Materials

4A. In the written explanation of the project document, please revise the following:

• Please separate out the public outreach/neighborhood meeting summary and associate materials from the letter of explanation. Provide the neighborhood meeting summary as a separate document/file with the next submission.

4B. Currently our Assessor files indicate that only one parcel is in the name of the Highland Development Company and the other two are still reflecting ownership by Wayne and Jane Hanson. Please clarify if all three parcels will be recorded to reflect the same ownership or if this is in progress.

4C. Please provide a paragraph in the written explanation outlining the parking requirements and provisions as well as the 63rd Avenue bollard/gate proposal.

Final Development Plan Comments:

4D. Please provide a signature block into the cover sheet for county attorney approval.

- 4E. On page 2 of the project narrative, staff has the following questions:
 - In the statement of intent, it states that the FDP is comprised of 9.73 acres within three separate parcels. If the applicant's intent is to combine all three parcels into a final plat, please remove this language.
 - In J on page 2, it states that the "final lot design, floor plans and layouts are definied in the Detail Section of this FDP". We could not find a floor plan or layout detail within the submission but did find the lot design.
 - In P and Q on page 2, please amend the language in the first sentences to reflect "Final Development Plan" in lieu of "Preliminary Development Plan".
 - In S on page 2, is the NRCO being disturbed in the Lake Pomponio area? It seems as though initially the trees were being preserved in this area and are no longer anticipated to be.
 - In the S fencing section, please reference who is owning/maintaining the fencing.

Final Plat Questions

4F. Will the applicant be purchasing the property and amending the signature blocks to reflect the ownership change? Currently, the plat states the ownership is with Wayne and Jane Hanson.

4G. Other comments for the FDP and Final Plat:

Adams County Fire Rescue (ACFR) Comment. Staff received comment from Adams County Fire Rescue about needing addition width and turning radii for fire department apparatuses. Staff recommends working with Adams County Fire Rescue individually with their comments

below. If the applicant or ACFR has further questions about standards from Adams County, please include us in any correspondence or meetings.

Commenting Division: Development Services, Engineering:

Name of Review: Matt Emmens Email: MEmmens@adcogov.org

Eman: MEmmens(*w*,adcogov.org

No comments received as of January 10, 2020, but Mr. Emmens will be at the review letter meeting on January 13, 2020.

Commenting Division: Development Services, Engineering: Name of Review: Gordon Stevens Email: gstevens@adcogov.org

It appears as though this packet has been resubmitted. I have attached our previous review comments, made under Case Number PRC2019-00003 as they would still be applicable. If you should have any questions, please let me know.

Sincerely,

Gordon Stevens

Construction Inspection Supervisor, Department of Public Works Infrastructure Management Division ADAMS COUNTY, COLORADO 4430 So, Adams County Parkway, 1st Floor, Suite W2000B Brighton, CO 80601-8218 O: 720-523-6965 | gstevens@adcogov.org, www.adcogov.org C: 303-947-9633

Commenting Division: Development Services, Right-of-Way and Addressing Name of Review: Marissa Hillje Email. <u>mhillje@adcogov.org</u>

ROW1: Add addresses to the plat.

ROW2: See redlines on plat attached.

Commenting Division: Neighborhood Services Name of Review: Gail Moon Email. gmoon@adcogov.org

No comment.

Commenting Division: Environmental Programs Manager Name of Review: Katie Keefe Email. kkeefe@adcogov.org

ENV1. Note: An inert fill permit must be obtained prior to importing any volume of fill material onto any portion of the project area.

Commenting Division: Development Services Building and Safety Name of Review: Justin Blair Email: jblair@adcogov.org / 720-523-6843

BSD1- No comment.

Commenting Division: Parks Name of Review: Aaron Clark Email: aclark@adcogov.org

PRK1- No comment.

Adjacent Property Owner/Occupant Comments (Please note: applicant must provide responses to all comments):

1. I puzzle why you ask for comments when I question if they are even read, let alone considered. However, once again I register my concern that Lowell cannot handle all of the increased traffic your development presents. I already have difficulty getting on to Lowell, I also question where you are getting the water long term for these proposed people when Colorado is a semi desert state.

Marilyn Fanganello 6249 Lowell Blvd.

2.

Dear Jill,

We are pleased that the Applicant for Berkley Shores has agreed to provide Emergency Access Only at 63rd Ave and Julian Street.

Here are some of the benefits:

-Direct entry onto an adjoining minor arterial as the main entrance -Existing 63rd Ave and Julian St not connecting to a minor and principle arterial with traffic flowing through older established neighborhoods -It will be much safer for residents of the existing neighborhood, and also for the Berkley residents with no through traffic
-No heavy truck traffic using the Berkley 63rd Ave between Federal and Lowell as presently several large straight trucks and semis use 63rd and Julian
-No intersection issues with 3-way traffic at 63rd Ave and Julian Street
-No issues with CDOT on a new State Highway Access Permit at 63rd Ave and Federal Blvd
-Less issue with connecting 63rd Ave to Lowell Blvd as a local street, as per Adams County (ch 8-07-03), since it would not become a through street (similar to 62 Ave intersecting Lowell Blvd from the Aloha Beach community)

We would recommend 63rd Ave onto the site should be private as it meets the PUD Standards, Section 3-30-03-02-01. This would be similar to 62nd Ave into Aloha Beach. It would follow along with 63rd Pl and 62nd Pl and ensure adequate snow removal and maintenance.

We no longer request an Appeal to the Adams County Board of Adjustment. A copy of this transmission is being forwarded to the Case Manager for Public comment. Thank you for working with us, Jill.

Sincerely, Jake and Patty Gasper

3. See attached scanned letter from Ms. Valdez.

4. See attached scanned letter from Mr. Kasper.

Name of Review: Donna George with Xcel Energy

<u>303-571-3306/donna.l.george@xcelenergy.com</u>

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has determined **there are conflicts** with the **Berkley Shores** final plat in that PSCo still requests that the utility easements that will house electric distribution facilities are increased to the standard 8-foot width.

PSCo also still requests 8-foot wide dry utility easements along all public and private rights-ofway within Tracts C, E, F, H, I, K, M, N, O to provide <u>utility connectivity</u> throughout the development.

The property owner/developer/contractor is reminded complete the application process for any new natural gas or electric service, or modification to the existing natural gas and electric facilities via <u>xcelenergy.com/InstallAndConnect</u>.

Donna George Right of Way and Permits Public Service Company of Colorado dba Xcel Energy Office: 303-571-3306 - Email: donna.l.george@xcelenergy.com

Name of Review: Tri-County Health

Comment by Kathy Boyer Email/Phone: <u>kboyer@tchd.org</u> / 720-200-1585

Dear Ms. Tart,

Thank you for the opportunity to review and comment on the final development plan, and final plat for 89 single-family attached and detached homes located at 6300 Lowell Boulevard. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Mosquito Control - Stormwater Facilities

The site plan indicates that a water quality pond is proposed. Ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here http://www.tchd.org/276/Mosquitoes-West-Nile-Virus. A guidance document is attached.

Vector Control – Building Demolition

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, saliva, or through rodent bites. For example, Hantavirus Pulmonary Syndrome (HPS), a rare but potentially lethal viral infection, can be found in the droppings and urine of rodents commonly found in southwestern United States. When buildings are demolished, rodents can spread to surrounding properties and increase the risk of vector exposure to humans. The applicant should plan for vectors and eliminate any known infestations prior to demolition. Information on rodent control can be found at http://www.tchd.org/400/Rodent-Control.

Air Quality – Building Demolition

The application indicates that the existing house and garage on the site will be demolished. The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions. State air quality regulations require that precautions be taken prior to demolition of buildings to evaluate the presence of asbestos fibers that may present a health risk. If asbestos is present, actions must be taken to prevent their release into the environment. State regulations also address control of ozone depleting compounds (chlorofluorocarbons) that may be contained in air conditioning or refrigerating equipment. The applicant shall contact the

APCD at (303) 692-3100 for more information. Additional information is available at http://www.cdphe.state.co.us/ap/asbestos.

Buildings constructed prior to 1978 may contain lead paint. Environmental Protection Agency's (EPA) 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), aims to protect the public from lead-based paint hazards associated with renovation, repair and painting activities. These activities can create hazardous lead dust when surfaces with lead paint, even from many decades ago, are disturbed. More information can be found here https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules and https://www.epa.gov/lead. The applicant may contact, and the Environmental Protection Agency EPA at 1-800-424-5323 for more information.

On-Site Wastewater Treatment System (OWTS) – Abandonment

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment. Our records indicate the presence of an On-Site Wastewater Treatment System (OWTS) on the subject property. The existing OWTS shall be abandoned in accordance with Regulation No. O-17, Section 6.8. TCHD must be notified in writing once the system has been properly abandoned. For more information, or to submit the notification, the applicant may contact the TCHD Commerce City Office at 4201 E. 72nd Avenue, Suite D, (303) 288-6816. More information is available at http://www.tchd.org/269/Septic- Systems.

Community design to support walking and bicycling

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network. TCHD commends the applicant for including a network of sidewalks and a trail in the development.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions on TCHD's comments.

Sincerely, Kathy Boyer, REHS Land Use and Built Environment Specialist III cc: Sheila Lynch, Monte Deatrich, TCHD

Tri-County Health Department Guidance for Preparation of Mosquito Control Plan

A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. Activities that will be undertaken to prevent mosquito breeding conditions

This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

□ Design review – Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.

□ Operation and maintenance activities:

This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.

□ Regular inspections:

Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.

□ Larvacide program:

Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.

Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

For Technical Assistance - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at mdeatric@tchd.org.

Name of Review: CDOT

Comment by Steve Loeffler Email/Phone: <u>steven.loeffler@state.co.us</u> / 303-757-9891

I have reviewed the latest referral for Berkley Shores, located at 6300 Lowell, and includes a FDP for 89 single family attached and detached units and a Final Plat for 89 parcels and 18 tracts on 9.73. Our comments are as follows:

1. A change has been made from providing direct access through to W. 63rd Avenue at Julian St. This connection will now be an emergency only access and will be restricted

by use of either bollards, gate, or chain. This change to the site plan means that the intersection of W. 63rd Ave. and Federal Blvd. will not be heavily impacted by this development and no additional permitting with CDOT will be required at this time.

2. If at some point in the future the access through to W. 63rd Ave. at Julian St. is desired to be a formal access point for this development, CDOT requests an opportunity to comment via the referral process.

Thank you for the opportunity to review this referral.

Name of Review: Colorado Division of Water Resources

Comment by Joanna Williams/Ailis Thyne Phone: 303-866-3581x8246

We have reviewed the additional information received by this office on December 12, 2019 regarding the above referenced referral. The Applicant is proposing to create 89 parcels (single-family attached and detached housing) and 18 tracts on 9.726 acres. This office previously commented on this referral in a letter dated March 14, 2019 and May 15, 2019.

Water Supply Demand

A Water Supply Information Summary Sheet was not submitted; therefore, the water supply demand for this subdivision is was not identified.

Source of Water Supply

A letter from Crestview Water and Sanitation District ("District"), dated January 17, 2019, was provided. According to the letter the District is willing to provide treated water and sanitary sewer service to a possible development on parcel nos. 0182508200049, 0182508200049 and 0182508209001. The letter also states the District is willing to provide treated water and sanitary sewer service to the possible development under the condition that the land owner/developer install adequate water and sanitary sewer mains in accordance with District Rules and Regulations and engineering requirements if required by the District. The will serve letter did not specify the amount of water that would be provided to the development. According to our records, the District receives treated water on demand pursuant to Denver Water Distributor Contract No. 14239A. The Denver Water Department is considered to be a reliable water source.

State Engineer's Office Opinion

Based on the above and pursuant to Section 30-28-136(1)(h)(II), C.R.S., it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights, as long as the District provides water service to the proposed development and the amount of water provided to the development is adequate to meet the water requirements of the development.

The application indicates that stormwater will be treated in an on-site water quality pond that will then be discharged to an existing groundwater pond which was created prior to 1981 as the

result of sand and gravel mining operations, based on separate information provided by the Applicant. The applicant should be aware that any proposed detention pond for this Planned Development, must meet the requirements of a "storm water detention and infiltration facility" as defined in section 37-92-602(8), Colorado Revised Statutes, to have a rebuttable presumption that the facility does not cause material injury to vested water rights. The applicant should review DWR's Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado to ensure that the notification, construction and operation of the proposed structure meets statutory and administrative requirements. The applicant is encouraged to use Colorado Stormwater Detention and Infiltration Facility Notification Portal, located at

https://maperture.digitaldataservices.com/gvh/?viewer=cswdif, to meet the notification requirements. Since the Applicant has shown that the groundwater pond was created prior to 1981 as the result of sand and gravel mining operations the pond is exempt from the requirement to replace depletions resulting from groundwater evaporation. Such exemption is tied to the physical location of the pond as it existed prior to 1981. As such, even though groundwater is exposed in the pond, the pond and water quality pond may work as a storm water detention facility if it can satisfy the requirements of Section 37-92-602(8), including the time frames specified by the statute regarding the release or infiltration of the storm water. It is unclear from the Storm Drainage Report the calculations and data used regarding the time frame of the release or infiltration of the storm water and whether the proposed facility meets the requirements of the Section 37-92-602(8).

If the proposed storm water detention facility does not meet the requirements of Section 37-92-602(8), an augmentation plan would be required to replace depletions caused to the stream system by the out of priority storage of the storm water. Prior to further review of this proposal, the applicant must indicate how the proposed facility meets the requirement of Section 37-92-602(8).

Should you or the applicant have any questions, please contact Ailis Thyne at (303) 866-3581 x8216.

Sincerely, Joanna Williams, P.E. Water Resource Engineer

Ec: Subdivision File #25876

Name of Review: North Pecos Water & Sanitation District Comment by Russell Traska

This property is located outside NPWSD Boundaries and does not appear to negatively affect any of NPWSD system.

Russell M. Traska

District Manager North Pecos Water & Sanitation District 303-429-5770

Name of Review: Perl Mack HOA

Comment by Dan Micek

Libby

I would like to respond to the recent request for comments on the Berkley Shores Development. The residents of the Perl Mack area are quite a distance from that project. We have not and will not be directly impacted in any way by this project.

Therefore, we have no comment on this project directly. We only hope that the County follows the Comprehensive Plan that they have chosen to ignore or change at will to suit their needs. The County has also had a policy in place to list no response from general county stakeholders as a positive response. No response is simply no response. I am responding to this comment to only state that we are too removed to have a say in this manner.

Thank you for your time.

Sincerely, Dan Micek Perl Mack Neighborhood Group



ADAMS COUNTY FIRE RESCUE

FIRE PREVENTION BUREAU

To:	6300 Lowell, LLC	From:	Whitney Even					
Attn:	Susan Wade	Date:	12/23/19					
Subject:	PR2019-00019 – Berkley Shores – FDP and Final Plat							
Address:	63 rd Avenue and Lowell Boulevard, Denver, CO 80229 – Parcel 0182508200050							

To whom it may concern,

Adams County has requested review and comments of the documents submitted for PRC2019-00019. We have reviewed the attached plans for fire code compliance. At this time, we have the following comments:

General

- The 2018 International Fire Code is the current fire code adopted within the County and all development must be in compliance with its requirements. The 2018 IFC can be accessed online for free by going to <u>https://codes.iccsafe.org/public/document/IFC2018</u>. Amendments to this code can be located by going to <u>http://www.adcogov.org/sites/default/files/Ordinance%20No.%204_1.pdf</u>. The items to follow were discussed in the meeting and are specific to this project.
- 2. Please be aware that these comments are subject to change as more information is received or if there are changes to the plans during subsequent reviews.

Fire and Emergency Access

- 3. Fire apparatus access roads shall be a minimum of 24' wide or 26' when a hydrant is present or buildings exceed 30 feet in height. The access roads provided do not all appear to meet this requirement. Specifically, road section A-A and B-B show drive lanes that are less than 26' wide. The sidewalk and mountable curbs are not to be considered to be part of the 26' width. Please also make sure that the width of on street parking is also shown on the road sections if it will be allowed. The parking areas would be deducted from the drive lane when calculating the fire access road width.
- 4. Fire apparatus access roads shall be within 150' of all ground level exterior portions of the building. It does not appear as though this is provided for the north side of Units 7 through 32 or the south side of Units 73 through 85.
- 5. The plans show bollards to be installed on the east side of West 63rd Avenue. The preference would be an electric gate with Knox key switch. This option would allow for the most efficient response. Bollards take time to remove and may slow response. "No Parking Fire Lane" signs will need to be posted on both sides of the gate or other method of blocking this road. Signage will also be required stating that plowed snow cannot accumulate in this area at any time. Any proposed gates across fire access roads shall be provided with a Knox pad lock or key switch if electronic. For information on how to order this, please go to https://www.acfpd.org/plan-submittals.html.

Fire Hydrants

- 6. A fire hydrant shall be located within 400' (unsprinklered building) or 600' (fully sprinkled building) of all ground level exterior portions of the building.
- 7. The number and distribution of fire hydrants is based on the required fire flow. You may refer to Appendix C of the 2018 IFC for guidance. A minimum of 1,500 gpm will be needed. A water model showing that available fire flow will be met will need to be provided for review.
- 8. A 3-foot clear space shall be maintained around the circumference of fire hydrants and all hydrants subject to vehicle impact shall be provided with approved impact protection. Please make sure that this is considered when planning for landscaping.
- 9. Please be aware that the fire code does not specify building fire rating or set-back requirements. These are located within the building code and therefore out of our scope. This preliminary review does not approve anything covered under the building code. These requirements need to be verified with the County's Building and Planning Departments.

Fire Sprinklers

10. Multi-unit homes WILL require the installation of an approved automatic fire sprinkler system (regardless of size or availability of fire water flow) as required by Ordinance 12 and 4. The design and installation of these systems shall be in accordance with Section 903.3 of the 2018 IFC (or Section P2904 of the 2018 IRC if built under the IRC). Plan on sizing the domestic tap or separate fire lines accordingly depending on the design used.

<u>Other</u>

- 11. We highly recommend scheduling a meeting with us to go over the proposed plans and any questions you have. Please contact us to schedule.
- 12. Once site development plans (civil plans) are finalized they shall be submitted to us for review and permitting. These shall include at a minimum an overall dimensioned site plan, autoturn exhibit, grading plan, landscape plan, and utility plan.
- 13. After the site development plans are reviewed and approved, plans for all buildings and fire protection systems shall be submitted to us for review and permitting
- 14. All fees (permit and impact) shall be paid at time of permit pick-up.

Sincerely,

Whitney Even Fire Inspector Adams County Fire Rescue



Turning Performance Analysis

09/28/2017

Bid Number: 593 Department: Adams County Fire	Rescue		XT Chassis, PAP, PUC Platform 100', PUC, Alum Body			
			arameters:			
		In	side Cramp Angle:	40°		
			de Track:	82.92 in.		
	1		heel Offset:	5.30 in.		
1	en ser	Tr	ead Width:	17.50 in.		
Additional Bumper Depth	1		nassis Overhang:	68.99 in.		
	11	Axle Track Ad	iditional Bumper Depth:	16.00 in.		
			ont Overhang:	84.99 in.		
Chassis Overhang	TEV	Gramp Angle	heelbase:	277.50 in.		
	17	Tread Width	alculated Turning Radii:			
1 MA	XQ.	In	side Tum:	26 ft. 5 in.		
	///	Ci	urb to curb:	42 ft. 8 in.		
	1		all to wall:	49 ft. 0 in.		
Wheelbase		Way, Ci	omments:			
		Curb to Curb Turning Radius Inside Turning Radius				
	OptionID:	Option Description:	(1 N- D: 01000 H OL (A)	7005		
Axle, Front, Custom 0090913		Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Qtm/AXT/DCF				
Wheels, Front 0019618		Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot				
			Tires, Front, Goodyear, G296 MSA, 445/65R22.50, 20 ply			
			Bumper, 16" Extended, Steel Painted, Arrow XT			
	0592931	Aerial, 100' Pierce Platfor	m, 50 MPH Wind Rating, 150lb Ti	p Load Allowance		
Notes:						

Actual Inside cramp angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for 9.00 inch curb.

'n.

Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

Development Review Team Comments (2nd Review)

Date: 3/30/2019 Project Number: PRC2019-00019 Project Name: Berkley Shores FDP and Final Plat

Note to Applicant:

For submission of revisions to applications, a cover letter addressing each staff review comment must be provided. The cover letter must include the following information: restate each comment that requires a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is required.

Commenting Division: Development Services, Planning Name of Reviewer: Libby Tart Email: <u>Ltart@adcogov.org</u> / 720-523-6858

PLN1. REQUEST

a. Applicant is requesting to 1.) a Final Development Plan (FDP) for 89 single-family attached (72 units) and detached housing (17 units) on 9.73 acres; 2.) a Final Plat for 89 parcels and 18 tracts on 9.73 acres, 3.) a waiver from the County's Subdivision Design standards to allow for a modified street cross-section by 4-feet and a modification of the ROW by 2-feet, and 4.) a Subdivision Improvement Agreement (SIA).

PLN2. COMPREHENSIVE PLAN:

a. Site is designated as <u>Urban Residential.</u> Per Imagine Adams County, "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."

PLN3. SITE LOCATION/ ZONING:

- a. 6300 and 6330 Lowell Blvd./ 0182508209001, 0182508200050, 0182508200049
- b. The subject property is currently designated <u>R-1-C.</u>

Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco

BOARD OF COUNTY COMMISSIONERS

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4

Mary Hodge DISTRICT 5

PLN4. COMMENTS:

Overall Application Materials

4A. In the written explanation of the project document, please update the details indicating how the parking and landscape plans have changed. Also update the Improvements paragraph on Page 3. It appears in the third sentence there might be missing item of mention.

4B. Please update the plat and letter of explanation to show the garage tract changes and any other items that have been amended between the second submission and this review. Please communicate with one of our engineers to determine how these garages should be reflected in the plat. Right-of-Way indicates these cannot be included as a "tract" because they are a) a structure and b) will not be owned by the HOA. Staff recommends contacting our Right-of-Way agents to help with this matter – Ian Cortez is the Right-of-Way Supervisor and has volunteered to assist - ICortez@adcogov.org.

4C. Please ensure the applicant submits demolition permits for the remaining structures on site. This is in addition to any permits required from Tri-County Health on the asbestos matter.

4D. Based on the current comments from the engineer, it does not appear that a SIA has been submitted. Please work with Matt Emmens and Libby Tart on when and how this is submitted. Staff needs to have Finance and our Attorney review the SIA for content. The document should be submitted to staff in a Word format and not in .pdf. A public hearing will not be scheduled until the SIA draft is approved by staff. At present, the hearings are being held virtually on a Zoom platform.

4E. All future submittals must be electronic only and be submitted to the E-Permit Center: <u>epermitcenter@adcogov.org</u>.

Final Plat Materials.

4F. Please reference any of the engineering comments for further plat items.

4G. Comments for the FDP:

- a) Landscaping. The applicant indicated in a phone call that the landscaping is changing along the eastern edge of Lake Pomponio due to a grade change. Please submit an updated PUD that reflects this and an updated explanation that justifies the lack of ability to place trees in this area (i.e. grade) and how the applicant is mitigating this (i.e. applying additional trees elsewhere, providing tree equivilents, etc.). Currently, the Letter of Explanation references a discussion with Adams and the applicant about the matter at the end of Page 2.
- b) The "attorney" signature block is misspelled.

- c) Under the "notarial" signature, please remove the year "2018".
- d) Are the Minimum Site Area Calculations mentioned on page 7 accounting for the lack of trees that can be planted along the eastern edge of Lake Pomponio? It appears that the applicant is providing almost double the amount of shrub material. Is this provided to compensate for the 10 trees provided? Please offer an explanation for this in the letter of explanation. Staff supports the measure but needs documentation. Thanks!
- e) Page 9 does not appear that trees are provided in the townhome front yards but the typical landscape lot on Page 12 appears that a tree and three shubs will be provided. Please clarify which sheet is the correct one.
- f) Will the applicant be providing any common lighting for the open space areas? If so, please show this in the FDP.

Commenting Division: Development Services, Engineering:

Name of Review: Matt Emmens Email: MEmmens@adcogov.org

ENG1: Review completed. Applicants construction documents are being reviewed but, not yet approved. See attached document.

Commenting Division: Development Services, Right-of-Way and Addressing

Name of Review: Eden Steele Email. ESteele@adcogov.org

ROW1: The engineer reviewing the EGR case should also make sure the drainage, maintenance access, and possible sidewalk/public access easements presented on the plats match the approved construction documents. The ROW comments are subject to change if the public infrastructure improvements are still under review.

Commenting Division: Public Works Name of Review: Gordon Stevens Email. GStevens@adcogov.org/ 720-523-6965

The Adams County Dept. of Public Works has previously commented on this site. These comments were attached to the previous letter. If there is anything else that you should need, please do not hesitate to ask.

Adjacent Property Owner/Occupant Comments (Please note: applicant must provide responses to all comments):

No further comments have been received as of March 30, 2020.

Name of Review: Donna George with Xcel Energy

303-571-3306/donna.l.george@xcelenergy.com

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the second referral documentation for **Berkley Shores**, acknowledges the comment response, and advises the property owner/developer/contractor to continue working with the Advocate and Designer assigned to the project for approval of design details.

