



**Board of County Commissioners**

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

**PUBLIC HEARING AGENDA**

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

**THIS AGENDA IS SUBJECT TO CHANGE**

**Tuesday**  
**March 10, 2020**  
**9:30 AM**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**4. AWARDS AND PRESENTATIONS**

- A.** Proclamation of March 8-14, 2020 as AmeriCorps Week
- B.** Resolution Recognizing Mandy McCormick as the 2020 Adams County Fair Queen and Kira Szulinski as the 2020 Lady-in-Waiting (File approved by ELT)
- C.** Presentation of the 2020 Adams County Fair Royalty

**5. PUBLIC COMMENT**

**A. Citizen Communication**

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

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

- A.** List of Expenditures Under the Dates of February 17-21, 2020
- B.** Minutes of the Commissioners' Proceedings from February 25, 2020

- C.** Resolution Approving an Intergovernmental Agreement between Adams County and the Colorado Department of Transportation for the Interstate 70 System Study  
(File approved by ELT)
- D.** Resolution Accepting a Utility Easement from Archdiocese of Denver to Adams County for Non-Exclusive Purposes  
(File approved by ELT)
- E.** Resolution Accepting a Utility Easement from James Lee Ruscetta and Margaret Ann Rose to Adams County for Non-Exclusive Purposes  
(File approved by ELT)
- F.** Resolution Accepting a Utility Easement from Frederic M. Sims Trust to Adams County for Non-Exclusive Purposes  
(File approved by ELT)
- G.** Resolution Accepting a Utility Easement from Roller Investment Co., LLC, to Adams County for Non-Exclusive Purposes  
(File approved by ELT)
- H.** Resolution Accepting a Utility Easement from 74th Avenue Limited Partnership to Adams County for Non-Exclusive Purposes  
(File approved by ELT)
- I.** Resolution Accepting a Utility Easement from Rafael Mendoza and Florence Mendoza to Adams County for Non-Exclusive Purposes  
(File approved by ELT)
- J.** Resolution Accepting Quitclaim Deed Conveying Property from Fernando Bencomo Portillo and Diana Villar to Adams County for the Dedication of Road Right-of-Way  
(File approved by ELT)
- K.** Resolution Accepting Quitclaim Deed Conveying Property from Vandara Pongphachanxay to Adams County, for the Dedication of Road Right-of-Way  
(File approved by ELT)
- L.** Resolution Approving the 2020 Adams County Annual Operating Plan Prepared Pursuant to the Agreement for Cooperative Wildfire Protection in Adams County  
(File approved by ELT)
- M.** Resolution Approving Right-of-Way Agreement between Adams County and Manuelita M. Castro, for Property Necessary for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street  
(File approved by ELT)
- N.** Resolution Approving Right-of-Way Agreement between Adams County and Arakouzo for Property Necessary for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street  
(File approved by ELT)
- O.** Resolution Approving Right-of-Way Agreement between Adams County and The Western Stock Show Association for Property Necessary for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street  
(File approved by ELT)
- P.** Resolution Accepting a Permanent Drainage Easement from City of Westminster to Adams County for Drainage Purposes  
(File approved by ELT)

- Q.** Resolution Approving Intergovernmental Agreement between Adams County and the City of Brighton Regarding a Study of a Transfer of Development Rights Program  
(File approved by ELT)

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

- 1.** Resolution Authorizing Fifth Supplemental Appropriations to the 2019 Adams County Government Budget  
(File approved by ELT)
- 2.** Resolution Approving an Agreement between Adams County and Kimley-Horn and Associates, Inc., to Provide a Spaceport Master Plan  
(File approved by ELT)
- 3.** Resolution Approving an Agreement between Adams County and Allied Recycled Aggregates for Crushed Recycled Aggregates  
(File approved by ELT)
- 4.** Resolution Approving the Agreement between Adams County and GMCO Corporation, for 2020 Fugitive Dust Chloride Abatement  
(File approved by ELT)
- 5.** Resolution Approving an Agreement between Adams County and Bayaud Enterprises for the Adams County Day Works Pilot Program  
(File approved by ELT)

**B. COUNTY ATTORNEY**

**8. LAND USE HEARINGS**

**A. Cases to be Heard**

- 1.** PLN2020-00002 Chapter 4 Text Amendments  
(File approved by ELT)

**9. ADJOURNMENT**

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

# Proclamation

## “AmeriCorps Week”

March 8-14, 2020

**Whereas**, service to others is a hallmark of the American character, and throughout our history citizens have stepped up to meet our challenges by volunteering in their communities; and

**Whereas**, AmeriCorps provides opportunities for nearly 75,000 Americans to serve their country through an intensive commitment to service at nonprofits, schools, public agencies, community, and faith-based groups across the country; and

**Whereas**, AmeriCorps enriches the lives of its members, building habits that create engaged citizens who are active participants in civic matters affecting their communities long after their service terms are completed; and

**Whereas**, AmeriCorps members encourage collaboration and partnerships, leveraging millions of volunteers in service and acquiring the support of business partners to increase the effectiveness of their initiatives; and

**Whereas**, in Colorado, more than 2,100 AmeriCorps members of various ages and backgrounds helped to meet local needs at more than 400 locations in the State by tutoring or mentoring children and youth, preserving environmental resources, building capacity of community partners, and supporting access to healthy food and affordable housing; and

**Whereas**, in exchange for their service, AmeriCorps members develop valuable work skills; earn money for continuing education; and strengthen the lives of their families, communities, and the State of Colorado as a whole; and

**Whereas**, since AmeriCorps was founded in 1994, 36,000 AmeriCorps members in Colorado served more than 36 million hours and qualified for the Segal AmeriCorps Education Awards totaling more than \$90.8 million; and

**Whereas**, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the more than 1 million Americans who have chosen to serve their country through AmeriCorps and their community partners, and to encourage more Americans to follow their footsteps in service.

**Now, Therefore, Be It Resolved That**, the Board of Commissioners of the County of Adams, State of Colorado, proclaims March 8-14, 2020 as

**“AmeriCorps Week”**

and urges citizens to thank AmeriCorps members and alumni for their service and to find their own ways to give back to their communities.

*In witness whereof, we have set our hands and caused the seal of the county to be affixed March 10, 2020.*



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Presentation of the 2020 Adams County Fair Royalty
<b>FROM:</b> Casandra Vossler
<b>AGENCY/DEPARTMENT:</b> Parks, Open Space & Cultural Arts
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the 2020 Adams County Fair Royalty as official representatives of the Adams County Fair.

### **BACKGROUND:**

The Adams County Parks, Open Space and Cultural Arts Department conducted the 2020 royalty competition in September at the Riverdale Regional Park Complex. Contestants competed in the areas of horsemanship, personal interviews, application completeness, modeling, impromptu questions and etiquette. Kira Szulinski was selected as the 2020 Lady-in-Waiting who will promote the Adams County Fair alongside Mandy McCormick, the 2020 Queen.

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

Parks, Open Space & Cultural Arts

### **ATTACHED DOCUMENTS:**

2020 Adams County Fair Royalty Resolution.

**FISCAL IMPACT:**

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

<b>Fund: 01</b>
<b>Cost Center: 5010</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	6331		1000.00
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>1000.00</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	8676.106		6000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$6000.00</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOGNIZING MANDY MCCORMICK AS THE 2020 ADAMS  
COUNTY FAIR QUEEN AND KIRA SZULINKSKI AS THE 2020 LADY-IN-  
WAITING

WHEREAS, Adams County is holding the 2020 Adams County Fair from August 5<sup>th</sup> through 9<sup>th</sup>; and,

WHEREAS, there is a strong tradition in the County to hold an Annual Fair with a Fair Queen and Lady-in-Waiting presiding over the festivities; and,

WHEREAS, Adams County is proud of its youth and proud to honor young women in the County with the Fair Queen and Lady-in-Waiting coronation; and,

WHEREAS, Adams County has an approved Adams County Fair Queen and Lady-in-Waiting position with adopted roles and responsibilities and a procedure for selecting the Adams County Fair Queen and Lady-in-Waiting; and,

WHEREAS, Adams County held the Adams County Fair Queen and Lady-in-Waiting competition and selected Mandy McCormick as the official representative of the 2020 Adams County Fair as Queen and Kira Szulinski as the official representative of the 2020 Adams County Fair as the Lady-in-Waiting; and,

WHEREAS, Mandy McCormick and Kira Szulinski are role models in the community and the County recognizes their many accomplishments that qualify them for these roles.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Mandy McCormick is the official 2020 Adams County Fair Queen and Kira Szulinski is the official 2020 Adams County Fair Lady-in-Waiting.

## STAFF SUMMARY

**To:** Board of County Commissioners  
Raymond H. Gonzales, County Manager

**Through:** Alisha Reis, Deputy County Manager

**Through:** J. Byron Fanning, Jr., Parks, Open Space & Cultural Arts Director

**From:** Casandra Vossler, Fair and Special Events Manger

**Date:** February 11, 2020

**Re:** 2020 Adams County Fair Queen – Mandy McCormick  
2020 Adams County Lady-in-Waiting – Kira Szulinski

**PURPOSE:**

To adopt a resolution approving Mandy McCormick as the 2020 Adams County Fair Queen and Kira Szulinski as the 2020 Lady-in-Waiting.

**BACKGROUND:**

The Parks, Open Space & Cultural Arts Department conducted the 2020 Adams County Fair Royalty Competition in September at the Riverdale Regional Park Complex. The Lady-in-Waiting contestants competed for the title in the areas of horsemanship, personal interview, application completeness, modeling, impromptu questions and etiquette. Kira Szulinski was selected as the 2020 Lady-in-Waiting who will promote Adams County alongside Mandy McCormick, 2020 Queen.

**COST AND SOURCE OF FUNDING:**

\$6,000.00 has been allocated within the budget for the purpose of holding the annual contest and purchasing necessary supplies so that the fair queen and her lady-in-waiting may carry out their duties with the promotion of the Adams County Fair.

**TIMING:**

N/A

**INTERESTED/INVOLVED PARTIES:**

Interested and involved parties include the Parks, Open Space & Cultural Arts Department.

**AGENCIES, DEPARTMENTS, OFFICES COORDINATED WITH:**

Parks, Open Space & Cultural Arts Department.

**RECOMMENDED ACTION:**

The Parks, Open Space & Cultural Arts Department requests that the Resolution to approve the 2020 Adams County Fair Queen, Mandy McCormick and Kira Szulinski, the 2020 Lady-in-Waiting be approved.

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

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	866,581.56
5	Golf Course Enterprise Fund	38,994.70
6	Equipment Service Fund	29,748.90
7	Stormwater Utility Fund	176.02
13	Road & Bridge Fund	1,964,944.52
19	Insurance Fund	1,149,323.30
25	Waste Management Fund	8,713.36
27	Open Space Projects Fund	249,270.80
31	Head Start Fund	12,663.36
34	Comm Services Blk Grant Fund	18,534.72
35	Workforce & Business Center	10,191.08
43	Colorado Air & Space Port	48,148.73
50	FLATROCK Facility Fund	6.93
		<u>4,397,297.98</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>
00005880	37193	CINA & CINA FORENSIC CONSULTIN	2/21/2020	216.65
00005882	373974	DAWN B HOLMES INC	2/21/2020	1,025.00
00005887	982677	ROCKY MOUNTAIN CATERING	2/21/2020	11,849.54
00005892	491215	WELLPATH LLC	2/21/2020	64,776.05
00746506	12012	ALSCO AMERICAN INDUSTRIAL	2/19/2020	108.20
00746510	8973	C & R ELECTRICAL CONTRACTORS I	2/19/2020	1,066.00
00746511	32456	CACCB	2/19/2020	120.00
00746512	37266	CENTURY LINK	2/19/2020	96.99
00746513	37266	CENTURY LINK	2/19/2020	216.17
00746516	13245	COLO AGRICULTURAL DITCH CO	2/19/2020	3,120.00
00746517	5050	COLO DIST ATTORNEY COUNCIL	2/19/2020	840.00
00746518	252174	COLORADO COMMUNITY MEDIA	2/19/2020	63.72
00746519	13049	COMMUNITY REACH CENTER	2/19/2020	438.00
00746520	13049	COMMUNITY REACH CENTER	2/19/2020	3,000.00
00746521	255001	COPYCO QUALITY PRINTING INC	2/19/2020	6,000.00
00746522	163136	DEEP ROCK WATER	2/19/2020	57.36
00746523	13663	DELTA DENTAL OF COLORADO	2/19/2020	20.94
00746525	181668	DOMINION VOTING SYSTEMS INC	2/19/2020	112.23
00746528	13593	KAISER PERMANENTE	2/19/2020	9,600.00
00746532	13635	LOWER CLEAR CREEK DITCH	2/19/2020	6,075.00
00746534	729564	METRO TRANSPORTATION PLANNING	2/19/2020	6,121.80
00746537	13774	NORTH PECOS WATER & SANITATION	2/19/2020	40.94
00746538	42881	NORTHGLENN CITY OF	2/19/2020	56.00
00746540	42838	PURCHASE POWER	2/19/2020	286.00
00746541	980606	RICHARDSON CHAS	2/19/2020	100.00
00746542	46792	SECURE HORIZONS	2/19/2020	1,550.00
00746544	10449	SIR SPEEDY	2/19/2020	133.96
00746545	33604	STATE OF COLORADO	2/19/2020	43.58
00746547	599714	SUMMIT FOOD SERVICE LLC	2/19/2020	1,379.32
00746548	278403	SUMMIT VIEW SOLUTIONS LLC	2/19/2020	2,200.00
00746554	240959	UNITED HEALTHCARE	2/19/2020	7,950.00
00746565	28617	VERIZON WIRELESS	2/19/2020	4,116.79
00746567	196791	WELLINGTON RESERVOIR COMPANY	2/19/2020	480.00
00746570	116716	FIVE STAR EDUCATION FOUNDATIO	2/20/2020	3,000.00
00746572	331241	ALLEN JANIE	2/20/2020	600.00
00746573	207887	ALLEN JUDITH	2/20/2020	600.00

## 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>
00746574	786384	ALTITUDE COMMUNITY LAW	2/20/2020	19.00
00746575	322973	ARMORED KNIGHTS INC	2/20/2020	2,036.52
00746577	981995	BROWN JULIA LEE	2/20/2020	19.00
00746581	48089	COMCAST BUSINESS	2/20/2020	2,100.00
00746583	599274	CONTINENTAL COLLECTION AGENCY	2/20/2020	19.00
00746584	42984	CORECIVIC INC	2/20/2020	651,385.93
00746585	491307	CREDIT SERVICE COMPANY	2/20/2020	10.00
00746587	13136	EMPLOYERS COUNCIL SERVICES INC	2/20/2020	6,000.00
00746588	982006	EVANS CHRISTOPHER	2/20/2020	19.00
00746589	965035	EZ MESSENGER	2/20/2020	19.00
00746591	251242	FOUR WINDS INTERACTIVE LLC	2/20/2020	3,607.50
00746593	582481	GEO GROUP INC	2/20/2020	235.60
00746594	79260	IDEXX DISTRIBUTION INC	2/20/2020	211.61
00746596	44965	INTERVENTION COMMUNITY CORRECT	2/20/2020	832.15
00746597	969337	JEFFERSON RAYNA	2/20/2020	1,485.00
00746600	13591	MWI VETERINARY SUPPLY CO	2/20/2020	1,494.57
00746601	570347	NELSON AND KENNARD	2/20/2020	19.00
00746603	669732	PATTERSON VETERINARY SUPPLY IN	2/20/2020	27.70
00746604	418286	PRECIOUS CHILD	2/20/2020	2,500.00
00746606	422902	ROADRUNNER PHARMACY INCORPORAT	2/20/2020	848.96
00746607	982001	SAVERDA JAZMIN	2/20/2020	19.00
00746608	981992	SANTOS ARTEMIO	2/20/2020	19.00
00746609	51602	SAP PUBLIC SERVICES INC	2/20/2020	23,169.28
00746610	227044	SOUTHWESTERN PAINTING	2/20/2020	27,018.00
00746612	948590	TCC CORPORATION	2/20/2020	3,199.00
00746613	122804	TRUE POINT LLC	2/20/2020	2,722.50
00746615	981999	WESTFORD HARVEY	2/20/2020	66.00
00746618	982000	ZWISLER ASHLEIGH RENEE	2/20/2020	19.00
<b>Fund Total</b>				<b>866,581.56</b>

## Net Warrants by Fund Detail

5 Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00746503	1087	ACUITY SPECIALTY PRODUCTS INC	2/19/2020	286.38
00746507	12012	ALSCO AMERICAN INDUSTRIAL	2/19/2020	155.27
00746509	9822	BUCKEYE WELDING SUPPLY CO INC	2/19/2020	26.00
00746531	11496	L L JOHNSON DIST	2/19/2020	1,080.80
00746535	150692	MODERN GOLF & TURF LLC	2/19/2020	29,247.68
00746552	47140	TORO NSN	2/19/2020	229.00
00746558	1007	UNITED POWER (UNION REA)	2/19/2020	326.81
00746559	1007	UNITED POWER (UNION REA)	2/19/2020	2,243.84
00746560	1007	UNITED POWER (UNION REA)	2/19/2020	647.67
00746561	1007	UNITED POWER (UNION REA)	2/19/2020	2,640.92
00746562	1007	UNITED POWER (UNION REA)	2/19/2020	419.78
00746563	1007	UNITED POWER (UNION REA)	2/19/2020	64.64
00746564	1007	UNITED POWER (UNION REA)	2/19/2020	247.34
00746568	13822	XCEL ENERGY	2/19/2020	1,378.57
<b>Fund Total</b>				<b>38,994.70</b>

## Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00746550	790907	THE GOODYEAR TIRE AND RUBBER C	2/19/2020	1,303.00
00746571	23962	ACS MANAGEMENT LLC	2/20/2020	4,329.32
00746590	346750	FACTORY MOTOR PARTS	2/20/2020	8,062.04
00746595	682207	INSIGHT AUTO GLASS LLC	2/20/2020	133.16
00746605	324769	PRECISE MRM LLC	2/20/2020	5,328.00
00746614	444804	WAGNER EQUIPMENT COMPANY	2/20/2020	7,872.00
00746617	350373	WEX BANK	2/20/2020	2,721.38
			<b>Fund Total</b>	<b>29,748.90</b>

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

7

**Stormwater Utility Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00746530	982972	KEARNS IAN	2/19/2020	176.02
<b>Fund Total</b>				<b>176.02</b>

## 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>
00005876	89295	ARVADA CITY OF	2/21/2020	18,545.77
00005877	89296	AURORA CITY OF	2/21/2020	337,750.39
00005878	89297	BENNETT TOWN OF	2/21/2020	9,571.39
00005879	89298	BRIGHTON CITY OF	2/21/2020	117,956.88
00005881	89299	COMMERCE CITY CITY OF	2/21/2020	169,564.31
00005884	89300	FEDERAL HEIGHTS CITY OF	2/21/2020	26,591.80
00005885	89301	NORTHGLENN CITY OF	2/21/2020	99,403.88
00005888	89302	THORNTON CITY OF	2/21/2020	378,166.85
00005893	89304	WESTMINSTER CITY OF	2/21/2020	216,180.25
00746602	133779	NORAA CONCRETE CONSTRUCTION CO	2/20/2020	591,213.00
			<b>Fund Total</b>	<b>1,964,944.52</b>

## Net Warrants by Fund Detail

**19 Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005858	523053	TRISTAR RISK MANAGEMENT	2/18/2020	300,000.00
00005883	423439	DELTA DENTAL OF COLO	2/21/2020	59,615.10
00005889	37223	UNITED HEALTH CARE INSURANCE C	2/21/2020	161,398.82
00005890	37223	UNITED HEALTH CARE INSURANCE C	2/21/2020	244,407.28
00005891	37223	UNITED HEALTH CARE INSURANCE C	2/21/2020	165,262.75
00746524	13663	DELTA DENTAL OF COLORADO	2/19/2020	16,341.66
00746529	13593	KAISER PERMANENTE	2/19/2020	89,414.56
00746543	46792	SECURE HORIZONS	2/19/2020	17,166.90
00746555	37507	UNITED HEALTHCARE	2/19/2020	1,850.42
00746556	240958	UNITED HEALTHCARE	2/19/2020	15,702.40
00746557	240959	UNITED HEALTHCARE	2/19/2020	40,151.41
00746578	419839	CAREHERE LLC	2/20/2020	38,012.00
<b>Fund Total</b>				<b>1,149,323.30</b>

**County of Adams**  
**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>
00746576	535096	B & B ENVIRONMENTAL SAFETY INC	2/20/2020	8,713.36
<b>Fund Total</b>				<b>8,713.36</b>

## Net Warrants by Fund Detail

27Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00746527	979120	GREAT AMERICAN INSURANCE COMPA	2/19/2020	238,710.80
00746533	13635	LOWER CLEAR CREEK DITCH	2/19/2020	3,150.00
00746611	266133	STREAM LANDSCAPE ARCHITECTURE	2/20/2020	4,910.00
00746616	938742	WESTTERRA A CORPORATION	2/20/2020	2,500.00
<b>Fund Total</b>				<b>249,270.80</b>

## 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>
00746514	37266	CENTURY LINK	2/19/2020	130.85
00746579	327914	CESCO LINGUISTIC SERVICE INC	2/20/2020	120.00
00746580	166025	CHILDRENS HOSPITAL	2/20/2020	2,325.00
00746586	45567	DENVER CHILDREN'S ADVOCACY CTR	2/20/2020	5,600.86
00746592	971545	GENESIS FLOOR CARE OF COLORADO	2/20/2020	3,990.00
00746599	79121	MEADOW GOLD DAIRY	2/20/2020	496.65
<b>Fund Total</b>				<b>12,663.36</b>

## Net Warrants by Fund Detail

34Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00746504	258636	ADAMS COUNTY FOOD BANK	2/19/2020	4,493.70
00746526	190240	ECPAC	2/19/2020	2,456.04
00746536	689895	NEW LEGACY CHARTER	2/19/2020	3,489.62
00746539	189016	PROJECT ANGEL HEART	2/19/2020	8,095.36
<b>Fund Total</b>				<b>18,534.72</b>

## 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>
00746505	252050	ADAMS COUNTY HUMAN SERVICES	2/19/2020	58.50
00746508	978602	BENJAMIN SMITH AUSTIN T	2/19/2020	15.00
00746515	152461	CENTURYLINK	2/19/2020	427.58
00746551	919510	TISCARENO ELISHA	2/19/2020	10.00
00746553	963652	TYLER ANTHONY	2/19/2020	40.00
00746566	956240	VON RIESEN CHRISTOPHER L	2/19/2020	40.00
00746582	1483	COMPUTER SYSTEMS DESIGN	2/20/2020	9,600.00
			<b>Fund Total</b>	<b>10,191.08</b>

## Net Warrants by Fund Detail

43Colorado Air & Space Port

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005886	80249	OFFEN PETROLEUM INC	2/21/2020	3,845.38
00746549	93074	SYSCO DENVER	2/19/2020	1,068.35
00746598	204737	JVIATION INC	2/20/2020	43,235.00
<b>Fund Total</b>				<b>48,148.73</b>

**County of Adams**  
**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>
00746546	33604	STATE OF COLORADO	2/19/2020	6.93
<b>Fund Total</b>				<b>6.93</b>

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

**Grand Total**      4,397,297.98

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

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	970059	358423	2/12/2020	<u>43.50</u>
					Account Total	<u>43.50</u>
					Department Total	<u><u>43.50</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>
	Animal Control/Shelter					
	RICHARDSON CHAS	00001	970056	358443	2/12/2020	50.00
	RICHARDSON CHAS	00001	970057	358443	2/12/2020	50.00
					Account Total	<u>100.00</u>
					Department Total	<u><u>100.00</u></u>

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

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	FIVE STAR EDUCATION FOUNDATIO	00001	970447	359043	2/20/2020	3,000.00
	COMMUNITY REACH CENTER	00001	970109	358550	2/13/2020	3,000.00
	PRECIOUS CHILD	00001	970206	358685	2/14/2020	2,500.00
					Account Total	<u>8,500.00</u>
					Department Total	<u><u>8,500.00</u></u>

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

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Food Services					
	SYSCO DENVER	00043	970295	358799	2/18/2020	846.11
	SYSCO DENVER	00043	970296	358799	2/18/2020	222.24
					Account Total	<u>1,068.35</u>
					Department Total	<u><u>1,068.35</u></u>

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

<u>4304</u>	<u>CASP Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Diesel					
	OFFEN PETROLEUM INC	00043	970589	359105	2/20/2020	<u>3,845.38</u>
					Account Total	<u>3,845.38</u>
					Department Total	<u><u>3,845.38</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>
	Advertising					
	COLORADO COMMUNITY MEDIA	00001	970189	358673	2/14/2020	63.72
					Account Total	63.72
	Minor Equipment					
	DOMINION VOTING SYSTEMS INC	00001	970191	358673	2/14/2020	112.23
					Account Total	112.23
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	970190	358673	2/14/2020	6,000.00
					Account Total	6,000.00
					Department Total	<u>6,175.95</u>

**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>
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	970187	358673	2/14/2020	62.78
	ALSCO AMERICAN INDUSTRIAL	00001	970188	358673	2/14/2020	45.42
					Account Total	<u>108.20</u>
					Department Total	<u><u>108.20</u></u>

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

<u>43</u>	<u>Colorado Air &amp; Space Port</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	JVIATION INC	00043	970560	359061	2/20/2020	<u>43,235.00</u>
					Account Total	<u>43,235.00</u>
					Department Total	<u><u>43,235.00</u></u>

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

<u>9275</u>	<u>Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training CACCB	00001	970186	358663	2/14/2020	<u>120.00</u>
					Account Total	<u>120.00</u>
					Department Total	<u><u>120.00</u></u>

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

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	DAWN B HOLMES INC	00001	970430	358987	2/19/2020	<u>1,025.00</u>
					Account Total	<u>1,025.00</u>
					Department Total	<u><u>1,025.00</u></u>

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

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY FOOD BANK	00034	970028	358334	2/10/2020	4,493.70
	ECPAC	00034	970029	358334	2/10/2020	2,456.04
	NEW LEGACY CHARTER	00034	970026	358334	2/10/2020	3,489.62
	PROJECT ANGEL HEART	00034	970027	358334	2/10/2020	8,095.36
					Account Total	18,534.72
					Department Total	18,534.72

**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>
	Other Professional Serv					
	CINA & CINA FORENSIC CONSULTIN	00001	970355	358948	2/19/2020	<u>216.65</u>
					Account Total	<u>216.65</u>
					Department Total	<u><u>216.65</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					
	ACS MANAGEMENT LLC	00006	970528	359061	2/20/2020	117.32
	ACS MANAGEMENT LLC	00006	970529	359061	2/20/2020	4,212.00
	FACTORY MOTOR PARTS	00006	970516	359061	2/20/2020	8,062.04
	INSIGHT AUTO GLASS LLC	00006	970517	359061	2/20/2020	133.16
	PRECISE MRM LLC	00006	970530	359061	2/20/2020	5,328.00
	THE GOODYEAR TIRE AND RUBBER C	00006	970208	358691	2/14/2020	136.00
	THE GOODYEAR TIRE AND RUBBER C	00006	970209	358691	2/14/2020	1,167.00
	WAGNER EQUIPMENT COMPANY	00006	970427	358985	2/19/2020	7,872.00
	WEX BANK	00006	970537	359061	2/20/2020	2,721.38
					Account Total	29,748.90
					Department Total	29,748.90

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

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	SUMMIT VIEW SOLUTIONS LLC	00001	970067	358469	2/12/2020	<u>2,200.00</u>
					Account Total	<u>2,200.00</u>
					Department Total	<u><u>2,200.00</u></u>

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

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00050	970185	358579	2/13/2020	<u>7.17</u>
					Account Total	<u>7.17</u>
					Department Total	<u><u>7.17</u></u>

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

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00001	970184	358579	2/13/2020	45.03
					Account Total	45.03
	Received not Vouchered Clrg					
	ARMORED KNIGHTS INC	00001	970518	359061	2/20/2020	339.42
	ARMORED KNIGHTS INC	00001	970518	359061	2/20/2020	339.42
	ARMORED KNIGHTS INC	00001	970518	359061	2/20/2020	339.42
	ARMORED KNIGHTS INC	00001	970518	359061	2/20/2020	339.42
	ARMORED KNIGHTS INC	00001	970518	359061	2/20/2020	339.42
	ARMORED KNIGHTS INC	00001	970518	359061	2/20/2020	339.42
	COMCAST BUSINESS	00001	970479	359061	2/20/2020	2,100.00
	CORECIVIC INC	00001	970480	359061	2/20/2020	6,476.00
	CORECIVIC INC	00001	970481	359061	2/20/2020	5,800.00
	CORECIVIC INC	00001	970482	359061	2/20/2020	5,028.00
	CORECIVIC INC	00001	970483	359061	2/20/2020	8,027.00
	CORECIVIC INC	00001	970484	359061	2/20/2020	2,325.60
	CORECIVIC INC	00001	970485	359061	2/20/2020	5,838.26
	CORECIVIC INC	00001	970486	359061	2/20/2020	1,501.95
	CORECIVIC INC	00001	970487	359061	2/20/2020	20,009.85
	CORECIVIC INC	00001	970488	359061	2/20/2020	24,903.30
	CORECIVIC INC	00001	970489	359061	2/20/2020	18,023.40
	CORECIVIC INC	00001	970490	359061	2/20/2020	7,461.30
	CORECIVIC INC	00001	970491	359061	2/20/2020	38,832.68
	CORECIVIC INC	00001	970492	359061	2/20/2020	46,075.97
	CORECIVIC INC	00001	970494	359061	2/20/2020	56,734.95
	CORECIVIC INC	00001	970495	359061	2/20/2020	1,501.95
	CORECIVIC INC	00001	970496	359061	2/20/2020	19,864.50
	CORECIVIC INC	00001	970497	359061	2/20/2020	81,686.71
	CORECIVIC INC	00001	970498	359061	2/20/2020	125,243.26
	CORECIVIC INC	00001	970499	359061	2/20/2020	94,283.70
	CORECIVIC INC	00001	970500	359061	2/20/2020	3,827.55
	CORECIVIC INC	00001	970501	359061	2/20/2020	54,215.55
	CORECIVIC INC	00001	970502	359061	2/20/2020	10,960.80
	CORECIVIC INC	00001	970503	359061	2/20/2020	48.00
	CORECIVIC INC	00001	970504	359061	2/20/2020	118.85

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

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	CORECIVIC INC	00001	970505	359061	2/20/2020	12,257.65
	CORECIVIC INC	00001	970506	359061	2/20/2020	339.15
	FOUR WINDS INTERACTIVE LLC	00001	970543	359061	2/20/2020	185.00
	FOUR WINDS INTERACTIVE LLC	00001	970547	359061	2/20/2020	3,422.50
	GEO GROUP INC	00001	970509	359061	2/20/2020	235.60
	IDEXX DISTRIBUTION INC	00001	970520	359061	2/20/2020	211.61
	INTERVENTION COMMUNITY CORRECT	00001	970507	359061	2/20/2020	726.75
	INTERVENTION COMMUNITY CORRECT	00001	970508	359061	2/20/2020	105.40
	MWI VETERINARY SUPPLY CO	00001	970522	359061	2/20/2020	769.90
	MWI VETERINARY SUPPLY CO	00001	970523	359061	2/20/2020	649.21
	MWI VETERINARY SUPPLY CO	00001	970524	359061	2/20/2020	75.46
	PATTERSON VETERINARY SUPPLY IN	00001	970525	359061	2/20/2020	27.70
	ROADRUNNER PHARMACY INCORPORAT	00001	970527	359061	2/20/2020	848.96
	SAP PUBLIC SERVICES INC	00001	970512	359061	2/20/2020	23,169.28
	SOUTHWESTERN PAINTING	00001	970548	359061	2/20/2020	27,018.00
	TCC CORPORATION	00001	970519	359061	2/20/2020	3,199.00
	TRUE POINT LLC	00001	970539	359061	2/20/2020	2,722.50
	WELLPATH LLC	00001	970641	359176	2/21/2020	64,776.05
	WESTTERRA A CORPORATION	00001	970533	359061	2/20/2020	2,500.00
					Account Total	786,165.37
					Department Total	786,210.40

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

<u>5027</u>	<u>Golf Course- CIP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land Improvements					
	MODERN GOLF & TURF LLC	00005	969926	358318	2/11/2020	29,247.68
					Account Total	<u>29,247.68</u>
					Department Total	<u><u>29,247.68</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>
	Equipment Rental					
	BUCKEYE WELDING SUPPLY CO INC	00005	969923	358318	2/11/2020	26.00
					Account Total	26.00
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	969930	358318	2/11/2020	647.67
	UNITED POWER (UNION REA)	00005	969931	358318	2/11/2020	2,640.92
	UNITED POWER (UNION REA)	00005	969932	358318	2/11/2020	419.78
	UNITED POWER (UNION REA)	00005	969933	358318	2/11/2020	64.64
	UNITED POWER (UNION REA)	00005	969934	358318	2/11/2020	247.34
	XCEL ENERGY	00005	969936	358318	2/11/2020	669.57
					Account Total	4,689.92
	Grounds Maintenance					
	L L JOHNSON DIST	00005	969924	358318	2/11/2020	170.00
	L L JOHNSON DIST	00005	969925	358318	2/11/2020	910.80
	TORO NSN	00005	969927	358318	2/11/2020	229.00
					Account Total	1,309.80
	Repair & Maint Supplies					
	ACUITY SPECIALTY PRODUCTS INC	00005	969919	358318	2/11/2020	286.38
	ALSCO AMERICAN INDUSTRIAL	00005	969920	358318	2/11/2020	52.34
	ALSCO AMERICAN INDUSTRIAL	00005	969921	358318	2/11/2020	49.84
	ALSCO AMERICAN INDUSTRIAL	00005	969922	358318	2/11/2020	53.09
					Account Total	441.65
					Department Total	<u>6,467.37</u>

**County of Adams**  
**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	969928	358318	2/11/2020	326.81
	UNITED POWER (UNION REA)	00005	969929	358318	2/11/2020	2,243.84
	XCEL ENERGY	00005	969936	358318	2/11/2020	709.00
					Account Total	<u>3,279.65</u>
					Department Total	<u><u>3,279.65</u></u>

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

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	970567	359061	2/20/2020	60.00
	CESCO LINGUISTIC SERVICE INC	00031	970568	359061	2/20/2020	60.00
	CHILDRENS HOSPITAL	00031	970570	359061	2/20/2020	2,325.00
	DENVER CHILDREN'S ADVOCACY CTR	00031	970569	359061	2/20/2020	5,600.86
	GENESIS FLOOR CARE OF COLORADO	00031	970428	358985	2/19/2020	1,995.00
	GENESIS FLOOR CARE OF COLORADO	00031	970429	358985	2/19/2020	1,995.00
	MEADOW GOLD DAIRY	00031	970561	359061	2/20/2020	60.20
	MEADOW GOLD DAIRY	00031	970562	359061	2/20/2020	45.15
	MEADOW GOLD DAIRY	00031	970563	359061	2/20/2020	120.40
	MEADOW GOLD DAIRY	00031	970564	359061	2/20/2020	60.20
	MEADOW GOLD DAIRY	00031	970565	359061	2/20/2020	75.25
	MEADOW GOLD DAIRY	00031	970566	359061	2/20/2020	135.45
					Account Total	12,532.51
					Department Total	12,532.51

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

<u>935120</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURY LINK	00031	969834	358217	2/10/2020	130.85
					Account Total	130.85
					Department Total	130.85

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

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	970193	358680	2/14/2020	165,262.75
	UNITED HEALTH CARE INSURANCE C	00019	969424	357440	1/30/2020	161,398.82
	UNITED HEALTH CARE INSURANCE C	00019	969757	357938	2/6/2020	244,407.28
					Account Total	<u>571,068.85</u>
					Department Total	<u><u>571,068.85</u></u>

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

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	969759	357940	2/6/2020	31,530.50
	DELTA DENTAL OF COLO	00019	969759	357940	2/6/2020	807.20
	DELTA DENTAL OF COLO	00019	969768	357943	2/6/2020	27,277.40
					Account Total	<u>59,615.10</u>
					Department Total	<u><u>59,615.10</u></u>

**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	970477	359061	2/20/2020	9,637.00
	CAREHERE LLC	00019	970477	359061	2/20/2020	9,369.00
	CAREHERE LLC	00019	970478	359061	2/20/2020	9,637.00
	CAREHERE LLC	00019	970478	359061	2/20/2020	9,369.00
					Account Total	38,012.00
	Retiree Dental - Delta Premier					
	DELTA DENTAL OF COLORADO	00019	969940	358321	2/11/2020	16,341.66
					Account Total	16,341.66
	Retiree Med - AARP RX					
	UNITED HEALTHCARE	00019	969917	358313	2/11/2020	15,702.40
					Account Total	15,702.40
	Retiree Med - Kaiser					
	KAISER PERMANENTE	00019	969935	358319	2/11/2020	89,414.56
					Account Total	89,414.56
	Retiree Med - Pacificare					
	SECURE HORIZONS	00019	969956	358322	2/11/2020	17,166.90
					Account Total	17,166.90
	Retiree Med - UHC-MED					
	UNITED HEALTHCARE	00019	969914	358313	2/11/2020	40,151.41
					Account Total	40,151.41
					Department Total	216,788.93

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

<u>8615</u>	<u>Insurance- UHC Retiree Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	969955	358322	2/11/2020	573.20
	UNITED HEALTHCARE	00019	969955	358322	2/11/2020	57.32
					Account Total	630.52
	Insurance Premiums					
	UNITED HEALTHCARE	00019	969955	358322	2/11/2020	1,109.00
	UNITED HEALTHCARE	00019	969955	358322	2/11/2020	110.90
					Account Total	1,219.90
					Department Total	1,850.42

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

<u>8617</u>	<u>Insurance- Workers Comp</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Workers Compensation					
	TRISTAR RISK MANAGEMENT	00019	970207	358686	2/14/2020	300,000.00
					Account Total	<u>300,000.00</u>
					Department Total	<u><u>300,000.00</u></u>

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

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grounds Maintenance					
	GREAT AMERICAN INSURANCE COMPA	00027	970300	358823	2/18/2020	89,187.81
					Account Total	89,187.81
	Improv Other Than Bldgs					
	GREAT AMERICAN INSURANCE COMPA	00027	970299	358823	2/18/2020	149,522.99
					Account Total	149,522.99
	Special Assessment Payments					
	LOWER CLEAR CREEK DITCH	00027	969892	358250	2/10/2020	3,150.00
					Account Total	3,150.00
					Department Total	<u>241,860.80</u>

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

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	STREAM LANDSCAPE ARCHITECTURE	00027	970571	359061	2/20/2020	4,910.00
					Account Total	<u>4,910.00</u>
					Department Total	<u><u>4,910.00</u></u>

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

<u>1015</u>	<u>People Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	ALLEN JANIE	00001	970351	358940	2/19/2020	600.00
	ALLEN JUDITH	00001	970348	358940	2/19/2020	600.00
	DELTA DENTAL OF COLORADO	00001	969942	358321	2/11/2020	20.94
	KAISER PERMANENTE	00001	969938	358319	2/11/2020	9,600.00
	SECURE HORIZONS	00001	969957	358322	2/11/2020	1,550.00
	UNITED HEALTHCARE	00001	969915	358313	2/11/2020	7,950.00
					Account Total	20,320.94
	Membership Dues					
	EMPLOYERS COUNCIL SERVICES INC	00001	970342	358934	2/19/2020	6,000.00
					Account Total	6,000.00
	Printing External					
	SIR SPEEDY	00001	970192	358679	2/14/2020	133.96
					Account Total	133.96
	Tuition Reimbursement					
	JEFFERSON RAYNA	00001	970335	358930	2/19/2020	1,485.00
					Account Total	1,485.00
					Department Total	27,939.90

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

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Assessment Payments					
	COLO AGRICULTURAL DITCH CO	00001	969889	358250	2/10/2020	3,120.00
	LOWER CLEAR CREEK DITCH	00001	969891	358250	2/10/2020	6,075.00
	WELLINGTON RESERVOIR COMPANY	00001	969895	358250	2/10/2020	480.00
					Account Total	<u>9,675.00</u>
					Department Total	<u><u>9,675.00</u></u>

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

<u>5010</u>	<u>PKS- Fair</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Liquor Sales					
	STATE OF COLORADO	00001	970184	358579	2/13/2020	1.45-
					Account Total	1.45-
					Department Total	1.45-

**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>
	Maintenance Contracts					
	C & R ELECTRICAL CONTRACTORS I	00001	969890	358250	2/10/2020	1,066.00
	NORTHGLENN CITY OF	00001	969893	358250	2/10/2020	56.00
					Account Total	<u>1,122.00</u>
					Department Total	<u><u>1,122.00</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>
	Water/Sewer/Sanitation					
	NORTH PECOS WATER & SANITATION	00001	969894	358250	2/10/2020	40.94
					Account Total	40.94
					Department Total	40.94

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

<u>3019</u>	<u>PW - Admin/Org</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Payments To Cities-Sales Taxes					
	ARVADA CITY OF	00013	970210	358690	2/14/2020	18,545.77
	AURORA CITY OF	00013	970211	358690	2/14/2020	337,750.39
	BENNETT TOWN OF	00013	970212	358690	2/14/2020	9,571.39
	BRIGHTON CITY OF	00013	970213	358690	2/14/2020	117,956.88
	COMMERCE CITY CITY OF	00013	970214	358690	2/14/2020	169,564.31
	FEDERAL HEIGHTS CITY OF	00013	970215	358690	2/14/2020	26,591.80
	NORTHGLENN CITY OF	00013	970216	358690	2/14/2020	99,403.88
	THORNTON CITY OF	00013	970217	358690	2/14/2020	378,166.85
	WESTMINSTER CITY OF	00013	970218	358690	2/14/2020	216,180.25
					Account Total	1,373,731.52
					Department Total	1,373,731.52

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

<u>97975</u>	<u>RESEA Program-FY16</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	970059	358423	2/12/2020	<u>15.00</u>
					Account Total	<u>15.00</u>
					Department Total	<u><u>15.00</u></u>

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

<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	NORAA CONCRETE CONSTRUCTION CO	00013	970576	359061	2/20/2020	306,145.98
	NORAA CONCRETE CONSTRUCTION CO	00013	970576	359061	2/20/2020	316,183.50
					Account Total	622,329.48
	Retainages Payable					
	NORAA CONCRETE CONSTRUCTION CO	00013	970576	359061	2/20/2020	15,307.30-
	NORAA CONCRETE CONSTRUCTION CO	00013	970576	359061	2/20/2020	15,809.18-
					Account Total	31,116.48-
					Department Total	591,213.00

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

<u>2092</u>	<u>Sheriff Flatrock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Merchandise					
	STATE OF COLORADO	00050	970185	358579	2/13/2020	.23-
	STATE OF COLORADO	00050	970185	358579	2/13/2020	.01-
					Account Total	.24-
					Department Total	.24-

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

<u>2070</u>	<u>SHF - Booking Fee</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COMMUNITY REACH CENTER	00001	970046	358436	2/12/2020	<u>438.00</u>
					Account Total	<u>438.00</u>
					Department Total	<u><u>438.00</u></u>

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

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	970053	358436	2/12/2020	<u>39.02</u>
					Account Total	<u>39.02</u>
					Department Total	<u><u>39.02</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>
	Operating Supplies					
	DEEP ROCK WATER	00001	970047	358436	2/12/2020	57.36
					Account Total	57.36
	Other Communications					
	VERIZON WIRELESS	00001	970053	358436	2/12/2020	771.70
					Account Total	771.70
	Special Events					
	ROCKY MOUNTAIN CATERING	00001	970615	359117	2/20/2020	11,849.54
					Account Total	11,849.54
					Department Total	<u>12,678.60</u>

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

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	970053	358436	2/12/2020	357.35
					Account Total	357.35
	Sheriff's Fees					
	ALTITUDE COMMUNITY LAW	00001	970194	358681	2/14/2020	19.00
	BROWN JULIA LEE	00001	970199	358681	2/14/2020	19.00
	CONTINENTAL COLLECTION AGENCY	00001	970195	358681	2/14/2020	19.00
	CREDIT SERVICE COMPANY	00001	970198	358681	2/14/2020	10.00
	EVANS CHRISTOPHER	00001	970203	358681	2/14/2020	19.00
	EZ MESSENGER	00001	970196	358681	2/14/2020	19.00
	NELSON AND KENNARD	00001	970197	358681	2/14/2020	19.00
	SAAVERDA JAZMIN	00001	970202	358681	2/14/2020	19.00
	SANTOS ARTEMIO	00001	970204	358681	2/14/2020	19.00
	WESTFORD HARVEY	00001	970200	358681	2/14/2020	66.00
	ZWISLER ASHLEIGH RENEE	00001	970201	358681	2/14/2020	19.00
					Account Total	247.00
					Department Total	604.35

