



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
November 14, 2017
11:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A.** Proclamation of November as National Adoption Month
- B.** Proclamation of November 17, 2017 as National Adoption Day
- C.** Proclamation of November 11-19, 2017 as National Hunger and Homelessness Awareness Week

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of October 23-27, 2017
- B.** Minutes of the Commissioners' Proceedings from November 8, 2017

- C.** Resolution Approving the Open Space Modification Request and the Amended Open Space Grant Agreement between Adams County and the City of Westminster for the Big Dry Creek Trail Open Space Sales Tax Grants
(File was approved by ELT)
- D.** Resolution Approving Grant Agreement between Adams County and the Colorado Department of Transportation, Aeronautical Board
(File was approved by ELT)
- E.** Resolution Appointing Reid Rowe to the Community Corrections Board
(File was approved by ELT)
- F.** Resolution Appointing Amy Clement to the Workforce Development Board
(File was approved by ELT)
- G.** Resolution Appointing Jessie Hawthorn to the Workforce Development Board
(File was approved by ELT)
- H.** Resolution Appointing Walter Pena to the Workforce Development Board
(File was approved by ELT)
- I.** Resolution Approving an Amendment to the Adams County Open Space Sales Tax Program Policies and Procedures
(File was approved by ELT)
- J.** Resolution Approving Right-of-Way Agreement between Adams County and Welby Business Park LLC, for Property Necessary for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224
(File was approved by ELT)
- K.** Resolution Approving Home Investment Partnerships Program (HOME) Covenant Riders for Activities Approved within Adams County’s 2015, 2016, and 2017 Annual Action Plans
(File was approved by ELT)
- L.** Resolution Approving Contract Amendment 2 to Contract Funded with Community Development Block Grants (CDBG) for Adams County Transportation Berkeley ADA Sidewalks and Ramps
(File was approved by ELT)
- M.** Resolution Approving the 2018 Intergovernmental Agreement for the Provision and Funding of Juvenile Assessment Services by the Link
(File was approved by ELT)
- N.** Resolution Approving a Property Tax Increment Revenue Agreement between Adams County and the Commerce City Urban Renewal Authority
(File was approved by ELT)
- O.** Resolution Approving the Intergovernmental Agreement for Use of the Flatrock Training Center between the Board of County Commissioners, the Adams County Sheriff’s Office, and the City of Thornton
(File was approved by ELT)
- P.** Resolution Approving Abstract of Assessment for Tax Year 2017
(File was approved by ELT)
- Q.** Resolution Approving Ambulance Service License for the City of Federal Heights Fire Department
(File was approved by ELT)

- R. Resolution Approving the First Amendment to the Agreement Among the City of Northglenn, Ralston House, the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams Regarding Construction and Construction Management of the Northglenn Ralston House (the "Phase 2 First Amendment")
(File was approved by ELT)
- S. Resolution Appointing Gene Ciancio to the Metropolitan Football Stadium District
(File was approved by ELT)
- T. Resolution Approving the 2018 Agreement between Front Range Community College and the Adams County Sheriff's Office
(File was approved by ELT)
- U. Resolution Approving the Employment Agreement of the County Manager
(File was approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Awarding an Agreement to Automated Building Solutions Inc., for a Heating, Ventilation, and Air Conditioning System Upgrade
(File was approved by ELT)
2. Resolution Approving Amendment Three to the Agreement between Adams County and FCI Constructors, Inc., for Additional Construction Services
(File was approved by ELT)
3. Resolution Approving Amendment Two to the Agreement between Adams County and Roche Constructors, Inc., for Additional Construction Services
(File was approved by ELT)
4. Resolution Approving Amendment One to the Agreement between Adams County and Saunders Construction for Early Phase Guaranteed Maximum Price of the Adams County Animal Shelter
(File was approved by ELT)
5. Resolution Approving Amendment One to the Agreement between Adams County and G Squared Design for Architect and Design Services for the Adams County Animal Shelter
(File was approved by ELT)
6. Resolution Awarding an Agreement to Villalobos Concrete Inc., for Construction Services for the Berkeley Sidewalk Project
(File was approved by ELT)
7. Resolution Approving Addendum Four to the Agreement between Adams County and Halogen Software, Inc., for an Employee Performance Management Software System
(File was approved by ELT)
8. Resolution Approving Addendum Five to the Agreement between Adams County and Halogen Software, Inc., for an Employee Performance Management Software System
(File was approved by ELT)

9. Resolution Accepting a Proposal and Awarding an Agreement to the Artist David Dahlquist Art Studio for the Creation, Delivery and Installation of Artwork for Adams County Pete Mirelez Human Services Center
(File was approved by ELT)

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

1. PRC2017-00006 Colorado Cleanup Recycling Facility
(File was approved by ELT)
2. RCU2017-00004 Tiley Roofing
(File was approved by ELT)
3. PLT2017-00002 Blackstone Ranch, Filing 3
(File was approved by ELT)
4. PLT2017-00007 Comanche Vista Estates, Filing 3
(File was approved by ELT)

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams

Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	699,535.99
4	Capital Facilities Fund	34,654.00
5	Golf Course Enterprise Fund	10,097.95
6	Equipment Service Fund	72,772.79
13	Road & Bridge Fund	184,069.86
19	Insurance Fund	176,302.88
24	Conservation Trust Fund	833.84
25	Waste Management Fund	1,531.25
27	Open Space Projects Fund	12,683.99
28	Open Space Sales Tax Fund	368,821.30
31	Head Start Fund	33,951.34
34	Comm Services Blk Grant Fund	3,872.27
35	Workforce & Business Center	2,125.20
43	Front Range Airport	5,390.57
44	Water and Wastewater Fund	194.00
50	FLATROCK Facility Fund	33,695.14
		<u>1,640,532.37</u>

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715728	13040	ADCO DISTRICT ATTORNEY	10/23/17	398.62
00715729	433987	ADCO DISTRICT ATTORNEY'S OFFIC	10/23/17	150.63
00715733	342452	CENTER FOR LEGAL INCLUSIVENESS	10/23/17	100.00
00715736	51334	CREDITRON	10/23/17	860.00
00715742	294059	GROUND SERVICE COMPANY	10/23/17	315.00
00715746	5814	I70 SCOUT THE	10/23/17	6,420.48
00715747	453327	LATPRO INC	10/23/17	566.67
00715748	94055	MCALLISTER JEAN G	10/23/17	200.00
00715749	38338	MCKAY LORI A	10/23/17	51.00
00715750	51392	METRO NORTH LTD	10/23/17	61.93
00715751	4863	METROWEST NEWSPAPERS	10/23/17	1,497.76
00715754	38961	SHREVE JEANNE	10/23/17	285.32
00715755	41127	THYSSENKRUPP ELEVATOR CORP	10/23/17	6,514.24
00715758	1007	UNITED POWER (UNION REA)	10/23/17	871.79
00715759	1007	UNITED POWER (UNION REA)	10/23/17	42.78
00715760	1007	UNITED POWER (UNION REA)	10/23/17	30.09
00715761	1007	UNITED POWER (UNION REA)	10/23/17	2,277.26
00715762	1007	UNITED POWER (UNION REA)	10/23/17	44.01
00715764	567301	VINCENT ROMEO & RODRIQUEZ LLC	10/23/17	60.00
00715771	383698	ALLIED UNIVERSAL SECURITY SERV	10/23/17	30,511.56
00715772	12012	ALSCO AMERICAN INDUSTRIAL	10/23/17	130.75
00715773	426680	ARISING HOPE INTERNATIONAL	10/23/17	250.00
00715776	40942	BI- BEHAVIORAL INTERVENTIONS	10/23/17	2,976.57
00715777	644329	CASTANEDA, KAITLIN	10/23/17	7.00
00715778	426465	CLARK AARON	10/23/17	237.72
00715780	6331	COLO ASSESSORS ASSN	10/23/17	180.00
00715782	252174	COLORADO COMMUNITY MEDIA	10/23/17	48.68
00715783	48089	COMCAST BUSINESS	10/23/17	1,700.00
00715784	274030	COMMUNICATION CONSTRUCTION & E	10/23/17	3,610.00
00715785	13049	COMMUNITY REACH CENTER	10/23/17	40,993.00
00715786	255001	COPYCO QUALITY PRINTING INC	10/23/17	798.00
00715787	437554	CSU EXTENSION	10/23/17	40,621.00
00715789	648037	ELLARS SARA	10/23/17	64.74
00715790	644374	FAILS, SKYLAR	10/23/17	7.00
00715792	288561	GONZALEZ LUCIA	10/23/17	75.67
00715793	83292	GONZALEZ ROSA	10/23/17	329.70

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715794	226216	HOV SERVICES INC	10/23/17	1,729.60
00715795	5814	I70 SCOUT THE	10/23/17	123.84
00715796	77611	KD SERVICE GROUP	10/23/17	541.13
00715797	6058	LANDAUER INC	10/23/17	951.40
00715798	28667	LOCH FANCY	10/23/17	75.67
00715799	32509	NCS PEARSON INC	10/23/17	690.75
00715800	13778	NORTH WASHINGTON STREET	10/23/17	8,738.73
00715805	621026	NUMERICA CORPORATION	10/23/17	13,780.96
00715806	39496	PIPER COMMUNICATION SERVICES I	10/23/17	565.00
00715807	163837	PTS OF AMERICA LLC	10/23/17	652.00
00715808	263724	RED HAWK FIRE & SECURITY	10/23/17	1,904.00
00715810	13538	SHRED IT USA LLC	10/23/17	196.20
00715813	599714	SUMMIT FOOD SERVICE LLC	10/23/17	26,288.51
00715814	13951	TDS TELECOM	10/23/17	839.49
00715815	682196	THOMSON REUTERS	10/23/17	365.40
00715816	37327	THORNTON CITY OF	10/23/17	534.23
00715818	7189	TOSHIBA FINANCIAL SERVICES	10/23/17	5,387.26
00715819	514150	VALDEZ MONIQUE	10/23/17	19.80
00715820	40340	WINDSTREAM COMMUNICATIONS	10/23/17	1,443.20
00715822	433987	ADCO DISTRICT ATTORNEY'S OFFIC	10/23/17	387.12
00715823	237471	AZZOLINA CAROL	10/23/17	123.00
00715824	65970	BUCHANAN SANDY	10/23/17	123.00
00715825	455680	RUELAS RAFAEL	10/23/17	123.00
00715826	13040	ADCO DISTRICT ATTORNEY	10/23/17	561.64
00715833	293119	BUZEK, VINCE	10/24/17	65.00
00715834	40398	CINTAS CORPORATION #66	10/24/17	268.86
00715836	274030	COMMUNICATION CONSTRUCTION & E	10/24/17	3,220.00
00715837	190240	ECPAC	10/24/17	1,000.00
00715838	324478	GARCIA LAURA	10/24/17	154.08
00715839	293118	GARNER, ROSIE	10/24/17	65.00
00715841	293122	HERRERA, AARON	10/24/17	65.00
00715843	13591	MWI VETERINARY SUPPLY CO	10/24/17	3,889.26
00715846	637390	PLAKORUS DAVID	10/24/17	65.00
00715847	308437	RANDSTAD US LP	10/24/17	936.61
00715849	53054	RICHARDSON SHARON	10/24/17	65.00
00715869	573415	WALLACE MENDEZ ZACKARY	10/24/17	65.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715885	518015	ADVANCED NETWORK MANAGEMENT IN	10/25/17	29,965.00
00715887	383698	ALLIED UNIVERSAL SECURITY SERV	10/25/17	1,612.80
00715889	322973	ARMORED KNIGHTS INC	10/25/17	1,368.06
00715890	624135	BOWMAN LORI	10/25/17	53.50
00715891	463401	BUSH MELVIN E	10/25/17	65.00
00715892	40398	CINTAS CORPORATION #66	10/25/17	134.43
00715893	6467	COLO CORRECTIONAL INDUSTRIES	10/25/17	260.00
00715895	5050	COLO DIST ATTORNEY COUNCIL	10/25/17	2,723.60
00715896	59782	COMCOR INC	10/25/17	292.64
00715897	93529	CORRECTIONAL MANAGEMENT INC	10/25/17	160.89
00715899	564091	DENTONS US LLP	10/25/17	10,500.00
00715900	17410	DIVERSIFIED RADIOLOGY OF COLO	10/25/17	220.00
00715901	248103	DS WATERS OF AMERICA INC	10/25/17	92.66
00715902	219483	ECONOMIC & PLANNING SYSTEMS IN	10/25/17	12,380.58
00715903	37496	EVENTPRO SOFTWARE	10/25/17	8,127.94
00715905	645424	GARCIA JUAN ALBERTO	10/25/17	65.00
00715907	582481	GEO GROUP INC	10/25/17	2,646.16
00715908	473351	GOLDMAN ROBBINS NICHOLSON & MA	10/25/17	3,810.00
00715911	79260	IDEXX DISTRIBUTION INC	10/25/17	1,382.02
00715912	638360	KALAVITY KAREN FRANCES	10/25/17	65.00
00715914	649039	LAKE COUNTY BUILD A GENERATION	10/25/17	1,000.00
00715915	547834	LOPEZ MARCUS	10/25/17	303.00
00715916	189723	MAPLETON EDUCATION FOUNDATION	10/25/17	2,500.00
00715917	320028	MATRIX DESIGN GROUP	10/25/17	5,000.00
00715919	637831	MCCREARY RAPHAEL	10/25/17	65.00
00715921	13591	MWI VETERINARY SUPPLY CO	10/25/17	3,547.60
00715922	573416	NYHOLM STEWART E	10/25/17	65.00
00715925	73963	PERKINS COIE LLP	10/25/17	2,303.00
00715926	91870	PFX PET SUPPLY	10/25/17	428.80
00715927	584601	PIONEER TECHNOLOGY GROUP LLC	10/25/17	16,250.00
00715928	163837	PTS OF AMERICA LLC	10/25/17	3,221.00
00715929	573987	PUTMAN IRA EUGENE	10/25/17	65.00
00715930	13538	SHRED IT USA LLC	10/25/17	80.00
00715931	599714	SUMMIT FOOD SERVICE LLC	10/25/17	109.41
00715932	76394	SYMBOL ARTS	10/25/17	795.00
00715934	42984	TIME TO CHANGE	10/25/17	363,118.52

Net Warrants by Fund Detail

1 **General Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715935	37005	TOSHIBA BUSINESS SOLUTIONS	10/25/17	2,069.68
00715940	651985	VOSSLER CASANDRA	10/25/17	111.25
00715945	35974	ADAMS COUNTY TREASURER	10/26/17	10.74
00715946	646806	ARROYO PATRICIA	10/26/17	650.00
00715948	646809	LOR SEE	10/26/17	2,075.00
00715949	646811	MARTINEZ HENRY	10/26/17	200.00
00715950	646810	WASTE MANAGEMENT	10/26/17	350.00
Fund Total				699,535.99

Net Warrants by Fund Detail

4

Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715886	613671	ALL A BOARD INC	10/25/17	34,654.00
			Fund Total	34,654.00

Net Warrants by Fund Detail

5Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715888	12012	ALSCO AMERICAN INDUSTRIAL	10/25/17	43.56
00715906	378252	GCR TIRES AND SERVICE	10/25/17	532.00
00715909	160270	GOLF & SPORT SOLUTIONS	10/25/17	3,435.76
00715910	649113	HOSEPOWER USA AND/OR COMPLETE	10/25/17	97.59
00715913	11496	L L JOHNSON DIST	10/25/17	288.10
00715924	471683	P&W GOLF SUPPLY LLC	10/25/17	115.00
00715936	1007	UNITED POWER (UNION REA)	10/25/17	34.81
00715937	1007	UNITED POWER (UNION REA)	10/25/17	4,139.16
00715938	1007	UNITED POWER (UNION REA)	10/25/17	377.77
00715939	1007	UNITED POWER (UNION REA)	10/25/17	1,034.20
			Fund Total	10,097.95

Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715725	11657	A & E TIRE INC	10/23/17	3,100.20
00715726	23962	ACS MANAGEMENT LLC	10/23/17	4,282.50
00715753	16237	SAM HILL OIL INC	10/23/17	36,349.47
00715768	535601	WELP VENCIL	10/23/17	173.25
00715827	11657	A & E TIRE INC	10/24/17	807.12
00715850	16237	SAM HILL OIL INC	10/24/17	2,709.05
00715870	24560	WIRELESS ADVANCED COMMUNICATIO	10/24/17	25,031.20
00715884	295403	ABRA AUTO BODY & GLASS	10/25/17	320.00
			Fund Total	72,772.79

Net Warrants by Fund Detail

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Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715738	128693	DREXEL BARRELL & CO	10/23/17	4,430.40
00715741	212385	GMCO CORPORATION	10/23/17	50,939.40
00715743	435508	HUITT-ZOLLARS INC	10/23/17	3,489.92
00715744	34817	ICON ENGINEERING INC	10/23/17	38,939.90
00715745	8110	IMS	10/23/17	1,713.75
00715756	369652	TRANSOFT SOLUTIONS INC	10/23/17	810.00
00715757	595135	ULTEIG ENGINEERS INC	10/23/17	27,739.74
00715763	283725	UNIVERSAL FIELD SERVICES INC	10/23/17	8,267.67
00715828	25603	A-1 CHI SEAL CO	10/24/17	2,175.01
00715829	545932	ALPINE WASTE & RECYCLING	10/24/17	2,370.61
00715830	23969	ASPHALT SPECIALTIES CO INC	10/24/17	4,878.72
00715831	23969	ASPHALT SPECIALTIES CO INC	10/24/17	5,157.50
00715832	8909	BRANNAN SAND & GRAVEL COMPANY	10/24/17	171.38
00715835	2305	COBITCO INC	10/24/17	107.80
00715840	13507	GRAINGER	10/24/17	832.30
00715845	771609	PACE ANALYTICAL SERVICES INC	10/24/17	180.00
00715851	1007	UNITED POWER (UNION REA)	10/24/17	36.00
00715852	1007	UNITED POWER (UNION REA)	10/24/17	34.00
00715853	1007	UNITED POWER (UNION REA)	10/24/17	131.07
00715854	1007	UNITED POWER (UNION REA)	10/24/17	163.72
00715855	1007	UNITED POWER (UNION REA)	10/24/17	40.48
00715856	1007	UNITED POWER (UNION REA)	10/24/17	111.77
00715857	1007	UNITED POWER (UNION REA)	10/24/17	156.42
00715858	1007	UNITED POWER (UNION REA)	10/24/17	16.50
00715859	1007	UNITED POWER (UNION REA)	10/24/17	16.50
00715860	1007	UNITED POWER (UNION REA)	10/24/17	16.50
00715861	1007	UNITED POWER (UNION REA)	10/24/17	33.00
00715862	1007	UNITED POWER (UNION REA)	10/24/17	20.34
00715863	1007	UNITED POWER (UNION REA)	10/24/17	88.49
00715864	1007	UNITED POWER (UNION REA)	10/24/17	17.00
00715865	1007	UNITED POWER (UNION REA)	10/24/17	33.00
00715866	1007	UNITED POWER (UNION REA)	10/24/17	48.84
00715867	1007	UNITED POWER (UNION REA)	10/24/17	48.84
00715868	1007	UNITED POWER (UNION REA)	10/24/17	23.16
00715871	13822	XCEL ENERGY	10/24/17	981.21
00715872	13822	XCEL ENERGY	10/24/17	1,184.78

Net Warrants by Fund Detail

13Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715873	13822	XCEL ENERGY	10/24/17	30.91
00715874	13822	XCEL ENERGY	10/24/17	252.18
00715875	13822	XCEL ENERGY	10/24/17	22,021.99
00715876	13822	XCEL ENERGY	10/24/17	2,953.27
00715877	13822	XCEL ENERGY	10/24/17	152.12
00715878	13822	XCEL ENERGY	10/24/17	3.02
00715879	13822	XCEL ENERGY	10/24/17	183.10
00715880	13822	XCEL ENERGY	10/24/17	121.65
00715881	13822	XCEL ENERGY	10/24/17	254.24
00715882	13822	XCEL ENERGY	10/24/17	148.88
00715883	13822	XCEL ENERGY	10/24/17	259.84
00715941	43659	CINTAS FIRST AID & SAFETY	10/25/17	324.09
00715942	13507	GRAINGER	10/25/17	365.85
00715943	7872	VULCAN INC	10/25/17	1,593.00
Fund Total				184,069.86

Net Warrants by Fund Detail

19 **Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715739	548807	EMPLOYERS UNITY LLC	10/23/17	1,807.00
00715752	174580	MILE HIGH FITNESS	10/23/17	1,235.00
00715765	11552	VISION SERVICE PLAN-CONNECTICU	10/23/17	17,478.70
00715766	11552	VISION SERVICE PLAN-CONNECTICU	10/23/17	1,875.79
00715767	11552	VISION SERVICE PLAN-CONNECTICU	10/23/17	100.00
00715769	11657	A & E TIRE INC	10/23/17	116.20
00715775	357690	AUTO NATION	10/23/17	173.28
00715781	2157	COLO OCCUPATIONAL MEDICINE PHY	10/23/17	550.00
00715848	650156	REGO MARIA	10/24/17	3,607.70
00715898	61609	DAVIS GRAHAM & STUBBS LLP	10/25/17	23,808.05
00715904	346750	FACTORY MOTOR PARTS	10/25/17	221.74
00715944	419839	CAREHERE LLC	10/26/17	125,329.42
Fund Total				176,302.88

Net Warrants by Fund Detail

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Conservation Trust Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715770	13074	ALBERT FREI & SONS INC	10/23/17	833.84
Fund Total				833.84

Net Warrants by Fund Detail

25

Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715894	17409	COLO DEPT OF PUBLIC HEALTH AND	10/25/17	281.25
00715947	14177	COLO DEPARTMENT OF PUBLIC HEAL	10/26/17	1,250.00
Fund Total				1,531.25

Net Warrants by Fund Detail

27

Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715788	33977	E R O RESOURCES CORP	10/23/17	2,800.00
00715918	320028	MATRIX DESIGN GROUP	10/25/17	9,883.99
Fund Total				12,683.99

Net Warrants by Fund Detail

28

Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715817	13978	THORNTON CITY OF	10/23/17	368,821.30
			Fund Total	368,821.30

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715734	166025	CHILDRENS HOSPITAL	10/23/17	1,960.00
00715920	79121	MEADOW GOLD DAIRY	10/25/17	2,246.15
00715923	645087	OLSON LANDSCAPING AND DESIGN L	10/25/17	8,663.50
00715933	41914	TEACHING STRATEGIES INC	10/25/17	21,081.69
Fund Total				33,951.34

Net Warrants by Fund Detail

34

Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715730	5991	ALMOST HOME INC	10/23/17	3,606.91
00715844	609478	NELSON JULIANNA	10/24/17	265.36
Fund Total				3,872.27

Net Warrants by Fund Detail

35Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715731	646895	ASCEND CAREER AND LIFE STRATEG	10/23/17	1,000.00
00715732	646889	CABILDO VICTORIA	10/23/17	80.00
00715735	646890	COLORADO SUCCEEDS	10/23/17	992.00
00715737	133513	DEEP ROCK WATER	10/23/17	3.20
00715740	634985	FLORES JUAN JR	10/23/17	50.00
Fund Total				2,125.20

Net Warrants by Fund Detail

43Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715774	80118	AT&T CORP	10/23/17	98.14
00715791	647292	FLAGG LEE	10/23/17	712.35
00715801	443757	NRG DGPV FUND 1 LLC	10/23/17	455.07
00715802	443757	NRG DGPV FUND 1 LLC	10/23/17	1,004.79
00715803	443757	NRG DGPV FUND 1 LLC	10/23/17	627.55
00715804	443757	NRG DGPV FUND 1 LLC	10/23/17	459.84
00715809	44131	ROGGEN FARMERS ELEVATOR ASSN	10/23/17	42.00
00715811	33604	STATE OF COLORADO	10/23/17	392.00
00715812	33604	STATE OF COLORADO	10/23/17	16.00
00715821	647291	ZIEGLER JACK	10/23/17	405.33
00715842	358103	KIMLEY-HORN AND ASSOCIATES INC	10/24/17	1,177.50
Fund Total				5,390.57

Net Warrants by Fund Detail

44

Water and Wastewater Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715779	2381	COLO ANALYTICAL LABORATORY	10/23/17	194.00
Fund Total				194.00

Net Warrants by Fund Detail

50

FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715727	73472	ACTION TARGET	10/23/17	33,695.14
			Fund Total	33,695.14

County of Adams
Net Warrants by Fund Detail

Grand Total 1,640,532.37

County of Adams
Vendor Payment Report

<u>9418</u>	<u>Administrative Cost Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ALMOST HOME INC	00034	910060	290356	10/18/17	3,606.91
					Account Total	<u>3,606.91</u>
	Mileage Reimbursements					
	NELSON JULIANNA	00034	910355	290683	10/23/17	265.36
					Account Total	<u>265.36</u>
					Department Total	<u><u>3,872.27</u></u>

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	T-Hangar Rent					
	ZIEGLER JACK	00043	910103	290371	10/18/17	85.33
					Account Total	85.33
	Telephone					
	AT&T CORP	00043	910064	290371	10/18/17	85.20
					Account Total	85.20
					Department Total	170.53

County of Adams
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	910064	290371	10/18/17	<u>6.47</u>
					Account Total	<u>6.47</u>
					Department Total	<u><u>6.47</u></u>

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	STATE OF COLORADO	00043	910110	290377	10/18/17	.10
	STATE OF COLORADO	00043	910111	290377	10/18/17	.97-
					Account Total	.87-
	100LL Income					
	FLAGG LEE	00043	910067	290371	10/18/17	712.35
					Account Total	712.35
					Department Total	<u>711.48</u>

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	NRG DGPV FUND 1 LLC	00043	910068	290371	10/18/17	455.07
	NRG DGPV FUND 1 LLC	00043	910099	290371	10/18/17	1,004.79
	NRG DGPV FUND 1 LLC	00043	910100	290371	10/18/17	627.55
	NRG DGPV FUND 1 LLC	00043	910101	290371	10/18/17	459.84
					Account Total	<u>2,547.25</u>
	Other Rents & Leases					
	ROGGEN FARMERS ELEVATOR ASSN	00043	910102	290371	10/18/17	42.00
					Account Total	<u>42.00</u>
	Telephone					
	AT&T CORP	00043	910064	290371	10/18/17	6.47
					Account Total	<u>6.47</u>
					Department Total	<u><u>2,595.72</u></u>

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Temporary Labor					
	RANDSTAD US LP	00001	910356	290683	10/23/17	936.61
					Account Total	936.61
					Department Total	936.61

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	ECPAC	00001	910248	290577	10/20/17	1,000.00
	LAKE COUNTY BUILD A GENERATION	00001	910351	290672	10/23/17	1,000.00
	MAPLETON EDUCATION FOUNDATION	00001	910352	290676	10/23/17	2,500.00
					Account Total	<u>4,500.00</u>
					Department Total	<u><u>4,500.00</u></u>

County of Adams
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALL A BOARD INC	00004	910484	290772	10/24/17	26,578.00
	ALL A BOARD INC	00004	910484	290772	10/24/17	1,746.00
	ALL A BOARD INC	00004	910484	290772	10/24/17	6,330.00
					Account Total	<u>34,654.00</u>
					Department Total	<u><u>34,654.00</u></u>

County of Adams
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO ASSESSORS ASSN	00001	910220	290475	10/19/17	180.00
					Account Total	180.00
					Department Total	180.00

County of Adams
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Advertising					
	I70 SCOUT THE	00001	910206	290461	10/19/17	6,420.48
	METROWEST NEWSPAPERS	00001	910205	290461	10/19/17	1,497.76
					Account Total	7,918.24
	Maintenance Contracts					
	CREDITRON	00001	910204	290461	10/19/17	145.00
					Account Total	145.00
	Minor Equipment					
	CREDITRON	00001	910204	290461	10/19/17	690.00
					Account Total	690.00
	Postage & Freight					
	CREDITRON	00001	910204	290461	10/19/17	25.00
					Account Total	25.00
	Treasurer-Redemptions					
	ADAMS COUNTY TREASURER	00001	910592	290854	10/25/17	10.74
					Account Total	10.74
					Department Total	8,788.98

County of Adams
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	COLO OCCUPATIONAL MEDICINE PHY	00019	910228	290556	10/20/17	550.00
					Account Total	550.00
					Department Total	550.00

County of Adams
Vendor Payment Report

<u>1044</u>	<u>CA- SS Dependency/Neglect</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Books					
	THOMSON REUTERS	00001	910227	290556	10/20/17	<u>365.40</u>
					Account Total	<u>365.40</u>
					Department Total	<u><u>365.40</u></u>

County of Adams
Vendor Payment Report

<u>1094</u>	<u>CED Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	SHREVE JEANNE	00001	910116	290378	10/18/17	223.58
	SHREVE JEANNE	00001	910117	290378	10/18/17	61.74
					Account Total	<u>285.32</u>
					Department Total	<u><u>285.32</u></u>

County of Adams
Vendor Payment Report

<u>1020</u>	<u>CLK Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	GONZALEZ ROSA	00001	909396	289583	10/06/17	<u>329.70</u>
					Account Total	<u>329.70</u>
					Department Total	<u><u>329.70</u></u>

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00001	910217	290470	10/19/17	48.68
	I70 SCOUT THE	00001	910218	290470	10/19/17	123.84
					Account Total	172.52
	Minor Equipment					
	THORNTON CITY OF	00001	910219	290470	10/19/17	534.23
					Account Total	534.23
					Department Total	706.75

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED IT USA LLC	00001	909403	289583	10/06/17	196.20
					Account Total	196.20
	Mileage Reimbursements					
	ELLARS SARA	00001	910221	290534	10/20/17	64.74
	VALDEZ MONIQUE	00001	910222	290534	10/20/17	19.80
					Account Total	84.54
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	909392	289583	10/06/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	909393	289583	10/06/17	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	909394	289583	10/06/17	16.21
	ALSCO AMERICAN INDUSTRIAL	00001	910212	290470	10/19/17	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	910213	290470	10/19/17	16.21
	ALSCO AMERICAN INDUSTRIAL	00001	910214	290470	10/19/17	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	910215	290470	10/19/17	16.21
					Account Total	130.75
	Other Professional Serv					
	RED HAWK FIRE & SECURITY	00001	909400	289583	10/06/17	1,107.00
	RED HAWK FIRE & SECURITY	00001	909402	289583	10/06/17	797.00
					Account Total	1,904.00
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	909384	289583	10/06/17	1,857.12
	ALLIED UNIVERSAL SECURITY SERV	00001	909386	289583	10/06/17	1,653.26
	ALLIED UNIVERSAL SECURITY SERV	00001	909388	289583	10/06/17	1,653.26
	ALLIED UNIVERSAL SECURITY SERV	00001	909390	289583	10/06/17	1,835.38
	ALLIED UNIVERSAL SECURITY SERV	00001	909391	289583	10/06/17	1,850.40
	ALLIED UNIVERSAL SECURITY SERV	00001	910209	290470	10/19/17	1,537.81
	ALLIED UNIVERSAL SECURITY SERV	00001	910210	290470	10/19/17	1,836.95
	ALLIED UNIVERSAL SECURITY SERV	00001	910211	290470	10/19/17	1,843.68
					Account Total	14,067.86
	Travel & Transportation					
	GONZALEZ LUCIA	00001	909395	289583	10/06/17	75.67
	LOCH FANCY	00001	909399	289583	10/06/17	75.67
					Account Total	151.34

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
					Department Total	<u><u>16,534.69</u></u>

County of Adams
Vendor Payment Report

<u>1021</u>	<u>CLK Recording</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	HOV SERVICES INC	00001	909397	289583	10/06/17	474.32
	HOV SERVICES INC	00001	909398	289583	10/06/17	1,255.28
					Account Total	1,729.60
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	910216	290470	10/19/17	798.00
					Account Total	798.00
					Department Total	2,527.60

County of Adams
Vendor Payment Report

<u>6021</u>	<u>CT- Trails- Plan/Design Const</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Infrastruc Rep & Maint					
	ALBERT FREI & SONS INC	00024	910157	290442	10/19/17	<u>833.84</u>
					Account Total	<u>833.84</u>
					Department Total	<u><u>833.84</u></u>

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	MCKAY LORI A	00001	910017	290249	10/17/17	51.00
					Account Total	51.00
	Education & Training					
	ADCO DISTRICT ATTORNEY	00001	910322	290660	10/23/17	25.00
					Account Total	25.00
	Membership Dues					
	CENTER FOR LEGAL INCLUSIVENESS	00001	910015	290249	10/17/17	100.00
					Account Total	100.00
	Other Professional Serv					
	MCALLISTER JEAN G	00001	910016	290249	10/17/17	200.00
	VINCENT ROMEO & RODRIQUEZ LLC	00001	910018	290249	10/17/17	60.00
					Account Total	260.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY	00001	910012	290249	10/17/17	71.42
	ADCO DISTRICT ATTORNEY	00001	910012	290249	10/17/17	327.20
	ADCO DISTRICT ATTORNEY	00001	910322	290660	10/23/17	536.64
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	910013	290249	10/17/17	95.63
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	910013	290249	10/17/17	55.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	910229	290566	10/20/17	83.70
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	910229	290566	10/20/17	140.54
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	910229	290566	10/20/17	75.83
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	910229	290566	10/20/17	87.05
					Account Total	1,473.01
					Department Total	1,909.01

County of Adams
Vendor Payment Report

<u>9261</u>	<u>DA- Diversion Project</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	AZZOLINA CAROL	00001	910230	290566	10/20/17	123.00
	BUCHANAN SANDY	00001	910231	290566	10/20/17	123.00
	RUELAS RAFAEL	00001	910232	290566	10/20/17	123.00
					Account Total	<u>369.00</u>
					Department Total	<u><u>369.00</u></u>

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	910024	290256	10/17/17	1,074.16
	A & E TIRE INC	00006	910025	290256	10/17/17	1,345.20
	A & E TIRE INC	00006	910026	290256	10/17/17	139.40
	A & E TIRE INC	00006	910027	290256	10/17/17	541.44
	A & E TIRE INC	00006	910360	290684	10/23/17	807.12
	ABRA AUTO BODY & GLASS	00006	910451	290770	10/24/17	160.00
	ABRA AUTO BODY & GLASS	00006	910452	290770	10/24/17	160.00
	ACS MANAGEMENT LLC	00006	910028	290256	10/17/17	4,282.50
	SAM HILL OIL INC	00006	910019	290256	10/17/17	456.51
	SAM HILL OIL INC	00006	910020	290256	10/17/17	3,807.94
	SAM HILL OIL INC	00006	910021	290256	10/17/17	14,269.34
	SAM HILL OIL INC	00006	910022	290256	10/17/17	904.63
	SAM HILL OIL INC	00006	910023	290256	10/17/17	774.80
	SAM HILL OIL INC	00006	910029	290256	10/17/17	16,136.25
	SAM HILL OIL INC	00006	910358	290684	10/23/17	2,096.24
	SAM HILL OIL INC	00006	910359	290684	10/23/17	612.81
	WIRELESS ADVANCED COMMUNICATIO	00006	910361	290684	10/23/17	12,515.60
	WIRELESS ADVANCED COMMUNICATIO	00006	910362	290684	10/23/17	12,515.60
					Account Total	72,599.54
					Department Total	72,599.54

County of Adams
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	CSU EXTENSION	00001	909952	290246	10/17/17	<u>3,325.00</u>
					Account Total	<u>3,325.00</u>
					Department Total	<u><u>3,325.00</u></u>

County of Adams
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	CSU EXTENSION	00001	909952	290246	10/17/17	3,325.00
	CSU EXTENSION	00001	909952	290246	10/17/17	12,359.40
					Account Total	15,684.40
					Department Total	15,684.40

County of Adams
Vendor Payment Report

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	CSU EXTENSION	00001	909952	290246	10/17/17	3,325.00
	CSU EXTENSION	00001	909952	290246	10/17/17	13,517.63
	CSU EXTENSION	00001	909952	290246	10/17/17	4,768.97
					Account Total	<u>21,611.60</u>
					Department Total	<u><u>21,611.60</u></u>

County of Adams
Vendor Payment Report

<u>1018</u>	<u>Finance General Accounting</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GARCIA LAURA	00001	910353	290683	10/23/17	154.08
					Account Total	154.08
					Department Total	154.08

County of Adams
Vendor Payment Report

<u>9111</u>	<u>Fleet- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	WELP VENCIL	00006	910115	290378	10/18/17	<u>46.00</u>
					Account Total	<u>46.00</u>
					Department Total	<u><u>46.00</u></u>

County of Adams
Vendor Payment Report

<u>9115</u>	<u>Fleet- Strasbrg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	WELP VENCIL	00006	910321	290652	10/23/17	<u>127.25</u>
					Account Total	<u>127.25</u>
					Department Total	<u><u>127.25</u></u>

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	910110	290377	10/18/17	391.90
	STATE OF COLORADO	00043	910111	290377	10/18/17	16.97
					Account Total	408.87
	Received not Vouchered Clrg					
	KIMLEY-HORN AND ASSOCIATES INC	00043	910357	290684	10/23/17	1,177.50
					Account Total	1,177.50
	T-Hanger Deposits					
	ZIEGLER JACK	00043	910103	290371	10/18/17	320.00
					Account Total	320.00
					Department Total	1,906.37

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Vendor Payment Report

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ACTION TARGET	00050	910098	290375	10/18/17	<u>33,695.14</u>
					Account Total	<u>33,695.14</u>
					Department Total	<u><u>33,695.14</u></u>

County of Adams
Vendor Payment Report

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ADVANCED NETWORK MANAGEMENT IN	00001	910450	290770	10/24/17	29,965.00
	ALLIED UNIVERSAL SECURITY SERV	00001	910063	290370	10/18/17	16,443.70
	ALLIED UNIVERSAL SECURITY SERV	00001	910483	290772	10/24/17	1,612.80
	ARISING HOPE INTERNATIONAL	00001	910069	290370	10/18/17	250.00
	ARMORED KNIGHTS INC	00001	910448	290770	10/24/17	332.44
	ARMORED KNIGHTS INC	00001	910448	290770	10/24/17	67.41
	ARMORED KNIGHTS INC	00001	910448	290770	10/24/17	133.28
	ARMORED KNIGHTS INC	00001	910448	290770	10/24/17	67.41
	ARMORED KNIGHTS INC	00001	910448	290770	10/24/17	67.41
	ARMORED KNIGHTS INC	00001	910448	290770	10/24/17	133.28
	ARMORED KNIGHTS INC	00001	910448	290770	10/24/17	133.28
	ARMORED KNIGHTS INC	00001	910448	290770	10/24/17	67.41
	ARMORED KNIGHTS INC	00001	910448	290770	10/24/17	33.70
	ARMORED KNIGHTS INC	00001	910448	290770	10/24/17	332.44
	BI- BEHAVIORAL INTERVENTIONS	00001	910070	290370	10/18/17	2,976.57
	CINTAS CORPORATION #66	00001	910367	290684	10/23/17	134.43
	CINTAS CORPORATION #66	00001	910368	290684	10/23/17	134.43
	CINTAS CORPORATION #66	00001	910533	290779	10/24/17	134.43
	COLO DIST ATTORNEY COUNCIL	00001	910481	290772	10/24/17	2,723.60
	COMCOR INC	00001	910538	290779	10/24/17	292.64
	COMMUNITY REACH CENTER	00001	910071	290370	10/18/17	40,993.00
	CORRECTIONAL MANAGEMENT INC	00001	910537	290779	10/24/17	160.89
	DENTONS US LLP	00001	910517	290772	10/24/17	10,000.00
	DENTONS US LLP	00001	910517	290772	10/24/17	500.00
	ECONOMIC & PLANNING SYSTEMS IN	00001	910490	290772	10/24/17	12,380.58
	EVENTPRO SOFTWARE	00001	910449	290770	10/24/17	8,127.94
	GEO GROUP INC	00001	910536	290779	10/24/17	2,646.16
	GOLDMAN ROBBINS NICHOLSON & MA	00001	910513	290772	10/24/17	3,810.00
	GROUNDS SERVICE COMPANY	00001	910118	290379	10/18/17	175.00
	GROUNDS SERVICE COMPANY	00001	910119	290379	10/18/17	140.00
	IDEXX DISTRIBUTION INC	00001	910444	290770	10/24/17	955.02
	IDEXX DISTRIBUTION INC	00001	910445	290770	10/24/17	427.00
	KD SERVICE GROUP	00001	910072	290370	10/18/17	541.13
	LANDAUER INC	00001	910073	290370	10/18/17	951.40
	LATPRO INC	00001	910039	290256	10/17/17	283.34

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Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	LATPRO INC	00001	910039	290256	10/17/17	283.33
	LOPEZ MARCUS	00001	910233	290571	10/20/17	303.00
	MATRIX DESIGN GROUP	00001	910482	290772	10/24/17	9,883.99
	MATRIX DESIGN GROUP	00001	910482	290772	10/24/17	5,000.00
	METRO NORTH LTD	00001	910040	290256	10/17/17	61.93
	MWI VETERINARY SUPPLY CO	00001	910369	290684	10/23/17	181.58
	MWI VETERINARY SUPPLY CO	00001	910370	290684	10/23/17	15.39
	MWI VETERINARY SUPPLY CO	00001	910371	290684	10/23/17	186.47
	MWI VETERINARY SUPPLY CO	00001	910372	290684	10/23/17	297.79
	MWI VETERINARY SUPPLY CO	00001	910373	290684	10/23/17	72.22
	MWI VETERINARY SUPPLY CO	00001	910374	290684	10/23/17	724.06
	MWI VETERINARY SUPPLY CO	00001	910375	290684	10/23/17	2,411.75
	MWI VETERINARY SUPPLY CO	00001	910432	290770	10/24/17	2.29
	MWI VETERINARY SUPPLY CO	00001	910432	290770	10/24/17	171.59
	MWI VETERINARY SUPPLY CO	00001	910433	290770	10/24/17	44.58
	MWI VETERINARY SUPPLY CO	00001	910434	290770	10/24/17	28.38
	MWI VETERINARY SUPPLY CO	00001	910435	290770	10/24/17	8.08
	MWI VETERINARY SUPPLY CO	00001	910436	290770	10/24/17	177.38
	MWI VETERINARY SUPPLY CO	00001	910437	290770	10/24/17	493.53
	MWI VETERINARY SUPPLY CO	00001	910438	290770	10/24/17	80.00
	MWI VETERINARY SUPPLY CO	00001	910440	290770	10/24/17	70.66
	MWI VETERINARY SUPPLY CO	00001	910441	290770	10/24/17	1,340.50
	MWI VETERINARY SUPPLY CO	00001	910442	290770	10/24/17	26.09
	MWI VETERINARY SUPPLY CO	00001	910443	290770	10/24/17	26.09
	MWI VETERINARY SUPPLY CO	00001	910446	290770	10/24/17	1,078.43
	NCS PEARSON INC	00001	910092	290370	10/18/17	690.75
	NUMERICA CORPORATION	00001	910091	290370	10/18/17	13,780.96
	PERKINS COIE LLP	00001	910485	290772	10/24/17	2,303.00
	PFX PET SUPPLY	00001	910439	290770	10/24/17	428.80
	PIONEER TECHNOLOGY GROUP LLC	00001	910488	290772	10/24/17	16,250.00
	PTS OF AMERICA LLC	00001	910093	290370	10/18/17	652.00
	PTS OF AMERICA LLC	00001	910234	290571	10/20/17	1,969.00
	PTS OF AMERICA LLC	00001	910235	290571	10/20/17	1,252.00
	SUMMIT FOOD SERVICE LLC	00001	910094	290370	10/18/17	26,288.51
	THYSSENKRUPP ELEVATOR CORP	00001	910033	290256	10/17/17	1,182.03
	THYSSENKRUPP ELEVATOR CORP	00001	910033	290256	10/17/17	125.00

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<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	THYSSENKRUPP ELEVATOR CORP	00001	910033	290256	10/17/17	91.21
	THYSSENKRUPP ELEVATOR CORP	00001	910033	290256	10/17/17	791.00
	THYSSENKRUPP ELEVATOR CORP	00001	910033	290256	10/17/17	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	910033	290256	10/17/17	2,575.00
	THYSSENKRUPP ELEVATOR CORP	00001	910033	290256	10/17/17	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	910033	290256	10/17/17	325.00
	THYSSENKRUPP ELEVATOR CORP	00001	910033	290256	10/17/17	675.00
	THYSSENKRUPP ELEVATOR CORP	00001	910033	290256	10/17/17	250.00
	TIME TO CHANGE	00001	910534	290779	10/24/17	138,097.84
	TIME TO CHANGE	00001	910534	290779	10/24/17	6,017.88
	TIME TO CHANGE	00001	910535	290779	10/24/17	207,744.90
	TIME TO CHANGE	00001	910535	290779	10/24/17	11,257.90
	TOSHIBA FINANCIAL SERVICES	00001	910095	290370	10/18/17	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	910095	290370	10/18/17	1,278.28
	TOSHIBA FINANCIAL SERVICES	00001	910095	290370	10/18/17	187.44
	TOSHIBA FINANCIAL SERVICES	00001	910095	290370	10/18/17	1,050.52
					Account Total	<u>599,731.27</u>
					Department Total	<u><u>599,731.27</u></u>

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	910332	290667	10/23/17	4,139.16
	UNITED POWER (UNION REA)	00005	910333	290667	10/23/17	377.77
	UNITED POWER (UNION REA)	00005	910334	290667	10/23/17	1,034.20
					Account Total	5,551.13
	Grounds Maintenance					
	GOLF & SPORT SOLUTIONS	00005	910326	290667	10/23/17	3,435.76
	P&W GOLF SUPPLY LLC	00005	910330	290667	10/23/17	115.00
					Account Total	3,550.76
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	910323	290667	10/23/17	43.56
					Account Total	43.56
	Vehicle Parts & Supplies					
	GCR TIRES AND SERVICE	00005	910325	290667	10/23/17	532.00
	HOSEPOWER USA AND/OR COMPLETE	00005	910324	290667	10/23/17	97.59
	L L JOHNSON DIST	00005	910327	290667	10/23/17	119.22
	L L JOHNSON DIST	00005	910328	290667	10/23/17	145.09
	L L JOHNSON DIST	00005	910329	290667	10/23/17	23.79
					Account Total	917.69
					Department Total	10,063.14

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Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	910331	290667	10/23/17	<u>34.81</u>
					Account Total	<u>34.81</u>
					Department Total	<u><u>34.81</u></u>

County of Adams
Vendor Payment Report

31	Head Start Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	CHILDRENS HOSPITAL	00031	910046	290256	10/17/17	1,960.00
	MEADOW GOLD DAIRY	00031	910454	290770	10/24/17	121.05
	MEADOW GOLD DAIRY	00031	910455	290772	10/24/17	80.70
	MEADOW GOLD DAIRY	00031	910456	290772	10/24/17	121.05
	MEADOW GOLD DAIRY	00031	910457	290772	10/24/17	134.50
	MEADOW GOLD DAIRY	00031	910458	290772	10/24/17	53.80
	MEADOW GOLD DAIRY	00031	910459	290772	10/24/17	80.70
	MEADOW GOLD DAIRY	00031	910460	290772	10/24/17	80.70
	MEADOW GOLD DAIRY	00031	910461	290772	10/24/17	67.25
	MEADOW GOLD DAIRY	00031	910462	290772	10/24/17	53.80
	MEADOW GOLD DAIRY	00031	910463	290772	10/24/17	67.25
	MEADOW GOLD DAIRY	00031	910464	290772	10/24/17	40.35
	MEADOW GOLD DAIRY	00031	910465	290772	10/24/17	67.25
	MEADOW GOLD DAIRY	00031	910466	290772	10/24/17	40.35
	MEADOW GOLD DAIRY	00031	910467	290772	10/24/17	53.80
	MEADOW GOLD DAIRY	00031	910468	290772	10/24/17	94.15
	MEADOW GOLD DAIRY	00031	910469	290772	10/24/17	94.15
	MEADOW GOLD DAIRY	00031	910470	290772	10/24/17	67.25
	MEADOW GOLD DAIRY	00031	910471	290772	10/24/17	67.25
	MEADOW GOLD DAIRY	00031	910472	290772	10/24/17	67.25
	MEADOW GOLD DAIRY	00031	910473	290772	10/24/17	53.80
	MEADOW GOLD DAIRY	00031	910474	290772	10/24/17	40.35
	MEADOW GOLD DAIRY	00031	910475	290772	10/24/17	134.50
	MEADOW GOLD DAIRY	00031	910476	290772	10/24/17	201.75
	MEADOW GOLD DAIRY	00031	910477	290772	10/24/17	107.60
	MEADOW GOLD DAIRY	00031	910478	290772	10/24/17	147.95
	MEADOW GOLD DAIRY	00031	910479	290772	10/24/17	107.60
	OLSON LANDSCAPING AND DESIGN L	00031	910480	290772	10/24/17	8,663.50
	TEACHING STRATEGIES INC	00031	910453	290770	10/24/17	21,081.69
					Account Total	33,951.34
					Department Total	33,951.34

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CAREHERE LLC	00019	910749	291011	10/26/17	333.61
	CAREHERE LLC	00019	910749	291011	10/26/17	693.86
	CAREHERE LLC	00019	910749	291011	10/26/17	7,663.44
	CAREHERE LLC	00019	910749	291011	10/26/17	1,597.60
	CAREHERE LLC	00019	910749	291011	10/26/17	21,703.91
	CAREHERE LLC	00019	910751	291011	10/26/17	8,705.50
	CAREHERE LLC	00019	910751	291011	10/26/17	8,757.00
	CAREHERE LLC	00019	910753	291011	10/26/17	8,705.50
	CAREHERE LLC	00019	910753	291011	10/26/17	8,757.00
	CAREHERE LLC	00019	910757	291011	10/26/17	30,000.00
	CAREHERE LLC	00019	910757	291011	10/26/17	25,000.00
	CAREHERE LLC	00019	910759	291011	10/26/17	1,706.00
	CAREHERE LLC	00019	910760	291011	10/26/17	1,706.00
	DAVIS GRAHAM & STUBBS LLP	00019	910511	290772	10/24/17	23,808.05
	EMPLOYERS UNITY LLC	00019	910030	290256	10/17/17	1,807.00
	FACTORY MOTOR PARTS	00019	910515	290772	10/24/17	12.07
	FACTORY MOTOR PARTS	00019	910516	290772	10/24/17	209.67
	MILE HIGH FITNESS	00019	910031	290256	10/17/17	1,235.00
					Account Total	152,401.21
					Department Total	152,401.21

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	A & E TIRE INC	00019	910226	290556	10/20/17	116.20
	AUTO NATION	00019	910225	290556	10/20/17	173.28
	REGO MARIA	00019	910354	290683	10/23/17	3,607.70
					Account Total	<u>3,897.18</u>
					Department Total	<u><u>3,897.18</u></u>

County of Adams
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	910112	290378	10/18/17	17,478.70
	VISION SERVICE PLAN-CONNECTICU	00019	910114	290378	10/18/17	100.00
					Account Total	<u>17,578.70</u>
					Department Total	<u><u>17,578.70</u></u>

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ISP Services					
	COMCAST BUSINESS	00001	909821	290071	10/16/17	1,700.00
					Account Total	1,700.00
	Other Professional Serv					
	COMMUNICATION CONSTRUCTION & E	00001	909716	289921	10/13/17	3,220.00
	COMMUNICATION CONSTRUCTION & E	00001	910056	290350	10/18/17	3,610.00
	PIPER COMMUNICATION SERVICES I	00001	909822	290071	10/16/17	565.00
					Account Total	7,395.00
	Telephone					
	TDS TELECOM	00001	910165	290447	10/19/17	839.49
	WINDSTREAM COMMUNICATIONS	00001	910166	290447	10/19/17	1,443.20
					Account Total	2,282.69
					Department Total	<u>11,377.69</u>

County of Adams
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Infrastruc Rep & Maint					
	E R O RESOURCES CORP	00027	910159	290442	10/19/17	<u>2,800.00</u>
					Account Total	<u>2,800.00</u>
					Department Total	<u><u>2,800.00</u></u>

County of Adams
Vendor Payment Report

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	THORNTON CITY OF	00028	910162	290442	10/19/17	<u>368,821.30</u>
					Account Total	<u>368,821.30</u>
					Department Total	<u><u>368,821.30</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fair Expenses-General					
	CASTANEDA, KAITLIN	00001	909951	290237	10/17/17	7.00
	FAILS, SKYLAR	00001	909950	290237	10/17/17	7.00
					Account Total	14.00
	Regional Park Rentals					
	ARROYO PATRICIA	00001	909837	290084	10/16/17	650.00
	LOR SEE	00001	909838	290084	10/16/17	2,075.00
	MARTINEZ HENRY	00001	909839	290084	10/16/17	200.00
	WASTE MANAGEMENT	00001	909840	290084	10/16/17	350.00
					Account Total	3,275.00
	Travel & Transportation					
	VOSSLER CASANDRA	00001	910586	290845	10/25/17	111.25
					Account Total	111.25
					Department Total	3,400.25

County of Adams
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	909835	290081	10/16/17	2,277.26
	UNITED POWER (UNION REA)	00001	909836	290081	10/16/17	44.01
					Account Total	<u>2,321.27</u>
					Department Total	<u><u>2,321.27</u></u>

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Vendor Payment Report

<u>5018</u>	<u>PKS- Natural Resources Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CLARK AARON	00001	910158	290442	10/19/17	<u>237.72</u>
					Account Total	<u>237.72</u>
					Department Total	<u><u>237.72</u></u>

County of Adams
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	909832	290081	10/16/17	871.79
	UNITED POWER (UNION REA)	00001	909833	290081	10/16/17	42.78
					Account Total	<u>914.57</u>
					Department Total	<u><u>914.57</u></u>

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	909834	290081	10/16/17	30.09
					Account Total	30.09
	Water/Sewer/Sanitation					
	NORTH WASHINGTON STREET	00001	910160	290442	10/19/17	3,580.33
	NORTH WASHINGTON STREET	00001	910161	290442	10/19/17	5,158.40
					Account Total	8,738.73
					Department Total	<u>8,768.82</u>

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BUSH MELVIN E	00001	910346	290670	10/23/17	65.00
	BUZEK, VINCE	00001	909824	290080	10/16/17	65.00
	GARCIA JUAN ALBERTO	00001	910345	290670	10/23/17	65.00
	GARNER, ROSIE	00001	909825	290080	10/16/17	65.00
	HERRERA, AARON	00001	909827	290080	10/16/17	65.00
	KALAVITY KAREN FRANCES	00001	910350	290670	10/23/17	65.00
	MCCREARY RAPHAEL	00001	910347	290670	10/23/17	65.00
	NYHOLM STEWART E	00001	910348	290670	10/23/17	65.00
	PLAKORUS DAVID	00001	909831	290080	10/16/17	65.00
	PUTMAN IRA EUGENE	00001	910349	290670	10/23/17	65.00
	RICHARDSON SHARON	00001	909828	290080	10/16/17	65.00
	WALLACE MENDEZ ZACKARY	00001	909830	290080	10/16/17	65.00
					Account Total	780.00
					Department Total	780.00

County of Adams
Vendor Payment Report

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	910113	290378	10/18/17	<u>1,875.79</u>
					Account Total	<u>1,875.79</u>
					Department Total	<u><u>1,875.79</u></u>

County of Adams
Vendor Payment Report

13	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ASPHALT SPECIALTIES CO INC	00013	910363	290684	10/23/17	4,878.72
	ASPHALT SPECIALTIES CO INC	00013	910366	290684	10/23/17	5,157.35
	BRANNAN SAND & GRAVEL COMPANY	00013	910364	290684	10/23/17	83.23
	BRANNAN SAND & GRAVEL COMPANY	00013	910365	290684	10/23/17	88.15
	DREXEL BARRELL & CO	00013	910038	290256	10/17/17	4,430.40
	GMCO CORPORATION	00013	910120	290379	10/18/17	15,038.00
	GMCO CORPORATION	00013	910121	290379	10/18/17	12,775.00
	GMCO CORPORATION	00013	910122	290379	10/18/17	7,708.80
	GMCO CORPORATION	00013	910123	290379	10/18/17	10,114.15
	GMCO CORPORATION	00013	910123	290379	10/18/17	5,303.45
	HUITT-ZOLLARS INC	00013	910037	290256	10/17/17	3,489.92
	ICON ENGINEERING INC	00013	910032	290256	10/17/17	38,939.90
	IMS	00013	910035	290256	10/17/17	1,713.75
	ULTEIG ENGINEERS INC	00013	910036	290256	10/17/17	27,739.74
	UNIVERSAL FIELD SERVICES INC	00013	910034	290256	10/17/17	8,267.67
					Account Total	145,728.23
					Department Total	145,728.23

County of Adams
Vendor Payment Report

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	910250	290575	10/20/17	<u>202.99</u>
					Account Total	<u>202.99</u>
					Department Total	<u><u>202.99</u></u>

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	910250	290575	10/20/17	<u>16.88</u>
					Account Total	<u>16.88</u>
					Department Total	<u><u>16.88</u></u>

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	910250	290575	10/20/17	253.27
	TOSHIBA BUSINESS SOLUTIONS	00001	910250	290575	10/20/17	92.03
					Account Total	<u>345.30</u>
	Operating Supplies					
	SYMBOL ARTS	00001	910249	290575	10/20/17	795.00
					Account Total	<u>795.00</u>
					Department Total	<u><u>1,140.30</u></u>

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	910250	290575	10/20/17	86.21
					Account Total	86.21
					Department Total	86.21

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	910250	290575	10/20/17	<u>173.55</u>
					Account Total	<u>173.55</u>
					Department Total	<u><u>173.55</u></u>

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	910250	290575	10/20/17	664.34
	TOSHIBA BUSINESS SOLUTIONS	00001	910250	290575	10/20/17	276.11
					Account Total	940.45
	Medical Services					
	DIVERSIFIED RADIOLOGY OF COLO	00001	910243	290575	10/20/17	220.00
					Account Total	220.00
	Mileage Reimbursements					
	BOWMAN LORI	00001	910241	290575	10/20/17	53.50
					Account Total	53.50
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	910244	290575	10/20/17	64.06
	SUMMIT FOOD SERVICE LLC	00001	910247	290575	10/20/17	109.41
					Account Total	173.47
					Department Total	1,387.42

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	910250	290575	10/20/17	89.29
					Account Total	89.29
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	910245	290575	10/20/17	28.60
					Account Total	28.60
	Other Professional Serv					
	SHRED IT USA LLC	00001	910246	290575	10/20/17	80.00
					Account Total	80.00
					Department Total	<u>197.89</u>

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	910250	290575	10/20/17	<u>167.83</u>
					Account Total	<u>167.83</u>
					Department Total	<u><u>167.83</u></u>

County of Adams
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	910250	290575	10/20/17	47.18
					Account Total	47.18
	Printing External					
	COLO CORRECTIONAL INDUSTRIES	00001	910242	290575	10/20/17	260.00
					Account Total	260.00
					Department Total	307.18

County of Adams
Vendor Payment Report

<u>3061</u>	<u>Transportation Engineering</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Software and Licensing					
	TRANSOFT SOLUTIONS INC	00001	909929	290233	10/17/17	<u>810.00</u>
					Account Total	<u>810.00</u>
					Department Total	<u><u>810.00</u></u>

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Community Events					
	ALPINE WASTE & RECYCLING	00013	910289	290644	10/23/17	2,370.61
					Account Total	2,370.61
	Culverts					
	A-1 CHI SEAL CO	00013	910288	290644	10/23/17	2,175.01
					Account Total	2,175.01
	Debris Removal					
	PACE ANALYTICAL SERVICES INC	00013	910287	290644	10/23/17	180.00
					Account Total	180.00
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	910303	290651	10/23/17	36.00
	UNITED POWER (UNION REA)	00013	910304	290651	10/23/17	34.00
	UNITED POWER (UNION REA)	00013	910305	290651	10/23/17	131.07
	UNITED POWER (UNION REA)	00013	910306	290651	10/23/17	163.72
	UNITED POWER (UNION REA)	00013	910307	290651	10/23/17	40.48
	UNITED POWER (UNION REA)	00013	910308	290651	10/23/17	111.77
	UNITED POWER (UNION REA)	00013	910309	290651	10/23/17	156.42
	UNITED POWER (UNION REA)	00013	910310	290651	10/23/17	16.50
	UNITED POWER (UNION REA)	00013	910311	290651	10/23/17	16.50
	UNITED POWER (UNION REA)	00013	910312	290651	10/23/17	16.50
	UNITED POWER (UNION REA)	00013	910313	290651	10/23/17	33.00
	UNITED POWER (UNION REA)	00013	910314	290651	10/23/17	20.34
	UNITED POWER (UNION REA)	00013	910315	290651	10/23/17	88.49
	UNITED POWER (UNION REA)	00013	910316	290651	10/23/17	17.00
	UNITED POWER (UNION REA)	00013	910317	290651	10/23/17	33.00
	UNITED POWER (UNION REA)	00013	910318	290651	10/23/17	48.84
	UNITED POWER (UNION REA)	00013	910319	290651	10/23/17	48.84
	UNITED POWER (UNION REA)	00013	910320	290651	10/23/17	23.16
	XCEL ENERGY	00013	910290	290651	10/23/17	981.21
	XCEL ENERGY	00013	910291	290651	10/23/17	1,184.78
	XCEL ENERGY	00013	910292	290651	10/23/17	30.91
	XCEL ENERGY	00013	910293	290651	10/23/17	252.18
	XCEL ENERGY	00013	910294	290651	10/23/17	22,021.99
	XCEL ENERGY	00013	910295	290651	10/23/17	2,953.27
	XCEL ENERGY	00013	910296	290651	10/23/17	152.12

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	XCEL ENERGY	00013	910297	290651	10/23/17	3.02
	XCEL ENERGY	00013	910298	290651	10/23/17	183.10
	XCEL ENERGY	00013	910299	290651	10/23/17	121.65
	XCEL ENERGY	00013	910300	290651	10/23/17	254.24
	XCEL ENERGY	00013	910301	290651	10/23/17	148.88
	XCEL ENERGY	00013	910302	290651	10/23/17	259.84
					Account Total	29,582.82
	Gravel & Recycled Material					
	ASPHALT SPECIALTIES CO INC	00013	910366	290684	10/23/17	.15
					Account Total	.15
	Operating Supplies					
	CINTAS FIRST AID & SAFETY	00013	910641	290877	10/25/17	36.85
	CINTAS FIRST AID & SAFETY	00013	910642	290877	10/25/17	24.51
	CINTAS FIRST AID & SAFETY	00013	910643	290877	10/25/17	61.00
	CINTAS FIRST AID & SAFETY	00013	910636	290877	10/25/17	37.29
	CINTAS FIRST AID & SAFETY	00013	910637	290877	10/25/17	19.23
	CINTAS FIRST AID & SAFETY	00013	910638	290877	10/25/17	115.65
	CINTAS FIRST AID & SAFETY	00013	910639	290877	10/25/17	11.35
	CINTAS FIRST AID & SAFETY	00013	910640	290877	10/25/17	18.21
	VULCAN INC	00013	910644	290877	10/25/17	1,593.00
					Account Total	1,917.09
	Road Oil					
	COBITCO INC	00013	910283	290644	10/23/17	107.80
					Account Total	107.80
	Uniforms & Cleaning					
	GRAINGER	00013	910284	290644	10/23/17	237.80
	GRAINGER	00013	910285	290644	10/23/17	332.92
	GRAINGER	00013	910286	290644	10/23/17	261.58
	GRAINGER	00013	910646	290877	10/25/17	195.45
	GRAINGER	00013	910645	290877	10/25/17	170.40
					Account Total	1,198.15
					Department Total	37,531.63

County of Adams
Vendor Payment Report

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COLO DEPARTMENT OF PUBLIC HEAL	00025	910430	290767	10/24/17	1,250.00
	COLO DEPT OF PUBLIC HEALTH AND	00025	910431	290768	10/24/17	281.25
					Account Total	<u>1,531.25</u>
					Department Total	<u><u>1,531.25</u></u>

County of Adams
Vendor Payment Report

<u>4400</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00044	910065	290371	10/18/17	23.00
	COLO ANALYTICAL LABORATORY	00044	910066	290371	10/18/17	171.00
					Account Total	<u>194.00</u>
					Department Total	<u><u>194.00</u></u>

County of Adams
Vendor Payment Report

Grand Total 1,638,407.17

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
WEDNESDAY, NOVEMBER 8, 2017**

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (17:35 PM)

3. MOTION TO APPROVE AGENDA (17:36 PM)

Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Mary Hodge, seconded by Charles "Chaz" Tedesco, unanimously carried.

4. AWARDS AND PRESENTATIONS (17:36 PM)

A. 17-781 Veterans Day Proclamation

5. PUBLIC COMMENT (17:47 PM)

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 (17:48 PM)

A. 17-789 Minutes of the Commissioners' Proceedings from October 31, 2017

Motion to Approve 6. CONSENT CALENDAR Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

7. NEW BUSINESS

A. COUNTY MANAGER

B. COUNTY ATTORNEY (17:49 PM)

8. LAND USE HEARINGS (17:50 PM)

A. Cases to be Heard (17:50 PM)

1. 17-791 USR2016-00006 Ivey Well Pad-Ward Petroleum (17:50 PM)

Motion to Approve 1. 17-791 USR2016-00006 Ivey Well Pad-Ward Petroleum Moved by Steve O'Dorisio, seconded by Erik Hansen, passed with a roll call vote 4:1.

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Modification Request for City of Westminster Big Dry Creek Trail
FROM: Nathan Mosley, Parks and Open Space Director and Shannon McDowell and Renee Petersen
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
RECOMMENDED ACTION: That the Board of County Commissioners approves the Resolution Approving Modification of the City of Westminster Big Dry Creek Trail Open Space Sales Tax Grants.

BACKGROUND:

In 2015 and 2016, the City of Westminster received grant awards to construct and improve trail segments along the Big Dry Creek Trail. In 2015, the City of Westminster received an Open Space Sales Tax grant award for 65.9% of the total project costs, up to \$1,100,000. In 2016, the City of Westminster received an additional Open Space Sales Tax grant award for 65.4% of the total project costs, up to \$300,000.

Since the grant awards, the City of Westminster has created a hierarchy for their trail system, which established that all major trail segments will be 10' concrete, minor segments will be 8' concrete, and internal trails will be soft surface. As the original requests did not account for this hierarchy, the city is requesting to institute those changes accordingly as they complete the project. In addition, one gravel trail segment proposed will not be constructed as the city is planning to master plan the site in the near future and will determine potential trail alignments through that process. More detail on the proposed trail surfaces and widths is available on the attached Modification Request Form.

The City of Westminster is also requesting to combine the grant awards, which will allow them to contract out the projects together in order to receive the best economy of scale, ensure quality of construction and control with one set of vendors, and better coordinate trail closure and detours.

The Open Space Advisory Board heard this modification request on August 23, 2017 and voted unanimously to recommend approval to the Board of County Commissioners. If approved, the grant agreements would be amended and combined, consistent with the original grant awards. The City of Westminster would receive an Open Space Sales Tax grant award for 65.7% of the total project costs (\$2,129,028), up to \$1,400,000.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks & Open Space, City of Westminster

ATTACHED DOCUMENTS:

Resolution approving modification requests
Modification request from City of Westminster
Amended grant agreement

FISCAL IMPACT:

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

Fund: 28
Cost Center: 6202

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING THE OPEN SPACE MODIFICATION REQUEST AND THE AMENDED OPEN SPACE GRANT AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF WESTMINSTER FOR THE BIG DRY CREEK TRAIL OPEN SPACE SALES TAX GRANTS

WHEREAS, Adams County voters approved an Open Space Sales Tax on November 2, 1999, to be used in accordance with Resolution 99-1; and,

WHEREAS, City of Westminster received an Open Space Sales Tax grant for improvements along the Big Dry Creek Trail on November 9, 2015 for a total of \$1,100,000 and on May 31, 2016 for a total of \$300,000; and,

WHEREAS, City of Westminster created a trail system hierarchy, which established that all major trail segments will be 10' concrete, minor segments will be 8' concrete, and internal trails will be soft surface; and,

WHEREAS, City of Westminster is requesting to implement the trail hierarchy standards along the Big Dry Creek Trail during the project construction; and,

WHEREAS, one of the gravel trail segments proposed will not be constructed due to an upcoming master plan of the site to determine the trail alignment; and,

WHEREAS, City of Westminster is requesting to combine the grant awards and contract the project jointly; and,

WHEREAS, City of Westminster wishes to amend the grant agreement and combine the grant awards for a total of 65.7% of the total project costs, up to \$1,400,000; and,

WHEREAS, City of Westminster has submitted an Open Space Sales Tax modification request; and,

WHEREAS, the Open Space Advisory Board voted unanimously in support of the modification on August 23, 2017; and,

WHEREAS, the modification is contingent upon the full execution of an amended grant agreement between the City of Westminster and the County.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that Open Space Modification Request and the Amended Open Space Grant Agreement between Adams County and the City of Westminster for the Big Dry Creek Trail Open Space Sales Tax Grants is hereby approved.

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

ADAMS COUNTY OPEN SPACE GRANT AGREEMENT #OSG2016-00005-A1

The Grant Agreement ("Agreement") is made and entered into this ____ day of _____, 201____, between the City of Westminster ("Applicant") and the County of Adams, acting through the Board of County Commissioners ("Adams County").

RECITALS

WHEREAS, in November 1999, the citizens of Adams County passed a county-wide one-fifth of one percent Open Space Sales Tax (the "Tax"); and

WHEREAS, in November 2004, the citizens of Adams County reauthorized the Tax and increased it to one-fourth of one percent; and

WHEREAS, the majority of the revenues collected are distributed to qualifying jurisdictions through a competitive grant process; and

WHEREAS, on August 3, 2015, Applicant applied for an Adams County Open Space Grant to complete the LongView Trail project (the "Project"); and

WHEREAS, on November 9, 2015, Adams County awarded Applicant an Adams County Open Space Grant to complete the Project; and

WHEREAS, on February 1, 2016, Applicant applied for an Adams County Open Space Grant to complete the Big Dry Creek Trail Upgrade project; and

WHEREAS, on May 31, 2016, Adams County awarded Applicant an Adams County Open Space Grant to complete the Project; and

WHEREAS, on November 14, 2017, Adams County approved a grant modification and amendment to adjust components and combine the Projects; and

WHEREAS, the total Adams County Open Space Grant award for the combined Project is equal to 65.7% of the total Project costs, not to exceed \$1,400,000.00.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

1. Rescission of Parties' Previous Grant Agreement. Adams County and the Applicant mutually agree that this Agreement replaces and supersedes the Adams County Open Space Grant Agreements for the Project, dated November 9, 2015 and May 31, 2016. The aforesaid November 9, 2015 and May 31, 2016 grant agreements are hereby rescinded by the parties.

2. Grant Award. Adams County hereby awards to Applicant a grant in the amount of 65.7% of the total Project costs, not to exceed \$1,400,000.00 (the "Grant"), subject to terms and conditions set forth in this Agreement.
3. Project Scope. Applicant shall complete the Project as described in the grant applications, attached as Exhibits A and B ("Project Scope") and incorporated herein by this reference. Exhibits A and B attachments include the grant applications and all application attachments. Applicant shall not materially modify the Project Scope without the approval of Adams County. Applicant may request a modification to the Project Scope in compliance with the Modification Policy stated on page 13 of the Open Space Policies and Procedures, attached as Exhibit C and incorporated herein by this reference, as may be amended from time to time by Adams County in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the event it determines that the Project Scope has been materially modified without its approval and/or if Applicant fails to comply with the Modification Policy.
4. Completion Date. Applicant shall complete the Project no later than May 31, 2018, which is two years after the date of Adams County's approval of the Project ("Completion Date"). Project completion requires all necessary documentation be submitted to Open Space staff on or before the Completion Date. Applicant may request an extension of the Completion Date in compliance with the Extension Policy stated on page 12 of the Open Space Policies and Procedures, Exhibit C, as may be amended from time to time by the Board of County Commissioners in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the event that this Completion Date is not met and/or if Applicant fails to comply with the Extension Policy.
5. Open Space Sales Tax. Applicant shall use the Grant in accordance with Resolution 99-1, attached hereto on page 22 of the Open Space Policies and Procedures, Exhibit C.
6. Policies and Procedures. Applicant shall comply with the Open Space Policies and Procedures, attached hereto as Exhibit C and incorporated herein by this reference.
7. Payment of Grant. Adams County agrees to make payments to the Applicant in the following manner:
 - a. Payments. Adams County agrees to disburse grant funds to Applicant to provide reimbursement for the payment of project costs upon successful completion of the Project, or on a quarterly basis. Itemized Reimbursement Requests, as set forth below, are required for quarterly basis reimbursements. Should the Project take two full years to complete, the Reimbursement Request for the final period of the project must be received by May 31, 2018 to remain compliant with the Project Completion Date, as set forth above. Reimbursements disbursed from Adams County shall not exceed 65.7% of

project costs incurred during the previous period with cumulative reimbursements totaling no more than \$1,400,000.00.

- b. Acceptable Expenditures. Applicant can request payment for 65.7% of all project costs incurred within the previous period with cumulative reimbursements totaling no more than \$1,400,000.00 that: (1) have already been paid by the Applicant, and (2) are listed in the approved budget attached as Exhibit A, under Application Attachment A – Project Budget. Applicant may request disbursement of grant funds for costs that have been incurred, but not paid by Applicant. However, Adams County will consider such requests on a case-by-case basis and distribution of grant funds for these purposes is not guaranteed.
 - c. Reimbursement Request. Applicant shall submit via hand delivery, facsimile, or regular mail, to Adams County an itemized Reimbursement Request for project costs that have been incurred as of the date of the request. Each Reimbursement Request shall contain the following: (1) copies of invoices and/or employee time sheets complete with a spreadsheet indicating hours worked, wages earned, and taxes and benefits paid for work related specifically to the Project; (2) documentation substantiating that the Applicant has paid for the costs for which it is requesting reimbursement, including but not limited to cancelled checks or proof of a wire transfer; and (3) a brief summary of the work completed to date.
 - d. Approval of Payment of Reimbursement Requests. The Adams County Open Space Program Manager shall approve or disapprove the amount of each Reimbursement Request within fifteen (15) days of receipt of a legible Reimbursement Request. Payment shall be made to Applicant by check or electronic fund transfer.
 - e. Disapproval of Reimbursement Request. If Adams County disapproves any amount or amounts in a Reimbursement Request, Adams County shall promptly notify Applicant of the reason therefore. Upon receipt of disapproval, Applicant and Adams County shall meet within one week to discuss what, if anything, the Applicant can do to obtain payment of the requested amount that was denied.
8. Signage. Applicant shall erect and maintain an Adams County Open Space Sign, which shall be provided by Adams County, in a prominent place on the Project site, unless the Project will not be open to the public.
9. Publicity. In all press releases regarding this Project, Applicant shall include the following statement: “This Project was funded in part with proceeds from the Adams County Open Space Sales Tax. The Adams County Open Space Sales Tax was passed by the Adams County voters in 1999, and reauthorized in November 2004, to be extended until December 31, 2026.”

10. Miscellaneous Provisions.

- A. Good Faith. Both Parties have an obligation to act in good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. Applicable Law. Colorado law applies to the interpretation and enforcement of this Agreement.
- C. Time is of the essence. Time is of the essence in this Agreement.
- D. Authority. The undersigned represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement on behalf of the Applicant, that the Applicant's obligations in this Grant Agreement have been authorized, and that the Grant Agreement is a valid and legal agreement binding on the Applicant in accordance with its terms.
- E. Survival. The terms and provisions of this Agreement and Applicant's obligations hereunder shall survive the funding of the Grant.
- F. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

The remainder of this page is left blank intentionally.

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

BOARD OF COUNTY COMMISSIONERS
COUNTY OF ADAMS, STATE OF COLORADO

Chair

ATTEST:
STAN MARTIN, CLERK

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

CITY OF WESTMINSTER, APPLICANT

By (signature)

Printed name

Title



Adams County Open Space Modification Request Form

Revised 11/2013

Date of Request:	8-3-2017
Grantee Name:	City of Westminster
Project Name:	Longsview TRail and Big Dry Creek TRail Upgrades
Contact Person:	John Vann (Nicole Ankeney)
Phone Number:	(303) 658-2214
Email:	jvann@cityofwestminster.us
Project Due Date:	7-23-17

Previously Submitted Leverage Summary:		Proposed Revision to Leverage Summary:	
Grant Total:	\$1,400,000.00	Grant Total:	\$1,400,000.00
Total Project Costs:	\$2,129,028.00	Total Project Costs:	\$2,129,028.00
% of Funding Requested:	65.70%	% of Funding Requested:	65.70%

Please provide a description of the changes to the project as well as an explanation for the changes. Please provide specific details.

The City of Westminster proposes the following changes to the Longsview Trail Grant # OSG2015-00039, and Big Dry Creek Trail Improvement 2016 # OSG2016-00005. These changes will better serve the direct trail connections into Big Dry Creek Park, and better enhance a stretch of the Big Dry Creek Trail.

Subsequent to award of the grants, the City has worked hard on a wayfinding program and trail hierarchy that will bring consistency and purpose to segments of our trail program. Although still in its final approval stages, findings from the wayfinding research indicate that the current trail system is somewhat difficult to use, and locations are difficult to find or determine from trail appearance and direction.

The revision of this grant will accomplish the original goals of connecting neighborhoods to parks and schools, while enhancing the regional / commuter trail aspect of the Big Dry Creek trail.

1. Bid both projects together to achieve an economy of scale on the unit pricing.
2. Combining the projects will allow funding flexibility between line items.
3. By combining the projects, we will be able to perform this as one contract and one contractor allowing us better quality control.
4. Combining the projects allows the City to combine efforts and reduce expenditures for professional services.

Currently, the City has retained Martin and Martin Engineering for the projects. Drawings for the combined project are approximately 90% complete, and a bid letting is anticipated for late August 2017. Construction is planned for late



Adams County Open Space Modification Request Form

Revised 11/2013

fall into early summer of 2018 for both projects.

LONGSVIEW GRANT

1. As proposed, trail linkages with Home Farm and Harmony Park neighborhoods and local schools will be continuous 8' wide concrete with a safe, signalized crossing at 128th street. This will provide direct access to the big Dry Creek Trail without having to double back through the park to the existing underpass.
2. The proposed Big Dry Creek trail segments will be re-aligned onto a single gravel trail that connects the underpasses, and is as a more direct route for regional and commuter use. This trail will be then converted to 10-foot wide concrete with a 4 foot wide gravel side path. This path design section is the new design standard for the Big Dry Creek Trail and will fit better into in the hierarchical system. It is also located in closer proximity to the nature and environment of Big Dry Creek itself. The interior park trails will now remain as crusher fines for local park use instead of being converted to concrete.
3. A new trailhead is now proposed to be located in the Big Dry Creek Park. This trailhead will feature a trail map type monument, and features that will discuss the trail system in much better detail than currently exists. The interior trail that connects from the proposed trailhead location to the Big Dry Creek will be paved in 8' wide concrete, crossing an existing bridge, promoting a direct access to Big Dry Creek.
4. The proposed connections from the Longsview development (now named the Brodie) have been completed as planned, creating good access for the growing community.
5. A new gravel trail that is planned to cut across a ridgeline to the south of Big Dry Creek Park down to 122nd will be deleted, as we are now beginning to master plan that open space for possible activation. A revised Master Plan will contemplate further details, and coordinate with Adams County to verify land usage agreements.
6. Totals:
 - a. Length of 10' concrete path with 4' gravel side path - 4082 LF
 - b. Length of 8' concrete trail - 2820 LF
 - c. Signalized Pedestrian Crossing

BIG DRY CREEK TRAIL UPGRADES GRANT

1. The BDCT project will be constructed as contemplated.
2. Reconstruct a few locations to better meet ADA guidelines for trail use.
3. Totals:
 - a. Length of 10' concrete path with 4' gravel side path - 7120 LF
 - b. Length of 8' concrete trail - 630 LF

Are you also requesting an extension? Yes No

Requested Due Date: 06-30-18
(No longer than 6 months)




Adams County Open Space Modification Request Form

Revised 11/2013

Attach the following:

- Copy of original budget submitted with grant application
- Revised budget
- Copy of original timeline submitted with grant application
- Revised timeline
- Evidence of progress (Photos of project or in narrative above)

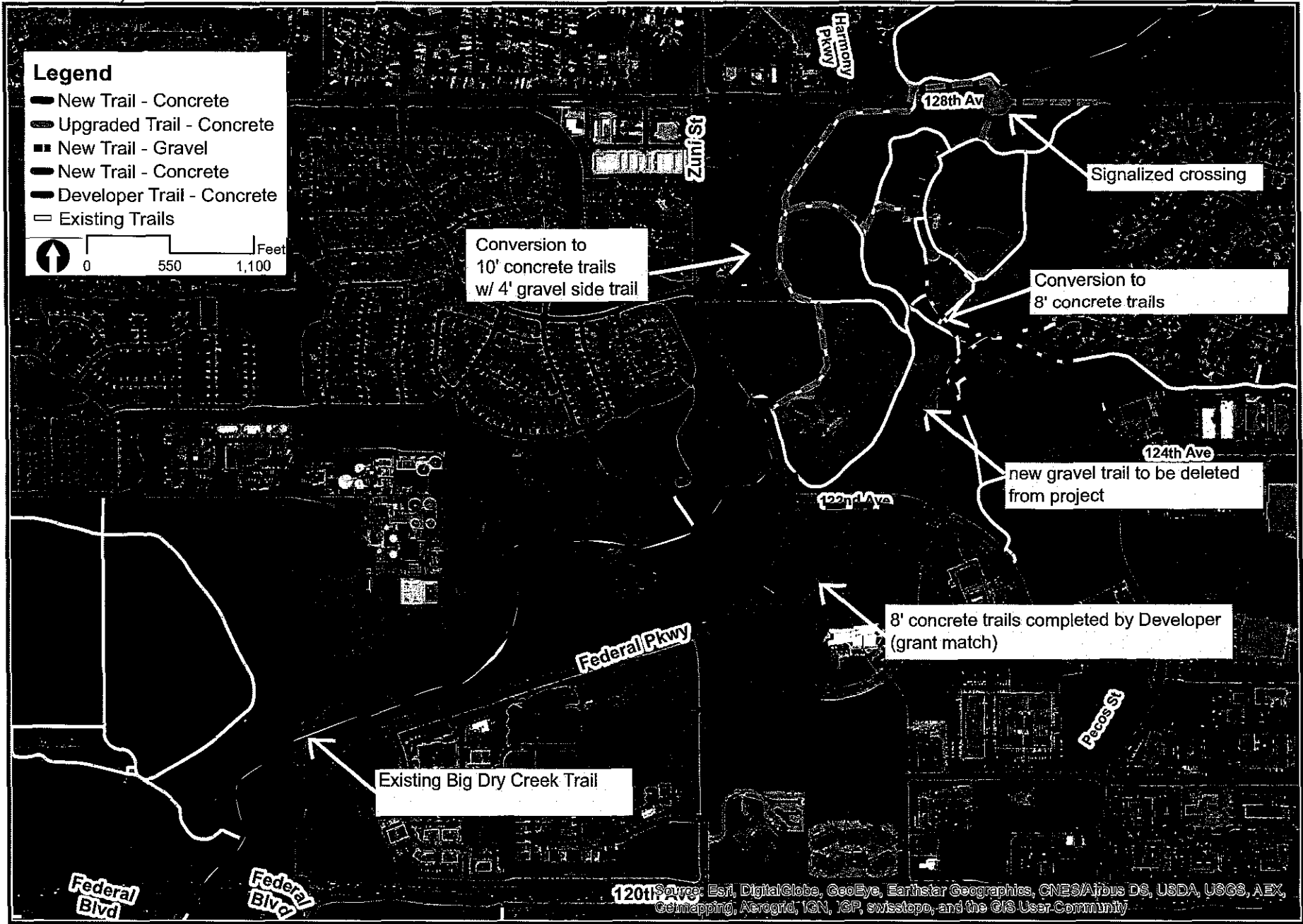
Prepared by:  Date: 8-3-2017

Print name: John M. Vann Title: Senior Landscape Architect

AUGUST 3, 2017

Longs View Trail Project

City of Westminster 



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community



Adams County Open Space Project Budget

Revised 12/2011

Date: August 31, 2017

Project Name: Big Dry Creek Signal and Trail Improvements

Amount Requested: \$1,400,000.00

% Total Project Costs: 65.7

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Construction Barrier fencing	\$1,190.27		\$309.73			\$1,500.00
Erosion and Sediment Control	\$29,360.09		\$7,639.91			\$37,000.00
Subgrade preparation for concrete trails	\$55,895.26		\$14,544.74			\$70,440.00
Excavation with respreading / compaction on-site	\$13,062.30		\$3,399.00			\$16,461.30
10' concrete trails with 4' gravel sidepath	\$883,491.80		\$229,897.20			\$1,113,389.00
8' concrete trails	\$197,109.33		\$51,290.67			\$248,400.00
ADA curb cuts / ramps at neighborhood connections	\$7,935.16		\$2,064.84			\$10,000.00



Adams County Open Space Project Budget

Revised 12/2011

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Wire span traffic signal and crossing, inc. electric	\$99,189.48		\$25,810.52			\$125,000.00
Trail signs - Big Dry Creek trailhead (in park)	\$5,951.37		\$1,548.63			\$7,500.00
Construct Open Space Fence	\$4,126.28		\$1,073.72			\$5,200.00
Concrete washout structures	\$4,761.09		\$1,238.91			\$6,000.00
Demolition of existing 8' wide concrete path	\$37,073.06		\$9,646.90			\$46,719.96
Native seeding and mulching	\$26,704.03		\$6,948.77			\$33,652.80
Professional Design Fees	\$34,150.48		\$8,886.46			\$43,036.94
LongsView Developer to Construct Trailhead, parking, and Concrete Trails within 8.5 acres of New Open Space (Park Development Fee)				\$364,728.00		\$364,728.00
Budget Total	\$1,400,000.00		\$364,300.00	\$364,728.00		\$2,129,028.00



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Grant Agreement between Colorado Department of Transportation – Division of Aeronautics (CDOT) & Adams County/Front Range Airport
FROM: Jeri Coin on behalf of Dave Ruppel, Airport Director
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the Chair's signature on the Grant Agreement that accepts CDOT's offer to pay 4.64 percent of the allowable costs in the amount of \$25,000 for AIP 41 to Rehabilitate Taxiway A7 (Phase I).

BACKGROUND:

Adams County submitted an FAA project application dated June 6, 2017, and amended on August 16, 2017 for a grant of Federal funds for a project at the Front Range Airport to rehabilitate Taxiway A7. The grant offer from FAA is for \$484,617, which includes \$34,617 above the original requested amount due to the higher bid expenses that the FAA had experienced this construction season. The state has offered to match 4.64% based on the original request which is \$25,000, and we will be responsible for a local match of \$28,846, for a total project cost of \$538,463; this offer was received and approved by the BOCC. Our local match covers the added grant funds. The state has already approved their portion of the local match, and this request is for approval of the State Grant offer for funds of \$25,000.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Doug Edelstein, Deputy County Attorney

ATTACHED DOCUMENTS:

1. Resolution
2. State Grant Agreement

FISCAL IMPACT:

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

Fund: 43

Cost Center: 4304

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5255		300,000.00
	5590		10,104.00
Additional Revenue not included in Current Budget:	5525		184,617.00
	5590		14,896.00
Total Revenues:			<u>509,617.00</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9136	43041703	333,333.00
Add'l Capital Expenditure not included in Current Budget:	9136		205,130.33
Total Expenditures:			<u>538,463.33</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

**RESOLUTION APPROVING GRANT AGREEMENT BETWEEN ADAMS COUNTY
AND THE COLORADO DEPARTMENT OF TRANSPORTATION, AERONAUTICAL
BOARD**

WHEREAS, C.R.S. § 43-10-101, et seq., (the Act”) declared a need to promote the safe operations and accessibility of general aviation in Colorado and found that improvements to general aviation transportation facilities will promote diversified economic development across the state and that accessibility to airport facilities for residents of Colorado is crucial in the event of a medical or other type of emergency; and,

WHEREAS, the Act created the Colorado Aeronautical Board (“Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program; and,

WHEREAS, entities operating public-accessible airports in the state may file an application for and be a recipient of a grant to be used solely for aviation purposes, with the Division authorized to assist such airports requesting assistance by means of a resolution passed by the applicant’s duly-authorized governing body and with the understanding that all grant funds shall be used exclusively for aviation purposes and in compliance with grant procedures and requirements set forth in the Division’s Aviation Grant Management Manual; and,

WHEREAS, Adams County owns and operates the Front Range Airport for such general aviation purposes stated in the Act; and,

WHEREAS, Adams County wishes to request assistance from the Board upon the terms and conditions of the attached Grant Agreement and the Manual.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that assistance is formally requested from the Colorado Aeronautical Board for improvements to Front Range Airport.

BE IT FURTHER RESOLVED that the attached Grant Agreement between Adams County and the Colorado Aeronautical Board is hereby approved and that funds from said Grant Agreement shall be solely used for aviation purposes as described in the Grant Agreement and Manual.

BE IT FURTHER RESOLVED that the Front Range Airport shall remain accessible and open to the public for the entire useful life of the grant funded improvements.

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

STATE OF COLORADO
Colorado Department of Transportation
Colorado Aeronautical Board
Division of Aeronautics
Grant Agreement
with the
ADAMS COUNTY GOVERNMENT

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1. PARTIES

This Grant Agreement ("Grant") is entered into by and between ADAMS COUNTY GOVERNMENT ("Grantee"), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division of Aeronautics ("State", "Division" or "CDOT").

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 ("Effective Date"). Except as provided in Section 7(B)(ii), 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.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109 and 43-10-102 and a sufficient unencumbered balance thereof 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

The purpose of this Grant is to promote aviation for the betterment of the Colorado Aviation System.

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 A**.

B. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6** and **§19**.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Colorado Discretionary Aviation Grant Program Application) ...and... **Exhibit B** (Resolution in accordance with the General Assembly of the State of Colorado declared in CRS §43-10-101).

D. Goods

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

E. Grant

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

F. Grant Funds

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

G. Local Funds

“Local Funds” provided by any city, county or other private entity to fund performance of the Work.

H. Manual

“Manual” refers to the Aviation Grant Management Manual as approved by the Colorado Aeronautical Board.

I. Party or Parties

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

J. Program

“Program” means the Colorado Discretionary Aviation grant program that provides the funding for this Grant.

K. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6, §19** and **Exhibit A**.

L. Services

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

M. Subgrantee

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

N. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and Exhibit A, including the performance of the Services and delivery of the Goods. The Work is further described in the plans and specifications for the project as approved by the Federal Aviation Administration (“FAA”) or the Division.

O. 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

A. Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **June 30, 2020** unless sooner terminated or further extended as specified elsewhere herein.

6. STATEMENT OF WORK / CONTRACT OBJECTIVE PLAN

A. Brief Project Description:

Element A: Participate in Federally Funded Taxiway A7 Rehabilitation.

B. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** and in the plans and specifications for the project as approved by the FAA or Division on or before June 30, 2020.

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.

C. 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. Grantee is subject to its local procurement standards. If none exist, Grantee is subject to the general procurement standards of the State.

D. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee’s or Subgrantees’ 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 and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is \$25,000.00 as determined by the State based on available funds.

The maximum amount payable under this Grant to Grantee by the State is 4.64% of the project cost not to exceed \$25,000.00 for Element A, as determined by the State from available funds in Fund 160, G/L

account #4512000010 & Vendor # 0002000055 & Partner # 5101786 (if applicable), and Org. # VDG15-033. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The State and Grantee shall participate in providing the Grant amount as follows:

State:	\$25,000.00
Local Funds:	\$28,847.00
Federal:	\$484,617.00

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State. Grant Funds remaining following the completion and approval of the Work or the termination/expiration of the Grant will be returned to the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

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 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 or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately 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, 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 person or entity other than the State.

v. Retroactive Payments

The State shall pay Grantee for costs or expenses incurred or performance by the Grantee prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Grantee. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or any Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit A**. This shall be used solely for aviation purposes as defined in CRS §43-10-102(3) and this Grant shall not be used for the subsidization of airlines. Misuse of Grant Funds, including subsidization for airlines, may result in immediate termination of this Grant for cause and forfeiture of any remaining Grant Funds.

D. Local Funds

Grantee shall provide Local Funds as provided in **Exhibit A**. Grantee shall have raised the full amount of Local Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request.

E. Payment Compliance

All Grant reimbursements shall comply with Title 49 Part 18 of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Additionally, Grantee shall only be reimbursed for costs allowable under 2 CFR Part 125, Appendix A.

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

State shall submit a report to the Grantee 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. In addition, Grantee shall comply with all reporting requirements, if any, set forth in the Manual.

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 CDOT.

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.

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 for a period of three years following termination of this Grant or final payment hereunder, whichever is later, 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 in equity 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, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101 *et seq.*

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to 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, Subgrantees, 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. To the extent permitted by law, the Grantee shall 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, Subgrantees, 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 Subgrantees 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 Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee'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 Subgrantees that are not "public entities".
- B. Grantee and Subgrantees**
- Grantee shall require each Grant with Subgrantees, 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 Subgrantee 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 contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.
 - iii. Automobile Liability**

Automobile Liability Insurance covering any auto (including owned, hired and 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 Insurance policy (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 Subgrantees 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 Subgrantees 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 Subgrantees 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 Subgrantee 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 subgrant, Grantee and each Subgrantee 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), provided however, that the State may terminate this Grant pursuant to §15(B) without a breach. 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 subcontracts 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 subgrants. 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 Grantee 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, in 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 Subgrantees 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:

Todd Green, Planning Specialist
Division of Aeronautics
5126 Front Range Pkwy.
Watkins, CO 80137
303.512.5256
todd.green@state.co.us

B. Grantee:

David E. Ruppel
ADAMS COUNTY GOVERNMENT
5200 Front Range Pkwy.
Watkins, CO, 80137
303.261.9103
druppel@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 property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. 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.

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 GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA 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 CDOT 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 Subgrantees 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 effect whatsoever, unless embodied herein.

F. Indemnification-General

To the extent permitted by law, Grantee shall 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, Subgrantees, 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 GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended. If Grantee is a "public entity" within the meaning of GIA, liability is controlled and limited by the provisions of the GIA.

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. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, 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 MODIFICATIONS 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.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. 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. Colorado Special Provisions,**
- ii. The provisions** of the main body of this Grant,
- iii. Exhibit A,** and
- iv. Exhibit B.**

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. CORA Disclosure

To the extent not prohibited by federal law, this Contract 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.

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21. COLORADO SPECIAL PROVISIONS

These 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 contractor 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 will 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 agreement, 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 Grant 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/CONFLICT OF 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 contract with an illegal alien who will perform work under this Grant and will 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 contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract 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 Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee does not stop employing or contracting 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

22. 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;">GRANTEE ADAMS COUNTY GOVERNMENT</p> <p>By: _____ Printed Name of Authorized Individual</p> <p>Title: _____ Printed Official Title of Authorized Individual</p> <p>By: _____ Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Transportation</p> <p>By _____ David R. Ulane, Aeronautics Division Director (For) Shailen P. Bhatt, Executive Director</p> <p>Signatory avers to the State Controller or delegate that, except as specified herein, Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if needed</p> <p>By: _____ Printed Name of Authorized Individual</p> <p>Title: _____ Printed Official Title of Authorized Individual</p> <p>By: _____ Signature</p> <p>Date: _____</p>	

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

<p>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>	
<p>STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p>	
<p>By: _____ Colorado Department of Transportation</p> <p>Date: _____</p>	

23. EXHIBIT A



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION		
APPLICANT SPONSOR: Adams County	AIRPORT: Front Range Airport	IDENTIFIER: FTG
PROJECT DIRECTOR: Bob Lewan		
MAILING ADDRESS: 5200 Front Range Parkway, Watkins, Co. 80137	EMAIL ADDRESS:	blewan@ftg-airport.com
	PHONE NUMBER:	(303) 261-9103

GRANT NAME AND TERMS		
17-FTG-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2020

FUNDING SUMMARY	
Funding Source	Funding Amount
State Aviation Grant:	\$25,000.00
Local Cash:	\$28,847.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$484,617.00
Total Project Funding:	\$538,464.00

BUDGET SUMMARY							
ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. Participate in Federally Funded Taxiway A7 Rehabilitation	\$25,000.00	4.64	\$28,847.00	5.36	\$484,617.00	90.00	\$538,464.00
TOTALS	\$25,000.00		\$28,847.00		\$484,617.00		\$538,464.00

24. EXHIBIT B

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures and requirements as defined in the Division's Aviation Grant Management Manual, revised 2009, ("the Manual").

NOW, THEREFORE, BE IT RESOLVED THAT:

The **ADAMS COUNTY GOVERNMENT**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **ADAMS COUNTY GOVERNMENT** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

Each airport-operating entity that applies for and accepts a grant that it thereby makes a **COMMITMENT** to keep the airport facility accessible to, and open to, the public during the entire useful life of the grant funded improvements/ equipment; or b) to reimburse the Division for any unexpired useful life of the improvements/ equipment, or a pro-rata basis.

By signing this grant agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement.

FURTHER BE IT RESOLVED:

That the **ADAMS COUNTY GOVERNMENT** hereby designates as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the grant contract and any amendments.

FURTHER:

The **ADAMS COUNTY GOVERNMENT** has appropriated or will appropriate or otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the grant contract.

FINALLY:

The **ADAMS COUNTY GOVERNMENT** hereby accepts all guidelines, procedures, standards and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the grant contract submitted by the State, including all terms and conditions contained therein.

for The Grantee

ATTEST



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Board and Commissions Appointments
FROM: Katie Burczek, Deputy Clerk to the Board
AGENCY/DEPARTMENT: Board of County Commissioners
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolutions for boards and commissions appointments.

BACKGROUND:

The Commissioners have discussed the following appointments to the Boards and Commissions.

Reid Rowe
Community Corrections Board
Term Expires January 31, 2020

Amy Clement
Workforce Development Board
Term Expires January 31, 2021

Jessie Hawthorn
Workforce Development Board
Term Expires January 31, 2021

Walter Pena
Workforce Development Board
Term Expires January 31, 2021

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING REID ROWE TO THE COMMUNITY CORRECTIONS
BOARD

WHEREAS, a vacancy currently exists for a member for the Community Corrections Board;
and,

WHEREAS, Reid Rowe has expressed an interest in serving on the Community Corrections
Board; and,

WHEREAS, the Board of County Commissioners selected Reid Rowe to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Reid Rowe shall be appointed as a member of the Community
Corrections Board for the term as listed below:

Reid Rowe

Term Expires
January 31, 2020



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Board and Commissions Appointments
FROM: Katie Burczek, Deputy Clerk to the Board
AGENCY/DEPARTMENT: Board of County Commissioners
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolutions for boards and commissions appointments.

BACKGROUND:

The Commissioners have discussed the following appointments to the Boards and Commissions.

Reid Rowe
Community Corrections Board
Term Expires January 31, 2020

Amy Clement
Workforce Development Board
Term Expires January 31, 2021

Jessie Hawthorn
Workforce Development Board
Term Expires January 31, 2021

Walter Pena
Workforce Development Board
Term Expires January 31, 2021

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

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Cost Center:

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Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING AMY CLEMENT TO THE WORKFORCE DEVELOPMENT
BOARD

WHEREAS, a vacancy currently exists for a member for the Workforce Development Board;
and,

WHEREAS, Amy Clement has expressed an interest in serving on the Workforce Development
Board; and,

WHEREAS, the Board of County Commissioners selected Amy Clement to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Amy Clement shall be appointed as a member of the Workforce
Development Board for the term as listed below:

Amy Clement

Term Expires
January 31, 2021



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Board and Commissions Appointments
FROM: Katie Burczek, Deputy Clerk to the Board
AGENCY/DEPARTMENT: Board of County Commissioners
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolutions for boards and commissions appointments.

BACKGROUND:

The Commissioners have discussed the following appointments to the Boards and Commissions.

Reid Rowe
Community Corrections Board
Term Expires January 31, 2020

Amy Clement
Workforce Development Board
Term Expires January 31, 2021

Jessie Hawthorn
Workforce Development Board
Term Expires January 31, 2021

Walter Pena
Workforce Development Board
Term Expires January 31, 2021

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING JESSIE HAWTHORN TO THE WORKFORCE
DEVELOPMENT BOARD

WHEREAS, a vacancy currently exists for a member for the Workforce Development Board;
and,

WHEREAS, Jessie Hawthorn has expressed an interest in serving on the Workforce
Development Board; and,

WHEREAS, the Board of County Commissioners selected Jessie Hawthorn to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Jessie Hawthorn shall be appointed as a member of the
Workforce Development Board for the term as listed below:

Jessie Hawthorn

Term Expires
January 31, 2021



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Board and Commissions Appointments
FROM: Katie Burczek, Deputy Clerk to the Board
AGENCY/DEPARTMENT: Board of County Commissioners
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolutions for boards and commissions appointments.

BACKGROUND:

The Commissioners have discussed the following appointments to the Boards and Commissions.

Reid Rowe
Community Corrections Board
Term Expires January 31, 2020

Amy Clement
Workforce Development Board
Term Expires January 31, 2021

Jessie Hawthorn
Workforce Development Board
Term Expires January 31, 2021

Walter Pena
Workforce Development Board
Term Expires January 31, 2021

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING WALTER PENA TO THE WORKFORCE DEVELOPMENT
BOARD

WHEREAS, a vacancy currently exists for a member for the Workforce Development Board;
and,

WHEREAS, Walter Pena has expressed an interest in serving on the Workforce Development
Board; and,

WHEREAS, the Board of County Commissioners selected Walter Pena to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Walter Pena shall be appointed as a member of the Workforce
Development Board for the term as listed below:

Walter Pena

Term Expires
January 31, 2021



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Open Space Sales Tax Policy and Procedure Update
FROM: Nathan Mosley, Director; Shannon McDowell and Renee Petersen
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON: October 24, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Policies and Procedures update as recommended by the Open Space Advisory Board.

BACKGROUND:

Late in 2016, Parks and Open Space staff met with agencies that routinely benefit from the Open Space Sales Tax. Staff took feedback on the grant program and asked questions to understand priorities of other agencies with respect to renewal of the Open Space Sales Tax. The topics that arose during the meetings were then included in an online survey, which was sent to Open Space Advisory Board members, all sales tax collecting entities in the county, and routine applicants to the Open Space Sales Tax grant program. The survey was intended to see which potential changes had synergy to move forward. The topics addressed in the survey fell into two categories: policy and procedure amendments and amendments requiring voter approval. Updates currently proposed can be addressed by modifying the Open Space Sales Tax Policies and Procedures.

In addition to the survey, staff adjusts the grant program as needs arise. We strive to be responsive to concerns and regularly adjust the grant process to improve the program, particularly around transparency and feedback from the Open Space Advisory Board to the applicants. The Policies and Procedures were last updated in 2014, and many of the process components from 2014 have been modified and should be updated. Proposed updates include:

- Modify grant cycle timing – Move application due date for fall cycle to the 4th Wednesday in July to allow staff to better support the Adams County Fair.
- Allow park and recreation districts to apply without a sponsor – This change would only apply to districts solely providing park and recreation services and will not apply to all metropolitan districts. Currently, this would allow only Hyland Hills Park and Recreation

District, Bennett Park and Recreation District, and Strasburg Park and Recreation District to apply without seeking sponsorship.

- Delete the project prioritization requirement – In the past, applicants were asked to prioritize their active and passive applications. In 2017, we eliminated this requirement as a matter of practice.
- Allow for all grants to be periodically reimbursed – This change will help to reduce the grant fund balance by reimbursing costs incurred on projects as they progress rather than only at completion.
- Reference the Code of Ethics – The Code of Ethics adopted by Adams County will be referred to, rather than being restated. This allows modifications to be made to the Code of Ethics without the need to update the Open Space Sales Tax Policies and Procedures.
- Minor edits – Several minor edits are proposed to align the document with current practices. These include:
 - Remove specific outreach effort references
 - Modify the department name
 - Be less specific on timing of the 30% Distribution payments
 - Remove requirement to pass yearly resolution authorizing Parks Director to approve minor property leases or sales (for lands acquired with OSST revenues)
 - Correct application references, scoring practices
 - Remove reference to the number of copies and format of grant agreements
 - Restate appendix references

The above changes were unanimously recommended for approval by the Open Space Advisory Board during their September 27th, 2017 meeting.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Open Space Advisory Board, applicants

ATTACHED DOCUMENTS:

Resolution
Redlined Policies and Procedures

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING AN AMENDMENT TO THE ADAMS COUNTY OPEN SPACE SALES TAX PROGRAM POLICIES AND PROCEDURES

WHEREAS, Adams County voters approved an Open Space Sales Tax on November 2, 1999 to be used in accordance with Resolution 99-1, which placed the Open Space Sales Tax on the ballot; and,

WHEREAS, Adams County voters authorized an increase in an existing countywide sales tax from one-fifth of one percent to one-fourth of one percent, and extended the sales tax through December 31, 2026, in accordance with Resolutions 99-1 and 2004-1; and,

WHEREAS, Resolution 99-1 specifies that officers and employees of the county are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of said Resolution 99-1; and,

WHEREAS, on December 3, 2007, the Board of County Commissioners adopted the Adams County Open Space Program Policies and Procedures, which set forth the process and policies governing the administration of the Open Space Sales Tax program; and,

WHEREAS, on June 24, 2013 and January 6, 2014, the Board of County Commissioners adopted amendments to the Adams County Open Space Program Policies and Procedures after input from the Adams County Open Space Advisory Board and applicants to the Open Space Grant Program; and,

WHEREAS, additional amendments are proposed to improve the process and provide greater flexibility for applicants; and,

WHEREAS, the Parks and Open Space Department staff reviewed the proposed changes with the Adams County Open Space Advisory Board and applicants to the Open Space Grant Program with none objecting; and,

WHEREAS, at a regular meeting held on September 27, 2017, the Adams County Open Space Advisory Board unanimously recommended that the Board of County Commissioners approve the proposed changes.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the amended Adams County Open Space Sales Tax Program Policies and Procedures, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved and adopted.

Adams County Open Space Program

Policies and Procedures



Newly Revised and Adopted

June 24, 2013

As Amended January 6, 2014 and November 14, 2017

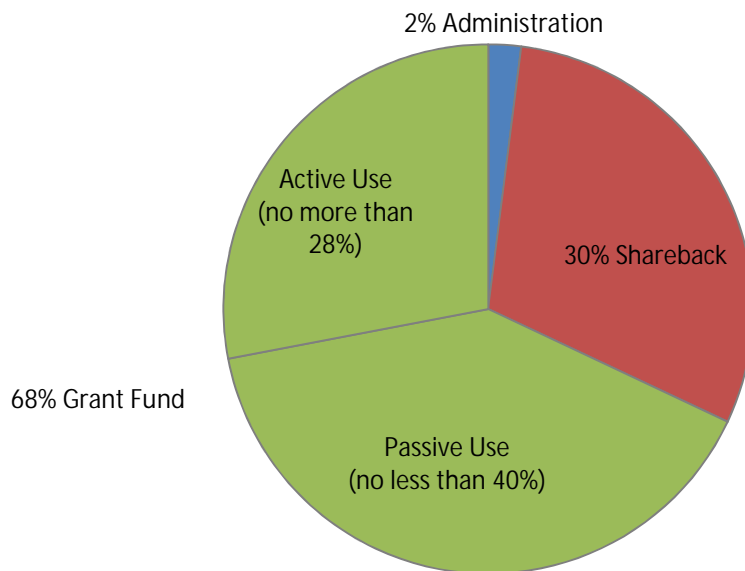
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Introduction

Adams County citizens passed an Open Space Tax on November 2, 1999, and reauthorized it on November 2, 2004, to be extended until December 31, 2026. The voter approved issue called for 68% of the proceeds from the tax to be distributed to eligible jurisdictions by a grant process. The Open Space "Tax Issue" also provides for 30% of the funds to be returned to the Cities and County based on a formula of where the tax is collected. Two percent may be used for administrative purposes. Adams County Open Space Sales Tax funds are subject to an annual independent audit.



This document is meant to provide a brief overview of each component of the Sales Tax program and provide specific guidance for use of 30% Shareback funds and the administration of the 68% Grant Fund.

2% Administration Fund

The 2% Administration Fund is the first set of funds removed from the Sales Tax revenues. These monies are used annually to fund the salaries and benefits of Open Space staff who administer the program. In addition, these funds are used for the day-to-day administration of the entire Sales Tax revenue. Major costs from this fund include public relations costs (such as promotional materials, attending local community days, and publishing an annual report), and all costs associated with coordinating two grant cycles per year. The budget for these funds is developed annually by Open Space staff and is approved by the Adams County Parks and Open Space Director, the Adams County Finance Department staff, and ultimately the Adams County Board of County Commissioners as part of the overall County budget.

Annual Report

An annual report describing projects funded with the open space funds will be made available to the residents of Adams County annually. The County will compile information based upon reporting they receive from each jurisdiction describing how 30% Shareback funds were used. The County will also compile a list of projects funded in the past year, including a brief description of each project and the amount of funding awarded.

Annual Audits

All expenditures of Open Space Sales Tax funds are subject to an annual audit. This includes projects awarded grant funds as well as funds disbursed from the 30% portion of the Sales Tax Fund.

30% Shareback Program

Purpose

The Shareback Program distributes a portion of Open Space Sales Tax revenues directly back to the taxing jurisdiction for use on either passive or active projects. The shareback is distributed as described in Section 8, b (iii) of Resolution 99-1 (Appendix A): "After payment of the administrative fee, thirty percent (30%) of the remaining Open Space Sales Tax collected shall be automatically returned to the cities, towns and unincorporated area of Adams County in the same proportion as is the ratio of Open Space Sales Tax collected within the city, town or unincorporated area to the total County sales tax collections, as computed from information provided by the Colorado Department of Revenue. This money may be used by the jurisdiction for either active or passive uses but shall not be used to augment existing parks and open space budgets".

Distributions of these funds are made twice yearly to all qualified jurisdictions. Payments are distributed as checks to the qualified jurisdiction, or in the case of Adams County, as an internal transfer of funds.

Eligible Expenses

Shareback funds received by the qualified jurisdiction may be used for passive or active uses. However, there are some limitations to use of the shareback funds:

- As stated in Resolution 99-1 (Appendix A), "no land or interests acquired with revenues of the Open Space Sales Tax may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on such land or interests be given, without the approval of such action by the Board [of County Commissioners]".
- Funds from the 30% distribution can be used to maintain active and passive projects previously funded through the Open Space Sales Tax, but may not otherwise augment existing budgets.

Annual Reporting

In approximately January of each year, Open Space staff will distribute an annual reporting form to qualified jurisdictions. The purpose of this form is to detail how each qualified jurisdiction allocated the previous year's 30% distribution. Forms from all qualified jurisdictions must be returned to Adams County Open Space staff prior to any spring distributions being processed. The information acquired through this process will be included in the annual report.

68% Grant Fund

Purpose

The 68% Grant Fund is a competitive grant process where parks and open space projects compete for limited funds available through the Sales Tax program. Applications are reviewed by the Open Space Advisory Board (OSAB), comprised of 7 volunteer members appointed by the BoCC. The OSAB makes funding recommendations to the BoCC based on funds available and project merits. All final funding decisions are made by the BoCC.

Available Funding

The funding available in each grant cycle is comprised of the grant fund share of Open Space Sales Tax revenues for the last six months of the previous year (Spring grant cycle) or the first six months of the year (Fall grant cycle), all interest earnings on Open Space Sales Tax revenues, any unallocated monies remaining from previous revenues, and monies returned to the fund due to projects coming in under budget or projects that were unable to be completed.

Funding is limited for each grant cycle. The OSAB can elect to recommend a project be funded in full, part, or may choose not to recommend funding for the project. The BoCC will review the recommendations of the OSAB and award in full, modify the amount, or deny grant funds to specific projects.

Applicants for projects or phases of projects that were not awarded Open Space Sales Tax funds in the full amount requested in the initial grant proposal are encouraged to reapply for up to two additional grant cycles following the initial submittal, in the event the applicant deems the project worthwhile of additional funding.

Grant Cycle Timeline

Grant cycles occur twice each year in February and July. Grant applications are generally due on the First of February, unless it falls on a weekend in which case applications are due the following Monday, and the fourth Wednesday in July,. For a more detailed grant cycle schedule, visit www.adcogov.org/openspace or contact Open Space staff.

Applicant Eligibility

Applicants must not have any unresolved compliance issues. The applicant must be in compliance on projects previously funded with Adams County Open Space Sales Tax Funds, including funds received from the 30% Open Space Sales Tax distributions. Compliance includes but is not limited to completion of projects as funded and provision of information when requested or due.

Qualified Jurisdictions

The Qualified Jurisdictions are defined as the sales tax collecting entities in the County and special districts that solely provide parks or recreational facilities or programs currently include: City of Arvada, City of Aurora, Town of Bennett, Bennett Park and Recreation District, City of Brighton, City of Commerce City, City of Federal Heights, Hyland Hills Park and Recreation District, City of Northglenn, Strasburg Parks and Recreation District, City of Thornton, City of Westminster, and Adams County. Qualified jurisdictions must have an adopted Parks and/or Open Space Plan. Metropolitan Districts that provide park and recreation services among other services shall not be considered park and recreation districts for the purposes of these policies and procedures.

Sponsored Organizations

Any organization, including, but not limited to Metropolitan Districts providing services in addition to parks and recreation, other governmental entities and non-profit organizations are eligible to apply, provided they are sponsored by a qualified jurisdiction. These organizations must receive sponsorship from one of the qualified jurisdictions, as evidenced by documentation from the sponsoring qualified jurisdiction indicating their sponsorship of and support for the project. These organizations should contact the most appropriate qualified jurisdiction well ahead of the grant application due date to allow for enough time to navigate that jurisdiction's process. If seeking sponsorship from Adams County, please contact Open Space staff at least 6 weeks ahead of the grant application due date for additional information. If a qualified jurisdiction agrees to sponsor an application, the sponsored application does not count against the qualified jurisdiction's allowed number of applications per grant cycle.

The role of the sponsoring qualified jurisdiction is flexible, but at minimum consists of providing approval for the requesting organization to apply for the program. A more significant relationship between sponsoring qualified jurisdiction and sponsored organization is encouraged, especially for organizations new to the Open Space program, but is not required. Any additional contact between the sponsoring qualified jurisdiction and sponsored organization is optional at the will of either party.

Eligible Projects

Staff will review the application and project for conformance with the voter-approved "Tax" and the Open Space Policy and Procedures.

Facilities, including but not limited to parks, sports fields, golf courses, and recreation centers, or land must be accessible to the public, inclusive of those with disabilities, except for land acquisitions and conservation easements for agricultural preservation and habitat preservation.

Eligible Project Types

The following is a list of eligible projects for the Adams County Open Space Sales Tax Grant Program. This list comes from Resolution 99-1 (Appendix A). If a prospective project is not directly related to one of these items, please contact Open Space staff for further discussion. Adams County Open Space Sales Tax funds in the grant program can be used for:

- Purchase, construction, maintenance of:
 - Horse, bike, running trails
 - Natural areas with limited development for fishing, hiking, walking, or biking
 - Wildlife preserves
 - Lakes for fishing with accessible walks, docks, picnic areas, and restrooms
 - Conservation easements on agricultural land
 - Environmental education programs
 - Lands and waterways as community buffers
 - River and stream corridor land
 - Unimproved flood plains
 - Wetlands
 - Preservation of cemeteries
 - Picnic facilities
- Acquisition of:
 - Fee title interest and less than fee title interest(s) in real property for open space, natural areas, wildlife habitat, agricultural and ranch lands, historical amenities, parks, and trails. Less than fee title interests include: easements (including conservation and agricultural), leases, options, future interests, covenants, development rights, subsurface rights and contractual rights, either on an exclusive or nonexclusive basis.
 - Water rights and water storage rights for use in connection with aforementioned purposes
 - Rights-of-way and easements for trails and access to public lands and to build and improve such trails and accessways
- Joint projects between counties and municipalities, recreation districts, or other governmental entities in the County
- To improve, protect, manage, patrol, and maintain:
 - Open space
 - Natural areas
 - Wildlife habitats
 - Agricultural and ranch lands
 - Historical amenities
 - Parks
 - Trails
- To pay for related acquisition, construction, equipment, operation, and maintenance costs
- To implement and effectuate the purposes of the Open Space Program
- Acquisition and maintenance of:
 - Lands with significant natural resource, scenic, and wildlife habitat values
 - Lands that are buffers maintaining community identity
 - Lands that are to be used for trails and/or wildlife migration routes

- Lands that will be preserved for agricultural or ranch purposes
- Lands for outdoor recreation purposes limited to passive recreational use, including but not limited to hiking, hunting, fishing, photography, nature studies, and if specifically designated, bicycling or horseback riding
- Lands with other important values such as scenic and historic sites that contribute to the County's and County municipalities' natural and cultural heritage
- Purchase, construction, equipping, and maintenance of:
 - Sports fields
 - Golf courses
 - Recreation centers
 - Lands for park purposes
 - Park and recreational improvements and facilities

In addition to eligible project types, the following list indicates Eligible Project Expenses. This list is meant to clarify eligible expenses, but is not a comprehensive list of eligible expenses. Please contact Open Space staff regarding expenses not otherwise included on this list. These items can appear in the project budget and be reimbursed for as a part of the project. They can be grant request, applicant/partner match, or in-kind contribution or any combination thereof. The following items are Eligible Project Expenses:

- Consultant costs for acquisition, planning, design, and/or construction of parks, trails, or open space (including natural areas, wildlife habitats, agricultural lands, ranch lands, and historical amenities)
- General volunteer time or Board member time (see Salary below)
- Organization fees including certification and accreditation fees (directly relating to project or program, or a requirement thereof)
- Training tuition for programs/certifications directly related to the project
- Staff time and expenses that are related to a specific project (see Salary below)
- Costs that directly relate to the planning activities (inventories, design, GIS/mapping, printing, etc)
- Existing operations and maintenance
- Public input costs (meeting rooms, mailings or other advertising, facilitation, surveys and web-based outreach)
- Acquisition of conservation easement or land for open space, park, or trail purposes:
 - Purchase price
 - Water rights
 - Mineral rights
 - Associated closing costs
 - Appraisal
 - Survey
 - Environmental assessment and cleanup
 - Baseline report
 - Mineral remoteness report, etc.
- Conservation easement stewardship endowments for passive use land acquisitions (see Conservation easement stewardship endowment below)
- Park amenities, including but not limited to:

- Athletic fields/courts
- Track and field facilities (including projects involving artificial turf)
- Playgrounds
- Swings
- Climbing structures
- Skateparks/rinks
- Swimming pools (indoor or outdoor)
- Splashpads
- Water slides
- Trails, including:
 - Bridges
 - Underpasses
 - Overpasses
- Construction and/or redevelopment of golf courses
- Development and/or redevelopment of environmental education facilities, outdoor classrooms, and natural areas intended for environmental education purposes
- Programmatic funding for environmental education
- Disc golf courses
- Whitewater parks
- Fishing piers and boat docks
- Sculptures and artwork in a park or open space, including memorials
- Outdoor amenities located at fairgrounds
- Concession stands and storage buildings located in a park or open space and used in association with activities conducted at the park or open space
- Indoor facilities, including:
 - Recreation centers
 - Buildings at fairgrounds
 - Nature Centers
- Infrastructure, including:
 - Irrigation
 - Drainage
 - Parking lot
 - Lighting
 - Utilities, etc.
- Amenities, including:
 - Restrooms
 - Drinking fountains
 - Benches
 - Landscaping
 - Picnic tables
 - Grills
 - Pavilions
 - Amphitheaters or outdoor performing arts centers when located in a park or open space
 - Signage
 - Fencing
 - Lighting

- Historical facilities when located in a park or open space, etc.
- Eligible work completed prior to application (see Prior Completed Work below)
 - Land acquisition and design work within three (3) years of application
 - All other eligible work within one (1) year of application
- Expenses associated with on-the-ground project management
- Printing and development of parks, trails and open space related publications
- Promotional items (all to include Open Space logo, see Open Space Signage and Logo Use policy)
- Indirect costs (see Indirect Costs below)
- Non-fixed assets, including:
 - Lawnmowers
 - Snow blowers
 - Gloves
 - Shovels
 - Rakes
 - Weed eaters
 - Staff uniforms
 - Wildlife cameras, etc.
- Costs associated with volunteer programs, including:
 - Food and drink
 - Training
 - Clothing
 - Appreciation items
- Donations of the items above can be counted as in-kind match

The following are ineligible project expenses and may not appear in any form on the project budget:

- Fundraising costs
- Any meeting costs not associated with the project
- Grant writing
- Events, publications, advertising, and/or similar event items for fundraising
- Amusement parks
- Recreational program costs, including:
 - Staffing
 - T-shirts or uniforms
 - Trophies
 - Medals, etc.

Salary

Salary is an eligible project expense if it is project and/or program specific. The salary being funded must be time-limited and for specific project-related job duties, not general job duties of the position. At the time of project completion, documentation of hours spent working on the project must be provided either through timesheets or other tracking mechanism. Please speak with Open Space staff for specific questions related to salary and the documentation required.

Conservation easement stewardship endowment

A conservation easement stewardship endowment is meant to be the principle investment into a dedicated fund for use by the easement Grantee for annual stewardship and monitoring costs. The amount of the endowment allowance is determined by multiple factors that have been agreed upon by the qualifying jurisdictions. To reflect the perpetual nature of these obligations, the amount allowed as part of a grant request may fluctuate over time to reflect current costs in staffing, etc. and current interest rates. Please contact Open Space staff regarding current conservation easement stewardship endowment practices and allowance.

Indirect Costs

Up to 10% of a project's direct costs may be requested as part of the grant request. Additional indirect costs can be included as part of the applicant match. The Open Space program strongly encourages applicants to request reasonable amounts of funding for indirect costs to ensure that the application is competitive.

Indirect costs include costs which are frequently referred to as overhead expenses (e.g., rent and utilities) and general and administrative expenses (e.g., officers' salaries, accounting department costs and personnel department costs).

Prior Completed Work

Acquisition of property and design work previously completed and related to a specific project are eligible expenses, as long as the work is completed within three years of the application date. All other expenses, as listed in the Eligible Project Expenses section, are eligible as long as the work is completed within one year of the application date. Individual expenses may be older than the deadline only if the final work is completed within the deadline timeframe. All previously incurred expenses will be expected to submit the same documentation at project closeout as work completed directly as a part of the grant project (including invoices and proof of payment).

Specific Requirements of Land Acquisitions

To meet the intent of Resolution 99-1 (Appendix A), land purchased with Open Space sales tax dollars with passive funds will be encumbered to perpetually protect the passive uses of the property. Primarily, this encumbrance will take the form of a conservation easement. In some instances, a conservation easement may not be the best tool for land preservation and a declaration of covenants, conditions and restrictions may be placed on the land in lieu of the conservation easement. These situations may include, but are not limited to: property where there is less than five acres of habitat or preservable land, sites where there are no easily identified conservation values, a redevelopment site or site where significant changes to the property are anticipated, or land purchased solely for use as a trail corridor. In all situations, it is at Open Space staff's sole discretion whether a conservation easement or declaration of covenants, conditions and restrictions will be used to protect the land's passive uses.

The negotiation, approval, and full execution of a conservation easement or a declaration of covenants, conditions and restrictions are required before such a project will be closed out. Additional information on project closeout can be found in subsequent sections. Land purchased using active funds will not be

required to have an encumbrance on the property. If the acquiring organization desires to place a conservation easement on a portion of a property purchased with active funds, please contact Open Space staff for additional information.

Applying to the Program

Application Types

- Passive Project applications are for uses defined in Resolution 99-1, Section C, (ii), see Glossary of Terms, page 17.
- Active Project applications are for uses defined in Resolution 99-1, Section C, (iii), see Glossary of Terms, page 17.
- Mini Grant applications are for uses defined in either of the above sections but are geared towards smaller scale projects. A project is determined to be a Mini-Grant if the total amount of the grant request does not exceed \$5,000. Funding for mini-grants is limited to \$50,000 per year. The Mini Grant is also limited to one application per applicant, per grant cycle. Mini Grants are subject to the same requirements as both the Active and Passive Grants.

Submission Requirements

Each qualified jurisdiction or sponsored organization applying to the Open Space Program may only submit up to three (3) grants per grant cycle, up to two (2) of which may be full project applications (i.e., not mini-grants). For sponsored organizations, each project in a single grant cycle must be sponsored by a different qualified jurisdiction. Each qualified jurisdiction may only sponsor one project per grant cycle from any given sponsored organization, but there is no limit on the total number of applications a qualified jurisdiction may sponsor in any grant cycle. Sponsored applications do not count against a qualified jurisdiction's allowed number of applications per grant cycle.

Applications must be made on the pertinent Application Form. See the current Application Form for the number of completed application and all attachments that are required for submittal. Mail or deliver application to: Adams County Parks & Open Space, 9755 Henderson Road, Brighton, Colorado 80601. Applications must arrive no later than 4:30 p.m. of the specified grant application deadline date. No material will be accepted after the deadline date with the exception of additional materials or documentation requested by the Open Space staff, the OSAB or the BoCC.

The primary contact person(s) identified in the Open Space Application will be used for all official correspondence for each submitted project, including all correspondence regarding project status reports and closeout information. Please contact Open Space staff as soon as it becomes necessary to change the primary contact person.

Matching Funds

All projects must leverage the funds being requested of the Open Space Grant Program. For passive applications, applicants must provide a minimum of 30% of the total project costs toward the project. For active applications, a minimum of 40% must be provided. Any additional funds brought toward the project will be considered favorably by the OSAB during their evaluation.

In-kind sources of funds, such as donations of goods or services or volunteer hours are acceptable forms of match. All donations of goods or services must be documented in the application with a letter from the donor describing the donation and its estimated value. The use of volunteer hours is acceptable. Applicants must estimate the number of volunteer hours anticipated for completion of the project and include in the project narrative a description of the work to be completed by those volunteers. Volunteer time should be valued at the standard rate for the state of Colorado as found at http://www.independentsector.org/volunteer_time. Please see the Glossary of Terms for additional information about what constitutes in-kind contributions.

Application Components Specific to Real Estate Transactions

For real estate transactions, applicants should obtain a qualified buyer's appraisal, see Glossary of Terms, page 17. When a qualified appraisal is not available at the time of application, applicants should provide additional information with their application verifying the purchase price they are estimating. Additional information can include, but is not limited to, recent purchases by the organization of similar land, comparable listings or sales in the area, and other information used by the applicant to determine the cost included in the application. A qualified appraisal will be required prior to project closeout, or prior to closing if funds are to be wired at the time of closing. When the applicant is seeking to buy property for a price that exceeds the qualified appraisal value, the OSAB will make recommendations on a case by case basis to the BoCC for final approval. If no appraisal was available to the OSAB and more is paid for the property than the appraised value, unless specifically requested by the grantee from the BoCC, no reimbursement will be made for a purchase price exceeding the appraised value. If the grantee wishes to be reimbursed for that additional amount, a request will be sent to the BoCC for approval prior to reimbursement.

Application Criteria and Scoring

OSAB will request presentations by applicants for all active and passive applications. Presentations for mini-grant applications are welcomed but not required. Presentations will not be scored and are for informational purposes only.

The OSAB will review projects and make funding recommendations to the BoCC based on criteria and information provided by the applicant in the Passive or Active Applications in the following categories:

- Grant Fund Use
- Project Funding
- Project Support
- Project Management and Applicant's Past Performance of Awarded Projects
- Project Location within Adams County

The OSAB utilizes standard score sheets while reviewing projects. Examples of the most recent score sheets can be requested from Open Space staff at any time. Each OSAB member ranks the projects based on their impressions of the project. Each project receives a unique ranking from each OSAB member. For example, if there are ten projects in a particular cycle, the OSAB members assign a one (1) to their highest priority project and a ten (10) to their least priority project. The rankings for each project are then totaled and projects are organized from highest ranking (lowest number of points) to lowest

ranking (highest number of points). The projects are then discussed by the OSAB in rank order and funding recommendations are made.

Note: Current scoring practice is described. This process may be changed as the OSAB changes and as projects change. Any changes to OSAB scoring of projects will be shared with applicants prior to the grant cycle in which the changes will be instituted.

After Grant Award

If a press release is issued, include the following statement:

“Funds were awarded from proceeds of the Adams County Open Space Sales Tax which was passed by Adams County voters in 1999, and reauthorized in November, 2004 to be extended until December 31, 2026.”

Grant Agreement

The BoCC will publically award the grants at a public hearing. At the public hearing, Open Space staff will distribute copies of the grant agreement to each successful applicant. Signed grant agreements are due back to Open Space staff within 45 days of the public hearing. Once they are received back, Open Space staff will have the agreements signed by the BoCC and will return one fully executed copy to the applicant in either electronic or paper form. The BoCC reserves the right to add specific conditions as part of the Grant Agreement and/or Conservation Easement. A revised budget sheet shall be requested if awarded funds differ from the original grant request.

