

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 September 29, 2020 9:30 AM

Watch the virtual meeting through our You Tube Channel https://www.youtube.com/channel/UC7KDbF1XykrYlxnfhEH5XVA

- 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

A. List of Expenditures Under the Dates of September 14-18, 2020 B. Minutes of the Commissioners' Proceedings from September 22, 2020 C. Resolution Approving Development Agreement between Adams County and Division 9 Construction, Inc. (File approved by ELT) D. Resolution Authorizing Casandra Vossler, Fair & Special Events Manager, Entering into Entertainment, Food Concessions, Sponsors, and Exhibitor Agreements for the Purpose of Securing Entertainment, Food Vending, Sponsorships, and Exhibitors for the 2021 Adams County Stars and Stripes Celebration, County Fair and Concert in the Park (File approved by ELT) E. Resolution Adopting Hearing Officer's Recommendations for Decisions Regarding Property Tax Abatement Petitions (File approved by ELT) F. Resolution Approving Right-of-Way Agreement between Adams County and Temptee Brand Steaks, Inc. and Kuettel + 2 LLC, for Property Necessary for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street (File approved by ELT) G. Resolution Approving Right-of-Way Agreement between Adams County and Kuettel + 2 LLC, for Property Necessary for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street (File approved by ELT) H. Resolution Approving Right-of-Way Agreement between Adams County and Ready Mixed Concrete Company, for Property Necessary for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street (File approved by ELT) I. Resolution Approving Right-of-Way Agreement between Adams County and KSKK, LLC, for Property Necessary for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street (File approved by ELT) J. Resolution Approving Right-of-Way Agreement between Adams County and Paris Family, LLC, for Property Necessary for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street (File approved by ELT) K. Resolution Approving Contract to Buy & Sell Real Estate between Adams County and Maroon Creek Ventures, LLC for the Property Located at 10705 Fulton Street (File approved by ELT) Resolution Approving Abatement Petitions And Authorizing the Refund of L. Taxes for Account Numbers P0019293, R0182963, R0014585, P0004869, P0019293, R0104680, R0014130, P0036402, R0129953, R0189047, R0194326, and R0183437 (File approved by ELT)

Resolution Adopting Hearing Officer's Recommendation for Decision

Regarding Property Tax Abatement Petition R0059886

(File approved by ELT)

M.

7. NEW BUSINESS

A. COUNTY MANAGER

1.	Resolution Authorizing Fourth Supplemental Appropriations to the
	2020 Adams County Government Budget
	(File approved by ELT)

- Resolution Approving a Purchase Order between Adams County and Honnen Equipment Company for Three 2020 John Deere 772GP Motor Graders
 (File approved by ELT)
- Resolution Approving a Purchase Order to Bruckner Truck Sales for the Purchase of Two Tandem Axle Dump Trucks with Front Plow and End Dump Bodies
 (File approved by ELT)
- 4. Resolution Approving a Purchase Order between Adams County and HP, Inc., for the Voter Service and Polling Center Laptops (File approved by ELT)
- 5. Resolution Approving an Agreement between Adams County and Douglass Colony Group for the Service Center Roof Replacement (File approved by ELT)

B. COUNTY ATTORNEY

8. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams Net Warrant by Fund Summary

Fund	Fund	
Number	Description	Amount
1	General Fund	1,645,983.86
4	Capital Facilities Fund	378,312.10
6	Equipment Service Fund	592,232.43
13	Road & Bridge Fund	2,946,374.64
19	Insurance Fund	3,525,528.53
27	Open Space Projects Fund	2,760.86
28	Open Space Sales Tax Fund	4,800.00
30	Community Dev Block Grant Fund	12,732.00
31	Head Start Fund	7,166.67
34	Comm Services Blk Grant Fund	42,401.18
35	Workforce & Business Center	33.70
43	Colorado Air & Space Port	83,458.08
50	FLATROCK Facility Fund	1,736.03
	_	9,243,520.08

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	General Fund	
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Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00006474	1061152	ADAMS COUNTY SCHOOL DIST 14	09/15/20	947,707.54
00006475	776964	TRACKER	09/16/20	4,740.00
00006513	433702	QUANTUM WATER & ENVIRONMENT	09/16/20	1,600.00
00006516	374481	THE MASTERS TOUCH LLC	09/16/20	586.06
00006535	1017428	B&R INDUSTRIES	09/18/20	1,320.00
00006536	1053458	BRYAN LAURA CHRISTINE	09/18/20	250.00
00006537	1052521	COCREATE COEVOLVE LLC	09/18/20	500.00
00752397	13056	ADAMS COUNTY SCHOOL DIST 14	09/17/20	1,650.00
00752398	47501	ADAMS COUNTY SHOOTING SPORTS	09/17/20	40.00
00752399	91631	ADAMSON POLICE PRODUCTS	09/17/20	822.30
00752401	809991	ALCOCK LAW GROUP	09/17/20	66.00
00752402	32273	ALL COPY PRODUCTS INC	09/17/20	129.94
00752403	729766	ALLEGAR SEAN	09/17/20	80.66
00752405	12012	ALSCO AMERICAN INDUSTRIAL	09/17/20	240.77
00752406	786384	ALTITUDE COMMUNITY LAW	09/17/20	19.00
00752407	1029821	AMERICAN EXPRESS	09/17/20	25.00
00752408	514940	AMERICAN WEST CONSTRUCTION	09/17/20	89,950.75
00752412	237471	AZZOLINA CAROL	09/17/20	87.64
00752413	3020	BENNETT TOWN OF	09/17/20	1,500.00
00752416	494250	BLACK ROOFING INC	09/17/20	853.00
00752417	673295	BODIE ENGER LAW TRUST	09/17/20	19.00
00752418	13160	BRIGHTON CITY OF (WATER)	09/17/20	788.82
00752419	13160	BRIGHTON CITY OF (WATER)	09/17/20	4,887.30
00752420	13160	BRIGHTON CITY OF (WATER)	09/17/20	21,379.53
00752421	13160	BRIGHTON CITY OF (WATER)	09/17/20	107.22
00752422	13160	BRIGHTON CITY OF (WATER)	09/17/20	16,586.78
00752425	32456	CACCB	09/17/20	1,020.00
00752430	661015	CHP METRO NORTH LLC	09/17/20	1,050.00
00752432	99357	COLO MEDICAL WASTE INC	09/17/20	273.00
00752433	2157	COLO OCCUPATIONAL MEDICINE PHY	09/17/20	1,608.00
00752434	612089	COMMERCIAL CLEANING SYSTEMS	09/17/20	400.00
00752435	656568	COMMERCIAL VEHICLE TRAINING CE	09/17/20	2,130.00
00752437	40374	COSTAR REALTY INFORMATION INC	09/17/20	4,161.16
00752438	968171	CRIBB KINDALL	09/17/20	1,105.65
00752439	854423	Curtis Blue Line	09/17/20	267.35
00752443	564091	DENTONS US LLP	09/17/20	24,000.00

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County of Adams

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00752445	21656	DEVILLIER CINDY	09/17/20	500.00
00752446	759275	DICKINSON, MAGGIE	09/17/20	48.00
00752447	13409	EASTERN DISPOSE ALL	09/17/20	326.00
00752448	8820020	EMERGENCY POWER SERVICES CO IN	09/17/20	1,475.00
00752452	1042593	FLEX FLEET RENTAL LLC	09/17/20	4,660.66
00752453	698569	FOREST SEAN	09/17/20	65.00
00752454	426777	FRANCY LAW FIRM	09/17/20	38.00
00752455	1065276	FULLER KIM	09/17/20	50.00
00752458	358482	HOLST AND BOETTCHER	09/17/20	19.00
00752459	79260	IDEXX DISTRIBUTION INC	09/17/20	665.13
00752460	433932	INDUSTRIAL PIPE SOLUTIONS	09/17/20	3,689.00
00752463	759340	JOHNSON, RYAN	09/17/20	34.00
00752464	788066	JORDON PERLMUTTER & CO	09/17/20	66.00
00752466	40395	KUMAR & ASSOCIATES INC	09/17/20	204.38
00752468	192058	LADWIG MICHAEL V MD PC	09/17/20	1,122.00
00752469	357744	LEVERSEE THOMAS F LCSW	09/17/20	280.00
00752470	41022	LEWIS HIMES ASSOCIATES INC	09/17/20	2,915.00
00752471	976517	LIFE RECOVERY CENTER	09/17/20	1,470.00
00752472	797973	MARKET STREET MANAGEMENT LLC	09/17/20	19,499.00
00752473	871154	MEI TOTAL ELEVATOR SOLUTIONS	09/17/20	18,854.62
00752474	665955	MIDTOWN LLC	09/17/20	175.00
00752476	32947	MOBILE STORAGE SOLUTIONS	09/17/20	34,563.00
00752477	1066268	MORRISSEY KYM	09/17/20	25.00
00752480	13591	MWI VETERINARY SUPPLY CO	09/17/20	294.53
00752481	498351	NATIONAL VALUATION CONSULTANTS	09/17/20	5,700.00
00752482	1052102	NEAL ROBERT	09/17/20	30.00
00752483	16428	NICOLETTI-FLATER ASSOCIATES	09/17/20	970.00
00752484	13774	NORTH PECOS WATER & SANITATION	09/17/20	41.13
00752485	20458	NORTHSIDE EMERGENCY PET CLINIC	09/17/20	482.50
00752486	33716	OLD VINE PINNACLE ASSOCIATES	09/17/20	800.00
00752487	1067316	OLIVAS OLGUIN AMANDA	09/17/20	19.00
00752491	176327	PITNEY BOWES GLOBAL FINANCIAL	09/17/20	1,152.54
00752493	1067319	PRIMBLE TAMMY	09/17/20	19.00
00752495	725956	PRUDENTIAL OVERALL SUPPLY	09/17/20	165.84
00752496	317909	RAFTELIS FINANCIAL CONSULTANTS	09/17/20	15,000.00
00752497	762299	RED FLAG REPORTING	09/17/20	3,250.00

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County of Adams

1	General Fund	
	General Fund	

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00752498	422902	ROADRUNNER PHARMACY INCORPORAT	09/17/20	380.48
00752499	1053529	ROCKY MOUNTAIN SIGNING CO INC	09/17/20	5,000.00
00752500	44131	ROGGEN FARMERS ELEVATOR ASSN	09/17/20	104.10
00752501	1067315	S2 SIGNS	09/17/20	19.00
00752503	1029870	SANTIAGOS MEXICAN RESTURANT	09/17/20	970.00
00752504	987225	SCHLISNER FLOORING	09/17/20	834.00
00752505	574170	SCHULTZ PUBLIC AFFAIRS LLC	09/17/20	4,333.33
00752510	13932	SOUTH ADAMS WATER & SANITATION	09/17/20	940.07
00752511	71946	SPRINGMAN, BRADEN, WILSON & PO	09/17/20	66.00
00752515	13949	STRASBURG SANITATION	09/17/20	561.45
00752516	599714	SUMMIT FOOD SERVICE LLC	09/17/20	28,318.50
00752517	41889	SUNSTATE EQUIPMENT CO LLC	09/17/20	3,635.00
00752518	1047964	SYMMETRY ENERGY SOLUTIONS LLC	09/17/20	4,980.54
00752520	1066269	THIEME MELISSA	09/17/20	965.00
00752521	7189	TOSHIBA FINANCIAL SERVICES	09/17/20	12,057.10
00752522	666214	TYGRETT DEBRA R	09/17/20	108.00
00752523	1035011	U-HAUL CREDIT ADMINISTRATION	09/17/20	50.00
00752524	334935	UNC FOUNDATION/ EAST COLORADO	09/17/20	10,000.00
00752525	1007	UNITED POWER (UNION REA)	09/17/20	25.45
00752526	1007	UNITED POWER (UNION REA)	09/17/20	33.03
00752527	1007	UNITED POWER (UNION REA)	09/17/20	236.11
00752547	1029885	US VENTURE	09/17/20	1,150.00
00752548	227333	VARGO & JANSON, P.C.	09/17/20	19.00
00752549	618587	VECTOR DISEASE CONTROL INTERNA	09/17/20	230,349.00
00752550	1066271	VUE DAO	09/17/20	400.00
00752553	338508	WRIGHTWAY INDUSTRIES INC	09/17/20	75.33
00752554	13822	XCEL ENERGY	09/17/20	24.68
00752555	13822	XCEL ENERGY	09/17/20	59.27
00752556	13822	XCEL ENERGY	09/17/20	7.87
00752557	13822	XCEL ENERGY	09/17/20	46.19
00752558	13822	XCEL ENERGY	09/17/20	85.41
00752559	13822	XCEL ENERGY	09/17/20	5.38
00752560	13822	XCEL ENERGY	09/17/20	171.46
00752561	13822	XCEL ENERGY	09/17/20	63.16
00752562	13822	XCEL ENERGY	09/17/20	4,246.71
00752563	13822	XCEL ENERGY	09/17/20	7,230.61

1,645,983.86

Fund Total

Net Warrants by Fund Detail

General Fund

Amount	Warrant Date	Supplier Name	Supplier No	Warrant
677.57	09/17/20	XCEL ENERGY	13822	00752564
22,126.81	09/17/20	XCEL ENERGY	13822	00752565
633.23	09/17/20	XCEL ENERGY	13822	00752566
9,584.76	09/17/20	XCEL ENERGY	13822	00752567
49.87	09/17/20	XCEL ENERGY	13822	00752568
46.19	09/17/20	XCEL ENERGY	13822	00752569
46.19	09/17/20	XCEL ENERGY	13822	00752570
44.97	09/17/20	XCEL ENERGY	13822	00752571
76.44	09/17/20	XCEL ENERGY	13822	00752572
51.50	09/17/20	XCEL ENERGY	13822	00752573
102.19	09/17/20	XCEL ENERGY	13822	00752574
88.00	09/17/20	XCEL ENERGY	13822	00752575
57.68	09/17/20	XCEL ENERGY	13822	00752576
45.90	09/17/20	XCEL ENERGY	13822	00752577
44.56	09/17/20	XCEL ENERGY	13822	00752578
68.67	09/17/20	XCEL ENERGY	13822	00752579
125.00	09/17/20	STATE OF COLORADO	27895	00752592
12.00	09/17/20	STATE OF COLORADO	33604	00752593
43,930.30	09/18/20	GLACIER CONSTRUCTION CO INC	608859	00752594

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Net Warrants by Fund Detail

Capital Facilities Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00006514	104910	SAUNDERS CONSTRUCTION INC	09/16/20	94,126.55
00006515	908009	TAYLOR KOHRS LLC	09/16/20	192,684.98
00006529	40847	WORKPLACE ELEMENTS	09/16/20	10,535.02
00752440	798606	D2C ARCHITECTS INC	09/17/20	29,743.00
00752467	40395	KUMAR & ASSOCIATES INC	09/17/20	204.37
00752479	986500	MW GOLDEN CONSTRUCTORS	09/17/20	2,800.00
00752507	950826	SHOR LINE	09/17/20	48,191.80
00752528	1007	UNITED POWER (UNION REA)	09/17/20	26.38
			Fund Total	378,312.10

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00752411	979430	ASBURY CO CDJR LLC	09/17/20	28,032.00
00752451	346750	FACTORY MOTOR PARTS	09/17/20	8,344.21
00752461	682207	INSIGHT AUTO GLASS LLC	09/17/20	2,133.61
00752478	85630	MSC INDUSTRIAL SUPPLY CO INC	09/17/20	209.00
00752492	13812	POWER EQUIPMENT CO	09/17/20	458,388.00
00752502	16237	SAM HILL OIL INC	09/17/20	25,136.11
00752508	28084	SILL TERHAR MOTORS INC	09/17/20	64,263.00
00752519	790907	THE GOODYEAR TIRE AND RUBBER C	09/17/20	5,726.50
			Fund Total	592,232.43

County of Adams

13 Road & Bridge Fun

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00006503	89295	ARVADA CITY OF	09/16/20	15,503.26
00006504	89296	AURORA CITY OF	09/16/20	244,210.97
00006505	89297	BENNETT TOWN OF	09/16/20	11,403.70
00006506	89298	BRIGHTON CITY OF	09/16/20	150,709.26
00006507	89299	COMMERCE CITY CITY OF	09/16/20	171,341.87
00006509	89300	FEDERAL HEIGHTS CITY OF	09/16/20	30,599.64
00006510	171233	LAND TITLE GUARANTEE COMPANY	09/16/20	83,271.00
00006511	362129	MARTIN MARIETTA MATERIALS INC	09/16/20	1,246,223.91
00006512	89301	NORTHGLENN CITY OF	09/16/20	88,428.74
00006517	89302	THORNTON CITY OF	09/16/20	341,513.22
00006528	89304	WESTMINSTER CITY OF	09/16/20	174,451.48
00752404	9507	ALLIED RECYCLED AGGREGATES	09/17/20	24,137.06
00752414	49497	BFI TOWER ROAD LANDFILL	09/17/20	1,004.51
00752427	64635	CENTER PLAZA LLC	09/17/20	1,470.00
00752431	465316	CLAYTON AND COMPANY INC	09/17/20	8,925.00
00752449	29821	ENNIS-FLINT INC	09/17/20	38,825.65
00752450	534975	EP&A ENVIROTAC INC	09/17/20	71,288.36
00752456	212385	GMCO CORPORATION	09/17/20	50,701.82
00752462	506641	JK TRANSPORTS INC	09/17/20	93,755.00
00752475	1055217	MILES FAMILY LLLP	09/17/20	15,997.00
00752506	1066744	SHANGHAI LAND INVESTMENT LLC	09/17/20	2,110.00
00752509	1064568	SITAULA PRAKASH	09/17/20	5,150.00
00752529	1007	UNITED POWER (UNION REA)	09/17/20	48.28
00752530	1007	UNITED POWER (UNION REA)	09/17/20	48.28
00752531	1007	UNITED POWER (UNION REA)	09/17/20	150.01
00752532	1007	UNITED POWER (UNION REA)	09/17/20	20.00
00752533	1007	UNITED POWER (UNION REA)	09/17/20	43.49
00752534	1007	UNITED POWER (UNION REA)	09/17/20	138.55
00752535	1007	UNITED POWER (UNION REA)	09/17/20	122.10
00752536	1007	UNITED POWER (UNION REA)	09/17/20	129.75
00752537	1007	UNITED POWER (UNION REA)	09/17/20	33.00
00752538	1007	UNITED POWER (UNION REA)	09/17/20	46.32
00752539	1007	UNITED POWER (UNION REA)	09/17/20	66.00
00752540	1007	UNITED POWER (UNION REA)	09/17/20	176.98
00752541	1007	UNITED POWER (UNION REA)	09/17/20	66.00
00752542	1007	UNITED POWER (UNION REA)	09/17/20	68.00

Net Warrants by Fund Detail

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Road & Bridge Fund

00752590

13822

XCEL ENERGY

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00752543	1007	UNITED POWER (UNION REA)	09/17/20	72.00
00752544	1007	UNITED POWER (UNION REA)	09/17/20	33.00
00752545	1007	UNITED POWER (UNION REA)	09/17/20	33.00
00752551	13082	W L CONTRACTORS INC	09/17/20	7,306.26
00752552	78276	WAYNE A MITCHELL LLC	09/17/20	37,809.37
00752580	13822	XCEL ENERGY	09/17/20	85.39
00752581	13822	XCEL ENERGY	09/17/20	64.18
00752582	13822	XCEL ENERGY	09/17/20	68.00
00752583	13822	XCEL ENERGY	09/17/20	23,340.55
00752584	13822	XCEL ENERGY	09/17/20	113.87
00752585	13822	XCEL ENERGY	09/17/20	122.49
00752586	13822	XCEL ENERGY	09/17/20	286.17
00752587	13822	XCEL ENERGY	09/17/20	4,581.17
00752588	13822	XCEL ENERGY	09/17/20	101.24
00752589	13822	XCEL ENERGY	09/17/20	33.08

Fund Total 2,946,374.64

146.66

09/17/20

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Insurance Fund

00006542

00006543

00752426

00752441

00752442

00752457

37223

37223

419839

13663

13663

1027344

Net Warrants by Fund Detail

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00006508	423439	DELTA DENTAL OF COLO	09/16/20	181,041.50
00006518	37223	UNITED HEALTH CARE INSURANCE C	09/16/20	352,325.80
00006519	37223	UNITED HEALTH CARE INSURANCE C	09/16/20	158,801.07
00006520	37223	UNITED HEALTH CARE INSURANCE C	09/16/20	293,966.77
00006521	37223	UNITED HEALTH CARE INSURANCE C	09/16/20	164,482.23
00006522	37223	UNITED HEALTH CARE INSURANCE C	09/16/20	365,994.74
00006523	37223	UNITED HEALTH CARE INSURANCE C	09/16/20	111,544.77
00006524	37223	UNITED HEALTH CARE INSURANCE C	09/16/20	94,598.59
00006525	37223	UNITED HEALTH CARE INSURANCE C	09/16/20	235,519.88
00006526	37223	UNITED HEALTH CARE INSURANCE C	09/16/20	151,615.46
00006527	37223	UNITED HEALTH CARE INSURANCE C	09/16/20	287,662.99
00006538	423439	DELTA DENTAL OF COLO	09/18/20	140,998.80
00006540	37223	UNITED HEALTH CARE INSURANCE C	09/18/20	200,020.05
00006541	37223	UNITED HEALTH CARE INSURANCE C	09/18/20	143,537.52

UNITED HEALTH CARE INSURANCE C

UNITED HEALTH CARE INSURANCE C

DELTA DENTAL OF COLORADO

DELTA DENTAL OF COLORADO

CAREHERE LLC

GOOD MEDIA LLC

Fund Total 3,525,528.53

09/18/20

09/18/20

09/17/20

09/17/20

09/17/20

09/17/20

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367,955.98

235,211.48

40,108.00

7.60

22.80

112.50

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27	Open Space Projects Fund							
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount			
	00752423	8973	C & R ELECTRICAL CONTRACTORS I	09/17/20	1,020.80			
	00752424	8973	C & R ELECTRICAL CONTRACTORS I	09/17/20	1,727.21			
	00752591	13822	XCEL ENERGY	09/17/20	12.85			
				Fund Total	2,760.86			

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28	Open Space	Open Space Sales Tax Fund							
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount				
	00752489	496938	OUTDOOR PROMOTIONS OF COLORADO	09/17/20	4,800.00				
				Fund Total	4,800.00				

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30	Community	Community Dev Block Grant Fund								
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount					
	00006539	1043054	SPILL THE TEA	09/18/20	2,253.25					
	00752415	740396	BIG CHOICE BREWING LLC	09/17/20	4,745.50					
	00752436	274030	COMMUNICATION CONSTRUCTION & E	09/17/20	4,333.25					
	00752490	1043599	PARTY CLOZ & BRIDRES DREAMS	09/17/20	1,400.00					
				Fund Total	12,732.00					

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31	Head Start Fund							
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount			
	00752428	327914	CESCO LINGUISTIC SERVICE INC	09/17/20	120.00			
	00752429	166025	CHILDRENS HOSPITAL	09/17/20	2,531.25			
	00752444	45567	DENVER CHILDREN'S ADVOCACY CTR	09/17/20	4,515.42			
				Fund Total	7,166.67			

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34	Comm Services Blk Grant Fund						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00752395	258636	ADAMS COUNTY FOOD BANK	09/17/20	15,378.90		
	00752488	95382	OMNI INSTITUTE	09/17/20	14,720.25		
	00752494	189016	PROJECT ANGEL HEART	09/17/20	12,302.03		
				Fund Total	42,401.18		

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35	Workforce & Business Center						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00752396	252050	ADAMS COUNTY HUMAN SERVICES	09/17/20	33.70		
				Fund Total	33.70		

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43	Colorado Air	* & Space Port			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00752409	201312	ARAPAHOE SIGN ARTS INC	09/17/20	2,530.00
	00752410	201312	ARAPAHOE SIGN ARTS INC	09/17/20	2,447.00
	00752465	358103	KIMLEY-HORN AND ASSOCIATES INC	09/17/20	77,220.77
	00752512	33604	STATE OF COLORADO	09/17/20	1,239.00
	00752513	33604	STATE OF COLORADO	09/17/20	21.31
				Fund Total	83,458.08

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50	FLATROCK	FLATROCK Facility Fund							
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount				
	00752400	1063594	ADT COMMERCIAL LLC	09/17/20	185.00				
	00752514	33604	STATE OF COLORADO	09/17/20	2.51				
	00752546	1007	UNITED POWER (UNION REA)	09/17/20	1,548.52				
				Fund Total	1,736.03				

09/18/20

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Grand Total <u>9,243,520.08</u>

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99800	All Ofc Shared Direct	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	981362	373082	09/09/20	33.70
					Account Total	33.70
				D	epartment Total	33.70

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2051	ANS - Administration	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Animal Control/Shelter FULLER KIM	00001	981576	373303	09/11/20 Account Total	50.00
	Licenses and Fees					
	STATE OF COLORADO	00001	981905	373658	09/17/20	12.00
	STATE OF COLORADO	00001	981906	373658	09/17/20	125.00
					Account Total	137.00
				De	partment Total	187.00

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4	Capital Facilities Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	D2C ARCHITECTS INC	00004	981846	373641	09/17/20	20,368.90
	D2C ARCHITECTS INC	00004	981823	373641	09/17/20	9,374.10
	KUMAR & ASSOCIATES INC	00004	981814	373641	09/17/20	204.37
	MW GOLDEN CONSTRUCTORS	00004	981882	373641	09/17/20	2,800.00
	SAUNDERS CONSTRUCTION INC	00004	981747	373549	09/16/20	50,338.55
	SAUNDERS CONSTRUCTION INC	00004	981748	373549	09/16/20	48,742.03
	SHOR LINE	00004	981864	373641	09/17/20	48,191.80
	TAYLOR KOHRS LLC	00004	981749	373549	09/16/20	202,826.30
	WORKPLACE ELEMENTS	00004	981750	373549	09/16/20	3,276.80
	WORKPLACE ELEMENTS	00004	981751	373549	09/16/20	7,258.22
					Account Total	393,381.07
	Retainages Payable					
	SAUNDERS CONSTRUCTION INC	00004	981747	373549	09/16/20	2,516.93-
	SAUNDERS CONSTRUCTION INC	00004	981748	373549	09/16/20	2,437.10-
	TAYLOR KOHRS LLC	00004	981749	373549	09/16/20	10,141.32-
					Account Total	15,095.35-
				D	epartment Total	378,285.72

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9263	CARES Act Funding	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit ADAMS COUNTY SCHOOL DIST 14	00001	980340	371701	08/21/20 Account Total	947,707.54
	Janitorial Services COMMERCIAL CLEANING SYSTEMS	00001	981585	373372	09/14/20	400.00
				D	Account Total epartment Total	400.00 948,107.54

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4303	CASP FBO	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Misc Revenues					
	STATE OF COLORADO	00043	981695	373475	09/15/20	.70-
	STATE OF COLORADO	00043	981695	373475	09/15/20	.02-
	STATE OF COLORADO	00043	981694	373475	09/15/20	41.00-
	STATE OF COLORADO	00043	981694	373475	09/15/20	.31
					Account Total	41.41-
				De	epartment Total	41.41-

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941018	CDBG 2018/2019	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other InstPgm. Cst					
	BIG CHOICE BREWING LLC	00030	980431	371914	08/25/20	4,745.50
	COMMUNICATION CONSTRUCTION & E	00030	981343	373062	09/09/20	4,333.25
	PARTY CLOZ & BRIDRES DREAMS	00030	981347	373067	09/09/20	1,400.00
	SPILL THE TEA	00030	981760	373557	09/16/20	2,253.25
					Account Total	12,732.00
				De	partment Total	12,732.00

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1022	CLK Elections	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Equipment Rental	00001	981763	373558	09/16/20	1,650,00
	ADAMS COUNTY SCHOOL DIST 14	00001	981703	373336	Account Total	1,650.00 1,650.00
	Maintenance Contracts					
	PITNEY BOWES GLOBAL FINANCIAL	00001	981762	373558	09/16/20	1,152.54
					Account Total	1,152.54
				D	epartment Total	2,802.54

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1023	CLK Motor Vehicle	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	981761	373558	09/16/20	39.63
					Account Total	39.63
				D	epartment Total	39.63

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43	Colorado Air & Space Port	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	981694	373475	09/15/20	1,279.69
	STATE OF COLORADO	00043	981695	373475	09/15/20	22.03
					Account Total	1,301.72
	Received not Vouchered Clrg					
	ARAPAHOE SIGN ARTS INC	00043	981805	373639	09/17/20	2,530.00
	ARAPAHOE SIGN ARTS INC	00043	981806	373639	09/17/20	2,447.00
	KIMLEY-HORN AND ASSOCIATES INC	00043	981807	373639	09/17/20	32,670.33
	KIMLEY-HORN AND ASSOCIATES INC	00043	981808	373639	09/17/20	44,550.44
					Account Total	82,197.77
				D	epartment Total	83,499.49

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9275	Community Corrections	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Membership Dues					
	CACCB	00001	981531	373162	09/10/20	1,020.00
					Account Total	1,020.00
				Г	epartment Total	1,020.00

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2055	Control/Enforcement	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	NORTHSIDE EMERGENCY PET CLINIC	00001	981525	373160	09/10/20	70.00
	NORTHSIDE EMERGENCY PET CLINIC	00001	981526	373160	09/10/20	155.00
	NORTHSIDE EMERGENCY PET CLINIC	00001	981527	373160	09/10/20	87.50
	NORTHSIDE EMERGENCY PET CLINIC	00001	981528	373160	09/10/20	100.00
	NORTHSIDE EMERGENCY PET CLINIC	00001	981529	373160	09/10/20	50.00
	NORTHSIDE EMERGENCY PET CLINIC	00001	981530	373160	09/10/20	20.00
					Account Total	482.50
				De	partment Total	482.50

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1041	County Assessor	Fund	Voucher	Batch No	GL Date	Amount
	Operating Supplies ALL COPY PRODUCTS INC	00001	981664	373455	09/15/20 Account Total	129.94 129.94
	Other Professional Serv NATIONAL VALUATION CONSULTANTS	00001	981662	373455	09/15/20 Account Total	5,700.00 5,700.00
	Software and Licensing COSTAR REALTY INFORMATION INC	00001	981665	373455	09/15/20 Account Total Department Total	4,161.16 4,161.16 9,991.10

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1031	County Treasurer	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Professional Serv	00001	975498	365162	05/27/20	4 740 00
	TRACKER	00001	973498	303102	Account Total	4,740.00
	Postage & Freight					
	THE MASTERS TOUCH LLC	00001	975093	364456	05/14/20	586.06
					Account Total	586.06
				D	epartment Total	5,326.06

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951016	CSBG	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	ADAMS COUNTY FOOD BANK	00034	981524	373159	09/10/20	15,378.90
	OMNI INSTITUTE	00034	981523	373159	09/20/20	14,720.25
	PROJECT ANGEL HEART	00034	981522	373159	09/20/20	12,302.03
					Account Total	42,401.18
				De	partment Total	42,401.18

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9261	DA- Diversion Project	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	AZZOLINA CAROL	00001	981687	373471	09/15/20	87.64
					Account Total	87.64
	Other Professional Serv					
	LEVERSEE THOMAS F LCSW	00001	981681	373471	09/15/20	280.00
					Account Total	280.00
				D	epartment Total	367.64

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7041	Economic Development Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	UNC FOUNDATION/ EAST COLORADO	00001	981693	373473	09/15/20	10,000.00
					Account Total	10,000.00
				D	epartment Total	10,000.00

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2041	Emerg Mgmt - Administration	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	SUNSTATE EQUIPMENT CO LLC	00001	981643	373444	09/15/20	1,560.00
	SUNSTATE EQUIPMENT CO LLC	00001	981644	373444	09/15/20	2,075.00
					Account Total	3,635.00
				De	epartment Total	3,635.00

Vendor Payment Report

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Equipment Service Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
Received not Vouchered Clrg					
ASBURY CO CDJR LLC	00006	981810	373639	09/17/20	28,032.00
FACTORY MOTOR PARTS	00006	981811	373639	09/17/20	8,344.21
INSIGHT AUTO GLASS LLC	00006	981812	373639	09/17/20	441.46
INSIGHT AUTO GLASS LLC	00006	981813	373639	09/17/20	316.20
INSIGHT AUTO GLASS LLC	00006	981816	373639	09/17/20	267.33
INSIGHT AUTO GLASS LLC	00006	981817	373639	09/17/20	150.06
INSIGHT AUTO GLASS LLC	00006	981824	373639	09/17/20	217.19
INSIGHT AUTO GLASS LLC	00006	981826	373639	09/17/20	434.04
INSIGHT AUTO GLASS LLC	00006	981827	373639	09/17/20	40.00
INSIGHT AUTO GLASS LLC	00006	981829	373639	09/17/20	267.33
POWER EQUIPMENT CO	00006	981784	373639	09/17/20	458,388.00
SAM HILL OIL INC	00006	981818	373639	09/17/20	1,670.28
SAM HILL OIL INC	00006	981820	373639	09/17/20	10,143.32
SAM HILL OIL INC	00006	981821	373639	09/17/20	13,322.51
SILL TERHAR MOTORS INC	00006	981770	373639	09/17/20	38,200.00
SILL TERHAR MOTORS INC	00006	981771	373639	09/17/20	26,063.00
THE GOODYEAR TIRE AND RUBBER C	00006	981834	373639	09/17/20	1,439.82
THE GOODYEAR TIRE AND RUBBER C	00006	981837	373639	09/17/20	625.16
THE GOODYEAR TIRE AND RUBBER C	00006	981830	373639	09/17/20	469.22
THE GOODYEAR TIRE AND RUBBER C	00006	981831	373639	09/17/20	2,723.82
THE GOODYEAR TIRE AND RUBBER C	00006	981832	373639	09/17/20	468.48
				Account Total	592,023.43
			De	partment Total	592,023.43

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9244	Extension- 4-H/Youth	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	ADAMS COUNTY SHOOTING SPORTS	00001	981346	373066	09/09/20	40.00
					Account Total	40.00
				D	epartment Total	40.00

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50	FLATROCK Facility Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00050	981660	373452	09/15/20	2.59
					Account Total	2.59
				D	epartment Total	2.59

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9114	Fleet - Commerce City	Fund	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	MSC INDUSTRIAL SUPPLY CO INC	00006	981679	373466	09/15/20	209.00
					Account Total	209.00
				De	epartment Total	209.00

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1076	FO - Adams County Svc Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=10958	00001	981703	373532	08/25/20	60.65
					Account Total	60.65
				D	epartment Total	60.65

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1091	FO - Administration	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Building Rental					
	BENNETT TOWN OF	00001	981579	373372	09/14/20	1,500.00
					Account Total	1,500.00
	Consultant Services					
	QUANTUM WATER & ENVIRONMENT	00001	981593	373373	09/14/20	1,600.00
					Account Total	1,600.00
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	981590	373372	09/14/20	236.11
					Account Total	236.11
				D	epartment Total	3,336,11

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1114	FO - District Attorney Bldg.	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=10971	00001	981718	373532	08/25/20	57.68
					Account Total	57.68
				D	epartment Total	57.68

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2090	FO - Flatrock Facility	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	ADT COMMERCIAL LLC	00050	981592	373372	09/14/20	185.00
					Account Total	185.00
	Gas & Electricity					
	Energy Cap Bill ID=10962	00050	981724	373532	08/24/20	44.56
	Energy Cap Bill ID=10972	00050	981725	373532	08/24/20	68.67
	UNITED POWER (UNION REA)	00050	981591	373372	09/14/20	1,548.52
					Account Total	1,661.75
				D	epartment Total	1,846.75

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1077	FO - Government Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=10968	00001	981704	373532	08/24/20	677.57
					Account Total	677.57
				D	epartment Total	677.57

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1070	FO - Honnen/Plan&Devel/MV Ware	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=10965	00001	981698	373532	08/21/20	63.16
	Energy Cap Bill ID=10966	00001	981699	373532	08/21/20	4,246.71
					Account Total	4,309.87
				D	epartment Total	4,309.87

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1079	FO - Human Services Center	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=10963	00001	981705	373532	08/28/20	22,126.81
	Energy Cap Bill ID=10967	00001	981706	373532	08/27/20	633.23
	Energy Cap Bill ID=10974	00001	981707	373532	08/27/20	9,584.76
					Account Total	32,344.80
				De	epartment Total	32,344.80

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1071	FO - Justice Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	BLACK ROOFING INC	00001	981691	373471	09/15/20	853.00
	SCHLISNER FLOORING	00001	981584	373372	09/14/20	834.00
					Account Total	1,687.00
	Gas & Electricity					
	Energy Cap Bill ID=10957	00001	981700	373532	08/25/20	939.66
					Account Total	939.66
				De	epartment Total	2,626.66

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1019	FO - Mailroom & Dock	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	981581	373372	09/14/20	144.00
					Account Total	144.00
				D	epartment Total	144.00

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1069	FO - Old Animal Shelter	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=10960	00001	981696	373532	08/25/20	294.88
					Account Total	294.88
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=10951	00001	981697	373532	09/04/20	940.07
					Account Total	940.07
				D	epartment Total	1,234.95

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1067	FO - Old Human Service Bldg	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Repair & Maint					
	MARKET STREET MANAGEMENT LLC	00001	981587	373372	09/14/20	19,499.00
					Account Total	19,499.00
				D	epartment Total	19,499.00

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1111	FO - Parks Facilities	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=10964	00001	981708	373532	08/24/20	49.87
	Energy Cap Bill ID=10973	00001	981709	373532	08/24/20	46.19
	Energy Cap Bill ID=10975	00001	981710	373532	08/24/20	46.19
	Energy Cap Bill ID=10976	00001	981711	373532	08/24/20	44.97
	Energy Cap Bill ID=10977	00001	981712	373532	08/24/20	76.44
	Energy Cap Bill ID=10978	00001	981713	373532	08/24/20	51.50
	Energy Cap Bill ID=10979	00001	981714	373532	08/28/20	102.19
	UNITED POWER (UNION REA)	00001	981588	373372	09/14/20	33.03
	UNITED POWER (UNION REA)	00001	981589	373372	09/14/20	26.38
	UNITED POWER (UNION REA)	00001	981583	373372	09/14/20	25.45
					Account Total	502.21
	Other Professional Serv					
	LEWIS HIMES ASSOCIATES INC	00001	981580	373372	09/14/20	2,915.00
					Account Total	2,915.00
				Г	epartment Total	3,417.21

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1112	FO - Sheriff HQ/Coroner Bldg	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=10970	00001	981715	373532	08/24/20	88.00
					Account Total	88.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=10955	00001	981716	373532	08/26/20	788.82
	Energy Cap Bill ID=10956	00001	981717	373532	08/26/20	4,887.30
					Account Total	5,676.12
				De	epartment Total	5,764.12

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2009	FO - Sheriff Maintenance	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=10959	00001	981719	373532	08/25/20	3,685.35
	Energy Cap Bill ID=10969	00001	981720	373532	08/24/20	45.90
					Account Total	3,731.25
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=10952	00001	981721	373532	08/26/20	21,379.53
	Energy Cap Bill ID=10953	00001	981722	373532	08/26/20	107.22
	Energy Cap Bill ID=10954	00001	981723	373532	08/26/20	16,586.78
					Account Total	38,073.53
				D	epartment Total	41,804.78

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1075	FO - Strasburg/Whittier	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	ROGGEN FARMERS ELEVATOR ASSN	00001	981586	373372	09/14/20	104.10
					Account Total	104.10
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	981582	373372	09/14/20	182.00
	Energy Cap Bill ID=10961	00001	981702	373532	09/01/20	561.45
					Account Total	743.45
				De	epartment Total	847.55

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1072	FO - West Services Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=10980	00001	981701	373532	08/27/20	7,230.61
					Account Total	7,230.61
				D	epartment Total	7,230.61

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General Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
Diversion Restitution Payable					
AMERICAN EXPRESS	00001	981752	373552	09/16/20	25.00
NEAL ROBERT	00001	981753	373552	09/16/20	30.00
SANTIAGOS MEXICAN RESTURANT	00001	981754	373552	09/16/20	70.00
SANTIAGOS MEXICAN RESTURANT	00001	981755	373552	09/16/20	900.00
U-HAUL CREDIT ADMINISTRATION	00001	981756	373552	09/16/20	25.00
U-HAUL CREDIT ADMINISTRATION	00001	981757	373552	09/16/20	25.00
US VENTURE	00001	981758	373552	09/16/20	1,150.00
				Account Total	2,225.00
Received not Vouchered Clrg					
ADAMSON POLICE PRODUCTS	00001	981847	373639	09/17/20	96.25
ADAMSON POLICE PRODUCTS	00001	981849	373639	09/17/20	423.50
ADAMSON POLICE PRODUCTS	00001	981850	373639	09/17/20	191.00
ADAMSON POLICE PRODUCTS	00001	981851	373639	09/17/20	111.55
ALSCO AMERICAN INDUSTRIAL	00001	981852	373639	09/17/20	201.14
AMERICAN WEST CONSTRUCTION	00001	981785	373639	09/17/20	89,950.75
B&R INDUSTRIES	00001	981925	373765	09/18/20	600.00
B&R INDUSTRIES	00001	981926	373765	09/18/20	720.00
BRYAN LAURA CHRISTINE	00001	981928	373765	09/18/20	250.00
CHP METRO NORTH LLC	00001	981819	373641	09/17/20	1,050.00
COCREATE COEVOLVE LLC	00001	981927	373765	09/18/20	375.00
COCREATE COEVOLVE LLC	00001	981927	373765	09/18/20	125.00
COLO MEDICAL WASTE INC	00001	981804	373639	09/17/20	273.00
DENTONS US LLP	00001	981839	373641	09/17/20	12,000.00
DENTONS US LLP	00001	981840	373641	09/17/20	12,000.00
EMERGENCY POWER SERVICES CO IN	00001	981786	373639	09/17/20	1,475.00
FLEX FLEET RENTAL LLC	00001	981809	373639	09/17/20	4,660.66
IDEXX DISTRIBUTION INC	00001	981874	373641	09/17/20	154.75
IDEXX DISTRIBUTION INC	00001	981874	373641	09/17/20	108.68
IDEXX DISTRIBUTION INC	00001	981868	373641	09/17/20	401.70
INDUSTRIAL PIPE SOLUTIONS	00001	981798	373639	09/17/20	3,689.00
KUMAR & ASSOCIATES INC	00001	981815	373641	09/17/20	204.38
LIFE RECOVERY CENTER	00001	981799	373639	09/17/20	950.00
LIFE RECOVERY CENTER	00001	981801	373639	09/17/20	520.00
MEI TOTAL ELEVATOR SOLUTIONS	00001	981841	373641	09/17/20	1,866.65