Additional easements may need to be acquired by separate document for new facilities.

Donna George Right of Way and Permits Public Service Company of Colorado dba Xcel Energy Office: 303-571-3306 – Email: <u>donna.l.george@xcelenergy.com</u>

Name of Review: Tri-County Health

Comment by Kathy Boyer Email/Phone: <u>kboyer@tchd.org</u> / 720-200-1585

Thank you for the opportunity to review and comment on the second submittal of a waiver of the subdivision standards, final development plan, and final plat for 89 single-family attached and detached homes located at 6300 Lowell Boulevard. Tri-County Health Department (TCHD) staff previously reviewed the has reviewed the application and responded in a letter dated December 31, 2019 with the comments included below. The applicant has responded to all TCHD comments. TCHD has no further comments.

Mosquito Control - Stormwater Facilities

The site plan indicates that a water quality pond is proposed. Ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here http://www.tchd.org/276/Mosquitoes-West-Nile-Virus. A guidance document is attached.

Vector Control – Building Demolition

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, saliva, or through rodent bites. For example, Hantavirus Pulmonary Syndrome (HPS), a rare but potentially lethal viral infection, can be found in the droppings and urine of rodents commonly found in southwestern United States. When buildings are demolished, rodents can spread to surrounding properties and increase the risk of vector exposure to humans. The applicant should plan for vectors and eliminate any known infestations prior to demolition. Information on rodent control can be found at <u>http://www.tchd.org/400/Rodent-Control</u>.

Air Quality – Building Demolition

The application indicates that the existing house and garage on the site will be demolished. The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions. State air quality regulations require that precautions be taken prior to demolition of buildings to evaluate the presence of asbestos fibers that may present a health risk. If asbestos is present, actions must be taken to prevent their release into the environment. State regulations also address control of ozone depleting compounds (chlorofluorocarbons) that may be contained in air conditioning or refrigerating equipment. The applicant shall contact the APCD at (303) 692-3100 for more information. Additional information is available at http://www.cdphe.state.co.us/ap/asbestos.

Buildings constructed prior to 1978 may contain lead paint. Environmental Protection Agency's (EPA) 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), aims to protect the public from lead-based paint hazards associated with renovation, repair and painting activities. These activities can create hazardous lead dust when surfaces with lead paint, even from many decades ago, are disturbed. More information can be found here https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules and https://www.epa.gov/lead. The applicant may contact, and the Environmental Protection Agency EPA at 1-800-424-5323 for more information.

On-Site Wastewater Treatment System (OWTS) – Abandonment

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment. Our records indicate the presence of an On-Site Wastewater Treatment System (OWTS) on the subject property. The existing OWTS shall be abandoned in accordance with Regulation No. O-17, Section 6.8. TCHD must be notified in writing once the system has been properly abandoned. For more information, or to submit the notification, the applicant may contact the TCHD Commerce City Office at 4201 E. 72nd Avenue, Suite D, (303) 288-6816. More information is available at http://www.tchd.org/269/Septic- Systems.

Community design to support walking and bicycling

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network. TCHD commends the applicant for including a network of sidewalks and a trail in the development.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions on TCHD's comments.

Tri-County Health Department Guidance for Preparation of Mosquito Control Plan A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. Activities that will be undertaken to prevent mosquito breeding conditions

This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions. The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

- Design review Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.
- Operation and maintenance activities:

This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.

• Regular inspections:

Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.

• Larvacide program:

Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet. Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

For Technical Assistance - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at mdeatric@tchd.org.

Name of Review: CDOT

Comment by Steve Loeffler Email/Phone: <u>steven.loeffler@state.co.us</u> / 303-757-9891 I have reviewed the latest referral for Berkley Shores, located at 6300 Lowell and have the following comments:

• Due to the change from providing direct access through to W. 63rd Ave. at Julian St and making this connection an emergency only access, the intersection of W. 63rd Ave. and Federal Blvd. will not be heavily impacted by this development and no additional permitting with CDOT will be required at this time.

• If at some point in the future the access through to W. 63rd Ave. at Julian St. is proposed to be a formal access point for this development, CDOT requests an opportunity to comment via the referral process.

Thank you for the opportunity to review this referral. Steve Loeffler Permits Unit- Region 1

Name of Review: Colorado Division of Water Resources

Comment by Joanna Williams/Ailis Thyne Phone: 303-866-3581x8246

We have reviewed the additional information received by this office on December 12, 2019 regarding the above referenced referral. The Applicant is proposing to create 89 parcels (single-family attached and detached housing) and 18 tracts on 9.726 acres. This office previously commented on this referral in a letter dated March 14, 2019 and May 15, 2019.

Water Supply Demand

A Water Supply Information Summary Sheet was not submitted; therefore, the water supply demand for this subdivision is was not identified.

Source of Water Supply

A letter from Crestview Water and Sanitation District ("District"), dated January 17, 2019, was provided. According to the letter the District is willing to provide treated water and sanitary sewer service to a possible development on parcel nos. 0182508200049, 0182508200049 and 0182508209001. The letter also states the District is willing to provide treated water and sanitary sewer service to the possible development under the condition that the land owner/developer install adequate water and sanitary sewer mains in accordance with District Rules and Regulations and engineering requirements if required by the District. The will serve letter did not specify the amount of water that would be provided to the development. According to our records, the District receives treated water on demand pursuant to Denver Water Distributor Contract No. 14239A. The Denver Water Department is considered to be a reliable water source.

State Engineer's Office Opinion

Based on the above and pursuant to Section 30-28-136(1)(h)(II), C.R.S., it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights, as long as the District provides water service to the proposed development and the amount

of water provided to the development is adequate to meet the water requirements of the development.

The application indicates that stormwater will be treated in an on-site water quality pond that will then be discharged to an existing groundwater pond which was created prior to 1981 as the result of sand and gravel mining operations, based on separate information provided by the Applicant. The applicant should be aware that any proposed detention pond for this Planned Development, must meet the requirements of a "storm water detention and infiltration facility" as defined in section 37-92-602(8), Colorado Revised Statutes, to have a rebuttable presumption that the facility does not cause material injury to vested water rights. The applicant should review DWR's Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado to ensure that the notification, construction and operation of the proposed structure meets statutory and administrative requirements. The applicant is encouraged to use Colorado Stormwater Detention and Infiltration Facility Notification Portal, located at

https://maperture.digitaldataservices.com/gvh/?viewer=cswdif, to meet the notification requirements. Since the Applicant has shown that the groundwater pond was created prior to 1981 as the result of sand and gravel mining operations the pond is exempt from the requirement to replace depletions resulting from groundwater evaporation. Such exemption is tied to the physical location of the pond as it existed prior to 1981. As such, even though groundwater is exposed in the pond, the pond and water quality pond may work as a storm water detention facility if it can satisfy the requirements of Section 37-92-602(8), including the time frames specified by the statute regarding the release or infiltration of the storm water. It is unclear from the Storm Drainage Report the calculations and data used regarding the time frame of the release or infiltration of the storm water and whether the proposed facility meets the requirements of the Section 37-92-602(8).

If the proposed storm water detention facility does not meet the requirements of Section 37-92-602(8), an augmentation plan would be required to replace depletions caused to the stream system by the out of priority storage of the storm water. Prior to further review of this proposal, the applicant must indicate how the proposed facility meets the requirement of Section 37-92-602(8).

Should you or the applicant have any questions, please contact Ailis Thyne at (303) 866-3581 x8216.

Community & Economic Development Department Development Services Division

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4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

Development Review Team Comments - 3rd Review

Date: 05/21/2020 Project Number: PRC2019-00019 Project Name: Berkley Shores SIA

Note to Applicant:

For submission of revisions to applications, a cover letter addressing each staff review comment must be provided. The cover letter must include the following information: restate each comment that requires a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal (internal only and should not require more than a week to review) is required per Engineering, Right-of-Way and Planning. The resubmittal needs to be checked in by the E-Permit/OneStop Counter at <u>epermitcenter@adcogov.org</u>. Please cc your Case Manager in the email to ensure she knows you have resubmitted. Since we are expecting that this will be the LAST and FINAL submittal, please submit all documents that are necessary for a BoCC staff report (i.e. updated letter of explanation, final plat, final development plan, mineral rights notice, etc.). The SIA is being reviewed separately since it was submitted at the time of this letter being collated.

Commenting Division: Development Services, Planning Name of Reviewer: Libby Tart Email: <u>Ltart@adcogov.org</u> / 720-523-6858

PLN1. REQUEST

a. Applicant is requesting 1.) a Final Development Plan (FDP) for 89 single-family attached (72 units) and detached housing (17 units) on 9.73 acres; 2.) a Final Plat for 89 parcels and 18 tracts on 9.73 acres, 3.) a waiver from the County's Subdivision Design standards to allow for a modified street cross-section by 4-feet and a modification of the ROW by 2-feet, and 4.) a Subdivision Improvement Agreement (SIA).

PLN2. <u>COMPREHENSIVE PLAN:</u>

a. Site is designated as Urban Residential. Per Imagine Adams County, "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

Eva J. Henry DISTRICT 1 BOARD OF COUNTY COMMISSIONERS

Charles "Chaz" Tedesco

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 Mary Hodge DISTRICT 5 of residential neighborhoods with a variety of housing types, with adequate urban services and transportation facilities."

PLN3. SITE LOCATION/ ZONING:

a. 6300 and 6330 Lowell Blvd./ 0182508209001, 0182508200050, 0182508200049 b. The subject property is designated PUD.

PLN4. COMMENTS:

- a. All PLN comments from the previous review were addressed. The following comments are new and just allow staff with the drafting of the staff report to dot the "i"s and cross the "t"s.
- b. Please note in the letter of explanation the waiver of street design standards that was separately applied for after the initial case review. It would be helpful to have all of this material bundled for the BoCC exhibits.
- c. Please update the letter of explanation to include the single-story, accessible townhome units of 568 s.f.
- d. On the fence exhibit, the zone district to the north is labeled incorrectly. This can be removed or correct it to reflect the zone district.
- e. The parking sheet on page 43 has a development summary that has "XX" boxes that need to be filled in.

*All corrections can be corrected offline through an email to the Project Manager. A complete set of documents should be available to the Project Manager to ensure we have all the material for the BoCC packet.

Commenting Division: Development Services, Engineering: Name of Review: Matthew Emmens Email: Memmens@adcogov.org / 720-523-6826

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0591H), Federal Emergency Management Agency, January 20, 2016. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

<u>Applicant Response</u>: Thank you <u>County Comment</u>: Comment Closed.

ENG2: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is within the County's MS4 Stormwater Permit area and the proposed development will disturb more than one (1) acres of ground. The applicant shall be responsible for preparing a Stormwater Management Plan (SWMP) using the Adams County ESC Template and obtaining both a County Stormwater Quality Permit (SWQ)

and State Permit COR400000. The installation of erosion and sediment control BMPs is expected for any ground disturbance. Applicant is responsible for providing stormwater quality for all areas of improvement, including roadway improvements.

Below is a link to the County SWQ Permit page:

http://www.adcogov.org/stormwater-quality-swq-permit-construction-activities <u>Applicant Response</u>: Noted.

County Comment: Comment Closed.

ENG3: LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS Section 9-01-03-14:

All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices such as:

- 1. On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater,
- 2. Minimization of Directly Connected Impervious Area (MDCIA),
- 3. Green Infrastructure (GI),
- 4. Preservation of natural drainage systems that result in the infiltration, evapotranspiration or use of stormwater to protect water quality and aquatic habitat.
- 5. Use of vegetation, soils, and roots to slow and filter stormwater runoff.
- 6. Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.
- 7. Treatment of stormwater flows as close to the impervious area as possible.

LID shall be designed and maintained to meet the standards of these Regulations and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3. <u>Applicant Response</u>: The site will incorporate a WQ pond.

Applicant Response: The site will incorporate a WQ pond.

<u>**County Comment</u>**: This comment has been addressed through the Engineering Review of the construction documents.</u>

Comment Closed.

ENG4: Sustainable Development Practices Section 3-27-06-05-07-08:

To the maximum extent practicable, new buildings are encouraged to incorporate one or more of the following features:

1. Opportunities for the integration of renewable energy features in the design of buildings or sites, such as: solar, wind, geothermal, biomass, or low-impact hydro sources;

2. Energy-efficient materials, including recycled materials that meet the requirements of these regulations;

3. Materials that are produced from renewable resources;

4. Low-Impact Development (LID) stormwater management features;

5. A green roof, such as a vegetated roof, or a cool roof;

6. Materials and design meeting the U.S. Green Building Council's LEED-NC certification requirements;

7. A greywater recycling system.

Applicant Response: Noted.

<u>County Comment</u>: This comment has been addressed through the Engineering Review of the construction documents. Comment Closed.

ENG5: 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 an Engineering Review is dependent on the type of project and/or the size of the project. The Development Review fee can be found in the Development Services Fee Schedule, located on the following web page: http://www.adcogov.org/one-stop-customer-center.

The applicant has submitted construction drawings for review. Those documents are not yet approved.

Applicant Response: Noted.

<u>**County Comment</u>**: This comment has been addressed through the Engineering Review of the construction documents.</u>

Comment Closed.

ENG6: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and, any roadway improvements as required by the approved traffic impact study.

<u>Applicant Response</u>: Noted. Improvements for Lowell and Julian Street are included in the CD's.

<u>**County Comment**</u>: This comment has been addressed through the Engineering Review of the construction documents.

Comment Closed.

ENG7: 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.

<u>Applicant Response</u>: The SIA will be submitted with the next round of documents. <u>County Comment</u>: The SIA has been submitted and is under review. See SIA review comments below. Comment Closed.

ENG8: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

Applicant Response: Noted.

County Comment: Comment Closed.

ENG9: The developer is responsible for the repair or replacement of any broken or damaged County infrastructure.

<u>Applicant Response</u>: Noted. <u>County Comment</u>: Comment Closed.

ENG10: The site plan shows the roadway connection to W 63rd Avenue being blocked by removable bollards. Bollards are not an acceptable barrier for closing this access. The barricade will need to meet all requirements of the Manual of Uniform Traffic Control Devices (MUTCD). The barrier will need to be moveable/removeable to allow for emergency access.

<u>Applicant Response</u>: The bollards have been replaced with a gate. The gate has been located to preserve the 26' clear required by fire and maintain pedestrian access.

<u>County Comment</u>: This comment has been addressed through the Engineering Review of the construction documents.

Comment Closed.

SIA Review

ENG11: Paragraph 8.A Remove the water quality pond from the "Public Improvements". This paragraph is for dedication of the public improvements only. The water quality pond will remain under the ownership of the developer/HOA.

ENG12: The Exhibit B has not been prepared properly. Per Section 5-02-04 of the Adams County Development Standards and Regulations, the collateral needs to include 20% for administration and an additional 5% per year for inflation. The following revisions will need to be made:

- 1. Add a date of completion to the Exhibit B
- 2. Remove the table on page 5 of 10.
- 3. At the bottom of the cost estimate, sum all the improvements. Then add 20% of that value for administration. Then add an additional 5% per year for inflation. The 5% per year should be calculated for the length of the project (i.e. if the project is expected to take 2 years to complete, 10% should be added).

ENG13: Include an exhibit of the site boundary with the Exhibit A legal description.

Right-of-Way Review

ROW1: Remove Note #16. This note would prevent the County from opening the Julian St connection. The County wants the ability to open the street at our discretion.

ROW2: A drainage and maintenance easement needs to be dedicated over the pond in Tract A. There also needs to be an access easement, a minimum of 20-feet wide, that allows the County access to the Detention and Maintenance easement.

*Staff is checking in with the Assessor's Office to ensure the handling of the separate garage units is adequate. We will return any comments with a separate email.

SIA –

The SIA was resubmitted on May 20th and will be under review with Legal, Finance and Engineering separately with a different review letter.

Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

Development Review Team Comments – 3rd Review

Date: 06/17/2020 Project Number: PRC2019-00019 Project Name: Berkley Shores FDP, Final Plat, Waiver, and SIA Comments

Note to Applicant:

Please resubmit the SIA correction via email to Laura Garcia and Matt Emmens. Aside from this correction, the other items that will be required prior to the public hearing are listed in comment PLN4 and are due by Tuesday, July 7th. Please cc your Case Manager in the email to ensure she knows you have resubmitted.

Commenting Division: Development Services, Planning Name of Reviewer: Libby Tart Email: <u>Ltart@adcogov.org</u> / 720-523-6858

PLN1. REQUEST

a. Applicant is requesting 1.) a Final Development Plan (FDP) for 89 single-family attached (72 units) and detached housing (17 units) on 9.73 acres; 2.) a Final Plat for 89 parcels and 18 tracts on 9.73 acres, 3.) a waiver from the County's Subdivision Design standards to allow for a modified street cross-section by 4-feet and a modification of the ROW by 2-feet, and 4.) a Subdivision Improvement Agreement (SIA).

PLN2. COMPREHENSIVE PLAN:

a. Site is designated as Urban Residential. Per Imagine Adams County, "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."

PLN3. SITE LOCATION/ ZONING:

a. 6300 and 6330 Lowell Blvd./ 0182508209001, 0182508200050, 0182508200049

b. The subject property is designated PUD.

PLN4. COMMENTS:

- a) Please work through the SIA correction for Finance/Engineering
- b) Please ensure you have the following items brought or sent into the Community and Economic Development Department on or before Tuesday, July 7, 2020:

Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco

BOARD OF COUNTY COMMISSIONERS

Emma Pinter DISTRICT 3 Steve O'Dorisio

Mary Hodge DISTRICT 5

- □ Final FDP Sheet Set (2 copies signed and notarized)
- □ Final Plat Sheet Set (2 copies signed and notarized)
- □ PLD Fees preferably separate school v. parks checks)
- □ Full SIA Document three copies, signed and notarized
- □ Collateral for the SIA (letter of credit, etc.)
- □ Additional Copy Fees (if applicant wants a printed copy of the executed FDP or Final Plats) as defined by the Clerk and Recorder's attachment.

Commenting Division: Development Services, Engineering: Name of Review: Matthew Emmens Email: Memmens@adcogov.org / 720-523-6826

ENG1: Engineering doesn't need anything further for the hearings. The applicant resubmitted their Construction Plans on 6/16/20 and it is under review.

SIA Review

ENG1: The total for the Exhibit B is incorrect. The 5% interested should be added to the subtotal of the improvements and the 20% administration cost. Currently the Exhibit B is only adding the 5% interest to the subtotal of the improvements.

Commenting Division: Finance: Name of Review: Laura Garcia Email: Lgarcia@adcogov.org FIN1: I calculated the collateral as \$532,065.87. See the attached spreadsheet.

From:	Whitney Even
То:	Libby Tart
Subject:	ACFR Referral Comments - PRC2019-00019 - Berkley Shores FDP and Final Plat
Date:	Monday, December 23, 2019 11:17:58 AM
Attachments:	image001.png
	ACFR Comments 12.23.19 - PRC2019-00019 - Berkley Shores FDP and Final Plat.pdf

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

Good morning,

Please see our comments attached to this email. Thank you!



Whitney Even Adams County Fire Rescue 7980 Elmwood Lane Denver, CO 80221 O: 303-539-6802 C: 720-505-7146



ADAMS COUNTY FIRE RESCUE

FIRE PREVENTION BUREAU

To:	6300 Lowell, LLC	From:	Whitney Even					
Attn:	Susan Wade	Date:	12/23/19					
Subject:	PR2019-00019 – Berkley Shores – FDP and Final Plat							
Address:	63 rd Avenue and Lowell Boulevard, Denver, CO 80229 – Parcel 0182508200050							

To whom it may concern,

Adams County has requested review and comments of the documents submitted for PRC2019-00019. We have reviewed the attached plans for fire code compliance. At this time, we have the following comments:

General

- The 2018 International Fire Code is the current fire code adopted within the County and all development must be in compliance with its requirements. The 2018 IFC can be accessed online for free by going to <u>https://codes.iccsafe.org/public/document/IFC2018</u>. Amendments to this code can be located by going to <u>http://www.adcogov.org/sites/default/files/Ordinance%20No.%204_1.pdf</u>. The items to follow were discussed in the meeting and are specific to this project.
- 2. Please be aware that these comments are subject to change as more information is received or if there are changes to the plans during subsequent reviews.

Fire and Emergency Access

- 3. Fire apparatus access roads shall be a minimum of 24' wide or 26' when a hydrant is present or buildings exceed 30 feet in height. The access roads provided do not all appear to meet this requirement. Specifically, road section A-A and B-B show drive lanes that are less than 26' wide. The sidewalk and mountable curbs are not to be considered to be part of the 26' width. Please also make sure that the width of on street parking is also shown on the road sections if it will be allowed. The parking areas would be deducted from the drive lane when calculating the fire access road width.
- 4. Fire apparatus access roads shall be within 150' of all ground level exterior portions of the building. It does not appear as though this is provided for the north side of Units 7 through 32 or the south side of Units 73 through 85.
- 5. The plans show bollards to be installed on the east side of West 63rd Avenue. The preference would be an electric gate with Knox key switch. This option would allow for the most efficient response. Bollards take time to remove and may slow response. "No Parking Fire Lane" signs will need to be posted on both sides of the gate or other method of blocking this road. Signage will also be required stating that plowed snow cannot accumulate in this area at any time. Any proposed gates across fire access roads shall be provided with a Knox pad lock or key switch if electronic. For information on how to order this, please go to https://www.acfpd.org/plan-submittals.html.

Fire Hydrants

- 6. A fire hydrant shall be located within 400' (unsprinklered building) or 600' (fully sprinkled building) of all ground level exterior portions of the building.
- 7. The number and distribution of fire hydrants is based on the required fire flow. You may refer to Appendix C of the 2018 IFC for guidance. A minimum of 1,500 gpm will be needed. A water model showing that available fire flow will be met will need to be provided for review.
- 8. A 3-foot clear space shall be maintained around the circumference of fire hydrants and all hydrants subject to vehicle impact shall be provided with approved impact protection. Please make sure that this is considered when planning for landscaping.
- 9. Please be aware that the fire code does not specify building fire rating or set-back requirements. These are located within the building code and therefore out of our scope. This preliminary review does not approve anything covered under the building code. These requirements need to be verified with the County's Building and Planning Departments.

Fire Sprinklers

10. Multi-unit homes WILL require the installation of an approved automatic fire sprinkler system (regardless of size or availability of fire water flow) as required by Ordinance 12 and 4. The design and installation of these systems shall be in accordance with Section 903.3 of the 2018 IFC (or Section P2904 of the 2018 IRC if built under the IRC). Plan on sizing the domestic tap or separate fire lines accordingly depending on the design used.

<u>Other</u>

- 11. We highly recommend scheduling a meeting with us to go over the proposed plans and any questions you have. Please contact us to schedule.
- 12. Once site development plans (civil plans) are finalized they shall be submitted to us for review and permitting. These shall include at a minimum an overall dimensioned site plan, autoturn exhibit, grading plan, landscape plan, and utility plan.
- 13. After the site development plans are reviewed and approved, plans for all buildings and fire protection systems shall be submitted to us for review and permitting
- 14. All fees (permit and impact) shall be paid at time of permit pick-up.

Sincerely,

Whitney Even Fire Inspector Adams County Fire Rescue



Turning Performance Analysis

09/28/2017

Bid Number: 593 Department: Adams County Fire	Rescue		row XT Chassis, PAP, PUC rial, Platform 100', PUC, Alum Body	
populational flacing sound find			Parameters:	
			Inside Cramp Angle:	40°
		and the second s	Axle Track:	82.92 in.
	1	1000	Wheel Offset:	5.30 in.
1	-		Tread Width:	17.50 in.
Additional Bumper Depth	1		Chassis Overhang:	68.99 in.
Kundena Bumper Deput	6	Axle Track	Additional Bumper Depth:	16.00 in.
	The	Wheel Offset	Front Overhang:	84.99 in.
Chassis Overhang	TE	-Cramp Angle	Wheelbase:	277.50 in.
chassis overnang	17	Tread Width	Calculated Turning Radii:	
1 MAN	X		Inside Turn:	26 ft. 5 in.
	1	1000 million	Curb to curb:	42 ft. 8 in.
	11	1	Wall to wall:	49 ft. 0 in.
		Way	Comments:	
		Curb to Curb Turning Radius Inside Turning Radius		
	ptionID:	Option Description:		TIDOF
and i rand second	090913		TAK-4, Non Drive, 24,000 lb, Qtm/AX	
	019618		22.50" x 13.00", Aluminum, Hub Pilot	
and a server of the server of	582746		ar, G296 MSA, 445/65R22.50, 20 ply	
Bumpers 0	606536	Bumper, 16" Extende	d, Steel Painted, Arrow XT	
Aerial Devices 0	592931	Aerial, 100' Pierce Pla	atform, 50 MPH Wind Rating, 150lb Ti	p Load Allowance

Actual Inside cramp angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for 9.00 inch curb.

'n.

Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 Fax 720.523.6967

Request for Comments

Case Name: Berkley Shores Final Development Plan (FDP) and Final Plat Case Number: PRC2019-00019

December 13, 2019

Adams County Planning Commission and the Board of County Commissioners are requesting comments on the following requests:

A Final Development Plan (FDP) for 89 single-family attached (72 units) and detached housing (17 units) units on 9.73 acres; and
 A Final Plat for 89 parcels and 18 tracts on 9.73 acres.

The Assessor's Parcel Numbers are: 0182508200049, 0182508200050, 018250829001

Applicant Information:	6300 Lowell, LLC
	2100 Downing Street
	Denver, CO 80205

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216. (720) 523-6858 by **Friday, January 3, 2020** 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 <u>Ltart@adcogov.org</u>.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

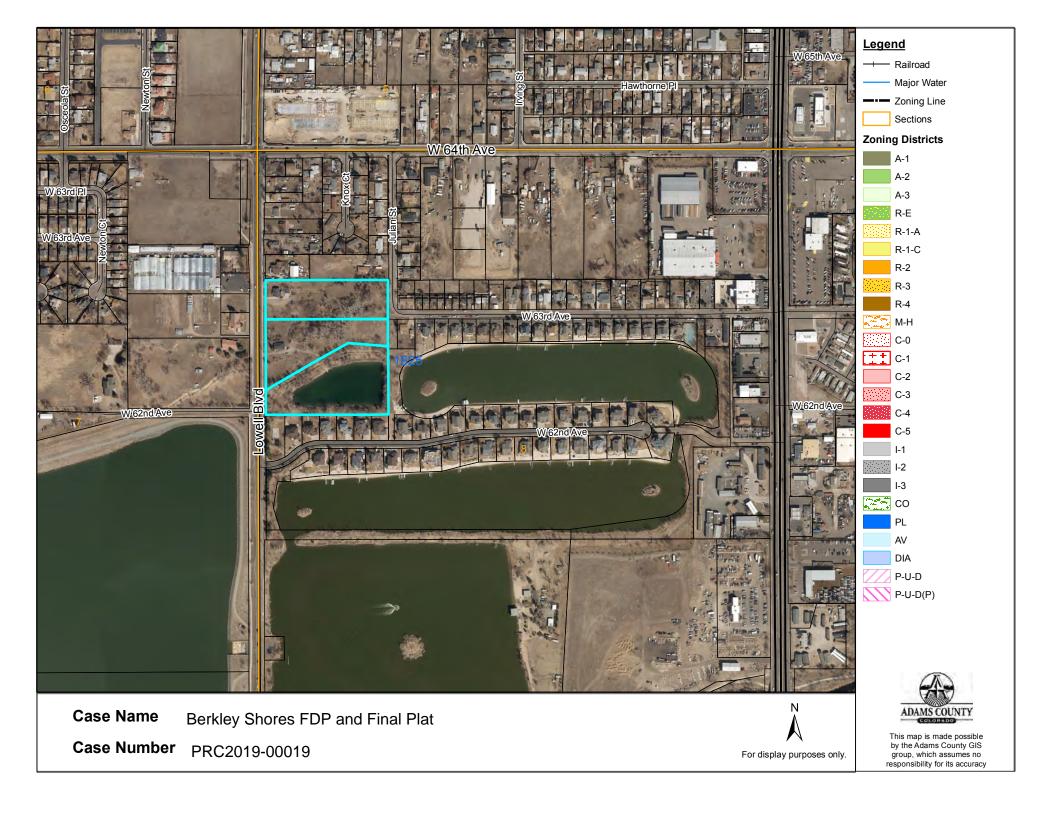
Part, AICP

Libby Tart, AICP Case Manager

Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco DISTRICT 2

BOARD OF COUNTY COMMISSIONERS

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 Mary Hodge DISTRICT 5





720.283.6783 Office 1500 West Canal Court Littleton, Colorado 80120 **REDLAND.COM**

November 27, 2019

Ms. Libby Tart Adams County 4430 S. Adams County Pkwy Brighton, CO 80601

Re: Berkley Shores Final Development Plan and Final Plat

Dear Libby:

We are pleased to submit this memo and associated documents on behalf of our Client, Highland Development Company, for a formal request to consider approval of a Final Development Plan and Final Plat for the Berkley Shores project. This letter provides an overview of the project application and submittal documents.

Site Context/Existing Conditions

Berkley Shores consists of approximately 9.73 acres and is an in-fill parcel located east of Lowell Blvd. between W. 62nd Ave. and W. 63rd Ave. The sites naturally occurring and County designated characteristics include:

- The current zoning for the property is Planned Unit Development, approved on September 17th, 2019.
- Adams County 2012 Future Land Use Map identifies this property as Urban Residential.
- Existing residential neighborhoods are located on the east and south boundaries: Aloha Beach and Lake L'Nor at Aloha Beach.
- Lowell Blvd. offers direct vehicular access as well as utility connections from W 63rd Avenue.
- The property is within close proximity to three Light Rail Stations: Clear Creek/Federal Station and 60th and Sheridan/Arvada Gold Strike Station on the Gold Line to the south and Westminster Station on the B Line to the north.
- The site contains the existing two-acre Lake Pomponio and a segment of the Manhart Ditch.
- The existing sanitary sewer main and easement for Crestview Water and Sanitation District traverses the property.

Applicant:

HDC 6300 Lowell Boulevard, LLLP is the formal applicant. 6300 Lowell, LLC is an entity managed by Highland Development Company, a local development company that entitles land and participates in select, strategic real estate development opportunities along the Front Range. Recent projects include West Line Village in Lakewood, First & Washington and The Brownstone in Golden, and Mayfair Row and Wrigley on Penn in Denver.



Public Outreach:

A neighborhood meeting was held on August 28th, 2018 at the Francis M. Day Elementary School. As part of the PDP approval, we have held two additional neighborhood meetings to continue communications with the surrounding neighbors. The first of the two additional meetings was held on September 23rd, 2019 and the second meeting was on November 18th, 2019 at the Francis M. Day Elementary School.

Further topics of discussions include:

Traffic – We are no longer providing direct access through to W. 63rd Avenue. We will provide emergency access only via removable bollards.

Density – The number of units has been reduced during the design process from an earlier concept plan 91 units to the current plan with 89 units for a gross density of 9.1 dwelling units /acre. The density of the development is appropriate for the site within the context of the Urban Residential goals out lined in 2012 Adams County Comprehensive plan. The proposed density limits the fiscal impacts on the county by utilizing existing services in the area, as well as proximity the three new RTD light rail and commuter stations within a one mile radius of the site. In addition to reduced fiscal impacts, the density provides the opportunity to provide a diversity of housing products at varying price points.

Height – Four single-story accessible units have been added as end units to the three-story single family attached product along 63rd Avenue. This allows a for height transition to the three-story product and provides another important housing option for the market.

Description of Application:

Final Development Plan

The Berkley Shores neighborhood will offer a variety of housing options from Single-family Attached to Single-family Detached to encourage a broad spectrum of residents and buyers. The neighborhood will be developed in phases based on a logical and cost-effective manner.

Proposed Housing Product

The Berkley Shores neighborhood will provide up to 89 homes with two housing types; Single-family Detached ranging from 1,500 SF to 1,900 SF and Single-family Attached ranging from 1,200 SF to 1,550 SF. The majority of the housing options will be rear-loaded floor plans creating an enhanced street scene by eliminating the garage doors from the front facades. The Single-family Detached homes will be two (2) story units and the Single-family Attached homes will be a combination of one (1), two (2) and three (3) story units. The architectural design will utilize rich colors, textures, and materials to support a fresh Colorado rustic inspired residential concept. The homes will celebrate a strong indoor and outdoor connection with porches, patios, and balconies.

Open Space

With the Urban Residential designation, open space becomes an important neighborhood feature for future residents. The approved PDP requirements for forty (40) percent open space, with a minimum 25% active open space have been met. The neighborhood open space requirement is satisfied with preservation of Lake Pomonio which creates a strong visual connection along Lowell Blvd., a lake edge trial system and several key internal pedestrian connections. The primary amenity area will be situated west of Lake Pomponio with trails, benches, open play, small climbing structure, raised garden beds and access to the lake edge. The primary site amenity will serve as active open space



as well as the walks throughout the community. Several Single-family Detached homes take advantage of the lake amenity with front porches/patios facing the lake edge.

Natural Resource Conservation Overlay

The Natural Resource Conservation Overly is located along Lowell Blvd. and surrounds Lake Pomponio. The proposed neighborhood development proposes to preserve the Lake Pomponio portion as open space and impact less than one (1) acre along Lowell Blvd. The active open space and pocket park sits within a portion of the NRCO.

Improvements

The site terrain slopes from north to south, the site layout and architectural design will help terrace down the existing grade change. Improvements to Lowell Blvd., W. 63rd Ave., and Julian St. will be part of the neighborhood design. The Manhart Ditch will be piped through the property and the existing Crestview sanitary sewer main will be relocated. On-site stormwater will be treated in a water quality pond and discharged to the existing lake. Lake Pomponio is the property's historic outfall and will provide any required detention.

Final Plat

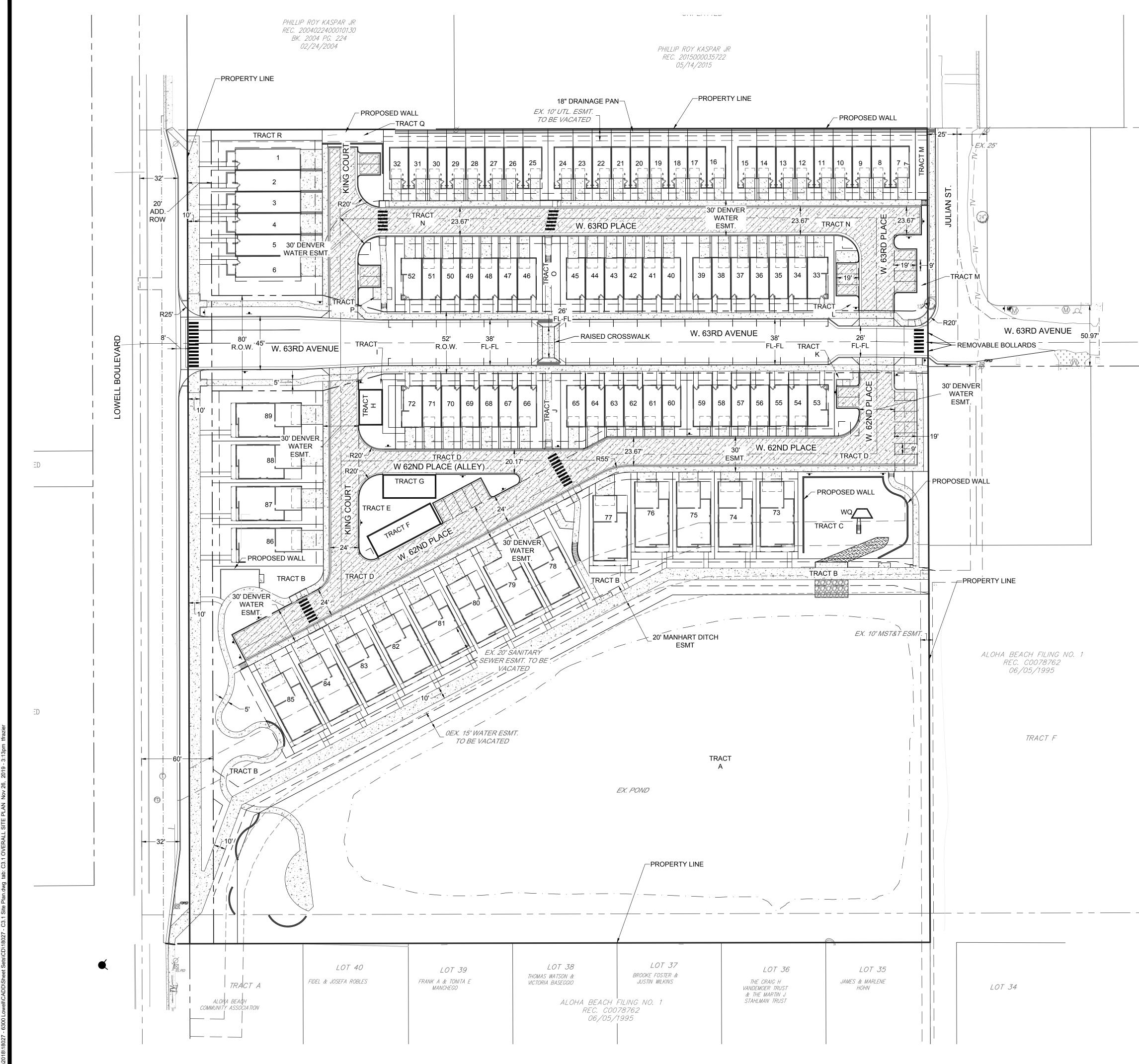
A draft of the final plat for the project has been included. The final plat details the ROW dedication, lot sizes, private tracts and existing easements that will be remain or be vacated. Proposed easements for utilities will be identified on the final plat.

We look forward to working closely with the Adams County staff during the review and approval process for Berkley Shores neighborhood applications. Please let us know if you have any questions or need additional information.

Sincerely,

Had Susan Wade, PLA

Susan Wade, PL/ Senior Planner



EXISTING LEGEND

 PROPERTY LINE
 — R.O.W.
 – LOT LINE
 - EASEMENT
 — EDGE OF PAVEMEN
 CURB AND GUTTER

PROPOSED LEGEND

 PROPERTY LINE
 R.O.W.
 LOT LINE
 EASEMENT
 CURB AND GUTTER

+ + + + + + + + + + + + + + + + + + +

□-• ■ STREET LIGHTS

LANDSCAPE AREA

ASPHALT PAVEMENT

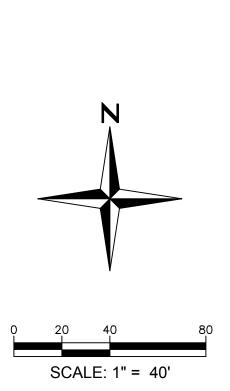
CONCRETE PAVEMENT

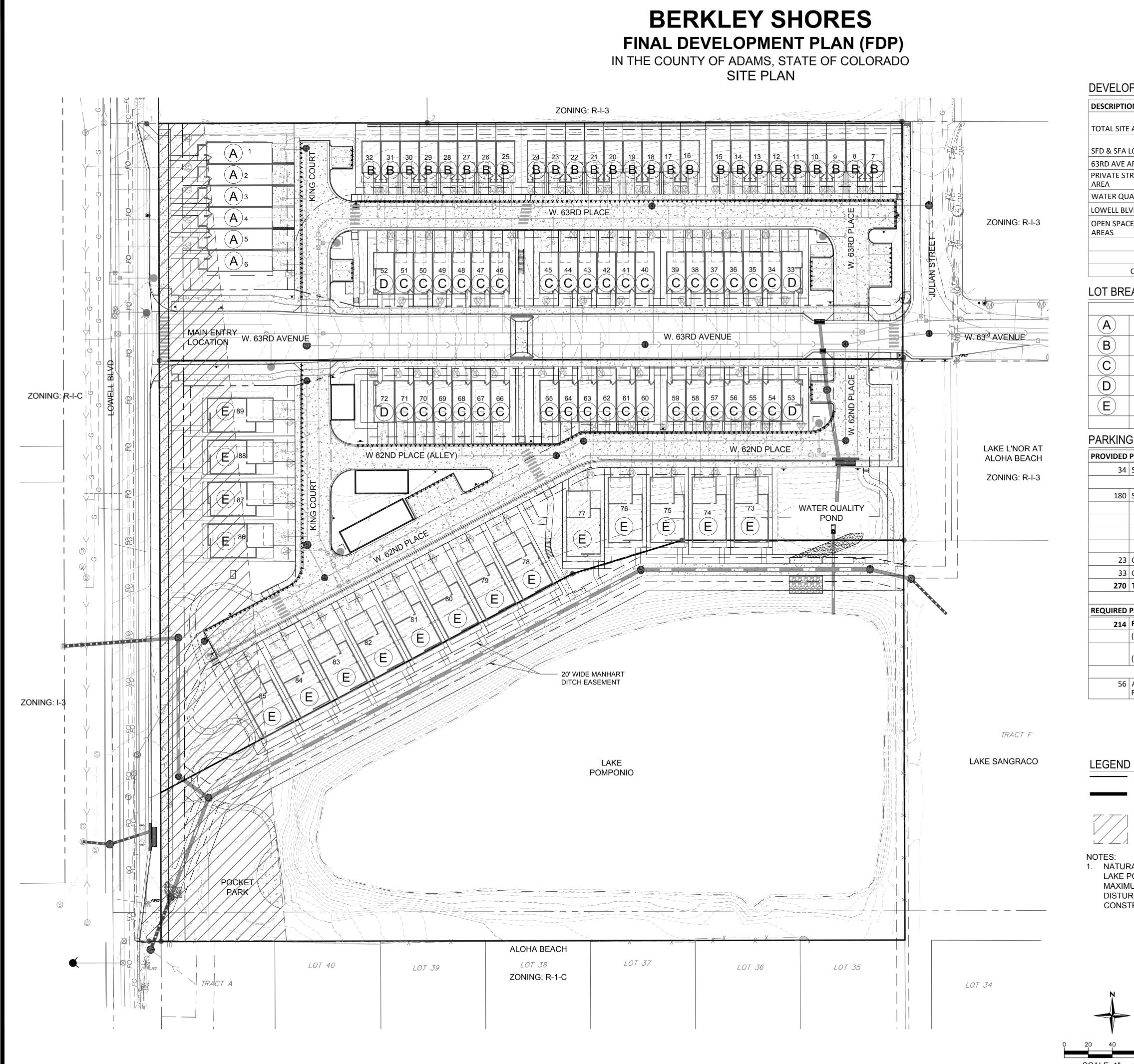
CONCRETE SIDEWALK

NOTE:

- 1. REFER TO C1.4 FOR STREET SECTIONS.
- 2. FOOTPRINTS ARE FOR REFERENCE ONLY. REFER TO ARCHITECTURAL PLANS FOR BUILDING DETAILS.

Date Date Date Date Date Date Date Date
BATE V SHORES DATE NO. USTRUCTION DOCUMENTS INI INI VISTRUCTION DOCUMENTS INI INI ALL SITE PLAN INI INI
SERKLEY SHORES ISTRUCTION DOCUMENTS RALL SITE PLAN
BERKLEY SHORES CIVIL CONSTRUCTION DOCUMENTS OVERALL SITE PLAN





SCALE: 1" = 40'

DEVELOPMENT SUMMARY

IPTION	PROVIDED
SITE AREA	423,658 SF (9.73 AC)
SFA LOT AREA	131,260 SF (3.01 AC)
AVE AREA	34,580 SF (0.79 AC)
TE STREET & PARKING	
	56,850 SF (1.31 AC)
R QUALITY	7,035 SF (0.16 AC)
LL BLVD DEDICATION	12,623 SF (0.31 AC)
SPACE & LANDSCAPE	
	181,310 SF (4.14 AC)
ACTIVE	43,850 SF (1.01 AC)
LAKE	88,720 SF (2.04 AC)
COMMON	47,740 SF (1.10 AC)

LOT BREAK DOWN

LOT TYPE	QUANTITY
SINGLE FAMILY ATTACHED 2-STORY REAR LOADED	6
SINGLE FAMILY ATTACHED 3-STORY FRONT LOADED	26
SINGLE FAMILY ATTACHED 3-STORY REAR LOADED	36
SINGLE FAMILY ATTACHED 1-STORY ACCESSIBLE UNIT	4
SINGLE FAMILY DETACHED REAR LOADED	17
TOTAL	89

PARKING COUNT

IDED	PARKING			
34	SFD SPACES			
180	SFA SPACES	5		
	131	ON-LOT & APRON		
	12	PARKING BAYS		
	24	ON-STREET		
	13	GARAGES		
23	GUEST SPACES - COMMON			
33	GUEST SPACES			
270	TOTAL PARKING SPACES			
IRED PARKING				
214	REQUIRED MINIMUM PARKING SPACES			
	(SFD: 2 SPA	CES REQUIRED PER BUILDING 17 x 2= 34)		
	(SFA: 2.5 SF	PACES REQUIRED PER BUILDING 72 x 2.5= 180)		

REQUIREMENT

56 ADDITIONAL PARKING SPACES PROVIDED BEYOND

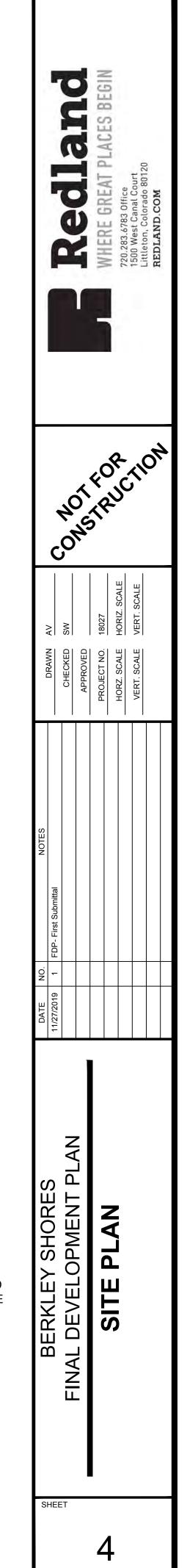
PROPERTY LINE

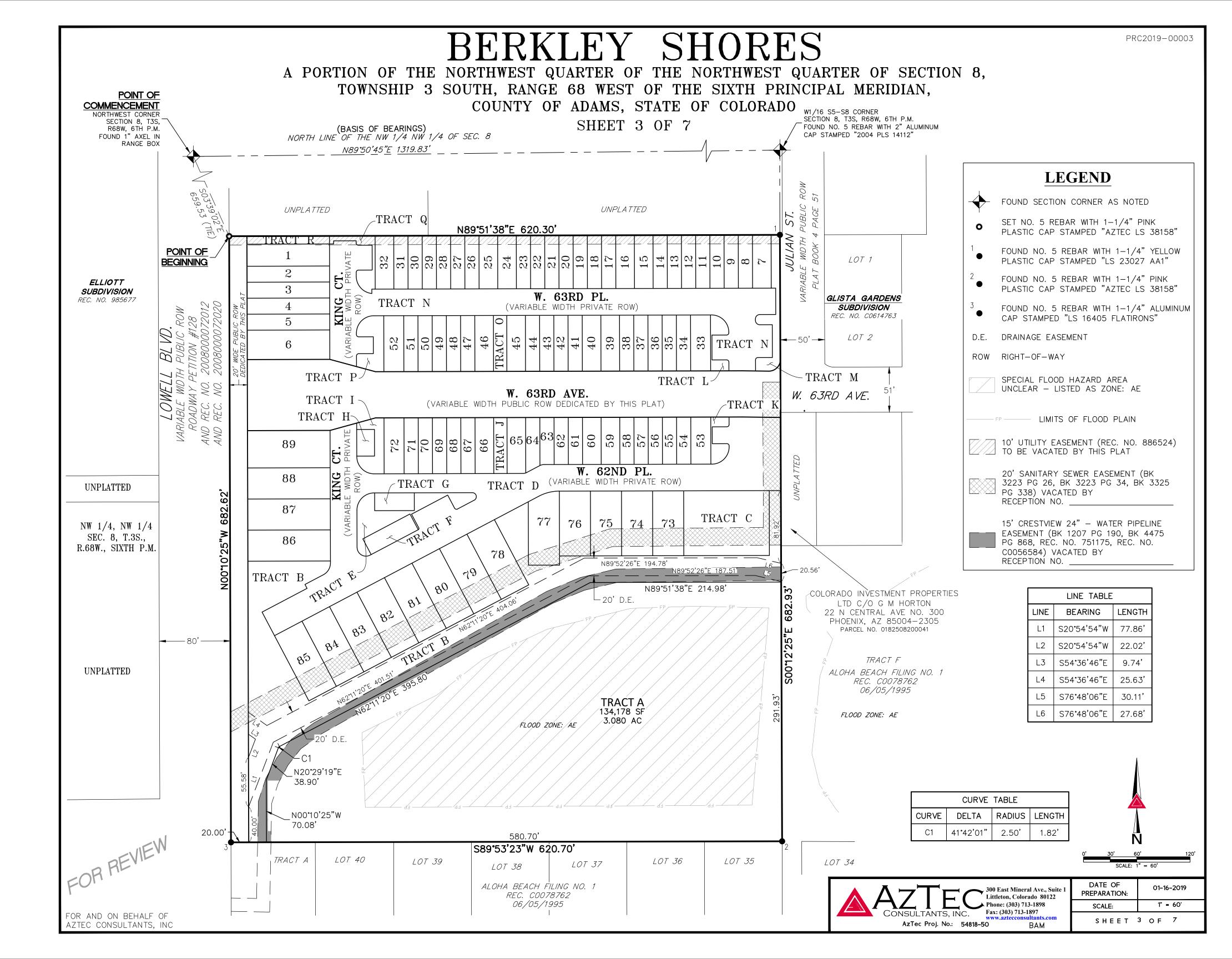
PARCEL/TRACT BOUNDARY



NATURAL RESOURCE CONSERVATION BOUNDARY (NRCO)

1. NATURAL RESOURCES CONSERVATION BOUNDARY (NRCO) IS LOCATED ALONG LOWELL BLVD AND LAKE POMPONIO. THE NEIGHBORHOOD DEVELOPMENT WILL IMPACT LESS THAN THE ONE (1) ACRE MAXIMUM REQUIREMENT IN SECTION 3-38, REQUIRING NO RESOURCE REVIEW. MINOR DISTURBANCES AROUND LAKE FOR CLEAN UP, CREATION OF TRAIL/ PATH AND OUTFALL CONSTRUCTION SHALL BE ALLOWED.