Project Due Date

All projects must be completed within two years of the grant award date. All documentation necessary to close out the project must be submitted to Open Space staff or an extension must be requested by this date. If no documentation is received by Open Space staff by the project due date, this may result in non-compliance. Please see the Grant Non-compliance section below.

Project Extension Policy

Requests for extension must be received prior to the project due date, preferably one month prior to the project due date. A sample Extension Request form is included as Appendix B, but may be updated at any time. As such, Grantee should confirm with Open Space staff the correct form to submit for their request. Project extension requests may be approved for up to 6 months at a time by Open Space staff. Grantee should include in their request progress made to date on the project, barriers to completion of the project and plans to overcome said barriers, and a timeline for project completion. If, at Open Space staff's discretion, no significant progress towards completion has been made, the extension request may be denied.

If a request for an extension is denied, Grantee will be promptly notified by Open Space staff. Upon receiving this notification, the Grantee must notify Adams County Open Space in writing as to whether or not they will complete the project as originally funded. If the Grantee is unable to complete the project as originally funded, a termination of Grant Agreement will be executed by Adams County and

the Grantee will be required to deauthorize awarded funds or return all previously awarded funds for that project along with accrued interest and applicable market value adjustment within 30 days of receiving the Termination of Grant Agreement. Failure to respond to such a notification will result in an automatic de-authorization of the grant and may result in non-compliance. Please see Grant Non-compliance section below.

Project Modification Policy

If a change to an awarded project is anticipated, Grantee should contact Open Space staff to discuss the proposed change. At that time, Open Space staff will determine whether a formal project modification should be requested. Most change requests will likely fall into one of three categories: 1) minor material change, no request necessary; 2) more significant change to project described in the application, but no change to the budget, staff approval possible, and 3) significant change that impacts the intent of the project and/or the project budget, BoCC approval necessary. If there is any question of which category the request falls into, it will be elevated to the next level for approval.

If it is deemed necessary, the Grantee must submit a Modification Request form to Adams County Open Space staff. A sample Modification Request form is included as Appendix C, but may be updated at any time. As such, Grantee should confirm with Open Space staff the correct form to submit for their request.

If necessary, this information will be forwarded to the BoCC along with a full staff report for the BoCC's consideration. If the modification request is rejected and the project cannot be completed as originally approved, the Grantee may request deauthorization of the grant award and submit a new application for the revised project for consideration in future grant cycles.

Failure to notify Adams County Open Space staff of changes to an awarded project may result in non-compliance. Please see Grant Non-compliance section below.

Grant Non-compliance

A non-compliance issue may arise due to a failure to adhere to the project due date policy, extension policy, modification policy, or at Open Space staff's discretion. At such time that Open Space staff feels a non-compliance issue has arisen, staff will forward the information and a full staff summary to the BoCC. The BoCC will review the issue and determine what if any remedy will be required. Potential consequences of non-compliance include 1) deauthorization of the current grant award, with a request to repay any funds plus interest already disbursed for the award, 2) suspension of the Grantee from participating in the Open Space Grant program as an applicant, partner, or sponsor, or 3) any other consequence deemed appropriate by the BoCC.

Open Space Signage and Logo Use

An Adams County Open Space Sign provided or approved by Open Space staff will be posted in a prominent place at the project site once the project is completed. This does not apply to projects that will not have public access (i.e. conservation easement projects or planning projects). Signs provided by the County must remain up at the project site through the reporting period (i.e., 10 years). For acquisitions funded through the Open Space program, signs must remain up on the property through

the life of the sales tax. Open Space staff will periodically do audits of signs at project locations and will offer replacement signs when needed. Grantee may also ask for replacement signs at any time when a sign becomes damaged or otherwise in poor condition. Following the expiration of the Open Space Sales Tax, signs shall remain in place until damaged or otherwise in poor condition at which time the sign may be removed and not replaced.

If the Grantee wishes not to place a separate Adams County Open Space sign, but rather to use the logo as a part of new signage to be produced for the project, a high quality digital design file of the Adams County Open Space logo can be provided by Open Space staff. Use of the Adams County Open Space logo on other permanent signage must be approved by Open Space staff prior to final production of said signage. The program logo can also be provided for other uses via digital image files at the sole discretion of Open Space staff. Any additional usage of the program logo must be approved by Open Space staff.

Reimbursement and Closeout Process

Funds will be disbursed:

- Once the project has been both physically and contractually completed as funded, or at a specified periodic reimbursement date as described in the grant agreement (subject to documentation described below).
- The documentation requested in the reimbursement process has been received and verified by staff. Documentation should indicate that all work has been completed, invoiced, and paid on the project contract, including payment of retainage, as necessary.
- If the final product of a project is a document, including but not limited to a plan, design, or construction documents, those documents must be sent to Open Space staff for inclusion in the project file and for project closeout. In addition, if a document is being developed in association with a land purchase including but not limited to surveys, baseline assessments, or environmental analysis, those documents must be forwarded to Open Space staff for project closeout.

The amount of funds disbursed will correspond to the submitted project budget. The amount of disbursement will be adjusted as necessary to maintain the level of funding originally awarded and specified in the Grant Agreement. All reimbursements will be based on the award percentage of the total project costs, up to the full award amount. At no time will the amount of reimbursement, whether periodic or final, exceed the project expenditures when in-kind contributions are used as match. Unused grant funds will be returned to the grant fund. For example, if a project is under budget the leverage amount will be based on the final cost of the awarded project and the remaining award amount will be returned to the grant fund for future reallocation. Under no circumstances will the amount of funds reimbursed by Adams County Open Space Sales Tax increase over the awarded amount represented in the Grant Agreement. An increased percentage of project costs will only be allowed if approved by the BoCC in a modification requesting such a change (see Project Modification Policy, page 13).

In the case of periodic reimbursements, all procedures for reimbursement remain the same, see All Other Projects Reimbursement Process section below. The reimbursement will be for the awarded percentage for the project for that time period. Open Space staff will keep records of all periodic

reimbursements to ensure that the total never exceeds the maximum award stated in the grant agreement.

Failure to provide requested documents may result in non-compliance. All forms related to the closeout process can be found in Appendix D. Please contact Open Space staff for the most up-to-date files.

Land Acquisition/Conservation Easement Reimbursement Process

The awarded funds can be disbursed to the Grantee after closing or directly to the title company at the time of closing. The Grantee will need to provide Adams County Open Space with copies of the following documents to receive the grant award:

- Copies of All Easements/Encumbrances
- Final Contract
- Full Qualified Appraisal
- Preliminary Buyers Settlement Agreement
- Title Commitment

It is the applicant's responsibility to ensure that Open Space staff is kept informed of any changes to the date, time or location of the closing. Adams County Open Space must have the wiring instructions at least five (5) business days ahead of the scheduled closing to forward to the Adams County Treasurer's Office to set up the wire transfer. All other documents should be to Open Space staff a minimum of two (2) business days before closing to have funds wired to closing. After closing, copies of the following documents must be forwarded to the Open Space Office prior to the project being closed out:

- Grant Closeout Request Form
- Recorded Deeds specific to this transaction
- Signed Settlement Statement
- Title Policy
- Fully executed Conservation Easement must be on file with Open Space staff (for passive acquisitions)
- Associated invoices and checks
- Other applicable items

All Other Projects Reimbursement Process

For all other projects, to close out a project the applicant must submit to the Open Space Office copies of the following documentation:

- Grant Closeout Request Form
- Completed Grant Closeout Worksheet
- Copies of ALL invoices listed on Grant Closeout Worksheet
- Copies of cancelled checks (front and back) for all costs indicated on Grant Closeout Worksheet
OR
Signature of authorized Financial Officer on Grant Closeout Worksheet certifying all payments have been made

- Documentation for all in-kind donations (e.g., letter from donor stating value, invoice from business indicating value)

Reporting Following Closeout

As stated in Resolution 99-1, “no land or interests acquired with revenues of the Open Space Sales Tax may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on such land or interests be given, without the approval of such action by the Board [of County Commissioners]”.

At the 5- and 10-year anniversaries of project closeout, Open Space staff will send Grantee a reporting form for all projects closed out during that timeframe, not including planning projects or environmental education programs. This form will request basic information about all closed out projects specifically what, how and why anything has changed on the project. Grantee will include dated photos of the project for Open Space staff review. If in Open Space staff’s opinion, the intent of the original project has been changed, a full report will be forwarded to the BoCC. At that time, the BoCC will review the information and determine what, if any, action will be taken, including but not limited to the return of all grant funds plus interest.

Code of Ethics

The Code of Ethics applies to all employees and officials of Adams County, including the Open Space Advisory Board. The Code of Ethics can be found on the Adams County website: www.adcogov.org

Glossary of Terms

ACTIVE USE: Lands for park purposes and other recreational uses such as sports fields, golf courses and recreation centers. Park purposes shall be defined as the construction, equipping, acquisition and maintenance of park and recreational improvements and facilities for the use and benefit of the public. (Source: Resolution 99-1, Section C, item iii, Appendix A)

DEAUTHORIZATION OF FUNDS: In cases where funds are deauthorized (i.e., non-compliance, project completed under budget) remaining funds are returned to the grant fund for future allocation to projects. When funds have been paid, either for a completed project or for periodic reimbursements, and the BoCC requests those funds be returned to the grant fund, it is at the BoCC's discretion to also request payment of interest on those funds being returned.

IN-KIND SOURCES OF FUNDS: In-kind sources of funds are donations of time, services, or goods. At no time is the applicant paying for this contribution to the project, whether directly from the project proceeds or indirectly from other funding. These sources must be documented through timesheets, invoices, or other means for project closeout purposes.

PASSIVE USE: Passive uses shall include, but not be limited to the purchase, construction and maintenance of: horse, bike or running trails; natural areas with limited development for fishing, hiking, walking or biking; wildlife preserves; lakes for fishing with accessible walks, docks, picnic areas and restrooms; conservation easements on agricultural land; environmental education programs; lands and waterways as community buffers; river and stream corridor land; unimproved flood plains; wetlands; preservation of cemeteries; and picnic facilities. (Source: Resolution 99-1, Section C, item ii, Appendix A)

QUALIFIED APPRAISAL:

- commissioned by the purchaser, another project partner that does not have an ownership interest in the property being acquired, or jointly by the seller and the purchaser;
- prepared by an experienced independent appraiser and in accordance with the IRS definitions of a qualified appraisal and of highest and best use, as defined in Treas. Reg. 1.170A-13(c)(3); and
- based upon the sales comparison method, which determines the value of the subject property by comparing sale prices of comparative properties. Adjustments are made to the sale price of each comparative property to reflect the differences between the comparison property and the subject property.
- specific about the easement value of the property, and the value of the property before and after an easement is placed on it. Information about these values is necessary to determine ability to fund the project. (If funding is for a fee acquisition, only the full fee fair market value is needed; the before and after easement values are not required.)
- effective within one year prior to closing, the grantee will be required to have an appraiser update the appraisal.

QUALIFIED JURISDICTIONS: The qualified jurisdictions are defined as the taxing entities within the county and include, but are not limited to: City of Arvada, City of Aurora, Town of Bennett, City of Brighton, City of Commerce City, City of Federal Heights, City of Northglenn, City of Thornton, City of Westminster, and Adams County.

Appendix A

STATE OF COLORADO)
 COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton on WEDNESDAY the 6TH day of OCTOBER, 1999 there were present:

Ted L. Strickland _____	Chairman	C0600923
Elaine T. Valente _____	Commissioner	10/08/99 14:32:16
Martin J. Flaum _____	Commissioner	BK: 5917 PG: 0756-0769
Rita Connerly _____	County Attorney	0.00 DOC FEE ADAMS CO
Lucy Trujillo, Deputy _____	Clerk of the Board	CAROL SNYDER

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

RESOLUTION CORRECTING SCRIVENER'S ERROR IN RESOLUTION 99-1

WHEREAS, the Board of County Commissioners (Board) of Adams County, Colorado (County), adopted Resolution 99-1 on September 1, 1999; and,

WHEREAS, paragraph 7a contains an obvious scrivener or typographical error; and,

WHEREAS, the Board determines that the scrivener or typographical or typographical error, considered in context, is insubstantial; and,

WHEREAS, the Board, nonetheless, desires to correct the scrivener error contained within paragraph 7a of Resolution 99-1.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that Resolution 99-1, paragraph 7a be corrected to read as follows:

(a) *Imposition of Tax.* There is hereby imposed on all sales of tangible personal property at retail or the furnishing of services in the County as provided in Section 29-2-105(1)(d), Colorado Revised Statutes, as amended, a tax equal to one-fifth of one percent of the gross receipts (the "Sales Tax").

BE IT FURTHER RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Clerk of the Board make the above-referenced correction *nunc pro tunc* to September 1, 1999.

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

Strickland _____	Aye
Valente _____	Aye
Flaum _____	Aye
Commissioners	

STATE OF COLORADO)
 County of Adams)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 6TH day of OCTOBER, A.D. 1999.

County Clerk and ex-officio Clerk of the Board of County Commissioners
 Carol Snyder:

By Lucy Trujillo
 Deputy

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton on WEDNESDAY the 1ST day of SEPTEMBER, 1999 there were present:

Ted L. Strickland _____	Chairman
Elaine T. Valente _____	Commissioner
Martin J. Flaum _____	Commissioner
Rita Connerly _____	County Attorney
Sylvia Puebla, Deputy _____	Clerk of the Board

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

RESOLUTION 99-1

A RESOLUTION CALLING AN ELECTION ON NOVEMBER 2, 1999 TO AUTHORIZE THE IMPOSITION OF A ONE-FIFTH OF ONE PERCENT COUNTYWIDE SALES TAX FOR THE PURPOSE OF PRESERVING OPEN SPACE AND CREATING AND MAINTAINING PARKS AND RECREATION FACILITIES; SETTING THE BALLOT TITLE AND BALLOT QUESTION FOR THE ELECTION; AND, PROVIDING THE EFFECTIVE DATE OF SUCH RESOLUTION

WHEREAS, the Board of County Commissioners (the "Board") of Adams County, Colorado (the "County"), has determined that it is in the public interest and desirable to the residents of the County to preserve open space in order to limit sprawl, to preserve farmland, to protect wildlife areas, wetlands, rivers and streams, and for creating, improving and maintaining parks and recreational facilities; and,

WHEREAS, there are not sufficient funds in the treasury of the County and the Board does not anticipate that existing sources of revenue will be sufficient to generate the moneys necessary to preserve open space and create and maintain parks and recreational facilities; and,

WHEREAS, the County is authorized by law to impose a sales tax on the sale of tangible personal property at retail and the furnishing of services, subject to approval of the registered electors of the County; and,

WHEREAS, the Board has determined that it is in the interests of the residents of the County to impose a Countywide sales tax at the rate of one-fifth of one percent for the period beginning January 1, 2000 through December 31, 2006, the receipts from which shall be restricted in application to the Open Space Program; and,

WHEREAS, the Board has determined that a question regarding the imposition of a sales tax for the purposes enunciated herein should be submitted by the Board to the eligible electors of the County; and,

WHEREAS, the Board has determined to set the ballot title and ballot question for the issues to be submitted at the election called by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, STATE OF COLORADO:

1. An election shall be held on Tuesday, November 2, 1999, at which there shall be submitted to the eligible electors of the County one question authorizing the imposition of an additional one-fifth of one percent sales tax (the "Open Space Sales Tax") on all sales of tangible personal property at retail or the furnishing of services in the County as provided in Section 29-2-105(1)(d), Colorado Revised Statutes, as amended ("C.R.S."). The question to be submitted to the registered electors shall be as follows:

ISSUE _____

SHALL ADAMS COUNTY TAXES BE INCREASED \$5.5 MILLION, AND WHATEVER AMOUNTS ARE RAISED ANNUALLY THERAFTER, BY A COUNTYWIDE SALES TAX OF ONE FIFTH OF ONE PERCENT (20 CENTS ON A \$100 PURCHASE), EFFECTIVE JANUARY 1, 2000 AND AUTOMATICALLY EXPIRING AFTER 7 YEARS, WITH THE PROCEEDS TO BE USED SOLELY TO PRESERVE OPEN SPACE IN ORDER TO LIMIT SPRAWL, TO PRESERVE FARMLAND, TO PROTECT WILDLIFE AREAS, WETLANDS, RIVERS AND STREAMS, AND FOR CREATING, IMPROVING AND MAINTAINING PARKS AND RECREATION FACILITIES, IN ACCORDANCE WITH RESOLUTION 99-1, WITH ALL EXPENDITURES BASED ON RECOMMENDATIONS OF A CITIZEN ADVISORY COMMISSION AND SUBJECT TO AN ANNUAL INDEPENDENT AUDIT AND SHALL ALL REVENUES FROM SUCH TAX AND ANY EARNINGS THEREON, CONSTITUTE A VOTER APPROVED REVENUE CHANGE.

YES _____

NO _____

2. The election shall be conducted by the County Clerk and Recorder in accordance with the Uniform Election Code and other laws of the State of Colorado, including without limitation, the requirements of Article X, Section 20 of the Colorado Constitution (hereinafter "TABOR").
3. All acts required or permitted by the Uniform Election Code relevant to voting by early voters' ballots, absentee ballots and emergency absentee ballots shall be performed by the County Clerk and Recorder.
4. The County Clerk and Recorder shall cause a Notice of Election to be published in accordance with the laws of the State of Colorado, including but not limited to, the Uniform Election Code and TABOR.
5. Pursuant to Section 29-2-104(5), Colorado Revised Statutes, the County Clerk and Recorder is directed to publish the text of this Resolution four separate times, a week apart, in the official newspaper of the county and each city and incorporated town within the County.
6. No later than October 1, 1999, the County Clerk and Recorder shall mail the Notice of Election required by Article X, Section 20(3)(b) of the Colorado Constitution.
7. If a majority of the votes cast on the question of imposing the Open Space Sales Tax shall be in favor of such question, the Open Space Sales Tax shall be imposed and shall apply to all taxable transactions, unless exempt, occurring on or after January 1, 2000, and shall be collected and administered in accordance with this Resolution and the schedules set forth in the rules and regulations promulgated by the Colorado Department of Revenue.
 - (a) *Imposition of Tax.* There is hereby imposed on all sales of tangible personal property at retail or the furnishing of services in the County as provided in Section 29-2-105(1)(d), Colorado Revised Statutes, as amended, a tax equal to one-half of one percent of the gross receipts (the "Sales Tax").
 - (b) *Transactions Subject to the Sales Tax.*
 - (i) The tangible personal property and services taxable hereunder shall be the same as the tangible personal property and services taxable pursuant to Section 39-26-104, C.R.S., and shall be subject to the same exemptions as those specified in Section 39-26-114, C.R.S., including specifically the exemption provided by Section 39-26-114(11), C.R.S., for purchases of machinery or machine tools; the exemption provided by Section 39-26-114(1)(a)(XXI), C.R.S., for the sales and purchases of electricity, coal, wood, gas (including natural, manufactured and liquefied petroleum gas), fuel oil or coke sold, but not for resale, to occupants of residences, whether owned, leased or rented by said occupants, for the purpose of operating residential fixtures and appliances which provide light, heat and power for such residences; the exemption provided by Section 39-26-114(1)(a)(XX), C.R.S.,

for the sales of food (as defined in Section 39-26-102(4.5), C.R.S.); the exemption for occasional sales by a charitable organization as set forth in Section 39-26-114(18), C.R.S.; and, the exemption for sales and purchases of farm equipment under lease or contract specified in Section 39-26-114(20), C.R.S.

- (ii) The Sales Tax shall not be imposed on the sale of construction and building materials if such materials are picked up by the purchaser and if the purchaser of such materials presents to the retailer a building permit or other acceptable documentation that a local use tax has been paid or is required to be paid on the value thereof.
 - (iii) The Sales Tax shall not be imposed on the sale of personal property on which a specific ownership tax has been paid or is payable if: (I) the purchaser is a nonresident of, or has its principal place of business outside the County, and (II) such personal property is registered or required to be registered outside the limits of the County under the laws of the State of Colorado.
 - (iv) The Sales Tax shall not be imposed on the sale of tangible personal property at retail or the furnishing of services if the transaction has been previously subjected to a sales or use tax lawfully imposed on the purchaser or user by another statutory or home rule county equal to or in excess of the amount imposed by Section 7(a) hereof. A credit shall be granted against the Sales Tax payable with respect to such transaction equal in amount to the lawfully imposed sales or use tax previously paid by the purchaser or user to such other statutory or home rule county, provided that such credit shall not exceed the amount of the Sales Tax imposed by Section 7(a) hereof.
- (c) *Determination of Place at Which Sales are Consummated.* For the purpose of this Resolution, all retail sales shall be considered consummated at the place of business of the retailer, unless the tangible personal property sold is delivered by the retailer or his agent to a destination outside the County or to a common carrier for delivery to a destination outside the limits of the County. The gross taxable sales shall include delivery charges, when such charges are subject to the state sales and use tax imposed by Article 26 of Title 39, C.R.S., regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the County, or has more than one place of business, the place or places at which the retail sales are consummated for the purpose of this Sales Tax shall be determined by the provisions of Article 26 of Title 39, C.R.S., and by the rules and regulations promulgated by the Colorado Department of Revenue. The amount subject to the Sales Tax shall not include the amount of any state sales and use tax imposed by Title 39, Article 26, C.R.S.
- (d) *Collection, Administration and Enforcement.* The collection, administration and enforcement of the Sales Tax shall be performed by the Executive Director of the Colorado Department of Revenue (the "Executive Director") in the same manner as the collection, administration and enforcement of the Colorado state sales tax. The provisions of Article 26 of Title 39, C.R.S. and all rules and regulations promulgated thereunder by the Executive Director shall govern the collection, administration and enforcement of the Sales Tax.
- (e) *Vendor Fee.* No vendor fee shall be permitted or withheld with respect to the collection and remittance of the Sales Tax.
- (f) *Application of Section 29-2-108, C.R.S.* The imposition of the Sales Tax will result in the 7% limitation on the total sales tax imposed by the State of Colorado, any county and city or town in any locality in the State of Colorado as provided in Section 29-2-108, C.R.S. being exceeded. Such notwithstanding, the rate of Sales Tax does not exceed the rate permitted to be imposed by the County pursuant to Section 29-2-108, C.R.S.

8. Distribution of Sales Tax Revenue. The proceeds from the collection of the Open Space Sales Tax shall be administered in the following manner:

- (a) *Open Space Advisory Board.* An Open Space Advisory Board shall be appointed by the Board of County Commissioners within ninety (90) days following approval of the election question.
 - (i) The Open Space Advisory Board shall consist of seven members, four of whom shall be residents of unincorporated Adams County and three of whom shall be residents of cities or towns located in Adams County.
 - (ii) Members shall serve four-year terms of office, except the initial term of two members from the unincorporated area of Adams County and two members from cities and towns shall be six years. Members may be re-appointed to successive terms.
 - (iii) Members shall serve at the pleasure of the Board.
 - (iv) The Board of County Commissioners shall develop a system to rotate the jurisdictions represented on the Open Space Advisory Board in a systematic fashion.
 - (v) Members shall not be compensated for their services, but may be reimbursed for reasonable expenses actually incurred in the performance of their duties in accordance with this Resolution and County policy.
 - (vi) Members shall act in accordance with law, including Colorado conflict of interest law applicable to public bodies. No member shall vote or participate in the application process regarding an acquisition or expenditure in which he or she has a financial or ownership interest, or where he or she has an ownership interest in adjacent property.
 - (vii) The Open Space Advisory Board will meet quarterly, beginning in the first quarter of 2000, or as necessary to review proposed projects. All meetings shall be held in accordance with the Open Meetings Law.
 - (viii) The Open Space Advisory Board will make recommendations to the Board of County Commissioners regarding the distribution of proceeds from the collection of the Open Space Sales Tax, substantially in accordance with the guidelines set forth in this Resolution.
- (b) *Deposit and Expenditure of Revenue.*
 - (i) The County shall establish an Open Space Fund within which all revenues and expenditures from the Open Space Sales Tax shall be accounted for.
 - (ii) Two percent (2%) of the Open Space Sales Tax collected shall be used by the Open Space Advisory Board for administrative purposes, i.e. consultants, studies, site reviews, etc.
 - (iii) After payment of the administrative fee, thirty percent (30%) of the remaining Open Space Sales Tax collected shall be automatically returned to the cities, towns and unincorporated area of Adams County in the same proportion as is the ratio of Open Space Sales Tax collected within the city, town or unincorporated area to the total County sales tax collections, as computed from information provided by the Colorado Department of Revenue. This money may be used by the jurisdiction for either active or passive uses but shall not be used to augment existing parks and open space budgets.
 - (iv) After payment of the administrative expenses and distribution of the thirty percent, moneys remaining in the Open Space Fund shall be used as directed by the Board of County Commissioners, substantially in accordance with the following guidelines:

- (1) Grant applications may be submitted to the Open Space Advisory Board by those jurisdictions having an approved open space and/or recreation plan.
- (2) The Open Space Advisory Board shall review the application and make recommendations to the Board of County Commissioners regarding approval or denial of the application. Fund distributions may be attributable to both active and passive open space uses, so long as:
 - (a) no less than forty percent (40%) shall be expended for passive open space uses, to include the purchase, construction and maintenance of: horse, bike or running trails; natural areas with limited development for fishing, hiking, walking or biking; wildlife preserves; lakes for fishing with accessible walks, docks, picnic areas and restrooms; conservation easements on agricultural land; environmental education programs; lands and waterways as community buffers; river and stream corridor land; unimproved flood plains; wetlands; preservation of cemeteries; and picnic facilities.
 - (b) no more than twenty eight percent (28%) shall be expended for active uses, to include the purchase, construction, equipping and maintenance of: sports fields, golf courses, and recreation centers.
- (v) Any funds received from the disposition of assets acquired or constructed with revenues for the Open Space Sales Tax shall be used in accordance with the above guidelines.

C. *Authorized Projects and Uses of Funds.*

- (i) Revenues collected from the Open Space Sales Tax may be used in the following manner:
 - (A) To acquire fee title interest in real property for open space, natural areas, wildlife habitat, agricultural and ranch lands, historical amenities, parks and trails;
 - (B) To acquire less than fee interests in real property such as easements (including conservation and agricultural), leases, options, future interests, covenants, development rights, subsurface rights and contractual rights, either on an exclusive or nonexclusive basis, for open space, natural areas, wildlife habitat, agricultural and ranch lands, historical amenities, parks and trails purposes;
 - (C) To acquire water rights and water storage rights for use in connection with the aforementioned purposes;
 - (D) To acquire rights-of-way and easements for trails and access to public lands, and to build and improve such trails and accessways;
 - (E) To allow expenditure of funds for joint projects between counties and municipalities, recreation districts, or other governmental entities in the County;
 - (F) To improve and protect open space, natural areas, wildlife habitats, agricultural and ranch lands, historical amenities, parks and trails;
 - (G) To manage, patrol and maintain open space, natural areas, wildlife habitats, agricultural and ranch lands, historical amenities, parks and trails;

- (H) To pay for related acquisition, construction, equipment, operation and maintenance costs;
 - (I) To implement and effectuate the purposes of the Open Space Program.
- (ii) Passive open space lands may be acquired and maintained and may include:
- (A) Lands with significant natural resource, scenic and wildlife habitat values;
 - (B) Lands that are buffers maintaining community identity;
 - (C) Lands that are to be used for trails and/or wildlife migration routes;
 - (D) Lands that will be preserved for agricultural or ranch purposes;
 - (E) Lands for outdoor recreation purposes limited to passive recreational use, including but not limited to hiking, hunting, fishing, photography, nature studies, and if specifically designated, bicycling or horseback riding;
 - (F) Lands with other important values such as scenic and historic sites that contribute to the County's and County municipalities' natural and cultural heritage.
- (iii) Active open space lands may include lands for park purposes and other recreational uses such as sports fields, golf courses and recreation centers. Park purposes shall be defined as the construction, equipping, acquisition and maintenance of park and recreational improvements and facilities for the use and benefit of the public.
- (iv) No land or interests acquired with the revenues of the Open Space Sales Tax may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on such land or interests be given, without the approval of such action by the Board.
9. If a majority of the votes cast on the question of imposing the Open Space Sales Tax shall be in favor of such question, the County Clerk and Recorder is hereby directed to provide a notice of adoption of this Resolution, together with a certified copy of this Resolution, to the Executive Director of the Colorado Department of Revenue at least forty-five (45) days prior to January 1, 2000.
10. This Resolution shall serve to set the ballot title and the ballot question for the question set forth herein and the ballot title for such question shall be the text of the question itself.
11. The officers and employees of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.
12. The rate of the Open Space Sales Tax and the deposit of revenues collected for the Open Space Sales Tax as set forth in this Resolution shall not be amended, altered or otherwise changed unless first submitted to a vote of the registered electors of the County for their approval or rejection. Other provisions of this Resolution may be amended as necessary to effectuate the purposes of this Resolution by resolution adopted by the Board of County Commissioners in accordance with law.
13. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board and the officers and employees of the County and directed toward holding the election for the purposes stated herein are hereby ratified, approved and confirmed.
14. All prior acts, orders or resolutions, or parts thereof, by the County in conflict with this resolution are hereby repealed, except that this repealer shall not be

construed to revive any act, order or resolution, or part thereof, heretofore repealed.

15. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.
16. The cost of the election shall be paid from the County's general fund.
17. This Resolution shall take effect immediately upon its passage.

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

Strickland	_____	Aye
Valente	_____	Aye
Flaum	_____	Aye
Commissioners		

STATE OF COLORADO)
County of Adams)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 1st day of SEPTEMBER, A.D. 1999.

County Clerk and ex-officio Clerk of the Board of County
Commissioners
Carol Snyder:

By *Sylvia Spuehl* Deputy



Appendix B



Adams County Open Space Extension Request Form

Revised 9/2017

Date of Request:	
Grantee Name:	
Project Name:	
Contact Person:	
Phone Number:	
Email:	

Original Project Due Date:	Requested Due Date: (No longer than 6 months)
Please explain in detail the reason(s) for extending this project. Include information regarding progress made to date, items remaining to be completed and estimated timeline for completing all work.	

Attach the following:

- Copy of original timeline submitted with grant application
- Revised timeline
- Evidence of progress (Photos of project or in narrative above)

Prepared by:	_____	Date:	_____
Print name:	_____	Title:	_____

Appendix C



Adams County Open Space Modification Request Form

Revised 9/2017

Date of Request:	
Grantee Name:	
Project Name:	
Contact Person:	
Phone Number:	
Email:	
Project Due Date:	

Previously Submitted Leverage Summary:	Proposed Revision to Leverage Summary:
Grant Total:	Grant Total:
Total Project Costs:	Total Project Costs:
% of Funding Requested:	% of Funding Requested:

Please provide a description of the changes to the project as well as an explanation for the changes. Please provide specific details.

Attach the following:

- Copy of original budget submitted with grant application
- Revised budget
- Copy of original timeline submitted with grant application
- Revised timeline
- Evidence of progress (Photos of project or in narrative above)

Prepared by:	_____	Date:	_____
Print name:	_____	Title:	_____

Appendix D



Adams County Open Space Grant Closeout Request Form

Revised 9/2017

Project Name:	
Contact Person:	
Phone Number:	
Email:	
Reimbursement Request:	
For land acquisitions only:	
Has money already been wired to closing? <input type="radio"/> Yes <input type="radio"/> No	
Are additional funds being requested to closeout the project? <input type="radio"/> Yes <input type="radio"/> No	

Please review the appropriate project closeout checklist. Submit all documentation described on the checklist to:

Adams County Parks and Open Space
Attn: Renee Petersen or Shannon McDowell
9755 Henderson Rd.
Brighton, CO 80601

If you have questions or need assistance please contact Renee Petersen at 303.637.8072 or rpetersen@adcogov.org or Shannon McDowell at 303.637.8039 or smcdowell@adcogov.org.

I certify that all required documentation is attached or has been sent to Adams County Open Space to close out this project.

Prepared by:		Date:	
Print name:		Title:	



Adams County Open Space Grant Closeout Checklist

Revised 9/2017

Project Name:

Contact Person:

Use this checklist when closing out **ALL** projects, except land acquisitions. Provide copies of all documentation described below and this checklist to Open Space staff to begin the closeout process.

Please submit the following:

- Grant Closeout Request Form
- Completed Grant Closeout Worksheet
- Copies of **ALL** invoices listed on Grant Closeout Worksheet
- Copies of cancelled checks for all costs indicated on Grant Closeout Worksheet

OR

- Signature of authorized Financial Officer on Grant Closeout Worksheet certifying all payments have been made
- Documentation for all in-kind donations (e.g., letter from donor stating value, invoice from business indicating value)



Adams County Open Space Grant Closeout Checklist - Land Acquisition

Revised 9/2017

Project Name: _____

Contact Person: _____

Use this checklist when closing out land acquisitions. Use page 1 when funds are to be wired to closing. Use page 2 if being reimbursed after closing. Provide copies of all documentation described below and this checklist to Open Space staff to begin the closeout process.

For money to be wired directly to closing, please submit the following:

- All Easements/Encumbrances
- Final Contract
- Preliminary Buyers/Sellers Settlement Statement
- Title Commitment
- Qualified Appraisal

Following closing when money has already been wired, submit the following additional documentation to closeout the project:

- Grant Closeout Request Form
- Final Title Policy
- Recorded Deeds specific to this transaction
- Signed Settlement Statement
- A fully executed Conservation Easement must be on record with Open Space staff (for passive acquisitions)

If additional funds are being requested at the time of closeout, submit the following:

- Completed Grant Closeout Worksheet
 - Copies of all invoices for additional expenses requested for the acquisition (e.g., survey, Phase I Environmental Report)
 - Copies of cancelled checks for additional costs indicated on Grant Closeout Worksheet
- OR
- Signature of authorized Financial Officer on Grant Closeout Worksheet certifying all payments have been made
 - Copies of all reports or documents (e.g., Baseline, Phase I Environmental) for which additional funds are being requested.
 - Documentation for all in-kind donations (e.g., letter from donor stating value, invoice from business indicating value)



Adams County Open Space Grant Closeout Checklist - Land Acquisition

Revised 9/2017

Project Name:

Contact Person:

Please submit the following documentation to closeout the project if no funds have previously been received:

- Grant Closeout Request Form
 - Completed Grant Closeout Worksheet
 - All Easements/Encumbrances
 - Final Title Policy
 - Qualified Appraisal
 - Final Contract
 - Recorded Deeds specific to this transaction
 - Signed Settlement Statement
 - A fully executed Conservation Easement must be on record with Open Space staff (for passive acquisitions)
 - Copies of all invoices for any additional expenses requested for the acquisition (e.g., survey, Phase I Environmental Report)
 - Copies of cancelled checks for additional costs indicated on Grant Closeout Worksheet
- OR**
- Signature of authorized Financial Officer on Grant Closeout Worksheet certifying all payments have been made
 - Copies of all reports or documents (e.g., Baseline, Phase I Environmental) for which additional funds are being requested.
 - Documentation for all in-kind donations (e.g., letter from donor stating value, invoice from business indicating value)



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Resolution approving right-of-way agreement between Adams County and Welby Business Park LLC, for property necessary for the York Street Improvements Project - York Street from East 78 th Avenue to Highway 224
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements for street improvements along York Street from East 78th Avenue to Highway 224 that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and Welby Business Park 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.

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561701	\$200.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$200.00</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 WELBY BUSINESS PARK LLC, FOR PROPERTY NECESSARY FOR THE
YORK STREET IMPROVEMENTS PROJECT –
YORK STREET FROM EAST 78TH AVENUE TO HIGHWAY 224**

Resolution 2017-

WHEREAS, Adams County is in the process of acquiring right-of-way and a temporary construction easement along York Street for the York Street Improvements Project - York Street from East 78th Avenue to Highway 224; and,

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

WHEREAS, this fee parcel dedication is located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Welby Business Park LLC (“Parcel 31”); and,

WHEREAS, Adams County requires ownership of Parcel 31 for construction of the street improvements; and,

WHEREAS, Welby Business Park LLC, is willing to sell Parcel 31 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 Welby Business Park 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 **Welby Business Park LLC** whose address is **1480 E 73rd 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 **7645 York Street, Denver, Colorado 80229**, hereinafter (the “Property”) for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224 (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **TWO HUNDRED AND NO/100’S DOLLARS (\$200.00)** 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 **November 14, 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: Paul Yantorno

Printed Name: C. PAUL YANTORNO

Title: Manager

Approved:

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

Chair

Date

Approved as to Form:

County Attorney



Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 31 RIGHT-OF-WAY DEDICATION

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

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID NE1/4 TO BEAR N00°12'30"E, THENCE N04°48'07"W, 687.02 FEET TO THE WESTERLY LINE OF YORK STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N45°04'02"W, 14.07 FEET TO THE SOUTHERLY LINE OF EAST 77TH AVENUE; THENCE N89°39'15"E, 10.00 FEET ALONG SAID SOUTHERLY LINE OF EAST 77TH AVENUE TO SAID WESTERLY LINE OF YORK STREET; THENCE S00°12'30"W, 10.00 FEET ALONG SAID WESTERLY LINE OF YORK STREET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.001 ACRES OR 50 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 31 R.O.W. DEDICATION

77TH AVENUE AREA= 50 SQ.FT.
±0.001 ACRES

(RW-31)

N89°39'15"E 10.00'

S00°12'30"W 10.00'

TRUE POINT OF BEGINNING

N45°04'02"W 14.07'

(31)

CLC LAKE PLAZA LLC

N04°48'07"W
S00°06'45"E
YORK STREET

BASIS OF BEARINGS
N00°12'30"E
EAST LINE OF THE NE1/4
SEC. 35

POINT OF COMMENCEMENT
E1/4 COR. SEC 35



SCALE 1" = 30'

NOTES

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

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

Drexel, Barrell & Co. Engineers/Surveyors

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

BOULDER, COLORADO (303) 442-4338

COLORADO SPRINGS, COLORADO (719) 280-0887

GREELEY, COLORADO (970) 351-0645



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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Authorization to Execute HOME Covenant Riders for Greenleaf Apartments and Baker School Apartments, and any similar riders for HOME projects
FROM: Kristin Sullivan, Community and Economic Development Director
AGENCY/DEPARTMENT: Community Development and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Authorize Chair to sign HOME covenant riders regarding repayment ranking for two affordable housing projects, Greenleaf Apartments and Baker School Apartments, and any similar riders required for HOME projects.

BACKGROUND:

The Board of County Commissioners awarded HOME funds for the Greenleaf Apartments (Greenleaf) and Baker School Apartments (Baker) affordable housing projects. On June 7, 2016 and July 11, 2017, the Board of County Commissioners authorized the Chair to execute the contracts for Greenleaf and Baker, respectively. The lenders for Greenleaf and Baker are requiring covenant riders concerning repayment ranking in the event the projects are foreclosed upon.

ACCD is requesting the Board to authorize the Chair to execute the covenant riders for the Greenleaf Apartments and Baker School apartments' projects.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Community and Economic Development

ATTACHED DOCUMENTS:

Resolution
HUD Rider to Restrictive Covenants (Adams County) HOME for Baker School Apartments
Subordination of Beneficiary and Rent Use covenant (Adams County) for Greenleaf Apartments

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
CONVENANT RIDERS FOR ACTIVITIES APPROVED WITHIN ADAMS COUNTY'S
2015, 2016, AND 2017 ANNUAL ACTION PLANS

Resolution 2017-

WHEREAS, Adams County annually receives HOME funds through the US Department of Housing and Urban Development (HUD); and,

WHEREAS, the Board of County Commissioners awarded HOME funds for the Greenleaf Apartments (Greenleaf) and Baker School Apartments (Baker) affordable housing projects; and,

WHEREAS, on June 7, 2016 and July 11, 2017, the Board of County Commissioners authorized the Chair to execute the contracts for Greenleaf and Baker, respectively; and,

WHEREAS, the lenders for Greenleaf and Baker are requiring the County to subordinate it's affordability covenant via the attached covenant riders.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached covenant riders for Baker School Apartments and Greenleaf Apartments are approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute the above mentioned Riders after approval as to form by the County Attorney's Office.

HUD Rider To Restrictive Covenants (Adams County HOME)

This RIDER TO RESTRICTIVE COVENANTS is made as of October __, 2017, by Baker School Holdings LLLP (“Borrower”) and Adams County, Colorado (“Agency”), and is attached to and made a part of that certain Rental and Occupancy Covenant (the “Restrictive Covenants”).

WHEREAS, Borrower has obtained a loan from Wells Fargo Bank, N.A. (“Lender”) for the benefit of the project known as Baker School Apartments (“Project”), which loan is secured by a Deed of Trust (“Security Instrument”) dated as of October __, 2017 and recorded in the office of the Clerk and Recorder of Adams County, Colorado (“Records”) on October __, 2017 as Document Number _____, and is insured by the United States Department of Housing and Urban Development (“HUD”);

WHEREAS, Borrower has also received a loan from West 64th Investments LLC (HOME Lender”) funded by a grant of HOME funds granted to HOME Lender from the Agency. Agency is requiring certain restrictions set forth in the Restrictive Covenants, which are to be recorded against the Project. The Project is located on the property more particularly described in Exhibit A attached hereto;

WHEREAS, HUD requires as a condition of its insuring Lender’s financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

“Lender” means Wells Fargo Bank, N.A., its successors and assigns.

“Mortgage Loan” means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

“Mortgage Loan Documents” means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

“National Housing Act” means the National Housing Act of 1934, as amended.

“Program Obligations” has the meaning set forth in the Security Instrument.

“Residual Receipts” has the meaning specified in the HUD Regulatory Agreement.

“Security Instrument” means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), to the extent applicable, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Agency’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In accordance with 26 U.S.C. 42(h)(6)(E)(i)(1), in the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate, with the exception of the requirements of 26 U.S.C. 42(h)(6)(E)(ii) above, to the extent applicable, or as otherwise approved by HUD.

(e) Borrower and the Agency acknowledge that Borrower’s failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) Except for the Agency’s reporting requirement, in enforcing the Restrictive Covenants the Agency will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit

- entity; or
- iv. A HUD-approved collateral assignment of any HAP contract.

(g) For so long as the Mortgage Loan is outstanding, Borrower and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Agency may require the Borrower to indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

(i) Notwithstanding anything to the contrary contained herein, it is not the intent of any of the parties hereto to cause a recapture of the Low Income Housing Tax Credits or any portion thereof related to any potential conflicts between the HUD Requirements and the Restrictive Covenants. Borrower represents and warrants that to the best of Borrower's knowledge the HUD Requirements impose no requirements which may be inconsistent with full compliance with the Restrictive Covenants. The acknowledged purpose of the HUD Requirements is to articulate requirements imposed by HUD, consistent with its governing statutes, and the acknowledged purpose of the Restrictive Covenants is to articulate requirements imposed by Section 42 of the Code. In the event an apparent conflict between the HUD Requirements and the Restrictive Covenant arises, the parties and HUD will work in good faith to determine which federally imposed requirement is controlling. It is the primary responsibility of the Borrower, with advice of counsel, to determine that it will be able to comply with the HUD Requirements and its obligations under the Restrictive Covenants. No action shall be taken in accordance with the rights granted herein to preserve the tax exemption of the interest on the notes or bonds, or prohibiting the owner from taking any action that might jeopardize the tax-exemption, except in strict accord with Program Obligations.

BORROWER:

AGENCY:

BAKER SCHOOL HOLDINGS LLLP

ADAMS COUNTY, COLORADO

By: West 64th Investments, LLC,
General Partner

By: _____
Name: Joseph A. DelZotto
Title: Manager

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of October, 2017, by Joseph A. DelZotto, as manager of West 64th Investments LLC, General Partner of Baker School Holdings LLLP, a Colorado limited liability limited partnership.

Witness my hand and official seal.

My commission expires _____

Notary Public

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of October, 2017, by _____, as _____ of Adams County, Colorado.

Witness my hand and official seal.

My commission expires _____

Notary Public

Exhibit A

Legal Description

PARCEL I:

COMMENCING at the Southwest corner of Section Five (5) in Township Three (3) South, Range Sixty Eight (68) West of the Sixth Principal Meridian, County of Adams, State of Colorado; thence running North one hundred and sixty (160) feet; thence East one hundred and thirty six (136) feet; thence South one hundred and sixty (160) feet; thence West one hundred and thirty six (136) feet to the PLACE OF BEGINNING, County of Adams, State of Colorado

EXCEPTING therefrom any portion lying within West 64th Street and Lowell Street; AND EXCEPTING therefrom that portion conveyed to the County of Adams State of Colorado in Warranty Deed recorded November 1, 1988 in Book 3505 at Page 412, County of Adams, State of Colorado

PARCEL II:

Tracts 28 and 29,
North Lowell Heights Addition,
County of Adams,
State of Colorado

PARCEL III:

Tract 30,
North Lowell Heights Addition,
County of Adams,
State of Colorado

EXCEPT the South 150 feet of the West 82 feet thereof.
FURTHER EXCEPTING therefrom all that portion conveyed to Adams County, a political body, by Resolution and Deed recorded March 20, 1973 in Book 1852 at Page 82, Adams County, Colorado records.

PARCEL IV:

Commencing at the southwest corner of Section five (5) in Township three (3) South, Range sixty-eight (68) West of the 6th P.M., County of Adams, State of Colorado; thence running North one hundred and sixty (160) feet; thence East one hundred and thirty six

(136) feet; thence South one and sixty (160) feet; thence West one hundred and thirty six (136) feet to the place of beginning, County of Adams, State of Colorado.
Excepting therefrom that portion conveyed to the County of Adams, State of Colorado in Warranty Deed recorded November 1, 1988 in Book 3505 at Page 42, County of Adams, State of Colorado.

PARCEL V:

The South 150 feet of the West 82 feet of Tract 30,
North Lowell Heights Addition,
County of Adams, State of Colorado

After Recording Return To:
Polsinelli PC
Attn: Y. Melinda Pasquini
1401 Lawrence Street, Suite 2300
Denver, Colorado 80202

**SUBORDINATION OF BENEFICIARY AND RENT USE COVENANT
(ADAMS COUNTY)**

THIS SUBORDINATION OF BENEFICIARY AND RENT USE COVENANT (this "**Agreement**"), is dated as of _____, 2017, by GREENLEAF – VILLA VERDE LLLP a Colorado limited liability limited partnership, as successor in interest to ARCHWAY HOUSING & SERVICES, INC. ("**Owner**") and ADAMS COUNTY, COLORADO (the "**Grantor**") and CITYWIDE BANKS, a Colorado corporation, whose address is _____ (the "**Senior Lender**").

RECITALS:

A. Owner's predecessor received certain Home Investment Partnership Program funds (the "**Funds**") given by Grantor to the Owner's predecessor, to be used for rehabilitation of a project known as Greenleaf Apartments located at 1571 Beeler Street in Aurora, Colorado and more specifically described as set forth on Exhibit A attached hereto and made a part hereof by this reference (the "**Property**"); and

B. In connection with the Funds, Owner executed a Beneficiary and Rent Use Covenant dated June 9th, 2016 (the "**Covenant**"), which was recorded on June 10th, 2016 with the Recorder of the County of Adams, Colorado (the "**Records**"), at Reception No. 2016000045566, which contains certain rental and occupancy limitations and other restrictions; and

C. Owner has executed, or is about to execute, a Promissory Note payable to the Senior Lender in the original principal amount of \$3,100,000.00 with interest and upon the terms and conditions described therein (the "**Senior Note**") evidencing a loan from the Senior Lender to the Owner (the "**Senior Loan**") which is to be secured by a Deed of Trust executed by Owner and recorded in the Records on _____, 201__ at Reception No. _____, and encumbering the Owner's interest in the Property (the "**Senior Deed of Trust**"), which together with other documents and agreements related to the Senior Loan are collectively referred to herein as the "**Senior Loan Documents**";

D. It is a condition precedent to obtaining the Senior Loan that the Senior Deed of Trust shall unconditionally be and remain at all times a lien or charge upon Owner's property prior and superior to the lien or charge of any other lien or encumbrance.

E. It is to the mutual benefit of all parties to this Agreement that the Senior Lender make the Senior Loan to Owner; and

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Senior Lender to make the Senior Loan to Owner, it is hereby declared, understood and agreed as follows:

1. The lien or charge of the Covenant and all of Grantor's rights thereunder, and all other documents executed in connection with the Funds issued to the Owner, shall be in all respects subordinate, secondary, inferior and junior to the lien of the Senior Deed of Trust and the other Senior Loan Documents and all extensions, renewals or modifications thereof.

2. All disbursements of loan proceeds and other advances made by the Senior Lender, pursuant to the Senior Note, the Senior Deed of Trust, and other Senior Loan Documents shall be conclusively presumed to have been disbursed in accordance therewith and for the purposes therein provided.

3. The Senior Lender, or any person or entity acting upon the directions of the Senior Lender, as its attorney-in-fact, may insert information in this Agreement regarding the date and recording of the Senior Deed of Trust.

4. Upon the occurrence of a default by the Owner under the terms of the Covenant, or any other document executed in connection with the Funds issued to the Owner, Grantor shall provide written notice to the Senior Lender no less than sixty (60) days prior to commencing the exercise of any remedies against the Owner and/or the Property.

5. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6. This Agreement contains the entire agreement among the parties hereto.

7. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

8. This Agreement is made and executed under, and in all respects will be governed and construed by, the laws of the State of Colorado.

9. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY BLANK
- SIGNATURE PAGES TO FOLLOW -

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written.

GRANTOR:

ADAMS COUNTY, COLORADO

By: _____

Print Name: _____

Title: _____

STATE OF COLORADO)
) ss.
_____ COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by _____ as _____ of _____.

Witness my hand and official seal.

(S E A L)

Notary Public

My commission expires: _____

OWNER:

GREENLEAF – VILLA VERDE LLLP,
a Colorado limited liability limited partnership

By: _____

Print Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____,
201__, by Joyce Alms Ransford as Executive Director of Archway Housing & Services, Inc., a
Colorado nonprofit corporation, the sole member of Archway Investment Corporation, Inc., a
Colorado nonprofit corporation, as General Partner of Greenleaf – Villa Verde LLLP, a Colorado
limited liability limited partnership.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

Notary Public

SENIOR LENDER:

CITYWIDE BANKS,
a Colorado corporation

By: _____

Print Name: _____

Title: _____

STATE OF COLORADO)
) ss.
_____ COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by _____ as _____ of _____.

Witness my hand and official seal.

(S E A L)

Notary Public

My commission

EXHIBIT A

LEGAL DESCRIPTION

LOTS 34 TO 46, INCLUSIVE, BLOCK 30, AURORA, EXCEPT THE REAR 8 FEET OF SAID LOTS, COUNTY OF ADAMS, STATE OF COLORADO.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Authorization to Execute Amendment 2 to the 2016 Community Development Block Grant (CDBG) Berkeley Neighborhood ADA Sidewalks and Ramps Contract
FROM: Kristin Sullivan, Community and Economic Development Director
AGENCY/DEPARTMENT: Community Development and Economic Development
HEARD AT STUDY SESSION ON: March 8, 2016 and approved on April 26, 2016 during Public Hearing
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Authorize Chair to sign Amendment 2 to the 2016 CDBG Berkeley Neighborhood ADA Sidewalks and Ramps contract funded through the US Department of Housing and Urban Development (HUD) to extend the end date to June 30, 2018.

BACKGROUND:

The County annually receives CDBG funding through HUD. On April 27, 2016, the Board of County Commissioners approved the County’s 2016 Annual Action Plan designating the 2016 CDBG Activities to be funded with 2016 CDBG funds. On August 2, 2016, the CDBG contracts were executed for the approved activities.

In December 2016, Adams County Community Development (ACCD) formally requested HUD to move the County’s CDBG program year from March 1-February 28 to July 1-June 30. By moving the program year, it allowed more time during more seasonal months for projects to be completed. HUD accepted the request on December 15, 2016.

Due to the program year change, the 2016 CDBG contracts were first amended in March 2017, extending their respective project deadlines through to December 31, 2017. Due to unforeseen delays, the Adams County Transportation Berkeley ADA Sidewalks and Ramps activity requires additional time beyond the current amended contract end date to complete the project

ACCD is requesting the Board to authorize the Chair to execute the Amendment 2, to extend the contract date to June 30, 2018, after County Attorney’s Office approval.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community Development and Economic Development

ATTACHED DOCUMENTS:

Resolution
2016 CDBG Contract Amendment 2

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONTRACT AMENDMENT 2 TO CONTRACT FUNDED
WITH COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) FOR ADAMS COUNTY
TRANSPORTATION BERKELEY ADA SIDEWALKS AND RAMPS

Resolution 2017-

WHEREAS, Adams County annually receives CDBG funds through the US Department of Housing and Urban Development (HUD); and,

WHEREAS, on April 27, 2016, the Board of County Commissioners approved the County's 2016 Annual Action Plan designating activities to be funded with CDBG funds; and,

WHEREAS, on August 2, 2016, the Board of County Commissioners authorized the Chair to execute the Adams County Transportation Berkeley ADA Sidewalks and Ramps CDBG activity; and,

WHEREAS, due to unforeseen project constraints the contract must be extended through June 30, 2018.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Contract Amendment 2 for Adams County Transportation Berkeley ADA Sidewalks and Ramps CDBG activity is approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Amendment 2 after approval as to form by the County Attorney's Office.

BE IT FURTHER RESOLVED, that the Director of the Community and Economic Development Department and the Community Development and Long Range Planning Manager are hereby authorized to sign necessary non-contractual documents to carry out the ongoing activities of the Community Development Block Grant programs consistent with the awards set forth herein.

Adams County Community Development

CONTRACT AMENDMENT 2 AND CHANGE ORDER APPROVAL

2016 ADAMS COUNTY CDBG FUNDING

Section 1. General Information

Project Name			Date
Berkeley Neighborhood ADA Sidewalks and Ramps, Adams County Transportation Department			11/14/2017
Agency			
Adams County Transportation Department, 4430 South Adams County Parkway, Brighton, CO 80601			
Contact	Phone	Email	Fax
Jeffery Maxwell	(720) 523-6817	jmaxwell@adcogov.org	
Project Manager	Phone	Email	Fax
Anna Sparks	(720) 523-6859	asparks@adcogov.org	

Section 2. Affected Areas

Check all that apply.			
<input type="checkbox"/> Project Start Date	<input checked="" type="checkbox"/> Project End Date	<input type="checkbox"/> Contract Amount	<input type="checkbox"/> Project Costs
<input type="checkbox"/> Project Scope	<input type="checkbox"/> Technology	<input type="checkbox"/> Major Deliverables/ Outcomes	<input type="checkbox"/> Roles/Responsibilities
An approved Change Control Request MUST accompany this form. If there are changes in the contract amount or contract completion date, at a minimum, REVISE: <ul style="list-style-type: none">• Project Plan• Project Schedule			

Section 3. Change Summary

Currently Recorded Dates/Costs				Requested Revisions to Dates/Costs			
Start Date	End Date	Contract Amount (2016)	Project Cost	Start Date	End Date	Contract Amount (2016)	Project Cost
3/1/2016	12/31/2017	\$475,000	ADA Sidewalks and Ramps	3/1/2016	6/30/2018	\$475,000	ADA Sidewalks and Ramps

Section 4. Project Budget Transfer (If Applicable)

Pgm Yr	Project Name	ACT #	Increase	Decrease	Balance
TOTAL					

Section 5. Justification Summary

Due to unforeseen program constraints, an amendment to the 2016 CDBG Adams County Transportation contract must be made. Delays have caused the need for additional time beyond the agreement period, December 31, 2017, as amended, and shall be extended to end on June 30, 2018. The agreement's original term was March 1, 2016 to February 28, 2017.

ATTEST:

ADAMS COUNTY

BY:

BY:

ADAMS COUNTY, CO

CHAIR

DATE:

APPROVED AS TO FORM:

BY:

COUNTY ATTORNEY'S OFFICE

ATTEST:

ADAMS COUNTY TRANSPORTATION DEPT.

BY:

BY:

DATE:

APPROVED AS TO FORM:

BY:

COUNTY ATTORNEY'S OFFICE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 11/14/17
SUBJECT: 2018 Agreement with The Link
FROM: Marc Osborne
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the 2018 agreement for the provision and funding of Juvenile Assessment Services by The Link.

BACKGROUND:

The attached IGA is to provide funding for Juvenile Assessment Services in 2018.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolution, IGA

FISCAL IMPACT:

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

Fund: 1 – General

Cost Center: 2017

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		117,809
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>117,809</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 APPROVING THE 2018 INTERGOVERNMENTAL AGREEMENT FOR
THE PROVISION AND FUNDING OF JUVENILE ASSESSMENT SERVICES BY THE
LINK

Resolution 2017-

WHEREAS, The Link provides assessment and referrals to community resources and services to Adams County children between the ages of eight and seventeen; and,

WHEREAS, by means of an attached Intergovernmental Agreement (IGA), each participating local government in Adams County provides a share of funding to The Link based on each local government's pro rata share of the current six-year historical average for juvenile transports from its jurisdiction compared to the total for all participating jurisdictions.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the 2018 Intergovernmental Agreement for the Provision and Funding of Juvenile Assessment Services by The Link, a copy of which is attached hereto, be and hereby is approved.

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

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION AND FUNDING OF
JUVENILE ASSESSMENT SERVICES
BY THE LINK**

THIS INTERGOVERNMENTAL AGREEMENT (hereafter "IGA") is made and entered into by and between Adams County, a political subdivision of the state of Colorado represented by and through the Adams County Sheriff's Office "Sheriff", the city of Commerce City, a Colorado municipal corporation ("Commerce City"), the City of Brighton, a Colorado municipal corporation ("Brighton"), the city of Broomfield ("Broomfield"), a Colorado municipal corporation, the City of Northglenn, a Colorado municipal corporation ("Northglenn"), the City of Thornton, a Colorado municipal corporation ("Thornton"), the city of Westminster, a Colorado municipal corporation "Westminster", and The Link, A Community Assessment and Resource Center and Colorado non-profit corporation ("The Link"). The municipal corporations and the Sheriff identified herein will be referred to as "Participating Jurisdictions" and collectively as "Parties" and each individually as "Party."

WITNESSETH:

WHEREAS, Part 2 of Article I of Title 29, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with one another to provide any function, service, or facility lawfully authorized by each of the contracting governments; and

WHEREAS, The Link has operated and initially served Adams County and the cities located within Adams County since its inception in October 1999, and Broomfield City and County since their addition to the 17th Judicial District, seeks an intergovernmental agreement between itself and the identified Participating Jurisdictions it serves to establish joint funding obligations to enable The Link to continue to provide service to its Participating Jurisdictions; and

WHEREAS, the Parties collectively desire to enter into this IGA to provide funding for The Link and thereby ensure that The Link can continue to provide its services to juveniles and their parents.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, the receipt and sufficiency of which are hereby confessed, it is understood and agreed as follows:

I. GENERAL PROVISIONS

- A. The Link is committed to maintaining a centralized location for the provision of assessment, mediation and intervention services for juveniles and their families who are referred to The Link from the Participating Jurisdictions; and, agrees to provide the services, as identified herein, for the Parties that are represented in this IGA.
- B. The Link shall currently continue and maintain its operation at 8461 Delaware Street, Thornton, Colorado 80260, and will provide services to the Parties from this location. Nothing herein intends to restrict The Link from moving to another location within the 17th Judicial District for practical and economical purposes. The Link will operate pursuant to the direction of a Board

of Directors ("Board") as established by The Link's by-laws and management will be by an administrative director.

- C. The Participating Jurisdictions hereby agree to allocate and commit funds for the 2018 operating year to be provided to The Link in accordance with the terms of this IGA.
- D. The Participating Jurisdictions may also, throughout the term of this IGA, agree, without restriction or limitation, to provide in kind contributions to The Link to assist The Link in providing services to and for the benefit of all member participants that are a Party to this IGA.

II. SERVICES PROVIDED

- A. General Service. The Parties hereto agree that The Link shall have authority over the operation of its programs and facilities which are provided for the use and benefit of the Parties to this IGA and their constituents. The Parties hereby agree that funding of The Link, by the Parties hereto, for such services shall be as provided in this IGA.
- B. Specific Services. The Link shall be authorized to provide the services identified below to children who are between the ages of 8 years of age and 17 years of age ("Juvenile"). The principle purposes and powers of The Link are to:
 - 1. Provide a centralized location for the assessment of youth and referral to community resources and other intervention programs and services for Juveniles and their families who are referred to The Link by the Participating Jurisdictions.
 - 2. Conduct complete assessments of the needs of Juveniles and their families which may include, but is not limited to, screening for violence potential and self-destructive tendencies, abuse, neglect and future criminal behavior, risk and treatment need factors.
 - 3. Make prompt referrals of Juveniles and their families to appropriate community services and agencies based on needs assessment and any and all other pertinent information.
 - 4. Provide crisis and mediation intervention for Juveniles and their families referred by the Participating Jurisdictions and the Juvenile's family. The Link shall utilize a case management process to evaluate the progress of the intervention. Case management shall include developing case plans addressing issues identified in the assessment, and supervising the accomplishment of the case plan, and preparing applicable pre-sentencing and status reports for municipal courts. The Link agrees to provide up to a maximum of eleven (11) case management services per month for juveniles on probation or as a part of sentencing through the municipal court to the Parties. Each Participating Jurisdiction's use of this service shall be based on the Participating Jurisdictions proportional use of The Link's services as outlined in Exhibit A. The Director of The Link shall have authority to modify the maximum number of case management services per month as appropriate to the circumstances.

5. Coordinate and centralize the information collected by The Link for the Participating Jurisdictions involved with the Juveniles and their families.
 6. Provide rapid dissemination of assessment information to municipal courts, and the Participating Jurisdictions in accordance with all laws concerning confidentiality.
 7. Provide multi-tiered service approach through provision of 24 hour detention and screening services for delinquent youth placed into the juvenile detention center or intervention for applicable alternatives to detention pursuant to Senate Bill 94 and the grant monies awarded The Link pursuant to that legislation.
 8. Apply for and receive grants and other sources of funding and provide all services related to Juveniles which are authorized by the terms of any such grant or funding awards.
 9. Provide ongoing intake protocol training, assessment and using The Link services for Participating Jurisdictions and intervention screening for the 17th Judicial District pursuant to the requirements of Senate Bill 94 and the grant monies awarded The Link pursuant to that legislation.
 10. Provide immediate social and mental health service referrals to Juveniles through community service providers and private providers who offer such services.
 11. Provide pre-screening of youth for county and municipal offenses, misdemeanor and traffic warrants within the 17th Judicial District. In addition, The Link shall provide: Personal Recognizance bonding for municipal charges; screening of youth into Level 4 Electronic Home Monitoring or shelter placement pursuant to the annual renewal of the Senate Bill 94 grant award; and screening of youth into the Juvenile Detention Center if charges are detainable.
 12. Have any additional authority and power necessary to accomplish the foregoing programs and objectives.
- C. Contracts. The Parties hereto further acknowledge and agree that The Link shall have the responsibility and authority as reasonable and necessary to carry out the powers set forth in this IGA. Such authority shall include, but not be limited to, the authority to contract and lease property, purchase all necessary supplies, equipment, materials, and services, including professional services, and further to hire and discharge employees of The Link, as deemed necessary to operate The Link.
- D. Fees. Fees, if any are to be charged for services, shall be established by The Link and shall be uniform and reasonable. Nothing herein is intended to limit the ability of The Link to charge fees for recoupment of expenses, as deemed appropriate.
- E. Usage by other Entities. The Link Board by formal Board action may permit other entities to make use of The Link services, or to permit juveniles residing outside the 17th Judicial District,

to be referred to The Link. The formal Board action shall include the charge to other entities to make use of The Link services and the terms of payment for such services.

III. APPROPRIATION AND PAYMENT BY PARTIES OF THE ANNUAL ASSESSMENT

- A. Appropriation and Funding Obligations. The Parties agree to commit and have the monies appropriated to pay the Annual Assessment as requested and set forth in Exhibit A by the first day of January of the year during which said funds are to be expended by The Link. The Parties agree to pay said amounts to The Link by January 31 of the year during which said monies are to be expended by The Link. All payments to The Link pursuant to this IGA are, however, subject to annual appropriation by the Parties hereto in the manner required by statute. It is the intention of the Parties that no multiple-year fiscal debt or other obligation shall be created by this IGA.
- B. Calculation of the Annual Assessment. The Parties agree that the portion of the budget to be assessed to each of the Participating Jurisdictions Annual Assessment shall be based upon that jurisdiction's pro rata share of the current six-year average historical juvenile transports from the jurisdiction as compared to the total for all of the Participating Jurisdictions. The Annual Assessment for 2018 represents the same contribution amount as 2017 which is reflected in Exhibit A under the Assessment Amount. Should any such jurisdiction be partially within and partially without the territorial limits of the 17th Judicial District, such Party's Juvenile transport data within the 17th Judicial District shall be computed with the pro-rata share of the Annual Assessment. Such jurisdiction shall only refer juveniles within the boundaries of the 17th Judicial District to The Link.
- C. Contributions of New Parties. In the event that any municipal jurisdiction or county enforcement agency, other than the Participating Jurisdictions, wishes to use The Link services and provide funding for such services, after January 1st of each year, such entity may be included in this IGA by amendment as a Participating Jurisdiction. The new Participating Jurisdiction's assessment for this first year shall be determined based upon that jurisdiction's proportional share of the historical juvenile arrests and/or transport data available as applicable from that jurisdiction as compared to the revised total for all of the Participating Jurisdictions times the Annual Assessment as adjusted for the number of months of service. The monies as determined by said formula will be appropriated and paid thirty (30) days subsequent to execution by all the Parties, as provided herein. For subsequent years, a new jurisdiction's Annual Assessment shall be based on the formula provided herein for Participating Jurisdictions.

IV. BUDGET

- A. Budget Process. Each year, The Link shall prepare a preliminary budget and submit said budget to The Link's Board of Director's ("Board") for approval. The budget shall contain detailed estimates of the operating expenses for the subsequent year. The budget shall identify the dollar amount of all revenue sources including the portion of revenue to be assessed to the Participating Jurisdictions ("Annual Assessment"). The preliminary budget shall be approved by The Link's Board by October 31st of each year. The approved preliminary

budget shall be made available to each of the governing bodies of the Parties hereto as soon as thereafter as possible.

1. The Parties may provide comments or concerns on its Annual Assessment to The Link's Board on or before October 1st of each year. The Link's Board may adjust the budget based on the comments of the Parties.
2. The final budget shall then be approved by The Link's Board and certified by the secretary and treasurer of The Link's Board. A final budget shall be submitted to each of the governing bodies of the Parties no later than December 31st of each year that this IGA is in effect.

B. Contributions to the Budget. The Parties hereto agree to contribute to the budget based upon the formula set forth in Exhibit A for each term of this IGA.

V. FUNDS AND OPERATIONS

A. Designation of Funds. The Link agrees that the funds paid to The Link by the Parties hereto, and any monies generated by The Link itself shall be placed into a designated fund, and any expenses incurred by reason of operation of The Link shall be paid from said fund.

B. Choice of Depository. All monies belonging to The Link or designated for use by The Link shall be deposited in the name and to the credit of The Link with such depositories as The Link shall from time to time designate, in compliance with all applicable laws.

C. Disbursement of Funds. No disbursements of funds as provided by this IGA shall be made from the funds of The Link except by check, or credit card under the name of The Link.

D. Fiscal Responsibility. The Link shall not borrow money nor shall it approve any claims or incur any obligations for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to The Link with which to pay the same.

E. Operating and Capital Reserves. The Board of Directors of The Link shall have the authority to set aside unexpended revenues generated by the operation of The Link for purposes of providing operating and capital reserves. The Board of Directors shall also have the authority to establish a capital improvement fund to provide for the operation of the Link.

F. Insurance. The Link's Board shall obtain and maintain adequate liability and property insurance coverage to protect against any claims and liabilities which may arise due to the activities conducted by The Link or The Link's Board in an amount not less than the monetary limitations of liability provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq., as the same may be amended from time to time.

G. Use of Funds. Nothing herein is intended to restrict or prohibit The Link from using the budget funds for any purpose as authorized by any grant funds or in connection with the services provided by The Link.

VI. RECORDS AND REPORTS

- A. Record Keeping. The Link shall maintain accounts of its funds, properties, and business transactions, in accordance with applicable law.
- B. Annual Audit. The Link shall cause to be conducted an annual audit within 180 days after the end of the calendar year. Such audit or review shall be conducted by an independent certified public accountant, registered accountants licensed to practice in the State of Colorado. The Link audit is available on site for review by the respective Parties hereto upon request of any Party.
- C. Annual Report. Beginning in 2008 and thereafter, by March 1st of each year, The Link shall prepare and present to the respective Participating Jurisdictions, a comprehensive annual report of The Link's activities and finances during the preceding year.
- D. Reports Required by Law, Regulations or Contract. The Link shall also prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state and/or local officials to whom such report is required to be made in the course and operation of The Link.
- E. Reports Requested by the Parties. The Link may, where practical, render to the Parties hereto, at reasonable requests, such reports and accountings as the Parties hereto may from time to time request.

VII. DEFAULT IN PERFORMANCE

- A. Default by The Link. If, for whatever reason, The Link ceases its operation at anytime during the calendar year, with or without notice to the Participating Jurisdictions, such cessation of services shall constitute a material breach of this IGA and will relieve the Participating Jurisdictions of their funding obligation for any pro rata share of funding submitted for the end of the IGA term. Upon notification from The Link to the Participating Jurisdictions of such cessation of services, The Link agrees to reimburse to the Participating Jurisdictions their pro rata share to the extent that such funds are available. Upon such notice, the terms and conditions this IGA automatically terminates and relieves the Participating Jurisdictions of any and all obligations contained herein. The same shall apply to Brighton if any one of its three payments is not paid in full on the due date.
- B. Default by Participating Jurisdiction. In the event that any Participating Jurisdiction fails or refuses to provide the agreed upon funding pursuant to Exhibit A for any calendar year, after January 31st of such calendar year, such failure to pay shall constitute a material breach of this IGA. The Link shall notify the Participating Jurisdiction of such breach and if such breach is not cured within 30 days of such notification, the failure to cure shall constitute a material default in terms of this IGA and said Participating Jurisdiction shall be deemed excluded as a Participating Jurisdiction from the scope of this IGA and The Link shall be free to refuse the provision of services for any juvenile from that Participating Jurisdictions' geographical area.

VIII. TERM, RENEWAL AND TERMINATION OF AGREEMENT

- A. Term and Renewal of Agreement. The IGA shall be in full force and effect for a period of one calendar year commencing on January 1, 2018, and ending on December 31, 2018, and the Parties to this IGA shall have an option to renew this IGA for an additional one year, at the end of each such term, upon written notification to The Link of intent to renew, dated 90 days prior to the end of the current term.
- B. Termination by Written Notice. This IGA or any Party's participation in this IGA, may be terminated effective by written notice from the Party or Parties to The Link dated at least 90 days prior to January 1st of any given year. Any Party terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its annual operating cost contributions previously paid to The Link.
- C. Termination of Party/Loss of Funds. Upon termination of a Party whether by default in performance or by written notice, the remaining Parties may continue to participate in this IGA. The Link's Board, upon such termination of Party or Parties, shall act to adjust the budget or Annual Assessment or hours of operation to accommodate the loss in funds unless the remaining Parties negotiate an amendment to the IGA setting forth revised percentages of participation or the Parties agree to terminate the IGA.
- D. Powers of The Link upon Termination by a Majority. Upon termination by mutual agreement of a majority of the Parties to this IGA, the powers granted to The Link under this IGA shall continue to the extent necessary to make an effective disposition of the property, equipment, and assets under this IGA.

IX. AMENDMENT

This IGA may be amended at anytime in writing by agreement of the Parties to this IGA subject to approval of the various governing bodies of the Parties.

X. SEVERABILITY

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

XI. COUNTERPART

This IGA may be signed in counterparts, and each counterpart shall be deemed an original, and all counterparts taken as a whole shall constitute one and the same instrument. The IGA shall not be effective until the last date executed by all Parties.

XII. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall give rise to any rights or allow any claim by any third party. It is the express intention of the Parties that any third party receiving benefits from this IGA shall be deemed an incidental beneficiary only.

XIII. SUPERSEDES

This IGA supersedes and replaces all prior agreements and all amendments.

XIV. NON-DISCRIMINATORY POLICY

The Link shall make its services, facilities, and programs available to all persons regardless of race, color, age, creed, national origin, sex, or disability.

XV. NO GENERAL OBLIGATION INDEBTEDNESS

As this IGA will extend beyond the current fiscal year, the Parties understand and intend that the obligation of the Parties to pay the Annual Assessment hereunder constitutes a current expense of the Parties payable exclusively from the Parties' funds and appropriated each fiscal year, and shall not in any way be construed to be a multi-fiscal year debt or other financial obligation within the meaning of Article X, Section 20, of the Colorado Constitution, a general obligation indebtedness of the Parties within the meaning of any provision of Article XI, of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the Parties has pledged the full faith and credit of the state, or the Parties to the payment of the charges hereunder, and this IGA shall not directly or contingently obligate the Parties to apply money from, or levy or pledge any form of taxation to, the payment of the annual operating costs.

XVI. LITIGATION

Each Party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions.

XVII. WAIVER

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

XVIII. PARAGRAPH CAPTIONS

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

XIX. GOVERNMENTAL IMMUNITY

The Cities and County acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this IGA, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Cities, their officers, or employees.

IN WITNESS WHEREOF, the Parties hereto have executed this IGA to become effective upon final execution by all Parties.

ADAMS COUNTY, COLORADO

By: Eva J. Henry Date
Title: Chair

ATTEST:

By: Stan Martin
Title: County Clerk

APPROVED AS TO FORM:

By: Heidi Miller
Title: County Attorney

CITY OF BRIGHTON

By: Richard N. McLean Date
Title: Mayor

ATTEST:

By: Natalie Hoel
Title: City Clerk

APPROVED AS TO FORM:

By: Margaret R. Brubaker
Title: City Attorney

CITY OF BROOMFIELD

By: Randy Ahrens Date
Title: Mayor

ATTEST:

By: Jim Candelarie
Title: City and County Deputy Clerk

APPROVED AS TO FORM:

By: William A. Tuthill III
Title: City and County Attorney

CITY OF COMMERCE CITY

By: Brian McBroom _____ Date
Title: City Manager

ATTEST:

By: Laura J. Bauer
Title: City Clerk

APPROVED AS TO FORM:

By: Robert Sheesley
Title: City Attorney

CITY OF NORTHGLENN

By: Joyce Downing Date
Title: Mayor

ATTEST:

By: Johanna Small
Title: City Clerk

APPROVED AS TO FORM:

By: Corey Y. Hoffman
Title: City Attorney

CITY OF THORNTON

By: Jeff Coder _____ Date _____
Title: City Manager

ATTEST:

By: Kristen Rosenbaum
Title: City Clerk

APPROVED AS TO FORM:

By: Luis Corchado
Title: City Attorney

CITY OF WESTMINSTER

By: Don Tripp Date
Title: City Manager

ATTEST:

By: Michelle Parker
Title: City Clerk

APPROVED AS TO FORM:

By: David Frankel
Title: City Attorney

THE LINK
A Community Assessment and Resource Center
A Colorado Non-Profit Corporation

By: Paul Targoff **Date**
Title: Director

EXHIBIT A

Number of Employees: FTE: 11 PTE: 3 Per Diem: 2 Hours of Operation: 24/7

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**EXHIBIT A
2018 IGA Contributions**

YEAR	2011	2012	2013	2014	2015	2016	Grand Total	6 Yr Total	6 Yr. Agency Average	2017 IGA Contribution	% of Link Usage	2018 IGA Contribution
										\$543,597	2016	\$543,597
AGENCY												
ACSO	82	90	86	90	188	186	722	722	120	\$108,721	15%	\$108,721
Brighton	70	72	120	165	208	164	799	799	133	\$59,795	13%	\$59,795
Broomfield	n/a	n/a	n/a	n/a	n/a	30	30	30	30	\$25,000	2%	\$25,000
Comm. City	22	36	53	72	133	116	432	432	62	\$48,924	9%	\$48,924
Northglenn	29	36	32	46	72	82	297	297	50	\$48,924	6%	\$48,924
Thornton	178	275	311	316	617	562	2,259	2,259	377	\$217,438	44%	\$217,438
Westminster	54	58	58	62	116	133	481	481	80	\$59,795	11%	\$59,795
TOTAL	435	567	660	751	1334	1273	5,020	5,020		\$568,597	100%	\$568,597
Scheduled Interventions/Self Referrals as a result of law enforcement contact	30	48	29	100	279	289	207					

**Schedule: Mon- Sun 6a-3a (on call 3a-6a)
Employees: 12 FTE 2 PTE**



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Mile High Greyhound Urban Renewal Plan within Commerce City
FROM: Bryan Ostler, Deputy County Manager of Community Services Kristin Sullivan, Director of Community and Economic Development Ben Dahlman, Director of Finance Nancy Duncan, Budget Manager
AGENCY/DEPARTMENT: County Manager's Office, Community & Economic Development, Finance and Budget Office
HEARD AT STUDY SESSION ON: June 27, August 1, October 10
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Property Tax Increment Revenue Agreement with the Commerce City Urban Renewal Authority

BACKGROUND:

Commerce City is pursuing the redevelopment of the Mile High Greyhound Park, located between 64th Ave. and 62nd Ave. on the east side of Highway 2. This property was operated as a dog track and racing club for more than 60 years before closing in 2008. On August 2, 2011, the Commerce City Urban Renewal Authority (CCURA) purchased the 64-acre park for \$3,350,000, with the intent of redeveloping the site in a way that is beneficial for the neighborhood and community as a whole. Since then, the City and CCURA have undertaken a variety of efforts to help move the redevelopment project forward. The current proposal involves the use of urban renewal to utilize incremental sales, property, and lodging tax revenues to help finance elements of the project.

The state legislature passed HB 1348 in the 2015 legislative session, which amended state urban renewal law to require intergovernmental agreements with taxing entities whose incremental revenues are proposed for inclusion in the urban renewal plans. These intergovernmental agreements, including an agreement with Adams County, must be in place prior to the plan adoption by the City Council.

Commerce City Urban Renewal Authority has executed agreements with a number of the taxing entities already including the South Adams Fire and Rescue District, Urban Drainage and Flood Control District, and the Rangeview Library District. The CCURA continues to negotiate with the Adams 14 School District on an IGA.

Staff presented the project and the proposed urban renewal plan to the BOCC several times between June and October 2017. In addition, the representative from the master developer ReGen LLC, Rick Wells, attended the study session on August 1, 2017 and presented the details of the project to the BOCC. Staff from Adams County and Commerce City worked together to develop and recommend a final version of the property tax increment agreement. The result of those discussions and negotiations is the attached agreement, which has been approved by the Commerce City Urban Renewal Authority as of October 16, 2017. The primary deal points within the agreement are summarized below:

- County agrees that the CCURA may retain and expend 100% of the property tax increment revenues from the County property tax levy within the tax increment area
- The urban renewal plan initially authorizes a 25-year term for tax increment financing (TIF) within phase I of the tax increment area. The plan anticipates additional phases will be added that will each last for 25 years per phase. The County waives further negotiation of the IGA for these anticipated phases.
- The collection of TIF shall terminate upon repayment of eligible costs.
- The commercial and educational parcels within the approved Planned Unit Development (PUD) shall not be rezoned to residential uses.
- If County electors approve a new or increased levy, these shall not be eligible for inclusion in the TIF and shall be passed on to the County.
- If a future bus rapid transit station is located within this project, no additional local funding match from the County shall be required.
- The project will be required to provide 175 units of affordable housing:
 - 150 income qualified units will serve residents with incomes less than 60% of Area Median Income (AMI)
 - Of the 150 income-qualified units, at least 10 of these units will have deeper levels of affordability (less than 50% of AMI)
 - The developer will provide 25 units of income-qualified housing that will serve residents at or below 80% of AMI.

Staff recommends approval of the agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office, Finance Department, Budget Office, Community & Economic Development, County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
Agreement
Legal Description
Urban Renewal Plan

FISCAL IMPACT:

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

Fund: All property tax funds
Cost Center: See note below

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

The anticipated fiscal impact of the project has been analyzed by the staff in great detail based on a set of assumptions for the anticipated development plans and the associated revenues and costs to serve the project. All incremental property taxes for each phase are anticipated to occur for 25 years and will be redirected to the urban renewal authority pursuant to the terms of the attached agreement. Staff estimates that the County's portion of the proposed incremental property taxes to be utilized as part of the project is \$7,719,000. The County estimates that the net cost to the County for providing services to this project for 25 years will be approximately \$9,000,000. This fiscal impact analysis has been presented in study session and it has been compared and analyzed in context with the anticipated public benefits that the project will bring, which are described within the staff summary.

RESOLUTION APPROVING A PROPERTY TAX INCREMENT REVENUE AGREEMENT BETWEEN ADAMS COUNTY AND THE COMMERCE CITY URBAN RENEWAL AUTHORITY

WHEREAS, the real property commonly known as the former Mile High Greyhound Park (“Property”) in the City of Commerce City (“City”) is being considered by the City Council of the City as an urban renewal area to be redeveloped by one or more developers and/or property owner(s) as a mixed use development(s) that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development and will result in the creation of significant public benefits to the region, including the City and the County; and,

WHEREAS, to accomplish the proposed redevelopment and to provide certain required public improvements, the City has determined it is necessary to include the Property in an urban renewal plan, entitled as the “Commerce City Urban Renewal Plan” (“Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (“Act”), to pay certain eligible costs; and,

WHEREAS, in accordance with the Act as amended to the date of this resolution (including the requirements of HB 15-1348), the Commerce City Urban Renewal Authority (“Authority”) and the Board of Commissioners of Adams County, Colorado desire to enter into the Property Tax Increment Revenue Agreement, attached hereto as Exhibit “A,” to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Property Tax Increment Agreement between Adams County and the Commerce City Urban Renewal Authority be approved.

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

PROPERTY TAX INCREMENT REVENUE AGREEMENT
(ADAMS COUNTY)

1.0 AGREEMENT. This Agreement (the “Agreement”) is made and executed effective as of _____, 2017, by and between the COMMERCE CITY URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”) and ADAMS COUNTY, a political subdivision of the State of Colorado (the “County”) (the Authority and the County are referred to herein individually as a “Party” and collectively as the “Parties”).

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Proposed Redevelopment. The Parties have been advised that the real property described in **Exhibit A** (the “Property”) lying within the corporate limits of the City of Commerce City (the “City”) is being considered by the City Council of the City as an urban renewal area to be redeveloped by one or more developers and/or property owner(s) as a mixed use development(s) that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development and will result in the creation of significant new jobs all of which will benefit the region, including the City and the County.

2.2 Urban Renewal and Tax Increment Financing. To accomplish the proposed redevelopment and to provide certain required public improvements it is necessary to include the Property in an urban renewal plan, entitled as the “Mile High Greyhound Park Urban Renewal Plan” (the “Plan” or “Urban Renewal Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”), to pay Eligible Costs of the Public Improvements. The proposed Plan that includes the Property is attached to this Agreement as **Exhibit B**.

2.3 Nature of Urban Renewal Project and Purpose of Agreement. The proposed project, as outlined in the Plan, consists of any and all undertakings and activities authorized in the Plan and the Act to eliminate blighted conditions, including designing, developing and constructing the various public and private improvements (which includes paying the Eligible Costs of Public Improvements) necessary to serve the proposed Urban Renewal Area (the “Urban Renewal Project”) and to comply with §31-25-107(4)(g) of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. The Authority has submitted to the County an Impact Report as required by §31-25-107(3.5) of the Act, which includes information necessary to comply with HB 10-1107 and HB 15-1348 and for the County to analyze the proposed Plan.

2.3.1 Implementation of the Urban Renewal Project is projected to remedy and prevent blighted conditions, and create significant new employment opportunities and other benefits, as a result of new private investment, as specified in the Impact Report that will benefit the Parties, the region, and the State of Colorado.

2.3.2 The Duration of time estimated to complete the Urban Renewal Project is the 25-year period of time specified in §31-25-109(a) of the Act, commencing upon approval by the City of the Plan and, as to later added real property already within the Urban Renewal Area as additional phases of tax increment areas, upon approval by the City of any Plan amendment adding such real property as an additional phase of tax increment area.

2.3.3 The estimated annual Property Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the Urban Renewal Project and the portion of such Property Tax Increment Revenue to be allocated to fund the Urban Renewal Project are set forth in the Impact Report.

2.3.4 The nature and relative size of the revenue and other benefits expected to accrue to the City, the County, and other taxing entities that levy property taxes in the Urban Renewal Area are set forth in the Impact Report and include, without limitation.

2.3.4.1 The estimated increase in base value resulting from biennial general reassessments for the Duration in accordance with §31-25-107(9)(e) of the Act;

2.3.4.2 The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with §31-25-107(3.5) of the Act;

2.3.4.3 The estimate of the impact of the Urban Renewal Project on County and taxing entity revenues in accordance with §31-25-107(3.5) of the Act;

2.3.4.4 The cost of additional County and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with §31-25-107(3.5) of the Act;

2.3.4.5 The capital or operating costs of the Parties, the City, and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348.

2.3.4.6 The legal limitations on the use of revenues belonging to the Parties, the City, and any taxing entity in accordance with HB 15-1348;

2.3.4.7 The other estimated impacts of the Urban Renewal Project on County and other taxing body services or revenues in accordance with §31-25-107(3.5) of the Act.

2.4 Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 15-1348), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein.

3.0 AGREEMENT. in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 “Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

4.2 “Agreement” means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 “Authority” means the Party described in Section 1.0, the Commerce City Urban Renewal Authority, a body corporate and politic of the State of Colorado.

4.4 “Bonds” shall have the same meaning as defined in §31-25-103 of the Act.

4.5 “City” means the City of Commerce City, Colorado.

4.6 “County” means the Party described in Section 1.0, Adams County, a political subdivision of the State of Colorado.

4.7 “County Increment” means the portion of Property Tax Increment Revenues generated by the County’s mill levy received by the Authority from the County Treasurer and paid to into the Special Fund as specified in Section 5.1.

4.8 “Duration” means the twenty five year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-109(a) of the Act, the Plan, any Plan amendments adding real property already within the Urban Renewal Area as additional phases of tax increment areas, and the Impact Report.

4.9 “Eligible Costs” means those costs eligible to be paid or reimbursed from Property Tax Increment Revenues pursuant to the Act.

4.10 “Impact Report” means the impact report setting forth the burdens and benefits of the Urban Renewal Project previously submitted to the County.

4.11 “Improvements” means the Public Improvements and Private Improvements.

4.12 “Party” or “Parties” means the Authority or the County or both and their lawful successors and assigns.

4.13 “Plan” means the Urban Renewal Plan defined in Section 2.2.

4.14 “Project” shall have the same meaning as Urban Renewal Project.

4.15 “Property Tax Increment Revenues” means all of the TIF revenues described in §31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration of the Urban Renewal Project.

4.16 “Special Fund” means the fund described in the Plan and §31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.17 “TIF” means the property tax increment portion of the property tax assessment roll described in §31-25-107(9)(a)(II) of the Act.

4.18 “Urban Renewal Area” means the area included in the boundaries of the Plan.

4.19 “Urban Renewal Plan” means the Mile High Greyhound Park Urban Renewal Plan, attached to this Agreement as **Exhibit B**.

4.20 “Urban Renewal Project” means all of the undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

5.0 PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of HB 15-1348, the Parties have negotiated and agreed to the allocation of Property Tax Increment Revenues as set forth herein.

5.1 The County Increment Revenues. The County and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project 100% of all of the net incremental revenue it receives from the Adams County Treasurer each year from the property tax levy of the County against the portion of the assessment roll located within the Plan Area (as further defined above, the “County Increment”), commencing on the date of approval by the City of the Plan and, as to later added real property already within the Urban Renewal Area as additional phases of tax increment areas, upon approval by the City of any Plan amendment adding such real property already within the Urban Renewal Area as an additional phase of tax increment area, and lasting for the maximum period of twenty-five (25) years that the Authority is authorized to receive Property Tax Increment Revenues pursuant to the Act (the “Duration”).

5.2 Mill Levy Allocation. When the County’s eligible electors approve a new or increased mill levy for any lawful purpose (“Future Mill Levy”), any revenue derived from the Future Mill Levy shall not be considered part of the County Increment. Rather, upon approval by the eligible electors of the County of a Future Mill Levy, the County shall provide notification of the same to the Authority. From the date of such notice until the Duration has expired, the Authority shall annually deduct from the Property Tax Increment Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such revenues to the County.

6.0 CONSENTS AND WAIVERS. This Agreement shall constitute the agreement in writing by the County to the following provisions.

6.1 Pledge of Property Tax Increment Revenues. The County recognizes and agrees that the adoption and approval of the Plan includes an irrevocable pledge of all of the County’s Increment of the Property Tax Increment Revenues to pay the Authority’s Bonds and other financial obligations, including payment of all Eligible Costs, in connection with the Urban Renewal Project. The Authority has elected to apply the provisions of §11-57-208, C.R.S., to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act and is and shall be an obligation of the Parties pursuant to §31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and

priority of the pledge of The Property Tax Increment Revenues shall be governed by §11-57-208, C.R.S. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any of all other obligations and liabilities of the Parties with respect to the Property Tax Increment Revenues.

6.2 Addition of Real Property to Urban Renewal Area Minor Amendment. The County recognizes and agrees that the addition of real property to the Urban Renewal Area at any point during the Duration of the Project does not constitute a substantial modification to the Plan, but rather is a minor amendment to the Plan. Further, the County agrees to treat all real property already within the Urban Renewal Area added as an additional phase of tax increment area by amendment under the terms of this Agreement, including the County's pledge of the County Increment of the Property Tax Increment Revenues, commencing on the date of approval by the City of any such amendment and lasting for the maximum period of twenty-five (25) years that the Authority is authorized to receive Property Tax Increment Revenues pursuant to the Act for that real property already within the Urban Renewal Area and added as an additional phase of tax increment area.

6.3 Termination of County Increment Upon Full Repayment. The Authority and County agree that, Section 5.1 of this Agreement notwithstanding, the County Increment shall terminate upon full repayment of the Authority's Bonds and other financial obligations, including repayment of all Eligible Costs, in connection with the Urban Renewal Project.

6.4 Income-Qualified Residential Units. The Authority agrees to cause a minimum of 150 income-qualified residential units, defined as residential units with income restrictions of no more than 60% of area median income and including Low Income Housing Tax Credit projects qualifying for 4% federal tax credits financing, to be built as a part of the Project. Of those 150 units, no less than 10 will have income restrictions of less than 50% of area median income. In addition, the Authority agrees to cause an additional 25 income-qualified residential units, defined as residential units with income restriction of no more than 80% of area median income, to be built as a part of the Project. Income qualified units in the Project shall not be excluded from eligibility for any County-controlled housing funds which can be made available to projects within the City under the normal course of business.

6.5 Mix of Residential to Commercial Uses. This Property is guided by a Planned Unit Development ("PUD") that serves as the zoning for the development of the Project. The PUD was approved by the Commerce City Council on January 9, 2017 and recorded on August 7, 2017. During the term of this Agreement, the Parcels identified in such PUD as Parcel A and Parcel B shall not be rezoned to include residential uses.

6.6 Funding of Bus Rapid Transit. The Authority and the County agree in the event a bus rapid transit stop is located within the Urban Renewal Area, and to the extent that the County is called upon to commit funds as a match to the bus rapid transit, the necessary portion of the County Increment will be retained by the County, Sections 5.1 and 6.1 of this Agreement notwithstanding, to satisfy the County's matching contribution for the funding of such bus rapid transit.

7.0 NOTIFICATION OF SUBSTANTIAL MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the County of any intended substantial modification of the Plan as required by §31-25-107(3.5)(a) of the Act. This Agreement is not part of the Plan.

8.0 WAIVER. Except for the notices required by this Agreement, the County, as authorized by §31-25-107(9.5)(b) and §31-25-107(11) of the Act, hereby waives any provision of the Act that provides for notice to the County, requires any filing with or by the County, requires or permits consent from the County, and provides any enforcement right to the County for the Duration.

9.0 AGREEMENT CONFINED TO COUNTY INCREMENT REVENUES. This Agreement applies only to the Property Tax Increment Revenues described in Section 5.0 from the Urban Renewal Area, as calculated, produced, collected and paid to the Authority by the Adams County Treasurer in accordance with §31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the Parties or the City.

10.0 MISCELLANEOUS.

10.1 Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the County. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

10.2 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

10.3 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

10.4 No Third-Party 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 this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

10.5 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may 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.

10.6 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

10.7 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

10.8 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of “Bonds” in the Act, including payment of all Eligible Costs or any other lawful financing obligation.

10.9 Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

10.10 No Assignment. No Party may assign any of its rights or obligations under this Agreement.

10.11 Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

10.12 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

10.13 Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

10.14 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

10.15 Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

COUNTY:

ATTEST:

ADAMS COUNTY

BY: _____
Secretary

BY: _____
_____, Commissioner

AUTHORITY:

ATTEST:

COMMERCE CITY URBAN RENEWAL
AUTHORITY

BY: _____
Secretary

BY: _____
_____, Chairman

EXHIBIT A
PROPERTY

Exhibit A

EXHIBIT B
Urban Renewal Plan

Mile High Greyhound Park

Urban Renewal Plan
City of Commerce City, Colorado

April 10, 2017

Prepared for:

City of Commerce City, Colorado
Urban Renewal Authority of the City of Commerce City, Colorado

Prepared by:

REGen, LLC
1125 17th Street, Suite 2500
Denver, CO 80202



Mile High Greyhound Park

Urban Renewal Plan
City of Commerce City, Colorado

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Mile High Greyhound Park

Urban Renewal Plan
City of Commerce City, Colorado

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Mile High Greyhound Park

Urban Renewal Plan
City of Commerce City, Colorado

1.0 Introduction

1.1 Preface

This Mile High Greyhound Park Urban Renewal Plan (the “**Plan**” or the “**Urban Renewal Plan**”) has been prepared by the Urban Renewal Authority of the City of Commerce City, Colorado (the “**Authority**”) for the City of Commerce City, Colorado (“**City**”). It will be carried out by the Authority, pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended (the “**Act**”). The administration and implementation of this Plan, including the preparation and execution of any documents implementing it, shall be performed by the Authority.

1.2 Blight Findings

Under the Act, an urban renewal area is a blighted area, which has been designated as appropriate for an urban renewal project. In each urban renewal area, conditions of blight, as defined by the Act, must be present, and in order for the Authority to exercise its powers, the City Council must find that the presence of those conditions of blight, “substantially impairs or arrests the sound growth of the municipality or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare.” C.R.S. § 31-25-103(2).

The Mile High Greyhound Park Current Conditions Survey, prepared by City staff, dated December, 2016, which is attached hereto as **Appendix IV** (the “**Survey**”), demonstrates that the Mile High Greyhound Park Urban Renewal Area (the “**Urban Renewal Area**” or the “**Area**”) included in the Survey, is a blighted area under the Act. On December 19, 2016, the City Council of Commerce City

approved Resolution #2016-130 declaring the Study Area as a blighted area under the Act.

1.3 Other Findings

The Area is appropriate for one or more urban renewal activities and undertakings authorized by the Act to be advanced by the Authority.

It is the intent of the City Council in adopting this Plan that the Authority exercise all powers authorized in the Act which are necessary, convenient or appropriate to accomplish the objectives stated herein. Further, it is the intent of this Plan that the Authority exercise all such powers as may now be possessed or hereafter granted for the elimination of qualifying blight conditions in the Area.

The powers conferred by the Act are for public uses and purposes for which public money may be expended and police powers exercised. This Plan is in the public interest and necessity, which finding is a legislative determination by the City Council.

1.4 Plan Review and Public Process

Copies of this Plan have been provided to all public entities having taxing authority with the Area for their review and comment. In addition to the Plan, each taxing entity including Adams County has received a copy of an Impact Report which indicates the current taxes being generated from the Area, the current proposed development plan, and the proposed capture of tax increment from the Area as it relates to each taxing entity. The Area encompassed by the Plan has been rezoned through a public review process which included review and approval by the Commerce City Planning Commission on December 6, 2016 which held that the development plan and proposed zoning were in furtherance of the Comprehensive Plan. The rezoning process also included a public hearing before the Commerce City Council noticed on December 6, 2016 and held on December 19, 2016 at which the zoning and urban renewal financing plan were

discussed. At that same meeting a public hearing was held to review the Condition Survey for the Area and the findings of blight. The City Council approved the Condition Survey and blight findings under Resolution # 2016-130. As a part of the zoning review process a public meeting was held on September 1, 2016 at which both the proposed development plan and proposed zoning were discussed. In addition, the creation of an urban renewal plan and the use of tax increment financing were reviewed and discussed at these public meetings. All of the land in the Area is owned by the City of Commerce City or the Commerce City Urban Renewal Authority and there are no structures, businesses or occupants within the Area. As such, no additional notice or public review is required for adoption of the Plan.

1.5 Urban Renewal Area Boundaries

The Urban Renewal Area includes properties all located within the City limits as delineated in **Figure No. 1** and described in the legal description presented in the **Appendix II**. The boundaries of the Area include approximately 65 acres of land generally defined to include 5 legal parcels plus public rights-of-way located within the former Mile High Greyhound Park property. Geographically, it is bound by 64th Avenue on the north, 62nd Avenue to the south, Holly Street to the east and Highway 2 to the west in south central Commerce City.

The boundaries of the Urban Renewal Area were defined as narrowly as feasible to accomplish the objectives identified herein.

As per the Act, the legal description presented in the Appendix controls the boundary description in case of any conflict. No agriculturally-assessed properties are included in the Urban Renewal Area.

1.5.1 Map of Urban Renewal Area (Figure 1)

The Urban Renewal Area map is presented as **Figure No. 1** on the following page.



2.0 Definitions

Act – means the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended.

Area or **Urban Renewal Area** – means the Mile High Greyhound Park Urban Renewal Area as depicted in **Figure 1** and legally described in **Appendix II**.

Authority – means the Urban Renewal Authority of the City of Commerce City, Colorado.

City Council – means the City Council of the City of Commerce City, Colorado.

Comprehensive Plan – the City of Commerce City Comprehensive Plan (C3 Vision) 2010.

Cooperation Agreement – means any agreement between the Authority and City, or any public body (the term “public body” being used in this Plan as defined by the Act) respecting action to be taken pursuant to any of the powers set forth in the Act or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by the Authority under this Plan.

C.R.S. – means the Colorado Revised Statutes, as amended from time to time.

Impact Report – means the Mile High Greyhound Park Adams County Impact Report prepared by REGen, LLC dated April 10, 2017.

Phase I Tax Increment Area - means the Phase I Tax Increment Area as defined in Section 6.7 of this Plan and depicted and legally described in **Appendix III**.

Plan or **Urban Renewal Plan** – means this Mile High Greyhound Park Urban Renewal Plan.

Property Tax Increment Revenue – means the property tax increment revenue allocated to the Authority as defined in Section 7.3.3 of this Plan.

Redevelopment / Development Agreement – means one or more agreements between and among the Authority and developer(s) and / or property owners or such other individuals or entities as may be determined by the Authority to be necessary or desirable to carry out the purposes of this Plan.

Sales Tax Increment Revenue - means the sales tax increment revenue allocated to the Authority as defined in Section 7.3.3 of this Plan.

Study Area – means the geographic territory defined for the Survey, the boundaries of which are coterminous with the Area boundaries.

Survey – means the Mile High Greyhound Park Current Conditions Survey, prepared by City staff, dated December, 2016, attached hereto as **Appendix IV** and incorporated herein by this reference.

Tax Increment Area - means the Phase I Tax Increment Area as defined in Section 6.7 of this Plan and depicted and legally described in **Appendix III**, and any subsequent Tax Increment Area designated by an amendment to this Plan by the City Council.

Urban Renewal Project (or Project) – means, for purposes of this Plan, any and all undertakings and activities within the Area necessary or desirable to remedy or prevent blight.

Zoning Code – means the City of Commerce City zoning code in effect as of the date of any zoning actions which apply to property within the Study Area at the time of the approval by the City Council of such action.

3.0 Purpose of the Plan

The purpose of this Plan is to reduce, eliminate and prevent the spread of blight within the Area and to stimulate growth and investment within the Area boundaries. To accomplish this purpose, the Plan promotes local objectives expressed in adopted community plans with respect to appropriate land uses, private investment and public improvements, provided that the delineation of such objectives shall not be construed to require that any particular aspect of the Project necessarily promote all such objectives. Specifically, the Mile High Greyhound Park Urban

Renewal Plan seeks to advance the vision and priorities of the Comprehensive Plan.

While the principal goal of the urban renewal effort, as required by the Act, is to afford maximum opportunity, consistent with the sound needs of the City as a whole; to remediate blighted conditions; and to develop and rehabilitate the Area by private, public and not-for-profit enterprises; it is not intended to replace the efforts of area business development or marketing organizations. The development of properties within the Area will be accomplished through the improvement of existing and construction of new, structures and infrastructure, attraction of new investment and reinvestment in the Area through the involvement of the Authority and City with participation and cooperation by the private sector.

3.1 Development and Design Objectives

All development in the Area shall conform to the Zoning Code and any site-specific zoning regulations or policies which might impact properties, all as in effect and as may be amended from time to time. While the Act authorizes the Authority to undertake zoning and planning activities to regulate land use, maximum densities, and building requirements in the Area, the City will regulate land use and building requirements through existing municipal codes and ordinances.

General development objectives for the Urban Renewal Area include redevelopment of the Area for the purpose of generating revenue sufficient to fund improvements that address conditions of blight that are serving as obstacles to private investment within this former regional destination. Correspondingly, to provide funding for a range of improvements and enhancements that will serve to stabilize adjacent residential neighborhoods and established commercial centers.

Specific objectives include the following:

1. Eliminate and prevent blight

2. Implement elements of the Comprehensive Plan
3. Support and advance actions identified in existing and any future plans prepared by the City of Commerce City related to redevelopment in the vicinity of the Area that are consistent with the vision of this Plan
4. Take a vacant infill parcel and put it into productive use
5. Promote greater stability in surrounding neighborhoods through the introduction of a mix of uses
6. Catalyze reinvestment over an extended period of time through a fiscally-sound phased development program
7. Complete improvements that benefit properties beyond the Area including infrastructure that supports business development and City infrastructure improvements including streetscape amenities and storm water management.
8. Provide a range of financing mechanisms to incent private and not-for-profit investment

4.0 Blight Conditions

Before an urban renewal plan can be adopted by the City, the Area must be determined to be a "blighted area" as defined in Section 31-25-103(2) of the Act, which provides that, in its present condition and use, the presence of at least four of the following factors (see below) in the Area, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

- (a) Slum, deteriorated, or deteriorating structures;
- (b) Predominance of defective or inadequate street layout;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Unusual topography or inadequate public improvements or utilities;
- (g) Defective or unusual conditions of title rendering the title nonmarketable;
- (h) The existence of conditions that endanger life or property by fire or other causes;
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- (j) Environmental contamination of buildings or property;
- (k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or
- (l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of Section 31-25-103(2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

The general methodology for conducting the Survey is to: (i) define the Study Area; (ii) gather information about properties, infrastructure and other improvements within the Study Area; (iii) evaluate evidence of blight through field reconnaissance, review of aerial photography, discussions with representatives of various City departments, etc.; and, (iv) record observed and documented conditions as per the Act.

Among the 11 qualifying factors identified in the Act, the Survey identified the presence of the following 8 blight factors in the Study Area:

- (a) Slum, deteriorated, or deteriorating structures;
- (b) Predominance of defective or inadequate street layout;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Unusual topography or inadequate public improvements or utilities;
- (h) The existence of conditions that endanger life or property by fire or other causes;
- (k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

At the time this Plan was prepared, all the property contained within the Area is owned by the City of Commerce City or the Commerce City Urban Renewal Authority. Neither of the City or the URA object to the creation of this Urban Renewal Area, nor adoption of this Urban Renewal Plan. With this condition, there only needs to be one condition found as per provision (l) of the Act, “ (l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, “blighted area” also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of Section 31-25-103(2).”

5.0 Plan’s Relationship to Local Objectives and Appropriate Land Uses

5.1 General Description

Implementation of this Urban Renewal Plan supports the objectives and requirements of the Comprehensive Plan with respect to development and redevelopment. As development occurs in the Area, it shall conform to the Comprehensive Plan and any subsequent updates, the City Building and Zoning Code and any rules, regulations, and policies promulgated pursuant thereto, any site-specific planning documents that might impact properties in the Area including, but not limited to, City-approved site, drainage, and public improvement plans, and any applicable City design standards, all as in effect and as may be amended from time to time.

All development within the Area will comply with the current zoning and Comprehensive Plan.

Development Plan Description

The following development plan reflects the current plan for developing the site, but may be amended from time to time as necessary to accommodate future market and financing conditions.

The Plan envisions the former Mile High Greyhound Park as a mix of residential uses, commercial, retail, and civic infrastructure uses.

The Comprehensive Plan designates the former racetrack property as a mixed-use zone with aspirations of becoming a regional center, serving the local area as well as a broader reach. This Plan allows for a mixture of vertical and horizontal mixed use development that can allow a diverse mix of commercial enterprises. The residential components of the property allow for a mix of housing types to appeal to a broad range of incomes, ages, and housing needs. A site in the northwestern portion of the property is anticipated to house an institutional or academic use that will serve the needs of the community.

These uses are arranged around a system of connective streets and open spaces that provide the area with an urban structure.

Layout and Circulation

Currently, the site, which is approximately 65 acres, creates a barrier within the area and allows for no public access across it. The development plan will fix this connectivity issue by continuing Parkway Drive through the site, linking with Glencoe Street to the north. Other internal streets will complete an internal street grid and provide appropriate connections to the existing street grid in the surrounding neighborhoods, where possible and appropriate. Certain connections may also be green connectors that allow for pedestrian access but not vehicular access.

Land Uses

The Project envisions a mix of uses that are integrated both vertically in mixed-use buildings as well as horizontally across the Project's blocks.

The Project will include commercial uses – which can include restaurants, shops, hotels, and other uses – as well as mix of residential products and an institutional use that can provide community amenity.

The residential products will largely fit within a spectrum of denser to less dense as the Project progresses from south to north to interact with the existing neighborhood there.

Within the mixed-use core of the site, small shops, offices, and restaurants are allowed and encouraged to occupy the ground floor of mixed-use buildings, especially fronting the open space areas of the site.

The anticipated institutional uses could include a school, training facility, or cultural use or a mixture of these. No large-scale manufacturing or heavy industrial uses will be allowed within the Project.

Open Space

One of the most prominent open space features on the site will be the expansion of the existing regional detention pond on the northeastern edge of the site. The current pond is considered too small for the needs of the area it serves. In order to serve the 100 year flood event, the pond will be expanded and joined with usable park open space. This will work to turn a pond that would otherwise be liability or detractor from the quality of the site into an amenity. This undertaking will be done in partnership with the City.

The central park will similarly be a mixture of storm water management and usable, active open space. This park will serve a large portion of the storm water needs of the site itself. The park is also seen as the heart of the community and will provide opportunities for large gatherings, programmed events, passive recreation, and family use.

There are no existing wildlife habitat areas, areas of extensive vegetation, or existing oil and gas facilities on site.

Project Phasing

Due to the scale of this Project (approximately 65 acres), the Project will be phased over several years based on the speed of the market in developing the site. It is very likely that the Project will be developed vertically by multiple entities and the speed of development will vary based on use and strength of the demand for the products.

Project Integration

Integration with the surrounding community is an important objective of this Plan. As mentioned previously, the street network within the site is aimed to tie existing fabric together and break down the barrier that the site currently acts as. Parkway Drive will connect through to Glencoe Street providing strong connectivity across the site. 63rd avenue will connect to Highway 2 and allow users to access the commercial areas of the site.

In order to provide amenity to the surrounding community, all sidewalk areas along the perimeter of the Project will be improved to provide a safer and more convenient connections for the areas that surround the community such as children travelling from Central Elementary School to the Suncor Boys and Girls club along Holly Street.

5.2 Relationship to Commerce City Comprehensive Plan

A general plan for the City, known as the City of Commerce City Comprehensive Plan (C3 Vision), was adopted in 2010. The Authority, with the cooperation of the City, private enterprise and other public bodies, will undertake the Urban Renewal Project described in this Plan in order to eliminate the conditions of blight

identified herein while implementing the goals and objectives of the Comprehensive Plan and any subsequent updates. Specific elements of the Comprehensive Plan which this Plan advances, include the following.

- **Goal ED 2 – Retain and increase a strong employment base:** the City will retain and expand its existing industrial base, and attract and recruit new businesses that contribute positively to City revenues. (C3 Vision, p. 99)
- **ED 2.2 – Educated Workforce:** Retain and continue to develop a highly-educated workforce. Establish partnerships with K-12 and higher educational organizations to develop facilities and programs within the city that could provide industry-specific training for students, residents, and existing businesses. (C3 Vision, p. 99)
- **Infill Investment and Redevelopment:** The C3 Vision recognizes the benefits of infill and redevelopment for the City's sustainable future. Infill and redevelopment are efficient kinds of development, but need to be sensitive to the neighborhood context. This Plan identifies targeted redevelopment locations and includes best practices to guide appropriate infill.
- **Established Neighborhoods:** The C3 Vision identified neighborhoods that could benefit from infrastructure improvements and nearby redevelopment. The redevelopment of this property helps achieve this objective.
- **Redevelopment and Reinvestment goals address:**
 1. Increasing focus on infill and redevelopment; (C3 Vision, p. 122)
 2. Strengthening viability of targeted areas through redevelopment; (C3 Vision, p. 122) and

3. Strengthening existing neighborhoods with renewal efforts.
(C3 Vision, p. 124)

Detailed references to specific objectives, policies and strategies are presented in **Appendix I** of this Plan.

5.3 Relationship to Other Community Plans

Implementation of this Urban Renewal Plan will be consistent with development objectives expressed in all community adopted and accepted plans.

6.0 Authorized Urban Renewal Undertakings and Activities

The Act allows for a wide range of activities to be used in the implementation of an urban renewal plan. This Plan authorizes the authority to undertake any and all activities authorized under the Colorado Urban Renewal Law. Specifically in this case, it is the Authority's intent to provide incentives to stimulate private investment in cooperation with property owners and other affected parties in order to accomplish its objectives. Public-private partnerships and other forms of cooperative development will be key to the Authority's strategy for preventing the spread of blight and eliminating existing blight conditions. While not intended to limit the Project, representative undertakings of the Authority in furtherance of this Plan are described in this Section 6.

6.1 Public Improvements and Facilities

The Authority has already undertaken and may undertake additional actions to make the Area more attractive for private investment. To this end the Authority has already removed hazardous materials and demolished structures previously located on the site. The Authority may, or may cooperate with others to, install, construct, and reconstruct any public improvements for the purpose of promoting the objectives of the Plan and the Act.

Public projects are intended to stimulate (directly and indirectly) investment in and around the Area. It is the intent of this Plan that the combination of public and private investment that may be

necessary to advance the objectives stated herein will assist in the investment and reinvestment of the Area and thereby contribute to the overall economic well-being of the community.

As described in **Section 4.0** of this Plan, 8 qualifying conditions of blight, as defined in Section 31-25-103(2) of the Act, are evident in the Area. This Plan proposes addressing each of these conditions through potential completion of the following public improvements and facilities:

- (a) Slum, deteriorated, or deteriorating structures: demolition and removal of any dilapidated structures within the Area;
- (b) Predominance of defective or inadequate street layout: construction of roadways, sidewalks, curbs and gutters, trail connections, parking facilities and / or gateway improvements;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness: improvements to vehicular and non-vehicular (pedestrian, bicycle and transit) access to and through the Area, connections to adjacent neighborhoods, commercial properties and regional transit centers;
- (d) Unsanitary or unsafe conditions: enhancements to lighting on public rights-of-way; assistance with drainage mitigation measures; and any necessary life safety protection measures;
- (e) Deterioration of site or other improvements: reuse / recycle of parking surface materials; improving the onsite regional drainage area; enhanced landscaping and on-site improvements that provide a public benefit;
- (f) Unusual topography or inadequate public improvements or utilities: completion of on-site and off-site utilities, roadways and trail connections;

- (h) The existence of conditions that endanger life or property by fire or other causes: (see (d) above)
- (k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements: attraction of private, public and not-for-profit developer partners.

6.2 Other Improvements and Facilities

Both public and non-public improvements in the Area may be required to accommodate development and redevelopment and still benefit the public. The Authority may assist in the financing or construction of these improvements to the extent authorized by the Act.

6.3 Development Opportunities—Catalyst Projects

A key concept associated with implementation of the Plan is targeted investment that will serve to catalyze development and fund future public improvements. The aggregate impact of potential investment within the Area is reflected in the Impact Report.

6.4 Development Standards

All development in the Area shall conform to applicable rules, regulations, policies and other requirements and standards of the City and any other governmental entity which has jurisdiction over all or any portion of the Area. In addition, all developers in the Area will be required to comply with the applicable site zoning, which include design standards for buildings, facades, landscaping and any public art elements.

In conformance with the Act and the Plan, the Authority will rely upon the design standards and other requirements applicable to the Project as contained in the zoning for the Area and as enforced by the City staff and City Council.

Design Guidelines for the Area may be approved by the Authority and, if approved, development in the Area shall comply with the Design Guidelines. Any public art installed as a part of the Project will comply with the then applicable City Public Art Master Plan, if any.

6.5 Variations in the Plan

The Authority may propose, and the City Council may make, such modifications to this Plan as may be necessary provided they are consistent with the Comprehensive Plan and any subsequent updates, as well as the Act.

The Authority may, in specific cases, allow non-substantive variations from the provisions of this Plan if it determines that a literal enforcement of the provision would constitute an unreasonable limitation beyond the intent and purpose stated herein. Any such allowance will be in conformance with the Colorado Urban Renewal Law.

6.6 Urban Renewal Plan Review Process

The review process for the Plan is intended to provide a mechanism to allow those parties responsible for implementing the Project to periodically evaluate its effectiveness and make adjustments to ensure efficiency in implementing the recommended activities.

The following steps are intended to serve as a guide for future Plan review:

- (a) The Authority may propose modifications, and the City Council may make such modifications as may be necessary provided they are consistent with the Comprehensive Plan and any subsequent updates, as well as the Act.
- (b) Modifications may be developed from suggestions by the Authority, property and business owners, and City staff operating in support of the Authority and advancement of this Plan.

- (c) A series of joint workshops may be held by and between the Authority and property and business owners to direct and review Plan modifications.

6.7 Project Financing and Creation of Tax Increment Areas

While development within the Area is planned to be primarily privately financed, it is the intent of the City Council in approving this Plan to authorize the use of tax increment financing by the Authority to assist with the development of the Project. Pursuant to the provisions of C.R.S. 31-25-107(9) of the Act, in approving this Plan, the City Council hereby creates the Phase 1 Tax Increment Area within the Area, as depicted and legally described in **Appendix III**. Additionally, pursuant to the provisions of C.R.S. 31-25-107(9) of the Act, in approving this Plan, the City Council specifically authorizes the use of municipal excise tax revenues (including sales and lodgers tax revenues) attributable to the Phase 1 Tax Increment Area.

Urban renewal authorities in Colorado are authorized by the Act (C.R.S 31-25-105) to borrow money and accept advances, loans, grants and contributions from public or private sources, and to issue bonds to finance their activities or operations. In practice, an accepted method for financing urban renewal projects is to utilize incremental property tax and / or municipal sales tax revenues attributable to redevelopment in the Area to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by the Authority. The Authority is specifically authorized to expend Property Tax Increment Revenue, Sales Tax Increment Revenue and Lodgers Tax Increment Revenue (each as defined herein), to the extent authorized by the Act and this Plan.

This Plan anticipates the City Council taking future action to amend this Plan to include additional phases of Tax Increment Areas and to specifically authorize the use of tax increment financing to assist with the development of the Project within the applicable phase of Tax Increment Area. Each such amendment shall depict and legally describe the applicable Tax Increment Area phase. The

City Council acknowledges that such a future amendment is a substantial modification to the Plan under C.R.S. § 31-25-107(7) of the Act, and requires public notice, public hearing and action by the City Council. However, as required by C.R.S. § 31-25-107(9.5)(a) of the Act, the Authority has previously negotiated waivers or intergovernmental agreements with all taxing bodies levying a mill levy within the boundaries of the Area other than the City, regarding the sharing of incremental property tax revenue. In these waivers or intergovernmental agreements, said taxing bodies have expressly waived any requirement for the Authority to meet and negotiate (or renegotiate) an agreement governing the sharing of incremental property tax revenue pursuant to the Act upon City Council amending the Plan to add future phases of Tax Increment Areas to the Plan. The City shall provide each of the taxing bodies with courtesy thirty (30) day written notice of the public hearing on the amendment of the Plan.

The boundaries of the Urban Renewal Area shall be as set forth in **Appendix II**.

The boundaries of the Phase 1 Tax Increment Area shall be as set forth in **Appendix III**.

6.8 Property Acquisition and Land Assemblage

The Authority may acquire property by negotiation or any other method authorized by the Act as approved by the Authority Board. The Authority may temporarily operate, manage and maintain property acquired in the Area which is owned by entities other than the Authority if deemed in the best interest of the Project and the Plan. Such property shall be under the management and control of the Authority and may be rented or leased pending its disposition for redevelopment.

6.9 Relocation Assistance

It is not anticipated that acquisition of real property by the Authority will result in the relocation of any individuals, families, or business concerns. However, if such relocation becomes

necessary, the Authority will adopt a relocation plan in conformance with the Act.

6.10 Demolition, Clearance, Environmental Remediation, and Site Prep

In carrying out this Plan, it is anticipated that the Authority may, on a case-by-case basis, elect to demolish or to cooperate with others to clear buildings, structures and other improvements. Additionally, development activities consistent with this Plan, including but not limited to Development or Cooperation Agreements, may require such demolition and clearance to eliminate unhealthy, unsanitary, and unsafe conditions, eliminate obsolete and other uses detrimental to the public welfare, and otherwise remove and prevent the spread of deterioration.

With respect to property acquired by the Authority, it may demolish and clear, or contract to demolish and clear, those buildings, structures and other improvements pursuant to this Plan, if in the judgment of the Authority, such buildings, structures and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may also undertake such additional site preparation activities as it deems necessary to facilitate the disposition and development of such property.

6.11 Property Disposition

In accordance with the Act, the Authority may sell, lease, or otherwise transfer real property or any interest in real property subject to covenants, conditions and restrictions, including architectural and design controls, time restrictions on development, and building requirements, as it deems necessary to develop such property. All property and interest in real estate acquired by the Authority in the Area that is not dedicated or transferred to public entities, shall be sold or otherwise disposed of for redevelopment in accordance with the provision of this Plan and the Act.

6.12 Redevelopment and Rehabilitation Actions

Development and redevelopment actions within the Area may include such undertakings and activities as are in accordance with this Plan and the Act, including without limitation: demolition and removal of buildings and improvements; installation, construction and reconstruction of public improvements; elimination of unhealthful, unsanitary or unsafe conditions; elimination of obsolete or other uses detrimental to the public welfare; prevention of the spread of deterioration; and, provision of land for needed public facilities and not-for-profit users. The Authority may enter into Cooperation Agreements and Redevelopment /Development Agreements to provide assistance or undertake all other actions authorized by the Act or other applicable law to develop and redevelop the Area.

6.13 Redevelopment / Development Agreements

The Authority is authorized to enter into Redevelopment / Development Agreements or other contracts with developer(s) or property owners or such other individuals or entities as are determined by the Authority to be necessary or desirable to carry out the purposes of this Plan. Such Redevelopment / Development Agreements, or other contracts, may contain such terms and provisions as shall be deemed necessary or appropriate by the Authority for the purpose of undertaking the activities contemplated by this Plan and the Act, and may further provide for such undertakings by the Authority, including financial assistance, as may be necessary for the achievement of the objectives of this Plan or as may otherwise be authorized by the Act.

Agreements between the Authority and/or the City and private parties that are consistent with this Plan are intended to remain in full force and effect, unless all parties to such agreements agree otherwise.

6.14 Cooperation Agreements

For the purpose of this Plan, the Authority may enter into one or more Cooperation Agreements pursuant to the Act. The City and

the Authority recognize the need to cooperate in the implementation of this Plan and, as such, Cooperation Agreements may include, without limitation, agreements regarding the planning or implementation of this Plan and its Project, as well as programs, public works operations, or activities which the Authority, the City or such other public body is otherwise empowered to undertake and including without limitation, agreements respecting the financing, installation, construction and reconstruction of public improvements, utility line relocation, storm water detention, environmental remediation, landscaping and/or other eligible improvements. The Authority is authorized to cooperate/coordinate with other governmental entities – including metropolitan districts, business improvement districts, or other such entities which may exist now or be formed in the future within the urban renewal plan area – to accomplish the goals of the urban renewal plan. This paragraph shall not be construed to require any particular form of cooperation.

7.0 Project Financing

7.1 Public Investment Objective

It is the intent of the Plan that the public sector plays a significant role in urban renewal efforts as a strategic partner. However, experience has proven that a critical component to the success of any urban renewal strategy is participation by both the public and private sectors. Leveraging of resources will be key as no one entity, either public or private, has sufficient resources alone to sustain a long-term improvement effort. Typical public infrastructure investments may include, but are not limited to: unifying streetscape elements; improving access and circulation; pedestrian improvements including sidewalks, lighting, trails and trail connections, environmental remediation; completing streets and utilities; providing for infrastructure improvements; and, leveraging various financing mechanisms. The Authority may also provide financial assistance for select private expenditures considered eligible under the Act.

7.2 Authorization

The Authority may finance undertakings pursuant to this Plan by any method authorized under the Act or any other applicable law, including without limitation: issuance of notes, bonds and other obligations as defined in the Act in an amount sufficient to finance all or part of this Plan; borrowing of funds and creation of indebtedness; reimbursement agreements; and / or utilization of the following: federal or state loans or grants; interest income; annual appropriation agreements; agreements with public or private entities; and, loans, advances and grants from any other available sources. The principal, interest, costs and fees on any indebtedness are to be paid for with any lawfully available funds of the Authority.

Authority debt may include bonds, refunding bonds, notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, or any other obligation lawfully created.

7.3 Tax Increment Financing

Activities may be financed by the Authority under the tax increment financing provisions of the Act. Such tax incremental revenues may be collected for a period not to exceed the statutory requirement, which is presently 25 years after the effective date of adoption of this Plan containing the authorizing tax increment financing provision for the Phase I Tax Increment Area and, for any future amendments to the Plan authorizing one or more additional phases of Tax Increment Areas, 25 years after the effective date of adoption of the applicable future amendment to this Plan containing the new authorizing tax increment financing provision for the future phase of Tax Increment Area.

7.3.1 Special Fund

The Authority shall establish a tax increment revenue account for the deposit of all funds generated pursuant to the division of ad valorem property and sales and lodgers tax revenue described in this section.

7.3.2 Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in the Phase 1 Tax Increment Area last certified prior to the effective date of approval of this Plan containing the authorizing tax increment financing provision for the Phase 1 Tax Increment Area, plus all municipal sales and lodgers taxes in the Phase 1 Tax Increment Area in the 12-month period ending on the last day of the month prior to the effective date of adoption of this Plan, as paid into the funds of each such public body as are all other taxes collected by or for said public body.

If this Plan is amended to add and authorize via a new tax increment financing provision one or more future phases of Tax Increment Areas, the base amount will be defined in said amendment.

7.3.3 Increment Amount

That portion of said property taxes in excess of such base amount in the Phase 1 Tax Increment Area, except for that portion of property taxes which are collected on behalf of "Fire District 4 South Adams" is defined for purposes of this Agreement as the "**Property Tax Increment Revenue**". That portion of municipal sales taxes, currently set at three and one half percent, as may be changed by the City from time to time, in excess of such base amount, is defined for purposes of this Agreement as the "**Sales Tax Increment Revenue**". That portion of municipal lodgers' taxes, currently set at 4% percent, as may be changed by the City from time to time, in excess of such base amount, is defined for purposes of this Agreement as the "**Lodgers' Tax Increment Revenue**". The Property Tax Increment Revenue, Sales Tax Increment Revenue, and the Lodgers' Tax Increment Revenue for the Phase 1 Tax Increment Area collected by Adams County and the City, shall be allocated to and, when collected paid into the Authority's tax increment revenue fund to pay the principal of, the interest on, and any other premiums due in connection with the bonds of, loans or advances to or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Authority for financing or refinancing, in

whole or in part, the Urban Renewal Project, or to make payments authorized by the Act. Unless and until the total valuation for assessment of the taxable property in the Phase 1 Tax Increment Area exceeds the base valuation for assessment of the taxable property in the Phase 1 Tax Increment Area, all of the taxes levied upon taxable property in the Phase 1 Tax Increment Area shall be paid into the funds of the respective public bodies. When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Phase 1 Tax Increment Area shall be paid into the funds of the respective public bodies.

The increment portion of the taxes, as described in this subsection 7.3.3, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority or by a third party contracted to act on behalf of the Authority to finance the Urban Renewal Project (as defined in the Act); excepting therefrom, however, any offsets collected by the County Treasurer for return of overpayments or any reserve funds reserved by the Authority for such purposes in accordance with Section 31-25-107(9)(a)(III) and (b), C.R.S. The Authority shall set aside and reserve a reasonable amount as determined by the Authority of all incremental taxes paid to the Authority for payment of expenses associated with administering the Plan.

If this Plan is amended to add and authorize via a new tax increment financing provision one or more future phases of Tax Increment Areas, the base amount will be defined in said amendment.

If there is any conflict between the Act and this Plan, the provisions of the Act shall control, and the language in the Plan will be automatically deemed to conform to the Act.

7.4 Other Financing Mechanisms / Structures

The Plan is designed to provide for the use of tax increment financing as one tool to facilitate investment and reinvestment within the Area. However, in addition to tax increment financing, the Authority shall be authorized to finance implementation of the Plan by any method authorized by the Act. The Authority is committed to making a variety of strategies and mechanisms available which are financial, physical, market and organizational in nature. It is the intent of this Plan to use the tools either independently or in various combinations. Given the obstacles associated with redevelopment, the Authority recognizes that it is imperative that solutions and resources be put in place which are comprehensive, flexible and creative.

8.0 Severability

If any portion of this Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the Plan.

Mile High Greyhound Park

Urban Renewal Plan
City of Commerce City, Colorado

Appendix I:

Excerpts from City of Commerce City Comprehensive Plan (C3 Vision) 2010

Appendix I: Excerpts from City of Commerce City Comprehensive Plan (C3 Vision) 2010

Chapter 4: Land Use and Growth

Goal LU 2—Phase growth in an orderly, compact manner

The city will phase future growth in tiers so it is contiguous with existing urban areas or infill locations that can be efficiently served; avoids leapfrog development; and is generally beneficial to the city overall.

LU 2.1—Infill Development Promoted

Promote infill development and redevelopment to use utilities and services efficiency, to support multi-modal transportation, to revitalize neighborhoods, and to maintain prosperous businesses. Infill means development on vacant unplatted parcels scattered throughout the city, or in county enclave areas.

LU 2.3—Development Paced with Utilities

Within Tier 1 and Tier 2, ensure that the timing and rate of new development occurs in locations that are efficient for providing services and are coordinated with utilities. Development will not outpace the city or other districts' ability to provide services.

Goal LU 3—Strengthen city neighborhoods as attractive, livable places

Commerce City's neighborhoods will continue to be its residential building blocks where people are proud to live. The city will ensure that all neighborhoods are attractive, livable places, with a mix of housing types and convenient services and transportation. The city will provide assistance to existing neighborhoods for revitalization, improvements, and to reduce industrial conflicts.

LU 3.3—Compatible Uses in all Neighborhoods

Protect neighborhoods from incompatible development. Infill development must consider and be sensitive to the character of stable neighborhoods.

Developments should be planned so that building scale, placement, size, height transitions, mature landscaping, and other design measures ensure compatibility. For established neighborhoods in the Historic City and Irondale, continue programs to reduce conflicts with industrial neighbors.

LU 3.5—Historic City Neighborhoods Preserved/Revitalized

Identify neighborhoods in need of preservation, revitalization, and/or buffering from industrial activities. Particular residential areas that should be strengthened through code enforcement, infill, and redevelopment are:

- Adams Heights
- Fairfax/North Monaco
- Southern Core/Rose Hill, and
- Northern Core/Derby/Tichy

Goal LU 5—Establish mixed-use centers as a primary location for jobs, retail, civic activity, and high-density housing

Commerce City will have a hierarchy of mixed-use centers for jobs, retail, and civic activities that serve the community and region, and that will be pedestrian-friendly and linked to transit, as well as being convenient for vehicles. The Future Land Use Plan designates a variety of commercial and activity centers. In addition, neighborhood or embedded commercial may occur in specific neighborhoods, if they fit criteria in the Future Land Use Plan.