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General Fund	Fund	Voucher	Batch No	GL Date	Amount
MEI TOTAL ELEVATOR SOLUTIONS	00001	981841	373641	09/17/20	242.07
MEI TOTAL ELEVATOR SOLUTIONS	00001	981841	373641	09/17/20	525.00
MEI TOTAL ELEVATOR SOLUTIONS	00001	981841	373641	09/17/20	242.33
MEI TOTAL ELEVATOR SOLUTIONS	00001	981841	373641	09/17/20	12,156.04
MEI TOTAL ELEVATOR SOLUTIONS	00001	981841	373641	09/17/20	484.14
MEI TOTAL ELEVATOR SOLUTIONS	00001	981841	373641	09/17/20	1,210.35
MEI TOTAL ELEVATOR SOLUTIONS	00001	981841	373641	09/17/20	1,189.46
MEI TOTAL ELEVATOR SOLUTIONS	00001	981841	373641	09/17/20	252.57
MEI TOTAL ELEVATOR SOLUTIONS	00001	981841	373641	09/17/20	686.01
MOBILE STORAGE SOLUTIONS	00001	981787	373639	09/17/20	5,995.00
MOBILE STORAGE SOLUTIONS	00001	981788	373639	09/17/20	5,995.00
MOBILE STORAGE SOLUTIONS	00001	981789	373639	09/17/20	28.00
MOBILE STORAGE SOLUTIONS	00001	981790	373639	09/17/20	1,345.00
MOBILE STORAGE SOLUTIONS	00001	981791	373639	09/17/20	260.00
MOBILE STORAGE SOLUTIONS	00001	981792	373639	09/17/20	535.00
MOBILE STORAGE SOLUTIONS	00001	981793	373639	09/17/20	535.00
MOBILE STORAGE SOLUTIONS	00001	981794	373639	09/17/20	535.00
MOBILE STORAGE SOLUTIONS	00001	981795	373639	09/17/20	25.00
MOBILE STORAGE SOLUTIONS	00001	981796	373639	09/17/20	19,310.00
MWI VETERINARY SUPPLY CO	00001	981869	373641	09/17/20	66.84
MWI VETERINARY SUPPLY CO	00001	981870	373641	09/17/20	204.25
MWI VETERINARY SUPPLY CO	00001	981871	373641	09/17/20	10.03
MWI VETERINARY SUPPLY CO	00001	981873	373641	09/17/20	13.41
OLD VINE PINNACLE ASSOCIATES	00001	981803	373641	09/17/20	800.00
PRUDENTIAL OVERALL SUPPLY	00001	981865	373641	09/17/20	55.28
PRUDENTIAL OVERALL SUPPLY	00001	981866	373641	09/17/20	55.28
PRUDENTIAL OVERALL SUPPLY	00001	981867	373641	09/17/20	55.28
RED FLAG REPORTING	00001	981822	373641	09/17/20	3,250.00
ROADRUNNER PHARMACY INCORPORAT	00001	981876	373641	09/17/20	259.27
ROADRUNNER PHARMACY INCORPORAT	00001	981876	373641	09/17/20	121.21
ROCKY MOUNTAIN SIGNING CO INC	00001	981802	373639	09/17/20	5,000.00
SCHULTZ PUBLIC AFFAIRS LLC	00001	981800	373641	09/17/20	4,333.33
SUMMIT FOOD SERVICE LLC	00001	981854	373639	09/17/20	22,893.23
SUMMIT FOOD SERVICE LLC	00001	981855	373639	09/17/20	3,688.70
TYGRETT DEBRA R	00001	981856	373639	09/17/20	108.00
VECTOR DISEASE CONTROL INTERNA	00001	981842	373641	09/17/20	57,587.25

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1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	VECTOR DISEASE CONTROL INTERNA	00001	981843	373641	09/17/20	57,587.25
	VECTOR DISEASE CONTROL INTERNA	00001	981844	373641	09/17/20	57,587.25
	VECTOR DISEASE CONTROL INTERNA	00001	981845	373641	09/17/20	57,587.25
	WRIGHTWAY INDUSTRIES INC	00001	981877	373641	09/17/20	75.33
					Account Total	455,287.42
	Retainages Payable					
	GLACIER CONSTRUCTION CO INC	00001	981924	373763	09/18/20	43,930.30
					Account Total	43,930.30
				D	epartment Total	501,442.72

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9252	GF- Admin/Org Support	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Special Events					
	RAFTELIS FINANCIAL CONSULTANTS	00001	981759	373556	09/16/20	15,000.00
					Account Total	15,000.00
				D	epartment Total	15,000.00

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31	Head Start Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	981859	373641	09/17/20	60.00
	CESCO LINGUISTIC SERVICE INC	00031	981860	373641	09/17/20	60.00
	CHILDRENS HOSPITAL	00031	981875	373641	09/17/20	2,531.25
	DENVER CHILDREN'S ADVOCACY CTR	00031	981861	373641	09/17/20	3,241.84
	DENVER CHILDREN'S ADVOCACY CTR	00031	981862	373641	09/17/20	1,273.58
					Account Total	7,166.67
				De	partment Total	7,166.67

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8613	Insurance - UHC EPO Medical	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	979729	370949	08/11/20	365,994.74
	UNITED HEALTH CARE INSURANCE C	00019	979730	370949	08/11/20	111,544.77
	UNITED HEALTH CARE INSURANCE C	00019	979731	370949	08/11/20	94,598.59
	UNITED HEALTH CARE INSURANCE C	00019	979732	370949	08/11/20	235,519.88
	UNITED HEALTH CARE INSURANCE C	00019	979735	370949	08/11/20	151,615.46
	UNITED HEALTH CARE INSURANCE C	00019	981575	373300	09/11/20	287,662.99
	UNITED HEALTH CARE INSURANCE C	00019	978474	369270	07/21/20	352,325.80
	UNITED HEALTH CARE INSURANCE C	00019	978475	369270	07/21/20	158,801.07
	UNITED HEALTH CARE INSURANCE C	00019	978476	369270	07/21/20	293,966.77
	UNITED HEALTH CARE INSURANCE C	00019	978477	369270	07/21/20	164,482.23
	UNITED HEALTH CARE INSURANCE C	00019	981671	373461	09/15/20	200,020.05
	UNITED HEALTH CARE INSURANCE C	00019	981672	373461	09/15/20	143,537.52
	UNITED HEALTH CARE INSURANCE C	00019	981673	373461	09/15/20	367,955.98
	UNITED HEALTH CARE INSURANCE C	00019	981674	373461	09/15/20	235,211.48
					Account Total	3,163,237.33
				De	epartment Total	3,163,237.33

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8622	Insurance -Benefits & Wellness	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	GOOD MEDIA LLC	00019	981577	373304	09/11/20	112.50
					Account Total	112.50
				D	epartment Total	112.50

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8614	Insurance- Delta Dental	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Administration Fee					
	DELTA DENTAL OF COLORADO	00019	981547	373180	09/10/20	7.60
	DELTA DENTAL OF COLORADO	00019	981548	373180	09/10/20	22.80
					Account Total	30.40
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	981734	373538	09/16/20	33,164.60
	DELTA DENTAL OF COLO	00019	981735	373538	09/16/20	22,875.00
	DELTA DENTAL OF COLO	00019	981738	373538	09/16/20	440.00
	DELTA DENTAL OF COLO	00019	981739	373539	09/16/20	29,109.80
	DELTA DENTAL OF COLO	00019	981740	373539	09/16/20	18,803.00
	DELTA DENTAL OF COLO	00019	981741	373539	09/16/20	480.40
	DELTA DENTAL OF COLO	00019	981675	373463	09/15/20	21,109.00
	DELTA DENTAL OF COLO	00019	981676	373463	09/15/20	15,017.00
	DELTA DENTAL OF COLO	00019	979707	370940	08/11/20	11,319.60
	DELTA DENTAL OF COLO	00019	979708	370940	08/11/20	575.80
	DELTA DENTAL OF COLO	00019	979709	370940	08/11/20	23,830.00
	DELTA DENTAL OF COLO	00019	979714	370942	08/11/20	668.60
	DELTA DENTAL OF COLO	00019	979715	370942	08/11/20	17,937.70
	DELTA DENTAL OF COLO	00019	979716	370942	08/11/20	13,167.40
	DELTA DENTAL OF COLO	00019	979721	370944	08/11/20	92.00
	DELTA DENTAL OF COLO	00019	979723	370944	08/11/20	25,071.90
	DELTA DENTAL OF COLO	00019	979724	370944	08/11/20	21,571.00
	DELTA DENTAL OF COLO	00019	979725	370944	08/11/20	516.00
	DELTA DENTAL OF COLO	00019	977025	367175	06/23/20	11,546.10
	DELTA DENTAL OF COLO	00019	977026	367175	06/23/20	15,140.00
	DELTA DENTAL OF COLO	00019	977027	367175	06/23/20	304.00
	DELTA DENTAL OF COLO	00019	977028	367175	06/23/20	601.80
	DELTA DENTAL OF COLO	00019	977693	367868	07/02/20	1,000.00
	DELTA DENTAL OF COLO	00019	977698	367868	07/02/20	14,217.00
	DELTA DENTAL OF COLO	00019	977702	367868	07/02/20	23,482.60
					Account Total	322,040.30
				D	epartment Total	322,070.70

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19	Insurance Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	CAREHERE LLC	00019	981833	373641	09/17/20	10,442.00
	CAREHERE LLC	00019	981833	373641	09/17/20	9,612.00
	CAREHERE LLC	00019	981838	373641	09/17/20	10,442.00
	CAREHERE LLC	00019	981838	373641	09/17/20	9,612.00
					Account Total	40,108.00
				1	Department Total	40,108.00

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6107	Open Space Projects	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00027	981532	373161	09/10/20	12.85
					Account Total	12.85
	Infrastruc Rep & Maint					
	C & R ELECTRICAL CONTRACTORS I	00027	981543	373172	09/10/20	1,020.80
	C & R ELECTRICAL CONTRACTORS I	00027	981544	373172	09/10/20	1,727.21
					Account Total	2,748.01
				D	epartment Total	2,760.86

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28	Open Space Sales Tax Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	OUTDOOR PROMOTIONS OF COLORADO	00028	981768	373639	09/17/20	4,800.00
					Account Total	4,800.00
				De	epartment Total	4,800.00

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1015	People Services	Fund	Voucher	Batch No	GL Date	Amount
	Tuition Reimbursement					
	CRIBB KINDALL	00001	981636	373443	09/15/20	1,105.65
					Account Total	1,105.65
				D	epartment Total	1,105.65

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5010	PKS- Fair	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Fair Expenses-General					
	DICKINSON, MAGGIE	00001	981688	373471	09/15/20	48.00
	JOHNSON, RYAN	00001	981689	373471	09/15/20	34.00
					Account Total	82.00
	Regional Park Rentals					
	DEVILLIER CINDY	00001	981554	373264	09/11/20	500.00
	MORRISSEY KYM	00001	981555	373264	09/11/20	25.00
	THIEME MELISSA	00001	981557	373264	09/11/20	965.00
	VUE DAO	00001	981558	373264	09/11/20	400.00
					Account Total	1,890.00
				De	epartment Total	1,972.00

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5016	PKS- Trail Ranger Patrol	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00001	981533	373161	09/10/20	24.68
	XCEL ENERGY	00001	981534	373161	09/10/20	59.27
	XCEL ENERGY	00001	981535	373161	09/10/20	7.87
	XCEL ENERGY	00001	981536	373161	09/10/20	46.19
	XCEL ENERGY	00001	981537	373161	09/10/20	85.41
	XCEL ENERGY	00001	981538	373161	09/10/20	5.38
	XCEL ENERGY	00001	981539	373161	09/10/20	171.46
					Account Total	400.26
	Water/Sewer/Sanitation					
	NORTH PECOS WATER & SANITATION	00001	981556	373264	09/11/20	41.13
					Account Total	41.13
				D	epartment Total	441.39

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1089	PLN- Boards & Commissions	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	FOREST SEAN	00001	981684	373471	09/15/20	65.00
					Account Total	65.00
				Ε	Department Total	65.00

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1082	PLN- Development Review	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Misc Revenues					
	MIDTOWN LLC	00001	980202	371518	08/19/20	175.00
					Account Total	175.00
				D	epartment Total	175.00

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3019	PW - Admin/Org	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Payments To Cities-Sales Taxes					
	ARVADA CITY OF	00013	981605	373435	09/15/20	15,503.26
	AURORA CITY OF	00013	981606	373435	09/15/20	244,210.97
	BENNETT TOWN OF	00013	981607	373435	09/15/20	11,403.70
	BRIGHTON CITY OF	00013	981608	373435	09/15/20	150,709.26
	COMMERCE CITY CITY OF	00013	981609	373435	09/15/20	171,341.87
	FEDERAL HEIGHTS CITY OF	00013	981610	373435	09/15/20	30,599.64
	NORTHGLENN CITY OF	00013	981611	373435	09/15/20	88,428.74
	THORNTON CITY OF	00013	981612	373435	09/15/20	341,513.22
	WESTMINSTER CITY OF	00013	981613	373435	09/15/20	174,451.48
					Account Total	1,228,162.14
				De	partment Total	1,228,162.14

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3056	PW - Capital Improvement Plan	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Land					
	CENTER PLAZA LLC	00013	981542	373064	09/10/20	1,470.00
	CLAYTON AND COMPANY INC	00013	981578	373370	09/14/20	8,925.00
	LAND TITLE GUARANTEE COMPANY	00013	981663	373457	09/17/20	83,271.00
	MILES FAMILY LLLP	00013	981565	373286	09/11/20	15,997.00
	SHANGHAI LAND INVESTMENT LLC	00013	981574	373298	09/11/20	2,110.00
	SITAULA PRAKASH	00013	981345	373064	09/10/20	5,150.00
					Account Total	116,923.00
				De	partment Total	116,923.00

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3031	PW - Operations & Maintenance	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	981494	373156	09/10/20	48.28
	UNITED POWER (UNION REA)	00013	981495	373156	09/10/20	48.28
	UNITED POWER (UNION REA)	00013	981496	373156	09/10/20	150.01
	UNITED POWER (UNION REA)	00013	981497	373156	09/10/20	20.00
	UNITED POWER (UNION REA)	00013	981498	373156	09/10/20	43.49
	UNITED POWER (UNION REA)	00013	981499	373156	09/10/20	138.55
	UNITED POWER (UNION REA)	00013	981500	373156	09/10/20	122.10
	UNITED POWER (UNION REA)	00013	981501	373156	09/10/20	129.75
	UNITED POWER (UNION REA)	00013	981502	373156	09/10/20	33.00
	UNITED POWER (UNION REA)	00013	981503	373156	09/10/20	46.32
	UNITED POWER (UNION REA)	00013	981504	373156	09/10/20	66.00
	UNITED POWER (UNION REA)	00013	981505	373156	09/10/20	176.98
	UNITED POWER (UNION REA)	00013	981506	373156	09/10/20	66.00
	UNITED POWER (UNION REA)	00013	981507	373156	09/10/20	68.00
	UNITED POWER (UNION REA)	00013	981508	373156	09/10/20	72.00
	UNITED POWER (UNION REA)	00013	981509	373156	09/10/20	33.00
	UNITED POWER (UNION REA)	00013	981510	373156	09/10/20	33.00
	XCEL ENERGY	00013	981511	373156	09/10/20	85.39
	XCEL ENERGY	00013	981512	373156	09/10/20	64.18
	XCEL ENERGY	00013	981513	373156	09/10/20	68.00
	XCEL ENERGY	00013	981514	373156	09/10/20	23,340.55
	XCEL ENERGY	00013	981515	373156	09/10/20	113.87
	XCEL ENERGY	00013	981516	373156	09/10/20	122.49
	XCEL ENERGY	00013	981517	373156	09/10/20	286.17
	XCEL ENERGY	00013	981518	373156	09/10/20	4,581.17
	XCEL ENERGY	00013	981519	373156	09/10/20	101.24
	XCEL ENERGY	00013	981520	373156	09/10/20	33.08
	XCEL ENERGY	00013	981521	373156	09/10/20	146.66
					Account Total	30,237.56
				D	epartment Total	30,237.56

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13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ALLIED RECYCLED AGGREGATES	00013	981769	373639	09/17/20	24,137.06
	BFI TOWER ROAD LANDFILL	00013	981772	373639	09/17/20	971.25
	BFI TOWER ROAD LANDFILL	00013	981773	373639	09/17/20	33.26
	ENNIS-FLINT INC	00013	981797	373639	09/17/20	38,825.65
	EP&A ENVIROTAC INC	00013	981774	373639	09/17/20	35,644.18
	EP&A ENVIROTAC INC	00013	981775	373639	09/17/20	35,644.18
	GMCO CORPORATION	00013	981881	373641	09/17/20	50,701.82
	JK TRANSPORTS INC	00013	981776	373639	09/17/20	30,220.00
	JK TRANSPORTS INC	00013	981777	373639	09/17/20	480.00
	JK TRANSPORTS INC	00013	981778	373639	09/17/20	15,295.00
	JK TRANSPORTS INC	00013	981779	373639	09/17/20	15,020.00
	JK TRANSPORTS INC	00013	981780	373639	09/17/20	6,170.00
	JK TRANSPORTS INC	00013	981782	373639	09/17/20	26,570.00
	MARTIN MARIETTA MATERIALS INC	00013	981745	373549	09/16/20	1,311,814.64
	W L CONTRACTORS INC	00013	981848	373641	09/17/20	7,306.26
	WAYNE A MITCHELL LLC	00013	981878	373641	09/17/20	13,122.90
	WAYNE A MITCHELL LLC	00013	981879	373641	09/17/20	9,498.83
	WAYNE A MITCHELL LLC	00013	981880	373641	09/17/20	15,187.64
					Account Total	1,636,642.67
	Retainages Payable					
	MARTIN MARIETTA MATERIALS INC	00013	981745	373549	09/16/20	65,590.73-
					Account Total	65,590.73-
				D	epartment Total	1,571,051.94

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2092	Sheriff Flatrock	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Merchandise					
	STATE OF COLORADO	00050	981660	373452	09/15/20	.08-
					Account Total	.08-
				D	epartment Total	.08-

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2004	Sheriff Training	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	252.36
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	252.36
					Account Total	504.72
	Operating Supplies					
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	100.00
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	28.41
					Account Total	128.41
				Б	epartment Total	633.13

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2008	SHF - Training Academy	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	113.11
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	113.11
					Account Total	226.22
	Operating Supplies					
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	5.58
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	2.15
					Account Total	7.73
				Б	epartment Total	233.95

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2011	SHF- Admin Services Division	Fund	Voucher	Batch No	GL Date	Amount
	Contract Employment					
	NICOLETTI-FLATER ASSOCIATES	00001	981732	373537	09/16/20	970.00
					Account Total	970.00
	Equipment Rental					
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	634.92
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	634.92
					Account Total	1,269.84
	Operating Supplies					
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	16.59
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	282.02
					Account Total	298.61
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	981727	373537	09/16/20	804.00
	LADWIG MICHAEL V MD PC	00001	981731	373537	09/16/20	1,122.00
					Account Total	1,926.00
				Γ	epartment Total	4,464.45

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2015	SHF- Civil Section	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Sheriff's Fees					
	ALCOCK LAW GROUP	00001	981690	373471	09/15/20	66.00
	ALTITUDE COMMUNITY LAW	00001	981597	373374	09/14/20	19.00
	BODIE ENGER LAW TRUST	00001	981600	373374	09/14/20	19.00
	FRANCY LAW FIRM	00001	981602	373374	09/14/20	19.00
	FRANCY LAW FIRM	00001	981603	373374	09/14/20	19.00
	HOLST AND BOETTCHER	00001	981598	373374	09/14/20	19.00
	JORDON PERLMUTTER & CO	00001	981682	373471	09/15/20	66.00
	OLIVAS OLGUIN AMANDA	00001	981595	373374	09/14/20	19.00
	PRIMBLE TAMMY	00001	981594	373374	09/14/20	19.00
	S2 SIGNS	00001	981596	373374	09/14/20	19.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	981601	373374	09/14/20	66.00
	VARGO & JANSON, P.C.	00001	981599	373374	09/14/20	19.00
					Account Total	369.00
				De	epartment Total	369.00

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2075	SHF- Commissary Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	221.72
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	221.72
					Account Total	443.44
	Operating Supplies					
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	107.72
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	59.05
					Account Total	166.77
				D	epartment Total	610.21

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2016	SHF- Detective Division	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Education & Training					
	COMMERCIAL VEHICLE TRAINING CE	00001	981726	373537	09/16/20	865.00
					Account Total	865.00
	Equipment Rental					
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	680.85
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	680.85
					Account Total	1,361.70
	Operating Supplies					
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	270.33
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	38.93
					Account Total	309.26
				D	epartment Total	2,535.96

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SHF- Detention Facility	Fund	Voucher	Batch No	GL Date	Amount
Education & Training					
COMMERCIAL VEHICLE TRAINING CE	00001	981726	373537	09/16/20	1,265.00
				Account Total	1,265.00
Equipment Rental					
TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	1,707.84
TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	1,707.84
				Account Total	3,415.68
Operating Supplies					
SUMMIT FOOD SERVICE LLC	00001	981743	373537	09/16/20	1,736.57
TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	370.80
TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	821.78
				Account Total	2,929.15
Other Professional Serv					
COLO OCCUPATIONAL MEDICINE PHY	00001	981727	373537	09/16/20	804.00
				Account Total	804.00
Uniforms & Cleaning					
Curtis Blue Line	00001	981728	373537	09/16/20	87.00
Curtis Blue Line	00001	981729	373537	09/16/20	87.00
				Account Total	174.00
			Γ	Department Total	8,587.83
	Education & Training COMMERCIAL VEHICLE TRAINING CE Equipment Rental TOSHIBA FINANCIAL SERVICES TOSHIBA FINANCIAL SERVICES Operating Supplies SUMMIT FOOD SERVICE LLC TOSHIBA FINANCIAL SERVICES TOSHIBA FINANCIAL SERVICES Other Professional Serv COLO OCCUPATIONAL MEDICINE PHY Uniforms & Cleaning Curtis Blue Line	Education & Training COMMERCIAL VEHICLE TRAINING CE Equipment Rental TOSHIBA FINANCIAL SERVICES O0001 Operating Supplies SUMMIT FOOD SERVICE LLC TOSHIBA FINANCIAL SERVICES O0001 TOSHIBA FINANCIAL SERVICES O0001 Other Professional Serv COLO OCCUPATIONAL MEDICINE PHY O0001 Uniforms & Cleaning Curtis Blue Line O0001	Education & Training COMMERCIAL VEHICLE TRAINING CE 00001 981726	Education & Training COMMERCIAL VEHICLE TRAINING CE 00001 981726 373537	Education & Training COMMERCIAL VEHICLE TRAINING CE 00001 981726 373537 09/16/20 Account Total Equipment Rental TOSHIBA FINANCIAL SERVICES 00001 981736 373537 09/16/20 Account Total Operating Supplies SUMMIT FOOD SERVICE LLC TOSHIBA FINANCIAL SERVICES 00001 981733 373537 09/16/20 Account Total Operating Supplies SUMMIT FOOD SERVICE LLC 00001 981733 373537 09/16/20 TOSHIBA FINANCIAL SERVICES 00001 981736 373537 09/16/20 Account Total Other Professional Serv COLO OCCUPATIONAL MEDICINE PHY 00001 981727 373537 09/16/20 Account Total Uniforms & Cleaning Curtis Blue Line 00001 981728 373537 09/16/20 Curtis Blue Line 00001 981729 373537 09/16/20

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2017	SHF- Patrol Division	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	521.48
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	521.48
					Account Total	1,042.96
	Mileage Reimbursements					
	ALLEGAR SEAN	00001	981680	373471	09/15/20	80.66
					Account Total	80.66
	Operating Supplies					
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	49.51
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	192.30
					Account Total	241.81
	Uniforms & Cleaning					
	Curtis Blue Line	00001	981729	373537	09/16/20	93.35
					Account Total	93.35
				D	Department Total	1,458.78

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2018	SHF- Records/Warrants Section	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	377.25
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	377.25
					Account Total	754.50
	Operating Supplies					
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	249.58
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	88.86
					Account Total	338.44
				D	epartment Total	1,092.94

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2005	SHF- TAC Section	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	139.24
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	139.24
					Account Total	278.48
	Operating Supplies					
	TOSHIBA FINANCIAL SERVICES	00001	981733	373537	09/16/20	3.57
	TOSHIBA FINANCIAL SERVICES	00001	981736	373537	09/16/20	72.38
					Account Total	75.95
				D	epartment Total	354.43

Vendor Payment Report

09/18/20

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15:29:59

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Grand Total 9,243,520.08



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 September 22, 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 Henry, seconded by Commissioner O'Dorisio, 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 September 22, 2020

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

A motion was made by Commissioner O'Dorisio, seconded by Commissioner Tedesco, 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. List of Expenditures Under the Dates of August 31 September 4, 2020
- **B.** List of Expenditures Under the Dates of September 7-11, 2020
- C. Minutes of the Commissioners' Proceedings from September 15, 2020
- **D.** Resolution Approving the 64th Ave. Regional Improvements Escrow Agreement between Adams County and 64th Ave. ARI Authority (File approved by ELT)
- E. Resolution Approving an Intergovernmental Agreement between Adams County and 64th Ave. ARI Authority
 (File approved by ELT)
- F. Resolution Approving a Private Residential Access Maintenance Agreement between Joan E. Caywood and Catherine McIntosh and Michael T. McIntosh, and Adams County
 (File approved by ELT)
- G. Resolution Approving Adams County Community Services Block Grant -Community Action Plan for 2021-2023 (File approved by ELT)
- **H.** Resolution Approving Subgrantee Contract Amendment #3 to the Agreement between Adams County and Adams County Emergency Food Bank (File approved by ELT)
- I. Resolution Approving Subgrantee Contract Amendment to the Agreement between Adams County and New Legacy Charter School (File approved by ELT)
- J. Resolution Approving Subgrantee Contract Amendment to the Agreement between Adams County and La Raza Services, Inc.(File approved by ELT)
- Resolution Regarding Defense and Indemnification of Chad Jenkins as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq.
 (File approved by ELT)

7. NEW BUSINESS

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

- 8. 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 TCHD A motion was made by Commissioner Henry, seconded by Commissioner O'Dorisio, 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

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020
SUBJECT: Development Agreement with Division 9 Construction, Inc.
FROM: Jill Jennings Golich, Director
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Development Agreement with Division 9 Construction, Inc., which places responsibility for certain public improvements to be constructed by the Developer as described in Exhibit "B". These public improvements consist of new Class VI Road base material for St. Paul Street, and the installation of storm sewer pipe as described in Exhibit "B"

BACKGROUND:

The Developer is the owner of the property located at 16440 St. Paul Street in Adams County. The developer shall be responsible for the design and installation of Class VI road base material and storm drainage pipe for St Paul Street south of East 165th Avenue.

The subject request is consistent with the requirement for approval of a Development Agreement for new development within Adams County. In addition, staff reviewed the Development Agreement and determined that the proposed improvements conform to the requirements outlined in the County's Development Standard and Regulations.

The Department of Community and Economic Development also reviewed construction documents associated with the development. Final acceptance of the project is contingent upon approval of the Development Agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office Public Works

ATTACHED DOCUMENTS:

Development Agreement with Division 9 Construction, Inc. Resolution

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:

Please check if there is no fiscal is section below.	impact ⊠. If	there is fisc	al impact, pl	ease fully com	plete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in					
Total Revenues:					
				=	
			Object Account	Subledger	Amount
Current Budgeted Operating Expend					
Add'l Operating Expenditure not inc		nt Budget:			
Current Budgeted Capital Expenditu					
Add'l Capital Expenditure not include	ded in Current l	Budget:			
Total Expenditures:					
New FTEs requested:	☐ YES	NO NO			
Future Amendment Needed:	☐ YES	⊠ NO			
Additional Note:					

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RESOLUTION APPROVING DEVELOPMENT AGREEMENT BETWEEN ADAMS COUNTY AND DIVISION 9 CONSTRUCTION, INC.

Resolution 2020-XXX

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

WHEREAS, Division 9 Construction Inc., ("Developer"), is owner of certain real property located at 16440 St. Paul Street, Brighton, CO, Parcel Number; 0157301203008 and,

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

WHEREAS, the County and the Developer desire to enter into a Development Agreement for the public improvements at 16440 St. Paul Street in Case No. INF2020-00008; and

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Development Agreement for Case No. INF2020-00008; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Development Agreement between Adams County and Division 9 Construction, Inc., a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Division 9 Construction, Inc., located at 11921 Orleans Circle, Commerce City, Colorado, 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 may for good cause grant an extension of time for Public Improvements completion for a period not to exceed 180 days. Any extension greater than 180 days shall only be approved by the Board of County Commissioners. Any extension of time shall be in written form only and shall not be unreasonably withheld, conditioned, or delayed.
- 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 \$29,710.80, including (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation.

Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by Adams County 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 of preliminary acceptance.

No certificate of occupancy 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 improvements described in Exhibit "B" have been preliminarily accepted by the Public Works Department.

- 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:

St Paul Street from 165th Avenue south, to the end of the cul-de-sac, per the construction documents. Class 6 aggregate road with 6" minimum depth.

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:

me this, day of,
Notary Public
, 2020.
nent and construction of public improvements. No construction, building or change-in-use ished in the amount required and in a formers and until the improvements described in Public Works Department.
BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO

EXHIBIT A

Legal Description:

THE SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, IS ASSUMED TO BEAR NORTH 89'49'00 WEST AS SHOWN ON THE RECORDED PLAT OF WEISNER SUBDIVISION.

EXHIBIT B

Public Improvements: St Paul St south of 165th Ave to and including cul-de-sac.

Description Est. Quantity Est. Unit Cost Est. Construct. Cost

Grading, preparation and Completion of class 6 road Culvert Subtotal	14,856 14,856 122	sf sf lf	\$0.84 \$0.37 \$64.59	\$10,500 \$5,500 \$7,880 \$23,580
20% Contingency Sub total 5% Inflation year 2021				\$4,716 \$28,296 \$1,414.80

Total \$29,710.80

 $\textbf{Construction Completion Date:} \ \ 10/7/2021$

Initials or signature of Developer:



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020
SUBJECT: Approval for Fair Management Staff to enter into and sign agreements under \$7,500
FROM: Byron Fanning, Director, Parks, Open Space, & Cultural Arts and Casandra Vossler, Fair & Special Events Manager
AGENCY/DEPARTMENT: Parks, Open Space & Cultural Arts
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the authorization

BACKGROUND:

The 2021 Adams County Stars & Stripes 3rd of July Celebration along with the Adams County Fair and the newly added Concert in the Park will feature local entertainment on the free stages, food vending services to attendees, exhibitors selling items and corporate partnerships increasing community exposure during the three events.

Contracts must be negotiated and signed as soon as possible in order to confirm artists, secure food concessionaires and exhibitors and to develop advertising programs.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney

ATTACHED DOCUMENTS:

Resolution Entertainment Agreement Food Concessionaire Contract Sponsor Contract Exhibitor/Vendor Contract

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FISCAL IMPACT:

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	al impact, pl	ease fully com	plete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in					
Total Revenues:				=	
			Object Account	Subledger	Amount
Current Budgeted Operating Expendent		· D. 1			
Add'l Operating Expenditure not inc		nt Budget:			
Current Budgeted Capital Expenditu		D 14-			
Add'l Capital Expenditure not include	ded in Current	Buaget:			
Total Expenditures:				-	
New FTEs requested:	☐ YES	⊠ NO			
Future Amendment Needed:	☐ YES	⊠ NO			
Additional Note:					
Auditiviiai ivite.					

Revised 06/2016 Page 2 of 2

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING CASANDRA VOSSLER, FAIR & SPECIAL EVENTS MANAGER, ENTERING INTO ENTERTAINMENT, FOOD CONCESSIONS, SPONSORS, AND EXHIBITOR AGREEMENTS FOR THE PURPOSE OF SECURING ENTERTAINMENT, FOOD VENDING, SPONSORSHIPS, AND EXHIBITORS FOR THE 2021 ADAMS COUNTY STARS AND STRIPES CELEBRATION, COUNTY FAIR AND CONCERT IN THE PARK.

WHEREAS, the 2021 Adams County Stars and Stripes Celebration, County Fair and Concert in the Park will benefit from the hiring of entertainment, food vending, and exhibitors to provide local entertainment on the free stage, food vending services to the attendees, and exhibitors selling items during the three events; and,

WHEREAS, the 2021 Adams County Stars and Stripes Celebration, County Fair and Concert in the Park will benefit from obtaining corporate sponsorships to increase revenue, as well as increase community exposure; and,

WHEREAS, it would be expedient for the Board of County Commissioners to delegate their authority to enter into entertainment, concession, sponsor, and exhibitor agreements so that preferred entertainer(s), concessionaires, sponsors, and exhibitors may be secured for the 2021 Adams County Stars and Stripes Celebration, County Fair, and Concert in the Park; and,

WHEREAS, the funds have been set aside in the 2021 Facility Budget for this purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Casandra Vossler, the Fair & Special Events Manager, is hereby authorized to enter into entertainment, concession, sponsor, and exhibitor agreements on behalf of Adams County for the production of the 2020 Adams County Stars and Stripes, County Fair, and Concert in the Park.

BE TI FURTHER RESOLVED, that the Chair of the Board of County Commissions is hereby authorized to delegate said authority to Casandra Vossler on behalf of Adams County.



FOOD CONCESSION CONTRACT ADAMS COUNTY FAIR

August 4 – August 9, 2021 9755 Henderson Road, Brighton CO 80601

www.adamscountyfair.com Phone 303.637.8003

Phone 303.637.800 Melany Davidson

Business/Company ("conces	ssionaire")	
Mailing Address		
		Zip
Cell Phone	Phone	Fax
Email Address		
Company website address _		
cancellation of this contract	nust be clearly marked on your menu boar and all rental money paid will be forfeited at to assign or change booth space(s) to a	•
Federal Tax Identification N	umber or Social Security Number	
Does anyone in Adams Cour	nty Government work for you or have any	y other financial interest in your business?
If ves, please explain		

Concessionaire is required to submit all materials indicated and only complete applications will be processed. The Adams County Fair does not hold concession spaces.

COMMERICAL CONCESSIONAIRE BOOTH FEES:

Quantity	Size of booth	Includes	Fee	Total	Grand Total
	F1-F5 30 x 20	Potable water (concessionaire must provide food grade hose), 2 concessionaire parking passes (behind main food line), gray water tank, grease container, electricity to include 20, 30 or 50 amp service	\$3,000.00	\$	\$
	F6-F10 15 x 15	Potable water (concessionaire must provide food grade hose), 1 concessionaire parking pass electricity to include 20 or 30 amp	\$1,500.00	\$	\$
	F11-F15 10 x 10	Potable water (concessionaire must provide food grade hose), 1 concessionaire parking pass, electricity to include 20 amp service	\$800.00	\$	\$
	Exhibit Hall	Kitchenette includes sink, freezer and refrigerator, 2 concessionaire parking passes	\$800.00	\$	\$
	G1-G4 Size Varies	Potable water (concessionaire must provide food grade hose),1 concessionaire parking pass to include 20 amp service	\$800.00	\$	\$
	Commissary	Access to the Waymire Dome commercial kitchen based on Tri-County Health Recommendations. This is a shared space and times must be arranged with Fair Staff prior to July 20, 2019	\$200.00	\$	\$
	30 or 50 amp service. No water available	\$20.00	\$	\$	
	Parking	Additional Parking Passes – in general parking located in lot A & F	\$25.00	\$	\$
		Grand Total:			\$

I have read and agree to all contractual provisions as set forth in this Food Concession Application.					
Concessionaire Signature	Date Signed				
Fair Manager Signature	Date Signed				

OFFICE USE ONLY						
Space Location:		Space Number:				
\$	Paid	, Balance Due \$	Document #			
\$	Paid	, Balance Due \$	Document #			
\$	Paid	, Balance Due \$	Document #			

1. Application Packet:

Concessionaire is required to submit the following materials and only complete applications will be processed. The Adams County Fair does not hold concessionaire spaces.

- A. Completed and executed concessionaire application.
- B. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to the Adams County Fair. (\$25.00 charge for returned checks.)
- C. Current photo of booth (if applicable) and a complete menu that will be served, including a price list. Once a menu has been submitted, no changes will be permitted without Fair approval.
- D. Certificate of Insurance naming the Adams County as an additional insured. Each concessionaire is required to have a Certificate of Insurance showing a Comprehensive General Liability policy in the amount of three-million dollars, Standard Colorado Worker's Compensation, Automobile Liability on the vehicle that pulls the concession trailer and on any golf or utility vehicle. The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County must be named as additional insured.
- E. Copy of Sales Tax License if applicable.
- F. Completed W9 form.
- G. Concessionaire must provide size of hitch, unit, and food prep area.

2. Concessionaire Approval and Selection:

Approval and selection of concessionaires will depend on product type, quality, pricing, condition of booth and concessionaire history and be decided by the Adams County Food Concessionaire Committee. Adams County reserves the right to deny rental of a concessionaire space(s). Previous participation in the Adams County Fair does not give a concessionaire priority treatment. In order to maintain product balance and as a means of encouraging new products, at times it becomes necessary to deny concessionaire space requests due to a specific location and or physical requirements, space availability or late packet receipt. Selection

of any application does not imply endorsement by the Adams County Fair of the concessionaires' products or services.

3. Concessionaire Space Fees:

Balance of the concession space fee is due no later than June 7, 2021. Failure to make full payment of the concession space fee by this date will result in concession space assigned on an "as available" basis and may result in forfeiture of concession space and any monies paid.

4. Cancellation and Termination:

In the event of cancellation for any reason by the concessionaire, monies paid shall be refunded only if the County is able to resell the concession space. If the County is unable to resell the concession space(s), then no monies shall be refunded. Cancellations must be received no later than thirty (30) days prior to Monday, July 5, 2021 or deposit(s) will be forfeited. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the Adams County Fair. The Adams County Fair shall have the right to immediately terminate this Application for cause, by providing written notice to Concessionaire, should Concessionaire fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Application.

5. County Access to Concessionaire Space:

County and its employees, agents, assigns or volunteers, shall have access to any Concessionaire space/premises at all times. Concessionaire is responsible for securing personal items and the County is not responsible for lost or stolen items.

6. Location of Concessionaire:

Adams County Fair Management reserves the right to relocate or cancel any concessionaire that it determines is not in the best interest of the Fair.

7. Soft Drinks & Ice – Food & Beverage Standards of Delivery

The Adams County Fair is a Coca-Cola sponsored event. All water, soft drinks, sports drinks, additional carbonated beverages and ice must be purchased through the Adams County Fair. Adams County Fair will sell ice onsite.

8. Booth Appearance

- A. Guests walks up to an attractive and clean stand.
- B. No tarps are permitted.
- C. All prep areas are to be concealed from the general public view.
- D. Concessionaires should make provisions to protect their display from sun, wind and inclement weather. Concessionaire acknowledges that there is a good possibility of severe wind and weather during the Adams County Fair.
- E. Professional printed menu with all items is required.
 - 1. Guest is able to order any item on the menu.
 - 2. No hand-written signs are permitted.
 - 3. The correct price is posted and collected.
- F. Concessionaires must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.

9. Guest Expectations

- A. Guest waits a moderate length of time for food.
- B. Guest receives what is ordered and it is attractively presented or wrapped.
- C. Guest receives hot items hot and cold items cold.

- D. The standard expectation is that the food is fresh and tastes good.
- E. Complete satisfaction guaranteed to the guest or item exchanged or money returned.

10. Motorized Vehicles:

No vehicles are allowed to travel on the Fairgrounds at any time during the Adams County Fair operational hours. During set up, tear down and resupply times in the morning anyone driving any type of motorized vehicle onto the fairgrounds must be a licensed driver, drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 miles per hour at all times.