720.283.6783 Office 1500 West Canal Court Littleton, Colorado 80120 **REDLAND.COM**

Fire Protection Report Berkley Shores

Prepared for: Highland Development Company, LLC 2100 Downing Street Denver, CO 80205 (720) 642-7310 voice Contact Mr. Paul Malone

Prepared by:

Redland 1500 W Canal Court Littleton, Colorado 80120 (720) 283-6783 voice

November 21, 2019 Project No. 18027.00



November 21, 2019

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General Location and Description

INTRODUCTION

This Fire Protection report presents a summary addressing access water supply and associated apparatus for fire protection for the proposed Berkley Shores project, hereafter referred to as the Site.

Site Location

The Site is located in the Northwest Quarter of Section 8, Township 3 South, Range 66 West of the 6th Principal Meridian, Adams County, Colorado. The Site is south of W. 64th Ave., east of Lowell Boulevard, north of W. 62nd Ave., and west of the Lake Sangraco.

Site Description

The existing site encompasses approximately 9.73 acres and is split into two lots. Native grasses and weeds currently cover the site. The site slopes at about 1%-6% to the southeast, towards the Manhart Ditch. There is an existing irrigation ditch (Manhart Ditch) located on the south side of the site that flows to the east to Lake Sangraco. There are two existing homes and outbuildings located at the north end of the site which will be removed.

The property is proposed to be a residential development with single family homes and townhomes. There will be 74 townhome units and 17 single family detached lots. W.63rd Ave will continue through the site and connect to Lowell Blvd. and private drives will serve the lots. A water quality pond will be built at the southeast corner of the site and discharge into the existing lake. The existing lake at the southeast corner of the site will remain.

Emergency Access

Fire Access Roads

Fire apparatus access road widths meeting the requirements of the International Fire Code (2018 Edition) are proposed throughout the development to provide access to proposed buildings/structures on the Site. Public and Private roads have been designed to meet these requirements to access all portions of the proposed buildings within 150 feet of the exterior walls measured to the first story of the building as required per the fire code. Please refer to Appendix B for the proposed street sections that are consistent with the Administrative Agreement / Development Agreement (AADA)).

In accordance with the 2018 International Fire Code as adopted by Adams County section 503.2.4, all on-site roads and entrances to the development will be designed to provide adequate turning radii and conform to minimum turning radii requirements per Adams County Standards and Specifications. Fire access exhibits will be prepared and submitted with future Final Development Plan (FDP) submittals. These exhibits will utilize the ladder truck



dimensions and turning radius information provided by the Adams County Fire Protection District to provide adequate turning radii for fire trucks. These exhibits will be prepared using "AutoTurn" software.

Dead Ends

Dead-End fire apparatus access roads in excess of 150 feet in length will be designed with a minimum 60-foot turn around and 120-foot hammerhead in accordance with section D103.4 of the Fire Code. There are no dead ends proposed over 500 feet in length. Dead ends in excess of 150 feet where fire apparatus access has not been provided within proposed private alleys meet the 150 distance requirement from the surrounding or adjacent public street which meets the fire access requirement.

Table D103.4 Requirements for Dead-End Fire Apparatus Access Roads

Please be aware that the minimum fire access road width is 24 feet as amended by Ordinance 4.

Width	Turnarour	nds Required				•	
(feet)			C.	\dots	Ĵ	\dots	ىب
20	None Req	uired					
20	120-foot	Hammerhead,	60-foc	ot "Y"	or	96-foot	
	diameter	cul-de-sac in acc	ordance	e with fi	gure	D103.1	
26	120-foot	Hammerhead,	60-foc	ot "Y"	or	96-foot	
	diameter	cul-de-sac in acc	ordance	e with fi	gure	D103.1	
Special Approval Re	equired						
-	(feet) 20 20 26	(feet)None Req20120-foot20120-foot26120-foot	(feet)None Required20None Required20120-foot Hammerhead, diameter cul-de-sac in acc26120-foot Hammerhead, diameter cul-de-sac in acc	(feet)None Required20None Required20120-foot Hammerhead, 60-foo20120-foot Hammerhead, 60-foo26120-foot Hammerhead, 60-foodiameter cul-de-sac in accordancediameter cul-de-sac in accordance	(feet)None Required20None Required20120-foot Hammerhead, 60-foot "Y" diameter cul-de-sac in accordance with fi26120-foot Hammerhead, 60-foot "Y" diameter cul-de-sac in accordance with fi	(feet)None Required20None Required20120-foot Hammerhead, 60-foot "Y" or diameter cul-de-sac in accordance with figure26120-foot Hammerhead, 60-foot "Y" or diameter cul-de-sac in accordance with figure	(feet)Kurrent20None Required20120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with figure D103.126120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with figure D103.1

The project does propose a closure of W 63rd Avenue at Julian Street. This will be achieved via removable bollards or a gate with knox box. This location will act as a second point

Aerial Apparatus Access

Per the International Fire Code as amended (section 503.2.1.1), buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with at least one approved fire apparatus access road capable of accommodating fire department aerial apparatus during firefighting operations. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway. Per the International Fire Code as amended (Section 503.2.1.1.1), designated aerial fire apparatus access roadways providing aerial fire apparatus access will have a paved width of 30 feet (including mountable curb and walk) and unobstructed width of at least 26 feet in accordance with the code.

Per the International Fire Code as amended (503.2.1.1.2), the centerline of designated aerial fire apparatus access roads shall be located no less than 15 feet from the roofline of the building, and shall be positioned parallel to the longest side of the building unless as

The preference would be an electric gate with Knox key switch. This option would allow for the most efficient response. Bollards take time to remove and may slow response. "No Parking - Fire Lane" signs will need to be posted on both sides of the gate or other method of blocking this road. Signage may also be required stating that plowed snow can not accumulate in this area as well.



otherwise approved. The maximum distance shall allow a 65 – foot ladder to reach the roof of the building, where the base of the ladder is 8 feet above the ground.

Access Signage

Fire apparatus access roads will be permanently signed and/or marked "NO PARKING-FIRE LANE" in accordance with MUTCD/traffic standards and the following specifications:

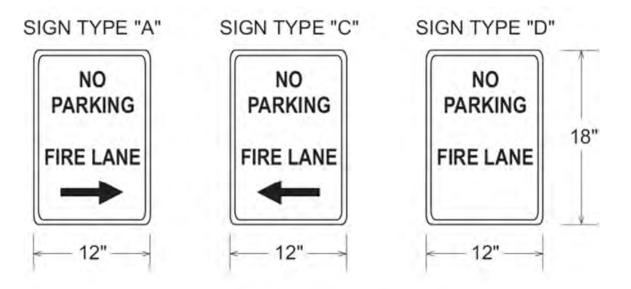


FIGURE D103.6 FIRE LANE SIGNS

- A. There will be no parking for a distance of 15 feet on either side of a fire hydrant.
- B. Access roads less than 26 feet wide will be marked as fire lanes on both sides of the road.
- C. Access roads at least 26 feet wide but less than 32 feet wide will have at least one side of the road marked as a fire lane.

Water Supply and Distribution

Water Service Provider

All water for the Berkley Shores community will be supplied by the Crestview Water and Sanitation District.

The water distribution system includes two connections to the existing water system. The east connection occurs at the intersection of the proposed 63rd Avenue and Lowell Blvd. The second connection occurs at the intersection of Julian Street and 63rd Avenue on the east side of the site. Internal water loops are provided to supply water service to the residential



areas on site. Hydrants are served with a minimum 8" supply. Domestic areas may be served with a minimum 4" supply line.

Flow Requirements

For this Proposed Development application, the maximum total floor area for the largest one-family dwelling units is not anticipated to exceed 3,600 square feet. Therefore, according to the fire-flow requirements stated in table B105.1 of the International Fire Code a flow rate of at least 1,500 gallons per minute will need to be provided. For larger multi-unit dwellings, the minimum fire flow will meet or exceed the flows specified in Table B105.1 of the Code. If for some reason the fire flow could not be achieved on the multi-unit homes an automatic sprinkler system would need to be provided by the builder in accordance with sections 903.3.1.1 or 903.3.1.2 as specified in the Code. Detailed modeling for the design flows in the development will be provided for approval along with the Construction Documents during the Final Development Plan submittal process.

Appendix D includes exhibits showing the existing utility layout adjacent to the community. Proposed waterline and fire hydrant locations are identified on the Overall Utility Exhibit.

Hydrant Locations

Hydrant locations are spaced according to the International Fire Code (IFC). Fire hydrants are proposed along fire apparatus access roads and public streets as required by the IFC. For the residential uses being proposed a minimum hydrant spacing of 500 feet is anticipated with a maximum distance of 250 feet of coverage to any point on a street or road frontage in accordance with Table C105.1 of the IFC. (Refer to Water Only sheets in Appendix). Existing hydrants located north of W. 63th Avenue will be considered in determining adequate coverage is provided based on the proposed hydrant spacing. Construction Documents will be submitted during the Final Development Plan submittal process for each phase of development that will illustrate the proposed location and spacing of each hydrant throughout the community.

Construction Type

The maximum height of the single-family homes is outlined in the approved PDP for the Berkley Shores project. The materials used for construction will likely consist with typical residential construction. This would classify the construction type as either Type IV and/or Type V construction. Since the developer may be selling the proposed lots to multiple homebuilders throughout the phasing of the project, construction plans will be submitted to the fire districts with future submittals that describe the specific building materials proposed by each homebuilder prior to building permits being issued on the proposed lots.

Multi-unit homes WILL require the installation of an approved automatic fire sprinkler system (regardless of size or availability of fire water flow) as required by Ordinance 12 and 4. The design and installation of these systems shall be in accordance with Section 903.3 of the 2018 IFC (or Section P2904 of the 2018 IRC if built under the IRC). Plan on sizing the domestic tap or separate fire lines accordingly depending on the design used.

Please be aware that any single family detached dwellings exceeding 3,600 sf will also require an approved automatic fire sprinkler system to be installed.



References

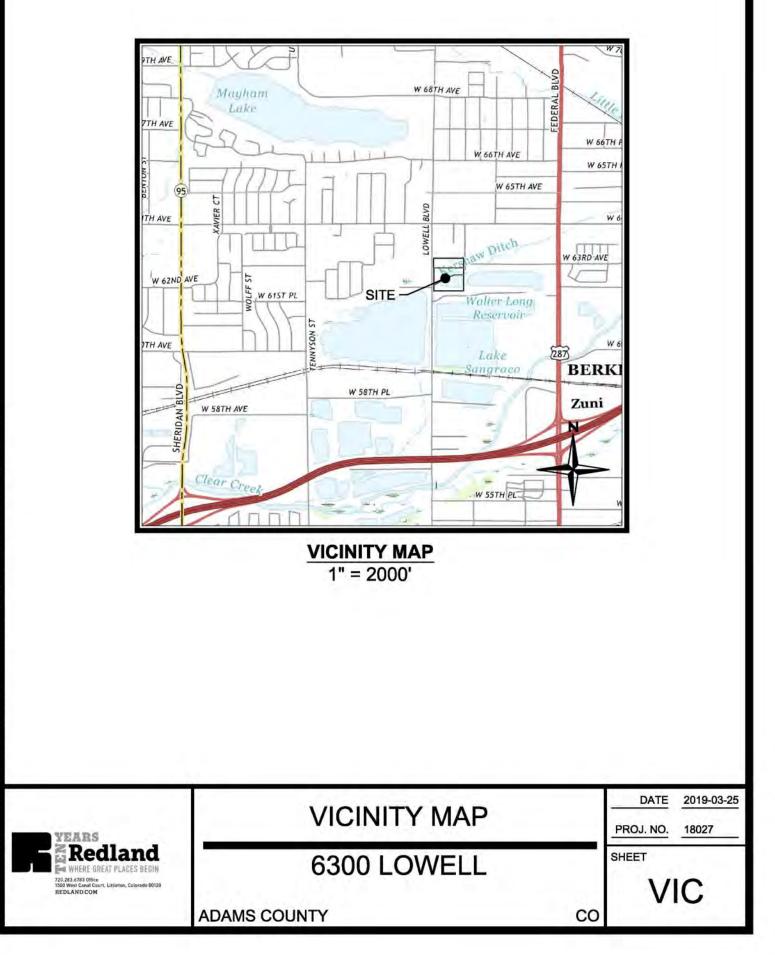
REFERENCES

- 1. Adams County Design and Technical Criteria, Dated January 10, 2005
- 2. 2018 International Fire Code



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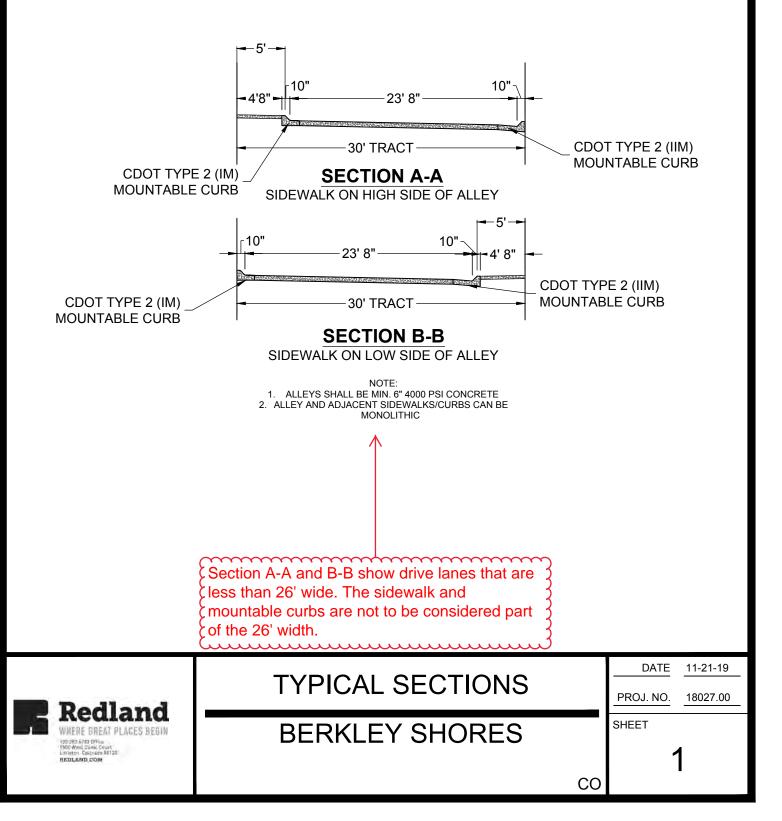
Appendix A - Vicinity Map



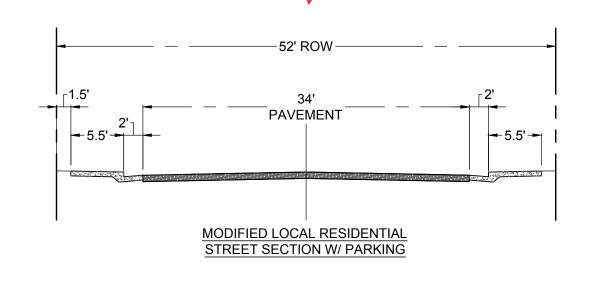


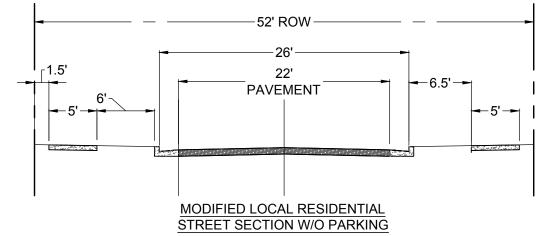
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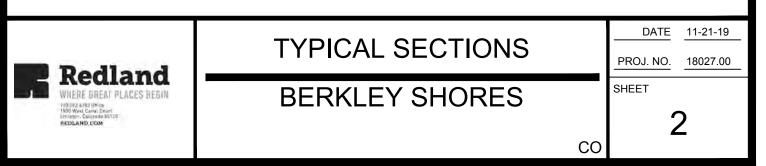
Appendix B - Proposed Street Sections



Please show the width of parking that may be allowed (like is shown on the site plan). The parking areas would be deducted from the drive lane when calculating the fire access road width.



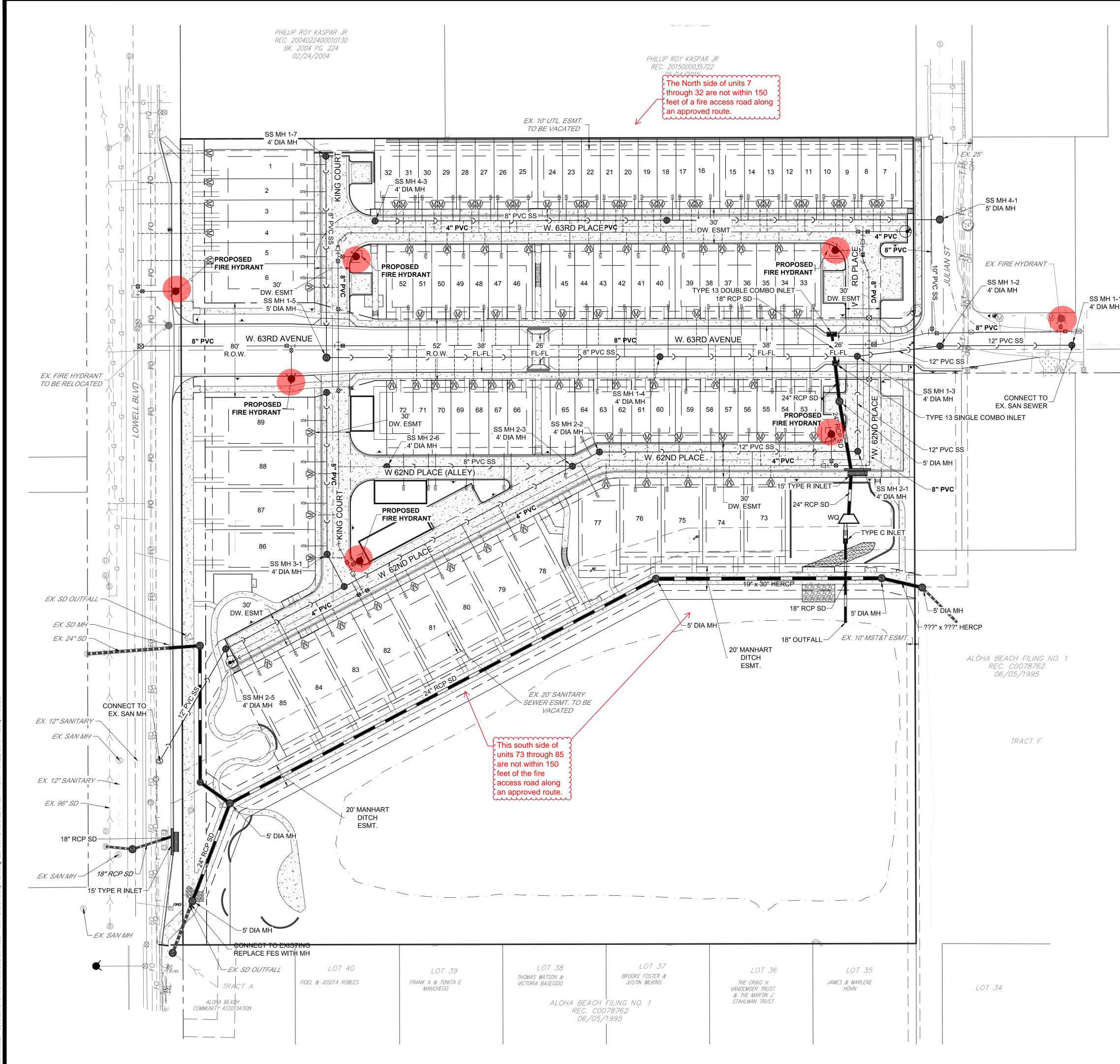






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Appendix C - Overall Utility Map



- 1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THE ADAMS COUNTY, DENVER WATER AND CRESTVIEW WATER AND SANITATION DISTRICT STANDARDS PRIOR TO CONSTRUCTION, AND KEEPING THE CONSTRUCTION PLANS AND THE STANDARDS AND SPECIFICATIONS ON THE JOB SITE AT ALL TIMES.
- 2. SANITARY SEWER MAIN LENGTHS ARE FROM CENTER OF STRUCTURE/MANHOLE TO CENTER OF STRUCTURE/MANHOLE.
- 3. CONTRACTOR TO VERIFY EXISTING UTILITY CONNECTIONS AND LOCATIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES FROM THESE PLANS.
- 4. DOMESTIC WATER SERVICE AND FIRE LINE SERVICES MUST MAINTAIN 1.5' SEPARATION AT UTILITY CROSSINGS AND 4.5' MINIMUM COVER.
- 5. DRY UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD-VERIFY LOCATION AND DEPTH, AND SHALL COORDINATE ANY NECESSARY ADJUSTMENTS WITH THE UTILITY PROVIDER.
- 6. CONTRACTOR TO COORDINATE ALL REMOVAL AND/OR RELOCATION OF EXISTING DRY UTILITIES WITH THE APPROPRIATE PUBLIC SERVICE PROVIDERS.
- 7. CONTRACTOR TO REMOVE AND DISPOSE OF ALL MATERIALS DEMOLISHED INCLUDING BUT NOT LIMITED TO ASPHALT, CONCRETE, PIPES, POLES AND ANY OTHER MATERIALS DUE TO THE INSTALLATION OF PROPOSED IMPROVEMENTS.
- 8. ALL TOWNHOME WATER SERVICES ARE ⁵/₈". ALL SINGLE FAMILY DETACHED SERVICES ARE $\frac{3}{4}$ ".
- 9. ALL VALVES SHALL BE BOLTED TO ADJACENT TEES AT ALL JUNCTIONS AND FIRE HYDRANT LATERALS

EXISTING LEGEND

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	EXISTING PROPERTY LINE
	EXISTING R.O.W.
	EXISTING LOT LINE
	EXISTING EASEMENT
	SECTION LINE
	ROAD CENTERLINE
	EDGE OF PAVEMENT
	CURB AND GUTTER
	CONCRETE
X	FENCE
	RETAINING WALL
	EXISTING FIRELINE
	EXISTING 6" WATERLINE
	EXISTING 8" WATERLINE
	EXISTING 10" WATERLINE
	EXISTING 12" WATERLINE
	EXISTING 14" WATERLINE
	EXISTING 16" WATERLINE
	EXISTING HYDRANT LINE
	EXISTING VALVE
	EXISTING WATER METER IN MANHOLE
	EXISTING FIRE HYDRANT
W	EXISTING WATER MANHOLE
	EXISTING PITOT
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
——————————————————————————————————————	EXISTING ELECTRIC LINE
G	EXISTING GAS LINE
<i>T</i>	EXISTING TELEPHONE LINE
——————————————————————————————————————	EXISTING FIBER LINE
5280	EXISTING CONTOUR MAJOR
5281	EXISTING CONTOUR MINOR
PROPOSED L	EGEND
	PROPOSED PROPERTY LINE
	PROPOSED R.O.W.
	PROPOSED LOT LINE

- PROPOSED LOT LINE ____ PROPOSED SETBACK ____ __ PROPOSED EASEMENT — PROPOSED ROAD CENTERLINE _____ PROPOSED CURB AND GUTTER PROPOSED SIDEWALK PROPOSED STORM SEWER ______ PROPOSED SANITARY SEWER PROPOSED DOMESTIC LINE PROPOSED FIRELINE ----- PROPOSED WATER LINE 3 IN OR LESS ----- PROPOSED WATER LINE 6 IN PROPOSED WATER LINE 8 IN ----- PROPOSED WATER LINE 12 IN PROPOSED HYDRANT LINE \neg \mapsto \mapsto PROPOSED WATER BEND
 - PROPOSED WATER TEE PROPOSED WATER REDUCER PROPOSED WATER VALVE PROPOSED FIRE HYDRANT PROPOSED PLUG/CAP

PROPOSED BLOW OFF ASSEMBLY

PROJECT BENCHMAŘK

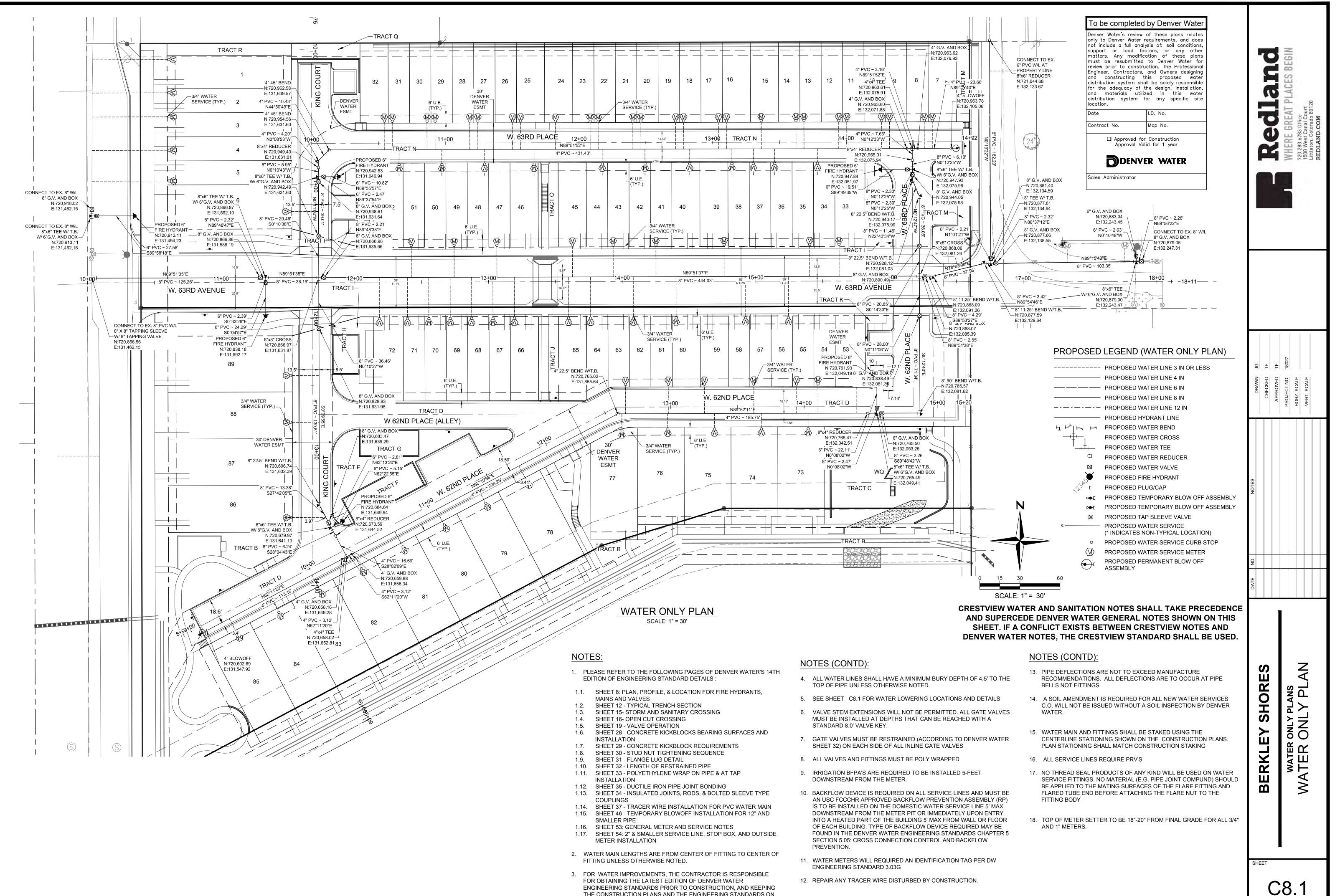
ADAMS COUNTY CONTROL MINT #2400465 DWATER METER IN MANHOLE PARK-N-RIDE 4.070000. RECOVERED A 3 ¼" ALUMINUM CAP STAMPED "COLO. DEPT OF HIGHWAYS CONTROL MONUMENT GPS 34 ZBS PLS 11434 4,070000" LOCATES IN THEREOFOSAGE KIA-REPUTED STEAT FREVALVE NORTHEAST ERLY CORNER OF BROADWAY ST AND W 70TH AVE. 150' MORE OR LESS WEST OF BROADWAY ST AND 300' MORE OR LESS NORTH OF W SCALE: 1770T410AVE.