Chapter 5: Economic Development

Goal ED 2—Retain and increase a strong employment base

The city will retain and expand its existing industrial base, and attract and recruit new businesses that contribute positively to city revenues.

ED 2.2—Educated Workforce

Retain and continue to develop a highly-educated workforce. Establish partnerships with K-12 and higher educational organizations to develop facilities and programs within the city that could provide industry-specific training for students, residents, and existing businesses.

Goal ED 3—Recruit new employment and commercial development

Attract and promote new commercial and employment uses to the Historic City that will provide jobs and services for residents and revenues for city operations. The city will reserve undeveloped lands for future commercial and employment activities, as designated on the Future Land Use Plan.

Economic Development Strategies

Goal ED 2 Retain and increase strong employment base

ED 2b Educational Partnerships and Workforce Training

Expand existing programs and implement workforce training.

Chapter 6: Fiscal Stability

Goal FS 1—Efficiently invest in infrastructure and services over the long-term

FS 1.3—Effective Finance Tools

Periodically review development finance tools and practices (i.e., impact fees, exactions, tax increment financing, and other development cost-recovery means) and update them as necessary to ensure that development continues to pay its own way. Fees should be tied to the cost of providing services and efficiency of the development.

FS 1.4—Leverage State and Federal Grants

Increasingly, federal dollars are being tied not only to sustainability, but to integrated sustainability approaches. Local governments that do multi-sectoral planning will likely be better positioned to attract funds. Commerce City should position itself for grant awards to leverage its ability to accomplish a spectrum of goals.

FS 1.5—Prioritized Services and Capital improvements

Focus resources where concentrations of people are (i.e., where the greatest need and public support exists). Determine if satellite operations are necessary

for some services, such as police, to make service provision as efficient and effective as possible.

Goal FS 3—Consider fiscal costs and benefits of development

The city will evaluate fiscal sustainability of new developments to ensure that all new development will have either neutral or beneficial impacts.

Fiscal Stability Strategies

FS 1a Infill Development Incentives (Land Development Code)

Provide incentives for infill development, which is the most efficient type of development. Incentives might include rebates, reduced fees, expedited review times, or contemporary standards (e.g., for parking).

FS 2c Criteria/Incentives

Develop criteria for new business incentives (i.e., to achieve the kinds of businesses desired), as defined through the Economic Development Strategic Plan.

Chapter 7: Housing and Neighborhoods

Goal HN 1—Reinvest in and rehabilitate aging housing stock

HN 1.2—Neighborhood Infrastructure Investment

To support private investment in housing and neighborhoods, the city will focus on reducing blight factors in neighborhoods (such as deteriorating infrastructure), preserving and building upon the character of tree-lined streets, and identifying priority reinvestment areas. As funds are available, the city will invest in infrastructure, spurring private investment in housing stock and neighborhoods. In addition, the city can provide incentives for, and provide standards to ensure appropriate types of infill through its development code.

Goal HN 2—Increase housing types to meet current and future needs

Commerce City will expand the variety of housing types throughout quality neighborhoods for life-long living. Housing should accommodate students,

families, singles, aging seniors, and people with disabilities, all at multiple-income levels.

HN 2.1—Variety of Housing Types and Mixed-Uses within Neighborhoods

Encourage new neighborhoods that contain a mix of housing types, ranging from single-family detached, attached, townhomes, apartments, lofts, and housing for special needs (e.g., seniors). Site plans should include a mix of lot sizes, development densities, as well as housing types and styles, with high-density and multi-family housing near collector and arterial streets, transit, and services.

HN 2.3—Housing with Transportation Options

New housing should offer residents a variety of transportation options that are energy-efficient and affordable, including transit. It should also be located near jobs and services. Neighborhoods should be walkable to support a healthier lifestyle.

Goal HN 3—Increase the range of housing prices

Commerce City will continue to focus on expanding housing price ranges, so that people of all incomes are able to live in the community.

HN 3.1—Neighborhoods for Mixed Incomes

New neighborhoods should contain a range of housing priced at different points for mixed incomes, including high-end homes, to achieve overall diversity.

HN 3.3—Affordable Housing Options Maintained

Continue to support existing affordable housing options, partnerships, and programs to address the continued maintenance of the city's affordable stock, including existing maintained mobile home parks in the Historic City; multi-family housing; and affordable, small, single family homes. Future affordable housing will be located throughout the community near jobs and services, so that pockets of low-income housing do not occur.

Goal HN 4—Ensure neighborhood accessibility to all modes of travel

Commerce City will encourage development of convenient access to transit routes, sidewalks, trails and bicycle facilities from neighborhoods and employment centers.

Chapter 8: Redevelopment and Reinvestment

Redevelopment and Reinvestment goals address:

1. Increasing focus on infill and redevelopment;
2. Strengthening viability of targeted areas through redevelopment; and
3. Strengthening existing neighborhoods with renewal efforts.

Goal RR 1 Increase Infill Development

RR 1a Infill Incentives and Standards

Examine policy that would provide incentives for beneficial city infill projects, because they are typically more expensive than greenfield projects. (See Fiscal Stability strategies and RR 3b, below.)

Goal RR 2—Focus on redevelopment to strengthen viability and mixed-use in targeted areas

RR 2.4—Wembley Site and East 64th Avenue

Establish Wembley as a future redevelopment site. Future development should include a mix of commercial and residential uses that are well-integrated and that mesh with the areas surrounding the site. A sub-area plan may be necessary to explore feasibility of future activities (e.g., senior housing, commercial uses), as well as partners and funding strategies for the area.

Goal RR 2 Targeted Redevelopment to Strengthen Viability, Mixed-Use

RR 2a Urban Renewal Area (URA) Tools

Expand application of Urban Renewal Areas (URAs) to achieve redevelopment goals, including existing URAs (Prairie Gateway, Derby, and US 85), and potential new URAs (e.g., FasTracks area). Explore creative funding applications for

redevelopment, such as Tax Increment Financing, expanding on funding tools permitted through URAs. Consider establishing a separate URA board to oversee/develop additional policies, guidelines, and plans for each area.

RR 2f Monitor Redevelopment Sites

Monitor economic strength of redevelopment sites. Develop plans for public improvements needed to support each area. Prioritize investment (streets, sidewalks, lighting, signage, and infrastructure) for priority redevelopment sites.

Goal RR 3 Strengthen Existing Neighborhoods

RR 3a Funding and Grants for Redevelopment/Brownfields

Explore grants, low-interest loans, and redevelopment corporations to address redevelopment goals and to reduce industrial/residential conflicts.

Chapter 9: Transportation

Goal T 1—Improve the balanced, comprehensive transportation system to maximize mobility

T 1.2—Coordinated Land Use/Transportation Planning

Future land use patterns will consist of a balance mix of uses with higher density in centers and along corridors, which also will increase potential for transit use, bicycling, and walkability. Such a pattern will lower vehicle miles traveled, reduce congestion on the road network, and lower greenhouse gas emissions.

T 1.3—Interconnected Transportation Modes

Streets, pedestrian paths, and bike paths will contribute to a system of connected routes between origins and destinations that facilitate transfer from one transportation mode to another (e.g., park-n-Ride, and bicycle facilities near transit).

Goal T 2—Connect origins/destinations, relieve traffic congestion, and improve safety on streets

Additional streets, sidewalks, and trails to serve as an effective grid network will connect origins and destinations in all directions, provide safe and accessible access for multiple modes, clearly identify truck routes, and focus on reducing traffic congestion.

Goal T 4—Improve transit service

Commerce City will work with partners to develop a long-term transit strategy to address the future FasTracks rail, identify better transit service and park-n-Ride locations, and ensure that future development is coordinated with transit.

Chapter 12: Public Facilities and Infrastructure

Public Facilities and Infrastructure goals address:

1. Utilities and growth coordination;
2. Life-long learning and education; and
3. Access to local government.

Goal PF 1—Coordinate utilities and infrastructure with future growth

The city will coordinate with developers, providers of infrastructure and services, and districts to deliver and maintain water, sewer, stormwater, energy, refuse collection and recycling, schools, streets, and technology services in an efficient manner that balances the pace of growth with the ability to provide quality services and improvements.

Goal PF 2—Increase educational options for lifelong learning

The city will work with regional partners (e.g., school districts, the business community, and other organizations) to identify and provide resources for education, to assist lower-income households to increase educational levels, and to provide life-long learning prospects for all residents.

PF 2.1—Coordinated K-12 Schools and Growth

Coordinate and plan with Adams County School District 14 and School District 27J for location of new schools, or expansion of existing facilities. Coordinate their timing within future

PF 2.2—Life-long Learning

Support existing and new school growth and campus development to encourage life-long learning opportunities (including colleges and universities, community colleges, trade and vocational schools, joint programs with high schools, Internet-based accredited programs, training and retraining programs, and other related facilities and programs).

Public Facilities and Infrastructure Strategies

Goal PF 1 Coordinated utilities and infrastructure/future growth

PF 1a Annual Capital Improvements Plan (CIP)

Annually update the Capital Improvements Plan, considering priorities set forth in this plan and the annual Action Plan. Coordinate with South Adams County Water and Sanitation District's CIP.

PF 1d Coordinate with Other Districts

Coordinate with other districts to ensure that adequate schools, power, and other infrastructure can be provided at the time of new development.

PF 1g Public/Private Partnerships

Develop public/private partnerships to address facilities and services.

Goal PF 2 Increased educational options

PF 2a School District Coordination

Continue to coordinate with school districts to plan for future facilities to serve growth, location within neighborhoods, and co-location with parks.

Chapter 13: Appearance and Design

Goal AD 1—Improve the image of gateways and corridors

The city will continually improve the appearance of gateways and corridors, and improve way-finding into and throughout the community as funding permits.

AD 1.1—Gateways

Gateways should provide a sense of arrival when coming into Commerce City and offer a consistent thematic image for the city. Enhance landscaping and signage at key gateways, as identified through Entryway Sign Plans (approved by the city).

AD 1.2—Corridor Enhancement Plans

Develop plans to address cost-effective streetscaping enhancements (including tree-planting and xeriscape), support clean-up and adopt-a-highway programs in public right-of-way, and encourage beautification outside of the right-of-way. The community has identified the following priority corridors, which would require joint efforts with the Colorado Department of Transportation (CDOT):

- Highway 2,
- US-85,
- I-270, and
- I-76.

Develop design elements that will allow a consistent theme for signage, landscaping, lighting, and streetscape within the total community.

Goal AD 3—Improve development quality for neighborhoods, commercial centers, and industrial uses

AD 3.2—Innovative Design

Encourage flexibility and innovation in design, through the use of contemporary zone districts and mixed-use. Encourage cutting-edge and alternative designs that emphasize energy efficiencies and sustainability trends in architecture and design.

Goal AD 5—Increase public gathering spaces

AD 5.1—People-Friendly Gathering Places

Encourage design of outdoor spaces in commercial, mixed-use, and civic areas to encourage people-gathering and interaction to build a stronger community; instill civic pride and provide a sense of place for residents, workers, and visitors to the city.

Appearance and Design Strategies

Goal AD 1 Image of gateways and corridors improved

AD 1a Prioritize Gateways and Corridors

Identify gateway and corridor areas to prioritize for Historic City and Northern Range enhancements.

AD 1b Overlay Districts – Gateways and Corridors

Develop overlay districts for gateways and corridors (e.g., E-470, Highway 2) to address corridor improvements and future development.

Goal AD 2 Appearance of established neighborhoods and districts

AD 2b Consolidate Properties

Acquire and consolidate properties in redevelopment areas.

Appendix II:

Urban Renewal Area Legal Description

LEGAL DESCRIPTION

A PORTION OF, RESUBDIVISION OF TOWN AND COUNTRY SUBDIVISION ADAMS COUNTY FILE 9 MAP 43 RECEPTION NO. 342483 RECORDED MARCH 30, 1949. LOCATED IN THE NORTHEAST 1/4 OF SECTION 7 TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

A PORTION OF PARCEL D, EXCLUDING BOYS AND GIRLS CLUBS OF METRO DENVER SUBDIVISION FILING NO. 1 REPLAT RECEPTION NO. 2016000008888 AND RIGHT OF WAY BOOK 3953 PAGE 404-405.

TOWN AND COUNTRY SUBDIVISION RESUBD TRACT D, DESCRIBED AS THE NORTH 825 FEET OF EAST 121 FT OF BLOCK D
TOWN AND COUNTRY SUBDIVISION RESUBDIVISION BLOCK: 1, LOTS 14 EXCLUDING RIGHT OF WAY RECEPTION NO 2011000050034 AND 15 THRU 24. TOGETHER WITH THE DAHLIA STREET PLATED AS EUDORA STREET RIGHT OF WAY ADJACENT TO BLOCK 1 ON THE WEST
CONTAINING 2836218.28 SQUARE FEET OR 65.111 ACRES MORE OR LESS.

Mile High Greyhound Park

Urban Renewal Plan

City of Commerce City, Colorado

Appendix III:

Phase 1 Tax Increment Area Depiction and Legal Description

Appendix IV:

Mile High Greyhound Park Current Conditions Survey



LEGAL DESCRIPTION

A PORTION OF, RESUBDIVISION OF TOWN AND COUNTRY SUBDIVISION ADAMS COUNTY FILE 9 MAP 43 RECEPTION NO. 342483 RECORDED MARCH 30, 1949. LOCATED IN THE NORTHEAST 1/4 OF SECTION 7 TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

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CONTAINING 2836218.28 SQUARE FEET OR 65.111 ACRES MORE OR LESS.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 11/14/17
SUBJECT: 2018 IGA with Thornton for the use of FLATROCK
FROM: Marc Osborne
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the 2018 agreement with the City of Thornton for the use of FLATROCK.

BACKGROUND:

The attached IGA with the City of Thornton provides the framework for Thornton to utilize FLATROCK for training starting in 2018.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolution, IGA

FISCAL IMPACT:

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

Fund: 50 – FLATROCK Facility Fund
Cost Center: 2092

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

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

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

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

Additional Note:

The IGA itself does not have a fiscal impact, but there will be revenue generated from Thornton using FLATROCK throughout 2018 on a pay-as-you-go basis.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR USE OF THE FLATROCK TRAINING CENTER BETWEEN THE BOARD OF COUNTY COMMISSIONERS, THE ADAMS COUNTY SHERIFF'S OFFICE, AND THE CITY OF THORNTON

WHEREAS, Adams County and the Adams County Sheriff's Office operate and maintain the FLATROCK Regional Training Center, located at 23600 E. 128th Ave, Commerce City, CO 80022; and,

WHEREAS, the FLATROCK Regional Training Center includes a firearms training facility, highway driving course, paved skills pad, force option simulator, defensive tactics building, and general classrooms for varying law enforcement educational activities; and,

WHEREAS, the Adams County Sheriff's Office has determined that it would be in the public interest to enter into an intergovernmental agreement with the City of Thornton that allows the City of Thornton to use the FLATROCK Regional Training Center under the terms and conditions that are outlined in the intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement for the use of the FLATROCK training center between the Board of County Commissioners, the Adams County Sheriff's Office, and the City of Thornton, a copy of which is attached hereto and incorporated herein by this reference, is approved.

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

**FLATROCK TRAINING CENTER
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS,
THE ADAMS COUNTY SHERIFF'S OFFICE,
AND
THE CITY OF THORNTON**

THIS AGREEMENT, dated this ___ day of _____, 2017, by and between the Board of County Commissioners, Adams County Colorado, located at 4430 S. Adams County Parkway, Suite C5000A, Brighton, CO 80601, (hereinafter referred to as "County"), the Adams County Sheriff's Office, located at 332 N 19th Ave, Brighton, Colorado 80601 (hereinafter referred to as "Sheriff's Office"), and the City of Thornton, Colorado (hereinafter referred to as "Thornton"), 9500 Civic Center Dr., Thornton, Colorado 80229, enter into the Training Center Intergovernmental Agreement (hereinafter referred to as "Agreement"). The parties enter into this Agreement to better serve the public.

WHEREAS, Adams County and the Adams County Sheriff's Office plan to operate and maintain the FLATROCK Regional Training Center at Adams County (hereinafter referred to as the "Training Center") located at 23600 E. 128th Ave, Commerce City, CO 80022.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree to be legally bound as follows:

1. **Description** - The FLATROCK training venues include a firearms training facility, highway driving course, paved skills pad, force option simulator, defensive tactics building, general classrooms for varying educational activities and any future training venues that become available.
2. **Ownership, Operation, and Maintenance** - Adams County is the sole owner of the FLATROCK Training Center and of all the fixed facilities and equipment. The Adams County Sheriff's Office shall manage, operate, and maintain the FLATROCK Training Center.
3. **Responsibilities:**
 - a) Thornton will have full and exclusive access to its leased areas within the Training Center during its contracted times. Some co-use of the Training Center may take place outside of the leased area. For example, if one contracted agency has leased the range and another contracted agency has leased the highway driving course.
 - b) Thornton will be allowed to store vehicles used during Emergency Vehicle Operation Course (EVOC) training at the Training Center. The location of the storage will be

determined by the Sheriff's Office. It is understood Thornton will only store the vehicles through the completion of each scheduled EVOC training cycle.

- c) Time will be leased in a minimum of four (4) hour increments. Any partial hours used will be rounded to the next full hour for purposes of billing.
- d) Thornton will be awarded a bid position based on a mutually agreed upon time with the Sheriff's Office.
- e) The bid will generally be held in June of the preceding year to accommodate yearly shift rotations. Following the bids for scheduled times, Thornton will be allowed to schedule additional time for any open dates on a first come first serve basis.
- f) The Sheriff's Office will accept cancellations for a use date with thirty (30) days' advance notice without charging Thornton a fee. If less than thirty (30) days' advance notice is given, this time will be advertised with other users. If this time can be leased by another agency, Thornton will not be charged the fees for the respective date; otherwise Thornton will remain responsible to pay for the assigned date.
- g) Thornton shall send a representative to scheduled law enforcement user group meetings as determined by the Adams County Sheriff's Office to review terms and use of the Training Center.
- h) Thornton will comply with the rules and regulations for the Training Center as determined by the Sheriff's Office.
- i) Thornton is solely responsible for providing insurance including liability, casualty, and workers' compensation. Thornton shall provide during the time of this Agreement a general liability policy with limits no less than \$1,000,000 per occurrence and a workers' compensation insurance policy covering all employees and complying with state law. Before the effective date of this Agreement, Thornton shall present to the Adams County Government Risk Manager a certificate showing it has in effect the required policies. The certificate shall require thirty (30) days' notice before termination, cancellation, or modification of any insurance policy. Any variance to these insurance provisions must be approved in writing by the Adams County Government Risk Manager and will become incorporated as an addendum to this Agreement.

Thornton shall not cancel, materially change, or fail to renew insurance coverages. Thornton shall notify the County Risk Manager, of any material reduction or exhaustion of aggregate limits. Failure to maintain insurance or procure replacement insurance is grounds for termination of this Agreement.

Nothing contained in these insurance requirements is to be construed as limiting the extent of Thornton's responsibility for payment of damages resulting from Thornton's operation under this Agreement.

As evidence of the insurance coverages required by this Agreement, prior to the effective date of this Agreement, Thornton shall furnish a certificate of insurance to:

Adams County Government
Attention: Ron Jensen, Risk/Safety Coordinator
4430 S. Adams County Pkwy
Brighton CO, 80601.

The liability certificate will name Adams County, its officers, agents, and employees as Additional Insureds and must require thirty (30) days' notice to the Additional Insureds before non-renewal or cancellation. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Colorado. If Thornton is self-insured under the laws of the State of Colorado, Thornton shall provide appropriate declarations of coverage.

- j) Thornton shall be responsible for any damage to the Training Center caused by Thornton, its officers, agents, or employees except for that caused by routine use. By agreeing to this provision, Thornton does not waive nor intends to waive the limitations on liability which are provided to each party under the Colorado Governmental Immunity Act § 24-10-101, C.R.S.
- k) Thornton shall report any damage immediately to the Training Center commander.

4. COST and FEES:

- a) Thornton may purchase secure storage space on-site for supplies and equipment (targets, cleaning supplies, props, etc.). This storage space design, size and location will be determined by the Sheriff's Office. The storage space will remain the property of Thornton.
- b) The Firing Range cost is \$200.00 per four (4) hour unit.
- c) The Highway Driving Course cost is \$200.00 per four (4) hour unit.
- d) The Skills Pad cost is \$200.00 per four (4) hour unit.
- e) The Defensive Tactics Building cost is \$200.00 per four (4) hour unit.
- f) The Force Option Simulator cost is \$100.00 per four (4) hour unit.
- g) The Training Classroom cost is \$100.00 per four (4) hour unit.
- h) The Sheriff's Office reserves the right to increase fees as it deems appropriate. These fees may be adjusted to include inflation and increased costs associated with personnel costs. Any increases will not incur during the current year of the contract.

5. PERIOD OF PERFORMANCE:

- a) This Agreement is effective from January 1, 2018 through December 31, 2018, and will automatically renew each year for up to an additional four one-year terms. Either party may provide the other written notice of termination no later than thirty (30) days prior to

the end of the Agreement expiration date to elect not to renew. The Sheriff's Office may terminate this Agreement for convenience at any time, with or without cause, upon providing Thornton thirty (30) days' written notice.

- b) Each party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this Agreement, and further, each party, to the extent authorized by law, agrees to hold harmless the other for such actions or omissions of its own employees and/or agents. It is agreed that such liability for actions and omissions of agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, neither party waives nor intends to waive, as to any person not a party to this Agreement the limitations on liability which are provided to each party under the Colorado Governmental Immunity Act § 24-10-101, C.R.S.
- c) Nothing herein shall constitute a multiple fiscal year obligation of either party pursuant to Article X, Section 20, of the Colorado Constitution (TABOR). Each party's financial obligations under this Agreement are contingent upon its legislative body's annual appropriation funds to discharge the obligations set forth in this Agreement.
- d) None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Sheriff's Office or Thornton receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- e) Any notice to the Parties required under this Agreement shall be in writing, delivered to the person designated below for the Parties at the indicated address, unless otherwise designated in writing. Such notice may be delivered only by United States mail or hand delivery.
- f) This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. No representations or warranties are made by either party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.
- g) This Agreement shall be governed by the laws of the State of Colorado. Venue for litigation will be in the Adams County District Court.

6. BILLING PROCEDURES:

Thornton will be billed monthly for time leased, payment of which is due in full within thirty (30) days of receipt. Any payment not paid when due will be a default of this Agreement. If the Sheriff's Office starts collection procedures or incurs any costs in collecting a payment, Thornton agrees to pay all of the Sheriff's Office's expenses therewith, including reasonable attorneys' fees.

7. MODIFICATION:

This Agreement may be modified only upon written agreement of both parties.

8. TERMINATION:

In addition to any other grounds for termination provided in this Agreement, this agreement may be terminated by either party upon a thirty (30) day written notice to other party.

9. ACCEPTANCE:

WHEREFORE, the Parties hereto hereby execute this Agreement to be effective upon final approval by the Thornton City Council, this _____ day of _____, 2017

CITY OF THORNTON

Kevin S. Woods, City Manager

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO CONTENT:

Randy Nelson, Chief of Police

APPROVED AS TO INSURANCE
PROVISIONS:

William Rush, Risk Manager

APPROVED AS TO FORM:

Luis A. Corchado, City Attorney

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

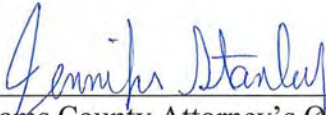
Chairman

Date

ATTEST:
STAN MARTIN,
CLERK AND RECORDER

Approved as to form:

Deputy Clerk



Adams County Attorney's Office

SHERIFF'S OFFICE
ADAMS COUNTY, COLORADO

Michael McIntosh, Sheriff

Date



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: 2017 Abstract of Assessment
FROM: Kerri A. Booth
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves and authorizes the Chair to sign the 2017 Abstract of Assessment.

BACKGROUND:

Colorado Revised Statutes § 39-5-123 requires that an Abstract of Assessment be prepared and submitted by all county assessors to the Colorado State Division of Property Taxation every year no later than November 21. The attached Abstract of Assessment was prepared by the Assessor's office and needs the signature of the Chair of the BOCC so that it can be sent to the State in compliance with the statutory requirement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Assessor's Office

ATTACHED DOCUMENTS:

Resolution
The 2017 Abstract of Assessment

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING ABSTRACT OF ASSESSMENT FOR TAX YEAR 2017

WHEREAS, C.R.S. § 39-5-123(1)(a), provides that upon the conclusion of hearings by the County Board of Equalization, the Assessor shall complete the assessment roll of all taxable property within the county and shall, no later than November 21, prepare and sign an Abstract of Assessment; and,

WHEREAS, C.R.S. § 39-5-123(1)(b), provides that upon completion by the Assessor of the abstract of assessment, the Chair of the Board of County Commissioners shall sign such abstract; and,

WHEREAS, the Assessor has prepared and signed an Abstract of Assessment in compliance with the statutory provisions noted herein.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Abstract of Assessment for tax year 2017, a copy of which is attached hereto and incorporated by reference is hereby approved and accepted and shall be signed by the Chair.

Adams - 2017

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Cover Page

Year: **2017**

Jurisdiction: **Adams**

Assessor: **Patsy Melonakis**

Contact: **Donna Slagel**

Phone Number: **720-523-6708**

Email: **dslagel@adcogov.org**

Fax Number: **720-523-6038**

Description	land	improvements	Total
Vacant - Possessory Interest (0010)	\$110,860	\$0	\$110,860
Residential Lots (0100)	\$91,080,870	\$0	\$91,080,870
Commercial Lots (0200)	\$76,169,990	\$0	\$76,169,990
Industrial Lots (0300)	\$29,486,870	\$0	\$29,486,870
PUD Lots (0400)	\$0	\$0	\$0
Less Than 1.0 (0510)	\$571,540	\$0	\$571,540
1.0 to 4.99 (0520)	\$2,066,290	\$0	\$2,066,290
5.0 to 9.99 (0530)	\$1,467,860	\$0	\$1,467,860
10.0 to 34.99 (0540)	\$5,530,720	\$0	\$5,530,720
35.0 to 99.99 (0550)	\$3,359,720	\$0	\$3,359,720
100.0 and Up (0560)	\$0	\$0	\$0
Minor Structures on Vacant Land (0600)	\$0	\$147,000	\$147,000
	\$209,844,720	\$147,000	\$209,991,720
Grand Total:			\$209,991,720

Description	land	improvements	Total
Possessory Interest (1020)	\$0	\$0	\$0
Single Family Residence (1112, 1212)	\$673,053,210	\$1,842,442,340	\$2,515,495,550
Farm/Ranch Residences (4277)	\$0	\$12,947,570	\$12,947,570
Duplexes-Triplexes (1115, 1215)	\$7,761,670	\$15,053,400	\$22,815,070
Multi-Units (4-8) (1120, 1220)	\$1,708,670	\$13,042,190	\$14,750,860
Multi-Units (9 & Up) (1125, 1225)	\$30,580,860	\$277,594,450	\$308,175,310
Condominiums (1230)	\$0	\$132,658,090	\$132,658,090
Manuf Housing (Mobile Homes) (1135, 1235)	\$2,740,960	\$20,820,460	\$23,561,420
Farm/Ranch Manuf Housing (Mobile Homes) (4278)	\$0	\$19,450	\$19,450
Manuf Housing (Land Park Etc.) (1140, 1240)	\$38,915,870	\$174,080	\$39,089,950
Partially Exempt (Taxable Part) (1150, 1250)	\$0	\$0	\$0
Property Not Integral to Agricultural Operation (1177, 1277)	\$376,620	\$1,817,110	\$2,193,730
Mfd Home Not Integral to Agricultural Operation (1278)	\$0	\$0	\$0
	\$755,137,860	\$2,316,569,140	\$3,071,707,000
Grand Total:			\$3,071,707,000

Description	land	improvements	Total
Airport - Possessory Interest (2020)	\$0	\$0	\$0
Entertainment - Possessory Interest (2021)	\$0	\$0	\$0
Recreation - Possessory Interest (2022)	\$0	\$0	\$0
Other Comm - Possessory Interest (2023)	\$0	\$994,870	\$994,870
Merchandising (2112, 2212)	\$208,088,470	\$386,452,220	\$594,540,690
Lodging (2115, 2215)	\$16,273,320	\$50,301,920	\$66,575,240
Offices (2120, 2220)	\$36,431,320	\$98,732,260	\$135,163,580
Recreation (2125, 2225)	\$4,848,830	\$6,776,020	\$11,624,850
Limited Gaming (2127, 2227)	\$0	\$0	\$0
Special Purpose (2130, 2230)	\$128,255,470	\$162,286,250	\$290,541,720
WareHouse/Storage (2135, 2235)	\$238,133,310	\$567,506,490	\$805,639,800
Multi-Use (3+) (2140, 2240)	\$147,050	\$99,460	\$246,510
Commercial Condominiums (2245)	\$0	\$25,476,060	\$25,476,060
Partially Exempt (Taxable Part) (2150, 2250)	\$76,340	\$0	\$76,340
	\$632,254,110	\$1,298,625,550	\$1,930,879,660

Description	personal		Personal Property
Residential Personal Property (1410)	\$4,888,590	\$0	\$4,888,590
Comm Personal Property - Possessory Interest (2040)	\$14,220	\$0	\$14,220
Limited Gaming Personal Property (2405)	\$0	\$0	\$0
Other Commercial Personal Property (2410)	\$383,614,320	\$0	\$383,614,320
Renewable Energy Personal Property (2415)	\$841,080	\$0	\$841,080
	\$0	\$0	\$0
	\$389,358,210	\$0	\$389,358,210
Grand Total:			\$2,320,237,870

Description	land	improvements	Total
Industrial - Possessory Interest (3020)	\$0	\$0	\$0
Contract/Service (3112, 3212)	\$13,112,670	\$27,161,800	\$40,274,470
Manufacturing/Processing (3115, 3215)	\$25,357,090	\$39,794,520	\$65,151,610
Manufacturing/Milling (3120, 3220)	\$0	\$0	\$0
Refining/Petroleum (3125, 3225)	\$3,014,260	\$1,148,770	\$4,163,030
Industrial Condominiums (3230)	\$0	\$0	\$0
	\$41,484,020	\$68,105,090	\$109,589,110

Description	personal		Personal Property
Industrial Personal Property - Possessory Interest (3040)	\$0	\$0	\$0
Other Industrial Personal (3410)	\$202,644,290	\$0	\$202,644,290
	\$0	\$0	\$0
	\$202,644,290	\$0	\$202,644,290

Grand Total: **\$312,233,400**

Description	land	improvements	Total
Agricultural - Possessory Interest (4020)	\$0	\$0	\$0
Sprinkler Irrigation (4107)	\$3,079,570	\$0	\$3,079,570
Flood Irrigation (4117)	\$1,316,330	\$0	\$1,316,330
Dry Farm Land (4127)	\$17,596,760	\$0	\$17,596,760
Meadow Hay Land (4137)	\$0	\$0	\$0
Grazing Land (4147)	\$1,674,650	\$0	\$1,674,650
Orchard Land (4157)	\$0	\$0	\$0
Farm/Ranch Waste Land (4167)	\$34,180	\$0	\$34,180
Forest Land (4177)	\$0	\$0	\$0
Farm/Ranch Support Buildings (4279)	\$0	\$6,787,980	\$6,787,980
All Other AG Property [CRS 39-1-102] (4180, 4280)	\$728,970	\$2,653,740	\$3,382,710
	\$24,430,460	\$9,441,720	\$33,872,180

Description	personal	Personal Property	
All Other AG Personal (4410)	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0

Grand Total:

\$33,872,180

Description	land	improvements	Total
Coal (5110, 5210)	\$0	\$568,830	\$568,830
Earth or Stone Products (5120, 5220)	\$689,070	\$49,390	\$738,460
Non-Producing Patented Mining Claims (5140, 5240)	\$0	\$0	\$0
Non-Producing Unpatented Mining Claim Imps (5250)	\$0	\$0	\$0
Severed Mineral Interests (5170)	\$594,300	\$0	\$594,300
	\$1,283,370	\$618,220	\$1,901,590

Description	personal		Personal Property
Coal (5410)	\$0	\$0	\$0
Earth or Stone Products (5420)	\$2,344,250	\$0	\$2,344,250
Non-Producing Patented Mining Claims (5440)	\$0	\$0	\$0
Non-Producing Unpatented Mining Claims (5450)	\$0	\$0	\$0
	\$0	\$0	\$0
	\$2,344,250	\$0	\$2,344,250

Grand Total:

\$4,245,840

Description	land	improvements	Total
Molybdenum (6110, 6210)	\$0	\$0	\$0
Precious Metals (6120, 6220)	\$0	\$0	\$0
Base Metals (6130, 6230)	\$0	\$0	\$0
Strategic Minerals (6140, 6240)	\$0	\$0	\$0
Oil Shale/Retort (6150, 6250)	\$0	\$0	\$0
	\$0	\$0	\$0

Description	personal	Personal Property	
Molybdenum (6410)	\$0	\$0	\$0
Precious Metals (6420)	\$0	\$0	\$0
Base Metals (6430)	\$0	\$0	\$0
Strategic Minerals (6440)	\$0	\$0	\$0
Oil Shale/Retort (6450)	\$0	\$0	\$0
	\$0	\$0	\$0

Grand Total: **\$0**

Description	land	improvements	Total
Producing Oil Primary (7110, 7210)	\$17,898,440	\$0	\$17,898,440
Producing Oil Secondary (7120, 7220)	\$349,550	\$0	\$349,550
Producing Gas Primary (7130, 7230)	\$7,017,830	\$0	\$7,017,830
Producing Gas Secondary (7140, 7240)	\$12,050	\$0	\$12,050
CO2 (7145, 7245)	\$0	\$0	\$0
Helium (7147, 7247)	\$0	\$0	\$0
Oil Shale/In Situ (7150, 7250)	\$0	\$0	\$0
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255)	\$358,110	\$0	\$358,110
	\$25,635,980	\$0	\$25,635,980

Description	personal		Personal Property
Producing Oil Primary (7410)	\$1,393,020	\$0	\$1,393,020
Producing Oil Secondary (7420)	\$55,390	\$0	\$55,390
Producing Gas Primary (7430)	\$5,147,460	\$0	\$5,147,460
Producing Gas Secondary (7440)	\$0	\$0	\$0
CO2 (7445)	\$0	\$0	\$0
Helium (7447)	\$0	\$0	\$0
Oil Shale/In Situ (7450)	\$0	\$0	\$0
Natural Gas Liquids and/or Oil & Gas Condensate (7455)	\$0	\$0	\$0
Pipeline Gathering System (7460)	\$23,542,100	\$0	\$23,542,100
Oil and Gas Rotary Drill Rigs (7470)	\$59,900	\$0	\$59,900
	\$0	\$0	\$0
	\$30,197,870	\$0	\$30,197,870

Grand Total:

\$55,833,850

Description	land	improvements	Total
Total Real (8299)	\$65,830,110	\$0	\$65,830,110
	\$0	\$0	\$0
	\$65,830,110	\$0	\$65,830,110

Description	personal		Personal Property
Total Personal (8499)	\$532,150,290	\$0	\$532,150,290
	\$0	\$0	\$0
	\$532,150,290	\$0	\$532,150,290

Grand Total: **\$597,980,400**

Description	land	improvements	Total
Residential Federal Property (9110, 9210)	\$0	\$0	\$0
Non-Residential Federal Property (9119, 9219)	\$54,565,670	\$1,107,350	\$55,673,020
Residential State Property (9120, 9220)	\$0	\$0	\$0
Non-Residential State Property (9129, 9229)	\$20,324,670	\$106,596,330	\$126,921,000
Residential County Property (9130, 9230)	\$0	\$0	\$0
Non-Residential County Property (9139, 9239)	\$17,448,660	\$87,688,170	\$105,136,830
Residential Political Subdivision Property (9140, 9240)	\$0	\$0	\$0
Non-Residential Political Subdivision Property (9149, 9249)	\$206,251,110	\$726,043,830	\$932,294,940
Residential Religious Purposes (9150, 9250)	\$24,987,070	\$87,598,130	\$112,585,200
Non-residential Religious Purposes (9159, 9259)	\$0	\$0	\$0
Residential Private Schools (9160, 9260)	\$1,210,700	\$5,813,520	\$7,024,220
Non-residential Private Schools (9169, 9269)	\$0	\$0	\$0
Residential Charitable (9170, 9270)	\$25,179,150	\$77,104,830	\$102,283,980
Non-residential Charitable (9179, 9279)	\$0	\$0	\$0
Residential All Other (9190, 9290)	\$0	\$0	\$0
Non-Residential All Other (9199, 9299)	\$9,088,340	\$11,981,780	\$21,070,120
	\$359,055,370	\$1,103,933,940	\$1,462,989,310
Grand Total:			\$1,462,989,310

Adams - 2017

Abstract of Assessment (CRS 39-5-123)

Colorado Department of local Affairs - Division of Property Taxation

New Construction

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Ag Res MH's)	45,885,340	-29,940	45,855,400
Residential Personal Property (only)	0	0	0
Commercial	85,186,950	-49,430	85,137,520
Industrial	2,507,670	0	2,507,670
Agricultural (Excluding Ag Res & Res MH's)	164,330	0	164,330
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	1,000,200	0	1,000,200
Total	134,744,490	-79,370	134,665,120

Mapleton 1 School District

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Aq Res MH's)	4,672,070	-15,550	4,656,520
Residential PersonalProperty (only)	0	0	0
Commercial	15,234,520	0	15,234,520
Industrial	0	0	0
Agricultural (Excluding Aq Res & Res MH's)	0	0	0
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	97,400	0	97,400
Total	20,003,990	-15,550	19,988,440

Adams 12 Five Star Schools

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Aq Res MH's)	15,467,220	-160	15,467,060
Residential PersonalProperty (only)	0	0	0
Commercial	13,124,100	0	13,124,100
Industrial	0	0	0
Agricultural (Excluding Aq Res & Res MH's)	0	0	0
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	805,810	0	805,810
Total	29,397,130	-160	29,396,970

Adams County 14 School District

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Aq Res MH's)	743,430	-13,150	730,280
Residential PersonalProperty (only)	0	0	0
Commercial	5,481,550	0	5,481,550
Industrial	0	0	0
Agricultural (Excluding Aq Res & Res MH's)	0	0	0
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	0	0	0
Total	6,224,980	-13,150	6,211,830

Westminster 50 School District

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Aq Res MH's)	343,160	-400	342,760
Residential PersonalProperty (only)	0	0	0
Commercial	405,750	0	405,750
Industrial	1,885,360	0	1,885,360
Agricultural (Excluding Aq Res & Res MH's)	0	0	0
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	0	0	0
Total	2,634,270	-400	2,633,870

Brighton 27J School District

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Aq Res MH's)	24,077,330	-210	24,077,120
Residential PersonalProperty (only)	0	0	0
Commercial	15,465,550	-49,430	15,416,120
Industrial	0	0	0
Agricultural (Excluding Aq Res & Res MH's)	59,980	0	59,980
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	41,790	0	41,790
Total	39,644,650	-49,640	39,595,010

Bennett 29J School District

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Aq Res MH's)	119,960	0	119,960
Residential PersonalProperty (only)	0	0	0
Commercial	156,450	0	156,450
Industrial	0	0	0
Agricultural (Excluding Aq Res & Res MH's)	42,860	0	42,860
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	55,200	0	55,200
Total	374,470	0	374,470

Strasburg 31J School District

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Aq Res MH's)	195,520	-240	195,280
Residential PersonalProperty (only)	0	0	0
Commercial	0	0	0
Industrial	0	0	0
Agricultural (Excluding Aq Res & Res MH's)	26,350	0	26,350
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	0	0	0
Total	221,870	-240	221,630

Deer Trail 26J School District

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Aq Res MH's)	0	0	0
Residential PersonalProperty (only)	0	0	0
Commercial	0	0	0
Industrial	0	0	0
Agricultural (Excluding Aq Res & Res MH's)	0	0	0
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	0	0	0
Total	0	0	0

Adams-Arapahoe 28J School District

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Aq Res MH's)	253,640	-230	253,410
Residential PersonalProperty (only)	0	0	0
Commercial	35,319,030	0	35,319,030
Industrial	622,310	0	622,310
Agricultural (Excluding Aq Res & Res MH's)	0	0	0
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	0	0	0
Total	36,194,980	-230	36,194,750

Byers 32J School District

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Aq Res MH's)	7,520	0	7,520
Residential PersonalProperty (only)	0	0	0
Commercial	0	0	0
Industrial	0	0	0
Agricultural (Excluding Aq Res & Res MH's)	21,950	0	21,950
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	0	0	0
Total	29,470	0	29,470

Wiggins RE-50(J) School District

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Aq Res MH's)	0	0	0
Residential PersonalProperty (only)	0	0	0
Commercial	0	0	0
Industrial	0	0	0
Agricultural (Excluding Aq Res & Res MH's)	0	0	0
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	0	0	0
Total	0	0	0

Keenesburg RE-3J School District

Description	New Construction	Demo Destroyed	Total Net
Residential Real Property (Including Aq Res MH's)	5,490	0	5,490
Residential PersonalProperty (only)	0	0	0
Commercial	0	0	0
Industrial	0	0	0
Agricultural (Excluding Aq Res & Res MH's)	13,190	0	13,190
Natural Resources	0	0	0
Producing Mines	0	0	0
Oil & Gas	0	0	0
State Assessed	0	0	0
Total	18,680	0	18,680

Adams - 2017

Abstract of Assessment (CRS-39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

School Districts

Dist ID	Name	Vacant	Residential	Commercial	Industrial	Agricultural	Nat Res	Prod Mine	Oil Gas	State Assd	Total
10	Mapleton 1 School District	\$17,124,060	\$184,853,940	\$288,554,040	\$40,880,760	\$2,671,750	\$144,220	\$0	\$0	\$146,504,990	\$680,733,760
20	Adams 12 Five Star Schools	\$44,521,440	\$1,374,929,540	\$635,764,840	\$25,487,210	\$283,260	\$9,880	\$0	\$6,555,140	\$99,517,280	\$2,187,068,590
30	Adams County 14 School District	\$26,362,910	\$143,160,320	\$354,055,210	\$167,588,940	\$222,420	\$1,479,550	\$0	\$0	\$45,387,440	\$738,256,790
40	Brighton 27J School District	\$79,008,010	\$729,229,190	\$236,602,630	\$11,759,860	\$6,832,970	\$1,469,130	\$0	\$24,383,970	\$79,782,890	\$1,169,068,650
50	Bennett 29J School District	\$1,080,210	\$22,979,090	\$18,380,890	\$270,850	\$4,738,200	\$128,170	\$0	\$12,794,220	\$16,941,470	\$77,313,100
60	Strasburg 31J School District	\$962,580	\$26,910,660	\$2,402,840	\$0	\$4,830,270	\$102,750	\$0	\$6,282,020	\$30,520,060	\$72,011,180
70	Westminster 50 School District	\$14,036,120	\$409,357,610	\$188,579,500	\$14,270,900	\$170,050	\$3,830	\$0	\$0	\$73,287,370	\$699,705,380
170	Deer Trail 26J School District	\$19,570	\$60,500	\$709,140	\$555,290	\$1,525,420	\$55,480	\$0	\$395,320	\$683,760	\$4,004,480
180	Adams-Arapahoe 28J School District	\$26,770,570	\$168,134,540	\$584,591,280	\$51,216,270	\$763,810	\$575,680	\$0	\$23,140	\$86,358,520	\$918,433,810
190	Byers 32J School District	\$20,860	\$3,378,510	\$107,810	\$4,070	\$9,322,050	\$239,970	\$0	\$4,518,190	\$16,284,400	\$33,875,860
2515	Wiggins RE-50(J) School District	\$830	\$226,560	\$0	\$4,700	\$966,350	\$16,580	\$0	\$451,260	\$1,466,640	\$3,132,920
3090	Keenesburg RE-3J School District	\$29,420	\$2,185,290	\$2,890	\$0	\$1,545,630	\$20,600	\$0	\$430,590	\$1,245,580	\$5,460,000
Total:		\$209,936,580	\$3,065,405,750	\$2,309,751,070	\$312,038,850	\$33,872,180	\$4,245,840	\$0	\$55,833,850	\$597,980,400	\$6,589,064,520

School Districts (Tax Increment Financing)

Dist ID	Name	Base	Increment	Total
10	Mapleton 1 School District	\$13,100,220	\$12,968,920	\$26,069,140
20	Adams 12 Five Star Schools	\$184,692,090	\$139,513,370	\$324,205,460
30	Adams County 14 School District	\$0	\$4,821,900	\$4,821,900
40	Brighton 27J School District	\$58,792,230	\$37,055,570	\$95,847,800
50	Bennett 29J School District	\$0	\$0	\$0
60	Strasburg 31J School District	\$0	\$0	\$0
70	Westminster 50 School District	\$48,086,720	\$7,618,260	\$55,704,980
170	Deer Trail 26J School District	\$0	\$0	\$0
180	Adams-Arapahoe 28J School District	\$10,281,430	\$20,046,190	\$30,327,620
190	Byers 32J School District	\$0	\$0	\$0
2515	Wiggins RE-50(J) School District	\$0	\$0	\$0
3090	Keenesburg RE-3J School District	\$0	\$0	\$0
Total:		\$314,952,690	\$222,024,210	\$536,976,900

Adams - 2017

Abstract of Assessment(CRS-39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Cities and Towns

Name	Vacant	Residential	Commercial	Industrial	Agricultural	Nat Res	Prod Mine	Oil Gas	State Assd	Total
Arvada, City of	\$6,930	\$24,221,540	\$15,834,770	\$8,702,320	\$0	\$0	\$0	\$0	\$1,460,540	\$50,226,100
Aurora, City of	\$30,802,210	\$177,282,100	\$596,864,990	\$34,708,950	\$1,288,420	\$570,500	\$0	\$2,625,170	\$74,661,660	\$918,804,000
Bennett, Town of	\$664,670	\$10,158,680	\$9,301,790	\$123,630	\$84,190	\$10,150	\$0	\$0	\$1,271,700	\$21,614,810
Brighton, City of	\$23,302,330	\$214,610,680	\$138,263,200	\$4,912,980	\$416,500	\$152,150	\$0	\$724,980	\$15,980,640	\$398,363,460
Commerce City, City of	\$41,847,410	\$315,917,580	\$361,961,130	\$166,932,750	\$452,880	\$5,110	\$0	\$204,980	\$41,105,970	\$928,427,810
Federal Heights, City of	\$1,036,760	\$47,206,230	\$35,510,780	\$0	\$1,800	\$0	\$0	\$0	\$5,220,300	\$88,975,870
Lochbuie, Town of	\$18,560	\$38,630	\$0	\$0	\$740	\$0	\$0	\$11,630	\$90,720	\$160,280
Northglenn, City of	\$2,681,640	\$229,649,340	\$104,175,470	\$4,720,340	\$27,350	\$150	\$0	\$0	\$12,719,730	\$353,974,020
Thornton, City of	\$49,008,660	\$900,927,240	\$321,091,260	\$2,908,240	\$258,990	\$910	\$0	\$3,761,190	\$59,932,590	\$1,337,889,080
Westminster, City of	\$15,458,000	\$554,134,580	\$292,869,850	\$18,281,200	\$8,400	\$320	\$0	\$80,040	\$54,365,160	\$935,197,550
Total:	\$164,827,170	\$2,474,146,600	\$1,875,873,240	\$241,290,410	\$2,539,270	\$739,290	\$0	\$7,407,990	\$266,809,010	\$5,033,632,980

Cities and Town (Tax Increment Financing)

Name	Base	Increment	Total
Arvada, City of	\$0	\$0	\$0
Aurora, City of	\$13,672,830	\$32,043,360	\$45,716,190
Bennett, Town of	\$0	\$0	\$0
Brighton, City of	\$54,935,330	\$18,811,110	\$73,746,440
Commerce City, City of	\$0	\$4,821,900	\$4,821,900
Federal Heights, City of	\$31,331,520	\$21,836,190	\$53,167,710
Lochbuie, Town of	\$0	\$0	\$0
Northglenn, City of	\$53,953,590	\$9,985,450	\$63,939,040
Thornton, City of	\$102,972,250	\$42,517,850	\$145,490,100
Westminster, City of	\$46,277,230	\$78,649,150	\$124,926,380
Total:	\$303,142,750	\$208,665,010	\$511,807,760

Adams - 2017

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Abstract Counts

Vacant	Count	Type	Abstract Value
Vacant - Possessory Interest (0010)	51	Leases	\$110,860
Residential Lots (0100)	13,188	Parcels	\$91,080,870
Commercial Lots (0200)	1,165	Parcels	\$76,169,990
Industrial Lots (0300)	306	Parcels	\$29,486,870
PUD Lots (0400)	0	Parcels	\$0
Less Than 1.0 (0510)	87	Parcels	\$571,540
1.0 to 4.99 (0520)	81	Parcels	\$2,066,290
5.0 to 9.99 (0530)	31	Parcels	\$1,467,860
10.0 to 34.99 (0540)	67	Parcels	\$5,530,720
35.0 to 99.99 (0550)	37	Parcels	\$3,359,720
100.0 and Up (0560)	0	Parcels	\$0

Residential	Count	Type	Abstract Value
Possessory Interest (1020)	0	Leases	\$0
Single Family Residence (1112, 1212)	114,617	Parcels	\$2,515,495,550
	114,694	Residence	
Farm/Ranch Residences (4277)	697	Residence	\$12,947,570
Duplexes-Triplexes (1115, 1215)	1,108	Parcels	\$22,815,070
	2,387	Residence	
Multi-Units (4-8) (1120, 1220)	427	Parcels	\$14,750,860
	2,369	Residence	
Multi-Units (9 & Up) (1125, 1225)	504	Parcels	\$308,175,310
	31,546	Residence	
Condominiums (1230)	9,056	Residence	\$132,658,090
Manuf Housing (Mobile Homes) (1135, 1235)	11,290	Residence	\$23,561,420
	11,739	Parcels	
Farm/Ranch Manuf Housing (Mobile Homes) (4278)	4	Residence	\$19,450
Manuf Housing (Land Park Etc.) (1140, 1240)	71	Parks	\$39,089,950
Partially Exempt (Taxable Part) (1150, 1250)	0	Parcels	\$0
Property Not Integral to Agricultural Operation (1177, 1277)	89	Parcels	\$2,193,730
	106	Residence	
Mfd Home Not Integral to Agricultural Operation (1278)	0	Residence	\$0

Commercial	Count	Type	Abstract Value
Airport - Possessory Interest (2020)	0	Leases	\$0
Entertainment - Possessory Interest (2021)	0	Leases	\$0
Recreation - Possessory Interest (2022)	0	Leases	\$0
Other Comm - Possessory Interest (2023)	1	Leases	\$994,870
Merchandising (2112, 2212)	1,594	Parcels	\$594,540,690
Lodging (2115, 2215)	60	Parcels	\$66,575,240
Offices (2120, 2220)	548	Parcels	\$135,163,580
Recreation (2125, 2225)	38	Parcels	\$11,624,850
Limited Gaming (2127, 2227)	0	Parcels	\$0
Special Purpose (2130, 2230)	1,226	Parcels	\$290,541,720
WareHouse/Storage (2135, 2235)	1,496	Parcels	\$805,639,800
Multi-Use (3+) (2140, 2240)	2	Parcels	\$246,510
Partially Exempt (Taxable Part) (2150, 2250)	1	Parcels	\$76,340
Residential Personal Property (1410)	147	Schedules	\$4,888,590
Comm Personal Property - Possessory Interest (2040)	1	Schedules	\$14,220
Limited Gaming Personal Property (2405)	0	Schedules	\$0
Other Commercial Personal Property (2410)	7,084	Schedules	\$383,614,320
Renew able Energy Personal Property (2415)	37	Schedules	\$841,080

Industrial	Count	Type	Abstract Value
Industrial - Possessory Interest (3020)	0	Leases	\$0
Contract/Service (3112, 3212)	83	Parcels	\$40,274,470
Manufacturing/Processing (3115, 3215)	114	Parcels	\$65,151,610
Manufacturing/Milling (3120, 3220)	0	Parcels	\$0
Refining/Petroleum (3125, 3225)	7	Parcels	\$4,163,030
Industrial Personal Property - Possessory Interest (3040)	0	Schedules	\$0
Other Industrial Personal (3410)	100	Schedules	\$202,644,290

Agricultural	Count	Type	Abstract Value
Agricultural - Possessory Interest (4020)	0	Leases	\$0
Sprinkler Irrigation (4107)	13,845	Acres	\$3,079,570
Flood Irrigation (4117)	5,312	Acres	\$1,316,330
Dry Farm Land (4127)	389,101	Acres	\$17,596,760
Meadow Hay Land (4137)	0	Acres	\$0
Grazing Land (4147)	136,040	Acres	\$1,674,650
Orchard Land (4157)	0	Acres	\$0
Farm/Ranch Waste Land (4167)	15,025	Acres	\$34,180
Forest Land (4177)	0	Acres	\$0
All Other AG Property [CRS 39-1-102] (4180, 4280)	211	Acres	\$3,382,710
All Other AG Personal (4410)	0	Schedules	\$0

Adams - 2017

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Abstract Counts

Natural Resources	Count	Type	Abstract Value
Coal (5110, 5210, 5410)	0	Mines	\$568,830
	0	Schedules	
	0	Tons	
Earth or Stone Products (5120, 5220, 5420)	6	Operations	\$3,082,710
	11	Schedules	
	1,819,587	Tons	
Non-Producing Patented Mining Claims (5140, 5240, 5440)	0	Acres	\$0
	0	Schedules	\$0
Non-Producing Unpatented Mining Claim Imps (5250)	0	Structures	\$0
Non-Producing Unpatented Mining Claims (5450)	0	Schedules	\$0
Severed Mineral Interests (5170)	297,079	Acres	\$594,300

Producing Mines	Count	Type	Abstract Value
Molybdenum (6110, 6210, 6410)	0	Mines	\$0
	0	Schedules	\$0
	0	Tons	\$0
Precious Metals (6120, 6220, 6420)	0	Mines	\$0
	0	Schedules	\$0
	0	Tons	\$0
Base Metals (6130, 6230, 6430)	0	Mines	\$0
	0	Schedules	\$0
	0	Tons	\$0
Strategic Minerals (6140, 6240, 6440)	0	Mines	\$0
	0	Schedules	\$0
	0	Tons	\$0
Oil Shale/Retort (6150, 6250, 6450)	0	Operations	\$0
	0	Schedules	\$0
	0	Tons	\$0

Adams - 2017

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

Abstract Counts

Oil and Gas	Count	Type	Abstract Value
Producing Oil Primary (7110, 7210, 7410)	209	Schedules	\$19,291,460
	988	Wells	
	675,216	BBL's	
Producing Oil Secondary (7120, 7220, 7420)	10	Wells	\$404,940
	16	Schedules	
	14,026	BBL's	
Producing Gas Primary (7130, 7230, 7430)	794	Schedules	\$12,165,290
	858	Wells	
	4,765,865	MCF's	
Producing Gas Secondary (7140, 7240, 7440)	0	Schedules	\$12,050
	9	Wells	
	6,392	MCF's	
CO2 (7145, 7245, 7445)	0	MCF's	\$0
	0	Schedules	
	0	Wells	
Helium (7147, 7247, 7447)	0	MCF's	\$0
	0	Schedules	
	0	Wells	
Oil Shale/In Situ (7150, 7250, 7450)	0	BBL's	\$0
	0	Operations	
	0	Schedules	
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255)	743	BBL's	\$358,110
	45	Schedules	
	1	Schedules	
Pipeline Gathering System (7460)	45	Schedules	\$23,542,100
Oil and Gas Rotary Drill Rigs (7470)	1	Schedules	\$59,900

Exempt	Count	Type	Abstract Value
Residential Federal Property (9110, 9210)	0	Parcels	\$0
Non-Residential Federal Property (9119, 9219)	58	Parcels	\$55,673,020
Residential State Property (9120, 9220)	0	Parcels	\$0
Non-Residential State Property (9129, 9229)	177	Parcels	\$126,921,000
Residential County Property (9130, 9230)	0	Parcels	\$0
Non-Residential County Property (9139, 9239)	567	Parcels	\$105,136,830
Residential Political Subdivision Property (9140, 9240)	0	Parcels	\$0
Non-Residential Political Subdivision Property (9149, 9249)	3,594	Parcels	\$932,294,940
Residential Religious Purposes (9150, 9250)	338	Parcels	\$112,585,200
Non-residential Religious Purposes (9159, 9259)	0	Parcels	\$0
Residential Private Schools (9160, 9260)	10	Parcels	\$7,024,220
Non-residential Private Schools (9169, 9269)	0	Parcels	\$0
Residential Charitable (9170, 9270)	155	Parcels	\$102,283,980
Non-residential Charitable (9179, 9279)	0	Parcels	\$0
Residential All Other (9190, 9290)	0	Parcels	\$0
Non-Residential All Other (9199, 9299)	72	Parcels	\$21,070,120

Description	LAND	IMPS	PERS	Total
Producing Mines	\$0	\$0	\$0	\$0
Industrial	\$41,484,020	\$68,105,090	\$202,644,290	\$312,233,400
Residential	\$755,137,860	\$2,316,569,140	\$0	\$3,071,707,000
Agricultural	\$24,430,460	\$9,441,720	\$0	\$33,872,180
Vacant	\$209,844,720	\$147,000	\$0	\$209,991,720
Commercial	\$632,254,110	\$1,298,625,550	\$389,358,210	\$2,320,237,870
Natural Resources	\$1,283,370	\$618,220	\$2,344,250	\$4,245,840
Oil and Gas	\$25,635,980	\$0	\$30,197,870	\$55,833,850
Total Assessor:	\$1,690,070,520	\$3,693,506,720	\$624,544,620	\$6,008,121,860
State Assessed	\$65,830,110	\$0	\$532,150,290	\$597,980,400
Total State Assessed:	\$65,830,110	\$0	\$532,150,290	\$597,980,400
Total Taxable:	\$1,755,900,630	\$3,693,506,720	\$1,156,694,910	\$6,606,102,260
Exempt	\$359,055,370	\$1,103,933,940	\$0	\$1,462,989,310
Total Exempt:	\$359,055,370	\$1,103,933,940	\$0	\$1,462,989,310
Grand Total:	\$2,114,956,000	\$4,797,440,660	\$1,156,694,910	\$8,069,091,570

Adams - 2017

Abstract of Assessment (CRS-39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

CBOE Changes

Vacant	Count	Land	Imp	Personal	Total
Vacant - Possessory Interest (0010)	0	0	0	0	0
Residential Lots (0100)	1	-1,010	0	0	-1,010
Commercial Lots (0200)	4	-54,130	0	0	-54,130
Industrial Lots (0300)	0	0	0	0	0
PUD Lots (0400)	0	0	0	0	0
Less Than 1.0 (0510)	0	0	0	0	0
1.0 to 4.99 (0520)	0	0	0	0	0
5.0 to 9.99 (0530)	0	0	0	0	0
10.0 to 34.99 (0540)	0	0	0	0	0
35.0 to 99.99 (0550)	0	0	0	0	0
100.0 and Up (0560)	0	0	0	0	0
Minor Structures on Vacant Land (0600)	0	0	0	0	0
Total:	5	-55,140	0	0	-55,140
Residential	Count	Land	Imp	Personal	Total
Possessory Interest (1020)	0	0	0	0	0
Single Family Residence (1112, 1212)	135	0	-375,620	0	-375,620
Farm/Ranch Residences (4277)	1	0	-2,210	0	-2,210
Duplexes-Triplexes (1115, 1215)	1	0	-720	0	-720
Multi-Units (4-8) (1120, 1220)	7	-25,500	-35,500	0	-61,000
Multi-Units (9 & Up) (1125, 1225)	34	0	-5,827,520	0	-5,827,520
Condominiums (1230)	13	0	-22,600	0	-22,600
Manuf Housing (Mobile Homes) (1135, 1235)	1	0	-1,400	0	-1,400
Farm/Ranch Manuf Housing (Mobile Homes) (4278)	0	0	0	0	0
Manuf Housing (Land Park Etc.) (1140, 1240)	1	-10,180	0	0	-10,180
Partially Exempt (Taxable Part) (1150, 1250)	0	0	0	0	0
Property Not Integral to Agricultural Operation (1177, 1277)	0	0	0	0	0
Mfd Home Not Integral to Agricultural Operation (1278)	0	0	0	0	0
Total:	193	-35,680	-6,265,570	0	-6,301,250
Commercial	Count	Land	Imp	Personal	Total
Airport - Possessory Interest (2020)	0	0	0	0	0
Entertainment - Possessory Interest (2021)	0	0	0	0	0
Recreation - Possessory Interest (2022)	0	0	0	0	0
Other Comm - Possessory Interest (2023)	0	0	0	0	0
Merchandising (2112, 2212)	40	0	-5,553,620	0	-5,553,620
Lodging (2115, 2215)	0	0	0	0	0
Offices (2120, 2220)	12	0	-467,600	0	-467,600
Recreation (2125, 2225)	0	0	0	0	0
Limited Gaming (2127, 2227)	0	0	0	0	0
Special Purpose (2130, 2230)	10	-59,370	-492,200	0	-551,570
WareHouse/Storage (2135, 2235)	24	-297,000	-3,617,010	0	-3,914,010
Multi-Use (3+) (2140, 2240)	0	0	0	0	0
Commercial Condominiums (2245)	0	0	0	0	0
Partially Exempt (Taxable Part) (2150, 2250)	0	0	0	0	0
Residential Personal Property (1410)	0	0	0	0	0
Comm Personal Property - Possessory Interest (2040)	0	0	0	0	0
Limited Gaming Personal Property (2405)	0	0	0	0	0
Other Commercial Personal Property (2410)	0	0	0	0	0
Renew able Energy Personal Property (2415)	0	0	0	0	0
Total:	86	-356,370	-10,130,430	0	-10,486,800

Adams - 2017

Abstract of Assessment (CRS-39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

CBOE Changes

Industrial	Count	Land	Imp	Personal	Total
Industrial - Possessory Interest (3020)	0	0	0	0	0
Contract/Service (3112, 3212)	1	0	-22,540	0	-22,540
Manufacturing/Processing (3115, 3215)	2	0	-172,010	0	-172,010
Manufacturing/Milling (3120, 3220)	0	0	0	0	0
Refining/Petroleum (3125, 3225)	0	0	0	0	0
Industrial Condominiums (3230)	0	0	0	0	0
Industrial Personal Property - Possessory Interest (3040)	0	0	0	0	0
Other Industrial Personal (3410)	0	0	0	0	0
Total:	3	0	-194,550	0	-194,550

Agricultural	Count	Land	Imp	Personal	Total
Agricultural - Possessory Interest (4020)	0	0	0	0	0
Sprinkler Irrigation (4107)	0	0	0	0	0
Flood Irrigation (4117)	0	0	0	0	0
Dry Farm Land (4127)	0	0	0	0	0
Meadow Hay Land (4137)	0	0	0	0	0
Grazing Land (4147)	0	0	0	0	0
Orchard Land (4157)	0	0	0	0	0
Farm/Ranch Waste Land (4167)	0	0	0	0	0
Forest Land (4177)	0	0	0	0	0
Farm/Ranch Support Buildings (4279)	0	0	0	0	0
All Other AG Property [CRS 39-1-102] (4180, 4280)	0	0	0	0	0
All Other AG Personal (4410)	0	0	0	0	0
Total:	0	0	0	0	0

Natural Resources	Count	Land	Imp	Personal	Total
Coal (5110, 5210, 5410)	0	0	0	0	0
Earth or Stone Products (5120, 5220, 5420)	0	0	0	0	0
Non-Producing Patented Mining Claims (5140, 5240, 5440)	0	0	0	0	0
Non-Producing Unpatented Mining Claim Imps (5250)	0	0	0	0	0
Severed Mineral Interests (5170)	0	0	0	0	0
Total:	0	0	0	0	0

Producing Mines	Count	Land	Imp	Personal	Total
Molybdenum (6110, 6210, 6410)	0	0	0	0	0
Precious Metals (6120, 6220, 6420)	0	0	0	0	0
Base Metals (6130, 6230, 6430)	0	0	0	0	0
Strategic Minerals (6140, 6240, 6440)	0	0	0	0	0
Oil Shale/Retort (6150, 6250, 6450)	0	0	0	0	0
Total:	0	0	0	0	0

Adams - 2017

Abstract of Assessment (CRS-39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

CBOE Changes

Oil and Gas	Count	Land	Imp	Personal	Total
Producing Oil Primary (7110, 7210, 7410)	0	0	0	0	0
Producing Oil Secondary (7120, 7220, 7420)	0	0	0	0	0
Producing Gas Primary (7130, 7230, 7430)	0	0	0	0	0
Producing Gas Secondary (7140, 7240, 7440)	0	0	0	0	0
CO2 (7145, 7245, 7445)	0	0	0	0	0
Helium (7147, 7247, 7447)	0	0	0	0	0
Oil Shale/In Situ (7150, 7250, 7450)	0	0	0	0	0
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255, 7455)	0	0	0	0	0
Pipeline Gathering System (7460)	0	0	0	0	0
Oil and Gas Rotary Drill Rigs (7470)	0	0	0	0	0
Total:	0	0	0	0	0
State Assessed	Count	Land	Imp	Personal	Total
Total Real (8299)	0	0	0	0	0
Total Personal (8499)	0	0	0	0	0
Total:	0	0	0	0	0
Exempt	Count	Land	Imp	Personal	Total
Residential Federal Property (9110, 9210)	0	0	0	0	0
Non-Residential Federal Property (9119, 9219)	0	0	0	0	0
Residential State Property (9120, 9220)	0	0	0	0	0
Non-Residential State Property (9129, 9229)	0	0	0	0	0
Residential County Property (9130, 9230)	0	0	0	0	0
Non-Residential County Property (9139, 9239)	0	0	0	0	0
Residential Political Subdivision Property (9140, 9240)	0	0	0	0	0
Non-Residential Political Subdivision Property (9149, 9249)	0	0	0	0	0
Residential Religious Purposes (9150, 9250)	0	0	0	0	0
Non-residential Religious Purposes (9159, 9259)	0	0	0	0	0
Residential Private Schools (9160, 9260)	0	0	0	0	0
Non-residential Private Schools (9169, 9269)	0	0	0	0	0
Residential Charitable (9170, 9270)	0	0	0	0	0
Non-residential Charitable (9179, 9279)	0	0	0	0	0
Residential All Other (9190, 9290)	0	0	0	0	0
Non-Residential All Other (9199, 9299)	0	0	0	0	0
Total:	0	0	0	0	0
Grand Total:	287				-17,037,740

Adams - 2017**Abstract of Assessment(CRS 39 - 5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Summary of CBOE Changes**

Description	Assessed	CBOE	Total	School District	Difference
Vacant	209,991,720	-55,140	209,936,580	209,936,580	0
Residential	3,071,707,000	-6,301,250	3,065,405,750	3,065,405,750	0
Commercial	2,320,237,870	-10,486,800	2,309,751,070	2,309,751,070	0
Industrial	312,233,400	-194,550	312,038,850	312,038,850	0
Agricultural	33,872,180	0	33,872,180	33,872,180	0
Natural Resources	4,245,840	0	4,245,840	4,245,840	0
Producing Mines	0	0	0	0	0
Oil and Gas	55,833,850	0	55,833,850	55,833,850	0
State Assessed	597,980,400	0	597,980,400	597,980,400	0
Total Taxable:	6,606,102,260	-17,037,740	6,589,064,520	6,589,064,520	
Total Exempt:	1,462,989,310	0			
Grand Total:	8,069,091,570	-17,037,740			

Affidavit of Assessor to Assessment Roll

I, Patsy Melonakis the Assessor of Adams County, Colorado do solemnly swear that in the assessment roll of such county, I have listed and valued all taxable property located therein and that such property has been assessed for the current year in the manner prescribed by law, and that the foregoing Abstract of Assessment is a true and correct compilation of each and every schedule.

Patsy Melonakis
County Assessor

Subscribed and sworn to me before this 2nd day of ~~August~~, AD, 2017

NOVEMBER PM
Jim

[Signature]
County Clerk

Certification by County Board of Equalization

I, _____, Chairman of the County Board of County Commissioners, certify that the County Board of Equalization has concluded its hearings, pursuant to the provisions of Article 8 of this title, that I have examined the Abstract of assessment and that all valuation changes ordered by the County Board of Equalization have been incorporated therein.

_____ Subscribed and sworn to me before this _____ day of ~~August~~, AD, 2017

Chairman of the Board

NOVEMBER Jim

County Clerk

Certification by State Board of Equalization to the County Assessor

Taxable Valuation: \$6,589,064,520
 Exempt Valuation: \$1,462,989,310
 Total Valuation: \$8,052,053,830

Changes by the State Board of Equalization

(Indicate + or - changes and round each entry to nearest \$10)

____ \$ _____ _____ \$ _____
 (code) (+/-) (amount) (code) (+/-) (amount)

	Taxable	Exempt	Total
Net changes by the SBOE:			
Total after net changes by the SBOE:			

The State and/or Adams

NO SIGNATURE HERE

Abstract for the year 2017, with changes in valuation, finds the valuation of the property in Adams to be the same as the assessed valuation for the year 2017.

Signed _____, AD, _____

Chairman



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Ambulance License Renewal
FROM: Dawn Riggs – Neighborhood and Emergency Services
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an ambulance license renewal for The City of Federal Heights Fire Department.

BACKGROUND:

Through a Multi-County Ambulance Committee Intergovernmental Agreement, the Community and Economic Development Department is responsible for the licensing of all private ambulances in the county. The ambulance license for The City of Federal Heights Fire Department is due for renewal. The application packet has been received and is deemed complete.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development

ATTACHED DOCUMENTS:

Please reference the attached Resolution and License for this ambulance agency.

FISCAL IMPACT:

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

Fund: 0001
Cost Center: 1190.5125

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

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

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

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

Additional Note:

RESOLUTION APPROVING AMBULANCE SERVICE LICENSE FOR THE CITY OF FEDERAL HEIGHTS FIRE DEPARTMENT

WHEREAS, the General Assembly of the State of Colorado has enacted the Colorado Medical and Trauma Services Act, Section 25-3.5-101 et seq. C.R.S. (“Act”); and,

WHEREAS, the Act requires the Board of County Commissioners for each County to administer licensure of ambulance services; and,

WHEREAS, under the provisions of the Act, each ambulance operated by a licensed ambulance service in the State of Colorado must be issued a license and permit evidencing that the ambulance and its equipment meets applicable state requirements; and,

WHEREAS, Adams County has entered into an intergovernmental agreement with the City and County of Broomfield and the counties of Arapahoe, Douglas, Denver, Elbert, and Jefferson to establish a licensing program that provides for reciprocal inspection, licensing, and permitting that may be used by all parties, creating efficiency and cost saving to the parties and to the ambulance service providers; and,

WHEREAS, The City of Federal Heights Fire Department, 2400 W. 90th Ave., Federal Heights, CO 80260, has applied for an Ambulance Service License through Adams County; and,

WHEREAS, Adams County has reviewed the inspection performed through the intergovernmental agreement and the application of The City of Federal Heights Fire Department and has found that the ambulances meet the standards set forth in the March 2011 Adams County Ambulance Services Regulations; and,

WHEREAS, The City of Federal Heights Fire Department has complied with all regulations set forth in the March 2011 Adams County Ambulance Services Regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Ambulance Service License for The City of Federal Heights Fire Department is hereby approved to provide ambulance services in the County of Adams.

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

County of Adams, State of Colorado

No. ADCO 11/17

Licensing Fee: \$230

Ambulance Service License

This is to Certify, that **The City of Federal Heights Fire Department, 2400 W. 90th Ave., Federal Heights, CO 80260**, having applied for a license to provide **Advanced Life Support** ambulance services, and having paid to the Treasurer of Adams County the required fees therefore, the above named applicant is hereby licensed to provide ambulance services within and without the County of Adams, State of Colorado, for one year from the **30TH of November, 2017**, unless this license be sooner revoked or suspended as provided by law.

This license is subject to the laws of the State of Colorado, and the Resolutions of the Board of County Commissioners of the County of Adams, passed pursuant thereto.

In Testimony Whereof, the Board of County Commissioners of the County of Adams has hereunto subscribed its name by its officers duly authorized, this _____ day of _____, _____.

Board of County Commissioners of the County of Adams,
State of Colorado

Attest:

Chair

Clerk



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Ralston House IGA First Amendment to Phase Two Agreement
FROM: Raymond H. Gonzales, County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution.

BACKGROUND:

The Ralston House organization has been providing forensic investigation services for the Seventeenth Judicial District for a few years now. They are currently residing out of an older facility owned by the City of Northglenn. It was determined that there was a need for a more permanent location that could provide the necessary space and forensic investigation services for all of the entities within the judicial district over the next 30 years.

Staff from each municipalities and the County have been working together over the past year to formalize an Intergovernmental Agreement that describes the services provided and the estimated construction cost for a new facility that would be paid by the participating entities.

The City of Northglenn has provided the land for the new building and will be paying for all of the operational expenses of this facility once it is constructed. In addition, they are going to be submitting a DOLA energy impact grant during this upcoming cycle to assist in the overall construction cost of new facility.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Seventeenth Judicial District

ATTACHED DOCUMENTS:

Resolution
First Amendment to Phase Two Intergovernmental Agreement
Exhibit B

FISCAL IMPACT:

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

Fund: 0001
Cost Center: 9252.9055

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055	92521703	\$320,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> \$320,000

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF NORTHGLENN, RALSTON HOUSE, THE CITIES OF WESTMINSTER, THORNTON, FEDERAL HEIGHTS, BRIGHTON, COMMERCE CITY AND AURORA, THE CITY AND COUNTY OF BROOMFIELD AND THE COUNTY OF ADAMS REGARDING CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF THE NORTHGLENN RALSTON HOUSE (THE "PHASE 2 FIRST AMENDMENT")

WHEREAS, Ralston House is a child advocacy center that currently provides services to Adams County children who are victims of sexual, emotional and physical abuse, and to the victims' families; and,

WHEREAS, Ralston House mainly provides its services at a Jefferson County facility; and,

WHEREAS, the City of Northglenn wishes to have Ralston House operate out of a new facility to be constructed on property owned by Northglenn; and,

WHEREAS, by means of a previous agreement the above entities contributed funds to design a facility for Ralston House on the Northglenn site; and,

WHEREAS, by means of the attached Phase 2 First Amendment the above entities wish to fund construction and construction management costs of the Northglenn Ralston House facility.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the First Amendment to the Agreement among the City of Northglenn, Ralston House, the cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams regarding construction and construction management of the Northglenn Ralston House, a copy of which is attached and incorporated by this reference, be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Phase 2 First Amendment on behalf of Adams County.

FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF NORTHGLENN, RALSTON HOUSE, THE CITIES OF WESTMINSTER, THORNTON, FEDERAL HEIGHTS, BRIGHTON, COMMERCE CITY AND AURORA, THE CITY AND COUNTY OF BROOMFIELD AND THE COUNTY OF ADAMS REGARDING CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF THE NORTHGLENN RALSTON HOUSE

The following First Amendment to Phase 2 Agreement (the "Phase 2 First Amendment") is made on this ___day of_____, 2017, by and among the City of Northglenn, Ralston House, a Colorado Nonprofit Corporation ("Ralston House") and the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams (all parties with the exception of the Ralston House may be collectively referred to as the "Municipal Parties"):

WHEREAS, the Ralston House and the Municipal Parties entered into that Phase 2 Agreement dated March 30, 2017 (the "Phase 2 Original Agreement"); and

WHEREAS, the Ralston House and the Municipal Parties desire to enter into this Phase 2 First Amendment to address the increased cost associated with the construction and construction management of the Project as defined in the Phase 2 Original Agreement; and

WHEREAS, the total project cost for the design, construction, and construction management of the Northglenn Ralston House has now been estimated as of the date of this Phase 2 First Amendment to be at the cost of One Million nine hundred forty eight thousand five hundred seventy two dollars (\$1,948,572.00) (the "Total Revised Project Cost"); and

WHEREAS, the Municipal Parties desire to fund the construction and construction management of the Northglenn Ralston House in the revised additional amount of One Million, Six Hundred Seventy-Eight Thousand, Five Hundred Seventy-Two Dollars (\$1,678,572.00) pursuant to this Phase 2 Agreement, which includes a contingency amount of approximately Ninety-Two Thousand, Seven Hundred Eighty-Nine Dollars (\$92,789.00) (the "Contingency Amount"); and

WHEREAS, the Municipal Parties desire that the proportionate contributions set forth herein in Exhibit B be appropriated to pay the cost of construction and construction management of the Northglenn Ralston House pursuant to this Phase 2 Agreement; and

WHEREAS, in the event actual construction is less than the Contingency Amount, the Municipal Parties agree to refund any monies paid in excess of actual costs.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Phase 2 First Amendment, and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Section.

2. Section 2, sub-paragraph A. of the Phase 2 Original Agreement is amended to read as follows:

A. The Municipal Parties shall contribute the total amount of One Million, Six Hundred Seventy-Eight Thousand, Five Hundred Seventy-Two Dollars (\$1,678,572.00), in the proportionate amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Revised Funding Allocation") to the cost of construction and construction management of the Northglenn Ralston House.

3. Section 4 of the Phase 2 Original Agreement is amended to read as follows:

4. Grant Application(s).

A. The Municipal Parties and Ralston House acknowledge and agree that the amount provided by the Municipal Parties pursuant to this Phase 2 Agreement is sufficient to complete the construction of the Northglenn Ralston House. However, Ralston House and the City of Northglenn, with the cooperation of the other Municipal Parties hereto, shall apply for grant applications to obtain additional funding for furniture, fixtures, and equipment.

B. In the event such grant funding is obtained in excess of the Total Revised Project Cost, such additional grant funding may be used to pay for the furniture, fixtures, and equipment needed to properly equip the facility. Any grant funds received in excess of the Total Revised Project Cost and furniture, fixtures, and equipment costs shall be refunded to the Municipal Parties in the same proportion as provided in the contribution formula (Exhibit B) within six (6) months of the issuance of a permanent certificate of occupancy.

4. Integration and Amendment. This Phase 2 First Amendment along with the Phase 2 Original Agreement represents the entire agreement between the Parties with regard to the subject matter of this agreement and there are no oral or collateral agreements or understandings. This Phase 2 First Amendment may be amended only by an instrument in writing signed by the Parties. If any provision of this Phase 2 First Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Phase 2 First Amendment and the Phase 2 Original Agreement shall continue in full force and effect.

5. Except as modified herein, the Phase 2 Original Agreement remains in full force and effect and is hereby ratified by the Ralston House and the Municipal Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Phase 2 First Amendment to be executed as of the day and year first above written.

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing, Mayor

Date: _____

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

RALSTON HOUSE

By:

Date: _____

ATTEST:

APPROVED AS TO FORM:

CITY OF WESTMINSTER, COLORADO

By: _____
Donald M. Tripp, City Manager

Date: _____

ATTEST:

Linda Yeager, City Clerk

APPROVED AS TO LEGAL FORM:

David Frankel, City Attorney

CITY OF THORNTON, COLORADO

By: _____
Jack Ethredge, City Manager

Date: _____

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO FORM:
Luis Corchado, City Attorney

_____, Deputy City Attorney

CITY OF FEDERAL HEIGHTS, COLORADO

By: _____
_____, Mayor

Date: _____

ATTEST:

Patti Lowell, CMC, City Clerk

APPROVED AS TO FORM:

William P. Hayashi, City Attorney

CITY OF BRIGHTON, COLORADO

By: _____

Richard N. McLean, City Mayor

Date: _____

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, City Attorney

CITY OF COMMERCE CITY, COLORADO

By: _____

Date: _____

ATTEST:

Laura Bauer, City Clerk

APPROVED AS TO FORM:

Robert Sheesley, City Attorney

CITY OF AURORA, COLORADO

By: _____
Stephen D. Hogan, Mayor

Date: _____

ATTEST:

Janice Napper, City Clerk

APPROVED AS TO FORM:
Michael J. Hyman, City Attorney

Assistant City Attorney

CITY AND COUNTY OF BROOMFIELD

By: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

William A. Tuthill III, City and County Attorney

ADAMS COUNTY

By: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Heidi M. Miller, County Attorney

EXHIBIT B
CONTRIBUTIONS BY MUNICIPAL PARTIES
UPDATED: 1ST Amendment to the Phase 2 IGA for Ralston House

Municipality	Hybrid %	Amount
Adams County (Sheriff's Office, DA Office, Dept. of Human Services)*	26.86%	\$ 493,394
Aurora (Police Department)	5.81%	\$ 83,201
Brighton (Police Department)	7.88%	\$ 123,455
Broomfield (PD and Dept. of Human Services)	10.60%	\$ 176,578
Commerce City (Police Department)	7.97%	\$ 125,265
Federal Heights (Police Department)	3.25%	\$ 33,335
Northglenn (Police Department)	4.73%	\$ 62,152
Thornton (Police Department)	15.88%	\$ 279,438
Westminster (Police Department)	17.03%	\$ 301,752
Totals	100.00%	\$ 1,678,572

**EXHIBIT B
CONTRIBUTIONS BY MUNICIPAL PARTIES**

Municipality							Hybrid %	75% Commitment w/ \$30K credit (Phase 2 IGA)		Hybrid \$ (Sep 2017)	New 100% Total (w/\$30K credit)
	2014 Population	Population %	Population \$	# of interviews 1/1/14-8/31/16	% of Use per Agency	\$ Based on Use		Hybrid \$ (Jan 2017)			
Adams County (Sheriff's Office, DA Office, Dept. of Human Services)*	89,163	15.82%	\$ 268,910	459	37.90%	\$ 644,344	26.86%	\$ 456,627	\$ 319,970	\$ 523,394	\$ 493,394
Aurora PD*	41,754	7.41%	\$ 125,927	51	4.21%	\$ 71,594	5.81%	\$ 98,761	\$ 51,570	\$ 113,201	\$ 83,201
Brighton PD	35,719	6.34%	\$ 107,726	114	9.41%	\$ 160,033	7.88%	\$ 133,880	\$ 77,910	\$ 153,455	\$ 123,455
Broomfield (PD and Dept. of Human Services)	59,471	10.55%	\$ 179,361	129	10.65%	\$ 181,090	10.60%	\$ 180,225	\$ 112,669	\$ 206,578	\$ 176,578
Commerce City PD	49,799	8.83%	\$ 150,191	86	7.10%	\$ 120,727	7.97%	\$ 135,459	\$ 79,094	\$ 155,265	\$ 125,265
Federal Heights PD	11,973	2.12%	\$ 36,110	53	4.38%	\$ 74,401	3.25%	\$ 55,256	\$ 18,942	\$ 63,335	\$ 33,335
Northglenn PD	37,489	6.65%	\$ 113,065	34	2.81%	\$ 47,729	4.73%	\$ 80,397	\$ 37,798	\$ 92,152	\$ 62,152
Thornton PD	127,359	22.59%	\$ 384,107	111	9.17%	\$ 155,822	15.88%	\$ 269,964	\$ 179,973	\$ 309,438	\$ 279,438
Westminster PD	110,945	19.68%	\$ 334,603	174	14.37%	\$ 244,261	17.03%	\$ 289,432	\$ 194,574	\$ 331,752	\$ 301,752
Totals	563,672	100.00%	\$ 1,700,000	1,211	100.00%	\$ 1,700,000	100.00%	\$ 1,700,000	\$ 1,072,500	\$ 1,948,572	\$ 1,678,572

RALSTON HOUSE FINANCIAL COMMITMENT LEVELS**Draft: October 3, 2016****Prepared by: City of Northglenn****Source Data: Ralston House Total Clientele Comparison Statistics / Don Moseley**

Municipality	# of interviews 2014	# of interviews 2015	# of interviews 1/1/16-8/31/16	# of interviews 1/1/14-8/31/16
Adams/Broomfield DA	1	1	0	2
Adams Co. Dept. of Human Services	48	34	55	137
Adams Co. Sheriff's Dept.	81	143	96	320
Aurora PD (1)	13	20	18	51
Brighton PD (2)	52	33	29	114
Broomfield Co. Dept. of Human Svcs.	8	5	8	21
Broomfield PD	37	46	25	108
Commerce City PD	26	35	25	86
Federal Heights PD	23	21	9	53
Northglenn PD	9	19	6	34
Thornton PD	46	37	28	111
Westminster PD (3)	60	56	58	174
Totals	404	450	357	1,211



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Board and Commissions Appointments
FROM: Katie Burczek, Deputy Clerk to the Board
AGENCY/DEPARTMENT: Board of County Commissioners
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution for boards and commissions appointment.

BACKGROUND:

The Commissioners have discussed the following appointments to the Boards and Commissions.

Gene Ciancio
Metropolitan Football Stadium District
Term Expires August 22, 2020

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING GENE CIANCIO TO THE METROPOLITAN FOOTBALL
STADIUM DISTRICT

WHEREAS, a vacancy currently exists for a member for the Metropolitan Football Stadium District; and,

WHEREAS, Gene Ciancio has expressed an interest in serving on the Metropolitan Football Stadium District; and,

WHEREAS, the Board of County Commissioners selected Gene Ciancio to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Gene Ciancio shall be appointed as a member of the Metropolitan Football Stadium District as a regular member for the term as listed below:

Gene Ciancio

Term Expires
August 22, 2020



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Front Range Community College Training Agreement
FROM: Marc Osborne
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves and signs the agreement with Front Range Community College for FY2018.

BACKGROUND:

This is similar to the agreement with Aims Community College, but the first agreement with Front Range Community College (FRCC). Adams County Sheriff's Office certified, P.O.S.T. (Peace Officer Standards and Training) approved instructors will provide emergency vehicle skills training for FRCC P.O.S.T. academy students. This session will cover 24 FRCC students.

There is no net cost to Adams County for providing services related to this agreement. FRCC compensates Adams County for the use of FLATROCK Training Center, training vehicles and hourly/overtime costs for the Adams County Sheriff's Office personnel who provide the instruction.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

Agreement, Resolution

FISCAL IMPACT:

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

Fund: 01
Cost Center: 2008

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5670		\$25,584
Additional Revenue not included in Current Budget:			
Total Revenues:			<u><u> </u></u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	*		\$25,584
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u> </u></u> \$25,584

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

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

Additional Note:

The revenue covers budgeted expenditures in overtime, vehicle usage and FLATROCK facility rental costs.

RESOLUTION APPROVING THE 2018 AGREEMENT BETWEEN FRONT RANGE
COMMUNITY COLLEGE AND THE ADAMS COUNTY SHERIFF'S OFFICE

Resolution 2017-

WHEREAS, Front Range Community College (FRCC) seeks to enlist the services and facilities of the Adams County Sheriff's Office to provide driving skills training to FRCC Police Officer Standards Training Academy students; and,

WHEREAS, the Adams County Sheriff's Office proposes to provide the necessary facilities, instructors, equipment, supplies, coordination, practical supervision and implementation of the FRCC Academy driving skills program pursuant to the terms and conditions of the attached agreement; and,

WHEREAS, there is no cost to Adams County associated with the FRCC agreement since Adams County receives compensation for facility and equipment use and instructor time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2018 Agreement between Front Range Community College and the Adams County Sheriff's Office, a copy of which is attached hereto and incorporated herein by this reference be and hereby is approved.

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

AGREEMENT

AGREEMENT made this _____ day of _____, 2017 by and between the Adams County Sheriff's Academy, Provider, and the State of Colorado, Department of Higher Education, by the State Board for Community Colleges and Occupational Education, for the use and benefit of Front Range Community College, User.

User is in the process of seeking approval from the State to provide training to students with regard to the Police Officer Standards Training Academy ("POST") which includes the need for training of the skills program which includes Emergency Vehicle Operations.

It is agreed by and between parties to this agreement that the Provider shall provide and the User shall use the driving training facilities as follows:

1. The use of the facility and training described in this Agreement is contingent upon User receiving approval from the State for their POST Academy. In the event User does not receive approval from the State for the POST Academy, this agreement shall terminate and shall have no further force and effect.
2. Liability for claims for injuries to persons or property arising from the negligence of the parties, their departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and, for the State of Colorado, its departments, institutions, agencies, boards, official, and employees, the risk management statutes, CRS §24-30-1501, et seq., as amended.
3. All training pursuant to this agreement shall be conducted at the Adams County Sheriff's Office, FLATROCK Regional Training Center. During any and all training segments of the skills program (Emergency Vehicle Operations) ("Training"), the Director of the Adams County Sheriff's Academy shall have the right in his sole discretion and without limitation to dismiss any trainee in the program.
4. The Provider shall provide instructors, necessary materials and vehicles for the courses of Training mentioned above.
5. The Training will be conducted on the dates and the times reflected in the schedule appended hereto as Appendix 1. Each party to this agreement shall

designate a contact person for all communications pursuant to this agreement. The designated contact person for the Adams County Sheriff's Academy is Commander Mike McKinney 720-523-7502. The designated contact person for Front Range Community College is Dr. Laura Manuel, 970-204-8283.

6. The Provider shall have the sole and exclusive right to devise and conduct the Training which shall be conducted by instructors approved by the Adams County Sheriff's Academy Director or his designee, and in accordance with Colorado Peace Officer Standards and Training (P.O.S.T.) standards and requirements.

7. The User shall assume full responsibility for payment of all Federal, State and local taxes or contributions imposed or required under workmen's compensation, unemployment insurance, social security and income tax laws with respect to all user employees engaged in performance of this agreement.

8. INSURANCE

Provider is a governmental entity and shall comply with the insurance provisions of the Colorado Governmental Immunity Act during the term of this Agreement.

10. The total maximum contract price per semester for such Training, including the costs of materials for the above described course shall be determined by the following calculations:

DRIVING: 24 Students, 6:1 Ratio, 48 hours

Lead Instructor \$75./hr. x 48 hrs = **\$3,600**

Asst. Instructor \$65./hr. x 48 hrs = \$3,120 x 3 Asst. = **\$9,360**

Track Rental \$800.00 per day x 4 days (9 hr. days) = **\$3,200**
(Skills Pad & Highway Course)

Vehicles 24 Students x 6 vehicles (4:1 ratio)
\$306.00 per day per vehicles x 4 days = **\$7,344**

Driving simulator training x 8 hours = **\$600**
\$400 track rental half a day = \$300 for Lead = \$780 for assistants = **\$1,480**

TOTAL DRIVING EXPENSE = \$25,584.00

11. The total maximum contract price per semester in the amount of **\$25,584.00** is to be paid by the User to the Provider not later than one week prior to the beginning of the course described above. This fee is for **24** students. If the number of students varies which would alter the student/instructor ratio, the fee will be adjusted accordingly. Additionally, if the student(s) fail to complete the training during the skills section the

students will be responsible for instructor fees. In the event User receives approval from the State for the POST academy, this agreement becomes effective January 01, 2018.

12. The relationship of the parties is critical and personal. This agreement may not be assigned, sold or in any way transferred without the express written approval of the parties to this agreement. The parties to this Agreement intend that the relationship between them contemplated by this Agreement is that by and between independent contractors, those being Provider and User. No agent, employee, or servant of either party shall be or shall be deemed to be an employee, agent, or servant of the other party. Each party will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement.

13. This agreement may be terminated immediately for cause by either the Provider or User. This agreement may be terminated without cause by either party upon the provision of 90 days written notice.

14. Each signatory to this agreement represents that he has sufficient authority to bind the organization which he/she represents.

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. 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.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, 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.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor 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 Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head

taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor 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.

5. COMPLIANCE WITH LAW. Contractor 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.

6. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. 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 contract, to the extent capable of execution.

7. 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 contract or incorporated herein by reference shall be null and void.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF 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 contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. 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.

11. PUBLIC CONTRACTS 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*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting 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 Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, 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 contract.

Adams County, Colorado
4430 S. Adams County Parkway

Brighton, CO 80601

STATE OF COLORADO
JOHN W. HICKENLOOPER,
GOVERNOR
Department of Higher Education, by
the State Board for Community

Colleges and Occupational
Education, for the use and benefit of
Front Range Community College

BY: _____
Chair, Board of County Commissioners

BY: _____
Joseph Harbouk
Vice President of Finance and
Administration

DATE: _____

DATE: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
José Giardiello, Controller

Date: _____

RESOLUTION APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND RAYMOND H. GONZALES, THE COUNTY MANAGER

WHEREAS, the Board of County Commissioners is authorized to employ persons for the efficient management of the business and concerns of the County, and to compensate such persons with moneys from the general fund; and,

WHEREAS, the Board of County Commissioners desires Raymond H. Gonzales to serve as the County Manager; and,

WHEREAS, the Board of County Commissioners desires to enter into an agreement with Raymond H. Gonzalez for the position of County Manager and for that agreement to be effective August 29, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Employment Agreement between the Board of County Commissioners and Raymond H. Gonzales, a copy of which is attached to hereto and incorporated herein by this reference, is approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Employment Agreement.

ADAMS COUNTY, COLORADO
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), effective August 29, 2017, is made by and between the Board of County Commissioners of Adams County, Colorado ("County") and Raymond Gonzales ("Employee") as follows:

RECITALS

WHEREAS, pursuant to § 30-11-107(n), C.R.S., as amended, the Board of County Commissioners is expressly authorized to employ a County Manager; and

WHEREAS, effective and accountable leadership by the County Manager is critical to the County's ability to carry out its mission and vision; and

WHEREAS, the County and the Employee have agreed to enter into a mutually beneficial employment agreement.

NOW, THEREFORE, for the consideration herein set forth, the County and the Employee agree as follows:

AGREEMENT

1. TERM

A. The County hereby employs Employee in the position of County Manager until such time as his employment is terminated according to the provisions of this Agreement.

2. DUTIES

A. As the Adams County Manager, Employee shall have the job responsibilities and duties attendant to that position as set forth in the job description maintained by Human Resources (and as may be hereafter amended), and with any other job responsibilities and duties as may be assigned by the County from time to time.

B. Employee's primary responsibilities include implementation of the County's policies, selection and management of all deputy county managers and department directors under the Board's responsibility, direction of programs/service delivery, and resources management of the organization. Employee conveys the Board's policy directions to all deputy county managers and department directors and coordinates the flow of information and advice from elected officers, deputy county managers, and department directors to the Board. Employee agrees to abide by the Adams County Rules of Engagement for the Adams County Commissioners or any

such comparable rules that are adopted in the future regarding conduct between the Board of County Commissioners and Adams County leadership.

3. COMPENSATION

A. As compensation for the faithful performance of the duties associated with this position, the Employee shall be paid a base annual salary in an amount set annually by the Board of County Commissioners. The Board of County Commissioners shall communicate this base salary amount to the Adams County Human Resources Director each year in conjunction with the Employee's annual performance review. The base salary shall be paid to the Employee by the County consistent with the County's payroll practices. Any salary or benefits earned or paid shall be deemed to be payment for services already rendered by the Employee, and shall not be construed as a promise of future employment.

B. The County shall, in each October pay period, until such time as his employment is terminated according to the provisions of this Agreement, deposit into a deferred compensation account for the benefit of the Employee the sum of Ten Thousand Dollars (\$10,000.00) per annum which shall be in addition to the base salary.

4. ANNUAL LEAVE, SICK LEAVE, AND ADMINISTRATIVE LEAVE

A. Employee shall accrue annual leave at the rate of ten (10) hours per month until such time as Employee's length of service qualifies him to accrue annual leave at the rate of ten (10) hours per month per the County's Employee Manual; thereafter employee shall accrue annual leave based on his length of service in accordance with the County's Employee Manual Policy. Employee's annual leave accruals shall be subject to the annual leave policy in the County's Employee Manual.

B. Employee shall accrue sick leave as provided in the County's Employee Manual.

C. During each calendar year, Employee shall receive twelve (12) administrative leave days, effective on January 1 of each year, which may be taken by the Employee at any time during the same calendar year, as long as organizational needs permit. Administrative leave days shall not be accumulated from year-to-year, and, at the time of the Employee's separation from the County, the Employee shall receive no payment or compensation for any administrative leave days not taken.

5. BENEFITS AND RETIREMENT PLAN

A. Along with the benefits provided to all County Employees, including health, dental, eye, life, and disability insurance, Employee shall also receive the following:

- i. **Vehicle Allowance.** Vehicle Allowance in an amount established by County policy.

- ii. **Technology Stipend.** Technology Stipend in an amount established by County policy.

B. As an appointed official, Employee is in "Covered Employment" for purposes for membership in the Retirement Plan. Employee will automatically participate in the Retirement Plan on the first day of Covered Employment. Employee will contribute a specified percentage of Employee's monthly compensation to the retirement fund through before-tax payroll deductions.

6. PROFESSIONAL DEVELOPMENT

A. The County recognizes the desirability of representation in and before local organizations including the City/County Management Association, the Government Finance Officer's Association, and other similar organizations. Employee is authorized to become a member of such organizations and receive education and training appropriate for such membership. Employer shall pay all expenses related to such memberships.

7. PERFORMANCE REVIEWS

A. Employee shall report directly to the Board of County Commissioners.

B. The Board of County Commissioners shall make every effort to review Employee's job performance at least once annually. This annual performance review shall occur during the month of December of each year unless the parties agree otherwise. The County shall provide the Employee a reasonable and adequate opportunity to discuss the Employee's evaluation with the County. The annual performance reviews and evaluations shall be reasonably related to the Employee's written job description and any other job performance goals jointly set by the County and the Employee.

C. Failure by either party to complete the matters described in Paragraph 7(B) shall not constitute a breach of this Agreement.

8. OUTSIDE EMPLOYMENT/ACTIVITIES

A. Employee shall devote his full time and best efforts to the affairs of the County and except as expressly permitted by the County. Employee shall not accept any other employment during the term of this Agreement.

B. Material involvement in Adams County politics by Employee, as County Manager, including attendance at a local political caucus, running for any elected office (whether a county elected office or otherwise), or campaigning or otherwise supporting any Adams County elected official's campaign through money, words, or conduct (other than casting a vote as an elector) is prohibited.

9. **TERMINATION AND RESIGNATION**

A. **THE EMPLOYEE SHALL BE AN "AT-WILL" EMPLOYEE OF THE COUNTY**, as that status is defined under Colorado law. As such, the Employee's employment with the County may be terminated at any time and under any circumstances, with or without cause, and with or without prior notice by the County to the Employee.

B. The Employee is employed under the provisions of § 30-11-118, C.R.S., and as such, decisions concerning the Employee's termination or separation from the County shall be made by the Board of County Commissioners, and all such decisions shall be final, shall not be subject to a pre or post-termination hearing, and shall not be subject to appeal. No formal resolution or other formal action is necessary by the Board of County Commissioners to affirm a hiring, termination or other direction or supervision of the Employee.

C. If, at any time during the term of this Agreement, the County terminates Employee's employment for "just cause" the termination shall be without severance pay and shall be effective on Employee's receipt of notice of his termination. The County may terminate this Agreement for "just cause" under any one of the following circumstances:

- i. If the Employee is convicted of any crime or offense that is classified as a felony under Colorado law, or that involves fraud, theft, misuse of public property, or moral turpitude, or that reflects adversely on the Employee's honesty, integrity, or fitness for public employment.
- ii. Performance of any job-related acts that endanger the property or personal safety of himself or another person.
- iii. Violation of any lawful official order of, or failure to obey any lawful direction made and given by, the County, where such violation or failure to obey amounts to an act of insubordination or a serious breach of proper discipline, or has resulted or reasonably might be expected to result in a loss or injury to the County or to the public.
- iv. Disgraceful conduct, as determined by the County, occurring during the performance of Employee's official duties.
- v. Unreasonable amount of absence from duty without making suitable arrangements for the care of the Employee's duties.
- vi. Any other justifiable cause similar in nature and severity.

D. At any time during the term of this Agreement, the County may terminate Employee's employment without "just cause" provided that Employee shall receive either:

- i. Thirty (30) days notice and, on the last day of employment, payment of a sum total of nine (9) months' salary, including the value of benefits such as health

insurance, technology stipend, and vehicle allowance. Employee will continue to fully perform his or her duties and job functions until the last day of employment.

- ii. No notice and by payment, at the time of the termination, a sum total of nine (9) months' salary, including the value of benefits such as health insurance, technology stipend, and vehicle allowance.

E. If the Employee is charged, by indictment, information, or complaint, with a crime or offense that is classified as a felony under Colorado law, or that involves fraud, theft, misuse of public property, or moral turpitude, or that reflects adversely on the Employee's honesty, integrity, or fitness for public employment, the County may, at its sole discretion, suspend the Employee from his or her employment, with or without pay, during the pendency of the charge(s). Whether a charged crime or offense reflects adversely on the Employee's honesty, integrity, or fitness for public employment shall be determined solely by the Board of County Commissioners.

F. Employee may terminate this Agreement at any time upon sixty (60) days prior notice by tendering his written resignation to the County. Employee shall cooperate with the County in effecting the transfer of his duties during the sixty (60) day notice period.

G. After the Employee's last day of employment, governed by any subparagraph of this Paragraph (9) herein, the County shall pay Employee for accrued and unused annual and sick leave pursuant to relevant policies of the County's Employee Manual.

10. NOTIFICATIONS

A. Notices by either party required to be given under this Agreement shall be in writing and hand-delivered or sent by certified mail addressed to the other party as herein provided. Notice to the County shall be delivered to the Board of County Commissioners at the offices of the County, 4430 S. Adams County Parkway, Suite C5000A, Brighton, CO 80601-8204. Notice to Employee shall be delivered to Employee at Employee's last known home address as indicated in the County's records.

B. If notice is mailed, it shall be deemed received three (3) days after the postmarked date of mailing, provided such notice was sent postage prepaid and addressed as required by Paragraph 10(A) herein.

11. MISCELLANEOUS

A. 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.

B. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

C. 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 provision in the future, unless waiver has rendered future performance impossible.

D. The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the District Court of Adams County, Colorado.

E. Each party represents and warrants that it has the power and ability to enter into this Agreement, and to grant the rights granted herein, and to perform the duties and obligations herein described.

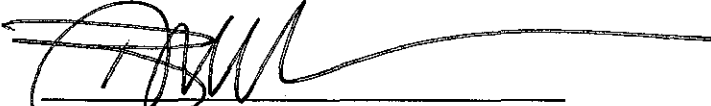
IN WITNESS WHEREOF, the parties have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date


EMPLOYEE



Raymond Gonzales

9 Nov 2017
Date

APPROVED AS TO FORM:



Adams County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Detention Center “F” Module HVAC System Upgrade
FROM: Raymond H. Gonzales, County Manager; Patti Duncan, Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an agreement with Automated Building Solutions Inc., for heating, ventilation, and air conditioning (HVAC) upgrades

BACKGROUND:

The Adams County Detention Center “F” module expansion project opened in 2000’. The digital controllers that provide accurate control of the heating, ventilation, and air conditioning (HVAC) system for F module are no longer available or supported by Honeywell Automation causing the need for controller upgrades. The installed HVAC equipment and digital controllers provide smoke control functions in the module as well as comfort heating, cooling and ventilation.

Building codes require fire service ratings on all equipment that provides fire protection, detection, alarming, and smoke control. The HVAC digital controllers that interface with the fire alarm systems are unable to provide the required rating therefore, the two systems (fire alarm/smoke control and the BAS) will have to be completely separated per Brighton Fire and building code requirements. Both systems will be upgraded simultaneously to minimize downtime, discomfort, and safety concerns. Systems Group (Fire Alarm Contractor) will be handling the fire alarm/smoke control system upgrades and Automated Building Solutions Inc., will upgrade the HVAC system

Automated Building Solutions Inc. has agreed to provide HVAC system upgrade for the Detention Center “F” Module in the not to exceed amount \$108,500.00. Automated Building Solutions Inc. is a pre-approved supplier listed in the Adams County Single Source Policy, Appendix E – Cooperative, Single, and Sole Source Purchases. Systems Group will provide the fire alarms services.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
Sheriff’s Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1
Cost Center: 2009

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7845	20091732	\$225,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u> </u> <u>\$225,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT TO
AUTOMATED BUILDING SOLUTIONS INC., FOR A HEATING, VENTILATION, AND
AIR CONDITIONING SYSTEM UPGRADE

WHEREAS, Automated Building Solutions Inc., submitted a quote for a Heating, Ventilation, and Air Conditioning (HVAC) system upgrade for the Facilities and Fleet Management Department; and,

WHEREAS, Automated Building Solutions Inc., is a pre-approved single source supplier listed in the Adams County Single Source Policy, Appendix E – Cooperative, Single and Sole Source Purchases; and,

WHEREAS, Automated Building Solutions Inc., agrees to provide the HVAC system upgrade at the Adams County Detention Center “F” Module in the not to exceed amount of \$108,500.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that an agreement be awarded to Automated Building Solutions Inc., to provide the HVAC system upgrade.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with Automated Building Solutions Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Construction Services at the Adams County Opportunity Center
FROM: Raymond H. Gonzales, County Manager; Patti Duncan, Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: July 25, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Three to the agreement with FCI Constructors, Inc., for additional construction services at the Adams County Opportunity Center.

BACKGROUND:

On May 24, 2016, the Board of County Commissioners approved the award of an agreement for Preconstruction Services to FCI Constructors, Inc., in the amount of \$19,691.00. On July 19, 2016, the Board of County Commissioners approved Amendment One in the amount of \$245,903.00 for Phase I construction costs, which was completed and the wing was occupied in September 2016. On December 6, 2016, the Board of County Commissioners approved Amendment Two in the amount of \$5,337,416.00 for Phase II construction costs, which was completed and the facility occupied in October 2017.

Amendment Three of the agreement will include additional Construction Services to implement a landscaping program at the direction of County leadership, to install a sanitary sewage grinder and complete outstanding building-related construction items.

On July 25, 2017, the Board of County Commissioners approved the budget transfer of unspent construction funds from the Justice Center Phase II Build-Out to the Adams County Opportunity Center and Mental Health Unit. The recommendation is to approve Amendment Three for additional construction services in the amount of \$495,667.00 for a total contract price of \$6,098,677.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 4
Cost Center: 3160

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055	31601601	\$7,425,075
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

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

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT THREE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND FCI CONSTRUCTORS, INC., FOR ADDITIONAL
CONSTRUCTION SERVICES

WHEREAS, on May 24, 2016, the Board of County Commissioners approved the award of the contract for Construction Manager / General Contractor services for the Adams County Opportunity Center to FCI Constructors, Inc.; and,

WHEREAS, Amendment Three of the agreement will include additional Construction Services to implement a landscaping program at the direction of County leadership, to install a sanitary sewage grinder and complete outstanding building-related construction items; and,

WHEREAS, FCI Contractors agreed to provide the additional services in the not to exceed amount of \$495,667.00 bringing the contract total to \$6,098,677.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Three to the agreement between Adams County and FCI Constructors, Inc., for the additional construction services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment Three with FCI Constructors, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Construction Services for the Detention Facility Mental Health Unit
FROM: Raymond H. Gonzales, County Manager; Patti Duncan, Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: July 25, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to the agreement with Roche Constructors, Inc., for additional construction services at the Adams County Detention Facility Mental Health Unit

BACKGROUND:

On December 6, 2016, the Board of County Commissioners approved the award of an agreement for Construction Manager / General Contractor services (CMGC) for the Detention Facility Mental Health Unit to Roche Constructors, Inc., in the amount of \$13,402.00. On May 9, 2017, the Board of County Commissioners approved Amendment One for the Guaranteed Maximum Price for construction in the amount of \$2,925,001.00.

Amendment Two of the Agreement will address additional CMGC services necessary to implement modifications to a portion of the pre-fabricated steel wall panel system and integrated electrical components within the Mental Health Unit.

On July 25, 2017, Commissioners approved the budget transfer of unspent construction funds from the Justice Center Phase II Build-Out to the Adams County Opportunity Center and Mental Health Unit. The recommendation is to approve Amendment Two for additional construction services in the amount of \$82,751.19 for a total contract price of \$3,021,154.19.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1
Cost Center: 2071

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055	20711603	\$3,143,776
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<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 AMENDMENT TWO TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND ROCHE CONSTRUCTORS, INC., FOR ADDITIONAL
CONSTRUCTION SERVICES

WHEREAS, on December 6, 2016, the Board of County Commissioners approved the award of the agreement for Construction Manager / General Contractor (CMGC) services to Roche Constructors, Inc., for the Detention Facility Mental Health Unit; and,

WHEREAS, Amendment Two of the agreement will address additional CMGC services necessary to implement modifications to a portion of the pre-fabricated steel wall panel system within the Mental Health Unit; and,

WHEREAS, Roche Constructors, Inc., agreed to provide the additional Construction Services in the amount of \$82,751.19, bringing the contract total to \$3,021,154.19.

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 Roche Constructors, Inc., for the additional Construction Services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment Two with Roche Constructors, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Early Phase Guaranteed Maximum Price for the Adams County Animal Shelter
FROM: Raymond H. Gonzales, County Manager; Patti Duncan, Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to the agreement with Saunders Construction for an early-phase Guaranteed Maximum Price (GMP) for the Adams County Animal Shelter

BACKGROUND:

On August 22, 2017 the Board of County Commissioners approved the award of an agreement for Construction Manager / General Contractor services (CMGC) for the Animal Shelter to Saunders Construction in the amount of \$72,446.00.

Amendment One of the Agreement is an early-phase Guaranteed Maximum Price (GMP) necessary for the construction of two ditch crossings that will enable access to the Animal Shelter project site. The New Brantner Extension Ditch Company requires that any work impacting the ditch occur during months when the ditch is inactive (November through March). The award of an early-phase GMP will enable the CMGC to perform work between November 2017 and March 2018.

The recommendation is to approve Amendment One to the agreement with Saunders Construction for an early-phase GMP in the amount of \$998,000.00 for a total contract price of \$1,070,446.00

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
Animal Shelter

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 4
Cost Center: 3161

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055	31611701	\$12,869,959
Add'l Capital Expenditure not included in Current Budget:	9055	*	\$11,000,000
Total Expenditures:			<u><u>\$23,869,959</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

* Additional \$11,000,000 in the Capital Expenditure not included in Current Budget line is contingent on future budgets being approved and adopted.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND SAUNDERS CONSTRUCTION FOR EARLY PHASE
GUARANTEED MAXIMUM PRICE OF THE ADAMS COUNTY ANIMAL SHELTER

WHEREAS, on August 22, 2017, the Board of County Commissioners approved the award of the agreement for Construction Manager / General Contractor (CMGC) services to Saunders Construction for the Adams County Animal Shelter; and,

WHEREAS, Amendment One of the Agreement is an early-phase Guaranteed Maximum Price (GMP) necessary for the construction of two ditch crossings that will enable access to the Animal Shelter project site; and,

WHEREAS, Saunders Construction proposed a GMP in the amount of \$998,000.00 for a total agreement price of \$ 1,070,446.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the agreement between Adams County and Saunders Construction for the proposed early-phase GMP be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One with Saunders Construction after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Adams County Animal Shelter
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to the agreement with G Squared Design for the Design Professional Services of the Adams County Animal Shelter

BACKGROUND:

In April of 2016, G Squared Design was awarded an agreement to provide Design for A & E services for the new Animal Shelter located off of Riverdale Road. In the original Scope of Work, G Squared assisted in site selection, and provided the design of the new facility. The original RFP identified a total project budget of \$14M and a construction cost of \$10M.

In December of 2016, the Board of County Commissioners approved an amended total project budget of \$27.5M with an associated construction cost estimated between \$20M and \$22M. In the first half of 2017, the level of effort significantly increased and was utilized to confirm the project program, schematic designs and project estimates.

The increase in total contract value is due to the revised estimated construction costs, additional costs incurred as a result of exploratory efforts related to the Butterfly Pavilion, other potential partners, utility routing (specifically water and sewer) as well as ancillary items including design of the extension of Park Boulevard North to 124th avenue resulting in additional design fees.

It is recommended to approve Amendment One for the agreement with G Squared Design in the amount of \$1,368,397.00 for a total contract price of \$2,246,039.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
Animal Shelter

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 4
Cost Center: 3161

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055	31611701	\$12,869,959
Add'l Capital Expenditure not included in Current Budget:	9055	*	\$11,000,000
Total Expenditures:			<u><u>\$23,869,959</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

* Additional \$11,000,000 in the Capital Expenditure not included in Current Budget line is contingent on future budgets being approved and adopted.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN ADAMS
COUNTY AND G SQUARED DESIGN FOR ARCHITECT AND DESIGN SERVICES FOR THE
ADAMS COUNTY ANIMAL SHELTER

WHEREAS, in 2016, G Squared Design was awarded an agreement to provide Architect and Design Services for the Adams County Animal Shelter; and,

WHEREAS, additional services were determined necessary to add to the scope of work, including; increased construction budget, exploratory efforts of potential partners, utility routing, and other ancillary items; and,

WHEREAS, G Squared Design has agreed to provide the additional services increasing the not to exceed amount by \$1,368,397.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amendment One to the agreement between Adams County and G Squared Design be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to said agreement with G Squared Design after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Berkeley Sidewalk Project
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a Bid Award to Villalobos Concrete, Inc., to provide construction services for the Berkeley Sidewalk project.

BACKGROUND:

The sidewalks within the historic Berkeley neighborhood are in need of enhancement to improve the mobility of the community and comply with the Americans with Disabilities Act (ADA) standards by constructing compliant sidewalks and ramps. The project area includes work in the area of Tennyson Street and Lowell Boulevard, and W 52nd Avenue and W 54th Avenue. All work will be completed with the goal to assist in the preservation of trees, landscapes, and older monuments with minimal impact to the public and property owners.

A formal Invitation to Bid was solicited through the Rocky Mountain Purchasing System (BidNet). The County received the following bids:

VENDOR	PRICE
Villalobos Concrete Inc.	\$1,430,701.00
PLM Asphalt and Concrete Inc.	\$1,757,679.00

After a thorough review of the bids, it was determined that Villalobos Concrete Inc., was the lowest, most responsive and responsible bidder. The amount to be awarded is \$1,430,701.00 for the base agreement amount and an additional \$75,000 for contingency of any unforeseen field modifications (force account). The contingency amount for unforeseen items is a standard operating practice and was shown in the sample contract attached along with the bid document.

It is recommended that Villalobos Concrete, Inc., be awarded an agreement for the Construction Services of the Berkeley Sidewalk project in the not to exceed amount of \$1,505,701.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 13/30
Cost Center: 3056/941016

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	3056.9135	30561709	625,416.00
	941016.9135		401,600.00
Add'l Capital Expenditure not included in Current Budget:	3056.9135	30561709	478,685.00
Total Expenditures:			<u><u>1,505,701.00</u></u>

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

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

Additional Note:

Community Development Block Grant (CDBG) will be utilized in the amount of \$475,000 with \$401,600 remaining.

Additional Capital Expenditure not included in Current Budget is contingent on approval and adoption of the 5th supplemental to the 2017 Adams County budget.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT TO VILLALOBOS CONCRETE INC., FOR
CONSTRUCTION SERVICES FOR THE BERKELEY SIDEWALK PROJECT

WHEREAS, Villalobos Concrete Inc., submitted a bid on October 16, 2017, for Construction Services for the Berkeley Sidewalk Project; and,

WHEREAS, it was deemed that Villalobos Concrete Inc., was the lowest, most responsive, and responsible bidder; and,

WHEREAS, Villalobos Concrete Inc., agrees to provide construction services for the Berkeley Sidewalk Project in the not to exceed amount of \$1,505,701.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Villalobos Concrete Inc., for construction services for the Berkeley Sidewalk Project.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with Villalobos Concrete Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Employee Performance Management Software System
FROM: Raymond H. Gonzales, County Manager; Patti Duncan, Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Addendum Four to extend the agreement for one month and Addendum Five to renew the agreement for one year for an Employee Performance Management Software System with Halogen Software, Inc.

BACKGROUND:

In 2014, the Human Resources Department procured a comprehensive Employee Performance Management Software System from Halogen Software, Inc., to standardize and promote consistency in evaluating an employee’s work performance. The initial cost of the agreement with Halogen Software, Inc., was \$97,002.00.

The Human Resources Department is recommending approval of Addendum Four to move the due date and extend the agreement for one month so that the new term shall begin January 31, 2018 instead of December 31, 2017.

In addition, the Human Resources Department is recommending approval of Addendum Five to renew the agreement for one additional year. Staff finds the services provided by Halogen Software, Inc., to be acceptable due to the level of standardization achieved using their software. It is recommended that the agreement be renewed at the fair and reasonable not to exceed cost of \$79,851.29 for a total price of \$332,190.37.

HALOGEN SOFTWARE, INC.	DATES	COST
Original Agreement	Dec 2014—Dec 2015	\$97,002.00
First Renewal Option	Dec 2015—Dec 2016	\$66,807.00
Second Renewal Option	Dec 2016—Dec 2017	\$76,780.08
Training Report	April 2017	\$1,750.00
One Month Extension	Dec 2017—Jan 2018	\$0.00
Third Renewal Option	Jan 2018—Jan 2019	\$79,851.29
Contract Total		\$322,190.37

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Resources Department

ATTACHED DOCUMENTS:

Resolution for One Month Extension of the Agreement
Resolution for Agreement Renewal

FISCAL IMPACT:

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

Fund: 0001
Cost Center: 1015

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7562		\$124,950
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> \$124,950

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING ADDENDUM FOUR TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND HALOGEN SOFTWARE, INC., FOR AN EMPLOYEE
PERFORMANCE MANAGEMENT SOFTWARE SYSTEM

WHEREAS, in 2014, the Board of County Commissioners approved an agreement for an Employee Performance Management Software System with Halogen Software, Inc.; and,

WHEREAS, the Human Resources Department recommends approval of Addendum Four to move the expiration date and extend the agreement for one month with Halogen Software, Inc.; and,

WHEREAS, this Addendum has no effect on the dollar amount of the agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Addendum Four to the agreement between Adams County and Halogen Software, Inc., be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign said Addendum Four after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Employee Performance Management Software System
FROM: Raymond H. Gonzales, County Manager; Patti Duncan, Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Addendum Four to extend the agreement for one month and Addendum Five to renew the agreement for one year for an Employee Performance Management Software System with Halogen Software, Inc.

BACKGROUND:

In 2014, the Human Resources Department procured a comprehensive Employee Performance Management Software System from Halogen Software, Inc., to standardize and promote consistency in evaluating an employee’s work performance. The initial cost of the agreement with Halogen Software, Inc., was \$97,002.00.

The Human Resources Department is recommending approval of Addendum Four to move the due date and extend the agreement for one month so that the new term shall begin January 31, 2018 instead of December 31, 2017.

In addition, the Human Resources Department is recommending approval of Addendum Five to renew the agreement for one additional year. Staff finds the services provided by Halogen Software, Inc., to be acceptable due to the level of standardization achieved using their software. It is recommended that the agreement be renewed at the fair and reasonable not to exceed cost of \$79,851.29 for a total price of \$332,190.37.

HALOGEN SOFTWARE, INC.	DATES	COST
Original Agreement	Dec 2014—Dec 2015	\$97,002.00
First Renewal Option	Dec 2015—Dec 2016	\$66,807.00
Second Renewal Option	Dec 2016—Dec 2017	\$76,780.08
Training Report	April 2017	\$1,750.00
One Month Extension	Dec 2017—Jan 2018	\$0.00
Third Renewal Option	Jan 2018—Jan 2019	\$79,851.29
Contract Total		\$322,190.37

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Resources Department

ATTACHED DOCUMENTS:

Resolution for One Month Extension of the Agreement
Resolution for Agreement Renewal

FISCAL IMPACT:

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

Fund: 0001
Cost Center: 1015

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7562		\$124,950
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> \$124,950

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING ADDENDUM FIVE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND HALOGEN SOFTWARE, INC., FOR AN EMPLOYEE
PERFORMANCE MANAGEMENT SOFTWARE SYSTEM

WHEREAS, in 2014, the Board of County Commissioners approved an agreement for an Employee Performance Management Software System with Halogen Software, Inc.; and,

WHEREAS, the Human Resources Department recommends approval of Addendum Five to renew the agreement with Halogen Software, Inc., for the Employee Performance Management Software System in the not to exceed amount of \$79,851.29.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Addendum Five to the agreement between Adams County and Halogen Software, Inc., be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign said Addendum Five after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 14, 2017
SUBJECT: Adams County Visual Arts Commission: Pete Mirelez Human Services Center
FROM: Adams County Visual Arts Commission
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON August 22, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves resolution.

BACKGROUND:

The Adams County Visual Arts Commission (ACVAC) went out for RFP in December 2016. The Visual Arts Commission received 109 proposals for two public art sculptures to be placed at the Pete Mirelez Human Services Center. The Visual Arts Commission engaged staff from purchasing and Facilities to ensure the project meets purchasing policies and understands the new design of the Pete Mirelez Human Services Center.

The Visual Arts Commission reviewed and scored all 109 proposals and narrowed the list to 5 finalists. The 5 finalists were brought in for interviews over a period of two evenings.

The Adams County Visual Arts Commission is here to present the top five (5) finalists and provide the Board of County Commissioners with their recommendation for awarding one (1) finalist with the contract to provide sculptures at the Pete Mirelez Human Services Center.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Fleet and Facilities
Human Services

ATTACHED DOCUMENTS:

Resolution
Contract

FISCAL IMPACT:

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

Fund: 9253and 3128
Cost Center: 9003 and 9003

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	3128.9003	31281401	\$223,050
Add'l Capital Expenditure not included in Current Budget:	9253.9003	92531703	\$76,950
Total Expenditures:			<hr/> \$300,000

New FTEs requested: **YES** **NO**
Future Amendment Needed: **YES** **NO**

Additional Note:

ACVAC received a grant in 2016 in the amount of \$102,600 for the Human Services Center Visual Art Project. ACVAC received 75% (\$76,950) of the total grant and the remaining 25% (\$25,650) of the grant will be awarded when the installation of artwork is completed in late 2018.

Additional Capital Expenditure not included in Current Budget is pending approval and adoption of the 5th amendment to the 2017 Adams County Budget.

RESOLUTION ACCEPTING A PROPOSAL AND AWARDING AN AGREEMENT TO THE ARTIST DAVID DAHLQUIST ART STUDIO FOR THE CREATION, DELIVERY AND INSTALLATION OF ARTWORK FOR ADAMS COUNTY PETE MIRELEZ HUMAN SERVICES CENTER.

WHEREAS, David Dahlquist Art Studio submitted a proposal on December 23, 2016 to create, deliver and install sculpture art pieces for the Adams County Pete Mirelez Human Services Center; and,

WHEREAS, after thorough evaluation it was deemed that David Dahlquist Art Studio was the most responsive and responsible artist; and,

WHEREAS, David Dahlquist Art Studio agrees to create, deliver and install sculpture art pieces for Adams County Pete Mirelez Human Services Center in the not to exceed amount of \$300,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to David Dahlquist to create, deliver and install sculpture art pieces.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement with David Dahlquist Art Studio after negotiation and approval as to form is completed by the County Attorney's Office.

**SERVICES CONTRACT WITH RDG DAHLQUIST ART STUDIO FOR THE
CREATION, DELIVERY AND INSTALLATION OF
ARTWORK FOR ADAMS COUNTY PETE MIRELEZ HUMAN SERVICES
CENTER**

THIS CONTRACT ("Contract") is made to be effective the _____ day of _____, 2017 by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601 (hereinafter "County") and RDG IA, Inc d/b/a RDG Dahlquist Art Studio, 512 Elm Street, Des Moines, Iowa 50309 (hereinafter "Artist"). The County and the Artist may be collectively referred to herein as the "Parties".

The County and the Artist, for the consideration herein set forth, agree as follows:

SECTION I - SCOPE OF SERVICES BY ARTIST

A. Design, Fabrication, Delivery and Installation

1. Artist will design, engineer, fabricate, deliver and install site-specific exterior sculptures to be placed on the grounds of the Adams County Human Services Center, located at 11860 North Pecos Street, Westminster, Colorado (hereinafter "Site"), consistent with the work described more fully in the proposal submitted on June 19, 2017, accepted by the County on July 10, 2017, and attached hereto and incorporated herein by reference as Exhibit A (hereinafter "Work").

2. Artist will be solely responsible for the creation, transportation, delivery and installation of the Work at Artist's expense. The Work will be installed at the specific site. Artist will be responsible for all costs and expenses such as, permits, liability insurance, Worker's Compensation insurance, project documentation, travel expenses, consultant's fees, artist's fees, unexpected expenses, and any other costs of any kind. Any extra ordinary requirements will be at Artist's expense.

3. Artist will deliver and install the Work at Site no later than December 31, 2018.

4. County is responsible for footings / foundations and providing power to location for project. The Artist will provide all necessary engineering and construction documents sufficient to acquire all permits and support the Work.

5. Artist will provide a maintenance manual and cleaning instructions to County.

6. Artist warrants that the Work will be structurally sound in its environment. Artist will consult with a structural design engineer, if necessary, to determine appropriate means of securing the installation.

7. Artist guarantees that the Work is original and a substantially similar work has not and will not ever be placed within 100 miles of Site.

8. Artist will take reasonable and appropriate efforts to coordinate with County to ensure that the delivery and installation does not unreasonably interfere with County Services at location of Work.

B. Post-Installation

1. Artist will provide to County written instructions for appropriate maintenance and preservation of the Work.

2. County will provide and install an identification plaque for the Work, as designed by the Artist, if requested, which will include information, such as appropriate names, approved by the County. The plaque will be of such medium and design as to be descriptive of and appropriate to the Work itself and the permanent location of the Work.

3. Artist will advise County in writing or e-mail when all services required as contained in paragraphs numbered 1 through 5 of Subsection A, above, have been completed.

4. Title of ownership of the Work shall pass to County upon final acceptance of the Work by County.

SECTION II - RESPONSIBILITIES OF THE COUNTY

A. County shall provide access to the Site and, at the County's expense, all information and instructions as necessary or requested by Artist to enable Artist's performance under this Contract. Information includes, but is not limited to: site survey, geotechnical report, and location of utilities. The Artist may use such information and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Artist shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the County and / or the County's consultants and contractors.

B. County shall pay Artist according to the Compensation and Payment Schedule set forth in Section III below.

C. County shall, within seven (7) calendar days, notify Artist in writing of its final acceptance of the Work. Acceptance shall be determined solely by County and shall constitute County's acknowledgement that the Work has been completed according to the terms of this Contract.

SECTION III - COMPENSATION AND PAYMENT SCHEDULE

A. County shall pay Artist a fee for designing, fabricating, delivering and installing Work and for post-installation services described in this Contract. Artist budget attached hereto as Exhibit B. Artist shall accept said fee as full payment for materials and those services. The fee shall be in the amount of Three Hundred Thousand Dollars (USD \$300,000).

B. The fee described in paragraph A, above, shall be paid in the following installments, expressed as percentages of such fee:

1. 5% (USD \$15,000) upon executed agreement
2. 15% (USD \$45,000) upon concept approval
3. 10% (USD \$30,000) upon engineering submittal
4. 20% (USD \$60,000) upon start of fabrication
5. 15% (USD \$45,000) upon 50% of fabrication
6. 15% (USD \$45,000) upon 100% of fabrication
7. 10% (USD \$30,000) upon delivery and installation
8. 10% (USD \$30,000) upon acceptance by the County.

C. The first payment will be made after all parties have signed this Contract. Artist shall submit a billing or invoice to County after completion of each stage outlined in paragraph B. Final payment will be made upon determination by County that there has been full compliance with the terms of this Contract.

SECTION IV - TIME OF PERFORMANCE

A. The County and Artist are aware that many factors outside the Artist's control may affect the Artist's ability to complete the services to be provided under this Agreement. The Artist will perform these services with reasonable diligence and expediency consistent with sound professional practices. The Artist shall prepare and submit for County approval a schedule for the performance of the Artist's services. This schedule shall include reasonable allowances for review and approval times required by the County, performance of the services by the County's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project requested by the County, or for delays or other causes beyond the Artist's reasonable control.

B. County shall grant a reasonable extension of time to Artist in the event there is a delay on the part of County in performing its obligations under this Contract or if conditions beyond Artist's control or act of God render timely performance of Artist's services impossible. Failure to fulfill contractual obligations due to conditions beyond the reasonable control of either party will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Time is of the essence for the performance of Artist's obligations pursuant to this Contract.

SECTION V - WARRANTIES

A. Warranties of Title

1. Artist represents and warrants that:
 - a. Work is solely the result of the artistic and creative effort of Artist;

- b. Except as otherwise disclosed in writing to County, Work is unique and original and does not infringe upon any copyright; and
- c. Work has not been accepted for sale elsewhere; and
- d. Work is free and clear of any liens from any source whatsoever.