**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>
	Other Communications					
	CENTURY LINK	00001	970044	358436	2/12/2020	216.17
					Account Total	216.17
	Other Professional Serv					
	METRO TRANSPORTATION PLANNING	00001	970049	358436	2/12/2020	6,121.80
					Account Total	6,121.80
	Postage & Freight					
	PURCHASE POWER	00001	970051	358436	2/12/2020	286.00
					Account Total	286.00
					Department Total	<u>6,623.97</u>

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

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURY LINK	00001	970043	358436	2/12/2020	96.99
	VERIZON WIRELESS	00001	970053	358436	2/12/2020	40.01
					Account Total	<u>137.00</u>
					Department Total	<u><u>137.00</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>
	Operating Supplies					
	SUMMIT FOOD SERVICE LLC	00001	970052	358436	2/12/2020	1,379.32
					Account Total	1,379.32
	Other Communications					
	VERIZON WIRELESS	00001	970053	358436	2/12/2020	355.12
					Account Total	355.12
					Department Total	1,734.44

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

<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	970053	358436	2/12/2020	<u>29.68</u>
					Account Total	<u>29.68</u>
					Department Total	<u><u>29.68</u></u>

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

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Computers					
	VERIZON WIRELESS	00001	970053	358436	2/12/2020	1,263.17
					Account Total	1,263.17
	Other Communications					
	VERIZON WIRELESS	00001	970053	358436	2/12/2020	102.90
					Account Total	102.90
					Department Total	1,366.07

**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>
	Books					
	COLO DIST ATTORNEY COUNCIL	00001	970045	358436	2/12/2020	840.00
					Account Total	840.00
	Other Communications					
	VERIZON WIRELESS	00001	970053	358436	2/12/2020	833.04
					Account Total	833.04
					Department Total	<u>1,673.04</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>
	Other Communications					
	VERIZON WIRELESS	00001	970053	358436	2/12/2020	40.01
					Account Total	40.01
					Department Total	40.01

**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>
	Other Communications					
	VERIZON WIRELESS	00001	970053	358436	2/12/2020	<u>284.79</u>
					Account Total	<u>284.79</u>
					Department Total	<u><u>284.79</u></u>

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

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Stormwater Utility Fee KEARNS IAN	00007	970297	358813	2/18/2020	176.02
					Account Total	176.02
					Department Total	176.02

**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 Cllrg					
	B & B ENVIRONMENTAL SAFETY INC	00025	970515	359061	2/20/2020	4,073.14
	B & B ENVIRONMENTAL SAFETY INC	00025	970510	359061	2/20/2020	4,640.22
					Account Total	8,713.36
					Department Total	8,713.36

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

<u>99700</u>	<u>WIB Expenses</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURYLINK	00035	970030	358423	2/12/2020	<u>427.58</u>
					Account Total	<u>427.58</u>
					Department Total	<u><u>427.58</u></u>

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

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	BENJAMIN SMITH AUSTIN T	00035	970031	358423	2/12/2020	15.00
	TISCARENO ELISHA	00035	970032	358423	2/12/2020	10.00
	TYLER ANTHONY	00035	970035	358423	2/12/2020	40.00
	VON RIESEN CHRISTOPHER L	00035	970033	358423	2/12/2020	40.00
					Account Total	105.00
					Department Total	105.00

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

<u>35</u>	<u>Workforce &amp; Business Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMPUTER SYSTEMS DESIGN	00035	970558	359061	2/20/2020	4,800.00
	COMPUTER SYSTEMS DESIGN	00035	970559	359061	2/20/2020	4,800.00
					Account Total	<u>9,600.00</u>
					Department Total	<u><u>9,600.00</u></u>

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

**Grand Total**      4,397,297.98



**Board of County Commissioners  
Minutes of Commissioners' Proceedings**

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

**Tuesday  
February 25, 2020  
9:30 AM**

**1. ROLL CALL**

**Rollcall**

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

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

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

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

**4. AWARDS AND PRESENTATIONS**

**5. PUBLIC COMMENT**

**A. Citizen Communication**

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

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

- A. List of Expenditures Under the Dates of February 10-14, 2020
- B. Minutes of the Commissioners' Proceedings from February 18, 2020
- C. Resolution Approving Case #PLT2019-00032 Project Flatiron Final Plat (File approved by ELT)
- D. Resolution Approving Case #SIA2019-00024 Subdivision Improvements Agreement for Project Flatiron (File approved by ELT)
- E. Resolution Accepting Quitclaim Deed Conveying Property from Joan E. Caywood, Catherine McIntosh, and Michael T. McIntosh, to Adams County for the Dedication of Road Right-of-Way (File approved by ELT)
- F. Resolution Designating County Fee Property as County Road Right-of-Way for Park Boulevard and Henderson Road Round-a-Bout (File approved by ELT)
- G. Resolution Approving an Intergovernmental Agreement between Adams County and the Cities of Arvada, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, and the Town of Bennett for Distributing the State Funds Received through the Census Outreach Grant Program (File approved by ELT)
- H. Resolution Approving an Intergovernmental Agreement between Adams County and the City and County of Broomfield for the Colorado State Highway 7 Preliminary and Environmental Engineering Project from Brighton to Boulder (File approved by ELT)
- I. Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers R0071215, R0161034, R0198652, P0037385, R0191349, R0191358, R0191359, R0191362, R0191363, P0005643, and R0193003 (File approved by ELT)

## 7. NEW BUSINESS

## A. COUNTY MANAGER

1. Resolution Approving an Agreement between Adams County and Kutak Rock LLP, to Provide Bond Counsel Services  
(File approved by ELT)

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

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

## B. COUNTY ATTORNEY

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

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

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

## 8. LAND USE HEARINGS

### A. Cases to be Heard

1. VAC2019-00002 McIntosh Roadway Vacation  
(File approved by ELT)

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Henry, that this Land Use Hearing be approved. The motion carried by the following vote:**

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

2. RCU2019-00055 Project Flatron Rezoning  
(File approved by ELT)

**A motion was made by Commissioner Tedesco, seconded by Commissioner Hodge, that this Land Use Hearing be approved. The motion carried by the following vote:**

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

3. PRC2018-00025 JRJK Dream Acres

(File approved by ELT)

**A motion was made by Commissioner Tedesco, seconded by Commissioner Henry, that this Land Use Hearing be approved. The motion carried by the following vote:**

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

**9. ADJOURNMENT**

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



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Interstate 70 System Level Study
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an intergovernmental agreement with the Colorado Department of Transportation for the Interstate 70 System Study (E470 to Strasburg)

**BACKGROUND:**

The proposed Intergovernmental Agreement (IGA) between the Colorado Department of Transportation (CDOT) and Adams County is for the Interstate 70 System Study from E470 to Strasburg. CDOT has engaged a contractor to complete a study the corridor to identify planning-level impacts of land use development growth along the mainline I-70 corridor. The study includes the identification and location of environmental resources.

Additionally, the study will categorize general triggers where interchanges (ramps, bridge sizes, configurations, etc.) and the main roadway would need to be modified to accommodate the anticipated growth for the corridor. The study will include recommendations for both short-term and long-term solutions.

The study cost estimate is not to exceed \$400,000.00 with stakeholder contributions from Adams County, Arapahoe County, and CDOT. Stakeholder cost sharing for this effort is divided as follows:

Adams County	25%	\$100,000.00
Arapahoe County	25%	\$100,000.00
CDOT	50%	\$200,000.00

The Study is already underway and CDOT will be providing a timeline for completion.

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

Adams County  
 Colorado Department of Transportation

**ATTACHED DOCUMENTS:**

Resolution  
 Intergovernmental Agreement  
 Adams County Financial Commitment Letter

**FISCAL IMPACT:**

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

<b>Fund:</b> 13
<b>Cost Center:</b> 3019

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	8910	30192001	\$3,000,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b>\$3,000,000</b>

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

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

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
ADAMS COUNTY AND THE COLORADO DEPARTMENT OF TRANSPORTATION FOR  
THE INTERSTATE 70 SYSTEM STUDY

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

WHEREAS, Adams County, Arapahoe County, and the Colorado Department of Transportation (CDOT) (“the Parties”) desire to work together to develop recommendations to improve the safety, functionality and options to travel Interstate 70 (I-70) within our jurisdictions; and,

WHEREAS, the I-70 corridor is a critical component of Adams County’s transportation network; and,

WHEREAS, CDOT will be responsible for the general administration and management of the Project contract; and,

WHEREAS, the County will contribute \$100,000.000 (25%) to the project; and,

WHEREAS, Arapahoe County will contribute \$100,000.00 (25%) to the project; and,

WHEREAS, CDOT will contribute \$200,000.00 (50%) to the project; and,

WHEREAS, the purpose of the contribution is further defined in the Agreement; and,

WHEREAS, The Parties desire to act cooperatively in carrying out the I-70 System Study.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams and the Colorado Department of Transportation for the Interstate 70 System Study, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.

(Local \$CDOTWRK)  
PROJECT: C 0704-242 (22265)

REGION: 1 (DZ)

## CONTRACT

**THIS CONTRACT**, executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation (“State” or “CDOT”) and ADAMS COUNTY GOVERNMENT, 4430 S. Adams County Pkwy, 1st Floor, Suite W2123, Brighton, Colorado, 80601-8204, CDOT Vendor #: 0002000055 (“Local Agency”), and the State and the Local Agency together shall be referred to as the “Parties.”

## RECITALS

1. Required approval, clearance and coordination have been accomplished from and with appropriate agencies..
2. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;
3. The Local Agency has estimated the contribution and is prepared to provide the funding required for their contribution toward the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution
4. The Local Agency has funds available and desires to provide funding for the Work.
5. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and **Exhibit B**.
6. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

## THE PARTIES NOW AGREE THAT:

### Section 1. Scope of Work

The work under this Contract shall consist of an Environmental study by CDOT detailing the existing conditions, and traffic analysis for future development, and recommendations for improvements within the I-70 corridor from E470 to Strasburg. The Local Agency shall provide their Contribution toward the Project, in Adams County, Colorado, as more specifically described in **Exhibit A**.

### Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This Contract
2. **Exhibit A** (Scope of Work)
3. Other Exhibits in descending order of their attachment.

### Section 3. Term

This agreement shall be effective upon approval of the CDOT Chief Engineer or designee. The term of this agreement shall continue through the completion and final acceptance of the Project by the State, FHWA and the Local Agency, or September 9, 2029, whichever occurs sooner.

#### Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.
- B. The contribution is estimated to be \$100,000.00.
- C. **The maximum amount payable by the Local Agency under this contract shall be \$100,000.00** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred.
- D. The Parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

#### Section 5. Project Payment Provisions

- A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.
- B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
  - 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
  - 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

#### Section 6. State and Local Agency Commitments

The Scope of Work (**Exhibit A**) describes the work to be performed.

- A. Design [if applicable]
  - 1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
    - a. perform or provide the Plans, to the extent required by the nature of the work.
    - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
    - c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
    - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
    - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
    - f. provide final assembly of Plans and contract documents.
    - g. be responsible for the Plans being accurate and complete.

- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

**B. Construction [if applicable]**

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
2. Subject to Section 5, if the State is the responsible party:
  - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
  - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
    - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
    - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
    - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
  - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

**Section 7. ROW Acquisition and Relocation**

If the Project includes right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at <http://www.coloradodot.info/business/manuals/right-of-way>.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

#### **Section 8. Utilities**

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible party will certify in writing that all such clearances have been obtained.

#### **Section 9. Railroads**

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

#### **Section 10. Environmental Obligations**

The State shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

#### **Section 11. Maintenance Obligations**

The State will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The State will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

#### **Section 12. Record Keeping**

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

#### **Section 13. Termination Provisions**

This agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the

project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

- B. **Termination for Cause.** If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

#### **Section 14. Legal Authority**

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

#### **Section 15. Representatives and Notice**

The State will provide liaison with the Local Agency through the State's Region Director, Region 1, 4670 Holly Street, Denver, CO 80216. Said Region Director will also be responsible for coordinating the State's activities under this agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:  
Katie Dawson, PE1  
CDOT Region 1  
4670 Holly Street  
Denver, Colorado 80216  
303-398-6766  
katie.dawson@state.co.us

If to the Local Agency:  
Melanie Sloan  
ADAMS COUNTY GOVERNMENT  
4430 S. Adams Co. Pkwy, 1st Floor, Suite W2123  
Brighton, Colorado 80601-8204  
720-523-6851  
msloan@adcogov.org

#### **Section 16. Successors**

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

#### **Section 17. Third Party Beneficiaries**

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 State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

### **Section 18. Governmental Immunity**

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

### **Section 19. Severability**

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

### **Section 20. Waiver**

The waiver of any breach of a term, provision, or requirement of this agreement 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.

### **Section 21. Entire Understanding**

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

### **Section 22. Survival of Agreement Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

### **Section 23. Modification and Amendment**

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

### **Section 24. Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p style="text-align: center;"><b>THE LOCAL AGENCY ADAMS COUNTY GOVERNMENT</b></p> <p>By: _____ Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO Jared S. Polis, GOVERNOR</b> Colorado Department of Transportation</p> <p>By _____ Joshua Laipply, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p style="text-align: center;">2nd The Local Agency Signature [if Needed]</p> <p>By: _____ Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	

## **EXHIBIT A – SCOPE OF WORK**

Project number: C 0704-242

Subaccount number: 22256

Project location: I-70 System Level Study – E470 to Strasburg

### Scope of Work

The Colorado Department of Transportation, Adams County, and Arapahoe County have agreed to fund a System Level Study along Interstate 70 from E470 to Strasburg. CDOT will utilize an NPS Contract to write a task order with Apex Design to complete the study. The three stakeholders agreed to the consultant scope of work dated July 23, 2019.

The goal of the Study is to identify planning-level impacts of land use development growth on the I-70 mainline corridor operations including locating environmental resources related to the corridor from E470 to Strasburg. The Study will categorize general triggers for when interchanges (ramps, bridge sizes, configurations, etc) and roadway will need to be modified to accommodate the anticipated growth for the corridor, including identifying short-term through long-term solutions to the transportation needs.

The State estimates that the total cost of this this effort will not exceed \$400,000.00 (Estimates: \$200,000.00 State, \$100,000.00 Adams County, \$100,000.00 Arapahoe County).

**Exhibit B**

**LOCAL AGENCY RESOLUTION**

Commissioners' Office  
www.adcogov.org



4430 South Adams County Parkway  
5th Floor, Suite C5000A  
Brighton, CO 80601-8204  
PHONE 720.523.6100  
FAX 720.523.6045

October 31, 2017

Paul Jesaitis  
Region I Transportation Director  
Colorado Department of Transportation  
2000 So. Holly Street  
Denver, CO 80220

***RE: Financial Commitment in Principle towards the local match on the I-70 System Feasibility Study***

Dear Paul,

Adams County is pleased to provide this letter of financial commitment in principle of \$100,000 towards I-70 corridor system feasibility study, subject to annual appropriation. Given the current and future growth demands associated with large, proposed development projects along I-70, we commend CDOT for initiating the study to better plan and coordinate transportation needs along the corridor.

The county looks forward to working with CDOT and Arapahoe County on this important transportation study.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Eva J. Henry'.

Eva J. Henry, Chair

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 ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution accepting a Utility Easement from Archdiocese of Denver to Adams County, for non-exclusive purposes for York Street.
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Easement for the acquisition of property needed for utility purposes.

### **BACKGROUND:**

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78<sup>th</sup> Avenue to Highway 224. The County is in need of an easement from Archdiocese of Denver property for the installation, operation, maintenance, and replacement of utility lines and all of their appurtenances thereto. The attached resolution allows Adams County to accept the Utility Easement.

### **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  
Utility Easement  
Planning Commission resolution

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A UTILITY EASEMENT  
FROM ARCHDIOCESE OF DENVER TO ADAMS COUNTY  
FOR NON-EXCLUSIVE PURPOSES

WHEREAS, Adams County is in the process of acquiring property interests along York Street for the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224; and,

WHEREAS, Archdiocese of Denver (“Archdiocese”) owns certain property located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County requires easements over certain Archdiocese property for utility purposes; and,

WHEREAS, Archdiocese of Denver is willing to grant easements to Adams County under the terms and conditions of the attached Utility Easement; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the Planning Commission recommended that the Board of County Commissioners accept said Utility Easement.

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

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That **Archdiocese of Denver**, a Colorado corporation sole as Trustee for Assumption of the Blessed Virgin Mary Parish in Welby, whose address is 1300 South Steele Street, Denver, Colorado 80210 (hereinafter called "Grantor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the **County of Adams**, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601, (hereinafter called "Grantee"), for the use of the public a non exclusive utility easement for the installation, operation, maintenance and replacement of either underground or above ground utilities lines and each and all of its appurtenances thereto, and may from time to time require on, over, under and across the following described strip of land which undersigned Grantor owns, said easements and rights to be utilized in a responsible and prudent manner on, over and across the following described land to wit:

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

together with the following rights: (a) of ingress and egress over and across the lands of the undersigned to and from the above-described parcel for the purpose of exercising the rights herein granted; (b) to place location markers on or beyond said strip; (c) to trim interfering trees and brush and remove objects interfering therewith; (d) to permit other public utilities to attach wires and fixtures to above-ground facilities or to use trenches jointly in the event of underground installation; and (e) to open and re-close any fences crossing said strip or, when agreed to by Grantor, install gates and stiles in such fences.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the public utilities, in connection with this easement shall be done with care, and the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to protect the facilities and appurtenances installed by the public utility.

The Grantor reserves the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and which will not interfere with or endanger any of the utility facility and appurtenances therein. Grantor agrees not to erect or construct any building or structure within the easement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this

9<sup>th</sup> day of January, 2019.

**Archdiocese of Denver**, a Colorado corporation sole as Trustee for Assumption of the Blessed Virgin Mary Parish in Welby

By: [Signature]

Print Name: \_\_\_\_\_

Print Title: Very Rev. Randy M. Dollins as Attorney-in-Fact For Samuel J. Aquila, Archbishop

STATE OF Colorado )  
COUNTY OF Denver ) §

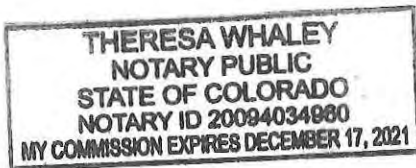
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2019 by Very Rev. Randy M. Dollins, as Attorney-in-Fact for Samuel J. Aquila, Archbishop of

**Archdiocese of Denver**, a Colorado corporation sole as Trustee for Assumption of the Blessed Virgin Mary Parish in Welby.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

[Signature]  
Notary Public

My commission expires: 12-17-21



**EXHIBIT "A"**

**UTILITY EASEMENT  
FROM ARCHDIOCESE OF DENVER  
TO  
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

(PARCEL PE-1)

Being a portion of the parcel of land described in the Warranty Deed recorded on September 1, 1998 in Book 5452 at Page 79 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, being more particularly described as follows:

Commencing at the Southeast Corner of the parcel of land described in the Warranty Deed recorded on April 12, 2019, at Reception No. 2019000027034 of the records in the Office of the Clerk and Recorder of said Adams County, said corner also being on the Southerly line of the parcel of land described in said Book 5452 at Page 79; thence North 89°30'21" East, a distance of 3.00 feet along said Southerly line to the True Point of Beginning:

Thence along a line which is 3.00 feet distant from and parallel to said Easterly Right of Way, North 0°01'12" East, a distance of 50.00 feet;

Thence leaving said line, North 89°30'41" East, a distance of 20.00 feet;

Thence South 00°01'12" West, a distance of 50.00 feet to said Southerly line;

Thence South 89°30'41" West, a distance of 20.00 feet along said Southerly to the True Point of Beginning.

Containing: 1,000 square feet, more or less.

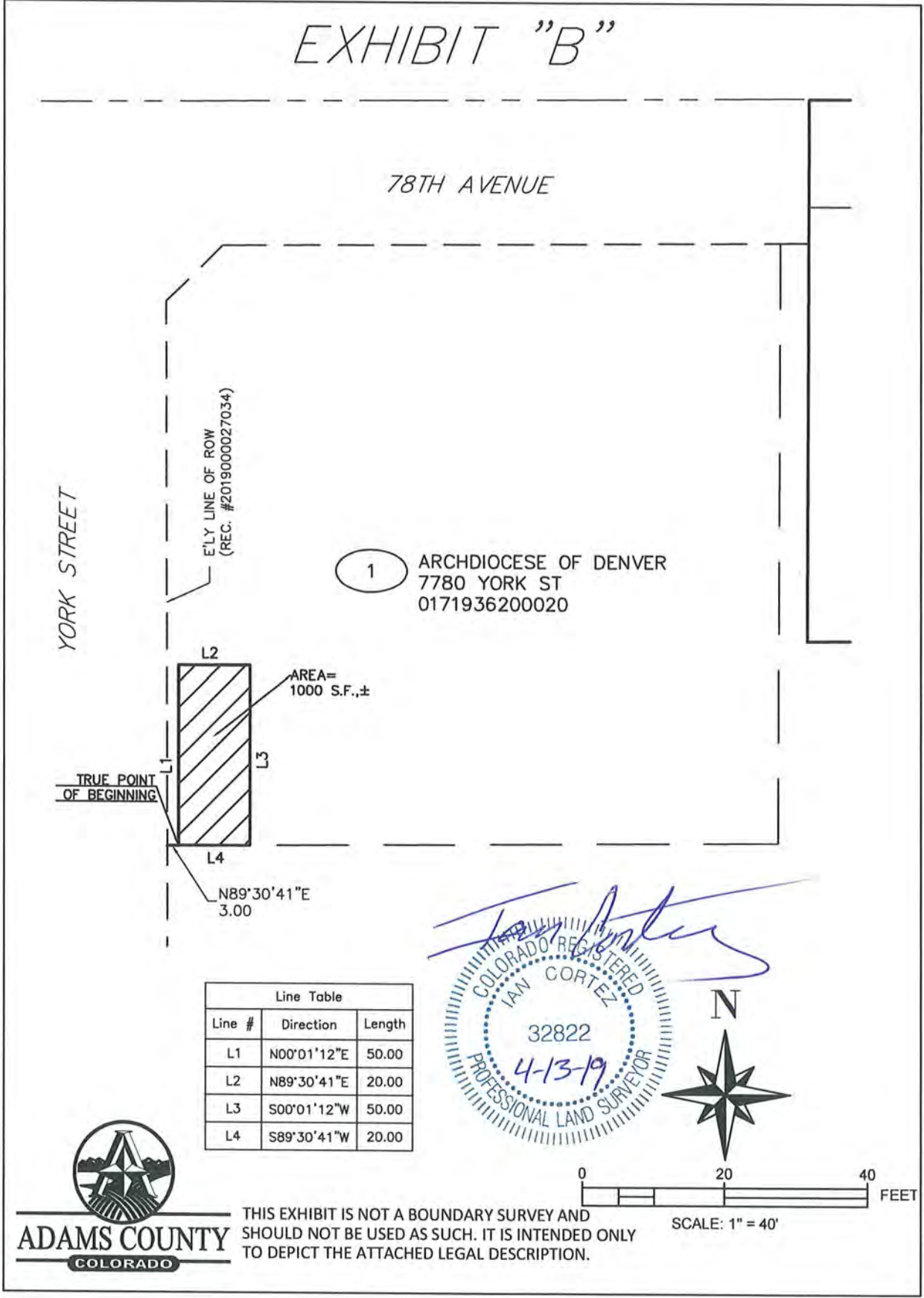
Legal description prepared by:

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

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



# EXHIBIT "B"



1 ARCHDIOCESE OF DENVER  
7780 YORK ST  
0171936200020

Line Table		
Line #	Direction	Length
L1	N00°01'12"E	50.00
L2	N89°30'41"E	20.00
L3	S00°01'12"W	50.00
L4	S89°30'41"W	20.00

*Ian Cortez*  
 COLORADO REGISTERED  
 IAN CORTEZ  
 32822  
 4-13-19  
 PROFESSIONAL LAND SURVEYOR



SCALE: 1" = 40'



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

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A UTILITY EASEMENT  
FROM ARCHDIOCESE OF DENVER TO ADAMS COUNTY  
FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a non-exclusive utility easement from Archdiocese of Denver for the installation, operation, maintenance, and replacement of utility lines and all of their appurtenances thereto, on the following described land to wit:

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

WHEREAS, this utility easement is in conjunction with the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224, for a portion of 7780 York Street, located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

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

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

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

Aaron Herrera  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution accepting a Utility Easement from James Lee Ruscetta and Margaret Ann Rose to Adams County, for non-exclusive purposes for York Street.
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Easement for the acquisition of property needed for utility purposes.

### **BACKGROUND:**

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78<sup>th</sup> Avenue to Highway 224. The County is in need of an easement from James Lee Ruscetta and Margaret Ann Rose property for the installation, operation, maintenance, and replacement of utility lines and all of their appurtenances thereto. The attached resolution allows Adams County to accept the Utility Easement.

### **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  
Utility Easement  
Planning Commission resolution

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A UTILITY EASEMENT  
FROM JAMES LEE RUSCETTA AND MARGARET ANN ROSE  
TO ADAMS COUNTY  
FOR NON-EXCLUSIVE PURPOSES

WHEREAS, Adams County is in the process of acquiring property interests along York Street for the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224; and,

WHEREAS, James Lee Ruscetta and Margaret Ann Rose (“Owners”) own certain property located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County requires an easement over Owner’s property for utility purposes; and,

WHEREAS, Owners are willing to grant said easement to Adams County under the terms and conditions of the attached Utility Easement; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the Planning Commission recommended that the Board of County Commissioners accept said Utility Easement.

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

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That **James Lee Ruscetta**, whose address is 9821 Upham Court, Denver, Colorado 80210 and **Margaret Ann Rose**, whose address is 7463 West 69<sup>th</sup> Avenue, Arvada, Colorado 80003 (hereinafter called "Grantors"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the **County of Adams**, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601, (hereinafter called "Grantee"), for the use of the public a non exclusive utility easement for the installation, operation, maintenance and replacement of either underground or above ground utilities lines and each and all of its appurtenances thereto, and may from time to time require on, over, under and across the following described strip of land which undersigned Grantor owns, said easements and rights to be utilized in a responsible and prudent manner on, over and across the following described land to wit:

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

together with the following rights: (a) of ingress and egress over and across the lands of the undersigned to and from the above-described parcel for the purpose of exercising the rights herein granted; (b) to place location markers on or beyond said strip; (c) to trim interfering trees and brush and remove objects interfering therewith; (d) to permit other public utilities to attach wires and fixtures to above-ground facilities or to use trenches jointly in the event of underground installation; and (e) to open and re-close any fences crossing said strip or, when agreed to by Grantor, install gates and stiles in such fences.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the public utilities, in connection with this easement shall be done with care, and the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to protect the facilities and appurtenances installed by the public utility.

The Grantor reserves the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and which will not interfere with or endanger any of the utility facility and appurtenances therein. Grantor agrees not to erect or construct any building or structure within the easement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this

6<sup>th</sup> day of October, 2018.

By: James Lee Ruscetta  
James Lee Ruscetta

By: Margaret Ann Rose  
Margaret Ann Rose

STATE OF Colorado)  
COUNTY OF Jefferson) §

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 2018 by James Lee Ruscetta.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

**Sarah Elizabeth Westergren**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20174012655**  
**MY COMMISSION EXPIRES 03/23/21**

Sarah E. Westergren  
Notary Public  
My commission expires: 3/23/21

STATE OF Colorado)  
COUNTY OF Jefferson) §

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 2018 by Margaret Ann Rose.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

**Sarah Elizabeth Westergren**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20174012655**  
**MY COMMISSION EXPIRES 03/23/21**

Sarah E. Westergren  
Notary Public  
My commission expires: 3/23/21

**EXHIBIT "A"**

**PERMANENT UTILITY EASEMENT  
FROM JAMES LEE RUSCETTA AND MARGARET ANN ROSE  
TO  
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

(Parcel PE-4)

Being a portion of the parcel of land described in the Personal Representative's Deed recorded on December 29, 2016 at Reception No. 2016000113905 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, being more particularly described as follows:

Commencing at the Northeast Corner of the York Street right of way as described in the Warranty Deed recorded on March 2, 2018 at Reception No. 2018000017800 in the Office of the Clerk and Recorder of Adams County, Colorado, thence South 00°06'45" East, along said Easterly right of way, a distance of 45.00 feet to the True Point of Beginning:

Thence continuing along said Easterly right of way, South 06'45" East, a distance of 40.00 feet;

Thence leaving said Easterly Right of Way, North 89°53'15" East, a distance of 20.00 feet;

Thence North 0°06'45" West, a distance of 40.00 feet;

Thence South 89°53'15" West, a distance of 20.00 feet to the True Point of Beginning.

Containing: 800 square feet, more or less.

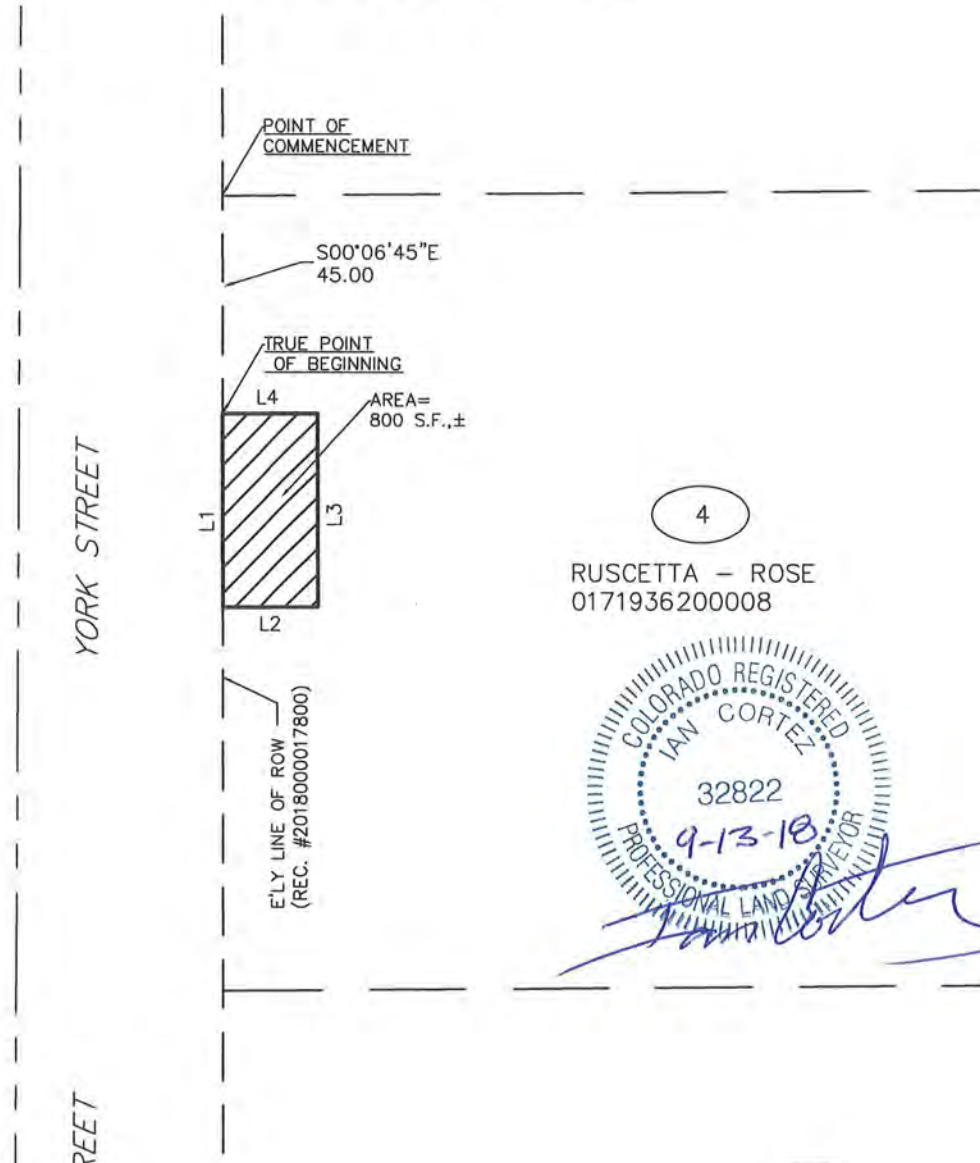
Legal description prepared by:

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

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



# EXHIBIT "B"

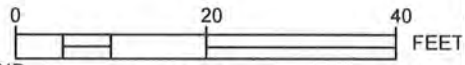


4

RUSCETTA - ROSE  
0171936200008



Line Table		
Line #	Direction	Length
L1	S00°06'45"E	40.00
L2	N89°53'15"E	20.00
L3	N00°06'45"W	40.00
L4	S89°53'15"W	20.00



SCALE: 1" = 40'



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

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A UTILITY EASEMENT  
FROM JAMES LEE RUSCETTA AND MARGARET ANN ROSE  
TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a non-exclusive utility easement from James Lee Ruscetta and Margaret Ann Rose for the installation, operation, maintenance, and replacement of utility lines and all of their appurtenances thereto, on the following described land to wit:

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

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

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

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

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

Caren Henry  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution accepting a Utility Easement from Frederic M. Sims Trust to Adams County, for non-exclusive purposes for York Street.
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Easement for the acquisition of property needed for utility purposes.

### **BACKGROUND:**

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78<sup>th</sup> Avenue to Highway 224. The County is in need of an easement from Frederic M. Sims Trust property for the installation, operation, maintenance, and replacement of utility lines and all of their appurtenances thereto. The attached resolution allows Adams County to accept the Utility Easement.

### **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  
Utility Easement  
Planning Commission resolution

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A UTILITY EASEMENT  
FROM FREDERIC M. SIMS TRUST  
TO ADAMS COUNTY  
FOR NON-EXCLUSIVE PURPOSES

WHEREAS, Adams County is in the process of acquiring property interests along York Street for the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224; and,

WHEREAS, Frederic M. Sims Trust (“Owner”), owns certain property located in Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County requires an easement over Owner’s property for utility purposes; and,

WHEREAS, Owner is willing to grant an easement to Adams County under terms and conditions of the attached Utility Easement; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the Planning Commission recommended that the Board of County Commissioners accept said Utility Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Utility Easement from Frederic M. Sims Trust, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That **Fredric M. Sims, Trustee of Fredric M. Sims Trust**, whose address is 3032 Albion Street, Denver, Colorado 80207 (hereinafter called "Grantor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the **County of Adams**, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601, (hereinafter called "Grantee"), for the use of the public a non exclusive utility easement for the installation, operation, maintenance and replacement of either underground or above ground utilities lines and each and all of its appurtenances thereto, and may from time to time require on, over, under and across the following described strip of land which undersigned Grantor owns, said easements and rights to be utilized in a responsible and prudent manner on, over and across the following described land to wit:

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

together with the following rights: (a) of ingress and egress over and across the lands of the undersigned to and from the above-described parcel for the purpose of exercising the rights herein granted; (b) to place location markers on or beyond said strip; (c) to trim interfering trees and brush and remove objects interfering therewith; (d) to permit other public utilities to attach wires and fixtures to above-ground facilities or to use trenches jointly in the event of underground installation; and (e) to open and re-close any fences crossing said strip or, when agreed to by Grantor, install gates and stiles in such fences.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the public utilities, in connection with this easement shall be done with care, and the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to protect the facilities and appurtenances installed by the public utility.

The Grantor reserves the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and which will not interfere with or endanger any of the utility facility and appurtenances therein. Grantor agrees not to erect or construct any building or structure within the easement.



**EXHIBIT "A"**

**PERMANENT UTILITY EASEMENT  
FROM FREDRICK M. SIMS, TRUSTEE  
TO  
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

(Parcel PE-5)

Being a portion of the parcel of land described in the Special Warranty Deed recorded on July 24, 2007 at Reception No. 2007000070528 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, being more particularly described as follows:

Commencing at the Northeast Corner of the York Street right of way as described in the Warranty Deed recorded at Reception No. 2018000029702 in the Office of the Clerk and Recorder of said Adams County, Colorado, thence South 00°06'45" East, along said Easterly right of way, a distance of 10.00 feet to the True Point of Beginning

Thence continuing along said Easterly right of way line, South 00°06'45" East, a distance of 50.00 feet;

Thence leaving said Easterly right of way line, North 89°53'15" East, a distance of 20.00 feet;

Thence North 0°06'45" West, a distance of 50.00 feet;

Thence South 89°53'15" West, a distance of 20.00 feet to the True Point of Beginning.

Containing: 1000 square feet, more or less.

Legal description prepared by:

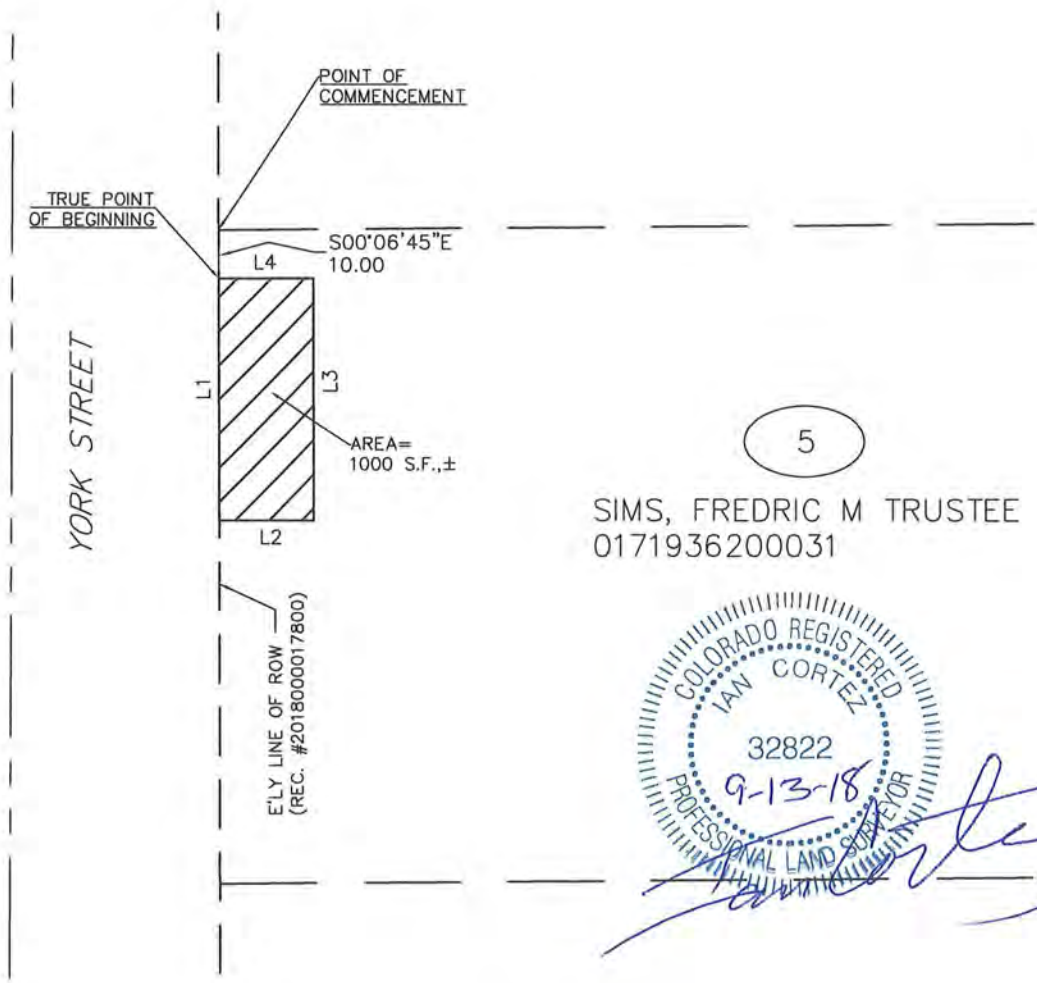
Ian Cortez, PLS  
Colorado Professional  
Land Surveyor No. 32822  
For and on behalf of:  
Adams County, Colorado

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



A handwritten signature in blue ink that reads "Ian Cortez". The signature is written over the bottom portion of the professional seal.

# EXHIBIT "B"

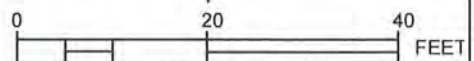


5

SIMS, FREDRIC M TRUSTEE  
0171936200031



Line Table		
Line #	Direction	Length
L1	S00°06'45"E	50.00
L2	N89°53'15"E	20.00
L3	N00°06'45"W	50.00
L4	S89°53'15"W	20.00



SCALE: 1" = 40'



**ADAMS COUNTY**  
COLORADO

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

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A UTILITY EASEMENT  
FROM FREDERIC M. SIMS TRUST TO ADAMS COUNTY  
FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a non-exclusive utility easement from Frederic M. Sims Trust for the installation, operation, maintenance, and replacement of utility lines and all of their appurtenances thereto, on the following described land to wit:

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

WHEREAS, this utility easement is in conjunction with the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224, for a portion of 7680 York Street, located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

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

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

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

Aaron Herrery  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution accepting a Utility Easement from Roller Investment Co., LLC, to Adams County, for non-exclusive purposes for York Street.
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Easement for the acquisition of property needed for utility purposes.

### **BACKGROUND:**

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78<sup>th</sup> Avenue to Highway 224. The County is in need of a Easement from Roller Investment Co., LLC, property for the installation, operation, maintenance, and replacement of utility lines and all of their appurtenances thereto. The attached resolution allows Adams County to accept the Utility Easement.

### **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  
Utility Easement  
Planning Commission resolution

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A UTILITY EASEMENT  
FROM ROLLER INVESTMENT CO., LLC, TO ADAMS COUNTY  
FOR NON-EXCLUSIVE PURPOSES

WHEREAS, Adams County is in the process of acquiring property interests along York Street for the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224; and,

WHEREAS, Roller Investment Co., LLC, (“Owner”), owns certain property located in Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County requires an easement over Owner’s property for utility purposes; and,

WHEREAS, Owner is willing to grant an easement to Adams County under terms and conditions of the attached Utility Easement; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the Planning Commission recommended that the Board of County Commissioners accept said Utility Easement.

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

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That **Roller Investment Co., LLC**, whose address is 7500 York Street, Denver, Colorado 80229 (hereinafter called "Grantor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the **County of Adams**, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601, (hereinafter called "Grantee"), for the use of the public a non exclusive utility easement for the installation, operation, maintenance and replacement of either underground or above ground utilities lines and each and all of its appurtenances thereto, and may from time to time require on, over, under and across the following described strip of land which undersigned Grantor owns, said easements and rights to be utilized in a responsible and prudent manner on, over and across the following described land to wit:

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

together with the following rights: (a) of ingress and egress over and across the lands of the undersigned to and from the above-described parcel for the purpose of exercising the rights herein granted; (b) to place location markers on or beyond said strip; (c) to trim interfering trees and brush and remove objects interfering therewith; (d) to permit other public utilities to attach wires and fixtures to above-ground facilities or to use trenches jointly in the event of underground installation; and (e) to open and re-close any fences crossing said strip or, when agreed to by Grantor, install gates and stiles in such fences.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the public utilities, in connection with this easement shall be done with care, and the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to protect the facilities and appurtenances installed by the public utility.

The Grantor reserves the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and which will not interfere with or endanger any of the utility facility and appurtenances therein. Grantor agrees not to erect or construct any building or structure within the easement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this

31 day of October, 2018.

**Roller Investment Co., LLC**

By:   
David C. Roller, Manager

STATE OF Colorado )  
 ) §  
COUNTY OF Adams )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2018 by David C. Roller, as Manager of Roller Investment Co., LLC.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

MELISSA LEVARIO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20034016876  
My Commission Expires May 21, 2019



Notary Public

My commission expires: 5-21-19

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A UTILITY EASEMENT  
FROM ROLLER INVESTMENT CO., LLC, TO ADAMS COUNTY  
FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a non-exclusive utility easement from Roller Investment Co., LLC, for the installation, operation, maintenance, and replacement of utility lines and all of their appurtenances thereto, on the following described land to wit:

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

WHEREAS, this utility easement is in conjunction with the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224, for a portion of 7500 York Street, located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

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

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

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

Aaron Herrera  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution accepting a Utility Easement from 74 <sup>th</sup> Avenue Limited Partnership to Adams County, for non-exclusive purposes for York Street.
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Easement for the acquisition of property needed for utility purposes.

### **BACKGROUND:**

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78<sup>th</sup> Avenue to Highway 224. The County is in need of a Easement from 74<sup>th</sup> Avenue Limited Partnership property for the installation, operation, maintenance, and replacement of utility lines and all of their appurtenances thereto. The attached resolution allows Adams County to accept the Utility Easement.