The use of any self or motor powered vehicle such as ATV's (4-wheelers), bicycles, scooters, skateboards, roller blades or other skates is not permitted during operational Fair hours.

11. Propane Tanks:

Propane tanks must have a permit tag from Brighton Fire Protection District.

12. Concessionaire Conduct & Space Appearance:

Concessionaire shall conduct the operation of the concession in a quiet and orderly manner at all times and shall keep the concession space area neat, clean and free from garbage. Concessionaire is responsible for the appearance, maintenance and attractive condition of the concession space. Concessionaire is responsible for the proper disposal of all waste products. All garbage and refuse must be secured in plastic bags before depositing in the designated trash containers. Violation of this paragraph may result in the loss of concessionaire space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental will be authorized under such circumstances.

- A. No products, signage, literature shall be presented outside the designated booth space.
- B. Tents must be clean and made with a durable, fire resistant material; no tarps are permitted at the Adams County Fair.
- C. Concessionaire staff should be neat, clean and attentive to customers.
- D. Condiments are to be located within the stand in a clean and attractive manner.
- E. If an item is not related to the space's theme or product(s), does not enhance the appearance of the space or is not for sale, it should not be in the view of the public.
- F. Concessionaire shall maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. Concessionaire shall keep the premises and every part in a clean and wholesome condition free of any objectionable noises, odors or nuisances.
- G. Concessionaire is responsible for cleaning his/her own concession space area at the end of each day. Concessionaires are required to place all trash in the trash receptacles. County clean-up personnel will not enter the booth space area.

13. Sound Devices:

Concessionaires shall obtain permission from the Fair Management for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that noise will not interfere with any other displays or exhibit. The Fair Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

14. Set-Up:

Concessionaire agrees to have their exhibit or display in place prior to the opening of the fair and fully operational by 4:00 p.m. opening day of the Fair. If concessionaire has not moved in and completed set up by 3:00 p.m. opening day at the Fair, Adams County reserves the right to resell the concession space. No monies shall be refunded for no shows.

No concessionaire may set up before the prior approval of Fair Management. Concessionaire set up times:

Monday, August 2 from 9:00 a.m. to 5:00 p.m.

Tuesday, August 3 from 9:00 a.m. to 5:00 p.m.

15. Servicing Concessionaire Booth:

Concession booths may only be serviced by outside vendors on the following dates and times:

Wednesday, August 4 until 2:00 p.m. Thursday, August 5 until 2:00 p.m. Friday, August 6 until 9:00 a.m. Saturday, August 7 until 10:00 a.m. Sunday, August 8 until 10:00 a.m.

Large deliveries from Nobel Sysco, Shamrock, Federal Produce, Federal Express, UPS, etc., will not be permitted inside the Midway during operational hours of the Fair. Please plan accordingly.

16. Tear Down:

All concession spaces must remain totally intact and operational until midnight on Sunday, August 8, 2021. Early teardown will result in denial of future participation in the Adams County Fair.

The carnival will operate until midnight on Sunday, August 8th. All food vendors will be unable to load out until 8:00 a.m. Monday, August 9th due to pedestrians walking in the midway.

17. Changes or Alterations:

This contract contains the entire agreement between the parties related to the rental and operation of a concession space at the Adams County Fair. There will be no change, alteration, variation or deviation from the terms of this application unless the same is made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future that is not incorporated herein shall have any binding force or effect on this agreement.

18. Force Majeure:

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood earth quakes, or other acts of God.

19. Electrical Cords:

- A. All equipment, regardless of source of power, must comply with all national, state, and local safety codes.
- B. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.
- C. Cords shall be plugged directly into approved receptacle.
- D. Do not overload extension cords, or use octopus fixtures, that enable things to run from a single outlet.
- E. Do not repair damaged cords with tape, please replace them.

F. The Adams County Fair shall not be responsible for any electrical power surges or any loss of business due to outages.

20. Sales Tax:

All concessionaires are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Colorado Department of Revenue at 303-534-1208 or 1-800-332-2085. The following link contains tax instructions and forms https://www.colorado.gov/pacific/tax/sales-tax-instructions-and-forms

21. Tri-County Health Department:

A Temporary Food Event or Food Truck Permit must be obtained prior to arrival from the Tri-County Health Department to participate at the Adams County Fair. Tri-County Health Department will inspect all concessionaires on or before opening day of the Fair.

22. Hours of operation:

Concessions must be staffed during all open operation hours of the Fair. Concessionaires with unattended booths will automatically forfeit their right to return in future years. The hours below apply to all concessionaires except for the Exhibit Hall Concessionaire and Grandstands.

Wednesday, August 4 from 4:00 p.m. to 11:00 p.m. Thursday, August 5 from 4:00 p.m. to Midnight. Friday, August 6 from 10:00 a.m.to Midnight Saturday, August 7 from Noon to Midnight Sunday, August 8 from Noon to Midnight

23. Parking Permits & RV Parking:

The Adams County Fair will not be responsible for admitting Concessionaires or members of their staff through the gate without a pass. Passes will not be replaced if lost or stolen.

Adams County permits overnight RV parking at the Regional Park Complex during the Fair for concessionaires by permit only. Permits are available for purchase at the Adams County Parks Office. These permits must be displayed on the rear view mirror at all times while using the overnight parking facilities at the Regional Park Complex. These spots are limited and are first come first served.

- A. Space with electric hook ups \$20.00 per night
- B. Payment must be received by 10:00 a.m. or within one hour after your arrival on the Regional Park Complex grounds, whichever is later.
- C. Parking in fire lanes and using building electrical outlets is not permitted.
- D. Tent camping is not permitted.
- E. Pets must be kept on a leash while on Regional Park Complex grounds.
- F. Dump Stations are available for use. Grey and black water must be dumped at only the designated dump station.
- G. No one under the age of 18 is permitted to obtain an overnight RV parking use permit.
- H. Restrooms and showers are available and are located on the outside of the Exhibit Hall.
- I. No marijuana, alcohol or illegal drugs are permitted in the overnight RV parking areas at the Riverdale Regional Park Complex.
- J. All RV's must be kept clean and in good repair.

- K. The washing of vehicles of any kind is not permitted on Regional Park Complex grounds.
- L. Quiet hours are daily from 10:00 p.m. to 6:00 a.m. and are strictly enforced.
- M. In the sole discretion of Adams County, concessionaires and/or their guests that violate any of the overnight RV parking policies are subject to revocation of the overnight parking permit, cancellation of this concessionaire contract; and/or disqualification from returning as a concessionaire in the future. No monies paid under this agreement will be returned if this agreement is cancelled under this provision
- N. Nothing in these policies is construed to create a tenancy of any kind.

There are a limited number of RV parking spaces available at the Adams County Fair. RV parking permits can be obtained through the Adams County Fair office.

24. Insurance:

Concessionaires are required to provide a Certificate of Insurance showing a three-million dollar Comprehensive General Liability, Standard Colorado Worker's Compensation, Automobile Liability on the vehicle that pulls the concession trailer and on any golf or utility vehicle. The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County must be named as additional insured.

25. Indemnification and Release of Liability:

Concessionaire shall indemnify and hold the Adams County Fair, Adams County and their respective officers, employees, agents, volunteers and subsidiaries harmless from any and all claims, liabilities, or other damages of any nature whatsoever, including costs, and attorney's fees, relating to the performance of this agreement.

26. Freight:

The Adams County Fair does not provide storage for concessionaires. Please arrange for any storage needs through local storage companies.

If concessionaires are sent packages to the Adams County Fair, mail and shipping deliveries are made to the Adams County Parks Office located at the entrance of the fairgrounds and will not be delivered to concessionaire. The Parks Office hours are Wednesday through Sunday, 8:00 a.m. to 8:00 p.m.

The County does not assume any responsibility or liability for any packages or shipments. The Adams County Fair will not accept COD packages.

27. Smoking:

Smoking is not permitted in any building at the Adams County Regional Park, in the livestock barns, or grandstand arena.

28. Security:

The County will make every effort to provide adequate building and grounds security during the Adams County Fair. The County however cannot be held responsible for any loss or damage or for injury resulting from any cause. Concessionaire must make provisions for the safe guarding of their displays and are urged to insure themselves properly against property loss, damage and against the liability for personal injury. Concessionaire must secure their own property.

29. Lost and Found:

Lost and found is located at the Adams County Parks Office located at the entrance to the fairgrounds.

30. Amplified Music:

Part of the events planned includes a free stage in the Midway Area. Please be advised that bands will be performing daily with amplified music on this stage.

31. Independent Contractors:

Contractor shall undertake and perform the services of this agreement as an independent contractor and is solely responsible for obtaining and maintaining adequate Worker's Compensation Insurance, personal injury and property insurance, and that all personnel employed by Contractor are not and shall not be employees, agents or servants in the County. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this agreement.

32. Compliance with C.R.S. § 8-17.5-101,ET. SEQ:

Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference

33. Compliance with Laws and Required Conduct:

Concessionaire must abide by all local, state, & federal laws, rules and regulations at all times during the course of this agreement. Failure to comply with the terms of this agreement or any misconduct including harassment or mistreatment by any concessionaire of the Health Department Officials, Adams County Fair Staff, Adams County Sherriff's Office Staff, attendees or fellow concessionaires may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

34. Finance Department:

- A. A completed W9 is required of all concessionaires and must be returned with the completed contract. If requesting payment via ACH, a voided check or letter from concessionaires bank with ACH instructions required.
- B. The Adams County Fair will continue to distribute food vouchers for all volunteers and employees of Adams County. ETix cards will be issued to both volunteers and employees. A representative from ETix will be on site to assist you. It is the responsibility of concessionaire to accept only the approved ETix card for Adams County employees and volunteers. Concessionaire will not be reimbursed for any vouchers outside of ETix cards.
- C. Food sales reports will be run by Etix. If concessionaire chooses to count its own sales and said sales do not match the Etix count, Adams County's count becomes the final count.
- D. Physical checkout with Finance is no longer available.
 - a. Concessionaire will be reimbursed for all food sales via check form or ACH.
 - b. All Coca-Cola and ice purchases will be billed via email and concessionaire will pay Adams County via check or cash for the balance due within 30 days.

I HAVE READ AND AGREE TO FOLLOW THE RULES AND REGULATIONS AS SET FORTH IN THE ADAMS COUNTY FAIR RULES AND REGULATIONS AGREEMENT.

Concessionaire's Signature/Date

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

H.	If Contractor violate	es this Section II of this	Agreement, the (County may	terminate this	Agreemen	it for
	breach of contract.	If the Agreement is so	terminated, the	Contractor	shall be liable	e for actual	and
	consequential damag	ges to the County.					

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:		
Company Name	Date	
Name (Print or Type)	_	
Signature		
Title		

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com/employerregistration. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



Sponsorship Agreement Between 2021 Adams County Fair And SPONSOR

This will confirm the terms and conditions on which SPONSOR, (hereafter referred to as the "Sponsor") has agreed to sponsor Adams County Fair (hereafter referred to as the "Event"), organized by Adams County Parks & Open Space, (hereafter referred to as the "Organizer").

- 1. The Organizers shall use their best efforts to conduct and promote the Event to take place August 4-8, 2021, at the Adams County Fairgrounds in Brighton, Colorado.
- 2. **Sponsor Status**. The Organizers hereby grant the Sponsor the right to be an Associate Sponsor of the Event, with recognition as detailed in Attachment 1, *Schedule of Sponsor Rights & Benefits*.
- 3. **Term:** The term of this Agreement encompasses the 2021 Event commencing upon execution of this Agreement by both parties and ending on November 30, 2021 unless otherwise extended by written agreement of the parties.

Sponsor 2019 Adams County Fair Letter of Agreement – page 2

- 4. Sponsorship Fee. In consideration of the full performance by Organizer of all of its obligations hereunder and all rights granted hereunder to Sponsor, Sponsor shall pay the Organizer a sponsorship fee of \$\$\$\$. All checks to be made payable to Adams County Fair.
- 5. Insurance. All vendors, sponsors, exhibitors or any companies doing business with the Adams County Fair during the dates of or purposes for the Event will be required to provide a certificate of insurance verifying coverage.
- 6. **Indemnification.** To the extent allowed by the law, each party will indemnify, defend and hold the other party (and its parent, subsidiaries, affiliates, contractors and vendors) harmless from any third party claims, causes of action and damages, including reasonable outside attorney fees, arising from or relating to the indemnifying party's breach or alleged breach of its obligations, including the representations and warranties, under this Agreement. Sponsor will not be held liable for any activities or occurrences relative to the Event, except for those activities or occurrences over which Sponsor has direct control.
- 7. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood earth quakes, or other acts of God.
- 8. **Notices.** All notices hereunder shall be sent in writing and shall be delivered by first class mail, in person, by facsimile, e-mail or by courier, to the parties at the following addresses:

For the Sponsor:

For the Organizer:

Adams County Fair Casandra Vossler Fair Manager 9755 Henderson Road Brighton, CO 80601

Phone: 303-637-8027

E-Mail: CVossler@adcogov.org

- 8. **Relationship of Parties.** This agreement does not constitute a partnership or joint venture or principal-agent relationship between the Organizers and the Sponsor. Except to a parent company, affiliate, subsidiary, the Agreement may not be assigned by either party. It shall be governed by the laws of the State of Colorado. It is complete and represents the entire agreement between the parties.
- 9. The terms of this agreement are final, and supersede any oral or written communications or agreements made prior or hereafter signing of this agreement. Any change in agreement terms must be revised into this agreement and signed by both parties.

Sponsor Adams County Fair Letter of Agreement - page 3

Please sign, scan and email to Courtney Cox at the Adams County Fair

Approved by:	
Ву:	
Date:	
Casandra Vossler	
Adams County Fair	
Agreed and Accepted:	
Ву:	
Date:	
Name:	
Position:	

Sponsor 2020 Adams County Fair Agreement - page 4



ADAMS COUNTY FAIR EXHIBITOR CONTRACT

August 4 - 8, 20219755 Henderson Road, Brighton CO 80601 www.adamscountyfair.com

Phone 303.637.8007

Company (the exhibitor)		
Contact		
	State	
	Other Phone	
Email		
Company website		
List all items/products to be	sold or displayed	
	Number or Social Security Number	
Does anyone in Adams Cou	nty Government work for you or have any	other financial interest in your business?
If yes, please explain		
	mit the following materials. Only complete	

County Fair does not hold exhibitor spaces.

- 1. Completed exhibitor contract. (Entire single-sided copy)
- 2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)
- 3. Complete description of items to be sold, demonstrated, etc.
- 4. Certificate of Insurance naming Adams County as an additional insured.
- 5. Copy of Sales Tax License, if applicable.

Exhibitor Approval and Selection:

- 1. Approval and selection of exhibitors are dependent upon product type, quality, pricing, and exhibitor
- 2. Adams County reserves the right to deny rental of a commercial booth space.
- 3. Previous participation in the Adams County Fair does not give an exhibitor priority treatment.

- 4. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt.
- 5. Selection of any contract does not imply endorsement by the Adams County Fair of the exhibitors' products or services.
- 6. Exhibitors will be notified by email as to the status of their contract.
- 7. The balance of booth space fees is due no later than July 7, 2021. Failure to make full payment of the booth space fee by this date will result in booth assigned on an as available basis and may result in forfeiture of booth space and any monies paid.

EXHIBITOR BOOTH FEES:

Booth Type	Includes	Fee	Quantity	Total
10x10 Outdoor	One (1) Exhibitor Parking Pass per 10x10 space – Lot E	\$285.00		\$
10x10 Exhibit Hall Interior	Space is piped & draped; one 6'x30" table; 2 chairs; limited Wi-Fi; one (1) Exhibitor Parking Pass per 10x10 space – Lot E	\$300.00		\$
10x10 Exhibit Hall Corner	Space is piped & draped; one 6'x30" table; 2 chairs; limited Wi-Fi; one (1) Exhibitor Parking Pass per 10x10 space – Lot E	\$350.00		\$
Add-ons				
110 Volt Electricity	20 Amps *limited availability	\$100.00		\$
Parking Pass	General Parking Pass – Lots A & F	\$25.00		\$
		(Frand Total	

I have read and agree to all contractual provisions as set forth in this exhibitor contract.

Exhibitor Signature

Date Signed

Fair Management Signature

Date Signed

OFFICE USE ONLY

Space Location: ______ Space Number: _____

\$____ Paid _____, Balance Due \$_____ Document #_____

\$____ Paid _____, Balance Due \$_____ Document #______

Adams County Fair Exhibitor Rules and Regulations

1. Contract Packet:

Exhibitor is required to submit the following materials; only complete contracts will be processed. The Adams County Fair does not hold exhibitor spaces and will not process contracts without a deposit.

- 1. Completed exhibitor contract.
- 2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)
- 3. Photo of booth (if applicable) and complete description of items to be sold, demonstrated, etc.
- 4. Certificate of Insurance naming Adams County as an additional insured.
- 5. Copy of Sales Tax License if applicable.

2. Exhibitor Approval and Selection:

Approval and selection of exhibitors will depend on product type, quality, and pricing and exhibitor history. Adams County reserves the right to deny rental of a commercial booth space. Previous participation in the Adams County Fair does not give an exhibitor priority treatment. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt. Selection of any contract does not imply endorsement by the Adams County Fair of the exhibitors' products or services. Exhibitors will be notified of the status of their contract by mail or email.

3. Booth Space Fees:

Balance of the booth space fee amount is due no later than July 7, 2021. Failure to make full payment of the booth space fee by this date will result in booth space assigned on an "as available" basis and may result in forfeiture of booth space and any monies paid.

4. Cancellation and Termination:

In the event of cancellation for any reason by the exhibitor, monies paid shall be refunded only if the County is able to resell the booth space. If the County is unable to resell the booth space, then no monies shall be refunded. Cancellations must be received no later than June 30, 2021, or deposits may be forfeited. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the Adams County Fair. The Adams County Fair shall also have the right to immediately terminate this contract for cause, by providing written notice to Exhibitor, should Exhibitor fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this contract.

5. County Access to Exhibitor Booth Space:

County and its employees, agents, assigns or volunteers, shall have access to any Exhibitor space at all times. Exhibitor is responsible for securing personal items and the County is not responsible for lost or stolen items.

6. Location of Exhibits:

The Adams County Fair Management reserves the right to relocate or cancel any exhibit or display that it determines is not in the best interest of the Fair.

7. Motorized Vehicles:

No vehicles are allowed to travel on the Fairgrounds at any time during the Adams County Fair operational hours. During set up, tear down and resupply times in the morning anyone driving any type of motorized vehicle onto the fairgrounds must drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 mile per hour at all times.

The use of any self or motor-powered vehicle such as ATV's (4-wheelers), bicycles, scooters, skateboards, roller blades or other skates is not permitted. Exceptions are made for the mobility impaired, carnival owners and their authorized agents, approved event staff and police/emergency personnel.

8. Vehicle Display:

Displayed vehicles and equipment having gasoline or any other flammable fuel reservoirs shall be emptied, fuel caps shall be sealed and taped, and batteries or other electrical sources shall be disconnected. Such vehicles and equipment shall be subject to inspection by the Fire Marshall at any time.

9. Propane Tanks:

Propane tanks must have a permit tag form the Brighton Fire Protection District.

10. Exhibitor Conduct and Booth Space Appearance:

Exhibitor shall conduct the operation of the exhibit, display or concession in a quiet and orderly manner at all times and shall keep the booth space display area neat and clean. Exhibitor is responsible for the appearance, maintenance and attractive condition of the booth space. Exhibitor is required to keep clean at all times the 5' space immediately surrounding the booth space. Exhibitor is responsible for the proper disposal of all waste products. All refuse must be secured in plastic bags before depositing in the designated trash containers. Violation of this paragraph may result in the loss of booth space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental fee will be authorized under such circumstances.

- a. Exhibitor should make provisions to protect their display from sun, wind and inclement weather and acknowledges there is possibility of severe wind and weather during the Fair.
- b. Exhibitor must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.
- c. Tents should be made with a durable, fire resistant material; no tarps are permitted at the Adams County Fair. All tents over 10 x 10 must be approved by Greater Brighton Fire Protection District.
- d. Sidewalk areas around the booth and aisles must be kept open at all times. No products can be displayed in these areas.
- e. Exhibitor's staff should be neat, clean and attentive to customers.
- f. If an item is not related to the booth theme, does not enhance the appearance of the space, or is not for sale, it should not be in view of the public. Cardboard boxes, storage containers, novels, and miscellaneous sundries should be part of the "backstage" area.
- g. Exhibitor shall maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. Exhibitor shall keep the premises and every part in a clean and wholesome condition free of any objectionable noises, odors or nuisances.
- h. Exhibitor is responsible for cleaning his/her own booth space area at the end of each day. Exhibitor is required to place all trash in trash receptacles. County clean-up personnel will not enter the booth space area.

11. Sound Devices:

Exhibitors shall obtain permission from Fair Management for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that said use will not interfere with any other displays or exhibit.

The Fair Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

12. Promotional Items:

Promotional items may be distributed only from designated booth spaces. No food, beverage or alcoholic beverages may be given away without prior approval from the Adams County Fair and Tri County Health Department.

The Adams County Fair does not have nor will it provide special accommodation for refrigerated products being displayed or sold by any exhibitor.

13. Set-Up:

Exhibitor check-in is on Tuesday, August 4th from 9:00am to 5:00pm. Exhibitor must check in on Tuesday to receive their parking pass and information packet. Exhibitors do not need to set up at this time, but booths will be available for set up.

Exhibitor agrees to have their exhibit or display in place prior to the opening of the Fair, and fully operational by 4:00pm, August 5th. If exhibitor has not moved in and completed set up by 4:00pm, Adams County reserves the right to resell the booth space. No monies shall be refunded for no shows.

14. Tear Down:

All indoor booth spaces must remain intact and operational until 10:00pm on Sunday, August 8th. All outdoor booth spaces must remain intact and operational until 12:00am on Sunday, August 8th. Early teardown will result in denial of future participation in the Adams County Fair. Due to the consistent heavy flow of traffic on Sunday, tear down will be Monday, August 9th at 8:00am.

Exhibitors located in outdoor booths are not permitted to drive vehicles into the midway due to the heavy flow of patrons. Only foot traffic will be permitted.

15. Changes or Alterations:

This contract contains the entire agreement between the parties related to the rental and operation of a booth at the Adams County Fair. There will be no change, alteration, variation or deviation from the terms of this contract unless the same is made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future that is not incorporated herein shall have any binding force or effect on this agreement.

16. Force Majeure:

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood earth quakes, or other acts of God.

17. Electrical Cords:

- a. All equipment, regardless of source of power, must comply with all national, state, and local safety codes.
- b. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.
- c. Cords shall be plugged directly into approved receptacle.
- d. Do not overload extension cords or use octopus fixtures.
- e. Please do not repair damaged cords with tape, replace them.
- f. The Adams County Fair shall not be responsible for any electrical power surges or any loss of business due to outages.

18. Exclusivity:

The Fair strives to maintain a balance of exhibitors and will not grant exclusive product sales to any exhibitor.

19. Servicing:

All vehicles must be removed from the immediate exhibit area by 2:00pm on Wednesday, August 5th, and by 9:00am every other day.

20. Sales Tax:

All exhibitors are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Department of Revenue Office at 303-238-7378 or www.colorado.gov

21. Indoor Exhibits:

No sign, partition, apparatus, equipment or furnishings may extend more than 10 feet above the floor in an exhibit space without permission of the Fair Management. No pins or tacks are permitted in drapes, walls, posts, etc. No nails or screws shall be placed into the floor.

22. Aisles:

All aisles shall be kept clean of debris. No interviews, demonstrations, distribution of literature or similar activity shall be permitted outside the exhibit space.

23. Alterations:

All structures work or alterations shall be inspected and approved by the Fair Management. All construction materials used shall comply with existing fire codes or regulations. All flammable materials such as bunting, drapes, etc., shall be fire proofed. All cloth over one square yard unless it is a display product, shall be fire proofed. No crepe paper is permitted.

24. Special Carpentry:

Any special carpentry, gas, steam water or drainage connections shall be installed at the exhibitor's expense with prior approval of Fair Management. Exhibitor is responsible for obtaining all necessary permits.

25. Hours of operation:

Booth(s) must be staffed during all open operation hours of the Fair. Exhibitors with unattended booths will automatically forfeit their right to return in future years. The below hours apply to all exhibitors.

Indoor Booths: Wednesday, August 4th 4:00pm to 9:00pm	Outdoor Booths: Wednesday, August 4th 4:00pm to 11:00pm
Thursday, August 5th 10:00am to 9:00pm	Thursday, August 5th 4:00pm to 12:00am
Friday, August 6th 10:00am to 10:00pm	Friday, August 6th 10:00am to 12:00am
Saturday, August 7th 10:00am to 10:00pm	Saturday, August 7th 12:00pm to 12:00am
Sunday, August 8th 10:00am to 10:00pm	Sunday, August 8th 12:00pm to 12:00am

26. Parking Permits:

Due to limited parking in the exhibitor parking area (located on the east side of the Exhibit hall) only one (1) parking pass will be issued per 10x10 space.

Additional parking passes may be purchased for \$25.00 each and will be admitted to the general parking area (lots A & F). The Adams County Fair will not be responsible for admitting Exhibitor or members of their staff through the gate without a pass. Passes will not be replaced if lost or stolen. All vehicles must be parked in the designated exhibitor lot (E) or the general lots (A or F). Vehicles parked in fire lanes, or non-designated lots will be towed.

27. Insurance:

Exhibitors are required to have a Certificate of Insurance showing a one-million-dollar Comprehensive General Liability policy. The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County must be named as an additional insured.

28. Indemnification and Release of Liability:

Exhibitors shall indemnify and hold the Adams County Fair, Adams County and their respective officers, employees, agents, volunteers and subsidiaries harmless from any and all claims, liabilities, or other damages of any nature whatsoever, including costs, and attorney's fees, relating to the performance of this agreement.

29. Freight:

The Adams County Fair does not provide storage for exhibitors. Please arrange for any storage needs through local shipping companies. If exhibitor sends a package to the Adams County Fair, mail and shipping deliveries are made to the Adams County Parks Office located at the entrance of the fairgrounds and will not be delivered to exhibitor. The Parks Office hours are Wednesday through Sunday, 8:00 am to 7:30 pm The County does not assume any responsibility or liability for any packages or shipments. The Adams County Fair will not accept COD packages.

30. Smoking:

Smoking is not permitted in any building at the Adams County Regional Park, in the livestock barns, or grandstand arena.

31. Security:

The County will make every effort to provide adequate building and grounds security during the Adams County Fair. The County, however, cannot be held responsible for any loss or damage or for injury resulting from any cause. Exhibitor must make provisions for the safe guarding of their displays and are urged to insure themselves properly against property loss, damage and against the liability for personal injury. Exhibitors must secure their own property.

32. Lost and Found:

Lost and found is located at the Parks Office at the front of the fairgrounds.

33. Amplified Music:

Part of the events planned includes a free stage in the midway area. Please be advised that bands will be performing daily with amplified music on this stage.

34. Independent Contractors:

Contractor shall undertake and perform the services of this agreement as an independent contractor and is solely responsible for obtaining and maintaining adequate Worker's Compensation Insurance, personal injury and property insurance, and that all personnel employed by Contractor are not and shall not be employees, agents or servants in the County. <u>Pursuant to the Workers' Compensation Act, § 8-40-202(2)</u> (b) (IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this agreement.

35. Compliance with C.R.S. § 8-17.5-101, ET. SEQ:

Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, ET. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference

36. Compliance with Laws and Required Conduct:

Exhibitor must abide by all local, state, & federal laws, rules and regulations at all times during the course of this agreement. Failure to comply with the terms of this agreement or any misconduct including harassment or mistreatment by any exhibitor of the Health Department Officials, Adams County Fair Staff, Adams County Sherriff's Office Staff, attendees or fellow exhibitors may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

I HAVE READ AND AGREE TO THE RULES AND REGULATIONS SET FORTH IN THIS AGREEMENT

Exhibitor Signature	Date

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *ET. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. Seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:	
Company	-
Name	-
Title	-
Signature	Date

Note: Registration for the E-Verify Program can be completed at https://www.vis-dhs.com/employerregistration. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



ENTERTAINMENT AGREEMENT ADAMS COUNTY FAIR

August 4-8, 2021

9755 Henderson Road, Brighton CO 80601

www.adamscountyfair.com

Phone 303.637.8027

This P	Agreement	is ei	ntered	into this		day of	£		_, 202_, by	and betv	veen	the I	Board of	County
Comm	issioners	of	the	County	of	Adams,	State	of	Colorado,	hereinat	ter	the	"County	y" and
							hereinaf	ter th	ne "Contract	or", consi	sting	g of _	mer	nbers.
	d in consideration					_	ents, and	d con	ditions here	inafter se	t for	th, the	: County	and the
1.	Brighton,	Colo	orado	80601 on	the	of _			County Fa , rt 30 minute	at a.m. /p	.m.	The p	erforman	-
2.			•	1 .					referenced p	erforman	ce, tl	he sur	n of	
3.	If, for any set forth a			_		J //			or does not j	erform a	the	Adan	ıs County	y Fair as

5. Contractor shall indemnify, hold harmless and defend the County, its officers, agents and employees for, from and against all losses, claims and liabilities arising from the performance of this agreement.

4. Contractor agrees to comply with all ordinances, rules and regulations of the County and all statues of the

State of Colorado and other applicable laws.

- 6. In providing services under this agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant or subcontractor of the Contractor shall be deemed to be an employee, agent of servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act 8-40-202(2)(b)(IV). as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.
- 7. Each party acknowledges that this agreement cannot be assigned or transferred without the written consent of both parties to this agreement.
- 8. Each party hereto acknowledges that this agreement is entered into within the State of Colorado and that the courts of the County of Adams, State of Colorado, shall have jurisdiction and venue, over any and all claims, controversies, disputes and disagreements arising out of this agreement of the breech thereof.

Each party represents and warrants that each has the power and abilit grant the rights granted herein, and to perform the duties and obligation	
10. If, for any cause, Contractor shall fail to fulfill, in a timely and proper agreement of if contractor shall violate any of the covenants, agreement the County shall thereupon have the right to terminate this agreement in notice.	s or stipulations of the agreement,
11. Number of parking passes allocated ().	
12. Force Majeure: Neither party shall be liable for any delay or failure to perform its oblig such delay or failure is caused by a force or event beyond the control limitation, war, embargoes, strikes, governmental restrictions, riots, fire of God.	of such party including, without
13. Contractor shall comply with all requirements outlined in the attached de C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Complia of this agreement, and said documents are fully incorporated into this aby this reference.	ance" at all times during the course
BOARD OF COUNTY COMMISSIONERS	
By: Casandra Vossler Fair & Special Events Manager 9755 Henderson Road Brighton, CO 80601	
CONTRACTOR:	
Please Print	
By:	
Address:	
Phone:	
Social Security Number:	
Federal Tax ID Number:	
Subscribed and sworn to or affirmed before me this day of	, 202_ in the
County of, State of	·

Signature of Notary or other Qualified Officer				
My Commission Expires:				
COMPLIANCE WITH C.R.S.	§ 8-17.5-101, E	ET. SEQ. AS	AMENDED	5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:	
Company Name	Date
Name (Print or Type)	_
Signature	-
Title	_

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com/employerregistration. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020
SUBJECT: Abatement Hearings held on August 28, 2020
FROM: Meredith P. Van Horn, Assistant Adams County Attorney
AGENCY/DEPARTMENT: County Attorney
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the recommendations of the August 28, 2020, Abatement Hearing Officers.

BACKGROUND:

On August 28, 2020, the Abatement Hearing officers convened to conduct real property and personal property tax abatement hearings for abatement petitions received concerning tax years 2018 and 2019. The summary findings and recommendations of the Hearing Officer are attached hereto for approval and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Assessor's Office

ATTACHED DOCUMENTS:

Resolution

Summary Findings and Recommendations of the Abatement Hearing Officer

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:

Please check if there is no fiscal impact \boxtimes . If there is fisc section below.	cal impact, pl	ease fully com	plete the
Fund:			
Cost Center:			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	•	=	
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:		-	
New FTEs requested: YES NO			
Future Amendment Needed: YES NO			
Additional Note:			

Revised 06/2016 Page 2 of 2

RESOLUTION ADOPTING HEARING OFFICER'S RECOMMENDATIONS FOR DECISION REGARDING PROPERTY TAX ABATEMENT PETITIONS

WHEREAS, pursuant to C.R.S. § 39-1-113 (1) and (1.7), the Adams County Board of County Commissioners is to hold hearings and make decisions on petitions for property tax abatement; and,

WHEREAS, Hearing Officers duly appointed by the Adams County Board of County Commissioners in compliance with C.R.S. § 39-1-113(1) conducted property tax abatement hearings on August 28, 2020; and,

WHEREAS, the Hearing Officers have made findings and prepared recommendations to the Board of County Commissioners for consideration and final decision; and,

WHEREAS, those findings and recommendations are attached hereto as Exhibit A and are incorporated by reference as though fully set forth.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the decisions set forth in the abatement hearing summary attached hereto as Exhibit A are hereby adopted and confirmed.

BE IT FURTHER RESOLVED, that letters of decisions be mailed to the petitioners or their designated agent.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020		
SUBJECT: Resolution approving Right-of-Way Agreement between Adams County and Temptee Brand		
Steaks, Inc. and Kuettel + 2 LLC, for property necessary for the East 58th Avenue Improvements Project –		
East 58th Avenue from Clarkson Street to York Street		
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 the acquisition of property needed for road right-of-way.		

BACKGROUND: Adams County is in the process of acquiring right-of-way and temporary construction easements along East 58th Avenue for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street, that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and Temptee Brand Steaks, Inc. and Kuettel + 2 LLC, for acquisition of road right-of-way for \$4,800.00. 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

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fisc section below.	cal impact, plo	ease fully com	plete the
Fund: 13			
Cost Center: 3056			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562001	\$10,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$10,000,000
	•		
New FTEs requested: YES NO			

⊠ NO

YES

Additional Note:

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND TEMPTEE BRAND STEAKS, INC. AND KUETTEL + 2 LLC, FOR PROPERTY NECESSARY FOR THE EAST 58TH AVENUE IMPROVEMENTS PROJECT – EAST 58TH AVENUE FROM CLARKSON STREET TO YORK STREET

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

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

WHEREAS, this right-of-way acquisition is a portion of 2001 East 58th Avenue located in the Southeast Quarter of Section 11, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Temptee Brand Steaks, Inc. and Kuettel + 2 LLC, ("Parcel 22"); and,

WHEREAS, Adams County requires ownership of Parcel 22 for construction of street improvements related to the Project; and,

WHEREAS, Temptee Brand Steaks, Inc. and Kuettel + 2 LLC, are willing to sell Parcel 22 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Temptee Brand Steaks, Inc. and Kuettel + 2 LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

RIGHT-OF-WAY AGREEMENT

This Agreement is made and entered into by and between **Temptee Brand Steaks Inc.**, a Colorado Corporation as to an undivided ½ interest whose address is 2011 East 58th Avenue Denver, CO 80216 and Kuettel + 2 LLC, a Colorado limited liability company as to an undivided ½ interest, whose address is 2001 East 58th Avenue Denver, CO 80216 ("Owners"), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at 1150 East 58th Avenue, Denver, CO 80216, hereinafter (the "Property") for the 58th Avenue Widening Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owners and the County for the acquisition of the Property interests described herein is **FOUR THOUSAND EIGHT HUNDRED 00/100'S DOLLARS** (\$4,800.00) 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 \$3,300.00 for the conveyance of road right-of-way and \$1,485.00 for the temporary construction easement. This consideration has been agreed upon and between the parties as the total just compensation due to the Owners and the consideration shall be given and accepted in full satisfaction of this Agreement. Furthermore, the Owners agree the compensation will be divided evenly as to the undivided ½ interests.

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

- 1. The Owners hereby warrants that the Owners are the sole Owners of the Property, that the Owners own the Property in fee simple subject only to matters of record and that the Owners have the power to enter into this Agreement.
- 2. The Owners agree 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. Owners hereby irrevocably grant 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 Owners 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 Owners and/or their agent.

- 5. The Owners have entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.
- 6. If the Owners fail 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 Owners for specific performance.
- 7. This Agreement contains all agreements, understandings and promises between the Owners and the County, relating to the Project and shall be deemed a contract binding upon the Owners and County and extending to the successors, heirs and assigns.
- 8. Owners 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.
- 9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner: TEMPTEE BRAND STEAKS INC., A COLORADO CORPORATION

By:

Date: 6-19-2020

Owner:

KEUTTEL +2-LLC, A COLORADO LIMITED LIABILITY COMPANY

As: Ound

Date: July 8 Zezo

Approved:	
BOARD OF COUNTY COMMISSIONI	ERS-COUNTY OF ADAMS, STATE OF COLORADO
Chair	Date
Approved as to Form:	
County Attorney	



Engineers/Surveyors

Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

Drexel, Barrell & Co.

JULY 19, 2019

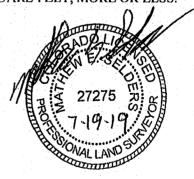
LEGAL DESCRIPTION PARCEL RW-22 RIGHT-OF-WAY DEDICATION

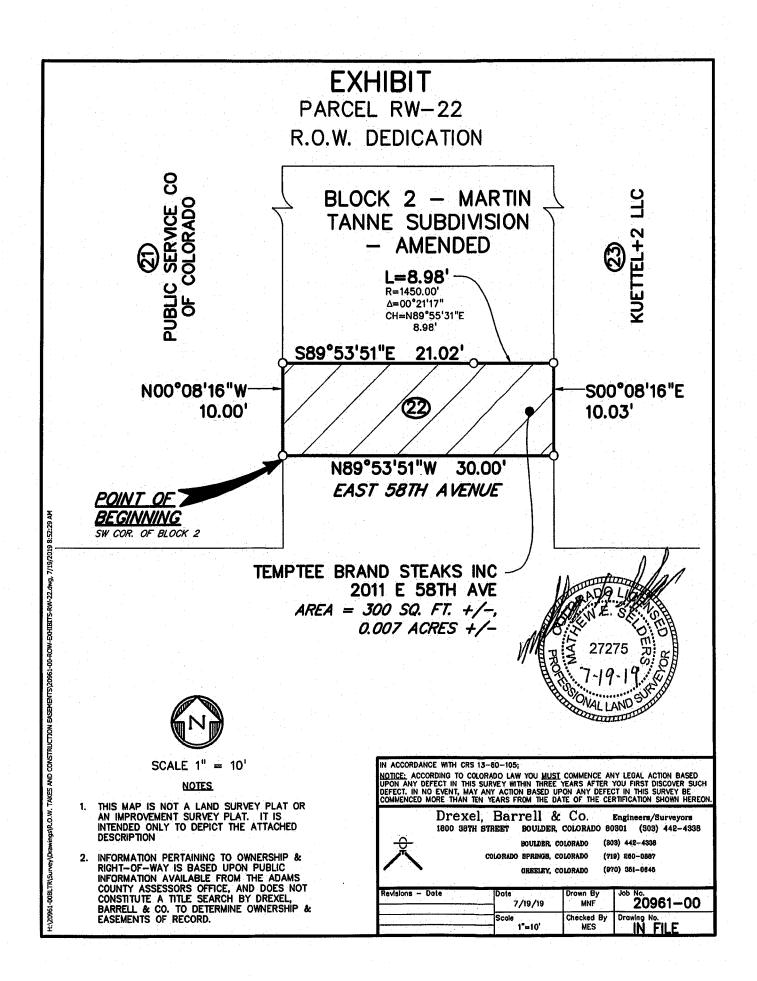
A TRACT OF LAND BEING A PORTION OF BLOCK 2, MARTIN TANNE SUBDIVISION - AMENDED, RECORDED AT RECEPTION NO. B544280, LOCATED IN THE SEI/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 2, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N00°08'16"W, 10.00 FEET ALONG THE WESTERLY LINE OF SAID BLOCK 2; THENCE S89°53'51"E, 21.02 FEET; THENCE EASTERLY 8.98 FEET ALONG A CURVE CONCAVE TO THE NORTH, THE ARC OF SAID CURVE HAVING A RADIUS OF 1450.00 FEET, A CENTRAL ANGLE OF 00°21'17" AND BEING SUBTENDED BY A CHORD THAT BEARS N89°55'31"E, 8.98 FEET TO THE EASTERLY LINE OF SAID BLOCK 2; THENCE S00°08'16"E, 10.03 FEET ALONG SAID EASTERLY LINE OF BLOCK 2 TO SAID NORTHERLY LINE OF EAST 58TH AVENUE, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID BLOCK 2; THENCE N89°53'51"W, 30.00 FEET ALONG SAID NORTHERLY LINE OF EAST 58TH AVENUE AND ALONG SAID SOUTHERLY LINE OF BLOCK 2 TO THE POINT OF BEGINNING.

CONTAINING 0.007 ACRES OR 300 SQUARE FEET, MORE OR LESS.

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







Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

Drexel, Barrell & Co.