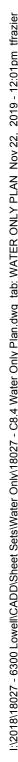
ELEVATION = 5169.24 (NAVD 88).

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C5.1

Appendix D - Water Sheets Only





- THE CONSTRUCTION PLANS AND THE ENGINEERING STANDARDS ON THE JOB SITE AT ALL TIMES.



Traffic Impact Study

Berkley Shores (6300 Lowell Boulevard)

Adams County, Colorado

November 26, 2019 Prepared for FDP Submittal

Prepared for:

Highland Development Company, LLC 2100 Downing Street Denver, CO 80205

Prepared by

Chris Vogelsang, PE OV Consulting, LLC 1200 Bannock Street Denver, CO 8020



OV CONSULTING, LLC 1200 BANNOCK STREET DENVER, CO 80204



November 26, 2019

Mr. Paul Malone Highland Development Company 2100 Downing Street Denver, CO 80205

RE: Traffic Impact Study, Berkley Shores (6300 Lowell Boulevard), Adams County, Colorado

Dear Mr. Malone:

OV Consulting is pleased to submit this Level 3 Traffic Impact Study for the proposed residential development at 6300 Lowell Boulevard in Adams County, Colorado.

OV Consulting has completed the analysis based on a proposal of 89 residential units, using HCM 2010 methodology and the latest edition of ITE Trip Generation. Based on this analysis, the introduction of new traffic generated by this project is not expected to degrade the performance of any of the analyzed intersections below Adams County standards. No mitigations or improvements to the surrounding transportation network are recommended based on this study.

We acknowledge that Adam's County review of this study is only for general performance with submittal requirements, current design criteria, and standard engineering principles and practices.

Thank you for the opportunity to be a part of this submittal. Please contact me with any questions regarding this analysis. I can be reached at (303) 898-8042 or chris@ovllc.com.



Respectfully submitted,

Chris Vogelsang, PE Principal, OV Consulting (303) 898-8042 chris@ovllc.com

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1.0 Introduction and Project Overview

This Traffic Impact Study (TIS) analyzes the potential traffic impacts of a proposed development at 6300 Lowell Blvd. The development, known as *Berkley Shores*, proposes 89 units at a planned residential development with a mix of single-family attached and single-family detached homes. *Berkeley Shores* will consist of one development phase and is anticipated to be occupied in 2020. *Figure 1* illustrates the site, adjacent streets, and neighboring communities. This project is expected to generate more than 500 daily trips. Under Adams County guidelines, this scale of project requires a Level 3 TIS (Adams County Development Standards, 8-02-02).

This study examines project impacts at two planning horizons – short-term and long-term. Per development requirements of Adams County, the short-term planning horizon is defined as five years after project occupancy (2025); the long-term planning horizon is set at 20 years after project occupancy (2045). Traffic impacts are analyzed with and without the proposed development, under both horizons, to identify any improvements required for analyzed facilities to meet Adams County Level of Service (LOS) established standards.

Based on a preliminary scoping meeting and engineering judgement, the following intersections were identified for analysis:

- W 63rd Avenue & Lowell Boulevard
- W 64th Avenue & Lowell Boulevard
- W 64th Avenue & Federal Boulevard (SH 287)

2.0 Existing Conditions

2.1 Project Description & Study Area

Berkley Shores is located in Adams County near the intersection Lowell Boulevard and W 64th Avenue at 6300 Lowell Boulevard. The project site is approximately 9.7 acres and the existing use is single-family residential. The proposed use will feature 89 single-family attached and detached homes. See the appendix for the proposed site plan.

2.2 Existing Roadway Network

Lowell Boulevard is a three-lane, minor arterial roadway with a center turn-lane. South of W 64th Avenue the posted speed limit is 40 MPH and north of W 64th Avenue, the posted speed limit is 30 MPH. Between W 62nd Avenue and W 64th Avenue, there is no on-street parking.

W 64th Avenue is three-lane, minor arterial roadway with a center turn-lane. The roadway has a posted speed limit of 30 MPH.

Julian Street is a two-lane local roadway in residential area with a speed limit of 25 MPH. South of W 64th Avenue, Julian Street does not have curb, gutter or sidewalk. There is on-street parking on both sides of the street. It is understood that Adams County has current plans to improve this street segment to add curb gutter, and sidewalk



Figure 1 Project Location

W 63rd Avenue is a two-lane local roadway in a residential area with a speed limit of 25 MPH. W 63rd Avenue connects to Federal Boulevard with right-in, right-out only access.

Federal Boulevard (SH 287) is median divided highway with six total travel lanes. Within Adams County, Federal Boulevard is classified as a principal arterial and a posted speed limit of 45MPH. Federal Boulevard is owned and maintained by Colorado Department of Transportation (CDOT). According to the State Highway Access Code, the segment of Federal Boulevard near *Berkley Shores* is classified as a Non-Rural Regional Highway, NR-A.

The intersection of **W 64th Avenue & Lowell Boulevard** is traffic signal controlled with protected/permissive phasing for left turns on the eastbound and southbound approaches, and permissive phasing only for left turns on the westbound and northbound approaches. Northbound Lowell Boulevard has an exclusive thru-, right-, and left-turn lanes, measuring approximately 100 feet in length. Southbound Lowell Boulevard also has exclusive thru-, right-, and left-turn lanes, measuring approximately 100 feet in length. At W 64th Avenue, both eastbound and westbound approaches have exclusive thru-, right-, and left-turn lanes. The turn lanes on both approaches measure approximately 100 feet in length.

The intersection of **W 64th Avenue & Federal Boulevard (SH 287)** is traffic signal controlled with protected/permissive left turn phasing on all approaches. Northbound and southbound Federal Boulevard have an exclusive left turn lane, two thru lanes, and one shared right-turn and thru lane. The northbound approach has a 600' left turn lane length; the southbound approach has a 250' turn lane length. At W 64th Avenue, both eastbound and westbound approaches have exclusive thru, right-, and left-turn lanes. The turn lanes on both approaches measure approximately 100 feet in length.

The intersection of **W 63rd Avenue & Julian Street** is an uncontrolled two-leg connecting intersection local roadways. There are no conflicting turning movements.

Figure 2 depicts the existing roadway network, lane geometries, and traffic controls.

2.3 Future Roadway Network & Planned Improvements

Adams County is currently widening 0.7 miles of Lowell Boulevard, between W 62nd Avenue to Clear Creek, to accommodate a center two-way left turn lane that matches the existing section north of W 62nd Avenue. Construction on this project also includes curb, gutter, and sidewalk. Project completion is anticipated in early 2020.

CDOT completed construction on median improvements along Federal Boulevard in 2014, including modifying access at W 63rd Avenue to a right-in, right-out intersection. The Adams County Transportation Master Plan (2012) recommends studying improvements to build out Federal Boulevard to 6-lanes from 52nd Avenue to 72nd Avenue. The segment of Federal Boulevard within this TIS study area is already 6-lanes. Sidewalk and roadway improvements are also planned for the neighborhood of Goat Hill, though final design and funding has not yet been secured. There are no other local planned improvements to the roadway network.

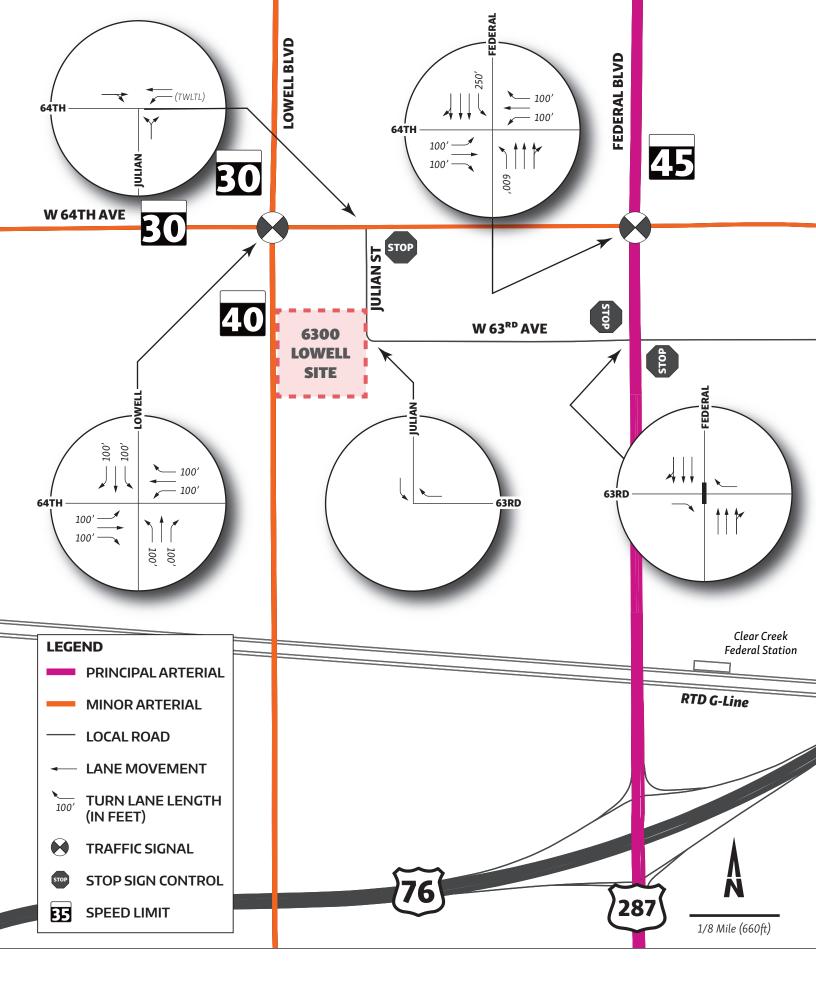


Figure 2 Existing Roadway Network

2.4 Existing Traffic Volumes

Traffics counts were performed on Wednesday, April 3, 2019. Traffic counts were conducted during the Lowell Boulevard improvement schedule, but construction activities were not taking place during peak hour travel times. We have that determined that these counts were not significantly affected by construction activities. The ADT measured on Lowell Boulevard, south of W 63rd Avenue is also consistent with previous Adams County traffic counts. AM and PM Peak Hour turning movement counts at key study intersections include:

- W 64th Avenue & Lowell Boulevard
- W 64th Avenue & Federal Boulevard (SH 287)
- W 64th Avenue & Julian Street
- W 63rd Avenue & Federal Boulevard (SH 287)

24-hour tube counts were performed on:

- Lowell Boulevard (south of W 64th Avenue)
- W 64th Avenue (east of Lowell Boulevard)
- Federal Boulevard (south of W 64th Avenue)
- W 63rd Avenue (west of Federal Boulevard)

Figure 3 shows the existing traffic volumes and daily volume/capacity thresholds per Adams County Threshold Capacity (Adams County Development Standards, 8-02-06-02).

2.5 Traffic Growth

The Adams County Transportation Master Plan forecasts no growth on W 64th Avenue, west of Tennyson Street. The plan shows this segment of W 64th Avenue maintaining the current volume of approximately 12,000 ADT. There are no other long-term forecasts from Adams County in the TIS Study Area.

Growth factor is a traffic forecasting statistic that when multiplied by current ADT yields an estimate for the future year. CDOT assumes a 20-year growth factor for the subject segment of Federal Boulevard is between 1.07 (Station 105226) and 1.13 (Station 105228). For analysis purposes, the higher of the two growth factors, 1.13, is assumed. To be conservative, this TIS applied the same growth factor to Lowell Boulevard and Federal Boulevard. *Figure 4* and *Figure 5* show traffic volumes and volume/capacity ratios at each planning horizon year.

2.6 Site Plan and Access

Berkley Shores will have one direct driveway access on Lowell Boulevard. A new segment of W 63rd Avenue will extend through the site and connect to Lowell Boulevard at the west side of the site. On

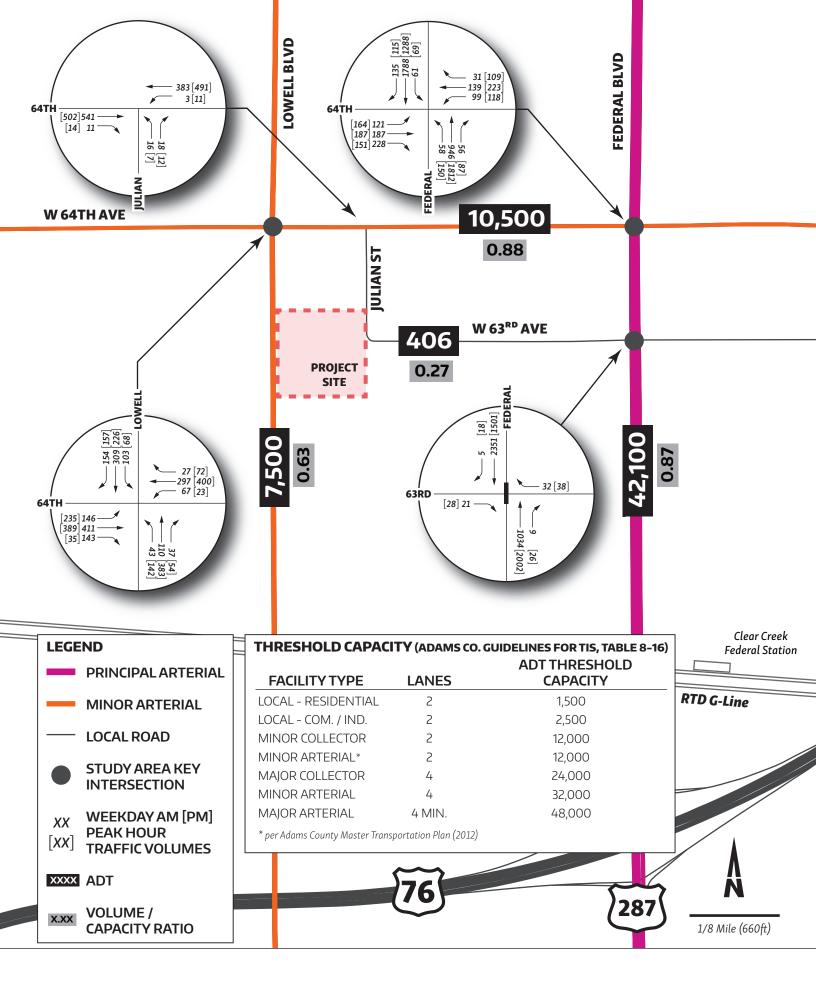


Figure 3 Existing Traffic Volumes and V/C Ratios

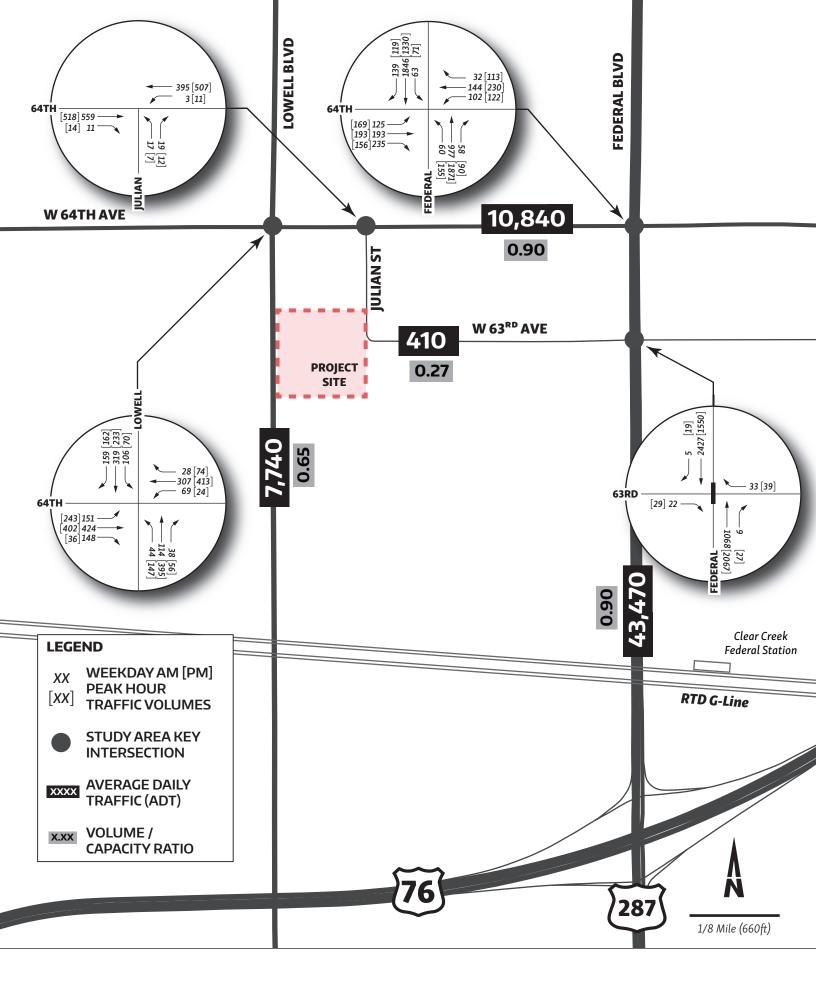


Figure 4 2025 Background Traffic Volumes and V/C Ratio

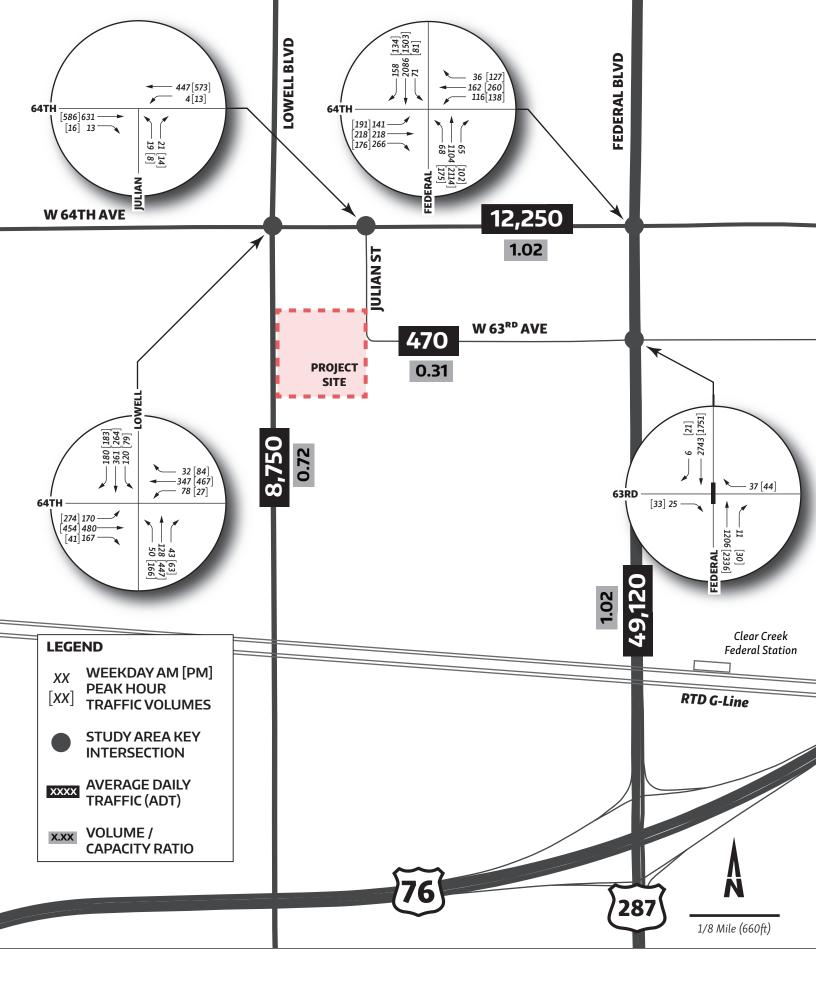


Figure 5 2045 Background Traffic Volumes and V/C Ratio

the east side of the site, new W 63rd Avenue will connect to existing W 63rd Avenue at Julian Street, but public vehicle access will not be allowed here. Only emergency medical vehicles and fire vehicles will be allowed at this access point. The specific access restriction elements (bollards, gate, chain, etc.) has not yet been finalized.

Figure 6 shows the general site plan and access locations.

3.0 Project Traffic Characteristics

3.1 Trip Generation

The property will be developed with 89 units, a mix of single-family attached and detached homes. Trip generation rates were developed from the *ITE Trip Generation Manual*, 10th Edition. Figure 7 below provides the daily trips and AM/PM peak hour traffic volumes for each land use type.

				TRIP GENERATION RATES		NUMBER OF TRIPS			
ITE LAND USE CODE	DESCRIPTION	VARIABLE	QUANTITY	DAILY	AM PEAK	PM PEAK	DAILY	AM PEAK	PM PEAK
210	Single-Family Detached Housing	Dwelling Units	17	9.44	0.76	1.00	160	13	17
220	Multifamily Housing (Low-Rise)	Dwelling Units	72	7.32	0.56	0.67	527	40	48
					ΤΟΤΑ	L TRIPS:	687	53	65

Figure 7 Trip Generation Table

3.2 Trip Distribution

Berkley Shores is located 7 miles from Denver, 2 miles from Westminster, and 4 miles from Arvada. The immediate area around the site is served by two minor arterial roadways, Lowell Boulevard and W 64th Avenue, and a principal arterial, Federal Boulevard. Lowell Boulevard provides local connections north to Arvada and Westminster; and south to Regis University, northern Denver, and to I-70 with a partial interchange providing access to/from the east of Lowell Boulevard. Federal Boulevard provides full access to regional facilities in US-36, I-76, and I-70.