### **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  
Utility Easement  
Planning Commission resolution

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A UTILITY EASEMENT  
FROM 74<sup>TH</sup> AVENUE LIMITED PARTNERSHIP  
TO ADAMS COUNTY  
FOR NON-EXCLUSIVE PURPOSES

WHEREAS, Adams County is in the process of acquiring property interests along York Street for the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224; and,

WHEREAS, 74<sup>th</sup> Avenue Limited Partnership (“Owner”) owns certain property located in Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County requires an easement over Owner’s property for utility purposes; and,

WHEREAS, Owner is willing to grant an easement to Adams County under terms and conditions of the attached Utility Easement; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the Planning Commission recommended that the Board of County Commissioners accept said Utility Easement.

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

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That **74<sup>TH</sup> Avenue Limited Partnership**, whose address is 270 St. Paul Street, Suite 300, Denver, Colorado 80206 (hereinafter called "Grantor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the **County of Adams**, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601, (hereinafter called "Grantee"), for the use of the public a non exclusive utility easement for the installation, operation, maintenance and replacement of either underground or above ground utilities lines and each and all of its appurtenances thereto, and may from time to time require on, over, under and across the following described strip of land which undersigned Grantor owns, said easements and rights to be utilized in a responsible and prudent manner on, over and across the following described land to wit:

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

together with the following rights: (a) of ingress and egress over and across the lands of the undersigned to and from the above-described parcel for the purpose of exercising the rights herein granted; (b) to place location markers on or beyond said strip; (c) to trim interfering trees and brush and remove objects interfering therewith; (d) to permit other public utilities to attach wires and fixtures to above-ground facilities or to use trenches jointly in the event of underground installation; and (e) to open and re-close any fences crossing said strip or, when agreed to by Grantor, install gates and stiles in such fences.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the public utilities, in connection with this easement shall be done with care, and the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to protect the facilities and appurtenances installed by the public utility.

The Grantor reserves the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and which will not interfere with or endanger any of the utility facility and appurtenances therein. Grantor agrees not to erect or construct any building or structure within the easement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this

12<sup>th</sup> day of October, 2018.

**74<sup>th</sup> Avenue Limited Partnership**

By:   
Nick J. Zieser, CFO

STATE OF Colorado )  
COUNTY OF Denver ) §

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2018 by Nick J. Zieser, as CFO of 74<sup>th</sup> Avenue Limited Partnership.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

MICHELLE LANETTE SCHNEIDER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20134029353  
MY COMMISSION EXPIRES MAY 9, 2021



Notary Public

My commission expires: May 9, 2021

**EXHIBIT "A"**

**PERMANENT UTILITY EASEMENT  
FROM 74<sup>TH</sup> AVENUE LIMITED PARTNERSHIP  
TO  
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

(Parcel PE-16)

Being a portion of the parcel of land described in the Warranty Deed recorded on May 1, 1997 in Book 4996 at Page 568 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, being more particularly described as follows:

Commencing at the Southeast Corner of the York Street right of way (Parcel 16) as described in the Warranty Deed recorded on March 2, 2018 at Reception No. 2018000017802 in the Office of the Clerk and Recorder of said Adams County, thence North 00°06'45" West, along said Easterly right of way, a distance of 10.00 feet to the True Point of Beginning:

Thence continuing along said Easterly right of way, North 00°06'45" West, a distance of 30.00 feet;

Thence leaving said Easterly right of way, North 89°53'15" East, a distance of 20.00 feet;

Thence South 00°06'45" East, a distance of 30.00 feet;

Thence South 89°53'15" West, a distance of 20.00 feet to the True Point of Beginning.

Containing: 600 square feet, more or less.

Legal description prepared by:

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

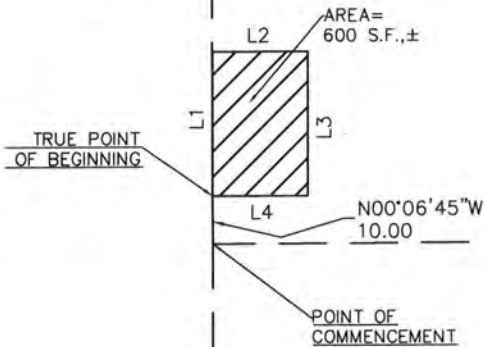
Exhibit "B" attached and hereby made a part thereof.



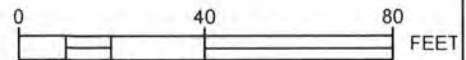
# EXHIBIT "B"

YORK STREET

16 74TH AVENUE  
LIMITED PARTNERSHIP  
0171936300055



Line Table		
Line #	Direction	Length
L1	N00°06'45"W	30.00
L2	N89°53'15"E	20.00
L3	S00°06'45"E	30.00
L4	S89°53'15"W	20.00



SCALE: 1" = 40'



**ADAMS COUNTY**  
COLORADO

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

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A UTILITY EASEMENT  
FROM 74<sup>TH</sup> AVENUE LIMITED PARTNERSHIP, TO ADAMS COUNTY  
FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a non-exclusive utility easement from 74<sup>th</sup> Avenue Limited Partnership for the installation, operation, maintenance, and replacement of utility lines and all of their appurtenances thereto, on the following described land to wit:

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

WHEREAS, this utility easement is in conjunction with the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224, for a portion of 2645 East 74<sup>th</sup> Avenue, located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

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

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

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

Aaron Herrera  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution accepting a Utility Easement from Rafael Mendoza and Florence Mendoza to Adams County, for non-exclusive purposes for York Street.
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Easement for the acquisition of property needed for utility purposes.

### **BACKGROUND:**

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78<sup>th</sup> Avenue to Highway 224. The County is in need of a Easement from Rafael Mendoza and Florence Mendoza property for the installation, operation, maintenance, and replacement of utility lines and all of their appurtenances thereto. The attached resolution allows Adams County to accept the Utility Easement.

### **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  
Utility Easement  
Planning Commission resolution

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A UTILITY EASEMENT  
FROM RAFAEL MENDOZA AND FLORENCE MENDOZA  
TO ADAMS COUNTY  
FOR NON-EXCLUSIVE PURPOSES

WHEREAS, Adams County is in the process of acquiring property interests along York Street for the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224; and,

WHEREAS, Rafael Mendoza and Florence Mendoza (“Owners”) own certain property located in Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County requires an easement over Owners’ property for utility purposes; and,

WHEREAS, Owners are willing to grant an easement to Adams County under terms and conditions of the attached Utility Easement; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the Planning Commission recommended that the Board of County Commissioners accept said Utility Easement.

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

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That **Rafael Mendoza and Florence Mendoza**, whose address is 1955 East 75<sup>th</sup> Avenue, Denver, Colorado 80229 (hereinafter called "Grantor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the **County of Adams**, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601, (hereinafter called "Grantee"), for the use of the public a non exclusive utility easement for the installation, operation, maintenance and replacement of either underground or above ground utilities lines and each and all of its appurtenances thereto, and may from time to time require on, over, under and across the following described strip of land which undersigned Grantor owns, said easements and rights to be utilized in a responsible and prudent manner on, over and across the following described land to wit:

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

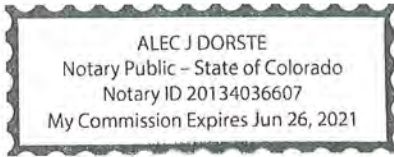
together with the following rights: (a) of ingress and egress over and across the lands of the undersigned to and from the above-described parcel for the purpose of exercising the rights herein granted; (b) to place location markers on or beyond said strip; (c) to trim interfering trees and brush and remove objects interfering therewith; (d) to permit other public utilities to attach wires and fixtures to above-ground facilities or to use trenches jointly in the event of underground installation; and (e) to open and re-close any fences crossing said strip or, when agreed to by Grantor, install gates and stiles in such fences.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the public utilities, in connection with this easement shall be done with care, and the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to protect the facilities and appurtenances installed by the public utility.

The Grantor reserves the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and which will not interfere with or endanger any of the utility facility and appurtenances therein. Grantor agrees not to erect or construct any building or structure within the easement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this

27<sup>th</sup> day of March, 2019.



**Rafael Mendoza**

By: Rafael Mendoza

STATE OF Colorado )  
COUNTY OF Adams ) §

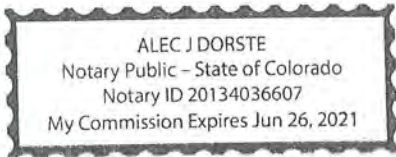
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 2019 by Rafael Mendoza.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

[Signature]

Notary Public

My commission expires: 6/26/21



**Florence Mendoza**

By: Florence Mendoza

STATE OF Colorado )  
COUNTY OF Adams ) §

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 2019 by Florence Mendoza.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

[Signature]

Notary Public

My commission expires: 6/26/21

**EXHIBIT "A"**

**PERMANENT UTILITY EASEMENT  
FROM RAFAEL MENDOZA AND FLORENCE MENDOZA  
TO  
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

(Parcel PE-20)

Being a portion of the parcel of land described in the Warranty Deed recorded on June 21, 1996 in Book 4777 at Page 928 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, being more particularly described as follows:

Commencing at the Northeast Corner of the York Street right of way as described in the Warranty Deed recorded on May 22, 2018 at Reception No. 2018000040942 in the Office of the Clerk and Recorder of said Adams County; thence along the Southeasterly and Easterly lines of said York Street right-of-way the following two (2) courses and distances: thence South 44°53'06" West, a distance of 35.44 feet; thence South 0°01'12" West, a distance of 30.00 feet to the True Point of Beginning;

Thence continuing along said Easterly right of way line, South 00°01'12" West, a distance of 50.00 feet;

Thence leaving said Easterly right of way, South 89°58'48" East, a distance of 20.00 feet;

Thence North 0°01'12" East, a distance of 50.00 feet;

Thence North 89°58'48" West, a distance of 20.00 feet to the True Point of Beginning.

Containing: 1000 square feet, more or less.

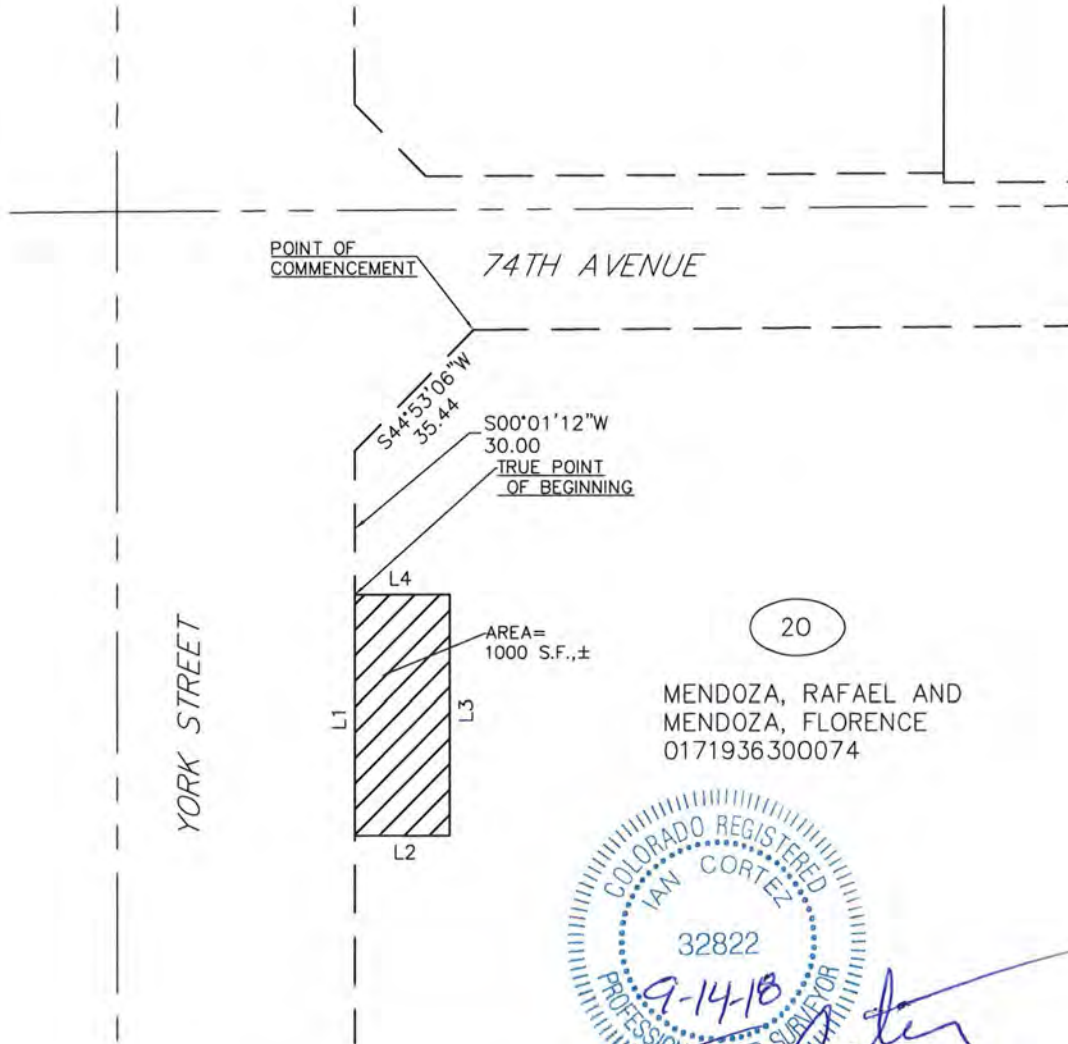
Legal description prepared by:

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

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



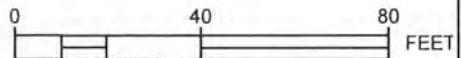
# EXHIBIT "B"



MENDOZA, RAFAEL AND  
MENDOZA, FLORENCE  
0171936300074



Line Table		
Line #	Direction	Length
L1	S00°01'12"W	50.00
L2	S89°58'48"E	20.00
L3	N00°01'12"E	50.00
L4	N89°58'48"W	20.00



SCALE: 1" = 40'



**ADAMS COUNTY**  
COLORADO

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

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A UTILITY EASEMENT  
FROM RAFAEL MENDOZA AND FLORENCE MENDOZA  
TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a non-exclusive utility easement from Rafael Mendoza and Florence Mendoza for the installation, operation, maintenance, and replacement of utility lines and all of their appurtenances thereto, on the following described land to wit:

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

WHEREAS, this utility easement is in conjunction with the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224, for a portion of 7330 York Street, located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

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

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

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

Aaron Herrera  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution accepting Quitclaim Deed conveying property from Fernando Bencomo Portillo and Diana Villar to Adams County, for the dedication of road right-of-way
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Quitclaim Deed for the acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Quitclaim Deed.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Quitclaim Deed  
Planning Commission resolution

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING QUITCLAIM DEED CONVEYING PROPERTY  
FROM FERNANDO BENCOMO PORTILLO AND DIANA VILLAR  
TO ADAMS COUNTY  
FOR THE DEDICATION OF ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the 2018 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 341 Elbert Way, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Fernando Bencomo Portillo and Diana Villar (“Parcel”); and

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

WHEREAS, Fernando Bencomo Portillo and Diana Villar have executed a Quitclaim Deed to dedicate the Parcel for road right-of-way purposes for Elbert Way that complies with County standards and will benefit the citizens of Adams County; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the Planning Commission recommended that the Board of County Commissioners accept said Quitclaim Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Quitclaim Deed from Fernando Bencomo Portillo and Diana Villar, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.



**EXHIBIT "A"**

**DEED FROM FERNANDO PORTILLO AND DIANA VILLAR  
TO  
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 12, Block 15, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, being more particularly described as follows:

Beginning at the Southwesterly Corner of said Lot 12, thence North 26°43'15" West, along the Westerly line of said Lot 12, a distance of 10.00 feet;

Thence leaving said Westerly line, South 71°43'15" East, a distance of 14.14 feet to a point on the Southerly line of said Lot 12;

Thence South 63°16'45" West, along the Southerly line of said Lot 12, a distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

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

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



# EXHIBIT "B"



FERNANDO PORTILLO AND DIANA VILLAR  
LOT 12, BLOCK 15  
SHERRELWOOD ESTATES FILING NO. 1  
341 ELBERT WAY  
PN: 1719-34-2-07-007

CONIFER ROAD

ELBERT WAY

N26°43'15"W  
10.00'

S71°43'15"E  
14.14'

POINT OF  
BEGINNING

S63°16'45"W  
10.00'

AREA=  
50 S.F., ±



SCALE: 1" = 30'



**ADAMS COUNTY**  
COLORADO

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

AGENDA ITEM

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED  
FROM  
FERNANDO BENCOMO PORTILLO AND DIANA VILLAR  
TO ADAMS COUNTY  
FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Quitclaim Deed from Fernando Bencomo Portillo and Diana Villar for right-of-way purposes on the following described land to wit:

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

WHEREAS, this Quitclaim Deed is in conjunction with the 2018 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Quitclaim Deed from Fernando Bencomo Portillo and Diana Villar be accepted by the Board of County Commissioners.

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

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

Aaron Herrera  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution accepting Quitclaim Deed conveying property from Vandara Pongphachanxay to Adams County, for the dedication of road right-of-way
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Quitclaim Deed for the acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Quitclaim Deed.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Quitclaim Deed  
Planning Commission resolution

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING QUITCLAIM DEED CONVEYING PROPERTY FROM  
VANDARA PONGPHACHANXAY TO ADAMS COUNTY  
FOR THE DEDICATION OF ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the 2018 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 7790 Pecos Street, located in the Northeast Quarter of Section 33, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Vandara Pongphachanxay (“Parcel”); and,

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

WHEREAS, Vandara Pongphachanxay has executed a Quitclaim Deed to dedicate the Parcel for road right-of-way purposes for Pecos Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the Planning Commission recommended that the Board of County Commissioners accept said Quitclaim Deed.

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

**QUITCLAIM DEED**

**THIS DEED**, made this 3<sup>rd</sup> day of December, 2018, between **Vandara Pongphachanxay**, whose legal address is 2185 Pinion Circle, Erie, CO 80516, grantor, and the **County of Adams, State of Colorado**, grantee, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601.

**WITNESS**, that the grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the said County of Adams and State of Colorado, described as follows:

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

Dedicated for **Pecos Street**  
Also known as street and number: **7790 Pecos Street**  
Assessor's schedule or parcel numbers: part of **0171933119001**

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

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoove of the grantee, its successors and assigns forever, except 2017 taxes due in 2018 which grantor agrees to pay.

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

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

Vandara Pongphachanxay

BY: [Signature]

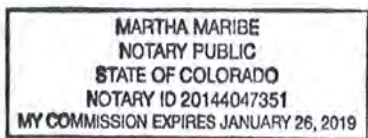
STATE OF COLORADO )  
County of Arapahoe ) §

The foregoing instrument was acknowledged before me this 3 day of Dec, 2018, by Vandara Pongphachanxay.

My commission expires: 01/26/2019

Witness my hand and official seal.

[Signature]  
Notary Public



**EXHIBIT "A"**

**DEED FROM VANDARA PONGPHACHANXAY  
TO  
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 1, Block 46, of the PEARL MACK MANOR NINTH FILING, a Subdivision recorded on May 13, 1958 in File No. 10 Map 270 Reception No. 544730 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northeast Quarter of Section 33, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, being more particularly described as follows:

Beginning at the Northwestern Corner of said Lot 1, thence North 89°34'58" East, along the Northerly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Northerly line, South 0°01'52" West, a distance of 5.00 feet to a point;

Thence South 89°34'58" West, a distance of 10.00 feet to a point on the Westerly line of said Lot 1;

Thence North 0°01'52" East, along the Westerly line of said Lot 1, a distance of 5.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

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

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



# EXHIBIT "B"

POINT OF BEGINNING

N89°34'58"E  
10.00'

ELMWOOD LANE

N0°01'52"E  
5.00'

S0°01'52"W  
5.00'

AREA =  
50 S.F., ±  
S89°34'58"W  
10.00'

PECOS STREET

VANDARA PONGPHACHANXAY  
LOT 1, BLOCK 46  
PEARL MACK MANOR  
NINTH FILING

7790 PECOS ST.  
PN: 1719-33-1-19-001



SCALE: 1" = 30'



**ADAMS COUNTY**  
COLORADO

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

AGENDA ITEM

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED  
FROM  
VANDARA PONGPHACHANXAY  
TO ADAMS COUNTY  
FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 13<sup>th</sup> day of February, 2020, the following proceedings and others were had and done, to wit:

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

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

WHEREAS, this Quitclaim Deed is in conjunction with the 2018 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue, located in the Northeast Quarter of Section 33, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Quitclaim Deed from Vandara Pongphachanxay be accepted by the Board of County Commissioners.

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

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

Caren Heney  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> 2020 Annual Operating Plan
<b>FROM:</b> Richard Reigenborn, Sheriff and Ron Sigman, Emergency Manager
<b>AGENCY/DEPARTMENT:</b> Sheriff's Office and Office of Emergency Manager
<b>HEARD AT STUDY SESSION ON:</b> n/a
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the annual operating plan agreement.

### **BACKGROUND:**

This Annual Operating Plan (AOP) is pursuant to the "Agreement for Cooperative Wildfire Protection in Adams County" dated January 2017, also known as the State to County Agreement. (See Attachment #1)

This AOP is also a component of the Statewide AOP and the "Statewide Cooperative Wildland Fire and Stafford Act Agreement."

This Annual Operating Plan is applicable to all signatories and address how the signatories will implement the State to County Agreement. The County may create specific fire district AOP's or Agreements to further define the roles and responsibilities within the County. This plan is not intended to force or suggest that any signatory operate outside of their legal authority, policies, mission or business practices. This plan outlines common approaches in wildland fire management as well as agency specific approaches.

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

Adams County/Adams County Office of Emergency Management  
Adams County Sheriff's Office  
Colorado Division of Fire Prevention and Control  
United States Fish and Wildlife Service

### **ATTACHED DOCUMENTS:**

Resolution  
Adams County Annual Operating Plan 2020  
Attachment 1: Agreement for Cooperative Wildfire Protection in Adams County

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE 2020 ADAMS COUNTY ANNUAL OPERATING PLAN  
PREPARED PURSUANT TO THE AGREEMENT FOR COOPERATIVE WILDFIRE  
PROTECTION IN ADAMS COUNTY

WHEREAS, pursuant to Colo. Const. art. XIV, § 18(2)(a) and Colorado Revised Statute §29-1-203, the County may cooperate or contract with other governments to provide any function or service lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and incurring of debt; and,

WHEREAS, Adams County, the Adams County Sheriff, and the Colorado Department of Public Safety, Division of Fire Prevention and Control entered into an Agreement for Cooperative Wildfire Protection in Adams County (“Agreement”) on January 2017; and,

WHEREAS, the attached 2020 Annual Operating Plan between Adams County, the Adams County Sheriff, the Colorado Division of Fire Prevention and Control, and the United States Fish and Wildlife Service was prepared pursuant to the Agreement and addresses how each of the signatories will implement the Agreement.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2020 Adams County Annual Operating Plan prepared pursuant to the Agreement for Cooperative Wildfire Protection in Adams County, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to execute said Annual Operating Plan on behalf of Adams County.

# ADAMS COUNTY

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# ANNUAL OPERATING PLAN

## 2020



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**ATTACHMENTS**

- Attachment 1 - Agreement for Cooperative Wildfire Protection in Adams County
- Attachment 2 - Adams County Mutual Aid Agreements
- Attachment 3 - Adams County Burn Restriction Levels
- Attachment 4 - Complexity Analysis Guidelines
- Attachment 5 - Adams County Communications Plan

## 1.0 PREAMBLE

This Annual Operating Plan (AOP) is pursuant to the “Agreement for Cooperative Wildfire Protection in Adams County” dated July 2019 also known as the State to County Agreement. (See *Attachment #1*)

This AOP is also a component of the Statewide AOP and the “Statewide Cooperative Wildland Fire and Stafford Act Agreement”. Current version of the agreement can be found on the DFPC website at:

[https://gacc.nifc.gov/rmcc/dispatch\\_centers/r2crc/dispatch/Plans%20and%20Guides/2016%20CO%20AOP.pdf](https://gacc.nifc.gov/rmcc/dispatch_centers/r2crc/dispatch/Plans%20and%20Guides/2016%20CO%20AOP.pdf)

## 2.0 PURPOSE

This Annual Operating Plan is applicable to all signatories and address how the signatories will implement the State to County Agreement. The County may create specific fire district AOP’s or Agreements to further define the roles and responsibilities within the County. This plan is not intended to force or suggest that any signatory operate outside of their legal authority, policies, mission or business practices. This plan outlines common approaches in wildland fire management as well as agency specific approaches.

## 3.0 AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
  - BUREAU OF LAND MANAGEMENT – COLORADO  
Agreement Number: **BLM-MOU-CO-538**
  - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION  
Agreement Number: **F1249110016**
  - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION  
**(no agreement number)**
  - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION  
**(no agreement number)**
  - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION  
Agreement Number: **11-FI-11020000-017**
- Agreement for Cooperative Wildfire Protection in Adams County, CSFS #109 (See *Attachment #1*)

## **4.0 RECITALS**

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional agencies are responsible for all planning documents (i.e., land use, fire management plans, mitigation plans) for a unit's wildland fire and fuels management program.

Protecting Agencies implement the actions documented and directed by the planning documents for initial and extended attack on wildland fires. They provide the supervision and support including operational oversight, direction and logistical support to incident management teams.

## **5.0 INTERAGENCY COOPERATION**

### **5.1 Interagency Dispatch Centers**

The designated Interagency Dispatch Center for the Adams County area is, Fort Collins Interagency Dispatch Center (FTC). (970) 295-6800.

Assistance by the Division of Fire Protection & Control (DFPC) Regional Battalion Chief (BC) or by the Division of Homeland Security & Emergency Management (DHSEM) Regional Field Manager (RFM) must be requested through the State of Colorado Emergency Operations Line: (303) 279-8855.

### **5.2 Interagency Resources**

The Rocky Mountain Arsenal National Wildlife Refuge (CO-RMR), managed by the U.S. Fish and Wildlife Service, is located within Adams County. The CO-RMR falls within the South Adams County Fire Protection District (SAFPD). SAFPD is the jurisdictional agency currently responsible for fire suppression on the CO-RMR property. Interagency resources must be requested through the Fort Collins Interagency Dispatch Center.

DFPC does not have initial attack responsibility within Adams County. However, DFPC may provide state resource, such as crews, State Staffed engines, and aircraft under either mutual aid or reimbursable conditions. The availability of state resources for firefighting will vary and is not guaranteed. Reimbursement under the Colorado Wildfire Emergency Response Fund (WERF) is subject to availability of WERF funds. Crews and Aviation resources have additional costs associated with them that will not be reimbursed under WERF such as vehicles, fuel trucks, lead planes, etc. Current version of the guide and forms can be found on the DFPC website at:

<https://www.colorado.gov/pacific/dfpc/fire-funding>

All requests for the VLAT (Very Large Air Tanker) through WERF must first be approved by the DFPC Branch Chief of Operations or designee.

Requests for resources / assistance under the State of Colorado's Resource Mobilization Annex must be made initially through the State of Colorado Emergency Operations Line at (303) 279-8855 by the Adams County Emergency Manager, Sheriff, or Board of County Commissioners. A DFPC Duty Officer, DHSEM RFM, or designee will respond to this request. Current version of the Annex and associated forms can be found on the DHSEM website at:

<https://www.colorado.gov/pacific/dhsem/resource-mobilization>

Requests for Adams County Government's Resources shall be made through the Adams County Communications Centers (ADCOM911 or through the Adams County Emergency Operations Center (EOC), if activated.

### **5.3 Standards**

Signatory agencies to this plan will operate under the concepts defined in the Department of Homeland Security's National Incident Management System (NIMS) and National Wildfire Coordinating Group (NWCG) guidance.

The agency having jurisdiction has the overall responsibility for that incident. Under State statute, the County and the State may enter into an agreement for the State to take management responsibility.

The standard for wildland fire training and qualifications within Colorado is the NWCG 310-1 Wildland fire Qualification System Guide. State employees engaged in firefighting activities will meet the current NWCG qualification standards.

Signatories to this plan may not obligate nor encumber the finances of the other without express written permission.

## **6.0 PREPAREDNESS**

### **6.1 Protection Planning**

DFPC – Operates in the role of ESF4 at the State level as outlined in the Colorado Emergency Operating Plan.

DFPC – Develops a Colorado State Preparedness Plan annually.

DFPC – Maintains Cooperative Resource Rate Forms (CRRF), provides Cooperator access to the Incident Qualification System (IQS) and the Resource Ordering and Status System (ROSS).

DFPC – Maintains Cooperative Wildfire Agreements with each County.

DFPC – Assists with provision of wildland fire training to Counties and Cooperating Agencies.

DFPC – Administers grants specific to wildland fire suppression.

DFPC, County, and USFWS – Update the AOP each year.

County – Provides for wildland fire suppression planning.

County – Enters into agreements and AOP's with local fire districts as needed.

County – Assists with the maintenance of records in ROSS and WebEOC.

County – Responsible for the coordination of efforts to suppress wildfires in unincorporated areas of the county that exceed the capabilities of the local fire protection district.

USFWS -Provides for wildland fire suppression.

USFWS - Cooperate locally in wildland fire suppression training.

USFWS – Enters into agreement with local cooperating agencies as needed.

USFWS – Maintain records in ROSS and IQCS.

## **6.2 Protection Areas and Boundaries**

The area described by this plan includes all lands within the boundaries of Adams County, including incorporated cities and towns and federal property (USFWS). A current map of fire protection district boundaries and response zones will be kept in all Communication Centers that provide dispatch services for Adams County emergency responders, Adams County OEM/EOC, and the Adams County Sheriff's Office. Current version of the Adams County Fire District map can be found on the Adams County website at:

[http://www.adcogov.org/sites/default/files/Fire\\_Districts\\_18x44\\_1.pdf](http://www.adcogov.org/sites/default/files/Fire_Districts_18x44_1.pdf)

## **6.3 Methods of Fire Protection and Suppression**

Adams County has several Fire Protection Districts that provide response to all areas of the county. The County does not maintain a regular firefighting force, but has the ability to provide heavy equipment, such as road graders and bulldozers, in support of suppression efforts.

Surrounding Counties have a similar capacity and often provide mutual aid resources to fires within the county.

### **6.3.1 Reciprocal (Mutual Aid) Fire Assistance**

Mutual aid is defined as assistance provided by an Assisting Agency at no cost to the Jurisdictional Agency. Assisting Agencies will, upon request (or voluntarily) take initial attack action in support of the Jurisdictional Agency. It shall be the responsibility of the Agency performing initial attack to notify the Jurisdictional Agency if their lands are involved or threatened. The Jurisdictional Agency will not be required to reimburse the Assisting Agency for costs incurred for the duration

of the mutual aid period, unless other arrangements are agreed upon per C.R.S. sections 29-5-105 through 29-5-110.

**Mutual Aid Period:** For all fires occurring in Adams County, each agency will assume responsibility for its own expenses for the first operational period or twenty-four (24) consecutive hours whichever comes first, unless agreed upon by the jurisdictional agencies. The beginning of the operational period is measured from the time of the initial dispatch or tone or report of a fire to a dispatch center. The normal mutual aid period within Adams County will be 12 hours from the time of initial dispatch of the incident or report of the fire to a dispatch center. Assisting Agencies may opt to extend mutual aid on a case by case basis after the initial 12 hour period. This agreement should be documented by the Incident Commander. Additionally, the mutual aid period may be ended early by the requesting agency if that will help fulfill the needs of the incident. After the end of the mutual aid period, outside agencies may be eligible for the reimbursement of operational costs from the Jurisdictional Agency.

**Obligation:** It is understood that no Assisting Agency will be required to assist, or be expected to commit resources to a Jurisdictional Agency which may jeopardize the protection of lands of the Assisting Agency. (*See Attachment #2*)

### **6.3.2 Acquisition of Services**

Signatories to this plan agree to utilize established ordering procedures for the acquisition of services during a wildland fire. This may include ordering resources through Local Dispatch Centers, Local EOCs, County EOCs, the Interagency Dispatch System, or the State EOC.

In some cases, services may be acquired locally. In such instances, the County will be responsible for the acquisition and establishment of vendor financial documents. If ordered at the request of the State, the County may be reimbursed for the cost of the services provided.

## **6.4 Joint Projects and Project Plans**

Nothing in this plan shall prohibit agencies from entering into joint project agreements. There are no joint project plans within Adams County currently for this plan cycle.

Standard project planning and written agreements will be utilized when entering into joint projects.

## **6.5 Fire Prevention**

Education efforts will be coordinated with partner agencies. Each cooperating agency may release fire danger information as deemed necessary to enhance public awareness and safety with regard to the current fire conditions. News releases will be coordinated between cooperators to lend a unified approach to the current conditions when periods of High to Extreme fire danger or when red flag warnings are issued.

## **6.6 Public Use Restrictions**

The purpose of fire restrictions and closures is to reduce the risk of human-caused fires during high fire danger and/or burning conditions, and for the protection of human life and property. Fire restrictions and closures are invoked on federal, state, county, and private lands under federal and state laws. Public information about restrictions must be broad-based, clear and coordinated.

When contemplating a closure to open burning or lifting of fire bans, all agencies and/or fire departments/districts will advise its cooperators of the situation and consider joint action(s) as needed.

The intent of this section is not to restrict the authority of individual land management agencies from independently placing timely restrictions or bans deemed necessary.

In the case of any restrictions on burning or public movements because of extreme fire danger, either by Governor's proclamation or by local issue, the County Sheriff will be responsible for enforcement on all non-federal lands, and may assist on other lands at the request of the appropriate agency. (See Appendix #3 – Burn Restrictions)

## **6.7 Burning Permits**

Local fire departments / districts may require burn permits. Agricultural and ditch burns are exempt from permitting under state rules.

## **6.8 Prescribed Fire (Planned Ignitions) and Fuels Management**

Senate Bill 13-083 directed the Division to implement a prescribed burn program in Colorado, including creating minimum standards for conducting prescribed burns on any area in the state, except for prescribed burning conducted by an agency of the federal government, pursuant to Section 24-33.5-1217. To be exempt from these standards, other users of prescribed fire, including local governments and non-governmental organizations must adopt or have already adopted guidelines or standards that are in substantial compliance with the intent of section 24-33.5-1217.5 for prescribed burning under their control.

Agricultural and ditch burning are exempt from these state rules.

Signatory agencies to this plan agree to abide by current laws, rules and standards when performing prescribed fire activities. The agencies may assist each other in all aspects of prescribed fire projects.

Contact the DFPC BC for further guidance.

## **6.9 Smoke Management**

The Colorado Air Pollution Prevention and Control Act (CRS 25-7-102) requires every prescribed fire project to have a smoke permit. Due to changes in policy, procedures,

technology and State air quality standards, the smoke permitting process is subject to change. For the most up-to-date process and policy, refer to the Colorado Department of Public Health and Environment, Air Pollution Control Division (CDPHE-APCD) website at: <https://www.colorado.gov/pacific/cdphe/categories/services-and-information/environment/air-quality/outdoor-burning>

Agricultural and ditch burning are exempt from these state rules.

## **7.0 OPERATIONS**

### **7.1 Fire Notifications**

The appropriate Communication Center will receive notification of a wildland fire and will dispatch the appropriate resources per policy. Whenever possible, the closest resource should be dispatched regardless of jurisdiction.

### **7.2 Boundary Line Fires**

When a boundary line fire occurs; either fire district or county boundaries; the first arriving unit will establish command. Jurisdictional authority will be established after firefighter and public safety have been ensured.

### **7.3 Response to Wildland Fire**

Fires within Adams County will initially be managed by the Fire District / Fire Department having jurisdictional authority. If the fire escapes during initial attack, and, the fire becomes beyond the ability of the local district to suppress; the fire may be transitioned to the county for management with concurrence of the Fire Chief (or his/her designee) and the County Sheriff (or his/her designee).

If the fire is beyond the ability of the county to manage, it may transition to the state for management, in part or as a whole, with the concurrence of the County Sheriff (or his/her designee) and a DFPC BC (or designee).

All agencies within Adams County will utilize the Incident Command System for wildland firefighting operations.

Agencies responding to fires within their own jurisdiction may follow their policies on qualifications and personal protective equipment. Agencies responding outside of the county in response to a fire managed by the State or Federal Government will comply with current interagency standards on qualifications and personal protective equipment.

#### **7.3.1 Special Management Considerations**

Repair of impacts caused by fire suppression action is normally conducted during suppression operations and is covered by a cost-share agreement, if one is in place.

### **7.3.2 Decision Process**

When a fire is transitioned from County to State management, DFPC requires that the management decision process for the transition be documented. (See *Attachment #4 – Complexity Analysis*)

### **7.3.3 Cooperation**

All of the fire protection districts within Adams County have current mutual aid agreements in place and agree to cooperate to the extent possible to bring rapid stabilization of wildland fires occurring in, near, and around Adams County. (See *Attachment #2 - Agreements.*)

The County and the State agree to cooperate to the extent possible to plan for and respond to fire incidents within the county.

### **7.3.4 Communication**

All parties agree that a common communications plan is essential during a wildland fire event. As such, a common “Command” talk group will be established that all responders can operate on, and that can be monitored by the appropriate Communication Center.

Separate “Tactical” talk groups should be established for each division of the fire. These need to be accessible to all responders assigned to that division as well as the Incident Commander. (See *Attachment #5 - Communications*)

To accomplish this, a radio “bridge” may be required to join un-like radios together.

## **7.4 Cost Efficiency**

It is a goal of Adams County and the State of Colorado to provide cost efficient services. Agency administrators will make every effort to ensure cost effectiveness during firefighting operations. However, cost efficiencies will not take priority over firefighter or public safety. Additionally, the potential long term financial impacts of the fire should be considered and balanced against the short term costs savings of not ordering needed resources.

## **7.5 Delegation of Authority**

A written delegation of authority will be generated whenever an agency, other than the authority having jurisdiction, will take over the management of a fire. A delegation of authority may also be made to the incident commander and the incident command team.

The delegation does not absolve the authority having jurisdiction from any legally owed responsibility. It does however; provide another agency or individual, the authority and power to act on behalf of the agency delegating the authority. It also lists the parameters of the delegated authority.

A delegation of authority should include the following items;

- Authority having jurisdiction who is delegating authority

- Agency or individual accepting authority
- Specific authorities delegated
- Specific limits to the authority
- End terms of the authority.

## **7.6 Preservation of Evidence**

All parties agree to participate, to the extent legally possible, to assist each other in the investigational process. This includes the preservation of evidence.

The State requires that any fire for which DFPC has assumed responsibility, the County Sheriff shall conduct an investigation into the cause of said fire. All of the investigational materials will be made available to DFPC to include evidence, notes, interviews, and the final investigation package. DFPC will not directly be responsible for criminal prosecution. This remains the responsibility of the law enforcement agency having jurisdiction.

## **8.0 STATE EMERGENCY FIRE FUND (EFF)**

Adams County is not a participant in the Emergency Fire Fund.

## **9.0 USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

### **9.1 Cost Share Agreement (Cost Share Methodologies)**

For fires that have shared financial responsibility, a cost share agreement will be produced. While each fire will be evaluated differently and may require different cost share methodologies, the basic premise for a cost share agreement is to create one that is fair and balanced for all parties.

A standard method for creating a cost share agreement is one where the total acres burned are calculated and then the percentage of acres burned within each jurisdiction are calculated. These percentages are then used for the final cost calculations for each agency.

Example: The fire burned 1000 acres. 500 acres in district A and 500 acres in district B. This equates to an even 50% split. The total cost would be split 50/50 with both agencies. Exemptions can be made for high cost items such as aircraft that may have only been utilized in one jurisdiction.

For fires where the State has taken management/financial responsibilities, the County will maintain a reasonable minimum commitment as part of a cost share methodology. The minimum commitment will be documented and will be on an incident by incident basis.

The County commitment can be resources such as heavy equipment, law enforcement, incident command personnel, or facilities and logistical needs

## 9.2 Training

The Colorado Division of Fire Prevention and Control (DFPC) will serve as the representative to the Fort Collins Interagency Dispatch Zone Training Committee. This Training Committee uses input from all agencies with wildland fire responsibilities including the County, Fire Protection Districts, and Volunteer Fire Departments to determine the training needs for the zone.

DFPC has the ability to assist with the provision of wildland fire training within the county. DFPC will assist agencies as available with requested trainings. With the exception of custom courses designed for specific objectives, all training provided by DFPC will follow the current National Wildfire Coordinating Group standards as outlined in the NWCF publication PMS 901-1 "Field Managers Course Guide". The costs for these courses will be negotiated on a case by case basis.

## 9.3 Communication Systems

For the purposes of conducting business authorized by this plan, all parties to this operating plan agree that assisting agencies may use the jurisdictional agency's radio frequencies as needed to conduct emergency communications on fires of the jurisdictional agency. No party to this operating plan will use, or authorize others to use, another agency's radio frequencies for routine day to day operations.

Adams County currently utilizes a number of 700 MHz and 800 MHz radio systems including the state 800 MHz Digital Trunked Radio System for its daily operations. A State Mutual Aid Channel (MAC) may be assigned by dispatch for out of area resources responding within the county.

Resources from outside of Colorado do not have the ability to operate on the FRCC (Front Range Communication Consortium) or Colorado RS radio systems. As such, when out of state resources enter Adams County they will be assigned an appropriate talk group according to the IAP and communication plan of the specific incident.

A VHF Channel is required to communicate with interagency aircraft and the channel frequency will be determined by Ft. Collins Interagency Dispatch

## 9.4 Fire Weather Systems

Information on Fire Weather Stations, Fire Danger, Current Fire Situation, Current Fire Restrictions, and other information can be seen at the FTC website:

[http://gacc.nifc.gov/rmcc/dispatch\\_centers/r2ftc/](http://gacc.nifc.gov/rmcc/dispatch_centers/r2ftc/)

**Red Flag/Fire Weather Announcements** - The National Weather Service in Boulder and Goodland periodically issues "FIRE WEATHER" watch and "RED FLAG" warning bulletins. Fire Weather Forecast information can be seen at the National Weather Service's Fire Weather Index Page:

<https://www.weather.gov/bou/fire>

## 9.5 Aviation Operations

County and the Fire Districts within the county may contract with local aviation resources for fire suppression. The benefiting agency will be responsible for establishing ordering, use, and reimbursement guidelines for the utilization of said aircraft.

Other firefighting aircraft may be ordered through the Fort Collins Interagency Dispatch Center (FTC). The benefiting/requesting agency may be wholly responsible for any and all costs associated with such resources.

Fire Protection Districts operating within their legally defined borders, may order aircraft as needed without prior approval of county or state officials. Orders for aircraft will first be sent to the appropriate Communication Center, who will then contact Fort Collins Interagency Dispatch. The Fire District will be responsible for any and all costs associated with the ordering of aircraft for a fire.

Aircraft ordered from Fort Collins Interagency Dispatch will operate on VHF radio frequencies and not the DTRS. The incident MUST have VHF communications in place when ordering aircraft. VHF channel required to communicate with interagency aircraft and channel frequency will be determined by Ft. Collins Interagency Dispatch.

The DFPC sponsors a State of Colorado Aviation Program, including fixed wing and rotor wing assets, for use on wildland fires within the State of Colorado. These assets have home bases, but frequently move locations to preposition in areas of risk. Requests to have State of Colorado aviation assets moved to cover a specific area (such as Adams County) should be made by local cooperators through the DFPC Regional BC. Requests on wildfires for all state aviation resources, except the Multi-Mission Aircraft will be made through FTC Dispatch.

To request a DFPC MMA, contact the State Emergency Operations Line at (303) 279-8855. Request to order the DFPC MMA and also to speak to the DFPC Duty Officer. The key is to call early as possible.

See current procedures and request form at:

<https://www.colorado.gov/pacific/dfpc/request-mma>

National Guard helicopters with water buckets may be available for use. These resources should only be ordered after Interagency advised they cannot fill the request and then they MUST be ordered through the State EOC's process and may take several hours to mobilize. These resources will utilize VHF radios for communications. The benefiting/requesting agency may be wholly responsible for any and all costs associated with National Guard resources.

The following information will be included in the aircraft request:

- ✓ Incident Name
- ✓ Location (legal description and/or latitude and longitude)
- ✓ Jurisdiction

- ✓ Air Contact with air to air radio frequency
- ✓ Ground Contact with air to ground radio frequency
- ✓ any other aircraft in the area
- ✓ Weather conditions on the fire
- ✓ Recommended aviation frequencies
- ✓ Values at risk

## **9.6 Billing Procedures**

The procedure for reimbursement through DFPC will occur via the Cooperative Resource Rate Form (CRRF). Billing may be made for equipment and/or personnel listed on the CRRF with the corresponding documentation. Current procedures and forms can found at the DFPC website at: <https://www.colorado.gov/pacific/dfpc/wildland-fire-management>.

