Board of County Commissioners

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

PUBLIC HEARING AGENDA

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

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
July 31, 2018
9:30 AM

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **MOTION TO APPROVE AGENDA**

4. **AWARDS AND PRESENTATIONS**

5. **PUBLIC COMMENT**

   A. **Citizen Communication**

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

   B. **Elected Officials' Communication**

6. **CONSENT CALENDAR**

   A. List of Expenditures Under the Dates of July 16-20, 2018

   B. Minutes of the Commissioners' Proceedings from July 24, 2018

   C. Resolution Approving the 2018 Community Services Block Grant Subgrantee Contract between Adams County and Growing Home (File approved by ELT)

D. Resolution Approving Right-of-Way Agreement between Adams County and Michael Shai and Katherine Shai, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)

E. Resolution Approving Right-of-Way Agreement between Adams County and Ricardo Herrera Valdez, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)

F. Resolution Regarding Defense and Indemnification of Matthew Lucero as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq.
(File approved by ELT)

G. Resolution for Option Letter #2 AAA Supplemental Contract Information by and between the Denver Regional Council of Governments and Adams County for A-Lift Community Program Contract
(File approved by ELT)

H. Resolution Approving Pipeline License Agreement between the BNSF Railway Company and Adams County to Install a Forty-Two (42) Inch Reinforced Concrete Storm Sewer Pipe to Accommodate the Lowell Boulevard At-Grade Crossing Improvements
(File approved by ELT)

I. Resolution Approving the Edward Byrne Memorial Justice Assistance Grant Award for Fiscal Year 2017 for the Adams County Sheriff's Office Equipment Purchase Project
(File approved by ELT)

J. Resolution Accepting a Permanent Drainage Easement from Mountain View Fellowship to Adams County for Storm Water Drainage Purposes
(File approved by ELT)

K. Resolution Accepting Quitclaim Deed Conveying Property from High Prairie Ranch Inc., to Adams County for the Dedication of Road Right-of-Way for East 38th Avenue
(File approved by ELT)

L. Resolution Accepting a Permanent Sidewalk Easement from Prologis L.P. to Adams County for Purposes of Maintaining a Public Sidewalk
(File approved by ELT)

M. Resolution Accepting Quitclaim Deed Conveying Property from East Cherry Creek Valley Water and Sanitation District to Adams County for the Dedication of Road Right-of-Way for East 112th Avenue
(File approved by ELT)

N. Resolution Approving First Amendment Lease Agreement between Adams County and Community Reach Center for Brighton Head Start Facilities at 1850 Egbert Street, Brighton, CO
(File approved by ELT)

O. Resolution Approving Application in Case #PLT2018-00009 Blackstone Ranch, Filing 3-A Final Plat
(File approved by ELT)

P. Resolution Approving Subdivision Improvements Agreement for Blackstone Ranch, Filing 3A
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving an Agreement between Adams County and Mountain States Imaging for the Conversion/Scanning of Closed Case Files
(File approved by ELT)

2. Resolution Approving Amendment One to the Agreement between Adams County and Seniors' Resource Center for Community Transit Services
(File approved by ELT)

3. Resolution Approving an Agreement between Adams County and Alpine Roofing Company for the Waymire Dome Roof Replacement Project
(File approved by ELT)

4. Resolution Approving the Agreement between Adams County and Whitestone Construction Services, Inc., for the Interior and Exterior Window Replacement Services at the Adams County Detention Center
(File approved by ELT)

5. Resolution Approving Amendment Two to the Agreement between Adams County and G Squared Design for Architect and Design Services for the Riverdale Animal Shelter and Regional Park Infrastructure
(File approved by ELT)

6. Resolution Approving an Agreement between Adams County and Wold Architects and Engineers for Architecture and Engineering Services for the Booking Area and Satellite Office Remodels at the Adams County Detention Center
(File approved by ELT)

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

1. RCU2017-00039 American Towers
(File approved by ELT)

2. PLN2018-00015 Clear Creek Corridor Master Plan
(File approved by ELT)

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams

Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	900,888.15
5	Golf Course Enterprise Fund	10,049.16
6	Equipment Service Fund	40,547.87
7	Stormwater Utility Fund	29,629.60
13	Road & Bridge Fund	136,767.20
19	Insurance Fund	172,674.33
25	Waste Management Fund	26,330.61
27	Open Space Projects Fund	22,157.95
28	Open Space Sales Tax Fund	4,260.17
30	Community Dev Block Grant Fund	12,547.87
31	Head Start Fund	803.35
34	Comm Services Blk Grant Fund	19,252.63
35	Workforce & Business Center	2,012.67
43	Front Range Airport	12,757.85
50	FLATROCK Facility Fund	1,730.24
94	Sheriff Payables	12,277.50
		1,404,687.15

1 General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00725852	35974	ADAMS COUNTY TREASURER	07/16/18	1,600.00
00725853	433987	ADCO DISTRICT ATTORNEY'S OFFIC	07/16/18	402.15
00725854	383698	ALLIED UNIVERSAL SECURITY SERV	07/16/18	20,519.97
00725855	728095	ALVAREZ KIMBERLY	07/16/18	72.81
00725856	445583	ALVAREZ MEGAN	07/16/18	46.33
00725857	728096	CASARES SELINA	07/16/18	59.51
00725858	491319	CERVANTES ATONNIE	07/16/18	72.81
00725861	726037	DELEON DOMINQUE	07/16/18	75.00
00725862	728097	DESTEFANO CARA L	07/16/18	49.05
00725863	728332	EIDE BAILLY LLP	07/16/18	1,539.00
00725864	169560	FISHER JULIE	07/16/18	586.42
00725865	189249	FRANCH SHAWN	07/16/18	44.47
00725866	727801	GONZALES LYDIA	07/16/18	75.00
00725867	727778	HINRICHS NICOLE	07/16/18	150.00
00725868	77611	KD SERVICE GROUP	07/16/18	1,645.21
00725869	624227	KLATT LINDSAY	07/16/18	26.16
00725870	308325	LINDSAY SUE	07/16/18	103.62
00725871	727802	LOPEZ JANEL	07/16/18	75.00
00725873	727797	LUCERO VANENCIA	07/16/18	75.00
00725874	111379	MASON BRIAN	07/16/18	110.09
00725875	7239	MIAMI-DADE CLERK OF THE COURT	07/16/18	10.00
00725876	278360	MILLER SUVI	07/16/18	80.00
00725877	603778	NORCHEM DRUG TESTING LABORATOR	07/16/18	45.00
00725878	99204	OCHOA MARY	07/16/18	400.00
00725879	726036	PACHECO LORENZO	07/16/18	75.00
00725880	12691	PEARL COUNSELING ASSOCIATES	07/16/18	5,900.00
00725881	728069	POINT ALLIANCE LLC	07/16/18	350.00
00725882	727812	POWELSON MEGAN	07/16/18	75.00
00725883	44703	QUICKSILVER EXPRESS COURIER	07/16/18	159.44
00725884	609134	RAMIREZ MINERVA	07/16/18	75.00
00725885	727795	ROMERO VENICE	07/16/18	75.00
00725886	371180	ROSTENBACH SU-LIN	07/16/18	125.90
00725887	726035	RUIZ ALEJANDRA	07/16/18	75.00
00725888	98726	SEWALD SHERI	07/16/18	154.44
00725889	661920	SHAW PAMELA	07/16/18	46.43
00725890	728279	SNYDER KATHERINE	07/16/18	638.70

1 General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00725891	728094	SOSA CHRISTELLA	07/16/18	41.53
00725892	430975	SOTO EVA	07/16/18	400.00
00725893	726032	SPEDA ANGELITA	07/16/18	75.00
00725894	686895	STOGSDILL SHANNA	07/16/18	806.00
00725895	599714	SUMMIT FOOD SERVICE LLC	07/16/18	36,802.34
00725896	726028	SWOPES CHAD	07/16/18	75.00
00725897	727813	TOKUNAGA WALT	07/16/18	75.00
00725898	727791	TSCHIDA CYNDI	07/16/18	75.00
00725899	666214	TYGRETT DEBRA R	07/16/18	328.00
00725900	300982	UNITED SITE SERVICES	07/16/18	340.00
00725901	725336	US CORRECTIONS LLC	07/16/18	6,439.00
00725902	727806	VELASCO, MARISELA	07/16/18	75.00
00725903	727810	WEBER PRISCILLA	07/16/18	75.00
00725904	726029	WOOD LINDA	07/16/18	75.00
00725905	726101	YAGOW JASON	07/16/18	50.00
00725906	728084	ADAMS SHERRI	07/17/18	53.46
00725908	304526	ALGER PATRICIA	07/17/18	450.00
00725911	489857	BARRETT DANIEL	07/17/18	150.00
00725912	3020	BENNETT TOWN OF	07/17/18	72.20
00725914	43146	BRIGHTON CITY OF	07/17/18	299.06
00725915	256075	BRIGHTON FIRE RESCUE DISTRICT	07/17/18	100.00
00725916	25359	CAGLE KAREN	07/17/18	150.00
00725918	85631	CECIL CONNIE	07/17/18	300.00
00725920	112904	CHRISTIAN VICKI	07/17/18	150.00
00725921	43659	CINTAS FIRST AID & SAFETY	07/17/18	225.38
00725924	5602	COLO DEPT OF LABOR & EMPLOYMEN	07/17/18	270.00
00725925	218467	CRAMER STEPHEN S	07/17/18	150.00
00725927	506458	DARBEES HONEY PRODUCTS LLC	07/17/18	150.00
00725930	624283	ELLIOTT MARIA ANGELICA	07/17/18	150.00
00725932	422243	FARABAUGH SHERI	07/17/18	150.00
00725934	173919	GARDEA STEPHEN PAUL	07/17/18	100.00
00725937	83292	GONZALEZ ROSA	07/17/18	618.90
00725938	350848	GUY MICHAEL	07/17/18	100.00
00725939	89290	HARROLD PAMELA	07/17/18	150.00
00725940	4387	HETTINGER KATHLEEN S	07/17/18	150.00
00725942	727825	HOLMES JAMES KENNETH	07/17/18	100.00

1 General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00725944	20612	JACOBY KENDRA	07/17/18	150.00
00725947	170624	KODIAK RANCH LLC	07/17/18	750.00
00725948	262991	MACKEY BRIANNA L	07/17/18	150.00
00725951	637831	MCCREARY RAPHAEL	07/17/18	65.00
00725953	34248	MCFARLIN FONDA	07/17/18	150.00
00725954	625920	MCNEELY JERAMY WILLIAM	07/17/18	150.00
00725955	620196	MEANS BRANDON	07/17/18	100.00
00725957	717603	MILLER WAYNE A	07/17/18	600.00
00725959	13719	MORGAN COUNTY REA	07/17/18	121.06
00725960	173917	MULLIGAN CAROLYN	07/17/18	325.00
00725961	424209	NELSON JONI	07/17/18	150.00
00725962	25664	NEMNICH DARLENE	07/17/18	150.00
00725964	13774	NORTH PECOS WATER & SANITATION	07/17/18	40.39
00725966	172146	PARKS JERRY	07/17/18	200.00
00725968	71065	PEREZ WALDEMAR P	07/17/18	100.00
00725969	350851	PHIPPEN ANNELIESE	07/17/18	150.00
00725971	697847	QUEEN LARRY	07/17/18	200.00
00725972	10669	REIGENBORN, RICHARD A	07/17/18	65.00
00725974	617552	RUPPLE SANCIE	07/17/18	100.00
00725977	21342	SCHICK LAURA	07/17/18	150.00
00725978	719724	SHEETS KELLY	07/17/18	600.00
00725982	33604	STATE OF COLORADO	07/17/18	585.61
00725983	13949	STRASBURG SANITATION	07/17/18	1,386.00
00725984	725519	SUMMIT DOG TRAINING LLC	07/17/18	200.00
00725985	278403	SUMMIT VIEW SOLUTIONS LLC	07/17/18	302.00
00725987	319978	TONSAGER DENNIS	07/17/18	65.00
00725988	1007	UNITED POWER (UNION REA)	07/17/18	30.43
00725989	1007	UNITED POWER (UNION REA)	07/17/18	30.00
00725990	1007	UNITED POWER (UNION REA)	07/17/18	2,178.73
00725991	1007	UNITED POWER (UNION REA)	07/17/18	42.10
00725992	1007	UNITED POWER (UNION REA)	07/17/18	100.90
00725993	1007	UNITED POWER (UNION REA)	07/17/18	656.44
00725994	1007	UNITED POWER (UNION REA)	07/17/18	2,663.57
00725995	1007	UNITED POWER (UNION REA)	07/17/18	195.03
00725996	1007	UNITED POWER (UNION REA)	07/17/18	4,900.88
00725998	300982	UNITED SITE SERVICES	07/17/18	343.56

1 General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00725999	40597	UTLEY CURTIS	07/17/18	100.00
00726000	34612	VALDEZ TERRY L	07/17/18	250.00
00726001	28574	VERIZON WIRELESS	07/17/18	302.10
00726002	727771	VOLOSIN AARON	07/17/18	500.00
00726004	346921	WIEBENSOHN SCOTT	07/17/18	100.00
00726005	717596	WIEBER AMELIA	07/17/18	100.00
00726006	702804	WOLFE SANDRA KAY	07/17/18	65.00
00726007	13822	XCEL ENERGY	07/17/18	48.86
00726008	13822	XCEL ENERGY	07/17/18	4,434.64
00726009	13822	XCEL ENERGY	07/17/18	1,332.90
00726011	383698	ALLIED UNIVERSAL SECURITY SERV	07/17/18	3,344.67
00726016	63476	COLO CARPET CENTER INC	07/17/18	18,178.92
00726017	612089	COMMERCIAL CLEANING SYSTEMS	07/17/18	79,106.08
00726019	699829	HILL'S PET NUTRITION SALES INC	07/17/18	525.60
00726020	79260	IDEXX DISTRIBUTION INC	07/17/18	857.10
00726021	535598	JACHIMIAK PETERSON LLC	07/17/18	6,985.00
00726023	286606	JWC ENVIRONMENTAL LLC	07/17/18	17,459.62
00726029	13591	MWI VETERINARY SUPPLY CO	07/17/18	2,647.45
00726031	669732	PATTERSON VETERINARY SUPPLY IN	07/17/18	1,887.39
00726033	308437	RANDSTAD US LP	07/17/18	571.92
00726034	422902	ROADRUNNER PHARMACY INCORPORAT	07/17/18	257.55
00726036	574170	SCHULTZ PUBLIC AFFAIRS LLC	07/17/18	4,333.33
00726037	502162	SWINGLE LAWN TREE AND LANDSCAP	07/17/18	14,510.00
00726038	66264	SYSTEMS GROUP	07/17/18	17,893.00
00726040	41127	THYSSENKRUPP ELEVATOR CORP	07/17/18	6,514.25
00726043	712817	WHITESTONE CONSTRUCTION SERVIC	07/17/18	52,288.00
00726044	338508	WRIGHTWAY INDUSTRIES INC	07/17/18	47.70
00726045	72554	AAA PEST PROS	07/17/18	2,040.00
00726048	13052	ADAMS COUNTY RETIREMENT PLAN	07/17/18	912.83
00726049	26450	AIRVAC SYSTEMS	07/17/18	581.51
00726051	309004	ARCHER BRANDON	07/17/18	253.87
00726052	3020	BENNETT TOWN OF	07/17/18	1,500.00
00726053	660739	BERUBE ANNELI	07/17/18	51.01
00726054	603131	BRIGHTON YOUTH ASSN OF FOOTBAL	07/17/18	500.00
00726057	134733	CASA	07/17/18	2,000.00
00726059	327914	CESCO LINGUISTIC SERVICE INC	07/17/18	171.80

1 General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00726060	1279	COLO ASSN OF CHIEFS OF POLICE	07/17/18	2,250.00
00726061	612089	COMMERCIAL CLEANING SYSTEMS	07/17/18	735.00
00726062	248103	DS WATERS OF AMERICA INC	07/17/18	2,055.30
00726063	725897	DURAN BERNADETTE R	07/17/18	100.00
00726064	346534	FIRST CHOICE COFFEE SERVICES	07/17/18	86.80
00726065	258674	GO UP ELEVATOR INSPECTION SERV	07/17/18	2,800.00
00726067	8228	GOVERNMENT FINANCE OFFICERS AS	07/17/18	1,305.00
00726068	118367	HODGE MARY	07/17/18	102.10
00726069	728300	JENSON BRANDON	07/17/18	100.00
00726070	13771	JOE'S TOWING & RECOVERY	07/17/18	126.00
00726072	40843	LANGUAGE LINE SERVICES	07/17/18	709.30
00726073	9654	LARIMER COUNTY	07/17/18	800.00
00726074	42876	LEXISNEXIS RISK SOLUTIONS	07/17/18	100.79
00726076	727882	NATIONAL ASSOCIATION OF FIELD	07/17/18	450.00
00726077	516994	PARK 12 HUNDRED OWNERS ASSOCIA	07/17/18	12,252.00
00726080	2284	SENIOR HUB THE	07/17/18	1,000.00
00726083	293662	SUMMIT LABORATORIES INC	07/17/18	480.00
00726084	633485	SWAIN DENNIS	07/17/18	217.25
00726085	727877	THAO MINA	07/17/18	100.00
00726087	37005	TOSHIBA BUSINESS SOLUTIONS	07/17/18	1,515.41
00726088	1007	UNITED POWER (UNION REA)	07/17/18	46.46
00726089	1007	UNITED POWER (UNION REA)	07/17/18	31.94
00726090	28617	VERIZON WIRELESS	07/17/18	5,266.35
00726091	35877	WEATHERSURE	07/17/18	411.04
00726093	434152	WILSON & COMPANY INC	07/17/18	2,250.00
00726094	7117	WORLD CONNECTIONS TRAVEL	07/17/18	2,016.00
00726097	630412	ADVANCED LAUNDRY SYSTEMS	07/18/18	531.34
00726098	383698	ALLIED UNIVERSAL SECURITY SERV	07/18/18	1,920.25
00726101	12012	ALSCO AMERICAN INDUSTRIAL	07/18/18	26.89
00726102	40942	BI INCORPORATED	07/18/18	1,663.64
00726103	719726	CASEY DAREN	07/18/18	1,262.80
00726104	5050	COLO DIST ATTORNEY COUNCIL	07/18/18	3,873.00
00726106	252174	COLORADO COMMUNITY MEDIA	07/18/18	22.24
00726107	252174	COLORADO COMMUNITY MEDIA	07/18/18	46.80
00726108	252174	COLORADO COMMUNITY MEDIA	07/18/18	12.24
00726109	255001	COPYCO QUALITY PRINTING INC	07/18/18	415.00

1 General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00726110	37117	DATAWORKS PLUS LLC	07/18/18	24,565.00
00726112	47723	FEDEX	07/18/18	235.81
00726113	4872	GARFIELD COUNTY SHERIFF	07/18/18	91.40
00726114	506267	HARTMANN SHAWN	07/18/18	43.28
00726115	489684	HEWLETT-PACKARD ENTERPRISE CO	07/18/18	6,841.71
00726116	33278	HURDELBRINK JULIA	07/18/18	15.00
00726117	32276	INSIGHT PUBLIC SECTOR	07/18/18	8,006.62
00726118	62528	JEFFERSON COUNTY SHERIFF'S CIV	07/18/18	43.50
00726119	112017	KIRKHAM JAMIE R	07/18/18	15.00
00726120	9654	LARIMER COUNTY	07/18/18	400.00
00726121	189723	MAPLETON EDUCATION FOUNDATION	07/18/18	3,000.00
00726122	73648	METROWEST NEWSPAPERS	07/18/18	110.44
00726123	32509	NCS PEARSON INC	07/18/18	1,010.00
00726124	16428	NICOLETTI-FLATER ASSOCIATES	07/18/18	9,080.00
00726126	729128	PINEDA ERNESTO	07/18/18	10.00
00726127	435271	PORTER LEE CORPORATION	07/18/18	5,000.00
00726128	729129	RAMIREZ REYNA	07/18/18	200.00
00726129	472626	SAFEWARE INC	07/18/18	47,907.00
00726130	17186	SAGUACHE COUNTY SHERIFF	07/18/18	38.40
00726131	13538	SHRED IT USA LLC	07/18/18	96.60
00726147	433987	ADCO DISTRICT ATTORNEY'S OFFIC	07/19/18	1,001.64
00726150	48089	COMCAST BUSINESS	07/19/18	2,153.33
00726151	13049	COMMUNITY REACH CENTER	07/19/18	2,500.00
00726152	255001	COPYCO QUALITY PRINTING INC	07/19/18	5,100.00
00726153	248103	DS WATERS OF AMERICA INC	07/19/18	22.10
00726157	488944	MAIL MASTERS OF COLORADO	07/19/18	3,226.46
00726158	728286	PARALLEL ARTISTIC	07/19/18	1,150.00
00726161	13538	SHRED IT USA LLC	07/19/18	133.28
00726162	13951	TDS TELECOM	07/19/18	839.17
00726164	40340	WINDSTREAM COMMUNICATIONS	07/19/18	2,082.65
00726165	24560	WIRELESS ADVANCED COMMUNICATIO	07/19/18	2,912.49
00726166	13060	ADCO HUMAN SERVICES DEPT	07/20/18	166.41
00726167	13060	ADCO HUMAN SERVICES DEPT	07/20/18	57.24
00726168	429633	ANDERSON CASSIE	07/20/18	157.00
00726170	628019	BIG PAULIE PRODUCTIONS LLC	07/20/18	54,121.25
00726171	628019	BIG PAULIE PRODUCTIONS LLC	07/20/18	9,000.00

1 General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00726173	43659	CINTAS FIRST AID & SAFETY	07/20/18	184.02
00726174	250958	COHEN MILSTEIN SELLERS & TOLL	07/20/18	9,095.62
00726175	5050	COLO DIST ATTORNEY COUNCIL	07/20/18	3,047.00
00726176	105110	CULLIGAN	07/20/18	392.00
00726177	729600	DUNLAP-TRULY JUSTINE	07/20/18	600.00
00726178	652983	K&H INTEGRATED PRINT SOLUTIONS	07/20/18	176,088.66
00726179	643813	KIMBALL ROSS	07/20/18	5.94
00726180	9654	LARIMER COUNTY	07/20/18	200.00
00726182	42881	NORTHGLENN CITY OF	07/20/18	56.00
00726187	304739	O'NEAL PATTI	07/20/18	150.00
00726188	496938	OUTDOOR PROMOTIONS OF COLORADO	07/20/18	3,735.00
00726189	418286	PRECIOUS CHILD	07/20/18	1,000.00
00726190	430098	REPUBLIC SERVICES #535	07/20/18	3,514.37
00726192	42818	STATE OF COLORADO	07/20/18	208.14
00726193	42818	STATE OF COLORADO	07/20/18	436.15
00726194	94975	STICKA LAVONNE	07/20/18	300.00
00726195	729393	THURMOND RACHEL	07/20/18	150.00
00726196	443062	VARIDESK LLC	07/20/18	8,176.50
00726201	13822	XCEL ENERGY	07/20/18	63.45
00726202	13822	XCEL ENERGY	07/20/18	188.32
00726203	13822	XCEL ENERGY	07/20/18	16.49
00726204	13822	XCEL ENERGY	07/20/18	18.95
00726205	13822	XCEL ENERGY	07/20/18	78.94
00726206	730214	YOUNG COLTEN	07/20/18	150.00
00726207	32273	ALL COPY PRODUCTS INC	07/20/18	415.19
00726208	2774	COLO ASSN OF TAX APPRAISERS	07/20/18	5,500.00
00726209	13049	COMMUNITY REACH CENTER	07/20/18	52,773.08
00726210	729561	ESPINAL-MINER MELISSA	07/20/18	12.48
00726211	726557	HALL KRISTEN J	07/20/18	31.28
00726212	545376	LINX	07/20/18	511.88
00726214	16428	NICOLETTI-FLATER ASSOCIATES	07/20/18	7,275.00
00726215	599714	SUMMIT FOOD SERVICE LLC	07/20/18	35,596.53
00726216	7189	TOSHIBA FINANCIAL SERVICES	07/20/18	5,387.26
00726217	666214	TYGRETT DEBRA R	07/20/18	330.00
00726218	725336	US CORRECTIONS LLC	07/20/18	604.00
			Fund Total	**900,888.15**

5 Golf Course Enterprise Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00726046	1087	ACUITY SPECIALTY PRODUCTS INC	07/17/18	444.71
00726050	12012	ALSCO AMERICAN INDUSTRIAL	07/17/18	47.49
00726055	9822	BUCKEYE WELDING SUPPLY CO INC	07/17/18	26.00
00726056	13206	C P S DISTRIBUTORS INC	07/17/18	371.66
00726066	160270	GOLF & SPORT SOLUTIONS	07/17/18	776.74
00726071	11496	L L JOHNSON DIST	07/17/18	2,642.13
00726078	4992	PROFESSIONAL TREE & TURF EQUIP	07/17/18	86.45
00726081	89126	SIMPLOT PARTNERS	07/17/18	2,823.28
00726082	79543	SUC N UP INC	07/17/18	1,550.00
00726086	47140	TORO NSN	07/17/18	229.00
00726092	18645	WILBUR-ELLIS COMPANY LLC	07/17/18	1,051.70
			Fund Total	**10,049.16**

6 Equipment Service Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00725979	714682	SMITH JAVON D	07/17/18	65.07
00726010	11657	A & E TIRE INC	07/17/18	2,514.39
00726030	7305	O J WATSON COMPANY INC	07/17/18	6,265.00
00726035	16237	SAM HILL OIL INC	07/17/18	27,728.41
00726095	23962	ACS MANAGEMENT LLC	07/18/18	3,900.00
00726155	491796	HRT ENTERPRISES LLC	07/19/18	75.00
			Fund Total	**40,547.87**

7 Stormwater Utility Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00726058	427116	CENTURY COMMUNITIES	07/17/18	6,754.00
00726075	665955	MIDTOWN LLC	07/17/18	22,875.60
			Fund Total	**29,629.60**

13 Road & Bridge Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00726013	8909	BRANNAN SAND & GRAVEL COMPANY	07/17/18	3,363.31
00726022	506641	JK TRANSPORTS INC	07/17/18	100,004.28
00726026	720364	MENDOZA USED BRICK INC	07/17/18	3,350.00
00726041	13082	W L CONTRACTORS INC	07/17/18	2,893.55
00726132	1007	UNITED POWER (UNION REA)	07/18/18	115.48
00726133	1007	UNITED POWER (UNION REA)	07/18/18	20.00
00726134	1007	UNITED POWER (UNION REA)	07/18/18	33.00
00726135	1007	UNITED POWER (UNION REA)	07/18/18	16.50
00726136	1007	UNITED POWER (UNION REA)	07/18/18	33.00
00726137	1007	UNITED POWER (UNION REA)	07/18/18	88.49
00726138	13822	XCEL ENERGY	07/18/18	201.29
00726139	13822	XCEL ENERGY	07/18/18	114.22
00726140	13822	XCEL ENERGY	07/18/18	98.74
00726141	13822	XCEL ENERGY	07/18/18	236.05
00726142	13822	XCEL ENERGY	07/18/18	21,614.40
00726143	13822	XCEL ENERGY	07/18/18	123.01
00726144	13822	XCEL ENERGY	07/18/18	4,461.88
			Fund Total	**136,767.20**

19 Insurance Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00725926	483426	CUTTING JESSICA L	07/17/18	44.58
00726012	86298	BERG HILL GREENLEAF & RUSCITTI	07/17/18	595.00
00726014	419839	CAREHERE LLC	07/17/18	58,242.74
00726024	94481	LONGMONT FORD	07/17/18	1,347.93
00726028	174580	MILE HIGH FITNESS	07/17/18	1,260.00
00726105	2157	COLO OCCUPATIONAL MEDICINE PHY	07/18/18	380.00
00726125	215754	PEAK FORM PROFESSIONAL LLC	07/18/18	95.00
00726169	27429	ARTHUR J GALLAGHER	07/20/18	97,583.00
00726197	11552	VISION SERVICE PLAN-CONNECTICU	07/20/18	1,477.15
00726198	11552	VISION SERVICE PLAN-CONNECTICU	07/20/18	11,269.43
00726199	11552	VISION SERVICE PLAN-CONNECTICU	07/20/18	178.75
00726200	11552	VISION SERVICE PLAN-CONNECTICU	07/20/18	200.75
			Fund Total	**172,674.33**

25 Waste Management Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00726015	304171	CDPHE	07/17/18	187.50
00726027	21134	METECH RECYCLING	07/17/18	11,453.63
00726032	433702	QUANTUM WATER CONSULTING	07/17/18	14,689.48
			Fund Total	**26,330.61**

27 Open Space Projects Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00725997	1007	UNITED POWER (UNION REA)	07/17/18	20.00
00726025	320028	MATRIX DESIGN GROUP	07/17/18	20,867.95
00726042	47323	WESTERN STATES RECLAMATION INC	07/17/18	1,270.00
			Fund Total	**22,157.95**

28 Open Space Sales Tax Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00726172	39402	BIRD CONSERVANCY OF THE ROCKIE	07/20/18	4,260.17
			Fund Total	**4,260.17**

30 Community Dev Block Grant Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00726111	13456	FEDERAL HEIGHTS CITY OF	07/18/18	6,097.87
00726213	63905	MILE HIGH RENOVATION INC	07/20/18	6,450.00
			Fund Total	**12,547.87**

31 Head Start Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00726148	45333	BRAGGS- JONES SHONDRELA	07/19/18	32.70
00726149	33480	COLO BUREAU OF INVESTIGATION	07/19/18	118.50
00726154	90018	GARCIA ELIZABETH	07/19/18	93.74
00726156	39042	LUJAN VERONICA	07/19/18	126.44
00726159	153351	REED ALMA	07/19/18	144.43
00726160	537347	SANCHEZ MARITZA	07/19/18	80.33
00726163	51121	WHISENANT ELISA A	07/19/18	207.21
			Fund Total	**803.35**

34 Comm Services Blk Grant Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00726079	92604	RAMIREZ ESTHER	07/17/18	35.48
00726096	258636	ADAMS COUNTY FOOD BANK	07/18/18	2,933.70
00726099	5991	ALMOST HOME INC	07/18/18	3,111.94
00726100	5991	ALMOST HOME INC	07/18/18	13,171.51
			Fund Total	**19,252.63**

35 Workforce & Business Center

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00725907	36820	AGUINIGA CAROL	07/17/18	8.72
00725910	35827	BANKS RACHEL	07/17/18	20.17
00725913	369657	BERNAL JUAN FELIPE	07/17/18	56.68
00725917	35563	CASTILLO YVONNE	07/17/18	6.76
00725919	90879	CHAVEZ BELIA P	07/17/18	18.53
00725922	258669	CLARK RYNE	07/17/18	27.69
00725928	354196	DUKE STEPHANI	07/17/18	48.51
00725931	38689	ELLIS CHARLES	07/17/18	55.05
00725933	369792	FLORES MICHAEL	07/17/18	32.70
00725935	843241	GLASSER NOELLE	07/17/18	108.84
00725936	68923	GONZALEZ JEANETTE	07/17/18	107.37
00725941	147003	HICKMAN SHARON	07/17/18	9.43
00725943	553649	HORNER ANDREW	07/17/18	21.80
00725945	71226	JAMES TRUDY	07/17/18	31.93
00725946	281998	KAMMERZELL JODIE	07/17/18	18.42
00725949	62480	MARTINEZ MARTHA	07/17/18	23.22
00725950	580067	MCBOAT GREG	07/17/18	16.35
00725952	90481	MCDANIEL JENNIFER	07/17/18	97.12
00725956	78254	MEDINA KRISTINA	07/17/18	20.76
00725958	79308	MOJZIS YOLANDA ANNE	07/17/18	26.38
00725963	679409	NEWTON JENNIFER	07/17/18	90.80
00725967	481825	PARRA ALDO	07/17/18	522.11
00725970	40920	POST REBECCA	07/17/18	69.22
00725973	915166	RODRIGUEZ SONIA	07/17/18	49.81
00725976	357890	SCHAGER BRETT	07/17/18	165.14
00725980	726548	SOSA VICTOR M	07/17/18	11.99
00726003	726554	WEST JESSICA	07/17/18	39.40
00726047	252050	ADAMS COUNTY HUMAN SERVICES	07/17/18	307.77
			Fund Total	**2,012.67**

43 Front Range Airport

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00725859	2381	COLO ANALYTICAL LABORATORY	07/16/18	100.00
00725860	414764	COMMUNITY MEDIATION CONCEPTS	07/16/18	950.00
00725872	112383	LOTTMAN OIL COMPANY	07/16/18	320.00
00725909	80118	AT&T CORP	07/17/18	98.78
00725929	13410	EASTERN SLOPE RURAL TELEPHONE	07/17/18	88.90
00725965	618136	PARAGON DINING SERVICES	07/17/18	6,675.53
00725975	37110	SB PORTA BOWL RESTROOMS INC	07/17/18	396.00
00725981	49310	SOUTH PARK EMBROIDERY	07/17/18	56.34
00725986	80267	SWIMS DISPOSAL	07/17/18	678.75
00726181	112383	LOTTMAN OIL COMPANY	07/20/18	286.00
00726183	443757	NRG DGPV FUND 1 LLC	07/20/18	529.51
00726184	443757	NRG DGPV FUND 1 LLC	07/20/18	1,169.15
00726185	443757	NRG DGPV FUND 1 LLC	07/20/18	730.20
00726186	443757	NRG DGPV FUND 1 LLC	07/20/18	535.06
00726191	49310	SOUTH PARK EMBROIDERY	07/20/18	143.63
			Fund Total	**12,757.85**

50 FLATROCK Facility Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00726018	612089	COMMERCIAL CLEANING SYSTEMS	07/17/18	1,430.24
00726039	66264	SYSTEMS GROUP	07/17/18	300.00
			Fund Total	**1,730.24**

94 **Sheriff Payables**

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00725923	33480	COLO BUREAU OF INVESTIGATION	07/17/18	12,277.50
			Fund Total	**12,277.50**

Grand Total	**1,404,687.15**

4302	Airport Administration	Fund	Voucher	Batch No	GL Date	Amount
	Telephone					
	AT&T CORP	00043	930705	311942	07/10/18	85.76
					Account Total	85.76
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	930708	311942	07/10/18	396.00
	SWIMS DISPOSAL	00043	930710	311942	07/10/18	298.75
	SWIMS DISPOSAL	00043	930711	311942	07/10/18	400.00
	SWIMS DISPOSAL	00043	930711	311942	07/10/18	20.00-
					Account Total	1,074.75
					Department Total	1,160.51

4308	Airport ATCT	Fund	Voucher	Batch No	GL Date	Amount
	Telephone					
	AT&T CORP	00043	930705	311942	07/10/18	6.51
					Account Total	6.51
					Department Total	6.51

4303	Airport FBO	Fund	Voucher	Batch No	GL Date	Amount
	Airport Freight					
	LOTTMAN OIL COMPANY	00043	930873	312133	07/11/18	5.00
	LOTTMAN OIL COMPANY	00043	931455	312727	07/18/18	5.00
					Account Total	10.00
	Oil & Lubrication					
	LOTTMAN OIL COMPANY	00043	930873	312133	07/11/18	315.00
	LOTTMAN OIL COMPANY	00043	931455	312727	07/18/18	281.00
					Account Total	596.00
	Uniforms & Cleaning					
	SOUTH PARK EMBROIDERY	00043	930709	311942	07/10/18	56.34
	SOUTH PARK EMBROIDERY	00043	931456	312727	07/18/18	143.63
					Account Total	199.97
					Department Total	805.97

4304	Airport Operations/Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	NRG DGPV FUND 1 LLC	00043	931458	312738	07/18/18	529.51
	NRG DGPV FUND 1 LLC	00043	931459	312738	07/18/18	1,169.15
	NRG DGPV FUND 1 LLC	00043	931460	312738	07/18/18	730.20
	NRG DGPV FUND 1 LLC	00043	931461	312738	07/18/18	535.06
					Account Total	2,963.92
	Telephone					
	AT&T CORP	00043	930705	311942	07/10/18	6.51
	EASTERN SLOPE RURAL TELEPHONE	00043	930706	311942	07/10/18	88.90
					Account Total	95.41
					Department Total	3,059.33

99800	All Ofc Shared Direct	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	DUKE STEPHANI	00035	930364	311575	06/30/18	48.51
					Account Total	48.51
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	930968	312346	07/13/18	290.38
					Account Total	290.38
					Department Total	338.89

2051	ANS - Administration	Fund	Voucher	Batch No	GL Date	Amount
	Animal Control/Shelter					
	PINEDA ERNESTO	00001	931341	312564	07/17/18	10.00
	RAMIREZ REYNA	00001	931342	312564	07/17/18	200.00
	YOUNG COLTEN	00001	931549	312852	07/19/18	150.00
					Account Total	360.00
					Department Total	360.00

1011	Board of County Commissioners	Fund	Voucher	Batch No	GL Date	Amount
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00001	931037	312353	07/13/18	46.80
	COLORADO COMMUNITY MEDIA	00001	931046	312355	07/13/18	12.24
					Account Total	59.04
	Operating Supplies					
	KODIAK RANCH LLC	00001	930787	312088	07/11/18	750.00
					Account Total	750.00
	Special Events					
	MAPLETON EDUCATION FOUNDATION	00001	931138	312379	07/13/18	3,000.00
	PRECIOUS CHILD	00001	931293	312484	07/16/18	1,000.00
					Account Total	4,000.00
	Travel & Transportation					
	HODGE MARY	00001	930987	312346	07/13/18	102.10
	LARIMER COUNTY	00001	931038	312354	07/13/18	400.00
					Account Total	502.10
					Department Total	5,311.14

1024	Budget Office	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	LARIMER COUNTY	00001	930995	312346	07/13/18	800.00
					Account Total	800.00
					Department Total	800.00

4306	Cafe	Fund	Voucher	Batch No	GL Date	Amount
	Snack Bar Supplies, Rep & Main					
	PARAGON DINING SERVICES	00043	930702	311927	06/30/18	6,675.53
					Account Total	6,675.53
					Department Total	6,675.53

1041	County Assessor	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	COLO ASSN OF TAX APPRAISERS	00001	931448	312703	07/18/18	5,500.00
					Account Total	5,500.00
	Office Equip Rep & Maint					
	ALL COPY PRODUCTS INC	00001	931447	312703	07/18/18	322.25
					Account Total	322.25
	Operating Supplies					
	ALL COPY PRODUCTS INC	00001	931446	312703	07/18/18	92.94
					Account Total	92.94
					Department Total	5,915.19