B. Warranties of Quality and Condition

- 1. Artist represents and warrants that:
 - a. Work, as completed, will be free of defects in materials and workmanship, including inherent vice. "Inherent vice" refers to any quality within the material or materials which comprise Work which, whether alone or in combination, results in the tendency of Work to destroy itself;
 - b. Reasonable maintenance of Work will not require procedures substantially in excess of those described in the maintenance recommendations submitted by Artist to County according to paragraph B(1) of Section I of this Contract.

C. Warranty Breach/Expiration

The warranties described in Section V of this Contract shall survive for a period of two (2) years after the final acceptance of the Work by the County. The County shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the County, and at no cost to the County, remedy reasonably and promptly the breach of any such warranty consistent with professional conservation standards (including, for example, repair or re-fabrication of the Work).

SECTION VI - REPRODUCTION RIGHTS

A. Artist may place a copyright notice on the Work in the form and manner required to protect copyrights in the Work under United States copyright law. If the copyright is registered with the United States Copyright Office, Artist shall provide County with the copy of the application for registration, the registration number, and the effective date of registration. Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., and all other rights in and to Work except ownership and possession.

B. If a copyright is perfected and registered, all publications by County concerning the Work shall contain a credit to Artist and a copyright notice substantially in the following form: "Copyright, RDG Dahlquist Art Studio, (date of publication)."

SECTION VII - ARTIST'S RIGHTS

A. Maintenance

County recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. County will assume responsibility for regular maintenance according to the instructions provided by Artist to County, pursuant to paragraph B (1) of Section I of this Contract. County shall reasonably protect and maintain Work against the ravages of time, vandalism and the elements.

B. Repairs and Restoration

1. The costs associated with repairs and restoration outside of the warranties provided in Section V in this Contract shall be borne by County. County shall consult with Artist as to recommendations with regard to all repairs and restoration made during Artist's lifetime. Following the death or incapacity of Artist, County shall consult with the director of conservation appointed by Artist if Artist or his estate has advised County of such appointment, or if County has not been notified of such appointment, secure a bona-fide expert in conservation relative to the scale and media of the artwork in question. To the extent practicable and in accordance with recognized principles of professional conservation, Artist, or his representative, shall be given the opportunity to accomplish such repairs and restoration and shall be paid a reasonable fee for such services.

2. At any point after delivery and installation of Work, Artist may inspect Work and shall notify County in writing of the necessity of any repairs. After consulting with Artist, County shall make the final determination of whether repairs are needed.

C. Alteration of Work or Site

1. County shall not intentionally alter, modify, change, destroy or damage the Work without consulting Artist.

2. In the event of any alterations or damage to the Work, whether intentional, accidental, within or without the control of County, or otherwise, Artist shall have, in addition to any other remedies he may have in law or equity under this Contract, the right to disclaim authorship of Work, and upon written request of Artist to County, County shall remove any identification plaques at its own expense. Artist may take such other actions he may choose in order to disavow the Work.

3. County shall notify Artist of any proposed significant alteration of Site that would affect the intended character and appearance of the Work. County shall consult with Artist in the planning and execution of any such alteration.

D. Permanent Record

1. County shall maintain on permanent file a record of this agreement and of the location and disposition of the Work.

E. Artist's Address

1. Artist shall notify County of changes in his address. If failure to do so prevents County from locating Artist, such failure shall be deemed a waiver by Artist of the right subsequently to enforce provisions of Section VII of this Contract that require the express approval of Artist. Notwithstanding this provision, County shall make every reasonable effort to locate Artist when matters arise relating to Artist's rights.

F. Resale Royalty

1. County agrees that if in the future, Work is sold during a 20 year term once the County receives the Work; County shall within sixty (60) days of that sale pay Artist a sum equal to fifteen percent (15%) of the appreciated value of Work. For the purposes of this Contract, appreciated value shall mean the actual sale price received by County for Work less the original purchase price as stated in this Contract. Nothing in this Contract shall be construed to impose any obligation on County as to the method of sale or disposal of Work.

G. Surviving Covenants

1. The covenants and obligations set forth in Section VII of this Contract shall be binding upon the parties, their heirs, executors, assigns, and all their successors in interest, and County's covenants shall attach to and run with Work and shall be binding to and until twenty (20) years after the death of Artist. County shall give any subsequent owner of the Work notice in writing of the covenants herein and shall cause each owner to be bound thereby.

SECTION VIII - ARTIST AS INDEPENDENT CONTRACTOR

Artist performs all work under this Contract as an independent contractor and not as an employee of County. Artist shall be solely and entirely responsible for his acts and the acts of his employees, agents, servants, consultants and subcontractors during the performance of this Contract. No employee, agent, servant, consultant or subcontractor of Artist shall be deemed to be an employee, agent, servant, consultant or sub-contractor of County because of the performance of any work under this Contract. Artist, at his expense, shall procure and maintain workers' compensation insurance as required by law pursuant to the Workers' Compensation Act, Section 8-40-202(2)(b)(IV), C.R.S., as amended. Artist understands that he and any and all of his employees, servants, agents, consultants and sub-contractors are not entitled to workers' compensation benefits from County. Artist further understands that he is solely obligated for the payment of income tax in the country of his residence on any moneys earned pursuant to this Contract.

SECTION IX - NONDISCRIMINATION

Artist shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, gender or national origin. Artist agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION X - INDEMNIFICATION

Artist agrees to indemnify and hold harmless County, its officers, agents, and employees for, from, and against any all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of Artist's negligent performance of professional services pursuant to the terms of this Contract.

SECTION XI - ASSIGNMENT OF WORK

The work and services required of Artist are personal. Therefore, the artistic elements of the Artist's work and services shall not be assigned, sublet or transferred. This shall not prohibit Artist from employing qualified personnel who shall work under his supervision, and also shall not prevent Artist from entering into subcontracts for non-artistic elements of the work and services.

SECTION XII - MODIFICATION

No alteration, change or modification of the terms of this Contract shall be valid unless made in writing and signed by both parties hereto.

SECTION XIII - MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Contract. The parties agree that the jurisdiction and venue for any disputes arising under this Contract shall be in Adams County, Colorado.

B. Compliance with Laws

During the performance of this Agreement, Artist strictly agrees to adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with Section 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended Section 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present.

C. Record Retention

Artist shall maintain records and documentation of the services and work provided under this Contract, including fiscal records, and shall retain the records for a period of three (3) years from the date of this Contract. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state or County personnel.

D. Waiver

Waiver of strict performance or the breach of any provision of this Contract 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.

E. 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, tornadoes, or other acts of God.

F. Integration of Understanding

This Contract 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.

G. Severability

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of this Contract shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

H. Legal Authority

Each party represents and warrants that it has the power and ability to enter into this Contract, to grant the rights granted herein, and to perform the duties and obligations herein described.

I. Notice

Any notices given under this Contract are deemed to have been received and to be effective three days after the same shall have been mailed by certified mail, return receipt requested; or immediately upon hand delivery; email with Read Receipt; or immediately upon receipt of confirmation that a facsimile was received. For purposes of this Contract, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Office of Cultural Affairs
4430 South Adams County Parkway
Brighton, Colorado 80601
grodriguez@adcogov.org
Phone: (720) 523-6846
Fax: (720) 523-6120

For the Artist: RDG IA, Inc d/b/a RDG Dahquist Art Studio
512 Elm Street
Des Moines, Iowa 50309
(515) 284-1675
ddahlquist@rdgusa.com
mniebuhr@rdgusa.com

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

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

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

three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

K. TERMINATION

For Cause: If, through any cause, either party fails to fulfill its material obligations under this Agreement in a timely and proper manner, or either party violates any of the material covenants, conditions, or stipulations of this Agreement, the non-breaching party shall thereupon have the right to terminate this Agreement, upon giving written notice to the breaching party at least 15 days in advance of such termination and specifying the effective date thereof.

For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the Artist, which notice shall be given at least thirty (30) days prior to the effective date of the termination.

In the event of termination of this Agreement by either party, either for cause or for convenience, the County shall, within fifteen (15) calendar days of termination, pay the Artist for all services rendered and all reimbursable costs incurred by the Artist up to the date of termination, in accordance with the payment provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date


ATTEST: STAN MARTIN
CLERK AND RECORDER

Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

ARTIST:



Patrick F. Dunn, PLA, ASLA, LEED® AP
Principal

Oct 2, 2017
Date

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

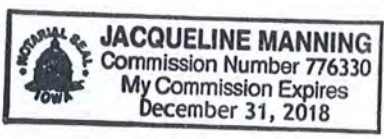
COUNTY OF Polk)

STATE OF Iowa)SS.

Signed and sworn to before me this 7th day of October, 2017,

by Jacqueline Manning

Notary Public



My commission expires on: 12.31.2018

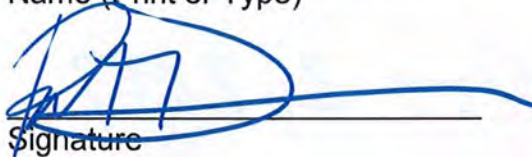
ARTIST'S CERTIFICATION OF COMPLIANCE

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

ARTIST:

RDG IA, inc. dba. Oct 2, 2017
Company Name RDG PLANNING & DESIGN. Date

PATRICK DUNN.
Name (Print or Type)


Signature

PRINCIPAL
Title

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





**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: PRC2017-00006

CASE NAME: Colorado Cleanup Recycling Facility

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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board County Commissioners

November 14, 2017

Exhibit 1-Staff Report

CASE No.: PRC2017-00006	CASE NAME: Colorado Cleanup Recycling Facility
Owner's Name:	Mike Vaughn
Applicant's Name:	Colorado Cleanup Corporation
Applicant's Address:	16 Inverness Place East, Bldg D, Suite 100, Englewood, CO 80112
Location of Request:	12575 Tucson Street
Nature of Request:	1) Conditional use permit to operate a recycling facility in the A-3 zone district; 2) Overheight stacking to allow material up to 20 feet in height.
Zone District:	Agriculture-3 (A-3)
Site Size:	Approximately 4.83 acres
Proposed Uses:	Recycling Facility
Existing Use:	Agricultural
Hearing Date(s):	PC: October 26, 2017/ 6:00 pm
	BOCC: November 14, 2017/ 11:30 am
Report Date:	October 27, 2017
Case Manager:	Emily Collins
PC and Staff Recommendation:	Denial with 17 findings-of-fact

SUMMARY OF PREVIOUS APPLICATIONS

On April 10, 2013, the County issued a notice of violation for outdoor storage on the property.

On August 26, 2013, the applicant attended a conceptual review meeting to discuss existing uses, including outdoor storage of aggregate materials and occasional crushing (recycling) on the property.

The applicant and County staff met several times between August 2013 and October 2015 to discuss operations on the property and required applications to authorize the use of the property for recycling.

On October 6, 2015, the applicant submitted an application for a conditional use permit to allow a recycling facility on the property.

On November 6, 2015, the Director of Community and Economic Development administratively rejected the application for recycling as the description of the use showed it to be outdoor storage and not recycling. Per section 3-07-01 of the Development Standards and Regulations, outdoor storage is prohibited in the A-3 zone district.

On November 10, 2015, a zoning violation trial was held in the Adams County District Court for utilizing the property without approved permits. The Court reached a decision at this trial and allowed the applicant to appeal the administrative decision to the Board of Adjustment.

On November 16, 2015, the applicant submitted an appeal of the administrative decision to the Board of Adjustment.

On January 21, 2016, the Board of Adjustment approved the appeal of the administrative decision and overturned the Community and Economic Development Department's decision to reject the application to allow the applicant to submit a conditional use permit for recycling and outdoor storage on the property.

SUMMARY OF APPLICATION

Background:

The applicant, Colorado Cleanup Corporation, leases approximately 4.83 acres on the subject property. The subject request is to allow a construction and demolition recycling facility as well as outdoor storage and stacking of up to 20 foot tall aggregate material piles on the property. According to the application, Colorado Cleanup has been operating on this site for the last twelve years without an approved permit.

As part of the subject request, the applicant submitted a design and operations plan describing activities associated with the proposed recycling facility, including types of accepted materials, crushing and screening operations, mitigation measures, and disposal and reclamation procedures for the site. The main types of materials proposed for crushing and storage on the property are concrete and asphalt materials from demolished structures, buildings, roadways, and parking surfaces. Some of the materials proposed for storage on the site also include residuals from recycling operations on the property. According to the applicant, only clean materials that excludes rebar, mesh, or other related materials, will be accepted onto the site. All materials accepted on the site will be separated into material-specific piles and processed within one-year period. In addition, the applicant stated a Certified Asbestos Building Inspector will inspect all materials planned to be transported onto the property prior to demolition. This is to ensure such materials are free of environmental contaminants. Further, personnel with the company will review testing reports prior to accepting any materials on the property to ensure the materials are clean.

The proposed use also includes occasional recycling and crushing operations on the property. However, these recycling operations will not exceed 20 days per year. According to the project

description, a mobile crusher will be used for the crushing and recycling operations on the property. The management plan provided with the application shows windscreen fencing and water suppression (water truck) will be used to mitigate any dust emanating from crushing activities on the property. The crushing activities are proposed to occur between the hours of 7 am and 6 pm. As part of the subject request, the applicant submitted a noise impact plan. According to this plan, the mobile crusher to be used for crushing operations has a sound pressure level of 113 decibels when measured at a distance of one foot from the machine. However, sound levels from the mobile crusher when measured at the nearest school building and residential structure will not exceed the County's regulations for maximum permissible sound pressure levels of 55 decibels allowed for residential areas. The school is located approximately 806 feet from the proposed site. The nearest residential structure is located approximately 864 feet from the property.

The applicant also provided a Traffic Impact Study (TIS) with the application. According to the TIS, the recycling facility will generate approximately 24 daily week day trips, with a majority of the trips occurring in the morning. The applicant also provided a landscape and screening plan for the use. This plan shows approximately 23, 199 square feet of landscape area, which equates to 11% of the total site area. The plan shows 53 trees and 142 shrubs will be installed. This conforms to Section 4-16 of the County's Development Standards. Irrigation for the proposed landscaping will be through watering trucks. An eight foot chain link fence with plastic privacy slats is also proposed to be constructed on the perimeter of the site to screen the outdoor storage materials.

Site Characteristic:

The subject property is approximately 101 acres and located south of E-470, east of Highway 85, north of 124th Avenue and west of Tucson Street. A majority of the property is vacant and utilized for agricultural purposes. Approximately 4.83 acres of the southwestern section of the site will be used for the subject conditional use permit.

A portion of the northeastern section of the site is located in the Natural Resource Conservation Overlay (NRCO). Per Section 3-38 of the County's Development Standards, the purpose of the NRCO is to provide for protection of natural, wildlife, agricultural, and cultural resources; and to preserve and enhance the quality of life for County residents. The general locations of the NRCO district are (1) important wildlife areas; (2) designated floodplains and associated riparian areas; and (3) important reservoir sites to provide wetlands and other habitat areas. The area of the subject site located in the NRCO is adjacent to a floodplain, and follows the Fulton Ditch. This floodplain is located on the eastern side of the ditch. The subject recycling area will be located on the western side.

Currently, access to the site is taken from E. 124th Avenue and traverses through the Henderson Elementary School property and across the Fulton Ditch. School District 27J provided documentation of a proposed access easement agreement between the District and the applicant. According to the documentation, the applicant is required to obtain approved permits from the County. However, the agreement allows the applicant to continue using the access while seeking permit approvals from the County.

There are multiple piles of aggregate materials, including concrete, asphalt, and related debris, on the property. There are also temporary sanitation facilities, a number of industrial equipment and trucks, and temporary structures currently stored on the property.

Development Standards and Regulations Requirements:

The subject property is zoned Agriculture-3 (A-3). This district is intended to provide land primarily in holdings of at least 35 acres for dryland or irrigated farming, pasturage, or other related food production uses. Per Section 3-10-04-05 of the County’s Development Standards and Regulations, recycling facilities require approval of a conditional use permit in the A-3 zone district. Recycling facilities are defined as *“operators and owners claiming exclusion from Certificate of Designation Regulations by operating facilities, or sites, receiving solid waste materials, for the purpose of processing, reclaiming, or recycling solid waste materials. The exclusion requires submittal of a design and operations plan to the Community and Economic Development Department, which will be reviewed in accordance with the recyclable materials criteria”*.

Per Section 11-02-449 of the County’s Development Standards, recyclable materials are defined as *“A type of material subject to reuse or recycling. Recyclable materials include metal, glass, cloth, paper, plastic, or any other material which presently has a commercial use or value as a commodity, raw material, or feedstock and is intentionally separated from a waste stream for reprocessing or remanufacture. Recyclable materials do not include any material meeting the definition of a hazardous waste under Section 25-15-101(6), CRS, any material meeting the definition of an infectious waste under Section 25-15-402(1), CRS, any material meeting the definition of a putrescible waste, or any other materials likely to contaminate ground water, create off-site odors, or otherwise pose a threat to human health or the environment as a result of processing, reclaiming, recycling, storage prior to recycling, or use of the material*

Per Section 11-02-282 and 11-02-394, outdoor storage is categorized as an industrial use and is defined as *“the storage of materials or inventory naturally and normally incidental to the primary use of a property limited to the primary user of the property, and located on the same lot with the primary use. Accessory storage shall not include vehicles, which can be driven off the property under their own power and are licensed to be driven on public rights-of-way. Merchandise for sale or lease shall not be considered accessory storage, except storage of gravel, rock, recycled asphalt, or other landscaping materials shall be considered outdoor storage.”*

Conditional Use Permit:

Section 2-02-08-06 of the County’s Development Standards and Regulations outlines the criteria for approval of a conditional use permit. These include compliance with the County’s Development Standards and Regulations; compatibility with the surrounding area, addressing all off-site impacts, and compliance with all performance standards. In addition, the proposed use shall be harmonious with the character of the neighborhood, and must not be detrimental to the immediate area, not detrimental to the future development of the area, not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The conditional use shall not result in excessive traffic generation, noise vibration, dust, glare, smoke, fumes, gas, odors,

or inappropriate hours of operation. Further, the site must be suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.

In addition, Section 2-02-08-07-03 and Section 2-02-08-07-05 of the County's Regulations outline additional criteria for approval of recycling facilities and outdoor storage. These include demonstrating a need for the proposed recycling facility or outdoor storage, compatibility with the surrounding area, consistency with the Comprehensive Plan and zone district requirements, compliance with all health standards as provided by Colorado Department of Public Health and Environment (CDPHE) and Tri-County Health Department. The use must also not impact the health and welfare of the surrounding community, and aesthetics must be considered in the site design as well.

Recycling facilities may be permitted in the A-3 zone district through approval of a conditional use permit. The purpose of a conditional use permit is to evaluate a proposed use for consistency with the applicable zone district, the Comprehensive Plan, and compatibility with surrounding development. The subject request is not compatible with the purpose of the A-3 zone district. Per Section 3-10 of the County's regulations, the purpose of the A-3 zone 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. Per Section 3-07-01 of the County's Development Standards, recycling facilities are classified as heavy industrial uses and operations associated with such uses are often incompatible with lesser intensity developments, such as agricultural and residential uses that are permitted in the A-3 zone district. Such incompatibility arises from noise, odor, dust, traffic, and hours of operation associated with industrial uses.

According to the applicant, the facility will be designed to mitigate any nuisances that may be associated with the project. In addition, the site will be surrounded by screen fencing and landscape to provide visual aesthetics and security. Although the applicant is proposing certain performance standards to reduce impacts of the conditional use permit, such standards are inadequate to mitigate impacts to surrounding properties due to intensity of the use and proximity to residential dwellings, as well as a functioning elementary school. Per Section 2-02-08-01 of the Development Standards, the purpose of a conditional use permit is to ensure that a proposed use conditionally permitted in a zone district will be compatible with the surrounding area, as well as character of the neighborhood, and not detrimental to the health, safety, or welfare of inhabitants of the surrounding area. The intensity of the use and associated nuisances makes such industrial use incompatible with the surrounding residential developments and the school. In addition, heavy equipment and trucks associated with the use and accessing the site through a school site further results in incompatibility of the use with the surrounding area.

The site has also been operating for a period of time without an approved permit. Section 4-10-02-04-07 of the County's Development Standards and Regulations outlines specific performance standards for recycling facilities. These standards include screen fencing, traffic and nuisance control plans, maintaining a neat and orderly site appearance, and compatibility with the surrounding area. Section 4-10-02-04-09 outlines requirements for outdoor storage uses including screen fencing and maximum height of materials, which cannot exceed the height of the screen fence. Currently, operations on the property do not meet the performance standards. There is no screen fencing on the property, outdoor storage piles on the property exceed the

height of the existing chain link fence, and the site is not maintained in a clean and orderly manner. There is also no landscape buffer screening the property from adjacent uses. The applicant submitted a landscape plan with the subject application; however, the proposed landscape will be inadequate to screen the proposed 20 foot pile heights of outdoor storage on the property.

From the site plan submitted with the application, the majority of the 4.83 acre site area will be used for outdoor storage of aggregate materials. Per Section 3-07-01 of the County's regulations, outdoor storage is a prohibited use in the A-3 zone district. In a recent site visit, staff found the stock piles on the property appear to consist of construction demolition materials including concrete, sand, gravel, and asphalt. Storage on the site also includes industrial equipment, trucks, shipping containers, and a temporary construction trailer. There are no approved building permits for these uses on the property. The perimeter of the site is surrounding by a chain link fence and tall weeds. The subject site is visible from multiple adjacent residences, as well as the elementary school. The existing site conditions and proposed use, including concrete crushing activities, are not compatible with the surrounding area, the Agriculture-3 zone district, or the criteria of approval for a conditional use permit.

Future Land Use Designation/Comprehensive Plan:

The subject property is designated as Urban Residential in the County's future land use map. Per Chapter 5 of the Adams County Comprehensive Plan, Urban Residential areas are intended to provide areas for single and multiple family housing, typically at urban densities of one dwelling per acre or greater. These areas are intended to provide for development of residential neighborhoods with a variety of housing types, with adequate urban services and transportation facilities.

A majority of the surrounding properties to the north of the subject site are designated as Local District Mixed Use or Agricultural. The goals of the Local District Mixed Use future land use include providing areas for concentrated food cultivation, processing, and distribution and encouraging residential and/or tourism development compatible with agricultural uses. The properties to the west are under the jurisdiction of the City of Brighton and developed with light industrial uses. The properties to the south are designated as Estate Residential future land use and developed with single-family housing. The properties to the east are designated as Local District Mixed Use, Estate Residential, or Parks and Open Space. These surrounding properties are developed with single-family residential uses. In addition, the City of Brighton Henderson Elementary is located adjacent to the subject property to the south.

The subject request is also inconsistent with the goals of the Comprehensive Plan Urban Residential future land use designation. Per Chapter 5 of the County's Comprehensive Plan, Urban Residential future land use designated areas are intended to provide for single and multiple family housing. The subject request is to allow a heavy industrial use including outdoor storage of construction demolition materials of up to twenty feet in height, as well as recycling on the property. Because of the heavy industrial nature of recycling facilities and associated impacts such as noise, dust, vibration, and heavy traffic, the proposed use will be incompatible with the goals of the County's Comprehensive Plan for Urban Residential.

Surrounding Zoning Designations and Existing Use Activity:

Northwest City of Brighton Light Industrial	North A-3 Vacant	Northeast A-3 Vacant
West City of Brighton Light Industrial	Subject Property A-3 Agricultural	East A-3 Single Family
Southwest I-I Office	South City of Brighton Institutional (School)	Southeast A-1 Single Family

Compatibility with the Surrounding Land Uses:

The surrounding properties to the south and east of the subject property are developed as single-family residential. In addition, the property directly to the south of the subject site is developed as the Henderson Elementary School. From the application documents, the facility will be designed to mitigate potential impacts such as noise, odor, dust, or light pollution. Further, the site is proposed to be surrounded by screen fencing and landscape to provide visual aesthetics and security. Although these mitigation measures generally reduce impacts of such use, the proximity of the use to an existing school and residential dwelling create a challenge that cannot be adequately mitigated to protect the health and safety of the surrounding residents.

In addition, public comments received during the review and referral period indicate the recycling facility has been a nuisance to the surrounding residents for the past twelve years of operation. Some of the concerns expressed include unsuitable hours of operation, use of loud machinery, trucks, and equipment, untidy site appearance, traffic congestion, and dust emanating from operations on the site. There were also several concerns with effects of the operation on the children attending Henderson Elementary School.

Referral Comments:

Adams County Development Review staff identified the use as incompatible with the surrounding properties due to its proximity to single-family residential, a school and potential impacts to the Natural Resource Conservation Overlay (NRCO) area. Section 4-11-02-03 of the County’s Development Standards requires a resource review for all development proposals that disturb one acre or more in the NRCO designated area. A Resource Review was not required with this application as the area of the site in the NRCO is less than one acre.

Xcel Energy, Colorado Department of Transportation, Colorado Department of Public Health and Environment, and United Power reviewed the request and had no concerns.

Tri-County Health Department reviewed the request and had several comments on the design and operations plan. The review recommended the applicant to include health and safety measures such as

a vector (rodent) control plan, abide with above ground fuel storage tank regulations, provide adequate sanitation, and follow best practice for wastewater management to prevent contamination of the Fulton Ditch. Tri-County also requested the CDPHE Air Quality Control Permit (AQCP) number for the mobile crusher to be included in the operations plan. Tri-County also commented that the applicant should investigate and determine if water wells are present in the immediate vicinity of the site and ensure protection of the well from contamination. The applicant responded to Tri-County comments. Staff obtained information from Tri-County that the applicant does not have to submit additional information for proof of adequate sanitation facilities or the vector control plan. However, the applicant did not respond to Tri-County comments regarding above ground fuel storage, water wells, or ACQ permit information.

Brighton Fire Rescue District reviewed the request and provided information on the minimum fire access road requirements. The applicant obtained confirmation from the Fire District that the access to the site meets the Fire District's safety criteria. The requirements for safety include road width, surface material, and turnaround provisions.

School District 27J reviewed the request and provided documentation of a proposed access easement agreement between the District and the applicant dated August 27, 2013. The terms of approval require the applicant to obtain any required County permits; however, they agreement also allowed the applicant to continue utilizing the access while working with the County to obtain approval for the use.

Planning Commission Update:

The Planning Commission (PC) considered this case on October 26, 2017 and recommended denial of the request in a five to two vote (5-2). Commissioners Montoya and Jalil were the dissent votes. At the hearing, the PC asked the applicant if any permits had been obtained from the County to operate the facility. The applicant stated their operations in the City and County of Denver do not require permits and they were unaware of any permitting requirements until the County issued them with a notice of violation in 2013. The Planning Commission asked the applicant to explain how the subject site was selected for the proposed operations. As well as a description of the crushing operations and associated materials to be accepted onto the site, the origin of the materials, likely contaminant testing procedures, and noise levels generated by the crusher.

The applicant stated the site was selected due to its proximity to their office located directly west of Henderson Elementary School's property at 11983 E. 124th Avenue. The applicant further explained to the PC that the concrete and asphalt recycled on the property will be/are obtained from a variety of construction sites throughout the Denver Metro area and primarily consists of buildings or parking lots. He also informed the PC that a certified Industrial Hygienist will inspect all demolition material to be brought onto the site for asbestos and provides reports to the Colorado Department of Public Health and Environment. In addition, only material certified to be free of contaminants will be accepted onto the subject site. The applicant also stated all federal, state, and Occupational Safety and Health Administration (OSHA) standards will be strictly followed, including exposure assessments and dust monitoring during crushing operations. The applicant further informed the PC that crushing operations would likely occur once or twice a year for one week and the mobile crusher used for the operation is rented and the cost for the rental limits the frequency of crushing operations on the property.

The PC further asked the applicant if the outdoor materials could be stored in lower pile heights to comply with the County's visual screening requirements. The applicant responded that piles could not be kept less than six feet in height as that would result in storing fewer materials which is not cost effective for the business. Several Planning Commissioners expressed general support for this type of recycling operations in suitable areas of the County. However, they agreed that the location of the proposed use is incompatible with the surrounding area, the zoning designation and the Comprehensive Plan.

During the public testimony section of the hearing, the property owner, Mike Vaughn, expressed his support for the request. Mr. Vaughn stated the applicant has been a responsible tenant during their occupation of the site and the business is a benefit to residents of the County, as well as the development community. There was no other person to speak in favor or opposition to the request.

Staff Recommendations:

Based upon the application, the criteria for approval of a conditional use permit and recycling facility, and a recent site visit, staff and PC recommends Denial of this request with 17 findings-of-fact:

RECOMMENDED FINDINGS OF FACT

1. The conditional use is not consistent with the purposes of these standards and regulations.
2. The conditional use will not comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
3. The conditional use is not 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.
4. The conditional use permit has not addressed all off-site impacts.
5. The site is not suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
6. 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.
7. Sewer, water, storm water drainage, fire protection, police protection, and roads are not to be available and adequate to serve the needs of the conditional use as designed and proposed.
8. There is not a need for the recycling operation for the benefit of Adams County and the proposed end use of the recycled material is a viable marketable material.
9. The request is not compatible with the Adams County Comprehensive Plan, does not comply with the minimum zoning requirements of the zone district in which the Conditional Use Permit is to be granted, and does not comply with all other applicable requirements of the Adams County Zoning and Subdivision Regulations.
10. The applicant has not documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Public Health and Environment, Tri-County Health Department, Fire District, and other relevant agencies.

11. The proposed facility will cause significant traffic congestion or traffic hazards.
12. The request is not compatible with the surrounding area.
13. The site will impact health and welfare of the community based upon specific recycling facility design and operating procedures.
14. There is not a need for the outdoor storage operation for the benefit of Adams County.
15. The request is not compatible with the Adams County Comprehensive Plan, complies with the minimum zoning requirements of the zone district in which the Conditional Use Permit is to be granted, and complies with all other applicable requirements of the Adams County Zoning and Subdivision Regulations.
16. The proposed outdoor storage is not clearly subordinate to a principal use of the property.
17. Aesthetic concerns have not been taken into consideration during the site design and placement of the outdoor storage.

CITIZEN COMMENTS

Notifications Sent	Comments Received
125	11

Notices were sent to all property owners within 2,000-foot radius of the site. Staff received eleven comments all in opposition to the request. The comments and concerns expressed include traffic congestion and traffic safety due to proximity of the use to elementary school and existing residential developments, as well as noise, potential air and water pollution, resulting from crushing operations (air-borne fly ash, silica, and asbestos) on the property. The neighbors also expressed concerns with negative visual aesthetics from with proposed pile heights of storage materials, and other various off-site impacts.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

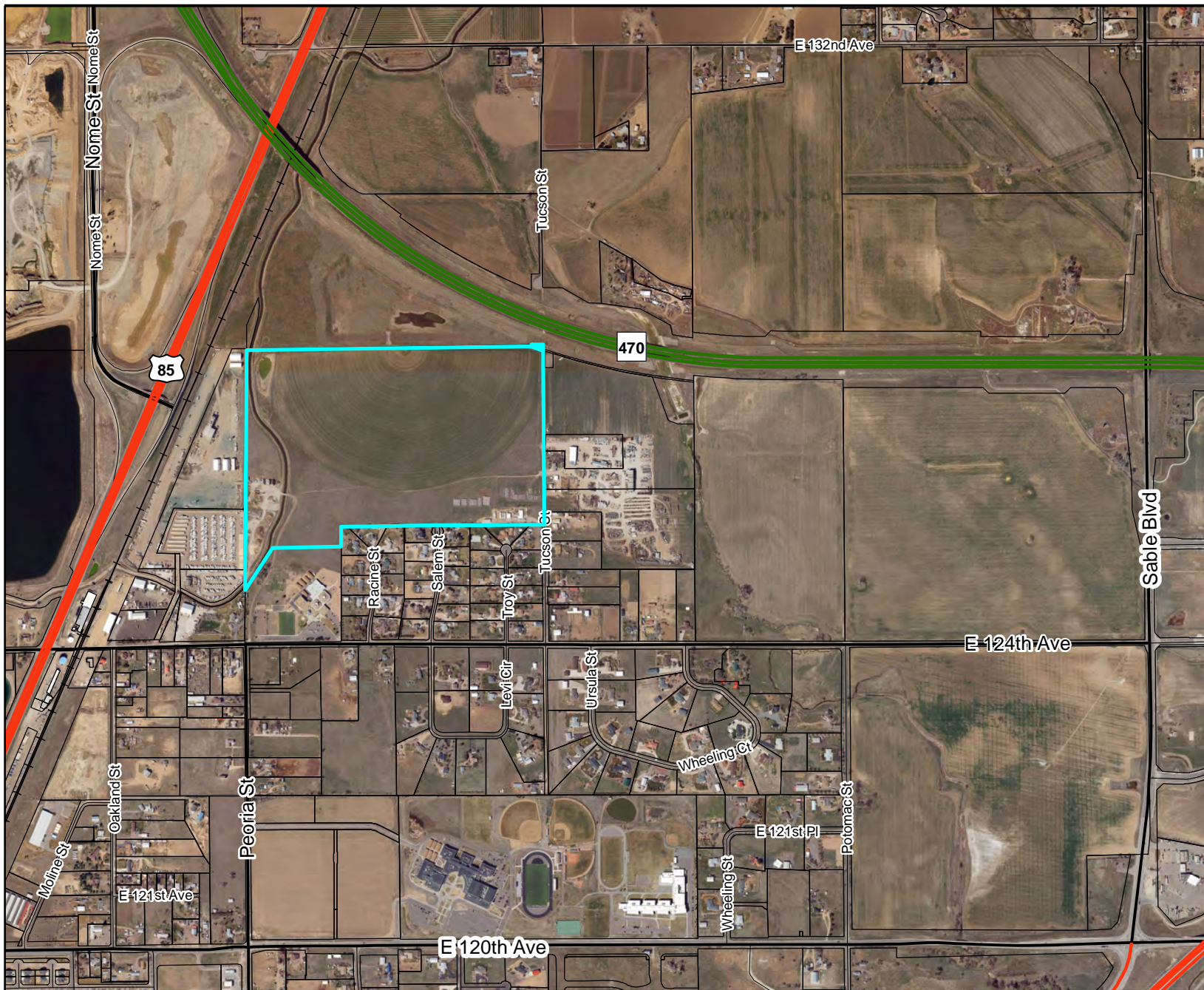
Tri-County Health Department

Responding without Concerns:




























Brighton Fire Rescue
 Colorado Department of Transportation
 Colorado Department of Public Health and Environment
 Xcel Energy
 United Power
 School District 27J

Notified but not Responding / Considered a Favorable Response:

Century Link
 City of Brighton
 Colorado Division of Wildlife
 Comcast
 Metro Wastewater Reclamation
 RTD
 Union Pacific RR



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

Colorado Cleanup Recycling Facility

PRC2017-00006

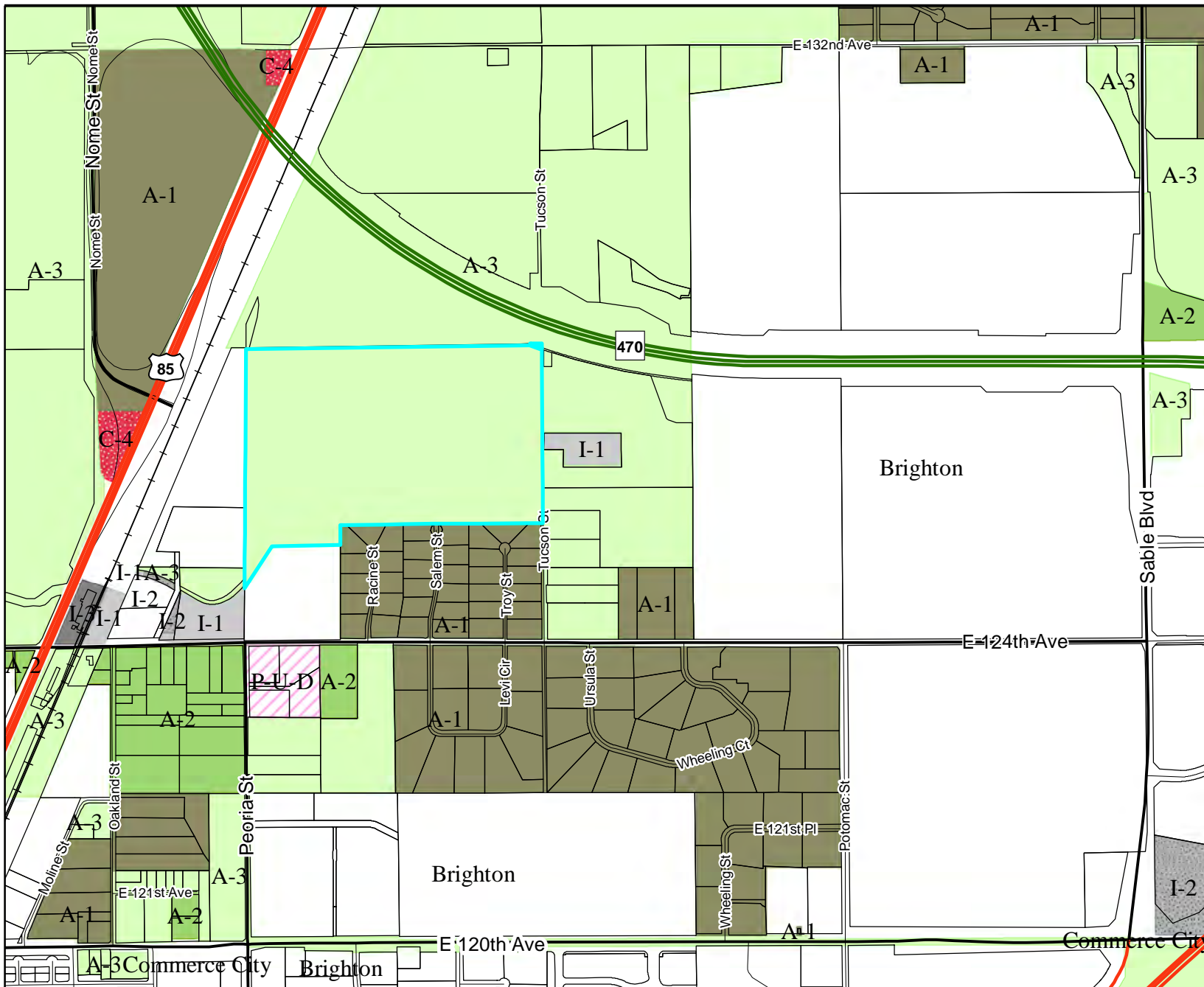
Exhibit 2.1



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- ⊠ Airport Noise Overlay

Colorado Cleanup Recycling Facility
PRC2017-00006

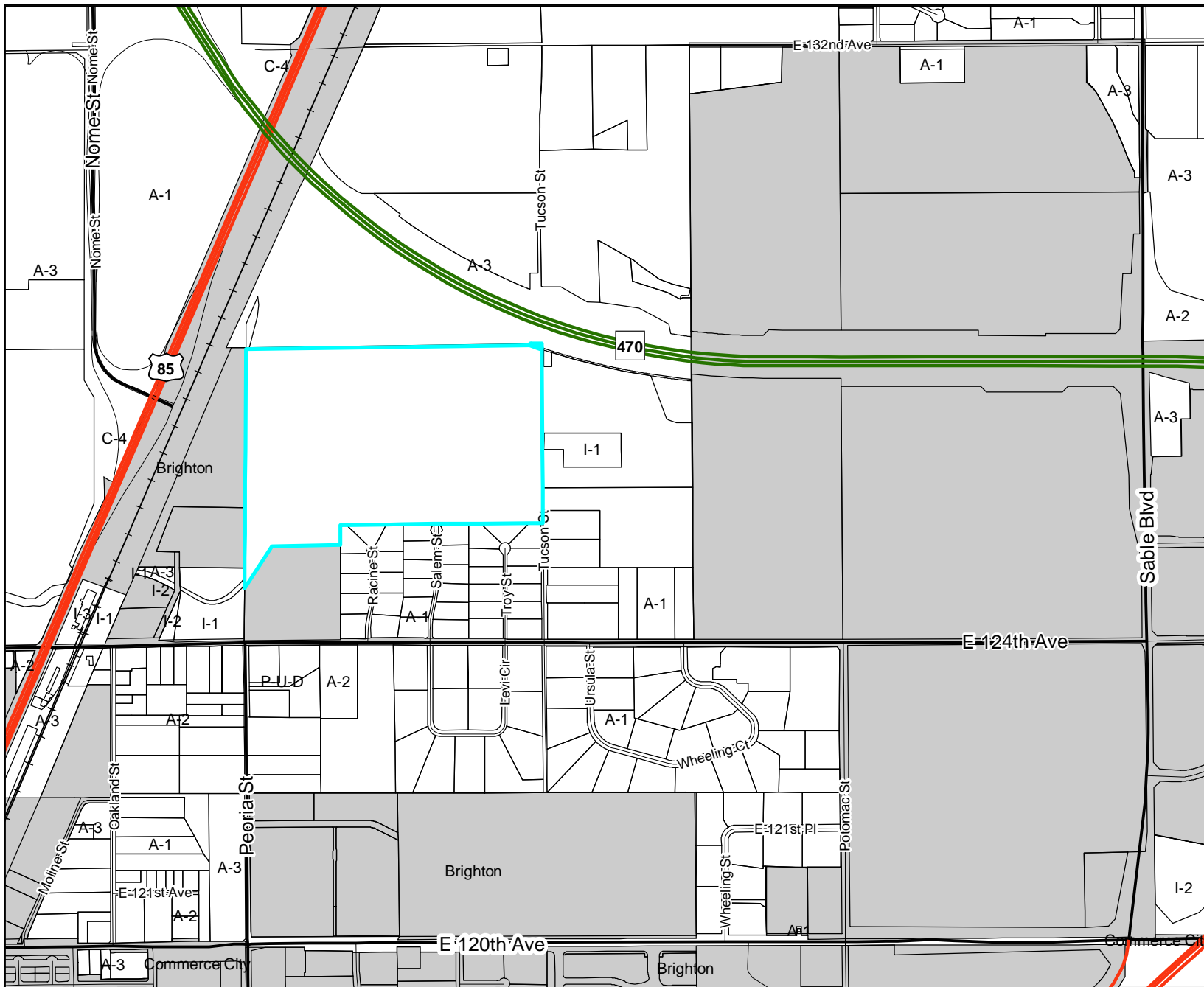
Exhibit 2.2



For display purposes only.



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LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Colorado Cleanup Recycling Facility
PRC2017-00006

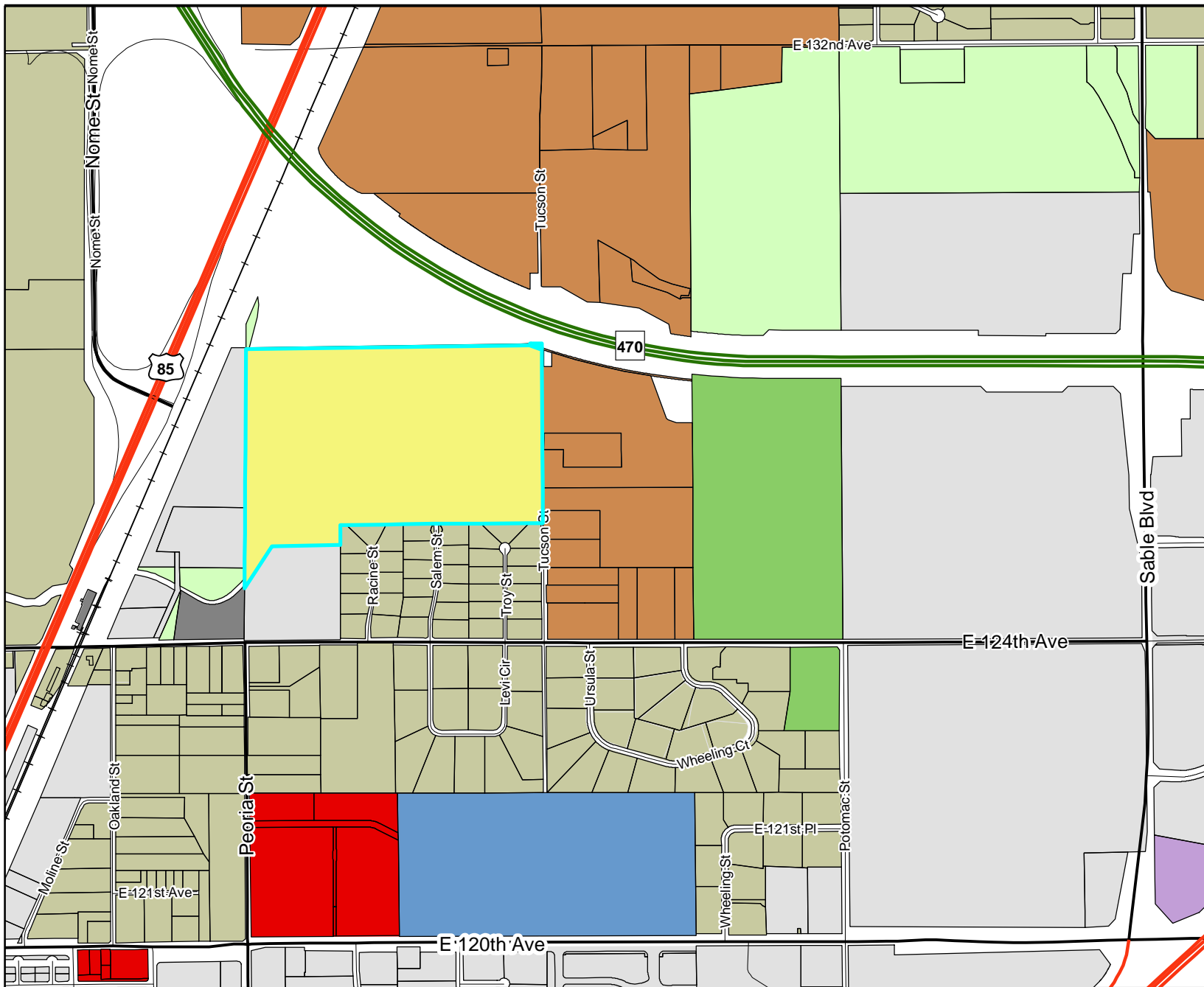
Exhibit 2.3



For display purposes only.



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LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Colorado Cleanup Recycling Facility
PRC2017-00006

Exhibit 2.4



For display purposes only.



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SUBMITTAL ITEM C

EXPLANATION

Colorado Cleanup Corporation is applying for a Conditional Use Permit (CUP) in an A-3 zone district in order to provide for continuation of its recycling operations. When the A-3 zone was changed in Amendment PLN2010-00013 to permit recycling, the change was to allow recycling but only under a Conditional Use Permit rather than an outright rejection of that use, which existed prior to the Amendment. There was no requirement imposed that recycling in an A-3 zone required amendment of the Comprehensive Plan.

The proposed work being done at the site under review is mainly for aggregate recycle and manufacturing of recycled aggregate materials through crushing and screening operation. In order to meet stringent standards set by the LEEDs program; Colorado Cleanup Corporation has recycled concrete, asphalt and aggregate for reuse on other projects within the metro area. This gives the projects we are demolishing or doing earthwork for LEEDs points for tax credits through the LEED program, as well as diverts what would be considered waste in a landfill to green usable solutions for other projects. The materials brought in for recycle includes rock, asphalt and concrete. Our operations include a portable crusher and screening plant that crushes and sizes concrete and asphalt for reuse. Nothing that is stored is ever wasted on the site and no burying or landfilling has or ever will occur on the property. In the rare occurrence waste is generated (i.e. conduit in the concrete or other non-recyclable resources) then it is properly disposed of at a Subtitle D landfill. Access and egress for the project are an existing road on the west side of District 27J's Henderson Elementary property off of 124th Avenue. The road runs north to a bridge (located on the Vaughn property) over the Denver Hudson Canal to the Recycle Yard. CCC made contact with the ditch company and we were told they have no authority to grant any type of easement over the ditch road or the bridge.

The property in question located at 12575 Tucson St. is permitted in zone district A-3 Agricultural. In accordance with the guidelines established by Adams County, our operation is permitted under conditional use. This area has operated as an outdoor recycling and storage yard for our operations for 12 years. The surrounding area is surrounded by industrial use properties and or open fields. A school is located approximately 500 feet away and the closest residence is approximately 800 feet away. The school district is more than aware of our operations and their approval is evident in their willingness to grant an easement over school property for access to the CCC operation as well as their assistance in getting CCC the CDOT access permit. With operations on-going for 12 years, Colorado Cleanup Corporation has had no complaints from residents in the area. The only complaint received was generated from a neighboring industrial property due to an access agreement from a previous owner being nullified by the new operating owner of the property but CCC addressed that complaint by obtaining access via 27J's property. The complaint on use of the property stemmed from the rejected lease terms of the complainants' property and had nothing to do with our actual operations or use of the parcel.

Upon approval of the conditional use, all standards and regulations will be followed and/or brought into compliance accordance with the initial review response. The only exception in which a variance is requested is the maximum height of the stockpiles. Sections 4-10-01-03-09 prohibits outdoor storage from exceeding the maximum height of the fence. With an 8 foot fence being the largest screened fence allowable for the operation, it is not a reasonable request to limit a stockpile height to 8 ft. Our

intention would be to keep all stockpiles less than 20 ft tall or a height mutually agreeable by Adams County and Colorado Cleanup Corporation as to make it feasible, but keep the intentions of standards set forth so that a visible nuisance is not created. If it is determined that an additional Conditional Use needs approved to keep stockpiles higher, then CCC will comply while we await approval of the stockpile height.

The area surrounded by the leased property is of an industrial area. A sandblasting and painting facility is north of the property, Colorado Cleanup Corporation operates to the south, a storage facility to the east and multiple other industrial operations operate within a 1,000 ft radius of the parcel. There is a school southwest of the property and Colorado Cleanup Corporation has been in constant contact with District 27J to gain not just approval but an access agreement from them. We have open communications with Terry Lucero, the COO of School District 27J, and any concerns of our operation will be addressed upon receipt directly with the owner of CCC who is the neighbor of the property. The closest residence is 800 ft to the west and we have received 0 nuisance complaints from these operations from the Tucson Estate community. A total of 3 neighborhood meetings have been conducted and 0 attendees have opposed the continued use of the property. 1 minor complaint about a light nuisance was investigated and it was found the light actually came from the Henderson Storage Facility.

The conditional use will not pose a risk to future development of the site as we will have no permanent structures on the parcel. All materials can be relocated given proper notification and while we understand Adams County would like to turn this into Urban Residential, the surrounding properties and businesses indicate that will not be happening in the very near future without major transformation in the area pushing all industrial uses out of business. The Vaughn Family has owned this property for multiple generations and they have no intention of selling.

Colorado Cleanup Corporation will have and has had no effect to the adjacent community in the way of traffic. We have received 0 traffic complaints on 124th Avenue in our 12 years of operation and our operations are conducive with other industrial traffic west of us. Our generation of traffic is no more than it has been in the last 12 years and we pose no additional traffic generation. We truck to the parcel either delivering or exiting at a rate of 10% of the business days in a year. That rate will increase or decrease +/- 5% depending on the current workload or location of our projects. Construction is a very unpredictable industry so the exact amount of days we will have a trucking operation are susceptible to numerous factors. When a trucking operation is going we will generate 1 truck every 15 to 20 minutes as the heaviest traffic in any given year. All operations will be within normal working hours from 7:00 AM to 6:00 PM.

Our operations pose no risks to the public's health, safety or welfare. All materials hauled into the site have environmental oversight on the generating end via Colorado Cleanup Corporation's employees or in most cases a third party inspector certified by the CDPHE. If additional confirmation is needed via testing to make sure all material being stored or created at the storage site pose no risk to the public and just as important create no risk to our employees handling and crushing the materials Colorado Cleanup Corporation will do so. Colorado Cleanup Corporation's employees have multiple certificates including 40 hour HAZWPR and asbestos awareness training in compliance with OSHA regulations and the CDPHE. We work on environmentally sensitive sites and we are educated well in what is environmentally acceptable and more importantly what is not.

The only concern for noise levels will be during crushing operations. Crushing operations will be performed as needed, but not to exceed 20 working days of any given year. Colorado Cleanup Corporation employs a Fintec 1107 Mobile Jaw Crusher that crushes and stacks concrete and asphalt that is then stockpiled by a Caterpillar 980G loader. Fintec 1107 Mobile Jaw Crusher operates at a sound pressure level of 107 decibels when loaded. With a sound pressure level of 107 decibels at the source being 5 foot to the operators position (according to the chart) and the closest industrial property line at 250 feet from the location of the crusher; the sound pressure level would be 59 decibel.

The property line at which the closest residence is at will be approximately 725 ft away from the crusher location and would have a sound pressure level of 49.8 decibels as illustrated below.

The school is approximately 850 ft away from the crusher location and would have a sound pressure level of 48.4 decibels.

While we have never had a noise complaint in 12 years it is shown through this sound study that we will be well within the established guidelines set forth by Adams County of 80 decibels and the lowest residential daytime operations of 55 decibels. Keeping in mind that these will be no more than 20 working days annually and not a constant noise nuisance. No operations will occur before 7:00 AM and nothing after 6:00 PM at the latest. Day time hours end at 10 PM so we are well within the parameters of daytime working hours.

Dust and Debris control will be accomplished with water to suppress any kind of emissions. The crusher does carry its own Air Quality Control Permit through the CDPHE. Windscreen fence helps mitigate large ground debris from escaping the site and this will further be mitigated through good housekeeping within the storage area. Colorado Cleanup Corporation is familiar with several dust and debris control practices and will comply with any additional suggestions by the Tri County Health Department. Water suppression will be supplied via water truck during crushing operations with the capabilities to water down any roads as well. The access road is made of recycled asphalt and with the oil based product comes natural dust suppression. Colorado Cleanup Corporation has certified erosion control inspectors in house and will utilize them to not only mitigate fugitive dust, but to prevent it as well through best management practices.

Humidity, Heat, Glare, Smoke, and Radiation are not part of our operations and there is no need to include them in our nuisance plans.

The site is suitable for the conditional use and has adequate access, usable space and is absent of environmental restraints. Adequate access and usable space is demonstrated through our past use of the property in the last 12 years. With no public access allowed there is no need for public parking, traffic circulation, signage and other needs for public access. A private road sign can be placed at the access if that is deemed beneficial by Adams County.

Sewer will be supplied by port-o-lets and guidance when the conditional use is approved on how many we will need will be supplied by Tri County Health as outlined in the attached email. Water is available via well at the adjacent Colorado Cleanup Corporation Yard and / or will be provided on the site per OSHA guidelines. Typically operators and laborers bring their own water and supplies, but Colorado Cleanup Corporation will supply it when requested. If additional measures are required from Tri County Health, we will comply with what is asked of us. Fire and police access will be available via the access road as well as the existing ditch access road for their convenience.

While Colorado Cleanup Corporation is very familiar with Storm Water Drainage Permits and maintenance, the site sits at its natural grade. We will pose no natural ground disturbance, but Best Management Practices will be utilized to ensure erosion control and siltation does not take place. If it is determined that we need a Storm Water Management Plan to manage the storm water than we will procure one through the CDPHE. Our certified erosion control inspectors will do periodic inspection to ensure there are no erosion control issues and any installed BMP's do not require repair.

COLORADO CLEANUP RECYCLE YARD DESIGN AND OPERATIONS PLAN

Prepared for

Adams County

Prepared by

Colorado Cleanup Corporation
16 Inverness Place East
Building D, Suite 100
Englewood, CO 80112
Office: 303-841-3881

Section One	Introduction..... Section 1 – Objectives
Section Two	Project Organization and Key Personnel 2.1 Key Personnel
Section Three	Surface Water Control..... Section 3.0 – Surface Water Control
Section Four	Operations and Facilities Section 4 – Operations and Facilities 4.1 Concrete 4.2 Asphalt 4.3 Environmental Media..... 4.4 Crushing and Screening 4.5 Trucking
Section Five	Closure Plan..... Section 5.0 – Event of Closure 5.1 Disposal and Reclamation 5.2 Appendix A.....

SECTION 1 – INTRODUCTION

This Design and Operation Plan (DOP) has been prepared to identify the operation plans and procedures for producing recycled materials for Colorado Cleanup Corporation's (CCC) ongoing operations. The DOP is submitted at the request of the Adams County Planning Department.

The Recycle Yard is located at 12575 Tucson Street. The Recycle Yard itself occupies 4.83 acres on the Southwest corner of the property. The area is unincorporated Adams County and is governed by Adams County's Jurisdiction. Access is via a private road running West of Henderson Elementary. Alternative access can be established if needed on the South end of 12575 Tucson Street.

1.1 OBJECTIVES

The purpose of this DOP is to specifically address activities and operation planned at the Recycle Yard and establish procedures for Quality Control during the manufacturing and storage of recycled materials. This is to include our operations in case of closure or permit revocation.

This DOP has been designed to further clarify the following activities:

- Project Organization and Key Personnel
- Surface water control
- Operations and Facilities
- Closure of site

SECTION 2.0 – PROJECT ORGANIZATION AND KEY PERSONNEL

The following section describes the project team that will be responsible for all technical and administrative aspects of the site activities. This section presents the key personnel and subcontractors CCC will utilize for the project.

The project team consists of the Project Manager, a Site Supervisor/Quality Control Manager and Health and Safety Manager.

2.1.1 Site Manager

The CCC Project Manager, Keith Nolf, is responsible for executive oversight and the overall conformance of the products to adhere to the DOP. Mr. Nolf has the overall responsibility for the success and proper execution of the DOP. This responsibility includes review of all required submittals, designation of the Site Supervisor/Quality Control Manager and seeing that the Recycle Yard is allowed sufficient resources to properly complete the required elements of work in accordance with the DOP. Mr. Nolf will also guide the Quality Control Manager ensuring accurate and up to date data is distributed to other key personnel on the project.

2.1.2 Site Supervision/Quality Control Manager

The CCC Site Supervisor/Quality Control Manager, Luke Andrews, has the responsibility of all logistical issues and management of all activities in implementing the DOP. Mr. Andrews will ensure that strict enforcement of the DOP is enforced on the project and will make sure compliance is kept at all times. Mr. Andrews has the authority to make all logistical decisions within the guidance of the DOP. He will handle all deliveries, load out and schedule equipment. Mr. Andrews will ensure that site safety equipment and PPE that is needed for the project is procured while being overseen by the Health and Safety Manager.

2.1.4 Health and Safety Manager

The CCC Health and Safety Manager, Angela Elliott, is responsible for the Recycle Yard safety oversight and will be responsible for the creation of a Site Specific Safety plan to be enforced by the Site Supervisor. Mrs. Elliott will be responsible for the direct purchase of all special PPE required for the project and ensuring proper training on using the special PPE.

SECTION 3.0 – SURFACE WATER CONTROL

While no disturbance of existing ground is planned; Colorado Cleanup Corporation (CCC) may install and maintain Best Management Practices (BMPs) from the time of first disturbance to mitigate and erosion control issues if disturbance were to occur. Deficiencies in any BMPs will be noted by the Site Supervisor and corrected. If new areas or additional BMPs are needed to control runoff then they will be addressed and installed/maintained by CCC.

- Silt fencing may be installed on the west side of the Fulton Ditch to protect runoff on the East side of the Recycle Yard.
- Vehicle Tracking Control is established at the exit to knock off sediment attached with the tires. If additional BMPs need to be implemented to control sediment attached to the tires, they will be addressed and installed. Vehicles will not run during storm events or immediately after storm events to ensure unnecessary tracking of sediment does not occur. If sediment is tracked out a street sweeper will be called to clean up any track out.

Additional temporary BMPs may be installed to maintain any sheet draining on the site. BMPs will be implemented in a fashion to keep siltation from occurring outside of the Recycle Yard limits.

SECTION 4.0 – OPERATION AND FACILITIES

The following section describes management of the incoming and outgoing materials specific to each product coming into the site. Three different materials will come into the site and this section specifically addresses how each material will be received and managed like a commodity. The materials that will be managed like commodities will be concrete, asphalt and environmental media. All materials will be managed and separated into commodity specific piles and processed for reuse. All materials will be managed in active piles and separated by material type and will be used within 1 year in accordance with Section 8.5.3 (B) 2 of the Colorado Department of Public Health and

Environment (CDPHE) guidelines for Concrete and Asphalt Recycling managed like a commodity. Incoming loads shall have all non-concrete, non-asphalt, and non-rebar materials within thirty calendar days and removed from the site. Non-concrete, non-asphalt and non-rebar materials shall not exceed 10 percent by weight or volume of the total material onsite. The Recycle Yard will accept clean asphalt and clean concrete only (free from all rebar, mesh and any other material needing processing) to insure that no material will have to be processed within 30 days of when it is hauled into the Recycle Yard. By doing so it will alleviate any 30 day processing requirements as confirmed by the CDPHE in the attached APPENDIX A.

A permanent potable water and sanitation facility is located within 500 feet of the Recycle Yard at CCC's shop located at 11983 East 124th Avenue. If Tri-County Health requires additional temporary facilities then CCC shall abide by stricter guidelines to provide the facilities indicated by that governing authority. Trucks delivering and picking up material will utilize the CCC shop location for potable water and sanitation and/or the hauling or delivering location they are working at.

The facility will be off limits to all non-CCC employees and all ingress and egress is on private property. The entrance shall be clearly demarcated private property and an 8 foot screened privacy fence will be erected to protect the public and prevent trespassing into the Recycle Yard itself. If additional measures need to be taken to protect the public from trespassing, they will be identified and implemented.

No operations will be allowed during significant weather events. The site supervisor shall have the authority to make his best judgement call on any weather events and will have the authority to shut down operations. No work shall commence if lightning is present. CCC will utilize the 30;30 rule for any visible lightning strikes. The 30:30 rule, if you see lightning and then hear thunder within 30 seconds stop all operations and seek shelter: wait for 30 minutes after seeing the last lightning bolt before restarting any operation.

All material regardless of quantity must be approved by the Project Manager prior to acceptance into the Recycle Yard. A clear plan must be identified on quantity, quality and a time frame established to ensure the material is in the best interest of the CCC Recycle Yard and will meet this DOP's constraints. Any and all nuisance complaints will be properly handled by the Project Manager and corrective measures will be identified when appropriate.

4.1 CONCRETE

100% of all concrete products accepted into the site will be turned into renewable aggregate. Clean concrete free of mesh, rebar and any other non-concrete materials will be the only materials hauled into the site. If concrete is accepted with non-concrete materials special consideration and guidelines will be followed to ensure all materials are processed out of the concrete within thirty calendar days. Types of concrete accepted into the Recycle Yard will include site and building concrete. Site concrete will consist of curb, sidewalk, roadway and other flatwork not associated with a building or its appurtenances. Building concrete will be anything associated with the

footprint of any structure and will also include ancillary structures on a site like retaining walls, culverts and any other non-site concrete.

Site concrete shall be considered a clean source unless outlying factors and special site consideration is needed to establish the material as clean. If the site concrete origin has other materials around the site that cross contamination of the concrete surface may have occurred at any time, then that material will be unsuitable to haul to the Recycle Yard. If special consideration is needed to determine whether material can be hauled into the Recycle Yard then the Project Manager will make that determination upon investigation and that decision shall be final if deemed that cross contamination of the clean concrete surface may have been compromised at anytime.

Building concrete shall follow strict guidelines to ensure the materials being brought into the site are clean and free of all contaminants that could compromise the clean integrity of the Recycle Yard. All building and structural demolition require an inspection by a Certified Asbestos Building Inspector (CABI) prior to demolition approval. The CABI inspects the building for any and all possible asbestos, lead based paint and any other regulated building material within a building. After inspection the CABI produces a report to identify any and all materials present that must be removed as well as any conditions that can stay in place that still have environmental concerns. If the building is free of all materials then the CABI will sign a CDPHE application for demolition that certifies the building as clean. If and when the building is certified clean and free of all contaminants then it can be hauled to the Recycle Yard provided it is still free of rebar and any other non-concrete materials. If materials are identified that need to be removed they are removed under the guidance and oversight of the CABI to ensure complete and total removal. After all removal occurs the CABI reinspects the building to ensure all materials have been removed and signs a CDPHE application for demolition certifying that the building is now clean. If any materials identified that are contaminated are allowed to stay the CABI must identify them to deem the surfaces unrecyclable. If any of these type of materials are identified then none of the building concrete will be able to come to the Recycle Yard. All buildings and structures must be reviewed by the Project Manager prior to any building concrete being accepted into the Recycle Yard. Any building concrete accepted into the Recycle Yard will have the records maintained and retained in the office location at 16 Inverness Place East, Building D Suite 100, Englewood, CO 80112.

Multiple products can be made out of the concrete material and can be reused for a variety of purposes and it provides the most options for products produced and can be adjusted depending on CCC's demands on local projects. Large clean material free of non-concrete materials up to 3 foot inside can be utilized as riprap and mud stabilization. Other products can be made by utilizing an impact crusher to reduce the size of the material and screen the products into reusable commodities. A dry screened 2" – 4" stabilization and ballast rock is used to stabilize mud as well as Vehicle tracking control on projects and roadways. An unscreened 4" minus meets the classifications of common structural fill on most projects and is a great product for constructing temporary construction roads and laydown areas. A 2" minus material is the reject material off of the screen and meets the CDOT Class 1 structural fill requirements when making ballast rock. A 57/67 rock can be produced by screening all ¾" to 1" material and can be utilized in under slab capillary barriers as well as drainage and filter media for subdrainage systems. Reject material off of the screening plant can be utilized as common fill needs to balance sites or used as base courses under pavement sections. All materials will be managed in active piles and separated into material type. All concrete products and materials will be used within a 1 year period from the time it comes into the site to the time it leaves in strict adherence to the Section 8.5 Recycling and Beneficial Reuse established by CDPHE.

4.2 ASPHALT

100% of all asphalt accepted into the Recycle Yard can be reused as aggregate products. Site asphalt consists of roadway and parking lots demolished. Only asphalt that is free from all non-asphalt materials will be accepted into the recycle yard. Any geotextile or other materials utilized within the asphalt shall make the material unsuitable to bring to the Recycle Yard.

Site asphalt shall be considered a clean source unless outlying factors and special site consideration is needed to establish the material as clean. If the site asphalt origin has other materials around the site that cross contamination of the asphalt surface may have occurred at any time, then that material will be unsuitable to haul to the Recycle Yard. If special consideration is needed to determine whether material can be hauled into the Recycle Yard then the Project Manager will make that determination upon investigation and that decision shall be final if deemed that cross contamination of the clean concrete surface may have been compromised at anytime.

Asphalt products being made are for surface applications only due to its petroleum content. All materials produced are used for temporary road surfaces and/or base courses beneath asphalt paving. Multiple types of surface applications can be produced by crushing and processing the material into a smaller size. Much like concrete dry screened 2" – 4" ballast material is used to make surfaces with stability problems stabile. An unscreened 4" minus material is our go to product for constructing parking lots and roadways that have a substantial amount of heavy traffic. A screened ¾" minus material can be produced as a CDOT class 1 or class 6 road base for under pavement base courses and/or a topping layer for roadways and parking lots to create a smoother driving surface. When placed properly recycled asphalt has water shedding properties due to its petroleum content and is our recommended product for most parking lot and roadway projects. All asphalt products and materials will be used within a 1 year period from the time it comes into the site to the time it leaves in strict adherence to Section 8.5 Recycling and Beneficial Reuse established by CDPHE.

4.3 ENVIRONMENTAL MEDIA

Environmental Media is defined as abiotic components of the natural environment namely, air, water and land. In our application, our environmental media will consist of land only. Environmental media that can be reused by CCC consist of sand, clay, rock and topsoil that can be taken off a project. All environmental media shall have stringent testing requirements to be able to accept the materials into the Recycle Yard. At a minimum a RCRA 8 metals, volatiles and semi-volatiles test will be performed prior to acceptance into the Recycle Yard. Additionally CCC may require a letter from the owner / owner's representative stating the materials being hauled off of their site are free from all contaminants. No environmental media shall be hauled to the Recycle Yard without approval of the Project Manager. With the exception of rock all environmental media coming into the site will be ready to use as is or it will not be hauled into the Recycle Yard. All environmental media will be used within a 1 year period from the time it come into the Recycle Yard to the time it leaves in strict adherence to the Section 8.5 Recycling and Beneficial Reuse established by CDPHE.

Rock can be utilized as is or can be crushed and sized for CCC's specific needs. Rock can be made into all the product that concrete can, but can also be used as decorative and landscape media.

Rock is also used to make aggregate for when concrete is not an acceptable substitute for the specified aggregate.

Any and all Environmental Media will require a clean fill certification. At a minimum a composite sample of the material will need to have the following tests performed prior to acceptance by a certified laboratory:

- 1) RCRA 8 metals
- 2) Volatiles
- 3) Semi- Volatiles
- 4) Asbestos if building materials were present or other factors give reason to believe asbestos may be present.

CCC's project manager will evaluate all testing results and no material will be accepted that is above a residential standard as established by the Environmental Protection Agency. All material must be approved by the Project Manager prior to hauling material into the Recycle Yard. If material within a borrow site changes visually or there is reason to believe the composite sample is no longer representing the borrow site then a new composite sample will be collected and tested.

4.4 CRUSHING AND SCREENING OPERATIONS

Crushing is an integral part of the crushing operation and is mandatory to make specific products out of concrete, asphalt and rock. CCC employs a Hitachi 450 excavator that feeds material into a Fintec 1107 Mobile Jaw Crusher that crushes and stacks concrete, asphalt and rock; that is then stockpiled by a Caterpillar 980G loader. Crushing will take place as needed, but ensuring strict adherence to the material plans identified in Section 4.1,4.2 and 4.3 of this DOP regarding time constraints is followed. The quantity and product made will vary depending on CCC's needs, but all crushed products will be separated and managed into active piles best suited for the logistics of the Recycle Yard.

Dust Control during crushing will be extremely important. Dust and Debris control will be accomplished with water to suppress any kind of emissions from leaving the Recycle Yard. The Crushing plant will be located to keep dust emissions from leaving the Recycle Yard. The crusher does carry its own Air Quality Control Permit through the CDPHE. Windscreen fence helps mitigate large ground debris from escaping the site and this will further be mitigated through good housekeeping within the storage area. Colorado Cleanup Corporation is familiar with several dust and debris control practices and will comply with any additional suggestions by the Tri County Health Department. Water suppression will be supplied via water truck during crushing operations with the capabilities to water down any roads as well. The Site Supervisor shall ensure that dust emissions are not leaving the Recycle Yard and if a dust nuisance is identified then additional measures will be incorporated to reach the goal of no visible emissions leaving the Recycle Yard.

Noise levels for crushing operation will be mitigated by locating the crushing plant in the middle of the site. Fintec 1107 Mobile Jaw Crusher operates at a sound pressure level of 107 decibels when loaded. With a sound pressure level of 107 decibels at the source being 5 foot to the operators position (according to the chart) and the closest industrial property line at 250 feet from the location of the crusher in the center of the Recycle Yard; the sound pressure level would be 59 decibel. All crushing will take place between 7:00 AM to 6:00 PM and no operation (starting of any equipment or trucks) will commence prior to 7:00 AM in accordance

to a verbal agreement with a specific neighbor identified during neighborhood meetings. All operations will cease at or before 6:00 PM.

No other nuisances are identified as part of this operation. If an additional nuisance is identified then best management practices will be utilized to ensure the Recycle Yard complies with the CDPHE, Adams County and neighboring properties.

4.5 TRUCKING

Trucking is an integral part of the CCC Recycle Yard. Delivering and picking up materials will take place year round. CCC utilizes end dumps, side dumps and tandems to move materials in and out of the Recycle Yard. CCC operates our own fleet of trucks and supplements all other trucks through a truck leasing company. The truck boss is responsible for scheduling all CCC trucks and lease trucks at the direction of the Site Supervisor's daily operations plan. The Site Supervisor will be in close contact with the CCC truck boss to ensure the roads are safe, trucking routes and erosion control operations are communicated and disseminated throughout the entire trucking fleet. The CCC truck boss will have the ultimate authority to shut down trucking operations due to inclement weather or icy / wet road conditions and will communicate with the Site Supervisor as soon as an unsafe road condition presents itself to the trucking fleet.

Fugitive dust on the access road will be controlled as needed and controlled with a water truck. The water truck will spray down roads and the site if needed. If additional measures are needed then they will be identified and used. The site supervisor will have the responsibility to control fugitive dust from leaving the site. Erosion Control will be utilized in accordance with Section 3.0 of this DOP to ensure mud and debris does not leave the Recycle Yard on the truck tires. Hauling will not be allowed to take place if muddy conditions within the Recycle Yard are present and trucking operations will cease until mud is dried out or mitigated through best management practices. The access road will be actively maintained to ensure proper drainage and unsafe road conditions do not present themselves. The access road will be inspected daily by the Site Supervisor and any maintenance needs will be taken care of as soon as they are identified.

All trucks will have proper license and insurance and strict compliance with CDOT will be adhered to at all times. CCC as well as the truck leasing companies will be required to provide evidence of insurance and list CCC as an additional insured on all policies prior to subcontracting to CCC. All drivers will have all CDOT requirements fulfilled prior to driving any vehicle whether it is CCC owned or a leased truck.

5.0 EVENT OF CLOSURE

This section identifies specific procedures that will take place in the event that the Recycle Yard were to require permanent closure and reclamation of the site. In the event of closure the goal will be to restore the site to its original native condition. Events that could trigger the closure can vary but are not limited to financial implications, relocation or Governing Authority revocation of use. In all cases the first option in paying for closure would be at CCC's expense. In the event proper notification of closure is given to CCC but CCC were not able to complete the reclamation then a bond that was submitted as part of the CUP permit to Adams County will be utilized to fund the work.

5.1 DISPOSAL AND RECLAMATION

All left over material at time of closure will be identified and designated on how it is to be disposed of. Any leftover aggregate materials will be sold, given away, relocated and or disposed of at an inert landfill accepting such material. All concrete and asphalt that has not been crushed will be hauled and disposed of at an inert landfill. Remaining Environmental Media will be sold, given away and or disposed of at an inert landfill. All equipment will be removed from the site leaving an empty lot for reclamation.

Any nonnative surfaces will be remove and disposed of leaving barren ground ready for topsoil and seeding. Any topsoil leftover will be spread across the site to ready the site for seeding. If topsoil is not available on the site then the soil will be amended to ensure growth and restabilization of the parcel. A seed mix design in accordance with the area will be purchased and the area will be drill seeded to ensure maximum amount of growth and restabilization. Growth will be monitored and if sufficient growth has not been met then it will be reseeded and reinspected until sufficient growth is present.

APPENDIX A

Below is correspondence from Wolfgang Kray an Environmental Protection Specialist who works in the Materials Management Division for the Colorado Department of Public Health and Environment confirming CCC's interpretations of Section 8.5 for Recycling and Beneficial Reuse regulations put forth by the CDPHE and enforced by Wolfgang Kray.

Keith,

If a site only accepts clean concrete, it does not need to be turned into a usable product within 30 days.

8.5.3 B (2) would apply- the material needs to be managed as a commodity as demonstrated by use (recycling of the material stockpiled) within the past year.

Environmental media including materials like soil, rocks and dirt stored separately on site does not count against the 10% limit. Environmental media is viewed as exempt from the recycling regulations. The 10% limit applies to materials mistakenly placed into containers by site workers such as metals, lumber, drywall or other waste materials that do not qualify as exempt aggregate material.

thanks,

On Wed, May 4, 2016 at 11:47 AM, Keith Nolf <keith@coloradocleanup.com> wrote:

Wolf,

I had a question regarding B(3). If the site only accepts clean concrete that does not have rebar or other reinforcement in it, does it still need to be turned into a usable product within the 30 calendar days? Does Environmental Media stored on the site count as the 10 percent limitation as non-asphalt or non-concrete product? I am currently writing an operations plan and want it to adhere to the state requirements. Thanks for your time.

Keith Nolf

Estimator / Project Manager

Colorado Cleanup Corporation

16 Inverness Place East

Building D Suite 100

Englewood, CO 80112

Office [\(303\)841-3881](tel:3038413881)

Cell [\(303\)944-0601](tel:3039440601)

Fax [\(303\)649-9983](tel:3036499983)

From: Kray - CDPHE, Wolfgang [mailto:wolfgang.kray@state.co.us]

Sent: Tuesday, March 29, 2016 11:34 AM

To: Keith Nolf <keith@coloradocleanup.com>

Subject: recycling regulations & aggregate exemption

Hi Keith,

Construction and demolition recycling operations are subject to recycling regulations, specifically Section 8.5 of the Colorado Solid Waste Regulations. There is an exemption for facilities and onsite operations that recycle only concrete, asphalt and environmental media such as clean soils or rocks.

8.5.3 Exemptions

The following operations are exempt from Section 8.5:

(A) On-site recycling operations where the processing of recyclable materials occurs on the same site from where the recyclable materials are generated and that recycle and store only materials generated on-site and meet the performance criteria of 8.5.2. Creation of ground water contamination, off-site odors, and speculative accumulation of waste materials voids this exemption.

(B) Concrete and asphalt operations when the material is managed like a commodity by meeting the following conditions:

- (1) material is managed and separated into commodity specific piles processed for reuse;
- (2) material is managed in active piles separated by material type or use within the past year; and

(3) Incoming loads shall have all non-concrete, non-asphalt and non-rebar material removed from concrete and asphalt materials within thirty (30) calendar days and non-concrete, non-asphalt and non-rebar material shall not exceed 10% of the total material onsite by weight or volume.

(C) Environmental media storage and reuse.

Please let me know if you have any follow up questions.

thanks,

--

Wolf Kray
Environmental Protection Specialist

Materials Management Unit



COLORADO
Hazardous Materials
& Waste Management Division
Department of Public Health & Environment

P [303-692-3337](tel:303-692-3337) |

wolfgang.kray@state.co.us | www.colorado.gov/cdphe

OVERHEIGHT STACKING

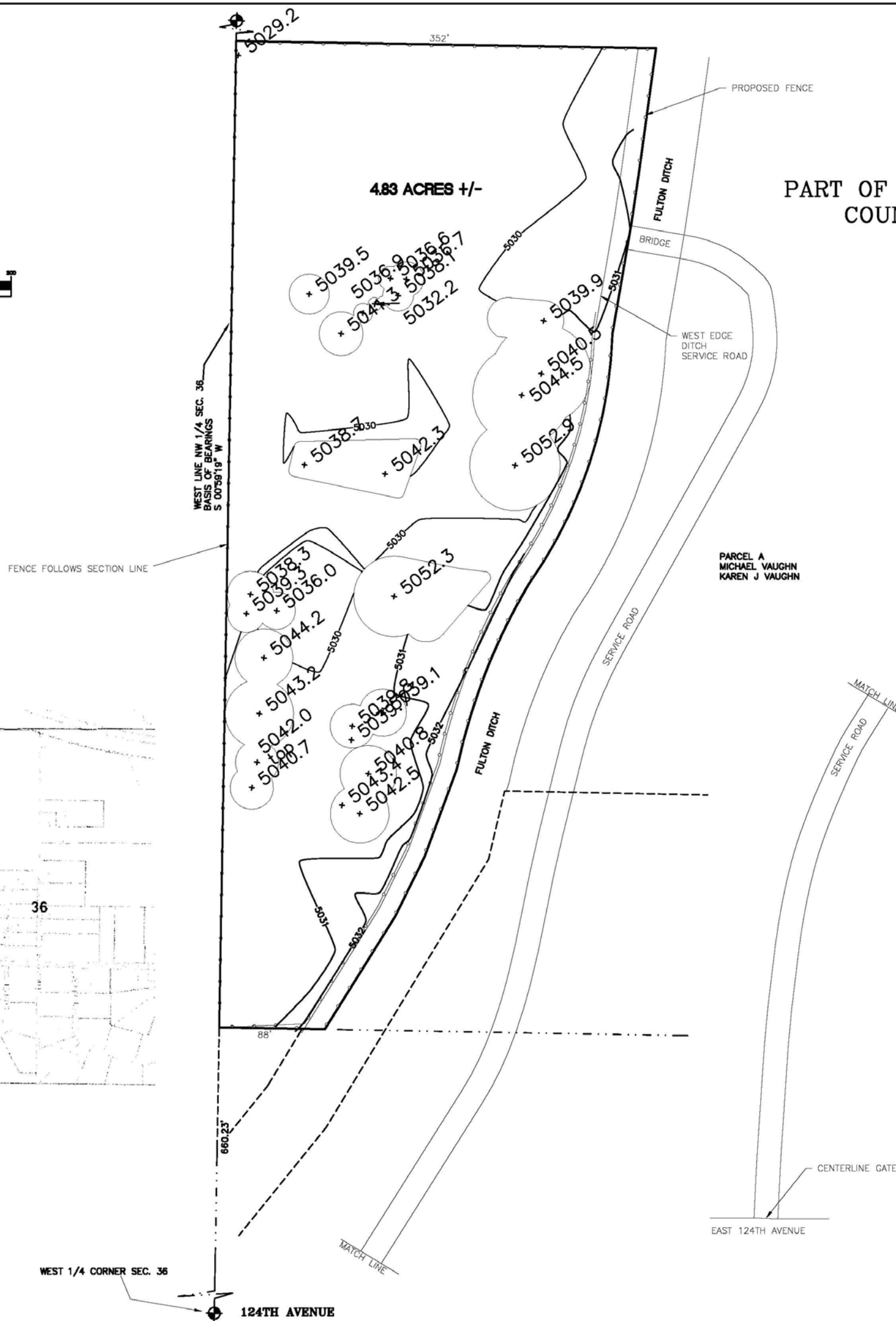
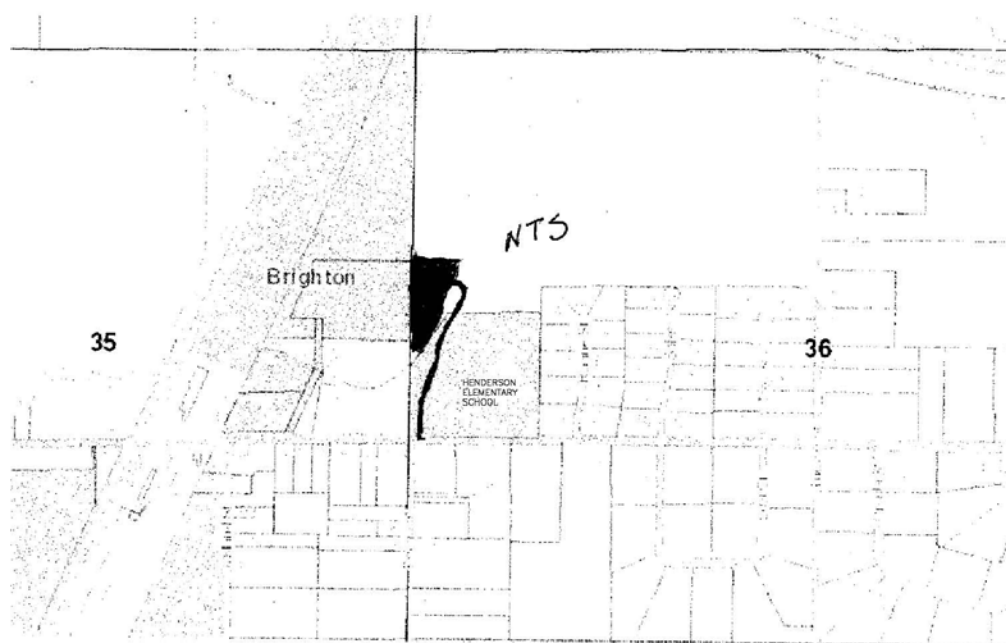
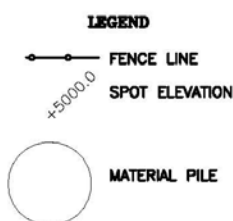
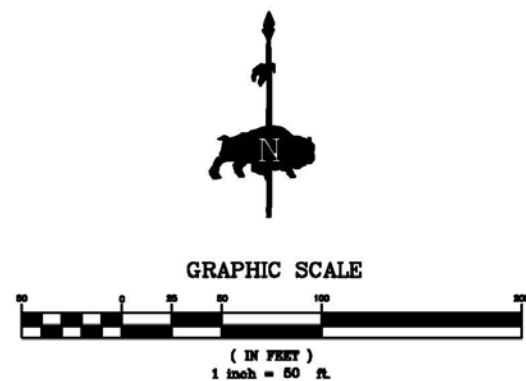
Material stockpiled on site will need to be stacked higher than the regulation allows as the maximum height of the fence is 8 feet of screened fence and stockpile height of materials is not to exceed the height of the fence. Height of materials will be at 15' maximum, but may require us to go to 20 foot tall maximum height right after product is made. The 20 foot maximum height will be at the maximum height for no longer than 30 calendar days and within 30 calendar days will be brought back to a 15' tall maximum. The 15' maximum will not be exceeded more than 2 times a year and great effort to stay under the 15' tall maximum will be used year round. Materials will either be redistributed across a larger footprint or a separate stockpile will be created to reduce height. Colorado Cleanup Corporation is open to reducing height, durations and increasing height of fence, but the current regulation prohibits us from operating a viable recycle center as written.

SITE PLAN

RECYCLE YARD

PART OF SECTION 36, T. 1 S., R. 67 W., 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO

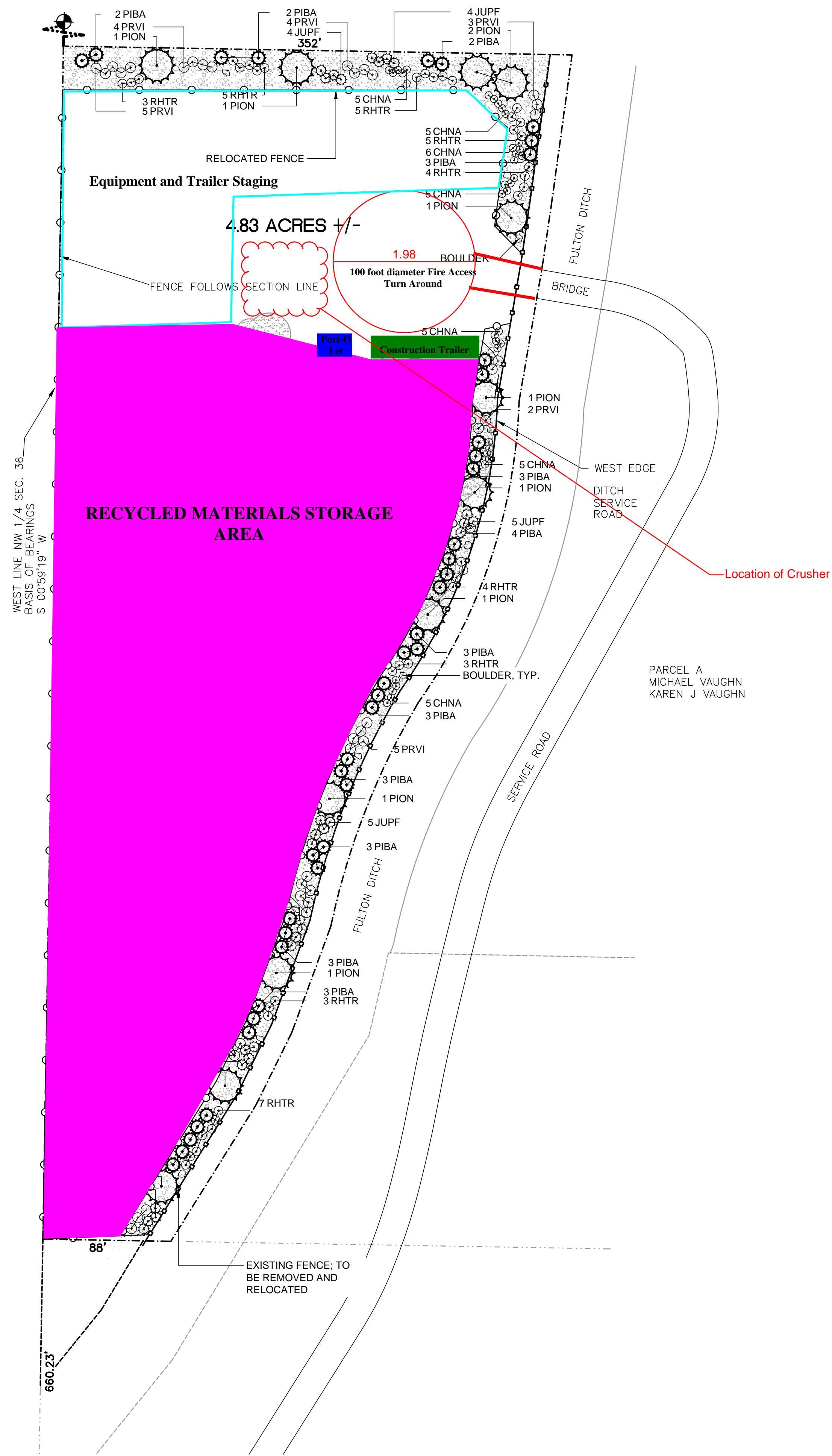
5-05-13
REV 7-17-16



NOTES:

1. BENCH MARK IS B 314 RESET, PID KK1302 ELEVATION 5040.74 NAVD 88, BRASS CAP IN CONCRETE BRIDGE EAST SIDE COLORADO STATE HIGHWAY 76 NORTH OF 124TH AVENUE.
2. BOUNDARY INFORMATION AND FULTON DITCH INFORMATION TAKEN FROM SURVEY DONE 1980 BY OWEN AYERS & ASSOCIATES INC.





CONSULTANT:

CLIENT:

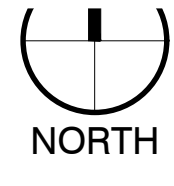
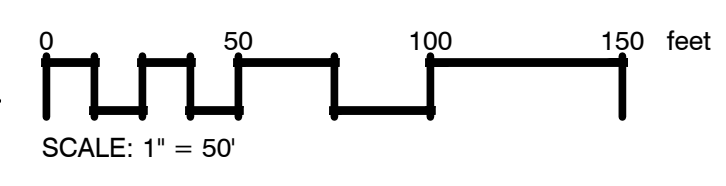
Colorado Cleanup Corporation

STAMP:

PROJECT:

12575 Tuscan Street Recycling Facility

SUBMITTAL:



CONSULTANT:

CLIENT:

Colorado
Cleanup
Corporation

STAMP:

PROJECT:

12575
Tuscan Street
Recycling
Facility

SUBMITTAL:

LANDSCAPE
SUBMITTAL

PROJECT #:

18-084

DESIGNED BY:

KR

DRAWN BY:

KR

CHECKED BY:

PM

ORIGINAL DATE:

AUGUST 11, 2016

REVISION DATE

SHEET TITLE:

LANDSCAPE
SCREENING

SHEET #:

L1.00

GENERAL NOTES:

1. VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING WORK. BE AWARE OF ANY UNDERGROUND UTILITIES. PROTECT ALL EXISTING SITE FEATURES TO REMAIN FROM POTENTIAL DAMAGE BY SITE CONSTRUCTION OPERATIONS. AVOID ANY WORK BEYOND SCOPE OF PROJECT AREA.
2. CONTRACTOR IS RESPONSIBLE TO INSPECT AND CONFIRM SITE CONDITIONS PRIOR TO BEGINNING WORK. COMMENCEMENT OF WORK SHALL SIGNIFY ALL CONDITIONS ARE ACCEPTABLE AND NO ALLOWANCE WILL BE MADE FOR UNRECOGNIZED CONDITIONS AFTER START OF WORK.
3. NOTIFY OWNER/LANDSCAPE ARCHITECT IMMEDIATELY UPON DISCOVERY OF UNFORESEEN SITE CONDITIONS OR PLAN DISCREPANCIES. NO CHANGE TO SPECIFIED WORK SHALL BE COMPLETED WITHOUT VERIFICATION OF EXISTING CONDITIONS AND WRITTEN APPROVAL OF MODIFICATION BY THE LANDSCAPE ARCHITECT.

PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL LOCATE ALL TREES, SHRUBS AND PLANTING BEDS ACCORDING TO LOCATIONS SHOWN ON DRAWINGS. ALL PLANTING LOCATIONS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO THE START OF PLANTING OPERATIONS. LANDSCAPE CONTRACTOR SHALL MAKE MODIFICATIONS IN LOCATIONS AS DIRECTED BY LANDSCAPE ARCHITECT.
2. THE PLANT SCHEDULE IS FOR CONTRACTOR'S CONVENIENCE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AND REPORTING IN WRITING TO THE LANDSCAPE ARCHITECT ANY CONFLICTS RELATIVE TO IMPLEMENTATION OF THE LANDSCAPE CONSTRUCTION DOCUMENTS. VALERIAN LLC SHALL NOT ASSUME ANY ERRORS OR OMISSIONS IN THE PLANT SCHEDULE LISTED HEREIN. THE PLANT SYMBOLS SHOWN ON THE LANDSCAPE PLAN SHALL PREVAIL SHOULD THERE BE ANY DISCREPANCIES IN QUANTITIES BETWEEN THE PLAN AND PLANT SCHEDULE.
3. LANDSCAPE CONTRACTOR SHALL PROVIDE PLANT PROTECTION AND MAINTENANCE THROUGHOUT INSTALLATION AND UNTIL FINAL ACCEPTANCE OF LANDSCAPE INSTALLATION AS FOLLOWS:
 - A) ALL PLANT MATERIAL SHALL BE PROTECTED, FROM TIME OF DIGGING TO TIME OF FINAL ACCEPTANCE, FROM INJURY, EXCESSIVE DRYING FROM WINDS, IMPROPER VENTILATION, OVER-WATERING, FREEZING, HIGH TEMPERATURES, OR ANY OTHER CONDITION DAMAGING TO PLANTS.
 - B) PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY IF POSSIBLE. ALL PLANTS NOT PLANTED ON THE DAY OF DELIVERY SHALL BE PLACED IN A TEMPORARY NURSERY AND KEPT MOIST, SHADED, AND PROTECTED FROM THE SUN AND WIND. EACH ROOTBALL SHALL BE COVERED ENTIRELY WITH MULCH. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE PLAN DRAWINGS AND SPECIFICATIONS.
 - C) LANDSCAPE CONTRACTOR SHALL PROVIDE PLANT MATERIALS THAT COMPLY WITH THE REQUIREMENTS OF THE MOST RECENT ANSI Z 60.1 "STANDARDS FOR NURSERY STOCK" UNLESS OTHERWISE SPECIFIED. CALIPER OF B&B TREES SHALL BE TAKEN 6 INCHES ABOVE THE GROUND UP TO AND INCLUDING 4 INCH CALIPER SIZE, AND 12 INCHES ABOVE THE GROUND FOR LARGER SIZES.
 - D) PLANTING MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, RESETTLING PLANTS TO PROPER GRADES OR POSITION, REESTABLISHING SETTLED GRADES. HERBICIDE IS NOT RECOMMENDED FOR ONE YEAR FOLLOWING LANDSCAPE INSTALLATION.
 - E) PLANT MAINTENANCE SHALL INCLUDE THOSE OPERATIONS NECESSARY TO PROPER GROWTH AND SURVIVAL OF ALL PLANT MATERIALS. CONTRACTOR SHALL PROVIDE THIS WORK IN ADDITION TO SPECIFIC WARRANTY/GUARANTEES.
4. CONTRACTOR SHALL VERIFY AND MAINTAIN ALL SETBACKS, CLEAR ZONES AND SIGHT TRIANGLES REQUIRED BY ALL LOCAL AND MUNICIPAL CODES WHERE APPLICABLE.
5. LANDSCAPE CONTRACTOR SHALL ENSURE THAT THE LANDSCAPE INSTALLATION IS COORDINATED WITH THE PLANS PREPARED BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE OR OTHER PROPOSED CONSTRUCTION DOES NOT CONFLICT WITH NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS AS DESIGNATED ON THIS PLAN.
6. ALL LANDSCAPE AREAS SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. THE SYSTEM SHALL BE PROPERLY ZONED TO SEPARATE PLANT MATERIAL BY WATER REQUIREMENT. ALL SHRUB BEDS AND TREES IN NATIVE SEED AREAS SHALL BE IRRIGATED BY USING LOW WATER/D RIP TECHNIQUES. ALL TURF AREAS SHALL BE IRRIGATED USING POP-UP SPRAY OR ROTOR APPLICATION.
7. IRRIGATION SYSTEM TO BE TESTED AT TIME OF LANDSCAPE INSPECTION.

SOIL SPECIFICATIONS:

1. ANY PLANTING AREA THAT DOES NOT MEET THE FOLLOWING SOIL PREPARATION REQUIREMENTS ARE SUBJECT TO REJECTION AT LANDSCAPE ARCHITECTS/OWNERS REPRESENTATIVES DISCRETION.
2. LANDSCAPE CONTRACTOR IS REQUIRED TO NOTIFY LANDSCAPE ARCHITECT/OWNERS REPRESENTATIVE A MINIMUM OF 24 HOURS PRIOR TO BEGINNING SOIL PREP WORK. SOIL PREP NOT INSPECTED BY LANDSCAPE ARCHITECT/OWNERS REPRESENTATIVE IS SUBJECT TO REJECTION AT ANYTIME PRIOR TO INITIAL ACCEPTANCE.
3. LANDSCAPE CONTRACTOR SHALL SUBMIT DELIVERY (TRIP) TICKETS TO LANDSCAPE ARCHITECT/OWNERS REPRESENTATIVE FOR ALL ORGANIC SOIL AMENDMENTS WITHIN 24 HOURS AFTER DELIVERY.
4. TOPSOIL SHALL BE FERTILE, FRIABLE, SANDY LOAM FROM THE 'A' HORIZON AND SHALL BE FREE OF STONES OVER .75" IN DIAMETER, REFUSE, PLANTS OR THEIR ROOTS, STICKS, NOXIOUS WEEDS, SALTS, SOIL STERILANTS, OR OTHER MATERIAL WHICH WOULD BE DETRIMENTAL TO PLANT GROWTH.
5. ORGANIC SOIL AMENDMENT SHALL CONSIST OF DRY, WELL-ROTTED, PULVERIZED, AGED MINIMUM ONE YEAR ORGANIC COMPOST CLASS I TYPE SUCH AS AVAILABLE FROM A-1 COMPOST, JENSEN SALES. PULVERIZED HORSE, SHEEP OR DAIRY COW MANURE NOT ACCEPTABLE. SUBMIT DATED RECENT MATERIAL ANALYSIS TO LANDSCAPE ARCHITECT/OWNERS REPRESENTATIVE TO GUARANTEE PRODUCT CONDITION AND PROOF NO LIVE WEED SEEDS AND CHEMICAL ADDITIVES ARE PRESENT.
6. PREPARED BACKFILL FOR TREE/SHRUB PLANTING SHALL BE A MIX OF 2/3 IMPORTED/ SALVAGED TOPSOIL AND 1/3 ORGANIC SOIL AMENDMENT. WHERE TREES AND SHRUBS ARE LOCATED IN LARGE BEDS PROVIDE SOIL AMENDMENT AT A RATE OF FIVE CUBIC YARDS PER ONE THOUSAND SQUARE FEET AND TILL EIGHT INCHES INTO THE SOIL THROUGHOUT THE ENTIRE PLANTING BED, NOT JUST IN EXCAVATED PLANTING HOLES.

EDGING:

1. ALL LANDSCAPE EDGING SHALL BE INSTALLED PER MANUFACTURE'S SPECIFICATIONS OR EQUAL.

MULCH:

1. ALL GRAVEL MULCH TO BE PROVIDED PER OWNER; SIZE MAY VARY.

SITE REQUIREMENTS		
TOTAL SITE AREA:	210,394 SF	100%
MIN. LANDSCAPE AREA REQUIRED	21,039 SF	10%
LANDSCAPE AREA PROVIDED	23,199 SF	11%

*MINIMUM OF 75% ORGANIC MATERIAL PROVIDED WITHIN LANDSCAPE AREA

LANDSCAPE REQUIREMENTS TABLE:

DESCRIPTION	BUFFER WIDTH REQUIRED / PROVIDED	REQUIREMENTS	QTY. (L.F. or S.F.)	TREES REQ.	TREES PROV.
BUFFERYARD B INDUSTRIAL/COMMERCIAL	10' / 10'	2 TREE PER 80 LINEAR FEET	351'	5	10
BUFFERYARD D INDUSTRIAL/INSTITUTIONAL	15' / 15'	3 TREE PER 60 LINEAR FEET AND 6' FENCE	851'	43	43

PLANT SCHEDULE

EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL
PIBA	41	PICEA PUNGENS 'BAKERI'	BAKERI SPRUCE	B & B	6' HT
PION	12	PINUS PONDEROSA	PONDEROSA PINE	B & B	6' HT.

DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT
CHNA	36	CHRYSOETHAMNUS NAUSEOSUS ALBICAULIS	TALL BLUE RABBITBRUSH	5 GAL
PRVI	37	PRUNUS VIRGINIANA	CHOKECHERRY	5 GAL
RHTR	39	RHUS TRILOBATA	SKUNKBUSH SUMAC	5 GAL
RIAU	30	RIBES AUREUM	GOLDEN CURRANT	5 GAL

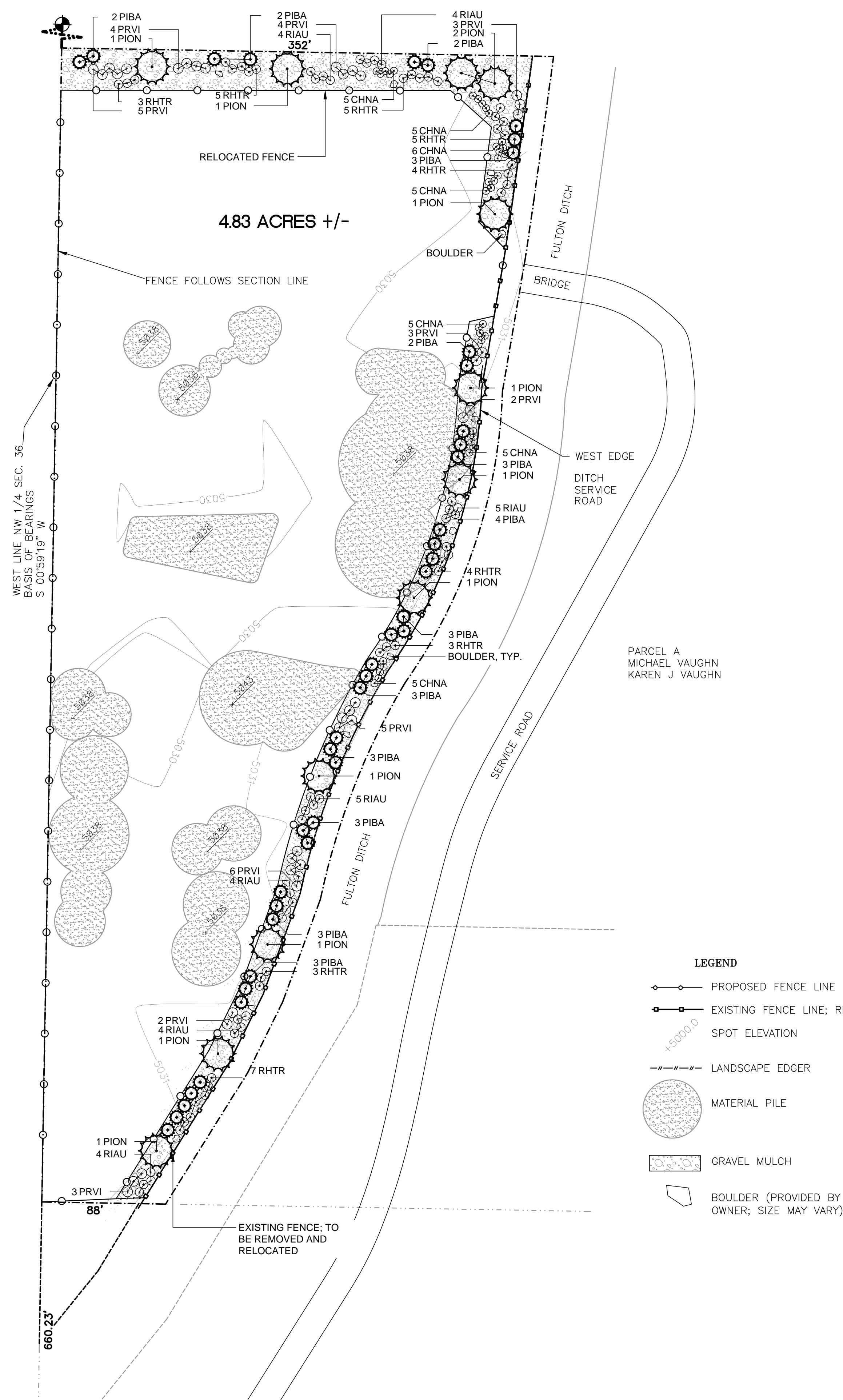
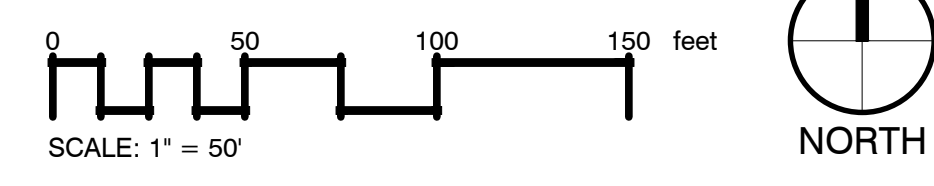


EXHIBIT3.4



CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1.800.922.1987
CALL 2 (TWO) BUSINESS DAYS IN
ADVANCE BEFORE YOU DIG,
GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND
MEMBER UTILITIES.

NOISE IMPACT PLAN

The first concern for noise levels will be during crushing operations. Crushing operations will be performed as needed, but not to exceed 20 working days of any given year. Colorado Cleanup Corporation employs a Fintec 1107 Mobile Jaw Crusher that crushes and stacks concrete and asphalt that is then stockpiled by a Caterpillar 980G loader. Fintec 1107 Mobile Jaw Crusher operates at a sound pressure level of 113 decibels at 1 foot away from the crusher. This represents the loudest the crusher gets when under a load and not the sustained noise of the crusher in operation unloaded of 100 decibels. Sound loses 6 decibels every time the distance doubles and the calculations are below.

The closest industrial property line at 189 feet from the location of the crusher; the sound pressure level would be 67.47 decibels. This meets the daytime permissible limits for A-3 Zoning and Industrial Zoning of 80 Decibels.

The closest residence is approximately 864 ft away from the crusher location and would have a sound power level of 54.27 decibels loaded and 41.27 decibels unloaded. It is well under the allowable decibel limit of A-3 Zonings 80 decibels and under the residential standard of 55 decibels.

The school is approximately 806 ft away from the crusher location and would have a sound power level of 54.87 decibels loaded and 41.87 decibels unloaded. It is well under the allowable decibel limit of A-3 Zonings 80 decibels and under the residential standard of 55 decibels.

The second concern for noise level was brought up in community comments on the backup alarm on the loader. While the noise is not a sustained noise it is a valid concern to be addressed. The sound power level of the 980H Loader that will be used is 112 decibels at 1 foot away (this is the maximum allowable decibel for any backup alarm). The calculations are below concerning the backup alarms.

The closest industrial property line at 189 feet from the location of the crusher; the sound pressure level would be 66.47 decibels. This meets the daytime permissible limits for A-3 Zoning and Industrial Zoning of 80 Decibels.

The closest residence is approximately 864 ft away from the crusher location and would have a sound power level of 53.27 decibels. It is well under the allowable decibel limit of A-3 Zonings 80 decibels and under the residential standard of 55 decibels.

The school is approximately 806 ft away from the crusher location and would have a sound power level of 53.87. It is well under the allowable decibel limit of A-3 Zonings 80 decibels and under the residential standard of 55 decibels.

As long as a distance of 794 feet is maintained between the crushing operation and the closest structures of concern then we will stay under 55 decibels at the closest structures. Field sound tests with a sound meter will be conducted when in operation to ensure that we are within the guidance of this Noise Impact Plan. If there are other noise concerns identified then a field noise impact study can be completed.

Distance to structures

Legend
Closest



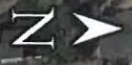
Google earth

© 2016 Google

am Hwy

600 ft

Racine St





1107 Noise Levels

Fintec 1107 Mobile Jaw Crusher		
DECLARED DUAL-NUMBER EMISSION VALUES <i>In accordance with ISO 4871</i>		
	Unloaded	Loaded
Measured A-Weighted sound power level, L_{wa} , in decibels.	100	113
Uncertainty, K_{wa} , in decibels	3	3
	Unloaded	Loaded
Measured A-Weighted sound pressure level, L_{pa} , at the operators position, in decibels	96	107
Uncertainty, K_{wa} , in decibels	3	3
Values determined using BS EN ISO 3746		
Note – The sum of a measured noise emission value and its associated uncertainty represents an upper boundary of the range of values, which is likely to occur in measurements.		

Tires

Tires Choose from a variety of tires to match your application.

- Choice of:
 - 29.5R25, L2
 - 29.5R25, L3
 - 29.5R25, L3 (STL2+)
 - 29.5R25, L3 (STL3)
 - 29.5R25, L3 (VSDL)
 - 29.5R25, L3 (VMT)
 - 29.5R25, L5
 - 29.5-25, L3
 - 29.5-25, L4
 - 29.5-25, L5
- NOTE: In certain applications (such as load and carry) the loader's productive capabilities might exceed the tires' tonnes-km/h (ton-mph) capabilities. Caterpillar recommends that you consult a tire supplier to evaluate all conditions before selecting a tire model.

Cab

ROPS/FOPS Meets SAE and ISO standards.

- Caterpillar cab with integrated Rollover Protective Structure (ROPS) are standard in North America and Europe.
- ROPS meets SAE J1040 APR88 and ISO 3471:1994 criteria.
- Falling Objects Protective Structure (FOPS) meets SAE J231 JAN81 and ISO 3449:1992 Level II criteria.
- The operator sound pressure level measured according to the procedures specified in ISO 6394:1998 is 76 dB(A) for the cab offered by Caterpillar, when properly installed and maintained and tested with the doors and windows closed.
- Hearing protection may be needed when operating with an open operator station and cab (when not properly maintained or doors/windows open) for extended periods or in noisy environment.
- The sound pressure level is 112 dB(A) measured according to the static test procedure and conditions specified in ISO 6395:1998 for a standard machine configuration.

Service Refill Capacities

Fuel Tank – Standard	479 L	127 gal
Cooling System	83 L	22 gal
Crankcase	64 L	17 gal
Transmission	62 L	16 gal
Differentials and Final Drives – Front	87 L	23 gal
Differentials and Final Drives – Rear	87 L	23 gal
Hydraulic System (Including Tank)	250 L	66 gal
Hydraulic Tank	125 L	33 gal

Colorado Cleanup Corporation (CCC) Recycling Facility

12575 Tucson Street, Adams County, Colorado

Traffic Impact Study

KE Job #2017-010

Prepared For:

Colorado Cleanup Corporation
16 Inverness Place East
Building D Suite 100
Englewood, CO 80112

Prepared By:



KELLAR ENGINEERING

skellar@kellarengineering.com
970.219.1602 phone



January 31, 2017

Sean K. Kellar, PE, PTOE

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1.0 Introduction

This Traffic Impact Study (TIS) is for the Colorado Cleanup Corporation (CCC) Recycling Facility/Yard at 12575 Tucson Street, Adams County, CO. See Figure 1: Vicinity Map. The purpose of this TIS is to identify project traffic generation characteristics, to identify potential traffic related impacts on the adjacent street system, and to develop mitigation measures required for identified traffic impacts.

Kellar Engineering LLC (KE) has prepared the TIS to document the results of anticipated traffic conditions in accordance with Adams County's requirements and to identify any projected impacts to the local and regional transportation system. The CCC Recycling Facility/Yard (recycling facility) recycles concrete, asphalt, and environmental media. CCC has indicated that the recycling facility has approximately 30 "haul days" a year where they are running trucks. To be conservative the TIS analyzed the peak hour traffic associated with a typical "haul day." The recycling facility is anticipated to generate approximately 24 daily weekday trips, 20 AM peak hour trips, and 13 PM peak hour trips. See Table 1: Trip Generation.

2.0 Existing Conditions and Roadway Network

The project site is located at 12575 Tucson Street, Adams County, CO. Access to the site is from the existing full-movement access point location to E. 124th Avenue located west of Henderson Elementary School. E. 124th Avenue is an existing 2-lane collector roadway with 12' wide thru lanes, gravel shoulders, and a posted speed of 35 mph adjacent to the project site. A school zone exists adjacent to Henderson Elementary School where the posted speed is decreased to 25 mph along E. 124th Avenue. See Appendix E. Additionally, the posted speed along E. 124th Avenue is increased to 50 mph adjacent to the E. 124th Avenue/Salem Street intersection east of the school zone.

2.1 Existing Traffic Volumes

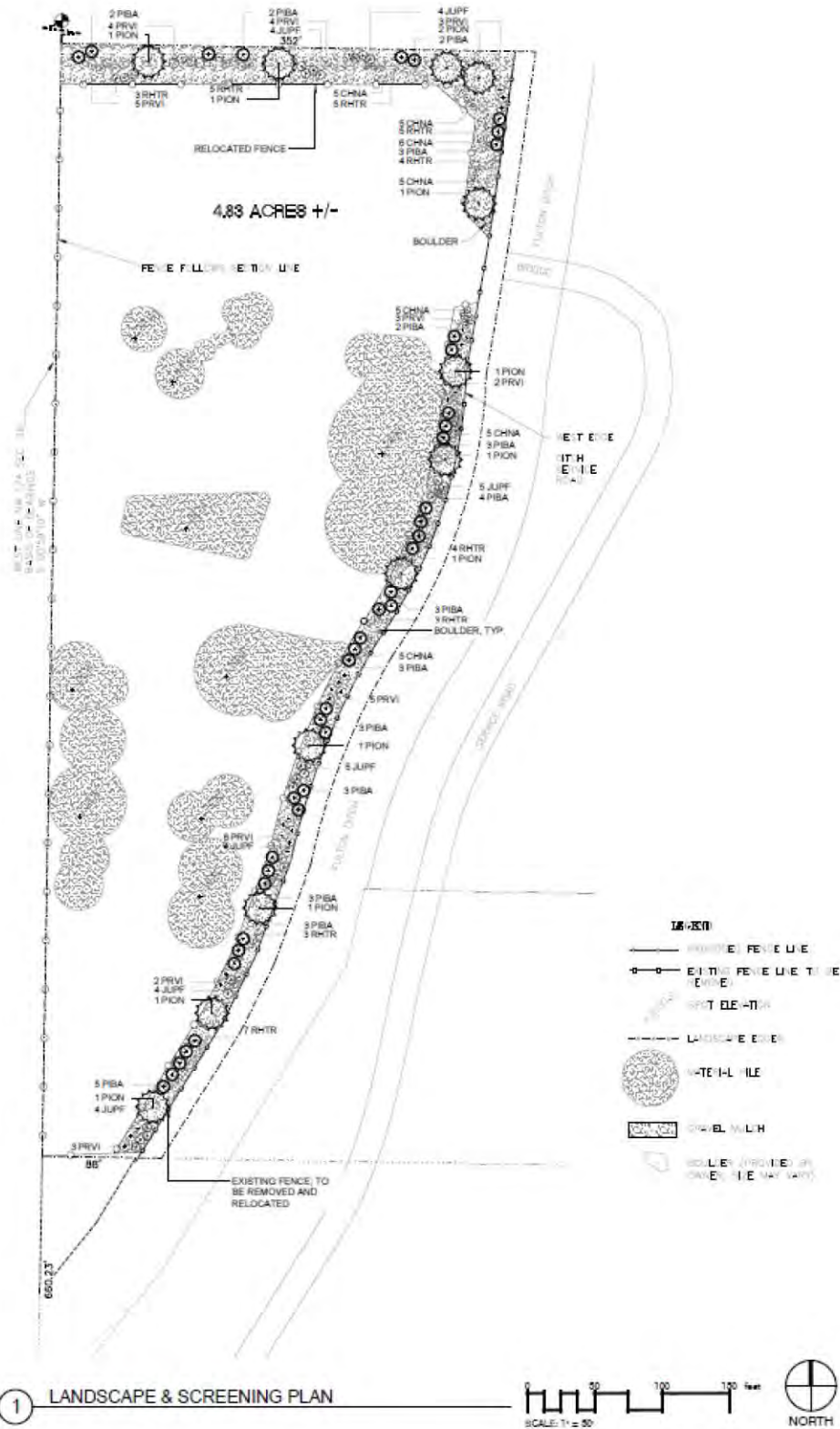
Existing peak hour traffic volume counts were conducted by All Traffic Data Services Inc. using Miovision data collection cameras at the site access to E. 124th Avenue on Thursday, January 12, 2017 when Henderson Elementary School was in session. The counts were conducted during the AM and PM peak hours of adjacent street traffic in 15-minute intervals from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM. These turning movement counts are shown in Figure 3 with count sheets provided in Appendix A.

Figure 1: Vicinity Map



Google Maps

Figure 2: Site Plan



3.0 Pedestrian/Bicycle Facilities

Currently there are no existing sidewalks or bicycle facilities adjacent to the project site. Additionally, the recycling facility is not anticipated to generate additional pedestrian or bicycle trips. Any additional pedestrian or bicycle traffic from this project, if any, would be negligible.

4.0 Proposed Project

The proposed project consists of a recycling facility that recycles concrete, asphalt, and environmental media. See Figure 2: Site Plan.

4.1 Trip Generation

Site generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land use to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the *Trip Generation Report* published by the Institute of Transportation Engineers (ITE). ITE has established trip generation rates in nationwide studies of similar land uses. The Institute of Transportation Engineers' (ITE) Trip Generation Manual, 9th Edition does not provide detailed data on recycling facilities (facilities producing recycled materials) such as CCC's operations. As such, KE was able to estimate the weekday peak hour trip generation for the AM and PM peak hours based upon information provided by CCC. Colorado Cleanup Corporation (CCC) indicated that they have approximately 30 "haul days" a year where they are running trucks. On these "haul days" they are running approximately one truck every 20 minutes over an 8 hour day. This equates to approximately 24 vpd on "haul days". To be extremely conservative, the TIS analyzed the maximum peak hour traffic associated with a typical "haul day" with 90% trucks for the Site Generated Traffic plus employee traffic. The recycling facility is anticipated to generate approximately 24 daily weekday trips, 20 AM peak hour trips, and 13 PM peak hour trips. See Table 1: Trip Generation.

4.2 Trip Distribution

Distribution of site traffic on the street system was based on the area street system characteristics, existing traffic patterns and volumes, anticipated surrounding development areas, and the proposed access system for the project. The directional distribution of traffic is a means to quantify the percentage of site generated traffic that approaches the site from a given direction and departs the site back to the original source. Figure 4 illustrates the trip distribution used for the project's analysis.

4.3 Traffic Assignment

Traffic assignment was obtained by applying the trip distributions to the estimated trip generation of the development. Figure 5 shows the site generated peak hour traffic assignment. Also refer to Appendix E: Traffic Routing Exhibit for more information on the distribution of the Site Generated Traffic.

4.4 Short Range Total Peak Hour Traffic

Site generated peak hour traffic volumes were added to the background traffic volumes to represent the estimated traffic conditions for the short range 2022 horizon. These background (2022) and short range (2022) total traffic volumes are shown in Figure 6 and Figure 8 respectively. The short range analysis year 2022 includes the proposed development for the project plus a 3% per year increase in background traffic.

4.5 Long Range Total Peak Hour Traffic

Site generated peak hour traffic volumes were added to the background traffic volumes to represent the estimated traffic conditions for the long range 2035 horizon. These background (2035) and long range (2035) total traffic volumes are shown in Figure 7 and Figure 9 respectively. The long range analysis year 2035 includes the proposed development for the project plus a 3% per year increase in background traffic.

5.0 Traffic Operation Analysis

KE's analysis of traffic operations in the site vicinity was conducted to determine the capacity at the identified intersection. The acknowledged source for determining overall capacity is the 2010 Edition of the Highway Capacity Manual.

5.1 Analysis Methodology

Capacity analysis results are listed in terms of level of service (LOS). LOS is a qualitative term describing operating conditions a driver will experience while traveling on a particular street or highway during a specific time interval. LOS ranges from an A (very little delay) to an F (long delays). A description of the level of service (LOS) for signalized and unsignalized intersections from the 2010 Highway Capacity Manual are also provided in Appendix C.

5.2 Intersection Operational Analysis

Operational analysis was performed for the short range 2022 horizon and the long range 2035 horizon. The calculations for this analysis are provided in Appendix F. Using the short range and long range total traffic volumes shown in Figure 8 and Figure 9; the project is projected to operate acceptably. See Table 5 and Table 6.

Table 1: Trip Generation

ITE Code	Land Use	Size	Average Daily Trips		AM Peak Hour Trips					PM Peak Hour Trips				
			Rate	Total	Rate	In	Rate	Out	Total	Rate	In	Rate	Out	Total
*	Recycling Facility	4.83 Acres	*	24	*	15	*	5	20	*	3	*	10	13

N/A = Not Available

*

The Institute of Transportation Engineers' (ITE) Trip Generation Manual, 9th Edition does not provide detailed data on recycling facilities (facilities producing recycled materials) such as CCC's operations. As such, KE was able to estimate the weekday peak hour trip generation for the AM and PM peak hours based upon information provided by CCC. Colorado Cleanup Corporation (CCC) indicated that they have approximately 30 "haul days" a year where they are running trucks. On these "haul days" they are running approximately one truck every 20 minutes over an 8 hour day. This equates to approximately 24 vpd on "haul days". To be extremely conservative, the TIS analyzed the maximum peak hour traffic associated with a typical "haul day" with 90% trucks for the Site Generated Traffic plus employee traffic.