## **9.7 Cost Recovery**

Both the County and the State reserve the right to pursue reasonable cost recovery efforts for equipment, personnel, and supplies utilized in response to a wildland fire that extends beyond the mutual aid period. This includes the facilities and administrative fee, also known as indirect rate. This includes pursuing legal action against any party determined to be responsible for the cause of the fire.

## **10.0 GENERAL PROVISIONS**

This AOP is the framework for cooperation between the State and the County. It does not supersede any other lawful policy, rule, or procedure. This AOP may be utilized as part of the Counties master emergency operations plan. The County is encouraged to create AOP's, MOU's and Agreements with their local response agencies.

### **10.1 Personnel Policy**

Each agency agrees to follow its own personnel policy and procedures. All government employees shall be employed at their regular salary rate. All non-government employees will be paid at agency department rates. If no agency department rates have been set, then DFPC established rates will be used. These can be found at the DFPC website at:

<https://www.colorado.gov/pacific/dfpc/wildland-fire-billing-crrf-and-reimbursement>

### **10.2 Modification**

Changes may be made to this plan at any time during the plan cycle as needed. These changes must have the concurrence of all parties before being placed into the plan document.

### **10.3 Annual Review**

This plan requires annual review and will require re-authorization by all parties prior to April 1 of each year.

#### **10.4 Duration of Plan**

This plan is to be considered in full effect upon the date of the signatures. This plan will remain in effect until rescinded by the parties, or until [April 1, 2021](#), whichever occurs first.

If the Parties are unable to meet the requirement of April 1, one or more 30-day extensions may be granted upon the mutual consent of the DFPC Battalion Chief and the County Sheriff and written notice sent to all AOP Parties in the prior year's County AOP.

#### **10.5 Previous Plans Superseded**

Any and all previously dated Annual Operating Plans pertaining to wildland fire within Adams County are hereby null and void upon the date of the signatures on this current plan.

## 11.0 SIGNATURES

Authorized Representatives

### ADAMS COUNTY SIGNATURES

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Rick Reigenborn

*Printed Name*

County Sheriff

*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Emma Pinter

*Printed Name*

County Commissioner

*Title*

### COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Tony Simmons

*Printed Name*

DFPC Regional Battalion Chief

*Title*

### FEDERAL LAND MANAGEMENT AGENCY SIGNATURE

#### UNITED STATES FISH AND WILDLIFE SERVICE

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

David Lucas

*Printed Name*

Project Leader; Rocky Mountain Arsenal NWR

*Title*

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# ATTACHMENT #1

## Agreement for Cooperative Wildfire Protection in Adams County

**AGREEMENT  
FOR  
COOPERATIVE WILDFIRE PROTECTION**

This Agreement is made by and between Adams County, Colorado acting through its Board of County Commissioners and the Adams County Sheriff, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

**A. AUTHORITIES**

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires – Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts for Forest, Prairie, or Wildland fire - expenses
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1) (o).	Powers of the Board of County Commissioners

**B. RECITALS**

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is designated the lead Colorado State Agency for Wildland Fire suppression as identified in the Colorado State emergency operations plan.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the ROSS or successor system(s), from which those resources can be ordered when needed. DFPC also administers and manages the IQS program, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the ROSS or successor system(s).

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), the chief of the fire department in each fire protection district in the state is responsible for the management of Wildland Fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing a Local Incident Management Team to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

11. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

12. In accordance with C.R.S. §§ 29-22.5-103(3)(c), in the case of a wildland fire that exceeds the capability of the county to control or extinguish, the division may assist the sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the sheriff under a unified command structure.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a Unified Command Structure.

### C. PURPOSE

The purpose of this agreement is to detail process and procedures on how the Parties work together to implement Statute, and prevent, prepare for, respond to, and bill for wildland fire in Colorado.

### D. DEFINITIONS

"Agency Administrator The chief executive officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

"Agency Representative." An individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident.

"Agreement." *This Agreement for Cooperative Wildfire Protection.*

"Assumption of Fire Control Duty Agreement." A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of authority and responsibility for fire management and the retention of responsibilities over a Wildland Fire between the County and the Sheriff to the DFPC. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff. This definition also includes the agreement that addresses the return of duties from DFPC to the Sheriff.

"Colorado Cooperative Wildland Fire Management and Stafford Act Response." Agreement between the State and Federal Land Management Agencies that defines roles and responsibilities related to wildland fire.

"Colorado Emergency Operations Line." The Colorado Department of Public Safety's point of contact for the County and the Sheriff to report Wildland Fires or to request any all-hazard assistance. This number will connect the caller with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC Battalion Chief or CDPS personnel

"Colorado Prescribed Fire Planning and Implementation Policy Guide." The DFPC's annual guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via DFPC Battalion Chiefs.

"County." Adams County, Colorado acting through its Board of County Commissioners.

"County AOP." The *County Annual Operating Plan* is a planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants, adopted on an annual basis. The County AOP documents how interagency cooperation is to be implemented within the County. The County AOP shall be drafted by DFPC in cooperation with the County, but substantially in the form attached as Exhibit A.

"County Responsibility Fire." A Wildland Fire occurring on non-federal lands in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to contain, control or extinguish.

"DFPC" or "Division." The Colorado Division of Fire Prevention and Control.

"DFPC Analysis Form." The analysis form used by the DFPC and the Sheriff to evaluate whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance attached as Exhibit B

"DFPC Battalion Chief." DFPC regional field representative, or his or her designee. Formerly Regional Fire Management Officer.

"Disaster." Pursuant to C.R.S. § 24-33.5-703(3), the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

"EFF." Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and § 24-33.5-1220, *et seq.*

"FEPP Program." The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

"Fire Department." Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

**"Incident Commander."** Pursuant to C.R.S. § 29-22.5-102(2), the individual responsible for the overall management of the incident including developing incident objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

**"IQS."** The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

**"Local Incident Management Team."** Pursuant to C.R.S. § 29-22.5-102(4), a single or multi-agency team of capable individuals formed and managed at the local or county level and created or activated when necessary to provide the command and control infrastructure required to manage a major or complex incident requiring a significant number of local and mutual aid resources.

**"Mutual Aid Agreement."** Pursuant to C.R.S. § 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

**"NFIRS."** The National Fire Incident Reporting System or its successor system.

**"NIMS."** Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

**"NWCG."** The National Wildfire Coordinating Group.

**"Party" or "Parties."** "Party" means the County, or the Sheriff, or the DFPC and "Parties" means the County, the Sheriff and the DFPC.

**"Prescribed Burning."** Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined area to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

**"ROSS."** The Resource Ordering and Status System chartered by the National Wildfire Coordinating Group and managed by the U.S. Forest Service. ROSS is a nationwide, web-based database system that tracks all tactical, logistical, service and support resources mobilized by the incident dispatch community.

**"Sheriff."** The Sheriff of the county, or his or her designee.

“State.” The State of Colorado.

“State Responsibility Fire.” A County Responsibility Fire that exceeds the County and the Sheriff’s capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for EFF, or for State-coordinated financial assistance.

“Unified Command” or “Unified Command Structure.” Pursuant to C.R.S. § 29-22.5-102(8), the incident commanders representing agencies or jurisdictions that share responsibility for the incident manage the response from a single incident command post, allowing agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

“Wildland Area.” Pursuant to C.R.S. § 29-22.5-102(9), an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

“Wildland Fire.” Pursuant to C.R.S. § 29-22.5-102(10), an unplanned or unwanted fire in a Wildland Area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in Wildland Areas where the objective is to extinguish the fire. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

“Wildfire.” For purposes of this Agreement, Wildfire has the same meaning as Wildland Fire.

#### **E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT**

County AOPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, their successor documents, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms of this Agreement.

#### **F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS**

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and other agreements between the Parties, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;

3. Executed EFF Agreement for EFF Counties;

The hierarchy of precedence for other agreements may be identified in the County AOP.

**G. AGREEMENT**

**Section 1. PLANNING**

**1.1 County AOP.** Prior to April 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly prepare, review, update, execute, and distribute a new AOP or formally extend the current agreement by executing a new signature page. The DFPC Battalion Chief shall arrange the date and location of the County AOP meeting(s), and shall be the lead coordinator and facilitator of the County AOP process. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County AOP meeting(s). However, the Parties may revise the County AOP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Failure to execute a County AOP by the April 1 deadline will not result in a penalty to any Party pursuant to this agreement.

**1.2 AOP Extension.** If the Parties are unable to meet the requirements of 1.1, one or more 30-day extensions may be granted upon the mutual consent of the DFPC Battalion Chief and the County Sheriff and written notice sent to all the AOP Parties in the prior year's County AOP.

**1.3 Intergovernmental Agreement Concerning Local Fires.** County is encouraged to develop and execute an agreement between County and local fire protection districts to establish, at a minimum, a process to elevate a fire from local responsibility to a County Responsibility Fire. The Parties acknowledge that such local agreements may impact County's roles and responsibilities and may need to be addressed in other agreements between the Parties, including but not limited to cost share agreements and assumption of fire control duty agreements.

**Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE**

**2.1 County and Sheriff Responsibilities.** The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreement, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff shall appoint a Local Incident Management Team to provide the command and control infrastructure necessary to manage a County Responsibility Fire. The Local Incident Management Team may consist of a single individual serving as Incident Commander. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire

suppression efforts and the authority for the ordering, monitoring and tracking the costs of resources subject to compliance with State law. Nothing in this agreement authorizes any county fire warden, firefighter, or county officer to obligate the State for payment of any money without prior state approval.

**2.2 DFPC Responsibilities.** The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Local Incident Management Team. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Local Incident Management Team, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment. Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

**2.3 Parties Mutual Responsibilities.** No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

### **Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE**

**3.1 Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire.** Pursuant to C.R.S. § 30-10-513, when the Sheriff determines that a County Responsibility Fire exceeds the County's capability to control or extinguish, the Sheriff shall request assistance from DFPC through the Colorado Emergency Operations Line or by any other available means of communication the Sheriff so chooses. Following such a request for assistance, the DFPC and the Sheriff will assess the fire situation utilizing the DFPC Analysis Form. The Wildland Fire shall be elevated to a State Responsibility Fire when both the DFPC Analysis threshold has been met and the Parties have entered into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether the Wildland Fire qualifies for Emergency Fire Fund assistance by following the procedures outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund or successor agreement.

**3.2 County and Sheriff Responsibilities.** For the duration of a State Responsibility Fire, the Sheriff, at the Sheriff's discretion, may serve or appoint someone to serve as an Agency Administrator. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident

Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative. Nothing in this agreement authorizes any county fire warden, firefighter, or county officer to obligate the State for payment of any money without prior state approval.

**3.3 DFPC Responsibilities.** For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority from the DFPC Director. The ordering, monitoring, and tracking of resources and costs will be performed by the Incident Commander, or whoever is delegated to do so by the Agency Administrator(s). DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander. Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

**3.4 Parties' Mutual Responsibilities.** In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

Assumption of Fire Control Duty Agreement (County to State):

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those transferred to the DFPC.

Assumption of Fire Control Duty Agreement (State to County):

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of containing, controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

Cost Share Agreements:

- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties. Both Parties agree that all incident-related activities, including non-suppression activities, shall, at a minimum, be communicated to the incident commander and to other coordinating entities.

No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in

which suppression is the appropriate management response.

**3.5 *Appeal of Determination of State Responsibility Fire.*** Review of the DFPC Director's decision on whether or not to elevate a fire to a State Responsibility Fire will be in accordance with the provisions of C.R.S. § 24-4-106.

#### **Section 4. WILDFIRE PREPAREDNESS**

**4.1 *County and Sheriff Responsibilities.*** The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC's Battalion Chief in the coordination of DFPC resources and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of Wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

**4.2 *DFPC Responsibilities.*** The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to prevent, detect, contain, control, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC resources and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

#### **Section 5. WILDFIRE PREVENTION**

**5.1 *County Responsibilities.*** Pursuant to C.R.S. § 30-15-401(1)(n.5)(I), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County AOP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the

media as outlined in the County AOP.

**5.2 DFPC Responsibilities.** The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media and public as outlined in the County AOP. To the extent that DFPC resources and funding are available, DFPC may assist the County in its wildfire prevention efforts, including, but not limited to, fuels reduction and public education activities.

## **Section 6. WILDFIRE DETECTION AND NOTIFICATION**

**6.1 Sheriff Responsibilities.** The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219 and its notification responsibilities as outlined in the County AOP. The reporting requirements may be satisfied after the fact through the NFIRS or its successor system.

**6.2 DFPC Responsibilities.** The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County AOP.

## **Section 7. INVESTIGATIONS**

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete; and 3) whether charges have been filed or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands. DFPC may provide technical assistance and qualified investigators to assist the Sheriff as needed.

## **Section 8. REPORTING**

**8.1 All Parties Agree.** The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via the NFIRS or its successor system.

**8.2 Sheriff Responsibilities.** The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

**8.3 DFPC Responsibilities.** The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available. DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS or its successor system.

## **Section 9. PRESCRIBED BURNING**

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. DFPC may upon request, assist the County with personnel and resources for the purposes of prescribed burning planning, preparation, and/or implementation. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall meet or exceed the current DFPC guidelines and standards. At a minimum, the DFPC Battalion Chief and County Sheriff's Office shall be notified.

## **Section 10. BILLING AND PAYMENT**

**10.1 General Provisions.** The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law.

**10.2 County Responsibility.** It is the County's responsibility to pay costs incurred during an incident in accordance with any cost share agreements the County is a Party to. Regardless of whether or not a cost share has been negotiated on a County responsibility fire, County acknowledges that County shall encumber and pay all incident expenses that were authorized by the County, subject to agreements with other entities. County acknowledges that DFPC serves as coordinator for inter-jurisdictional wildfire billing in Colorado.

**10.3 DFPC Responsibility.** Upon request, DFPC may assist counties in gathering supporting documentation of incident costs. It is DFPC's responsibility to pay costs incurred during an incident in accordance with cost share agreements they are Party to. DFPC shall

encumber and pay all incident expenses that were authorized by DFPC. Any invoice from DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include appropriate supporting documentation. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado, and may charge the county and the sheriff a cost of overhead fee at a rate that adequately offsets the cost of providing the billing services. The rate will not exceed ten percent (10%) of the total amount billed to the County, based on actual costs.

**Section 11. GENERAL PROVISIONS**

**11.1 Term.** The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

**11.2 Repeal of Prior Agreements.** This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

**11.3 Amendments or Extensions.** Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes not properly approved in advance.

**11.4 Notices.** All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

DFPC:            Division Director  
                    690 Kipling Street, #2000  
                    Lakewood, Colorado 80215

County:           Office of Emergency Management  
                    4430 S. Adams County Parkway  
                    Brighton, Colorado 80601

Sheriff:           Adams County Sherfff  
                    332 N. 19th Ave.  
                    Brighton, Colorado 80601

**11.5 Entire Understanding.** This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or

contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

**11.6 Digital Signatures.** If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

**11.7 Third Party Beneficiaries.** Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

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

**11.9 CORA Disclosure.** To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

**11.10 Colorado Special Provisions.** **COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).** These Special Provisions apply to all contracts except where noted in italics.

**(a) FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

**(b) GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**(c) INDEPENDENT PARTY.**

County shall perform its duties hereunder as an independent Party and not as an employee. Neither County nor any agent or employee of County shall be deemed to be an agent or employee of the State. County shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as

expressly set forth herein. County 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 County or any of its agents or employees. County shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. County shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

**(d) COMPLIANCE WITH LAW.**

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

**(e) CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**(f) PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold County harmless; requires the State to agree to binding arbitration; limits County's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Agreement that limits County's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Agreement.

**(g) SOFTWARE PIRACY PROHIBITION.**

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

**(h) EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

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

**(i) VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to County in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by County by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and County, or by any other appropriate method for collecting debts owed to the State.

**(j) PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

*[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]* County certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., County shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to County that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. County (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if County has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) 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 (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If County

participates in the Department program, County shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that County has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If County fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, County shall be liable for damages.

**(k) PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

County, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that County (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Adams COUNTY, COLORADO:

Board of County Commissioners:

By: Steven J. O'Dorisio  
Chair

Steven J. O'Dorisio, Chair  
Print Name & Title of  
Authorized Officer

APPROVED AS TO FORM  
COUNTY ATTORNEY  
[Signature]

ATTEST:  
(SEAL)

Phanna  
County Clerk

County Sheriff:

By: R. A. [Signature]  
Sheriff

APPROVED AS TO FORM  
COUNTY ATTORNEY  
[Signature]

STATE OF COLORADO:  
Jared Polis, GOVERNOR

Department of Public Safety, Division of Fire Prevention and Control

By: [Signature]  
Michael C. Morgan  
DFPC Director

**Colorado Division of Fire Prevention and Control  
2020 Wildland Fire Resource Funding Guidelines**



The Colorado Division of Fire Prevention and Control (DFPC) is required by State Law to administer and manage programs to assist local jurisdictions with safe and effective wildland fire response. Funding for wildland firefighting resources under these various programs are eligible for reimbursement to any Colorado County Sheriff, fire protection district, or municipal fire department in accordance with the following guidelines. **Funding and reimbursement will occur to the extent that program funds are available.**

Summary of Eligible Resources			
Resource – <sup>1</sup>	Initial Attack Period (Not to Exceed 24 hours)	2 <sup>nd</sup> Operational Period	3+ Operational Periods
Hand Crew	Yes – <sup>2</sup>	Yes – <sup>2</sup>	
DFPC Engines & Modules	Yes – <sup>3</sup>	Yes	Yes
DFPC Overhead	Yes	Yes	Yes
Type 3 Helicopter	Yes	Yes	Yes
Type 2 Helicopter	Yes	Yes	Yes
Type 1 Helicopter	Yes		
Single Engine Air Tanker	Yes	Yes	Yes
Large Air Tanker	Yes		
Very Large Air Tanker - <sup>4</sup>	Yes		
Multi-Mission Aircraft	Yes	Yes	Yes
Aerial Supervision	Yes	Yes	Yes

**Green** = Allowed to the extent program funds are available

**Yellow** = Allowed with DFPC Operations Chief, or designee, approval

**Black** = Not allowed

**Notes:**

- DFPC must be notified as soon as possible via State Emergency Line (303-279-8855) for usage that exceeds either 1 hour of rotor time for any helicopter and/or 1 drop from any air tanker.
- 2 hand crew days allowed if ordered within the first 2 days of the incident.
- Use of DFPC Engines and Modules are allowed during the first 24 hours of an incident with no charge to local government.
- VLAT must be approved prior to ordering.

**Funding Requests and Notifications**

- As stated in Note 1 above, **notification to DFPC must occur as soon as possible via the State Emergency Line (303-279-8855)** if there are multiple hours of helicopter time or multiple air tanker drops on an incident. If the requesting agency is expecting the State of Colorado to pay for any amount of resource use, that agency **must formally notify DFPC** after the incident as indicated below.
- All funding and reimbursement requests *must* be made to DFPC within 7 days of resource use. All requests should be documented on the *DFPC Wildfire Funding Notification and Request* form, and must include the following information: Who requested the resource (Sheriff, fire chief, etc.); Fire Name; Incident Number (whenever available); Resource

Name(s); Dates of Use; and Copies of Resource Orders (whenever available). Formal funding and reimbursement requests can be made either via email to: [wildlandfire@state.co.us](mailto:wildlandfire@state.co.us) with a carbon copy to your DFPC Battalion Chief, or by using the online form that can be accessed at: <https://goo.gl/forms/HWEYDjTXxE5iG4F33>

**Additional Details – Hand Crews**

<b>Eligible</b>	Hand crew logistics costs of lodging, camping, transportation/fuel and per diem.
	Crews must be qualified in accordance with applicable NWCG standard.
	Different crews may be used, but only for a total of 2 hand crew days per incident.
<b>Not Eligible</b>	Travel time to bring hand crews from outside Colorado.
	Crews utilized within their jurisdiction or utilized in accordance with pre-established Mutual Aid agreements.

**Additional Details – Aviation Resources**

<b>Eligible</b>	Resource(s) utilized on state and private land fires, and for fires that occur within the federal mutual aid areas as defined in the County AOP.
	A combination of fixed and rotor wing resources may be funded on the same incident, subject to pre-approvals outlined above.
	Resource(s) beyond the first operational period may be approved by DFPC, based on factors such as fire potential, values at risk, defined mutual aid periods, boundary line fires, availability of funds, etc.
	Additional government helicopter personnel, support equipment and apparatus (helitack crew), as outlined in the Standards for Interagency Incident Business Management and appropriate supplements.
	Fuel and support trucks assigned to aviation resources. Contracted vendor support crew, relief crew and other expenses to maintain aircraft availability.
	Additional aircraft support positions that may be ordered (aircraft dispatcher, tanker base support, aircraft timekeeper, etc.).
	Daily availability costs of aircraft.
	Only OAS or USFS interagency FIRE carded pilots and aircraft, ordered through the procedures outlined in the County AOP.
<b>Not Eligible</b>	Non-operational flight time costs (ferry time, point to point etc.) to bring aerial resources to Colorado.
<b>Process</b>	1. Requesting agency orders appropriate Kind and Type of resource(s). Consult the County AOP for the local, state, and interagency dispatch procedures to order aviation resources.
	2. The Closest Forces concept will be utilized meaning that the closest available resource of the Kind and Type requested will be dispatched to the incident.
	3. DFPC must be notified via the State Emergency Operations Line (303-279-8855) if multiple aviation resources are ordered on an incident.
	4. Costs for resources utilized outside of these guidelines, will be charged to the requesting agency(ies). Actual costs vary by resource used.

Questions concerning this guidance should be directed to your DFPC Battalion Chief.



**The Colorado Intergovernmental Agreement  
for Fire Mutual Aid**

April 25, 2015

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In 2014, the Colorado State Fire Chief's Association sponsored the "Broken Arrow" exercises. These exercises were designed to improve our ability to respond rapidly to major events across the state. Following those exercises, many of the participating chiefs met along with Department of Fire Prevention and Control, Department of Homeland Security and Emergency Management, Colorado Sheriffs and the Colorado Emergency Manager's Association to work toward improvements identified in those exercises.

There were four points of focus for efforts in 2015 and beyond:

1. Development of a Colorado Fire Resource Mutual Aid Agreement.
2. Increase the number of organized strike teams and task forces to twenty.
3. Develop a training program for all fire personnel about mutual aid and mobilization procedures.
4. Work with appropriate local, state and federal agencies on ways to facilitate the transition from mutual aid to mobilization.

Here is the Colorado State Mutual Aid Agreement, adopted by the Colorado State Fire Chief's Association. It was reviewed by the Association's legal counsel, and has been crafted to help ensure the protection of all parties providing mutual aid. Input from across Colorado went into the agreement.

This agreement does not create any obligations. Under Colorado Revised Statutes Title 29, Article 5, all fire agencies can provide mutual aid to all other agencies. Under state statute and under this agreement, all mutual aid is voluntary. What this agreement does is to try to clarify and standardize the terms. Standardization of mutual aid periods and elimination of assumed liability were the key items we sought to put into the agreement.

Many of us have multiple agreements with differing terms currently. Some agreements conflict over mutual aid periods or assumed liability. It was in seeking to eliminate those types of inconsistencies and conflicts that this agreement was drafted. This agreement does not prevent any agencies from entering into automatic aid agreements, or contracts for service, or agreements to extend mutual aid to 24 hours, or any other agreement that might be necessary between your agency and your neighbors. This agreement represents what you would expect if you choose to go outside of your local area, or if you need the assistance from across the state.

We are recommending all fire agencies in Colorado adopt this agreement, in hopes that response to future fires and emergencies can be handled as smoothly as possible.

## COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID

THIS INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID ("Agreement") is made by and between the parties who are signatory to this Agreement.

WHEREAS, the Parties are authorized to provide fire protection, and in some instances other emergency services, such as hazardous material, extrication, rescue, ambulance and/or emergency medical services, within their jurisdictional boundaries and under certain circumstances outside their jurisdictional boundaries, including fire protection districts duly organized and operating pursuant to the provisions of Article 1, Title 32, Colorado Revised Statutes ("C.R.S."); municipalities operating fire departments pursuant to Article 15, Title 30, C.R.S; and other governmental agencies authorized to provide such services; and

WHEREAS, the Parties acknowledge that each Party would benefit from the availability of the other Parties in the event of fires, emergency medical incidents or other incidents; and,

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and C.R.S. § 29-1-203, the Parties desire to enter into an agreement to provide for mutual aid response of equipment and personnel of each Party to areas within the jurisdiction of another Party; and,

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security and general welfare of the public.

NOW THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth herein, the Parties agree as follows:

1. **Colorado Revised Statutes.** Except for the provisions of C.R.S. §29-5-108, the provisions of Article 5, Title 29, the Colorado Revised Statutes, as amended, shall apply to the Parties. The statute shall control in the event of a conflict between the statute and this Agreement. The Assisting Party's equipment and personnel shall at all times remain under the immediate and complete control of the Assisting Party. As such, the provisions of C.R.S. §29-5-108 do not apply to this Agreement.
2. **Definitions.** The following terms used in this Agreement are defined as follows:
  - a. "Assisting Party" means a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of the Requesting Party.
  - b. "Emergency Incident" means a reported fire, emergency medical, rescue or hazardous material incident requiring an emergency response by a Party.
  - c. "Mutual Aid" means the assistance provided by an Assisting Party to a Requesting Party on direct request of the Requesting Party.

- d. "Party" means a municipal fire department, fire protection district or other governmental agency that has signed this Agreement".
  - e. "Parties" means every Party that has signed this Agreement.
  - f. "Requesting Party" means a Party within whose jurisdiction an emergency incident has been reported and which is assisted by or has requested assistance of an Assisting Party.
3. **Mutual Aid.** Each Party agrees to provide Mutual Aid to another Party or Parties when requested; provided, however, that an Assisting Party shall provide Mutual Aid at its sole discretion and shall be excused from making equipment and personnel available in the event of a pre-existing or contemporaneous need within the Assisting Party's jurisdiction, or when insufficient resources are available to provide Mutual Aid. The decision to provide Mutual Aid shall be made by the Assisting Party at its sole discretion, which decision shall be final and conclusive.
4. **No Liability for Failure to Provide Mutual Aid.** No liability of any kind or nature, whether expressly or implied, shall be attributed to or be assumed by a Party, its duly authorized agents and personnel, for failure or refusal to provide Mutual Aid. Nor shall there be any liability of a Party for withdrawal of Mutual Aid once provided pursuant to the terms of this Agreement.
5. **Pre-Approval.** By signing this Agreement, the governing body of a Party is hereby deemed to have approved the provision of Mutual Aid beyond its political boundaries, and any Mutual Aid provided pursuant to this Agreement shall not require any further approval by the governing body of the Party.
6. **Mutual Aid Period.** The extent of the Mutual Aid period shall be twelve (12) consecutive hours from the time of initial dispatch of the Emergency Incident, unless extended by an additional agreement between the Parties. The initial dispatch shall be the first notification of the Emergency Incident; a Requesting Party may not circumvent the limitation on Mutual Aid by re-toning when Mutual Aid is requested or by using the time of notification of an Assisting Party.
7. **Cost.** Each Party shall be responsible for all costs, including wages, benefits or other compensation of its personnel incurred in the performance of this Agreement through the end of the Mutual Aid period and shall not seek reimbursement from the Requesting Party, except for third party reimbursement as is allowed by law and collected by the Requesting Party. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

8. **Supplies.** Each Party shall be responsible for providing fuel, potable water, food and other such normal consumable supplies used by its own personnel and equipment. The Requesting Party shall be responsible for providing for or reimbursing the use of firefighting foam, special extinguishing agents, medical equipment and similar consumables when use is requested by the Requesting Party.
9. **Damages.** Each Party hereby assumes all liability and responsibility for damage to its own apparatus and/or equipment, except when such damage is directly caused by another Party to this Agreement. Each Party also assumes all liability and responsibility for any damage caused by its own apparatus while in route to or returning from an Emergency Incident. No Party shall be liable or responsible for the personal property of the Assisting Party's personnel which may be lost, stolen or damaged while performing their duties under this Agreement. A Requesting Party may, in its sole discretion, replace or reimburse the cost of an Assisting Party's equipment damaged or expended in providing Mutual Aid if requested by the Assisting Party.
10. **Not a Replacement for Responsibility.** Each Party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to handle ordinary and routine Emergency Incidents occurring within its boundaries and for which the Party is organized. A Requesting Party shall not expect any other Party to respond to an Emergency Incident where the request arises due to a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably working order and in sufficient quantity to meet the normal and routine needs of the persons and property within the Requesting Party's jurisdiction. Nothing in this Agreement prevents two or more of the Parties from entering into contracts, automatic aid agreements or other methods to meet their responsibilities as agreed between those Parties.
11. **Joining Parties.** Each Party agrees to allow a municipal fire department, fire protection district or other governmental emergency response agency to join this Agreement after formal approval of the governing body of such municipal fire department, fire protection district or other governmental emergency response agency and notification of such action to each of the other Parties to this Agreement.
12. **Third Party Recovery.** Each Party agrees that, for each Emergency Incident within its jurisdictional boundaries for which it has requested Mutual Aid through this Agreement, it will reasonably pursue any and all legal reimbursement possible, pursuant to state and federal laws, including but not limited to reimbursement for hazardous materials

incidents occurring within its boundaries, on behalf of all Assisting Parties, and upon full or partial payment by the responsible entity, shall distribute the reimbursement in a fair and equitable manner to Assisting Parties based on their relative documented expenses for the Emergency Incident.

13. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their councilpersons, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
14. **Liability Insurance.** Each Party is responsible for determining and maintaining adequate levels of its own liability insurance.
15. **Personnel Status.** Nothing contained in this Agreement, and no performance under this Agreement by personnel of the Parties, shall in any respect alter or modify the status of officers, employees, volunteers or agents of the respective Parties for purposes of worker's compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, rank, or for any purposes or conditions of employment or volunteerism. Worker's compensation shall be as structured in C.R.S § 29-5-109. Pension benefits shall be provided as set forth in C.R.S. § 29-5-110.
16. **Equal Value.** Each Party declares that the value of this Agreement is equal to all Parties.
17. **Severability.** In the event that any part, term or provision of this Agreement is found to be in violation or conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with Colorado law.
19. **Governance.** An Executive Board may be established by signatory parties to consider, adopt and amend rules, procedures, by-laws and other matters deemed necessary by the parties. The Executive Board shall consist of elected members from signatory parties who shall serve as voting representatives of other signatories and be established and structured as the signatory parties deem appropriate.

20. **Binding.** This Agreement shall be binding on the successors and assigns of each Party, except that no Party may assign any of its rights or obligations hereunder without the prior written consent of all other Parties.
21. **No Third Party Benefit.** This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties under or relating to this Agreement are not subject to the consent of any third party.
22. **Term and Effective Date.** This Agreement shall be in effect upon the date of the first signature; and shall be effective for each Party upon their authorized signatures. Unless terminated by all of the Parties, this Agreement shall remain in effect for so long as there are at least two Parties to this Agreement.
23. **Termination.** All of the Parties may terminate this Agreement at any time by written agreement of all of the Parties. Any Party may terminate its participation in this Agreement at any time upon thirty (30) days written notice to each of the other Parties. Notice may be made through the Colorado State Mutual Aid Board or through direct mailing to each Party.
24. **Execution.** This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall be constitute and be deemed as one and the same document.
25. **Amendments.** This agreement may only be amended by written consent of all the parties hereto. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

**COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID**

**SIGNATURE PAGE**

This signatory certifies that this COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID has been approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

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Political Entity

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President, Mayor, or Designee

---

Date



Commissioners' Office  
4430 South Adams County Parkway  
5<sup>th</sup> Floor, Suite C5000A  
Brighton, CO 80601-8204  
PHONE 720.523.6100  
FAX 720.523.6045  
www.adcogov.org

To our partners in Adams County,

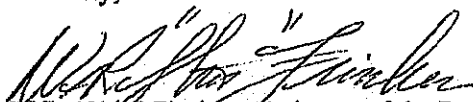
Attached is a proposed Intergovernmental Agreement for Disaster Mutual Aid Assistance. This agreement is meant to address gaps that we have identified within State Legislation and existing mutual aid agreements. It is not meant to replace or supersede existing agreements for mutual aid, but merely to supplement.

As we have seen, pre-disaster agreements are critical not only for mobilizing assistance quickly, but also for determining post-disaster cost sharing. We believe this agreement will be mutually beneficial to our towns and municipalities as it addresses these issues and also provides for better coordination in our disaster planning efforts. Additionally, the agreement also provides for resource mobilization and cost sharing in situations that do not require a disaster declaration, but where emergency assistance is needed nonetheless.

Your local emergency managers participated in the creation of this agreement and it was carefully drafted based on their expertise and input from your policy makers. This has been a collaborative effort.

Our intent is that this agreement becomes effective between parties as of the date of each party's signature. The Board of County Commissioners has adopted the agreement and it has been signed accordingly. We hope you will join us in proactively addressing mutual aid between government entities so that we can better serve our communities during times of disasters and emergencies.

Sincerely,

  
W.R. 'Skip' Fischer, Chairman of the Board  
Adams County Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS

W. R. "Skip" Fischer  
DISTRICT 1

Alice J. Nichol  
DISTRICT 2

Erik Hansen  
DISTRICT 3

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, Colorado on the 12<sup>th</sup> day of December 2012, there were present:

W.R. "Skip" Fischer \_\_\_\_\_ Chairman  
Alice J. Nichol \_\_\_\_\_ Commissioner  
Erik Hansen \_\_\_\_\_ Commissioner  
Jen Wascak \_\_\_\_\_ County Attorney  
Keisha Hirsch, Deputy \_\_\_\_\_ Clerk of the Board

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

**RESOLUTION APPROVING AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER-EMERGENCY FUNDING ASSISTANCE IN AND BETWEEN LOCAL GOVERNMENTS**

WHEREAS, Adams County has the authority to enter into this IGA pursuant to Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., as amended; and,

WHEREAS, the Agreement allows participating parties to provide emergency resources and personnel in the event of a disaster or other incidents not rising to the level of a disaster declaration; and,

WHEREAS, the Agreement provides clear terms regarding cost share and mutual aid periods as required by FEMA; and

WHEREAS, the attached intergovernmental agreement is not meant to supersede or replace other existing mutual aid agreements, such as the North Metro Fire Chief's Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements; and,

WHEREAS, NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with the municipalities within Adams County, regarding emergency management, a copy of which is attached hereto and incorporated herein by this reference, including all terms and conditions contained therein, be approved.

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

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

Fischer \_\_\_\_\_ Aye  
Nichol \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye  
Commissioners

STATE OF COLORADO     )  
County of Adams         )

I, Karen Long, 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 12<sup>th</sup> day of December, A.D. 2012.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy

AGREEMENT  
FOR DISASTER-EMERGENCY MUTUAL AID  
AND  
DISASTER-EMERGENCY FUNDING ASSISTANCE  
IN AND BETWEEN  
LOCAL GOVERNMENTS

This Agreement, dated this 19<sup>th</sup> day of December 2012, is made by and between the local government entities who are signatories thereto, all being local governments lying within or servicing the whole of Adams County, Colorado, and each a Party (referred to herein as "the Parties"), agreeing as follows

- I. **Purpose**  
The purpose of this Agreement is to set the terms for the provision of Disaster and Emergency Mutual Aid and Assistance, including County Disaster and Emergency Assistance funding during declared emergencies or disasters.
- II. **Authority**  
The authority for this IGA is Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., as amended.
- III. **Term**  
The term of this IGA shall be for five (5) years from the reference date above, unless sooner terminated under the provisions of this IGA. This agreement shall be automatically renewed in continuing five (5) year increments unless terminated by the Parties pursuant to the provisions of Section VI or XII below.
- IV. **Disaster Assistance and Mutual Aid**
  - a. Assistance and Mutual Aid
    - I. Pursuant to the Colorado Disaster Act, the County agrees to provide the following assets and assistance subject to the provisions of this IGA:
      1. The County Emergency Operation Center (EOC) shall be made operational upon request by any Party(ies) experiencing a disaster or emergency.
      2. At the discretion of the County Administrator or Board of County Commissioners, deployment of County assets upon the request of a Party during a disaster or emergency when the requesting Party has determined that the incident demands exceed the capabilities of the requesting Party.
      3. The County may make available the Adams County Policy Center when requested by two or more Parties in support of the need for a Unified Coordination System.
    - II. Signing Parties may also agree to provide assets and assistance to one another and the County, subject to the provisions of this IGA.
    - III. Parties agree to provide reasonable participation and assistance in training and exercise development that support the purpose of this IGA.

- b. Declared Emergencies or Disasters. In the event of a local or state Declared Emergency or Disaster, as pursuant to and as provided by any municipalities charter, ordinances or resolutions, County resolution, the Colorado Disaster Act of 1992, as amended, or a federal disaster declaration, any Party to this Agreement may request from the other Parties that assistance be provided anywhere within the requesting Party's jurisdiction.
  - i. A request for assistance may be for any type of assistance or aid that the requesting Party may deem necessary to respond to the emergency or disaster situation within their jurisdiction and which is not otherwise covered by other existing mutual aid agreements, such as the North Metro Fire Chief's Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements.
  - ii. Any request for mutual aid or assistance shall include a statement of the amount and type of equipment and/or personnel requested, contact information, duration needed, and the location to which the equipment and/or personnel are to be dispatched.
  - iii. Upon receipt of a request for assistance, the other Party(ies) may voluntarily agree to provide any personnel, equipment, or other assistance which the requesting Party deems suitable for mutual aid assistance.
  - iv. **The mutual aid period shall begin and continue for twelve (12) hours from the time of dispatch.**
    - 1. During the first twelve (12) hours, the requesting party will not incur any personnel or equipment charges from any responding Party.
    - 2. After twelve (12) hours, the responding Party may continue to provide such assistance at no charge to the requesting Party, or may charge the requesting Party at the rate provided when agreeing to respond.
  - v. In requesting and providing such assistance, the Parties agree to conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
- c. Emergencies or Disasters not rising to the level of Declaration. In the event that the incident does not rise to the level of necessitating a disaster declaration, the provisions of this IGA will also be utilized in the providing of assistance and aid.
- d. Command & Control.
  - i. Requests for mutual aid and assistance under this Agreement will be processed through the requesting Party's Emergency Operations Center (EOC) to the County EOC. The County EOC will relay the request to the other Parties and the State EOC.
  - ii. Parties responding with available resources and personnel will confer with the requesting Party's EOC and report to the staging area designated by the requesting Party. The responding Party's EOC will status the appropriate resources accordingly in WebEOC.
  - iii. Personnel and equipment shall be released by the requesting Party's Incident Commander when the assistance is no longer required or when the responding Party's equipment or personnel are requested by the responding Party. Such

release of equipment shall be communicated and documented through the County EOC and resource management system.

- iv. Personnel and equipment under this Agreement shall follow the incident command system and NIMS principles.
- v. Personnel are responsible for following their agency's policies and procedures.
- vi. Tracking of costs, personnel and equipment shall be the responsibility of the requesting Party.

**V. Reimbursement and Compensation**

- a. **Reimbursement.** Any Party may seek reimbursement or other recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies.
- b. **Compensation.** Except as otherwise stated in this IGA, no Party shall be required to pay any additional compensation other than the rate provided when agreeing to respond.
- c. **Agency Policy and Procedures.** Personnel are responsible for following their agency's administrative policies and procedures. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker's compensation for its own personnel.
- d. **Reimbursement Distribution.** In the event of any reimbursement pursuant to cost recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies, the receiving Party will distribute the received funds in a fair and equitable manner to assisting jurisdictions, based upon a pro rata share of their documented expenses for the involved incident.

**VI. Disaster Planning and Interagency Cooperation**

In order to enhance public safety, the protection of life, property and the environment, and in order to enhance the mutual aid capabilities contemplated in this IGA, the Parties agree to the following provisions:

- a. Prepare and keep current emergency planning documents, including jurisdictional disaster response plans and recovery plans. Parties agree to cooperate in the development of each Party's Emergency Operations Plans.
- b. Participate in the Adams County emergency management activities which are designed to ensure coordinated disaster planning, response, and recovery. These activities may include the Local Emergency Planning Committee, multi-agency coordination systems, disaster risk and hazard assessment, training and education, and Incident Management Team support.
- c. Provide a liaison to the County EOC during incidents that affect two or more municipalities within the County to the extent allowed by the local emergency plans, staffing, and other budgetary considerations of the parties. Liaisons may be provided virtually through EOC software management tools, telephone or email.

**VII. Termination**

- a. A Party to this Agreement may terminate its participation in this IGA upon ninety (90) days prior written notice and without compensation to the other Parties. Termination will not negate any pending claims for reimbursement provided under this Agreement.
- b. Any Notice of Termination shall be addressed to the governing board of each Party.

**VIII. Non-Liability**

- a. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for any Party to assume any liability for injury, property damage, or any other loss or damage that may occur by any action, or non-action taken, or service provided, to the public or any person, as a result of this Agreement.
- b. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for the provision of any service or assistance, the Parties recognizing and intending to exercise rights for mutual convenience which they may exercise independently.
- c. This IGA shall not be construed as creating any benefit or enforceable right for any person or entity not a signatory to this agreement.

**IX. Integration and Amendments**

This Agreement contains the entire understanding of the Parties and the Parties agree that this IGA may only be amended or altered by written Agreement signed by the Parties' governing bodies.

**X. Assignment /Transfer**

No Party shall assign or otherwise transfer this Agreement or any right or obligation herein without prior consent of the other Parties.

**XI. No Third Party Beneficiary**

- a. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA shall be strictly reserved to the Parties, and nothing contained this IGA shall give or allow any claim or right of action by any other person or entity regarding this Agreement.
- b. Nothing in this IGA is intended to create or grant to any third party or person any right or claim for damage, or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including the rights, protections, limitations and immunities granted the Parties under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq.*, as same may be amended from time to time.

**XII. Waiver**

The provision of services under this IGA is for the benefit of the Parties in times of emergency or disaster. Accordingly, the Parties do hereby waive, remise, and release any claim, right, or cause of action which either may have, or which may accrue in the future, against the another arising in whole or in part from this Agreement.

**XIII. Severability**


If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding upon the Parties.

**XIV. Headings**

The section headings of this Agreement are inserted only as a matter of convenience and for reference. They do not define or limit the scope or intent of any provisions in this IGA and shall not be construed to affect in any manner the terms and provisions herein.

**XV. Execution**

This Agreement shall be executed by each Party on a separate signature page. Original pages shall be recorded and held by the Adams County Office of Emergency Management.

 12-12-12  
Board of County Commissioners      Date

\_\_\_\_\_  
City of Arvada      Date

\_\_\_\_\_  
City of Aurora      Date

\_\_\_\_\_  
City of Brighton      Date

\_\_\_\_\_  
City of Commerce City      Date

\_\_\_\_\_  
City of Federal Heights      Date

\_\_\_\_\_  
City of Northglenn      Date

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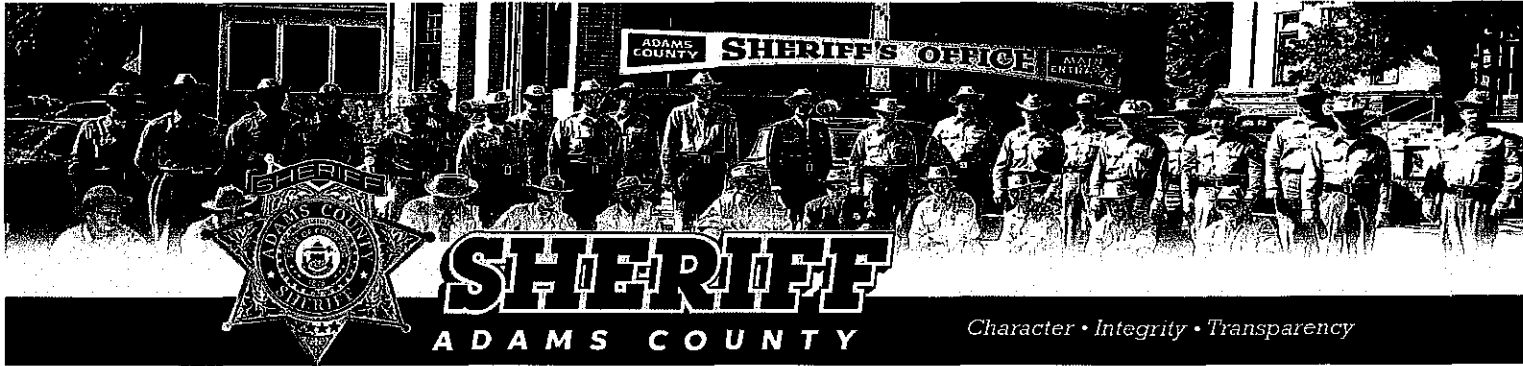
City of Thornton **Date**

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City of Westminster **Date**

# ATTACHMENT #3

## Adams County Burn Restriction Levels



**Sheriff Richard A. Reigenborn**

*Character • Integrity • Transparency*

sheriffreigenborn@adcogov.org

### LEVELS OF BURNING RESTRICTIONS

**Controlled Burns have to be called in to the Adams County Communications Center (303)288-1535. Check with your Fire District regarding any Burn Permit requirements as not all Districts require permits.**

**NWS Fire zone CZ0240 – West of N. Schumaker Rd. NWS Fire zone CZ0245 – East of N. Schumaker Rd.**

#### **LEVEL 1 – RESTRICTIONS REQUIRED DUE TO SEVERE DRY CONDITIONS/**

The following acts are prohibited in unincorporated Adams County until further notice:

1. Building, maintaining, attending, or using any fire or campfire.


#### **EXEMPTIONS:**

- A. Persons with a **VALID WRITTEN PERMIT** from the Fire Chief that specifically authorizes the otherwise prohibited act. Check with appropriate Fire District for permit requirements, if any.
- B. Any federal, state, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
- C. Any fires contained within a liquid fuel or gas stove, fireplaces within buildings, and charcoal or propane grill fires at private residences.
- D. A fire within a permanent constructed fire grate in a developed campground.
- E. The burning of household trash when contained within a fireproof container sufficiently maintained to prevent escaping flame or burning material from the bottom or sides and screened sufficiently on top to prevent the release of burning material and located in the center of an area at least ten feet (10') in diameter from which all flammable material has been removed.