JULY 19, 2019

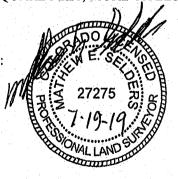
LEGAL DESCRIPTION PARCEL TCE-22 TEMPORARY CONSTRUCTION EASEMENT

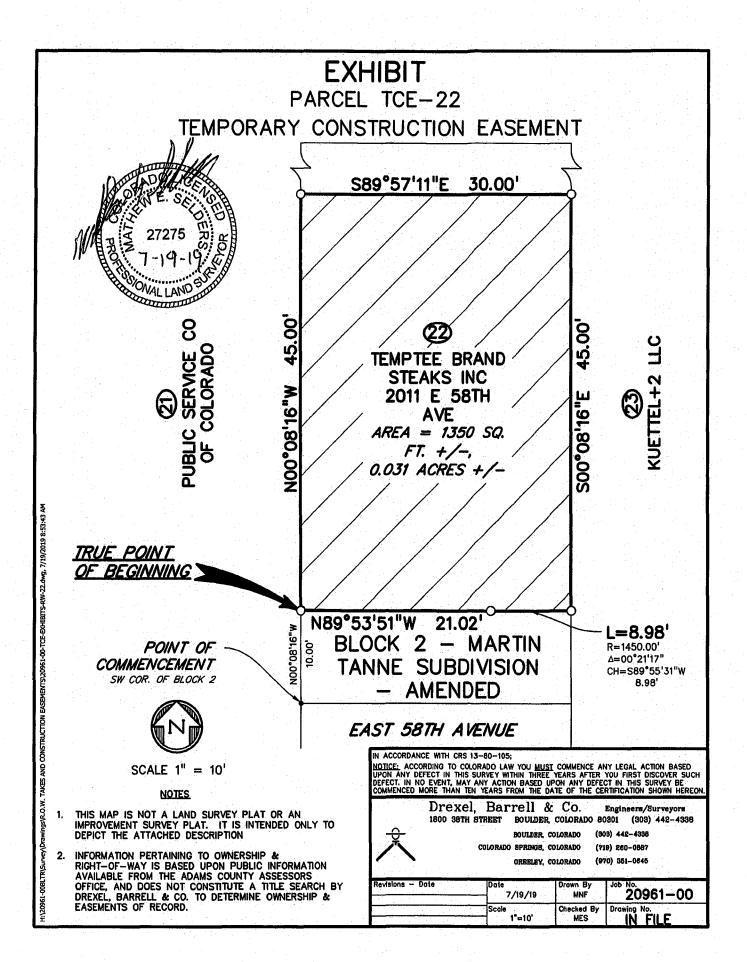
A TRACT OF LAND BEING A PORTION OF BLOCK 2, MARTIN TANNE SUBDIVISION - AMENDED, RECORDED AT RECEPTION NO. B544280, LOCATED IN THE SE1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 2, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N00°08'16"W, 10.00 FEET ALONG THE WESTERLY LINE OF SAID BLOCK 2 TO THE TRUE POINT OF BEGINNING;

THENCE N00°08'16"W, 45.00 FEET ALONG SAID WESTERLY LINE OF BLOCK 2; THENCE S89°57'11"E, 30.00 FEET TO THE EASTERLY LINE OF SAID BLOCK 2; THENCE S00°08'16"E, 45.00 FEET ALONG SAID EASTERLY LINE OF BLOCK 2; THENCE WESTERLY 8.98 FEET ALONG A CURVE CONCAVE TO THE NORTH, THE ARC OF SAID CURVE HAVING A RADIUS OF 1450.00 FEET, A CENTRAL ANGLE OF 00°21'17" AND BEING SUBTENDED BY A CHORD THAT BEARS S89°55'31"W, 8.98 FEET; THENCE N89°53'51"W, 21.02 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.031 ACRES OR 1350 SQUARE FEET, MORE OR LESS.







PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020
SUBJECT: Resolution approving Right-of-Way Agreement between Adams County and Kuettel + 2 LLC,
for property necessary for the East 58 th Avenue Improvements Project – East 58 th Avenue from Clarkson
Street to York Street
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 the acquisition of property needed for road right-of-way.

BACKGROUND: Adams County is in the process of acquiring right-of-way and temporary construction easements along East 58th Avenue for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street, that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and Kuettel + 2 LLC, for acquisition of road right-of-way for \$49,760.00. 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

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fisc section below.	cal impact, plo	ease fully com	plete the
Fund: 13			
Cost Center: 3056			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562001	\$10,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$10,000,000
	•		
New FTEs requested: YES NO			

⊠ NO

YES

Additional Note:

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND KUETTEL + 2 LLC, FOR PROPERTY NECESSARY FOR THE EAST 58TH AVENUE IMPROVEMENTS PROJECT – EAST 58TH AVENUE FROM CLARKSON STREET TO YORK STREET

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

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

WHEREAS, this right-of-way acquisition is a portion of 5590 High Street located in the Southeast Quarter of Section 11, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Kuettel + 2 LLC, ("Parcel 23"); and,

WHEREAS, Adams County requires ownership of Parcel 23 for construction of the street improvements; and,

WHEREAS, Kuettel + 2 LLC, is willing to sell Parcel 23 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Kuettel + 2 LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

RIGHT-OF-WAY AGREEMENT

This Agreement is made and entered into by and between **Kuettel +2 LLC**, a Colorado limited liability company, whose address is 2001 East 58th Avenue, Denver, CO 80216 ("Owner"), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at 5590 High Street, Denver, CO 80216, hereinafter (the "Property") for the 58th Avenue Widening Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FORTY NINE THOUSAND SEVEN HUNDRED SIXTY 00/100'S DOLLARS (\$49,760.00)** 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 \$47,100.00 for the conveyance of road right-of-way, \$2,660.00 for the temporary construction easement. 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 promises 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 Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.

- 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.
- This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
- Owner shall be responsible for reporting proceeds of the sale to taxing authorities, 8.

including th	ne submittal of Form 1099-S with t	he Internal Revenue Service, if applicable.
9. governed ac	This Agreement has been entecording to the laws thereof.	ered into in the State of Colorado and shall be
Owner:	KEUTTEL +2 LLe, A COLO	DRADO LIMITED LIABILITY COMPANY
Ву: /е	Hun Al	
As: Ou		
Date: 7	0592-8-	
Approved:		
BOARD O	F COUNTY COMMISSIONERS-C	COUNTY OF ADAMS, STATE OF COLORADO
Chair		Date
Approved a	s to Form:	
County Atto	orney	



Drexel, Barrell & Co.

JULY 31, 2019

Engineers/Surveyors

Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

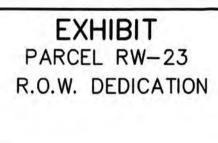
LEGAL DESCRIPTION PARCEL RW-23 RIGHT-OF-WAY DEDICATION

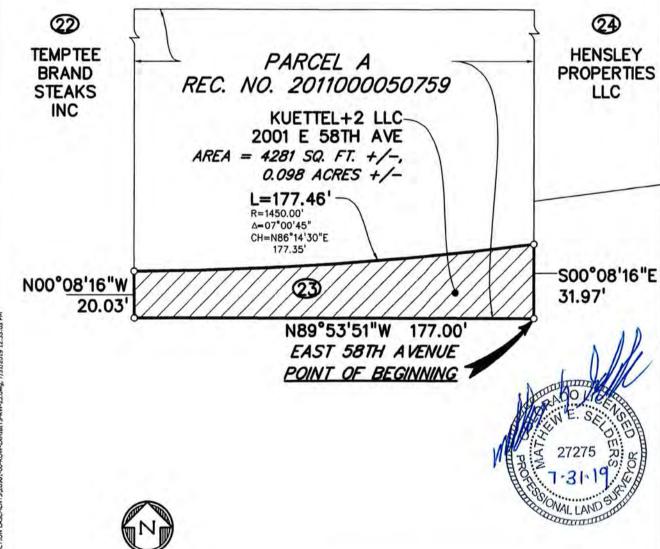
A TRACT OF LAND BEING A PORTION OF PARCEL A, AS DESCRIBED AT RECEPTION NO. 2011000050759 IN THE ADAMS COUNTY RECORDS, LOCATED IN THE SE1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL A, AS DESCRIBED AT RECEPTION NO. 2011000050759, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N89°53'51"W, 177.00 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL A AND ALONG SAID NORTHERLY LINE OF EAST 58TH AVENUE TO THE SOUTHWEST CORNER OF SAID PARCEL A; THENCE N00°08'16"W, 20.03 FEET ALONG THE WESTERLY LINE OF SAID PARCEL A; THENCE EASTERLY 177.46 FEET ALONG A CURVE CONCAVE TO THE NORTH, THE ARC OF SAID CURVE HAVING A RADIUS OF 1450.00 FEET, A CENTRAL ANGLE OF 07°00'45" AND BEING SUBTENDED BY A CHORD THAT BEARS N86°14'30"E, 177.35 FEET TO THE EASTERLY LINE OF SAID PARCEL A; THENCE S00°08'16"E, 31.97 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

CONTAINING 0.098 ACRES OR 4281 SQUARE FEET, MORE OR LESS.









SCALE 1" = 40'

NOTES

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- INFORMATION PERTAINING TO OWNERSHIP & RIGHT-OF-WAY IS BASED UPON PUBLIC INFORMATION AVAILABLE FROM THE ADAMS COUNTY ASSESSORS OFFICE, AND DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP & EASEMENTS OF RECORD.

N ACCORDANCE WITH CRS 13-80-105;

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

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



BOULDER, COLORADO (303) 442-4338 COLORADO SPRINGS, COLORADO (719) 260-0887

> GREELEY, COLORADO (970) 351-0645

Revisions - Date	7/24/19	Drawn By MNF	20961-00
	Scole	Checked By Drawing No.	
	1"=40"	MES	IN FILE



Drexel, Barrell & Co.

JULY 31, 2019

Engineers/Surveyors

Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

LEGAL DESCRIPTION PARCEL TCE-23A TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING A PORTION OF PARCEL A, AS DESCRIBED AT RECEPTION NO. 2011000050759 IN THE ADAMS COUNTY RECORDS, LOCATED IN THE SE1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL A, AS DESCRIBED AT RECEPTION NO. 2011000050759, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N00°08'16"W, 20.03 FEET ALONG THE WESTERLY LINE OF SAID PARCEL A TO THE TRUE POINT OF BEGINNING;

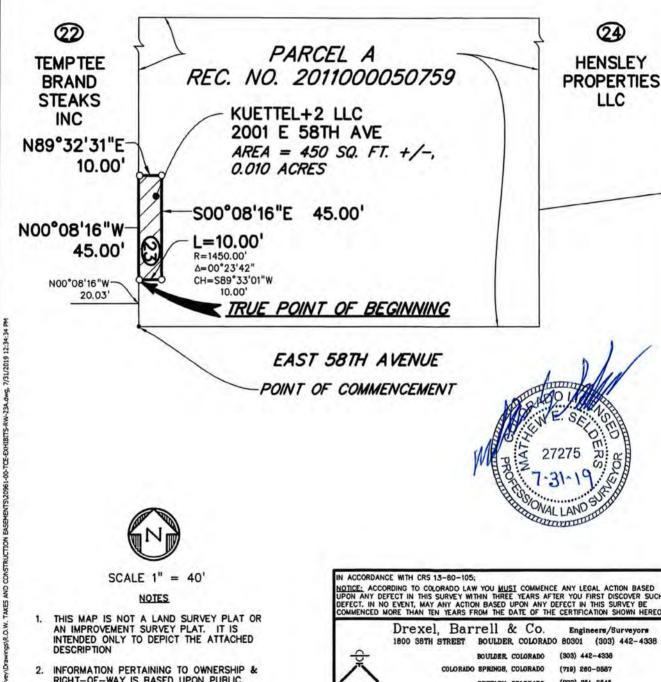
THENCE N00°08'16"W, 45.00 FEET ALONG SAID WESTERLY LINE OF PARCEL A; THENCE N89°32'31"E, 10.00 FEET; THENCE S00°08'16"E, 45.00 FEET; THENCE WESTERLY 10.00 FEET ALONG A CURVE CONCAVE TO THE NORTH, THE ARC OF SAID CURVE HAVING A RADIUS OF 1450.00 FEET, A CENTRAL ANGLE OF 00°23'42" AND BEING SUBTENDED BY A CHORD THAT BEARS S89°33'01"W, 10.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 0.010 ACRES OR 450 SQUARE FEET, MORE OR LESS.





PARCEL TCE-23A TEMPORARY CONSTRUCTION EASEMENT







24)

LLC



SCALE 1" = 40'

NOTES

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- 2. INFORMATION PERTAINING TO OWNERSHIP & RIGHT-OF-WAY IS BASED UPON PUBLIC INFORMATION AVAILABLE FROM THE ADAMS COUNTY ASSESSORS OFFICE, AND DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP & EASEMENTS OF RECORD.

N ACCORDANCE WITH CRS 13-80-105:

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

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



BOULDER, COLORADO (303) 442-4338 COLORADO SPRINGS, COLORADO (719) 260-0887

> (970) 351-0846 CREELEY, COLORADO

Revisions - Date	Date 7/24/19	Drawn By MNF	³⁶⁵ No. 20961-00
	Scole 1"= 40'	Checked By MES	Drawing No.



Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

Drexel, Barrell & Co.

JULY 31, 2019

LEGAL DESCRIPTION PARCEL TCE-23B TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING A PORTION OF PARCEL A, AS DESCRIBED AT RECEPTION NO. 2011000050759 IN THE ADAMS COUNTY RECORDS, LOCATED IN THE SEI/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL A, AS DESCRIBED AT RECEPTION NO. 2011000050759 FROM WHENCE THE SOUTHWEST CORNER OF SAID PARCEL A BEARS N89°53'51"W, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N02°24'11"W, 31.84 FEET TO THE TRUE POINT OF BEGINNING;

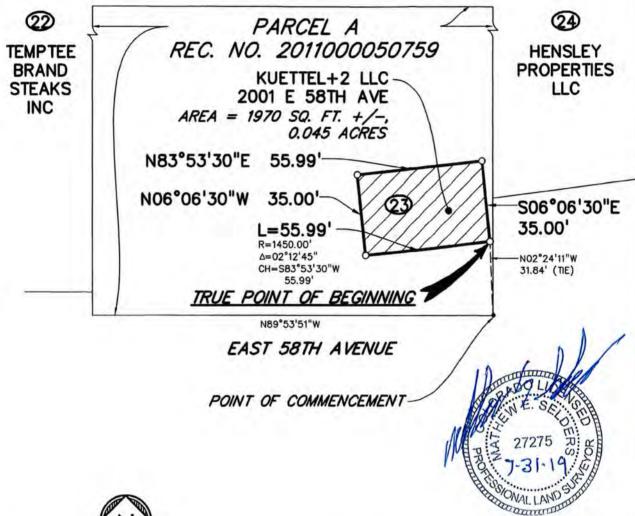
THENCE WESTERLY 55.99 FEET ALONG A CURVE CONCAVE TO THE NORTH, THE ARC OF SAID CURVE HAVING A RADIUS OF 1450.00 FEET, A CENTRAL ANGLE OF 02°12'45" AND BEING SUBTENDED BY A CHORD THAT BEARS S83°53'30"W, 55.99 FEET; THENCE N06°06'30"W, 35.00 FEET; THENCE N83°53'30"E, 55.99 FEET; THENCE S06°06'30"E, 35.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.045 ACRES OR 1970 SQUARE FEET, MORE OR LESS.



EXHIBIT

PARCEL TCE-23B TEMPORARY CONSTRUCTION EASEMENT





SCALE 1" = 40'

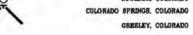
NOTES

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- 2. INFORMATION PERTAINING TO OWNERSHIP & RIGHT-OF-WAY IS BASED UPON PUBLIC INFORMATION AVAILABLE FROM THE ADAMS COUNTY ASSESSORS OFFICE, AND DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP & EASEMENTS OF RECORD.

N ACCORDANCE WITH CRS 13-80-105;

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

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



7/24/19 MNF

(719) 260-0887 (970) 351-0646

visions - Date 20961-00 Checked By 1"=40" MES IN FILE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020
SUBJECT: Resolution approving Right-of-Way Agreement between Adams County and Ready Mixed
Concrete Company, for property necessary for the East 58th Avenue Improvements Project – East 58th
Avenue from Clarkson Street to York Street
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 the acquisition of property needed for road right-of-way.

BACKGROUND: Adams County is in the process of acquiring right-of-way and temporary construction easements along East 58th Avenue for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street, that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and Ready Mixed Concrete Company, for acquisition of road right-of-way for \$293,000.00. 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

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fisc section below.	cal impact, ple	ease fully com	plete the
Fund: 13			
Cost Center: 3056			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562001	\$10,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$10,000,000
New FTEs requested: YES NO			

⊠ NO

YES

Additional Note:

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND READY MIXED CONCRETE COMPANY, FOR PROPERTY NECESSARY FOR THE EAST 58TH AVENUE IMPROVEMENTS PROJECT – EAST 58TH AVENUE FROM CLARKSON STREET TO YORK STREET

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

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

WHEREAS, this right-of-way acquisition is a portion of 1590 East 58th Avenue and 1570 East 58th Avenue located in the Southwest Quarter of Section 11, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Ready Mixed Concrete Company, ("Parcels 37, 38, & 39"); and,

WHEREAS, Adams County requires ownership of Parcels 37, 38, & 39 for construction of the street improvements related to the Project; and,

WHEREAS, Ready Mixed Concrete Company, is willing to sell Parcel 37, 38, & 39 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

RIGHT-OF-WAY AGREEMENT

This Agreement is made and entered into by and between **Ready Mixed Concrete Company**, a **Colorado company**, whose address is 5775 Franklin Street, Denver, Colorado 80216 ("Owner"), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at 1590 East 58th Avenue, Denver, Colorado 80216, and 1570 East 58th Avenue, Denver, Colorado 80216, hereinafter (the "Property") for the 58th Avenue Widening Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **TWO HUNDRED NINETY THREE THOUSAND AND NO/100'S DOLLARS (\$293,000.00)** 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 \$276,000 for the conveyance of road right-of-way, \$6,000 for the removal of 5,193 sf of asphalt paving and 41 sf of concrete paving, and \$11,000 for the temporary construction easements. 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 promises 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 Owner agrees to pay all 2019 taxes due in 2020 prior to tender by the County.
- 5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

- The County will remove approximately 5,193 square feet of asphalt paving and 41 feet of concrete paving. But the County has agreed to reimburse the owner the expense of the lost materials and made a part of this Agreement.
- The Owner has entered into this Agreement acknowledging that the County has 7. the power of eminent domain and requires the Property for a public purpose.
- If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 9. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
- 10. 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.
- e

11. This Agreement has governed according to the laws there	been entered into in the State of Colorado and shall tof.
By: Print Name Title: President + 150 Date: 7-6-2020	Impany, a Colorado corporation
Approved: BOARD OF COUNTY COMMISSION	ONERS-COUNTY OF ADAMS, STATE OF COLORADO
Chair	Date
Approved as to Form:	
County Attorney	



Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

Drexel, Barrell & Co.

JULY 12, 2019

LEGAL DESCRIPTION PARCEL RW-37 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2015000007011 IN THE ADAMS COUNTY RECORDS, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

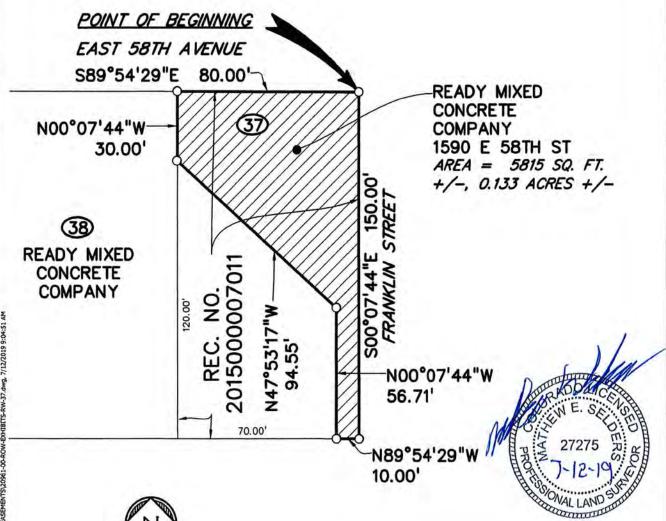
BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. 2015000007011, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF EAST 58TH AVENUE AND THE WESTERLY LINE OF FRANKLIN STREET, THENCE S00°07'44"E, 150.00 FEET ALONG THE EASTERLY LINE OF SAID TRACT OF LAND AND ALONG SAID WESTERLY LINE OF FRANKLIN STREET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE N89°54'29"W, 10.00 FEET ALONG THE SOUTHERLY LINE OF SAID TRACT OF LAND; THENCE N00°07'44"W, 56.71 FEET; THENCE N47°53'17"W, 94.55 FEET TO THE WESTERLY LINE OF SAID TRACT OF LAND: THENCE N00°07'44"W. 30.00 FEET ALONG SAID WESTERLY LINE TO THE NORTHWEST CORNER OF SAID TRACT OF LAND, SAID POINT ALSO BEING ON SAID SOUTHERLY LINE OF EAST 58TH AVENUE; THENCE S89°54'29"E, 80.00 FEET ALONG THE NORTHERLY LINE OF SAID TRACT OF LAND AND ALONG SAID SOUTHERLY LINE OF EAST 58TH AVENUE TO THE POINT OF BEGINNING.

CONTAINING 0.133 ACRES OR 5815 SQUARE FEET, MORE OR LESS.

THE PARTY OF THE P

EXHIBIT

PARCEL RW-37 R.O.W. DEDICATION





SCALE 1" = 40'

NOTES

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N ACCORDANCE WITH CRS 13-80-105;

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

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



BOULDER, COLORADO (303) 442-4338
COLORADO SPRINGS, COLORADO (719) 260-0887

GREELEY, COLORADO (970) 351-0645



Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

Drexel, Barrell & Co.

JULY 12, 2019

LEGAL DESCRIPTION PARCEL RW-38 RIGHT-OF-WAY DEDICATION

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CONTAINING 0.055 ACRES OR 2400 SQUARE FEET, MORE OR LESS.

EXHIBIT PARCEL RW-38 R.O.W. DEDICATION





SCALE 1" = 20'

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(970) 351-0845 GREELEY, COLORADO

Revisions - Date	Dote 7/5/19	Drown By MNF	20961-00
	Scale 1"=20'	Checked By MES	Drawing No.



Drexel, Barrell & Co.

JULY 12, 2019

Engineers/Surveyors

Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

LEGAL DESCRIPTION PARCEL RW-39 RIGHT-OF-WAY DEDICATION

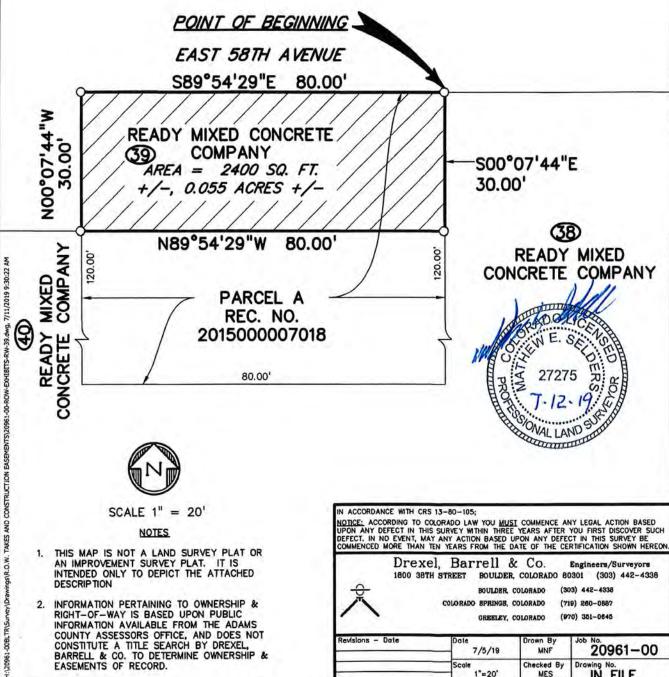
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CONTAINING 0.055 ACRES OR 2400 SQUARE FEET, MORE OR LESS.



EXHIBIT PARCEL RW-39 R.O.W. DEDICATION





SCALE 1" = 20'

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BOULDER, COLORADO (303) 442-4338 COLORADO SPRINGS, COLORADO (719) 260-0887

> (970) 351-0645 GREELEY, COLORADO

Revisions - Date	Date 7/5/19	Drown By MNF	^{Job} No. 20961-00
	Scole 1"=20'	Checked By MES	Drawing No. IN FILE



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Drexel, Barrell & Co.

JULY 12, 2019

LEGAL DESCRIPTION PARCEL TCE-37 TEMPORARY CONSTRUCTION EASEMENT

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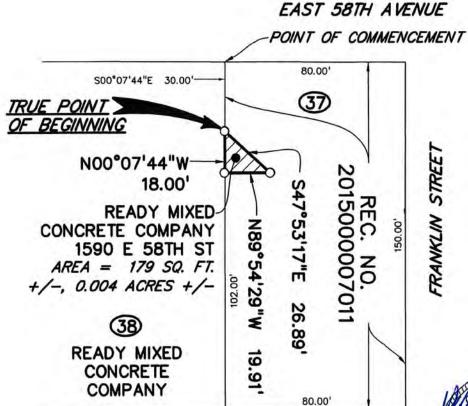
THENCE S47°53'17"E, 26.89 FEET; THENCE N89°54'29"W, 19.91 FEET TO SAID WESTERLY LINE; THENCE N00°07'44"W, 18.00 FEET ALONG SAID WESTERLY LINE TO THE **TRUE POINT OF BEGINNING.**

Throng I

CONTAINING 0.004 ACRES OR 179 SQUARE FEET, MORE OR LESS.

EXHIBIT

PARCEL TCE-37 TEMPORARY CONSTRUCTION EASEMENT







SCALE 1" = 40'

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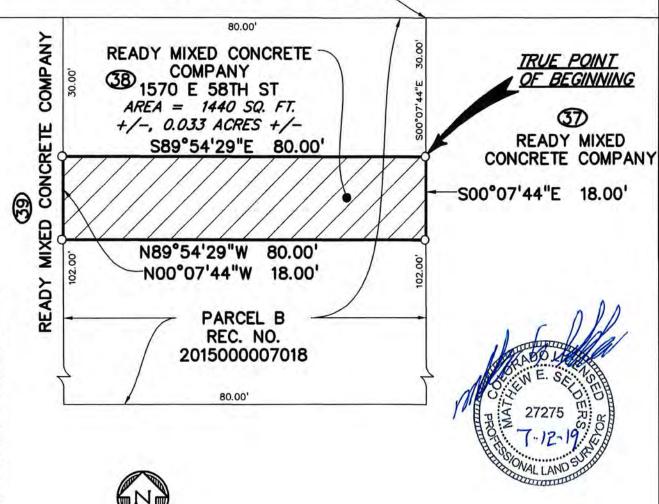
CONTAINING 0.033 ACRES OR 1440 SQUARE FEET, MORE OR LESS.



EXHIBIT

PARCEL TCE-38 TEMPORARY CONSTRUCTION EASEMENT

EAST 58TH AVENUE POINT OF COMMENCEMENT -





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SCALE 1" = 20'

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

Revisions - Date Date 7/5/19	Drawn By MNF	20961-00	
	Scale 1"=20'	Checked By MES	Drawing No.



Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

Drexel, Barrell & Co.

APRIL 1, 2020

LEGAL DESCRIPTION PARCEL TCE-39 TEMPORARY CONSTRUCTION EASEMENT

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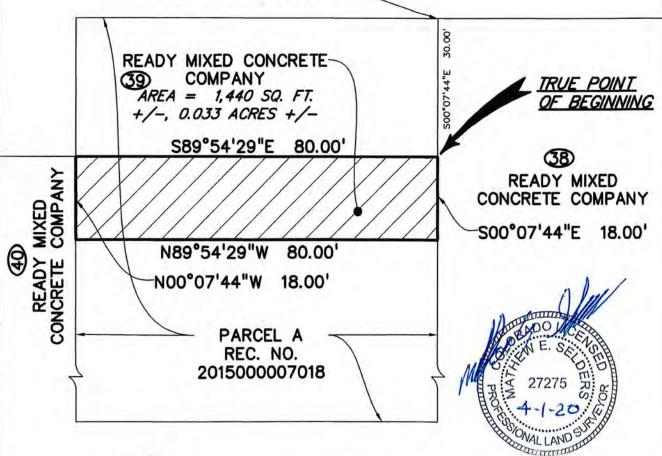
CONTAINING 0.033 ACRES OR 1440 SQUARE FEET, MORE OR LESS.

EXHIBIT

PARCEL TCE-39 TEMPORARY CONSTRUCTION EASEMENT

EAST 58TH AVENUE

POINT OF COMMENCEMENT





SCALE 1" = 20'

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COLORADO SPRINGS, COLORADO (719) 260-0867

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Revisions – Date	Date 3-3-20 Scale 1"=20"	Drawn By MNF Checked By MES	20961-00	
			Drawing No.	



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303.442.4338 303.442.4373 Fax

Drexel, Barrell & Co.

APRIL 1, 2020

LEGAL DESCRIPTION PARCEL TCE-40 TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING A PORTION OF LOT 1, READY MIXED FILING NO. 1, RECORDED AT RECEPTION NO. 2015000025199, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTHERLY LINE OF EAST 58TH AVENUE; THENCE S00°07'44"E, 18.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 1;

THENCE THE FOLLOWING FIVE (5) COURSES;

- 1. N89°54'29"W, 445.00 FEET;
- 2. S00°05'31"W, 18.00 FEET;
- 3. N89°54'29"W, 50.00 FEET;
- 4. S00°05'31"W, 48.00 FEET;
- 5. N89°54'29"W, 55.37 FEET TO THE WESTERLY LINE OF SAID LOT 1;

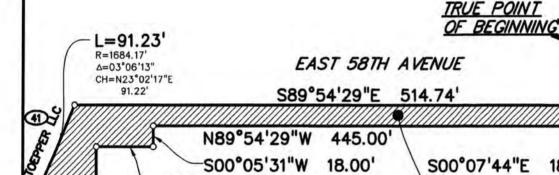
THENCE NORTHERLY 91.23 FEET ALONG SAID WESTERLY LINE OF LOT 1 AND ALONG A CURVE CONCAVE TO THE WEST, THE ARC OF SAID CURVE HAVING A RADIUS OF 1684.17 FEET, A CENTRAL ANGLE OF 03°06'13" AND BEING SUBTENDED BY A CHORD THAT BEARS N23°02'17"E, 91.22 FEET TO SAID SOUTHERLY LINE OF EAST 58TH AVENUE AND THE NORTHERLY LINE OF SAID LOT 1; THENCE S89°54'29"E, 514.74 FEET ALONG SAID SOUTHERLY LINE OF EAST 58TH AVENUE AND SAID NORTHERLY LINE OF LOT 1 TO THE **POINT OF BEGINNING**.

CONTAINING 0.297 ACRES OR 12,929 SQUARE FEET, MORE OR LESS.



EXHIBIT

PARCEL TCE-40 TEMPORARY CONSTRUCTION EASEMENT



N89°54'29"W 50.00' S00°05'31"W 48.00'

N89°54'29"W 55.37'

READY MIXED CONCRETE COMPANY AREA = 12,929 SQ. FT. +/-, 0.297 ACRES +/-

> LOT 1 READY MIXED FILING NO. 1

TCE-40



18.00

(39)

MIXED

CONCRETE



SCALE 1" = 80'

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

Revisions - Date 3-3-20 20961-00 MNF Checked By IN FILE 1"=80"



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020				
SUBJECT: Resolution approving Right-of-Way Agreement between Adams County and KSKK, LLC, for property necessary for the East 58 th Avenue Improvements Project – East 58 th Avenue from Clarkson Street to York Street				
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 the acquisition of property needed for road right-of-way.				

BACKGROUND: Adams County is in the process of acquiring right-of-way and temporary construction easements along East 58th Avenue for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street, that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and KSKK, LLC, for acquisition of road right-of-way for \$50,550.00. 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

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fisc section below.	cal impact, plo	ease fully com	plete the
Fund: 13			
Cost Center: 3056			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amoun
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562001	\$10,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$10,000,000
New FTEs requested: YES NO			

⊠ NO

YES

Additional Note:

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND KSKK, LLC, FOR PROPERTY NECESSARY FOR THE EAST 58TH AVENUE IMPROVEMENTS PROJECT – EAST 58TH AVENUE FROM CLARKSON STREET TO YORK STREET

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

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

WHEREAS, this right-of-way acquisition is a portion of 1290 East 58th Avenue located in the Southwest Quarter of Section 11, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by KSKK, LLC, ("Parcel 42"); and,

WHEREAS, Adams County requires ownership of Parcel 42 for construction of the street improvements related to the Project; and,

WHEREAS, KSKK, LLC, is willing to sell Parcel 42 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

RIGHT-OF-WAY AGREEMENT

This Agreement is made and entered into by and between KSKK, LLC, a Colorado limited liability company, whose address is 1290 East 58th Avenue, Denver, Colorado 80216 ("Owner"), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at 1290 East 58th Avenue, hereinafter (the "Property") for the 58th Avenue Widening Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is FIFTY THOUSAND FIVE HUNDRED FIFTY AND NO/100'S DOLLARS (\$50,550.00) 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 \$23,030.00 for the conveyance of road right-of-way, \$2,850.00 for the removal of asphalt paving, lawn, irrigation equipment, sign, landscape rock, landscape edging and landscape weed barrier, \$20,615.00 for damages and \$4,055.00 for the temporary construction easement. 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 promises 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 delivery 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 Owner agrees to pay all 2019 taxes due in 2020 prior to tender by the County.
- 5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 6. The County will remove approximately 353 square feet of asphalt paving, 1,232 square feet of lawn and irrigation equipment, 1 wooden sign, 854 square feet of landscape rock and weed barrier, and 59 lineal feet of landscape edging. The County has agreed to reimburse the Owner the expense of the removed items and made a part of this agreement.

- 7. The County will be relocating the private sanitary sewer lift station and placing it behind the new right-of-way line as part of the project.
- 8. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.
- 9. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 10. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
- 11. Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
- 12. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner: KSKK, LLC, a Colorado limited liability company

Time re	me: e	ann	ie/Kruse		
Title: _	men	nber			
Date: _	07	12	2020		
Approv	ed:		V 1 1 1		
BOARI	OF COUN	TY CO	MMISSIONERS-COUN	TY OF ADAMS, STATE OF CO	DLORADO
Chair			-	Date	
Approve	ed as to Form	n:			



Engineers/Surveyors

Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

Drexel, Barrell & Co.

JULY 19, 2019

LEGAL DESCRIPTION PARCEL RW-42 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND BEING A PORTION OF LOT 1, BLOCK 1, GAVITO SUBDIVISION, RECORDED AT RECEPTION NO. 985524, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF EAST 58TH AVENUE, THENCE S89°54'29"E, 191.91 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1 AND ALONG SAID SOUTHERLY LINE OF EAST 58TH AVENUE TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°05'31"W, 10.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 1; THENCE N89°54'29"W, 191.91 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE N00°05'31"E, 10.00 FEET ALONG SAID WESTERLY LINE OF LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 0.044 ACRES OR 1919 SQUARE FEET, MORE OR LESS.

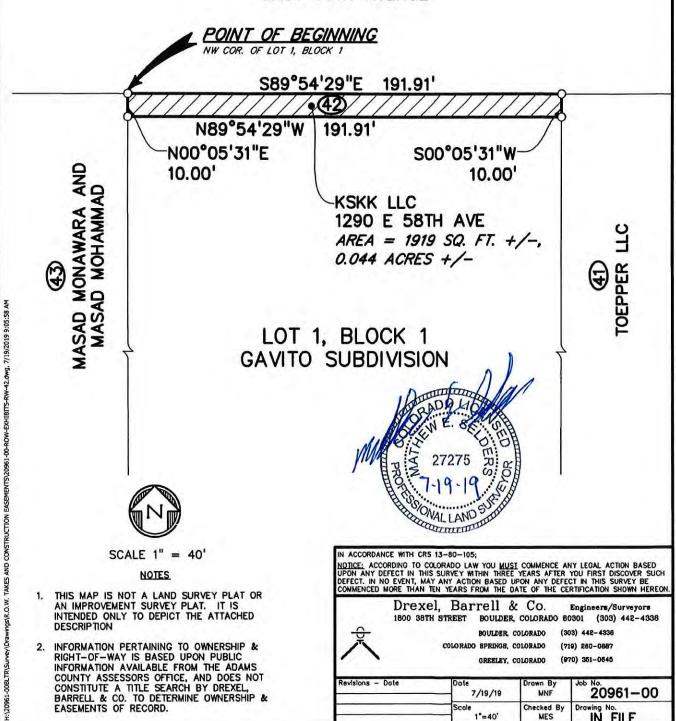
LEGAL DESCRIPTION PREPARED BY: MATHEW E. SELDERS DREXEL, BARRELL & CO. 1800 38TH STREET BOULDER, CO 80301 (303) 442-4338





PARCEL RW-42 R.O.W. DEDICATION

EAST 58TH AVENUE



Revisions - Date

INFORMATION PERTAINING TO OWNERSHIP & RIGHT-OF-WAY IS BASED UPON PUBLIC INFORMATION AVAILABLE FROM THE ADAMS

COUNTY ASSESSORS OFFICE, AND DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP & EASEMENTS OF RECORD.

Drexel, Barrell & Co.

1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

MNF

Checked By

MES

BOULDER, COLORADO

GREELEY, COLORADO

COLORADO SPRINGS, COLORADO

7/19/19

1"=40"

Engineers/Surveyors

20961-00

Drawing No.
IN FILE

(303) 442-4338

(719) 280-0887 (970) 351-0645



Drexel, Barrell & Co.

JULY 19, 2019

Engineers/Surveyors

Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

LEGAL DESCRIPTION PARCEL TCE-42 TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING A PORTION OF LOT 1, BLOCK 1, GAVITO SUBDIVISION, RECORDED AT RECEPTION NO. 985524, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF EAST 58TH AVENUE, THENCE \$00°05'31"W, 10.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 1 TO THE **TRUE POINT OF BEGINNING**;

THENCE S00°05'31"W, 46.00 FEET ALONG SAID EASTERLY LINE OF LOT 1; THENCE N89°54'29"W, 48.97 FEET; THENCE N00°05'31"E, 46.00 FEET; THENCE S89°54'29"E, 48.97 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.052 ACRES OR 2253 SQUARE FEET, MORE OR LESS.

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



EXHIBIT

PARCEL TCE-42 TEMPORARY CONSTRUCTION EASEMENT

EAST 58TH AVENUE

POINT OF COMMENCEMENT-

NE COR. OF LOT 1, BLOCK 1 S89°54'29"E 48.97' S00°05'31"W 10.00' N00°05'31"E-SAD MONAWARA AND MASAD MOHAMMAD 46.00 KSKK LLC TOEPPER LLC 1290 E 58TH AVE AREA = 2253 SQ. FT. +/-, (4) 0.052 ACRES +/-N89°54'29"W 48.97 LOT 1, BLOCK 1 GAVITO SUBDIVISION Manual SCALE 1" = 40' IN ACCORDANCE WITH CRS 13-80-105;

NOTES

t:\20961-00BLTR\Surrey\Drawings\R.O.W. TAKES AND CONSTRUCTION EASEMENTS\20961-00-TCE-EMIBITS-RW-42.0mg, 7/19/2019 9:06.29 AM

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

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

Drexel, Barrell & Co. Engineers/Surveyors 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338 BOULDER, COLORADO (303) 442-4338 COLORADO SPRINGS, COLORADO (719) 260-0887 GREELEY, COLORADO (970) 351-0645

Revisions - Date	Date 7/19/19	Drawn By MNF	20961-00	
	Scole 1"=40'	Checked By MES	Drawing No.	



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020				
SUBJECT: Resolution approving Right-of-Way Agreement between Adams County and Paris Family,				
LLC, for property necessary for the East 58th Avenue Improvements Project – East 58th Avenue from				
Clarkson Street to York Street				
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 the acquisition of property needed for road right-of-way.				

BACKGROUND: Adams County is in the process of acquiring right-of-way and temporary construction easements along East 58th Avenue for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street, that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and Paris Family, LLC, for acquisition of road right-of-way for \$75,000.00. 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

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fisc section below.	cal impact, plo	ease fully com	plete the
Fund: 13			
Cost Center: 3056			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562001	\$10,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$10,000,000
New FTEs requested: YES NO			

⊠ NO

YES

Additional Note:

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND PARIS FAMILY, LLC, FOR PROPERTY NECESSARY FOR THE EAST 58^{TH} AVENUE IMPROVEMENTS PROJECT – EAST 58^{TH} AVENUE FROM CLARKSON STREET TO YORK STREET

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

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

WHEREAS, this right-of-way acquisition is a portion of 1150 East 58th Avenue located in the Southwest Quarter of Section 11, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Paris Family, LLC, ("Parcel 44"); and,

WHEREAS, Adams County requires ownership of Parcel 44 for construction of the street improvements related to the Project; and,

WHEREAS, Paris Family, LLC, is willing to sell Parcel 44 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

RIGHT-OF-WAY AGREEMENT

This Agreement is made and entered into by and between **Paris Family, LLC, a Colorado limited liability company**, whose address is 6 Brookhaven Trail, Suite 200, Littleton, CO 80123 ("Owner"), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at 1150 East 58th Avenue, Denver, CO 80216, hereinafter (the "Property") for the 58th Avenue Widening Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **SEVENTY-FIVE THOUSANDO AND 00/100'S DOLLARS** (\$75,000.00) 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 \$30,510.00 for the conveyance of road right-of-way, \$29,590.00 for the removal of a five shade trees, a sign and landscaping, \$12,335.00 for incurable damages and \$2,565.00 for the temporary construction easement. 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 promises 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 Owner agrees to pay all 2019 taxes due in 2020 prior to tender by the County.
- 5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 6. The County will remove approximately five shade trees (3 Green Ash and 2 Honeylocust), a sign and 3,051 sf of sod and sprinkler improvements. But the County has agreed

to reimburse the Owner the expense of the above-mentioned improvements and made a part of this Agreement.