Figure 3: Recent Peak Hour Traffic

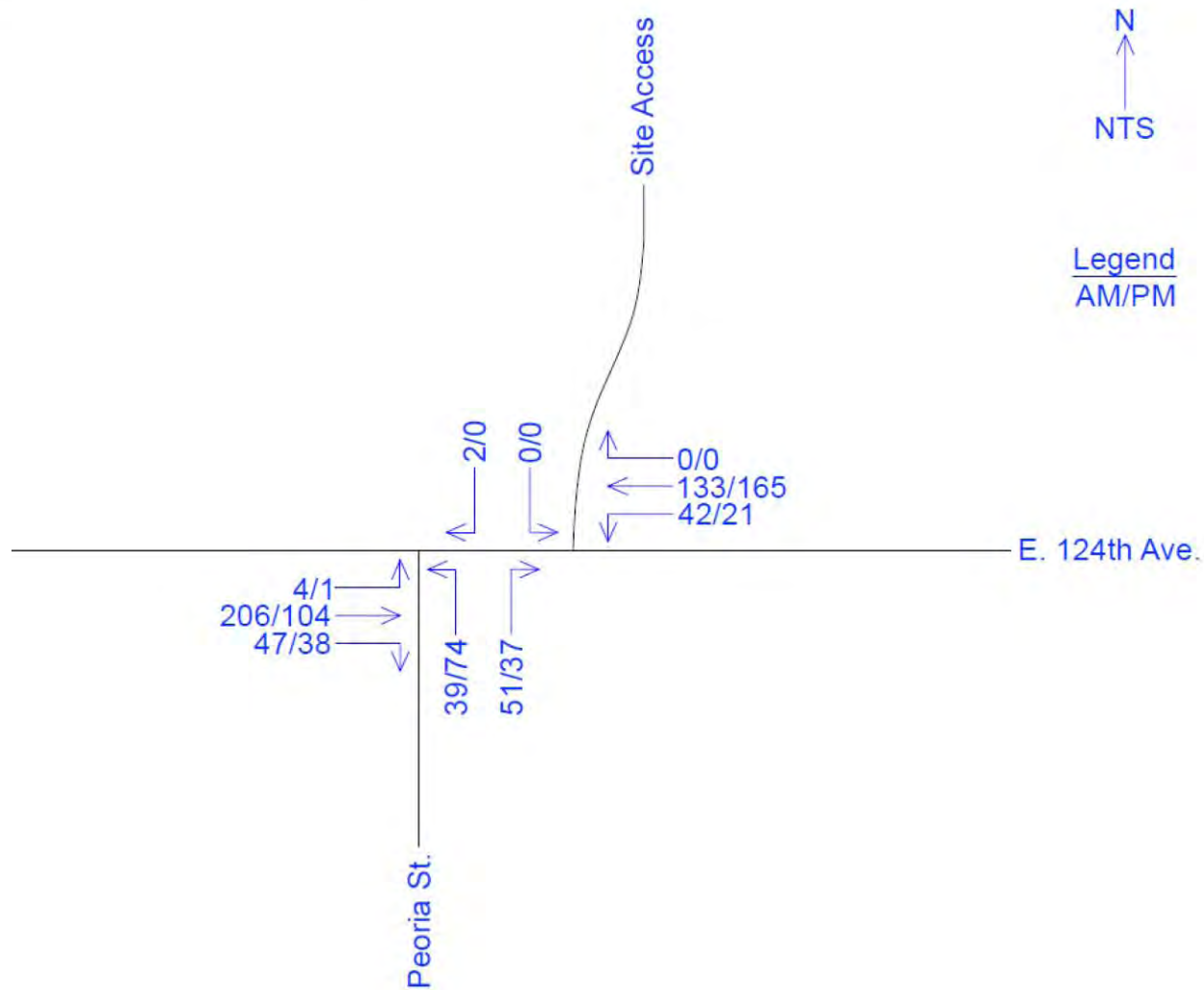


Figure 4: Trip Distribution



Figure 5: Site Generated Peak Hour Traffic

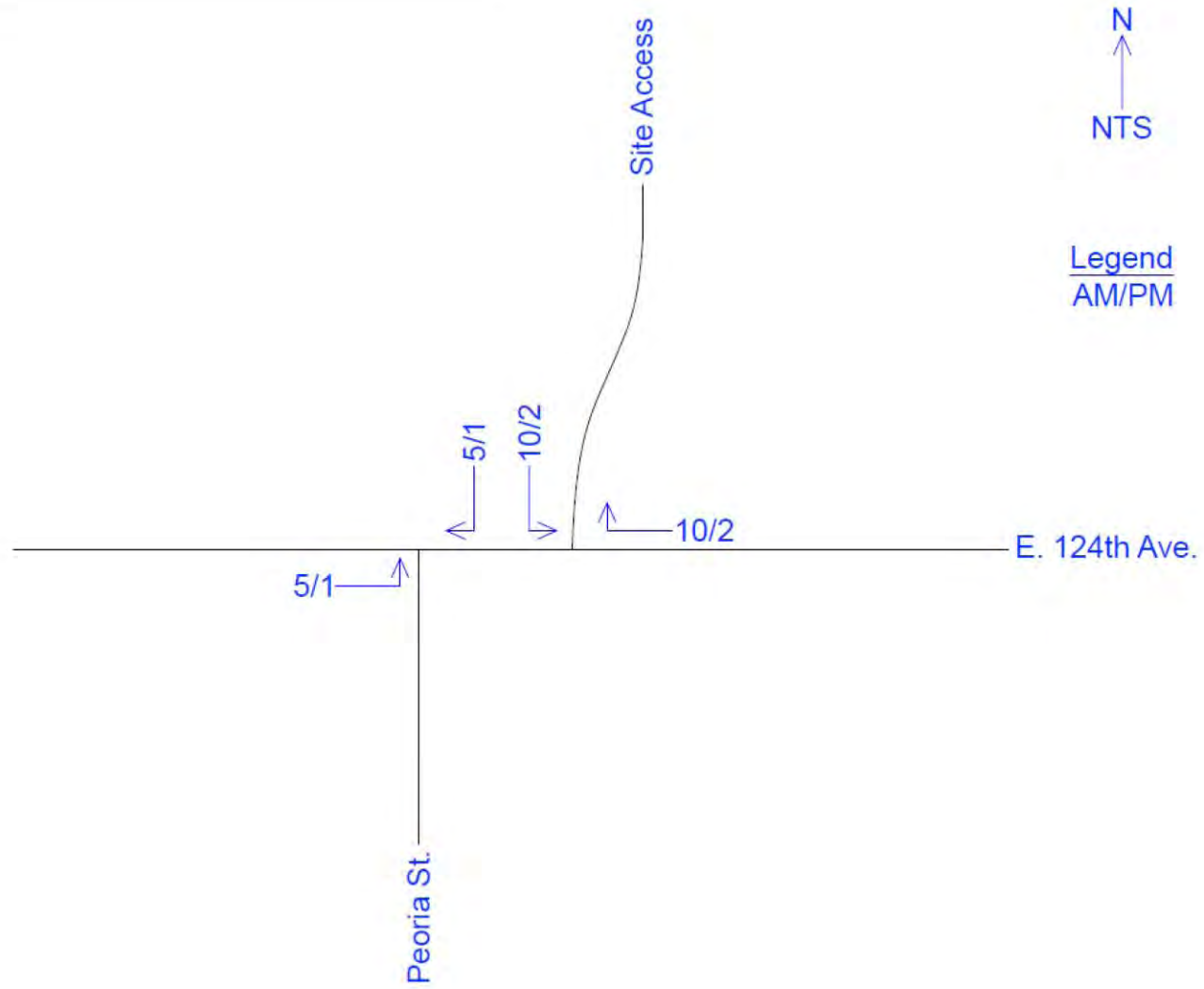


Figure 6: 2022 Background Peak Hour Traffic

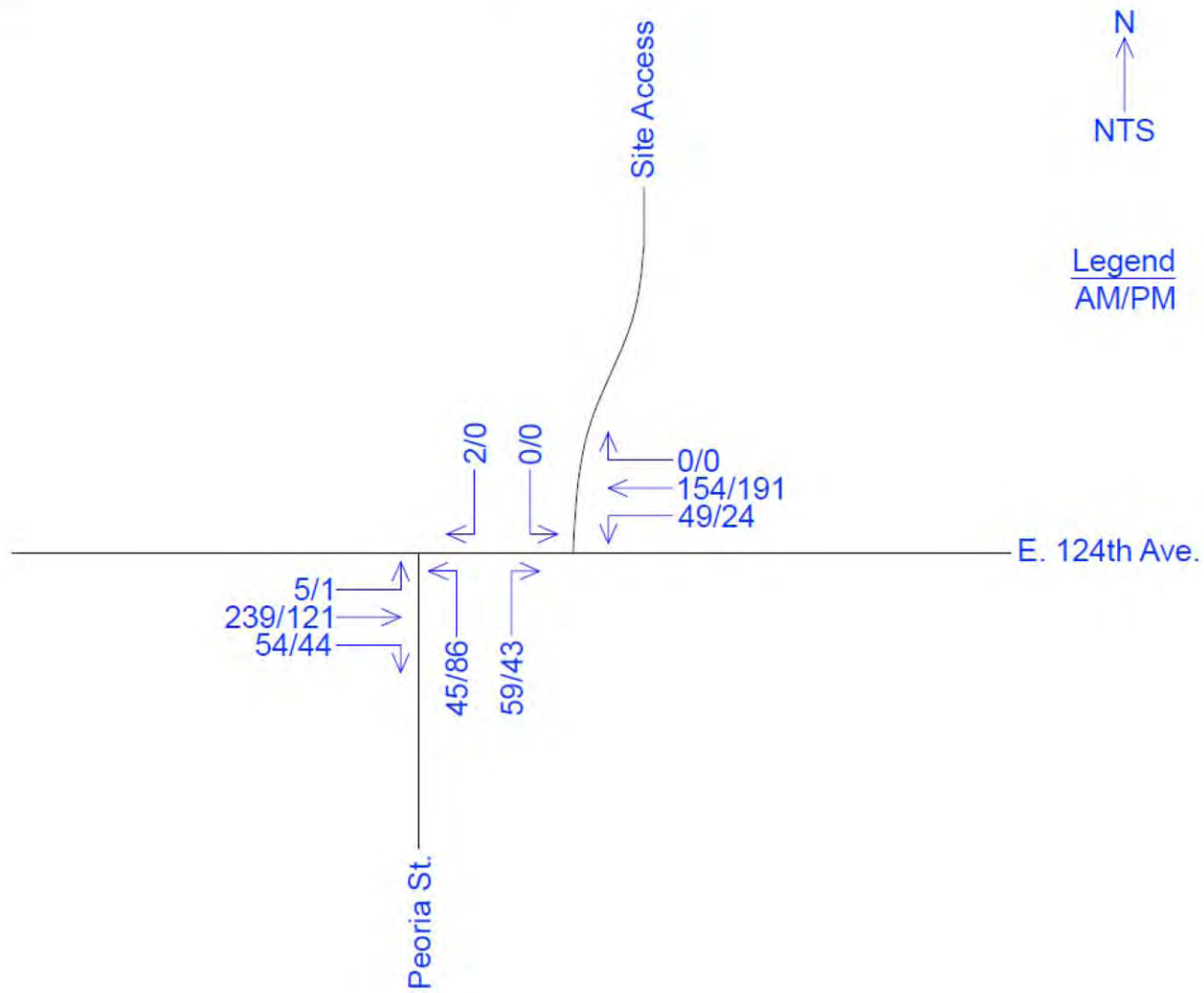


Figure 7: 2035 Background Peak Hour Traffic

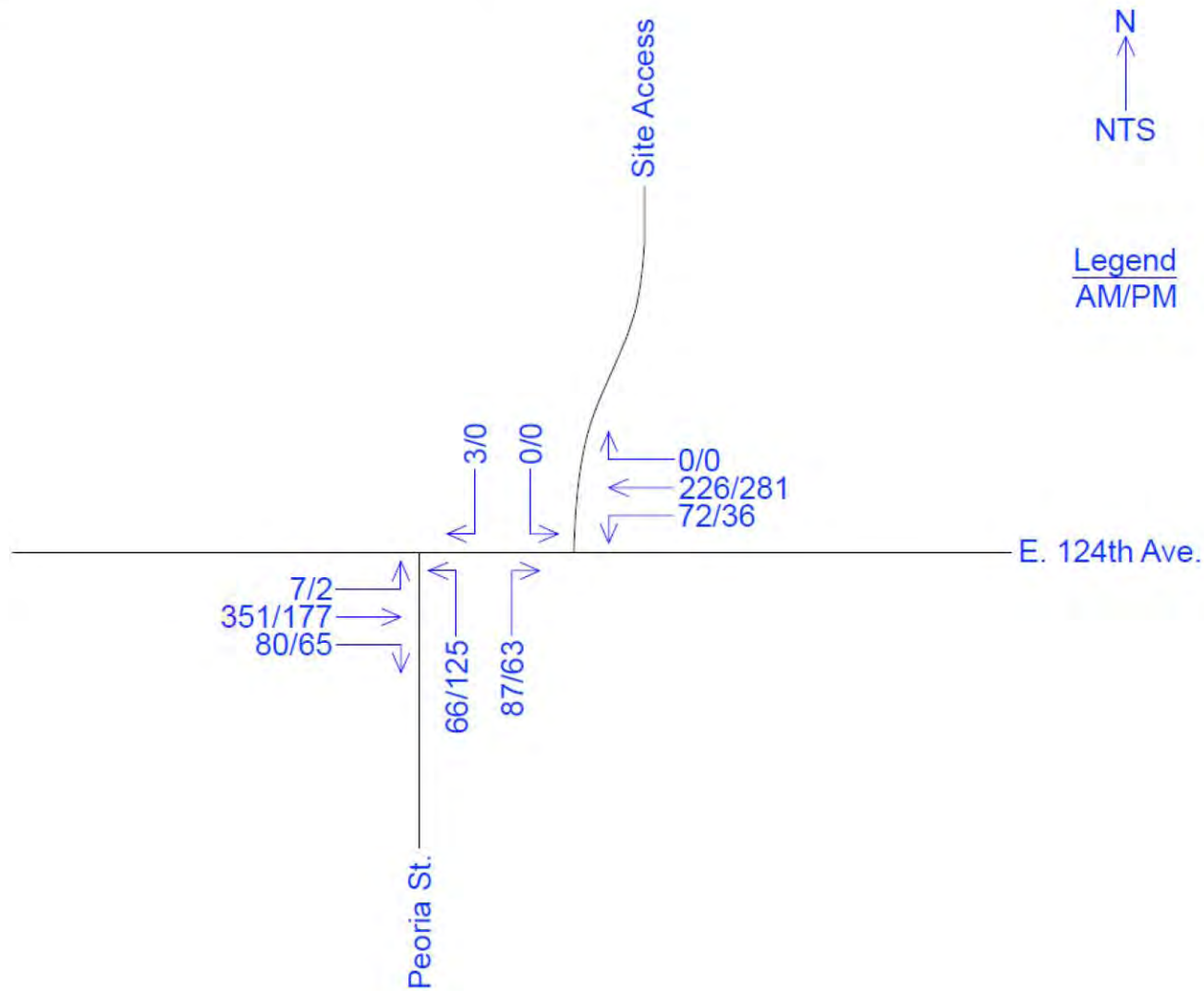


Figure 8: 2022 Short Range Total Peak Hour Traffic

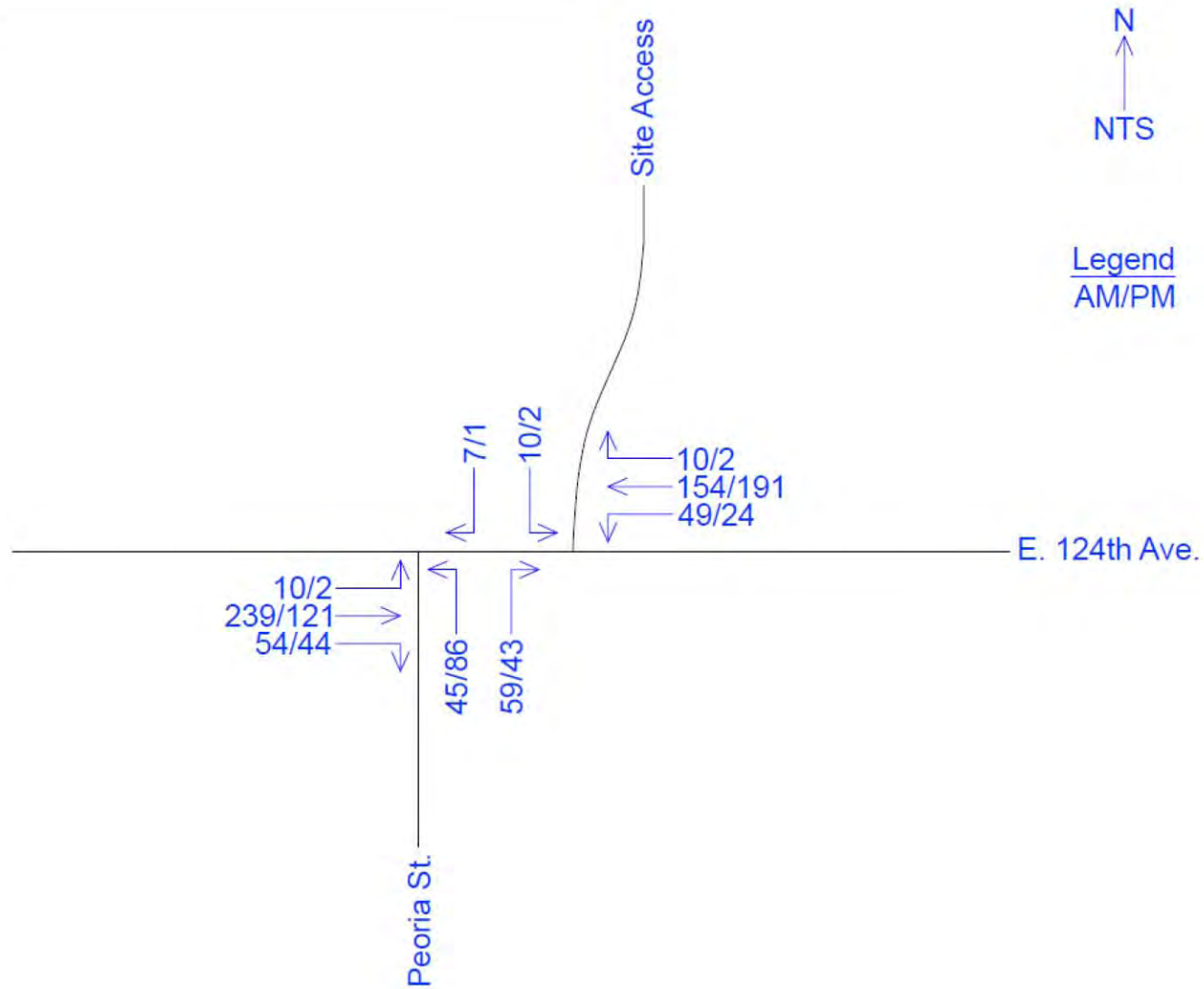


Figure 9: 2035 Long Range Total Peak Hour Traffic

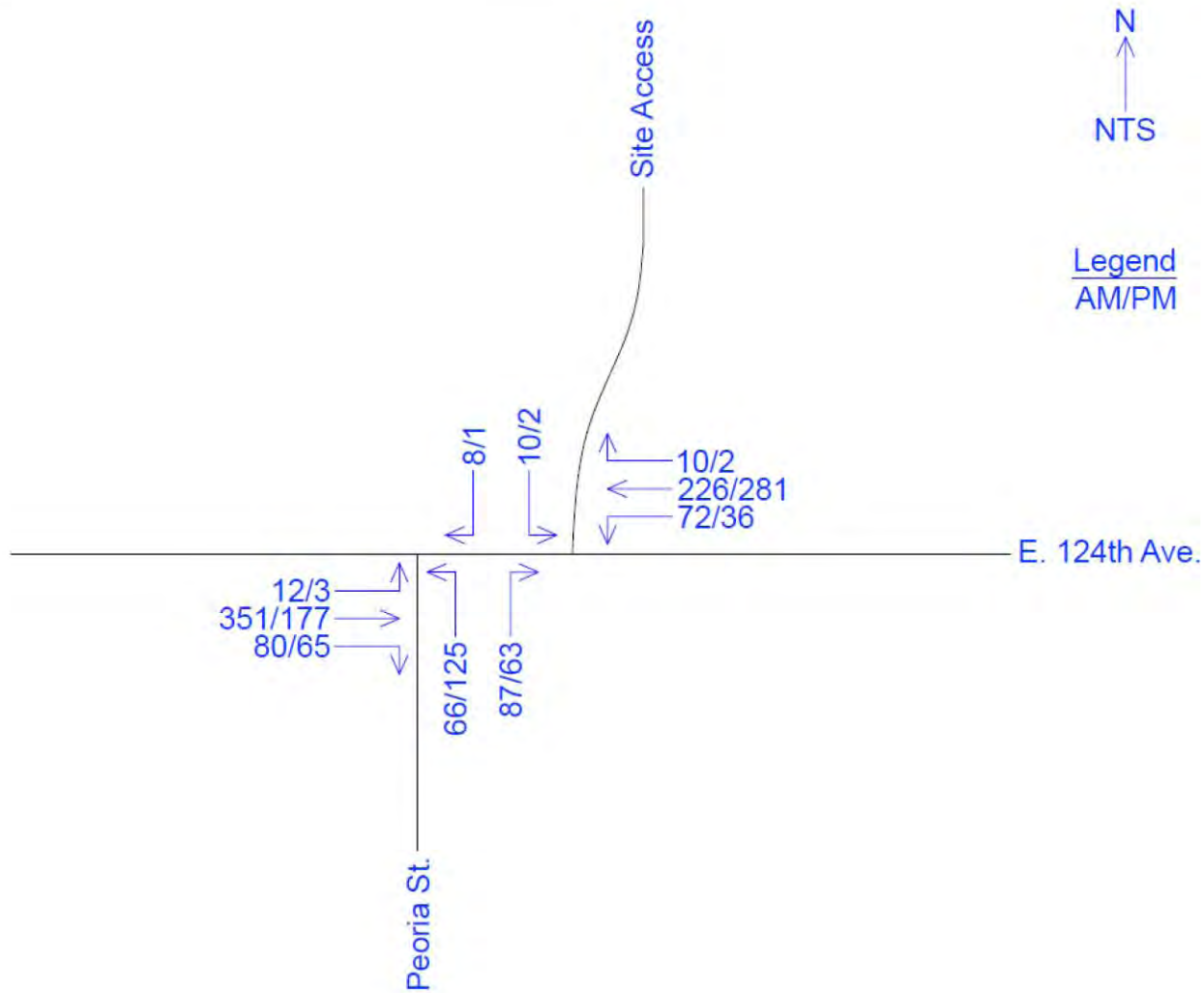


Table 2 - Existing Peak Hour Operation

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
Site Access	EB Thru/Left/Right	A	A
	EB Approach	A	A
	WB Thru/Left/Right	A	A
	WB Approach	A	A
	NB Left/Right	B	B
	NB Approach	B	B
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Table 3 - 2022 Background Peak Hour Operation

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
Site Access	EB Thru/Left/Right	A	A
	EB Approach	A	A
	WB Thru/Left/Right	A	A
	WB Approach	A	A
	NB Left/Right	B	B
	NB Approach	B	B
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Table 4 – 2035 Background Peak Hour Operation

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
Site Access	EB Thru/Left/Right	A	A
	EB Approach	A	A
	WB Thru/Left/Right	A	A
	WB Approach	A	A
	NB Left/Right	C	C
	NB Approach	C	C
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Table 5 – 2022 Short Range Total Peak Hour Operation

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
Site Access	EB Thru/Left/Right	A	A
	EB Approach	A	A
	WB Thru/Left/Right	A	A
	WB Approach	A	A
	NB Left/Right	B	B
	NB Approach	B	B
	SB Left/Right	B	B
	SB Approach	B	B
	Overall	A	A

Table 6 – 2035 Long Range Total Peak Hour Operation

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
Site Access	EB Thru/Left/Right	A	A
	EB Approach	A	A
	WB Thru/Left/Right	A	A
	WB Approach	A	A
	NB Left/Right	C	C
	NB Approach	C	C
	SB Left/Right	B	B
	SB Approach	B	B
	Overall	B	A

6.0 Conclusions

Based upon the analysis in this study, the proposed CCC Recycling Facility at 12575 Tucson Street, Adams County, CO will be able to meet Adams County's requirements and not create a negative impact upon the local and regional traffic system.

The findings of the TIS are summarized below:

1. The CCC Recycling Facility is anticipated to generate approximately 24 daily weekday trips, 20 AM peak hour trips, and 13 PM peak hour trips.
2. Access to the site will be from the existing full-movement access point location to E. 124th Avenue located west of Henderson Elementary School.
3. The E. 124th Avenue/site access intersection will operate acceptably during the AM and PM peak hours in the Short Term and Long Term Planning Horizon with the Proposed Development (per Chapter 8 in Adams County Development Standards and Regulations).
4. Auxiliary lanes are not required at the E. 124th Avenue/site access intersection per the Auxiliary Lane Requirements (Section 8-01-08-01 in Chapter 8, Adams County Development Standards and Regulations).
5. Signal warrants are not anticipated to be met at the E. 124th Avenue/site access intersection.

APPENDICES:

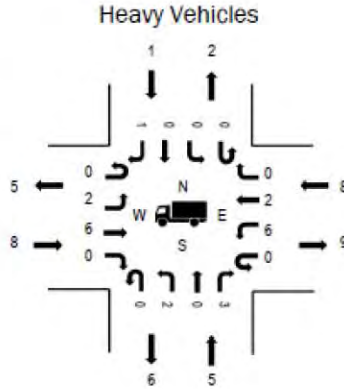
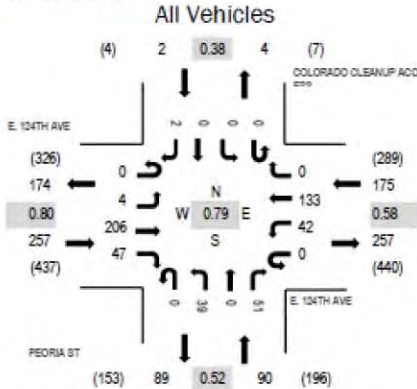
Appendix A: Traffic Counts



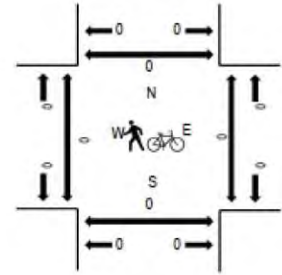
(303) 216-2439
www.alltrafficdata.net

Location: 1 PEORIA ST & E. 124TH AVE AM
Date and Start Time: Thursday, January 12, 2017
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 08:15 AM - 08:30 AM

Peak Hour



Pedestrians/Bicycles in Crosswalk



Note: Total study counts contained in parentheses.

	HV%	PHF
EB	3.1%	0.80
WB	4.6%	0.58
NB	5.6%	0.38
SB	50.0%	0.79
All	4.2%	0.79

Traffic Counts - All Vehicles

Interval Start Time	E. 124TH AVE Eastbound				E. 124TH AVE Westbound				PEORIA ST Northbound				COLORADO CLEANUP Southbound				Total	Rolling Hour
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right		
7:00 AM	0	1	58	23	0	7	25	0	0	30	0	27	0	0	0	0	171	513
7:15 AM	0	0	35	11	0	4	29	0	0	16	0	16	0	0	0	0	111	470
7:30 AM	0	1	47	10	0	3	31	0	0	9	0	4	0	0	0	0	105	524
7:45 AM	0	1	59	16	0	5	27	0	0	7	0	10	0	0	0	1	126	498
8:00 AM	0	2	48	16	0	7	26	0	0	12	0	16	0	0	0	1	128	413
8:15 AM	0	0	52	5	0	27	49	0	0	11	0	21	0	0	0	0	185	
8:30 AM	0	0	25	10	0	8	26	0	0	7	0	3	0	0	0	0	79	
8:45 AM	0	2	14	1	0	0	15	0	0	2	0	5	0	0	0	2	41	
Count Total	0	7	338	92	0	61	228	0	0	94	0	102	0	0	0	4	926	
Peak Hour	0	4	206	47	0	42	133	0	0	39	0	51	0	0	0	2	524	

Traffic Counts - Heavy Vehicles and Pedestrians/Bicycles in Crosswalk

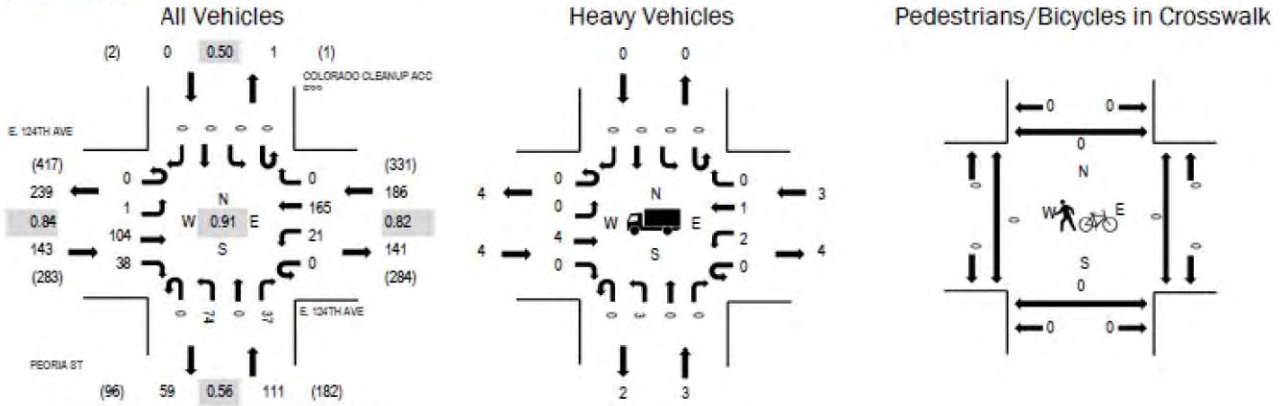
Interval Start Time	Heavy Vehicles					Total	Interval Start Time	Pedestrians/Bicycles on Crosswalk					Total
	EB	NB	WB	SB				EB	NB	WB	SB		
7:00 AM	1	4	0	0	0	5	7:00 AM	0	0	0	0	0	0
7:15 AM	1	1	0	0	0	2	7:15 AM	0	0	0	0	0	0
7:30 AM	4	1	0	0	0	5	7:30 AM	0	0	0	0	0	0
7:45 AM	2	0	3	1	0	6	7:45 AM	0	0	0	0	0	0
8:00 AM	2	2	0	0	0	4	8:00 AM	0	0	0	0	0	0
8:15 AM	0	2	5	0	0	7	8:15 AM	0	0	0	0	0	0
8:30 AM	1	0	0	0	0	1	8:30 AM	0	0	0	0	0	0
8:45 AM	1	1	1	1	0	4	8:45 AM	0	0	0	0	0	0
Count Total	12	11	9	2	0	34	Count Total	0	0	0	0	0	0
Peak Hour	8	5	8	1	0	22	Peak Hour	0	0	0	0	0	0



(303) 216-2439
www.alltrafficdata.net

Location: 1 PEORIA ST & E. 124TH AVE PM
Date and Start Time: Thursday, January 12, 2017
Peak Hour: 04:00 PM - 05:00 PM
Peak 15-Minutes: 04:15 PM - 04:30 PM

Peak Hour



	HV%	PHF
EB	2.8%	0.84
WB	1.6%	0.82
NB	2.7%	0.56
SB	0.0%	0.50
All	2.3%	0.91

Traffic Counts - All Vehicles

Interval Start Time	E. 124TH AVE Eastbound				E. 124TH AVE Westbound				PEORIA ST Northbound			COLORADO CLEANUP Southbound				Total	Rolling Hour	
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru			Right
4:00 PM	0	1	30	11	0	6	35	0	0	14	0	9	0	0	0	0	106	440
4:15 PM	0	0	29	5	0	7	30	0	0	30	0	20	0	0	0	0	121	428
4:30 PM	0	0	17	7	0	4	55	0	0	16	0	8	0	0	0	0	107	400
4:45 PM	0	0	28	15	0	4	45	0	0	14	0	0	0	0	0	0	106	367
5:00 PM	0	0	24	12	0	3	38	0	0	9	0	7	0	0	0	1	94	358
5:15 PM	0	0	29	6	0	1	43	0	0	6	0	7	0	0	0	1	93	
5:30 PM	0	0	28	3	0	3	28	0	0	7	0	5	0	0	0	0	74	
5:45 PM	0	0	34	4	0	5	24	0	0	21	0	9	0	0	0	0	97	
Count Total	0	1	219	63	0	33	298	0	0	117	0	65	0	0	0	2	798	
Peak Hour	0	1	104	38	0	21	165	0	0	74	0	37	0	0	0	0	440	

Traffic Counts - Heavy Vehicles and Pedestrians/Bicycles in Crosswalk

Interval Start Time	Heavy Vehicles					Interval Start Time	Pedestrians/Bicycles on Crosswalk				
	EB	NB	WB	SB	Total		EB	NB	WB	SB	Total
4:00 PM	1	0	0	0	1	4:00 PM	0	0	0	0	0
4:15 PM	1	2	3	0	6	4:15 PM	0	0	0	0	0
4:30 PM	0	0	0	0	0	4:30 PM	0	0	0	0	0
4:45 PM	2	1	0	0	3	4:45 PM	0	0	0	0	0
5:00 PM	1	0	3	1	5	5:00 PM	0	0	0	0	0
5:15 PM	0	0	2	0	2	5:15 PM	0	0	0	0	0
5:30 PM	0	0	2	0	2	5:30 PM	0	0	0	0	0
5:45 PM	0	0	1	0	1	5:45 PM	0	0	0	0	0
Count Total	5	3	11	1	20	Count Total	0	0	0	0	0
Peak Hour	4	3	3	0	10	Peak Hour	0	0	0	0	0

Appendix B: Staff Correspondence (Page 1 of 3)

Sean Kellar

From: Greg Labrie [GLabrie@adcogov.org]
Sent: Wednesday, December 14, 2016 8:52 AM
To: 'Sean Kellar'
Subject: RE: Colorado Cleanup Corp./Recycling Facility TIS
Flag Status: Flagged

Sean,

Adams County Development Engineering is in agreement with the proposed approach to complete a traffic impact study for the recycling facility located at 12575 Tucson Street.

Sincerely,

T. Greg Labrie, PE, CFM
Senior Engineer
Adams County
Development Engineering Services
4430 S. Adams County Parkway
Brighton, CO 80601
Ph # 720-523-6824



From: Sean Kellar [mailto:skellar@kellarengineering.com]
Sent: Tuesday, December 13, 2016 9:10 AM
To: Greg Labrie
Subject: RE: Colorado Cleanup Corp./Recycling Facility TIS

Hi Greg,

Just following up to see if you'd had a chance to look into this.

Respectfully,

Sean Kellar, PE, PTOE

970.219.1602
www.kellarengineering.com

From: Sean Kellar [mailto:skellar@kellarengineering.com]
Sent: Wednesday, December 7, 2016 2:08 PM
To: 'glabrie@adcogov.org'

Appendix B: Staff Correspondence (Page 2 of 3)

Cc: 'skellar@kellarengineering.com'

Subject: Colorado Cleanup Corp./Recycling Facility TIS

Greg,

I've been asked to provide a traffic impact study (TIS) for the Colorado Cleanup Corp./Recycling Facility on a portion of property located at 12575 Tucson Street. Looking at page 8-22 in Chapter 8 of the Adams County Development Standards and Regulations it appears that the level of TIS is expected to be a Level 1 TIS with an expected Trip Generation of 20-50 vpd. I spoke with Keith Nolf at Colorado Cleanup Corp (CCC) yesterday and he indicated that they only have approximately 30 "haul days" a year where they are running trucks. On these "haul days" they are running approximately one truck every 20 minutes over an 8 hour day. This equates to approximately 24 vpd on these "haul days". To be conservative I'll be looking at a typical "haul day" in the TIS. The following is what I am planning on looking at in the TIS.

1. Level 1 TIS
2. Trip Generation associated with a typical "haul day" based upon the information provided by the client.
3. % trucks analyzed in the TIS as 90% trucks for the Site Generated Traffic plus employee traffic per the ITE
4. Analyze the site's access point(s) to the public streets for the weekday AM and PM peak hours
5. Short and Long Term Planning Horizon with and without Proposed Development (per Chapter 8)

Please do let me know if I missed anything. I want to make sure that I'm giving you what you need in the TIS.

Respectfully,

Sean Kellar, PE, PTOE

970.219.1602

www.kellarengineering.com

Appendix B: Staff Correspondence (Page 3 of 3)

Table 8.15—Traffic Impact Study Requirement

Type of Application	Expected Trip Generation ^b	Level of Traffic Impact Study (TIS)
Rezoning ^a	20-50 vpd	Level 1 TIS
	50-500 vpd	Level 2 TIS
	>500 vpd	Level 3 TIS
Residential Plats	20-50 vpd	Level 1 TIS
	50-250 vpd	Level 2 TIS
	>250 vpd	Level 3 TIS
All Other Plats	20-50 vpd	Level 1 TIS
	50-500 vpd	Level 2 TIS
	>500 vpd	Level 3 TIS
Conditional and Temporary Use ^a	>250 vpd >40 ingress truck trips	Level 3 TIS
Multi-year Buildout Developments	>100 vpd each phase	<ul style="list-style-type: none"> Develop a Master TIS for the original land use Updated during each filing for specific use
Building Permit, or Change-in-use Application ^a	20-50 vpd	Level 1 TIS
	50-500 vpd	Level 2 TIS with Driveway Volume and Capacity Analysis
	>500 vpd	<ul style="list-style-type: none"> Driveway Volume and Capacity Analysis Level 3 TIS

^a A limited or Full TIS may be required if one or more of the following conditions are found:

- Traffic generated from a non-residential development will significantly impact adjacent residential neighborhoods.
- Traffic operational impacts are anticipated including problems with access, left or right turns, signal timing, median openings, or sight distance. In such cases, the TIS will only be required to answer questions related to the specific issues.
- Existing traffic operational problems on adjacent streets are expected to be substantially disrupted by traffic generated by the new development.
- Significant citizen opposition is expected for traffic impact and safety reasons.
- Cases where the internal street or access system is not anticipated to accommodate the expected traffic generations.
- Safety of High Accident Issues
- Significant operational impacts on other modes of transportation.
- Description of 3 levels can be found in Section 8-02-02.

^b Based on ITE Trip Generation Manual. If other data is submitted, applicant will need supporting documentation.

8-02-03 **PRELIMINARY SCOPING MEETING**

If the criteria determines a Level 2 or Level 3 TIS is required, a preliminary scoping meeting may be held with the County. The purpose of the meeting is to discuss site-

Appendix C: Level of Service (LOS) Tables

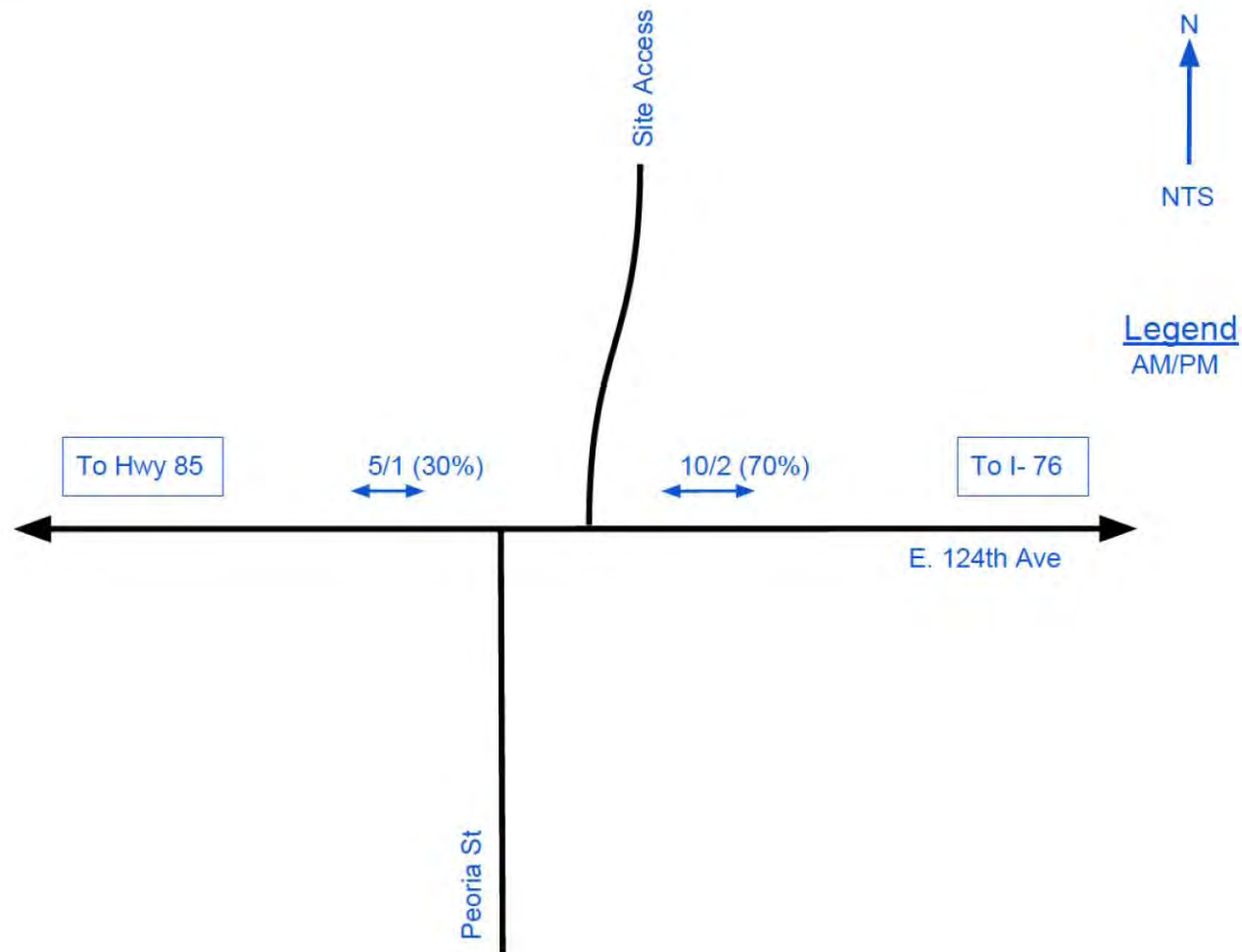
Level of Service Definitions

Level of Service (LOS)	Signalized Intersection Average Total Delay (sec/veh)	Unsignalized Intersection Average Total Delay (sec/veh)
A	≤ 10	≤ 10
B	> 10 and ≤ 20	> 10 and ≤ 15
C	> 20 and ≤ 35	> 15 and ≤ 25
D	> 35 and ≤ 55	> 25 and ≤ 35
E	> 55 and ≤ 80	> 35 and ≤ 50
F	> 80	> 50

Appendix D: Aerial Image (Google Earth)



Appendix E: Traffic Routing Exhibit
Site Generated Traffic



Appendix F: HCM Calculations (Synchro Version 9.1)

Recent AM Peak Hour
3: Peoria St & 124th Ave

Intersection

Int Delay, s/veh 2.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↶		↷		↶	
Traffic Vol, veh/h	206	47	42	133	39	51
Future Vol, veh/h	206	47	42	133	39	51
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	242	55	49	156	46	60

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	298	525
Stage 1	-	-	270
Stage 2	-	-	255
Critical Hdwy	-	4.12	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	1263	513
Stage 1	-	-	775
Stage 2	-	-	788
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1263	491
Mov Cap-2 Maneuver	-	-	491
Stage 1	-	-	775
Stage 2	-	-	755

Approach	EB	WB	NB
HCM Control Delay, s	0	1.9	12
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	617	-	-	1263	-
HCM Lane V/C Ratio	0.172	-	-	0.039	-
HCM Control Delay (s)	12	-	-	8	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.6	-	-	0.1	-

Recent AM Peak Hour
5: 124th Ave & Site Access

Intersection

Int Delay, s/veh 0.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↖	↗		↘	
Traffic Vol, veh/h	4	206	133	0	0	2
Future Vol, veh/h	4	206	133	0	0	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	242	156	0	0	2

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	156	0	156
Stage 1	-	-	156
Stage 2	-	-	252
Critical Hdwy	4.12	-	6.22
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	2.218	-	3.318
Pot Cap-1 Maneuver	1424	-	890
Stage 1	-	-	872
Stage 2	-	-	790
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1424	-	890
Mov Cap-2 Maneuver	-	-	597
Stage 1	-	-	872
Stage 2	-	-	787

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	9.1
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1424	-	-	-	890
HCM Lane V/C Ratio	0.003	-	-	-	0.003
HCM Control Delay (s)	7.5	0	-	-	9.1
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Recent PM Peak Hour
3: Peoria St & 124th Ave

Kellar Engineering
01/27/2017

Intersection

Int Delay, s/veh 3.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	104	38	21	165	74	37
Future Vol, veh/h	104	38	21	165	74	37
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	122	45	25	194	87	44

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	167
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1411
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1411
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.9	11.6
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	678	-	-	1411	-
HCM Lane V/C Ratio	0.193	-	-	0.018	-
HCM Control Delay (s)	11.6	-	-	7.6	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.7	-	-	0.1	-

Recent PM Peak Hour
5: 124th Ave & Site Access

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↖	↗		↘	
Traffic Vol, veh/h	1	104	165	0	0	0
Future Vol, veh/h	1	104	165	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	122	194	0	0	0

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	194	0	194
Stage 1	-	-	194
Stage 2	-	-	125
Critical Hdwy	4.12	-	6.22
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	2.218	-	3.318
Pot Cap-1 Maneuver	1379	-	847
Stage 1	-	-	839
Stage 2	-	-	901
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1379	-	847
Mov Cap-2 Maneuver	-	-	847
Stage 1	-	-	839
Stage 2	-	-	900

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1379	-	-	-	-
HCM Lane V/C Ratio	0.001	-	-	-	-
HCM Control Delay (s)	7.6	0	-	-	0
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	-

Intersection

Int Delay, s/veh 2.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	239	54	49	154	45	59
Future Vol, veh/h	239	54	49	154	45	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	260	59	53	167	49	64

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	318
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1242
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1242
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.9	13
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	560	-	-	1242	-
HCM Lane V/C Ratio	0.202	-	-	0.043	-
HCM Control Delay (s)	13	-	-	8	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.7	-	-	0.1	-

Intersection

Int Delay, s/veh 0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↖	↗		↘	
Traffic Vol, veh/h	5	239	154	0	0	2
Future Vol, veh/h	5	239	154	0	0	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	260	167	0	0	2

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	167	0	167
Stage 1	-	-	167
Stage 2	-	-	271
Critical Hdwy	4.12	-	6.22
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	2.218	-	3.318
Pot Cap-1 Maneuver	1411	-	877
Stage 1	-	-	863
Stage 2	-	-	775
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1411	-	877
Mov Cap-2 Maneuver	-	-	574
Stage 1	-	-	863
Stage 2	-	-	772

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	9.1
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1411	-	-	-	877
HCM Lane V/C Ratio	0.004	-	-	-	0.002
HCM Control Delay (s)	7.6	0	-	-	9.1
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection

Int Delay, s/veh 3.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	121	44	24	191	86	43
Future Vol, veh/h	121	44	24	191	86	43
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	132	48	26	208	93	47

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	179
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1397
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1397
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.9	11.9
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	658	-	-	1397	-
HCM Lane V/C Ratio	0.213	-	-	0.019	-
HCM Control Delay (s)	11.9	-	-	7.6	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.8	-	-	0.1	-

Intersection

Int Delay, s/veh 0

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↖	↗		↘	
Traffic Vol, veh/h	1	121	191	0	0	0
Future Vol, veh/h	1	121	191	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	132	208	0	0	0

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	208	0	208
Stage 1	-	-	208
Stage 2	-	-	134
Critical Hdwy	4.12	-	6.22
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	2.218	-	3.318
Pot Cap-1 Maneuver	1363	-	832
Stage 1	-	-	827
Stage 2	-	-	892
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1363	-	832
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	827
Stage 2	-	-	891

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1363	-	-	-	-
HCM Lane V/C Ratio	0.001	-	-	-	-
HCM Control Delay (s)	7.6	0	-	-	0
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	-

2022 Short Range Total AM Peak Hour
3: Peoria St & 124th Ave

Kellar Engineering
01/27/2017

Intersection

Int Delay, s/veh 2.8

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	239	54	49	154	45	59
Future Vol, veh/h	239	54	49	154	45	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	260	59	53	167	49	64

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	318
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1242
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1242
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.9	12.5
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	592	-	-	1242	-
HCM Lane V/C Ratio	0.191	-	-	0.043	-
HCM Control Delay (s)	12.5	-	-	8	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.7	-	-	0.1	-

2022 Short Range Total AM Peak Hour
5: 124th Ave & Site Access

Kellar Engineering
01/27/2017

Intersection

Int Delay, s/veh 0.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↖	↗		↘	
Traffic Vol, veh/h	10	239	154	10	10	7
Future Vol, veh/h	10	239	154	10	10	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	90	2	2	90	90	90
Mvmt Flow	11	260	167	11	11	8

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	178	0	173
Stage 1	-	-	173
Stage 2	-	-	282
Critical Hdwy	5	-	7.3
Critical Hdwy Stg 1	-	-	6.3
Critical Hdwy Stg 2	-	-	6.3
Follow-up Hdwy	3.01	-	4.31
Pot Cap-1 Maneuver	1005	-	686
Stage 1	-	-	683
Stage 2	-	-	601
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1005	-	686
Mov Cap-2 Maneuver	-	-	425
Stage 1	-	-	683
Stage 2	-	-	593

Approach	EB	WB	SB
HCM Control Delay, s	0.3	0	12.4
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1005	-	-	-	504
HCM Lane V/C Ratio	0.011	-	-	-	0.037
HCM Control Delay (s)	8.6	0	-	-	12.4
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.1

2022 Short Range Total PM Peak Hour
3: Peoria St & 124th Ave

Intersection

Int Delay, s/veh 3.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	T		T		T	
Traffic Vol, veh/h	121	44	24	191	86	43
Future Vol, veh/h	121	44	24	191	86	43
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	132	48	26	208	93	47

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	179	415
Stage 1	-	-	155
Stage 2	-	-	260
Critical Hdwy	-	4.12	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	1397	594
Stage 1	-	-	873
Stage 2	-	-	783
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1397	582
Mov Cap-2 Maneuver	-	-	582
Stage 1	-	-	873
Stage 2	-	-	767

Approach	EB	WB	NB
HCM Control Delay, s	0	0.9	11.9
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	658	-	-	1397	-
HCM Lane V/C Ratio	0.213	-	-	0.019	-
HCM Control Delay (s)	11.9	-	-	7.6	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.8	-	-	0.1	-

2022 Short Range Total PM Peak Hour
5: 124th Ave & Site Access

Kellar Engineering
01/27/2017

Intersection

Int Delay, s/veh 0.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↖	↗		↘	
Traffic Vol, veh/h	2	121	191	2	2	1
Future Vol, veh/h	2	121	191	2	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	90	2	2	90	90	90
Mvmt Flow	2	132	208	2	2	1

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	210	0	345
Stage 1	-	-	209
Stage 2	-	-	136
Critical Hdwy	5	-	7.3
Critical Hdwy Stg 1	-	-	6.3
Critical Hdwy Stg 2	-	-	6.3
Follow-up Hdwy	3.01	-	4.31
Pot Cap-1 Maneuver	974	-	507
Stage 1	-	-	655
Stage 2	-	-	713
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	974	-	506
Mov Cap-2 Maneuver	-	-	506
Stage 1	-	-	655
Stage 2	-	-	712

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	11.6
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	974	-	-	-	547
HCM Lane V/C Ratio	0.002	-	-	-	0.006
HCM Control Delay (s)	8.7	0	-	-	11.6
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection

Int Delay, s/veh 3.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	351	80	72	226	66	87
Future Vol, veh/h	351	80	72	226	66	87
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	382	87	78	246	72	95

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	468	827
Stage 1	-	-	425
Stage 2	-	-	402
Critical Hdwy	-	4.12	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	1094	341
Stage 1	-	-	659
Stage 2	-	-	676
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1094	313
Mov Cap-2 Maneuver	-	-	313
Stage 1	-	-	659
Stage 2	-	-	620

Approach	EB	WB	NB
HCM Control Delay, s	0	2.1	18.2
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	438	-	-	1094	-
HCM Lane V/C Ratio	0.38	-	-	0.072	-
HCM Control Delay (s)	18.2	-	-	8.5	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	1.7	-	-	0.2	-

Intersection

Int Delay, s/veh 0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↖	↗		↘	
Traffic Vol, veh/h	7	351	226	0	0	3
Future Vol, veh/h	7	351	226	0	0	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	382	246	0	0	3

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	246	0	246
Stage 1	-	-	246
Stage 2	-	-	397
Critical Hdwy	4.12	-	6.22
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	2.218	-	3.318
Pot Cap-1 Maneuver	1320	-	793
Stage 1	-	-	795
Stage 2	-	-	679
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1320	-	793
Mov Cap-2 Maneuver	-	-	434
Stage 1	-	-	795
Stage 2	-	-	674

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	9.6
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1320	-	-	-	793
HCM Lane V/C Ratio	0.006	-	-	-	0.004
HCM Control Delay (s)	7.7	0	-	-	9.6
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection

Int Delay, s/veh 4.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	177	65	36	281	125	63
Future Vol, veh/h	177	65	36	281	125	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	192	71	39	305	136	68

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	263	612
Stage 1	-	-	228
Stage 2	-	-	384
Critical Hdwy	-	4.12	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	1301	456
Stage 1	-	-	810
Stage 2	-	-	688
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1301	440
Mov Cap-2 Maneuver	-	-	440
Stage 1	-	-	810
Stage 2	-	-	663

Approach	EB	WB	NB
HCM Control Delay, s	0	0.9	16.3
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	520	-	-	1301	-
HCM Lane V/C Ratio	0.393	-	-	0.03	-
HCM Control Delay (s)	16.3	-	-	7.9	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	1.9	-	-	0.1	-

2035 Background PM Peak Hour
5: 124th Ave & Site Access

Intersection

Int Delay, s/veh 0

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↖	↗		↘	
Traffic Vol, veh/h	2	177	281	0	0	0
Future Vol, veh/h	2	177	281	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	192	305	0	0	0

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	305	0	502
Stage 1	-	-	305
Stage 2	-	-	197
Critical Hdwy	4.12	-	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	2.218	-	3.518
Pot Cap-1 Maneuver	1256	-	735
Stage 1	-	-	748
Stage 2	-	-	836
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1256	-	735
Mov Cap-2 Maneuver	-	-	528
Stage 1	-	-	748
Stage 2	-	-	834

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1256	-	-	-	-
HCM Lane V/C Ratio	0.002	-	-	-	-
HCM Control Delay (s)	7.9	0	-	-	0
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	-

2035 Long Range Total AM Peak Hour
3: Peoria St & 124th Ave

Intersection

Int Delay, s/veh 4.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	351	80	72	226	66	87
Future Vol, veh/h	351	80	72	226	66	87
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	382	87	78	246	72	95

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	468	827
Stage 1	-	-	425
Stage 2	-	-	402
Critical Hdwy	-	4.12	7.12
Critical Hdwy Stg 1	-	-	6.12
Critical Hdwy Stg 2	-	-	6.12
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	1094	291
Stage 1	-	-	607
Stage 2	-	-	625
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1094	273
Mov Cap-2 Maneuver	-	-	273
Stage 1	-	-	607
Stage 2	-	-	573

Approach	EB	WB	NB
HCM Control Delay, s	0	2.1	20.1
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	403	-	-	1094	-
HCM Lane V/C Ratio	0.413	-	-	0.072	-
HCM Control Delay (s)	20.1	-	-	8.5	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	2	-	-	0.2	-

2035 Long Range Total AM Peak Hour
5: 124th Ave & Site Access

Kellar Engineering
01/27/2017

Intersection

Int Delay, s/veh 0.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↖	↗		↘	
Traffic Vol, veh/h	12	351	226	10	10	8
Future Vol, veh/h	12	351	226	10	10	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	90	2	2	90	90	90
Mvmt Flow	13	382	246	11	11	9

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	257	0	659
Stage 1	-	-	251
Stage 2	-	-	408
Critical Hdwy	5	-	7.3
Critical Hdwy Stg 1	-	-	6.3
Critical Hdwy Stg 2	-	-	6.3
Follow-up Hdwy	3.01	-	4.31
Pot Cap-1 Maneuver	930	-	317
Stage 1	-	-	623
Stage 2	-	-	517
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	930	-	311
Mov Cap-2 Maneuver	-	-	311
Stage 1	-	-	623
Stage 2	-	-	508

Approach	EB	WB	SB
HCM Control Delay, s	0.3	0	14.5
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	930	-	-	-	398
HCM Lane V/C Ratio	0.014	-	-	-	0.049
HCM Control Delay (s)	8.9	0	-	-	14.5
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.2

2035 Long Range Total PM Peak Hour
3: Peoria St & 124th Ave

Kellar Engineering
01/27/2017

Intersection

Int Delay, s/veh 4.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↵		↶		↷	
Traffic Vol, veh/h	177	65	36	281	125	63
Future Vol, veh/h	177	65	36	281	125	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	192	71	39	305	136	68

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	263	612
Stage 1	-	-	228
Stage 2	-	-	384
Critical Hdwy	-	4.12	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	-	2.218	3.518
Pot Cap-1 Maneuver	-	1301	456
Stage 1	-	-	810
Stage 2	-	-	688
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1301	440
Mov Cap-2 Maneuver	-	-	440
Stage 1	-	-	810
Stage 2	-	-	663

Approach	EB	WB	NB
HCM Control Delay, s	0	0.9	16.3
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	520	-	-	1301	-
HCM Lane V/C Ratio	0.393	-	-	0.03	-
HCM Control Delay (s)	16.3	-	-	7.9	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	1.9	-	-	0.1	-

2035 Long Range Total PM Peak Hour
5: 124th Ave & Site Access

Intersection

Int Delay, s/veh 0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↖	↗		↘	
Traffic Vol, veh/h	3	177	281	2	2	1
Future Vol, veh/h	3	177	281	2	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	90	2	2	90	90	90
Mvmt Flow	3	192	305	2	2	1

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	308	0	506
Stage 1	-	-	307
Stage 2	-	-	199
Critical Hdwy	5	-	7.3
Critical Hdwy Stg 1	-	-	6.3
Critical Hdwy Stg 2	-	-	6.3
Follow-up Hdwy	3.01	-	4.31
Pot Cap-1 Maneuver	884	-	399
Stage 1	-	-	583
Stage 2	-	-	663
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	884	-	397
Mov Cap-2 Maneuver	-	-	397
Stage 1	-	-	583
Stage 2	-	-	660

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	13.2
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	884	-	-	-	441
HCM Lane V/C Ratio	0.004	-	-	-	0.007
HCM Control Delay (s)	9.1	0	-	-	13.2
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
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Development Review Team Comments

Date: 6/16/16

Project Number: RCU2016-00012

Project Name: Colorado Cleanup Corp./ Recycling Facility

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.

Commenting Division: Development Services, Planning

Email: ecollins@adcogov.org

PLN1. This request is for a Conditional Use permit to operate a Recycling Facility on a portion of property located at 12575 Tucson St.

- a. The subject property (parcel number 0157136200002) is designated Agriculture-3 (A-3) and is approximately 101.2 acres.
- b. Applicant occupies approximately 4.83 acres.
- c. Proposed use includes aggregate recycling and manufacturing through crushing and screening.
- d. Material includes concrete, asphalt, and aggregate (rock) from demolition projects around the metro area.
- e. A portable crusher and screening plant is utilized on-site.
- f. No permanent structures on-site.

PLN2. A-3 Standards, Section 3-10-01.

- a. The purpose of this zone district is to provide land holdings of at least 35 acres for dryland or irrigated farming, pasturage, or other food related production uses.
- b. Permitted Conditional Uses include heavy industry, light industry, and recycling facilities.

PLN3. Comprehensive Plan

- a. The subject property is designated as Urban Residential in the Future Land Use map.
- b. Per Chapter 5 of the Comprehensive Plan:
 - i. These areas are designated for single and multiple family housing, typically at urban densities of one dwelling per acre or greater.

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- ii. Intended to provide for development of residential neighborhoods with a variety of housing types, with adequate urban services and transportation facilities.
- iii. Intended to create and maintain healthy residential neighborhoods.
- c. **The proposed development is inconsistent with the goals of the Comprehensive Plan as outlined above.**

PLN4. Recycling Facilities Performance Standards, Section 4-10-02-05-07

- a. An 8 foot solid screen fence shall enclose all outside storage.
 - i. **Please provide a revised site plan showing location of screen fencing. And details of screen material for the fence.**
- b. Traffic control plan is required.
 - i. **Please submit a traffic control plan showing trip generation, peak periods, and general routes.**
- c. Nuisance control plan is required.
 - i. **In the project narrative, information on dust control and mitigation was provided. However, information regarding light and vibration was not included. Please provide this information in a re-submittal.**
 - ii. **In addition, information on noise mitigation was provided. However, per Section 4-13-03, the maximum noise decibel for A-3 properties is 80 and measured from the nearest property line. Please demonstrate how this requirement shall be met.**
- d. All sites shall maintain a clean, neat, and orderly appearance. Stockpiles of materials may only be placed as specified in the design and operation plan.
- e. All operators shall maintain records showing amounts of stockpiled materials both processed and unprocessed that is consistent with the amounts allowed in the Permit. Records containing customer lists and records showing amounts of recycled material shipped off site shall be maintained.
- f. Prior to commencing operations, and thereafter during the active life of the facility, and for one (1) year after closure, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County.
 - i. The amount of the bond shall be calculated to include removal, tipping fees, and transportation costs.
- g. Operators shall remove trash, or other waste material, of the type which is brought to the facility, along public rights-of-way within one-half (1/2) mile of the facility.

PLN5. Outdoor Storage, Section 4-10-02-04-09:

- a. All outdoor storage shall be screened and shall not exceed the height of the fence.
- b. All outdoor storage shall be designed with adequate access areas and shall meet requirements of the local fire district.
 - i. **Please demonstrate compliance with the performance standard and local fire district requirements.**

PLN6. Criteria for approval (Conditional Use Permit), Section 2-02-08-06:

- a. The conditional use is permitted in the applicable zone district.
- b. The conditional use is consistent with the purposes of these standards and regulations.
 - i. **Per Section 4-16, all developments are required to landscape a minimum of 10% of the lot area. Please provide a landscape plan demonstrating how this requirement shall be met.**
- c. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
 - i. **Please see PLN7 for further comments.**
- d. 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.
 - i. **Per the Comprehensive Plan, this area is designated as Urban Residential. The proposed development is inconsistent with the Comprehensive Plan and the Development Standards and Regulations.**
- e. The conditional use permit has addressed all off-site impacts.
 - i. **See PLN7 comments.**
- f. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
 - i. **See PLN7 and PLN8 comments.**
- g. 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.
 - i. **Information on the site plan did not adequately depict proposed activities and uses on site. There were no information on parking scheme, traffic circulation, fencing, screening, landscaping, signage, and lighting. Please demonstrate how these requirements shall be met.**
- h. 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.
 - i. **Please demonstrate compliance with Fire District review comments.**

PLN7. Criteria for approval for Recycling Facilities, Section 2-02-08-07-03:

- a. There is a need for the recycling operation for the benefit of Adams County and the proposed end use of the recycled material is a viable marketable material.
- b. The request is compatible with the Adams County Comprehensive Plan, complies with the minimum zoning requirements of the zone district in which the Conditional Use Permit is to be granted, and complies with all other applicable requirements of the Adams County Development Standards.
 - i. **See PLN 6 comments.**
- c. The applicant has documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Public Health and

Environment, Tri-County Health Department, Fire Department, and other relevant agencies.

i. Please demonstrate compliance with all agency comments.

- d. The proposed facility will not cause significant congestion or traffic hazards.
 - i. See PLN 4 comments.
- e. The request is compatible with the surrounding area.
 - i. Please demonstrate how the proposed development will be compatible with the surrounding development including the school and residential development to the south.**
- f. The site will not impact health and welfare for the community based upon specific recycling facility design and operating procedures.

PLN8. Natural Resource Conservation Overlay (NRCO), Section 3-38 and Section 4-11-02

- a. A portion of the property is within the NRCO overlay area.
- b. **A Resource Review is required** and shall include recommendations for mitigating any negative impacts of the proposed development. See Section 4-11-02-04-02 for specifics on the individual protected resources review requirements.

PLN9. Need Additional Information:

- a. Please provide documentation showing access is permitted across School District property.
- b. Please provide documentation of previously held neighborhood meetings.
- c. What is the PPE referenced in Section 2.1.2 of the DOP plan?
- d. How does separation of all non-concrete/asphalt/ rebar materials occur? Where are these materials disposed of?
- e. What percentage of the site is outdoor storage?
- f. How often is rock (environmental media) crushed to used a landscape media? How is this material sold/ transported?
- g. What other equipment is stored on site? Are vehicles stored overnight on the property?
- h. Is fuel or other chemicals stored on site? Please explain the purpose of these materials if stored on site.
- i. Provide a lighting plan showing type of lighting used on the site, number of lights and height of poles.
- j. During periods of crushing material, how long is the crusher operated (hours and days)?

Commenting Division: Development Services, Engineering:

Name of Review: Greg Labrie

Email: glabrie@adcogov.org

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C336H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, a portion of the project site is located within a special flood hazard delineated area. If any construction

activity occurs in the special flood hazard area of the project site, a floodplain use permit will be required. The proposed recycle facility is not in the 100 year floodplain, therefore a floodplain use permit is not required at this time.

ENG2: The project site is partially located in a NRCO district. If any construction activities occur in natural resource conservation area, an environmental assessment is required.

ENG3: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is not within the County's MS4 Stormwater Permit area. The installation of erosion and sediment control BMPs are expected.

ENG4: A traffic impact study completed in accordance to Chapter 8 of the Adams County Development Standards and Regulations is required to be submitted to Adams County for review and approval.

ENG5: The school and 124th Avenue is within the City of Brighton's jurisdiction. The applicant must provide Adams County with an access permit and/or approval from the City of Brighton that allows the recycle facility to use the access onto 124th Avenue.

Commenting Division: Development Services, Right-Of-Way

Name of Review: Bob Kovacs

Email. rkovacs@adcogov.org

ROW1: Colorado Cleanup Corp. should secure an easement from the School District to access across its property.

ROW2: Proof of permission to make this use of part of the Vaughn property should be provided to the County. Possible proof might be 1) Copy of a lease, 2) an easement from the property owner, or 3) both.

ROW3: Even though the ditch company may not be able to grant an easement since it is not the property owner, it may be able to provide a letter indicating to the County that the crossing of the ditch meets its requirements for such crossings and that said crossing is acceptable to it.

Commenting Division: Development Services, Building Safety

Name of Review: Justin Blair

Email. jblair@adcogov.org

BSD1- Construction of buildings or other items may require a building permit from the Building Safety Division.

BSD2- Current adopted codes are the 2012 Editions of the International Building Codes, 2006 Energy Code, and the 2014 National Electrical Code.

Commenting Division: Development Services, Environmental Analyst

Name of Review: Jen Rutter

Email: jrutter@adcogov.org

ENV1. Recycling is considered a Heavy Industrial Use, and is therefore a Conditional Use on A-3 zoned property, such as the subject parcel.

ENV2. The northern part of the site plan is covered by the Natural Resource Conservation Overlay (NRCO), which aims to protect important wildlife areas and designated floodplains and their riparian areas, among other things. See Section 3-38 of the Adams County Development Standards and Regulations for more details.

ENV3. For compliance with the NRCO, if the land area disturbance is greater than one (1) acre, one must complete a Resources Review prior to development. According to the applicant's site plan, up to two acres of proposed development are in the NRCO.

ENV4. The surrounding land uses include outdoor storage (west), agricultural (north and east), residential (east), and a school to the south. There are no other heavy industrial uses in the area. Significant buffering from the lesser intense uses would be recommended.

ENV5. The Design and Operations Plan is adequate and the applicant will only be allowed to accept and recycle the materials outlined in such plan. No shingles are allowed on-site for storage or recycling.

Commenting Division: Parks and Open Space

Name of Review: Aaron Clark

Email: aclark@adcogov.org

POS1: The future Fulton Ditch Trail is planned to cross this property, along the maintenance road used for the ditch. Parks & Open Space requests a trail easement across the property in order to accommodate the future trail.



July 20, 2016

Emily Collins
Adams County
Community & Economic Development Department
4430 S Adams County Pkwy, Suite W2000
Brighton, CO 80601-8204

RE: Colorado Cleanup Corporation
Project No. RCU2016-00012
TCHD Case No. 3925

Dear Ms. Collins:

Thank you for the opportunity to review and comment on the Conditional Use Permit to operate a Recycling Facility in the A-3 zone district for Colorado Cleanup Corporation located at 12575 Tucson St. 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.

Construction and Demolition Recycling Facility

Recycling of industrial materials has the potential to cause odors, ground water contamination, and nuisance conditions. Recycling facilities are regulated by the Hazardous Materials and Waste Management Division of Colorado Department of Public Health and Environment (CDPHE). This facility must meet the requirements of Section 8 of 6CCR 1007-2, Part 1. More information can be found at <https://www.colorado.gov/pacific/cdphe/recycling>.

TCHD recommends including closing procedures in the DOP to ensure that leftover materials are recycled, processed, or reclaimed and not sent to an inert fill upon closure.

Waste tires and conveyor belt rubber were observed on the site. These materials must be disposed of at a registered waste tire recycler or processor with a manifest for disposal.

Vector Control – Outdoor Storage

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. Often, storage facilities attract rodents such as mice and rats which carry diseases that can be spread to humans through contact with rodent feces, urine, or saliva. To prevent rodent infestations, TCHD recommends that the applicant keep the facility as clean as possible and create a plan for regular pest control. If there is an infestation of rodents in the building proposed for demolition, the infestation should be eliminated prior to demolition to prevent the spread of rodents to neighboring properties. Information on rodent control can be found at <http://www.tchd.org/400/Rodent-Control>.

Above Ground Storage Tanks

Leaking storage tanks have the potential to contaminate the soil and groundwater around the tank. The fuel storage tanks and piping shall comply with the regulations of the Environmental Protection Agency (EPA) and the Oil Inspections Section of the Colorado Department of Labor and Employment's Division of Oil and Public Safety. Compliance with these regulations will reduce the likelihood of a tank or piping leak and release of fuel, and provide for detection if a leak occurs. The Oil Inspections Section (OIS) can be reached at (303) 318-8507 or (303) 318-8547, or information can be obtained from the web site <https://www.colorado.gov/ops>.

Although regulations reduce the possibility of a leak, some potential exists for fuel released from a leaking underground tank or piping to contaminate nearby wells. TCHD recommends that the applicant contact the Colorado Department of Natural Resources determine if there are any permitted wells within 500 feet of the facility location. This investigation should determine the location, depth and any other available information on those wells.

Water and Wastewater Provision

Contaminated water is a potential source of illness for event patrons and employees. Therefore, drinking water must be obtained from an approved source and provided in a manner that is protective of water quality.

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.

The applicant has indicated that bottled water is provided for employees and that restrooms are provided in the neighboring building which is owned by the owner of the company. TCHD suggests that the company obtain a restroom affidavit. Since the property is served by an Onsite Wastewater Treatment System (OWTS), TCHD will have to ensure that the number of employees using the system will not exceed the capacity of the system.

Fulton Ditch and Bridge

The site is adjacent to the Fulton Ditch which is a season ditch used for irrigation. This ditch flows very deep at times. The DOP is pretty vague about preventing surface water from leaving the site. Section 3.0 of the DOP states that "silt fencing *may* be installed on the west side of the Fulton Ditch". To prevent surface water from flowing into the ditch and leaving the site, TCHD recommends that the silt fencing be installed and surface grading should be used to prevent drainage into/towards the ditch. A protection berm could also be constructed with the silt fencing. To prevent damage to the bridge and ditch, the load bearing capacity of the bridge should be specified in the DOP.

General Comments

Section 4.2 of the DOP discusses asphalt handling. The last sentence of paragraph seems to be an artifact from the concrete section as it says "contamination of the clean concrete surface..." Please change this sentence appropriately.

Colorado Cleanup Corporation, RCU2016-00012

July 20, 2016

Page 3 of 3

Section 4.4 of the DOP regarding the crushing and screening operations indicates that the crusher that is used (Fintec 1107 Mobile Jaw Crusher) carries its own AQCP from CDPHE. The AQCP number of the crusher should be identified in the DOP.

Please feel free to contact me at (720) 200-1585 or lbroten@tchd.org if you have any questions regarding TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'L Broten', written in a cursive style.

Laurel Broten, MPH

Land Use and Built Environment Specialist

Tri-County Health Department

CC: Sheila Lynch, Monte Deatrich, Lisa Oliveto, TCHD



Brighton Fire Rescue District

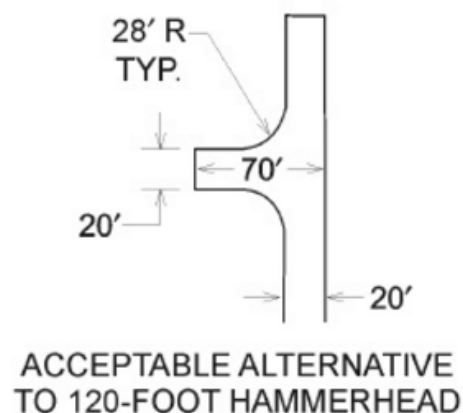
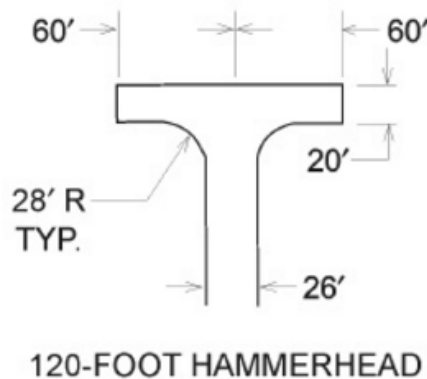
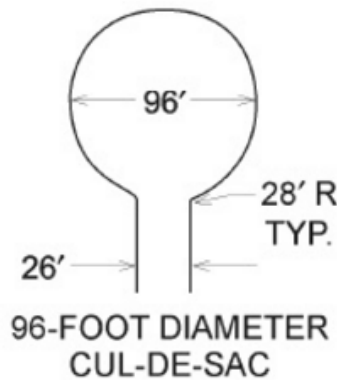
500 S. 4th Ave, 3rd Floor • Brighton, Colorado 80601
 Telephone: (303) 659-4101 • Fax: (303) 659-4103 • Website: www.brightonfire.org.

Fire Apparatus Access Road Requirements

Any structure or facility constructed or moved into shall be provided with fire department access roads to within 150 feet of all portions of the first story of the building as measured by an approved route around the exterior of the building. If the public street does not provide this requirement than the driveway is considered a fire apparatus access road and shall be constructed to the following standards:

- Minimum 20 feet wide
- Designed and maintained to support the imposed loads of fire apparatus (e.g. 6 inches of Class 6 road base compacted, equivalent or better)
- All weather surface
- If the driveway exceeds 150 feet in length an approved area for turning around fire apparatus shall be provided. Please see examples below for approved turnarounds.

Please contact us with any questions! Thank you!



Emily Collins

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Wednesday, May 25, 2016 6:44 AM
To: Emily Collins
Subject: RCU2016-000012, Colorado Cleanup Corporation

Emily,

I have reviewed the request for a CUP to operate a Recycling Facility on property located at 12575 Tucson Street 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 | www.codot.gov | www.cotrip.org



Emily Collins

From: Todd - CDPHE, Andrew [andrew.todd@state.co.us]
Sent: Monday, May 23, 2016 8:44 AM
To: Emily Collins
Subject: Fwd: RCU2016-00012 Colorado Cleanup Request for Comments

Hello Emily;
No comments from CDPHE on RCU2016-00012 Colorado Cleanup

Please call if any questions or concerns.

Andy Todd

----- Forwarded message -----

From: **Kray - CDPHE, Wolfgang** <wolfgang.kray@state.co.us>
Date: Mon, May 23, 2016 at 7:08 AM
Subject: Re: RCU2016-00012 Colorado Cleanup Request for Comments
To: "Todd - CDPHE, Andrew" <andrew.todd@state.co.us>

Thanks Andy,

I don't think we need to comment, the site is exempt from the recyclin regs due to recycling only aggregate materials. I'm impressed that they did a operations plan even though they are not required to do so under our regs.

On Fri, May 20, 2016 at 1:51 PM, Todd - CDPHE, Andrew <andrew.todd@state.co.us> wrote:

Hi Wolf

this came to me from Adams County.

Looks like a recycling facility that you've been in touch with (they include some correspondence from you in the Design and Operations Plan, which I assume you've seen).

Do "we" have any comments on this?

----- Forwarded message -----

From: **Emily Collins** <ECollins@adcogov.org>
Date: Thu, May 19, 2016 at 4:28 PM
Subject: RCU2016-00012 Colorado Cleanup Request for Comments
To: "CSIMMONDS@MWRD.DST.CO.US" <CSIMMONDS@mwrld.dst.co.us>, "Donna.L.George@xcelenergy.com" <Donna.L.George@xcelenergy.com>, "kmonti@sd27j.org" <kmonti@sd27j.org>, "wmeans@brightonfire.org" <wmeans@brightonfire.org>, "brandyn.wiedrich@centurylink.com" <brandyn.wiedrich@centurylink.com>, "hprather@brightonco.gov" <hprather@brightonco.gov>, "eburke@brightonco.gov" <eburke@brightonco.gov>, "thomas_lowe@cable.comcast.com" <thomas_lowe@cable.comcast.com>, "jemashek@up.com" <jemashek@up.com>, "patrick.j.pfaltzgraff@state.co.us" <patrick.j.pfaltzgraff@state.co.us>, "bradley.sheehan@dot.state.co.us" <bradley.sheehan@dot.state.co.us>, "jim.dileo@state.co.us" <jim.dileo@state.co.us>, "joe.padia@state.co.us" <joe.padia@state.co.us>, "eliza.hunholz@state.co.us" <eliza.hunholz@state.co.us>, "caschow@up.com" <caschow@up.com>, "Andrew.Todd@state.co.us"



SCHOOL DISTRICT 27J
"Reaching Out In All Directions"
18551 East 160th Avenue
Brighton, CO 80601-3295
(303) 655-2900 FAX (303) 655-2870
Chris Fiedler, Ed.D., Superintendent

BOARD OF EDUCATION
Patrick Day, President
Roberta Thimmig, Vice President
Lloyd Worth, Director
Gregory Piotraschke, Director
Teresa R. Gallegos, Director
Rick Doucet, Director
Kyle Farmer, Director

Email to: Emily Collins
ECollins@adcogov.org

DATE: June 8, 2016

CASE NAME: Colorado Cleanup Corporation
CASE NUMBER: RCU2016-00012

Dear Emily,

Thank you for your request for comments regarding the case noted above. I have attached a letter written to Keith Nolf from the School District 27J Chief of Operations, Terry Lucero, on February 12, 2014. The letter outlines the significant terms (per the District Board of Education) of an agreement to grant an access easement for the road specified in the letter and located on School District 27J property.

Mr. Lucero informs Mr. Nolf in the letter that once the appropriate approvals have been granted by all respective jurisdictional entities School District 27J staff would work with Colorado Cleanup Corporation to develop specific language for the access agreement. Until that time, the District would not object to the use of the property according to the terms outlined in the letter.

SCHOOL DISTRICT PLANNING RECOMMENDATION:

School District 27J requests a permanent agreement between the District and Colorado Cleanup Corporation for the grant of easement across District property as specified in the attached letter dated February 12, 2014.

We appreciate your continuing cooperation and the opportunity to comment upon issues of interest to both the County and the School District. We look forward to receiving updated referrals on this case. Please let me know if you have questions about these comments.

Sincerely,

Kerrie Monti

Kerrie Monti
Planning

Attachments



SCHOOL DISTRICT 27J

"Reaching Out In All Directions"

18551 East 160th Avenue
Brighton, CO 80601-3295
(303) 655-2900 FAX (303) 655-2870
Chris Fiedler, Ed.D., Superintendent

BOARD OF EDUCATION

Patrick Day, President
Roberta Thimmig, Vice President
Rick Doucet, Director
Teresa R. Gallegos, Director
Michael K. Landwehr, Director
Donna J. Petrocco, Director
Gregory Piotraschke, Director

February 12, 2014

Keith Nolf
Colorado Cleanup Corporation
16 Inverness Place East, Building D Suite 100
Englewood, CO 80112

Mr. Nolf,

At their regular meeting of August 27, 2013, the School District 27J Board of Education considered a request by Colorado Cleanup Corp. for an access easement across unused District property located just north of the intersection of 124th Avenue and Peoria Street in Brighton. The Board of Education authorized staff to negotiate and execute all required documents to grant this request.

Per direction of the Board of Education the significant terms of the agreement will include:

- The specific uses of the grant of easement, limiting the uses to access and egress across District property.
- The easement agreement will commence upon execution of the agreement and be for a period of five years.
- Either party will have the right to terminate the agreement subject to a six month written notice.
- The grantee will obtain and maintain a \$1,000,000 general liability policy.
- The grantee will indemnify and hold harmless the District from all liability related to the tenant's use of the property.
- The grantee will perform a once yearly repair and maintenance service on the recently installed recycled asphalt parking lot at Henderson Elementary and reasonably maintain the site including the management of all noxious weeds in lieu of payment.

District staff will work with Colorado Cleanup Corp. to develop specific language for the access agreement once the appropriate approvals have been granted by all of the respective jurisdictional entities.

Until such time that these approvals have been attained and a specific access agreement with District has been negotiated and executed, the District will not object to the use of the property according to the terms outlined above.

The District reserves the right to withdraw this authorization at any time prior to the execution of a formal agreement.

Should you need additional information, please feel free to contact me.

Sincerely,

Terry Lucero
Chief Operating Officer



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

June 9, 2016

City of Commerce City Community Development Department
7887 East 60th Avenue
Commerce City, CO 80022

Attn: Emily Collins

Re: Colorado Cleanup Corporation, Case # RCU2016-00012

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plans for **Colorado Cleanup Corporation** and has **no apparent conflict**.

The property owner/developer/contractor must contact the **Builder's Call Line at 1-800-628-2121 or <https://xcelenergy.force.com/FastApp> (Register so you can track your application)** and complete the application process for any new gas service, or modification to existing facilities. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center at 1-800-922-1987** to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Emily Collins

From: Marisa Dale [mdale@UnitedPower.com]
Sent: Friday, May 20, 2016 9:23 AM
To: Emily Collins
Subject: RE: RCU2016-00012 Colorado Cleanup Request for Comments
Attachments: Marisa Dale.vcf

Emily,

Thank you for giving United Power, Inc. the opportunity to review and comment on the RCU2016-00012 Colorado Cleanup Request.

United Power, Inc. has no objection to this request.

Thank you,
Marisa



From: Emily Collins [<mailto:ECollins@adcogov.org>]
Sent: Thursday, May 19, 2016 4:28 PM
To: 'CSIMMONDS@MWRD.DST.CO.US'; 'Donna.L.George@xcelenergy.com'; 'kmonti@sd27j.org'; 'wmeans@brightonfire.org'; 'brandyn.wiedrich@centurylink.com'; 'hprather@brightonco.gov'; 'eburke@brightonco.gov'; 'thomas_lowe@cable.comcast.com'; 'jemashek@up.com'; 'patrick.j.pfaltzgraff@state.co.us'; 'bradley.sheehan@dot.state.co.us'; 'jim.dileo@state.co.us'; 'joe.padia@state.co.us'; 'eliza.hunholz@state.co.us'; 'caschow@up.com'; 'Andrew.Todd@state.co.us'; Marisa Dale; Monica Hansen; Scott Miller; 'Land Use'; 'Ibroten@tchd.org'
Cc: Justin Blair; Eric Guenther; Jen Rutter; Greg Labrie; Robert Kovacs; Aaron Clark; Christine Francescani; Amanda Overton; Michael Kaiser; 'snielson@adcogov.org'
Subject: RCU2016-00012 Colorado Cleanup Request for Comments

Hello:

Please see the Request for Comments on the above case. **Comments are due by 6/9/16.** Please call or email with questions.

Thanks,



Emily Collins

Planner II, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, W2000A
Brighton, CO 80601

Emily Collins

From: Bradford, Jason [jbradford@brightonco.gov]
Sent: Thursday, October 26, 2017 3:21 PM
To: Emily Collins
Subject: RE: Colorado Cleanup Report

Ms. Collins,

Thank you for the opportunity to comment. Below, please find comments from the City of Brighton regarding this proposed land use application:

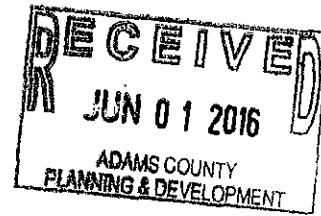
The City is concerned about diminishing the agricultural character of this property and the negative impacts that could result from the proposed use. The City of Brighton recommends placing the following restrictions on the operation of this land use:

1. The City of Brighton opposes any attempts to expand this land use east of the ditch. The City of Brighton's Comprehensive Plan shows the area east of the ditch as being appropriate for residential development. The heavy industrial nature of the proposed land use will diminish the agricultural character of the property and future residential development opportunities.
2. As this property is directly adjacent to residential and agricultural uses, the City requests that a landscaping buffer, a minimum of 30' wide, be installed along the property boundaries and along the ditch, with a large shade tree planted a minimum of every 40' and a minimum of 8 shrubs per tree be planted within the landscape buffer, in order to screen outdoor storage and the industrial nature of this use from the surrounding residential and agricultural properties. The plantings should be irrigated for a minimum of two years, in order to ensure the plantings are established, and any dead or diseased plantings be replaced.
3. The City also requests that access to and from this site be limited to the historic access roadway provided for in the Columbine Industrial Park subdivision. Access to this heavy industrial use should also be kept away from school property and private residential uses. The City opposes the use of the currently utilized unplatted and unimproved access route along the Henderson Elementary School property line. This access route is not only dangerous for children and school staff, but also for vehicular traffic along 124th Avenue. This access currently utilized access point does not line up with the Peoria intersection and creates a dangerous traffic situation at the intersection. Traffic standards require off-alignment intersections to be separated by no less than 150 feet. Any off-alignment access roads closer than 150 feet to the Peoria intersection, like the access currently being proposed, could create a dangerous traffic situation. Access to this property should be limited to the existing industrial access point already provided with the Columbine Industrial subdivision.
4. The City also requests that restrictions be placed on the hours of operation, noise, and vibration. Business hours, noise levels, and vibration levels should be limited in such a way as not to infringe upon the residential properties or the enjoyment of surrounding residential properties.
5. Finally, the City requests that outdoor storage be prohibited east of the ditch. The City requests that outdoor storage should be screened with landscaping, fencing or walls, land berms, and other strategies that block the view of the outdoor storage from public rights-of-way and surrounding properties. The allowed height of outdoor storage should be limited to no higher than the height of the screening.

Thank you, again, for the opportunity to comment on this proposed condition use application. The City of Brighton appreciates the cooperative relationship between Adams County and the City of Brighton and we thank the County Planning Commission and County Commissioners for their consideration of Brighton's recommendations.

Cordially,
Jason Bradford, AICP
Planning Manager
Community Development
City of Brighton
500 South 4th Avenue

Dear E Collins my name is Raymond Davidson I live at 12375 ursula st. Henderson co. right on 10024 th street . I feel we do not need any more truck traffic on this road. When school is out it is backed to road 85 and to the school and to let trucks there would make it worse. When you crush reinforced concrete there is fiberglass in the concrete which could become air born and get in the lungs of people and school children no one knows how far it will go. It should be moved to a safer place. I am in favor of recycleing but not this close to public. Truck traffic is bad as it is now. Noise from jake brakes are loud and the air to let off pressure is loud too. Besides it would be hard on roads all that weight that concrete has.

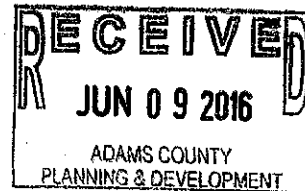


Hi Emily,

I couldn't help but notice that Mr. Nolf repeatedly boasts how his client has been in operation for 12 years. Operating illegally for 12 years is not something one should be proud of. I also wonder how the access road to that area came about. It seems that CCC does what they want without going through the proper procedure like the rest of us taxpayers and voters. That leads me to believe that if this goes through, we're saying, do whatever you want but if you get caught then you will have to get it approved. Wrong message in my opinion. Furthermore, that ditch that runs right next to this area which, if I'm not mistaken, supplies water to local farms for food. Do you want contaminated water going into the food you eat?

Thank you for your time,

Bob



Emily Collins

From: Mark Larson [pyro1est2@aol.com]
Sent: Wednesday, May 25, 2016 5:00 PM
To: Emily Collins
Cc: ksl82co@hotmail.com; pyro1est2@aol.com
Subject: RCU2016-00012

Attn: Case Manager Emily Collins
Subject: Request for Conditional Use Permit
My Address: 12341 Wheeling Court, Henderson, Co. 80640

Emily,

As discussed I am responding to your request for comments regarding case number RCU2016-00012. My wife and I are not in favor of this proposal. We have detailed our comments below.

1. The location is next to a school and residential areas. We are concerned about the added industrial truck traffic, noise and dust control of the proposed site.
2. We would assume traffic would be routed down 124th street. Is this street and the access to the site rated for the industrial truck traffic?
3. The map provided was not to a sufficient scale to determine the size and location of the site.
4. The document states a 20 day per year working schedule. How do we know they would hold to this schedule?
5. The document notes a sound pressure level of 107 Db at five feet with the closest industrial property line at 250 ft. They note a resultant Db of 59 decibels. When the distance is doubled, the Db level drops by 6 Db. So at 10 ft the Db level would be 101. If you keep doubling the distance I would expect a Db level of 71Db at 320 ft. I think their calculation is incorrect.
6. Industrial backup sounders have a Db rating of up to 112 Db. This would surely cause sound problems whenever a truck is backing up.
7. What would be the maximum height of the debris mountain? They noted 20 ft. How would this be regulated if they exceed 20 ft. How is the product elevated 20 ft without causing dust? Is the elevation of product a daily occurrence?
8. Concrete will contain conduit, PVC plastics, copper, reinforcement materials and other metals that are often times placed within a pour of concrete. The document does not address how these materials will be separated. In addition, waste garbage is often placed at the bottom of the truck with cement on the top. How is each truck inspected for waste garbage?
9. Devaluation of property values will occur if this waste facility is allowed. This would impact our tax values in our area.
10. Our sub-division, Buffalo Estates, should be included in it's entirety when there is a notice of public hearing as our entire sub-division would be effected.

Thank you for your review of our concerns.

Mark Larson, SET
Karolynn S. Larson

Emily Collins

From: Mark Larson [pyro1est2@aol.com]
Sent: Thursday, May 26, 2016 4:28 PM
To: Emily Collins
Subject: Re: RCU2016-00012

Emily,
Some additional thoughts....

1. Rodent Control, not addressed
2. Qualifications of the QC Manager and Health and Safety Manager, not noted
3. Asbestos Training, testing. Appendix A notes there will be some waste materials. They noted lumber and I would imagine drywall and other debris. Drywall finishing compound has been know to contain asbestos. How would they test for asbestos if drywall is found on the shipment?
4. How would the byproducts of asphalt, petroleum based products, keep from being leached into the soil?
5. Has a hazard assessment been written? Has Adams County approved this assessment report? Can the assessment be viewed by the public?
6. How will the air be monitored? There is a concern of silica during the crushing process of concrete. Silicosis can occur without proper monitoring of the site, and site perimeter.

Thank you, Mark Larson, SET

-----Original Message-----

From: Emily Collins <ECollins@adcogov.org>
To: 'Mark Larson' <pyro1est2@aol.com>
Sent: Thu, May 26, 2016 9:17 am
Subject: RE: RCU2016-00012

Mark,

Thank you for your comments. Here is the design and operations plan as well. Please let me know if you have any additional comments on the case.

From: Mark Larson [<mailto:pyro1est2@aol.com>]
Sent: Wednesday, May 25, 2016 5:00 PM
To: Emily Collins
Cc: ksl82co@hotmail.com; pyro1est2@aol.com
Subject: RCU2016-00012

Attn: Case Manager Emily Collins
Subject: Request for Conditional Use Permit
My Address: 12341 Wheeling Court, Henderson, Co. 80640

Emily,

As discussed I am responding to your request for comments regarding case number RCU2016-00012. My wife and I are not in favor of this proposal. We have detailed our comments below.

1. The location is next to a school and residential areas. We are concerned about the added industrial truck traffic, noise and dust control of the proposed site.
2. We would assume traffic would be routed down 124th street. Is this street and the access to the site rated for the industrial truck traffic?
3. The map provided was not to a sufficient scale to determine the size and location of the site.
4. The document states a 20 day per year working schedule. How do we know they would hold to this schedule?

5. The document notes a sound pressure level of 107 Db at five feet with the closest industrial property line at 250 ft. They note a resultant Db of 59 decibels. When the distance is doubled, the Db level drops by 6 Db. So at 10 ft the Db level would be 101. If you keep doubling the distance I would expect a Db level of 71Db at 320 ft. I think their calculation is incorrect.
6. Industrial backup sounders have a Db rating of up to 112 Db. This would surely cause sound problems whenever a truck is backing up.
7. What would be the maximum height of the debris mountain? They noted 20 ft. How would this be regulated if they exceed 20 ft. How is the product elevated 20 ft without causing dust? Is the elevation of product a daily occurrence?
8. Concrete will contain conduit, PVC plastics, copper, reinforcement materials and other metals that are often times placed within a pour of concrete. The document does not address how these materials will be separated. In addition, waste garbage is often placed at the bottom of the truck with cement on the top. How is each truck inspected for waste garbage?
9. Devaluation of property values will occur if this waste facility is allowed. This would impact our tax values in our area.
10. Our sub-division, Buffalo Estates, should be included in it's entirety when there is a notice of public hearing as our entire sub-division would be effected.

Thank you for your review of our concerns.

Mark Larson, SET
Karolynn S. Larson

Emily Collins

From: Mike Moravec [mwmabc@icloud.com]
Sent: Wednesday, June 08, 2016 12:19 PM
To: Emily Collins
Subject: Colorado Cleanup Corp. Case# RCU2016-00012

Emily,

Regarding the permit request from Colorado Cleanup Corp. Case #RCU2016-00012
This video from You Tube (https://youtu.be/SceDI_iej6g) provides a perfect example of what Colorado Cleanup Corp. is requesting a permit for. As you can see, the demonstration video is not in a residential neighborhood for obvious reasons. Included in the video is a pile of concrete less than twenty feet tall. Although there will be an attempt at dust control, it is not sufficient to control the dust created from dump trucks emptying there load. It does not control the dust from the excavator piling and moving concrete to the crusher. Predominant wind patterns would deliver airborne cement dust and chemical additives into the neighborhood and Henderson grade school. Fly Ash is used in the production of concrete. It contains heavy metals. The lungs of young children and the elderly as well as asthma sufferers are most at risk for lung disease. Allowing this crusher in this neighborhood by those of you entrusted to protect us all should be considered a crime. Although I believe Colorado Cleanup Corp. would do their best to suppress the dust and noise, it would be insufficient, a health risk, of little value to our county, and a blow to our barely recovered property values. Would you allow this in your neighborhood? Imagine your neighborhood with dump trucks hauling loads of concrete nearly twice a month past the front door of your grade school. Please, Deny it.

Mike Moravec
mwmabc@icloud.com

Emily Collins

From: Leonard Dietz [lvdiet57@gmail.com]
Sent: Wednesday, June 08, 2016 3:32 PM
To: Emily Collins
Subject: RCU2016-00012

Comments

Don't rule out noise fence for residential area, if needed.
If 20 day limit is increased go back to residents for input.
Need to place a stop sign for exiting trucks from the site, and enforce it.
The additional 3 or 4 trucks and hour is more than exit now, most trucks enter 124th west of Peoria.
Need to make the sure the road is cleaned for spillage, and kept cleaner than Brighton Rd, north of 120th Ave., by the pit. The Brighton Rd. area gets dirty and dusty a lot of times.
Piles 20 feet high may be too high for neighbors to look at all the time.

Thank You, Leonard Sent from my iPad

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:	Colorado Cleanup Corporation
Case Number:	RCU2016-00012

May 19, 2016

Adams County Planning Commission is requesting comments on the following request:

Request a Conditional Use Permit to operate a Recycling Facility in the A-3 zone district pursuant to Section 3-10-04-05.

This request is located at 12575 TUCSON ST

The Assessor's Parcel Number is 0157136200002

Applicant Information: Colorado Cleanup Corporation

KEITH NOLF
16 INVERNESS PLACE EAST
BUILDING D, SUITE 100
ENGLEWOOD, CO 80112

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 06/09/2016 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to ECollins@adcogov.org.

5/31/16

TO WHOM IT MAY CONCERN,
WE HAVE LIVED IN THE NEIGHBORHOOD FOR OVER 25 YEARS. WE USED TO BE ABLE TO WALK, AND BIKE WITHOUT WORRYING ABOUT ALL THE TRAFFIC, AND NOISE. WHAT WE DO NOT NEED, IS A BUSINESS IN OUR NEIGHBORHOOD, TO LESSEN OUR QUALITY OF LIFE EVEN MORE!

SINCERELY,
JILL KENNEDY

Charley Krizmanich
11920 E 124th Avenue
Henderson, CO 80640

June 1, 2016

Department of Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601-8216

Regarding Case Name: Colorado Cleanup Corporation (CCC)
Case Number RCU2016-00012

Attention: ECollins@adcogov.org

In response to the request for comments regarding the above mentioned case, we would like to address several items including, but not limited to Noise, Dust, Hours of Operation, Additional Traffic and Lower Property Values for the entire neighborhood.

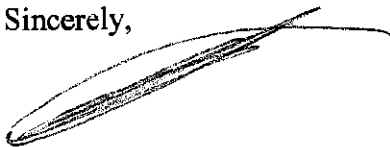
When Colorado Cleanup Corporation (CCC) began its operation 12 years ago (as stated in letter requesting comments), the trucking business was small and not considered a problem even though its location is directly North of a residential neighborhood that was built in 1965. The business has seen tremendous growth since that time and has become an irritant to several of the neighbors due to noise, increased traffic and hours of operation beginning around 5 AM on many occasions. If it snows the night before a work day the drivers bang their dump trailers to remove the snow, which abruptly awakens many of the neighbors. The company also use to have very large parking lot lights facing the neighbors across the street, which has since been tilted to avoid the residences. There has never been a light from the Henderson Storage Facility that was directed at the residences as the letter stated.

The neighborhood use to be a farming community and the property where CCC is located use to be a pickle factory. It was once a quiet country setting that has now turned into a noisy and very busy access area that has Westbound traffic on 124th Avenue backed up from Highway 85 to East of Henderson Elementary during late afternoons Monday through Friday. There are several other Industrial businesses located in this area on the North side of 124th Avenue and the only other one that creates similar problems with noise and semi-truck traffic is a fenced parking lot adjacent on the West side of CCC. This property use to be part of the CCC lot, but is now a separate entity. We do not have an issue with Industrial properties, but the noise and additional traffic can be overwhelming at times, especially at 5 AM when we are all still trying to sleep. If we could have foreseen the problems we are facing today, then we would have opposed the approval of Colorado Cleanup Corporation 12 years ago.

The proposed Conditional Use Permit for CCC to operate a Recycling Facility will most likely present more of the same problems along with a few new ones. Not only will we have increased noise, dust, traffic and abnormal work hours, we will all suffer the consequences of lower property values, which is not acceptable or fair to any of the residential properties. Home values in this area have been increasing, but have still not reached the former levels seen in 2008. Allowing the operation of a Recycling Facility in this neighborhood would be very costly for all of the homeowners. A better solution would be to open the Recycling Facility in an area zoned for Heavy Industrial.

Thank you for allowing us the opportunity to address our concerns regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Charley Krizmanich". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Charley Krizmanich

Emily Collins

From: Frank Schwertfeger [Frank@acstrailers.com]
Sent: Thursday, June 09, 2016 4:06 PM
To: Emily Collins
Subject: Keith Nolf request for conditional use permit located at 12575 Tucson St

June 9, 2016

Department of Community and Economic Development
4430 South Adams County Parkway
Suit W2000A
Brighton, CO 80601-8216

Subject: Request for conditional use permit located at 12575 Tucson St.

Comments From: Frank Schwertfeger
12244 Wheeling Ct
Henderson, CO 80640
Phone: 303-478-6522

As a residential home owner and property owner in the area of this request, I want those officials involved to know I am totally opposed to this request being approved. I also own property at 7505 Dahlia St. which is some distance from an asphalt and concrete recycling facility near 7901-7985 Brighton Road, Commerce City, CO. There is a definite dust problem at the 7505 Dahlia location which is a direct result of the recycling being conducted at the Brighton Road facility. If you will take the time to observe the activity at the 78th St facility you will find the following.

1. Many mornings, Brighton Road from 77th to the facility has a line of trucks waiting to deliver product for crushing or waiting to pick up finished product.
2. Several times a day there is a water truck washing Brighton Rd from 77th to the entrance of the crushing facility in order to control dusty conditions.
3. The tarps that are used on end dump trailers are of the open sided and open end type that do not control dust while in transit.
4. Do to the location of the crushing facility on Brighton Rd, over weight loads are nearly impossible to control leading to road damage.
5. The height of the product storied at the facility is much higher than 20'.

Here is what I see in the future if a facility for crushing asphalt and concrete is approved at 12575 Tucson St

1. Traffic congestion from highway 85 east on 124th, which will be compounded because of train tracks and train traffic less than 300' east of highway 85.
2. Traffic congestion west bound on 124th to highway 85, especially at the hour of high traffic from the school and workers from the Adams County offices.
3. Truck traffic during the hours that school buses are bringing children to school and when taking them home.
4. Trucks will also create a traffic problem at 124th and Sable at certain times as this could be a preferred route by the drivers.

Other items of concern

1. Dust on the school yard and in the artificial turf on the playground being inhaled by children and the teaching staff.
2. Silicosis, a lung disease caused from breathing in tiny bits of silica. Silica being a mineral that is part of sand, rock and mineral ores. Crushed sand in crushed concrete and asphalt.
3. Silicosis risk for residents anywhere the dust may be, including on the roadways to and from the location.
4. Noise from truck traffic will be much greater than noise from passenger autos and pickup trucks.
5. Additional danger to children that walk to and from the school.

It is my opinion that there is absolutely now good reason to expose the school children or the local residents to the addition health or accident risk if there is a conditional use permit for a recycling plant of asphalt and concrete approved in or near the area of request at 12575 Tucson St. If this permit is approved, it may bring cause to devalue existing residential values in the area bordering on or near 124th. I will also assure you, there will be additional road maintenance cost with the addition of heavy truck traffic.

As a concerned resident, I am asking the county not to approve the Conditional Use Permit to operate a Recycling Facility at or near 12575 Tucson St. I am asking the county to protect our children and our residents.

Regards,

Frank Schwertfeger

12244 Wheeling Ct

Henderson, CO 80640

303-478-6522

Emily Collins

From: k.davey [k.m.davey@skybeam.com]
Sent: Friday, June 10, 2016 7:00 AM
To: Emily Collins
Subject: 12575 Tucson St - Recycling Facility

Please accept my comments concerning the continuance of a conditional use permit to operate a recycling facility in the A-3 zone for Colorado Cleanup Corp.

I am not in favor of having an industrial operation in our agricultural community. For the health of our children and livestock this business would be better served by moving to an area located outside of our schools, homes and farming communities.

Thank you
Kathleen Davey
13205 E. 124th Ave
Brighton CO 80601

To: Adams County Economic Development

Exhibit 5.10

Re: Colorado Cleanup Corp

Case # RCU2016-00012

Assessor's Parcel # 0157136200002

Request: Recycling Facility

Upon reviewing the documents sent to us via US Postal Service, we have concerns of the addition of:

Colorado Cleanup Recycling Facility

We have lived in the Tucson Estates for over 20 years and have seen many changes in this area throughout time: E-470, Colorado Cleanup origins, Prairie View Middle & High Schools, all the while only using 124th Ave and 120th Ave streets in this area as access.

Our neighborhood would be greatly affected by noise of this facility and there is one street excessively used for business - Vaughn Concrete on Tucson Street

Additionally, we have a concern of the dust this facility would generate with our Health conditions - acute asthma and COPD. We were harshly warned by our physicians to stay away from dust, debris - the exact agitators the CCC facility would generate.

In summary, we oppose the CCC facility to be built in the Tucson Estates of 12575 Tucson St Henderson, CO

1) Road access of Tucson Street is already over-used by semi truck trailers used by existing business

2) Health issues the facility would exacerbate medical conditions

3) Dust, debris as pollutants and particles on vehicles and in homes.

Document states, "we will generate 1 truck every 15-20 minutes." This is heavy traffic on a "one road only" access!

Emily Collins

From:
Sent: Monday, June 13, 2016 1:50 PM
To: Emily Collins
Subject: Case Name: Colorado Cleanup Corporation

I find it very interesting that CCC was denied their conditional use permit recently and now they re-apply using Vaughn's address instead of theirs. Our home backs to the property and although I try to be a good neighbor, their stating there are no issues is not correct. They regularly are operating prior to 6:00 am and on weekends. I am awakened by the sound of the tailgates slamming on their trucks and or the reverse beeping on the loaders. Because I don't call law enforcement, who are powerless to do anything about the problem doesn't mean there is no problem. Allowing them to grow the area and become increasingly industrial has an immediate impact on my property values as well as our families quality of life.

The way I see the included map and proposal, they would have the ability to grow this operation exponentially. If the proposal is only for the portion they are currently using, that has already been denied. This is an unacceptable proposal. Their initial proposal was denied and so now they are looking for a way to circumvent the rules. A-3 zoning is just that agriculture, not industrial.

Please do not include my name or email address in any reports.

**Johnie Vaughn
12650 Tucson St
Henderson, CO 80640
303-659-3747**

Emily Collins, Case Manager
Adams County
4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204

Case Name: Colorado Cleanup Corporation
Case Number: RCU2016-00012

June 7, 2016

Dear Ms. Collins,

My wife and I have lived at our location in Adams County since 1962. Colorado Cleanup has been a good addition to the community. Their place is always well-kept and looks very nice. They employ lots of people.

They helped the school get an additional parking lot in place to help make things safer for everyone. They are responsible neighbors and deserve Adams County's support.

Sincerely,



Johnie Vaughn

12650 Tucson Street
Henderson, CO 80640
303-659-3747

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:	Colorado Cleanup Corporation
Case Number:	RCU2016-00012

May 19, 2016

Adams County Planning Commission is requesting comments on the following request:

Request a Conditional Use Permit to operate a Recycling Facility in the A-3 zone district pursuant to Section 3-10-04-05.

This request is located at 12575 TUCSON ST

The Assessor's Parcel Number is 0157136200002

Applicant Information: Colorado Cleanup Corporation

KEITH NOLF
16 INVERNESS PLACE EAST
BUILDING D, SUITE 100
ENGLEWOOD, CO 80112

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 06/09/2016 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to ECollins@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Emily Collins
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

Jan Pawlowski
DISTRICT 5

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

Revised Request for Comments/ Public Hearing Notification

Case Name:	Colorado Cleanup Recycling Facility
Case Number:	PRC2017-00006
Planning Commission Hearing Date:	10/26/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date:	11/14/2017 at 9:30 a.m.

September 29, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

- 1) **A Conditional Use Permit to operate a Recycling Facility in the A-3 zone district;**
- 2) **Overheight stacking to allow material up to 20 feet in height.**

This request is located at **12575 TUCSON ST**

The Assessor's Parcel Number is **0157136200002**

Applicant Information: **COLORADO CLEANUP CORPORATION (KEITH NOLF)**
16 INVERNESS PLACE EAST, BUILDING D, SUITE 100
ENGLEWOOD, CO 80112

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Emily Collins, AICP
Case Manager

To:Bobi Lopez
Dept:Brighton Standard Blade/Commerce City Sentinel Express
Email:blopez@metrowestnewspapers.com
Fax:303-637-7955
From:CHRISS
Date: September 29, 2017

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by , KEITH NOLF, Case #PRC2017-00006, requesting: 1) A Conditional Use Permit to operate a Recycling Facility in the A-3 zone district pursuant to Section 3-10-04-05; 2) Overheight stacking to allow material up to 20 feet in height. on the following property:

LEGAL DESCRIPTION:

(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: 12575 TUCSON ST

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 10/26/2017, 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 11/14/2017, 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 COLLIE at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6800. 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
KAREN LONG, CLERK OF THE BOARD

TO BE PUBLISHED IN THE (space to add date) ISSUE OF THE Brighton Standard Blade/Commerce City Sentinel Express

Please reply to this message by email to confirm receipt or call CHRISS at 720.523.6800.

CERTIFICATE OF POSTING



I, Emily Collins do hereby certify that I had the property posted at

12575 Tucson St.

on October 13, 2017

in accordance with the requirements of the Adams County Zoning Regulations

Emily Collins

Emily Collins

Adams County Development Services - Building
Attn: Justin Blair
4430 S Adams County Pkwy
Brighton CO 80601

COLORADO DEPT OF TRANSPORTATION
Attn: Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222

BRIGHTON FIRE DISTRICT
Attn: WHITNEY EVEN
500 South 4th Avenue
3rd Floor
BRIGHTON CO 80601

COLORADO DIVISION OF WILDLIFE
Attn: JOSEPH PADIA
6060 BROADWAY
DENVER CO 80216

BRIGHTON SCHOOL DISTRICT 27J
Attn: Kerrie Monti
18551 E. 160TH AVE.
BRIGHTON CO 80601

COLORADO DIVISION OF WILDLIFE
Attn: Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
DENVER CO 80216-1000

CDPHE - AIR QUALITY
Attn: Richard Coffin
4300 CHERRY CREEK DRIVE SOUTH
DENVER CO 80246-1530

COMCAST
Attn: JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260

CDPHE - WATER QUALITY PROTECTION SECT
Attn: Patrick Pfaltzgraff
4300 CHERRY CREEK DRIVE SOUTH
WQCD-B2
DENVER CO 80246-1530

COUNTY ATTORNEY- Email
Attn: Christine Francescani
CFrancescani@adcogov.org

CDPHE SOLID WASTE UNIT
Attn: Andy Todd
4300 CHERRY CREEK DR SOUTH
HMWMD-CP-B2
DENVER CO 80246-1530

Engineering Department - ROW
Attn: Transportation Department
PWE - ROW

Century Link, Inc
Attn: Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221

Engineering Division
Attn: Transportation Department
PWE

CITY OF BRIGHTON - Planning
Attn: Jason Bradford
500 S 4th Ave
BRIGHTON CO 80601

ENVIRONMENTAL ANALYST
Attn: Jen Rutter
PLN

CITY OF BRIGHTON - WATER & SANATATION DEPT.
Attn: ED BURKE
500 S. 4th Ave, 4th Floor
BRIGHTON CO 80601

METRO WASTEWATER RECLAMATION
Attn: CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229

Code Compliance Supervisor
Attn: Eric Guenther
eguenther@adcogov.org

NS - Code Compliance
Attn: Augusta Allen

Parks and Open Space Department
Attn: Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org

REGIONAL TRANSPORTATION DIST.
Attn: CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202

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

UNION PACIFIC RAILROAD
Attn: CHERYL SCHOW
PO BOX 398
PAXTON NE 69155

UNION PACIFIC RAILROAD
Attn: Jason Mashek
1400 DOUGLAS ST STOP 1690
OMAHA NE 68179

United Power, Inc
Attn: Marisa Dale
PO Box 929
500 Cooperative Way
Brighton CO 80601

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

11485 E 124TH LLC
C/O WARREN J COLLIER
14900 AKRON ST
BRIGHTON CO 80602-5646

BARRINGER CHERIE AND
BAILEY SHIRLEY F
12280 OAKLAND STREET
HENDERSON CO 80640

ADAMS COUNTY
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

BERG DAVID F
12367 LEVI CIR
HENDERSON CO 80640-9417

ADAMS CROSSING LLC
C/O WOODBURY CORPORATION
2733 E PARLEYS WAY SUITE 300
SALT LAKE CITY UT 84109

BISSELL DAVE R AND
BISSELL JODI M
12543 SALEM ST
HENDERSON CO 80640-9400

AGFINITY INC
260 FACTORY RD
EATON CO 80615-3481

BLEA DENNIS AND DARLINE S
12270 URSULA ST
HENDERSON CO 80640

ANDREWS RUSSELL W
11983 E 124TH AVE
HENDERSON CO 80640-9609

BONO JOSEPH V JR AND
BONO REBA L
12524 TROY CT
HENDERSON CO 80640-9401

ASHFORD JERRY A
12421 RACINE ST
HENDERSON CO 80640-9419

BRIGHTON STEPHEN D AND BRIGITTE
12361 WHEELING COURT
HENDERSON CO 80640

ASTI VINCENT J AND JACKIE L
12461 RACINE ST
HENDERSON CO 80640-9402

BRITTO VICTORIA A
12465 SALEM CT
HENDERSON CO 80640-9400

BARBA JONATHAN W AND
BARBA SARAH
12540 RACINE ST
HENDERSON CO 80640-9422

BROMLEY DISTRICT WATER PROVIDERS LLC
C/O BROMLEY COMPANIES LLC
8301 E PRENTICE AVE STE 100
GREENWOOD VILLAGE CO 80111-2904

BARE STEVEN C AND
BARE KELLY A
12523 SALEM ST
HENDERSON CO 80640-9420

CITY OF BRIGHTON
500 S 4TH AVE
BRIGHTON CO 80601-3165

BARR ANDREW C AND
BARR TERRI L
12525 TROY ST
HENDERSON CO 80640-9442

CLAYTON EARL W AND
CLAYTON JUDITH A
12370 URSULA ST
HENDERSON CO 80640-9431

COHILL ELIZABETH AND
SAGER ROBERT HARRY
12480 E 124TH
HENDERSON CO 80640-9412

DIETZ LEONARD P JR
12321 WHEELING CT
HENDERSON CO 80640

COVERSTON RICHARD E AND
COVERSTON PHYLLIS G
12522 SALEM ST
HENDERSON CO 80640-9400

DIORIO KELLY AND
DIORIO JAMES J
12397 OAKLAND STREET
HENDERSON CO 80640

CRANE DARRELL JOSEPH AND
CRANE RUTH ANN
12423 SALEM ST
HENDERSON CO 80640

DODSON LISA A
12475 SALEM ST
HENDERSON CO 80640

DAVEY MICHAEL A SR AND
DAVEY KATHLEEN M
13205 E 124TH AVE
BRIGHTON CO 80601-7116

DURAN JONI LYNN
12240 PEORIA ST
HENDERSON CO 80640-9639

DAVIDSON RAYMOND AND
DAVIDSON BRIGID
12375 URSULA ST
HENDERSON CO 80640

DURLAND BONNIE M AND
VAN VEGHTEN DANIELLE
12422 SALEM CT
HENDERSON CO 80640-9400

DE CRESCENTIS LOUIS J
13200 TUCSON ST
BRIGHTON CO 80601-7201

EBERHARD CARL W AND
EBERHARD DONNA K
12585 TROY ST
HENDERSON CO 80640-9401

DECRESCENTIS LOUIS J 1/2 INT AND
DECRESCENTIS RAYMOND L 1/2 INT
13200 TUCSON ST
BRIGHTON CO 80601-7201

EGAN DON A AND
EGAN LISA K
12561 RACINE ST
HENDERSON CO 80640-9402

DELOCKROY HARVEY AND
DELOCKROY CAROL W
12330 URSULA ST
HENDERSON CO 80640

ELMS ERIC M
12575 TROY ST
HENDERSON CO 80640

DIETZ CAROL W 1/2 INT AND
DIETZ LEONARD P JR 1/2 INT
12271 PEORIA ST
HENDERSON CO 80640-9638

FAGAN SHIRLEY LEE
11500 E 124TH AVE
BRIGHTON CO 80601-7114

DIETZ JUDY
12291 PEORIA ST
HENDERSON CO 80640

FARNER THOMAS A
12311 PEORIA ST
HENDERSON CO 80640-9650

FINLEY TONY AND
FINLEY KATHLEEN ANN
12460 RACINE ST
HENDERSON CO 80640

HUIRAS FRANCIS J AND TRACY
13225 E 124TH AVE
BRIGHTON CO 80601

FORD LARRY L AND
FORD DARLENE L
12388 LEVI CR
HENDERSON CO 80640-9418

IRSIK CHARLES L AND
IRSIK CHARLENE L
12564 TROY CT
HENDERSON CO 80640-9401

GARCIA GILBERTO AND
MEDINA BEATRIZ
12360 E 124TH AVE
HENDERSON CO 80640-9414

JUHL RICHARD R AND
JUHL VICTORIA JEAN
12290 LEVI CIR
HENDERSON CO 80640-9418

GARNICA RAUL E AND
GARNICA NORMA A
12297 LEVI CIR
HENDERSON CO 80640-9417

K AND M SHANNON LLC
PO BOX 843
BRIGHTON CO 80601

GAUTHIER JOSEPH ANTHONY
12472 TROY ST
HENDERSON CO 80640-9407

KAGOHARA BOB
12480 RACINE CT
HENDERSON CO 80640-9402

GODWIN JAMES A AND
GODWIN CONNIE S
PO BOX 422
HENDERSON CO 80640-0422

KAY LARRY C
12230 LEVI CIR
HENDERSON CO 80640-9418

GRANDLIENARD DAVID H AND
GRANDLIENARD PHYLLIS M
12563 SALEM CT
HENDERSON CO 80640-9400

KELCH TERRY L AND
KELCH JENA L
12562 SALEM CT
HENDERSON CO 80640-9400

GUADAGNOLI JOHN F AND
GUADAGNOLI BRENDA M
12412 TROY CT
HENDERSON CO 80640-9401

KENDRICK THOMAS E AND
VENDEGNA ANGELA M
12190 OAKLAND ST
HENDERSON CO 80640-9631

HAMPEL SCOTT L AND
HAMPEL SHELLY M
12425 TROY ST
HENDERSON CO 80640

KRIZMANICH CHARLES W
11920 E 124TH AVE
HENDERSON CO 80640

HANSEN PETER O AND
HANSEN KELLI L
13372 E 124TH AVE
BRIGHTON CO 80601

L AND R LEASING LLC
13200 TUCSON ST
BRIGHTON CO 80601-7201

LANE JOSEPH W AND
LANE TERESA J
12544 TROY ST
HENDERSON CO 80640-9401

MC DOWELL DONNA K AND
KUDO JOJI
12482 SALEM CT
HENDERSON CO 80640-9400

LADES-KARAGEORGIS GEORGE ET AL
2582 WYNTERBROOK DR
HIGHLANDS RANCH CO 80126-4519

MC GUIRK MARK D SR AND
MC GUIRK VICKI L
12381 WHEELING CT
HENDERSON CO 80640

LARSON MARK A AND KAROLYNN S
12341 WHEELING CT
HENDERSON CO 80640

MILO NICHOLAS J
12365 OAKLAND ST
HENDERSON CO 80640-9633

LEEKA JOSEPH
12540 TUCSON ST
HENDERSON CO 80640-9448

MIRANDA JUAN
8418 ZEPHYR ST
ARVADA CO 80005-2542

LOKATOS RAYMOND J AND
LOKATOS DEBORAH S
12521 RACINE ST
HENDERSON CO 80640-9402

MONTOYA ROY ANTHONY
12200 OAKLAND STREET
HENDERSON CO 80640

LORENTZ JON O AND
LORENTZ DONNA R
5460 E 117TH AVE
THORNTON CO 80233

MORAN MARC A AND ALTHEA M
12345 LEVI CIR
HENDERSON CO 80640

MARTIN MICHAEL E AND
MARTIN JEANINE K
12542 SALEM CT
HENDERSON CO 80640-9400

MORAVEC MICHAEL W
12335 URSULA ST
HENDERSON CO

MARTINEZ DEBBIE
12230 URSULA STREET
HENDERSON CO 80640

MOYA SALOMON J AND
MOYA CAROLYN
12349 LEVI CIR
HENDERSON CO 80640-9417

MAYBEE GEORGE K AND SHARON E
12369 LEVI CIR
HENDERSON CO 80640-9417

NELSON CONSTANCE H
11810 E 124TH AVE
HENDERSON CO 80640-9612

MC CARTNEY HERBERT R AND
MC CARTNEY SHIRLEY A
11980 E 124TH AVE
HENDERSON CO 80640-9801

NELSON RONALD G
12460 TUCSON ST
HENDERSON CO 80640

NEWTON DONALD W AND
NEWTON JULIANNE K
12340 LEVI CIR
HENDERSON CO 80640-9418

RODRIGUEZ JORGE A AND
GONZALEZ CECILIA JARA
12890 E 124TH AVE
HENDERSON CO 80640-9403

ODEN PAULA S
12061 E 120TH AVE
BRIGHTON CO 80601-7139

ROLL ERIC S AND
ROLL VANESSA
12485 TROY CT
HENDERSON CO 80640-9401

OKADA FARMS INC
12670 E 132ND AVE
BRIGHTON CO 80601-7111

SANCHEZ MATTHEW D AND LISABETH C
C/O MARKET PLACE REALTY
90 WEST 84TH AVE
DENVER CO 80260-4808

ORCHARD CHURCH THE
10422 HEINZ WAY UNIT A
HENDERSON CO 80640-8475

SCHEERE MELISSA
11900 E 124TH AVE
HENDERSON CO 80640-9610

PARTNERSHIP 15 LLC
700 BILLINGS STREET UNIT L
AURORA CO 80011

SCHOOL DISTRICT NO.27J
18551 E 160TH AVENUE
BRIGHTON CO 80601

POMPONIO RONALD G AND
POMPONIO SHARON L
12442 TROY CT
HENDERSON CO 80640-9401

SCOTT GERALD L AND
SCOTT ARLENE F
12420 RACINE ST
HENDERSON CO 80640

PRIOLA KEVIN G AND
PRIOLA MICHELLE R
12255 URSULA ST
HENDERSON CO 80640

SCOTT MICHAEL L
12180 OAKLAND ST
HENDERSON CO 80640

RAMIREZ SAUL
12360 OAKLAND ST
HENDERSON CO 80640-9634

SHANNON KENNETH AND MARGARET
REAL ESTATE LLC
PO BOX 843
BRIGHTON CO 80601

REICHARDT CARL E AND
REICHARDT THERESE M
12340 OAKLAND ST
HENDERSON CO 80640-9634

SHEETS GREGORY C AND
SHEETS CYNTHIA B
12440 TUCSON ST
HENDERSON CO 80640-9445

REMKE ALAN W AND CONNIE L
12295 URSULA STREET
HENDERSON CO 80640

SHELTON DON R AND
SHELTON KAREN A
12481 RACINE ST
HENDERSON CO 80640-9419

SHIPPY RONALD
12301 PEORIA ST
HENDERSON CO 80640-9650

VALERIANO NOE
12890 TUCSON ST
BRIGHTON CO 80601-7105

SHIRABA LLC
12331 PEORIA ST
HENDERSON CO 80640-9650

VAUGHN JOHNIE
12650 TUCSON ST
HENDERSON CO 80640

SILVER PEAKS METROPOLITAN DISTRICT NO 1
5460 S QUEBEC STREET
GREENWOOD VILLAGE CO 80111

VAUGHN JOHNIE H AND
VAUGHN PATRICIA J
12650 TUCSON ST
HENDERSON CO 80640-9443

SMITH CHARLES E
12520 RACINE ST
HENDERSON CO 80640

VAUGHN JOHNIE W AND
VAUGHN PATRICIA J
12650 TUCSON ST
HENDERSON CO 80640-9443

STEVENS CATHERINE A AND
VALERIANO BERLINDA M
12890 TUCSON ST
BRIGHTON CO 80601-7105

VAUGHN MICHAEL
12575 TUCSON ST
HENDERSON CO 80640-9447

STEWART ROBERT P AND
STEWART MICHELLE O
12565 TROY CT
HENDERSON CO 80640-9401

VAUGHN MICHAEL AND
VAUGHN KAREN J
12575 TUCSON ST
HENDERSON CO 80640-9447

STUHR KELLY L AND
KANTOLA RICK D
12465 TROY CT
HENDERSON CO 80640

VEIK STEPHEN G AND
VEIK SUSAN K
12257 LEVI CIR
HENDERSON CO 80640-9417

TOEDTLI MICHAEL H
12462 SALEM STREET
HENDERSON CO 80640

VIGIL RONALD S AND
VIGIL JO ANN E
12275 URSULA STREET
HENDERSON CO 80640

UNION PACIFIC RAILROAD COMPANY
C/O PROPERTY TAX DEPARTMENT
1400 DOUGLAS STOP 1640
OMAHA NE 68179-1640

WANN JAMES D
P O BOX 367
HENDERSON CO 80640

VALDEZ JESSE R AND
VALDEZ TERRY L
12290 PEORIA ST
HENDERSON CO 80640-9639

WARNER ROBERT L
PO BOX 9
BRIGHTON CO 80601-0009

WARNER SALLI J
13215 E 124TH AVE
BRIGHTON CO 80601-7116

WHITE BRENNON D SEELY AND
MANDEVILLE SHELBY
11880 E 124TH AVE
HENDERSON CO 80640-9612

WOOD SHANE C AND
MEYER-WOOD HILARY
12925 E 124TH AVE
HENDERSON CO 80640

WOOLVERTON DOUGLAS E AND
WOOLVERTON BARBARA L
12360 LEVI CIR
HENDERSON CO 80640-9418

WRIGHT CLAYTON T
12398 OAKLAND ST
HENDERSON CO 80640-9634

Colorado Cleanup Recycling PRC2017-00006

November 14, 2017

Board of County Commissioners

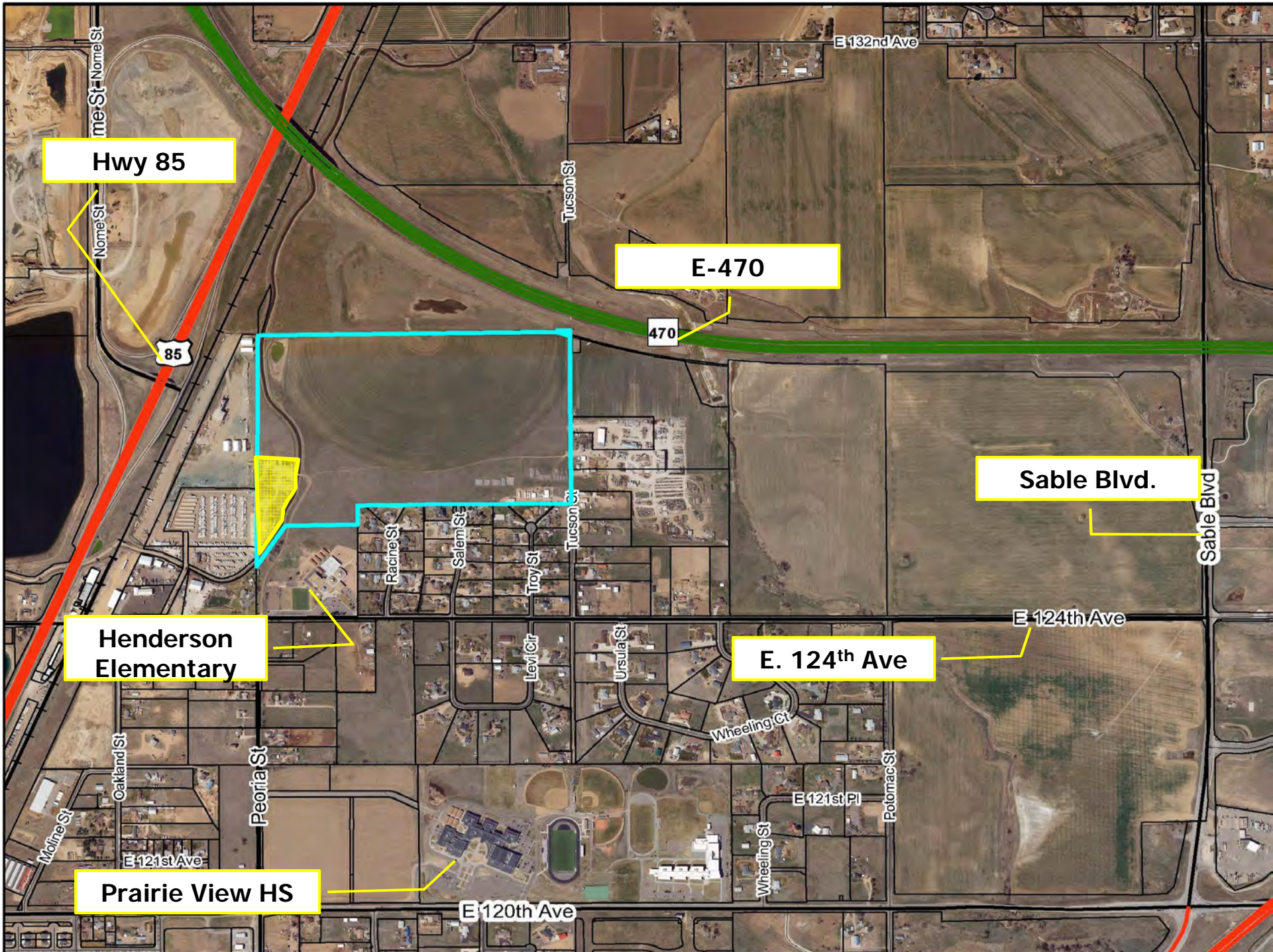
Community and Economic Development

Case Manager: Emily Collins



Request

1. Conditional Use Permit to allow recycling facility in A-3
2. Conditional Use Permit to allow overheight stacking up to 20 feet



Hwy 85

E-470

Sable Blvd.

Henderson Elementary

E. 124th Ave

Prairie View HS

Nome St

Nome St

85

470

E 132nd Ave

Tucson St

Sable Blvd

E 124th Ave

Oakland St

Peoria St

E 121st Ave

Racine St

Salem St

Troy St

Tucson St

Levi Cir

Ursula St

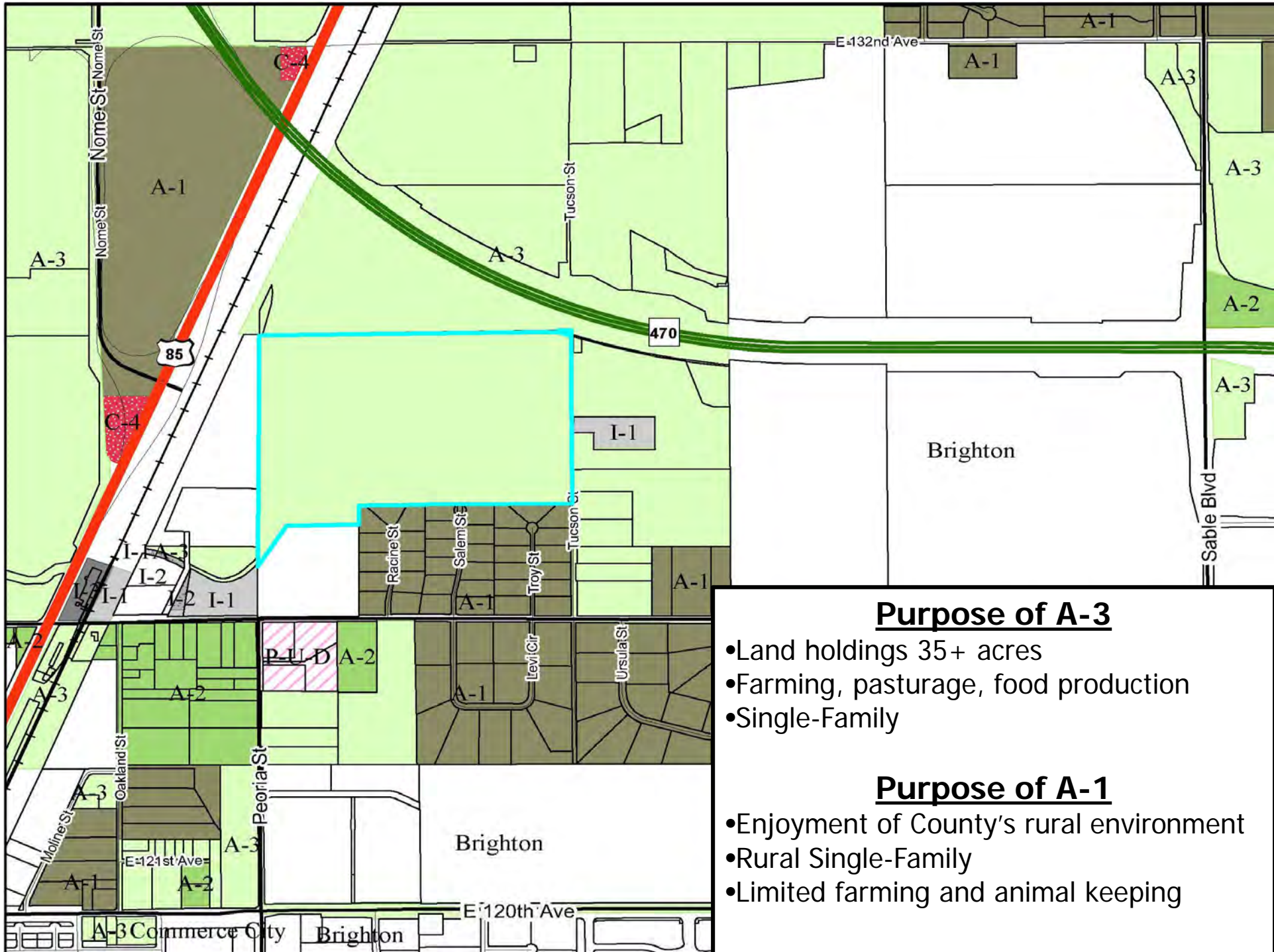
Wheeling Ct

E 121st Pl

Polomac St

Wheeling St

E 120th Ave

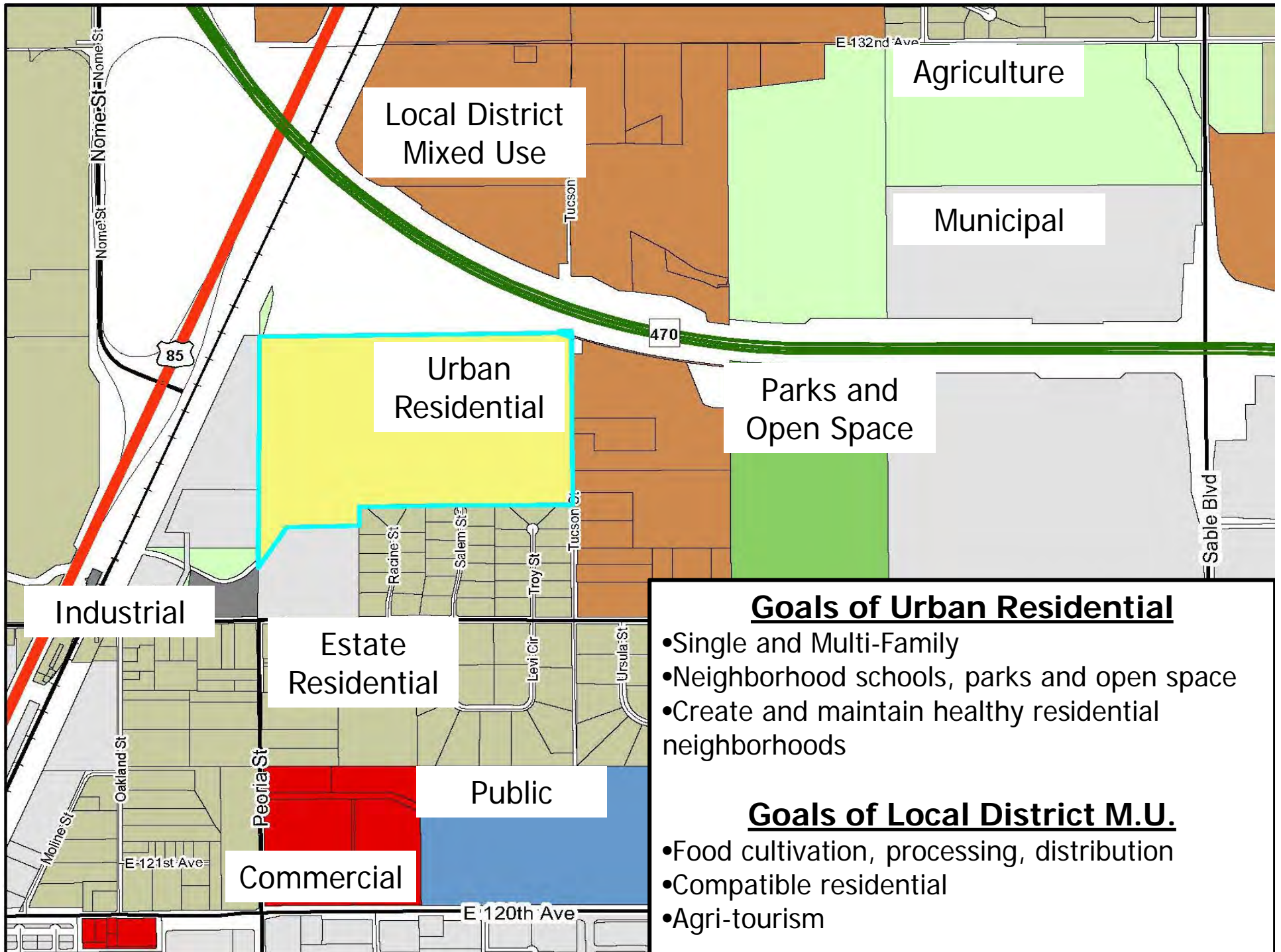


Purpose of A-3

- Land holdings 35+ acres
- Farming, pasturage, food production
- Single-Family

Purpose of A-1

- Enjoyment of County's rural environment
- Rural Single-Family
- Limited farming and animal keeping



Goals of Urban Residential

- Single and Multi-Family
- Neighborhood schools, parks and open space
- Create and maintain healthy residential neighborhoods

Goals of Local District M.U.