**NOTE: Declarations of “FIRE WEATHER WATCH” by the National Weather Service for Adams County will automatically place fire restrictions to LEVEL 1.**



No open burning is allowed until further notice. Those having burn permits issued by the Fire Chief **CANNOT** burn during Level 2.

**NOTE: Declarations of “RED FLAG WARNING” by the National Weather Service for Adams County will automatically place fire restrictions to .**

**HEADQUARTERS**  
 332 North 19th Ave.  
 Brighton, CO 80601  
 303.654.1850

**DETECTIVE AND  
 PATROL DIVISION**  
 4201 East 72nd Ave. Suite C  
 Commerce City, CO 80022  
 720.322.1313

**JAIL DIVISION**  
 150 North 19th Ave.  
 Brighton, CO 80601  
 303.654.1850

**FLATROCK TRAINING**  
 23600 East 128th Ave.  
 Commerce City, CO 80022  
 720.523.7500

# ATTACHMENT #4

## Complexity Analysis Guidelines

**DFPC ANALYSIS FORM**

(Complete this form daily, as appropriate, based on the fire situation)

Date: \_\_\_\_\_ Time: \_\_\_\_\_ County: \_\_\_\_\_ Fire Name: \_\_\_\_\_

Location: Lat/Long \_\_\_\_\_ Legal T \_\_\_ R \_\_\_ Section(s) \_\_\_\_\_

	Current		Predicted	
	Yes	No	Yes	No
<b>I. Resources</b>				
a. Has the normal mutual aid network been fully implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Has the County committed all of its wildland resources defined in the County operating plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have aviation resources been ordered?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Is the fire beyond the capability of local management team?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Is water supply limiting suppression efforts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is there a need for Interagency Regional or National resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Is the availability of additional resources hampering suppression efforts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>II. Values at Risk</b>				
a. Is the general public threatened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are structures threatened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are there unusually hazardous firefighting conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are historical values at risk?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Does the fire involve mixed land ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is critical infrastructure threatened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>III. Fire Behavior</b>				
a. Is fire behavior dictating an indirect control strategy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is extreme fire behavior present?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the 1000 hour fuel moisture below 12%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Is the fuel type and condition conducive to rapid				

	Current		Predicted	
	Yes	No	Yes	No
spread?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Is accessibility limiting suppression efforts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is the rate of spread beyond the suppression capability of local resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Is fire burning on slope greater than 30%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>IV. Fire Weather</b>				
a. Are wind speeds greater than 20 mph?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the temperature above seasonal average for fire location?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the RH below 15%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are there any critical fire weather events?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>V. Other Considerations</b>				
a. Are there political or economic concerns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are non-fire incidents occurring which have an impact on fire operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is additional aviation management or oversight needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>VI. Totals</b>	A	B	C	D
	0	0	0	0

Current (A) 0 + Predicted (C) 0 = 0  
 Current (B) 0 + Predicted (D) 0 = 0

To qualify for EFF or State financial assistance, answers must reflect a total local level commitment to the fire.

To qualify for EFF, total of Columns A + C must be equal to or greater than 35. If the incident does not qualify for EFF, DFPC may assist the County in seeking State financial assistance if available.

\_\_\_\_\_  
 Sheriff or Designee's Signature

\_\_\_\_\_  
 DFPC Director or Designee's Signature

DFPC DIRECTOR RESPONSE:

**COMPLEXITY ANALYSIS GUIDELINE**

How complex must a situation be in order to qualify for an Incident Management Team?

The following chart should be used as a guideline for deciding the level of incident management team needed for an incident.

It is designed to help analyze the complexity or predicted complexity of a given fire situation.

Assumptions are:

1. When a fire escapes initial attack, it is automatically considered for an incident management team. A Type 4, Type 3, Type 2, or a Type 1 team should manage it, depending on complexity level.
2. As a fire situation becomes more complex, so does the need for a Type 1 team to handle a predicted Type 1 situation.

Instructions for using this guideline:

1. Carefully analyze each secondary element under the listed primary factors, and check response column either yes or no.
2. Decisions should be based on the number of yes answers under the primary factors. As a rule of thumb, if the majority of the seven primary factors have secondary elements answered with a "yes," the complexity is great enough to warrant a Type I effort. If the majority of the seven primary factors do not have two or more secondary elements answered with a "yes," the complexity should remain at the IMG or Type II level.

It should be emphasized that this analysis is based on predictions for the next burning period. Obviously, if the analysis is on the present situations and one of the primary factors is checked, a Type 1 situation already exists.

A. SAFETY	Yes	No
1. Fixed wing and helicopters both involved.	<input type="checkbox"/>	<input type="checkbox"/>
2. More than one fuel type involved.	<input type="checkbox"/>	<input type="checkbox"/>
3. Extended exposure to risk or unusually hazardous line conditions.	<input type="checkbox"/>	<input type="checkbox"/>
4. Serious accident or fatality.	<input type="checkbox"/>	<input type="checkbox"/>
Subtotal:		0

**B. MULTIPLE OWNERSHIPS**

- |  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 1. Fire burning on more than one land ownership. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Disputed fire responsibility/authority.       | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Potential for claims.                         | <input type="checkbox"/> | <input type="checkbox"/> |

Subtotal:  0

**C. PERSONNEL AND OTHER RESOURCES COMMITTED**

- |   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| 1. 200 or more people per shift.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Two or more divisions.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Multi-support agencies involved.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Local resources (personnel and equipment) not available or in condition suitable for initial attack. | <input type="checkbox"/> | <input type="checkbox"/> |

Subtotal:

**D. CONTAINMENT COST**

- |                              | Yes                      | No                       |
|------------------------------|--------------------------|--------------------------|
| 1. \$50,000 or more per day. | <input type="checkbox"/> | <input type="checkbox"/> |

Subtotal:

**E. FIRE BEHAVIOR**

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 1. Flame length of 6 feet or greater.                 | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Duration uncontrolled - 2 or more burning periods. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Severe or extremely variable topography.           | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. 1 Hr. fuel moisture 5% or less.                    | <input type="checkbox"/> | <input type="checkbox"/> |

- |   |                          |                          |
|---|--------------------------|--------------------------|
| F. Eye-level wind forecast greater than 20 mph. | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|

- |                                       |                          |                          |
|---------------------------------------|--------------------------|--------------------------|
| G. Active crowning/spotting expected. | <input type="checkbox"/> | <input type="checkbox"/> |
|---------------------------------------|--------------------------|--------------------------|

Subtotal: 0 0



# ATTACHMENT #5

## Adams County Communications Plan

**FIRE 700/800 MHZ TALKGROUPS**

**Fire Talkgroups**

1	MAYDAY	Emerg. Comm.	ISSI
2	ACF PRI	Adams County Fire Primary	FRCC
3	ACF GND A	Adams County Fire TAC	FRCC
4	ACF GND B	Adams County Fire TAC	FRCC
5	ACF GND C	Adams County Fire TAC	FRCC
6	BFRD PRI	Brighton Fire Primary	FRCC
7	BFRD GND A	Brighton Fire Ground	FRCC
8	BFRD GND B	Brighton Fire Ground	FRCC
9	BFRD ADMIN	Brighton Fire Admin	FRCC
10	FHFD PRI	Federal Heights Fire Primary	FRCC
11	FHFD GND A	Federal Heights Fire Ground	FRCC
12	JEF AIR EMER	Jeffco Air Emergency	DTRS
13	NMFR PRI	NORTH METRO FIRE DISPATCH	FRCC
14	NMFR GND A	NORTH METRO FIRE OPS A - ADCOM	FRCC
15	NMFR GND B	NORTH METRO FIRE OPS B - Broomfield	FRCC
16	NMFR GND C	NORTH METRO FIRE ADMIN TALKGROUP	FRCC
17	SACFD PRI	South Adams Fire Primary	FRCC
18	SACFD GND A	South Adams Fire Ground	FRCC
19	TFD PRI	Thornton Fire Primary	FRCC
20	TFD GND A	Thornton Fire Ground	FRCC
21	TFD GND B	Thornton Fire Department Fire Ground 2	FRCC
22	WFD PRI	Westminster FD Primary	WESTY
23	WFD GND A	Westminster FD ground	WESTY
24	WFD GND B	Westminster FD ground	WESTY
25	WFD GND C	Westminster FD ground	WESTY
26	BEN FD PRI	Bennet Fire Primary	DTRS
27	BEN FD GNDA	Bennet Fire Ground	DTRS
28	STRAS PRI	Strasburg Fire Primary	DTRS
29	STRAS GND A	Strasburg Fire Ground	DTRS
30	SABLE-ALTURA	Sable Altura Fire	DTRS
31	BYERS FD PRI	Byers Fire Primary	DTRS
32	DEERTRAIL FD	Deertrail Fire Primary	DTRS
33	ARAP E. GND	Arapahoe County East Fire Ground	DTRS
34	WLD FD DISP	fire dispatch	FRCC
35	WLD FG 2	fire ground	FRCC
36	WLD FG 3	hospital	FRCC
37	WLD FG 4	fire ground	FRCC
38	WLD FG 5	fire ground	FRCC
39	WLD FG 6	volunteer fd dispatch	FRCC
40	WLD FG 7	volunteer fd ground	FRCC
41	WLD FG 8	volunteer fd ground	FRCC
42	WLD FG 9	volunteer fd ground	FRCC
43	WLD FG 10	volunteer fd ground	FRCC
44	WLD FG 11	Weld County Fire Ground	FRCC
45	WLD FG 12	Weld County Fire Ground	FRCC
46	WLD FG 13	Weld County Fire Ground	FRCC
47	WLD FG 14	Weld County Fire Ground	FRCC
48	WLD FG 15	Weld County Fire Ground	FRCC
49	BARR OPS	BARR LAKE PARKS OPS	DTRS
50	BARR TAC	BARR LAKE PARKS TAC	DTRS

51	BRMF LAF FD 1	North Metro Fire/Lafayette Fire Ground 1	DTRS
52	BRMF LAF FD 2	North Metro Fire/Lafayette Fire Ground 2	DTRS

#### Law Enforcement Talkgroups

1	ADCO SO	Adams County Sheriff Primary	FRCC
2	ADCO C-C	Adams County Sheriff Car to Car	FRCC
3	ADCO TAC	Adams County Sheriff Swat/TAC	FRCC
4	BRGHT PD	Brighton PD Primary	FRCC
5	BRGHT C-C	Brighton PD Car to Car	FRCC
6	BRGHT TAC	Brighton PD Swat/TAC	FRCC
7	COMCTY PD	Commerce City PD Primary	FRCC
8	COMCTY CC	Commerce City PD Car to Car	FRCC
9	COMCTY TC	Commerce City PD Swat/TAC	FRCC
10	NTHGLN PD	Northglen PD Primary	FRCC
11	NTHGLN CC	Northglen PD Car to Car	FRCC
12	NTHGLN TC	Northglen PD Swat/TAC	FRCC
13	TH PD 1	Thornton PD Primary	FRCC
14	TH PD 2	Thornton Police Dispatch 2	FRCC
15	TH PD C-C	Thornton PD Car toCar	FRCC
16	TH PD TAC	Thornton PD Swat/TAC	FRCC
17	FDHTS PD	Federal Heights PD Primary	FRCC
18	FDHTS CC	Federal Heights PD Car to Car	FRCC
19	BRMF PD 1	BROOMFIELD PD MAIN	DTRS
20	BRMF PD 2	BROOMFIELD PD 2	DTRS
21	CSP ADAMS	CSP TROOP 1D Adams	DTRS
22	CSP WELD	CSP TROOP 3A GREELEY	DTRS
23	CSP Arapahoe	CSP LIMON TROOP 3D	DTRS

#### School Talkgroups

1	D12 COMCTR	Adams Statewide Com w/all D12	FRCC
2	D12 FLT	Adams Com w/busses & Flt. Maint.	FRCC
3	D12 MNT	Adams Dist. Wide Flt. Maint Comm w/ Busses	FRCC
4	D12 SCH	Adams Dist. Wide Com. w/Schools, ComCntr	FRCC
5	D12 BUS	Adams Statewide Com w/Busses, Schools, ComCntr	FRCC
6	SECURITY	Adams Emergency & Security D12 & Mapleton	FRCC
7	MAPL FLT	Adams Com w/busses & Flt. Maint.	FRCC
8	MAPL SCH	Adams Statewide Com w/Busses, & Mapleton	FRCC
9	D14Admin	Adams County School District 14	FRCC
10	A14 TRANS	Adams County School District 14 BUS Comm.	FRCC
11	A14 SAFETY	Adams County School District 14 Incident Command	FRCC

#### FRCC Mutual Aid

1	Fire OPS 1	North Metro Fire Chiefs Mutual Aid	FRCC
2	Fire OPS 2	North Metro Fire Chiefs Mutual Aid	FRCC
3	Fire OPS 3	North Metro Fire Chiefs Mutual Aid	FRCC
4	Fire OPS 4	North Metro Fire Chiefs Mutual Aid	FRCC
5	Fire OPS 5	North Metro Fire Chiefs Mutual Aid	FRCC
6	Fire OPS 6	North Metro Fire Chiefs Mutual Aid	FRCC
7	Fire OPS 7	North Metro Fire Chiefs Mutual Aid	FRCC
8	Fire OPS 8	North Metro Fire Chiefs Mutual Aid	FRCC
9	EMS OPS 1	North Metro Fire Chiefs Mutual Aid	FRCC
10	EMS OPS 2	North Metro Fire Chiefs Mutual Aid	FRCC

11	EMS OPS 3	North Metro Fire Chiefs Mutual Aid	FRCC
12	EMS OPS 4	North Metro Fire Chiefs Mutual Aid	FRCC
13	ADMAC 1	ADAMS COUNTY MUTUAL AID	FRCC
14	ADMAC 2	ADAMS COUNTY MUTUAL AID	FRCC
15	ADMAC 3	ADAMS COUNTY MUTUAL AID	FRCC
16	ADMAC 4	ADAMS COUNTY MUTUAL AID	FRCC
17	NMAT 1	Mutual Aid talkgroup for FRCC North of IH70	FRCC
18	NMAT 2	Mutual Aid talkgroup for FRCC North of IH70	FRCC
19	NMAT 3	Mutual Aid talkgroup for FRCC North of IH70	FRCC
20	NMAT 4	Mutual Aid talkgroup for FRCC North of IH70	FRCC
21	SMAT 5	Mutual Aid talkgroup for FRCC South of IH70	FRCC
22	SMAT 6	Mutual Aid talkgroup for FRCC South of IH71	FRCC
23	SMAT 7	Mutual Aid talkgroup for FRCC South of IH72	FRCC
24	SMAT 8	Mutual Aid talkgroup for FRCC South of IH73	FRCC

**Network First**

1	GOLD 1	Denver area Interop Primary Command and Control	DTRS/HARRIS
2	GOLD 2	Denver area Interop Secondary Command and Control	DTRS/HARRIS
3	RED NE	Denver Area NE quadrant Fire/EMS	DTRS/HARRIS
4	BLUE NE	Denver Area NE quadrant Law Enforcement	DTRS/HARRIS
5	RED SW	Denver Area SW quadrant Fire/EMS	DTRS/HARRIS
6	BLUE SW	Denver Area SW quadrant Law Enforcement	DTRS/HARRIS
7	RED NW	Denver Area NW quadrant Fire/EMS	DTRS/HARRIS
8	BLUE NW	Denver Area NW quadrant Law Enforcement	DTRS/HARRIS
9	RED SE	Denver Area SE quadrant Fire/EMS	DTRS/HARRIS
10	BLUE SE	Denver Area SE quadrant Law Enforcement	DTRS/HARRIS
11	GREY	Denver Area Federal Agencies	DTRS/HARRIS
12	GREEN 1	Denver Area EMS not fire	DTRS/HARRIS
13	GREEN 2	Denver Area EMS not fire	DTRS/HARRIS
14	SILVER	Glendale PD, Auraria PD, ESU MAC	DTRS/HARRIS

**MAC Channels**

1	MAC 1 MET	METRO MUTUAL AID STATEWIDE	DTRS
2	MAC 2 MET	METRO MUTUAL AID CH 2	DTRS
3	MAC 3 MET	METRO MUTUAL AID CH 3	DTRS
4	MAC 4 MET	METRO MUTUAL AID CH 4	DTRS
5	MAC 5 NE	NORTHEAST MUTUAL AID STATEWIDE	DTRS
6	MAC 6 NE	NE MUTUAL AID CH 2	DTRS
7	MAC 7 NE	NE MUTUAL AID CH 3	DTRS
8	MAC 8 NE	NE MUTUAL AID CH 4	DTRS
9	MAC 9 SE	SOUTHEAST MUT AID STATEWIDE	DTRS
10	MAC 10 SE	SE MUTUAL AID CH 2	DTRS
11	MAC 11 SE	SE MUTUAL AID CH 3	DTRS
12	MAC 12 SE	SE MUTUAL AID CH 4	DTRS
13	MAC 13 SW	SOUTHWEST MUT AID STATEWIDE	DTRS
14	MAC 14 SW	SW MUTUAL AID CH 2	DTRS
15	MAC 15 SW	SW MUTUAL AID CH 3	DTRS
16	MAC 16 SW	SW MUTUAL AID CH 4	DTRS
17	MAC 17 NW	NORTHWEST MUT AID STATEWIDE	DTRS
18	MAC 18 NW	NW MUT AID CH 2	DTRS
19	MAC 19 NW	NW MUT AID CH 3	DTRS
20	MAC 20 NW	NW MUT AID CH 4	DTRS
21	MAC 21 ST W	STATEWIDE MAC CHANNEL	DTRS

RSAR	Rampart Search and Rescue	DTRS
------	---------------------------	------

**Hospital Talkgroups**

1	AVISTA	CENTURA HEALTH-AVISTA ADVENTIST HOSPITAL	DTRS
2	BLDRCOMMHSP	BOULDER COMMUNITY HOSPITAL	DTRS
3	CENTHEALTH	CENTENNIAL HEALTHCARE	DTRS
4	CHILDRENS	CHILDREN'S HOSPITAL ASSOCIATION, THE	DTRS
5	DEN HEALTH	DENVER HEALTH MEDICAL CENTER	DTRS
6	LITTLETNHSP	LITTLETON HOSPITAL	DTRS
7	LONGMNT HSP	LONGMONT UNITED HOSPITAL	DTRS
8	LUTH HOSP	LUTHERAN MED CTR	DTRS
9	AUR MED CTR	AURORA MED CTR	DTRS
10	NRTHSUB MED	NORTH SUBURBAN MEDICAL CENTER	DTRS
11	PLT VAL MED	PLATTE VALLEY MEDICAL CENTER	DTRS
12	PORTER HSP	PORTER HOSPITAL	DTRS
13	PSL HOSP	PRESBYTERIAN/ST LUKE'S MEDICAL CENTER	DTRS
14	ROSE MED CR	ROSE MEDICAL CENTER	DTRS
15	ST ANTH CEN	ST ANTHONY CENTRAL HOSPITAL-CENTURA HEALTH	DTRS
16	STANTH NRTH	ST ANTHONY NORTH HOSPITAL-CENTURA HEALTH	DTRS
17	ST JOE HOSP	ST JOSEPH HOSP	DTRS
18	SWEDISH MED	SWEDISH MEDICAL CENTER	DTRS
19	UNIV MED CT	UNIVERSITY OF COLORADO HOSPITAL AUTHORITY	DTRS
20	SKYRIDGE	SKY RIDGE MEDICAL CENTER	DTRS
21	CENT PRKR H	CENTURA PARKER	DTRS
22	SWEDISH SW	SWEDISH HOSPITAL SOUTHWEST	DTRS
23	BLDR FT HSP	BOULDER COMMUNITY/ FOOTHILLS HOSPITAL	DTRS
24	KINDRED HSP	KINDRED HOSPITAL-DENVER	DTRS
25	LFCARE DEN	LIFECARE HOSPITALS OF DENVER	DTRS
26	SLCT HSP DN	SELECT SPECIALTY HOSPITAL-DENVER	DTRS
27	SLCT HSP DS	SELECT SPECIALTY HOSPITAL-DENVER-SOUTH CAMPUS	DTRS
28	PRES REHAB	SPALDING REHAB HOSPITAL AT PRES/ST LUKES MEDICAL CENTER	DTRS
29	ROSE REHAB	SPALDING REHABILITATION AT ROSE MEDICAL CENTER	DTRS
30	SPALD REHAB	SPALDING REHABILITATION HOSPITAL	DTRS
31	VA HOSP DEN	VA - Denver	DTRS
32	ANSHUTZ HSP	Anshutz Inpatient Pavilion (UCHSC), Aurora	DTRS
33	KAISER HSP	Kaiser Permanente Colorado Region (Aurora)	DTRS
34	CCHN	Colorado Community Health Network (Denver)	DTRS
35	TIERONE CMD	Tier One-Emergency Preparednes & Response	DTRS
36	ORTHO CO	Ortho-Colorado Hospital (at St. Anthony Central)	DTRS
37	NSUB MED NE	North Suburban Medical Center Northeast ER	DTRS
38	EXEMPLA	EXEMPLA GOOD SAMARITAN	DTRS
39	MED CNT RKY	MEDICAL CENTER OF THE ROCKIES	DTRS
40	PVH ER	Poudre Valley Hospital Emergency Channel	DTRS
41	PVH MED	Poudre Valley Hospital EMS Medical Channel (PFA/PVH Medical Calls)	DTRS
42	PVH TAC1	POUDRE VALLEY HOSPITAL TRAUMA	DTRS
43	PVH TAC2	POUDRE VALLEY HOSPITAL SECURITY	DTRS
44	MCKEY LVL HOSP	MCKEY MEDICAL CENTER LOVELAND	DTRS
45	NOCO MEDCTR	NORTHERN COLO MED CENTER GREELEY	DTRS
46	UCH ECC	UCH Emergency Care Center (Greeley)	DTRS



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution approving Right-of-Way Agreement between Adams County and Manuelita M. Castro, for property necessary for the East 58 <sup>th</sup> Avenue Improvements Project – East 58 <sup>th</sup> Avenue from Clarkson Street to York Street
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Right-of-Way Agreement for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along East 58<sup>th</sup> Avenue for the East 58<sup>th</sup> Avenue Improvements Project – East 58<sup>th</sup> Avenue from Clarkson Street to York Street, that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and Manuelita M. Castro for dedication of road right-of-way for \$66,830.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-Way Agreement  
Warranty Deed  
Temporary Construction Easement

**FISCAL IMPACT:**

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

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

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562001	\$10,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$10,000,000</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND MANUELITA M. CASTRO, FOR PROPERTY NECESSARY FOR  
THE EAST 58<sup>TH</sup> AVENUE IMPROVEMENTS PROJECT –  
EAST 58<sup>TH</sup> AVENUE FROM CLARKSON STREET TO YORK STREET

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

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

WHEREAS, this right-of-way acquisition is a portion of 1151 East 58<sup>th</sup> Avenue located in the Southwest Quarter of Section 11, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Manuelita M. Castro (“Parcel 8”); and,

WHEREAS, Adams County requires ownership of Parcel 8 for construction of the street improvements; and,

WHEREAS, Manuelita M. Castro is willing to sell Parcel 8 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Manuelita M. Castro, 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 **Manuelita M. Castro** whose address is 1151 East 58th Avenue, Denver, Colorado 80216 (“Owner”), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at 1151 East 58<sup>th</sup> Avenue, Denver, Colorado 80216 hereinafter (the “Property”) for the East 58<sup>th</sup> Avenue Improvements Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibits A & B** 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 **SIXTY SIX THOUSAND EIGHT HUNDRED THIRTY AND NO/100’S DOLLARS (\$66,830.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$37,500 for the dedication of road right-of-way, \$1,000 for the temporary construction easement, \$1,330 for sod and a portion of concrete sidewalk and \$27,000 for compensable damages. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and delivery to the County the attached conveyance documents on the Property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The County will remove approximately 1080 square feet of sod and 20 feet of sidewalk. But, the County has agreed to reimburse the owner the expense of sod and sidewalk and made a part of this Agreement.

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

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

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

9. Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.

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

**Owner: Manuelita M. Castro**

Manuelita M Castro

Date: 2-5-20

**Approved:**

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

D. Ernst  
County Attorney



# Drexel, Barrell & Co.

JULY 1, 2019

EXHIBIT A  
LEGAL DESCRIPTION  
PARCEL RW-8  
RIGHT-OF-WAY DEDICATION

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

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

303.442.4338  
303.442.4373 Fax

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 847623 IN THE ADAMS COUNTY RECORDS, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

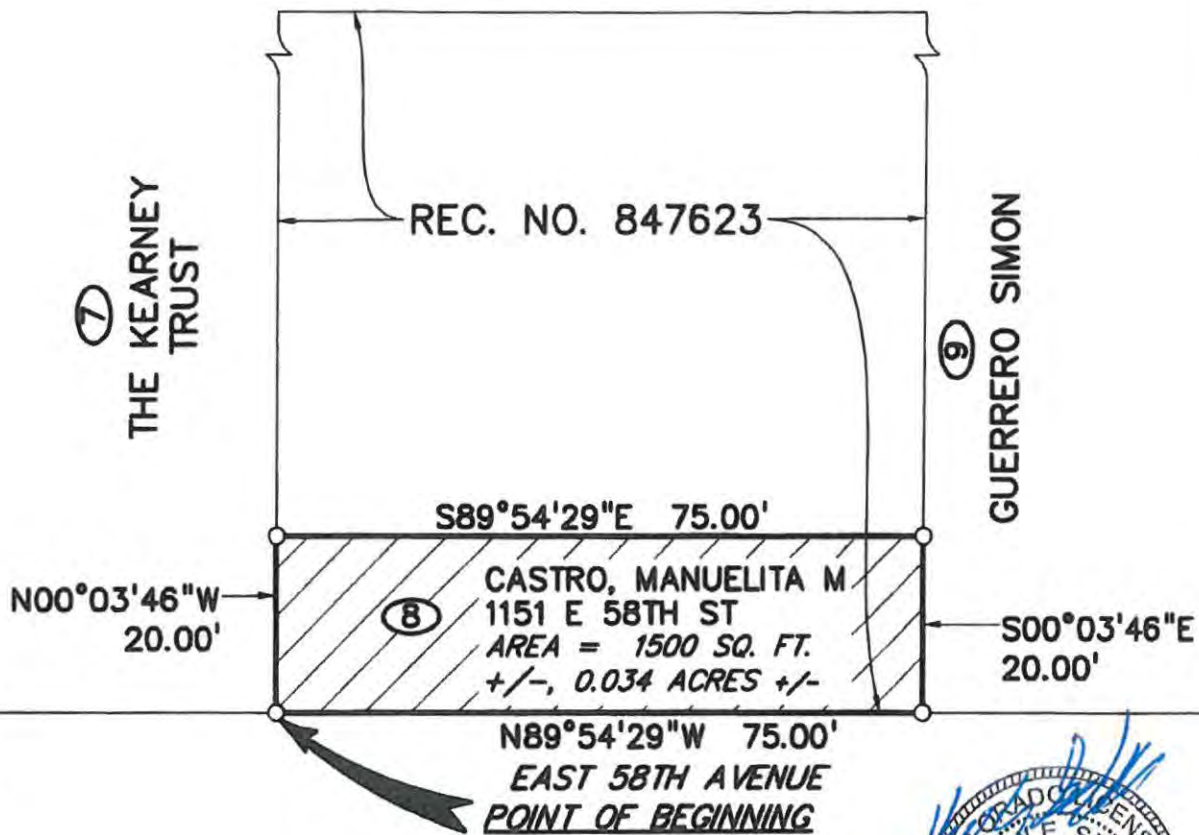
**BEGINNING** AT THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. 847623, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N00°03'46"W, 20.00 FEET ALONG THE WESTERLY LINE OF SAID TRACT OF LAND; THENCE S89°54'29"E, 75.00 FEET TO THE EASTERLY LINE OF SAID TRACT OF LAND; THENCE S00°03'46"E, 20.00 FEET ALONG THE EASTERLY LINE OF SAID TRACT OF LAND TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND, SAID POINT ALSO BEING ON SAID NORTHERLY LINE OF EAST 58TH AVENUE; THENCE N89°54'29"W, 75.00 FEET ALONG THE SOUTHERLY LINE OF SAID TRACT OF LAND AND ALONG SAID NORTHERLY LINE OF EAST 58TH AVENUE TO THE **POINT OF BEGINNING**.

CONTAINING 0.034 ACRES OR 1500 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 RW-8 R.O.W. DEDICATION



SCALE 1" = 20'

**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) 351-0640

Revisions - Date	Date	Drawn By	Job No.
	5/3/19	MAN	<b>20961-00</b>
	Scale	Checked By	Drawing No.
	1"=20'	MES	<b>IN FILE</b>

H:\20961-00\BTR\SURVEY\Drawings\A.O.W. TAKES AND CONSTRUCTION EASEMENTS\20961-00-ROW-EXHIBITS-RW-8.dwg, 6/28/2019 10:21:53 AM



Drexel, Barrell & Co.

JULY 1, 2019

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

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

303.442.4338  
303.442.4373 Fax

EXHIBIT B  
LEGAL DESCRIPTION  
PARCEL TCE-8  
TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 847623 IN THE ADAMS COUNTY RECORDS, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. 847623, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N00°03'46"W, 20.00 FEET ALONG THE WESTERLY LINE OF SAID TRACT OF LAND TO THE **TRUE POINT OF BEGINNING**;

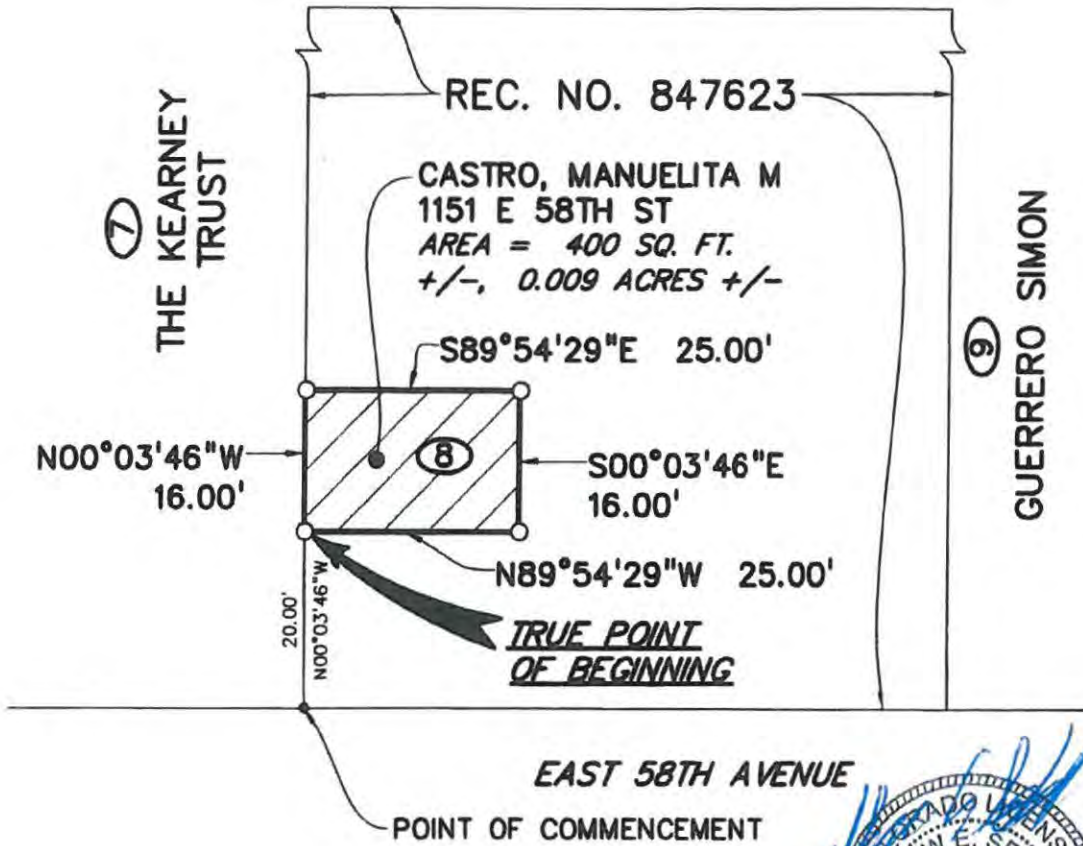
THENCE N00°03'46"W, 16.00 FEET ALONG THE WESTERLY LINE OF SAID TRACT OF LAND; THENCE S89°54'29"E, 25.00 FEET; THENCE S00°03'46"E, 16.00 FEET; THENCE N89°54'29"W, 25.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.009 ACRES OR 400 SQUARE FEET, MORE OR LESS.

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



# EXHIBIT PARCEL TCE-8 TEMPORARY CONSTRUCTION EASEMENT



SCALE 1" = 20'

**NOTES**

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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.

<b>Drexel, Barrell &amp; Co.</b> Engineers/Surveyors 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338			
BOULDER, COLORADO (303) 442-4338		COLORADO SPRING, COLORADO (719) 880-0887	
BOULDER, COLORADO (303) 442-4338		GREELEY, COLORADO (970) 361-0846	
Revisions - Date	Date	Drawn By	Job No.
	5/3/19	MNF	<b>20961-00</b>
	Scale	Checked By	Drawing No.
	1" = 20'	MES	<b>IN FILE</b>

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**WARRANTY DEED**

**THIS DEED**, dated this 30<sup>th</sup> day of January, 2020, between **Manuelita M. Castro** whose address is 1151 East 58<sup>th</sup> Avenue, Denver, Colorado 80216 grantor(s), and the **COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

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

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

Dedicated for East 58<sup>th</sup> Avenue

Also known by street and number as: 1151 East 58<sup>th</sup> Avenue

Assessor's schedule or parcel number: 0182511300012

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2020 taxes due in 2021 which grantor agrees to pay.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the grantor(s) have executed this deed on the date set forth above.

Rosalio Villalobos  
Notary Public  
State of Colorado  
Notary ID 20104000886  
My Commission Expires March 14, 2022

**Manuelita M. Castro**

Manuelita M Castro

Date: 1-30-2020

STATE OF Colorado )  
County of Adams ) §

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2020, by **Manuelita M. Castro**.

Witness my hand and official seal.  
My commission expires: 03/14/2022

[Signature]  
Notary Public



# Drexel, Barrell & Co.

JULY 1, 2019

EXHIBIT A  
**LEGAL DESCRIPTION  
PARCEL RW-8  
RIGHT-OF-WAY DEDICATION**

Engineers/Surveyors

**Boulder  
Colorado Springs  
Greeley**

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

303.442.4338  
303.442.4373 Fax

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 847623 IN THE ADAMS COUNTY RECORDS, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

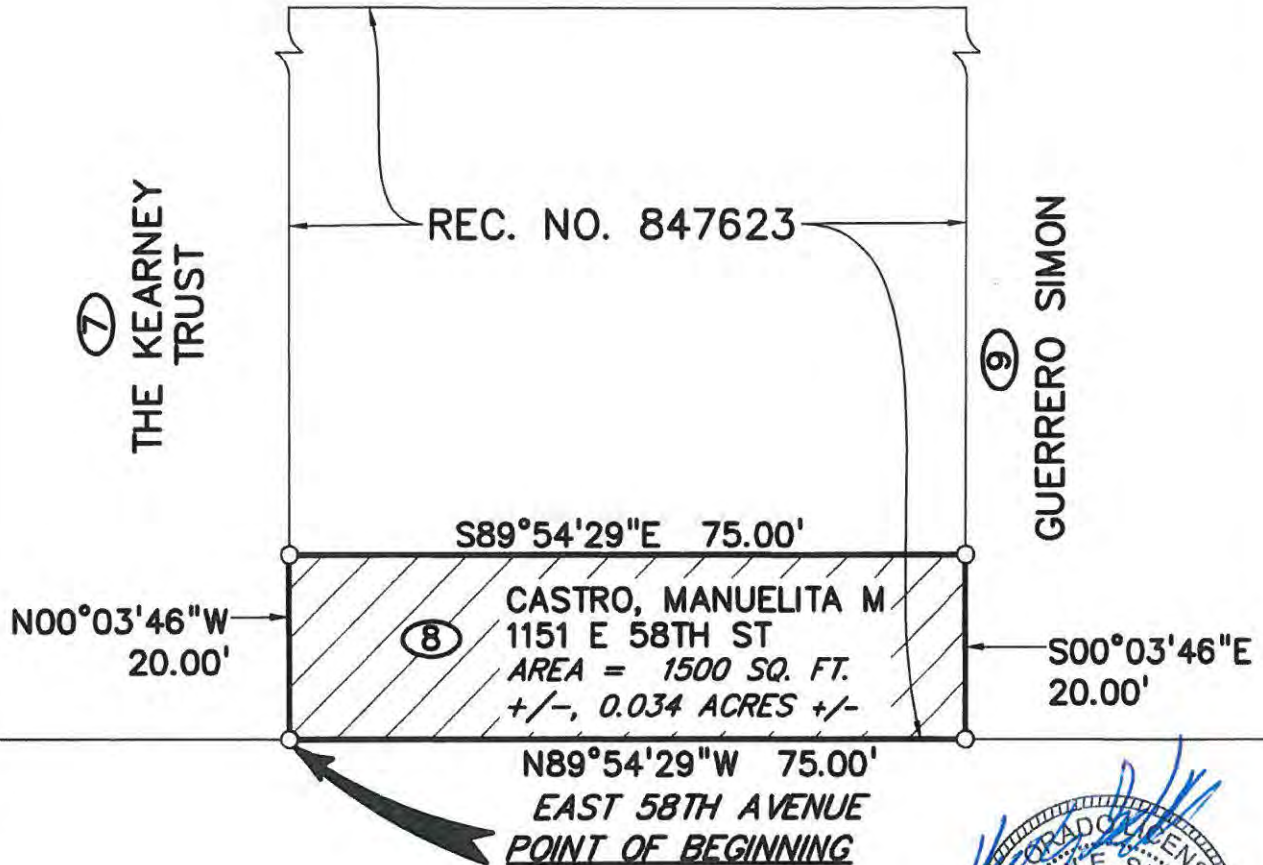
**BEGINNING** AT THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. 847623, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N00°03'46"W, 20.00 FEET ALONG THE WESTERLY LINE OF SAID TRACT OF LAND; THENCE S89°54'29"E, 75.00 FEET TO THE EASTERLY LINE OF SAID TRACT OF LAND; THENCE S00°03'46"E, 20.00 FEET ALONG THE EASTERLY LINE OF SAID TRACT OF LAND TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND, SAID POINT ALSO BEING ON SAID NORTHERLY LINE OF EAST 58TH AVENUE; THENCE N89°54'29"W, 75.00 FEET ALONG THE SOUTHERLY LINE OF SAID TRACT OF LAND AND ALONG SAID NORTHERLY LINE OF EAST 58TH AVENUE TO THE **POINT OF BEGINNING.**

CONTAINING 0.034 ACRES OR 1500 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 RW-8  
R.O.W. DEDICATION**



SCALE 1" = 20'

**NOTES**

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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) 361-0646



Revisions - Date	Date	Drawn By	Job No.
	5/3/19	MNF	<b>20961-00</b>
	Scale	Checked By	Drawing No.
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**TEMPORARY CONSTRUCTION EASEMENT  
AND RIGHT-OF-ENTRY**

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of February, 2020, by and between **Manuelita M. Castro** whose address is 1151 East 58<sup>th</sup> Avenue, Denver, Colorado 80216, hereinafter and collectively referred to as the Owner, and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter and collectively referred to as the County:

WITNESS, that for and in consideration of the sum of **ONE THOUSAND AND NO/100'S DOLLARS (\$1,000.00)** and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, the Owner does hereby grant unto the County, its contractors and assigns, a temporary construction easement and right-of-entry over the following property, to wit:

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

Also know by street and number as: 1151 East 58<sup>th</sup> Avenue

Assessor's schedule or parcel numbers: part of: 0182511300012

Said easement and right-of-entry is for the purpose of construction drainage, curb, gutter and sidewalk within the right-of-way, modifying driveway approaches, modifying ground contours behind the curb, gutter and sidewalk where there will be sidewalk and for relocating privately owned improvements which are currently within the street right-of-way such as fences, mailboxes, driveway approaches and any other items that need to be relocated to private property as a part of this street and drainage project. All work shall be done at the expense of County.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care. Following completion of the work performed the surface of the property disturbed during construction shall be restored reasonably similar to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the street improvements being installed.

This easement will start 30 days after County gives written notice to Owner and shall terminate twelve (12) months thereafter. The Owner also grants to the County the option to extend this Temporary Construction Easement and Right-of Entry on a month to month basis not to exceed one (1) year from the date of expiration hereof, and the County may exercise such option for the additional sum of **Eighty Four Dollars and NO/100'S (\$84.00)** per month. The County shall provide notice in writing to the Owner prior to expiration of each extension period. At the end of the term and any extension thereto, all rights granted under this Temporary Construction Easement and Right-of Entry are released and the Property shall be considered free and clear of this Temporary Construction Easement and Right-of Entry.





Drexel, Barrell & Co.

JULY 1, 2019

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

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

303.442.4338  
303.442.4373 Fax

EXHIBIT A  
**LEGAL DESCRIPTION**  
**PARCEL TCE-8**  
**TEMPORARY CONSTRUCTION EASEMENT**

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 847623 IN THE ADAMS COUNTY RECORDS, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. 847623, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N00°03'46"W, 20.00 FEET ALONG THE WESTERLY LINE OF SAID TRACT OF LAND TO THE **TRUE POINT OF BEGINNING**;

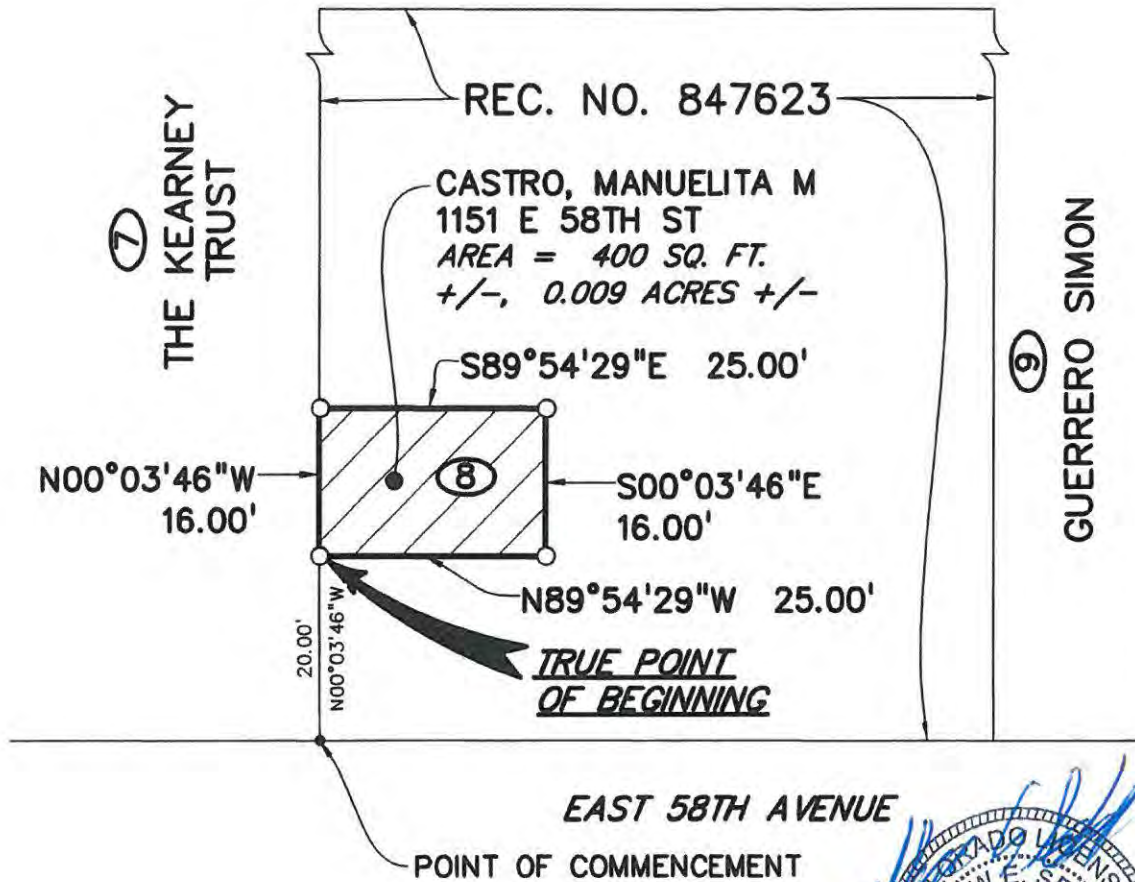
THENCE N00°03'46"W, 16.00 FEET ALONG THE WESTERLY LINE OF SAID TRACT OF LAND; THENCE S89°54'29"E, 25.00 FEET; THENCE S00°03'46"E, 16.00 FEET; THENCE N89°54'29"W, 25.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.009 ACRES OR 400 SQUARE FEET, MORE OR LESS.