- 7. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.
- 8. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 9. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
- 10. Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
- 11. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner: PARIS FAMILY, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: As: Manacink Member

Date: August 4-2020

Approved:

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

Chair Date

Approved as to Form:

County Attorney



Engineers/Surveyors

Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

Drexel, Barrell & Co.

JULY 31, 2019

EXHIBIT A

LEGAL DESCRIPTION PARCEL RW-44 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND BEING A PORTION OF LOT 1, WELBOURNE / 58TH AVENUE SUBDIVISION AMENDED, RECORDED AT RECEPTION NO. C0058612, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF EAST 58TH AVENUE, THENCE S88°08'01"E, 339.14 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1 AND ALONG SAID SOUTHERLY LINE OF EAST 58TH AVENUE TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°08'27"W, 3.75 FEET ALONG THE EASTERLY LINE OF SAID LOT 1; THENCE N89°54'29"W, 338.97 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE N00°05'31"E, 14.25 FEET ALONG SAID WESTERLY LINE OF LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 0.070 ACRES OR 3051 SQUARE FEET, MORE OR LESS.

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





PARCEL RW-44 R.O.W. DEDICATION



S00°08'27"W 3.75

EAST 58TH AVENUE

\$88°08'01"E 339,14'

N89°54'29"W 338.97

N00°05'31"E 14.25

> PARIS FAMILY LLC 1150 E 58TH AVE AREA = 3051 SQ. FT.+/-, 0.070 ACRES +/-

LOT 1 - WELBOURNE / 58TH AVENUE SUBDIVISION AMENDED



SCALE 1" = 60'

NOTES

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

IN ACCORDANCE WITH CRS 13-80-105;

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

Drexel Barrell & Co.

WINTER TO

Engineers/Surveyors 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO

(303) 442-4338

COLORADO SPRINGS, COLORADO (719) 260-0887

GREELEY, COLORADO

(970) 351-0545

Revisions - Date	Date 7/31/19	Drown By MNF	³⁰⁵ No. 20961-00
	Scale 1"=60'	Checked By MES	Drawing No. IN FILE

H:\20961-00BLTR\Survey\Drawings\R.O.W, TAKES AND CONSTRUCTION EASEMENTS\20961-00-ROW-EXHIBITS-RW-44.6Mg, 7/31/2019 8:38.23 AM

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Engineers/Surveyors

Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

Drexel, Barrell & Co.

JULY 31, 2019

LEGAL DESCRIPTION PARCEL TCE-44A TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING A PORTION OF LOT 1, WELBOURNE / 58TH AVENUE SUBDIVISION AMENDED, RECORDED AT RECEPTION NO. C0058612, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF EAST 58TH AVENUE, THENCE \$00°08'27"W, 3.75 FEET ALONG THE EASTERLY LINE OF SAID LOT 1 TO THE **TRUE POINT OF BEGINNING**;

THENCE S00°08'27"W, 35.00 FEET ALONG SAID EASTERLY LINE OF LOT 1; THENCE N89°54'29"W, 47.05 FEET; THENCE N00°08'27"E, 35.00 FEET; THENCE S89°54'29"E, 47.05 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 0.038 ACRES OR 1647 SQUARE FEET, MORE OR LESS.

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



EXHIBIT PARCEL TCE-44A TEMPORARY CONSTRUCTION EASEMENT EAST 58TH AVENUE POINT OF COMMENCEMENT-NE COR., LOT 1 S00°08'27"W S89°54'29"E 47.05 3.75 N00°08'27"E 35.00 0 PARIS FAMILY LLC MASAD 1150 E 58TH AVE AREA = 1647 SQ. FT.+/-, 0.038 ACRES +/-MONAWARA N89°54'29"W 47.05 S00°08'27"W 35.00 TAKES AND CONSTRUCTION EASEMENTS\20961-00-TCE-EXHIBITS-RW-44A.dwg, 7/31/2019 8:38:59 AM LOT 1 - WELBOURNE / 58TH AVENUE SUBDIVISION AMENDED WAL LAND William LAND SCALE 1" = 60' N ACCORDANCE WITH CRS 13-80-105; NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. NOTES THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. IT IS Drexel, Barrell & Co. Engineers/Surveyors INTENDED ONLY TO DEPICT THE ATTACHED 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338 DESCRIPTION BOULDER, COLORADO (303) 442-4338 2. INFORMATION PERTAINING TO OWNERSHIP & RIGHT-OF-WAY IS BASED UPON PUBLIC COLORADO SPRINGS, COLORADO (719) 260-0887 (970) 351-0645 GREELEY, COLORADO INFORMATION AVAILABLE FROM THE ADAMS COUNTY ASSESSORS OFFICE, AND DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP & EASEMENTS OF RECORD. 7/31/19 20961-00 MNF IN FILE Checked By

1"=60"



Engineers/Surveyors

Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

Drexel, Barrell & Co.

JULY 31, 2019

LEGAL DESCRIPTION PARCEL TCE-44B TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING A PORTION OF LOT 1, WELBOURNE / 58TH AVENUE SUBDIVISION AMENDED, RECORDED AT RECEPTION NO. C0058612, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF EAST 58TH AVENUE, THENCE S00°08'27"W, 3.75 FEET ALONG THE EASTERLY LINE OF SAID LOT 1; THENCE N89°54'29"W, 139.08 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE S00°05'31"W, 15.00 FEET; THENCE N89°54'29"W, 42.00 FEET; THENCE N00°05'31"E, 15.00 FEET; THENCE S89°54'29"E, 42.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 0.015 ACRES OR 630 SQUARE FEET, MORE OR LESS.

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

EXHIBIT

PARCEL TCE-44B TEMPORARY CONSTRUCTION EASEMENT

EAST 58TH AVENUE



S89°54'29"E 42.00'-N00°05'31"E 15.00 PARIS FAMILY LLC 1150 E 58TH AVE AREA = 630 SQ. FT. +/-, 0.015 ACRES +/-

TRUE POINT OF BEGINNING

S00°05'31"W 15.00

NE COR., LOT 1

N89°54'29"W 139.08'-

N89°54'29"W 42.00

LOT 1 - WELBOURNE / 58TH AVENUE SUBDIVISION AMENDED MASAD MOHAMMAD MONAWARA

S00°08'27"W

3.75



SCALE 1" = 60'

NOTES

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

N ACCORDANCE WITH CRS 13-80-105;

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

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

BOULDER, COLORADO

(303) 442-4338

COLORADO SPRINGS, COLORADO (719) 260-0887 (970) 351-0645 GREELEY, COLORADO

Revisions - Date 20961-00 7/31/19 MNF Checked By Drawing No. Scale 1"=60" MES



Engineers/Surveyors

Boulder Colorado Springs Greeley

1800 38th Street Boulder, CO 80301-2620

303.442.4338 303.442.4373 Fax

Drexel, Barrell & Co.

FEBRUARY 10, 2020

LEGAL DESCRIPTION PARCEL TCE-44C TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING A PORTION OF LOT 1, WELBOURNE / 58TH AVENUE SUBDIVISION AMENDED, RECORDED AT RECEPTION NO. C0058612, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF EAST 58TH AVENUE, THENCE S00°08'27"W, 3.75 FEET ALONG THE EASTERLY LINE OF SAID LOT 1; THENCE N89°54'29"W, 331.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S00°05'31"W, 41.00 FEET; THENCE N89°54'29"W, 7.00 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE N00°05'31"E, 41.00 FEET ALONG SAID WESTERLY LINE OF LOT 1; THENCE S89°54'29"E, 7.00 FEET TO THE TRUE POINT OF BEGINNING.

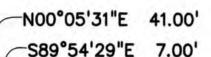
CONTAINING 0.007 ACRES OR 287 SQUARE FEET, MORE OR LESS.

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





PARCEL TCE-44C TEMPORARY CONSTRUCTION EASEMENT



EAST 58TH AVENUE

POINT OF COMMENCEMENT-NE COR., LOT 1

N89°54'29"W 331.96'-

TRUE POINT OF BEGINNING

S00°05'31"W 41.00'

(44C)

PARIS FAMILY LLC 1150 E 58TH AVE AREA = 287 SQ. FT.

+/-, 0.007 ACRES +/-

N89°54'29"W 7.00'

LOT 1 - WELBOURNE / 58TH AVENUE SUBDIVISION AMENDED

MASAD MASAD MOHAMMAD MONAWARA

S00°08'27"W 3.75



SCALE 1 = 60'

NOTES

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IN ACCORDANCE WITH CRS 13-80-105:

NOTICE: ACCORDING TO COLORADO LAW YOU MUSI 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.

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

Engineers/Surveyors

COLORADO SPRINGS, COLORADO

(303) 442-4338 (719) 260-0887 (970) 351-0645

GREELEY, COLORADO

Drawn By 20961-00

MNF/VJD

Checked By

Revisions - Date 2-10-20 1"=60"

Drawing No.

45 5796



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020
SUBJECT: Disposition of Real Estate – 10705 Fulton Street
FROM: Nicci Beauprez, Project Manager – Land & Assets
AGENCY/DEPARTMENT: Facilities & Fleet Management
HEARD AT STUDY SESSION ON: AIR on 9/22/2020
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Contract to Buy and Sell Real Estate between Adams County and Maroon Creek Ventures, LLC

BACKGROUND:

Adams County purchased the building at 10705 Fulton Street in 2001 for the location of it's new Animal Shelter at that time. Almost 20 years later the quality of life for the animals and services have been analyzed. The shelter offers value to neighboring jurisdictions that have lost or never had animal control of their own. The Board of County Commissioner's (Board) supported and approved a new building to be built within the Riverdale Regional Park (RRP). Thereby developing unused land and establishing a building to accommodate the day-to-day business of the shelter as well as improving and connecting trails of the area. As a result of the new building being built, this property becomes a candidate for disposition and no other uses would fully utilize the space. The sale of the building will also return the property back to the tax rolls of the county.

Staff received an inquiry from the neighboring logistics park owner. The inquiry turned into a contract to Buy & Sell the property for \$4,000,000. Staff consulted the opinion of our Broker's on the offer and determined the offer is of value to the County. There is a 50 day window of Due Diligence for the Buyers, closing is anticipated as soon as 15 days after Due Diligence and prior to end of the year. Staff did receive one other Letter of Intent for a value of approximately \$400,000 less. Staff recommends approval of the Contract with Maroon Creek Ventures, LLC.

Revised 06/2016 Page 1 of 2

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office, County Attorney's Office, Facilities & Fleet Management.

Resolution

Contract to Buy & Sell Real Estate

Contract to Buy & Sen Real Esta	ic .				
FISCAL IMPACT:					
Please check if there is no fiscal i section below.	mpact . If	there is fisc	al impact, pl	ease fully com	plete the
Fund: 4					
Cost Center: 4					
		r			
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budget	t:	6855		\$4,000,000
Total Revenues:					\$ 4,000,000
			Object Account	Subledger	Amount
Current Budgeted Operating Expend					
Add'l Operating Expenditure not inc	luded in Currer	nt Budget:			
Current Budgeted Capital Expenditu	ire:				
Add'l Capital Expenditure not include	led in Current F	Budget:			
Total Expenditures:					
New FTEs requested:	☐ YES	⊠ NO			
Future Amendment Needed:	☐ YES	⊠ NO			

<u>Additional Note:</u>
The sales price is \$ 4,000,000 revenues will be the sales price less customarily associated fees (commissions and title company closing fees). Note, the Buyers side is not charging the County a commission.

Page 2 of 2 Revised 06/2016

RESOLUTION APPROVING CONTRACT TO BUY & SELL REAL ESTATE BETWEEN ADAMS COUNTY AND MAROON CREEK VENTURES, LLC FOR THE PROPERTY LOCATED AT 10705 FULTON STREET

WHEREAS, Adams County (the "County") operated an Animal Shelter at 10705 Fulton Street, Commerce City, CO (the "Property") for approximately 20 years; and,

WHEREAS, the County approved a new Animal Shelter to be built within the Riverdale Regional Park to serve its many surrounding jurisdictions and to develop otherwise unused land rending the approximately 20 year old site vacant; and,

WHEREAS, County wishes to sell the Property according to the terms and conditions of the attached Contract to Buy & Sell Real Estate with Maroon Creek Ventures, LLC; and,

WHEREAS, the Sale will return the Property to the tax rolls of the County and a beneficial use; and,

WHEREAS, the Board of County Commissioners wishes to authorize the Facilities & Fleet Management Department, the Project Manager of Land & Assets, the Manager of Planning, Design & Construction, or its Director to execute any customary, non-contractual documents related to closing on behalf of the County including but not limited to: affidavits, settlement statements, escrow instructions, closing disclosures, and disburser's notices after review and approval to form by the County Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Contract to Buy & Sell Real Estate with Maroon Creek Ventures, LLC., for 10705 Fulton Street, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Contract to Buy & Sell Real Estate on behalf of Adams County.

BE IT FURTHER RESOLVED, that the persons stated above within the Facilities & Fleet Management Department are hereby authorized to execute any customary, non-contractual documents to complete the sale and settlement of the described property, after review and approval by the County Attorney's Office.

1 2	AllThe printed portions of this form, except <i>differentiated additions</i> , have been approved by the Colorado Real Estate Commission. (CBS3-5-19) (Mandatory 7-19)
3 4 5	THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.
6 7 8	CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)
9	(☑ Property with No Residences)
10	(Property with Residences – Residential Addendum Attached)
11	(Troperty with Residences – Residential Addendam Attached)
12	Date: <u>August 31, 2020</u>
13	AGREEMENT
14 15	1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).
16 17	 PARTIES AND PROPERTY. Buyer. <u>Maroon Creek Ventures, LLC a Colorado limited liability company</u>, (Buyer) will take title to the Property described
18	below as Joint Tenants Tenants In Common Other TBD.
19	2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise as specified in Additional Provisions
20	§30.7.
21	 2.3. Seller. <u>Adams County, Colorado</u>, (Seller) is the current owner of the Property described below. 2.4. Property. The Property is the following legally described real estate in the County of <u>Adams</u>, Colorado:
22 23	LOT 1 DI GIORGIO INDUSTRIAL PARK FIRST AMENDMENT, COUNTY OF ADAMS, STATE OF COLORADO (Parcel#: 0172110402001)
24	
25	known as No. <u>10705 Fulton Street, Commerce City, Colorado 80601</u> Street Address City State Zip
26	Street Address City State Zip
27 28 29	together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).
30	2.5. Inclusions. The Purchase Price includes the following items (Inclusions):
31	2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included
32	unless excluded under Exclusions : lighting, heating, plumbing, ventilating, and air conditioning units, TV antennas, inside telephone,
33 34	network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including <i>TBD</i>
35	remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under Due Diligence
36	Documents): None Solar Panels Water Softeners Security Systems Satellite Systems (including satellite
37	dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in
38	the Purchase Price.
39	2.5.2. Inclusion – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following
40	items are included unless excluded under Exclusions : storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating
41 42	stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors, none other, and all keys.
43	2.5.3. Personal Property – Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of
44	all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except <u>none</u> . Conveyance of
45	all personal property will be by bill of sale or other applicable legal instrument.
46	2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase
47 48	Price: The Inclusions set forth in §30.6
49	2.5.5. Parking and Storage Facilities. The use or ownership of the following parking facilities: not applicable; and the
50	use or ownership of the following storage facilities: not applicable .
51	Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.
52	2.5.6. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows: <i>None</i> .
53	

54 55 56	The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except <u>none</u> . Conveyance will be by bill of sale or other applicable legal instrument.
57 58	2.6. Exclusions. The following items are excluded (Exclusions): The Buyer and Seller acknowledge that a preliminary list has been provided to Buyer. The final list will be provided 30 days from
59 60	MEC as specified in §30.7. Exclusions shall be removed from the Property prior to the Closing Date.
61	2.7. Water Rights/Well Rights.
62	2.7.1. Deeded Water Rights. The following legally described water rights:
63	Seller represents that there are none.
64 65	Any deeded water rights will be conveyed by a good and sufficient deed at Closing.
66	2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1, 2.7.3, and 2.7.4,
67 68	will be transferred to Buyer at Closing: <i>None</i> .
69	2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the
70 71	well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the
72	Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of
73	existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with
74	the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is not applicable
75	·
76	2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:
77	None.
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3. DATES DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines

instrument at Closing.

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Item			
No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	3 days from MEC
		Title	
2	§ 8.1, § 8.4	Record Title Deadline	15 days from MEC
3	§ 8.2, § 8.4	Record Title Objection Deadline	45 days from MEC
4	§ 8.3	Off-Record Title Deadline	15 days from MEC
5	§ 8.3	Off-Record Title Objection Deadline	45 days from MEC
6	§ 8.5	Title Resolution Deadline	50 days from MEC
7	§ 8.6	Right of First Refusal Deadline	
		Owners' Association	
8	§ 7.2	Association Documents Deadline	Not applicable
9	§ 7.4	Association Documents Termination Deadline	Not applicable
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	15 days from MEC
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	Not applicable
		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	Not applicable
13	§ 5.2	New Loan Termination Deadline	Not applicable
14	§ 5.3	Buyer's Credit Information Deadline	Not applicable
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	Not applicable
16	§ 5.4	Existing Loan Deadline	Not applicable
17	§ 5.4	Existing Loan Termination Deadline	Not applicable

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3

(Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal

3.2. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted", such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

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4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 4,000,000	
2	§ 4.3	Earnest Money		\$ 100,000
3	§ 4.5	New Loan		\$ N/A
4	§ 4.6	Assumption Balance		\$ N/A
5	§ 4.7	Private Financing		\$ N/A

6	§ 4.7	Seller Financing		\$ N/A
7				
8				
9	§ 4.4	Cash at Closing		\$ 3,900,000
10		TOTAL	\$ 4,000,000	\$ 4,000,000

- **4.2.** Seller Concession. At Closing, Seller will credit, to Buyer \$none (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.
- **4.3.** Earnest Money. The Earnest Money set forth in this Section, in the form of a *check/wire transfer*, will be payable to and held by First American Title Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an Alternative Earnest Money Deadline for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.
- **4.3.1.** Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the Alternative Earnest Money Deadline.
- **4.3.2.** Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided § 24 (Earnest Money Dispute) if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions, (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.
 - 4.4. Form of Funds; Time of Payment; Available Funds.

- 4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing, and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).
- 4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing OR

SUCH NONPAYING PARTY WILL BE IN DEFAULT. Buyer represents that Buyer, as of the date of this Contract, Does Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing

in § 4.1.
4.5. New Loan.
4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable, must
timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees, as required by lender.
4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer,
including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30, (Additional Provisions).
4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loan:
Conventional Other none
4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set
forth in § 4.1 (Price and Terms), presently payable at \$_none per none including principal and
interest presently at the rate of none% per annum, and also including escrow for the following as indicated: Real
Estate Taxes - Property Insurance Premium and - none
Buyer agrees to pay a loan transfer fee not to exceed \$_none At the time of assumption, the new interest rate will not
exceed none% per annum and the new payment will not exceed \$ none per none
principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption
Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$_none, or if any
other terms or provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before Closing Date.
Seller - Will Not be released from liability on said loan. If applicable, compliance with the requirements for
release from liability will be evidenced by delivery - on or before Loan Transfer Approval Deadline - at Closing of an
appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by none in an

4.7. Seller or Private Financing.

amount not to exceed \$ none

141	WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers
142	and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed
143	Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing
144	including whether or not a party is exempt from the law.
145	4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, Buyer
146	Seller will deliver the proposed Seller financing documents to the other party on or before none days before Seller or Private
147	Financing Deadline.
148	4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller
149	determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and
150	compliance with the law. Seller has the Right to Terminate under § 25.1, on or before Seller or Private Financing Deadline, if
151	such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.
152	4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing,
153	this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability,
154	payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before Seller or Private
155	Financing Deadline, if such Seller or private financing is not satisfactory to the Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

- 5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before New Loan Application Deadline and exercise reasonable efforts to obtain such loan or approval.
- 5.2. New Loan Review. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before New Loan Termination Deadline, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised Value (defined below) or the Lender Requirements (defined below). IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).
- 5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by Buyer's Credit Information Deadline, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjection discretion, Seller has the Right to Terminate under § 25.1, on or before Disapproval of Buyer's Credit Information Deadline.
- 5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust, and any modifications) to Buyer by Existing Loan Deadline. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before Existing Loan Termination Deadline, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by Loan Transfer Approval Deadline, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

- **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.
- **6.2. Appraisal Condition**. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing) § 6.2.1 applies.
- **6.2.1.** Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:
 - **6.2.1.1.** Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

- **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.
- **6.3.** Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.
- **6.4.** Cost of Appraisal. Cost the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.
- 7. **OWNER'S ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and subject to the declaration (Association).
 - 7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.
 - **7.2.** Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.
 - 7.3. Association Documents. Association Documents (Association Documents) consist of the following:
 - **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under (§ 38-33.3-209.5, C.R.S.;
 - **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.5, C.R.S (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and
 - **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insured and expiration dates of the policies listed (Association Insurance Documents);
 - **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;
 - 7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents).
 - **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under (§ 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2

(Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before Association Documents Termination Deadline, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

271	8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to
272	furnish the owner's title insurance policy at Seller's expense. On or before Record Title Deadline, Seller, must furnish to Buyer, a
273	current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is
274	checked, an Abstract of Title certified to a current date. Seller will cause the title insurance policy to be issued and delivered to
275	Buyer as soon as practicable at or after Closing.
276	8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to
277	furnish the owner's title insurance policy at Buyer's expense. On or before Record Title Deadline, Buyer must furnish to Seller, a
278	current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
279	If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.
280	8.1.3. Owner's Extended Coverage (OEC). The Title Commitment Will Will Not contain Owner's Extended
281	Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which
282	relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period
283	(period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments

- and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by Buyer Seller One-Half by Buyer and One-Half by Seller Other none. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has the right to object under § 8.5 (Right to Object to Title, Resolution).
- **8.1.4.** Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).
- **8.1.5.** Copies of Title Documents. Buyer must receive, on or before Record Title Deadline, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.
- **8.1.6.** Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.
- **8.2.** Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before Record Title Objection Deadline. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title Commitment or Title Documents are not received by Buyer on or before Record Title Deadline, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer's accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.
 - 8.3. Off-Record Title. Seller must deliver to Buyer, on or before Off-Record Title Deadline true copies of all existing surveys

in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal, and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before Off-Record Title Objection Deadline. If an Off-Record Matter is received by Buyer after the Off-Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection, by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matter and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's inclusion in a special taxing district as unsatisfactory to Buyer.

- **8.5.** Right to Object to Title, Resolution. Buyer's right to object, in Buyer's sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing Districts), and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:
- **8.5.1. Title Objection Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection, (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or
- **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.
- **8.6.** Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.
- **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters.
- 8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

- 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.
- 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.
- 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.
- **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.
- **8.8.** Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Objection Deadline).

9. NEW ILC, NEW SURVEY.

- 9.1 New ILC or New Survey. If the box is checked, a: 1) ☐ New Improvement Location Certificate (New ILC); or, 2) ☐ New Survey in the form of selected by Buyer may be ordered by Buyer is required and the following will apply:
- 9.1.1 Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.
- 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☒ Buyer or: none
- **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and <u>none</u> will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.
- **9.1.4.** Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.
- 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.
- 9.3 New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:
 - 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated, or
- **9.3.2.** New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.
- 9.3.3. New ILC or New Survey Resolution. If an New ILC or New Survey Objection is received by Seller, on or before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, AND DUE DILIGENCE.

- **10.1.** Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.
- 10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five

days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults".

- 10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems, and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory in Buyer's sole subjective discretion, Buyer may:
- **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or
- 10.3.2. Terminate. On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.
- 10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection Deadline, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline, this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of Inspection Resolution Deadline.
- 10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.
- 10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If <u>in Seller's possession</u>, to the extent that documents are available to Facilities <u>Management Department</u> the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before the **Due Diligence Documents Delivery Deadline**:

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464	\boxtimes	10.6.1.1. All contracts relating to the operation, maintenance and management of the Property;
465		10.6.1.2. Property tax bills for the last <u>none</u> years;
466 467 468	electrical, mechanavailable;	10.6.1.3. As-built construction plans to the Property and the tenant improvements, including architectural, nical, and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now
469		10.6.1.4. A list of all Inclusions to be conveyed to Buyer;
470		10.6.1.5. Operating statements, for the past <u>none</u> years;
471		10.6.1.6. A rent roll accurate and correct to the date of this Contact;
472 473 474 475		10.6.1.7. All current leases, including any amendments or other occupancy agreements, pertaining to the leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases): that there are no leases or other occupancy agreements pertaining to the Property that survive Closing.
476 477	completed and ca	10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet apital improvement work either scheduled or in process on the date of this Contract;
478		10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made
479	for the past none	years;
480 481	under § 8.3);	10.6.1.10. Soil reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier
482	\boxtimes	10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports.

letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers,

484 485	or other toxic hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
486	10.6.1.12. Any Americans with Disabilities Act reports, studies or surveys concerning the compliance of the
487	Property with said Act;
488	10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental
489	authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
490	authorizations, if any; and
491	10.6.1.14. Other documents and information: <i>Not applicable</i>
	10.0.1.14. Other documents and information. Not applicable
492 493	
494	10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due
495	Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole
496	subjective discretion, Buyer, may, on or before Due Diligence Documents Objection Deadline:
497	10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
498	or 10 (2.2 B. B.); B. (01) (1) B.1; (1) B.1; (2) B.1; (3) B.1; (4) B.1; (5) B.1; (6) B.1; (7)
499 500	10.6.2.2. Due Diligence Document Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.
501	10.6.2.3. Due Diligence Document Resolution. If a Due Diligence Document Objection is received by
502	Seller, on or before Due Diligence Document Objection Deadline , and if Buyer and Seller have not agreed in writing to a
503	settlement thereof on or before Due Diligence Document Resolution Deadline, this Contract will terminate on Due Diligence
504	Document Resolution Deadline unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection
505	before such termination, i.e., on or before expiration of Due Diligence Document Resolution Deadline .
506	10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before Due Diligence Documents Objection
507	Deadline , based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.
508 509	10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property
510	including Phase I and Phase II Environmental Site Assessments as applicable. Seller Buyer will order or provide Phase I
511	Environmental Site Assessment, Phase II Environmental Site Assessment (compliant will most current version of the applicable
512	ASTM E1527 standard practices for Environmental Site Assessments) and/or \square <u>none</u> , at the expense of \square Seller \boxtimes Buyer
513	(Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies
514	with the Americans with Disabilities Act (ADA Evaluation). All such inspections and evaluations must be conducted at such times
515	as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any
516 517	If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the Environmental Inspection Termination Deadline will be extended by thirty (30) days (Extended Environmental Inspection Objection Deadline)
518	and if such Extended Environmental Inspection Objection Deadline extends beyond the Closing Date, the Closing Date will be
	· <u>-</u> _ · · · · · · · · · · · · · · · · · ·
519	extended a like period of time. In such event, \square Seller \boxtimes Buyer must pay the cost of such Phase II Environmental Site
520	Assessment. Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the
521 522	Right to Terminate under § 25.1, on or before Environmental Inspection Termination Deadline or if applicable, the Extended
523	Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
524	subjective discretion
525	Buyer has the Right to Terminate under § 25.1, on or before ADA Evaluation Termination Deadline, based on any
526	unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion
527	10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned
528	by Buyer and commonly known as <u>N/A</u> . Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of
529 530	Buyer's Notice to Terminate on or before Conditional Sale Deadline if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before Conditional
531	Sale Deadline, Buyer waives any Right to Terminate under this provision.
532	10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted]
533	10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to
534	the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or
535	other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
536	any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or
537	delayed.

11. ESTOPPEL STATEMENTS.

538

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must 539 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline, 540 541 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) 542 attached to a copy of the Lease stating: 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease; 543 544 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments; 11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller; 545 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller; 546 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and 547 11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease 548 549 demising the premises it describes. 550 11.2. Seller Estoppel Statement. In the event Seller does not received from all tenants of the Property a completed signed 551 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required 552 § 11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**. 553 11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 25.1, on or before Estoppel Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to 554 555 deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement. 556 557 **CLOSING PROVISIONS** 558 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING. 559 12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the 560 Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining 561 a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company in a timely manner, 562 all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional 563 information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will 564 sign and complete all customary or reasonably required documents at or before Closing. 565 12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions Are X Are Not executed with this 566 Contract. 567 12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the 568 Closing Date or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by Seller 569 12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary between 570 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies). 571 13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of 572 any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: 573 🗵 special warranty deed 🗆 general warranty deed 🗖 bargain and sale deed 🗖 quit claim deed 🗖 personal representative's 574 deed none deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty 575 deed to Buyer, at Closing. 576 Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general 577 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in § 38-30-113(5)(a), C.R.S. 578 14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or 579 encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed as 580 581 of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source. 582 15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES. 583 15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be 584 paid at Closing, except as otherwise provided herein. 585 15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller One-586 Half by Buyer and One-Half by Seller Other *none* 587 15.3. Status Letter and Record Change Fees. At least fourteen days prior to Closing Date, Seller agrees to promptly request 588 the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter must be 589

0 paid b	y 🛮 None 🗖 Buyer 🗖 Seller 🗖 One-Half by Buyer and One-Half by Seller. Any Record Change Fee must be paid by
1 N	one 🗵 Buyer 🔲 Seller 🔲 One-Half by Buyer and One-Half by Seller.
2 15	5.4. Local Transfer Tax. The Local Transfer Tax of <u>none</u> % of the Purchase Price must be paid at Closing
	None Buyer Seller One-Half by Buyer and One-Half by Seller. 5.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as
6 One-I 7 <i>none</i>	unity association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):
	Vater Stock/Certificates Water District
	augmentation Membership Small Domestic Water Company none
	ust be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller.
	5.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by None
	uyer D Seller D One-Half by Buyer and One-Half by Seller. Buyer to pay if applicable
15	5.8. FIRPTA and Colorado Withholding.
withh	15.8.1. FIRPTA. The Internal Revenue Services (IRS) may require a substantial portion of the Seller's proceeds be eld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
amour	at of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller 🔲 IS a foreign
	for purposes of U.S. income taxation. If the box in this Section is not checked, Seller presents that Seller is not a foreign
	for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
	ted documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
	old such amount from Seller's proceeds. Seller should inquire with Seller's tax advisory to determine if withholding applies or xemption exists.
II all e	15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be
withhe	eld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate
with E	tuyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required,
Seller to dete	authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor extraine if withholding applies or if an exemption exists.
16. P	RORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the Closing Date, except as
	vise provided:
	5.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year
	sing, based on 🔲 Taxes for the Calendar Year Immediately Preceding Closing 🔲 Most Recent Mill Levy and Most
	t Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran
exemp	otion or Other <u>Seller is a tax exempt entity – there will be no proration at Closing</u> .
	5.2. Rents. Rents based on 🖵 Rents Actually Received 🖵 Accrued. At Closing, Seller will transfer or credit to Buyer the
	ty deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer
	the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's tions under such Leases.
	6.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance
	e credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the
Assoc	iation will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges
	uyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment
	ed prior to Closing Date by the Association will be the obligation of 🖵 Buyer 🖵 Seller. Except however, any special
	ment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed
	o or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments against
	operty except the current regular assessments and <u>none</u> Association Assessments are subject to change as led in the Governing Documents.
	6.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and all other customary.
	6.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on Possession Date, at Possession Time, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$667 per day (or any part of a day notwithstanding (§ 18.1) from **Possession Date**, and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

- **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).
- **18.2.** Computation of Period of Days, Deadline. In computing a period of days, (e.g., three days after MEC), when the ending dates is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or
- Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a Saturday, Sunday or
 Holiday. Should neither box be checked, the deadline will not be extended.
 - 19. CAUSE OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.
 - 19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 25.1, on or before Closing Date if the Property is not repaired before Closing Date or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.
 - 19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services) system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.
 - 19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses or exceed the Purchase Price.
 - **19.4.** Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.
 - **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.
 - **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:
 - 21.1. If Buyer is in Default:

- **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.
- 21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.
- 21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both. Damages shall be the lesser of (i) \$23,700, or (ii) the actual costs and expenses of Buyer incurred in connection with the negotiation, due diligence, and inspection in connection with the transaction contemplated hereby. For purposes of the foregoing provision (ii), Buyer shall provide invoices, receipts, or other documentation reasonably sufficient to evidence the expenses actually incurred by Buyer. Following Seller's default hereunder and Buyer's termination, Seller shall pay to Buyer all amounts evidenced thereby within forty-five (45) days of receipt of such documentation.
- 22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.
- 23. MEDIATION. If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.
- 24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller), containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

- **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.
- **25.2. Effect of Termination**. In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.
- 26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

27. NOTICE, DELIVERY, AND CHOICE OF LAW.

- **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by party, not Broker or Brokerage Firm).
- **27.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or *internet (DocuSign)*
- **27.3.** Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.
- **27.4.** Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.
- 28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller,
 as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or before
 Acceptance Deadline Date and Acceptance Deadline Time. If accepted, this document will become a contract between Seller and
 Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such
 copies taken together are deemed to be a full and complete contract between the parties.
- 29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to, exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations, Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, and Due Diligence.

ADDITIONAL PROVISIONS AND ATTACHMENTS

- **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.).
- 30.1 Conflicts. In the event of any conflict between the terms and provisions which are set forth in the various subsections of Section 30 of this contract and the preprinted portions of this contract approved by the Colorado Real Estate Commission, the terms and provisions of the various subsections of this Section 30 shall govern.

30.2 Due Diligence.

- A. Buyer shall have until the Inspection Objection Deadline to perform due diligence on the Property. However, prior to performing Its Inspections, (a) Buyer shall provide at least one (1) business day's prior written notice thereof to Seller; (b) Seller and/or its agent may be present for all such Inspections; and (c) Buyer shall secure and keep in full force and effect throughout the term of this Contract, the following insurance coverage, at Buyer's sole cost and expense: (i) commercial general liability Insurance, including contractual liability (to specifically include coverage for Buyer's indemnification obligations under this Contract), with such coverage and such limits as may be reasonably requested by Seller; (II) worker's compensation insurance for the employees of Buyer and Buyer's agents and contractors in accordance with applicable state law; and (iII) such other Insurance coverage and limits as may reasonably be requested by Seller; provided, however, that limits of liability can be provided in a combination of comprehensive general liability and umbrella liability policies. Buyer shall also cause all of its agents and contractors to secure and keep in full force and effect during the period in which they have access to the Property insurance coverage of customary types and limits.
- B. Notwithstanding anything in this Contract to the contrary, Buyer shall not be permitted to perform any invasive tests on the Property without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If Buyer desires to perform any invasive tests, then Buyer shall give prior written notice thereof to Seller, which notice shall be accompanied by a description and plan of the invasive tests Buyer desires to perform.

 Notwithstanding any provision in this Contract, In no event shall Buyer have any liability relating to the mere discovery of adverse conditions on the Property not created by Buyer. Seller shall reasonably assist Buyer to obtain any third-party consent required to accommodate Buyer's inspections.
- C. All products and materials resulting from Buyer's inspections (collectively, the "Materials"), shall be the property of Buyer; provided, however, that if Buyer terminates this Contract, upon Seller's sole option and its reimbursement to Buyer of the out-of-pocket costs incurred by Buyer for procurement of the Materials, Buyer shall deliver all of the Materials to Seller and, to the extent assignable, Buyer shall promptly assign to Seller all of Buyer's right, title and

interest in and to such Materials. Notwithstanding the foregoing, if this Contract is terminated due to a Buyer default, at Seller's election, Buyer shall deliver and assign, to the extent assignable, the Materials to Seller without reimbursement by Seller.

30.3 Closing Conditions. The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

- A. Seller shall execute, have acknowledged, and deliver to Buyer a Special Warranty Deed, conveying title to the Property to Buyer.
- B. If Seller owns water rights associated with the Property, Seller shall execute, have acknowledged, and deliver to Buyer a deed conveying water rights associated with the Property at closing.
- C. Seller shall execute and deliver to Buyer an affidavit stating that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
- D. Seller shall execute a Certificate as to Taxpayer Identification Number as required by law.
- E. Seller shall have delivered to Buyer possession of the Property, subject to the leases specified in Section 10.6.1.7 of this contract.
- F. Buyer shall deliver to Seller the Good Funds required by Section 4.4.1 of the contract, and the Title Company shall deliver the Earnest Money to Seller, which Earnest Money shall be applied towards the Purchase Price.
- G. Buyer shall execute a Real Property Transfer Declaration as required by Colorado law.
- H. Seller and Buyer shall each execute and deliver Settlement Statements, showing adjustments and the payment of the costs of the Closing.
- I. Each party shall deliver to the other such other documents, certificates, and the like as may be required herein or as may be necessary or helpful to carry out its obligations under this Contract.

30.4 Real Estate Disclosure. Seller and Buyer acknowledge and agree that Pete Kelly (Seller's Broker) of CBRE, Inc. (Seller's Brokerage Firm) is acting as the Seller's Agent, with respect to the transaction contemplated herein. Seller and Buyer represent that there are no other real estate commissions, finder's fees or broker's fees that have been or will be incurred in connection with this contract or the sale contemplated hereby unless otherwise set forth herein or in a writing signed by the party to be charged.

30.5 No Agency. Notwithstanding any provision in this contract to the contrary, this contract shall not be construed as making Seller or Buyer the partner, agent or joint venturer of the other and the parties shall have no relationship to each other, other than as set forth herein as seller and buyer of real property.

30.6 Items not subject to Exclusions. Without limiting any provision of §2.5, the following items are Inclusions and shall not be removed:

All buildings, structures, exterior fencing, and other improvements affixed to the Property including plumbing, heating, air

842 A 843 C 844 p

conditioning, incinerator, and electrical infrastructure and structures affixed to the Property (except to the extent used for the purpose of handling, confining, or otherwise caring for animals as defined to support the programmatic use of the Animal Shelter ("Seller Business Property"). In reference to para 30.7, any items not specifically stated in the exclusions list shall be treated as inclusions and transferred with the property.

30.7 Exclusions. Per §2.5.4, Exclusions shall be anything the Seller deems required for the programmatic use of the Animal Shelter. No later than thirty (30) days from mutual execution of this contract, Seller shall provide a detailed list of Seller's exclusions. Buyer shall have until the Inspection Objection Deadline to object to the exclusion list in writing.

30.8 Assignment. Seller agrees that Buyer may assign this Contract to another entity owned by, controlled by, or under common control with Buyer or its principals or affiliates, prior to Closing, upon ten (10) days' advanced notice to Seller and Title Company but without further consent from Seller being required.

30.9 Closing. Closing shall be December 31, 2020, or sooner by mutual agreement between Buyer and Seller.

30.10 Once closing has been identified per 30.9, Buyer has the option to market the property for lease as well as conduct site tours. These tours shall be coordinated through the listing broker.

30.11 COVID Extension.

 A. COVID-19 Shutdown Extension. In the event, due to COVID-19, a government entity (e.g.: Clerk and Recorder, etc.) or any third-party providing services or required information, defined as 'Settlement Service Provider' in connection with

the Contract (e.g.: lender, appraiser, title company, surveyor, Owner's Association, etc.) closes its offices, suspends operations or otherwise prevents the Buyer and/or the Seller from timely performance under the Contract as originally contemplated, the outstanding Dates and Deadlines in Section 3.1. of the Contract, will each be extended by the Delay Period and restarting on the date the Buyer and/or Seller are once again able to perform. Buyer or Seller may provide written notice that the preceding services have been impacted related to COVID-19, upon receipt of the notice the Contract shall be considered delayed for the duration of the interruption. The date on which the notice was received shall be the start date for the Delay Period of Contract dates, and the date on which normal business services resume the impacted party shall provide written notice that the Contact has resumed as of the date when normal business resumed. The period of the delay shall be automatically added to the Dates and Deadlines per Section 3.1. If the interruption exceeds 180 days both Buyer and Seller have the option to provide notice of intent to Terminate the contract. Upon delivery of a Termination Notice the receiving party has up to 30 days to close on the property. In the event a closing does not occur during the 30 day Termination period through no fault of the non-closing party then the Contract shall be considered terminated. For example: If the Delay Period was fourteen (14) days and the Appraisal Deadline was scheduled for March 30, 2020, but the appraiser is unable to appraise the property due to a COVID-19 shutdown, the Appraisal Deadline, Appraisal Objection Deadline, Appraisal Resolution Deadline, Closing Date and any other deadline that has not passed in Section #3.1 would all be extended 14 days. The new Appraisal Deadline would be April 14, 2020. The parties understand that, for unforeseen reasons, there could be more than one Delay Period and that two or more Delay Periods might overlap. However, if Buyer and/or Seller is prevented from closing due to governmental entities' and/or Settlement Service Providers' delays, and this Contract terminates, per Section 25.2 of the Contract, all Earnest Money will be returned to the Buyer. Nothing in this section prevents Buyer and Seller from mutually agreeing to amend or extend, in writing, any deadline or other provision in the Contract. Except upon termination, nothing in this provision shall act to otherwise excuse a party's performance under the Contract as amended.