1013	County Attorney	Fund	Voucher	Batch No	GL Date	Amount
	Messenger/Delivery Service					
	FEDEX	00001	930926	312233	07/12/18	235.81
					Account Total	235.81
	Other Professional Serv					
	COLORADO COMMUNITY MEDIA	00001	930933	312233	07/12/18	22.24
	GARFIELD COUNTY SHERIFF	00001	930928	312233	07/12/18	53.90
	GARFIELD COUNTY SHERIFF	00001	930929	312233	07/12/18	37.50
	JEFFERSON COUNTY SHERIFF'S CIV	00001	930930	312233	07/12/18	43.50
	METROWEST NEWSPAPERS	00001	930932	312233	07/12/18	27.28
	SAGUACHE COUNTY SHERIFF	00001	930931	312233	07/12/18	38.40
					Account Total	222.82
					Department Total	458.63

1031	County Treasurer	Fund	Voucher	Batch No	GL Date	Amount
	Postage & Freight					
	ADCO HUMAN SERVICES DEPT	00001	931556	312852	07/19/18	57.24
	MAIL MASTERS OF COLORADO	00001	931322	312552	07/17/18	2,308.07-
					Account Total	2,250.83-
	Printing External					
	MAIL MASTERS OF COLORADO	00001	931322	312552	07/17/18	5,534.53
					Account Total	5,534.53
					Department Total	3,283.70

1074	CA- Risk Management	Fund	Voucher	Batch No	GL Date	Amount
	Safety-Drug & Al Test/Med Cert					
	COLO OCCUPATIONAL MEDICINE PHY	00019	930927	312233	07/12/18	380.00
	PEAK FORM PROFESSIONAL LLC	00019	930934	312233	07/12/18	95.00
					Account Total	475.00
					Department Total	475.00

941016	CDBG	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Inst.-Pgm. Cst					
	FEDERAL HEIGHTS CITY OF	00030	931320	312487	07/16/18	6,097.87
					Account Total	6,097.87
					Department Total	6,097.87

941017	CDBG 2017/2018	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Institutions					
	MILE HIGH RENOVATION INC	00030	931477	312835	07/19/18	6,450.00
					Account Total	6,450.00
					Department Total	6,450.00

1022	CLK Elections	Fund	Voucher	Batch No	GL Date	Amount
	Legal Notices					
	METROWEST NEWSPAPERS	00001	930950	312337	07/13/18	83.16
					Account Total	83.16
	Mileage Reimbursements					
	ESPINAL-MINER MELISSA	00001	931539	312846	07/19/18	12.48
					Account Total	12.48
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	930949	312337	07/13/18	350.00
					Account Total	350.00
					Department Total	445.64

1023	CLK Motor Vehicle	Fund	Voucher	Batch No	GL Date	Amount
	Destruction of Records					
	SHRED IT USA LLC	00001	930951	312337	07/13/18	96.60
					Account Total	96.60
	Mileage Reimbursements					
	ALVAREZ KIMBERLY	00001	930886	312216	07/12/18	72.81
	CASARES SELINA	00001	930888	312216	07/12/18	59.51
	CERVANTES ATONNIE	00001	930887	312216	07/12/18	72.81
	DESTEFANO CARA L	00001	930889	312216	07/12/18	49.05
	FISHER JULIE	00001	930890	312216	07/12/18	586.42
	FRANCH SHAWN	00001	930891	312216	07/12/18	44.47
	HALL KRISTEN J	00001	931540	312846	07/19/18	31.28
	ROSTENBACH SU-LIN	00001	930892	312216	07/12/18	125.90
	SEWALD SHERI	00001	930893	312216	07/12/18	154.44
	SHAW PAMELA	00001	930894	312216	07/12/18	46.43
	SOSA CHRISTELLA	00001	930895	312216	07/12/18	41.53
					Account Total	1,284.65
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	930947	312337	07/13/18	26.89
	GONZALEZ ROSA	00001	930773	312076	07/11/18	618.90
					Account Total	645.79
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	930948	312337	07/13/18	65.00
					Account Total	65.00
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	930946	312337	07/13/18	1,920.25
					Account Total	1,920.25
					Department Total	4,012.29

951016	CSBG	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	ALMOST HOME INC	00034	931003	312348	07/13/18	1,280.00
					Account Total	1,280.00
	Grants to Other Instit					
	ADAMS COUNTY FOOD BANK	00034	930996	312348	07/13/18	2,933.70
	ALMOST HOME INC	00034	931028	312348	07/13/18	13,171.51
					Account Total	16,105.21
	Mileage Reimbursements					
	RAMIREZ ESTHER	00034	931005	312346	07/13/18	35.48
					Account Total	35.48
	Travel & Transportation					
	ALMOST HOME INC	00034	931003	312348	07/13/18	1,831.94
					Account Total	1,831.94
					Department Total	19,252.63

1051	District Attorney	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	931039	312356	07/13/18	12.00
	KLATT LINDSAY	00001	931045	312356	07/13/18	26.16
	LINDSAY SUE	00001	931047	312356	07/13/18	103.62
	MASON BRIAN	00001	931049	312356	07/13/18	110.09
					Account Total	251.87
	Other Professional Serv					
	EIDE BAILLY LLP	00001	931122	312356	07/13/18	1,539.00
	MIAMI-DADE CLERK OF THE COURT	00001	931044	312356	07/13/18	10.00
	MILLER SUVI	00001	931050	312356	07/13/18	80.00
	SNYDER KATHERINE	00001	931055	312356	07/13/18	638.70
					Account Total	2,267.70
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	931040	312356	07/13/18	32.25
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	931040	312356	07/13/18	184.44
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	931040	312356	07/13/18	22.34
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	931040	312356	07/13/18	89.09
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	931040	312356	07/13/18	62.03
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	931522	312839	07/19/18	47.43
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	931522	312839	07/19/18	170.50
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	931522	312839	07/19/18	178.17
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	931522	312839	07/19/18	605.54
					Account Total	1,391.79
					Department Total	3,911.36

9261	DA- Diversion Project	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	ALVAREZ MEGAN	00001	931041	312356	07/13/18	46.33
					Account Total	46.33
					Department Total	46.33

9248	Employee Engagement	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	SWAIN DENNIS	00001	931015	312346	07/13/18	76.25
					Account Total	76.25
					Department Total	76.25

99500	Employment First	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	CLARK RYNE	00035	930361	311575	06/30/18	27.69
	FLORES MICHAEL	00035	930367	311575	06/30/18	32.70
	HORNER ANDREW	00035	930372	311575	06/30/18	21.80
	MEDINA KRISTINA	00035	930382	311575	06/30/18	20.76
					Account Total	102.95
					Department Total	102.95

97802	Employment Support Fund	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	GONZALEZ JEANETTE	00035	930369	311575	06/30/18	107.37
	KAMMERZELL JODIE	00035	930374	311575	06/30/18	18.42
	MCBOAT GREG	00035	930378	311575	06/30/18	8.18
	MCDANIEL JENNIFER	00035	930380	311575	06/30/18	97.12
	NEWTON JENNIFER	00035	930385	311575	06/30/18	11.72
					Account Total	242.81
					Department Total	242.81

6	Equipment Service Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	931207	312466	07/16/18	301.70
	A & E TIRE INC	00006	931208	312466	07/16/18	174.80
	A & E TIRE INC	00006	931209	312466	07/16/18	133.57
	A & E TIRE INC	00006	931210	312466	07/16/18	1,331.76
	A & E TIRE INC	00006	931211	312466	07/16/18	572.56
	O J WATSON COMPANY INC	00006	931223	312466	07/16/18	6,265.00
	SAM HILL OIL INC	00006	931226	312466	07/16/18	24,308.96
	SAM HILL OIL INC	00006	931226	312466	07/16/18	3,419.45
					Account Total	36,507.80
					Department Total	36,507.80

9243	Extension - Family & Consumer	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	930772	312073	07/11/18	41.15
					Account Total	41.15
					Department Total	41.15

9240	Extension - Horticulture	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	930772	312073	07/11/18	41.15
					Account Total	41.15
	Travel & Transportation					
	ANDERSON CASSIE	00001	931429	312693	07/18/18	157.00
					Account Total	157.00
					Department Total	198.15

9241	Extension- Administration	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	930772	312073	07/11/18	96.35
					Account Total	96.35
					Department Total	96.35

9244	Extension- 4-H/Youth	Fund	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	HURDELBRINK JULIA	00001	930870	312128	07/11/18	15.00
	KIRKHAM JAMIE R	00001	930871	312128	07/11/18	15.00
	SUMMIT VIEW SOLUTIONS LLC	00001	930756	312073	07/11/18	170.00
	SUMMIT VIEW SOLUTIONS LLC	00001	930757	312073	07/11/18	132.00
					Account Total	332.00
	Other Communications					
	VERIZON WIRELESS	00001	930772	312073	07/11/18	41.15
	VERIZON WIRELESS	00001	930772	312073	07/11/18	41.15
	VERIZON WIRELESS	00001	930772	312073	07/11/18	41.15
					Account Total	123.45
					Department Total	455.45

5025	Facilities Club House Maint.	Fund	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	AAA PEST PROS	00005	931113	312367	07/13/18	35.00
					Account Total	35.00
					Department Total	35.00

1014	Finance	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	LARIMER COUNTY	00001	931550	312852	07/19/18	200.00
					Account Total	200.00
	Membership Dues					
	GOVERNMENT FINANCE OFFICERS AS	00001	930984	312346	07/13/18	261.00
					Account Total	261.00
					Department Total	461.00

1018	Finance General Accounting	Fund	Voucher	Batch No	GL Date	Amount
	Membership Dues					
	GOVERNMENT FINANCE OFFICERS AS	00001	930984	312346	07/13/18	261.00
	GOVERNMENT FINANCE OFFICERS AS	00001	930984	312346	07/13/18	261.00
	GOVERNMENT FINANCE OFFICERS AS	00001	930984	312346	07/13/18	261.00
	GOVERNMENT FINANCE OFFICERS AS	00001	930984	312346	07/13/18	261.00
					Account Total	1,044.00
					Department Total	1,044.00

1017	Finance Purchasing	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	HARTMANN SHAWN	00001	931339	312564	07/17/18	24.42
	HARTMANN SHAWN	00001	931340	312564	07/17/18	18.86
					Account Total	43.28
					Department Total	43.28

9111	Fleet- Admin	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications					
	ACS MANAGEMENT LLC	00006	930942	312326	07/13/18	3,900.00
					Account Total	3,900.00
					Department Total	3,900.00

9114	Fleet- Commerce	Fund	Voucher	Batch No	GL Date	Amount
	Tools Reimbursement					
	SMITH JAVON D	00006	930868	312126	07/11/18	65.07
					Account Total	65.07
	Vehicle Repair & Maint					
	HRT ENTERPRISES LLC	00006	931202	312465	07/16/18	75.00
					Account Total	75.00
					Department Total	140.07

50	FLATROCK Facility Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	COMMERCIAL CLEANING SYSTEMS	00050	931216	312466	07/16/18	1,430.24
	SYSTEMS GROUP	00050	931230	312466	07/16/18	300.00
					Account Total	1,730.24
					Department Total	1,730.24

1091	FO - Administration	Fund	Voucher	Batch No	GL Date	Amount
	Building Rental					
	BENNETT TOWN OF	00001	931105	312367	07/13/18	1,500.00
					Account Total	1,500.00
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	200.00
					Account Total	200.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8585	00001	931012	312350	07/02/18	72.20
					Account Total	72.20
					Department Total	1,772.20

1075	FO - Administration Bldg	Fund	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	WEATHERSURE	00001	931091	312367	07/13/18	411.04
					Account Total	411.04
	Gas & Electricity					
	Energy Cap Bill ID=8590	00001	931009	312350	07/05/18	195.03
	Energy Cap Bill ID=8592	00001	931010	312350	07/01/18	121.06
					Account Total	316.09
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	80.00
					Account Total	80.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8586	00001	931011	312350	06/29/18	1,386.00
					Account Total	1,386.00
					Department Total	2,193.13

1113	FO - Children & Family Service	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	40.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	931069	312366	07/13/18	30.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	931070	312366	07/13/18	30.00
	GO UP ELEVATOR INSPECTION SERV	00001	931086	312367	07/13/18	650.00
					Account Total	750.00
					Department Total	750.00

1060	FO - Community Corrections	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8593	00001	931006	312350	07/03/18	4,434.64
					Account Total	4,434.64
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	60.00
					Account Total	60.00
					Department Total	4,494.64

1114	FO - District Attorney Bldg.	Fund	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	BRIGHTON CITY OF	00001	931059	312365	07/13/18	299.06
	BRIGHTON FIRE RESCUE DISTRICT	00001	931058	312365	07/13/18	100.00
					Account Total	399.06
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	60.00
					Account Total	60.00
					Department Total	459.06

2090	FO - Flatrock Facility	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	AAA PEST PROS	00050	931113	312367	07/13/18	40.00
					Account Total	40.00
					Department Total	40.00

1077	FO - Government Center	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	145.00
	AIRVAC SYSTEMS	00001	931096	312367	07/13/18	581.51
	SUMMIT LABORATORIES INC	00001	931102	312367	07/13/18	480.00
					Account Total	1,206.51
					Department Total	1,206.51

1070	FO - Honnen/Plan&Devel/MV Ware	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8588	00001	931008	312350	07/02/18	1,332.90
					Account Total	1,332.90
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	160.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	931071	312366	07/13/18	30.00
	GO UP ELEVATOR INSPECTION SERV	00001	931087	312367	07/13/18	325.00
					Account Total	515.00
					Department Total	1,847.90

1067	FO - Human Service Building	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	50.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	931062	312366	07/13/18	30.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	931064	312366	07/13/18	30.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	931065	312366	07/13/18	30.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	931066	312366	07/13/18	30.00
	GO UP ELEVATOR INSPECTION SERV	00001	931083	312367	07/13/18	1,000.00
					Account Total	1,170.00
					Department Total	1,170.00

1071	FO - Justice Center	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	110.00
					Account Total	110.00
					Department Total	110.00

2009	FO - Sheriff Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	325.00
					Account Total	325.00
					Department Total	325.00

1072	FO - West Service Center	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	40.00
					Account Total	40.00
					Department Total	40.00

1076	FO-Adams County Service Center	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	65.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	931072	312366	07/13/18	30.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	931074	312366	07/13/18	30.00
	GO UP ELEVATOR INSPECTION SERV	00001	931081	312367	07/13/18	650.00
	GO UP ELEVATOR INSPECTION SERV	00001	931089	312367	07/13/18	175.00
					Account Total	950.00
					Department Total	950.00

1069	FO-Animal Shelter Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8591	00001	931007	312350	07/05/18	2,663.57
					Account Total	2,663.57
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	55.00
					Account Total	55.00
					Department Total	2,718.57

1112	FO-Sheriff HQ/Coroner Building	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8589	00001	931013	312350	07/05/18	4,900.88
					Account Total	4,900.88
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	55.00
					Account Total	55.00
					Department Total	4,955.88

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00001	931321	312488	07/16/18	585.61
					Account Total	585.61
	Petty Cash					
	ADAMS COUNTY TREASURER	00001	931239	312469	07/16/18	1,600.00
					Account Total	1,600.00
	Received not Vouchered Clrg					
	ADVANCED LAUNDRY SYSTEMS	00001	931043	312359	07/13/18	531.34
	ALLIED UNIVERSAL SECURITY SERV	00001	930737	311946	07/10/18	20,519.97
	ALLIED UNIVERSAL SECURITY SERV	00001	931212	312466	07/16/18	1,676.97
	ALLIED UNIVERSAL SECURITY SERV	00001	931213	312466	07/16/18	1,667.70
	BERG HILL GREENLEAF & RUSCITTI	00001	931236	312466	07/16/18	595.00
	BI INCORPORATED	00001	931048	312359	07/13/18	709.44
	BI INCORPORATED	00001	931048	312359	07/13/18	954.20
	BIG PAULIE PRODUCTIONS LLC	00001	931529	312840	07/19/18	54,121.25
	BIG PAULIE PRODUCTIONS LLC	00001	931538	312840	07/19/18	9,000.00
	COHEN MILSTEIN SELLERS & TOLL	00001	931524	312840	07/19/18	2,008.13
	COHEN MILSTEIN SELLERS & TOLL	00001	931525	312840	07/19/18	3,189.37
	COHEN MILSTEIN SELLERS & TOLL	00001	931526	312840	07/19/18	3,898.12
	COLO CARPET CENTER INC	00001	931217	312466	07/16/18	18,178.92
	COLO DIST ATTORNEY COUNCIL	00001	931051	312359	07/13/18	3,873.00
	COLO DIST ATTORNEY COUNCIL	00001	931527	312840	07/19/18	3,047.00
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	6,872.16
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	4,233.97
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	438.83
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	713.60
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	720.72
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	440.77
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	3,038.42
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	1,383.43
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	18,956.05
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	604.03
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	833.78
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	27,358.12
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	1,705.17

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	825.55
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	4,424.89
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	437.55
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	1,621.25
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	3,851.11
	COMMERCIAL CLEANING SYSTEMS	00001	931215	312466	07/16/18	646.68
	COMMUNITY REACH CENTER	00001	931365	312597	07/17/18	52,773.08
	DATAWORKS PLUS LLC	00001	931052	312359	07/13/18	12,750.00
	DATAWORKS PLUS LLC	00001	931052	312359	07/13/18	5,595.00
	DATAWORKS PLUS LLC	00001	931052	312359	07/13/18	5,595.00
	DATAWORKS PLUS LLC	00001	931052	312359	07/13/18	625.00
	HEWLETT-PACKARD ENTERPRISE CO	00001	931060	312359	07/13/18	6,841.71
	HILL'S PET NUTRITION SALES INC	00001	931294	312486	07/16/18	525.60
	IDEXX DISTRIBUTION INC	00001	931307	312486	07/16/18	857.10
	INSIGHT PUBLIC SECTOR	00001	931061	312359	07/13/18	1,438.20
	INSIGHT PUBLIC SECTOR	00001	931067	312359	07/13/18	6,568.42
	JACHIMIAK PETERSON LLC	00001	931237	312466	07/16/18	2,007.50
	JACHIMIAK PETERSON LLC	00001	931238	312466	07/16/18	4,977.50
	JWC ENVIRONMENTAL LLC	00001	931218	312466	07/16/18	17,459.62
	K&H INTEGRATED PRINT SOLUTIONS	00001	931535	312840	07/19/18	176,088.66
	KD SERVICE GROUP	00001	930739	311946	07/10/18	1,645.21
	LINX	00001	931366	312597	07/17/18	511.88
	MATRIX DESIGN GROUP	00001	931221	312466	07/16/18	20,867.95
	MWI VETERINARY SUPPLY CO	00001	931295	312486	07/16/18	971.53
	MWI VETERINARY SUPPLY CO	00001	931296	312486	07/16/18	1,151.10
	MWI VETERINARY SUPPLY CO	00001	931297	312486	07/16/18	345.53
	MWI VETERINARY SUPPLY CO	00001	931299	312486	07/16/18	179.29
	NCS PEARSON INC	00001	931112	312359	07/13/18	1,010.00
	NICOLETTI-FLATER ASSOCIATES	00001	931115	312359	07/13/18	3,100.00
	NICOLETTI-FLATER ASSOCIATES	00001	931115	312359	07/13/18	1,875.00
	NICOLETTI-FLATER ASSOCIATES	00001	931115	312359	07/13/18	400.00
	NICOLETTI-FLATER ASSOCIATES	00001	931116	312359	07/13/18	3,705.00
	NICOLETTI-FLATER ASSOCIATES	00001	931367	312597	07/17/18	200.00
	NICOLETTI-FLATER ASSOCIATES	00001	931367	312597	07/17/18	1,900.00
	NICOLETTI-FLATER ASSOCIATES	00001	931367	312597	07/17/18	5,175.00
	NORCHEM DRUG TESTING LABORATOR	00001	930738	311946	07/10/18	45.00

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	OUTDOOR PROMOTIONS OF COLORADO	00001	931531	312840	07/19/18	3,735.00
	PATTERSON VETERINARY SUPPLY IN	00001	931298	312486	07/16/18	82.43
	PATTERSON VETERINARY SUPPLY IN	00001	931300	312486	07/16/18	672.16
	PATTERSON VETERINARY SUPPLY IN	00001	931305	312486	07/16/18	676.50
	PATTERSON VETERINARY SUPPLY IN	00001	931306	312486	07/16/18	456.30
	PEARL COUNSELING ASSOCIATES	00001	930740	311946	07/10/18	2,125.00
	PEARL COUNSELING ASSOCIATES	00001	930740	311946	07/10/18	3,775.00
	PORTER LEE CORPORATION	00001	931117	312359	07/13/18	5,000.00
	RANDSTAD US LP	00001	931301	312486	07/16/18	571.92
	ROADRUNNER PHARMACY INCORPORAT	00001	931302	312486	07/16/18	201.60
	ROADRUNNER PHARMACY INCORPORAT	00001	931303	312486	07/16/18	55.95
	SAFEWARE INC	00001	931119	312359	07/13/18	20,746.00
	SAFEWARE INC	00001	931119	312359	07/13/18	2,852.00
	SAFEWARE INC	00001	931119	312359	07/13/18	2,852.00
	SAFEWARE INC	00001	931119	312359	07/13/18	5,704.00
	SAFEWARE INC	00001	931119	312359	07/13/18	13,777.00
	SAFEWARE INC	00001	931120	312359	07/13/18	480.00
	SAFEWARE INC	00001	931121	312359	07/13/18	240.00
	SAFEWARE INC	00001	931123	312359	07/13/18	720.00
	SAFEWARE INC	00001	931124	312359	07/13/18	536.00
	SCHULTZ PUBLIC AFFAIRS LLC	00001	931227	312466	07/16/18	4,333.33
	STATE OF COLORADO	00001	931537	312840	07/19/18	208.14
	STATE OF COLORADO	00001	931537	312840	07/19/18	436.15
	SUMMIT FOOD SERVICE LLC	00001	930718	311946	07/10/18	5,571.99
	SUMMIT FOOD SERVICE LLC	00001	930719	311946	07/10/18	31,230.35
	SUMMIT FOOD SERVICE LLC	00001	931368	312597	07/17/18	5,483.08
	SUMMIT FOOD SERVICE LLC	00001	931369	312597	07/17/18	30,113.45
	SWINGLE LAWN TREE AND LANDSCAP	00001	931228	312466	07/16/18	12,190.00
	SWINGLE LAWN TREE AND LANDSCAP	00001	931229	312466	07/16/18	2,320.00
	SYSTEMS GROUP	00001	931231	312466	07/16/18	200.00
	SYSTEMS GROUP	00001	931232	312466	07/16/18	17,693.00
	THYSSENKRUPP ELEVATOR CORP	00001	931233	312466	07/16/18	1,182.04
	THYSSENKRUPP ELEVATOR CORP	00001	931233	312466	07/16/18	125.00
	THYSSENKRUPP ELEVATOR CORP	00001	931233	312466	07/16/18	2,575.00
	THYSSENKRUPP ELEVATOR CORP	00001	931233	312466	07/16/18	91.21
	THYSSENKRUPP ELEVATOR CORP	00001	931233	312466	07/16/18	791.00

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	THYSSENKRUPP ELEVATOR CORP	00001	931233	312466	07/16/18	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	931233	312466	07/16/18	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	931233	312466	07/16/18	325.00
	THYSSENKRUPP ELEVATOR CORP	00001	931233	312466	07/16/18	675.00
	THYSSENKRUPP ELEVATOR CORP	00001	931233	312466	07/16/18	250.00
	TOSHIBA FINANCIAL SERVICES	00001	931371	312597	07/17/18	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	931371	312597	07/17/18	1,278.28
	TOSHIBA FINANCIAL SERVICES	00001	931371	312597	07/17/18	187.44
	TOSHIBA FINANCIAL SERVICES	00001	931371	312597	07/17/18	1,050.52
	TYGRETT DEBRA R	00001	930720	311946	07/10/18	328.00
	TYGRETT DEBRA R	00001	931370	312597	07/17/18	330.00
	US CORRECTIONS LLC	00001	930712	311946	07/10/18	1,050.00
	US CORRECTIONS LLC	00001	930713	311946	07/10/18	2,008.00
	US CORRECTIONS LLC	00001	930714	311946	07/10/18	621.00
	US CORRECTIONS LLC	00001	930715	311946	07/10/18	994.00
	US CORRECTIONS LLC	00001	930716	311946	07/10/18	982.00
	US CORRECTIONS LLC	00001	930717	311946	07/10/18	784.00
	US CORRECTIONS LLC	00001	931372	312597	07/17/18	604.00
	VARIDESK LLC	00001	931523	312840	07/19/18	3,555.00
	VARIDESK LLC	00001	931523	312840	07/19/18	2,133.00
	VARIDESK LLC	00001	931523	312840	07/19/18	2,488.50
	WHITESTONE CONSTRUCTION SERVIC	00001	931235	312466	07/16/18	55,040.00
	WRIGHTWAY INDUSTRIES INC	00001	931304	312486	07/16/18	47.70
					Account Total	798,166.43
	Retainages Payable					
	WHITESTONE CONSTRUCTION SERVIC	00001	931235	312466	07/16/18	2,752.00-
					Account Total	2,752.00-
					Department Total	797,600.04

5026	Golf Course- Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	BUCKEYE WELDING SUPPLY CO INC	00005	930902	312222	07/12/18	26.00
					Account Total	26.00
	Grounds Maintenance					
	C P S DISTRIBUTORS INC	00005	930903	312222	07/12/18	334.88
	C P S DISTRIBUTORS INC	00005	930904	312222	07/12/18	36.78
	GOLF & SPORT SOLUTIONS	00005	930905	312222	07/12/18	399.68
	GOLF & SPORT SOLUTIONS	00005	930906	312222	07/12/18	377.06
	L L JOHNSON DIST	00005	930912	312222	07/12/18	12.03
	L L JOHNSON DIST	00005	930913	312222	07/12/18	69.86
	L L JOHNSON DIST	00005	930914	312222	07/12/18	1,101.00
	SIMPLOT PARTNERS	00005	930916	312222	07/12/18	2,823.28
	SUC N UP INC	00005	930917	312222	07/12/18	1,550.00
	TORO NSN	00005	930918	312222	07/12/18	229.00
	WILBUR-ELLIS COMPANY LLC	00005	930919	312222	07/12/18	1,051.70
					Account Total	7,985.27
	Repair & Maint Supplies					
	ACUITY SPECIALTY PRODUCTS INC	00005	930899	312222	07/12/18	319.10
	ACUITY SPECIALTY PRODUCTS INC	00005	930900	312222	07/12/18	125.61
	ALSCO AMERICAN INDUSTRIAL	00005	930901	312222	07/12/18	47.49
					Account Total	492.20
	Vehicle Parts & Supplies					
	L L JOHNSON DIST	00005	930907	312222	07/12/18	84.95
	L L JOHNSON DIST	00005	930908	312222	07/12/18	36.03
	L L JOHNSON DIST	00005	930909	312222	07/12/18	166.91
	L L JOHNSON DIST	00005	930910	312222	07/12/18	36.23
	L L JOHNSON DIST	00005	930911	312222	07/12/18	1,135.12
	PROFESSIONAL TREE & TURF EQUIP	00005	930915	312222	07/12/18	86.45
					Account Total	1,545.69
					Department Total	10,049.16

9252	GF- Admin/Org Support	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	ADAMS COUNTY RETIREMENT PLAN	00001	931022	312346	07/13/18	912.83
					Account Total	912.83
					Department Total	912.83

1015	Human Resources- Admin	Fund	Voucher	Batch No	GL Date	Amount
	Insurance Premiums					
	STICKA LAVONNE	00001	931559	312852	07/19/18	300.00
					Account Total	300.00
	Other Professional Serv					
	POINT ALLIANCE LLC	00001	930896	312220	07/12/18	350.00
					Account Total	350.00
	Travel & Transportation					
	SWAIN DENNIS	00001	931019	312346	07/13/18	141.00
					Account Total	141.00
	Tuition Reimbursement					
	CASEY DAREN	00001	931343	312564	07/17/18	1,262.80
	STOGSDILL SHANNA	00001	930898	312220	07/12/18	806.00
					Account Total	2,068.80
					Department Total	2,859.80

1079	Human Services Center	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	125.00
					Account Total	125.00
	Other Repair & Maint					
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	931092	312367	07/13/18	12,252.00
					Account Total	12,252.00
					Department Total	12,377.00

935118	HHS Grant	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	BRAGGS- JONES SHONDRELA	00031	931263	312480	07/16/18	32.70
	GARCIA ELIZABETH	00031	931264	312480	07/16/18	93.74
	LUJAN VERONICA	00031	931265	312480	07/16/18	126.44
	REED ALMA	00031	931266	312480	07/16/18	144.43
	SANCHEZ MARITZA	00031	931267	312480	07/16/18	80.33
	WHISENANT ELISA A	00031	931268	312480	07/16/18	207.21
					Account Total	684.85
	Other Professional Serv					
	COLO BUREAU OF INVESTIGATION	00031	931261	312479	07/16/18	118.50
					Account Total	118.50
					Department Total	803.35

1034	HR- Social Services	Fund	Voucher	Batch No	GL Date	Amount
	Messenger/Delivery Service					
	QUICKSILVER EXPRESS COURIER	00001	930897	312220	07/12/18	159.44
					Account Total	159.44
	Mileage Reimbursements					
	ADAMS SHERRI	00001	930879	312213	07/12/18	53.46
					Account Total	53.46
					Department Total	212.90

8622	Insurance -Benefits & Wellness	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	CUTTING JESSICA L	00019	930872	312130	07/11/18	44.58
					Account Total	44.58
					Department Total	44.58

19	Insurance Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ARTHUR J GALLAGHER	00019	931528	312840	07/19/18	97,583.00
	CAREHERE LLC	00019	931206	312466	07/16/18	8,579.00
	CAREHERE LLC	00019	931204	312466	07/16/18	8,579.00
	CAREHERE LLC	00019	931204	312466	07/16/18	9,171.00
	CAREHERE LLC	00019	931206	312466	07/16/18	9,171.00
	CAREHERE LLC	00019	931214	312466	07/16/18	29.60
	CAREHERE LLC	00019	931214	312466	07/16/18	793.50
	CAREHERE LLC	00019	931214	312466	07/16/18	4,059.15
	CAREHERE LLC	00019	931214	312466	07/16/18	1,057.35
	CAREHERE LLC	00019	931214	312466	07/16/18	16,803.14
	LONGMONT FORD	00019	931220	312466	07/16/18	1,347.93
	MILE HIGH FITNESS	00019	931222	312466	07/16/18	1,260.00
					Account Total	158,433.67
					Department Total	158,433.67

8623	Insurance- Vision	Fund	Voucher	Batch No	GL Date	Amount
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	931552	312852	07/19/18	11,269.43
	VISION SERVICE PLAN-CONNECTICU	00019	931553	312852	07/19/18	178.75
	VISION SERVICE PLAN-CONNECTICU	00019	931554	312852	07/19/18	200.75
					Account Total	11,648.93
					Department Total	11,648.93

1061	IT Administration	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	ARCHER BRANDON	00001	930963	312346	07/13/18	253.87
					Account Total	253.87
					Department Total	253.87

1057	IT Application Support	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	KIMBALL ROSS	00001	931558	312852	07/19/18	5.94
					Account Total	5.94
					Department Total	5.94

1058	IT Network/Telecom	Fund	Voucher	Batch No	GL Date	Amount
	ISP Services					
	COMCAST BUSINESS	00001	930874	312136	07/11/18	2,153.33
					Account Total	2,153.33
	Telephone					
	TDS TELECOM	00001	931444	312697	07/18/18	839.17
	WINDSTREAM COMMUNICATIONS	00001	931445	312697	07/18/18	2,082.65
					Account Total	2,921.82
					Department Total	5,075.15

1081	Long Range Strategic Planning	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	BERUBE ANNELI	00001	931025	312346	07/13/18	39.01
	JENSON BRANDON	00001	930992	312346	07/13/18	100.00
					Account Total	139.01
	Travel & Transportation					
	BERUBE ANNELI	00001	931024	312346	07/13/18	12.00
					Account Total	12.00
					Department Total	151.01

1131	MM&R-Carpet/Floor Replacement	Fund	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	COMMERCIAL CLEANING SYSTEMS	00001	931107	312367	07/13/18	735.00
					Account Total	735.00
					Department Total	735.00

6107	Open Space Projects	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	930806	312089	07/11/18	20.00
	UNITED POWER (UNION REA)	00027	931095	312367	07/13/18	46.46
	UNITED POWER (UNION REA)	00027	931109	312367	07/13/18	31.94
					Account Total	98.40
					Department Total	98.40

27	Open Space Projects Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	WESTERN STATES RECLAMATION INC	00027	931234	312466	07/16/18	1,270.00
					Account Total	1,270.00
					Department Total	1,270.00

6202	Open Space Tax- Grants	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	BIRD CONSERVANCY OF THE ROCKIE	00028	931344	312574	07/17/18	4,260.17
					Account Total	4,260.17
					Department Total	4,260.17

1111	Parks Facilities	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	AAA PEST PROS	00001	931113	312367	07/13/18	395.00
					Account Total	395.00
					Department Total	395.00

5011	PKS- Administration	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	REPUBLIC SERVICES #535	00001	931348	312574	07/17/18	357.35
	UNITED SITE SERVICES	00001	930494	311692	07/06/18	340.00
					Account Total	697.35
					Department Total	697.35

5010	PKS- Fair & Special Events	Fund	Voucher	Batch No	GL Date	Amount
	Fair Expenses-General					
	ALGER PATRICIA	00001	930777	312087	07/11/18	350.00
	ALGER PATRICIA	00001	930778	312087	07/11/18	100.00
	BARRETT DANIEL	00001	930779	312087	07/11/18	150.00
	CAGLE KAREN	00001	930780	312087	07/11/18	150.00
	CECIL CONNIE	00001	930781	312087	07/11/18	150.00
	CECIL CONNIE	00001	930782	312087	07/11/18	150.00
	CHRISTIAN VICKI	00001	930783	312087	07/11/18	150.00
	CRAMER STEPHEN S	00001	930784	312087	07/11/18	150.00
	DARBEES HONEY PRODUCTS LLC	00001	930824	312087	07/11/18	150.00
	DUNLAP-TRULY JUSTINE	00001	931454	312713	07/18/18	600.00
	ELLIOTT MARIA ANGELICA	00001	930785	312087	07/11/18	150.00
	FARABAUGH SHERI	00001	930786	312087	07/11/18	150.00
	GARDEA STEPHEN PAUL	00001	930788	312087	07/11/18	100.00
	GUY MICHAEL	00001	930789	312087	07/11/18	100.00
	HARROLD PAMELA	00001	930790	312087	07/11/18	150.00
	HETTINGER KATHLEEN S	00001	930791	312087	07/11/18	150.00
	HOLMES JAMES KENNETH	00001	930792	312087	07/11/18	100.00
	JACOBY KENDRA	00001	930793	312087	07/11/18	150.00
	MACKEY BRIANNA L	00001	930794	312087	07/11/18	150.00
	MCFARLIN FONDA	00001	930795	312087	07/11/18	150.00
	MCNEELY JERAMY WILLIAM	00001	930796	312087	07/11/18	150.00
	MEANS BRANDON	00001	930797	312087	07/11/18	100.00
	MILLER WAYNE A	00001	930809	312087	07/11/18	600.00
	MULLIGAN CAROLYN	00001	930810	312087	07/11/18	325.00
	NELSON JONI	00001	930811	312087	07/11/18	150.00
	NEMNICH DARLENE	00001	930812	312087	07/11/18	150.00
	O'NEAL PATTI	00001	931427	312693	07/18/18	150.00
	PARALLEL ARTISTIC	00001	930952	312340	07/13/18	1,150.00
	PARKS JERRY	00001	930813	312087	07/11/18	200.00
	PEREZ WALDEMAR P	00001	930814	312087	07/11/18	100.00
	PHIPPEN ANNELIESE	00001	930815	312087	07/11/18	150.00
	QUEEN LARRY	00001	930816	312087	07/11/18	200.00
	RUPPLE SANCIE	00001	930817	312087	07/11/18	100.00
	SCHICK LAURA	00001	930818	312087	07/11/18	150.00
	SHEETS KELLY	00001	930819	312087	07/11/18	600.00

5010	PKS- Fair & Special Events	Fund	Voucher	Batch No	GL Date	Amount
	SUMMIT DOG TRAINING LLC	00001	930554	311810	07/09/18	200.00
	THURMOND RACHEL	00001	931428	312693	07/18/18	150.00
	UTLEY CURTIS	00001	930820	312087	07/11/18	100.00
	VALDEZ TERRY L	00001	930821	312087	07/11/18	250.00
	VOLOSIN AARON	00001	930822	312087	07/11/18	500.00
	WIEBENSOHN SCOTT	00001	930823	312087	07/11/18	100.00
	WIEBER AMELIA	00001	930553	311810	07/09/18	100.00
					Account Total	9,125.00
	Regional Park Rentals					
	DELEON DOMINQUE	00001	930489	311692	07/06/18	75.00
	GONZALES LYDIA	00001	930758	312072	07/11/18	75.00
	HINRICHS NICOLE	00001	930759	312072	07/11/18	150.00
	LOPEZ JANEL	00001	930760	312072	07/11/18	75.00
	LUCERO VANENCIA	00001	930761	312072	07/11/18	75.00
	OCHOA MARIA	00001	930762	312072	07/11/18	400.00
	PACHECO LORENZO	00001	930490	311692	07/06/18	75.00
	POWELSON MEGAN	00001	930763	312072	07/11/18	75.00
	RAMIREZ MINERVA	00001	930764	312072	07/11/18	75.00
	ROMERO VENICE	00001	930766	312072	07/11/18	75.00
	RUIZ ALEJANDRA	00001	930491	311692	07/06/18	75.00
	SOTO EVA	00001	930767	312072	07/11/18	400.00
	SPEDA ANGELITA	00001	930492	311692	07/06/18	75.00
	SWOPES CHAD	00001	930493	311692	07/06/18	75.00
	TOKUNAGA WALT	00001	930765	312072	07/11/18	75.00
	TSCHIDA CYNDI	00001	930770	312072	07/11/18	75.00
	VELASCO, MARISELA	00001	930768	312072	07/11/18	75.00
	WEBER PRISCILLA	00001	930769	312072	07/11/18	75.00
	WOOD LINDA	00001	930495	311692	07/06/18	75.00
	YAGOW JASON	00001	930496	311692	07/06/18	50.00
					Account Total	2,200.00
					Department Total	11,325.00

5015	PKS- Grounds Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	930802	312089	07/11/18	2,178.73
	UNITED POWER (UNION REA)	00001	930803	312089	07/11/18	42.10
					Account Total	2,220.83
	Maintenance Contracts					
	CINTAS FIRST AID & SAFETY	00001	931345	312574	07/17/18	184.02
	CULLIGAN	00001	931346	312574	07/17/18	392.00
	NORTHGLENN CITY OF	00001	931347	312574	07/17/18	56.00
					Account Total	632.02
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	931354	312576	07/17/18	2,988.02
					Account Total	2,988.02
					Department Total	5,840.87

