



**Board of County Commissioners**

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

**PUBLIC HEARING AGENDA**

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

**THIS AGENDA IS SUBJECT TO CHANGE**

**Tuesday**  
**October 31, 2017**  
**9:30 AM**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**4. AWARDS AND PRESENTATIONS**

**5. PUBLIC COMMENT**

**A. Citizen Communication**

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

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

- A.** Minutes of the Commissioners' Proceedings from October 24, 2017
- B.** Resolution Approving Right-of-Way Agreement and Memorandum of Right-of-Way Agreement between Adams County and Discovery DJ Services, LLC, for an Easement to Construct a Transmission Pipeline on County Owned Property along Brighton Road  
(File was approved by ELT)
- C.** Resolution Authorizing the Cancellation of Property Taxes for Tax Years 2001 – 2006 on Account Number R0141906  
(File was approved by ELT)

- D.** Resolution Approving Grant Agreement between Adams County and the State of Colorado Department of Public Safety Division of Homeland Security and Emergency Management for the 2017 Emergency Management Performance Grant Program  
(File was approved by ELT)
- E.** Resolution Approving Right-of-Way Agreement between Adams County and Norvic Properties LLC, for Property Necessary for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224  
(File was approved by ELT)
- F.** Resolution Approving Right-of-Way Agreement between Adams County and Unlimited Motors, LLC, for Property Necessary for Welby Road Intersection Improvements at East 88th Avenue Project  
(File was approved by ELT)
- G.** Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Nanney, Cliff Brooks, Michael Lemcke, Dean Dominguez, and Sterling Boom as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.  
(File was approved by ELT)
- H.** Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Nanney, Cliff Brooks, Michael Lemcke, Dean Dominguez, and Sterling Boom as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.  
(File was approved by ELT)
- I.** Resolution Approving the Intergovernmental Agreement for Scour Repairs to Weld County Bridge No. 2/25A (aka Adams County Bridge No. ADA168-12.05070) Over the South Platte River between Adams County and Weld County  
(File was approved by ELT)
- J.** Resolution Setting Forth the Final Decisions of the Adams County Board of Equalization for Tax Year 2017  
(File was approved by ELT)
- K.** Resolution Approving Tenant Estoppel Certificate Related to the Office Space Lease between Adams County and Metro North, LTD., for Premises at 11990 Grant Street  
(File was approved by ELT)
- L.** Resolution Approving Tenant Estoppel Certificate Related to the Rooftop Antennae Lease between Adams County and Metro North, LTD., at 11990 Grant Street  
(File was approved by ELT)

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

- 1.** Resolution Awarding an Agreement to Tetras Corporation for a Community Corrections Case Management System  
(File was approved by ELT)
- 2.** Resolution Approving Amendment Two to the Agreement between Adams County and Savio House for Home Based Intervention Services  
(File was approved by ELT)

**B. COUNTY ATTORNEY**

**8. LAND USE HEARINGS**

**A. Cases to be Heard**



1. RCU2017-00031 SunShare Hudson  
(File was approved by ELT)
2. RCU2017-00023 Fellows Elder Care  
(File was approved by ELT)
3. RCU2017-00025 Pioneer Solar Project - North  
(File was approved by ELT)
4. RCU2017-00026 Pioneer Solar Project - South  
(File was approved by ELT)

## **9. ADJOURNMENT**

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

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR  
TUESDAY, OCTOBER 24, 2017**

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:07 AM)

3. MOTION TO APPROVE AGENDA (09:07 AM)

**Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.**

4. AWARDS AND PRESENTATIONS (09:07 AM)

5. PUBLIC COMMENT (09:07 AM)

A. Citizen Communication

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

B. Elected Officials' Communication (09:10 AM)

6. CONSENT CALENDAR (09:10 AM)

A. 17-748 List of Expenditures Under the Dates of October 11-13, 2017

B. 17-749 Minutes of the Commissioners' Proceedings from October 17, 2017

C. 17-766 Adams County Public Trustee Operational Expense for the Quarter Ending September 2017

D. 17-676 Resolution Approving a Lease between Adams County and the Denver Indian Center for a Portion of the Pete Mirelez Human Services Center to Provide Client Services (File was approved by ELT)

E. 17-720 Resolution Approving a Lease between Adams County and Family Tree, Inc., for a Portion of the Pete Mirelez Human Services Center to Provide Client Services (File was approved by ELT)

F. 17-722 Resolution Approving a Lease between Adams County and Maple Star Colorado for a Portion of the Pete Mirelez Human Services Center to Provide Client Services (File was approved by ELT)

G. 17-724 Resolution Approving a Lease between Adams County and La Raza Services, Inc., for a Portion of the Pete Mirelez Human Services Center to Provide Client Services (File was approved by ELT)

H.

- 17-725 Resolution Approving a Lease between Adams County and Seniors' Resource Center for a Portion of the Pete Mirelez Human Services Center to Provide Client Services (File was approved by ELT)
- I. 17-735 Resolution Approving Right-of-Way Agreement and Memorandum of Right-of-Way Agreement between Adams County and Discovery DJ Services, LLC, for an Easement to Construct a Transmission Pipeline on County Owned Property Along Riverdale Road (File was approved by ELT)
  - J. 17-760 Resolution Approving the Adams County Colorado Policy Regarding Collective Bargaining and the Adams County Colorado Policy for Supervisors and Managerial Employees Regarding Collective Bargaining (File was approved by ELT)

**Motion to Approve 6. CONSENT CALENDAR Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.**

7. NEW BUSINESS (09:11 AM)

A. COUNTY MANAGER (09:11 AM)

1. 17-739 Resolution Awarding a Purchase Order to Motorola Solutions for the Radio Replacement Project (File was approved by ELT) (09:11 AM)  
**Motion to Approve 1. 17-739 Resolution Awarding a Purchase Order to Motorola Solutions for the Radio Replacement Project (File was approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.**
2. 17-746 Resolution Awarding an Agreement to CML Security LLC for the Human Management Interface System Upgrade (File was approved by ELT) (09:14 AM)  
**Motion to Approve 2. 17-746 Resolution Awarding an Agreement to CML Security LLC for the Human Management Interface System Upgrade (File was approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.**
3. 17-747 Resolution Awarding an Agreement to CML Security LLC for the Detention Center Security System Maintenance Services (File was approved by ELT)  
**Motion to Approve 3. 17-747 Resolution Awarding an Agreement to CML Security LLC for the Detention Center Security System Maintenance Services (File was approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.**
4. 17-740 Resolution Awarding an Agreement to Ulteig Engineering Inc., for the ADA Transition Program (File was approved by ELT) (09:16 AM)  
**Motion to Approve 4. 17-740 Resolution Awarding an Agreement to Ulteig Engineering Inc., for the ADA Transition Program (File was approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.**
5. 17-741 Resolution Approving Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek Filing 6 (File was approved by ELT) (09:21 AM)  
**Motion to Approve 5. 17-741 Resolution Approving Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek Filing 6**

**(File was approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, passed with a roll call vote 4:1.**

6. 17-742 Resolution Approving Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek Filing 9 (File was approved by ELT)

**Motion to Approve 6. 17-742 Resolution Approving Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek Filing 9**

**(File was approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, passed with a roll call vote 4:1.**

7. 17-743 Resolution Approving Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek Filing 10 (File was approved by ELT)

**Motion to Approve 7. 17-743 Resolution Approving Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek Filing 10**

**(File was approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, passed with a roll call vote 4:1.**

8. 17-744 Resolution Approving Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek School Site (File was approved by ELT)

**Motion to Approve 8. 17-744 Resolution Approving Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek School Site**

**(File was approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, passed with a roll call vote 4:1.**

**B. COUNTY ATTORNEY (09:33 AM)**

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 Aurora Highlands Regional Transportation Authority

**Motion to Approve Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402 (4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Aurora Highlands Regional Transportation Authority Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.**

**8. ADJOURNMENT**

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> Resolution approving Right-of-Way Agreement and Memorandum of Right-of-Way Agreement between Adams County and Discovery DJ Services, LLC, for an easement to allow a natural gas and crude oil pipeline on County owned property along Brighton Road
<b>FROM:</b> Kristin Sullivan, Director, Community & Economic Development Department
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Right-of-Way Agreement and Memorandum of Right-of-Way Agreement.

### **BACKGROUND:**

Discovery DJ Services (Discovery) is requesting Adams County to approve a Right-of-Way Agreement and Memorandum of Right-of-Way Agreement for an easement to allow a pipeline for transporting natural gas and crude oil on and across Adams County owned property. The property is located north of E-470 along Brighton Road and currently used as the South Platte River Trail parking area. Specifically, the request is for a 30-foot wide permanent easement of approximately 393 feet in length and an associated temporary construction easement of an additional 30 feet in width and 393 feet in length. All disturbed land will be replaced and put back to its previous condition, as specified in the Agreement.

The pipeline is a portion of the Ward Petroleum well-connect for their Riverdale multi-well pad. The well-connect pipeline was approved administratively, as allowed by their Memorandum of Understanding (MOU) with Adams County. The MOU defines well-connects as a pipeline 10” or less in diameter and two miles or less in length, laid from a custody transfer point or production facility to an existing gathering line connection point. Discovery has been contracted to construct the pipeline for Ward Petroleum. This segment of the Boardwalk Pipeline will consist of two separate pipelines: an 8-inch crude oil pipeline and a 10-inch natural gas pipeline. The pipeline will commence at the Ward Petroleum Riverdale well pad, located north of E-470

on Riverdale Road, traverse southward through private properties, and then go through the E-470 multi-use easement, until termination at the northeast intersection of Brighton Road and 136<sup>th</sup> Avenue.

The attached Right-of-Way Agreement has been negotiated under mutually agreed conditions to protect the County's infrastructure. The attached Right-of-Way Agreement and Memorandum of Right-of-Way Agreement will allow Discovery to install and maintain the natural gas and crude oil pipelines on the County's property.

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

Community & Economic Development, Transportation, Office of the County Attorney

**ATTACHED DOCUMENTS:**

BOCC Draft resolution

Right-of-Way Agreement

Memorandum of Right-of-Way Agreement

Exhibit Trailhead

Permit for Construction UTL2017-00415

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

Resolution 2017-

**RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT AND  
MEMORANDUM OF RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND DISCOVERY DJ SERVICES, LLC, FOR AN  
EASEMENT TO CONSTRUCT A TRANSMISSION PIPELINE ON  
COUNTY OWNED PROPERTY ALONG BRIGHTON ROAD**

WHEREAS, Adams County owns property (the “Property”) north of E-470 along Brighton Road being a portion of Lot 1 of Willow Bay Subdivision Filing No. 1 located in the Southeast Quarter of Section 23, Township 1 South, Range 67 West of the 6th Principal Meridian, Adams County, Colorado; and,

WHEREAS, the Property was dedicated for pedestrian trailhead purposes and is used for parking along the South Platte River Trail; and,

WHEREAS, Discovery DJ Services, LLC (“Discovery”), desires to construct an underground 12.75 inch steel pipeline and appurtenances to transport natural gas and natural gas condensate in Adams County (as more particularly described in that certain Conditional Use Permit Application Case # RCU2017-00011, Case Name: Discovery Boardwalk Pipeline Project – Segment II); and,

WHEREAS, Discovery has requested permanent and temporary easements in the form of a Right-of-Way Agreement over a portion of the Property for a portion of this pipeline approximately 393 feet in length; and,

WHEREAS, under the terms and conditions of the Right-of-Way Agreement and Memorandum of Right-of-Way Agreement, the approval and granting of said Right-of-Way Agreement will not adversely affect the use of the Property; and,

WHEREAS, this location will allow transmission of petroleum products between Discovery facilities without encroaching into the Adams County Road right-of-way except for occasional near right angle crossings thereof.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement and Memorandum of Right-of-Way Agreement between Adams County and Discovery DJ Services, LLC, copies of which are attached hereto and incorporated herein by this reference, be approved.

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





have excessive settling and sufficiently compact and re-vegetate the soil within a reasonable period of time being not less than (2 years) after completion of construction to the condition that existed at the time immediately prior to the placement of Discovery's pipeline, to the extent reasonably practicable.

5. If Discovery temporarily removes a gate, fence, or a portion of a fence in the Right of Way area in connection with its pipeline installation or maintenance operations, Discovery agrees to replace said gate, fence, or portion of fence with that of a like kind and quality upon completion of its pipeline installation or maintenance operations.
6. Grantor hereby grants to Discovery and its successor and assigns the right of ingress and egress to and from the Right of Way for any and all purposes necessary or convenient, including but not limited to geotechnical, cultural, and environmental surveys, related to the exercise by Discovery of the rights granted in this Agreement on, over and across the Right of Way and any adjacent property owned by Grantor.
7. Grantor hereby grants to Discovery and its successors and assigns the right to use a strip of land thirty (30) feet in width as a temporary workspace easement to be located along, adjacent to and parallel with the Right of Way. Grantor hereby also grants to Discovery and its successors and assigns the right to use additional workspace at the crossing of existing easements, roads, railroads, streams, canals or uneven terrain alongside the Right of Way as needed during the exercise of any of the rights granted in this Agreement and will have the right at any time to clear and keep clear the Right of Way of any trees, shrubs, or brush without payment for damages.
8. Grantor will not construct or erect any temporary or permanent buildings, structures or other obstructions or improvements in, on or under the Right of Way, and will not change the depth of the cover over any of Discovery's Facilities (collectively, "**Encroachments**"). Discovery will have the right to remove any and all such Encroachments. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way to any third parties, without the prior written consent of Discovery.
9. Discovery agrees to comply with any applicable federal and state regulations, orders and rules related to the Facilities and the exercise of Discovery's rights hereunder.
10. Discovery agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages, or injuries (including death) to persons or property to the extent caused by Discovery's negligence or the negligence of Discovery's employees, and/or authorized agents, affiliates, or any other third party working on behalf of Discovery (collectively, "**Discovery's Representatives**") in connection with Discovery's or Discovery's Representatives' use of the Facilities and/or Right of Way.
11. Grantor agrees to cooperate with Discovery, at no expense to Grantor, and without any additional consideration from Discovery, to execute, acknowledge, and deliver to Discovery, its successors and assigns, such instruments as are reasonably useful or necessary for Discovery to exercise its rights under this Agreement, including but not limited to curative title documents, and such documents as are reasonably useful or necessary to correct a description and evidence such correction in the appropriate amendments, and documents pertaining to related permits.
12. Discovery shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien that covers, in whole or in part the Right-of-Way and

shall be subrogated to such lien and rights.

13. This Agreement and privileges granted in this Agreement are divisible, assignable and transferable in whole or in part by Discovery. This Agreement can be signed in counterparts with the same effect as if both Grantor and Discovery signed one agreement. It is hereby agreed that the party securing this grant on behalf of Discovery is without authority to make any covenant or agreement not expressed in this Agreement.
14. All notices must be in writing and must be delivered to the above addresses in order to be effective unless changed by either party through prior written notice to the other. All payments made to Grantor pursuant to the terms of this Agreement will be made by Discovery by check, payable and mailed or delivered to Grantor at the last known address of Grantor. Should the entities or persons that comprise Grantor be more than one in number at any given time, each such entity or person will receive any payment provided under this Agreement in such proportion as their respective interest bears to the entire fee simple title of the Right of Way.
15. If any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof will be considered to be deleted, and the remainder of this Agreement will constitute the agreement between Grantor and Discovery covering the subject matter hereof.
16. Grantor and Discovery intend and agree that the Right of Way and the rights granted in this Agreement are and will be a covenant running with the land and will be binding on and inure to the benefit of Grantor, Discovery and their successors, heirs and assigns.
17. Grantor and Discovery acknowledge and agree that this Agreement contains and expresses all the agreements and obligations of Grantor and Discovery with respect to the rights granted in this Agreement and no covenant, agreement, or obligation not expressed in this Agreement shall be imposed upon Grantor or Discovery, their heirs, successors and assigns, unless in writing and executed by both Grantor or Discovery. A Memorandum will be executed, in recordable form, by both Grantor and Discovery and recorded by Discovery (at Discovery's sole cost) with the Adams County Recorder. Said Memorandum will describe the parties, the Property, the Right of Way and will incorporate this Agreement by reference, but will not disclose the consideration or other terms of this Agreement other than those stated in this sentence.
18. Venue for any dispute regarding this Agreement shall be in Adams County, CO.

EXECUTED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

IN WITNESS WHEREOF, the Grantor has executed this Right-of-Way Agreement on the date set forth above.

ATTEST:  
STAN MARTIN,  
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Chair

APPROVED AS TO FORM:

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

**DISCOVERY:**

**Discovery DJ Services, LLC**

\_\_\_\_\_  
By: Cory G. Jordan  
Its: EVP Operations

**ACKNOWLEDGEMENTS**

**STATE OF TEXAS**                    )  
  )  
**COUNTY OF DALLAS**                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Cory G. Jordan**, as **EVP Operations**, of **Discovery DJ Services, LLC**, a Texas limited liability company, and being authorized to do so, on behalf of said company.

WITNESS my hand and Official Seal.

\_\_\_\_\_  
Notary Public in and for said State and County

MY COMMISSION EXPIRES:

\_\_\_\_\_

**Exhibit "A"**

Attached to and made a part of that certain Right of Way Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the **County of Adams**, as Grantor and **Discovery DJ Services, LLC** as Discovery.



3. Grantor and Discovery, for themselves and their respective heirs, successors or assigns, agree to observe, conform to and comply with such terms, covenants and conditions on the part of each of them to be observed and performed under the Agreement.
4. Both Grantor and Discovery intend and agree that the easement and right of way granted pursuant to, and all the term and conditions of, the Agreement are covenants running with the land.
5. Grantor and Discovery hereby ratify in all respects the grant of the easement and right of way and all other provisions contained in the Agreement as of the effective date of the Agreement.
6. This Memorandum is executed in simplified short form for the convenience of Grantor and Discovery and for the purpose of recording the same to place every person on notice of the existence of the Agreement. This Memorandum will not have the effect of modifying, supplementing or abridging the Agreement or any of its provisions. In the event of a conflict between the terms of the Agreement and the terms of this Memorandum, the terms of the Agreement will govern and control.

IN WITNESS WHEREOF, Grantor and Discovery have executed this Memorandum on the respective dates as set forth in the acknowledgments below.

ATTEST:  
 STAN MARTIN,  
 CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS  
 ADAMS COUNTY, COLORADO

\_\_\_\_\_  
 BY:

\_\_\_\_\_  
 Chair

APPROVED AS TO FORM:

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

**DISCOVERY:**

**Discovery DJ Services, LLC**

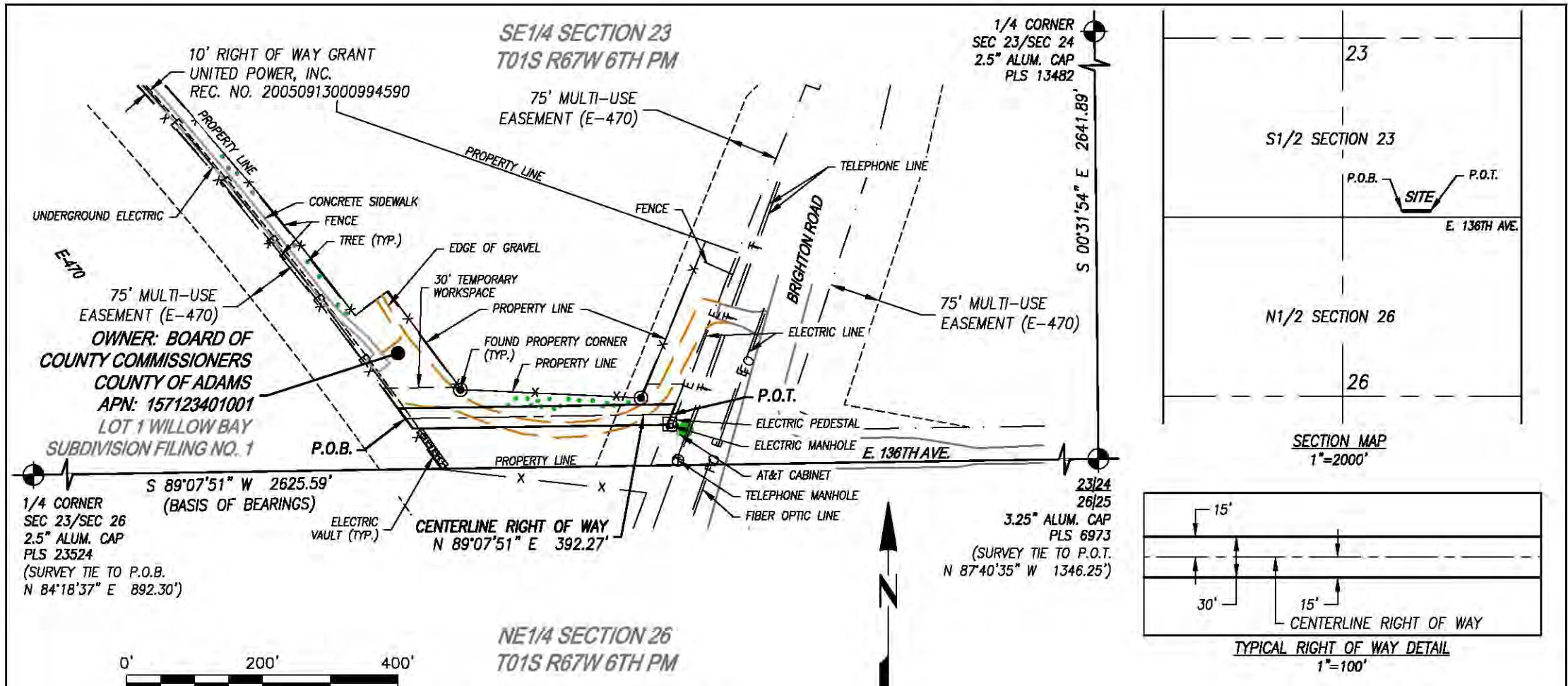
\_\_\_\_\_  
 By: Cory G. Jordan  
 Its: EVP Operations





**Exhibit "A"**

Attached to and made a part of that certain Right of Way Agreement dated the \_\_\_\_\_ day  
of \_\_\_\_\_, 2017 by and between the **Board of County Commissioners, County of Adams**, as Grantor  
and **Discovery DJ Services, LLC** as Discovery.



**NOTES**

- 1.) LOCATIONS OF UTILITIES AND FOREIGN PIPELINES WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE. THESE LOCATIONS IF SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO EXCAVATION.
- 2.) THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- 3.) THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF ANY LAND BOUNDARY, EASEMENT, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
- 4.) BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "VRS NOW" POSITIONING SYSTEM AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106). DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999725885.
- 5.) 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.
- 6.) THIS EXHIBIT WAS PREPARED BY DOUGLAS W. CHINN, PLS 37070, FOR AND ON BEHALF OF ACKLAM, INC. 195 TELLURIDE ST., SUITE 7, BRIGHTON, CO 80601.
- 7.) SEE THE ATTACHED DESCRIPTION BY WHICH THIS REFERENCE IS MADE HEREOF.

<p><b>Acklam, Inc.</b> 195 Telluride St., Suite 7 Brighton CO, 80601</p>	<p><b>DISCOVERY DJ SERVICES LLC</b> <b>EXHIBIT "A" RIGHT OF WAY LANDS</b> <b>SE1/4 SECTION 23 T1S</b> <b>R67W 6TH PM, ADAMS COUNTY, COLORADO</b></p>	<p>SCALE: 1"=200'</p>		
	<p>REVISIONS:</p> <table border="1"> <tr> <td>REV: C DW</td> <td>06/13/17</td> </tr> <tr> <td>SRID: CO-AD-01BRIVERD</td> <td></td> </tr> </table>	REV: C DW	06/13/17	SRID: CO-AD-01BRIVERD
REV: C DW	06/13/17			
SRID: CO-AD-01BRIVERD				

**PRELIMINARY**

**PERMANENT NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT**

A 30.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THAT PARCEL DESCRIBED IN A SPECIAL WARRANTY DEED TO THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS, STATE OF COLORADO FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER AT RECEPTION NO. 2013000040462, SAID PARCEL DESCRIBED AS LOT 1 OF WILLOW BAY SUBDIVISION, FILING NO. 1 ACCORDING TO THE MAP OR PLAT THEREOF, FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER AT RECEPTION NO. 2013000028648; SAID PARCEL IS LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 01 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

**PERMANENT PIPELINE RIGHT OF WAY**

A 30.00 FOOT WIDE STRIP, BEING 15.00 FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 23, BEING A 2.5 INCH ALUMINUM CAP MARKED PLS 23524, THENCE NORTH 84°18'37" EAST A DISTANCE OF 892.30 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID PARCEL, THE WEST LINE OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE NORTH 89°07'51" EAST, DEPARTING THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF SAID LOT 1, A DISTANCE OF 392.27 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID PARCEL, THE EAST LINE OF SAID LOT 1 AND THE **POINT OF TERMINUS**, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 23, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 6973, BEARS SOUTH 87°40'35" EAST A DISTANCE OF 1346.25 FEET.

TOGETHER WITH A 30.00 FOOT WIDE TEMPORARY WORKSPACE BEING PARALLEL, CONTIGUOUS, ADJACENT AND LYING WEST OF THE WEST LINE OF THE ABOVE DESCRIBED 30.00 FOOT WIDE PERMANENT PIPELINE RIGHT OF WAY "A", CONTAINING 0.219 ACRES (9,518 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN SAID PARCEL AND WITHIN SAID LOT 1 AS DEPICTED ON SHEET 1 OF 2.

THE SIDELINES OF THE HEREIN DESCRIBED RIGHT OF WAY AND TEMPORARY WORKSPACE ARE SHORTENED OR LENGTHENED TO BEGIN ON THE WEST LINE OF SAID PARCEL, AND THE WEST LINE OF SAID LOT 1, AND TO TERMINATE ON THE EAST LINE OF SAID PARCEL AND THE EAST LINE OF SAID LOT 1.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 392.27 FEET, CONTAINING 0.270 ACRES (11,769 SQUARE FEET) OF LAND, MORE OR LESS.

NOTES:

1. SEE THE ATTACHED EXHIBIT BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106). DDE
4. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999725885.
5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 01 SOUTH, RANGE 67 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED ON THE EAST BY THE SOUTHEAST ONE-QUARTER CORNER OF SAID SECTION 23, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 6973, AND ON THE WEST BY THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 23, BEING A 2.5 INCH ALUMINUM CAP MARKED PLS 23524, AND BEARS SOUTH 89°07'51" WEST.

REVISIONS

NO.	DATE	BY	DESCRIPTION
A	05/22/17	SMF	ROUTE CHANGE
B	05/31/17	DWC	ADDED TWS AREA
C	06/13/17	DWC	REVISED PREAMBLE

PROJ. NO. 160004  
 PREPARED BY: DOUGLAS W. CHINN  
 DATE PREPARED: 05/22/17  
 FOR AND ON BEHALF OF ACKLAM, INC..  
 195 TELLURIDE ST., SUITE 7, CO 80601  
 303.659.6267  
 CO\_AD\_018RIVERD\_COUNTY\_OF\_ADAMS\_REV\_C.docx  
 PRINTED: 6/13/2017 9:37:00 AM Doug Chinn



**Adams County Transportation Department, Construction Management  
Permit for Construction of Facilities in the Public Right of Way**

**Issue Date:** 09/20/2017      **Permit No.** UTL2017-00415  
**Permittee:** Milestone Companies LLC  
 Graham Johnston  
 4626 WCR 65  
 Keenesburg CO 80643

**Phone Number:** 303-732-4021  
**License Number:**  
**Expiration Date:**

Permit Fees		
Inspection Fee (Street Access)		60.00
Inspection Fee (Utility Line Extension)		186.40
Permit Fee		80.00
<b>Total Permit Cost:</b>		<b>\$326.40</b>
<b>Amount Paid</b>	<b>Receipt #</b>	<b>Check #</b>
\$326.40	71770	

**PERMIT LOCATION INFORMATION**

**Permit Location:** ADCO - see site plan      **Section:**      **Township:**      **Range:**  
**Plat Name:**      **Conduit Material:**      **Conduit Size:**  
**Type of Work:** UTL  
**Length:** 10560      **Width:**      **Installation Type:** Open Cut      **Facility Type:**  
**Description:** Will be placing approx 2 miles of 8" oil and 10" gas pipeline (side by side) per the site plan. Will trench approx 599' through ADCO owned land (near Riverdale Rd) and an additional 333ft through ADCO owned land (near Brighton Rd & E 136th Ave). Two road bores: Across Riverdale Rd and across Brighton Rd by E 136th Ave. No pot holes for line locates are expected within the ROW.

**INSPECTOR INFORMATION**

**Inspector:** Stephen Stewart      **Sector Number:** 2      **Approval Date:** September 20, 2017  
**Emergency Contact:** Jeff Brewster      **Phone:** 318-348-7693  
**Fee Collected and Permit Issued By:**

**REQUIREMENTS**

- |                              |                                     |   |                                     |
|------------------------------|-------------------------------------|---|-------------------------------------|
| ASPHALT INSPECTION           | <input type="checkbox"/>            | PATCH INSPECTION                          | <input type="checkbox"/>            |
| BACK FILL INSPECTION         | <input checked="" type="checkbox"/> | A FINAL INSPECTION WILL BE REQUIRED       | <input checked="" type="checkbox"/> |
| BASE COURSE INSPECTION REQ'D | <input checked="" type="checkbox"/> | PROTECTION OF ALL UTILITIES WILL BE REQ'D | <input checked="" type="checkbox"/> |
| BORING INSPECTION            | <input checked="" type="checkbox"/> | REMOVE-REPLACE EXISTING SIGNS             | <input checked="" type="checkbox"/> |
| EXCAVATION INSPECTION        | <input checked="" type="checkbox"/> | ALL TEST'S AS REQ'D BY ADAMS COUNTY       | <input checked="" type="checkbox"/> |
| FORM/CONCRETE INSPECTION     | <input type="checkbox"/>            |   |                                     |

## GENERAL PROVISIONS

1. All construction shall follow Adams County Development Rules and Regulations, and all applicable state and federal regulations and laws.
2. All pavement repairs shall be made in accordance with the Adams County Development Standards by the Permittee. Permittee shall also be responsible, when applicable, for any repairs necessary that are caused as a result of the work associated with this permit. The maintenance responsibility of work repairs shall be an obligation of the Permittee for a period of one year following Final Acceptance by Adams County.
3. Permittee shall be responsible for safety measures sufficient to protect the traveling public from any harm during execution of this permit. The Permittee shall provide the Adams County Traffic Section a Method of Handling Traffic (MHT) for review and approval prior to a permit being issued.
4. Permittee's facilities shall be placed in a location mutually agreed upon by the Permittee and Adams County and in accordance with the details and specifications shown on the approved construction plans. Permittee understands that Adams County may need to maintain, replace, modify or improve County facilities in the Right-of-Way in which Permittee's facilities are located. In the event that any such Adams County activities occur in the Right-of-Way, Permittee shall be solely responsible for re-locating, at Permittee's sole cost, facilities that Adams County determines need to be re-located. Adams County shall give 30 calendar days written notice when it determines facilities need to be re-located.
5. Permittee shall inform Adams County of construction methods, equipment and operational procedures that will be utilized. If the proposed methods, equipment and operational procedures are not in compliance with Adams County standards, policies, and procedures then the Permittee must make the appropriate changes to get the proposed plan into compliance.
6. Permittee shall advise Adams County 24 hours prior to construction excluding weekends and holidays and shall notify Adams County a minimum of 12 hours in advance if this date is changed.
7. Clearing of trees, bushes and other vegetation shall be held to the minimum required for construction and safety.
8. The Permittee shall provide to Adams County, documentation showing the location and installation of Erosion and Sediment Control details as required.
9. Permittee shall return the Right-of-Way to its original condition as near practicable and shall remove all rubbish and debris following completion of construction and before final inspection by the County. This includes the replacement of any facility as designated by the County Inspector, including but not limited to road striping, reflectors and delineators. If final inspection determines that additional corrective measures are necessary, corrective measures shall be initiated and completed within 30 calendar days.
10. Permittee will begin any and all work associated with this Permit within 6 months of the date of its issuance, or the Permit will be

**You must call Stephen Stewart, at 720-523-6963, 24 hours prior to starting construction and also after completion.**

By signing below, the undersigned, representing the owner of the facilities and Permittee, agrees to hold the County of Adams harmless from any and all claims which may arise from the construction and maintenance of the Permittee's facilities covered by this Permit except as the same may result from, or arise out of any neglect of said County, its employees or its agents. The Permittee also understands and verifies that he/she has read and understands all of the foregoing provisions, and that by virtue of his/her signature the Permittee is bound by and agrees to comply with every provision in this Permit, as well as all Adams County regulations, and all applicable state and federal regulations and laws.

X  \_\_\_\_\_ for permit UTL2017-00415





## Adams County Utility Street Cut Permit Application

(Complete and forward to [mrussell@adcogov.org](mailto:mrussell@adcogov.org)) (4/13/17)

**Contractors must have a current Certificate of General Liability Insurance and Bond on file with Adams County (ADCO). Insurance & Bond must be made out to the ADCO Public Works Dept.**

**Projects 500ft in length or larger must be submitted to the Development Engineering Department for further review. Ask the ROW Permit Technician for a copy of the application. Questions about the ROW permitting process may be submitted to the e-mail address shown above.**

Contractor/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date of work/repair: \_\_\_\_\_

Description of work: (Water, Sewer, Gas, Electric, Road Bore for Fiber/Communication) – **describe the work below, Submit a Site Plan/Drawing showing all road bore, UG and aerial locations with lengths.**

Location/address of work/repair: \_\_\_\_\_

Size of street cut within asphalt, gravel or dirt shoulder (length x width): \_\_\_\_\_

Size of cut within curb, gutter, sidewalk or other concrete (length x width): \_\_\_\_\_

Number of remaining potholes required for line locates apart from the street cut: \_\_\_\_\_

**Upon completion of any work, surfaces within ADCO ROW must be returned to a condition equal to or better than the original and within the least possible time.**

### Information required by Adams County Transportation Department –

- All street cuts and potholing for line locates require that a Traffic Control Plan (TCP) be submitted for review and approval prior to performing the street cut or line locate. Permits will be issued after TCP approval.
- All asphalt patches must meet or exceed the ADCO Trench Patching Detail. A copy of this can be provided or one can be found on-line under the county's Development Standards & Regulations.
- If an emergency street cut was required, then the contractor must notify the ROW Permit Technician within 24 hours (720-523-6821). A permit must still be initiated and obtained for the work/repair.
- Full street closures are not allowed. If required, approval must be obtained from either the ADCO Public Works Department Construction Manager, Director or Traffic Engineer. Contractors are responsible for informing ADCOM (303-288-1535) of any full street closure.





CERTIFICATION:  
ALL INFORMATION IS PROVIDED IN THE UTMOST GOOD FAITH BASED UPON THE BEST INFORMATION AVAILABLE AT THE TIME, INCLUDING EVERY REASONABLE EFFORT TO ENSURE THE ACCURACY AND VALIDITY OF INFORMATION PROVIDED. ERRORS AND OMISSIONS EXPECTED.

ISSUED FOR CONSTRUCTION

LEGEND	
	E-470 ROW LINE
	E-470 M.U.E.
	PROPOSED PIPELINE ALIGNMENT
	POINT OF ACCESS
	FOUND E-470 ROW MOVEMENT DURING DESIGN SURVEY TASK

NOTES:  
1. LOCATIONS OF UTILITIES AND PROPERTY LINES WERE DETERMINED FROM VISUAL SURFACE EVIDENCE. THESE LOCATIONS ARE SHOWN AND MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OWNER PRIOR TO CONSTRUCTION.  
2. MEASUREMENTS SHOWN HEREON ARE BASED ON THE DATUM ESTABLISHED AND OF THE ONLINE PROVISIONS USED BY THE STATE OF COLORADO. THE COMBINED COORDINATE SYSTEM OF 1983 NORTH ZONE 10 PLAN 88-54-105 & 106L DISTANCES SHOWN HEREON ARE IN US SURVEY FEET (SFD). THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.98020681.  
3. THE PROPOSED PIPELINE AND SHIELD PROFILE, IF SHOWN, IS INTENDED TO REPRESENT PHYSICAL CLEARANCES FOR PERMANENT PURPOSES. THE VERTICAL POSITION IS NOT BASED ON AN ENGINEERING DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION.

REFERENCED DRAWINGS		DRAWING REVISIONS				SCALE: NOT TO SCALE	
ID	DRAWING NUMBER	NO.	DESCRIPTION	BY	CHK	APVD	DATE
		0	INITIAL ISSUE				09/14/17

DATE: 09/14/17	JOB No: 162004
JOB NAME: RIVERDALE	DRAWN: PWC
REV: 0	CHK: DMC
DATE No: 100960	



**Acklam, Inc.**  
195 Telluride St., Suite 7  
Brighton CO, 80601

DISCOVERY DJ SERVICES LLC  
RIVERDALE TO SHARP AVE NO. 100960 & 100931  
COVER SHEET  
**PROPOSED 8" OIL & 10" GAS PIPELINE**

SHEET:  
**1 OF 4**  
RDAS - 001

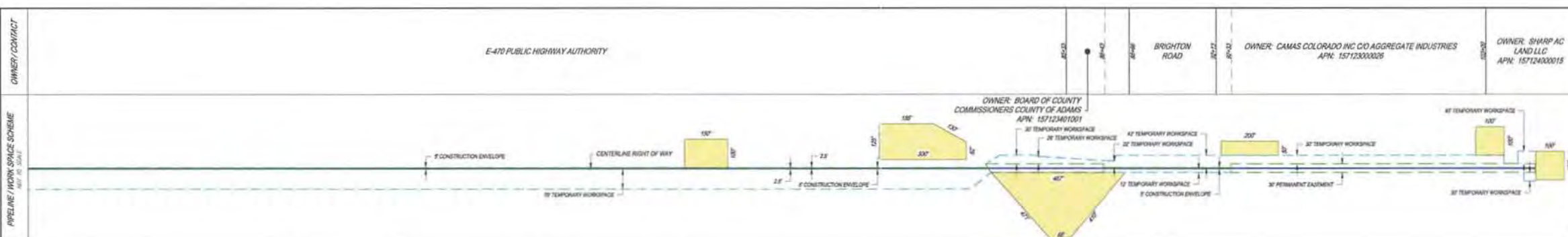






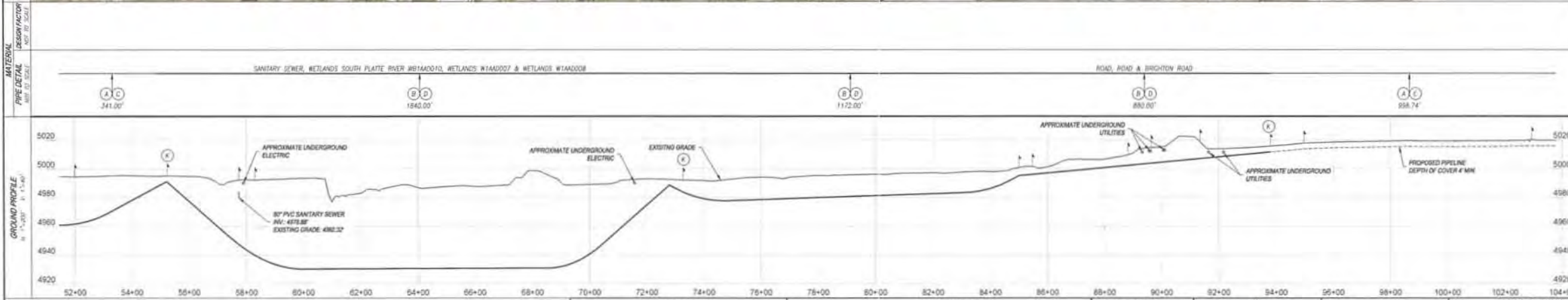
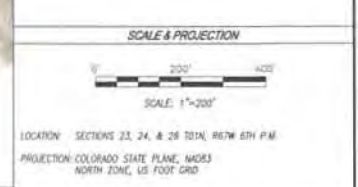






BILL OF MATERIALS		
ID	SIZE	QUANTITY
A	8.625" O.D. PIPE (0.219) SMLS/ENK CS API 5L PSL2 J-50 BBE 17-14 MILS FBE COATED	1140'
B	8.625" O.D. PIPE (0.322) SMLS/ENK CS API 5L PSL2 J-50 BBE 20-12 MILS FBE COATED	3892'
C	10.750" O.D. PIPE (0.250) SMLS/ENK CS API 5L PSL2 J-50 BBE 17-14 MILS FBE COATED	1140'
D	10.750" O.D. PIPE (0.363) SMLS/ENK CS API 5L PSL2 J-50 BBE 20-12 MILS FBE COATED	3592'
E	ELBOW 90 DEG. 3R. SEGMENTABLE BEND STD WALL CS MSS-SP-75 GR. Y-52 API 5L PSL2 ENK DR X-52	3
F	ELBOW 45 DEG. 3R. SEGMENTABLE BEND STD WALL CS MSS-SP-75 GR. Y-52 API 5L PSL2 ENK DR X-52	1
G	ELBOW 30 DEG. 3R. SEGMENTABLE BEND STD WALL CS MSS-SP-75 GR. Y-52 API 5L PSL2 ENK DR X-52	0
H	ELBOW 22.5 DEG. 3R. SEGMENTABLE BEND STD WALL CS MSS-SP-75 GR. Y-52 API 5L PSL2 ENK DR X-52	1
I	ELBOW 90 DEG. 3R. SEGMENTABLE BEND STD WALL CS MSS-SP-75 GR. Y-52 API 5L PSL2 ENK DR X-52	3
J	ELBOW 45 DEG. 3R. SEGMENTABLE BEND STD WALL CS MSS-SP-75 GR. Y-52 API 5L PSL2 ENK DR X-52	1
K	ELBOW 30 DEG. 3R. SEGMENTABLE BEND STD WALL CS MSS-SP-75 GR. Y-52 API 5L PSL2 ENK DR X-52	0
L	ELBOW 22.5 DEG. 3R. SEGMENTABLE BEND STD WALL CS MSS-SP-75 GR. Y-52 API 5L PSL2 ENK DR X-52	1
M	TYPE I TEST STATION W/ MARKER	3

- FIELD NOTES**
- CONSTRUCTION
  - RADIOGRAPH PER API 1104 STANDARDS LATEST EDITION
  - CODES THIS PIPELINE(S) INSTALLED UNDER THE FOLLOWING:
    - A 49 CFR 192 / 195
    - B ALL APPLICABLE PERMITS
    - C COMPANY STANDARDS
  - ALL CONSTRUCTION R.O.M. OUTSIDE E-470 IS 60' WIDE EXCEPT AS NOTED
  - THE LIMITS OF CONSTRUCTION WITHIN E-470 IS 75' WIDE EXCEPT AS NOTED THE LIMITS OF CONSTRUCTION WILL BE UNDER A PERMIT TO OCCUPY
  - TEST STATIONS WILL BE INSTALLED EVERY 5280' UNLESS OTHERWISE SPECIFIED
  - PIPELINE LINE MARKERS WILL BE INSTALLED AT EVERY ROAD CROSSING AND POINT OF INTERSECTION AND WITHIN LINE OF SIGHT, UNLESS OTHERWISE NOTED, PIPELINE SHALL BE INSTALLED A MINIMUM OF (10) FEET FROM DISTRIBUTION POWER POLE.
  - IN CASES WHERE A MINIMUM OF (10) FEET CANNOT BE ACHIEVED, THE CONTRACTOR IS RESPONSIBLE FOR SUPPORTING POWER POLES DURING CONSTRUCTION TO ACHIEVE ABOVE GRADING SUPPORT ELEVATIONS. CONTRACTOR TO FIELD BOND PIPE AS NECESSARY
  - DRILL PROFILE INTENDED AS A GUIDE ONLY. DRILLER IS RESPONSIBLE FOR FINAL PROFILE
  - PIPELINE TO BE INSTALLED WITH A MINIMUM VERTICAL CLEARANCE OF 24" AT ALL FOREIGN PIPELINE CROSSINGS UNLESS OTHERWISE NOTED
  - PIPELINE TO BE INSTALLED WITH A MINIMUM DEPTH OF 48" UNLESS OTHERWISE NOTED
  - 8 HOUR HYDROTEST PERFORMED AT 2160 - 2210 PSF FOR 8 HOURS
  - TESTING MUST ACHIEVE NO PRESSURE LOSSES FOR THE LAST TWO HOURS OF HYDROTEST
  - ALL UTILITY CROSSING WITHIN E-470 WILL BE FOLDED FOR A POSITIVE IDENTIFICATION AND LOCATION - BOTH HORIZONTAL AND VERTICAL PRIOR TO CONSTRUCTION
  - FIELD JOINT COATING: SP-2888 PER SEC. 8.9, DISCOVERY CONSTRUCTION SPECIFICATIONS DESIGN
  - PROCESURE: 1440 psig
  - DESIGN TEMP: 120°F
  - MAP # 2052MYS: GAS-520 page 06-568 page



**LEGEND**

- PERMIT TO OCCUPY
- TEMPORARY WORKSPACE
- E-470 ROW LINE
- E-470 M.I.L.E.
- EXISTING PIPELINE
- PROPOSED PIPELINE ALIGNMENT
- APPROX. EROSION CONTROL DEVICE
- P - OVERHEAD POWER LINE
- SS - SANITARY SEWER LINE
- T - TELEPHONE LINE
- FO - FIBER OPTIC LINE
- E - UNDERGROUND ELECTRIC
- U - UNDERGROUND UTILITY LINE
- FENCE
- DITCH
- PIPELINE MARKER
- DRILL ENTRY / EXIT
- POINT OF INTERSECTION
- ADDITIONAL TEMPORARY WORK SPACE
- WETLAND

NOTES:  
 1. LOCATIONS OF UTILITIES AND OTHER FEATURES WERE DETERMINED FROM PUBLIC RECORDS. THESE LOCATIONS AS SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHER MEANS TO BE IDENTIFIED.  
 2. EXISTING POWER POLES AND WIRES IN 20' CIRCUMFERENCE ARE NOT TO BE REMOVED UNLESS OTHERWISE SPECIFIED BY THE A/E AND PROTECTED TO REMAIN. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 1984 EDITION OF THE NATIONAL ELECTRICAL SAFETY CODE (NFPA 70E) AND THE 2008 EDITION OF THE NATIONAL ELECTRICAL SAFETY CODE (NFPA 70E) AND THE 2008 EDITION OF THE NATIONAL ELECTRICAL SAFETY CODE (NFPA 70E).  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CLEARANCES FOR CONSTRUCTION. THE A/E'S RESPONSIBILITY IS TO PROVIDE AN ENGINEERING DESIGN AND NOT TO BE USED FOR CONSTRUCTION.

ID	DRAWING NUMBER	TITLE	NO.	DESCRIPTION	BY	CHK	APP'D	DATE
1	1702-08-1130	10" GAS S. PLATTE RIVER KING	1	INITIAL ISSUE	FWC	ZWC		09/14/17
2	1702-08-1131	8" OIL S. PLATTE RIVER KING	2					

SCALE: 1" = 200'

DATE: 06/14/17  
 JOB NO: 160004  
 JOB NAME: RIVERDALE  
 DRAWN BY: RWC  
 CHK BY: ZWC  
 REV: 0  
 AFE NO: 100960

**DISCOVERY**  
MIDSTREAM PARTNERS

**Acklam, Inc.**  
195 Telluride St., Suite 2  
Brighton CO, 80601

**DISCOVERY DJ SERVICES LLC**  
RIVERDALE TO SHARP AFE NO. 100960 & 100931  
STA. 51+47 TO STA. 103+77

**PROPOSED 8" OIL & 10" GAS PIPELINE**

SHEET: 3 OF 4  
RDAS - 003





E 148th Pl

Callahan Ct

E 145th Ave

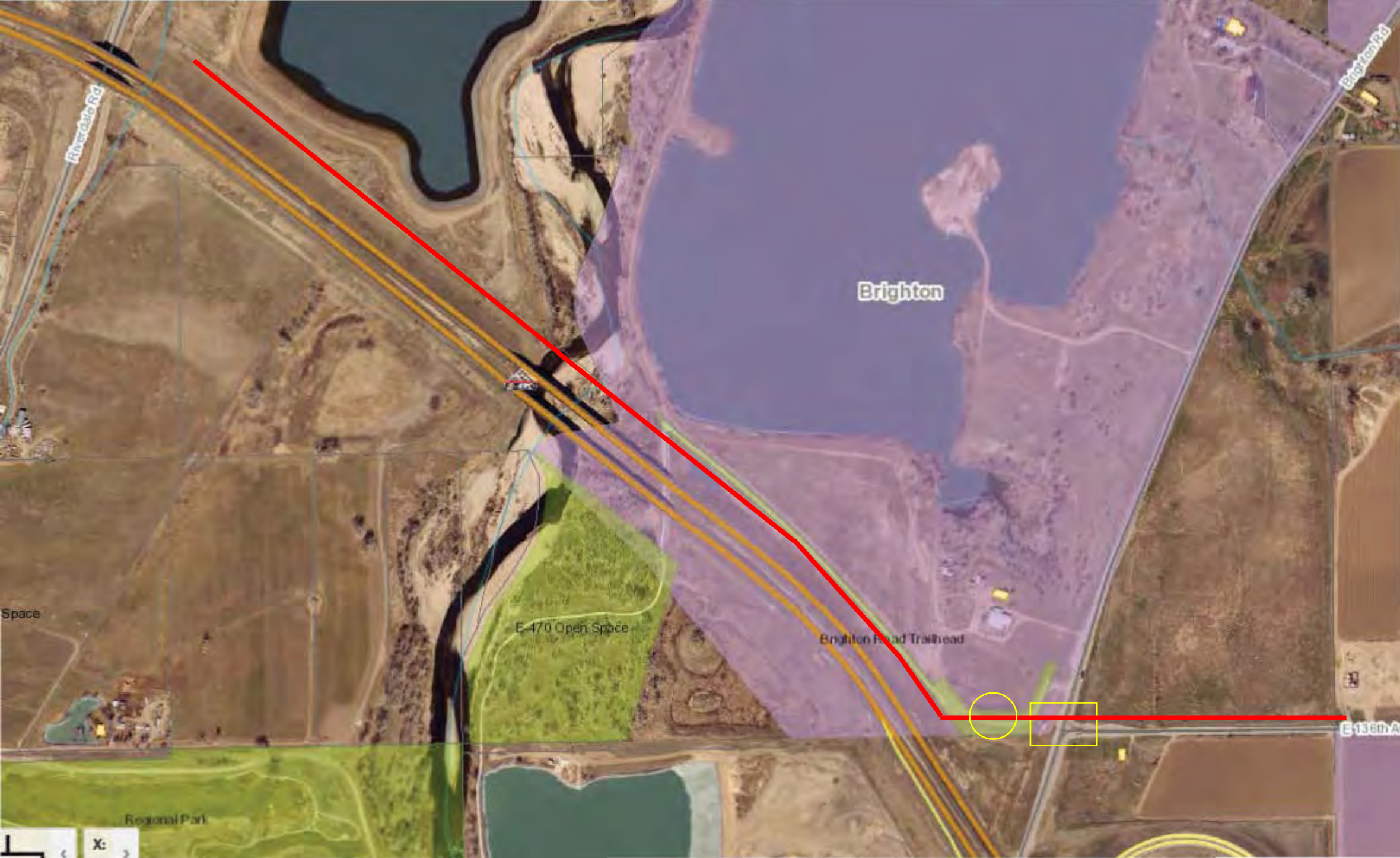
E 143rd Way

E 142nd Ave

Skydale Rd

495





Riverdale Rd

Brighton Rd

Brighton

E-470 Open Space

Brighton Road Trailhead

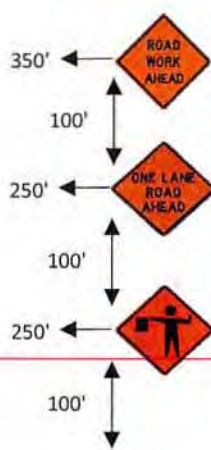
E-138th A

Regional Park

X:

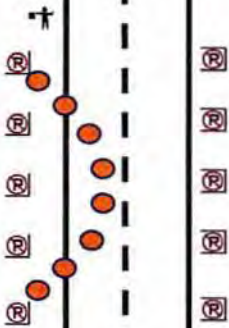




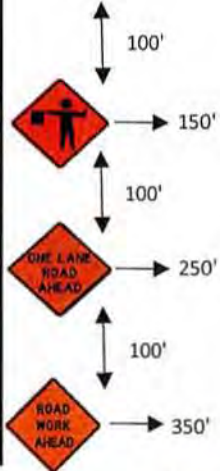


Various  
1 Lane Closure

This TCP is for pot holing  
within the road for line  
locates. May switch to  
other lane as needed



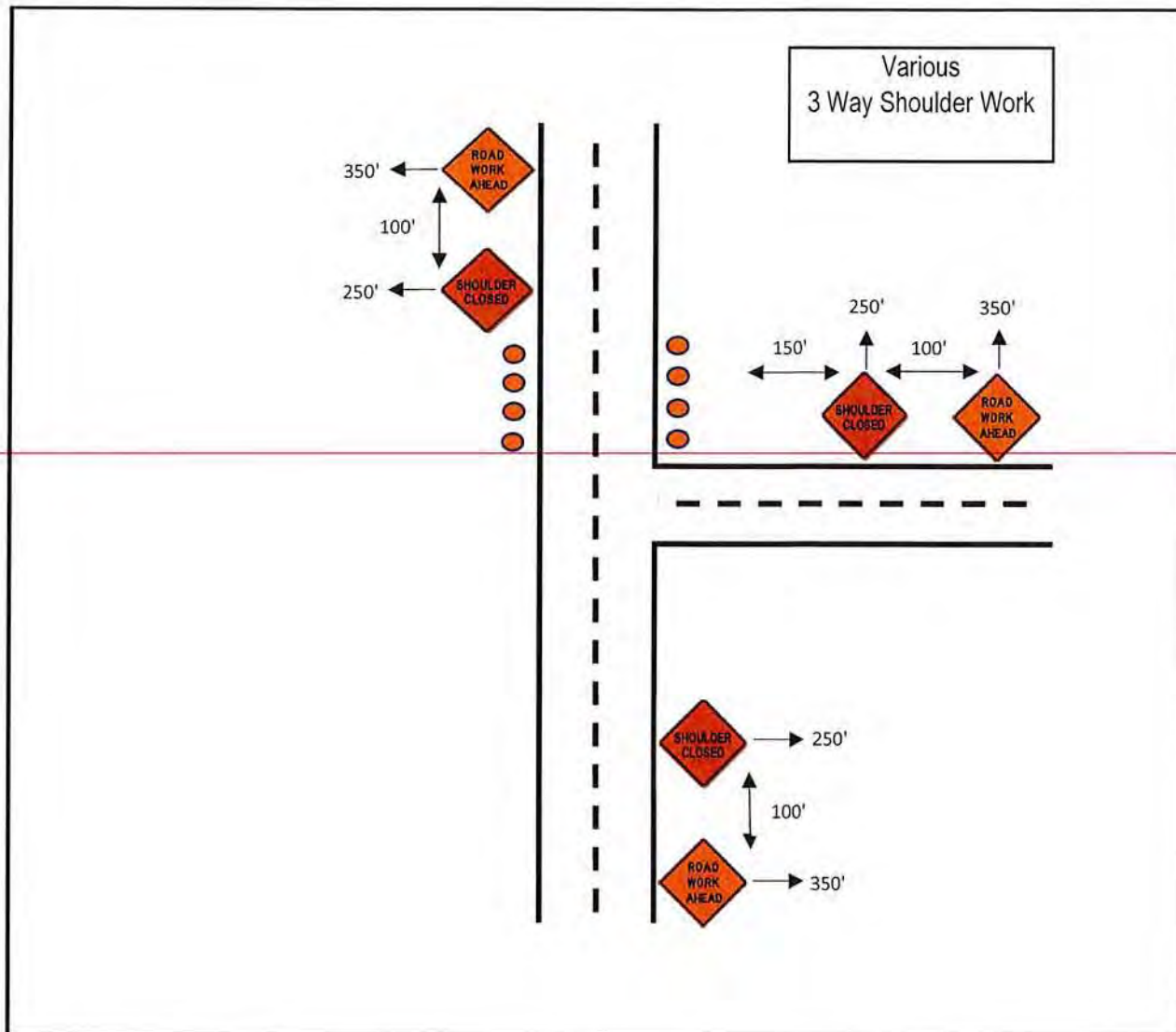
May Flip To Other Side  
As Needed



Work Hours 8am to 4pm, Monday - Friday.  
Contractor Is Responsible That All Traffic  
Control Devices Conform To The Current  
Edition of the M.U.T.C.D.  
Contractor Shall Provide All Local Access.  
Nighttime Lane Reductions Or Closures Are  
Prohibited Unless Approved Otherwise.  
ADCOM (303-288-1535) Must Be Contacted  
Whenever A Street Is Closed.  
Minimum Lane Width 10ft.  
Sign Spacing 100ft Min.

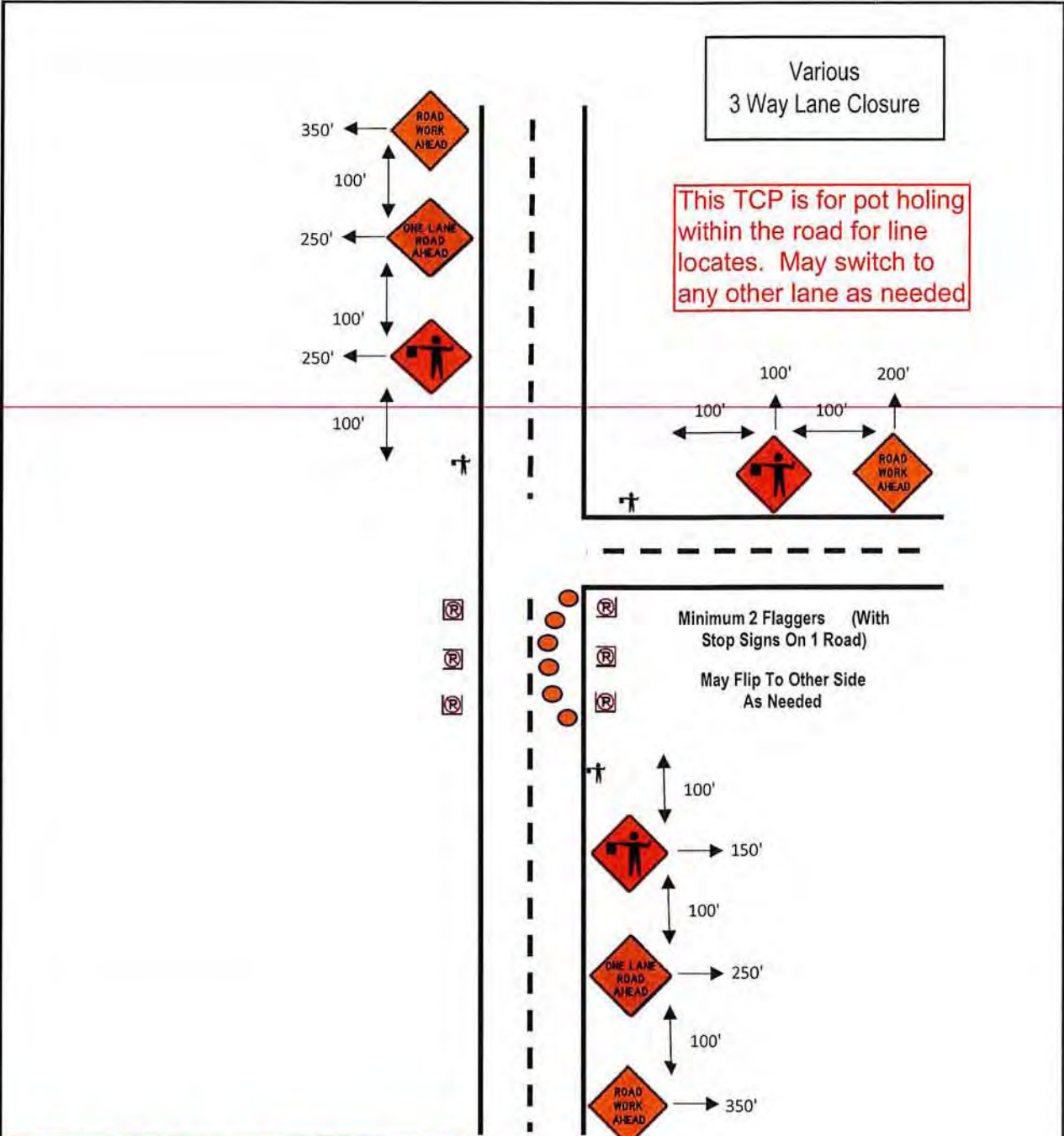
Approved 

9/18/17



Work Hours 8am to 4pm, Monday - Friday.  
 Contractor Is Responsible That All Traffic Control Devices Conform To The Current Edition of the M.U.T.C.D.  
 Contractor Shall Provide All Local Access.  
 Nighttime Lane Reductions Or Closures Are Prohibited Unless Approved Otherwise.  
 ADCOM (303-288-1535) Must Be Contacted Whenever A Street Is Closed.  
 Minimum Lane Width 10ft.  
 Sign Spacing 100ft Min.

Approved WGR 9/18/17



Work Hours 8am to 4pm, Monday - Friday.  
 Contractor Is Responsible That All Traffic Control Devices Conform To The Current Edition of the M.U.T.C.D.  
 Contractor Shall Provide All Local Access.  
 Nighttime Lane Reductions Or Closures Are Prohibited Unless Approved Otherwise.  
 ADCOM (303-288-1535) Must Be Contacted Whenever A Street Is Closed.  
 Minimum Lane Width 10ft.  
 Sign Spacing 100ft Min.

  
 Approved \_\_\_\_\_ 9/18/17





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> RESOLUTION AUTHORIZING THE CANCELLATION OF PROPERTY TAXES FOR TAX YEARS 2001 – 2006 ON ACCOUNT NUMBER R0141906
<b>FROM:</b> Gina Maldonado
<b>AGENCY/DEPARTMENT:</b> Treasurer's Office
<b>HEARD AT STUDY SESSION ON:</b> n/a
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the cancellation of uncollectable delinquent taxes.

### **BACKGROUND:**

The property taxes are uncollectable because the tax charge was for possessory interest for property located at Front Range Airport. The owner of record at the time, Sundance Air, Inc. canceled their lease and moved their operation to the Colorado Springs Airport.

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

Treasurer's Office  
Finance

### **ATTACHED DOCUMENTS:**

Resolution  
Current Statement of Taxes Due  
Correspondences from Sundance Air and Front Range Airport.

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION AUTHORIZING THE CANCELLATION OF PROPERTY TAXES FOR TAX YEARS 2001 – 2006 ON ACCOUNT NUMBER R0141906**

WHEREAS, the Adams County Treasurer has informed the Board of County Commissioners that she has determined that the property taxes for tax years 2001-2006 on account number R0141906 are uncollectible; and,

WHEREAS, the property taxes are uncollectable because the tax charge was on the possessory interest of property located at the Front Range Airport and the owner of record at the time, Sundance Air, Inc. canceled their lease and moved their operation to the Colorado Springs Airport; and,

WHEREAS, the Treasurer's records currently reflect an amount due of \$48,112.04 plus accrued interest on account number R0141906 for tax years 2001-2006; and,

WHEREAS, the Treasurer has requested that the Board of County Commissioners cancel the delinquent property taxes identified herein.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the delinquent property taxes for tax years 2001-2006 on account number R0141906 are hereby cancelled.



# Statement Of Taxes Due

Account Number R0141906

Parcel

Legal Description

Situs Address

POSSESSORY INTEREST AT FRONT RANGE AIRPORT

0

Account: R0141906  
ADAMS COUNTY  
4430 S ADAMS COUNTY PKWY 5TH FLOOR  
BRIGHTON, CO 80601-8222

.....

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
<b>Tax Charge</b>						
2006	\$3,651.08	\$0.00	\$4,527.34	\$0.00	\$0.00	\$8,178.42
2005	\$3,659.60	\$0.00	\$4,977.06	\$0.00	\$0.00	\$8,636.66
2004	\$3,741.12	\$0.00	\$5,536.86	\$0.00	\$0.00	\$9,277.98
2003	\$3,340.00	\$0.00	\$5,344.00	\$0.00	\$0.00	\$8,684.00
2002	\$3,139.77	\$0.00	\$5,400.40	\$0.00	\$0.00	\$8,540.17
2001	\$0.00	\$3,887.54	\$2,859.19	\$0.00	(\$2,333.63)	\$4,413.10
<b>Total Tax Charge</b>						<b>\$47,730.33</b>
<b>Grand Total Due as of 08/03/2017</b>						<b>\$47,730.33</b>

Tax Billed at 2016 Rates for Tax Area 446 - 446

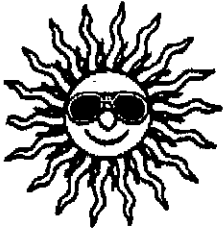
Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6590000	\$0.00	OTHER MISC EXMPT	\$158,670	\$46,010
FIRE DISTRICT 7	9.0630000	\$0.00	PRP		
ADAMS COUNTY	27.0550000	\$0.00	Total	\$158,670	\$46,010
SD 29	32.5940000	\$0.00			
URBAN DRAINAGE SOUTH PLATTE	0.0610000*	\$0.00			
URBAN DRAINAGE & FLOOD CONT	0.5590000*	\$0.00			
BENNETT PARK AND RECREATON	8.3540000	\$0.00			
Taxes Billed 2016	81.3450000	\$0.00			

\* Credit Levy

Tax amounts are subject to change due to endorsement, advertising, or fees.  
Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer  
PO Box 869  
Brighton, CO 80601  
720-523-6160



## **Sundance Air, Inc.**

37501 Cessna Way  
Watkins, CO 80137  
Phone: (303) 261-0293  
Fax (303) 261-0370

May 7, 2003

Chairman Ted Strickland  
Front Range Airport Authority  
5200 Front Range Parkway  
Watkins, CO 80137

Honorable Chairman:

Sundance Air, Inc. respectfully requests lease options for the lease executed April 1, 2000 with the Front Range Airport Authority.

Due to necessary corporate restructuring as our main revenue source is now in San Juan, Puerto Rico, we would like to be released from our lease obligations by June 1, 2003. Recently, United Parcel Service cancelled one of our three routes here in Colorado. Our director of maintenance Eldon Holtz and mechanic Robert Reeves are moving over to American Check Transport. The remaining two routes with Airborne Express are based out of Colorado Springs. It is our decision to move the maintenance to that location, leaving our accounting and chief pilot in the administration offices. We would like to move these personnel to a smaller executive office in Aurora as we would no longer need our FTG base.

As mentioned in our conversation today, we will speak to Bill Heiss to determine if we could reassign the lease to him. Another option would be to sublease our side of the hangar to another party.

Please be advised that we want a win-win situation. We have enjoyed our time at Front Range and are very interested in creating a workable outcome for Sundance and the Airport Authority. Merritt Bigelow, our CFO, will be present at the meeting today at 2:00 p.m. If you have any further questions at this time, I can be reached on my cell at 787-568-2284.

Respectfully,

Bert van Toornburg  
President/Director of Operations

# FRONT RANGE AIRPORT



INTERMODAL TRANSPORTATION HUB FOR COLORADO

June 17, 2003

Linda van Toornburg  
Vice President / Administration  
Sundance Air Inc.  
37501 Cessna Way  
Watkins, CO 80137

RE: Request to Cancel Lease dated April 1, 2000

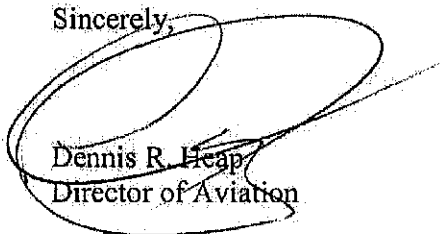
Dear Linda:

Thank you for your letter of June 13<sup>th</sup> stating that Sundance Air accepts the Authority's offer to terminate said lease by paying the current indebtedness of \$13,989.51.

However, the only way to accept the Authority's offer is to actually pay the outstanding balance of \$13,989.51. The Authority's offer will be withdrawn if full payment is not received by June 30, 2003.

Thank you for your cooperation

Sincerely,



Dennis R. Heap  
Director of Aviation

Copy Front Range Airport Authority  
General Counsel

# FRONT RANGE AIRPORT

TERMINAL TRANSPORTATION HUB FOR COLORADO

July 7, 2003

Linda van Toornburg  
Vice President / Administration  
Sundance Air Inc.  
37501 Cessna Way  
Watkins, CO 80137

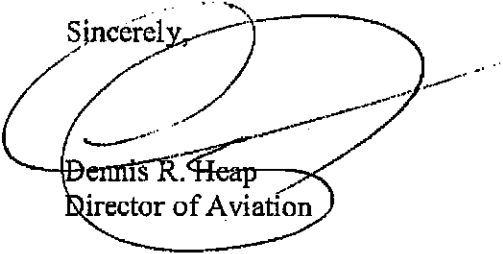
RE: Cancellation of Lease dated April 1, 2000

Dear Linda:

Thank you for your compliance with the terms of our letter dated June 6, 2003 and the payment of Sundance's outstanding indebtedness of \$13,989.51.

Per our understanding the Authority hereby cancels the Agreement dated April 1, 2000, between Front Range Airport Authority, and Sundance Air, Inc.

Sincerely,

  
Dennis R. Heap  
Director of Aviation

Copy Front Range Airport Authority  
General Counsel

# FAX



Front Range Airport

Support & Develop General Aviation

Date August 1, 2003

Number of pages including cover sheet 5

**TO:** James D. Robinson  
County Attorney  
Adams County

Phone 303-654-6116  
Fax Phone 303-654-6114

**FROM:** Dennis R. Heap  
Front Range Airport  
5200 Front Range  
Parkway  
Watkins, CO 80137-7131

Phone (303) 261-9100  
Fax Phone (303) 261-9195

**CC:**

**REMARKS:**  FYI  For your review  Reply ASAP  Please Comment

RE: Sundance Air - Past Due Tax

Jim,

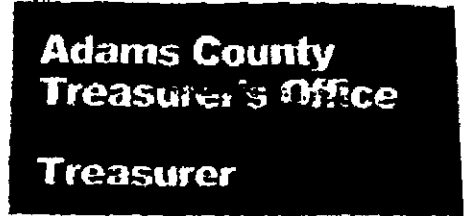
As you know Sundance is no longer at the Front Range Airport. Sundance moved their operation to the Colorado Springs Airport. To the best of my knowledge the Aurora Address is still a good one.

Perhaps you could give the Treasure's Office some assistance.

1235



Adams County Treasurer's Office  
450 S. 4<sup>th</sup> Ave  
Brighton, CO 80601  
  
Telephone: (303) 654-6160  
Fax: (303) 654-6171



Carol Eagan

**Fax**

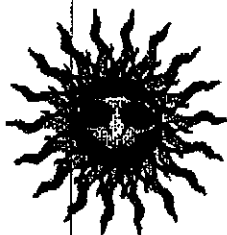
To: <u>SAMANTHA</u>	From: <u>Carol</u>
Fax: <u>303-261-9100</u>	Date: <u>7/25/03</u>
Phone:	Pages:
Re:	CC:

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

•Comments:

Copy of Statement of tax Due  
letter from Sundance Ali

The information contained in or attached to the FAX message is intended only for the CONFIDENTIAL use of the individual(s) named above. If you are not the named recipient or an agent responsible for delivering it to the named recipient, you are hereby notified that you have received this document in error and that review, dissemination, or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original documents to us by mail. Thank you.

**Sundance Air Inc.**

13791 East Rice Place  
Aurora, CO 80015  
Phone : (303) 261-0293  
Fax : (303) 261-0370

July 18, 2003

Adams County Clerk  
5150 Front Range Pkwy, #G  
Watkins, CO 80137

Re: Sundance Air Inc account #R0141906  
May 31, 2003 balance: \$3,518.82

Dear Sir or Madam:

As you are aware the above account is currently past due. Sundance like many other companies in our industry has experienced serious cash flow problems during the past twelve months. In addition there has been significant pressure on revenue from customers and costs continue to rise. The end result is that Sundance has fallen behind in its payments to vendors.

At this time Sundance has significant negative net worth. To cure this problem Sundance has implemented a cost cutting program, sought additional capital and renegotiated its' aircraft leases. The result has been to create positive cash flow for the company. Unfortunately, the negative cash flow from the past has created a large backlog of unpaid trade payables.

In order to cure that problem and continue to operate, Sundance is prepared to offer the following payment terms to vendors regarding open trade payables:

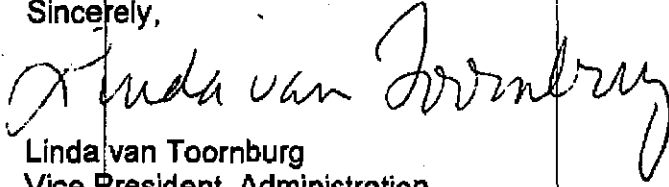
1. The balance of the amount due will be paid in equal monthly installments over 24 months of \$146.62.
2. Interest will be paid at the rate of 6% per annum.
3. As long as the payment plan remains current the vendor will continue to sell goods and/or services to Sundance on terms to be negotiated.
4. All vendors must accept the program by July 30, 2003 in order for it to become effective.

Page Two  
Sundance Air, Inc.

Please indicate acceptance of the above proposal by signing and returning the attached copy of this letter.

Thank you for your assistance and cooperation.

Sincerely,



Linda van Toornburg  
Vice President, Administration

Agreed and accepted.

Adams County Clerk

By: \_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Please fax to 303-261-0370 or send to above address. Thank you.

Report Date: 07/25/2003 02:49PM

**ADAMS COUNTY TREASURER  
STATEMENT OF TAXES DUE**

Page: 1

SCHEDULE NO: R0141906

ASSESSED TO:  
SUNDANCE AIR INC  
% MERRITT BIGELOW - CFO  
37501 CESSNA WAY  
WATKINS, CO 80137

**LEGAL DESCRIPTION:**

POSSESSORY INTEREST AT FRONT RANGE AIRPORT

PARCEL: 0602000000052 SITUS ADD: 0

TAX YEAR	CHARGE	TAX AMOUNT	INTEREST	FEES	PAID	TOTAL DUE
2001	TAX	3,887.54	583.13	0.00	0.00	4,470.67
2002	TAX	3,139.77	94.19	0.00	0.00	3,233.96
<b>TOTAL TAXES</b>						<b>7,704.63</b>

**GRAND TOTAL DUE GOOD THROUGH 07/31/2003 7,704.63**

**ORIGINAL TAX BILLING FOR 2002 TAX DISTRICT 446 -**

Authority	Mill Levy	Amount	Values	Actual	Assessed
ADAMS COUNTY	26.370	1,213.28	VACANT LAN	158,670	46,010
SCHOOL DIST. 29	30.121	1,385.87			
URBAN DRAINAGE & FLOOD CONTROL	0.531	24.43	TOTAL	158,670	46,010
BENNETT PARK AND RECREATON	3.500	161.04			
URBAN DRAINAGE SOUTH PLATTE	0.071	3.27			
FIRE DISTRICT 7 BENNETT	6.257	287.88			
ADAMS LIBRARY	1.391	64.00			
<b>TAXES FOR 2002</b>	<b>68.241</b>	<b>3,139.77</b>			

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER THE FOLLOWING DATES: PERSONAL PROPERTY AND MOBILE HOMES - SEPTEMBER 1, REAL PROPERTY - SEPTEMBER 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.  
P.O. Box 869  
Brighton, CO 80601  
(303) 654-6160



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> Emergency Management Performance Grant FY 2017 Agreement
<b>FROM:</b> Richard Atkins, Emergency Management Coordinator
<b>AGENCY/DEPARTMENT:</b> Office of Emergency Management - CEDD
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the grant agreement between the Colorado Department of Homeland Security & Emergency Management and Adams County.

### **BACKGROUND:**

This is a request to accept Emergency Management Performance Grant (EMPG) funding awarded by Colorado Department of Homeland Security and Emergency Management (DHSEM) from FEMA.

In Colorado, local governments have the responsibility to mitigate and provide for the safety of its citizens when facing any large-scale emergency or disaster. Colorado Revised Statute (CRS) 24-33.5-700 states that each county shall establish and maintain a disaster agency. This involves the chair of the board of county commissioners designating an emergency manager for the county with specific roles and responsibilities for the purpose of protecting the public during emergency and disasters. The emergency manager coordinates and provides responder training, emergency planning, mitigation alternatives and actions, and recovery operations. The local emergency management agency is to develop and maintain an ongoing program of prevention, protection, mitigation, response, and recovery. The emergency manager serves the jurisdiction's chief executive by integrating the jurisdiction's departments and integrating private and nongovernmental organizations in the development of plans and response capabilities before, during, and after hazards threaten the jurisdiction.

The Federal Emergency Management Agency provides funding under the Emergency Management Performance Grant Program in order for agencies to develop emergency management programs. The funds are provided to the States for distribution to their sub-grantees. Adams County has received funding from this grant program for numerous years. For 2017, the maximum amount payable under this Grant to Adams County is **\$77,000**.

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

Adams County Community & Economic Development Department

**ATTACHED DOCUMENTS:**

Resolution  
2017 Grant Agreement between State of Colorado (DHSEM) and Adams County

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION APPROVING GRANT AGREEMENT BETWEEN ADAMS COUNTY AND THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR THE 2017 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM**

WHEREAS, the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., *et seq.*, as amended, requires the Chair of the Board of County Commissioners to have an emergency management agency; and

WHEREAS, by means of the attached Grant Agreement, the Board of County Commissioners wishes to receive those funds authorized by Congress on an annual basis and passed to the Colorado Division of Homeland Security and Emergency Management (DHSEM) for reimbursement of up to fifty percent (50%) of eligible local costs for such emergency management agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant Agreement between Adams County and the State of Colorado Department of Public Safety Division of Homeland Security and Emergency Management for the 2017 Emergency Management Performance Grant Program is hereby approved.

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

CMS# 102120  
Subrecipient DUNS#:076476373  
Federal Award Identification Number (FAIN):EMD-2017-EP-00008-S01  
Federal Award Date:06/27/2017  
Amount of Federal Funds Obligated by this Action:\$77,000.00  
Total Amount of the Federal Award: \$6,184,104.00  
Name of Federal Awarding Agency: DHS/FEMA  
CFDA 97.042 Emergency Management Performance Grant  
Identification if the Award is for R&D: No

**GRANT AGREEMENT**

**Between the**

**STATE OF COLORADO  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**

**And**

**ADAMS COUNTY**

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**1. PARTIES**

This Agreement (hereinafter called "Grant") is entered into by and between ADAMS COUNTY (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Public safety, Division of Homeland Security and Emergency Management (hereinafter called the "State").

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date. *(Check options below if appropriate):*

- A.  Provided, however, that authorized Pre-award Costs incurred prior to the Effective Date may be submitted for reimbursement as provided in §7(B)(v) below.
- B.  Provided, however, that all Project costs specifically authorized in the FEDERAL EMERGENCY MANAGEMENT AGENCY Notice of Award that have been incurred after **January 1, 2017**, but prior to the Effective Date may be submitted for reimbursement from Federal Funds, as provided in §7(B)(v) below.
- C.  Provided, however, that all or some of the costs or expenses incurred by Grantee prior to the Effective Date which have been or will be paid from Matching Funds, if such costs or expenses are properly documented as eligible expenses in EMERGENCY MANAGEMENT PERFORMANCE GRANT, may be reimbursed from such Matching Funds, as provided in §7(B)(v) below.

**3. RECITALS****A. Authority, Appropriation, and Approval**

Authority to enter into this Grant exists in CRS §24-1-128.6, funds have been budgeted, appropriated and otherwise made available pursuant to said statute and the Homeland Security Act of 2002; and a sufficient unencumbered balance remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

**B. Consideration**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

**C. Purpose**

Grant funds are hereby made available for the purpose of enhancing Homeland Security and Emergency Management related Prevention, Protection, Mitigation, Response and Recovery capabilities throughout the State, as more specifically described in the Statement of Work, attached as **Exhibit B Work Plan**.

**D. References**

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**4. DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

**A. Budget**

"Budget" means the budget for the Work described in **Exhibit B**.

**B. Evaluation**

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§8** and **Exhibit B**.

**C. Exhibits and Other Attachments**

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Federal Laws).
- ii. Exhibit B (Statement of Work – Program annual work plan - Reporting and Administrative Requirements - Budget).
- iii. Exhibit C (Federal Funding Accountability and Transparency Act of 2006 – FFATA).
- iv. Form 1 (Grant Funding Change Letter).

**D. Federal Funds**

“Federal Funds” means the funds provided by FEMA to fund performance of the Work, which may be used to reimburse Pre-award Costs, if authorized in this Grant.

**E. Goods**

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services that Grantee renders hereunder.

**F. Grant**

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

**G. Grant Funds**

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

**H. Matching Funds**

“Matching Funds” means funds provided by the Grantee for performance of the Work, which may be either cash or in-kind funds, as permitted and specified in **Exhibit B**. Matching Funds cannot include any Federal Funds, and State Matching Funds may not be used to reimburse Pre-award Costs, unless authorized in this Grant.

**I. Party or Parties**

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

**J. Pre-award Costs**

“Pre-award Costs,” when applicable, means the costs incurred or performance of Work by Grantee or Sub-grantees prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and identified in the Statement of Work, attached hereto as **Exhibit B**.

**K. Program**

“Program” means the 2017 Emergency Management Performance Grant Program (EMPG) which provides funding for this Grant.

**L. Project**

“Project” means the total work to be performed as described in **Exhibit B**.

**M. Review**

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

**N. Services**

“Services” means the required services to be performed by Grantee pursuant to this Grant.

**O. Sub-grantee**

“Sub-grantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

**P. Work**

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

**Q. Work Product**

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM and EARLY TERMINATION****A. Initial Term**

Unless otherwise permitted in §2 above, this Agreement shall commence on the Effective Date, and funds shall be expended by **December 31, 2017** (the “End Date”), as detailed under the Project Schedule in Exhibit: B. If the Work shall be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit: B. This Agreement shall terminate on **December 31, 2017** unless sooner terminated or further extended by a formal Agreement amendment executed by the Parties.

**B. Two Month Extension**

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

**6. STATEMENT OF WORK****A. Completion**

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant, except as expressly permitted in this Grant.

**B. Goods and Services**

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

**C. Employees**

All persons employed by Grantee or Sub-grantees shall be considered Grantee's or Sub-grantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

**7. PAYMENTS TO GRANTEE**

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts, using the methods set forth below:

**A. Maximum Amount**

The maximum amount payable under this Grant to Grantee by the State is \$77,000.00, as determined by the State from available funds. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

**B. Payment****i. Advance, Interim and Final Payments**

Any advance payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices or reimbursement requests (referred to as "invoices" herein) to the State in the form and manner set forth and approved by the State. If permitted by the federal Program, the State may pay certain eligible, Pre-award Costs incurred within the applicable federal grant period from Federal Funds or Matching Funds.

**ii. Interest**

The State shall fully pay each invoice within 45 days of receipt thereof if the amount represents performance by Grantee previously accepted by the State. The State shall not pay interest on Grantee invoices.

**iii. Available Funds-Contingency-Termination**

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If Federal Funds or Matching Funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State, Federal Funds or Matching Funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

**iv. Erroneous Payments**

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State. The closeout of a federal award does not affect the right of FEMA or DHSEM to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

**v. Retroactive Payments**

The State shall pay Pre-award Costs only if (1) the Federal Emergency Management Agency Notice of Award allows reimbursement for Pre-award Costs by a Grantee or Subgrantee from Federal Funds or Matching Funds, or (2) the Pre-award Costs have been specifically detailed in Grantee's grant application, authorized by the State and incorporated in the Budget for the Work described in **Exhibit B**. Any such retroactive payments shall comply with State Fiscal Rules and Grantee and any Subgrantees shall have complied with all federal laws, rules and regulations applicable to the Work before the State shall make such payments. Grantee shall initiate any retroactive payment request by submitting invoices to the State that set out Grantee's compliance with the provisions of this Grant.

**C. Use of Funds**

Grant Funds shall be used only for eligible costs so identified in the Budget. Grantee may request budget modifications by submitting a written Grant Change Request to the State. In response to such requests, the State may, in its sole discretion, agree to modify, adjust, and revise the Budget, delivery dates, and the goals and objectives for the Work, and make such other modifications that do not change the total amount of the Budget.

**D. Matching Funds**

The Subrecipient shall provide matching funds as provided in §7.A and Exhibit B. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. The Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit B has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. The Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the Subrecipient. The Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies.

**E. Reimbursement of Subrecipient Costs**

The State shall reimburse the Subrecipient's allowable costs, not exceeding the maximum total amount described in Exhibit B and §7. The State shall reimburse the Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit B. However, any costs incurred by the Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Allowable costs shall be:

- i. Reasonable and Necessary. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Net Cost. Actual net cost to the Subrecipient (i.e. the price paid minus any items of value received by the Subrecipient that reduce the cost actually incurred).

**F. Close Out**

The Subrecipient shall close out this Grant within 45 days after the End Date. Grant close out entails submission to the State by the Subrecipient of all documentation defined as a Deliverable in this Agreement, and Subrecipient's final reimbursement request. The State can withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially

complete. If the project has not been closed by FEMA within 1 year and 90 days after the End Date due to Subrecipient's failure to submit required documentation that the State has requested from the Subrecipient, then the Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation has been submitted and accepted.

## **8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

### **A. Performance, Progress, Personnel, and Funds**

Grantee shall submit a report to the State upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. Grantee shall comply with all reporting requirements set forth in **Exhibit B**.

### **B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department of Public Safety.

### **C. Noncompliance**

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

### **D. Subgrants**

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

### **E. Performance and Final Status.**

Party shall submit, all financial, performance, and other reports to State no later than 45 calendar days after the End Date or sooner termination of this Agreement containing an Evaluation and Review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

### **F. Violations Reporting**

Subrecipient must disclose, in a timely manner, in writing to the State and to the Federal Awarding Agency responsible for issuance of the Federal Award, all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

## **9. GRANTEE RECORDS**

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

### **A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) for a period of three years following the date of submission to the State of the final expenditure report, or if this Grant is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to the Grant starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.



**B. Inspection**

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period as set forth in §9(A), to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

**C. Monitoring**

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

**D. Final Audit Report**

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

**A. Confidentiality**

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

**B. Notification**

Grantee shall notify its agent, employees, Sub-grantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

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

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to this §10.

## 11. CONFLICTS OF INTEREST

Subrecipient shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient's obligations hereunder. Such a conflict of interest would arise when a Subrecipient's employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or receives a tangible personal benefit from Subrecipient's receipt of the Federal Award and/or entry into this Grant Agreement. Officers, employees and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Subrecipient acknowledges that with respect to this Grant Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations to the State hereunder. If a conflict or the appearance of a conflict exists, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict of interest exists, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant Agreement.

## 12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

### A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

### B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

### C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

## 13. INSURANCE

Grantee and its Sub-grantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

### A. Grantee

#### i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term

of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each grant with sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee's liabilities under the GIA.

**ii. Non-Public Entities**

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to sub-grantees that are not "public entities".

**B. Grantees and Sub-Grantees**

Grantee shall require each Grant with Sub-grantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

**i. Worker's Compensation**

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Sub-grantee employees acting within the course and scope of their employment.

**ii. General Liability**

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket Grantual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Sub-grantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

**iii. Automobile Liability**

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**iv. Additional Insured**

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

**v. Primacy of Coverage**

Coverage required of Grantee and Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

**vi. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

**vii. Subrogation Waiver**

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Sub-grantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**C. Certificates**

Grantee and all Sub-grantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Sub-grantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any sub-grant, Grantee and each Sub-grantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.



## 14. BREACH

### A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

### B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

## 15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

### A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

#### i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-grants/contracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or sub-grants/contracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

#### ii. Payments

The State shall reimburse Subrecipient only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

#### iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State,

including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

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

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

### **i. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

### **ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

### **iii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

## **C. Remedies Not Involving Termination**

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

### **i. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

### **ii. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

### **iii. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

### **iv. Removal**

Demand removal of any of Grantee's employees, agents, or Sub-grantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

### **v. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Esther Son, Grants and Contracts Manager
Department of Public Safety, Division of Homeland Security and Emergency Management
9195 E. Mineral Ave, Suite 200
Centennial, CO 80112
Esther.son@state.co.us

**B. Grantee:**

Richard Atkins, Coordinator
ADAMS COUNTY
4430 S. Adams County Parkway
Brighton, CO 80601
ratkins@adcogov.org

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon request. The State's rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

**18. GOVERNMENTAL IMMUNITY**

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado and the Grantee, their respective departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

**19. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's

obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Division of Homeland Security and Emergency Management, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

## **20. GENERAL PROVISIONS**

### **A. Assignment and Subgrants**

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or sub-grantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

### **B. Binding Effect**

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### **C. Captions**

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### **D. Counterparts**

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### **E. Entire Understanding**

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

### **F. Indemnification-General**

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

### **G. Jurisdiction and Venue**

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### **H. List of Selected Applicable Laws**

Grantee at all times during the performance of this Grant shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws, attached hereto, which laws and regulations are incorporated herein and made part hereof. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

**I. Modification****i. By the Parties**

Except as specifically provided in this Grant, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS.

**ii. By Operation of Law**

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

**iii. Grant Funding Change Letter**

The State may increase or decrease Grant Funds available under this Grant using a Grant Change Letter substantially equivalent to attached **Form 1**. The provisions of the Grant Change Letter shall become part of and be incorporated into this Grant agreement. The Grant Change Letter is not valid until it has been approved by the State Controller or designee.

**J. Order of Precedence**

The provisions of this Grant shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i.** Exhibit C (Federal Funding Accountability and Transparency Act)
- ii.** Colorado Special Provisions
- iii.** The provisions of the main body of this Grant
- iv.** Exhibit A (Applicable Federal Laws)
- v.** Exhibit B (Statement of Work)

**K. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**L. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

**M. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

**N. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**O. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**P. CORA Disclosure**

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.



## 21. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Grants except where noted in italics.

### A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

### B. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### C. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

### D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

### E. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

### F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

### G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

### H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

### I. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

[*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the subGrant if a Sub-grantee does not stop employing or Granting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

**L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

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**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

**\* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;"><b>GRANTEE ADAMS COUNTY</b></p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO John Hickenlooper, GOVERNOR</b></p> <p style="text-align: center;">Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director</p> <p>_____</p> <p style="text-align: center;">By: Kevin R. Klein, Director</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b></p> <p style="text-align: center;">Cynthia H. Coffman, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Signature – Attorney General</p> <p>Date: _____</p>

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

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

<p><b>STATE CONTROLLER</b></p> <p>Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Colorado Department of Public Safety, Ezzie Michaels, Director of Office of Preparedness</p> <p>Date: _____</p>
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**EXHIBIT A – APPLICABLE FEDERAL LAWS AND STATE GRANT GUIDANCE**

The following are incorporated into this contract without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. Sections 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634
3. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e
9. Title IX of the Education Amendment of 1972, 20 U.S.C. 1681, et seq.
10. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended
11. The applicable of the following:
  - 11.1. Cost Principals for State, Local and Indian Tribal Governments, 2 C.F.R. 225, (OMB Circular A-87);
  - 11.2. Cost Principals for Education Institutions, 2 C.F.R. 220, (OMB Circular A-21);
  - 11.3. Cost Principals for Non-Profit Organizations, 2 C.F.R. 230, (OMB Circular A-122), and
  - 11.4. Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133); and/or the Colorado Local Government Audit Law, 29-1-601, et seq., C.R.S., and State implementing rules and regulations.
  - 11.5. Immigration Status -Cooperation with Federal Officials, CRS 29-29-101, et seq.
  - 11.6. Davis-Bacon Act, 40 U.S.C. SS 276a to 276a-7.
  - 11.7. Copeland Act, 40 U.S.C. S 276c and 18 U.S.C. SS 874.
  - 11.8. Contract Work Hours and Safety Standards Act, 40 U.S.C. SS 327-333, regarding labor standards for federally assisted construction sub-awards.
  - 11.9. Wild and Scenic Rivers Act of 1968, 16 U.S.C. SS 1271 et. seq., related to protecting components or potential components of the national wild and scenic rivers system.
  - 11.10. National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, Executive Order No. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et. seq.
  - 11.11. Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5121 et seq., as amended.
  - 11.12. National Flood Insurance Act of 1968, 42 U.S.C. 4001 et. seq.
  - 11.13. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 104.
  - 11.14. Department of Defense Authorization Act of 1986, Title 14, Part B, Section 1412, Public Law 99-145, 50 U.S.C. 1521.
  - 11.15. USA PATRIOT Act of 2001, (Pub. L. 107-56).
  - 11.16. Digital Television Transition and Public Safety Act of 2005, (Pub L. 109-171)
12. Federal Emergency Management Agency, Department of Homeland Security Regulations: All Applicable Portions of 44 CFR Chapter 1, with the following Parts specially noted and applicable to all grants of FEMA/DHS funds:
  - 12.1 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 44 C.F.R. 13.
  - 12.2 Governmentwide Debarment and Suspension (Nonprocurement) and Requirements for Drug-Free Workplace, 44 C.F.R. 17.
  - 12.3 New Restrictions on Lobbying, 44 C.F.R. 18.
13. Privacy Act of 1974, 5 U.S.C. S 5529 and Regulations adopted thereunder (44 C.F.R. 6).
14. Prohibition against use of Federal Funds for Lobbying, 31 U.S.C. 1352
15. None of the funds made available through this agreement shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act, 42 U.S.C. 8251 et. Seq., or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
16. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992, 42 U.S.C. 13212.
17. Buy American Act, 41 U.S.C. 10a et seq.
18. Relevant Federal and State Grant Program Guidance

## Supplemental Provisions for Federal Awards

### Subject to

#### The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”),

#### Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
  - 1.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
  - 1.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
  - 1.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
  - 1.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
  - 1.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
  - 1.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
  - 1.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
  - 1.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
  - 1.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
  - 1.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 2. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. Procurement Standards.**
  - 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

**3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

**5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

**5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

**5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

**5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

**6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

**6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive

Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

**6.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**6.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**6.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

**8. Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

**9. Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

**10. Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

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## EXHIBIT B- STATEMENT OF WORK-REPORTING & ADMINISTRATIVE REQUIREMENTS- BUDGET

### 1. GENERAL DESCRIPTION OF THE PROJECT(S).

**1.1 Project Description. Work Plan** – Grantee will carry-out and work diligently to complete the tasks in their annual work plan. These tasks are listed by Emergency Management Function in the work plan document and are part of the Annual EMPG/LEMS Program Application along with the Staffing Plan, Program Budget and other required forms.

**1.2 Project Expenses.** Project expenses include the costs for salaries and benefits for Grantee’s emergency manager and emergency management staff, travel, emergency management office operating costs, and the costs associated with, emergency management exercises, training and planning. Eligible project expenses are reimbursed upon submittal of the quarterly request for reimbursement form. The maximum reimbursement will not exceed 50% of project expenses. No more than 5% of this Grant may be used for Management and Administration (M&A) costs. Note: salaries of local emergency managers are not typically categorized as M&A, unless the local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. Additional specific eligible and ineligible cost information is listed in the 2017 EMPG program guidance now known as “Funding Opportunity Announcement” at [http://www.fema.gov/media-library-data/1455571902574-a84f5a1b2f450795a70cce1f5ee7b967/FY\\_2017\\_EMPG\\_NOFO\\_FINAL.pdf](http://www.fema.gov/media-library-data/1455571902574-a84f5a1b2f450795a70cce1f5ee7b967/FY_2017_EMPG_NOFO_FINAL.pdf)

**1.3 Non-Federal Match:** This non-federal match section  applies to or does not apply  to this Grant. If it applies, this Grant requires a non-federal match contribution of 50% of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. If applicable the match  may or may not  include in-kind match.

### 2. DELIVERABLES:

**2.1** Grantee shall submit narrative and financial reports describing progress and accomplishments of projects in their annual work plan. An explanation of any delays in meeting the objectives and expenditures to date shall also be included in the narrative report as described in §3 of this Exhibit B.

**2.2** List additional grant deliverables: None.

### 3. REPORTING REQUIREMENTS:

**3.1 Quarterly Requests for Reimbursement and Progress Reports.** The project(s) approved in this Grant are to be completed on or before the termination date stated in §5 of the Grant Agreement. Grantee shall submit quarterly request for reimbursement and programmatic progress reports for each project identified in this agreement using the forms provided by the Division of Homeland Security and Emergency Management throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the schedule below: (The order of the reporting period quarters below are irrelevant to the grant. If the grant is open during the “report period” reports for that period are due on the dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.)

Report Period	Progress Report Due Date	Request for Reimbursement Due Date
January –March	April 15	April 29
April – June	July 15	July 29
July – September	October 17	October 28
October – December	January 20	January 31

**3.2 Final Reports:** Grantee shall submit final financial status and progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant

period, the final report may be submitted at any time before its final due date. Further reports are not due after the Division of Homeland Security and Emergency Management has received, and sent notice of acceptance of the final grant report.

**4. TESTING AND ACCEPTANCE CRITERIA:**

The Division of Homeland Security and Emergency Management shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. The Division of Homeland Security and Emergency Management is required to periodically conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The Division of Homeland Security and Emergency Management will notify Grantee in advance of such on-site monitoring.

**5. PAYMENT:**

**5.1 Payment Schedule:** Grantee shall submit requests for reimbursement using the Division of Homeland Security and Emergency Management's provided form at least quarterly. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of this Exhibit. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any financial or progress reports are delinquent at the time of a payment request, the Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

**5.2 Payment Amount:** If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

**5.3 Remittance Address.** If mailed, payments shall be sent to the representative identified in §16 Grant:

ADAMS COUNTY  
4430 S. Adams County Parkway  
Brighton, CO 80601

**6. ADMINISTRATIVE REQUIREMENTS:**

**Required Documentation:** Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

**6.1** Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

**6.1.1 Equipment or tangible goods.** When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.

**6.1.2 Services.** Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

**6.2 Procurement:** A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

**6.2.1** Any sole source transaction in excess of \$100,000 shall be approved in advance by the Division of Homeland Security and Emergency Management.

- 6.2.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.
- 6.2.3 Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on <http://www.sam.gov>.
- 6.2.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase -“This project was supported by grant #17EM-18-01, issued by the Division of Homeland Security and Emergency Management.”
- 6.2.5 Grantee shall verify that all purchases are listed in **§1 or §7** of this Exhibit. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period on the Responder Knowledge Base (RKB), at <http://www.rkb.mipt.org>. Additionally, funds used to support emergency communications activities should comply with the FY 2017 SAFECOM Guidance for Emergency Communication Grants, at <http://www.safecomprogram.gov>
- 6.2.6 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of the Division of Homeland Security and Emergency Management.
- 6.2.7 Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee’s own funds.

**6.3 Additional Administrative Requirements:**

- 6.3.1 The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Division of Homeland Security and Emergency Management.
- 6.3.2 All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.
- 6.3.3 All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and must be National Incident Management System (NIMS) compliant. Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise.

**7. BUDGET:**

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>Required Non-Federal Local Share</i>	<i>Total Project</i>
<b>EMPG Activities</b>	\$77,000.00	\$77,000.00	\$154,000.00
<b>Total Award Amount</b>			<b>\$77,000.00</b>

**EXHIBIT C – FFATA PROVISIONS**

**State of Colorado  
Supplemental Provisions for  
Federally Funded Contracts, Grants, and Purchase Orders  
Subject to  
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As  
Amended  
Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
    - 1.1.1. Grants;
    - 1.1.2. Contracts;
    - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
    - 1.1.4. Loans;
    - 1.1.5. Loan Guarantees;
    - 1.1.6. Subsidies;
    - 1.1.7. Insurance;
    - 1.1.8. Food commodities;
    - 1.1.9. Direct appropriations;
    - 1.1.10. Assessed and voluntary contributions; and
    - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

    - 1.1.12. Technical assistance, which provides services in lieu of money;
    - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
    - 1.1.14. Any award classified for security purposes; or
    - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
  - 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
  - 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
  - 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
  - 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
    - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
    - 1.5.2. A foreign public entity;
    - 1.5.3. A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
  - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17. **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.



2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
  - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
  - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
  - 4.2. In the preceding fiscal year, Contractor received:
    - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
  - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
  - 7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM **for each** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
    - 7.1.1 Subrecipient DUNS Number;
    - 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT)

account;

**7.1.3** Subrecipient Parent DUNS Number;

**7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

**7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

**7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

**7.2 To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

**7.2.1** Subrecipient's DUNS Number as registered in SAM.

**7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## **8. Exemptions.**

**8.1.** These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

**8.2** A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

**8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

**8.4** There are no Transparency Act reporting requirements for Vendors.

**9. Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

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**FORM 1 – GRANT CHANGE LETTER**

**GRANT CHANGE LETTER  
NUMBER “SAMPLE ONLY”**

**To The  
AGREEMENT**

**Between the**

**STATE OF COLORADO  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**

**And**

**INSERT GRANTEE’S FULL LEGAL NAME (CAPITALIZED)**

<b>Date:</b>	<b>Original Contract #:</b>	<b>Original Contract CMS #</b>	<b>CMS Routing #</b>
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In accordance with Section \_\_\_\_\_ of the Original Grant Agreement between the State of Colorado, acting by and through the Department of Public Safety, Division of Homeland security and Emergency Management, and Contractor's Name beginning Insert start date and ending on Insert ending date, the provisions of the Contract and any amendments thereto affected by this Grant Award Letter are modified as follows:

- 1) **Project Description.** Grantee shall perform the activities listed in Grantee’s Application dated \_\_\_\_\_, which is incorporated by reference herein in accordance with the provisions of the Original Contract.

**Budget**

<i>Project Activity/Line Item</i>	<i>Federal Share (Up to 50%)</i>	<i>Non-Federal Match (At least 50%)</i>	<i>Total</i>
Planning			
Operating			
Equipment			
Training			
Exercise			
<b>Total Budget</b>			

- 2) **Price/Cost.** The maximum amount payable by the State for performance of this Award Letter is

\$ \_\_\_\_\_ and the maximum amount of Matching funds, if applicable, is \$ \_\_\_\_\_. The total amount of Homeland Security and Emergency Management activities is \$ \_\_\_\_\_.

- 3) **Performance Period.** Grantee shall complete its obligations under this Award Letter on or before \_\_\_\_\_.
- 4) **Effective Date.** The effective date hereof is upon approval of the State Controller or \_\_\_\_\_, whichever is later.
- 5) **Additional Requirements.** None

<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> DEPARTMENT OF PUBLIC SAFETY Division of Homeland Security and Emergency Management</p> <p>By: _____ Kevin Klein, Director</p> <p>Date: _____</p>	<p style="text-align: center;"><b><u>ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u></b></p> <p><b>CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.</b></p>
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<p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ "SAMPLE ONLY" Department of Public Safety</p> <p>Date: _____</p>
--



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and Norvic Properties LLC, for property necessary for the York Street Improvements Project - York Street from East 78 <sup>th</sup> Avenue to Highway 224
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way and temporary construction easements for street improvements along York Street from East 78<sup>th</sup> Avenue to Highway 224 that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and Norvic Properties LLC, for dedication of road right-of-way. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution and right-of-way agreement.



**FISCAL IMPACT:**

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

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

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561701	\$3,156.00
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><u>\$3,156.00</u></u>

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

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

**Additional Note:**

Total project budget is \$3,000,000

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS  
COUNTY AND NORVIC PROPERTIES LLC, FOR PROPERTY NECESSARY FOR THE  
YORK STREET IMPROVEMENTS PROJECT –  
YORK STREET FROM EAST 78<sup>TH</sup> AVENUE TO HIGHWAY 224**

Resolution 2017-

WHEREAS, Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street for the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224; and,

WHEREAS, the project includes installation and construction of curb, gutter, sidewalk and accessible curb ramps for street improvements for the use of the public within the right-of-way of York Street; and,

WHEREAS, these fee parcel dedications are located in Sections 35 and 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Norvic Properties LLC, (“Parcels 19, 24 and 25”); and,

WHEREAS, Adams County requires ownership of Parcels 19, 24 and 25 for construction of the street improvements; and,

WHEREAS, Norvic Properties LLC, is willing to sell Parcels 19, 24 and 25 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 Norvic Properties 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 **Norvic Properties LLC** whose address is 2171 East 74<sup>th</sup> Avenue, Denver, Colorado 80229 ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7400 York Street, and 7411 York Street, Denver, Colorado 80229**, hereinafter (the "Property") for the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224 (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **THREE THOUSAND ONE HUNDRED FIFTY-SIX AND NO/100'S DOLLARS (\$3,156.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of **March 23, 2017**.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

6. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
7. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner(s):

By: Chris Frank

Printed Name: Chris Frank

Title: Authorized Agent

**Approved:**

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

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



# Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

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

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL 19 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 36, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 36 AND CONSIDERING THE WEST LINE OF SAID SW1/4 TO BEAR S00°01'12"W, THENCE S02°04'35"E, 1230.26 FEET TO THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2012000098083, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING ON THE EASTERLY LINE OF YORK STREET, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING;**

THENCE N89°45'00"E, 4.81 FEET ALONG SAID NORTHERLY LINE; THENCE S00°06'45"E, 58.09 FEET; THENCE S45°10'53"E, 21.19 FEET; THENCE N89°45'00"E, 110.02 FEET; THENCE S00°01'12"W, 2.00 FEET TO THE NORTHERLY LINE OF EAST 74TH AVENUE; THENCE S89°45'00"W, 130.00 FEET ALONG SAID NORTHERLY LINE OF EAST 74TH AVENUE TO THE EASTERLY LINE OF YORK STREET; THENCE N00°01'12"E, 75.09 FEET ALONG SAID EASTERLY LINE OF YORK STREET TO THE **TRUE POINT OF BEGINNING.**

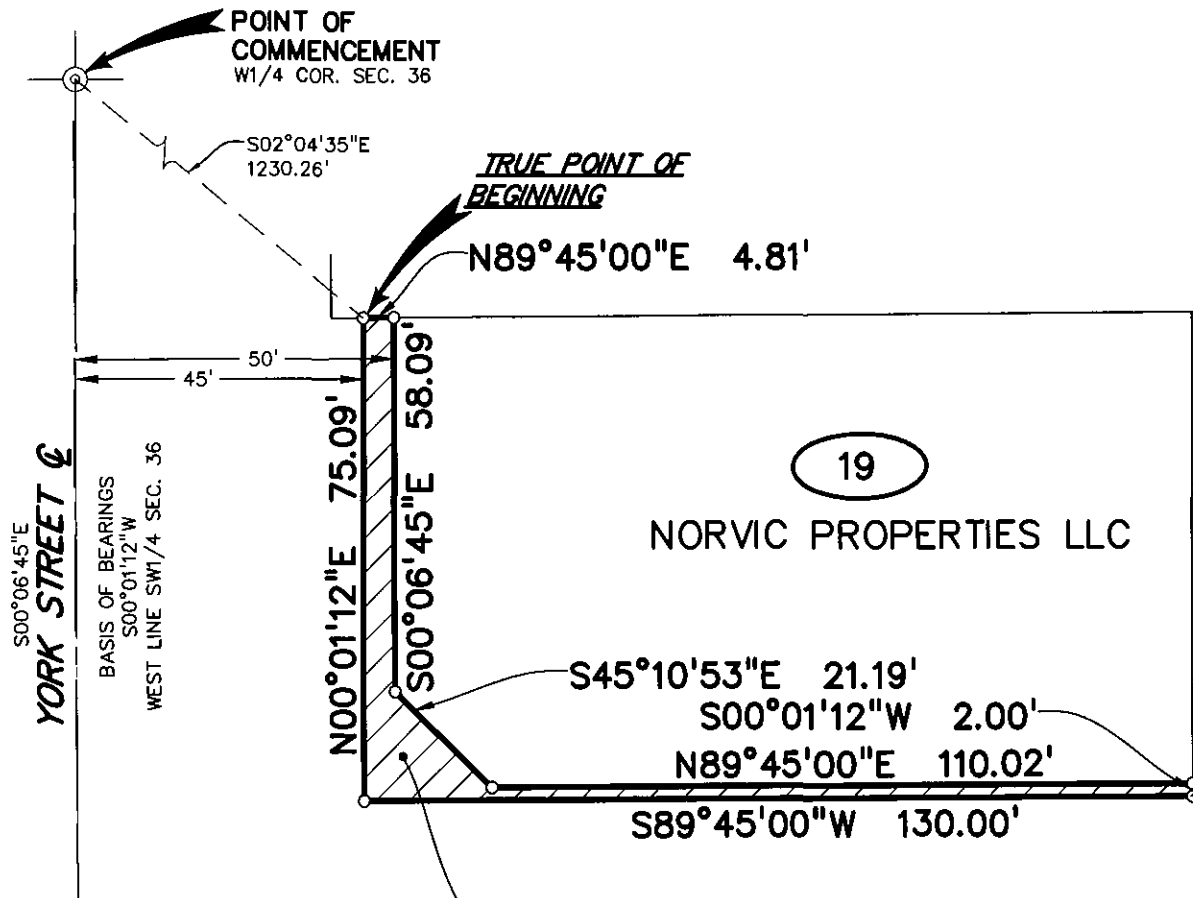
CONTAINING 0.017 ACRES OR 731 SQUARE FEET, MORE OR LESS.

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





# EXHIBIT PARCEL 19 R.O.W. DEDICATION



(RW-19)  
AREA = 731 SQ.FT.  
±0.017 ACRES



SCALE 1" = 30'

**NOTES**

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

IN ACCORDANCE WITH CRS 13-80-105;

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

**Drexel, Barrell & Co.**

Engineers/Surveyors

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

BOULDER, COLORADO (303) 442-4338

COLORADO SPRINGS, COLORADO (719) 280-0887

GREELEY, COLORADO (970) 351-0645



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



# Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

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

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL 24 RIGHT-OF-WAY DEDICATION

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

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID SE1/4 TO BEAR S00°01'12"W, THENCE S02°30'15"W, 1161.48 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE N89°30'30"E, 0.35 FEET TO THE WESTERLY LINE OF YORK STREET; THENCE S00°01'12"W, 119.80 FEET ALONG SAID WESTERLY LINE OF YORK STREET TO THE NORTHERLY LINE OF EAST 74TH AVENUE; THENCE S89°30'30"W, 5.07 FEET ALONG SAID NORTHERLY LINE OF EAST 74TH AVENUE; THENCE N44°41'52"E, 7.09 FEET; THENCE N00°06'45"W, 114.80 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.001 ACRES OR 37 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 24 R.O.W. DEDICATION

**POINT OF COMMENCEMENT**  
E1/4 COR. SEC. 35

**TRUE POINT OF BEGINNING**

S02°30'15"W  
1161.48'

N89°30'30"E 0.35'

N00°06'45"W 114.80'  
S00°01'12"W 119.80'

S00°06'45"E  
**YORK STREET**

BASIS OF BEARINGS  
S00°01'12"W  
EAST LINE SE1/4 SEC. 35

**24** NORVIC PROPERTIES LLC

N44°41'52"E 7.09'

**RW-24**

AREA = 37 SQ.FT.  
±0.001 ACRES



**74TH AVENUE**

S89°30'30"W 5.07'

SCALE 1" = 30'

**NOTES**

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

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

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

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

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



# Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

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

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL 25 RIGHT-OF-WAY DEDICATION

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

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID SE1/4 TO BEAR S00°01'12"W, THENCE S02°37'30"W, 1110.22 FEET TO THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2009000011495, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

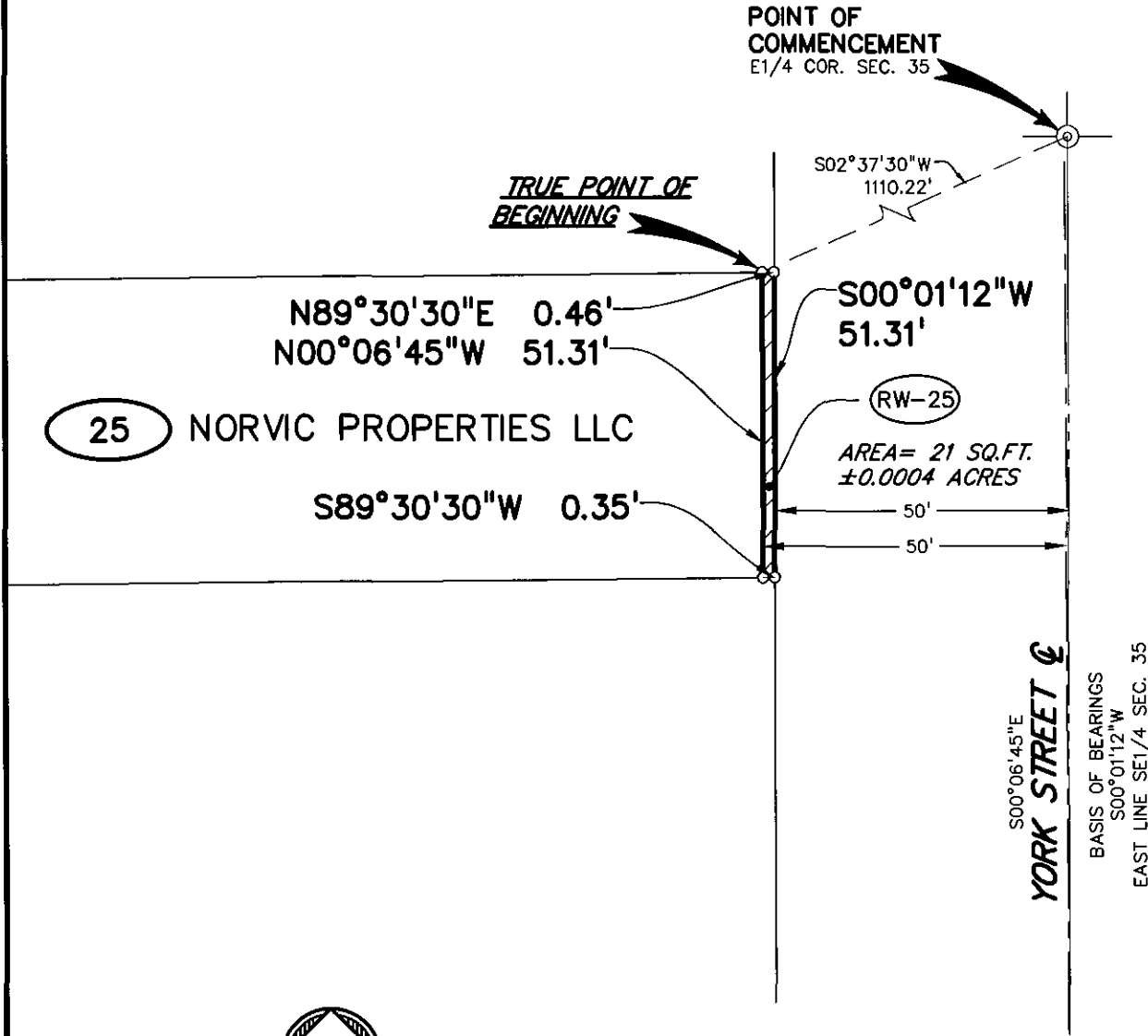
THENCE N89°30'30"E, 0.46 FEET ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF YORK STREET; THENCE S00°01'12"W, 51.31 FEET ALONG SAID WESTERLY LINE OF YORK STREET; THENCE S89°30'30"W, 0.35 FEET THENCE N00°06'45"W, 51.31 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.0004 ACRES OR 21 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 25 R.O.W. DEDICATION



SCALE 1" = 30'

**NOTES**

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

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

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

BOULDER, COLORADO (303) 442-4338  
 COLORADO SPRINGS, COLORADO (719) 260-0887  
 GREELEY, COLORADO (970) 361-0646

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





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and Unlimited Motors, LLC, for property necessary for the Welby Road Intersection Improvements at E. 88 <sup>th</sup> Avenue Project
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way and a temporary construction easement for street improvements for the Welby Road Intersection Improvements at E. 88<sup>th</sup> Avenue Project that includes reconstructing the roadway, 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 Unlimited Motors, LLC, for dedication of road right-of-way and the acquisition and removal of a residential house. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution and right-of-way agreement.