Major employment centers in the region include central Denver, US-36 corridor towards Broomfield, and I-25 corridor north near Thornton. Denver is the largest employment hub close to the Site and is likely to attract a significant amount of the site traffic. The employment drivers near Thornton and Broomfield will account for a smaller amount of site traffic. To access these regional transportation centers and employment hubs, site traffic will most often travel south along Federal Blvd to the I-76 and I-70 interchanges or north to US-36. W 64th Ave does not provide direct east/west access to I-25 to the east.

Another factor in developing trip distribution is existing traffic volumes. Traffic at the regional facilities to the south (I-70 and I-76) is approximately 1.5 times greater than the northern roadways (US-36).

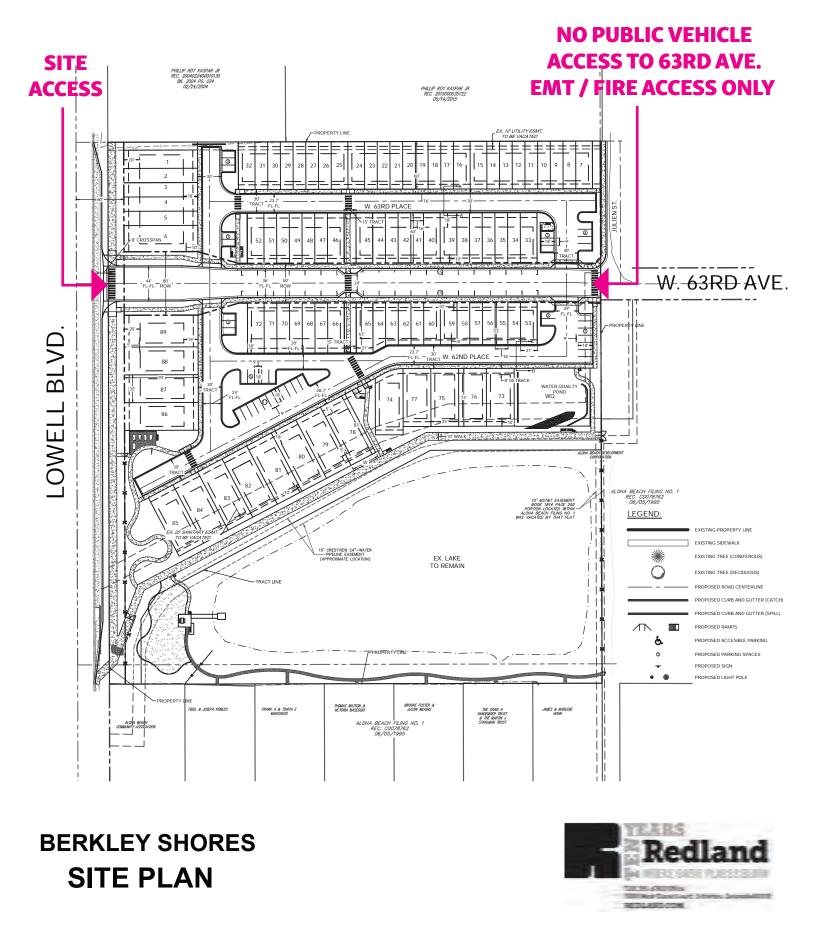


Figure 6 Site Plan and Access

From:George, Donna LTo:Libby TartSubject:Berkley Shores, Case # PRC2019-00019Date:Monday, January 6, 2020 7:21:40 AMAttachments:conflict letter.doc

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

Thanks!

Donna George

Xcel Energy | Responsible By Nature Right of Way and Permits 1123 West 3rd Avenue, Denver, CO 80223 P: <u>303-571-3306</u> | F: <u>303-571-3660</u> donna.l.george@xcelenergy.com

xcelenergy.com/InstallAndConnect - Visit our website for more information about installing and connecting service with Xcel Energy!





1123 West 3rd Avenue Denver, Colorado 80223 Telephone: **303.571.3306** Facsimile: 303. 571.3284 donna.l.george@xcelenergy.com

January 6, 2020

Adams County Community and Economic Development Department 4430 South Adams County Parkway, 3rd Floor, Suite W3000 Brighton, CO 80601

Attn: Libby Tart

RE: Berkley Shores, Case # PRC2019-00019

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has determined **there are conflicts** with the **Berkley Shores** final plat in that PSCo still requests that the utility easements that will house electric distribution facilities are increased to the standard 8-foot width.

PSCo also still requests 8-foot wide dry utility easements along all public and private rights-of-way within Tracts C, E, F, H, I, K, M, N, O to provide <u>utility</u> <u>connectivity</u> throughout the development.

The property owner/developer/contractor is reminded complete the application process for any new natural gas or electric service, or modification to the existing natural gas and electric facilities via <u>xcelenergy.com/InstallAndConnect</u>.

Donna George Right of Way and Permits Public Service Company of Colorado dba Xcel Energy Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



Right of Way & Permits

1123 West 3rd Avenue Denver, Colorado 80223 Telephone: **303.571.3306** Facsimile: 303. 571. 3284 donna.l.george@xcelenergy.com

March 9, 2020

Adams County Community and Economic Development Department 4430 South Adams County Parkway, 3rd Floor, Suite W3000 Brighton, CO 80601

Attn: Libby Tart

Re: Berkley Shores - 2nd referral, Case # PRC2019-00019

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the second referral documentation for **Berkley Shores**, acknowledges the comment response, and advises the property owner/developer/contractor to continue working with the Advocate and Designer assigned to the project for approval of design details.

Additional easements may need to be acquired by separate document for new facilities.

Donna George Right of Way and Permits Public Service Company of Colorado dba Xcel Energy Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



December 31, 2019

Libby Tart Adams County Community and Economic Development 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601

RE: 6300 Lowell Blvd., PRC2019-00019 TCHD Case No. 6039, 6040

Dear Ms. Tart,

Thank you for the opportunity to review and comment on the final development plan, and final plat for 89 single-family attached and detached homes located at 6300 Lowell Boulevard. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Mosquito Control - Stormwater Facilities

The site plan indicates that a water quality pond is proposed. Ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here http://www.tchd.org/276/Mosquitoes-West-Nile-Virus. A guidance document is attached.

Vector Control – Building Demolition

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, saliva, or through rodent bites. For example, Hantavirus Pulmonary Syndrome (HPS), a rare but potentially lethal viral infection, can be found in the droppings and urine of rodents commonly found in southwestern United States. When buildings are demolished, rodents can spread to surrounding properties and increase the risk of vector exposure to humans. The applicant should plan for vectors and eliminate any known infestations prior to demolition. Information on rodent control can be found at http://www.tchd.org/400/Rodent-Control.

Air Quality – Building Demolition

The application indicates that the existing house and garage on the site will be demolished. The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions. State air quality regulations require that precautions be taken prior to demolition of buildings to evaluate the presence of asbestos fibers that may present a health risk. If asbestos is present, actions must be taken to prevent their release into the environment. State regulations also address control of ozone depleting compounds (chlorofluorocarbons) that may be contained in air conditioning or refrigerating equipment. The applicant shall contact the

6300 Lowell Blvd December 31, 2019 Page 2 of 4

APCD at (303) 692-3100 for more information. Additional information is available at <u>http://www.cdphe.state.co.us/ap/asbestos</u>.

Buildings constructed prior to 1978 may contain lead paint. Environmental Protection Agency's (EPA) 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), aims to protect the public from lead-based paint hazards associated with renovation, repair and painting activities. These activities can create hazardous lead dust when surfaces with lead paint, even from many decades ago, are disturbed. More information can be found here https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules and https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules and https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules and https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules and https://www.epa.gov/lead/lead-renovation-reno

On-Site Wastewater Treatment System (OWTS) – Abandonment

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment. Our records indicate the presence of an On-Site Wastewater Treatment System (OWTS) on the subject property. The existing OWTS shall be abandoned in accordance with Regulation No. O-17, Section 6.8. TCHD must be notified in writing once the system has been properly abandoned. For more information, or to submit the notification, the applicant may contact the TCHD Commerce City Office at 4201 E. 72nd Avenue, Suite D, (303) 288-6816. More information is available at http://www.tchd.org/269/Septic-Systems.

Community design to support walking and bicycling

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

TCHD commends the applicant for including a network of sidewalks and a trail in the development.

Please feel free to contact me at 720-200-1575 or <u>kboyer@tchd.org</u> if you have any questions on TCHD's comments.

Sincerely,

KBG_

Kathy Boyer, REHS Land Use and Built Environment Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD

6300 Lowell Blvd December 31, 2019 Page 3 of 4

Tri-County Health Department Guidance for Preparation of Mosquito Control Plan

A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. <u>Activities that will be undertaken to prevent mosquito breeding conditions</u> This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be

6300 Lowell Blvd December 31, 2019 Page 4 of 4

coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

- Design review Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.
- Operation and maintenance activities:

This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.

• Regular inspections:

Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.

• Larvacide program:

Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.

Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

<u>For Technical Assistance</u> - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at <u>mdeatric@tchd.org</u>.



March 9, 2020

Libby Tart Adams County Community and Economic Development 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601

RE: 6300 Lowell Blvd., PRC2019-00019 TCHD Case No. 6158

Dear Ms. Tart,

Thank you for the opportunity to review and comment on the second submittal of a waiver of the subdivision standards, final development plan, and final plat for 89 single-family attached and detached homes located at 6300 Lowell Boulevard. Tri-County Health Department (TCHD) staff previously reviewed the has reviewed the application and responded in a letter dated December 31, 2019 with the comments included below. The applicant has responded to all TCHD comments. TCHD has no further comments.

Mosquito Control - Stormwater Facilities

The site plan indicates that a water quality pond is proposed. Ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here http://www.tchd.org/276/Mosquitoes-West-Nile-Virus. A guidance document is attached.

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6300 Lowell Blvd March 9, 2020 Page 2 of 4

APCD at (303) 692-3100 for more information. Additional information is available at <u>http://www.cdphe.state.co.us/ap/asbestos</u>.

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TCHD commends the applicant for including a network of sidewalks and a trail in the development.

Please feel free to contact me at 720-200-1575 or <u>kboyer@tchd.org</u> if you have any questions on TCHD's comments.

Sincerely,

KBG_

Kathy Boyer, REHS Land Use and Built Environment Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD

6300 Lowell Blvd March 9, 2020 Page 3 of 4

Tri-County Health Department Guidance for Preparation of Mosquito Control Plan

A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

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A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

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6300 Lowell Blvd March 9, 2020 Page 4 of 4

coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

- Design review Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.
- Operation and maintenance activities: This should identify who will conduct these activities (e.g., staff or contractor),

and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.

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Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.

• Larvacide program:

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Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

<u>For Technical Assistance</u> - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at <u>mdeatric@tchd.org</u>.

From:	Loeffler - CDOT, Steven
To:	Libby Tart
Cc:	Bradley Sheehan - CDOT
Subject:	Re: Request for Comments on PRC2019-00019 Berkley Shores FDP, Final Plat and Waiver
Date:	Monday, March 2, 2020 11:06:07 AM

I have reviewed the latest referral for Berkley Shores, located at 6300 Lowell and have the following comments:

- Due to the change from providing direct access through to W. 63rd Ave. at Julian St and making this connection an emergency only access, the intersection of W. 63rd Ave. and Federal Blvd. will not be heavily impacted by this development and no additional permitting with CDOT will be required at this time.
- If at some point in the future the access through to W. 63rd Ave. at Julian St. is proposed to be a formal access point for this development, CDOT requests an opportunity to comment via the referral process.

Thank you for the opportunity to review this referral.

Steve Loeffler Permits Unit- Region 1

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P 303.757.9891 | F 303.757.9886 2829 W. Howard PI. 2nd Floor, Denver, CO 80204 <u>steven.loeffler@state.co.us</u> | <u>www.codot.gov</u> | <u>www.cotrip.org</u>

On Thu, Feb 27, 2020 at 1:23 PM Libby Tart <<u>LTart@adcogov.org</u>> wrote:

Hello all – Attached is a letter with a hyperlink directing you to view the second submission for the PRC2019-00019 Berkley Shores FDP, Final Plat and Waiver of Subdivision Standards. All content will be posted to our website (www.adcogov.org/planning/currentcases) with the link by end of day tomorrow, or Friday, February 28th. Unfortunately, the amount of pages and the file size prevents us from attaching the material here. There is a Part 1 with the FDP, Final Plat and Waiver documents, as well as the applicant's responses to all. Part 2 is the drainage report and other assorted engineering documents with responses to outside agencies.

Please **provide any comment** to me on or before the end of the day on **Friday, March** 13th.

Many thanks!

Libby

Libby Tart, AICP

Senior Long Range Planner, Community and Economic Development Department

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601

O: 720.523.6858 | General Line: 720.523.6800

ltart@adcogov.org | www.adcogov.org

From:	Loeffler - CDOT, Steven
To:	Libby Tart
Cc:	Bradley Sheehan - CDOT
Subject:	PRC2019-00019, Berkley Shores Final Development Plan and Final Plat
Date:	Monday, December 16, 2019 3:24:02 PM

I have reviewed the latest referral for Berkley Shores, located at 6300 Lowell, and includes a FDP for 89 single family attached and detached units and a Final Plat for 89 parcels and 18 tracts on 9.73. Our comments are as follows:

- A change has been made from providing direct access through to W. 63rd Avenue at Julian St.. This connection will now be an emergency only access and will be restricted by use of either bollards, gate, or chain. This change to the site plan means that the intersection of W. 63rd Ave. and Federal Blvd. will not be heavily impacted by this development and no additional permitting with CDOT will be required at this time.
- If at some point in the future the access through to W. 63rd Ave. at Julian St. is desired to be a formal access point for this development, CDOT requests an opportunity to comment via the referral process.

Thank you for the opportunity to review this referral.

Steve Loeffler Permits Unit- Region 1

?

P 303.757.9891 | F 303.757.9886 2829 W. Howard PI. 2nd Floor, Denver, CO 80204 <u>steven.loeffler@state.co.us</u> | <u>www.codot.gov</u> | <u>www.cotrip.org</u>

From:	Thyne - DNR, Ailis
To:	Libby Tart
Subject:	Re: Request for Comment: PRC2019-00019 Berkley Shores FDP and Final Plat
Date:	Thursday, January 9, 2020 11:30:20 AM
Attachments:	Berkley Shores Adams.pdf

Dear Ms. Tart,

Please find attached comments from the State Engineers Office regarding Berkley Shores.

If you have questions, please contact me at <u>303-866-3581 ext. 8216</u>.

Sincerely,

Ailis Thyne Water Resource Engineer P 303.866.3581 x 8216 1313 Sherman Street, Room 818, Denver, CO 80203 ailis.thyne@state.co.us | www.colorado.gov/water

----- Forwarded message ------

From: Libby Tart <<u>LTart@adcogov.org</u>>

Date: Thu, Dec 12, 2019 at 3:18 PM

Subject: Request for Comment: PRC2019-00019 Berkley Shores FDP and Final Plat To: Bradley Sheehan - CDOT <<u>bradley.sheehan@state.co.us</u>>, Steven Loeffler - CDOT <<u>steven.loeffler@state.co.us</u>>, tony.waldron@state.co.us <<u>tony.waldron@state.co.us</u>>, joanna.williams@state.co.us <<u>joanna.williams@state.co.us</u>>, matt.martinez@state.co.us <<u>matt.martinez@state.co.us</u>>, Rocksund - DNR Serena <<u>serena.rocksund@state.co.us</u>>, paul.peloquin@denverwater.org <<u>paul.peloquin@denverwater.org</u>>, George, Donna L <<u>Donna.L.George@xcelenergy.com</u>>, Wiedrich, Brandyn

<<u>brandyn.wiedrich@centurylink.com</u>>, Tim Williams <<u>twilliams@fedheights.org</u>>, <u>rstavros@fedheights.org</u> <<u>rstavros@fedheights.org</u>>

Hello all – I just sent out a request for comment for PRC2019-00019, Berkley Shores and the file size was too large for your email server to handle it. In lieu of sending the file again, I would recommend going to our website by late in the day on Friday or early next week to review the application. The packet is the Agency Packet and there are several other files such as a traffic study, drainage report, and fire protection study. See the link below.

The applicant is requesting 1.) A Final Development Plan (FDP) for 89 single-family attached (72 units) and detached housing (17 units) units on 9.73 acres; and 2.) A Final Plat for 89 parcels and 18 tracts on 9.73 acres. Comments are due to myself on or before end of day on Friday, January 3, 2020.

**Please note -- All documents for this case will be posted to our website on Friday, December 13, 2019: <u>http://www.adcogov.org/planning/currentcases</u>.

If you have any questions, or need additional information, please contact me below, preferably via email.

Many thanks!

Libby Tart, AICP

Senior Long Range Planner, Community and Economic Development Department

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601

0: 720.523.6858 | General Line: 720.523.6800

ltart@adcogov.org | www.adcogov.org



January 9, 2020

Libby Tart Adams County Community and Economic Development Department Transmitted via email: Ltart@adcogov.com

RE: Berkley Shores Final Development Plan and Final Plat Case no. PRC2019-00019 Part of the NW ¼ of the NW ¼, Sec. 8, T3S, R68W, 6th P.M. Water Division 1, Water District 7

Dear Ms. Tart:

We have reviewed the additional information received by this office on December 12, 2019 regarding the above referenced referral. The Applicant is proposing to create 89 parcels (single-family attached and detached housing) and 18 tracts on 9.726 acres. This office previously commented on this referral in a letter dated March 14, 2019 and May 15, 2019.

Water Supply Demand

A Water Supply Information Summary Sheet was not submitted; therefore, the water supply demand for this subdivision is was not identified.

Source of Water Supply

A letter from Crestview Water and Sanitation District ("District"), dated January 17, 2019, was provided. According to the letter the District is willing to provide treated water and sanitary sewer service to a possible development on parcel nos. 0182508200049, 0182508200049 and 0182508209001. The letter also states the District is willing to provide treated water and sanitary sewer service to the possible development under the condition that the land owner/developer install adequate water and sanitary sewer mains in accordance with District Rules and Regulations and engineering requirements if required by the District. The will serve letter did not specify the amount of water that would be provided to the development. According to our records, the District receives treated water on demand pursuant to Denver Water Distributor Contract No. 14239A. The Denver Water Department is considered to be a reliable water source.

State Engineer's Office Opinion

Based on the above and pursuant to Section 30-28-136(1)(h)(II), C.R.S., it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights, as long as the District provides water service to the proposed



development and the amount of water provided to the development is adequate to meet the water requirements of the development.

The application indicates that stormwater will be treated in an on-site water quality pond that will then be discharged to an existing groundwater pond which was created prior to 1981 as the result of sand and gravel mining operations, based on separate information provided by the Applicant. The applicant should be aware that any proposed detention pond for this Planned Development, must meet the requirements of a "storm water detention and infiltration facility" as defined in section 37-92-602(8), Colorado Revised Statutes, to have a rebuttable presumption that the facility does not cause material injury to vested water rights. The applicant should review DWR's Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado to ensure that the notification, construction and operation of the proposed structure meets statutory and administrative requirements. The applicant is encouraged to use Colorado Stormwater Detention and Infiltration Facility Notification Portal, located at https://maperture.digitaldataservices.com/gvh/?viewer=cswdif, to meet the notification requirements. Since the Applicant has shown that the groundwater pond was created prior to 1981 as the result of sand and gravel mining operations the pond is exempt from the requirement to replace depletions resulting from groundwater evaporation. Such exemption is tied to the physical location of the pond as it existed prior to 1981. As such, even though groundwater is exposed in the pond, the pond and water quality pond may work as a storm water detention facility if it can satisfy the requirements of Section 37-92-602(8), including the time frames specified by the statute regarding the release or infiltration of the storm water. It is unclear from the Storm Drainage Report the calculations and data used regarding the time frame of the release or infiltration of the storm water and whether the proposed facility meets the requirements of the Section 37-92-602(8).

If the proposed storm water detention facility does not meet the requirements of Section 37-92-602(8), an augmentation plan would be required to replace depletions caused to the stream system by the out of priority storage of the storm water. Prior to further review of this proposal, the applicant must indicate how the proposed facility meets the requirement of Section 37-92-602(8).

Should you or the applicant have any questions, please contact Ailis Thyne at (303) 866-3581 x8216.

Sincerely,

form Willin

Joanna Williams, P.E. Water Resource Engineer

Ec: Subdivision File #25876

From:	Russell Traska
From: To:	<u>Kussell Traska</u> <u>Libby Tart; "George, Donna L"; Marissa Hillje; Eric Guenther; Matthew Emmens; Gail Moon; Gordon Stevens; matt.schaefer@adams12.org; Christine Fitch; Justin Blair; "Chris Wilder"; Aaron Clark; Rick Reigenborn; Community Connections; Lisa Culpepper; jon.greer@arvadafire.com; seminoegrandma@gmail.com; paul.peloquin@adcogov.org; berkeleywater@gmail.com; "Bradley Sheehan - CDOT"; "Wiedrich, Brandyn"; "Rob Smetana"; "Tim Williams"; rstavros@fedheights.org; rmccone@cityofwestminster.us; awalsh@cityofwestminster.us; tony.waldron@state.co.us; "Williams - DNR, Joanna"; "Steven Loeffler - CDOT"; matt.martinez@state.co.us; serena.rocksund@state.co.us; "CGS LUR"; thomas lowe@cable.comcast.com; PatrickStock@crestviewwater.net; sharonwhitehair@gmail.com; Charlotte Ciancio; CSIMMONDS@MWRD.DST.CO.US; nlwsdistrict1@gmail.com; Grees; Laeb Bachelor; Joaquin Flores; mmitchell@westfield-co.com; danmicek54@comcast.net; zwhite@wbapc.com; engineering@rtd-denver.com; mdeatrich@thd.orq; landuse@tchd.orq; Aldancer@up.com; Arlene.A.Vickrey@usps.gov;</u>
	Jason.G.Eddleman@usps.gov; christensen.stanley@epa.gov; dhall@ci.westminster.co.us;
	jpeterson@adams50.org
Subject:	RE: PRC2019-00019 Berkley Shores FDP and Final Plat Request for Comments
Date:	Thursday, December 12, 2019 3:15:27 PM

This property is located outside NPWSD Boundaries and does not appear to negatively affect any of NPWSD system.

Russell M. Traska District Manager North Pecos Water & Sanitation District 303-429-5770

From: Libby Tart [mailto:LTart@adcogov.org] Sent: Thursday, December 12, 2019 2:44 PM

To: 'George, Donna L'; Marissa Hillje; Eric Guenther; Matthew Emmens; Gail Moon; Gordon Stevens; matt.schaefer@adams12.org; Christine Fitch; Justin Blair; Chris Wilder; Aaron Clark; Rick Reigenborn; Community Connections; Lisa Culpepper; 'jon.greer@arvadafire.com'; seminoegrandma@gmail.com; paul.peloguin@adcogov.org; 'berkeleywater@gmail.com'; Bradley Sheehan - CDOT; Wiedrich, Brandyn; Rob Smetana; Tim Williams; rstavros@fedheights.org; rmccone@cityofwestminster.us; 'awalsh@cityofwestminster.us'; tony.waldron@state.co.us; Williams - DNR, Joanna; Steven Loeffler -CDOT; matt.martinez@state.co.us; serena.rocksund@state.co.us; CGS LUR; thomas lowe@cable.comcast.com; 'PatrickStock@crestviewwater.net'; 'sharonwhitehair@gmail.com'; Charlotte Ciancio; 'CSIMMONDS@MWRD.DST.CO.US'; nlwsdistrict1@gmail.com; jorge.hinojos@tetratech.com; 'manager@northpecoswater.org'; 'jjamsey@nwswsd.com'; shane@cchoapros.com; Kerry Gress; Caleb Bachelor; Joaquin Flores; mmitchell@westfield-co.com; danmicek54@comcast.net; zwhite@wbapc.com; engineering@rtd-denver.com; 'mdeatrich@tchd.org'; 'landuse@tchd.org'; aldancer@up.com; Arlene.A.Vickrey@usps.gov; Jason.G.Eddleman@usps.gov; christensen.stanley@epa.gov; 'dhall@ci.westminster.co.us'; 'jpeterson@adams50.org' Subject: PRC2019-00019 Berkley Shores FDP and Final Plat Request for Comments Importance: High

Hello all – Attached is a request for comment for PRC2019-00019, Berkley Shores. The applicant is requesting 1.) A Final Development Plan (FDP) for 89 single-family attached (72 units) and detached housing (17 units) units on 9.73 acres; and 2.) A Final Plat for 89 parcels and 18 tracts on 9.73 acres. Comments are due to myself on or before end of day on Friday, January 3, 2020.

**Please note – the attached packet is not all encompassing. A traffic study, drainage report,

and fire protection study are included on the website due to the size of these files. All documents for this case will be posted to our website on Friday, December 13, 2019: <u>http://www.adcogov.org/planning/currentcases</u>.

If you have any questions, or need additional information, please contact me below, preferably via email.

Many thanks!

Sincerely, Libby

Libby Tart, AICP

Senior Long Range Planner, *Community and Economic Development Department* ADAMS COUNTY, COLORADO 4430 S. Adams County Parkway, 1st Floor, Suite W2000A Brighton, CO 80601 0: 720.523.6858 | General Line: 720.523.6800 Itart@adcogov.org | www.adcogov.org

From:	Dan Micek
To:	Libby Tart
Subject:	PRC2019-00019
Date:	Friday, December 13, 2019 12:34:01 PM

Libby

I would like to respond to the recent request for comments on the Berkley Shores Development. The residents of the Perl Mack area are quite a distance from that project. We have not and will not be directly impacted in any way by this project.