5012	PKS- Regional Complex	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	930800	312089	07/11/18	30.43
	UNITED POWER (UNION REA)	00001	930804	312089	07/11/18	100.90
	UNITED POWER (UNION REA)	00001	930805	312089	07/11/18	656.44
	XCEL ENERGY	00001	930808	312089	07/11/18	48.86
					Account Total	836.63
	Operating Supplies					
	CINTAS FIRST AID & SAFETY	00001	930798	312089	07/11/18	225.38
					Account Total	225.38
					Department Total	1,062.01

5016	PKS- Trail Ranger Patrol	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	930801	312089	07/11/18	30.00
	XCEL ENERGY	00001	931349	312574	07/17/18	63.45
	XCEL ENERGY	00001	931350	312574	07/17/18	188.32
	XCEL ENERGY	00001	931351	312574	07/17/18	16.49
	XCEL ENERGY	00001	931352	312574	07/17/18	18.95
	XCEL ENERGY	00001	931353	312574	07/17/18	78.94
					Account Total	396.15
	Water/Sewer/Sanitation					
	NORTH PECOS WATER & SANITATION	00001	930799	312089	07/11/18	40.39
	REPUBLIC SERVICES #535	00001	931354	312576	07/17/18	169.00
	UNITED SITE SERVICES	00001	930807	312089	07/11/18	343.56
					Account Total	552.95
					Department Total	949.10

1089	PLN- Boards & Commissions	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	MCCREARY RAPHAEL	00001	930875	312209	07/12/18	65.00
	REIGENBORN, RICHARD A	00001	930876	312209	07/12/18	65.00
	TONSAGER DENNIS	00001	930877	312209	07/12/18	65.00
	WOLFE SANDRA KAY	00001	930878	312209	07/12/18	65.00
					Account Total	260.00
					Department Total	260.00

8624	Retiree-Vision	Fund	Voucher	Batch No	GL Date	Amount
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	931551	312852	07/19/18	1,477.15
					Account Total	1,477.15
					Department Total	1,477.15

13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	BRANNAN SAND & GRAVEL COMPANY	00013	931308	312486	07/16/18	129.29
	BRANNAN SAND & GRAVEL COMPANY	00013	931309	312486	07/16/18	132.67
	BRANNAN SAND & GRAVEL COMPANY	00013	931310	312486	07/16/18	126.75
	BRANNAN SAND & GRAVEL COMPANY	00013	931311	312486	07/16/18	127.17
	BRANNAN SAND & GRAVEL COMPANY	00013	931312	312486	07/16/18	42.67
	BRANNAN SAND & GRAVEL COMPANY	00013	931313	312486	07/16/18	354.48
	BRANNAN SAND & GRAVEL COMPANY	00013	931314	312486	07/16/18	128.86
	BRANNAN SAND & GRAVEL COMPANY	00013	931315	312486	07/16/18	819.18
	BRANNAN SAND & GRAVEL COMPANY	00013	931316	312486	07/16/18	1,502.24
	JK TRANSPORTS INC	00013	931317	312486	07/16/18	33,030.00
	JK TRANSPORTS INC	00013	931318	312486	07/16/18	66,974.28
	MENDOZA USED BRICK INC	00013	931242	312466	07/16/18	3,350.00
	W L CONTRACTORS INC	00013	931319	312486	07/16/18	2,893.55
					Account Total	109,611.14
					Department Total	109,611.14

94	Sheriff Payables	Fund	Voucher	Batch No	GL Date	Amount
	Fingerprint Cards - CBI					
	COLO BUREAU OF INVESTIGATION	00094	930753	312071	07/11/18	12,277.50
					Account Total	12,277.50
					Department Total	12,277.50

2004	Sheriff Training	Fund	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	930864	312093	07/11/18	62.28
					Account Total	62.28
					Department Total	62.28

4315	SpacePort	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	COMMUNITY MEDIATION CONCEPTS	00043	930776	312085	07/11/18	950.00
					Account Total	950.00
					Department Total	950.00

7	Stormwater Utility Fund	Fund	Voucher	Batch No	GL Date	Amount
	Deposits Payable					
	CENTURY COMMUNITIES	00007	930972	312346	07/13/18	6,754.00
	MIDTOWN LLC	00007	931000	312346	07/13/18	22,875.60
					Account Total	29,629.60
					Department Total	29,629.60

2008	SHF - Training Academy	Fund	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	930864	312093	07/11/18	9.56
					Account Total	9.56
	Operating Supplies					
	COPYCO QUALITY PRINTING INC	00001	930203	311242	06/29/18	825.00
	COPYCO QUALITY PRINTING INC	00001	930204	311242	06/29/18	2,925.00
	DS WATERS OF AMERICA INC	00001	930851	312093	07/11/18	396.22
					Account Total	4,146.22
	Vehicle Repair & Maint					
	JOE'S TOWING & RECOVERY	00001	930856	312093	07/11/18	126.00
					Account Total	126.00
					Department Total	4,281.78

2011	SHF- Admin Services Division	Fund	Voucher	Batch No	GL Date	Amount
	Concealed Handgun Permit Fees					
	DURAN BERNADETTE R	00001	930853	312093	07/11/18	100.00
	THAO MINA	00001	930863	312093	07/11/18	100.00
					Account Total	200.00
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	930864	312093	07/11/18	168.76
	TOSHIBA BUSINESS SOLUTIONS	00001	930864	312093	07/11/18	54.74
					Account Total	223.50
	Operating Supplies					
	COLO ASSN OF CHIEFS OF POLICE	00001	930846	312093	07/11/18	2,250.00
	COPYCO QUALITY PRINTING INC	00001	930203	311242	06/29/18	1,350.00
	DS WATERS OF AMERICA INC	00001	930847	312093	07/11/18	154.02
					Account Total	3,754.02
	Other Communications					
	VERIZON WIRELESS	00001	930865	312093	07/11/18	652.68
	VERIZON WIRELESS	00001	930865	312093	07/11/18	266.94
	VERIZON WIRELESS	00001	930866	312093	07/11/18	652.68
	VERIZON WIRELESS	00001	930866	312093	07/11/18	266.94
					Account Total	1,839.24
	Other Professional Serv					
	WILSON & COMPANY INC	00001	931104	312367	07/13/18	2,250.00
					Account Total	2,250.00
	Public Relations					
	BRIGHTON YOUTH ASSN OF FOOTBAL	00001	930825	312093	07/11/18	500.00
	CASA	00001	930844	312093	07/11/18	2,000.00
	COMMUNITY REACH CENTER	00001	930202	311242	06/29/18	2,500.00
	SENIOR HUB THE	00001	930862	312093	07/11/18	1,000.00
					Account Total	6,000.00
					Department Total	14,266.76

2015	SHF- Civil Section	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	930865	312093	07/11/18	201.83
	VERIZON WIRELESS	00001	930866	312093	07/11/18	200.50
					Account Total	402.33
					Department Total	402.33

2075	SHF- Commissary Fund	Fund	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	930864	312093	07/11/18	75.70
					Account Total	75.70
	Other Professional Serv					
	CESCO LINGUISTIC SERVICE INC	00001	930845	312093	07/11/18	171.80
					Account Total	171.80
					Department Total	247.50

2016	SHF- Detective Division	Fund	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	930864	312093	07/11/18	148.25
					Account Total	148.25
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	930857	312093	07/11/18	80.36
					Account Total	80.36
					Department Total	228.61

2071	SHF- Detention Facility	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	NATIONAL ASSOCIATION OF FIELD	00001	930859	312093	07/11/18	225.00
	NATIONAL ASSOCIATION OF FIELD	00001	930860	312093	07/11/18	225.00
					Account Total	450.00
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	930864	312093	07/11/18	590.05
	TOSHIBA BUSINESS SOLUTIONS	00001	930864	312093	07/11/18	164.24
					Account Total	754.29
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	930857	312093	07/11/18	204.18
					Account Total	204.18
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	930848	312093	07/11/18	34.51
	DS WATERS OF AMERICA INC	00001	930849	312093	07/11/18	83.29
	DS WATERS OF AMERICA INC	00001	930852	312093	07/11/18	1,387.26
	SHRED IT USA LLC	00001	930207	311242	06/29/18	133.28
					Account Total	1,638.34
	Other Communications					
	VERIZON WIRELESS	00001	930865	312093	07/11/18	295.12
	VERIZON WIRELESS	00001	930866	312093	07/11/18	310.15
					Account Total	605.27
					Department Total	3,652.08

2072	SHF- Justice Center	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	930865	312093	07/11/18	29.33
	VERIZON WIRELESS	00001	930866	312093	07/11/18	29.33
					Account Total	58.66
					Department Total	58.66

2010	SHF- MIS Unit	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	930865	312093	07/11/18	102.54
	VERIZON WIRELESS	00001	930866	312093	07/11/18	102.54
					Account Total	205.08
					Department Total	205.08

2017	SHF- Patrol Division	Fund	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	930864	312093	07/11/18	80.22
					Account Total	80.22
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	930857	312093	07/11/18	420.66
					Account Total	420.66
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	930205	311242	06/29/18	22.10
					Account Total	22.10
	Other Communications					
	LEXISNEXIS RISK SOLUTIONS	00001	930858	312093	07/11/18	100.79
	VERIZON WIRELESS	00001	930865	312093	07/11/18	859.38
	VERIZON WIRELESS	00001	930866	312093	07/11/18	864.73
					Account Total	1,824.90
	Other Repair & Maint					
	WIRELESS ADVANCED COMMUNICATIO	00001	930208	311242	06/29/18	2,912.49
					Account Total	2,912.49
					Department Total	5,260.37

2018	SHF- Records/Warrants Section	Fund	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	930864	312093	07/11/18	133.22
					Account Total	133.22
	Extraditions					
	WORLD CONNECTIONS TRAVEL	00001	930867	312093	07/11/18	2,016.00
					Account Total	2,016.00
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	930857	312093	07/11/18	4.10
					Account Total	4.10
	Operating Supplies					
	FIRST CHOICE COFFEE SERVICES	00001	930855	312093	07/11/18	86.80
					Account Total	86.80
	Other Communications					
	VERIZON WIRELESS	00001	930865	312093	07/11/18	40.01
	VERIZON WIRELESS	00001	930866	312093	07/11/18	40.01
					Account Total	80.02
					Department Total	2,320.14

2005	SHF- TAC Section	Fund	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	930864	312093	07/11/18	28.39
					Account Total	28.39
	Other Communications					
	VERIZON WIRELESS	00001	930865	312093	07/11/18	175.83
	VERIZON WIRELESS	00001	930866	312093	07/11/18	175.81
					Account Total	351.64
					Department Total	380.03

3055	Transportation Streets Program	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	931132	312375	07/13/18	115.48
	UNITED POWER (UNION REA)	00013	931133	312375	07/13/18	20.00
	UNITED POWER (UNION REA)	00013	931134	312375	07/13/18	33.00
	UNITED POWER (UNION REA)	00013	931135	312375	07/13/18	16.50
	UNITED POWER (UNION REA)	00013	931136	312375	07/13/18	33.00
	UNITED POWER (UNION REA)	00013	931137	312375	07/13/18	88.49
	XCEL ENERGY	00013	931125	312375	07/13/18	201.29
	XCEL ENERGY	00013	931126	312375	07/13/18	114.22
	XCEL ENERGY	00013	931127	312375	07/13/18	98.74
	XCEL ENERGY	00013	931128	312375	07/13/18	236.05
	XCEL ENERGY	00013	931129	312375	07/13/18	21,614.40
	XCEL ENERGY	00013	931130	312375	07/13/18	123.01
	XCEL ENERGY	00013	931131	312375	07/13/18	4,461.88
					Account Total	27,156.06
					Department Total	27,156.06

9291	Veterans Service Office	Fund	Voucher	Batch No	GL Date	Amount
	Postage & Freight					
	ADCO HUMAN SERVICES DEPT	00001	931555	312852	07/19/18	166.41
					Account Total	166.41
					Department Total	166.41

97800	Wagner-Peyser	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	BANKS RACHEL	00035	930355	311575	06/30/18	20.17
	BERNAL JUAN FELIPE	00035	930357	311575	06/30/18	56.68
	CASTILLO YVONNE	00035	930358	311575	06/30/18	6.76
	HICKMAN SHARON	00035	930370	311575	06/30/18	9.43
	JAMES TRUDY	00035	930373	311575	06/30/18	31.93
	MARTINEZ MARTHA	00035	930376	311575	06/30/18	23.22
	MCBOAT GREG	00035	930378	311575	06/30/18	8.17
	MOJZIS YOLANDA ANNE	00035	930383	311575	06/30/18	26.38
	PARRA ALDO	00035	930387	311575	06/30/18	522.11
	RODRIGUEZ SONIA	00035	930389	311575	06/30/18	49.81
	SOSA VICTOR M	00035	930391	311575	06/30/18	11.99
					Account Total	766.65
					Department Total	766.65

25	Waste Management Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	CDPHE	00025	931225	312466	07/16/18	187.50
	METECH RECYCLING	00025	931241	312466	07/16/18	11,453.63
	QUANTUM WATER CONSULTING	00025	931224	312466	07/16/18	14,689.48
					Account Total	26,330.61
					Department Total	26,330.61

4316	Wastewater Treatment Plant	Fund	Voucher	Batch No	GL Date	Amount
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	930775	312085	07/11/18	100.00
					Account Total	100.00
					Department Total	100.00

99806	WIOA & Wag/Pey Shared Prog Cst	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	GLASSER NOELLE	00035	930386	311575	06/30/18	104.64
	POST REBECCA	00035	930388	311575	06/30/18	69.22
					Account Total	173.86
	Travel & Transportation					
	GLASSER NOELLE	00035	930386	311575	06/30/18	4.20
					Account Total	4.20
					Department Total	178.06

99802	WIOA AD & DLW Shared Pgm Costs	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	CHAVEZ BELIA P	00035	930360	311575	06/30/18	18.53
					Account Total	18.53
					Department Total	18.53

97200	WIOA ADULT PROGRAM	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	WEST JESSICA	00035	930392	311575	06/30/18	39.40
					Account Total	39.40
					Department Total	39.40

97700	WIOA DLW PROGRAM	Fund	Voucher	Batch No	GL Date	Amount
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	930968	312346	07/13/18	17.39
					Account Total	17.39
					Department Total	17.39

97500	WIOA YOUTH OLDER	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	930353	311575	06/30/18	3.27
	ELLIS CHARLES	00035	930366	311575	06/30/18	17.44
	ELLIS CHARLES	00035	930366	311575	06/30/18	37.61
	NEWTON JENNIFER	00035	930385	311575	06/30/18	62.84
	NEWTON JENNIFER	00035	930385	311575	06/30/18	16.24
	SCHAGER BRETT	00035	930390	311575	06/30/18	22.35
	SCHAGER BRETT	00035	930390	311575	06/30/18	142.79
					Account Total	302.54
					Department Total	302.54

97400	WIOA YOUTH YOUNGER	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	930353	311575	06/30/18	5.45
					Account Total	5.45
					Department Total	5.45

Grand Total	**1,404,687.15**

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR TUESDAY, JULY 24, 2018

1. ROLL CALL (09:36 AM)
   Present: Charles "Chaz" Tedesco Steve O'Dorisio Eva J. Henry and Mary Hodge
   Excused: Erik Hansen

2. PLEDGE OF ALLEGIANCE (09:36 AM)

3. MOTION TO APPROVE AGENDA (09:36 AM)
   Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:37 AM)
   A. 18-674 2018 Adams County Fair Video Presentation

5. PUBLIC COMMENT (09:37 AM)

A. Citizen Communication (09:37 AM)

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

B. Elected Officials' Communication (09:39 AM)

6. CONSENT CALENDAR (09:44 AM)
   A. 18-669 List of Expenditures Under the Dates of July 10-13, 2018
   B. 18-671 Minutes of the Commissioners' Proceedings from July 17, 2018
   C. 18-692 Adams County Public Trustee Operational Expense for the Quarter Ending June 2018
   D. 18-644 Resolution Approving a Public Service Company of Colorado Easement from Adams County to Public Service Company of Colorado for Utility Line Purposes (File approved by ELT)
   E. 18-658 A Resolution Approving the Issuance of Multifamily Housing Revenue Bonds by the Housing Authority of the County of Adams, State of Colorado d/b/a Unison Housing Partners, for the Sole Purpose of Qualifying the Interest Payable on the Bonds for Exclusion from the Gross Income of the Owner or Owners of the Bonds for Federal Income Tax Purposes Under the Applicable Provisions of the Internal Revenue Code of 1986; and Related Matters (File approved by ELT)
   F. 18-664 Resolution Appointing Bob LeGare to the Front Range Airport Advisory Board as the Intergovernmental Representative (File approved by ELT)
   G. 18-649 Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers P0034558 and P0035601 (File approved by ELT)

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

7. NEW BUSINESS (09:44 AM)

A. COUNTY MANAGER (09:44 AM)

1. 18-648 Resolution Approving Amendment One to the Agreement between Adams County and the Adams County Housing Authority d/b/a Unison Housing Partners to Provide Housing Services for Temporary Assistance to Needy Families (TANF) (File approved by ELT) (09:44 AM)
   Motion to Approve 1. 18-648 Resolution Approving Amendment One to the Agreement between Adams County and the Adams County Housing Authority d/b/a Unison Housing Partners to Provide Housing Services for Temporary Assistance to Needy Families (TANF)
   (File approved by ELT) Moved by Eva J. Henry, seconded by Charles "Chaz" Tedesco, unanimously carried.
2. 18-659 Resolution Awarding an Agreement between Adams County and L4 Construction, LLC (dba L4 Environmental) for the Bridge Scour Remediation Program at Henderson Road Over the South Platte River (File approved by ELT) (09:46 AM)
   Motion to Approve 2. 18-659 Resolution Awarding an Agreement between Adams County and L4 Construction, LLC (dba L4 Environmental) for the Bridge Scour Remediation Program at Henderson Road Over the South Platte River
   (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.
3. 18-660 Resolution Awarding an Agreement between Adams County and L4 Construction, LLC (dba L4 Environmental) for the Bridge Scour Remediation Program at 168th Avenue Over the South Platte River (File approved by ELT)
   Motion to Approve 3. 18-660 Resolution Awarding an Agreement between Adams County and L4 Construction, LLC (dba L4 Environmental) for the Bridge Scour Remediation Program at 168th Avenue Over the South Platte River
   (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.
4. 18-661 Resolution Awarding an Agreement between Adams County and L4 Construction, LLC (dba L4 Environmental) for the Bridge Scour Remediation Program at McKay Road Over the South Platte River (File approved by ELT)
   Motion to Approve 4. 18-661 Resolution Awarding an Agreement between Adams County and L4 Construction, LLC (dba L4 Environmental) for the Bridge Scour Remediation Program at McKay Road Over the South Platte River
   (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

B. COUNTY ATTORNEY (09:51 AM)

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

Motion to Approve Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Litigation with Denver over DIA

Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for Instructing Negotiators Regarding Discussions with Denver Regarding Spaceport

Motion to Approve Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for Instructing Negotiators Regarding Discussions with Denver Regarding Spaceport Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

8. LAND USE HEARINGS (09:52 AM)

A. Cases to be Heard (09:52 AM)

1. 18-615 RCU2018-00003 Running Wolf Riding Center (File approved by ELT) (09:52 AM)
   Motion to Approve 1. 18-615 RCU2018-00003 Running Wolf Riding Center (File approved by ELT) Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.
2. 18-616 PLN2018-00003 East Cherry Creek Valley Intergovernmental Agreement (File approved by ELT) (10:45 AM)
   Motion to Approve 2. 18-616 PLN2018-00003 East Cherry Creek Valley Intergovernmental Agreement (File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

9. ADJOURNMENT (10:54 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Approval of CSBG Agreement between Adams County and Growing Home
FROM: Chris Kline, Human Services Director
AGENCY/DEPARTMENT: Human Services
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: ☐ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves of the CSBG Agreement between Adams County and Growing Home

BACKGROUND:

Adams County has received Community Service Block Grant funds to ameliorate the effects of poverty in local communities from the State Department of Local Affairs (DOLA) since 1974. The State receives funds from the U.S. Department of Health and Human Services as an annual formula allocation based on the State's poverty statistics. The County receives a letter from DOLA awarding funds based on the allocation formula. Adams County has $67,000 unspent 2017 CSBG funds that can only be spent on already approved 2015-2018 subgrantees.

The recommendation is to approve the 2018 Agreement with Growing Home to utilize $22,000 of the 2017 unspent funds towards the 2015-2018 approved subgrantees. Funding has to be spent by September 30, 2018.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services and Growing Home

ATTACHED DOCUMENTS:

2018 Resolution
2018 Growing Home Agreement

FISCAL IMPACT:

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

Fund: 34

Cost Center: 00034, 9418

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5335		$67,000
Additional Revenue not included in Current Budget:			
Total Revenues:			$67,000

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8810		$67,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$67,000

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE 2018 COMMUNITY SERVICES BLOCK GRANT SUBGRANTEE CONTRACT BETWEEN ADAMS COUNTY AND GROWING HOME

Resolution 2018

WHEREAS, the Federal government has established the Community Services Block Grant Program (CSBG) to provide a range of services and activities designed to have an impact on the causes of poverty in local communities; and

WHEREAS, U.S Department of Health and Human Services (HHS) allocates Community Services Block Grant funds to the State of Colorado, Department of Local Affairs through an annual formula allocation; and

WHEREAS, Adams County is eligible to receive an estimated $485,715 for each program year from the State of Colorado, Department of Local Affairs and has $67,000 in unspent 2017 CSBG funds; and

WHEREAS, the Community Services Block Grant Advisory Council held a meeting on June 8, 2018 to review and recommend Growing Home to receive $22,000 to be spent by September 30, 2018; and

WHEREAS, the project award will continue to be included as part of the 2015-2018 Adams County Community Action Plan to the State of Colorado, Department of Local Affairs; and

WHEREAS, much of this information is regular and routine, and the Board of County Commissioners wishes to designate the Director of the Human Services Department and the Specialty Programs Manager to sign necessary non-contractual documents to carry out the ongoing activities of the program.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, and State of Colorado, that Adams County CSBG project award of $22,000 is funded to Growing Home.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign said sub grantee agreement on behalf of Adams County.

BE IT FURTHER RESOLVED, that the Director of the Human Services Department and the Specialty Programs Manager are authorized to sign necessary non-contractual documents to carry out the ongoing activities of the program.

2018 AGREEMENT
PY 2018 Funds

For Performance of a Community Services Block Grant Activity
Catalog of Federal Domestic Assistance (CFDA) Number: 93.569

ARTICLE I: GENERAL PROVISIONS

PARTIES TO THIS AGREEMENT: This Agreement, dated for reference purposes only, this 1st day of January, 2018, by and between Adams County, a body politic and corporate, known hereafter as "COUNTY", and Growing Home, located at 3489 W. 72nd Ave. Suite 112 Westminster, CO 80030, known hereafter as the "GRANTEE".

WHEREAS, the COUNTY requires the provision of certain services and products in connection with the program funded by grants from the Community Services Block Grant (CSBG) and which must conform to one or more of the following objectives ("Program"):

A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.

B. To provide activities designed to help low-income participants;

(i) secure and retain meaningful employment;
(ii) attain an adequate education and cognitive development;
(iii) make better use of available income and/or asset building;
(iv) obtain and maintain adequate housing and a suitable living environment;
(v) obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health and social/behavioral development services, nutritious food, housing, and employment-related assistance;
(vi) remove obstacles and solve problems which block the achievement of self-sufficiency;
(vii) achieve greater participation in the affairs of the community through civic engagement and community involvement; and
(viii) make effective use of other related programs such as agency capacity building.

C. To provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor;

D. To coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals;

E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

WHEREAS, the Community Services Block Grant Advisory Council (CSBGAC) has recommended that the services and products provided for herein be included in the COUNTY's Application and Community Action Plan to the State for CSBG funds ("Project Plan"); and

WHEREAS, the GRANTEE is qualified to provide the services and products as identified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the

parties agree as follows:

ARTICLE II: SCOPE OF SERVICES

Section 1. The COUNTY hereby agrees to engage the GRANTEE, and the GRANTEE agrees to provide the following services and products as described in the attached Exhibit 1 Scope of Services ("Services"). The Services shall be provided to individuals and families at or below 125% of "poverty guideline", as defined annually by the United States Department of Health & Human Services. The Services shall only be provided to Adams County residents that provide proof that they are in the country legally and sign the Affidavit of Legal Residency. Income eligibility and legal residency information must be collected and kept in each CSBG customer file.

Section 2. The GRANTEE covenants that it has, or will obtain at its own expense, all personnel, goods, services and equipment required to perform the Services and shall use no funds provided hereunder for any expense other than those expenses required to perform the Services and that are outlined in this agreement.

Section 3. All Services provided hereunder shall be performed by the GRANTEE. No personnel engaged in the performance of those Services shall be employees of the COUNTY, nor shall any personnel providing those Services have any contractual relationship with the COUNTY.

Section 4. The COUNTY reserves the right to enter into other contracts related to the Services, and the GRANTEE agrees to cooperate with the COUNTY and its other contractors with respect to the coordination of those Services.

ARTICLE III: DURATION OF CONTRACT

Section 1. Services provided hereunder shall commence on: January 1, 2018 and shall continue through September 30, 2018, (the "Period of Performance").

Section 2. If the GRANTEE fails to comply with any contractual provision, the COUNTY, may, after notice to the GRANTEE, suspend the Agreement and withhold further payment or prohibit the GRANTEE from incurring additional obligation of contractual funds, pending corrective action by the GRANTEE or a decision by the COUNTY to terminate in accordance with this Agreement. The COUNTY may determine to allow such necessary and proper costs which the GRANTEE could not reasonably avoid during the period of suspension.

Section 3. If, through any cause, either party shall fail to honor or otherwise fulfill any of the promises, covenants, obligations, agreements or stipulations of this Agreement, the party not in breach shall have the right to terminate this Agreement by giving ten (10) days written notice to the other party of such termination, specifying the reasons for such termination and the effective date thereof. In the event thisAgreement is terminated under this section, the GRANTEE shall not be relieved of liability to the COUNTY or the State for any damages sustained by the COUNTY or the State by virtue of any breach of this Agreement by the GRANTEE, and the COUNTY or the State may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined.

Section 4. In addition to other specified remedial actions, the State or COUNTY may exercise the following remedial actions should it find that the GRANTEE substantially failed to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy or perform the duties and obligations shallmean insufficient, incorrect, improper activities, or inaction by the GRANTEE. These remedial actions are as follows:

1) The COUNTY may withhold payment to the GRANTEE until the necessary services or corrections in performance are satisfactorily completed;

2) The COUNTY may request the removal from work on the Agreement any employees of the GRANTEE whom the COUNTY or the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Agreement is contrary to the public interest or not in the best interest of the COUNTY or the State;

3) The COUNTY may deny payment for those services or obligations which have not been performed and which due to circumstances caused by the GRANTEE cannot be performed or if performed would be of no value to the COUNTY or the State. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to the COUNTY or the State;

or

4) The COUNTY may terminate the Agreement for cause.

Section 5. The parties hereto may terminate this Agreement by mutual consent by setting forth in writing the terms, conditions and effective date of such termination, in which case the GRANTEE shall be reimbursed an amount equal to actual eligible expenses incurred as of the date of termination.

Section 6. If the State terminates the COUNTY's Contract with the State as identified in Article V, Section 8, whether for the convenience of the State or for cause, this Agreement shall immediately terminate. If such termination is for cause due to GRANTEE's failure of performance, the provisions of Article III, Section 1, 2, 5 and 6 shall apply and the GRANTEE shall not be relieved of liability to the COUNTY for any damages sustained by the COUNTY by virtue of any breach of the Contract by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined. If such termination is for the convenience of the State, the GRANTEE shall be reimbursed in an amount equal to actual expenses incurred as of the date of termination.

Section 7. The COUNTY without cause may terminate this Agreement at any time if written notice to terminate is provided to the GRANTEE more than ten (10) days prior to the effective date of the termination. In such event, the GRANTEE shall be paid for all eligible work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid, and in addition thereto, any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination.

Section 8. Should the COUNTY terminate this Agreement for cause, as provided in Section 3 above, no further payments shall be due to the GRANTEE, including payment for Services provided prior to the effective date of termination.

Section 9. Nothing herein shall preclude either party from pursuing such remedies at law or at equity as may be appropriate.

Section 10. If this Agreement is terminated for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the GRANTEE under this Agreement shall, at the option of the COUNTY, become the COUNTY's property, and the GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

ARTICLE IV: COMPENSATION AND PROJECT BUDGET

Section 1. The COUNTY shall reimburse the GRANTEE for the actual cost of Services provided hereunder,

however, such reimbursement shall not exceed Twenty-two Thousand Dollars and 00/100 ($22,000) over the Period of Performance.

A. Funds under this Agreement shall be spent as set forth in the "Project Budget" attached hereto as Exhibit 2 and incorporated herein by reference.

B. The GRANTEE shall adhere to the Project Budget to the fullest practicable extent, but the GRANTEE is not precluded from making minor changes within the Scope of Services and Project Budget as necessary, when preapproved by the COUNTY.

Section 2. The COUNTY shall invoice The Colorado Department of Local Affairs (" DOLA") for payments due and may make payment to the GRANTEE before the receipt of such DOLA CSBG funds for the purpose of the continuation of Services provided in accordance with the State CSBG Plan, the State of Colorado Local Government Financial Management Manual and this Agreement.

Section 3. The parties hereto recognize that compensation paid to the GRANTEE hereunder is funded from CSBG. If funding is not secured under CSBG, or if compensation to the GRANTEE is disapproved thereunder, then this Agreement shall be null and void and no payment will be due the GRANTEE from the COUNTY. Furthermore, if, for any reason, reimbursements from CSBG to the COUNTY are delayed, payments to the GRANTEE by the COUNTY may be delayed for the same length of time.

Section 4. GRANTEE acknowledges and is hereby given notice that the financial obligations of the COUNTY under this Agreement, payable after the current fiscal year, are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available for each fiscal year thereafter. In the event it is determined that funds will not be budgeted and appropriated, the COUNTY may terminate this Agreement by giving GRANTEE notice of such non-appropriation. The COUNTY's fiscal year commences January 1 and ends December 31.

Section 5. If the COUNTY makes any payments for all or any portion of the Services done by the GRANTEE prior to the COUNTY receiving payment from the State and the COUNTY is notified by the State that the State will not reimburse the COUNTY for the services provided by the GRANTEE, the GRANTEE agrees to repay the COUNTY within thirty (30) days of receipt of notice from the COUNTY that the funds must be repaid to the COUNTY.

ARTICLE V: ASSURANCES

Section 1. The GRANTEE will not discriminate against any employee or applicant for employment, or against any applicant for services or benefits because of race, color, religion, sex or national origin except to the extent that the religious organization exemption provided under Section 702 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1) applies. The GRANTEE shall adhere to acceptable affirmative action guidelines in selecting employees, and shall ensure that employees are treated equally during employment without regard to race, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other compensation and selection for training, including apprenticeship. Furthermore, the GRANTEE will not discriminate on the grounds of race, color, sex or national origin in the selection and retention of its own grantees or contractors, including suppliers of materials and lessors of equipment. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with regard to otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act shall also apply to the Services provided herein. The GRANTEE agrees to take positive steps to comply and advance in employment qualified disabled persons and to comply with applicable U.S. Department of Health and Human Services Regulations (45 CFR Part 84). GRANTEE agrees to indemnify and hold harmless the COUNTY and the State of Colorado from any claims or demands which may arise under this Section.

Section 2. The GRANTEE shall not compel any employee or volunteer in performing the work of this Agreement to work in surroundings or under working conditions which are unsanitary or dangerous or hazardous to his or her health or safety.

Section 3. The GRANTEE shall comply with Executive Order No. 11426 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations (41 CFR Section 84) and to execute such provisions as may be required.

Section 4. Independent Contractor/GRANTEE and Indemnification.

A. In performing the Work, the GRANTEE acts as an independent contractor responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate Workers Compensation Insurance, general liability insurance and any other insurance required under this Agreement. GRANTEE employees are not and shall not become employees, agents, or servants of the COUNTY hereunder. The GRANTEE and GRANTEE employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the GRANTEE or some other entity and the GRANTEE is obligated to pay Federal and State income tax on any monies paid pursuant to this Agreement.

B. The GRANTEE shall indemnify, save, and hold harmless the State and the COUNTY, and their employees, officials, board members, officers, and agents, against any and all claims, losses, injuries, damages, expenses, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the Services and termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

Section 5. The GRANTEE shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado, involving non-discrimination on the basis of race, color, religion, national origin, age, handicap, or sex. GRANTEE may utilize the expertise of the State Minority Business Office within the Office of the Governor, for assistance in complying with the non-discrimination and affirmative action requirements of this Agreement and applicable statutes.

Section 6. The GRANTEE shall not utilize any funds provided through this Program for political activities.

Section 7. The GRANTEE shall not utilize any funds provided through this Program to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

Section 8. The GRANTEE shall comply with all applicable State and Federal laws, rules, circulars, guidelines, regulations and requirements and all obligations imposed on the COUNTY or its subcontractors in the COUNTY's Contract with the State of Colorado, Department of Local Affairs for the CSBG program; the Special Provisions attached and incorporated therein; the Federal Terms and Conditions and Assurance in Appendices thereto; and any special conditions incorporated into or attached to a grant award letter which covers funds paid to the GRANTEE. The terms and conditions of that Contract and the Special Provisions are applicable to this Agreement and are made a part hereof and incorporated herein by reference, whether or not attached hereto. The GRANTEE agrees that it shall cooperate with the COUNTY in the compliance by the COUNTY of all the requirements set forth in the Certifications attached hereto as Exhibit 4 and incorporated herein by reference. The GRANTEE by execution of this Agreement hereby makes the applicable assurances and certifications set forth in the Certifications attached hereto as Exhibit 4.

Section 9. The GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The GRANTEE further covenants that in the performance of this Agreement no person having any such interest will be employed.

Section 10. The GRANTEE assures that it shall comply with Public Law 101-121, Section 319, 29 CFR Part 93, restrictions on lobbying.

Section 11. The GRANTEE shall ensure compliance with the Drug-Free Workplace Requirements for Federal Grant Recipients under Sections 5153-5158 of the Anti-Drug Abuse Act of 1988 (41 U.S.C. 702-707).

Section 12. The GRANTEE will ensure compliance with Public Law 103.227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. The above requirement will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

Section 13. The GRANTEE shall indemnify, save, and hold harmless the State and the COUNTY, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the Services and termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

ARTICLE VI: CONTINGENT FUNDING

The parties hereto agree that should the State of Colorado or the Federal government disapprove this Agreement or refuse or fail to make the grant to the COUNTY as contemplated by this Agreement, then this Agreement shall be void and shall not be binding on any party to it. Unearned payments hereunder may be suspended or terminated in the event the GRANTEE refuses to accept additional terms or conditions to this Agreement that may be imposed by the Federal government, the COUNTY, or the State of Colorado after the effective date hereof.

ARTICLE VII: RECORDS, REPORTS, AUDITS AND INSPECTIONS

Section 1. The GRANTEE shall permit the COUNTY, and State and Federal representatives, to inspect, examine, copy, or mechanically reproduce, on or off premises, as deemed necessary for grant purposes, all records pertaining to this Agreement for its term and for a period of five (5) years after its final payment hereunder or for such further period as may be necessary to resolve any matters which may be pending.

Section 2. The GRANTEE is subject to all procurement, fiscal, and Program requirements to which the COUNTY is subject under the CSBG grant, including pertinent Federal and State guidelines including OMB Uniform Guidance (2CFR 200) requirements for Non Profit Organizations.

Section 3. The GRANTEE will follow the COUNTY's rules and procedures for reporting expenditures, travel, per diem expenses, purchases and bid procedures.

Section 4. During the Agreement term, the retention period set forth in Section 1 above, and as long thereafter as records are maintained, at any time during normal business hours, the authorized representatives of the COUNTY, the State of Colorado, and Comptroller General of the United States shall have

the right of access to any books, documents, papers, or other records of the GRANTEE with respect to all matters covered by this Agreement in order to make audits, investigations, inspections, examinations, excerpts, and transcripts.

Section 5. For work performed under this Agreement the GRANTEE shall cause an audit to be conducted and submitted to the COUNTY in accordance with the applicable requirements in the OMB Super Circular. If an audit is not required in accordance with OMB Super Circular, the GRANTEE shall provide a year-end financial statement for each fiscal year in which the GRANTEE has received funding for this project.

The audits or financial statement shall be furnished to the COUNTY within six (6) months after the end of the GRANTEE's fiscal year.

Section 6. The GRANTEE shall provide to the COUNTY a CSBG Quarterly Performance Report summarizing the Services which includes activities, progress, outcomes, and number of clients served (report format will be provided) on: *April 10, 2018, July 10, 2018, October 10, 2018 and January 10, 2019*. The GRANTEE shall provide the COUNTY an Annual Report (report format to be provided) summarizing the Services which include activities, progress, outcomes, and number of clients served by *January 10, 2019*. The GRANTEE shall provide the COUNTY a monthly payment request on the 10th of each month. GRANTEE shall meet all other reporting requirements in accordance with the State CSBG Plan and the Local Government Financial Management Manual and any other reporting requirements required by the COUNTY, Federal government or the Colorado Department of Local Affairs. The submission of reports in a timely manner shall be the responsibility of the GRANTEE and failure to comply may result in a delay of payment of funds or termination of this Agreement.

Section 7. The GRANTEE shall follow all State of Colorado Local Government Financial Management Manual financial rules and procedures including, but not limited to, procedures for accounting, reporting, expenditures, and budgeting. Minimum standards to be adhered to are those contained in the Local Government Financial Management Manual.

Section 8. In the event the GRANTEE shall obtain access to any records or files of the State or COUNTY in connection with, or during the performance of, this contract, the GRANTEE shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State or the COUNTY. The GRANTEE agrees to notify and advise in writing all employees, agents, consultants, licensees, or sub-contractors of the said requirements of confidentiality and of possible penalties and fines imposed for violation thereof, and secure from each an acknowledgment of such advisement and agreement to be bound by the terms of this agreement as an employee, agent, consultant, licensee, or sub-contractor of the GRANTEE, as the case may be. Any breach of confidentiality by the GRANTEE or third party agents of the GRANTEE shall constitute good cause for the COUNTY or the State to terminate this Agreement without liability; any and all confidential information delivered to the GRANTEE shall be immediately returned to the COUNTY upon notice of termination of this Agreement. Any COUNTY or State waiver of an alleged breach of confidentiality by the GRANTEE or third party agent of the GRANTEE shall not imply a waiver of any subsequent breach.