**FISCAL IMPACT:**

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

**Fund:** 13

**Cost Center:** 3056

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561504	\$103,800.00
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><u>\$103,800.00</u></u>

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

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

**Additional Note:**

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS  
COUNTY AND UNLIMITED MOTORS, LLC, FOR PROPERTY NECESSARY FOR  
WELBY ROAD INTERSECTION IMPROVEMENTS AT EAST 88<sup>TH</sup> AVENUE PROJECT**

Resolution 2017-

WHEREAS, Adams County is in the process of acquiring right-of-way and a temporary construction easement for the Welby Road Intersection Improvements at East 88<sup>th</sup> Avenue Project; and,

WHEREAS, the project includes reconstruction of the roadway, and installation and construction of curb, gutter, sidewalk and accessible curb ramps for street improvements for the use of the public within the right-of-way of Welby Road and East 88<sup>th</sup> Avenue; and,

WHEREAS, this fee parcel dedication is a portion of 8780 Welby Road located in the Northwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Unlimited Motors, LLC, (“the Parcel”); and,

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

WHEREAS, Adams County also requires the acquisition and removal of a residential house located within the Parcel necessary for the construction of the street improvements; and,

WHEREAS, Unlimited Motors, LLC, is willing to sell the Parcel and residential house 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 Unlimited Motors, 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 Unlimited Motors, LLC, whose address is 3902 South Joplin Way, Aurora, Colorado 80013-2766 ("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 a parcel of real property located in Adams County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference, together with all easements and rights-of-way apparent thereto and the improvements (1903 house) and fixtures of a permanent nature currently on the premises, all in their present conditions, ordinary wear and tear on property located at 8780 Welby Road, Denver, Colorado, hereinafter (the "Property") for the Adams County Intersection Improvements for Welby Road and 88<sup>th</sup> Avenue Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in said **Exhibit A**.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE HUNDRED THREE THOUSAND EIGHT HUNDRED AND NO/100'S DOLLARS (\$103,800.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual 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 with an expected date to be on or after **November 3, 2017**.

3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.

4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

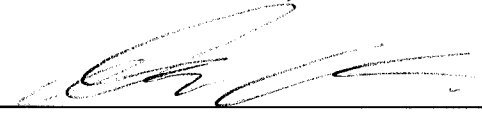
5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.

6. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

7. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.

8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**Owner: Unlimited Motors, LLC**

By:   
Ahmed Al-Amin, Manager

**Approved:**

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

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



**EXHIBIT A**  
**PROPERTY DESCRIPTION**  
**WELBY ROAD RIGHT-OF-WAY ACQUISITION**

**PARCEL 1**

A PARCEL OF LAND IN THE COUNTY OF ADAMS, STATE OF COLORADO BEING A PORTION OF THE LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED FEBRUARY 1, 2016 AT RECEPTION NO. 2016000007430, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25;

THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25, SOUTH 00°34'07" EAST, 141.43 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (150' WIDE) BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3,745.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 78°30'06" EAST AND THE **POINT OF BEGINNING**;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 01°44'28", AN ARC LENGTH OF 113.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF E. 88TH AVENUE (95' WIDE) AS DESCRIBED IN THE DEED TO THE CITY OF THORNTON RECORDED AUGUST 16, 1974 IN BOOK 1948, PAGE 478, IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 89°24'38" EAST, 6.48 FEET TO THE WESTERLY RIGHT-OF-WAY OF WELBY ROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 02°30'56" WEST, 270.15 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°24'31" WEST, 17.42 FEET TO SAID WESTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°34'07" WEST, 158.63 FEET TO THE **POINT OF BEGINNING**;

CONTAINS 5,281 SQUARE FEET OR 0.121 ACRES, MORE OR LESS.

**PARCEL 2**

A PARCEL OF LAND IN THE COUNTY OF ADAMS, STATE OF COLORADO BEING A PORTION OF THE LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED FEBRUARY 1, 2016 AT RECEPTION NO. 2016000007430, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25;



THENCE SOUTH 71°27'36" EAST, 97.34 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF E. 88TH AVENUE (95' WIDE) AS DESCRIBED IN THE DEED TO THE CITY OF THORNTON RECORDED AUGUST 16, 1974 IN BOOK 1948, PAGE 478, IN SAID OFFICE OF THE CLERK AND RECORDER AND THE EASTERLY RIGHT-OF-WAY OF WELBY ROAD AS SHOWN ON THE PLAT OF JACKSON VILLA SUBDIVISION RECORDED AUGUST 10, 1971 IN FILE NO. 12 AT MAP NO. 339 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 89°24'38" EAST, 84.23 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 67°41'03" WEST, 38.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 117.10 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°02'27", AN ARC LENGTH OF 65.48 FEET TO SAID EASTERLY RIGHT-OF-WAY OF WELBY ROAD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 02°30'56" EAST, 55.78 FEET TO THE **POINT OF BEGINNING**.

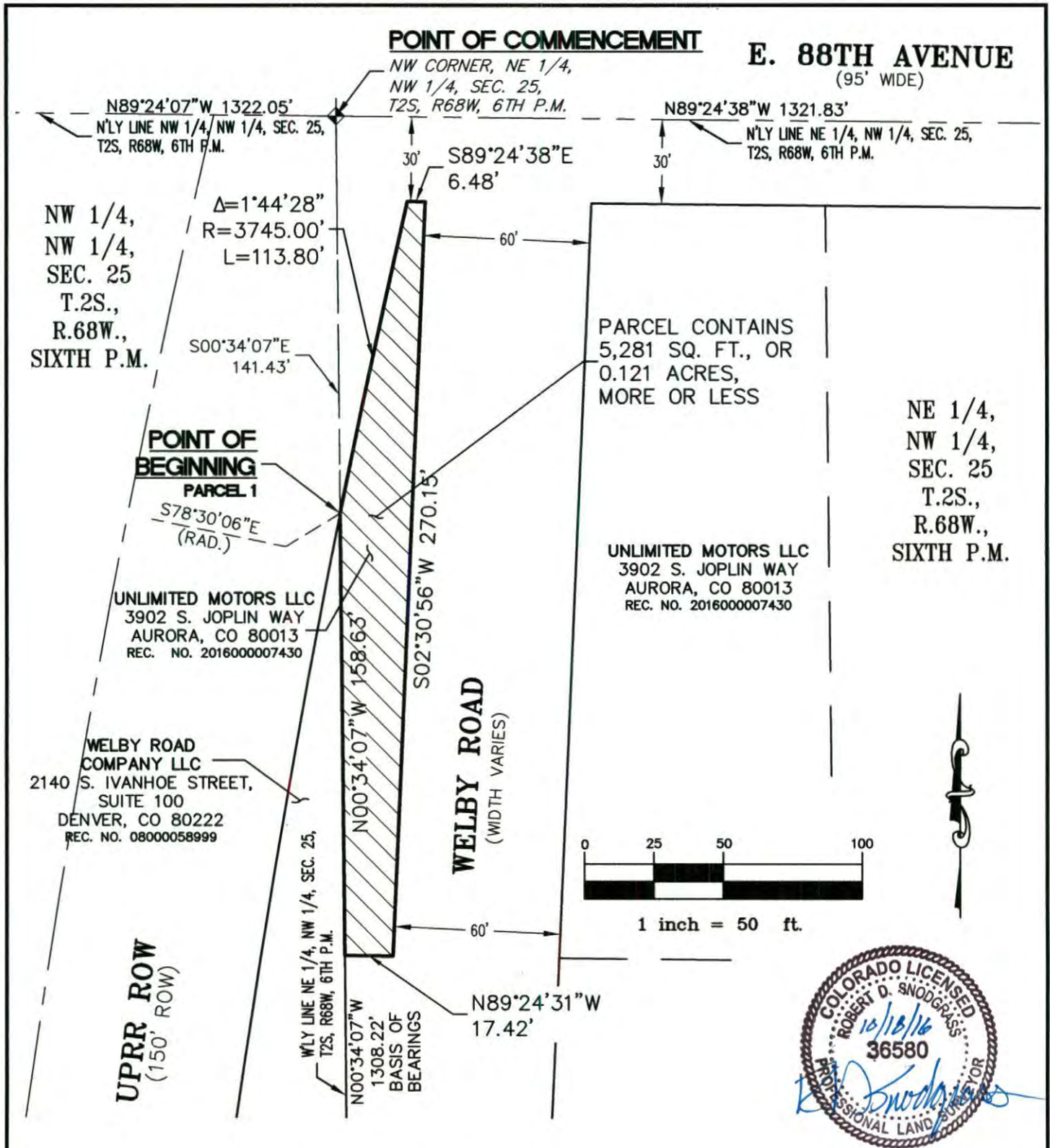
CONTAINS 1,804 SQUARE FEET OR 0.041 ACRES, MORE OR LESS.

AS SHOWN ON THE ATTACHED ILLUSTRATION.



ROBERT D. SNODGRASS, PLS 36580  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 EAST MINERAL AVENUE SUITE 1  
LITTLETON, CO 80122

# ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\51714-04-Welby Road Ext\Draw\Exhibit  
 DWG NAME: WELBY ROAD ACQUISITION.DWG  
 DWG: SJTM CHK: RDS  
 DATE: 10/17/2016  
 SCALE: 1" = 50'

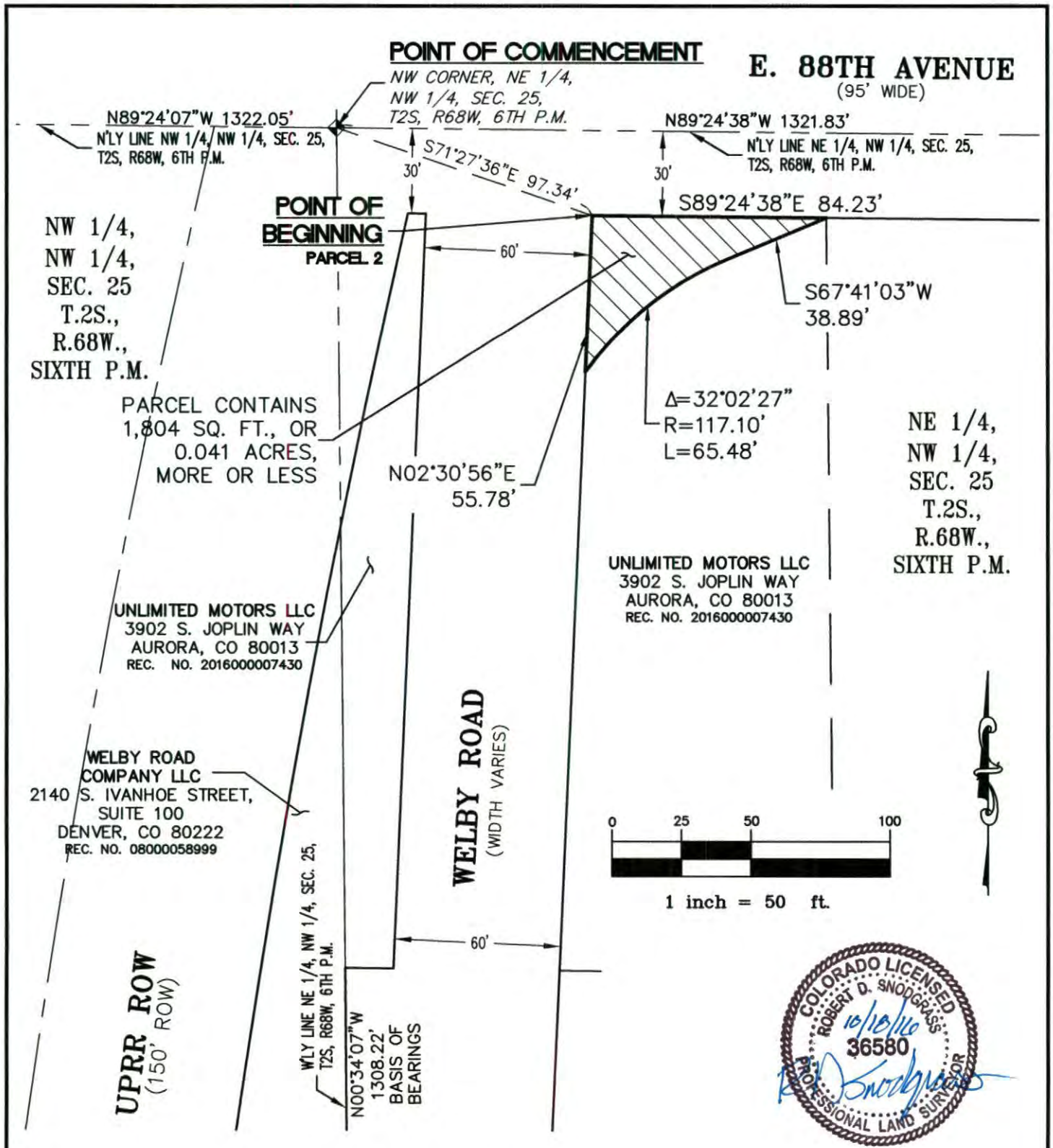


300 East Mineral Ave,  
 Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)713-1898  
 Fax: (303)713-1897  
 www.aztecconsultants.com

**RIGHT-OF-WAY ACQUISITION**  
 NW 1/4 SEC. 25, T2S, R68W, 6TH P.M.  
 ADAMS COUNTY, COLORADO.  
 JOB NUMBER 51714-04 3 OF 4 SHEETS



# ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\51714-04-Welby Road Ext\dwg\Exhibit  
 DWG NAME: WELBY ROAD ACQUISITION.DWG  
 DWG: SJTM CHK: RDS  
 DATE: 10/17/2016  
 SCALE: 1" = 50'

**AZTEC**  
 CONSULTANTS, INC.

300 East Mineral Ave,  
 Suite 1  
 Littleton, Colorado 80122  
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**RIGHT-OF-WAY ACQUISITION**  
 NW 1/4 SEC. 25, T2S, R68W, 6TH P.M.  
 ADAMS COUNTY, COLORADO.  
 JOB NUMBER 51714-04 4 OF 4 SHEETS





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Nanney, Cliff Brooks, Michael Lemcke, Dean Dominguez, and Sterling Boom as Defendants Pursuant to C.R.S. § 24-10-101, et seq., 17-cv-01635
<b>FROM:</b> Heidi Miller, County Attorney
<b>AGENCY/DEPARTMENT:</b> County Attorney's Office
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Nanney, Cliff Brooks, Michael Lemcke, Dean Dominguez, and Sterling Boom as Defendants Pursuant to C.R.S. § 24-10-101, et seq.

### **BACKGROUND:**

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

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

The County Attorney's Office is recommending that the following employees/elected officials be indemnified for any potential damages that might arise out of this litigation: Michael McIntosh, Robert Nanney, Cliff Brooks, Michael Lemcke, Dean Dominguez, and Sterling Boom.

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

Adams County Sheriff's Office

### **ATTACHED DOCUMENTS:**

Resolution



**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF MICHAEL MCINTOSH, ROBERT NANNEY, CLIFF BROOKS, MICHAEL LEMCKE, DEAN DOMINGUEZ, AND STERLING BOOM AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

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

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

WHEREAS, Michael McIntosh, Robert Nanney, Cliff Brooks, Michael Lemcke, Dean Dominguez, and Sterling Boom have been sued in the matter of Adrian Brown v. Jeff Stovall, et al. in the U.S. District Court, Case Number 17-cv-01635; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Michael McIntosh, Robert Nanney, Cliff Brooks, Michael Lemcke, Dean Dominguez, and Sterling Boom against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants in the matter of Adrian Brown v. Jeff Stovall, et al.

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Nanney, Cliff Brooks, Michael Lemcke, Dean Dominguez, and Sterling Boom as Defendants Pursuant to C.R.S. § 24-10-101, et seq., 17-cv-01634
<b>FROM:</b> Heidi Miller, County Attorney
<b>AGENCY/DEPARTMENT:</b> County Attorney's Office
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Michael McIntosh, Robert Nanney, Cliff Brooks, Michael Lemcke, Dean Dominguez, and Sterling Boom as Defendants Pursuant to C.R.S. § 24-10-101, et seq.

### **BACKGROUND:**

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

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

The County Attorney's Office is recommending that the following employees/elected officials be indemnified for any potential damages that might arise out of this litigation: Michael McIntosh, Robert Nanney, Cliff Brooks, Michael Lemcke, Dean Dominguez, and Sterling Boom.

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

Adams County Sheriff's Office

### **ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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



RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF MICHAEL MCINTOSH, ROBERT NANNEY, CLIFF BROOKS, MICHAEL LEMCKE, DEAN DOMINGUEZ, AND STERLING BOOM AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

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

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

WHEREAS, Michael McIntosh, Robert Nanney, Cliff Brooks, Michael Lemcke, Dean Dominguez, and Sterling Boom have been sued in the matter of Eric Brandt v. Jeff Stovall, et al. in the U.S. District Court, Case Number 17-cv-01634; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Michael McIntosh, Robert Nanney, Cliff Brooks, Michael Lemcke, Dean Dominguez, and Sterling Boom against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants in the matter of Eric Brandt v. Jeff Stovall, et al.

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> Intergovernmental Agreement for Scour Repairs to Weld County Bridge No. 2/25A (aka Adams County Bridge No. ADA168-12.05070) over the South Platte River
<b>FROM:</b> Jeffery A. Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> Contract for Consultant Services approved at Public Hearing on August 30, 2016
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Intergovernmental Agreement Regarding Funding of Repairs to Adams County Bridge No. ADA168-12.05070 over the South Platte River

### **BACKGROUND:**

The existing bridge over the South Platte River (Adams County Bridge No. ADA168-12.05070) has piers and abutments with scour damage. The goal of the scour repair is to prevent further scour damage from occurring during high river flows, thereby enabling the piers and abutments to remain functional for the remainder of the life of the bridge. The total estimated cost of the improvements is \$126,561.53. The Colorado Department of Transportation (CDOT) agreed to fund 30.2% of the project costs with Permanent Repair Flood Recovery funds. The remaining costs will be shared equally between Adams County and Weld County at 34.9% each. Weld County's contribution to this project is limited to a maximum of \$150,000.00.

Per the Memorandum of Understanding (MOU) between Weld County and Adams County, dated April 7, 2014, Adams County and Weld County share equally in major expenses over \$25,000.00, with Adams County having maintenance responsibilities for the section of road within which Adams County Bridge No. ADA168-12.05070 is situated. Subject to the terms in the agreement, Adams County agrees to be the lead agency in regards to administrating the construction of the improvements for this project.

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

Adams County Public Works, Office of the County Attorney, Colorado Department of Transportation, and Weld County

**ATTACHED DOCUMENTS:**

Intergovernmental Agreement with Weld County  
Draft Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 13
<b>Cost Center:</b> 3032

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7820		\$150,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$150,000.00</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

Total current operating budget for 3032.7820 is \$1,000,000.00.

**Draft**

**RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
FOR SCOUR REPAIRS TO WELD COUNTY BRIDGE NO. 2/25A  
(AKA ADAMS COUNTY BRIDGE NO. ADA168-12.05070)  
OVER THE SOUTH PLATTE RIVER BETWEEN ADAMS COUNTY AND WELD  
COUNTY**

Resolution 2017-xxx

WHEREAS, Adams County and Weld County share jurisdiction of the bridge that crosses over the South Platte River on East 168<sup>th</sup> Avenue, aka Weld County Road 2 (the “SPR Bridge”); and,

WHEREAS, Adams County has entered into a contract for SPR Bridge scour repairs due to the September 2013 floods for permanent repairs, task order number 20080PR2A with the Colorado Department of Transportation (CDOT), who has agreed to fund 30.2% of the project costs with Permanent Repair Flood Recovery funds; and,

WHEREAS, Adams County and Weld County wish to fund the remaining 69.8% of the project costs with Weld County paying 34.9% of the project costs, not to exceed \$150,000.00, and Adams County expecting to pay the remaining half, 34.9%, of project costs.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement for Scour Repairs to Weld County Bridge No. 2/25A (aka Adams County Bridge No. ADA168-12.05070) over the South Platte River between Adams County and Weld County, 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.



# **INTERGOVERNMENTAL AGREEMENT**

## **FOR SCOUR REPAIRS TO WELD COUNTY BRIDGE NO. 2/25A** **(AKA ADAMS COUNTY BRIDGE NO. ADA168-12.05070)** **OVER THE SOUTH PLATTE RIVER**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of Adams, State of Colorado, by and through the Board of County Commissioners of the County of Adams, Colorado whose address is 4430 South Adams County Parkway, Colorado 80601, hereinafter referred to as "ADAMS COUNTY", and the County of Weld, State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado whose address is P.O. Box 758, 1150 O Street, Greeley, Colorado 80632, hereinafter referred to as "WELD COUNTY."

WITNESSETH:

WHEREAS, ADAMS COUNTY and WELD COUNTY share jurisdiction of Weld County Road 2 / East 168<sup>th</sup> Avenue as it crosses over the South Platte River, and

WHEREAS, WELD COUNTY refers to this bridge over the South Platte River as Weld County Bridge No. BR 2/25A, and

WHEREAS, ADAMS COUNTY refers to this bridge over the South Platte River as Adams County Bridge No. ADA168-12.05070, and

WHEREAS, for purposes of this AGREEMENT, this bridge is hereinafter referred to as "SPR Bridge", and

WHEREAS, ADAMS COUNTY has entered into a contract for SPR Bridge scour repairs due to the September 2013 flood for permanent repairs, task order number 20080PR2A with the Colorado Department of Transportation (CDOT), who has agreed to fund 30.2% of the project costs with Permanent Repair Flood Recovery funds. Therefore, WELD COUNTY and ADAMS COUNTY wish to fund the remaining 69.8% of the project costs, and share the costs of such improvements equally, with WELD COUNTY paying 34.9% of project costs, not to exceed \$150,000, and ADAMS COUNTY paying 34.9% of project costs, and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of defining their relative roles and responsibilities regarding the completion of this project, and

WHEREAS, both parties are authorized to enter into intergovernmental agreements with one another, pursuant to C.R.S. § 29-1-203 and Colorado Constitution Article XIV, § 18(2) (1), for the purpose of achieving greater efficiencies for the provision of services to the public.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **DESCRIPTION OF IMPROVEMENTS:** The existing SPR Bridge has piers and abutments with scour damage. These damages were noticed before the September 2013 flood in which ADAMS COUNTY sent out a Request for Proposal (RFP) for the bridge scour repair assessment. The RFP proposals were due back to ADAMS COUNTY on September 24, 2013 however, the September 2013 flood occurred prior to that date. The goal of the scour repair is to prevent further scour damage from occurring during high river flows, thereby enabling the piers and abutments to remain functional for the remainder of the life of the bridge. The total estimated cost of the improvements is approximately \$126,561.53. ADAMS COUNTY has requested each entity budget \$150,000, in

the case that costs increase due to the work occurring within the river floodway. However, WELD COUNTY shall only be obligated to pay for the actual project costs not to exceed \$150,000. Per the Memorandum of Understanding (MOU) between WELD COUNTY and ADAMS COUNTY, dated April 7, 2014, ADAMS COUNTY has maintenance responsibilities for the section of road within which the structure is situated (see “EXHIBIT-A PG. 2 of 5”, attached hereto). Therefore, ADAMS COUNTY shall act as project engineer and manager and shall develop a scope of work with estimated cost for the work which estimate shall be provided to the other Party (WELD COUNTY).

2. DESIGN OF IMPROVEMENTS: ADAMS COUNTY agrees to be the lead agency with regard to design and to contract with an independent consultant to prepare all design drawings, contract documents, and exhibits necessary for this project. Both parties agree that the Weld County Public Works Department and the Adams County Public Works Department shall confer and agree to the final design of the improvements before the project is advertised for bids and construction begins. WELD COUNTY agrees to reimburse and pay ADAMS COUNTY for 34.9% of the actual project costs.
3. RIGHT-OF-WAY ACQUISITION: ADAMS COUNTY agrees to be the lead agency with regard to right-of-way acquisition and to contract with an independent consultant to provide assistance in acquiring all the rights-of-way and easements necessary for this project. ADAMS COUNTY shall have the full authority to execute all documents associated with acquiring the necessary rights-of-way on behalf of either jurisdiction, except that WELD COUNTY shall have authority to accept any deed of dedication of additional right-of-way within the boundaries of WELD COUNTY. CDOT Permanent Repair Flood Recovery project funds can be used for this purpose, following the “Uniform Act” requirements set forth by the federal government. WELD COUNTY agrees to reimburse and pay ADAMS COUNTY for 34.9% of the actual acquisition costs.
4. EMINENT DOMAIN PROCEEDINGS: If, after discussions with the owners of the necessary additional rights-of-way identified for acquisition, such discussions are of no avail, both parties hereto shall consult with one another to determine if eminent domain proceedings are necessary.
5. CONSTRUCTION OF IMPROVEMENTS: ADAMS COUNTY agrees to be the lead agency with regards to administrating the construction of the improvements for this project, including advertising the project for construction bids and awarding a construction contract. Upon opening and reviewing the bids received for construction, the Adams County Public Works Department and Weld County Public Works Department shall confer and both agree before determining that the low bid is reasonable and that the project should move forward before a construction contract is awarded. Once a construction contract is awarded, ADAMS COUNTY shall have full authority in all contractual arrangements during the completion of this project. ADAMS COUNTY shall also be responsible for inspecting the construction of the improvements. ADAMS COUNTY, at its discretion, may contract with a private consultant to complete the field inspection and materials testing for this project. WELD COUNTY agrees to reimburse and pay ADAMS COUNTY for 34.9% of actual construction costs.
6. REIMBURSEMENT OF PROJECT COSTS: ADAMS COUNTY agrees to provide WELD COUNTY with copies of all invoices associated with the design, right-of-way acquisition, construction, and inspection of this project. WELD COUNTY agrees to reimburse ADAMS COUNTY for 34.9% of all the aforementioned project costs within 60 days of receipt of each invoice. The total project costs (refer to “EXHIBIT B ENGINEER’S ESTIMATE OF PROBABLE COSTS”, dated 23-Dec-16, attached hereto) shall be divided as follows:
  - CDOT PERMANENT REPAIR FLOOD RECOVERY Funds (30.2%) = \$38,221.49
  - Adams County Funds (34.9%) = \$44,169.87
  - Weld County Funds (34.9%) = \$44,169.87

7. ENTIRE AGREEMENT: This writing, together with the exhibits hereto, constitutes the entire Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
8. NO WAIVER OF IMMUNITY: No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees possess, nor shall any portion of this agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.
9. NO THIRD-PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be incidental beneficiary only.
10. FUND AVAILABILITY. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Execution of this Agreement by either party does not create an obligation on the part of either party to expend funds not otherwise appropriated in each succeeding year.
11. SEVERABILITY. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.
12. ATTORNEYS FEES / LEGAL COSTS. In the event of a dispute between the parties concerning this Agreement, the parties agree that each party shall be responsible for the payment of attorney fees and/or legal costs incurred by or on its own behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate of the day and year first hereinabove written.

**ATTEST:**  
**ADAMS COUNTY Clerk to the Board**

**BOARD OF COUNTY COMMISSIONERS**  
**ADAMS COUNTY, COLORADO**

By: \_\_\_\_\_  
 Deputy Clerk to the Board

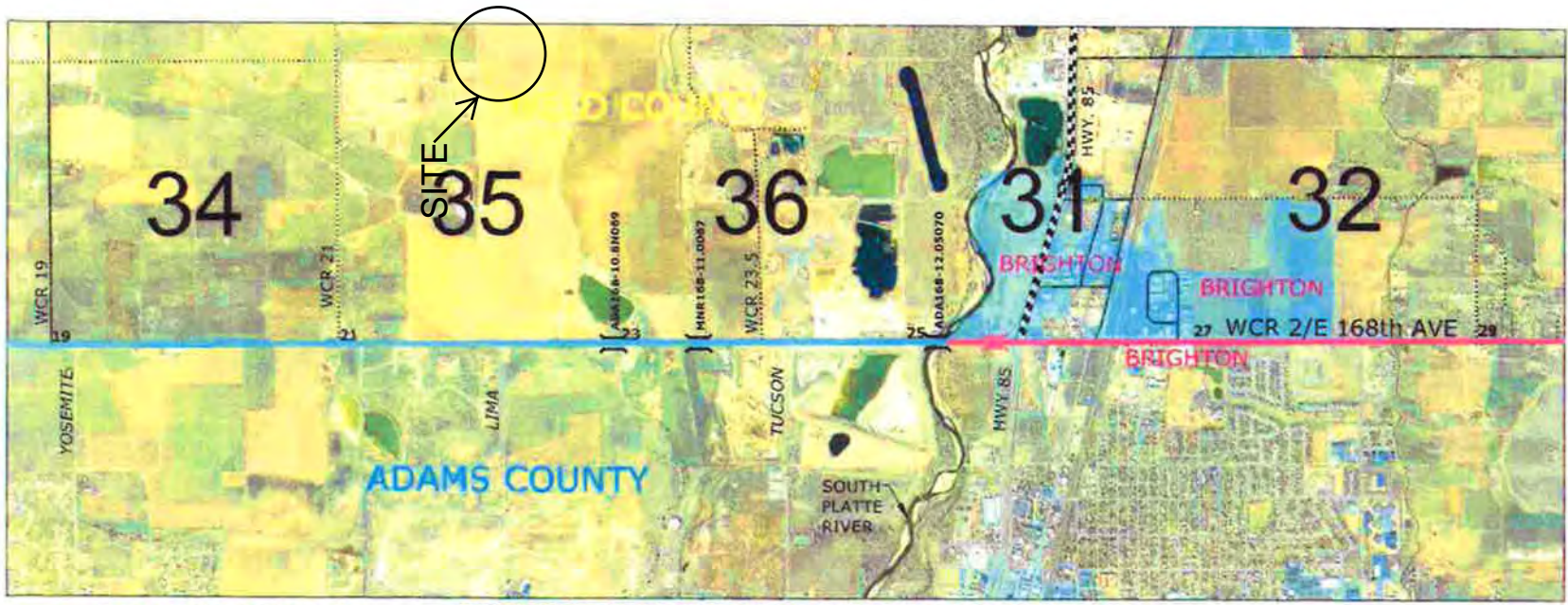
By: \_\_\_\_\_  
 Eva J. Henry, Chair

**ATTEST:**  
**WELD COUNTY Clerk to the Board**

**BOARD OF COUNTY COMMISSIONERS**  
**WELD COUNTY, COLORADO**

By: \_\_\_\_\_  
 Deputy Clerk to the Board

By: \_\_\_\_\_  
 Julie Cozad, Chair



-  = WELD COUNTY MAINTENANCE
-  = ADAMS COUNTY MAINTENANCE
-  = BRIGHTON MAINTENANCE

**ADAMS COUNTY & WELD COUNTY  
SHARED MAINTENANCE OF  
E. 168th AVE/WCR 2**

**EXHIBIT-A**  
PG. 2 OF 5



  
SCALE: 1"=2000'±

# EXHIBIT B

## ENGINEER'S ESTIMATE OF PROBABLE COSTS

PROJECT NAME: McKAY ROAD OVER SOUTH PLATTE RIVER - BRIDGE SCOUR      PREPARED BY: URS (AECOM)  
 URS/AECOM PROJECT #: 60413119      DATE: 23-Dec-16  
 ADAMS COUNTY PROJECT # IMP # 2015-00004  
 FEDERAL AID PROJECT NO. ER CL20-025

CONTRACT ITEM #:	CONTRACT ITEM	UNIT	QUANTITY	FHWA QUANTITY=21.7%	ADAMS COUNTY QUANTITY=78.3%	EXPECTED UNIT COST	BREAKDOWN OF EXPECTED COSTS		TOTAL COST
							FHWA	ADAMS COUNTY	
203-00040	UNCLASSIFIED EXCAVATION (SPECIAL)	CY	276	59.9	216.1	\$27.00	\$1,617.30	\$5,834.70	\$7,452.00
206-00505	FILTER MATERIAL (SPECIAL)	CY	26	5.6	20.4	\$160.00	\$896.00	\$3,264.00	\$4,160.00
208-00021	SILT FENCE (REINFORCED)	LF	240	52.1	187.9	\$4.00	\$208.40	\$751.60	\$960.00
208-00070	VEHICLE TRACKING PAD (CONSTRUCTION ENTRANCE)	EA	2	0.43	1.57	\$1,600.00	\$688.00	\$2,512.00	\$3,200.00
208-00200	EROSION CONTROL SUPERVISOR	HOURL	40	8.7	31.3	\$60.00	\$522.00	\$1,878.00	\$2,400.00
208-00101	WETLANDS CONSTRUCTION ENTRANCE	EA	1	0.22	0.78	\$1,500.00	\$330.00	\$1,170.00	\$1,500.00
212-00006	SEEDING (NATIVE)	ACRE	0.1	0.022	0.078	\$1,700.00	\$37.40	\$132.60	\$170.00
212-00028	SEEDING (WETLAND)	ACRE	0.01	0.0022	0.0078	\$5,000.00	\$11.00	\$39.00	\$50.00
213-00002	MULCHING (WEED FREE HAY)	ACRE	0.11	0.024	0.086	\$650.00	\$15.60	\$55.90	\$71.50
213-00061	MULCH TACKIFIER	LB	22	4.8	17.2	\$2.50	\$12.00	\$43.00	\$55.00
216-00021	SOIL RETENTION BLANKET (CLASS 1)	SY	532	11.6	41.6	\$5.00	\$580.00	\$2,080.00	\$2,660.00
217-00015	NOXIOUS WEED MANAGEMENT	SY	228	49.48	178.52	\$5.00	\$247.40	\$892.60	\$1,140.00
240-00000	WILDLIFE BIOLOGIST	HOURL	40	8.7	31.3	\$80.00	\$696.00	\$2,504.00	\$3,200.00
240-00010	REMOVAL OF NESTS	HOURL	40	8.7	31.3	\$70.00	\$609.00	\$2,191.00	\$2,800.00
240-00020	NETTING	SY	640	139	501	\$10.00	\$1,390.00	\$5,010.00	\$6,400.00
420-00131	GEOTEXTILE (SEPARATOR) (CLASS 2)	SY	1017	221	796	\$15.00	\$3,315.00	\$11,940.00	\$15,255.00
506-00000	RIPRAP (24 INCH)	CY	250	54.3	195.7	\$90.00	\$4,887.00	\$17,613.00	\$22,500.00
607-11525	PLASTIC FENCE (TEMPORARY CONSTRUCTION FENCE)	LF	160	35	125	\$3.00	\$105.00	\$375.00	\$480.00
625-00000	CONSTRUCTION SURVEYING	LS	1	0.22	0.78	\$8,400.00	\$1,848.00	\$6,552.00	\$8,400.00
626-00000	MOBILIZATION	LS	1	0.22	0.78	\$20,000.00	\$4,400.00	\$15,600.00	\$20,000.00
630-10005	TRAFFIC CONTROL	LS	1	0.22	0.78	\$2,200.00	\$484.00	\$1,716.00	\$2,200.00
700-70380	F/A EROSION CONTROL	FA	1	0.22	0.78	\$5,000.00	\$1,100.00	\$3,900.00	\$5,000.00
	SUB-TOTAL						\$23,999.10	\$86,054.40	\$110,053.50
	CONTINGENCY (15%)						\$3,599.87	\$12,908.16	\$16,508.03
	TOTAL						\$27,598.97	\$98,962.56	\$126,561.53





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> 2017 Adams County Board of Equalization Hearing Officers Recommendations and Request for Approval
<b>FROM:</b> Lorena Boston, BOE Coordinator
<b>AGENCY/DEPARTMENT:</b> County Attorney's Office
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners sitting as the Adams County Board of Equalization Approve the Resolution Setting Forth the Final Decisions of the Adams County Board of Equalization for Tax Year 2017.

### **BACKGROUND:**

Between September 15, 2017 and October 16, 2017, the Adams County Board of Equalization's duly appointed hearing officers met and held real and personal property tax evaluation hearings as required annually pursuant to C.R.S. § 39-8-101 *et seq.* Their findings and recommendations are attached hereto for review, consideration and approval. C.R.S. § 39-8-107(2) requires that all hearings must be held and all decisions rendered by the close of business on November 1, 2017.

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

Adams County Assessor's Office

### **ATTACHED DOCUMENTS:**

The Findings and Recommendations of the 2017 County Board of Equalization Hearing Officers

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION SETTING FORTH THE FINAL DECISIONS OF THE ADAMS COUNTY BOARD OF EQUALIZATION FOR TAX YEAR 2017**

WHEREAS, pursuant to C.R.S. § 39-8-101, the Board of County Commissioners of Adams County comprise the Adams County Board of Equalization; and,

WHEREAS, Independent Referees duly appointed in accordance with C.R.S. § 39-8-107(2)(i) by the Adams County Board of Equalization (Board of Equalization) conducted property tax valuation appeal hearings from September 15, 2017 through October 16, 2017; and,

WHEREAS, pursuant to C.R.S. § 39-8-102(1) the Board of Equalization reviews the valuations for assessment of all taxable property in the County for errors, omissions and to promote the end that all valuations for assessment are just and equalized within the County; and,

WHEREAS, the findings and recommendations of the Independent Referees are presented in the attached summary and are being submitted to the Board of Equalization for review and approval.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, sitting as the Adams County Board of Equalization, that the findings and recommendations presented by the Independent Referees are hereby ratified and confirmed and letters of decision are to be mailed to all petitioners and/or their designated agent in accordance with the attached summary.

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## Adams County Board of Equalization Protest Summary 2017

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		COUNT
<b>Adjust</b>		<b>269</b>
		<b>20%</b>
	Agricultural	2
	Commercial	28
	Industrial	1
	Oil & Gas	1
	Personal	2
	Residential	235
<b>Deny</b>		<b>916</b>
		<b>67%</b>
	Agricultural	2
	Commercial	347
	Industrial	44
	Mobile Home	38
	Personal	12
	Residential	473
<b>Stipulated</b>		<b>149</b>
		<b>11%</b>
	Agricultural	3
	Commercial	65
	Industrial	3
	Residential	78
<b>Withdrawn</b>		<b>40</b>
		<b>3%</b>
	Commercial	23
	Industrial	1
	Leasing	2
	Personal	5
	Residential	9
<b>Total Protests:</b>		<b>1374</b>

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**Adams County Board of Equalization Protest  
2017****Value Summary**

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	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>
<b>Adjust</b>			
Number of Accounts: 269	\$830,458,190	\$761,648,119	(\$68,810,071)
<b>Deny</b>			
Number of Accounts: 916	\$2,466,232,789	\$2,466,232,789	\$0
<b>Stipulated</b>			
Number of Accounts: 149	\$612,964,561	\$532,556,431	(\$80,408,130)
<b>Withdrawn</b>			
Number of Accounts: 40	\$45,767,566	\$45,767,566	\$0

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<b>Grand Totals Adjusted / Stipulated Decisions:</b>	<b>\$1,443,422,751</b>	<b>\$1,294,204,550</b>	<b>(\$149,218,201)</b>
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<b>Grand Totals All Decisions:</b>	<b>\$3,955,423,106</b>	<b>\$3,806,204,905</b>	<b>(\$149,218,201)</b>
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**Total Number of Accounts Overall: 1374**



**Adams County Board of Equalization Protest  
2017**

**Value Detail**

Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Adjust</b>						
O0000324	Oil & Gas		\$41,263	\$29,544	(\$11,719)	102995
P0003474	Personal	0182307300005	\$482,610	\$479,975	(\$2,635)	102557
P0035820	Personal		\$47,969,571	\$40,031,482	(\$7,938,089)	103121
R0001085	Residential	0156707101005	\$676,067	\$580,067	(\$96,000)	102617
R0001088	Residential	0156707101008	\$540,082	\$520,082	(\$20,000)	102584
R0001100	Residential	0156707102011	\$745,517	\$680,000	(\$65,517)	102614
R0001101	Residential	0156707102012	\$486,404	\$410,000	(\$76,404)	102912
R0001126	Residential	0156707104039	\$642,743	\$561,095	(\$81,648)	102914
R0001168	Residential	0156707203015	\$565,033	\$430,000	(\$135,033)	102792
R0001666	Residential	0156904000006	\$410,000	\$400,000	(\$10,000)	103079
R0003298	Residential	0156906421008	\$176,385	\$150,000	(\$26,385)	102958
R0004631	Residential	0156907407014	\$195,688	\$180,000	(\$15,688)	103073
R0005368	Residential	0156908102004	\$320,000	\$250,000	(\$70,000)	102719
R0006128	Residential	0156908226013	\$14,391,886	\$12,750,000	(\$1,641,886)	103114
R0006847	Residential	0156918001002	\$523,758	\$450,000	(\$73,758)	102699
R0006902	Residential	0156919003007	\$582,343	\$545,000	(\$37,343)	102813
R0006969	Residential	0156921015012	\$201,831	\$136,000	(\$65,831)	103057
R0008611	Residential	0157112102008	\$287,682	\$255,000	(\$32,682)	102921
R0008912	Residential	0157113001008	\$370,027	\$315,027	(\$55,000)	102591
R0010191	Residential	0157130312011	\$314,120	\$280,120	(\$34,000)	102621
R0012599	Residential	0157132313029	\$354,013	\$343,000	(\$11,013)	102588
R0014350	Residential	0157312002001	\$38,939	\$25,001	(\$13,938)	103045
R0014374	Residential	0157313006006	\$610,839	\$580,839	(\$30,000)	102586
R0015546	Residential	0157325007019	\$430,907	\$400,907	(\$30,000)	102667
R0015901	Residential	0157325125006	\$379,317	\$367,317	(\$12,000)	102570
R0016321	Residential	0157325318007	\$494,442	\$455,000	(\$39,442)	102723
R0017264	Residential	0157326112026	\$404,858	\$360,000	(\$44,858)	102654
R0017740	Residential	0157326210001	\$606,744	\$580,000	(\$26,744)	103205
R0018372	Residential	0157326402031	\$899,323	\$850,000	(\$49,323)	102923
R0018536	Residential	0157326418007	\$873,164	\$815,000	(\$58,164)	102917
R0019930	Residential	0157328214015	\$365,559	\$330,000	(\$35,559)	102788
R0028877	Residential	0171902221023	\$230,941	\$220,000	(\$10,941)	103077
R0030354	Residential	0171903105045	\$200,065	\$194,000	(\$6,065)	102915
R0030957	Residential	0171903401001	\$46,346,762	\$44,800,000	(\$1,546,762)	103106
R0031492	Residential	0171904304009	\$502,657	\$480,657	(\$22,000)	102670
R0033766	Residential	0171908102032	\$429,796	\$396,000	(\$33,796)	102815
R0034223	Residential	0171908315005	\$353,053	\$343,000	(\$10,053)	103047
R0034858	Residential	0171908439054	\$427,032	\$411,593	(\$15,439)	102972
R0034884	Residential	0171908439080	\$430,100	\$415,000	(\$15,100)	102787
R0037173	Commercial	0171910304029	\$567,000	\$547,000	(\$20,000)	102544

**Adams County Board of Equalization Protest  
2017**

**Value Detail**

Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Adjust</b>						
R0037174	Commercial	0171910304030	\$405,432	\$393,432	(\$12,000)	102544
R0037249	Residential	0171910403006	\$230,251	\$220,000	(\$10,251)	102578
R0039330	Residential	0171912409003	\$298,256	\$290,000	(\$8,256)	102934
R0042005	Residential	0171915306018	\$267,103	\$255,000	(\$12,103)	102967
R0042518	Commercial	0171916102001	\$5,000,000	\$4,500,000	(\$500,000)	103221
R0042700	Residential	0171916110009	\$242,032	\$215,000	(\$27,032)	103201
R0046172	Residential	0171918109026	\$542,805	\$502,000	(\$40,805)	102913
R0046245	Residential	0171918112060	\$524,815	\$475,000	(\$49,815)	103244
R0046260	Residential	0171918113012	\$575,339	\$551,518	(\$23,821)	102950
R0046860	Residential	0171918309010	\$531,182	\$500,000	(\$31,182)	102949
R0047843	Residential	0171919203001	\$98,512,025	\$92,000,000	(\$6,512,025)	103570
R0048116	Residential	0171919315017	\$249,616	\$240,616	(\$9,000)	102579
R0048188	Residential	0171919401040	\$390,000	\$380,000	(\$10,000)	103008
R0050565	Residential	0171921311023	\$154,525	\$135,000	(\$19,525)	103204
R0050993	Commercial	0171922105005	\$925,581	\$800,000	(\$125,581)	103026
R0052379	Residential	0171923210028	\$216,015	\$210,015	(\$6,000)	102609
R0056468	Residential	0171926214009	\$232,064	\$200,064	(\$32,000)	102659
R0059888	Residential	0171928312024	\$249,842	\$170,000	(\$79,842)	102807
R0061276	Residential	0171929321018	\$248,286	\$235,664	(\$12,622)	102717
R0062088	Residential	0171930103036	\$234,323	\$215,000	(\$19,323)	103058
R0062948	Commercial	0171930225001	\$6,332,418	\$5,700,000	(\$632,418)	102686
R0063013	Residential	0171930305004	\$250,244	\$211,500	(\$38,744)	102571
R0063210	Residential	0171930313028	\$211,207	\$190,000	(\$21,207)	102590
R0063451	Residential	0171930409018	\$389,482	\$350,000	(\$39,482)	102725
R0064955	Residential	0171931326100	\$220,000	\$205,000	(\$15,000)	102668
R0068381	Residential	0171933301015	\$2,142,001	\$1,900,000	(\$242,001)	102768
R0068382	Residential	0171933301016	\$2,142,001	\$1,900,000	(\$242,001)	102767
R0068383	Residential	0171933301017	\$2,142,001	\$1,900,000	(\$242,001)	102769
R0068798	Residential	0171933321004	\$9,277,741	\$8,625,000	(\$652,741)	103112
R0068799	Residential	0171933321005	\$9,289,981	\$8,625,000	(\$664,981)	103111
R0068800	Residential	0171933321006	\$18,674,854	\$17,250,000	(\$1,424,854)	103110
R0068953	Residential	0171933408019	\$188,764	\$140,000	(\$48,764)	102780
R0069532	Residential	0171934118010	\$226,025	\$222,000	(\$4,025)	102928
R0070646	Commercial	0171934407018	\$4,756,845	\$3,500,000	(\$1,256,845)	103389
R0072788	Residential	0172106305011	\$286,348	\$272,348	(\$14,000)	102583
R0077602	Commercial	0172129404002	\$1,644,630	\$1,460,000	(\$184,630)	103116
R0079771	Commercial	0172132415004	\$733,254	\$650,000	(\$83,254)	102871
R0080393	Residential	0172306001001	\$429,805	\$409,805	(\$20,000)	102580
R0082792	Residential	0181527317016	\$162,146	\$130,000	(\$32,146)	102669
R0083505	Commercial	0181716403008	\$33,600	\$25,000	(\$8,600)	103141

**Adams County Board of Equalization Protest  
2017**

**Value Detail**

<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Adjust</b>						
R0083935	Commercial	0182126001001	\$12,544,455	\$11,575,000	(\$969,455)	102805
R0090948	Commercial	0182307200048	\$626,359	\$421,660	(\$204,699)	103223
R0091187	Residential	0182308109009	\$625,284	\$525,000	(\$100,284)	102731
R0091188	Residential	0182308109010	\$625,284	\$525,000	(\$100,284)	102732
R0091189	Residential	0182308109011	\$625,283	\$525,000	(\$100,283)	102730
R0091930	Commercial	0182308302063	\$1,606,943	\$1,950,000	\$343,057	103390
R0092767	Commercial	0182317408023	\$1,228,973	\$1,015,000	(\$213,973)	103398
R0092782	Commercial	0182317409011	\$1,256,904	\$1,188,000	(\$68,904)	103399
R0094962	Residential	0182334322007	\$850,851	\$790,000	(\$60,851)	102857
R0096886	Residential	0182335310017	\$210,372	\$186,000	(\$24,372)	102625
R0096890	Residential	0182335310021	\$155,000	\$145,000	(\$10,000)	102564
R0098592	Commercial	0182503403006	\$4,920,851	\$4,750,000	(\$170,851)	103021
R0098872	Residential	0182504112003	\$288,253	\$220,000	(\$68,253)	102952
R0100737	Commercial	0182505405029	\$1,025,900	\$855,000	(\$170,900)	102945
R0104136	Commercial	0182515206003	\$4,754,968	\$7,500,000	\$2,745,032	103100
R0105043	Residential	0182517211009	\$250,000	\$230,000	(\$20,000)	102610
R0109450	Residential	0171928120005	\$280,764	\$260,000	(\$20,764)	103054
R0110419	Residential	0156908105075	\$238,154	\$215,000	(\$23,154)	102778
R0110651	Agricultural	0157103300011	\$436,707	\$406,000	(\$30,707)	103052
R0110893	Residential	0156700000357	\$607,264	\$580,000	(\$27,264)	102955
R0112255	Residential	0171908431004	\$47,182,093	\$46,000,000	(\$1,182,093)	103109
R0114151	Commercial	0182317201017	\$746,525	\$800,000	\$53,475	103230
R0114367	Residential	0171905323053	\$493,006	\$450,000	(\$43,006)	103050
R0119551	Commercial	0171922403010	\$1,400,000	\$1,200,000	(\$200,000)	103222
R0119961	Residential	0171929413056	\$295,817	\$265,000	(\$30,817)	102789
R0121404	Residential	0171905401024	\$741,794	\$700,714	(\$41,080)	102589
R0121417	Residential	0171905402010	\$1,040,022	\$870,000	(\$170,022)	102587
R0121420	Residential	0171905402013	\$876,589	\$855,000	(\$21,589)	102927
R0121493	Residential	0171905405022	\$599,495	\$560,000	(\$39,495)	102790
R0123248	Commercial	0182127301003	\$13,040,000	\$12,099,414	(\$940,586)	102991
R0125792	Residential	0157115401018	\$535,420	\$515,420	(\$20,000)	102777
R0126574	Residential	0172305401016	\$637,984	\$617,000	(\$20,984)	102775
R0127699	Residential	0171903214002	\$65,116,245	\$62,500,000	(\$2,616,245)	102757
R0129925	Commercial	0181716405003	\$101,500	\$84,600	(\$16,900)	103020
R0130553	Residential	0157324304006	\$429,187	\$411,187	(\$18,000)	102664
R0131685	Residential	0157324317004	\$467,755	\$460,000	(\$7,755)	102918
R0131971	Residential	0156905222005	\$373,391	\$365,000	(\$8,391)	102574
R0134498	Residential	0171914126017	\$371,140	\$359,900	(\$11,240)	102646
R0134522	Agricultural	0174103100001	\$207,177	\$193,323	(\$13,854)	102559
R0135418	Residential	0157336211008	\$306,344	\$300,884	(\$5,460)	102773

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**Value Detail**

Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Adjust</b>						
R0135850	Residential	0171914201017	\$89,173,895	\$86,000,000	(\$3,173,895)	103174
R0142584	Residential	0157313204020	\$440,324	\$415,000	(\$25,324)	102677
R0143905	Residential	0157314101016	\$527,250	\$508,803	(\$18,447)	103053
R0145625	Residential	0156932312008	\$380,453	\$370,453	(\$10,000)	102613
R0145873	Residential	0171906102002	\$51,443,114	\$41,600,000	(\$9,843,114)	103316
R0145874	Residential	0171906104001	\$50,650,600	\$41,210,000	(\$9,440,600)	103317
R0147762	Residential	0171905408032	\$772,212	\$750,000	(\$22,212)	102973
R0147764	Residential	0171905408034	\$776,129	\$750,000	(\$26,129)	102956
R0147766	Residential	0171905408036	\$807,311	\$794,000	(\$13,311)	102662
R0147776	Residential	0171905409006	\$809,525	\$780,000	(\$29,525)	102592
R0155346	Residential	0171921312038	\$147,229	\$127,500	(\$19,729)	102808
R0157994	Residential	0172317108035	\$354,038	\$345,038	(\$9,000)	102568
R0159623	Residential	0171905113097	\$345,140	\$320,000	(\$25,140)	102647
R0160950	Residential	0157321107001	\$1,264,440	\$1,100,440	(\$164,000)	102612
R0170392	Commercial	0157303401006	\$418,170	\$390,000	(\$28,170)	102541
R0170394	Commercial	0157303401007	\$950,101	\$890,000	(\$60,101)	102542
R0170395	Commercial	0157303401008	\$1,089,960	\$1,020,000	(\$69,960)	102543
R0171039	Residential	0157116125047	\$418,408	\$410,000	(\$8,408)	103071
R0173562	Commercial	0182120401004	\$1,617,408	\$1,450,000	(\$167,408)	102733
R0174247	Commercial	0157315301006	\$18,910,125	\$12,000,000	(\$6,910,125)	102708
R0175946	Residential	0172309403064	\$246,340	\$240,000	(\$6,340)	103250
R0178497	Residential	0157109423043	\$432,826	\$400,000	(\$32,826)	102791
R0178862	Residential	0171922401007	\$10,948,004	\$10,571,428	(\$376,576)	103573
R0178863	Residential	0171922401008	\$27,594,332	\$26,428,571	(\$1,165,761)	103572
R0180509	Commercial	0156921102015	\$3,588,264	\$2,750,000	(\$838,264)	102854
R0180512	Commercial	0156921201009	\$3,503,553	\$2,900,000	(\$603,553)	102853
R0180532	Residential	0171915413006	\$42,931,824	\$42,900,000	(\$31,824)	103588
R0181021	Residential	0171928112003	\$34,597,702	\$33,000,000	(\$1,597,702)	103187
R0181096	Residential	0157116132047	\$528,916	\$506,000	(\$22,916)	102965
R0182085	Residential	0157301301087	\$900	\$31	(\$869)	102607
R0182086	Residential	0157301301088	\$900	\$31	(\$869)	102607
R0182087	Residential	0157301301089	\$900	\$31	(\$869)	102607
R0182088	Residential	0157301301090	\$900	\$33	(\$867)	102607
R0182089	Residential	0157301301091	\$900	\$43	(\$857)	102607
R0182090	Residential	0157301301092	\$900	\$86	(\$814)	102607
R0182091	Residential	0157301301093	\$900	\$51	(\$849)	102607
R0182092	Residential	0157301301094	\$900	\$41	(\$859)	102607
R0182093	Residential	0157301301095	\$900	\$40	(\$860)	102607
R0182094	Residential	0157301301096	\$900	\$40	(\$860)	102607
R0182095	Residential	0157301301097	\$900	\$37	(\$863)	102607

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**Value Detail**

<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Adjust</b>						
R0182096	Residential	0157301301098	\$900	\$37	(\$863)	102607
R0182097	Residential	0157301301099	\$900	\$37	(\$863)	102607
R0182098	Residential	0157301301100	\$900	\$37	(\$863)	102607
R0182099	Residential	0157301301101	\$900	\$37	(\$863)	102607
R0182100	Residential	0157301301102	\$900	\$37	(\$863)	102607
R0182101	Residential	0157301301103	\$900	\$37	(\$863)	102607
R0182102	Residential	0157301301104	\$900	\$37	(\$863)	102607
R0182103	Residential	0157301301105	\$900	\$37	(\$863)	102607
R0182104	Residential	0157301301106	\$900	\$37	(\$863)	102607
R0182105	Residential	0157301301107	\$900	\$37	(\$863)	102607
R0182106	Residential	0157301301108	\$900	\$37	(\$863)	102607
R0182107	Residential	0157301301109	\$900	\$37	(\$863)	102607
R0182108	Residential	0157301301110	\$900	\$37	(\$863)	102607
R0182109	Residential	0157301301111	\$900	\$48	(\$852)	102607
R0182159	Residential	0157301305014	\$900	\$41	(\$859)	102607
R0182160	Residential	0157301305015	\$900	\$34	(\$866)	102607
R0182161	Residential	0157301305016	\$900	\$34	(\$866)	102607
R0182170	Residential	0157301305025	\$900	\$28	(\$872)	102607
R0182171	Residential	0157301305026	\$900	\$28	(\$872)	102607
R0182172	Residential	0157301305027	\$900	\$28	(\$872)	102607
R0182173	Residential	0157301305028	\$900	\$28	(\$872)	102607
R0182174	Residential	0157301305029	\$900	\$30	(\$870)	102607
R0182175	Residential	0157301306018	\$900	\$30	(\$870)	102607
R0182176	Residential	0157301306019	\$900	\$28	(\$872)	102607
R0182177	Residential	0157301306020	\$900	\$28	(\$872)	102607
R0182178	Residential	0157301306021	\$900	\$28	(\$872)	102607
R0182179	Residential	0157301306022	\$900	\$28	(\$872)	102607
R0182191	Residential	0157301306034	\$900	\$30	(\$870)	102607
R0182192	Residential	0157301306035	\$900	\$30	(\$870)	102607
R0182193	Residential	0157301306036	\$900	\$30	(\$870)	102607
R0182194	Residential	0157301306037	\$900	\$30	(\$870)	102607
R0182195	Residential	0157301306038	\$900	\$30	(\$870)	102607
R0182196	Residential	0157301307019	\$900	\$34	(\$866)	102607
R0182197	Residential	0157301307020	\$900	\$28	(\$872)	102607
R0182198	Residential	0157301307021	\$900	\$28	(\$872)	102607
R0182199	Residential	0157301307022	\$900	\$28	(\$872)	102607
R0182200	Residential	0157301307023	\$900	\$28	(\$872)	102607
R0182201	Residential	0157301307024	\$900	\$28	(\$872)	102607
R0182202	Residential	0157301307025	\$900	\$28	(\$872)	102607
R0182210	Residential	0157301307033	\$900	\$29	(\$871)	102607

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**Value Detail**

<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Adjust</b>						
R0182211	Residential	0157301307034	\$29	\$29	\$0	102607
R0182212	Residential	0157301307035	\$29	\$29	\$0	102607
R0182213	Residential	0157301307036	\$29	\$29	\$0	102607
R0182214	Residential	0157301307037	\$29	\$29	\$0	102607
R0182215	Residential	0157301307038	\$29	\$29	\$0	102607
R0182216	Residential	0157301307039	\$36	\$36	\$0	102607
R0182221	Residential	0157301308023	\$900	\$29	(\$871)	102607
R0182222	Residential	0157301308024	\$900	\$29	(\$871)	102607
R0182223	Residential	0157301308025	\$900	\$29	(\$871)	102607
R0182224	Residential	0157301308026	\$900	\$29	(\$871)	102607
R0182225	Residential	0157301308027	\$900	\$29	(\$871)	102607
R0182226	Residential	0157301308028	\$900	\$29	(\$871)	102607
R0182227	Residential	0157301308029	\$900	\$29	(\$871)	102607
R0182373	Residential	0157301313067	\$900	\$28	(\$872)	102607
R0182374	Residential	0157301313068	\$900	\$31	(\$869)	102607
R0182375	Residential	0157301313069	\$900	\$40	(\$860)	102607
R0182376	Residential	0157301313070	\$900	\$60	(\$840)	102607
R0182377	Residential	0157301313071	\$900	\$34	(\$866)	102607
R0182378	Residential	0157301313072	\$900	\$27	(\$873)	102607
R0182379	Residential	0157301313073	\$900	\$25	(\$875)	102607
R0182380	Residential	0157301313074	\$900	\$25	(\$875)	102607
R0182381	Residential	0157301313075	\$900	\$25	(\$875)	102607
R0182382	Residential	0157301313076	\$900	\$25	(\$875)	102607
R0182383	Residential	0157301313077	\$900	\$25	(\$875)	102607
R0182384	Residential	0157301313078	\$900	\$25	(\$875)	102607
R0182385	Residential	0157301313079	\$25	\$25	\$0	102974
R0182386	Residential	0157301313080	\$900	\$27	(\$873)	102607
R0182387	Residential	0157301313081	\$900	\$27	(\$873)	102607
R0182388	Residential	0157301313082	\$900	\$27	(\$873)	102607
R0182389	Residential	0157301313083	\$900	\$27	(\$873)	102607
R0182390	Residential	0157301313084	\$900	\$28	(\$872)	102607
R0182391	Residential	0157301313085	\$900	\$30	(\$870)	102607
R0182392	Residential	0157301313086	\$900	\$39	(\$861)	102607
R0182393	Residential	0157301313087	\$900	\$48	(\$852)	102607
R0182394	Residential	0157301313088	\$900	\$30	(\$870)	102607
R0182395	Residential	0157301313089	\$900	\$28	(\$872)	102607
R0182396	Residential	0157301313090	\$900	\$27	(\$873)	102607
R0182397	Residential	0157301313091	\$900	\$27	(\$873)	102607
R0182398	Residential	0157301313092	\$900	\$27	(\$873)	102607
R0182399	Residential	0157301313093	\$900	\$27	(\$873)	102607



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**Value Detail**

<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Adjust</b>						
R0182400	Residential	0157301313094	\$900	\$27	(\$873)	102607
R0182401	Residential	0157301313095	\$900	\$27	(\$873)	102607
R0182402	Residential	0157301313096	\$900	\$28	(\$872)	102607
R0182403	Residential	0157301313097	\$900	\$31	(\$869)	102607
R0182404	Residential	0157301313098	\$900	\$44	(\$856)	102607
R0182449	Residential	0157301316022	\$900	\$40	(\$860)	102607
R0182450	Residential	0157301316023	\$900	\$32	(\$868)	102607
R0182451	Residential	0157301316024	\$900	\$29	(\$871)	102607
R0182466	Residential	0157301317021	\$900	\$33	(\$867)	102607
R0182467	Residential	0157301317022	\$900	\$34	(\$866)	102607
R0182468	Residential	0157301317023	\$900	\$39	(\$861)	102607
R0182469	Residential	0157301317024	\$900	\$36	(\$864)	102607
R0182470	Residential	0157301317025	\$900	\$36	(\$864)	102607
R0182471	Residential	0157301317026	\$900	\$36	(\$864)	102607
R0182472	Residential	0157301317027	\$900	\$36	(\$864)	102607
R0182473	Residential	0157301317028	\$900	\$36	(\$864)	102607
R0182474	Residential	0157301317029	\$900	\$36	(\$864)	102607
R0182475	Residential	0157301317030	\$900	\$47	(\$853)	102607
R0182476	Residential	0157301317031	\$900	\$55	(\$845)	102607
R0182477	Residential	0157301317032	\$900	\$50	(\$850)	102607
R0182478	Residential	0157301317033	\$900	\$46	(\$854)	102607
R0182479	Residential	0157301317034	\$900	\$42	(\$858)	102607
R0182480	Residential	0157301317035	\$900	\$41	(\$859)	102607
R0182481	Residential	0157301317036	\$900	\$43	(\$857)	102607
R0182482	Residential	0157301317037	\$900	\$48	(\$852)	102607
R0182483	Residential	0157301317038	\$900	\$46	(\$854)	102607
R0182484	Residential	0157301317039	\$900	\$43	(\$857)	102607
R0182522	Residential	0182504304037	\$371,700	\$338,000	(\$33,700)	102966
R0186773	Industrial	0182515113016	\$21,767,378	\$18,408,110	(\$3,359,268)	103163
<b>Number of Accounts: 269</b>			<b>\$830,458,190</b>	<b>\$761,648,119</b>	<b>(\$68,810,071)</b>	

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**Value Detail**

<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Deny</b>						
M0000299	Mobile Home		\$2,484	\$2,484	\$0	103633
M0000374	Mobile Home		\$2,333	\$2,333	\$0	103615
M0000462	Mobile Home		\$2,981	\$2,981	\$0	103617
M0000650	Mobile Home		\$3,629	\$3,629	\$0	103630
M0000703	Mobile Home		\$2,981	\$2,981	\$0	103139
M0000834	Mobile Home		\$12,870	\$12,870	\$0	103134
M0001189	Mobile Home		\$3,629	\$3,629	\$0	103631
M0001219	Mobile Home		\$3,024	\$3,024	\$0	103616
M0001853	Mobile Home		\$3,305	\$3,305	\$0	103623
M0002243	Mobile Home		\$2,981	\$2,981	\$0	103641
M0002269	Mobile Home		\$2,981	\$2,981	\$0	103624
M0003046	Mobile Home		\$11,664	\$11,664	\$0	103136
M0003093	Mobile Home		\$2,484	\$2,484	\$0	103639
M0003604	Mobile Home		\$3,110	\$3,110	\$0	103619
M0003872	Mobile Home		\$2,981	\$2,981	\$0	103621
M0004030	Mobile Home		\$2,808	\$2,808	\$0	103634
M0004294	Mobile Home		\$2,484	\$2,484	\$0	103620
M0007019	Mobile Home		\$2,981	\$2,981	\$0	103618
M0007382	Mobile Home		\$3,629	\$3,629	\$0	103637
M0009174	Mobile Home		\$6,033	\$6,033	\$0	103625
M0016506	Mobile Home		\$4,018	\$4,018	\$0	103613
M0016528	Mobile Home		\$3,629	\$3,629	\$0	103636
M0016558	Mobile Home		\$2,592	\$2,592	\$0	103138
M0016668	Mobile Home		\$2,376	\$2,376	\$0	103640
M0016723	Mobile Home		\$3,629	\$3,629	\$0	103638
M0016724	Mobile Home		\$3,629	\$3,629	\$0	103628
M0016751	Mobile Home		\$3,931	\$3,931	\$0	103635
M0016771	Mobile Home		\$3,629	\$3,629	\$0	103626
M0016827	Mobile Home		\$3,110	\$3,110	\$0	103140
M0016887	Mobile Home		\$4,018	\$4,018	\$0	103622
M0016932	Mobile Home		\$3,240	\$3,240	\$0	103627
M0017046	Mobile Home		\$3,888	\$3,888	\$0	103629
M0017281	Mobile Home		\$2,592	\$2,592	\$0	103611
M0017500	Mobile Home		\$2,981	\$2,981	\$0	103614
M0017615	Mobile Home		\$2,592	\$2,592	\$0	103137
M0017832	Mobile Home		\$3,629	\$3,629	\$0	103632
M0018876	Mobile Home		\$37,944	\$37,944	\$0	102629
M0168843	Mobile Home		\$7,938	\$7,938	\$0	103612
P0006071	Personal	0171915411010	\$2,120,126	\$2,120,126	\$0	103149
P0007889	Personal	0171903100028	\$11,907	\$11,907	\$0	103714

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**Value Detail**

Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Deny</b>						
P0008410	Personal	0156918201006	\$1,214,708	\$1,214,708	\$0	103150
P0021481	Personal	0171915411009	\$1,395,388	\$1,395,388	\$0	103154
P0024766	Personal	0182128101002	\$1,767,694	\$1,767,694	\$0	103156
P0025879	Personal	0182308204007	\$425,002	\$425,002	\$0	103118
P0027030	Personal	0157327201001	\$1,144,030	\$1,144,030	\$0	103152
P0030192	Personal	0157129417005	\$1,752,783	\$1,752,783	\$0	103153
P0031930	Personal	0171926207038	\$1,136,301	\$1,136,301	\$0	103151
P0033588	Personal	0171910401023	\$1,397,324	\$1,397,324	\$0	103155
P0034481	Personal	0182505116002	\$1,293,494	\$1,293,494	\$0	103157
P0035195	Personal	0182317410004	\$572,908	\$572,908	\$0	102999
R0000777	Residential	0156500000215	\$871,697	\$871,697	\$0	102735
R0001139	Residential	0156707105012	\$462,301	\$462,301	\$0	102911
R0001146	Residential	0156707106003	\$673,824	\$673,824	\$0	102739
R0001154	Residential	0156707202004	\$625,310	\$625,310	\$0	102566
R0001158	Residential	0156707203003	\$479,624	\$479,624	\$0	102582
R0001159	Residential	0156707203004	\$573,971	\$573,971	\$0	102581
R0001795	Residential	0156905105001	\$942,482	\$942,482	\$0	102545
R0001796	Residential	0156905105002	\$2,827,442	\$2,827,442	\$0	102545
R0001797	Residential	0156905105003	\$2,827,442	\$2,827,442	\$0	102545
R0001798	Residential	0156905105004	\$2,827,442	\$2,827,442	\$0	102545
R0002184	Residential	0156905319013	\$184,456	\$184,456	\$0	103002
R0002359	Residential	0156905400013	\$9,410,000	\$9,410,000	\$0	103005
R0002749	Residential	0156906304009	\$191,844	\$191,844	\$0	103207
R0003513	Residential	0156907107004	\$183,654	\$183,654	\$0	102635
R0003613	Residential	0156907114007	\$197,252	\$197,252	\$0	102679
R0003892	Commercial	0156907206006	\$343,872	\$343,872	\$0	103473
R0006050	Residential	0156908220007	\$305,047	\$305,047	\$0	103004
R0006177	Residential	0156908302031	\$268,655	\$268,655	\$0	103246
R0006786	Residential	0156909209002	\$28,476,000	\$28,476,000	\$0	103101
R0006817	Residential	0156917004002	\$925,016	\$925,016	\$0	102696
R0007230	Residential	0156932006003	\$499,905	\$499,905	\$0	102922
R0007231	Residential	0156932006004	\$592,025	\$592,025	\$0	102665
R0009901	Residential	0157130209003	\$252,000	\$252,000	\$0	103217
R0011523	Residential	0157131304017	\$302,418	\$302,418	\$0	102560
R0011800	Commercial	0157131326003	\$718,875	\$718,875	\$0	103521
R0012111	Residential	0157131411004	\$311,599	\$311,599	\$0	102691
R0013528	Residential	0157132422039	\$324,000	\$324,000	\$0	103216
R0014328	Residential	0157312000004	\$74,288	\$74,288	\$0	103029
R0014353	Residential	0157312002004	\$54,234	\$54,234	\$0	103030
R0014599	Agricultural	0157316004028	\$362,584	\$362,584	\$0	103007

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**Value Detail**

Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Deny</b>						
R0015134	Residential	0157323001019	\$800,000	\$800,000	\$0	102683
R0015533	Residential	0157325007006	\$380,178	\$380,178	\$0	103711
R0015628	Residential	0157325110016	\$324,681	\$324,681	\$0	102884
R0015971	Residential	0157325129020	\$327,977	\$327,977	\$0	103199
R0016208	Residential	0157325307020	\$326,544	\$326,544	\$0	102576
R0016746	Residential	0157325409004	\$303,147	\$303,147	\$0	103197
R0017127	Residential	0157326107011	\$403,800	\$403,800	\$0	102953
R0018335	Residential	0157326314019	\$342,746	\$342,746	\$0	102704
R0018460	Residential	0157326409001	\$477,307	\$477,307	\$0	103242
R0018465	Residential	0157326409006	\$360,468	\$360,468	\$0	102671
R0019262	Residential	0157328112013	\$282,026	\$282,026	\$0	102930
R0024058	Commercial	0157333004004	\$4,095,000	\$4,095,000	\$0	103705
R0024059	Commercial	0157333004005	\$4,856,001	\$4,856,001	\$0	103462
R0024455	Commercial	0157334003018	\$856,761	\$856,761	\$0	103092
R0025080	Commercial	0157334310006	\$4,466,400	\$4,466,400	\$0	103548
R0025081	Commercial	0157334310007	\$753,585	\$753,585	\$0	103563
R0025153	Residential	0157334314001	\$47,147,585	\$47,147,585	\$0	103580
R0025311	Residential	0157335403015	\$27,657,115	\$27,657,115	\$0	103189
R0025404	Residential	0157336204014	\$360,149	\$360,149	\$0	102810
R0025613	Residential	0157336209009	\$407,764	\$407,764	\$0	102563
R0025695	Residential	0157336304006	\$386,040	\$386,040	\$0	102675
R0025764	Residential	0157336307028	\$254,818	\$254,818	\$0	102655
R0025923	Residential	0157336314001	\$67,890,878	\$67,890,878	\$0	103576
R0027044	Commercial	0171901214012	\$2,640,465	\$2,640,465	\$0	102941
R0027045	Commercial	0171901214013	\$482,838	\$482,838	\$0	102940
R0027046	Commercial	0171901214014	\$146,663	\$146,663	\$0	103044
R0028199	Residential	0171902113002	\$243,225	\$243,225	\$0	103209
R0028287	Residential	0171902116014	\$241,560	\$241,560	\$0	103208
R0030045	Residential	0171903002012	\$27,761,649	\$27,761,649	\$0	103183
R0030180	Commercial	0171903100024	\$316,800	\$316,800	\$0	103713
R0030353	Residential	0171903105044	\$191,074	\$191,074	\$0	102916
R0030416	Commercial	0171903111032	\$2,306,813	\$2,306,813	\$0	103035
R0030506	Residential	0171903117008	\$23,418,729	\$23,418,729	\$0	103586
R0031057	Residential	0171903409015	\$6,069,005	\$6,069,005	\$0	103019
R0031067	Residential	0171903410017	\$13,932,000	\$13,932,000	\$0	103608
R0031373	Commercial	0171904209002	\$1,624,243	\$1,624,243	\$0	102827
R0031544	Residential	0171904306038	\$399,683	\$399,683	\$0	102634
R0031671	Residential	0171904311004	\$486,365	\$486,365	\$0	102728
R0031823	Commercial	0171904400010	\$166,050	\$166,050	\$0	103178
R0031827	Residential	0171904401001	\$25,662,357	\$25,662,357	\$0	103598

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<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Deny</b>						
R0032010	Residential	0171905103005	\$549,252	\$549,252	\$0	102676
R0032027	Residential	0171905105013	\$363,473	\$363,473	\$0	102729
R0032087	Residential	0171905109001	\$41,768,000	\$41,768,000	\$0	103589
R0032584	Residential	0171905320015	\$500,876	\$500,876	\$0	102812
R0032809	Residential	0171906010004	\$341,172	\$341,172	\$0	103056
R0033322	Residential	0171907205002	\$241,181	\$241,181	\$0	102932
R0034112	Residential	0171908306026	\$350,244	\$350,244	\$0	102722
R0034498	Commercial	0171908405007	\$1,943,373	\$1,943,373	\$0	103104
R0034499	Commercial	0171908405009	\$7,012,737	\$7,012,737	\$0	103102
R0035064	Residential	0171909108019	\$279,812	\$279,812	\$0	102645
R0035309	Residential	0171909121021	\$344,366	\$344,366	\$0	102907
R0037163	Residential	0171910304008	\$10,099,680	\$10,099,680	\$0	103184
R0037164	Residential	0171910304009	\$10,081,821	\$10,081,821	\$0	103185
R0037165	Residential	0171910304010	\$10,100,551	\$10,100,551	\$0	103186
R0037166	Commercial	0171910304012	\$398,160	\$398,160	\$0	102549
R0037169	Residential	0171910304018	\$13,566,002	\$13,566,002	\$0	103587
R0037170	Commercial	0171910304025	\$318,164	\$318,164	\$0	102550
R0037171	Commercial	0171910304026	\$2,582,036	\$2,582,036	\$0	102548
R0037172	Commercial	0171910304027	\$71,625	\$71,625	\$0	102551
R0037708	Commercial	0171911102017	\$2,118,110	\$2,118,110	\$0	103701
R0037709	Commercial	0171911102018	\$327,236	\$327,236	\$0	103702
R0040426	Residential	0171913410016	\$298,689	\$298,689	\$0	103220
R0040819	Commercial	0171914200003	\$678,490	\$678,490	\$0	102539
R0041605	Residential	0171915104008	\$16,876,093	\$16,876,093	\$0	103193
R0041609	Commercial	0171915105017	\$1,349,569	\$1,349,569	\$0	103240
R0041610	Commercial	0171915105018	\$2,058,039	\$2,058,039	\$0	103237
R0041722	Commercial	0171915201008	\$5,757,166	\$5,757,166	\$0	103698
R0041723	Commercial	0171915201010	\$692,603	\$692,603	\$0	103699
R0041726	Commercial	0171915201025	\$350,698	\$350,698	\$0	103700
R0042511	Residential	0171916101013	\$7,999,205	\$7,999,205	\$0	102636
R0042950	Commercial	0171916200002	\$2,701,681	\$2,701,681	\$0	103034
R0042963	Commercial	0171916202030	\$134,042	\$134,042	\$0	102997
R0044888	Residential	0171917206063	\$407,506	\$407,506	\$0	103066
R0045699	Commercial	0171917316003	\$1,137,150	\$1,137,150	\$0	103500
R0046323	Residential	0171918115012	\$789,383	\$789,383	\$0	103025
R0047765	Residential	0171919201006	\$387,500	\$387,500	\$0	102577
R0047780	Residential	0171919201021	\$315,312	\$315,312	\$0	103015
R0048010	Residential	0171919308042	\$445,323	\$445,323	\$0	102698
R0048058	Residential	0171919310019	\$444,525	\$444,525	\$0	102680
R0048074	Residential	0171919311011	\$312,931	\$312,931	\$0	102957

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<b>Deny</b>						
R0048127	Commercial	0171919325005	\$377,005	\$377,005	\$0	103516
R0048598	Residential	0171919420012	\$344,039	\$344,039	\$0	102657
R0048736	Commercial	0171920102041	\$945,000	\$945,000	\$0	103534
R0048751	Residential	0171920107004	\$144,229	\$144,229	\$0	102649
R0048769	Residential	0171920107025	\$615,643	\$615,643	\$0	103042
R0048770	Residential	0171920107026	\$615,643	\$615,643	\$0	103043
R0049629	Residential	0171920308043	\$221,779	\$221,779	\$0	102703
R0050032	Commercial	0171920325015	\$776,853	\$776,853	\$0	103089
R0050034	Residential	0171920326003	\$30,154,293	\$30,154,293	\$0	103599
R0050267	Residential	0171920428045	\$168,667	\$168,667	\$0	102925
R0050272	Residential	0171920428050	\$214,334	\$214,334	\$0	103064
R0051148	Commercial	0171922303023	\$1,666,904	\$1,666,904	\$0	102606
R0051150	Commercial	0171922304004	\$167,820	\$167,820	\$0	102795
R0051151	Commercial	0171922304005	\$173,460	\$173,460	\$0	102796
R0051152	Commercial	0171922304006	\$173,460	\$173,460	\$0	102797
R0051153	Commercial	0171922304007	\$162,180	\$162,180	\$0	102798
R0051154	Commercial	0171922304008	\$165,480	\$165,480	\$0	102800
R0051155	Commercial	0171922304009	\$165,480	\$165,480	\$0	102801
R0051157	Commercial	0171922304011	\$1,711,305	\$1,711,305	\$0	103546
R0051165	Commercial	0171922400019	\$633,629	\$633,629	\$0	103087
R0051180	Residential	0171922403001	\$27,723,172	\$27,723,172	\$0	103182
R0051486	Commercial	0171922409007	\$1,508,040	\$1,508,040	\$0	103523
R0052268	Residential	0171923206003	\$11,900,005	\$11,900,005	\$0	103113
R0054799	Residential	0171925000052	\$551,981	\$551,981	\$0	102653
R0055121	Industrial	0171925200011	\$2,761,048	\$2,761,048	\$0	103487
R0055348	Residential	0171925214099	\$135,590	\$135,590	\$0	102639
R0058164	Commercial	0171927116001	\$572,712	\$572,712	\$0	103545
R0058470	Commercial	0171927306013	\$402,338	\$402,338	\$0	102943
R0058488	Residential	0171927308009	\$193,824	\$193,824	\$0	102736
R0059107	Commercial	0171927419001	\$536,855	\$536,855	\$0	103562
R0059544	Industrial	0171928200019	\$6,248,852	\$6,248,852	\$0	103402
R0059547	Commercial	0171928200034	\$413,181	\$413,181	\$0	103704
R0059559	Commercial	0171928202001	\$720,991	\$720,991	\$0	103476
R0059886	Residential	0171928312022	\$247,056	\$247,056	\$0	102933
R0062003	Commercial	0171929424001	\$4,052,263	\$4,052,263	\$0	103551
R0062374	Residential	0171930114031	\$286,234	\$286,234	\$0	102772
R0062916	Commercial	0171930217012	\$6,300,800	\$6,300,800	\$0	103549
R0062949	Commercial	0171930225002	\$2,291,600	\$2,291,600	\$0	103676
R0063280	Residential	0171930318002	\$14,647,228	\$14,647,228	\$0	103596
R0063281	Residential	0171930318003	\$14,453,789	\$14,453,789	\$0	103595



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<b>Deny</b>						
R0063282	Residential	0171930318004	\$14,455,058	\$14,455,058	\$0	103597
R0064059	Residential	0171931125038	\$181,089	\$181,089	\$0	102660
R0064293	Residential	0171931208004	\$233,386	\$233,386	\$0	102713
R0065088	Residential	0171931406005	\$4,356,004	\$4,356,004	\$0	103180
R0065298	Residential	0171931414018	\$223,708	\$223,708	\$0	103022
R0065328	Commercial	0171931416004	\$1,108,620	\$1,108,620	\$0	102709
R0066455	Commercial	0171932300078	\$6,255,098	\$6,255,098	\$0	102547
R0066715	Residential	0171932401042	\$203,107	\$203,107	\$0	102673
R0066985	Residential	0171932411005	\$255,078	\$255,078	\$0	102959
R0067152	Residential	0171932417028	\$242,978	\$242,978	\$0	102714
R0067268	Residential	0171933106008	\$234,749	\$234,749	\$0	102716
R0067699	Residential	0171933201006	\$1,821,601	\$1,821,601	\$0	102770
R0069031	Commercial	0171933413006	\$707,811	\$707,811	\$0	102989
R0069040	Commercial	0171933414007	\$1,506,060	\$1,506,060	\$0	103401
R0069042	Commercial	0171933414011	\$375,480	\$375,480	\$0	103703
R0070622	Commercial	0171934402015	\$5,871,900	\$5,871,900	\$0	103407
R0070623	Commercial	0171934402016	\$951,999	\$951,999	\$0	103408
R0070624	Commercial	0171934402017	\$1,769,315	\$1,769,315	\$0	103409
R0070625	Commercial	0171934402018	\$1,182,759	\$1,182,759	\$0	103410
R0070626	Commercial	0171934402019	\$1,767,304	\$1,767,304	\$0	103411
R0071103	Commercial	0171935404008	\$843,755	\$843,755	\$0	103675
R0071159	Commercial	0171936300064	\$2,075,220	\$2,075,220	\$0	103653
R0071220	Commercial	0172101000016	\$1,277,433	\$1,277,433	\$0	103680
R0074144	Residential	0172107205001	\$273,422	\$273,422	\$0	103013
R0074718	Residential	0172107317016	\$339,801	\$339,801	\$0	102658
R0075180	Industrial	0172110001011	\$4,062,908	\$4,062,908	\$0	103117
R0075184	Industrial	0172110001019	\$1,850,001	\$1,850,001	\$0	103468
R0075193	Commercial	0172110004006	\$846,400	\$846,400	\$0	103692
R0075196	Industrial	0172110005001	\$2,484,113	\$2,484,113	\$0	103642
R0075198	Industrial	0172110005003	\$1,271,547	\$1,271,547	\$0	102878
R0075213	Industrial	0172110006010	\$1,222,277	\$1,222,277	\$0	103697
R0075248	Commercial	0172112001004	\$3,363,471	\$3,363,471	\$0	103454
R0076414	Residential	0172119203012	\$235,400	\$235,400	\$0	103060
R0076894	Commercial	0172120000020	\$256,724	\$256,724	\$0	102870
R0076895	Commercial	0172120000026	\$345,824	\$345,824	\$0	102869
R0076907	Commercial	0172120000063	\$49,985	\$49,985	\$0	102866
R0076941	Commercial	0172120003001	\$272,140	\$272,140	\$0	102868
R0076942	Commercial	0172120004002	\$153,102	\$153,102	\$0	102846
R0076943	Commercial	0172120004003	\$148,104	\$148,104	\$0	102860
R0076944	Commercial	0172120004004	\$338,810	\$338,810	\$0	102865

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<b>Deny</b>						
R0076945	Commercial	0172120004005	\$193,647	\$193,647	\$0	102863
R0076946	Commercial	0172120004006	\$92,013	\$92,013	\$0	102862
R0076952	Commercial	0172120006005	\$1,917,012	\$1,917,012	\$0	102867
R0077056	Residential	0172128100033	\$32,500	\$32,500	\$0	102685
R0077373	Residential	0172129105001	\$1,286,936	\$1,286,936	\$0	103235
R0077688	Commercial	0172131100001	\$1,498,974	\$1,498,974	\$0	103669
R0077960	Commercial	0172131402004	\$2,310,975	\$2,310,975	\$0	103501
R0077962	Commercial	0172131402019	\$95,832	\$95,832	\$0	103502
R0077963	Commercial	0172131402020	\$1,153,572	\$1,153,572	\$0	103505
R0077964	Commercial	0172131402021	\$659,500	\$659,500	\$0	103503
R0077965	Commercial	0172131402023	\$435,600	\$435,600	\$0	103506
R0077966	Commercial	0172131402024	\$1,371,168	\$1,371,168	\$0	103504
R0078371	Residential	0172132111047	\$204,984	\$204,984	\$0	102859
R0079073	Commercial	0172132225001	\$1,400,157	\$1,400,157	\$0	103671
R0079443	Commercial	0172132318042	\$725,788	\$725,788	\$0	103488
R0080227	Commercial	0172300009006	\$123,315	\$123,315	\$0	102534
R0080228	Residential	0172300009007	\$547,242	\$547,242	\$0	102535
R0080229	Residential	0172300009008	\$204,330	\$204,330	\$0	102536
R0080401	Industrial	0172306004001	\$1,904,017	\$1,904,017	\$0	103511
R0083498	Commercial	0181716403001	\$39,200	\$39,200	\$0	103266
R0083499	Commercial	0181716403002	\$44,800	\$44,800	\$0	102882
R0083501	Commercial	0181716403004	\$33,600	\$33,600	\$0	102855
R0083503	Commercial	0181716403006	\$33,600	\$33,600	\$0	102734
R0083508	Commercial	0181716403011	\$33,600	\$33,600	\$0	103267
R0083510	Commercial	0181716403013	\$39,200	\$39,200	\$0	103268
R0083915	Commercial	0182119003002	\$3,507,666	\$3,507,666	\$0	103455
R0083943	Industrial	0182126003006	\$785,565	\$785,565	\$0	103456
R0083953	Commercial	0182126004001	\$8,419,549	\$8,419,549	\$0	103412
R0084098	Commercial	0182129001003	\$7,656,453	\$7,656,453	\$0	103591
R0084099	Commercial	0182129001003	\$10,450	\$10,450	\$0	103557
R0084110	Industrial	0182129006002	\$44,441	\$44,441	\$0	103517
R0084241	Commercial	0182130003001	\$13,638,165	\$13,638,165	\$0	103541
R0084247	Commercial	0182130004008	\$3,214,998	\$3,214,998	\$0	103391
R0084248	Commercial	0182130004009	\$3,219,494	\$3,219,494	\$0	103392
R0084252	Commercial	0182130004014	\$759,240	\$759,240	\$0	103695
R0084289	Commercial	0182130012003	\$1,862,968	\$1,862,968	\$0	103710
R0084357	Residential	0182130303003	\$253,229	\$253,229	\$0	102624
R0085199	Residential	0182131203001	\$2,517	\$2,517	\$0	102998
R0085515	Commercial	0182131319042	\$982,871	\$982,871	\$0	103530
R0085575	Commercial	0182131405026	\$250,467	\$250,467	\$0	102942

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<b>Deny</b>						
R0085807	Residential	0182132300002	\$271,127	\$271,127	\$0	102623
R0085934	Commercial	0182132315013	\$545,928	\$545,928	\$0	103480
R0085956	Commercial	0182132315044	\$1,944,000	\$1,944,000	\$0	102600
R0085969	Residential	0182132316007	\$1,551,089	\$1,551,089	\$0	102936
R0086203	Commercial	0182133006004	\$1,184,960	\$1,184,960	\$0	103465
R0086206	Commercial	0182133006007	\$12,191,762	\$12,191,762	\$0	103463
R0086220	Industrial	0182133012003	\$4,291,340	\$4,291,340	\$0	103547
R0086589	Residential	0182134300015	\$255,785	\$255,785	\$0	103248
R0086592	Residential	0182134301001	\$54,000	\$54,000	\$0	103130
R0086593	Residential	0182134301002	\$54,000	\$54,000	\$0	103129
R0086594	Residential	0182134301003	\$54,000	\$54,000	\$0	103128
R0086595	Residential	0182134301004	\$54,000	\$54,000	\$0	103127
R0086637	Residential	0182134305003	\$215,559	\$215,559	\$0	103219
R0087522	Commercial	0182135013001	\$1,689,068	\$1,689,068	\$0	103236
R0088604	Residential	0182305302014	\$170,000	\$170,000	\$0	103215
R0088641	Residential	0182305303032	\$161,000	\$161,000	\$0	103212
R0088841	Residential	0182305312027	\$157,000	\$157,000	\$0	103214
R0089017	Residential	0182305321002	\$187,431	\$187,431	\$0	103213
R0089814	Commercial	0182306119006	\$526,300	\$526,300	\$0	102602
R0090486	Industrial	0182306309002	\$875,000	\$875,000	\$0	103491
R0090931	Commercial	0182307200018	\$1,287,967	\$1,287,967	\$0	103475
R0090935	Industrial	0182307200033	\$1,564,681	\$1,564,681	\$0	103707
R0090944	Industrial	0182307200044	\$1,366,407	\$1,366,407	\$0	103492
R0091001	Commercial	0182307400028	\$1,800,000	\$1,800,000	\$0	103673
R0091529	Residential	0182308202001	\$4,028,259	\$4,028,259	\$0	103143
R0091934	Commercial	0182308302068	\$1,724,540	\$1,724,540	\$0	102842
R0092717	Commercial	0182317402023	\$1,071,400	\$1,071,400	\$0	103227
R0092752	Commercial	0182317407001	\$816,437	\$816,437	\$0	103672
R0092774	Commercial	0182317408038	\$634,800	\$634,800	\$0	102985
R0092865	Commercial	0182318201001	\$2,369,975	\$2,369,975	\$0	103691
R0093882	Commercial	0182326101039	\$1,434,378	\$1,434,378	\$0	102988
R0094152	Residential	0182334117022	\$251,808	\$251,808	\$0	103063
R0094541	Residential	0182334301016	\$169,133	\$169,133	\$0	103081
R0094727	Residential	0182334310019	\$185,000	\$185,000	\$0	102924
R0094963	Residential	0182334322008	\$1,624,351	\$1,624,351	\$0	103198
R0094990	Residential	0182334323020	\$200,678	\$200,678	\$0	102929
R0095578	Commercial	0182334423006	\$207,252	\$207,252	\$0	103041
R0095614	Commercial	0182334425018	\$540,000	\$540,000	\$0	103225
R0096023	Residential	0182335121006	\$252,933	\$252,933	\$0	102785
R0097192	Residential	0182335324005	\$4,356,999	\$4,356,999	\$0	102793

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**Value Detail**

<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Deny</b>						
R0097713	Commercial	0182335425004	\$1,104,840	\$1,104,840	\$0	103535
R0097737	Residential	0182335427015	\$8,948,803	\$8,948,803	\$0	103413
R0097740	Residential	0182335428003	\$7,840,801	\$7,840,801	\$0	102553
R0097929	Commercial	0182501207001	\$1,295,390	\$1,295,390	\$0	103526
R0098116	Commercial	0182502302001	\$3,735,824	\$3,735,824	\$0	102598
R0098117	Commercial	0182502303001	\$1,161,513	\$1,161,513	\$0	103652
R0098130	Commercial	0182502304009	\$987,000	\$987,000	\$0	103395
R0098150	Commercial	0182502308022	\$1,021,572	\$1,021,572	\$0	103696
R0098152	Commercial	0182502308025	\$1,163,218	\$1,163,218	\$0	103681
R0098213	Commercial	0182502405006	\$1,036,840	\$1,036,840	\$0	103683
R0098928	Residential	0182504118005	\$294,695	\$294,695	\$0	102946
R0099649	Commercial	0182504402007	\$2,886,611	\$2,886,611	\$0	103393
R0100894	Residential	0182506106005	\$40,221,893	\$40,221,893	\$0	103107
R0100909	Industrial	0182506110001	\$399,492	\$399,492	\$0	103404
R0101209	Residential	0182506209015	\$256,997	\$256,997	\$0	102823
R0101631	Commercial	0182506316022	\$791,536	\$791,536	\$0	103531
R0101632	Commercial	0182506316023	\$543,408	\$543,408	\$0	102944
R0102990	Commercial	0182507308001	\$710,976	\$710,976	\$0	103665
R0102991	Commercial	0182507308002	\$1,181,999	\$1,181,999	\$0	103664
R0102992	Commercial	0182507308004	\$1,998,458	\$1,998,458	\$0	103660
R0103038	Commercial	0182508102001	\$968,795	\$968,795	\$0	103677
R0103453	Industrial	0182510101017	\$3,453,312	\$3,453,312	\$0	102874
R0103480	Commercial	0182510200024	\$2,593,157	\$2,593,157	\$0	103646
R0103525	Commercial	0182510301036	\$3,547,149	\$3,547,149	\$0	103018
R0103568	Commercial	0182510406002	\$1,154,250	\$1,154,250	\$0	103400
R0103606	Commercial	0182510408008	\$1,587,000	\$1,587,000	\$0	103670
R0103656	Commercial	0182511202017	\$2,217,822	\$2,217,822	\$0	102831
R0103701	Commercial	0182511300064	\$825,240	\$825,240	\$0	103684
R0103720	Commercial	0182511303015	\$237,834	\$237,834	\$0	102546
R0103783	Commercial	0182511404001	\$1,597,235	\$1,597,235	\$0	102538
R0104023	Commercial	0182515102001	\$841,745	\$841,745	\$0	103685
R0104883	Residential	0182517203025	\$230,000	\$230,000	\$0	102611
R0104981	Commercial	0182517208020	\$131,670	\$131,670	\$0	103686
R0104982	Commercial	0182517208021	\$834,508	\$834,508	\$0	103687
R0106321	Residential	0157131325005	\$21,780,000	\$21,780,000	\$0	103602
R0107196	Residential	0171916226019	\$306,391	\$306,391	\$0	103609
R0107746	Industrial	0172129404012	\$1,012,506	\$1,012,506	\$0	103497
R0107749	Industrial	0172129405019	\$322,780	\$322,780	\$0	103450
R0107868	Industrial	0182501402004	\$899,300	\$899,300	\$0	103405
R0108347	Commercial	0182100010001	\$4,209,114	\$4,209,114	\$0	103540

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Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Deny</b>						
R0108444	Commercial	0182502303012	\$2,150,914	\$2,150,914	\$0	103654
R0109030	Commercial	0171920101013	\$702,982	\$702,982	\$0	103543
R0109301	Commercial	0182133014001	\$2,434,670	\$2,434,670	\$0	103471
R0110410	Commercial	0171917215008	\$1,183,254	\$1,183,254	\$0	103559
R0110631	Commercial	0157333007028	\$1,785,001	\$1,785,001	\$0	102829
R0111444	Commercial	0157333006024	\$3,893,482	\$3,893,482	\$0	103662
R0111445	Commercial	0157333006024	\$374,398	\$374,398	\$0	103663
R0111552	Industrial	0182512102002	\$9,387,206	\$9,387,206	\$0	103532
R0111553	Industrial	0182512102003	\$581,744	\$581,744	\$0	103515
R0111886	Residential	0171917118001	\$35,328,000	\$35,328,000	\$0	103582
R0111887	Residential	0171917118002	\$35,642,277	\$35,642,277	\$0	103581
R0111889	Residential	0182306406018	\$8,505,000	\$8,505,000	\$0	103604
R0111890	Residential	0182305101057	\$7,695,000	\$7,695,000	\$0	103603
R0111936	Commercial	0182510102022	\$2,737,119	\$2,737,119	\$0	103158
R0112253	Commercial	0171912411008	\$745,999	\$745,999	\$0	103544
R0113634	Industrial	0172110005011	\$888,720	\$888,720	\$0	103512
R0113636	Industrial	0172110005013	\$999,810	\$999,810	\$0	103484
R0113799	Industrial	0182133014003	\$208,372	\$208,372	\$0	103451
R0113838	Commercial	0182130011015	\$2,252,094	\$2,252,094	\$0	103489
R0114124	Residential	0172105217004	\$407,000	\$407,000	\$0	102738
R0114143	Residential	0156700015003	\$520,766	\$520,766	\$0	103249
R0114358	Residential	0171905323044	\$492,102	\$492,102	\$0	103059
R0114742	Commercial	0182127001011	\$517,467	\$517,467	\$0	102977
R0114808	Commercial	0172115009005	\$2,632,239	\$2,632,239	\$0	103644
R0114809	Industrial	0172115009006	\$1,354,240	\$1,354,240	\$0	103690
R0114863	Commercial	0171930219022	\$1,421,064	\$1,421,064	\$0	103645
R0115264	Residential	0157136005027	\$528,722	\$528,722	\$0	102814
R0115367	Industrial	0182512101080	\$916,741	\$916,741	\$0	103528
R0115429	Residential	0172102011003	\$331,141	\$331,141	\$0	102784
R0115757	Residential	0157335403016	\$15,007	\$15,007	\$0	103188
R0115917	Commercial	0171932317012	\$4,390,889	\$4,390,889	\$0	103542
R0116056	Industrial	0171911102052	\$1,593,620	\$1,593,620	\$0	103674
R0116112	Industrial	0182318103006	\$793,232	\$793,232	\$0	103406
R0116790	Commercial	0181716100003	\$280,000	\$280,000	\$0	103259
R0117228	Commercial	0182504302001	\$2,116,000	\$2,116,000	\$0	103689
R0117232	Commercial	0182504302005	\$798,958	\$798,958	\$0	103682
R0117745	Residential	0157115105015	\$551,230	\$551,230	\$0	102818
R0117841	Residential	0171914424006	\$307,089	\$307,089	\$0	103211
R0118160	Commercial	0182132316016	\$1,758,660	\$1,758,660	\$0	103661
R0118777	Commercial	0172132309022	\$945,000	\$945,000	\$0	103538

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<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Deny</b>						
R0119605	Commercial	0172116302001	\$4,863,189	\$4,863,189	\$0	103474
R0119948	Commercial	0181716404001	\$75,250	\$75,250	\$0	103295
R0119949	Commercial	0181716404002	\$74,550	\$74,550	\$0	103303
R0119951	Commercial	0181716404004	\$94,500	\$94,500	\$0	103297
R0119952	Commercial	0181716404005	\$74,550	\$74,550	\$0	103306
R0119953	Commercial	0181716404006	\$75,250	\$75,250	\$0	103298
R0119954	Commercial	0181716404012	\$74,620	\$74,620	\$0	103296
R0119958	Commercial	0181716404008	\$73,920	\$73,920	\$0	103305
R0120341	Agricultural	0172736100001	\$223,141	\$223,141	\$0	102558
R0120724	Residential	0171912212007	\$298,474	\$298,474	\$0	102962
R0121200	Residential	0171912301001	\$63,618,372	\$63,618,372	\$0	103594
R0121201	Residential	0171912301002	\$34,003,200	\$34,003,200	\$0	103593
R0121202	Residential	0171912301003	\$172,980	\$172,980	\$0	103585
R0121203	Residential	0171912301004	\$50,378	\$50,378	\$0	103592
R0121380	Residential	0171905401001	\$651,124	\$651,124	\$0	102931
R0121391	Residential	0171905401012	\$672,072	\$672,072	\$0	102811
R0121403	Residential	0171905401023	\$790,910	\$790,910	\$0	102643
R0121437	Residential	0171905402030	\$1,207,716	\$1,207,716	\$0	103065
R0121465	Residential	0171905403006	\$644,924	\$644,924	\$0	102630
R0121769	Commercial	0172131106035	\$2,950,773	\$2,950,773	\$0	103478
R0121833	Industrial	0182514211002	\$1,929,369	\$1,929,369	\$0	103649
R0122958	Residential	0172114302043	\$274,152	\$274,152	\$0	103610
R0123051	Residential	0172102406003	\$281,943	\$281,943	\$0	103072
R0123246	Commercial	0182127301001	\$713,673	\$713,673	\$0	102976
R0123602	Commercial	0157333401002	\$952,328	\$952,328	\$0	102764
R0123749	Commercial	0157334401005	\$1,037,541	\$1,037,541	\$0	102828
R0124251	Residential	0156934312001	\$520,308	\$520,308	\$0	102700
R0124558	Residential	0157335303002	\$78,208,383	\$78,208,383	\$0	103181
R0124662	Residential	0172307304027	\$309,951	\$309,951	\$0	102648
R0124771	Residential	0172307314012	\$268,283	\$268,283	\$0	102637
R0125212	Residential	0171907416008	\$649,793	\$649,793	\$0	102771
R0125310	Residential	0171922307050	\$29,134,221	\$29,134,221	\$0	103590
R0125423	Residential	0171907129001	\$45,016,332	\$45,016,332	\$0	103583
R0125486	Residential	0157336411001	\$36,847,075	\$36,847,075	\$0	103192
R0125489	Residential	0157336412001	\$33,393,538	\$33,393,538	\$0	103191
R0126225	Commercial	0157334402004	\$1,182,853	\$1,182,853	\$0	103678
R0127648	Residential	0157324434002	\$356,929	\$356,929	\$0	103062
R0128690	Residential	0171906204031	\$303,870	\$303,870	\$0	102651
R0129253	Commercial	0157328301001	\$9,814,633	\$9,814,633	\$0	102537
R0129529	Residential	0171905322039	\$360,428	\$360,428	\$0	102678



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Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Deny</b>						
R0129612	Residential	0171914122010	\$468,038	\$468,038	\$0	102737
R0129615	Residential	0171914122013	\$420,907	\$420,907	\$0	103210
R0129784	Commercial	0157335301010	\$1,143,028	\$1,143,028	\$0	102992
R0129787	Commercial	0157335301005	\$10,891,104	\$10,891,104	\$0	103031
R0129923	Commercial	0181716405001	\$101,500	\$101,500	\$0	103300
R0129950	Commercial	0157333301003	\$3,669,409	\$3,669,409	\$0	103666
R0129963	Residential	0182518253004	\$14,676,364	\$14,676,364	\$0	103177
R0131121	Residential	0172318212021	\$264,872	\$264,872	\$0	102565
R0131338	Commercial	0181716400016	\$175,000	\$175,000	\$0	103309
R0131378	Residential	0182518253002	\$10,929,603	\$10,929,603	\$0	103176
R0131710	Residential	0157324316008	\$499,556	\$499,556	\$0	103218
R0131929	Residential	0171905408016	\$793,257	\$793,257	\$0	102908
R0132701	Residential	0157328119002	\$430,368	\$430,368	\$0	103083
R0133383	Commercial	0182502403044	\$1,392,328	\$1,392,328	\$0	103472
R0133384	Commercial	0182502403043	\$238,900	\$238,900	\$0	103651
R0133465	Residential	0157336113006	\$353,207	\$353,207	\$0	102961
R0133642	Commercial	0156907300069	\$2,417,142	\$2,417,142	\$0	103457
R0133759	Industrial	0182508103025	\$726,831	\$726,831	\$0	103688
R0134918	Residential	0156917304022	\$383,448	\$383,448	\$0	102628
R0135970	Residential	0157120307009	\$380,000	\$380,000	\$0	102689
R0136843	Residential	0182518253005	\$9,394	\$9,394	\$0	103175
R0137076	Residential	0157334315001	\$53,065,063	\$53,065,063	\$0	103575
R0137545	Commercial	0182133203001	\$1,307,370	\$1,307,370	\$0	103470
R0139027	Commercial	0156915101003	\$1,134,572	\$1,134,572	\$0	103069
R0139062	Commercial	0172110108001	\$735,075	\$735,075	\$0	103453
R0139063	Commercial	0172110108001	\$1,100,696	\$1,100,696	\$0	103464
R0139676	Residential	0156903205021	\$305,607	\$305,607	\$0	102615
R0140596	Residential	0156910108022	\$368,366	\$368,366	\$0	102706
R0141004	Residential	0156903320010	\$311,178	\$311,178	\$0	102672
R0141065	Commercial	0157335301015	\$9,290,485	\$9,290,485	\$0	102987
R0141086	Commercial	0181715201002	\$101,500	\$101,500	\$0	103260
R0141087	Commercial	0181715201003	\$99,750	\$99,750	\$0	103261
R0141088	Commercial	0181715201004	\$99,750	\$99,750	\$0	103262
R0141090	Commercial	0181715201006	\$99,750	\$99,750	\$0	103308
R0141091	Commercial	0181715201007	\$99,750	\$99,750	\$0	103263
R0141093	Commercial	0181715201009	\$99,750	\$99,750	\$0	103264
R0141094	Commercial	0181715201010	\$101,500	\$101,500	\$0	103265
R0141095	Commercial	0181715201011	\$101,500	\$101,500	\$0	103270
R0141133	Commercial	0181715202001	\$101,500	\$101,500	\$0	103304
R0141134	Commercial	0181715202002	\$101,500	\$101,500	\$0	103271

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Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Deny</b>						
R0141135	Commercial	0181715202003	\$99,750	\$99,750	\$0	103272
R0141137	Commercial	0181715202005	\$99,750	\$99,750	\$0	103273
R0141138	Commercial	0181715202006	\$99,750	\$99,750	\$0	103274
R0141141	Commercial	0181715202009	\$99,750	\$99,750	\$0	103275
R0141143	Commercial	0181715202011	\$101,500	\$101,500	\$0	103276
R0141144	Commercial	0181715202012	\$101,500	\$101,500	\$0	103277
R0141594	Commercial	0182507200044	\$4,098,701	\$4,098,701	\$0	103659
R0141853	Residential	0157334316003	\$46,926,392	\$46,926,392	\$0	103578
R0141856	Commercial	0181715300004	\$288,750	\$288,750	\$0	103301
R0142135	Industrial	0182126101001	\$12,400,000	\$12,400,000	\$0	102873
R0143581	Residential	0181328401003	\$358,516	\$358,516	\$0	103051
R0143740	Residential	0171907307001	\$1,000,000	\$1,000,000	\$0	102809
R0144484	Residential	0172309315005	\$429,712	\$429,712	\$0	103061
R0144689	Residential	0172308416012	\$489,360	\$489,360	\$0	103202
R0144991	Commercial	0157335301017	\$7,133,077	\$7,133,077	\$0	102986
R0144997	Residential	0171914204007	\$429,101	\$429,101	\$0	102695
R0145692	Industrial	0182509104009	\$1,756,352	\$1,756,352	\$0	103657
R0146307	Residential	0157132208002	\$420,000	\$420,000	\$0	103194
R0147124	Residential	0157128309019	\$340,000	\$340,000	\$0	102644
R0147377	Residential	0157129317019	\$424,551	\$424,551	\$0	102782
R0147769	Residential	0171905408039	\$792,203	\$792,203	\$0	102909
R0148282	Residential	0171905113012	\$283,037	\$283,037	\$0	102688
R0148324	Commercial	0172131106039	\$327,353	\$327,353	\$0	103233
R0148338	Residential	0157302400003	\$344,592	\$344,592	\$0	102666
R0148347	Industrial	0171936300078	\$1,404,385	\$1,404,385	\$0	103650
R0148569	Residential	0156902304020	\$340,790	\$340,790	\$0	102817
R0148774	Residential	0172317401005	\$398,224	\$398,224	\$0	102819
R0150102	Residential	0172317413018	\$347,026	\$347,026	\$0	102971
R0150662	Residential	0171932318002	\$10,757,601	\$10,757,601	\$0	103006
R0150872	Commercial	0181716100005	\$992,440	\$992,440	\$0	103252
R0150938	Commercial	0181715300009	\$147,000	\$147,000	\$0	103302
R0150939	Commercial	0181716400021	\$122,500	\$122,500	\$0	103310
R0151328	Residential	0172308202005	\$423,829	\$423,829	\$0	102969
R0151440	Commercial	0182502304012	\$863,207	\$863,207	\$0	102710
R0152698	Industrial	0182508103045	\$1,922,809	\$1,922,809	\$0	103461
R0152759	Commercial	0182121302006	\$975,000	\$975,000	\$0	102978
R0152796	Commercial	0171920104013	\$935,280	\$935,280	\$0	103565
R0153234	Commercial	0171915411009	\$10,940,043	\$10,940,043	\$0	102836
R0154524	Commercial	0181716406001	\$470,400	\$470,400	\$0	103311
R0154525	Commercial	0181716407001	\$470,400	\$470,400	\$0	103312

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<b>Deny</b>						
R0154526	Commercial	0181716408001	\$596,705	\$596,705	\$0	103313
R0154527	Commercial	0181716409001	\$632,869	\$632,869	\$0	103314
R0154528	Commercial	0181716410001	\$470,400	\$470,400	\$0	103315
R0155045	Commercial	0156911106013	\$12,432,421	\$12,432,421	\$0	103449
R0155050	Commercial	0156911106012	\$619,681	\$619,681	\$0	103448
R0157622	Commercial	0171915411010	\$14,979,282	\$14,979,282	\$0	102837
R0157856	Residential	0172316302003	\$449,352	\$449,352	\$0	102968
R0158500	Commercial	0182502401040	\$2,317,020	\$2,317,020	\$0	103655
R0159217	Commercial	0156910122005	\$2,075,000	\$2,075,000	\$0	103120
R0159799	Commercial	0182308207010	\$744,011	\$744,011	\$0	102605
R0159850	Industrial	0182307200071	\$196,335	\$196,335	\$0	103234
R0160045	Residential	0172112303062	\$52,072	\$52,072	\$0	103318
R0160046	Residential	0172112303061	\$52,072	\$52,072	\$0	103319
R0160047	Residential	0172112303060	\$52,072	\$52,072	\$0	103320
R0160048	Residential	0172112303059	\$52,072	\$52,072	\$0	103321
R0160049	Residential	0172112303058	\$52,072	\$52,072	\$0	103322
R0160050	Residential	0172112303057	\$52,072	\$52,072	\$0	103323
R0160051	Residential	0172112303056	\$52,072	\$52,072	\$0	103324
R0160052	Residential	0172112303055	\$52,072	\$52,072	\$0	103325
R0160053	Residential	0172112303054	\$52,072	\$52,072	\$0	103326
R0160054	Residential	0172112303053	\$52,072	\$52,072	\$0	103327
R0160055	Residential	0172112303052	\$52,072	\$52,072	\$0	103328
R0160056	Residential	0172112303051	\$52,072	\$52,072	\$0	103329
R0160057	Residential	0172112303050	\$52,072	\$52,072	\$0	103330
R0160058	Residential	0172112303049	\$52,072	\$52,072	\$0	103331
R0160059	Residential	0172112303048	\$52,072	\$52,072	\$0	103332
R0160060	Residential	0172112303047	\$52,072	\$52,072	\$0	103333
R0160061	Residential	0172112303046	\$52,072	\$52,072	\$0	103334
R0160062	Residential	0172112303045	\$52,072	\$52,072	\$0	103335
R0160063	Residential	0172112303044	\$52,072	\$52,072	\$0	103336
R0160064	Residential	0172112303043	\$52,072	\$52,072	\$0	103337
R0160065	Residential	0172112303042	\$52,072	\$52,072	\$0	103338
R0160066	Residential	0172112303041	\$52,072	\$52,072	\$0	103339
R0160067	Residential	0172112303040	\$52,072	\$52,072	\$0	103340
R0160068	Residential	0172112303039	\$52,072	\$52,072	\$0	103341
R0160069	Residential	0172112303038	\$52,072	\$52,072	\$0	103342
R0160070	Residential	0172112303037	\$52,072	\$52,072	\$0	103343
R0160071	Residential	0172112303036	\$52,072	\$52,072	\$0	103344
R0160072	Residential	0172112303035	\$52,072	\$52,072	\$0	103345
R0160073	Residential	0172112303034	\$52,072	\$52,072	\$0	103346