Therefore we have no comment on this project directly. We only hope that the County follows the Comprehensive Plan that they have chosen to ignore or change at will to suit their needs. The County has also had a policy in place to list no response from general county stakeholders as a positive response. No response is simply no response. I am responding to this comment to only state that we are too removed to have a say in this manner.

Thank you for your time.

Sincerely, Dan Micek Perl Mack Neighborhood Group

Sent from Mail for Windows 10

From:	CenturyLink Customer		
To:	Libby Tart		
Subject:	Berkley Shores Final Development Plan comment		
Date:	Tuesday, December 17, 2019 8:28:16 AM		

I puzzle why you ask for comments when I question if they are even read, let alone considered. However, once again I register my concern that Lowell cannot handle all of the increased traffic your development presents. I already have difficult getting on to Lowell, I also question where you are getting the water long term for these proposed people when Colorado is a semi desert state. Marilyn Fanganello 6249 Lowell Blvd.

Jill Jennings Golich Director Community and Economic Development Adams County CO

Dear Jill,

We are pleased that the Applicant for Berkley Shores has agreed to provide Emergency Access Only at 63rd Ave and Julian Street. Here are some of the benefits:

-Direct entry onto an adjoining minor arterial as the main entrance

-Existing 63rd Ave and Julian St not connecting to a minor and principle arterial with traffic flowing through older established neighborhoods

-It will be much safer for residents of the existing neighborhood, and also for the Berkley residents with no through traffic

-No heavy truck traffic using the Berkley 63rd Ave between Federal and Lowell as presently several large straight trucks and semis use 63rd and Julian

-No intersection issues with 3-way traffic at 63rd Ave and Julian Street

-No issues with CDOT on a new State Highway Access Permit at 63rd Ave and Federal Blvd

-Less issue with connecting 63rd Ave to Lowell Blvd as a local street, as per Adams County (ch 8-07-03), since it would not become a through street (similar to 62Ave intersecting Lowell Blvd from the Aloha Beach community) We would recommend 63rd Ave onto the site should be private as it meets the PUD Standards, Section 3-30-03-02-01. This would be similar to 62nd Ave into Aloha Beach. It would follow along with 63rd Pl and 62nd Pl, and ensure adequate snow removal and maintenance.

We no longer request an Appeal to the Adams County Board of Adjustment. A copy of this transmission is being forwarded to the Case Manager for Public comment. Thank you for working with us, Jill.

Sincerely,

Jake and Patty Gasper

m glad ta hoan. 631A will not be going Blua through to to powell There's already traffic that arme down lesid already. grandkids plag alat more traffic would be traple also Uts very wede and we & other cars on the Street and there cou be some accidente than Emdee Vald Case Berkeley Shous Development

lynder Valder 3317 W. 6312 Ave THINK CORE Denue, Colo 8022

Department of Community . Economic Development 4430 So, Adams County Parkway Ste W2000 A

Brighton, Colo 80601-8216

- LARRERPROCESS STORES PERKLEY SHORES 1-3-2020 HI31 AM JAM INTERESTED IN SEEING THE STORM DRANAGE FROM ALL THE PROPERTIES NORTHOF THE SIGHT TO BYTH AVE. TO BE HISTORIC SURE THE FLOCE IS NOT IMPEPED BY THE PROPOSED DEVELOMENT,

Hi agian Libby;

Thank you for taking my call. Please add me to your list of "notifyables" (if there is such a word). And, if you have anything that I should have seen and you can email it to me, I would be very appreciative. Many thanks!!!!!

William E. "Bill" Watts REALTOR-DEVELOPER-BUILDER-CONTRACTOR 720-373-1803

Hello Mr. Kaspar,

I am reviewing the Berkely Shores construction plans and, am making sure that your concerns about the drainage issues are properly addressed. I've talked to a few people here at the County about your issue and I think there could be a broader solution. I can certainly make sure that the Berkely Shores development does not impeded any stormwater from leaving your property however, the real problem with your drainage issues lies with the storm sewer to the north of your property. At the south end of Knox Court there is a storm sewer inlet and a pipe that runs along your north property line and then turns south and goes along your eastern property line. The main reason that your property sees some flooding (as I think you pointed out) is that the storm inlet gets plugged up with garbage and the storm water then overtops the curb and flows on to your property. The County normally would come and clean that garbage out, so that the storm inlet and pipes work properly. However, for some reason, the County does not own the storm sewer or have an easement to access the storm inlet and pipes. Without ownership and an easement, County maintenance crews cannot access the storm sewer and perform the necessary maintenance. If you were to grant the County an easement over that storm sewer pipe (20' wide along the pipes centerline) the County's maintenance crews could perform the maintenance and your flooding issues would probably go away. County staff would take care or preparing all of the necessary document. All that would be required of you is to sign the easement documents and, allow County maintenance crews to enter the easement on your property from time to time. If this broader solution is something you are interested in pursuing please respond and let me know.

Sincerely, Matt Emmens

Senior Engineer, *Community and Economic Development* ADAMS COUNTY, COLORADO 4430 S. Adams County Parkway, W2000B Brighton, CO 80601 0: 720.523.6826 | memmens@adcogov.org www.adcogov.org Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

Request for Comments

Case Name: Berkley Shores Final Development Plan (FDP) and Final Plat Case Number: PRC2019-00019

December 13, 2019

Adams County Planning Commission and the Board of County Commissioners are requesting comments on the following requests:

A Final Development Plan (FDP) for 89 single-family attached (72 units) and detached housing (17 units) units on 9.73 acres; and
 A Final Plat for 89 parcels and 18 tracts on 9.73 acres.

The Assessor's Parcel Numbers are: 0182508200049, 0182508200050, 018250829001

Applicant Information:	6300 Lowell, LLC
	2100 Downing Street
	Denver, CO 80205

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216. (720) 523-6858 by **Friday, January 3, 2020** 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 <u>Ltart@adcogov.org</u>.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Part, AICP

Libby Tart, AICP Case Manager

Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco DISTRICT 2

BOARD OF COUNTY COMMISSIONERS

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 Mary Hodge DISTRICT 5 Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

Public Hearing Notification

Case Name: Case Number: Board of County Commissioners Hearing Date: Berkley Shores PRC2019-00019 Tuesday, July 21, 2020 at 9:30 a.m.

July 3, 2020

A public hearing has been set by the Adams County Board of County Commissioners to consider the following request: A REQUEST FOR: 1.) A FINAL DEVELOPMENT PLAN (FDP) FOR 89 SINGLE-FAMILY ATTACHED (72 UNITS) AND DETACHED HOUSING (17 UNITS) UNITS ON 9.73 ACRES; AND 2.) A FINAL PLAT FOR 89 PARCELS AND 18 TRACTS ON 9.73 ACRES; 3.) A WAIVER FROM SUBDIVISION DESIGN STANDARDS; AND 4.) A SUBDIVISION IMPROVEMENT AGREEMENT (SIA).

The Assessor's Parcel Number(s) 0182508200050; 0182508200049; 0182508209001 and the addresses of the request are 6300 and 6330 Lowell Boulevard, Denver, CO 80221

Applicant Information: HDC 6300 LOWELL BOULEVARD, LLLP

The Board of County Commissioners meeting is broadcast live on the Adams County YouTube channel and members of the public will be able to submit comments prior to the start of the public hearing that will then be entered into the record. The eComment period opens when the agenda is published and closes at 4:30 p.m. the Monday prior to the noticed meeting. For instructions on how to access the public hearing and submit comments, please visit <u>http://www.adcogov.org/bocc</u> for up to date information.

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. The full text of the proposed request and additional colored maps can be obtained by accessing the Adams County Community and Economic Development Department website at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

illy Jant, AICP

Libby Tart, AICP Case Planner/Senior Long Range Planner <u>ltart@adcogov.org</u> or 720-523-6858

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry DISTRICT 1 Charles "Chaz" Tedesco DISTRICT 2

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 Mary Hodge DISTRICT 5

PUBLICATION REQUEST

Case Name: BERKLEY SHORES

Case Number: PRC2019-00019

Board of County Commissioners Hearing Date: TUESDAY, JULY 21, 2020 at 9:30 a.m.

Case Manager: LIBBY TART, LTART@ADCOGOV.ORG, 720-523-6858

Request: A REQUEST FOR: 1.) A FINAL DEVELOPMENT PLAN (FDP) FOR 89 SINGLE-FAMILY ATTACHED (72 UNITS) AND DETACHED HOUSING (17 UNITS) UNITS ON 9.73 ACRES; AND 2.) A FINAL PLAT FOR 89 PARCELS AND 18 TRACTS ON 9.73 ACRES; 3.) A WAIVER FROM SUBDIVISION DESIGN STANDARDS; AND 4.) A SUBDIVISION IMPROVEMENT AGREEMENT (SIA).

Parcel Number: 0182508200050; 0182508200049; 0182508209001

Address of the Request: 6300 and 6330 Lowell Boulevard

Applicant: HDC 6300 LOWELL BOULEVARD, LLLP

Legal Description:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, WHENCE THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 BEARS NORTH 89°50'45" EAST, A DISTANCE OF 1319.83 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE SOUTH 03°39'02" EAST, A DISTANCE OF 659.53 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 89°51'38" EAST, A DISTANCE OF 620.30 FEET;

THENCE SOUTH 00°12'25" EAST, A DISTANCE OF 682.93 FEET;

THENCE SOUTH 89°53'23" WEST, A DISTANCE OF 620.70 FEET;

THENCE NORTH 00°10'25" WEST, A DISTANCE OF 682.62 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.726 ACRES, (423,658 SQUARE FEET), MORE OR LESS.

Virtual Meeting and Public Comment Information:

This meeting will be held virtually. Please visit <u>http://www.adcogov.org/bocc</u> for up to date information on accessing the public hearing and submitting comment prior to the hearing. The full text of the proposed request and additional colored maps can be obtained by accessing the Adams County Community and Economic Development Department website at <u>www.adcogov.org/planning/currentcases</u>.

ADAMS COUNTY 4430 S ADAMS COUNTY PKWY BRIGHTON CO 80601

ADAMS COUNTY 4430 SOUTH ADAMS COUNTY PKWY BRIGHTON CO 80601-8204

ALCAMO JOHN JEREMY 6357 OTIS STREET ARVADA CO 80003

ALOHA BEACH COMMUNITY ASSOCIATION INC C/O MSI LLC 11002 BENTON ST WESTMINSTER CO 80020-3200

ALOHA BEACH DEVELOPMENT CORP 3556 W 62ND AVENUE DENVER CO 80221

BAF 2 LLC 5001 PLAZA ON THE LK STE 200 AUSTIN TX 78746-1053

BAKER SCHOOL HOLDINGS LLLP 155 S MADISON ST STE 326 DENVER CO 80209-3069

BALL TANYA MINHAS 6495 W 53RD AVE ARVADA CO 80002-4018

BATSON REAL PROPERTY HOLDINGS LLC 14613 ORCHARD PKWY STE 200 WESTMINSTER CO 80023-9177

BILLINGER REGINA L 6341 KNOX CT DENVER CO 80221-1970 BLEEKER ELTON O AND BLEEKER FLORENCE E 3554 SHOSHONE ST DENVER CO 80211-3017

BOROWSKY LAWRENCE ALAN AND LOSHBAUGH HEIDI GAY 1680 YATES ST DENVER CO 80204-1035

BROZOVICH LINETTE M 12633 IRVING CIR BROOMFIELD CO 80020

CHAVEZ JACK R AND CHAVEZ GEORGE D 12925 COUNTY RD 21.6 WESTON CO 81091-9530

CITY OF WESTMINSTER 4800 W 92ND AVE WESTMINSTER CO 80030-6399

COLORADO INVESTMENT PROPERTIES LTD C/O G M HORTON 22 N CENTRAL AVE NO. 300 PHOENIX AZ 85004-2305

COPPER CHAI LLC 16398 W 51ST LN GOLDEN CO 80403-1686

CORTEZ ANGELA D 3145 W 40TH AVE DENVER CO 80211-2008

DJ MO LLC 150 NEVADA AVE PALO ALTO CA 94301-4119

DRAPEAU LAURA JEAN AND IACOVETTA BARBARA A TRUST THE 4280 HARLAN ST WHEAT RIDGE CO 80033-5120 ELLIOTT JOSEPH M TRUST 1/3 INT AND ELLIOTT GLADYS M 2/3 INT 6261 LOWELL BLVD DENVER CO 80221-1945

ELLIOTT JOSEPH MARION AND ELLIOTT GLADYS MARIE 6261 LOWELL BLVD DENVER CO 80221-1945

ELLIOTT WILLIAM ANTHONY AND ELLIOTT DONNA M 6321 LOWELL BLVD DENVER CO 80221-1947

ELLIOTT WILLIAM ANTHONY AND ELLIOTT DONNA MARIE 6321 LOWELL BLVD DENVER CO 80221-1947

FALCO PHILIP M 730 17TH ST STE 900 DENVER CO 80202-3540

GASPER JACOB A AND GASPER PATTY L A LIVING T RUST 1224 SPRUCE DR GOLDEN CO 80401-9183

GASPER JACOB A AND GASPER PATTY L TRUST 1224 SPRUCE DR GOLDEN CO 80401-9183

GERMAIN INVESTMENT COMPANY 1825 LAWRENCE STREET NO. 112 DENVER CO 80202

GLAZE FAMILY LLC 11101 ACOMA ST NORTHGLENN CO 80234-3908

GOERTZEN DAVID LEE 419 E FRASER DR PUEBLO CO 81007-1643 HANNEKE DONALD L AND HANNEKE BETTY SUE 445 SELMA AVENUE WEBSTER GROVE MO 63119

HANSEN MAURICE W AND HANSEN JANE A 10005 MEADE CT WESTMINSTER CO 80031-2476

HDC 6300 LOWELL BOULEVARD LLLP 2100 N DOWNING ST DENVER CO 80205-5271

HOVEN JAMES J 6585 W 2ND AVE LAKEWOOD CO 80226

J AND G PROPERTIES 1224 SPRUCE DR GOLDEN CO 80401-9183

JEREZ AUGUSTO 3586-88 W 64TH AVE DENVER CO 80221

KINCADE ROGER 3305 S DUDLEY COURT LAKEWOOD CO 80227

LOBO LIMITED LIABILITY COMPANY 3556 W 62ND AVE DENVER CO 80221

MEDINA JOSEPH PO BOX 211194 DENVER CO 80221-0398

MICHIELI ERIC A 3180 W 68TH AVE DENVER CO 80221-2614 MORALES JAIME AND HECTOR 6335 AND 6341 JULIAN ST DENVER CO 80221

NEIGHBORHOOD INVESTMENTS II LLC 3677 W 103RD DR WESTMINSTER CO 80031-2449

PACHELLI HOLDINGS LLC 11200 SAN RAFAEL AVE NE ALBUQUERQUE NM 87122-2432

RODRIGUEZ ANA A AND RODRIGUEZ MARIA T 941 DOWNING WAY DENVER CO 80229-5920

RUNGE BILLIE MARIE 9405 OBERON RD ARVADA CO 80004-5265

SMITH KIMBERLY NICOLE AND UBALLE ISAIAH DANIEL 6321 KNOX CT DENVER CO 80221-1970

SOKOL JOHN R 4015 S BOSTON ST DENVER CO 80237-1911

SORCAR PRAFULLA AND SORCAR SHIKHA 14565 W 58TH PL ARVADA CO 80004-3763

SPEICHER LORENZ C 16359 COUNTY RD S FT MORGAN CO 80701

SPERO JUNE BALISTRERI AND SPERO CLYDE M 3316 W 64TH AVE DENVER CO 80221-2164 TIFFANY TIMOTHY NEALE REVOCABLE TRUST AND TIFFANY RUTH GAIL REVOCABLE TRUST 6705 MAURY DR SAN DIEGO CA 92119-2026

TREAT SANFORD M III QTIP MARITAL TRUST PO BOX 1829 EDWARDS CO 81632-1829

WILLIAMS DANIEL C III AND WILLIAMS LORI J 3232 JELLISON ST WHEAT RIDGE CO 80033-5761

WORTH CLAY O AND WORTH CLAUDIA R 4650 OAK ST WHEAT RIDGE CO 80033-2648

BALAZ MARIAN AND BALAZ MARGARET AND ONETH IVET OR CURRENT RESIDENT 3300 W 63RD AVE DENVER CO 80221-1975

BALAZ MARIAN/MARGARET AND ONETH IVET OR CURRENT RESIDENT 3273 W 62ND AVE DENVER CO 80221-1907

BALES LARRY AARON AND BALES AMBER LEIGH OR CURRENT RESIDENT 6218 NEWTON CT ARVADA CO 80003-6724

BENZ THOMAS L AND BENZ JULIETTE F OR CURRENT RESIDENT 3260 W 63RD AVE DENVER CO 80221

BIERMAN ANITA R AND BIERMAN JENNAFER A/MICHAEL H OR CURRENT RESIDENT 3340 W 63RD AVE DENVER CO 80221-1975

BOYKIN RYAN P TRUST AND BOYKIN ALISHA F TRUST OR CURRENT RESIDENT 3345 W 62ND AVE DENVER CO 80221-1907 CAMARGO JAIME JR OR CURRENT RESIDENT 6361 JULIAN ST DENVER CO 80221

CARTER JAMES DAVIN AND CARTER MELINDA A OR CURRENT RESIDENT 3580 W 64TH AVE DENVER CO 80221-2168

CARTER JOSHUA BRYANT OR CURRENT RESIDENT 3508 W 62ND AVENUE DENVER CO 80221

DARLING KRISTINA OR CURRENT RESIDENT 3400 W 64TH AVE DENVER CO 80221-2164

DAVID STEVEN CHARLES OR CURRENT RESIDENT 3175 W 63RD AVE DENVER CO 80221-1963

DUPONT DERRICK D AND DUPONT MIA L OR CURRENT RESIDENT 6370 KNOX CT DENVER CO 80221-1971

DYER NATHAN JOSEPH OR CURRENT RESIDENT 6311 KNOX CT DENVER CO 80221-1970

ELLIOTT BRETT A AND ELLIOTT DONNA MARIA AND ELLIOT WILLIAM ANTHONY OR CURRENT RESIDENT 6321 LOWELL BLVD DENVER CO 80221-1947

ELLIOTT FRANK R JR AND ELLIOTT BROOKE MARIE OR CURRENT RESIDENT 3369 W 62ND AVE DENVER CO 80221-1907

ELLIOTT JOSEPH M AND ELLIOTT GLADYS M OR CURRENT RESIDENT 6261 LOWELL BLVD DENVER CO 80221-1945 ELLIOTT JOSEPH MARION AND ELLIOTT GLADYS MARIE OR CURRENT RESIDENT 6261 LOWELL BLVD DENVER CO 80221-1945

ENGQUIST SUSAN OR CURRENT RESIDENT 3351 W 64TH AVE DENVER CO 80221-2163

FANGANELLO MARILYN E OR CURRENT RESIDENT 6249 LOWELL BLVD DENVER CO 80221

FOSTER BROOKE C AND WILKINS JUSTIN M OR CURRENT RESIDENT 3513 W 62ND AVE DENVER CO 80221-1907

GAMMON JULI A OR CURRENT RESIDENT 3280 W 63RD AVE DENVER CO 80221

GILLAN ALAN D AND GILLAN KIMBERLY A OR CURRENT RESIDENT 3556 W 62ND AVE DENVER CO 80221

GREENE NANCY LEE OR CURRENT RESIDENT 3484 W 62ND AVE DENVER CO 80221

GROOTERS JON D AND GROOTERS DANYA L OR CURRENT RESIDENT 3297 W 62ND AVE DENVER CO 80221-1907

HAZE VERNON OR CURRENT RESIDENT 6348 LOWELL BLVD DENVER CO 80221

HIGGINS RHONDA J AND HIGGINS KELSEY M OR CURRENT RESIDENT 3340 W 62ND AVE DENVER CO 80221-1907 HOHN JAMES J AND HOHN MARLENE OR CURRENT RESIDENT 3465 W 62ND AVE DENVER CO 80221

HOOD TOBY D OR CURRENT RESIDENT 6161 LOWELL BLVD DENVER CO 80221-1943

HUYNH DUNG V OR CURRENT RESIDENT 6268 NEWTON CT ARVADA CO 80003-6724

JOHNSON PAUL E D OR CURRENT RESIDENT 6298 NEWTON CT ARVADA CO 80003-6725

KASPAR PHILLIP ROY JR OR CURRENT RESIDENT 6340 LOWELL BLVD DENVER CO 80221

KASPAR PHILLIP ROY JR OR CURRENT RESIDENT 6309 JULIAN ST DENVER CO 80221-1972

LEE JESSE AND LEE CHERI L OR CURRENT RESIDENT 3280 W 64TH AVE DENVER CO 80221-2160

MACIAS NICHOLAS ALAN AND MACIAS JENNIFER NICOLE OR CURRENT RESIDENT 6248 NEWTON CT ARVADA CO 80003-6724

MADDEN RONALD DAVID OR CURRENT RESIDENT 3333 W 64TH AVE DENVER CO 80221-2163

MANCHEGO FRANK A AND MANCHEGO TONITA E OR CURRENT RESIDENT 3561 W 62ND AVE DENVER CO 80221 MASSA RYAN OR CURRENT RESIDENT 3436 W 62ND AVE DENVER CO 80221-1907

MC CURDY KENT AND MC CURDY DANIELLE OR CURRENT RESIDENT 3320 W 63RD AVE DENVER CO 80221

MCCLURE ROBERT AND MCCLURE JODIE OR CURRENT RESIDENT 3364 W 62ND AVE DENVER CO 80221-1907

MERCER DONALD Z OR CURRENT RESIDENT 6378 LOWELL BLVD DENVER CO 80221-1948

MILLS GAIL L AND MILLS ROBERT G OR CURRENT RESIDENT 3349 W 64TH AVE DENVER CO 80221-2163

MORALES MARILU OR CURRENT RESIDENT 3335 W 63RD AVE DENVER CO 80221-1906

MORRILL SCOTT OR CURRENT RESIDENT 3441 W 62ND AVE DENVER CO 80221-1907

NORRIS AMANDA OR CURRENT RESIDENT 3321 W 62ND AVE DENVER CO 80221

OSTERMILLER JEREMY OR CURRENT RESIDENT 3412 W 62ND AVE DENVER CO 80221-1907

RIEF FAMILY TRUST THE OR CURRENT RESIDENT 3393 W 62ND AVE DENVER CO 80221-1907 RIOPELLE SCOTT OR CURRENT RESIDENT 3390 W 63RD AVE DENVER CO 80221-1975

ROBLES FIDEL AND JOSEFA OR CURRENT RESIDENT 3585 W 62ND AVE DENVER CO 80221

RODRIGUEZ ALONZO J OR CURRENT RESIDENT 6380 LOWELL BLVD DENVER CO 80221-1948

SENA TOMMY L AND GARCIA DORIS M OR CURRENT RESIDENT 6258 NEWTON CT ARVADA CO 80003-6724

SHOPPMAN STEVEN C OR CURRENT RESIDENT 3380 W 63RD AVE DENVER CO 80221-1975

SMITH ERIN LOUISE OR CURRENT RESIDENT 6288 NEWTON CT ARVADA CO 80003-6725

SMITH JASON C OR CURRENT RESIDENT 6350 LOWELL BLVD DENVER CO 80221-1948

SMITH KIMBERLY NICOLE AND UBALLE ISAIAH DANIEL OR CURRENT RESIDENT 6321 KNOX CT DENVER CO 80221-1970

SPERO CLYDE M AND SPERO JUNE C OR CURRENT RESIDENT 3316 W 64TH AVE DENVER CO 80221-2164

STACY TOM AND STACY BETH OR CURRENT RESIDENT 3388 W 62ND AVE DENVER CO 80221-1907 STEVENS THOMAS B AND STEVENS CONNIE JO OR CURRENT RESIDENT 3316 W 62ND AVE DENVER CO 80221

SULLIVAN MATTHEW OR CURRENT RESIDENT 6228 NEWTON CT ARVADA CO 80003-6724

TAHA HAMID AND TAHA SHANNON M OR CURRENT RESIDENT 3292 W 62ND AVE DENVER CO 80221

TEBBEN BRITTANY TEBBEN DAVID OR CURRENT RESIDENT 6308 NEWTON CT ARVADA CO 80003-6725

VANDEMOER CRAIG H TRUST THE 1/2 INT STAHLMAN MARTI J TRUST THE 1/2 INT OR CURRENT RESIDENT 3489 W 62ND AVE DENVER CO 80221-1907