- Food cultivation, processing, distribution
- Compatible residential
- Agri-tourism

Background

- Facility operating for 12+ years without permits
- April 2013: Notice of violation
- August 2013: Conceptual Review meeting
- Aug. '13- Oct. '15: on-going discussions

Background

- November 2015:
 - CEDD rejected CUP application
 - Recycling Facilities:

Operators and owners claiming **exclusion from Certificate of Designation Regulations** by operating facilities, or sites, receiving solid waste materials, for the **purpose of processing, reclaiming, or recycling solid waste materials...**
 - Outdoor Storage:

The storage of materials or inventory **naturally and normally incidental to the primary use** of a property limited to the primary user of the property, and located on the same lot with the primary use. Accessory storage shall not include vehicles, which can be driven off the property under their own power and are licensed to be driven on public rights-of-way. Merchandise for sale or lease shall not be considered accessory storage, **except storage of gravel, rock, recycled asphalt, or other landscaping materials shall be considered outdoor storage.**
 - Zoning violation trial
 - Appeal of administrative decision
- January 2016: BOA approved appeal

Purpose of Conditional Use

Section 2-02-08-01

- Ensure proposed use will be **compatible** with the surrounding area, as well as **character** of the neighborhood, and **not detrimental** to the health, safety, or welfare of inhabitants of the surrounding area.
- Elements of **compatibility** include height, scale, mass and bulk of structures, traffic, circulation, access, parking, landscape, lighting, noise, odor, architecture.
 - Does not mean “the same as” but refers to **sensitivity of development in maintaining existing character**.

Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

Criteria for Recycling Facilities and Outdoor Storage

Section 2-02-08-07-03 and 2-02-08-07-05

1. Demonstrate need for the facility/ storage
2. Compatible with regulations and Comprehensive Plan
3. Comply with all health standards (TCH and CDPHE)
4. No significant traffic congestion or hazards
5. Compatible with surrounding area
6. Health and welfare
7. Storage subordinate to principal use
8. Aesthetics addressed



Recycling Facility

Tucson Estates

Henderson Elementary

85

470

Nome St

Tucson St

Racine St

Salem St

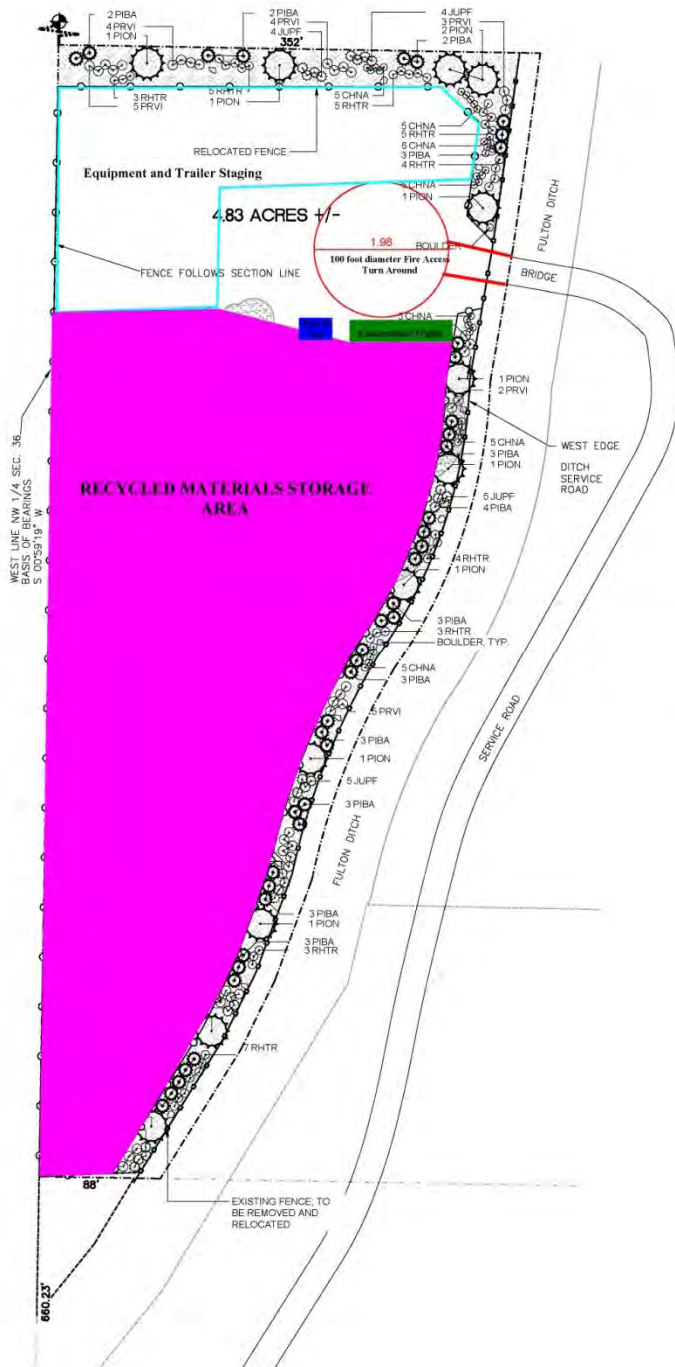
Troy St

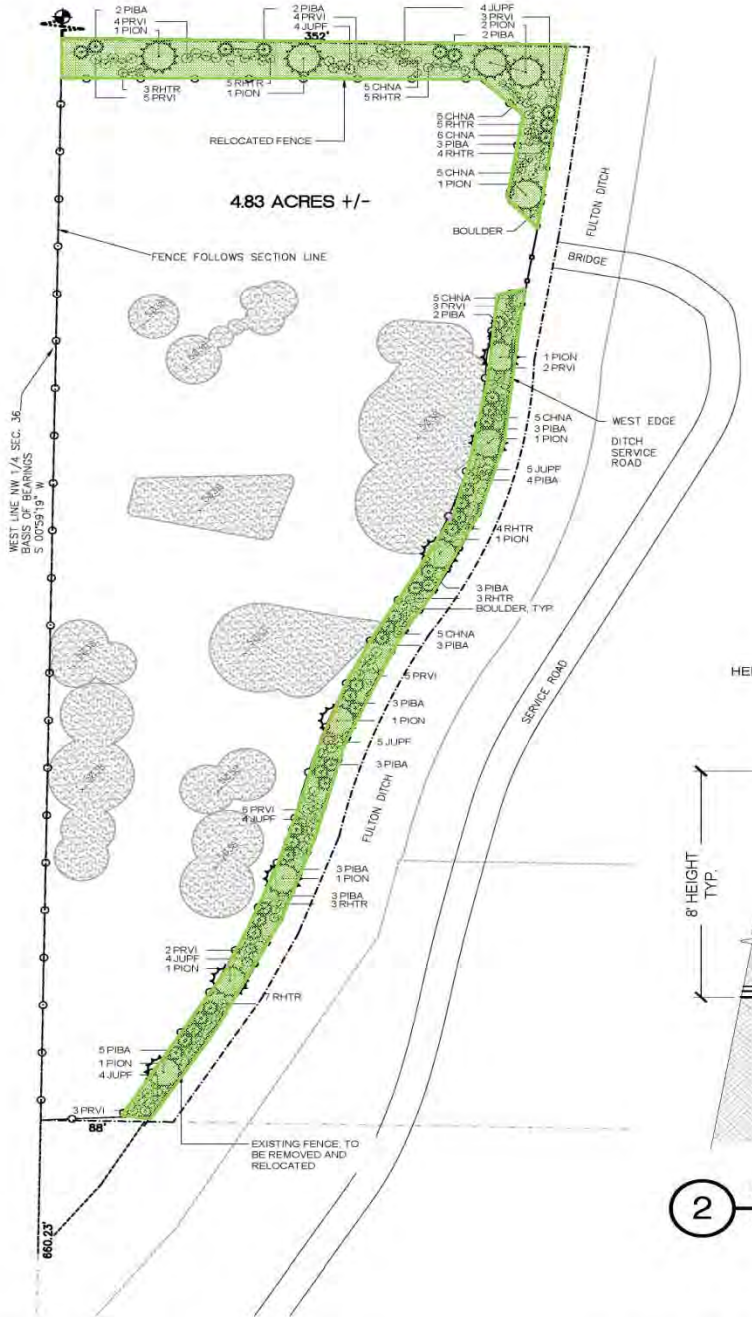
24th Ave

Levi Cir

Recycling Facility

- Approximately 4.83 acres
- Construction and demolition debris
- Stacking up to 20 ft
- Occasional crushing operations
- Materials: concrete and asphalt
- Certified clean prior to transport
- Crushing: 20 days/year
- Hours: 7 am to 6 pm
- Proposed landscape and screening
- Current weeds and chain link fence
- Heavy trucks and equipment
- Access through school parcel





SITE REQUIREMENTS		
TOTAL SITE AREA:	210,394 SF	100%
MIN. LANDSCAPE AREA REQUIRED	21,039 SF	10%
LANDSCAPE AREA PROVIDED	23,199 SF	11%

*MINIMUM OF 75% ORGANIC MATERIAL PROVIDED WITHIN LANDSCAPE AREA

LANDSCAPE REQUIREMENTS TABLE:

DESCRIPTION	BUFFER WIDTH REQUIRED / PROVIDED	REQUIREMENTS	QTY. (L.F. or S.F.)	TREES REQ.	TREES PROV.
BUFFERYARD B INDUSTRIAL/COMMERCIAL	10' / 10'	2 TREE PER 80 LINEAR FEET	351'	5	10
BUFFERYARD D INDUSTRIAL/INSTITUTIONAL	15' / 15'	3 TREE PER 60 LINEAR FEET AND 6' FENCE	851'	43	43

ADDITIONAL LANDSCAPE REQUIREMENTS TABLE: (NON JURISDICTIONAL CITY OF BRIGHTON)

DESCRIPTION	REQUIREMENTS	QTY. (L.F. or S.F.)	TREES REQ.	TREES PROV.	EV. SHRUBS REQ.	EV. SHRUBS PROV.	DEC. SHRUBS REQ.	DEC. SHRUBS PROV.
CITY OF BRIGHTON LANDSCAPE REGULATIONS INDUSTRIAL/INSTITUTIONAL	1 TREE, 3 EVERGREEN SHRUBS AND 3 DEC. SHRUBS / 40 LINEAR FEET	851'	22	44	64	22 ²	64	81

NOTE:

1. TABLE AND CALCULATION IS FOR INFORMATION ONLY, THIS SITE IS WITHIN ADAMS COUNTY AND CITY OF BRIGHTON REQUIREMENTS ARE FOR INFORMATION ONLY.
2. DEFICIENCY IN EVERGREEN SHRUBS IS PROVIDED FOR IN OVERAGE OF REQUIRED TREES (EVERGREEN TREES +22) AT A RATE OF 10 REQUIRED SHRUBS EQUAL 1 TREE (42 EV. TREES DEFICIENT, 5 ADDITIONAL EVERGREEN TREES PROVIDED).

PLANT SCHEDULE

EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL
PIBA	41	PICEA PUNGENS 'BAKER'	BAKERI SPRUCE	B & B	6' HT
PION	12	PINUS PONDEROSA	PONDEROSA PINE	B & B	6' HT.
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	
CHNA	36	CHRYSOTHAMNUS NAUSEOSUS ALBICAULIS	TALL BLUE RABBITBRUSH	5 GAL	
PRVI	37	PRUNUS VIRGINIANA	CHOKECHERRY	5 GAL	
RHTR	39	RHUS TRILOBATA	SKUNKBUSH SUMAC	5 GAL	
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	
JUPF	30	JUNIPERUS X MEDIA 'PFITZERANA'	PFITZER JUNIPER	5 GAL	

2 CHAIN LINK FENCE W/ PRIVACY SLATS
3/8" = 1'-0"

North from 124th Ave



West from access road



West from access road



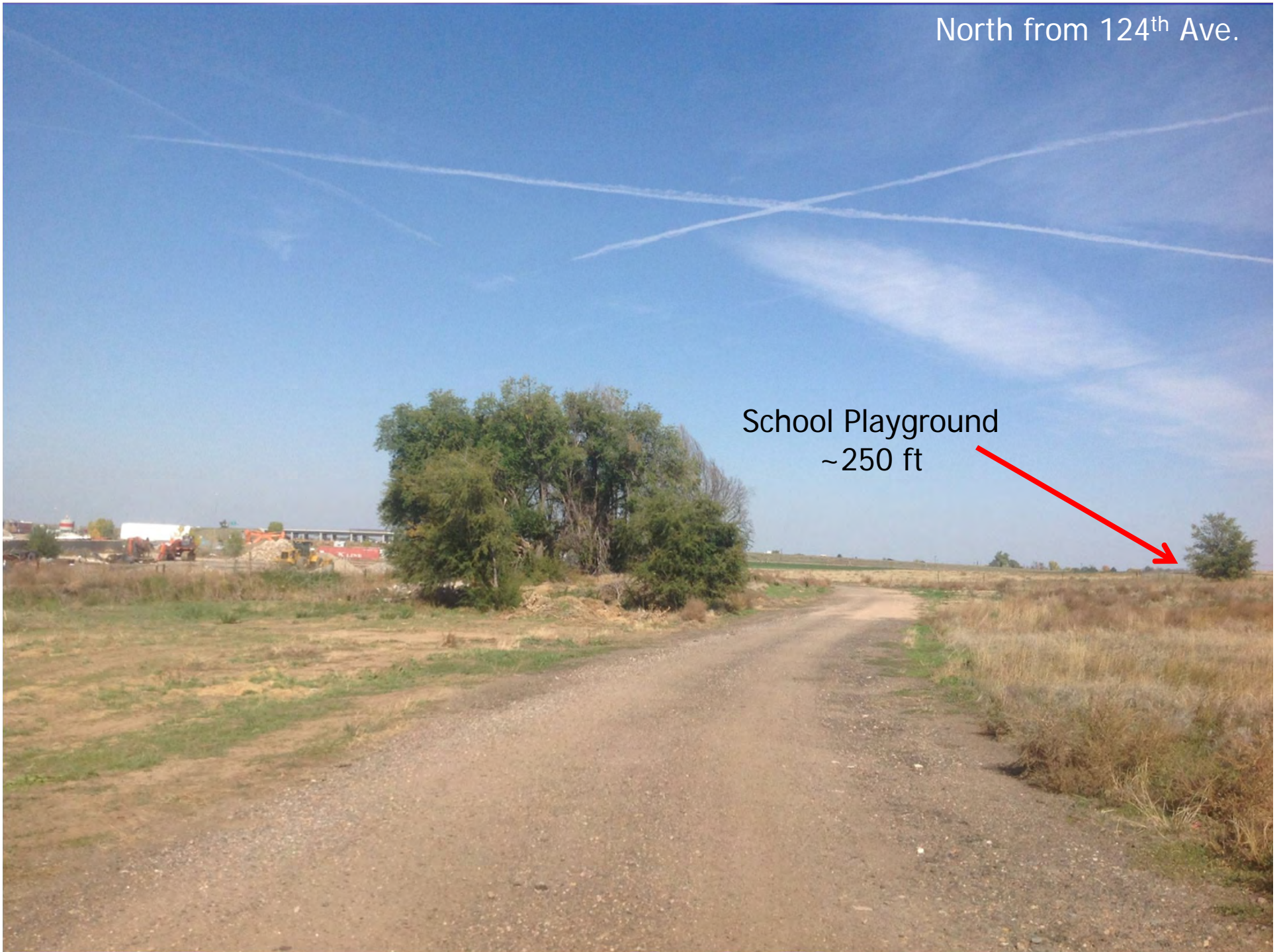
West from access road

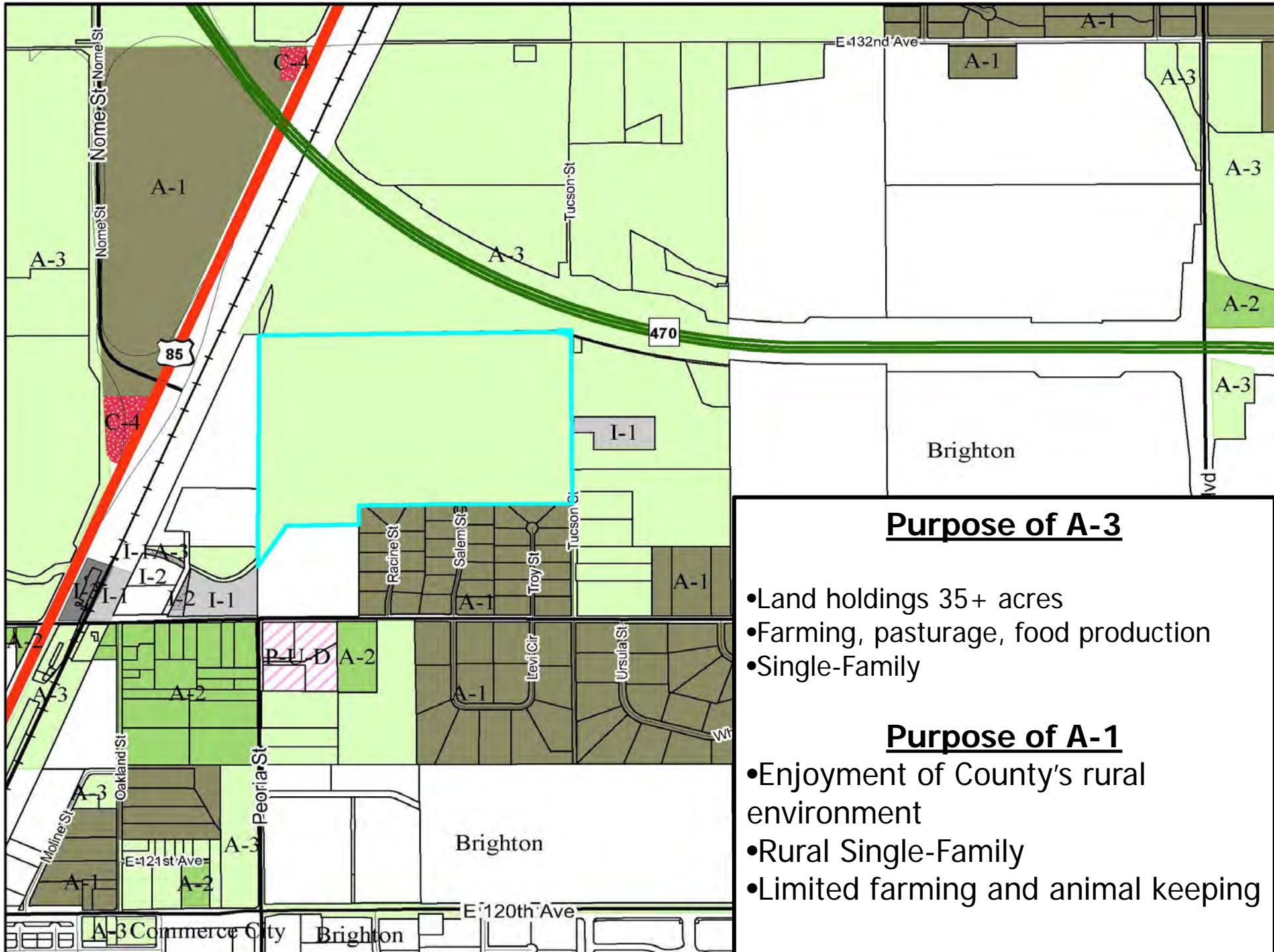




North from 124th Ave.

School Playground
~250 ft



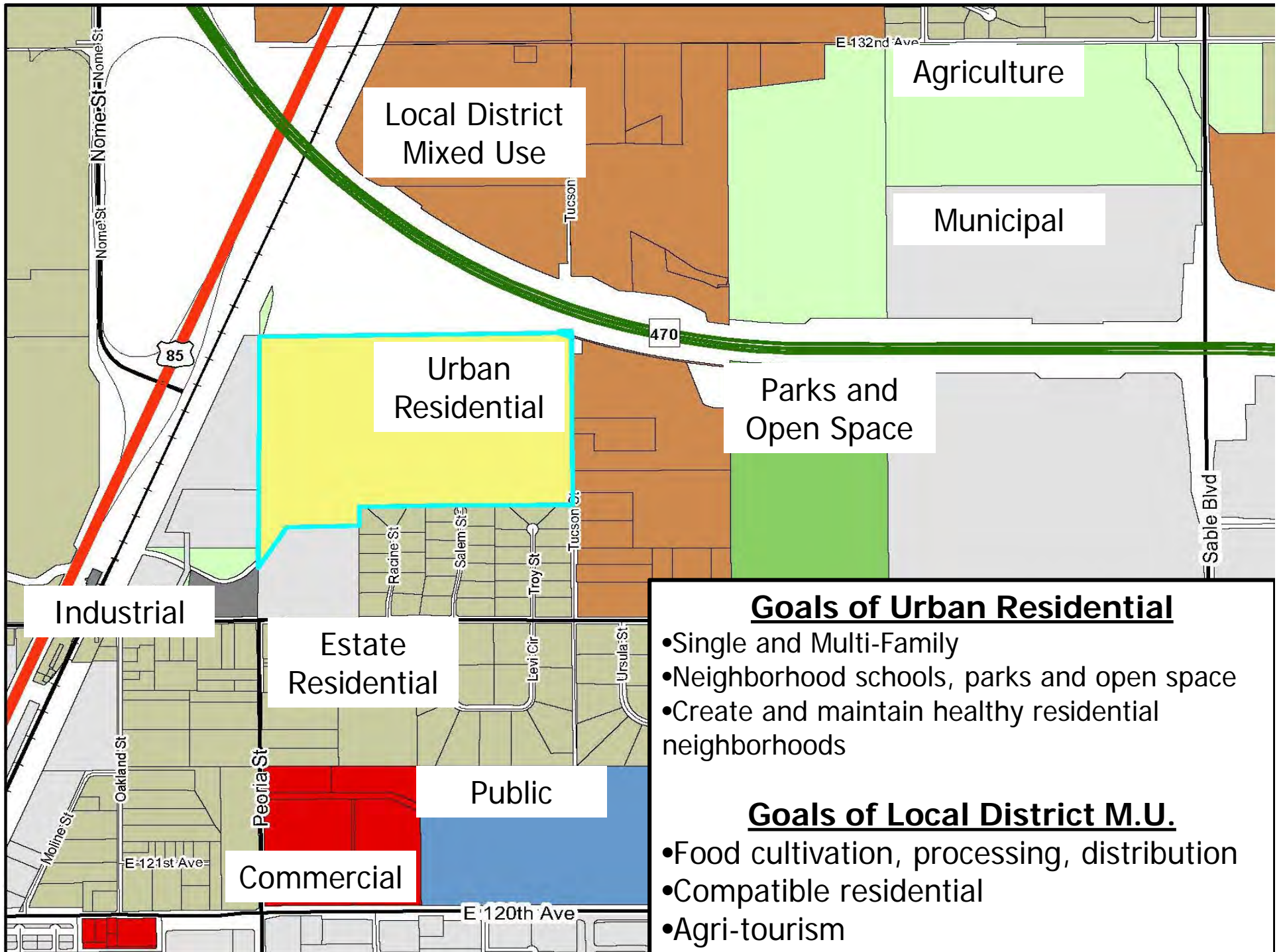


Purpose of A-3

- Land holdings 35+ acres
- Farming, pasturage, food production
- Single-Family

Purpose of A-1

- Enjoyment of County's rural environment
- Rural Single-Family
- Limited farming and animal keeping

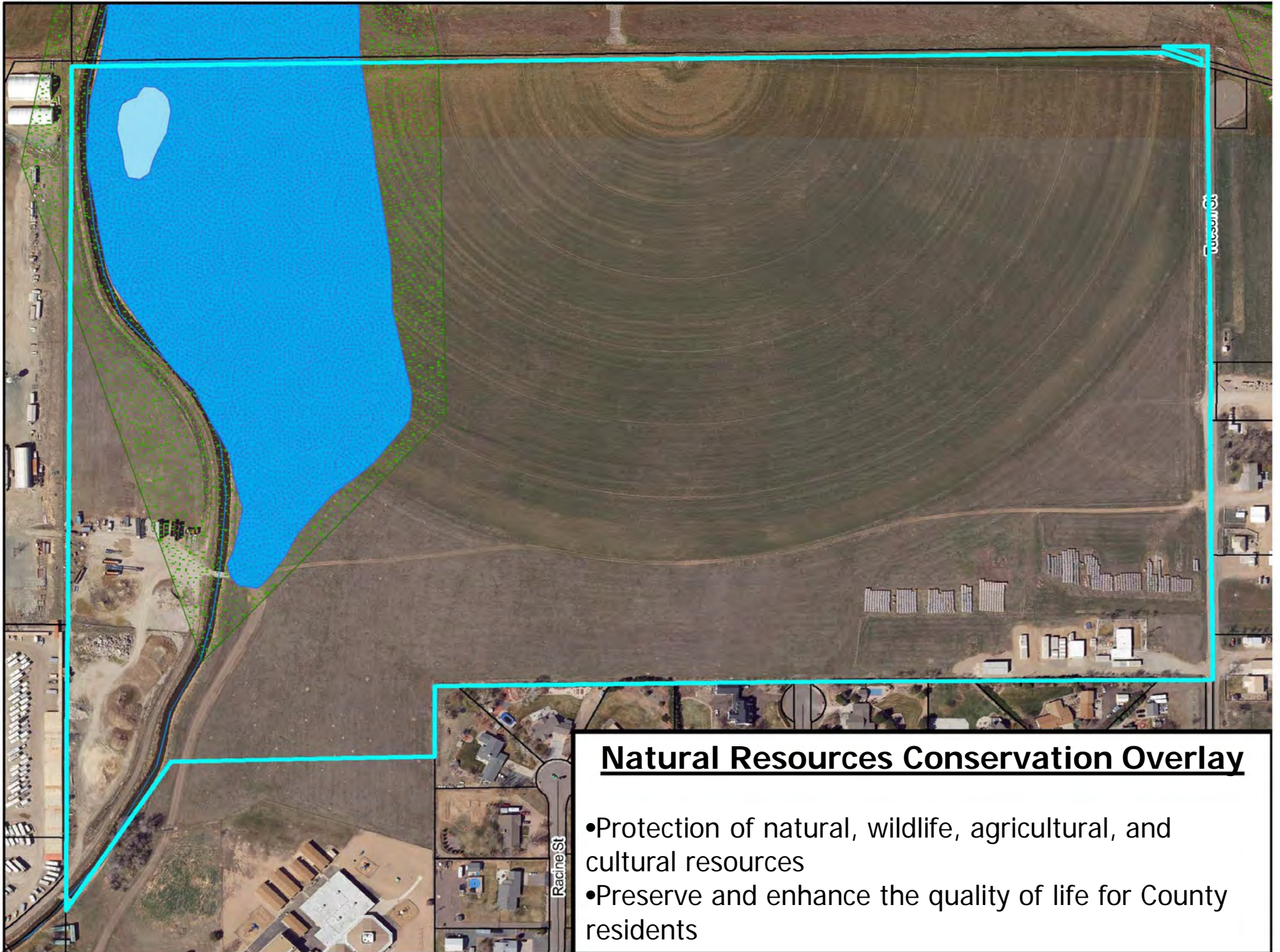


Goals of Urban Residential

- Single and Multi-Family
- Neighborhood schools, parks and open space
- Create and maintain healthy residential neighborhoods

Goals of Local District M.U.

- Food cultivation, processing, distribution
- Compatible residential
- Agri-tourism



Natural Resources Conservation Overlay

- Protection of natural, wildlife, agricultural, and cultural resources
- Preserve and enhance the quality of life for County residents

Referral Comments

- No concerns:
 - Xcel, CDOT, CDPHE, United Power, Brighton Fire
- Concerns:
 - Tri-County Health
 - Vector control, fuel storage and well contamination
 - Sanitation and wastewater management
 - School District 27J
 - Access easement with approved County permits
 - City of Brighton
 - Diminish agricultural character
 - Change access point
 - Limit outdoor storage height to 6 ft

Referral Comments

- Development Services:
 - Not compatible with surrounding area
 - Health and welfare
 - Off-site impacts
- Property Owners within 2,000 ft:

Notifications Sent	Comments Received
125	11

*All comments in opposition of the request

- Proximity to school and homes
- Air and water pollution
- Noise and hours of operation
- Traffic congestion and safety due to access point
- Degraded aesthetics

North towards E-470



East towards Tucson Estates



SE towards Henderson Elementary



Analysis

- **Not consistent with regulations**
 - Agricultural zone district
 - Comprehensive Plan
- **Not harmonious and compatible:**
 - Proximity to school and residences
 - Proposed mitigation does not overcome compatibility
- **Site plan:**
 - Incompatible access
- **Off-site impacts**
 - Noise, dust, traffic, hours of operation
 - Impacts to health and welfare
- **Outdoor storage**
 - Not subordinate to recycling
 - 20 ft pile heights

PC Update

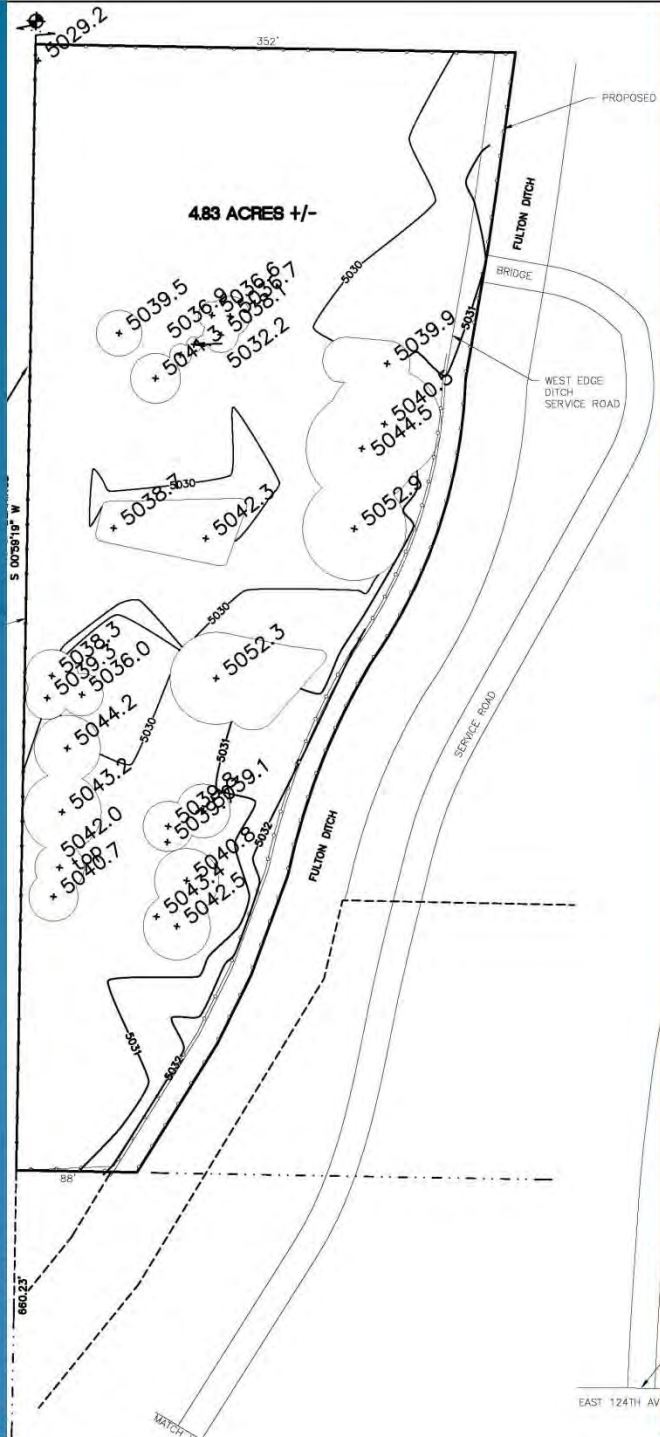
- Considered on October 26, 2017
 - Recommended denial (5-2)
 - Incompatible with area, zoning, and comprehensive plan
- Discussion:
 - Permits
 - Site selection
 - Crushing details and noise
 - Material testing
 - Pile heights
- Public Testimony
 - Property owner (support)

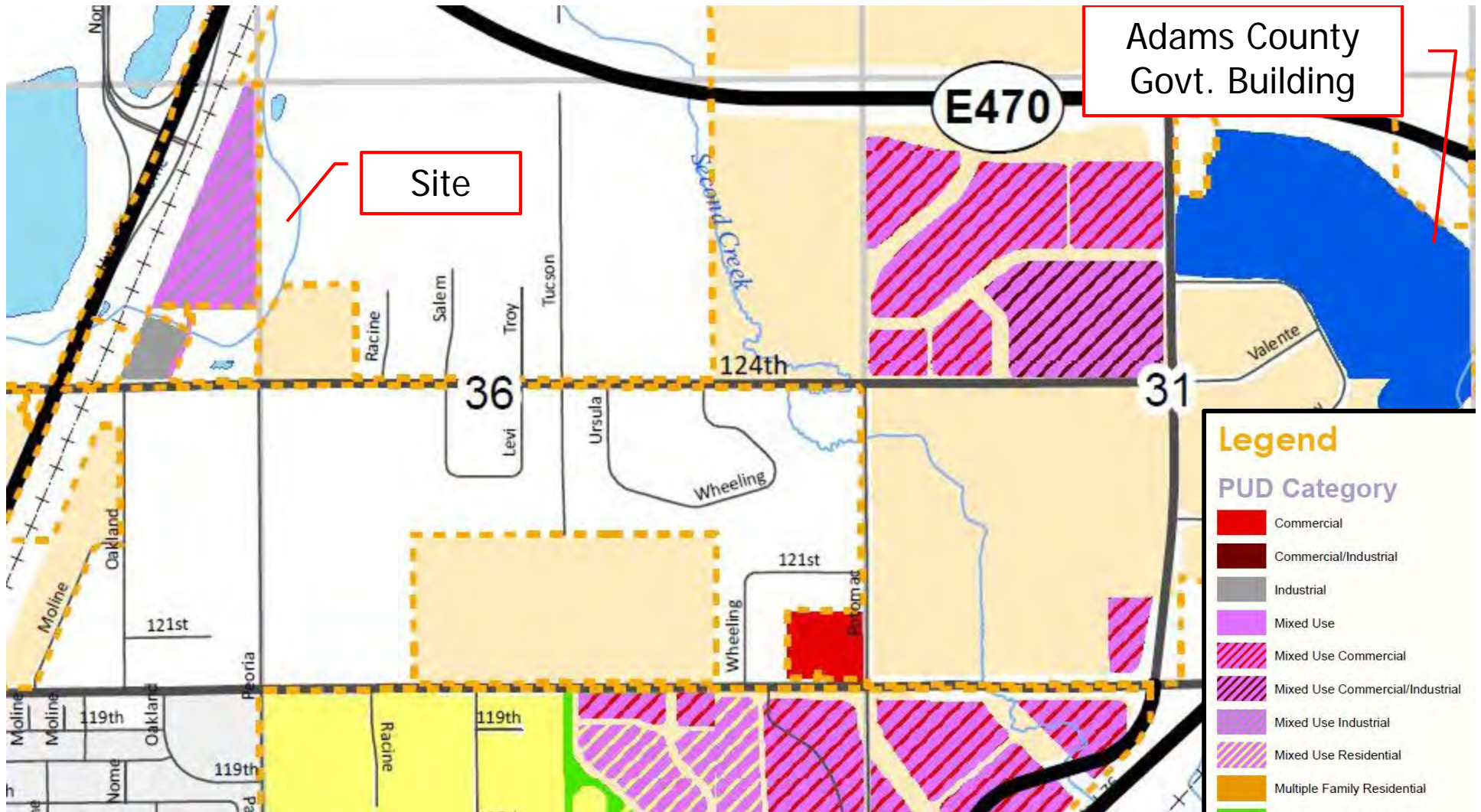
Recommendation

Staff and PC recommends **Denial** based on 17 Findings-of- Fact.

Definitions

- Recyclable Material:
 - “A type of material subject to reuse or recycling. Recyclable materials include metal, glass, cloth, paper, plastic, or any other material which presently has a commercial use or value as a commodity, raw material, or feedstock and is intentionally separated from a waste stream for reprocessing or remanufacture. Recyclable materials do not include any material meeting the definition of a hazardous waste under Section 25-15-101(6), CRS, any material meeting the definition of an infectious waste under Section 25-15-402(1), CRS, any material meeting the definition of a putrescible waste, or any other materials likely to contaminate ground water, create off-site odors, or otherwise pose a threat to human health or the environment as a result of processing, reclaiming, recycling, storage prior to recycling, or use of the material





Adams County
Govt. Building

Site

Legend
PUD Category

- Commercial
- Commercial/Industrial
- Industrial
- Mixed Use
- Mixed Use Commercial
- Mixed Use Commercial/Industrial
- Mixed Use Industrial
- Mixed Use Residential
- Multiple Family Residential
- Parks and Open Space
- Public Land
- Single Family Residential
- Site Specific
- Undesignated
- Zoning
- Surrounding Municipalities
- City Boundary
- Section Lines

Brighton Zoning Map



COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT

CASE NO.: RCU2017-00004

CASE NAME: TILEY ROOFING

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- 1.1 BOCC Staff Report
- 1.2 BOCC Alternative Findings

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
- 3.3 Approved Landscape Plan

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (CDOT)
- 4.2 Referral Comments (Regis University)
- 4.3 Referral Comments (Tri County)
- 4.4 Referral Comments (Xcel Energy)

EXHIBIT 5- Citizen Comments

- 5.1 Barry
- 5.2 Holloway
- 5.3 King

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Public Hearing Notice / Revised Request for Comments
- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
- 6.5 Property Owner Labels
- 6.6 Certificate of Posting

Board of County Commission

November 14, 2017

CASE No.: RCU2017-00004	CASE NAME: Tiley Roofing
--------------------------------	---------------------------------

Owner's Name:	Kirk Tiley
Applicant's Name:	Michelle Cote
Applicant's Address:	5399 Federal Boulevard
Location of Request:	5399 & 5383 Federal Boulevard
Nature of Request:	Conditional Use Permit to allow a light industrial use in the Commercial-5 (C-5) zone district
Zone District:	Commercial-5 (C-5)
Site Size:	Approximately 1.15 acres
Proposed Uses:	Industrial (Roofing Company)
Existing Use:	Industrial (Roofing Company)
Hearing Date(s):	PC: October 26, 2017/ 6:00 pm
	BOCC: November 14, 2017/ 11:30 am
Report Date:	October 30, 2016
Case Manager:	Libbie Adams
Staff Recommendation:	APPROVAL with 8 Findings-of-Fact and 6 Conditions

SUMMARY OF PREVIOUS APPLICATIONS

In January 2006, the Board of County Commissioners granted the applicant a conditional use permit (CUP) for five years to allow a light industrial use on the property. As part of the CUP approval, the applicant was required to enter into a development agreement with the County to address requirements of sidewalks and right-of-way on the property.

In September 2010, the Board of County Commissioners approved a renewal of the conditional use permit for an additional five years. As part of the approval, a condition was added on the property to require installation of a solid screen fence to screen outdoor storage uses on the property, and also for the applicant to apply for a plat to combine the parcels (two parcels) into one. These conditions were never completed. A letter stating the CUP had expired was sent to the applicant in October 2016 as a result of the yearly conditional use permit audit conducted by the Community and Economic Development Department. Additionally, the County's Code Compliance Division of the Community and Economic Development Department is currently working with the applicant to resolve the outstanding unfulfilled conditions of approval.

SUMMARY OF APPLICATION

Background:

Kirk Tiley, the property owner, currently operates a roofing company (Tiley Roofing) on the subject properties located at 5399 and 5383 Federal Boulevard. Tiley Roofing uses the site for office, interior tool and machine storage, and outdoor storage. The office and interior storage are located on the northern property at 5399 Federal. The southern property, 5383 Federal, is used for outdoor storage. Currently, the property is zoned Commercial-5 (C-5). The applicant is requesting a conditional use permit to allow a light industrial use (i.e. general building contractors use) on the property to continue operation of the roofing business. Per Chapter three of the County's Development Standards, a general building contractors business, which falls in the light industrial uses category, is only permitted in the C-5 zone district through a conditional use permit. The applicant has previously received two conditional use permits to allow the existing operation on the property.

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 request, which includes compliance with the zone district and performance standards, addressing off-site impacts, presence of adequate facilities and infrastructure, compatible with the surrounding neighborhood, and not detrimental to the neighborhood or future development of the area.

Per section 3-23-04-03 of the County's Development Standards and Regulations, a conditional use permit is required for use of a property for general building contractors business in the C-5 zone district. Per section 3-22 of the County's Development Standards, the purpose of the C-5 zone district is to serve as a general retail and service district designed to provide the broadest scope of services and products for both the general and traveling public in an interstate and regional context. Permitted principal uses in the C-5 district include commercial retail, offices, restaurants, automotive repair, and commercial recreation/entertainment. The C-5 zone district allows up to 25% of the building area to be used for outdoor storage. Aerial images show more than 25% of the building area of the subject property is used for outdoor storage. Staff confirmed this information during a site visit as well. Additionally, the southern of the two lots has no structures and is used entirely for outdoor storage, which is inconsistent with the County's Development Standards.

Performance standards for light industrial uses are outlined in Section 4-10-01 of the Development Standards and Regulations. Per the standards, outdoor storage is required to be screened from public right-of-ways by an eight-foot privacy fence. Currently, there is a chain link fence on the site separating parking areas from outdoor storage areas on the property. The existing fence does not conform to the standards for fencing required in the Development Standards for outdoor storage. Additionally, the applicant received administrative relief from

landscaping requirements in 2006. The approved plan (See Exhibit 3.3) shows required landscape bufferyards along the western and southern property lines, however, there is currently no landscaping on the western and southern property lines. Adams County code compliance has cited the applicant for the lack of landscape bufferyards on the property.

The subject request does not meet the outlined performance standards and staff is recommending a temporary approval of the CUP for one year with certain recommended conditions. This recommendation is to provide the applicant adequate time to find a long term location that is more compatible for the use and has adequate space to meet all performance standards that may be required, such as screening and landscaping. Staff recommended conditions of approval include installation of privacy fencing to screen outdoor storage from the public right-of-way and the restriction of outdoor storage to 25% of the building area.

Future Land Use Designation/Comprehensive Plan:

The subject property is designated as Urban Residential in the County's Comprehensive Plan future land use map. Per Chapter 5 of the County's Comprehensive Plan, Urban Residential areas are designated for a variety of housing types at urban densities with adequate urban services and transportation facilities. Compatible uses such as neighborhood schools, community facilities, and limited commercial development are also permitted in the Urban Residential future land use designation. Restaurants and retail services are examples of intended commercial developments that would serve the needs of nearby residents, as well as creating a healthy community.

The subject property is also located in the Federal Boulevard Framework Plan. This plan was adopted in September of 2014 and outlines existing conditions and future opportunities stemming from the recently constructed Regional Transit District stations. It specifically calls for a pedestrian-oriented streetscape along Federal Boulevard that can accommodate multiple modes of transportation, particularly non-motorized transportation to help facilitate redevelopment along the corridor. More recently, the County completed its Southwest Adams County Making Connections Planning and Implementation Plan. This plan was adopted as an amendment to the County's 2012 Comprehensive Plan, and outlines policies and projects to be undertaken in Adams County. Specifically, the Making Connections Plan identifies the southwest portion of the County as having a high propensity for significant urbanization. The Making Connections Plan prioritizes projects that will encourage development and redevelopment. The plan identified the top 10 implementation-focused projects that position Southwest Adams County for the future. The subject site is located in one of the 10 recommended focused projects, the Federal Connection project, of the Making Connections Plan. The Federal Connection priority project calls for a strong pedestrian environment, buildings closer to the street, outdoor eating areas, and parking that does not dominate streetscape.

Although the subject request has operated through a conditional use permit for over 10 years, the purpose of a conditional use permit is to evaluate compatibility of the use over a period of time and its consistency with adopted land use plans and policies. The subject request is inconsistent with the current Comprehensive Plan, Federal Boulevard Framework Plan, and Making Connections Plan. The goals of these plans for the subject areas are for urban residential and neighborhood level commercial developments, and not for light industrial uses. Furthermore,

continuing to allow an industrial use with outdoor storage and heavy truck traffic along a visible corridor, such as the location of the subject property, is inconsistent with the goals for improved development outlined in the Making Connections and Federal Boulevard Framework Plan.

Because the use is existing and has been operating for 11 years, there is a need to allow a transition period for the property owner to find a suitable relocation site. Therefore, it is staff determination that allowing continual use of the property for one year will provide the applicant adequate time to find a new site and relocate. Also, allowing the use for one additional year will not be detrimental to fulfilling the goals of the Urban Residential future land use designation, the Making Connections Plan, or the Federal Boulevard Framework Plan. As there is expected transitional period for those existing uses that are incompatible with the future land use to be relocated.

Site Characteristics:

Currently, the site is developed with an office building, storage building, outdoor storage, and parking areas. The property abuts West 54th Avenue to the north and Federal Boulevard to the east. The office, storage building and outdoor storage areas are located on the northern property at 5399 Federal. The southern property at 5383 Federal is only used for outdoor storage. There are three access points from the site onto West 54th Avenue and one access point onto Federal Boulevard. Only one of the access points on West 54th Avenue is permitted through the County. The access on Federal Boulevard is permitted through the Colorado Department of Transportation. There is a chain link fence on the site that separate parking areas from outdoor storage areas on the property. Existing landscaping on the site is mainly along West 54th Avenue.

Surrounding Zoning Designations and Existing Use Activity:

Northwest R-1-C Single Family	North C-5 Office/Warehouse	Northeast C-5 Service Garage
West C-5 Single Family	Subject Property C-5 Light Industrial	East C-5 Retail Store
Southwest R-2 Single Family	South C-5 Single Family	Southeast City and County of Denver Assisted Living Facility

Compatibility with the Surrounding Area:

The property is surrounded to the west and south by single-family homes. Commercial businesses make up a majority of the uses along Federal Boulevard, which abuts the property to the east. The existing building on the property that is used for office space has appearance of a single family home. However, the overall use of the property for light industrial including outdoor storage is incompatible with the goals of the urban residential future land use. During

reviews of the request, a nearby resident commented about heavy truck traffic and noise associated with the business and its negative impacts to the neighborhood.

Images provided by the applicant and a staff site visit shows there are currently no adequate areas on the property to provide a landscape buffer to the surrounding residential properties. In addition, the continual use of the site for a light industrial is no longer harmonious with the adopted plans and goals for development of the area. The intensity of the use and associated truck traffic, noise, and limitations of providing landscape buffers further exacerbates incompatibility of the proposed use with goals of the future land use designation of urban residential. Further, with the commuter light-rail station located less than a mile from the subject site and Regis University located less than a half mile from the subject site, development of the property will be suited for uses that are consistent with the goals of the future land use plan, the Making Connections plan and the Federal Boulevard Framework plan.

PLANNING COMMISSION UPDATE

The Planning Commission (PC) considered this case on October 26, 2017 and unanimously recommended approval of the request. Several commissioners inquired about the lack of landscape buffering and screen fencing to screen the outdoor storage on the property, as required by previous conditional use permit approvals. The applicant informed the PC that the landscaping was installed several years ago but was not maintained. Commissioner Richardson informed both the PC and the applicant that in the County's regulations, landscaping is required to be maintained at all times. A number of the PC members discussed eliminating the condition requiring the landscaping with the assertion that the next person to develop the property will be required to install all required landscaping.

According to the applicant, screen fencing was never installed on the property to allow law enforcement to see into the property in the case of a break-in. While members of the PC understood the security concerns expressed by the applicant, they informed him that the County's regulations require installation of screen fencing for outdoor storage.

The PC discussed staff recommended expiration date and conditions of the CUP and decided to recommend approval for one year to allow the applicant to relocate the business. They also decided to eliminate staff's initial recommended condition requiring installation of landscaping with the premise that because of the limited one year approval, it is not feasible to impose such a condition on a use that is going to be relocated in a year. The PC also amended staff condition regarding outdoor storage. Staff had initially recommended a condition limiting the amount of outdoor storage on the site to 25% of the building area. However, the PC clarified the condition to only allow outdoor storage only on the property with an existing building, unless the applicant combines the two lots through a deed restriction. One neighboring property owner spoke in opposition to the request and expressed impact of noise and debris emanating from the subject use.

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 for one year with 8 findings-of-fact and 6 conditions.

The recommendation for approval for one year is to allow the applicant ample time to relocate to an area in the County with land use designations that are appropriate for the use.

RECOMMENDED FINDINGS OF FACT

1. The conditional use is permitted in the applicable zone district.
2. For the interim, the conditional use is consistent with purposes of these standards and regulations.
3. For the interim, the conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. For the interim, 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 conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use provides 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 available and adequate to serve the needs of the conditional use as designed and proposed.

RECOMMENDED CONDITIONS OF APPROVAL

1. The conditional use permit shall expire on November 14, 2018.
2. The applicant shall be required to obtain access permits for all curb cuts (accesses) with the County right-of-way. The applicant is also required to obtain an access permit from the Colorado Department of Transportation, and provide a copy to Adams County, for the curb cut (access) on Federal Boulevard.
3. The curb cut on West 54th Avenue at the corner of West 54th Avenue and Federal Boulevard shall be removed no later than 30 days from approval of this conditional use permit, as location of the curb cut is hazardous to the traveling public.
4. A solid screen fence shall be provided to screen the outdoor storage from the public right-of-way.

5. Outdoor storage on the site shall be limited to a maximum area of 25% of the building area located at 5399 Federal Boulevard, unless the two parcels are combined through a deed restriction.
6. Deliveries, loading, and unloading shall be restricted to the hours of 7:00 a.m. to 10:00 p.m.

CITIZEN COMMENTS

Notifications Sent	Comments Received
95	2

All property owners within seven-hundred (700) feet of the property were notified of the subject request. As of writing this report, staff has received two responses from those property owners notified of the request. One property owner responded in support of the request stating the applicant always maintain the property in a clean and orderly manner. The other neighboring property owner is opposed to the request and is concerned with potential truck traffic and noise associated with operation of the business, as well operations of the use being incompatible with the surrounding area.

COUNTY AGENCY COMMENTS

Staff reviewed the application and had several concerns with the request. According to the engineering review comments, the northern parcel has three existing curb cuts for access onto West 54th Avenue. However, only one of the curb cuts has been permitted by the County. One of these curb cuts is located close to the intersection of West 54th Avenue and Federal Boulevard, which is a hazard to the traveling public. There were also outstanding unresolved requirements with the previous conditional use permit.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

Regis University
Tri County Health Department

Responding without Concerns:

Colorado Department of Transportation
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams County Fire Protection District
Berkeley Neighborhood Association
Berkeley Water & Sanitation District
Colorado Department of Public Health and Environment – Air Quality

Colorado Department of Public Health and Environment – Water Quality
Century Link
Comcast
Hyland Hills Park and Recreation Distrit
Metro Wastewater Reclamation
Regional Transportation District



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: Libbie Adams, Planner I
Subject: RCU2017-00004, Tiley Roofing
Date: November 14, 2017

ALTERNATIVE RECOMMENDED FINDINGS OF FACT

If the Planning Commission does not concur with the Staff recommendation of Approval, the following findings may be adopted as part of a recommendation of Denial with eight findings of fact and one condition:

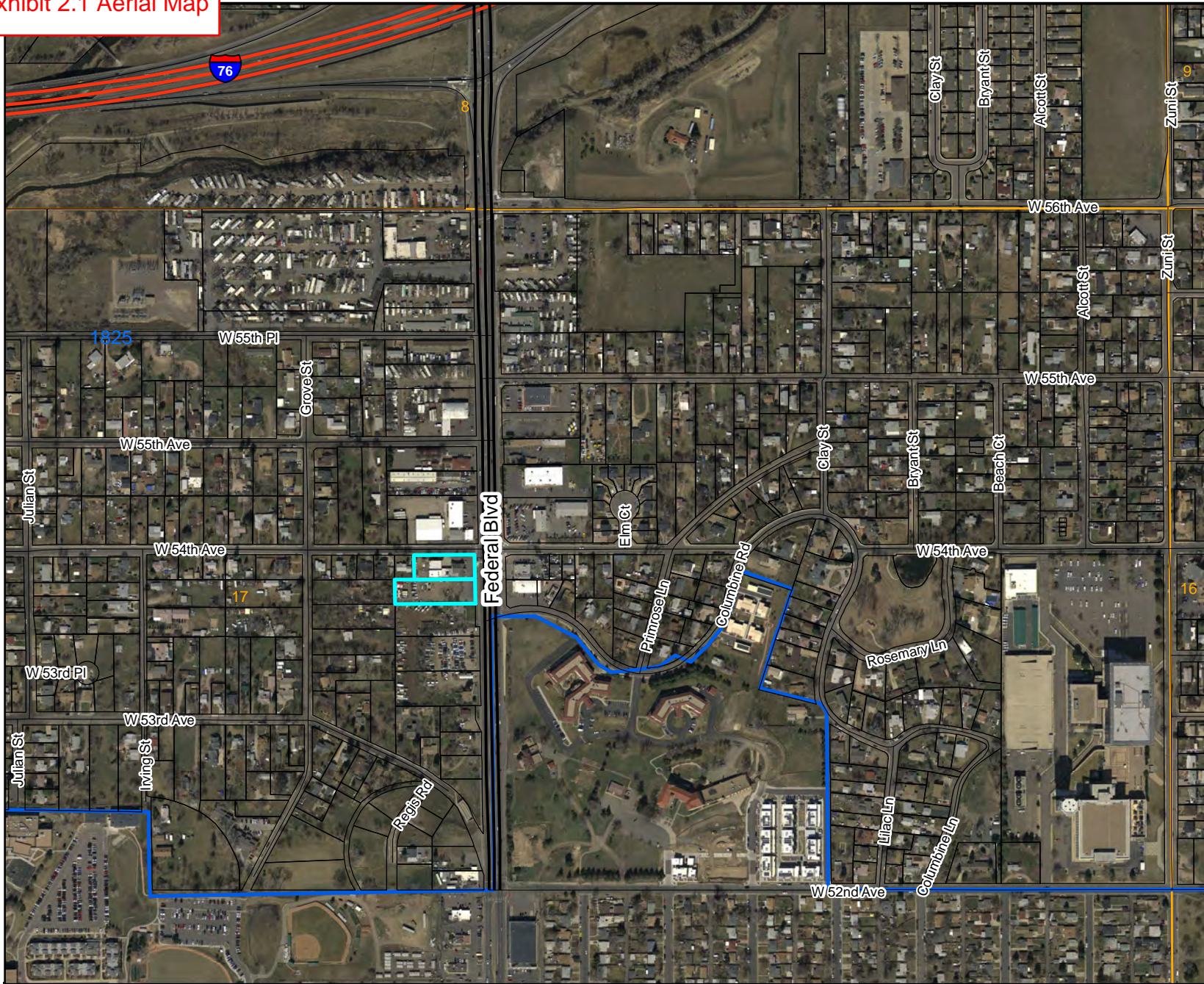
1. The conditional use is not permitted in the applicable zone district.
2. The conditional use is not consistent with the purposes of these standards and regulations.
3. The conditional does not comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is not compatible with the surrounding area, not harmonious with the character of the neighborhood, 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 of the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the conditional use results in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The conditional use permit has not addressed all off-site impacts.
6. The site is not suitable for the conditional use including inadequate usable space, inadequate access, and the presence of environmental constraints.
7. The site plan for the proposed conditional use does not provided the most convenience and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.

8. Sewer, water, and storm water drainage, fire protection, police protection, and roads are not available or adequate to serve the needs of the conditional use as designed and proposed.

Condition of Denial:

1. Applicant shall vacate property by January 14, 2018, two months following denial from the Board of County Commissioners.

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

Tiley Roofing Conditional Use Permit
RCU2017-00004

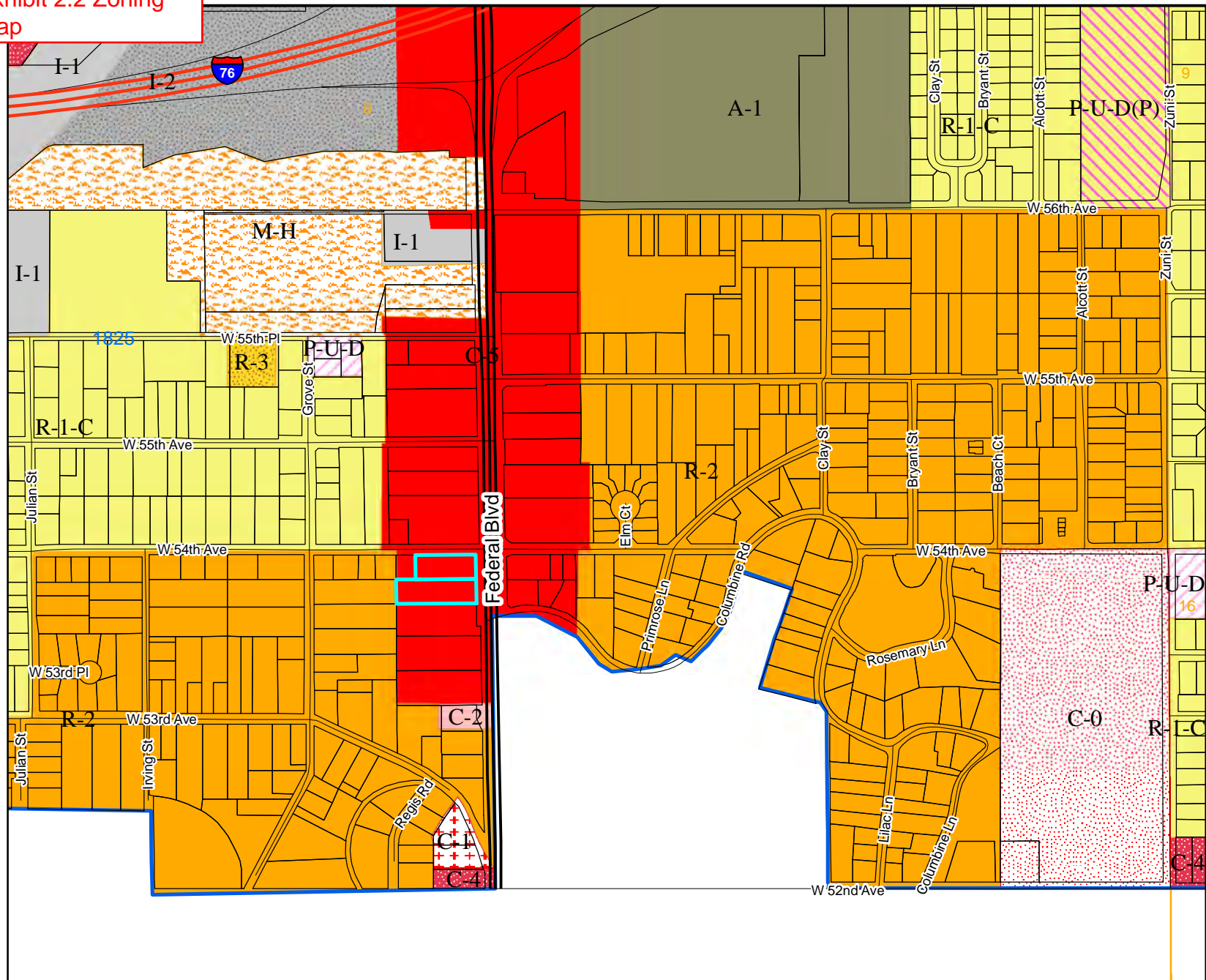


For display purposes only.



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
- 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

Tile Roofing Conditional Use Permit
RCU2017-00004

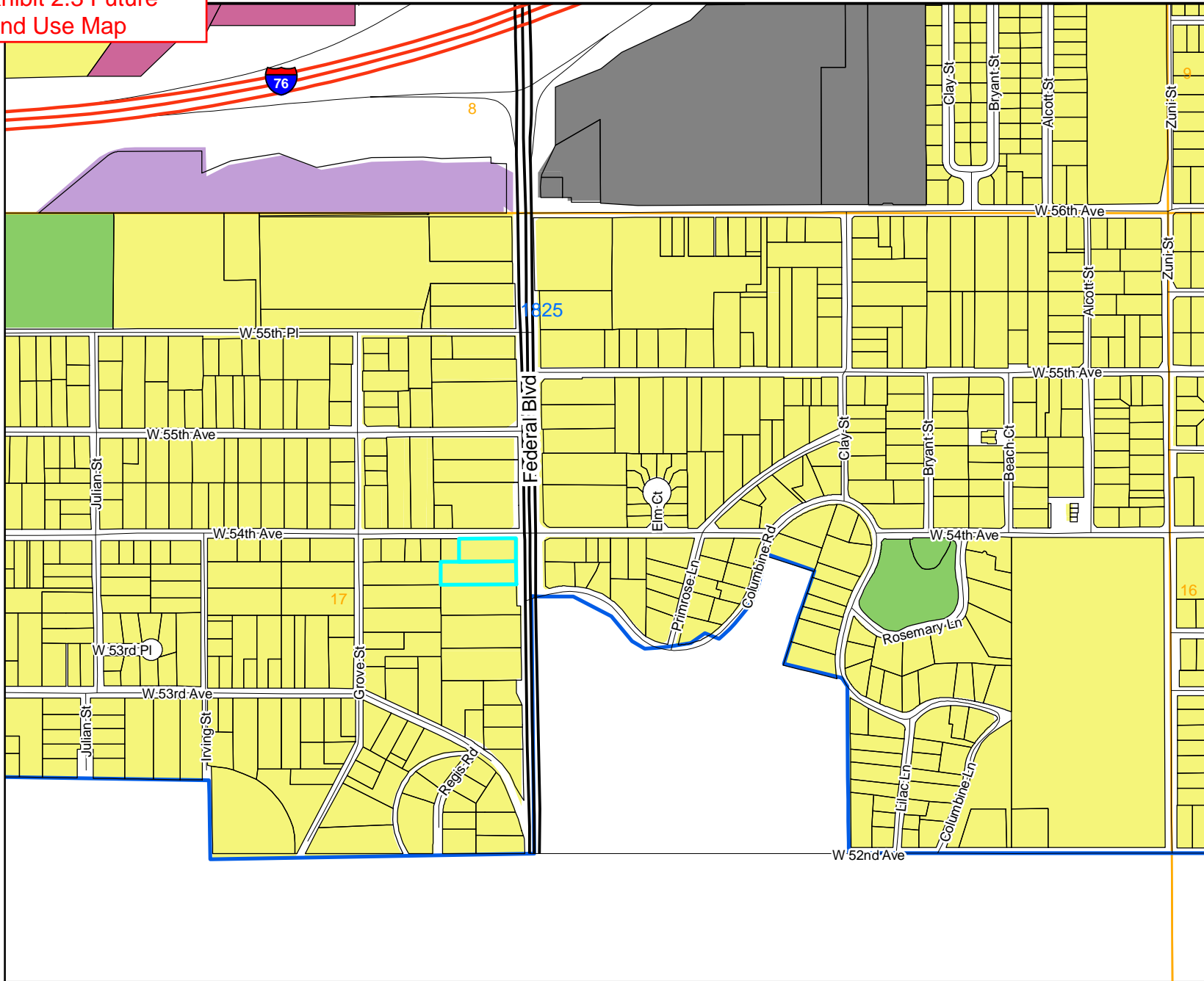


For display purposes only.



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Exhibit 2.3 Future Land Use Map



- Legend**
- Future Landuse**
- Residential**
- Urban Residential
 - Estate Residential
- Mixed Use**
- Local District Mixed Use
 - Mixed Use Neighborhood
 - Activity Center
 - Mixed Use Employment
- Commercial/Industrial**
- Commercial
 - Industrial
- Other**
- Agriculture
 - DIA Reserve
 - Parks and Open Space
 - Public
 - Municipal Area

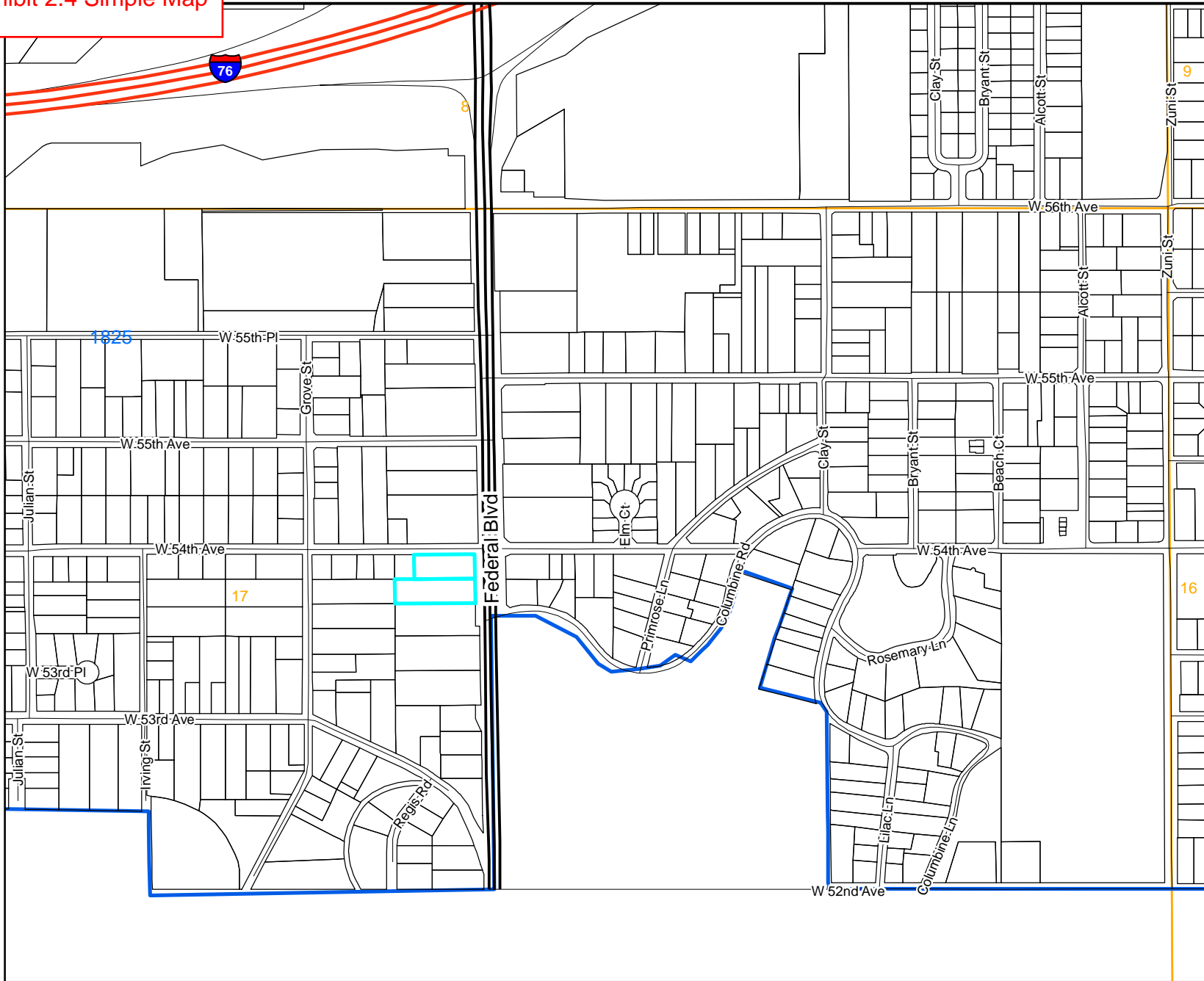
Tiley Roofing Conditional Use Permit
RCU2017-00004



For display purposes only.



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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

Tile Roofing Conditional Use Permit

RCU2017-00004



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



January 20, 2017

Adams County
DEPT of Planning and Development
4430 SO Adams Pkwy., 1st Floor, Ste. W2000
Brighton, CO 80601-8204

RE: CONDITIONAL USE PERMIT RCU2010-00017

tiley ROOFING
5399 Federal Blvd.
Denver, CO 80221
o: 303-426-7370 ext. 701
f: 303-426-0312
michelle@tileyROOFING.com

This is in reference to the building known as 5399 Federal Blvd. and the adjoining lot known as 5383 Federal Blvd., Adams County, CO. The Conditional Use Permit for C-5 zoning for Tiley Roofing was approved and issued in September of 2010 for light industrial use for our roofing company that needs to be renewed.

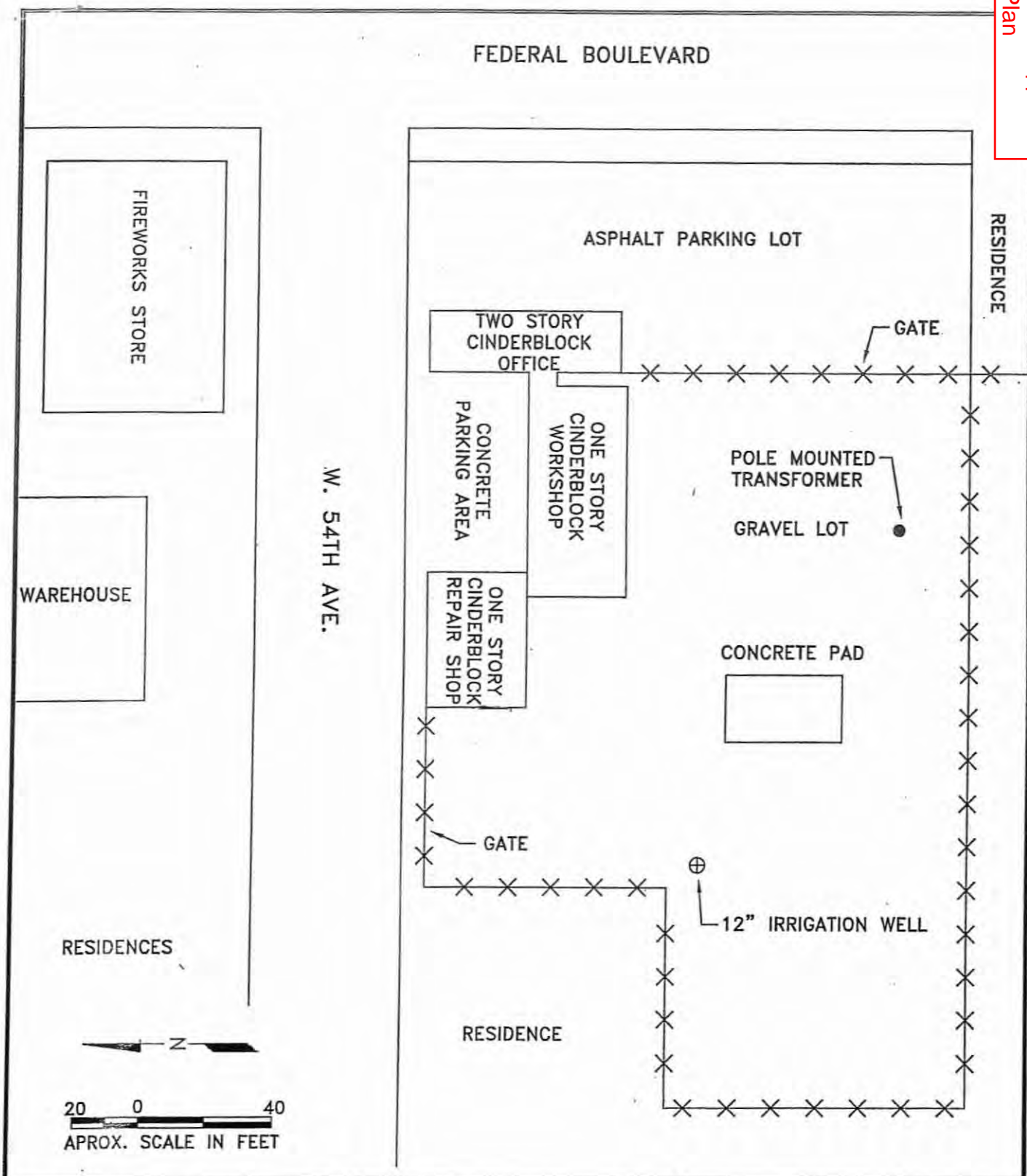
The Request: The current zoning for C-5 light industrial use was previously granted. We are requesting the Conditional Use Permit (Case RCU2010-000017) be renewed. The use of property includes our offices, interior tool and material storage, exterior storage of the dumpster, and vehicle storage at night. The additional warehouse houses our metal machine for bending sheet metal flashing. We provide various types of residential and commercial roof services at various jobsite locations throughout the state.

This will be a compatible use consistent with the neighborhood. Our use parallels the previous use of the property by a landscaping company. Our business has proven to be a valuable asset to the community as we have serviced several residential and commercial roofs within close proximity to our location.

Please feel free to call should you have questions or need additional information.

Thank you,

Michelle Cote, CFO/VP
tiley ROOFING
5399 Federal Blvd.
Denver, CO 80221
Direct: 303-225-4258



PALMETTO ENVIRONMENTAL GROUP
899 DECATUR STREET
DENVER, COLORADO 80204

FIGURE 2
SITE MAP

5399-5385 FEDERAL BLVD.
DENVER, COLORADO

ION

APPROVED
 BY ST DATE 1/18/06
 ADDRESS 5399 Federal
 PERMIT NO. RCU105-0042
622457 - 629657

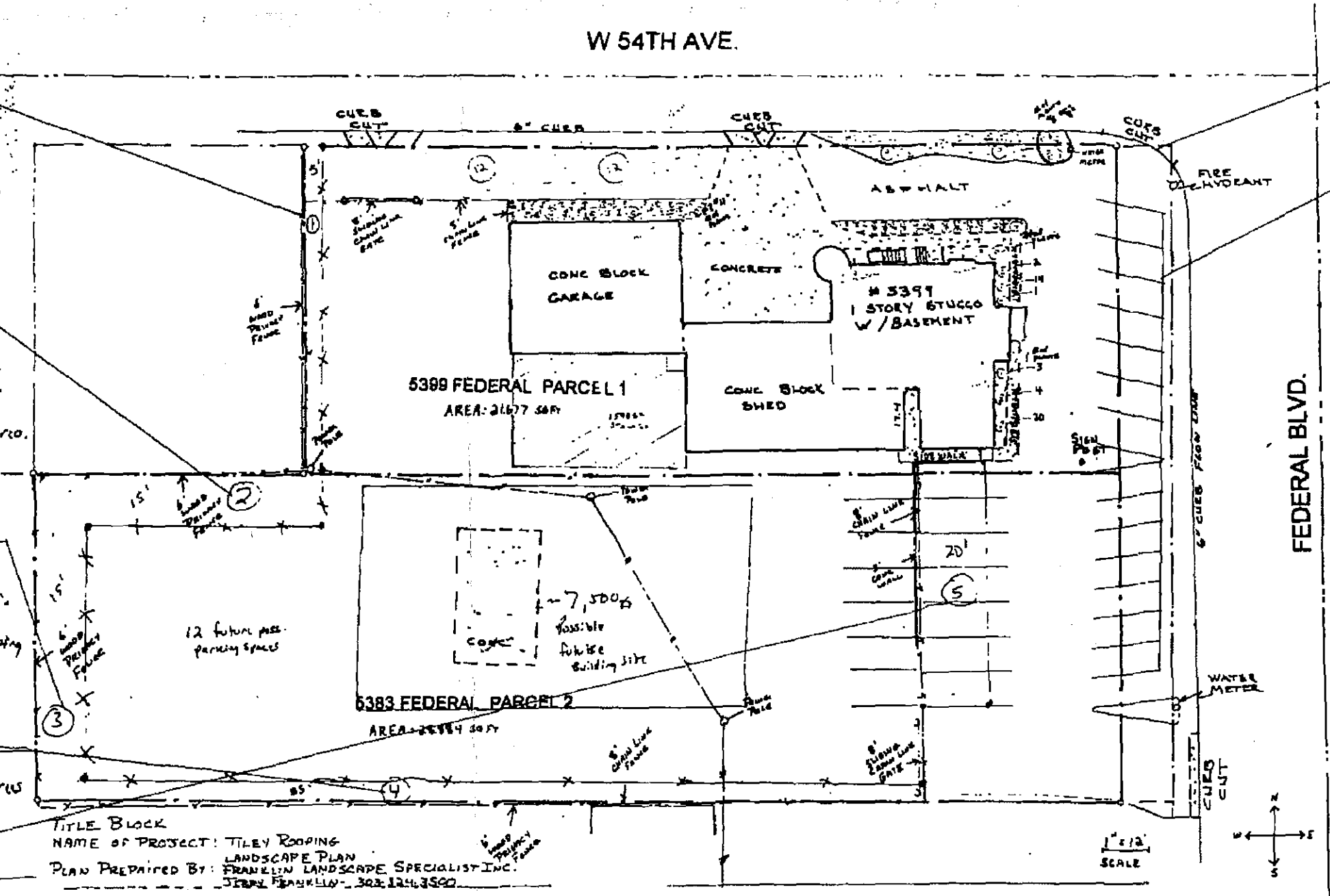
Area ①
 • 95' x 5' = 475 sq ft
 living landscaping @
 2 trees 40' on center.
 Wood fence shall be located
 behind landscape area.

Area ②
 • 70' x 15' = 1050 sq ft
 living landscaping @
 2 trees 35' on center.
 Wood fence shall be
 located behind landscape area.

Area ③
 • 75' x 15' = 1,125 sq ft
 living landscaping @
 2 trees 35' on center.
 Wood fence shall be
 located behind landscaping
 area

Area ④
 • 250' x 5' = 1,250 sq ft
 living landscaping @ 3 trees
 80' on center.

Area ⑤
 • 70' x 20' = 1,400 sq ft
 living landscaping @
 2 trees and 4 shrubs.
 Parking shall be located
 to rear of chainlink
 fence.



TITLE BLOCK
 NAME OF PROJECT: TILE ROOFING
 LANDSCAPE PLAN
 PLAN PREPARED BY: FRANKLIN LANDSCAPE SPECIALIST INC.
 JERRY FRANKLIN - 302.124.3500

PLANT #	PLANT LIST DESCRIPTION	QTY	PLANT #	PLANT LIST DESCRIPTION	QTY	PLANT TYPE	QTY	TYPE	Area of Landscape	sq. ft.
1	Small Tree	2	2	Small Tree	2	Deciduous Tree	4	Tree	1500	1500
2	Shrub	4	3	Shrub	4	Deciduous Shrub	4	Shrub	1000	1000
3	Flowering Shrub	2	4	Flowering Shrub	2	Deciduous Shrub	4	Shrub	1000	1000
4	Small Tree	2	5	Small Tree	2	Deciduous Tree	4	Tree	1500	1500
5	Shrub	4	6	Shrub	4	Deciduous Shrub	4	Shrub	1000	1000
6	Flowering Shrub	2	7	Flowering Shrub	2	Deciduous Shrub	4	Shrub	1000	1000
7	Small Tree	2	8	Small Tree	2	Deciduous Tree	4	Tree	1500	1500
8	Shrub	4	9	Shrub	4	Deciduous Shrub	4	Shrub	1000	1000

Category	Quantity	Area
Landscaping Area	1500	1500
Planting Area	1000	1000
Planting Area	1000	1000
Planting Area	1000	1000
Planting Area	1000	1000
Planting Area	1000	1000
Planting Area	1000	1000
Planting Area	1000	1000
Planting Area	1000	1000
Planting Area	1000	1000

TYPE of IRRIGATION
Full Automatic
Self-Watering
Shrub & Tree Drip
and Misters

**Exhibit 4.1 Referral
Comments (CDOT)**

From: [Loeffler - CDOT, Steven](#)
To: [Libbie Adams](#)
Subject: RCU2017-00004, Tiley Roofing Conditional Use Permit
Date: Tuesday, February 21, 2017 9:55:38 AM

Libbie,

I have reviewed the submittal named above for a renewal of a CUP to allow a light industrial use in the C-5 zone district 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 | www.codot.gov | www.cotrip.org

**Exhibit 4.2 Referral
Comments (Regis)**

From: [Scherer, Susan A.](#)
To: [Libbie Adams](#)
Cc: [Redmond, Michael](#); [Grey, Jeannette](#)
Subject: Request for Comments for Tiley Roofing Conditional Use Permit
Date: Thursday, February 09, 2017 9:04:22 AM
Attachments: [image001.png](#)

Dear Libbie,

Thank you for sending the request for Comments for Tiley Roofing Permit to Regis University, though Mike Redmond, our Physical Plant Director. In my new role at Regis University, as Associate VP for Community Collaboration, I've been asked to make some specific comments about this request. (Case #RCU2017-00004)

Regis University is interested in improving pedestrian access along the Federal Blvd corridor including the area of this property. Likewise, a grant funded project called Invest Health, seeks to align efforts along this Federal Blvd stretch to improve accessibility to transit. The Invest Health team includes Adams county Long Range Strategic planning (including Abel Montoya and Rachel Bacon), as well as Tri-county Health department, Mile High Connects and the City of Westminster.

On behalf of Regis University and the Invest Health team, we would ask that if this permit is renewed, it would include a requirement to have a up to date and/or wider sidewalk in front of the business and to include a curb cut that meets your ADA standards.

We hope that by including these requirements in the permit renewal process, it will facilitate the development of a complete sidewalk network that is accessible to all.

If there are additional questions or feedback, don't hesitate to contact me.

Best,

Initial email

Attached is the Request for Comments for the Tiley Roofing Company Conditional Use Permit (Case #RCU2017-00004). The applicant is requesting a renewal of a previous Conditional Use Permit to allow industrial uses (roofing company) in the commercial zone district. The subject site is located at 5399 and 5383 Federal Boulevard. Please email me any comments you may have by **Thursday, March 2, 2017** so that your comments may be considered in the review and recommendation of this case.

Feel free to contact me if you have any questions or require more information about this case.

Thanks,
Libbie Adams

Sue Scherer, PhD, PT

Associate Vice President | Community Collaboration

3333 Regis Blvd., Denver, CO 80221

P 303.964.5252 | E sscherer@regis.edu | REGIS.EDU





March 2, 2017

Libbie Adams
Adams County Department of Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Tiley Roofing Company, RCU2017-00004, 5399 and 5383 Federal Blvd.
TCHD Case No. 4264

Dear Ms. Adams,

Thank you for the opportunity to review and comment on the Conditional Use Permit renewal for a roofing business located at 5399 and 5383 Federal Boulevard. Tri-County Health Department (TCHD) staff reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design, and has the following comments.

The area along Federal Boulevard where the project is located lacks adequate pedestrian infrastructure and suffers from high rates of vehicle crashes and crashes leading to pedestrian injuries. This property does not have a sidewalk and is therefore contributing to the unsafe pedestrian environment. We urge the County to keep the safety of the pedestrian environment in mind during the review of applications in this area.

Vector Control - Storage

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. Items stored on the ground, tightly packed, and rarely moved provide potential harborage for rodents. Due to the variety of items to be potentially stored at this site, TCHD recommends that the applicant create a plan for regular pest control. Information on rodent control can be found at <http://www.tchd.org/400/Rodent-Control>

Pollution Prevention

Parked vehicles have the potential to leak fluids such as fuels, antifreeze, brake fluids, and cleaning agents. For the safety of site workers and the public, we recommend that the applicant adopt any of the following practices that are not already in place:

Inspect each vehicle for potential leaks. The inspection should be conducted over an impervious area, e.g., a concrete slab with curbs, where spills and leaks will be contained and will not infiltrate into the ground. In addition, drip pans should be placed under leaking vehicles, and absorbents should be on hand to clean up fluid leaks or spills that might occur.

- 1) Develop a spill response plan to promptly repair any detected leaks. If a leak cannot be repaired, completely drain all fluid(s) from the vehicle before placing it in storage.
- 2) Develop a plan to recover and either recycle or properly dispose of waste automotive fluids and cleaning agents. Waste fluid management should include the following:
 - a) Collection and recycling of waste petroleum-based products including used oil, transmission and brake fluids, and radiator coolants;
 - b) Placement of these fluids in Department of Transportation (DOT) approved waste receptacles;
 - c) Disposal of all waste fluids in accordance with applicable federal, state and local regulations;
 - d) Place absorbents and rags used to clean up spills in DOT approved receptacles, store them so as to prevent fire hazards, and dispose of them regularly in accordance with applicable federal, state and local regulations.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions on TCHD's comments.

Sincerely,



Kathy Boyer, REHS
Environmental Health Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

February 28, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Libbie Adams

Re: Tile Roofing Conditional Use Permit, Case # RCU2017-00004

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the documentation for the conditional use permit renewal for **Tile Roofing** 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 Barry

From: [Becky Barry](#)
To: [Libbie Adams](#)
Subject: Tiley Roofing
Date: Friday, February 10, 2017 8:54:54 AM

Hi,

This is a clean, neighbor friendly business. They maintain a clean property and are diligent in keeping appearances very nicely.

We have no issue with the renewal of this Conditional Use Permit.

Thank you,
Becky and George Barry

February 27, 2017

To: Libbie Adams, Case Manager

Re: Tiley Roofing Use Permit

Back when Tiley Roofing first got their use permit they were only doing flat roofing with rubber liners and 4 x 4 foam panels, which was somewhat quiet. Now it's like living in a construction site or a scrap yard. There is noise from the dump trucks, forklifts and other vehicles back up beepers, dropping scrap metal and picking up and dumping with forklifts. Tiley Roofing had to have a turn lane off Federal Blvd. to access their property. Now that Adam's County put islands in on Federal Blvd. we get trucks, busses, semi's, dump trucks, tractors driving into our neighborhood and into our driveways so they can turn around and go back south.

This company has outgrown 5383 Federal Blvd. They have material pushed up against the fence at the back of my property and is pushing it over. I had to prop it up so it doesn't fall. The constant beeping and the noise of the trucks idling and moving around to get in the right spot for loading and unloading and then you get air brakes; this is my life every day. I don't think you would want this in your neighborhood. Back 32 years ago this was a nice quiet neighborhood it was not industrial or light industrial. I bought 5380 Grove St. 17 years ago, it was quiet then and I got 5350 Grove St. 3 years ago. These are rental properties of mine and it is getting harder to rent because of the constant noise coming from the vehicles at Tiley Roofing and the increased traffic of large vehicles coming through the neighborhood and turning around. These potential renters walk away and it is all due to the increase noise and traffic from Tiley Roofing, which needs to relocate there business to a non residential area.

Tiley Roofing has no benefit to this residential neighborhood. A business that has to have forklifts, cranes and tractors to move its materials is not considered light industrial it is industrial. They need to find that industrial site where they don't have to apply for a use permit. I would like to go in my yard and enjoy it without, beepers, dust, grinders, tractors, forklifts, cranes and dump trucks. I am requesting Tiley Roofing move and stop devaluing my properties. Thank you for your time with this matter.

Sincerely,

Glenn Holloway

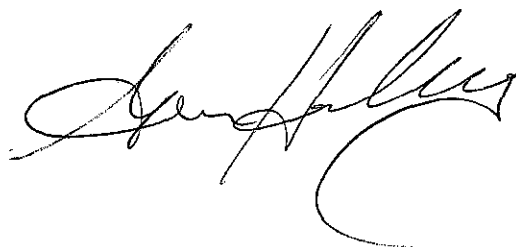


Exhibit 5.3 King

From: [maggie king](#)
To: [Libbie Adams](#)
Subject: Case Number RCU2017-00004
Date: Friday, October 06, 2017 2:19:38 PM

Hi Libbie,

Received a notice regarding the above case and I'm wondering what else they are doing at those addresses, specifically at 5383 Federal? Since they back up to our neighborhood many of us are interested. I know that they have an office building and storage lot at 5399 Federal and it is a fairly respectable looking building however they create a lot of congestion at the light there at 54th and Federal from time to time. Would appreciate any information you could share. Thanking you in advance, Maggie King

Oh, also, do you happen to know if Chris LaRue is still managing the case at 3075 West 53rd Avenue (sorry don't have case number). Thanks again.

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: Tile Roofing Conditional Use Permit
Project Number: RCU2017-00004

February 6, 2017

Adams County Community and Economic Development Department is requesting comments on the following request:

Requesting a Conditional Use Permit to allow a light industrial use -roofing company- in the Commercial-5 zone district.

This request is located at 5399 and 5383 Federal Blvd

The Assessor's Parcel Numbers are 0182517208021 and 0182517208020

Legal Descriptions:

SUB: BERKELEY GARDENS NUMBER TWO DESC: PLOT 35 EXC W 75 FT AND EXC E 15 FT
SUB: BERKELEY GARDENS NUMBER TWO DESC: PLOT 36 EXC E 15 FT

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 **Thursday, March 2, 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.

Thank you for your review of this case.

Libbie Adams
Case Manager



Revised Request for Comments/ Public Hearing Notification

Case Name:	Tiley Roofing
Case Number:	RCU2017-00004
Planning Commission Hearing Date:	10/26/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date:	11/14/2017 at 9:30 a.m.

October 2, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

Requesting a Conditional Use Permit to allow a light industrial use (roofing company) in the Commercial-5 zone district.

This request is located at **5399 and 5383 Federal Boulevard**

The Assessor's Parcel Numbers are **0182517208021 and 0182517208020**

Legal Descriptions:

SUB: BERKELEY GARDENS NUMBER TWO DESC: PLOT 35 EXC W 75 FT and EXC 15 FT

SUB: BERKELEY GARDENS NUMBER TWO DESC: PLOT 36 EXC E 15 FT

Applicant Information: **TILEY ROOFING (MICHELLE COTE)**
5399 Federal Boulevard
Denver, CO

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Libbie Adams, AICP
Case Manager

To: Sheree Sandell
Dept: Westminster Window / Northglenn Thornton Sentinel
From: Shayla Christenson
Date: October 2, 2017

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by, MICHELLE COTE, Case #RCU2017-00004, requesting: Conditional Use Permit to allow a light industrial use (roofing company) in the Commercial-5 zone district:

LEGAL DESCRIPTION:

SUB: BERKELEY GARDENS NUMBER TWO PLOT 35 EXC W 75 FT AND EXC E 15 FT
SUB: BERKELEY GARDENS NUMBER 2 DESC: PLOT 36 EXC E 15 FT

(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: 5399 and 5383 Federal Boulevard
PIN: 0182517208021 and 0182517208020

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 10/26/2017, 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 11/14/2017, 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 [October 12, 2017](#) ISSUE OF THE Westminster Window / Northglenn Thornton Sentinel

Please reply to this message by email to confirm receipt or call 720-523-6800



Referral Listing
Case Number RCU2017-00004
Tiley Roofing Inc

Agency	Contact Information
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County Fire Protection District	Marshall Fire 8055 N. WASHINGTON ST. DENVER CO 80229 (303) 289-4683 gpreston@acfpd.org
BERKELEY NEIGHBORHOOD ASSOC.	GLORIA RUDDEN 4420 W 52ND PL. DENVER CO 80212 (303) 433-7653 (303) 477-9669 seminoegrandma@gmail.com
BERKELEY WATER & SAN DISTRICT	SHARON WHITEHAIR 4455 W 58TH AVE UNIT A ARVADA CO 80002 (303) 477-1914 berkeleywater@gmail.com
CDPHE - AIR QUALITY	JAMES A. DILEO 4300 CHERRY CREEK DRIVE SOUTH DENVER CO 80246-1530 303-692-3127 jim.dileo@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
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-508-3724 720-245-0029 brandyn.wiedrich@centurylink.com
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org

Agency

Contact Information

COLORADO DEPT OF TRANSPORTATION

Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222
303-757-9891
steven.loeffler@state.co.us

COMCAST

JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260
303-603-5039
thomas_lowe@cable.comcast.com

Engineering Department - ROW

Transportation Department
PWE - ROW
303.453.8787

Engineering Division

Transportation Department
PWE
6875

ENVIRONMENTAL ANALYST

Jen Rutter
PLN
6841

Hyland Hills Park & Recreation District

Terry Barnhart
8801 Pecos St
Denver CO 80260
303-650-7507 303-650-7507
tbarnhart@hylandhills.org

METRO WASTEWATER RECLAMATION

CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229
303-286-3338
CSIMMONDS@MWRD.DST.CO.US

NS - Code Compliance

Andy San Nicolas
asannicolas@adcogov.org
720.523.6831
asannicolas@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

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 DEPARTMENT

Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111
720-200-1571
landuse@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org
.

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

City and County of Denver

developmentservices@denvergov.org

Regis University

president@regis.edu

ehollis@regis.edu

**Exhibit 6.5 Property
Owner Labels**

ALKASS SANA
PO BOX 12676
DENVER CO 80212

BUCKINGHAM MARK M AND
BUCKINGHAM TRACI J
6359 S VAN GORDON ST
LITTLETON CO 80127

ARREDONDO ABEL
5510 GROVE STREET
DENVER CO 80221

BUENO DANIEL AND BUENO KUMEI
11476 FOWLER DRIVE
NORTHGLENN CO 80233

ARRIETA ESTHER E
2891 COLUMBINE RD
DENVER CO 80221-1281

BUSCARELLO DANIEL
2871 COLUMBINE RD
DENVER CO 80221-1281

BARRY BECKY A AND
BARRY GEORGE E
3165 W 55TH AVE
DENVER CO 80221-6519

CAMPOS AGUSTIN JR
729 S CANOSA CT
DENVER CO 80219-3548

BELEGRATIS TASOS
3145 W 53RD AVE
DENVER CO 80221-6565

CARLSON TRACY L
5331 PRIMROSE LN
DENVER CO 80221-1252

BIGGERSTAFF RONALD G AND
BIGGERSTAFF KATHRYN M
9740 W 82ND PL
ARVADA CO 80005-2122

CASE DIANE AND
FRANKMORE BILL
7059 RUSSELL CT
ARVADA CO 80007-7680

BILES MARY
16016 BRUNO ST
FORT LUPTON CO 80621-7702

CHALMERS BETTY M AND
CHALMERS JOHN M
3085 W 53RD AVE
DENVER CO 80221-6563

BILLS ROBERT S
5342 IRVING ST
DENVER CO 80221-6553

CHOBOT JOANNA K
2610 S ZURICH CT
DENVER CO 80219-5656

BROWN SARAH G
3095 W 55TH AVE
DENVER CO 80221-6517

CRAFT ASHLEY RENEE AND
GRAYSON NORGAARD FRANCIS
3241 W 54TH AVE
DENVER CO 80221-6591

BTS FEDERAL AA LLC
8480 E ORCHARD RD STE 4350
GREENWOOD VILLAGE CO 80111-5042

DAY AELANA
3110 W 55TH AVE
DENVER CO 80221-6520

DE LEON JESUS AND
DE LEON SANDRA V
3656 FEDERAL BLVD
DENVER CO 80211

FUKUI BRAD
7415 S ALKIRE ST APT 202
LITTLETON CO 80127-3276

DECHANT ZACHEUS R AND
DECHANT DIXIE D
2901 COLUMBINE RD
DENVER CO 80221-1260

GERK GEORGE EUGENE LIVING TRUST
5320 GROVE ST
DENVER CO 80221-6544

DEVER PATRICK M AND
DEVER CAROLYN J
3245 W 54TH AVE
DENVER CO 80221-6591

GERK JEROME M
3075 W 53RD AVE
DENVER CO 80221-6563

ELEY GORDON E AND
ELEY JUDY B
3185 W 53RD AVE
DENVER CO 80221-6565

HERMOSA VETERINARY
CLINIC P C
5495 FEDERAL BLVD
DENVER CO 80221-6539

ELIO JAMES M
3140 W 53RD AVE
DENVER CO 80221-6564

HERNANDEZ VINCE A
5470 GROVE ST
DENVER CO 80221-6546

ESCOBAR LAILA G
3246 W 54TH AVE
DENVER CO 80221-6504

HOFFIUS GREGORY S
2934 W 54TH AVE
DENVER CO 80221-1608

FAIRBAIRN LUKE AND
CANIZARES PAULINA RODRIGUEZ
5445 ELM CT
WESTMINSTER CO 80221

HOLLOWAY GLENN
5370 GROVE ST
DENVER CO 80221-6544

FED53 LLC
3535 LARIMER ST
DENVER CO 80205-2421

HOLLOWAY GLENN
5350 GROVE ST
DENVER CO 80221

FELDSTEIN ENTERPRISES LP
PO BOX 2079
FOLSOM CA 95763-2079

HOLLOWAY GLENN R
5370 GROVE ST
DENVER CO 80221-6544

FEY JERI C AND
FEY MARTIN C
3070 W 53RD AVE
DENVER CO 80221-6562

HURTADO LEE ROY
3075 W 55TH AVE
DENVER CO 80221-6517

J AND J FINANCIAL LLC
11839 E FAIR AVE
GREENWOOD VILLAGE CO 80111-5716

MAGANA CLYDA AND MAGANA REBECCA
3060 W 54TH AVE
DENVER CO 80221

JOHANNES JEFFREY
5395 GROVE ST
DENVER CO 80221-6543

MANJAEKANG INC
5450 FEDERAL BLVD
DENVER CO 80221-6540

JOHNSON DANIEL STEVEN AND
YANG BOWEN
5411 ELM CT
DENVER CO 80221-1629

MC LEOD KATHERINE ANN AKA KATHERINE A
1054 MCINTOSH AVE
BROOMFIELD CO 80020-2434

JOHNSON MARLENE P AND
PYOTT JODY L
5406 GROVE ST
DENVER CO 80221-6546

MILLER LORI
2882 S EMERSON ST
ENGLEWOOD CO 80113-1738

KELLOW LEILA H
C/O KRISTIN CANALE
8100 RALSTON RD SUITE 130
ARVADA CO 80002

MOYLAN THOMAS M AND
MOAYEDI MANUELA
3246 W 53RD AVE
DENVER CO 80221

KING MAYNARD E AND
MC GAW-KING MARGARET
3082 W 53RD AVE
DENVER CO 80221-6562

NGUYEN THO DINH AND
NGUYEN HOA TRAN
6439 S WALDEN WAY
AURORA CO 80016-1151

LARATTA ALAN AND
LARATTA TRACY
3251 W 53RD AVE
DENVER CO 80221-6596

OLD TOWN PARTNERS LLC
1792 WYNKOOP ST APT 507
DENVER CO 80202-1075

LEDEZMA IRMA
5490 GROVE STREET
DENVER CO 80221

ORR BRANDON
3080 W 54TH AVE
DENVER CO 80221

LOWELL REAL ESTATE LLC
3333 REGIS BLVD A-20
DENVER CO 80221-1099

PALMQUIST JO
6218 W 80TH PL
ARVADA CO 80003-1701

MADRID MARIA
2942 W 55TH AVE
DENVER CO 80221

PASSTIME COLORADO PROPERTIES LLC
3095 KERNER BLVD STE O
SAN RAFAEL CA 94901-5420

PATTON JACQUELINE DIANE
5330 GROVE STREET
DENVER CO 80221

ROZALES VICTORIA REBECCA AND
SCARPELLA DEBRA ANN
3076 W 54TH AVE
DENVER CO 80221

PLUE ERNEST E AND
PLUE MARTHA M
5381 PRIMROSE LN
DENVER CO 80221-1252

ROZALES VICTORIA REBECCA AND
SCARPELLA DEBRA ANN
3076 W 54TH AVE
DENVER CO 80221-6502

PLUE MARTHA AND
PLUE ERNEST
5361 PRIMROSE LN
DENVER CO 80221-1252

SCARPELLA DEBRA AND
ROZALES VICTORIA
3076 W 54TH AVE
DENVER CO 80221-6502

PLUMLEY BYRON L JR AND
WHITESIDE SHIRLEY S
2922 W 55TH AVE
DENVER CO 80221-1620

SHUNK CARL A AND
SHUNK JUNG
5477 GROVE ST
DENVER CO 80216

POPE RUSSELL J
3240 W 54TH AVE
DENVER CO 80221-6504

SILVA LUZ M DIMATE
5421 ELM CT
DENVER CO 80221-1629

POTT MICHAEL AND
POTT LYNNE AS TRUSTEES
11580 W CENTER
LAKEWOOD CO 80226-2515

SMITH MARVIN SR
2940 W 54TH AVE
DENVER CO 80221-1608

QUINTANA KATHLEEN
5437 ELM CT
DENVER CO 80221-1629

SONG INVESTMENT PROPERTIES LLC
7030 HIGHWAY 2
COMMERCE CITY CO 80022-2044

RICHARDSON MARGARET E
3031 W 53RD AVE
DENVER CO 80221-6563

STANTON LEE E
5341 PRIMROSE LANE
DENVER CO 80221

ROBERTSON NATHA J AND
CASE JASON J
3120 W 53RD AVE
DENVER CO 80221-6564

STAY JOHN AND STAY JOLENE AND
BATE DAMIAN S
3234 W 55TH AVE
DENVER CO 80221

RODRIGUEZ JUAN JESUS
5416 ELM CT
DENVER CO 80221-1629

STONEBRAKER CORPORATION
26986 CR 18
KEENESBURG CO 80643

SWANBERG LOREN L
3050 W 54TH AVE
DENVER CO 80221-6502

VIGIL CATHERINE J
5408 ELM CT
DENVER CO 80221-1629

SWANSON LEE W AND
SWANSON BARBARA K
3072 W 53RD AVE
DENVER CO 80221-6562

WARHOLA PAUL C AND
WARHOLA LORENE DURAN
3161 W 54TH AVE
DENVER CO 80221-6503

TAPIA RUBEN AND
TAPIA ROCHELLE MONIQUE
5424 ELM CT
DENVER CO 80221-1629

WILKEY ROXANNE AND
MITCHELL JOSHUA
5355 GROVE ST
DENVER CO 80221

TARANGO BARBARA L AND
TARANGO RAMON
3033 W 53RD AVE
DENVER CO 80221

ZIEGLER FRITZ R AND
ZIEGLER PENELOPE M
3060 W 55TH PL
DENVER CO 80221-6526

TILEY INVESTMENTS LLC
5399 FEDERAL BLVD
DENVER CO 80221-6537

ZIEGLER FRITZ R AND
ZIEGLER PENELOPE
3060 W 55TH PL
DENVER CO 80221-6526

TUTAK JOSEPH
5441 GROVE ST
DENVER CO 80221-6545

VALDEZ MICHAEL V
5345 GROVE ST
DENVER CO 80221

VALDEZ MICHAEL V AND VALDEZ BARBARA
5345 GROVE ST
DENVER CO 80221-6543

VANROEKEL BONNIE G
3255 W 53RD AVE
DENVER CO 80221-6596

VARGAS DANIEL ENRIQUE ORDONEZ
5432 ELM CT
DENVER CO 80221-1629

CERTIFICATE OF POSTING



I, Libbie Adams do hereby certify that I had the property posted at

5399 Federal Boulevard

on October 12, 2017

in accordance with the requirements of the Adams County Zoning Regulations

Libbie Adams

Tiley Roofing

RCU2017-00004

November 14, 2017

Board of County Commission

Community and Economic Development

Case Manager: Libbie Adams



Request

- Conditional use permit to allow an industrial use (roofing company) in the C-5 zone district

Background

- Conditional Use Permits Approved
 - January 2006
 - September 2010
- October 2016: CEDD mailed CUP expiration letter

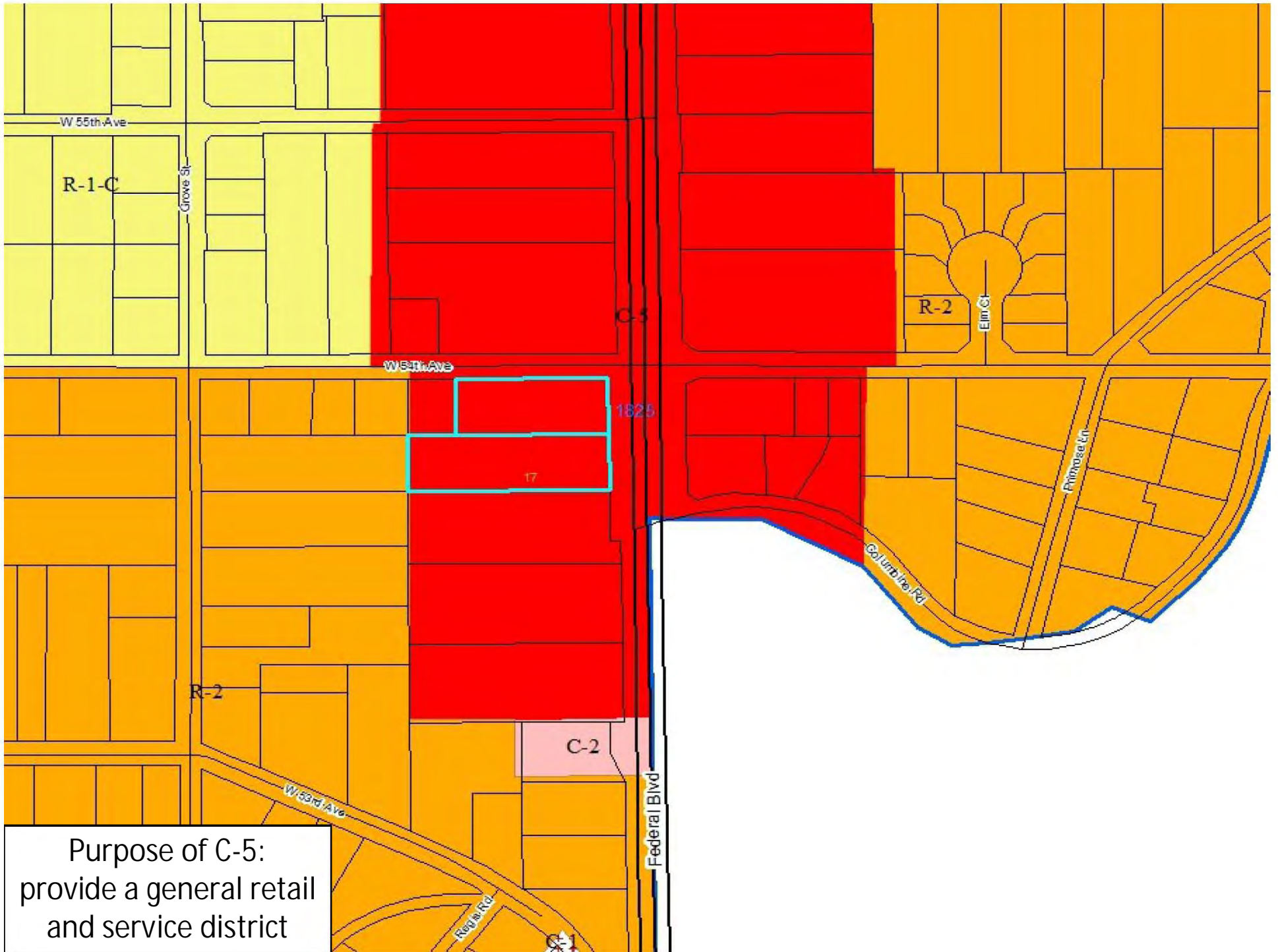


W 54th Ave

Federal Blvd

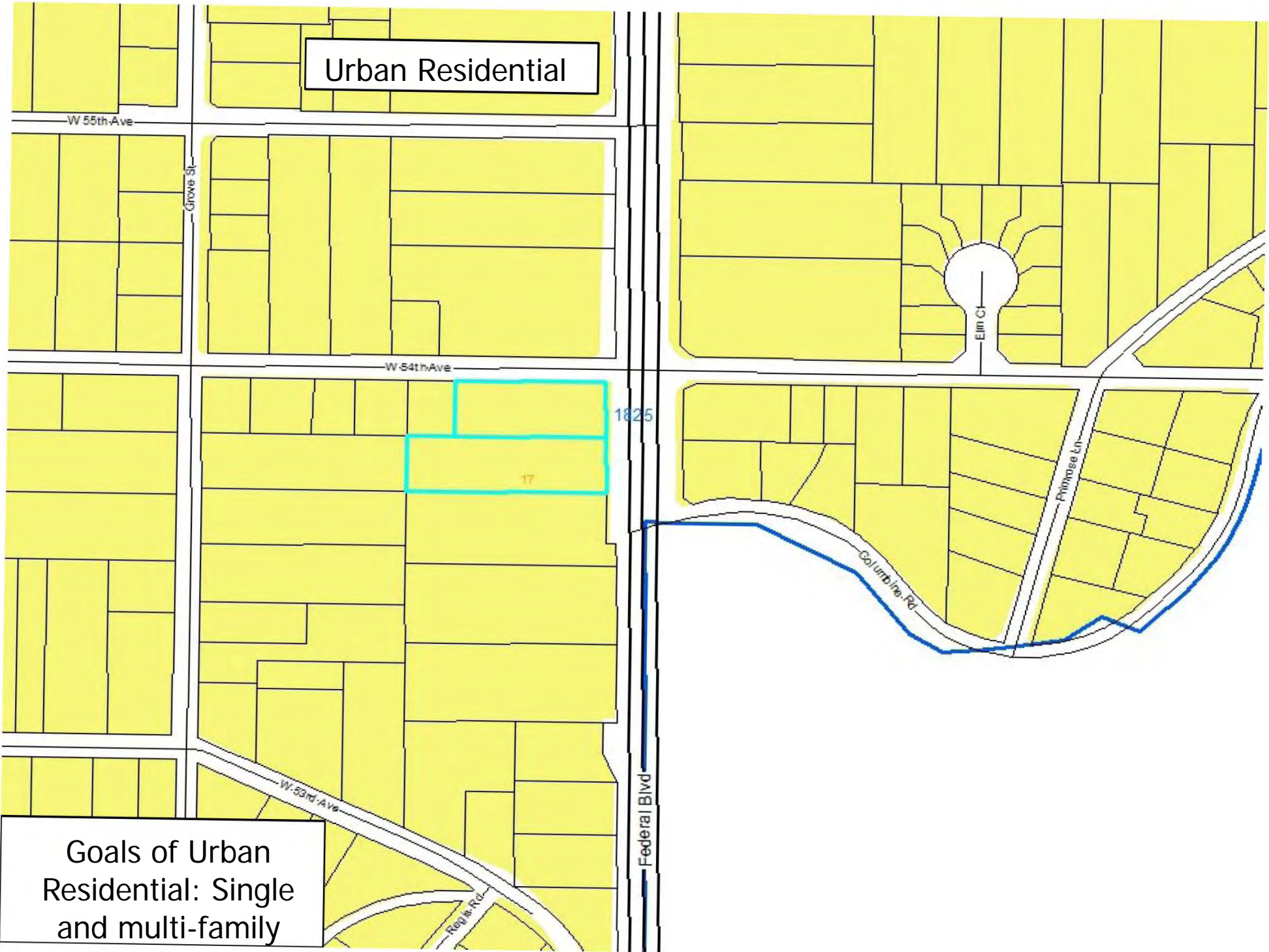
Aria

Regis University: 0.4 miles south
RTD Station: 0.7 miles north



Purpose of C-5:
provide a general retail
and service district

Urban Residential



Goals of Urban Residential: Single and multi-family

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

- Outdoor storage up to 25% of building area



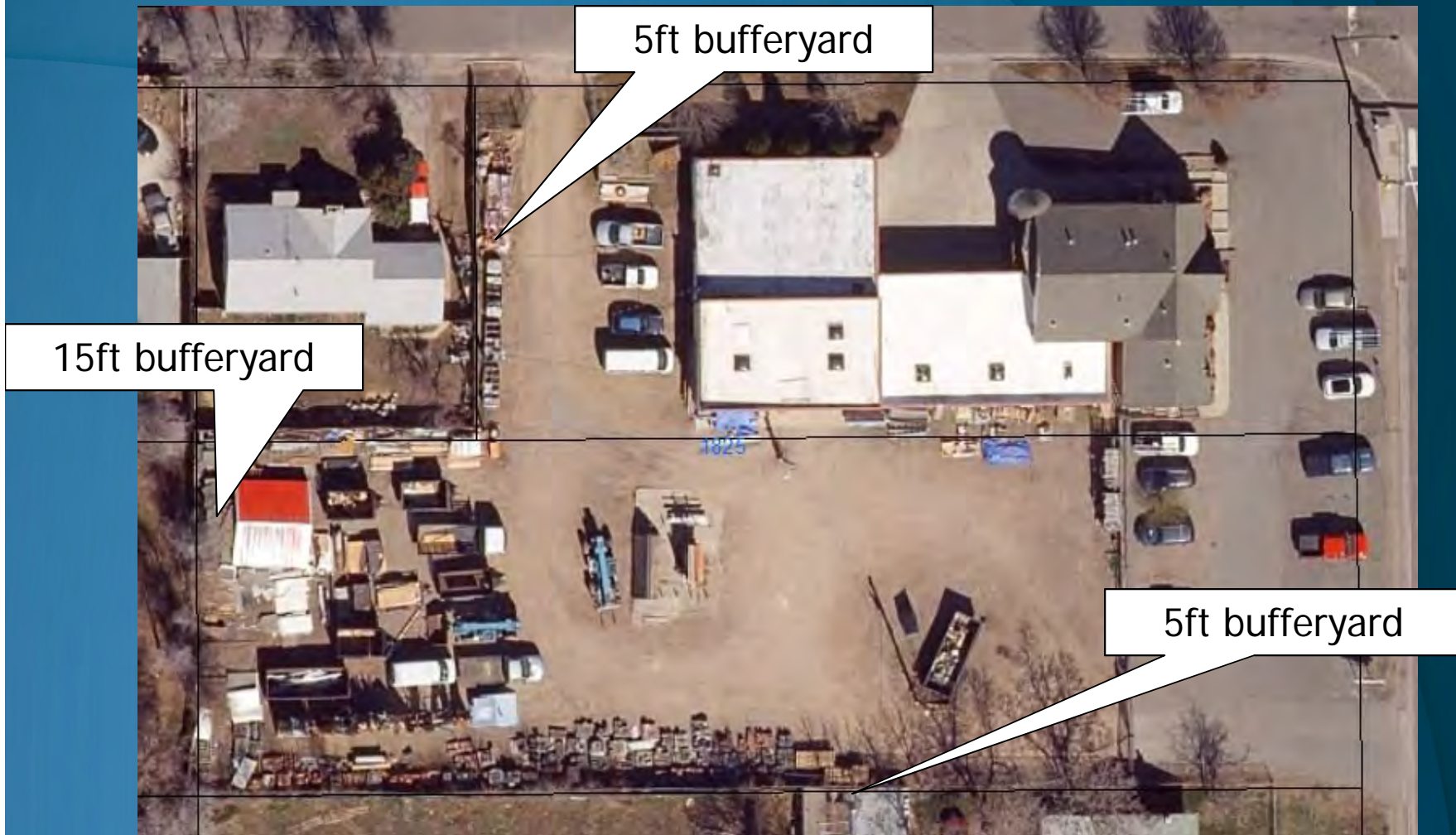
Development Standards

- Privacy fencing shall screen outdoor storage



Development Standards

- Required landscaping buffers



Future of Federal Boulevard



- Auto oriented streetscape
- Building setback from street
- Parking dominant



- Pedestrian Oriented Streetscape
- Buildings closer to the street
- Uses compatible with residential

Referral Comments

- Regis University and Tri County Health:
 - Concerns of pedestrian environment
- Development Services Engineering:
 - Remove access at corner of Federal and W 54th Ave
- Property Owners within 700 feet of subject site

Notifications Sent	Comments Received
95	3

- One commented Tiley Roofing is a clean businesses
- Two had concerns with truck traffic and noise

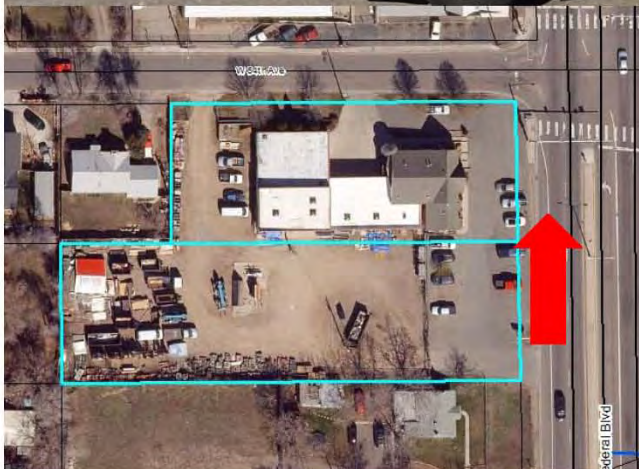
PC Recommendation

- PC heard case on 10/26/2017
 - Recommended unanimous approval
 - Discussed conditions of approval
 - Amended conditions of approval
 - Removed landscaping requirement

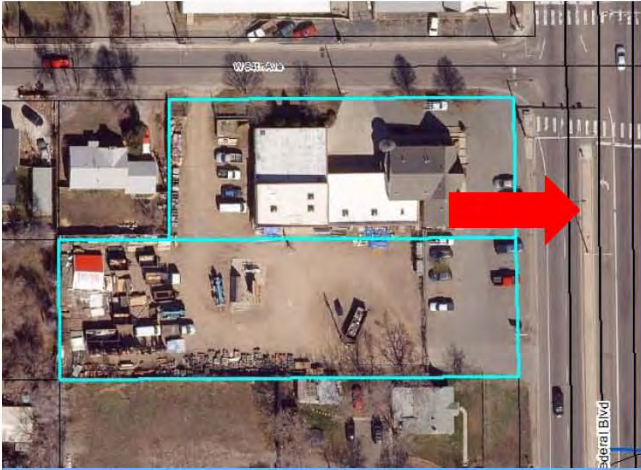
Looking west onto subject site



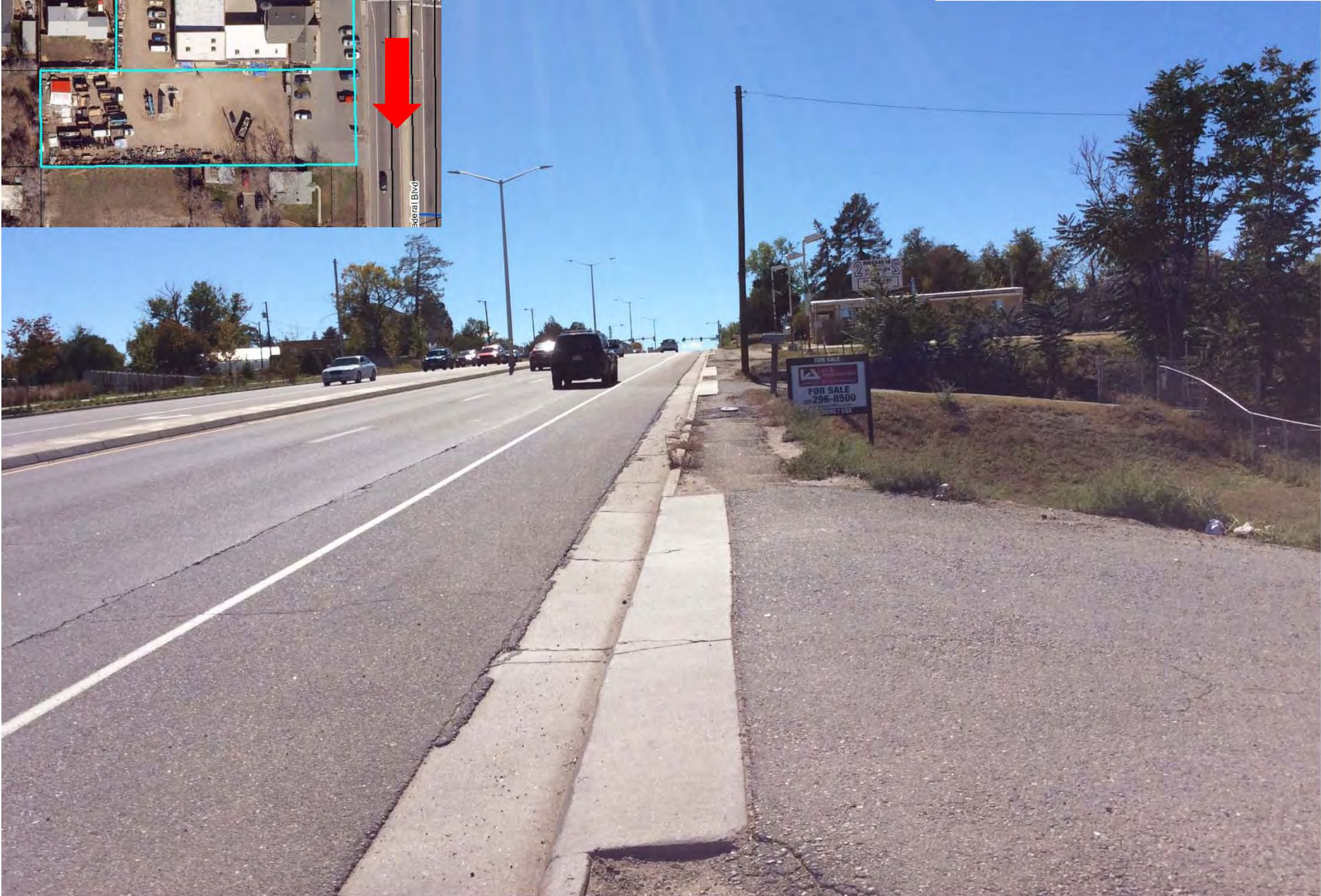
Looking north along
Federal Blvd



Looking East from
subject site



Looking south along
Federal Blvd



Looking south into site
from W 54th Ave



Looking south into site
from W 54th Ave



Looking west along W
54th Ave



Looking east along W
54th Ave



Staff Recommendation

- Staff determination is the request is not consistent with:
 - Adams County regulations,
 - Surrounding area,
 - Comprehensive Plan,
- However, staff recommends **Approval** based on 8 Findings-of-Fact and 6 conditions.

Recommended Conditions

1. The conditional use permit shall expire on November 14, 2018
2. The applicant shall be required to obtain access permits for all curb cuts (accesses) with the County right-of-way. The applicant is also required to obtain an access permit from the Colorado Department of Transportation, and provide a copy to Adams County, for the curb cut (access) on Federal Boulevard.
3. The curb cut on W 54th Ave at the corner of W 54th Ave and Federal Blvd shall be removed no later than 30 days from approval of this conditional use permit, as location of the curb cut is hazardous to traveling public

Recommended Conditions

4. A solid screen fence shall be provided to screen the outdoor storage from the public right-of-way.
5. Outdoor storage on the site shall be limited to a maximum area of 25% of the building area located at 5399 Federal Boulevard.
6. Deliveries, loading, and unloading shall be restricted to the hours of 7:00 a.m. to 10:00 p.m.

BOCC Alternate Findings

- Denial based on 8 findings-of-fact and one condition
1. Applicant shall vacate property by January 14, 2017, two months following denial from the Board of County Commissioners.

Future of Federal Boulevard

- High propensity for significant urbanization
 - Federal – Clear Creek RTD Station
 - Regis University
 - Aria development

Regis

N →



Aria

RTD



COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT

CASE NO.: PLT2017-00002

CASE NAME: BLACKSTONE RANCH, FILING 3

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- 4.6 Referral Comments (TCHD)
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- 6.2 Referral Agency Labels
- 6.3 Property Owner Labels
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- 6.5 Newspaper Publication
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**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
STAFF REPORT**

Board of County Commissioners

November 14, 2017

CASE No.: PLT2017-00002	CASE NAME: Blackstone Ranch, Filing 3
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Owner's Name:	PaulsCorp, LLC
Applicant's Name:	PaulsCorp, LLC
Applicant's Address:	100 Saint Paul St., Ste. 300, Denver, CO 80206
Location of Requests:	Southwest of the intersection of Strasburg Road & E. 26 th Avenue.
Parcel #:	0181333100008
Nature of Requests:	Major Subdivision Preliminary Plat for 163 lots
Zone District:	Residential-1-C (R-1-C)
Site Size:	53.8 acres
Proposed Uses:	Single-Family Residential
Existing Use:	Vacant
Hearing Date(s):	PC: October 26, 2017 / 6:00 p.m. BoCC: November 14, 2017 / 11:30 a.m.
Report Date:	October 27, 2017
Case Manager:	Greg Barnes
PC Recommendation:	APPROVAL of the Preliminary Plat with 9 Findings-of-Fact, 6 Conditions, and 1 Note
Staff Recommendation:	APPROVAL of the Preliminary Plat with 9 Findings-of-Fact and 6 Conditions

SUMMARY OF PREVIOUS APPLICATIONS

On March 21, 2005, the Board of County Commissioners approved to rezone the property from Agricultural-3 (A-3) to Residential-1-C (R-1-C) on 108 acres.

On May 22, 2006, the Board of County Commissioners approved a final plat (Filing 1 of Blackstone Ranch) to create 43 lots on 30.34 acres of the 108 acre property. The approved Filing # 1 is fully developed.

On April 19, 2016, the Board of County Commissioners approved a final plat (Filing # 2A of Blackstone Ranch) to create 43 lots on 7.70 acres of the 108 acre property.

On June 7, 2016, the Board of County Commissioners approved a final plat (Filing # 2B of Blackstone Ranch) to create 33 lots on 10.79 acres of the 108 acre property.

SUMMARY OF APPLICATION

Background:

Pauls Development East, LLC is requesting a major subdivision preliminary plat for the third filing of the Blackstone Ranch subdivision. The proposed final plat consists of 163 single-family residential lots, twelve non-residential tracts, and associated public streets.

Site Characteristics:

The subject site is located approximately 1,500 feet southwest of the intersection of East 26th Avenue and Strasburg Road. Currently, the property is vacant, and directly adjacent to filings 1, 2-A, and 2-B of the previously approved final plats of the Blackstone Ranch. The subject site has access to East 26th Avenue to the north. Wagner Street borders the property to the east. The proposed subdivision will extend the street pattern of the adjoining filings of the Blackstone Ranch subdivision. There are nine new proposed streets in the filing (i.e. East 22nd Place, East 23rd Avenue, East 23rd Place, East 24th Avenue, East 24th Place, East 25th Place, Aspen Street, Wagner Street, and West Road).

Development Standards and Regulations Requirements:

Per Section 5-03-03 of the County's Development Standards and Regulations, subdivision plats and lot dimensions are required to conform to requirements of the zone district in which the property is located. In addition, all lots created by a subdivision shall have access to a County maintained right-of-way. The property is located in the Residential-1-C zone district. The minimum lot size allowed in the R-1-C zone district is 7,000 square feet for internal lots and 7,500 for corner lots. All proposed lots in the subject plat will conform to these requirements. In addition, all the proposed lots will have access to a public right-of-way. The proposed lots also conform to the R-1-C zone district's minimum required lot width of 65 feet for internal lots, and 70 feet for corner lots.

Provisions for adequate water and sewer service are required for approval of a preliminary plat. The applicant obtained a letter from the Eastern Adams County Metropolitan District stating that adequate water supply and sanitary sewer services are available to support the proposed

development. Per Section 5-04 of the County’s Development Standards and Regulations, public improvements are required to be constructed with the development of a subdivision. All required public improvements such as streets and drainage systems will be reviewed and constructed with the review and approval of a final plat.