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**Value Detail**

<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Deny</b>						
R0160074	Residential	0172112303033	\$52,072	\$52,072	\$0	103347
R0160075	Residential	0172112312017	\$52,072	\$52,072	\$0	103348
R0160076	Residential	0172112312016	\$52,072	\$52,072	\$0	103349
R0160077	Residential	0172112312015	\$52,072	\$52,072	\$0	103350
R0160078	Residential	0172112312014	\$52,072	\$52,072	\$0	103351
R0160079	Residential	0172112312013	\$52,072	\$52,072	\$0	103352
R0160080	Residential	0172112312012	\$52,072	\$52,072	\$0	103353
R0160081	Residential	0172112312011	\$52,072	\$52,072	\$0	103354
R0160082	Residential	0172112312010	\$52,072	\$52,072	\$0	103355
R0160083	Residential	0172112312009	\$52,072	\$52,072	\$0	103356
R0160084	Residential	0172112312008	\$52,072	\$52,072	\$0	103357
R0160085	Residential	0172112312007	\$52,072	\$52,072	\$0	103358
R0160086	Residential	0172112312006	\$52,072	\$52,072	\$0	103359
R0160087	Residential	0172112312005	\$52,072	\$52,072	\$0	103360
R0160088	Residential	0172112312004	\$52,072	\$52,072	\$0	103361
R0160089	Residential	0172112312003	\$52,072	\$52,072	\$0	103362
R0160090	Residential	0172112312002	\$52,072	\$52,072	\$0	103363
R0160091	Residential	0172112311002	\$52,072	\$52,072	\$0	103364
R0160092	Residential	0172112311003	\$52,072	\$52,072	\$0	103365
R0160093	Residential	0172112311004	\$52,072	\$52,072	\$0	103366
R0160094	Residential	0172112311005	\$52,072	\$52,072	\$0	103367
R0160095	Residential	0172112311006	\$52,072	\$52,072	\$0	103368
R0160096	Residential	0172112311007	\$52,072	\$52,072	\$0	103369
R0160097	Residential	0172112311008	\$52,072	\$52,072	\$0	103370
R0160098	Residential	0172112311009	\$52,072	\$52,072	\$0	103371
R0160099	Residential	0172112311010	\$52,072	\$52,072	\$0	103372
R0160100	Residential	0172112311011	\$52,072	\$52,072	\$0	103373
R0160101	Residential	0172112311012	\$52,072	\$52,072	\$0	103374
R0160102	Residential	0172112311013	\$52,072	\$52,072	\$0	103375
R0160103	Residential	0172112311014	\$52,072	\$52,072	\$0	103376
R0160104	Residential	0172112311015	\$52,072	\$52,072	\$0	103377
R0160105	Residential	0172112311016	\$52,072	\$52,072	\$0	103378
R0160106	Residential	0172112311017	\$52,072	\$52,072	\$0	103379
R0160107	Residential	0172112311018	\$52,072	\$52,072	\$0	103380
R0160108	Residential	0172112311019	\$52,072	\$52,072	\$0	103381
R0160109	Residential	0172112311020	\$52,072	\$52,072	\$0	103382
R0160110	Residential	0172112310013	\$52,072	\$52,072	\$0	103383
R0160111	Residential	0172112310012	\$52,072	\$52,072	\$0	103384
R0160112	Residential	0172112310011	\$52,072	\$52,072	\$0	103385
R0160113	Residential	0172112310010	\$52,072	\$52,072	\$0	103386

**Adams County Board of Equalization Protest****Value Detail****2017**

<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Deny</b>						
R0160114	Residential	0172112310009	\$52,072	\$52,072	\$0	103387
R0160115	Residential	0172112310008	\$52,072	\$52,072	\$0	103388
R0160167	Commercial	0182131413004	\$1,213,560	\$1,213,560	\$0	103564
R0160841	Residential	0157321102005	\$967,440	\$967,440	\$0	103014
R0160918	Residential	0157321101054	\$749,248	\$749,248	\$0	102627
R0160936	Residential	0157321105008	\$819,298	\$819,298	\$0	102947
R0160971	Residential	0157321108020	\$902,389	\$902,389	\$0	103067
R0160984	Residential	0157321108007	\$857,728	\$857,728	\$0	102650
R0161201	Commercial	0182128101002	\$16,579,008	\$16,579,008	\$0	102838
R0161862	Commercial	0181715307001	\$100,625	\$100,625	\$0	103269
R0161864	Commercial	0181715307003	\$100,625	\$100,625	\$0	103307
R0161865	Commercial	0181715307004	\$100,625	\$100,625	\$0	102707
R0161871	Commercial	0181715307010	\$100,625	\$100,625	\$0	103287
R0161874	Commercial	0181715308001	\$100,625	\$100,625	\$0	103288
R0161875	Commercial	0181715308002	\$100,625	\$100,625	\$0	103289
R0161878	Commercial	0181715308004	\$100,625	\$100,625	\$0	103290
R0161880	Commercial	0181715308006	\$100,625	\$100,625	\$0	103291
R0161881	Commercial	0181715308007	\$100,625	\$100,625	\$0	102834
R0161882	Commercial	0181715308008	\$100,625	\$100,625	\$0	103292
R0161884	Commercial	0181715308010	\$100,625	\$100,625	\$0	103293
R0161886	Commercial	0181715308012	\$100,625	\$100,625	\$0	103514
R0161894	Commercial	0182133205002	\$457,377	\$457,377	\$0	103452
R0162947	Residential	0171906131012	\$633,312	\$633,312	\$0	102652
R0163020	Residential	0171906135001	\$549,370	\$549,370	\$0	103243
R0163044	Residential	0171906136013	\$583,314	\$583,314	\$0	102724
R0164009	Residential	0172308210002	\$759,260	\$759,260	\$0	102783
R0164258	Commercial	0182134101005	\$50,275	\$50,275	\$0	102906
R0164259	Commercial	0182134101004	\$60,859	\$60,859	\$0	102905
R0164260	Commercial	0182134101003	\$50,275	\$50,275	\$0	102904
R0164261	Commercial	0182134101002	\$60,859	\$60,859	\$0	102903
R0164262	Commercial	0182134101001	\$73,053	\$73,053	\$0	102902
R0164263	Commercial	0182134102005	\$90,957	\$90,957	\$0	102901
R0164264	Commercial	0182134102004	\$87,794	\$87,794	\$0	102900
R0164265	Commercial	0182134102006	\$45,011	\$45,011	\$0	102899
R0164266	Commercial	0182134102003	\$46,904	\$46,904	\$0	102898
R0164267	Commercial	0182134102007	\$49,686	\$49,686	\$0	102897
R0164268	Commercial	0182134102002	\$62,158	\$62,158	\$0	102896
R0164269	Commercial	0182134102001	\$52,362	\$52,362	\$0	102895
R0164272	Commercial	0182134103002	\$429,229	\$429,229	\$0	102893
R0164273	Commercial	0182134103001	\$411,916	\$411,916	\$0	102892

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**Value Detail**

Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Deny</b>						
R0164274	Commercial	0182134102008	\$107,329	\$107,329	\$0	102891
R0164275	Commercial	0182134102012	\$53,364	\$53,364	\$0	102890
R0164276	Commercial	0182134102009	\$94,962	\$94,962	\$0	102889
R0164277	Commercial	0182134102010	\$60,858	\$60,858	\$0	102888
R0164278	Commercial	0182134102011	\$58,211	\$58,211	\$0	102887
R0164281	Commercial	0182134102015	\$214,835	\$214,835	\$0	102886
R0164282	Commercial	0182134102016	\$215,018	\$215,018	\$0	102885
R0164283	Commercial	0182134102017	\$198,468	\$198,468	\$0	102883
R0164305	Commercial	0157302210001	\$353,446	\$353,446	\$0	102994
R0165630	Commercial	0157327201001	\$18,774,897	\$18,774,897	\$0	102839
R0165790	Commercial	0156921101001	\$11,649,550	\$11,649,550	\$0	103032
R0166794	Residential	0181328304015	\$221,601	\$221,601	\$0	103245
R0168346	Residential	0182110105009	\$445,827	\$445,827	\$0	102661
R0169019	Residential	0171922407079	\$58,931,461	\$58,931,461	\$0	103577
R0169031	Commercial	0171903100028	\$76,687	\$76,687	\$0	103712
R0169061	Commercial	0157322301001	\$11,669,872	\$11,669,872	\$0	103142
R0169067	Commercial	0182128102009	\$1,297,620	\$1,297,620	\$0	103539
R0169129	Commercial	0157315301003	\$11,562,227	\$11,562,227	\$0	103033
R0170390	Commercial	0157303401005	\$12,752,676	\$12,752,676	\$0	103017
R0170393	Commercial	0157303401003	\$770,748	\$770,748	\$0	102540
R0171008	Residential	0157116126012	\$500,228	\$500,228	\$0	103024
R0171109	Residential	0157116128008	\$369,461	\$369,461	\$0	102701
R0171621	Residential	0157109312077	\$529,101	\$529,101	\$0	102569
R0172274	Commercial	0172131313003	\$2,097,901	\$2,097,901	\$0	103647
R0172825	Commercial	0157333305005	\$3,635,820	\$3,635,820	\$0	102880
R0172884	Commercial	0171931425022	\$1,395,577	\$1,395,577	\$0	103482
R0173137	Commercial	0182502301039	\$3,733,894	\$3,733,894	\$0	102601
R0173561	Commercial	0182120401003	\$9,042,600	\$9,042,600	\$0	103028
R0173653	Commercial	0181715203001	\$102,025	\$102,025	\$0	103280
R0173655	Commercial	0181715203003	\$100,345	\$100,345	\$0	103278
R0173657	Commercial	0181715203005	\$199,150	\$199,150	\$0	103281
R0173658	Commercial	0181715203006	\$201,250	\$201,250	\$0	103282
R0173659	Commercial	0181715203008	\$99,155	\$99,155	\$0	103284
R0173660	Commercial	0181715203007	\$100,170	\$100,170	\$0	103283
R0173661	Commercial	0181715203009	\$102,445	\$102,445	\$0	103285
R0173662	Commercial	0181715203010	\$101,605	\$101,605	\$0	103286
R0173706	Commercial	0181715200001	\$350,000	\$350,000	\$0	103299
R0173707	Commercial	0181715200002	\$350,000	\$350,000	\$0	103279
R0173801	Commercial	0172112303077	\$166,282	\$166,282	\$0	102979
R0173803	Commercial	0172112303075	\$186,911	\$186,911	\$0	102980



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**Value Detail**

Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Deny</b>						
R0173805	Commercial	0172112303073	\$191,274	\$191,274	\$0	102981
R0173806	Commercial	0172112303072	\$163,620	\$163,620	\$0	102982
R0174697	Industrial	0182503307024	\$2,385,860	\$2,385,860	\$0	103239
R0174911	Commercial	0182510405009	\$7,814,007	\$7,814,007	\$0	103555
R0174912	Commercial	0182510405009	\$78,324	\$78,324	\$0	103556
R0175483	Commercial	0182318101003	\$1,721,973	\$1,721,973	\$0	103394
R0175491	Commercial	0171921103054	\$3,450,220	\$3,450,220	\$0	103403
R0175508	Commercial	0182120403002	\$9,050,000	\$9,050,000	\$0	103533
R0175913	Residential	0172111102134	\$253,016	\$253,016	\$0	102715
R0176121	Residential	0157336118001	\$263,192	\$263,192	\$0	103133
R0176519	Commercial	0157129417005	\$15,463,397	\$15,463,397	\$0	102835
R0176588	Commercial	0171929101002	\$12,335,625	\$12,335,625	\$0	103552
R0176630	Commercial	0181716400030	\$830,880	\$830,880	\$0	103255
R0177340	Industrial	0182510300004	\$5,082,719	\$5,082,719	\$0	103459
R0177795	Commercial	0172121104006	\$2,004,647	\$2,004,647	\$0	103485
R0178251	Commercial	0171917100040	\$3,158,838	\$3,158,838	\$0	103105
R0178624	Commercial	0182336105018	\$11,566,325	\$11,566,325	\$0	103016
R0178830	Commercial	0181716411001	\$157,500	\$157,500	\$0	103253
R0178832	Commercial	0181716411003	\$157,500	\$157,500	\$0	103257
R0178833	Commercial	0181716411004	\$157,500	\$157,500	\$0	103258
R0178834	Commercial	0181716411005	\$157,500	\$157,500	\$0	103256
R0178835	Commercial	0181716411006	\$157,500	\$157,500	\$0	103254
R0178843	Commercial	0171916202052	\$128,173	\$128,173	\$0	102996
R0178864	Residential	0171922401009	\$1,181,132	\$1,181,132	\$0	103571
R0178865	Residential	0171922401010	\$8,299	\$8,299	\$0	103574
R0178959	Residential	0171914131004	\$78,108,000	\$78,108,000	\$0	103568
R0179050	Commercial	0172129200050	\$5,497,372	\$5,497,372	\$0	103238
R0179907	Commercial	0182127301003	\$400,586	\$400,586	\$0	102990
R0180004	Commercial	0182120403003	\$14,852,500	\$14,852,500	\$0	102603
R0180008	Commercial	0172131105009	\$3,008,087	\$3,008,087	\$0	103479
R0180011	Residential	0171901214020	\$62,666,563	\$62,666,563	\$0	102876
R0180289	Commercial	0172112303079	\$426,313	\$426,313	\$0	102983
R0180291	Commercial	0172112303081	\$126,020	\$126,020	\$0	102984
R0180307	Commercial	0182516102010	\$1,326,095	\$1,326,095	\$0	103693
R0180308	Commercial	0182516102011	\$5,447,640	\$5,447,640	\$0	103694
R0180545	Commercial	0182513201002	\$10,012,545	\$10,012,545	\$0	103529
R0180593	Commercial	0171927306017	\$5,919,642	\$5,919,642	\$0	102552
R0180629	Commercial	0157315301039	\$1,319,906	\$1,319,906	\$0	102872
R0180834	Commercial	0182121401005	\$39,212,759	\$39,212,759	\$0	103553
R0180879	Industrial	0182509104033	\$1,661,999	\$1,661,999	\$0	103658

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**Value Detail**

Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Deny</b>						
R0180952	Commercial	0182126101005	\$2,280,077	\$2,280,077	\$0	103679
R0180986	Commercial	0172307401013	\$1,703,517	\$1,703,517	\$0	103115
R0181257	Residential	0171933412005	\$31,049,424	\$31,049,424	\$0	103190
R0181329	Industrial	0182505218006	\$1,914,218	\$1,914,218	\$0	102841
R0181655	Industrial	0182512401001	\$1,804,057	\$1,804,057	\$0	103527
R0181656	Industrial	0182512402001	\$1,605,205	\$1,605,205	\$0	103524
R0181657	Industrial	0182513102001	\$865,950	\$865,950	\$0	103525
R0181796	Residential	0157131113013	\$76,570	\$76,570	\$0	103437
R0181797	Residential	0157131113014	\$76,570	\$76,570	\$0	103438
R0181798	Residential	0157131113015	\$76,570	\$76,570	\$0	103439
R0181799	Residential	0157131113016	\$76,570	\$76,570	\$0	103440
R0181800	Residential	0157131113017	\$76,570	\$76,570	\$0	103441
R0181801	Residential	0157131113018	\$76,570	\$76,570	\$0	103442
R0181802	Residential	0157131113019	\$76,570	\$76,570	\$0	103443
R0181803	Residential	0157131113020	\$76,570	\$76,570	\$0	103444
R0181804	Residential	0157131113021	\$76,570	\$76,570	\$0	103445
R0181805	Residential	0157131113022	\$76,570	\$76,570	\$0	103446
R0181806	Residential	0157131113023	\$76,570	\$76,570	\$0	103415
R0181808	Residential	0157131113025	\$76,570	\$76,570	\$0	103416
R0181809	Residential	0157131113026	\$76,570	\$76,570	\$0	103417
R0181811	Residential	0157131113028	\$76,570	\$76,570	\$0	103418
R0181813	Residential	0157131113030	\$76,570	\$76,570	\$0	103419
R0181816	Residential	0157131113033	\$76,570	\$76,570	\$0	103420
R0181822	Residential	0157131113039	\$76,570	\$76,570	\$0	103421
R0181823	Residential	0157131113040	\$76,570	\$76,570	\$0	103422
R0181827	Residential	0157131113044	\$76,570	\$76,570	\$0	103423
R0181861	Residential	0157131113078	\$76,570	\$76,570	\$0	103424
R0181877	Residential	0157131115001	\$76,570	\$76,570	\$0	103430
R0181879	Residential	0157131115003	\$76,570	\$76,570	\$0	103429
R0181880	Residential	0157131115004	\$76,570	\$76,570	\$0	103432
R0181887	Residential	0157131115011	\$76,570	\$76,570	\$0	103436
R0181888	Residential	0157131115012	\$76,570	\$76,570	\$0	103433
R0181890	Residential	0157131115014	\$76,570	\$76,570	\$0	103435
R0181891	Residential	0157131115015	\$76,570	\$76,570	\$0	103434
R0181892	Residential	0157131115016	\$76,570	\$76,570	\$0	103431
R0181895	Residential	0157131116003	\$76,570	\$76,570	\$0	103428
R0181896	Residential	0157131116004	\$76,570	\$76,570	\$0	103427
R0181910	Residential	0157131116018	\$76,570	\$76,570	\$0	103426
R0181913	Residential	0157131116021	\$76,570	\$76,570	\$0	103425
R0181943	Residential	0157315201010	\$30,764,800	\$30,764,800	\$0	103579

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**Value Detail**

Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Deny</b>						
R0181944	Residential	0157315201011	\$49,418,470	\$49,418,470	\$0	103584
R0183001	Residential	0157119101056	\$64,811	\$64,811	\$0	103414
R0183004	Residential	0157119101059	\$64,811	\$64,811	\$0	103414
R0183007	Residential	0157119101062	\$64,811	\$64,811	\$0	103414
R0183008	Residential	0157119101063	\$64,811	\$64,811	\$0	103414
R0183009	Residential	0157119101064	\$64,811	\$64,811	\$0	103414
R0183010	Residential	0157119101065	\$64,811	\$64,811	\$0	103414
R0183011	Residential	0157119101066	\$64,811	\$64,811	\$0	103414
R0183012	Residential	0157119101067	\$64,811	\$64,811	\$0	103414
R0183015	Residential	0157119101070	\$64,811	\$64,811	\$0	103414
R0183016	Residential	0157119101071	\$64,811	\$64,811	\$0	103414
R0183017	Residential	0157119101072	\$64,811	\$64,811	\$0	103414
R0183021	Residential	0157119101076	\$64,811	\$64,811	\$0	103414
R0183022	Residential	0157119101077	\$64,811	\$64,811	\$0	103414
R0183023	Residential	0157119101078	\$64,811	\$64,811	\$0	103414
R0183141	Residential	0157119107022	\$64,811	\$64,811	\$0	103414
R0183142	Residential	0157119107023	\$64,811	\$64,811	\$0	103414
R0183143	Residential	0157119107024	\$64,811	\$64,811	\$0	103414
R0183144	Residential	0157119107025	\$64,811	\$64,811	\$0	103414
R0183145	Residential	0157119107026	\$64,811	\$64,811	\$0	103414
R0183146	Residential	0157119107027	\$64,811	\$64,811	\$0	103414
R0183147	Residential	0157119107028	\$64,811	\$64,811	\$0	103414
R0183148	Residential	0157119107029	\$64,811	\$64,811	\$0	103414
R0183149	Residential	0157119107030	\$64,811	\$64,811	\$0	103414
R0183150	Residential	0157119107031	\$64,811	\$64,811	\$0	103414
R0183151	Residential	0157119107032	\$64,811	\$64,811	\$0	103414
R0183156	Residential	0157119107037	\$64,811	\$64,811	\$0	103414
R0183159	Residential	0157119107040	\$64,811	\$64,811	\$0	103414
R0183160	Residential	0157119107041	\$64,811	\$64,811	\$0	103414
R0183161	Residential	0157119108020	\$64,811	\$64,811	\$0	103414
R0183162	Residential	0157119108021	\$64,811	\$64,811	\$0	103414
R0183163	Residential	0157119108022	\$64,811	\$64,811	\$0	103414
R0183164	Residential	0157119108023	\$64,811	\$64,811	\$0	103414
R0183165	Residential	0157119108024	\$64,811	\$64,811	\$0	103414
R0183166	Residential	0157119108025	\$64,811	\$64,811	\$0	103414
R0183167	Residential	0157119108026	\$64,811	\$64,811	\$0	103414
R0183168	Residential	0157119108027	\$64,811	\$64,811	\$0	103414
R0183169	Residential	0157119108028	\$64,811	\$64,811	\$0	103414
R0183170	Residential	0157119108029	\$64,811	\$64,811	\$0	103414
R0183171	Residential	0157119108030	\$64,811	\$64,811	\$0	103414

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<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Deny</b>						
R0183172	Residential	0157119108031	\$64,811	\$64,811	\$0	103414
R0183173	Residential	0157119108032	\$64,811	\$64,811	\$0	103414
R0183174	Residential	0157119108033	\$64,811	\$64,811	\$0	103414
R0183175	Residential	0157119108034	\$64,811	\$64,811	\$0	103414
R0183176	Residential	0157119108035	\$64,811	\$64,811	\$0	103414
R0183177	Residential	0157119108036	\$64,811	\$64,811	\$0	103414
R0183178	Residential	0157119108037	\$64,811	\$64,811	\$0	103414
R0183179	Residential	0157119108038	\$64,811	\$64,811	\$0	103414
R0183180	Residential	0157119109019	\$64,811	\$64,811	\$0	103414
R0183181	Residential	0157119109020	\$64,811	\$64,811	\$0	103414
R0183182	Residential	0157119109021	\$64,811	\$64,811	\$0	103414
R0183185	Residential	0157119109024	\$64,811	\$64,811	\$0	103414
R0183186	Residential	0157119109025	\$64,811	\$64,811	\$0	103414
R0183187	Residential	0157119109026	\$64,811	\$64,811	\$0	103414
R0183188	Residential	0157119109027	\$64,811	\$64,811	\$0	103414
R0183189	Residential	0157119109028	\$64,811	\$64,811	\$0	103414
R0183190	Residential	0157119109029	\$64,811	\$64,811	\$0	103414
R0183191	Residential	0157119109030	\$64,811	\$64,811	\$0	103414
R0183192	Residential	0157119109031	\$64,811	\$64,811	\$0	103414
R0183193	Residential	0157119109032	\$64,811	\$64,811	\$0	103414
R0183194	Residential	0157119109033	\$64,811	\$64,811	\$0	103414
R0183195	Residential	0157119109034	\$64,811	\$64,811	\$0	103414
R0183196	Residential	0157119109035	\$64,811	\$64,811	\$0	103414
R0183197	Residential	0157119109036	\$64,811	\$64,811	\$0	103414
R0183231	Residential	0157119111034	\$64,811	\$64,811	\$0	103414
R0183232	Residential	0157119111035	\$64,811	\$64,811	\$0	103414
R0183234	Residential	0157119112018	\$64,811	\$64,811	\$0	103414
R0183235	Residential	0157119112019	\$64,811	\$64,811	\$0	103414
R0183236	Residential	0157119112020	\$64,811	\$64,811	\$0	103414
R0183237	Residential	0157119112021	\$64,811	\$64,811	\$0	103414
R0183238	Residential	0157119112022	\$64,811	\$64,811	\$0	103414
R0183239	Residential	0157119112023	\$64,811	\$64,811	\$0	103414
R0183240	Residential	0157119112024	\$64,811	\$64,811	\$0	103414
R0183241	Residential	0157119112025	\$64,811	\$64,811	\$0	103414
R0183242	Residential	0157119112026	\$64,811	\$64,811	\$0	103414
R0183243	Residential	0157119112027	\$64,811	\$64,811	\$0	103414
R0183244	Residential	0157119112028	\$64,811	\$64,811	\$0	103414
R0183245	Residential	0157119112029	\$64,811	\$64,811	\$0	103414
R0183246	Residential	0157119112030	\$64,811	\$64,811	\$0	103414
R0183247	Residential	0157119112031	\$64,811	\$64,811	\$0	103414

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<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Deny</b>						
R0183248	Residential	0157119112032	\$64,811	\$64,811	\$0	103414
R0183249	Residential	0157119112033	\$64,811	\$64,811	\$0	103414
R0183251	Residential	0157119113017	\$64,811	\$64,811	\$0	103414
R0183254	Residential	0157119113020	\$64,811	\$64,811	\$0	103414
R0183257	Residential	0157119113023	\$64,811	\$64,811	\$0	103414
R0183261	Residential	0157119113027	\$64,811	\$64,811	\$0	103414
R0183264	Residential	0157119113030	\$64,811	\$64,811	\$0	103414
R0183266	Residential	0157119114008	\$64,811	\$64,811	\$0	103414
R0183267	Residential	0157119114009	\$64,811	\$64,811	\$0	103414
R0183268	Residential	0157119114010	\$64,811	\$64,811	\$0	103414
R0183269	Residential	0157119114011	\$64,811	\$64,811	\$0	103414
R0183270	Residential	0157119114012	\$64,811	\$64,811	\$0	103414
R0183271	Residential	0157119114013	\$64,811	\$64,811	\$0	103414
R0183323	Residential	0157119118016	\$64,811	\$64,811	\$0	103414
R0183330	Residential	0157119118023	\$64,811	\$64,811	\$0	103414
R0183331	Residential	0157119118024	\$64,811	\$64,811	\$0	103414
R0183332	Residential	0157119118025	\$64,811	\$64,811	\$0	103414
R0183333	Residential	0157119118026	\$64,811	\$64,811	\$0	103414
R0183334	Residential	0157119118027	\$64,811	\$64,811	\$0	103414
R0183335	Residential	0157119118028	\$64,811	\$64,811	\$0	103414
R0183336	Residential	0157119118029	\$64,811	\$64,811	\$0	103414
R0183337	Residential	0157119118030	\$64,811	\$64,811	\$0	103414
R0183338	Residential	0157119118031	\$64,811	\$64,811	\$0	103414
R0183459	Commercial	0156909211004	\$1,406,160	\$1,406,160	\$0	103668
R0183460	Commercial	0156909211005	\$1,406,160	\$1,406,160	\$0	103667
R0183780	Commercial	0157322101049	\$2,272,590	\$2,272,590	\$0	103460
R0184954	Residential	0157116237149	\$442,149	\$442,149	\$0	102575
R0185023	Residential	0157116239110	\$570,566	\$570,566	\$0	102740
R0185039	Residential	0157116241095	\$537,556	\$537,556	\$0	102692
R0185600	Commercial	0171915104014	\$1,449,360	\$1,449,360	\$0	102847
R0185624	Commercial	0172112425003	\$843,481	\$843,481	\$0	102849
R0185625	Commercial	0172112425004	\$1,066,800	\$1,066,800	\$0	102850
R0185626	Commercial	0172112425005	\$184,752	\$184,752	\$0	102851
R0185627	Commercial	0172112425006	\$1,417,320	\$1,417,320	\$0	103494
R0185628	Commercial	0172112425007	\$1,205,280	\$1,205,280	\$0	102848
R0185629	Commercial	0172112425008	\$1,318,768	\$1,318,768	\$0	103493
R0185647	Industrial	0182119403007	\$4,709,652	\$4,709,652	\$0	103522
R0185659	Residential	0157315301043	\$8,832,000	\$8,832,000	\$0	103708
R0185660	Residential	0157315301044	\$57,408,000	\$57,408,000	\$0	103709
R0185754	Commercial	0157322101068	\$6,730,508	\$6,730,508	\$0	103550

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<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Deny</b>						
R0185954	Commercial	0156911305013	\$26,012,688	\$26,012,688	\$0	103477
R0186472	Commercial	0157322101070	\$3,365,400	\$3,365,400	\$0	103706
R0186724	Residential	0156917301068	\$333,000	\$333,000	\$0	102616
R0186807	Commercial	0171934408005	\$4,448,737	\$4,448,737	\$0	103396
R0187293	Industrial	0182325103011	\$18,465,454	\$18,465,454	\$0	102993
R0187857	Commercial	0182134103006	\$167,044	\$167,044	\$0	102894
R0188532	Residential	0157119101112	\$64,811	\$64,811	\$0	103414
R0188533	Residential	0157119101113	\$64,811	\$64,811	\$0	103414
R0188534	Residential	0157119101114	\$64,811	\$64,811	\$0	103414
R0188535	Residential	0157119101115	\$64,811	\$64,811	\$0	103414
R0188536	Residential	0157119101116	\$64,811	\$64,811	\$0	103414
R0188537	Residential	0157119101117	\$64,811	\$64,811	\$0	103414
R0188556	Residential	0157119107042	\$64,811	\$64,811	\$0	103414
R0188557	Residential	0157119107043	\$64,811	\$64,811	\$0	103414
R0188558	Residential	0157119107044	\$64,811	\$64,811	\$0	103414
R0188559	Residential	0157119107045	\$64,811	\$64,811	\$0	103414
R0188560	Residential	0157119107046	\$64,811	\$64,811	\$0	103414
R0188561	Residential	0157119107047	\$64,811	\$64,811	\$0	103414
R0188562	Residential	0157119109037	\$64,811	\$64,811	\$0	103414
R0188563	Residential	0157119109038	\$64,811	\$64,811	\$0	103414
R0188570	Residential	0157119113032	\$64,811	\$64,811	\$0	103414
R0188571	Residential	0157119113033	\$64,811	\$64,811	\$0	103414
R0188572	Residential	0157119113034	\$64,811	\$64,811	\$0	103414
R0188573	Residential	0157119113035	\$64,811	\$64,811	\$0	103414
R0188574	Residential	0157119113036	\$64,811	\$64,811	\$0	103414
R0188575	Residential	0157119113037	\$64,811	\$64,811	\$0	103414
R0188576	Residential	0157119113038	\$64,811	\$64,811	\$0	103414
R0188577	Residential	0157119113039	\$64,811	\$64,811	\$0	103414
R0188621	Residential	0171907213125	\$546,380	\$546,380	\$0	102820
R0188698	Commercial	0182119401003	\$616,146	\$616,146	\$0	103518
R0188699	Commercial	0182119401004	\$7,426,175	\$7,426,175	\$0	103558
R0189338	Commercial	0156909211007	\$1,190,942	\$1,190,942	\$0	102845
R0190602	Residential	0157336117011	\$888,436	\$888,436	\$0	103132
R0190759	Commercial	0182131413008	\$470,288	\$470,288	\$0	103519
R0190760	Commercial	0182131413009	\$1,000	\$1,000	\$0	103520
R0190900	Residential	0157336120002	\$866,381	\$866,381	\$0	103131
<b>Number of Accounts: 916</b>			<b>\$2,466,232,789</b>	<b>\$2,466,232,789</b>	<b>\$0</b>	



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**Value Detail**

<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Stipulated</b>						
R0000547	Agricultural	0156300000010	\$243,686	\$221,758	(\$21,928)	102684
R0000955	Residential	0156700000271	\$762,806	\$572,680	(\$190,126)	102948
R0001122	Residential	0156707104029	\$504,678	\$460,916	(\$43,762)	102840
R0001905	Commercial	0156905300006	\$156,816	\$156,816	\$0	103537
R0001906	Commercial	0156905300007	\$972,000	\$923,000	(\$49,000)	103536
R0002706	Commercial	0156906300019	\$850,338	\$825,000	(\$25,338)	102833
R0003083	Residential	0156906411011	\$202,684	\$182,000	(\$20,684)	102919
R0006307	Residential	0156908308033	\$333,199	\$320,000	(\$13,199)	102632
R0011021	Residential	0157131109002	\$210,603	\$195,000	(\$15,603)	103076
R0013861	Residential	0157136006008	\$657,438	\$625,000	(\$32,438)	102626
R0014028	Residential	0157302005002	\$546,104	\$500,000	(\$46,104)	102852
R0014289	Residential	0157310001003	\$559,346	\$500,000	(\$59,346)	102920
R0014337	Residential	0157312000020	\$298,909	\$260,000	(\$38,909)	103251
R0016280	Residential	0157325315001	\$444,575	\$448,193	\$3,618	103046
R0016403	Residential	0157325320030	\$347,610	\$335,000	(\$12,610)	102642
R0017405	Residential	0157326119001	\$382,050	\$365,000	(\$17,050)	102727
R0017768	Residential	0157326210029	\$517,413	\$465,000	(\$52,413)	102681
R0018379	Residential	0157326402038	\$870,496	\$830,000	(\$40,496)	102951
R0024456	Commercial	0157334003021	\$1,031,891	\$941,000	(\$90,891)	103160
R0026320	Residential	0171901104006	\$270,459	\$251,273	(\$19,186)	102954
R0026866	Residential	0171901203035	\$281,078	\$245,000	(\$36,078)	102858
R0030085	Commercial	0171903005007	\$692,208	\$560,000	(\$132,208)	103509
R0030415	Commercial	0171903111031	\$767,916	\$650,000	(\$117,916)	103496
R0031072	Residential	0171903411001	\$21,917,635	\$21,000,000	(\$917,635)	102554
R0031338	Residential	0171904207015	\$370,666	\$322,000	(\$48,666)	102822
R0031887	Residential	0171904405060	\$205,536	\$196,032	(\$9,504)	102562
R0031921	Commercial	0171904407001	\$8,379,389	\$8,163,355	(\$216,034)	103179
R0032025	Residential	0171905105011	\$398,074	\$370,000	(\$28,074)	103078
R0032774	Residential	0171906009002	\$468,191	\$435,000	(\$33,191)	102926
R0033514	Residential	0171908004012	\$638,701	\$569,236	(\$69,465)	102622
R0034848	Residential	0171908439044	\$430,104	\$405,611	(\$24,493)	102663
R0034852	Residential	0171908439048	\$430,093	\$405,000	(\$25,093)	102720
R0039362	Residential	0171912411001	\$40,124,505	\$38,880,000	(\$1,244,505)	102555
R0046247	Residential	0171918112062	\$646,613	\$550,000	(\$96,613)	103206
R0046288	Residential	0171918114002	\$642,176	\$570,000	(\$72,176)	102682
R0046791	Residential	0171918304032	\$387,955	\$341,349	(\$46,606)	103200
R0050176	Residential	0171920415009	\$1,091,549	\$848,086	(\$243,463)	103135
R0055745	Residential	0171926111001	\$252,089	\$227,000	(\$25,089)	103247
R0059114	Commercial	0171928100014	\$7,173,947	\$7,000,000	(\$173,947)	102804
R0059706	Residential	0171928307063	\$108,135	\$97,000	(\$11,135)	102821

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Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Stipulated</b>						
R0061065	Commercial	0171929111001	\$1,126,080	\$1,050,000	(\$76,080)	102765
R0063468	Residential	0171930410020	\$306,598	\$243,000	(\$63,598)	102721
R0071007	Commercial	0171935302010	\$2,302,150	\$2,001,028	(\$301,122)	102881
R0071092	Commercial	0171935401006	\$1,101,420	\$898,000	(\$203,420)	103507
R0071309	Residential	0172101004037	\$452,173	\$402,690	(\$49,483)	102774
R0075331	Residential	0172116000029	\$631,862	\$280,000	(\$351,862)	103196
R0082674	Residential	0181527302003	\$305,943	\$250,000	(\$55,943)	103195
R0082813	Commercial	0181527322001	\$1,113,419	\$1,003,749	(\$109,670)	102674
R0084238	Commercial	0182130002006	\$3,700,000	\$3,337,000	(\$363,000)	103099
R0084239	Commercial	0182130002007	\$3,300,000	\$3,300,000	\$0	103098
R0084246	Commercial	0182130004006	\$6,000,000	\$5,250,000	(\$750,000)	103159
R0085412	Residential	0182131221001	\$5,969,365	\$4,862,558	(\$1,106,807)	103203
R0085648	Commercial	0182131412002	\$618,149	\$559,000	(\$59,149)	102939
R0085927	Commercial	0182132314002	\$144,980	\$122,386	(\$22,594)	102687
R0085933	Commercial	0182132315012	\$570,527	\$530,000	(\$40,527)	103481
R0086066	Residential	0182132405003	\$9,644,224	\$7,800,000	(\$1,844,224)	103108
R0089800	Commercial	0182306115009	\$779,852	\$479,852	(\$300,000)	103040
R0089801	Commercial	0182306115015	\$702,585	\$702,585	\$0	103039
R0089802	Commercial	0182306115016	\$147,152	\$147,152	\$0	103037
R0089803	Commercial	0182306115017	\$140,000	\$140,000	\$0	103036
R0091905	Commercial	0182308301023	\$557,100	\$490,000	(\$67,100)	103490
R0092477	Commercial	0182317202023	\$391,037	\$320,000	(\$71,037)	103229
R0092720	Commercial	0182317402028	\$609,408	\$510,000	(\$99,408)	103228
R0092822	Commercial	0182318101001	\$1,173,110	\$1,100,000	(\$73,110)	103466
R0093018	Commercial	0182325201016	\$1,833,732	\$1,550,000	(\$283,732)	103226
R0093880	Commercial	0182326101037	\$2,094,840	\$2,000,000	(\$94,840)	103458
R0095281	Commercial	0182334408017	\$294,689	\$256,000	(\$38,689)	102938
R0096414	Residential	0182335219018	\$225,000	\$220,000	(\$5,000)	102702
R0097734	Residential	0182335427008	\$3,808,001	\$3,046,041	(\$761,960)	103605
R0098138	Commercial	0182502306011	\$1,005,000	\$908,293	(\$96,707)	103508
R0098631	Residential	0182504100059	\$2,692,801	\$2,194,997	(\$497,804)	102758
R0098633	Residential	0182504100061	\$3,326,401	\$2,736,669	(\$589,732)	102759
R0098634	Residential	0182504100062	\$3,326,401	\$2,736,669	(\$589,732)	102760
R0098635	Residential	0182504100063	\$3,326,401	\$2,736,669	(\$589,732)	102761
R0098636	Residential	0182504100064	\$2,692,801	\$2,194,997	(\$497,804)	102762
R0098901	Residential	0182504115013	\$24,000	\$10,000	(\$14,000)	102711
R0100447	Commercial	0182505318029	\$116,000	\$116,000	\$0	103011
R0100465	Commercial	0182505318049	\$169,513	\$165,812	(\$3,701)	103012
R0102985	Commercial	0182507305001	\$5,307,120	\$5,200,000	(\$107,120)	103510
R0103409	Commercial	0182509311006	\$2,245,890	\$2,000,000	(\$245,890)	103162

**Adams County Board of Equalization Protest  
2017**

**Value Detail**

Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Stipulated</b>						
R0103758	Commercial	0182511308016	\$761,760	\$700,000	(\$61,760)	102802
R0103852	Industrial	0182512304004	\$3,400,000	\$2,914,024	(\$485,976)	102599
R0104084	Commercial	0182515109004	\$950,000	\$900,000	(\$50,000)	103467
R0104115	Commercial	0182515200009	\$5,828,411	\$5,500,000	(\$328,411)	103554
R0107807	Commercial	0157333008010	\$7,160,049	\$6,900,000	(\$260,049)	103232
R0110020	Residential	0157325019022	\$480,337	\$443,700	(\$36,637)	103048
R0112069	Commercial	0171915108003	\$1,449,042	\$1,300,000	(\$149,042)	103486
R0115926	Commercial	0157333005018	\$1,669,488	\$1,625,000	(\$44,488)	103560
R0116147	Commercial	0171906202006	\$5,313,000	\$4,065,000	(\$1,248,000)	103561
R0117547	Residential	0157111301001	\$542,524	\$500,000	(\$42,524)	102776
R0118947	Commercial	0182129214003	\$1,218,943	\$1,100,000	(\$118,943)	103498
R0121405	Residential	0171905401025	\$809,929	\$736,000	(\$73,929)	102824
R0123601	Commercial	0157333401001	\$6,180,001	\$5,990,000	(\$190,001)	102763
R0127068	Residential	0171908102063	\$545,486	\$525,000	(\$20,486)	102718
R0127111	Residential	0171908112006	\$545,506	\$502,000	(\$43,506)	103082
R0129533	Residential	0171905322041	\$410,054	\$353,000	(\$57,054)	102856
R0131491	Residential	0171907416033	\$407,666	\$367,666	(\$40,000)	102694
R0131869	Residential	0171905405063	\$854,639	\$695,000	(\$159,639)	103003
R0132149	Residential	0171913108010	\$364,139	\$333,000	(\$31,139)	102561
R0135006	Residential	0156917307006	\$322,151	\$315,000	(\$7,151)	102631
R0138738	Commercial	0171910302007	\$54,918,135	\$44,240,291	(\$10,677,844)	103164
R0138739	Commercial	0171910302014	\$896,216	\$840,100	(\$56,116)	103166
R0138740	Commercial	0171910302013	\$896,866	\$701,039	(\$195,827)	103167
R0138741	Commercial	0171910302012	\$527,877	\$471,627	(\$56,250)	103168
R0138742	Commercial	0171910302011	\$829,177	\$762,574	(\$66,603)	103169
R0138743	Commercial	0171910302010	\$366,172	\$348,735	(\$17,437)	103170
R0138744	Commercial	0171910302009	\$583,160	\$635,634	\$52,474	103171
R0143643	Residential	0171907304020	\$788,128	\$719,819	(\$68,309)	102572
R0143958	Residential	0171907301037	\$588,886	\$514,672	(\$74,214)	102693
R0145683	Residential	0172132308030	\$184,665	\$173,868	(\$10,797)	102963
R0145684	Residential	0172132308031	\$184,665	\$173,868	(\$10,797)	102964
R0145685	Residential	0172132308032	\$184,665	\$173,868	(\$10,797)	102960
R0145686	Residential	0172132308033	\$184,665	\$173,868	(\$10,797)	102970
R0147777	Residential	0171905409007	\$779,509	\$650,000	(\$129,509)	102620
R0147780	Residential	0171905409010	\$802,217	\$700,000	(\$102,217)	102608
R0150325	Residential	0171924115065	\$61,927,246	\$57,760,000	(\$4,167,246)	103569
R0150880	Residential	0172907200001	\$391,809	\$380,000	(\$11,809)	102781
R0151445	Commercial	0171915102028	\$4,556,700	\$4,500,000	(\$56,700)	103172
R0152720	Commercial	0182133201004	\$7,382,399	\$7,000,000	(\$382,399)	103173
R0157176	Residential	0157119307013	\$515,013	\$451,000	(\$64,013)	103049

**Adams County Board of Equalization Protest  
2017**

**Value Detail**

<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
<b>Stipulated</b>						
R0157281	Residential	0157119312001	\$560,000	\$510,595	(\$49,405)	102786
R0158255	Commercial	0171909117163	\$228,431	\$200,000	(\$28,431)	103027
R0161445	Commercial	0157302207003	\$10,543,992	\$9,191,167	(\$1,352,825)	103095
R0161858	Commercial	0156921201001	\$8,770,975	\$7,409,888	(\$1,361,087)	103096
R0164406	Industrial	0182511313003	\$1,201,000	\$1,123,287	(\$77,713)	103483
R0169056	Commercial	0182128101009	\$8,270,257	\$7,210,304	(\$1,059,953)	103097
R0172934	Residential	0171935234005	\$241,466	\$183,917	(\$57,549)	103080
R0173756	Residential	0182336106001	\$33,621,942	\$27,859,318	(\$5,762,624)	103567
R0173757	Residential	0182336201002	\$36,616,483	\$30,346,045	(\$6,270,438)	103566
R0174192	Residential	0171906143008	\$686,931	\$515,000	(\$171,931)	102619
R0178466	Commercial	0156916401002	\$7,552,396	\$7,300,000	(\$252,396)	103094
R0178984	Residential	0157313202095	\$529,845	\$510,000	(\$19,845)	102816
R0178999	Residential	0182305425046	\$203,000	\$150,000	(\$53,000)	102910
R0179965	Residential	0182336112001	\$46,984,960	\$38,936,555	(\$8,048,405)	103600
R0179966	Residential	0182336202001	\$43,236,160	\$35,851,418	(\$7,384,742)	103601
R0180006	Commercial	0182128102011	\$2,372,895	\$2,100,000	(\$272,895)	103499
R0180457	Commercial	0182129303003	\$2,858,291	\$2,500,000	(\$358,291)	102877
R0180976	Commercial	0182509401006	\$5,775,000	\$4,750,850	(\$1,024,150)	103469
R0181033	Residential	0182506415097	\$426,606	\$368,000	(\$58,606)	102726
R0181169	Residential	0157324119002	\$571,566	\$545,000	(\$26,566)	103074
R0185305	Agricultural	0182136202002	\$114,512	\$225	(\$114,287)	102756
R0185602	Agricultural	0182136202004	\$4,505,132	\$6,470	(\$4,498,662)	102755
R0186303	Residential	0171907318005	\$608,668	\$565,000	(\$43,668)	102705
R0186312	Industrial	0182121402002	\$13,632,172	\$12,861,000	(\$771,172)	103161
R0186464	Commercial	0172131107009	\$5,544,817	\$5,224,537	(\$320,280)	102875
R0187855	Commercial	0182134102019	\$4,416,974	\$4,416,974	\$0	102806
R0187856	Commercial	0182134103005	\$23,046,819	\$16,862,076	(\$6,184,743)	102766
R0188111	Commercial	0182516202027	\$846,904	\$660,000	(\$186,904)	103231
R0188122	Commercial	0182334206010	\$2,449,687	\$2,200,000	(\$249,687)	103495
<b>Number of Accounts: 149</b>			<b>\$612,964,561</b>	<b>\$532,556,431</b>	<b>(\$80,408,130)</b>	

**Adams County Board of Equalization Protest  
2017**

**Value Detail**

Account #	Account Type	Parcel #	Current Total Value	BOE Total Value	Difference	Review #
<b>Withdrawn</b>						
P0005360	Personal	0156906313002	\$9,816	\$9,816	\$0	102556
P0017525	Personal	0157333005022	\$306,009	\$306,009	\$0	103000
P0027574	Personal	0172110000046	\$2,839,631	\$2,839,631	\$0	103126
P0030588	Leasing	0172110000046	\$1,688,679	\$1,688,679	\$0	103124
P0032932	Personal		\$6,732,302	\$6,732,302	\$0	103122
P0033434	Leasing	0172115100001	\$15,879	\$15,879	\$0	103125
P0035819	Personal		\$71,939	\$71,939	\$0	103123
R0008851	Residential	0157112409001	\$2,651,828	\$2,651,828	\$0	103656
R0015665	Residential	0157325113003	\$294,500	\$294,500	\$0	102656
R0024503	Commercial	0157334301001	\$746,973	\$746,973	\$0	103091
R0024504	Commercial	0157334301002	\$2,410,000	\$2,410,000	\$0	102754
R0035182	Commercial	0171909117001	\$672,000	\$672,000	\$0	103090
R0051116	Commercial	0171922213001	\$412,052	\$412,052	\$0	103088
R0057445	Commercial	0171926329001	\$651,377	\$651,377	\$0	103086
R0062913	Commercial	0171930217010	\$1,016,100	\$1,016,100	\$0	102844
R0062934	Commercial	0171930220018	\$1,998,000	\$1,998,000	\$0	102843
R0068505	Commercial	0171933307032	\$286,620	\$286,620	\$0	103085
R0071010	Commercial	0171935302026	\$1,208,132	\$1,208,132	\$0	102879
R0075191	Industrial	0172110004004	\$822,136	\$822,136	\$0	102832
R0077172	Commercial	0172128200023	\$954,739	\$954,739	\$0	102830
R0085595	Residential	0182131407012	\$230,000	\$230,000	\$0	103075
R0087485	Residential	0182135000025	\$550,639	\$550,639	\$0	103055
R0091600	Commercial	0182308206011	\$299,258	\$299,258	\$0	103084
R0097506	Residential	0182335414010	\$185,000	\$185,000	\$0	102712
R0103119	Commercial	0182508204001	\$131,972	\$131,972	\$0	103009
R0103120	Commercial	0182508204002	\$280,000	\$280,000	\$0	103010
R0104670	Commercial	0182517104002	\$734,999	\$734,999	\$0	102604
R0110919	Commercial	0171903002016	\$1,606,500	\$1,606,500	\$0	103397
R0111538	Commercial	0182507218006	\$985,740	\$985,740	\$0	103147
R0115907	Commercial	0171932317003	\$788,223	\$788,223	\$0	103148
R0115927	Commercial	0157333005019	\$938,320	\$938,320	\$0	103144
R0123739	Commercial	0157131325009	\$897,750	\$897,750	\$0	103145
R0125210	Residential	0171907416007	\$782,938	\$782,938	\$0	103606
R0129031	Commercial	0171922102008	\$8,303,463	\$8,303,463	\$0	103607
R0141987	Residential	0157314413008	\$409,305	\$409,305	\$0	102638
R0159563	Residential	0182516226068	\$154,547	\$154,547	\$0	102640
R0161866	Commercial	0181715307005	\$100,625	\$100,625	\$0	103093
R0164301	Commercial	0157302208001	\$1,386,436	\$1,386,436	\$0	103146
R0180959	Residential	0182131410034	\$551,692	\$551,692	\$0	102826
R0188150	Commercial	0171931301023	\$661,447	\$661,447	\$0	103068

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**Adams County Board of Equalization Protest  
2017**

**Value Detail**

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<b>Account #</b>	<b>Account Type</b>	<b>Parcel #</b>	<b>Current Total Value</b>	<b>BOE Total Value</b>	<b>Difference</b>	<b>Review #</b>
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**Withdrawn**

<b>Number of Accounts: 40</b>			<b>\$45,767,566</b>	<b>\$45,767,566</b>	<b>\$0</b>	
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<b>Grand Totals Adjusted / Stipulated Decisions:</b>			<b>\$1,443,422,751</b>	<b>\$1,294,204,550</b>	<b>(\$149,218,201)</b>	
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<b>Grand Totals All Decisions:</b>			<b>\$3,955,423,106</b>	<b>\$3,806,204,905</b>	<b>(\$149,218,201)</b>	
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**Total Number of Accounts Overall: 1374**





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> Tenant Estoppel Certificate related to the Lease for Metro North at 11990 Grant Street, Suite 216
<b>FROM:</b> Chris Kline, Director
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Tenant Estoppel Certificate related to the Office Space Lease for 11990 Grant Street, Suite 216, Northglenn

### **BACKGROUND:**

Adams County currently leases office space from Metro North, Ltd. at 11990 Grant Street, Suite 216. Adams County has been advised that the property owner has contracted for the sale of this property and has requested that Adams County execute a Tenant Estoppel Certificate related to the lease of this suite. The existing Office Space Lease requires that Adams County execute the requested Tenant Estoppel Certificate.

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

Human Services, Facilities Operations

### **ATTACHED DOCUMENTS:**

Resolution  
Tenant Estoppel Certificate

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION APPROVING TENANT ESTOPPEL CERTIFICATE  
RELATED TO THE OFFICE SPACE LEASE BETWEEN ADAMS  
COUNTY AND METRO NORTH, LTD., FOR PREMISES AT 11990  
GRANT STREET**

**Resolution 2017-**

WHEREAS, Adams County currently leases office space located at 11990 Grant Street, Suite 216, Northglenn, from Metro North, Ltd. (“Landlord”) for the Adams County Human Services Department, Children and Family Services Division, for the purpose of delivering services to involved clients; and

WHEREAS, Adams County has been advised that Metro North, Ltd. has contracted for the sale of the property located at 11990 Grant Street; and,

WHEREAS, the existing Office Space Lease requires that Adams County execute and deliver an estoppel certificate upon the request for same by the Landlord; and,

WHEREAS, Adams County has received a request for the execution of an estoppel certificate regarding the existing Office Space Lease.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Tenant Estoppel Certificate related to the Office Space Lease between Adams County and Metro North, Ltd., be approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said Tenant Estoppel Certificate related to the Office Space Lease on behalf of Adams County.

## TENANT ESTOPPEL CERTIFICATE

(Estoppel Certificate)

Adams County, Colorado  
11990 Grant Street, Suite 216  
Northglenn, CO 80233

Brian Kenna:

The undersigned (“Tenant”) certifies to CHP Metro North LLC, a Colorado limited liability company as follows:

1. Tenant and Metro North Ltd. (“Landlord”) entered into a written lease dated April 11, 2014 (the “Lease”) in which Landlord leased to Tenant and Tenant leased from Landlord premises located in the City of Northglenn, County of Adams, commonly known as the Metro North Building, 11990 Grant Street, Northglenn, Colorado (the “Premises”).

2. The Lease and all modifications and amendments thereto listed on **Exhibit “A”** constitute the entire and only agreement between Landlord and Tenant with respect to the Premises except for the following: Amendment I is out for review and approval by the Adams County Board of County Commissioners.

3. The Lease is in full force and effect; Landlord has completed all tenant improvements for the Premises required under the Lease; Tenant has accepted the Premises and presently occupies them, and is paying rent on a current basis; Tenant has no setoffs, claims or defenses to the enforcement of the Lease; Tenant has not assigned, transferred or hypothecated its interest under the Lease.

4. As of the date of this certificate, Tenant is not in default in the performance of the Lease, has not committed any breach of the Lease, no notice of default has been given to Tenant.

5. As of the date of this certificate, Landlord is not in default in the performance of the Lease and has not committed any breach of the Lease. Tenant is not disputing any amounts of additional rent, operating expense pass-throughs or other similar charges payable by it under the Lease.

6. No rent has been paid by Tenant in advance under the Lease except for the minimum monthly rent that became due on September 1, 2017, and no security deposits have been paid by Tenant except for NONE.


7. Tenant has no claim against Landlord for any security deposit or prepaid rent except as provided in Item 6 of this estoppel certificate.

Executed on \_\_\_\_\_, 2017.

ADAMS COUNTY, COLORADO  
Tenant

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

Its: \_\_\_\_\_

APPROVED AS TO FORM  
COUNTY ATTORNEY  
  
.....

**“EXHIBIT A”**

**Lease Documents**

Office Space Lease, dated April 11, 2014  
Amendment I, dated September 7, 2017

**OFFICE SPACE LEASE**

**THIS LEASE**, dated April 11, 2014, for reference purposes only, is made by and between METRO NORTH, LTD., a California Limited Partnership ("Landlord"), and ADAMS COUNTY, COLORADO, ("Tenant"), to be effective and binding upon the parties as of the date the last of the designated signatories to this Lease shall have executed this Lease ("Effective Date").

**ARTICLE 1 REFERENCES**

**1.1 REFERENCES:** All references in this Lease (subject to any further clarifications contained herein) to the following terms shall have the following meaning or reference as below set forth:

- A. Tenant's Address for Notices:** 11990 Grant Street  
Suite 216  
Northglenn, Colorado 80233
- B. Tenant's Representative:** Mr. Mike Goins, Director, Facility Planning & Operations Dept.  
**Phone Number:** 720-523-6303  
**Fax Number:** 720-523-6008  
**E-mail address:** mgoins@adcogov.org
- C. Landlord's Address for Notices:** 3234-A South Wadsworth Blvd.  
Lakewood, CO 80227
- D. Landlord's Representative:** Phil Hiemer, Property Manager  
**Phone No.:** 303.985.8701, ext. 102; **Fax No.:** 303.980.7037; **E-mail address:** phiemer@summitgroupdenver.com
- E. Intended Commencement Date:** June 1, 2014
- F. Intended Term:** Five (5) years and one (1) month
- G. Intended Lease Expiration Date:** June 30, 2019
- H. Tenant's Punchlist Period:** June 1-31, 2014
- I. Second Month's Prepaid Rent:** \$8,944.00
- J. Last Month's Prepaid Rent:** N/A
- K. Tenant's Security Deposit:** \$0.00
- L. Late Charge Percentage:** 7.5% of the amount due
- M. Building Expense Base Year:** 2014
- N.** N/A
- O.** N/A
- P. Tenant's Number of Parking Spaces:** 19 unassigned
- Q. Brokers:** Landlord: Emeric R. Holderith, The Summit Group, Inc.  
Tenant: Norman De Hart, Guidance Corporate Realty Advisors
- R. Project:** The certain real property situated in the City of Northglenn, County of Adams, State of Colorado as presently improved with and including one (1) building, commonly known as or otherwise described as follows:  

11990 Grant Street  
Northglenn, Colorado 80233
- S. Building:** That certain Building within the Project in which the Premises are located, which Building is shown highlighted on Exhibit "A" hereto.
- T. Common Areas:** The "Common Areas" shall mean those areas and facilities within the Building that are designated by Landlord from time to time for the general use of the tenants of the Building including the entryway, lobbies, elevators, corridors and restrooms, together with those areas located outside the Building but within the Project that are designated by Landlord from time to time for general use by tenants of the Project including the driveways, pedestrian walkways, parking



spaces, landscaped areas and enclosed trash disposal areas.

**U. Premises:** That certain interior space within the Building, which space is shown highlighted on the Floor Plan attached hereto as Exhibit "B" consisting of approximately 4,992 rentable square feet. Tenant's Proportionate Share as defined in Article 13.13E is 5.3 %. Tenant has had the opportunity to measure the Premises. The computation of the rentable area of the Premises includes an agreed upon common area factor ("CAF") representing Tenant's allocable share of common areas. The rentable area of the Premises may be different, but have been stipulated and agreed to by the parties and the (i) Base Monthly Rent and (ii) Tenant's Proportionate Share shall not be changed (unless the rentable area of the Project has been enlarged or reduced, or if the parties agree to expand or contract the Premises, all as reasonably determined by Landlord, and in either such case Tenant's Proportionate Share shall be reasonably adjusted or changed by Landlord ), even if it is determined that the Premises contains either a larger or smaller area than indicated. The Premises are commonly known as or otherwise described as follows:

11990 Grant Street  
Suite 216  
Northglenn, Colorado 80233

**V. Base Monthly Rent:** The term "Base Monthly Rent" shall mean the following:

06/01/14 to 06/30/14	FREE RENT
07/01/14 to 06/30/15	\$21.50/RSF/YR x 4992 RSF ÷ 12 Mo. = \$8,944.00/Month
07/01/15 to 06/30/16	\$22.00/RSF/YR x 4992 RSF ÷ 12 Mo. = \$9,152.00/Month
07/01/16 to 06/30/17	\$22.50/RSF/YR x 4992 RSF ÷ 12 Mo. = \$9,360.00/Month
07/01/17 to 06/30/18	\$23.00/RSF/YR x 4992 RSF ÷ 12 Mo. = \$9,568.00/Month
07/01/18 to 06/30/19	\$23.50/RSF/YR x 4992 RSF ÷ 12 Mo. = \$9,776.00/Month

**W. Permitted Use:** The term "Permitted Use" shall mean the following: Adams County Children and Family Services Administrative office only including only the use of conferences, family meetings and family facilitations, and no other use and no other agency or unit of Adams County, unless Landlord provides prior written consent for other use, agency or unit. (See Article 15)

**X. Exhibits:** The term "Exhibits" shall mean the Exhibits to this Lease which are described as follows:

Exhibit "A" - Site Plan showing the Project and delineating the Building in which the Premises are located.

Exhibit "B" - Floor Plan outlining the Premises.

Exhibit "C" - Rules and Regulations.

Exhibit "D" - Broker Relationships Disclosure.

Exhibit "E" - Option to Renew.

Exhibit "F" - Exclusions from Expenses

**Y. Addenda:** The term "Addenda" shall mean the Addendum (or Addenda) to this Lease that is (or are) described as follows: None.

**ARTICLE 2  
LEASED PREMISES, TERM AND POSSESSION**

**2.1 DEMISE OF LEASED PREMISES:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the Term and upon the terms and subject to the conditions of this Lease, the Premises, reserving and excepting to Landlord the exclusive use of the exterior of the exterior walls, the roof and the area beneath the floor and above the ceiling of the Premises which Tenant may not use. Landlord further reserves the right to install, maintain, use and replace ducts, wires, conduits and pipes and other items leading through the Premises in locations that will not materially interfere with Tenant's use of the Premises. Tenant's lease of the Premises, together with the appurtenant right to use the Common Areas as described in Paragraph 2.2 below, shall be conditioned upon and be subject to the continuing compliance by Tenant with (i) all the terms and conditions of this Lease, (ii) all Laws governing the use of the Premises and the Project, (iii) all Private Restrictions, easements and other matters now or hereafter of public record restricting the use of the Premises and the Project, and (iv) all reasonable rules and regulations from time to time established by Landlord

**2.2 RIGHT TO USE COMMON AREAS:** Tenant shall have the non-exclusive right, which shall terminate with any termination of this Lease, to use the Common Areas in conjunction with other tenants of the Project and their invitees, subject to the limitations on such use as set forth in Article 4, and solely for the purpose for which they were designed

and intended.

**2.3 LEASE COMMENCEMENT DATE AND LEASE TERM:** The term, and Lease Commencement Date shall be deemed to have occurred, on the Intended Commencement Date (set forth in Article 1) unless either (i) Landlord is unable to deliver possession of the Premises to Tenant on the Intended Commencement Date, in which case the Lease Commencement Date shall be as stated in Paragraph 2.4 below, or (ii) Tenant enters into possession of the Premises prior to the Intended Commencement Date, in which case the Lease Commencement Date shall be as stated in Paragraph 2.7 below ("Lease Commencement Date"). The term of this Lease shall end on the date that is sixty one (61) full calendar months from the actual Lease Commencement Date. The Term shall be that period in time commencing on the Lease Commencement Date and ending sixty one (61) full calendar months thereafter ("Term").

**2.4 DELIVERY OF POSSESSION:** Landlord shall deliver to Tenant possession of the Premises on or before the Intended Commencement Date (set forth in Article 1) in their present condition, clean, unless Landlord shall have agreed in writing, as a condition to Tenant's obligation to accept possession of the Premises, pursuant to Exhibit "B" attached hereto to construct or install or modify specified improvements within the Premises, in which case Landlord shall deliver to Tenant possession of the Premises on or before the Intended Commencement Date as so modified and/or improved. If Landlord is unable to so deliver possession of the Premises to Tenant on or before the Intended Commencement Date, for whatever reason, Landlord shall not be in default under this Lease nor shall this Lease be void, voidable or cancelable by Tenant until the lapse of ninety (90) days after the Intended Commencement Date ("delivery grace period"); however, the Lease Commencement Date shall not be deemed to have occurred until such date as Landlord notifies Tenant that the Premises are Ready for Occupancy. If based upon any act or omission of Tenant or its agents including but not limited to any change or modification to the attached Exhibit "B" requested by Tenant and consented to by Landlord in writing (which consent shall be in Landlord's sole discretion) there is a delay in Landlord having the Premises Ready for Occupancy, then the Lease Commencement Date shall be the date the Premises would have been Ready for Occupancy without such delay, provided however the Lease Commencement Date shall not be earlier than the Intended Commencement Date. Additionally, the delivery grace period shall be extended by reason of Force Majeure or the actions of Tenant, its agents, invitees or contractors. If Landlord is unable to deliver possession of the Premises to Tenant within the described delivery grace period (including any extensions thereof by reason of Force Majeure or the actions of Tenant), then Tenant's sole remedy shall be to cancel and terminate this Lease by written notice to Landlord, and in no event shall Landlord be liable to Tenant for such delay. In the event that the date Landlord notifies Tenant that the Premises are Ready for Occupancy (i) is after the delivery grace period and (ii) if Tenant has not previously canceled and terminated this Lease as provided for in this Paragraph, then Tenant shall no longer have the right to cancel and terminate this Lease.

**2.5 ACCEPTANCE OF POSSESSION:** Tenant has inspected the Premises and accepts them in their existing condition, clean, unless Landlord has agreed, as a condition to Tenant's obligation to accept possession of the Premises, pursuant to Exhibit "B" to construct, install or modify specified improvements within the Premises, in which case Tenant agrees to accept possession of the Premises when Landlord has substantially completed such modifications or improvements and the Premises are Ready for Occupancy. If Landlord shall have so constructed, installed or modified existing improvements in the Premises for Tenant, Tenant shall, within Tenant's Punchlist Period (set forth in Article 1) which shall commence on the date that Landlord notifies Tenant that the Premises are Ready for Occupancy, submit to Landlord a punchlist of all incomplete and/or improper work performed by Landlord. Upon the expiration of Tenant's Punchlist Period, Tenant shall be conclusively deemed to have accepted the Premises in their then existing condition as so delivered by Landlord to Tenant, except as to those items reasonably set forth in the punchlist submitted to Landlord prior to the expiration of said period. Landlord agrees to correct all items reasonably set forth in Tenant's punchlist, provided that such punchlist was submitted to Landlord within Tenant's Punchlist Period.

**2.6 SURRENDER OF POSSESSION:** Immediately prior to the expiration or sooner termination of this Lease, Tenant shall remove all of Tenant's signs from the exterior of the Premises and/or the Building and shall remove all of Tenant's equipment, trade fixtures, furniture, supplies, wall decorations and other personal property from the Premises and shall remove Alterations if required hereunder, and shall vacate and surrender the Premises to Landlord in the same condition, clean, as existed at the Lease Commencement Date, reasonable wear and tear excepted. Tenant shall repair all damage to the Premises caused by Tenant's removal of Tenant's property and Alterations (if required hereunder) including but not limited to spackling holes in walls and uniformly painting such, and all damage to the exterior of the Premises and/or the Building caused by Tenant's removal of Tenant's signs. Tenant shall patch and refinish, to Landlord's reasonable satisfaction, all penetrations made by Tenant or its employees to the floor, walls or ceiling of the Premises, whether such penetrations were made with Landlord's approval or not. Tenant shall repair (or replace when the damage cannot be repaired to the reasonable satisfaction of Landlord), all stained or damaged ceiling tiles, movable wall partition panels, counter tops, wall coverings and floor coverings to the reasonable satisfaction of Landlord (for example, damage caused by moly bolts, wall fasteners or other damage to walls). Tenant shall repair all damage caused by Tenant to the exterior surface of the Building and the paved surfaces of the outside areas adjoining the Premises and, where necessary, replace or resurface same. Additionally, Tenant shall, prior to the expiration or sooner termination of this Lease, remove any improvements constructed or installed pursuant to Exhibit "B", or by Tenant, including but not limited to all cabling and wiring, which Landlord requests be so removed by Tenant and repair all damage caused by such removal. If the Premises are not surrendered to Landlord in the condition required by this Paragraph, Landlord may, at Tenant's expense, so remove Tenant's signs, property and/or improvements not so removed and make such repairs and replacements not so made. Tenant shall be liable to Landlord for all costs incurred by Landlord in returning the Premises to the required condition. If any personal property remains, or is left, at the Premises after the expiration or sooner termination of this Lease, then Landlord may, in its sole discretion, sell such personal property upon such terms and conditions as Landlord shall in its sole discretion decide, and shall have all rights to the proceeds from said sale.

Landlord may also discard, or otherwise dispose of such personal property and Landlord shall have no liability to Tenant or any other third party regarding such personal property. Tenant shall reimburse Landlord for any costs incurred in discarding such personal property. No act or thing done by Landlord or its agents during the term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same is made in writing and signed by Landlord.

**2.7 EARLY OCCUPANCY:** If Tenant enters into possession of the Premises prior to the Intended Commencement Date (or permits its contractors to enter the Premises prior to the Intended Commencement Date), unless otherwise agreed in writing by Landlord, the Lease Commencement Date shall be deemed to have occurred on such sooner date, and Tenant shall be obligated to perform all its obligations under this Lease, including the obligation to pay rent at the rate of \$21.50 RSF/per year, from that sooner date to the Intended Commencement Date.

### ARTICLE 3 RENT, LATE CHARGES AND SECURITY DEPOSITS

**3.1 BASE MONTHLY RENT:** Throughout the Term, Tenant shall pay to Landlord, without prior demand or right to setoff, in advance on the first day of each calendar month, as base monthly rent, the amount set forth as "Base Monthly Rent" in Article 1.

**3.2 ADDITIONAL RENT:** Throughout the Term, in addition to the Base Monthly Rent, Tenant shall pay to Landlord as additional rent ("Additional Rent") the following amounts:

A. Tenant's Proportionate Share of all increases in "Building Operating Expenses" (defined in Article 13) over those paid during the "Building Expense Base Year". Payment shall be made by the following method Landlord may deliver to Tenant Landlord's reasonable estimate of the increase in the Building Operating Expenses it anticipates will be paid or incurred for the ensuing calendar year over those paid or incurred during the Building Expense Base Year, and Tenant shall pay its Proportionate Share of the estimated increase in Building Operating Expenses for such year in equal monthly installments during such year with the installments of Base Monthly Rent. Landlord reserves the right to reasonably change from time to time said estimate.

B. Landlord's share of the consideration received by Tenant upon certain assignments and sublettings as required by Article 7; and

C. Any legal fees, costs that Tenant is obligated to pay or reimburse to Landlord and any other charges or reimbursements due Landlord from Tenant pursuant to the terms of this Lease.

D. Notwithstanding the foregoing, in no event shall Tenant's Proportionate Share of the controllable portion of the Project Maintenance Cost which shall be defined as that portion of the Project Maintenance Cost not including utilities, snow removal, property taxes and insurance increase by more than five percent (5%) per year on a compounded cumulative basis

**3.3 YEAR-END ADJUSTMENTS:** On or before April 1st of each calendar year, or as soon as is reasonably possible thereafter, Landlord shall furnish to Tenant a statement setting forth the Building Operating Expenses paid or incurred during the previous calendar year and the Building Operating Expenses paid or incurred during the Building Expense Base Year, and to the extent Tenant shall have paid more than its Proportionate Share of any increases in the Building Operating Expenses for the previous year over those paid or incurred in the Building Expense Base Year, Landlord shall, at its election, (i) credit the amount of such over-payment toward the next ensuing payment(s) of Additional Rent (ii) refund the amount of such over-payment, or (iii) credit the amount to any past due amounts owed by Tenant. If Tenant did not pay its Proportionate Share of any such increases in full, then Tenant shall pay to Landlord the amount of such underpayment within ten (10) days from Landlord's billing. The provisions of this Paragraph shall survive the expiration or sooner termination of this Lease.

**3.4 LATE CHARGE AND INTEREST ON RENT IN DEFAULT:** Tenant acknowledges that the late payment by Tenant of any monthly installment of Base Monthly Rent or any Additional Rent will cause Landlord to incur certain costs and expenses not contemplated under this Lease, the exact amounts of which are difficult or impractical to fix. Such costs and expenses will include, without limitation, administration, collection costs and processing and accounting expenses. Therefore, if any installment of Base Monthly Rent or Additional Rent is not received by Landlord from Tenant within ten (10) days after due, Tenant shall immediately pay a late charge equal the percentage set forth in Article 11.L. "Late Charge Percentage" of the amount not received. Landlord and Tenant agree that this late charge represents a reasonable estimate of compensation to Landlord for its damages. This provision shall not be deemed to grant Tenant a grace period or extension of time to pay any rental installment or prevent Landlord from exercising any right or remedy based on failure to pay each rental installment when due. If any rent is not paid when due then, in addition to such late charge, Tenant shall pay to Landlord interest on any rent that is not so paid from the date due at the interest rate of ten percent (10%) per annum until paid. If there are any amounts owed by Tenant, in addition to current amounts owed, Landlord may allocate any current payments made by Tenant to such past due amounts as Landlord desires in Landlord's sole discretion. Tenant will pay Landlord \$100.00 if Landlord receives a returned check for non-sufficient funds. Tenant will pay Landlord \$150, if Landlord serves Tenant a Demand for Payment of Rent or Possession of Premises.

**3.5 PAYMENT OF RENT:** All rent shall be paid in lawful money of the United States, without any abatement, deduction or offset for any reason whatsoever, to Landlord at such address as Landlord may designate from time to time. Should Tenant make a payment in which the Bank notifies Landlord that there are insufficient funds, or that the account is closed, or should Tenant not make any payment in a timely manner as set forth in Paragraph 3.4. Tenant shall, after written

notice from Landlord, pay all future payments of Rent and any Additional Rent with a money order, cashier's check, or certified funds. In the event that the commencement and/or expiration dates occur on any date other than the first or last day of the month respectively, Tenant's obligation to pay Base Monthly Rent and all Additional Rent shall be prorated to the actual occurrence dates for the month(s) in which the commencement and/or expiration dates of the Lease so occur.

**3.6 PREPAID RENT:** Tenant has paid to Landlord the amount set forth in Article 1 as "First Month's Prepaid Rent" as prepayment of rent against the first installment(s) of Base Monthly Rent due. Tenant has also paid to Landlord the amount set forth in Article 1 as "Last Month's Prepaid Rent" as prepayment of rent against the last installment(s) of Base Monthly Rent due, subject, however, to the provisions of Paragraph 3.7 below.

**3.7 SECURITY DEPOSIT:** Tenant is not required to provide a Security Deposit. This section is intentionally deleted.

#### ARTICLE 4 USE OF LEASED PREMISES AND COMMON AREAS

**4.1 PERMITTED USE:** Tenant shall be entitled to use the Premises solely for the "Permitted Use" as set forth in Article 1 and for no other purpose.

**4.2 GENERAL LIMITATIONS ON USE:** Tenant shall not use the Premises for the display, sale, lease or use of any erotic, salacious or sexually oriented material of any sort as reasonably determined by Landlord. Tenant shall not use the Premises for (i) any drug, alcohol or addiction counseling, (ii) any drug or alcohol testing, or (iii) parole or related monitoring services of individuals with criminal pasts. Tenant shall not do or permit anything to be done in or about the Premises, the Building, the Common Areas or the Project which does or could (i) interfere with the rights of, or annoy, other tenants, their invitees, or occupants of the Building or the Project, including but not limited to (a) interference due to use of wireless or other telecommunication devices, or (b) use of Common Areas for conferences, or meetings. (ii) jeopardize the structural integrity of the Building or any Building or structure in the Project, or (iii) cause damage to any part of the Building or the Project. Tenant shall not operate any equipment within the Premises which does or could (i) injure, vibrate or shake the Premises or the Building, (ii) damage, overload or impair the efficient operation of any electrical, plumbing, heating, ventilating or air conditioning systems within or servicing the Premises or the Building, or (iii) damage or impair the efficient operation of the sprinkler system (if any) within or servicing the Premises or the Building. Tenant shall not install any equipment or antennas on or make any penetrations of the exterior walls or roof of the Building. Tenant shall not have any access to and shall not be allowed on the roof of Building. Tenant shall not affix any equipment to or make any penetrations or cuts in the floor, ceiling or walls of the Premises. Tenant shall not place any loads upon the floors, walls, ceiling or roof systems which could endanger the structural integrity of the Building or damage its floors, foundations or supporting structural components. Tenant shall not place any explosive, flammable or harmful fluids or other waste materials in the drainage systems of the Building or the Project. Tenant shall not drain or discharge any fluids in the landscaped areas or across the paved areas of the Project. Tenant shall not use any area located outside the Premises for the storage or display (including but not limited to, any temporary storage, or display at any time) or sale of its materials, supplies, inventory or equipment, and all such materials, supplies, inventory and equipment shall at all times be stored within the Premises. All noise generated by Tenant's use of the Premises, including, without limitation, music systems and intercom systems, shall be confined or muffled so that it does not interfere with the businesses of or annoy other tenants or their invitees of the Building or the Project. Tenant shall not allow any waste materials to remain within the Premises or in the Common Areas except in (not near or adjacent to) trash containers provided within the Project for that purpose. Tenant shall keep the Premises in a neat, clean, attractive and orderly condition, free of any objectionable noises, odors, dust or nuisances which may disturb the quiet enjoyment of other tenants or occupants of the Building or the Project. Tenant shall not commit nor permit to be committed any waste or any nuisance in or about the Premises, the Common Areas or the Project. Notwithstanding anything to the contrary, if Tenant uses the Premises or Project for storage in violation of this Section 4.2, the Landlord shall, after giving Tenant ten (10) days written notice, have the right, but not obligation, to remove and discard such stored materials, supplies, inventory and equipment at Tenant's cost and Landlord shall have no liability to Tenant for such action.

**4.3 PARKING:** Tenant its employees and invitees shall have the non-exclusive right to use, not more than the number of parking spaces set forth in Article 1 as "Tenant's Number of Parking Spaces." Tenant shall not, at any time, use or permit its employees or invitees to use more parking spaces than the number so allocated to Tenant. Tenant shall not have the exclusive right to use any specific parking space, and Landlord reserves the right to designate from time to time the location of the parking spaces allocated for Tenant's use. In the event Landlord elects or is required by any Law to limit or control parking within the Project, whether by validation of parking tickets or any other method, Tenant agrees to participate in such validation or other program and to cause employees and invitees to so participate. Tenant shall not, at any time, park or permit to be parked, any trucks or vehicles adjacent to entryways or loading areas within the Project so as to interfere in any way with the use of such areas, nor shall Tenant, at any time, park or permit the parking of Tenant's trucks or other vehicles, or the trucks or other vehicles of Tenant's suppliers or others, in any portion of the Common Areas not designated by Landlord for such use by Tenant. Tenant shall not, at any time, park or permit to be parked, any recreational vehicles, inoperative vehicles or equipment on any portion of the common parking area or other Common Areas of the Project. Tenant agrees to assume responsibility for compliance by its employees and invitees with the parking provisions contained herein. If Tenant or its employees park any vehicle within the Project in violation of these provisions, then Landlord may charge Tenant, as Additional Rent, and Tenant agrees to pay as Additional Rent, Fifty Dollars (\$50.00) per day for each day or partial day that each such vehicle is parked in violation. Tenant hereby authorizes Landlord, at Tenant's sole expense, to tow away from the Project and store until redeemed by its owner any vehicle belonging to Tenant or Tenant's employees parked in violation of these provisions.

**4.4 SIGNS:** Tenant shall not place or install on or within the Premises, the Building, the Common Areas or the Project any sign, business identification sign, advertisements, banners, placards or pictures which are visible from the exterior of the Premises ("Sign") without Landlord's prior written approval, and then not until Landlord shall have first approved in writing the location, size, content, design, method of attachment and material to be used in the making of such Sign. Any Signs, once approved by Landlord, shall be installed only in strict compliance with Landlord's approval, at Tenant's expense, using a person or company first approved in writing by Landlord to install such signage. Notwithstanding the foregoing, Tenant's facilities department personnel shall be allowed to install Signs. Landlord may, without any liability for trespass or otherwise, remove any Signs (not first approved all aspects of the Sign and its attachment as stated above in writing by Landlord) and charge to Tenant the cost of such removal, together with any costs incurred by Landlord to repair any damage caused thereby, including any cost incurred to restore the surface upon which such Sign was so affixed to its original condition. Tenant shall remove any such signs, repair any damage caused thereby, and restore the surface upon which the sign was affixed to its original condition, all to Landlord's reasonable satisfaction, upon the termination of this Lease. It shall be solely Tenant's obligation to ensure that all Signs are in compliance with all Laws.

**4.5 COMPLIANCE WITH LAWS AND PRIVATE RESTRICTIONS:** Tenant shall not use or permit any person to use the Premises in any manner that violates any Laws or Private Restrictions. Tenant shall abide by and shall promptly observe and comply with, at its sole cost and expense, all Laws and Private Restrictions respecting the use and occupancy of the Premises, the Building, the Common Areas or the Project and shall defend with competent counsel, indemnify and hold Landlord harmless from any claims, damages or liability including but not limited to, attorneys' fees, court costs and expert witness fees resulting from Tenant's failure to do so. See Additional Provisions 15.8 Indemnification.

**4.6 COMPLIANCE WITH INSURANCE REQUIREMENTS:** Tenant shall not conduct (nor permit any other person to conduct) any activities within the Premises, or store, keep or use anything within the Premises which (i) is prohibited under the terms of any insurance policies carried by Landlord, (ii) could result in the termination of the coverage afforded under any of such policies, (iii) could give to the insurance carrier the right to cancel any of such policies, or (iv) could cause an increase in the rates (over standard rates) charged for the coverage afforded under any of such policies. Tenant shall comply with all requirements of any insurance company, insurance underwriter, or Board of Fire Underwriters which are necessary to maintain, at standard rates, the insurance coverage's carried by either Landlord or Tenant pursuant to this Lease.

**4.7 LANDLORD'S RIGHT TO ENTER:** Landlord and its agents shall have the right to enter the Premises a) at all reasonable times for purposes of supplying janitorial services or any other services to be provided by Landlord to Tenant; b) for performing obligations of Tenant that Tenant has not performed; c) upon reasonable oral notice for the purpose of (i) inspecting the same, (ii) showing the Premises to prospective tenants, purchasers or lenders, (iii) making necessary alterations, additions or repairs, or (iv) posting notices of non-responsibility; or d) without notice in case of belief of emergency. Landlord may so enter the Premises by means of a master key. Notwithstanding the foregoing, Landlord acknowledges that Tenant states that its operations may be disrupted by Landlord's entry into the Premises. Other than in the case of an emergency, Landlord shall make reasonable efforts to provide at least twenty-four (24) hours advance verbal notice to Tenant before entering the Premises and shall cooperate with Tenant to schedule entry so as to minimize disruption to Tenant's operations. Landlord shall have the right to use any means it may deem necessary to enter the Premises in case of an emergency or in the case of a violation of the succeeding sentences. Tenant may not have any additional locks on or in any portion of the Premises, other than the one provided by Landlord, without the prior written consent of Landlord and unless Tenant provides Landlord with a copy of the key to such lock(s). Tenant may not change any lock without the prior written consent of Landlord and unless Tenant provides Landlord with a copy of the key to such lock(s). Tenant may only use a locksmith approved in writing by Owner, which approval may not be unreasonably withheld. Any entry to the Premises obtained by Landlord in accordance with this Paragraph shall not be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof, or a trespass and Landlord shall not be liable for any such entry.

**4.8 CONTROL OF COMMON AREAS:** Landlord shall have exclusive control of the Common Areas. Landlord shall have the right, without it constituting an actual or constructive eviction and without entitling Tenant to any reduction or abatement of rent, to: (i) temporarily close any part of the Common Areas to the extent required in the opinion of Landlord's counsel to prevent a dedication thereof or accrual of any prescriptive rights; (ii) temporarily close all or any part of the Common Areas to perform maintenance or for any other reason deemed sufficient by Landlord; (iii) altering the improvements within the Common Areas including, without limitation, changing the size, location or number of entryways, lobbies, corridors, doors, doorways, stairs, stairways, elevators or restrooms within the Building and/or the driveways, entrances, exits, parking spaces, parking areas, sidewalks, directional or locator signs, or the direction of the flow of traffic within the Project; and (iv) to make additions to, enlarge or reduce the Common Areas including, without limitation, the construction of parking structures. Landlord shall have the right to change the name or address of the Building. Tenant, in its use of the Common Areas, shall keep the Common Areas free and clear of all obstructions created or permitted by Tenant. If, in the opinion of Landlord, Tenant's invitees are using any of the Common Areas not in accordance with this Lease, Tenant shall restrain such use, and shall initiate such appropriate proceedings as may be required to so restrain such use. Nothing contained herein shall affect the right of Landlord at any time to remove any unauthorized person from the Common Areas or to prohibit the use of the Common Areas by unauthorized persons, including, without limitation, the right to prohibit mobile food and beverage vendors, in exercising any such right regarding the Common Areas. Landlord shall make a reasonable effort to reduce any disruption to Tenant's business based on Landlord's rights under this section 4.8.

**4.9 RULES AND REGULATIONS:** Landlord shall have the right from time to time to establish reasonable rules and regulations and/or amendments or additions thereto respecting the use of the Project, the Common Areas, and the Premises for any reason. Upon delivery to Tenant of a copy of such rules and regulations, amendments or additions, Tenant shall comply with such. A violation by Tenant of any of such rules and regulations shall constitute a default by Tenant under this Lease. If there is a conflict between the rules and regulations and any of the provisions of this Lease, the provisions of this Lease shall prevail. Landlord shall not be responsible or liable to Tenant for the violation of such rules and regulations by any other tenant, their invitees or occupants of the Project.

**4.10 ENVIRONMENTAL PROTECTION:** Landlord may voluntarily cooperate in a reasonable manner with the efforts of all governmental agencies in reducing actual or potential environmental damage. Tenant agrees at all times to cooperate fully with Landlord and to abide by all rules and regulations and requirements which Landlord may reasonably prescribe in order to comply with the requirements and recommendations of governmental agencies regulating, or otherwise involved in, the protection of the environment. Tenant shall not be entitled to terminate this Lease or to any reduction in or abatement of rent by reason of such compliance or cooperation referred to in this section.

**4.11 HAZARDOUS SUBSTANCES:** Tenant shall not store highly flammable materials or goods, explosives, perishable foodstuffs, contraband, live animals, (regardless if they emit odors), or materials or goods which emit odors in or upon the Premises. The Tenant covenants that it shall not store, use or possess nor permit the storage of any Hazardous Substance (hereinafter defined) upon the Premises. Hazardous Substance for purposes of this Lease shall mean, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea-formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum based products methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq., Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), or any other similar Law, Rule, Regulation or Statute concerning the protection of the environment (collectively "Environmental Laws") or any other item that Landlord reasonably determines is hazardous or reasonably determines is industrial waste, including but not limited to those items that can not be disposed of lawfully by means of general rubbish or trash removal (that is disposed of without any additional fee, legal requirements or legal liability). Tenant hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and save harmless the Landlord and any of its partners, employees and agents from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time impose upon, incurred by or asserted or awarded against the Landlord, its partners, agents or employees relating to, resulting from or arising out of Tenant's failure to comply with its obligations under the foregoing Paragraph or Tenant's violation of any Environmental Law with respect to its use of the Premises. Notwithstanding any provision contained in this Lease to the contrary, the indemnification provisions set forth in this Paragraph shall survive any expiration and/or termination of this Lease.

**4.12 PROVIDER OF SERVICES:** There may be a provider of telecommunications, satellite, wireless technology, or other similar service in the Building which offers services to tenants of the Building. Landlord makes no warranty, representation, endorsement, or claim regarding said provider, or regarding said services provided by said provider. Tenant's use of said provider is at the sole discretion of Tenant and is not based upon any guarantee, endorsement, warranty or representation of Landlord. Tenant hereby agrees to hold harmless, waive, and release Landlord against any expense, claim, damage, loss, or liability, including but not limited to attorney fees and costs in defense of any action which shall be or may be caused by or arise out of anything done or omitted by such provider of services, and/or regarding said services provided by said provider, and any wireless or other telecommunication systems used by Tenant.

## ARTICLE 5 REPAIRS, MAINTENANCE, SERVICES AND UTILITIES

**5.1 REPAIR AND MAINTENANCE:** Except in the case of damage to or destruction of the Premises, the Building or the Project caused by an Act of God or other peril, in which case the provisions of Article 10 shall control, the parties shall have the following obligations and responsibilities with respect to the repair and maintenance of the Premises, the Building and the Common Areas.

A. Landlord: Landlord shall, at all times during the Term, continuously maintain in good order, condition and repair (i) the exterior and structural parts of the Building (including foundation, load-bearing and exterior walls, sub-flooring and roof); (ii) the Common Areas (including all walkways, driveways, parking areas and landscaped areas within the Project and the common entryways, lobbies, corridors and restrooms within the Building); and (iii) the electrical, mechanical, utility, plumbing, sewage and heating, ventilating and air conditioning systems installed or furnished by Landlord to service the Building, provided that Tenant shall be liable for the cost of such repairs or alterations in the event such is due to the negligence of Tenant, its agents, employees or invitees.

B. Tenant: Tenant shall, at all times during the Term, continuously maintain in good order, condition and repair the Premises and every part thereof and all appurtenances thereto. If Tenant fails to comply with this section B., then Landlord may, but shall not be obligated, to so maintain or repair such items after ten days written notice to Tenant, however no such notice shall be required in the case of potential harm to property or persons, as reasonably determined by Landlord.

**5.2 SERVICES AND UTILITIES:** The parties shall have the following responsibilities and obligations with respect to obtaining and paying the cost of providing the following utilities and other services to the Premises.

A. Landlord: Provided Tenant is not then in default hereunder, Landlord agrees to furnish at the following times the following services:

- 1) At all times, so long as it is available from the appropriate utility company, water in the Common Area restrooms within the Building sufficient for lavatory purposes and at designated locations within the Common Areas to be determined by Landlord sufficient for drinking purposes;
  - 2) At all times, so long as it is available from the appropriate utility company, electric current to the Premises sufficient to provide standard office lighting and to operate the usual types of fractional horsepower office business machines;
  - 3) From 8:00 a.m. to 6:00 p.m. Monday through Friday (excepting generally recognized holidays) and from 8:00 a.m. to 12:00 noon on Saturday, so long as electricity sufficient to operate such system(s) is available from the appropriate utility company, heating, ventilating and air conditioning ("HVAC service") sufficient to heat, ventilate and/or air condition the Premises as required in Landlord's judgment for the comfortable use and occupancy of the Premises during said periods of time for general office use;
  - 4) Daily janitorial service (except on Saturdays, Sundays and generally recognized holidays) for general office use; and
  - 5) Exterior window washing at such times and in such manner as Landlord reasonably determines.
- 6) Tenant acknowledges that Landlord is not responsible for the security of the Premises, Building, or Project, or the protection of Tenant's property, employees, invitees or contractors, regardless if Landlord provides security services or not.
- 7) Landlord shall manage and maintain the Project in a commercially reasonable manner consistent with same-class buildings in the Denver metropolitan area.

B. Tenant: Tenant shall be liable for and pay for all other utilities or services (i.e. utilities and services other than those which Landlord has expressly agreed in writing to provide) which may be utilized or required by Tenant or based upon its use of the Premises, such as telephone, internet access, security protection for the Premises and/or waste disposal services in excess of normal janitorial services provided by Landlord or other janitorial services and supplies in excess of normal janitorial services provided by Landlord. If Tenant shall require water, electric current and/or HVAC service in excess of that furnished or supplied by Landlord, Tenant shall first procure the written consent of Landlord and shall make satisfactory arrangements with Landlord for the supply of same and for the payment by Tenant of all costs for such excess usage (as said costs are defined in Subparagraph C below). Any expense due that is incurred by Landlord shall be paid within twenty days of written notice to Tenant.

C. Excess Usage: If Landlord reasonably determines that Tenant is using water, electric or HVAC service (including but not limited to increase due to excess heat generating equipment) in excess of the amount agreed to be provided by Landlord pursuant to Subparagraph A above, or if, in Landlord's reasonable determination, Tenant's use of electric current after normal business hours as such hours are stated in 5.2 A. 3), or if, in Landlord's reasonable determination, any such excess usage causes additional wear and tear on any Building or Project infrastructure, system or improvement, then Landlord at its election may (i) periodically charge Tenant, as Additional Rent, a sum equal to Landlord's estimate of the cost of Tenant's excess usage of such utility service and/or the reasonable depreciation of such Building or Project infrastructure, system or improvement as reasonably determined by Landlord, or (ii) install (or require Tenant to install) at Tenant's sole cost, a separate meter to measure the utility service supplied to the Premises and, based upon readings of such meters, charge Tenant, as Additional Rent, a sum equal to Landlord's estimate of the cost of such excess usage. In the event Landlord shall install such a separate meter, Tenant shall pay to Landlord upon demand, (said demand may be prior to and a condition of the performance of such work); the costs incurred by Landlord in purchasing, installing and subsequently maintaining such meters. The cost of Tenant's excess usage shall include any costs to Landlord in keeping account of such usage and all governmental fees, public charges or the like attributable to or based upon such usage (e.g. sewer use fees which are based upon water usage) to the extent of such excess usage. Tenant agrees to pay to Landlord, within ten (10) days of billing therefore, the costs for all such excess water, electric current and/or HVAC service used, as so estimated by Landlord.

**5.3 RENT REDUCTION OR ABATEMENT:** Tenant shall not be entitled to terminate this Lease nor be entitled to any reduction in or abatement of rent by reason of (i) Landlord's failure to perform any maintenance or repairs to the Project, or (ii) any failure, interruption, rationing or other curtailment in the supply of water, electric current, gas or other utility service to the Premises, the Building or the Project or (iii) the unauthorized intrusion or entry into the Premises by third parties (other than Landlord). Tenant's remedies shall be limited to those stated in Paragraph 12.3. In addition, Landlord may voluntarily cooperate in a reasonable manner with the efforts of all governmental agencies or utility suppliers in reducing energy or other resource consumption within the Project. Tenant shall not be entitled to terminate this Lease or to any reduction in or abatement of rent by reason of such compliance or cooperation. Tenant agrees at all times to cooperate fully with Landlord and to abide by all reasonable rules established by Landlord (i) in order to maximize the efficient operation of the electrical, heating, ventilating and air conditioning systems and all other energy or other resource consumption systems within the Project and/or (ii) in order to comply with the requirements and recommendations of utility suppliers and governmental agencies regulating the consumption of energy and/or other resources.

Notwithstanding the forgoing, if there is a failure, interruption, or other curtailment in the supply of water, electric current, gas, or other utility service to the Premises that is not due to any act or omission of Tenant, and (a) Tenant gives Landlord three (3) business days notice to cure such, (b) it is in Landlord's reasonable control to cure such, and (c) Landlord does not (i) either so cure such within such three (3) business day period or (ii) take reasonable efforts to so cure such within such three (3) business day period, then Tenant's Basic Monthly and Additional rent shall be abated or reduced, as the case may be, based upon reduction in use of the Premises based upon such failure interruption, or other curtailment.

## ARTICLE 6 ALTERATIONS AND IMPROVEMENTS



**6.1 BY TENANT:** Tenant shall not make any alterations, modifications or construction of improvement to or in or about the Premises ("Alterations") without Landlord's prior written approval, and then not until Landlord shall have first approved in writing the plans and specifications thereof. All such Alterations, once so approved, shall be made, constructed or installed by Tenant at Tenant's expense, using a licensed contractor first approved by Landlord in writing in strict compliance with the Landlord-approved plans and specifications thereof. Landlord acknowledges that Tenant manages a significant portfolio of commercial facilities and as such has qualified personnel capable of providing these types of services. All work undertaken by Tenant shall be done in accordance with all Laws, and in a good and workmanlike manner using new materials of good quality. Tenant shall not commence the making of any such Alterations until (i) all required governmental approvals and permits shall have been obtained, (ii) all requirements regarding insurance imposed by this Lease have been satisfied, (iii) Tenant shall have given Landlord at least seven (7) business days prior written notice of its intention to commence such work so that Landlord may post and file Notices of Non-Responsibility, and (iv) if requested by Landlord, Tenant shall have obtained contingent liability and broad form builder's risk insurance in an amount satisfactory to Landlord to cover any perils relating to the proposed work not covered by insurance carried by Tenant pursuant to Article 9, and/or Tenant shall provide Landlord with proof that its contractor has such insurance as Landlord may reasonably require. In no event shall Tenant make any modifications, alterations or improvements to the Common Areas or any areas outside of the Premises. Alterations shall include, without limitation, the installation of additional electrical outlets, overhead lighting fixtures, drains, sinks, partitions, doorways, or the like. In the event that Tenant receives Landlord's prior written approval to commence any Alterations, which approval or disapproval shall be in Landlord's sole and subjective discretion, then, as a condition precedent to Tenant's commencing such Alterations, Tenant shall submit to Landlord the following items: (i) all architectural, engineering, construction and/or design drawings, plans, specifications, studies, reports, (ii) an original signed copy of the contract between Tenant and all contractors, subcontractors, materialmen or suppliers together with copies of any and all subcontracts and supply contracts relating to the Alterations; (iii) an executed indemnification from Tenant's general contractor in a form reasonably acceptable to Landlord (iv) originally signed lien waivers from all subcontractors and materialmen or suppliers for all work done and/or material supplied in connection with the Alterations and (v) an originally signed general release of liens from Tenant's general contractor in a form reasonably acceptable to Landlord. Upon completion of the Alterations, Tenant shall submit to Landlord: (i) a certification from Tenant's general contractor and, if requested by Landlord, from Tenant's architect, certifying that each has inspected the Premises not more than five (5) days prior to the date of the certification and that the Alterations have been constructed in good and workmanlike manner and in substantial accordance with the Plans and Specifications and with the requirements of the governmental authorities having jurisdiction or control over same, and that all materials for which payment has been made by Tenant have been delivered to and have been incorporated into the Premises; and (ii) final unconditional certificate(s) of occupancy, or the equivalent issued by the applicable governmental authority.

**6.2 OWNERSHIP OF IMPROVEMENTS:** All Alterations made or added to the Premises by Tenant (other than Tenant's inventory, equipment, movable furniture, wall decorations and trade fixtures) shall be deemed real property and a part of the Premises, but shall remain the property of Tenant during the Term. Any such Alterations, once completed, shall not be altered or removed from the Premises during the Term without Landlord's prior written approval. At the expiration or sooner termination of this Lease, all such modifications, alterations and improvements (other than Tenant's inventory, equipment, movable furniture, wall decorations and trade fixtures) shall automatically become the property of Landlord and shall be surrendered to Landlord as a part of the Premises as required pursuant to Article 2, unless Landlord shall require Tenant to remove any of such Alterations in accordance with the provisions of Article 2, in which case Tenant shall so remove same. If Tenant does not so remove any of such Alterations, then Landlord shall have all the rights stated in 2.6 above. All lighting, plumbing, electrical, heating, ventilating and air conditioning fixtures, partitioning, window coverings, wall coverings and floor coverings installed by Tenant shall be deemed improvements to the Premises and not trade fixtures of Tenant.

**6.3 ALTERATIONS REQUIRED BY LAW:** Subject to sections 6.1 and 6.2, Tenant shall make all modifications, alterations and improvements to the Premises, at its sole cost, that are required by any Law because of (i) Tenant's use or occupancy of the Premises, (ii) Tenant's application for any permit or governmental approval, or (iii) Tenant's making of any modifications, alterations or improvements to or within the Premises. If Landlord shall, at any time during the Term, be required by any governmental authority to make any modifications, alterations or improvements to the Building, Common Areas or the Project, the cost incurred by Landlord in making such modifications, alterations or improvements, including an eighteen percent (18%) per annum cost of money factor, shall be amortized by Landlord over the useful life of such modifications, alterations or improvements, as determined in accordance with generally accepted accounting standards, and the monthly amortized cost of such modifications, alterations and improvements as so amortized shall be considered a Project Maintenance Cost. However if such modifications, alterations or improvements to the Building, Common Areas or the Project are required based upon (i) through (iii) in the first sentence of this 6.3, then Tenant shall be liable to Landlord for the cost of such.

**6.4 LIENS:** Tenant will not suffer or permit any mechanic's, laborer's or materialman's lien to be filed against the Land, Building, or Premises, or any part thereof, by reason of work, labor services or materials supplied or claimed to have been supplied to Tenant; and if any such lien shall at any time be filed, Tenant, within ten (10) days after notice of the filing thereof, shall cause it to be discharged of record by payment, bond, or as otherwise provided by Law. This obligation shall survive any termination of the Lease. If Tenant shall fail to so discharge the lien, then in addition to any other right or remedy, Owner may, but shall not be obligated to, discharge it either by paying the amount claimed to be due, by bonding or other proceedings. Owner may also at any time require the Tenant to post a bond with an entity satisfactory to Owner in an amount one and one-half (1.5) times the amount of the lien. If Tenant shall not immediately make such payment upon the request of Owner, Owner may make said payment in the amount so paid together with interest thereon from the date of payment and all legal costs and charges, including attorney fees incurred by Owner in connection with said payment shall

be deemed Additional Rent and shall be payable on the next date on which a Base Rental installment is due. Any amount so paid by Owner, plus all of Owner's costs and expenses associated therewith, shall be paid by Tenant to Owner on demand, with interest thereon at the Reimbursement Interest Rate from the due date until paid.

## ARTICLE 7 ASSIGNMENT AND SUBLETTING BY TENANT

**7.1 TENANT:** Tenant shall not sublet the Premises (or any portion thereof) or assign or encumber its interest in this Lease, whether voluntarily or by operation of Law, without Landlord's prior written consent first obtained in accordance with the provisions of this Article 7. Any attempted subletting, assignment or encumbrance without Landlord's prior written consent, at Landlord's election, shall constitute a default by Tenant under the terms of this Lease. The acceptance of rent by Landlord from any person or entity other than Tenant, or the acceptance of rent by Landlord from Tenant with knowledge of a violation of the provisions of this Paragraph, shall not be deemed to be a waiver by Landlord of any provision of this Article or to be a consent to any subletting by Tenant or any assignment or encumbrance.

**7.2 MERGER OR REORGANIZATION:** If Tenant is a partnership, a withdrawal or change, voluntary, involuntary or by operation of Law, of any general partner, or the dissolution of the partnership, shall be deemed a voluntary assignment of Tenant's interest in this Lease. If Tenant is a corporation, limited liability or other entity, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer in the aggregate over the Term of a controlling percentage of the capital stock or interest of Tenant, shall be deemed a voluntary assignment of Tenant's interest in this Lease. The phrase "controlling percentage" means the ownership (legal or beneficial) of and the right to vote stock or ownership interest possessing more than twenty five (25%) percent of the total combined voting power of all ownership interest in Tenant. If Tenant is a partnership and a general partner is a corporation, partnership or a limited liability company, then any dissolution, merger, consolidation, or other reorganization of the general partner or the sale or other transfer in the aggregate over the Term of more than 25% of the capital stock or interest of the general partner shall be deemed to be a voluntary assignment of Tenant's interest in this Lease.

**7.3 LANDLORD'S ELECTION:** If Tenant shall desire to assign its interest under this Lease or to sublet all or any portion of the Premises, Tenant must first notify Landlord, in writing, of its intent, at least (90) ninety days in advance of the date it intends to so assign or sublet but not sooner than one hundred eighty (180) days in advance of such date, specifying in detail the terms of such proposed assignment or subletting, including the name of the proposed assignee or sublessee, the proposed assignee's or sublessee's intended use of the Premises, a current Financial Statement of such proposed assignee or sublessee, the proposed form of documents to be used in effectuating such assignment or subletting, and a nonrefundable processing fee of \$750 made payable to Landlord or its agent. Landlord shall have a period of thirty (30) days following receipt of such notice within which to do one of the following: (a) cancel and terminate this Lease effective as of the intended subletting or assignment date set forth in Tenant's notice, or (b) if Landlord shall not have elected to cancel and terminate this Lease, to either (i) consent to such requested assignment or subletting subject to Tenant's compliance with the conditions set forth in Paragraph 7.4 below, or (ii) refuse, in Landlord's sole and absolute discretion, to so consent to such requested assignment or subletting. Within ten (10) days of Tenant's notification to Landlord as stated in first sentence of this Paragraph 7.3, Tenant covenants and agrees to supply to Landlord, (i) two years income tax returns; (ii) balance sheets and profit and loss statements prepared by CPAs; (iii) banking references of the proposed transferee; (iv) resume of the business background experience of proposed transferee; (v) business and personal references for the proposed transferee; and (vi) resume of all principals, and any other relevant information which Landlord may reasonably request respecting such proposed assignment or subletting and/or the proposed assignee or sublessee.

**7.4 CONDITIONS TO LANDLORD'S CONSENT:** If Landlord elects to consent, or shall have been ordered to so consent by a court of competent jurisdiction, to such requested assignment, subletting or encumbrance, such consent shall be expressly conditioned upon the occurrence of each of the conditions below set forth, and any purported assignment, subletting or encumbrance made or ordered prior to the full and complete satisfaction of each of the following conditions shall be void and, at the election of Landlord, which election may be exercised at any time following such a purported assignment, subletting or encumbrance but prior to the satisfaction of each of the stated conditions, shall constitute a default by Tenant under this Lease. The conditions are as follows:

A. Landlord having approved in form and substance the assignment or sublease agreement (or the encumbrance agreement). Such sublease agreement shall contain a clause stating that if Tenant is in default under this Lease, then upon notice from Landlord to the subtenant, subtenant shall and is authorized by Tenant, to pay to Landlord, any amounts subtenant owes to Tenant. Such payment of monies from subtenant to Landlord shall not be deemed to create a Landlord and Tenant relationship between subtenant and Landlord.

B. Each such sublessee or assignee having agreed, in writing satisfactory to Landlord and its counsel and for the benefit of Landlord, to assume, to be bound by, and to perform the obligations of this Lease to be performed by Tenant (or, in the case of an encumbrance, each such encumbrancer having similarly agreed to assume, be bound by and to perform Tenant's obligations upon a foreclosure or transfer in lieu thereof).

C. Tenant having fully and completely performed all of its obligations under the terms of this Lease through and including the date of such assignment of subletting.

D. In addition to the processing fee referred to above, Tenant having reimbursed to Landlord all reasonable costs and attorney's fees incurred by Landlord in conjunction with the processing and documentation of any such requested subletting, assignment or encumbrance. If for any reason the sublease, assignment or encumbrance is not completed, Tenant shall still owe Landlord all reasonable costs and attorney's fees incurred by Landlord in conjunction with the

processing and documentation.

E. Tenant having delivered to Landlord a complete and fully executed duplicate original of such sublease agreement, assignment agreement or encumbrance (as applicable) and all related agreements.

F. Tenant having paid, or having agreed in writing to pay as to future payments, to Landlord one-hundred percent (100%) of all assignment consideration or excess rentals to be paid to Tenant or to any others on Tenant's behalf or for Tenant's benefit for such assignment or subletting.

G. Base Monthly Rent under the assignment or sublease to be at the current prevailing market rate.

H. If Landlord does not consent to such requested assignment or subletting and Tenant believes that such refusal to consent is a default under this Lease, then Tenant shall be entitled to petition a court of competent jurisdiction to determine that such refusal is a default under this Lease. If Tenant prevails, Landlord shall be required to consent to said sublease or assignment. This shall be Tenant's sole remedy. Tenant shall not be entitled to any damages based upon such default.

**7.5 ASSIGNMENT CONSIDERATION AND EXCESS RENTAL DEFINED:** The term "assignment consideration" shall mean all consideration to be paid by the assignee to Tenant or to any other on Tenant's behalf or for Tenant's benefit as consideration for such assignment, less any commissions paid by Tenant to a licensed real estate broker for arranging such assignment (not to exceed the prevailing rates), and the term "excess rentals" shall mean all consideration to be paid by the sublessee to Tenant or to any other on Tenant's behalf or for Tenant's benefit for the sublease of the Premises in excess of the rent due Landlord under the terms of this Lease for the same period, less any commissions paid by Tenant to a licensed real estate broker for arranging such sublease (not to exceed the prevailing rates). Tenant agrees that the portion of any assignment consideration and/or excess rentals arising from any assignment or subletting by Tenant which is to be paid to Landlord pursuant to this Article now is and shall then be the property of Landlord and not the property of Tenant.

**7.6 GOOD FAITH:** The rights granted to Tenant by this Article are granted in consideration of Tenant's express covenant that all pertinent allocations which are made by Tenant between the rental value of the Premises, this Lease and the value of any of Tenant's personal property which may be conveyed or leased generally concurrently with and which may reasonably be considered a part of the same transaction as the permitted assignment or subletting shall be made fairly, honestly and in good faith. If Tenant shall breach this Covenant of Good Faith, Landlord may immediately declare Tenant to be in default under the terms of this Lease and terminate this Lease and/or exercise any other rights and remedies Landlord would have under the terms of this Lease in the case of a material default by Tenant under this Lease. All payments required by this Article to be made to Landlord shall be made in cash in full as and when they become due. At the time Tenant, Tenant's assignee or sublessee makes each such payment to Landlord, Tenant, Tenant's assignee or sublessee, as the case may be, shall deliver to Landlord an itemized statement in reasonable detail showing the method by which the amount due Landlord was calculated and certified by the party making such payment as true and correct.

**7.7 EFFECT OF LANDLORD'S CONSENT:** No subletting, assignment or encumbrance, even with the consent of Landlord, shall relieve Tenant of its obligation to pay rent and to perform all of the other obligations to be performed by Tenant. Consent by Landlord to one or more assignments or encumbrances of Tenant's interest in this Lease or to one or more sublettings of the Premises shall not be deemed to be a consent to any subsequent assignment, encumbrance or subletting.

## ARTICLE 8 LIMITATION ON LANDLORD'S LIABILITY AND INDEMNITY

**8.1 LIMITATION ON LANDLORD'S LIABILITY AND RELEASE:** Except for Landlord's active negligence or willful misconduct, Landlord shall not be liable to Tenant for, and Tenant hereby releases Landlord, its principals, partners, agents, contractors, successors and officers from, any and all liability, whether in contract, tort, or on any other basis, for any injury to or damage sustained by Tenant, its agents, employees, contractors or invitees; or any damage to Tenant's or such person's or entity's property; resulting from or attributable to the condition of, the management of, the maintenance of, or the protection of the Premises, the Building, the Project or the Common Areas, or any act or omission of the Landlord, its partners, agents, successors, or officers, including but not limited to, without limitation, any such injury, damage or loss resulting from (except as stated in 5.3 above): (i) the failure, interruption, rationing or other curtailment or cessation in the supply of electricity, electrical current, water, gas or other utility service to the Project, the Building or the Premises from whatever cause; (ii) the vandalism or forcible entry into the Building or the Premises by third parties; the failure of any mechanical systems to function properly (such as the HVAC systems); Landlord's failure to perform an obligation expressly undertaken pursuant to this Lease unless the requirements of section 12.3 LANDLORD'S DEFAULT AND TENANT'S REMEDIES have been complied with by Tenant. (iii) the penetration of water into or onto any portion of the Premises through roof leaks, frozen, cut or burst pipes, or otherwise; (iv) the failure to provide security and/or adequate lighting in or about the Project, the Building or the Premises; (v) the existence of any design or construction defects within the Project, the Building or the Premises; (vi) the failure of any mechanical systems to function properly (such as the HVAC systems); (vii) the blockage of access to any portion of the Project, the Building or the Premises; or (viii) Landlord's failure to perform an obligation expressly undertaken pursuant to this Lease unless the requirements of section 12.3 LANDLORD'S DEFAULT AND TENANT'S REMEDIES have been complied with by Tenant. Tenant warrants, for the benefit of Landlord, that Tenant has the power to release fully all claims and to discharge all liabilities of Landlord as and to the extent set forth in this Paragraph. Landlord shall not be liable for any damages arising from, nor shall Landlord be deemed to have constructively evicted Tenant based on any act, neglect or default of any other tenant, if any, within the Project or within the Building.

**8.2 TENANT'S INDEMNIFICATION OF LANDLORD:** Tenant shall defend any claims made or legal actions filed or threatened by third parties against Landlord with respect to the violation of any Law or the death, bodily injury, personal

injury, damage to property or interference with a contractual or property right suffered by any third party (including other tenants within the Project) which (i) occurred within the Premises or (ii) resulted directly or indirectly from Tenant's or invitees use or occupancy of the Premises, Project, Building or the Common Areas or (iii) resulted from Tenant's activities in or about the Premises, the Building or the Project, (including but not limited to resulting from food, products or articles sold) and Tenant shall indemnify and hold Landlord, Landlord's principals, employees and agents harmless from any loss (liability, penalties, or expense whatsoever (including any legal fees incurred by Landlord with respect to defending such claims) resulting therefrom, except to the extent proximately caused by the willful misconduct of Landlord. This provision shall survive the termination of this Lease.

**8.3 LANDLORD'S INDEMNIFICATION OF TENANT:** Landlord shall defend any claims made or legal actions filed or threatened by third parties against Tenant with respect to the death, bodily injury, personal injury, damage to property suffered by any third party resulted solely from Landlord's activities in or about the Building or the Project (but not including the Premises), and Landlord shall indemnify and hold Tenant, Tenant's principals and employees harmless from any loss, liability, penalties, or expense whatsoever (including any legal or arbitration fees incurred by such claims) resulting therefrom, except to the extent proximately caused by the negligence or misconduct of Tenant, its agents, invitees, employees or contractors. This indemnity agreement shall survive the termination of this Lease.

## ARTICLE 9 INSURANCE

**9.1 TENANT'S INSURANCE:** Tenant shall maintain insurance complying with all of the following:

A. Tenant shall procure, pay for and keep in full force and effect, at all times during the Term, the following:

(1) Commercial General Liability Insurance insuring Tenant against liability for bodily injury, death, property damage and personal injury occurring at the Premises, or resulting from Tenant's use or occupancy of the Premises, Project, Building, Property, or Common Areas or resulting from Tenant's activities or products in or about the Premises. Such insurance shall be on an occurrence basis with limits of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The policy or policies shall be endorsed to name Landlord, the property manager, and their principals, officers, directors, employees, partners, members, agents contractor's and/or assigns and such others as are designated by Landlord as additional insureds in the form equivalent to CG 20 11 11 85 or its equivalent as reasonably determined by Landlord, and shall contain the following additional endorsement: The insurance afforded to the additional insureds is primary insurance. If the additional insureds have other insurance which is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance carried by the additional insureds shall be excess and non-contributing with the insurance provided by the Tenant. The policy shall not be canceled, changed or coverage reduced without at least thirty (30) days written notice to additional insureds.

(2) Property Damage Insurance in so-called Special Form flood coverage insuring Tenant against loss from physical damage to Tenant's personal property including but not limited to any tenant improvements that Tenant has an interest in, inventory, stock, trade fixtures and improvements within and at or around the Premises (including but not limited to the common areas) with coverage for the full actual replacement cost thereof; and

(3) Intentionally deleted;

(4) Intentionally deleted;

(5) Intentionally deleted;

(6) Intentionally deleted;

(7) Intentionally deleted;

(8) Intentionally deleted;

(9) Intentionally deleted;

(10) Employers Liability Insurance in an amount not less than \$1,000,000.00 per accident, \$1,000,000.00 disease each employee, \$1,000,000.00 policy limit.

B. All insurance policies required to be carried by Tenant pursuant to this Article or actually carried by Tenant with respect to the Premises, Project, Building, Property, or Common Areas, (i) shall be provided by carriers admitted to do business in the state of Colorado with a Best rating of "A/VF" or better and/or acceptable to Landlord. Property insurance shall contain a waiver of subrogation against Landlord, its principal, employees, agents and contractors which might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its principals, employees, agents or contractors.

C. Prior to the time Tenant or any of its contractors enter the Premises, Tenant shall deliver to the Landlord with respect to each policy of insurance required to be carried by Tenant pursuant to this Article, a certificate of the insurer certifying, that the policy has been issued and premium paid providing the coverage required by this Article and containing the provisions herein. Attached to such a certificate shall be endorsements naming Landlord as additional insured, and including the wording for primary insurance above.

D. The Commercial General Liability insurance carried by Tenant shall specifically insure the performance by Tenant of the indemnification provisions set forth in Article 8.2 of this Lease provided, however, nothing contained in this Article 9 shall be construed to limit the liability of Tenant under the indemnification provisions set forth in said Article 8.2.

**9.2 LANDLORD'S INSURANCE:** With respect to insurance maintained by Landlord:

A. Landlord may maintain Property Insurance in so-called Special Form insuring Landlord (and such others as Landlord may designate) against loss from physical damage to the Building with coverage of not less than one hundred percent (100%) of the full actual replacement cost thereof and against loss of rents for a period of not less than twelve (12) months. Such Property Damage Insurance, at Landlord's election but without any requirement on Landlord's behalf to do so, (i) may be written in so-called Special Form, excluding only those perils commonly excluded from such coverage by

Landlord's then property damage insurer; (ii) may provide coverage for physical damage to the improvements so insured for up to the entire full actual replacement cost thereof; (iii) may be endorsed to include or separate policies may be carried to cover loss or damage caused by any additional perils against which Landlord may elect to insure, including flood and/or earthquake; (iv) may provide coverage for loss of rents for a period of up to twelve (12) months; and/or (v) may contain "deductibles" per occurrence in an amount reasonably acceptable to Landlord. Landlord shall not be required to cause such insurance to cover any of Tenant's personal property, inventory and trade fixtures, or any modifications, alterations or improvements made or constructed by Tenant to or within the Premises.