Section 9. All costs charged pursuant to this Agreement must be documented. For example, the GRANTEE must maintain signed time and attendance records for each and every individual employee and payroll documents approved by an official of the organization. Individual time distribution records must be maintained for allocating an employee's compensation between this contract and other funding sources. Source documentation must be maintained for other costs such as receipts, travel vouchers, invoices, bills, or affidavits. Volunteer costs must be documented. All in-kind and other matching contributions, including grant award documents and receipts from other funding sources must be documented.

ARTICLE VIII: AMENDMENTS

Section 1. This Agreement contains the entire understanding between the parties. Either party to this

Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing, authorized and executed prior to any work being done thereon and will be contingent upon the COUNTY's approval

Section 2. Any change in or new Federal, State or local law, rule, Executive Order, Office of Management & Budget Circular, or other regulation under which the Services are to be performed which may constitutionally be applied to the Services and which, by its terms, is intended to be applied to the Services, shall be deemed to be incorporated into this Agreement.

ARTICLE IX: APPLICABLE LAWS

Section 1. The parties hereto agree that this Agreement shall be governed by and construed according to the laws of the State of Colorado.

Section 2. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for Adams County, State of Colorado.

Section 3. The GRANTEE specifically agrees to comply in the performance hereof with all local, State and Federal ordinances, codes, laws, rules, regulations, orders, and guidelines that are referenced herein and applicable to the Services or that may be or become applicable to the Services even though not stated herein, as described in the attached Exhibit 3 ("Certifications").

ARTICLE X: NON-ASSIGNMENT

The GRANTEE represents, covenants and warrants that it will not assign its rights nor delegate its obligations hereunder and breach of this provision shall void the obligations of the COUNTY hereunder as of the date of breach and this Agreement shall be void as of said date.

ARTICLE XI: SUCCESSORS

The GRANTEE covenants that the provisions of this Agreement shall be binding upon its successors and agents.

ARTICLE XII: REPRESENTATIVES

All applicable invoices, statements, notices, inquiries, and replies shall be addressed and served upon the respective representatives at the addresses below. The following individuals are designated for the purposes of this Agreement as representatives of the COUNTY and the GRANTEE (or their successors or assigns), respectively:

Adams County Attorney's Office 4430 S. Adams County Parkway Brighton, Colorado 80601 Phone: 720-523-6116 Fax: 720-523-6114
Adams County Human Services Contact: Sue Bozinovski Address: 11860 Pecos St. Westminster, CO 80234 Phone: 720-523-2155 E-mail: sbozinovski@adcogov.org
GRANTEE NAME: Growing Home Contact: Karen Fox Elwell Address: 3489 West 72nd Ave. Suite 112 Westminster, CO 80030

Phone: 720-407-1974 Fax: N/A E-mail: karen@growinghome.org

The parties may change their representatives at any time by written notice to the other party.

ARTICLE XIII: ILLEGAL ALIENS

Section 1. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

1.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

1.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

1.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

1.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

1.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

1.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

1.8. If Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

Section 2. GRANTEE must confirm that any individual natural person eighteen years of age of older is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Agreement by requiring the following:

A. Identification:
The applicant shall produce one of the following personal identifications:

(1) A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or
(2) A United States military card or a military dependent's identification card; or
(3) A United States Coast Guard Merchant Mariner card; or
(4) A Native American tribal document.

B. Affidavit:
The applicant shall execute an affidavit herein attached as Form 1, Affidavit of Legal Residency, stating:

(1) That they are United States citizen or legal permanent resident; or
(2) That they are otherwise lawfully present in the United States pursuant to federal law.

ARTICLE XIV: OFFICIALS NOT TO BENEFIT

Section 1. No member of the COUNTY government, Commissioners, or individual officers elected therein, shall be admitted to any share or part of this Agreement or any benefit that may arise there from.

Section 2. Nothing in this Agreement is intended to create rights in any third party beneficiary.

ARTICLE XV: SEVERABILITY

The declaration by any court or other binding legal authority that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependent.

ARTICLE XVI: ADVERTISEMENT AND PUBLIC NOTICES

GRANTEE shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with CSBG funds includes the following statement when feasible: "The funding source for this activity is Community Service Block Grant Funds made available through the Human Services Department of Adams County, Colorado."

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

_____ _____

Company Name Date

_____

Name (Print or Type)

_____

Signature

_____

Title

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day, month and year above written.

GRANTEE:
By: _____
Title: _____
Date _____

WITNESS my hand and official seal.
My commission expires:_____

_____
Notary Public

STATE OF COLORADO)
) ss.
ADAMS COUNTY)

The foregoing Agreement was executed before me this _____ day of _____, 2018, by _____ _____, as the _____ of _____, the agency named herein, the GRANTEE herein named.

WITNESS my hand and official seal.
My commission expires:_____

_____
Notary Public

ADAMS COUNTY
STATE OF COLORADO

By _____
Chair

Date_____

APPROVED AS TO FORM:

_____
Adams County Attorney's Office

EXHIBIT 1

SCOPE OF SERVICES
COMMUNITY SERVICES BLOCK GRANT

Services: *Description of Project*

Referral and case management services of the Blocks of Hope program. The project will also include case management, job readiness, and life skills classes for families of the shelter program and Day Center.

Population Served: *Brief Description of Population to be Served.*

Blocks of Hope will serve students and their families of the Adams County School District 50 elementary school, Tennyson Knolls Elementary. In addition, homeless adults and children will receive services through this funding.

Number of Adams County Residents to be served by CSBG Specific Project per year (at or below 125% of poverty): 250

EXHIBIT 2

PROJECT BUDGET

Budget Line Items – Activity Costs	Amount of County Funds Requested
Case management for self-sufficiency services	$22,00
TOTAL (must equal amount being requested)	$ 22,000

The following back up and source documentation is required to be submitted with monthly payment requests for each eligible expense (additional documentation may be requested to support expenses):

Eligible expenses:	Required back up and source documentation:
Salary and Benefits:	Copies of signed time allocation sheets and payroll report, including fringe information clearly demonstrating percentages charged each month
Food purchase cost:	Copies of invoices and/or receipts of purchased items

EXHIBIT 3

CSBG CERTIFICATIONS

The GRANTEE assures that activities implemented with CSBG funds will be:

- used to accomplish the State CSBG Goals and Objectives stated in the State Plan; and
- within the requirements set forth in the Community Services Block Grant Act, Title IV of the Civil Rights Act, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), Certification Regarding Drug-Free Workplace Requirements, Certification Regarding Lobbying, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, Office of Management and Budget (OMB Circular A110 and A122), and the current State of Colorado CSBG Plan.

The GRANTEE also assures that it will:

- specifically consider, in a public meeting, the designation of any local public or private entity to carry out the county community service activities under contract with the county, any local community action agency (CAA) which received federal fiscal 1981-82 funding; and
- consider, on the same basis as other non-governmental organizations, religious organizations to provide the CSBG services, so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment to the Constitution. GRANTEE shall not discriminate against an organization that provides assistance under, or applies to provide assistance, on the basis that the organization has a religious character. (Please review Sec.679 Operational Rule in the CSBG Act); and
- provide for coordination between community anti-poverty programs and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI (relating to low-income home energy assistance) are conducted in such community; and
- provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals; and
- coordinate, to the extent possible, programs with and form partnerships with other organizations serving low-income residents of the community and members of groups served, including religious organizations, charitable groups, and community organizations; and
- prohibit the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or facility with CSBG funds; and
- prohibit, including subcontractors, (a) any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office, (b) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (c) any voter registration activity; and
- ensure that no persons shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CSBG. Any prohibition against discrimination on the basis of age under the Age Discrimination Act or 1975 (42 U.S.C 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 12131 et seq.) shall also apply to any such program or activity; and
- participate in the Results-Oriented Management and Accountability (ROMA) System, and describe outcome measure to be used to measure performance in promoting self-sufficiency, family stability, and/or community revitalization; and
- make available for public inspection each plan prepared as part of the program planning process. The GRANTEE may, at its initiative, revise any plan prepared for CSBG funding and shall furnish the revised plan to the Director of the Community Services Block Grant under the Department of Local Affairs. Each plan prepared for submission shall be made available for public inspection within the county and/or service area in such a manner as will facilitate review of, and comments on, the plan; and
- cooperate with the State and/or County in a monitoring and review process wherein GRANTEEperformance goals, administrative standards, financial management requirements, and other requirements of the State and County, will be evaluated. Said monitoring and review process

may include, but is not limited to(1) a full on-site review on an annual basis, (2) follow-up reviews if grantee fails to meet the goals, standards, and requirement established by the State, and (3) other reviews as appropriate, including reviews of GRANTEE with other programs that have had other federal, State, or local grants terminated for cause; and

- make available appropriate books, documents, papers, and records for inspection, examination, copying, or mechanical reproduction on or off the premises upon reasonable request by the U.S. Controller General, the State, or their authorized representatives should an investigation of the uses of CSBG funds be undertaken; and
- in the case of county governments or grantees which receive a CSBG award in excess of $100,000, comply with the following three certifications related to the "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions (P.L. 101-121, Section 319 and USC Title 31 Section 1352)":
    1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
    3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The GRANTEE certifies to the best of its knowledge and belief, that it and its principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b) have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

The GRANTEE further certifies that it:

a) will prohibit smoking in any portion of any indoor facility or structure routinely owned or leased or contracted for by an entity and used routinely or regularly for provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
b) will require the language of this certification be included in any sub awards which contain provisions for the children's services and that all Subgrantees shall certify accordingly.

If you are unable to certify to any of the statements in this certification, please attach an explanation to this application.

SIGNATURE:_____

PRINT NAME: _____

POSITION TITLE:_____ DATE:_____

EXHIBIT 4

INSURANCE

General Liability Insurance: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows:

General Aggregate	$1,000,000
Each Occurrence	$1,000,000
Products & Completed Operations Aggregate	$1,000,000
Any One Fire	$50,000

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, GRANTEE shall immediately obtain additional insurance to restore the full aggregate limit and furnish to COUNTY a certificate or other document satisfactory to COUNTY showing compliance with this provision.

Automobile Liability Insurance: To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	$1,000,000 (each accident combined single limit)
Personal Injury Protection	per Colorado Statutes

Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability insurance covering all of GRANTEE employees acting within the course and scope of their employment.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Michael Shai and Katherine Shai for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 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. Attached is a copy of the right-of-way agreement between Adams County and Michael Shai and Katherine Shai for dedication of road right-of-way. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13

Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	W30561827	$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$1,000,000

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

Total project budget is $1,000,000

Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND MICHAEL SHAI AND KATHERINE SHAI, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

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

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

WHEREAS, this right-of-way acquisition is a portion of 7687 Ellen Lane located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Michael Shai and Katherine Shai ("Parcel 61"); and,

WHEREAS, Adams County requires ownership of Parcel 61 for construction of the street improvements; and,

WHEREAS, Michael Shai and Katherine Shai are willing to sell Parcel 61 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Michael Shai and Katherine Shai, 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 **Michael Shai and Katherine Shai** whose address is **7687 Ellen Lane, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7687 Ellen Lane, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **SIX HUNDRED FORTY AND NO/100 DOLLARS ($640.00),** 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 $540.00 for the land dedication of road right-of-way, and $100.00 for the loss pine bush. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.

2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 19, 2018.

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 reimburse Owner for the loss of a pine bush for $100.00.

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

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

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

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

Owner:

By: _____ By: _____

Michael Shai Katherine Shai

Date: 7/6/18 Date: 7/6/18

Approved:

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

_____ _____

Chair Date

Approved as to Form:

_____

County Attorney

EXHIBIT "A"

DEED FROM MICHAEL AND KATHERINE SHAI
TO
THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 1, Block 7, of the SHERRELWOOD ESTATES FILING NO. 4, a Subdivision recorded on October 19, 1959 in File No. 10 Map 343 Reception No. 594561 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southwesterly Corner of said Lot 1, thence North 49°52'15" West, along the Westerly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Westerly line, North 85°07'45" East, a distance of 14.14 feet to a point on the Southerly line of said Lot 1;

Thence South 40°07'45" West, along the Southerly line of said Lot 1, a distance of 10.00 feet to the Point of Beginning.

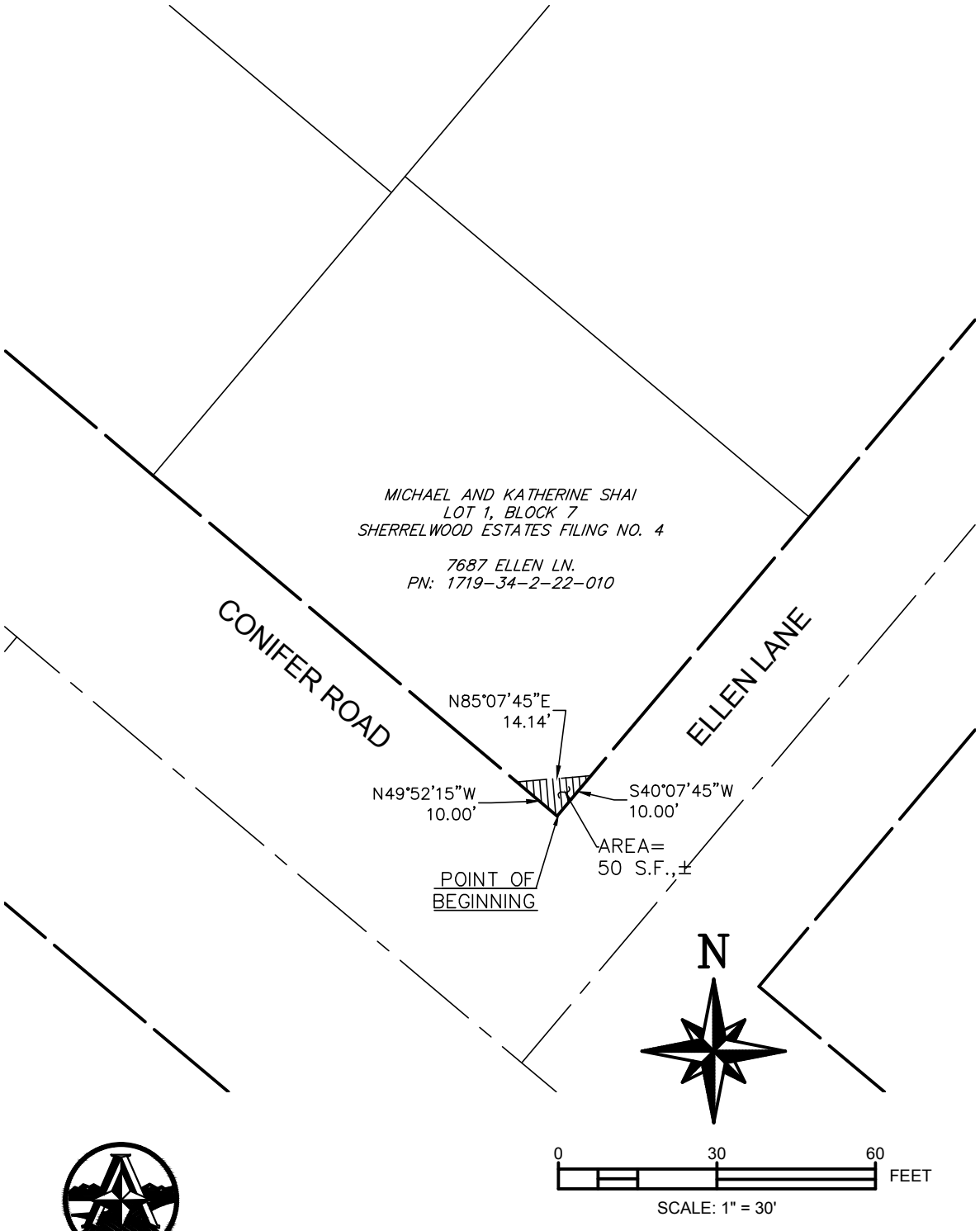
Containing: 50 square feet, more or less.

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"



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.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Ricardo Herrera Valdez for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 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. Attached is a copy of the right-of-way agreement between Adams County and Ricardo Herrera Valdez for dedication of road right-of-way. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13

Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	W30561827	$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$1,000,000

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

Total project budget is $1,000,000

Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND RICARDO HERRERA VALDEZ, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

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

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

WHEREAS, this right-of-way acquisition is a portion of 20 Cragmore Street located in the Southwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Ricardo Herrera Valdez ("Parcel 7"); and,

WHEREAS, Adams County requires ownership of Parcel 7 for construction of the street improvements; and,

WHEREAS, Ricardo Herrera Valdez is willing to sell Parcel 7 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Ricardo Herrera Valdez, 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 **Ricardo Herrera Valdez** whose address is **20 Cragmore Street, Denver, Colorado 80221-3628** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **20 Cragmore Street, Denver, Colorado 80221-3628,** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **EIGHT HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ($855.00),** 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 $540.00 for the land dedication of road right-of-way, $260.00 for the chain link fence and $55.00 for sod. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.

2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 13, 2018.

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 50 square feet of lawn/sod and approximately 14 lineal feet of chain link fence. But the County has agreed to reimburse the owner

the expense of the lost lawn/sod and chain link fence and made a part of this Agreement.

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

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

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

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

Owner:

By: Ricardo Herrera
Ricardo Herrera Valdez

Date: 06/26/18

Approved:

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

_____ _____
Chair Date

Approved as to Form:

_____
County Attorney

EXHIBIT "A"

DEED FROM RICARDO VALDEZ
TO
THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 1 Block 7 of the WESTERN HILLS FILING NO. 1, a Subdivision recorded on October 7, 1954 in File No. 10 Map 82 Reception No. 430673 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northeasterly Corner of said Lot 1, thence South 00°02'17" East, along the Easterly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Easterly line, North 45°02'17" West, a distance of 14.14 feet to a point on the Northerly line of said Lot 1;

Thence North 89°57'43" East, along the Northerly line of said Lot 1, a distance of 10.00 feet to the Point of Beginning.

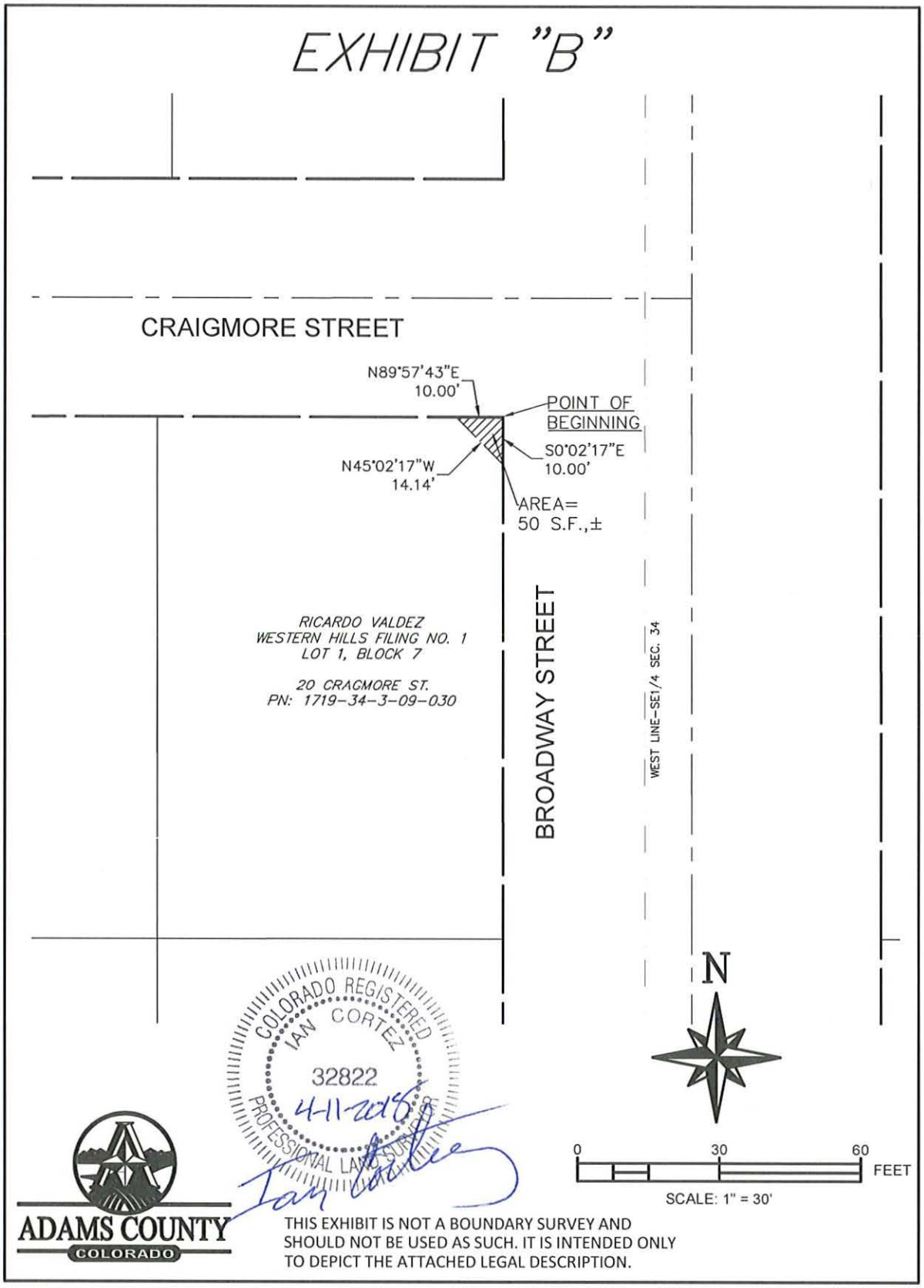
Containing: 50 square feet, more or less.

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"



COLORADO REGISTERED
IAN CORTEZ
32822
4-11-2018
PROFESSIONAL LAND SURVEYOR

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.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Resolution Regarding Defense and Indemnification of Matthew Lucero as a Defendant Pursuant to C.R.S. § 24-10-101, *et seq.,* 18CV30561
FROM: Heidi Miller, County Attorney & Kerri Booth, Assistant County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Matthew Lucero as a Defendant Pursuant to C.R.S.§ 24-10-101, e*t seq.*

BACKGROUND:

On August 12, 2015, Adams County employee Matthew Lucero was involved in an auto accident with Brendalyn Allen around 8100 Dahlia Street. Mr. Lucero was attempting to make a left hand turn onto Dahlia Street and collided with a vehicle being driven by Ms. Allen. Ms. Allen has filed a lawsuit in Adams County District Court alleging negligence and requesting damages.

The Board of County Commissioners formally indemnifies employees and elected officials who are named as defendants in civil lawsuits. The County Attorney's Office has reviewed the facts of this case and has determined that the employee named in the lawsuit was acting within the course and scope of his employment at all relevant times.

As such, the County Attorney's Office is recommending that county employee Matthew Lucero be indemnified for any potential damages that might arise out of this litigation.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County 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.

Fund:	
Cost Center:	

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

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

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

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

Additional Note:

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

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF MATTHEW LUCERO AS A DEFENDANT PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

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

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

WHEREAS, Matthew Lucero has been sued in the matter of *Brendalyn Allen v. Matthew Lucero and the Board of County Commissioners of Adams County* in the Adams County District Court, Case Number 18-cv-31082; said Defendant, being an employee of Adams County at the time of the incident described in the Complaint; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Matthew Lucero against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendant in the matter of *Brendalyn Allen v. Matthew Lucero and the Board of County Commissioners of Adams County.*

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

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Option Letter #2 AAA Supplemental Contract
FROM: Rebecca Zamora
AGENCY/DEPARTMENT: County Managers Office
HEARD AT STUDY SESSION ON AIR: July 24, 2018
AUTHORIZATION TO MOVE FORWARD: ☒ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution.

BACKGROUND:

DRCOG and Adams County entered into a fiscal contract on August 15, 2017 to manage Title III funding in the amount of $390,000 for the A-Lift Program thru June of 2019. DRCOG's fiscal calendar runs from July to June each year. This supplemental contract is to acknowledge the continuation of Title III funding thru June of 2019. DRCOG is also raising ride reimbursement rates from $23.40 to $27.49 due to the rising costs of transportation.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, Department of Finance, Partnering Cities.

ATTACHED DOCUMENTS:

Option Letter #2
Resolution

FISCAL IMPACT:

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

Fund:	
Cost Center:	

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

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

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

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

Additional Note:

RESOLUTION FOR OPTION LETTER #2 AAA SUPLEMENTAL CONTRACT INFORMATION BY AND BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERMENTS AND ADAMS COUNTY FOR A-LIFT COMMUNITY PROGRAM CONTRACT

WHEAREAS, Adams County, in partnership with the cities of Arvada, Commerce City, Federal Heights, Northglenn, Thornton, and Westminster work together with DRCOG contractually to coordinate the A-Lift program, a transit service for seniors and special needs residents in Adams County;

WHEAREAS, DRCOG and Adams County entered into a fiscal contract on August 15, 2017 to manage Title III funding in the amount of $390,000 for the A-Lift Program;

WHEREAS, it is acknowledged that this contract between DRCOG and Adams County will continue through June 2019;

WHEREAS, DRCOG has provided the County with supplemental contract information that outlines an additional $390,000 of Title III funds for the A-Lift Program through June 2019;

WHEREAS, DRCOG has raised their reimbursement rates for Title III rides from $23.40 to $27.49 in the current supplemental contract to account for the rising costs of transportation;

WHEREAS, all supporting parties of the A-Lift program want to continue a positive relationship with DRCOG and work together to provide transportation services to our residents;

WHEREAS, it is acknowledged that signing this amendment ensures continues full funding for the A-Lift Transit program thru June 2019;

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Option Letter #2 between Adams County and the Denver Regional Council of Governments, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Option Letter #2 on behalf of Adams County.

OPTION LETTER #2

THIS OPTION LETTER is made and entered into this _____ day of _____, 2018 by and between Denver Regional Council of Governments ("DRCOG") and Adams County (the "Contractor") and shall extend/and or amend the terms of the contract referenced herein (the "Contract").

NOW THEREFORE, in consideration of the recitals, promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, DRCOG and Contractor hereby agree to the following extension and/or amendments to said Contract:

Contract Name: A-Lift Community Transit Program

Contract Number: EX17003 Project Number: 624019

Term End Date June 30, 2019

Amended funding and scope/units are provided in the attached AAA Supplemental Contract Information, which by reference is made a part of the original contract.

IN WITNESS WHEREOF, DRCOG and Contractor have executed this Option Letter as of the day and year first above set forth.

DENVER REGIONAL COUNCIL OF GOVERNMENTS

By: _____
Douglas W. Rex
Executive Director

ATTEST:

By: _____
Roxie Ronsen
Administrative Officer

ADAMS COUNTY

By: _____

ATTEST:

By: _____

AAA Supplemental Contract Information

Provider:	Adams County for A-LIFT Community Transit
Contract Title:	A-LIFT Community Transit Program
Contract Number:	EX17003 (2)

Service	Contracted Funds	Local Cash	Local In Kind	Reimbursement Rate	Program Income
Assisted Transportation	$390,000.00	$43,333.33	$0.00	$27.49	$3,500.00
Contract Totals	**$390,000.00**	**$43,333.33**	**$0.00**		**$3,500.00**

Total Unduplicated Clients	429

Scope/Units

Service	Adams	Arapahoe	Broomfield	Clear Creek	Denver	Douglas	Gilpin	Jefferson	Total Units
Assisted Transportation	14,187	0	0	0	0	0	0	0	**14,187**

Non-compensated Units

Service	Units
Information and Assistance	1,000
Outreach	500

Service Definition

Compensated

Assisted Transportation: Unit: 1 One-way trip

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

Non-compensated

Information and Assistance: Unit: 1 Contact

A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.

Outreach: Unit: 1 Contact

Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their care givers) and encouraging their use of existing services and benefits.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
Subject: Pipeline License for the Lowell Boulevard at-Grade Crossing Improvements
FROM: Jeffery A. Maxwell, PE, PTOE, Director, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON June 26, 2018
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves the Pipeline License to install a forty-two (42) inch storm sewer pipe to accommodate Lowell Boulevard at-grade crossing improvements with the BNSF Railway Company

BACKGROUND:

BNSF Railway Company, a Delaware corporation (Railroad) operates a freight transportation system by rail with operations throughout the United States.

Adams County (County) anticipates improving the Lowell Boulevard at-grade crossing and installing storm sewer infrastructure, sidewalks, and other pedestrian accommodations across the Railroad right of way (ROW).

The existing forty-two (42) inch corrugated metal pipe (CMP) is deteriorating, we need to remove and replace it with a new forty-two (42) inch reinforced concrete pipe (RCP) to accommodate the new storm sewer connection to this pipe. In order to construct the forty-two (42) inch RCP, a pipeline installation permit is required from the Railroad. The Pipeline License grants the County the ability to construct the forty-two (42) inch RCP. The Railroad requires a license fee of $12,334.00 and $1,899.00 for a policy for Railroad Protective Liability Insurance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works
County Attorney's Office

ATTACHED DOCUMENTS:
Resolution
Pipeline License

FISCAL IMPACT:

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

Fund: 00013

Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	7685/9135	W30561503	$3,511,957
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$3,511,957

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

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

Additional Note:

RESOLUTION APPROVING PIPELINE LICENSE AGREEMENT BETWEEN THE BNSF RAILWAY COMPANY AND ADAMS COUNTY TO INSTALL A FORTY-TWO (42) INCH REINFORCED CONCRETE STORM SEWER PIPE TO ACCOMMODATE THE LOWELL BOULEVARD AT-GRADE CROSSING IMPROVEMENTS

WHEREAS, Adams County (County) is duly authorized to construct, maintain, and operate the public street system in unincorporated Adams County; and,

WHEREAS, the BNSF Railway Company (Railroad), a Delaware corporation, operates a freight transportation system by rail with operations throughout the United States; and,

WHEREAS, the County has a construction project known as the Lowell Boulevard Improvements from Clear Creek to 62nd Avenue (Project); and,

WHEREAS, the County requested a permit to replace a deteriorating forty-two (42) inch corrugated metal storm sewer pipe with a forty-two (42) inch reinforced concrete pipe within the Railroad right of way; and

WHEREAS, the Railroad will grant the County a Pipeline License regarding the storm sewer pipeline replacement; and,

WHEREAS, the requirements, responsibilities, and costs of the pipeline for the Project are outlined in the Pipeline License.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Pipeline License Agreement between the BNSF Railway Company and Adams County to install a forty-two (42) inch reinforced concrete storm sewer pipe to accommodate the Lowell Boulevard at-grade crossing improvements, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, Texas 76155
tel +1 817-230-2600

April 23, 2018

Adams County 17-59159
Attention: Ms. Jennifer Shi
4430S. Adams County Pkwy, Suite W2000B
Brighton, CO 80601

Dear Ms. Shi:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and ***return both copies with original signature*** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of $12,334.00 payable to BNSF Railway Company which covers the contract fee(s).

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional $1,889 with your check.

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to $800.00.

Sincerely,

Melissa Leal
Attachment

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2018, (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **ADAMS COUNTY**, a Colorado ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, forty two (42") inches in diameter (the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Westminster, County of Adams, State of CO, Line Segment 0482, Mile Post 5.15 as shown on the attached Drawing No. 71608, dated January 1, 2018, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").

2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.

3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.

4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry storm water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.

5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of Twelve Thousand Three Hundred and Thirty Four and No/100 Dollars ($12,334) as compensation for the use of the Premises.

7. Costs and Expenses.

   7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

   7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision**.** Negotiations for railway labor or collective

bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7.**

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within forty-five (45) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.

11.1 Licensee shall notify Licensor's Roadmaster, at Michael.paz2@bnsf.com or 970-370-3497, or at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.

11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized

equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.

11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (*e.g.*, consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request,

Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:

12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**

13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**

13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**

13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**

13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**

13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**

13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $5,000,000 each occurrence and an aggregate

limit of at least $10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is $1,899.

❑ I **elect** to participate in Licensor's Blanket Policy;

❑ I **elect not** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.

15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.

15.6.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and

every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.

17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.

17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall

take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to

provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.

23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.

23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.

24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2301 Lou Menk Drive GOB-3W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: Adams County
4430S. Adams County Pkwy, Suite W2000B
Brighton, CO 80601

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Colorado without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted

the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

By: _____

Title: _____

Date: _____

LICENSEE:

ADAMS COUNTY a Colorado ,

4430S. Adams County Pkwy, Suite W2000B
Brighton, CO 80601

By: _____

Title: _____

Date: _____

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: FY 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
FROM: Michael McIntosh, Sheriff; Mark Kluth, Finance Manager; and Elissa McLean, Contract Specialist
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON August 22, 2017
AUTHORIZATION TO MOVE FORWARD: ☒ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners Approves the grant award.

BACKGROUND:

This is a request by the Adams County Sheriff's Office to accept funding awarded by the U.S. Department of Justice.

For many years, the Department of Justice, Office of Justice Programs (OJP) provided funding to law enforcement agencies through the Local Law Enforcement Block Grant. In 2005, this changed to the Edward Byrne Memorial Justice Assistance Grant (JAG).

Each year, the Sheriff's Office is notified and the allocation amount is posted on the OJP website. For 2017, Adams County was awarded $46,477. The application included funding for the following:

- **Mobile Command Center Vehicle Equipment**
  This project would include the purchase of a telescoping mast system, an external all-weather camera, and two (2) laptops with extended warranties. This purchase would allow Incident Commanders the ability to maintain situational awareness of an incident and would allow for real-time video feed into the Command Center Vehicle Post. In addition, the camera system would allow for later playback assisting in incident debriefing and training.

- **Audio Control System**

This project would include the purchase of an audio control system for the Flatrock training classroom. Due to the continually increasing class sizes, it has become more difficult for the cadets to hear the instructors. This acquisition would allow for better training outcomes as cadets within the back of classroom will be able to better hear what is being taught.

- **Steam Cleaner**
  Purchase a new steam cleaner for the armory as the current steam cleaner is over 10 years old and is not able to be repaired. The steamer is vital to the armorer in cleaning and maintaining the extremely large inventory of the Sheriff's Office.

We are requesting approval to accept the award of $46,477 from the Office of Justice Programs. The County Manager's Office shared this item with the Board of County Commissioners at an Administrative Item Review on Tuesday, August 22, 2017 wherein the Board approved the submission of this application.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office

ATTACHED DOCUMENTS:

Bureau of Justice Assistance Grant award document for signature on page 1 of 20 (plus initials at the bottom right corner of each page numbered 2 - 20 of 20)

Resolution accepting the 2017 JAG award

FISCAL IMPACT:

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

Fund: 1	
Cost Center: 2003	

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5266		46,447
Additional Revenue not included in Current Budget:			
Total Revenues:			46,447

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	7561/7565		15,900
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:	9180		30,577
Total Expenditures:			46,447

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

These revenues and expenditures are in the process of being reviewed/approved in the 2nd amendment to the 2018 Budget.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AWARD FOR FISCAL YEAR 2017 FOR THE ADAMS COUNTY SHERIFF'S OFFICE EQUIPMENT PURCHASE PROJECT

WHEREAS**,** on August 22, 2017, the Board of County Commissioners authorized the Adams County Sheriff's Office (ACSO) to apply for the Edward Byrne Memorial Justice Assistance Grant for fiscal year 2017; and,

WHEREAS, the ACSO completed the application process on September 5, 2017; and,

WHEREAS, the Attorney General's Office has approved the ACSO's application for funding under the fiscal year 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $46,477; and,

WHEREAS, the ACSO's grant is specifically allocated to purchase the equipment approved in the application; and,

WHEREAS, the ACSO must spend the funds by September 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Edward Byrne Memorial Justice Assistance Grant (JAG) for fiscal year 2017 in the amount of $46,477 is hereby approved.

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

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

June 26, 2018

Commissioner Eva Henry
County of Adams
450 S. 4th Avenue
Brighton, CO 80601-1937

Dear Commissioner Henry:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of $46,477 for County of Adams.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Kathy Mason, Program Manager at (202) 514-8692; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Alan R. Hanson
Principal Deputy Assistant Attorney General

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

June 26, 2018

Commissioner Eva Henry
County of Adams
450 S. 4th Avenue
Brighton, CO 80601-1937

Dear Commissioner Henry:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Adams
450 S. 4th Avenue
Brighton, CO 80601-1937

4. AWARD NUMBER: 2017-DJ-BX-0739

5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2020

BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2020

6. AWARD DATE 06/26/2018

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
846000732

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
076476373

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
2017 JAG Equipment Project

10. AMOUNT OF THIS AWARD $ 46,477

11. TOTAL AWARD $ 46,477

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY17(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 - 3797ff-5), including subpart 1 of part E (codified at 42 U.S.C. 3750 - 3758); see also 28 U.S.C. 530C(a).

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Alan R. Hanson

Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

Alan R. Hanson

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Eva Henry
Commissioner

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		46477

21. SDJUGT0942

PROJECT NUMBER 2017-DJ-BX-0739 AWARD DATE 06/26/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

   The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

PROJECT NUMBER 2017-DJ-BX-0739 AWARD DATE 06/26/2018

SPECIAL CONDITIONS

4. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

5. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

SPECIAL CONDITIONS

7. Requirements related to System for Award Management and Universal Identifier Requirements

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. All subawards ("subgrants") must have specific federal authorization

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

   The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

SPECIAL CONDITIONS

10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

    The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/ojptrainingguidingprinciples.htm.

14. Effect of failure to address audit issues

    The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements

    The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

SPECIAL CONDITIONS

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

SPECIAL CONDITIONS

20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.

SPECIAL CONDITIONS

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

26. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

SPECIAL CONDITIONS

27. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

28. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the recipient (and any subrecipient at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

29. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

30. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

31. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

32. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

SPECIAL CONDITIONS

33. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

34. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

35. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

36. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

SPECIAL CONDITIONS

37. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

38. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

SPECIAL CONDITIONS

39. Prohibition on use of award funds for match under BVP program

JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

40. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

41. Body armor - compliance with NIJ standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.

42. Required monitoring of subawards

The recipient must monitor subawards under this JAG award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

43. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

44. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

SPECIAL CONDITIONS

45. Prohibited Expenditures List

Award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

46. Controlled expenditures - prior written approval required

Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

47. Controlled expenditures - incident reporting

If an agency uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of-- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at https://ojp.gov/docs/LE-Equipment-WG-Final-Report.pdf.

48. Sale of items on Controlled Expenditure List

Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with award funds may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

The recipient must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds, and must abide by any applicable laws (including regulations) in such disposal.

49. Prohibited or controlled expenditures - Effect of failure to comply

Failure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

SPECIAL CONDITIONS

50. Controlled expenditures - Standards

Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with award funds must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

51. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2016

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2016), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

52. "Certification of Compliance with 8 U.S.C. 1373" required for valid award acceptance by a unit of local government

In order validly to accept this award, the applicant local government must submit the required "Certification of Compliance with 8 U.S.C. 1373" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a unit of local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the unit of local government does submit the necessary certification regarding 8 U.S.C. 1373, it may submit a fully-executed award document executed by the unit of local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribes.