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



# EXHIBIT PARCEL TCE-8 TEMPORARY CONSTRUCTION EASEMENT



SCALE 1" = 20'

**NOTES**

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



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

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

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

Revisions - Date	Date 5/3/19	Drawn By MNF	Job No. <b>20961-00</b>
	Scale 1"=20'	Checked By MES	Drawing No. <b>IN FILE</b>

H:\20961-00\BTR\SURVEY\DRAWINGS\O.W. TAKES AND CONSTRUCTION EASEMENTS\20961-00-TCE-EXHIBITS-RW-8.dwg, 6/28/2019 10:24:11 AM



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution approving Right-of-Way Agreement between Adams County and Arakouzo for property necessary for the East 58 <sup>th</sup> Avenue Improvements Project – East 58 <sup>th</sup> Avenue from Clarkson Street to York Street
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Right-of-Way Agreement for the acquisition of property interest needed for the project.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along East 58<sup>th</sup> Avenue for the East 58<sup>th</sup> Avenue Improvements Project – East 58<sup>th</sup> Avenue from Clarkson Street to York Street, that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and Arakouzo for granting of a temporary easement for \$1,850.00. The attached resolution allows the County to acquire property interest for the project and provide the necessary documents to close on the property.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-Way Agreement  
Temporary Construction Easement

**FISCAL IMPACT:**

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

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

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562001	\$10,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$10,000,000</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND ARAKOUZO FOR PROPERTY NECESSARY FOR THE  
EAST 58<sup>TH</sup> AVENUE IMPROVEMENTS PROJECT –  
EAST 58<sup>TH</sup> AVENUE FROM CLARKSON STREET TO YORK STREET

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

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

WHEREAS, this right-of-way acquisition is a portion of 1803 East 58<sup>th</sup> Avenue located in the Southeast Quarter of Section 11, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Arakouzo, a Colorado General Partnership (“Parcel 20”); and,

WHEREAS, Adams County requires a property interest over Parcel 20 for construction of the street improvements; and,

WHEREAS, Arakouzo is willing to grant the property interest over Parcel 20 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Arakouzo, 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 Arakouzo, a Colorado General Partnership, whose address is 24837 Red Cloud Drive, Conifer, Colorado 80433 ("Owner"), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at 1803 East 58th Avenue, Denver, Colorado, hereinafter (the "Property") for the East 58<sup>th</sup> Avenue Improvements Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE THOUSAND EIGHT HUNDRED FIFTY AND NO/100'S DOLLARS (\$1,850.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$1,350.00 for the temporary construction easement and \$500.00 in compensable damages. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and delivery to the County the attached conveyance documents on the Property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The County will remove a portion of the irrigation system as a part of the County's grading and installation of the new driveway entrance. But, the County has agreed to reimburse the owner the expense of said irrigation system and made a part of this Agreement.

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


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

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

9. Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.

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

**Owner: Arakouzo, a Colorado General Partnership**

By:   
Print Name: BOB SOUED  
Title: MANAGER  
Date: 1-27-20

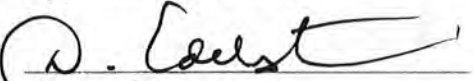
**Approved:**

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

  
County Attorney



# Drexel, Barrell & Co.

JULY 19, 2019

EXHIBIT A  
LEGAL DESCRIPTION  
PARCEL TCE-20  
TEMPORARY CONSTRUCTION EASEMENT

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

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

303.442.4338  
303.442.4373 Fax

A TRACT OF LAND BEING A PORTION OF LOT 1, CITY VIEW INDUSTRIAL PARK, 2ND FILING RECORDED AT RECEPTION NO. B1197789, LOCATED IN THE SE1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

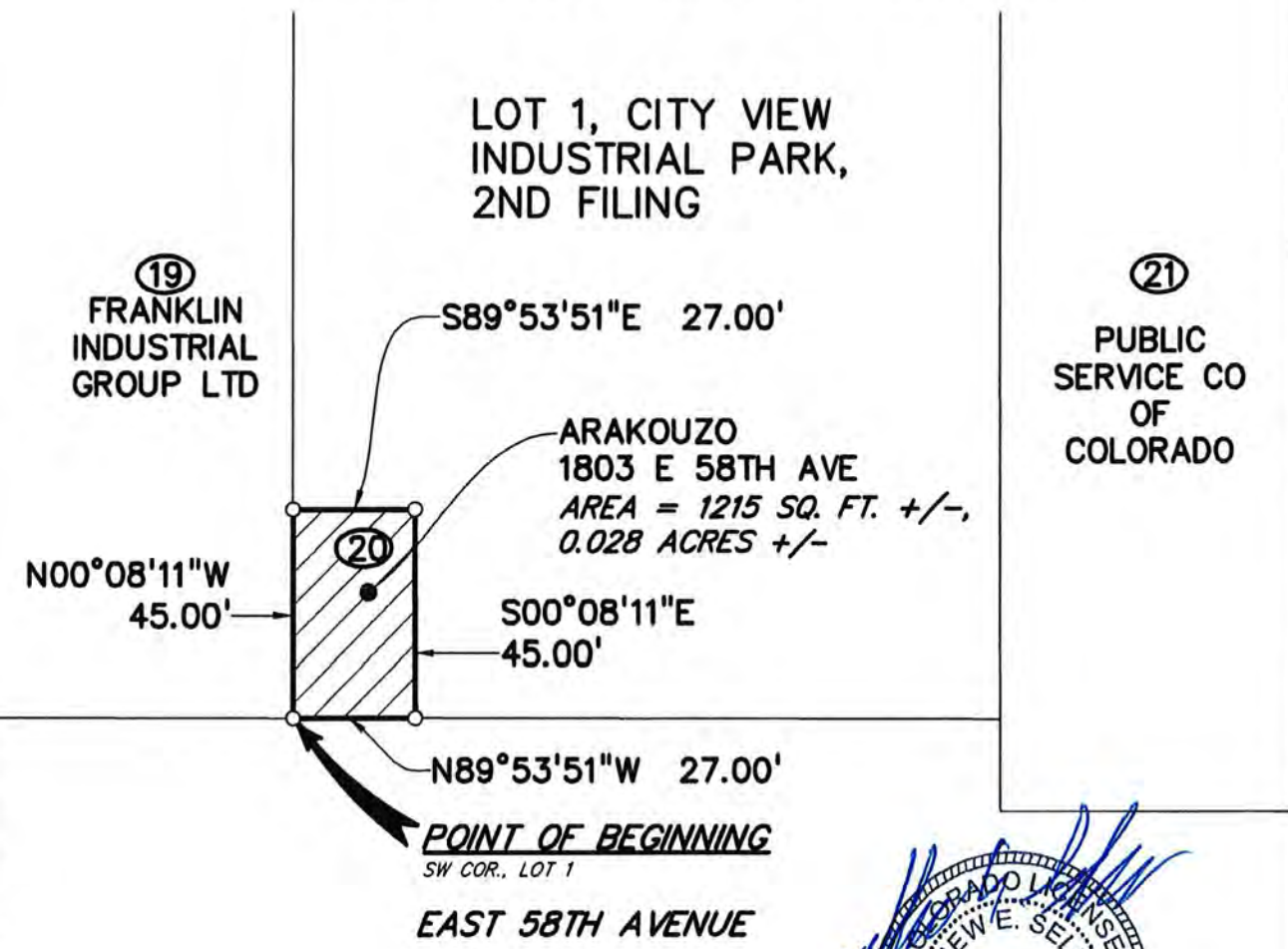
**BEGINNING** AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N00°08'11"W, 45.00 FEET ALONG THE WESTERLY LINE OF SAID LOT 1; THENCE S89°53'51"E, 27.00 FEET; THENCE S00°08'11"E, 45.00 FEET TO SAID NORTHERLY LINE OF EAST 58TH AVENUE, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE N89°53'51"W, 27.00 FEET ALONG SAID NORTHERLY LINE OF EAST 58TH AVENUE AND ALONG SAID SOUTHERLY LINE OF LOT 1 TO THE **POINT OF BEGINNING**.

CONTAINING 0.028 ACRES OR 1215 SQUARE FEET, MORE OR LESS.

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



**EXHIBIT  
PARCEL TCE-20  
TEMPORARY CONSTRUCTION EASEMENT**



SCALE 1" = 40'

**NOTES**

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

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

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

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

Revisions - Date	Date	Drawn By	Job No.
	7/19/19	MAN	<b>20961-00</b>
	Scale	Checked By	Drawing No.
	1" = 40'	MES	<b>IN FILE</b>

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**TEMPORARY CONSTRUCTION EASEMENT  
AND RIGHT-OF-ENTRY**

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of JANUARY, 2020, by and between Arakouzo, a Colorado General Partnership, whose address is 24837 Red Cloud Drive, Conifer, Colorado 80433, hereinafter and collectively referred to as the Owner, and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter and collectively referred to as the County:

WITNESS, that for and in consideration of the sum of **ONE THOUSAND THREE HUNDRED FIFTY AND NO/100'S DOLLARS (\$1,350.00)** and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, the Owner does hereby grant unto the County, its contractors and assigns, a temporary construction easement and right-of-entry over the following property, to wit:

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

Also know by street and number as: 1803 East 58th Avenue

Assessor's schedule or parcel number: 0182511405015

Said easement and right-of-entry is for the purpose of curb, gutter and sidewalk within the right-of-way, modifying driveway approaches, modifying ground contours behind the curb, gutter and sidewalk where there will be sidewalk and for relocating privately owned improvements which are currently within the street right-of-way such as driveway approaches and any other items that need to be relocated to private property as a part of this street and drainage project. All work shall be done at the expense of County.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care. Following completion of the work performed the surface of the property disturbed during construction shall be restored reasonably similar to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the street improvements being installed.

This easement will start 30 days after County gives written notice to Owner and shall terminate twelve (12) months thereafter. The Owner also grants to the County the option to extend this Temporary Construction Easement and Right-of Entry on a month to month basis not to exceed one (1) year from the date of expiration hereof, and the County may exercise such option for the additional sum of **One Hundred Thirteen Dollars and NO/100'S (\$113.00)** per month. The County shall provide notice in writing to the Owner prior to expiration of each extension period. At the end of the term and any extension thereto, all rights granted under this Temporary Construction Easement and Right-of Entry are released and the Property shall be considered free and clear of this Temporary Construction Easement and Right-of Entry.





Drexel, Barrell & Co.

JULY 19, 2019

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

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

303.442.4338  
303.442.4373 Fax

EXHIBIT A  
LEGAL DESCRIPTION  
PARCEL TCE-20  
TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING A PORTION OF LOT 1, CITY VIEW INDUSTRIAL PARK, 2ND FILING RECORDED AT RECEPTION NO. B1197789, LOCATED IN THE SE1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

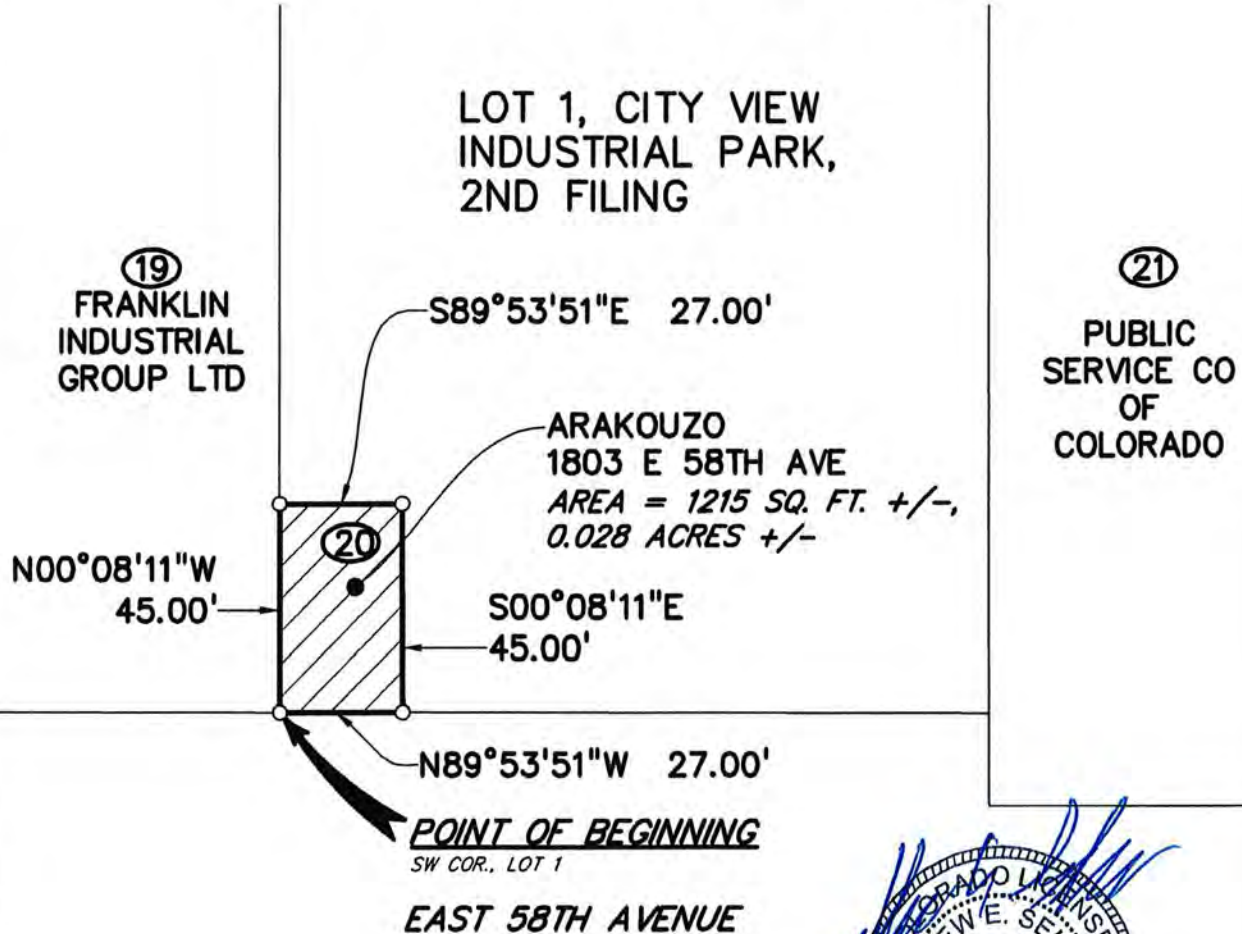
**BEGINNING** AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N00°08'11"W, 45.00 FEET ALONG THE WESTERLY LINE OF SAID LOT 1; THENCE S89°53'51"E, 27.00 FEET; THENCE S00°08'11"E, 45.00 FEET TO SAID NORTHERLY LINE OF EAST 58TH AVENUE, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE N89°53'51"W, 27.00 FEET ALONG SAID NORTHERLY LINE OF EAST 58TH AVENUE AND ALONG SAID SOUTHERLY LINE OF LOT 1 TO THE **POINT OF BEGINNING**.

CONTAINING 0.028 ACRES OR 1215 SQUARE FEET, MORE OR LESS.

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



**EXHIBIT  
PARCEL TCE-20  
TEMPORARY CONSTRUCTION EASEMENT**



SCALE 1" = 40'

**NOTES**

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

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

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

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

Revisions - Date	Date	Drawn By	Job No.
	7/19/19	MAN	20961-00
	Scale	Checked By	Drawing No.
	1" = 40'	MES	IN FILE

H:\20961-00\BLTR\SURVEY\Drawings\A.O.W. TAKES AND CONSTRUCTION EASEMENTS\20961-00-TCE-EXHIBITS-RW-20.dwg, 7/19/2019 8:49:35 AM



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution approving Right-of-Way Agreement between Adams County and The Western Stock Show Association for property necessary for the East 58 <sup>th</sup> Avenue Improvements Project – East 58 <sup>th</sup> Avenue from Clarkson Street to York Street
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Right-of-Way Agreement for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along East 58<sup>th</sup> Avenue for the East 58<sup>th</sup> Avenue Improvements Project – East 58<sup>th</sup> Avenue from Clarkson Street to York Street, that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and The Western Stock Show Association for dedication of road right-of-way for \$543,310.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

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

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-Way Agreement  
Warranty Deed  
Temporary Construction Easement

**FISCAL IMPACT:**

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

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

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562001	\$10,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$10,000,000</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND THE WESTERN STOCK SHOW ASSOCIATION  
FOR PROPERTY NECESSARY FOR THE EAST 58<sup>TH</sup> AVENUE IMPROVEMENTS  
PROJECT – EAST 58<sup>TH</sup> AVENUE FROM CLARKSON STREET TO YORK STREET

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

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

WHEREAS, this right-of-way acquisition is a portion of 5680 Franklin Street located in the Southeast Quarter of Section 11, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by The Western Stock Show Association, a Colorado non-profit corporation (“Parcel 36”); and,

WHEREAS, Adams County requires ownership of Parcel 36 for construction of the street improvements; and,

WHEREAS, The Western Stock Show Association is willing to sell Parcel 36 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and The Western Stock Show Association, 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 **The Western Stock Show Association, a Colorado non-profit corporation**, whose address is 4665 Humboldt Street, Denver, CO 80216 (“Owner”), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at 5680 Franklin Street, Denver, CO 80216, hereinafter (the “Property”) for the 58<sup>th</sup> Avenue Widening Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FIVE HUNDRED FORTY THREE THOUSAND THREE HUNDRED TEN AND NO/100’S DOLLARS (\$543,310.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540,672.00 for the dedication of road right-of-way, and \$2,638.00 for the temporary construction easements. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

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

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

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

8. Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.

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

**Owner: THE WESTERN STOCK SHOW ASSOCIATION, a Colorado non-profit corporation**

By: Paul D. Archer

Title: President / CEO

Date: 2/11/2020

**Approved:**

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

\_\_\_\_\_

Chair

\_\_\_\_\_

Date

Approved as to Form:

\_\_\_\_\_

County Attorney



# Drexel, Barrell & Co.

JULY 31, 2019

EXHIBIT A

## LEGAL DESCRIPTION PARCEL RW-36 RIGHT-OF-WAY DEDICATION

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

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

303.442.4338  
303.442.4373 Fax

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. C0696528 IN THE ADAMS COUNTY RECORDS, LOCATED IN THE SE1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE THE FOLLOWING FOUR (4) COURSES;

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3. S00°05'50"W, 30.23 FEET;
4. S05°48'28"W, 90.36 FEET TO SAID EASTERLY LINE OF FRANKLIN STREET, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID TRACT OF LAND;

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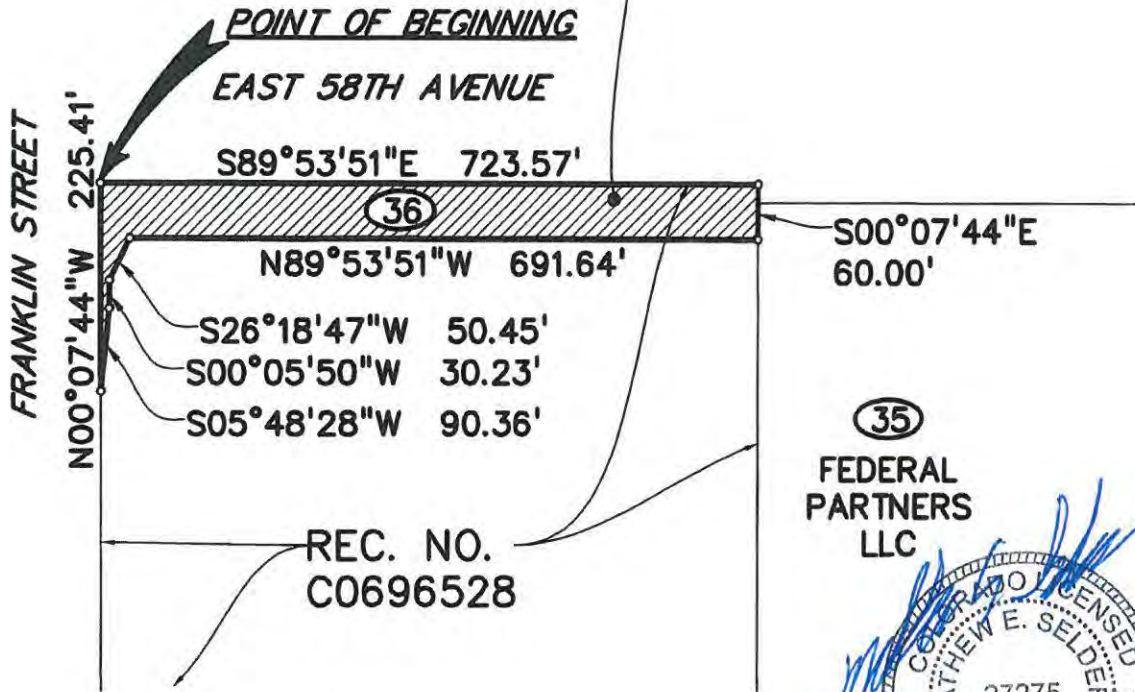
CONTAINING 1.034 ACRES OR 45056 SQUARE FEET, MORE OR LESS.

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



# EXHIBIT PARCEL RW-36 R.O.W. DEDICATION

THE WESTERN STOCK  
SHOW ASSOCIATION  
5680 FRANKLIN ST  
AREA = 45,056 SQ. FT.  
+/-, 1.034 ACRES



(35)  
FEDERAL  
PARTNERS  
LLC



SCALE 1" = 200'

**NOTES**

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IN ACCORDANCE WITH CRS 13-80-105;  
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1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4336  
BOULDER, COLORADO (303) 442-4336  
COLORADO SPRINGS, COLORADO (719) 860-0887  
GREELEY, COLORADO (970) 351-0645



Revisions - Date	Date	Drawn By	Job No.
	7/31/19	MNF	20961-00
	Scale	Checked By	Drawing No.
	1"=200'	MES	IN FILE



# Drexel, Barrell & Co.

JULY 31, 2019

EXHIBIT A

## LEGAL DESCRIPTION PARCEL TCE-36 TEMPORARY CONSTRUCTION EASEMENT

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
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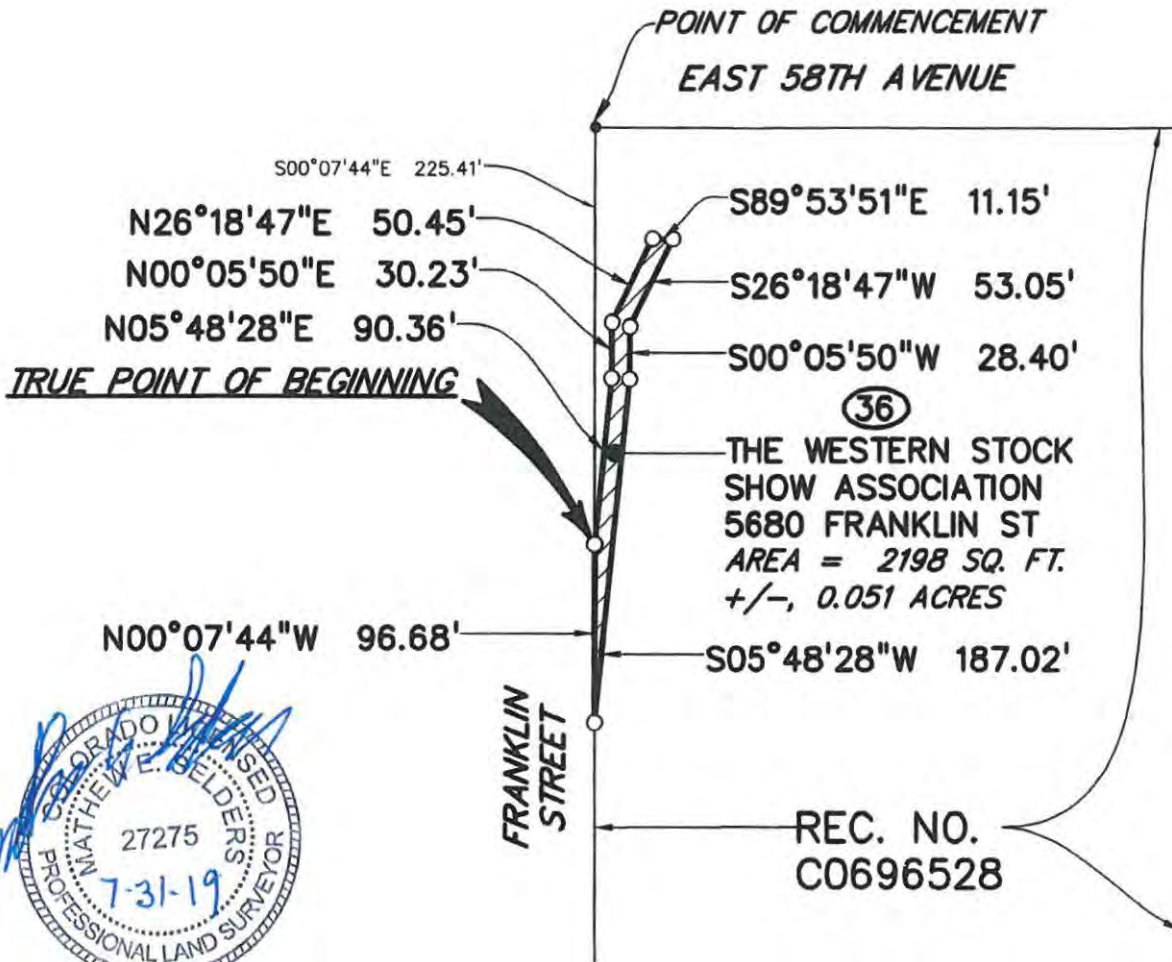
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CONTAINING 0.051 ACRES OR 2198 SQUARE FEET, MORE OR LESS.

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



# EXHIBIT PARCEL TCE-36 TEMPORARY CONSTRUCTION EASEMENT



SCALE 1" = 100'

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(36)  
THE WESTERN STOCK  
SHOW ASSOCIATION  
5680 FRANKLIN ST  
AREA = 2198 SQ. FT.  
+/-, 0.051 ACRES

REC. NO.  
C0696528

IN ACCORDANCE WITH CRS 13-80-105;  
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**WARRANTY DEED**

**THIS DEED**, dated this 11 day of February, 2020, between **The Western Stock Show Association, a Colorado non-profit corporation**, whose address is 4665 Humboldt Street, Denver, CO 80216, grantor(s), and the **COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

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

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

Dedicated for 58<sup>th</sup> Avenue

Also known by street and number as: 5680 Franklin Street

Assessor's schedule or parcel number: part of 0182511400061

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2019 taxes due in 2020 which grantor agrees to pay;

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the grantor(s) have executed this deed on the date set forth above.

*and except other matters of record, (PA.)*

**The Western Stock Show Association, a Colorado non-profit corporation**

By: Paul D. Arhels  
Title: President + CEO

STATE OF Colorado )  
County of Denver ) §

The foregoing instrument was acknowledged before me this 11 day of February, 2020, by Anneliese Phippen as Executive Assistant of The Western Stock Show Association, a Colorado non-profit corporation

Witness my hand and official seal.  
My commission expires: 12/04/2021

Anneliese Louise Phippen  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174049535  
MY COMMISSION EXPIRES 12/04/2021

Anneliese Phippen  
Notary Public



# Drexel, Barrell & Co.

JULY 31, 2019

EXHIBIT A

## LEGAL DESCRIPTION PARCEL RW-36 RIGHT-OF-WAY DEDICATION

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

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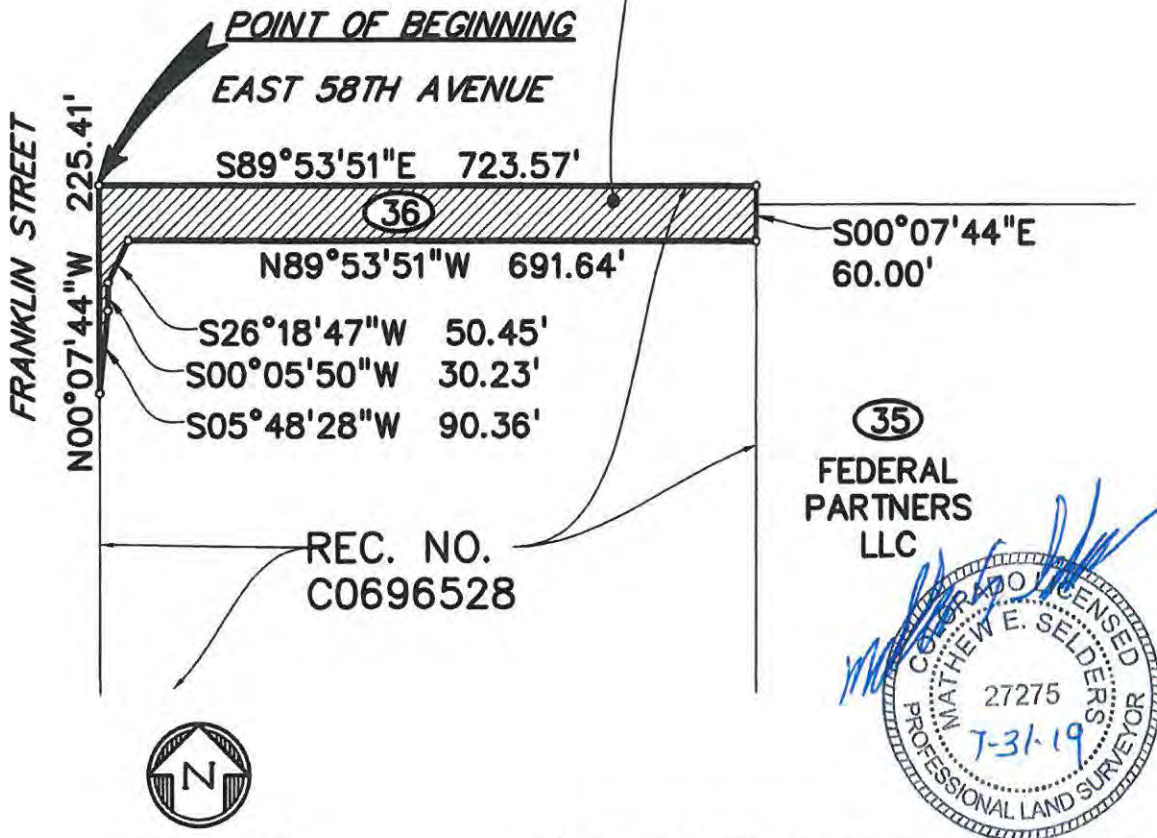
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LEGAL DESCRIPTION PREPARED BY:  
MATHEW E. SELDERS  
DREXEL, BARRELL & CO.  
1800 38TH STREET  
BOULDER, CO 80301  
(303) 442-4338



# EXHIBIT PARCEL RW-36 R.O.W. DEDICATION

THE WESTERN STOCK  
SHOW ASSOCIATION  
5680 FRANKLIN ST  
AREA = 45,056 SQ. FT.  
+/-, 1.034 ACRES



(35)  
**FEDERAL  
PARTNERS  
LLC**

MATTHEW E. SELDERS  
27275  
7-31-19  
PROFESSIONAL LAND SURVEYOR



SCALE 1" = 200'

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		<b>Drexel, Barrell &amp; Co.</b> Engineers/Surveyors 1800 38TH STREET     BOULDER, COLORADO 80301     (303) 442-4336	
		BOULDER, COLORADO	(303) 442-4336
		COLORADO SPRINGS, COLORADO	(719) 880-0887
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**TEMPORARY CONSTRUCTION EASEMENT  
AND RIGHT-OF-ENTRY**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Western Stock Show Association, a Colorado non-profit corporation, whose address is 4665 Humboldt Street, Denver, CO 80216, hereinafter and collectively referred to as the Owner, and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter and collectively referred to as the County:

WITNESS, that for and in consideration of the sum of **TWO THOUSAND SIX HUNDRED FORTY AND NO/100'S DOLLARS (\$2,640.00)** and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, the Owner does hereby grant unto the County, its contractors and assigns, a temporary construction easement and right-of-entry over the following property, to wit:

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

Also know by street and number as: 5680 Franklin Street

Assessor's schedule or parcel numbers: 0182511400061

Said easement and right-of-entry is for the purpose of construction of drainage improvements, curb, gutter and sidewalk within the right-of-way, modifying driveway approaches, modifying ground contours behind the curb, gutter and sidewalk where there will be sidewalk and for relocating privately owned improvements and driveway approaches as a part of this street and drainage project. All work shall be done at the expense of County.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care. Following completion of the work performed the surface of the property disturbed during construction shall be restored reasonably similar to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the street improvements being installed.

This easement will start 30 days after County gives written notice to Owner and shall terminate twelve (12) months thereafter. The Owner also grants to the County the option to extend this Temporary Construction Easement and Right-of Entry on a month to month basis not to exceed one (1) year from the date of expiration hereof, and the County may exercise such option for the additional sum of **Two Hundred Twenty and NO/100'S Dollars (\$220.00)** per month. The County shall provide notice in writing to the Owner prior to expiration of each extension period. At the end of the term and any extension thereto, all rights granted under this Temporary Construction Easement and Right-of Entry are released and the Property shall be considered free and clear of this Temporary Construction Easement and Right-of Entry.

**Owner:** THE WESTERN STOCK SHOW ASSOCIATION, a Colorado non-profit corporation

By: Paul D. Arches

Title: President + CEO

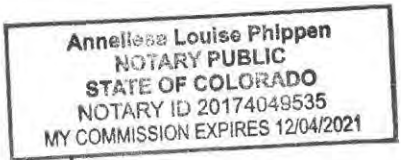
Date: 2/11/2020

STATE OF Colorado )  
COUNTY OF Denver )§

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 2020, by Anneliese Phippen as Executive Assistant of The Western Stock Show Association, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: 12/04/21



Anneliese Phippen  
Notary Public



# Drexel, Barrell & Co.

JULY 31, 2019

EXHIBIT A

## LEGAL DESCRIPTION PARCEL TCE-36 TEMPORARY CONSTRUCTION EASEMENT

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Colorado Springs  
Greeley

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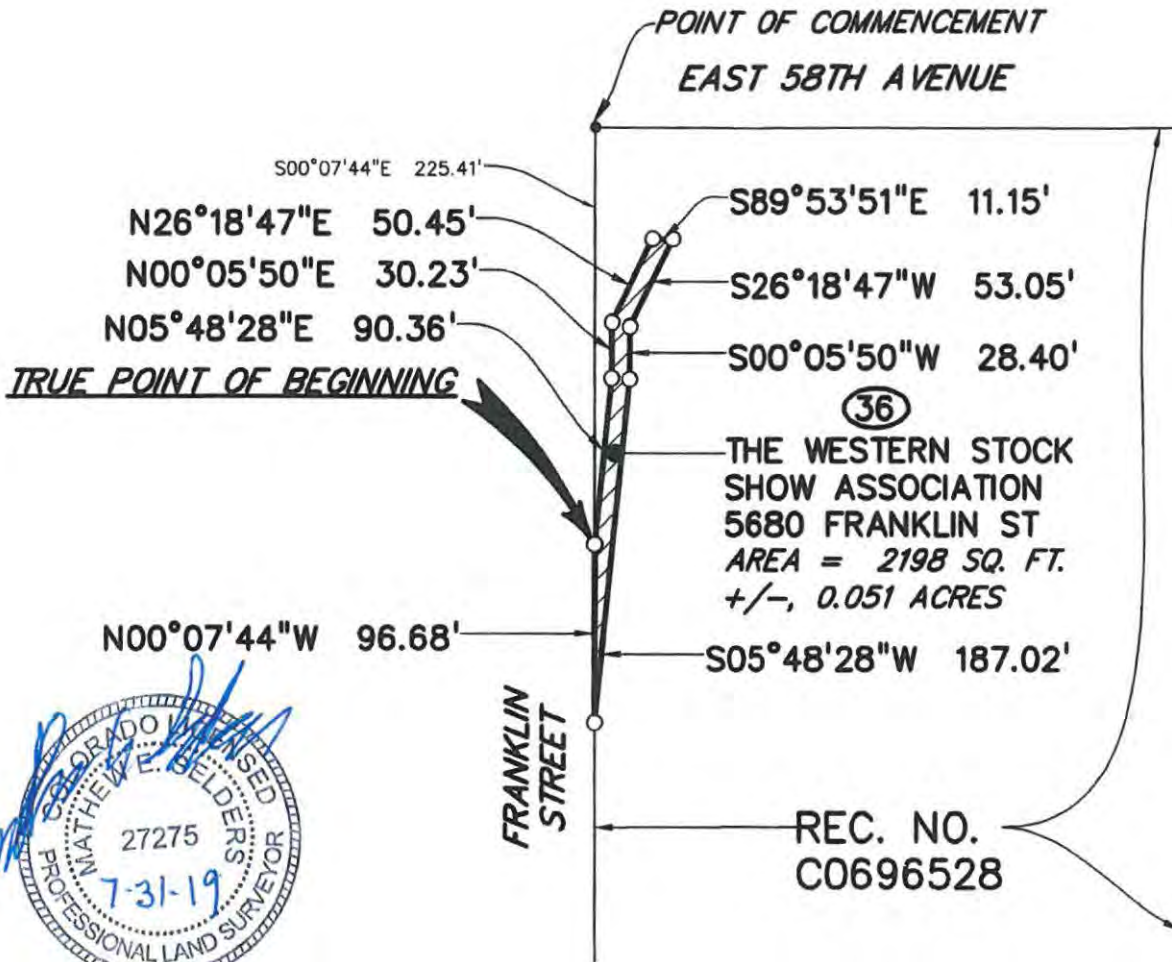
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LEGAL DESCRIPTION PREPARED BY:  
MATHEW E. SELDERS  
DREXEL, BARRELL & CO.  
1800 38TH STREET  
BOULDER, CO 80301  
(303) 442-4338



# EXHIBIT PARCEL TCE-36 TEMPORARY CONSTRUCTION EASEMENT



SCALE 1" = 100'

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REC. NO.  
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## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution accepting a permanent drainage easement from the City of Westminster to Adams County for drainage purposes
<b>FROM:</b> Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the permanent drainage easement agreement for the construction of the Lowell Boulevard Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way, permanent easements and temporary construction easements for street improvements along Lowell Boulevard for the Lowell Boulevard Improvements Project – Clear Creek to West 62<sup>nd</sup> Avenue, 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 a permanent drainage easement agreement between Adams County and the City of Westminster for drainage purposes. The attached resolution allows the County to accept the permanent drainage easement agreement.

### **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  
Permanent Drainage Easement Agreement  
Planning Commission Resolution

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PERMENENT DRAINAGE EASEMENT  
FROM CITY OF WESTMINSTER TO ADAMS COUNTY  
FOR DRAINAGE PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way, permanent easements and temporary construction easements along Lowell Boulevard for the Lowell Boulevard Improvements Project – Clear Creek to West 62<sup>nd</sup> Avenue; and,

WHEREAS, the City of Westminster (“Westminster”), a Colorado municipal corporation, owns certain property located in the Northwest Quarter of Section 8, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County requires an easement over Westminster’s property for drainage purposes; and,

WHEREAS, Westminster is willing to grant an easement to Adams County under the terms and conditions of the attached Permanent Drainage Easement Agreement; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 26<sup>th</sup> day of September, 2019, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Drainage Easement Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Permanent Drainage Easement Agreement between Adams County and City of Westminster, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

## **PERMANENT DRAINAGE EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

**That City of Westminster, a Colorado municipal corporation, whose legal address is 4800 West 92<sup>nd</sup> Avenue, Westminster, CO 80030, hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter "County", its successors and assigns, a permanent storm water drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., said easement to be used solely in the event Grantor fails to maintain such drainage facilities, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:**

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

**Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.**

**In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said drainage facility.**

**In the event the County exercises its right to maintain the detention pond, all of the County's costs to maintain the detention pond shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.**

**In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.**

IN WITNESS WHEREOF, Grantor has hereto set his hand on this 20<sup>th</sup> day of June, 2017.

City of Westminster,  
a Colorado municipal corporation

By: [Signature]  
Print Name: Donald M. Tripp  
Print Title: City Manager

STATE OF COLORADO)  
COUNTY OF Adams

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2017 by Donald M. Tripp, as City Manager of City of Westminster Colorado Municipal Corporation.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

My commission expires: 10/18/19

[Signature]  
Notary Public



EXHIBIT - PDE #4

A PERMANENT DRAINAGE EASEMENT, being a portion of Outlot A as shown on the plat of Brannan's Subdivision Filing No. 2 as recorded in File 17, Map 243 of the records in the office of the Clerk and Recorder of Adams County, situated in the Northwest Quarter of Section 8, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter of Section 8;

Thence North 00°08'34" East along the West line of said Northwest Quarter, a distance of 154.63 feet;

Thence South 89°51'26" East, a distance of 30.00 feet to the existing Easterly Right-of-Way of Lowell Boulevard, being the Point of Beginning;

Thence South 37°21'53" East, a distance of 56.40 feet;

Thence South 52°38'07" West, a distance of 15.00 feet;

Thence North 37°21'53" West, a distance of 36.86 feet;

Thence North 00°08'34" East along said Easterly Right-of-Way of Lowell Boulevard, a distance of 24.64 feet to the Point of Beginning,

containing 700 square feet, or 0.0161 acre, more or less.

**FWS** FORESIGHT WEST SURVEYING INC.

4955 Iris Street, Wheat Ridge, CO 80033  
(303) 504-4440



EXHIBIT - PDE #4

Parcel 19  
 Lobo Limited Liability Company  
 PN 0182508211002

NW 1/4 Sec. 8  
 T 3 S, R 68 W

Brannan's Subdivision Filing No. 2

Lot 1

(Affidavit of Correction at  
 Rec. No. C0046698)



Lowell Blvd.

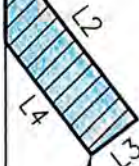
N00°08'34"E 2633.13'  
 West Line, NW/4 Sec. 8

50' 30'

154.63'

L1

L5



700 square feet  
 more or less

Parcel 20  
 City of Westminster  
 PN 0182508211001  
 Outlot A

Line	Bearing	Distance
L1	S89°51'26"E	30.00'
L2	S37°21'53"E	56.40'
L3	S52°38'07"W	15.00'
L4	N37°21'53"W	36.86'
L5	N00°08'34"E	24.64'

Point of Commencement  
 SW Cor, NW 1/4 Sec. 8

**FWS** FORESIGHT WEST  
 SURVEYING INC.

4955 Iris Street, Wheat Ridge, CO 80033  
 (303) 504-4440

This illustration does not represent a monumented land survey  
 and is only intended to depict the accompanying description.



PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A  
PERMANENT DRAINAGE EASEMENT FROM CITY OF WESTMINSTER  
TO ADAMS COUNTY FOR DRAINAGE PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 26<sup>th</sup> day of September, 2019, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Permanent Drainage Easement from City of Westminster for drainage purposes on the following described land to wit:

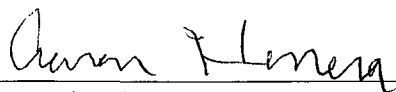
Legal description as set forth in Exhibit "PDE #4" attached hereto and incorporated herein by this reference.