B. Landlord may maintain Commercial General Liability Insurance insuring Landlord (and such others as are designated by Landlord) against liability for personal injury, bodily injury, death, and damage to property occurring in, on or about, or resulting from the use or occupancy of the Property, or any portion thereof, with combined single limit coverage of at least One Million Dollars (\$1,000,000.00). Landlord may carry such greater coverage as Landlord or Landlord's Lender, insurance broker or advisor or counsel may from time to time determine is reasonably necessary for the adequate protection of Landlord and the Property.

C. Landlord may maintain any other insurance that in the opinion of its insurance broker or advisor or legal counsel is prudent to carry under the given circumstances.

**9.3 MUTUAL WAIVER OF SUBROGATION:** Landlord hereby releases Tenant, and Tenant hereby releases Landlord and its respective principals, officers, agents, employees and servants, from any and all liability for loss, damage or injury to the property of the other in or about the Premises or the Property which is caused by or results from a peril or event or happening which would be covered by insurance required to be carried by the party sustaining such loss under the terms of this Lease, or is covered by insurance actually carried and in force at the time of the loss, by the party sustaining such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss, and to the extent such insurance is not prejudiced thereby.

## ARTICLE 10 DAMAGE TO LEASED PREMISES

**10.1 LANDLORD'S DUTY TO RESTORE:** If the Premises are damaged by any peril after the Effective Date, Landlord shall restore the Premises, pursuant to this Paragraph, unless this Lease is terminated by Landlord pursuant to Paragraph 10.2. All insurance proceeds available from the fire and property damage insurance carried by Landlord shall be paid to and become the property of Landlord. Whether or not this Lease is terminated pursuant to Paragraph 10.2 or otherwise, all insurance proceeds available from insurance carried by Tenant which covers loss to property that is Landlord's property or would become Landlord's property on termination of this Lease shall be paid to and become the property of Landlord, and the remainder of such proceeds shall be paid to and become the property of the Tenant. However, such payment to Tenant shall be deemed to be paid in trust in order to replace with similar property of no less value. If this Lease is not so terminated, then upon receipt of the insurance proceeds (if the loss is covered by insurance) and the issuance of all necessary governmental permits, Landlord shall commence and prosecute to completion the restoration of the Premises, to the extent then allowed by Law, to substantially the same condition in which the Premises existed as of the Lease Commencement Date or to a commercially reasonable condition determined in Landlord's discretion. Landlord's obligation to restore shall be limited to the Premises and interior improvements constructed by Landlord. Landlord shall have no obligation to restore any other improvements to the Premises or any of Tenant's personal property, inventory or trade fixtures. Upon completion of the restoration by Landlord, Tenant shall forthwith replace or fully repair all of Tenant's personal property, inventory, trade fixtures and other improvements constructed by Tenant to like or similar condition as existed at the time of such damage or destruction.

**10.2 LANDLORD'S RIGHT TO TERMINATE:** Landlord shall have the option to terminate this Lease in the event any of the following occurs, which option may be exercised by delivery to Tenant of a written notice of election to terminate within ninety (90) days after the date of such damage or destruction which 90 day period may be delayed by Landlord based upon lack of any settlement, finalization of a claim against the Landlord's and/or Tenant's insurance company, or receipt of insurance proceeds:

A. The Building is damaged by any peril covered by valid and collectible insurance actually carried by Landlord and in force at the time of such damage or destruction (an "insured peril") to such an extent that the estimated cost to restore the Building, in Landlord's determination, exceeds the lesser of (i) the insurance proceeds available and paid from insurance actually carried by Landlord, (ii) seventy-five percent (75%) of the then actual replacement cost thereof, or (iii) the estimated fair market value of the Building upon completion as determined by Landlord;

B. The Building is damaged by a peril that was uninsured; or

C. The Building is damaged by any peril and, because of the Laws then in force, the Building (i) cannot be restored at reasonable cost as required by Paragraph 10.1 above, or (ii) if restored, cannot be used for the same use being made thereof before such damage, whether or not restored as required by this Article.

**10.3 ABATEMENT OF RENT:** In the event of damage due to peril to the Premises which does not result in the termination of this Lease, the Base Monthly Rent (and any Additional Rent) shall be temporarily abated during the period of restoration for the portion of the Premises unable to be used by Tenant, unless the peril is due to the acts or omissions of Tenant. This shall be the sole reason for which Tenant shall be entitled to an abatement of rent.

## ARTICLE 11 CONDEMNATION

**11.1 LANDLORD'S RIGHT TO TERMINATE:** Subject to Paragraph 11.3, Landlord shall have the option to terminate this Lease if, as a result of a taking by means of the exercise of the power of eminent domain (including inverse condemnation and/or a voluntary sale or transfer by Landlord to an entity having the power of eminent domain under threat of condemnation) "Taking", (i) all or any part of the Premises is so taken, (ii) more than thirty-three and one-third (33%) percent of the Building's leasable area is so taken, (iii) more than thirty-three and one-third (33%) percent of the Common Area is so taken, or (iv) because of the Laws then in force, the Premises may not be used for the same use being made thereof before such taking, whether or not restored as required by Paragraph 11.4 below. Any such option to terminate by Landlord must be exercisable within a reasonable period of time, to be effective as of the date possession is taken by the condemnor.

**11.2 TENANT'S RIGHT TO TERMINATE:** Subject to Paragraph 11.3, Tenant shall have the option to terminate this Lease if, as a result of any Taking, (i) all of the Premises is so taken, (ii) thirty-three and one-third (33%) percent or more of the Premises is so taken and the part of the Premises that remains cannot, within a reasonable period of time, be made reasonably suitable for the continued operation of the Tenant's business, or (iii) there is a taking of a portion of the Common Area and, as a result of such taking, Landlord cannot provide parking spaces within the Project (or within a reasonable distance therefrom) equal in number to at least sixty-six and two-thirds (66%) percent of Tenant's Number of Parking Spaces (as adjusted for any decrease in the size of the Premises), whether by rearrangement of the remaining parking areas in the Common Area (including, if Landlord elects, construction of multi-deck parking structures or re-striping for compact cars where permitted by Law), or by providing alternative parking facilities on other land within reasonable walking distance of the Premises. Tenant must exercise such option within a reasonable period of time, to be effective on the later to occur of (i) the date that possession of that portion of the Common Area or the Premises that is condemned is taken by the condemnor or (ii) the date Tenant vacates the Premises.

**11.3 TEMPORARY TAKING:** Notwithstanding the above, if any portion of the Premises (not any other portion of the Project) is temporarily taken for two (2) months or less, this Lease shall remain in effect. If any portion of the Premises is temporarily taken for a period which either exceeds two (2) months or which extends beyond the natural expiration of the Term, then Landlord and Tenant shall each independently have the option to terminate this Lease, effective on the date possession is taken by the condemnor.

**11.4 RESTORATION AND ABATEMENT OF RENT:** If any part of the Premises is taken by condemnation and this Lease is not terminated, then Landlord shall repair any damage occasioned thereby to the remainder of the Premises to a condition reasonably suitable for Tenant's continued operations and otherwise, to the extent practicable, in the manner and to the extent provided in Paragraph 10.1. As of the date possession is taken by the condemning authority, (i) the Base Monthly Rent shall be reduced in the same proportion that the area of that part of the Premises so taken (less any addition to the area of the Premises by reason of any reconstruction) bears to the areas of the Premises immediately prior to such taking, and (ii) Tenant's Proportionate Share shall be appropriately adjusted.

**11.5 DIVISION OF CONDEMNATION AWARD:** In the event of condemnation, any award made for any condemnation of the Project, the Building, the Common Areas or the Premises, or any portion thereof, shall belong to and be paid to Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any such award; provided, however, that Tenant shall be entitled to receive compensation for (i) the taking of personal property, inventory or trade fixtures belonging to Tenant, (ii) the interruption of Tenant's business or its moving costs, or (iii) loss of Tenant's goodwill; provided that no award to Tenant shall reduce Landlord's award. Landlord may stipulate with any condemning authority for a judgment or settlement of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this clause shall be deemed to be the date agreed to under the terms of said agreement for stipulation or settlement.

## ARTICLE 12 DEFAULT AND REMEDIES

**12.1 EVENTS OF TENANT'S DEFAULT:** Tenant shall be in default of its obligations under this Lease if any of the following events occur:

- A. Tenant shall have failed to pay Base Monthly Rent or any Additional Rent when due; or
- B. Tenant shall have failed to perform any term, covenant or condition of this Lease, except those requiring the payment of Base Monthly Rent or Additional Rent and those stated below, within ten (10) days after written notice from Landlord to Tenant specifying the nature of such failure and requesting Tenant to perform same. Notwithstanding the above, if Tenant has so conformed to the terms and the conditions of this Lease after said ten (10) days notice, then Tenant shall not be entitled to an additional cure period for the same type of failure to perform (including but not limited to violation of use of Common Areas, violation of Use, interference or annoyance with other tenants) and Tenant shall be deemed to be in default of its obligations under this Lease with no further notice from Landlord, based upon such same type of failure to perform. Notwithstanding the above, if any failure to perform any term, covenant or condition of this Lease potentially causes harm to persons or property, then Landlord shall be under no obligation to provide Tenant with any notice to cure and Tenant shall be deemed to be in default of its obligations under this Lease with no notice from Landlord; or
- C. Tenant shall have violated the provisions contained in Article 7, whether voluntarily or by operation of Law; or
- D. Tenant shall have abandoned, vacated the Premises or not continuously done business in the Premises; or
- E. Tenant or any Guarantor of this Lease shall have made a general assignment of all or a substantial part of its assets for the benefit of its creditors, permitted or suffered the attachment of, or execution on, or the appointment of a custodian or receiver with respect to, all or any substantial part of the property or assets of Tenant (or such Guarantor) or any property or

asset essential to the conduct of Tenant's (or such Guarantor's) business, and Tenant (or such Guarantor) shall have failed to obtain a return or release of the same within thirty (30) days thereafter, or prior to sale pursuant to such attachment or levy, whichever is earlier; or

F. Tenant or any Guarantor of this Lease shall have allowed (or sought) to have entered against it a decree or order which: (i) grants or constitutes an order for relief, appointment of a trustee, or confirmation of a reorganization plan under the bankruptcy Laws of the United States; (ii) approves as properly filed a petition seeking liquidation or reorganization under said Bankruptcy Laws or any other debtor's relief Law or similar Statute of the United States or any state thereof; or Tenant or any Guarantor of this Lease shall have availed itself of the protection of any debtor's relief Law, moratorium Law or other similar Law which does not require the prior entry of a decree or order.

G. Tenant shall be in violation of paragraphs 4.10, 4.11, 13.3, 13.6 or 13.14.

**12.2 LANDLORD'S REMEDIES:** In the event of any default by Tenant, and without limiting Landlord's rights to indemnification as provided in Article 8.2, Landlord shall have the following remedies, in addition to all other rights and remedies provided by Law or otherwise provided in this Lease, to which Landlord may resort cumulatively, or in the alternative:

A. Landlord may, at Landlord's election, keep this Lease in effect and enforce, by an action at Law or in equity, all of its rights and remedies under this Lease including, without limitation, (i) the right to recover the rent and other sums as they become due by appropriate legal action, including damages under D. 2) below, (ii) the right to make payments required of Tenant, and (iii) the remedies of injunctive relief and specific performance to prevent Tenant from violating the terms of this Lease and/or perform Tenant's obligations and be reimbursed by Tenant for the cost thereof with interest as stated in paragraph 3.4.

B. Landlord may, at Landlord's election, terminate this Lease by giving Tenant written notice of termination, to terminate on the date set forth in such notice. Any termination under this Subparagraph shall not relieve Tenant from its obligation to pay to Landlord all Base Monthly Rent or Additional Rent then or thereafter due, or any other sums due or thereafter accruing to Landlord, or from any claim against Tenant for damages previously accrued or then or thereafter accruing. In no event shall any action whatsoever by Landlord, in the absence of a written election by Landlord to terminate this Lease, constitute a termination of this Lease.

C. In the event Tenant breaches this Lease and abandons the Premises, Landlord may terminate this Lease, but this Lease shall not terminate unless Landlord gives Tenant written notice of termination. No act by or on behalf of Landlord intended to mitigate the adverse effect of such breach, shall constitute a termination of Tenant's right to possession unless Landlord gives Tenant written notice of termination. If Landlord does not terminate this Lease by giving written notice of termination, Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent as it becomes due under this Lease and all damages under D. 2) below.

D. Whether or not Landlord terminates this Lease, Landlord shall be entitled, at Landlord's election, to any and all damages sustained by Landlord. Such damages shall include, without limitation:

1) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided, computed by discounting such amount at the discount rate of the Federal Reserve Bank of Denver at the time of award plus one (1%) percent; and  
2) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom, including, without limitation, the following: (i) expenses for cleaning, repairing or restoring the Premises; (ii) expenses for removal of existing leasehold improvements; (iii) broker's fees, advertising costs and other expenses of reletting the Premises; (iv) costs of carrying the Premises, such as taxes, insurance premiums, utility charges and security precautions; (v) expenses incurred in removing, disposing of and/or storing any of Tenant's personal property, inventory or trade fixtures remaining therein; (vi) attorneys fees, expert witness fees, court costs and other reasonable expenses incurred by Landlord (but not limited to taxable costs) in retaking possession of the Premises, establishing damages hereunder or in the enforcement or collection of any damages or order, and re-leasing the Premises.

E. Landlord may, with or without notice, have the right to enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages thereof. No reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of termination is given to Tenant.

F. Notwithstanding any other provision of this Lease, regardless of Landlord's termination of the Lease, Tenant shall remain liable for all rent and other sums due pursuant to the Lease as they become due, even if such amounts become due after the termination of the Lease.

G. Bankruptcy Assurances: Landlord and Tenant understand that, notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the Bankruptcy Code of the United States (or other Bankruptcy Laws) may have certain rights to assume or assign this Lease. Landlord and Tenant further understand that in any event Landlord is entitled under the Bankruptcy Code (or other Bankruptcy Laws) to adequate assurances of future performance of the terms and provisions of this Lease. For purposes of any such assumption or assignment, the parties here to agree that the term "adequate assurance" shall include at least the following: (i) In order to assure Landlord that the proposed assignee will have the resources with which to pay the Rent, any proposed assignee must have demonstrated to Landlord's satisfaction a net worth (as defined in accordance with generally accepted accounting principles consistently applied) at least as great as the net worth of Tenant on the Commencement Date, increased by ten percent (10%) for each year from the Commencement Date through the date of the proposed assignment. The financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease. (ii) Any proposed assignee must have been engaged in the business conducted by Tenant in the Premises, allowable pursuant to the Permitted Use, for at least five (5) years prior to any such proposed assignment. (iii) Any proposed assignee must agree to use the Premises only for the Permitted Use. In entering into this Lease, Landlord considered extensively the Permitted Use and determined that such Permitted Use would add substantially to Landlord's tenant balance and that were it not for Tenant's agreement to use the Premises only for the



Permitted Use, Landlord would not have entered into this Lease. Landlord's overall operation will be substantially impaired if the trustee in bankruptcy or any assignee of this Lease makes any use of the Premises other than the Permitted Use.

**12.3 LANDLORD'S DEFAULT AND TENANT'S REMEDIES:** In the event Landlord fails to perform any of its obligations under this Lease, Landlord shall nevertheless not be in default under the terms of this Lease until such time as Tenant shall have first given Landlord written notice specifying the nature of such failure to perform its obligations, and then only after Landlord and the first mortgagee (if applicable pursuant to 13.5) shall have had a reasonable period of time following its receipt of such notice within which to perform such obligations. In the event of Landlord's default as above set forth, then, and only then, Tenant may proceed in equity or at Law to compel Landlord to perform its obligations and/or to recover damages proximately caused by such failure to perform (except as and to the extent Tenant has waived its right to damages as provided in this Lease).

**12.4 LIMITATION ON TENANT'S RECOURSE AND DAMAGES:** In the event of any liability of Landlord arising out of or in connection with this Lease, Tenant or any third party shall only have recourse to Landlord's interest in the Building and Project, and only as if there were a first deed of trust or mortgage securing the Building and Project in the amount of sixty percent (60%) of the fair market value of the Building and Project. In no event shall any personal liability be asserted against Landlord in connection with any such claim nor shall any recourse be had to any other property or assets of Landlord. No property owned by any member, partner or other owner of Landlord, or any of their or Landlord's employees, officers, directors, shareholders, members or partners, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant in connection with any such claim. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable to Tenant or any third party on account of any claims for lost business or profits or any indirect or consequential losses or damages or any punitive damages.

#### **ARTICLE 13 GENERAL PROVISIONS**

**13.1 TAXES ON TENANT'S PROPERTY:** Tenant shall pay before delinquency any and all taxes, assessments, license fees, use fees, permit fees and public charges of whatever nature assessed or imposed against Tenant or Landlord by a governmental agency in any manner arising out Tenant's estate in this Lease, its ownership of property, improvements made by Tenant, or by Landlord for Tenant's use within the Premises, Tenant's use (or estimated use) of public facilities or services or Tenant's consumption (or estimated consumption) of public utilities, energy, water or other resources. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. If any such taxes, or public charges are levied against Landlord, Landlord's property, the Building or the Project, or if the assessed value of the Building or the Project is increased by the inclusion therein of a value placed upon same, then Landlord, after written notice to Tenant, shall have the right, regardless of the validity thereof, to pay such taxes, or public charges and bill Tenant, as Additional Rent, the amount of such taxes, or public charges so paid. Tenant shall, within ten (10) days from the date it receives an invoice from Landlord setting forth the amount of such taxes, or public charges, pay to Landlord, as Additional Rent, the amount set forth in said invoice. Failure by Tenant to pay the amount so invoiced within said ten (10) day period shall be conclusively deemed a default by Tenant under this Lease. Tenant shall have the right, and with Landlord's full cooperation if Tenant is not then in default under the terms of this Lease, to bring suit in any court of competent jurisdiction to recover from the taxing authority the amount of any such taxes, or public charges so paid.

**13.2 HOLDING OVER:** This Lease shall terminate without further notice at the expiration of the Term and Landlord may immediately commence eviction proceedings. Any holding over by Tenant after expiration of the Term shall neither constitute a renewal nor extension of this Lease nor give Tenant any rights in or to the Premises except as expressly provided in this Paragraph. Any such holding over shall be deemed an unlawful detainer of the Premises. Any such holding over to which Landlord has not immediately initiated eviction proceedings shall be construed to be a tenancy from month to month, on the same terms and conditions herein specified insofar as applicable, except that the Base Monthly Rent shall be increased to an amount equal to one hundred fifty (150%) percent of the Base Monthly Rent payable during the last full month immediately preceding such holding over.

**13.3 SUBORDINATION TO MORTGAGES:** This Lease and all rights of Tenant are subject and subordinate to any existing or future first deed of trust, first mortgage, or other first instrument of security and at Landlord's option, this Lease and all rights of Tenant shall be subject and subordinate to any existing or future junior deed of trust, junior mortgage or other junior instrument of security, as well as to any ground lease or primary lease that now or hereafter covers all or any part of the Building or project, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision is self-operative and no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon ten days notice, at any time or times execute, acknowledge and deliver to Landlord or to the holder of any mortgage or lessor in any underlying Lease any and all instruments and certificates that in the judgment of owner, holder or lessor may be necessary or desirable to confirm or evidence such subordination.

**13.4 TENANT'S ATTORNMENT UPON FORECLOSURE:** Tenant shall, upon request, attorn (i) to any purchaser of the Building at any foreclosure sale or private sale conducted pursuant to any security instrument encumbering the Building, or (ii) to any grantee or transferee designated in any deed given in lieu of foreclosure of any security interest encumbering the Building, or (iii) to the lessor under any underlying ground lease of the land underlying the Building, should such ground lease be terminated; provided that such purchaser, grantee or lessor recognizes Tenant's rights under

this Lease. Tenant, upon demand at any time or times, before or after any such foreclosure, sale or termination, shall execute, acknowledge and deliver to holder or lessor any and all instruments that in the judgment of holder or lessor may be necessary or desirable to confirm or evidence such attainment and Tenant hereby irrevocably authorizes holder or lessor to execute, acknowledge and deliver any such instruments on Tenant's behalf.

**13.5 MORTGAGEE PROTECTION:** In the event of any default on the part of Landlord, Tenant will give notice by registered mail to any Lender or lessor under any underlying ground lease who shall have requested in writing to Tenant that it be provided with such notice, and Tenant shall offer such Lender or lessor a reasonable opportunity to cure the default, including time to obtain possession of the Premises by power of sale or judicial foreclosure or other appropriate legal proceedings if reasonably necessary to effect a cure.

**13.6 ESTOPPEL CERTIFICATES:** Tenant will, following any request by Landlord, within fifteen (15) days after Landlord's request execute and deliver to Landlord an estoppel certificate (i) certifying that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification, (ii) stating the date to which the rent and other charges are paid in advance, if any, (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iv) certifying such other information about this Lease as may be reasonably requested by Landlord. Tenant's failure to so execute and deliver such estoppel certificate shall be a default, and Landlord shall have all of its available rights and remedies, including the right to sue for damages proximately caused thereby, it being agreed and understood by Tenant that Tenant's failure to so deliver such estoppel certificate in a timely manner could result in Landlord being unable to perform committed obligations to other third parties which were made by Landlord in reliance upon this covenant of Tenant and/or could cause Landlord to lose its financing or its sale commitment. If Tenant fails to execute and deliver such estoppel certificate within fifteen (15) days after Landlord's request, in addition to such act being a default by Tenant, all facts stated in such estoppel certificate given to Tenant to execute shall be deemed to be true.

**13.7 TENANT'S FINANCIAL INFORMATION:** Tenant shall, within ten (10) days after Landlord's request, deliver to Landlord a copy of a current financial statement and any other information reasonably requested by Landlord regarding Tenant's financial condition. Landlord shall be entitled to disclose such statements and other information to its Lender, to any present or prospective principal of or investor in Landlord, or to any prospective lender or purchaser. Any such financial statement or other information which is marked "confidential" or "company secrets" (or is otherwise similarly marked by Tenant) shall be confidential and shall not be disclosed by Landlord to any third party except as specifically provided in this Paragraph, unless the same becomes a part of the public domain without the fault of Landlord.

**13.8 TRANSFER BY LANDLORD:** Landlord and its successors in interest shall have the right to transfer their interest in the Building, the Project, or any portion thereof. In such event, Landlord originally named (and in the case of any subsequent transfer, the transferor), from the date of such transfer, (i) shall be relieved, without any further act by any person or entity, of all liability for the performance of the obligations of the Landlord which may accrue after the date of such transfer, and (ii) shall be relieved of all liability for the performance of the obligations of the Landlord hereunder which have accrued before the date of transfer if its transferee agrees to assume and perform all such prior obligations. After the date of any such transfer, the term "Landlord" as used herein shall mean the transferee of such interest in the Building, Project, or any portion thereof.

**13.9 FORCE MAJEURE:** The obligations of each of the parties under this Lease (other than the obligation to pay Rent, Additional Rent and any other monies due under the Lease by Tenant) shall be temporarily excused if such party is prevented or delayed in performing such obligation by reason of any strikes, lockouts or labor disputes; inability to obtain labor, materials, fuels or reasonable substitutes therefore; governmental restrictions, regulations, controls, action or inaction; civil commotion; inclement weather, fire or other acts of God; or other causes (except financial inability) beyond the reasonable control of the party obligated to perform for a period equal to the period of any such prevention, delay or stoppage.

**13.10 NOTICES:** Any notice required or desired to be given by a party regarding this Lease shall be in writing and shall be personally served, or in lieu of personal service may be given by depositing such notice in the United States mail, registered or certified, postage prepaid, addressed to the other party as follows:

- A. If addressed to Landlord, to Landlord at its Address for Notices (as set forth in Article 1).
- B. If addressed to Tenant, to Tenant at its Address for Notices (as set forth in Article 1).

Any notice given by registered mail shall be deemed to have been given on the third business day after its deposit in the United States Mail. Any notice given by certified mail shall be deemed given on the date receipt was acknowledged to the postal authorities, but in no event more than three days after deposit with the postal authorities. Any notice given by mail other than registered or certified mail shall be deemed given on the third business day after its deposit in the United States Mail provided that a copy of the notice is provided by fax (unless no fax number has been provided by Tenant), otherwise on the date of receipt. Each party may, by written notice to the other in the manner aforesaid, change the address to which notices addressed to it shall thereafter be mailed.

**13.11 ATTORNEY'S FEES:** In the event any party shall bring any action or legal proceeding alleging a breach of any provision of this Lease, or in any manner determine the rights or duties hereunder of either party, the prevailing party shall be entitled to recover from the non-prevailing party as a part of such action or proceeding, or in a separate action (brought within one year from the determination of such proceeding), reasonable attorney's fees, expert witness fees, court costs and other reasonable expenses incurred by the prevailing party.

**13.12 WAIVER OF TRIAL BY JURY:** To the extent such waiver is permitted by applicable Law, Landlord and Tenant

waive trial by jury in any action or proceeding brought in connection with this Lease or the Premises.

**13.13 DEFINITIONS:** In addition to the terms defined in Article 1, the following terms shall have the following meanings:

**A. REAL PROPERTY TAXES:** The term "Real Property Tax(es)" shall each mean (i) all taxes, assessments, levies and other charges of any kind or nature whatsoever, general and special, foreseen and unforeseen (including all installments of principal and interest required to pay any general or special assessments for public improvements and any increases resulting from reassessments caused by any change in ownership or new construction), now or hereafter imposed by any governmental or quasi-governmental authority or special district having the direct or indirect power to tax or levy assessments, which are levied or assessed for whatever reason against the Project or any portion thereof, or Landlord's interest therein, or the fixtures, equipment and other property of Landlord that is part of the Project, or Landlord's business of owning, leasing or managing the Project or the gross receipts, income or rentals from the Project; (ii) all charges, levies or fees imposed by any governmental authority against Landlord by reason of or based upon the use of or number of parking spaces within the Project, the amount of public services or public utilities used or consumed (e.g. water, gas, electricity, sewage or surface water disposal) at the Project, the number of persons employed by tenants of the Project, the size (whether measured in area volume, number of tenants or whatever) or the value of the Project, or the type of use or uses conducted within the Project; and (iii) all costs and fees (including attorney's fees) incurred by Landlord in contesting any Real Property Tax and in negotiating with public authorities as to any Real Property Tax. If, at any time during the Term, the taxation or assessment of the Project prevailing as of the Effective Date shall be altered so that in lieu of or in addition to any Real Property Tax described above there shall be levied, assessed or imposed (whether by reason of a change in the method of taxation or assessment, creation of a new tax or charge, or any other cause) an alternate, substitute, or additional tax or charge on any item referred to above, then any such tax or charge, however designated, shall be included within the meaning of the terms "Real Property Tax" for purposes of this Lease. If any Real Property Tax is partly based upon property or rents unrelated to the Project, then only that part of such Real Property Tax that is fairly allocable to the Project shall be included within the meaning of the terms "Real Property Tax". Notwithstanding the foregoing, the terms "Real Property Tax" shall not include estate, inheritance, transfer, gift or franchise taxes of Landlord or the federal or state income tax imposed on Landlord's income from all sources.

**B. LANDLORD'S INSURANCE COSTS:** The term "Landlord's Insurance Costs" shall mean the costs to Landlord to carry and maintain the policies of fire and property damage insurance for the Project and general liability insurance carried by Landlord pursuant to Article 9 or otherwise, together with any deductible amounts paid by Landlord upon the occurrence of any insured casualty or loss.

**C. PROJECT MAINTENANCE COSTS:** The term "Project Maintenance Costs" shall mean all costs and expenses (except Landlord's Insurance Costs and Real Property Taxes) paid or incurred by Landlord, in any manner whatsoever, in protecting, operating, maintaining, repairing, replacing and preserving the Project, Building and all parts thereof, including without limitation, (i) the amortizing portion of any costs incurred by Landlord in the making of any modifications, alterations or improvements required by any governmental authority, except those that are required to be paid and are paid by a Tenant pursuant to Article 6, which are so amortized during the Term, and the depreciation or amortization of any capital improvements made or installed for the purpose of saving labor or otherwise reducing applicable operating costs, and (ii) such other costs as may be paid or incurred with respect to operating, managing, constructing, maintaining, repairing, replacing and preserving the Project, such as repairing, resurfacing, or replacing the exterior surfaces of the Buildings (including roofs), repairing, replacing or resurfacing paved areas, repairing structural parts of the Building, and repairing or replacing, when necessary, electrical, plumbing, heating, ventilating and air conditioning and other systems serving the Buildings. The total amounts paid or payable, whether by Landlord or otherwise on behalf of Landlord, in connection with the ownership, management, maintenance, repair and operating of the Building, including by way of illustration and not a limitation, and without limiting the generality of the foregoing, the aggregate of the amounts paid or payable for: a) all electricity furnished to the Building except those amounts paid directly by Tenant or tenants; b) the amount paid or payable for all water furnished to the Building other than those amounts paid directly by Tenant or tenants; c) labor and or wages and other payments made by Landlord in the operation, maintenance and repair of the Building, including, without limitation, the cost to Landlord of workman's compensation and disability insurance, payroll taxes, and contributions to any social security, unemployment insurance, welfare, pension or similar fund and payments for other fringe benefits made to or on behalf of all employees of Landlord performing services rendered in connection with the operation and maintenance of the Building, including, without limitation, porters, janitors, handymen, watchmen, persons engaged in patrolling and protection of the Building, carpenters, engineers, mechanics, electricians, plumbers, building manager, clerical and administrative personnel, contractors, subcontractors (it is understood that Landlord is under no obligation to have employed any or all of such above-referred to employees); d) the total charges of any independent contractors employed in the repair, care, operation, maintenance and cleaning of the Building and total charge of property management fees; e) the cost of replacements for tools and equipment used in the operation and maintenance of the Building, including without limitation electric light bulbs, tubes and ballasts used in connection with the Project and parking lots; f) the cost of telephone service, postage, office supplies, maintenance and repair of office equipment and similar costs related to operation of the Building and manager's office (whether in the Building or not); g) the cost of licenses, permits and similar fees and charges related to the operation, repair and maintenance of the Building; h) the cost of maintenance of parking areas and driveways, including, but not limited to cleaning, snow removal, repaving, relining and repainting; i) cleaning cost for the Building, including the windows, sidewalks, all snow removal (including separate contracts therefore) and the cost of all labor, supplies, equipment and materials incidental thereto; j) the cost of decorating (including but not limited to artwork), repainting or otherwise maintaining, repairing or replacing the interior common area and exterior of the Building; k) the cost of auditing fees necessarily incurred in connection with the maintenance and operation of the Building and accounting fees incurred in connection with the preparation and certification of the Building operating expenses; l) fees for legal, inspection, accounting and consulting services; m) all costs incurred by Landlord to retrofit any portion or all of the Building to comply with change in existing legislation or introduction of new legislation, whether federal, state or municipal, state, county or municipal (including any agency or arm of said governmental unit); n)

the cost of repairs, replacements and improvements which are appropriate for the continued operation of the Building; o) all expenses associated with the installation of any energy, cost or labor saving devices; p) costs of all landscaping, including but not limited to maintenance of irrigation systems; q) costs of any security guards or security; r) any and all other expenditures of Landlord in connection with the operation, repair or maintenance of a Building which are properly expensed in accordance with generally accepted accounting principles consistently applied with respect to the operation and repair and maintenance of comparable buildings in the Metro Denver Area and s) annual reserves to be used for any of the above future capital improvements, structural repairs and replacements, and any other major items which will be calculated each year in such reasonable amounts as Landlord may determine in its reasonable discretion. The above enumeration of any Project Maintenance Cost shall not create any obligation (expressed or implied) on the part of Landlord to furnish such service. Landlord may amortize any of the above costs in a reasonable manner. Landlord has the exclusive right to delay commencement of the amortized costs of any individual item to a later year. Landlord's determination of the amortization and determination of such delay shall be final and binding upon Tenant unless made in bad faith. If in the event any costs are partially attributable to any real estate that is not in the Project, then the Landlord shall make a reasonable allocation of the Project Maintenance Costs between the Project and any other real estate. Landlord's determination of such shall be final and binding upon Tenant unless made in bad faith. Notwithstanding the foregoing, Project Maintenance Costs shall not include those items identified on Exhibit "F".

D. **READY FOR OCCUPANCY:** The term "Ready For Occupancy" shall mean the date upon which (i) the Premises are available for Tenant's occupancy in a clean condition and (ii) the improvements, if any, to be made to the Premises by Landlord prior to Tenant's occupancy have been substantially completed and the appropriate governmental building department (i.e. the City building department, if the Project is located within a City, or otherwise the County building department) shall have approved the construction of the improvements as complete, if required, or is willing to so approve the construction of the improvements as complete subject only to compliance with specified conditions which are the responsibility of Tenant to satisfy.

E. **TENANT'S PROPORTIONATE SHARE:** The term "Tenant's Proportionate Share" or "Tenant's Share," as used with respect to an item pertaining to the Building or Project, shall each mean that percentage obtained by dividing the rentable square footage contained within the Premises (as set forth in Article 1) by the total rentable square footage contained within the Project as the same from time to time exists, unless, as to any given item, such a percentage allocation unfairly burdens or benefits a given tenant(s) or Landlord, in which case Landlord shall have the exclusive right to equitably allocate such item so as to not unfairly burden or benefit any given tenant(s) or Landlord. Landlord's determination of any such special allocation shall be final and binding upon Tenant unless made in bad faith. As stated above and as stated in 1.1.U, Tenant's Proportionate Share may change as reasonably determined by Landlord

F. **BUILDING'S SHARE:** The term "Building's Share" shall each mean that percentage which is obtained by dividing the gross square footage contained within the Building by the gross square footage contained within all Buildings located within the Project, unless, as to any given item, such a percentage allocation unfairly burdens or benefits a given Building(s) or Landlord, in which case Landlord shall have the exclusive right to equitably allocate such item so as to not unfairly burden or benefit any given Building(s) or Landlord. Landlord's determination of any such special allocation shall be final and binding upon Tenant unless made in bad faith.

G. **BUILDING OPERATING EXPENSES:** The term "Building Operating Expenses" shall mean and include the Building's Share of all Real Property Taxes, plus the Building's Share of all Landlord's Insurance Costs, plus the Building's Share of all Project Maintenance Costs.

H. **LAW:** The term "Law" shall mean any judicial decision and any statute including but not limited to the American Disabilities Act, constitution, ordinance, building code, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other governmental agency or authority having jurisdiction over the parties to this Lease, the Premises, the Building or the Project, or any of them in effect either at the Effective Date or at any time during the Term, including, without limitation, any regulation, order, or policy of any quasi-official entity or body (e.g. a board of fire examiners or a public utility or special district).

I. **LENDER:** The term "Lender" shall mean any beneficiary, mortgagee, secured party, or other holder of any deed of trust, mortgage or other written security device or agreement affecting the Project, and the note or other obligations secured by it.

J. **PRIVATE RESTRICTIONS:** The term "Private Restrictions" shall mean all recorded covenants, conditions and restrictions, private agreements, easements, and any other recorded instruments affecting the use of the Project, as they may exist from time to time.

K. **RENT:** The term "Rent" shall mean collectively Base Monthly Rent and all Additional Rent and all other amounts due from Tenant hereunder.

**13.14 SUBSTITUTION OF PREMISES:** Landlord shall have the right upon not less than sixty (60) days written notice to Tenant to substitute other premises within the Building for the Premises subject to the same terms and conditions as though originally leased to Tenant at the time of execution and delivery of this Lease as it may have been amended; provided, however, that the substituted premises shall contain at least ninety five percent and not more than twenty per cent of the square footage of the original Premises, all without any increase in the then rental rate, however there shall be an increase or decrease of the Base Monthly Rent (not rental rate) and Tenant's Proportionate Share based upon increase or decrease in rentable square footage. Landlord agrees to pay all reasonable moving expenses of Tenant, including the reasonable removal and replacement costs of Tenant improvements incidental to such substitution of premises, as well as costs associated with reconfiguring phone and data networks and costs for reprinting stationary and other printed materials containing the original address of the Premises, but in no event shall Landlord be liable to pay more than \$3,000.00 for the total costs associated with reconfiguring phone and data networks and costs for reprinting stationary and other printed materials containing the original address of the Premises. In addition to the not less than thirty (30) days notice referred to above, Landlord shall provide Tenant with a notice of the exact date when the substitution of premises shall occur, no less than ten (10) days prior to said substitution date.

**13.15 ACCORD AND SATISFACTION:** No payment by Tenant or receipt by Landlord of a lesser amount than the

Rent herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

**13.16 GENERAL WAIVERS:** One party's consent to or approval of any act by the other party requiring the first party's consent or approval shall not be deemed to waive or render unnecessary the first party's consent to or approval of any subsequent similar act by the other party. No waiver of any provision hereof or any breach of any provision hereof shall be effective unless in writing and signed by the waiving party. The receipt by Landlord of any rent or payment with or without knowledge of the breach of any other provision hereof shall not be deemed a waiver of any such breach. No waiver of any provision of this Lease shall be deemed a continuing waiver unless such waiver specifically states so in writing and is signed by both Landlord and Tenant. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach by the other party under this Lease shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any provision of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other provisions herein contained.

**13.16** Intentionally deleted.

**13.18 REVIEW OF RECORDS:** Tenant shall have a period of ninety (90) days after Landlord has furnished Tenant a statement setting forth the Building Operating Expenses paid or incurred during the previous calendar year or during the Building Expense Base Year, as applicable, to examine and audit Landlord's records, and an additional thirty (30) days to dispute Landlord's determination of Building Operating Expenses by giving written notice of specific disputes within such thirty (30) day period. Tenant shall have no other right to audit Landlord's books and records. If Tenant does not so dispute the Building Operating Expenses for such year within such thirty (30) day period, the Tenant waives and releases Landlord from any claim regarding Building Operating Expenses for said year. The results of the audit shall be kept confidential by the parties and Tenant may not share the results of the audit with any person or entity.

**13.19 DISTRRAINT/SECURITY INTEREST:** Intentionally deleted.

**13.20 MOLD AND MOISTURE:** It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Emphasis is properly placed on prevention of moisture and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, climate control, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) for mold prevention. Tenant has first inspected the Premises and Building and certifies that, although not all molds are detectable by visual inspection, it has not observed mold, mildew or moisture within the Premises or Building. In addition Tenant certifies that it has had the opportunity to have independent environmental professionals perform necessary mold testing in the Premises and Building at Tenant's expense. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations. Tenant releases Landlord from any liability for any personal injury or damages to property or business caused by or associated with moisture or the growth of or occurrence of mold or mildew on or in the Premises or the Building, except for the willful and wanton misconduct of Landlord. In addition, Tenant shall perform the following moisture and mold prevention obligations.

**Moisture and Mold Control Obligations.** It is important for Tenant to know that exercising proper climate control, ventilation and moisture control precautions will help maintain Tenant's comfort and prevent mold growth in the Premises. Tenant shall adopt and implement the following guidelines, to avoid developing excessive moisture or mold growth.

1. Report any maintenance or other problems involving water, moist conditions, or mold to the Landlord promptly and conduct its required activities in a manner which prevents unusual moisture conditions or mold growth.
2. Do not block or inhibit the flow of return or make-up air into the HVAC system. Maintain the Premises at a consistent temperature and humidity level in accordance with the Landlord's instructions, if any.

**13.21 MISCELLANEOUS:** Should any provision of this Lease prove to be invalid or illegal, such invalidity or illegality shall in no way affect, impair or invalidate any other provisions hereof, and such remaining provisions shall remain in full force and effect. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor. Any copy of this Lease which is executed by the parties shall be deemed an original for all purposes. This Lease shall, subject to the provisions regarding assignment, apply to and bind the respective heirs, successors, executors, administrators and assigns of Landlord and Tenant. The term "party" shall mean Landlord or Tenant as the context implies. If Tenant consists of more than one person or entity, then all members of Tenant shall be jointly and severally liable hereunder. This Lease shall be construed and enforced in accordance with the Laws of Colorado, with venue for any dispute in Adams County, Colorado. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant. The captions used in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof. When the context of this Lease requires, the neuter gender includes the masculine, the feminine, a partnership or corporation or joint venture, and the singular includes the plural. The terms "must," "shall," "will," and "agree" are mandatory. The term "may" is permissive. When a party is required to do something by this Lease, it shall do so at its sole cost and expense without right of reimbursement from the other party unless specific provision is made therefore. Where Tenant is obligated not to perform any act or is not permitted to perform any act, Tenant is also obligated to restrain any others reasonably within its control, including agents, invitees, contractors, subcontractors and employees, from performing said act. Landlord shall not become or be deemed a partner or a joint venturer with Tenant by reason of any of the provisions of this Lease. In the event Tenant is in default of the payment of any Rent pursuant to this Lease, then at any

time thereafter (regardless of whether such default is cured), Tenant shall provide to Landlord, upon Landlord's written request, a certified statement of financial condition. The term "day" or "days" shall be calendar days unless otherwise specifically provided.

**13.22 USA PATRIOT ACT AND ANTI-TERRORISM LAWS:** Tenant represents and warrants to, and covenants with, Landlord that neither Tenant nor any of its respective constituent owners or affiliates currently are, or shall be at any time during the Term, in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"). Tenant covenants with Landlord that neither Tenant nor any of its respective constituent owners or affiliates is or shall be during the Term a "Prohibited Person," which is defined as follows: (i) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom Landlord is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including without limitation the Executive Order and the USA Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Section 3(d) of the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eofac/ofac/sdn/t11sdn.pdf>, at any replacement website or other replacement official publication of such list; and (vi) a person or entity who is affiliated with a person or entity listed in items (i) through (v), above. At any time and from time-to-time during the Term Tenant shall deliver to Landlord, within ten (10) days after receipt of a written request therefore, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with this Section 13.22.

**ARTICLE 14  
CORPORATE AUTHORITY  
BROKERS AND ENTIRE AGREEMENT**

**14.1 CORPORATE OR ENTITY AUTHORITY:** If Tenant is a corporation or other entity (including but not limited to a limited liability company or trust), each individual executing this Lease on behalf of said entity warrants that Tenant is validly formed and duly authorized and existing, that Tenant is qualified to do business in the Colorado, that Tenant has the full right and legal authority to enter into this Lease, that the individual(s) is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the appropriate entity documents and/or an appropriate resolution of Tenant or other valid and legally binding documentation of the Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of the resolution of its board of directors, or other resolution of the entity reasonably acceptable to Landlord, authorizing or ratifying the execution of this Lease, and if Tenant fails to do so, Landlord at its sole election may elect to, (i) extend the Intended Commencement Date by such number of days that Tenant shall have delayed in so delivering such corporate resolution to Landlord or (ii) terminate this Lease. Each individual executing this Lease on behalf of said entity represents and warrants that there is no parent or subsidiary of Tenant except as stated in a writing provided to Landlord at the time of execution of this Lease by Tenant. Each individual executing this Lease on behalf of said corporation or entity represents and warrants that the Tenant will not fraudulently convey any assets of Tenant so as to hinder, delay or avoid any rights of Landlord. In addition if any individual executing this Lease on behalf of said corporation or entity, makes a warranty or representation above that is not true, then said individual shall be personally liable to Landlord under this Lease for all amounts owed Landlord under this Lease. These warranties, representations and guarantees are of importance to Landlord and are material to Landlord entering into this Lease.

**14.2 BROKERAGE COMMISSIONS:** Tenant warrants that it has not had any dealings with any real estate broker(s), leasing agent(s), finder(s) or salesmen, other than those persons or entities named in Article 1 as the "Brokers" with respect to the lease by it of the Premises, and that it will indemnify, defend with competent counsel, and hold Landlord harmless from any liability for the payment of any real estate brokerage commissions, leasing commissions or finder's fees claimed by any other real estate broker(s), leasing agent(s), finder(s) or salesmen to be earned or due and payable by reason of Tenant's agreement (implied or otherwise) to pay (or have Landlord pay) such a commission or finder's fee by reason of its leasing the Premises.

**14.3 ENTIRE AGREEMENT:** This Lease, the Exhibits (as described in Article 1) and the Addenda (as described in Article 1), constitute the entire agreement between the parties, and there are no other agreements, understandings or representations between the parties relating to the Lease by Landlord of the Premises to Tenant, except as expressed herein. No subsequent changes, modifications or additions to this Lease shall be binding upon the parties unless in writing and signed by both Landlord and Tenant. Tenant acknowledges that neither Landlord nor any of its agents made any representations or warranties respecting the Project, the Building or the Premises, upon which Tenant relied in entering into this Lease, which are not expressly set forth in this Lease. Tenant further acknowledges that neither Landlord nor any of its agents made any representations as to (i) whether the Premises may be used for Tenant's intended use under existing Law, or (ii) the suitability of the Premises for the conduct of Tenant's business, or (iii) the exact square footage of the Premises, and that Tenant relied solely upon its own investigations respecting said matters. Tenant expressly waives any and all claims for damage by reason of any statement, representation, warranty, promise or other agreement of Landlord or Landlord's agent(s), if any, not contained in this Lease or in any Addenda hereto.

**14.4 LEASE FORMAT NOTE:** Any changes to the Lease as noted by computer generated strike-outs (deletions), or shaded areas (additions), are valid and enforceable and do not require any initializing by either party.

#### ARTICLE 15 ADDITIONAL PROVISIONS

**15.1 TAX EXEMPT STATUS:** Landlord is told that Tenant is a non-profit corporation and is considered a governmental entity for tax purposes, and as a result of Tenant's use and occupancy of the Premises, the Premises may be eligible for tax-exempt status with the local taxing authorities that levy and collect real property taxes. Landlord shall cooperate, at no cost to Landlord, with Tenant in obtaining tax-exempt status for the Premises. In the event of Tenant obtaining tax-exempt status for the Premises, Landlord shall pass on all such savings to Tenant. So long as Tenant's use of the Premises renders the Premises exempt from real property taxes, Tenant shall not be required to pay Tenant's share of real property taxes pursuant to Section 13.3 (A), above. The Building Expense Base Year of 2014 shall be adjusted by reducing the Real Property Taxes by 5.8%.

**15.2 AVAILABILITY OF FUNDS:** This Lease shall not constitute a multi-year fiscal obligation. Payments made pursuant to this Lease, whether in whole or in part, are subject to and contingent upon the continuing availability of County Funds ("County Funds") for the purposes hereof. In the event that said County Funds, or any part thereof, become unavailable, then Tenant may terminate this Lease with ninety (90) days' written notice to Landlord. If the Tenant cancels the Lease due to loss of funding, then Tenant shall pay to Landlord a Cancellation Fee within 60 days of the 90 day notice. The Cancellation Fee shall equal the then unamortized leasing commissions amortized at six percent (6%) annual interest, plus the then unamortized Landlord's documented construction costs, as required to construct the Premises, amortized at six percent (6%) annual interest, plus two (2) month's gross rent. In addition Tenant shall pay all amounts due under the Lease, including all Rents due after the 90 day notice is given until the Cancellation Date. If Tenant does not timely pay the Cancellation Fee or all amounts due under the Lease until the Cancellation Date, then Tenant's right to terminate pursuant to the 90 day notice shall be null and void; however Tenant may provide an additional 90 day notice to cancel at a later date.

**15.3 TENANT TERMINATION:** In addition to the Availability of Funds termination provisions set forth in Section 15.2 above, Tenant shall also have a continuing right to terminate the Lease, but not earlier than May 1, 2016, if Tenant has acquired or constructed a building that can accommodate the Children and Family Services unit operated within the Premises. Tenant may exercise this option to terminate the Lease by giving written notice of the termination to Landlord, no earlier than May 1, 2016, and at least six (6) months prior to the date of Lease termination. If Tenant elects to terminate the Lease under this Tenant Termination provision, Tenant shall pay to Landlord as an early Termination Fee within 60 days of the six month notice, an amount equal to Landlord's unamortized leasing commission(s) amortized at six percent (6%) annual interest and documented and unamortized Landlord's construction costs, as required to construct the Premises, amortized at six percent (6%) annual interest, plus two (2) month's gross rent. In addition Tenant shall pay all amounts due under the Lease, including all Rents due after the six-month notice is given until the termination date. If Tenant does not timely pay the Termination Fee or all amounts due under the Lease until the termination date, then Tenant's right to terminate pursuant to the six month notice shall be null and void; however Tenant may provide an additional six month notice to terminate at a later date.

**15.5 ANTENNA:** Tenant shall have the right, at its sole cost and expense, to install and operate a satellite antenna dish or other antenna(s), including cables thereto, on the roof of the Building at no additional charge to Tenant during the initial term of the Lease and all renewal periods. Landlord shall have the right to approve the size, location, manner and contractor for such rooftop antenna(s), as well as the right to limit the number and size of such equipment. As a condition to Tenant's installation and operation of such items, Tenant shall execute Landlord's standard antenna lease.

**15.6** intentionally deleted

**15.7 QUIET ENJOYMENT:** Subject to the terms and provisions of this Lease and subject to Tenant complying with all the terms and conditions of this Lease, Landlord covenants and agrees that Tenant shall peaceably and quietly enjoy the Premises and Tenant's rights hereunder during the term hereof, without hindrance by Landlord.

**15.8 INDEMNIFICATION:** Wherever in this Lease, it states that Tenant shall indemnify Landlord, such indemnification shall be limited, reduced or void, as required by law.

**15.9 RESTORATION OF PREMISES:** In order to accommodate Tenant, Landlord is providing the work in Exhibit B, which includes changing four private offices to two conference rooms. It is understood by the parties that if Tenant does not extend the Lease according to its Option to Extend, or the parties do not agree in writing to an extension of at least three (3) years, then in such event that Tenant shall pay for the cost to change the two conference rooms to four private offices. Therefore, in addition to any other termination fees or fees stated herein, in the event that (i) the Lease is



terminated early for any reason whatsoever, (ii) Tenant does not exercise its Option to Extend, or (iii) the parties do not agree in writing to an extension of at least three (3) years, then Tenant shall pay the amount stated in a bid that Landlord obtains from a contractor to perform such work ("Bid"). Landlord shall send the Bid to Tenant within thirty (30) days of the first to occur of (i) the early termination of the Lease, or (ii) the original Lease Expiration Date (May 31, 2022). Tenant shall pay the amount in such Bid within ten (10) days of the date Landlord sends Tenant the Bid.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the respective dates below set forth with the intent to be legally bound thereby as of the Effective Date first above set forth.

This document is only valid if signed by Tenant by no later than April 30, 2014.

Dated: 4/15/14

Dated: 4-28-14

AS LANDLORD:

AS TENANT:

METRO NORTH, LTD.,  
a California Limited Partnership

ADAMS COUNTY, COLORADO

JAMES BLAIR PROPERTIES, INC.  
A California Corporation  
GENERAL PARTNER

By: 

By:   
Ronald H. Johnson, Vice President


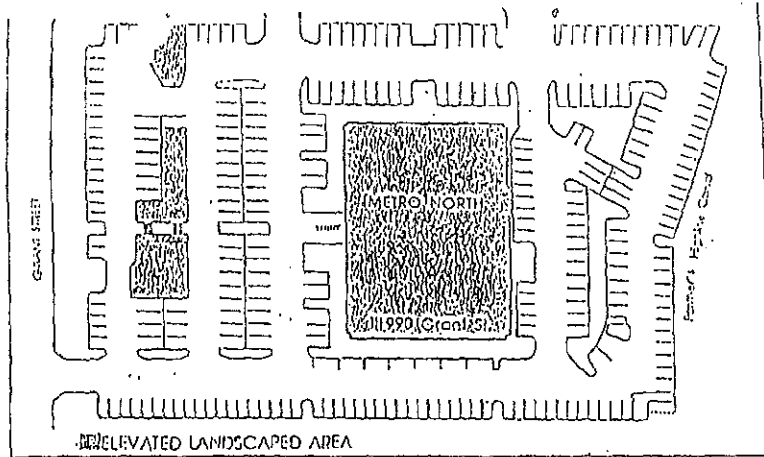
APPROVED AS TO FORM  
COUNTY ATTORNEY  


EXHIBIT "A"  
DEPICTION OF THE BUILDING



SITE PLAN

LOCATION  
MAP

METRO NORTH  
E. 120TH AVE AT N. GRANT ST.  
NORTHCLENN, COLORADO

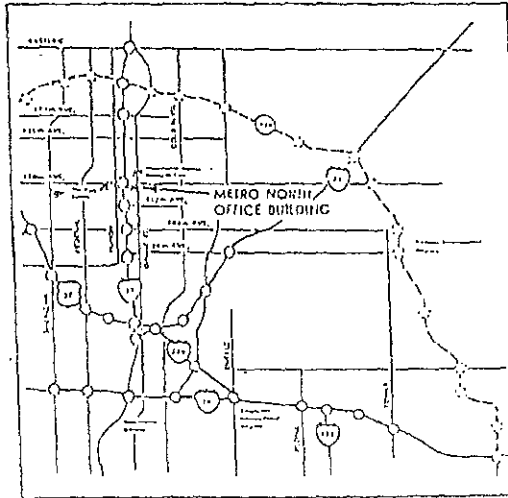




EXHIBIT "C"

RULES AND REGULATIONS

1. At all times during the Lease Term, the Landlord shall have the right by itself, its agents and employees, to enter into and upon the Demised Premises during Ordinary Business Hours upon a 24 hour notice to Tenant, for the purpose of examining and inspecting the same and determining whether the Tenant shall have complied with his obligations under the Lease and the Rules and Regulations contained herein, in respect to the care and maintenance of the Demised Premises and the repair or rebuilding of the improvements thereon, when necessary, (except that in an emergency, Landlord may make such entry without such prior notice).
2. Tenant shall not use the name of the Building for any purpose other than Tenant's business address and shall never use a picture or likeness of the Building or Demised Premises in any advertisement, notice or correspondence without the advance written consent of Landlord thereto.
3. Tenant shall not disturb, solicit or canvass any occupant of the Building and shall not do any act tending to injure the reputation of the Building or the Demised Premises.
4. Tenant shall not place or permit any radio antenna, loud speakers, sound amplifiers, or similar devices on the roof or outside of the Building.
5. The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Demised Premises.
6. Supplies, goods, materials, packages, furniture and all such items of every kind are to be delivered in such manner as the Landlord designates from time to time. All such items moved in or out of the Building shall be done at such time during normal business hours or as otherwise designated by Landlord.
7. The Landlord may retain a pass key to the Demised Premises. No Tenant shall alter any lock or install a new lock or a knocker on any door of the Demised Premises without the written consent of the Landlord or the Landlord's agent, provided, in case such consent is given, the Tenant shall provide the Landlord with an additional key and shall be responsible to see that all locks are also operable by the Building master key for the use of the Landlord pursuant to the Landlord's right of access to the Demised Premises.
8. Tenant shall see that the windows and doors of the Demised Premises are closed and securely locked before leaving the Building. Tenant must observe strict care and caution that all water faucets or other apparatus are entirely shut off before Tenant or Tenant's employees leave the Building and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness of Tenant with respect thereto, Tenant shall make good all injuries sustained by other Tenants or occupants of the Building and/or Landlord.
9. Tenant shall not install any concession or vending machines in the Demised Premises, and shall not sell from the Demised Premises the following items: cigars, cigarettes, tobaccos, pipes, candies, newspapers, magazines or greeting cards. Tenant may however install a coffee maker, microwave oven, and refrigerator for its use only.
10. Landlord reserves the right to designate all sources furnishing sign painting and lettering and to establish a limitation on sign styles and forming.
11. Removal of any furniture and large equipment, packing crates, packing materials and boxes shall be the responsibility of the Tenant and may not be disposed of in the Building trash receptacles nor will they be removed by the Building's janitorial service except at the Tenant's expense. Neither furniture, appliances, equipment nor flammable products of any type may be disposed of in the Building trash receptacles.
12. Tenant shall, upon termination of the Lease or of Tenant's possession, surrender all keys of the Demised Premises to Landlord at the place then fixed for the payment of rent and shall make known to Landlord the combination for all locks and safes, cabinets and vaults in the Demised Premises.
13. All persons entering or leaving the Building between the hours of 6:00 p.m. and 7:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays or holidays, may be required to do so under such regulations as Landlord may impose. Landlord reserves the right to restrict or limit Building access during the above stated time periods as may be reasonably required from time to time.
14. Any vehicles left in the Building parking lots in excess of 72 hours shall be considered abandoned and will be removed by the Landlord with no liability to Landlord or its agent.
15. The Landlord at all times shall have the right to amend, modify or waive any of the foregoing Rules and Regulations and to make such other and future rules and regulations as the Landlord may adopt. Any such modifications to be effective two days following notice to Tenant of same.
16. Except for trained service dogs, no animals of any kind shall be brought into or kept about the building by any Tenant.
17. Tenant shall not use the Premises for the display, sale, lease or use of any erotic, salacious or sexually oriented material of any sort.
18. During the entire term of this Lease, Tenant shall at its expense, install and maintain under all caster chairs, a chair pad or carpet casters to protect the carpeting.  
No act or thing done or omitted to be done by Landlord or Landlord's agent during the Lease Term which is necessary to enforce these Rules and Regulations shall constitute an eviction by Landlord nor shall it be deemed an acceptance or surrender of the Demised Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the keys of the Demised Premises prior to the termination of the Lease. The delivery of keys to any employee of Landlord or Landlord's agent shall not operate as a termination of the Lease or a surrender of the Premises.

EXHIBIT "D"

**BROKERAGE RELATIONSHIPS DISCLOSURE  
(BUYER, TENANT)**

As required by the laws of the State of Colorado, **The Summit Group, Inc. and its agents**, hereby inform you that we are working with you as a seller's agent. For purposes of this disclosure, buyer also means "Tenant" and seller also means "Landlord."

SELLER'S AGENT: On properties we have listed, we are an agent for the seller, and not your agent, unless we enter into a written agreement to act as your agent. We owe duties to the seller which include utmost good faith, loyalty and fidelity. We will negotiate on behalf of and act as an advocate for the seller. Please do not tell us any information which you do not want shared with the seller. You are not vicariously liable (legally responsible) for our actions. Although we do not represent you, we will disclose to you all adverse material facts about the property actually known by us. We will assist you without regard to race, creed, sex, religion, national origin, familial status, marital status, or handicap.

**THIS IS NOT A CONTRACT**


On \_\_\_\_\_, 2014, we were given a copy of this Brokerage Relationships Disclosure.

ADAMS COUNTY, COLORADO

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

On April 15, 2014, I provided the Tenants with a copy of this Disclosure and have kept a copy for our records.

THE SUMMIT GROUP, INC.

By:   
Greg Johnson, Broker Associate

NOTE: DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY, OR TRANSACTIONAL-BROKER.

EXHIBIT "E"

OPTION TO RENEW LEASE

This Option to Renew Lease is entered into by and between METRO NORTH, LTD., a California Limited Partnership (Landlord") and ADAMS COUNTY, COLORADO ("Tenant") to be effective as of the same date as that certain Lease dated April \_\_, 2014 entered into by and between Landlord and Tenant for the Lease of those Certain Premises described as 11990 Grant Street, Suite 216, Northglenn, Colorado 80233.

- 1. For and in consideration of Tenant performing each and every one of its covenants under the Lease for its entire term (the "Lease Term") in a timely fashion, including without limitation Tenant having paid each and every installment of rent on or before the due date during the entire Lease Term (time being made expressly of the essence), Landlord hereby grants to Tenant an option to renew the Lease for an additional term of sixty (60) months (the "Renewal Term") commencing on July 1, 2019, (the "Renewal Commencement Date") and ending on June 30, 2024, (the "Renewal Expiration Date").
2. The Lease of the Premises for the Renewal Term shall be on the same terms and conditions as set forth in the Lease except that the Base Monthly Rent for the Premises during the Renewal Term shall be as set forth in Paragraph 4 below. The Premises for the Renewal Term shall be in an "as is" condition with no tenant improvements.
3. Provided Tenant is not then, and has not been at any time during the Lease Term, in default under the Lease, Tenant may exercise its right to renew the Lease for the Renewal Term only by (i) giving to Landlord written notice of its election to renew the Lease for the Renewal Term not sooner than three hundred (300) days and not later than two hundred seventy (270) days (time is of the essence) prior to the Lease Expiration Date. Any attempt at exercising this Option made other than within the time periods stated herein and in the manner stated herein shall be void and of no force or effect regardless of any other clause in the Lease including but not limited to any Right of Refusal, if any.
4. The Base Monthly Rent to be paid by Tenant to Landlord during the Renewal Term of this option to Renew Lease shall be "Then Market Rent Rate" described as follows:

The term "Then Market Rent Rate" shall mean the rent rate described below in effect at the time of Tenant exercising its right to renew by giving Landlord written notice of this Option. The "Then Market Rent Rate" shall be the rent rate for the Project as advertised for similar space. If the parties disagree as to the Then Market Rent Rate, Tenant shall pay to Landlord the amount Landlord determines to be the Then Market Rent Rate until such time as a determination is made by a court or by arbitration (if the parties so agree to arbitration). If the determination by court or arbitration is made as to the Then Market Rate and said amount is less than the amount determined by Landlord then Landlord shall within thirty (30) days of determination, pay to Tenant the difference between Landlord's determination and the court's or arbitrator's decision, that had already been paid by Tenant. If the determination by court or arbitration is made as to the Then Market Rate and said amount is larger than the amount determined by Landlord then Tenant shall within thirty (30) days of determination, pay to Landlord the difference between Landlord's determination and the court's or arbitrator's decision, that had already been paid by Tenant.

- 5. This Option to Renew Lease shall be personal to Tenant and may not be assigned by Tenant to any other party or to any assignee or sublessee of Tenant. This Option to Renew Lease shall automatically and without notice terminate upon any termination or cancellation of the Lease.
6. Notwithstanding the above, if after Tenant's valid exercise of this Option to Renew Lease, but prior to the Renewal Commencement Date, Tenant is in default under the Lease, Landlord may unilaterally by written notice, at its option, cancel this Option to Renew Lease and immediately this Option to Renew Lease shall be void and of no force or effect.
7. Time is of the essence with respect to the foregoing.

Dated: 4/15/14

Dated: 4-28-14

AS LANDLORD:
METRO NORTH, LTD.,
a California Limited Partnership

AS TENANT:
ADAMS COUNTY, COLORADO

JAMES BLAIR PROPERTIES, INC.
A California Corporation
GENERAL PARTNER

By: [Signature]

By: [Signature]
Ronald H. Johnson, Vice President

EXHIBIT F

EXCLUSIONS FROM EXPENSES

The following items shall be excluded from Operating Expenses:

- (a) costs incurred in connection with any major change in the Building, such as adding or deleting floors or Common Areas, or to the initial malfunction of operating equipment.
- (b) costs of the design and construction of Tenant improvements to the Premises or the premises of other tenants;
- (c) depreciation, interest and principal payments on mortgages and other debt costs, if any and amounts paid as ground rental or as rental for the Building by the Landlord;
- (d) marketing costs, legal fees, space planners' fees and advertising and promotional expenses, and brokerage fees incurred in connection with the original development, subsequent improvement, or original or future leasing of the Building;
- (e) costs for which the Landlord is reimbursed by any tenant or occupant of the Building or by insurance by its carrier or any tenant's carrier or by anyone else and expenses in connection with services or other benefits which are not offered to the Tenant or for which the Tenant is charged directly but which are provided to another tenant or occupant of the Building without a separate charge;
- (f) any bad debt loss, rent loss, or reserves for bad debts or rent loss;
- (g) Landlord's general corporate overhead and general and administrative expenses and other costs associated with the operation of the business of the entity which constitutes the Landlord, as the same are distinguished from the costs of operation of the Building, including partnership or corporate accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of the Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of the Landlord's interest in the Building, and costs incurred in connection with any disputes or proceedings, including but not limited to any disputes or proceedings between Landlord and its employees, between Landlord and Building management, or between Landlord and other tenants or occupants;
- (h) the wages and benefits of any employee who does not devote substantially all of his or her employed time to the Building unless such wages and benefits are prorated to reflect time spent on operating and managing the Building vis-à-vis time spent on matters unrelated to operating and managing the Building; provided, that in no event shall Expenses include wages and/or benefits attributable to personnel above the level of on-site Building Manager or on-site Building Engineer or any compensation paid to clerks, attendants or other persons in commercial concessions operated by the Landlord;
- (i) costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for new tenants in the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Building (excluding, however, such costs relating to any Common Areas of the Building or parking facilities);
- (j) overhead and profit increment paid to the Landlord or to subsidiaries or affiliates of the Landlord for services in the Building to the extent the same exceeds the costs of such services rendered by qualified, first-class unaffiliated third parties on a competitive basis, which parties render services in comparable buildings;
- (k) fees and reimbursements payable to Landlord (including its affiliates) for management of the Building which would ordinarily be included in a management fee, in excess of the management fee that a landlord would have been required to pay to comparable independent established management companies operating other comparable Buildings in comparable locations;
- (l) costs to repair or rebuild after casualty loss (excluding deductibles under insurance policies carried by Landlord, which deductibles shall be included in Expenses);
- (m) any costs expressly excluded from Expenses elsewhere in the Lease;
- (n) rent for any office space occupied by Building management personnel to the extent the size or rental rate of such office space exceeds the size or fair market rental value of office space occupied by management personnel of comparable buildings in the vicinity of the Building, with adjustment where appropriate for the size of the applicable project;
- (o) costs arising from the gross negligence or willful misconduct of Landlord or its agents, employees, vendors, contractors, or providers of materials or services;



(p) costs arising from Landlord's charitable or political contributions;

(q) Interests, fine, late fees, collection costs, legal fees or penalties assessed as a result of Landlord's failure to make payments in a timely manner regarding the payment of taxes, or payments under the terms of any lease, mortgage, deed of trust, or ground lease.

**AMENDMENT I**  
September 7, 2017

To that certain Office Space Lease (Lease) dated April 11, 2014, by and between METRO NORTH, LTD., a California Limited Partnership ("Landlord"), ADAMS COUNTY, COLORADO, ("Tenant"), to that certain Lease at 11990 Grant Street, Suite 216, Northglenn, Colorado 80233.

WHEREAS, the parties have agreed to amend the Lease to substitute occupant, delete Article 15.3 and change other terms as stated in this Amendment.

The Lease is hereby amended as follows:

1. **ARTICLE 1.1C: Landlord's Address for Notices:**

Delete: 3234-A South Wadsworth Blvd.  
Lakewood, CO 80227

Insert: 574 Santa Fe Drive  
Suite 300  
Denver, CO 80204

2. **ARTICLE 1.1D: Landlord's Representative:**

Delete: Phil Hiemer, Property Manager  
Phone No.: 303.985.8701, ext. 102  
E-Mail address: [phiemer@summitgroupdenver.com](mailto:phiemer@summitgroupdenver.com)

Insert: John Hiemer, Property Manager  
Phone No.: 303.991.6499  
E-Mail address: [jhiemer@wheelhousecommercial.com](mailto:jhiemer@wheelhousecommercial.com)

3. **ARTICLE 1.1E: Commencement Date:** The actual commencement date of the Lease is September 1, 2014.

4. **ARTICLE 1.1G: Lease Expiration Date:** The actual Lease Expiration Date of the Lease is September 30, 2019.

5. **ARTICLE 1.1Q: Brokers:**

Delete: Landlord: Emeric R. Holderith, The Summit Group, Inc.

Insert: Landlord: John W. Hiemer, The Summit Group, Inc.  
Tenant: Wendy Weiss, Guidance Corporate Realty Advisors

6. **EXTENSION TERM:** The term of the Lease is extended for an additional thirty-six (36) months, commencing on October 1, 2019 and terminating on September 30, 2022.



7. **ARTICLE 1.1M: BUILDING EXPENSE BASE YEAR:** Commencing October 1, 2019, the Building Expense Base Year shall be 2020.

8. **ARTICLE 1.1V: BASE MONTHLY RENT:**

**Current Lease Term:**

Months 35 (August 2017) – 36      \$22.50/RSF/YR x 4992 RSF ÷ 12 mo. =  
\$9,360.00/Monthly  
Months 37 – 48      \$23.00/RSF/YR x 4992 RSF ÷ 12 mo. = \$9,568.00/Monthly  
Months 49 – 60      \$23.50/RSF/YR x 4992 RSF ÷ 12 mo. = \$9,776.00/Monthly

**Extension Term:**

Months 1 – 3      Free Base Monthly Rent  
Months 4 – 12      \$23.50/RSF/YR x 4992 RSF ÷ 12 mo. = \$9,776.00/Monthly  
Months 13 – 24      \$23.50/RSF/YR x 4992 RSF ÷ 12 mo. = \$9,776.00/Monthly  
Months 25 – 36      \$23.50/RSF/YR x 4992 RSF ÷ 12 mo. = \$9,776.00/Monthly

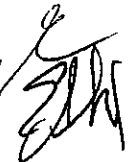
As long as Landlord is given access to commence the Tenant Improvements by no later than September 18, 2017, and Tenant pays the Base Monthly Rent due for September, 2017, Landlord agrees to abate the Base Monthly Rent during the period of time that the Tenant does not have access to the Premises while the Tenant Improvements, referenced in Work Letter (Exhibit "A"), are being constructed. Once substantial completion of the improvements are completed and the Tenant is able to occupy the Premises, Base Monthly Rent shall commence on such date. If the date of substantial completion falls on a day other than the first day of the month, Base Monthly Rent shall be prorated based upon actual days the tenant was able to occupy the Premises.

9. **ARTICLE 1.1W: PERMITTED USE:** Landlord consents to the substitution of the Internal Treatment Team in lieu of Children and Family Services. The Internal Treatment Team shall move in within fourteen (14) business days of substantial completion of construction.

10. **TENANT IMPROVEMENTS:** Landlord shall provide turnkey tenant improvement build-out to remodel two (2) existing conference rooms into four (4) private offices per the attached Work Letter (Exhibit "A").

Upon (i) completion of the Tenant Improvements, (ii) occupancy by the substitute occupant and (iii) payment in full of the amount for tenant improvements as stated in the Work Letter, Article 15.9 RESTORATION OF PREMISES shall become null and void, except as provided for in Paragraph 11.

11. **ARTICLE 15.2 AVAILABILITY OF FUNDS:** shall be deleted and replaced with the following 15.2: This Lease shall not constitute a multi-year fiscal obligation. Payments made pursuant to this Lease, whether in whole or in part, are subject to and contingent upon the continuing availability of County Funds ("County Funds") for the purposes hereof. In the event that said County Funds, or any part thereof, become unavailable, then Tenant may terminate this Lease with ninety (90) days' written notice to Landlord. If the Tenant cancels the Lease due to loss of funding, then Tenant shall pay to Landlord a Cancellation Fee within 60 days of the 90 day notice. The Cancellation Fee shall equal the then (i) unamortized leasing commissions amortized at six percent (6%) annual interest, plus (ii) the then unamortized Landlord's documented construction costs, as required to construct the Premises, amortized



at six percent (6%) annual interest, plus (iii) the remaining amount due for tenant improvement pursuant to the Work Letter (Exhibit "A"), plus (iv) unamortized leasing commissions on the extension term, plus (v) two (2) month's gross rent. Commencing October 1, 2017 items (i) and (ii) of the Cancellation Fee shall be zero. Tenant will still be liable for items (iii), (iv) and (v). In addition Tenant shall pay all amounts due under the Lease, including all Rents due after the 90 day notice is given until the Cancellation Date. If Tenant does not timely pay the Cancellation Fee or all amounts due under the Lease until the Cancellation Date, then Tenant's right to terminate pursuant to the 90 day notice shall be null and void; however Tenant may provide an additional 90 day notice to cancel at a later date.

12. **ARTICLE 15.3 TENANT TERMINATION:** Article 15.2 TENANT TERMINATION is hereby deleted and made null and void.

13. **Exhibit "E"** – Option to Renew is deleted and replaced by Option to Renew (Exhibit "B").

14. **ANTENNA:** Adams County currently has two (2) microwave dishes on the roof of Metro North, pursuant to a Rooftop License Agreement, dated December 17, 2003, and further amended by Addendum One dated December 17, 2004, Addendum Two dated January 1, 2008, Addendum Three dated February 1, 2009, and Addendum Four dated January 17, 2012. The parties execute Addendum Five to the Rooftop License Agreement attached as Exhibit "D".

15. **CONFERENCE ROOM.** Tenant shall have use of the common conference room at no charge, subject to the same rules and regulations as all other tenants.

To the extent that any provisions of said Lease are inconsistent with the terms of this Amendment I, this Amendment I shall control. All other terms and conditions of the Lease not affected by this Amendment I shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment I with the respective dates set forth below with the intent to be legally bound thereby as of the Effective Date of this Amendment I.

DATED: 9/18/17  
AS LANDLORD:

METRO NORTH, LTD.,  
a California Limited Partnership

CC&B INVESTMENT GROUP, INC.  
A California Corporation  
GENERAL PARTNER

DATED: 9/20/17  
AS TENANT

ADAMS COUNTY, COLORADO

By: 

By:   
Glenn Carpenter, Co-President

APPROVED AS TO FORM  
COUNTY ATTORNEY



**EXHIBIT "A"**  
**WORK LETTER**

This Work Letter is dated September 7, 2017, between Metro North LTD. ("Landlord"), and Adams County Colorado ("Tenant").

**RECITALS:**

A. This Work Letter is part of the Office Space Lease Amendment I dated September 7, 2017 (the "Lease"), pursuant to which Landlord continues to lease to Tenant space in the Project known as Metro North, located at 11990 Grant St Suite 216, Northglenn, Colorado 80233. Any capitalized term not defined herein shall have the meaning set forth in the Lease.

B. Tenant desires to have certain improvements made to the Premises, and Landlord agrees make them according to this Work Letter. Tenant shall pay for the improvements as stated herein.

**1. DEFINITIONS.**

In this Work Letter, these defined terms are:

- (a) Tenant Improvements: The Tenant Improvements shall include:
  - i. The development of plans and documents, as determined by Landlord's architect or consultants.
  - ii. The plans shall be in material accordance with the Space Plan attached as Exhibit "A-1"
- (b) Landlord's Representative: John Hiemer
- (c) Tenant's Representative: Jeff Bowman, Facilities and Fleet Management Director

**2. REPRESENTATIVES.**

Landlord appoints Landlord's Representative to act for Landlord in all matters associated with this Work Letter. Tenant appoints Tenant's Representative to act for Tenant in all matters associated with this Work Letter. All inquiries, requests, instructions, authorizations, and other communications with respect to the matters covered by this Work Letter will be made to Landlord's Representative or Tenant's Representative, as the case may be. Tenant will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any employee or agent of Landlord, including, without limitation, Landlord's architect, engineers, and contractors or any of their agents or employees, with regard to matters associated with this Work Letter. Either party may change its Representative at any time by three (3) days' prior written notice to the other party.

**3. DESCRIPTION OF "LANDLORD'S WORK"**

See Exhibit "A-1". Landlord shall contract for and manage all aspects of the design and construction, including but not limited to all stamped drawings, permitting and construction.

**4. DESIGN AND CONSTRUCTION TIMETABLE**

Landlord shall perform the work, subject to force majeure and subject to no interference from Tenant, by the later of December 1, 2017, or substantial completion of the tenant improvements. The Premises will be vacant for the Landlord to perform the work, and Tenant shall make commercially reasonable efforts not to interfere with Landlord's contractors.



5. **TENANT PAYMENT FOR TENANT IMPROVEMENT.** The cost of the tenant improvements is \$28,037.00 Said amount shall be amortized at 8% interest in sixty (60) equal monthly payments of \$568.49 to be paid commencing on October 1, 2017, and each successive month until paid in full. The payments shall be considered additional monthly rent.

Landlord and Tenant have executed this Work Letter as of the day and year first above written.

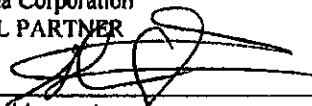
**LANDLORD:**

METRO NORTH, LTD, a California LP

CC&B INVESTMENT GROUP, INC.

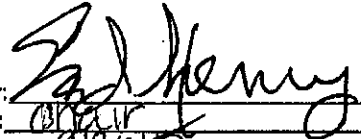
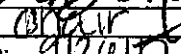
a California Corporation

GENERAL PARTNER

By:   
Its: Co-President  
Date: 9/13/17

**TENANT:**

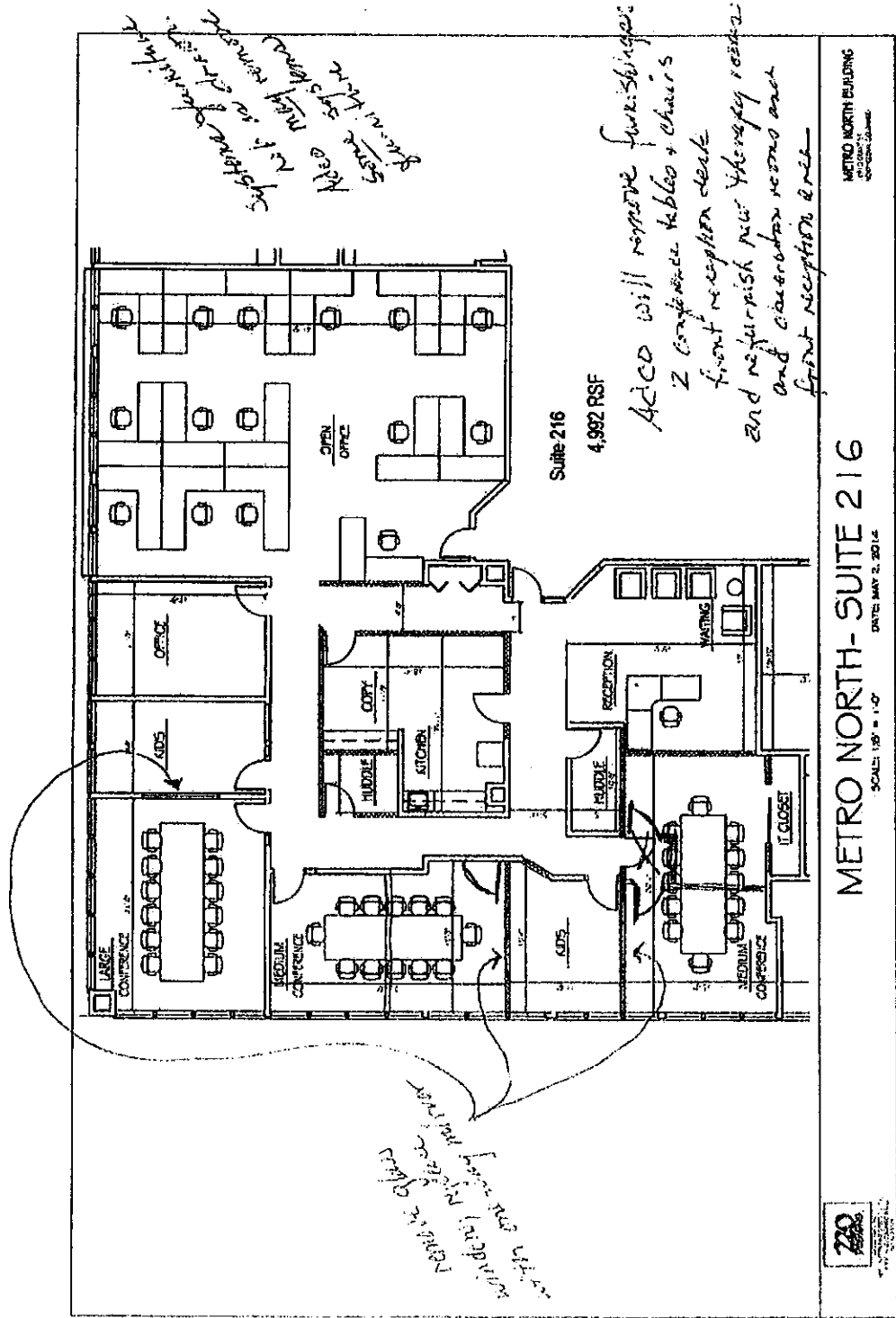
ADAMS COUNTY, COLORADO

By:   
Its:   
Date: 9/26/17

APPROVED AS TO FORM  
COUNTY ATTORNEY



EXHIBIT A-1  
 TENANT'S DRAFT PLAN SUBMITTED TO LANDLORD



*[Handwritten signature]*



## EXHIBIT "B"

### OPTION TO RENEW LEASE

This Option to Renew Lease is entered into by and between METRO NORTH, LTD., a California Limited Partnership (Landlord") and ADAMS COUNTY, COLORADO ("Tenant") to be effective as of the same date as that certain Amendment 1 dated September 7, 2017 entered into by and between Landlord and Tenant for the Lease of those Certain Premises described as 11990 Grant Street, Suite 216, Northglenn, Colorado 80233.

1. For and in consideration of Tenant having paid each and every installment of rent during the entire Lease Term (time being made expressly of the essence), Landlord hereby grants to Tenant an option to renew the Lease for an additional term of thirty-six (36) months (the "Renewal Term") commencing on October 1, 2022, (the "Renewal Commencement Date") and ending on September 30, 2025, (the "Renewal Expiration Date").
2. The Lease of the Premises for the Renewal Term shall be on the same terms and conditions as set forth in the Lease except that the Base Monthly Rent for the Premises during the Renewal Term shall be as set forth in Paragraph 4 below. The Premises for the Renewal Term shall be in an "as is" condition with no tenant improvements.
3. Provided Tenant is not then, and has not been at any time during the Lease Term, in default under the Lease, Tenant may exercise its right to renew the Lease for the Renewal Term only by giving to Landlord written notice of its election to renew the Lease for the Renewal Term not sooner than three hundred (300) days and not later than two hundred seventy (270) days (time is of the essence) prior to the Lease Expiration Date. Any attempt at exercising this Option made other than within the time periods stated herein and in the manner stated herein shall be void and of no force or effect regardless of any other clause in the Lease including but not limited to any Right of Refusal, if any.
4. The Base Monthly Rent to be paid by Tenant to Landlord during the Renewal Term of this option to Renew Lease shall be "Then Market Rent Rate" described as follows:

The term "Then Market Rent Rate" shall mean the rent rate described below in effect at the time of Tenant exercising its right to renew by giving Landlord written notice of this Option. The "Then Market Rent Rate" shall be the fair market rent rate which shall consider all elements affecting the lease transaction, including, but not limited to, Tenant creditworthiness, no improvement allowance or rent abatement and that Landlord shall not lose rent because of any marketing or construction time. If the parties disagree as to the Then Market Rent Rate, Tenant shall pay to Landlord the amount Landlord determines to be the Then Market Rent Rate until such time as a determination is made otherwise by a court. If the determination by court is made as to the Then Market Rate and said amount is less than the amount determined by Landlord then Landlord shall within thirty (30) days of determination, pay to Tenant the difference between Landlord's determination and the court's decision, that had already been paid by Tenant. If the determination by court is made as to the Then Market Rate and said amount is larger than the amount determined by Landlord then Tenant shall within thirty (30) days of determination, pay to Landlord the difference between Landlord's determination and the court's decision, that had already been paid by Tenant.

5. This Option to Renew Lease shall be personal to Tenant and may not be assigned by Tenant to any other party or to any assignee or sublessee of Tenant. This Option to Renew Lease shall automatically and without notice terminate upon any termination or cancellation of the Lease.
6. Notwithstanding the above, if after Tenant's valid exercise of this Option to Renew Lease, but prior to the Renewal Commencement Date, Tenant is in default under the Lease, Landlord may unilaterally by written notice, at its option, cancel this Option to Renew Lease and immediately this Option to Renew Lease shall be void and of no force or effect.

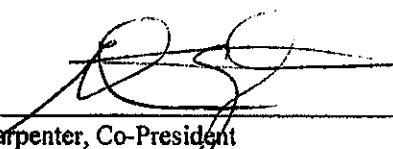


7. Time is of the essence with respect to the foregoing.

Dated: September 8, 2017

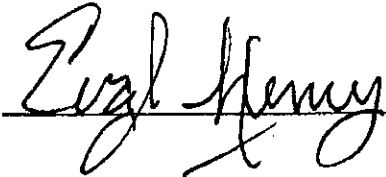
AS LANDLORD:  
METRO NORTH, LTD.,  
a California Limited Partnership

CC&B INVESTMENT GROUP, INC.  
A California Corporation  
GENERAL PARTNER

By:   
Glenn Carpenter, Co-President

Dated: September 20, 2017

AS TENANT:  
ADAMS COUNTY, COLORADO

By: 

APPROVED AS TO FORM  
COUNTY ATTORNEY



EXHIBIT "C"

**BROKERAGE RELATIONSHIPS DISCLOSURE  
(BUYER, TENANT)**

As required by the laws of the State of Colorado, **The Summit Group, Inc. and its agents**, hereby inform you that we are working with you as a seller's agent. For purposes of this disclosure, buyer also means "Tenant" and seller also means "Landlord."

**SELLER'S AGENT:** On properties we have listed, we are an agent for the seller, and not your agent, unless we enter into a written agreement to act as your agent. We owe duties to the seller which include utmost good faith, loyalty and fidelity. We will negotiate on behalf of and act as an advocate for the seller. Please do not tell us any information which you do not want shared with the seller. You are not vicariously liable (legally responsible) for our actions. Although we do not represent you, we will disclose to you all adverse material facts about the property actually known by us. We will assist you without regard to race, creed, sex, religion, national origin, familial status, marital status, or handicap.

**THIS IS NOT A CONTRACT**

On September 20, 2017, we were given a copy of this Brokerage Relationships Disclosure.

ADAMS COUNTY, COLORADO

By: [Signature]

On Sept. 7, 2017, I provided the Tenants with a copy of this Disclosure and have kept a copy for our records.

THE SUMMIT GROUP, INC.

By: [Signature]

John W. Hiemer, Broker Associate

NOTE: DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY, OR TRANSACTIONAL-BROKER.

APPROVED AS TO FORM  
COUNTY ATTORNEY

[Signature]

**ADDENDUM FIVE TO  
ROOFTOP ANTENNA LICENSE AGREEMENT WITH METRO NORTH**

THIS ADDENDUM FIVE ("Addendum 5") with an effective date of September 7, 2017 ("Effective Date") to that certain Rooftop Antenna License Agreement dated December 17, 2003, and amended by Addendum 1 dated on or about January 14, 2005, Addendum 2 dated on or about December 20, 2007, Addendum Three dated January 7, 2009, and Addendum Four dated January 17, 2012 ("Agreement") by and between METRO NORTH, LTD, a California limited partnership ("Licensor"), and ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS ("Licensee"), for the building at 11990 Grant Street, Northglenn, Colorado 80233.

This Agreement is hereby amended for the purpose of extending its term and for other purposes as follows:

1. Sections 2. Rent and 3. Term shall be amended as follows: The Term of the Agreement shall be extended until September 30, 2022. Commencing on the 1<sup>st</sup> day of the month after the Effective Date of this Addendum 5, the License Fee shall be \$1,025.00 per month. The Licensee shall be changed from "Adams County Board of County Commissioners" to "Adams County Colorado". Licensee, as tenant, is executing Amendment One to that certain Lease for Suite 216 at 11190 North Grant Street in Northglenn, Colorado 80233.

2. Section 10. Event of Default shall be amended by the addition of the following subparagraph d:

d. Default by Tenant under that certain Office Space Lease dated April 11, 2014 by and between Metro North, Ltd and Adams County Colorado for Suite 216, 11190 Grant Street, Northglenn, Colorado, as amended by Amendment One, dated September 7, 2017.

3. Section 14. Termination by Licensee is hereby deleted.

4. Section 20. Notices shall be amended by inserting the following place of notices for Licensor and Licensee:

For Licensor

Wheelhouse Commercial Management  
Attn: John W. Hiemer  
574 Santa Fe Drive, #300  
Denver, CO 80204  
Phone: (303) 991-6499  
Email: jhiemer@wheelhousecommercial.com



For Licensee

Adams County Colorado

FT Director  
Kevin Beach  
4430 S. Adams County Pkwy

Phone: 720-523-656

Email: KBeach@adco.gov.org

5. The following section 31. Holdover shall be added:

31. Holdover. This Agreement shall terminate without further notice at the expiration of the Term and Landlord may immediately commence eviction proceedings. Any holding over by Licensee after expiration of the Term shall neither constitute a renewal nor extension of this Agreement nor give Licensee any rights in or to the Building, except as expressly provided in this section. Any such holding over shall be deemed an unlawful detainer at the Building. Any such holding over to which Licensor has not immediately initiated eviction proceedings shall be construed to be a tenancy or license from month to month, on the same terms and conditions herein specified insofar as applicable, except that the Rent shall be increased to an amount equal to one hundred fifty (150%) percent of the Rent payable during the last full month immediately preceding such holding over.

6. Except for the Lease, the Agreement and this Addendum 5 contain the entire understanding of the Licensor and Licensee and may not be changed, modified, or waived except by an instrument in writing that is signed by both parties.

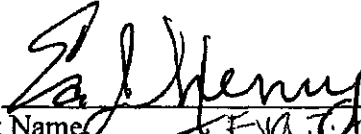
7. This Addendum 5 may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. In the event of conflicts or inconsistencies between this Addendum 5 and the Agreement, the provisions of this Addendum 5 shall control. All other terms and conditions of the Agreement not affected by this Addendum 5 shall remain in full force and effect, including but not limited to Section 9. Utilities.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Addendum 5 with the respective dates set forth below with the intent to be legally bound thereby as of the Effective Date of this Addendum.

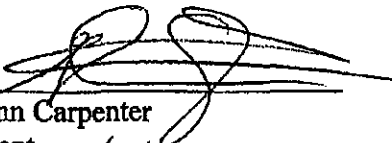



LICENSEE:  
ADAMS COUNTY COLORADO

By:   
Print Name: EVA J. HENRY  
Title: Chair  
Date: 9/20/17

LICENSOR:  
METRO NORTH, LTD.  
A California Limited Partnership

CC&B INVESTMENT GROUP, INC.  
a California Corporation  
General Partner

By:   
Print Name: Glenn Carpenter  
Title: Co-President  
Date: 9/18/17

APPROVED AS TO FORM  
COUNTY ATTORNEY  




## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> Tenant Estoppel Certificate related to the Rooftop Antennae Lease for Metro North at 11990 Grant Street
<b>FROM:</b> Chris Kline, Director
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Tenant Estoppel Certificate related to the Rooftop Antennae Lease for 11990 Grant Street, Northglenn

### **BACKGROUND:**

Adams County currently leases rooftop space from Metro North, Ltd. at 11990 Grant Street for a rooftop communications antennae. Adams County has been advised that the property owner has contracted for the sale of this property and has requested that Adams County execute a Tenant Estoppel Certificate related to the rooftop antennae lease.

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

Human Services, Information Technology and Innovation

### **ATTACHED DOCUMENTS:**

Resolution  
Tenant Estoppel Certificate



**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION APPROVING TENANT ESTOPPEL CERTIFICATE  
RELATED TO THE ROOFTOP ANTENNAE LEASE BETWEEN ADAMS  
COUNTY AND METRO NORTH, LTD., AT 11990 GRANT STREET**

**Resolution 2017-**

WHEREAS, Adams County currently leases rooftop space located at 11990 Grant Street, Northglenn, from Metro North, Ltd. (“Landlord”) for the Adams County Information Technology and Innovation Department, for the purpose of facilitating communications within the County; and,

WHEREAS, Adams County has been advised that Metro North, Ltd. has contracted for the sale of the property located at 11990 Grant Street; and,

WHEREAS, the existing Rooftop Antennae Lease requires that Adams County execute and deliver an estoppel certificate upon the request for same by the Landlord; and,

WHEREAS, Adams County has received a request for the execution of an estoppel certificate regarding the existing Rooftop Antennae Lease.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Tenant Estoppel Certificate related to the Rooftop Antennae Lease between Adams County and Metro North, Ltd., be approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said Tenant Estoppel Certificate related to the Rooftop Antennae Lease on behalf of Adams County.

## TENANT ESTOPPEL CERTIFICATE

(Estoppel Certificate)

Adams County Board of County Commissioners  
11990 Grant Street, Rooftop  
Northglenn, CO 80233

Kevin Beach:

The undersigned ("Tenant") certifies to CHP Metro North LLC, a Colorado limited liability company as follows:

1. Tenant and Metro North Ltd. ("Landlord") entered into a written license agreement dated December 17, 2003 (the "Lease") in which Landlord leased to Tenant and Tenant leased from Landlord premises located in the City of Northglenn, County of Adams, commonly known as the Metro North Building, 11990 Grant Street, Northglenn, Colorado (the "Premises").

2. The Lease and all modifications and amendments thereto listed on **Exhibit "A"** constitute the entire and only agreement between Landlord and Tenant with respect to the Premises except for the following: NONE

3. The Lease is in full force and effect; Landlord has completed all tenant improvements for the Premises required under the Lease; Tenant has accepted the Premises and presently occupies them, and is paying rent on a current basis; Tenant has no setoffs, claims or defenses to the enforcement of the Lease; Tenant has not assigned, transferred or hypothecated its interest under the Lease.

4. As of the date of this certificate, Tenant is not in default in the performance of the Lease, has not committed a breach of the Lease, no notice of default has been given to Tenant.

5. As of the date of this certificate, Landlord is not in default in the performance of the Lease and has not committed any breach of the Lease. Tenant is not disputing any amounts of additional rent, operating expense pass-throughs or other similar charges payable by it under the Lease.

6. No rent has been paid by Tenant in advance under the Lease except for the minimum monthly rent that became due on October 1, 2017, and no security deposits have been paid by Tenant except for NONE.

7. Tenant has no claim against Landlord for any security deposit or prepaid rent except as provided in Item 6 of this estoppel certificate.

Executed on \_\_\_\_\_, 2017.

ADAMS COUNTY BOARD OF COUNTY  
COMMISSIONERS

Tenant

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

Its: \_\_\_\_\_

**“EXHIBIT A”**

**Lease Documents**

Rooftop Antenna License Agreement, dated December 17, 2003  
Addendum One, dated January 14, 2005  
Addendum Two, dated December 20, 2007  
Addendum Three, dated January 13, 2009  
Addendum Four, dated January 17, 2012  
Addendum Five, dated September 7, 2017

**ADAMS COUNTY, COLORADO  
ROOFTOP ANTENNA LICENSE AGREEMENT  
WITH METRO NORTH, LTD.**

THIS ROOFTOP ANTENNA LICENSE AGREEMENT ("Agreement") is made this 17<sup>th</sup> day of December, 2003, by and between METRO NORTH, LTD., a California Limited Partnership, hereinafter referred to as "Licensor," and the Adams County Board of County Commissioners, located at 450 S. 4<sup>th</sup> Ave., Brighton, CO 80601, hereinafter referred to as "Licensee."

1. Rooftop Antennas. Provided Licensee is not in default under the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive license, at its sole expense, and in compliance with all terms of the Agreement regarding the construction of tenant improvements and as generally shown on the sketch plan attached hereto as Exhibit A, install and operate two (2) antennas on the rooftop ("Rooftop Antennas") of the building known as "Metro North" located at 11990 Grant St., Northglenn, Colorado ("Building"). Installation, location and appearance of antennas shall be subject to Landlord's approval, which may be withheld in Landlord's sole discretion.
2. Rent. Licensee shall pay Licensor a License Fee in the amount of Five Hundred Seventy-Five Dollars (\$575.00) per month as rent for use of the rooftop of the Building as a site for Licensee's Rooftop Antennas, which rent shall be due and payable to Licensor on the first (1<sup>st</sup>) day of each month. Said rent payments shall be made payable to Metro North, Ltd. and remitted to 3333 S. Wadsworth Blvd., Suite C-105, Lakewood, CO 80227.
3. Term. The term of this Agreement shall be for one (1) calendar year from the date first written above. The Agreement may be renewed for an additional one (1)-year term upon the written consent of both parties.
4. No Obstruction. Licensee placement of the Rooftop Antennas on the Building shall not obstruct or impair the receiving or sending capabilities of existing satellite or telecommunications antennas on the Building. If Licensee's Rooftop Antennas obstruct or impair the receiving or sending capabilities of existing satellite or telecommunications antennas, Licensee agrees to correct the problem within thirty (30) days of receipt of written notice from Licensor. If the problem cannot be corrected within that time, Licensee shall cease use of the Rooftop Antennas and shall remove them from the Building pursuant to the provisions of Paragraph 8 herein.
5. Permits and Insurance. Licensee shall provide Licensor, upon execution of this Agreement or as soon as practicable thereafter, a copy of all required governmental and quasi-governmental permits, licenses, and authorizations for the Rooftop Antennas, which Licensee shall obtain at its sole expense. In

addition, Licensee shall also provide Licensor with a copy of its certificate of insurance evidencing such general liability and property insurance in amounts sufficient to provide for any damages caused hereunder. Licensor acknowledges that Licensee is a governmental entity that may be self-insured as provided under Colorado law.

6. Installation. Licensee covenants and agrees that installation and operation of the Rooftop Antennas shall not damage the structural integrity of the Building, interfere with any services provided by Licensor or any tenant of the Building, or reduce the amount of leasable space in the Building. Licensee further covenants and agrees that its officials, employees, and contractors will not cause any damage to the Building or the roof during the installation and operation of the Rooftop Antennas, normal wear and tear excepted and that the installation and operation of the Rooftop Antennas will in conformance with current laws, codes and regulations. Licensee shall not suffer or permit any mechanic's, laborer's or materialman's lien to be filed against the Land, Building, or premises, or any part thereof, by reason of work, labor services or materials supplied or claimed to have been supplied to Licensee; and if any such lien shall at any time be filed, Licensee, within ten (10) days after notice of the filing thereof, shall cause it to be discharged of record by payment. Licensee shall provide Licensor with copies of waivers of mechanic's liens from all contractors or subcontractors hired to install the Rooftop Antennas or perform work related thereto. Any roofing work required shall be performed only by a roofing contractor approved in writing by Licensor.
7. Maintenance Obligations. Licensee shall, at Licensee's expense, keep and maintain the premises in commercially reasonable condition and repair during the term of this Agreement. Licensee will adhere to any Building rules and regulations that may be promulgated from time to time by Licensor regarding the maintenance of the premises. Licensee will maintain at all times necessary notices that are required to be posted as a result of the operation of the Rooftop Antennas.
8. Access. Licensee's authorized representatives shall have access to the Building during normal business hours for the purposes of installing, maintaining, operating, upgrading and repairing the Rooftop Antennas.
9. Utilities. Licensor shall permit Licensee, at Licensee's sole cost and expense, to connect to and use the Building's electrical utility system. In addition to the License Fee charged herein, Licensee shall pay to Licensor an amount equal to Twenty-five Dollars (\$25.00) per month to cover the cost of Licensee's electrical consumption.
10. Event of Default. It shall be an "Event of Default" if any one or more of the following events shall occur:

a. Licensee shall default in the payment when due of any License Fee or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) days after written notice thereof from Licensor.

b. Licensee shall default in the performance of any other of the terms, conditions, or covenants contained in this Agreement to be performed or observed by Licensee, and Licensee does not remedy such default within ten (10) days after written notice from Licensor.

c. Licensee shall install or fail to remove any Hazardous Materials installed in the Building in violation of this Agreement by or on behalf of Licensee within five (5) days after written notice of such condition by Licensor to Licensee, or shall to commence the removal of any Hazardous Materials installed in the Building in violation of this Agreement by or on behalf of Licensee within twenty-four (24) hours of written notice of such condition by Licensor to Licensee.

Upon the occurrence of an Event of Default, Licensor shall have and may pursue all rights and remedies permitted by applicable law.

11. Hazardous Materials. Licensee agrees that its conduct within the Building shall at all times be in compliance with all applicable environmental laws and the Licensee shall not use, generate, store or dispose of any Hazardous Materials on, under, about or within the Building; except for those materials that are necessary and directly related to Licensee's permitted use of the Building, in which case, Licensee's use, storage and disposal of such Hazardous Materials shall be in compliance with all applicable environmental laws and the highest standards prevailing in the industry. Without limiting the foregoing, prior to the commencement date and throughout the term of this Agreement, Licensee agrees to disclose to Licensor all Hazardous Materials used or to be located in the Building by Licensee. Licensee shall defend, indemnify and hold harmless Licensor, and Licensor's partners, officers, affiliates, agents, members, and employees, against any and all claims arising from any breach of any representation, warranty or agreement contained in this Section. This section shall survive the expiration or earlier termination of this Agreement.
12. Indemnification. Licensee covenants and agrees that the installation, operation, and removal of the Rooftop Antennas will be at its sole risk. To the extent permitted by law, Licensee agrees to indemnify and defend Licensor against all claims, actions, damages, liability, and expenses in connection with the loss of life, personal injury, damage to property or business, or any other loss or injury arising out of the installation, operation, or removal of the Rooftop Antennas, unless caused by Licensor's willful misconduct or gross negligence.
13. Termination by Licensor. Licensor, at its sole option, may require Licensee, at any time prior to the expiration of this Agreement, to terminate the operation of



either one or both of the Rooftop Antennas if they are causing physical damage to the structural integrity of the Building, interfering with any other services provided by Licensor to the Building, or interfering with any other tenant's business. If, however, Licensee can correct the damage caused by the Rooftop Antenna(s) to Licensor's satisfaction within thirty (30) days of receiving notice from Licensor, Licensee may restore its operation. If the damage caused by the Rooftop Antenna(s) is not corrected and operation restored within thirty (30) days, Licensor, at its sole option, may require Licensee to remove the Rooftop Antenna(s) at its own expense.

14. Termination by Licensee. Licensee may terminate the Agreement at any time by giving written notice as specified herein to Licensor, which notice shall be given at least sixty (60) days prior to the effective date of the termination. If Licensee terminates the Agreement prior to the end of its term, Licensee shall pay Licensor an amount that bears the same ratio to the total rent due under the Agreement to the total number of days the Agreement was in effect, less payments previously made to Licensor under the Agreement.
15. Removal of Rooftop Antenna. Within fifteen (15) days of the expiration or sooner termination of this Agreement, Licensee shall remove the Rooftop Antennas from the Building at its sole expense. Licensee shall leave the portion of the roof where the Rooftop Antennas were located in good order and repair, reasonable wear and tear excepted. If Licensee does not remove the Rooftop Antennas as herein required, Licensee hereby authorizes Licensor to remove and dispose of the Rooftop Antennas and charge Licensee for all costs and expenses incurred or associated therewith.
16. Jurisdiction and Venue. The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. Licensor and Licensee agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17<sup>th</sup> Judicial District, Colorado.
17. Record Retention. Licensor and Licensee shall maintain records of and/or associated with payments made under this Agreement for a period of three (3) years from the date this Agreement expires or is terminated. Licensee agrees not to record this document, but Licensor acknowledges that this Agreement is a public record under the Colorado Open Records Act.
18. Waiver. Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
19. 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, floods, earthquakes, or other acts of God.

20. Notice. Any notices given under this Agreement are deemed to have been received and to be effective three (3) days after the same shall have been mailed by certified mail, return receipt requested, immediately upon hand delivery, or immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Licensor

The Summit Group  
3333 S. Wadsworth Blvd., Ste C-105  
Lakewood, CO 80227  
Phone: (303) 985-8701  
Facsimile: (303) 980-7037

For Licensee

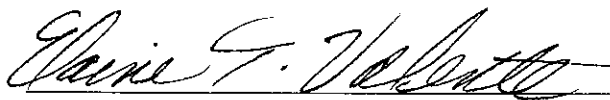
Adams County Fiscal	<u>and</u>	Adams County Attorney's Office
Affairs Department		450 S. 4 <sup>th</sup> Avenue
450 S. 4 <sup>th</sup> Avenue		Brighton, Colorado 80601
Brighton, Colorado 80601		Phone: (303) 654-6116
Phone: (303) 654-6055		Facsimile: (303) 654-6114
Facsimile: (303) 654-6056		

21. Integration of Understanding. This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
22. Paragraph Headings. Paragraph headings are inserted for the convenience of reference only.
23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
24. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person, other than the parties, any right, remedy, or claim under or by reason of this Agreement or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Agreement by and on behalf of Licensee and Licensor shall be for the sole and exclusive benefit of Licensee and Licensor.

25. Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
26. Authorization. Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
27. Rules and Regulations. Licensee agrees to comply with all Rules and Regulations, as adopted and altered by Licensor from time to time, and will cause its agents, employees, contractors, invitees and visitors to do so, provided that such Rules and Regulations are uniformly and non-discriminatorily enforced among all service providers in the Building.
28. License Only. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Building or roof by virtue of this Agreement or Licensee's use of the roof pursuant hereto.
29. Assignment. This Agreement shall not be assigned by Licensee without the prior written consent of Licensor, which consent shall not be unreasonably withheld.
30. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective permitted successors and assigns. The obligations of Licensor under this Agreement shall no longer be binding upon Licensor if Licensor sells, assigns or otherwise transfers its interest in the Building as owner.

IN WITNESS WHEREOF, Licensor and Licensee have caused their names to be affixed hereto.

LICENSEE  
BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO



Chair

12/17/03  
Date

ATTEST:  
CAROL SNYDER  
CLERK AND RECORDER

APPROVED AS TO FORM:

Lucy Trigg  
Deputy Clerk



Patricia A. Hedrick  
Adams County Attorney's Office

LICENSOR  
METRO NORTH LTD., a California Limited Partnership

Ronald H. Johnson 12/22/03  
Name: RONALD H. JOHNSON Date  
Title: VIC PRESIDENT JAMES BURR PROPERTIES, INC  
A GENERAL PARTNER

STATE OF COLORADO )  
)ss.  
COUNTY OF Jefferson )

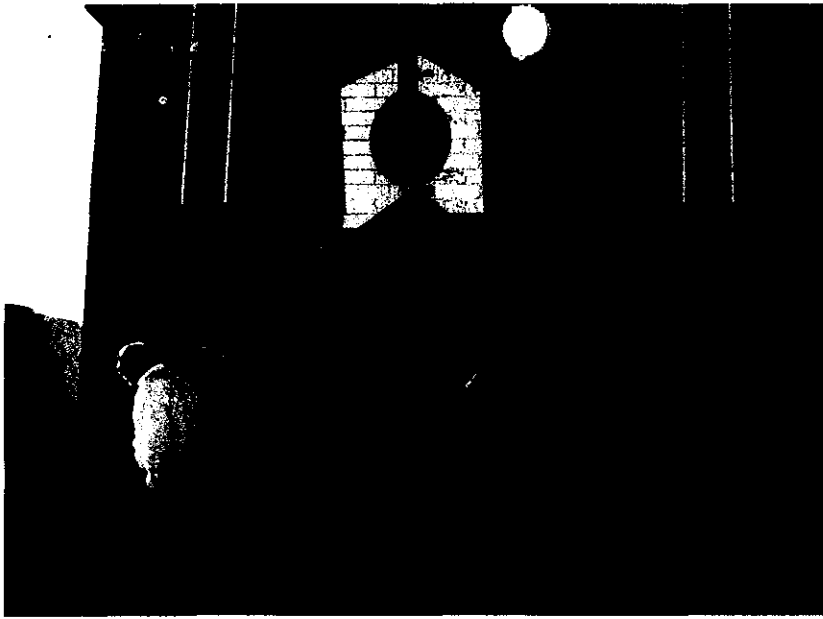
Signed and sworn to before me this 22nd day of December, 2003 by  
Ronald H. Johnson

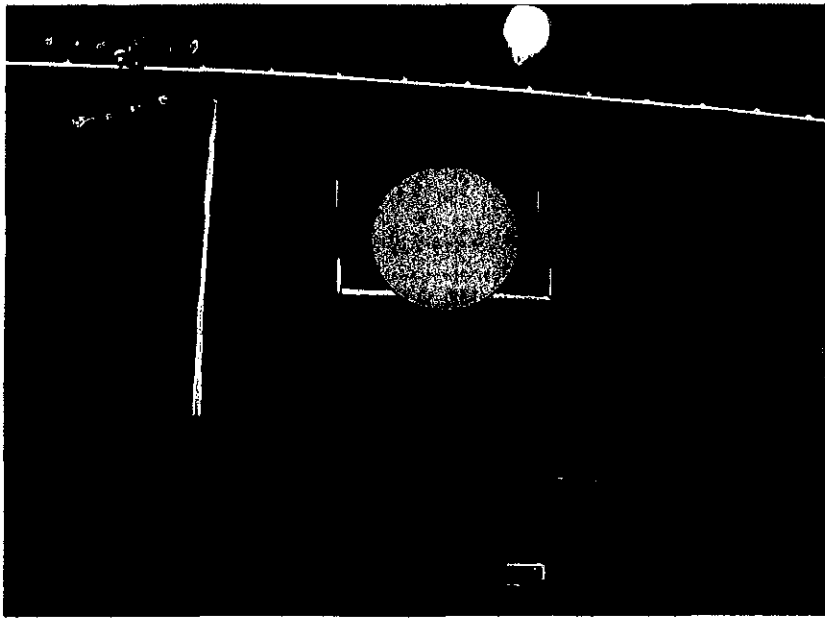
John W. Kriener  
Notary Public

My commission expires on: 9/24/04

**THE SIGNATURES OF ALL PARTIES TO THIS AGREEMENT MUST BE EITHER ATTESTED TO OR NOTARIZED.**

# **EXHIBIT A**





## FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment") dated as of October \_\_\_\_, 2017, is entered into by and between 2305 ARAPAHOE PARTNERS, LLC, a Colorado limited liability company, as successor to SouthGlenn Plaza Offices LLC ("Landlord"), and TSA Stores, Inc., a Delaware Corporation and TSAWD, Inc., a Delaware Corporation ("Tenant"), and amends that certain Office Building Lease dated November 17, 2016 (the "Lease") relating to 2305 E. Arapahoe Road, Suite 234, Centennial, CO 80122 (the "Premises") containing approximately 2,343 rentable square feet. Unless otherwise indicated, capitalized terms used in this Amendment have the meanings set forth in the Lease.

**1. Extension of Term.** The term of the Lease is hereby extended for one (1) year commencing January 1, 2018 and ending December 31, 2018 (the "Extended Term"). This extension is in lieu of any other extension or renewal options in the Lease, which are hereby deleted.

**2. Adjustment of Rent.** During the Extended Term, Tenant shall pay Minimum Rent for the Premises at the following rates during the periods indicated.

<u>Period</u>	<u>Monthly</u>	<u>Annual Rate</u>
1/1/18 – 12/31/18	\$2,635.88	\$13.50/sq. ft

Total minimum base rent for the executed term of the lease is thirty-one thousand, six hundred and thirty dollars and fifty-six cents (\$31,630.56). Landlord hereby approves a one-time payment of this amount, which upon receipt from Landlord represents all the minimum base rent due over the twelve-month renewal term.

Tenant shall continue to pay any and all Additional Rent and other amounts payable under the Lease during the Extended Term, including without limitation Tenant's Pro Rata Share of Operating Expenses.

**3. Brokers.** Tenant hereby represents and warrants that Tenant has not employed any broker in regard to this Amendment and that Tenant has no knowledge of any broker being instrumental in bringing about this transaction except Landlord's leasing agent Wheelhouse Commercial Management. Tenant shall indemnify Landlord against any expense incurred by Landlord as a result of any claim for brokerage or other commissions made by any other broker, finder, or agent, whether or not meritorious, employed by Tenant or claiming by, through, or under Tenant with respect to this transaction.

**4. Counterparts; Facsimile Signatures.** This Amendment may be executed in two or more counterparts (by electronic transmission or otherwise), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.



**ADDENDUM ONE TO  
ROOFTOP ANTENNA LICENSE AGREEMENT WITH METRO NORTH**

To that certain Rooftop Antenna License Agreement ("Agreement"), dated December 17, 2003, by and between METRO NORTH, LTD, a California limited partnership ("Licensor"), and ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS ("Licensee"), for the premises at 11990 Grant Street, Northglenn, Colorado 80233.

The Agreement is hereby amended for the purpose of extending its term for three (3) additional calendar years as follows:

Lease Extension Terms

1. The term of the Agreement shall be extended for an additional three (3) calendar years plus fifteen (15) days, starting December 17, 2004 and ending December 31, 2007, subject to annual appropriations herefor by Licensee.

2. During the extended term, the License Fee shall be:

- \$600 per month from December 17, 2004 through December 31, 2005;
- \$625 per month from January 1, 2006 through December 31, 2007; and
- \$650 per month from January 1, 2007 through December 31, 2008.

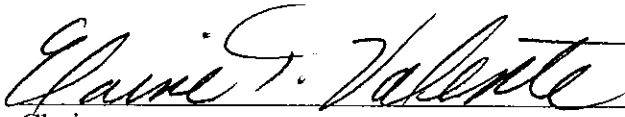
3. The Agreement and this Addendum contain the entire understanding of the Licensor and Licensee and may not be changed, modified, or waived except by an instrument in writing that is signed by both parties.

4. This Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. In the event of conflicts or inconsistencies between this Addendum and the Agreement, the provisions of the Agreement shall control. All other terms and conditions of the Agreement not affected by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Addendum with the respective dates set forth below with the intent to be legally bound thereby as of the Effective Date of this Addendum

LICENSEE  
BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

  
Chair

1.3.05  
Date

ATTEST:  
CAROL SNYDER  
CLERK AND RECORDER

*[Signature]*  
Deputy Clerk



APPROVED AS TO FORM

*[Signature]*  
Adams County Attorney's Office

LICENSOR  
METRO NORTH, LTD, a California Limited Partnership  
By THE SUMMIT GROUP, INC., a Colorado Corporation, Agent for Licensor

*[Signature]*  
By: Emeric R Holderith, President

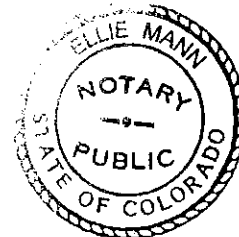
1/14/05  
Date

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF JEFFERSON        )

Signed and sworn to before me this 14<sup>th</sup> day of January, 2005 by Emeric R. Holderith, President of The Summit Group, Inc., a Colorado corporation, agent for Licensor.