SPECIAL CONDITIONS

53. Ongoing compliance with 8 U.S.C. 1373 is required

1. With respect to the "program or activity" funded in whole or part under this award (including any such "program or activity" of any subrecipient at any tier), throughout the period of performance for the award, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For purposes of this award, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2. Certifications from subrecipients. The recipient may not make a subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the subaward, using the appropriate form available at https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm. Similarly, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government or a "public" institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is one that is owned, controlled, or directly funded by a State or local government.

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means for purposes of 8 U.S.C. 1373 (Illegal Immigration Reform and Immigrant Responsibility Act of 1996); and terms that are defined in 8 U.S.C. 1101 (Immigration and Nationality Act) mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. 901(a)(2)).

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition … and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any "public" institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

SPECIAL CONDITIONS

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

54. Authority to obligate award funds contingent on compliance with 8 U.S.C. 1373; unallowable costs; obligation to notify

1. If the recipient is a State or local government--

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a either a State or unit of local government or a "public" institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the "program or activity" of the recipient (or of any subrecipient at any tier that is a either a State or unit of local government or a "public" institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any "information-communication restriction."

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and all subrecipients (regardless of tier) are in compliance with 8 U.S.C. 1373.

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded "program or activity" of the recipient, or of any subrecipient at any tier that is either a State or a local government or a "public" institution of higher education, may be subject to any "information-communication restriction." In addition, any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient such credible evidence regarding an "information-communication restriction."

2. Any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."

B. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

55. Required State-level rules or practices related to aliens; allowable costs

The following provisions apply to the recipient of this award, if the recipient is a State government, and also apply to any State-government subrecipient at any tier (whether or not the recipient is a State government).

1. Requirements

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award--

A. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given to access any State (or State-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

B. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that, when a State (or State-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see para. 4.B. of this condition) -- provide the requested notice to DHS.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, rules, regulations, policies, and practices to satisfy this condition, and (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3)).

(2) the term "correctional facility" means what it means under the Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 42 U.S.C. 3791(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual would have been released in the absence of this condition.

Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). In the event that (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to permit the advance notice that DHS has requested, it shall not be a violation of this condition to provide only as much advance notice as practicable.

SPECIAL CONDITIONS

NOTE: Current DHS practice is to use one form (DHS Form I-247A (3/17)) for two distinct purposes -- to request advance notice of scheduled release, and to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition imposes NO requirements as to such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

56. Required local-government-level rules or practices related to aliens; allowable costs

The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier (whether or not the recipient itself is a unit of local government).

1. Requirements

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award--

A. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, -policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given access a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

B. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, -policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see "Rules of Construction" incorporated by para. 4.B. of this condition) -- provide the requested notice to DHS.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, ordinances, rules, regulations, policies, and practices to satisfy this condition, (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

4. Rules of construction

A. The "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

B. The "Rules of Construction" set out in the award condition entitled "Required State-level rules or practices related to aliens; allowable costs" are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.

59. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

60. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for County of Adams

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

U.S. Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2017-DJ-BX-0739

This project is supported under FY17(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 - 3797ff-5), including subpart 1 of part E (codified at 42 U.S.C. 3750 - 3758); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Kathy Mason
(202) 514-8692

2. PROJECT DIRECTOR (Name, address & telephone number)

Elissa McLean
Contract Specialist
332 N. 19th Avenue
Brighton, CO 80601-1937
(303) 655-3236

3a. TITLE OF THE PROGRAM

BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

2017 JAG Equipment Project

5. NAME & ADDRESS OF GRANTEE

County of Adams
450 S. 4th Avenue
Brighton, CO 80601-1937

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2020

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2020

9. AMOUNT OF AWARD

$ 46,477

10. DATE OF AWARD

06/26/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This Local JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	County of Adams	**Project Period:**	10/01/2016 - 09/30/2020	**GAN Number:**	001
Grantee Address:	450 S. 4TH AVENUE BRIGHTON, 80601	**Program Office:**	BJA	**Date:**	07/11/2018
Grantee DUNS Number:	07-647-6373	**Grant Manager:**	Kathy Mason		
Grantee EIN:	84-6000732	**Application Number(s):**	2017-H3444-CO-DJ		
Vendor #:	846000732	**Award Number:**	2017-DJ-BX-0739		
Project Title:	2017 JAG Equipment Project	**Award Amount:**	$0.00		

Change Grantee Authorized Signing Official

Specific documentation is required for changes to a Grantee Authorized Signing Official. Documentation can be the legal document that effected the change or a letter noting the official change authenticated (signed) by a proper official of the state having jurisdiction. Documentation must be electronically attached. If you cannot attach the documentation, please contact your Grant Manager.

Current Authorized Signing Official		New Authorized Signing Official	
Prefix	Other	***Prefix**	Chairman
Prefix (Other)	Commissioner	**Prefix (Other)**	
First Name	Eva	***First Name**	Mary
Middle Initial		**Middle Initial**	
Last Name	Henry	***Last Name**	Hodge
Suffix		**Suffix**	
Suffix (Other)		**Suffix (Other)**	
Title	Commissioner	***Title**	Commissioner
Address Line 1	450 S. 4th Avenue	***Address Line 1**	4430 S. Adams County Parkway
Address Line 2		**Address Line 2**	
City	Brighton	***City**	Brighton
State	Colorado	***State**	Colorado
Zip	80601 - 1937	***Zip**	80601 - 8212
Phone	(720) 523-6100 Ext	***Phone**	(720) 523-6100 Ext
Fax		**Fax**	
Email	ehenry@adcogov.org	***Email**	mhodge@adcogov.org

***Required Justification for Change Grantee Authorized Signing Official**

Mary Hodge appointed as Chair of Board of County Commissioners on 1/9/18.

Attachments:

Filename:	User:	Timestamp:
Minutes Approving Mary Hodge as Chair_010918.pdf	ACSOFFICE	07/11/2018 12:41 PM

Print

Audit Trail:

Description:	Role:	User:	Timestamp:
Approved-Final	PO - Grant Manager	MasonK	07/11/2018 2:35 PM
Submitted	PO - Grant Manager	ACSOFFICE	07/11/2018 12:41 PM
Draft	EXTERNAL - External User	ACSOFFICE	07/11/2018 12:40 PM

Ellie McLean

From: do-not-reply@ojp.usdoj.gov
Sent: Wednesday, July 11, 2018 12:35 PM
To: Ellie McLean
Subject: Change Grantee Authorized Signing Official GAN has been Approved

The request for Change Grantee Authorized Signing Official GAN for 2017-DJ-BX-0739 has been approved. Please access GMS for more information regarding GAN Number 001.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Resolution accepting a permanent drainage easement from Mountain View Fellowship to Adams County for storm water drainage purposes
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves a resolution accepting a permanent drainage easement from Mountain View Fellowship to Adams County

BACKGROUND:

Adams County is being granted a permanent drainage easement from Mountain View Fellowship on a property located at 1955 Headlight Road. The purpose of the easement is to allow the County to enter the property to inspect and maintain drainage facilities, which include inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, etc, located on the property. Said easement is to be used solely in the event the Grantor fails to maintain such drainage facilities.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Permanent Drainage Easement
Board of County Commissioners Resolution
Planning Commission Resolution

FISCAL IMPACT:

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

Fund:	
Cost Center:	

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

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

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM MOUNTAIN VIEW FELLOWSHIP TO ADAMS COUNTY FOR STORM WATER DRAINAGE PURPOSES

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Permanent Drainage Easement from Mountain View Fellowship for property located in the Southeast Quarter of Section 34, Township 3 South, Range 62 West of the 6th Principal Meridian as described in the attached easement agreement; and

WHEREAS, this Permanent Drainage Easement is in conjunction with a development project on the property; 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 8th day of December, 2016, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Drainage Easement.

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

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That MOUNTAIN VIEW FELLOWSHIP, a Colorado Non-Profit Corporation, whose legal address is 1893 Burton Street, Strasburg, CO, 80136-7825, 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 25th day of MAY, 2018.

Mountain View Fellowship,
a Colorado Non-Profit Corporation

By: _____
Print Name: Ryan Dwyer
Print Title: Elder/Pastor

STATE OF Colorado)
) §
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 25th day of May, 2018 by Ryan Dwyer, as Elder/Pastor of Mountain View Fellowship, a Colorado Non-Profit Corporation

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

_____
Notary Public

My commission expires: 1-11-2019

SHEILA HAGGERTY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074001487
My Commission Expires Jan. 11, 2019

A description of an access and drainage easement located in the Southeast one-quarter of Section 34, Township 3 South, Range 62 West of the 6TH Principal Meridian, Adams County, Colorado.

LEGAL DESCRIPTION

A tract of land, being a portion of the parcel of land described in Warranty Deed recorded January 20, 2010 at Reception No. 2010000003915 of the records of said Adams County, located in the Southeast one-quarter of Section 34, Township 3 South, Range 62 West of the 6TH Principal Meridian, Adams County, Colorado, described as follows:

Commencing at the Northeast Corner of said Southeast 1/4 of Section 34 (from which the Northwest Corner of said Southeast 1/4 of Section 34 bears S88°09"07"W, 2649.71 feet, basis of bearing), thence S89°09'07"W, 60.02 feet along the North line of said Southeast 1/4 of said Section 34 to the Northwest corner of the right-of-way described in the Warranty Deed recorded on September 2, 2016 at Reception No. 2016000073234 of the records of said Adams County, said corner being the **TRUE POINT OF BEGINNING**;

Thence S00°27'30"E, 56.41 feet along the West line of said right-of-way;

Thence N75°04'21"W, 74.11 feet;

Thence S88°09'07"W, 720.07 feet;

Thence S28°47'50"W, 110.39 feet;

Thence S12°55'06"W, 97.80 feet;

Thence S29°59'58"E, 9.83 feet;

Thence N60°20'17"E, 53.80 feet;

Thence S30°00'00"E, 226.59 feet;

Thence N89°59'56"E, 704.38 feet to the West line of said right-of-way;

Thence S00°27'30"E, 28.00 feet along the West line of said right-of-way;

Thence S89°59'56"W, 720.77 feet;

Thence N30°00'00"W, 204.73 feet;

Thence S60°00'00"W, 106.63 feet;

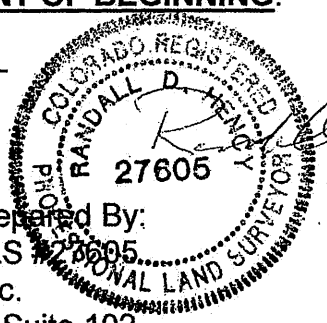
Thence N61°19'27"W, 65.41 feet;

Thence N21°52'56"W, 103.19 feet;

Thence N01°59'15"W, 174.99 feet to a point on the North line of said Southeast 1/4 of Section 34;

Thence N88°09'07"E, 1014.25 feet along the North line of said Southeast 1/4 of Section 34 to the **TRUE POINT OF BEGINNING**.

Area = 2.39 Acres +/-

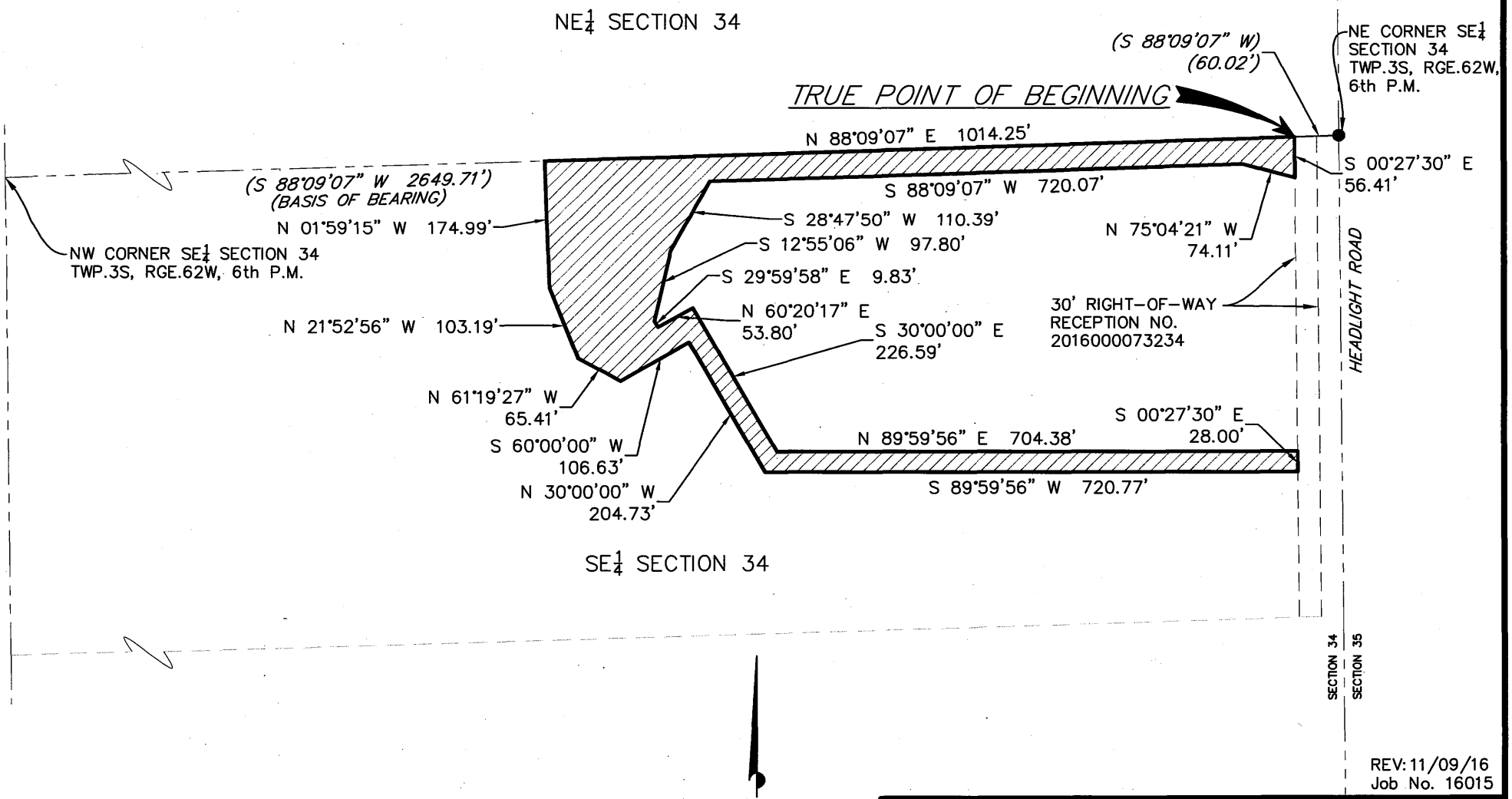


11-18-19

Legal Description Prepared By:
Randall D Hency, PLS #27605
Polaris Surveying, Inc.
1903 Lelaray Street, Suite 102
Colorado Springs, Colorado 80909

EXHIBIT MAP

ACCESS AND DRAINAGE EASEMENT



REV: 11/09/16
Job No. 16015

Mountain View Fellowship Church

POLARIS SURVEYING, INC.
1903 Lelaray Street, Suite 102
COLORADO SPRINGS, CO 80909
(719)448-0844 FAX (719)448-9225

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A PERMANENT DRAINAGE EASEMENT FROM MOUNTAIN VIEW FELLOWSHIP 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 8th day of December, 2016, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a permanent drainage easement from Mountain View Fellowship for drainage 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 Permanent Drainage Easement is in conjunction with a proposed development for a property at 1955 Headlight Road, Strasburg, CO, located in the Southeast Quarter of Section 34, Township 3 South, Range 62 West of the 6th 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 deed be accepted by the Board of County Commissioners.

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

I, Rosie Garner, 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

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Resolution accepting a deed conveying property to Adams County for the dedication of right-of-way for East 38th Avenue.
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves a resolution accepting a Quitclaim Deed from High Prairie Ranch Inc. to Adams County.

BACKGROUND:

High Prairie Ranch Inc. has executed a Quitclaim Deed to dedicate road right-of-way to Adams County. The right-of-way is being dedicated as a condition of a 35-acre parcel land survey plat subdivision development. No public improvements are required with the subdivision. East 38th Avenue is adjacent to the southern boundary of the land survey plat subdivision. The right-of-way dedication will create legal access to a public road for the lots along East 38th Avenue

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Quitclaim Deed
Board of County Commissioners Resolution
Planning Commission Resolution

FISCAL IMPACT:

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

Fund:	
Cost Center:	

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

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

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

RESOLUTION ACCEPTING QUITCLAIM DEED CONVEYING PROPERTY FROM HIGH PRAIRIE RANCH INC., TO ADAMS COUNTY FOR THE DEDICATION OF ROAD RIGHT-OF-WAY FOR EAST 38TH AVENUE

WHEREAS, High Prairie Ranch Inc., has executed a Quitclaim Deed to dedicate a parcel of land for right-of-way purposes for East 38th Avenue that complies with County standards and will benefit the citizens of Adams County; and

WHEREAS, this right-of-way dedication is in conjunction with a land survey plat deposit; and

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting the Quitclaim Deed from High Prairie Ranch Inc. for property located in Section 34, Township 3 South, Range 62 West of the 6th Principal Meridian as described in the attached Quitclaim Deed; 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 28th day of June, 2018, 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 attached Quitclaim Deed from High Prairie Ranch Inc., a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

QUITCLAIM DEED

THIS DEED, dated this 24th day of JULY 2018, between **High Prairie Ranch Inc,** whose legal address is 2545 Pillsbury Avenue, Minneapolis, Minnesota, 55404-4202, grantor, and **THE COUNTY OF ADAMS, State of Colorado**, grantee, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601, Brighton, Colorado 80601:

WITNESS, that the grantor, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold and QUITCLAIMED, and by these presents 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, 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 38th Avenue
Also known by street and number as: Vacant Land
Assessor's schedule or parcel number: part of 0181324100001 and 0181324300001

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

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

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

High Prairie Ranch Inc, Owner

By: _____

Print Name: THOMAS M. TULIEN FOR HIGH PRAIRIE RANCH INC,

Print Title: ~~President~~ Owner

STATE OF ~~COLORADO~~ NEW YORK)
) §
County of NEW YORK)

The foregoing instrument was acknowledged before me this 24th day of JULY., 2018, THOMAS MICHAEL TULIEN, as OWNER of _____.

Witness my hand and official seal.

My commission expires: JUNE 11, 2022

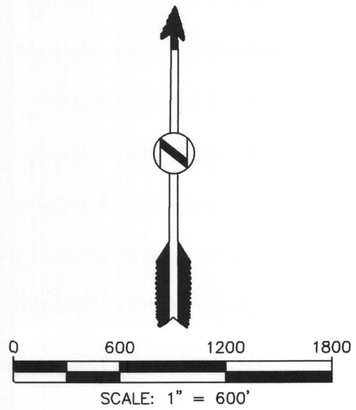
_____
Notary Public

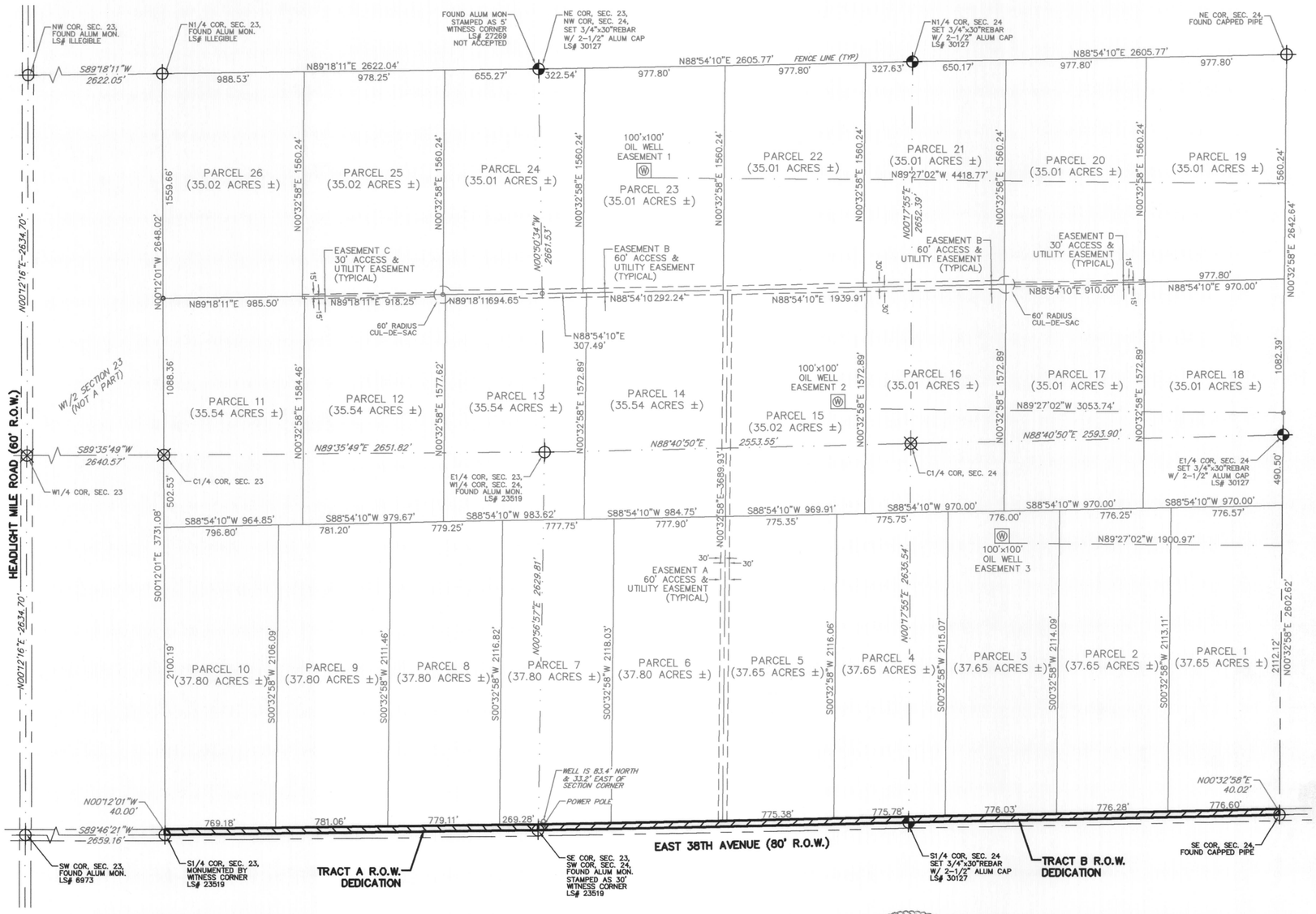
PADMINI SIVAPRAKASAM
Notary Public - State of New York
NO. 01SI6376520
Qualified in New York County
My Commission Expires Jun 11, 2022

R.O.W. DEDICATION EASEMENT EXHIBIT

EAST HALF OF SECTION 23 & ALL OF SECTION 24, T. 3 S, R. 62 W, 6TH P.M.

COUNTY OF ADAMS, STATE OF COLORADO





R.O.W. DEDICATION:

TRACT A: (R.O.W. DEDICATION)
THE SOUTH 40.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO,

TRACT B: (R.O.W. DEDICATION)
THE SOUTH 40.00 FEET OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO,

DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND OPINION.

BASIS OF BEARINGS:

CONSIDERING THE EAST LINE OF SECTION 24 TO HAVE AN ASSUMED BEARING OF S00°32'58"W AND MONUMENTED AS SHOWN HEREON.

"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."

REFERENCE DWG:	DATE:	REVISIONS:

High Prairie Survey Co.
LAND SURVEYING CONSTRUCTION STAKING
OIL AND GAS SURVEYING
303-621-8672 FAX 303-621-7749
P.O. BOX 384
KIOWA, COLORADO 80117

SCALE	DATE	DRAWN BY
1"=600'	05/07/2018	D. COTTER

TITLE	
R.O.W. DEDICATION EASEMENT EXHIBIT E1/2 OF SEC. 23 & ALL OF SECTION 24, T3S, R62W, 6TH P.M. ADAMS COUNTY, STATE OF COLORADO	
CLIENT	THOMAS TULIEN
SHEET 1 OF 1	JOB NUMBER 17339-EAS-EXH

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED FROM HIGH PRAIRIE RANCH, INC., TO THE COUNTY OF ADAMS FOR RIGHT-OF-WAY PURPOSES

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton Colorado on Thursday the 28th day of June, 2018, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Quitclaim Deed from High Prairie Ranch, Inc., for the dedication of road right-of-way for East 38th Avenue being on the following described property:

> See Legal Description as set forth in Tract B shown on Exhibit attached hereto and incorporated herein by this reference.

WHEREAS, this property is being conveyed as a condition of a 35-acre parcel land survey plat subdivision development in the East Half of Section 23 and all of Section 24, Township 3 South, Range 62 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners for road right-of-way as designated above.

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

I, Greg Thompson, 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.

Greg Thompson, Chair
Adams County Planning Commission

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Resolution accepting a permanent sidewalk easement from Prologis L.P. to Adams County for maintenance of a public sidewalk to be constructed on Prologis L.P.'s property.
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners accept a permanent sidewalk easement from Prologis L.P. to Adams County.

BACKGROUND:

Prologis L.P. is requesting to construct public sidewalks with attached ADA compliant ramps on their property located at 6150 Downing Street. Construction of the sidewalk is required as part of Prologis L.P.'s development on the property. Because of physical constraints on the property, Prologis L.P. is proposing to construct a section of the required sidewalks on their property, instead of the County's right-of-way, and grant permanent sidewalk easements to the County for access and use of the sidewalks. Both the County's Community and Economic Development and Public Works staff reviewed the request and have no concerns with location of the sidewalks.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Permanent Sidewalk Easement
Board of County Commissioners Resolution
Planning Commission Resolution

FISCAL IMPACT:

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

Fund: N/A	
Cost Center: N/A	

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

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

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

RESOLUTION ACCEPTING A PERMANENT SIDEWALK EASEMENT FROM PROLOGIS L.P. TO ADAMS COUNTY FOR PURPOSES OF MAINTAINING A PUBLIC SIDEWALK

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting an Permanent Sidewalk Easement from Prologis L.P. for property located in the Northwest Quarter of Section 11, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado as described in the attached permanent sidewalk easement agreement; and

WHEREAS, this Permanent Sidewalk Easement is in conjunction with a development project that requires public improvements including curb, gutter, sidewalk, and ADA compliant ramps; 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 28th day of June, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Sidewalk Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Permanent Sidewalk Easement from Prologis L.P. to Adams County for purposes of maintaining a public sidewalk, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

PERMANENT SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That Prologis L.P., whose address is 1800 Wazee Street, Denver, Colorado (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, a non-exclusive easement for the purposes of maintaining a public sidewalk and appurtenances thereto, in, under, through and across the property, over and across the following described land to wit:

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

In further consideration hereof, Grantor covenants and agrees that:

1. No permanent buildings or structures will be placed, erected, installed or permitted upon said easement.
2. The Grantor will not construct any obstructions that would prevent the proper maintenance and use of said sidewalk improvements.
3. The Grantor acknowledges and agrees to abide by all existing and future approved County regulations pertaining to sidewalk upkeep and maintenanace as if the sidewalk was in the public street right-of-way.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County in connection with this easement will be done with care, and the property will 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 County.

The Grantor reserves the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and that 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.

Balance of page intentionally left blank

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

19th day of April 2018.

Name,

By: _____

Print Name: Tom Marko

Print Title: Vice President

STATE OF Colorado)

) §

COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 19 day of April, 2018 by Tom Marko, as VP of Prologis, a _____.

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

Sandee Gavin-Wicks

Notary Public

My commission expires: 10/20/20

SANDEE GAVIN-WICKS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044032955
MY COMMISSION EXPIRES 10/20/2020

EXHIBIT A

LEGAL DESCRIPTION

A SIDEWALK EASEMENT BEING A PORTION OF BLOCK 132, MAPLETON ADDITION RECORDED IN PLAT BOOK 1 AT PAGE 48 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 11 AND CONSIDERING THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 11 TO BEAR NORTH 00°07'09" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 83°37'32" EAST A DISTANCE OF 1,370.30 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID BLOCK 132 AND THE **POINT OF BEGINNING;**

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25°32'57", A RADIUS OF 18.50 FEET, AN ARC LENGTH OF 8.25 FEET AND A CHORD THAT BEARS SOUTH 77°20'40" EAST A DISTANCE OF 8.18 FEET;
THENCE NORTH 89°52'51" EAST A DISTANCE OF 11.02 FEET;
THENCE SOUTH 00°07'09" EAST A DISTANCE OF 63.00 FEET;
THENCE SOUTH 89°52'51" WEST A DISTANCE OF 12.00 FEET TO A POINT OF CURVATURE;
THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°14'00", A RADIUS OF 18.50 FEET, AN ARC LENGTH OF 7.18 FEET AND A CHORD THAT BEARS SOUTH 78°45'51" WEST A DISTANCE OF 7.13 FEET TO A POINT ON THE BOUNDARY OF SAID LOT 132;
THENCE NORTH 00°07'09" WEST ALONG SAID BOUNDARY A DISTANCE OF 66.18 FEET TO THE **POINT OF BEGINNING;**

SAID PARCEL CONTAINS AN AREA OF 1,205 SQUARE FEET, OR 0.028 ACRES, MORE OR LESS.

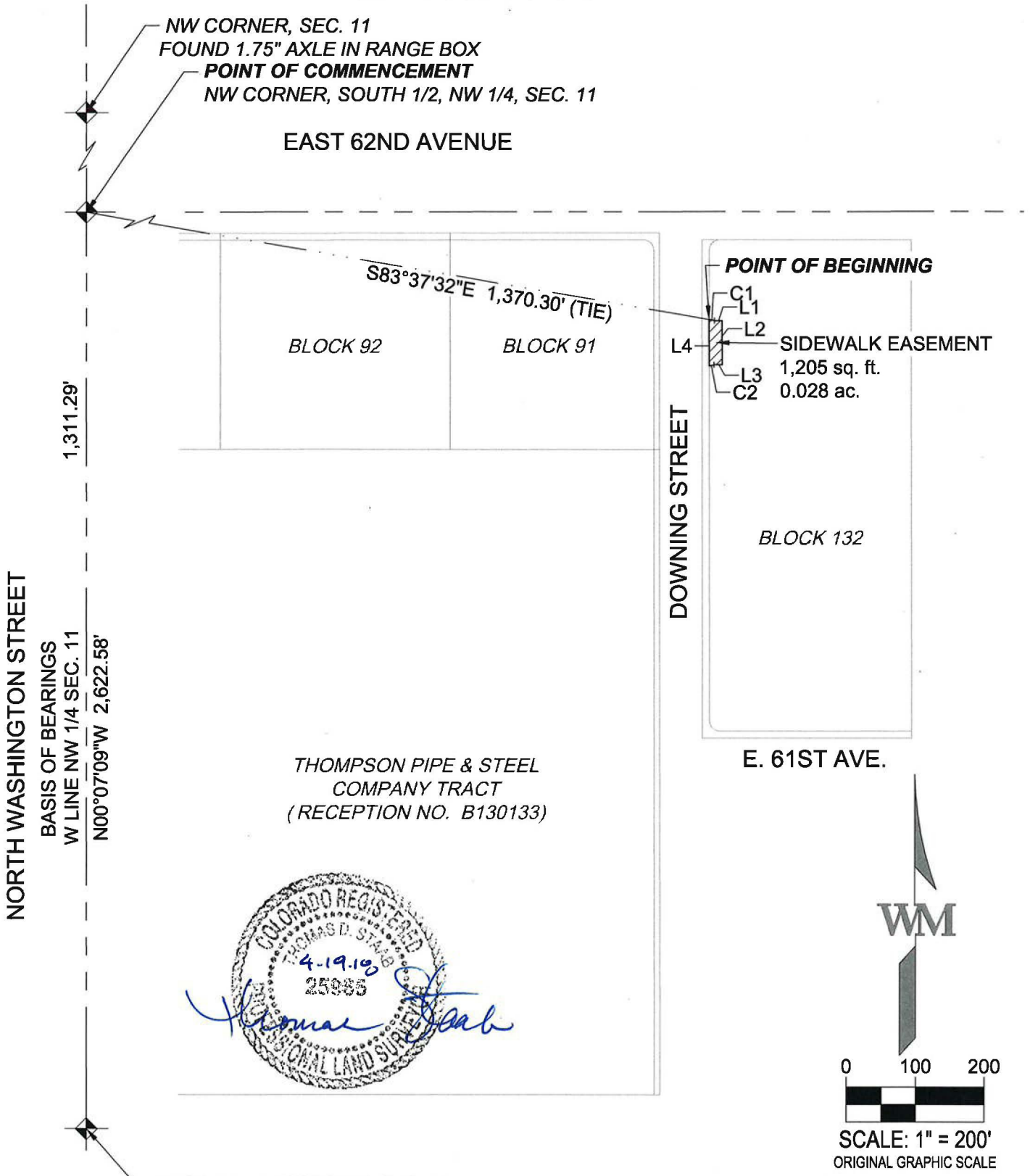
THE LINEAL DISTANCE UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY EITHER EXPRESSED OR IMPLIED.

THOMAS D. STAAB, P.L.S. 25965
FOR AND ON BEHALF OF
WARE MALCOMB
990 SOUTH BROADWAY
SUITE 230
DENVER, COLORADO 80209
P 303.561.3333

WARE MALCOMB	PROJECT NAME: 62ND & WASHINGTON			SHEET
990 south broadway suite 230 denver, co 80209 p 303.561.3333 waremalcomb.com	JOB NO.: DEN17-0048	DATE : 04/18/2018		1 OF 3
	DRAWN: AM	PA/PM: TS	SCALE: 1" = N/A	

EXHIBIT A



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

WARE MALCOMB

990 south broadway
suite 230
denver, co 80209
p 303.561.3333
waremalcomb.com

PROJECT NAME: 62ND & WASHINGTON		SHEET 2 OF 3
JOB NO.: DEN17-0048	DATE : 04/18/2018	
DRAWN: AM	PA/PM: TS	SCALE: 1" = 200'

EXHIBIT A

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°52'51"E	11.02'
L2	S00°07'09"E	63.00'
L3	S89°52'51"W	12.00'
L4	N00°07'09"W	66.18'

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	25°32'57"	18.50'	8.25'	S77°20'40"E	8.18'
C2	22°14'00"	18.50'	7.18'	S78°45'51"W	7.13'

WARE MALCOMB
990 south broadway
suite 230
denver, co 80209
p 303.561.3333
waremalcomb.com

PROJECT NAME: 62ND & WASHINGTON			SHEET
JOB NO.: DEN17-0048	DATE : 04/18/2018		3 OF 3
DRAWN: AM	PA/PM: TS	SCALE: 1" = N/A	

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT SIDEWALK EASEMENT FROM PROLOGIS, L.P., TO ADAMS COUNTY FOR CONSTRUCTION OF A PUBLIC SIDEWALK

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 28th day of June, 2018, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a permanent sidewalk easement from Prologis, L.P., for purposes of maintaining a public sidewalk, being on the following described property:

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

WHEREAS, this permanent sidewalk easement is in conjunction with construction of a new development for a property located in the Northwest Quarter of Section 11, Township 3 South, Range 68 West of the 6th 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 sidewalk easement be accepted by the Board of County Commissioners.

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

I, Greg Thompson, Chairperson of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

Greg Thompson, Chair
Adams County Planning Commission

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Resolution accepting a deed conveying property to Adams County for the dedication of road right-of-way for East 112th Avenue.
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves a resolution accepting a Quitclaim Deed from East Cherry Creek Valley Water and Sanitation District to Adams County.

BACKGROUND:

East Cherry Creek Valley Water and Sanitation District has executed a Quitclaim Deed to dedicate road right-of-way to Adams County. The property is located at address 20891 East 112th Avenue. The right-of-way is being dedicated as part of a proposed development on the property for a pump station expansion.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Quitclaim Deed
Board of County Commissioners Resolution
Planning Commission Resolution

FISCAL IMPACT:

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

Fund:	
Cost Center:	

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

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

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

RESOLUTION ACCEPTING QUITCLAIM DEED CONVEYING PROPERTY FROM EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT TO ADAMS COUNTY FOR THE DEDICATION OF ROAD RIGHT-OF-WAY FOR EAST 112TH AVENUE

WHEREAS, East Cherry Creek Valley Water and Sanitation District has executed a Quitclaim Deed to dedicate a parcel of land for right-of-way purposes for East 112th Avenue that complies with County standards and will benefit the citizens of Adams County; and

WHEREAS, this right-of-way dedication is in conjunction with a development project, which includes on-site grading and drainage plans; and

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting the Quitclaim Deed from East Cherry Creek Valley Water and Sanitation District, for property located in the Southeast Quarter of Section 2, Township 2 South, Range 66 West of the 6th Principal Meridian as described in the attached Quitclaim Deed; 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 28th day of June, 2018, 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 attached Quitclaim Deed from East Cherry Creek Valley Water and Sanitation District, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

QUITCLAIM DEED

THIS DEED, dated this 24th day of MAY 2018, between **East Cherry Creek Valley Water and Sanitation District,** whose legal address is 6201 S Gun Club Road, Aurora, Colorado, 80016, grantor, and **THE COUNTY OF ADAMS, State of Colorado**, granter, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601, Brighton, Colorado 80601:

WITNESS, that the grantor, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold and QUITCLAIMED, and by these presents 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, State of Colorado, described as follows:

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

Dedicated for E 112th Avenue
Also known by street and number as: 20891 E 112th Avenue

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

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

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

East Cherry Creek Valley Water and Sanitation District

By: _____

Print Name/ Title: E. Peter Elzi, Jr Vice Chairman

STATE OF COLORADO)
) §
County of Arapahoe)

The foregoing instrument was acknowledged before me this 24th day of May, 2018, E Peter Elzi, JR as Vice Chairman.

Witness my hand and official seal.