WHEREAS, these Permanent Drainage Easement is in conjunction with the Lowell Boulevard Improvements Project from Clear Creek to West 62<sup>nd</sup> Avenue, being a portion of Outlot A as shown on the plat of Brannan's Subdivision Filing No. 2, located in the Northwest Quarter of Section 8, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

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

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

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

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Resolution approving an intergovernmental agreement between Adams County and the City of Brighton regarding a study of a transfer of development rights program
<b>FROM:</b> Jill Jennings Golich, Community & Economic Development Department Director
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> February 25, 2020
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve an intergovernmental agreement regarding a study of a transfer of development rights program.

### **BACKGROUND:**

The City of Brighton and Adams County entered into an intergovernmental agreement to create the District Plan in March of 2016. The Plan outlined several implementation activities, including an amendment to study the County's existing transfer of development rights (TDR) program and the creation of receiving areas in the City of Brighton. The TDR program, as it applies to Adams County, incentivizes the preservation of valuable farmland within the Historic Splendid Valley (identified in the District Plan)

The existing Adams County TDR program has not been utilized as well as anticipated and there is now a desire by both the City of Brighton and Adams County to explore the existing TDR program's needs and to create a defined program within the City of Brighton. This IGA will explore the feasibility of an expanded TDR program through market analysis and stakeholder engagement and will provide recommendations to both the City and County.

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

Community & Economic Development, Parks, Open Space and Cultural Arts Department, Office of the County Attorney, City of Brighton Planning & Zoning, City of Brighton Parks & Recreation

### **ATTACHED DOCUMENTS:**

Intergovernmental Agreement  
Board of County Commissioners Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 00001
<b>Cost Center:</b> 1094

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7685		\$0
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures</b>			<u>                    </u> \$0

**New FTEs requested:**                     YES             NO

**Future Amendment Needed:**         YES             NO

**Additional Note:**

Initial \$10,000 Adams County contribution was funded through the 2019 CED operating budget, with the additional up to \$10,000 coming from existing 2020 CED operating budget.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN  
ADAMS COUNTY AND THE CITY OF BRIGHTON REGARDING A STUDY OF A  
TRANSFER OF DEVELOPMENT RIGHTS PROGRAM

WHEREAS, Adams County and the City of Brighton (“Parties”) desire to implement the jointly adopted District Plan’s community vision for local food production, conservation, and agri-based land uses in the area south of Brighton; and,

WHEREAS, the jointly adopted District Plan calls for an expanded transfer of development rights program for the Splendid Valley; and,

WHEREAS, the Parties wish to enter into an intergovernmental agreement to define the funding commitments and responsibilities with respect to a study for the transfer of development rights program; and,

WHEREAS, the Intergovernmental Agreement is a cooperative effort between Parties and will benefit the citizens of Adams County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the City of Brighton regarding a study of the transfer of development rights program, 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 Intergovernmental Agreement on behalf of Adams County.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF BRIGHTON  
REGARDING A STUDY OF A TRANSFER OF DEVELOPMENT RIGHTS PROGRAM

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF BRIGHTON, COLORADO (hereinafter called "CITY") and ADAMS COUNTY, COLORADO (hereinafter called "COUNTY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, COUNTY and CITY each approved the District Plan in March of 2016; and

WHEREAS, the District Plan outlined several implementation activities including the amendment of regulations concerning the transfer of development rights program; and

WHEREAS, COUNTY and CITY desire to undertake a study of the COUNTY's existing transfer of development rights program and the creation of receiving areas in the City of Brighton to ensure there is a strong incentive to purchase transfer of development rights and thus preserve valuable, at-risk farmland in the area named the Historic Splendid Valley (hereinafter called the 'Study'); and

WHEREAS, CITY and COUNTY now desire to proceed with a study to determine the feasibility of an expanded transfer of development rights program to include receiving areas in the City which would provide recommendations and market information in order to develop this program and calibrate the CITY and COUNTY programs; and

WHEREAS, the County Commissioners of COUNTY and the City Council of CITY have authorized, by resolution, this Intergovernmental Agreement to outline the roles and financial participation of the CITY and the COUNTY in the study.

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

1. SCOPE OF AGREEMENT  
This Agreement defines the responsibilities and financial commitments of PARTIES with respect to the Transfer of Development Rights Study (hereinafter the "Study").
2. SCOPE OF STUDY  
The CITY will prepare and issue the request for proposals to engage a consultant (hereinafter the "Consultant") to conduct the Study, after review and concurrence with the scope by the COUNTY's Department of Community and Economic Development.
3. PUBLIC NECESSITY  
PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in the DISTRICT PLAN region and is of particular benefit to the inhabitants of CITY and COUNTY and the property therein.

4. FUNDING

Funds for the Study shall be provided by the CITY, and by a contribution of the COUNTY of not to exceed Twenty Thousand Dollars (\$20,000) (the "County Contribution"), which is expected to be half of the cost of the Study. In no event shall the COUNTY be responsible for payment of funds for the Study in any amount greater than the County Contribution. Any additional funds required for the Study over and above the County Contribution shall be the responsibility of the CITY.

The COUNTY shall provide half of the County Contribution, or \$10,000, upon execution of the Intergovernmental Agreement by both PARTIES. The remaining portion of the County's Contribution shall be provided upon receipt of the final invoice from the Consultant to the CITY, and issuance of an invoice by the CITY to the COUNTY. If the Study should cost less than the expected amount, then the County's Contribution shall be reduced accordingly.

5. REVIEW

The CITY shall manage all work performed by the Consultant for the Study. The COUNTY shall have the opportunity to review and comment upon all documents, drawings, exhibits, etc., produced by the Consultant as part of the Study, including without limitation, preliminary drafts. The COUNTY shall be entitled to receive copies of all reports, drawings, data, and other material produced or collected by the Consultant at no cost.

6. MEETINGS

The COUNTY shall have the right to attend and shall receive notice of all meetings with the Consultant not less than forty-eight (48) hours in advance. The COUNTY shall not give direction to the Consultant, but shall coordinate all comments through the CITY.

7. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate upon completion of the Study.

8. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

9. NON APPROPRIATION

Pursuant to C.R.S. § 29-1-110, the financial obligations of the parties, if any, after the current fiscal year are contingent upon funds for this agreement being appropriated, budgeted, and otherwise available. A party's participation in this agreement is automatically terminated without any termination fees due or other liability on the first day of January of the fiscal year for which funds are not appropriated. Nothing in this agreement shall be construed to create a multi-year fiscal obligation in violation of Colorado Constitution, Article 10 § 20.

10. NOTICES

A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to

PARTIES at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the part to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Department of Community and Economic Development  
4430 South Adams County Parkway, Suite W2000  
Brighton, CO 80601-8212

Adams County Finance Department, Purchasing Section  
4430 South Adams County Parkway, Suite C4000A  
Brighton, CO 80601-8212

Adams County Attorney's Office  
4430 South Adams County Parkway, Suite C5000B  
Brighton, CO 80601-8206

For the City of Brighton:

City of Brighton Community Development Department  
500 South 4<sup>th</sup> Avenue  
Brighton, CO 80601

City of Brighton Finance Department  
500 South 4<sup>th</sup> Avenue  
Brighton, CO 80601

City of Brighton City Attorney's Office  
500 South 4<sup>th</sup> Avenue  
Brighton, CO 80601

11. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

12. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

13. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

14. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

15. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

16. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days written notice by either of the PARTIES.

17. EFFECTIVE DATE

This Intergovernmental Agreement shall become effective upon the date of execution and will terminate upon completion and final acceptance of the Study.

18. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of PARTIES. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

19. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

20. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than either one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq.

22. GOVERNMENTAL IMMUNITY

All activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement, and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall

be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.

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

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

CITY OF BRIGHTON, COLORADO

\_\_\_\_\_  
Gregory Mills, Mayor

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

ATTEST:

\_\_\_\_\_  
Natalie Hoel, City Clerk

*Approved as to Form:*

\_\_\_\_\_  
Jack D. Bajorek  
Brighton City Attorney

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Emma Pinter, Chair

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

ATTEST:

\_\_\_\_\_  
Adams County Clerk & Recorder's Office

*Approved as to Form:*

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Fifth Amendment to the 2019 Adams County Budget
<b>FROM:</b> Marc Osborne, Budget & Performance Measurement Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office and Budget and Performance Measurement Department
<b>HEARD AT STUDY SESSION ON:</b> February 25, 2020
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Fifth Amendment to the 2019 Adams County Budget.

### **BACKGROUND:**

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

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

County Manager's Office and Budget and Performance Measurement Department

### **ATTACHED DOCUMENTS:**

Resolution Authorizing Fifth Supplemental Appropriations to the 2019 Adams County Government Budget.

Exhibit A – Summary of items included in the Fifth Amendment to 2019 Budget.

**FISCAL IMPACT:**

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

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

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

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

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

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

**Additional Note:**

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

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING FIFTH SUPPLEMENTAL APPROPRIATIONS TO THE  
2019 ADAMS COUNTY GOVERNMENT BUDGET

WHEREAS, the 2019 Adams County Government Budget requires supplemental appropriations of funds to satisfy requests as listed on the attached Exhibit "A" and,

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

WHEREAS, there are additional revenues and other financing sources which were not assured at the time of the adoption of the 2019 Adams County Government Budget; and,

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Fifth Supplemental Appropriations to the 2019 Adams County Government budget is hereby authorized and the Budget Office is authorized to make the above stated budget adjustments to the 2019 Adams County Government Budget.

# Exhibit A - Amendments

Fifth Amendment to the 2019 Budget  
 Resolution No. TBD  
 For Adoption on March 10, 2020  
 Study Session: February 25, 2020



**Purpose of Resolution:**

A resolution to amend the 2019 Budget. Summary information by Fund and Department is listed below. Additional detailed information is attached for consideration and review.

Fund	Department	Expenditure Amount	Revenue Amount	Use of Fund Balance	FTE
GENERAL FUND	Admin/Org	\$226,500	\$0	\$226,500	0.00
	Community Corrections	525,000	580,000	(55,000)	0.00
RETIREMENT FUND	Retirement Administration	50,000	5,000	45,000	0.00
DEVELOPMENTALLY DISABLED FUND	Developmentally Disabled	1,000	4,500	(3,500)	0.00
CONSERVATION TRUST FUND	Conservation Trust	1,500	1,500	0	0.00
HEADSTART FUND	Headstart	100,000	100,000	0	0.00
WORKFORCE & BUSINESS CENTER FUND	Workforce	125,000	125,000	0	0.00
<b>Total Appropriation</b>		<b>\$1,029,000</b>	<b>\$816,000</b>	<b>\$213,000</b>	<b>0.00</b>

Fund Summary	Expenditure Amount	Revenue Amount	Use of Fund Balance	FTE
GENERAL FUND	\$751,500	\$580,000	\$171,500	0.00
RETIREMENT FUND	50,000	5,000	45,000	0.00
DEVELOPMENTALLY DISABLED FUND	1,000	4,500	(3,500)	0.00
CONSERVATION TRUST FUND	1,500	1,500	0	0.00
HEADSTART FUND	100,000	100,000	0	0.00
WORKFORCE & BUSINESS CENTER FUND	125,000	125,000	0	0.00
<b>Total Appropriation</b>	<b>\$1,029,000</b>	<b>\$816,000</b>	<b>\$213,000</b>	<b>0.00</b>



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Spaceport Master Plan
<b>FROM:</b> Raymond H. Gonzales, County Manager Chris Kline, Deputy County Manager Benjamin Dahlman, Finance Director Jen Tierney Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Colorado Air and Space Port
<b>HEARD AT STUDY SESSION ON:</b> NA
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an agreement with Kimley-Horn and Associates, Inc. to provide a Spaceport Master Plan.

### **BACKGROUND:**

Colorado Air and Space Port (CASP) is seeking the services of a qualified firm to assist in preparing a Spaceport Master Plan (SMP). The SMP is a comprehensive study that analyzes current spaceport conditions and market trends, forecasts future activity levels, and assesses facility requirements to accommodate current and future needs. The results of the study will be documented in a technical report to help establish the goals of the project to ensure that spaceport needs are met in a feasible and fiscally responsible manner and are compatible with other aeronautical and non-aeronautical users.

A formal Request for Proposal was posted on BidNet Direct and proposals were opened on December 11, 2019. Two proposals were received: Kimley-Horn and Associates, Inc., and Jacobs Engineering Group, Inc. Review of the submitted proposals were conducted by an evaluation team. Each proposal was evaluated on the following criteria:

- Commercial spaceport and airport aviation qualifications and experience;
- Key qualification of key personnel assigned to the project;
- Cost;
- Demonstrated capability to meet schedules, FAA, and County requirements;
- Capability to provide the County with all environmental compliance and engineering services;
- Capability to handle small airport projects to large multi-year AIP projects and conduct value engineering studies, and their degree of interest to undertake the project.

After a thorough evaluation of all proposals, the evaluation committee felt that all proposals submitted could provide a spaceport master plan. Kimley-Horn and Associates, Inc., received the highest score, and the evaluation committee confirmed that Kimley-Horn and Associates, Inc., submittal was the best value to the County.

The Committee recommendation is to award a two-year agreement to Kimley-Horn and Associates, Inc., in the not to exceed amount of \$594,005.96.

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

Colorado Air and Space Port

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 43
<b>Cost Center:</b> 4315

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	7685		\$594,005.96
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			\$594,005.96

**New FTEs requested:**  YES  NO

**Future Amendment Needed:**  YES  NO

**Additional Note:**

The decision to proceed with this project occurred too late to include it in the normal budget process. The need for a dedicated Spaceport Master Plan to supplement the Airport Master Plan became apparent during a SWOT analysis that was completed last year looking at CASP's competitive position in relation to the other Commercial Spaceports. Three of the eight horizontal launch facilities have current Spaceport Master Plans and we identified that we have significant infrastructure needs to remain competitive. This Spaceport Master Planning process will be critical in helping to prioritize these infrastructure needs and ensure that CASP remains competitive

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN  
ADAMS COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC.,  
TO PROVIDE A SPACEPORT MASTER PLAN

WHEREAS, Kimley-Horn and Associates, Inc., submitted a proposal on December 11, 2019, to provide a spaceport master plan; and,

WHEREAS, after thorough evaluation it was determined that Kimley-Horn and Associates, Inc., was the most responsive and responsible proposer; and,

WHEREAS, Kimley-Horn and Associates, Inc., agrees to provide the services over two years in the total amount not to exceed \$594,005.96.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement to Kimley-Horn and Associates, Inc., to provide a spaceport master plan is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with Kimley-Horn and Associates, Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Crushed Recycled Aggregates
<b>FROM:</b> Raymond H. Gonzales, County Manager Chris Kline, Deputy County Manager Benjamin Dahlman, Finance Director Jennifer Tierney-Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an agreement with Allied Recycled Aggregates to supply crushed recycled aggregate materials.

**BACKGROUND:**

Public Works, Operations Division utilizes recycled aggregates for multiple maintenance functions which include gravel road resurfacing, road shouldering, and asphalt full depth patching. Recycled aggregates are often proportioned and blended with other gravel materials to produce a finished product that meets specifications.

Recycled aggregates are a preferred material based on specific qualities, environmental/sustainability incentives, and the reduction of overall operating costs without sacrificing performance expectations.

A formal Invitation for Bid (IFB) was solicited utilizing BidNet Direct on January 28, 2020. The County received four (4) bid responses on February 18, 2020 from the following vendors:

	<b>Recycled Concrete Per Ton</b> (Est. QTY 26,000 Tons)	<b>Recycled Asphalt Per Ton</b> (Est. QTY 13,000 Tons)	<b>Total Extended Cost</b>
<b>Allied Recycled Aggregates</b>	\$9.36	\$9.65	\$368,810.00
<b>Colorado Aggregate Recycling</b>	\$13.69	\$13.69	\$533,910.00
<b>Green Dream, LLC</b>	\$14.90	\$14.90	\$581,100.00
<b>Burnco Colorado, LLC</b>	\$15.05	No Submission	\$391,300.00

After a thorough review and acknowledgment that freight was the primary driving factor, staff determined that Allied Recycled Aggregates is the lowest responsive and responsible bidder. Allied Recycled Aggregates meets the minimum requirements set forth in the IFB.

Staff recommends the contract be awarded to Allied Recycled Aggregates, Inc., in the not to exceed amount of \$368,810.00.

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

Public Works

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 13
<b>Cost Center:</b> 3031

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7470.1		\$875,000
	7470.2		\$10,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$885,000</u>

New FTEs requested:  YES  NO

Future Amendment Needed:  YES  NO

**Additional Note:**

- 3031.7470.1 \$359,450.00 – Gravel Maintenance
- 3031.7470.2 \$9,360.00 – Pavement Maintenance

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND  
ALLIED RECYCLED AGGREGATES FOR CRUSHED RECYCLED AGGREGATES

WHEREAS, Allied Recycled Aggregates submitted a bid on February 18, 2020, to provide crushed recycled aggregates to Adams County; and,

WHEREAS, Allied Recycled Aggregates was the most responsive and responsible bidder to provide crushed recycled aggregates; and,

WHEREAS, Allied Recycled Aggregates agrees to provide crushed recycled aggregates in the not to exceed agreement amount of \$368,810.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with Allied Recycled Aggregates to provide crushed recycled aggregates is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with Allied Recycled Aggregates on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> 2020 Fugitive Dust Chloride Abatement
<b>FROM:</b> Raymond H. Gonzales, County Manager Chris Kline, Deputy County Manager Benjamin Dahlman, Finance Director Jennifer Tierney-Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an agreement with GMCO Corporation, for Fugitive Dust Chloride Abatement.

### **BACKGROUND:**

The Public Works Operations Division (Public Works) Fugitive Dust Control program has been developed pursuant to United States Environmental Protection Agency, guidance for Serious PM10 Nonattainment Areas Regulation No.1. Dust from unpaved roads. This program includes the application of chemical (80% magnesium chloride 20% sugar blend) and is formulated to control dust. Controlling fugitive dust will not prevent all emissions but will substantially reduce emissions and potential health hazards.

Public Works Department has identified roads to be treated for the 2020 gravel maintenance programs, which requires preparations to begin in early 2020. These preparations include establish applicator agreements to significantly reduce delays associated with ordering, manufacturing and delivery of vendor supplied materials.

A formal Invitation for Bid (IFB) was solicited utilizing Bidnet Direct on January 29, 2020. The County received two (2) responses on February 12, 2020, from the following firms:

2020 Fugitive Dust Control - Bid Tabulation						
Item Description	UOM	Est. QTY	GMCO Corporation		Envirotech Services Inc.	
			Unit	Extended	Unit	Extended
Contractor Applied Chloride 80/20 blend	Gal	256,000	\$ 0.768	\$ 196,608.00	\$ 0.96	\$ 245,760.00
County Applied Chloride 80/20 blend	Gal	84,000	\$ 0.708	\$ 59,472.00	\$ 0.90	\$ 75,600.00
<b>Total Bid</b>			<b>\$</b>	<b>256,080.00</b>	<b>\$</b>	<b>321,360.00</b>

After a thorough review, staff determined that GMCO Corporation, is the lowest responsive and responsible bidder.

Staff recommends the project be awarded to GMCO Corporation, in the not to exceed amount of \$256,080.00.

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

Public Works

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund: 13</b>			
<b>Cost Center: 3031</b>			
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7415		\$255,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$255,000.00</u>

New FTEs requested:  YES  NO

Future Amendment Needed:  YES  NO

**Additional Note:** The overall amount is \$1K over the object line item budgeted amount, of \$255K, however will not impact the fund level and will not require budget amendment.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE AGREEMENT BETWEEN ADAMS COUNTY AND  
GMCO CORPORATION, FOR 2020 FUGITIVE DUST CHLORIDE ABATEMENT

WHEREAS, GMCO CORPORATION, submitted a proposal to provide the 2020 Fugitive Dust Chloride Abatement Services for the 2020 Gravel Maintenance programs; and,

WHEREAS, GMCO CORPORATION, is deemed the most responsive, and responsible bidder to provide the 2020 Fugitive Dust Chloride Abatement Services for the 2020 Gravel Maintenance programs; and,

WHEREAS, GMCO CORPORATION, has agreed to provide the 2020 Fugitive Dust Chloride Abatement Services for identified roads to be rehabilitated for the 2020 Gravel Maintenance programs, in the not to exceed amount of \$256,080.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement between Adams County and GMCO CORPORATION, to provide 2020 Fugitive Dust Chloride Abatement Services for the 2020 Gravel Maintenance programs is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with GMCO CORPORATION, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 10, 2020
<b>SUBJECT:</b> Adams County Day Works Pilot Program
<b>FROM:</b> Raymond H. Gonzales, County Manager Chris Kline, Deputy County Manager Benjamin Dahlman, Finance Director Jennifer Tierney-Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Community Safety and Well-Being Department
<b>HEARD AT STUDY SESSION ON:</b> February 25, 2020
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an agreement with Bayaud Enterprises for the Adams County Day Works Pilot Program.

### **BACKGROUND:**

The Community Safety and Well-Being Department is pursuing a nonprofit organization to partner in piloting a low to no barrier employment program. This Day Works Program will benefit those who are experiencing homelessness and will offer onsite support services, same day cash and long term follow up activities. The nonprofit organization will create supported work environments that are safe and accessible to individuals who are interested in re-engaging with the workforce.

A formal Request for Proposal (RFP) was posted on BidNet to provide a Day Works Pilot Program for the community of Adams County in October 2019. One proposal was received; however, it did not conform to any of the requirements of the RFP and was therefore deemed non-responsive.

The City and County of Denver solicited the same Day Works Program and awarded their agreement to Bayaud Enterprises. The agreement included cooperative language, the use of cooperative agreements adheres to the Adams County Purchasing Policy, Appendix E – Cooperative, Single, and Sole Source Purchases.

The recommendation is that the Board of County Commissioners approves the use of a Cooperative Agreement with Bayaud Enterprises to provide a Day Works Pilot Program in the not to exceed amount of \$483,661.00.

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

Community Safety and Well-Being

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 01
<b>Cost Center:</b> 1039

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
*Add'l Operating Expenditure not included in Current Budget:	7685		\$483,661.00
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> 483,661.00

**New FTEs requested:**                     YES             NO

**Future Amendment Needed:**         YES             NO

**Additional Note:**

\*Budget Amendment will be done to appropriate funds for the program

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY  
AND BAYAUD ENTERPRISES FOR THE ADAMS COUNTY  
DAY WORKS PILOT PROGRAM

WHEREAS, the Community Safety and Well Being Department has budgeted \$483,661.00 for a Day Works Pilot Program; and,

WHEREAS, the City and County of Denver formally solicited a Day Works Program; and,

WHEREAS, the City and County of Denver's agreement includes cooperative language, the use of cooperative agreements adheres to the Adams County Purchasing Policy, Appendix E – Cooperative, Single, and Sole Source Purchases; and,

WHEREAS, Bayaud Enterprises agrees to provide the Day Works Pilot Program in the not to exceed amount of \$483,661.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with Bayaud Enterprises to provide Day Works Pilot Program is hereby approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement with Bayaud Enterprises on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

**CASE NO.: PLN2020-00002**

**CASE NAME: CHAPTER 4 TEXT AMENDMENTS – Marijuana Hospitality**

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- 3.2 Arapahoe County Public Works
- 3.3 Brighton Fire
- 3.4 Colorado Department of Transportation
- 3.5 Division of Water Resources
- 3.6 South Adams County Water and Sanitation
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**EXHIBIT 4 – Public Comments**

- 4.1 Rita Tsalyuk – Yuma Way – Berkeley Dispensary
- 4.2 Michael Eymer – Colorado Cannabis Tours
- 4.3 Heidi Keyes – Co-Founder/President Puff Pass and Paint & Cannabis Tours

**EXHIBIT 5 – Associated Case Materials**

- 5.1 Request for Comments
- 5.2 Newspaper Publication
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**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**March 10, 2020**

CASE No.:	<b>PLN2020-00002</b>
CASE NAME:	<b>Chapter 4 Text Amendments – Marijuana Hospitality</b>
Applicant's Name:	Adams County Community & Economic Development Department
Applicant's Address:	4430 S. Adams County Parkway, Brighton, CO 80601
Location of Request:	Unincorporated Adams County
Nature of Request:	Text Amendments to the County’s Development Standards and Regulations, specific to marijuana hospitality
Hearing Date(s):	<b>PC: February 27, 2020/ 6:00 pm</b>
	<b>BoCC: March 10, 2020/ 9:30 am</b>
Report Date:	February 21, 2020
Case Manager:	Andrea Berg
Staff Recommendation:	APPROVAL with 3 Findings-of-Fact and 1 Condition

**SUMMARY OF APPLICATION**

**Background:**

On May 29, 2019 HB19-1230 Marijuana Hospitality Establishments was signed into law. The bill authorizes marijuana hospitality spaces in which marijuana may be consumed at stand-alone hospitality establishments and retail marijuana hospitality and sales establishments in which retail marijuana, retail marijuana concentrate, and retail marijuana products may be sold and consumed on site in the establishment’s hospitality space.

On July 23, 2019, in study session, the Community and Economic Development Department presented information regarding HB19-1230 Marijuana Hospitality Establishments. The Board of County Commissioners gave direction to move forward with researching and presenting possible options to implement licenses for marijuana hospitality establishments.

On November 12, 2019, in study session, the Community and Economic Development Department presented possible options for moving forward with licensing marijuana hospitality establishments. However, the Marijuana Enforcement Division had just released their rule making regarding these types of establishments on November 5, 2019. The Board of County Commissioners gave direction to further research the rule making and return to study session with specifics related to the rule making as well as options for licensing.

On January 21, 2020, in study session, the Community and Economic Development Department presented information related to the rule making from the Marijuana Enforcement Division. In addition, staff presented possible options for moving forward with licensing. The Board of County Commissioners gave direction to further research licensing options, geographical zone districts, types of hospitality establishments, as well as setbacks and zoning related to these types of establishments. Direction was also given to amend the Development Standards and Regulations to prohibit hospitality establishments until research and stakeholder outreach is performed, which will inform what types of establishments the County wants, where they may be located, and how they should be regulated. At that time, the Development Standards will again be amended to include regulations for these establishments.

This proposed text amendment to the Development Standards and Regulations includes updates to Chapter 4 that prohibit marijuana hospitality establishments. Text amendments to Chapter 4 are required to be able to prohibit this type of use until additional text amendments can be written to allow for and sufficiently regulate this use.

For redlines of Chapter 4, please see Exhibit 2 or visit the County website at <http://www.adcogov.org/regulation-amendments>.

#### **Development Standards and Regulations:**

Section 2-02-15 of the Adams County Development Standards and Regulations details the procedures for amendments to the text of the standards and regulations. Only the Board of County Commissioners may, after a recommendation from the Planning Commission, adopt a resolution amending the text of the standards and regulations.

#### ***Summary of Text Amendments***

Section 4-18 of the Adams County Development Standards and Regulations details the general conditions for marijuana establishments. An additional item has been added to the section to prohibit Marijuana Hospitality Establishments and Retail Marijuana Hospitality and Sales Establishments as defined in C.R.S. § 44-12-103, as amended, are prohibited.

The Board of County Commissioners would like to take the time necessary to fully research and develop regulations that would address the marijuana hospitality use. During this time, the marijuana hospitality use is prohibited. Per Section 3-09-07, all uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of the Development Standards and Regulations, are prohibited.

#### ***Staff Analysis***

Section 2-02-15-06-01 of the Development Standards and Regulations lists three criteria for approval for text amendments. The first two criteria require consistency with the Comprehensive Plan and the purpose of the Development Standards. The third criterion requires the text amendment to not be detrimental to the majority of persons or property in the surrounding areas nor to the community in general. The changes proposed in this text amendment are consistent with the Comprehensive Plan, the purpose of the regulations, and not detrimental to the citizens of Adams County.

### **Planning Commission Update**

The Planning Commission (PC) considered this case on February 27, 2020 and voted (7-0) to recommend approval of the request.

### **Staff Recommendation:**

It is staff's determination that the request is consistent with the Adams County's Comprehensive Plan, the purpose of the standards and regulations, and will not be detrimental to the property owners nor the community in general. Based upon the criteria for approving a text amendment, staff recommends approval of this request with 3 findings-of-fact and 1 condition.

### **RECOMMENDED FINDINGS-OF-FACT**

1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these standards and regulations.
3. The text amendment will not be detrimental to the majority of persons or property in the surrounding areas nor to the community in general.

### **RECOMMENDED Condition of Approval**

1. The Community and Economic Development Department staff may make minor corrections to these text amendments until March 31, 2020, including but not limited to, typographical errors, to ensure consistency and accuracy throughout the regulations.

### **PUBLIC COMMENTS**

Three public comments were received (Exhibit 4). Rita Tsalyuk with Yuma Way – Berkeley Dispensary stated it is understood the marijuana hospitality establishments are prohibited. They are interested in obtaining a license once they are available and would plan to operate the hospitality establishment in conjunction with a restaurant and spa.

Michael Eymer with Colorado Cannabis Tours responded stating he disagrees with the approach and that prohibiting these operations will encourage black market “private clubs” where cannabis consumption will continue without regulations and potentially in an unsafe manner. He asks that provisional licenses or permits be offered for a reasonable fee to allow current good consumptions and hospitality operators to continue services until permanent regulations are established. He also offers that current operators could work with staff to create a robust licensing structure.

Heidi Keyes with Puff Pass and Paint and Cannabis Tours responded stating if the county goes through with its ban, she will be forced to close and all of her hard work building her brand and business over the last six years will be placed in jeopardy. She would like the opportunity to continue operating. She would like the county to reconsider and allow current operators to continue doing business as is or with a provisional license or permit until a full ordinance is voted on in the future.

## COUNTY AGENCY COMMENTS

Adams County Code Compliance responded saying they did not have any comments at this time.

## REFERRAL AGENCY COMMENTS

The following referral agencies provided responses to the proposed text amendments (Exhibit 3).

### **Responding without Concerns:**

Arapahoe County Engineering  
Arapahoe County Planning  
Brighton Fire  
Division of Water Resources  
Colorado Department of Transportation  
South Adams County Water and Sanitation District  
Xcel Energy

### **Notified but not Responding / Considered a Favorable Response (See Exhibit 5.3):**

Cities  
Citizen groups  
Counties  
Ditch companies  
Federal Agencies  
Fire Districts  
Recreational Districts  
Regional Agencies  
State Agencies  
Utilities  
Water and Sanitation Districts

**Exhibit 2 – Text of Proposed Changes**

branch extends into or over the sidewalk or trail. All tree limbs shall be trimmed so as not to interfere with sight distance triangles in accordance with these standards and regulations.

3. *Duty to Control Interfering Roots:* Dangerous trees upon a lot whose roots are causing interference with public sidewalks or utilities shall be controlled or removed.

4-18

## MARIJUANA ESTABLISHMENTS<sup>ii</sup>

1. The purpose of the following general performance standards is to address elements of planning, design, operation and maintenance to be applied to all marijuana establishments in Adams County. Any use-specific performance standards contained in these standards and regulations shall also be applied. Where a use-specific performance standard conflicts with a general performance standard, the use-specific standard shall apply.
2. Prior to the operation of any marijuana establishment, a license must be obtained from the state of Colorado, and either a building permit or a change-in-use permit must be obtained from Adams County, as applicable.
3. Uses established pursuant to this section shall at all times be in complete compliance with the terms and conditions of its marijuana establishment license for licenses issued by the state of Colorado. In the event Adams County requires a local license, then every applicable marijuana establishment shall submit and receive approval of the license prior to operation. Marijuana establishments in operation prior to the establishment of a local licensing authority in Adams County shall submit and receive approval of a local license from the local licensing authority within 90 days of the anniversary of initial certificate of occupancy and/or final inspection.
4. No marijuana establishment shall be allowed as a home occupation use.
5. Distances are measured from property line to property line.
6. Where a medical marijuana center and a medical marijuana optional premises cultivation operation or where a retail marijuana store and a retail marijuana cultivation facility are located on the same site in a commercial zone district, the cultivation operation / facility shall be no more than twice the size of the center / store.
7. No marijuana establishment shall be located in a residentially zoned or used building, or in a movable or mobile structure.

8. All marijuana establishment activities shall occur indoors.
9. All marijuana establishments shall develop properties in harmony with the surrounding area, and shall enhance design elements of buildings and properties accordingly.
10. Inspections of marijuana establishments may occur at any time with or without notice.
11. Best industrial practices to mitigate odor, noise, lights, vapors, fumes, and dust, such as scrubbers and filters, shall be utilized and functioning at all times.
12. These standards and regulations recognize the protections afforded by article xviii, section 14 of the Colorado constitution, and desires to affirm the ability of patients and primary caregivers to otherwise be afforded the protections of article xviii, section 14 of the Colorado constitution and §25-1.5-106, C.R.S. (2009).
13. These standards and regulations shall in no way limit application and enforcement of any statutes of the state of Colorado.
14. Marijuana Hospitality Establishments and Retail Marijuana Hospitality and Sales Establishments as defined in C.R.S § 44-12-103, as amended, are prohibited.

**4-18-01 MEDICAL MARIJUANA CENTER**

1. Permitted Zone District: Medical Marijuana Centers are only permitted in the C-3, C-4, C-5, I-1, I-2, and I-3 zone districts.
2. Location: No Medical Marijuana Center shall be located within 1,000 feet of any existing public or private elementary, middle, junior high or high school, state-licensed daycare homes and daycare centers in existence as of the date of application (based on information provided to the County by the State of Colorado), playground, and public housing facility.
3. Location: No Medical Marijuana Center shall be located within 100 feet of any existing place of worship, youth center, public swimming pool, video arcade, alcohol or drug rehabilitation facility, group home for the developmentally disabled, halfway house or correctional facility.
4. Location: No Medical Marijuana Center shall be located within 50 feet of any residentially zoned or used property.
5. Location: No Medical Marijuana Center shall be located within 750 feet of any other Medical Marijuana Center or Retail Marijuana Store.

**4-18-02 RETAIL MARIJUANA STORE**

**Exhibit 3 – Referral Comments**

**From:** [Terri Maulik](#)  
**To:** [Andrea Berg](#)  
**Subject:** AC Case No O20-023 Adams County PLN2020-00002 / Chapter 4  
**Date:** Thursday, February 06, 2020 3:41:19 PM  
**Attachments:** [image001.png](#)

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

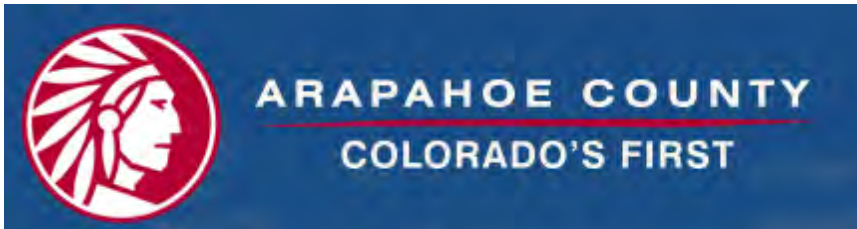
Andrea,

Thank you for the opportunity to review and comment on this project. The Arapahoe County Planning Division has no comments; however, other Divisions and/or Departments in Arapahoe County may submit comments.

*Terrí*

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**Terri L. Maulik | Duty Planner | Arapahoe County Public Works & Development**  
6924 S Lima St, Centennial, CO 80112-3853  
Direct: 720-874-6840 | Planning Main: 720-874-6650  
Website: <http://www.arapahoegov.com> | Citizen Access to ACA <https://citizenaccess.arapahoegov.com>



**From:** [Joseph Boateng](#)  
**To:** [Andrea Berg](#)  
**Subject:** Marijuana Establishments and Text Amendments Text Amendments  
**Date:** Thursday, February 20, 2020 1:50:21 PM

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

Andrea,  
Arapahoe County Engineering thanks you for giving us the opportunity for this review. The Engineering Division has no comments regarding the referral at this time based on the information submitted.

Sincerely,

**Joseph Boateng, P.E.**  
**Engineering I**  
**Arapahoe County Public Works & Development**  
6924 S Lima St, Centennial, CO 80112-3853  
Direct: 303-910-9268 | Main: 720-874-6575  
[jboateng@arapahoegov.com](mailto:jboateng@arapahoegov.com) <http://www.arapahoegov.com>

**Subject:** Adams County Request for Comments - Chapter 4 Text Amendments for Marijuana Hospitality

Good afternoon,

Attached is the request for comments for proposed amendments to Chapter 4 of the Adams County Development Standards and Regulations and the Marijuana Licensing Regulations, specific to Marijuana Hospitality Establishments (Case #PLN2020-00002).

Adams County is in the process of researching possible options for marijuana hospitality establishments. While this research is taking place, licenses for these establishments will not be available. The Marijuana Hospitality Establishment Use and Retail Marijuana Hospitality and Sales Establishment use are prohibited.

Comments on this case are due to me by **Thursday, February 20, 2020**. A redlined draft of Chapter 4 and the Marijuana Licensing Regulations. These redlined drafts have been posted on the County's website at <http://www.adcogov.org/regulation-amendments>. You can also view the request for comments at <http://www.adcogov.org/planning/currentcases>.

Please send your comments and questions to me at [aberg@adcogov.org](mailto:aberg@adcogov.org). Thanks in advance for your review of this case.

Thank you,

Andrea

**Andrea J. Berg**

Customer & Process Development Manager, *Community & Economic Development*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, Suite W2000

Brighton, CO 80601

o: 720.523.6960 | [aberg@adcogov.org](mailto:aberg@adcogov.org)

[www.adcogov.org](http://www.adcogov.org)

**From:** [BFR Plan Reviews](#)  
**To:** [Andrea Berg](#)  
**Subject:** RE: Adams County Request for Comments - Chapter 4 Text Amendments for Marijuana Hospitality  
**Date:** Thursday, February 13, 2020 2:21:41 PM  
**Attachments:** [image003.png](#)

---

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

Hi Andrea,

At this time the fire department has no questions or concerns.

Thanks,



**Matt Wood**

Fire Inspector  
Brighton Fire Rescue District  
500 S. 4<sup>th</sup> Ave – 3<sup>rd</sup> Floor  
Brighton CO 80601  
Office: 303.654.8041  
[www.brightonfire.org](http://www.brightonfire.org)

---

**From:** Andrea Berg <ABerg@adcogov.org>  
**Sent:** Thursday, January 30, 2020 4:36 PM  
**To:** Andrea Berg <ABerg@adcogov.org>; Eric Guenther <EGuenther@adcogov.org>; Andrea Berg <ABerg@adcogov.org>; tmcbride@co.adams.co.us; Tricia Allen <tallen@adamscountyed.com>; Gail Moon <GMoon@adcogov.org>; seminoegrandma@gmail.com; DMCF003@YAHOO.COM; martinccinc@msn.com; sharonwhitehair@gmail.com; grgalcaro@aol.com; frankdoyle@tds.net; robinodo@yahoo.com; nsmcommunity@gmail.com; wadleyfarmshoa@msn.com; perditta@comcast.net; dbrown@darrelbrown.net; rmconnell@arvada.org; jbradford@brightonco.gov; twilliams@ci.federal-heights.co.us; bsvoboda@northglenn.org; developmentsubmittals@cityofthornton.net; mcummins@cityofwestminster.us; bdetweiler@crgov.com; steve.nalley@denvergov.org; lgonzales@brightonco.gov; carol.brown@ci.denver.co.us; jwolfort@jeffco.us; tparko@co.weld.co.us; bgorrell@co.morgan.co.us; elainekleckner@elpasoco.com; richard.miller@elbertcounty.co.gov; planningsubmittals@douglas.co.us; bkrugmir@cityofwestminster.us; stevenljansson@cs.com; manager@henrylyn.com; jerry.foster@denverwater.org; manuel@farmersres.com; gb173@outdrs.net; zfppc@earthlink.net; manuel@farmersres.com; don.halffield@xcelenergy.com; christensen.stanley@epa.gov; mary.c.dobyns@usps.gov; barb.fitzpatrick@fema.gov; jrodriqu@email.usps.gov; linda.bruce@faa.gov; rothenmeyer.william@epa.gov; timothy.t.carey@usace.army.mil; susan.ulrich@us.army.mil; Erlinda.J.Martinez@USPS.gov; jon.greer@arvadafire.com; firedept@cityofthornton.net; cwjones@auroragov.org; Chief Earl Cumley <ecumley941@aol.com>; CalebConnor@BennettFireRescue.org; dhall@ci.westminster.co.us; sgosselin@northmetrofire.org; Joe Bruce <jbruce@northmetrofire.org>; Aaron Clark

<AClark@adcogov.org>; abertanzetti@broomfield.org; matt.stockton@cityofthornton.net; matt.stockton@cityofthornton.net; Justin Blair <jblair@adcogov.org>; kmonti@sd27j.org; BFR Plan Reviews <planreviews@brightonfire.org>; cwilder@acfpd.org; Dave Ruppel <DRuppel@adcogov.org>; Tim.Hester@flydenver.com; kmartens@mcrea.org; hausenberger@blingfoo.com; Katie Keefe <KKeefe@adcogov.org>; Rick Reigenborn <RReigenborn@adcogov.org>; smiller@adcogov.org; Lisa Culpepper <LCulpepper@adcogov.org>; referrals@arapahogov.com; pingrum@auroragov.org; dmerkle@bennett.co.us; julie.seagren@denverwater.org; bradley.sheehan@state.co.us; richard.coffin@state.co.us; sean.hackett@state.co.us; sean.hackett@state.co.us; serena.rocksund@state.co.us; Marissa Hillje <MHillje@adcogov.org>; dmartinelli@c3gov.com; PatrickStock@crestviewwater.net; smcloutier@up.com; deertraileastadams@gmail.com; deertraileastadams@gmail.com; brandyn.wiedrich@centurylink.com; tbarnhart@hylandhills.org; Donna.L.George@xcelenergy.com; ebarenberg@owen-engineering.com; manager@northpecoswater.org; jjamsey@nwsbsd.com; DANMICEK54@COMCAST.NET; ljohnson@sdmsi.com; Aaron Clark <AClark@adcogov.org>; amoreno@sacwsd.org; angie@strasburgparks.org

**Subject:** Adams County Request for Comments - Chapter 4 Text Amendments for Marijuana Hospitality

Good afternoon,

Attached is the request for comments for proposed amendments to Chapter 4 of the Adams County Development Standards and Regulations and the Marijuana Licensing Regulations, specific to Marijuana Hospitality Establishments (Case #PLN2020-00002).

Adams County is in the process of researching possible options for marijuana hospitality establishments. While this research is taking place, licenses for these establishments will not be available. The Marijuana Hospitality Establishment Use and Retail Marijuana Hospitality and Sales Establishment use are prohibited.

Comments on this case are due to me by **Thursday, February 20, 2020**. A redlined draft of Chapter 4 and the Marijuana Licensing Regulations. These redlined drafts have been posted on the County's website at <http://www.adcogov.org/regulation-amendments>. You can also view the request for comments at <http://www.adcogov.org/planning/currentcases>.

Please send your comments and questions to me at [aberg@adcogov.org](mailto:aberg@adcogov.org). Thanks in advance for your review of this case.

Thank you,

Andrea

**Andrea J. Berg**

Customer & Process Development Manager, *Community & Economic Development*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, Suite W2000

Brighton, CO 80601

o: 720.523.6960 | [aberg@adcogov.org](mailto:aberg@adcogov.org)

[www.adcogov.org](http://www.adcogov.org)

**From:** [Loeffler - CDOT, Steven](#)  
**To:** [Andrea Berg](#)  
**Cc:** [Bradley Sheehan - CDOT](#)  
**Subject:** Re: Adams County Request for Comments - Chapter 4 Text Amendments for Marijuana Hospitality  
**Date:** Wednesday, February 05, 2020 9:29:44 AM

---

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

Andrea,

I have reviewed the referral request for comments for proposed amendments to Chapter 4 of the Adams County Development Standards and Regulations and the Marijuana Licensing Regulations, specific to Marijuana Hospitality Establishments and have no objections.

Thank you for the opportunity to review this referral.

**Steve Loeffler**  
Permits Unit- Region 1



P 303.757.9891 | F 303.757.9886  
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204  
[steven.loeffler@state.co.us](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)

On Thu, Jan 30, 2020 at 4:38 PM Andrea Berg <[ABerg@adcogov.org](mailto:ABerg@adcogov.org)> wrote:

Good afternoon,

Attached is the request for comments for proposed amendments to Chapter 4 of the Adams County Development Standards and Regulations and the Marijuana Licensing Regulations, specific to Marijuana Hospitality Establishments (Case #PLN2020-00002).

Adams County is in the process of researching possible options for marijuana hospitality establishments. While this research is taking place, licenses for these establishments will not be available. The Marijuana Hospitality Establishment Use and Retail Marijuana Hospitality and Sales Establishment use are prohibited.