*[Signature]*  
Norary Public

My commission expires on: 3/31/08



COMMISSION EXPIRES 03/31/08

~~ONE~~<sup>TWO</sup>  
ADDENDUM ONE TO  
ROOFTOP ANTENNA LICENSE AGREEMENT WITH METRO NORTH

This Addendum ~~1~~<sup>2</sup> ("Addendum ~~1~~<sup>2</sup>") to that certain Rooftop Antenna License Agreement ("Agreement"), dated December 17, 2003, by and between METRO NORTH, LTD, a California limited partnership ("Licensor"), and ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS ("Licensee"), for the premises at 11990 Grant Street, Northglenn, Colorado 80233.

The Agreement is hereby amended for the purpose of extending its term for one (1) additional calendar year as follows:

Extension Terms

1. The term of the Agreement shall be extended for an additional one (1) calendar year, starting January 1, 2008 and ending December 31, 2008, subject to annual appropriations by Licensee.
2. During the extended term, the License Fee shall be:
  - \$750 per month from January 1, 2008 through December 31, 2008;
3. The Agreement and this Addendum ~~1~~<sup>2</sup> contain the entire understanding of the Licensor and Licensee and may not be changed, modified, or waived except by an instrument in writing that is signed by both parties.
4. This Addendum ~~1~~<sup>2</sup> may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
5. In the event of conflicts or inconsistencies between this Addendum ~~1~~<sup>2</sup> and the Agreement, the provisions of this Addendum ~~1~~<sup>2</sup> shall control. All other terms and conditions of the Agreement not affected by this Addendum 1 shall remain in full force and effect.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Addendum ~~1~~<sup>2</sup> with the respective dates set forth below with the intent to be legally bound thereby as of the Effective Date of this Addendum

LICENSEE  
BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

  
Chair

  
Date



**ADDENDUM THREE TO  
ROOFTOP ANTENNA LICENSE AGREEMENT WITH METRO NORTH**

This Addendum 3 ("Addendum 3") to that certain Rooftop Antenna License Agreement ("Agreement"), dated January 7, 2009, by and between METRO NORTH, LTD, a California limited partnership ("Licensor"), and ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS ("Licensee"), for the premises at 11990 Grant Street, Northglenn, Colorado 80233.

The Agreement is hereby amended for the purpose of extending its term for three (3) additional calendar years as follows:

Extension Terms

1. The term of the Agreement shall be extended for an additional two (2) calendar years and eleven (11) months, starting February 1, 2009 and ending December 31, 2011, subject to annual appropriations by Licensee.
2. During the extended term, the License Fee shall be:
  - \$735 per month from February 1, 2009 through December 31, 2009
  - \$771.75 per month from January 1, 2010 through December 31, 2010
  - \$810.34 per month from January 1, 2011 through December 31, 2011;
3. The Agreement and this Addendum 3 contain the entire understanding of the Licensor and Licensee and may not be changed, modified, or waived except by an instrument in writing that is signed by both parties.
4. This Addendum 3 may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
5. In the event of conflicts or inconsistencies between this Addendum 3 and the Agreement, the provisions of this Addendum 3 shall control. All other terms and conditions of the Agreement not affected by this Addendum 3 shall remain in full force and effect.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Addendum 3 with the respective dates set forth below with the intent to be legally bound thereby as of the Effective Date of this Addendum

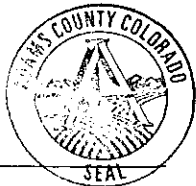
LICENSEE  
BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

  
Chair


  
Date

ATTEST:  
KAREN LONG  
CLERK AND RECORDER


  
Deputy Clerk



APPROVED AS TO FORM

  
Adams County Attorney's Office

LICENSOR  
METRO NORTH, LTD, a California Limited Partnership  
By THE SUMMIT GROUP, INC., a Colorado Corporation, Agent for Licensor

  
By: Emeric R Holderith, President

Date 1/13/09

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF JEFFERSON        )

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by Emeric R. Holderith, President of The Summit Group, Inc., a Colorado corporation, agent for Licensor.

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

My commission expires on: \_\_\_\_\_

**ADDENDUM FOUR TO  
ROOFTOP ANTENNA LICENSE AGREEMENT WITH METRO NORTH**  
January 17, 2012

This Addendum 4 ("Addendum 4") to that certain Rooftop Antenna License Agreement ("Agreement") dated January 7, 2009, by and between METRO NORTH, LTD., a California Limited Partnership ("Licensor"), and ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS ("Licensee"), for the premises at 11990 Grant Street, Northglenn, Colorado 80233,

The Agreement is hereby Amended for the purpose of extending its term for three (3) additional calendar years as follows:

**Extension Terms:**

1. The Term of the Agreement shall be extended for an additional two (2) years and eleven (11) months, starting February 1, 2012 and ending December 31, 2014, subject to annual appropriations by Licensee.
2. During the extended term, the License Fee shall be:  
  
\$850.86 per month from February 1, 2012 through December 31, 2012  
\$893.40 per month from January 1, 2013 through December 31, 2013  
\$938.07 per month from January 1, 2014 through December 31, 2014
3. The Agreement and this Addendum 4 contain the entire understanding of the Licensor and Licensee and may not be changed, modified, or waived except by an instrument in writing that is signed by both parties.
4. This Addendum 4 may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
5. In the event of conflicts or inconsistencies between this Addendum 4 and the Agreement, the provisions of this Addendum 4 shall control. All other terms and conditions of the Agreement not affected by this Addendum 4 shall remain in full force and effect.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Addendum 4 with the respective dates set forth below with the intent to be legally bound thereby as of the Effective Date of this Addendum 4.

LICENSEE:

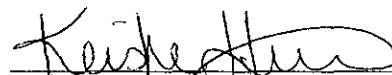
~~BOARD OF COUNTY COMMISSIONERS~~ FINANCE & INFORMATION TECHNOLOGY DEPARTMENT  
ADAMS COUNTY, COLORADO

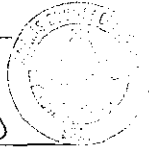
  
Chair DIRECTOR

Date: 3-14-12

ATTEST:

  
CLERK AND RECORDER

  
Deputy Clerk



APPROVED AS TO FORM:

  
Adams County Attorney's Office

LICENSOR:

METRO NORTH, LTD., a California Limited Partnership

By: THE SUMMIT GROUP, INC., a Colorado Corporation, Agent for Licensor

By:   
Emeric R. Holderith, President

Date: 4/5/12

STATE OF COLORADO            )  
  ) ss.

COUNTY OF JEFFERSON )

Signed and sworn to before me this <sup>37.</sup> ~~January~~ <sup>April</sup> 5<sup>th</sup> day of 2012, by Emeric R. Holderith,  
President of The Summit Group, Inc., a Colorado Corporation, agent for Licensor.

My commission expires: 6.30-13

*Barbara Natelli*  
Notary Public

**THE SIGNATURES OF ALL PARTIES TO THIS ADDENDUM MUST BE EITHER ATTESTED TO OR NOTARIZED.**

BARBARA NATELLI  
NOTARY PUBLIC  
STATE OF COLORADO  
Expires June 30, 2013



**ADDENDUM FIVE TO  
ROOFTOP ANTENNA LICENSE AGREEMENT WITH METRO NORTH**

THIS ADDENDUM FIVE ("Addendum 5") with an effective date of September 7, 2017 ("Effective Date") to that certain Rooftop Antenna License Agreement dated December 17, 2003, and amended by Addendum 1 dated on or about January 14, 2005, Addendum 2 dated on or about December 20, 2007, Addendum Three dated January 7, 2009, and Addendum Four dated January 17, 2012 ("Agreement") by and between METRO NORTH, LTD, a California limited partnership ("Licensor"), and ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS ("Licensee"), for the building at 11990 Grant Street, Northglenn, Colorado 80233.

This Agreement is hereby amended for the purpose of extending its term and for other purposes as follows:

1. Sections 2. Rent and 3. Term shall be amended as follows: The Term of the Agreement shall be extended until September 30, 2022. Commencing on the 1<sup>st</sup> day of the month after the Effective Date of this Addendum 5, the License Fee shall be \$1,025.00 per month. The Licensee shall be changed from "Adams County Board of County Commissioners" to "Adams County Colorado". Licensee, as tenant, is executing Amendment One to that certain Lease for Suite 216 at 11190 North Grant Street in Northglenn, Colorado 80233.

2. Section 10. Event of Default shall be amended by the addition of the following subparagraph d:

d. Default by Tenant under that certain Office Space Lease dated April 11, 2014 by and between Metro North, Ltd and Adams County Colorado for Suite 216, 11190 Grant Street, Northglenn, Colorado, as amended by Amendment One, dated September 7, 2017.

3. Section 14. Termination by Licensee is hereby deleted.

4. Section 20. Notices shall be amended by inserting the following place of notices for Licensor and Licensee:

For Licensor

Wheelhouse Commercial Management  
Attn: John W. Hiemer  
574 Santa Fe Drive, #300  
Denver, CO 80204  
Phone: (303) 991-6499  
Email: jhiemer@wheelhousecommercial.com



For Licensee

Adams County Colorado

FT Director  
Kevin Beach  
4430 S Adams Cnty Pkwy

Phone: 720-523-656

Email: KBeach@adco.gov.ors

5. The following section 31. Holdover shall be added:

31. Holdover. This Agreement shall terminate without further notice at the expiration of the Term and Landlord may immediately commence eviction proceedings. Any holding over by Licensee after expiration of the Term shall neither constitute a renewal nor extension of this Agreement nor give Licensee any rights in or to the Building, except as expressly provided in this section. Any such holding over shall be deemed an unlawful detainer at the Building. Any such holding over to which Licensor has not immediately initiated eviction proceedings shall be construed to be a tenancy or license from month to month, on the same terms and conditions herein specified insofar as applicable, except that the Rent shall be increased to an amount equal to one hundred fifty (150%) percent of the Rent payable during the last full month immediately preceding such holding over.

6. Except for the Lease, the Agreement and this Addendum 5 contain the entire understanding of the Licensor and Licensee and may not be changed, modified, or waived except by an instrument in writing that is signed by both parties.

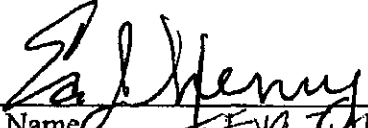
7. This Addendum 5 may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. In the event of conflicts or inconsistencies between this Addendum 5 and the Agreement, the provisions of this Addendum 5 shall control. All other terms and conditions of the Agreement not affected by this Addendum 5 shall remain in full force and effect, including but not limited to Section 9. Utilities.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Addendum 5 with the respective dates set forth below with the intent to be legally bound thereby as of the Effective Date of this Addendum.

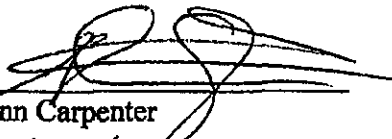


**LICENSEE:**  
ADAMS COUNTY COLORADO


By:   
Print Name: Eva J. Henry  
Title: Chair  
Date: 9/20/17

**LICENSOR:**  
METRO NORTH, LTD.  
A California Limited Partnership

CC&B INVESTMENT GROUP, INC.  
a California Corporation  
General Partner

By:   
Print Name: Glenn Carpenter  
Title: Co-President  
Date: 9/18/17

APPROVED AS TO FORM  
COUNTY ATTORNEY





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> Community Corrections Case Management System
<b>FROM:</b> Raymond H. Gonzales, County Manager Patti Duncan, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a proposal award to Tetrus Corporation for the Community Corrections Case Management System

### **BACKGROUND:**

The Adams County Community Corrections Program (ComCor) has had a long standing need to upgrade the software currently utilized to manage the case files of clients that are participating in the County's prisoner reentry program. Their current system lacks the communication capabilities with other agency systems desired by ComCor and would need to secure data as more modern software would. Given this, ComCor was seeking a secure, web-based solution that will support collecting forms, process documents, reports, communication logs and supporting documentation. The system must also address compliance and audit functions. On January 28, 2016, the County issued a formal Request for Proposal (RFP) on the Rocky Mountain ePurchasing System in search of a qualified contractor for this solution. Proposals were opened on March 16, 2016 with five firms submitting responses; Tetrus Corporation, Connectrex Corp, CMSI, Carahsoft Technology Corporation and Cirqular Inc.

Upon initial evaluation, it was determined that the responses from Carahsoft Technology Corporation and Cirqular Inc., did not meet the technical requirements and were eliminated. The response from Tetrus Corporation, who received the second highest average technical score, was also initially removed from consideration at the time as their proposed system exceeded the project's budget. The remaining two contractors, Connectrex Corp and CMSI, were brought in for site visits to demonstrate their systems to the evaluation committee. However, due to an unforeseen situation and resulting non-availability of a key member of the evaluation committee, delays occurred with the project preventing the onsite visits. On-site demonstrations occurred in November, 2016. After these visits, there was uncertainty amongst the committee as to whether the proposed systems from these contractors would be able to meet ComCor's needs. Further delays with the project occurred as the committee contemplated the possibility of an in-house approach to develop a usable system. After a thorough review the committee preferred a vendor option.

In the second quarter of 2017, the County continued to gauge the interest of the contractors in the project as communications with them had been limited since their onsite visits. Due to their high technical scores, the Purchasing Division was also asked to reach out to Tetrus Corporation during this time regarding their proposal to determine if they fully understood the scope and if this determination resulted in a higher cost for the system they proposed. After several discussions with Tetrus Corporation by the Purchasing Division, it was found that the firm proposed a much larger system than is needed and that is what led to the high proposed cost. Tetrus Corporation was asked to present and demonstrate their system to the evaluation committee. Connectrex Corp was also asked to provide further insight into their product and again came onsite to demonstrate if their system could be customized into a product that met ComCor's needs. CMSI removed themselves from consideration for the RFP during this time as they had experienced personnel changes and felt they could no longer provide us with a capable system.

A new round of evaluations occurred. The committee determined that the systems proposed by Connectrex Corp and Tetrus Corporation would both be able to meet ComCor's needs. Purchasing was asked to negotiate a new cost from Tetrus Corporation so a proper comparison could be made regarding the fiscal investment of each system. The new cost proposed by Tetrus Corporation was substantially lower than the original amount submitted. With all necessary information in hand, the evaluation committee determined that the system proposed by Tetrus Corporation provided the best value to Adams County. Although higher in cost, the committee felt that the Tetrus Corporation system would be better able to meet ComCor's current needs and has a more flexible approach to meet the future needs to interface with other systems operated by partnering agencies.

It is recommended that Tetrus Corporation be awarded an agreement to provide a Community Corrections Case Management System in the initial amount of \$195,000.00. Annual system maintenance costs as noted below are subject to annual budget appropriations. The total estimated amount for system maintenance during this period is \$143,492.00 which will bring the total investment in the system for the County to \$338,492.00 over five years.

Annual Maintenance Fees\*

Year 1: \$26,500.00  
Year 2: \$27,560.00  
Year 3: \$28,622.00  
Year 4: \$29,809.00  
Year 5: \$31,001.00

\*Annual maintenance fees will begin upon the County's acceptance of the developed system.

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

Human Resources Department, Community Corrections Division  
Information Technology and Innovation Department

**ATTACHED DOCUMENTS:**

Resolution  
Evaluation Score Summary Sheet

**FISCAL IMPACT:**

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

<b>Fund: 1</b>
<b>Cost Center: 9275</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9215	92751501	\$296,876.00
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><u>\$296,876.00</u></u>

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

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

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT TO  
TETRUS CORPORATION FOR A COMMUNITY CORRECTIONS  
CASE MANAGEMENT SYSTEM

WHEREAS, Tetrus Corporation submitted a proposal on March 16, 2016 to provide a Case Management System for the County Community Corrections Program; and,

WHEREAS, after thorough evaluation it was deemed that Tetrus Corporation (Contractor) was the most responsive and responsible proposer; and,

WHEREAS, Contractor agrees to provide a Community Corrections Case Management System in the initial not to exceed amount of \$195,000.00; and,

WHEREAS, Contractor agrees to maintain the system for a period of 5 years, after delivery acceptance, in the not to exceed amounts of \$26,500.00 for year 1, \$27,560.00 for year 2, \$28,622.00 for year 3, \$29,809.00 for year 4 and \$31,001.00 for year 5.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Tetrus Corporation to provide a Community Corrections Case Management System.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with Tetrus Corporation after negotiation and approval as to form is completed by the County Attorney's Office.

**RFP #2016.103 - COMCOR CASE MANAGEMENT SYSTEM EVALUATION SUMMARY SHEET**

**CONTRACTOR: CONNECTREX**

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	CATEGORY TOTALS	COST
PROPOSED SYSTEM	45	33	34	36	28	30	29	190	\$110,590
EXPERIENCE	20	15	17	14	14	12	14	86	
SYSTEM QUALITY	15	10	13	12	13	12	11	71	
<b>TOTALS:</b>	<b>80</b>	58	64	62	55	54	54	347	

**TOTAL SCORE:** 347

**TOTAL AVG. SCORE:** 57.8

**CONTRACTOR: TETRUS CORP**

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	CATEGORY TOTALS	COST
PROPOSED SYSTEM	45	39	36	33	25	26	25	184	\$195,000
EXPERIENCE	20	18	17	15	14	11	12	87	
SYSTEM QUALITY	15	15	14	14	12	9	9	73	
<b>TOTALS:</b>	<b>80</b>	72	67	62	51	46	46	344	

**TOTAL SCORE:** 344

**TOTAL AVG. SCORE:** 57.3





**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> October 31, 2017
<b>SUBJECT:</b> Home Based Intervention Services
<b>FROM:</b> Raymond H. Gonzales, County Manager; Patti Duncan, Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment Two with Savio House for Home Based Intervention Services.

**BACKGROUND:**

Home based interventions are services provided primarily in the home of the client and can include the following services; therapeutic, concrete, collateral, and crisis intervention. Savio House provides home based services to families with young children age birth to 12 years or older who are at risk of child abuse or neglect. Savio House was awarded an agreement to provide these services for the Adams County Human Services Department. The Board of County Commissioners approved the renewal of this agreement in April of 2017. The term of this agreement is June 1, 2017 through May 31, 2018.

The Human Services Department is requesting an agreement increase as follows:

Contractor	Current Amount	Increase	Total Agreement Amount	Core Funding
Savio House	\$125,000.00	\$175,000.00	\$300,000.00	80/20

This adjustment is being requested due to an increased need for home based intervention services. In the 2016/2017 contract year, Savio served a total of 48 clients. As of June, 2017, Savio House has already provided services to 45 clients. The additional funds will allow the Human Services Department to continue their focus on keeping children at home with their families.

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

Human Services Department, Children and Family Services Division

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 15
<b>Cost Center:</b> 2020X2401800

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		\$240,000
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$240,000</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	8310		\$300,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$300,000</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND SAVIO HOUSE FOR HOME BASED INTERVENTION  
SERVICES**

WHEREAS, Savio House currently provides home based intervention services to families referred by the Adams County Human Services Department; and,

WHEREAS, due to the increased need for home based services, the Human Services Department would like to add an additional \$175,000.00 to the existing agreement for a total contract price of \$300,000.00; and,

WHEREAS, this program is funded 80/20 under Core Services, 80% is paid by the State with a 20% County match required.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement between Adams County and Savio House be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign said Amendment Two after approval as to form is completed by the County Attorney's Office.



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

**CASE NO.: RCU2017-00031**

**CASE NAME: SUNSHARE HUDSON**

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**EXHIBIT 1 – BoCC Staff Report**

**EXHIBIT 2- Maps**

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

**EXHIBIT 3- Applicant Information**

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan

**EXHIBIT 4- Referral Comments**

- 4.1 Referral Comments (Adams County)
- 4.2 Referral Comments (Bennett Fire)
- 4.3 Referral Comments (Colorado Division of Natural Resources)
- 4.4 Referral Comments (FAA)
- 4.5 Referral Comments (TCHD)
- 4.6 Referral Comments (Xcel)

**EXHIBIT 5- Citizen Comments**

None

**EXHIBIT 6- Associated Case Materials**

- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
- 6.5 Property Owner Labels
- 6.6 Certificate of Posting



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**October 31, 2017**

CASE No.: <b>RCU2017-00031</b>	CASE NAME: <b>SunShare Hudson</b>
--------------------------------	-----------------------------------

Owner's Name:	L&S Capital, Ltd.
Applicant's Name:	Hudson Community Solar Garden, LLC
Applicant's Address:	1441 18 <sup>th</sup> Street, Suite 400, Denver CO 80202
Location of Request:	5950 Hudson Road
Nature of Request:	A conditional use permit to allow a solar garden on the property
Zone Districts:	Agriculture-3 (A-3) with Overlay
Comprehensive Plan:	Mixed-Use Employment
Site Size:	20 acres
Proposed Uses:	Solar Garden
Existing Use:	Vacant
Hearing Date(s):	<b>PC: October 12, 2017 / 6:00 p.m.</b>
	<b>BOCC: October 31, 2017 /9:30 a.m.</b>
Report Date:	September 25, 2017
Case Manager:	Greg Barnes
Staff Recommendation:	APPROVAL with 8 Findings-of-Fact and 9 Conditions
PC Recommendation:	APPROVAL with 8 Findings-of-Fact and 9 Conditions

**SUMMARY OF PREVIOUS APPLICATIONS**

On March 25, 2011, the County issued a building permit for two grain silo structures on the northwestern corner of the property.

On January 2, 2016, the Board of County Commissioners approved a conditional use permit to allow a solar garden on the subject property (Case # RCU2015-00037). Per Section 2-02-08-09 of the Adams County Development Standards and Regulations, a conditional use permit shall expire after one (1) year if a building permit has not been issued. The applicant did not obtain a building permit prior to January 2, 2017; and the conditional use permit expired.

## SUMMARY OF APPLICATION

### **Background**

Hudson Community Solar Garden, LLC, the applicant, is requesting a conditional use permit (CUP) to allow a solar garden facility on the subject property. The proposed solar garden facility is in cooperation with Xcel Energy, which is mandated by Colorado Law (Amendment 37 and SB 252) to provide 30% renewable energy as part of its electric generation by the year 2020. According to the applicant, the project is part of Xcel's Solar Rewards Community program. This program allows utility customers to purchase, or lease, interests in solar-generating facilities to offset their home or business electricity consumption with their share of the solar credit.

The proposed solar garden would occupy approximately twenty (20) acres of a three-hundred and sixteen (316) acre property. Specifically, the project will be located on the northwestern section of the larger property. The site plan shows the solar panels are proposed to be arranged in rows and will be constructed in two clusters that consist of approximately 6,000 solar panels (see Exhibit 3.2). The maximum height of the panels will be nine feet. There is also a proposed eight-foot high chain link fence to be constructed along the perimeter of the solar garden. No landscaping is proposed with the development of the site.

### **Site Characteristics:**

The subject property is located between Denver International Airport and Front Range Airport. Currently, the property is utilized for agricultural and residential uses. There is an existing 640 square foot single-family dwelling and 2,940 square foot accessory structure located on the southeastern portion of the property. According to records on file, the single-family dwelling was constructed in 1918; and the accessory structure was constructed in 1961. There are also two grain silos, a petroleum-producing well, and overhead power lines located on the property. The grain silos are located directly west, and the petroleum well is located southwest of the solar garden. The power lines run through the center of the property, outside of the solar garden area. All the existing structures are located outside the boundary of the proposed solar garden. The remainder of the lot is undeveloped.

The property has street frontages on three sides: Hudson Road to the west; East 56<sup>th</sup> Avenue to the south; and Watkins Road to the east. Access to the proposed solar garden would be from Hudson Road. Currently, there is an existing driveway access to the petroleum well and grain silos. A new driveway will be created north of the grain silos to serve the proposed solar facility.

### **Development Standards and Regulations Requirements:**

Per Section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a solar garden facility in the A-3 zone district. In addition, Section 4-03-03-02-10 of the County's Development Standards and Regulations outlines performance standards for solar energy uses. These performance standards regulate height and setbacks for solar panels. In accordance with the performance standards, the maximum height for solar panels is 15 feet. According to the applicant, the proposed solar panels will not exceed nine (9) feet in height. In addition, the panels will conform to all setback requirements of the A-3

zone district, which include a 50-foot front setback, a 10-foot side setback, and a 20-foot rear setback.

The proposed solar garden site is located within four overlay districts: (1) the Airport Influence Zone (AIZ); (2) the Airport Height Overlay (AHO); (3) the Airport Noise Overlay (ANO); and (4) the Natural Resources Conservation Overlay (NRCO). The AIZ district prohibits development activity that encourages wildlife and interferes with aviation. The ANO district is intended to protect development from prolonged exposure to airport noise. The proposed solar garden development does not include occupied structures and will be consistent with the AIZ or ANO zone overlay requirements.

The AHO district is intended to ensure structure heights do not interfere with aircraft approach, landing, or takeoff. The applicant submitted an aeronautical study, which has been reviewed and approved by Denver International Airport and the Federal Aviation Administration showing the proposed development of the site will not cause disruption to aviation activities.

The NRCO overlay district is intended to protect natural, wildlife, agricultural, and cultural resources. The NRCO overlay district has a general boundary, and requires a site-specific resources review to determine if specific conservation action shall be required based on the proposed development. The applicant has submitted a site-specific review to the County, and no further conservation action was required by the applicant to comply with the overlay district requirements.

**Future Land Use Designation/Goals of the Comp-Plan for the Area**

The future land use designation on the property is Mixed-Use Employment. Per Chapter 5 of the Adams County Comprehensive Plan, Mixed-Use Employment designated areas are intended to allow a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. Mixed-Use Employment areas are in locations that will have excellent transportation access and visibility, but are not suitable for residential uses. In addition, a primary objective of the Mixed-Use Employment designation is to accommodate a range of employment and supporting uses to serve employment needs; and to increase employment, and contribute to the County's tax base. A number of properties around Denver International Airport, Front Range Airport, and the I-70 corridor are designated for future Mixed-Use Employment to preserve future long-term opportunities for employment growth in these areas. However, any future development should be phased and concentrated around where urban services and infrastructure are most readily available.

The request to use the property for a solar garden is consistent with the Comprehensive Plan designation of Mixed-Use Employment. The use of the property would not inhibit future development of the site when adequate public facilities become available. Additionally, the production of sustainable energy supports the development of employment centers in the area.

**Surrounding Zoning Designations and Existing Use Activity:**

<p><b>Northwest Aurora – NE Plains Vacant/Oil &amp; Gas Well</b></p>	<p><b>North DIA / A-3 Agriculture/Vacant</b></p>	<p><b>Northeast A-3 Agriculture</b></p>
<p><b>West Aurora – NE Plains Vacant/Oil &amp; Gas Well</b></p>	<p><b>Subject Property A-3 Agricultural/Single-Family Residential/Oil &amp; Gas Well</b></p>	<p><b>East A-3 Vacant</b></p>
<p><b>Southwest Aurora – NE Plains Vacant</b></p>	<p><b>South Aurora – NE Plains Vacant</b></p>	<p><b>Southeast A-3 Vacant</b></p>

**Compatibility with the Surrounding Land Uses:**

A majority of the surrounding properties to the site are zoned as Agricultural-3 (A-3) and are currently vacant. However, there is a gas well located approximately 200 feet southwest of the proposed solar garden area. The subject request to allow the use of the property as a solar garden will be compatible with the surrounding area. The proposed use will not cause significant off-site impacts such as traffic, air pollution, noise, or lighting associated with the use. There will be initial construction truck traffic during installation of the solar panels. However, the traffic volume will cease after construction work is completed.

**PLANNING COMMISSION UPDATE:**

The Planning Commission (PC) considered this case on October 12, 2017. Mr. Robert Hayner, the applicant’s representative, spoke at the meeting and had no concerns with the staff report or information presented by staff at the meeting. The Planning Commission, specifically Ms. Garner, asked the applicant how the energy generated from the proposed solar garden would connect to a power grid system. The applicant’s representative informed the Planning Commission that the project would connect to overhead power lines located west of the site. The Planning Commission, specifically Ms. Richardson, also informed the applicant of the importance of maintaining and controlling excessive weed growth on the property.

There was no one from the public to speak in favor or in opposition to the request. The Planning Commission voted (6-0) to recommend approval of the request.

**Staff Recommendations:**

Based upon the application, the criteria for approval of a conditional use permit outlined in Section 2-02-08-06 of the County’s Development Standards, and a recent site visit, staff recommends approval of the request with 8 findings-of-fact, and 9 conditions.

**Findings-of-fact:**

1. The conditional use is permitted in the applicable zone district.



2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

**Recommended Conditions of Approval:**

1. This conditional use permit shall expire on October 31, 2038.
2. Prior to issuance of a building permit, the applicant shall file an Aircraft Activity Covenant with Disclosure with the Adams County Clerk & Recorder.
3. The applicant shall comply with all of the requirements of the Bennett Fire District provided in their letter dated August 9, 2017, including measures for weed control, International Fire Code compliance, and emergency responder access to the site.
4. The applicant shall comply with all of the requirements of the Colorado Division of Natural Resources provided in their letter dated July 25, 2017, including surveying for nesting birds, swift foxes, prairie dogs, and burrowing owls if installation of panels occurs at specific times of year.
5. The applicant shall comply with all of the requirements of the Tri-County Health Department provided in their letter dated August 9, 2017, including the use of portable toilets and trash enclosures during construction.
6. The applicant shall comply with all of the requirements of the Xcel Energy provided in their letter dated July 18, 2017, including the restriction of work within twenty (20) feet of the high-voltage electric transmission line located on the property approximately one hundred and twenty-five (125) feet to the west of the solar garden.
7. The applicant shall provide a security fence of at least six (6) feet, but no greater than eight (8) feet in height around the perimeter of the solar garden operation. A building permit shall be required for construction of the fence.
8. No landscaping is required with development of the site for a solar garden.
9. The solar panels on-site shall be removed when the conditional use permit expires, unless an extension or renewal is granted by the Board of County Commissioners.

## PUBLIC COMMENTS

Property Owners Notified	Number of Responses
10	0

Staff sent notices to property owners within a ½ mile (2,640 feet) of the subject request. As of writing this report, staff has received no comments from the public regarding the request.

### COUNTY AGENCY COMMENTS

A site-specific resources review was reviewed by the County’s Development Services, and determined no additional conservation efforts are required.

### REFERRAL AGENCY COMMENTS

There were no objections to the conditional use permit received from referral agencies. However, a number of the referral agencies expressed implementing certain precautionary measures, such as maintaining a safe distance from overhead power lines, installing temporary facilities for sanitation during panel installation, and surveying for wildlife at particular times of year. These precautionary measures have been shared with the applicant, and several conditions have been recommended to ensure compliance with the precautions.

**Responding with Concerns:**

Bennett Fire  
Colorado Division of Natural Resources  
Tri-County Health Department  
Xcel Energy

**Responding without Concerns:**

Federal Aviation Administration

**Notified but not Responding / Considered a Favorable Response:**

Bennett Park & Recreation District  
Bennett School District 29J  
Box Elder Water & Sanitation District  
Brighton School District 27J  
CDPHE  
Century Link  
City of Aurora  
Colorado Division of Wildlife  
Comcast  
Metro Wastewater Reclamation  
RTD



Community & Economic Development Department

4430 South Adams County Parkway,  
1st Floor, Suite W2000  
Brighton, CO 80601-8205  
PHONE 720.523.6800 FAX 720.523.6998

MEMORANDUM

To: Board of County Commissioners  
From: J. Gregory Barnes, Planner II *JGB*  
Subject: SunShare Hudson / Case # RCU2017-00031  
Date: October 31, 2017

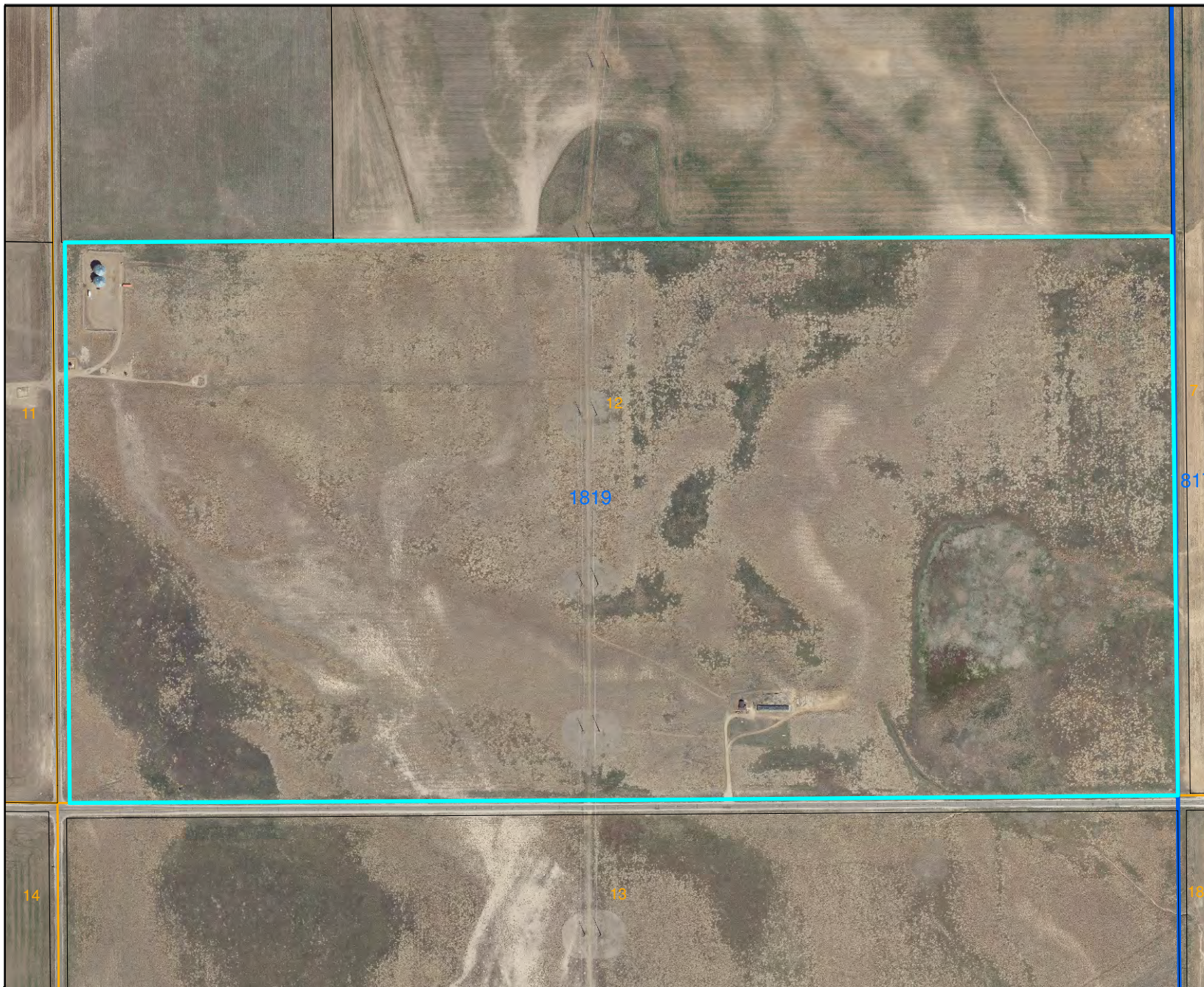
If the Board of County Commissioners does not concur with the Planning Commission recommendation of Approval, the following findings may be adopted as part of a decision of Denial:

**ALTERNATE RECOMMENDED FINDINGS**

Conditional Use Permit:

1. The conditional use is not permitted in the applicable zone district.
  2. The conditional use is inconsistent with the purposes of these standards and regulations.
  3. The conditional use will not comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
  4. The conditional use is incompatible with the surrounding area, not harmonious with the character of the neighborhood, detrimental to the immediate area, detrimental to the future development of the area, and detrimental to the health, safety, or welfare of the inhabitants of the area and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
1. The conditional use permit has not addressed all off-site impacts.
  2. The site is unsuitable for the conditional use including inadequate usable space, inadequate access, and presence of environmental constraints.
  3. The site plan for the proposed conditional use will not provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
  4. Sewer, water, storm water drainage, fire protection, police protection, and roads are unavailable and inadequate to serve the needs of the conditional use as designed and proposed.





**LEGEND**

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
- Major Water
- Zoning Line
- Sections

**SunShare Hudson Site**

**RCU2017-00031**

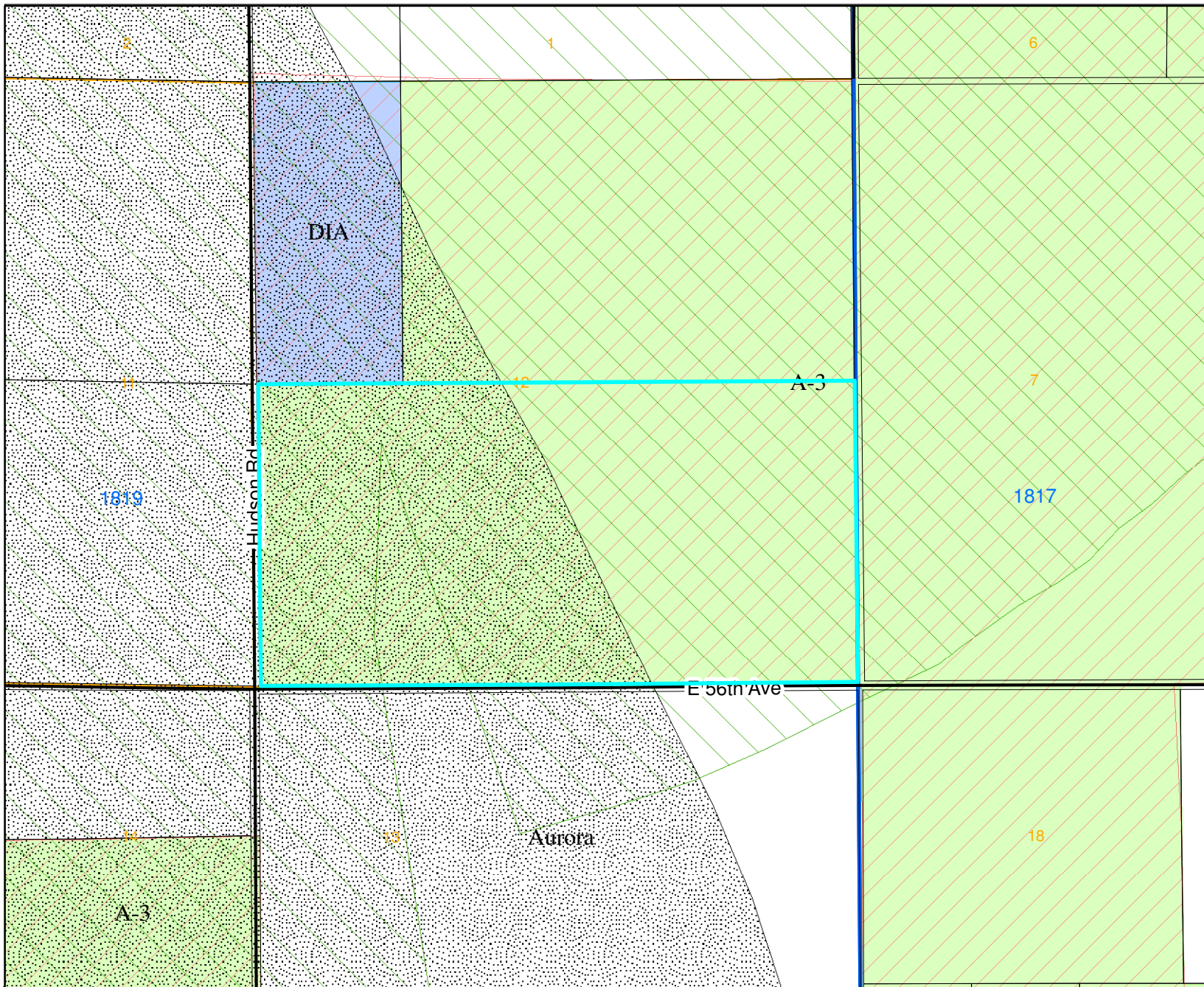


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































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**LEGEND**

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
-  Major Water
-  Zoning Line
-  Sections
- Zoning Districts**
-  A-1
-  A-2
-  A-3
-  R-E
-  R-1-A
-  R-1-C
-  R-2
-  R-3
-  R-4
-  M-H
-  C-0
-  C-1
-  C-2
-  C-3
-  C-4
-  C-5
-  I-1
-  I-2
-  I-3
-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

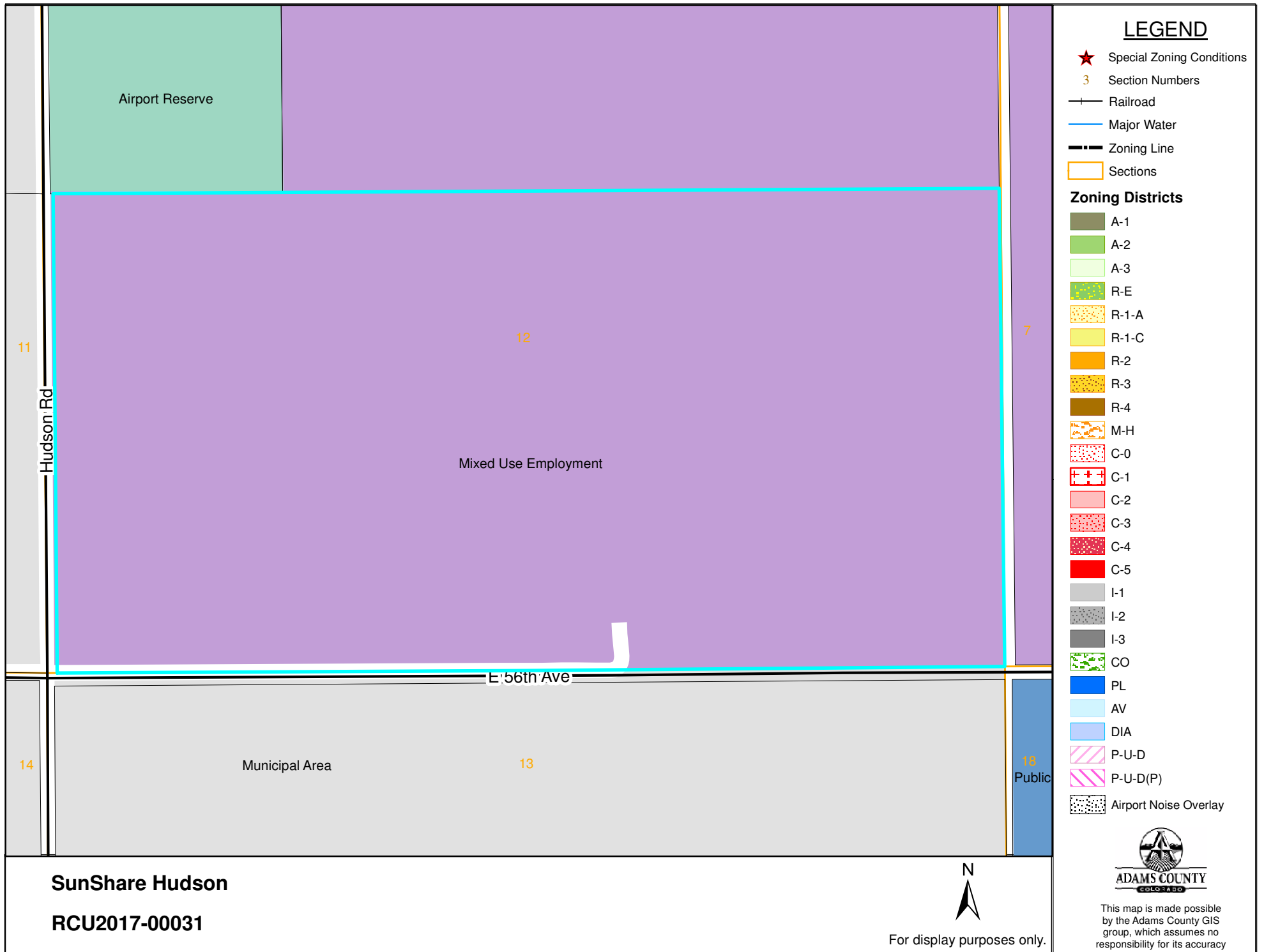
**SunShare Hudson Site**  
**RCU2017-00031**

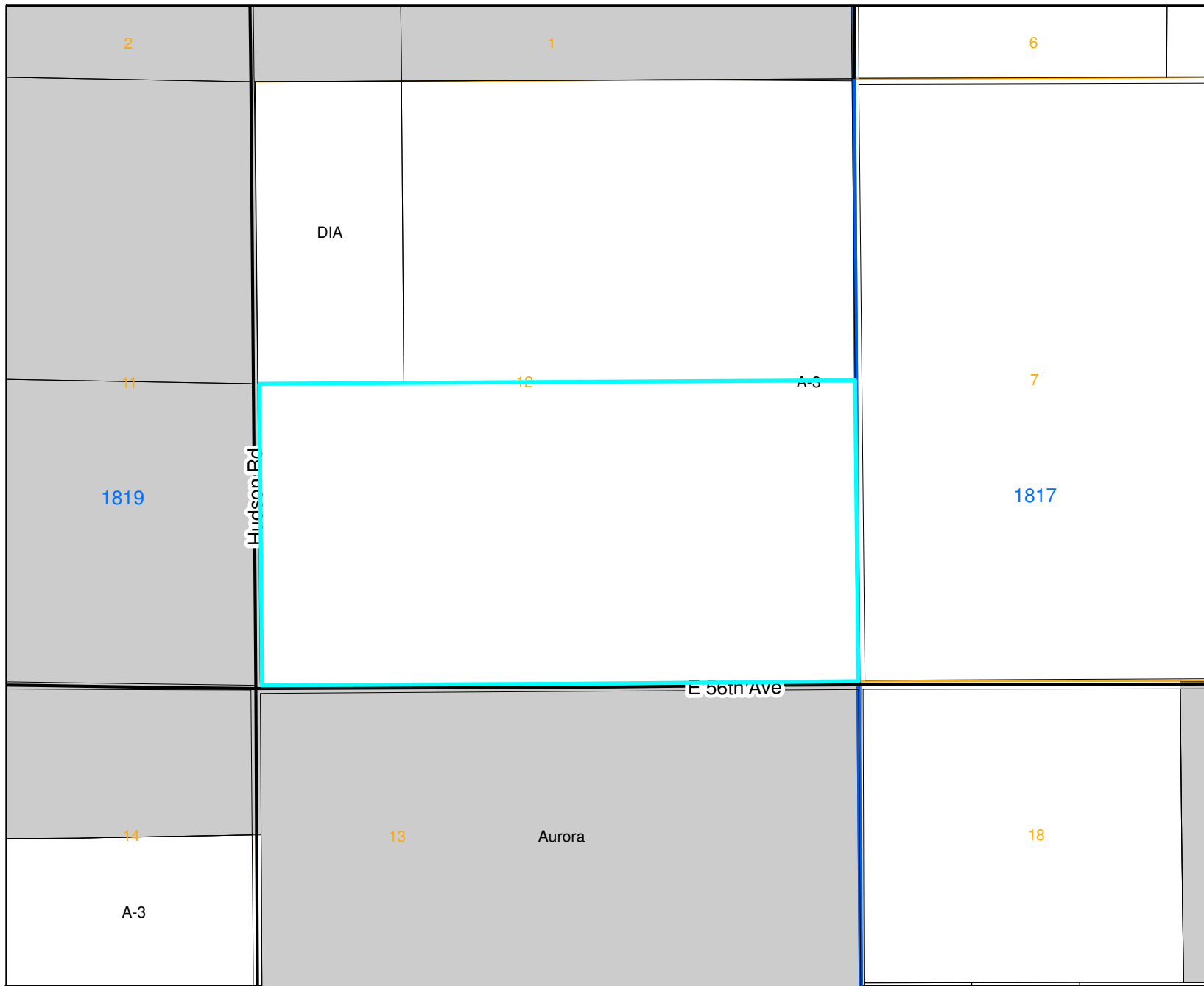


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**LEGEND**

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
- Major Water
- Zoning Line
- Sections

**SunShare Hudson Site**  
**RCU2017-00031**



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## Submittal Item C – Written Explanation

Originally Issued: September 20, 2015

Revised: July 12, 2017

To: Adams County Planning and Zoning

RE: Conditional Use Permit Application for a Community Solar Garden to be called "Hudson Community Solar Garden".

### Explanation of Project

Hudson Community Solar Garden LLC ("Applicant"), a wholly-owned subsidiary of SunShare LLC ("SunShare"), would like to build a Community Solar Garden ("Project") in cooperation with Xcel Energy at 5900 Hudson Road, Watkins, CO 80137. SunShare subsidiary CO Land Acquisitions LLC has executed a lease agreement for a nominal twenty (20) -acre parcel on the north of the three hundred and twenty (320) -acre subject property (Parcel ID 0181900000027). SunShare seeks a Conditional Use Permit ("CUP") from Adams County. The following outlines key aspects of the Project and our application:

1. The parcel is currently zoned A-3 "Ag dry farming land". In our previous experience in permitting similar projects in Adams County this is the proper zoning for a Major Energy Facility such as a Solar Garden. The site is not in a regulated floodplain and there are no site restrictions for this type of development. The Project site land is ideal for a solar facility due to its adjacent property uses, relatively flat topography, soil characteristics and close proximity to utility three phase distribution lines. The site features adequate space for the proposed use with no environmental constraints. All uses of the lease parcel under this development application will be compatible with the underlying zoning.
2. SunShare will design and construct the Project in accordance with all applicable zoning regulations and building codes, and in compliance with the requirements and conditions of the CUP issued by Adams County. SunShare will also ensure that any and all applicable performance standards are met or exceeded. Assuming that Commission and Board approval is received in time for us to begin the construction permitting process in November 2015, the





following tentative schedule is under consideration:

- CUP Approved / Building Permit Submitted Oct. 3, 2017
- Solar Garden Component Delivery Dec. 11, 2017 – Jan. 15, 2017
- Perimeter Fence Installation Oct. 16, 2017 – Nov. 03, 2017
- Solar Panel Foundation Installation Nov. 06, 2017 – Dec. 15, 2017
- Transformer and Inverter Installation Dec. 11, 2017 – Jan. 19, 2018
- Solar Panel Installation Dec. 13, 2017 – Jan. 19, 2018
- System Operational February 2018

3. The solar facility is expected to operate for twenty (20) years with likely extensions in Xcel interconnect contract. The photovoltaic (“PV”) technology proposed for installation will be of industry standard, has been used widely in thousands of projects across the state and country, and is designed to achieve a high level of performance efficiency. The technology is designed to exceed the 20-year design life of the facility. The technology features approximately ten thousand (10,000) standard PV modules mounted on single-axis tracking arrays and connected to central inverter stations. The tracking arrays will follow the sun; facing east in the morning, laying flat at noon, and facing west in the afternoon. The technology is clean, quiet and generates no dust or other environmental pollutants.

The long-term operation and maintenance of a solar facility is clean, quiet and safe. A quarterly maintenance diagnostic is the only regular traffic anticipated for the long-term maintenance of the facility. Amenities such as parking lots, water and sewer service, septic, and other infrastructure are not required due to the facility being unoccupied on a day-to-day basis. Performance of the solar facility is tracked through sophisticated data acquisition equipment that tracks production and allows remote system monitoring.

At the end of the project life the solar generation equipment will be removed from the site and the facility will be decommissioned. Many of the commodity components such as steel, aluminum and copper can be recycled. There may be a second-hand market for the used PV modules as they will continue to be usable. The Project site will be restored to its original state including reseeding of the native vegetation (low growth prairie grass).

4. Denver International Airport is located North of the subject property. The Front Range Airport is to the East of the Project. The Federal Aviation Administration (FAA) has provided a letter of no hazard to aviation regarding this project (see attachment). SunShare has obtained a letter from DIA from





their preliminary review of the proposed Project also with no initial objections (see attachment), although they did note that the project lies near a future runway approach should DIA expand their runways in the future. SunShare does not anticipate any aviation-related issues with this Project over the next twenty years.

5. The Bennett Fire Protection District Fire Marshall has been supportive of previous SunShare projects in the area. SunShare has obtained approval of the CUP plan set from the Bennett Fire Protection District (See attachment).
6. For previous SunShare projects in the area Steve Voehringer, Development Review Coordinator for the Water and Sanitation District, indicated that his Department would only be involved if the Fire Marshall needs a fire hydrant. Additionally, conversations with Tri-County Health regarding previous projects in the area determined that no permanent septic system is necessary for a solar garden. Consequently, SunShare is assuming that no permanent municipal or county water or sewer service will be needed at the site as these items are not required for daily operation of the Project, which will be unoccupied during daily operation. There is currently no permanent water or sewer at the site. SunShare or SunShare's general contractor will provide adequate and portable potable water, construction water and sanitary facilities during on-site construction activities; proof of which will be furnished during the construction permit phase.
7. SunShare does not anticipate any significant offsite impacts due to the Project, with no pollution, noise, emissions, heavy traffic or similar conditions expected during normal operation. There will be no lighting associated with the finished facility. Offsite impacts during construction will primarily be related to construction traffic and are more clearly detailed in the attached traffic letter. SunShare will design and build the Project in compliance with all zoning setbacks and outside of the future right-of-way for the planned future Hudson Road expansion. Applicant has obtained preliminary comments from the City of Aurora and will comply with all applicable recommendations (see attachment).
8. There are no environmental constraints related to this property. There are no trees, foliage, wetlands or other natural vegetation on site other than native low-growth prairie grass. No land grading will be required for the Project. The





natural drainage of the site topography will be maintained. These items are more clearly detailed in the attached drainage letter.

9. Access to the property would be from Hudson Road. Applicant will make use of the existing dirt road access from Hudson Road and will build a short access driveway with a code approved turn-around area as shown on the site plans. Hudson Road is controlled by the City of Aurora; Applicant has confirmed with Aurora that no access permit will be necessary for the proposed project access. Applicant will secure an access easement with the landowner and the neighboring oil/gas extraction lease holders as necessary for the portion of the existing road that we plan to use. Our access driveway would be a code approved road that is also compliant with fire access code. There will be ample space within the site boundaries for construction crew parking and equipment and material laydown. The proposed hammerhead cul-de-sac on the access driveway will provide ample parking space for maintenance inspection or repair activities; there will be no permanent staff onsite during normal operation.
10. Our solar site will be protected by a six to eight (6-8) feet high fence around the perimeter in compliance with National Electric Code (NEC) and for security reasons. Site may have several security cameras to monitor theft, vandalism, and weather conditions. Access to the Project site will be via a swing gate twenty (20) feet wide that will be locked. The lock will comply with the Bennett Fire Protection District's specifications and requirements. The Project fence line will be located four hundred (400) feet from the current Hudson Road right-of-way center line and does not abut any less intense uses identified under Section 4-16-18-01 of the Adams County Development Standards and Regulations. Consequently, Applicant is not including a landscaping plan as part of this planned use.
11. Construction of the solar garden is expected to mobilize in late 2017. The construction process is expected to last twelve to sixteen (12-16) weeks. No land grading is expected. Structural and mechanical installation will involve several trucks and crews and various pile driving and excavation machines. Electrical installation will involve several trucks, trenching machines, and crews including licensed electricians.





12. The solar array rows will extend north to south in neat, symmetrical rows. The modules will be mounted on single axis trackers meaning they will track from east to west on daily basis. At full tilt angle the height expected is nine (9) feet, but will be closer to six (6) feet at solar noon. The maximum allowable height for a ground-mounted solar system per Adams County Code Section 4-03-03-02-10 is fifteen (15) feet. Electrical equipment will consist of transformer and inverter stations located close to the solar arrays and grid interconnection equipment located on the western edge of the project site. All equipment will be set back at least twenty (20) feet from the fence line and are shown on the site plan at a distance of approximately seven hundred (700) feet from the Hudson Road center line. Given the distance of the Project from the road and the presence of a berm and large grain silos between the road and the Project, Applicant asserts that the visual impact of the Project from Hudson Road will be limited.
13. Interconnection to Xcel's distribution grid will be made to the distribution lines running north to south along Hudson Road or the existing utility lines serving the grain silos located immediately west of the Project. Xcel will most likely run a line from their distribution grid and connect to the electrical equipment on the western edge of our Project property. Applicant chose this site because of its close proximity to grid infrastructure and flat land suitable for solar development.
14. Applicant had previously held a community meeting related to this project on May 27, 2015 at Lulu's Inn in Watkins, CO. No objections to the proposed development were voiced at this meeting. A sign-in sheet for the meeting is attached for reference.
15. Conceptual Review Questions: The following issues were included as relevant planning issues in the Conceptual Review Letter sent after our meeting and are addressed as outlined below:
  - a. Water: Applicant does not believe that a permanent water source will be necessary for the long-term operation of the facility.
  - b. Sanitation: Applicant expects that sanitation will not be necessary for the long-term operation of the facility. A check for the relevant amount is included herein should Tri-County Health review be necessary.



- c. Soils: A soils report for the specific project parcel is pending. SunShare has evaluated other soils in the immediate area and is confident that the soils under the proposed site will be suitable for the proposed use.
- d. Public Land Fees: do not apply as Applicant is not platting the land.
- e. Traffic Impact Fees: See Submittal Item I and the attached Traffic Impact Study.
- f. Setbacks: Applicant will observe and maintain all required setbacks associated with the A-3 zone district and Section Line Arterial roads as necessary.
- g. Height: Applicant is not installing a screening fence at this facility due to the setback distances from the road. Solar system design will comply with the height requirements in Section 4-03-03-02-10.
- h. Animals: Should animals or livestock be kept on the Project parcel, Applicant will ensure that all requirements of the Animal Keeping Regulations are met.
- i. Parking: Permanent Parking will not be installed as the Project will not have a permanent staff during operation. There is ample space for craft parking during construction.
- j. Airport Height/Noise Overlay, Airport Zone of Influence: The proposed use is not specifically prohibited under Sections 3-32, 3-33 and 3-34. Applicant has secured a letter of no hazard determination from the FAA in regard to this proposed project (see attached letter). Pursuant to these Sections, the Project will not emit steam or smoke and is not considered to attract birds or other wildlife. A glare analysis was included in the FAA aviation hazard study, which determined no hazard to aviation. Applicant does not anticipate any interference with electronic communications between aviators and ground control. All other





applicable requirements of Sections 3-32, 3-33 and 3-34 will be complied with.

- k. **Municipal Growth Area:** Applicant has contacted the City of Aurora and has received preliminary comments from them regarding the proposed use. There were no major concerns stated other than ROW requirements related to Hudson Road (see attached letter).
- l. **Other:**
  - i. **Relationship with Energy Provider:** The project would be built and power delivered into the distribution grid under a supply agreement with Xcel Energy. Project ownership and operation would be by SunShare LLC or its subsidiaries and/or affiliates. SunShare LLC plans to secure third-party financing for the construction of the Project.
  - ii. **Neighborhood Meeting:** see item (14) above.
  - iii. **List of Frequently Asked Questions:** much of the information generally requested is already included in the preceding sections. Items mentioned but not previously specifically addressed:
    - 1. **Wind/Snow loads:** The solar modules and their racking will be designed to meet or exceed all required wind or snow loading ratings.
    - 2. **PV Cell Life:** PV cells can last for decades and degrade at a set rate as energy is produced. Module manufacturer output guarantees last for 20-25 years, coinciding with the proposed project life. It is expected that the modules will still be capable of energy production upon plant decommissioning.
    - 3. **Weed Control:** Native ground cover (low growth grasses/wildflowers) will be planted after construction. If necessary, weed control will be achieved through mowing. However, Applicant is considering periodic livestock grazing as a method of plant control within the project parcel.
    - 4. **Metrics:** There is no set way to determine exactly how many homes could benefit directly from a solar installation. However, based on averages, approximately four to six hundred (400-600) homes could potentially benefit from this Project.
  - iv. **Potential issues:**
    - 1. **Environmental:** Environmental issues for the Project site related to PV technology installation or operation are not





anticipated. The use of toxic substances during construction is expected to be limited to diesel or gasoline fuel for construction equipment. PV technology is clean and quiet and generates no harmful emissions.

2. Cultural or historical issues: no cultural or historical issues are expected as a result of the Project's location or operation. Applicant does not believe the site to be of significant archaeological or paleontological significance.
  - v. Site Cleaning: Applicant would require the Contractor overseeing construction of the Project to leave the site in a clean and orderly condition in order to achieve Final Completion under the Contract. See section 3 above for information related to decommissioning the facility after its operational term has expired.
  - vi. Solar Energy Conversion/Transmission: solar energy from the modules would be converted from DC power into AC power at the inverter stations. AC power will then be converted to distribution grid voltage through a transformer and connected to the grid at the Point of Common Connection (PoCC). There will be a meter at the PoCC to track the production of the facility and allow Xcel to compare the power produced against subscriber's consumption over a 12-month period. Xcel energy would determine what physical structures or equipment would be necessary for interconnection to their distribution grid.
- m. Relevant Engineering Issues:
- i. Drainage: Applicant discussed drainage onsite with County Engineer Matt Emmens as requested. No specific drainage requirements for the site were outlined during the discussion. See attached drainage letter for more information.
  - ii. Traffic: Please see the attached traffic study letter for information on the expected traffic impacts in the local area both during construction and operation.
  - iii. Roads/Right-of-Way: Applicant discussed Right-of-Way with County Engineers Matt Emmens and Ian Cortez as requested. It was determined that the City of Aurora holds jurisdiction over Hudson Road. Conversations with Rick Hunter and Porter Ingram at the City of Aurora determined that no Access Permit would be required from the City for site access.



- iv. Easements: Applicant will contact any easement holders on the parcel to discuss any concerns in advance of commencing construction activities. In addition, Applicant will work with the landowner to secure an Access Easement from the Hudson Road ROW to our project site.
- v. Utilities: with the exception of the electrical service interconnection from Xcel needed for operation, no permanent utilities are required at the site as it will not be occupied during operation.
- vi. Floodplain: Applicant contacted County engineers Greg La Brie and Matt Emmens regarding the floodplain. A small part of the western portion site is listed as being within a 500-year floodplain. It was determined that a floodplain permit is not required for the Project. Applicant believes that this floodplain designation represents a minimal risk to the project.

16. Attached you will find the following items as inclusions to this submission:

- a. Land Owner Authorization
- b. Conceptual Review Meeting Summary Letter
- c. Surveys and Permits
  - i. Preliminary Drainage Study Letter
  - ii. Fire Permit- Bennet District #7
  - iii. Review of Project by FAA and DIA
  - iv. CO Parks and Wildlife Letter
- d. Traffic Impact
  - i. Truck Route
  - ii. Traffic Impact Study Letter
- e. Legal Descriptions
  - i. Lease Area Legal Description
  - ii. Access Easement Legal Description
- f. Current ALTA Survey





Thank you for your consideration; we look forward to moving this Project forward alongside Adams County Building and Planning Department.

Best Regards,

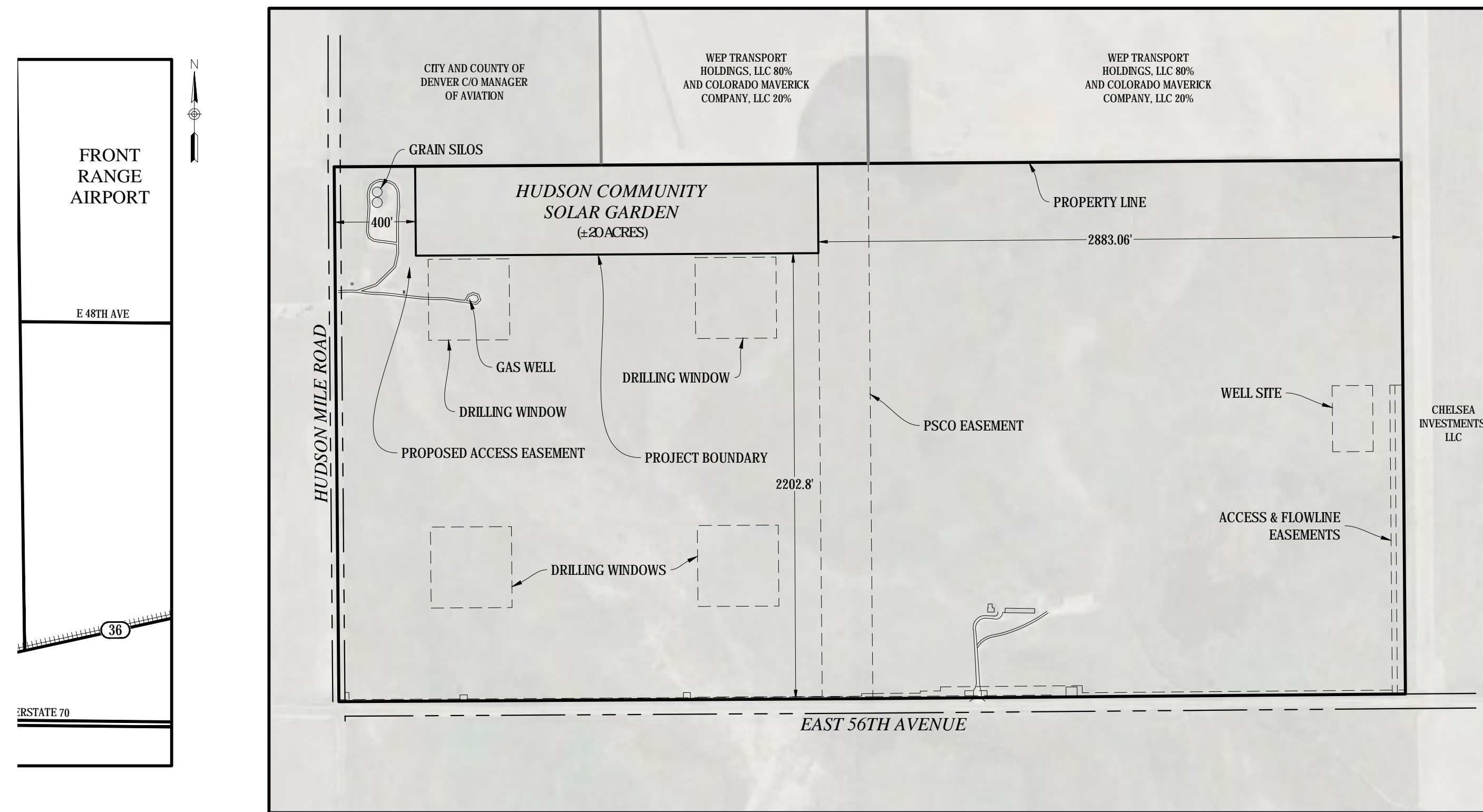
A handwritten signature in blue ink that reads "Robert Hayner". The signature is fluid and cursive, with a long horizontal line extending to the right.

Robert Hayner, SVP Of Construction  
Sun Share  
1441 18<sup>th</sup> Street; Suite 400  
Denver, CO 80202

Direct: 720.371.9024  
Email: [RHayner@mysunshare.com](mailto:RHayner@mysunshare.com)

# CONDITIONAL USE PERMIT HUDSON COMMUNITY SOLAR GARDEN

LOCATED IN THE SOUTH ONE-HALF OF SECTION 12, TOWNSHIP 3 SOUTH,  
RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



**OVERALL SITE MAP**  
SCALE 1" = 500'

### SITE DATA

PROJECT AREA: ±20 ACRES  
INDUSTRY STANDARD PV MODULES  
INDUSTRY STANDARD CENTRAL INVERTERS  
INDUSTRY STANDARD SINGLE-AXIS TRACKING SYSTEM

### SHEET INDEX

- 1 COVER SHEET
- 2 SITE PLAN
- 3 EROSION & SEDIMENT CONTROL PLAN
- 4 TYPICAL DETAILS
- 5 BMP DETAILS

### LEGEND

- PROJECT BOUNDARY
- ROW LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- SETBACK LINE
- PROPOSED CHAIN LINK FENCE
- PV ARRAY
- PROPOSED ACCESS DRIVE
- EQUIPMENT PAD

TOWNSHIP 3 SOUTH, RANGE 65  
AS DESCRIBED AS FOLLOWS:  
THE WEST QUARTER OF SECTION 12  
MAY BE FOUND AT THE CENTER  
OF SAID NORTHLINE, A DISTANCE  
OF 111 FEET, THENCE S00°29'40"E A  
DISTANCE OF 3019' TO A DISTANCE OF  
3019 FEET.  
THE 6TH P.M. ASSUMED TO  
BE FOUND AT THE CENTER  
OF THE SECTION AND  
CONNECTION EQUIPMENT  
REQUIREMENTS OR OTHER

**APPLICANT**  
HUDSON COMMUNITY SOLAR GARDEN LLC  
1441 18TH STREET, SUITE 400  
DENVER, COLORADO 80202  
CONTACT: LUKE RICKARD  
(720) 501-5136

**ENGINEER**  
ENERTIA CONSULTING GROUP, LLC  
1529 MARKET STREET, SUITE 200  
DENVER, COLORADO 80202  
CONTACT: SEAN O'HEARN, PE, PG  
(303) 473-3131

**SURVEYOR**  
PRECISION SURVEY  
9145 EAST KENYON AVENUE, SUITE 101  
DENVER, COLORADO 80237  
CONTACT: CHRIS JULIANA, PL  
(303) 753-9799

### BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_.

CHAIR: \_\_\_\_\_

ATTEST: \_\_\_\_\_

### PLANNING COMMISSION RECOMMENDATION

RECOMMENDED BY THE ADAMS COUNTY PLANNING COMMISSION,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_.

CHAIR: \_\_\_\_\_

NO.	DATE	DR	BPC	CHK	JSO	APVD	JSO

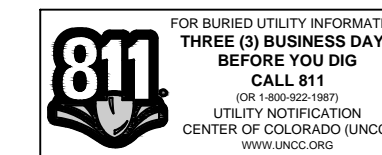
**ENERTIA**  
CONSULTING GROUP  
1529 MARKET STREET, SUITE 200  
DENVER, COLORADO 80202



HUDSON COMMUNITY SOLAR GARDEN  
ADAMS COUNTY, COLORADO

COVER SHEET

DATE	08/10/17
FILE	1 CVR
DWG	CVR
SHEET	1 OF 5



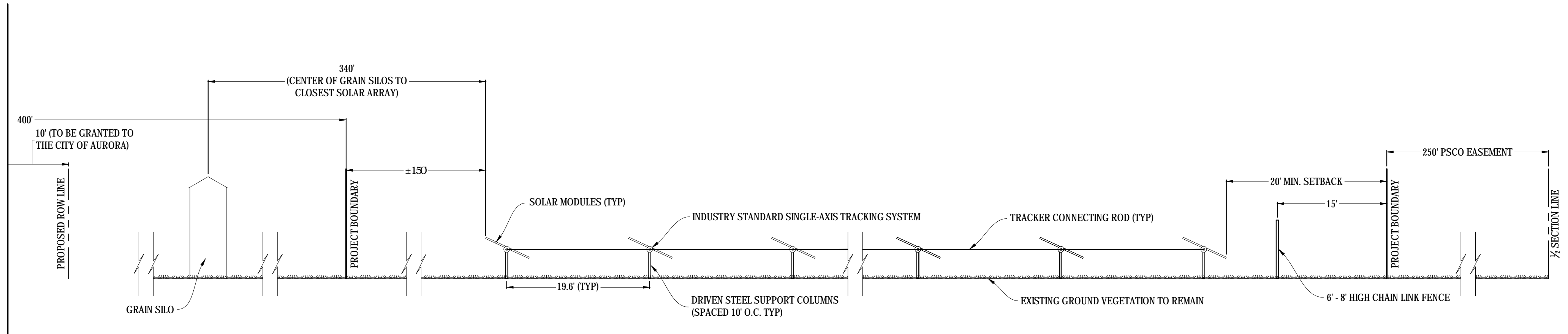
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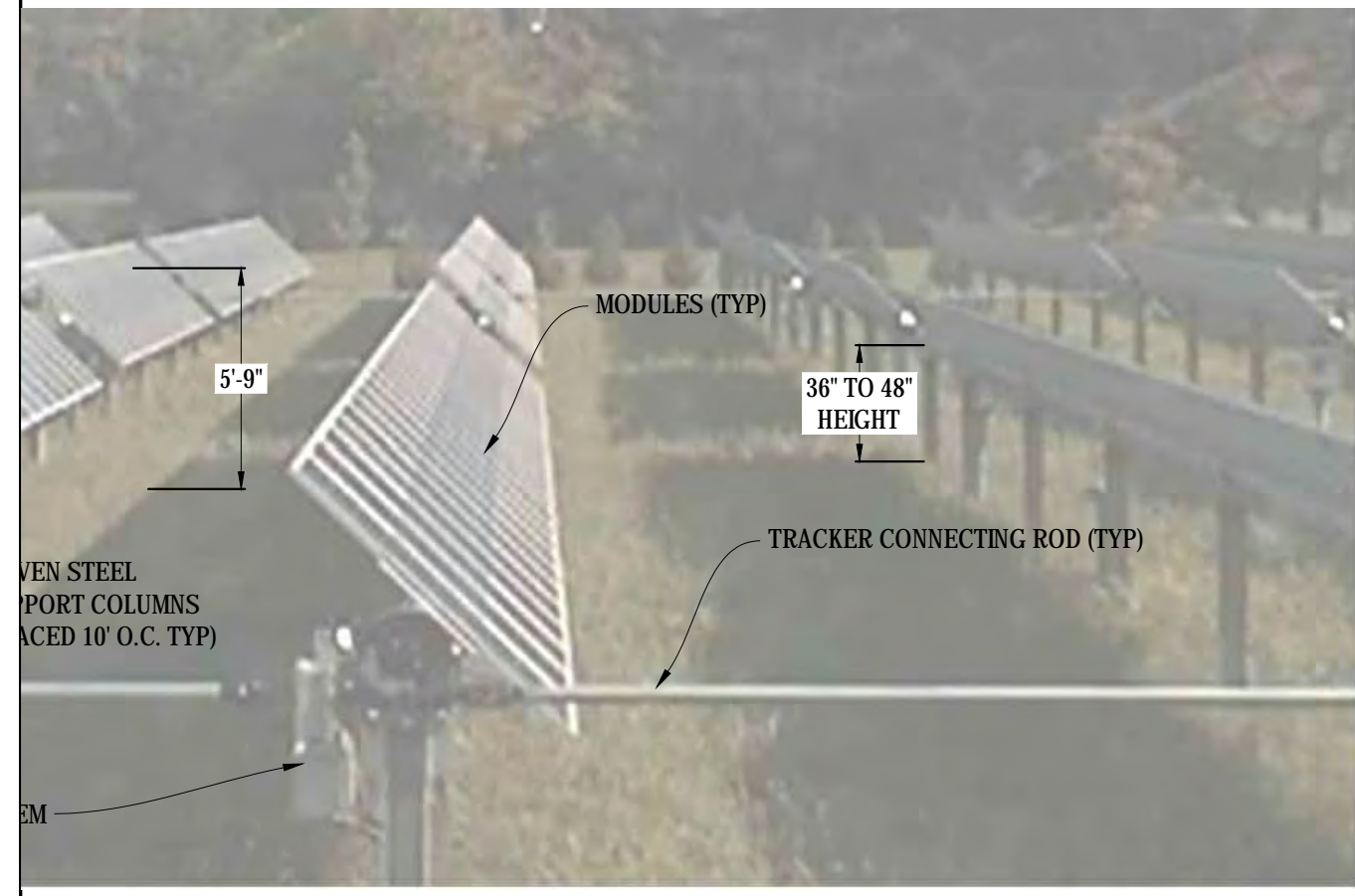




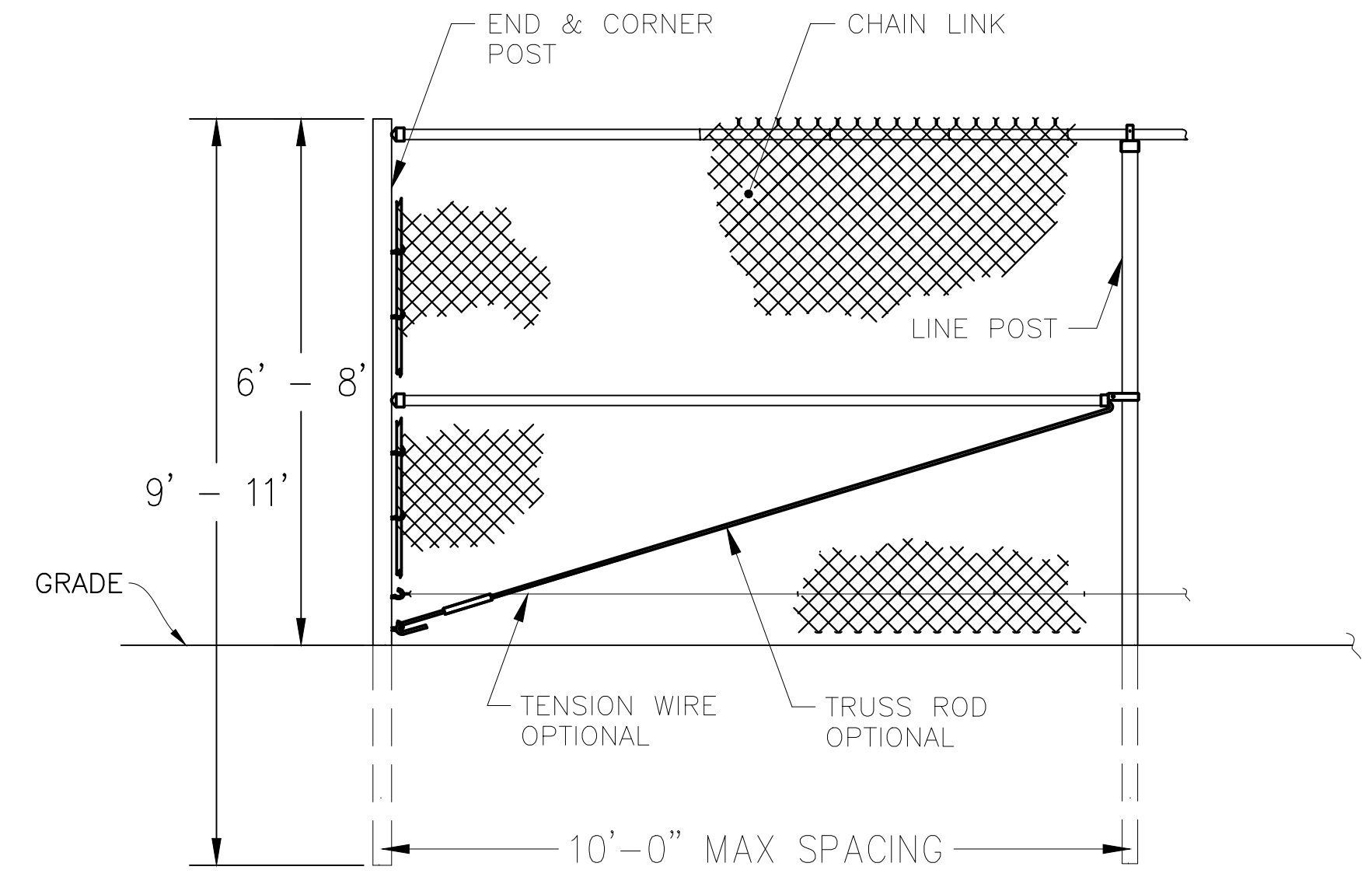




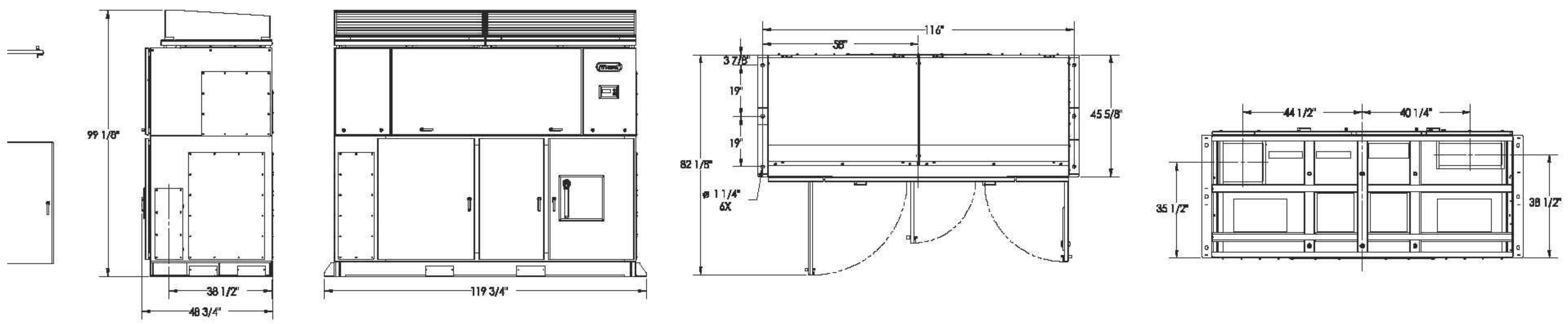
**SOLAR GARDEN CROSS SECTION**  
NOT TO SCALE



**ARRAY RACKING SYSTEM**  
NOT TO SCALE



**CHAIN LINK FENCE (TYP)**  
NOT TO SCALE



**TYPICAL INVERTER PAD PLAN AND ELEVATION**  
NOT TO SCALE

NO.	DATE	DR	BPC	CHK	JSO	APVD	JSO

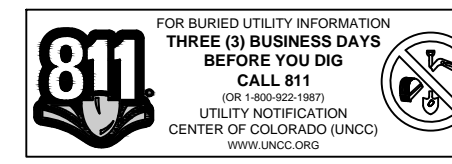
**ENERTIA CONSULTING GROUP**  
1529 MARKET STREET, SUITE 200  
DENVER, COLORADO 80202



**HUDSON COMMUNITY SOLAR GARDEN**  
ADAMS COUNTY, COLORADO

**TYPICAL DETAILS**

DATE	08/10/17
FILE	4 DTL
DWG	DTL
SHEET	4 OF 5



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Community & Economic  
Development Department  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000  
Brighton, CO 80601-8204  
PHONE 720.523.6800  
FAX 720.523.6998

## **Development Review Team Comments**

**Date:** 8/14/2017

**Project Number:** RCU2017-00031

**Project Name:** SunShare Hudson Site

### **Note to Applicant:**

The following review comments and information from the Development Review Team is based on the information you submitted for the Conceptual Review meeting and applicable to the submitted documents only. The Development Review Team review comments may change if you provide different information during the scheduled Conceptual Review meeting date. Please contact the case manager if you have any questions:

---

**Commenting Division:** Building Review

**Name of Reviewer:** Justin Blair

**Date:** 07/17/2017

**Email:** jblair@adcogov.org

**No Comment**



---

**Commenting Division:** Engineering Review

**Name of Reviewer:** Greg Labrie

**Date:** 08/09/2017

**Email:** glabrie@adcogov.org

**Resubmittal Required**

ENG1; Applicant must obtain an access permit onto Hudson Road from the City of Aurora.

---

**Commenting Division:** Environmental Analyst Review

**Name of Reviewer:** Jen Rutter

**Date:** 07/14/2017

**Email:** irutter@adcogov.org

**Complete**

All of my concerns have been addressed.

---

**Commenting Division:** Parks Review

**Name of Reviewer:** Aaron Clark

**Date:** 07/13/2017

**Email:** aclark@adcogov.org

**No Comment**

---

**Commenting Division:** Planner Review

**Name of Reviewer:** Greg Barnes

**Date:** 08/09/2017

**Email:** [gibarnes@adcogov.org](mailto:gibarnes@adcogov.org)

**Complete**

PLN01: The subject property is approximately 300 acres, and is zoned Agricultural-3 (A-3). The use of the property for solar gardens can be approved conditionally by the Board of County Commissioners in this zone district.

PLN02: The request for a solar garden is located in the northeastern corner of the 300 acre parcel. This portion of the parcel is also zoned for Airport Influence Zone, Airport Noise Overlay, and Airport Height Overlay Zones. These designations require an aeronautical study, FAA approval of the use, restrict residential development, and incorporate noise reduction measures for commercial and industrial uses. These uses are also expected to avoid creation of glare and attraction to wildlife. The proposal for solar gardens on the property allows the property owner use of the property that may meet all of these requirements.

PLN03: Based on the information provided, the height of solar panels will be 9.5 feet, and the equipment will be a maximum of 10.5 feet. These heights are permitted in the A-3 zone district and performance standards for solar panels, per the Development Standards and Regulations. (Sections 3-10-0705 and 4-03-03-02-10)

---

**Commenting Division:** ROW Review

**Name of Reviewer:** Marissa Hillje

**Date:** 08/07/2017

**Email:** mhillje@adcogov.org

**Complete**

ROW1: Recordation of the proposed utility easement shown on site plan may be a condition of approval.

ROW2: Recordation of an easement over the new access road may be a condition of approval

ROW3: There is a well shown on the site plan that is approximately 200 ft from the site plan boundary.

ROW4: Right-of-way Dedication: E 56th Ave. is a City of Aurora Rd and is classified as a 6-lane arterial road which requires 144ft wide (72ft for your half). The services of a licensed Professional Land Surveyor should be secured to create the legal description and exhibit of the right-of-way dedication.

ROW5: Right-of-way Dedication: Hudson Rd. is a City of Aurora Rd and is classified as a 4-lane arterial which requires 114ft wide (57' for your half). The existing half right-of-way width is 57ft (rec#2016000079782).

ROW6: Section line setbacks: E 56th Ave & Hudson Rd, are section lines, as per Adams County Standards, structures in A-3 zoning must be 120' away from section line.



# BENNETT FIRE PROTECTION DISTRICT #7

DISTRICT OFFICE: 303-644-3572 FAX: 303-644-3401

EMAIL: [LIFESAFETY@BENNETTFIRERESCUE.ORG](mailto:LIFESAFETY@BENNETTFIRERESCUE.ORG)

*"Striving to Preserve Life and Property"*

---

August 9<sup>th</sup>, 2017

Greg Barnes  
Adams County Planning & Development  
4430 South Adams County Parkway  
1<sup>st</sup> Floor - Suite W2000A  
Brighton, CO 80601-8216

Re: Oak Leaf Hudson Site – RCU2017-00031

Planner Barnes,

In regards to the Sun Share Hudson Site – RCU2017-00031, Bennett Fire Protection District is providing this letter of comments for Adams County as follows:

- Bennett Fire Protection District has requirements for the applicant to meet including roadway access, KNOX fire department access, etc. The applicant should contact Bennett Fire Protection District directly to engage in this process.
- Bennett Fire Protection District will require the applicant to address the facility's wildfire interface exposure to surrounding wildland area. There is some concern that if native vegetation is allowed to grow in and around the arrays that the equipment can be exposed to fire or vice versa an equipment malfunction can cause a fire which extends through vegetation outside the facility. A vegetation management plan will be required for this facility.
- The proposed facility shall comply with the Bennett Fire Protection District's and Adams County's adopted fire code, International Fire Code 2012 ed, and should be conducted through the normal fire district plan review process.
- Bennett Fire Protection has no objections to the facility being constructed at the proposed location as long as applicable fire code requirements are met and any/all fire district requirements are addressed.

If you have any other questions or concerns, please feel free to contact me. Thanks!

Thank You

Captain Caleb J. Connor  
Life Safety Division  
Bennett Fire Protection District  
303-644-3572 - Headquarters / 303-532-7733 - Direct  
[www.BennettFireRescue.org](http://www.BennettFireRescue.org)

## Greg Barnes

---

**From:** Olson - DNR, Justin [justin.olson@state.co.us]  
**Sent:** Tuesday, July 25, 2017 5:46 PM  
**To:** Greg Barnes  
**Cc:** Liza Hunholz; Joe Padia  
**Subject:** Adams County Land Use: SunShare Hudson Site (Case No: RCU2017-00031)

Mr. Barnes-

Thank you for the opportunity to comment on the SunShare Hudson Solar Garden site. Our goal in responding to land use proposals such as this project is to provide complete, consistent, and timely information to all entities who request comment on matters within our statutory authority.

Upon review of the proposed referral request and an internal review of this parcel, Colorado Parks and Wildlife has four recommendations for this application to move forward as planned for approval:

- 1) Conduct surveys for grassland nesting birds if initial site disturbance occurs March 15 to July 31. If an active nest is observed, then the project proponent should contact CPW for how to proceed.
- 2) Conduct a pre-construction burrow survey for prairie dogs (potential burrowing owl habitat) and swift foxes (use dens 7-8 inches in diameter). If either species (or their potential burrows) are observed, then the project proponent should contact CPW for how to proceed.
- 3) Conduct surveys for any nesting raptors within the project vicinity if initial site disturbance occurs March 15 to July 31. If an active nest is observed, then the project proponent should contact CPW for how to proceed.
- 4) If any fencing is to be used to exclude the project area from wildlife, please consider wildlife-friendly fencing options and the use of a smooth wire strand around the top perimeter of the fencing. CPW can provide further information on fencing options if requested.

Please continue to reach out to us for comment on future applications, as we strive for responsible land development while protecting sensitive habitats.

If you have any further questions, please feel free to contact me.

**Justin Olson**  
**District Wildlife Manager**  
 Littleton District - Area 5



**COLORADO**

**Parks and Wildlife**

Department of Natural Resources

P 303.291.7131 | F 303.291.7114  
 6060 Broadway, Denver, CO 80216

[justin.olson@state.co.us](mailto:justin.olson@state.co.us) | [www.cpw.state.co.us](http://www.cpw.state.co.us)



Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No.  
 2017-ANM-3414-OE  
 Prior Study No.  
 2015-ANM-1572-OE

Issued Date: 08/30/2017

Robert Hayner  
 Hudson Solar Garden LLC  
 1441 18th St Suite #400  
 Denver, CO 80202

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Solar Panel Hudson Solar Garden
Location:	Watkins, CO
Latitude:	39-48-12.74N NAD 83
Longitude:	104-37-12.97W
Heights:	5415 feet site elevation (SE) 10 feet above ground level (AGL) 5425 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)  
 Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

This determination expires on 03/02/2019 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (202) 267-4525, or david.maddox@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ANM-3414-OE.

**Signature Control No: 341182633-342452568**

( DNE )

David Maddox  
Specialist

Attachment(s)  
Map(s)







August 9, 2017

Greg Barnes  
Adams County  
Community and Economic Development Department  
4430 South Adams County Parkway W2000A  
Brighton, CO 80601

RE: SunShare Hudson Site, RCU 2017-00031  
TCHD Case No. 4496

Dear Mr. Barnes:

Thank you for the opportunity to review and comment on the Conditional Use Permit for a solar facility located on the 5900 Hudson Road. Tri-County Health Department (TCHD) staff reviewed the application for compliance with applicable environmental and public health regulations and has the following comments.

#### **Renewable Energy**

TCHD commends the applicant for bringing renewable energy generation to the community. Alternative energy supplies generally do not contribute to air and water pollution and can have a positive impact on the environment

#### **Wastewater for Construction Sites**

Sewage has the potential to carry illness-causing organisms and must be handled properly to avoid spreading disease. The application states portable toilets will be provided during the construction for onsite employees TCHD has no objection to the use of portable toilets, provided the units are properly cleaned and maintained. TCHD recommends that the applicant address these, in terms of numbers, locations, and vendor and provide a portable hand sink near the restrooms.

#### **Solid Waste**

Rodents, such as mice and rats, carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, or saliva, or through rodent bites. As rodents are attracted to trash, TCHD strongly recommends that all trash dumpsters on site during construction are equipped with a closeable lid and with regular collection and disposal at an approved landfill.

Please feel free to contact me at 720-200-1580 for any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Vanessa Fiene", with a horizontal line extending to the right.

Vanessa Fiene  
Environmental Health Specialist IV

CC: Sheila Lynch, Monte Deatrich, TCHD



**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3524  
donna.l.george@xcelenergy.com

July 18, 2017

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Greg Barnes

**Re: SunShare Hudson Site, Case # RCU2017-00031**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has determined **there is a potential conflict** with the above captioned project. Public Service Company has existing electric transmission lines and associated land rights as shown within this property. Any activity including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require Public Service Company approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. PSCo is requesting that, prior to any final approval of the development plan, it is the responsibility of the property owner/developer/contractor to contact **Lynette Muncy**, Siting and Land Rights Agent at (303) 571-7286 for development plan review and execution of a License Agreement.

Please be aware PSCo owns and operates existing natural gas and electric distribution facilities within the subject property. Should the project require any new gas or electric service or modification to existing facilities, the property owner/developer/contractor must complete the **application process** via FastApp, Fax, Email, or USPS (go to: [https://www.xcelenergy.com/start\\_stop\\_transfer/new\\_construction\\_service\\_activation\\_for\\_builders](https://www.xcelenergy.com/start_stop_transfer/new_construction_service_activation_for_builders)). It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction.

Should you have any questions with this referral response, please contact me at 303-571-3306.

Donna George  
Contract Right of Way Referral Processor  
Public Service Company of Colorado

# **XCEL ENERGY/PUBLIC SERVICE COMPANY OF COLORADO**

## **HIGH VOLTAGE ELECTRIC TRANSMISSION LINE**

### **CLEARANCE REQUIREMENTS**

#### **FOR YOUR SAFETY**

When working near or under a high voltage electric transmission line, it must be assumed the transmission line is energized, and any workers may not be closer than twenty feet (20') in any direction to the energized transmission lines or conductors. The Xcel Energy/Public Service Company of Colorado Electric Transmission Line Operations Department must be contacted at 303-273-4662 or 303-273-4665 a minimum of 5 days in advance to arrange for a Patrolman to be on site during any construction work within an electric transmission line right-of-way. Safety provisions will allow for operations in accordance with Occupational Safety and Health Act requirements.

When determined to be necessary, the Electric Transmission Line Patrolman will arrange for an outage of the electric lines. Any outage is a day-to-day situation, with the Patrolman on the job site at all times. When the Patrolman has arranged for an outage, any workers must be no closer than three feet (3') in any direction from the de-energized lines or conductors. There is a fee charged when an electrical clearance is required or the patrolman is on site for more than four hours.

Under **NO** circumstances may work be started within twenty feet (20') in any direction of the transmission lines or conductors without clearance from the Patrolman. It is the responsibility of the party in charge of the work or contractor to notify the Patrolman whenever starting and ending the work.

When an encroachment of any electric transmission line right-of-way is proposed, it is necessary to request a review of all details to ensure compliance with the National Electric Safety Code. Approved encroachments shall be documented with a fully executed License Agreement. For encroachment review and approval, please call (303) 571-7478.

**PLAN AHEAD AND  
FOLLOW THESE INSTRUCTIONS – IT COULD SAVE A LIFE**



Community & Economic  
Development Department  
Development Services Division  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000B  
Brighton, CO 80601-8218  
PHONE 720.523.6800  
FAX 720.523.6967

# Request for Comments

Case Name: SunShare Hudson Site  
Case Number: RCU2017-00031

July 18, 2017

The Adams County Planning Commission is requesting comments on the following request:  
**Conditional use permit application to allow a solar garden facility in the A-3 zone district.**

This request is located at 5900 Hudson Road. The Assessor's Parcel Number is 0181900000027.

Applicant Information: Hudson Community Solar Garden, LLC  
Robert Hayner  
1441 18<sup>th</sup> Street  
Denver, CO 80202

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by 08/09/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Greg Barnes  
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Erik Hansen  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Mary Hodge  
DISTRICT 5

Community & Economic  
Development Department  
Development Services Division

www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000B  
Brighton, CO 80601-8218  
PHONE 720.523.6800  
FAX 720.523.6967

## Public Hearing Notification

Case Name: SunShare Hudson  
Case Number: RCU2017-00031  
Planning Commission Hearing Date: 10/12/2017 at 6:00 p.m.  
Board of County Commissioners Hearing Date: 10/31/2017 at 9:30 a.m.

September 5, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **conditional use permit to allow a solar garden facility in the A-3 zone district.**

The proposed use will be for a solar garden. This request is located at 5900 Hudson Rd on approximately 300 acres. The Assessor's Parcel Number is 018190000027. The legal description of the site is:

*A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SAID SECTION 12, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;*

*BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 12, ASSUMED TO BEAR N89°38'07"E A DISTANCE OF 2638.82 FEET FROM A 3.25" ALUMINUM CAP L.S. ILLEGIBLE FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 12 TO A 3.25" ALUMINUM CAP L.S. #13155 FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 12;*

*BEGINNING AT A POINT ON SAID NORTH LINE, SAID POINT BEARS N89°38'07"E ALONG SAID NORTH LINE, A DISTANCE OF 400.00 FROM SAID WEST QUARTER CORNER OF SECTION 12;*

*THENCE CONTINUING N89°38'07"E ALONG SAID NORTH LINE, A DISTANCE OF 1,254.10 FEET; THENCE S00°30'19"E A DISTANCE OF 845.54 FEET; THENCE S89°38'07"W A DISTANCE OF 785.86 FEET; THENCE N00°30'19"W A DISTANCE OF 404.04 FEET; THENCE S89°38'07"W A DISTANCE OF 468.24 FEET; THENCE N00°30'19"W A DISTANCE OF 441.50 FEET TO THE POINT OF BEGINNING.*

*SAID PARCEL CONTAINS 871,200 SQUARE FEET OR 20.000 ACRES OF LAND, MORE OR LESS.*

Applicant Information: Hudson Community Solar Garden, LLC  
Robert Hayner  
1441 18th Street, Ste. # 400  
Denver, CO 80202

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Erik Hansen  
DISTRICT 3

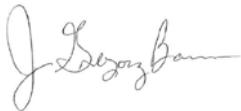
Steve O'Dorisio  
DISTRICT 4

Mary Hodge  
DISTRICT 5

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Community and Economic Development Department, 4430 S. Adams County Parkway, Brighton, CO 80601, (720) 523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

A handwritten signature in black ink, appearing to read "Greg Barnes". The signature is fluid and cursive, with a long horizontal stroke at the end.

Greg Barnes  
Case Manager



# PUBLICATION REQUEST

## SunShare Hudson Site

Case Number: RCU2017-00031  
 Planning Commission Hearing Date: 10/12/2017 at 6:00 p.m.  
 Board of County Commissioners Hearing Date: 10/31/2017 at 9:30 a.m.

Request: Conditional use permit to allow a solar garden facility in the Agricultural-3 (A-3) zone district.

Location: 5900 HUDSON RD  
 Parcel Number: 0181900000027

Case Manager: Greg Barnes  
 Case Technician: Shayla Christenson

Applicant: ROBERT HAYNER 720-371-9024  
 1441 18TH STREET  
 SUITE 400  
 DENVER, CO 80202

Owner: L AND S CAPITAL LTD  
 800 US HIGHWAY 36  
 BYERS, CO 801039700

Legal Description:  
 A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SAID SECTION 12, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 12, ASSUMED TO BEAR N89°38'07"E A DISTANCE OF 2638.82 FEET FROM A 3.25" ALUMINUM CAP L.S. ILLEGIBLE FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 12 TO A 3.25" ALUMINUM CAP L.S. #13155 FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 12;

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SAID PARCEL CONTAINS 871,200 SQUARE FEET OR 20.000 ACRES OF LAND, MORE OR LESS.



Referral Listing  
Case Number RCU2017-00031  
SunShare Hudson Site

Agency	Contact Information
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
BENNETT FIRE DISTRICT #7	CHIEF EARL CUMELY 825 SHARIS CT BENNETT CO 80102 303-644-3434 ecumley941@aol.com
BENNETT FIRE DISTRICT #7	Captain Caleb J Connor 825 SHARIS CT BENNETT CO 80102 303-532-7733 CalebConnor@BennettFireRescue.org 303-644-3572
BENNETT PARK AND RECREATION	Chris Raines PO BOX 379 455 S. 1ST ST. BENNETT CO 80102-0379 303-644-5041 Director@bennettrec.org
BENNETT SCHOOL DISTRICT 29J	Robin Purdy 615 7TH ST. BENNETT CO 80102 303-644-3234 Ext: 8203 robinp@bsd29j.com
BOX ELDER WATER AND SANITATION DISTRICT	BARBARA VANDER WALL c/o Collins, Cockrel, & Cole P.C. 390 Union Boulevard, Suite 400 Lakewood CO 80228 303 770-2700
BRIGHTON SCHOOL DISTRICT 27J	Kerrie Monti 18551 E. 160TH AVE. BRIGHTON CO 80601 303-655-2984 kmonti@sd27j.org
CDPHE - AIR QUALITY	Richard Coffin 4300 CHERRY CREEK DRIVE SOUTH DENVER CO 80246-1530 303.692.3127 richard.coffin@state.co.us

Agency

Contact Information

---

CDPHE - WATER QUALITY PROTECTION SECT

Patrick Pfaltzgraff  
4300 CHERRY CREEK DRIVE SOUTH  
WQCD-B2  
DENVER CO 80246-1530  
303-692-3509  
patrick.j.pfaltzgraff@state.co.us

CDPHE SOLID WASTE UNIT

Andy Todd  
4300 CHERRY CREEK DR SOUTH  
HMWMD-CP-B2  
DENVER CO 80246-1530  
303.691.4049  
Andrew.Todd@state.co.us

Century Link, Inc

Brandyn Wiedrich  
5325 Zuni St, Rm 728  
Denver CO 80221  
720-578-3724 720-245-0029  
brandyn.wiedrich@centurylink.com

CITY OF AURORA - WATER AND SAN. DEPT.

PETER BINNEY  
15151 E ALAMEDA PKWY #3600  
AURORA CO 80012  
303-739-7370  
pbinney@ci.aurora.co.us

CITY OF AURORA ATTN: PLANNING DEPARTMENT

Porter Ingrum  
15151 E ALAMEDA PKWY 2ND FLOOR  
AURORA CO 80012  
(303) 739-7227 303.739.7000  
pingrum@auroragov.org

Code Compliance Supervisor

Eric Guenther  
eguenther@adcogov.org  
720-523-6856  
eguenther@adcogov.org

COLORADO DIVISION OF WILDLIFE

JOSEPH PADIA  
6060 BROADWAY  
DENVER CO 80216  
303-291-7132  
joe.padia@state.co.us

COLORADO DIVISION OF WILDLIFE

Eliza Hunholz  
Northeast Regional Engineer  
6060 BROADWAY  
DENVER CO 80216-1000  
303-291-7454  
eliza.hunholz@state.co.us

COMCAST

JOE LOWE  
8490 N UMITILLA ST  
FEDERAL HEIGHTS CO 80260  
303-603-5039  
thomas\_lowe@cable.comcast.com

COUNTY ATTORNEY- Email

Christine Francescani  
CFrancescani@adcogov.org  
6884

## Agency

## Contact Information

---

Engineering Department - ROW

Transportation Department  
PWE - ROW  
303.453.8787

Engineering Division

Transportation Department  
PWE  
6875

ENVIRONMENTAL ANALYST

Jen Rutter  
PLN  
6841

METRO WASTEWATER RECLAMATION

CRAIG SIMMONDS  
6450 YORK ST.  
DENVER CO 80229  
303-286-3338  
CSIMMONDS@MWRD.DST.CO.US

NS - Code Compliance

Gail Moon  
gmoon@adcogov.org  
720.523.6833  
gmoon@adcogov.org

Parks and Open Space Department

Nathan Mosley  
mpedrucci@adcogov.org  
aclark@adcogov.org  
(303) 637-8000  
nmosley@adcogov.org

REGIONAL TRANSPORTATION DIST.

CHRIS QUINN  
1560 BROADWAY SUITE 700  
DENVER CO 80202  
303-299-2439  
chris.quinn@rtd-denver.com

SHERIFF'S OFFICE: SO-HQ

MICHAEL McINTOSH  
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org  
snielson@adcogov.org  
(303) 654-1850  
aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org

Sheriff's Office: SO-SUB

SCOTT MILLER  
TFuller@adcogov.org, smiller@adcogov.org  
aoverton@adcogov.org; mkaiser@adcogov.org  
720-322-1115  
smiller@adcogov.org

TRI-COUNTY HEALTH DEPARTMENT

Sheila Lynch  
6162 S WILLOW DR, SUITE 100  
GREENWOOD VILLAGE CO 80111  
720-200-1571  
landuse@tchd.org

TRI-COUNTY HEALTH DEPARTMENT

MONTE DEATRICH  
4201 E. 72ND AVENUE SUITE D  
COMMERCE CITY CO 80022  
(303) 288-6816  
mdeatrich@tchd.org

Agency

Contact Information

---

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health  
landuse@tchd.org

Xcel Energy

Donna George  
1123 W 3rd Ave  
DENVER CO 80223  
303-571-3306  
Donna.L.George@xcelenergy.com

Xcel Energy

Donna George  
1123 W 3rd Ave  
DENVER CO 80223  
303-571-3306  
Donna.L.George@xcelenergy.com

56TH AND HUDSON LLC 94% INT ET AL  
5600 S QUEBEC ST STE 110A  
GREENWOOD VILLAGE CO 80111-2205

ADAMS COUNTY  
4430 S ADAMS COUNTY PKWY 5TH FLOOR  
BRIGHTON CO 80601-8222

CHELSEA INVESTMENTS LLC  
6501 S FIDDLERS GREEN CIRCLE SUITE 110  
GREENWOOD VILLAGE CO 80111

CITY AND COUNTY OF DENVER  
ATTN REAL ESTATE DEPT  
8500 PENA BLVD  
DENVER CO 80249-6340

EDRI DAVID  
367 SANTANA HTS UNIT 4031  
SAN JOSE CA 95128-2025

L AND S CAPITAL LTD  
800 US HIGHWAY 36  
BYERS CO 80103-9700

PROPERTY RESERVE INC  
C/O LDS TAX DIVISION  
PO BOX 511196  
SALT LAKE CITY UT 84151-1196

RICHARDSON HARRY D  
5555 S MONACO ST  
ENGLEWOOD CO 80111-1536

SHANNON ANN C AND CARLSON CURTIS W AND  
CARLSON DEAN W  
4531 REED ST  
WHEAT RIDGE CO 80033-3521

WESTERN TRANSPORT LLC UND 58.76% AND TRE  
LP UND 21.24% AND COLORADO MAVERICK COMP  
625 E MAIN ST STE 1028-303  
ASPEN CO 81611-1935

# CERTIFICATE OF POSTING



I, **J. Gregory Barnes** do hereby certify that I posted the property at

5900 Hudson Road

on September 26, 2017

in accordance with the requirements of the Adams County Zoning Regulations

**J. Gregory Barnes**



# Hudson SunShare

RCU2017-00031

5900 Hudson Road

October 31, 2017

Case Manager: Greg Barnes

Board of County Commissioners

Public Hearing



# Request

A conditional use permit to allow a solar garden on the property.

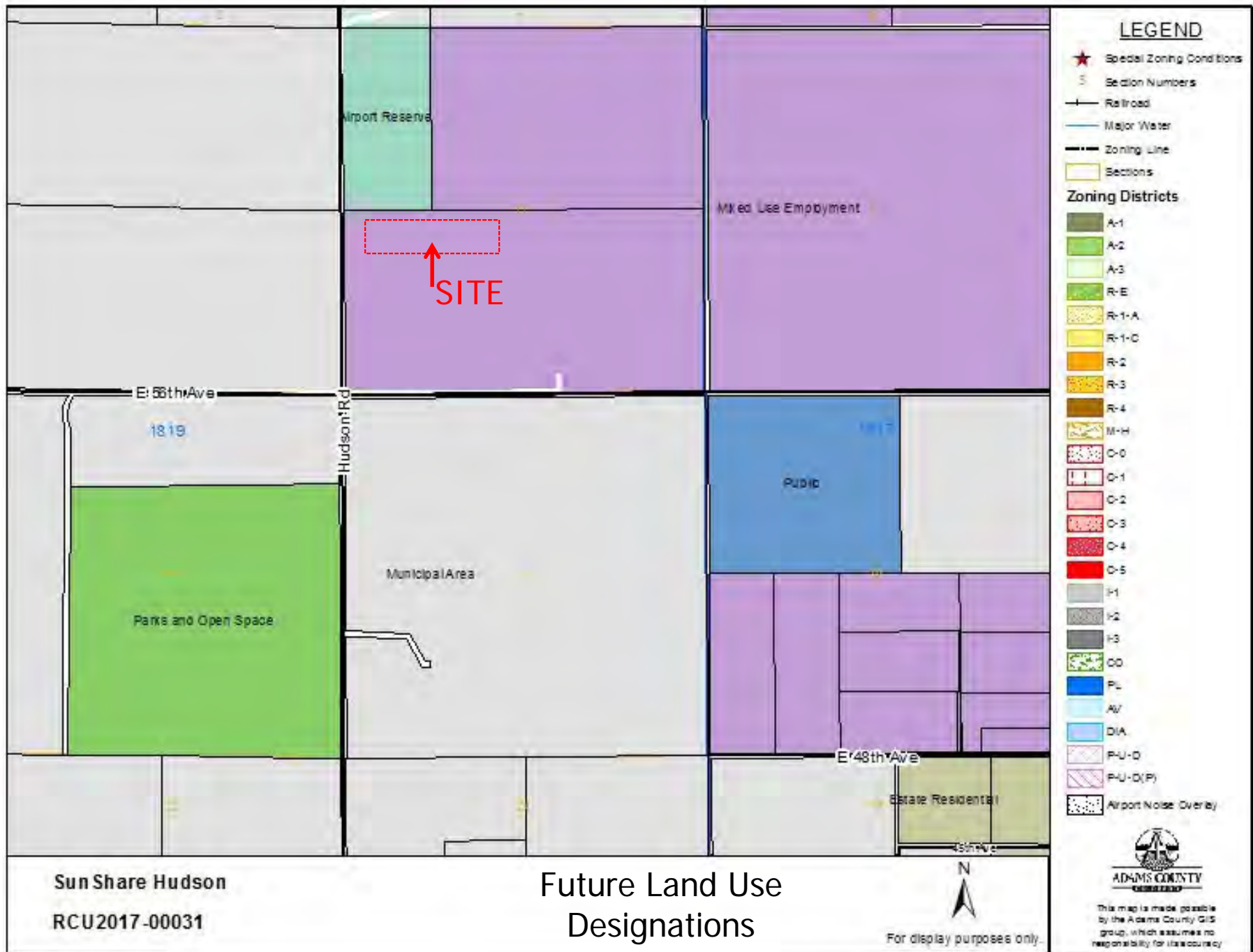
# Background

- Applicant: SunShare
- Conditional Use Permit approved on January 12, 2016
- Did not obtain building permits within one year
- Approval of CUP expired











# Criteria for Approval of Conditional Use Application

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Complies with performance standards
4. Compatible with surrounding area
5. Addresses off-site impacts
6. Suitable site
7. Functional site plan
8. Adequate Infrastructure



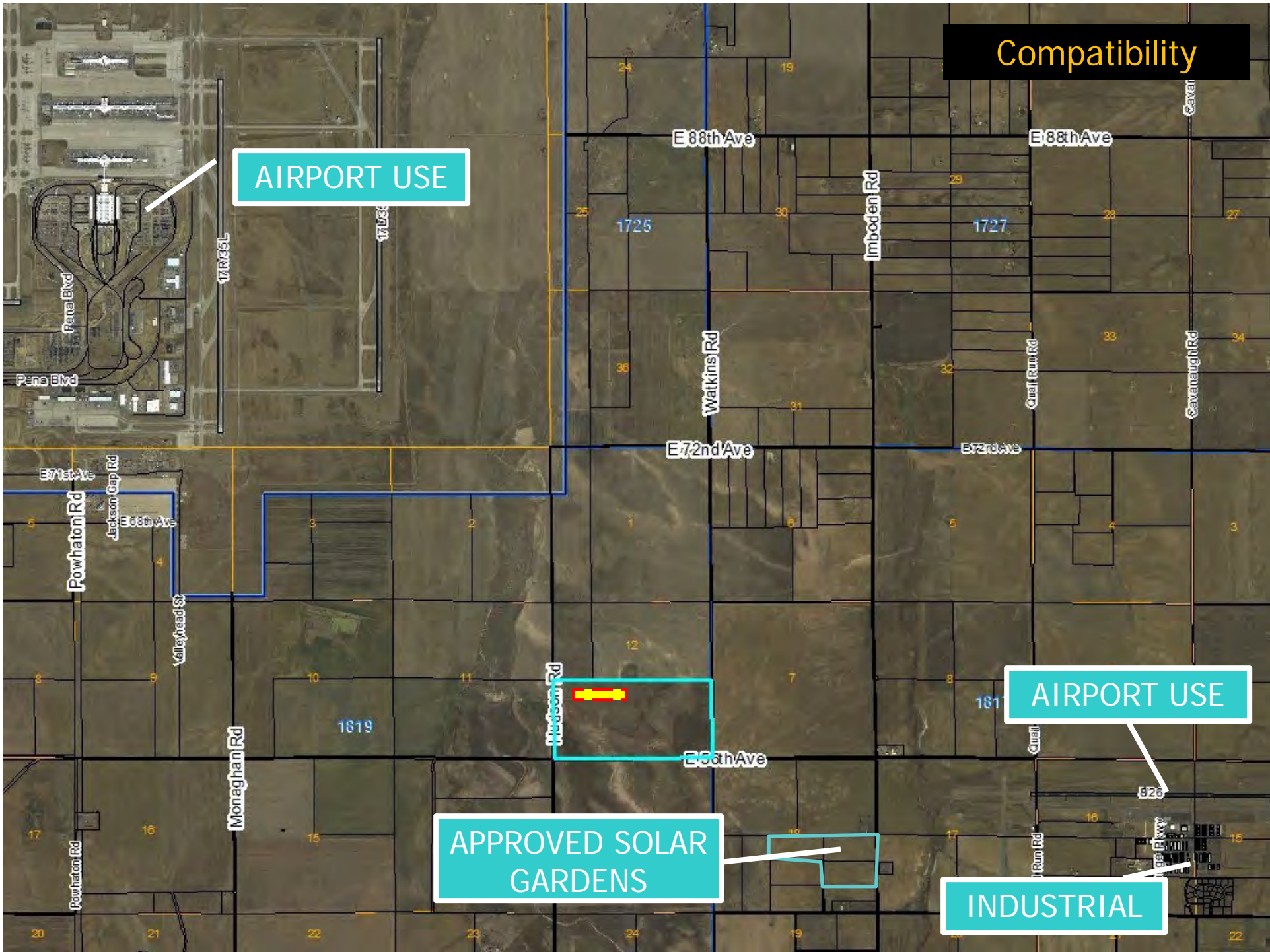
# Compatibility

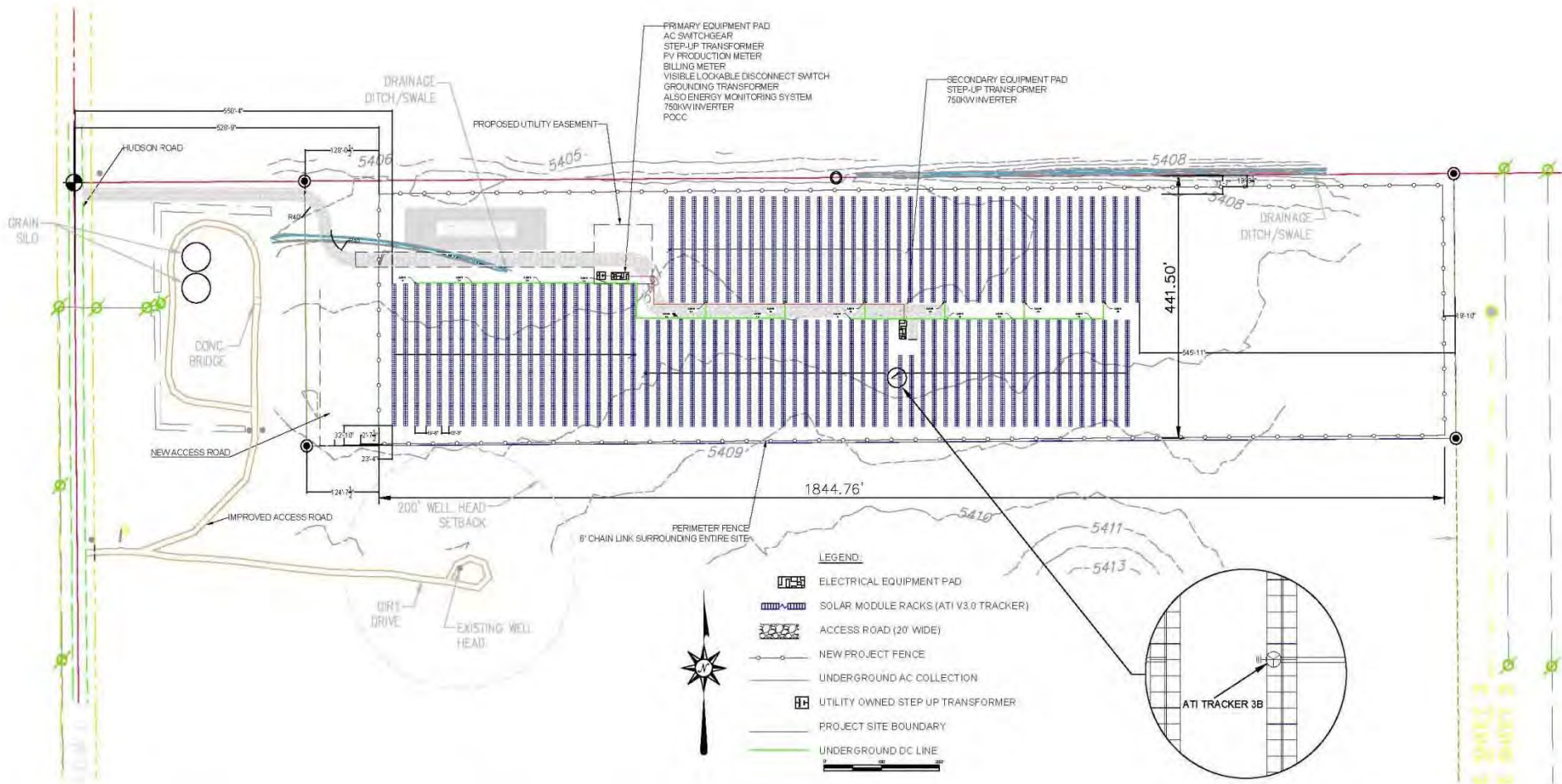
AIRPORT USE

AIRPORT USE

APPROVED SOLAR GARDENS

INDUSTRIAL





**1** **SITE PLAN**  
SCALE: IN LEGEND

**2** **VICINITY MAP**  
SCALE: NTS



- Notes**
1. MINIMUM 2' SETBACK BETWEEN FENCELINE AND PROPERTY/LEASE BOUNDARY.
  2. SECURITY FENCE OF 6' AROUND PERIMETER IN COMPLIANCE WITH THE AHJ
  3. MAXIMUM EQUIPMENT HEIGHT OF 15'.

