My commission expires:

Notary Public

REBECCA A BELLAMY
Notary Public
State of Colorado
Notary ID 19954011188
My Commission Expires Jul 20, 2019

LEGAL DESCRIPTION
RIGHT-OF-WAY PARCEL

A parcel of land 45.00 feet wide, situated in the SW 1/4 of Section 2, T2S, R66W of the 6th P.M., Adams County, Colorado, being a part of East Cherry Creek Valley Water and Sanitation District as recorded under Reception No. 20051369630, more particularly described as follows:

BEGINNING at the South Quarter Corner of said Section 2 being monumented with a 3.25" aluminum cap stamped "PLS 25379", whence the Center Quarter Corner of said Section 2, being monumented with a 3.25" aluminum cap stamped "PLS 13155" bears N 00°12'52" E, a distance of 2635.28 feet;

Thence along the south line of said SW 1/4 of Section 2 S 89°51'37" W, a distance of 45.00 feet; Thence departing the said south line N 00°12'52" E, a distance of 60.00 feet to a point on the westerly line of said parcel of land; Thence departing said westerly line N 89°51'37" E, a distance of 45.00 feet to a point on the easterly line of said parcel of land point also be the centerline of said Section 2; Thence along the said easterly line S 00°12'52" W, a distance of 60.00 feet to the **POINT OF BEGINNING.**

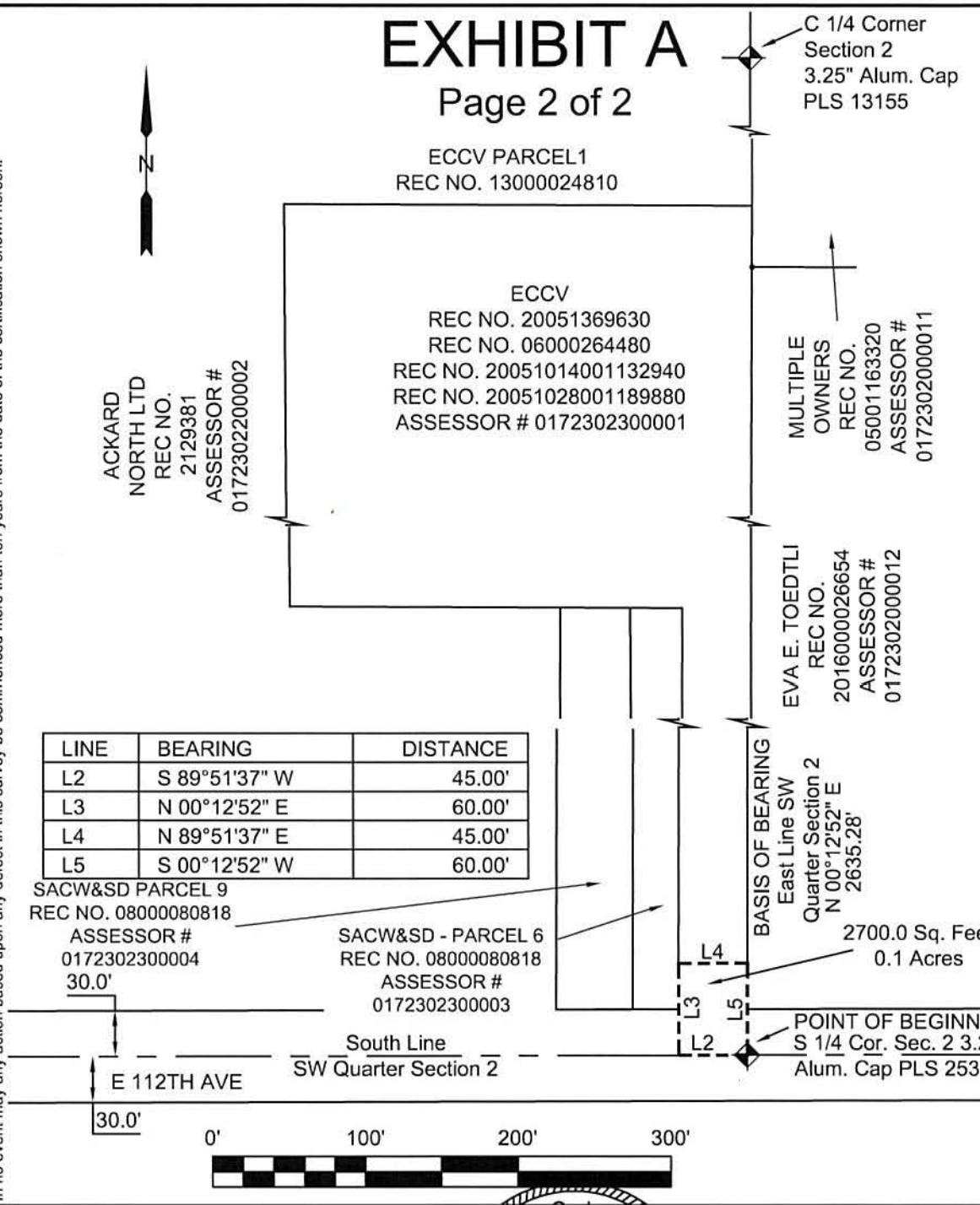
The above description contains 2,700.0 Square Feet or 0.1 Acres more or less.

William G Buntrock, PLS Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC TN 18028 (Right of Way Take)

• 9623 Mallard Pond Way • Littleton, Colorado 80125 • www.TRUENORTHsurvey.com •

EXHIBIT A

Page 2 of 2



LINE	BEARING	DISTANCE
L2	S 89°51'37" W	45.00'
L3	N 00°12'52" E	60.00'
L4	N 89°51'37" E	45.00'
L5	S 00°12'52" W	60.00'

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.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

SOUTHWEST
QUARTER SECTION 2
T2S R66W 6TH P.M.

COLORADO LICENSED
WILLIAM G. BUNTROCK
04/09/18
35585
PROFESSIONAL LAND SURVEYOR

DATE	4/09/18
DRAWN	RW
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 18028
HORZ. SCALE	1" = 100'

9623 Mallard Pond Way Littleton, Colorado 80125 www.TRUENORTHsurvey.com 303.484.8886 Our Passion Shows | Since 2008

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED FROM EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT TO THE COUNTY OF ADAMS FOR RIGHT-OF-WAY PURPOSES

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton Colorado on Thursday the 28th day of June, 2018, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Quitclaim Deed from East Cherry Creek Valley Water and Sanitation District for the dedication of road right-of-way for East 112th Avenue being on the following described property:

> See Legal Description as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this property is being conveyed as a condition of a development project, including on-site grading and drainage plans, in the Southwest Quarter of Section 2, Township 2 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners for road right-of-way as designated above.

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

I, Greg Thompson, 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.

Greg Thompson, Chair
Adams County Planning Commission

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 7/31/2018
SUBJECT: Lease Extension – Brighton Head Start Facilities
FROM: Nicci Beauprez, Land & Asset Coordinator
AGENCY/DEPARTMENT: Facilities & Fleet Management
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Lease Extension for the Brighton Head Start facility.

BACKGROUND:

Adams County currently leases space at 1850 Egbert St., Brighton, CO for its Head Start Facilities and Classroom. This space continues to offer services for residents and their children in the Brighton area. The termination date of the current Lease will be extended 90 days to allow sufficient time for a new Lease agreement. Original grant funding to Brighton Urban Renewal Authority prevented ownership in Community Reach's name at the time of the original Lease. Those grant requirements have since expired; the property owner and our Landlord has been and shall remain Community Reach Center. The extension changes from a Sub-Lease to a Lease with Community Reach Center. Community Reach has extended the facility at current rates for the 90-day extension of $ 6,190.04 per month.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services
Head Start

ATTACHED DOCUMENTS:

Resolution
Community Reach Center Lease Agreement Amendment dated 7/16/2018, effective 8/1/2018 thru 10/31/2018

FISCAL IMPACT:

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

Fund: 00031	
Cost Center: 935118	

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7915		$119,218
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$119,218

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING FIRST AMENDMENT LEASE AGREEMENT BETWEEN ADAMS COUNTY AND COMMUNITY REACH CENTER FOR BRIGHTON HEAD START FACILITIES AT 1850 EGBERT STREET, BRIGHTON, CO

Resolution 20xx-xxx

WHEREAS, Adams County currently leases space at 1850 Egbert St., Brighton, CO (the Property), for use as facilities, including classrooms, for one of its Head Start Facilities; and,

WHEREAS, Adams County wishes to extend the lease for the Property for an additional (90) days from August 1, 2018 until October 30, 2018, pursuant to the terms and conditions of the attached First Amendment to the Sublease Agreement, for a monthly gross rate of $ 6,190.04; and,

WHEREAS, Adams County believes the proposed use of the leased space at the Property is a legitimate governmental use as it has been leased since 2008 for the same purpose and this will enhance the welfare of those residents and their children participating in the Head Start program.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the First Amendment to the Community Reach Center Lease Agreement between Adams County and Community Reach Center, for Brighton's Head Start facilities and classrooms, a copy of which is attached hereto, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said First Amendment to the Community Reach Center Lease Agreement on behalf of Adams County.

COMMUNITY REACH CENTER
LEASE AGREEMENT AMENDMENT

This **First Amendment to the Sublease Agreement** ("First Amendment") is entered into **16th** day of **July, 2018** ("Amendment Effective Date"), by and between **COMMUNITY REACH CENTER**, a Colorado non-profit corporation, ("**CRC**") and the Board of County Commissioners of Adams County, Colorado ("**Tenant**").

WHEREAS, CRC and Tennant entered into that certain Sublease Agreement effective July 30, 2008 (the "Agreement"); and

WHEREAS, CRC and Tennant now wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the above promises and the mutual consideration of the parties, it is hereby agreed and the Agreement is hereby amended as follows:

1. **AMENDMENT.** Section 1 is hereby amended to include a ninety (90) day extension, from August 1, 2018 to October 30, 2018, at the currently established rates, upon mutual agreement by the Parties.

ENTIRE AGREEMENT. Except as set forth herein, the Agreement shall continue in full force and effect. To the extent that any discrepancy exists between this First Amendment and the Agreement, this First Amendment shall be controlling. Notwithstanding the foregoing, if any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws in effect during the term of the Agreement and Amendment, the legality, validity or enforceability of the remaining provision of the Agreement shall not be affected thereby.

This First Amendment shall become effective as of the Amendment Effective Date and shall not be considered executed until both parties have affixed their signatures below.

IN WITNESS WHEREOF, the parties have executed this First Amendment by signing as of the day and year set forth in the first sentence of this Amendment.

ADAMS COUNTY COLORADO	**COMMUNITY REACH CENTER**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Major Subdivision, Final Plat for Blackstone Ranch Subdivision, Filing 3-A
FROM: Kristin Sullivan, Community and Economic Development Director
AGENCY/DEPARTMENT: Community & Economic Development Department
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: ☐ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Blackstone Ranch Subdivision, Filing 3-A final plat and associated subdivision improvement agreement with 7 findings-of-fact, 1 condition, and 1 note.

BACKGROUND:

Pauls Development East, LLC is requesting a major subdivision final plat to create 88 lots, nine non-residential tracts, and public streets on 31.5 acres. The subject site is located approximately 2,000 feet southwest of the intersection of East 24th Avenue and Strasburg Road. A majority of the surrounding properties are designated in the Agricultural or in the Residential zoned districts (R-1-C).

Section 2-02-17-04 of the County's Development Standards and Regulations outline the criteria for approval of a final plat. The proposed request conforms to all requirements outlined in the Development Standards and Regulations (see attached staff report). The proposed lots conform to the minimum lot size required development in the R-1-C zoned district, as well as all associated public improvements.

Per Section 5-02-05 of the County's Development Standards and Regulations, a Subdivision Improvements Agreement (SIA) is required with approval of a final plat. The required improvements include construction of infrastructure, such as public streets, curbs, gutters, sidewalks, and storm sewers to serve development. Staff has reviewed the SIA, and determined the proposed agreement complies with the County's Development Standards and Regulations (See Exhibit 3.3).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

None

ATTACHED DOCUMENTS:

- BOCC staff report and packet
- Resolution approving application in case PLT2018-00009
- Resolution approving Subdivision Improvements Agreement (SIA2018-00007) for Blackstone Ranch, Filing 3-A Subdivision

FISCAL IMPACT:

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

Fund:	
Cost Center:	

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

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

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

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

Additional Note:

RESOLUTION APPROVING APPLICATION IN CASE #PLT2018-00009
BLACKSTONE RANCH, FILING 3-A FINAL PLAT

WHEREAS, this case involved a Request for Final Plat to create 88 single-family residential lots

APPROXIMATE LOCATION: Approximately 1,500 feet southwest of the intersection of East 26th Avenue and Strasburg Road, Strasburg, CO (Parcel # 0181333100008)

LEGAL DESCRIPTION: A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SAID SECTION 33 WHENCE THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 BEARS SOUTH 89°17’10” WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG SAID NORTH LINE, SOUTH 89°17’10” WEST, A DISTANCE OF 1190.71 FEET TO THE NORTHWEST CORNER OF BLACKSTONE RANCH FILING NO. 1, AS RECORDED AT RECEPTION NUMBER 20060607000583540 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID ADAMS COUNTY AND THE POINT OF BEGINNING.

THENCE ALONG THE WESTERLY BOUNDARY OF SAID BLACKSTONE RANCH FILING NO. 1, THE FOLLWOIGN THREE (3) COURSES:

1. SOUTH 00°42'50" EAST, A DISTANCE OF 351.07 FEET;
2. NORTH 89°17'10" EAST, A DISTANCE OF 26.38 FEET;
3. SOUTH 00°42'50" EAST, A DISTANCE OF 353.00 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, BLACKSTONE RANCH FILING NO. 2-A, AS RECORDED AT RECEPTION NUMBER 2016000035452, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID BLACKSTONE RANCH FILING NO. 2-A THE FOLLOWING SIX (6) COURSES:

1. SOUTH 89°17'10" WEST, A DISTANCE OF 178.32 FEET;
2. SOUTH 00°42'50" EAST, A DISTANCE OF 101.00 FEET;
3. SOUTH 89°17'10" WEST, A DISTANCE OF 43.19 FEET;
4. SOUTH 00°42'50" EAST, A DISTANCE OF 50.00 FEET;
5. SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;
6. SOUTH 00°27'21" EAST, A DISTANCE OF 81.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°17’10” WEST, A DISTANCE OF 1046.11 FEET;

THENCE SOUTH 00°50’07” EAST, A DISTANCE OF 45.00 FEET;

THENCE SOUTH 89°17’10” WEST, A DISTANCE OF 169.41 FEET TO A LINE 40.00 FEET EAST AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 33;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00°16’13” EAST, A DISTANCE OF 801.54 FEET TO THE NORTH LINE OF ASPEN STREET AS DESCRIBED IN RECEPTION NUMBER c0987100;

THENCE ALONG SIAD NORHT LINE SOUTH 89°02’41” WEST, A DISTANCE OF 40.00 FEET TO SAID WEST LINE;

THENCE ALONG SAID WEST LINE, NORTH 00°16’13” WEST, A DISTANCE OF 1802.81 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, NORTH 89°17’10” EAST, A DISTANCE OF 1423.25 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 31.498 ACRES, (1,372,044 SQUARE FEET), MORE OR LESS.

WHEREAS, the Board of County Commissioners held a public hearing on the application on the 31st day of July, 2018; and

WHEREAS, substantial testimony was presented by members of the public and the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing, the application in Case No. PLT2018-00009 Blackstone Ranch, Filing 3-A Final Plat is hereby APPROVED based upon the following findings of fact and subject to the fulfillment of the following conditions by the applicant:

FINDINGS OF FACT FOR APPROVAL:

1. The final plat is consistent and conforms to the approved preliminary plat.
2. The final plat is in conformance with the subdivision design standards.
3. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
4. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
5. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special

precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.

6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision, have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

Condition of Approval:

1. Prior to the approval of any building permit, the applicant shall provide a landscape plan showing right-of-way landscaping that conforms to Section 5-03-05-02 of the Adams County Development Standards and Regulations.

Note to the Applicant:

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

CASE NO.: PLT2018-00009
CASE NAME: BLACKSTONE RANCH, FILING 3-A

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- 3.2 Applicant Final Plat
- 3.3 Applicant Subdivision Improvements Agreement

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- 4.2 Referral Comments (Colorado Division of Water Resources)
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COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

STAFF REPORT

Board of County Commissioners July 31, 2018

CASE No.:**PLT2018-00009**	CASE NAME: **Blackstone Ranch, Filing 3-A**

Owner's Name:	Pauls Development East, LLC
Applicant's Name:	Pauls Development East, LLC
Applicant's Address:	270 St. Paul Street, Suite 300, Denver, CO 80206
Location of Requests:	Southeast of Strasburg Road & East 24th Avenue
Nature of Requests:	1) Major Subdivision Final Plat for 33 lots and; 2) Subdivision Improvements Agreement (SIA)
Zone District:	Residential-1-C (R-1-C)
Site Size:	31.5 acres
Proposed Uses:	Single-Family Residential
Existing Use:	Vacant
Hearing Date(s):	**BoCC: July 31, 2018 / 9:30 a.m.**
Report Date:	July 8, 2018
Case Manager:	Greg Barnes
Staff Recommendation:	APPROVAL of the Final Plat and Subdivision Improvement Agreement with 7 Findings-of-Fact, 1 Condition, & 1 Note

SUMMARY OF PREVIOUS APPLICATIONS

On March 21, 2005, the Board of County Commissioners approved to rezone 108-acre property from Agriculture-3 (A-3) to Residential-1-C (R-1-C). This 108-acre property is currently known as the Blackstone Ranch subdivision.

On May 22, 2006, the Board of County Commissioners approved a major subdivision final plat (Filing 1) of Blackstone Ranch to create 43 lots on 30.34 acres. Blackstone Ranch, Filing 1 is fully constructed and occupied.

On April 19, 2016, the Board of County Commissioners approved a major subdivision final plat (Filing 2-A) of Blackstone Ranch to create 43 lots on 10.93 acres. Blackstone Ranch, Filing 2-A is still under construction.

On June 7, 2016, the Board of County Commissioners approved a major subdivision final plat (Filing 2-B) of Blackstone Ranch to create 18 lots on 10.79 acres. Blackstone Ranch, Filing 2-B is still under construction.

On November 4, 2017, the Board of County Commissioners approved a major subdivision preliminary plat for Filing 3 (Blackstone Ranch) to create 163 lots on 53.8 acres. The subject final plat is part of the approved Filing 3 preliminary plat.

SUMMARY OF APPLICATION

Background:

Pauls Development East, LLC is requesting a major subdivision final plat to create 88 lots, nine non-residential tracts, and public streets on 31.5 acres. The site is located approximately 2,000 feet southwest of the intersection of East 24th Avenue and Strasburg Road. A majority of the surrounding properties are designated in agriculturally or in the residentially (R-1-C) zoned districts.

Site Characteristics:

The site is located southwest of the intersection of East 24th Avenue and Strasburg Road The site is currently vacant; however, it is adjacent to single-family residential dwellings, located east of the site. The adjoining single-family development is part of the overall 108 acre property rezoned on March 21, 2005.

Development Standards and Regulations Requirements
Major Subdivision (Final Plat):

Per Section 2-02-17-04-05 of the County's Development Standards and Regulations, a final plat must be consistent and conform to an approved preliminary plat. On November 4, 2017, the Board of County Commissioners approved a preliminary plat on the subject property (i.e. Blackstone Ranch, Filing 3). The subject request conforms to the corresponding section of the approved preliminary plat. The proposed final plat includes traffic-calming devices in the subdivision. This was a recommendation of the Planning Commission during review of the preliminary plat.

The minimum lot size approved with the preliminary plat is 7,000 square feet for internal lots and 7,500 square feet for corner lots. The average lot size proposed in the subdivision is 8,700 square feet, which conforms to the required minimum lot size shown on the preliminary plat and in the R-1-C district. The lots also conform to the minimum required lot width of 65 feet for internal lots and 70 feet for corner lots in the R-1-C district. All streets shown on the plat

conform to the County's requirements. These streets will be dedicated to the public and constructed to Adams County standards for local streets. In addition, all lots will have access to public streets.

Adequate provisions for water and sewer facilities are required with all final plats. The applicant obtained a letter of intent from Eastern Adams County Metropolitan District of their ability to provide service to the development. The Colorado Division of Water Resources reviewed the proposed subdivision and stated a water supply plan for the entire Blackstone Ranch subdivision has previously been approved (see Exhibit 3.1).

Requirements for public land dedication outlined in Section 5-05 of the County's Development Standards have been met. In accordance with Section 5-05-04-05 and 5-05-05-04 of the County's Development Standards, cash-in-lieu of land dedication shall be required when deemed, by the Board of County Commissioners, to be more appropriate in satisfying the needs of the school and park districts planned to serve the proposed subdivision. The applicant has provided the required payment in the amount of $257,320.72.

Subdivision Improvement Agreement (SIA):

Per Section 5-02-05 of the County's Development Standards and Regulations, a subdivision improvement agreement is required with a final plat. The SIA allows for construction of infrastructure, such as public streets, curbs, gutters, sidewalks, and storm sewers to be constructed on the property. All streets and sidewalks in the development are proposed to be public and constructed to local street standards.

Future Land Use Designation:

The future land use designation on the property is urban residential. Per Chapter 5 of the County's Comprehensive Plan, the urban residential areas are those designated for single and multiple family housing, typically at urban densities of one dwelling per acre or greater. The urban residential areas are intended to provide for development of residential neighborhoods with a variety of housing types, with adequate urban services and transportation facilities. The subject request consists of approximately 2.8 dwelling units per acre and conforms to the goals of the Comprehensive Plan to provide higher density housing near urban services and transportation.. The development has access on East 24th, 25th, and 26th Avenues, as well as East 26th Place. All of these streets are adequate to support the development. .

The subject property is also located in the County's Strasburg Plan. The plan was adopted to encourage higher-density development within Strasburg, while limiting the density of the surrounding area. The plan shows projected growth of Strasburg to be between 10,000-12,000 residents and recommends maintaining a small town agricultural character of the community. Per the Plan, Adams County portions of Strasburg should limit residential estate development to a density of less than one dwelling unit per acre. The proposed density for the subject request is greater than one dwelling unit per acre and consistent with the plan. In addition, the proposed

preliminary plat conforms to both the Comprehensive Plan and the Strasburg Plan. Both of these plans designate the subject site for residential uses.

Surrounding Zoning Designations and Existing Use Activity:

Northwest A-3 Vacant	**North** A-2 Vacant	**Northeast** R-1-C Single-Family Residential
West A-3 Vacant	**Subject Property** R-1-C Single-Family Residential	**East** R-1-C Single-Family Residential
Southwest R-1-C Vacant	**South** R-1-C Vacant	**Southeast** R-1-C Single-Family Residential

Compatibility with the Surrounding Land Uses:

A majority of the properties to the east and south of the proposed development are developed as single-family residential, and are within the same (Blackstone Ranch) subdivision. The proposed request for a final plat to develop single-family dwellings is consistent with the majority of the surrounding uses.

Staff Recommendations:

Based upon the application, the criteria for approval of a final plat, and recent site visit, staff recommends approval of this request with 7 findings-of-fact, 1 condition, and 1 note.

RECOMMENDED FINDINGS-OF-FACT

Major Subdivision (Final Plat):

1. The final plat is consistent and conforms to the approved preliminary plat.
2. The final plat is in conformance with the subdivision design standards.
3. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
4. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
5. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.

6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

Recommended Conditions of Approval:

1. Prior to the approval of any building permit, the applicant shall provide a landscape plan showing right-of-way landscaping that conforms to Section 5-03-05-02 of the Adams County Development Standards and Regulations.

Recommended Note to the Applicant:

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.

PUBLIC COMMENTS

Number of Notices Mailed (1000 Feet)	Number of Public Comments Received by Staff
73	2

Seventy-three (73) notices were mailed to all property owners and residents within 1,000 feet of the request. As of writing this report, staff has received two letters from nearby residents expressing concerns with the request. The main concerns expressed are limited availability of water to support the proposed development. County staff informed the State Division of Water Resources of the residents' concerns, and was informed by the State that the applicant has demonstrated the ability to provide the required 300-year water supply to support the development.

COUNTY AGENCY COMMENTS

Adams County staff reviewed the subject request and determined the proposed final plat complies with the subdivision design standards outlined in Section 5-03 of the Development Standards and Regulations. All lot configurations proposed conforms to lot dimensions in the R-1-C zone district. Evidence of the ability to provide adequate water and sewage facilitates have also been provided.

REFERRAL AGENCY COMMENTS

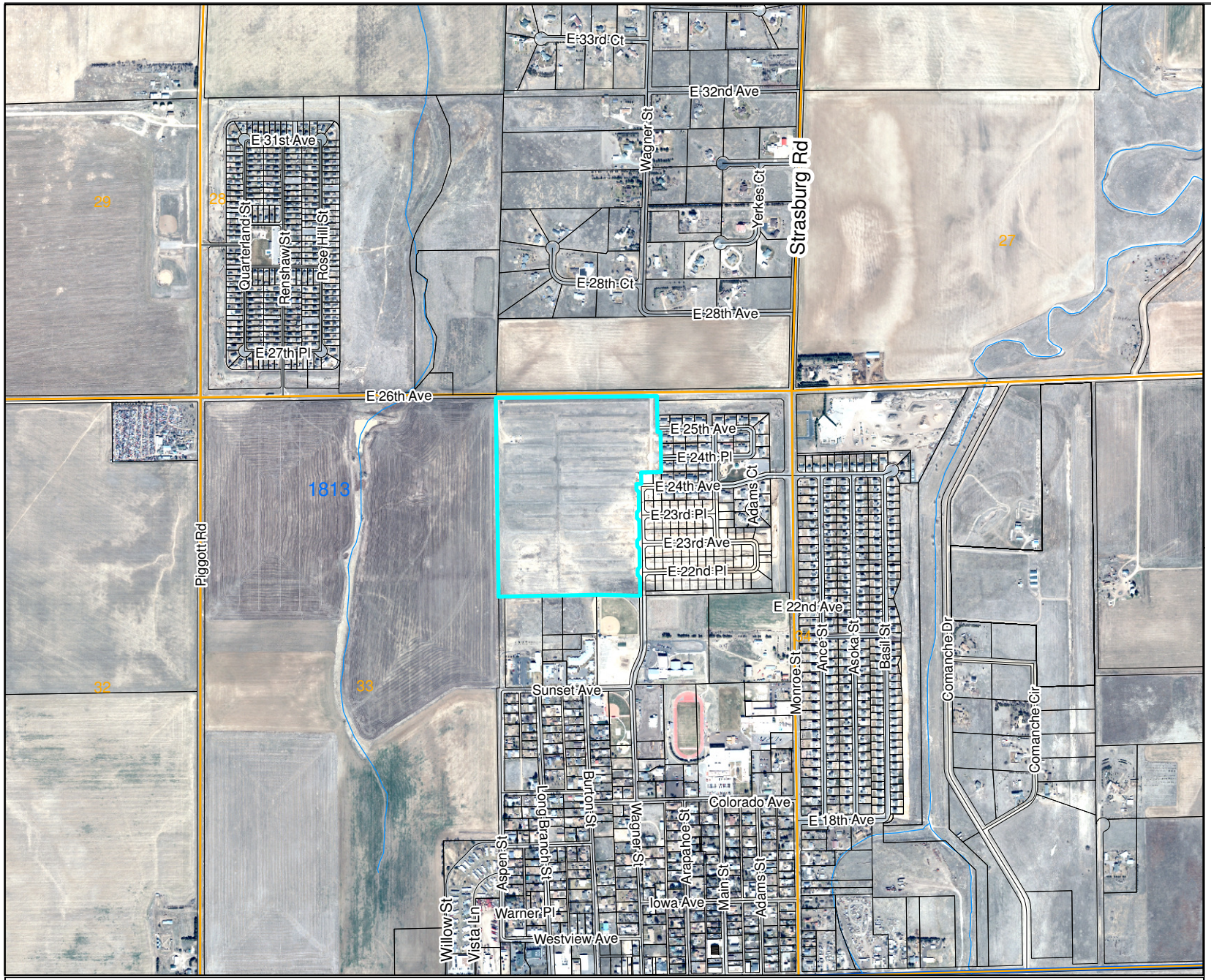
Strasburg Sanitation and Water District reviewed the request and noted that the Planning Commission should carefully review the ability for Eastern Adams County Metropolitan District's ability to serve the development. The Colorado Division of Water Resources also reviewed the subject request and stated a commitment from the Eastern Adams County Metropolitan District is on file for adequate supply of services to the development.

Responding with Concerns:
Strasburg Water & Sanitation District

Responding without Concerns:
Colorado Division of Water Resources
Colorado Geological Survey
Intermountain Rural Electric Association (IREA)
Strasburg Fire Protection District #8
Strasburg Parks & Recreation District
Tri-County Health Department
Xcel Energy

Notified but not Responding / Considered a Favorable Response:
CDOT
Colorado Division of Wildlife
Comcast
Qwest Communications
Strasburg School District 31J
US Post Office

Exhibit 2.1 Aerial Map



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Blackstone Ranch, Filing 3A

PLT2018-00009

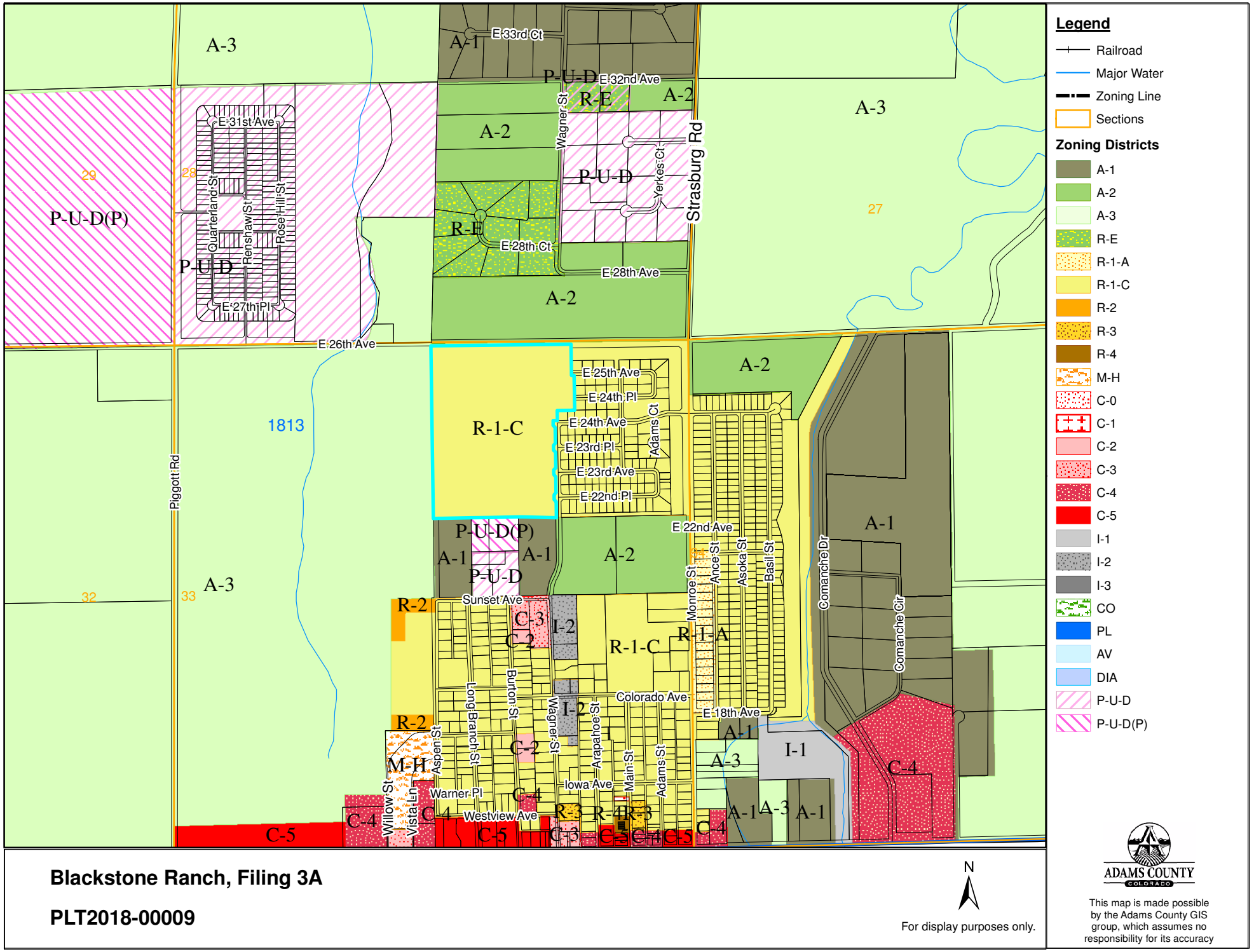
N

For display purposes only.

ADAMS COUNTY COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Exhibit 2.2 Zoning Map



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)

Blackstone Ranch, Filing 3A

PLT2018-00009

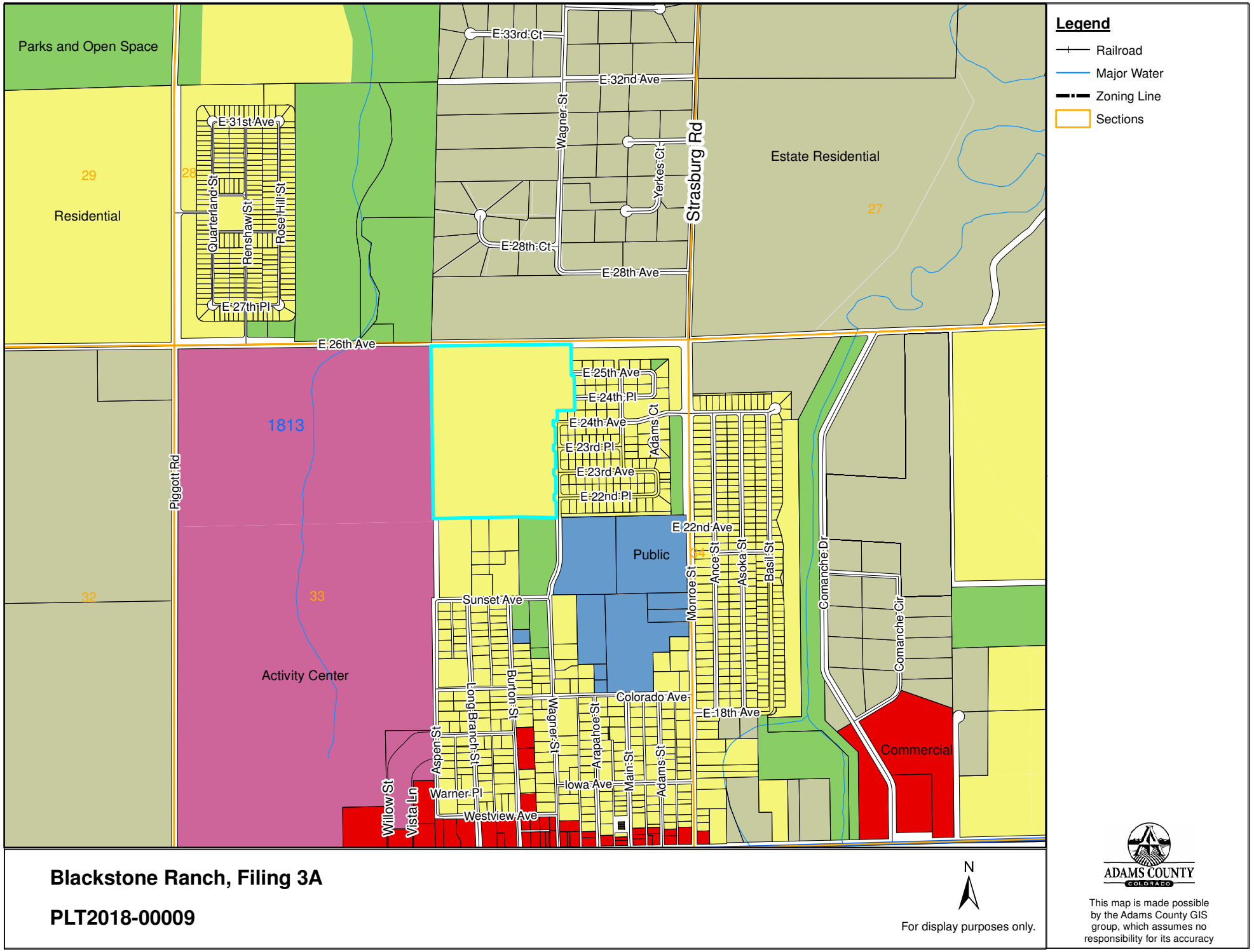
N

For display purposes only.

ADAMS COUNTY COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

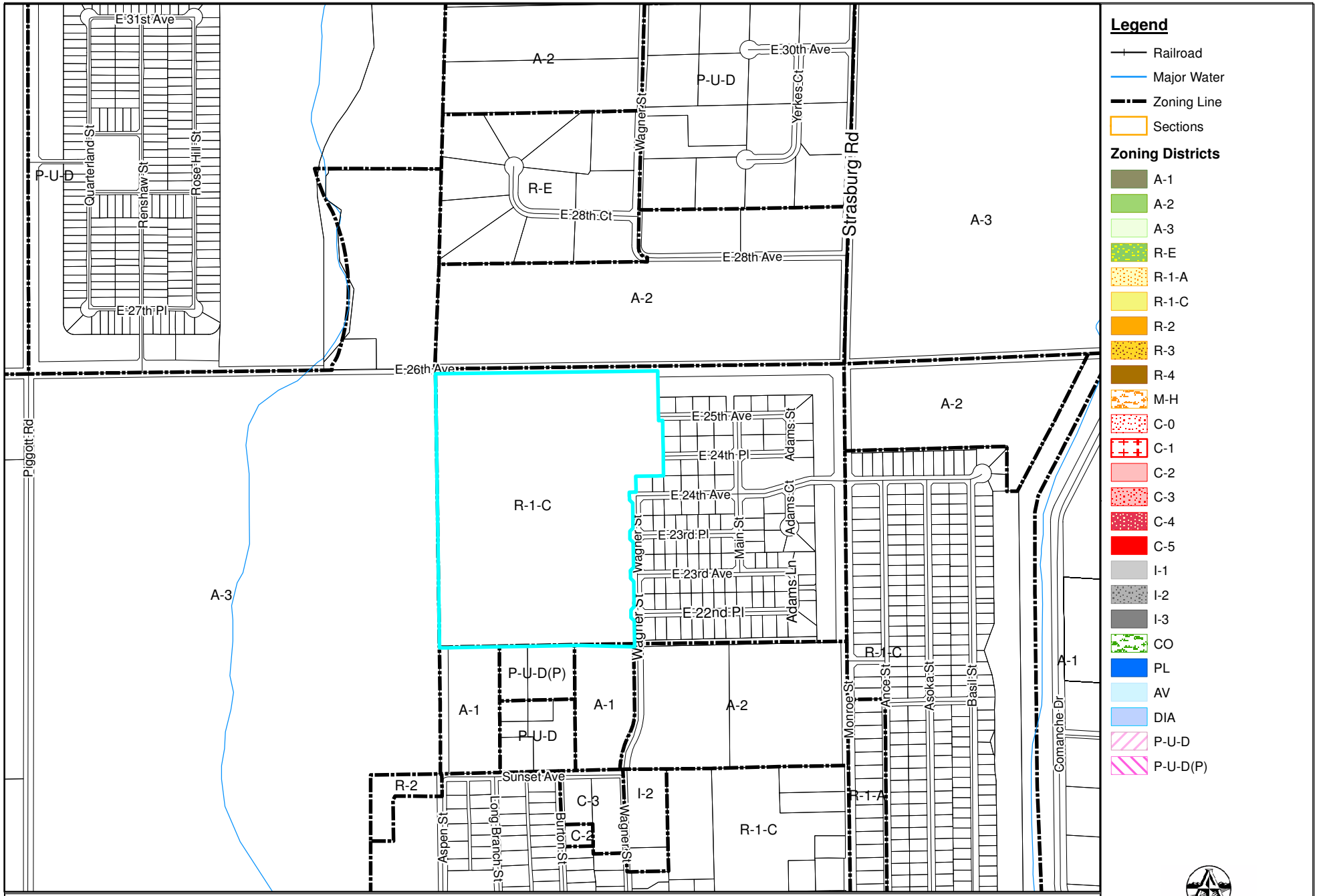
Exhibit 2.3 Future Land Use Map



Blackstone Ranch, Filing 3A

PLT2018-00009

Exhibit 2.4 Simple Map



Blackstone Ranch, Filing 3-A Final Plat

PLT2018-00009

N

For display purposes only.