Comments on this case are due to me by **Thursday, February 20, 2020**. A redlined draft of Chapter 4 and the Marijuana Licensing Regulations. These redlined drafts have been posted on the County's website at <http://www.adcogov.org/regulation-amendments>. You can also view the request for comments at <http://www.adcogov.org/planning/currentcases>.

Please send your comments and questions to me at [aberg@adcogov.org](mailto:aberg@adcogov.org). Thanks in advance for your review of this case.

Thank you,

Andrea



**Andrea J. Berg**

Customer & Process Development Manager, *Community & Economic Development*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, Suite W2000

Brighton, CO 80601

o: 720.523.6960 | [aberg@adcogov.org](mailto:aberg@adcogov.org)

[www.adcogov.org](http://www.adcogov.org)

**From:** [Williams - DNR, Joanna](#)  
**To:** [Andrea Berg](#)  
**Subject:** Re: Adams County Request for Comments - Chapter 4 Text Amendments for Marijuana Hospitality  
**Date:** Monday, February 03, 2020 7:49:25 AM

---

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

Good Morning Andrea,  
The Division of Water Resources does not have any comments on the proposed amendments.  
Regards,  
Joanna

On Thu, Jan 30, 2020 at 4:38 PM Andrea Berg <[ABerg@adcogov.org](mailto:ABerg@adcogov.org)> wrote:

Good afternoon,

Attached is the request for comments for proposed amendments to Chapter 4 of the Adams County Development Standards and Regulations and the Marijuana Licensing Regulations, specific to Marijuana Hospitality Establishments (Case #**PLN2020-00002**).

Adams County is in the process of researching possible options for marijuana hospitality establishments. While this research is taking place, licenses for these establishments will not be available. The Marijuana Hospitality Establishment Use and Retail Marijuana Hospitality and Sales Establishment use are prohibited.

Comments on this case are due to me by **Thursday, February 20, 2020**. A redlined draft of Chapter 4 and the Marijuana Licensing Regulations. These redlined drafts have been posted on the County's website at <http://www.adcogov.org/regulation-amendments>. You can also view the request for comments at <http://www.adcogov.org/planning/currentcases>.

Please send your comments and questions to me at [aberg@adcogov.org](mailto:aberg@adcogov.org). Thanks in advance for your review of this case.

Thank you,

Andrea



**Andrea J. Berg**

Customer & Process Development Manager, *Community & Economic Development*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, Suite W2000

Brighton, CO 80601

o: 720.523.6960 | [aberg@adcogov.org](mailto:aberg@adcogov.org)

[www.adcogov.org](http://www.adcogov.org)

--

**Joanna Williams, P.E.**  
Water Resource Engineer



P 303.866.3581 x 8265  
1313 Sherman Street, Room 821, Denver, CO 80203  
[Joanna.Williams@state.co.us](mailto:Joanna.Williams@state.co.us) | [www.colorado.gov/water](http://www.colorado.gov/water)

**From:** [Jeff Nelson](#)  
**To:** [Andrea Berg](#)  
**Cc:** [Gary Bassett](#)  
**Subject:** Mary J process  
**Date:** Friday, January 31, 2020 9:25:40 AM  
**Attachments:** [image001.png](#)

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

Andrea

If you could email me and keep me in the loop in going through your Marijuana regulations I will be the point of contact for SACWSD. I have the current comments.

- a. See SACWSD Rules and Regulations regarding multi-tenant buildings and required water and sanitary sewer services.
- b. All remodels, new construction shall be reviewed by SACWSD Wastewater Dept. for backflow and effluent outfall regulations.

Sincerely,

**Jeff Nelson**  
Development Review Supervisor  
[jnelson@sacwsd.org](mailto:jnelson@sacwsd.org)

South Adams County Water & Sanitation District  
10200 East 102<sup>nd</sup> Avenue, Henderson, CO 80640

Direct: 720-206-0593, Cell: 720-530-8396





Right of Way & Permits  
1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3284  
donna.l.george@xcelenergy.com

February 21, 2020

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Andrea Berg

**Re: Chapter 4 Text Amendments for Marijuana Hospitality  
Case # PLN2020-00002**

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the documentation for **Chapter 4 Text Amendments for Marijuana Hospitality** and has **no apparent conflict**.

Donna George  
Right of Way and Permits  
Public Service Company of Colorado dba Xcel Energy  
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

**Exhibit 4 – Public Comments**

**From:** [Rita Tsalyuk](#)  
**To:** [Andrea Berg](#)  
**Subject:** Chapter 4 Text Amendments for Marijuana Hospitality  
**Date:** Thursday, February 20, 2020 5:00:03 PM

---

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

Dear Andrea,

Thank you for the opportunity to send you our feedback on Marijuana Hospitality Amendments.

I am not exactly sure what you are looking for. Do you just want for us to comment on language below?

"14. Marijuana Hospitality Establishments and Retail Marijuana Hospitality and Sales Establishments as defined in C.R.S § 44-12-103, as amended, are prohibited."

We do understand that until Hospitality Establishments are specifically allowed, they are prohibited.

Our vision is to have a stand-alone Marijuana Hospitality and Sales establishment, which will be a license in conjunction with other underlining business like a restaurant or a spa. We are hoping that this license will be able to engage in sales as permitted for Marijuana Hospitality licenses by MED.

We understand that not all Adams County Commissioners are in favor of Marijuana Hospitality establishments, and we are working on a plan to convince them otherwise, and to demonstrate how these establishments will benefit residents and businesses around, promote responsible consumption, and bring tax dollars to the county.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Rita Tsalyuk  
Yuma Way - Berkeley Dispensary  
(303) 522-8633



**Colorado Cannabis Tours**  
**381 E 55th Ave**  
**Denver, CO**  
**80216**

February 20th, 2020

Andrea Berg  
Customer & Process Development Manager, Community & Economic Development  
Adams County, Colorado  
4430 S. Adams County Parkway, Suite W2000  
Brighton, CO 80601

Re: Comments to Adams County on Marijuana Hospitality Establishments:

Ms. Berg,

Thank you for considering our comments on marijuana regulations, in particular the draft ordinance on "Marijuana Hospitality Establishments." My company has operated as a safe space for consumers and tourists to learn about, experience and enjoy cannabis. We coordinate tours to partner dispensaries and highlight community oriented activities in Adams County for our clients who visit from out of state to experience in a way that benefits the county. We have operated safely in the area for over 2 years without incidence or complaint; in fact many of our customers praise the experience and comment about how they will come back to visit because of the positive experience we gave them. We are proud of our business model and enjoy operating in Adams County.

I am writing in regards to the proposed draft that amends Chapter 4 to prohibit marijuana hospitality establishments. I strongly disagree with this approach and caution the commission that prohibiting these operations will only encourage a black market of "private clubs" where cannabis consumption will continue without regulations and in a potentially unsafe manner without guidance on education or consideration of positive community impact. Instead, I ask that the commission consider offering provisional licenses or permits for a reasonable fee to allow current good consumption and hospitality operators to continue services until permanent regulations are later established in the county.

The benefit of offering a provisional license or permit to current operators is that safe areas for consumption will continue to be available with transparency. There will be no sales and current operators could continue to operate as they always have with increased accountability while simultaneously working with the commissioners and staff to create robust licensing structure for regulated hospitality establishments with plans to positively benefit the community. We can

continue to employ our staff of 40+ individuals who rely on this income to support themselves and pay taxes and fees without ceasing operations and having to restart them again in several months, likely causing our business to declare bankruptcy. Without provisional licenses or an ability to offer safe and transparent spaces for consumers, I fear that many operators will retreat to the gray market of “private clubs” where there are no enforceable mechanisms through the county to ensure safe consumption of cannabis nor force them to close without a potentially expensive and publicly damaging legal battle.

Provisional licenses or permits will offer much needed transparency and will increase accountability to current operators and regulators in how these establishments operate for when they are allowed and further regulated in the future. Without this option, Adams County will be creating an environment where “private clubs” will proliferate, much like they do in Denver and Colorado Springs. We ask that you consider this solution as a fair compromise that creates much needed transparency and accountability and allows stability for employees and consumers alike. Thank you.

Regards,

A handwritten signature in black ink that reads "Michael Eymer". The signature is written in a cursive, flowing style.

Michael Eymer

February 19th, 2020

Andrea Berg  
Customer & Process Development Manager, Community & Economic Development  
Adams County, Colorado  
4430 S. Adams County Parkway, Suite W2000  
Brighton, CO 80601

Re: Comments to Adams County on Marijuana Hospitality Establishments:

Ms. Berg,

My name is Heidi Keyes, and I am the Co-founder and President of Puff, Pass & Paint, and Cannabis Tours, which have been operating in the Denver area since 2014, and in Adams County for the past several years. We have operated during this time without incident, and have thoroughly enjoyed the community relationships we've been able to build with our customers and neighbors. I am a small business owner who started my company out of my house, simply as something I was extremely passionate about and enjoyed, and have grown my business into a beautiful shared commercial space where people come to create art and enjoy cannabis.

Every day I feel so incredibly grateful that something I care about so much has turned into a business that serves tens of thousands of customers per year. I have now grown that business to 11 cities in 7 states. My company Puff, Pass & Paint has been written up and praised in many media outlets as a creative success. I have to say, it is incredibly difficult to be a woman-owned small business, particularly in the cannabis space. However, I have been able to make it while I watch many of my colleagues fail, or worse, have their companies stolen from them by greedy investors. I am privileged enough to operate on a boutique scale and cater to a loyal customer base that I was put in a position to succeed. If the county goes through with its ban, I will be forced to close, and all of my hard work building my brand and business over the last six years will be placed in jeopardy. I know that is not the intent of the county, but unfortunately that will be the result.

The ability to operate in a transparent manner and in good faith as we have been is extremely important to us, and it is critical for us to continue to build good relationships with regulators. I am confident that we will continue to operate without incident and provide a much-needed safe space for people to legally consume cannabis, and also a place where they can ask questions about dosing and consumption that they may not feel comfortable asking in a dispensary. We would love the opportunity to continue our success with our business, and also in supporting the community at large, and being completely transparent about our efforts to operate.

I have had plenty of meetings with all the County Commissioners in regards to building a successful framework for cannabis hospitality businesses, and believed we were on a positive path and am now dismayed to see a ban being discussed. I hope the County reconsiders and

allows current operators to continue doing business as is or with a provisional license or permit until a full ordinance is voted on in the future.

Thank you so much for your consideration and please do not hesitate to contact me with any questions or concerns.

Heidi Keyes

Founder

Puff, Pass & Paint

720-737-9148

[Heidi@cannabistours.com](mailto:Heidi@cannabistours.com)

**Exhibit 5 – Associated Case Materials**



## Request for Comments

Case Name: Chapter 4 Text Amendments - Marijuana Establishments  
Text Amendments - Marijuana Licensing Regulations

Case Number: PLN2020-00002

January 30, 2020

Adams County Community and Economic Development Department is requesting comments on the following request:

### **Chapter 4 Text Amendments - Marijuana Establishments and Text Amendments Text Amendments - Marijuana Licensing Regulations**

This request is located at **County Wide**.

Applicant Information: Adams County  
Community and Economic Development Department  
4430 South Adams County Parkway  
Brighton, CO 80601

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 by **2/21/2020** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [ABerg@adcogov.org](mailto:ABerg@adcogov.org).

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request can be obtained by contacting this office or by accessing the Adams County website at <http://www.adcogov.org/regulation-amendments> or at <http://www.adcogov.org/planning/currentcases>.

Thank you for your review of this case.

A handwritten signature in blue ink that reads "Andrea J. Berg".

Andrea Berg  
Customer & Process Development Manager

Exhibit 5.2 Newspaper Notice

**POSTING PAPERS & DATES:**

<b>PAPER</b>	<b>SENT TO PAPER BY</b>	<b>PUBLISHED THE NEXT...</b>
Commerce City Sentinel	Fri, 1/31 By 12pm	Tue, 2/04
Brighton Blade	Fri, 1/31 By 12pm	Wed, 2/05
Westminster Window	Fri, 1/31 End of Business	Thu, 2/06
I-70 Scout	Tue, 2/04 End of Business	Fri, 2/07
Denver Post	Fri, 1/31	Mon, 2/3

**PUBLICATION REQUEST**

Regulation Amendments

Case Number: PLN2020-00002  
Planning Commission Hearing Date: February 27, 2020 at 6:00 pm  
Board of County Commissioners Hearing Date: March 10, 2020 at 9:30 am

Request: **Chapter 4 Text Amendments – Marijuana Establishments  
Marijuana Licensing Regulations Text Amendments**

Location: **County-wide**

Case Manager: Andrea Berg

Applicant: Adams County, Community and Economic Development Department  
4430 S. Adams County Pkwy.  
Brighton, CO 80601

## Commerce City Sentinel

### NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by **Adams County Community and Economic Development Department** Case # **PLN2020-00002** requesting: **Chapter 4 Text Amendments – Marijuana Establishments and Marijuana Licensing Regulations Text Amendments** on the following property:

#### APPROXIMATE LOCATION:

**County-wide**

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 – 1<sup>st</sup> Floor, on the **27<sup>th</sup> day of February, 2020**, 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 – 1<sup>st</sup> Floor, on the **10<sup>th</sup> day of March, 2020**, 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 **Andrea Berg** at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6960. 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  
JOSH ZYGIELBAUM, CLERK OF THE BOARD

**TO BE PUBLISHED IN THE February 04, 2020 ISSUE OF THE COMMERCE CITY SENTINEL EXPRESS**

Please reply to this message by email to confirm receipt or call **Kevin Mills** at 720.523.6800.

## Brighton Blade

### NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by **Adams County Community and Economic Development Department** Case # **PLN2020-00002** requesting: **Chapter 4 Text Amendments – Marijuana Establishments and Marijuana Licensing Regulations Text Amendments** on the following property:

#### APPROXIMATE LOCATION:

**County-wide**

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For further information regarding this case, please contact **Andrea Berg** at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6960. 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  
JOSH ZYGIELBAUM, CLERK OF THE BOARD

**TO BE PUBLISHED IN THE February 05, 2020 ISSUE OF THE OF THE BRIGHTON BLADE**

Please reply to this message by email to confirm receipt or call **Kevin Mills** at 720.523.6800.

## Westminster Window

### NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by **Adams County Community and Economic Development Department** Case # **PLN2020-00002** requesting: **Chapter 4 Text Amendments – Marijuana Establishments and Marijuana Licensing Regulation Amendments** on the following property:

#### APPROXIMATE LOCATION:

**County-wide**

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 – 1<sup>st</sup> Floor, on the **27<sup>th</sup> day of February, 2020**, 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 – 1<sup>st</sup> Floor, on the **10<sup>th</sup> day of March, 2020**, 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 **Andrea Berg** at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6960. 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  
JOSH ZYGIELBAUM, CLERK OF THE BOARD

**TO BE PUBLISHED IN THE February 06, 2020 ISSUE OF THE Westminster Window**

Please reply to this message by email to confirm receipt or call **Kevin Mills** at 720.523.6800.

## **I-70 Scout**

### **NOTICE OF PUBLIC HEARING FOR LANDUSE**

NOTICE IS HEREBY GIVEN, that an application has been filed by **Adams County Community and Economic Development Department** Case # **PLN2020-00002** requesting: **Chapter 4 Text Amendments – Marijuana Establishments and Marijuana Licensing Regulation Amendments** on the following property:

#### **APPROXIMATE LOCATION:**

**County-wide**

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 – 1<sup>st</sup> Floor, on the **27<sup>th</sup> day of February, 2020**, 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 – 1<sup>st</sup> Floor, on the **10<sup>th</sup> day of March, 2020**, 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 **Andrea Berg** at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6960. 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  
JOSH ZYGIELBAUM, CLERK OF THE BOARD

**TO BE PUBLISHED IN THE February 07, 2020 ISSUE OF THE I-70 SCOUT/  
EASTERN COLORADO NEWS**

Please reply to this message by email to confirm receipt or call **Kevin Mills** at 720.523.6800.

## Denver Post

### NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by [Adams County Community and Economic Development Department](#) Case # [PLN2020-00002](#) requesting: [Chapter 4 Text Amendments – Marijuana Establishments and Marijuana Licensing Regulation Amendments](#) on the following property:

#### APPROXIMATE LOCATION:

[County-wide](#)

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 – 1<sup>st</sup> Floor, on the [27<sup>th</sup> day of February, 2020](#), 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 – 1<sup>st</sup> Floor, on the [10<sup>th</sup> day of March 2020](#), 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 [Andrea Berg](#) at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6960. 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  
JOSH ZYGIELBAUM, CLERK OF THE BOARD

**TO BE PUBLISHED IN THE [February 3, 2020](#) ISSUE OF THE [Westminster Window](#)**

Please reply to this message by email to confirm receipt or call [Kevin Mills](#) at 720.523.6800.

Code Compliance Supervisor	Adams County Agency	PL004	Guenther	Eric	eguenther@adcogov.org
One Stop Manager	Adams County Agency	PL135	Berg	Andrea	aberg@adcogov.org
ADAMS COUNTY EXTENSION OFFICE	Adams County Agency	PL171	Gourd	Thaddeus	tmcbride@co.adams.co.us
ADAMS COUNTY ECONOMIC DEV.	Adams County Agency	PL172	ALLEN	TRICIA	tallen@adamscountyed.com
NS - Code Compliance	Adams County Agency	PL294	Moon	Gail	gmoon@adcogov.org
BERKELEY NEIGHBORHOOD ASSOC.	Citizen Group	PL015	RUDDEN	GLORIA	seminoegrandma@gmail.com
COLUMBINE RANCHES	Citizen Group	PL046	MCFARLAND	DAVE	DMCF003@YAHOO.COM
CREEKSIDE SOUTH ESTATES	Citizen Group	PL052	MARTIN - PRESIDENT	STEVE	martincinc@msn.com
GOAT HILL	Citizen Group	PL073	WHITEHAIR	SHARON	sharonwhitehair@gmail.com
Guardian Angel Neighborhood	Citizen Group	PL075	Alcaro	Greg	grgalcaro@aol.com
HIGH FIVE PLAINS FOUNDATION	Citizen Group	PL081	DOYLE - PRESIDENT	FRANK	frankdoyle@tds.net
WELBY HERITAGE FOUNDATION	Citizen Group	PL181	O'DORISIO	ROBIN	robinodo@yahoo.com
Hawk Ridge Subdivision (Northside Mgmt%)	Citizen Group	PL265	Steve	Blackwood	nsmcommunity@gmail.com
WADLEY FARMS HOA	Citizen Group	PL280	Olivier	Bob	wadleyfarmshoa@msn.com
ALOHA BEACH	Citizen Group	PL281	GILLAN	PERDITTA	perditta@comcast.net
CAVANAUGH HILLS / CAVANAUGH HEIGHTS	Citizen Group	PL290	BROWN	DARRELL	dbrown@darrelbrown.net
CITY OF ARVADA	City	PL009	McConnell	Rita	rmcconnell@arvada.org
CITY OF BRIGHTON - Planning	City	PL023	Bradford	Jason	jbradford@brightonco.gov
CITY OF FEDERAL HEIGHTS	City	PL066	WILLIAMS	TIM	twilliams@ci.federal-heights.co.us
CITY OF NORTHGLENN	City	PL105	Svoboda	Brook	bsvoboda@northglenn.org
CITY OF THORNTON	City	PL131	Hight	Lori	<a href="mailto:developmentsubmittals@cityofthornton.net">developmentsubmittals@cityofthornton.net</a>
CITY OF WESTMINSTER	City	PL155	CUMMINS	MAC	mcummins@cityofwestminster.us
CASTLE ROCK DEVELOPMENT SERVICES	City	PL182	.	.	bdetweiler@crgov.com
Community Planning & Development (CITY AND COUNTY OF DENVER)	City	PL187	Nalley	Steve	steve.nalley@denvergov.org
City of Brighton - Urban Renewal Authority	City	PL273	.	.	lgonzales@brightonco.gov
CITY AND COUNTY OF DENVER	County	PL057	BROWN	CAROL	carol.brown@ci.denver.co.us
JEFFERSON COUNTY	County	PL090	WOLFORTH	JOHN	jwolfort@jeffco.us
WELD COUNTY PLANNING DEPT.	County	PL092	PARKO	TOM	tparko@co.weld.co.us
MORGAN COUNTY	County	PL098	GORRELL	BARBARA	bgorrell@co.morgan.co.us
EL PASO DEVELOPMENT SERVICES	County	PL190	KLECKNER	ELAINE	<a href="mailto:elainekleckner@elpasoco.com">elainekleckner@elpasoco.com</a>
COMMUNITY & DEVELOPMENT SERVICES	County	PL191	MILLER, DIRECTOR	RICHARD	richard.miller@elbertcounty.co.gov
Douglas County Planning	County	PL193	.	.	planningsubmittals@douglas.co.us
ALLEN DITCH	Ditch Company	PL006	KRUGMIRE	BOB	bkrugmir@cityofwestminster.us
HENRYLYN IRRIGATION DISTRICT	Ditch Company	PL024	JANSSEN	STEVE	stevenljansson@cs.com
HENRYLYN IRRIGATION DISTRICT	Ditch Company	PL024	BAUMGARTNER	RODNEY	manager@henrylyn.com
FARMERS & GARDNERS DITCH COMPANY	Ditch Company	PL031	BARELA	GERI	jerry.foster@denverwater.org
FARMERS RESERVOIR & IRRIGATION	Ditch Company	PL033	MONTOYA	MANUEL	manuel@farmersres.com
FISHER DITCH COMPANY	Ditch Company	PL034	BRIENZA	RUTH & GENE	gb173@outdrs.net
KERSHAW DITCH COMPANY	Ditch Company	PL063	PEHR	DAVE	zfppc@earthlink.net
O'BRIEN CANAL/BURLINGTON DITCH	Ditch Company	PL069	MONTOYA	MANUEL	manuel@farmersres.com
UNITED WATER	Ditch Company	PL195	HALFFIELD	DON	don.halffield@xcelenergy.com
US EPA	Federal Agency	PL062	Christensen	Stan	christensen.stanley@epa.gov
UNITED STATES POST OFFICE	Federal Agency	PL143	DOBYNS	MARY C.	mary.c.dobyns@usps.gov
F.E.M.A. REGION VIII	Federal Agency	PL199	FITZPATRICK	BARB	barb.fitzpatrick@fema.gov
DENVER POSTMASTER'S OFFICE	Federal Agency	PL202	RODRIQUEZ	JOSE	jrodriqu@email.usps.gov
FEDERAL AVIATION ADMINISTRATION	Federal Agency	PL204	BRUCE	LINDA	linda.bruce@faa.gov
HAZARDOUS WASTE MGMT	Federal Agency	PL205	ROTHENMEYER, P.E.	WILLIAM H.	rothenmeyer.william@epa.gov

TRI-LAKES PROJECT OFFICE	Federal Agency	PL206	CAREY	TIM	timothy.t.carey@usace.army.mil
US ARMY PUBLIC AFFAIRS OFFICE	Federal Agency	PL207	ULRICH	SUSAN	susan.ulrich@us.army.mil
United States Postal Service	Federal Agency	PL288	Martinez	Erlinda	Erlinda.J.Martinez@USPS.gov
ARVADA FIRE DEPT.	Fire District	PL009	GREER	CHIEF JON	<a href="mailto:jon.greer@arvadafire.com">jon.greer@arvadafire.com</a>
THORNTON FIRE DEPARTMENT	Fire District	PL131	Mccollum	Chad	firedept@cityofthornton.net
AURORA FIRE DEPT.	Fire District	PL141	GARCIA	MICHAEL	cwjones@auroragov.org
BENNETT FIRE DISTRICT #7	Fire District	PL142	CUMELY	CHIEF EARL	ecumley941@aol.com
BENNETT FIRE DISTRICT #7	Fire District	PL142	Connor	Captain Caleb J	CalebConnor@BennettFireRescue.org
WESTMINSTER FIRE DEPT.	Fire District	PL155	HALL	CAPTAIN DOUG	dhall@ci.westminster.co.us
NORTH METRO FIRE DISTRICT	Fire District	PL156	Gosselin	Steve	sgosselin@northmetrofire.org
NORTH METRO FIRE DISTRICT	Fire District	PL286	Bruce	Joe	jbruce@northmetrofire.org
BRANTNER EXTENSION DITCH CO	Individual	PL021	Clark	Aaron	aclark@adcogov.org
CITY OF BROOMFIELD	Individual	PL029	Bertanzetti	Anna	abertanzetti@broomfield.org
COLORADO AGRICULTURE DITCH	Individual	PL039	Stockton	Matt	matt.stockton@cityofthornton.net
LOWER CLEAR CREEK DITCH CO.	Individual	PL065	Stockton	Matt	matt.stockton@cityofthornton.net
Adams County Development Services - Building	Individual	PL067	Blair	Justin	JBlair@adcogov.org
BRIGHTON SCHOOL DISTRICT 27J	Individual	PL072	Monti	Kerrie	kmonti@sd27j.org
BRIGHTON FIRE DISTRICT	Individual	PL145	Even	Whitney	planreviews@brightonfire.org
Adams County Fire Rescue	Individual	PL164	Wilder	Chris	cwilder@acfpd.org
Colorado Air and Spaceport	Individual	PL173	Ruppel	Dave	druppel@ftg-airport.com
Denver International Airport	Individual	PL189	Hester	Tim	Tim.Hester@flydenver.com
MORGAN COUNTY RURAL ELECTRIC	Individual	PL238	MARTENS	KEVIN	kmartens@mcrea.org
Sturgensweller	Individual	PL261	Sturgenweller	Gherwin	hausenberger@blingfoo.com
Adams County CEDD Environmental Services Division	Organization	PL002	Keefe	Katie	kkeefe@adcogov.org
Adams County Sheriff's Office: SO-HQ	Organization	PL003	Reigenborn	Rick	rreigenborn@adcogov.org
Adams County Sheriff's Office: SO-SUB	Organization	PL003	MILLER	SCOTT	smiller@adcogov.org
Adams County Treasurer	Organization	PL005	Culpepper	Lisa	lculpepper@adcogov.org
ARAPAHOE COUNTY	Organization	PL007	YECKES	JAN	referrals@arapahoegov.com
CITY OF AURORA ATTN: PLANNING DEPARTMENT	Organization	PL011	Ingrum	Porter	pingrum@auroragov.org
TOWN OF BENNETT	Organization	PL013	Merkle	Deb	dmerkle@bennett.co.us
BERKELEY WATER	Organization	PL016	Whitehair	Sharon	julie.seagren@denverwater.org
CDOT Colorado Department of Transportation	Organization	PL028	Sheehan	Bradley	bradley.sheehan@state.co.us
CDPHE - AIR QUALITY	Organization	PL035	Coffin	Richard	richard.coffin@state.co.us
CDPHE	Organization	PL035	Hackett	Sean	sean.hackett@state.co.us
CDPHE	Organization	PL037	Hackett	Sean	sean.hackett@state.co.us
COLORADO DIVISION OF WILDLIFE	Organization	PL043	Rocksund	Serena	serena.rocksund@state.co.us
Adams County CEDD Right-of-Way	Organization	PL044	Hillje	Marissa	mhillje@adcogov.org
Commerce City Planning Division	Organization	PL048	Martinelli	Domenic	dmartinelli@c3gov.com
Crestview Water & Sanitation	Organization	PL054	Stock	Patrick	PatrickStock@crestviewwater.net
UNION PACIFIC RAILROAD	Organization	PL055	Cloutier	Schia	smcloutier@up.com
DEER TRAIL SOIL CONSERVATION DIST	Organization	PL056	WAILES	SHERYL	deertraileastadams@gmail.com
EAST ADAMS SOIL CONSERVATION	Organization	PL059	WAILES	SHERYL	deertraileastadams@gmail.com
Century Link, Inc	Organization	PL082	Wiedreich	Brandyn	brandyn.wiedrich@centurylink.com
Hyland Hills Park & Recreation District	Organization	PL088	Barnhart	Terry	tbarnhart@hylandhills.org
Xcel Energy	Organization	PL099	George	Donna	Donna.L.George@xcelenergy.com
North Lincoln Water and Sanitation District	Organization	PL102	HINOJOS	JORGE	ebarenberg@owen-engineering.com
North Pecos Water & Sanitation District	Organization	PL103	Traska	Russell	manager@northpecoswater.org

North Washington Street Water & San Dist	Organization	PL104	James	Jim	jjamsey@nwsbsd.com
PERL MACK NEIGHBORHOOD GROUP	Organization	PL109	MICEK - PRESIDENT	DAN	DANMICEK54@COMCAST.NET
Riverdale Peaks Metro District	Organization	PL116	Johnson	Lisa	ljohnson@sdmsi.com
Adams County Parks and Open Space Department	Organization	PL122	Clark	Aaron	aclark@adcogov.org
South Adams County Water & San Dist	Organization	PL123	Moreno	Abel	amoreno@sacwsd.org
STRASBURG PARKS AND REC DIST.	Organization	PL125	Graf	Angie	angie@strasburgparks.org
Strasburg Water & Sanitation Dist	Organization	PL126	Griffin	Tracy	strawaternsan@tds.net
TODD CREEK FARMS HOA/ HOMESTEAD MANAGEMENT	Organization	PL132	Pepper	Dana	dpepper@associacolorado.com
Todd Creek Village Metropolitan District	Organization	PL133	Ogé	Jimmy	jimmy@equinoxland.com
VANAIRE SKYPORT CORP.	Organization	PL146	Gann	Becky	vanaire@comcast.net
BYERS FIRE PROTECTION DISTRICT #9	Organization	PL153	DISHER	CHIEF MICHAEL	byersfire9@comcast.net
Adams County Fire Protection District	Organization	PL158	Wilder	Chris	cwilder@acfpd.org
SABLE ATURA FIRE DIST.	Organization	PL160	Tinney	Kammy	admin@sableslturefire.org
SOUTH ADAMS CO. FIRE DISTRICT	Organization	PL161	Weigum	Randall	rweigum@sacfd.org
STRASBURG FIRE PROTECTION DIST #8	Organization	PL163	VENTURA	GERRI	gventura@svfd8.org
VANAIRE SKYPORT CORP. 2	Organization	PL180	Gann	Becky	vanaire@comcast.net
Denver Water	Organization	PL184	Teigen	Henry	hkb@water.denver.co.gov
DENVER REGIONAL COUNCIL OF GOV	Organization	PL209	BRODERICK	BILL	bbroderick@drcog.org
CDOT Colorado Department of Transportation	Organization	PL228	Sheehan	Bradley	bradley.sheehan@state.co.us
IREA	Organization	PL237	Kaufman	Brooks	bkaufman@intermountain-rea.com
Eastern Slope Rural Telephone Asso, Inc	Organization	PL247	Simmons	Tobe	tobes@esrta.com
Mile High Water Company	Organization	PL256	Stone	Harry	lionconsult@qwest.net
NORTHRIDGE ESTATES AT GOLD RUN HOA	Organization	PL263	LUSSIER	SHANE	shane@cchoapros.com
Adams County CEDD Addressing	Organization	PL285	Hillje	Marissa	mhillje@adcogov.org
Adams County Construction Inspection	Organization	PL289	.Stevens	Gordon	gstevens@adcogov.org
NS - Code Compliance	Organization	PL293	Gress	Kerry	kgress@adcogov.org
NS - Code Compliance	Organization	PL295	Bachelor	Caleb	cbachelor@adcogov.org
NS - Code Compliance	Organization	PL296	Flores	Joaquin	jflores@adcogov.org
Rocky Mountain Rail Park Metropolitan District	Organization	PL300	Dangler	Greg	GDANGLER@RMRHOLDINGS.COM
BENNETT PARK AND RECREATION	Recreational District	PL014	Raines	Chris	Director@bennettrec.org
HORSE CREEK METROPOLITAN DISTRICT	Recreational District	PL086	C/O FINLEY AND CO. INC.	.	ddfinley@juno.com
TODD CREEK FARMS METRO DIST #2	Recreational District	PL136	White	Zachary	zwhite@wbapc.com
COMMUNITY RESOURCE SERVICES	Recreational District	PL208	.	.	jmegggers@crs.ofcolorado.com
REGIONAL TRANSPORTATION DIST.	Regional Agency	PL079	QUINN	CHRIS	chris.quinn@rtd-denver.com
WEST ADAMS SOIL CONSERVATION DISTRICT	Regional Agency	PL093	Einspahr	Cindy	cindy.einspahr@co.usda.gov
WEST ADAMS SOIL CONSERVATION DISTRICT:westadamscd@gmail.com	Regional Agency	PL093	Email	Referral	westadamscd@gmail.com
METRO WASTEWATER RECLAMATION	Regional Agency	PL095	SIMMONDS	CRAIG	CSIMMONDS@MWRD.DST.CO.US
URBAN DRAINAGE & FLOOD CONTROL	Regional Agency	PL113	Mallory	David	dmallory@udfcd.org
REGIONAL AIR QUALITY COUNCIL	Regional Agency	PL210	LLYOD	KEN	klloyd@raqc.org
REAP I-70	Regional Agency	PL298	.	.	admin@i-70reap.com
DEER TRAIL SCHOOL DISTRICT 26J	School District	PL010	DOSS - SUPERINTENDENT DR	JERRE	drjdoss@aol.com
MAPLETON SCHOOL DISTRICT #1	School District	PL012	CIANCIO	CHARLOTTE	charlotte@mapleton.us
ADAMS 12 FIVE STAR SCHOOLS	School District	PL071	SCHAEFER - PLANNING MANAGER	MATT	matt.schaefer@adams12.org
BYERS SCHOOL DISTRICT 32J	School District	PL094	TURRELL	TOM	turrell.tom@byers.k12.co.us
WIGGINS SCHOOL DIST. RE50J	School District	PL118	LITTLE	DR. SHAROL	rmiller@wiggins50.k12.co.us
STRASBURG SCHOOL DISTRICT 31J	School District	PL129	Johnson	Monica	mjohnson@strasburg31j.org
WELD COUNTY SCHOOL DIST. RE-3J	School District	PL130	WADE	MARVIN	marvin@rebel-net.tec.co.us

BENNETT SCHOOL DISTRICT 29J	School District	PL137	Purdy	Robin	robinp@bsd29j.com
ADAMS ARAPAHOE SCHOOL DISTRICT 28J	School District	PL138	BARRY - SUPERINTENDENT	JOHN	jlbarry@aps.k12.co.us
WESTMINSTER SCHOOL DISTRICT #50	School District	PL139	Peterson	Jackie	jpeterston@adams50.org
ADAMS COUNTY SCHOOL DISTRICT 14	School District	PL140	Sanchez	Patrick	psanchez@adams14.org
COLORADO DEPT OF TRANSPORTATION	State of Colorado	PL028	Loeffler	Steve	steven.loeffler@state.co.us
CDPHE SOLID WASTE UNIT	State of Colorado	PL036	Todd	Andy	Andrew.Todd@state.co.us
CDPHE - WATER QUALITY PROTECTION SECT	State of Colorado	PL037	Pfaltzgraff	Patrick	patrick.j.pfaltzgraff@state.co.us
COLORADO GEOLOGICAL SURVEY	State of Colorado	PL040	Carlson	Jill	CGS_LUR@mines.edu
Colorado Geological Survey: CGS_LUR@mines.edu	State of Colorado	PL040	Carlson	Jill	CGS_LUR@mines.edu
COLO DIV OF MINING RECLAMATION AND SAFETY	State of Colorado	PL041	WALDRON - SENIOR ENV	ANTHONY J.	tony.waldron@state.co.us
COLO DIV OF WATER RESOURCES	State of Colorado	PL042	Williams	Joanna	joanna.williams@state.co.us
COLORADO DIVISION OF WILDLIFE	State of Colorado	PL043	Hunholz	Eliza	eliza.hunholz@state.co.us
BARR LAKE STATE PARK	State of Colorado	PL213	SEUBERT	MICHELLE	barr.lake@state.co.us
CDPHE - HAZARDOUS MATS/WASTE MGT DIV	State of Colorado	PL214	BAUGHMAN	GARY	gary.baughman@state.co.us
CDPHE - RADIATION SERV PROGRAM	State of Colorado	PL215	WEAVER	KENNETH	kenneth.weaver@state.co.us
CDPHE - WATER SHED	State of Colorado	PL216	PARACHINI	DICK	dick.parachini@state.co.us
CDPHE - AIR POLLUTION CTRL DIVISION	State of Colorado	PL217	SILVERSTEIN	MIKE	mike.silverstein@state.co.us
CDPHE - HAZARDOUS MATS/WASTE MGT DIV	State of Colorado	PL218	JOHNSON	CHARLES	charles.johnson@state.co.us
COLORADO STATE FOREST SERVICE	State of Colorado	PL221	HALL	NORLAND	nhall@lamar.colostate.edu
DEPT OF NATURAL RESOURCES /CWCB	State of Colorado	PL222	HAUCK	KEVIN	joe.busto@state.co.us
COLORADO DEPARTMENT OF TRANSPORT.	State of Colorado	PL228	Loeffler	Steve	steven.loeffler@state.co.us
COLORADO DEPT OF TRANSPORTATION	State of Colorado	PL229	HAYES	PATRICIA	nashat.sawaged@dot.state.co.us
TRI-COUNTY HEALTH DEPARTMENT	Tri County Health	PL121	Lynch	Sheila	landuse@tchd.org
TRI-COUNTY HEALTH DEPARTMENT	Tri County Health	PL121	DEATRICH	MONTE	mdeatrich@tchd.org
Organization Name	Type	Referral Code	Last Name	First Name	E-mail
COMCAST	Utility	PL047	LOWE	JOE	thomas_lowe@cable.comcast.com
COLORADO INTERSTATE GAS	Utility	PL245	BACON -LAND DEPT	STEVE	steve.bacon@elpaso.com
CITY OF AURORA - WATER AND SAN. DEPT.	Water and Sanitary Distric	PL011	BINNEY	PETER	pbinney@ci.aurora.co.us
BERKELEY WATER & SAN DISTRICT	Water and Sanitary Distric	PL016	WHITEHAIR	SHARON	berkeleywater@gmail.com
CITY OF BRIGHTON - WATER & SANATATION DEPT.	Water and Sanitary Distric	PL023	BURKE	ED	eburke@brightonco.gov
EASTERN ADAMS COUNTY MET. DIST	Water and Sanitary Distric	PL060	SERRA III	MIKE	mike.serra@paulcorp.com
HAZELTINE HEIGHTS WATER & SANITATION	Water and Sanitary Distric	PL077	SABIN	KEITH	hhw_sd@comcast.net
HORSE CREEK METROPOLITAN DISTRICT	Water and Sanitary Distric	PL087	.	.	ddfinley@juno.com
TODD CREEK METRO DISTRICT #2	Water and Sanitary Distric	PL134	.	.	dmccoy@sdmsi.com
CITY OF WESTMINSTER	Water and Sanitary Distric	PL155	Walsh	Andy	awalsh@cityofwestminster.us
WRIGHT FARMS METRO DISTRICT	Water and Sanitary Distric	PL157	SETER, ESQ	KIM J.	svw@svwpc.com
East Cherry Creek Valley (ECCV)	Water and Sanitary Distric	PL254	Probasco	Michelle	mprobasco@eccv.org
SAND CREEK METROPOLITAN DISTRICT	Water and Sanitary Distric	PL274	SERRA III	MIKE	MIKE.SERRA@PAULSCORP.COM
Greatrock Water District	Water and Sanitary Distric	PL282	JOHNSON	LISA	ljohnson@sdmsi.com
Cannibas Tours			EYMER	MICHAEL	<a href="mailto:mike@cannabistours.com">mike@cannabistours.com</a>
Yuma Way - Berkeley Dispensary			TSALYUK	RITA	<a href="mailto:rita.tsalyuk@gmail.com">rita.tsalyuk@gmail.com</a>
Bonanza			KELLER	COREY	<a href="mailto:corey.keller@yahoo.com">corey.keller@yahoo.com</a>
Bonanza			KELLER	CONLAN	<a href="mailto:conlankeller@yahoo.com">conlankeller@yahoo.com</a>
Fleuraison			BROWNING	BARBARA	<a href="mailto:barbarahbrowning@msn.com">barbarahbrowning@msn.com</a>
Flower Pharmaceuticals			CORTEZ	CYNTHIA	<a href="mailto:cynthiacortez2002@yahoo.com">cynthiacortez2002@yahoo.com</a>
Kebar			HABERMAN	KEVIN	<a href="mailto:kevin.haberman@gmail.com">kevin.haberman@gmail.com</a>
Mile High Extractions			COTO	JOE	<a href="mailto:joe@milehighextractions.com">joe@milehighextractions.com</a>

Native Roots Dispensary  
Nobo  
The Green Solution  
Starbuds  
Tweedleaf  
Studio420

BONSETT  
BORCHERS  
WAHDAN

ALICIA  
ABBEY  
KALDIAH  
JOHN

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[kaldiahw@gmail.com](mailto:kaldiahw@gmail.com)  
[john@tweedleaf.co](mailto:john@tweedleaf.co)  
[infor@studio420.co](mailto:infor@studio420.co)

# Chapter 4 Text Amendments (PLN2020-00002)

Community and Economic Development Department

Andrea Berg

March 10, 2020



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# Request

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## Amendments to Chapter 4 of the County's Development Standards and Regulations:

- ❑ Marijuana Establishments

**Purpose:** These text amendments are required to be able to prohibit this type of use until additional research and stakeholder outreach is performed. The results will be presented to the Board of County Commissioners December 2020.

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# Background

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- ❑ May 29, 2019 HB19-1230 Marijuana Hospitality Establishments signed into law
  - ❑ Marijuana Hospitality Establishments
    - ❑ An entity licensed to permit the use or consumption of marijuana with a Consumption Area
  - ❑ Retail Marijuana Hospitality and Sales Establishments
    - ❑ An entity licensed to (1) purchase Retail Marijuana from Retail Marijuana Business, (2) Transfer Retail Marijuana to consumers, and (3) permit the use or consumption of Retail Marijuana transferred to a consumer within the Restricted Access Area.

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# Background

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- ❑ July 23, 2019 Study Session to present general information
  - ❑ Direction given to research possible options for licensing
- ❑ November 12, 2019 Study Session to present possible licensing options
  - ❑ Different types of licenses
  - ❑ Information regarding existing establishments

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# Background

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- ❑ January 21, 2020 Study Session to present rulemaking released by Marijuana Enforcement Division
  - ❑ Establishment Specifics
  - ❑ Update regarding existing establishments
  - ❑ Direction given to research licenses, zoning, setbacks, paired uses

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# Development Standards

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- ❑ Section 2-02-15 details the procedures for amendments to the text of the Standards and Regulations.
- ❑ Only the BoCC may, after a recommendation from the Planning Commission, adopt a resolution amending the text of the Standards and Regulations.

# Criteria for Approval

## (2-02-15-06-01)

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1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these Standards and Regulations.
3. The text amendment will not be detrimental to the majority of person or property in the surrounding areas nor to the community in general.

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# Proposed Text Amendments

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## ☐ 4-18 MARIJUANA ESTABLISHMENTS

- 4-18-14 Marijuana Hospitality Establishments and Retail Marijuana Hospitality Sales Establishments as defined in C.R.S. 44-12-103, as amended, are prohibited.

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# Public Comments

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- 3 Public Comments received
  - 1 Comment
    - Interested in obtaining a license when available, plan to operate in conjunction with a spa or restaurant.
  - 2 Comments
    - Disagrees with prohibiting these operations and ask that provisional licenses be offered to those in operation until regulations are established.

# Referral Comments

- Referral request sent to 250+ agencies:
- Responding without Concerns:

Agency	Agency
Arapahoe County Engineering	Arapahoe County Planning
Brighton Fire	Division of Water Resources
Colorado Dept of Transportation	South Adams County Water & Sanitation District
Xcel Energy	

# Referral Comments

- Notified but not Responding

Agency	Agency
Cities	Citizen Groups
Counties	Ditch Companies
Federal Agencies	Fire Districts
Recreational Districts	Regional Agencies
Utilities	Water & Sanitation Districts
Marijuana Licenses	Marijuana Interest Groups

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# Staff Recommendation

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The request is:

1. Consistent with the Comprehensive Plan
2. Consistent with the Development Standards and Regulations
3. Will not be detrimental to the citizens of Adams County.

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# Planning Commission Update

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- Hearing: February 27, 2020
- Public Comment: No public comment
- 7-0 vote for approval

Staff and Planning Commission are recommending:  
**Approval** of this text amendment (PLN2020-00002) based on 3 Findings of Fact and 1 Condition.

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# Recommended Condition

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1. The Community and Economic Development Department staff may make minor corrections to these text amendments until March 31, 2020, including but not limited to, typographical errors, to ensure consistency and accuracy throughout the regulations.

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# Findings-of-Fact

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1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these Standards and Regulations.
3. The text amendment will not be detrimental to the majority of persons or property in the surrounding areas nor the community in general.