# Referral Period

Notices sent to property owners*	# of Comments Received
10	0

\* Property owners within a half-mile were notified

No unfavorable comments



# PC Update

- October 12, 2017 Agenda
- Landscaping
- Weed Management

# Recommendation

Approval of the proposed Conditional Use Permit (RCU2017-00031) with 8 Findings-of-Fact and 9 Conditions

# Recommended Conditions

1. This conditional use permit shall expire on October 31, 2038.
2. Prior to issuance of a building permit, the applicant shall file an Aircraft Activity Covenant with Disclosure with the Adams County Clerk & Recorder.
3. The applicant shall comply with all of the requirements of the Bennett Fire District provided in their letter dated August 9, 2017, including measures for weed control, International Fire Code compliance, and emergency responder access to the site.
4. The applicant shall comply with all of the requirements of the Colorado Division of Natural Resources provided in their letter dated July 25, 2017, including surveying for nesting birds, swift foxes, prairie dogs, and burrowing owls if installation of panels occurs at specific times of year.
5. The applicant shall comply with all of the requirements of the Tri-County Health Department provided in their letter dated August 9, 2017, including the use of portable toilets and trash enclosures during construction.

# Recommended Conditions

6. The applicant shall comply with all of the requirements of the Xcel Energy provided in their letter dated July 18, 2017, including the restriction of work within twenty (20) feet of the high-voltage electric transmission line located on the property approximately one hundred and twenty-five (125) feet to the west of the solar garden.
7. The applicant shall provide a security fence of at least six (6) feet, but no greater than eight (8) feet in height around the perimeter of the solar garden operation. A building permit shall be required for construction of the fence.
8. No landscaping is required with development of the site for a solar garden.
9. The solar panels on-site shall be removed when the conditional use permit expires, unless an extension or renewal is granted by the Board of County Commissioners.



# Findings-of-Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

# Findings-of-Fact

5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.



COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT

CASE NO.: RCU2017-00023

CASE NAME: FELLOW'S ELDER CARE

**TABLE OF CONTENTS**

**EXHIBIT 1 – BOCC Staff Report**

**EXHIBIT 2- Maps**

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

**EXHIBIT 3- Applicant Information**

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan

**EXHIBIT 4- Referral Comments**

- 4.1 Referral Comments (CDOT)
- 4.2 Referral Comments (Intermountain Rural Electric Association)
- 4.3 Referral Comments (Tri County)
- 4.4 Referral Comments (Xcel Energy)

**EXHIBIT 5- Citizen Comments**

- 5.1 Gates
- 5.2 Ali
- 5.3 Aberle

**EXHIBIT 6- Associated Case Materials**

- 6.1 Request for Comments
- 6.3 Public Hearing Notice
- 6.4 Newspaper Publication
- 6.5 Referral Agency Labels
- 6.6 Property Owner Labels
- 6.7 Certificate of Posting

# Board of County Commissioners

October 31, 2017

CASE No.: <b>RCU2017-00023</b>	CASE NAME: <b>Fellow's Elder Care</b>
--------------------------------	---------------------------------------

Owner's Name:	Devin Fellows
Applicant's Name:	Devin Fellows
Applicant's Address:	4680 Behrens Rd
Location of Request:	4680 Behrens Rd
Nature of Request:	Conditional use permit to allow an accessory dwelling unit for elder care
Zone District:	Agriculture-3 (A-3)
Site Size:	40 acres
Proposed Uses:	Residential
Existing Use:	Residential
Hearing Date(s):	<b>PC: October 12, 2017/ 6:00 pm</b>
	<b>BOCC: October 31, 2017/ 9:30 am</b>
Report Date:	October 16, 2017
Case Manager:	Libbie Adams
Staff Recommendation:	APPROVAL with 8 Findings-of-Fact, 3 Conditions, and 1 Note
Planning Commission Recommendation:	APPROVAL with 8 Findings-of-Face, 3 Conditions, and 1 Note

## SUMMARY OF PREVIOUS APPLICATIONS

In 2001, a single-family home of 1,288 square feet was constructed on the site. The County's Assessor's office has records of the construction of the structure.

## SUMMARY OF APPLICATION

### **Background:**

Devin Fellows, the property owner, currently resides on the subject site located north of East 38<sup>th</sup> Avenue on Behrens Road. There is currently a 1,288 square foot home on the property. The applicant is requesting a conditional use permit to allow an accessory dwelling unit (a mobile home) for 10 years to house the property owner's father and grandmother.

**Development Standards and Regulations Requirements:**

Section 2-02-08-06 of the County's Development Standards and Regulations outlines the criteria for approving a conditional use permit. To recommend approval, the development shall comply with the requirements of the zone district and applicable performance standards, have a suitable site and infrastructure, and the use shall be compatible with the surrounding area.

Section 4-03-04-02-01 of the Adams County Development Standards and Regulations lists the performance standards for a caretaker dwelling. Mobile homes are permitted to be used as accessory dwelling units and require a conditional use permit if proposed to be on a site for over 5 years. The dwelling is also required to be at least seven-hundred-fifty (750) square feet, conform to the setbacks for an accessory structure, and provide adequate water and sewer.

The property is currently located in the Agriculture-3 (A-3) zone district. The purpose of this district is to provide land primarily in holdings of at least thirty-five (35) acres for farming, pasturage, or other related food production uses. Single-family homes are a permitted use in the A-3 zone district. Accessory dwelling units are also permitted in the A-3 district through a conditional use permit and are required to conform to the minimum setback requirements for accessory structures. The A-3 district requires a front setback of 100 feet or 10 feet to the rear of the front structure line of the principal structure, whichever is less; a side setback of 10 feet, and a rear setback of 20 feet. The 1,232 square foot accessory dwelling unit will be located northeast of the existing single-family home, 411 feet from the front property line, 219 feet from one side property line and 337 feet from the other side property line, and 1,719 feet from the rear property line. The proposed accessory dwelling unit complies with the criteria for a conditional use permit, applicable performance standards, and minimum requirements of the A-3 zone district.

**Future Land Use Designation/Comprehensive Plan:**

The subject property is designated as Agriculture in the County's Comprehensive Plan future land use. Per Chapter 5 of the Comprehensive Plan, Agriculture areas are those not expected to develop, except for very low density residential. The Agriculture future land use category seeks to preserve land in holdings of 35 acres for long term farming. The subject site is forty (40) acres and the addition of an accessory dwelling unit to provide a residence for the applicant parents will not result change to character of the neighborhood. In addition, the proposed development of an accessory dwelling will not deter the site from being farmed, or from obtaining the goals of the Comprehensive Plan.

**Site Characteristics:**

Currently, the site is developed with a single-family residence. Access to the site is on Behrens Road. The submitted site plan shows the accessory dwelling unit will meet all required setbacks for an accessory structure in the A-3 zone district (See Exhibit 3.2). There is currently a well and on-site waste water treatment system to serve the property with water and septic. A letter provided by Tri County Health Department show the septic system was originally engineered for a three bedroom home. However, it can accommodate the addition of up to two bedrooms without requiring an expansion of the field. The proposed mobile home has two bedrooms;

therefore the Tri County Health Department is not requiring the septic field to be expanded. A well permit from the Colorado Division of Water Resources was provided with the application. This letter states water from the existing well on the property may be used for domestic purposes to support a maximum of three (3) single-family dwellings. The applicant is only proposing the addition of one accessory dwelling unit on the property, for a total of two residences on the site.

**Surrounding Zoning Designations and Existing Use Activity:**

<b>Northwest A-3 Agriculture</b>	<b>North A-3 Agriculture</b>	<b>Northeast A-3 Agriculture</b>
<b>West A-3 Agriculture</b>	<b>Subject Property A-3 Single-Family</b>	<b>East A-3 Agriculture</b>
<b>Southwest A-3 Agriculture</b>	<b>South A-3 Agriculture/Single-Family</b>	<b>Southeast A-3 Agriculture</b>

**Compatibility with the Surrounding Area:**

The property is surrounded on all sides by properties used for agricultural purposes and also zoned A-3. There is a single-family home, comparable to the home on the subject site, on the property directly south of the subject site. The subject site and the three other properties to the south make up the “North Forty Farm Ownership Association”. There is an active Protective Covenants on these properties that prohibits any temporary structures, such as mobile homes, to be used as a family dwelling. The proposed accessory dwelling is inconsistent with the restrictions in the covenants. However, the County’s review criteria do not include enforcing such covenants. Such enforcements are civil issues between the subject property owner and the North Forty Farm Ownership Association. The applicant is aware of the restriction and has agreed to work directly with the North Forty Farm Ownership Association to resolve it, if the conditional use permit is approved. The use of the accessory dwelling unit as residential is consistent with the surrounding area and will not hinder the agricultural uses on neighboring properties.

**PLANNING COMMISSION UPDATE**

The Planning Commission (PC) considered this case on October 12, 2017 and unanimously recommended approval of the request. The PC encouraged the applicant to seek legal counsel to resolve the covenant restrictions which prohibits temporary structures to be used as dwellings on the property. One person from the public spoke in opposition to the request. This person expressed concerns with the likely appearance of the accessory dwelling unit, and the request violating the protective covenants on the property. The Planning Commission, specifically Commissioner Herrera, recommended to the applicant to work with the neighboring property owner to resolve his concerns to ensure the proposed structure is compatible with the area and acceptable to his neighbors.



**Staff Recommendations:**

**Based upon the application, the criteria for approval for a conditional use permit, and a recent site visit, staff recommends Approval of this request with 8 findings-of-fact, 3 conditions, and 1 note. The Planning Commission recommends Approval of this request with 8 findings-of-face, 3 conditions, and 1 note:**

**RECOMMENDED FINDINGS OF FACT CONDITIONAL USE**

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

**Recommended Conditions of Approval:**

1. The mobile home shall not be rented or leased to any other tenants. Only the applicants and their family members shall be allowed to reside in the mobile home.
2. The applicant shall apply for and receive a building permit for the accessory dwelling unit.
3. The conditional use permit shall expire on October 31, 2027, ten (10) years from the date of approval by the Board of County Commissioners. Should the conditional use permit expire or not be renewed, the accessory dwelling unit shall be removed from the site.

**Recommended Notes to the Applicant:**

1. The applicant shall adhere to all fire, animal, health, zoning, engineering, and building codes.

## CITIZEN COMMENTS

Notifications Sent	Comments Received
21	3

Property owners within one-thousand (1,000) feet of the property were notified of the subject request. As of writing this report, staff has received three responses from those property owners notified of the request. One property owner had questions about the likely impact of the additional dwelling unit on property values. The other respondent was in favor of the request, and the third had concerns that the proposed accessory dwelling unit does not meet the North Forty Farm Restrictive Covenants.

## COUNTY AGENCY COMMENTS

Staff reviewed the request and had no major concerns with the proposed conditional use permit for an accessory dwelling unit. According to the development engineering, there are currently two access points of access on the property from Behrens Road. Prior to issuance of a building permit, the applicant shall be required to remove one of the accesses and not used for vehicle traffic.

## REFERRAL AGENCY COMMENTS

**Responding with Concerns:**

None

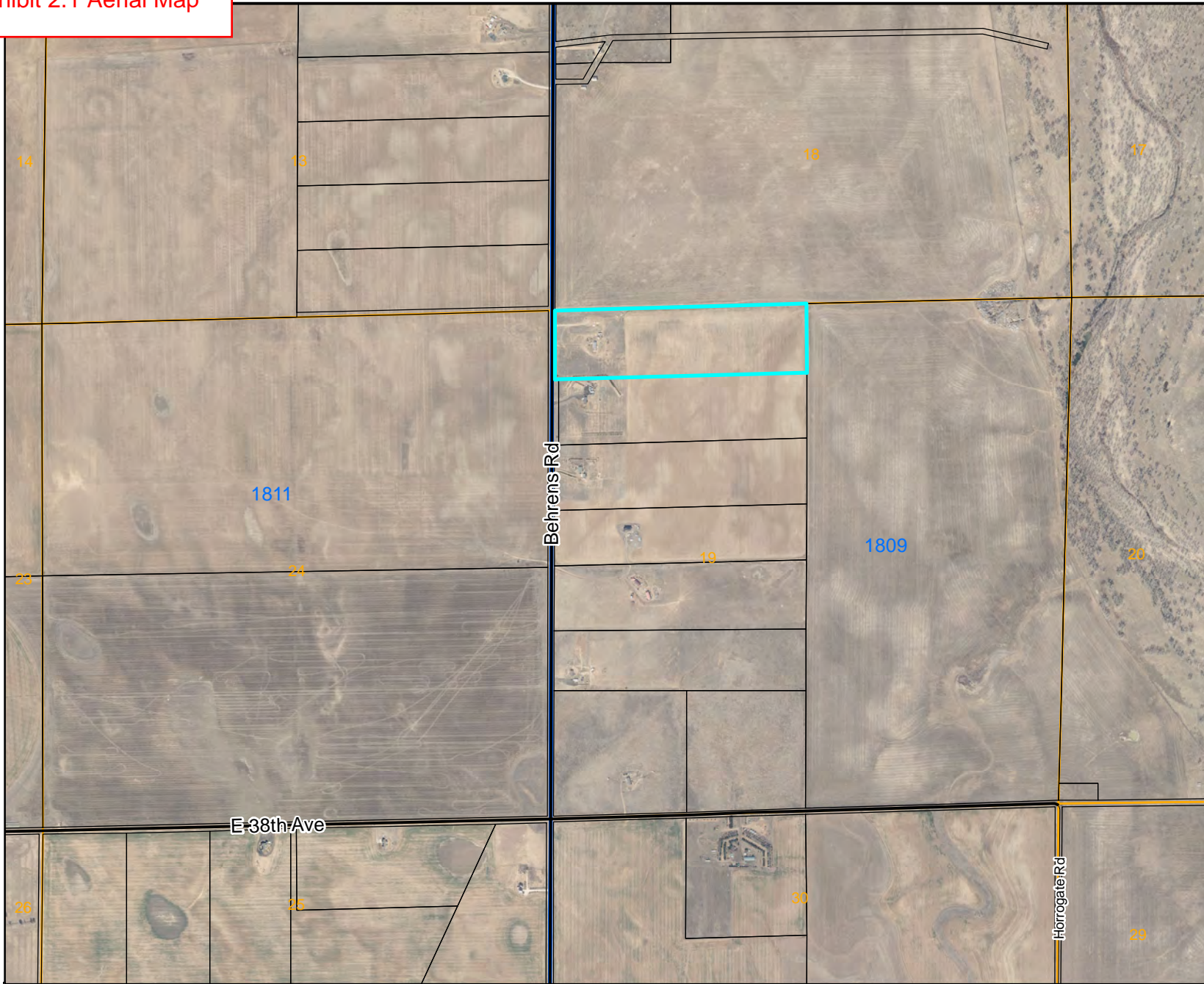
**Responding without Concerns:**

Colorado Department of Transportation  
Intermountain Rural Electric Association  
Tri County Health Department  
Xcel Energy

**Notified but not Responding / Considered a Favorable Response:**

Byers Fire Protection District #9  
CDPHE Solid Waste Unit  
Century Link  
Comcast  
Adams County Sheriff

Exhibit 2.1 Aerial Map



### LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- ▭ Sections

#### Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- ⋯ Airport Noise Overlay

**Fellows Elder Care**  
**RCU2017-00023**

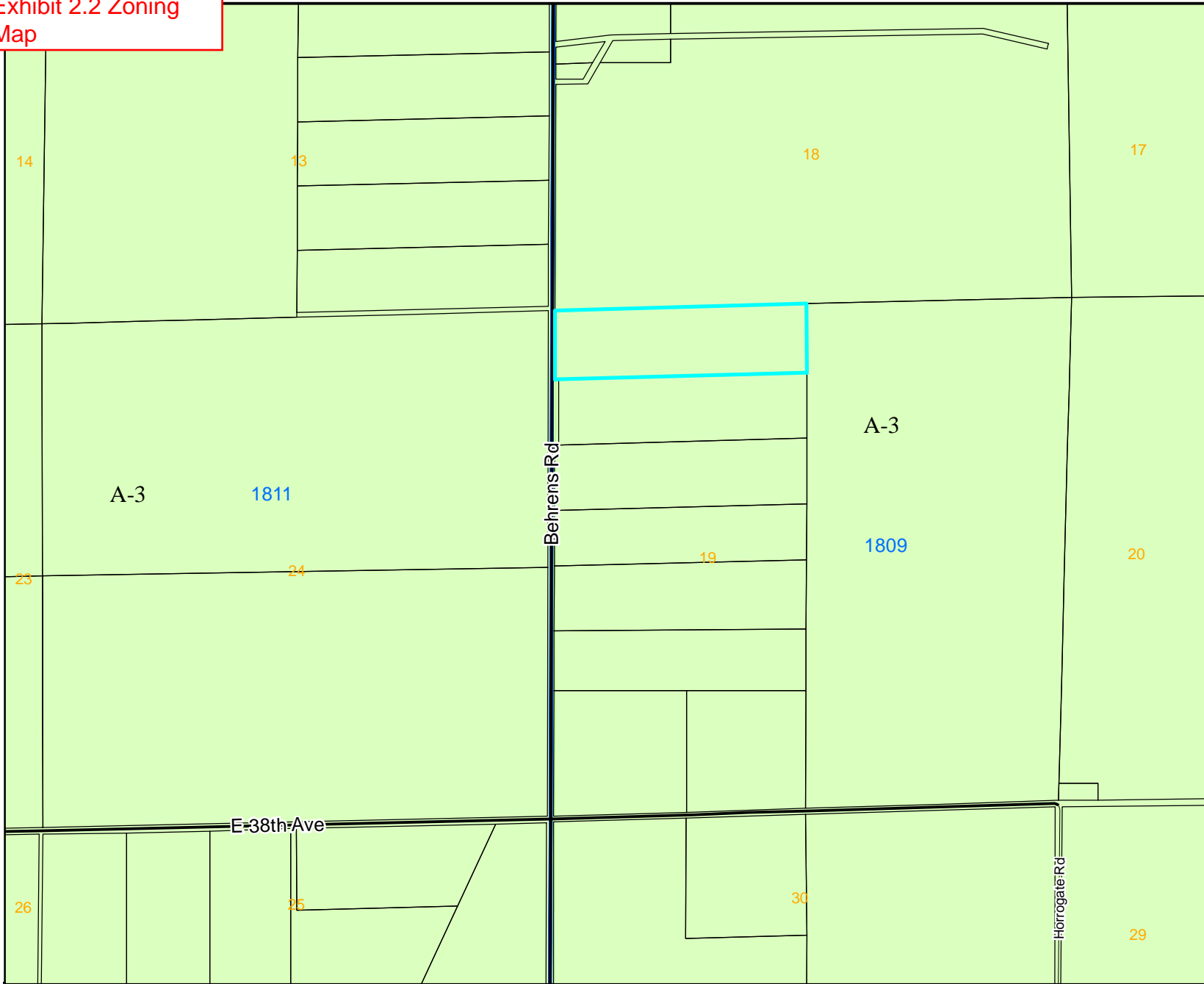


For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

**Exhibit 2.2 Zoning Map**



**LEGEND**

- Special Zoning Conditions
- Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

**Fellows Elder Care**  
**RCU2017-00023**

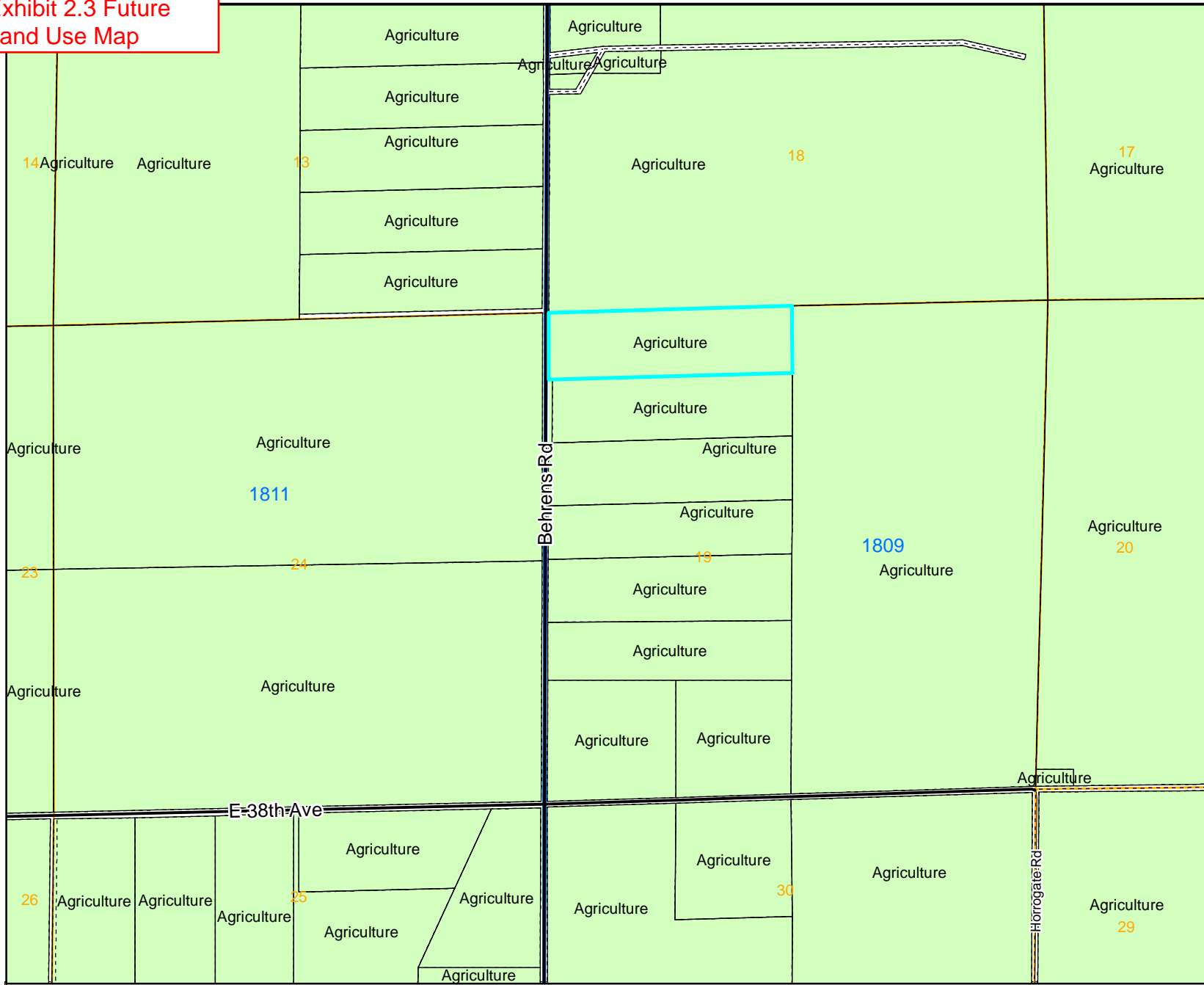


For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

**Exhibit 2.3 Future  
Land Use Map**



**LEGEND**

- ★ Special Zoning Conditions
  - 3 Section Numbers
  - +— Railroad
  - Major Water
  - Zoning Line
  - Sections
- Zoning Districts**
- A-1
  - A-2
  - A-3
  - R-E
  - R-1-A
  - R-1-C
  - R-2
  - R-3
  - R-4
  - M-H
  - C-0
  - C-1
  - C-2
  - C-3
  - C-4
  - C-5
  - I-1
  - I-2
  - I-3
  - CO
  - PL
  - AV
  - DIA
  - P-U-D
  - P-U-D(P)
  - Airport Noise Overlay

**Fellows Elder Care**

**RCU2017-00023**

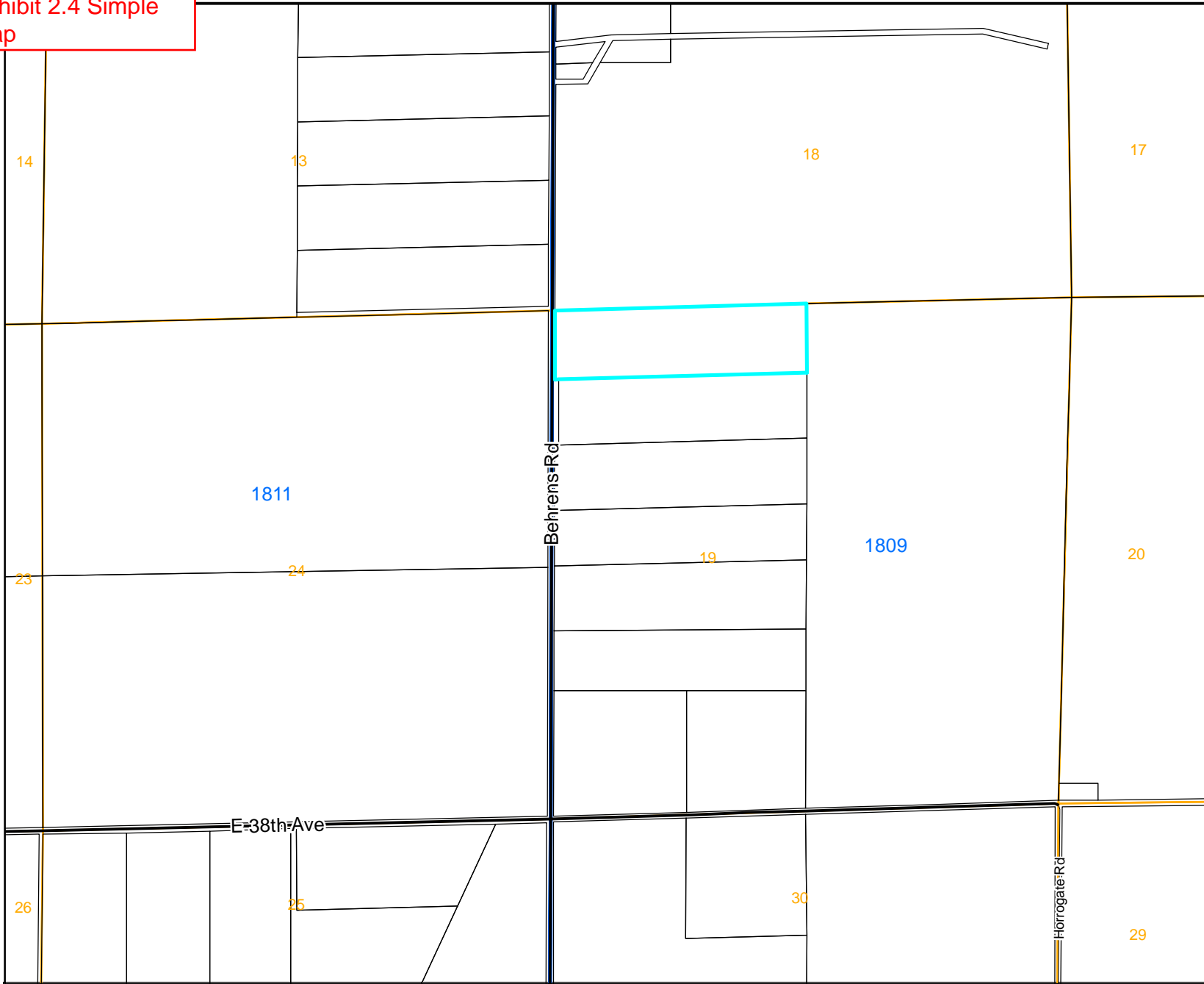


For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

**Exhibit 2.4 Simple Map**



**LEGEND**

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
- Major Water
- Zoning Line
- ▭ Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

**Fellows Elder Care**  
**RCU2017-00023**



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Exhibit 3.1 Applicant  
Written Explanation

Written Explanation of the project:

Devin Fellows is applying for a Conditional Use Permit that will allow his father- in law and his grandmother – in law to place a single or doublewide trailer on his property at 4680 Behrens Rd, Byers Co 80103. Mr. Wilson is in poor health, as is his mother. They are needing to sell their current home and move onto the Fellows property, in order to take care of their health needs.

General Location: The new property will be northeast of the existing property and set back approximately 100ft.

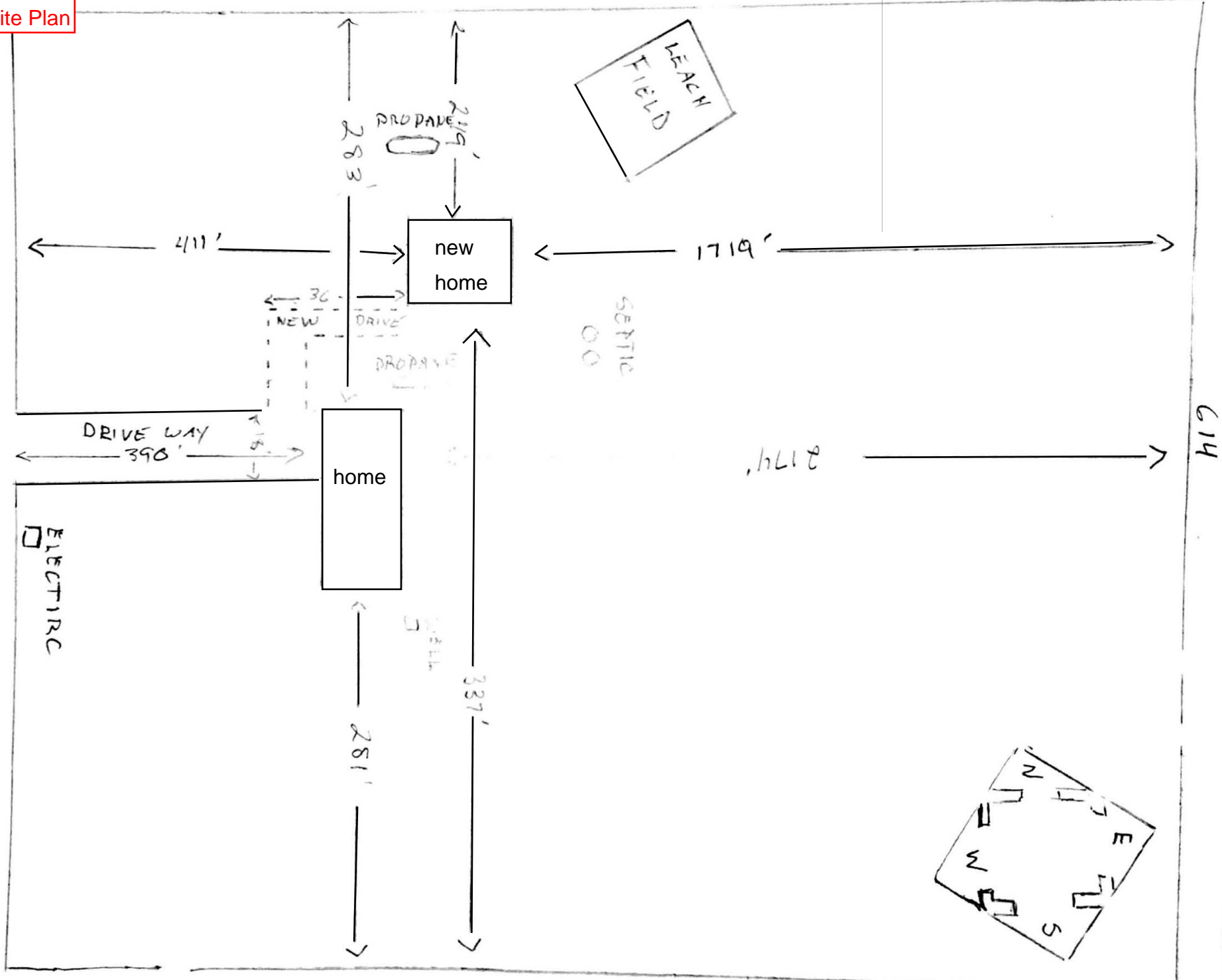
Size of Property: New property shall be no larger than the existing property.

Description of Project: The new property will house the Fellows' Father and Grandmother. The property is being requested related to the Fathers' and Grandmothers' health conditions. The use of oxygen will be present in the new property for health purposes only. No additional healthcare equipment or providers will be in this property.

The proposed plan is to appropriately access gas, water and septic systems and place a modular home on the property adjacent to their current home, approximately 100ft to the northeast. The new home shall not be larger than the existing home and will be placed and up kept in a fashion that is appealing.

Devin Fellows

Exhibit 3.2  
Applicant Site Plan



1686 BEHRENS RD

**Exhibit 4.1 CDOT  
Comments**

**From:** [Loeffler - CDOT, Steven](#)  
**To:** [Libbie Adams](#)  
**Subject:** RCU2017-00023, Fellows Elder Care  
**Date:** Thursday, June 22, 2017 1:40:46 PM

---

Libbie,

I have reviewed the referral named above for a CUP to allow an accessory dwelling unit for elder care on property located at 6480 Behrens Road and have no objections.

Thank you for the opportunity to review this referral.

**Steve Loeffler**  
Permits Unit



P 303.757.9891 | F 303.757.9886  
2000 S Holly Street, Denver, CO 80222  
[steven.loeffler@state.co.us](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)

**Exhibit 4.2 IREA  
Comments**

**From:** [Kaufman Brooks](#)  
**To:** [Libbie Adams](#)  
**Subject:** RE: Request for Comments: Fellows Elder Care (RCU2017-00023)  
**Date:** Wednesday, June 14, 2017 8:43:35 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Ms. Adams

The Association has reviewed the contents in the referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, service requirements and environmental impact.

The Association has no comments at this time.

Brooks Kaufman  
Lands and Rights-of-Way Director  
Intermountain Rural Electric Association  
5496 N U.S. Hwy 85  
P.O. DRAWER A  
Sedalia, CO 80135  
Office (303) 688-3100 ext 5493  
Direct (720) 733-5493  
Fax (720) 733-5868  
Cell (303) 912-0765  
[bkaufman@irea.coop](mailto:bkaufman@irea.coop)  
P please consider the environment before printing



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**From:** Libbie Adams [mailto:LAdams@adcogov.org]  
**Sent:** Friday, June 02, 2017 11:45 AM  
**To:** Libbie Adams  
**Subject:** Request for Comments: Fellows Elder Care (RCU2017-00023)

**CAUTION:**

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Attached is the Request for Comments for the Fellows Elder Care (Case #RCU2017-00023). The applicant is request a conditional use permit to allow an accessory dwelling unit on the subject site. Please email me any comments you may have on or before **Friday, June 23**. Thank you in advance for your review of this case. If you have any questions, please do not hesitate to contact me.

Thanks,  
Libbie Adams

**Libbie Adams, AICP**

Planner I, *Community and Economic Development*

ADAMS COUNTY, COLORADO

4430 South Adams County Pkwy, Suite W2000A

Brighton, CO 80601

o: 720.523.6855 | [ladams@adcogov.org](mailto:ladams@adcogov.org)

[www.adcogov.org](http://www.adcogov.org)



June 12, 2017

Libbie Adams  
Adams County Planning  
4430 South Adams County Parkway  
Brighton, CO 80601-8204

RE: Fellows Elder Care, RCU2017-00023  
TCHD Case No. 4432

Dear Ms. Adams,

Thank you for the opportunity to review and comment on the Conditional Use Permit to add an accessory dwelling unit for elder care located at 6480 Behrens Road. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

#### **Onsite Wastewater Treatment System**

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment. TCHD Regulation Number O-14, Section 4.2 requires a Use Permit be obtained when a modular unit is added to an Onsite Wastewater Treatment System (OWTS). In order to obtain a Use Permit, the OWTS needs to be inspected by a National Association of Wastewater Technicians (NAWT) Certified Use Permit Inspector. A list of Certified Inspectors is available here <http://www.nawt.org/search.html>. The applicant will then take the completed inspection report and submit it to the nearest TCHD office to obtain a Use Permit. If it is determined by the inspector that the system has deficiencies that require repair, these repairs must be completed prior to TCHD issuing a Use Permit. For more information on the Use Permit process, see our septic system website <http://www.tchd.org/269/Septic-Systems>

Please feel free to contact me at 720-200-1593 or [mweakley@tchd.org](mailto:mweakley@tchd.org) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Weakley", written in a cursive style.

Michael Weakley  
Water Program Supervisor

cc: Sheila Lynch, Monte Deatrich, Jeff McCarron, TCHD





**Right of Way & Permits**  
1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3284  
donna.l.george@xcelenergy.com

June 20, 2017

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Libbie Adams

**Re: Fellows Elder Care, Case # RCU2017-00023**

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the plans for **Fellows Elder Care** and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George  
Contract Right of Way Referral Processor  
Public Service Company of Colorado

Exhibit 5.1 Gates  
Comments

**From:** [Tracie G](#)  
**To:** [Libbie Adams](#)  
**Subject:** Fellows Elder Care/ RCU2017-00023  
**Date:** Wednesday, June 14, 2017 2:16:16 PM

---

Good Afternoon,

My name is Tracie Gates and I am emailing you in response to the notification we received about our neighbors up the road and their request for a permit to put in a module home on their property. We have just one question, because of the smaller size in the dwelling how is that going to affect our property value? If at all.

Exhibit 5.2 Ali  
Comments

**From:** [Soa00Personal](#)  
**To:** [Libbie Adams](#)  
**Subject:** Project No: RCU2017-00023 , Regarging Fellows Devine at 6480 Behrens Rd. Dwelling permit.  
**Date:** Saturday, June 03, 2017 11:08:22 PM

---

Department of Community and Economic Development (Adam County).

My response to the comment letter regarding to Fellows Devine Family.

I personally think any Colorado citizens who own land, should be able to do whatever they want with their land. It's win-win : for county , owners, and neighbor.

I have communicated with Fellows on this matter last year. I do not have problem with this. I support Fellows project. Best of luck to Fellows Family.

Regards,  
Sohel Ali

6-3-2017

**Exhibit 5.3 Aberle  
Comments**

**From:** [Steve & Gina Aberle](#)  
**To:** [Libbie Adams](#)  
**Subject:** Project Number RCU2017-00023  
**Date:** Wednesday, June 21, 2017 8:41:46 PM

---

Libbie

This is in response to the request for comments that I received in the mail. Regarding Case name Fellows Elder Care, project # RCU2017-00023.

I attended the neighborhood meeting at the Fellows last summer. I gave my opinion at that time, and my opinion has not changed. My opinion is that any housing structure that they may add, should be within the requirements of the covenants adopted by the seller of and owners of the 4 parcels known as North Forty Farm. I gave a copy of those covenants to the Fellows at that meeting. A brief summary of the requirements of the covenants regarding any structure used as a residence would be;

- 1 All single family dwelling homes, including modular or manufactured homes, shall have at least a 12 inch overhang of the roof.
- 2 No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any parcel as family dwelling, either temporary or permanent.
- 3 No dwelling shall be erected, placed or altered on any parcel unless such dwelling shall have a square footage area of not less than 1,100 square feet of finished living area on one floor.

I am not in favor of a conditional use permit that would allow a housing structure that does not meet the requirements of the covenants that are in effect.

Stephen Aberle  
4500 Behrens Rd.

Community & Economic  
Development Department  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000  
Brighton, CO 80601-8204  
PHONE 720.523.6800  
FAX 720.523.6998

## Request for Comments

Case Name: Fellows Elder Care  
Project Number: RCU2017-00023

June 2, 2017

Adams County Community and Economic Development Department is requesting comments on the following request:

**Conditional Use Permit to allow an accessory dwelling unit for elder care.**

This request is located at **4680 Behrens Rd**

The Assessor's Parcel Number is: **0180919200001**

Legal Description: **SECT, TWN, RNG: 19-3-60 DESC: N2 N2 NW4 40A**

You were notified with this request because your property is within 1,000 feet of the site listed above.

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 by **Friday, June 23, 2017** so that your comments may be taken into consideration in the review of this case. Please send your response by way of e-mail to [LAdams@adcogov.org](mailto:LAdams@adcogov.org), or you may call with comments at 720.523.6855. This referral can also be found online at <https://www.adcogov.org/planning/currentcases>.

Thank you for your review of this case.

Libbie Adams  
Case Manager

Community & Economic  
Development Department  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000  
Brighton, CO 80601-8204  
PHONE 720.523.6800  
FAX 720.523.6998

## Public Hearing Notice

Case Name:	Fellows Elder Care
Project Number:	RCU2017-00023
Planning Commissioners Hearing Date:	Thursday, October 12, 2017 at 6:00 pm
Board of County Commissioners Hearing Date:	Tuesday, October 31, 2017 at 9:30 am

September 26, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

### **Conditional Use Permit to allow an accessory dwelling unit for elder care.**

This request is located at 4680 Behrens Rd

The Assessor's Parcel Number is 0180919200001

Legal Description: SECT, TWN, RNG: 19-3-60 DESC: N2 N2 NW4 40A

Owner Information: Devin R Fellows  
4680 Fellows Rd  
Byers, CO 80103-8534

The hearing will be held in the Public Hearing Room located at the Adams County Government Center 4430 South Adams County Parkway, Brighton, CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at this hearing is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

A handwritten signature in black ink, appearing to read 'Libbie Adams', is written over a light blue horizontal line.

Libbie Adams  
Case Manager



**To: Sheree Sandell**  
**Dept:** Westminster Window / Northglenn Thornton Sentinel  
**From: Shayla Christenson**  
**Date:** September 21, 2017

**NOTICE OF PUBLIC HEARING FOR LANDUSE**

NOTICE IS HEREBY GIVEN, that an application has been filed by, DEVIN FELLOWS, Case #RCU2017-00023, requesting: Conditional Use Permit to allow an accessory dwelling unit for elder care on the following property:

**LEGAL DESCRIPTION: SECT, TWN, RNG: 19-3-60 DESC: N2 N2 NW4 40A**

**(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)**

APPROXIMATE LOCATION: 6480 Behrens Rd  
PIN: 0180919200001

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO - 1st Floor, on the 10/12/2017, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO - 1st Floor, on the 10/31/2017, at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact Libbie Adams at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6855. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS  
ERIN BRIM CLERK OF THE BOARD

**TO BE PUBLISHED IN THE [September 28, 2017](#) ISSUE OF THE Westminster Window / Northglenn Thornton Sentinel**

Please reply to this message by email to confirm receipt or call 720-523-6800

**Exhibit 6.4 Agency  
Referral List**

Adams County Development Services - Building  
Attn: Justin Blair  
4430 S Adams County Pkwy  
Brighton CO 80601

BYERS FIRE PROTECTION DISTRICT #9  
Attn: CHIEF MICHAEL DISHER  
P.O. BOX 85  
BYERS CO 80103

CDPHE - WATER QUALITY PROTECTION SECT  
Attn: Patrick Pfaltzgraff  
4300 CHERRY CREEK DRIVE SOUTH  
WQCD-B2  
DENVER CO 80246-1530

CDPHE SOLID WASTE UNIT  
Attn: Andy Todd  
4300 CHERRY CREEK DR SOUTH  
HMWMD-CP-B2  
DENVER CO 80246-1530

Century Link, Inc  
Attn: Brandyn Wiedreich  
5325 Zuni St, Rm 728  
Denver CO 80221

Code Compliance Supervisor  
Attn: Eric Guenther  
eguenther@adcogov.org

COMCAST  
Attn: JOE LOWE  
8490 N UMITILLA ST  
FEDERAL HEIGHTS CO 80260

COUNTY ATTORNEY- Email  
Attn: Christine Francescani  
CFrancescani@adcogov.org

Engineering Department - ROW  
Attn: Transportation Department  
PWE - ROW

Engineering Division  
Attn: Transportation Department  
PWE

ENVIRONMENTAL ANALYST  
Attn: Jen Rutter  
PLN

Intermountain Rural Electric Asso - IREA  
Attn: Brooks Kaufman  
PO Box Drawer A  
5496 North US Hwy 85  
Sedalia CO 80135

NS - Code Compliance  
Attn: Gail Moon  
gmoon@adcogov.org

Parks and Open Space Department  
Attn: Nathan Mosley  
mpedrucci@adcogov.org  
aclark@adcogov.org

SHERIFF'S OFFICE: SO-HQ  
Attn: MICHAEL McINTOSH  
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog  
snielson@adcogov.org

Sheriff's Office: SO-SUB  
Attn: SCOTT MILLER  
TFuller@adcogov.org, smiller@adcogov.org  
aoverton@adcogov.org; mkaiser@adcogov.org

TRI-COUNTY HEALTH DEPARTMENT  
Attn: MONTE DEATRICH  
4201 E. 72ND AVENUE SUITE D  
COMMERCE CITY CO 80022

TRI-COUNTY HEALTH DEPARTMENT  
Attn: Sheila Lynch  
6162 S WILLOW DR, SUITE 100  
GREENWOOD VILLAGE CO 80111

Tri-County Health: Mail CHECK to Sheila Lynch  
Attn: Tri-County Health  
landuse@tchd.org

Xcel Energy  
Attn: Donna George  
1123 W 3rd Ave  
DENVER CO 80223

**Exhibit 6.5 Property  
Owner Referral List**

ABERLE STEPHEN R AND  
ABERLE GINA L  
PO BOX 303  
BYERS CO 80103

HAYWARD STEWART D  
4040 BEHRENS ROAD  
BYERS CO 80103

ALI SOHEL R  
3551 W MOUNTAIN RD  
ENGLEWOOD CO 80110-5231

JORGENSEN RICHARD D AND  
JORGENSEN VERTTA L  
5505 BEHRENS RD  
BYERS CO 80103-8518

CAMPOS JOSE G  
4160 BEHRENS ROAD  
BYERS CO 80103

KALCEVIC JOSEPH H  
PO BOX 816  
BYERS CO 80103

DAWKINS ROBERT D AND DAWKINS DAWN M  
AND BAIRD KAREN M  
PO BOX 482  
BYERS CO 80103

KALCEVIC JOSEPH H  
PO BOX 816  
BYERS CO 80103-0816

DURAN JULIAN MARC  
3740 PECOS STREET  
DENVER CO 80211

L AND L LAND CO  
47500 E 144TH AVE  
BENNETT CO 80102

EUGLOW CARLTON M AND  
EUGLOW SANDRA L  
PO BOX 177  
BYERS CO 80103

LINNEBUR GRAIN AND BUFFALO LLLP  
PO BOX 298  
BYERS CO 80103-0298

FELLOWS DEVIN R  
4680 BEHRENS RD  
BYERS CO 80103-8534

LINNEBUR SHARON K  
LINNEBUR GERALD E  
PO BOX 513  
BYERS CO 80103-0513

GATES GEOFFREY L AND  
GATES TRACIE L  
5151 BEHRENS RD  
BYERS CO 80103

NESS DALE W AND  
NESS CYNTHIA  
71980 E 38TH AVE  
BYERS CO 80103-8508

GAUDOT DALE E AND  
GAUDOT SHARON L  
398 S MCDONNELL ST  
BYERS CO 80103-9817

NESS DALE W AND  
NESS CYNTHIA L  
71980 E 38TH AVE  
BYERS CO 80103

GAUDOT DEAN P AND  
GAUDOT REBECCA L  
PO BOX 277  
BYERS CO 80103-0277

REED RANDY R  
PO BOX 327  
BYERS CO 80103-0327

SCHOOL DIST NO.32  
444 E FRONT ST  
BYERS CO 80103-9727

# CERTIFICATE OF POSTING



I, Libbie Adams do hereby certify that I had the property posted at

4680 Behrens Rd

on September 29, 2017

in accordance with the requirements of the Adams County Zoning Regulations

---

Libbie Adams

# Fellows Elder Care RCU2017-00023

October 31, 2017

Board of County Commissioners

Community and Economic Development  
Case Manager: Libbie Adams



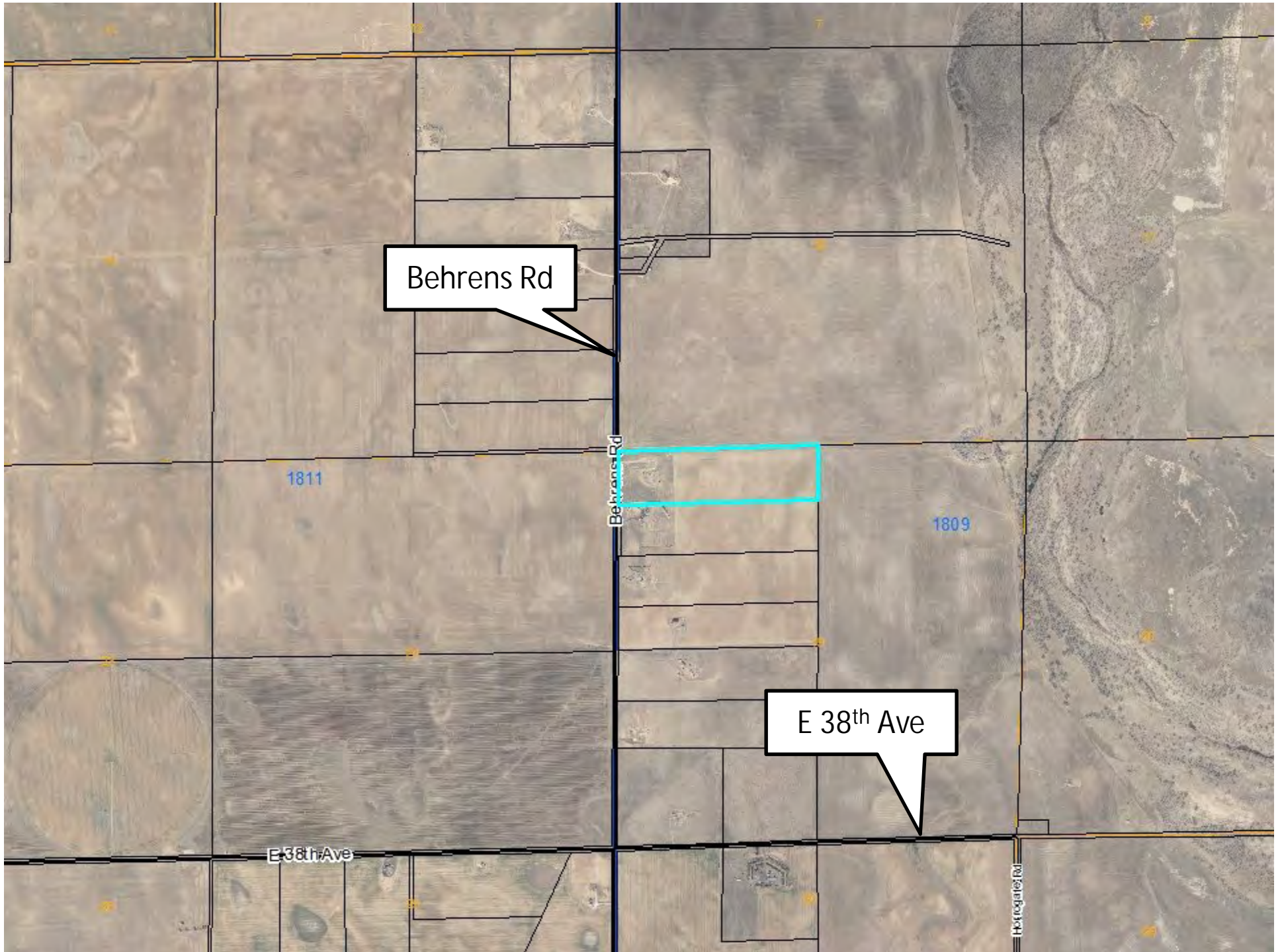


# Request

- Conditional Use Permit to allow an accessory dwelling unit

# Background

- CUP being requested to provide elder care for father and grandmother



Behrens Rd

1811

Behrens Rd

1809

E 38th Ave

E 38th Ave

Hofogate Rd





Proposed Accessory Dwelling Unit

Existing Home

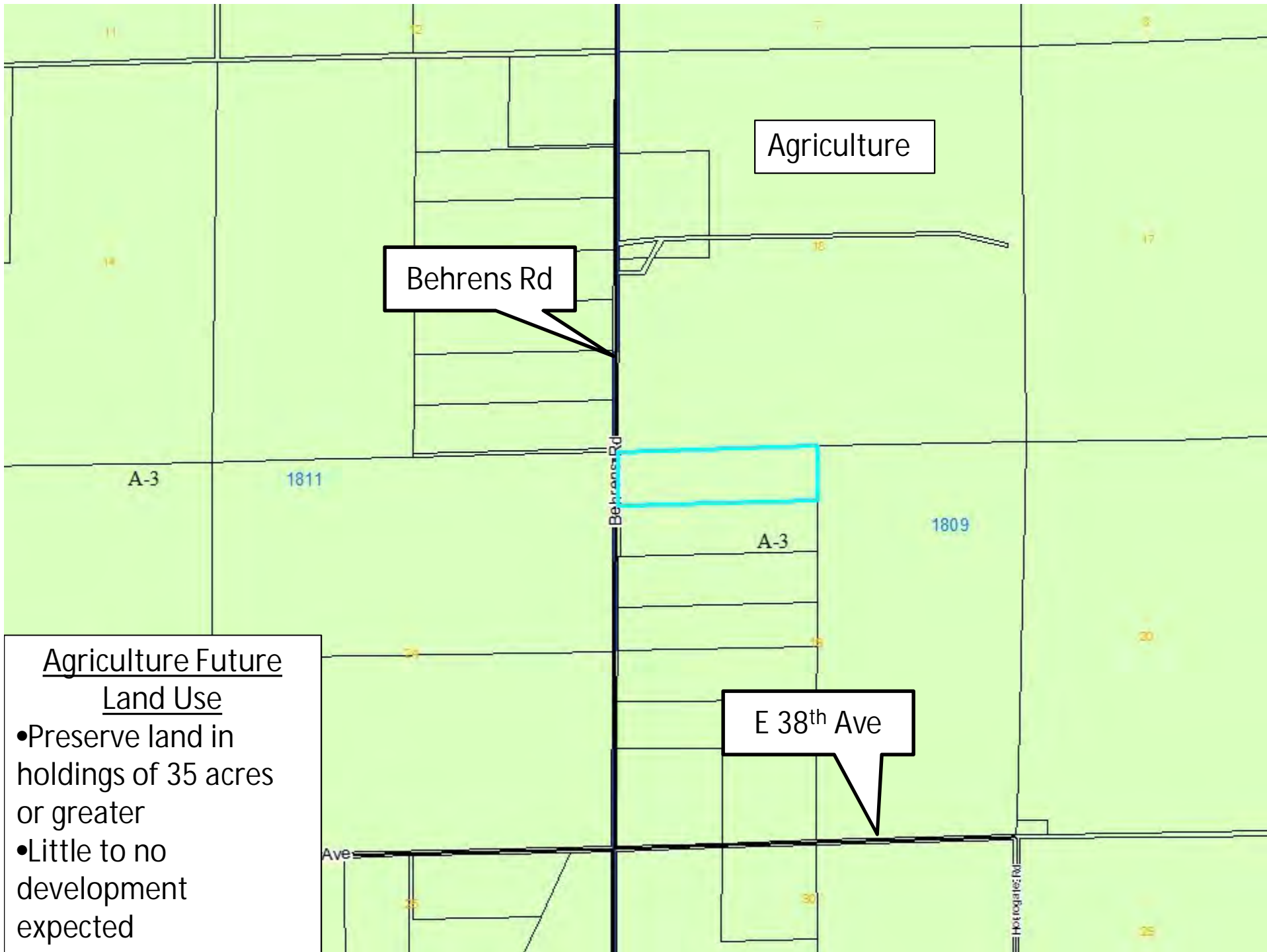
1809



Behrens Rd

E 38th Ave

A-3 Zone District  
•Provide land in holdings of 35 acres or greater  
•Farming and food production uses  
•Single-family homes are permitted



Agriculture

Behrens Rd

A-3

1811

1809

A-3

E 38th Ave

Agriculture Future Land Use

- Preserve land in holdings of 35 acres or greater
- Little to no development expected



# Conditional Use Permit Criteria

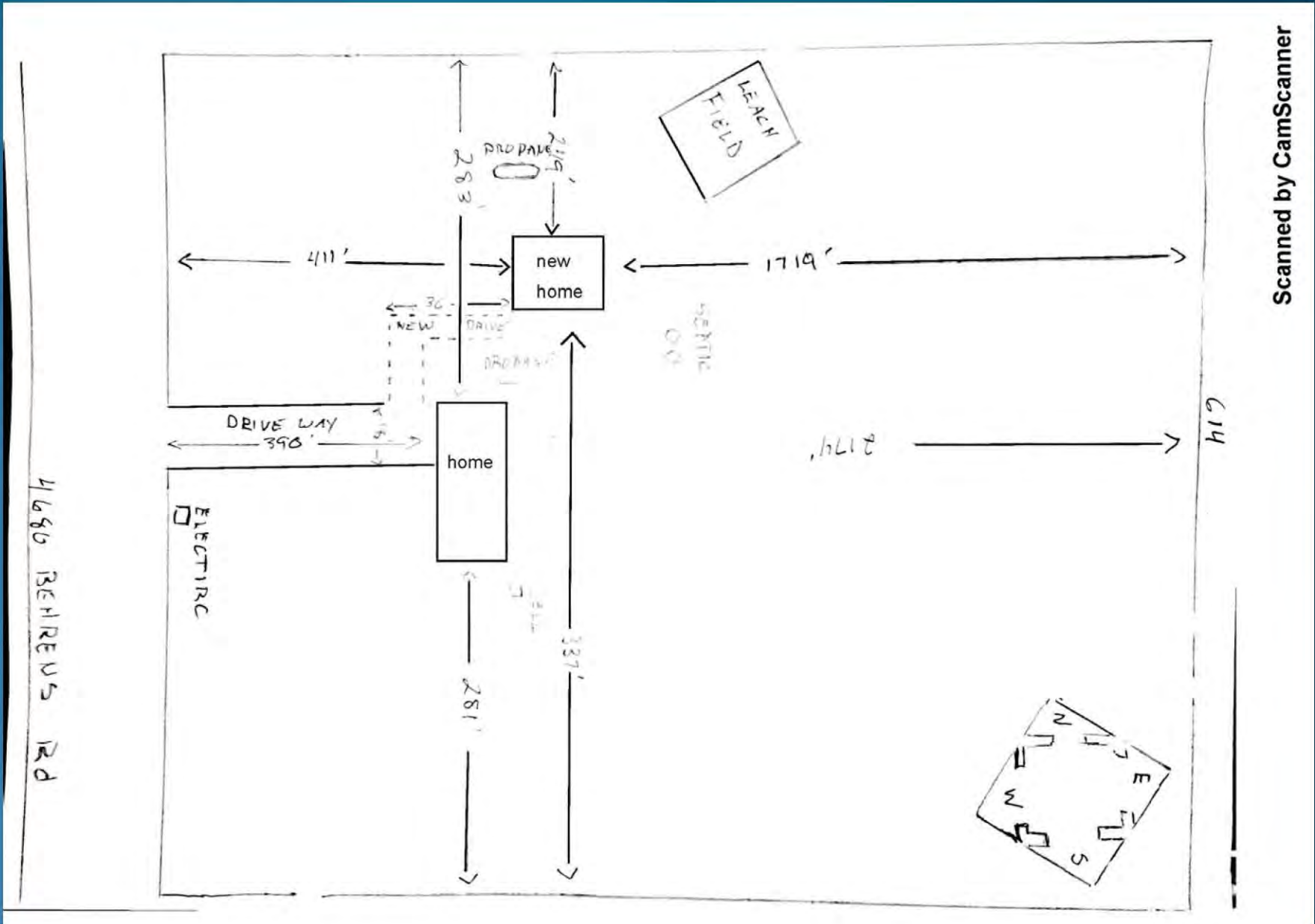
(Section 2-02-08-06)

1. Permitted in zone district
2. Consistent with regulations
3. Complies with performance standards
4. Compatible with surrounding area
5. Addresses off-site impacts
6. Suitable site
7. Functional site plan
8. Adequate Infrastructure

# Development Standards & Regulations

- Classified as Caretaker dwelling (Section 4-03-04-02-01)
  - Dwelling shall be at least 750 square feet
  - Meet A-3 setback requirements
    - 100 feet front
    - 10 feet side
    - 10 feet rear
  - Provide water & sewer

# Site Plan



# Referral Comments

- Property owners within 1,000 feet were notified

Property Owner Referrals Sent	Responses From Property Owners
21	3

- One property owner expressed concerns the request is not compliant with North Forty Farm Covenants
- One property owner had questions regarding property values, and one responded in support
- County engineering staff will require one of the two access points to be removed prior to issuance of a building permit



# Planning Commission Update

- PC heard case on 10/12/2017
  - Unanimous approval
  - Reiterated that they County does not enforce covenants
  - One member of the public spoke with concerns on how the applicant violates the North Forty Farm Covenants



Looking east onto site





Looking north along Behrens Rd





Looking west from subject site





Looking south along Behrens Rd





Looking southeast from Behrens Rd





# Recommendation

- The request is consistent with:
  - Surrounding area
  - Comprehensive Plan
  - Development Standards & Regulations
- Staff recommends Approval based on 8 Findings-of-Fact & 3 Conditions.

# Conditions

1. The mobile home shall not be rented or leased to any other tenants. Only the applicants and their family members shall be allowed to reside in the mobile home.
2. The applicant shall apply for and receive a building permit for the accessory dwelling unit.
3. The conditional use permit shall expire on October 31, 2027, ten (10) years from the date of approval by the Board of County Commissioners. Should the conditional use permit expire or not be renewed, the accessory dwelling unit shall be removed from the site.







COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT

CASE NO.: RCU2017-00025

CASE NAME: Pioneer Solar Project – North

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**Exhibit 1 – Staff Report**

- 1.1 Board of County Commissioners Report
- 1.2 Board of County Commissioners Alternative Findings for Denial

**Exhibit 2- Maps**

- 2.1 Zoning Map
- 2.2 Aerial Map
- 2.3 Notice Area Map
- 2.4 Future Land Use Map

**Exhibit 3- Applicant Information**

- 3.1 Applicant written explanation
- 3.2 Applicant site plan

**Exhibit 4- Referral Comments**

- 4.1 Development Review Comments (Planning, Engineering, Right-of-Way, Building Safety, and Parks).
- 4.2 CDPHE
- 4.3 Colorado Parks & Wildlife
- 4.4 FAA
- 4.5 IREA
- 4.6 Xcel Energy
- 4.7 Tri-County Health Department
- 4.8 Town of Bennett
- 4.9 Front Range Airport
- 4.10 Anadarko Petroleum Company

**Exhibit 5- Citizen Comments**

None

**Exhibit 6- Associated Case Materials**

- 6.1 Certificate of Posting
- 6.2 Public Hearing Notice
- 6.3 Request for Comments
- 6.4 Publishing Information
- 6.5 Property Owner Labels
- 6.6 Referral Labels



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**October 31, 2017**

CASE No.: **RCU2017-00025**      CASE NAME: **Pioneer Solar Project – North Site**

Owner's Name:	Douglas & Dareth Smialek
Applicant's Name:	GCL New Energy Inc.
Applicant's Address:	12667 Alcosta Blvd., Suite 400, San Ramon, CA 94583
Location of Request:	Southwest corner of E 56 <sup>th</sup> Avenue & Penrith Road
Nature of Request:	A conditional use permit to allow a solar energy project in the Agriculture-3 (A-3) zone district
Zone District:	Agriculture-3 (A-3)
Comprehensive Plan:	Agriculture
Site Size:	Approximately 314 acres
Proposed Use:	Solar energy project
Existing Use:	Agriculture
Hearing Date(s):	<b>PC: October 12, 2017 / 6:00 p.m.</b>
	<b>BOCC: October 31, 2017 /9:30 a.m.</b>
Report Date:	October 17, 2017
Case Manager:	Christopher C. La Rue
Staff Recommendation:	APPROVAL with 8 Findings-of-Fact, 2 Conditions Precedent, and 3 Conditions
PC Recommendation:	APPROVAL with 8 Findings-of-Fact, 2 Conditions Precedent, and 3 Conditions

**SUMMARY OF APPLICATION**

**Background**

GCL New Energy Inc. is requesting a conditional use permit to construct a solar energy project on the subject property. The proposed development would be located on the southwest corner of East 56<sup>th</sup> Ave and Penrith Road (see Exhibits 2 & 3.2). According to the applicant, electricity generated from the project would be transferred through an underground transmission line to another proposed solar garden facility located south of the subject site and then connect to an overhead power line (the IREA overhead power line). The information submitted with the

application shows the project will have the capacity to produce approximately 37.5 megawatts of power.

The proposed site shows the conditional use permit will cover approximately 281 acres of a 314 acre property and consist of approximately 155,520 solar panels. The applicant and the property owner have agreed to allow the property to be used as a solar energy facility for 35 years, which is also the duration of the proposed conditional use permit.

**Site Characteristics:**

The property is located on the southwestern corner of East 56<sup>th</sup> Avenue and Penrith Road, and currently used for agriculture. There is an existing oil and gas well on the western portion of the property. The oil and gas well is located outside the proposed area of the solar energy facility.

The property abuts Penrith Road on the east and 48<sup>th</sup> Avenue on the south. Access to the site will be from Penrith Road. The site is also located approximately 3 miles east of the Front Range Airport and approximately 2.3 miles north of the Town of Bennett.

**Development Standards and Regulations Requirements**

Per section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a solar energy facility use in the A-3 zone district. In addition, section 4-03-03-02-10 of the County's Development Standards and Regulations outline performance standards for solar energy facilities. The performance standards include height and setback requirements. Per the standards, the maximum allowed height of solar panels is 15 feet. According to the applicant, the proposed solar panels will be between 8 to 10 feet in height. In addition, the proposed panels will be required to conform to all setback requirements of the A-3 zone district, which include a 120-foot section line setback, a 50-foot front setback, a 10-foot side setback, and a 20-foot rear setback. The site plan submitted with the application conforms to the setback requirements.

The site plan also shows a proposed seven foot tall chain link fence to be constructed around the perimeter of the solar facility. According to the applicant, a number of the adjacent property owners have expressed a preference for a transparent fence, instead of an opaque fence. The proposed chain link fence is as a result of adhering to the neighboring property owner's preference. The fence is also to provide security to prevent intruders on the property. No landscaping is proposed for development of the site. The information submitted with the application indicates the remainder of the property outside the boundary of the solar facility can continue to be used for dryland farming. According to the applicant, the decision to limit landscaping is also to adhere to the neighboring property owner's preference to not significantly alter the agricultural nature of the area.



**Future Land Use Designation/Goals of the Comp-Plan for the Area**

The Comprehensive Plan designates the subject site and most of the surrounding area as Agricultural. Per Chapter 5 of the Adams County Comprehensive Plan, agricultural areas are those that are not expected to develop, except for limited areas of very low density residential at densities of 1 dwelling per 35 acres. In addition, the agriculture areas designations are those that are typically characterized by a lack of urban services. Installing solar panels on the property will not be detrimental or impede the goals of the Comprehensive Plan designation of Agricultural on the property or surrounding areas. The facility will generate clean energy without emanating noise, odor, or other negative externalities. In addition, using the site for a solar energy facility will not be injurious to development of adjacent properties.

Overall, there is little maintenance operation required for the solar facility. Daily operations of the site will be fully automated and will not require staff to be present. Energy production from the site will be monitored by the company to ensure the facility is operating at expected levels, and planned maintenance may occur only once a week. There will be no substantial increase in traffic associated with the request. In addition, the area surrounding the site is not expected to be substantially developed during the tenure of the solar project, and there will be no permanent impact as a result of this development to prevent achieving the goals of the future land use designation.

**Surrounding Zoning Designations and Existing Use Activity:**

<b>Northwest A-3 Agriculture</b>	<b>North A-3 Agriculture</b>	<b>Northeast A-3 Agriculture / 2 Homes</b>
<b>West A-3 Agriculture</b>	<b>Subject Property A-3 Vacant / Agriculture</b>	<b>East A-3 Agriculture</b>
<b>Southwest A-3 Agriculture / 1 Home</b>	<b>South A-3 Agriculture with agriculture buildings</b>	<b>Southeast A-3 Agriculture Overhead power line</b>

**Compatibility with the Surrounding Land Uses:**

A majority of the surrounding properties to the site are developed as agricultural and residential uses. All of the properties surrounding the site are zoned A-3. Per Section 3-10-01 of the Adams County Development Standards and Regulations, the purpose of the A-3 District is to provide land, primarily in holdings of at least thirty-five (35) acres, for dryland or irrigated farming, pasturage, or other related food production uses. There is an existing solar energy facility located approximately a ½ mile east of the subject site. The solar facility was approved by the Board of County Commissioners in 2016 (Case # RCU2016-00006).

The properties to the northeast and southeast of the site are developed with single-family homes. The closest home to the proposed solar energy facility is setback at least five-hundred feet. The proposed use of the property as a solar energy facility will not be incompatible to the surrounding area. The use will not generate additional traffic, noise, lighting or glare to the surrounding properties. In addition, the subject site and surrounding area are rural in nature and sparsely vegetated and will likely remain undeveloped for a considerable number of years.

**Planning Commission Update:**

The Planning Commission considered this case on October 12, 2017, and recommended unanimous approval of the request. The Planning Commission as well as the applicant had no concerns with the staff report or the recommended conditions of approval. Beside the applicant, no one from the public spoke in favor or in opposition to the request.

**Staff Recommendations:**

Based upon the application, the criteria for approval of a conditional use permit, and a recent site visit, staff recommends Approval of the subject request with 8 findings-of-fact, 2 conditions precedent, and 3 conditions.

**Findings-of-fact:**

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.



**Recommended Condition Precedent:**

1. Prior to issuance of a building permit, the applicant shall dedicate the following rights-of-way to Adams County:
  - a. 70 feet for East 56<sup>th</sup> Avenue
  - b. 10 feet for Penrith Road
  - c. 10 feet for East 48<sup>th</sup> Avenue
  
2. Prior to issuance of a building permit, the applicant shall provide Adams County a copy of the executed surface use agreement with Anadarko Petroleum Company.

**Recommended Conditions of Approval:**

1. This conditional use permit shall expire on October 31, 2052.
2. The solar panels on-site shall be removed when the conditional use permit expires, unless an extension or renewal is granted by the Board of County Commissioners.
3. At the expiration of one (1) year, if a building permit has not been issued for the solar project or the solar project use has not been established, this conditional use permit shall expire.

**PUBLIC COMMENTS**

<b>Property Owners Notified</b>	<b>Number of Responses</b>
16	0

Staff sent sixteen notices to property owners within a ½ mile of the subject request (see Exhibit 6.5). As of writing this report, staff has received no responses from the public notification.

**COUNTY AGENCY COMMENTS**

Adams County Development Services Engineering reviewed the request and had no outstanding comments. The County’s Right-of-Way staff recommends that the applicant dedicate the following rights-of-way: 70 feet for East 56<sup>th</sup> Avenue, ten feet for Penrith Road, and ten feet for East 48<sup>th</sup> Avenue (see Exhibit 4.1). This request has been included in the conditions of approval and the applicant has agreed to it.

**REFERRAL AGENCY COMMENTS**

**Responding with Concerns:**

Anadarko Petroleum Company (see exhibit 4.10)

The Anadarko Petroleum Company reviewed the request and indicated they were working with the applicant on a surface use agreement for underground minerals on the property. The applicant shall be required to present the final executed surface use agreement prior to receiving a building permit for the project.

CDPHE (see exhibit 4.2)

The Colorado Department of Health reviewed the request and indicated that an air pollutant emissions notice (APEN) is required when construction activities (earth moving) exceeds 25 acres or the duration of activities on the property prolong for more than six months on the property. The applicant responded to this concern and stated they will obtain the required permit.

FAA (see exhibit 4.4)

The Federal Aviation Administrative reviewed the request and stated the applicant shall be required to obtain approval of an aeronautical study. The applicant has already received approval of this study from the FAA.

Tri-County Health (see exhibit 4.7)

The Tri-County Health Department reviewed the request and stated that the applicant would be required to provide adequate temporary sanitation facilities and trash removal during construction of the project. The applicant responded and stated they will comply with all Tri-County Health requirements.

**Responding without Concerns:**

Colorado Parks and Wildlife (see exhibit 4.3)

Front Range Airport (see exhibit 4.9)

IREA (see exhibit 4.5)

Xcel Energy (see exhibit 4.7)

Town of Bennett (see exhibit 4.8)

**Notified but not Responding / Considered a Favorable Response:**

Bennett Fire District

Bennett Park & Recreation District

Bennett School District 29J

CDOT

Century Link

Comcast

DIA

High Five Plains Foundation

Urban Drainage & Flood Control



## Community &amp; Economic Development Department

4430 South Adams County Parkway,  
1st Floor, Suite W2000  
Brighton, CO 80601-8205  
PHONE 720.523.6800 FAX 720.523.6998

**MEMORANDUM**

To: Board of County Commissioners

From: Christopher C. LaRue, Senior Planner

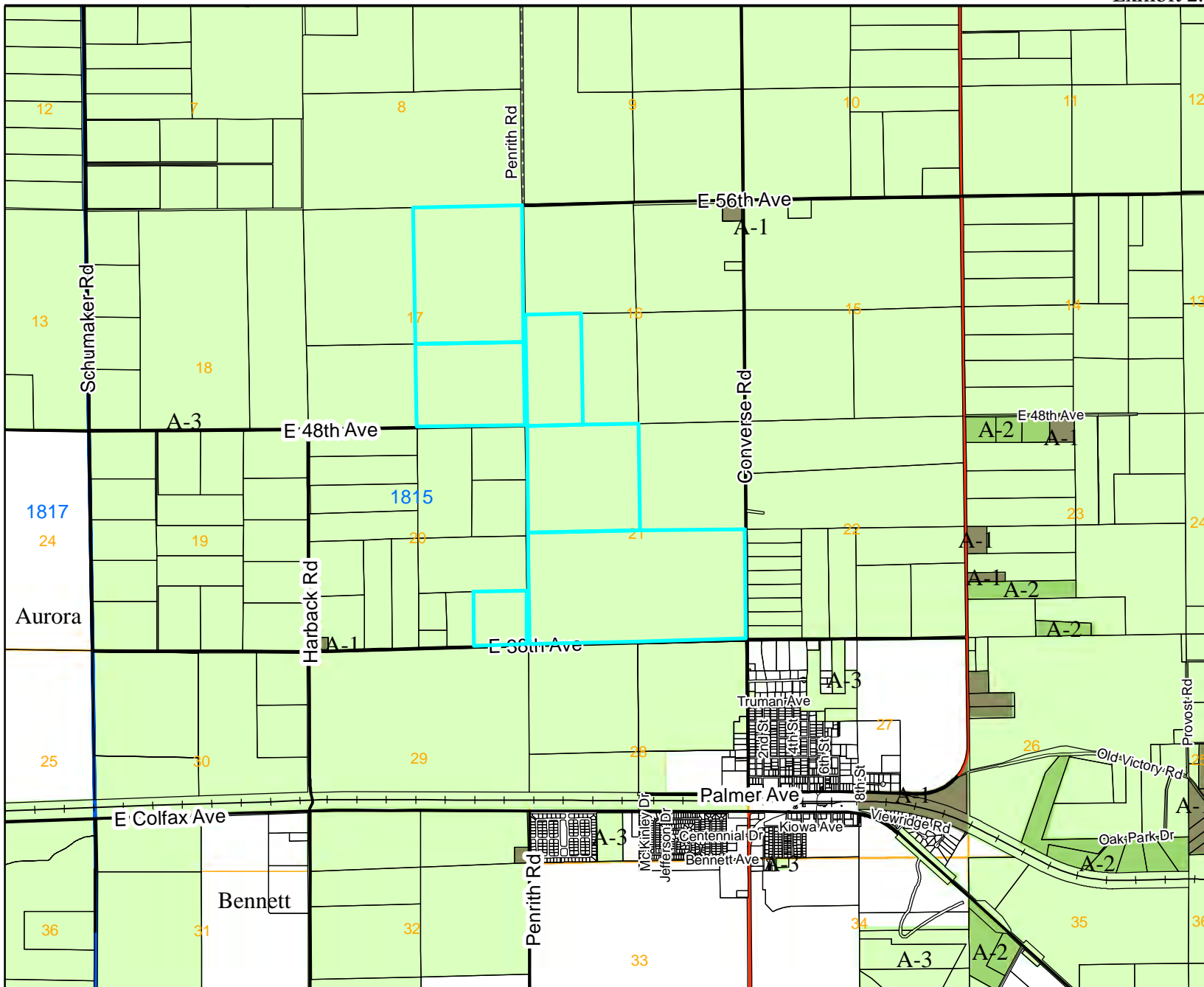
Subject: RCU2017-00025, Pioneer Solar Project - North Site

Date: October 31, 2017

**ALTERNATIVE RECOMMENDED FINDINGS OF FACT**

If the Board of County Commissioners does not concur with the Staff recommendation of Approval, the following findings may be adopted as part of a decision of Denial:

1. The conditional use is not permitted in the applicable zone district.
2. The conditional use is not consistent with the purposes of these standards and regulations.
3. The conditional use will not comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is not compatible with the surrounding area, not harmonious with the character of the neighborhood, would be detrimental to the immediate area, would be detrimental to the future development of the area, and would be detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has not addressed all off-site impacts.
6. The site is not suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will not provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are not available and adequate to serve the needs of the conditional use as designed and proposed.



### LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections

#### Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

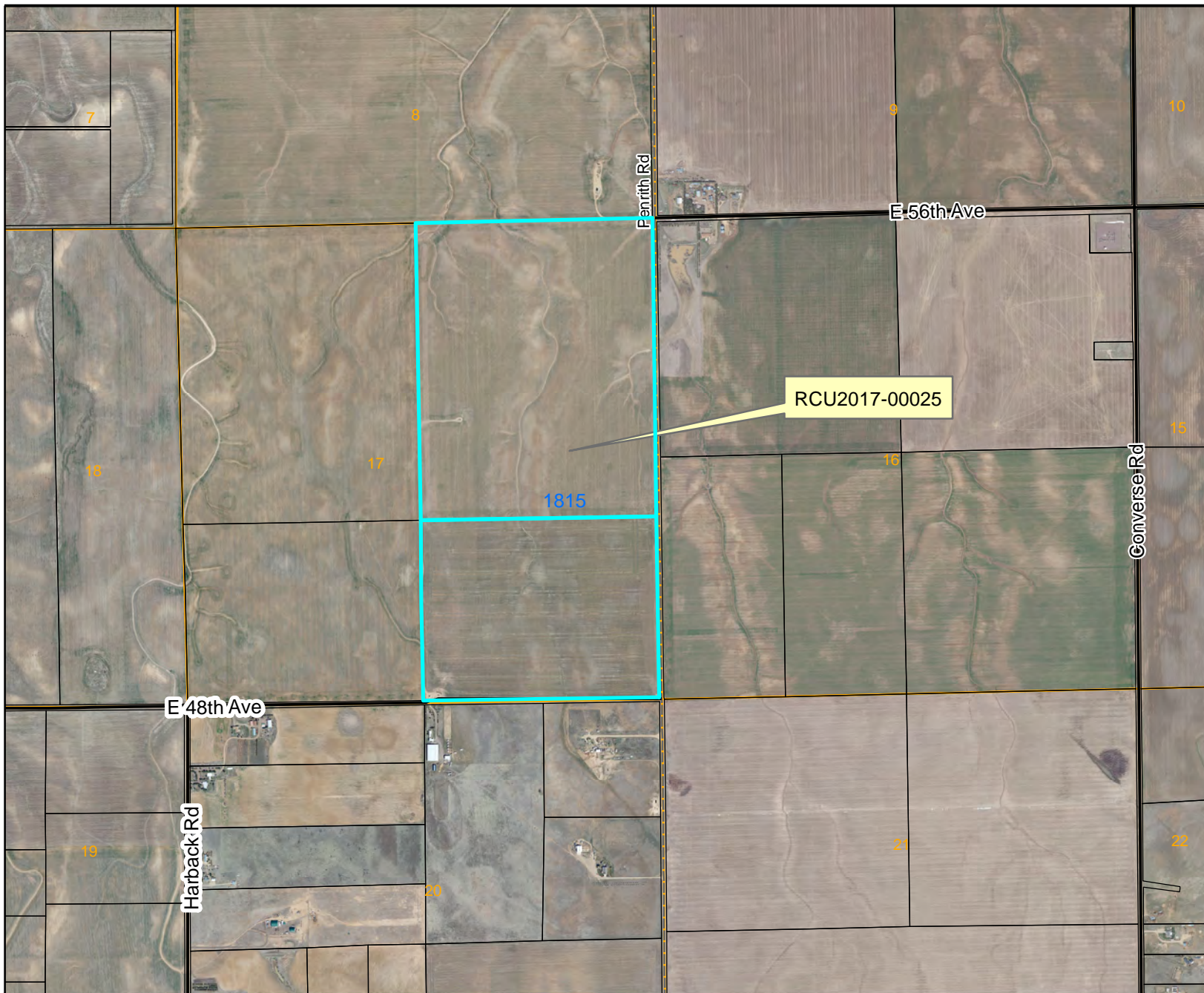
**Pioneer Solar Project-North Site**  
**RCU2017-00025**



































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**LEGEND**

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
-  Major Water
-  Zoning Line
-  Sections
- Zoning Districts**
-  A-1
-  A-2
-  A-3
-  R-E
-  R-1-A
-  R-1-C
-  R-2
-  R-3
-  R-4
-  M-H
-  C-0
-  C-1
-  C-2
-  C-3
-  C-4
-  C-5
-  I-1
-  I-2
-  I-3
-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

**Pioneer Solar Project-North Site**

**RCU2017-00025**

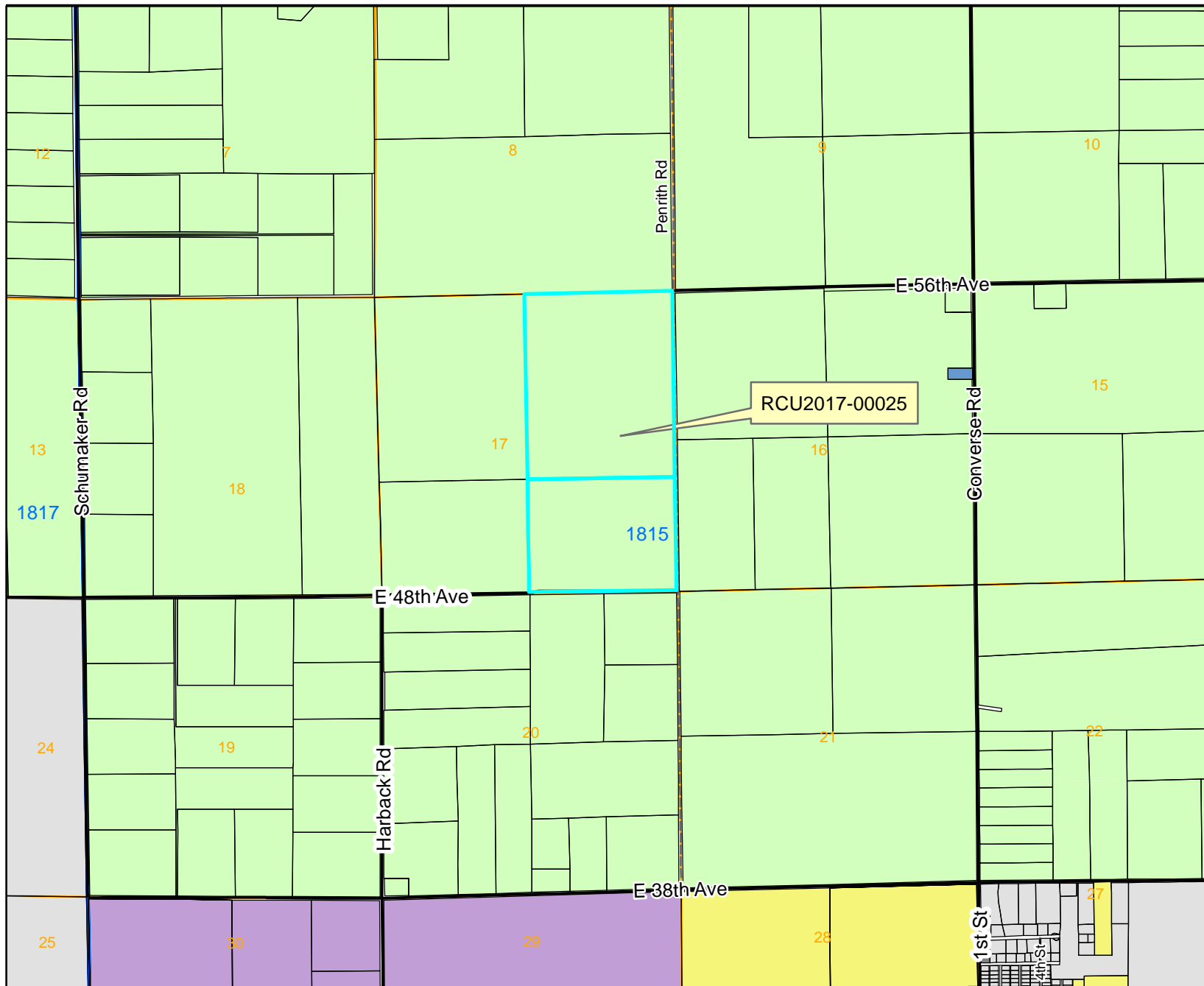


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**LEGEND**

- Special Zoning Conditions
- Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

**Pioneer Solar Project-North Site**

**RCU2017-00025**



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## Submittal Item 4. Written Explanation of the Project

### Introduction

GCL New Energy, Inc. (“GCL” or the “Company”) is seeking a conditional use permit to build an 80 MW<sub>AC</sub> solar project on land located 1-2 miles north and west of the Town of Bennett. The planned name of the Project is Pioneer Solar and the applicant for the Conditional Use Permit (CUP) is Pioneer Solar (CO), LLC (“Pioneer Solar”), a wholly owned subsidiary of GCL New Energy, Inc.

GCL New Energy, Inc. is a leading utility scale solar project developer and independent power producer based in San Ramon, California. GCL New Energy’s motto “Bringing Green Power to Life” demonstrates our commitment to creating a cleaner environment for future generations by investing in clean, renewable energy projects. The Company has developed over 800 megawatts (MW) of solar projects, and has 133 MW of projects under construction in North Carolina and Oregon. Our parent company, GCL New Energy Holdings Limited (stock number 0451.HK), has installed over 4 gigawatts (GW) of solar projects around the world, employs over 20,000 people, and reported more than \$32.5 billion of revenue in 2016.

The land on which the Project would be constructed is currently in agricultural use, zoned as Agriculture-3, and is owned by Douglas J. and Dareth Smialek (Parcels 0181517100002 and 0181517400001). As per the Adams County Land Use Code, a major energy facility including a solar project of this nature is considered as a Conditional Use in all Agricultural Zones.

The fenced area would be used solely for the purposes of the Project, which is expected to have a useful life of 35 years. The area outside the fence would continue as agricultural use. A site location map is included with this CUP application as Submittal Item 5.

The Project would be adjacent to a transmission line owned by IREA that will bring electricity generated by the Project into IREA’s electrical system that also includes the Victory Solar Project and Substation located at the Southwest corner of East 56th Ave and North Converse Road in Adams County, Colorado. The Project consists of two non-contiguous sites that are 1 mile apart.

As requested by Adams County, the two sites that compose the Project will be considered under separate conditional use applications. This application is for the north site, with a fenced area of approximately 281 acres that will have a capacity to generate approximately 37.5 MW<sub>AC</sub>. The southern site will have a capacity of approximately 42.5 MW<sub>AC</sub>, bringing the total project to a combined capacity of 80 MW<sub>AC</sub>.

### IREA Interconnection

The Project proposes to interconnect with and sell power to IREA. Both IREA’s need for power generation and interconnection capacity are limited. IREA’s power purchases are limited by electricity usage, IREA’s generation supply obligations, and competing solar projects of a similar size and at a

similar stage currently being put forward in Arapahoe and Elbert Counties. Interconnection capacity is limited by the amount of electricity that can be reliably carried on IREA's 115 kV Brick Center to Victory circuit without requiring potentially uneconomic upgrades. IREA has informed parties that pursuant to the U.S. Public Utility Regulatory Policies Act of 1978 (PURPA) they are prepared to enter into Qualifying Facility (QF) power purchase agreements (QF-PPA) to buy energy from viable projects at a price equal to or less than IREA's avoided cost of additional power once the conditions of viability have been met (see attached IREA letter, Submittal Item 18). The three essential conditions of viability are: (i) execution of an interconnection agreement with IREA, (ii) local government approval of the applicable land use permit, (iii) the Project's ability to demonstrate financing. IREA will sign QF-PPAs with the first projects to achieve these conditions of viability until the available interconnection capacity or energy usage volume of their system has been exhausted. The competing solar projects in Arapahoe and Elbert Counties have the potential to use up the available capacity on the Project's circuit should they meet these conditions first, so time is of the essence with Adams County's review of this Project. Pioneer Solar has committed the resources to be a viable energy provider and is confident in its ability move swiftly through the approval processes to meet the conditions necessary to sign a QF-PPA.

The Project plans to interconnect to the existing IREA 115 kV transmission line that is on the Smialek's property. In April 2017, GCL submitted an interconnection application to IREA for 80 MW<sub>AC</sub> on the Brick Center to Victory 115 kV circuit, and IREA has commenced interconnection studies. The interconnection studies will evaluate the proposed Project's effect on the reliability of IREA's electrical system and the Project's effect on the transmission grid. Additionally, the studies will identify non-binding estimates of cost and construction schedules to interconnect the Project. Following the studies, the Project plans to enter into a Qualifying Facility Large Generator Interconnection Agreement (QF-LGIA) with IREA that incorporates the studies' results and defines the obligations of the parties including regulatory duties in accordance with Federal Energy Regulatory, (FERC), North American Electric Reliability Corporation Commission (NERC), and Western Electricity Coordinating Council (WECC).

### **Project Description**

The Project will consist of over 321,400 photovoltaic solar modules rated at 330 Watt ( $W_{DC}$ ) each. The modules will be configured into strings (series) that will combine and feed the power output into 2.5 MW<sub>AC</sub> inverters. The modules will be mounted on single axis trackers, which will rotate slowly each day to follow the sun at +/- 60 degrees. The maximum height of the solar arrays will be approximately 8 feet to 10 feet above the ground surface, presenting a lower height profile than the Victory substation and the existing high voltage power line. For safety and security purposes, a galvanized and/or coated chain link fence would be installed around the Project at approximately 7 feet in height.

The inverters will be mounted on skids along with smaller transformers that step up the AC output voltage from the inverters from 500 V<sub>AC</sub> to 34.5 kV<sub>AC</sub>. The smaller transformers will then be paralleled into AC collection circuits feeding the Project substation.

Power output from the Project's north site will travel to the south site along a 34.5 kV underground collection line to be built by Pioneer Solar along the eastern side of Penrith Road. A 34.5 kV circuit connecting the north site and south site will be buried for approximately a mile.

GCL has reached an easement agreement with the three landowners who own parcels between the Project's north and south arrays. See Submittal Item 5a. The line will be buried within this easement, which is within and/or parallel to IREA's existing, non-exclusive easement for the existing aboveground 115 kV line.

The Project's full 80 MW<sub>AC</sub> power output from the north and south arrays will be collected in the middle of the southern edge of the south site at a single substation with a transformer that will step up the power before the Project connects to the existing IREA 115 kV line adjacent to the site. This will be the Project's single point of interconnection (POI). In the substation, the lines are controlled with breakers and meet at a transformer that will step up the power. The Project will then interconnect to IREA's 115 kV line at the substation with a breaker configuration specified by IREA through an interconnection agreement that will be controllable by IREA. Required communications infrastructure (WECC and NERC compliant) will be located in the control building.

Foundations for the module racking, inverter, transformers, and other equipment will be determined following geotechnical and structural engineering. It is anticipated that the racking structures will be supported by driven galvanized steel piles, which are embedded into the ground. Additional equipment required for the Project will be constructed on appropriate foundations, such as concrete pads or piles. All Project facilities, including access roads, will be constructed according to industry standards and applicable building codes.

No parking lots will be required for this unmanned facility. No lighting will be used at the facility during normal nighttime operations.

The solar facility and PV equipment will utilize high quality materials and components to ensure long-term, reliable and robust performance. The Company has deployed photovoltaic technology in numerous projects and is well suited to construct this facility.

### **Economic Benefits**

An estimate of the Project's economic benefits was recently completed (see Submittal Item 23) and concludes the following:

- The total direct and indirect benefits of construction activity in Adams County amount to \$8.6 million. These benefits are temporary and would occur during the approximately 10-16 month period when the Project is under construction.
- During the operational phase of the Project, the annual direct fiscal benefit in Adams County is \$406,000 in property tax revenue for all local and special districts serving the Project. Of this, approximately \$150,000 in property tax would go directly to Adams County.
- Pioneer Solar is discussing a contingent corporate sponsor agreement for the Town's proposed water infrastructure. Water and water treatment facilities are the bedrock of Bennett's long-term growth plans and Pioneer Solar intends to strike a balance between benefits to the project and to the Town.

**Conformance with Adams County Conditional Use Permit Criteria**

The following material outlines pertinent criteria from the Adams County Land Use Code 2-02-08-06 to be considered regarding the Project.

**4.1. The conditional use is permitted in the applicable zone district.**

The land that will be utilized for the solar facility is privately owned and is zoned for agricultural use, A-3. A solar energy facility is a Major Energy Facility and defined as a conditional use in the Adams County Zone District Regulations. The Project site is compatible with adjacent land uses, and its location in proximity to an existing IREA transmission line and substation makes it an optimum location for a solar energy facility. The Project will be designed and constructed to be compatible with the surrounding area. Lands outside the Project fence will continue to be dryland farmed where wide enough for tractor implements.

**4.2. The conditional use is consistent with the purposes of these standards and regulations.**

The Project will be designed and constructed in accordance with all applicable zoning requirements and building codes and in compliance with the requirements and conditions of the CUP issued by Adams County. The Project meets the minimum lot size, setback, and height requirements.

**4.3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.**

The Company will ensure that any and all applicable performance standards are met. IREA's transmission line is located directly adjacent to the southeast corner of the north site at Penrith Road and 48<sup>th</sup> Avenue and continues south to the south site and proposed substation location. The existing line eliminates the need for major transmission line construction. The existing transmission line structures have a height of approximately 60 feet. The maximum height of the solar arrays would be approximately 8 feet to 10 feet above the ground surface.

A 7 foot high fence will be installed around the boundary of the Project site for safety purposes. Adjacent landowners have expressed a preference for a fence that is "see-through," rather than an opaque fence that obstructs their views. Therefore, a chain link fence is proposed to meet the neighbors' preferences, the need for site security, and for public safety around the electrical equipment.

Adams County mapping (<https://gisapp.adcogov.org/Html5Viewer/index.html?viewer=FEMA>) indicates that the Project site is not in a flood hazard area. Therefore, a floodplain use permit is not required. In addition, the Project site is not in a MS4 Permit area. Erosion and sediment control will be accomplished through the application of Best Management Practices (BMPs).

The Project does not involve more than 3,000 square feet of impervious surface. Therefore, a drainage analysis and report has not been completed, in accordance with guidance from Adams County.

**4.4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.**

The conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation. Once operating, the facility will be largely unmanned.

The project site is located within an area designated for agricultural use in the Adams County Comprehensive Plan. For the anticipated 35-year life of the solar project, agricultural uses would be precluded from the 335 acre site. However, at some point in the future, the limited amount of development required for the Project can be easily removed and the site returned to agricultural uses.

In addition, the solar facility is consistent with direction established by the Adams County Comprehensive Plan, which states under Policy 8.2: Encourage Sustainable Development Practices that the county should "Ensure that new development provides for access to solar, wind and other alternative energy sources."

Existing oil and gas tanks and pads would remain undisturbed outside of the Project fence.

In addition, the solar facility will be compatible with other land uses in the district and may even act as an attractant to developers and users interested in being part of a district where tangible efforts are being made to transition to sustainable energy. This is consistent with the direction established by the Adams County Comprehensive Plan, which states under Policy 8.2: Encourage Sustainable Development Practices that the county should "Ensure that new development provides for access to solar, wind and other alternative energy sources."

The Project is also consistent with the Town of Bennett's 2015 Comprehensive Plan. The Project is inside of Bennett's "Area of Planning Interest" that identifies "Rural Preservation" as an objective. At the end of the 35-year lease, Pioneer Solar is obligated to restore the property to its original agricultural use, consequently preserving the rural land use.

The photovoltaic modules are specifically designed to absorb light (thus generating electricity), rather than reflecting light. Thus, this facility is not expected to pose issues related to glare. The Project will be built on the existing ground surface, and grading on the site will be kept to a minimum, thus avoiding dust issues. A native low growth seed mix will be utilized to revegetate

any areas disturbed during construction, including areas under the solar arrays. This will further mitigate potential dust generation concerns during the operational phase of the Project.

There will be no lighting during nighttime hours, and there will be no lighting on the perimeter of the facility or to illuminate the arrays. Certain areas, such as the operations and maintenance (O&M) storage shed and the driveway access points, will have lighting capabilities in the event that emergency nighttime maintenance is required. Under normal conditions, there will be no lighting at the facility during nighttime hours.

Six residences are located within ¼ mile of the project site boundary. These residences are located northeast and south of the property boundary along E. 56th Avenue and 48<sup>th</sup> Avenue. The closest residence to the project site is located within approximately 500 feet of the project boundary. Three additional residences are located within ½ mile of the project boundary. Those residences located near the project boundary are either located within a complex of agricultural uses, e.g. barns and other out buildings, or are situated on large lots (10 acres +).

A series of photographs were taken to represent the view from residences located along E. 56<sup>th</sup> and E. 48<sup>th</sup> Avenues. (See Submittal Item 21). The photos depict the existing Victory Solar facility immediately north of Bennett and were taken from a distances and directions representative of viewing conditions from the residences nearest the Project (see distances on each photo page). As shown in the representative photographs, the Project would be visible in views from residences along E. 56th, but the solar panels do not dominate the view and become background visual elements in views from residences located further east and south along the road.

#### **4.5. The conditional use permit has addressed all off-site impacts.**

The Project is not expected to produce significant off-site impacts. During normal operations, the Project will not produce any pollution, glare, noise, emissions, or heavy traffic. Off-site impacts during the construction phase of the Project will be primarily due to construction traffic, which would last approximately 10-16 months depending on the final procurement and construction plan. During peak construction periods, between 150 to 200 people will be on site. The Project will require the construction contractor to route construction traffic in a manner that will minimize neighborhood disturbance. Dust control measures will be implemented, including the use of water trucks that will spray the site and county roads on a daily or as needed basis.

A traffic impact study is not required for this Project, as the facility will not generate more than 20 vehicles per day throughout operations. This was affirmed at the Conceptual Review Meeting.



After construction is completed and the solar facility is operating, its performance will be monitored through sophisticated data acquisition equipment that tracks production and allows remote system monitoring. The Project will require only periodic maintenance visits with a normal passenger vehicle. The long term operation and maintenance of the facility will be conducted in a clean and safe manner. Water, sewer, septic, and other utility services are not required for this facility, as it will be unoccupied on a day-to-day basis once fully operational. Operation of the facility would generate approximately 1 vehicle visit per week with minimal (0-4) staff for maintenance purposes. Once operating, the solar energy production will be virtually silent, and it will produce no emissions, smoke, fumes, or odors.

The Project is located approximately 3 miles east of the Front Range Airport. A Determination of No Hazard to air navigation has been requested from the Federal Aviation Administration (FAA) for the Project and approved. See Submittal Item 22a.

**4.6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.**

Environmental studies and surveys have been completed for the Project site. A site investigation was conducted to identify the occurrence of wetlands on the site. No potentially jurisdictional wetlands or other waters of the U.S. were observed within the project site. The results of the wetlands investigations are documented in Submittal Item 26 on the flash drive.

A survey of biological resources literature and mapping was performed, which resulted in a determination that no sensitive or special status species or important wildlife habitat was present on the site. No raptor nests were observed on the site. Two possible raptor nests were observed to the east of the site. One was located at a residence located 380 feet to the east, and a second in a random tree within a field 570 feet to the east as shown on Site Plan Sheet E-102 (Submittal Item 5). Neither raptor nest will be directly affected by the Project. A review of Adams County Development Standards and Regulations, dated December 16, 2014, did not identify any Adams County specific constraints related to raptors or raptor nests. GCL will monitor to determine if any nests are active prior to initiating construction activities and will consult with Colorado Parks & Wildlife to determine the need for mitigation.

No sensitive or special status species were observed during site surveys, and available mapping does not indicate the potential for any sensitive or special status species occurring. No active prairie dog colonies were observed nearby or on the site. Therefore, due to the lack of any significant wildlife habitat on site, development and use of the site for solar energy production would not be expected to result in unavoidable conflicts with sensitive or important wildlife

species or their habitats. The results of the biological survey are documented in Submittal Item 27 on the flash drive.

Logan Simpson, in its capacity as a consultant for GCL, conducted a records search for cultural resources through the Colorado Historical Society/Office of Archaeology and Historical Preservation (OAHP) Compass online database on March 3, 2017. There are no National Register of Historic Places listed properties located within the Project site. Historic General Land Office (GLO) records and historic United States Geological Survey (USGS) topographic maps also were reviewed to identify historic features documented within the Project area. . The records search revealed that one previously recorded site exists within the project area. This site is the Box Elder-Living Springs Road, a linear resource that crosses the northern portion of the project site from the northeast to southwest. The road was assessed as Field – Not Eligible when recorded in 1982, and heavy disturbance was noted. Additional information on the records search is provided in Submittal Item 28 on a flash drive.

A Phase I Environmental Site Assessment was conducted for the Project site. The Phase I assessment revealed no evidence of recognized or historical environmental conditions in connection with the property. An executive summary of the Phase 1 report is available as Submittal Item 22. A complete copy of the report, including appendices, was submitted to Adams County on a flash drive as Submittal Item 29 and is available for review upon request.

The Project is not located in Important Farmlands, and there are no other resources mapped in the vicinity of the site.

**4.7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.**

A preliminary site plan for the Project is attached to this submittal package. As shown in the site plan and as previously described, the Project will not require any formal parking areas, and no lighting will be used at the facility during normal nighttime operations. GCL specifically designs solar facilities to maximize the available flat land located on a Project site, including the provision of unpaved, internal roads that provide access for operations and maintenance. A galvanized and or coated chain link fence would be installed around the Project at approximately 7 feet in height.

In order to minimize dust generation and weeds, the site will be revegetated following construction using a native seed mix. No additional landscape treatment is proposed. This would be in keeping with the existing character of the area. In addition, the strip of land south of E 38<sup>th</sup> Avenue will continue to be cultivated, which will maintain some of the existing character of the site.

**4.8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designated and proposed.**

The normally unmanned solar facility will not require an onsite water supply. Potable water will be brought to the site for all individuals onsite during the construction and operations phase of the Project. Any additional water needed during the construction phase of the Project will be supplied from an offsite source. The Company is exploring options for delivery of water to the site for dust mitigation during construction. It is expected that natural rain and snow will provide for much of the solar panel washing during the operational phase of the Project. If additional solar panel washing by maintenance personnel is needed to ensure optimal power generation, water would be obtained through a commercial vendor that would deliver water to the site by truck. However, if an alternate water supply, e.g. purchase of a water tap, prove to more economical or efficient, these sources will be considered. The Project is not dependent on alternate sources and can proceed with water provided through commercial sources.

No permanent sanitary facilities or septic system will be required for the Project. Portable sanitary facilities will be provided for the construction of the Project.

The Project will be built mostly on the existing ground surface and site grading will be minimized as much as possible, thus reducing the potential for dust generation. The site grading will also be designed to preserve the pre-development drainage pattern as much as possible. Given the fact that no significant changes to the drainage pattern are anticipated and no paved (impervious) access roads are proposed, the Project is expected to result in only a nominal change to storm water runoff. Nonetheless, the Project will submit storm water drainage plans with the building permit application.

Vegetation on the site will be restored to low growing, native grasses and a 10 foot area free of brush will be maintained around the arrays. A vegetation management plan that demonstrates how the Project will be maintained in a condition that complies with applicable fire regulations adopted by the Bennett Fire Protection District is included as Submittal Item 22. In addition:

- All access for the site will conform to the fire apparatus design criteria outlined in the 2012 International Fire Code (IFC) including Submittal Item D. This will be important in designing the access points etc. Minimum Class 6 road base 6" depth at 80% compaction. 20' to 26' road widths depending on length.
- All gates and access will require fire department KNOX key hardware. This can be ordered through the fire district office.
- Other simple requirements include proper facility address signage, etc.

The Project will adhere to all applicable setback requirements and will meet or exceed all setback footages. ROW dedication surveys have been completed per guidance from the

Conceptual Review Meeting. These dedications reflect comments received from Adams County regarding necessary right-of-way dedications, and can be provided upon request. Adams County Standards are summarized below:

- Penrith Road and E 56th Avenue are section line arterials. As per Adams County Standards, structures in A-3 zoning must be 120' away from middle of section line arterial Roads. As shown in Submittal Item 5 (Site Plan), Project facilities meet or exceed these setback requirements.
- As per Transportation Plan 2012, Penrith Road is a rural collector, which requires a 1/2 street ROW width of 40ft. Dedication will be required along the east property line to meet the 1/2 street width of 40'.
- As per Transportation Plan 2012, E 56th Ave is a Rural Arterial and will require a dedication to meet 1/2 street width 60' along the north property line.
- A strip of land 40' in width along the north property line will be dedicated for Right-of-way for E. 56th Avenue. A strip of land 40' in width along the east property line will be dedicated for Right-of-way for Penrith Road.

One access point is proposed off of East 48<sup>th</sup> Avenue. Access points will be in compliance with street standards and driveway separation.

# Exhibit 3.2 Site Plan

OVERALL SYSTEM DESCRIPTION	
MODULE TYPE	(8) 31,776 GCL,330W,GCL-P6/72H30330W
SYSTEM SIZE (DC)	109,486.08 KWDC
SYSTEM SIZE (AC)	80,000 KWAC
TRACKER TYPE	NEXTRACKER SELF POWERED SINGLE AXIS TRACKER----
INVERTER	(8) 2 TMEIC PVH-L2500GR 2500KW
TRANSFORMER	(8) 2500 KVA
PROJECT AREA (FENCED)	N. PARCELS (281) ACRES, S. PARCEL (330) ACRES
GCR	33%
NORTH ARRAY DESCRIPTION	
MODULE TYPE	(1) 55,520 GCL,330W,GCL-P6/72H30330W
SYSTEM SIZE (DC)	51,321.6 KWDC
SYSTEM SIZE (AC)	37,500 KWAC
TRACKER TYPE	NEXTRACKER SELF POWERED SINGLE AXIS TRACKER----
INVERTER	(1) 5 TMEIC PVH-L2500GR 2500KW
TRANSFORMER	(1) 5 2500 KVA

- SHEET NOTES:**
1. TRACKER, MODULE & MANUFACTURER/ MC BE REPLACED BY BC APPROVED EQUIVAL
  2. ACCESS TO SITE & S FIRE AHJ REQUIRED CRITERIA
  3. SITE SIGNAGE TO CO DESIGN CRITERIA & /
  4. **THIS DRAW CONSTRU**



19.48' [5.94m]

16.00' [4.88m]  
ROAD WIDTH

EXISTING WELL INFRASTRUCTURE

PV ARRAY ACCESS ROAD

8.00' [2.44m]  
ROW SPACING

LAYDOWN AREA (4) ACRES

PROJECT ACCESS

EXISTING TANK INFRASTRUCTURE

E 48TH AVE

PENRITH ROAD (CR 32)

NAD83-CO-NORTH

RAPTOR NEST

2.5MWAC, 3.42144MWDC INVERTER BLOCK (TYP.)

SC-01B

PROJECT FENCE

INVERTER AND TRANSFORMER ON PAD (TYP.)

RAPTOR NEST

PROJECT 34.5KV AC COLLECTION

EXISTING GAS PIPELINE INFRASTRUCTURE

OVHD OVHD OVHD OVHD OV

EXISTING 115KV OVERHEAD LINE

PROJECT 34.5KV AC COLLECTION. MAJORITY BURIED UNDERGROUND LINE. RISER POLES/CROSSINGS TBD.

TO SOUTH ARRAY

# Neighborhood Meeting Summary

## May 1, 2017

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### Time and Location

The neighborhood meeting was held at the Bennett Community Center and took place from 5:00-7:00pm on Monday May 1<sup>st</sup>, 2017.

### Summary

The purpose of the neighborhood meeting was to present information about the proposed solar project to residents of the Town of Bennett and Adams County and gather comments/feedback. Approximately 15 people attended the meeting. Property owners within 1,000 feet of the proposed solar sites were notified via mailed letters. The meeting was also mentioned in the I-70 Scout local newspaper on April 25<sup>th</sup>, 2017. The Town Manager, Mayor and Superintendent of the School District were invited to attend.

Comment forms were provided for meeting participants to fill out and submit. Provided on the comment form was also the email of Doug Carter in case a participant wished to email their comments rather than submit them at the meeting. Seven 30x40 boards were exhibited at the meeting which provided information relating to the site design, project characteristics, project timeline and GCL New Energy Inc.

### Feedback

The main issues that were voiced in the meeting included:

- Set-backs from residential properties
- Fencing materials used to screen the site
- Road improvements
- Property values
- Views and aesthetics

These concerns have been addressed through site design alterations. The new proposed site design includes larger setbacks from the residential properties and the relocation of the switchyard farther away from residential properties.

The only written feedback and contact information that was provided by a meeting participant was: Wade Thornburg, [jw.thornburg@comcast.net](mailto:jw.thornburg@comcast.net).

### Photos:

Photos were taken during the meeting to document attendance and board layout.





# Pioneer Solar Project

Neighborhood Meeting  
May 1, 2017



## **PURPOSE:**

The purpose of a neighborhood meeting is to present the development concept to citizens and for the citizens to identify, list and discuss the issues related to the development proposal.

## **How to participate:**

1. Learn about the project and ask questions.
2. Provide input using the comment forms.
3. Learn more about the Adams County Review process and future public hearings.