B. COVID-19 Quarantine Extension. In the event either Buyer or Seller is subject to a mandatory quarantine or shelter in place or equivalent order ("Quarantine" or "Quarantined") in accordance with Colorado or federal recommendations concerning COVID-19, the then outstanding Dates and Deadlines in Section 3.1. of the Contract will be extended for the Delay Period from the date the non-Quarantined party receives written notice from the Quarantined party. For example: If the Delay Period was fourteen days (14) and the Closing Date was scheduled for March 30, 2020, but the Buyer sends written notice that Buyer is in Quarantine, then the Closing Date would be extended to April 13, 2020. Nothing in this provision terminates or otherwise excuses a party's performance under the Contract as amended. If the Quarantined party will not be able to perform the terms of the Contract in person (e.g.: attend closing, etc.), the Quarantined party must make other accommodations (e.g.: power of attorney, non-contact closing, etc.). Nothing in this section prevents Buyer and Seller from mutually agreeing to amend or extend, in writing, any deadline or other provision in the Contract. By signing below, both Buyer and Seller waive all confidentiality Buyer and Seller may have regarding COVID-19.

30.12 Within five (5) business days following authorization and approval of Seller's governing board (the "Adams Board Approval") for Seller to enter into this Contract and to perform its obligations hereunder, Seller will provide electronic notice to Buyer in accordance with §§ 27.2 and 27.3 above. The date on which Seller provides proper notice in accordance with this § 30.12 shall be the MEC date, notwithstanding Buyer's receipt (or lack of receipt) of Seller's executed counterpart signature page. Seller will use its best efforts to provide Buyer with a copy of such executed counterpart signature page as soon as possible after the same has been signed. Buyer acknowledges that COVID-19 may result in a delay in Seller's delivery of such counterpart signature page or PDF.

30.13 Notwithstanding the deadlines set forth in § 3.1 or anything to the contrary in this Contract, if Buyer delivers to Seller an effective Title Objection, Appraisal Objection, New ILC or New Survey Objection, Inspection Objection, or Due Diligence Documents Objection, Seller shall have until 10 business days, to allow for internal scheduling to take place, following the next upcoming governing board meeting (or the board meeting thereafter if the agenda therefor has been set prior to the objection) to approve a settlement for such objection ("Board Resolution Deadline"), provided that Seller shall provide notice on or before the deadline set forth in in § 3.1 that such board approval is required. If a settlement is not approved as set forth above or if Seller's governing body's settlement offer differs from the settlement initially submitted, Buyer shall have three (3) business days from the expiration of the Board Resolution Deadline to agree to any such differing settlement terms or to otherwise waive the applicable objection or exercise Buyer's Right to Terminate the Contract pursuant to § 25. For the avoidance of doubt, nothing set forth herein shall confer on Seller a Right to Terminate and nothing set forth herein shall confer on Buyer a Right to Terminate following the applicable termination deadline set forth in §3.1 unless Buyer has timely submitted an objection for which a resolution requires Seller's governing body's approval.

923 924 925		DOCUMENTS. following documents are a part of this Contract:
926		
927 928 929	31.2. The Not applicable	following documents have been provided but are not a part of this Contract:
930		
931		SIGNATURES
	Buyer's Nam	ne: Maroon Creek Ventures, LLC
	CH	9/4/2020
	Buyer's Sign	ature Date
	Address:	1035 Pearl St., Ste. 200
		Boulder, CO 80302
	Phone No.:	303-827-8179
	Fax No.:	
	Email Addres	ss: eric@marooncreekventures.com
932	INOTE: If thi	is offer is being countered or rejected, do not sign this document.]
) <u> </u>	-	
	Seller's Nam	e: Adams County, Colorado
	Seller's Signa	ature - <i>Chair</i> Date
	Address:	4430 South Adams County Pkwy.
		Brighton, CO 80601
	Phone No.:	720.523.6060
	Fax No.:	
	Email Addres	ss: <u>nbeauprez@adcogov.org</u>
933		END OF CONTRACT TO BUY AND SELL REAL ESTATE
		R'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE. leted by Broker working with Buyer)
	Money Hold to Terminate written mutu	Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest er and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the al instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of written mutual instructions, provided the Earnest Money check has cleared.
	Although Bro	oker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.
	Broker is wo	orking with Buyer as a Buyer's Agent Transaction-Broker in this transaction. This is a Change of
	Customo	er. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.
	Brokerage Fi	rm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Dother none
	Broke	erage Firm's Name: Stream Realty

922

Brokerage Firm's License#:		
Broker's Name:	Dominic D'Orio	
Broker's License#:		
	Broker's Signature Date	
Address:	1801 Broadway, Ste. 700	
	Denver, CO 80202	
Phone No.	303.957.5321	
Fax No.:	719.659.6709	
Email Address:	dominic.diorio@streamrealty.com	
33. BROKER'S ACKNOWLEDGN (To be completed by Broker working	MENTS AND COMPENSATION DISCLOSURE. g with Seller)	
Money Holder and, except as provide to Terminate or other written notice written mutual instructions. Such rel	owledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Fired in § 24, if the Earnest Money has not already been returned following reconstruction, Earnest Money Holder shall release the Earnest Money as lease of Earnest Money shall be made within five days of Earnest Money Holders, provided the Earnest Money check has cleared.	ceipt of a Notice directed by the
Although Broker is not a party to the	Contract, Broker agrees to cooperate, upon request, with any mediation reque	sted under § 23.
Broker is working with Seller as a	Seller's Agent Transaction-Broker in this transaction. This is a Ch	nange of Status.
Customer. Broker has no broke	rage relationship with Seller. See § 32 for Broker's brokerage relationship w	vith Buyer.
Brokerage Firm's compensation or co	ommission is to be paid by Seller Buyer Other	
Brokerage Firm's Name:	CBRE, Inc.	
Brokerage Firm's License#:	EC 040035860	_
Broker's Name:	Pete Kelly	_
Broker's License#:	EA 040024504	_
	Broker's Signature Date	-
Address:	3003 E. Harmony Rd., Ste. 300	_
	Fort Collins, CO 80528	_
Phone No.	970. 372.3007	_
Fax No.:	970. 372.3007	_
Email Address:	pete.kelly@cbre.com	_



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020
SUBJECT: Abatements
FROM: Meredith P. Van Horn, Assistant Adams County Attorney;
AGENCY/DEPARTMENT: County Attorney
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the recommendations of the Assessor's Office for the attached abatement petitions.

BACKGROUND:

The Assessor's Office reviewed the attached abatement petitions concerning tax years 2018 and 2019 and has agreed to the abated values for the respective accounts. The findings and recommendations of the Assessor's Office are attached hereto for approval and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Assessor's Office

ATTACHED DOCUMENTS:

Resolution

Summary Findings and Recommendations of the Assessor's Office

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	al impact, pl	ease fully comp	olete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	1 Current Budget	t:			
Total Revenues:				=	
			Object Account	Subledger	Amount
Current Budgeted Operating Exper					
Add'l Operating Expenditure not in		nt Budget:			
Current Budgeted Capital Expendit		2 1 .			
Add'l Capital Expenditure not inclu	ided in Current I	Budget:			
Total Expenditures:				-	
New FTEs requested:	☐ YES	□ NO			
Future Amendment Needed:	YES	□ NO			
Additional Note:					

Revised 06/2016 Page 2 of 2

RESOLUTION APPROVING ABATEMENT PETITIONS AND AUTHORIZING THE REFUND OF TAXES FOR ACCOUNT NUMBERS P0019293, R0182963, R0014585, P0004869, P0019293, R0104680, R0014130, P0036402, R0129953, R0189047, R0194326, and R0183437

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

WHEREAS, the attached petitions for account numbers P0019293, R0182963, R0014585, P0004869, P0019293, R0104680, R0014130, and P0036402, have been processed, reviewed and approved by the Adams County Assessor's Office; and,

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

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

WHEREAS, for account numbers R0129953, R0189047, R0194326, and R0183437, approval by the Board of County Commissioners shall be forwarded as a recommendation to the Colorado Property Tax Administrator for review and approval as required by C.R.S. §§ 39-1-113(3) and 39-2-116.

NOW, THERFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the abatement petitions for account numbers P0019293, R0182963, R0014585, P0004869, P0019293, R0104680, R0014130, and P0036402, are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the resolution approving the petitions for account numbers R0129953, R0189047, R0194326, and R0183437 be forwarded, for review, to the Colorado Property Tax Administrator to approve the abatement petitions for the Property.

	ns				Received Assessor's or Commission	oners' Date Stamp)
Section I: Pe	etitioner, plea	se complete Sec	tion I only.			
Date: 02/28/2	2020					
		Year				
	ame: SONIC					
etitioner's M	lailing Address	PO BOX 469				
ORT SCOT			KS		66701-0469	
	City or Town		Sta	le	Zip Code	
O019293	R PARCEL NUM	VIBER(S)		ADDRESS OR LEG	GAL DESCRIPTION C	OF PROPERTY
bove proper lescribe why evying, cleric	ty for property the taxes have al error or ove	tax year(s) 2018 e been levied erro rvaluation. Attach	and 2019 neously or illeg additional she	are incorrect gally, whether due eets if necessary.)	that the taxes asset for the following re to erroneous valual 0037256) for 2019.	asons: (Briefly tion, irregularity in
Aug S. Day on	-2-2-5	÷ 133	444 00	2018	• 97 868 00	/2019
etitioner's e	estimate of va	lue: \$,444.00 Value	(2018) and :	Value	Year (
the Board of Co	ounty Commission in for refund or abs	ed when petition is s ters, pursuant to § 39- atement of taxes in wh	submitted by an a 10-114(1), C.R.S., tole or in part, the f	or the Property Tax Adr Petitioner may appeal to	ministrator, pursuant to o the Board of Assessm	
	0, 500 2-120, 0,1				111 5/11 CPS	ent Appeals pursuan
		Asses	ssor's Reco	mmendation	-114.5(1), C.R.S.	ent Appeals pursuan
		Asses		mmendation se Only)		ent Appeals pursuan
	Actual	Asses	ssor's Reco	mmendation se Only)	Tax Year	ent Appeals pursuan
	Actual	Asses	ssor's Reco	mmendation se Only)	Тах Үөэг	
ection II:	Actual	Asses	ssor's Reco	mmendation se Only)	Тах Үөэг	
Original .	Actual	Asses	ssor's Reco	mmendation se Only)	Тах Үөэг	
Original Corrected bate/Refund		Asses	SSOR'S RECO For Assessor's Us Tax	mmendation se Only)	Тах Үөэг	
Original Corrected bate/Refund Assessor	recommends abatement is base	Assessed Assessed Assessed approval as outed upon the grounds of	SSOR'S RECO For Assessor's Us Tax Slined above.	mmendation se Only) Actual	Тах Үөэг	Tex an objection or prote
Original Corrected bate/Refund Assessor the request for such valuation	recommends abatement is base has been filed an	Assessed Assessed Assessed approval as outed upon the grounds of	Tax Sined above.	mmendation se Only) Actual a abatement or refund o alled to the taxpayer, §	Tax YearAssessed	Tax an objection or prote
Original Corrected bate/Refund Assessor	recommends abatement is base has been filed and	Assessed Tax Year Assessed s approval as out	Tax lined above. of overvaluation, no nation has been ma	mmendation se Only) Actual abatement or refund o alled to the taxpayer, § protest was filed, pleas	Tax YearAssessed Assessed If taxes shall be made if 39-10-114(1)(a)(l)(D), C	an objection or prote R.S.
Original Corrected bate/Refund Assessor the request for a such valuation ax year:	recommends abatement is base has been filed an Protest? Protest?	Assessed Tax Year Assessed s approval as out ed upon the grounds of d a Notice of Determin	Ined above. f overvaluation, no nation has been ma	Actual a abalement or refund of alled to the taxpayer, § protest was filed, pleasorotest was filed, p	Assessed Assessed of taxes shall be made if 39-10-114(1)(a)(l)(D), C se attach a copy of the	an objection or prote R.S.
Original Corrected bate/Refund Assessor the request for a such valuation ax year:	recommends abatement is base has been filed an Protest? Protest?	Assessed Tax Year Assessed approval as outed upon the grounds of a Notice of Determine No	Ined above. f overvaluation, no nation has been ma	Actual a abalement or refund of alled to the taxpayer, § protest was filed, pleasorotest was filed, p	Assessed Assessed of taxes shall be made if 39-10-114(1)(a)(l)(D), C se attach a copy of the	Tax an objection or prote .R.S.

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

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

Section III: Written Mutual	Agreement of Assessor and Petitioner (Only for abatements up to \$10,000)
abatement or refund in an amount of \$ property, in accordance with § 39-1-11	County authorize the Assessor by Resolution No. fund and to settle by written mutual agreement any such petition for 10,000 or less per tract, parcel, or lot of land or per schedule of personal 3(1.5), C.R.S. Ily agree to the values and tax abatement/refund of:
Tax Year _	
·	essed Tax
Original	
Corrected	
Abate/Refund	
Note: The total tax amount does not include acc applicable. Please contact the County Treasure	rued interest, penalties, and fees associated with late and/or delinquent tax payments, if or for full payment information.
Petitioner's Signature	Date
Assessor's or Deputy Assessor's Signature	Date
Section IV: Decision (Must be completed if Section III does not ap	on of the County Commissioners
WHEREAS, the County Commissioner	s of County, State of Colorado, at a duly and lawfully
called regular meeting held on/_	/, at which meeting there were present the following members:
Month	Day Year
	portunity to be present having been given to the Petitioner and the Assessor
of said County and Assessor	(being presentnot present) and
PetitionerName	(being presentnot present), and WHEREAS, the said
County Commissioners have carefully NOW BE IT RESOLVED that the Board	considered the within petition, and are fully advised in relation thereto, d (agreesdoes not agree) with the recommendation of the Assessor, proved in partdenied) with an abatement/refund as follows:
Year Assessed Value Taxes	Abate/Refund
	Chairperson of the Board of County Commissioners' Signature
I,	County Clerk and Ex-Officio Clerk of the Board of County Commissioners do hereby certify that the above and foregoing order is truly copied from the of County Commissioners.
	unto set my hand and affixed the seal of said County
this day of	Year Year
	County Clerk's or Deputy County Clerk's Signature
Note: Abatements greater than \$10,000 per sch	edule, per year, must be submitted in duplicate to the Property Tax Administrator for review.
Section V: Action	n of the Property Tax Administrator
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(For all abatements greater than \$10,000)
The action of the Board of County Com ☐ Approved ☐ Approved in part \$	missioners, relative to this petition, is hereby Denied for the following reason(s):
Secretary's Signature	Property Tax Administrator's Signature Date

	ABATEMENT FO	R TAX YEAR:	2018	
	TODAYS DATE	02/28/20		
BUSINESS NAME:	SONIC DRIVE	IN		
ACCOUNT NUMBER:	P0019293			
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$174,556	\$50,620	100.427	\$5,083.6
REVISED VALUE	\$133,444	\$38,700	100.427	\$3,886.52
ABATED VALUE	\$41,112	\$11,920	100.427	\$1,197.09
TI GOUDIE ASSESSEU IO	r 2018 & 2019.			
	SSESSMENT FO	OR TAX YEAR:		
		OR TAX YEAR:		
ADDED A		R TAX YEAR:		
ADDED A BUSINESS NAME: ACCOUNT NUMBER:		OR TAX YEAR:		
ADDED A BUSINESS NAME: ACCOUNT NUMBER:		OR TAX YEAR:	MILL	TAX
ADDED A BUSINESS NAME: ACCOUNT NUMBER:	SSESSMENT FO		MILL	TAX DOLLARS
ADDED A BUSINESS NAME:	SSESSMENT FO	ASSESSED		
ADDED A BUSINESS NAME: ACCOUNT NUMBER: PARCEL NUMBER:	SSESSMENT FO	ASSESSED VALUE		DOLLARS

	ns				Received Assessor's or Commission	oners' Date Stamp)
Section I: Pe	etitioner, plea	se complete Sec	tion I only.			
Date: 02/28/2	2020					
		Year				
	ame: SONIC					
etitioner's M	lailing Address	PO BOX 469				
ORT SCOT			KS		66701-0469	
	City or Town		Sta	le	Zip Code	
O019293	R PARCEL NUM	VIBER(S)		ADDRESS OR LEG	GAL DESCRIPTION C	OF PROPERTY
bove proper lescribe why evying, cleric	ty for property the taxes have al error or ove	tax year(s) 2018 e been levied erro rvaluation. Attach	and 2019 neously or illeg additional she	are incorrect gally, whether due eets if necessary.)	that the taxes asset for the following re to erroneous valual 0037256) for 2019.	asons: (Briefly tion, irregularity in
Aug S. Day on	-2-2-5	÷ 133	444 00	2018	• 97 868 00	/2019
etitioner's e	estimate of va	lue: \$,444.00 Value	(2018) and :	Value	Year (
the Board of Co	ounty Commission in for refund or abs	ed when petition is s ters, pursuant to § 39- atement of taxes in wh	submitted by an a 10-114(1), C.R.S., tole or in part, the f	or the Property Tax Adr Petitioner may appeal to	ministrator, pursuant to o the Board of Assessm	
	0, 500 2-120, 0,1				111 5/11 CPS	ent Appeals pursuan
		Asses	ssor's Reco	mmendation	-114.5(1), C.R.S.	ent Appeals pursuan
		Asses		mmendation se Only)		ent Appeals pursuan
	Actual	Asses	ssor's Reco	mmendation se Only)	Tax Year	ent Appeals pursuan
	Actual	Asses	ssor's Reco	mmendation se Only)	Тах Үөэг	
ection II:	Actual	Asses	ssor's Reco	mmendation se Only)	Тах Үөэг	
Original .	Actual	Asses	ssor's Reco	mmendation se Only)	Тах Үөэг	
Original Corrected bate/Refund		Asses	SSOR'S RECO For Assessor's Us Tax	mmendation se Only)	Тах Үөэг	
Original Corrected bate/Refund Assessor	recommends abatement is base	Assessed Assessed Assessed approval as outed upon the grounds of	SSOR'S RECO For Assessor's Us Tax Slined above.	mmendation se Only) Actual	Тах Үөэг	Tex an objection or prote
Original Corrected bate/Refund Assessor the request for such valuation	recommends abatement is base has been filed an	Assessed Assessed Assessed approval as outed upon the grounds of	Tax Sined above.	mmendation se Only) Actual a abatement or refund o alled to the taxpayer, §	Tax YearAssessed	Tax an objection or prote
Original Corrected bate/Refund Assessor	recommends abatement is base has been filed and	Assessed Tax Year Assessed s approval as out	Tax lined above. of overvaluation, no nation has been ma	mmendation se Only) Actual abatement or refund o alled to the taxpayer, § protest was filed, pleas	Tax YearAssessed Assessed If taxes shall be made if 39-10-114(1)(a)(l)(D), C	an objection or prote R.S.
Original Corrected bate/Refund Assessor the request for a such valuation ax year:	recommends abatement is base has been filed an Protest? Protest?	Assessed Tax Year Assessed s approval as out ed upon the grounds of d a Notice of Determin	Ined above. f overvaluation, no nation has been ma	Actual a abalement or refund of alled to the taxpayer, § protest was filed, pleasorotest was filed, p	Assessed Assessed of taxes shall be made if 39-10-114(1)(a)(l)(D), C se attach a copy of the	an objection or prote R.S.
Original Corrected bate/Refund Assessor the request for a such valuation ax year:	recommends abatement is base has been filed an Protest? Protest?	Assessed Tax Year Assessed approval as outed upon the grounds of a Notice of Determine No	Ined above. f overvaluation, no nation has been ma	Actual a abalement or refund of alled to the taxpayer, § protest was filed, pleasorotest was filed, p	Assessed Assessed of taxes shall be made if 39-10-114(1)(a)(l)(D), C se attach a copy of the	Tax an objection or prote .R.S.

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

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Section III: Written Mutual	Agreement of Assessor and Petitioner (Only for abatements up to \$10,000)
abatement or refund in an amount of \$ property, in accordance with § 39-1-11	County authorize the Assessor by Resolution No. fund and to settle by written mutual agreement any such petition for 10,000 or less per tract, parcel, or lot of land or per schedule of personal 3(1.5), C.R.S. Ily agree to the values and tax abatement/refund of:
Tax Year _	
·	essed Tax
Original	
Corrected	
Abate/Refund	
Note: The total tax amount does not include acc applicable. Please contact the County Treasure	rued interest, penalties, and fees associated with late and/or delinquent tax payments, if or for full payment information.
Petitioner's Signature	Date
Assessor's or Deputy Assessor's Signature	Date
Section IV: Decision (Must be completed if Section III does not ap	on of the County Commissioners
WHEREAS, the County Commissioner	s of County, State of Colorado, at a duly and lawfully
called regular meeting held on/_	/, at which meeting there were present the following members:
Month	Day Year
	portunity to be present having been given to the Petitioner and the Assessor
of said County and Assessor	(being presentnot present) and
PetitionerName	(being presentnot present), and WHEREAS, the said
County Commissioners have carefully NOW BE IT RESOLVED that the Board	considered the within petition, and are fully advised in relation thereto, d (agreesdoes not agree) with the recommendation of the Assessor, proved in partdenied) with an abatement/refund as follows:
Year Assessed Value Taxes	Abate/Refund
	Chairperson of the Board of County Commissioners' Signature
I,	County Clerk and Ex-Officio Clerk of the Board of County Commissioners do hereby certify that the above and foregoing order is truly copied from the of County Commissioners.
	unto set my hand and affixed the seal of said County
this day of	Year Year
	County Clerk's or Deputy County Clerk's Signature
Note: Abatements greater than \$10,000 per sch	edule, per year, must be submitted in duplicate to the Property Tax Administrator for review.
Section V: Action	n of the Property Tax Administrator
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(For all abatements greater than \$10,000)
The action of the Board of County Com ☐ Approved ☐ Approved in part \$	missioners, relative to this petition, is hereby Denied for the following reason(s):
Secretary's Signature	Property Tax Administrator's Signature Date

	ABATEMENT FO	R TAX YEAR:	2018	
	TODAYS DATE	02/28/20		
BUSINESS NAME:	SONIC DRIVE	IN		
ACCOUNT NUMBER:	P0019293			
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$174,556	\$50,620	100.427	\$5,083.6
REVISED VALUE	\$133,444	\$38,700	100.427	\$3,886.52
ABATED VALUE	\$41,112	\$11,920	100.427	\$1,197.09
TI GOUDIE ASSESSEU IO	r 2018 & 2019.			
	SSESSMENT FO	OR TAX YEAR:		
		OR TAX YEAR:		
ADDED A		R TAX YEAR:		
ADDED A BUSINESS NAME: ACCOUNT NUMBER:		OR TAX YEAR:		
ADDED A BUSINESS NAME: ACCOUNT NUMBER:		OR TAX YEAR:	MILL	TAX
ADDED A BUSINESS NAME: ACCOUNT NUMBER:	SSESSMENT FO		MILL	TAX DOLLARS
ADDED A BUSINESS NAME:	SSESSMENT FO	ASSESSED		
ADDED A BUSINESS NAME: ACCOUNT NUMBER: PARCEL NUMBER:	SSESSMENT FO	ASSESSED VALUE		DOLLARS

Ken Musso

Assessor



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



AUG 18 2020

	COUNTY BOARD (OF EQUALIZATION		ACO 10 ZUZU
	STIPULATION (As	to Tax Year(s) 2019	9-2020 Actua / N	OFFICE OF THE AMS (8) UNTY ASSESSOR
1.	The property subject to Schedule No. (S): R0		Parcel N0.(S) 157	'3-16-0-03-028
2.	The subject property i	s classified as a Residen	ntial property.	
3.	-	originally assigned the x year(s)	-	value to the
	Land Improvements Total	\$192,750 \$310,179 \$502,929		
4.	•	Assessor has reviewed to the valuation for the	•	
	Land	\$192,750		
1	Improvements	\$113,580		
<i>;</i>	Total	\$306,330		
5.		agreement, the Petitioner or appeal of the val		
DATED thi	s: August 11, 2020			
DIM	MEAN	Maldonado	Digitally signed by Jeff Maldonado DN: cn=Jeff Maldonado, o, ou, email=jemaldonado@adcogov.org, c=US Date: 2020.08.11 13:57:38-06'00'	
Petitioner's	Representative			_
Dirk H. McL	ean	A 15		
14556 Peco		Assessor Represe		
Westminste	- Co. 80023	Adams County A	ssessor's Uffice	

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

Parcel No: 1573-16-0-03-028 Date Filed: March 3, 2020 Account No: R0014585 Petition Year: 2019

Owner Entity: Dirk H. McLean Owner Address: 14556 Pecos St Owner City: Westminster

State: Co SECT, TWN,RNG: 16-1-68 DESC: PT OF PLOT 52 Property Location:

TYPE	OCC	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRAN			
TIFE	CODE		Actual Value	Assessed Value		Actual Value	Assessed Value	ORIGINAL TAX WARRAN	
REAL	100	L:			L:	\$192,750	\$13,780	A. Ratio	7.15%
NEAL	100	l:			l:	\$310,179	\$22,180	Mill Levy	101.548
TO	TALS :		\$250,000	\$17,880		\$502,929	\$35,960	Original Tax	\$3,652

Petitioner's Statement :

Area left blank.

Assessor's Report Situation :

Condition/type of improvement warrants adjustment.

Action :

Value adjusted / Stipulated with petitioner

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TVDE	OCC	ASSESSOR'S ASSIGNED VALUE				RECOMMENDE	REVISED TAX	WARRANT	
TYPE	CODE		Actual Value	Assessed Value		Actual Value	Assessed Value	Tax Refund	
REAL		L:	\$192,750	\$13,780	L:	\$192,750	\$13,780		\$1,427.77
NEAL		1:	\$310,179	\$22,180	I:	\$113,580	\$8,120	Revised Tax	
TO	TALS :		\$502,929	\$35,960		\$306,330	\$21,900		\$2,223.90

Jeff Maldonado

August 26, 2020

Appraiser

Ad Valorem Appraiser

Tax Exempt Portion

County: ADAMS			Date Received(Use Assessor's or Cor	REC	EIVED
Section I: Petitioner, please co	omplete Section	l only.		MAR (3 2020 OF THE
Petitioner's Name:	NEW NEW	16LEAN		ADAMS COU	TY ASSESSOI
Petitioner's Mailing Address:	ER	OLO.	800	223	
City or Town		State	Zip Co	de	
O1573160030		RTY ADDRESS OR 56 PEC	DS ST.	OF PROPERTY	er Vije
		7 -3 11 - 2 - 3	Control Market	80033	
Petitioner requests an abatemen above property for the property to the taxes have been levied erron clerical error, or overvaluation. A	ax year 2010 eously or illegally	are incorrect whether due to e	for the following reason proneous valuation, irre	ns: (Briefly describe wh	1
Petitioner's estimate of value:	<u>,24</u>	50,000/	2019		
I declare, under penalty of perjun or statements, has been prepared true, correct, and complete.		me, and to the be	st of my knowledge, in		, down
Petitioner's Signature		Email DI	RICMCLEAN	ecomensi	
ByAgent's Signature*		Daytime Pho	ne Number ()		
Printed Name:		Email			•
*Letter of agency must be attached wh	en petition is subm	itted by an agent.			
if the Board of County Commissioners, prodenles the petition for refund or abatement to the provisions of § 39-2-125, C.R.S., w	nt of taxes in whole or	r in part, the Petitioner	may appeal to the Board of /	Assessment Appeals pursuant	
Section II:		Recommenda ssor's Use Only)	tion	,	7
Tax <u>Actual</u>	Assessed	<u>Tax</u>			
Original				%.	
Corrected					
Abate/Refund					·
Assessor recommends app	roval as outlined	d above.			_·
If the request for abatement is based upo to such valuation has been filed and a No	n the grounds of over tice of Determination	rvaluation, no abateme has been mailed to the	nt or refund of taxes shall be taxpayer, § 39-10-114(1)(a	made if an objection or protes)(I)(D), C.R.S.	at .
Tax year: Protest?	_		attach a copy of the NOD.)		
Assessor recommends deni	ial for the follow	ring reason(s):			·
			Assessor's or Deputy	Assessor's Signature	-

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

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

Section III:	Written		ent of Asses	ssor and Petition to \$10,000)	er
abatement or re	ns for abater fund in an ar	nent or refund and t mount of \$10,000 or § 39-1-113(1.5), C.	o settle by writte less per tract, p	thorize the Assessor I en mutual agreement parcel, or lot of land o	py Resolution No. any such petition for r per schedule of personal
The Assessor	and Petition	er mutually agree	to the values a	nd tax abatement/re	fund of:
		Tax Year			
	Actual	Assessed	Tax		
Original			_		•
_				•	
Corrected		· - · · · ·			
Abate/Refund			-		
		t include accrued interest nty Treasurer for full pay		s associated with late and/	or delinquent tax payments, if
					•
Petitioner's Signat	ure		Date	· · · · · · · · · · · · · · · · · · ·	
				•	·
Assessor's or Dep	uty Assessor's	Signature	Date	,	1
Section IV: (Must be complete	d if Section III	Decision of th	e County Co	mmissioners	
					lorado, at a duly and lawfully
called regular m	eeting held o			eting there were pres	sent the following members:
		Month Day Yea	ar 		
with notice of su	ch meeting a	and an opportunity to	be present ha	ving been given to the	Petitioner and the Assessor
of said County a	ind Assessor			(being	presentnot present) and
Petitioner	N	ame			and WHEREAS, the said
NOW BE IT RE	SOLVED tha	t the Board (agrees	does not agre		rised in relation thereto, ndation of the Assessor, fund as follows:
Year Ass	essed Value	Taxes Abate/Refur	id , .		
			Chaire	person of the Board of Co	ounty Commissioners' Signature
			certify that the	above and foregoing	ard of County Commissioners order is truly copied from the
IN WITNESS W	HEREOF. I I	nave hereunto set m	v hand and affi	ed the seal of said C	ountv
this	_		, and sill		
	~~y VI	Month	Year		
				County Clark's or D	eputy County Clerk's Signature
A1.4. A1. 4	aa	and t			
Note: Abatements (reater than \$10	,ooo perschedule, per y	ear, must be submil	ted in auplicate to the Prop	perty Tax Administrator for review.
			-		
Section V:			Property Ta patements greater	x Administrator	
The action of the	Board of C	ounty Commissioner	rs, relative to thi	s petition, is hereby	
☐ Approved ☐	Approved in	n part \$	🗆	Denied for the follow	ing reason(s):
	,				
					•
Secret	ary's Signature		Property Tax Ad	ministrator's Signature	Date

PETITION FOR ABATEMENT OR REFUND OF TAX (Use Assessor's or Commissioners' Date Stamp) AUG 13 2020 Section I: Petitioner, please complete Section I only. 9090 OFFICE OF THE Day COUNTY ASSESSOR Petitioner's Name: AMMS Petitioner's Mailing Address: EKINDOM City or Town PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY SCHEDULE OR PARCEL NUMBER(S) <u>Wasnington</u> Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year ________ are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.

Business mezcycl with Continental Divide fence Inc. located 50010 PCCOS Street. Equipment was moved to P0003508. ound Assesson Department error. Petitioner's estimate of value: I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete Daytime Phone Number (Email CCMQUER adCOGOU.ORC Daytime Phone Number (120) 53 °C Agent's Signature* Printed Name: ______ *Latter of agency must be attached when petition is submitted by an agent. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S. Section II: Assessor's Recommendation (For Assessor's Use Only) <u>Actual</u> <u>Assessed</u> Tax Original Corrected Abate/Refund Assessor recommends approval as outlined above. If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S. _ Protest? 🔲 No ☐ Yes (If a protest was fited, please attach a copy of the NOD.) Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

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

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

Section III: Written Mutual Ag	reement of Assessor and Petitioner (Only for abatements up to \$10,000)
The Commissioners of to review petitions for abatement or refund abatement or refund in an amount of \$10, property, in accordance with § 39-1-113(1)	County authorize the Assessor by Resolution No. d and to settle by written mutual agreement any such petition for 000 or less per tract, parcel, or lot of land or per schedule of personal .5), C.R.S.
The Assessor and Petitioner mutually a	agree to the values and tax abatement/refund of:
Tax Year	· · ·
Actual Assess	ed <u>Tax</u>
Original	
Corrected	
Abate/Refund	
Note: The total tax amount does not include accrued applicable. Please contact the County Treasurer for	I Interest, penalties, and fees associated with late and/or delinquent tax payments, if full payment information.
Petitioner's Signature	Data
Assessor's or Deputy Assessor's Signature	Date
Section IV: Decision (Must be completed if Section III does not apply)	of the County Commissioners
	fCounty, State of Colorado, at a duly and lawfully
called regular meeting held on/_ Month Day	, at which meeting there were present the following members: Year
with notice of such meeting and an opport	unity to be present having been given to the Petitioner and the Assessor
of said County and Assessor	(being presentnot present) and
Petitloner Name	(being present-not present), and WHEREAS, the said
County Commissioners have carefully cor NOW BE IT RESOLVED that the Board (a	nsidered the within petition, and are fully advised in relation thereto, agreesdoes not agree) with the recommendation of the Assessor, byed in partdenied) with an abatement/refund as follows:
Year Assessed Value Taxes Aba	te/Refund
	Chairperson of the Board of County Commissioners' Signature
	County Clerk and Ex-Officio Clerk of the Board of County Commissioners nereby certify that the above and foregoing order is truly copied from the County Commissioners.
IN WITNESS WHEREOF, I have hereunto	set my hand and affixed the seal of said County
this day of	Year
	County Clerk's or Deputy County Clerk's Signature
Note: Abstamonte granter line \$10,000 accordes	
note. Abatements greater man \$10,000 per schedu	ile, per year, must be submitted in duplicate to the Property Tax Administrator for review.
	of the Property Tax Administrator
The action of the Board of County Commi	ssioners, relative to this petition, is hereby
	Denied for the following reason(s):
Secretary's Signature	Property Tax Administrator's Signature Date

	ABATEMENT FOR TAX YEAR:			
•	TODAYS DATE	08/13/20		
BUSINESS NAME:	MERCHANT M	IETALS		
ACCOUNT NUMBER:	P0004869			
PARCEL NUMBER:				<u></u>
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$46,750	\$13,560	119.274	\$1,617.36
REVISED VALUE		- \$0	119.274	\$0.00
ABATED VALUE	\$46,750	\$13,560	119.274	\$1,617.36
DEPARTMENT ERROR				२
DEPARTMENT ERROR				
	SESSMENT FO	R TAX YEAR:		
		R TAX YEAR:		
ADDED AS		R TAX YEAR:		
ADDED AS		R TAX YEAR:		
ADDED AS BUSINESS NAME: ACCOUNT NUMBER:		R TAX YEAR:	MILL	TAX
ADDED AS BUSINESS NAME: ACCOUNT NUMBER:	SESSMENT FO		MILL LEVY	
ADDED AS BUSINESS NAME: ACCOUNT NUMBER:	SESSMENT FO	ASSESSED		TAX
ADDED AS BUSINESS NAME: ACCOUNT NUMBER: PARCEL NUMBER:	SESSMENT FO	ASSESSED VALUE		TAX DOLLARS \$0.00

	ns				Received Assessor's or Commission	oners' Date Stamp)
Section I: Pe	etitioner, plea	se complete Sec	tion I only.			
Date: 02/28/2	2020					
		Year				
	ame: SONIC					
etitioner's M	lailing Address	PO BOX 469				
ORT SCOT			KS		66701-0469	
	City or Town		Sta	le	Zip Code	
O019293	R PARCEL NUM	VIBER(S)		ADDRESS OR LEG	GAL DESCRIPTION C	OF PROPERTY
bove proper lescribe why evying, cleric	ty for property the taxes have al error or ove	tax year(s) 2018 e been levied erro rvaluation. Attach	and 2019 neously or illeg additional she	are incorrect gally, whether due eets if necessary.)	that the taxes asset for the following re to erroneous valual 0037256) for 2019.	asons: (Briefly tion, irregularity in
Aug S. Day on	-2-2-5	÷ 133	444 00	2018	• 97 868 00	/2019
etitioner's e	estimate of va	lue: \$,444.00 Value	(2018) and :	Value	Year (
the Board of Co	ounty Commission in for refund or abs	ed when petition is s ters, pursuant to § 39- atement of taxes in wh	submitted by an a 10-114(1), C.R.S., tole or in part, the f	or the Property Tax Adr Petitioner may appeal to	ministrator, pursuant to o the Board of Assessm	
	0, 500 2-120, 0,1				111 5/11 CPS	ent Appeals pursuan
		Asses	ssor's Reco	mmendation	-114.5(1), C.R.S.	ent Appeals pursuan
		Asses		mmendation se Only)		ent Appeals pursuan
	Actual	Asses	ssor's Reco	mmendation se Only)	Tax Year	ent Appeals pursuan
	Actual	Asses	ssor's Reco	mmendation se Only)	Тах Үөэг	
ection II:	Actual	Asses	ssor's Reco	mmendation se Only)	Тах Үөэг	
Original .	Actual	Asses	ssor's Reco	mmendation se Only)	Тах Үөэг	
Original Corrected bate/Refund		Asses	SSOR'S RECO For Assessor's Us Tax	mmendation se Only)	Тах Үөэг	
Original Corrected bate/Refund Assessor	recommends abatement is base	Assessed Assessed Assessed approval as outed upon the grounds of	SSOR'S RECO For Assessor's Us Tax Slined above.	mmendation se Only) Actual	Тах Үөэг	Tex an objection or prote
Original Corrected bate/Refund Assessor the request for such valuation	recommends abatement is base has been filed an	Assessed Assessed Assessed approval as outed upon the grounds of	Tax Sined above.	mmendation se Only) Actual a abatement or refund o alled to the taxpayer, §	Tax YearAssessed	Tax an objection or prote
Original Corrected bate/Refund Assessor	recommends abatement is base has been filed and	Assessed Tax Year Assessed s approval as out	Tax lined above. of overvaluation, no nation has been ma	mmendation se Only) Actual abatement or refund o alled to the taxpayer, § protest was filed, pleas	Tax YearAssessed Assessed If taxes shall be made if 39-10-114(1)(a)(l)(D), C	an objection or prote R.S.
Original Corrected bate/Refund Assessor the request for a such valuation ax year:	recommends abatement is base has been filed an Protest? Protest?	Assessed Tax Year Assessed s approval as out ed upon the grounds of d a Notice of Determin	Ined above. f overvaluation, no nation has been ma	Actual a abalement or refund of alled to the taxpayer, § protest was filed, pleasorotest was filed, p	Assessed Assessed of taxes shall be made if 39-10-114(1)(a)(l)(D), C se attach a copy of the	an objection or prote R.S.
Original Corrected bate/Refund Assessor the request for a such valuation ax year:	recommends abatement is base has been filed an Protest? Protest?	Assessed Tax Year Assessed approval as outed upon the grounds of a Notice of Determine No	Ined above. f overvaluation, no nation has been ma	Actual a abalement or refund of alled to the taxpayer, § protest was filed, pleasorotest was filed, p	Assessed Assessed of taxes shall be made if 39-10-114(1)(a)(l)(D), C se attach a copy of the	Tax an objection or prote .R.S.