Future Land Use Designation:

The subject property is designated as Urban Residential in the County’s future land use map. Per Chapter 5 of the Adams County Comprehensive Plan, the goals of the Urban Residential future land use is to provide areas for a variety of housing types and allowing single- and multi-family housing at higher urban densities in locations that are readily accessible to urban services and transportation. Overall, the subject request is approximately three dwelling units per acre. The development will be connected to surrounding road network system, with access to major streets. The request is consistent with the goals of the Comprehensive Plan to provide higher density housing near urban services and transportation. Additionally, areas surrounding the subject site are also designated as Urban Residential future land use in the Comprehensive Plan.

The subject property is also located in the County’s Strasburg Plan. This plan was adopted to steer development activities within Strasburg. The plan shows projected growth of Strasburg to be between 10,000-12,000 residents and recommends maintaining a small town agricultural character of the community. Per the Plan, Adams County portions of Strasburg should limit residential estate development to a density of less than one dwelling unit per acre. The proposed density for the subject request is greater than one dwelling unit per acre and consistent with the plan. In addition, the proposed preliminary plat conforms to both the Comprehensive Plan and the Strasburg Plan. Both of these plans designate the subject site for residential uses.

Surrounding Zoning Designations and Existing Use Activity:

Northwest A-3 Vacant	North A-2 Vacant	Northeast A-2 Vacant
West A-3 Vacant	Subject Property R-1-C Single-Family Residential	East R-1-C Single-Family Residential
Southwest A-3 Vacant	South A-1 & PUD(P) Place of Worship & Park	Southeast A-2 School

Compatibility with the Surrounding Land Uses:

The properties to the east of the proposed subdivision are developed as single-family residential and are part of the Blackstone Ranch Subdivision. Strasburg Elementary School, Hemphill Middle School, and Strasburg High School are all located within 1,500 feet of the site. Additionally, a neighborhood park, maintained by the Strasburg Parks and Recreation District, is

located to the south of the site. The properties to the north and west consist of large tracts of vacant lands.

PLANNING COMMISSION UPDATE

The Planning Commission (PC) considered this case on October 26, 2017, and recommended unanimous (7-0) approval to the Board of County Commissioners. The applicant and his team, Mr. Brad Pauls, Mr. Todd Messenger, and Mr. Eric Gunderson, were present at the meeting and had no concerns with the staff report or presentation. The Planning Commission, specifically Commissioner Zachary Wallace, Greg Thompson and Sharon Richardson, expressed concerns with the length of the main roadway in the subdivision and recommended the applicant to work with the County staff to identify allowed traffic calming devices to mitigate potential over speeding in the subdivision. The applicant, Mr. Pauls, agreed that such measures can be included during the engineering construction plan review for the final plat. Commissioner Farid Jalil inquired about staff responses to comments received from the public during the referral reviews. Staff informed the PC that all referral comments were responded in a timely manner, which is also a custom of the Department to contact residents who responds to the referral reviews. There was no one from the public to speak for or against the request.

Staff Recommendations:

Based upon the application, the criteria for approval of a preliminary plat, and a recent site visit, staff recommends approval of this request with 9 findings-of-fact and 6 conditions.

RECOMMENDED FINDINGS-OF-FACT

1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is consistent with the purposes of these standards and regulations.
3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
4. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
5. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
6. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.

8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
9. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
 - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
 - e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

RECOMMENDED CONDITIONS OF APPROVAL:

1. The applicant shall submit to the Adams County Community and Economic Development Department a final drainage analysis and report for review and approval with any application for a final plat.
2. The applicant shall submit to Adams County Community and Economic Development Department a final traffic impact study for review and approval with any application for a final plat.
3. A Subdivision Improvement Agreement and collateral shall be submitted with the final plat application.
4. Public Land Dedication (PLD) fees shall be submitted with any application for a final plat.
5. Prior to or with the final plat, the applicant shall address all the comments and concerns from the Adams County Right-of-Way Division regarding final plat document requirements.
6. All utilities shall be located underground pursuant to the Adams County Development Standards and Regulations.

PUBLIC COMMENTS

Number of Property Owners Notified (750 Feet)	Number of Public Comments Received by Staff
73	5

All property owners within 1,000 feet of this property were notified of the application for preliminary plat. Staff received two objections to this request, citing over speeding of vehicular traffic and public safety. In addition, staff also received three other letters from nearby property owners expressing concerns about unavailability of water, inadequate park and active recreation space, and architectural compatibility throughout the Blackstone Ranch filings.

The applicant provided a will-serve letter from the Eastern Adams County Metropolitan District expressing the ability to provide water and sewer services for the development. Adams County staff also provided this documentation to the Colorado Division of Water Resources for review, and received no objections. The applicant also provided a privately owned park in the first filing of the subdivision. This park serves residents of filings # 1 and 2A, and met the Public Land Dedication requirements outlined in Section 5-05-05 of the County's Development Standards. Per the section of the Development Standards, dedication of a private owned land for a park to serve residents of a subdivision may be credited toward the neighborhood park portion of the land dedication requirements.

The proposed subdivision shall be required to dedicate land or pay cash-in-lieu of land dedication for a park with submittal of a final plat. The Strasburg Parks and Recreation District reviewed the request and expressed a preference to obtain cash-in-lieu of land dedication..Section 4-07-01-02-01 of the County's Development Standards outlines requirements to ensure proposed developments are compatible to its surrounding areas. The standards for residential development include architectural character, structure orientation, and building materials. These standards will be reviewed during building permit reviews.

COUNTY AGENCY COMMENTS

Adams County staff reviewed the subject request and determined the proposed preliminary plat conforms to the County's Development Standards and Regulation. Evidence of adequate water and sewage facilities have been provided with the application. In addition, the request is compatible with the surrounding area, and consistent with the Strasburg Plan and Adams County Comprehensive Plan.

REFERRAL AGENCY COMMENTS

The Colorado Geologic Survey reviewed the request and identified that the site has collapsible soils. They stated it is imperative that grading, surface drainage, and subsurface drainage are correctly designed, constructed, and maintained to prevent wetting of potentially collapsible soils in the immediate vicinity of the foundational structures.

Strasburg Sanitation and Water District reviewed the request and noted that the Planning Commission should carefully review the ability for Eastern Adams County Metropolitan District's to serve this development with water and sewer services. The Colorado Division of Water Resources also reviewed the subject request and stated a commitment from the Eastern

Adams County Metropolitan District is on file to supply water and sewage services to the development.

Intermountain Rural Electric Association also reviewed the request and requested to be allowed to have utility easements on the property. The applicant's plat has been revised to show these easements.

Responding with Concerns:

Colorado Geological Survey
Intermountain Rural Electric Association (IREA)
Strasburg Parks & Recreation District
Strasburg Water & Sanitation District

Responding without Concerns:

Colorado Division of Water Resources
East Adams Soil Conservation District
Tri-County Health Department
U.S. Postal Service
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Century Link
Colorado Division of Wildlife
Comcast
Strasburg Fire Protection District #8
Strasburg School District 27J



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: Blackstone Ranch, Filing 3 / Case # PLT2017-00002
Date: November 6, 2017

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:

ALTERNATE RECOMMENDED FINDINGS

1. The preliminary plat is inconsistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is inconsistent with the purposes of these standards and regulations.
3. The preliminary plat is not in conformance with the subdivision design standards and any approved sketch plan.
4. The applicant has not provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
5. The applicant has not provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
6. The applicant has not provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
7. The applicant has not provided evidence that adequate drainage improvements comply with these standards and regulations.
8. The overall density of development within the proposed subdivision does not conform to the zone district density allowances.
9. The proposed subdivision 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. The proposed subdivision has not established an adequate level of compatibility by:

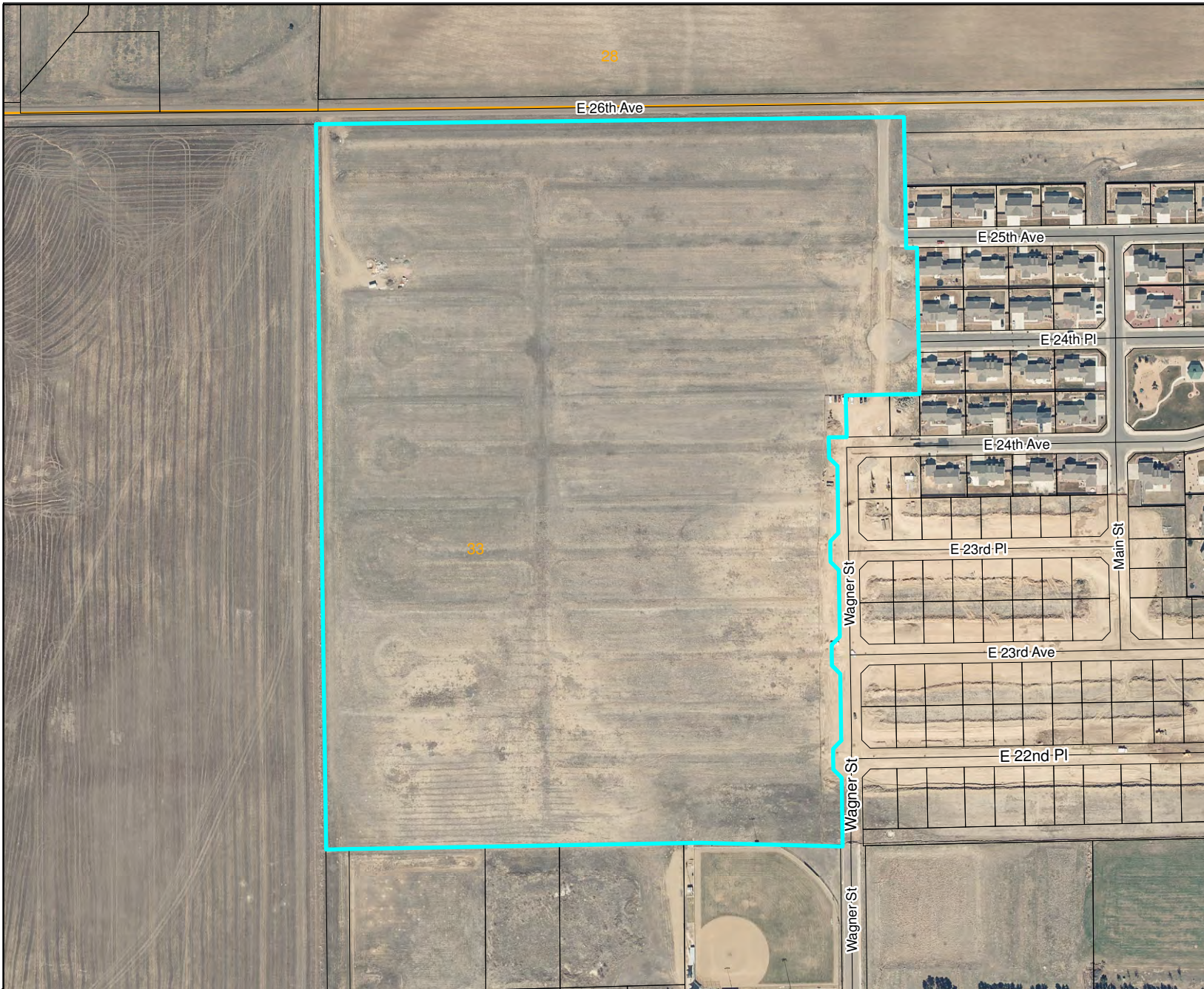


Community & Economic Development Department







4430 South Adams County Parkway,
1st Floor, Suite W2000
Brighton, CO 80601-8205
PHONE 720.523.6800 FAX 720.523.6998

MEMORANDUM

- a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
- b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;
- c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
- d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
- e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.



LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
-  Major Water
-  Zoning Line
-  Sections

Blackstone Ranch, Filing 3

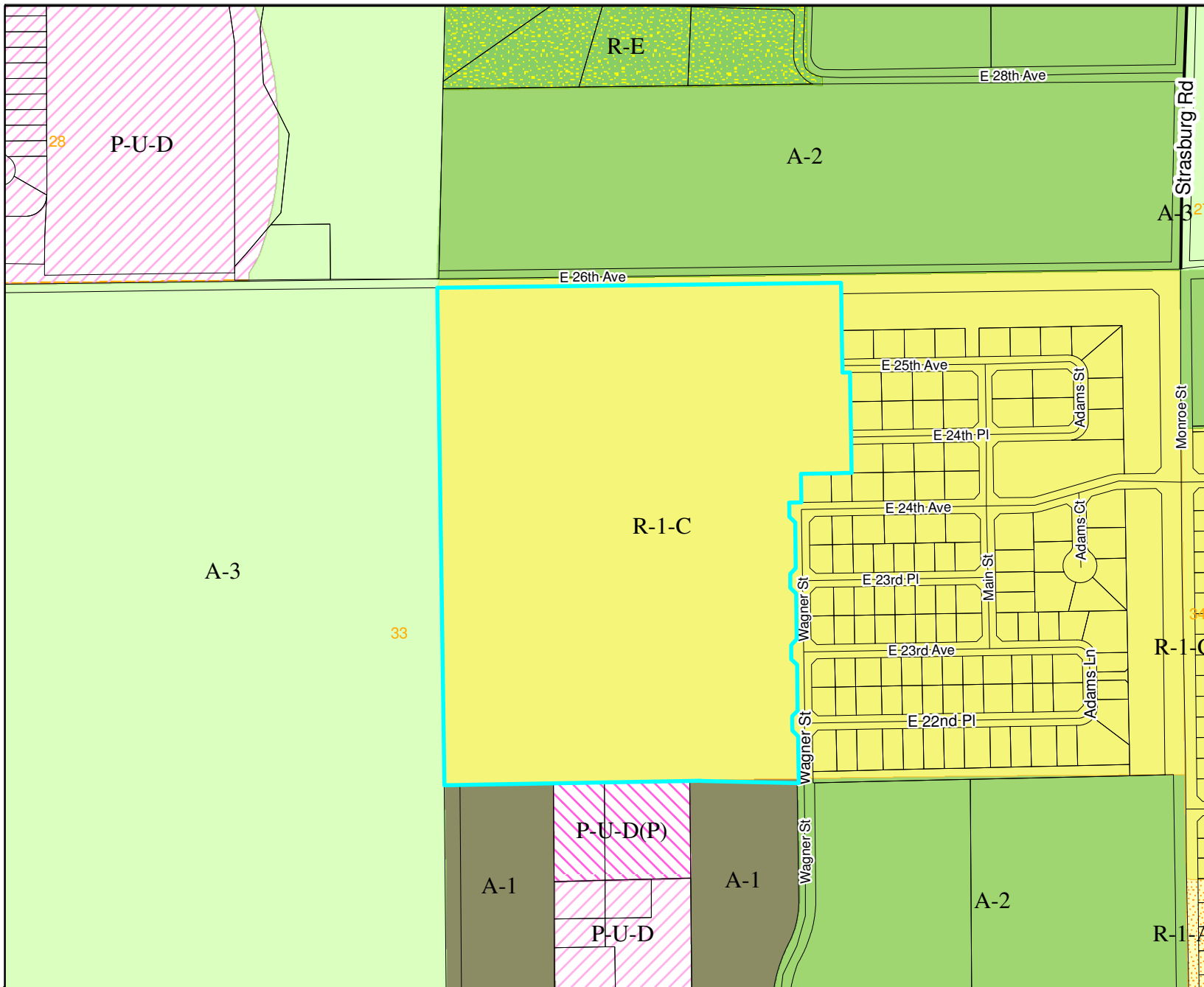
PLT2017-00007



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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

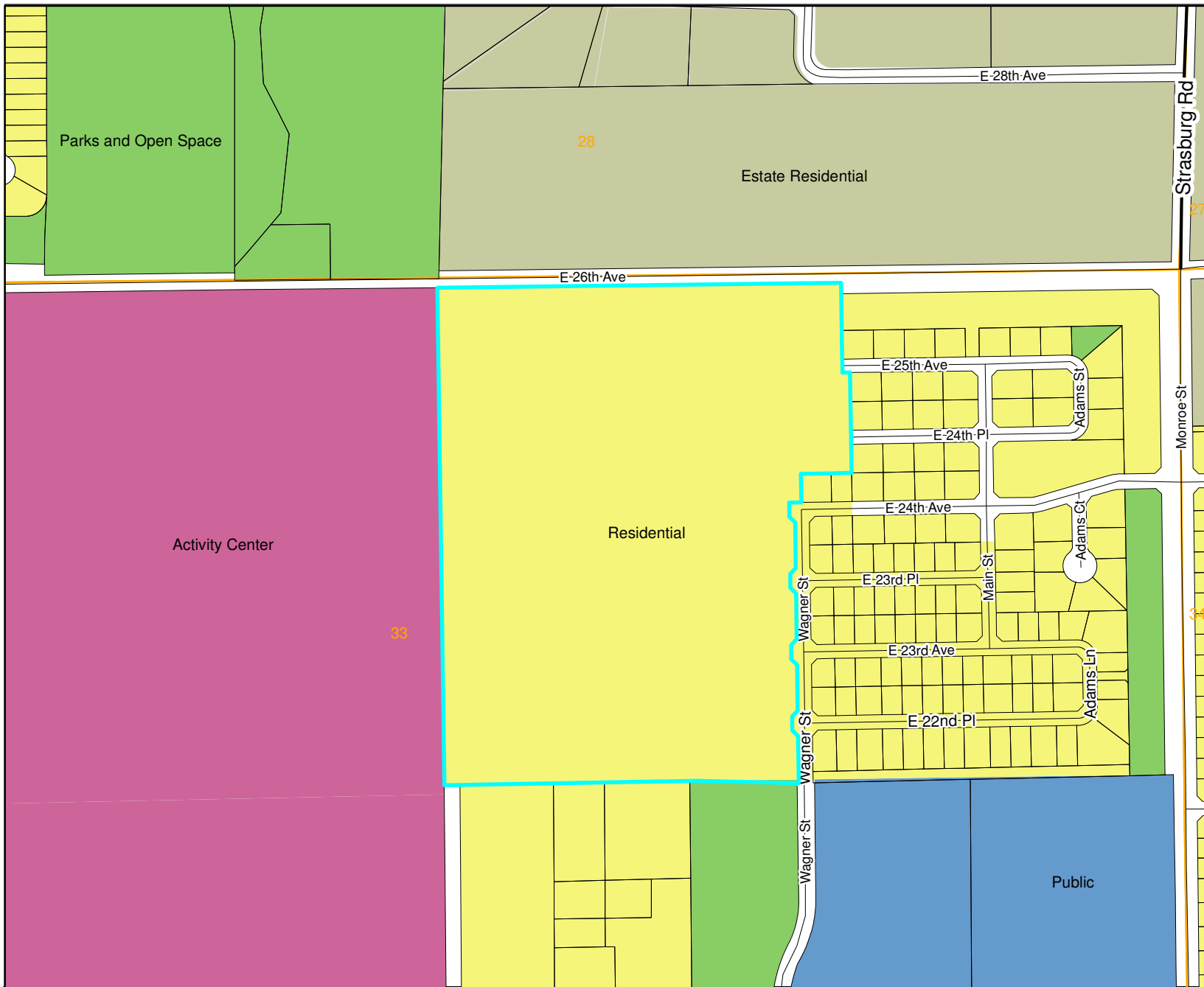
Blackstone Ranch, Filing 3
PLT2017-00007









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LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
-  Major Water
-  Zoning Line
-  Sections

Blackstone Ranch, Filing 3

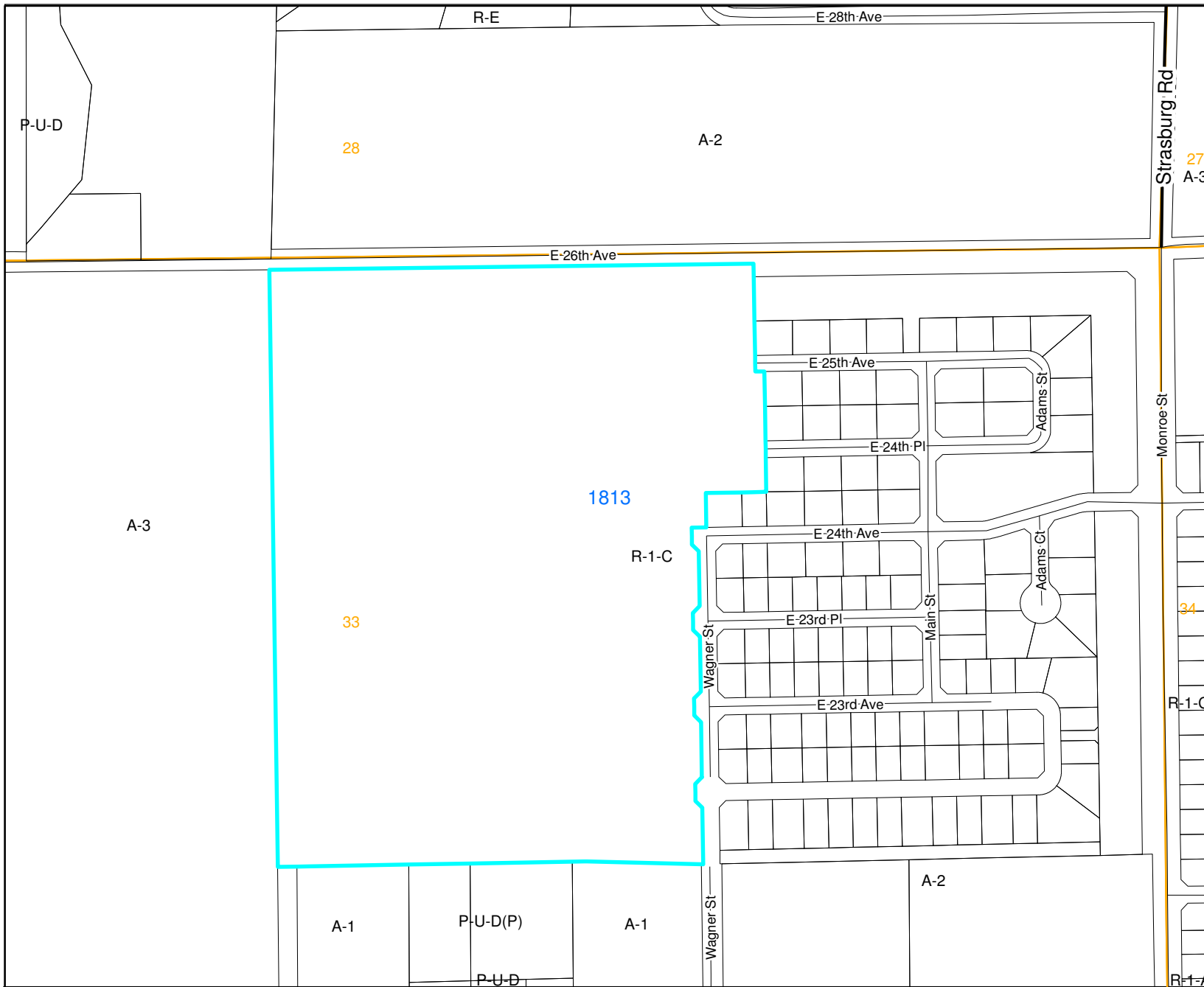
PLT2017-00007



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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

Blackstone Ranch, Filing 3
PLT2017-00002



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Explanation of the Request

Blackstone Ranch is a subdivision in Strasburg, located to the South of 26th Avenue and to the West of Strasburg Mile Road. A preliminary plat was approved for the entirety of Blackstone Ranch in 2004, and a final plat for Blackstone Ranch Filing No. 1 was approved in 2006. After the County determined that the preliminary plat had expired, Pauls Development East obtained approval of a preliminary plat for Blackstone Ranch Filing No. 2 in 2015, followed by final plat approvals for Blackstone Ranch Filing No. 2-A and Blackstone Ranch Filing No. 2-B in 2016. Homes in Blackstone Ranch Filing No. 2 are currently under construction.

This request is for preliminary plat approval of 163 new lots on the remaining 54.8 acres of the development, located generally to the West of Filings No. 1 and 2, to be known as Blackstone Ranch Filing No. 3 ("BSR 3"). The area and dimensions of the 163 lots are compliant with the requirements of the R-1-C zone district in which the Subject Property is located. BSR 3 offers a variety of lot sizes.

The general layout of BSR 3 is in full compliance with the Adams County Development Standards and Regulations, and is consistent with the Adams County Comprehensive Plan and its Strasburg Plan amendment. The proposed Preliminary Plat for BSR 3 meets the criteria for approval as follows:

1. *The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.*

A. ADAMS COUNTY COMPREHENSIVE PLAN. BSR 3 is consistent with the Adams County Comprehensive Plan. The proposed development provides relatively compact, "urban" residential development in an area that is designated for such development, and adequate public facilities and services are currently available or will be available at the time of development.

B. STRASBURG PLAN AMENDMENT TO THE ADAMS COUNTY AND ARAPAHOE COUNTY COMPREHENSIVE PLANS ("STRASBURG PLAN")

1. Applicability of Strasburg Plan. The property upon which BSR 3 is proposed (the "SUBJECT PROPERTY") is within the boundaries of the Strasburg Plan.

2. Consistency with Future Land Use Designation. The Strasburg Plan map replaces the countywide future land use plan in the Strasburg planning area. The Strasburg Plan map designates the land use of the Subject Property as "Residential." The proposed single-family detached use of the Subject Property is consistent with the Residential land use category.

3. Consistency with Goals and Policies.

a. *General.* The general goal of the Strasburg Plan is to "maintain the small town, agricultural character." Strasburg is planned for a population of 10,000 to 12,000 by 2020, with most development to occur within the urban growth area adjacent to the existing community, and with a target of 70 percent residential and 30 percent

commercial and industrial development. BSR 3 is within the urban growth boundary and advances the stated general goal and related policies of the Strasburg Plan.

b. *Housing.* The housing goal of the Strasburg Plan is that “new housing should be high quality, be offered in a variety of price ranges and types, and contribute to the small town, rural character.” BSR 3 is consistent with the housing goal in that it is within the Strasburg urban growth boundary and it offers a variety of lot sizes that will tend to encourage diversity in design and price.

c. *Facilities and Services.* The facilities and services goal is to “ensure that adequate facilities and services, including utilities, schools, parks, public safety, and other necessary facilities and services are available at the time of development.” Implementing policies call for proof that utilities, schools, parks, public safety and other facilities and services are or will be available. The BSR 3 application includes the requisite proof.

d. *Open Space.* The open space goal is to “provide a generous amount of public and private open space to support the recreational needs of local residents and business people, wildlife habitat, the small town, rural character and continued agricultural production in the area.” Implementing policies require sidewalks and trails, easements for drainageways, and dedication of designated agricultural and park lands. BSR 3 is consistent with this policy. It will include sidewalks, trails, drainageways, and perimeter open space. It will provide appropriate, compact residential density within the urban growth area, which helps preserve open space outside of the urban growth area. It does not contain any plan-designated agricultural or park lands. However, park land was provided in the first phase of the development, and there are recreational opportunities nearby.

e. *Environment.* The environmental goal is that “environmental quality shall be a factor that is taken into account with new development.” BSR 3 will be served with centralized water and sewer facilities from East Adams County Metropolitan District, which has capacity to serve the development. Drainage plans for the subdivision will help protect water quality. BSR 3 advances the Strasburg Plan policy to accommodate anticipated population growth within the Strasburg urban growth boundary.

f. *Transportation.* The transportation goal is to “ensure that the transportation system supports planned land uses and provides options for pedestrians, bicycles, horses and other modes of travel in addition to automobiles.” BSR 3 is consistent with the transportation goal and its implementing policies.

2. *The preliminary plat is consistent with the purposes of these standards and regulations.*

The proposed preliminary plat for BSR 3 promotes the public health, safety, and welfare, and is therefore consistent with the purposes of the Adams County Development Standards and Regulations.

3. *The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.*

A. SUBDIVISION DESIGN STANDARDS. The proposed preliminary plat is in conformance with the subdivision design standards:

- The subdivision design considers the comprehensive plan, zoning, and the area's character.
- It is an appropriate and context-sensitive expansion of the existing Blackstone Ranch neighborhood within Strasburg.
- It is compatible with adjacent land uses.
- It preserves the natural terrain, drainage, and topsoil to the extent possible. There are no trees, wildlife habitat, or fisheries on the Subject Property.
- There are no hazardous conditions or water hazards on the Subject Property or that affect the Subject Property.
- Noise abatement from roadways and railroads is not necessary.
- There is no encroachment into floodplains.
- The Subject Property is not affected by high groundwater.
- Lots are appropriately designed and configured and are accessed by roads that will be dedicated to the County.
- Drainage is designed according to County standards.
- Landscaping is planned according to County standards.
- Roads conform to the County transportation plan and County engineering standards, and external connections and internal circulation are appropriate.
- Non-vehicular facilities are provided, with connections to adjacent development.
- Required open space is provided.

B. SKETCH PLAN. Conceptual review was conducted for BSR III; however, there is no official "sketch plan" for the proposed development.

4. *The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.*

A "will-serve" letter from East Adams County Metropolitan District is included with the application materials.

5. *The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence that such system complies with state and local laws and regulations.*

A "will-serve" letter from East Adams County Metropolitan District is included with the application materials.

6. *The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.*

There are no known hazardous conditions on the Subject Property.

7. *The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.*

Adequate drainage facilities are planned for BSR 3. Copies of preliminary drainage plans and a general narrative describing the pertinent drainage characteristics of the Subject Property are included with the application materials.

8. *The overall density of development within the proposed subdivision conforms to the zone district density allowances.*

The Subject Property is part of a roughly 54.8-acre parcel of land in the R-1-C zone district. The density of the R-1-C zone district is limited by the minimum lot area and minimum lot width requirements. R-1-C zoning allows for 7,000 square foot, 65-foot wide internal lots, and 7,500 square foot, 70-foot wide corner lots.¹ All lots are consistent with these minimum requirements.

9. *The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:*

- A. INCORPORATING NATURAL PHYSICAL FEATURES INTO THE DEVELOPMENT DESIGN AND PROVIDING SUFFICIENT OPEN SPACES CONSIDERING THE TYPE AND INTENSITY OF USE;

¹ Sec. 3-13-07-02-01 provides that corner lots may be 70 feet wide; while Sec. 3-07-02, *Summary of Dimensional Requirements*, establishes the minimum width at 75 feet. Based on the text of Sec. 3-07-02, which advises the reader to confirm the zone district requirements, and the County's prior interpretation with respect to Blackstone Ranch Filing No. 2, we assume that Sec. 3-13-07-02-01 controls the conflict.

The Subject Property is a former farm field that is essentially uniform in grade and contains no notable natural features. As the third (and last) phase of Blackstone Ranch, BSR 3 incorporates and extends the perimeter buffers that were created in the first and second phases, continues the generally East-West street pattern (creating Southern exposures for nearly all of the homes in the subdivision), and includes access to the park and trail amenities that were constructed in the first phase.

- B. INCORPORATING SITE PLANNING TECHNIQUES TO FOSTER THE IMPLEMENTATION OF THE COUNTY'S PLANS, AND ENCOURAGE A LAND USE PATTERN TO SUPPORT A BALANCED TRANSPORTATION SYSTEM, INCLUDING AUTO, BIKE AND PEDESTRIAN TRAFFIC, PUBLIC OR MASS TRANSIT, AND THE COST EFFECTIVE DELIVERY OF OTHER SERVICES CONSISTENT WITH ADOPTED PLANS, POLICIES AND REGULATIONS OF THE COUNTY;

BSR 3 uses a modified grid street pattern that connects to the South utilizing Wagner Street, to the East at Strasburg Mile Road and 24th Avenue, and to the West using a partial extension of Aspen Street, connecting to 26th Avenue. BSR 3's street pattern discourages cut-through traffic, optimizes street-side delivery of public services, and provides a safe environment for local multimodal transportation.

- C. INCORPORATING PHYSICAL DESIGN FEATURES IN THE SUBDIVISION TO PROVIDE A TRANSITION BETWEEN THE PROJECT AND ADJACENT LAND USES THROUGH THE PROVISION OF AN ATTRACTIVE ENTRYWAY, EDGES ALONG PUBLIC STREETS, ARCHITECTURAL DESIGN, AND APPROPRIATE HEIGHT AND BULK RESTRICTIONS ON STRUCTURES;

BSR 3 abuts existing and developing residential uses to the East. Lots along the Southern boundary of the preliminary plat are buffered between the subdivision and existing development to the South. The northern portion of BSR 3 is buffered from 26th Avenue by a 5.4-acre westerly continuation of the 170-foot wide landscape buffer that borders Blackstone Ranch Filing No. 1.

BSR 3 is the third and final phase of development of Blackstone Ranch. Filing No. 1 provided an attractive entryway at 24th Avenue and Strasburg Road, and a significant landscape and drainage buffer along both Strasburg Road and 26th Avenue. Blackstone Ranch Filing No. 2-B provided a connection to the South at Wagner Road. BSR 3 will continue the buffer along 26th Avenue, and create a new connection at Aspen Street and 26th Avenue.

- D. INCORPORATING IDENTIFIED ENVIRONMENTALLY SENSITIVE AREAS, INCLUDING BUT NOT LIMITED TO, WETLANDS AND WILDLIFE CORRIDORS, INTO THE PROJECT DESIGN; AND

There are no identified environmentally sensitive areas on the Subject Property. However, some surface drainage facilities within Blackstone Ranch serve a dual purpose as multi-use pathways.

- E. INCORPORATING PUBLIC FACILITIES OR INFRASTRUCTURE, OR CASH-IN-LIEU, REASONABLY RELATED TO THE PROPOSED SUBDIVISION SO THE PROPOSED SUBDIVISION WILL NOT NEGATIVELY IMPACT THE LEVELS OF SERVICE OF THE COUNTY SERVICES AND FACILITIES.

BSR 3 incorporates public facilities, infrastructure, and payments in lieu, such that it will not negatively impact the level of service of County services and facilities.

BLACKSTONE RANCH FILING NO. 3 PRELIMINARY PLAT

A PART OF THE NORTHEAST 1/4 OF SECTION 33, T3S, R62W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 33 AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO BEAR NORTH 89°17'10" EAST, A DISTANCE OF 2,613.96 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTH LINE, NORTH 89°17'10" EAST, A DISTANCE OF 1423.25 FEET TO THE WESTERLY BOUNDARY OF BLACKSTONE RANCH FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 20060607000583540 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°42'50" EAST, A DISTANCE OF 351.07 FEET;
2. NORTH 89°17'10" EAST, A DISTANCE OF 26.38 FEET;
3. SOUTH 00°42'50" EAST, A DISTANCE OF 353.00 FEET TO THE NORTHERLY BOUNDARY OF BLACKSTONE RANCH FILING NO. 2-A AS RECORDED UNDER RECEPTION NO. 2016000035452, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARIES OF SAID PLAT OF BLACKSTONE RANCH FILING NO. 2-A THE FOLLOWING FOURTEEN (14) COURSES:

1. SOUTH 89°17'10" WEST, A DISTANCE OF 178.32 FEET;
2. SOUTH 00°42'50" EAST, A DISTANCE OF 101.00 FEET;
3. SOUTH 89°17'10" WEST, A DISTANCE OF 43.19 FEET;
4. SOUTH 00°42'50" EAST, A DISTANCE OF 50.00 FEET;
5. SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;
6. SOUTH 00°27'21" EAST, A DISTANCE OF 162.00 FEET;
7. SOUTH 44°24'54" WEST, A DISTANCE OF 28.35 FEET;
8. SOUTH 00°27'21" EAST, A DISTANCE OF 50.00 FEET;
9. SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;
10. THENCE SOUTH 00°27'21" EAST, A DISTANCE OF 162.00 FEET;
11. SOUTH 44°24'55" WEST, A DISTANCE OF 28.35 FEET;
12. SOUTH 00°27'22" EAST, A DISTANCE OF 50.00 FEET;
13. SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;
14. SOUTH 00°27'21" EAST, A DISTANCE OF 162.00 FEET TO THE WESTERLY BOUNDARY OF BLACKSTONE RANCH FILING NO. 2-B AS RECORDED UNDER RECEPTION NO. 2016000045767, IN SAID RECORDS ;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 44°24'54" WEST, A DISTANCE OF 28.35 FEET;
2. SOUTH 00°27'21" EAST, A DISTANCE OF 50.00 FEET;
3. SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;
4. SOUTH 00°27'21" EAST, A DISTANCE OF 166.39 FEET TO THE NORTHERLY BOUNDARY OF ENGLEBRECHT SUBDIVISION FILING NO. 1 AS RECORDED UNDER RECEPTION NO. C0987100, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89°02'41" WEST, A DISTANCE OF 1,257.85 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE DEPARTING SAID NORTHERLY BOUNDARY ALONG SAID WEST LINE, NORTH 00°16'13" WEST, A DISTANCE OF 1,802.81 FEET TO THE POINT OF BEGINNING.

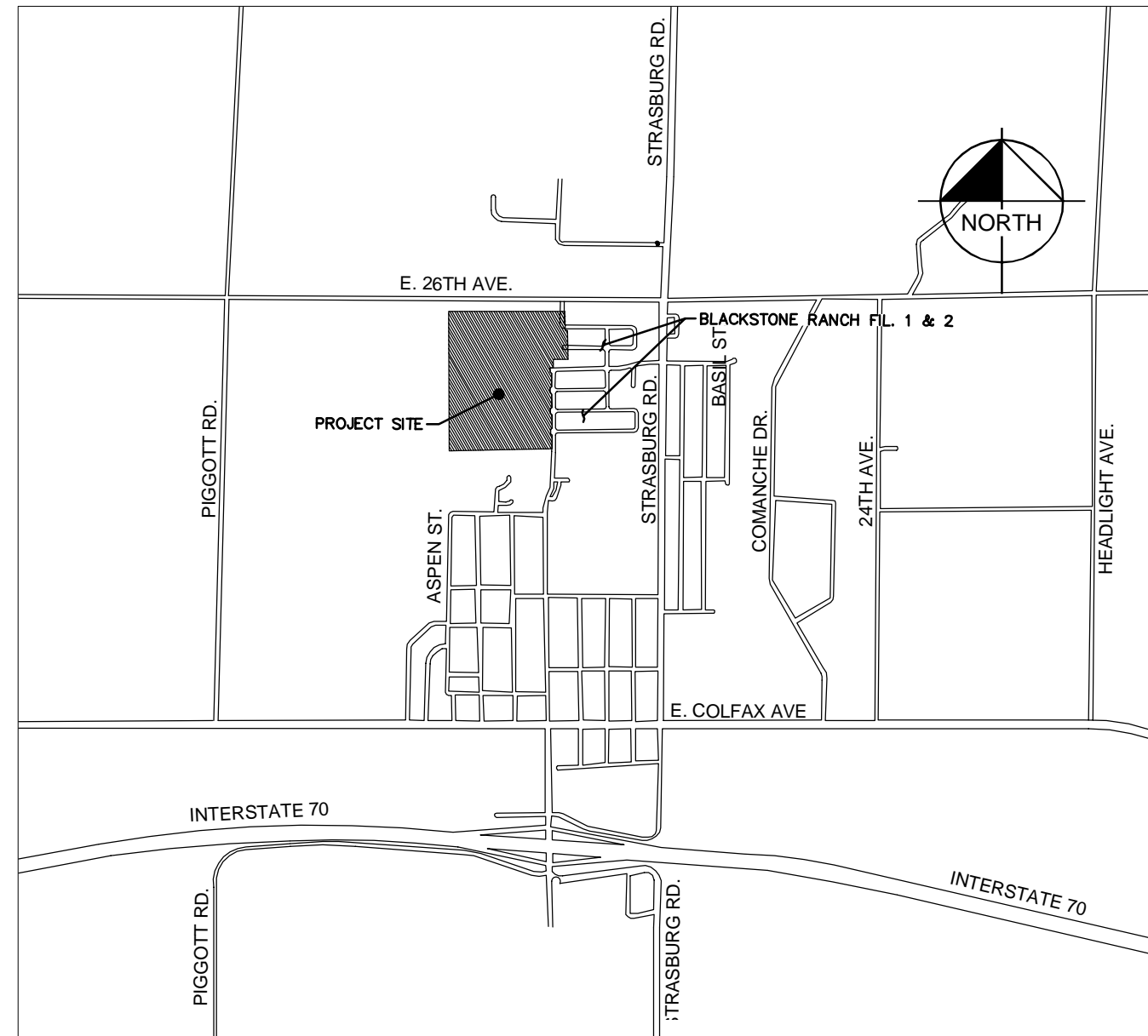
CONTAINING AN AREA OF 54.795 ACRES, (2,386,852 SQUARE FEET), MORE OR LESS.

HAVE (HAS) BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, STREETS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF BLACKSTONE RANCH FILING NO. 3.

DEVELOPER/LAND OWNER

NOTARY

SHEET NO.	SHEET INDEX
1	COVER SHEET
2	PRELIMINARY PLAT
3	PROPOSED LOT/TRACT AREAS
4	PRELIMINARY PLAT OVERALL



EASEMENT STATEMENT:

SIX-FOOT (6') WIDE UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE FRONT LOT LINES OF EACH LOT IN THE SUBDIVISION. IN ADDITION, EIGHT-FOOT (8') WIDE DRY UTILITY EASEMENTS ARE HEREBY DEDICATED AROUND THE PERIMETER OF TRACTS, PARCELS AND/OR OPEN SPACE AREAS. THESE EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS, AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.

STORM DRAINAGE STATEMENT:

THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

LEGEND

- PROPOSED FILING NO. 3 BOUNDARY
- PROPOSED CENTERLINE
- PROPOSED ROW
- PROPOSED LOTLINE
- PROPOSED EASEMENT
- PROPOSED BLOCK NO. 1
- PROPOSED LOT NO. 16
- EX. CENTERLINE
- EX. ROW
- EX. LOTLINE
- EX. EASEMENT
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- SURVEY MONUMENTS FOUND

BASIS OF BEARING

ASSUMED ALONG THE NORTH LINE OF THE NE 1/4 SEC. 33, T3S, R62W, 6TH P.M. BETWEEN THE N 1/4 COR., BEING A 2 1/2" ALUM. CAP PLS 10945, AND THE NE COR., BEING A 3 1/4" ALUM. CAP IN RANGE BOX LS 12330. N89°17'10"E 2,613.96'

SURVEYORS CERTIFICATE:

I, DEREK S. BROWN, A DULY LICENSED PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN.

DEREK S. BROWN
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S. 38064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN STREET, SUITE 201
LITTLETON, CO. 80122
(303) 713-1898

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

BOARD OF COUNTY COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____ A.D., 2015.

CHAIR

PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ A.D., 2015.

CHAIRMAN

ACCESS PROVISIONS:

1. THERE WILL BE NO DIRECT ACCESS TO E. 26TH AVE. FROM TRACT I.

GENERAL NOTES:

1. ALL LOTS WILL BE SUBJECT TO THE FOLLOWING DRAINAGE AND UTILITY EASEMENTS: 10.00' WIDTH ALONG ALL LOT LINES ADJACENT TO PUBLIC STREETS; 5.00' WIDTH ALONG ALL SIDE LOT LINES AND SIDE TRACT LINES; 10.00' WIDTH ALONG REAR LOT LINES AND REAR TRACT LINES
 2. ALL LOTS ARE 101' DEEP (EXCEPT AS NOTED) AND MEET MINIMUM LOT SIZES FOR R-1-C ZONING.
7,500 SQFT CORNER LOT
7,000 SQFT INTERNAL LOTS
 3. R-1-C ZONING SUMMARY:
INTERIOR LOT CORNER LOT
WIDTH 65 FT 70 FT
SIZE 7,000 SF 7,500 SF
- DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURE:
-MINIMUM FRONT SETBACK: 20 FT
-MINIMUM SIDE CORNER SETBACK: 20 FT
-MINIMUM SIDE SETBACK: 17 FT*
-MINIMUM REAR SETBACK: 15 FT

*MINIMUM SIDE SETBACK FOR A PRINCIPAL STRUCTURE IN A RESIDENTIAL 1-C DISTRICT SHALL BE SEVENTEEN (17) FEET ON ONE SIDE OR FIVE (5) FEET FROM ATTACHED GARAGE AND FIVE (5) FEET ON THE OTHER SIDE. (ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS SEC 3-13-07-03-03)

REV.	DESCRIPTION	BY	DATE	APPR.
1				

COUNTY COMMENTS
MRT 03/25/17 EJC

Kimley»Horn

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4582 SOUTH ULSTER STREET, SUITE 1500
DENVER, COLORADO 80237 (303) 228-2300

DESIGNED BY: MRT
DRAWN BY: MRT
CHECKED BY: EJC
DATE: 1/10/17

BLACKSTONE RANCH FILING NO. 3
ADAMS COUNTY
PRELIMINARY PLAT
COVER SHEET

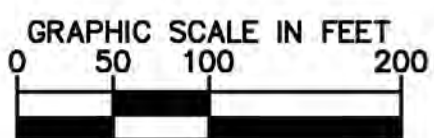
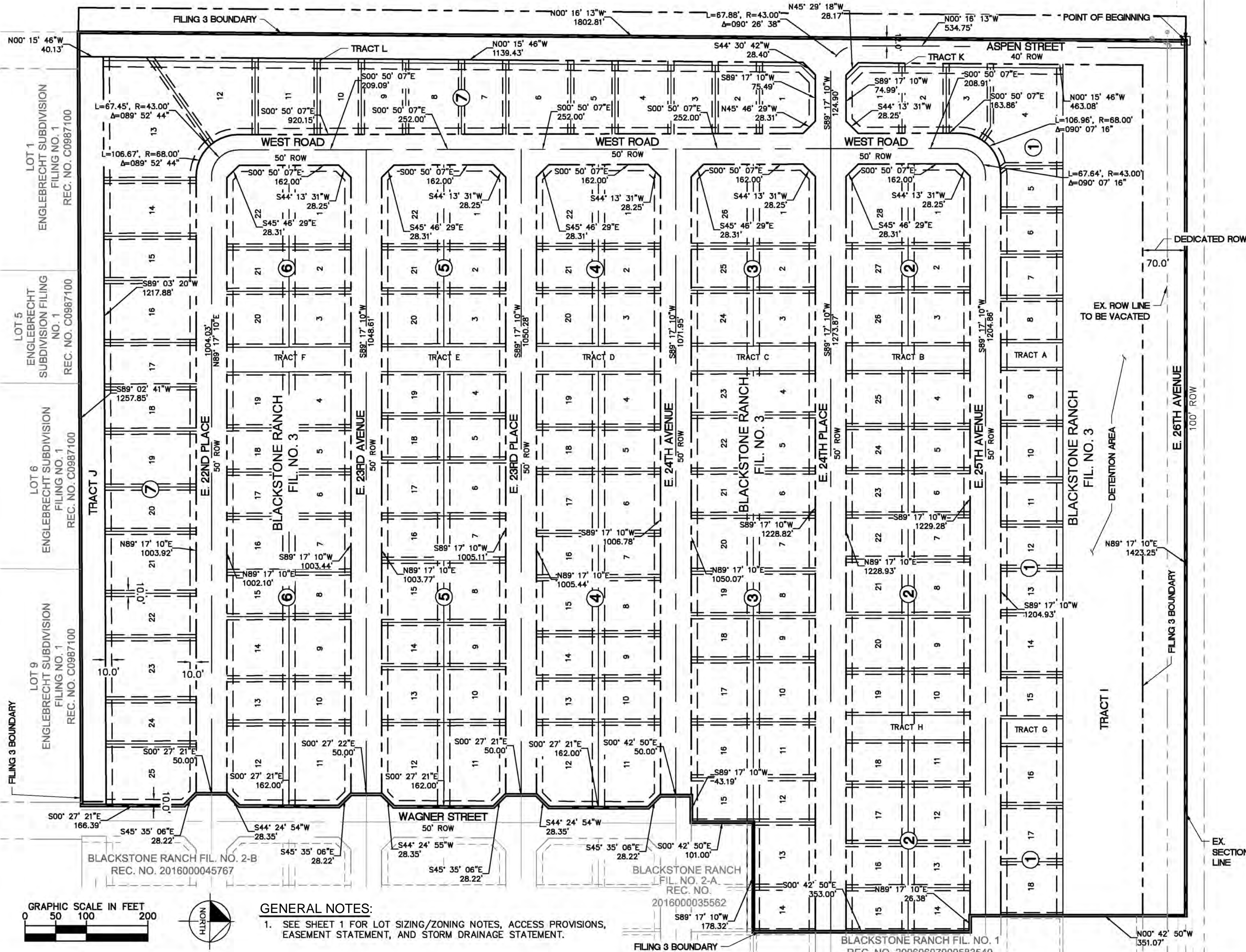
PROJECT NO.
096195002

SHEET

1 OF 4

BLACKSTONE RANCH FILING NO. 3 PRELIMINARY PLAT

A PART OF THE NORTHEAST 1/4 OF SECTION 33, T3S, R62W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO



GENERAL NOTES:

1. SEE SHEET 1 FOR LOT SIZING/ZONING NOTES, ACCESS PROVISIONS, EASEMENT STATEMENT, AND STORM DRAINAGE STATEMENT.

REV.	DESCRIPTION	BY	DATE	APPR.	
1					
COUNTY COMMENTS				MRT 03/25/17	EJG
Kimley»Horn					
<small>© 2017 KIMLEY-HORN AND ASSOCIATES, INC. 4582 SOUTH ULSTER STREET, SUITE 1500 DENVER, COLORADO 80237 (303) 228-2300</small>					
DESIGNED BY: MRT					
DRAWN BY: MRT					
CHECKED BY: EJG					
DATE: 1/10/17					
BLACKSTONE RANCH FILING NO. 3 ADAMS COUNTY PRELIMINARY PLAT SITE PLAN					
PROJECT NO. 096195002					
SHEET 2 OF 4					

K:\DEN_CIVIL\096195012 - BSR 3\CADD\EXHIBITS\PREPLAT PACKAGE\096195012PRPL.DWG ERIC.GUNDERSON

BLACKSTONE RANCH FILING NO. 3 PRELIMINARY PLAT

A PART OF THE NORTHEAST 1/4 OF SECTION 33, T3S, R62W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

BLOCK 1	
LOT	AREA (SF)
1	9424.72
2	7755.94
3	7849.43
4	18779.33
5	7249.17
6	7276.85
7	7276.90
8	7276.90
9	9197.17
10	9309.08
11	7276.90
12	7276.90
13	7276.90
14	10207.87
15	7276.90
16	10207.87
17	9197.19
18	8890.21

BLOCK 2	
LOT	AREA (SF)
1	13213.56
2	7252.67
3	9182.26
4	9191.02
5	7272.02
6	7272.02
7	7272.01
8	9191.02
9	9191.00
10	7278.95
11	7297.46
12	9736.79
13	7269.85
14	7270.19
15	7265.35
16	7274.15
17	9688.09
18	7246.58
19	7265.08
20	9191.00
21	9191.02
22	7272.02
23	7272.02
24	7272.02
25	9190.53
26	9191.02
27	7272.02
28	13233.05

BLOCK 3	
LOT	AREA (SF)
1	13233.05
2	7272.02
3	9191.02
4	7272.00
5	9191.02
6	7272.02
7	9191.02
8	7272.02
9	7272.02
10	10201.02
11	9191.02
12	7290.04
13	10688.00
14	7091.39
15	7279.08
16	9191.02
17	10201.02
18	7272.02
19	7272.02
20	9191.02
21	7272.02
22	9191.02
23	7272.01
24	9191.02
25	7272.02
26	13233.05

BLOCK 4	
LOT	AREA (SF)
1	13233.05
2	7272.02
3	9191.02
4	9193.23
5	7273.36
6	10203.19
7	7274.84
8	9193.88
9	7273.71
10	7273.18
11	13884.63
12	13815.34
13	7270.81
14	7270.33
15	9188.17
16	7269.19
17	10198.87
18	7270.26
19	9185.72
20	9191.02
21	7272.02
22	13233.05

BLOCK 5	
LOT	AREA (SF)
1	13233.05
2	7272.02
3	9191.02
4	7272.02
5	7272.02
6	9191.02
7	7272.02
8	10201.02
9	7272.02
10	9191.02
11	13715.19
12	13647.63
13	9191.02
14	7272.02
15	10201.02
16	7271.97
17	9191.02
18	7272.02
19	7272.02
20	9191.02
21	7272.02
22	13233.05

BLOCK 6	
LOT	AREA (SF)
1	13233.05
2	7272.02
3	9191.02
4	7272.02
5	7272.02
6	9191.02
7	7272.02
8	10201.02
9	7272.02
10	9191.02
11	13715.19
12	13647.63
13	9191.02
14	7272.02
15	10201.02
16	7271.97
17	9191.02
18	7272.02
19	7272.02
20	9191.02
21	7272.02
22	13233.05

BLOCK 7	
LOT	AREA (SF)
1	9549.99
2	7973.2
3	8026.44
4	10218.64
5	8143.71
6	12090.78
7	8271.76
8	10525.97
9	8391.79
10	8440.85
11	11925.12
12	15156.73
13	26581.23
14	13687.79
15	10805.43
16	15122.5
17	10755.36
18	10734.52
19	13538.35
20	10687.34
21	14956.85
22	10642.21
23	14893.53
24	10587.2
25	14511.7

TRACT	AREA (SF)	USE
A	4031.91	DRAINAGE
B	8080.02	DRAINAGE
C	8080.02	DRAINAGE
D	8080.02	DRAINAGE
E	8080.02	DRAINAGE
F	8080.02	DRAINAGE
G	4042.72	DRAINAGE
H	8080.02	DRAINAGE
I	179985.12	DRAINAGE
J	48448.87	DRAINAGE
K	2170.51	LANDSCAPE
L	7010.04	LANDSCAPE

REV.	DESCRIPTION	BY	DATE	APPR.
1				



DESIGNED BY: MRT
DRAWN BY: MRT
CHECKED BY: EJJ
DATE: 1/10/17

BLACKSTONE RANCH FILING NO. 3
ADAMS COUNTY
PRELIMINARY PLAT
PROPOSED LOT/TRACT AREAS

PROJECT NO.
096195002

SHEET
3 OF **4**

BLACKSTONE RANCH FILING NO. 3 PRELIMINARY PLAT

A PART OF THE NORTHEAST 1/4 OF SECTION 33, T3S, R62W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

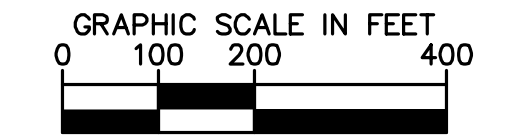
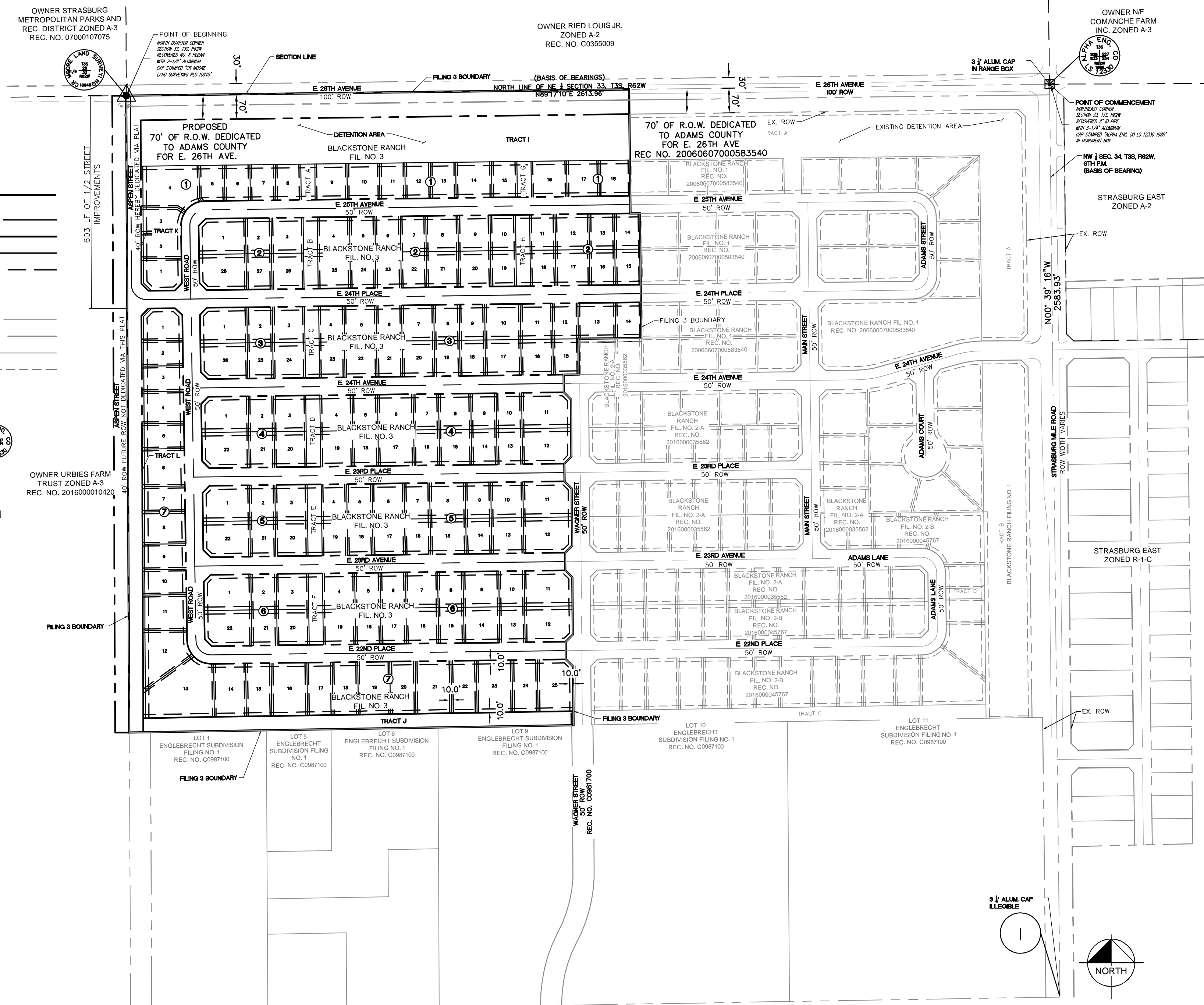
LEGEND:

- PROPOSED FILING NO. 3 BOUNDARY
- PROPOSED CENTERLINE
- PROPOSED ROW
- PROPOSED LOTLINE
- PROPOSED EASEMENT
- PROPOSED BLOCK NO.
- PROPOSED LOT NO.
- EX. CENTERLINE
- EX. ROW
- EX. LOTLINE
- EX. EASEMENT
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- SURVEY MONUMENTS FOUND

16

TRACT LEGEND

- TRACT A-H: DRAINAGE TRACTS FOR STORMWATER CONVEYANCE TO DETENTION AREA
- TRACT I: DRAINAGE TRACT FOR DETENTION AREA
- TRACT J: DRAINAGE TRACT
- TRACT K,L: LANDSCAPE TRACT



REV.	DESCRIPTION	BY	DATE	APPR.
1				

COUNTY COMMENTS: MRT 03/25/17 EJJ

Kimley»Horn
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4582 SOUTH ULLSTER STREET, SUITE 1500
DENVER, COLORADO 80237 (303) 228-2300

DESIGNED BY: MRT
DRAWN BY: MRT
CHECKED BY: EJJ
DATE: 1/10/17

BLACKSTONE RANCH FILING NO. 3
ADAMS COUNTY
PRELIMINARY PLAT
OVERALL SITE PLAN

PROJECT NO.
096195002

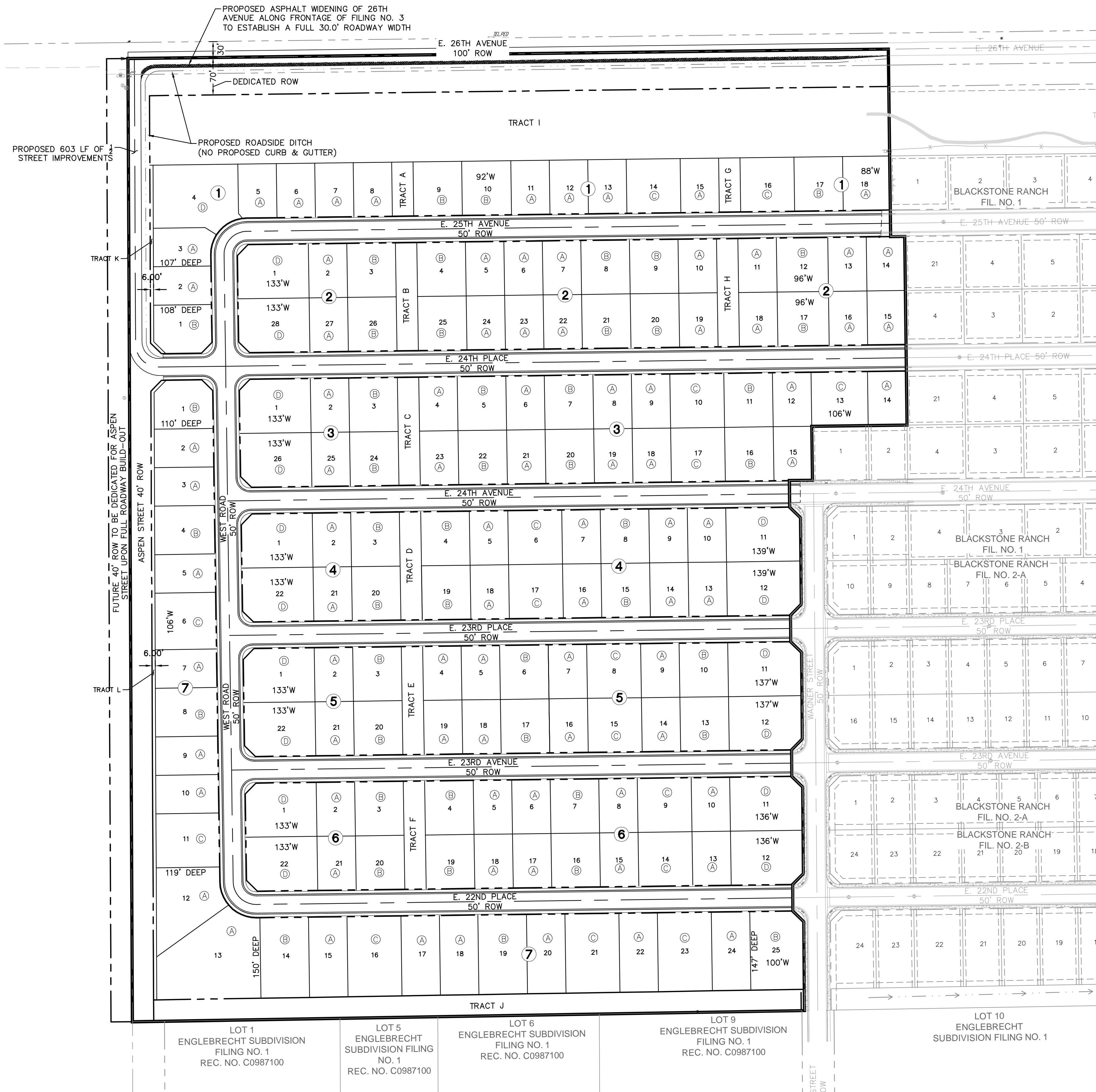
SHEET
4 OF 4

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ERIC.GUNDERSON

BLACKSTONE RANCH FILING NO. 3 PRELIMINARY PLAT

A PART OF THE NORTHEAST 1/4 OF SECTION 33, T3S, R62W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO



LEGEND

	PROPOSED FILING NO. 3 BOUNDARY
	PROPOSED ROW
	PROPOSED LOT LINE
	EXISTING LOT LINE
	EXISTING SECTION LINE

- GENERAL NOTES:**
- ALL LOTS ARE SUBJECT TO THE FOLLOWING DRAINAGE AND UTILITY EASEMENTS: 8.00' WIDTH ALONG ALL LOT LINES ADJACENT TO PUBLIC STREETS; 5.00' WIDTH ALONG ALL SIDE LOT LINES AND SIDE TRACT LINES; 10.00' WIDTH ALONG REAR LOT LINES AND REAR TRACT LINES
 - ALL LOTS ARE 101' DEEP (EXCEPT AS NOTED) AND MEET MINIMUM LOT SIZES FOR R-1-C ZONING. 7,500 SQFT CORNER LOT 7,000 SQFT INTERNAL LOTS
 - R-1-C ZONING SUMMARY:

INTERIOR LOT	CORNER LOT
WIDTH 65 FT	70 FT
SIZE 7,000 SF	7,500 SF

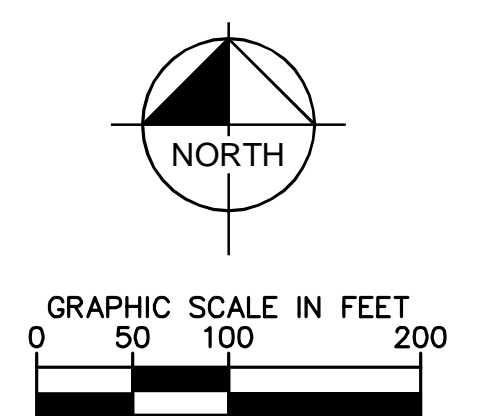
DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURE:
 -MINIMUM FRONT SETBACK: 20 FT
 -MINIMUM SIDE CORNER SETBACK: 20 FT
 -MINIMUM SIDE SETBACK: 17 FT*
 -MINIMUM REAR SETBACK: 15 FT

*MINIMUM SIDE SETBACK FOR A PRINCIPAL STRUCTURE IN A RESIDENTIAL 1-C DISTRICT SHALL BE SEVENTEEN (17) FEET ON ONE SIDE OR FIVE (5) FEET FROM ATTACHED GARAGE AND FIVE (5) FEET ON THE OTHER SIDE. (ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS SEC 3-13-07-03-03)

PROPOSED LOT MIX

TYPE	WIDTH	PLAN	MIX %
A*	72'	84	45.9
B*	91'	46	28.2
C*	101'	16	9.8
D*	110'	17	10.4
TOTAL:			163

*ALL LOTS ARE 101' DEEP (EXCEPT AS NOTED) AND MEET MINIMUM LOT SIZES FOR R-1-C ZONING.



REV.	DESCRIPTION	BY	DATE	APPR.
1				

Kimley»Horn
 © 2017 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH WILSTER STREET, SUITE 1500
 DENVER, COLORADO 80237 (303) 228-2300

DESIGNED BY: MRT
 DRAWN BY: MRT
 CHECKED BY: E.JG
 DATE: 1/10/17

BLACKSTONE RANCH FILING NO. 3
 ADAMS COUNTY
 PRELIMINARY PLAT
 FILING NO. 3 SITE PLAN

PRELIMINARY
 FOR REVIEW ONLY
 NOT FOR
 CONSTRUCTION
Kimley»Horn
 Kimley-Horn and Associates, Inc.

PROJECT NO.
 096195002

SHEET
 1 OF 1

K:\DEN\CIVIL\096195002 - BSR_3\CADD\EXHIBITS\PREPLAT PACKAGE\096195002_PLAT_SP.DWG ERIC GUNDERSON

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: 5/25/2017

Project Number: PLT2017-00002

Project Name: Blackstone Filing No. 3

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for a major subdivision preliminary plat. The Development Review Team requires a resubmittal to address outstanding comments. Please contact the case manager if you have any questions:

Commenting Division: Building Review #1

Name of Reviewer: Justin Blair

Date: 02/01/2017

Email: jblair@adcogov.org

No Comment

Commenting Division: Building Review #2

Name of Reviewer: Justin Blair

Date: 05/15/2017

Email: jblair@adcogov.org

No Comment

Commenting Division: Engineering Review #1

Name of Reviewer: Greg Labrie

Date: 03/01/2017

Email: glabrie@adcogov.org

Resubmittal Required

ENG1; The plat does not show the right-of-way for 26th Avenue. Development Engineering could not verify if the appropriate right-of-way has been provided for this section line arterial street.

Eng2; Applicant must submit legal descriptions, exhibits, easement documents, and the O&M Manual for the drainage facilities on the site to Development Engineering for review and approval. After the documents are approved by Development Engineering, the applicant is required to and get them recorded at the Clerk and Recorder's Office. The record number along with book and page number must be shown on the final plat. All necessary plats will be filed and recorded with the Adams County Clerk and Recorders office prior to the issuance of any Building Permit.

Eng3; Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study and the O&M Manual for the drainage facilities. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, two (2) copies of all construction documents.

Eng4; The developer is required to construct roadway improvements adjacent to the proposed site. Paul's Development is required to build out 26th Avenue north of the site to the arterial road standards and build out Aspen Street west of the site to the local street standards. Adams County is also requesting Paul's Development to pave 26th Avenue from Aspen Street to Piggot Road.

Eng5: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

Eng6: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

Eng7; The developer is responsible for the repair or replacement of any broken or damaged section of public improvements.

Commenting Division: Engineering Review #2

Name of Reviewer: Greg Labrie

Date: 05/25/2017

Email: glabrie@adcogov.org

Complete

ENG1: The applicant has acknowledge the engineering comments and indicated that they will have the engineering reports, plans, and documentation required for final plat.

Commenting Division: Environmental Analyst Review #2

Name of Reviewer: Jen Rutter

Date: 05/22/2017

Email: jrutter@adcogov.org

No Comment

Commenting Division: Environmental Analyst Review #1

Name of Reviewer: Jen Rutter

Date: 02/02/2017

Email: jrutter@adcogov.org

No Comment

Commenting Division: Parks Review #2

Name of Reviewer: Aaron Clark

Date: 05/25/2017

Email: aclark@adcogov.org

No Comments

Commenting Division: Parks Review #1

Name of Reviewer: Aaron Clark

Date: 02/03/2017

Email: aclark@adcogov.org

No Comment

Commenting Division: Planner Review #1

Name of Reviewer: Greg Barnes

Date: 02/28/2017

Email: gibarnes@adcogov.org

Complete

PLN01: The proposed preliminary plat is consistent with the County's Comprehensive Plan's future land use designation of urban residential in the area. As mentioned in your application, the request is also subject to the requirements of the Strasburg Plan.

PLN02; All lots appear to conform to the required dimensional standards of the R-1-C zone district. Additionally, the building envelope of each lot appears to be suitable for development.

PLN03: It should be noted that lots within Block 1 and Block 7 are considered through-lots. This will be very problematic for property owners to construct accessory structures and fences without variance. Accessory structures shall not be closer to a street right-of-way than the primary structure. Since these lots will have two frontages on opposite sides of the lot, accessory structures will be difficult to site. Additionally, fences on these lots will not be allowed to exceed 3.5 feet. Please see Section 5-03-03-08-01 and reconsider these lots.

PLN04: Will street landscaping be considered within the right-of-way to conform to Section 5-03-05-02 of the Development Standards?

PLN05: Please address the design standards found in Section 5-03-07 of the code related to sidewalk and pedestrian design.

Commenting Division: Planner Review #2

Name of Reviewer: Greg Barnes

Date: 05/25/2017

Email: gibarnes@adcogov.org

Complete

PLN01: Thank you for addressing the previous comments regarding right-of-way landscaping, through-lots, and pedestrian design. Your replies are satisfactory and I have no further comments.

Commenting Division: ROW Review #1

Name of Reviewer: Marissa Hillje

Date: 02/28/2017

Email: mhillje@adcogov.org

Resubmittal Required

ROW1) Please add point of beginning on sheet 2 to the plat drawing.

ROW2) Be sure to dimension the exterior of the subdivision per the legal description on sheet 1

ROW3) Add the following language to the below the Owner ship statement :

Have (Has) by these presents laid out, platted and subdivided the same into lots, streets and easements as shown on this plat under the name and style of (subdivision name).

ROW4) Revise the title surveyors certificate to Legal Description on sheet 1

ROW5) Please add the following note:

Access Provisions

There will be no direct access to E 26th Ave from Tract I.

ROW6) Please add the easement statement to sheet 2

Six-foot (6') wide utility easements are hereby dedicated on private property adjacent to the front lot lines of each lot in the subdivision. In addition, eight-foot (8') wide dry utility easements are hereby dedicated around the perimeter of tracts, parcels and/or open space areas. These easements are dedicated to Adams County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of utilities. Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation.

ROW7) Please add the following storm drainage statement to sheet 2:

The policy of the County requires that maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owners shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdivision development agreement. Should the owner fail to maintain said facilities, the County shall have the right to enter said land for the sole purpose of operations and maintenance. All such maintenance cost will be assessed to the property owners.

ROW8) Please clearly identify boundary of Blackstone Ranch Filing No 3 by a distinct line type and/or thickness. See below for more details:

The subdivision boundary will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. All dimensions to be determined by accurate field survey which must balance and close within limit of one in five thousand (5,000). Show adjacent and/or intersecting plat/deed lines and label appropriately to include recording information (book and page and/or reception number).

ROW9) Please clearly identify all street shown in the subdivision and immediately surrounding the subdivision. See below for more on how:

All street rights of way defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. Widths shall be labeled from each right-of-way line normal to the corresponding street center line. All street center lines defined by the plat will be clearly distinguishable from other map lines by use of distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a central an

Commenting Division: ROW Review #2

Name of Reviewer: Marissa Hillje

Date: 05/25/2017

Email: mhillje@adcogov.org

Resubmittal Required

ROW1) The Statement: Have (Has) by these presents laid out, platted and subdivided the same into lots, streets and easements as shown on this plat under the name and style of (subdivision name). Should go at the end of the legal description with a signature line for the developer/land owner and notary.

ROW2) For clarity and readability purposes, please take the statements, provisions and notes from Sheet 2 and put on Sheet 1; This is in order to make the exhibit on Sheet 2 larger and easier to read.

ROW3) Please add the Basis Of Bearing: A clearly defined basis of bearings shall be provided, both verbally and graphically. All monumentation defining said line shall be shown and labeled on the plat drawing. When said line is not common with the subdivision boundary, it shall be accurately tied to the boundary with bearings and distances. Please correct the basis of bearing on Sheet 1- the legal description and Basis of Bearing note do not match.

ROW4) Please add Square Footage: The area in square feet of all lot and tracts sought to be platted.

ROW5) Adjacent Subdivision: Names of adjacent platted areas along with the reception and/or plat book and page number shall be shown. If unplatted, so indicate. Existing street rights of way that intersect the subdivision boundary or are adjacent to said boundary lines shall be clearly labeled with the street name, right of way width and appropriate deed or plat recording information wherein the right of way is defined. Show and label all existing lots and blocks that are immediately adjacent to the subdivision boundary. In this case, specifically to the west of the subdivision.

ROW6) Aspen Street is labeled within the subdivision, which shows 40' feet of right-of-way. Adams County's minimum requirement of public Right of way for collector streets in 80ft. Please show 40' ROW hereby dedicated on the plat and please show the planned other half of Aspen street on the plat.

ROW7) Please show found Monuments: All monuments used to determine and/or describe a boundary (including basis of bearings, point of beginning and point of commencement) shall be shown and clearly labeled on the plat drawing. Monuments for corners defined by the plat, or otherwise found to be missing in the field, shall be placed and set in accord with the requirements of the State of Colorado. Please include a legend and show on the plat the monuments found.

ROW8) Please label the point of commencement and the point of beginning on the exhibit. Please show the tie line from point of commencement or point of beginning to the basis of bearing.

ROW9) Change the Board of County Commission signature line from Chairman to Chair.

ROW10) E 26th Ave is a minor Arterial, as such requires a Right-of-way road width of 140ft. Right-of-way will be required to be dedicated by the plat to meet the ½ street width of 70ft. This will encroach upon your detention area as such your property line will be moved south which will also affect the structure setback requirements.

ROW11) Please explain or show a legend for what the different Tracts are reserved are for.

ROW12) Please submit a title commitment which should be used to depict the applicable recordings on the plat. Please send Adams County a copy of the title commitment dated no later than 30 days to review in order to ensure that any other party's interests are not encroached upon.

ROW13) Please change the outline of the subdivision to a continuous line.

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: 3/1/2017

Project Number: PLT2017-00002

Project Name: Blackstone Filing No. 3

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Preliminary plat Application. The Development Review Team requests resubmittal of documents. Please contact the case manager if you have any questions:

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 02/01/2017

Email: jblair@adcogov.org

No Comment

Commenting Division: Engineering Review

Name of Reviewer: Greg Barnes

Date: 03/01/2017

Email: gbarnes@adcogov.org

Resubmittal Required

ENG1; The plat does not show the right-of-way for 26th Avenue. Development Engineering could not verify if the appropriate right-of-way has been provided for this section line arterial street.

Eng2; Applicant must submit legal descriptions, exhibits, easement documents, and the O&M Manual for the drainage facilities on the site to Development Engineering for review and approval. After the documents are approved by Development Engineering, the applicant is required to and get them recorded at the Clerk and Recorder's Office. The record number along with book and page number must be shown on the final plat. All necessary plats will be filed and recorded with the Adams County Clerk and Recorders office prior to the issuance of any Building Permit.

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Eng7; The developer is responsible for the repair or replacement of any broken or damaged section of public improvements.

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Name of Reviewer: Jen Rutter

Date: 02/02/2017

Email: jrutter@adcogov.org

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 02/03/2017

Email: aclark@adcogov.org

No Comment

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 02/28/2017

Email: gbarnes@adcogov.org

Complete

PLN01: The proposed preliminary plat is consistent with the County's Comprehensive Plan's future land use designation of urban residential in the area. As mentioned in your application, the request is also subject to the requirements of the Strasburg Plan.

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Commenting Division: ROW Review

Name of Reviewer: Marissa Hillje

Date: 02/28/2017

Email:

Resubmittal Required

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ROW10) Please include labels for each Block.

ROW11) Please provide explanation and or different description for Sheet 3.

COLORADO GEOLOGICAL SURVEY

1801 19th Street
Golden, Colorado 80401



Karen Berry
State Geologist

February 27, 2017

Greg Barnes
Adams County
Community & Economic Development Department
4430 S. Adams County Parkway, Suite W2000
Brighton, CO 80601

Location:
NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 33,
T3S, R62W of the 6th P.M.
39.7502, -104.3282

Subject: Blackstone Ranch, Filing 3 – Preliminary Plat
Project Number PLT2017-00002; Adams County, CO; CGS Unique No. AD-17-0014

Dear Mr. Barnes:

Colorado Geological Survey has reviewed the Blackstone Ranch Filing 3 preliminary plat referral. I understand the applicant proposes 163 residential lots on approximately 54.8 acres located southwest of 26th Avenue and Monroe Street within the overall Blackstone Ranch Subdivision in Strasburg. With this referral, I received a Request for Comments (February 7, 2017), an Explanation of the Request (undated), and preliminary plat (Kimley-Horn, January 10, 2017).

The site does not contain steep slopes, is not located within a flood hazard zone, is not undermined, and does not contain, nor is it exposed to, any identified geologic hazards that would preclude the proposed residential use and density. **CGS therefore has no objection to approval of the preliminary plat as proposed.** However, we have several comments:

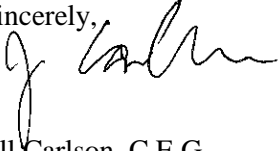
Collapsible soils. The site is underlain by relatively low density, low strength, eolian (wind-deposited) silts, clays and sands. Some of the soils are calcareous. Eolian soils, especially those containing soluble calcareous minerals, tend to be loose, fine-grained, and hydrocompactive, meaning they can lose strength, settle, compress, or collapse when water infiltrates the soils. Thick columns of compressible or collapsible soils can result in very significant settlement and structural damage. Alternatively, clay minerals and clayey pockets within the surficial soils may exhibit structurally damaging volume changes (shrink-swell) in response to changes in water content. Potentially highly expansive Denver Formation claystones and shales are present at unknown depths beneath the surficial soils. If claystone layers capable of producing high swell pressures are present within a few feet of foundation bearing depths, they can cause severe structural damage if not properly characterized and mitigated.

Lot-specific geotechnical investigations consisting of drilling, sampling, lab testing and analysis will be needed, once building locations have been finalized and prior to issuance of building permits, to: determine the thickness and extent to which the soils beneath each proposed home are subject to collapse under loading and/or wetting; characterize soil and bedrock engineering properties such as density, strength, water content, swell/consolidation potential and bearing capacity; determine depths to groundwater, bedrock, and any impermeable layers that might lead to development of a perched water condition; verify the feasibility of full-depth basements, if planned; and provide earthwork, foundation, floor system, subsurface drainage, and pavement recommendations for design purposes. It is imperative that grading, surface drainage, and subsurface drainage are correctly designed, constructed and maintained to prevent wetting of potentially collapsible soils in the immediate vicinity of foundation elements.

Greg Barnes
February 27, 2017
Page 2 of 2

Thank you for the opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Carlson". The signature is fluid and cursive, with a large initial "J" and "C".

Jill Carlson, C.E.G.
Engineering Geologist

Greg Barnes

From: deer east [deertraileastadams@gmail.com]
Sent: Thursday, February 23, 2017 10:36 AM
To: Greg Barnes
Subject: Re: FW: For Review: Blackstone Ranch, Filing 3 (PLT2017-00002)

We have no comments
Sheryl

On Thu, Feb 23, 2017 at 9:01 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

From: Greg Barnes
Sent: Tuesday, February 07, 2017 10:10 AM
To: Greg Barnes
Subject: For Review: Blackstone Ranch, Filing 3 (PLT2017-00002)

The Adams County Planning Commission is requesting comments on the following request:

Preliminary plat for a major subdivision to create 163 lots in the Residential-1-C zone district.

This request is located at approximately 1,100 feet southwest of the intersection of East 26th Avenue and Monroe Street. The Assessor's Parcel Number is 0181333100008. The legal description of the lot is attached to this letter.

Applicant Information: PaulsCorp, LLC, Brad Pauls, as authorized signatory

100 Saint Paul St, Ste. 300

Denver, CO 80206

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](tel:(720)523-6800) by 02/28/2017 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 <http://www.adcogov.org/planning/currentcases>. This case will be posted to the web site in a few business days.

Thank you for your review of this case.



Greg Barnes

Planner II, *Community and Economic Development*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway

1st Floor, Suite W2000A



Brooks Kaufman
Lands and Rights of Way Director

February 15, 2017

Greg Barnes
Adams County
Department of Planning and Development
4430 South Adams County Parkway
Suite W2000A
Brighton, Colorado 80601-8216

Re: BLACKSTONE FILING 3
Case No.: PLT2017-00002

Dear Mr. Barnes:

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 is requesting utility easements to accommodate the installation of rear-lot design for electric facilities in this project. A ten-foot (10') easement on all rear lot lines will be required. Further, a five-foot (5') utility easement along one (each side of side lot lines?) side of each lot line is required. Roof overhangs, cantilever bay or box windows, window wells, fireplaces with a maximum two-foot (2') encroachment, foundation counterforts (provided that the counterfort is constructed three feet (3') below the top of the foundation and at one-to-one slope from a point not more than one foot (1') from foundation wall, fences, landscaping with plant shrubs, woody plants, nursery stock or other crops and other architectural features may be located within these easements provided they do not interfere with the use of, obstruct the operation of, or access to said easement.

Sincerely,

A handwritten signature in black ink, appearing to read "Brooks Kaufman", written in a cursive style.

Brooks Kaufman
Lands and Rights-of-Way Director

February 16, 2017

Greg Barnes, Case Manager (*via email GJBarnes@adcogov.org*)
Adams County Department of Community and Economic Development
4430 South Adams County Parkway
Suite W2000A
Brighton, Colorado 80601

**Re: Comments on Blackstone Ranch Filing No. 3 – Case No. PLT2017-00002
Strasburg Sanitation and Water District**

Dear Mr. Barnes:

Our office represents the Strasburg Sanitation and Water District (“SSWD”), which is adjacent to Blackstone Ranch Filing No. 3 (“BSR III”). We are in receipt of Adams County’s Request for Comments dated February 7, 2017, and are writing to provide comments related to the BSR III subdivision proposal.

We understand that BSR III has received will-serve letters from Eastern Adams County Metropolitan District (“EACMD”) for future water and sanitation service. SSWD has an interest in ensuring the BSR III development receives sufficient service from EACMD. Failure by EACMD to provide sufficient service could result in a future strain on SSWD’s resources due to the proximity of SSWD’s infrastructure to BSR III.

We therefore request that the Adams County Planning Commission and its staff carefully review EACMD’s resources and its capacity to serve BSR III. If the Commission determines that such capacity is insufficient, we request that the Commission require modification of the proposed project to a size that can be sufficiently served by EACMD, or that the project be denied until EACMD and PaulsCorp, LLC provide sufficient proof that water and sanitation service will be sufficient.

Thank you for your consideration of SSWD’s concerns. Please feel free to contact our office with any questions.

Sincerely,

SETER & VANDER WALL, P.C.

Colin B. Mielke

cc: Board of Directors, Strasburg Sanitation and Water District
Tracy Griffin, District Administrator for Strasburg Sanitation
and Water District

{00267216}



February 16, 2017

Greg Barnes
Adams County
Community & Economic Development Department
4430 S Adams County Pkwy, Suite W2000
Brighton, CO 80601-8204

RE: Blackstone Ranch, Filing 3 Preliminary Plat
Project No. PLT2017-00002
TCHD Case No. 4265

Dear Mr. Barnes:

Thank you for the opportunity to review and comment on the Preliminary plat for a major subdivision to create 163 lots in Blackston Ranch Filing 3 located southwest of E 26th Ave and Monroe St. 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 no comments.

Please feel free to contact me at (720) 200-1585 or lbroten@tchd.org if you have any questions regarding TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Broten", is written over a light blue horizontal line.

Laurel Broten, MPH
Land Use and Built Environment Specialist
Tri-County Health Department

CC: Sheila Lynch, Monte Deatrich, TCHD

COLORADO/WYOMING DISTRICT
MANAGER POST OFFICE OPERATIONS
Area 3



January 24, 2017

Greg Barnes, Planner II
Community and Economic Development
4430 S. Adams County Parkway
1st Floor, Ste. W2000A
Brighton, CO 80601-8216

Dear Mr. Barnes:

The United States Postal Service has received a request from PaulsCorp, LLC, developer of the Blackstone Ranch subdivision in Strasburg, Colorado, to approve the location of the mailboxes for Phase 3 of the subdivision. The developer proposes to locate the mailboxes next to the existing mailboxes in the park that is north of East 24th Avenue at Adams Court.

The developer and/or owner have received approval for the location of the mailboxes by the United States Postal Service.

Sincerely,

Candace Gray
Postmaster
205 N Ash St
Bennett, CO 80102-9998
(303) 644-3436
candace.l.gray@usps.gov



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

February 24, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Blackstone Ranch Filing No. 3, Case # PLT2017-00002

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plat (site plan sheet) for **Blackstone Ranch Filing No. 3** 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

ROBERT L. TIBBALS, JR.
ATTORNEY AT LAW
6444 SOUTH QUEBEC STREET, SUITE 302
CENTENNIAL, COLORADO 80111

TELEPHONE 303-771-1913 ♦ MOBILE: 303-668-3991
E-MAIL: rltesq@hotmail.com

Exhibit 4.9 SPRD Comments

March 3, 2017

Adams County Community and Economic Development
4430 South Adams County Pkwy., 1st Floor, Suite W2000
Brighton, CO 80601

RE: Blackstone Ranch, Filing 3, (PLT2017-00002)

To Whom it May Concern:

These comments are submitted on behalf of the Board of Directors and Staff of the Strasburg Metropolitan Parks and Recreation District (the "District"), in response to a referral of request for comments on the above-described development:

1. This proposed development and its resultant population increase will put a significant strain upon existing park and recreation facilities in the area served by the District. Therefore, this third phase of the Blackstone Ranch Development should be considered on its own merits in determining the amount of local parks and recreation dedications or contributions of cash-in-lieu required of the Developer.

No credits should be given the Developer from previous dedications for earlier phases of this overall Development, particularly if the dedications involved areas granted to homeowner associations, which areas are maintained as "private parks" and thus not available for general public usage.

2. In addition, the overall increased impact upon existing public parks and recreation facilities, as well as recreation and fitness programs, mandates that the Developer should be held to the maximum cash-in-lieu dedication requirements for the impact upon local parks districts allowed under current Adams County zoning and development regulations.

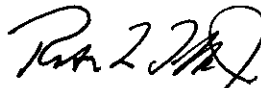
Since Blackstone Ranch, Filing 3 is an essentially new and heavy-impact development, there is no reason to permit aggregation or credit from earlier phases of this overall Development. Rather, this phase should stand alone in determining the total required local parks exactions under the Adams County Code, if the proposed use is to truly pay its own way in addressing the impacts it creates upon current taxpayers using parks and recreation facilities and programs in the Strasburg area.

Adams County Community and Economic Development
March 3, 2017
Page 2

3. Finally, strong consideration must be given to strict cash-in-lieu considerations as the District currently holds sufficient real property to carry out its functions. Dedication of additional land which cannot be developed or adequately maintained, provides no benefit to local citizens and does not offset any of the impacts created by this new phase of development.

If you have any questions or need additional information, please contact the Strasburg Metropolitan Parks and Recreation District office. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob L Tibbals Jr", written in a cursive style.

Robert L. Tibbals, Jr.
Attorney for
Strasburg Metropolitan Parks and Recreation District

cc: SMP&RD

Greg Barnes

From: Elizabeth Bradley [ebradley6905@gmail.com]
Sent: Monday, February 27, 2017 3:01 PM
To: Greg Barnes
Subject: Request for Comments - Black Stone Ranch Filing No. 3 (Case #PLT2017-00002)

We are providing comments regarding Blackstone Filing No. 3 for Case #PLT2017-00002 in Strasburg, Colorado.

We have been living in Strasburg for 7 years, with the past five in Blackstone Ranch. The first two years we lived in Coyote Ridge and saw tremendous growth, straining school and community resources. In addition, as housing became more populated there was an increase in traffic flow, speeds, and concerns for child safety.

We have again seen these same patterns in Blackstone Ranch, and have deep concerns on the volume of traffic, speed, and safety of children in the neighborhood. We requested a “Children Present” sign in Coyote Ridge, which was met with a small sign straight upon entrance to East 24th Avenue. We lived on the corner of Ance Street and there was no slowing of speeds, and great safety concerns. **Speed concerns in neighborhoods MUST be addressed at a larger level.** These fears are compounded in Blackstone Ranch with the thought of lengthening streets, with few required stops. *Signs do not help people slow down.*

We do not advocate for additional housing to be built in this area for the following reasons:

- School resources already limited with current population
- Theft and vandalism is already on the rise ***Please pull local police reports***
- Safety of children crossing the street or going to bus stop
- Limited resources

We do not advocate for ANY additional building of homes into this small community. You are tapping our resources and creating an environment that is no longer safe for our children to grow up in.

Sincerely,

Elizabeth and Dean Bradley

Blackstone Ranch

720-988-3509

Greg Barnes

From: Marti Corley [MCorley@ccbuildersinc.com]
Sent: Monday, February 27, 2017 9:56 PM
To: Greg Barnes
Subject: Blackstone Filing No.3

Mine and my neighbors concerns are the following.

1. What is Paul's bros. going to do for Water for 200+ homes they will be building over the next year with filing 2 (Now under way) and purposed filing 3. I live in filing one and our water pressure was affected when the new water line was installed for filing 2. I have no idea how big the water main is that services the existing Blackstone Ranch and Coyote Ridge developments, Please forward that information to me along with water plans for filing 3
2. The other concerns are no green belts, or parks and all the traffic bottle necked to exit on 24th St. Or Wagner, You would have to want to go out of you way to use 26th St. as a means of egress

Consideration should be given to other southerly exit possibly 23rd to Monroe along with extending West Rd and Aspen St. or a combination of West Rd. intersecting Aspen St at the southwest corner of the development as the flow of traffic is toward downtown Strasburg or I -70. At present we have two entrances and exits (24th & Wagner) and your allowing an additional 200 + homes to be built with no thought to egress, traffic flow ,or safety

I'm hoping you will give our concerns much consideration, as your decisions will impact the safety and wellbeing of several hundred tax payers when all these homes are completed.

Regards & Thanks

Marti Corley

719-491-5889

mcorley@ccbuildersinc.com

Greg Barnes

From: CATHY DE*WOLF [CDEWOLF2005@msn.com]
Sent: Tuesday, February 28, 2017 11:15 AM
To: Greg Barnes
Cc: Scott DeWolf
Subject: Blackstone Ranch F3 / PLT2017-00002

Adams County Planning Commission,

Thank you for the opportunity to comment on the Preliminary Plat for the 163 lots in Blackstone Ranch Filing 3. I realize that some of my comments may need to be directed to the HOA however, I do feel they affect the current builder and wanted these to be considered in your review.

Comments/Questions/Concerns:

1) Detention/Drainage area located at the Southwest corner of Strasburg Road and E 26th Ave.

This detention/drainage area has become a mosquito habitat during the season. As home owners this is bothersome and quite dangerous for our grandchildren who are allergic to mosquitoes. With the 43 new homes in Filing 2 (currently being constructed), the 163 homes planned in Filing 3 and the drainage that slopes to this detention/drainage area I have growing concerns of what can and will be done to prevent or alleviate stagnant water making it a mosquito breeding ground.

2) Utilities & Drainage - Is there enough of a water source and for how long? Can we get the drainage to drain to a place other than the above mentioned SW corner of 26th & Strasburg?

3) Current Park area in Filing 1 - Is it sufficient for over 200 homes?

4) Trails / Pathway around the community - Is there enough people path & trail area, that will be maintained, for homeowners to utilize without having to cross Strasburg Road?

5) Existing roads in Filing 1 - Will the existing roads in Filing 1 be re-paved once Filing 2 & 3 is complete? Utility pipe was installed for Filing 2 at the 24th Street entrance and there was a lot of initial construction traffic (later was re-directed to the 26th Ave entrance) however the roads may be in need of work due to the construction traffic and pipe installation.

Thanks for your time and consideration.

Cathy DeWolf
2490 Adams Street
Strasburg CO 80136

From: Smith, Luciana [Luciana.Smith@ucdenver.edu]
Sent: Monday, February 27, 2017 2:49 PM
To: Greg Barnes
Subject: Request for Comments - Blackstone Filing No. 3 (Case # PLT2017-00002)

We are providing comments regarding Blackstone Filing No. 3 for Case #PLT2017-00002 in Strasburg, Colorado.

We have been living in Strasburg for 12 years, with the past four in Blackstone Ranch. The first eight years we lived in Coyote Ridge and saw tremendous growth, straining school and community resources. In addition, as housing became more populated there was an increase in traffic flow, speeds, and concerns for child safety.

We have again seen these same patterns in Blackstone Ranch, and have deep concerns on the volume of traffic, speed, and safety of children in the neighborhood. We requested a “Children Present” sign in Coyote Ridge, which was met with a small sign straight upon entrance to East 24th Avenue. We lived three houses in on East 24th Avenue and there was no slowing of speeds, and great safety concerns. **Speed concerns in neighborhoods MUST be addressed at a larger level.** These fears are compounded in Blackstone Ranch with the thought of lengthening streets, with few required stops. ***Signs do not help people slow down.***

We do not advocate for additional housing to be built in this area for the following reasons:

- School resources already limited with current population
- Theft and vandalism is already on the rise ***Please pull local police reports***
- Safety of children crossing the street or going to bus stop
- Limited resources

We do not advocate for ANY additional building of homes into this small community. You are tapping our resources and creating an environment that is no longer safe for our children to grow up in.

Sincerely,

Luciana and Howard Smith
Blackstone Ranch
303-725-7275

Greg Barnes

From: Derek Todd PE [dwtoddpe@outlook.com]
Sent: Tuesday, February 28, 2017 11:02 PM
To: Greg Barnes
Subject: Blackstone Filing No.3 Case No. PLT2017-00002

Mr. Barnes,

Thank you for the opportunity to submit comments on the proposal for the preliminary plat of 163 lots.

A little background first. I purchased one of the last new homes built in phase one of referenced Blackstone Ranch subdivision since the lots were much larger than Coyote Ridge subdivision to the east of Strasburg Rd. built by the same applicant which had too many two story homes in my opinion. All 43 homes in Blackstone Ranch phase 1 are ranch style homes. And I was led to believe during my negotiation with the applicant to purchase my home that once construction resumed in Blackstone Ranch the lot size and ranch style homes would continue to be built. To this date the original Blackstone Ranch full layout is shown on the internet with satellite photography of the streets and cul-de-sacs which was done in phase 1 grading. Unfortunately that's not happening. It now appears that the original density in phase 1 is increasing considerably ~3:1.

I was unaware of the phase 2 approval which evidently included hauling in 64,000 cubic yards of dirt. I did go to a HOA meeting which included the applicant where they stated the decreasing of lot size of phase 2 would increase the value of the existing 43 ranch style homes built, taken with a grain of salt. We were also told that the developing of phase 2 would not impact the phase 1 existing homes. They explained that all associated equipment, trucks, contractors, and etc. would access phase 2 site via the third access point west of Strasburg Rd. off 26th Ave. and would put up signage for implementation. That never happened during the phase 2 site grading infrastructure work. It wasn't until after grading and infrastructure completion that the CDOT signage went up only at the phase 2 points of street connection with phase 1 blocked access into phase two area. Just about every day for nine months tractor trailers loaded with heavy excavation equipment, tractor trailers loaded with dirt, fully loaded concrete trucks, fully loaded blacktop dump trucks, contractors and their crews utilized the main entrance and 1st access point west of Strasburg Rd. coming through the phase 1 residential streets that are weight restricted but neglected by the construction team. When I questioned this with the county building department and applicant representative I received odd answers.

Comments:

1. Will the county ensure the permitting process is followed, implemented and ENFORCED for limiting where the associated construction team will and will Not have access (mainly no access to phase 1) by CDOT approved signage with the county enforcing it via county inspectors and engineers?
2. Will the county ensure dirt and dust mitigation enforcement during phase 3?
3. Will the county provide a liaison POC for phase 1 neighbors during phase 3 new grading and infrastructure to resolve problems when they arise? Note the HOA current board mainly consists of the applicant and respective employees.
4. Will the county ensure and enforce contractor trash and construction debris limited to phase 3 area? Note I'm one of the farthest owners from phase 2 area and continuously have to pick up garbage and construction debris that the winds blow onto my lot.
5. I do not concede to the two story homes that will block the views we now have of downtown Strasburg, mountains, farm land, and open space.
6. I do not concede to the reduced lot size to the county's required minimum size.

Best Regards,

Derek W. Todd, P.E.



Request for Comments

Case Name: Blackstone Filing No. 3
Case Number: PLT2017-00002

February 7, 2017

Adams County Planning Commission is requesting comments on the following request:

Preliminary plat for a major subdivision to create 163 lots in the Residential-1-C zone district.

This request is located at approximately 1,100 feet southwest of the intersection of East 26th Avenue and Monroe Street. The Assessor's Parcel Number is 0181333100008. The legal description of the lot is attached to this letter.

Applicant Information: PaulsCorp, LLC
Brad Pauls, as authorized signatory
100 Saint Paul St, Ste. 300
Denver, CO 80206

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 02/28/2017 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.

Thank you for your review of this case.

Greg Barnes
Case Manager



Referral Listing
Case Number PLT2017-00002
Blackstone Filing No. 3

Agency	Contact Information
Adams County	Planning Addressing PLN 720.523.6800
Adams County Construction Inspection	PWCI . PWCI 720-523-6878
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County Treasurer: Send email	Adams County Treasurer bgrimm@adcogov.org 720.523.6376
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-508-3724 720-245-0029 brandyn.wiedrich@centurylink.com
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLO DIV OF WATER RESOURCES	Joanna Williams OFFICE OF STATE ENGINEER 1313 SHERMAN ST., ROOM 818 DENVER CO 80203 303-866-3581 joanna.williams@state.co.us
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

AgencyContact Information

COLORADO GEOLOGICAL SURVEY

Jill Carlson
1500 Illinois Street
Golden CO 80401
303-384-2643 303-384-2655
CGS_LUR@mines.edu

Colorado Geological Survey: CGS_LUR@mines.edu

Jill Carlson
Mail CHECK to Jill Carlson
303-384-2643 303-384-2655
CGS_LUR@mines.edu

COMCAST

JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260
303-603-5039
thomas_lowe@cable.comcast.com

COUNTY ATTORNEY- Email

Christine Francescani
CFrancescani@adcogov.org
6884

EAST ADAMS SOIL CONSERVATION

SHERYL WAILES
133 W BIJOU AVE.
BYERS CO 80103
303-822-5257 x 101
sheryl.wailes@nacdn.net

Engineering Department - ROW

Transportation Department
PWE - ROW
303.453.8787

Engineering Division

Transportation Department
PWE
6875

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

STRASBURG FIRE PROTECTION DIST #8

GERRI VENTURA
PO BOX 911
STRASBURG CO 80136
303-622-4814
stfiredist8@netecin.net

STRASBURG PARKS AND REC DIST.

TORRI SCHULTZ
P.O. BOX 118
STRASBURG CO 80136
(303) 622-4260
tori@strasburgparks.org

STRASBURG SCHOOL DISTRICT 31J

Monica Johnson
56729 E Colorado Ave
STRASBURG CO 80136
303-622-9211
mjohnson@strasburg31j.org

Strasburg Water & Sanitation Dist

Sheila Cooper
PO Box 596
Strasburg CO 80136
303-622-4443

TRI-COUNTY HEALTH DEPARTMENT

MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022
(303) 288-6816
mdeatrich@tchd.org

TRI-COUNTY HEALTH DEPARTMENT

Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111
720-200-1571
landuse@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org
.

UNITED STATES POST OFFICE

MARY C. DOBYNS
56691 E COLFAX AVENUE
STRASBURG CO 80136-8115
303-622-9867
mary.c.dobyns@usps.gov

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

Exhibit 6.3 Property Owner Notification List

ACOSTA CONRAD WALDO III
56585 E 25TH AVE
STRASBURG CO 80136-7531

CRITES BRIAN L
56730 E 25TH AVE
STRASBURG CO 80136-7532

BIBEAU CHARLES R AND
BIBEAU GERYL L
56280 E 28TH COURT
STRASBURG CO 80136

DEINES DEBRA
2380 ADAMS CT
STRASBURG CO 80136-7540

BLACKSTONE RANCH HOMESOWNERS ASSOCIATION
3855 LEWISTON ST SUITE 100
AURORA CO 80011

DELANEY STEPHEN E AND
DELANEY LORI A
PO BOX 894
STRASBURG CO 80136-0894

BRADLEY ELIZABETH L
56548 E 24TH PL
STRASBURG CO 80136-7528

DEWOLF SCOTT AND
DEWOLF CATHY
2490 ADAMS ST
STRASBURG CO 80136-7539

BURR DOUGLAS B
2340 ADAMS CT
STRASBURG CO 80136-7540

EASTERN SLOPE HOUSING
56175 SUNSET AVE
STRASBURG CO 80136-0557

CAMPBELL JAMES P AND
CAMPBELL DEBRA A
56675 E 25TH AVE
STRASBURG CO 80136-7530

EASTWOOD RYAN J AND
EASTWOOD KELLI J
56745 E 25TH AVE
STRASBURG CO 80136-7529

COOK ERICK
56594 E 24TH AVE
STRASBURG CO 80136-7523

ELGIN HENRY AND
ELGIN DARLENE
56635 E 25TH AVE
STRASBURG CO 80136-7530

COOPER LINDA C
2470 ADAMS ST
STRASBURG CO 80136-7539

ENGELBRECHT RUSSELL R
2024 STRASBURG ROAD
STRASBURG CO 80136

CORLEY MARTIN W AND
CORLEY LINDA J
2371 ADAMS CT
STRASBURG CO 80136-7540

FERREL STEPHEN AND
FERREL LAURIE
2351 ADAMS CT
STRASBURG CO 80136-7540

CRAWFORD THOMAS M AND
CRAWFORD DEBORAH K
56591 E 24TH AVE
STRASBURG CO 80136-7524

FIELDS ELIZABETH E
56644 E 24TH AVE
STRASBURG CO 80136

HAUN ROBERT AND
HAUN MARGARET D
56734 E 24TH AVE
STRASBURG CO 80136

JANISH JOSHUA
1966 ASPEN STREET
STRASBURG CO 80136-0251

HIGGINS WILLIAM H AND
HIGGINS RAMONA L
PO BOX 33
STRASBURG CO 80136-0033

JOHNSON DAYMON AND
JOHNSON DANA A
2450 ADAMS ST
STRASBURG CO 80136-7539

HILLARD JOHN R
56598 E 24TH PL
STRASBURG CO 80136-7528

MARRERO MICHAEL A
56555 E 25TH AVE
STRASBURG CO 80136-7531

HOHNHOLT DENNIS K AND
HOHNHOLT JUDITH M
1986 ASPEN ST
STRASBURG CO 80136

MARTIN NIELS L AND
MARTIN JANICE A
56680 E 25TH AVE
STRASBURG CO 80136-7533

HOLDSWORTH JUSTIN AND
HOLDSWORTH MISTY
56770 E 25TH AVE
STRASBURG CO 80136-7532

MATHIS CONNIE
56640 E 25TH AVE
STRASBURG CO 80136-7533

HOUSDEN RICHARD JOHN JR AND
HOUSDEN RHONDA KAYE
56773 E 24TH PL
STRASBURG CO 80136-7535

MCCAMMOND DEBRA A
1984 LONG BRANCH ST
STRASBURG CO 80136-7830

HULL PAULA
56400 E 28TH AVE
STRASBURG CO 80136-8007

MLECHICK ROBERT D AND
MLECHICK LAURI B
2320 ADAMS CT
STRASBURG CO 80136-7540

HUMBERT EUGENE I AND HUMBERT PATRICIA A
AND HUMBERT SEANDRA
56360 E 28TH CT
STRASBURG CO 80136-8036

MOREHEAD GARY I AND
MOREHEAD DIANA L
56352 SUNSET AVE
STRASBURG CO 80136

HURD ANTHONY
1963 BURTON ST
STRASBURG CO 80136-7806

NEUMANN RICHARD JR
56561 E 24TH AVE
STRASBURG CO 80136-7524

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
PO DRAWER A
SEDALIA CO 80135

NORDLOH JAY H AND
VICKREY JOLENE R
56684 E 24TH AVE
STRASBURG CO 80136-7527

O LEARY MARC AND
O LEARY JESSICA
2360 ADAMS CT
STRASBURG CO 80136-7540

SIMONES PAUL N AND
SIMONES KELLEY M
56641 E 24TH AVE
STRASBURG CO 80136-7525

PAULS DEVELOPMENT EAST LLC
270 SAINT PAUL ST STE 300
DENVER CO 80206-5133

SMITH HOWARD A AND
SMITH LUCIANA M
56643 E 24TH PL
STRASBURG CO 80136-7536

PAULSCORP LLC
100 SAINT PAUL ST STE 300
DENVER CO 80206-5107

SPOONER MICHAEL W
56725 E 25TH AVE
STRASBURG CO 80136-7529

PEREZ RAMUNDO A AND
PEREZ TRACY L
56564 E 24TH AVE
STRASBURG CO 80136

SPRINKLE RANDY AND
SPRINKLE NANCY
56683 E 24TH PL
STRASBURG CO 80136-7536

PFEIFFER LYNDA SUE AND
PFEIFFER PAUL E
56701 E 28TH AVE
STRASBURG CO 80136

STOEN LAURA AND
STOEN ERIC C
56568 E 24TH PL
STRASBURG CO 80136-7528

PLAVEN LOUISE S
56593 E 24TH PL
STRASBURG CO 80136-7537

STRASBURG COMMUNITY
PARK AND RECREATION DIST
1932 BURTON ST
STRASBURG CO 80136

RIED LOUIS JR
203 HOOVER AVE
LOUISVILLE CO 80027-2166

STRASBURG COMMUNITY CHURCH
PO BOX 556
STRASBURG CO 80136

SCHOOL DIST NO.31
56729 COLORADO AVE
STRASBURG CO 80136-7809

STRASBURG METROPOLITAN PARKS AND
RECREATION DIRSTRIC
1932 BURTON ST
STRASBURG CO 80136

SCHOOL DIST NO.31
PO BOX 207
STRASBURG CO 80136-0207

STRASBURG PARK AND RECREATION DISTRICT
1932 BURTON ST
STRASBURG CO 80136-7826

SHARFF TIMOTHY AND
SHARFF ALISA
56681 E 24TH AVENUE
STRASBURG CO 80136

STRASBURG SCHOOL DISTRICT 31J
PO BOX 207
STRASBURG CO 80136

STRASBURG WATER AND
SANITATION DIST
7400 E ORCHARD RD STE 3300
GREENWOOD VILLAGE CO 80111-2545

YEOMAN DUSTIN A/EDWIN B/KERRIE M
2840 WAGNER ST
STRASBURG CO 80136-8009

TAPPARO KENNETH L AND
TAPPARO LORI A
56560 E 25TH AVE
STRASBURG CO 80136-7534

YUAN RUI
56590 E 25TH AVE
STRASBURG CO 80136-7534

TAYLOR NANCY P AND
TAYLOR WILLIAM D
56275 E 28TH CT
STRASBURG CO 80136-8060

ZHOU YONG N
56733 E 24TH PL
STRASBURG CO 80136-7535

TODD DEREK
56795 E 25TH AVE
STRASBURG CO 80136-7529

TRUJILLO EDWARD SABINO JR
56765 E 25TH AVE
STRASBURG CO 80136-7529

URBIES FARM TRUST
PO BOX 115
ILIFF CO 80736-0115

VALENCIA MYRNA AND
VALENCIA RAUL
2331 ADAMS CT
STRASBURG CO 80136-7540

VAN CLEAVE THOMAS L AND
VAN CLEAVE LA VONNE
1985 LONGBRANCH ST
STRASBURG CO 80136-7831

WELLER DIANNA K
56688 E 24TH PL
STRASBURG CO 80136-7538

WILMES PHILIP STEPHEN AND
WILMES DE ANNA LYNN
56563 E 24TH PL
STRASBURG CO 80136-7537

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: Blackstone Ranch, Filing No. 3
Case Number: PLT2017-00002
Planning Commission Hearing Date: 10/26/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date: 11/14/2017 at 9:30 a.m.

September 18, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **Preliminary plat for a major subdivision to create 163 lots in the Residential-1-C zone district.**

The proposed use will be Residential. This request is located approximately 2,000 feet southwest of the intersection of Strasburg Road and East 26th Avenue on 58.3 acres. The Assessor's Parcel Number is 0181333100008. The legal description of the property is attached.

Applicant Information: PAULSCORP LLC
BRAD PAULS AS ATHORIZED SIGNATORY
100 SAINT PAUL ST, STE 300
DENVER, CO 80206

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.

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

LEGAL DESCRIPTION
BLACKSTONE RANCH FILING NO. 3

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 33 AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO BEAR NORTH 89°17'10" EAST, A DISTANCE OF 2,613.96 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTH LINE, NORTH 89°17'10" EAST, A DISTANCE OF 1423.25 FEET TO THE WESTERLY BOUNDARY OF BLACKSTONE RANCH FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 20060607000583540 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°42'50" EAST, A DISTANCE OF 351.07 FEET;
2. NORTH 89°17'10" EAST, A DISTANCE OF 26.38 FEET;
3. SOUTH 00°42'50" EAST, A DISTANCE OF 353.00 FEET TO THE NORTHERLY BOUNDARY OF BLACKSTONE RANCH FILING NO. 2-A AS RECORDED UNDER RECEPTION NO. 2016000035452, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARIES OF SAID PLAT OF BLACKSTONE RANCH FILING NO. 2-A THE FOLLOWING FOURTEEN (14) COURSES:

1. SOUTH 89°17'10" WEST, A DISTANCE OF 178.32 FEET;
2. SOUTH 00°42'50" EAST, A DISTANCE OF 101.00 FEET;
3. SOUTH 89°17'10" WEST, A DISTANCE OF 43.19 FEET;
4. SOUTH 00°42'50" EAST, A DISTANCE OF 50.00 FEET;
5. SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;
6. SOUTH 00°27'21" EAST, A DISTANCE OF 162.00 FEET;
7. SOUTH 44°24'54" WEST, A DISTANCE OF 28.35 FEET;
8. SOUTH 00°27'21" EAST, A DISTANCE OF 50.00 FEET;
9. SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;
10. THENCE SOUTH 00°27'21" EAST, A DISTANCE OF 162.00 FEET;
11. SOUTH 44°24'55" WEST, A DISTANCE OF 28.35 FEET;
12. SOUTH 00°27'22" EAST, A DISTANCE OF 50.00 FEET;
13. SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;

14. SOUTH 00°27'21" EAST, A DISTANCE OF 162.00 FEET TO THE WESTERLY BOUNDARY OF BLACKSTONE RANCH FILING NO. 2-B AS RECORDED UNDER RECEPTION NO. 2016000045767, IN SAID RECORDS ;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 44°24'54" WEST, A DISTANCE OF 28.35 FEET;
2. SOUTH 00°27'21" EAST, A DISTANCE OF 50.00 FEET;
3. SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;
4. SOUTH 00°27'21" EAST, A DISTANCE OF 166.39 FEET TO THE NORTHERLY BOUNDARY OF ENGLEBRECHT SUBDIVISION FILING NO. 1 AS RECORDED UNDER RECEPTION NO. C0987100, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89°02'41" WEST, A DISTANCE OF 1,257.85 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE DEPARTING SAID NORTHERLY BOUNDARY ALONG SAID WEST LINE, NORTH 00°16'13" WEST, A DISTANCE OF 1,802.81 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 54.795 ACRES, (2,386,852 SQUARE FEET), MORE OR LESS.

DEREK S. BROWN, PLS 38064
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO. 80122
303-713-1898

PUBLICATION REQUEST

Exhibit 6.5 Newspaper
Publication Request

Blackstone Filing No. 3

Case Number: PLT2017-00002
Planning Commission Hearing Date: 10/26/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date: 11/14/2017 at 9:30 a.m.

Request: Preliminary plat for a major subdivision to create 163 lots in the Residential-1-C zone district.

Location: Approximately 2,000 feet southwest of the intersection of East 26th Avenue and Strasburg Road,

Parcel Number: 0181333100008

Case Manager: Greg Barnes

Case Technician: Megan Ulibarri

Applicant: BRAD PAULS AS AUTHORIZED SIGNATORY 303-371-9000
100 SAINT PAUL ST, STE 300
DENVER, CO 80206

Owner: PAULSCORP LLC
100 SAINT PAUL ST STE 300
DENVER, CO 802065107

Representative: ERIC GUNDERSON
KIMLEY HORN
4582 S. ULSTER ST., STE. 1500
DENVER, CO 80237

Legal Description:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33,
TOWNSHIP 3
SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS,
STATE OF
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13. SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;

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1/9/2017

Page 2 of 2

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THENCE DEPARTING SAID NORTHERLY BOUNDARY ALONG SAID WEST LINE, NORTH 00°16'13"

WEST, A DISTANCE OF 1,802.81 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 54.795 ACRES, (2,386,852 SQUARE FEET), MORE OR LESS

CERTIFICATE OF POSTING



I, **J. Gregory Barnes** do hereby certify that I posted the property at

1300 feet west of 26th Avenue & Strasburg Road

on September 26, 2017

in accordance with the requirements of the Adams County Zoning Regulations

J. Gregory Barnes

Blackstone Ranch, Filing 3

PLT2017-00002

SW of 26th Avenue & Strasburg Rd.

November 14, 2017

Board of County Commissioners Public Hearing
Community and Economic Development Department

Case Manager: Greg Barnes



Request

Preliminary Plat for Major Subdivision to create
163 lots on 54 acres

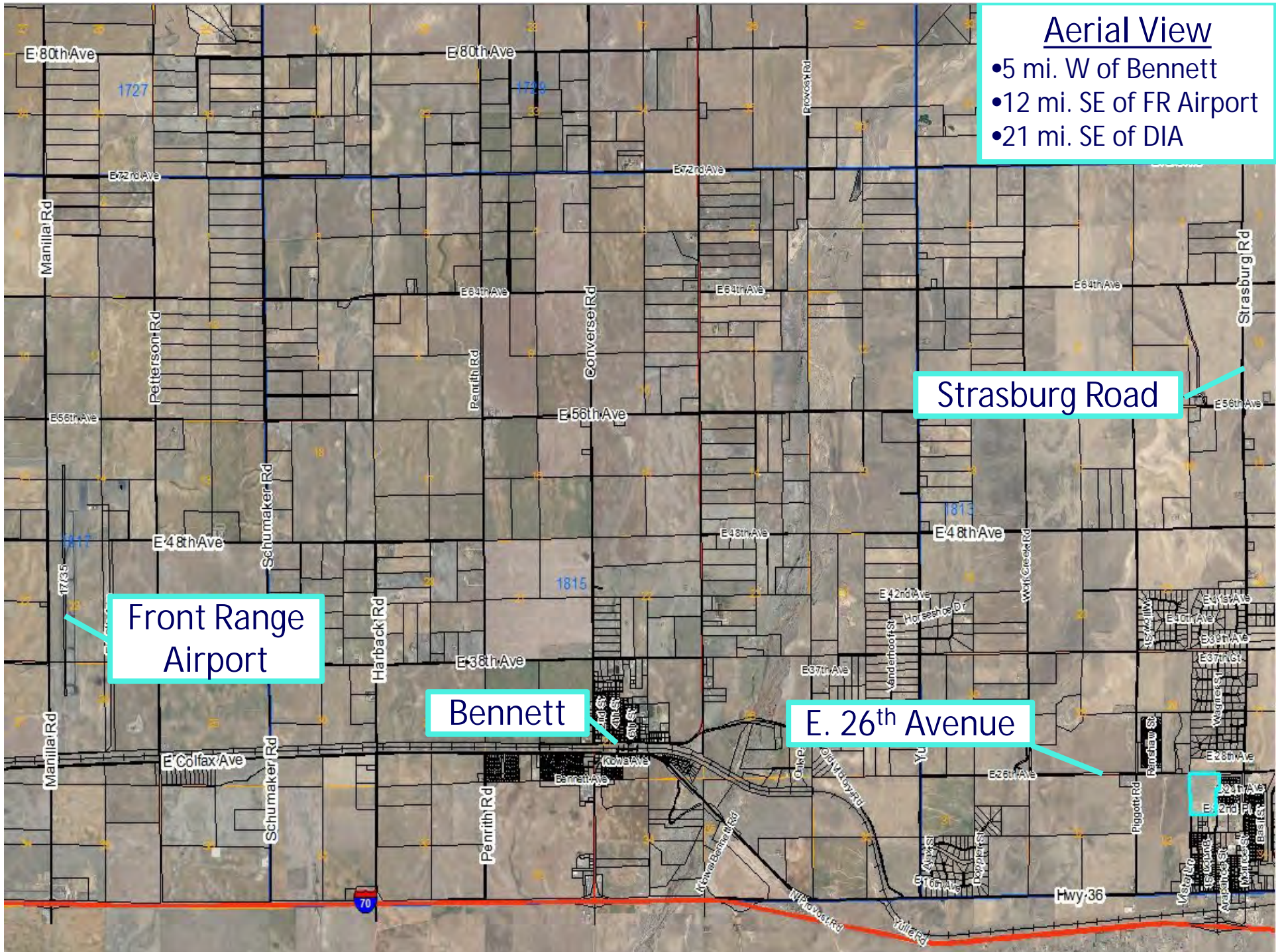
Background

Blackstone Ranch Subdivision

- Filing 1: 43 lots (2006)
- Filing 2: 76 lots (2016)

Aerial View

- 5 mi. W of Bennett
- 12 mi. SE of FR Airport
- 21 mi. SE of DIA

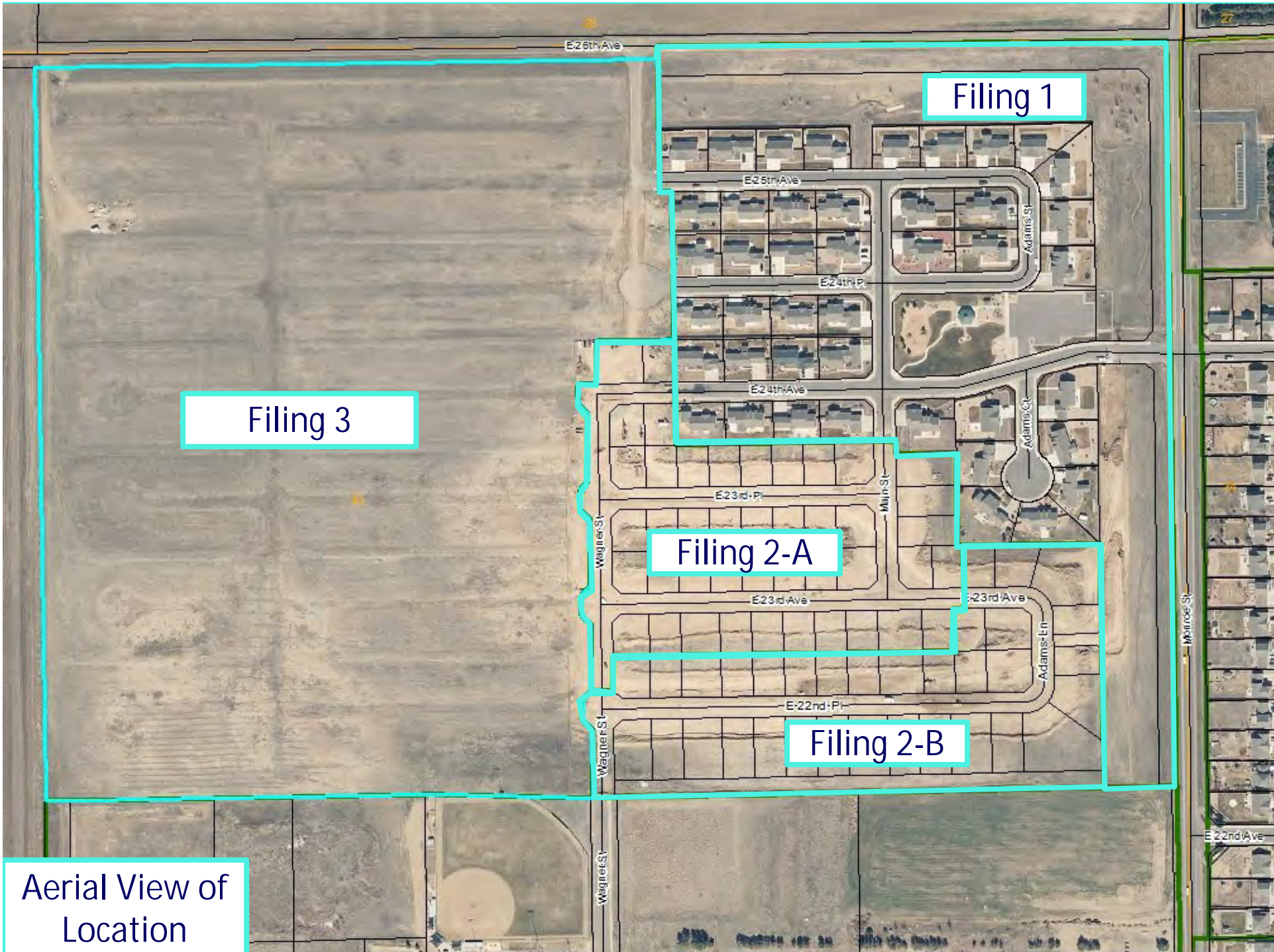


Front Range
Airport

Bennett

E. 26th Avenue

Strasburg Road



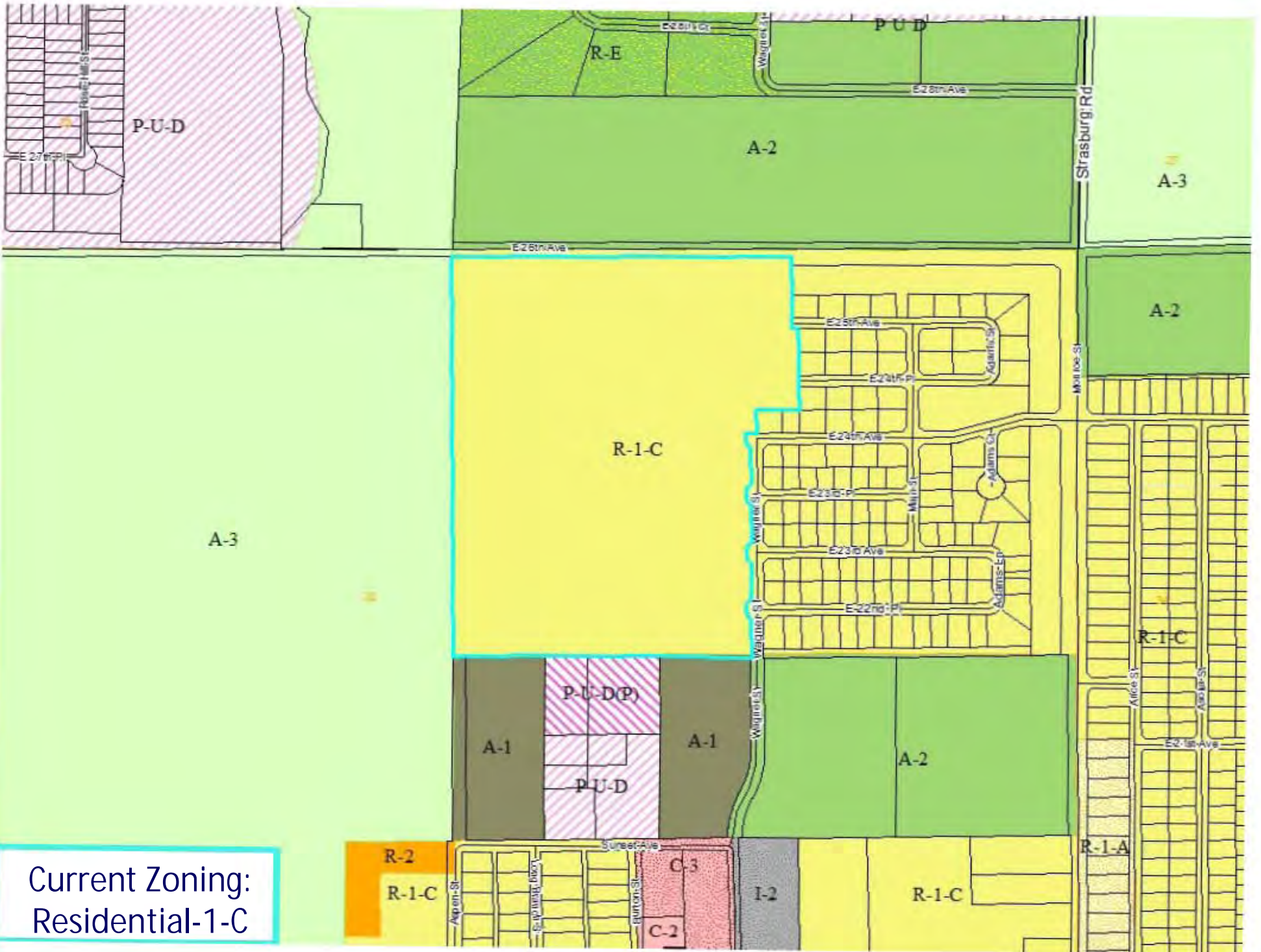
Filing 1

Filing 3

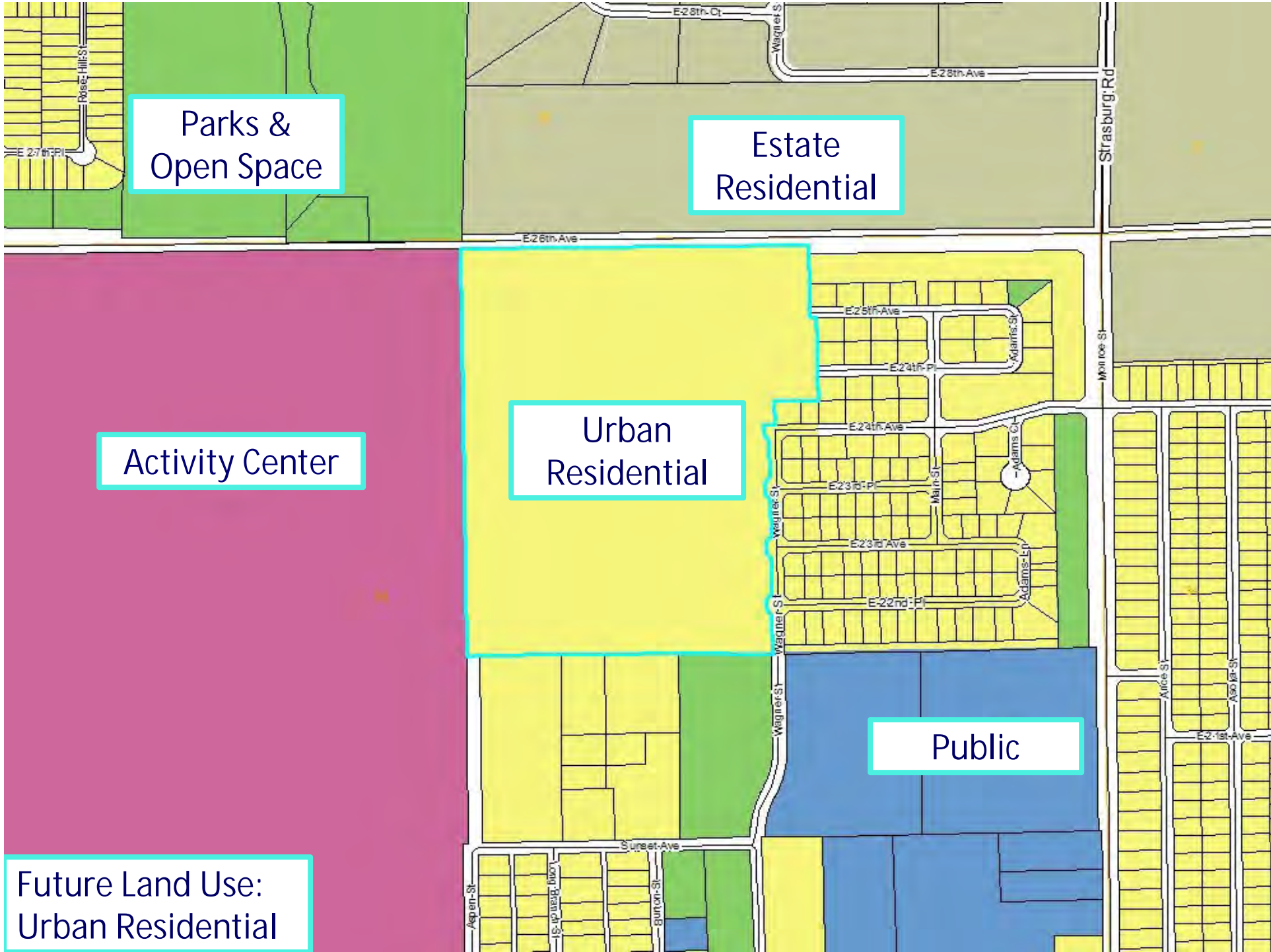
Filing 2-A

Filing 2-B

Aerial View of Location



Current Zoning:
Residential-1-C



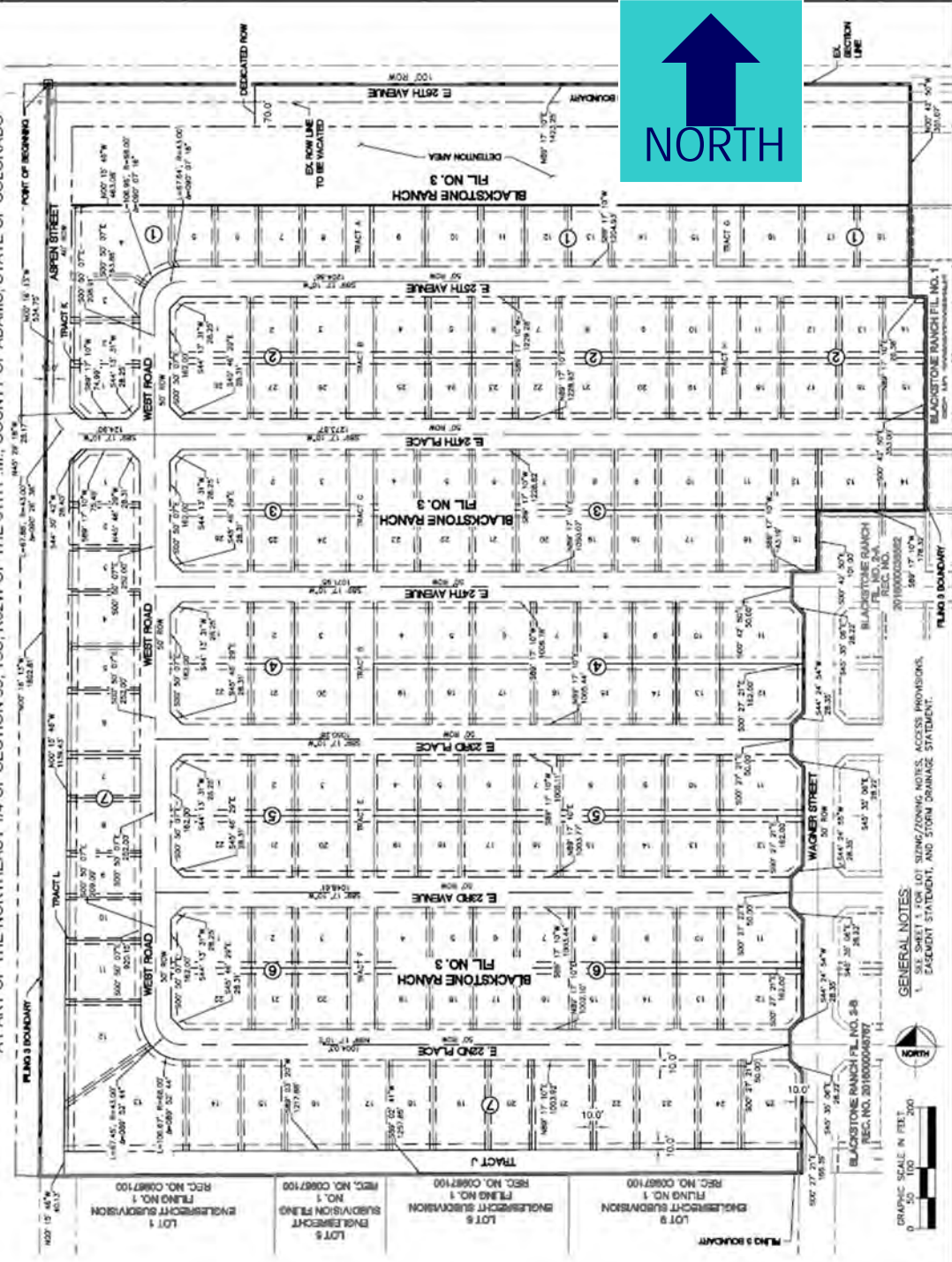
Criteria for Major Subdivision Preliminary Plat Approval

Section 2-02-17-03-05

1. Consistent with Comprehensive Plan
2. Consistent with Development Standards
3. Conforms to Subdivision Design Standards
4. Sufficient Water Supply
5. Established Sewage Disposal
6. Identified Soil & Topographical Issues
7. Adequate Drainage Improvements
8. Conforms to Density Standards
9. Compatible & Harmonious to Surrounding Area

BLACKSTONE RANCH FILING NO. 3
PRELIMINARY PLAT

A PART OF THE NORTHEAST 1/4 OF SECTION 33, T3S, R62W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO



Proposed Preliminary Plat

- 163 single-family residential lots
- Continues existing road network

Development Standards

R-1-C Zone District

- Minimum Lot Size:
 - 7,500 sq ft (corner)
 - 7,000 sq ft (internal)
- Minimum Lot Width:
 - 70 ft (corner)
 - 65 ft (internal)

Analysis

- Water & Sewer:
 - Provided by East Adams County Water District
- Electric Service:
 - Provided by Intermountain Rural Electric Association

Strasburg Plan

- Adopted in 2002
- Projects Population to 12,000 residents in 2020
- Creation of 4,500 housing units
- Encourages Urban Residential Development
- Commercial Enhancements
- Population limited after build-out









Referral Period

Notices Sent	Comments Received
73	5

1,000 foot referral distance

Public comment: Traffic, Water Availability, Architectural Compatibility, Increased Demand on Parks

No objections: External Referral Agencies

PC Update

- Public Hearing: October 26, 2017
- Concerns
 - Block Length
 - Traffic Calming Devices

Staff Recommendation

- Consistent with Comprehensive Plan, Strasburg Plan
- Compliant with Design Standards
- Compatible with surrounding area
- Water, Sewage, & Electric Service Provided

Approval of the preliminary plat (PLT2017-00002 – Blackstone Ranch, Filing 3) with 9 findings-of-fact, 6 conditions, and 1 note

Recommended Findings-of-Fact

1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is consistent with the purposes of these standards and regulations.
3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
4. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
5. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.