# Project Information

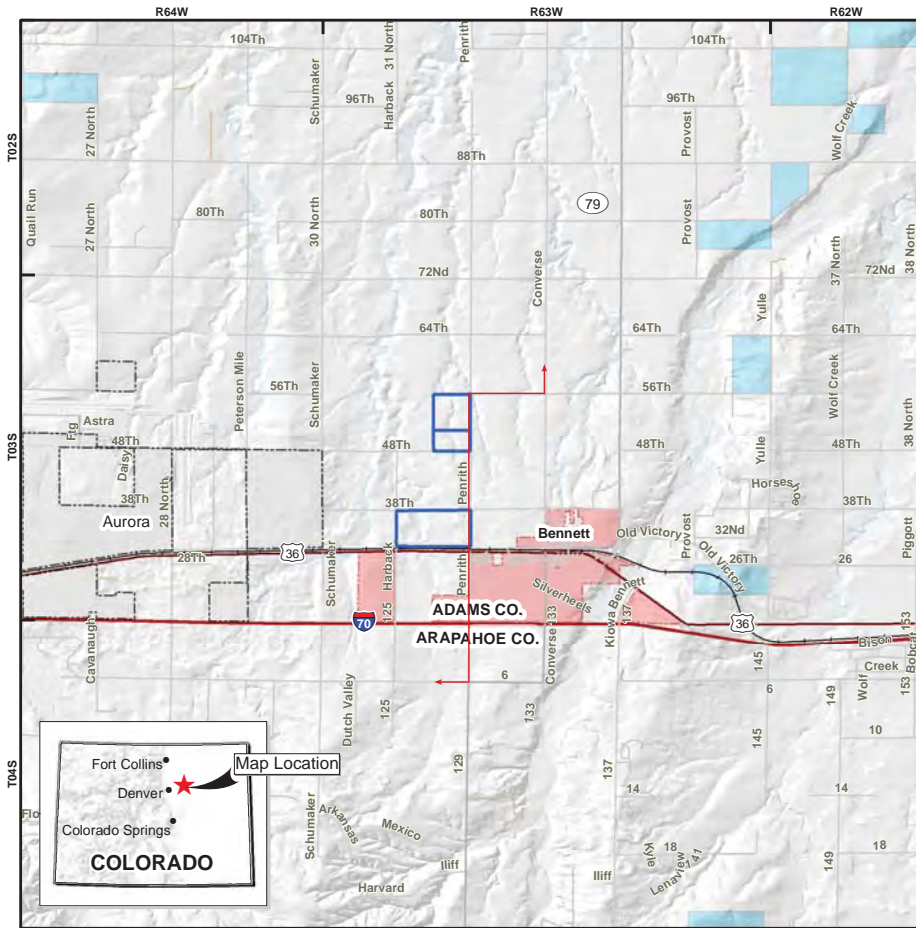
**Company:** GCL New Energy Inc. ("GCL")

**Project Type:** 80 Megawatt Photovoltaic Solar Facility

**Current Land Owners:** Doug and Dareth Smialek

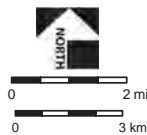
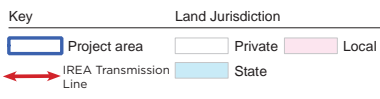
**Location:** Northwest of Bennett in Adams County. The three parcels are adjacent to the Intermountain Rural Electric Association (IREA) 115 kV transmission line, near the existing Victory Solar project.

**Project Size:** Approximately 635 acres of land currently zoned as Agriculture-3.



**Project Location**

Source: Land Jurisdiction provided by Colorado State University COMaP (2014); NAD 1983, UTM Zone 13





# Project Overview

## Estimated Property Taxes

District	Bennett School District 29J	Fire District 7	Rangeview Library District	Lost Creek Ground Water	Adams County	Total
<b>Mill Levy</b>	32.5940	9.0630	3.6590	0.8620	27.0550	73.2330
<b>Year 1</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 2</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 3</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 4</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 5</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 6</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 7</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 8</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 9</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 10</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 11</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 12</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 13</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 14</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 15</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 16</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 17</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 18</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 19</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 20</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911

Over the life of the project, Pioneer Solar will contribute over \$8 million dollars in taxes to the Bennett School District, Fire District and others.



Existing IREA substation and transmission line.



Similar solar panels at nearby Victory Solar Project. The maximum height of the panels is approximately 8 feet.

# Key Project Characteristics



- Construction phase is planned to extend over a 1 year period.

- Construction traffic will be routed to minimize neighborhood disturbance and dust control measures will be implemented.

- Minimal (2-4) on-site staff may be present once project is operational.



- Light traffic once operational - approximately 1 vehicle per day.

- Once operating, the solar energy production will be quiet and not produce any emissions, smoke, fumes, or odors.

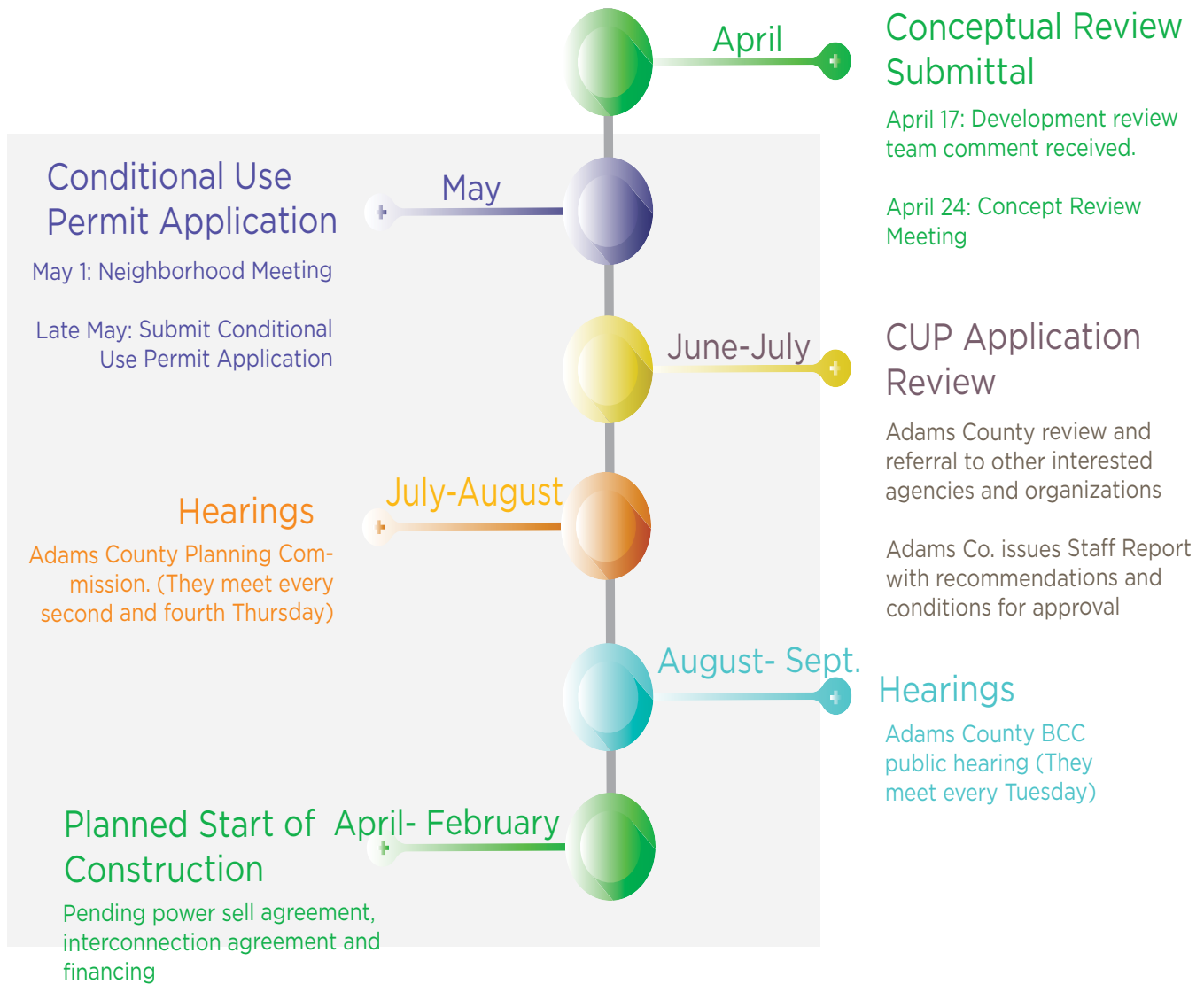
- A low growth, native seed mix will be utilized to re-vegetate the site and mitigate dust generation during the operational phase.



- Under normal conditions, there will be no night-time lighting at the facility.

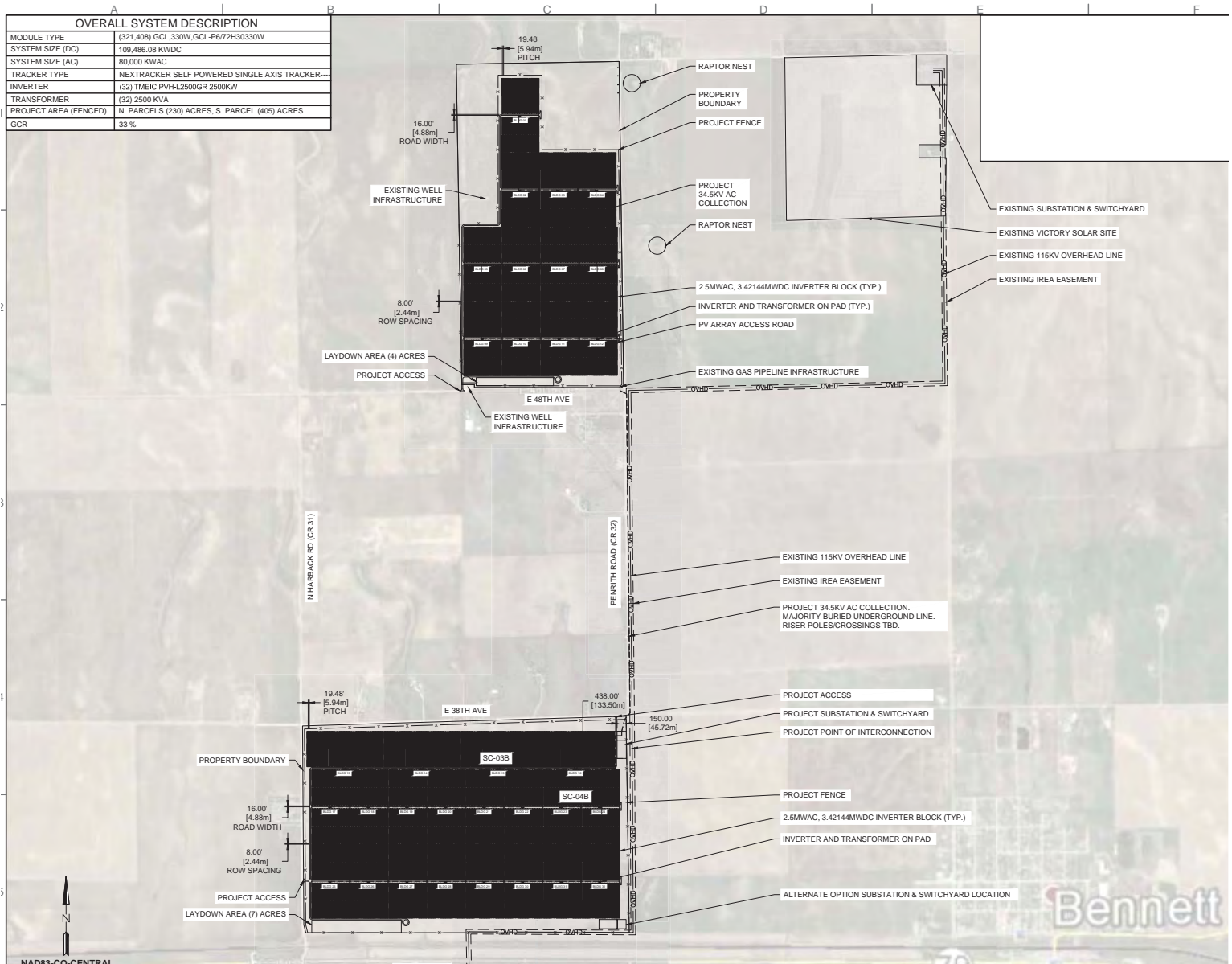
- A 7' high fence will be installed around the boundary of the Project site for safety purposes.

# Project Milestones





# Preliminary Site Plan



# GCL New Energy, Inc.

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GCL New Energy's motto "Bringing Green Power to Life" demonstrates our commitment to creating a cleaner environment for future generations by investing in clean, renewable energy projects. We strive to be considerate, active members of the local communities where we operate because we believe that to have good neighbors, we must be good neighbors. Solar power is one of the fastest growing sources of employment today and one of the major industries of the future, and we welcome opportunities to listen to our neighbors' ideas. We look forward to joining your community!

GCL New Energy, Inc. is a leading utility scale solar project developer and independent power producer based in San Ramon, California. We have developed over 800 megawatts (MW) of solar projects, and have 133 MW of projects under construction in North Carolina and Oregon. Our parent company GCL New Energy Holdings Limited (stock number 0451.HK) has installed over 4 gigawatts (GW) of solar projects around the world, employs over 20,000 people, and reported more than \$32.5 billion of revenue in 2016.



Community & Economic  
Development Department  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000  
Brighton, CO 80601-8204  
PHONE 720.523.6800  
FAX 720.523.6998

## **Development Review Team Comments**

**Date:** 7/5/2017

**Project Number:** RCU2017-00025

**Project Name:** Pioneer Solar Project-North Site

### **Note to Applicant:**

The following review comments and information from the Development Review Team is based on submitted documents only. For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

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**Commenting Division:** Building Review

**Name of Reviewer:** Justin Blair

**Date:** 05/31/2017

**Email:** [iblair@adcogov.org](mailto:iblair@adcogov.org)

**No Comment**

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**Commenting Division:** Engineering Review

**Name of Reviewer:** Greg Labrie

**Date:** 06/20/2017

**Email:** glabrie@adcogov.org

**Complete**

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0715H), Federal Emergency Management Agency, January 20, 2016. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

ENG2: The project site is not located in a NRCO district. An environmental assessment is not required.

ENG3; The project site is NOT within the County's MS4 Stormwater Permit area. The use of erosion and sediment control BMPs are expected. The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements.

ENG4: The applicant's proposed scope of work shows the new addition of impervious surface is less than 3,000 square feet. A drainage study and analysis is not required. A grading and drainage plan will be required for any propose change in grade or improvements to the site.

ENG5; 38th Avenue, 48th Avenue and Penrith Road are classified as section line arterial roads. Only one access from the property parcels will be allowed onto arterial roads per Chapter 8 of the Adams County Development Review Manual and Regulations.

ENG6: A traffic impact study will not be required.

ENG7; Two copies of the construction design package for the site improvements must be sent to the Adams County One Stop Permit Center for review and approval from Development Engineering and for the issuance of any construction permits. The costs for the design review process can be found on the Adams County Website at the One Stop Permit Center page.

---

**Commenting Division:** Environmental Analyst Review

**Name of Reviewer:** Jen Rutter

**Date:** 05/31/2017

**Email:** jrutter@adcogov.org

**Complete**

Ensure that the access roads to the existing oil and gas well and tank battery are not impeded by this development. Contact the operator, HRM Resources II, to coordinate.

---

**Commenting Division:** Parks Review

**Name of Reviewer:** Aaron Clark

**Date:** 05/26/2017

**Email:** aclark@adcogov.org

**No Comment**

---

**Commenting Division:** Planner Review

**Name of Reviewer:** Chris LaRue

**Date:** 07/05/2017

**Email:** clarue@adcogov.org

**Resubmittal Required**

PLN1. Request is for a conditional use permit (CUP) for a Solar Facility in the A-3 zone district. The site would produce 37.5 MW.

PLN2. Per Section 3-07-01 a CUP is required for a solar power facility.

PLN3. Per Section 2-02-08, the Board of County Commissioners (BOCC) will decide whether to approve/deny a CUP. Also, Per Section 2-02-08-05 the application will require two public hearings before both the Planning Commission and the BOCC.

PLN4. The properties are located in the A-3 zone district. Per Section 3-10-01 the purpose of the Agricultural-3 District is to provide land primarily in holdings of at least 35 acres for dryland or irrigated farming, pasturage, or other related food production uses.

PLN5. Parcels 0181517100002 & 0181517400001 are located within the Agriculture future land use. The areas that have been identified as agricultural are those that are not expected to develop, except for limited areas of very low density residential at densities of 1 dwelling per 35 acres, for the foreseeable future. These areas are typically characterized by a lack of urban services.

PLN6. Other structures or equipment necessary to convert / transmit the solar energy into the power grid would need to be included within the CUP application.

PLN7. Several concerns include:

- a. The application indicates power output from the north site will travel south along a 34.5 kV underground collection to be built along Penrith Road. These parcels were not included in the overall application and a new notice may be required. Can you provide more information on the location of this line? Is also indicated there could be possible above ground poles. These parcels were not included in the overall application and a new notice may be required. Can you provide more information on the location of this infrastructure?
- b. Reference is made to a substation that will be required on the southern site.

---

**Commenting Division:** ROW Review

**Name of Reviewer:** Marissa Hillje

**Date:** 06/14/2017

**Email:** mhillje@adcogov.org

**Resubmittal Required**

ROW1) Right-of-way Dedication: E 56th Ave. is classified as a Rural Regional Arterial per the 2012 Adams County Master Transportation Plan. Currently the road has not been built out to the parcel but Adams County Public Works Department has future road way improvements and eventually would like to build E 56th Ave out to go all the way through. As such it should have a half right-of-way width of 70 feet. Since the existing half right-of-way width is 0 feet, this would require a dedication of 70 feet. The services of a licensed Professional Land Surveyor should be secured to create the legal description and exhibit of the dedication.

ROW2) Right-of-way Dedication: Penrith Road is classified as a Rural Collector Road per the 2012 Adams County Master Transportation Plan. Since the existing half right-of-way width 30 feet, this would require a dedication of an additional 10 feet. The services of a licensed Professional Land Surveyor should be secured to create the legal description and exhibit of the dedication.

ROW3) Right-of-way Dedication: E 48th Ave is classified as a Rural Collector Road per the 2012 Adams County Master Transportation Plan. Since the existing half right-of-way width 30 feet, this would require a dedication of an additional 10 feet. The services of a licensed Professional Land Surveyor should be secured to create the legal description and exhibit of the dedication.

ROW4) Title Commitment: A title commitment should be secured to determine the location of any existing easements especially in area to be covered by solar energy hardware. The title commitment should be sent to the County. Both Designer and County should study it to determine if the proposed site encroaches on any existing easement. If so then the location of the solar panels on the property may need some adjustment.

ROW5) Section line setbacks: Penrith Rd, E 56th Ave & E 48th Ave, are section lines, as per Adams County Standards, structures in A-3 zoning must be 120' away from section line. Please show this on the site plan.



**From:** [Kuster - CDPHE, Kent](#)  
**To:** [Chris LaRue](#)  
**Subject:** RCU2017-00025 and RCU2017-00026  
**Date:** Friday, June 16, 2017 7:46:20 AM

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June 16, 2017

Christopher C. LaRue, Senior Planner  
Community and Economic Development Department  
4430 South Adams County Parkway, Suite W2000  
Brighton, CO 80601-8204

Re: Cases No. RCU2017-00025 and RCU2017-00026

Dear Mr. LaRue,

The Colorado Department of Public Health and Environment has the following comment for Cases No. RCU2017-00025 and RCU2017-00026 involving conditional use permits to allow a new 42.5 megawatt solar facility at the north site and south site. In Colorado, land development construction activities (earth moving) that are greater than **25 acres** or more than **six months in duration** require an Air Pollutant Emissions Notice (APEN) from the Division and may be required to obtain an air permit depending on estimated emissions. In addition, a start-up notice must be submitted thirty days prior to beginning a land development project.

Please refer to the website <https://www.colorado.gov/pacific/cdphe/air-permits> for information on land use APENs and permits forms. Click on Construction Permit and APEN forms, and then click on the "Specialty APENs" to access the land development specific APEN form

Please contact Kent Kuster at [303-692-3662](tel:303-692-3662) with any questions.

Sincerely,

Kent Kuster

Environmental Specialist

Colorado Department of Public Health and Environment

--

[Kent Kuster](#)

Environmental Protection Specialist



# COLORADO

## Parks and Wildlife

Department of Natural Resources

Northeast Region  
6060 Broadway  
Denver, CO 80216  
P 303 291-7227 | F 303 291-7114

June 22, 2017

Chris LaRue  
Department of Community and Economic Development  
4430 South Adams County Parkway, Suite W2000A  
Brighton, CO 80601-8216

RE: RCU2017-00025 Pioneer Solar Project North Site

Mr. LaRue

Thank you for the opportunity to comment on the above mentioned project which will occur on about 281 acres at 56<sup>th</sup> and Penrith road in Bennett, CO.

District Wildlife Manager Joe Padia visited the site on June 22, 2017. The project area is currently in agriculture and is east of the existing Victory Solar project. Colorado Parks and Wildlife (CPW) would expect to find a variety of small ground-dwelling mammals, ground-nesting birds, red fox, coyotes, deer, pronghorn, and passerine birds at the proposed site.

The site is currently in agriculture. In general, agriculture provides minimal habitat for wildlife and CPW does not anticipate impacts to critical habitat or threatened or endangered species. The main impacts of this project will be disturbance and overall fragmentation of wildlife habitat typical with development.

If you have any further questions, please contact District Wildlife Manager Joe Padia at (303)947-1798 or [joe.padia@state.co.us](mailto:joe.padia@state.co.us).

Sincerely,

Liza Hunholz  
Area Wildlife Manager

Cc: M. Leslie, T.Kroening, J. Padia



**From:** [Marsha.Hofer@faa.gov](mailto:Marsha.Hofer@faa.gov)  
**To:** [Chris LaRue](#)  
**Subject:** FW: RCU2017-00025 Pioneer Solar Project North Site request for comments  
**Date:** Thursday, June 08, 2017 2:51:52 PM  
**Attachments:** [image003.emz](#)  
[RCU2017-00025 Pioneer Solar Project-North site request for comments - referral agencies.pdf](#)

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The Federal Aviation Administration (FAA) reviews planning and construction proposals through the submittal of FAA Form 7460-1, Notice of Proposed Construction or Alteration. If any portion of the proposal is located within 20,000 feet of a public use runway (and breaks a 100:1 plane coming off the nearest point of the nearest runway); or, is more than 200 feet above ground level at any location, the FAA requires the project's proponent to file a Form 7460-1. If the proposal does not meet any of the criteria above, it may still be necessary to file a Form 7460-1 if the structure requires an FCC license or there is a potential for navigational equipment interference. The FAA uses information provided on this form to conduct an aeronautical review to determine if the proposal will pose an aeronautical hazard and to minimize the adverse effects to aviation. FAA Form 7460-1 can be filed electronically at [oeaaa.faa.gov](http://oeaaa.faa.gov). Please use the notice criteria tool on this website to determine whether or not the proponent is required to file.

Marsha Hofer  
 Program Specialist  
 Denver Airports District Office

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**From:** Chris LaRue [mailto:[CLaRue@adcogov.org](mailto:CLaRue@adcogov.org)]  
**Sent:** Wednesday, June 07, 2017 3:29 PM  
**To:** Chris LaRue  
**Subject:** RCU2017-00025 Pioneer Solar Project North Site request for comments

The Adams County Planning Commission & Board of County Commissioners are requesting comments on the following request:

**Request for a Conditional use permit to allow a new 42.5 megawatt solar facility.**

This request is located at: Southwest corner of East 56<sup>th</sup> Avenue and Penrith Road

The Assessor's Parcel Number are: 0181517100002 & 0181517400001

Applicant Information: GCL New Energy Inc. Marina  
 12667 ALCOSTA BLVD  
 SUITE 400  
 SAN RAMON, CA 94583

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by **06/30/2017** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [CLaRue@adcogov.org](mailto:CLaRue@adcogov.org). Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.



Brooks Kaufman  
Lands and Rights of Way Director

June 20, 2017

Chris LaRue  
Adams County  
Department of Planning and Development  
4430 South Adams County Parkway  
Suite W2000A  
Brighton, Colorado 80601-8216

Re: PIONEER SOLAR PROJECT – NORTH SITE  
Case No.: RCU2017-00025

Dear Mr. LaRue:

The Association has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, and service requirements. We are advising you of the following concerns and comments:

The Association has existing overhead electric facilities on the subject property. The Association will maintain these existing utility easements and facilities unless otherwise requested by the applicant to modify them under the Association's current extension policies.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brooks Kaufman", is written over a light blue horizontal line.

Brooks Kaufman  
Lands and Rights-of-Way Director



**Right of Way & Permits**  
1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3284  
donna.l.george@xcelenergy.com

June 27, 2017

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Chris LaRue

**Re: Pioneer Solar Project-North Site, Case # RCU2017-00025**

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the conditional use plan for **Pioneer Solar Project-North Site** and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George  
Contract Right of Way Referral Processor  
Public Service Company of Colorado





June 30, 2017

Chris La Rue  
Adams County  
Community and Economic Development Department  
4430 South Adams County Parkway W2000A  
Brighton, CO 80601

RE: Pioneer Solar Project North Site, RCU2017-00025  
TCHD Case No. 4439

Dear Mr. LaRue:

Thank you for the opportunity to review and comment on the Conditional Use Permit for a solar facility located on the Southwest Corner of East 56<sup>th</sup> Avenue and Pernith Road. Tri-County Health Department (TCHD) staff reviewed the application for compliance with applicable environmental and public health regulations and has the following comments.

### **Renewable Energy**

TCHD commends the applicant for including renewable energy generation in the land use matrix. Alternative energy supplies generally do not contribute to air and water pollution and can have a positive impact on the environment

### **Wastewater for Construction Sites**

Sewage has the potential to carry illness-causing organisms and must be handled properly to avoid spreading disease. The application does not specify how wastewater services will be provided during the construction for onsite employees. We anticipate that portable toilets will be necessary during construction. TCHD has no objection to the use of portable toilets, provided the units are properly cleaned and maintained. TCHD recommends that the applicant address these, in terms of numbers, locations, and vendor and provide a portable hand sink near the restrooms.

### **Solid Waste**

Rodents, such as mice and rats, carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, or saliva, or through rodent bites. The applicant indicates in the application that the applicant and subcontractors will maintain the site in a clean and safe condition and will remove waste materials, rubbish and debris. As rodents are attracted to trash, TCHD strongly recommends that all trash dumpsters on site during construction are equipped with a closeable lid and with regular collection and disposal at an approved landfill.



Pioneer Solar Project North Site  
TCHD Case No. 4439  
June 30, 2017  
Page 2 of 2

Please feel free to contact me at 720-200-1580 for any questions.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'V' shape with a horizontal line extending to the right.

Vanessa Fiene

Environmental Health Specialist IV

CC: Sheila Lynch, Monte Deatrich, TCHD



Re: Pioneer Solar (CO) project

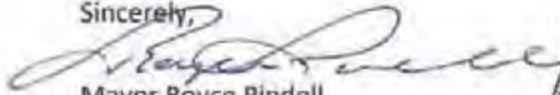
Dear Commissioner Hodge

On behalf of Bennett's Town Board of Trustees ("Bennett"), we ask that you support and vote in favor of the proposed Pioneer Solar (CO) project ("Pioneer Solar"). The Town of Bennett supports Pioneer Solar for the following reasons:

- **Pioneer Solar is consistent with Bennett's 2015 Comprehensive Plan** – Pioneer Solar is inside of Bennett's "Area of Planning Interest" that identifies "Rural Preservation" as an objective. Pioneer Solar leases about 700 acres of agricultural property from fifth generation farmers Doug and Dareth Smialek. At the end of the 35-year lease, Pioneer Solar is obligated to restore the property to its original agricultural use, consequently preserving the rural land use. Further, the supplemental solar lease income provides the Smialek's the opportunity to continue farming and raising cattle on another 900 acres they own within Bennett's "Area of Planning Interest". Instead of dryland farming wheat, a portion of their property would be farming the sun's energy while preserving a rural lifestyle for future generations.
- **Pioneer Solar provides The Town of Bennett and the region meaningful economic benefits** – Pioneer Solar's leasehold tax base is in the range of \$115-130 million dollars. Pioneer Solar will generate about \$400,000 of annual property tax revenue with nearly half (45%) going to our schools without creating any burden on our school. Further, another \$75,000 goes to our fire, library, and water districts with the balance providing a windfall to Adam's county. Next, instead of challenging annexation for the Smialek's, Pioneer Solar is discussing a contingent corporate sponsor agreement for the Town's proposed waste water infrastructure. Water and waste water treatment facilities are the bedrock of Bennett's long-term growth plans and Pioneer Solar intends to strike a balance between benefits to the project and to the Town. Lastly, Pioneer Solar will provide construction and operations jobs as well as sales taxes along with their multiplier effect on the regional economy.
- **Pioneer Solar is committed to a joint high tech education program with the Town of Bennett** – Solar energy is one of the fastest growing and evolving industries in the world. The solar industry is the source of meaningful careers for many Americans. The solar module and the associated equipment that converts direct current electricity to alternating current electricity is highly technical and quite fascinating. Pioneer Solar is dedicated to working with our schools STEM team to teach our youth about the industry through a joint committee that draws upon Pioneer Solar's real world knowledge. Additionally, Pioneer Solar has committed to providing real time virtual solar kiosks via an internet link so our students and library can learn in real time.
- **Pioneer Solar provides competitive, clean and sustainable energy to our communities** – Pioneer Solar estimates that the solar facility will provide enough electricity to supply about 25,000 households annually. Pioneer Solar can provide IREA with the cheapest source of power available today without any future risk of environmental costs. Competitive clean energy is good for Bennett and good for the region.

The Town of Bennett believes that Pioneer Solar will serve not only the Town's interests but will benefit Adams County and our larger community. We hope you will assure these benefits for our community by voting in favor of the Project.

Sincerely,



Mayor Royce Pindell

Town of Bennet Board of Trustees



**From:** [Dave Ruppel](#)  
**To:** [Chris LaRue](#)  
**Subject:** RE: RCU2017-00025 Pioneer Solar Project North Site request for comments  
**Date:** Friday, July 21, 2017 3:30:09 PM  
**Attachments:** [image002.png](#)

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Chris,

I do not see any problems with this project in relation to Front Range Airport. They will need to complete the FAA's 7460 process and, since they are under the approach path for our runway, they may need to mitigate any problems related to reflectivity and its potential impact on aircraft. Those issues will be identified through the 7460 process and should be easily mitigated. Please let me know if you have any other questions. Thanks,

Dave Ruppel



David E. Ruppel | Airport Director | Adams County | 5200 Front Range Parkway | Watkins, CO 80137  
Cell 970-846-3626 | Main 303-261-9103 | Direct 720-523-7310 | Fax 303-261-9195  
[DRuppel@ftg-airport.com](mailto:DRuppel@ftg-airport.com) | [www.ftg-airport.com](http://www.ftg-airport.com)

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**From:** Chris LaRue  
**Sent:** Friday, July 21, 2017 2:50 PM  
**To:** Chris LaRue  
**Subject:** RE: RCU2017-00025 Pioneer Solar Project North Site request for comments

Sorry all, I forgot to include these attachments.

Thanks,

**Christopher C. LaRue**

Senior Planner, *Community & Economic Development Department*  
ADAMS COUNTY, COLORADO  
4430 South Adams County Parkway, W2000A  
Brighton, CO 80601  
o: 720.523.6858 | [clarue@adcogov.org](mailto:clarue@adcogov.org)  
[www.adcogov.org](http://www.adcogov.org)

---

**From:** Chris LaRue  
**Sent:** Friday, July 21, 2017 2:37 PM  
**To:** Chris LaRue  
**Subject:** RCU2017-00025 Pioneer Solar Project North Site request for comments

**Please note this new request includes additional parcels and include transmission lines.**





October 10, 2017

**VIA E-MAIL**

Christopher C. LaRue, Senior Planner  
Adams County – Community & Economic Development Department  
4430 South Adams County Parkway  
Brighton, CO 80601  
CLaRue@adcogov.org

**NOTICE OF MINERAL INTERESTS AND OIL AND GAS LEASEHOLD  
INTERESTS OWNED BY ANADARKO LAND CORP., ANADARKO E&P  
ONSHORE LLC AND KERR-McGEE OIL & GAS ONSHORE LP AND  
OBJECTION**

Re: Pioneer Solar Project – RCU2017-00025  
GCL New Energy Inc. Marina - Property Owner or “Applicant”  
Township 3 South, Range 63 West  
Section 17: E/2 (“Property”)  
Adams County, Colorado

Mr. LaRue:

This objection and notice letter is submitted to Adams County (“County”) on behalf of Anadarko Land Corp. (“ALC”), Anadarko E&P Onshore LLC (“AEP”), and Kerr-McGee Oil & Gas Onshore LP (“KMOG”) with respect to the application for RCU2017-00025 that has been filed with the County by GCL New Energy Inc. Marina (“Applicant”) that includes property in the E/2 of Section 17, Township 3 South, Range 63 West (“Property”) in Adams County.

ALC and AEP (together the “Anadarko entities”) own the minerals that underlie the Property. KMOG owns the oil and gas leasehold in a portion of the Property.

The Anadarko entities and KMOG wish to give notice to the County of the mineral interests and oil and gas leasehold interests they own under the Property and make the County aware that the approval of a final application may significantly impact the prospective development of the minerals and oil and gas interests that underlie the Property. The Anadarko Entities and KMOG object to the approval of a final application for development until agreements on surface use are reached among the Anadarko entities, KMOG, and the Applicant covering the Property.

The following are comments in support of this Notice and Objection:

1. The Mineral Resources Owned by ALC

ALC owns all of the hard rock minerals, including the coal, which underlies the Property. ALC has reviewed the Property for coal resource potential and determined that Section 17 is underlain with Laramie Formation coals that are approximately 10.2 feet thick and lie at a depth starting at approximately 1,253 feet. Laramie Formation coals have a high BTU of approximately 8,900 to 9,800 btu/lb and a low sulfur content of between .3 and .8 percent. ALC estimates that there may be over 11.3 million tons of Laramie Formation coal that underlie Sections 17.

2. The Oil and Gas Resources Owned by the Anadarko Entities.

The Anadarko entities together own all of the oil and gas that underlies the Property and KMOG owns oil and gas leasehold for portions of the Property

3. There is Clear Statutory Authority and Direction for the County to Take Into Account the Rights of Mineral Interest Owners in Its Consideration of Applications for Development.

The State of Colorado recognizes the important rights of mineral owners and lessees in C.R.S. § 30-28-133(10) which states and acknowledges that both the mineral estate and the surface estate are interests in land and that the two interests are “separate and distinct.” The subsection specifically recognizes that the owners of subsurface mineral interests and their lessees have “the same rights and privileges as surface owners.”

4. Owners of Split Estates Must Exercise Their Rights in a Way that Gives Due Regard to the Rights of the Other.

Colorado law provides that the mineral owner has the right of reasonable access to and use of the surface estate to extract minerals and that the mineral estate owner and the surface estate owner are to give due regard to the rights of the other and reasonably accommodate each other’s rights.

5. The Anadarko Entities and KMOG Have Entered into Many Agreements with Developers With Respect to the Disposition of the Minerals at the Time that the Developer Proposes to Develop the Surface Estate, and the Public Interest is Served by the Parties Entering into Such an Agreement.

The mineral assets have significant value and consequently the Anadarko entities and KMOG are concerned that the approval by the County of an application for development of the Property and the subsequent build-out of the Property may impair their ability to develop their minerals and oil and gas interests.

Any future surface development plans approved by the County should incorporate and designate lands to be set aside for oil and gas development and expressly provide protection for future wells, pipelines, gathering lines and related oil and gas facilities and



equipment. Approval of any surface development plan that forecloses the rights of mineral and leasehold owners may be a compensable taking.

The Anadarko entities and KMOG have extensive mineral and oil and gas leasehold interests throughout the State of Colorado and have successfully worked with many parties who wish to develop the surface estate in order to assure the compatible development of the surface estate and the oil and gas estate or some other disposition of the minerals.

The practice of the Anadarko entities and KMOG is to meet with surface owners to reach a mutually acceptable surface agreement and agreement for the disposition of the hard rock mineral interests. The Anadarko entities, KMOG, and the Applicant have been in discussions on this matter; however, no agreement has been reached to date. Because no agreement has been reached between the parties that covers the Property, and in order to protect their mineral and oil and gas interests and private property rights, the Anadarko entities and KMOG object to the application and request that the County make any approval of a final application for development of the Property conditioned upon an agreement among the Anadarko entities, KMOG, and the Applicant.

Please contact me at 720-929-3321 if you have any questions or comments about this matter. The Anadarko entities and KMOG hope to conclude a mutually acceptable agreement with the surface owner of the property, and we look forward to working with the County to accomplish its land use planning goals.

Sincerely,  
ANADARKO PETROLEUM CORPORATION



*on behalf of*  
Emma Vannoy  
Landman

cc: Jeff Fiske, Lead Counsel  
Paul Ratliff  
Justin Shoulders  
Don Ballard

# CERTIFICATE OF POSTING



I, Christopher C. La Rue do hereby certify that I had the property posted at

Southwest corner of E 56<sup>th</sup> Ave & Penrith Road

on September 28, 2017

in accordance with the requirements of the Adams County Zoning Regulations

*Christopher C. La Rue*

**Christopher C. La Rue**

Community & Economic  
Development Department  
Development Services Division  
[www.adcogov.org](http://www.adcogov.org)



4430 South Adams County Parkway  
1st Floor, Suite W2000B  
Brighton, CO 80601-8218  
PHONE 720.523.6800  
FAX 720.523.6967

## Public Hearing Notification

Case Name:	Pioneer Solar Project North
Case Numbers:	RCU2017-00025
Planning Commission Hearing Date:	10/12/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date:	10/31/2017 at 9:30 a.m.

September 13, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

**Request for a Conditional use permit to allow a new 37.5 megawatt solar facility and associated transmission lines.**

This request is located at: multiple parcels

The Assessor's Parcel Numbers are: 0181517100002, 0181517400001, 0181500000048,  
0181500000049, 0181500000049, & 0181500000046

Applicant Information: GCL New Energy Inc.  
12667 Alcosta Blvd. Suite 400  
San Ramon, CA 94583

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Erik Hansen  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Mary Hodge  
DISTRICT 5

*Christopher C. LaRue*

Christopher C. LaRue  
Senior Planner

Community & Economic  
Development Department  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000B  
Brighton, CO 80601-8218  
PHONE 720.523.6800  
FAX 720.523.6967

## Request for Comments

Case Name:	Pioneer Solar Project-North Site
Case Number:	RCU2017-00025

July 21, 2017

The Adams County Planning Commission & Board of County Commissioners are requesting comments on the following request:

**Request for a Conditional use permit to allow a new 37.5 megawatt solar facility and associated transmission lines.**

This request is located at: Southwest corner of East 56<sup>th</sup> Avenue and Penrith Road

The Assessor's Parcel Number are: 0181517100002, 0181517400001, 0181500000048, 0181500000286, 0181500000049, & 0181500000046

Applicant Information: GCL New Energy Inc. Marina  
12667 ALCOSTA BLVD  
SUITE 400  
SAN RAMON, CA 94583

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 08/11/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [CLaRue@adcogov.org](mailto:CLaRue@adcogov.org). Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Christopher C. LaRue  
Senior Planner



**PUBLICATION REQUEST**

**PIONEER NORTH SOLAR PROJECT**

**Case Numbers:** RCU2017-00025

**Planning Commission Hearing Date:** 10/12/2017 at 6:00 p.m.

**Board of County Commissioners Hearing Date:** 10/31/2017 at 9:30 a.m.

**Request:** Request for a Conditional use permit to allow a new 37.5 megawatt solar facility and associated transmission lines.

**Location:**

**RCU2017-00025, Pioneer North:**

**The Assessor's Parcel Number are:** 0181517100002, 0181517400001, 0181500000048, 0181500000286, 0181500000049, & 0181500000046

**Located at:** Southwest corner of East 56<sup>th</sup> Avenue and Penrith Road

**Case Manager:** Chris LaRue

**Case Technician:** Shayla Christenson

**Applicant:**  
GCL New Energy Inc.  
12667 Alcost Blvd., Suite 400  
San Ramon, CA 94583

**Owner:**  
Douglas Smialek  
3535 N Harback Rd  
Bennett, CO 80102

**Legal Descriptions:**

**Parcel #0181517100002:** SECT,TWN,RNG:17-3-63 DESC: PARCEL 1 PARC IN SEC 17 DESC AS FOLS BEG AT THE NE COR OF SD SEC 17 TH W 30 FT TO THE TRUE POB TH S 3289/62 FT TH W 5223/29 FT TH N 627/92 FT TH N 3262/80 FT TH E 2644/83 FT TH E 2614/83 FT TO THE TRUE POB EXC PARC (REC NO 2012000022883) 196/3673A

**Parcel # 0181517400001:** SECT,TWN,RNG:17-3-63 DESC: PARCEL 2 PARC IN THE S2 OF SEC 17 DESC AS FOLS BEG AT THE SE COR OF SD SEC 17 TH W 29/90 FT TH N 30/01 FT TO THE TRUE POB TH W 2600/76 FT TH N 1976/90 FT TH E 2611/57 FT TH S 1976/92 FT TO THE TRUE POB 118/2769A

**Parcel # 0181500000048:** SECT,TWN,RNG:21-3-63 DESC: NW4 158/20A

**Parcel # 0181500000286:** SECT,TWN,RNG:16-3-63 DESC: W2 OF SW4 80A

**Parcel #0181500000049:** SECT,TWN,RNG:21-3-63 DESC: S2 314/60A

**Parcel # 0181500000046:** SECT,TWN,RNG:20-3-63 DESC: SE4 SE4 40A



4512 HARBACK ROAD LLC  
4770 HARBACK RD  
BENNETT CO 80102

PILAND LOWELL  
43651 E 38TH AVE  
BENNETT CO 80102-8846

BALKEMA JAMES L AND  
BALKEMA MONITA J  
2946 W UNION AVE  
ENGLEWOOD CO 80110-5321

SMIALEK DOUGLAS J AND  
SMIALEK DARETH  
3535 N HARBACK RD  
BENNETT CO 80102-8856

BARBER JIMMY D AND BARBER TERRI E  
4751 N PENRITH MILE ROAD  
BENNETT CO 80102

SMIALEK DOUGLAS JOSEPH  
3535 N HARBACK RD  
BENNETT CO 80102-8856

CICHOS DENNIS A UND 50% INT AND  
CICHOS LAWRENCE J/DOROTHY T UND 50% I  
4430 N HARBACK RD  
BENNETT CO 80102

TRUPP FAMILY FARM LLLP  
45815 E 56TH AVE  
BENNETT CO 80102-9107

CISSELL VINCENT J  
5860 S GREENWOOD ST  
LITTLETON CO 80120-2206

TRUPP REAL ESTATE III LLLP  
45815 E 56TH AVE  
BENNETT CO 80102-9107

CLAIR JOHN W  
47289 E 38TH AVE  
BENNETT CO 80102-8148

WRIGHT MARK AND  
WRIGHT LAURA  
4400 N HARBACK RD  
BENNETT CO 80102-8834

CLAIR JOHN W  
47289 E 38TH  
BENNETT CO 80102-8148

CLAIR SHARON A  
1213 N TENAYA WAY  
LAS VEGAS NV 89128-3250

GUERNSEY TROY R AND GUERNSEY INGA ASHER  
4541 PENRITH RD  
BENNETT CO 80102

KOCH ROBERT W AND  
KOCH MARY LOU  
4770 HARBACK RD  
BENNETT CO 80102-8834



Referral Listing  
Case Number RCU2017-00025  
Pioneer Solar Project-North Site

Agency	Contact Information
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
BENNETT FIRE DISTRICT #7	CHIEF EARL CUMELY 825 SHARIS CT BENNETT CO 80102 303-644-3434 ecumley941@aol.com
BENNETT FIRE DISTRICT #7	Captain Caleb J Connor 825 SHARIS CT BENNETT CO 80102 303-532-7733 CalebConnor@BennettFireRescue.org 303-644-3572
BENNETT PARK AND RECREATION	Chris Raines PO BOX 379 455 S. 1ST ST. BENNETT CO 80102-0379 303-644-5041 Director@bennettrec.org
BENNETT SCHOOL DISTRICT 29J	Robin Purdy 615 7TH ST. BENNETT CO 80102 303-644-3234 Ext: 8203 robinp@bsd29j.com
CDPHE - AIR QUALITY	Paul Lee 4300 CHERRY CREEK DRIVE SOUTH DENVER CO 80246-1530 303-692-3127 paul.lee@state.co.us
CDPHE - WATER QUALITY PROTECTION SECT	Patrick Pfaltzgraff 4300 CHERRY CREEK DRIVE SOUTH WQCD-B2 DENVER CO 80246-1530 303-692-3509 patrick.j.pfaltzgraff@state.co.us

## Agency

## Contact Information

Agency	Contact Information
CDPHE SOLID WASTE UNIT	Andy Todd 4300 CHERRY CREEK DR SOUTH HMWMD-CP-B2 DENVER CO 80246-1530 303.691.4049 Andrew.Todd@state.co.us
Century Link, Inc	Brandyn Wiedrich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com
CITY OF AURORA - WATER AND SAN. DEPT.	PETER BINNEY 15151 E ALAMEDA PKWY #3600 AURORA CO 80012 303-739-7370 pbinney@ci.aurora.co.us
CITY OF AURORA ATTN: PLANNING DEPARTMENT	Porter Ingrum 15151 E ALAMEDA PKWY 2ND FLOOR AURORA CO 80012 (303) 739-7227 303.739.7000 pingrum@auroragov.org
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLORADO DIVISION OF WILDLIFE	Eliza Hunholz Northeast Regional Engineer 6060 BROADWAY DENVER CO 80216-1000 303-291-7454 eliza.hunholz@state.co.us
COLORADO DIVISION OF WILDLIFE	JOSEPH PADIA 6060 BROADWAY DENVER CO 80216 303-291-7132 joe.padia@state.co.us
COMCAST	JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com
COUNTY ATTORNEY- Email	Christine Francescani CFrancescani@adcogov.org 6884
Denver International Airport	Tom Reed 303.502.7692 Tom.Reed@flydenver.com

## Agency

## Contact Information

Agency	Contact Information
DENVER INTERNATIONAL AIRPORT	Bill Poole 900 South Broadway Suite 350 DENVER CO 80209 303.524.3023 William.Poole@flydenver.com
Engineering Department - ROW	Transportation Department PWE - ROW 303.453.8787
Engineering Division	Transportation Department PWE 6875
ENVIRONMENTAL ANALYST	Jen Rutter PLN 6841
FEDERAL AVIATION ADMINISTRATION	LINDA BRUCE 26805 E 68TH AVENUE, #224 DENVER CO 80249-6361 303-342-1264 linda.bruce@faa.gov
FRONT RANGE AIRPORT	Dave Ruppel 5200 FRONT RANGE PARKWAY WATKINS CO 80137-7131 303-261-9100 druppel@ftg-airport.com
HIGH FIVE PLAINS FOUNDATION	FRANK DOYLE - PRESIDENT 155 NCR 157 STRASBURG CO 80136 303-622-9588 frankdoyle@tds.net
Intermountain Rural Electric Asso - IREA	Brooks Kaufman PO Box Drawer A 5496 North US Hwy 85 Sedalia CO 80135 303-688-3100 x105 bkaufman@intermountain-rea.com
NS - Code Compliance	Gail Moon gmoon@adcogov.org 720.523.6833 gmoon@adcogov.org
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
SHERIFF'S OFFICE: SO-HQ	MICHAEL McINTOSH nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org snielson@adcogov.org (303) 654-1850 aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org

## Agency

## Contact Information

Sheriff's Office: SO-SUB

SCOTT MILLER  
TFuller@adcogov.org, smiller@adcogov.org  
aoverton@adcogov.org; mkaiser@adcogov.org  
720-322-1115  
smiller@adcogov.org

TRI-COUNTY HEALTH DEPARTMENT

Sheila Lynch  
6162 S WILLOW DR, SUITE 100  
GREENWOOD VILLAGE CO 80111  
720-200-1571  
landuse@tchd.org

TRI-COUNTY HEALTH DEPARTMENT

MONTE DEATRICH  
4201 E. 72ND AVENUE SUITE D  
COMMERCE CITY CO 80022  
(303) 288-6816  
mdeatrich@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health  
landuse@tchd.org  
.

URBAN DRAINAGE &amp; FLOOD CONTROL

David Mallory  
2480 W 26TH AVE, #156B  
Denver CO 80211  
(303) 455-6277  
dmallory@udfed.org

Xcel Energy

Donna George  
1123 W 3rd Ave  
DENVER CO 80223  
303-571-3306  
Donna.L.George@xcelenergy.com

# Pioneer Solar Energy Project - North

RCU2017-00025

Southwest of Penrith Road & E 56<sup>th</sup> Avenue

October 31, 2017

Board of County Commissioners

Community and Economic Development Department

Case Manager: Chris LaRue



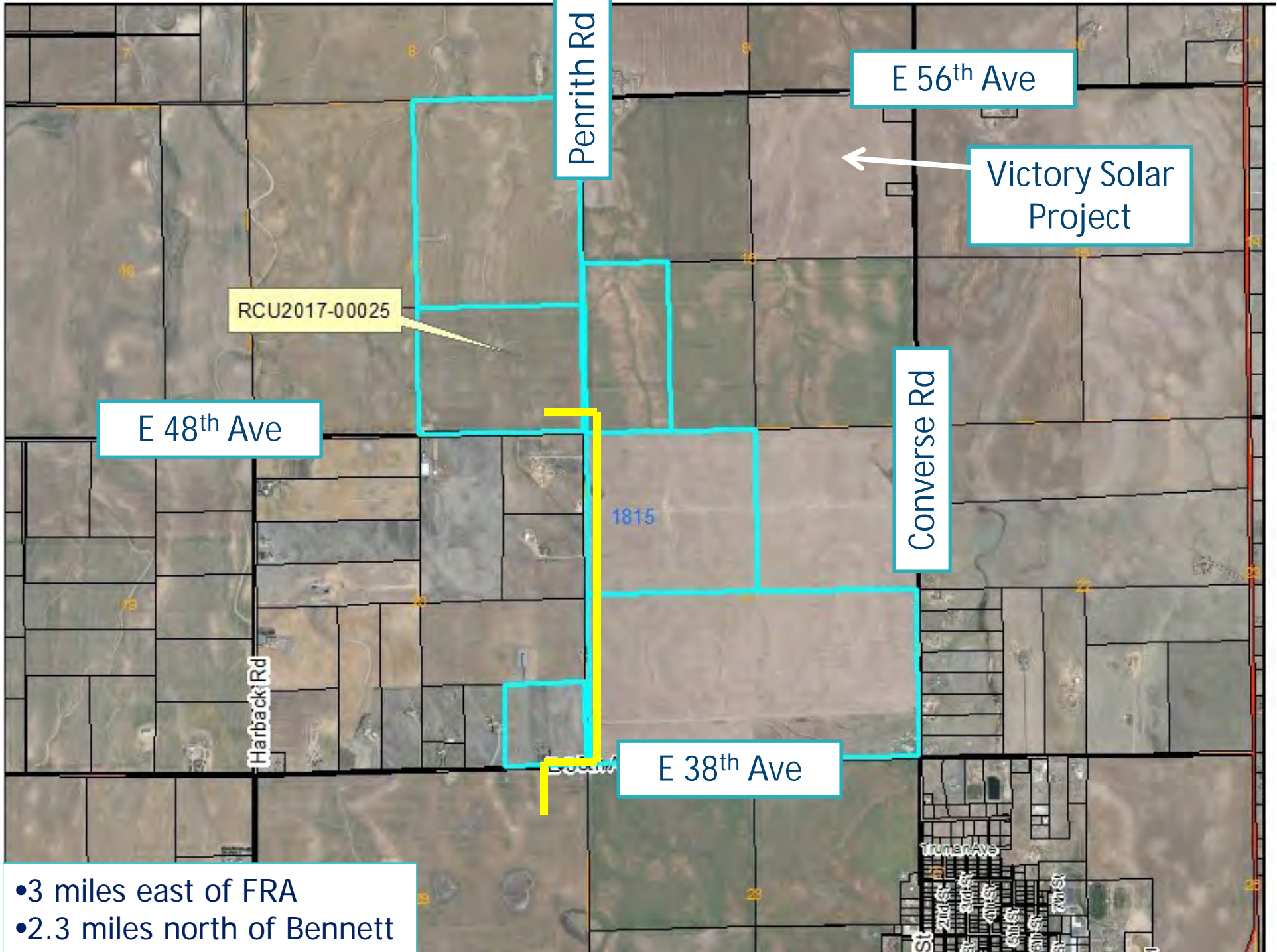


# Request

- Conditional Use Permit to allow a solar energy project

# Background

- GCL New Energy Inc.
- Electricity connects to an underground transmission line & then to an existing overhead line
- Can produce approximately 37.5 megawatts of power (13,125 homes)



Penrith Rd

E 56<sup>th</sup> Ave

Victory Solar Project

RCU2017-00025

E 48<sup>th</sup> Ave

Converse Rd

1815

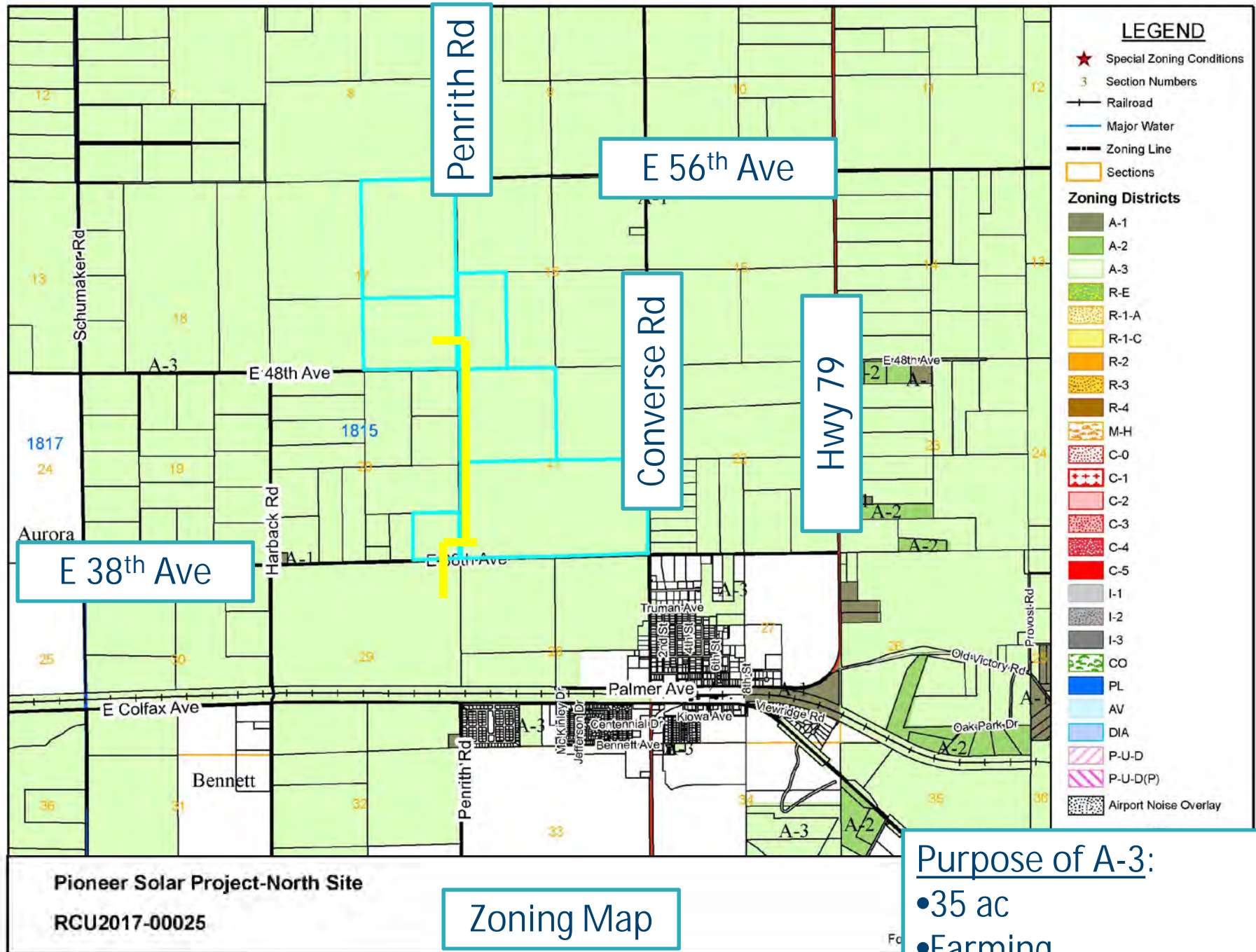
Harback Rd

E 38<sup>th</sup> Ave

- 3 miles east of FRA
- 2.3 miles north of Bennett

Truman Ave  
2nd St  
3rd St  
4th St  
5th St  
6th St





**LEGEND**

- ★ Special Zoning Conditions
  - 3 Section Numbers
  - Railroad
  - Major Water
  - Zoning Line
  - Sections
- Zoning Districts**
- A-1
  - A-2
  - A-3
  - R-E
  - R-1-A
  - R-1-C
  - R-2
  - R-3
  - R-4
  - M-H
  - C-0
  - C-1
  - C-2
  - C-3
  - C-4
  - C-5
  - I-1
  - I-2
  - I-3
  - CO
  - PL
  - AV
  - DIA
  - P-U-D
  - P-U-D(P)
  - Airport Noise Overlay

E 38th Ave

E 56th Ave

Penrith Rd

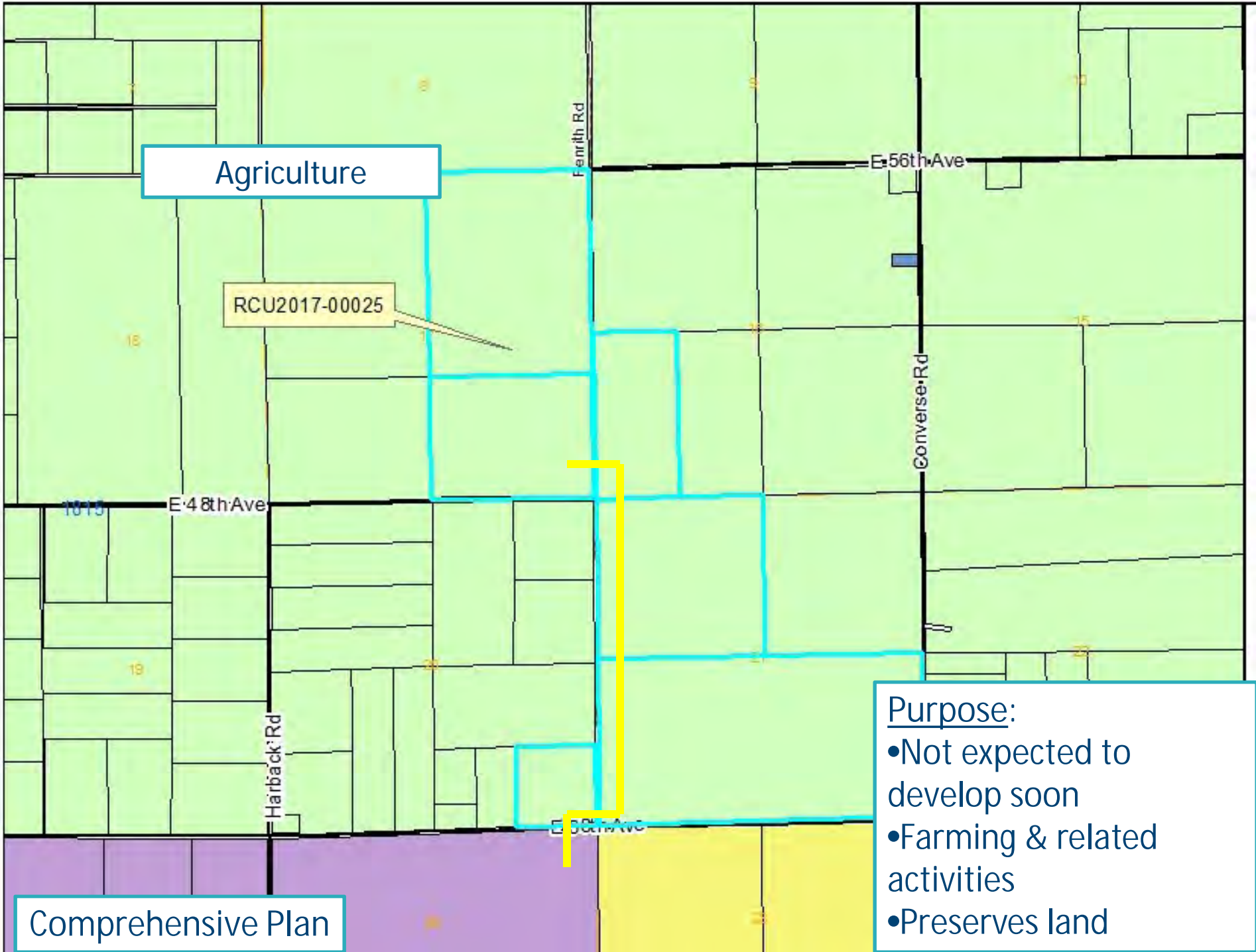
Converse Rd

Hwy 79

Purpose of A-3:  
 • 35 ac  
 • Farming

Pioneer Solar Project-North Site  
 RCU2017-00025

Zoning Map



Agriculture

RCU2017-00025

Comprehensive Plan

Purpose:

- Not expected to develop soon
- Farming & related activities
- Preserves land

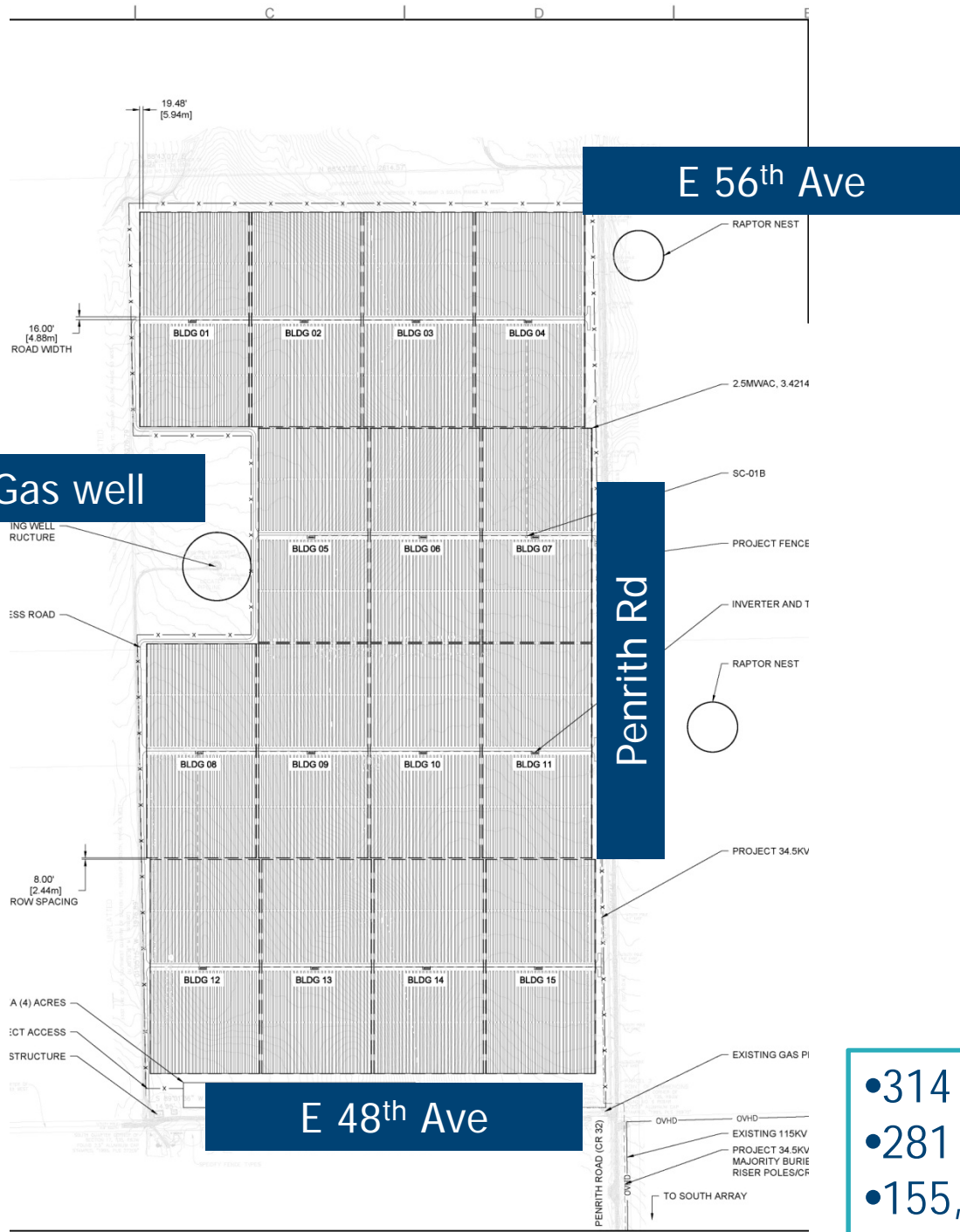
# Conditional Use Permit Approval Criteria

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Complies with performance standards
4. Compatible with surrounding area
5. Addresses offsite impacts
6. Suitable site
7. Functional site plan
8. Adequate infrastructure

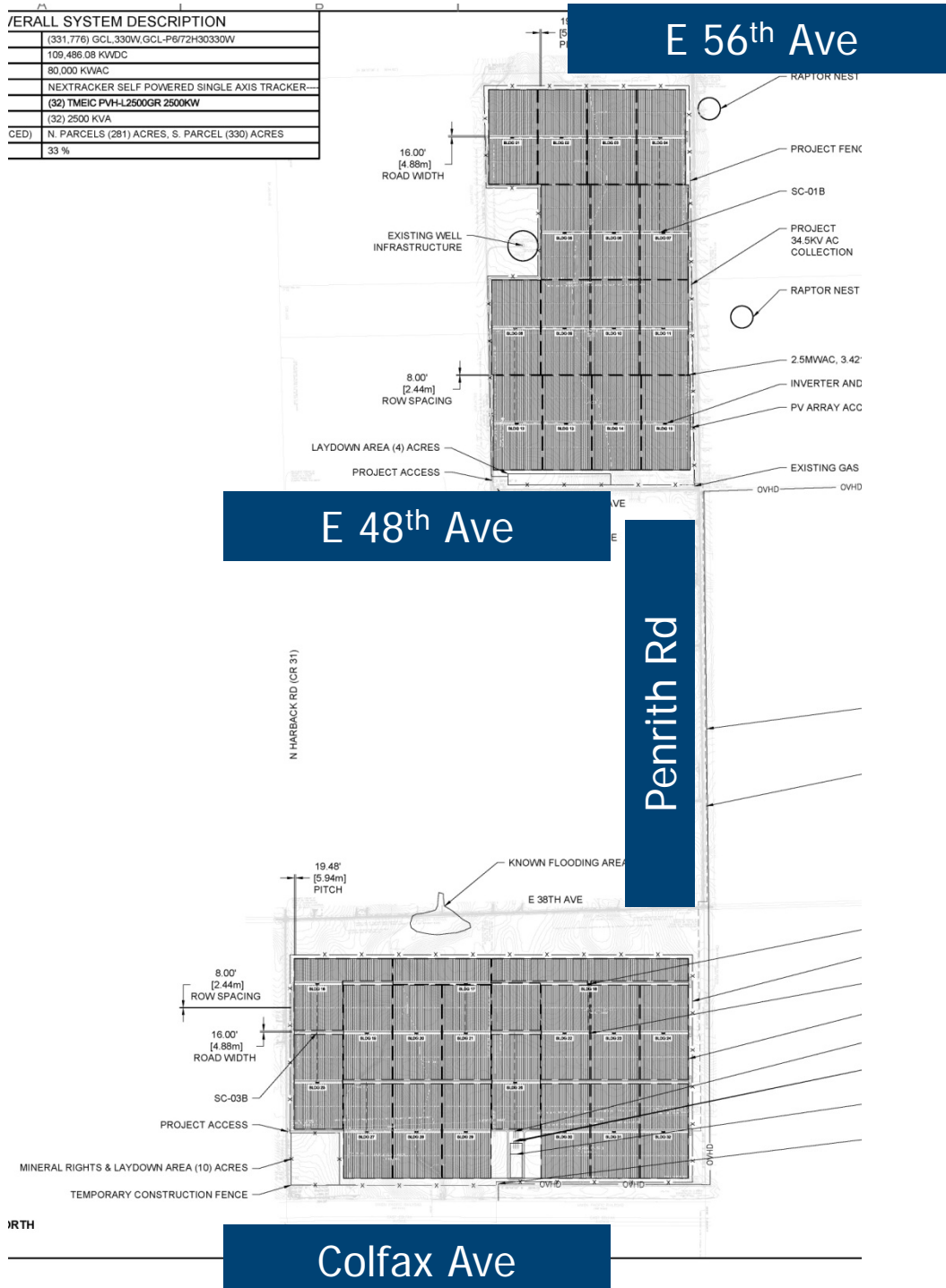


# Site Plan



- 314 acre site
- 281 acres for solar
- 155,520 panels

GENERAL SYSTEM DESCRIPTION	
	(331,776) GCL,330W,GCL-P6/72H30330W
	109,486.08 KWDC
	80,000 KWAC
	NEXTRACKER SELF POWERED SINGLE AXIS TRACKER
	(32) TMEIC PVH-L2500GR 2500KW
	(32) 2500 KVA
CED)	N. PARCELS (281) ACRES, S. PARCEL (330) ACRES
	33 %



# Site Plan

# Development Standards

- Maximum Allowed Height: 15 feet
  - Proposed panel height: 8 to 10 feet
- Setbacks:
  - Front: 50 ft
  - 120 ft section line road (Penrith Rd)
  - Side: 10 ft
  - Rear: 20 ft

# Development Standards

- Fencing
  - 7 foot tall chain link around perimeter
  - No landscaping proposed for this site
  - Farming activities will occur outside of fencing

# Referral Comments

- No concerns from any County referral agencies
- Property Owners

Notifications Sent	Comments Received
16	0

½ mile notification area

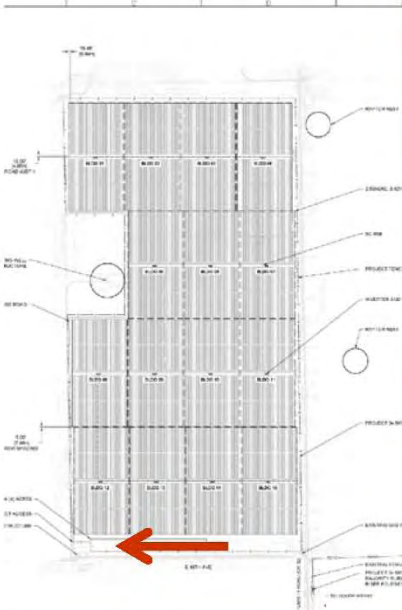


# Referral Comments

- Anadarko Petroleum Company
  - Surface use agreement

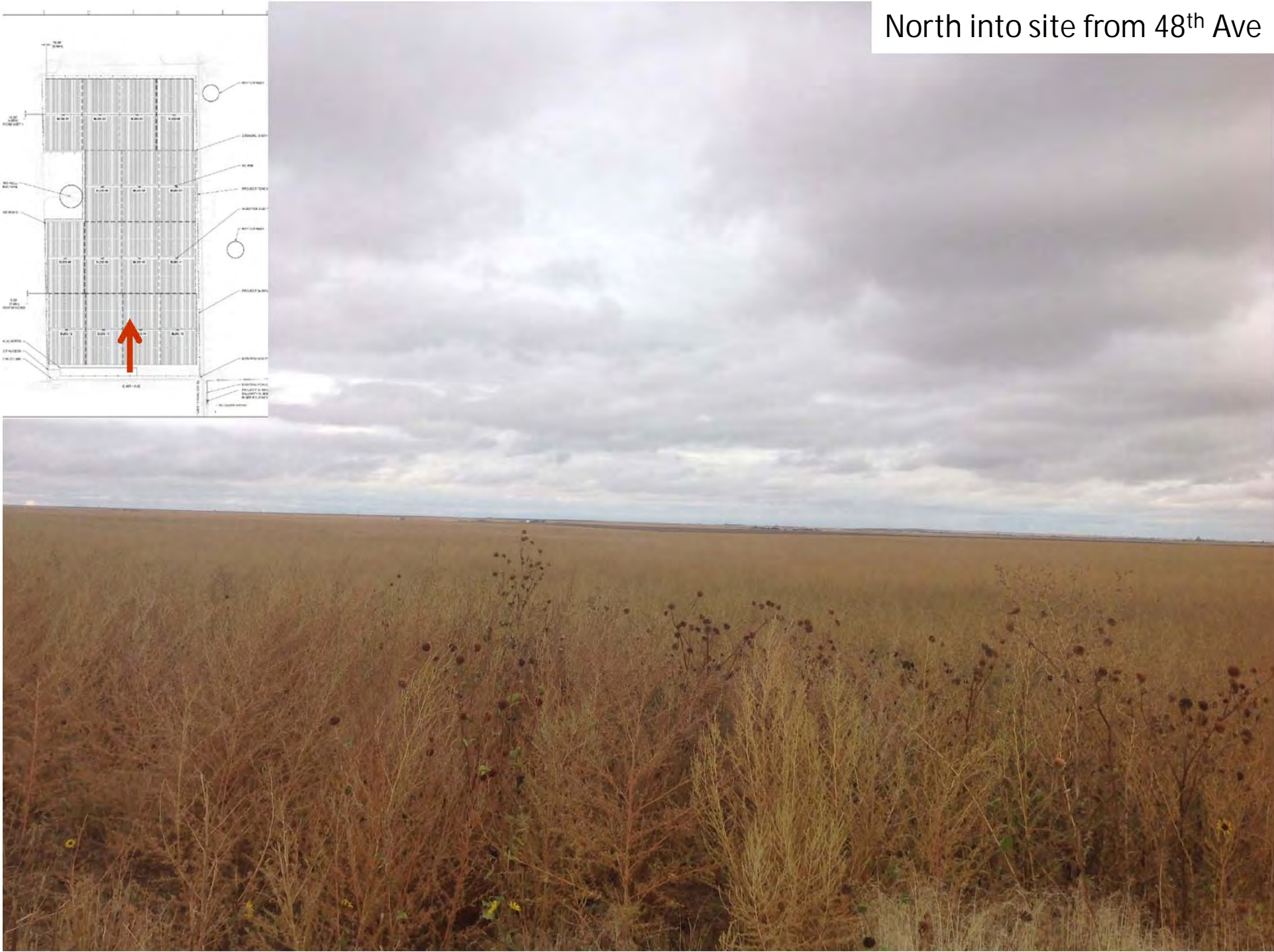
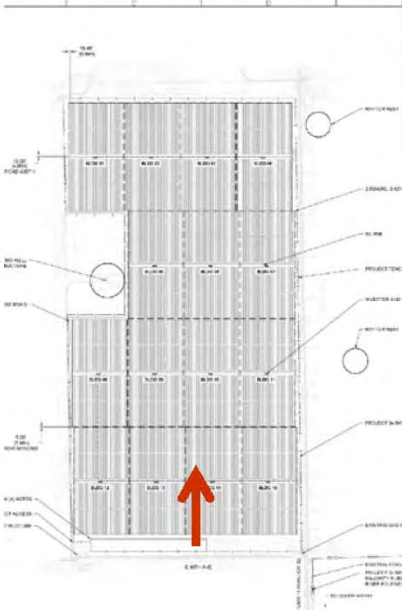


West on 48<sup>th</sup> Ave



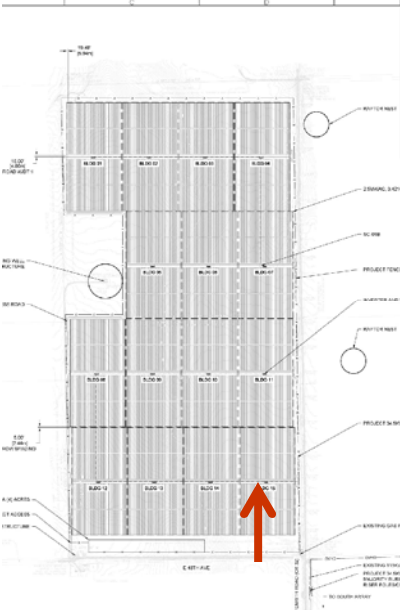


North into site from 48<sup>th</sup> Ave





North into site from 48<sup>th</sup> Ave

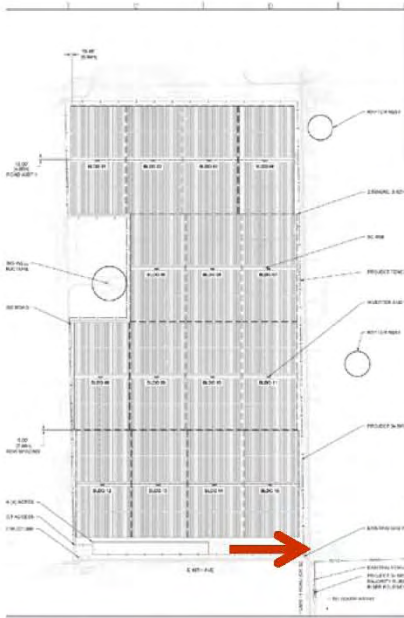


Penrith Road



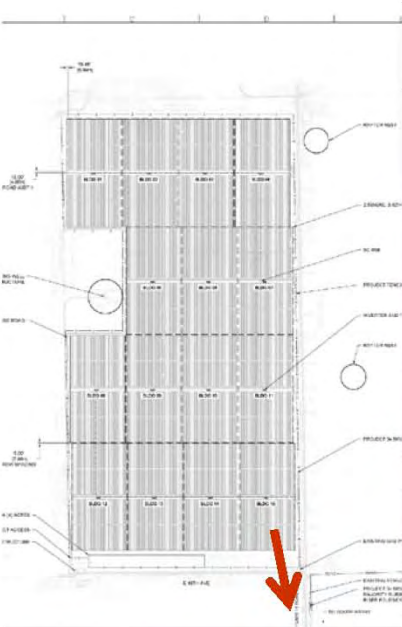


East at 48<sup>th</sup> Ave & Penrith Rd





South at 48<sup>th</sup> Ave & Penrith Rd



# Recommendations

- Staff determination is the request and the proposed use of the property is consistent with:
  - Development Standards
  - Comprehensive Plan
  - Compatible with Surrounding Area
- Planning Commission and Staff recommends **Approval** based on 8 Findings-of-Fact, 2 Conditions Precedent, and 3 Conditions.
  - Condition Precedent # 2 added for surface use agreement





COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT

CASE NO.: RCU2017-00026

CASE NAME: Pioneer Solar Project – South Site

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- 1.1 Board of County Commissioners Report
- 1.2 Board of County Commissioners Alternative Findings for Denial

**Exhibit 2- Maps**

- 2.1 Zoning Map
- 2.2 Aerial Map
- 2.3 Future Land Use Map

**Exhibit 3- Applicant Information**

- 3.1 Applicant written explanation
- 3.2 Applicant site plan
- 3.3 Neighborhood meeting summary

**Exhibit 4- Referral Comments**

- 4.1 Development Review Comments (Planning, Engineering, Right-of-Way, Building Safety, and Parks).
- 4.2 CDPHE
- 4.3 Colorado Parks & Wildlife
- 4.4 DIA
- 4.5 FAA
- 4.6 Xcel Energy
- 4.7 Tri-County Health Department
- 4.8 Town of Bennett
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**Exhibit 5- Citizen Comments**

- 5.1 Claude Bennett

**Exhibit 6- Associated Case Materials**

- 6.1 Certificate of Posting
- 6.2 Public Hearing Notice
- 6.3 Request for Comments
- 6.4 Publishing Information
- 6.5 Property Owner Labels
- 6.6 Referral Labels



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**October 31, 2017**

CASE No.: **RCU2017-00026**      CASE NAME: **Pioneer Solar Project – South Site**

Owner's Name:	Douglas & Dareth Smialek
Applicant's Name:	GCL New Energy Inc.
Applicant's Address:	12667 Alcosta Blvd., Suite 400, San Ramon, CA 94583
Location of Request:	Northeast corner of E Colfax Avenue & Harback Road
Nature of Request:	A conditional use permit to allow a solar energy project in the Agriculture-3 (A-3) zone district
Zone District:	Agriculture-3 (A-3)
Comprehensive Plan:	Agriculture
Site Size:	422.7 acres
Proposed Use:	Solar energy project
Existing Use:	Agriculture
Hearing Date(s):	<b>PC: October 12, 2017 / 6:00 p.m.</b>
	<b>BOCC: October 31, 2017 /9:30 a.m.</b>
Report Date:	October 17, 2017
Case Manager:	Christopher C. LaRue
Staff Recommendation:	APPROVAL with 8 Findings-of-Fact, 3 Conditions Precedent, and 7 Conditions
PC Recommendation:	APPROVAL with 8 Findings-of-Fact, 3 Conditions Precedent, and 7 Conditions

**SUMMARY OF APPLICATION**

**Background**

GCL New Energy Inc. is requesting a conditional use permit to construct a solar energy project on the subject property. The proposed development would be located on the northeast corner of East Colfax Avenue and Harback Road (see Exhibits 2 & 3.2). According to the applicant, electricity generated from the project would be connected to an existing above ground transmission line owned by Intermountain Rural Electrical Association (IREA) and located

directly east of the subject site. The information submitted with the application shows the project will have the capacity to produce approximately 42.5 megawatts of power.

The site plan provided with the application shows the proposed conditional use permit will cover approximately 335 acres of a 422.7 acre property and consist of approximately 176,256 solar panels. The site plan also shows a proposed switchyard with a transformer to be constructed in the middle of the southern edge of the property. This switchyard will facilitate transferring energy to be generated from the property to the overhead power line located adjacent to the subject site. Location of the switchyard and transformer are included as part of this conditional use permit request. The applicant and the property owner have agreed to allow the property to be used as a solar energy generating facility for 35 years, which is also the duration of the proposed conditional use permit.

**Site Characteristics:**

The property is located on the northeastern corner of East Colfax Avenue and Harback Road, and currently used for agriculture. There are no structures located on the subject property. The property abuts 38<sup>th</sup> Avenue on the north, Harback Road on the west, and Union Pacific railroad tracks on the south. Access to the site will be provided from Harback Road. The subject request is located approximately three miles east of the Front Range Airport and approximately 1 mile west of the Town of Bennett.

**Development Standards and Regulations Requirements:**

Per section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a solar energy facility use in the A-3 zone district. In addition, section 4-03-03-02-10 of the County's Development Standards and Regulations outline performance standards for solar energy facilities. The performance standards include height and setback requirements. Per the standards, the maximum allowable height of solar panels is 15 feet. According to the applicant, the proposed solar panels will be between 8 to 10 feet in height. In addition, the proposed panels will be required to conform to all setback requirements of the A-3 zone district, which include a 120-foot section line setback, a 50-foot front setback, a 10-foot side setback, and a 20-foot rear setback. The site plan submitted with the application is consistent with the setback requirements.

The site plan also shows the solar panels will be setback at a minimum of 400 feet from East 38<sup>th</sup> Avenue, which is located north of the site. This proposed setback was a result of neighboring property owner's preference. The request also includes construction of a proposed seven foot tall chain link fence around the perimeter of the solar facility, as well as installation and maintenance of drought resistant plantings at the exterior of the perimeter fence. The plantings will consist of shrubs and small trees to provide additional screening of the site. According to the applicant, the remainder of the property outside the solar facility can continue be used for dryland farming.

**Future Land Use Designation/Goals of the Comp-Plan for the Area**

The Comprehensive Plan designates the subject site as Mixed Use Employment. Per Chapter 5 of the Adams County Comprehensive Plan, Mixed-Use Employment designated areas are intended to allow a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. Mixed-Use Employment areas are in locations that will have excellent transportation access and visibility, but are not suitable for residential uses. In addition, a primary objective of the Mixed-Use Employment designation is to accommodate a range of employment and supporting uses to serve employment needs; and to increase employment, and contribute to the County’s tax base. A number of properties around Denver International Airport, Front Range Airport, and the I-70 corridor are designated for future Mixed-Use Employment to preserve future long-term opportunities for employment growth in these areas; however, any future development should be phased and concentrated around where urban services and infrastructure are most readily available.

Installing solar panels on the property will not be detrimental or impede the goals of the Mixed Use Employment designation on the property. In addition, the panels will not hinder future development of the surrounding area. The facility will generate clean energy without emanating noise, odor, or other negative externalities. Overall, there will be little maintenance operation required for the solar facility. Daily operations of the site will be fully automated and will require staff to be present on site. Energy production from the site will be monitored daily by the company to ensure the facility is operating at expected levels, and planned maintenance may occur only once a week. There will be no substantial increase in traffic associated with the request.

**Surrounding Zoning Designations and Existing Use Activity:**

<b>Northwest A-3 Agriculture / 1 Home</b>	<b>North A-1 / A-3 Agriculture / 7 Homes</b>	<b>Northeast A-3 Agriculture / 1 Home</b>
<b>West A-3 Agriculture/ 1 Home</b>	<b>Subject Property A-3 Agriculture</b>	<b>East A-3 Agriculture</b>
<b>Southwest A-3 Union Pacific Railroad Tracks</b>	<b>South A-3 Union Pacific Railroad Tracks</b>	<b>Southeast A-3 Union Pacific Railroad Tracks</b>

### **Compatibility with the Surrounding Land Uses:**

A majority of the surrounding properties to the site are developed as agricultural and residential uses. All of the properties surrounding the site are zoned A-3 with the exception of one property located north of East 38<sup>th</sup> Avenue. This property is zoned A-1. Per section 3-10-01 of the Adams County Development Standards and Regulations, the purpose of the A-3 District is to provide land, primarily in holdings of at least thirty-five (35) acres, for dryland or irrigated farming, pasturage, or other related food production uses. Per section 3-08-01 of the Adams County Development Standards and Regulations, the purpose of the A-1 District is to provide a rural single-family dwelling district where the minimum lot area for a home site is intended to provide for a rural living experience.

The properties to the north, northeast and northwest of the site are developed as single-family homes. The proposed use of the property as a solar energy facility will be compatible to the surrounding area and the A-1 zoning designation on the property. The proposed use will also not generate additional traffic, or create any pollution, noise, lighting or glare to surrounding properties. In addition, the subject site and surrounding area are rural in nature and sparsely vegetated and will likely remain undeveloped for a considerable number of years.

### **Planning Commission Update:**

The Planning Commission considered this case on October 12, 2017, and recommended unanimous approval of the request. The applicant had no concerns with the staff report or the recommended conditions of approval. Beside the applicant, no one from the public spoke in favor or in opposition to the request. During the hearing, the Planning Commission added four conditions (i.e. # 4-7) to staff initial three recommended condition. The added conditions pertain to landscaping, providing collateral for the landscaping, and compliance measures to ensure long term viability of the plantings.

### **Staff Recommendations:**

Based upon the application, the criteria for approval of a conditional use permit, and a recent site visit, staff recommends Approval of the subject request with 8 findings-of-fact, 3 conditions precedent, and 7 conditions.

### **Findings of fact:**

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.



4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

**Recommended Condition Precedents:**

1. Prior to issuance of a building permit, the applicant shall dedicate the following rights-of-way to Adams County:
  - a. 30 feet for East 38<sup>th</sup> Avenue
  - b. 40 feet for Penrith Road
  - c. 10 feet for Harback Road
2. Prior to issuance of a building permit, the applicant shall submit a drought tolerant perimeter landscaping plan to Adams County. At a minimum the plan shall include:
  - a. A 25 foot wide landscaping area around the perimeter of the site.
  - b. At a minimum, the landscaping area shall contain 1 tree and 2 shrubs for each 40 linear feet.
3. Prior to issuance of a building permit the applicant shall provide Adams County a copy of the executed surface use agreement with Anadarko Petroleum Company.

**Recommended Conditions of Approval:**

1. This conditional use permit shall expire on October 31, 2052.
2. The solar panels on-site shall be removed when the conditional use permit expires, unless an extension or renewal is granted by the Board of County Commissioners.
3. At the expiration of one (1) year, if a building permit has not been issued for the solar project or the solar project use has not been established, this conditional use permit shall expire.

4. Prior to issuance of a building permit, the applicant shall submit collateral for the landscaping improvements in the amount of one-hundred-twenty-five percent (125%) of the estimated cost of purchasing and installing of the landscaping.
5. Adams County shall release the landscaping collateral after two years contingent upon the following conditions:
  - a. All landscaping and required buffering shall be continually maintained including irrigation if applicable, weeding, pruning and replacing in a substantially similar manner as originally approved.
  - b. Living ground covers must be fifty percent (50%) established after the first growing season, and ninety percent (90%) established thereafter.
  - c. Non-living ground covers, such as rock or mulch must be one hundred percent (100%) intact after one (1) year and eighty percent (80%) intact thereafter.
  - d. Trees and shrubs must have a one hundred percent (100%) survival rate after one (1) year and a ninety percent (90%) survival rate thereafter.
6. After installation of the landscaping, a manual or mechanical application of water to establish the landscaping shall be required for a minimum of two years.
7. Two years from the date of the final inspection of the landscaping, the applicant shall submit a compliance report of the status of the landscaping, as outlined in condition # 5, to the Adams County Community and Economic Development.

**PUBLIC COMMENTS**

<b>Property Owners Notified</b>	<b>Number of Responses</b>
27	1

Staff sent twenty-seven notices to property owners within a ½ mile of the subject request (see exhibit 6.5). As of writing this report, staff has received one response from the notification expressing opposition to the request. The major concerns expressed in this letter of opposition include: negative visual impacts, devaluation of property, and loss of rural farm land to industrial uses.

The applicant responded to the concerns and confirmed that shrubs and drought tolerant plants will be planted along the perimeter of the solar facility to provide visual screening. The surrounding remaining parcels will also continue to be farmed to provide additional screening.

**COUNTY AGENCY COMMENTS**

Adams County Development Services Engineering reviewed the request and had no outstanding comments. The County’s Right-of-Way staff recommends that the applicant dedicate the following rights-of-way: 30 feet for East 38<sup>th</sup> Avenue, 40 feet for Penrith Road, and ten feet for Harback Road (see Exhibit 4.1). This request has been included in the conditions of approval and the applicant has agreed to it.

## REFERRAL AGENCY COMMENTS

### **Responding with Concerns:**

Anadarko Petroleum Company (see exhibit 4.9)

The Anadarko Petroleum Company reviewed the request and indicated they were working with the applicant on a surface use agreement for the minerals located underground. The applicant shall be required to present the final executed surface use agreement prior to receiving a building permit for the project.

CDPHE (see exhibit 4.2)

The Colorado Department of Health reviewed the request and stated an air pollutant emissions notice (APEN) is required when construction activities (earth moving) exceeds 25 acres or the duration of activities on the property prolong for more than six months on the property. The applicant responded to this concern and stated they will obtain the required permit.

DIA (see exhibit 4.4)

Denver International Airport reviewed the request and indicated the applicant shall be required to obtain approval of an aeronautical study. The applicant has already received approval of this study from the FAA.

FAA (see exhibit 4.5)

The Federal Aviation Administrative reviewed the request and stated the applicant shall be required to obtain approval of an aeronautical study. The applicant has received approval of this study from the FAA.

Tri-County Health (see exhibit 4.7)

The Tri-County Health Department reviewed the request and stated that during construction of the project, the applicant would be required to provide adequate temporary sanitation facilities and trash removal on-site. The applicant responded to this concern and stated they will comply with all Tri-County Health requirements.

### **Responding without Concerns:**

Colorado Parks and Wildlife (see exhibit 4.3)

Xcel Energy (see exhibit 4.6)

Town of Bennett (see exhibit 4.8)

**Notified but not Responding / Considered a Favorable Response:**

Bennett Fire District  
Bennett Park & Recreation District  
Bennett School District 29J  
CDOT  
Century Link  
City of Aurora  
Comcast  
Front Range Airport  
High Five Plains Foundation  
IREA  
Union Pacific Railroad  
Urban Drainage & Flood Control



Community & Economic Development Department

4430 South Adams County Parkway,  
1st Floor, Suite W2000  
Brighton, CO 80601-8205  
PHONE 720.523.6800 FAX 720.523.6998

**MEMORANDUM**

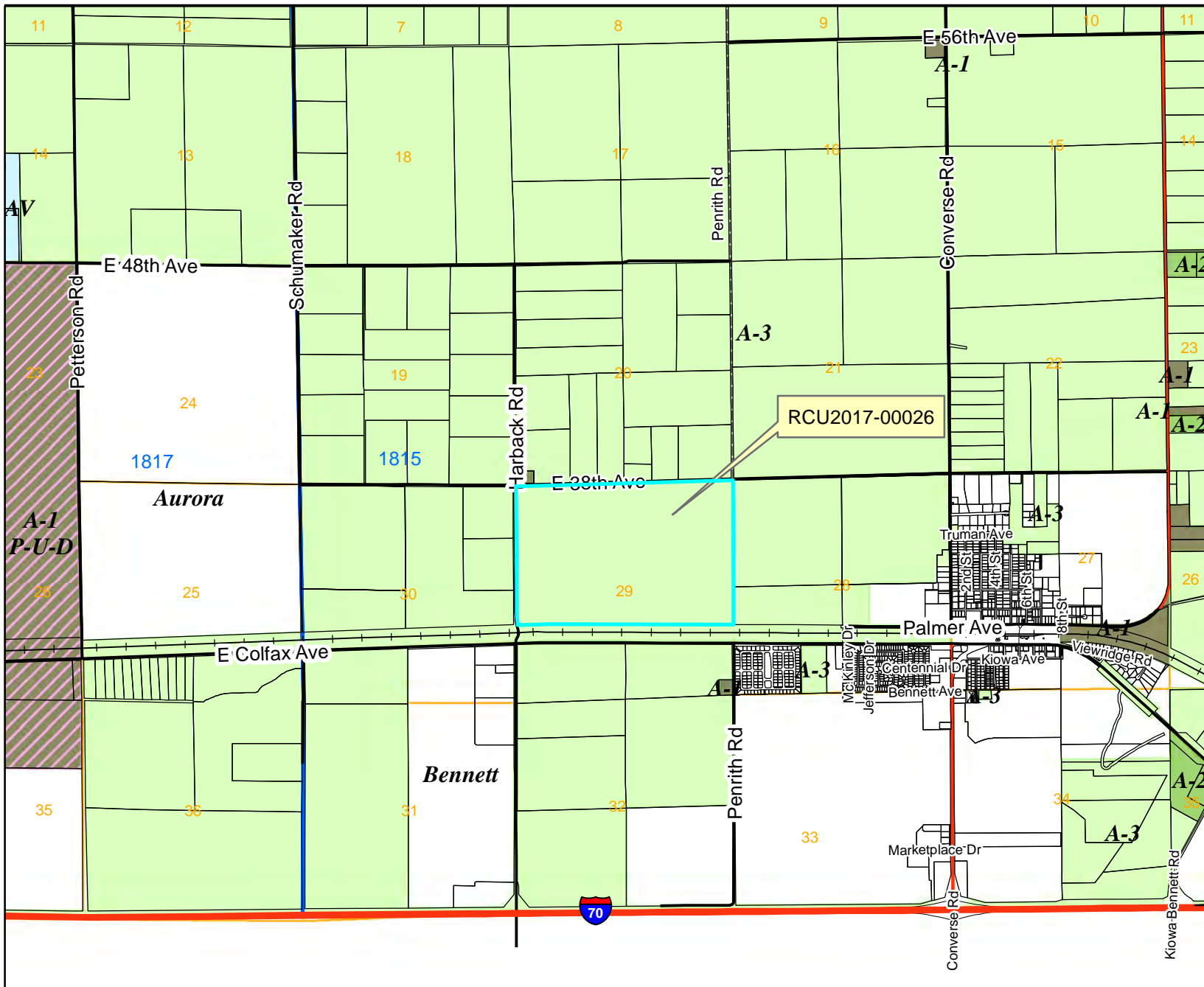
To: Board of County Commissioners  
From: Christopher C. LaRue, Senior Planner  
Subject: RCU2017-00026, Pioneer Solar Project-South Site  
Date: Project October 31, 2017

**ALTERNATIVE RECOMMENDED FINDINGS OF FACT**

If the Board of County Commissioners does not concur with the Staff recommendation of Approval, the following findings may be adopted as part of a decision of Denial:

1. The conditional use is not permitted in the applicable zone district.
2. The conditional use is not consistent with the purposes of these standards and regulations.
3. The conditional use will not comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is not compatible with the surrounding area, not harmonious with the character of the neighborhood, would be detrimental to the immediate area, would be detrimental to the future development of the area, and would be detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has not addressed all off-site impacts.
6. The site is not suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will not provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are not available and adequate to serve the needs of the conditional use as designed and proposed.





**LEGEND**

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- ⊞ Airport Noise Overlay

**Pioneer Solar Project-South Site**

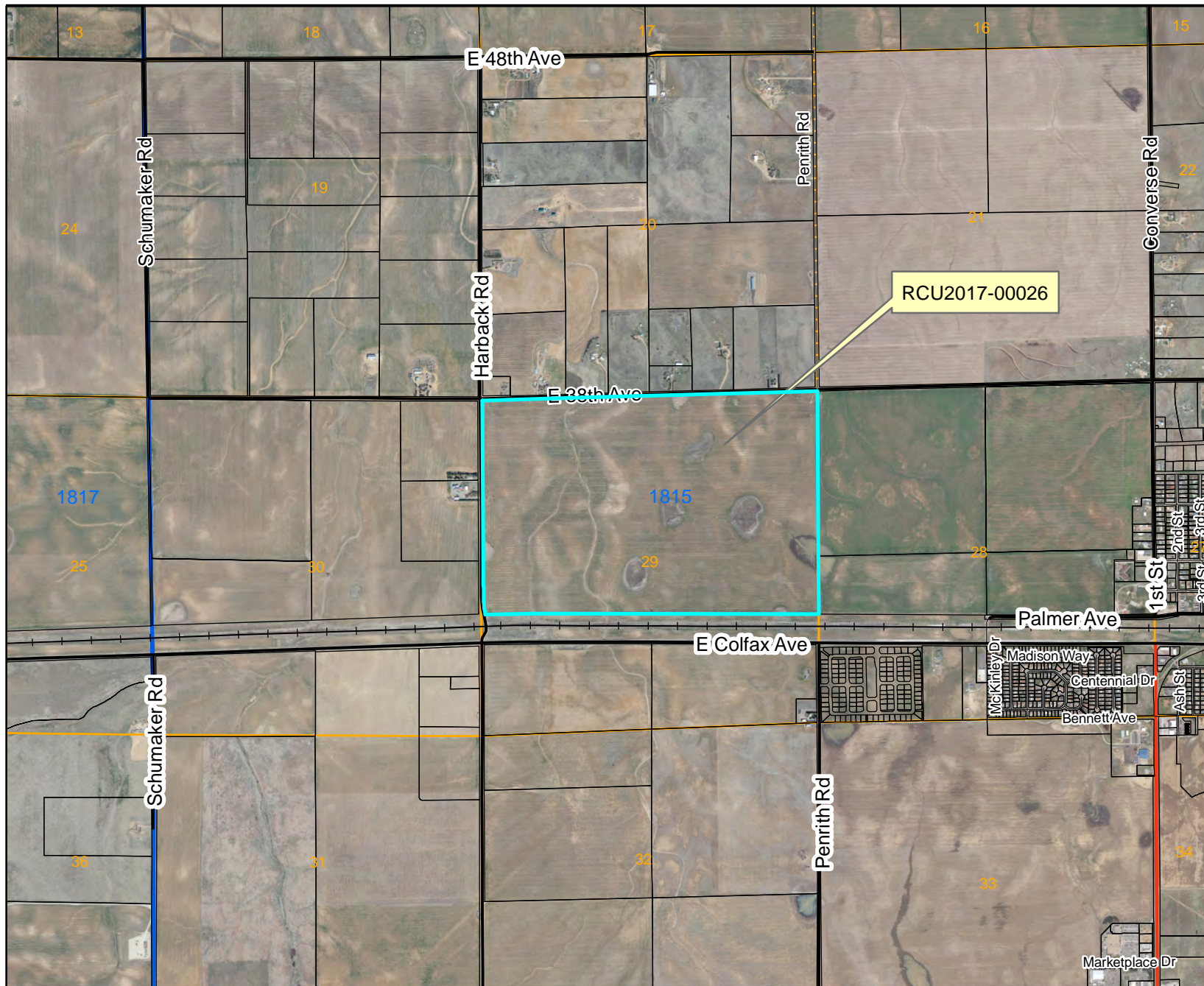
**RCU2017-00026**



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



### LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- ▭ Sections

#### Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

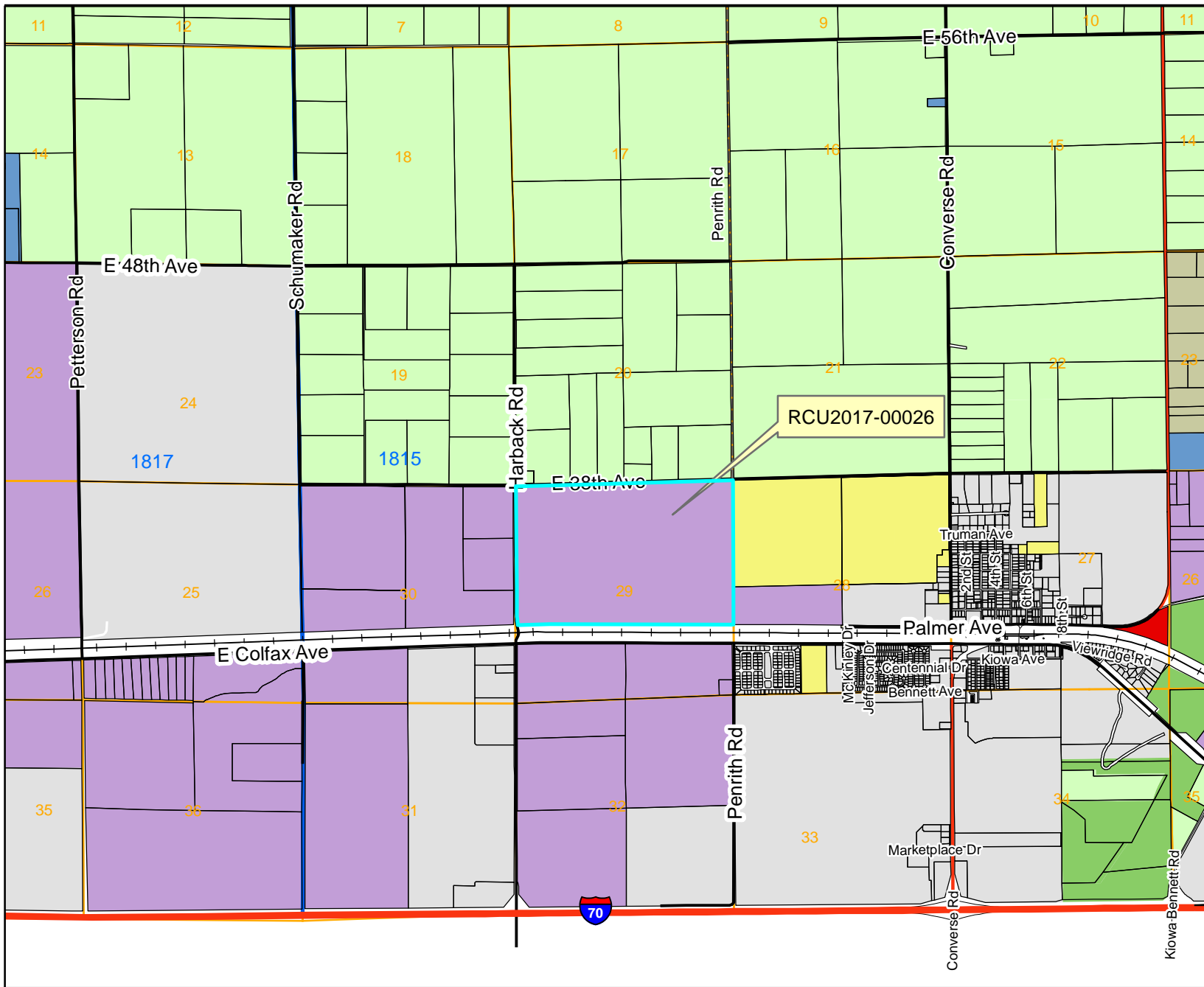
**Pioneer Solar Project-South Site**  
**RCU2017-00026**



For display purposes only.



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### LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections

#### Zoning Districts

- A-1
- A-2
- A-3
- R-E
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- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- ⬜ Airport Noise Overlay

**Pioneer Solar Project-South Site**  
**RCU2017-00026**



For display purposes only.

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## **Submittal Item 4. Written Explanation of the Project**

### **Introduction**

GCL New Energy, Inc. (“GCL” or the “Company”) is seeking a conditional use permit to build an 80 MW<sub>AC</sub> solar project on land located 1-2 miles north and west of the Town of Bennett. The planned name of the Project is Pioneer Solar and the applicant for the Conditional Use Permit (CUP) is Pioneer Solar (CO), LLC (“Pioneer Solar”), a wholly owned subsidiary of GCL New Energy, Inc.

GCL New Energy, Inc. is a leading utility scale solar project developer and independent power producer based in San Ramon, California. GCL New Energy’s motto “Bringing Green Power to Life” demonstrates our commitment to creating a cleaner environment for future generations by investing in clean, renewable energy projects. The Company has developed over 800 megawatts (MW) of solar projects, and has 133 MW of projects under construction in North Carolina and Oregon. Our parent company, GCL New Energy Holdings Limited (stock number 0451.HK), has installed over 4 gigawatts (GW) of solar projects around the world, employs over 20,000 people, and reported more than \$32.5 billion of revenue in 2016.

The land on which the Project would be constructed is currently in agricultural use, zoned as Agriculture-3, and is owned by Douglas J. and Dareth Smialek (Parcel 018150000091). As per the Adams County Land Use Code, a major energy facility including a solar project of this nature is considered as a Conditional Use in all Agricultural Zones.

The fenced area would be used solely for the purposes of the Project, which is expected to have a useful life of 35 years. The area outside the fence would continue as agricultural use. A site location map is included with this CUP application as Submittal Item 5.

The Project would be adjacent to a transmission line owned by IREA that will bring electricity generated by the Project into IREA’s electrical system that also includes the Victory Solar Project and Substation located at the Southwest corner of East 56th Ave and North Converse Road in Adams County, Colorado. The Project consists of two non-contiguous sites that are 1 mile apart.

As requested by Adams County, the two sites that compose the Project will be considered under separate conditional use applications. This application is for the south site, with a fenced area of approximately 335 acres that will have a capacity to generate approximately 42.5 MW<sub>AC</sub>. The north site will have a capacity of approximately 37.5 MW<sub>AC</sub>, bringing the total Project to a combined capacity of 80 MW<sub>AC</sub>.

### **IREA Interconnection**

The Project proposes to interconnect with and sell power to IREA. Both IREA’s need for power generation and interconnection capacity are limited. IREA’s power purchases are limited by electricity usage, IREA’s generation supply obligations, and competing solar projects of a similar size and at a

similar stage currently being put forward in Arapahoe and Elbert Counties. Interconnection capacity is limited by the amount of electricity that can be reliably carried on IREA's 115 kV Brick Center to Victory circuit without requiring potentially uneconomic upgrades. IREA has informed parties that pursuant to the U.S. Public Utility Regulatory Policies Act of 1978 (PURPA) they are prepared to enter into Qualifying Facility (QF) power purchase agreements (QF-PPA) to buy energy from viable projects at a price equal to or less than IREA's avoided cost of additional power once the conditions of viability have been met (see attached IREA letter, Submittal Item 18). The three essential conditions of viability are: (i) execution of an interconnection agreement with IREA, (ii) local government approval of the applicable land use permit, (iii) the Project's ability to demonstrate financing. IREA will sign QF-PPAs with the first projects to achieve these conditions of viability until the available interconnection capacity or energy usage volume of their system has been exhausted. The competing solar projects in Arapahoe and Elbert Counties have the potential to use up the available capacity on the Project's circuit should they meet these conditions first, so time is of the essence with Adams County's review of this Project. Pioneer Solar has committed the resources to be a viable energy provider and is confident in its ability move swiftly through the approval processes to meet the conditions necessary to sign a QF-PPA.

The Project plans to interconnect to the existing IREA 115 kV transmission line that is on the Smialek's property. In April 2017, GCL submitted an interconnection application to IREA for 80 MW<sub>AC</sub> on the Brick Center to Victory 115 kV circuit, and IREA has commenced interconnection studies. The interconnection studies will evaluate the proposed Project's effect on the reliability of IREA's electrical system and the Project's effect on the transmission grid. Additionally, the studies will identify non-binding estimates of cost and construction schedules to interconnect the Project. Following the studies, the Project plans to enter into a Qualifying Facility Large Generator Interconnection Agreement (QF-LGIA) with IREA that incorporates the studies' results and defines the obligations of the parties including regulatory duties in accordance with Federal Energy Regulatory, (FERC), North American Electric Reliability Corporation Commission (NERC), and Western Electricity Coordinating Council (WECC).

### **Project Description**

The Project will consist of over 321,400 photovoltaic solar modules rated at 330 Watt ( $W_{DC}$ ) each. The modules will be configured into strings (series) that will combine and feed the power output into 2.5 MW<sub>AC</sub> inverters. The modules will be mounted on single axis trackers, which will rotate slowly each day to follow the sun at +/- 60 degrees. The maximum height of the solar arrays will be approximately 8 feet to 10 feet above the ground surface, presenting a lower height profile than the Victory substation and the existing high voltage power line. For safety and security purposes, a galvanized and/or coated chain link fence would be installed around the Project at approximately 7 feet in height.

The inverters will be mounted on skids along with smaller transformers that step up the AC output voltage from the inverters from 500 V<sub>AC</sub> to 34.5 kV<sub>AC</sub>. The smaller transformers will then be paralleled into AC collection circuits feeding the Project switchyard.

Power output from the Project's north site will travel to the south site along a 34.5 kV underground collection line to be built by Pioneer Solar along the eastern side of Penrith Road. A 34.5 kV circuit connecting the north site and south site will be buried for approximately a mile. GCL reached an

easement agreement with three landowners who own parcels between the Project's north and south arrays. See Submittal Item 5a of the CUP submittal for the North Site for copies of these easements. The line will be buried within this easement, which is within and/or parallel to IREA's existing, non-exclusive easement for the existing aboveground 115 kV line.

The Project's full 80 MW<sub>AC</sub> power output from the north and south arrays will be collected in the middle of the southern edge of the south site at a single switchyard with a transformer that will step up the power before the Project connects to the existing IREA 115 kV line adjacent to the site. This will be the Project's single point of interconnection (POI). In the switchyard, the lines are controlled with breakers and meet at a transformer that will step up the power. The Project will then interconnect to IREA's 115 kV line at the switchyard with a breaker configuration specified by IREA through an interconnection agreement that will be controllable by IREA. Required communications infrastructure (WECC and NERC compliant) will be located in the control building.

Foundations for the module racking, inverter, transformers, and other equipment will be determined following geotechnical and structural engineering. It is anticipated that the racking structures will be supported by driven galvanized steel piles, which are embedded into the ground. Additional equipment required for the Project will be constructed on appropriate foundations, such as concrete pads or piles. All Project facilities, including access roads, will be constructed according to industry standards and applicable building codes.

A permanent, prefabricated control building (compliant with WECC and NERC codes) will be located at or near the Project switchyard. The control building will be single story and about 600 square feet in size. The building will house communications equipment, control facilities, computer equipment, and software. The control building will provide IREA the required interfaces to remotely disconnect and reconnect the Project to ensure operational safety and grid stability. The building will have a foundation that is compliant with the building code and will be unoccupied; as a result, it will not be sprinkled. Similarly, the Project may use a prefabricated storage building to house spare materials in the same area. No parking lots will be required for this unmanned facility. No lighting will be used at the facility during normal nighttime operations.

The solar facility and PV equipment will utilize high quality materials and components to ensure long-term, reliable and robust performance. The Company has deployed photovoltaic technology in numerous projects and is well suited to construct this facility.

### **Economic Benefits**

An estimate of the Project's economic benefits was recently completed (see Submittal Item 23) and concludes the following:

- The total direct and indirect benefits of construction activity in Adams County amount to \$8.6 million. These benefits are temporary and would occur during the approximately 10-16 month period when the Project is under construction.



- During the operational phase of the Project, the annual direct fiscal benefit in Adams County is \$406,000 in property tax revenue for all local and special districts serving the Project. Of this, approximately \$150,000 in property tax would go directly to Adams County.
- Pioneer Solar is discussing a contingent corporate sponsor agreement for the Town's proposed water infrastructure. Water and water treatment facilities are the bedrock of Bennett's long-term growth plans and Pioneer Solar intends to strike a balance between benefits to the project and to the Town.

### **Conformance with Adams County Conditional Use Permit Criteria**

The following material outlines pertinent criteria from the Adams County Land Use Code 2-02-08-06 to be considered regarding the Project.

#### **4.1. The conditional use is permitted in the applicable zone district.**

The land that will be utilized for the solar facility is privately owned and is zoned for agricultural use, A-3. A solar energy facility is a Major Energy Facility and defined as a conditional use in the Adams County Zone District Regulations. The Project site is compatible with adjacent land uses, and its location in proximity to an existing IREA transmission line and substation makes it an optimum location for a solar energy facility. The Project will be designed and constructed to be compatible with the surrounding area. Lands outside the Project fence will continue to be dryland farmed where wide enough for tractor implements.

#### **4.2. The conditional use is consistent with the purposes of these standards and regulations.**

The Project will be designed and constructed in accordance with all applicable zoning requirements and building codes and in compliance with the requirements and conditions of the CUP issued by Adams County. The Project meets the minimum lot size, setback, and height requirements.

#### **4.3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.**

The Company will ensure that any and all applicable performance standards are met. IREA's transmission line is located directly adjacent to and on the Project site, and running along Penrith Road. The existing line eliminates the need for major transmission line construction. The existing transmission line structures have a height of approximately 60 feet. The maximum height of the solar arrays would be approximately 8 feet to 10 feet above the ground surface. The tallest switchyard structure would present a lower height profile than the existing structures associated with the IREA high voltage power line.