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

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

Section III: Written Mutual	Agreement of Assessor and Petitioner (Only for abatements up to \$10,000)
abatement or refund in an amount of \$ property, in accordance with § 39-1-11	County authorize the Assessor by Resolution No. fund and to settle by written mutual agreement any such petition for 10,000 or less per tract, parcel, or lot of land or per schedule of personal 3(1.5), C.R.S. Ily agree to the values and tax abatement/refund of:
Tax Year _	
·	essed Tax
Original	
Corrected	
Abate/Refund	
Note: The total tax amount does not include acc applicable. Please contact the County Treasure	rued interest, penalties, and fees associated with late and/or delinquent tax payments, if or for full payment information.
Petitioner's Signature	Date
Assessor's or Deputy Assessor's Signature	Date
Section IV: Decision (Must be completed if Section III does not ap	on of the County Commissioners
WHEREAS, the County Commissioner	s of County, State of Colorado, at a duly and lawfully
called regular meeting held on/_	/, at which meeting there were present the following members:
Month	Day Year
	portunity to be present having been given to the Petitioner and the Assessor
of said County and Assessor	(being presentnot present) and
PetitionerName	(being presentnot present), and WHEREAS, the said
County Commissioners have carefully NOW BE IT RESOLVED that the Board	considered the within petition, and are fully advised in relation thereto, d (agreesdoes not agree) with the recommendation of the Assessor, proved in partdenied) with an abatement/refund as follows:
Year Assessed Value Taxes	Abate/Refund
	Chairperson of the Board of County Commissioners' Signature
I,	County Clerk and Ex-Officio Clerk of the Board of County Commissioners do hereby certify that the above and foregoing order is truly copied from the of County Commissioners.
	unto set my hand and affixed the seal of said County
this day of	Year Year
	County Clerk's or Deputy County Clerk's Signature
Note: Abatements greater than \$10,000 per sch	edule, per year, must be submitted in duplicate to the Property Tax Administrator for review.
Section V: Action	n of the Property Tax Administrator
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(For all abatements greater than \$10,000)
The action of the Board of County Com ☐ Approved ☐ Approved in part \$	missioners, relative to this petition, is hereby Denied for the following reason(s):
Secretary's Signature	Property Tax Administrator's Signature Date

	ABATEMENT FO			
	TODAYS DATE	02/28/20		
BUSINESS NAME:	SONIC DRIVE	IN		
ACCOUNT NUMBER:	P0019293			
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$165,983	\$48,140	100.427	\$4,834.56
REVISED VALUE	\$97,868	\$28,380	100.427	\$2,850.12
ABATED VALUE	\$68,115	\$19,760	100.427	\$1,984.44
ADDED A	SSESSMENT FO	R TAX YEAR:		
	SSESSMENT FO	R TAX YEAR:		
ADDED A BUSINESS NAME: ACCOUNT NUMBER:	SSESSMENT FO	R TAX YEAR:		
BUSINESS NAME:	SSESSMENT FO	R TAX YEAR:		
BUSINESS NAME: ACCOUNT NUMBER:	SSESSMENT FO	R TAX YEAR:	MILL	TAX
BUSINESS NAME: ACCOUNT NUMBER:			MILL	TAX DOLLARS
BUSINESS NAME: ACCOUNT NUMBER:	ACTUAL	ASSESSED		
BUSINESS NAME: ACCOUNT NUMBER: PARCEL NUMBER:	ACTUAL	ASSESSED VALUE		DOLLARS

Ken Musso Assessor

5433 Shoshone St Denver, CO 80221

ADAMS COUNTY

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

6

	•			
	COUNTY BOARD OF	EQUALIZATION	N	
	STIPULATION (As to	Tax Year(s)	2019 Act	ual Value(s))
1.	The property subject to t Schedule No. (S): R010		Parcel N0.(S)	01825-17-1-04-01
2.	The subject property is c	lassified as a Resid	dential propert	y.
3.	The County Assessor of subject property for tax y		_	actual value to the
	Land	\$113,000	0	
	Improvements	\$273,202		
	Total	\$386,202		
4.	The Adams County Assets following adjustment to 2019:			~
•	Land	\$113,00	0	
	Improvements	\$87,00		
	Total	\$200,000		
5.	By entering into this agr up rights to further year(s) 2019			
DATED this:		A		
Meni	1. Van	(A)	XIII	
Petitioner's R	epresentative	Assessor Repre	esentativo	
Genevieve G \	/arela	Adams County	Assessor's Offi	ice

ASSESSOR'S RECOMMENDATION BOARD OF COUNTY COMMISSIONERS

Account No: R0104680

Parcel No: 01825-17-1-04-016

Date Filed:

Petition Year: 2019

Owner Entity: Genevieve G Varela

Owner Address: 5433 Shoshone St

Owner City: Denver

State: CO, 80221

Property Location: WESTMOORLAND RESUBD OF LOT:23 (aka: 2872 W 55th Ave)

11000	7		 (<u> </u>		
TYPE	OCC	PETITIONER'S REQUESTED VALUES			ASSESSOR'S ASSIGNED VALUES		OBIGINIAL	TAX WARRANT
LITE	CODE	Actual Value	Assessed Value		Actual Value	Assessed Value	ORIGINAL	
DEAL	100	L: \$113,000	\$8,080	L:	\$113,000	\$8,080	A. Ratio	7.15%
REAL	100	l: \$87,000	\$6,221	1:	\$273,202	\$19,530	Mill Levy	122.695
TO	TALS:	\$200,000	\$14,300		\$386,202	\$27,610	Original Tax	\$3,387.61

Petitioner's Statement:

Value too high.

Assessor's Report

Situation:

The subject is a 1.5 story home built in 1926. The home is 1162 sf with 3 bedrooms and 1 bath.

Action:

Inspected this property with the owner on 02.26.2020 at about 9am. This was a rental until a tenant did major damage to the interior of the home. The home is currently unhabitable. Drywall removed from walls, kitchen damaged with picks. Bathroom fixtures removed and more. The home will be set to salvage value. Owners appealed in May 2020. Therefore the owners are filing for an abatement. The damage occurred about 5 years ago and has not been rented since due to the condition.

Recommendation:

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TVDE	occ	ASSESSOR'S ASSIGNED VALUE		RECOMMEND	REVISED TAX WARRANT		
TYPE	CODE	Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund	
REAL	100	L: \$113,000 I: \$273,202		• •	\$8,080 \$6,220	Revised Tax	\$1,633.07
TOT	ALS :	\$386,202			\$14,300	neviseu rax	\$1,754.54

Eric 7 Norberg

August 21, 2020

Eric | Norberg

Date

Residential Appraiser III, Adams County Assessor's Office Colorado Licensed Appraiser AL01323002

PETITION FOR ABATEMENT OR REFUND OF TAXES Date Received (Use Assessor's or Commissioners' Date Stamp) Section I: Petitioner, please complete Section I only. Date: Month Petitioner's Mailing Address: SCHEDULE OR PARCEL NUMBER(S) PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year **2019** are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.) Petitioner's estimate of value: I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete. Daytime Phone Number (Petitioner's Signature Daytime Phone Number Agent's Signature *Letter of agency must be attached when petition is submitted by an agent. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S. Section II: Assessor's Recommendation (For Assessor's Use Only) Tax-Year Actual Assessed <u>Tax</u> Origina Corrected Assessor recommends approval as outlined above. If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of laxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S. Yes (If a protest was filed, please attach a copy of the NOD.) Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

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

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

	nent of Assessor and Petitioner for abatements up to \$10,000)
The Commissioners of to review petitions for abatement or refund and abatement or refund in an amount of \$10,000 o property, in accordance with § 39-1-113(1.5), C	County authorize the Assessor by Resolution No. to settle by written mutual agreement any such petition for r less per tract, parcel, or lot of land or per schedule of personal R.S.
The Assessor and Petitioner mutually agree	to the values and tax abatement/refund of:
Tax Year	_
Actual Assessed	Tax
Original	
Corrected	. ————
Abate/Refund	·
Note: The total tax amount does not include accrued intere applicable. Please contact the County Treasurer for full pa	st, penalties, and fees associated with late and/or delinquent lax payments, if yment information.
Petitioner's Signature	Date
Assessor's or Deputy Assessor's Signature	Date
(Must be completed if Section III does not apply) WHEREAS, the County Commissioners of called regular meeting held on//	County Commissioners County, State of Colorado, at a duly and lawfully at which meeting there were present the following members:
with notice of such meeting and an apportunity	o be present having been given to the Petitioner and the Assessor
of said County and Assessor	,
	Name (being presentnot present), and WHEREAS, the said
Name County Commissioners have carefully considere NOW BE IT RESOLVED that the Board (agrees)	ed the within petition, and are fully advised in relation thereto, sdoes not agree) with the recommendation of the Assessor, in partdenied) with an abatement/refund as follows:
Year Assessed Value Taxes Abate/Refu	ind
	Chairperson of the Board of County Commissioners' Signature
	Clerk and Ex-Officio Clerk of the Board of County Commissioners certify that the above and foregoing order is truly copied from the y Commissioners.
IN WITNESS WHEREOF, I have hereunto set n	ny hand and affixed the seal of said County
this day of,	· · · · · · · · · · · · · · · · · · ·
Monin	Year
	County Clerk's or Deputy County Clerk's Signature
Note: Abatements greater than \$10,000 per schedule, per	year, must be submitted in duplicate to the Property Tax Administrator for review.
	Property Tax Administrator batements greater than \$10,000)
The action of the Board of County Commissione	
Approved Approved in part \$	Denied for the following reason(s):
	·
Secretary's Signature	Property Tax Administrator's Signature Date

Ken Musso Assessor



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

COUNTY BOARD OF EQUALIZATION

	STIPULATION (As	to Tax Year(s)	2019	Actual Value(s))
1.	The property subject Schedule No. (S): RO	-	Parcel N().(S) 0157309004010
2.	The subject property	is classified as a Vaca	nt Land pr	operty.
3.	•	or originally assigned ax year(s) 2019		ring actual value to the
	Land	\$169,000		
4.	•			and agrees to make the property for tax year(s)
	Land	\$ 169,000		
5.	up rights to furth year(s) 2019	er appeal of the v ous with the main resid	value of	tands that they are giving this property for tax cel and the abstract code
DATED this:	August 14, 2020			
Rum	e Jackson	Skye Ph	illips	
Petitioner's Re	epresentative	Assessor Repre	esentative	
Rachel Jackson		Adams County		s Office
Duff & Phelps		, and the second		
1200 17th St., ST				
Denver, CO 802	02			

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

Account No: R0014130 Parcel No: 0157309004010 Petition Year: 2019 Date Filed: August 5, 2020

Owner Entity: COOPER RAY AKA COOPER RAY F

Owner Address: 2351 W 155th Place

State : CO

Owner City: Broomfield
Property Location: West 155th Place between Zuni Street and Teion Street

灲	Jerty Lo	cation .	west 155th Flace between Zum Street and Tejon Street						L .	
I	TYPE	OCC	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ODICINIAL T	AX WARRANT		
	TIFE	CODE		Actual Value	Assessed Value		Actual Value	Assessed Value	ORIGINAL	AA WARRANI
Г	REAL		L:	\$169,000		L:	\$169,000	\$49,010	A. Ratio	29.00%
	KEAL		l:			l:		\$0	Mill Levy	116.249
I	TO	TALS :		\$169,000	\$49,010		\$169,000	\$49,010	Original Tax	\$5,697

Petitioner's Statement :

The Petitioner Stated: The subject property is under common ownership, contiguous and used in conjunction with the owner's residence.

owner s	resident					
Assesso.	r's Repoi	rt				
Situat	tion :					
Actio	n •					
ACLIUI	١.					
Recor	nmenda	tion :				
U	pon furth	ner review, this parcel is co	ontiguous with the	e main residential pa	rcel and the absti	ract code will change to
	•	ne residential rate of 7 209	•			
				MMENDED ADJUSTME	NT	
	OCC	ASSESSOR'S ASSIG	NED VALUE	RECOMMEND	ED VALUE	REVISED TAX WARRANT
TYPE	CODE	A street Malice	Annana d Malica	A -t 1/-	A d \ /-l	Tau Dafinad

Actual Value

\$169,000

Assessed Value

\$12,080

\$12,080

Tax Refund

Revised Tax

\$4,293.07

\$1,404.29

Skye Phillips Appraiser August 17, 2020 Date

\$169,000

\$0 \$169,000

Actual Value

Assessed Value

\$49,010

\$49,010

\$0

Certified Residential Appraiser

CODE

TOTALS:

REAL

Tax Exempt Portion

County:	Date Received
	(Use Assessor's or Commissioners' Date Stamp)
Section I: Petitioner, please complete	e Section I only.
Date:	
Date: Month Day Year	
-	
Petitioner's Mailing Address:	
City or Town	State Zip Code
•	·
SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
	
	
above property for the property tax year	and of the appropriate taxes and states that the taxes assessed against the are incorrect for the following reasons: (Briefly describe why or illegally, whether due to erroneous valuation, irregularity in levying, additional sheets if necessary.)
Petitioner's estimate of value:	\$() Value Year
I declare, under penalty of perjury in the or statements, has been prepared or extrue, correct, and complete.	second degree, that this petition, together with any accompanying exhibits amined by me, and to the best of my knowledge, information, and belief, is
	Daytime Phone Number ()
Petitioner's Signature	Email
By Packer Jacker	Daytime Phone Number ()
Printed Name:	Email
*Letter of agency must be attached when petiti	ion is submitted by an agent.
denies the petition for refund or abatement of taxe	o § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., es in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant ty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.
Section II: Ass	essor's Recommendation
	(For Assessor's Use Only)
Tax Year _	
<u>Actual</u> <u>Asses</u>	ssed Tax
Original	
Corrected	
Abate/Refund	
☐ Assessor recommends approval a	s outlined above.
	bunds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest letermination has been mailed to the taxpayer, \S 39-10-114(1)(a)(I)(D), C.R.S.
Tax year: Protest?	es (If a protest was filed, please attach a copy of the NOD.)
Assessor recommends denial for	the following reason(s):
	Assessor's or Deputy Assessor's Signature

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

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

-							
Section III:	Written		ent of Asse for abatements u	essor and Petitioner up to \$10,000)			
to review petitions abatement or refu property, in accord	The Commissioners of County authorize the Assessor by Resolution No to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.						
The Assessor an	d Petition	er mutually agree t	to the values	and tax abatement/refund of:			
		Tax Year					
	Actual	Assessed	<u>Tax</u>				
Original							
Corrected				-			
		-					
Abate/Refund				=			
		include accrued interest nty Treasurer for full pay		ees associated with late and/or delinquent tax payments, if			
Petitioner's Signature	e		Date	•			
Assessor's or Deput	y Assessor's	Signature	Date				
Section IV: (Must be completed if WHEREAS, the C called regular mee	ounty Com	loes not apply) missioners of	, at which n	County, State of Colorado, at a duly and lawfully neeting there were present the following members:			
	Ū	nd an opportunity to	•	aving been given to the Petitioner and the Assessor (being presentnot present) and			
or said County and	u 73303301		Name	(being present-not present) and			
Petitioner	Na	ame	(being p	resentnot present), and WHEREAS, the said			
NOW BE IT RESC	OLVED that	the Board <i>(agrees</i>	does not ag	etition, and are fully advised in relation thereto, gree) with the recommendation of the Assessor, b) with an abatement/refund as follows:			
Year Asses	sed Value	Taxes Abate/Refur	nd				
			Cha	irperson of the Board of County Commissioners' Signature			
			certify that the	Officio Clerk of the Board of County Commissioners e above and foregoing order is truly copied from the ers.			
IN WITNESS WH	EREOF, I h	ave hereunto set m	ny hand and af	ffixed the seal of said County			
this	day of	,					
		Month	Year				
				County Clerk's or Deputy County Clerk's Signature			
Note: Abatements gre	eater than \$10	,000 per schedule, per y	ear, must be subr	mitted in duplicate to the Property Tax Administrator for review.			
Section V:			Property T	ax Administrator			
The action of the I	Board of Co	ounty Commissione	rs. relative to t	this petition, is hereby			
Approved		•	_	Denied for the following reason(s):			
Secretary	y's Signature		Property Tax /	Administrator's Signature Date			

Appointment of Agency for Property Tax Matters

The owner of record designates the assigned agent, Byrne & Clayton Consulting, LLC/Duff & Phelps, LLC, as its principals, contractors, and agents, to act on behalf of the owner in matters pertaining to real property assessment matters in Adams County, Colorado. Any and all previous authorizations are hereby revoked. Agent is authorized to act on behalf of Owner in obtaining and providing information, negotiating, settling and assessing for all real property matters related to the property owned, possessed, or controlled by the undersigned at the below referenced parcel(s). Agent is delegated full authority to handle real property matters relative to assessments and to represent us, with the assistance of legal counsel, if necessary, in the appeal process.

Tax Years:	2017, 2018, 2019, 2020
Owner of Record:	Cooper Ray AKA Cooper Ray F
Parcel Number:	0157309004010
SIGNATURE: Pro	opeyty Owner/Signature
PRINT NAME:	Ray Cooper
TITLE (in Relationsl	nip to Owner Entities): Owner
DATE: // /]	/19

T	ABATEMENT FOR TAX YEAR:								
	ODAYS DATE	08/12/20							
BUSINESS NAME: Lenox Advisors Inc									
ACCOUNT NUMBER:	P0036402								
PARCEL NUMBER:									
	ACTUAL	ASSESSED	MILL	TAX					
	VALUE	VALUE	LEVY	DOLLARS					
ORIGINAL VALUE	\$144,000	\$41,760	142.794	\$5,963.08					
REVISED VALUE	\$0	\$0	142.794	\$0.00					
ABATED VALUE	\$144,000	\$41,760	142.794	\$5,963.08					
ADDED AO	OFOOMENT FO								
ADDED AS	SESSMENT FO	OR TAX YEAR:							
ADDED AS BUSINESS NAME:	SESSMENT FO	OR TAX YEAR:							
BUSINESS NAME: ACCOUNT NUMBER:	SESSMENT FO	OR TAX YEAR:							
BUSINESS NAME:		OR TAX YEAR:							
BUSINESS NAME: ACCOUNT NUMBER:	SESSMENT FO	OR TAX YEAR:	MILL	TAX					
BUSINESS NAME: ACCOUNT NUMBER:			MILL	TAX DOLLARS					
BUSINESS NAME: ACCOUNT NUMBER:	ACTUAL	ASSESSED							
BUSINESS NAME: ACCOUNT NUMBER: PARCEL NUMBER:	ACTUAL	ASSESSED VALUE		DOLLARS					

County: Adams			Date Received				
		(1	Use Assessor's or Commissioners' Date Stamp)				
Section I: Petitioner, please con	nplete Section I onl	y.					
Date:08/12/2020							
Month Day Year							
Petitioner's Name: Lenox	Advisors Inc						
Petitioner's Mailing Address: 53	30 5th Ave Fl	11					
New York	NY		10036-5113				
City or Town	111	State	Zip Code				
SCHEDULE OR PARCEL NUMBER(,		AL DESCRIPTION OF PROPERTY				
the taxes have been levied errone clerical error, or overvaluation. At	ously or illegally, who tach additional sheet uired to file	ether due to errone s if necessary.)	states that the taxes assessed against the ne following reasons: (Briefly describe why eous valuation, irregularity in levying, assonal property was under				
Petitioner's estimate of value:	\$	(2019 Year)				
	or examined by me,	and to the best of	, together with any accompanying exhibits my knowledge, information, and belief, is lumber (_212) 536-8773				
Petitioner's Signature		-					
_		Email_NSingl	n@lenoxadisors.com				
ByAgent's Signature*		Daytime Phone N	lumber ()				
Printed Name:		Email					
*Letter of agency must be attached when petition is submitted by an agent. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.							
Section II:	Assessor's Red						
Tax	` Year	<i>,</i>					
Actual		Гах					
							
Corrected							
Abate/Refund							
Assessor recommends appro	oval as outlined abo	ove.					
If the request for abatement is based upon to such valuation has been filed and a Noti			efund of taxes shall be made if an objection or protest ayer, § 39-10-114(1)(a)(I)(D), C.R.S.				
Tax year: Protest?	Yes (If a protest wa	as filed, please attach	n a copy of the NOD.)				
Assessor recommends denia	al for the following r	reason(s):					
			seccept's or Donuty Associate Signaturo				

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

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

Section III:	Written		ent of Asse or abatements u	essor and Petitioner up to \$10,000)
abatement or refu property, in accor	s for abaten und in an an dance with	nount of \$10,000 or § 39-1-113(1.5), C.	o settle by writ less per tract, R.S.	uthorize the Assessor by Resolution No tten mutual agreement any such petition for parcel, or lot of land or per schedule of personal
The Assessor ar	nd Petition	er mutually agree t	to the values	and tax abatement/refund of:
		Tax Year		
	Actual	Assessed	Tax	
Original				
-				-
Corrected				
Abate/Refund				=
		include accrued interest nty Treasurer for full pay		ees associated with late and/or delinquent tax payments, if
Petitioner's Signatur	re		Date	
Assessor's or Deput	ty Assessor's	Signature	Date	
· · ·				
Section IV: (Must be completed	if Section III o		e County C	Commissioners
WHEREAS, the C called regular me	•	missioners of n / / Month Day Yea	, at which n	County, State of Colorado, at a duly and lawfully neeting there were present the following members:
with notice of suc	h meeting a	nd an opportunity to	o be present h	naving been given to the Petitioner and the Assessor
of said County an	nd Assessor		Name	(being presentnot present) and
Petitioner				resentnot present), and WHEREAS, the said
NOW BE IT RES	ioners have OLVED that	the Board <i>(agrees</i>	does not ag	etition, and are fully advised in relation thereto, gree) with the recommendation of the Assessor, d) with an abatement/refund as follows:
Year Asse	ssed Value	Taxes Abate/Refur	nd	
			Chai	irperson of the Board of County Commissioners' Signature
			certify that the	Officio Clerk of the Board of County Commissioners e above and foregoing order is truly copied from the ers.
IN WITNESS WH	IEREOF, I h	ave hereunto set m	y hand and af	ffixed the seal of said County
this	_ day of	,	·	
		Month	Year	
				County Clerk's or Deputy County Clerk's Signature
Note: Abatements gr	eater than \$10	,000 per schedule, per y	ear, must be subn	mitted in duplicate to the Property Tax Administrator for review.
Section V:			Property T	ax Administrator
The action of the	Board of Co	ounty Commissione	rs, relative to t	this petition, is hereby
Approved		•		Denied for the following reason(s):
Secretar	ry's Signature		Property Tax A	Administrator's Signature Date

Ken Musso Assessor

Denver, CO 80202



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

BOARD OF COUNTY COMMISSIONERS

	STIPULATION (As to Tax	Year(s) <u>20</u>	19 Actu	ual Value(s))		
1.	The property subject to this Schedule No. (S): R012995	*	rcel N0.(S)	0157333302003		
2.	The subject property is class	ified as a Commer	cial property	y.		
3.	The County Assessor original subject property for tax year		_	ctual value to the		
	Land Improvements Total	\$2,769,710 \$15,008,590 \$17,778,300				
4.	The Adams County Assess following adjustment to the:			_		
	Land Improvements Total	\$2,769,710 \$14,230,290 \$17,000,000				
5.	By entering into this agreem up rights to further applyear(s) 2019.			, .		
DATED this:	August 11, 2020					
Joe	Mongon	Deb Myer Court ema	tally signed by Deb Myer cn=Deb Myer, o=Adams ntty, ou=Assessor's Office, il=dmyer@adcogov.org, c=U:: 2020.08.11 07:41:41 -06'00			
Petitioner's Ro	epresentative	Assessor Representative				
Joe Monzon, V	/P Managing Cons	Adams County Assessor's Office				
Marvin F. Poer						
410 17th Stree	et, Suite 11/5					

ASSESSOR'S RECOMMENDATION BOARD OF COUNTY COMMISSIONERS

Account No : R0129953 Parcel No : 0157333302003
Petition Year : 2019 Date Filed : May 26, 2020

Owner Entity: Northridge Property Owner LLC Und 64.29% INT and Westminster 121 LLC Und 35.71% Int

Owner Address: 110 SE 2nd St

Owner City: DelRay Beach State: FL 3444-3680

Property Location: 1765 121 Ave, Westminster, CO

TVDE	TYPE OCC CODE PETITIONER'S REQUESTED VALUES		ESTED VALUES	ASSESSOR'S ASSIGNED VALUES		OPIGINIA	L TAX WARRANT		
ITTL	OCC CODE		Actual Value	Assessed Value		Actual Value	Assessed Value	ORIGINA	IL IAA WARRANI
REAL	210	L:	\$2,769,710	\$803,220	L:	\$2,769,710	\$803,220	A. Ratio	29.00%
KEAL	210	l:	\$13,475,290	\$3,907,830	l:	\$15,008,590	\$4,352,490	Mill Levy	101.548
Т	OTALS :		\$16,245,000	\$4,711,050		\$17,778,300	\$5,155,710	Original Tax	\$523,552.04

Petitioner's Statement :

Property may be overvalued by income and market approaches to value.

Assessor's Report

Situation:

Property was acquired during the base period for \$17,100,000 on sale date 5-31-2018 reception no 2018000044310. Property is classified as an industrial flex mall built in 2001. The propety consists of a total of 125,320 SF. Reviewed sales and analysis.

Upon further review, recommend reduction in valuation.

ASSESSOR'S RECOMMENDED ADJUSTMENT

		ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE			REVISED TAX	WARRANT	
TYPE	OCC CODE		Actual Value	Assessed Value		Actual Value	Assessed Value	Tax Refund	
REAL	210	L:	\$2,769,710	\$803,220	L:	\$2,769,710	\$803,220		\$22,920.40
KEAL	210	1:	\$15,008,590	\$4,352,490	1:	\$14,230,290	\$4,126,780	Revised Tax	
T	OTALS :		\$17,778,300	\$5,155,710		\$17,000,000	\$4,930,000		\$500,631.64

Deborah L. Myer August 11, 2020

Appraiser

CERT #7010 27100000 WW44 7829

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS	Date Received
	(Use Assessor's or Commissioners' Date Stamp)
Section I: Petitioner, please comple	ete Section I only.
Date: 06/16/2020	_
Month Day Year	
Petitioner's Name: NORTHRIDGE PROPE	ERTY OWNER LLC UND 64.29% INT AND WESTMINSTER 121 LLC UND 35.71% INT
Petitioner's Mailing Address: 110 SE 2N	
DELRAY BEACH	FL 33444-3680
City or Town	State Zip Code
SCHEDULE OR PARCEL NUMBER(S) R0129953	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY 1765 121 AVE WESTMINSTER, CO
above property for the property tax yea	fund of the appropriate taxes and states that the taxes assessed against the ar 2019 are incorrect for the following reasons: (Briefly describe why yor illegally, whether due to erroneous valuation, irregularity in levying, additional sheets if necessary.)
Property may be overvalued	d by income and market approaches to value
	\$\frac{16,245,000}{Value} \frac{(2019)}{Year}\$ e second degree, that this petition, together with any accompanying exhibits examined by me, and to the best of my knowledge, information, and belief, is
••	Daytime Phone Number (303 590.9150
Petitioner's Signature	Email: <u>solmonzone</u> mhooen.com
v Ode Mongon	Daytime Phone Number (303) 590-9150
Agent's Signature* Printed Name: JOE MONZON	Email: JoeMonzon@mfpoer.com
-filled Name. <u>300 Mon2011</u>	Email: Joewonzong/mpoer.com
enies the petition for refund or abatement of taxe:	tion is submitted by an agent. o § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., is in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to lays of the entry of any such decision, § 39-10-114.5(1), C.R.S.
Section II: Ass	sessor's Recommendation (For Assessor's Use Only)
Tax Year	
Actual Asse	essed Tax
Original	
Corrected	
bate/Refund	<u> </u>
Assessor recommends approval a	as outlined above.
	ounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.
	res (If a protest was filed, please attach a copy of the NOD.)
Assessor recommends denial for	the following reason(s):
	Assessor's or Deputy Assessor's Signature
	Assessor a or Deputy Assessor's Signature

15-DPT-AR No. 920-66/17

30571 554509

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

A transport of Access and Detitions						
Section III: Written Mutual Agreement of Assessor and Petitioner (Only for abatements up to \$10,000)						
The Commissioners of County authorize the Assessor by Resolution No to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.						
The Assessor and Petitioner mutually agree to the values and tax abatement/refund of	•					
Tax Year	_					
<u>Actual</u> <u>Assessed</u> <u>Tax</u>	i					
Original						
Corrected						
Abate/Refund						
Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinqu applicable. Please contact the County Treasurer for full payment information.	ent tax payments, if					
Petitioner's Signature Date						
Assessor's or Deputy Assessor's Signature Date						
Assessor's or Deputy Assessor's Signature Date						
Section IV: Decision of the County Commissioners (Must be completed if Section III does not apply)						
WHEREAS, the County Commissioners of County, State of Colorado, a called regular meeting held on/, at which meeting there were present the Month Day Year						
with notice of such meeting and an opportunity to be present having been given to the Petition	ner and the Assessor					
	ntnot present) and					
Petitioner(being presentnot present), and WHI	-					
County Commissioners have carefully considered the within petition, and are fully advised in NOW BE IT RESOLVED that the Board (agreesdoes not agree) with the recommendation and that the petition be (approvedapproved in partdenied) with an abatement/refund as	relation thereto, of the Assessor,					
Year Assessed Value Taxes Abate/Refund						
Chairperson of the Board of County Com	ımissioners' Signature					
I,County Clerk and Ex-Officio Clerk of the Board of Coin and for the aforementioned county, do hereby certify that the above and foregoing order is record of the proceedings of the Board of County Commissioners.	7					
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County						
this,						
Month Year						
County Clerk's or Deputy Co	unty Clerk's Signature					
Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax A	dministrator for review,					
Section V: Action of the Property Tax Administrator (For all abatements greater than \$10,000)						
The action of the Board of County Commissioners, relative to this petition, is hereby						
Approved Approved in part \$Denied for the following reason	on(s):					
Secretary's Signature Property Tax Administrator's Signature	Date Date					
Secretary's Signature Property Tax Administrator's Signature	Date					

LETTER OF AUTHORIZATION

To all parties:

The owner of record hereby designates Marvin F. Poer and Company, its agents and employees, to act on behalf of the owner in all matters pertaining to the review and appeal of real and/or personal property valuation and classification to the Assessor, County Board of Equalization, Arbitration, State Board of Assessment Appeals, District Court or any other hearing process. This authorization is limited to the properties listed below and on the attached continuation form(s).

TAX YEAR: 2019/2020				
SIGNATURE:	عسم جن الله الماليين			41
PRINTED: Alex Redfear	1			
TITLE: MANAGER				
OWNERSHIP NAME: NORTHRIDGE PROPER 121 LLC UND 35.71% INT		ND 64.29% INT AND) WESTMINSTER	
TELEPHONE: 5(1 - 900 - 32	326			
BEFORE ME, the undersigned, a Notary Public and State of FICLION , personally ap			<i>h</i>	
who acknowledged to me that this certificate of a WITHESS MY HAND and notarial seal this 2				THAYER IACOVONE
NOTARY PUBLIC	MY CON	IMISSION EXPIRES	Notary Pu Commi	blic. State of Florida ssion # GG 315448 Expires Mar 24, 2023 I National Notary Assn.

PROPERTY LIST

Schedule/Parcel Number R0129953

Property Address 1765 W. 121st Avenue Westminster, CO 80234

30571/554509

Property Name: Prime Center Northridge

County: Adams

Adams County Assessor's Office Ken Musso, Assessor 4430 S. Adams County Pkwy 2nd Floor, Suite C2100 Brighton, CO 80601

Telephone: 720-523-6038

STIPULATION (As to Tax Year 2019 Actual Value)

- 1. The property subject to this Stipulation is PARCEL NO. (S): 1569-01-1-00-003 / R0189047
- 2. The subject property is classified as Agricultural property.
- 3. The County Assessor originally assigned the following actual value to the subject property for tax year 2019:

Land	\$ 900,212
Improvements	\$ 0
Total	\$ 900,212

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year 2019:

Land	\$ 1,992
Improvements	\$ 0
Total	\$ 1,992

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year 2019.

DATED this 15th day of September, 2019.

Assessor's Representative

King Paul 1 LLC 25% Int Et Al c/o

Jeremy Maldonado

Adams County Assessor's Office 4430 South Adams County Pkwy

2nd Floor, Suite C2100

Brighton, CO 80601

Telephone: 720-523-6729

Fax: 720-523-6037

ASSESSOR'S RECOMMENDATION FOR ABATEMENT

Parcel #	1569-01-1-00-003	:	Account #	R0189047	
Owner's name:	man membel d.V. Bladd M.V., p.	<u>.</u>	<u>Representative</u>	:/Agent:	
KING PAUL 1 LLC 25% INT					
REAL ESTATE INVESTMENT					
4500 CHERRY CREEK DR SC	OUTH STE 860				
DENVER, CO 80246			<u> </u>		
<u>Residential</u>					
YEAR		<u>2019</u>			
	·	<u>ACTUAL</u>	<u>ASSESSED</u>		
	_	<u>VALUE</u>	<u>VALUE</u>		
RES IMPROVEMENT VALU	E	\$0.00	\$0.00	1	
AG OUTBUILDINGS VALUE		\$0.00	\$0.00	1	
LAND VALUE	ļ	\$900,212.00	\$261,061.48		
TOTAL VALUE		\$900,212.00	\$261,061.48		
MILL LEVY			142.256		
TAX LIABILITY			\$37,137.56		
Agricultural					
AFTER ADJUSTMENTS					
YEAR		2019			
	1.	ACTUAL	ASSESSED		
		VALUE	<u>VALUE</u>		
RES IMPROVEMENT VALU	E	\$0.00	\$0.00		
RES OUTBUILDINGS VALUI	E	\$0.00	\$0.00		
LAND VALUE		\$1,992.00	\$577.68		
	1=				
TOTAL VALUE		\$1,992.00	\$577.68		
MILL LEVY			142.256		
TAX LIABILITY			\$82.18		
REFUND			\$37,055.38		
SITUATION:					
Petitioner requesting Agric	ultural land classification	on			
ACTION:					
Land classification changed	i trom Residential to Ag	gricuiturai. Docum	entation provid	aea.	
<u></u>					
Supervisor Approval:		٨	nnraiser: lere	my Maldonado	
Supervisor Approvai			ippiaisei. <u>Jeie</u>	illy ivialuoliauo	
Date:		D	ate: 9/14/20	20	
				<u> </u>	
Adams County Assessor		Date	-		
-					

PETITION FOR ABATEMENT OR REFUND OF TAXES

County:	Adams		•	Date Recei	ved r's or Commissioner		EWED
Section I:	Petitioner, ple	ase complete Section	ı i only.			REC	EIVED
	03 11	2020	-	.*	•		1 0 2020
	onth Day	Year				MAR.	1_1_2020
Detitionado	Nema: Vina	Daul LICET A	I C/O Damaui II	laal Votata L		ANS.co.	EOFTE
		Paul 1 LLC ET A s: 4500 Cherry C			uvesiment c	AMS COLL	E'OF PASESSOR
rendoner s	Denver	s. 4500 Cheffy C	CO	ste onu	80246	ams con	NTY ASSESSOR
	City or Town		State		Zip Code		•
SCHEDULE	OR PARCEL NU	MBER(S) PROPE	RTY ADDRESS OR I	LEGAL DESCRI	PTION OF PROP	ERTY	
	/ 1569-01-1	• •					-RECEIVED
					·		N M. Zhanza Marin Branco N. W. Marin Graph
		·			***************************************		* MAD 4.4 0000
		ement or refund of the					
above prope	erty for the prop	erty tax year <u>2019</u> erroneousty or illegall	are incorrect for whether due to er	for the following	reasons: (Brie	fly describe wi	OFFICE OF THE
clerical error	r, or overvaluati	on. Attach additional	sheets if necessary.	.)	ion, megalanty	AD/	ams county assessor
Land rec	lassified to V	acant Residentia	l. Land classific	ation shoul	d be Agricult	tural.	
Petitioner's	estimate of va	· · · · · · · · · · · · · · · · · · ·	Value (Yea				
or statement	der penalty of p ts, has been pre , and complete.	erjury in the second departed or examined by	y me, and to the bes	st of my knowle	dge, information	n, and belief, is	S
Petiti	oner's Signature	Delnoto Mana	Daytime Phon	ne Number (3/	<u> 3333 -</u>	-9799	<u>.</u>
Ву			Daytime Phon	e Number ()		
Agent	's Signature*						
*Letter of agen	cy must be attach	ed when pe tition is subm	itted by an agent.				
denies the petiti	on for refund or ab:	ers, pursuant to § 39-10-11 itement of taxes in whole o t.S., within thirty days of the	r in part, the Petitioner m	ray appeal to the B	oard of Assessment	19-2-116, C.R.S., I Appeals pursuan	t
Section II:			Recommendati	ion			
		Tax Year					
	Actual	Assessed	Ţax				
Original							·
Corrected							
Abate/Refund		,					
☐ Assessor	recommends	approval as outlined	d above.				
If the request for	abatement is base	d upon the grounds of over a Notice of Determination	valuation, no abatement				st
	Protest?	,	est was filed, please at			- .	
[] k		الماسية			•		
LI Assessor	recommends	denial for the follow	ng reason(s):				
				Areacear's ar	Danish Aceassor's	Signature	- I

15-DPT-AR No. 920-86/11

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

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

Section III:	Writter		ment of Ass y for abatements t	essor and Petition to \$10,000)	oner
abatement or refu	for abate	ment or refund and mount of \$10,000 (a § 39-1-113(1,5), (to settle by wri or less per tract	uthorize the Assesso iten mutual agreeme , parcel, or lot of land	or by Resolution No. nt any such petition for or per schedule of personal
The Assessor an	d Petitio	er mutually agree	to the values	and tax abatement	refund of:
		Tax Year	_		
	<u>Actual</u>	Assessed	<u>Tax</u>		
Original	-W-i				
Corrected				-	
Abate/Refund		Marie Commission of the Commis	and the second and boards and on the second		
		I include accrued interest only Treasurer for full page		ses associated with late ar	d/or delinquent tex payments, if
Petitioner's Signature	•		Date		
Assessor's or Denuty	Acceptate	Slonatura	Date		
wasessor a or patrick	M9898501 B	Signature	r Francisco de la Colonia	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	ounty Com	ioes not apply) missioners of	, at which n		colorado, at a duly and lawfully esent the following members:
of said County and			-		he Petitioner and the Assessor
oi said County and	Assessor		Name	, .	og present-not present) and
Petitioner		ime			, and WHEREAS, the said
NOW BE IT RESO	LVED that	the Board (agrees	-does not ag		dvised in relation thereto, endation of the Assessor, refund as follows:
Year Assesse	ed Value	Taxes Abate/Refu	ad		-
			Chai	person of the Board of (County Commissioners' Signature
			certify that the	above and foregoing	pard of County Commissioners g order is truly copied from the
N WITNESS WHE	REOF, I h	ave hereunto set m	ly hand and aff	ixed the seal of said	County
his d	ay of	9.441-			
		Month	Year		
				County Clerk's or	Deputy County Clerk's Signature
Vote: Abatements great	er than \$10,0	000 per schedule, per ye	ear, must be subm	itted in duplicate to the Pro	perty Tax Administrator for review.
Section V:			Property Ta	nx Administrator	
The action of the Bo	ard of Co	unty Commissione	rs, relative to th	is petition, is hereby	
Approved Ap	proved in	part \$	[Denied for the follow	ving reason(s):
Secretary's	Signature		Property Tax Ac	lministrator's Signature	Date

Ken Musso Assessor



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

COUNTY BOARD OF EQUALIZATION

	STIPULATION (As	to Tax Year(s) 2019-2020 Actual Value(s))
1.	The property subject to Schedule No. (S): R0	
2.	The subject property i	is classified as a Residential property.
3.		r originally assigned the following actual value to the ax year(s) 2019-2020:
	Land	\$100,000
	Improvements	\$455,736
	Total	\$555,736
4.		Assessor has reviewed this file and agrees to make the to the valuation for the subject property for tax year(s)
	Land	\$100,000
	Improvements	\$345,000
	Total	\$445,000
5.		agreement, the Petitioner understands that they are giving er appeal of the value of this property for tax
DATED this	s: August 11, 2020	
RO.	5	Jeff Digitally signed by Jeff Maldonado DN: cn=Jeff Maldonado, o, ou, email=jernaldonado@adcogov.org , =:US Date: 2020.08.11 10:53:57-06'00'
Petitioner's	Representative	
	Bethany Brown	
15685 Colur		Assessor Representative
Thornton, C		Adams County Assessor's Office

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

Account No: R0182963 Parcel No: 1573-12-2-17-019

Petition Year: 2019 Date Filed :

Owner Entity: Shane and Bethany Brown Owner Address: 15685 Columbine St

Owner City: Thornton State: Co

Property Location: CUNDALL FARMS SUBD FLG NO 1 AMND NO 1 BLK 2 LOT 19

TYPE	OCC	PETITIONER'S REQUESTED VALUES				ASSESSOR'S ASSIG	ENED VALUES	ODICINIAL .	TAX WARRANT
ITPL	CODE		Actual Value	Assessed Value		Actual Value	Assessed Value	ORIGINAL	IAX WARRANI
REAL	100	L:	\$100,000		L:	\$100,000	\$7,150	A. Ratio	7.15%
KEAL	100	1:	\$345,000		1:	\$455,736	\$32,590	Mill Levy	179.982
TO	TALS :		\$445,000	\$31,820		\$555,736	\$39,740	Original Tax	\$7,152

Petitioner's Statement :

Excessive value

Assessor's Report

Situation :

Subject was purchased in 2019 for \$440,000

Action :

Adjusted value to petitioner estimate

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC	ASSESSOR'S ASSIGNED VALUE				RECOMMEND	REVISED TAX WARRANT		
ITPE	CODE		Actual Value	Assessed Value		Actual Value	Assessed Value	Tax Refund	
REAL		L:	\$100,000	\$7,150	L:	\$100,000	\$7,150		\$1,425.45
KEAL		l:	\$455,736	\$32,590	I:	\$345,000	\$24,670	Revised Tax	
TO	TALS :		\$555,736	\$39,740		\$445,000	\$31,820		\$5,727.03