VIGIL PATRICK C AND VIGIL NANCY A OR CURRENT RESIDENT 6238 NEWTON CT ARVADA CO 80003-6724

WALZ TERESA L AND WALZ MEL R OR CURRENT RESIDENT 3417 W 62ND AVE DENVER CO 80221-1907

WASHINGTON KEITH B OR CURRENT RESIDENT 6324 JULIAN ST DENVER CO 80221-1973

WATSON THOMAS RAMEY AND BASEGGIO VICTORIA J OR CURRENT RESIDENT 3537 W 62ND AVE DENVER CO 80221-1907

WENINGER LAURA E AND HEFFERMAN PAUL OR CURRENT RESIDENT 3360 W 63RD AVE DENVER CO 80221 WINNICK RICHARD E AND PENSICK THERESA J OR CURRENT RESIDENT 3268 W 62ND AVE DENVER CO 80221-1907

YANG XAO OR CURRENT RESIDENT 6318 JULIAN ST DENVER CO 80221-1973

CURRENT RESIDENT 3680 W 64TH AVE ARVADA CO 80003-6502

CURRENT RESIDENT 6278 NEWTON CT ARVADA CO 80003-6725

CURRENT RESIDENT 3317 W 63RD AVE DENVER CO 80221-1906

CURRENT RESIDENT 3321 W 63RD AVE DENVER CO 80221-1906

CURRENT RESIDENT 3349 W 63RD AVE DENVER CO 80221-1906

CURRENT RESIDENT 3355 W 63RD AVE DENVER CO 80221-1906

CURRENT RESIDENT 3367 W 63RD AVE DENVER CO 80221-1906

CURRENT RESIDENT 3375 W 63RD AVE DENVER CO 80221-1906 CURRENT RESIDENT 3385 W 63RD AVE DENVER CO 80221-1906

CURRENT RESIDENT 3391 W 63RD AVE DENVER CO 80221-1906

CURRENT RESIDENT 3460 W 62ND AVE DENVER CO 80221-1907

CURRENT RESIDENT 3532 W 62ND AVE DENVER CO 80221-1907

CURRENT RESIDENT 6231 LOWELL BLVD DENVER CO 80221-1945

CURRENT RESIDENT 6300 LOWELL BLVD DENVER CO 80221-1948

CURRENT RESIDENT 6330 LOWELL BLVD DENVER CO 80221-1948

CURRENT RESIDENT 6364 LOWELL BLVD DENVER CO 80221-1948

CURRENT RESIDENT 3185 W 63RD AVE DENVER CO 80221-1963

CURRENT RESIDENT 3170 W 63RD AVE DENVER CO 80221-1965 CURRENT RESIDENT 3180 W 63RD AVE DENVER CO 80221-1965

CURRENT RESIDENT 3261 W 63RD AVE DENVER CO 80221-1966

CURRENT RESIDENT 3291 W 63RD AVE DENVER CO 80221-1966

CURRENT RESIDENT 3295 W 63RD AVE DENVER CO 80221-1966

CURRENT RESIDENT 6311 KNOX CT DENVER CO 80221-1970

CURRENT RESIDENT 6325 KNOX CT DENVER CO 80221-1970

CURRENT RESIDENT 6335 KNOX CT DENVER CO 80221-1970

CURRENT RESIDENT 6361 KNOX CT DENVER CO 80221-1970

CURRENT RESIDENT 6371 KNOX CT DENVER CO 80221-1970

CURRENT RESIDENT 6320 KNOX CT DENVER CO 80221-1971 CURRENT RESIDENT 6330 KNOX CT DENVER CO 80221-1971

CURRENT RESIDENT 6340 KNOX CT DENVER CO 80221-1971

CURRENT RESIDENT 6350 KNOX CT DENVER CO 80221-1971

CURRENT RESIDENT 6321 JULIAN ST DENVER CO 80221-1972

CURRENT RESIDENT 6331 JULIAN ST DENVER CO 80221-1972

CURRENT RESIDENT 6341 JULIAN ST DENVER CO 80221-1972

CURRENT RESIDENT 6310 JULIAN ST DENVER CO 80221-1973

CURRENT RESIDENT 6338 JULIAN ST DENVER CO 80221-1973

CURRENT RESIDENT 6340 JULIAN ST DENVER CO 80221-1973

CURRENT RESIDENT 6344 JULIAN ST DENVER CO 80221-1973 CURRENT RESIDENT 6354 JULIAN ST DENVER CO 80221-1973

CURRENT RESIDENT 6364 JULIAN ST DENVER CO 80221-1973

CURRENT RESIDENT 6380 JULIAN ST DENVER CO 80221-1973

CURRENT RESIDENT 3345 W 64TH AVE DENVER CO 80221-2163

CURRENT RESIDENT 3312 W 64TH AVE DENVER CO 80221-2164

CURRENT RESIDENT 3326 W 64TH AVE DENVER CO 80221-2164

CURRENT RESIDENT 3330 W 64TH AVE DENVER CO 80221-2164

CURRENT RESIDENT 3586 W 64TH AVE DENVER CO 80221-2168

CURRENT RESIDENT 3596 W 64TH AVE DENVER CO 80221-2168

CURRENT RESIDENT 3350 W 64TH AVE UNIT 1 DENVER CO 80221-2191 CURRENT RESIDENT 3350 W 64TH AVE UNIT 2 DENVER CO 80221-2191

CURRENT RESIDENT 3350 W 64TH AVE UNIT 3 DENVER CO 80221-2191



Referral Listing Case Number PRC2019-00019 BERKLEY SHORES

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Agency	Contact Information
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BERKELEY WATER & SAN DISTRICT	SHARON WHITEHAIR 4455 W 58TH AVE UNIT A ARVADA CO 80002 (303) 477-1914 berkeleywater@gmail.com
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Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com

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Joe Jamsay 3172 E 78th Ave Denver CO 80229 303-288-6664 jjames@nwswsd.com
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Kerry Gress kgress@adcogovorg 720.523.6832 kgress@adcogov.org

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TRI-COUNTY HEALTH DEPARTMENT	MONTE DEATRICH 4201 E. 72ND AVENUE SUITE D COMMERCE CITY CO 80022 (303) 288-6816 mdeatrich@tchd.org
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Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health

Tri-County Health landuse@tchd.org

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WESTMINSTER SCHOOL DISTRICT #50	Jackie Peterson 7002 Raleigh Street WESTMINSTER CO 80030 720-542-5100 jpeterson@adams50.org
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com

CERTIFICATE OF POSTING



I, Libby Tart, do hereby certify that I had the property posted at

6300 and 6330 Lowell Boulevard

on July 2, 2020

in accordance with the requirements of the Adams County Zoning Regulations

Sills Jart, AICP Libby Tart

Berkley Shores PRC2019-00019

July 21, 2020 Board of County Commissioners Community and Economic Development Case Manager: Libby Tart

Request

1. Final Development Plan (FDP) to allow 89 for-sale units on 9.726 acres in a PUD zone district

- 17 single-family detached, 72 single-family attached
- 2. Major Subdivision (Final Plat) to create 89 lots and 18 tracts on approximately 9.726 acres
- 3. Waiver from Street Design Standards
 - To allow for a wider street width
- 4. Subdivision Improvement Agreement (SIA)
 - For Public Improvements

Background

Berkley Shores Metropolitan District Service Plan
 – Presented at the BoCC on 8-20-19; BoCC unanimously recommended approval

6300 Lowell/Berkley Shores PDP/Preliminary Plat/Waiver

Presented at the BoCC on 9-17-19; BoCC unanimously approved

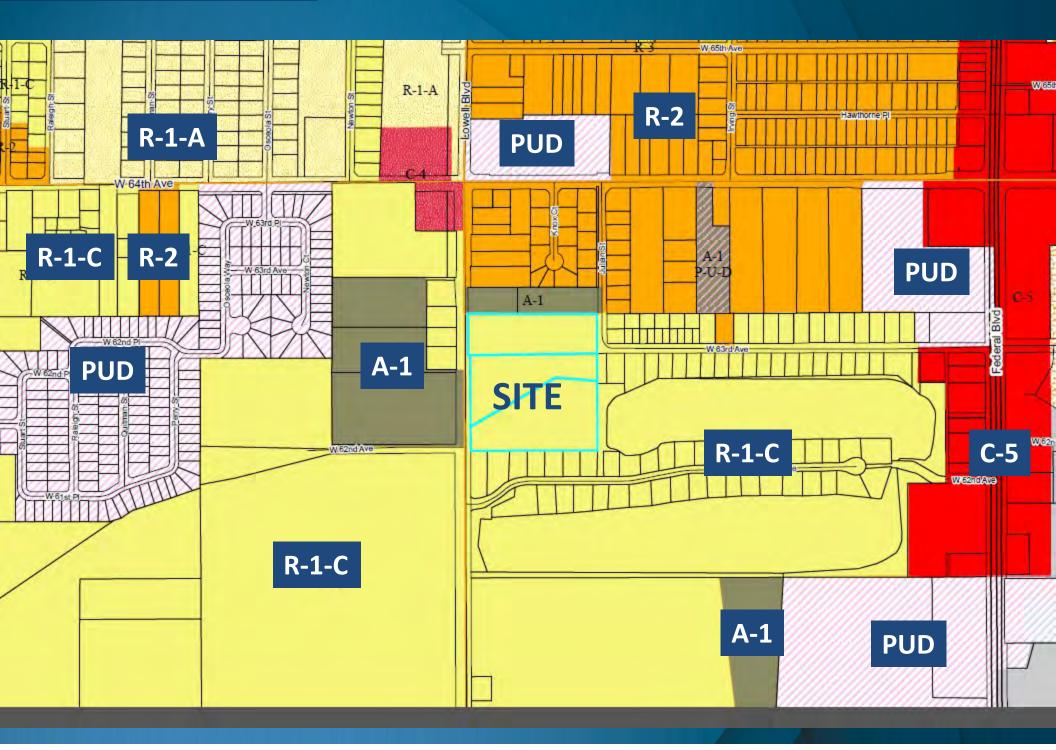
<u>Aerial View</u> 6300 and 6330 Lowell Blvd.



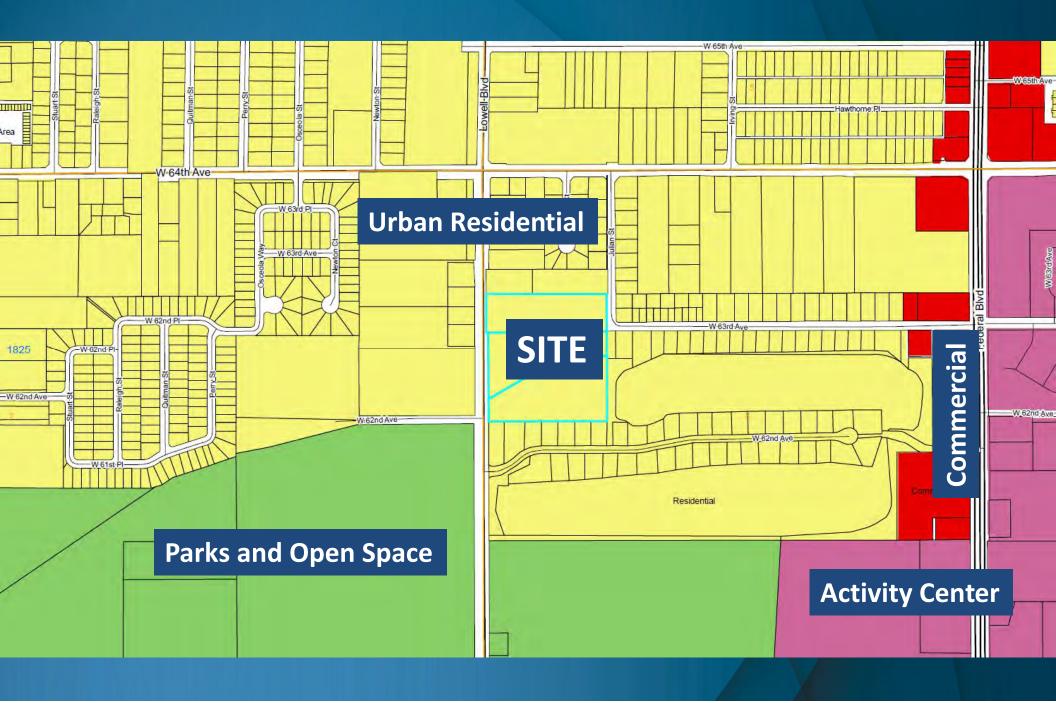
<u>Aerial View</u> 6300 and 6330 Lowell



Current Zoning Map



Future Land Use Map



Overview

Berkley Shores proposes the following:

- 89 Units
 - 17 Single-Family Detached (1500-1900 s.f.)
 - 72 Single-Family Attached/Townhomes (568-1550 s.f.)
 - 4 ADA units
 - 6 2-Story units
 - 62 3-Story units
- 43% Open Space (30% Required)
 - Tract A is 30% open space with 25% "activated" with trails, open play area, and area surrounding the lake
- Parking Ratio of 2.0 Spaces Per Unit
 - 34 spaces for the SFD
- Parking Ratio of 2.0 Spaces Per Unit + 0.5 Spaces Per Unit For Guests
 - 180 spaces for the SFA/Townhomes
 - Additional 12 covered spaces available for sale to owners

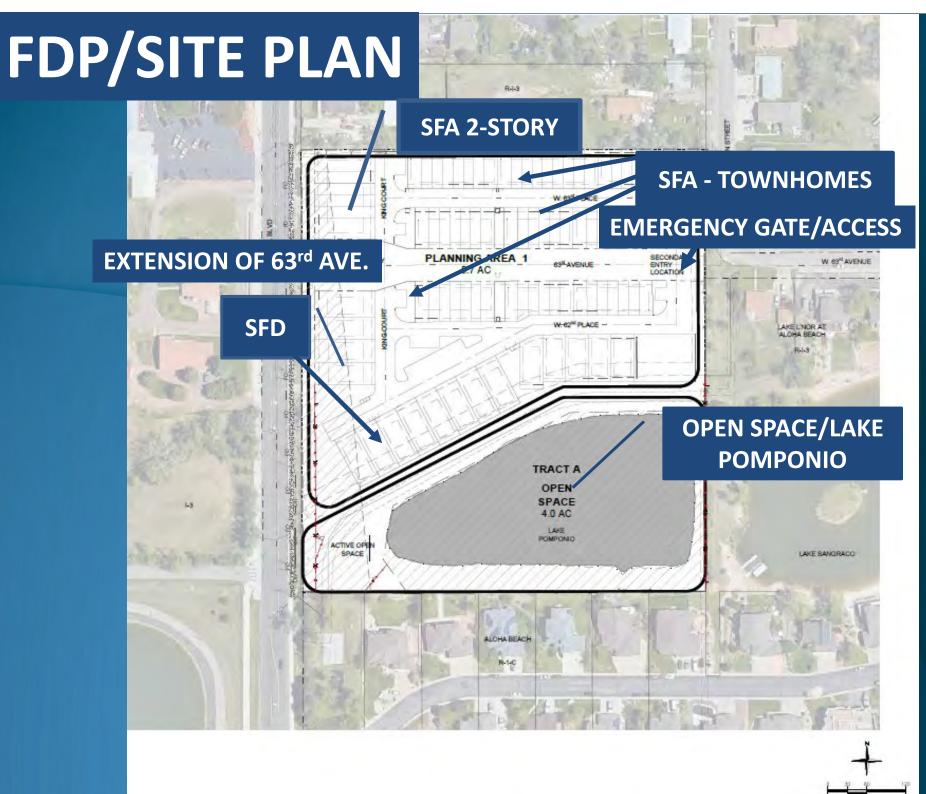
Final Development Plan (FDP)

- A FDP is the latter of two approvals:
 - Site-specific development plan
 - Final plat
 - SIA
- Includes:
 - Housing type and design
 - Development standards
 - Parking
 - Landscape
 - Open space and active recreation

Criteria for Final Development Plan

Section 2-02-10-04

- 1. Conforms to Comprehensive Plan
- 2. Conforms to PUD standards
- 3. Consistent with approved PDP
- 4. Construction plans meet all County, Utility, Tri-County, etc. requirements



SCALE 1" = 60"

Architectural Design



COMMON AREA LANDSCAPE

ON-LOT LANDSCAPE

Front of Single Family Attached (Townhome) Elevations

FOR ILLUSTRATION

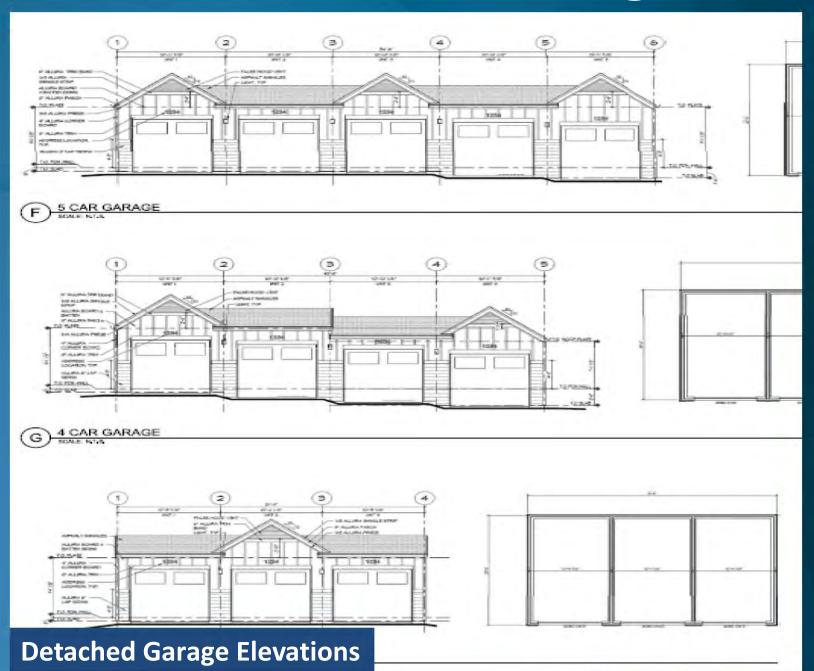


Single Family Detached Elevations

Architectural Design



Architectural Design



Open Space and Active Recreation Areas

43% Open Space

Amenities:

- 2.7-acre Lake Pomponio
- Lake Trail
- Pocket Park and PlaygroundCommunity Fishing Pier
- Gardens

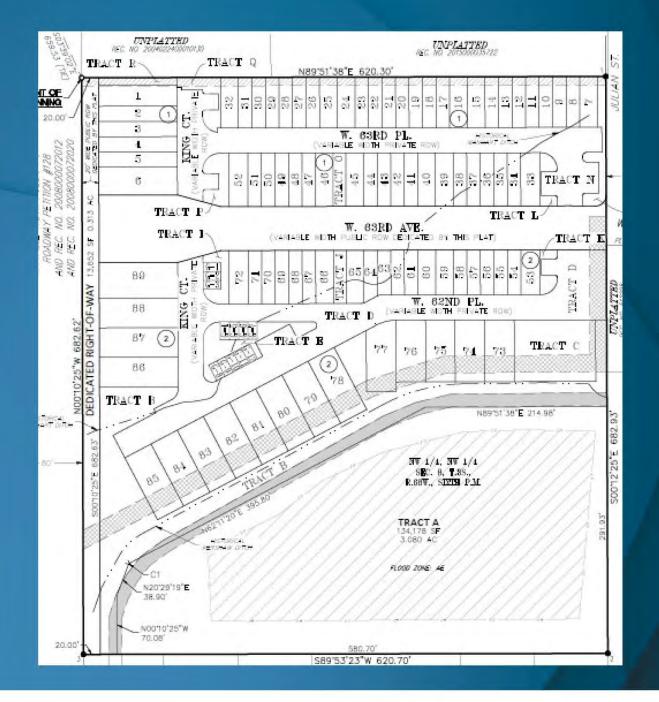


Major Subdivision Final Plat Criteria

Section 2-02-17-04

- 1. Conforms to approved preliminary plat
- 2. Conforms to subdivision design standards
- 3. Sufficient water supply
- 4. Sufficient public sewage
- 5. Identify any topographical conditions
- 6. Adequate drainage improvements
- 7. Adequate public infrastructure and collateral

Final Plat



Major Subdivision-Final Plat

- Conforms to approved Preliminary Plat
- Conforms to Subdivision Design Standards
- Adequate public infrastructure to support the development (Crestview Water & Sanitation)
- Subdivision Improvement Agreements (SIA) signed and executed

Waiver from Subdivision Design Standards

Section 2-02-15

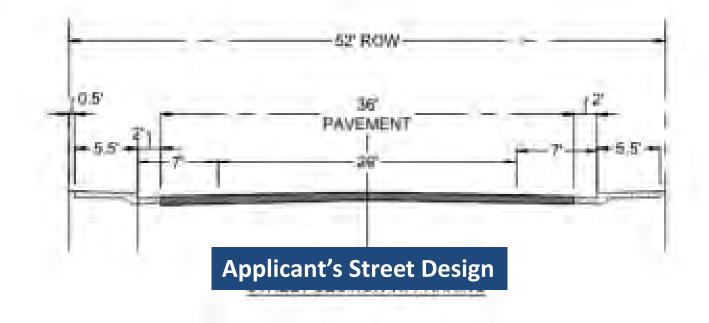
Section 5-03-06-01-02 states that "roadway design must adhere to the standards and specifications contained in the Adams County Engineering Design and Construction Standards and Specifications contained these standards and regulations".

CRITERIA FOR APPROVAL:

- 1. Extraordinary hardships or practical difficulties result from strict compliance with these standards and regulations;
- 2. The purpose of these standards and regulations are served to a greater extent by the alternative proposal;
- 3. The waiver does not have the effect of nullifying the purpose of these standards and regulations.

Waiver





Waiver

Applicant is requesting the street design waiver:

- To retain the proposed on-street parking
- To meet Adams County Fire Rescue's minimum clear distance of 26-feet for a fire apparatus

Photo of the Lake



Photo of the Lake (Looking South)





HIGHLAN

A HA



APPENDER FOR STOLEN







Referral Comments

Notifications Sent	Comments Received
81	5

- Property Owners and Residents within 750 ft
- Two Neighborhood Meetings Held Prior to Start of Application
 - Creation of Emergency Access Gate at Julian and 63rd
 - 4 ADA Single Story Units (to Address Height/Transitions to 3-Story Townhomes)

Comments:

 – Xcel, Adams County Fire Rescue, USGS, CDOT: Worked Through Easements and Access Questions and Concerns

No concerns:

 State Division of Water Resources, North Pecos Water & Sanitation, Perl Mack Neighborhood Group

Conclusion

- The Four Requests are consistent with:
 - Adams County Development Standards and Regulations
 - Imagine Adams County Comprehensive Plan
 - Adams County Transportation Plan
 - Adams County Balanced Housing Plan
 - The Berkley Shores PUD Standards and approved PDP
 - Construction Plans meet all County, Utility, and other requirements

Recommendation

(PRC2019-00019 Berkley Shores)

Staff recommends **Approval** of the Berkley Shores FDP, Final Plat, Subdivision Street Design Waiver, and SIA based on 14 Findings-of-Fact and 1 Note.

Recommended Note

1. The applicant shall adhere to all fire, animal, health, zoning, and building codes.



TOD Radius Map

Three Stations within an 1-2-mile radius





Zoning Comparison

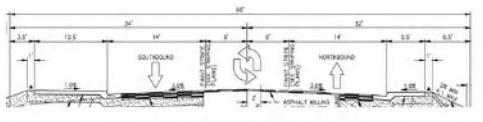
Zoning	R-3	6300 Lowell (Proposed)
Minimum Lot Size	2,500 s.f. (individual attached lots) 9,500 s.f. (attached units on one lot)	2,500 s.f. (SFD) 1,650 s.f. (SFA 2-story rear) 880 s.f. (SFA 3-story front) 1100 s.f. (SFA 3-story rear)
Maximum Density	14 d.u./acre	9.15 d.u./acre
Front Setback	20-feet	10-feet (internal) 20-feet (from Lowell)
Side Setback	5-feet (individual attached end unit) 20-feet (attached end unit on single lot)	3-feet (corner private street/open space) 10-feet (corner – SFD and collector)
Rear Setback	20-feet	18-feet (rear-loaded SFD) 15-feet (front-loaded SFA) 18-feet (rear-loaded SFA)
Maximum Height	35-feet	40-feet (SFD) 45-feet (SFA)

Capital Improvement Projects

A CONTRACT OF A CONTRACTOR

LOWELL BLVD PROJECT





1-76

Typical Section



PUBLIC WORKS

SCOPE

Lowell Blvd. from Clear Creek to 62nd Avenue, Widen for center turn lanes, add curb, gutter, and sidewalk on both sides of street.

PROJECT COST

\$3,200,000

SCHEDULE

Engineering Design	Completed
ROW Acquisition	Early 2018
Construction	

2018 1st QUARTER UPDATE

Engineering design is complete, ROW acquisition is approximately 90% complete. Construction is anticipated later this year.

2018 2nd OUARTER UPDATE

Negotiations with utilities and railroads completed. Agreements for approval submitted.

CONTACT PUBLIC WORKS

720.523.6875 publicworks@adcogov.org

Capital Improvement Projects

Goat Hill West Neighborhood Improvements



Neighborhood improvements - Curb, gutter, sidewalks, drainage, widening W 62nd Ave, W 63rd Ave, W 62nd Ct, W 63rd Ct, Julian St, Clay St, and Beach St, from W 62nd Avenue north to W 64th Ave and from Lowell to east of Beach St.