ADAMS COUNTY COLORADO

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Explanation of the Request

Blackstone Ranch is a subdivision in Strasburg, located to the South of 26th Avenue and to the West of Strasburg Mile Road. A preliminary plat was approved for the entirety of Blackstone Ranch in 2004, and a final plat for Blackstone Ranch Filing No. 1 was approved in 2006. After the County determined that the preliminary plat had expired, Pauls Development East obtained approval of a preliminary plat for Blackstone Ranch Filing No. 2 in 2015, followed by final plat approvals for Blackstone Ranch Filing No. 2-A and Blackstone Ranch Filing No. 2-B in 2016. The preliminary plat for Filing No. 3 was approved by the Board of County Commissioners on November 14, 2017.

This request is for final plat approval of 88 new lots within a portion of the area subject to the preliminary plat for Filing No. 3, located generally to the West of Filing No. 1, to be known as Blackstone Ranch Filing No. 3 ("BSR 3"). The area and dimensions of the 88 lots are compliant with the requirements of the R-1-C zone district in which the Subject Property is located. BSR 3 offers a variety of lot sizes.

The layout of BSR 3 is in full compliance with the Adams County Development Standards and Regulations. The proposed Final Plat for BSR 3 meets the criteria for approval as follows:

1. *The final plat is consistent and conforms to the approved preliminary plat.*

The proposed final plat is consistent with and conforms to the preliminary plat.

2. *The final plat is in conformance with the subdivision design standards.*

The proposed final plat is in conformance with the subdivision design standards:

- The subdivision design considers the comprehensive plan, zoning, and the area's character.
- It is an appropriate and context-sensitive expansion of the existing Blackstone Ranch neighborhood within Strasburg.
- It is compatible with adjacent land uses.
- It preserves the natural terrain, drainage, and topsoil to the extent possible, consistent with the need to comply with applicable stormwater drainage requirements. There are no trees, wildlife habitat, or fisheries on the Subject Property.
- There are no hazardous conditions or water hazards on the Subject Property or that affect the Subject Property.
- Noise abatement from roadways and railroads is not necessary.
- There is no encroachment into floodplains.
- The Subject Property is not affected by high groundwater.
- Lots are appropriately designed and configured and are accessed by roads that will be dedicated to the County.
- Drainage is designed according to County standards.

- Landscaping is planned according to County standards.
- Roads conform to the County transportation plan and County engineering standards, and external connections and internal circulation are appropriate.
- Non-vehicular facilities are provided, with future connections to adjacent development as shown in the preliminary plat.
- Required open space is provided.

3. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.

A "will-serve" letter from East Adams County Metropolitan District is included with the application materials.

4. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence that the system complies with state and local laws and regulations.

A "will-serve" letter from East Adams County Metropolitan District is included with the application materials.

5. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.

There are no known hazardous conditions on the Subject Property. Prior to the issuance of building permits, Pauls will complete lot-specific geotechnical investigations.

6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.

Adequate drainage facilities are planned for BSR 3. Drainage plans have been approved by the County.

7. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

- The 88 proposed lots will create demand for 2.904 acres of park land: 1.76 acres for neighborhood parks and 1.144 acres for regional parks.

  - The applicant will provide cash-in-lieu for regional parks that serve the proposed development in the amount of $42,199.87, based on a calculated need for 1.144 acres of land for regional parks (0.013 acres / unit x 88 units).

  - The applicant will provide cash-in-lieu for school sites that serve the proposed development in the amount of $150,190.97, based on a calculated need for 4.07154 acres of land for schools (0.0462675 acres per unit x 88 units).

- The application includes a fire protection report that has been submitted to the Strasburg Fire Protection District.

- The proposed development of BSR 3 is anticipated to generate a total of 288 students (in public elementary, middle, and high schools). The Strasburg School District has capacity for the new students in Strasburg Elementary School, Hemphill Middle School, and Strasburg High School, all of which are within walking distance to the South of the proposed development.[1]

- Will-serve letters for all utility providers (including water and sewer) are included with this application.

The remaining required facilities and infrastructure are covered by the subdivision improvements agreement ("SIA").

[1] Strasburg Elementary School and Strasburg High School are located at 56729 E Colorado Ave, Strasburg, CO 80136. Hemphill Middle School is located at 2100 Wagner Street, Strasburg, CO 80136.

BLACKSTONE RANCH FILING NO. 3

CASE NO.
PLT2018-00009

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 6

OWNERSHIP AND DEDICATION CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE OWNERS OF A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33, WHENCE THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 BEARS SOUTH 89°17'10" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG SAID NORTH LINE, SOUTH 89°17'10" WEST, A DISTANCE OF 1190.71 FEET TO THE NORTHWEST CORNER OF BLACKSTONE RANCH FILING NO. 1, AS RECORDED AT RECEPTION NUMBER 20060607000583540 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID ADAMS COUNTY AND THE **POINT OF BEGINNING;**

THENCE ALONG THE WESTERLY BOUNDARY OF SAID BLACKSTONE RANCH FILING NO. 1, THE FOLLOWING THREE (3) COURSES:

1) SOUTH 00°42'50" EAST, A DISTANCE OF 351.07 FEET;

2) NORTH 89°17'10" EAST, A DISTANCE OF 26.38 FEET;

3) SOUTH 00°42'50" EAST, A DISTANCE OF 353.00 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, BLACKSTONE RANCH FILING NO. 2-A, AS RECORDED AT RECEPTION NUMBER 2016000035452 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID BLACKSTONE RANCH FILING NO. 2-A, THE FOLLOWING SIX (6) COURSES:

1) SOUTH 89°17'10" WEST, A DISTANCE OF 178.32 FEET;

2) SOUTH 00°42'50" EAST, A DISTANCE OF 101.00 FEET;

3) SOUTH 89°17'10" WEST, A DISTANCE OF 43.19 FEET;

4) SOUTH 00°42'50" EAST, A DISTANCE OF 50.00 FEET;

5) SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;

6) SOUTH 00°27'21" EAST, A DISTANCE OF 81.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°17'10" WEST, A DISTANCE OF 1046.11 FEET;

THENCE SOUTH 00°50'07" EAST, A DISTANCE OF 45.00 FEET;

THENCE SOUTH 89°17'10" WEST, A DISTANCE OF 169.41 FEET TO A LINE 40.00 FEET EAST AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 33;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00°16'13" EAST, A DISTANCE OF 801.54 FEET TO THE NORTH LINE OF ASPEN STREET AS DESCRIBED IN RECEPTION NUMBER C0987100;

THENCE ALONG SAID NORTH LINE SOUTH 89°02'41" WEST, A DISTANCE OF 40.00 FEET TO SAID WEST LINE;

THENCE ALONG SAID WEST LINE, NORTH 00°16'13" WEST, A DISTANCE OF 1802.81 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, NORTH 89°17'10" EAST, A DISTANCE OF 1423.25 FEET TO THE **POINT OF BEGINNING,**

CONTAINING AN AREA OF 31.498 ACRES, (1372044 SQUARE FEET), MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, STREETS, TRACTS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF **BLACKSTONE RANCH FILING NO. 3** AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, THE STREETS AND OTHER PUBLIC WAYS AND LANDS HEREON SHOWN, AND THE EASEMENTS AS SHOWN, FOR PUBLIC UTILITY, CABLE TV AND DETENTION POND AREAS, FLOODWAY AND FLOODPLAIN LIMITS, DRAINAGE AND OTHER PUBLIC PURPOSES AS DETERMINED BY THE COUNTY OF ADAMS.

LIENHOLDER CERTIFICATE:

THE UNDERSIGNED HEREBY CONSENTS TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASES THE SAME FROM THE ENCUMBRANCES RECORDED AT RECEPTION NUMBERS 2016000011126, 2016000011127, 2016000011128, AND 2016000011129 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

BY: INTERNATIONAL BANK

BY: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING LIENHOLDER CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____,

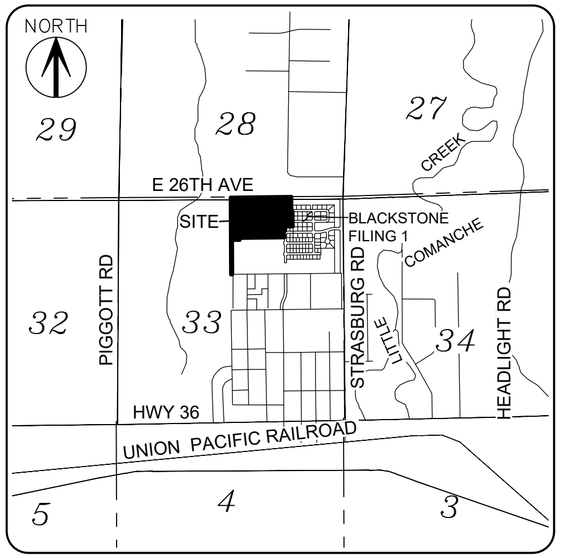
2016, BY _____ AS _____ OF INTERNATIONAL BANK.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY ADDRESS IS: _____



VICINITY MAP
1"=2500'

TRACT SUMMARY CHART

TYPE	AREA (SF)	AREA (AC)	USE	OWNED BY	MAINTAINED BY
TRACT A	4,043	0.093	D & U	H.O.A.	H.O.A.
TRACT B	8,080	0.185	D & U	H.O.A.	H.O.A.
TRACT C	8,080	0.185	D & U	H.O.A.	H.O.A.
TRACT D	4,040	0.093	D & U	H.O.A.	H.O.A.
TRACT G	4,043	0.093	D & U	H.O.A.	H.O.A.
TRACT H	8,080	0.185	D & U	H.O.A.	H.O.A.
TRACT I	179,959	4.131	D & U	H.O.A.	H.O.A.
TRACT K	2,171	0.050	D & U	H.O.A.	H.O.A.
TRACT L	2,442	0.056	D & U	H.O.A.	H.O.A.

D & U = DRAINAGE AND UTILITIES

H.O.A. = BLACKSTONE RANCH HOMEOWNERS ASSOCIATION

EXECUTED THIS _____ DAY OF _____ A.D., 20__,

BY: PAULSCORP, LLC, A DELAWARE LIMITED LIABILITY COMPANY

_____ AS _____
NAME TITLE

ACKNOWLEDGEMENT

STATE OF COLORADO)
)SS
COUNTY OF _____)

THE FOREGOING OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 20____, BY _____ AS AUTHORIZED SIGNATORY FOR PAULSCORP, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY ADDRESS IS: _____

NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 33 BY A 2" IRON PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED "ALPHA ENG. CO LS 12330 1986" IN MONUMENT BOX, AND AT THE NORTH QUARTER CORNER OF SAID SECTION 33 BY A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED "CR MOORE LAND SURVEYING PLS 10945". SAID LINE IS ASSUMED TO BEAR SOUTH 89°17'10" WEST.
2. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS.
3. ANY PERSON WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY PUBLIC LAND SURVEY MONUMENT, AS DEFINED BY SECTION 38-53-103 (18), C.R.S., OR CONTROL CORNER, AS DEFINED IN SECTION 38-53-103 (6), C.R.S., OR A RESTORATION OF ANY SUCH MONUMENT OR WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY BEARING TREE KNOWING SUCH IS A BEARING TREE OR OTHER ACCESSORY, AS DEFINED BY SECTION 38-53-103 (1), C.R.S., EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT OR ACCESSORY IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT OR ACCESSORY REMOVED AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S.
4. AZTEC CONSULTANTS, INC. HAS RELIED UPON THE PROPERTY INFORMATION (XXXXXXXXXXXXXXXXXXXXXXXXXXX) FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHTS-OF-WAY ACROSS THESE PREMISES. THIS SURVEY AND PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR APPLICABLE EASEMENTS AND RIGHTS-OF-WAY.
5. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
6. BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 08001C0739H WITH AN EFFECTIVE DATE OF MARCH 5, 2007 AND MAP NO. 08001C1002H WITH AN EFFECTIVE DATE OF MARCH 5, 2007 THE SUBJECT PROPERTY LIES WITHIN ZONE X, BEING DEFINED AS "OTHER AREAS ... DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD".
7. ALL LOTS ARE SUBJECT TO THE FOLLOWING UTILITY EASEMENTS: TEN (10) FEET ALONG REAR LOT LINES; FIVE (5) FEET ALONG SIDE LOT LINES; TEN (10) FEET WIDE ALONG FRONT LOT AND TRACT LINES ADJACENT TO PUBLIC STREETS; OTHER UTILITY EASEMENTS ARE AS SHOWN HEREON.
8. SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING CONSTRUCTION.
9. ALL INTERNAL ROADS AND DRAINAGE FACILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH STREET CONSTRUCTION PLANS, PAVEMENT DESIGN, GRADING & EROSION CONTROL PLAN, AND A FINAL DRAINAGE PLAN SUBMITTED TO AND APPROVED BY ADAMS COUNTY.
10. NOTICE IS GIVEN THAT THIS SUBDIVISION WILL BE SUBJECT TO RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. ADAMS COUNTY IS NOT RESPONSIBLE FOR ENFORCEMENT OF THESE RECORDED COVENANTS, CONDITIONS, AND RESTRICTIONS THAT MAY BE FILED AGAINST THIS SUBDIVISION PLAT.
11. THIS PLAN HAS BEEN APPROVED BY ADAMS COUNTY AND CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. 24-68-101, ET SEQ., AS AMENDED, AND THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS.
12. THE APPROVED STORMWATER OPERATIONS AND MAINTENANCE MANUAL IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER _____

SURVEYOR'S CERTIFICATE

I, SHAUN D. LEE, A DULY LICENSED PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN.

FOR REVIEW

SHAUN D. LEE
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S. 38158
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO. 80122
(303) 713-1898

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

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, A.D., 20__,

_____
CHAIR

CLERK AND RECORDER'S CERTIFICATE

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, AT _____M. ON THE _____ DAY OF _____A.D., 20__,

_____ RECEPTION NO. _____,
COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

RECEPTION NO. _____

AzTec Consultants, Inc.
300 E. Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 48117-40

DATE OF PREPARATION:	2017-11-22
SCALE:	N/A
SHEET 1 OF 6	

NO.	REVISION	DATE	BY	CHK
3				
2				
1				

BLACKSTONE RANCH FILING NO. 3

CASE NO.
PLT2018-00009

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

POINT OF COMMENCEMENT
NORTHEAST CORNER SECTION 33, T3S, R62W
RECOVERED 2" ID PIPE WITH 3-1/4" ALUMINUM
CAP STAMPED "ALPHA ENG. CO LS 12330 1986"
IN MONUMENT BOX

NORTH QUARTER CORNER
SECTION 33, T3S, R62W
RECOVERED NO. 6 REBAR
WITH 2-1/2" ALUMINUM
CAP STAMPED "CR MOORE LAND
SURVEYING PLS 10945"

POINT OF BEGINNING

(BASIS OF BEARINGS) S89°17'10"W 2613.96'
S89°17'10"W 1190.71' NORTH LINE OF NE 1/4 SECTION 33, T3S, R62W

E. 26TH AVENUE (60' WIDE RIGHT-OF-WAY)
N89°17'10"E 1423.25'
N89°17'10"E 700.00'
N89°17'10"E 723.25'
(70' WIDE RIGHT-OF-WAY DEDICATED BY THIS PLAT)
30' 40'

E. 26TH AVENUE (70' WIDE RIGHT-OF-WAY) REC. NO. 2006060700058354O

TRACT I

S00°42'50"E 351.07'

TRACT A BLACKSTONE RANCH FILING NO. 1 REC. NO. 2006060700058354O

BLOCK 5 BLACKSTONE RANCH FILING NO. 1 REC. NO. 2006060700058354O

L1

E. 25TH AVENUE (50' WIDE RIGHT-OF-WAY) REC. NO. 2006060700058354O

E. 25TH AVENUE

S00°42'50"E 353.00'

BLOCK 4 BLACKSTONE RANCH FILING NO. 1 REC. NO. 2006060700058354O

MAIN STREET (50' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. 2006060700058354O

E. 24TH PLACE (50' WIDE RIGHT-OF-WAY) REC. NO. 2006060700058354O

E. 24TH PLACE

BLOCK 3 BLACKSTONE RANCH FILING NO. 1 REC. NO. 2006060700058354O

BLOCK 1 BLACKSTONE RANCH FILING NO. 2-A REC. NO. 2016000035452

L2 L3 L4 L5 L6 L7

E. 24TH AVENUE (50' PUBLIC WIDE RIGHT-OF-WAY) REC. NO. 2016000035452

E. 24TH AVENUE (50' WIDE RIGHT-OF-WAY) REC. NO. 2006060700058354O

BLOCK 2 BLACKSTONE RANCH FILING NO. 2-A REC. NO. 2016000035452

E. 23RD PLACE (50' PUBLIC WIDE RIGHT-OF-WAY) REC. NO. 2016000035452

WAGNER STREET (50' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. 2016000035452

BLOCK 3 BLACKSTONE RANCH FILING NO. 2-A REC. NO. 2016000035452

MAIN STREET (50' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. 2016000035452

E. 23RD AVENUE (50' PUBLIC WIDE RIGHT-OF-WAY) REC. NO. 2016000035452

BLOCK 5 BLACKSTONE RANCH FILING NO. 2-A REC. NO. 2016000035452

E. 22ND PLACE (50' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. 2016000045767

WAGNER STREET (50' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. 2016000045767

BLOCK 1 BLACKSTONE RANCH FILING NO. 2-B REC. NO. 2016000045767

TRACT A

STRASBURG ROAD (110' WIDE RIGHT-OF-WAY) REC. NO. 2006060700083540

EAST LINE OF NE 1/4 SECTION 33, T3S, R62W

E. 25TH AVENUE
N89°17'10"E 1423.25'
(70' WIDE RIGHT-OF-WAY DEDICATED BY THIS PLAT)

TRACT K (40' WIDE RIGHT-OF-WAY DEDICATED BY THIS PLAT)

ASPEN STREET

TRACT A | TRACT B | TRACT C | TRACT D | TRACT G | TRACT H

TROUT ROAD

E. 24TH AVENUE

TRACT L (40' WIDE RIGHT-OF-WAY DEDICATED BY THIS PLAT)

WEST LINE OF NE 1/4 SECTION 33, T3S, R62W
S00°16'13"E 2594.87'

N00°16'13"W 1802.81'
N00°16'12"W 802.21'
S00°16'13"E 801.54'

S89°17'10"W 1046.11'

S89°17'10"W 169.41'

L8

L9

NE 1/4 SEC. 33, T.3S., R.62W., SIXTH P.M.

UNPLATTED

UNPLATTED

0' 75' 150' 300'
SCALE: 1" = 150'

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

ASPEN STREET (60' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. C0987100

N00°16'13"W 792.06' (TIE)

CENTER QUARTER CORNER
SECTION 33, T3S, R62W
RECOVERED NO. 5 REBAR
WITH 2" ALUMINUM CAP STAMPED
"FUTURA ENG LS 13487 1997"

LOT 1 ENGLEBRECHT SUBDIVISION FILING NO. 1 REC. NO. C0987100

LOT 5 ENGLEBRECHT SUBDIVISION FILING NO. 1 REC. NO. C0987100

LOT 6 ENGLEBRECHT SUBDIVISION FILING NO. 1 REC. NO. C0987100

LOT 9 ENGLEBRECHT SUBDIVISION FILING NO. 1 REC. NO. C0987100

WAGNER STREET (60' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. C0987100

LOT 10 ENGLEBRECHT SUBDIVISION FILING NO. 1 REC. NO. C0987100

LOT 11 ENGLEBRECHT SUBDIVISION FILING NO. 1 REC. NO. C0987100

LAND SUMMARY CHART

TYPE	AREA (SF)	AREA (AC)
LOTS (88)	765,661	17.577
ROW (PUBLIC)	352,269	8.087
TRACTS (9)	220,918	5.071
TOTALS	1,338,848	30.735

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°17'10"E	26.38'
L2	S89°17'10"W	178.32'
L3	S00°42'50"E	101.00'
L4	S89°17'10"W	43.19'
L5	S00°42'50"E	50.00'
L6	S45°35'06"E	28.22'
L7	S00°27'21"E	81.00'
L8	S00°50'07"E	45.00'
L9	S89°02'41"W	40.00'

LEGEND

- FOUND SECTION CORNER
- 1 SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- 1 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- 2 FOUND NO. 5 REBAR NO CAP – BENT SOUTH
- 3 FOUND NO. 5 REBAR NO CAP – BENT WEST
- 4 FOUND 1" BRASS TAG & NAIL IN SIDEWALK STAMPED "AZTEC LS 38449"
- 5 FOUND MAG NAIL IN ASPHALT – NO TAG
- U.E. UTILITY EASEMENT

LOT ADDRESS TABLE

Block 1	
Lot 1	2455
Lot 2	2475
Lot 3	2495
Lot 4	56115
Lot 5	56135
Lot 6	56155
Lot 7	56185
Lot 8	56205
Lot 9	56255
Lot 10	56295
Lot 11	56305
Lot 12	56345
Lot 13	56375
Lot 14	56415
Lot 15	56435
Lot 16	56465
Lot 17	56495
Lot 18	56525

Block 2	
Lot 1	56130
Lot 2	56180
Lot 3	56200
Lot 4	56260
Lot 5	56290
Lot 6	56300
Lot 7	56340
Lot 8	56370
Lot 9	56410
Lot 10	56430
Lot 11	56460
Lot 12	56480
Lot 13	56510
Lot 14	56530
Lot 15	56533
Lot 16	56513
Lot 17	56483
Lot 18	56463
Lot 19	56433
Lot 20	56413
Lot 21	56373
Lot 22	56343
Lot 23	56303
Lot 24	56293
Lot 25	56263
Lot 26	56203
Lot 27	56183
Lot 28	56133

Block 3	
Lot 1	56138
Lot 2	56188
Lot 3	56208
Lot 4	56268
Lot 5	56298
Lot 6	56308
Lot 7	56348
Lot 8	56378
Lot 9	56418
Lot 10	56438
Lot 11	56468
Lot 12	56488
Lot 13	56518
Lot 14	56538
Lot 15	56481
Lot 16	56461
Lot 17	56431
Lot 18	56411
Lot 19	56371
Lot 20	56341
Lot 21	56301
Lot 22	56291
Lot 23	56261
Lot 24	56201
Lot 25	56181
Lot 26	56131

Block 4	
Lot 1	56134
Lot 2	56184
Lot 3	56204
Lot 4	56274
Lot 5	56294
Lot 6	56314
Lot 7	56354
Lot 8	56394
Lot 9	56424
Lot 10	56444
Lot 11	56474

Block 7	
Lot 1	2425
Lot 2	2415
Lot 3	2405
Lot 4	2395
Lot 5	2375

AzTec Consultants, Inc.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 48117-40

DATE OF PREPARATION:	2017-11-22
SCALE:	1"=150'
SHEET 2 OF 6	

BLACKSTONE RANCH FILING NO. 3

CASE NO.
PLT2018-00009

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 6

KEY MAP

LEGEND

- FOUND SECTION CORNER
- 1 SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- 1 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- 2 FOUND NO. 5 REBAR NO CAP – BENT SOUTH
- 3 FOUND NO. 5 REBAR NO CAP – BENT WEST
- 4 FOUND 1" BRASS TAG & NAIL IN SIDEWALK STAMPED "AZTEC LS 38449"
- 5 FOUND MAG NAIL IN ASPHALT – NO TAG
- U.E. UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L10	N45°29'18"W	28.18'
L11	S45°29'18"E	31.63'
L12	S44°13'31"W	28.25'
L13	N57°27'27"W	25.00'
L14	S39°08'47"E	11.49'
L15	S44°13'31"W	28.25'
L16	S45°46'29"E	28.31'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°26'38"	43.00'	67.88'
C2	90°07'16"	43.00'	67.64'
C3	6°35'06"	68.00'	7.82'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
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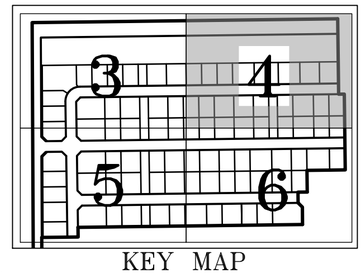
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 48117-40

DATE OF PREPARATION:	2017-11-22
SCALE:	1"=50'
SHEET 3 OF 6	

BLACKSTONE RANCH FILING NO. 3

CASE NO.
PLT2018-00009

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 4 OF 6



KEY MAP

E. 26TH AVENUE

N89°17'10"E 1423.25'

N89°17'10"E 723.25'

30'
70'
40'

(70' WIDE PUBLIC ROW DEDICATED BY THIS PLAT)

70.00'

2006060700058354

N89°17'10"E 1383.79'

15' U.E.

SEE SHEET 3 OF 6

TRACT I
179,959 SF
4.131 AC

NE 1/4 SEC. 33, T.3S., R.62W., SIXTH P.M.

130.00'

S00°42'50"E 351.07'

S89°17'10"W 1384.80'

72.00'	72.00'	72.00'	101.00'	72.00'	40.00'	101.00'	91.00'	88.07'									
11 7,277 SF 0.167 AC	12 7,277 SF 0.167 AC	13 7,277 SF 0.167 AC	14 10,208 SF 0.234 AC	15 7,277 SF 0.167 AC	TRACT G 4,043 SF 0.093 AC	16 10,208 SF 0.234 AC	17 9,197 SF 0.211 AC	18 8,890 SF 0.204 AC									
5' U.E. (TYPICAL)			10' U.E.	5' U.E. (TYPICAL)			10' U.E.	5' U.E. (TYPICAL)									
72.00'	72.00'	72.00'	101.00'	72.00'	40.00'	101.00'	91.00'	87.86'									

-101.07'-

1

BLOCK 5 BLACKSTONE RANCH FILING NO. 1 REC. NO. 2006060700058354

N89°17'10"E 26.38'

E. 25TH AVENUE
(50' WIDE RIGHT-OF-WAY)
REC. NO. 2006060700058354

E. 25TH AVENUE
S89°17'10"W 1204.93' (50' WIDE PUBLIC ROW)

72.00'	72.00'	91.00'	91.00'	72.00'	40.00'	72.00'	96.00'	72.00'	72.06								
6 7,272 SF 0.167 AC	7 7,272 SF 0.167 AC	8 9,191 SF 0.211 AC	9 9,191 SF 0.211 AC	10 7,272 SF 0.167 AC	TRACT H 8,080 SF 0.185 AC	11 7,272 SF 0.167 AC	12 9,696 SF 0.223 AC	13 7,272 SF 0.167 AC	14 7,297 SF 0.168 AC								
		10' U.E.	5' U.E. (TYPICAL)				10' U.E.										
S89°17'10"W	S89°17'10"W	S89°17'10"W	S89°17'10"W	S89°17'10"W	202.00'	S89°17'10"W	S89°17'10"W	S89°17'10"W	S89°17'10"W								
72.00'	72.00'	91.00'	91.00'	72.00'		72.00'	96.00'	72.00'	72.14'								
23 7,272 SF 0.167 AC	22 7,272 SF 0.167 AC	21 9,191 SF 0.211 AC	20 9,191 SF 0.211 AC	19 7,272 SF 0.167 AC		18 7,272 SF 0.167 AC	17 9,696 SF 0.223 AC	16 7,272 SF 0.167 AC	15 7,275 SF 0.167 AC								
10' U.E.				5' U.E. (TYPICAL)				5' U.E. (TYPICAL)	10' U.E.								
5' U.E. (TYPICAL)																	
72.00'	72.00'	91.00'	91.00'	72.00'	40.00'	72.00'	96.00'	72.00'	71.92'								

S00°42'50"E 353.00'

5

BLOCK 4 BLACKSTONE RANCH FILING NO. 1 REC. NO. 2006060700058354

4

E. 24TH PLACE
(50' WIDE RIGHT-OF-WAY)
REC. NO. 2006060700058354

E. 24TH PLACE
S89°17'10"W 1273.87' (50' WIDE PUBLIC ROW)

72.00' | 91.00' | 72.00' | 72.00' | 101.00' | 91.00' | 72.50' | 105.50' | 72.82'

LEGEND

- FOUND SECTION CORNER
- 1 SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- 1 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- 2 FOUND NO. 5 REBAR NO CAP – BENT SOUTH
- 3 FOUND NO. 5 REBAR NO CAP – BENT WEST
- 4 FOUND 1" BRASS TAG & NAIL IN SIDEWALK STAMPED "AZTEC LS 38449"
- 5 FOUND MAG NAIL IN ASPHALT – NO TAG
- U.E. UTILITY EASEMENT

0' 25' 50' 100'
SCALE: 1" = 50'

FOR REVIEW

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

SEE SHEET 6 OF 6

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 48117-40

DATE OF PREPARATION:	2017-11-22
SCALE:	1"=50'
SHEET 4 OF 6	

BLACKSTONE RANCH FILING NO. 3

CASE NO.
PLT2018-00009

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 5 OF 6

SEE SHEET 3 OF 6

LEGEND

- FOUND SECTION CORNER
- 1 SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- 1 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- 2 FOUND NO. 5 REBAR NO CAP – BENT SOUTH
- 3 FOUND NO. 5 REBAR NO CAP – BENT WEST
- 4 FOUND 1" BRASS TAG & NAIL IN SIDEWALK STAMPED "AZTEC LS 38449"
- 5 FOUND MAG NAIL IN ASPHALT – NO TAG

U.E. UTILITY EASEMENT

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°26'38"	43.00'	67.88'

LINE TABLE		
LINE	BEARING	LENGTH
L10	N45°29'18"W	28.18'
L11	S45°29'18"E	31.63'
L12	S44°13'31"W	28.25'
L16	S45°46'29"E	28.31'
L17	N44°30'42"E	28.38'
L18	N44°30'42"E	31.96'
L19	S45°46'29"E	28.31'
L20	S44°13'31"W	28.25'
L21	S45°46'29"E	28.31'
L22	S44°13'31"W	28.25'

UNPLATTED

NE 1/4 SEC. 33,
T.3S., R.62W.,
SIXTH P.M.

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 48117-40

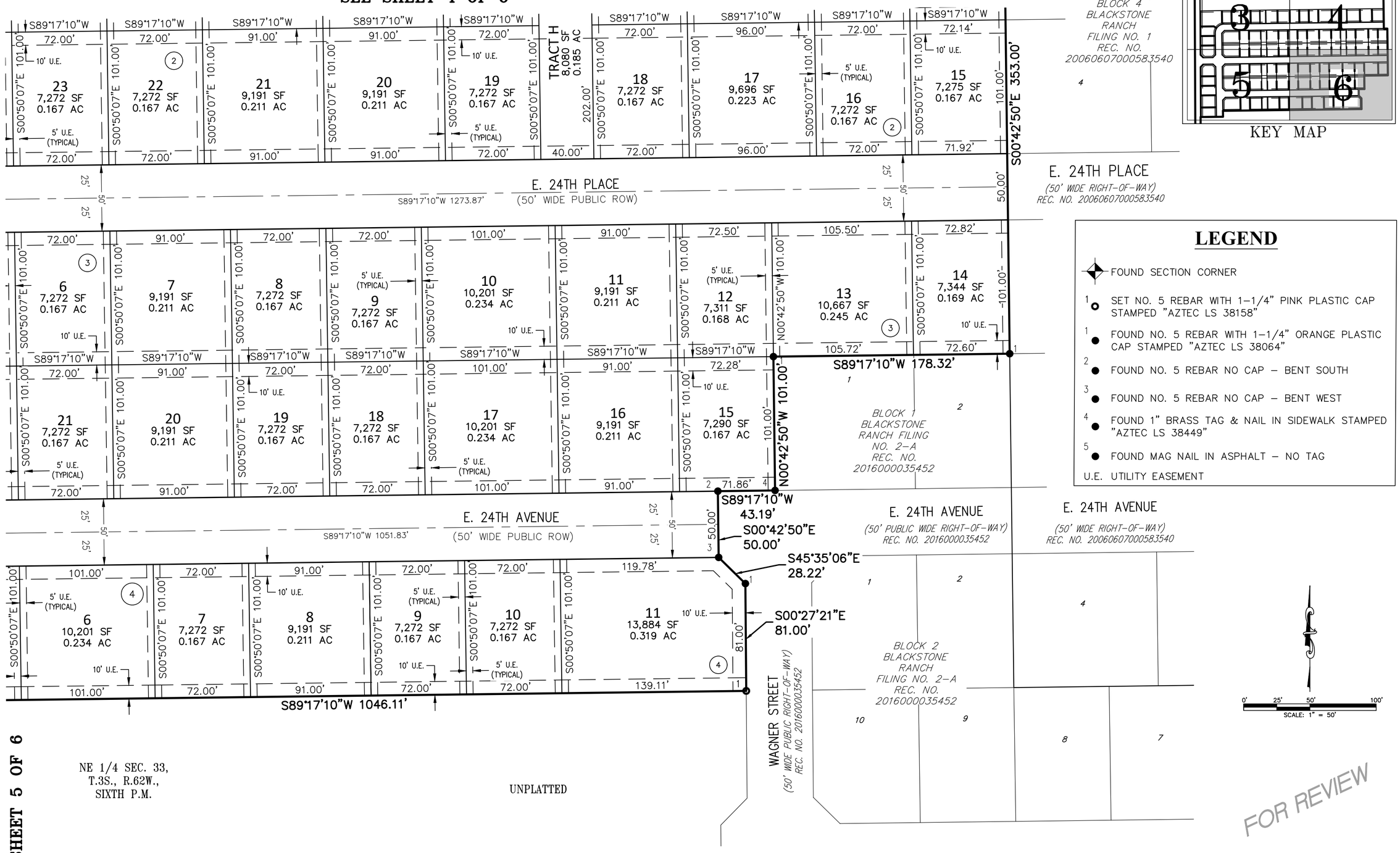
DATE OF PREPARATION:	2017-11-22
SCALE:	1"=50'
SHEET 5 OF 6	

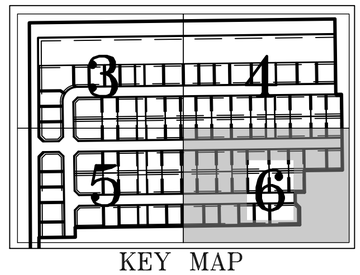
BLACKSTONE RANCH FILING NO. 3

CASE NO.
PLT2018-00009

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 6 OF 6

SEE SHEET 4 OF 6





KEY MAP

LEGEND

- FOUND SECTION CORNER
- 1 SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- 1 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
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- 4 FOUND 1" BRASS TAG & NAIL IN SIDEWALK STAMPED "AZTEC LS 38449"
- 5 FOUND MAG NAIL IN ASPHALT – NO TAG

U.E. UTILITY EASEMENT

SEE SHEET 5 OF 6

NE 1/4 SEC. 33,
T.3S., R.62W.,
SIXTH P.M.

UNPLATTED

0' 25' 50' 100'
SCALE: 1" = 50'

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 48117-40

DATE OF PREPARATION:	2017-11-22
SCALE:	1"=50'
SHEET 6 OF 6	

Subdivision Improvements Agreement
Pauls Development East LLC
Blackstone Ranch Filing No. 3A
Case No. SIA2018-00007

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and PaulsCorp, LLC, a Colorado limited liability company whose address is 270 St. Paul Street, Ste. 300, Denver, Colorado 80206, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners ("BoCC"), County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services**. Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on **Exhibit "B"** attached hereto, and by this reference made a part hereof. Developer shall obtain the approval of the Adams County Transportation Department and Development Engineering Services for all construction plans and engineering reports prepared by the Developer in connection with the design and construction of the improvements described and detailed on **Exhibit "B"**.

3. **Drawings and Estimates**. Developer shall furnish drawings and cost estimates for all improvements described and detailed on **Exhibit "B"** for approval by the County. The Developer shall furnish one set of "as built" drawings and a final statement of construction costs to the County.

4. **Construction**. Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on **Exhibit "B"**.

5. **Time for Completion**. Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in **Exhibit "B"**. The County may for good cause, grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only.

6. **Guarantee of Compliance**. Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of one million nine hundred twenty-eight thousand eight hundred twenty-six dollars (**$1,928,826)**, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the County, the collateral shall be released. Completion of said improvements will be determined solely by the County, and a reasonable part of said collateral, up to twenty percent (20%), may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

   No building permits will be issued until said collateral is furnished in the amount required and in a form acceptable to the BoCC, and until the final plat has been approved and the improvements described in **Exhibit "B"** have been preliminarily accepted by the County.

7. **Acceptance and Maintenance of Public Improvements**. All improvements designated "public" on **Exhibit "B"** shall be public facilities and become the property of the County or other public agencies upon acceptance of the improvements. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, become necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.

8. **Successors and Assigns**. This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in **Exhibit "A"** attached hereto.

9. **Improvements and Dedication**. The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements**. Designate separately each public and private improvement.

Public Improvements: (see **Exhibit "B"**)

See **Exhibit "B"** for description, estimated quantities, and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and preliminarily accepted in accordance with section 5-02-05-01 of the County's Development Standards and Regulations prior to the construction completion date indicated in **Exhibit "B"**.

B. **Public dedication of land for right-of-way purposes or other public purpose**. Upon approval of this agreement by the BoCC, the Developer hereby agrees to convey by subdivision plat to the County of Adams the following described land for right-of-way or other public purposes:

The rights-of-way shown on the Final Plat of Blackstone Ranch Filing No. 3, known as East 25th Avenue, East 24th Place, East 24th Avenue, West Road, and part of Aspen Street, more particularly described and depicted thereon.

PAULSCORP, LLC,
A Colorado limited liability company

By: _____
Authorized Signatory

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as authorized signatory for PaulsCorp, LLC, a Colorado limited liability company.