Jeff Maldonado August 12, 2020 Appraiser

Ad Valorem Appraiser

Tax Exempt Portion

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams	Date Received
	(Use Assessor's or Commissioners' Date Stamp)
Section I: Petitioner, please com	plete Section I only.
Date: 8 II 2020 Month Day Year	
Petitioner's Name: Shave Br	NUIC
Petitioner's Mailing Address: 1568	5 Calumbine St
Thornton	Co 80602
City or Town	State Zip Code
schedule or parcel number(s g\573\22\76\9	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY 15685 Columbine St Thornton CO 80602
above property for the property tax the taxes have been levied erroneous	refund of the appropriate taxes and states that the taxes assessed against the year 2019 are incorrect for the following reasons: (Briefly describe why usly or illegally, whether due to erroneous valuation, irregularity in levying, ach additional sheets if necessary.) The now was excessive avec regarding the process of appeal
Petitioner's estimate of value:	\$ 445,000 (2019) Value Year
	the second degree, that this petition, together with any accompanying exhibits or examined by me, and to the best of my knowledge, information, and belief, is
1	
Petitioner's Signature	Email Shanemathhewbrown @gmail.com
	Email Shanematthewbrown Egnail.com
	Daytime Phone Number (970) 539 -8621 Email Shanematthewbrown @gmail.com Daytime Phone Number () Email
Agent's Signature* *Letter of agency must be attached when If the Board of County Commissioners, purs denies the petition for refund or abatement of	Email Shanematthewbrown @gmail.com Daytime Phone Number () Email
Agent's Signature* *Letter of agency must be attached when fithe Board of County Commissioners, purstenies the petition for refund or abatement to the provisions of § 39-2-125, C.R.S., with	Daytime Phone Number () Email petition is submitted by an agent. suant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant
Agent's Signature* *Letter of agency must be attached when fithe Board of County Commissioners, purstenies the petition for refund or abatement to the provisions of § 39-2-125, C.R.S., with	Daytime Phone Number () Email petition is submitted by an agent. suant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant in thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.
Agent's Signature* "Letter of agency must be attached when if the Board of County Commissioners, purstenies the petition for refund or abatement of the provisions of § 39-2-125, C.R.S., with Section II:	Daytime Phone Number (
Agent's Signature* "Letter of agency must be attached when if the Board of County Commissioners, purstenies the petition for refund or abatement of the provisions of § 39-2-125, C.R.S., with Section II:	Email Shanemathhewbrown @gmail.com Daytime Phone Number () Email Detition is submitted by an agent. From the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant in thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S. Assessor's Recommendation (For Assessor's Use Only)
Agent's Signature* **Letter of agency must be attached when fithe Board of County Commissioners, purstenies the petition for refund or abatement to the provisions of § 39-2-125, C.R.S., with Section II:	Daytime Phone Number (
Agent's Signature* "Letter of agency must be attached when if the Board of County Commissioners, purstenies the petition for refund or abatement to the provisions of § 39-2-125, C.R.S., with Section II: Tax Y.	Daytime Phone Number (
Agent's Signature* Letter of agency must be attached when f the Board of County Commissioners, purstenies the petition for refund or abatement to the provisions of § 39-2-125, C.R.S., with Section II: Tax Y. Actual Original Corrected	Daytime Phone Number (
Agent's Signature* Letter of agency must be attached when f the Board of County Commissioners, purstenies the petition for refund or abatement to the provisions of § 39-2-125, C.R.S., with Section II: Tax Y. Actual Original Corrected	Email Shanematthewbrown @gmail.com Daytime Phone Number (
Agent's Signature* Letter of agency must be attached when f the Board of County Commissioners, purstences the petition for refund or abatement of the provisions of § 39-2-125, C.R.S., with Section II: Tax Y. Actual Original Corrected Abate/Refund Assessor recommends approvi	Email Shanematthewbrown @gmail.com Daytime Phone Number (
Agent's Signature* "Letter of agency must be attached when if the Board of County Commissioners, purstenies the petition for refund or abatement to the provisions of § 39-2-125, C.R.S., with Section II: Tax Y Actual Original Corrected Abate/Refund Assessor recommends approvide the request for abatement is based upon the protest to such valuation has been filed and	Email Shanematthewbrown @gmail.com Daytime Phone Number () Email
Agent's Signature* *Letter of agency must be attached when if the Board of County Commissioners, purstenies the petition for refund or abatement to the provisions of § 39-2-125, C.R.S., with Section II: Tax Y Actual Original Corrected Abate/Refund Assessor recommends approvile the request for abatement is based upon the protest to such valuation has been filed and	Daytime Phone Number () Email
Agent's Signature* "Letter of agency must be attached when if the Board of County Commissioners, purstenies the petition for refund or abatement to the provisions of § 39-2-125, C.R.S., with Section II: Tax Y Actual Original Corrected Abate/Refund Assessor recommends approviation of the request for abatement is based upon the protest to such valuation has been filed and tax year: Protest? No	Daytime Phone Number () Email

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

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

Section III:	Written		ent of Ass or abatements	sessor and Petitioner up to \$10,000)
abatement or re	efund in an an	nent or refund and to nount of \$10,000 or l § 39-1-113(1.5), C.F	less per traci	authorize the Assessor by Resolution No. itten mutual agreement any such petition for t, parcel, or lot of land or per schedule of personal
he Assessor	and Petition	er mutually agree to	o the values	and tax abatement/refund of:
		Tax Year		
	Actual	Assessed	Tax	
Original				_
Corrected				
Abate/Refund				
Note: The total tax		t include accrued interest nty Treasurer for full payr		fees associated with late and/or delinquent tax payments, if n.
Petitioner's Signa	ture		Date	
Assessor's or Dep	outy Assessor's	Signature	Date	
				4-11/
Section IV: (Must be complete		does not apply)		Commissioners
				County, State of Colorado, at a duly and lawfully
called regular n	neeting held o	n//	_, at which	meeting there were present the following members:
		Moran Day rea	21	
			100000	having been given to the Petitioner and the Assessor
or said County	and Assessor	`	Name	(being present-not present) and
Petitioner		ame	(being p	present-not present), and WHEREAS, the said
NOW BE IT RE	ssioners have SOLVED that	carefully considered t the Board (agrees-	-does not a	petition, and are fully advised in relation thereto, gree) with the recommendation of the Assessor, gl) with an abatement/refund as follows:
Year As	sessed Value	Taxes Abate/Refur	nd	
			Ch	airperson of the Board of County Commissioners' Signature
,		County	Clerk and Ex	-Officio Clerk of the Board of County Commissioners
		d county, do hereby the Board of County		e above and foregoing order is truly copied from the ners.
N WITNESS W	VHEREOF, I	nave hereunto set m	y hand and a	iffixed the seal of said County
this	day of	Month .	Year .	
		TERMINI .	i cal	Carab Challe Co. 10
				County Clerk's or Deputy County Clerk's Signature
Note: Abatements	greater than \$10),000 per schedule, per y	ear, must be su	bmitted in duplicate to the Property Tax Administrator for review.
Section V:		Action of the	Property	Tax Administrator
				ster than \$10,000)
	ne Board of C	ounty Commissioner	rs, relative to	this petition, is hereby
The action of th				
The action of the	Approved in	n part \$		Denied for the following reason(s):
	Approved in	n part \$		Denied for the following reason(s):
	Approved in	n part \$		Denied for the following reason(s):



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

BOARD OF COUNTY COMMISSIOINERS

STIPULATION (As to Tax Year(s)

2019 Actual Value(s))

- 1. The property subject to this Stipulation is: Schedule No. (S): R0194326 Parcel No.(S) 0156901101002
- 2. The subject property is classified as commercial property.
- 3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019:

Land \$ 3,630,006 Improvements \$16,601,994 Total \$20,232,000

The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019 :

Land \$ 2,541,004 Improvements \$14,758,996 Total \$17,300,000

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019.

DATED this: Aug 4, 2020

ioner's Representative

Digitally signed by Deb Myer DN: cn=Deb Myer, o=Adams email=dmyer@adcogov.org, c=US Date: 2020.08.04 11:19:21 -06'00'

Assessor Representative Adams County Assessor's Office

ASSESSOR'S RECOMMENDATION BOARD OF COUNTY COMMISSIONERS

Owner Entity: 76 Commerce Center 5 LLC Owner Address: 1350 Lagoon Ave Suite 920

Owner City: Minneapolis State: MN 55408-2692

Property Location: 22700 E I 76 Frontage Road, Brighton, CO 80601

	7			u, 21.6.1.01., 00 0000				
TYPE OCC CODE			PETITIONER'S REQU	ESTED VALUES	ASSESSOR'S ASSIGNED	ASSESSOR'S ASSIGNED VALUES		
ITPL	OCC CODE		Actual Value	Assessed Value	Actual Value	Assessed Value	ORIGINA	AL TAX WARRANT
REAL 210		L:	\$1,833,454	\$531,700	L: \$3,630,006	\$1,052,700	A. Ratio	29.00%
KEAL	210	l:	\$14,340,546	\$4,158,760	I: \$16,601,994	\$4,814,580	Mill Levy	137.411
T	OTALS :		\$16,174,000	\$4,690,460	\$20,232,000	\$5,867,280	Original Tax	\$806,228.81

Petitioner's Statement :

Property may be overvalued by income and market approaches to value.

Assessor's Report

Situation :

The property is a paratially complete mega storage facility. The taxpayer provided actual costs information. After a detailed review, an adjustment was made to the property valuation for the status of construction on Jan. 1, 2019. Property was originally classed as an industrial flex storage. Moved classification to a mega storage.

Recommendation :	\$20,232,000	266.240	SF	\$75.99	Partially complete value	
	1 1 1 1	1				

Upon further review, recommend reduction in valuation.

ASSESSOR'S RECOMMENDED ADJUSTMENT

77/05		ASSESSOR'S ASS		IGNED VALUE	RECOMMENDED VALUE		REVISED TAX	WARRANI
TYPE	OCC CODE		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund	
REAL	584	L:	\$3,630,006	\$1,052,700	L: \$2,541,004	\$736,890		\$116,837.82
KEAL	584	1:	\$16,601,994	\$4,814,580	I: \$14,758,996	\$4,280,110	Revised Tax	
Т	OTALS :		\$20,232,000	\$5,867,280	\$17,300,000	\$5,017,000		\$689,390.99

Deborah L. Myer August 12, 2020

Appraiser Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED 3/23/2020

County. Adams		_			Date Received #1 (Use Assessor's or Commissioners' Date Stamp)
ection : Petitio	ner, ple	ease comple	te Section I	only.	
Date: March	9	2020			
Month	Day	Year			
etitioner's Name:	76	Commerce	Center 5 L	LC	
etitioner's Mailing	Addre:	ss: c/o Sull	ivan Valuati	on Services	s Group, LLC - PO Box 664
Ev	ergree	n		co	80437
Gil	y or Town	1		State	Zip Code
R0194326	RCEL N	UMBER(S)			OR LEGAL DESCRIPTION OF PROPERTY age Rd. Brighton
bove property for ne taxes have bee lerical error, or ov The actual val been valued to	the pro en levier ervalua ue sho oo high	perty tax yeard erroneously tion. Attach twn on the	r 2019 / or illegally, v additional she tax stateme	are incorrect whether due to eets if necessa ent is errone	es and states that the taxes assessed against the ct for the following reasons: (Briefly describe who erroneous valuation, irregularity in levying, ary.) eous or the property is overvalued and has not sent to the property owner to proving
owner due pro		california.	- 16 174	000	2019
Petitioner's estim	ate or	/aiue:	Val	1,000 (Year
rue, correct, and o	omplet hed A	e. gency Auth			best of my knowledge, information, and belief, is hone Number ()
Popul	1.			San	700 244 2052
Agent's Sign	ature"			Daytime P	hone Number (720) 314-8258
rinted Name: Pa	atrick S	Sullivan		Email pa	trick@sullivantax.us
enies the petition for r	Commissi efund or a	oners, pursuant abatement of tax one within thi	to § 39-10-114(1 tes in whole or in the days of the se), C.R.S., or the i	Property Tax Administrator, pursuant to § 39-2-116, C.R.S., er may appeal to the Board of Assessment Appeals pursuant lectable § 20.40-114.5(1), O.D.O.
		Tax Year	2019	. J out only	
	Actual		essed	Tax	
Original					
Corrected					
bate/Refund	_			_	
Assessor reco	mmen	is approval	as outlined a	bove.	
					ment or refund of taxes shall be made if an objection or prote the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.
					se attach a copy of the NOD.)
Assessor reco	mmen	ds denial for	the followin	g reason(s):	
	4.1	C (2 10 mas 1/4)	and the same of th		
					Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/17

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

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

Section III:		ement of Assessor and Petitioner
The Commissioners	of ADAMS	County authorize the Assessor by Resolution No.
abatement or refund	d in an amount of \$10,000 ince with § 39-1-113(1.5).	or less per tract, parcel, or lot of land or per schedule of personal
The Assessor and	Petitioner mutually agre Tax Year 2019	ee to the values and tax abatement/refund of:
	Actual Assessed	Tax
Original		
Corrected		
Abate/Refund		
Note: The total lay amou	and door not include second into	rest, penalties, and fees associated with late and/or delinquent tax payments, if
	act the County Treasurer for full p	
Petitioner's Signature		Date
Assessor's or Deputy A	Assessor's Signature	Date
Cantian IV	Decision of	the County Commissioners
Section IV: Must be completed it S	Section III does not apply)	the County Commissioners
WHEREAS the Con	untu Commissioners of	County State of Calacada at a duly and lawfully
		County, State of Colorado, at a duly and lawfully , at which meeting there were present the following members:
aned regular meet		Year
with notice of such r	neeting and an opportunit	ly to be present having been given to the Petitioner and the Assessor
of said County and	Assessor	Name (being presentnot present) and
Petitioner		(being presentnot present), and WHEREAS, the said
NOW BE IT RESOL	VED that the Board (agre	ered the within petition, and are fully advised in relation thereto, eesdoes not agree) with the recommendation of the Assessor, d in partdenied) with an abatement/refund as follows:
Year Assesse	d Value Taxes Abate/Re	efund
		Chairperson of the Board of County Commissioners' Signature
(a)	Cour	nty Clerk and Ex-Officio Clerk of the Board of County Commissioners
		by certify that the above and foregoing order is truly copied from the
	A Paris	t my hand and affixed the seal of said County
this d	Month	Year
		County Clerk's or Deputy County Clerk's Signature
Note: Abatements great	er than \$10,000 per schedule, pe	er year, must be submitted in duplicate to the Property Tax Administrator for review.
Section V:		he Property Tax Administrator
The action of the Bo	pard of County Commission	oners, relative to this petition, is hereby
	proved in part \$	Denied for the following reason(s):
		The second secon
Secretary's	Signature	Property Tax Administrator's Signature Date
IF DOT AD IL BOOKS	17	1 Sharift contractions a Afficient of the

PETITION FOR ABATEMENT OR REFUND OF TAXES

County:	tdan	15_			Date Received
Section I:	Petitioner, j	olease co	nplete Secti	on I only.	
Date:	onth Day	Year			
Petitioner's I		Townson-	-		th Ave SDaleD-10739
SCHEDULE (OR PARCEL	NUMBER(s) PRO		s or legal description of property 1). 120 th Ave Sutte 100
the taxes har	ve been levi : or overvali	ied errone Jation. Att	ously or illega ach addition	ally, whether due al sheets if nece	axes and states that the taxes assessed against the rrect for the following reasons: (Briefly describe why to erroneous valuation, irregularity in levying, ssary.)
trop	erty	we	ut ex	empt	- at the time of transfe
on				1.1	2019 0000 15218
Petitioner's	Pro estimate o	5 kor 7	ed V	alue	()
Agent *Letter of agen If the Board of C denies the petitis	County Commis on for refund o	tached when	suant to § 39-10 of taxes in whol	Email	Phone Number (720) 523 - 12743 The Calley (a) Calcogo VI org Phone Number () The Property Tax Administrator, pursuant to § 39-2-116, C.R.S., tioner may appeal to the Board of Assessment Appeals pursuant to the decision, § 39-10-114.5(1), C.R.S.
Section II:			Assessor	's Recomme	ndation
		Tax \		ssessor's Use Onl	y)
	Actua		Assessed	Tax	
Original Corrected					
Abate/Refund					
Assessor	recommer	nds appro	val as outlin	ed above.	
					atement or refund of taxes shall be made if an objection or n mailed to the taxpayer, § 39-10-114(1)(a)(1)(D), C.R.S.
Tax year:					ease attach a copy of the NOD.)
Assessor	recommer	ıds denial	for the follo	wing reason(s):
			*		Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/15

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

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

Section III:	Written		ement of As	sessor and Pet	itioner
abatement or re	ns for abater fund in an ar	ment or refund ar mount of \$10,000 § 39-1-113(1.5),	nd to settle by wo	ritten mutual agree	ssor by Resolution No
The Assessor	and Petition	er mutually agre	ee to the value	s and tax abateme	int/refund of:
		Tax Year	_		
	Actual	Assessed	Tax		
Original		-		-	N.
Corrected	~ 0	-		_	
Abate/Refund		9000 14-00	_	=	
		I include accrued inte inty Treasurer for full			ate and/or delinquent tax payments, if
Petitioner's Signat	ure		Date		- Information - 3/
Assessor's or Dep	utv Assessor's	Signature	Date		
	,				Queria i
with notice of su	ch meeting s	Month Day	Year	having been given	to the Petitioner and the Assessor
with notice of su	ch meeting a	ind an opportunit	y to be present	CANADA SECOND	
or said County a	nu Assessor		Name	(/	peing presentnot present) and
Petitioner	Na	ame		and the state of the state of the	nt), and WHEREAS, the said
NOW BE IT RES	SOLVED that	t the Board (agre	es-does not a	gree) with the reco	y advised in relation thereto, mmendation of the Assessor, ent/refund as follows:
Year Ass	essed Value	Taxes Abate/R	efund		
			Ch	airperson of the Board	of County Commissioners' Signature
I					Board of County Commissioners
		d county, do here the Board of Cou			oing order is truly copied from the
	HEREOF, I h	ave hereunto set	my hand and a	offixed the seal of sa	aid County
his	_ day of	Month	Year '		
			,	County Clerks	s or Deputy County Clerk's Signature
Note: Abatements g	reater than \$10,	,000 per schedule, pr	er year, must be su		ne Property Tax Administrator for review.
			10	-0.0	
Section V:			ne Property l abatements grea	Tax Administra ter than \$10,000)	tor
he action of the	Board of Co	unty Commission	ners, relative to	this petition, is here	eby
Approved	Approved in	part \$		Denied for the fo	llowing reason(s):
		-		A VANCO AS ES AN ESSE	
Secreta	ry's Signature		Property Tax	Administrator's Signatu	re Date

ADMINNO: 3395397

Reviewed By

Date

Tax Year: 2019

To: ADAMS TREASURER From: ADAMS ASSESSOR Correction Type: PREVIOUSLY TAXABLE Name: HYLAND HILLS PARK AND RECREATION DISTRICT Account #: R0183437 Address: Map #: 1800 W 89TH AVE Parcel #: 0157332401023 FEDERAL HEIGHTS, CO 80260-6739 **Account Type** Commercial Sub\Lot\Block 5510 \ 100 \ Legal Desc: 2861 W 120TH AVE CONDOMINIUMS UNIT 100 PLEASE MAKE THE FOLLOWING CHANGES TO THE TAX ROLL FOR THE ABOVE MENTIONED YEAR Assessed Value Mill Levy **Total Tax** Penalty \$ Tax District: 153 **Actual Value** \$0.00 **Prior Values** \$5,002,582.00 \$1,450,750.00 151.5480 \$219,858.26 **Adjusted Values** \$230,530.00 151.5480 \$34,936.36 \$0.00 \$794,931.00 Difference Decrease Tax Roll -\$4,207,651.00 -\$1,220,220.00 0.0000 -\$184,921.90 \$0.00 ACCOUNT STATUS CHANGED FROM TAXABLE TO EXEMPT AS OF 2/28/19 PER REC# 2019000015218. Reason **Appraiser** Date

Signature

Date



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020
SUBJECT: Abatement Hearings held on July 17, 2020
FROM: Meredith P. Van Horn, Assistant Adams County Attorney
AGENCY/DEPARTMENT: County Attorney
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the corrected recommendation of the July 17, 2020, Abatement Hearing Officer for Account R0059886.

BACKGROUND:

On July 17, 2020, the Abatement Hearing officer conducted a real property tax abatement hearing for abatement petition Account R0059886 concerning tax year 2018. The hearing officer made a typo in the final decision and the corrected summary finding and recommendation of the Hearing Officer is attached hereto for approval and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Assessor's Office

ATTACHED DOCUMENTS:

Resolution

Summary Finding and Recommendation of the Abatement Hearing Officer for Account R0059886 concerning tax year 2018.

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	al impact, pl	ease fully com	plete the
Fund:					
Cost Center:					
		ſ			
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included i	n Current Budge	t:			
Total Revenues:					
				=	
		_			
			Object Account	Subledger	Amount
Current Budgeted Operating Exper					
Add'l Operating Expenditure not in		nt Budget:			
Current Budgeted Capital Expendi					
Add'l Capital Expenditure not include	uded in Current	Budget:			
Total Expenditures:				-	
New FTEs requested:	YES	□ NO			
Future Amendment Needed:	☐ YES	□ NO			
Additional Note:					

Revised 06/2016 Page 2 of 2

RESOLUTION ADOPTING HEARING OFFICER'S RECOMMENDATION FOR DECISION REGARDING PROPERTY TAX ABATEMENT PETITION R0059886

WHEREAS, pursuant to C.R.S. § 39-1-113 (1) and (1.7), the Adams County Board of County Commissioners is to hold hearings and make decisions on petitions for property tax abatement; and,

WHEREAS, a Hearing Officer duly appointed by the Adams County Board of County Commissioners in compliance with C.R.S. § 39-1-113(1) conducted property tax abatement hearings on July 17, 2020; and,

WHEREAS, the Hearing Officer has made findings and prepared recommendations to the Board of County Commissioners for consideration and final decision; and,

WHEREAS, a typo was noticed in the finding and recommendation sheet after it was approved by the Board of County Commissioners and the hearing officer corrected the typo; and,

WHEREAS, the corrected finding and recommendation sheet for Account R0059886 is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the decision set forth in the finding and recommendation sheet attached hereto as Exhibit A is hereby adopted and confirmed.

BE IT FURTHER RESOLVED, that a letter of decision be mailed to the petitioner or its designated agent.

ABATEMENT HEARINGS FINDINGS AND RECOMMENDATIONS Account No.: R0059886 Parcel No.: 0171928312022 Tax Year: 2018 DI GIACOMO MARY ANNE, Petitioner(s), ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS, Respondent, This matter coming on to be heard before independent referees appointed by the Adams County Commissioners for 2018 Tax Year, upon the Petition of the above Petitioner, and the referee(s) having received evidence and statements of the parties, hereby make the following findings: **FINDINGS:** 1. This matter is properly before this Board. 2. Proper notice has been given to all parties. (Pro Se): By Agent/Attorney (name): Petitioner appeared: 3. Did not appear Respondent appeared by: Sara Morehead, Assessor's Office 4. 5. The property is classified as: Residential 6. Respondent stated that the property in question was originally valued as follows: Totalactualvalue: \$247,056 Land: \$75,000 Improvements: \$172,056 7. Petitioner requested a lower valuation as follows: Land: Improvements: Totalactualvalue: \$180,000 Petitioner submitted the following evidence:

Independent Appraisal;

Market Analysis;

Cost Records 8. Claimed home has been mud jacked twice, home is a rental and claimed rental price low because home is old, Other has not been updated. Showed pics of home in disrepair 9. Respondent recommendation is as follows: Totalactualvalue: \$290,000 Land: \$75,000 Improvements: \$115,000 Reduced initial valuation because there are foundational issues in neighborhood and comps support

RECOMMENDATIONS:

The Ref	eree(s) herein below na	med recommend that the a	ppealbe:				
	ADJUSTED. The	e actual value for 2018 show	ıld be adj	justed by the Respond	lent as follows:		
	Totalactualvalue:	\$190,000	_ Land:	\$75,000	Improvements:	\$115,000	
	on grounds that:	Foundationalissues and	comps su	ipport adjusted valua	tion		

recommendation

on grounds that:

In the event that no reason(s) for reduction is (are) given, or in the event that the recommendation contains inconsistencies or errors, then the recommendation is that the Respondent's value be sustained and Petitioner's rights to further appeal be preserved.

Date:	July 17, 2020	
Referee:	Deborah Nastro	Referee:



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020
SUBJECT: Fourth Amendment to the 2020 Adams County Budget
FROM: Marc Osborne, Deputy Budget Director
AGENCY/DEPARTMENT: County Manager's Office and Budget & Finance Department
HEARD AT STUDY SESSION ON: September 22, 2020
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Fourth Amendment to the 2020 Adams County Budget.

BACKGROUND:

The Annual Budget is a financial plan and is adopted prior to the start of the fiscal year. Budget Amendments are periodically required to properly incorporate items into the Annual Budget as they arise during the course of the fiscal year. See attached summary for more information regarding items included in this particular amendment.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget and Finance Departments

ATTACHED DOCUMENTS:

Resolution Authorizing Fourth Supplemental Appropriations to the 2020 Adams County Government Budget.

Exhibit A – Summary of items included in the Fourth Amendment to 2020 Budget.

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:					
Please check if there is no fiscal is section below.	impact . If	there is fisc	al impact, pl	ease fully com	plete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budget	t:			
Total Revenues:				=	
			Object Account	Subledger	Amount
Current Budgeted Operating Expend					
Add'l Operating Expenditure not inc		nt Budget:			
Current Budgeted Capital Expenditu					
Add'l Capital Expenditure not include	ded in Current I	Budget:			
Total Expenditures:					
New FTEs requested:	☐ YES	□ NO			
Future Amendment Needed:	☐ YES	□ NO			

Additional Note:

Fiscal impact is summarized at the fund level. Given the length, the summary is attached for full disclosure of fiscal impact.

Revised 06/2016 Page 2 of 2

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING FOURTH SUPPLEMENTAL APPROPRIATIONS TO THE 2020 ADAMS COUNTY GOVERNMENT BUDGET

Resolution 2020-

WHEREAS, the 2020 Adams County Government Budget requires supplemental appropriations of funds to satisfy requests as listed on the attached Exhibit A; and,

WHEREAS, the Budget Department has determined the availability of unappropriated fund balances; and,

WHEREAS, there are additional revenues and other financing sources which were not assured at the time of the adoption of the 2020 Adams County Government Budget; and,

WHEREAS, the following departmental budgets listed by fund on the attached Exhibit A will be increased or decreased by the amounts so noted; and,

WHEREAS, the revenues to support the budget increases are listed by amount from respective sources.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Fourth Supplemental Appropriations to the 2020 Adams County Government budget is hereby authorized and the Budget Department is authorized to make the above stated budget adjustments to the 2020 Adams County Government Budget.

BE IT FUTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to approve said Fourth Supplemental Appropriations to the 2020 Adams County Government budget on behalf of Adams County.

Exhibit A - Amendments

Fourth Amendment to the 2020 Budget Resolution No. TBD For Adoption on September 29, 2020

Study Session: September 22, 2020



Purpose of Resolution:

A resolution to amend the 2020 Budget. Summary information by Fund and Department is listed below. Additional detailed information is attached for consideration and review.

Fund	Department	Expenditure Amount	Revenue Amount	Use of Fund Balance	FTE
GENERAL FUND	CED	\$78,879	\$0	\$78,879	1.00
	CSWB - Community Corrections Program	\$379,530	\$379,530	\$0	0.00
	CSWB - OEM	\$245,205	\$0	\$245,205	0.00
	CSWB - Poverty	\$559,411	\$75,750	\$483,661	0.00
	District Attorney's Office - Diversion	\$239,641	\$239,641	\$0	2.00
	Fleet & Facilities Management	\$122,000	\$0	\$122,000	2.00
	ITi	\$41,880	\$0	\$41,880	0.00
	Parks, Open Space and Cultural Arts	\$76,190	\$0	\$76,190	1.00
	Admin/Org - CARES COVID 19	\$0	\$0	\$0	21.00
	Interfund Transfer	\$1,250,000	\$485,000	\$765,000	0.00
CAPITAL FACILITIES FUND	Fleet & Facilities Management	\$1,250,000	\$1,250,000	\$0	0.00
SOCIAL SERVICES FUND	Human Services Department	\$196,800	\$196,800	\$0	3.00
COMMUNITY DEV BLOCK GRANT FUND	Interfund Transfer	\$485,000	\$0	\$485,000	0.00
COLORADO AIR & SPACE PORT FUND	CASP	\$269,064	\$242,158	\$26,906	0.00
	Total Appropriation	\$5,193,600	\$2,868,879	\$2,324,721	30.00

Fund	Expenditure	Revenue	Use of Fund	FTE
Summary	Amount	Amount	Balance	FIE
GENERAL FUND	\$2,992,736	\$1,179,921	\$1,812,815	27.00
CAPITAL FACILITIES FUND	\$1,250,000	\$1,250,000	\$0	0.00
SOCIAL SERVICES FUND	\$196,800	\$196,800	\$0	3.00
COMMUNITY DEV BLOCK GRANT FUND	\$485,000	\$0	\$485,000	0.00
COLORADO AIR & SPACE PORT FUND	\$269,064	\$242,158	\$26,906	0.00
Total Appropriation	\$5,193,600	\$2,868,879	\$2,324,721	30.00



PUBLIC HEARING AGENDA ITEM

DATE OF	PUBLIC HEARING: September 29, 2020				
SUBJECT	: 2020 John Deere 772GP Motor Graders				
FROM:	Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager				
AGENCY/	AGENCY/DEPARTMENT: Facilities and Fleet Management Department				
HEARD AT STUDY SESSION ON: N/A					
AUTHORIZATION TO MOVE FORWARD: YES NO					
	IENDED ACTION: That the Board of County Commissioners approves the use of a Purchase Honnen Equipment Company for the purchase of three motor graders.				

BACKGROUND:

The Adams County Facilities and Fleet Management Department has budgeted for the replacement of three motor graders in 2020. The old equipment has reached and exceeded its life cycle value. The equipment will be replaced with three 2020 John Deere 772GP motor graders.

Sourcewell is a Cooperative that formally solicits and awards contracts for the purchase of many products and services. By utilizing the cooperative contract, the County can streamline the procurement process and receive competitive pricing. Sourcewell awarded the agreement to Honnen Equipment Company which will result in a discount of 45% off the list price. The contract award includes cooperative language, and the use of these agreements adheres to the Adams County Purchasing Policy, Appendix E – Cooperative, Single, and Sole Source Purchases.

It is recommended that a Purchase Order be issued to Honnen Equipment Company, for three 2020 John Deere 772GP motor graders at \$327,994 each, for a total not to exceed amount of \$983,982.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department

ATTACHED DOCUMENTS:

Resolution

Revised 06/2016 Page 1 of 2

FISCAL IMPACT	:
Please check if there	9

Please check if there is no fiscal impact . If there is fiscal imbelow.	pact, please fo	ally complete the	e section
Fund: 6			
Cost Center: 9111			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object	Subledger	Amount
	Account		
Current Budgeted Operating Expenditure:	Account		
Current Budgeted Operating Expenditure: Add'l Operating Expenditure not included in Current Budget:	Account		
2 1 2 1	9165	91112013	\$960,000
Add'l Operating Expenditure not included in Current Budget:		91112013	\$960,000
Add'l Operating Expenditure not included in Current Budget: Current Budgeted Capital Expenditure:		91112013	\$960,000 \$960,000

Additional Note:

Amount over approved budget will be covered by budget savings from other vehicle purchases.

Revised 06/2016 Page 2 of 2

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A PURCHASE ORDER BETWEEN ADAMS COUNTY AND HONNEN EQUIPMENT COMPANY FOR THREE 2020 JOHN DEERE 772GP MOTOR GRADERS

WHEREAS, the Facilities and Fleet Management Department budgeted for the equipment replacement of three (3) motor graders in 2020; and,

WHEREAS, Sourcewell formally solicited and awarded a cooperative agreement with Honnen Equipment Company, which includes cooperative language. The use of cooperative agreements adheres to the Adams County Purchasing Policy, Appendix E- Cooperative, Single, and Sole Source Purchases; and,

WHEREAS, Honnen Equipment Company agrees to provide three (3) 2020 John Deere 772GP Motor Graders for \$327,994 each, for a total not to exceed amount of \$983,982.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Purchase Order to Honnen Equipment Company for three (3) 2020 John Deere 772GP motor graders is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners hereby authorizes the Purchasing Division to sign the Purchase Order to Honnen Equipment Company after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020		
SUBJECT	: Purchase of Two Tandem Axle Dump Trucks with Front Plow and End Dump Body	
FROM:	Raymond H. Gonzales, County Manager Chris Kline, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager	
AGENCY/	DEPARTMENT: Facilities and Fleet Management Department	
HEARD A	T STUDY SESSION ON: N/A	
AUTHORIZATION TO MOVE FORWARD: YES NO		
	IENDED ACTION: That the Board of County Commissioners approves a Purchase Order to ruck Sales for Two Tandem Axle Dump Trucks with Front Plow and End Dump Body.	

BACKGROUND:

The Adams County Facilities and Fleet Management Department operates a fleet of 27 tandem axle dump trucks, plows and end dump bodies used mainly for snow removal operations in the winter and paving and road maintenance during the summer months. The department has budgeted for the replacement of two Tandem Trucks in 2020, as the old equipment has reached and exceeded its life cycle value.

A formal Request for Proposal was advertised on BidNet. Proposals were opened on August 11, 2020, for two tandem axle dump trucks with front plow and end dump bodies. The County received two proposals.

Proposals were evaluated on the following criteria:

- Pricing
- References
- Location of warranty repair facility
- Training
- Overall Proposal

After a thorough evaluation by the committee, Bruckner Truck Sales was determined to be the most responsive and responsible proposer providing the best value to the County. It is recommended that the award be made to Bruckner Truck Sales, for two Tandem Axle Dump Trucks with Front Plow and End Dump Bodies in the amount of \$265,955.00 per truck (chassis and base equipment package with tailgate sander and LAI sprayer at \$264.960.00, and \$995.00 for additional accessories) for a total award amount of \$531,910.00. The purchase order will be issued to Bruckner Truck Sales for delivery of the turnkey units.

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AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department

ATTACHED	DOCUN	MENTS
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Resolution					
FISCAL IMPACT:					
Please check if there is no fiscal implelow.	Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.				
Fund: 6					
Cost Center: 9111					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budget	t:			
Total Revenues:					
			Object Account	Subledger	Amount
Current Budgeted Operating Expend	diture:				
Add'l Operating Expenditure not inc	luded in Currer	nt Budget:			
Current Budgeted Capital Expenditu	ıre:		9165	91111911	\$500,000
Add'l Capital Expenditure not inclu	ded in Current F	Budget:			
Total Expenditures:					\$500,000
New FTEs requested:	YES	⊠ NO		_	
Future Amendment Needed:	☐ YES	□ NO			

<u>Additional Note:</u>
Amount over current budgeted capital expenditure is covered by savings in other equipment purchase subledgers.

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BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A PURCHASE ORDER TO BRUCKNER TRUCK SALES, INC. FOR THE PURCHASE OF TWO TANDEM AXLE DUMP TRUCKS WITH FRONT PLOW AND END DUMP BODIES

WHEREAS, proposals were opened on August 11, 2020, to consider providers for two tandem axle dump trucks with front plows and end dump bodies; and,

WHEREAS, Bruckner Truck Sales, Inc. submitted the most responsive and responsible proposal meeting the specifications for the trucks in the amount of \$265,955.00 per truck for a total award amount of \$531,910.00; and,

WHEREAS, the Facilities and Fleet Management Department recommends the award to Bruckner Truck Sales, Inc..

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Purchase Order to Bruckner Truck Sales, Inc. is hereby approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners hereby authorizes the Purchasing Division to sign the purchase order to Bruckner Truck Sales after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 29, 2020
SUBJECT: Voter Service & Polling Center (VSPC) Laptops with HP, Inc.
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Elections Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a purchase order with HP, Inc., for Voter Service & Polling Center Laptops.

BACKGROUND:

In 2016, the National Association of State Procurement Officers (NASPO) purchasing cooperative awarded an agreement to HP, Inc., as an authorized reseller of HP ZBook Firefly 15 G7 Mobile Workstations to participating agencies. Adams County is a participant in the NASPO purchasing cooperative, which adheres to the County Purchasing Policy, Appendix E – Cooperative, Single, and Sole Source Purchases. The Elections Department, in conjunction with the Information Technology and Innovation Department (ITi), will utilize the contracted pricing to purchase Voter Service and Polling Centers (VSPC) HP ZBook laptops for Elections use.

This item is for the purchasing of a fleet of dedicated laptops for Elections' VSPCs. During an Election, multiple VSPCs are strategically placed in Adams County to help the voters cast their ballots. Computer equipment is required, and the County is currently using a combination of leased and decommissioned County laptops. While leased laptops are fairly new, decommissioned County laptops are now eight years old. Feedback from Elections staff and administration, seasonal users of the laptops, and ITi agree these laptops do not meet minimum useability requirements and should no longer be used.

The recommendation is to approve the Purchase Order with HP, INC., for 250 laptops and 250 docking stations in the not to exceed amount of \$302,102.50.

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AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Elections Department Information Technology and Innovation Department **ATTACHED DOCUMENTS:** Resolution **FISCAL IMPACT:** Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below. **Fund:** 01 Cost Center: 1022 **Object** Subledger **Amount** Account Current Budgeted Revenue: Additional Revenue not included in Current Budget: **Total Revenues: Object** Subledger **Amount** Account Current Budgeted Operating Expenditure: 7561 10222001 \$302,102.50 Add'l Operating Expenditure not included in Current Budget: Current Budgeted Capital Expenditure: Add'l Capital Expenditure not included in Current Budget: \$302,102.50 **Total Expenditures:** \bowtie NO **New FTEs requested: YES** \bowtie NO **YES Future Amendment Needed: Additional Note:**

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BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A PURCHASE ORDER BETWEEN ADAMS COUNTY AND HP, INC., FOR THE VOTER SERVICE AND POLLING CENTER LAPTOPS

WHEREAS, HP, Inc., was awarded a purchasing cooperative agreement by the National Association of State Procurement Officers (NASPO) in 2016 to provide technology hardware equipment; and,

WHEREAS, the NASPO award includes cooperative language, which adheres to the County Purchasing Policy, Appendix E – Cooperative, Single, and Sole Source Purchases; and,

WHEREAS, HP, Inc., agrees to provide VSPC laptops and docking stations in the amount not to exceed \$302,102.50.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that a Purchase Order between Adams County and HP, Inc., is hereby approved.

BE IT FURTHER RESOLVED that the Chair hereby authorizes the Purchasing Division to sign said Purchase Order with HP, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF	PUBLIC HEARING: September 29, 2020
SUBJECT	: Service Center Roof Replacement
FROM:	Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
AGENCY	DEPARTMENT: Facilities and Fleet Management Department and Sheriff's Office
HEARD A	T STUDY SESSION ON: N/A
AUTHOR	IZATION TO MOVE FORWARD: YES NO
	IENDED ACTION: That the Board of County Commissioners approves an agreement s Colony Group for the Service Center Roof Replacement.

BACKGROUND:

The Service Center roof membrane is 21 years old and is at the end of its useful life. The County's Roofing Consultant has evaluated the roof and has recommended replacement at this time due to ongoing and increasing shrinkage of the existing membrane. Funding for this project was approved in the 2020 budget.

The Purchasing Policy #1071 stipulates that pre-qualification is required of contractors for projects in excess of \$1 million dollars prior to participating in the Request for Proposal (RFP) or Invitation for Bid (IFB) process. Due to the number of roofing projects budgeted in 2020, and the effect of COVID 19 has had and will continue to have on project timelines, staff decided to include all budgeted roofing projects on a Statement of Qualifications (SOQ). On June 23, 2020, the results of the Roofing SOQ pre-qualification for County roofing projects were presented to the BOCC for review and comment. Subsequently, eleven (11) firms were pre-qualified to submit roofing responses to the County.

A formal Invitation for Bid (IFB) was solicited and bids were received on September 10, 2020, for the Service Center Roof Replacement. The County received seven (7) responses from the eleven (11) pre-qualified roofing firms:

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Douglass Colony Group	\$584,335.00
Bauen Corporation	\$603,200.00
Colorado Moisture Control, Inc.	\$612,721.00
Front Range Roofing Systems, LLC	\$707,000.00
Superior Roofing, Inc.	\$724,952.00
B & M Roofing of Colorado, Inc.	\$730,798.00
Arapahoe Roofing & Sheet Metal, Inc.	\$833,309.00

After review, it was determined that Douglass Colony Group was the lowest, responsive, and responsible bidder. The Facilities and Fleet Management Department recommends an agreement with the Douglass Colony Group for the Service Center Roof Replacement in the not to exceed amount of \$584,335.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department

ATTACHED 1	DOCUN	MENTS:
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Resolution

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.			
Fund: 1			
Cost Center: 1076			
	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:	9055	10762002	\$1,4000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,400,000

Object

New FTEs requested:	☐ YES	\bowtie NO

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Future Amendment Needed:	☐ YES	⊠ NO
Additional Note:		

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BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND DOUGLASS COLONY GROUP, INC. FOR THE SERVICE CENTER ROOF REPLACEMENT

WHEREAS, Douglass Colony Group, Inc. submitted a bid on September 10, 2020, for the Service Center Roof Replacement; and,

WHEREAS, it was determined that the Douglass Colony Group, Inc. was the lowest, responsive and responsible bidder; and,

WHEREAS, Douglass Colony Group agrees to provide the Service Center Roof Replacement in the amount not to exceed \$584,335.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement to Douglass Colony Group to provide the Service Center Roof Replacement is hereby approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement with Douglass Colony Group, Inc. on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.

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