A 7 foot high fence will be installed around the boundary of the Project site for safety purposes. Adjacent landowners have expressed a preference for a fence that is "see-through," rather than

an opaque fence that obstructs their views. Therefore, a chain link fence is proposed to meet the neighbors' preferences, the need for site security, and for public safety around the electrical equipment.

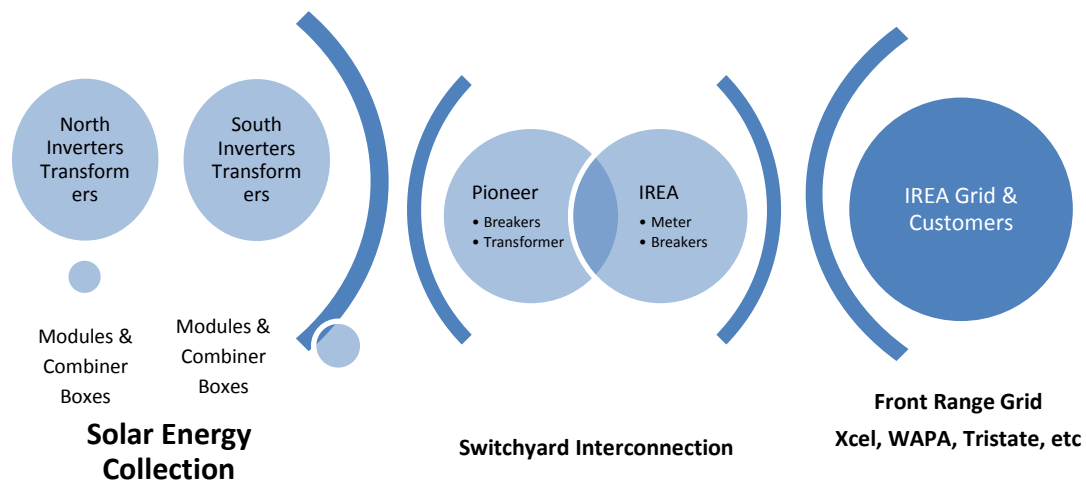
Adams County mapping (<https://gisapp.adcogov.org/Html5Viewer/index.html?viewer=FEMA>) indicates that the Project site is not in a flood hazard area. Therefore, a floodplain use permit is not required. In addition, the Project site is not in a MS4 Permit area. Erosion and sediment control will be accomplished through the application of Best Management Practices (BMPs).

The Project does not involve more than 3,000 square feet of impervious surface. Therefore, a drainage analysis and report has not been completed, in accordance with guidance from Adams County.

## Typical Switchyard Representations

Pioneer's south (RCU 2017-0026) and north (RCU 2017-0025) sites gather electrical energy from solar modules. From the modules, the energy is merged at combiner boxes that connect to inverter transformers. From the inverter transformers buried medium voltages collection lines meet at breakers in Pioneer's side of the new switchyard. From the breakers the energy is transformed to IREA's voltage, metered and title to the energy passes to IREA at the IREA side of the new switchyard. The below figure is a simplified illustration of the Pioneer electrical configuration.

**Figure 1**  
**Pioneer Electrical Configuration**



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RCU 2017-0026 plans to connect and deliver energy to IREA at the new switchyard. The switchyard is a requirement of any solar facility to protect the electric grid and Pioneer from electrical disruptions. The switchyard includes a series of automatic and manual breakers that are controlled by IREA to disconnect Pioneer from its transmission line under certain conditions. The configuration of the switchyard is determined by IREA through the generator interconnection study process. IREA's interconnection studies determine any impacts on the transmission grid and the facilities required to connect Pioneer to IREA's transmission line. The results of the interconnection studies are incorporated into an interconnection agreement between IREA and Pioneer. Among other matters, the interconnection agreement defines certain obligations between the parties as they relate to the design, construction, ownership, and operation of the switchyard and Pioneer. Federal and state statutes regulated the interconnection study process and agreement. Statutes are implemented through various agencies including the Federal Regulatory Energy Commission, the North American Reliability Corporation, and Western Electric Coordinating Council.

The exact nature of the IREA switchyard and Pioneer obligations and design will not be fully known until the IREA interconnection agreement is signed, construction documents are completed, and building permits are issued which will all incorporate the interconnection agreement obligations. Nonetheless, the below figures illustrate IREA and Pioneer's proposed Point of Interconnection ("POI"), and switchyard alternatives the parties are conceptual reviewing in the study process.

Illustrations of the switchyard and similar switchyard equipment are provided in the photographs that follow. It is anticipated that the heights of the typical structures, including transformers and breakers, would be 15-20 feet.

**Figure 2**  
**IREA/Pioneer POI & Transmission Line: Approaching from West & East**  
**Colfax**



**Figure 3**  
**Typical Switchyard Structures**



Typical Transformer



Typical Switchyard Breakers

Fence Demarks Ownership

**4.4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.**

The conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation. Once operating, the facility will be largely unmanned.

The Project site is located within an area designated for mixed use employment in the Adams County Comprehensive Plan. This land use designation encompasses a large area of Adams County, extending in a nearly continuous band for more than 20 miles, reaching from the Town of Bennett west and north to Front Range Airport and Denver International Airport. Most of this area is currently vacant or in agricultural use, providing a long term reserve for this land use designation. For the anticipated 35-year Project life, other uses such as mixed use employment would be precluded from the 335 acre site. However, at some point in the future, the limited amount of development required for the Project can be easily removed and the site made available for other uses. In the interim, the solar facility will achieve some of the goals of the mixed use employment district, including contributing to the tax base and representing a technology-related use and clean industry that are identified as primary uses in the district.

In addition, the solar facility will be compatible with other land uses in the district and may even act as an attractant to developers and users interested in being part of a district where tangible efforts are being made to transition to sustainable energy. This is consistent with the direction established by the Adams County Comprehensive Plan, which states under Policy 8.2: Encourage Sustainable Development Practices that the county should "Ensure that new development provides for access to solar, wind and other alternative energy sources."

The Project is also consistent with the Town of Bennett's 2015 Comprehensive Plan. The Project is inside of Bennett's "Area of Planning Interest" that identifies "Rural Preservation" as an objective. At the end of the 35-year lease, Pioneer Solar is obligated to restore the property to its original agricultural use, consequently preserving the rural land use.

The photovoltaic modules are specifically designed to absorb light (thus generating electricity), rather than reflecting light. Thus, this facility is not expected to pose issues related to glare. The Project will be built on the existing ground surface, and grading on the site will be kept to a minimum, thus avoiding dust issues. A native low growth seed mix will be utilized to revegetate any areas disturbed during construction, including areas under the solar arrays. This will further mitigate potential dust generation concerns during the operational phase of the Project.



There will be no lighting during nighttime hours, and there will be no lighting on the perimeter of the facility or to illuminate the arrays. Certain areas, such as the operations and maintenance (O&M) storage shed and the driveway access points, will have lighting capabilities in the event that emergency nighttime maintenance is required. Under normal conditions, there will be no lighting at the facility during nighttime hours.

Several residences are located within ¼ mile of the Project site boundary. Most of these residences (9) are located near the southern property along E. 38<sup>th</sup> Avenue. A few additional residences are located within ½ mile of the south site boundary. Those residences located near the south site are either located within a complex of agricultural uses, i.e., barns and other out buildings, or are situated on large lots (10 acres +). The Company held a neighborhood meeting on May 1, 2017 and met with the owners of several of these residences (see Submittal Item 11). As a result of the input received from adjacent landowners, the Project layout was modified, and measures were incorporated in the Project design to respond to identified concerns. These modifications include increasing the setback from E. 38<sup>th</sup> Avenue to approximately 400-600 feet and continuing to cultivate the land within the buffer strip. Additionally, the Project is conducting on-going meetings with neighbors to address concerns such as the existing flooding of 38<sup>th</sup> and opportunities to work together in support of the Project.

The results of these modifications are depicted in a series of photographs that were taken to represent the view from residences located along E. 38<sup>th</sup> (Submittal Item 21). The photos depict the existing Victory Solar facility immediately north of Bennett and were taken from a distances and directions representative of viewing conditions from the residences nearest the Project (see distances on each photo page). As shown in the representative photographs, the Project would be visible in views from residences along E. 38<sup>th</sup>, but the solar panels do not dominate the view and become background visual elements in views from residences located further north from the road. Residences in the project vicinity along E. 38<sup>th</sup> are set back from the road by a distance ranging from approximately 120 to 850 feet. These distances, combined with the setback of 500-700 feet to the panels south of E. 38<sup>th</sup>, result in residences having a buffer distance of approximately 620 to 1,500 feet in width.

Additional mitigation measures would be implemented to further reduce visual effects, including the establishment of tree and shrub plantings consisting of native or adapted species, such as American Plum, juniper (various varieties), and pinon pine. The plantings would be located along the north fence line and watered initially in order to assure good establishment. Water trucks or a temporary irrigation system would be utilized during the establishment period. Additional exhibits will be prepared and presented during the public hearings that demonstrate the effectiveness of planned mitigation measures in reducing visual impacts.

**4.5. The conditional use permit has addressed all off-site impacts.**

The Project is not expected to produce significant off-site impacts. During normal operations, the Project will not produce any pollution, glare, noise, emissions, or heavy traffic. Off-site impacts during the construction phase of the Project will be primarily due to construction traffic, which would last approximately 10-16 months depending on the final procurement and construction plan. During peak construction periods, between 150 to 200 people will be on site. The Project will require the construction contractor to route construction traffic in a manner that will minimize neighborhood disturbance. Dust control measures will be implemented, including the use of water trucks that will spray the site and county roads on a daily or as needed basis.

A traffic impact study is not required for this Project, as the facility will not generate more than 20 vehicles per day throughout operations. This was affirmed at the Conceptual Review Meeting.

After construction is completed and the solar facility is operating, its performance will be monitored through sophisticated data acquisition equipment that tracks production and allows remote system monitoring. The Project will require only periodic maintenance visits with a normal passenger vehicle. The long term operation and maintenance of the facility will be conducted in a clean and safe manner. Water, sewer, septic, and other utility services are not required for this facility, as it will be unoccupied on a day-to-day basis once fully operational. Operation of the facility would generate approximately 1 vehicle visit per week with minimal (0-4) staff for maintenance purposes. Once operating, the solar energy production will be virtually silent, and it will produce no emissions, smoke, fumes, or odors.

The Project is located approximately 2.5 miles east of the Front Range Airport. A Determination of No Hazard to air navigation has been requested from the Federal Aviation Administration (FAA) for the Project and approved. See Submittal Item 22a for copies of the FAA Form 7460-1.

**4.6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.**

Environmental studies and surveys have been completed for the Project site. A site investigation was conducted to identify the occurrence of wetlands on the site. No potentially jurisdictional wetlands or other waters of the U.S. were observed within the project site. The results of the wetlands investigations are documented in Submittal Item 26 on the flash drive.

A survey of biological resources literature and mapping was performed, which resulted in a determination that no sensitive or special status species or important wildlife habitat was

present on the site. No raptor nests were observed on the site. No sensitive or special status species were observed during site surveys, and available mapping does not indicate the potential for any sensitive or special status species occurring. No active prairie dog colonies were observed nearby or on the site. Therefore, due to the lack of any significant wildlife habitat on site, development and use of the site for solar energy production would not be expected to result in any conflicts with sensitive or important wildlife species or their habitats. The results of the biological survey are documented in Submittal Item 27 on the flash drive.

Logan Simpson, in its capacity as a consultant for GCL, conducted a records search for cultural resources through the Colorado Historical Society/Office of Archaeology and Historical Preservation (OAHP) Compass online database on March 3, 2017. There are no National Register of Historic Places listed properties located within the Project site. Historic General Land Office (GLO) records and historic United States Geological Survey (USGS) topographic maps also were reviewed to identify historic features documented within the Project area. The records search revealed that one previously recorded site exists within the Project area. This site is a 430-foot-long linear section of railroad alignment where it crosses Harback Road, 200 feet north of US 36. This site has been recommended Field Eligible; however, it is outside of the Project boundary. Additional information on the records search is provided in Submittal Item 28 on a flash drive.

A Phase I Environmental Site Assessment was conducted for the Project site. The Phase I assessment revealed no evidence of recognized or historical environmental conditions in connection with the property. An executive summary of the Phase 1 report is available as Submittal Item 22. A complete copy of the report, including appendices, was submitted to Adams County on a flash drive as Submittal Item 29 and is available for review upon request.

The Project is not located in Important Farmlands, and there are no other resources mapped in the vicinity of the site.

**4.7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.**

A preliminary site plan for the Project is attached to this submittal package. As shown in the site plan and as previously described, the Project will not require any formal parking areas, and no lighting will be used at the facility during normal nighttime operations. GCL specifically designs solar facilities to maximize the available flat land located on a Project site, including the provision of unpaved, internal roads that provide access for operations and maintenance. A galvanized and or coated chain link fence would be installed around the Project at approximately 7 feet in height.

In order to minimize dust generation and weeds, the site will be revegetated following construction using a native seed mix. No additional landscape treatment is proposed. This would be in keeping with the existing character of the area. In addition, the strip of land south of E 38<sup>th</sup> Avenue will continue to be cultivated, which will maintain some of the existing character of the site.

**4.8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designated and proposed.**

The normally unmanned solar facility will not require an onsite water supply. Potable water will be brought to the site for all individuals onsite during the construction and operations phase of the Project. Any additional water needed during the construction phase of the Project will be supplied from an offsite source. The Company is exploring options for delivery of water to the site for dust mitigation during construction. It is expected that natural rain and snow will provide for much of the solar panel washing during the operational phase of the Project. If additional solar panel washing by maintenance personnel is needed to ensure optimal power generation, water would be obtained through a commercial vendor that would deliver water to the site by truck. However, if an alternate water supply, e.g. purchase of a water tap, prove to more economical or efficient, these sources will be considered. The Project is not dependent on alternate sources and can proceed with water provided through commercial sources.

No permanent sanitary facilities or septic system will be required for the Project. Portable sanitary facilities will be provided for the construction of the Project.

The Project will be built mostly on the existing ground surface and site grading will be minimized as much as possible, thus reducing the potential for dust generation. The site grading will also be designed to preserve the pre-development drainage pattern as much as possible. Given the fact that no significant changes to the drainage pattern are anticipated and no paved (impervious) access roads are proposed, the Project is expected to result in only a nominal change to storm water runoff. Nonetheless, the Project will submit storm water drainage plans with the building permit application.

In response to an issue identified by adjacent landowners, the storm water drainage plan will seek to mitigate existing flooding of a neighboring driveway (Gresham) at 44601 E 38th Avenue. The mitigation efforts will be limited to commercially reasonable expenditures, including ditch grading along 38th Avenue, cleaning out the culvert between the Smialeks' and Gresham's property that runs under 38th Avenue, the placement of a rip rack at the entrance to the foregoing culvert, and other reasonable efforts.

Vegetation on the site will be restored to low growing, native grasses and a 10 foot area free of brush will be maintained around the arrays. A vegetation management plan that demonstrates

how the Project will be maintained in a condition that complies with applicable fire regulations adopted by the Bennett Fire Protection District is included as Submittal Item 22. In addition:

- All access for the site will conform to the fire apparatus design criteria outlined in the 2012 International Fire Code (IFC) including Submittal Item D. This will be important in designing the access points etc. Minimum Class 6 road base 6" depth at 80% compaction. 20' to 26' road widths depending on length.
- All gates and access will require fire department KNOX key hardware. This can be ordered through the fire district office.
- Other simple requirements include proper facility address signage, etc.

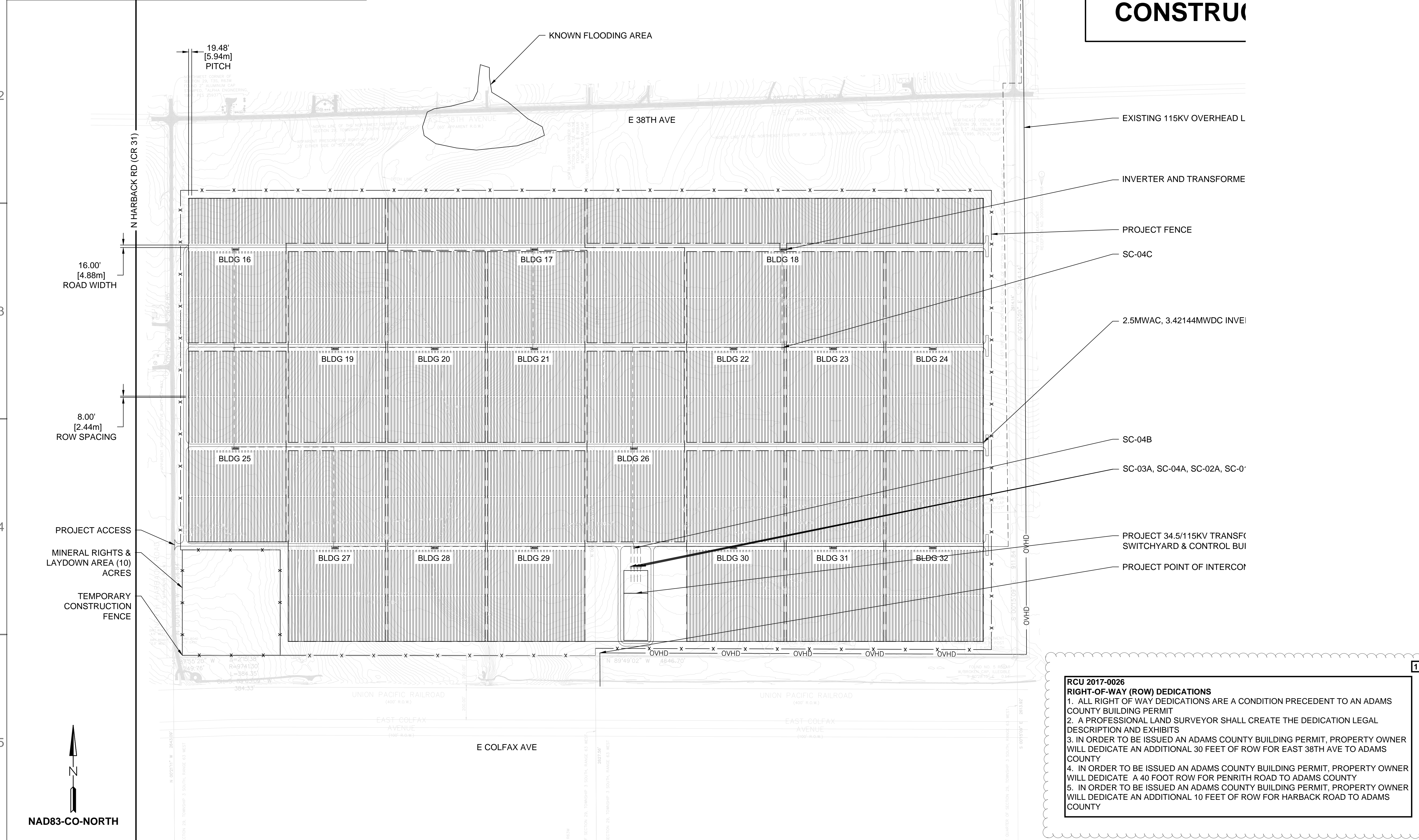
The Project site can be accessed from Harback Road and 38th Avenue. The Project will adhere to all applicable setback requirements and will meet or exceed all setback footages. ROW dedication surveys have been completed per guidance from the Conceptual Review Meeting. These dedications reflect comments received from Adams County regarding necessary right-of-way dedications, and can be provided upon request. Adams County Standards are summarized below:

- E 38th Ave, Penrith Rd, and Harback Rd are all section line arterials. As per Adams County Standards, structures in A-3 zoning must be 120 feet away from middle of section line arterial Roads. As shown in Submittal Item 5 (site plan), Project facilities meet or exceed these setback requirements.
- As per Transportation Plan 2012, Harback Rd, E 38th Ave, and Penrith Rd, are all rural collectors, which requires a 1/2 street right-of-way (ROW) width of 40 feet. Dedication will be required along the property to meet the 1/2 street width of 40 feet. A strip of land 40 feet in width along the north property line will be dedicated for right-of-way for E. 48th Avenue. A strip of land 40' in width along the east property line will be dedicated for right-of-way for Penrith Road. Finally, a strip of land 40 feet in width along the west property line will be dedicated for right-of-way for Harback Road.

One access point is proposed off of N. Harback Road. Access points will be in compliance with street standards and driveway separation.

OVERALL SYSTEM DESCRIPTION	
MODULE TYPE	(831,776) GCL,330W,GCL-P6/72H30330W
SYSTEM SIZE (DC)	109,486.08 KWDC
SYSTEM SIZE (AC)	80,000 KWAC
TRACKER TYPE	NEXTRACKER SELF POWERED SINGLE AXIS TRACKER----
INVERTER	(82) TMEIC PVH-L2500GR 2500KW
TRANSFORMER	(82) 2500 KVA
PROJECT AREA (FENCED)	N. PARCELS (281) ACRES, S. PARCEL (330) ACRES
GCR	33%
SOUTH ARRAY DESCRIPTION	
MODULE TYPE	(176,256) GCL,330W,GCL-P6/72H30330W
SYSTEM SIZE (DC)	58,164.48 KWDC
SYSTEM SIZE (AC)	42,500 KWAC
TRACKER TYPE	NEXTRACKER SELF POWERED SINGLE AXIS TRACKER----
INVERTER	(17) TMEIC PVH-L2500GR 2500KW
TRANSFORMER	(17) 2500 KVA

- SHEET NOTES:**
1. TRACKER, MODULE & MANUFACTURER/ MC BE REPLACED BY BC APPROVED EQUIVAL
  2. ACCESS TO SITE & S FIRE AHJ REQUIRED CRITERIA
  3. SITE SIGNAGE TO CO DESIGN CRITERIA & /
  4. **THIS DRAW CONSTRU**



1 REFERRAL COMMENTS COMPLETED BY PIONEER SOLAR (CO), LLC

**RCU 2017-0026**  
**RIGHT-OF-WAY (ROW) DEDICATIONS**  
 1. ALL RIGHT OF WAY DEDICATIONS ARE A CONDITION PRECEDENT TO AN ADAMS COUNTY BUILDING PERMIT  
 2. A PROFESSIONAL LAND SURVEYOR SHALL CREATE THE DEDICATION LEGAL DESCRIPTION AND EXHIBITS  
 3. IN ORDER TO BE ISSUED AN ADAMS COUNTY BUILDING PERMIT, PROPERTY OWNER WILL DEDICATE AN ADDITIONAL 30 FEET OF ROW FOR EAST 38TH AVE TO ADAMS COUNTY  
 4. IN ORDER TO BE ISSUED AN ADAMS COUNTY BUILDING PERMIT, PROPERTY OWNER WILL DEDICATE A 40 FOOT ROW FOR PENRITH ROAD TO ADAMS COUNTY  
 5. IN ORDER TO BE ISSUED AN ADAMS COUNTY BUILDING PERMIT, PROPERTY OWNER WILL DEDICATE AN ADDITIONAL 10 FEET OF ROW FOR HARBACK ROAD TO ADAMS COUNTY



# Neighborhood Meeting Summary

## May 1, 2017

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### Time and Location

The neighborhood meeting was held at the Bennett Community Center and took place from 5:00-7:00pm on Monday May 1<sup>st</sup>, 2017.

### Summary

The purpose of the neighborhood meeting was to present information about the proposed solar project to residents of the Town of Bennett and Adams County and gather public comments and feedback. Approximately 15 people attended the meeting. Property owners within 1,000 feet of the proposed solar sites were notified via mailed letters. The meeting was also mentioned in the I-70 Scout local newspaper on April 25<sup>th</sup>, 2017. The Town Manager, Mayor and Superintendent of the School District were invited to attend.

Comment forms were provided for meeting participants to fill out and submit. Provided on the comment form was also the email of Doug Carter in case a participant wished to email their comments rather than submit them at the meeting. Seven 30x40 boards were exhibited at the meeting. The boards provided information relating to the site design, project characteristics, project timeline and GCL New Energy Inc.

### Feedback

The main issues that were voiced in the meeting included:

- Set-backs from residential properties
- Fencing materials used to screen the site
- Road improvements
- Property values
- Views and aesthetics

These concerns have been addressed through site design alterations. The new proposed site design includes larger setbacks from the residential properties and the relocation of the switchyard further away from residential properties.

### Photos:

Photos were taken during the meeting to document attendance and board layout.



Welcome board and meeting attendees at the Bennett Community Center.



GCL Company board and meeting attendees.



# Pioneer Solar Project

## Neighborhood Meeting Sign-in Sheet

May 1, 2017

Print Name	Affiliation	Address	E-mail
Steven Vetter	E-70 Scout		svetter@i-70scout.com
Jose Rodriguez			
Deb Gray + Ron	Parent		
Wade Thornburg	Neighbor landowner		jw.thornburg@comcast.net
Carl & Bettie PANNEL	Neighbors	45053 E 38 <sup>th</sup> Ave	
Lower Pileid	Neighbor	43451 E 35 <sup>th</sup> Ave	
Trent Forrester		4350 N. Harback RD.	
BILL SHIELDS	NEIGHBOR	44851 E 38 AVE	
Victor Martinez	Neighbor	44151 E 38 Ave	





## Pioneer Solar Project-Comment Form

Your Name Wade Thornburg

Affiliation Adjacent Landowner

E-mail Address jw.thornburg@comcast.net

Mailing Address, State, Zip 244 Jackson Ct. Bennett, CO 80102

Please provide any feedback regarding the solar project in the box below. Comments can also be emailed to Doug Carter at douglas\_b\_carter@me.com

### Comments:

1. Would prefer plain chain-link for fencing.
2. Would prefer a remote location for substation and switch yard. Seems like next to railroad would be better than closer to houses

# Pioneer Solar Project

Neighborhood Meeting

May 1, 2017



## **PURPOSE:**

The purpose of a neighborhood meeting is to present the development concept to citizens and for the citizens to identify, list and discuss the issues related to the development proposal.

## **How to participate:**

1. Learn about the project and ask questions.
2. Provide input using the comment forms.
3. Learn more about the Adams County Review process and future public hearings.





# Project Information

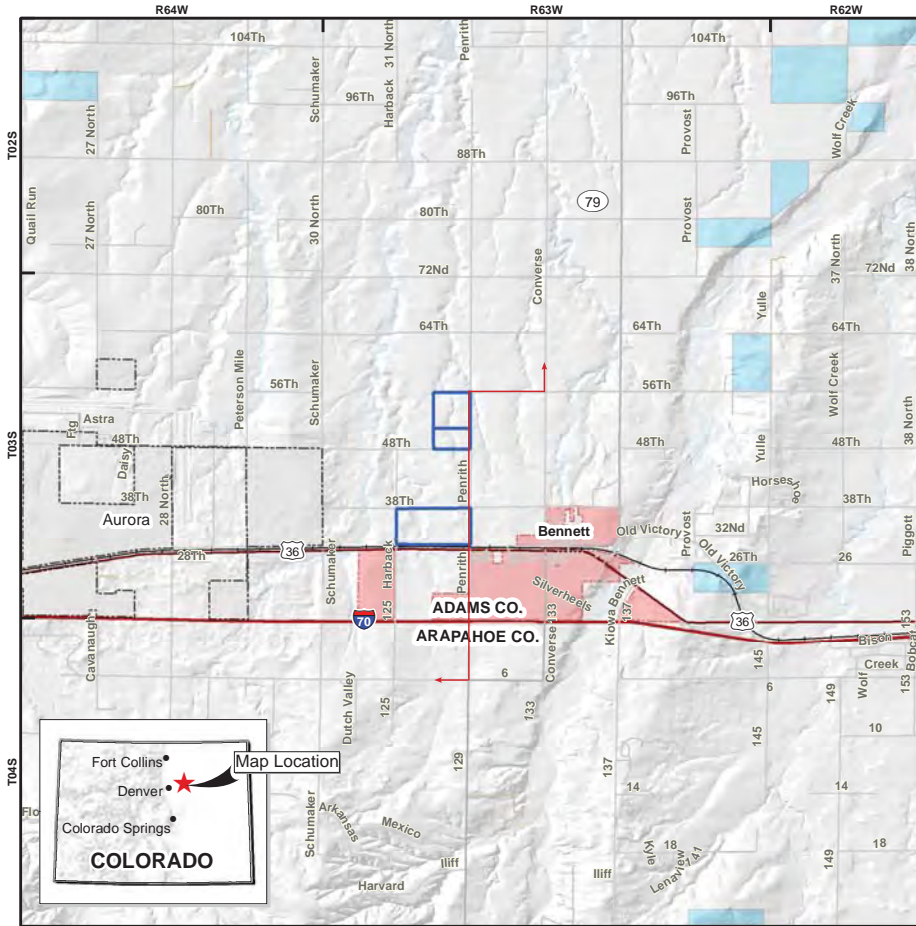
**Company:** GCL New Energy Inc. ("GCL")

**Project Type:** 80 Megawatt Photovoltaic Solar Facility

**Current Land Owners:** Doug and Dareth Smialek

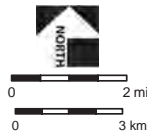
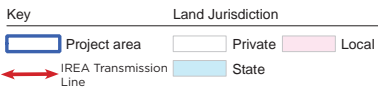
**Location:** Northwest of Bennett in Adams County. The three parcels are adjacent to the Intermountain Rural Electric Association (IREA) 115 kV transmission line, near the existing Victory Solar project.

**Project Size:** Approximately 635 acres of land currently zoned as Agriculture-3.



**Project Location**

Source: Land Jurisdiction provided by Colorado State University COMaP (2014); NAD 1983, UTM Zone 13



# Project Overview

## Estimated Property Taxes

District	Bennett School District 29J	Fire District 7	Rangeview Library District	Lost Creek Ground Water	Adams County	Total
<b>Mill Levy</b>	32.5940	9.0630	3.6590	0.8620	27.0550	73.2330
<b>Year 1</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 2</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 3</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 4</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 5</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 6</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 7</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 8</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 9</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 10</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 11</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 12</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 13</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 14</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 15</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 16</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 17</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 18</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 19</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911
<b>Year 20</b>	\$181,105	\$50,358	\$20,331	\$4,790	\$150,328	\$406,911

Over the life of the project, Pioneer Solar will contribute over \$8 million dollars in taxes to the Bennett School District, Fire District and others.



Existing IREA substation and transmission line.



Similar solar panels at nearby Victory Solar Project. The maximum height of the panels is approximately 8 feet.

# Key Project Characteristics



- Construction phase is planned to extend over a 1 year period.

- Construction traffic will be routed to minimize neighborhood disturbance and dust control measures will be implemented.

- Minimal (2-4) on-site staff may be present once project is operational.



- Light traffic once operational - approximately 1 vehicle per day.

- Once operating, the solar energy production will be quiet and not produce any emissions, smoke, fumes, or odors.

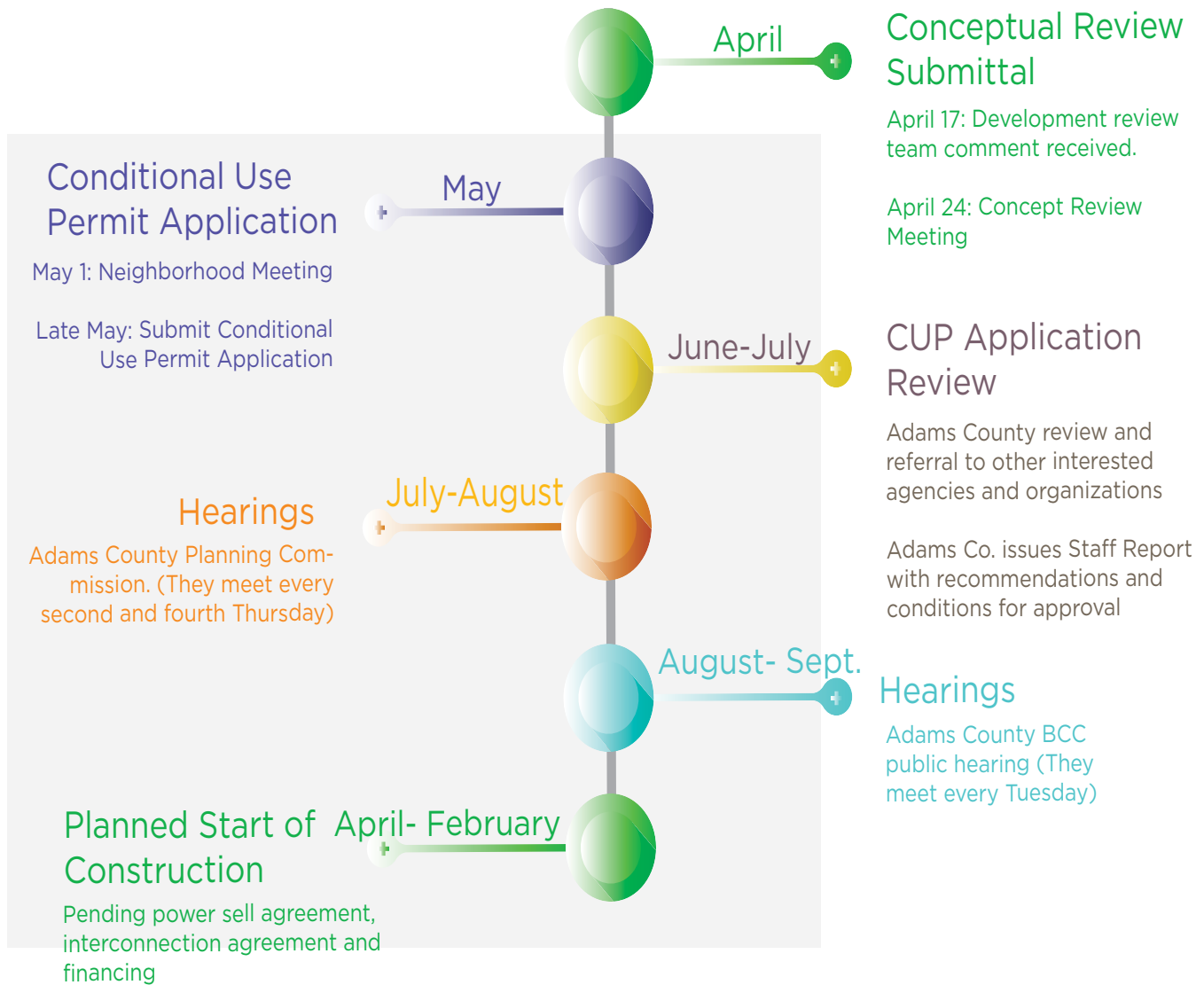
- A low growth, native seed mix will be utilized to re-vegetate the site and mitigate dust generation during the operational phase.



- Under normal conditions, there will be no night-time lighting at the facility.

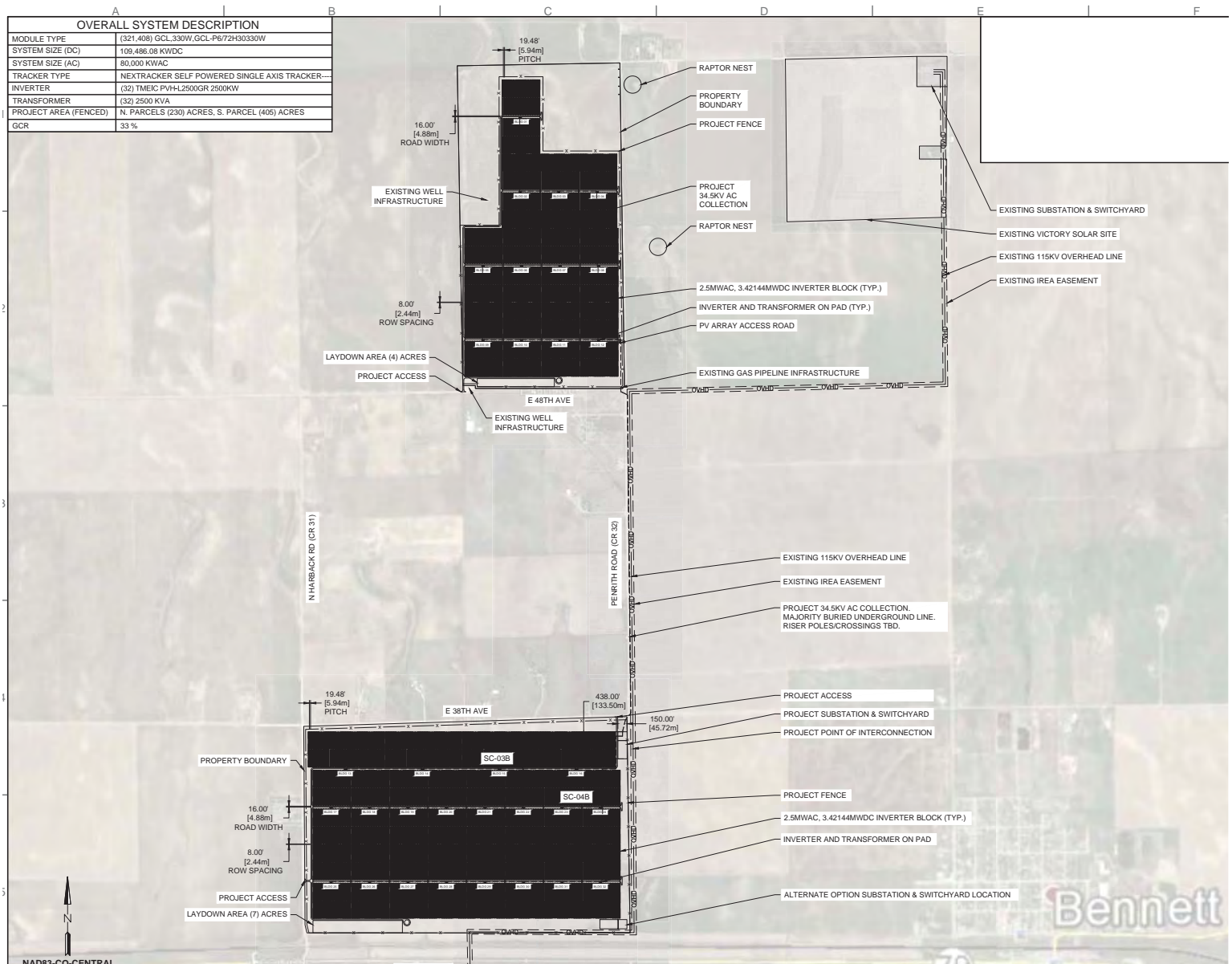
- A 7' high fence will be installed around the boundary of the Project site for safety purposes.

# Project Milestones





# Preliminary Site Plan



# GCL New Energy, Inc.

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GCL New Energy's motto "Bringing Green Power to Life" demonstrates our commitment to creating a cleaner environment for future generations by investing in clean, renewable energy projects. We strive to be considerate, active members of the local communities where we operate because we believe that to have good neighbors, we must be good neighbors. Solar power is one of the fastest growing sources of employment today and one of the major industries of the future, and we welcome opportunities to listen to our neighbors' ideas. We look forward to joining your community!

GCL New Energy, Inc. is a leading utility scale solar project developer and independent power producer based in San Ramon, California. We have developed over 800 megawatts (MW) of solar projects, and have 133 MW of projects under construction in North Carolina and Oregon. Our parent company GCL New Energy Holdings Limited (stock number 0451.HK) has installed over 4 gigawatts (GW) of solar projects around the world, employs over 20,000 people, and reported more than \$32.5 billion of revenue in 2016.





**From:** [Douglas Carter](#)  
**To:** [Chris LaRue](#)  
**Cc:** ["Jeremy Call"](#); ["Marina Solomon"](#)  
**Subject:** RCU 2017-0026 (South Site) Site Neighbor collaborated site improvements  
**Date:** Friday, September 22, 2017 2:10:41 PM

---

Hi Chris,

Thanks for the call asking for clarifications regarding RCU 2017-0026 (South Site) site improvements that the Pioneer Solar (CO), LLC (Pioneer) has committed to perform. We reached the site improvements scope of work after about 25 meetings with the neighbors starting in March and continuing into September. I pulled the below language from a draft agreement with the Town of Bennett whom, subject to their Board of Trustee approval, has verbally agreed to sell water to the pioneer for the vegetation.

“...Pioneer is committed to working with their neighbors to mitigate visual impacts. At the South Site Pioneer has agreed to; a) install the site’s fence 300 to 500 feet south of 38<sup>th</sup> avenue, (the “Visual Buffer”), b) install and maintain drought resistant Vegetation (Cotoneaster, or Nannyberry Viburnum, or Elderberry or Siberian Pea Shrub plants all in the 5 gallon size) located at the exterior of the perimeter fence, c) install a drip water system to grow the Vegetation with purchased water creating a visual obstruction to the site fence, d) purchase water needed for up to ten (10) years for the Vegetation to take hold, and d) pledge up to \$75,000 to repair drainage affecting certain neighbors. At the South Site, the Smialek’s have agreed to farm their Visual Buffer which keeps the Visual Buffer in agricultural use. At both sites, Pioneer will maintain the sites in accordance with the Vegetation Management Plan submitted to Adams County under permit applications RCU 2017-0025 and RCU 2017-0026...”

Additionally, please see the enclosed link (<https://logansimpson.sharefile.com/share?#/view/seed439267c44a6eb>) looking southeast near the corner of 38<sup>th</sup> and Harback and looking northwest from Colfax (both before and after). Please note we are awaiting some drawing from IREA to finalize the looking northwest from Colfax switchyard view and we are not installing junipers (the bigger plants) so these picture is not quite complete. We plan to make the final photo-simulations part of our presentation.

Kind Regards

Douglas B Carter  
Io Development LLC – Managing Member  
303-317-5526 (O)  
303-808-6955 (M)

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Community & Economic  
Development Department  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000  
Brighton, CO 80601-8204  
PHONE 720.523.6800  
FAX 720.523.6998

## **Development Review Team Comments**

**Date:** 7/5/2017

**Project Number:** RCU2017-00026

**Project Name:** Pioneer Solar Project-South Site

### **Note to Applicant:**

The following review comments and information from the Development Review Team is based on submitted documents only. For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

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**Commenting Division:** Building Review

**Name of Reviewer:** Justin Blair

**Date:** 05/31/2017

**Email:** jblair@adcogov.org

**No Comment**

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**Commenting Division:** Engineering Review

**Name of Reviewer:** Greg Labrie

**Date:** 06/20/2017

**Email:** glabrie@adcogov.org

**Complete**

ENG1; Two copies of the construction design package for the site improvements must be sent to the Adams County One Stop Permit Center for review and approval from Development Engineering and for the issuance of any construction permits. The costs for the design review process can be found on the Adams County Website at the One Stop Permit Center page.

ENG2: Flood Insurance Rate Map – FIRM Panel # (08001C0715H), Federal Emergency Management Agency, January 20, 2016. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

ENG3: The project site is not located in a NRCO district. An environmental assessment is not required.

ENG4: The project site is NOT within the County's MS4 Stormwater Permit area. The use of erosion and sediment control BMPs are expected. The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements.

ENG5: The applicant's proposed scope of work shows the new addition of impervious surface is less than 3,000 square feet. A drainage study and analysis is not required. A grading and drainage plan will be required for any propose change in grade or improvements to the site.

ENG6: 38th Avenue, Colfax Avenue and Harback Avenue are classified as arterial roads. Only one access from the property parcels will be allowed onto arterial roads per Chapter 8 of the Adams County Development Review Manual and Regulations.

ENG7: A trip generation analysis will be required for this development.

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**Commenting Division:** Environmental Analyst Review

**Name of Reviewer:** Jen Rutter

**Date:** 05/31/2017

**Email:** jrutter@adcogov.org

**No Comment**

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**Commenting Division:** Parks Review

**Name of Reviewer:** Aaron Clark

**Date:** 05/31/2017

**Email:** aclark@adcogov.org

**No Comment**

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**Commenting Division:** Planner Review

**Name of Reviewer:** Chris LaRue

**Date:** 07/05/2017

**Email:** clarue@adcogov.org

**Resubmittal Required**

PLN1. Request is for a conditional use permit (CUP) for a Solar Facility in the A-3 zone district. The site would produce 42.5 MW.

PLN2. Per Section 3-07-01 a CUP is required for a solar power facility.

PLN3. Per Section 2-02-08, the Board of County Commissioners (BOCC) will decide whether to approve/deny a CUP. Also, Per Section 2-02-08-05 the application will require two public hearings before both the Planning Commission and the BOCC.

PLN4. The properties are located in the A-3 zone district. Per Section 3-10-01 the purpose of the Agricultural-3 District is to provide land primarily in holdings of at least 35 acres for dryland or irrigated farming, pasturage, or other related food production uses.

PLN5. Parcel 0181500000091 is located within the Mixed Use Employment future land use designation. This land use category allows a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. Properties around Denver International Airport, Front Range Airport, and the I-70 corridor are designated for future Mixed Use Employment to preserve future long-term opportunities for employment growth in these areas, but any future development in these areas should be phased and concentrated around where urban services and infrastructure are most readily available.

PLN6. Other structures or equipment necessary to convert / transmit the solar energy into the power grid would need to be included within the CUP application.

PLN7. Several concerns include:

a. The application indicates power output from the north site will travel south along a 34.5 kV underground collection to be built along Penrith Road. These parcels were not included in the overall application and a new notice may be required. Can you provide more information on the location of this line? Is also indicated there could be possible above ground poles. These parcels were not included in the overall application and a new notice may be required. Can you provide more information on the location of this infrastructure?

b. Reference is made to a substation that will be required on the southern site. Please provide more details on this substation. How will it look? There are concerns with visual mitigation along Colfax Avenue.



**Commenting Division:** ROW Review

**Name of Reviewer:** Marissa Hillje

**Date:** 06/14/2017

**Email:** mhillje@adcogov.org

**Resubmittal Required**

ROW1) E 38th Ave, Penrith Rd, and Harback Rd are all section line arterials; per Adams County Standards, structures in A-3 zoning must be 120' away from middle of section line arterial Roads. Please show on the site plan.

ROW2) Right-of-way Dedication: E 38th Ave is classified as a Rural Arterial Road per the 2012 Adams County Master Transportation Plan. Since the existing half right-of-way width is 30 feet, this would require a dedication of an additional 30 feet. The services of a licensed Professional Land Surveyor should be secured to create the legal description and exhibit of the right-of-way dedication.

ROW3) Right-of-way Dedication: Penrith Rd is classified as a Rural Collector Road per the 2012 Adams County Master Transportation Plan. Since the existing half right-of-way width is 0 feet, this would require a dedication of 40 feet. The services of a licensed Professional Land Surveyor should be secured to create the legal description and exhibit of the right-of-way dedication.

ROW4) Right-of-way Dedication: Harback Rd is classified as a Rural Collector Road per the 2012 Adams County Master Transportation Plan. Since the existing half right-of-way width 30 feet, this would require a dedication of 10 feet. The services of a licensed Professional Land Surveyor should be secured to create the legal description and exhibit of the right-of-way dedication.

**From:** [Kuster - CDPHE, Kent](#)  
**To:** [Chris LaRue](#)  
**Subject:** RCU2017-00025 and RCU2017-00026  
**Date:** Friday, June 16, 2017 7:46:20 AM

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June 16, 2017

Christopher C. LaRue, Senior Planner  
Community and Economic Development Department  
4430 South Adams County Parkway, Suite W2000  
Brighton, CO 80601-8204

Re: Cases No. RCU2017-00025 and RCU2017-00026

Dear Mr. LaRue,

The Colorado Department of Public Health and Environment has the following comment for Cases No. RCU2017-00025 and RCU2017-00026 involving conditional use permits to allow a new 42.5 megawatt solar facility at the north site and south site. In Colorado, land development construction activities (earth moving) that are greater than **25 acres** or more than **six months in duration** require an Air Pollutant Emissions Notice (APEN) from the Division and may be required to obtain an air permit depending on estimated emissions. In addition, a start-up notice must be submitted thirty days prior to beginning a land development project.

Please refer to the website <https://www.colorado.gov/pacific/cdphe/air-permits> for information on land use APENs and permits forms. Click on Construction Permit and APEN forms, and then click on the "Specialty APENs" to access the land development specific APEN form

Please contact Kent Kuster at [303-692-3662](tel:303-692-3662) with any questions.

Sincerely,

Kent Kuster

Environmental Specialist

Colorado Department of Public Health and Environment

--

[Kent Kuster](#)

Environmental Protection Specialist



## COLORADO

### Parks and Wildlife

Department of Natural Resources

Northeast Region  
6060 Broadway  
Denver, CO 80216  
P 303 291-7227 | F 303 291-7114

June 22, 2017

Chris LaRue  
Department of Community and Economic Development  
4430 South Adams County Parkway, Suite W2000A  
Brighton, CO 80601-8216

RE: RCU2017-00026 Pioneer Solar Project

Mr. LaRue

Thank you for the opportunity to comment on the above mentioned project which will occur on about 335 acres at approximately Colfax Avenue and Harback Road in Bennett, CO.

District Wildlife Manager Joe Padia visited the site on June 22, 2017. The project area is currently in agriculture and is east of the existing Victory Solar project. Colorado Parks and Wildlife (CPW) would expect to find a variety of small ground-dwelling mammals, ground-nesting birds, red fox, coyotes, deer, pronghorn, and passerine birds at the proposed site.

The site is currently in agriculture. In general, agriculture provides minimal habitat for wildlife and CPW does not anticipate impacts to critical habitat or threatened or endangered species. The main impacts of this project will be disturbance and overall fragmentation of wildlife habitat typical with development.

If you have any further questions, please contact District Wildlife Manager Joe Padia at (303)947-1798 or [joe.padia@state.co.us](mailto:joe.padia@state.co.us).

Sincerely,

Liza Hunholz  
Area Wildlife Manager

Cc: M. Leslie, T. Kroening, J. Padia, B. Murette



**From:** [Hammett, Alisha - DEN](#)  
**To:** [Chris LaRue](#)  
**Cc:** [Howes, Brandon - DEN](#); [Choi, Cullen - DEN](#); [Reed, Tom - DEN](#)  
**Subject:** RE: RCU2017-00026 Pioneer Solar Project South Site request for comments  
**Date:** Tuesday, June 13, 2017 2:09:23 PM  
**Attachments:** [image001.png](#)

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Mr. LaRue,

The Denver International Airport (DEN) Planning Office has received the Adams County Planning Commission's Request for Comments, dated June 8, 2017 regarding a request for amendment to an approved Conditional Use Permit for Pioneer Solar Project- South Site, Case # RCU2017-00026.

1. The proposed development site is located approximately 55,359 ft. (10.5 miles) southeast of the south end of existing Runway 17L/35R at Denver International Airport (DEN). The location falls within the Title 14 CFR Part 77 Navigable Airspace Surfaces associated with DEN.
2. We recommend the applicant file a FAA Form 7460-1 Notice of Proposed Construction or Alteration in order to complete an FAA aeronautical study. See FAA Advisory Circular 70/7460-2K attached. The FAA website from which the Proponent may file FAA 7460-1 online is: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> Should any pilots or air traffic controllers complain of any glare or reflections, the problem must be mitigated immediately.

Thank you for the opportunity to comment on this proposal. Should you or the proponent have any questions regarding our comments, please contact the DEN Planning Office.



ALISHA KWON HAMMETT  
ASSOCIATE CITY PLANNER

Denver International Airport  
Airport Infrastructure Management- Planning

Airport Office Building | 7<sup>th</sup> Floor  
8500 Peña Boulevard | Denver, CO 80249-6340  
(303) 342-2601 | (720) 296-5187

[ALISHA.HAMMETT@FLYDENVER.COM](mailto:ALISHA.HAMMETT@FLYDENVER.COM) | [WWW.FLYDENVER.COM](http://WWW.FLYDENVER.COM)

[Click here](#) to visit DEN on social media

**From:** Chris LaRue [<mailto:CLaRue@adcogov.org>]

**Sent:** Thursday, June 08, 2017 12:02 PM

**To:** Chris LaRue <[CLaRue@adcogov.org](mailto:CLaRue@adcogov.org)>

**Subject:** RCU2017-00026 Pioneer Solar Project South Site request for comments

The Adams County Planning Commission & Board of County Commissioners are requesting comments on the following request:

**Request for a Conditional use permit to allow a new 42.5 megawatt solar facility.**

This request is located at: Northeast corner of East Colfax Avenue and Harback Road

**From:** [Marsha.Hofer@faa.gov](mailto:Marsha.Hofer@faa.gov)  
**To:** [Chris LaRue](#)  
**Subject:** FW: RCU2017-00026 Pioneer Solar Project South Site request for comments  
**Date:** Thursday, June 08, 2017 2:51:14 PM  
**Attachments:** [image002.emz](#)  
[RCU2017-00026 Pioneer Solar Project-South site request for comments packet referral.pdf](#)

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The Federal Aviation Administration (FAA) reviews planning and construction proposals through the submittal of FAA Form 7460-1, Notice of Proposed Construction or Alteration. If any portion of the proposal is located within 20,000 feet of a public use runway (and breaks a 100:1 plane coming off the nearest point of the nearest runway); or, is more than 200 feet above ground level at any location, the FAA requires the project's proponent to file a Form 7460-1. If the proposal does not meet any of the criteria above, it may still be necessary to file a Form 7460-1 if the structure requires an FCC license or there is a potential for navigational equipment interference. The FAA uses information provided on this form to conduct an aeronautical review to determine if the proposal will pose an aeronautical hazard and to minimize the adverse effects to aviation. FAA Form 7460-1 can be filed electronically at [www.oaaaa.faa.gov](http://www.oaaaa.faa.gov). Please use the notice criteria tool on this website to determine whether or not the proponent is required to file.

Marsha Hofer  
Program Specialist  
Denver Airports District Office

---

**From:** Chris LaRue [mailto:[CLaRue@adcogov.org](mailto:CLaRue@adcogov.org)]  
**Sent:** Thursday, June 08, 2017 12:02 PM  
**To:** Chris LaRue  
**Subject:** RCU2017-00026 Pioneer Solar Project South Site request for comments

The Adams County Planning Commission & Board of County Commissioners are requesting comments on the following request:

**Request for a Conditional use permit to allow a new 42.5 megawatt solar facility.**

This request is located at: Northeast corner of East Colfax Avenue and Harback Road

The Assessor's Parcel Number are: 0181500000091

Applicant Information: GCL New Energy Inc. Marina  
12667 ALCOSTA BLVD  
SUITE 400  
SAN RAMON, CA 94583

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by **06/30/2017** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [CLaRue@adcogov.org](mailto:CLaRue@adcogov.org). Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.



**Right of Way & Permits**  
1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3284  
donna.l.george@xcelenergy.com

June 27, 2017

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Chris LaRue

**Re: Pioneer Solar Project-South Site, Case # RCU2017-00026**

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the conditional use plan for **Pioneer Solar Project-South Site** and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George  
Contract Right of Way Referral Processor  
Public Service Company of Colorado





June 30, 2017

Chris La Rue  
Adams County  
Community and Economic Development Department  
4430 South Adams County Parkway W2000A  
Brighton, CO 80601

RE: Pioneer Solar Project South Site, RCU2017-00026  
TCHD Case No. 4440

Dear Mr. LaRue:

Thank you for the opportunity to review and comment on the Conditional Use Permit for a solar facility located on the Northeast corner of East Colfax Avenue and Harback Road. Tri-County Health Department (TCHD) staff reviewed the application for compliance with applicable environmental and public health regulations and has the following comments.

### **Renewable Energy**

TCHD commends the applicant for including renewable energy generation in the land use matrix. Alternative energy supplies generally do not contribute to air and water pollution and can have a positive impact on the environment

### **Wastewater for Construction Sites**

Sewage has the potential to carry illness-causing organisms and must be handled properly to avoid spreading disease. The application does not specify how wastewater services will be provided during the construction for onsite employees. We anticipate that portable toilets will be necessary during construction. TCHD has no objection to the use of portable toilets, provided the units are properly cleaned and maintained. TCHD recommends that the applicant address these, in terms of numbers, locations, and vendor and provide a portable hand sink near the restrooms.

### **Solid Waste**

Rodents, such as mice and rats, carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, or saliva, or through rodent bites. The applicant indicates in the application that the applicant and subcontractors will maintain the site in a clean and safe condition and will remove waste materials, rubbish and debris. As rodents are attracted to trash, TCHD strongly recommends that all trash dumpsters on site during construction are equipped with a closeable lid and with regular collection and disposal at an approved landfill.

**Pioneer Solar Project South Site**  
**TCHD Case No. 4440**  
**June 30, 2017**  
**Page 2 of 2**

Please feel free to contact me at 720-200-1580 for any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'V. Fiene', with a long horizontal flourish extending to the right.

Vanessa Fiene

Environmental Health Specialist IV

CC: Sheila Lynch, Monte Deatrich, TCHD



Re: Pioneer Solar (CO) project

Dear Commissioner Hodge

On behalf of Bennett's Town Board of Trustees ("Bennett"), we ask that you support and vote in favor of the proposed Pioneer Solar (CO) project ("Pioneer Solar"). The Town of Bennett supports Pioneer Solar for the following reasons:

- **Pioneer Solar is consistent with Bennett's 2015 Comprehensive Plan** – Pioneer Solar is inside of Bennett's "Area of Planning Interest" that identifies "Rural Preservation" as an objective. Pioneer Solar leases about 700 acres of agricultural property from fifth generation farmers Doug and Dareth Smialek. At the end of the 35-year lease, Pioneer Solar is obligated to restore the property to its original agricultural use, consequently preserving the rural land use. Further, the supplemental solar lease income provides the Smialek's the opportunity to continue farming and raising cattle on another 900 acres they own within Bennett's "Area of Planning Interest". Instead of dryland farming wheat, a portion of their property would be farming the sun's energy while preserving a rural lifestyle for future generations.
- **Pioneer Solar provides The Town of Bennett and the region meaningful economic benefits** – Pioneer Solar's leasehold tax base is in the range of \$115-130 million dollars. Pioneer Solar will generate about \$400,000 of annual property tax revenue with nearly half (45%) going to our schools without creating any burden on our school. Further, another \$75,000 goes to our fire, library, and water districts with the balance providing a windfall to Adam's county. Next, instead of challenging annexation for the Smialek's, Pioneer Solar is discussing a contingent corporate sponsor agreement for the Town's proposed waste water infrastructure. Water and waste water treatment facilities are the bedrock of Bennett's long-term growth plans and Pioneer Solar intends to strike a balance between benefits to the project and to the Town. Lastly, Pioneer Solar will provide construction and operations jobs as well as sales taxes along with their multiplier effect on the regional economy.
- **Pioneer Solar is committed to a joint high tech education program with the Town of Bennett** – Solar energy is one of the fastest growing and evolving industries in the world. The solar industry is the source of meaningful careers for many Americans. The solar module and the associated equipment that converts direct current electricity to alternating current electricity is highly technical and quite fascinating. Pioneer Solar is dedicated to working with our schools STEM team to teach our youth about the industry through a joint committee that draws upon Pioneer Solar's real world knowledge. Additionally, Pioneer Solar has committed to providing real time virtual solar kiosks via an internet link so our students and library can learn in real time.
- **Pioneer Solar provides competitive, clean and sustainable energy to our communities** – Pioneer Solar estimates that the solar facility will provide enough electricity to supply about 25,000 households annually. Pioneer Solar can provide IREA with the cheapest source of power available today without any future risk of environmental costs. Competitive clean energy is good for Bennett and good for the region.

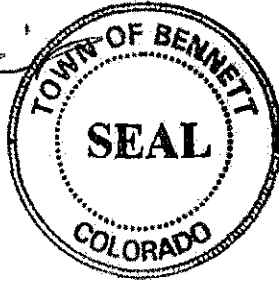
The Town of Bennett believes that Pioneer Solar will serve not only the Town's interests but will benefit Adams County and our larger community. We hope you will assure these benefits for our community by voting in favor of the Project.

Sincerely,



Mayor Royce Pindell

Town of Bennet Board of Trustees





October 10, 2017

**VIA E-MAIL**

Christopher C. LaRue, Senior Planner  
Adams County – Community & Economic Development Department  
4430 South Adams County Parkway  
Brighton, CO 80601  
CLaRue@adcogov.org

**NOTICE OF MINERAL INTERESTS OWNED BY ANADARKO LAND CORP. AND  
OBJECTION**

Re: Pioneer Solar Project – RCU2017-00026  
GCL New Energy Inc. Marina - Property Owner or “Applicant”  
Township 3 South, Range 63 West  
Section 29: N/2 and N/2S/2 (“Property”)  
Adams County, Colorado

Mr. LaRue:

This objection and notice letter is submitted to Adams County (“County”) on behalf of Anadarko Land Corp. (“ALC”) with respect to RCU2017-00026 that has been filed with the County by GCL New Energy Inc. Marina (“Applicant”) that includes property in Section 29, Township 3 South, Range 63 West in Adams County.

ALC owns minerals that underlie the property located in Section 29 (“Property”).

ALC wishes to give notice to the County of the mineral interests they own under the Property and make the County aware that the approval of a final application may significantly impact the prospective development of the minerals that underlie the Property. ALC objects to the approval of a final application for development until agreements on surface use are reached among ALC and the Applicant covering the Property.

The following are comments in support of this Notice and Objection:

1. The Mineral Resources Owned by ALC

ALC owns coal, which underlies the Property. ALC has reviewed the Property for coal resource potential and determined that the Property is underlain with Laramie Formation coals that are approximately 9.6 feet thick and lie at a depth starting at approximately 1,280 feet. Laramie Formation coals have a high BTU of approximately 8,900 to 9,800 btu/lb and a low sulfur content of between .3 and .8 percent. ALC estimates that there may be over 10.5 million tons of Laramie Formation coal in Section 29.

2. There is Clear Statutory Authority and Direction for the County to Take Into Account the Rights of Mineral Interest Owners in Its Consideration of Applications for Development.

The State of Colorado recognizes the important rights of mineral owners and lessees in C.R.S. § 30-28-133(10) which states and acknowledges that both the mineral estate and the surface estate are interests in land and that the two interests are “separate and distinct.” The subsection specifically recognizes that the owners of subsurface mineral interests and their lessees have “the same rights and privileges as surface owners.”

3. Owners of Split Estates Must Exercise Their Rights in a Way that Gives Due Regard to the Rights of the Other.

Colorado law provides that the mineral owner has the right of reasonable access to and use of the surface estate to extract minerals and that the mineral estate owner and the surface estate owner are to give due regard to the rights of the other and reasonably accommodate each other’s rights.

4. ALC Has Entered into Many Agreements with Developers With Respect to the Disposition of the Minerals at the Time that the Developer Proposes to Develop the Surface Estate, and the Public Interest is Served by the Parties Entering into Such an Agreement.

The mineral assets have significant value and consequently ALC is concerned that the approval by the County of an application for development of the Property and the subsequent build-out of the Property may impair their ability to develop their minerals.

Any future surface development plans approved by the County should incorporate and designate lands to be set aside for mineral development. Approval of any surface development plan that forecloses the rights of mineral owners may be a compensable taking.

ALC has extensive mineral interests throughout the State of Colorado and has successfully worked with many parties who wish to develop the surface estate in order to assure the compatible development of the surface estate and the mineral estate.

The practice of ALC is to meet with surface owners to reach a mutually acceptable agreement, including the disposition of the hard rock mineral interests. To date, ALC has not had any discussions with the Applicant on this matter. Because no agreement has been



reached between the parties that covers the Property, and in order to protect their mineral interests and private property rights, ALC objects to the application and requests that the County make any approval of a final application for development of the Property conditioned upon an agreement among ALC and the Applicant.

Please contact me at 832-636-2726 if you have any questions or comments about this matter. ALC hopes to conclude a mutually acceptable agreement with the surface owner of the property, and we look forward to working with the County to accomplish its land use planning goals.

Sincerely,  
ANADARKO PETROLEUM CORPORATION



*on behalf of*  
Don Ballard  
Minerals Land Manager

cc: Jeff Fiske, Lead Counsel  
Emma Vannoy  
Justin Shoulders  
Paul Ratliff

**From:** [Claude Bennett](#)  
**To:** [Phil.Covarrubias.house@state.co.us](mailto:Phil.Covarrubias.house@state.co.us); [Chris LaRue](#); [CommissionersMailbox](#); [bennett@bennett.co.us](mailto:bennett@bennett.co.us); [info@adamscountyextension.org](mailto:info@adamscountyextension.org); [jeni.cross@colostate.edu](mailto:jeni.cross@colostate.edu); [pete.taylor@Colostate.edu](mailto:pete.taylor@Colostate.edu); [cary.weiner@colostate.edu](mailto:cary.weiner@colostate.edu); [vpeweb@colostate.edu](mailto:vpeweb@colostate.edu)  
**Cc:** [John and Marcia Mundell](#); [Tyler Austin](#)  
**Subject:** Fwd: Application to Permit a 42.5 Megawatt Solar Facility on 335 Acres Next to the Town of Bennett, CO  
**Date:** Monday, June 19, 2017 8:02:03 PM

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## A Major Issue Regarding Colorado's Eastern Plains with Emphasis on Adams County, CO:

Please evaluate my argument below to deny the subject application. Local governments must be careful in how and where they permit high efficiency solar power projects to locate in rural areas having limited political power. The following application by private sector would result in undue burdens on the town and rural community of Bennett, CO, as well as on Adams County, CO. In my view, Adams County's Planning Commission risks allowing the geographical paths of the County's existing three-phase transmission lines to constitute *de facto* planning for location of solar power production facilities in Adams County. Suitable portions of rural and semi-rural areas of Adams County now zoned for agricultural use should be rezoned to acknowledge the reality of emerging multiple solar power applications and emplacements. This issue is applicable to much of the plains of Eastern Colorado. Thank you for your attention to this issue.

*Claude F. Bennett*  
 Farmland Owner in Adams County, CO

Begin forwarded message:

**From:** Claude Bennett <[pilgrim1248@gmail.com](mailto:pilgrim1248@gmail.com)>  
**Subject:** Fwd: Application to Permit a 42.5 Megawatt Solar Facility on 335 Acres Next to the Town of Bennett, CO  
**Date:** June 18, 2017 at 12:06:09 AM EDT  
**To:** [Phil.Covarrubias.house@state.co.us](mailto:Phil.Covarrubias.house@state.co.us)  
**Cc:** John and Marcia Mundell <[mlmundell43@gmail.com](mailto:mlmundell43@gmail.com)>, [bennett@bennett.co.us](mailto:bennett@bennett.co.us)

Dear Colorado State Representative Covarrubias:  
 Please attend to the issue posed below. The issue transcended central Adams County, being applicable to much of the plains of Eastern Colorado.  
 Thank you.  
*Claude Bennett*

Begin forwarded message:

**From:** Claude Bennett <[pilgrim1248@gmail.com](mailto:pilgrim1248@gmail.com)>  
**Subject:** Application to Permit a 42.5 Megawatt Solar Facility on 335 Acres Next to the Town of Bennett, CO  
**Date:** June 16, 2017 at 10:34:01 PM EDT  
**To:** [CLaRue@adcogov.org](mailto:CLaRue@adcogov.org)  
**Cc:** [commissioners@adcogov.org](mailto:commissioners@adcogov.org), [bennett@bennett.co.us](mailto:bennett@bennett.co.us),

[info@adamscountyextension.org](mailto:info@adamscountyextension.org), [jeni.cross@colostate.edu](mailto:jeni.cross@colostate.edu),  
[pete.taylor@Colostate.edu](mailto:pete.taylor@Colostate.edu), [cary.weiner@colostate.edu](mailto:cary.weiner@colostate.edu), John  
and Marcia Mundell <[mlmundell43@gmail.com](mailto:mlmundell43@gmail.com)>

Mr. Christopher C. LaRue  
Senior Planner  
Community & Economic Development  
Adams County, Colorado  
Brighton, CO 80601

Dear Mr. LaRue:

This responds to request by Adams County Planning Commission & Board of County Commissioners for comments on the subject application. The Planning Commission, the County Commissioners, and the Dept. of Community and Economic Development face conflicting values in considering this application for Conditional Use Permit. The proposed project pits (a) potential benefits to private sector entrepreneurs, benefits to Colorado energy policy, and benefits American society, *against* (b) existing and future expansion of benefits to the town and community of Bennett, CO, as well as future benefits to Adams County, especially growing central Adams County. The local governmental entities identified above are accountable to Adams County public in deciding how to balance the foregoing conflicting values relative to the proposed solar power project and future applications for solar projects in Adams County. I have no direct conflict of interest in this matter: my Adams County farmland, located a few miles N.W. of the proposed project would not be affected by local government's decision on the application.

I am stunned at the audacity of the application for a 335 acre solar project (RCU 2017-00026) in so very closely proximate to the city of Bennett and to major thoroughfares between it and Aurora. The proposed project would nearly adjoin the West side of the town of Bennett, being separated only by E. Colfax Avenue Highway and tracks of Union Pacific Railroad. The Highway and Railroad just West of Bennett would run closely parallel to the project's south perimeter for one mile, clearly visible by Highway travelers and Railroad passengers.

o Clearly, millions and millions of dollar profits would be received by the applicant private sector solar power producers. The applicant energy producers would include: (a) the farmer who would lease his land to Pioneer Solar (CO) and; (b) the leasing solar energy production firm, GLC New Energy Inc. of San Ramon, CA. The power production by the proposed project would help satisfy Colorado's and American society's insatiable thirst for additional, affordable electric energy while minimizing carbon dioxide flowing to the atmosphere and thus providing a safer overall environment. A temporary economic benefit from constructing the proposed project

would be realized in Adams County.

*o However*, the above private sector and societal benefits would result in undue burdens to the town and rural community of Bennett as well as to Adams County. Obviously, residents of, and those living near, Bennett as well as visitors to Bennett would sustain major visual and related community and economic negative impacts from the huge solar installation proposed. In support of this contention: Would Adams County governance permit a 300+ acre solar power installation to be located at any edge of the city or suburbs of Aurora, If land costs and zoning permitted its construction, there? *NO*, of course not, the negative impacts would far exceed tolerance by Aurora residents. Aurora is politically powerful compared to the community of Bennett, CO; thus, an application for a solar project would not be attempted for emplacement next to Aurora. Governments must be careful in how they permit high efficiency solar power projects to locate in rural areas having limited political power.

*o Regarding* the major negative local impacts from the proposed huge solar installation. Because of these anticipated negative impacts, what would be the consequences for current and potential property values of residents of Bennett and its surrounding community if the project were to be approved? Also, what would be the impact on Bennett's community institutions and businesses, immediately and in the future? Attractiveness of the community to current and potential residents, organizations, and visitors certainly would be reduced. Such a large emplacement of solar panels would inevitably be ugly (and perhaps blindingly bright at some times of the day, for those glancing toward the project).

The application states: "The Project will be designed and constructed to be compatible with the surrounding area." *Compatible in who's eyes?* Would residents of and near Bennett find it attractive or tolerable to see an adjoining half-section of solar panels positioned from 8 to 10 feet high, surrounded by a 7 foot high fence? Would those who live in and visit Bennett for business transactions, recreation, and institutional events (e.g., at churches, schools and other community organizations) find it attractive or tolerable to see an adjoining half-section of solar panels positioned from 8 to 10 feet high, surrounded by a fence 7 feet high? My current suburban residence is near a portion of exurbian Maryland, located north of District of Columbia. In that exurbia, numerous small acreage solar power emplacements are surrounded by dense woodlands and low hills, shielding views of these solar power projects. These projects *are* compatible with surrounding horse farms and housing developments. The subject project seeking approval by Adams County governance would be far removed from achieving such valued compatibility with surrounding area.

o What would happen to the overall attractiveness of central Adams County's rural area if the project is approved? Would not the project constitute a major eye-sore to the many Colorado and non-Colorado residents who traverse the thoroughfares along the Project's South perimeter? I'm afraid that Adams County approval of the proposed project would be viewed as a black mark against the County's governance. If Adams County is lured to approve the project in order to receive the promised annual "\$406,000 in property tax revenue for all local and special districts serving the Project," this largess to Adams County Government and other jurisdictions would be at the expense of (a) residents and organizations of the Bennett community and (b) the overall attractiveness and long-term social and economic vitality of Adams County as numerous residents, businesses and other organizations expand eastward from Aurora toward and into Bennett and further east.

I look forward to receiving an account of the public hearing on this matter. I claim no expertise in public zoning, *but perhaps suitable portions of rural and semi-rural areas of Adams County now zoned for agricultural use should be rezoned to acknowledge the reality of emerging multiple solar power applications and emplacements.* Currently, Conditional Use in Adams County Agricultural Zone could evolve into a major hodgepodge—juxtaposing farmlands and rural community settlements with unsightly, industrial-scale energy production emplacements. Currently, two local factors guide applications for and emplacements of solar power production projects: (1) sufficiently close proximity to three-phase electric power transmission lines and; (2) legally-based, exclusive access to proposed project sites. In my view, Adams County's Planning Commission risks allowing the geographical paths of the County's existing three-phase transmission lines to constitute *de facto* planning for location of solar power production facilities in Adams County. Is this a sufficient exercise of the Planning Commission's responsibilities to the agricultural, rural, and small city and town publics of middle and eastern Adams County?

As a former resident of Northeastern Colorado, I resist any unnecessary and unfair denigration of Colorado's rural plains' settlements for achieving private sector, political, and societal gains. *Surely, there is a local governmentally guided way to more successfully balance the two types of competing sets of values alluded to above.* To approve the California-based project proposal would unfairly favor private sector entrepreneurs, Colorado energy policy, and societal values over and against values of the town of Bennett and its community as well as community, economic, and governmental integrity of Adams County. Through denials of incursive Conditional Use applications and through longer-term zoning changes, Adams County Government could achieve the needed balance. It could support private sector solar power production and increased electric power for consumers while

protecting economic, cultural and community values of small towns and their immediately surrounding rural areas as well as insure the overall long-term attractiveness and socio-economic vitality Adams County, especially of middle and eastern Adams County. I hope my comments and questions will be somehow helpful.

Sincerely,  
Claude F. Bennett  
421 Scott Drive,  
Silver Spring, MD 20904

Cc:

Board of Commissioners  
Adams County

Board of Trustees  
Bennett, Colorado

Center for Energy and Behavior  
Department of Sociology  
Colorado State University  
Adams County Extension Service  
Colorado Cooperative Extension

Your Energy Colorado  
Colorado Cooperative Extension



# CERTIFICATE OF POSTING



I, Christopher C. La Rue do hereby certify that I had the property posted at

Northeast corner of E Colfax Ave & Harback Road

on September 28, 2017

in accordance with the requirements of the Adams County Zoning Regulations

*Christopher C. La Rue*

**Christopher C. La Rue**

Community & Economic  
Development Department  
Development Services Division  
[www.adcogov.org](http://www.adcogov.org)



4430 South Adams County Parkway  
1st Floor, Suite W2000B  
Brighton, CO 80601-8218  
PHONE 720.523.6800  
FAX 720.523.6967

**Public Hearing Notification**

Case Name:	Pioneer Solar Project South
Case Numbers:	RCU2017-00026
Planning Commission Hearing Date:	10/12/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date:	10/31/2017 at 9:30 a.m.

September 13, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

**Request for a Conditional use permit to allow a new 42.5 megawatt solar facility and associated infrastructure.**

This request is located at: Northeast corner of East Colfax Avenue and Harback Roads

The Assessor's Parcel Numbers are: 0181500000091

Applicant Information: GCL New Energy Inc.  
12667 Alcosta Blvd. Suite 400  
San Ramon, CA 94583

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Erik Hansen  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Mary Hodge  
DISTRICT 5

Christopher C. LaRue

Christopher C. LaRue  
Senior Planner

Community & Economic  
Development Department  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000B  
Brighton, CO 80601-8218  
PHONE 720.523.6800  
FAX 720.523.6967

## Request for Comments

Case Name:	Pioneer Solar Project-South Site
Case Number:	RCU2017-00026

June 7, 2017

The Adams County Planning Commission & Board of County Commissioners are requesting comments on the following request:

### **Request for a Conditional use permit to allow a new 42.5 megawatt solar facility.**

This request is located at: Northeast corner of East Colfax Avenue and Harback Road

The Assessor's Parcel Number are: 018150000091

Applicant Information: GCL New Energy Inc. Marina  
12667 ALCOSTA BLVD  
SUITE 400  
SAN RAMON, CA 94583

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 06/30/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [CLaRue@adcogov.org](mailto:CLaRue@adcogov.org). Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Christopher C. LaRue  
Senior Planner

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DISTRICT 5

**PUBLICATION REQUEST**

**PIONEER NORTH SOLAR PROJECT**

**Case Numbers:** RCU2017-00026  
**Planning Commission Hearing Date:** 10/12/2017 at 6:00 p.m.  
**Board of County Commissioners Hearing Date:** 10/31/2017 at 9:30 a.m.

**Request:**

Request for a Conditional use permit to allow a new 42.5 megawatt solar facility and associated infrastructure..

**Location:**

RCU2017-00025, Pioneer North:

The Assessor's Parcel Number are: 0181500000091

Located at: Northeast corner of East Colfax Avenue and Harback Roads

**Case Manager:** Chris LaRue

**Case Technician:** Shayla Christenson

**Applicant:**

GCL New Energy Inc.  
12667 Alcost Blvd., Suite 400  
San Ramon, CA 94583

**Owner:**

Douglas Smialek  
3535 N Harback Rd  
Bennett, CO 80102

**Legal Descriptions:**

PIN # 0181500000091, 422.7 acres more or less; that part of Section 29 lying north of the right of way of the Union Pacific Railroad Section 29, Township 3 South, Range 63 West of the 6th P.M.

ANDERSON MATTHEW J AND  
ANDERSON JANELLE M  
45255 E 38TH AVE  
BENNETT CO 80102

MUEGGE FARMS LLC  
C/O DAN WATTS  
2835 S WILLIAMS ST  
DENVER CO 80210-6334

BENNETT CLAUDE  
421 SCOTT DR  
SILVER SPRING MD 20904-1065

MUNDELL JOHN SAMUEL  
9910 MANILLA RD  
BENNETT CO 80102-9582

BRUNNER DEBRA K  
45900 HIGHWAY 36  
BENNETT CO 80102

O NEILL PHILIP J AND CATHY S TRUST THE  
45700 HIWAY 36  
BENNETT CO 80102

CLAIR JOHN W  
47289 E 38TH  
BENNETT CO 80102-8148

PANNELL BETTIE M LIVING TRUST  
45053 E 38TH AVE  
BENNETT CO 80102-8808

DUNN ACQUISITIONS LLC  
2939 OHIO WAY  
DENVER CO 80209

PILAND LOWELL  
43651 E 38TH AVE  
BENNETT CO 80102-8846

FORRESTER THAD BRENTON AND  
FORRESTER TRENTON HUGH  
4350 N HARBACK RD  
BENNETT CO 80102-8834

PRAIRIE GRASS LLC  
22735 E BELLEVIEW PL  
AURORA CO 80015-6552

FREYTA JOE R AND  
FREYTA ORLINDA M  
44251 E 38TH AVE  
BENNETT CO 80102-8827

REYNOLDS SHIRLEY A  
1200 EAST COLFAX  
BENNETT CO 80102

GALLEGOS JACK L 1/4/GALLEGOS NICK JR 1/4  
GALLEGOS ROBERT E 1/4/GOMEZ BLAS JR 1/4  
3914 OAKPARK PL  
CINCINNATI OH 45209-2120

SHIELDS WILLIAM E  
44851 E 38TH AVE  
BENNETT CO 80102-8811

GRESHAM JON D AND  
GRESHAM KATHLEEN J  
44601 E 38TH AVE  
BENNETT CO 80102-8811

SMIALEK DOUGLAS J AND  
SMIALEK DARETH  
3535 N HARBACK RD  
BENNETT CO 80102-8856

MARTINEZ VICTOR AND  
FREYTA PEGGY  
44251 E 38TH AVE  
BENNETT CO 80102-8827

SMIALEK DOUGLAS JOSEPH AND  
SMIALEK DARETH PATRINE  
3535 N HARBACK RD  
BENNETT CO 80102-8856



SMIALEK LYLE BRYON AND  
SMIALEK LYNDA A  
41994 COUNTY ROAD 4  
ROGGEN CO 80652-8408

SNIDER JOY MARIE TRUSTEE OF THE JOY  
MARIE SNIDER TRUST ET AL  
1246 SHELDON DRIVE  
BRENTWOOD CA 94513

THORNBURG JAMES W  
244 JACKSON CT  
BENNETT CO 80102-7885

TOWN OF BENNETT  
355 4TH STREET  
BENNETT CO 80102

TOWN OF BENNETT  
355 4TH STREET  
BENNETT CO 80102-7806

VANKAY LLC  
920 ANTELOPE DRIVE WEST  
BENNETT CO 80102

WEST BENNETT ASSOCIATES LTD  
7400 E CRESTLINE CIRCLE SUITE 150  
GREENWOOD VILLAGE CO 80111



Referral Listing  
Case Number RCU2017-00026  
Pioneer Solar Project-South Site

Agency

Contact Information

Adams County Development Services - Building

Justin Blair  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6825  
JBlair@adcogov.org

BENNETT FIRE DISTRICT #7

CHIEF EARL CUMELY  
825 SHARIS CT  
BENNETT CO 80102  
303-644-3434  
ecumley941@aol.com

BENNETT FIRE DISTRICT #7

Captain Caleb J Connor  
825 SHARIS CT  
BENNETT CO 80102  
303-532-7733 303-644-3572  
CalebConnor@BennettFireRescue.org

BENNETT PARK AND RECREATION

Chris Raines  
PO BOX 379  
455 S. 1ST ST.  
BENNETT CO 80102-0379  
303-644-5041  
Director@bennettrec.org

BENNETT SCHOOL DISTRICT 29J

Robin Purdy  
615 7TH ST.  
BENNETT CO 80102  
303-644-3234 Ext: 8203  
robinp@bsd29j.com

CDPHE - AIR QUALITY

Paul Lee  
4300 CHERRY CREEK DRIVE SOUTH  
DENVER CO 80246-1530  
303-692-3127  
paul.lee@state.co.us

CDPHE - WATER QUALITY PROTECTION SECT

Patrick Pfaltzgraff  
4300 CHERRY CREEK DRIVE SOUTH  
WQCD-B2  
DENVER CO 80246-1530  
303-692-3509  
patrick.j.pfaltzgraff@state.co.us

## Agency

## Contact Information

Agency	Contact Information
CDPHE SOLID WASTE UNIT	Andy Todd 4300 CHERRY CREEK DR SOUTH HMWMD-CP-B2 DENVER CO 80246-1530 303.691.4049 Andrew.Todd@state.co.us
Century Link, Inc	Brandyn Wiedrich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com
CITY OF AURORA - WATER AND SAN. DEPT.	PETER BINNEY 15151 E ALAMEDA PKWY #3600 AURORA CO 80012 303-739-7370 pbinney@ci.aurora.co.us
CITY OF AURORA ATTN: PLANNING DEPARTMENT	Porter Ingrum 15151 E ALAMEDA PKWY 2ND FLOOR AURORA CO 80012 (303) 739-7227 303.739.7000 pingrum@auroragov.org
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLORADO DIVISION OF WILDLIFE	JOSEPH PADIA 6060 BROADWAY DENVER CO 80216 303-291-7132 joe.padia@state.co.us
COLORADO DIVISION OF WILDLIFE	Eliza Hunholz Northeast Regional Engineer 6060 BROADWAY DENVER CO 80216-1000 303-291-7454 eliza.hunholz@state.co.us
COMCAST	JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com
COUNTY ATTORNEY- Email	Christine Francescani CFrancescani@adcogov.org 6884
DENVER INTERNATIONAL AIRPORT	Bill Poole 900 South Broadway Suite 350 DENVER CO 80209 303.524.3023 William.Poole@flydenver.com

## Agency

## Contact Information

Agency	Contact Information
Denver International Airport	Tom Reed 303.502.7692 Tom.Reed@flydenver.com
Engineering Department - ROW	Transportation Department PWE - ROW 303.453.8787
Engineering Division	Transportation Department PWE 6875
ENVIRONMENTAL ANALYST	Jen Rutter PLN 6841
FEDERAL AVIATION ADMINISTRATION	LINDA BRUCE 26805 E 68TH AVENUE, #224 DENVER CO 80249-6361 303-342-1264 linda.bruce@faa.gov
FRONT RANGE AIRPORT	Dave Ruppel 5200 FRONT RANGE PARKWAY WATKINS CO 80137-7131 303-261-9100 druppel@ftg-airport.com
HIGH FIVE PLAINS FOUNDATION	FRANK DOYLE - PRESIDENT 155 NCR 157 STRASBURG CO 80136 303-622-9588 frankdoyle@tds.net
Intermountain Rural Electric Asso - IREA	Brooks Kaufman PO Box Drawer A 5496 North US Hwy 85 Sedalia CO 80135 303-688-3100 x105 bkaufman@intermountain-rea.com
NS - Code Compliance	Gail Moon gmoon@adcogov.org 720.523.6833 gmoon@adcogov.org
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
SHERIFF'S OFFICE: SO-HQ	MICHAEL McINTOSH nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org snielson@adcogov.org (303) 654-1850 aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org

## Agency

## Contact Information

Agency	Contact Information
Sheriff's Office: SO-SUB	SCOTT MILLER TFuller@adcogov.org, smiller@adcogov.org aoverton@adcogov.org; mkaiser@adcogov.org 720-322-1115 smiller@adcogov.org
TOWN OF BENNETT	MATHEW REAY 355 4TH STREET BENNETT CO 80102 303 644-3249 planning@bennett.co.us
TOWN OF BENNETT - WATER AND SAN. DEPT.	.. 355 4TH ST. BENNETT CO 80102 303-644-3249
TRI-COUNTY HEALTH DEPARTMENT	Sheila Lynch 6162 S WILLOW DR, SUITE 100 GREENWOOD VILLAGE CO 80111 720-200-1571 landuse@tchd.org
TRI-COUNTY HEALTH DEPARTMENT	MONTE DEATRICH 4201 E. 72ND AVENUE SUITE D COMMERCE CITY CO 80022 (303) 288-6816 mdeatrich@tchd.org
Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health landuse@tchd.org .
UNION PACIFIC RAILROAD	CHERYL SCHOW PO BOX 398 PAXTON NE 69155 308-239-2427 caschow@up.com
UNION PACIFIC RAILROAD	Jason Mashek 1400 DOUGLAS ST STOP 1690 OMAHA NE 68179 402-544-8552 jemashek@up.com
URBAN DRAINAGE & FLOOD CONTROL	David Mallory 2480 W 26TH AVE, #156B Denver CO 80211 (303) 455-6277 dmallory@udfcd.org
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com

# Pioneer Solar Energy Project - South

RCU2017-00026

Northeast of Colfax Avenue & Harback Road

October 31, 2017

Board of County Commissioners

Community and Economic Development Department

Case Manager: Chris LaRue





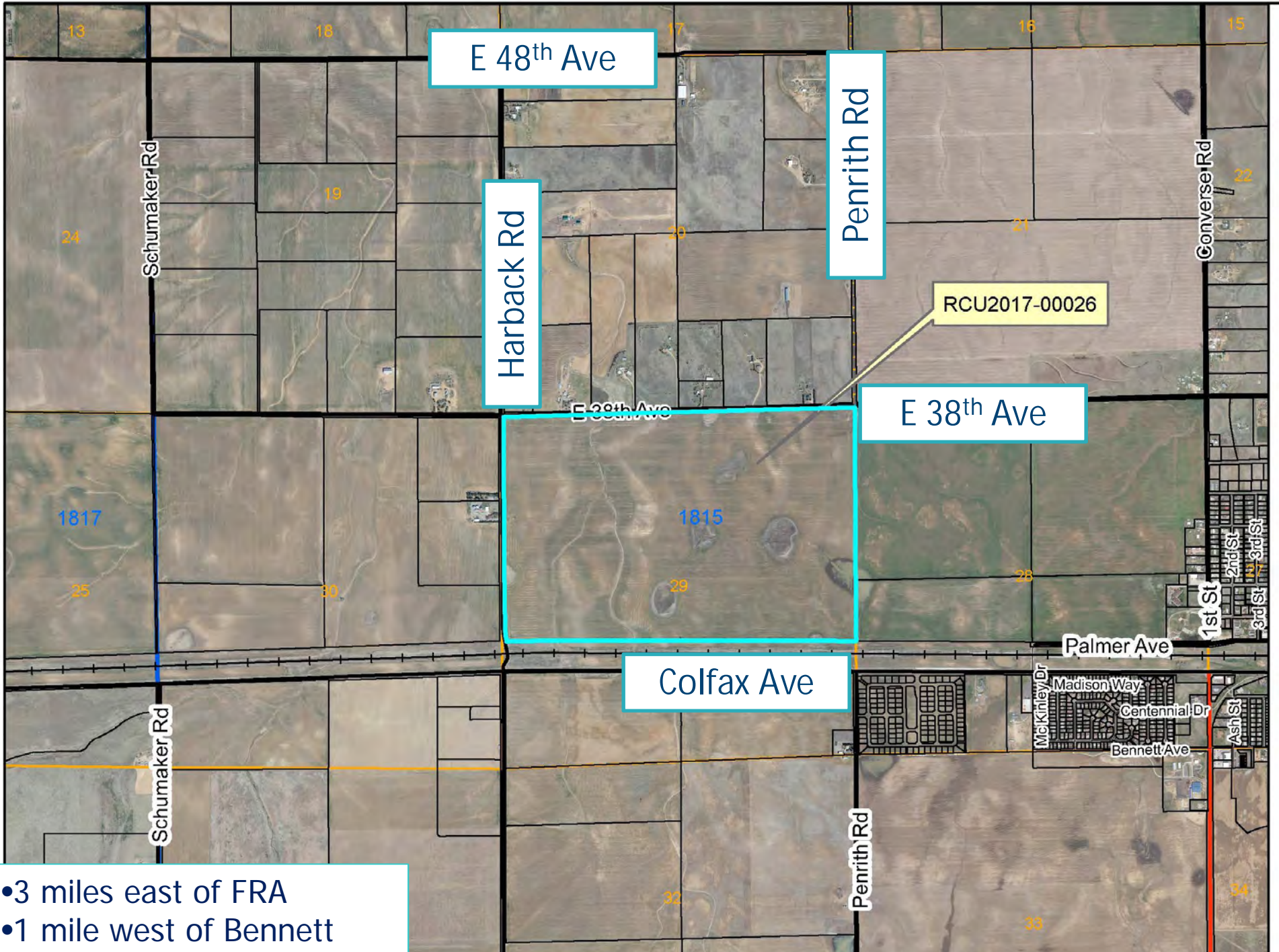
# Request

- Conditional Use Permit to allow a solar energy project

# Background

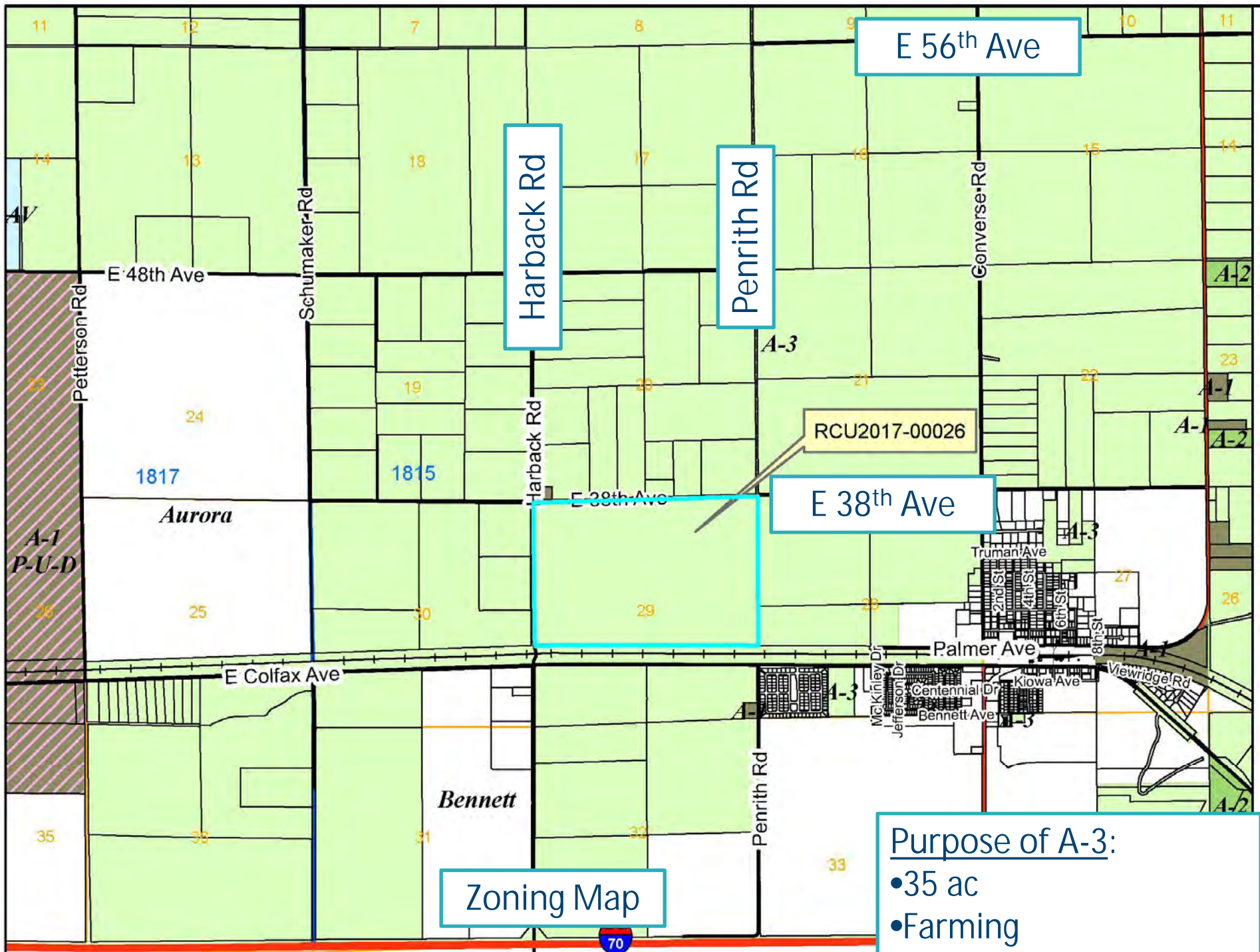
- GCL New Energy Inc.
- Electricity connects to an underground transmission line & then to an existing overhead line
- Can produce approximately 42.5 megawatts of power (14,875 homes)





- 3 miles east of FRA
- 1 mile west of Bennett





E 56<sup>th</sup> Ave

Harback Rd

Penrith Rd

RCU2017-00026

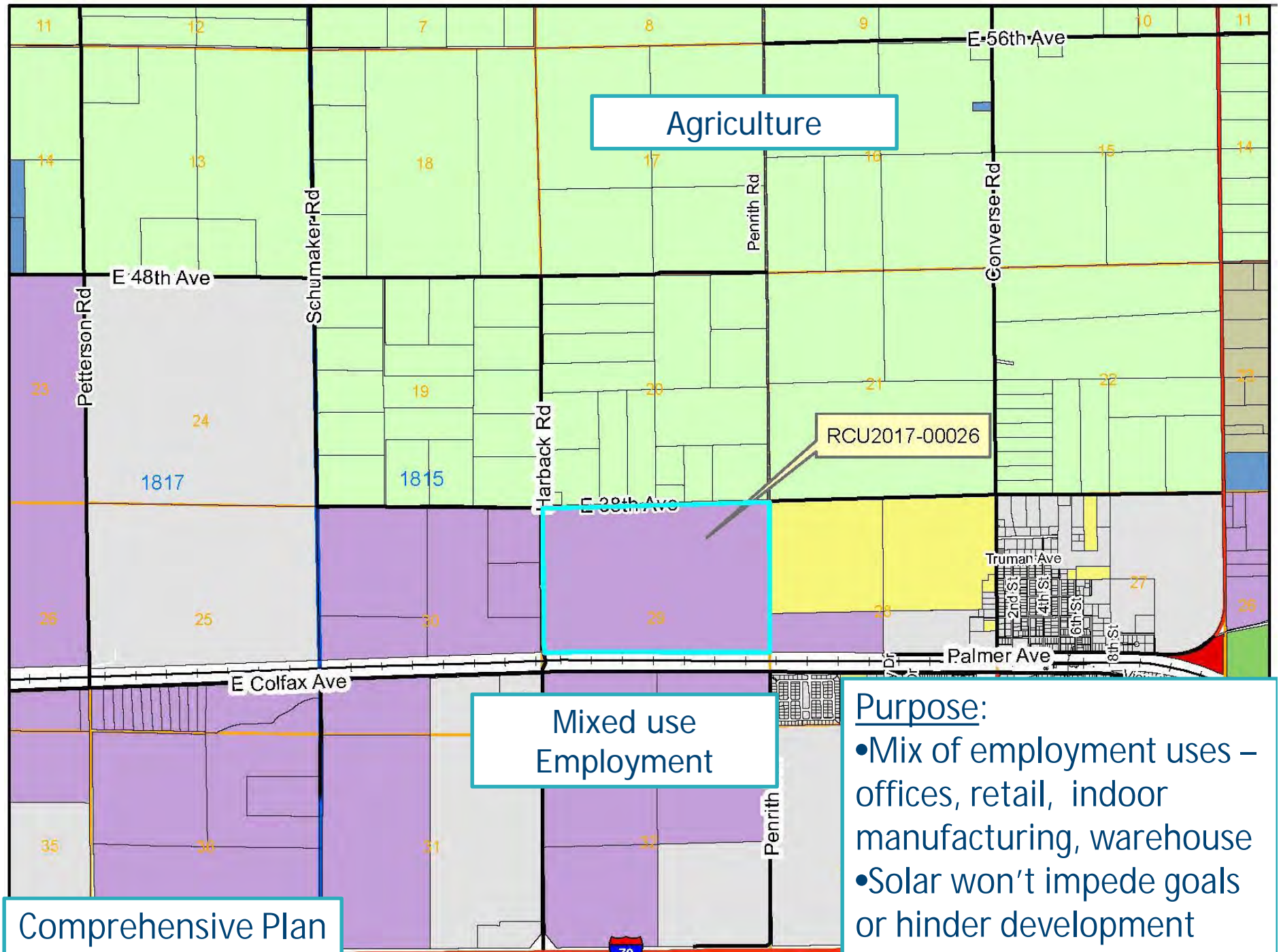
E 38<sup>th</sup> Ave

Purpose of A-3:

- 35 ac
- Farming

Zoning Map







# Conditional Use Permit Approval Criteria

Section 2-02-08-06

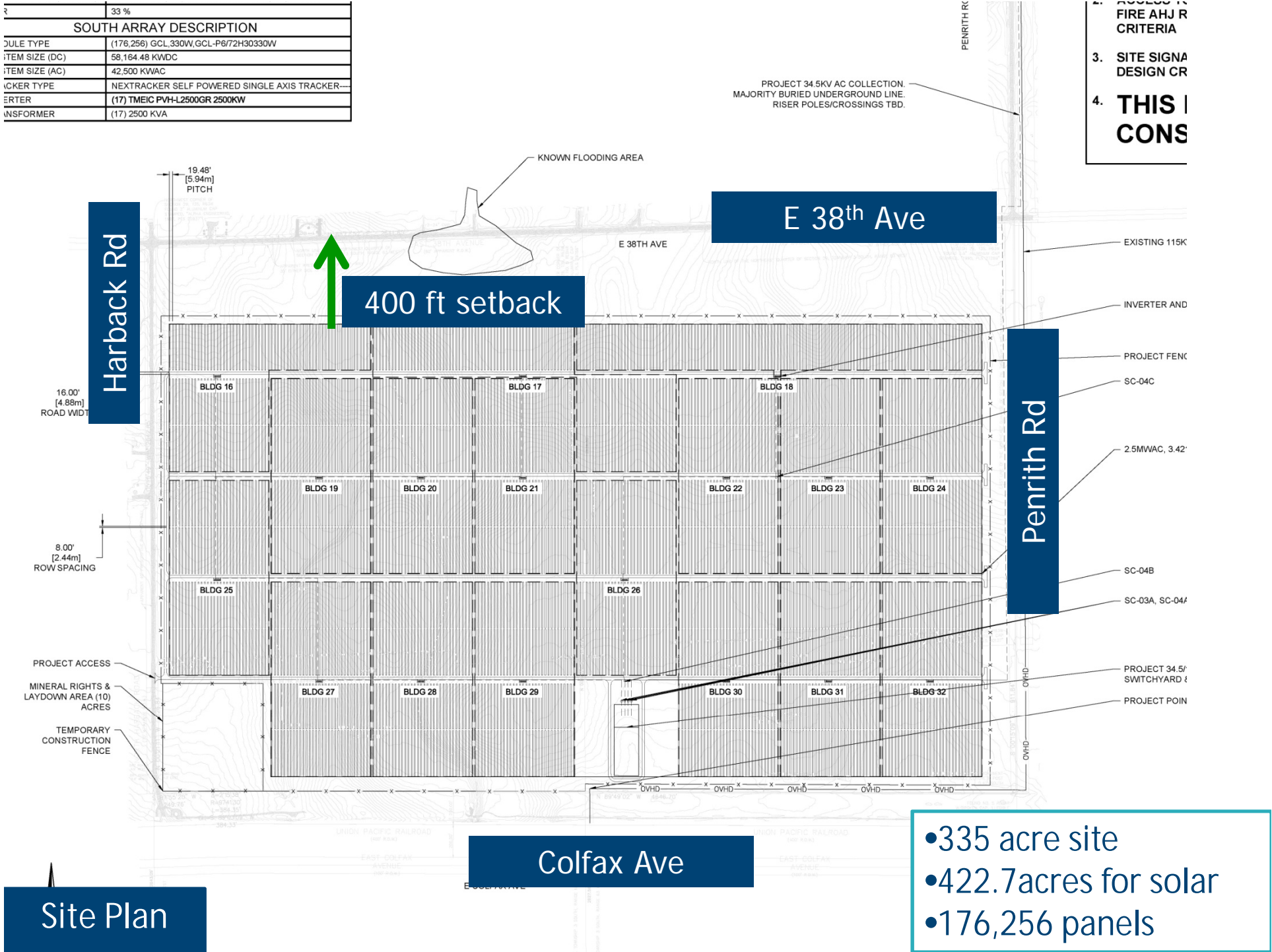
1. Permitted in zone district
2. Consistent with regulations
3. Complies with performance standards
4. Compatible with surrounding area
5. Addresses offsite impacts
6. Suitable site
7. Functional site plan
8. Adequate infrastructure



	33 %
<b>SOUTH ARRAY DESCRIPTION</b>	
MODULE TYPE	(176,256) GCL330W,GCL-P6/7ZH30330W
ITEM SIZE (DC)	58,164.48 KWDC
ITEM SIZE (AC)	42,500 KWAC
TRACKER TYPE	NEXTRACKER SELF POWERED SINGLE AXIS TRACKER
VERTICAL TRACKER	(17) TMEIC PVHL2500GR 2500KW
TRANSFORMER	(17) 2500 KVA

- 1. ACCESS CRITERIA
- 2. FIRE AHJ R CRITERIA
- 3. SITE SIGNAGE DESIGN CR
- 4. **THIS | CONS**

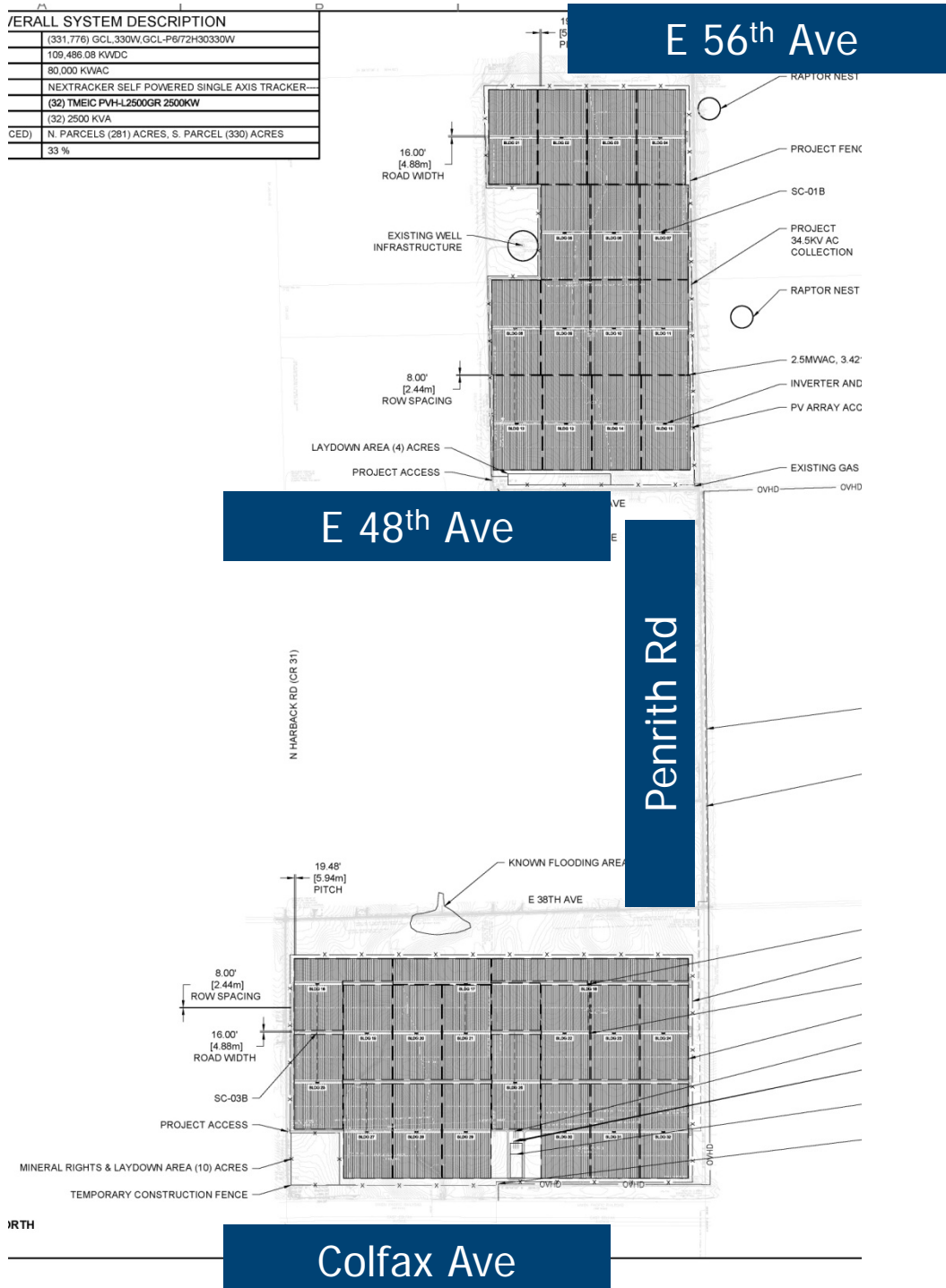
PROJECT 34.5KV AC COLLECTION. MAJORITY BURIED UNDERGROUND LINE. RISER POLES/CROSSINGS TBD.



**Site Plan**

- 335 acre site
- 422.7 acres for solar
- 176,256 panels

GENERAL SYSTEM DESCRIPTION	
	(331,776) GCL,330W,GCL-P6/72H30330W
	109,486.08 KWDC
	80,000 KWAC
	NEXTRACKER SELF POWERED SINGLE AXIS TRACKER
	(32) TMEIC PVH-L2500GR 2500KW
	(32) 2500 KVA
CED)	N. PARCELS (281) ACRES, S. PARCEL (330) ACRES
	33 %



# Site Plan

# Development Standards

- Maximum Allowed Height: 15 feet
  - Proposed panel height: 8 to 10 feet
- Setbacks:
  - Front: 50 ft
  - 120 ft section line road
  - Side: 10 ft
  - Rear: 20 ft

# Development Standards

- Fencing / Screening
  - 7 foot tall chain link around perimeter
  - Drought resistant landscaping proposed for the perimeter of this site
  - Farming activities will occur outside of fencing



# Referral Comments

- No concerns from any County referral agencies
- Property Owners

Notifications Sent	Comments Received
27	1

½ mile notification area

- Visual impacts, devaluation of property, & loss of agricultural land

# Referral Comments

- Anadarko Petroleum Company
  - Surface use agreement



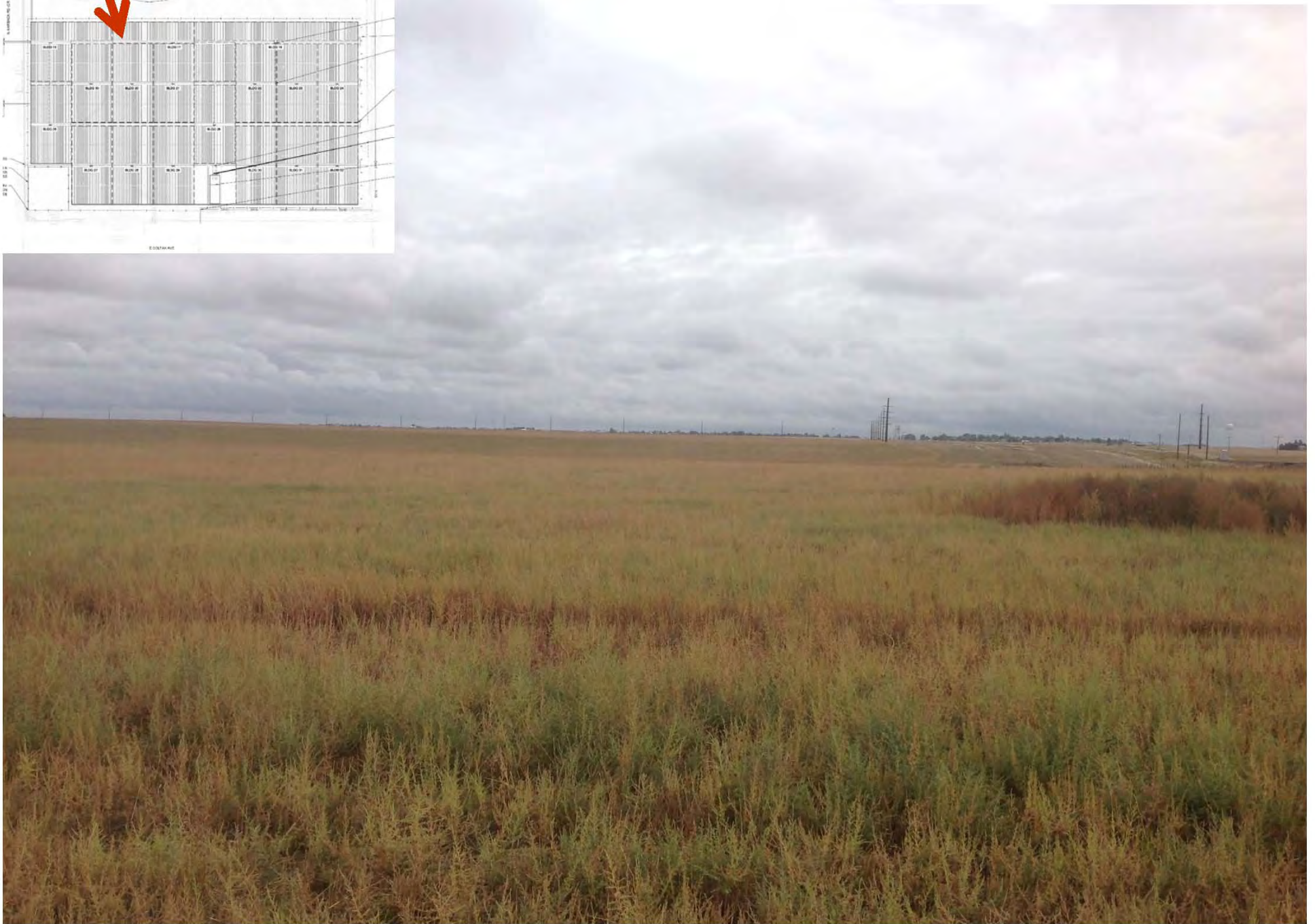
East on 38<sup>th</sup> Ave



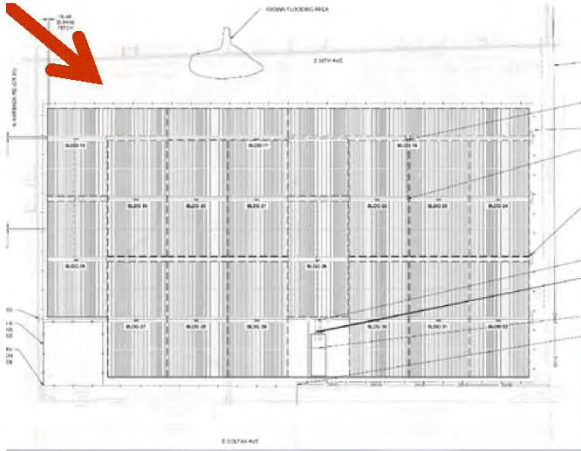




South into site from 38<sup>th</sup> Ave





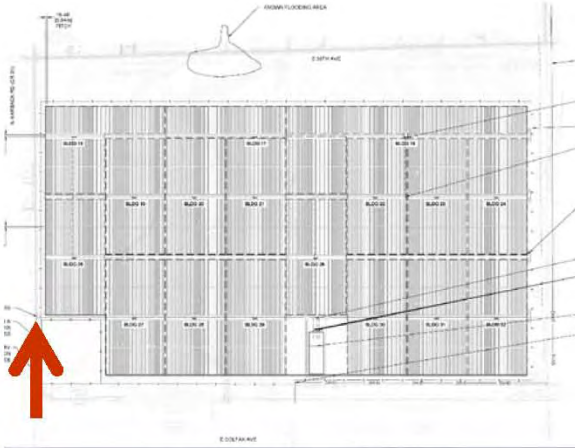


Southeast into site from 38<sup>th</sup> Ave





North at Colfax & Harback Rd



# Recommendations

- Staff determination is the request and the proposed use of the property is consistent with:
  - Development Standards
  - Comprehensive Plan
  - Compatible with Surrounding Area
- Planning Commission and Staff recommends **Approval** based on 8 Findings-of-Fact, 3 Conditions Precedent, and 7 Conditions.