Recommended Findings-of-Fact

6. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.

Recommended Findings-of-Fact

9. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
 - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
 - e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

Recommended Conditions

1. The applicant shall submit to Adams County Development Services a final drainage analysis and report for review and approval with any application for a final plat.
2. The applicant shall submit to Adams County Development Services a final traffic impact study for review and approval with any application for a final plat.
3. A Subdivision Improvement Agreement and collateral shall be submitted with the final plat application.
4. Public Land Dedication (PLD) fees shall be submitted with any application for a final plat.
5. Prior to or with the final plat, the applicant shall address all the comments and concerns from the Adams County Right-of-Way Section regarding final plat document requirements.
6. All utilities shall be located underground pursuant to the Adams County Development Standards and Regulations.

Recommended Note

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: PLT2017-00007

CASE NAME: COMANCHE VISTA ESTATES, FILING 3

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- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

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- 3.1 Applicant Written Explanation
- 3.2 Applicant Preliminary Plat

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (Adams County)
- 4.2 Referral Comments (Colorado Geologic Survey)
- 4.3 Referral Comments (East Adams Soil Conservation)
- 4.4 Referral Comments (IREA)
- 4.5 Referral Comments (Strasburg Parks & Recreation)
- 4.6 Referral Comments (TCHD)
- 4.7 Referral Comments (Xcel)

EXHIBIT 5- Citizen Comments

- 5.1 Citizen Comments (Russell)

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Referral Agency Labels
- 6.3 Property Owner Labels
- 6.4 Public Hearing Notification
- 6.5 Newspaper Publication
- 6.6 Certificate of Posting



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
STAFF REPORT**

Board of County Commissioners

November 14, 2017

Case No.: PLT2017-00007	CASE NAME: Comanche Vista Estates, Filing 3
--------------------------------	--

Owner's Name:	Kenneth Newby
Applicant's Name:	Kenneth Newby
Applicant's Address:	P.O. Box 830, Bennett, CO 80102
Location of Requests:	Northwest of the intersection of Headlight Mile Road & E. 44 th Avenue.
Parcel #:	0181323200006
Nature of Requests:	Major Subdivision Preliminary Plat for 5 lots
Zone District:	Comanche Vista Estates Planned Unit Development (PUD)
Site Size:	25.8 acres
Proposed Uses:	Single-Family Residential
Existing Use:	Vacant
Hearing Date(s):	PC: October 26, 2017 / 6:00 p.m. BoCC: November 14, 2017 11:30 a.m.
Report Date:	October 27, 2017
Case Manager:	Greg Barnes
PC Recommendation:	APPROVAL of the preliminary plat with 9 Findings-of-Fact, 6 conditions, and 1 note
Staff Recommendation:	APPROVAL of the preliminary plat with 9 Findings-of-Fact and 6 conditions

SUMMARY OF PREVIOUS APPLICATIONS

On August 20, 2003, the Board of County Commissioners approved a Planned Unit Development (PUD), a final development plan (FDP) for the Comanche Vista Estates PUD on 307 acres, and a final plat for Filing # 1 (Comanche Vista Estates) on 10 acres of the 307 acre PUD. As part of the PUD, 217 acres of property was reserved as a conservation easement.

On November 28, 2005, the Board of County Commissioners approved a final plat (Filing # 4 of Comanche Vista Estates) to create 6 lots on 31 acres of the previously approved 307 acre FDP.

On June 25, 2007, the Board of County Commissioners approved a final plat (Filing #2 of Comanche Vista Estates) to create 4 lots on 20.8 acres of the 307 acre FDP.

SUMMARY OF APPLICATION

Background:

The applicant, Kenneth Newby, is requesting a major subdivision preliminary plat (filing # 3) to create 5 single-family lots within the approved FDP. The proposed filing is consistent with the approved FDP and the purpose and intent of the PUD. Overall, 12 lots have been approved through three separate filings in the PUD. Approval of this request will result in 17 approved final plat lots in the PUD.

Site Characteristics:

The subject site is located approximately 750 feet northeast of the intersection of East 44th Avenue and Headlight Road. Currently, the property is vacant. The proposed filing will be directly adjacent to the previously approved filing # 2, which is located south of the subject request. The subject site has access to Headlight Mile Road to the west.

Development Standards and Regulations Requirements:

Per Section 5-03-03 of the County's Development Standards and Regulations, subdivision plats and lot dimensions are required to conform to requirements of the zone district in which the property is located. In addition, all lots created by a subdivision shall have access to a County maintained right-of-way. The minimum lot size of the Comanche Vista Estates PUD is five acres. All proposed lots in the subject plat will conform to this requirement. In addition, all the proposed lots will have access to a County maintained right-of-way.

Adequate provisions for water and sewer service are required for approval of a preliminary plat. The applicant has demonstrated the ability to serve the lots through individual well and septic systems. Per Section 5-04 of the County's Development Standards and Regulations, public improvements are required to be constructed with the development of a subdivision. All required public improvements such as street and drainage systems will be constructed in the proposed subdivision with the review and approval of a final plat. Per Section 2-02-17-01 of the County's Development Standards, a final plat is required prior to development of the property. The applicant submitted a preliminary drainage report with this application. This report shows two easements on the property to allow for the location of drainage facilities..

Future Land Use Designation:

The Adams County Comprehensive Plan future land use designates the subject property as Agriculture. Per Chapter 5 of the County’s Comprehensive Plan, the purpose of the Agriculture future land use designation is to preserve areas for long term farming, and separate and define urban areas. Agriculture areas are also expected to develop with very low density residential uses and at densities of one dwelling unit per 35 acres. Further, the Agriculture future land use areas should be preserved for long-term farming, conservation of environmentally-sensitive area, and limit the extension of services where they are costly and difficult to provide.

The proposed subdivision is a portion of the Comanche Vista Estates PUD. The approved FDP includes a 217 acre area designated as a conservation easement. This is to preserve the rural character of the area and environmentally-sensitive lands. The proposed preliminary plat complies with the approved FDP.

Surrounding Zoning Designations and Existing Use Activity:

<p style="text-align: center;">Northwest A-3 Single-Family Residential/Agricultural</p>	<p style="text-align: center;">North PUD Conservation</p>	<p style="text-align: center;">Northeast PUD Conservation</p>
<p style="text-align: center;">West A-3 Single-Family Residential/Agricultural</p>	<p style="text-align: center;">Subject Property PUD Single-Family Residential</p>	<p style="text-align: center;">East PUD Conservation</p>
<p style="text-align: center;">Southwest A-3 Single-Family Residential/Agricultural</p>	<p style="text-align: center;">South PUD Single-Family Residential</p>	<p style="text-align: center;">Southeast PUD Conservation</p>

Compatibility with the Surrounding Land Uses:

The properties to the north and east of the proposed subdivision are located within the Comanche Vista Estates PUD and reserved as a conservation easement. The property to the south is developed as single-family residential (i.e. Comanche Vista Estates Filing # 2). The property to the west is used for agricultural and single-family residential. The proposed residential subdivision is consistent with the approved FDP and will be compatible with the surrounding properties.

PLANNING COMMISSION UPDATE

The Planning Commission (PC) considered this case on October 26, 2017, and recommended unanimous (7-0) approval to the Board of County Commissioners. At the hearing, Commissioner Farid Jalil asked staff to confirm responding to the public comment received during the referral

review of the project; specifically, concerns about traffic impact of the proposed subdivision filing. Staff informed the Planning Commission about responding to the referral comments, In addition, staff informed the PC that a traffic study was submitted with the application and based on the study; no improvements were required to Headlight Road. There were no people from the public to speak at the hearing.

Staff Recommendations:

Based upon the application, the criteria for approval of a preliminary plat, and a recent site visit, staff recommends approval of this request with 9 findings-of-fact and 6 conditions.

RECOMMENDED FINDINGS-OF-FACT

1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is consistent with the purposes of these standards and regulations.
3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
4. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
5. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
6. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
9. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;

- c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
- d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
- e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

RECOMMENDED CONDITIONS OF APPROVAL

1. The applicant shall submit to Adams County Community and Economic Development Department a final drainage analysis and report for review and approval with any application for a final plat.
2. The applicant shall submit to Adams County Community and Economic Development Department a final traffic impact study for review and approval with any application for a final plat.
3. A Subdivision Improvement Agreement and collateral shall be submitted with a final plat application.
4. Public Land Dedication (PLD) fees shall be submitted with any application for a final plat.
5. Prior to or with the final plat, the applicant shall address all the comments and concerns from the Adams County Right-of-Way Section regarding final plat document requirements.
6. All utilities shall be located underground pursuant to the Adams County Development Standards and Regulations.

PUBLIC COMMENTS

Number of Property Owners Notified (750 Feet)	Number of Public Comments Received by Staff
31	1

All property owners within 2,000 feet of the subject property were notified of the application for a preliminary plat. Staff received one letter from a nearby property owner who expressed concerns with traffic generation and road maintenance along Headlight Mile Road.

The applicant submitted a preliminary traffic study with the application. The proposed development is expected to generate 48 trips per day. This trips per day is in addition to the current estimated 75 trips per day generated by residential development on Headlight Mile Road. Currently, the section of Headlight Mile Road fronting the Comanche Vista Estates PUD is unpaved. However, a minimum threshold of 600 trips per day is required to warrant paving of the

road. The subject request is estimated to generate 75 trips per day. This is below the threshold for paving the section of the road.

COUNTY AGENCY COMMENTS

Adams County staff reviewed the subject request and determined the proposed preliminary plat conforms to the County's Development Standards and Regulations.

REFERRAL AGENCY COMMENTS

The Strasburg Parks & Recreation District reviewed the request and stated that Public Land Dedication fees shall be required at the time of final plat application. The District expressed a preference for cash-in-lieu of land dedication.

Responding with Concerns:

None

Responding without Concerns:

Colorado Division of Water Resources
Colorado Geologic Survey
East Adams Soil Conservation
Intermountain Rural Electric Association (IREA)
Strasburg Parks & Recreation District
Tri-County Health Department
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Century Link
Colorado Division of Wildlife
Comcast
Strasburg Fire Protection District #8
Strasburg School District 31J
U.S. Postal Service



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: Comanche Vista Estates, Filing 3 / Case # PLT2017-00007
Date: November 6, 2017

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:

ALTERNATE RECOMMENDED FINDINGS

1. The preliminary plat is inconsistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is inconsistent with the purposes of these standards and regulations.
3. The preliminary plat is not in conformance with the subdivision design standards and any approved sketch plan.
4. The applicant has not provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
5. The applicant has not provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
6. The applicant has not provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
7. The applicant has not provided evidence that adequate drainage improvements comply with these standards and regulations.
8. The overall density of development within the proposed subdivision does not conform to the zone district density allowances.
9. The proposed subdivision 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. The proposed subdivision has not established an adequate level of compatibility by:

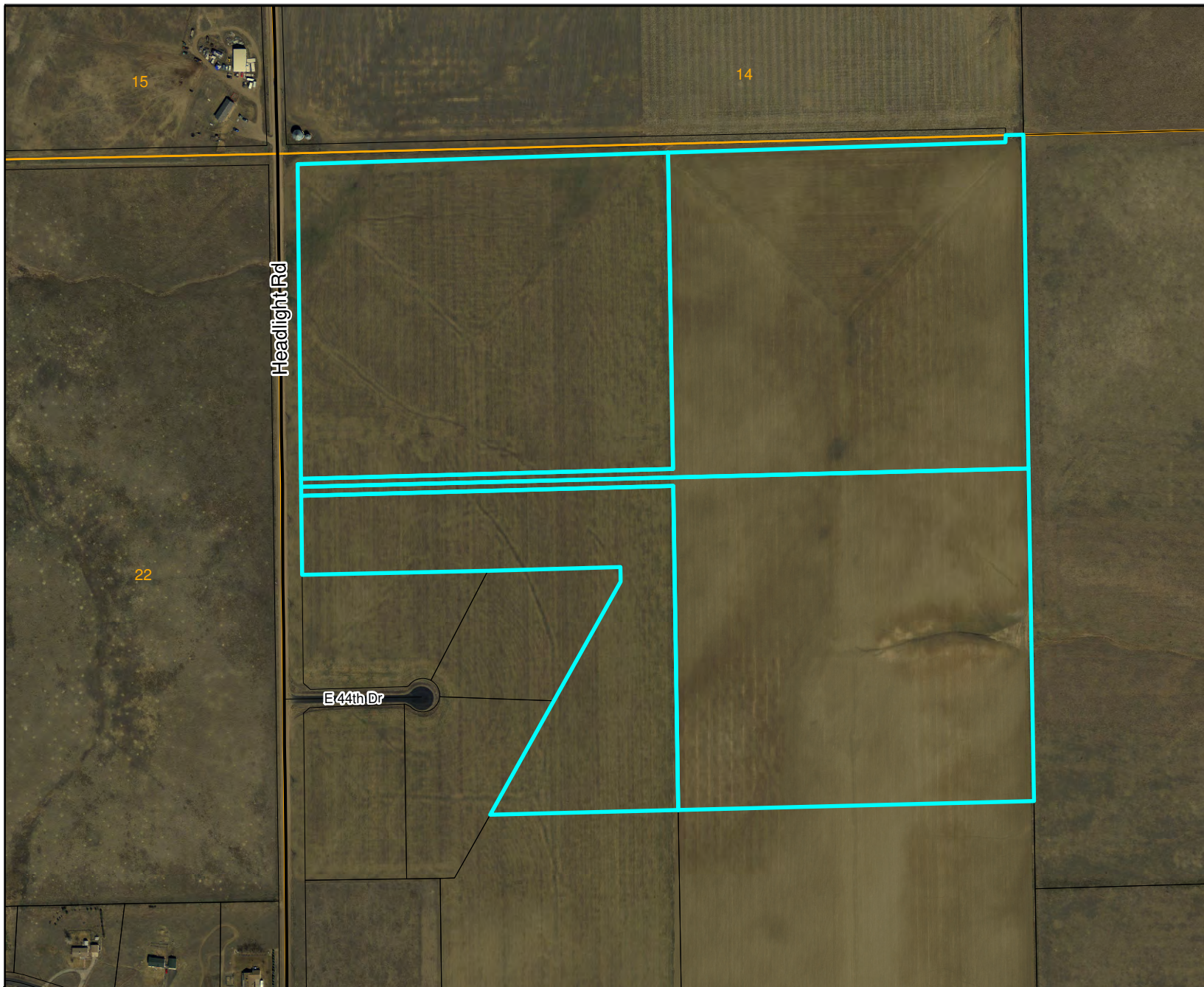


Community & Economic Development Department

































4430 South Adams County Parkway,
1st Floor, Suite W2000
Brighton, CO 80601-8205
PHONE 720.523.6800 FAX 720.523.6998

MEMORANDUM

- a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
- b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;
- c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
- d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
- e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.



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

Comanche Vista Estates, Filing 3

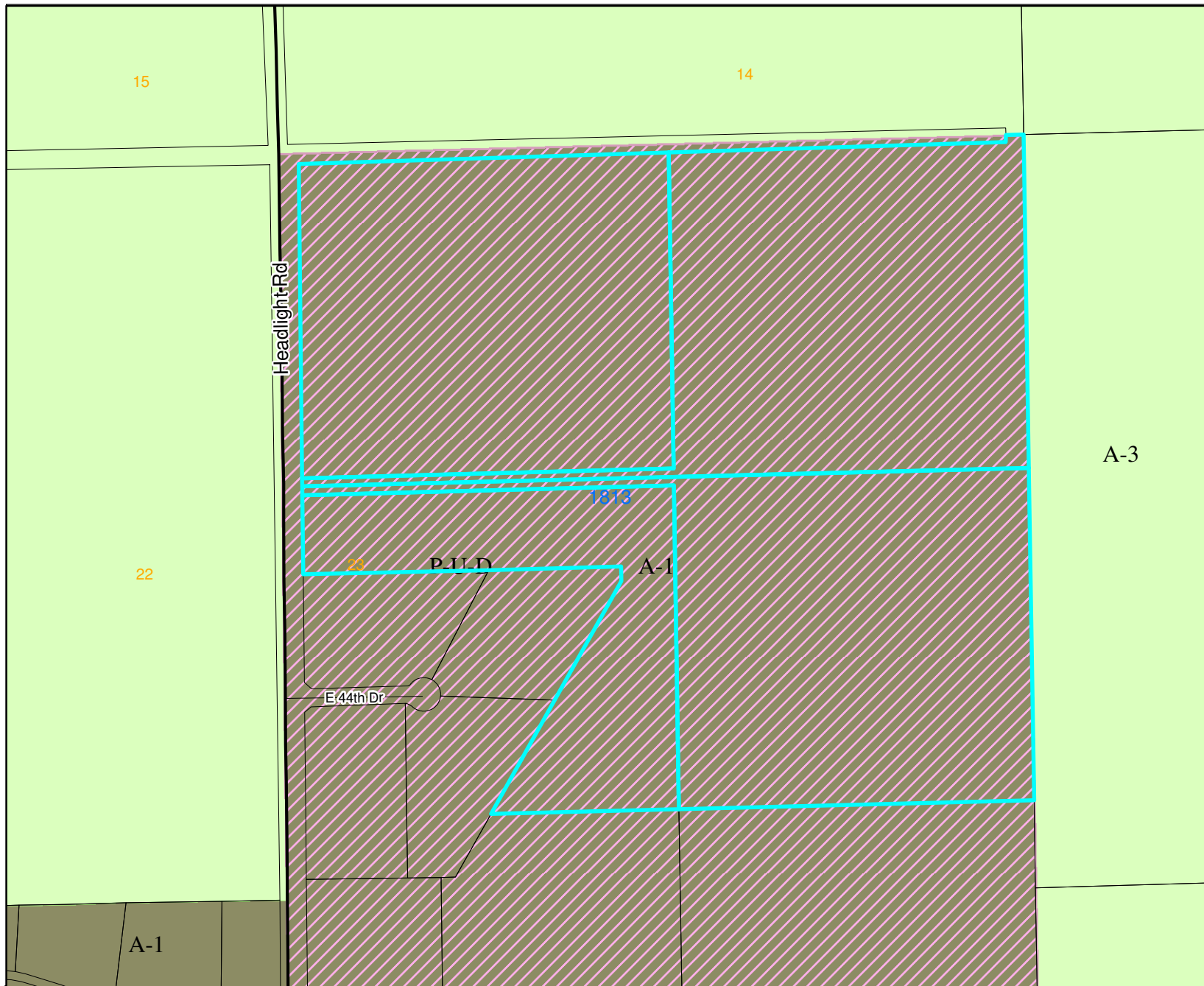
PLT2017-00007



































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
-  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

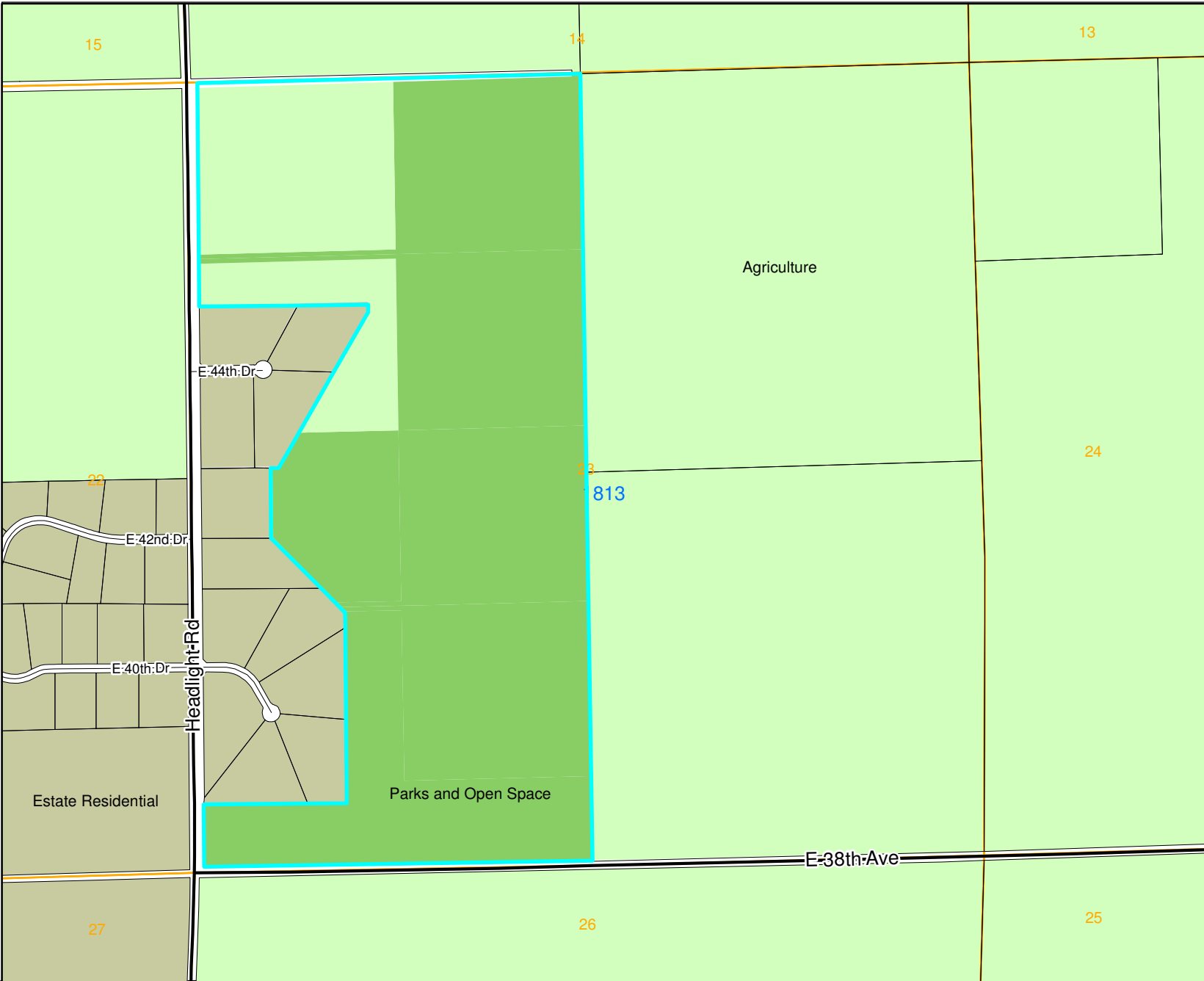
Comanche Vista Estates, Filing 3
PLT2017-00007



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

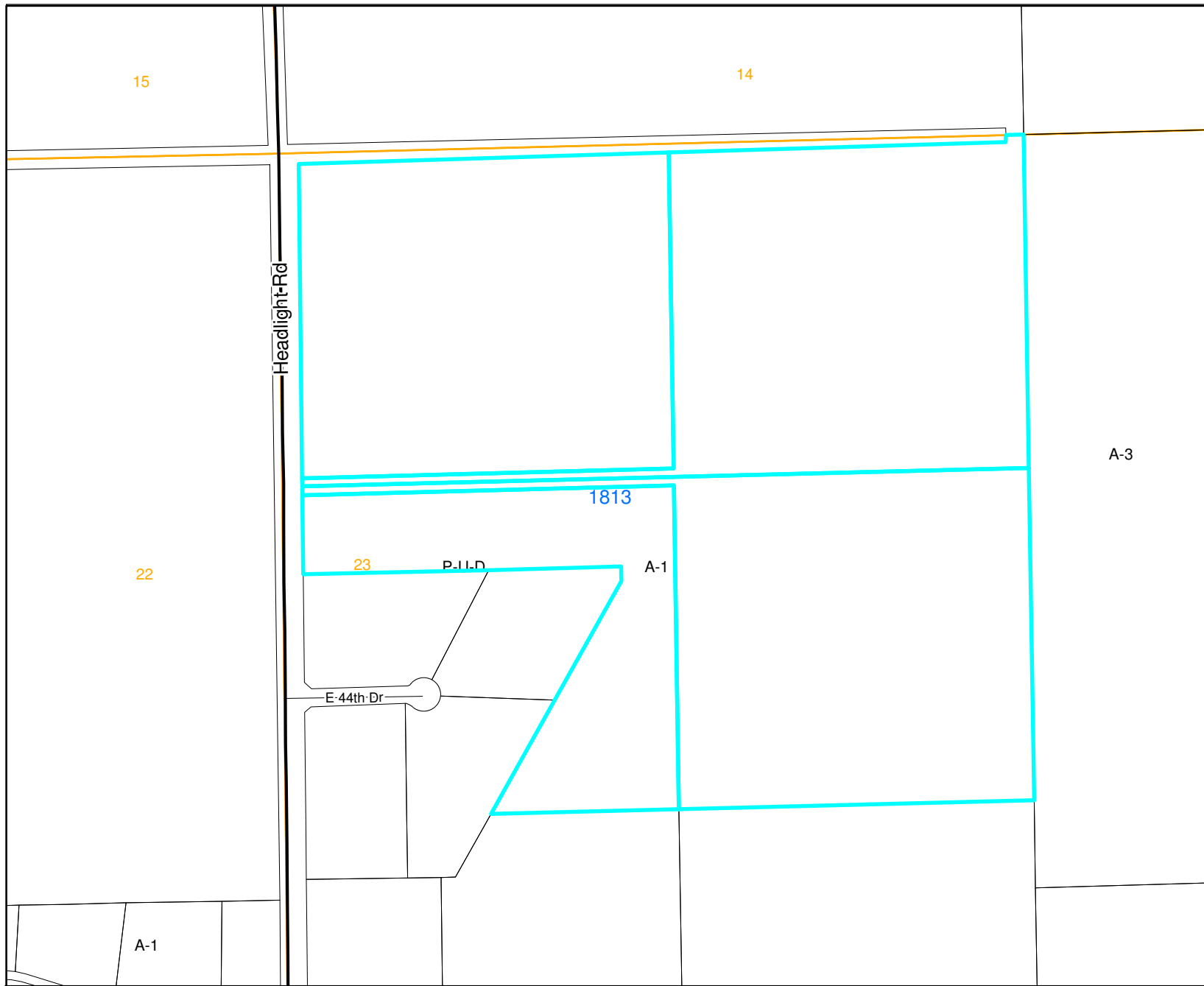
Comanche Vista Estates, Filing 3
PLT2017-00007



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
- 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

Comanche Estates, Filing No. 3
PLT2017-00007



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Comanche Vista Estates – Filing No. 3

Item 4. Written Explanation of the project

The purpose of this project is to complete the application and filing for the Final Plat, Filing No. 3 for the Comanche Vista Estates Planned Unit Development (PUD) originally certified by the Adams County Clerk and Recorder on August 27, 2003. The PUD was approved for development to allow 17-5+ acre lots and 1-future 5+ acre unsubdivided homesite that could be platted later. Filing No. 1, 2 and 4 final plats were approved between 2003 and 2007, along with an Agricultural Reserve of approximately 216.625 acres (copy included with this explanation). The proposed water supply plan is for all lots to be served by individual wells into the Laramie-Fox Hill aquifer. Sewer service will be individual on-site sewage disposal systems.

The approved final plat for Filing No. 1 did not involve any road construction, as it consisted of two lots that were allowed a common driveway onto Headlight Mile Road. The other three filings do involve construction of an internal road on each. Filing No. 4 was south of Filing No. 1 and did involve construction of an internal road, which was done and lots are being sold. Filing No. 2 involved 4 lots and an internal roadway known as E. 44th Drive. Filing No. 3 is north of Filing No. 2 and involves 5 lots and an internal roadway to be known as E. 46th Drive. No construction is required on Headlight Mile Road for any of the filings, as instead the County is collecting a \$2,500/lot fee to help off-set the County for paving Headlight Mile Road in the future. The road construction plans were filed and approved with the original filings.

Land use plat notes that were included on Filing No. 1, 2 and 4, and are also included on Filing No. 3, are as follows:

1. Soil Conditions – outlines the notice that soils may have high shrink swell potential and shall be designed to minimize foundation damage and movement, engineered sewage disposal systems may be required, and perched groundwater may be created if areas around foundations are excessively irrigated.
2. Sewer Service – outlines provisions for sewer service, including the Onsite Wastewater Systems (OWS) required maintenance responsibilities per recommendations of Tri-County Health.
3. County Drainage Policy – the County’s standard drainage policy notes are also included on the plat per requirements of the Community & Economic Development Department including maintenance responsibilities.

COMANCHE VISTA ESTATES - FILING NO. 3 - PRELIMINARY PLAT

A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. CASE NO: PLS2017-00007
SHEET 1 OF 2

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT KENNETH W. MENBY, BEING THE OWNER OF THAT PART OF THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER: THENCE 000°16'32"E ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 1,144.63 FEET; THENCE S89°43'28"E AT RIGHT ANGLES FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF COMANCHE VISTA ESTATES - FILING NO. 2, BEING THE POINT OF BEGINNING; THENCE 000°16'32"E PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 1,000.00 FEET; THENCE S89°43'28"E AT RIGHT ANGLES FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 1125.00 FEET; THENCE 500°16'32"W PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 897.07 FEET TO THE NORTHWEST CORNER OF SAID COMANCHE VISTA ESTATES - FILING NO. 2; THENCE S89°55'04"W 489.33 FEET; THENCE N89°43'28"W ALONG SAID NORTH LINE, A DISTANCE OF 935.69 FEET TO THE POINT OF BEGINNING; MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT INTO LOTS, STREETS AND EASEMENT UNDER THE NAME AND STYLE OF COMANCHE VISTA ESTATES - FILING NO. 3, AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, ALL STREETS, AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT, FOREVER, AND ALSO RESERVE THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THIS PLAT, FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, TELEPHONE LINES, SEWER LINES, WATER LINES; TOGETHER WITH A RIGHT TO TRIM, INTERFERING TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT OF ACCESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPAIR OF SUCH UTILITY AND DRAINAGE SYSTEMS; SAID EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.

EXECUTED THIS _____ DAY OF _____, 20_____.

KENNETH W. MENBY

ACKNOWLEDGEMENT:

STATE OF COLORADO

COUNTY OF ADAMS

THE FOREGOING WAS ACKNOWLEDGED BY ME THIS _____ DAY OF _____, 20_____.

KENNETH W. MENBY

NOTARY PUBLIC

MY COMMISSION EXPIRES:

MY ADDRESS IS:

BASIS FOR BEARINGS:

THE WEST LINE OF THE NORTHWEST ONE-QUARTER (THE N.W. COR. IS A 1" DIAMETER CAPPED PIPE AND THE W.1/4 COR. IS A 2-1/2" DIAMETER ALUMINUM CAP, SCHEAR, P.L.S., 18475) OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEARS, NORTH 00°16'32"E, EAST, PER THE RECORDED PLAT OF COMANCHE VISTA ESTATES - FILING NO. 2, RECEPTION NO. 20070000653279, ADAMS COUNTY RECORDS. ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

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 LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY R.W. BAYER & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREIN TO DETERMINE OWNERSHIP OF THE TRACT OF LAND, COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJACENT TRACTS OF LAND OR RIGHTS-OF-WAY, EASEMENTS OR ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND. R.W. BAYER & ASSOCIATES, INC. HAS RELIED UPON TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE COMPANY, REPORT NO. 592-F0575114-152-SKA, EFFECTIVE DATE FEBRUARY 22, 2017 5:00 P.M., THIS PARCEL SUBJECT TO THE EXCEPTIONS CONTAINED UNDER SCHEDULE B - SECTION 2.

SOIL CONDITION NOTE:

SOILS ON LOTS CAN BE EXPECTED TO HAVE A HIGH SHRINK-SWELL POTENTIAL, AND FOUNDATIONS SHOULD BE DESIGNED TO MINIMIZE DAMAGE TO STRUCTURES FROM DIFFERENTIAL FOUNDATION MOVEMENT. ENGINEERED SEWAGE DISPOSAL SYSTEMS MAY BE REQUIRED. GROUNDWATER LEVELS ARE NOT EXPECTED TO BE HIGH ENOUGH TO AFFECT FOUNDATIONS, HOWEVER THERE IS A POSSIBILITY OF SEEPAGE FROM PERCHED GROUNDWATER, IF AREAS AROUND FOUNDATIONS ARE EXCESSIVE IRRIGATED.

ONSITE WATER SYSTEMS:

LOTS WITHIN COMANCHE VISTA ESTATES ARE SERVED BY ONSITE WASTEWATER SYSTEMS (OWS). TRI-COUNTY HEALTH DEPARTMENT REQUIRES THAT SEPTIC TANKS BE PUMPED AND INSPECTED EVERY FOUR YEARS. EACH PROPERTY OWNER SHALL HAVE HIS SEPTIC TANK PUMPED AND INSPECTED BY A SYSTEMS CLEANER LICENSED BY TRI-COUNTY HEALTH DEPARTMENT. SEPTIC TANKS SHALL BE PUMPED AND INSPECTED TO THE TRI-COUNTY HEALTH DEPARTMENT. SEPTIC TANKS SHALL BE PUMPED AND INSPECTED TO THE TRI-COUNTY HEALTH DEPARTMENT COMMERCIAL CITY OFFICE. IN ADDITION TO PUMPING THE OWS HAVE OTHER MAINTENANCE AND USE REQUIREMENTS THAT CAN PREVENT FAILURE OF THE SYSTEM. THE TRI-COUNTY HEALTH DEPARTMENT'S "SEPTIC SYSTEM GUIDELINES AND RECORDS" HAS BEEN PREPARED TO EDUCATE AND ADVISE OWNERS OF OWS ABOUT USE AND MAINTENANCE THEIR OWS. PROPERTY OWNERS CAN OBTAIN COPIES OF THE GUIDE, AS WELL AS ADDITIONAL INFORMATION ABOUT OWS FROM TRI-COUNTY HEALTH DEPARTMENT'S COMMERCIAL CITY OFFICE.

SURVEYOR'S CERTIFICATE:

I, RAYMOND W. BAYER, A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREBY DESCRIBED PROPERTY, EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.

RAYMOND W. BAYER,
REG P.L.S. NO. 8973

PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20_____.

CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 20_____.

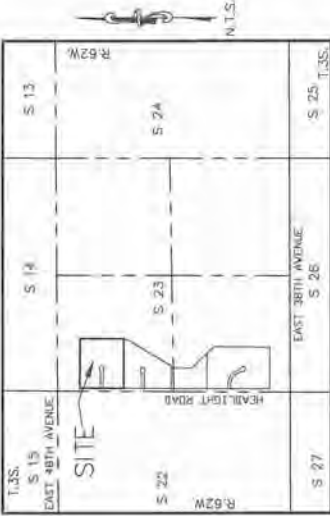
CHAIR

CERTIFICATE OF CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _____ M. ON THE _____ DAY OF _____, A.D., 20_____.

BY: _____ DEPUTY _____ COUNTY CLERK AND RECORDER

RECEPTION NO: _____



PLAT NOTES:

TWENTY-FOOT (20') WIDE DRY UTILITY AND DRAINAGE EASEMENTS ADJOINING THE PERIMETER OF THIS SUBDIVISION; TEN-FOOT (10') WIDE DRY UTILITY AND DRAINAGE EASEMENTS ADJOINING THE PERIMETER OF EAST 46TH DRIVE, AND TEN-FOOT (10') WIDE EASEMENTS ADJOINING THE PERIMETER OF EAST 40TH DRIVE, ARE HEREBY GRANTED ON PRIVATE PROPERTY, SAID EASEMENTS AND THEIR WIDTHS ARE INDICATED ON SHEET 2 OF 2 OF THIS PLAT. THESE EASEMENTS ARE GRANTED FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION CABLE, AND TELECOMMUNICATIONS FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID EASEMENTS. ADDITIONALLY, THESE UTILITY AND DRAINAGE EASEMENTS ARE GRANTED FOR DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS.

THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE PROMPT RESPONSE TO THE NECESSITY OF MAINTENANCE OF THE PROPERTY OWNERS RESPONSIBILITY TO MAINTAIN THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

Prepared By

R. W. BAYER & ASSOCIATES, INC.
2030 East 104th Avenue, S-200
Thornton, Colorado 80233
303-452-4433 rwb@surveyingbayer.com
CAD FILE: N17016/17016.DWG
Date Prepared: FEBRUARY 08, 2017
REVISED 08-17-2017 PER ICD COMMENTS

COMANCHE VISTA ESTATES - FILING NO. 3 - PRELIMINARY PLAT

A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. CASE NO: PLT2017-00007
SHEET 2 OF 2

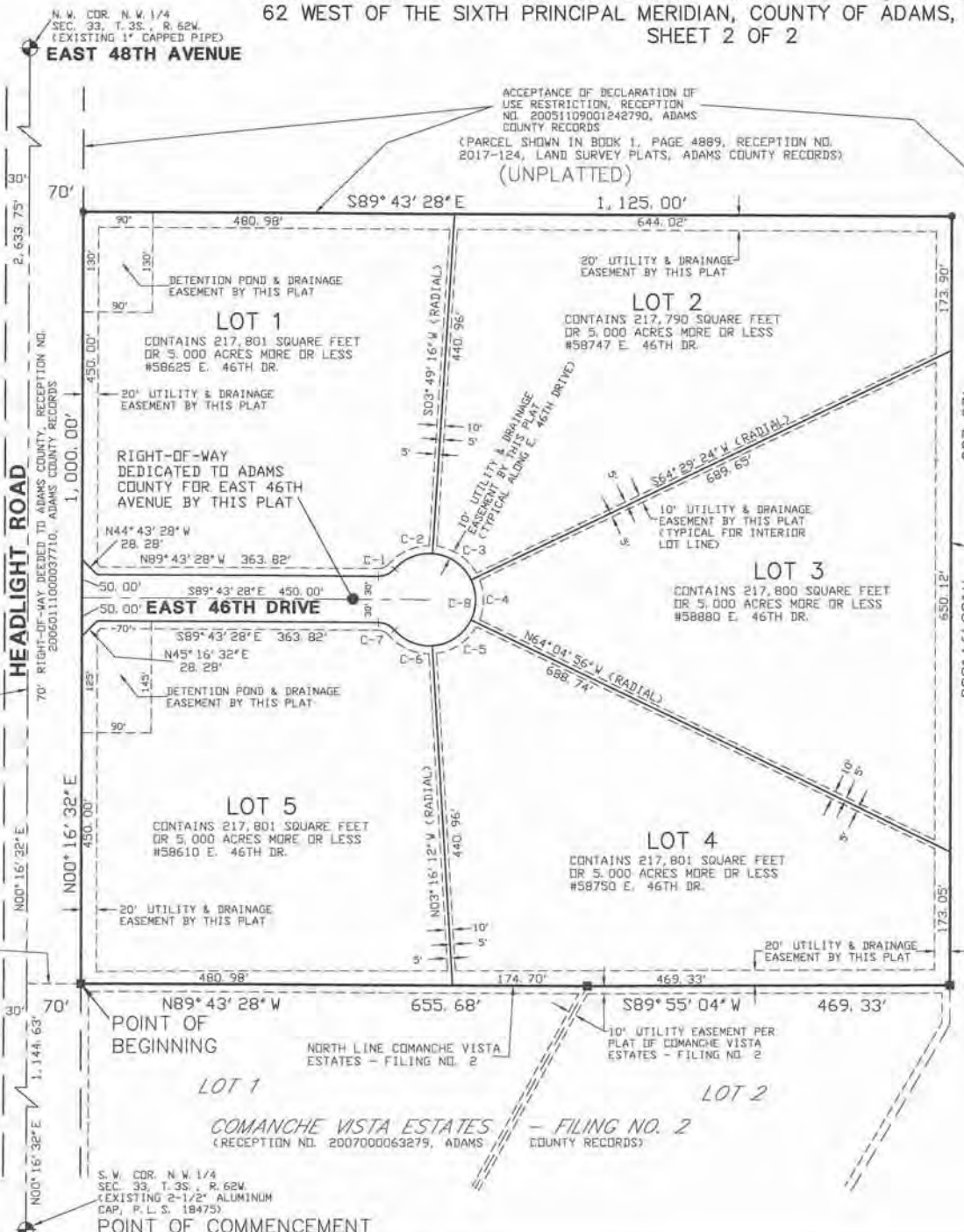


SCALE: 1"=100'

LEGEND

- DENOTES: SET #5 REBAR & CAP, BAYER - P. L. S. 6973, FLUSH W/GROUND
- DENOTES: FOUND #4 REBAR & CAP, GREEN - P. L. S. 29766, FLUSH W/GROUND

CURVE #	RADIUS	CURVE LENGTH	BELTA	CHORD BEARING	CHORD DISTANCE
C-1	28.00'	23.83'	48°46'10"	S65°33'27"W	23.12'
C-2	60.00'	54.79'	52°18'54"	S67°39'49"W	52.90'
C-3	60.00'	63.53'	60°40'08"	N55°50'40"W	60.61'
C-4	60.00'	53.86'	51°23'41"	N00°12'14"E	52.07'
C-5	60.00'	63.68'	60°48'44"	N56°19'26"E	60.74'
C-6	60.00'	54.79'	52°18'54"	S67°06'45"E	52.90'
C-7	28.00'	23.83'	48°46'10"	S65°06'45"E	23.12'
C-8	60.00'	290.64'	277°32'20"	S00°16'32"W	79.09'



ADDCI PARCEL #1813-22-1-00-001 (UNPLATTED)

WEST LINE N.W. 1/4, SEC. 23 (BASIS FOR BEARINGS)

HEADLIGHT ROAD

RIGHT-OF-WAY DEDICATED TO ADAMS COUNTY FOR EAST 46TH AVENUE BY THIS PLAT

RIGHT-OF-WAY DEDICATED TO ADAMS COUNTY FOR EAST 46TH AVENUE BY THIS PLAT

LOT 1
CONTAINS 217,801 SQUARE FEET OR 5.000 ACRES MORE OR LESS #58625 E. 46TH DR.

LOT 2
CONTAINS 217,790 SQUARE FEET OR 5.000 ACRES MORE OR LESS #58747 E. 46TH DR.

LOT 3
CONTAINS 217,800 SQUARE FEET OR 5.000 ACRES MORE OR LESS #58880 E. 46TH DR.

LOT 5
CONTAINS 217,801 SQUARE FEET OR 5.000 ACRES MORE OR LESS #58610 E. 46TH DR.

LOT 4
CONTAINS 217,801 SQUARE FEET OR 5.000 ACRES MORE OR LESS #58750 E. 46TH DR.

POINT OF BEGINNING

COMANCHE VISTA ESTATES - FILING NO. 2

S.W. COR. N.W. 1/4, SEC. 33, T. 3S., R. 62W. (EXISTING 2-1/2" ALUMINUM CAP, P. L. S. 18475)

POINT OF COMMENCEMENT

ACCEPTANCE OF DECLARATION OF USE RESTRICTION, RECEPTION NO. 20051109001242790, ADAMS COUNTY RECORDS
(PARCEL SHOWN IN BOOK 1, PAGE 4889, RECEPTION NO. 2017-124, LAND SURVEY PLATS, ADAMS COUNTY RECORDS)
(UNPLATTED)

(PARCEL SHOWN IN BOOK 1, PAGE 4889, RECEPTION NO. 2017-124, LAND SURVEY PLATS, ADAMS COUNTY RECORDS)

ACCEPTANCE OF DECLARATION OF USE RESTRICTION, RECEPTION NO. 20051109001242790, ADAMS COUNTY RECORDS

(UNPLATTED)

Prepared By:
R. V. BAYER & ASSOCIATES, INC.
2090 East 104th Avenue, S-200
Thornton, Colorado 80233
303-452-4433 rvb@surveying@hotmail.com
CAD FILE: N17016/N17016A.DWG

Date Prepared: FEBRUARY 08, 2017
REVISED 08-17-2017 PER CD COMMENTS

Community & Economic
Development Department
www.adcogov.org



4.1 Adams Comments

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: 4/13/2017

Project Number: PLT2017-00007

Project Name: Comanche Vista Estates,

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for a major subdivision preliminary plat application. You are being asked to provide additional information and make revision to your application. Please contact the case manager if you have any questions:

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 03/21/2017

Email: jblair@adcogov.org

No Comment

Commenting Division: Engineering Review

Name of Reviewer: Matthew Emmens

Date: 04/11/2017

Email: memmens@adcogov.org

Complete

Site Specific Comments

ENG1: Platting of this subdivision, in the location and configuration that is being proposed, would deny legal access to existing parcels (parcel #'s: 0181323200003, 0181323200004, 0181323200005). The subdivision will need to be reconfigured to provide access to these existing parcels.

Standard Review Comments

ENG2: Flood Insurance Rate Map – FIRM Panel # (08001C0734H & 08001C0743H), Federal Emergency Management Agency, March 5, 2007. 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: Property is not in MS4 Permit area.

A Stormwater Quality Permit is not required. Applicant is responsible for installation and maintenance of Erosion and Sediment Control BMP's. Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 in regards to illicit discharge.

ENG4: Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, two (2) copies of all construction documents. The development review fee for this project will be \$7,500.

ENG5: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist constructing a paved roadway consistent with Adams county Development Standards and Regulations and, any roadway improvements as required by the approved traffic impact study.

ENG6: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

ENG7: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

ENG8: The developer is responsible for the repair or replacement of any damaged roadway, broken or damaged section of curb gutter and sidewalk.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 04/11/2017

Email: jrutter@adcogov.org

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 03/28/2017

Email: aclark@adcogov.org

No Comment

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 04/12/2017

Email: gibarnes@adcogov.org

Resubmittal Required

Comments requiring action/revision:

PLN01: A land survey plat is needed to reconfigure the existing parcels of the Comanche Vista Estates PUD, so that the remaining portions of those parcels are not landlocked from Streets. I do not see evidence that a land survey plat has been submitted to the County to accomplish this. Please confirm, if this has been completed. It will be required prior to scheduling public hearing.

PLN02: The plat shall include all lot sizes, pursuant to the requirement in Section 5-03-003-04 of the Development standards.

PLN03: Culs-de-sac with six or fewer lots shall be considered part of the street which they abut and shall not be separately named. (Section 5-04-09-02-06) You may pursue a waiver of this requirement (5-04-11).

Informational Content:

PLN04: The subject property is located within the Comanche Vista Estates PUD, which was approved by the Adams County Board of County Commissioners (PRJ2003-00026). The subject site is identified by the Adams County Comprehensive Plan with a future land use designation of "Agriculture".

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 04/12/2017

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN05: The preliminary plat application is to allow a major subdivision of five lots, pursuant to Section 2-02-17-03 of the Adams County Development Standards and Regulations (DSR). Within this Section, the process and criteria for approval is included. The process includes two public hearings: one before the Planning Commission, and the latter before the Board of County Commissioners. The criteria for approval includes, but is not limited to: Compatibility with the Comprehensive plan; Conformance to the performance standards and compliance with the purpose of the County's Development Standards; Provision of Water and Sewer; Mitigation of topographic and drainage concerns; and general compatibility with the area.

PLN06: The proposed subdivision shall be subject to the setback and dimensional standards, as follows:

Primary Dwellings

- 30' front setback along "East 46th Drive" (3-08-07-03-01),
- 120' ROW setback along Headlight Mile Road (3-08-07-03-05),
- 20' rear setback (3-08-07-0304)
- 10' side setback with an additional foot of setback per two feet of height over 20' in height (3-08-07-03-03),
- Setback from adjoining residential development (5-03-02-02-01)

Accessory Structures

- 100' front setback OR 10' behind front building line, whichever is less (3-08-07-04-01)
- 120' ROW setback along Headlight Mile Road (3-08-07-05-05),
- 20' rear setback (3-08-07-04-04)
- 10' side setback with an additional foot of setback per two feet of height over 20' in height (3-08-07-04-03).

Dimensional Regulations

- Minimum lot size: 2.5 acres
- Minimum lot width (measured at front setback line): 150' (special provision allows for wedge shaped lots but primary dwelling shall not be constructed closer to the street than the minimum 150' width)
- The maximum height for primary dwellings is 35' (3-08-07-05-01). The maximum height for accessory structures is 25', except for agricultural structures, which shall be no more than 70' in height (3-08-07-05-02)
- The maximum structure coverage of these lots shall be 6% of the total lot area (3-08-07-06-01).
- Minimum house sizes in the A-1 apply, but are varied based on number of stories (3-08-07-07).

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 04/12/2017

Email: gibarnes@adcogov.org

Resubmittal Required

PLN07: All single-family residential development will be subject to the requirements of 4-07, which details the residential use performance standards. These standards include: architectural compatibility, bulk, scale, height, building orientation, width of residence, building materials, and fence regulations. Please note that all required setbacks must be landscaped per this section. Two parking spaces are required per dwelling (4-12-03).

PLN08: As construction begins, please be aware that the County will enforce operational standards found in Section 4-13 to mitigate the impact on adjoining properties. These standards include: Lighting, vibration, noise, dust/debris mitigation, hours of operation, and odor control.

PLN09: Please note that 5' perimeter buffers will be required along each lot with one tree for every 80'. (4-16-18-01). Additionally, Section 4-16-19-01 requires a streetscape buffer, at the time of building permit.

PLN10: At the time of Final Plat, a Subdivision Improvements Agreement will be required per Section 5-02 of the DSR.

PLN11: At the time of final plat, full compliance with the Subdivision Design Standards will be a criterion of approval. This section includes Right-of-Way landscaping, and a landscape maintenance plan. (5-03)

PLN12: Public Land Dedication is a requirement of subdivisions. These dedications or fees are required at the time of final plat. It may be possible that previous payment of fees and land dedication may apply. Please be familiar with the requirements and research previous agreements prior to application for Final plat (5-05-04, 05-05-05)

Commenting Division: ROW Review

Name of Reviewer: Marissa Hillje

Date: 04/05/2017

Email: mhillje@adcogov.org

Resubmittal Required

See Edocs# 5570912 & 5570911 for redline markup of plat and comments

ROW1) Add case number to top right

ROW2) Incorrect street name on sheet 1 and 2- correct to Headlight Road

ROW3) Add the easement width for the front of lots adjacent to E 46th Drive in the plat notes and show on drawing.

ROW4) Add comment about 100 year flood plain??

ROW5) Change signature line title from chairperson to chair under BOCC approval

ROW6) Add area in sq. ft. of each lot

ROW7) Add ROW width for street East 46th Drive

ROW8) The last 2 courses of the legal description do not match what is shown on sheet 2 of the plat. Please verify. Please correct legal description in title document if legal is revised.

ROW9) Please add under Dedication statement after the word same in first line of dedication language: "into lots, streets and easement" as shown on this plat.

ROW10) Legend denotes found or set monuments, please provide locations on Sheet 2.

ROW11) Sheet 2 shows three dashed lines running east and west through lots 3-5. Please label or remove.

COMANCHE VISTA ESTATES - FILING NO. 3 - PRELIMINARY PLAT

A
6 OF THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE
6 OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. CASE NO.:
SHEET 1 OF 2
VICINITY MAP

Incorrect name:
Headlight Road

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT KENNETH W. NEWBY, BEING THE OWNER OF THAT PART OF THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER: THENCE N00°16'32"E ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 1,144.63 FEET; THENCE S89°43'28"E AT RIGHT ANGLES FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF COMANCHE VISTA ESTATES - FILING NO. 2, BEING THE POINT OF BEGINNING; THENCE N00°16'32"E PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 1,000.00 FEET; THENCE S89°43'28"E AT RIGHT ANGLES FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 1175.00 FEET; THENCE S00°16'32"W PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 897.07 FEET TO THE NORTHEAST CORNER OF SAID COMANCHE VISTA ESTATES - FILING NO. 2; THENCE S89°55'04"W ALONG THE NORTH LINE OF SAID COMANCHE VISTA ESTATES - FILING NO. 2, A DISTANCE OF 469.33 FEET; THENCE N89°43'28"W ALONG SAID NORTH LINE, A DISTANCE OF 655.68 FEET TO THE POINT OF BEGINNING.
CONTAINS 25.811 ACRES, MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATED AND SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF COMANCHE VISTA ESTATES - FILING NO. 3, AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, ALL STREETS, AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT, FOREVER, AND ALSO RESERVE THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THIS PLAT, FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, TELEPHONE LINES, SEWER LINES, WATER LINES; TOGETHER WITH A RIGHT TO TRIM AND MAINTAIN TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER. EXECUTED THIS _____ DAY OF _____, 20____.

KENNETH W. NEWBY

ACKNOWLEDGEMENT:

STATE OF COLORADO)
COUNTY OF ADAMS)

THE FOREGOING WAS ACKNOWLEDGED BY ME
KENNETH W. NEWBY.

Revise this
language

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
MY ADDRESS IS: _____

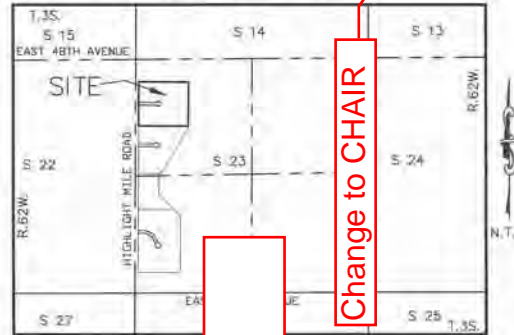
BASIS FOR BEARINGS:

THE WEST LINE OF THE NORTHWEST ONE-QUARTER (THE N.W. COR. IS A 1" DIAMETER CAPPED PIPE AND THE W.1/4 COR. IS A 2-1/2" DIAMETER ALUMINUM CAP, SCHEAR, P.L.S. 18475) OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEARS, NORTH 00°16'32" EAST, PER THE RECORDED PLAT OF COMANCHE VISTA ESTATES - FILING NO. 2, RECEPTION NO. 200700063279, ADAMS COUNTY RECORDS. ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

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 LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY R.W. BAYER & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREIN TO DETERMINE OWNERSHIP OF THE TRACT OF LAND, COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJACENT TRACTS OF LAND OR RIGHTS-OF-WAY, EASEMENTS OR ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND. R.W. BAYER & ASSOCIATES, INC. HAS RELIED UPON TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE COMPANY, REPORT NO. 592-F0575114-152-SKA, EFFECTIVE DATE FEBRUARY 22, 2017 5:00 P.M., THIS PARCEL SUBJECT TO THE EXCEPTIONS CONTAINED UNDER SCHEDULE B - SECTION 2.



Change to CHAIR

100 year flood
plain??

Add description of
easement for front
of property adjacent
to streets

PLAT NOTES:

TWENTY-FOOT (20') WIDE DRAINAGE EASEMENTS ADJOINING THE PERIMETER OF THE SITE AND DRAINAGE EASEMENTS DIVISION; TEN-FOOT (10') WIDE DRY UTILITY AND DRAINAGE EASEMENTS ADJOINING THE PERIMETER OF EAST 48TH AVENUE; FIVE-FOOT (5') ON EACH SIDE OF THE PERIMETER OF EAST 48TH AVENUE. INTERIOR LOT LINES ARE HEREBY GRANTED ON PRIVATE SAID EASEMENTS AND THEIR WIDTH ARE INDICATED ON SAID EASEMENTS AND THEIR EASEMENTS ARE GRANTED FOR REPLACEMENT OF ELECTRIC, TELECOMMUNICATIONS FACILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID EASEMENTS. ADDITIONALLY, THESE UTILITY AND DRAINAGE EASEMENTS ARE GRANTED FOR DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS.

THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

SOIL CONDITION NOTE:

SOILS ON LOTS CAN BE EXPECTED TO HAVE A HIGH SHRINK-SWELL POTENTIAL, AND FOUNDATIONS SHOULD BE DESIGNED TO MINIMIZE DAMAGE TO STRUCTURES FROM DIFFERENTIAL FOUNDATION MOVEMENT. ENGINEERED SEWAGE DISPOSAL SYSTEMS MAY BE REQUIRED. GROUNDWATER LEVELS ARE NOT EXPECTED TO BE HIGH ENOUGH TO AFFECT FOUNDATIONS, HOWEVER THERE IS A POSSIBILITY OF SEEPAGE FROM PERCHED GROUNDWATER, IF AREAS AROUND FOUNDATIONS ARE EXCESSIVE IRRIGATED.

ONSITE WATER SYSTEMS:

LOTS WITHIN COMANCHE VISTA ESTATES ARE SERVED BY ONSITE WASTEWATER SYSTEMS (OWS). TRI-COUNTY HEALTH DEPARTMENT REQUIRES THAT SEPTIC TANKS BE PUMPED AND INSPECTED EVERY FOUR YEARS. EACH PROPERTY OWNER SHALL HAVE HIS SEPTIC TANK PUMPED AND INSPECTED BY A SYSTEMS CLEANER, LICENSED BY TRI-COUNTY HEALTH DEPARTMENT AT LEAST EVERY FOUR YEARS, AND SHALL SUBMIT A RECEIPT INDICATING THAT THE SEPTIC SYSTEM HAS BEEN PUMPED AND INSPECTED TO THE TRI-COUNTY HEALTH DEPARTMENT, COMMERCE CITY OFFICE. IN ADDITION TO PUMPING THE OWS HAVE OTHER MAINTENANCE AND USE REQUIREMENTS THAT CAN PREVENT FAILURE OF THE SYSTEM. THE TRI-COUNTY HEALTH DEPARTMENTS "SEPTIC SYSTEM GUIDELINES AND RECORDS" HAS BEEN PREPARED TO EDUCATE AND ADVISE OWNERS OF OWS ABOUT USE AND MAINTENANCE THEIR OWS. PROPERTY OWNERS CAN OBTAIN COPIES OF THE GUIDE, AS WELL AS ADDITIONAL INFORMATION ABOUT OWS FROM TRI-COUNTY HEALTH DEPARTMENT'S COMMERCE CITY OFFICE.

SURVEYOR'S CERTIFICATE:

I, RAYMOND W. BAYER, A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREINBEFORE DESCRIBED PROPERTY, EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.

RAYMOND W. BAYER,
REG. P.L.S. NO. 8973

PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRPERSON

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS DAY OF _____, 20____.

CHAIRPERSON

CERTIFICATE OF CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _____ : _____ M. ON THE _____ DAY OF _____, A.D., 20____.

By: _____ DEPUTY _____ COUNTY CLERK AND RECORDER

Prepared By:
R.W. BAYER & ASSOCIATES, INC.
2090 East 104th Avenue, S-200
Thornton, Colorado 80233
303-452-4433 rwb@surveying@hotmail.com
CAD FILE: N17016/W17016.DWG
Date Prepared: FEBRUARY 09, 2017

RECEPTION NO: _____

COMANCHE VISTA ESTATES - FILING NO. 3 - PRELIMINARY PLAT

A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. CASE NO. _____
SHEET 2 OF 2

These are not on map

CDR. N. W. 1/4
33, T. 3S., R. 62W.
(EXISTING 1" CAPPED PIPE)
EAST 48TH AVENUE

ACCEPTANCE OF DECLARATION OF
USE RESTRICTION, RECEIPTION
NO. 20051109001242790, ADAMS
COUNTY RECORDS

ADCO PARCEL #1813-23-2-00-001
(UNPLATTED)

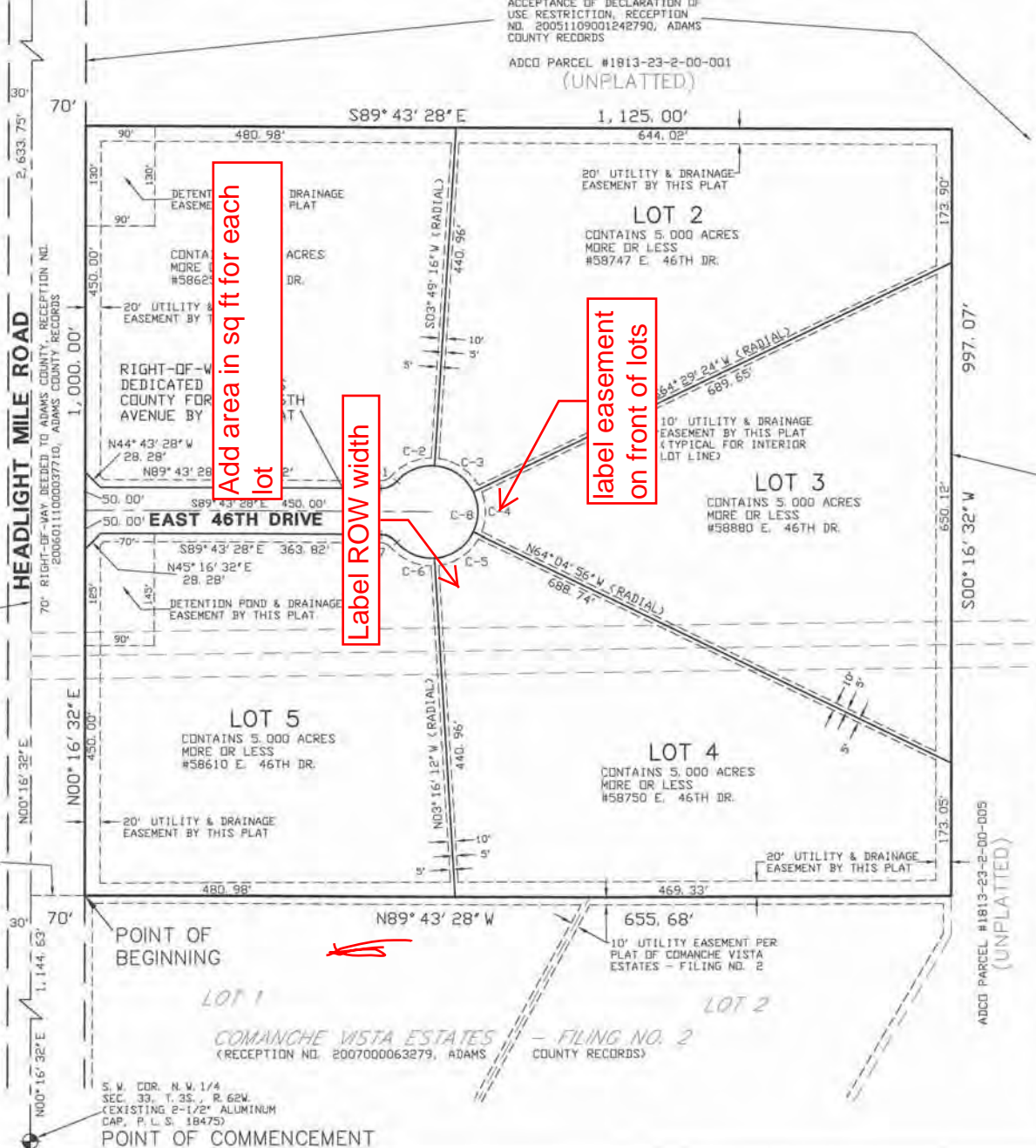


SCALE: 1"=100'

LEGEND

- DENOTES: FOUND #5 REBAR & CAP, BAYER - P.L.S. 6973, FLUSH W/GROUND
- DENOTES: SET #5 REBAR & CAP, BAYER - P.L.S. 6973, FLUSH W/GROUND

CURVE #	RADIUS	CURVE LENGTH	CURVE CHART	CHORD BEARING	CHORD DISTANCE
C-1	28.00'	23.83'	48°46'10"	S65°53'27"W	23.12'
C-2	60.00'	54.78'	52°18'54"	S67°39'49"W	52.90'
C-3	60.00'	53.53'	60°40'08"	N55°50'40"W	60.61'
C-4	60.00'	53.86'	51°25'41"	N00°12'14"E	32.07'
C-5	60.00'	53.68'	60°48'44"	N55°19'26"E	60.74'
C-6	60.00'	54.78'	52°18'54"	S67°06'45"E	52.90'
C-7	28.00'	23.83'	48°46'10"	S65°06'45"E	23.12'
C-8	60.00'	290.64'	277°32'20"	S00°16'32"W	79.09'



Add area in sq ft for each lot

Label ROW width

label easement on front of lots

S. W. COR. N. W. 1/4
SEC. 33, T. 3S., R. 62W.
(EXISTING 2-1/2" ALUMINUM
CAP, P.L.S. 18475)

COMANCHE VISTA ESTATES - FILING NO. 2
RECEIPTION NO. 2007000063279, ADAMS COUNTY RECORDS

Prepared By
R. M. BAYER & ASSOCIATES, INC.
2090 East 104th Avenue, S-200
Thornton, Colorado 80233
303-452-4433 rmburveying@hotmail.com
CAD FILE: N17016/N17016A.DWG
Date Prepared: FEBRUARY 08, 2017

COLORADO GEOLOGICAL SURVEY

1801 19th Street
Golden, Colorado 80401



Karen Berry
State Geologist

April 11, 2017

Greg Barnes
Adams County
Community & Economic Development Department
4430 S. Adams County Parkway, Suite W2000A
Brighton, CO 80601

Location:
SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 23,
T3S, R62W of the 6th P.M.
39.7765, -104.2992

Subject: Comanche Vista Estates Filing No. 3 – Preliminary Plat
Project Number PLT2017-00007; Adams County, CO; CGS Unique No. AD-17-0016

Dear Greg:

Colorado Geological Survey has reviewed the Comanche Vista Estates Filing No. 3 preliminary plat referral. I understand the applicant proposes five single-family residential lots of approximately five acres each on 25.8 acres located on the east side of Headlight Mile Road at E. 46th Drive, north of Strasburg. Each lot is proposed to have an individual well and onsite wastewater system (OWS). With this referral, I received a Request for Comments (March 21, 2017), a Written Explanation (undated), and a set of two preliminary plat sheets (R.W. Bayer & Associates, February 8, 2017). CGS previously reviewed a Comanche Vista Estates sketch plan referral, which included a Groundwater and Soils Investigation (Judith Hamilton, June 14, 2002).

The site does not contain steep slopes, is located outside of the Comanche Creek flood hazard zone, is not undermined, and is not exposed to any geologic hazards that would preclude the proposed residential use and density. **CGS therefore has no objection to approval of the five-lot subdivision as proposed.** The Soil Condition plat note satisfactorily addresses potential soils-related concerns. These constraints will need to be addressed on an individual lot basis, prior to building permit application, and include:

Collapsible and expansive soils. The site is underlain by relatively low density, low strength, eolian (wind-deposited) silts, clays and sands. Some of the soils are calcareous. Eolian soils, especially those containing soluble calcareous minerals, tend to be loose, fine-grained, and hydrocompactive, meaning they can lose strength, settle, compress, or collapse when water infiltrates the soils. Thick columns of compressible or collapsible soils can result in very significant settlement and structural damage. Alternatively, clay minerals and clayey pockets within the surficial soils may exhibit volume changes (shrink-swell) in response to changes in water content. Potentially highly expansive claystones and shales of the Dawson arkose are present at unknown depths beneath the surficial soils. If claystone layers capable of producing high swell pressures are present within a few feet of foundation bearing depths, they can cause significant structural damage if not properly characterized and mitigated. Lignite is a relatively soft, low-strength material present as layers and discontinuous lenses within the Dawson, and is unsuitable as a foundation bearing material.


Lot-specific geotechnical investigations consisting of drilling, sampling, lab testing and analysis will be needed, once building locations have been identified, to: determine the thickness and extent to which the soils beneath each proposed home are subject to collapse under loading and/or wetting; characterize soil

Greg Barnes
April 11, 2017
Page 2 of 2

and bedrock engineering properties such as density, strength, water content, swell/consolidation potential and bearing capacity; determine depths to groundwater, bedrock, and any impermeable layers that might lead to development of a perched water condition; verify the feasibility of full-depth basements, if planned; and provide earthwork, foundation, floor system, subsurface drainage, and pavement recommendations for design purposes. It is imperative that grading, surface drainage, and subsurface drainage are correctly designed, constructed and maintained to prevent wetting of potentially collapsible and expansive soils in the immediate vicinity of foundation elements.

Onsite wastewater system (OWS). Adams County Soil Survey data indicates that the site is somewhat limited in suitability for conventional septic tank absorption fields due to low-permeability soils exhibiting slow percolation rates. As noted on the plat, septic systems may need to be designed by an engineer. Since engineer-designed OWS typically require more maintenance and have shorter lifespans than conventional systems, a backup OWS location should be identified on each lot.

Thank you for the opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

Jill Carlson, C.E.G.
Engineering Geologist

Greg Barnes

From: deer east [deertraileastadams@gmail.com]
Sent: Monday, April 03, 2017 12:29 PM
To: Greg Barnes
Subject: Re: For Review: PLT2017-00007 Comanche Estates, Filing No. 3

no comments

On Tue, Mar 21, 2017 at 12:55 PM, Greg Barnes <GJBarnes@adcogov.org> wrote:

Request for Comments

Case Name: Comanche Estates, Filing No. 3

Case Number: PLT2017-00007

March 21, 2017

The Adams County Planning Commission is requesting comments on the following request: **Preliminary plat application for major subdivision to create five residential lots.**

This request is located at approximately 1,400 feet northeast of the intersection of Headlight Mile Road and East 44th Drive. The Assessor's Parcel Numbers are 0181323200001, 0181323200003, 0181323200004, 0181323200005. The legal description of the proposed subdivision is: Commencing at the southwest corner of said northwest one-quarter: thence N00°16'32"E along the west line of said northwest one-quarter, a distance of 1144.63 feet; thence S89°43'28"E at right angles from the last described course, a distance of 70.00 feet to the northwest corner of Comanche Vista Estates – Filing No. 2, being the point of beginning: thence N00°16'32"E parallel with the west line of said northwest one-quarter, a distance of 1000.00 feet: thence S89°43'28"E at right angles from the last described course, a distance of 1125.00 feet, thence S00°16'32"W parallel with the west line of said northwest one-quarter, a distance of 997.07 feet to the northeast corner of said Comanche Vista Estates – Filing No. 2, a distance of 469.33'; thence S89°55'04"W along the north line of said Comanche Vista Estates – Filing No. 2, a distance of 469.33'; thence N89°43'28"W along said north line, a distance of 655.68 feet to the point of beginning. Contains 25.811 acres more or less.

Applicant Information: KENNETH NEWBY

EAST 46TH DRIVE AND HEADLIGHT MILE ROAD

BENNETT, CO 80102

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](tel:7205236800) by **04/12/2017** 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.



Brooks Kaufman
Lands and Rights of Way Director

April 7, 2017

Greg Barnes
Adams County
Department of Planning and Development
4430 South Adams County Parkway
Suite W2000A
Brighton, Colorado 80601-8216

Re: COMANCHE ESTATES FILING 3
Case No.: PLT2017-00007

Dear Mr. Barnes:

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, service requirements and environmental impact.

The Association has no comments at this time and approves of the preliminary plat.

Sincerely

A handwritten signature in dark ink, appearing to read "Brooks Kaufman", is written over a light gray circular stamp. The signature is fluid and cursive.

Brooks Kaufman
Lands and Rights-of-Way Director

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION

5496 N. U.S. Highway 85, P.O. Drawer A / Sedalia, Colorado 80135
Telephone (720)733-5493
bkaufman@irea.coop

ROBERT L. TIBBALS, JR.

ATTORNEY AT LAW

6444 SOUTH QUEBEC STREET, SUITE 302

CENTENNIAL, COLORADO 80111

TELEPHONE 303-771-1913 ♦ MOBILE: 303-668-3991

E-MAIL: rltesq@hotmail.com

April 5, 2017

Adams County Community and Economic Development
4430 South Adams County Pkwy., 1st Floor, Suite W2000
Brighton, CO 80601

RE: Comanche Estates, Filing 3, (PLT2017-00007)

To Whom it May Concern:

These comments are submitted on behalf of the Board of Directors and Staff of the Strasburg Metropolitan Parks and Recreation District (the "District"), in response to a referral of request for comments on the above-described development:

1. This proposed residential development will result in a population increase putting additional strain upon existing park and recreation facilities in the area served by the District. Therefore, this third phase of the Comanche Estates Development should be considered on its own merits in determining the amount of local parks and recreation contributions of cash-in-lieu required of the Developer.
2. In addition, the overall increased impact upon existing public parks and recreation facilities, as well as recreation and fitness programs, mandates that the Developer should be held to the maximum cash-in-lieu dedication requirements for the impact upon local parks districts allowed under current Adams County zoning and development regulations.

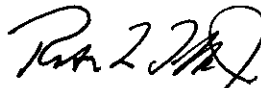
Since Comanche Estates, Filing 3 is an essentially a new development, there is no reason to permit aggregation or credit from earlier phases of this overall Development. Rather, this phase should stand alone in determining the total required local parks exactions under the Adams County Code, if the proposed use is to truly pay its own way in addressing the impacts it creates upon current taxpayers using parks and recreation facilities and programs in the Strasburg area.

Adams County Community and Economic Development
April 5, 2017
Page 2

3. Finally, strong consideration must be given to strict cash-in-lieu considerations as the District currently holds sufficient real property to carry out its functions. Dedication of additional land which cannot be developed or adequately maintained, provides no benefit to local citizens and does not offset any of the impacts created by this new phase of development.

If you have any questions or need additional information, please contact the Strasburg Metropolitan Parks and Recreation District office. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob L Tibbals, Jr.", written in a cursive style.

Robert L. Tibbals, Jr.
Attorney for
Strasburg Metropolitan Parks and Recreation District

cc: SMP&RD



April 12, 2017

Greg Barnes
Adams County Planning
4430 South Adams County Parkway
Brighton, CO 80601-8218

RE: Comanche Estates Filing 3, PLT2017-00007
TCHD Case No. 4322

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the preliminary plat application to create five residential lots located northeast of the intersection of Headlight Mile Road and East 44th Drive. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

On-Site Wastewater Treatment Systems (OWTS)

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. The five proposed residential lots will be served by OWTS. TCHD has no objection provided that the OWTS are permitted, installed, operated and maintained in accordance with our current regulation.

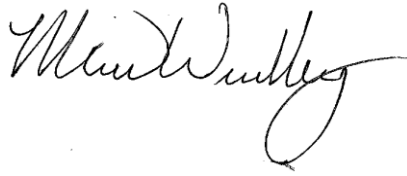
There appears to be an easement running west-east across lots 5, 4, and 3. This may impact the area available to install an OWTS. The applicant shall contact the undersigned to provide TCHD with information about the easement, in order for TCHD to assess how the easement will impact the placement of OWTS on these lots.

Water Service

As stated in the application materials, the proposed lots will be serviced by individual wells. Well construction is permitted through the Colorado Division of Water Resources. More information can be found at <http://water.state.co.us/groundwater/wellpermit/Pages/default.aspx>

Please feel free to contact me at 720-200-1593 or mweakley@tchd.org if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Weakley". The signature is fluid and cursive, with the first name "Michael" and last name "Weakley" clearly distinguishable.

Michael Weakley
Water Program Supervisor

cc: Sheila Lynch, Monte Deatrich, Jeff McCarron, TCHD



September 7, 2017

Greg Barnes
Adams County
Community and Economic Development
4430 S Adams County Pkwy
Brighton, CO 80601

RE: Comanche Vista Estates, PLT2017-00007
TCHD Case No. 4565

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the Comanche Vista Estates, Filing 3 Preliminary Plat located at Headlight Road and East 48th Avenue. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

On-Site Wastewater Treatment Systems

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 requests that the plat note titled "Onsite Water Systems" be revised to reflect current terminology and regulatory requirements in TCHD's On-Site Wastewater Treatment System (OWTS) Regulation O-17. The term Onsite Water Systems should be revised to On-Site Wastewater Treatment Systems wherever present in the plat note. The plat note states:

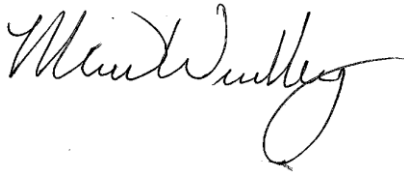
"Tri-County Health Department requires that septic tanks be pumped and inspected every four years. Each property owner shall have his septic tank pumped and inspected by a systems cleaner, licensed by Tri-County Health Department at least every four years, and shall submit a receipt indicating that the septic system has been pumped and inspected to the Tri-County Health Department, Commerce City office. In addition to pumping, the OWS have other maintenance and use requirements that can prevent failure of the system. The Tri-County Health Departments "Septic System Guidelines and Records" has been prepared to educate and advise owners of OWS about use and maintenance of their OWS. Property owners can obtain copies of the guide, as well as information about OWS from Tri-County Health Department's Commerce City office".

Section 6.5 of TCHD's Regulation O-17 states "all septic tanks shall be inspected once every four years and pumped when the accumulation of sludge and scum is greater than 25% of the operating volume of the treatment tank. Dosing tanks shall be inspected and pumped if sludge accumulation is observed". TCHD requests that the applicant change "Each property owner shall have his septic tank pumped and

inspected by a systems cleaner...” to “Each property owner shall have his septic tank inspected once every four every four years and pumped by a systems cleaner, licensed by Tri-County Health Department, when the accumulation of sludge and scum is greater than 25% of the operating volume of the treatment tank. The dosing tanks shall be inspected and pumped if sludge accumulation is observed”.

Please feel free to contact me at 720-200-1593 or mweakley@tchd.org if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Weakley". The signature is fluid and cursive, with a large loop at the end of the last name.

Michael Weakley
Water Program Supervisor

cc: Sheila Lynch, Monte Deatrich, Jeff McCarron, TCHD



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

April 5, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Comanche Estates Filing No. 3, Case # PLT2017-00007

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the preliminary plat for **Comanche Estates F3** and has **no 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



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

September 1, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Comanche Vista Estates, Case # PLT2017-00007

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the plat for **Comanche Vista Estates** and has **no 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

Greg Barnes

From: Holly Russell [HRussell@strasburg31j.com]
Sent: Tuesday, April 11, 2017 3:11 PM
To: Greg Barnes
Subject: Case # PLT2017-00007

To Whom It May Concern,

I am writing in response to the Request for Comments in regards to the application for five more residential lots of Headlight Road. My husband and I have lived in our current residence (58274 E. 42nd Drive) since 1999. The road conditions on Headlight have always been less than ideal, but realize that is something that occurs when living off dirt roads. However, in the past 2.5 years the road conditions have worsened. We believe this is directly a result of the amount of traffic occurring on the road, including new resident homeowners, the commercial vehicle traffic that comes with new construction, as well as the business located to the southwest corner of 38th and Headlight and the new construction of Mountain View Fellowship.

If I understand the written explanation of the project correctly, it states that no there is no immediate plans for paving. While I am hopeful this will be done soon, realistically it will probably not be. The road is already a safety hazard for travel and school buses are unable to transport students in conditions that other routes are able to. I believe this is due to the lack of maintenance that is currently administered on Headlight. It is inevitable that the increase in road traffic will make these conditions of the roads even more dangerous. With that, I do request that maintenance be done more frequently than what is currently being done.

Thanks so much for your consideration,

Holly Russell

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: Comanche Estates, Filing No. 3
Case Number: PLT2017-00007

March 21, 2017

The Adams County Planning Commission is requesting comments on the following request: **Preliminary plat application for major subdivision to create five residential lots.**

This request is located at approximately 1,400 feet northeast of the intersection of Headlight Mile Road and East 44th Drive. The Assessor's Parcel Numbers are 0181323200001, 0181323200003, 0181323200004, 0181323200005. The legal description of the proposed subdivision is: Commencing at the southwest corner of said northwest one-quarter: thence N00°16'32"E along the west line of said northwest one-quarter, a distance of 1144.63 feet; thence S89°43'28"E at right angles from the last described course, a distance of 70.00 feet to the northwest corner of Comanche Vista Estates – Filing No. 2, being the point of beginning: thence N00°16'32"E parallel with the west line of said northwest one-quarter, a distance of 1000.00 feet: thence S89°43'28"E at right angles from the last described course, a distance of 1125.00 feet, thence S00°16'32"W parallel with the west line of said northwest one-quarter, a distance of 997.07 feet to the northeast corner of said Comanche Vista Estates – Filing No. 2, a distance of 469.33'; thence S89°55'04"W along the north line of said Comanche Vista Estates – Filing No. 2, a distance of 469.33'; thence N89°43'28"W along said north line, a distance of 655.68 feet to the point of beginning. Contains 25.811 acres more or less.

Applicant Information: KENNETH NEWBY
EAST 46TH DRIVE AND HEADLIGHT MILE ROAD
BENNETT, CO 80102

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 **04/12/2017** 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. 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



Referral Listing
Case Number PLT2017-00007
Comanche Estates, Filing No. 3

Agency	Contact Information
Adams County	Planning Addressing PLN 720.523.6800
Adams County Construction Inspection	PWCI . PWCI 720-523-6878
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County Treasurer: Send email	Adams County Treasurer bgrimm@adcogov.org 720.523.6376
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-508-3724 brandyn.wiedrich@centurylink.com 720-245-0029
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLO DIV OF WATER RESOURCES	Joanna Williams OFFICE OF STATE ENGINEER 1313 SHERMAN ST., ROOM 818 DENVER CO 80203 303-866-3581 joanna.williams@state.co.us
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

Agency

Contact Information

COLORADO GEOLOGICAL SURVEY	Jill Carlson 1500 Illinois Street Golden CO 80401 303-384-2643 CGS_LUR@mines.edu	303-384-2655
Colorado Geological Survey: CGS_LUR@mines.edu	Jill Carlson Mail CHECK to Jill Carlson 303-384-2643 CGS_LUR@mines.edu	303-384-2655
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	
Engineering Department - ROW	Transportation Department PWE - ROW 303.453.8787	
Engineering Division	Transportation Department PWE 6875	
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	
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	

Agency

Contact Information

STRASBURG FIRE PROTECTION DIST #8

GERRI VENTURA
PO BOX 911
STRASBURG CO 80136
303-622-4814
stfiredist8@netecin.net

STRASBURG PARKS AND REC DIST.

Angie Graf
P.O. BOX 118
STRASBURG CO 80136
(303) 622-4260
angie@strasburgparks.org

STRASBURG SCHOOL DISTRICT 31J

Monica Johnson
56729 E Colorado Ave
STRASBURG CO 80136
303-622-9211
mjohnson@strasburg31j.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 DEPARTMENT

Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111
720-200-1571
landuse@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org
.

UNITED STATES POST OFFICE

MARY C. DOBYNS
56691 E COLFAX AVENUE
STRASBURG CO 80136-8115
303-622-9867
mary.c.dobyns@usps.gov

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

6.3 Property Owner List

BEECK ALEX
58285 E 40TH DR
STRASBURG CO 80136-8123

GALLEGOS MICHAEL J AND
GALLEGOS MINDI L
58311 E 42ND DR
STRASBURG CO 80136-8128

BLAUW WILLIAM J AND
BLAUW MARILYN ANN
4300 STRASBURG RD
STRASBURG CO 80136-8005

HARPER NORMAN C LIVING TRUST
AGREEMENT
58465 E 40TH DR
STRASBURG CO 80136-8123

BREIDING PHILIP S AND
BREIDING JESSICA L
58727 E 40TH DR
STRASBURG CO 80136

HUNT MICKEY AND
HUNT KRISTINA
4200 FLANDIN CT
STRASBURG CO 80136-8125

BURCHFIELD DOUGLAS A
PO BOX 572
STRASBURG CO 80136

KRING DANA D
58498 E 42ND DR
STRASBURG CO 80136-8127

CASTANEDA DOMINGUEZ BLANCA A
4889 HEADLIGHT RD
STRASBURG CO 80136-8108

LEIKER TROY L AND
LEIKER SHARON L
58413 E 42ND DR
STRASBURG CO 80136

CMH HOMES INC
C/O INV-0073951
MARYVILLE TN 37802-4007

MC PHERREN PATRICK W
58386 E 42ND DR
STRASBURG CO 80136

CMH HOMES INC
C/O INV-0073942
MARYVILLE TN 37802-4007

MC WILLIAMS DAVIS BRUCE AND
DAVIS SHARON KAY
58805 E 40TH DR
STRASBURG CO 80136-8144

DAMERS RICARDO A WOJCIK
58370 E 40TH DR
STRASBURG CO 80136-8122

NEWBY KENNETH W
PO BOX 830
BENNETT CO 80102

EHLER FAMILY LIMITED LIABILITY COMPANY
78101 BOVEE CIR
PALM DESERT CA 92211-2331

PACELLO LORI L
58209 E 42ND DRIVE
STRASBURG CO 80136

EHLER JOHN H AND EHLER H GAYLE TRUSTEES
OF JOHN H AND H GAYLE EHLER LIVING TRUST
78101 BOVEE CIR
PALM DESERT CA 92211-2331

RAABE JASON L
1215 CHERRY ST
MONTPELIER OH 43543-1804

RICHTER JEFFREY B AND
RICHTER NANCY D
58480 E 40TH DRIVE
STRASBURG CO 80136

YOCKEY ALAN/KAREN AND
LEE REBECCA
PO BOX 488
STRASBURG CO 80136

RITTER CHRISTOPHER A AND
RITTER DIANE J
58375 E 40TH DRIVE
STRASBURG CO 80136

RUSSELL HOLLY C AND RUSSELL SHANE J
PO BOX 868
STRASBURG CO 80136

SAUR MICHAEL J AND SAUR CHERYL L
4299 FLANDIN COURT
STRASBURG CO 80136-8126

SMITH DONALD LEE
58117 E 42ND DR
STRASBURG CO 80136-8128

THURMOND JOSHUA E AND
THURMOND GAIL M
23609 E FREMONT CIR UNIT 102
AURORA CO 80016

WESTON GILBERT S
5357 LAREDO ST
DENVER CO 80239-6494

WOODWARD WILLIAM D AND
WOODWARD BRENDA
58195 E 40TH DR
STRASBURG CO 80136

YOCKEY ALAN R AND
YOCKEY KAREN L
PO BOX 488
STRASBURG CO 80136-0488

YOCKEY ALAN R AND YOCKEY KAREN L AND
YOCKEY REBECCA J
58645 E 40TH DR
STRASBURG CO 80136-8144

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: Comanche Vista Estates, Filing No. 3
Case Number: PLT2017-00007
Planning Commission Hearing Date: 10/26/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date: 11/14/2017 at 9:30 a.m.

September 18, 2017

Two public hearings have been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **Major subdivision preliminary plat to create five lots.** The proposed use will be Residential. This request is located approximately 750 feet northeast of the intersection of East 44th Avenue and Headlight Road. The Assessor's Parcel Number is 0181323200006. The legal description is the site is:

Commencing at the southwest corner of said northwest one-quarter: thence N00°16'32"E along the west line of said northwest one-quarter, a distance of 1144.63 feet; thence S89°43'28"E at right angles from the last described course, a distance of 70.00 feet to the northwest corner of Comanche Vista Estates – Filing No. 2, being the point of beginning: thence N00°16'32"E parallel with the west line of said northwest one-quarter, a distance of 1000.00 feet; thence S89°43'28"E at right angles from the last described course, a distance of 1125.00 feet, thence S00°16'32"W parallel with the west line of said northwest one-quarter, a distance of 997.07 feet to the northeast corner of said Comanche Vista Estates – Filing No. 2, a distance of 469.33'; thence S89°55'04"W along the north line of said Comanche Vista Estates – Filing No. 2, a distance of 469.33'; thence N89°43'28"W along said north line, a distance of 655.68 feet to the point of beginning. Contains 25.811 acres more or less.

Applicant Information: Kenneth Newby
P.O. Box 830
Bennett, CO 80102

The hearings will be held in the Adams County Hearing Room located at 4430 S. Adams County Pkwy, 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.

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

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.

A handwritten signature in black ink, appearing to read "Greg Barnes", with a long horizontal flourish extending to the right.

Greg Barnes
Case Manager

PUBLICATION REQUEST

Comanche Vista Estates, Filing No. 3

Case Number: PLT2017-00007
Planning Commission Hearing Date: 10/26/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date: 11/14/2017 at 9:30 a.m.

Request: Request for major subdivision preliminary plat for creation of five lots

Location: Approximately 750 feet northeast of the intersection of Headlight Road and East 46th Avenue

Parcel Number: 0181323200006

Case Manager: Greg Barnes

Case Technician: Shayla Christenson

Applicant: KENNETH NEWBY 720-281-2102
PO BOX 830
BENNETT, CO 80102

Owner: NEWBY KENNETH W
PO BOX 830
BENNETT, CO 80102

Representative: LISA GARD
MOLEN & ASSOCIATES
2090 E. 104TH AVE. #205
THORNTON, CO 80233

Legal Description:

Commencing at the southwest corner of said northwest one-quarter: thence N00°16'32"E along the west line of said northwest one-quarter, a distance of 1144.63 feet; thence S89°43'28"E at right angles from the last described course, a distance of 70.00 feet to the northwest corner of Comanche Vista Estates – Filing No. 2, being the point of beginning: thence N00°16'32"E parallel with the west line of said northwest one-quarter, a distance of 1000.00 feet: thence S89°43'28"E at right angles from the last described course, a distance of 1125.00 feet, thence S00°16'32"W parallel with the west line of said northwest one-quarter, a distance of 997.07 feet to the northeast corner of said Comanche Vista Estates – Filing No. 2, a distance of 469.33'; thence S89°55'04"W along the north line of said Comanche Vista Estates – Filing No. 2, a distance of 469.33'; thence N89°43'28"W along said north line, a distance of 655.68 feet to the point of beginning. Contains 25.811 acres more or less.

CERTIFICATE OF POSTING



I, **J. Gregory Barnes** do hereby certify that I posted the property at

750 Feet North of 44th Avenue & Headlight Mile Road

on October 3, 2017

in accordance with the requirements of the Adams County Zoning Regulations

J. Gregory Barnes

Comanche Vista Estates, Filing 3

PLT2017-00007

46th Avenue & Harvest Rd.

November 14, 2017

Board of County Commissioners Public Hearing
Community and Economic Development Department

Case Manager: Greg Barnes



Request

Preliminary Plat for Major Subdivision to create 5 lots on
26 acres.

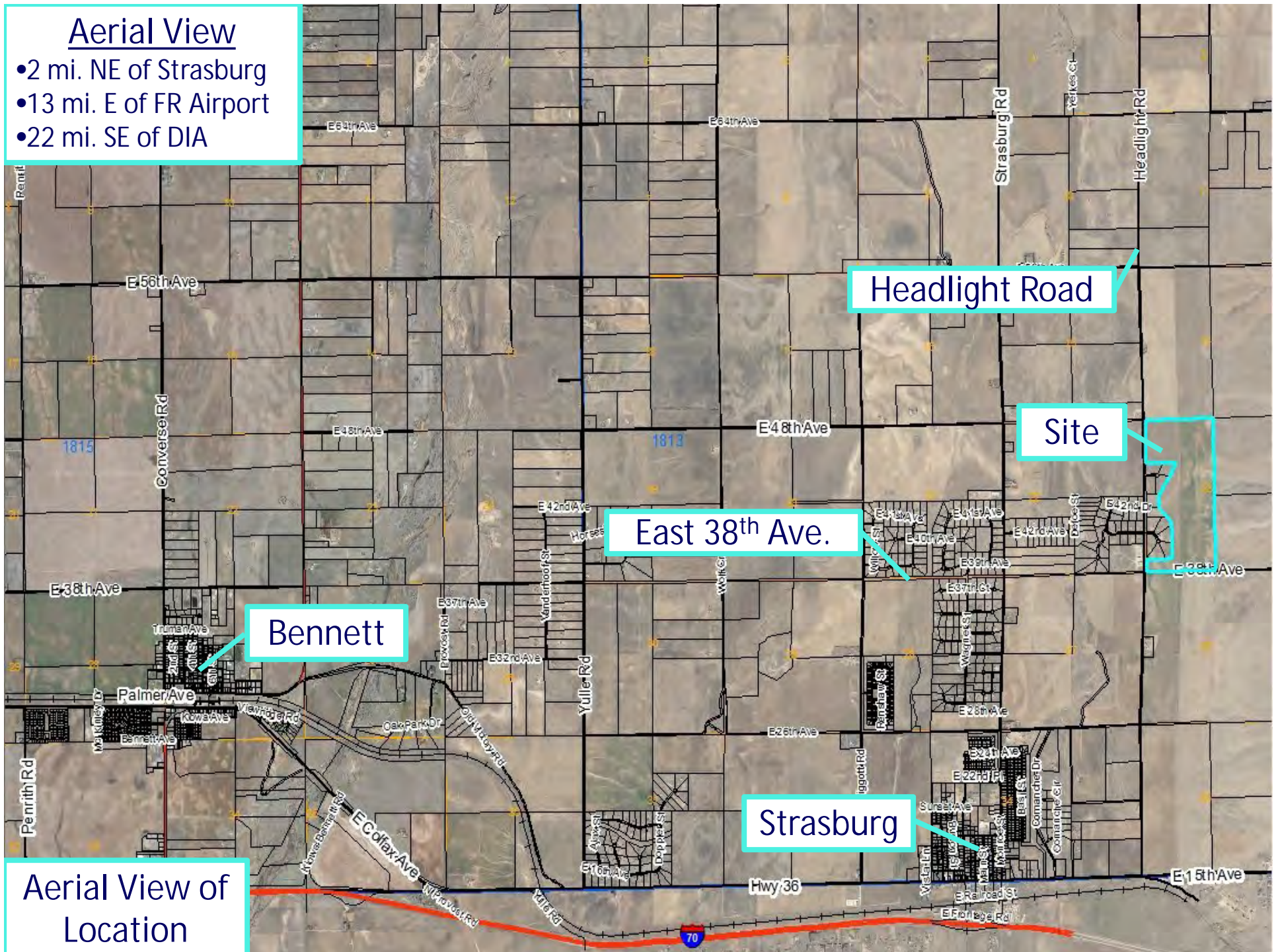
Background

Comanche Vista Estates PUD

- Development Plan on 307 acres (Aug 2003)
 - 18 single-family lots (min. 5-acre lots)
 - 217 acres conservation easement
- 3 filings: 12 lots (2003-2007)

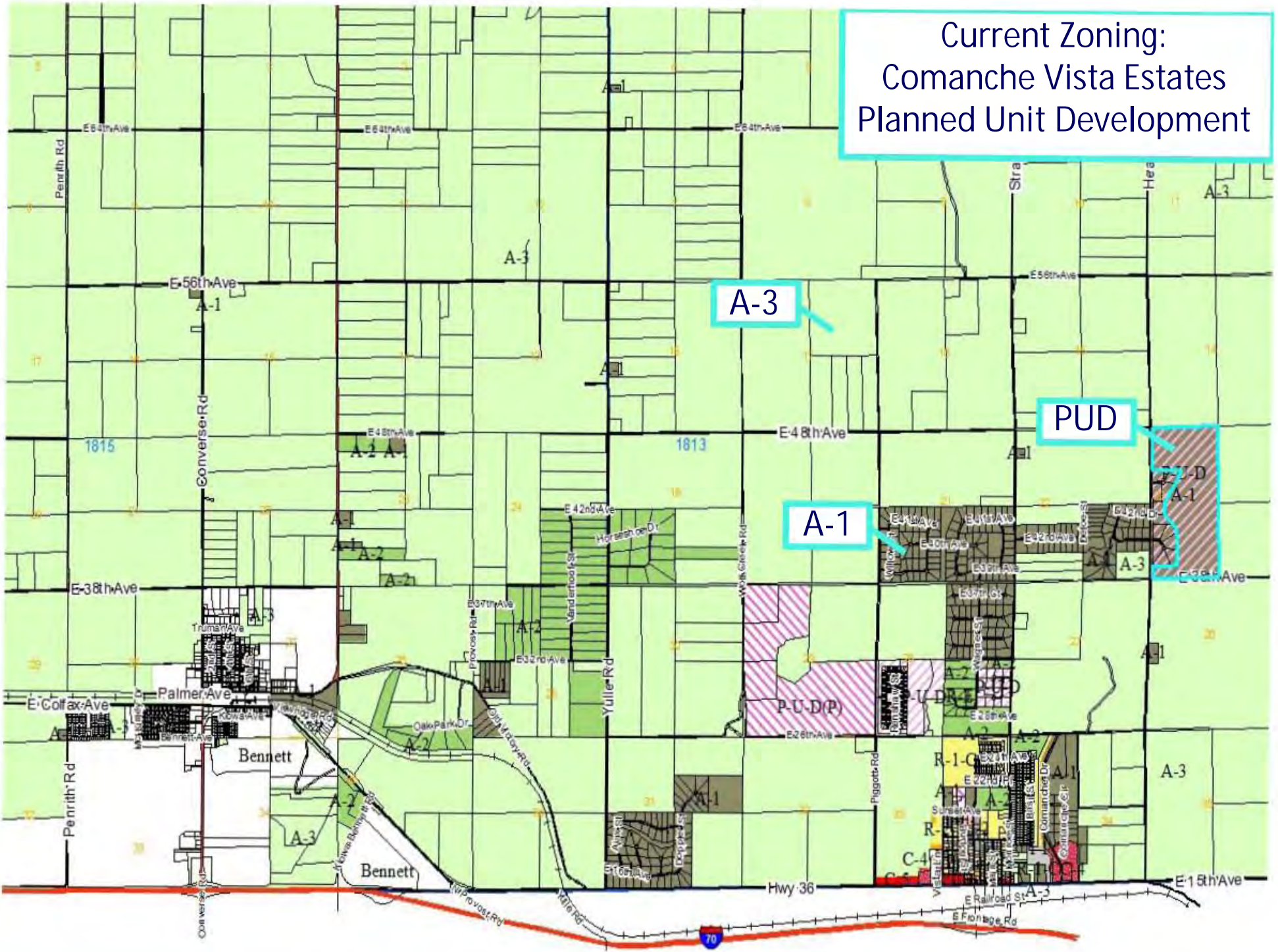
Aerial View

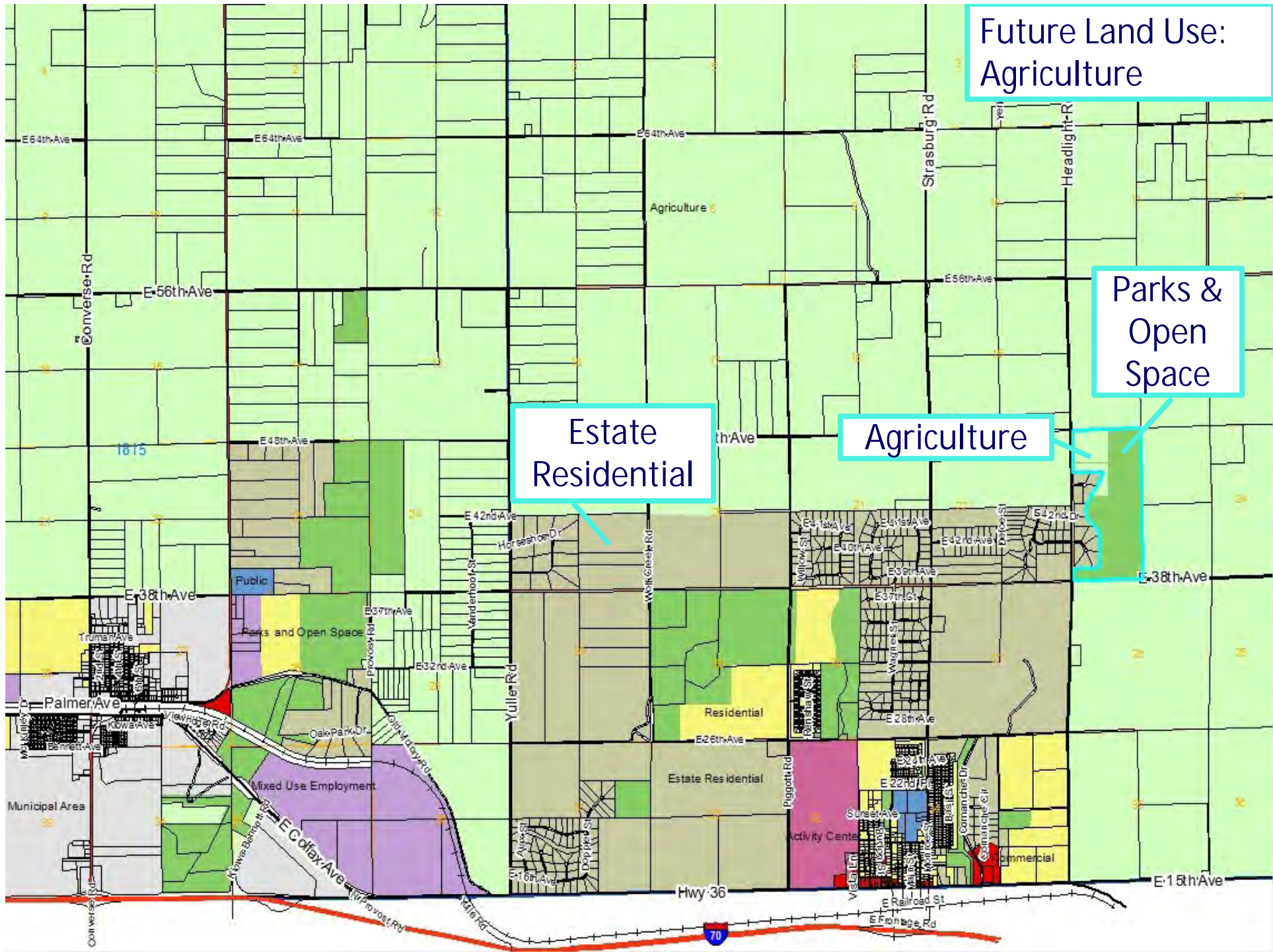
- 2 mi. NE of Strasburg
- 13 mi. E of FR Airport
- 22 mi. SE of DIA



Aerial View of Location

Current Zoning:
Comanche Vista Estates
Planned Unit Development



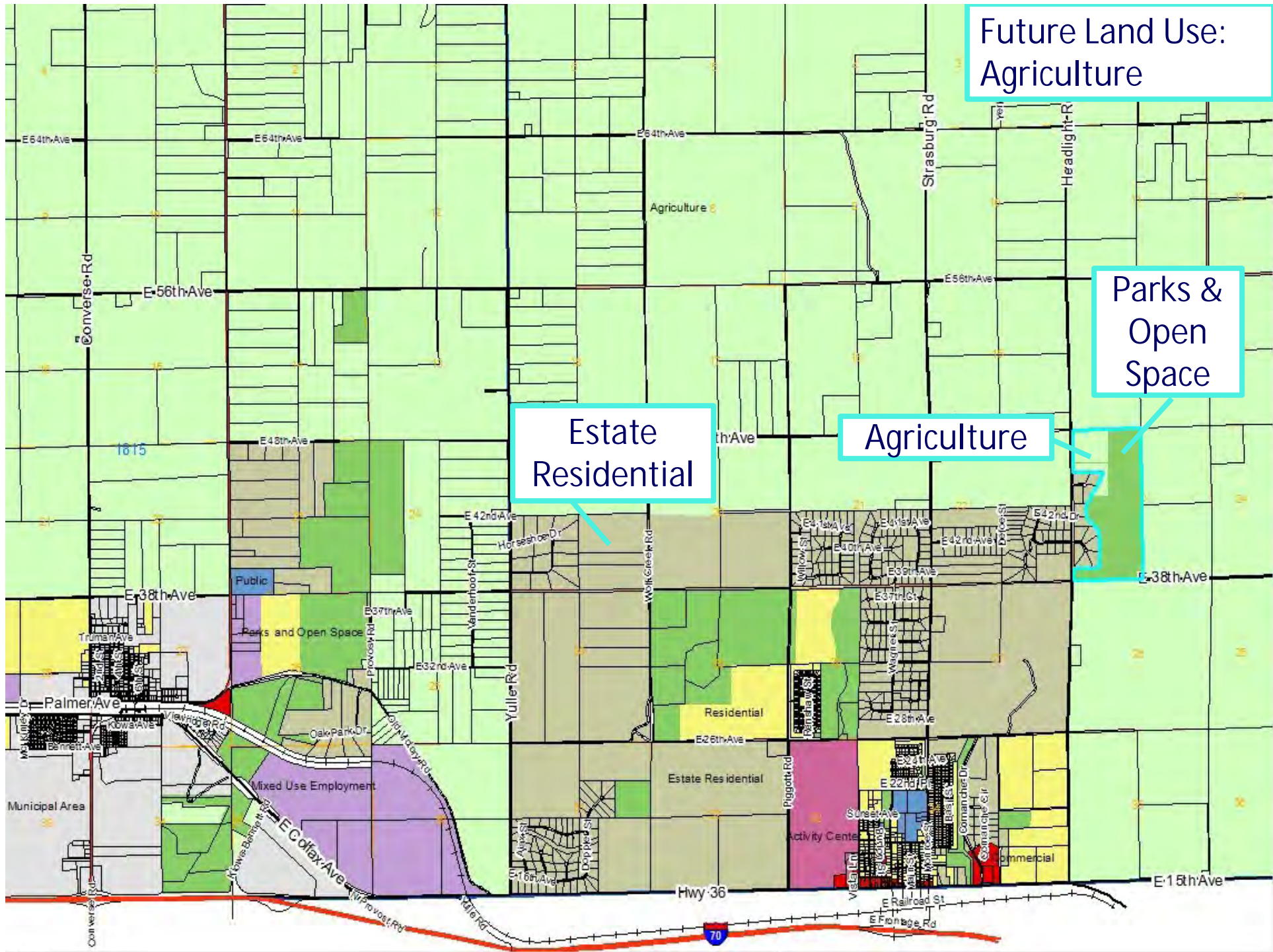
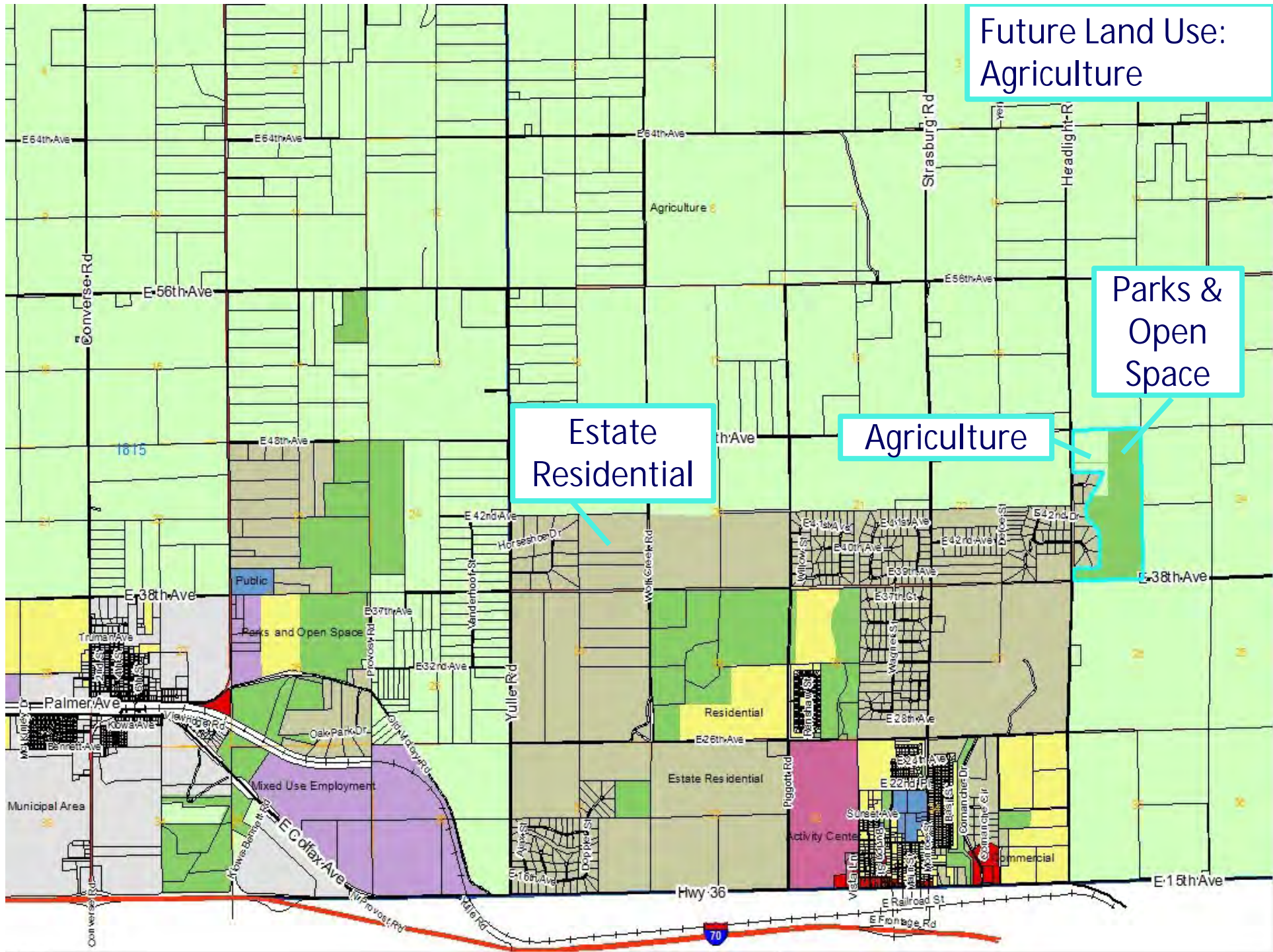


Future Land Use:
Agriculture

Parks &
Open
Space

Estate
Residential

Agriculture



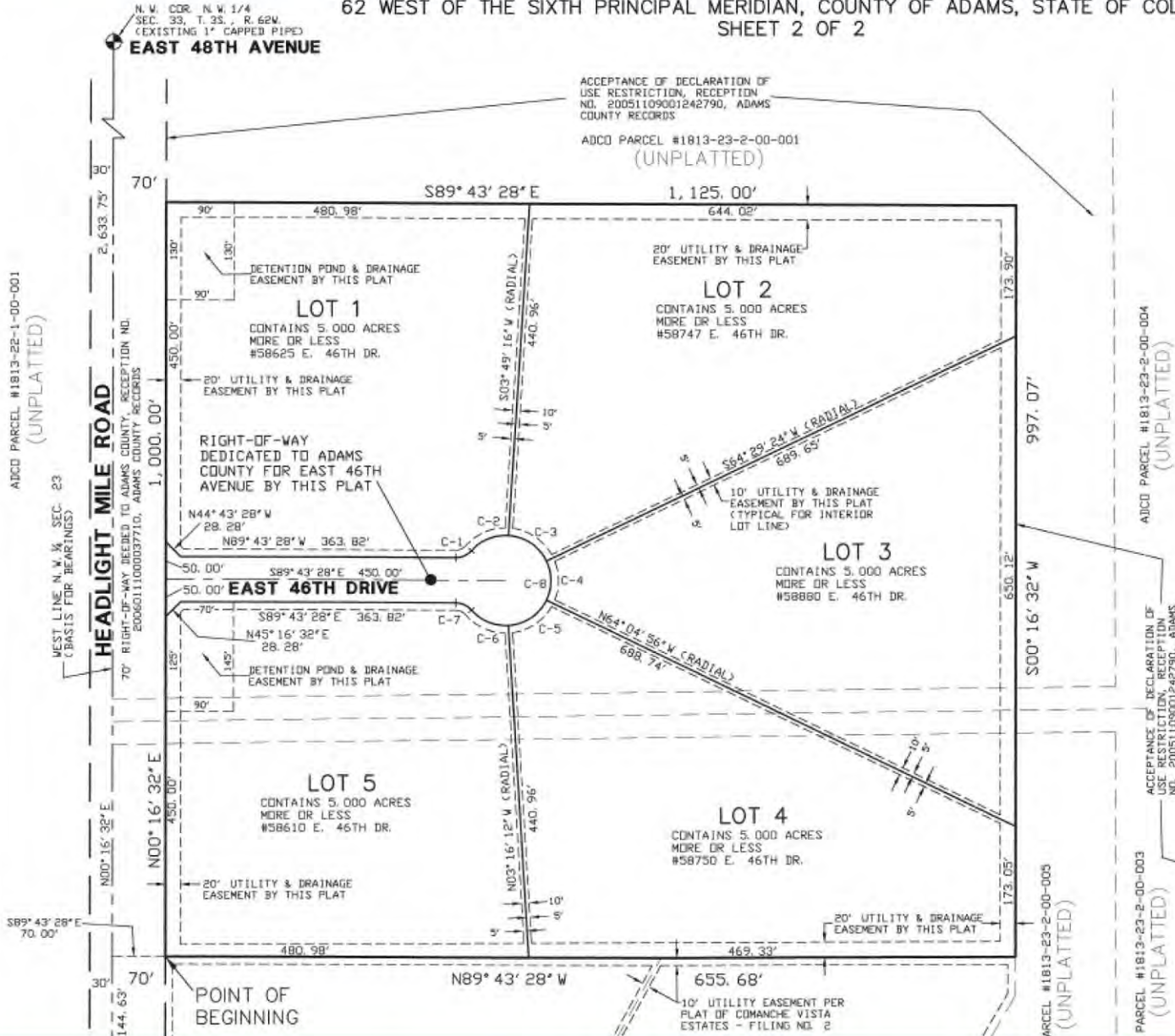
Criteria for Major Subdivision Preliminary Plat Approval

Section 2-02-17-03-05

1. Consistent with Comprehensive Plan
2. Consistent with Development Standards
3. Conforms to Subdivision Design Standards
4. Sufficient Water Supply
5. Established Sewage Disposal
6. Identified Soil & Topographical Issues
7. Adequate Drainage Improvements
8. Conforms to Density Standards
9. Compatible & Harmonious to Surrounding Area

COMANCHE VISTA ESTATES - FILING NO. 3 - PRELIMINARY PLAT

A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. CASE NO: .
SHEET 2 OF 2



SCALE: 1"=100'

LEGEND

- DENOTES: FOUND #5 REBAR & CAP, BAYER - P. L. S. 6973, FLUSH W/GROUND
- DENOTES: SET #5 REBAR & CAP, BAYER - P. L. S. 6973, FLUSH W/GROUND

CURVE CHART		CHORD BEARING	CHORD DISTANCE		
CURVE #	RADIUS	DELTA			
C-1	28.00'	23.83'	48°46'10"	S65°53'27"W	23.12'
C-2	60.00'	34.78'	52°18'54"	S67°39'49"W	32.90'
C-3	60.00'	63.53'	60°40'08"	N35°50'40"W	60.61'
C-4	60.00'	53.86'	51°25'41"	N00°15'14"E	32.07'
C-5	60.00'	62.68'	60°48'44"	N56°19'26"E	60.74'
C-6	60.00'	64.78'	52°18'54"	S67°06'45"E	32.90'
C-7	28.00'	23.83'	48°46'10"	S65°06'45"E	23.12'
C-8	60.00'	290.64'	277°32'20"	S00°16'32"W	79.09'

ADCO PARCEL #1813-23-2-00-004 (UNPLATTED)

ACCEPTANCE OF DECLARATION OF USE RESTRICTION, RECEPTION NO. 20051109001242790, ADAMS COUNTY RECORDS

PARCEL #1813-23-2-00-003 (UNPLATTED)

ADCO PARCEL #1813-22-1-00-001 (UNPLATTED)

WEST LINE N.W. 1/4, SEC. 23 (BASIS FOR BEARINGS)

HEADLIGHT MILE ROAD RIGHT-OF-WAY DEDICATED TO ADAMS COUNTY, RECEIPTS NO. 20060111000037710, ADAMS COUNTY RECORDS

N.W. COR. N.W. 1/4 SEC. 33, T. 2S., R. 62W. EXISTING 1" CARPETED PIPE EAST 48TH AVENUE

ACCEPTANCE OF DECLARATION OF USE RESTRICTION, RECEPTION NO. 20051109001242790, ADAMS COUNTY RECORDS

ADCO PARCEL #1813-23-2-00-001 (UNPLATTED)

PARCEL #1813-23-2-00-000 (UNPLATTED)

10' UTILITY EASEMENT PER PLAT OF COMANCHE VISTA ESTATES - FILING NO. 2

Development Standards

Comanche Vista Estates PUD

- Minimum Lot Size:
 - 5 acres
- Consistent with Development Plan:
 - Lot Boundaries match approved PUD

Analysis

- Water:
 - Well permits through CDWR
- Sewage:
 - Individual Septic Systems through TCHD
- Electric Service:
 - Provided by IREA









Referral Period

Notices Sent	Comments Received
31	1

2,000 foot referral distance

Public comment: Traffic

No objections: External Referral Agencies

PC Update

- Hearing: October 26, 2017
- Concern:
 - Traffic Conditions on Headlight Road

Approval of the preliminary plat (PLT2017-00007 – Comanche Vista Estates, Filing 3) with 9 findings-of-fact, 6 conditions, and 1 note

Staff Recommendation

- Consistent with Comprehensive Plan
- Compliant with Devt. & Subd. Design Standards
- Consistent with approved PUD
- Compatible with surrounding area
- Water, Sewage, & Electric Service Provided

Approval of the preliminary plat (PLT2017-00007 – Comanche Vista Estates, Filing 3) with 9 findings-of-fact, 6 conditions, and 1 note

Recommended Findings-of-Fact

1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is consistent with the purposes of these standards and regulations.
3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
4. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
5. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.

Recommended Findings-of-Fact

6. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.

Recommended Findings-of-Fact

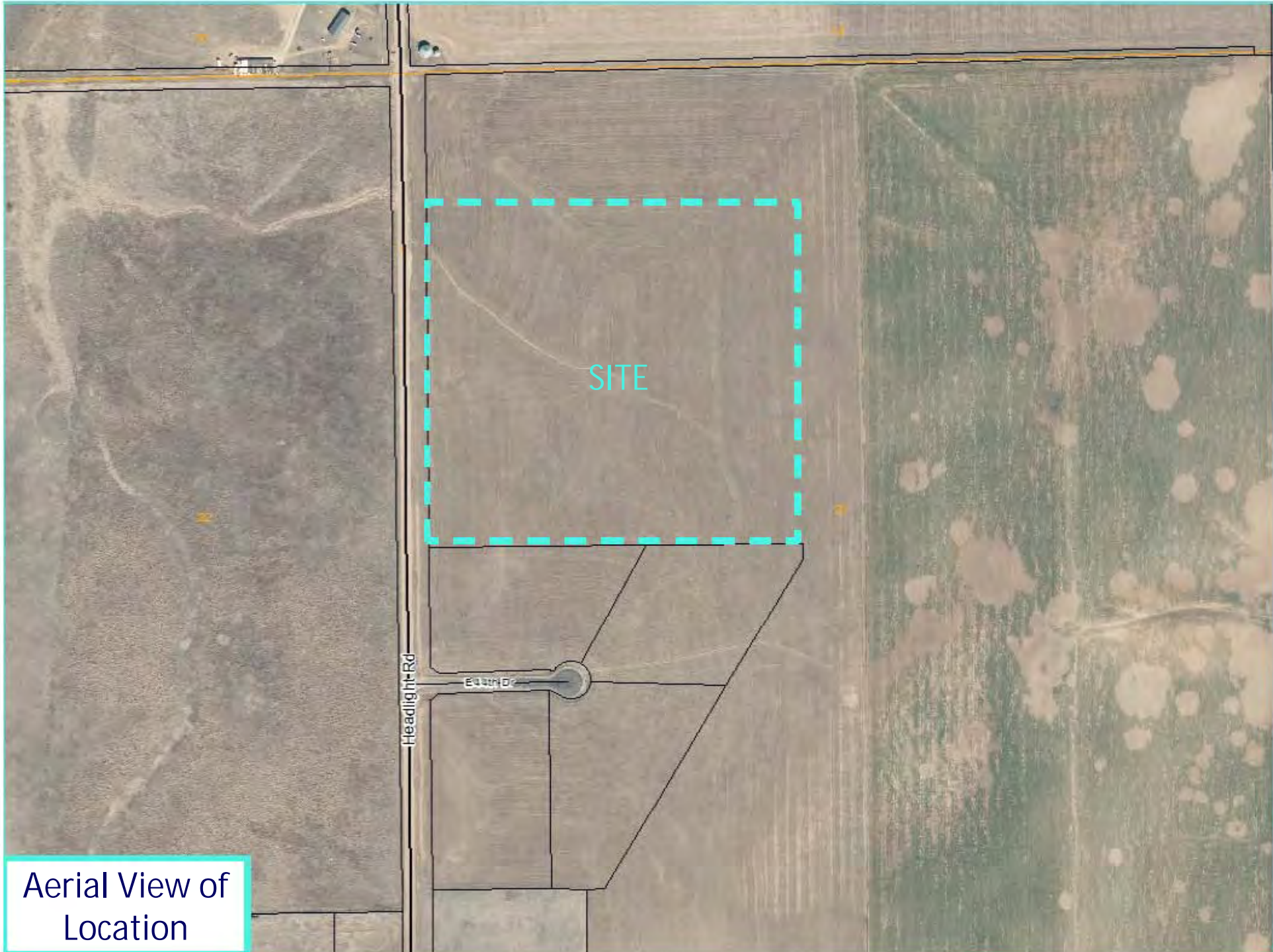
9. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
 - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
 - e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

Recommended Conditions

1. The applicant shall submit to Adams County Development Services a final drainage analysis and report for review and approval with any application for a final plat.
2. The applicant shall submit to Adams County Development Services a final traffic impact study for review and approval with any application for a final plat.
3. A Subdivision Improvement Agreement and collateral shall be submitted with the final plat application.
4. Public Land Dedication (PLD) fees shall be submitted with any application for a final plat.
5. Prior to or with the final plat, the applicant shall address all the comments and concerns from the Adams County Right-of-Way Section regarding final plat document requirements.
6. All utilities shall be located underground pursuant to the Adams County Development Standards and Regulations.

Recommended Note

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.



Aerial View of
Location