My commission expires:_____

Address: _____ _____

_____ Notary Public

APPROVED BY resolution at the meeting of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:

_____ _____

Clerk of the Board Chair

EXHIBIT A

LEGAL DESCRIPTION
BLACKSTONE RANCH FILING NO. 3

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SAID SECTION 33 WHENCE THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 BEARS SOUTH 89°17'10" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG SAID NORTH LINE, SOUTH 89°17'10" WEST, A DISTANCE OF 1190.71 FEET TO THE NORTHWEST CORNER OF BLACKSTONE RANCH FILING NO. 1, AS RECORDED AT RECEPTION NUMBER 20060607000583540 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID ADAMS COUNTY AND THE **POINT OF BEGINNING.**

THENCE ALONG THE WESTERLY BOUNDARY OF SAID BLACKSTONE RANCH FILING NO. 1, THE FOLLWOIGN THREE (3) COURSES:

1. SOUTH 00°42'50" EAST, A DISTANCE OF 351.07 FEET;
2. NORTH 89°17'10" EAST, A DISTANCE OF 26.38 FEET;
3. SOUTH 00°42'50" EAST, A DISTANCE OF 353.00 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, BLACKSTONE RANCH FILING NO. 2-A, AS RECORDED AT RECEPTION NUMBER 2016000035452, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID BLACKSTONE RANCH FILING NO. 2-A THE FOLLOWING SIX (6) COURSES:

1. SOUTH 89°17'10" WEST, A DISTANCE OF 178.32 FEET;
2. SOUTH 00°42'50" EAST, A DISTANCE OF 101.00 FEET;
3. SOUTH 89°17'10" WEST, A DISTANCE OF 43.19 FEET;
4. SOUTH 00°42'50" EAST, A DISTANCE OF 50.00 FEET;
5. SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;
6. SOUTH 00°27'21" EAST, A DISTANCE OF 81.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°17'10" WEST, A DISTANCE OF 1046.11 FEET;

THENCE SOUTH 00°50'07" EAST, A DISTANCE OF 45.00 FEET;

THENCE SOUTH 89°17'10" WEST, A DISTANCE OF 169.41 FEET TO A LINE 40.00 FEET EAST AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 33;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00°16'13" EAST, A DISTANCE OF 801.54 FEET TO THE NORTH LINE OF ASPEN STREET AS DESCRIBED IN RECEPTION NUMBER c0987100;

THENCE ALONG SIAD NORHT LINE SOUTH 89°02'41" WEST, A DISTANCE OF 40.00 FEET TO SAID WEST LINE;

THENCE ALONG SIAD WEST LINE, NORTH 00°16'13" WEST, A DISTANCE OF 1802.81 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, NORTH 89°17'10" EAST, A DISTANCE OF 1423.25 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 31.498 ACRES, (1,372,044 SQUARE FEET), MORE OR LESS.

DEREK S. BROWN, PLS 38064
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO. 80122
303-713-1898

EXHIBIT B
Engineer's Opinion of Estimated Costs

Kimley-Horn			Opinion of Probable Construction Cost
Client:	**Paulscorp LLC**	**Date:**	**12/8/2017**
Project:	**Blackstone Ranch, Filing No. 3**	**Prepared By:**	**MBW**
KHA No.:	**096195012**	**Checked By:**	**EJG**

Title: Blackstone Ranch Filing 3 (87 Lots) - County Surety Estimate (SIA) **Sheet:** 1 of 3

Kimley-Horn & Associates, Inc. prepared the OPCC from construction drawings dated 06/09/2015 for this site; therefore, the final quantities are subject to change. Additionally, the final land plan could change significantly through the development process. This OPC is not intended for basing financial decisions, or securing funding. Review all notes and assumptions. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
	Infrastructure West Road				
1	Roadway Earthwork 1' Scarify	1,053	CY	$2.55	$2,684
2	5" Asphalt Section w/ 6" Agg. Base 32' wide	20,080	SF	$4.20	$84,336
3	Curb & Gutter & Sidewalk (7.5' Total)	1,112	LF	$35.50	$39,476
4	ADA Ramps	4	EA	$1,650.00	$6,600
5	18" Storm Sewer	99	LF	$48.00	$4,752
6	Storm Inlets/Manholes	3	EA	$4,400.00	$13,200
					$151,048
	Infrastructure Aspen Street				
1	Roadway Earthwork 1' Scarify	536	CY	$2.55	$1,367
2	5" Asphalt Section 24' wide	14,472	SF	$4.20	$60,782
					$62,149
	Infrastructure East 26th Avenue				
1	Roadway Earthwork 1' Scarify	1,687	CY	$2.55	$4,301
2	5" Asphalt Section w/ 6" Agg. Base 32' wide	45,536	SF	$4.20	$191,251
					$195,552
	Infrastructure East 25th Avenue				
1	Roadway Earthwork 1' Scarify	2,071	CY	$3.20	$6,626
2	5" Asphalt Section w/ 6" Agg. Base 32' wide	38,016	SF	$4.20	$159,667
3	Curb & Gutter & Sidewalk (7.5' Total)	2,386	LF	$34.00	$81,124
4	ADA Ramps	2	EA	$1,650.00	$3,300
5	24" Storm Sewer	37	LF	$75.00	$2,775
6	36" Storm Sewer	37	LF	$90.00	$3,330
7	Storm Inlets/Manholes	4	EA	$4,400.00	$17,600
					$274,423
	Infrastructure East 24th Place				
1	Roadway Earthwork 1' Scarify	2,407	CY	$2.55	$6,137
2	5" Asphalt Section w/ 6" Agg. Base 32' wide	44,768	SF	$4.20	$188,026
3	Curb & Gutter & Sidewalk (7.5' Total)	2,695	LF	$35.50	$95,673
4	ADA Ramps	2	EA	$1,650.00	$3,300
5	18" Storm Sewer	387	LF	$48.00	$18,576
6	36" Sttorm Sewer	32	LF	$90.00	$2,880
7	Storm Inlets/Manholes	6	EA	$4,400.00	$26,400
					$340,991

Kimley-Horn		Opinion of Probable Construction Cost			
Client:	**Paulscorp LLC**	**Date:**			**12/8/2017**
Project:	**Blackstone Ranch, Filing No. 3**	**Prepared By:**			**MBW**
KHA No.:	**096195012**	**Checked By:**			**EJG**
Title:	**Blackstone Ranch Filing 3 (87 Lots) - County Surety Estimate (SIA)**	**Sheet:**	**2 of 3**		

Kimley-Horn & Associates, Inc. prepared the OPCC from construction drawings dated 06/09/2015 for this site; therefore, the final quantities are subject to change. Additionally, the final land plan could change significantly through the development process. This OPC is not intended for basing financial decisions, or securing funding. Review all notes and assumptions. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
	Infrastructure East 24th Avenue				
1	Roadway Earthwork 1' Scarify	1,851	CY	$2.55	$4,719
2	5" Asphalt Section w/ 6" Agg. Base 32' wide	34,304	SF	$4.20	$144,077
3	Curb & Gutter & Sidewalk (7.5' Total)	2,088	LF	$35.50	$74,124
4	8' Cross Pans	1	EA	$3,525.00	$3,525
5	ADA Ramps	4	EA	$1,650.00	$6,600
6	18" Storm Sewer	387	LF	$48.00	$18,576
7	24" Storm Sewer	37	LF	$75.00	$2,775
8	Storm Inlets/Manholes	6	EA	$4,400.00	$26,400
					$280,796
	Storm Sewer Main A				
1	24" Storm Sewer	323	LF	$75.00	$24,225
2	36" Storm Sewer	209	LF	$90.00	$18,810
3	42" Storm Sewer	159	LF	$120.00	$19,080
4	42" Outfall Structure (Flared End Section)	1	EA	$1,900.00	$1,900
5	Rip Rap (2' Depth)	4	CY	$90.00	$367
					$64,382
	Storm Sewer Main B				
1	18" Storm Sewer	209	LF	$48.00	$10,032
2	24" Storm Sewer	125	LF	$75.00	$9,375
3	24" Outfall Structure (Flared End Section)	1	EA	$1,100.00	$1,100
4	Rip Rap (2' Depth)	4	CY	$90.00	$367
					$20,874
	Storm Sewer Main C				
1	42" Storm Sewer	906	LF	$120.00	$108,720
2	Storm Inlets/Manholes	4	EA	$4,400.00	$17,600
3	42" Outfall Structure (Flared End Section)	1	EA	$1,900.00	$1,900
4	Rip Rap (2' Depth)	4	CY	$90.00	$367
					$128,587
	Pond				
1	Rip Rap (2' Depth)	133	CY	$90.00	$12,013
					$12,013
	Subtotal				*$1,530,814*
	Additional Performance Bond Requirements				
1	20% Administration Fee	1	EA	20%	$306,163
2	5% Inflation Per Year of Construction	1	YR	5%	$91,849
					$398,012
	Basis for Cost Projection:	**Total:**			**$1,928,826**

- ☐ No Design Completed
- ☐ Preliminary Design
- ☑ Final Design

Construction Completion Date: July 31, 2019

Initials or signature of Developer:_____

_____

Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 5/9/2018

Project Number: PLT2018-00009

Project Name: Blackstone Ranch, Filing 3A Final Plat

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the major subdivision final plat. The Development Review Team requests a resubmittal addressing the comments provided. Your review comments may change if you provide different information during the resubmittal process. Please contact the case manager if you have any questions:

Commenting Division: ROW Review

Name of Reviewer: Marissa Hillje

Date: 05/07/2018

Email: mhillje@adcogov.org

Resubmittal Required

ROW1: Add case number to top of each sheet – PLT2018-00009

ROW2: Add the following language note # 12, "The approved stormwater operations and maintenance manual is on file with the Adams County clerk and recorder's office at Reception #_____"

ROW3: Add a table to explain the purpose of each Tract and who will maintain it.

ROW4: In the SIA- Under dedication section; Change "convey by warranty deed" to "convey by subdivision plat".

Commenting Division: Addressing Review

Name of Reviewer: Marissa Hillje

Date: 05/08/2018

Email: mhillje@adcogov.org

Comment

ROW5: See attached document for address assignment excel doc and attached to this case- Show addresses on plat.

Commenting Division: Addressing Review

Name of Reviewer: Marissa Hillje

Date: 05/08/2018

Email: mhillje@adcogov.org

Complete

ROW6: Please use table attached (edocs #5775070) to address on plat

---

Commenting Division: Development Engineering Review

Name of Reviewer: Greg Labrie

Date: 05/09/2018

Email: glabrie@adcogov.org

Complete

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 05/08/2018

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: Please change the BoCC Approval block to denote the signee as "Chair".
PLN02: Prior to the scheduling of this case for public hearing, cash-in-lieu must be received for PLD fees.
PLN03: Prior to scheduling this case for public hearing, all collateral required by the SIA must be received.

Commenting Division: Addressing Review

Name of Reviewer: Marissa Hillje

Date: 05/07/2018

Email: mhillje@adcogov.org

Under Review

Commenting Division: Development Engineering Review

Name of Reviewer: Greg Labrie

Date: 05/07/2018

Email: glabrie@adcogov.org

Comment

ENG1: The engineering review process is complete and will be finalized after land use approval by the Board of County Commissioners. After land use and engineering review approval, the construction contractor is required to pull construction permits from the Adams County One Stop Permit Center.

Finance Review of SIA
Laura Garcia

FIN01: The collateral amount should be $2,025,189.66
FIN02: The 5% is calculated per calendar year. Since this project will carry over to 2019 and additional 5% needs to be included.

Adams County Public Land Dedication Worksheet
Rural School District

Date Computed= 5/9/2018

Case Name: Sample Rural PLD Calculations / 4-22-2004 Values	
Case Number:	
Single Family (R-1-A, R-1-C, R-2)	
Number of Units=	88
Population generated=	288
Student population generated=	68.2
School Acreage Needed=	4.07154
Neighborhood Park Acreage Needed=	1.76
Regional Park Acreage Needed=	1.144
Total Acres of PLD Needed=	**6.97554**
Land Value per acre=	$36,888
Land Value per Lot (from Assessor)=	
PLD Fee in lieu=	**$257,313.72**
Deposits:	
School District { } Account=	**$150,190.97**
Neighborhood Parks Account (by School District)=	**$64,922.88**
Regional Parks Account=	**$42,199.87**

COLORADO
Division of Water Resources
Department of Natural Resources
1313 Sherman Street, Room 821
Denver, CO 80203

May 9, 2018

Greg Barnes
Adams County Community and Economic Development Department
gjbarnes@adcogov.org

RE: Blackstone Ranch Filing No. 3-A, PLT2018-00009
Part NE4 Section 33, T3S, R62W, 6th P.M.
Water Division 1, Water District 1
Kiowa-Bijou Designated Basin

Dear Mr. Barnes:

We have received your April 19, 2018 submittal concerning the above-referenced proposal to subdivide 30.73 acres into 88 single family residential lots. The submittal indicates this request is for final plat approval of Blackstone Ranch Filing No. 3-A.

This office has already sent the county a letter, dated April 4, 2017 (copy attached), opining on the water supply of Blackstone Ranch Filing No. 3. As Filing No. 3-A is part of Filing No. 3 our letter of April 4, 2017 applies to Filing No. 3-A.

When submitting further requests for the State Engineer's opinion on proposed water supplies to preliminary plans of Blackstone Ranch, the county should be aware of the following.

A number of our previous letters to the county opining on the proposed water supply to Blackstone Ranch (including our April 4, 2017 letter referenced above), referenced and relied on a letter from our office dated February 8, 2005, which opined that the water supply to the entire Blackstone Ranch subdivision (which was to subdivide 108 acres into 234 residential lots) was adequate. The "Explanation of the Request" that was provided with the submittal for Filing No. 3-A states that subsequent to the county's 2004 approval of the preliminary plat [a.k.a. preliminary plan] for the entire Blackstone Ranch subdivision, the county expired that preliminary approval. Therefore, because the county has determined that the 2004 preliminary plat has expired, our February 8, 2005 is also no longer valid, and we will no longer rely on that letter in subsequent opinions involving the adequacy of the water supply to Blackstone Ranch subdivision.

While information in our files indicate the county has approved preliminary and/or final plats for Blackstone Ranch Filings Nos. 1, 2, and 3, the information is conflicting on the number of lots in each filing, and the number of lots in total, that have received such approval. A number of submittals to our office have contained no information on the estimated water demand of the filing for which an opinion on the adequacy of the water supply is being requested.

In order for our office to provide an opinion of the adequacy of the proposed water

supply to any future submittals from the county on Blackstone Ranch preliminary plans, the submittal need to contain the following.

1. The total number of lots in each filing that have received preliminary plan and final plat approval.
2. The total estimated demand for water for each filing that has already received preliminary plan and final plat approval.
3. The total estimated demand for water for the filing that is the subject of the submittal.
4. A written commitment for service from the water provider (i.e. Easter Adams County Metropolitan District) referencing the name of the subdivision and filing number and a level of commitment in terms of uses to be served and/or water demand.

The county may wish to forward the requirements listed above to the developer of Blackstone Ranch subdivision so future submittals to the county and our office are adequate.

If you, or the applicant, have any questions, please contact Neelha Mudigonda at 303-866-3581 ext. 8206.

Sincerely,

Keith Vander Horst

Keith Vander Horst
Chief of Water Supply, Basins

Cc: Division 1
Blackstone_Filing3.docx

Greg Barnes

From: Mudigonda - DNR, Neelha [neelha.mudigonda@state.co.us]
Sent: Tuesday, June 26, 2018 11:10 AM
To: Greg Barnes
Cc: Vander Horst, Keith
Subject: Re: Blackstone Ranch, Filing 3A Update
Attachments: DOC049.pdf; February 2005.pdf; April, 2017.pdf

Hi Greg:

I think there may be a misunderstanding. The May 9th letter you received from me (see attached) contains our comments for this particular proposal. This letter also references a letter from April 4, 2017, which references our February 8, 2005 letter (both attached). It looks like we also have an email from Gary Witt responding to our May 9th letter, which I believe you were copied on. I do not believe Keith requested additional information about the number of lots after this communication chain. Please let us know if there is any confusion or if you have any questions.

Thanks,
Neelha

On Mon, Jun 25, 2018 at 11:26 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

Thanks, Neelha!

The last update I received from you was on May 11th, which referenced the previous approval letter. That was before Keith's e-mail requesting more information on the number of lots being approved.

This is the last piece of the puzzle before scheduling the case for hearings. So, I'm holding off scheduling the hearings until I get some kind of feedback from CDWR.

Greg Barnes

Planner II, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 *gjbarnes@adcogov.org*

adcogov.org

From: Neelha Mudigonda - DNR [mailto:neelha.mudigonda@state.co.us]
Sent: Monday, June 25, 2018 9:40 AM
To: Greg Barnes
Cc: Vander Horst, Keith
Subject: Re: Blackstone Ranch, Filing 3A Update

Hi Greg,

I thought that I had sent you the comments letter last month, but I am out of the office right now. I can check and send it to you if I hadn't or send you another copy. Sorry about that.

Thanks,

Neelha

Sent from my iPhone

On Jun 25, 2018, at 11:27 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

> Keith & Neelha,
>
> I wanted to ask you about the status of the Blackstone Ranch, Filing 3-A review for 88 new lots. Back in May, you had requested more information from the County and the applicant. The applicant compiled all of the required information, but I have not heard back from your office yet. We are close to scheduling this case for hearings, and I wanted to know if you required anything further. Thanks for your time and review of this case.
>
> <image003.jpg>**Greg Barnes**
>
> Planner II, *Community and Economic Development Dept.*
>
> ADAMS COUNTY, COLORADO
>
> 4430 S. Adams County Parkway, 1st Floor, Suite W2000A
>
> Brighton, CO 80601-8216

COLORADO GEOLOGICAL SURVEY

1801 19th Street
Golden, Colorado 80401

Karen Berry
State Geologist

May 9, 2018

Greg Barnes
Adams County
Community & Economic Development Department
4430 S. Adams County Parkway, Suite W2000A
Brighton, CO 80601

Location:
NW¼ NE¼ Section 33,
T3S, R62W of the 6th P.M.
39.7514, -104.3282

Subject: **Blackstone Ranch, Filing 3-A – Final Plat**
Project Number PLT2018-00009; Adams County, CO; CGS Unique No. AD-17-0014_2

Dear Mr. Barnes:

Colorado Geological Survey has reviewed the Blackstone Ranch Filing 3-A final plat referral. I understand the applicant proposes 88 SF residential lots on approximately 30.7 acres located west of Blackstone Ranch Filing 1. With this referral, I received a Request for Comments (April 19, 2018), an Explanation of the Request (undated), and sheets 1 and 2 of the final plat (AzTec, November 22, 2017). CGS reviewed the overall Blackstone Ranch Filing 3 at preliminary plat; comments were provided in a letter dated February 27, 2017.

The site does not contain steep slopes, is located in an "Area of Minimal Flood Hazard," is not undermined, and does not contain, nor is it exposed to, any identified geologic hazards that would preclude the proposed residential use and density. The applicant states in their Explanation of Request that lot-specific geotechnical investigations will be completed prior to issuance of building permits. **CGS therefore has no objection to approval of the plat as proposed.** As noted in our previous Filing 3 review letter, potential constraints that will need to be considered as development progresses include:

Collapsible soils. The site is underlain by relatively low density, low strength, eolian (wind-deposited) silts, clays and sands. Some of the soils are calcareous. Eolian soils, especially those containing soluble calcareous minerals, tend to be loose, fine-grained, and hydrocompactive, meaning they can lose strength, settle, compress, or collapse when water infiltrates the soils. Thick columns of compressible or collapsible soils can result in very significant settlement and structural damage. Alternatively, clay minerals and clayey pockets within the surficial soils may exhibit structurally damaging volume changes (shrink-swell) in response to changes in water content. Potentially highly expansive Denver Formation claystones and shales are present at unknown depths beneath the surficial soils. If claystone layers capable of producing high swell pressures are present within a few feet of foundation bearing depths, they can cause severe structural damage if not properly characterized and mitigated.

Lot-specific geotechnical investigations consisting of drilling, sampling, lab testing and analysis will be needed, once building locations have been finalized to: determine the thickness and extent to which the soils beneath each proposed home are subject to collapse under loading and/or wetting; characterize soil and bedrock engineering properties such as density, strength, water content, swell/consolidation potential and bearing capacity; determine depths to groundwater, bedrock, and any impermeable layers that might lead to development of a perched water condition; verify the feasibility of full-depth basements, if planned; and provide earthwork, foundation, floor system, subsurface drainage, and pavement recommendations for design purposes. It is imperative that grading, surface drainage, and subsurface drainage are correctly designed, constructed and maintained to prevent wetting of potentially collapsible soils in the immediate vicinity of foundation elements.

Thank you for the opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

Jill Carlson, C.E.G.
Engineering Geologist

Greg Barnes

From: Brooks Kaufman [BKaufman@Irea.Coop]
Sent: Thursday, May 10, 2018 6:28 AM
To: Greg Barnes
Subject: RE: For Review: Blackstone Ranch, Filing 3-A Final Plat
Attachments: Package_3ir3urvHzUyLS-jlOo6nLNbtJLNeTcNgenqv60Bu.html

The following attachment has been sent to you using Mail Express®:

5-7-2018 - IREA 5313 - GOV PLT2018-00009 - BLACKSTONE RANCH F3A FINAL ....pdf (2.0 MB)

Click the links above or visit the pick-up portal for batch retrieval.
These links will expire in 2 weeks.

Mr. Barnes

The Association has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, and service requirements. We are advising you of the following concerns and comments:

The Association would like clarification or additions made to Tract I and K. The Association has made changes to utility requirements adjacent to major roadway to require a 15' utility easement. See attached.

Respectfully

Brooks Kaufman
Lands and Rights of Way Director
5496 N. US Hwy 85
Sedalia, CO 80135
Direct : 720.733.5493
Cell : 303.912.0765
bkaufman@irea.coop

From: Greg Barnes [mailto:GJBarnes@adcogov.org]
Sent: Wednesday, May 2, 2018 8:52 AM
To: Brooks Kaufman
Subject: RE: For Review: Blackstone Ranch, Filing 3-A Final Plat

Hey Brooks,

Follow this link for their full submittal. http://www.adcogov.org/sites/default/files/Full%20Submittal2.pdf
Let me know if you need anything further.

Greg
720-523-6853

From: Brooks Kaufman [mailto:BKaufman@Irea.Coop]
Sent: Wednesday, May 02, 2018 8:28 AM
To: Greg Barnes
Subject: RE: For Review: Blackstone Ranch, Filing 3-A Final Plat

Good morning Greg

The plat is missing page 3 thru 6, can those be provided please for the review.

Respectfully

Brooks Kaufman
Lands and Rights of Way Director
5496 N. US Hwy 85
Sedalia, CO 80135
Direct : 720.733.5493
Cell : 303.912.0765
bkaufman@irea.coop

From: Greg Barnes [mailto:GJBarnes@adcogov.org]
Sent: Thursday, April 19, 2018 5:57 PM
To: Greg Barnes
Subject: For Review: Blackstone Ranch, Filing 3-A Final Plat

Case Name: Blackstone Ranch, Filing 3-A Final Plat
Case Number: PLT2018-00009

April 20, 2018

The Adams County Planning Commission is requesting comments on the following request: **Major subdivision final plat to create 88 single-family residential lots in the Residential-1-C zone district.**

This request is located approximately 2,000 feet southwest of the intersection of 26th Avenue and Strasburg Road. The Assessor's Parcel Number is 0181333100008. The legal description of the site can be found on the attached plat cover sheet.

Applicant Information: Paulscorp, LLC
Brad Pauls
100 St. Paul Street, Suite 300
Denver, CO 80206

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 (720) 523-6800 by **05/11/2018** in order

Greg Barnes

From: Patrick Conroy [pconroy@svfd8.org]
Sent: Sunday, April 22, 2018 12:16 PM
To: Greg Barnes
Cc: Frank Fields; Geri Ventura
Subject: RE: For Review: Blackstone Ranch, Filing 3-A Final Plat
Attachments: image001.jpg

See comment below:

Adams County Ordinance 4 will apply to this project. This ordinance requires that all newly constructed single family homes in Adams County be protected with a residential sprinkler system unless the home is within 1000 feet of a fire hydrant. It is assumed that since the current phases of Blackstone Ranch are protected in this fashion that the 3-A Final Plat will be as well.

I would also ask that you add me to the distribution lists for notices of further hearings on this or other development projects. Please keep whatever email addresses that you may have for Strasburg Fire active as well though.

Thank you.

Patrick Conroy
ICC Certified Fire Marshal
ICC Certified Building Official
Colorado Fire Plans Examiner
Fire Marshal
Strasburg Fire Protection District
56281 East Colfax Ave.
PO Box 911
Strasburg, CO 80136
Station: 303-622-4444
Cell: 720-775-8515

From: Gerri Ventura
Sent: Friday, April 20, 2018 11:21 AM
To: Patrick Conroy
Cc: Frank Fields
Subject: Fwd: For Review: Blackstone Ranch, Filing 3-A Final Plat

---------- Forwarded message ----------
From: **Greg Barnes** <GJBarnes@adcogov.org>
Date: Thu, Apr 19, 2018 at 5:56 PM
Subject: For Review: Blackstone Ranch, Filing 3-A Final Plat
To: Greg Barnes <GJBarnes@adcogov.org>

Case Name: Blackstone Ranch, Filing 3-A Final Plat

Case Number: PLT2018-00009

Exhibit 4.6 Strasburg Parks Comments

ROBERT L. TIBBALS, JR.
ATTORNEY AT LAW
P.O. BOX 3112
ENGLEWOOD, COLORADO 80155
TELEPHONE 303-668-3991 ♦ E-MAIL: rltesq@hotmail.com

May 1, 2018

Adams County Planning Commission
c/o Community and Economic Development Department
4430 South Adams County Parkway
Brighton, CO 80601

VIA E-MAIL: GJBarnes@adcogov.org

RE: Case Name: Blackstone Ranch Filing No. 3-A Final Plat (88 Lots)
Case No: PLT2018-00009

To Planning Commission Members:

These comments are submitted on behalf of the Strasburg Metropolitan Parks and Recreation District (the "District"), a duly-organized and operating Parks and Recreation District, whose jurisdiction encompasses the above-described development.

1. The District has previously submitted comments on the above-described development set forth in a letter dated March 3, 2017. Those comments are hereby incorporated into this letter, as though set forth in their entirety, by this reference.

   The Developer should specifically address each of the points set forth in that letter, as the Developer's comments to the Final Plat, address certain parks and public facility issues, merely in a generic fashion.

   In particular, the District suggested the Developer not be permitted credit for an existing park, since the overall impact of Filing 3 is essentially that of a "new development" in the Strasburg area.

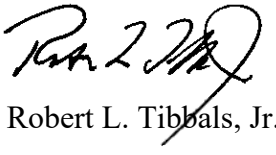
2. The Developer should be held to strict proof that all cash-in-lieu payments due and owing for neighborhood parks have, in fact, been paid.

3. The District stands in support of Adams County Parks & Open Space regulations with respect to open space or trails dedication and other dedication requirements. Developer should be required to affirmatively establish that all required set-asides of land for future dedication for trails, so as to allow for integration into the overall trails system, have been dedicated as planned; with clear indication that Developer is required to maintain such land in reasonable condition, as contemplated.

4. Finally, although the District did not initially request the Applicant be required to secure and dedicate to the District, 3.0 acre feet of water, recent circumstances show that water to be used by the District in maintaining the District's existing parks and recreation facilities, which parks and recreation facilities will be significantly burdened by additional use of those persons purchasing Applicant's homes, has become a need and necessity.

If you have any comments or questions, please feel free to contact this office. Thank you.

Sincerely,



Robert L. Tibbals, Jr.

Exhibit 4.7 Strasburg Water & Sanitation Comments

Seter & Vander Wall, P.C.
ATTORNEYS AT LAW

KIM J. SETER
BARBARA T. VANDER WALL
JEFFREY E. ERB
ELIZABETH A. DAUER
COLIN B. MIELKE
RUSSELL NEWTON
CAMERON J. RICHARDS

May 15, 2018

Greg Barnes, Case Manager (*via email GJBarnes@adcogov.org*)
Adams County Department of Community and Economic Development
4430 South Adams County Parkway
Suite W2000A
Brighton, Colorado 80601

Re: Comments on Blackstone Ranch Filing No. 3 – Case No. PLT2018-00009
Strasburg Sanitation and Water District

Dear Mr. Barnes:

Our office represents the Strasburg Sanitation and Water District ("**SSWD**"), which is adjacent to Blackstone Ranch Filing No. 3 ("**BSR III**"). We are in receipt of Adams County's Request for Comments dated April 20, 2018, and are writing to provide comments related to the BSR III final plat proposal.

We understand that BSR III has received will-serve letters from Eastern Adams County Metropolitan District ("**EACMD**") for future water and sanitation service. SSWD has an interest in ensuring the BSR III development receives sufficient service from EACMD. Failure by EACMD to provide sufficient service could result in a future strain on SSWD's resources due to the proximity of SSWD's infrastructure to BSR III.

We therefore request that the Adams County Planning Commission and its staff carefully review EACMD's resources and its capacity to serve BSR III. If the Commission determines that such capacity is insufficient, we request that the Commission require modification of the proposed project to a size that can be sufficiently served by EACMD, or that the project be denied until EACMD and PaulsCorp, LLC provide sufficient proof that water and sanitation service will be sufficient.

Thank you for your consideration of SSWD's concerns. Please feel free to contact our office with any questions.

Sincerely,

SETER & VANDER WALL, P.C.

Colin B. Mielke

{00345422}

Tri-County Health Department

April 25, 2018

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Blackstone Ranch, Filing 3-A Final Plat, PLT2018-00009
TCHD Case No. 4895

Dear Greg Barnes,

Thank you for the opportunity to review and comment on Blackstone Ranch Filing 3-A for the major subdivision final plat to create 88 new lots southwest of East 26th Ave and Strasburg Rd. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Community design to support walking and bicycling
Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

Safe Routes to School:
Tri-County Health Department (TCHD) strongly supports community plans that include thoughtful consideration of safe circulation of students on and around the school campuses.

Students needing to access the nearby school are likely going to use Strasburg Rd, Wagner St, or Aspen St to get to the school sites. We recommend the applicant consider safe connectivity to the school throughout the subidivision. Any pedestrian improvement should be raised, striped, or otherwise denoted so that it is visible to drivers, thus slowing speeds and reducing the risk of pedestrian injury.

Sidewalks:
Designers of active living communities typically recommend that sidewalks be a minimum of clear width of five (5) feet, the space needed for two people to walk comfortably side by side, with a buffer area like a tree lawn between the sidewalk and

the street. TCHD encourages the use of detached sidewalks of at least 5 feet in width throughout the development.

Please feel free to contact me at 303-220-9200, Ext.1537 or mbettag@tchd.org if you have any questions on TCHD's comments.

Sincerely,

Mallory R. Bettag, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD

June 11, 2018

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Blackstone Ranch, Filing 3-A Final Plat Resubmittal, PLT2018-00009
TCHD Case No. 4972

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on Blackstone Ranch Filing 3-A for the major subdivision final plat to create 88 new lots southwest of East 26th Ave and Strasburg Rd. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Thank you for the opportunity to review and comment on Blackstone Ranch Filing 3-A for the major subdivision final plat resubmittal to create 88 new lots southwest of East 26th Ave and Strasburg Rd. Tri-County Health Department (TCHD) staff previously reviewed the application for the Filing 3-A final plat and, in a letter dated April 25, 2018 and responded with the comments included below. TCHD has no further comments.

Community design to support walking and bicycling
Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

Safe Routes to School:
Tri-County Health Department (TCHD) strongly supports community plans that include thoughtful consideration of safe circulation of students on and around the school campuses.

Students needing to access the nearby school are likely going to use Strasburg Rd, Wagner St, or Aspen St to get to the school sites. We recommend the applicant consider safe connectivity to the school throughout the subidivision. Any pedestrian

improvement should be raised, striped, or otherwise denoted so that it is visible to drivers, thus slowing speeds and reducing the risk of pedestrian injury.

Sidewalks:
Designers of active living communities typically recommend that sidewalks be a minimum of clear width of five (5) feet, the space needed for two people to walk comfortably side by side, with a buffer area like a tree lawn between the sidewalk and the street. TCHD encourages the use of detached sidewalks of at least 5 feet in width throughout the development.

Please feel free to contact me at (720)200-1537 or mbettag@tchd.org if you have any questions on TCHD's comments.

Sincerely,

Mallory R. Bettag, MPH, MURP
Land Use and Built Environment Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD

Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

May 2, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Blackstone Ranch Filing No. 3-A, Case # PLT2018-00009

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the final plat for **Blackstone Ranch Filing No. 3-A** and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Right of Way and Permits
Public Service Company of Colorado

Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

June 7, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Blackstone Ranch Filing No. 3-A – 2nd referral, Case # PLT2018-00009

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the second referral final plat for **Blackstone Ranch Filing No. 3-A** and has **no apparent conflict**.

If there are any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Right of Way and Permits
Public Service Company of Colorado

Greg Barnes

From: Marti Corley [MCorley@ccbuildersinc.com]
Sent: Thursday, May 03, 2018 6:12 PM
To: Greg Barnes
Subject: Filing No. 3 Blackstone Ranch

To whom it may concern,

I live in filing No 1 of Blackstone ranch and have for approximately 4 years. I'am not against the development of our area as long as it's done properly. Adams county should not turn a blind eye to all the items that need to be addressed at the submittal stage and during the preconstruction. The counties focus should not become just the additional developer revenue and tax dollars it will receive by granting filing No 3. Or any other future development.

The following are concerns we have with filing No.3 if certain issues are not addressed by Adams County pryor to granting Paul bros. request to build an additional 88 homes in the Blackstone subdivision.

1.The one thing that concerns me and my neighbors the most is WATER! Pryor to Paul bros building filing No. 2 (an additional 76 homes) we had good water pressure. Could run two showers, two yard sprinklers, could run dishwasher and washing machine together. None of this is possible as of this date. Depending on the time of day it can be worse. I know you say that water is not a concern. If it's not a concern, then what has caused this? Could it be the size of the lines in our development, were too small for all the new homes Paul bros has planned to build in our area. Should the line be a lope system? What Is the design for new addition? If this is a problem at our homes, is it effecting the fire hydrants? Have the fire hydrants been checked? Will this problem be resolved in the near future?

1a. Paul bros. or other large developments should be required to drill wells and create water sores as needed to facilitate all the development they have slated for the area, these costs should be at developers expense, not a burden to the taxpayers or county.

2. We Tax payers want Designated land areas called out, set a aside and recorded on development plots for schools, additional firehouse, parks and green space starting with filing No.3., not money given to Adams county in-lieu of the land, which then can be spent at counties discretion and location selection. We need to look to the future And plan for it today!

3. Designation and development of a secondary area for mail delivery to filing No.3. All cost would be incurred by Paul bros.

4.County should not allow Paul bros. to add additional 88 mail boxes to the 120 already in filing No.1, adding to the congestion and traffic at the main entrance and only park.

PER ITEM 7 OF THE REQUEST FOR COMENTS LETTER WE ARE ALREADY AT MAXIMUME WITH THE EXISTING PARK AND A SECOUND PARK AND MAIL DELIVERY SHOULD BE BUILT in filing No. 3

5. County should require Construction and connection of Aspen street to Sunset Ave for access to Interstate 70 & Highway 36 (Colfax Ave) from filing No.3. this would minimize the impact to Strasburg road and 24 Ave. This work would be done at developers expense to obtain approval of filing No.3

6. A commitment in writing from Paul bros. to contribute, a percentage per new house built toward the expansion of the existing sewage treatment plant, Starting with Filing No.3 and all Future development, by all parties.

7.What are the county and Paul bros. doing to aid in creating the infrastructure that go along with developing and bring new people to the area? Has there there been any thought or discussion about getting an emergency care facility, shops, restaurants and other retail sales to our area for the thousands of people who will move to this area in the next 5 years. Are there any type of incentives in place to entice new business to the area?

8.Any monies collected by county for development or expansion in the Strasburg area should be escrowed and spent in our area for said improvements and repair.

9. Adding all the developments and people; has created a need for a traffic light at Strasburg Road and highway 36 and Wagner and highway 36. This would help greatly with the congestion created by the only on-off ramp into Strasburg from Interstate70.

My neighbors and I are hopeful our concerns have not fallen on deaf ears, that the planning commission will address all our concerns and rule in the best possible manner for all parties involved. We hope you will remember we have to deal with your decisions even though you don't live in our community!

Regards & Thanks
Marti Corley
719-491-5889
mcorley@ccbuildersinc.co

Greg Barnes

From: Marti Corley [MCorley@ccbuildersinc.com]
Sent: Thursday, June 21, 2018 7:57 PM
To: Greg Barnes
Subject: Re: For Review: Blackstone Ranch, Filing 3-A (PLT2018-00009)

Well it appears the only thing that got better was the water
Pressures. And the county gets a1000000 dollars to spend. The need for an additional park and mail drop in black stone Ranch got turned in money for the county. I don't believe anyone takes in to account that all the residents From the Coyote Ridge development on the east side of
Strasburg Rd all use the park as is the only one Paul Bros has built for All the development they have done since they began. Now they want to put more people and mail boxes in the one existing park. Per your April 20 request for comments noted the existing park is already at peak demand with the last Paul Bros development. We really hope you will look at an additional park and mail Delivery location. We all know Paul Bros. Intend to continue with more homes on the south side of 24 st. So please explain why are the taxpayer not getting another park! The county needs to stand up for its tax payers !! It's not to late to do the right thing!!!

Regards & Thanks
Marti Corley
Christofferson Comm.Builders
719-491-5889

On Jun 5, 2018, at 11:18 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

This e-mail is to inform you that the final plat application for Blackstone Ranch, Filing 3-A has been resubmitted. I have attached the resubmittal information for you to review, because you provided comments on the case's initial submittal. If you have any further or revised comments regarding this case, please respond to me by **Wednesday, June 13th at 1:00 pm**. Thank you!

<image003.jpg>**Greg Barnes**
Planner II, *Community and Economic Development Dept.*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8216
720.523.6853 *gjbarnes@adcogov.org*
adcogov.org

<Resubmittal 02.PDF>
<Resubmittal01.pdf>

Community & Economic
Development Department
Development Services Division
www.adcogov.org

ADAMS COUNTY
COLORADO

4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name: Blackstone Ranch, Filing 3-A Final Plat
Case Number: PLT2018-00009

April 20, 2018

The Adams County Planning Commission is requesting comments on the following request: **Major subdivision final plat to create 88 single-family residential lots in the Residential-1-C zone district.**

This request is located approximately 2,000 feet southwest of the intersection of 26th Avenue and Strasburg Road. The Assessor's Parcel Number is 0181333100008. The legal description of the site can be found on the attached plat cover sheet.

Applicant Information: Paulscorp, LLC
Brad Pauls
100 St. Paul Street, Suite 300
Denver, CO 80206

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 (720) 523-6800 by 05/11/2018 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you for your information upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry — DISTRICT 1
Charles "Chaz" Tedesco — DISTRICT 2
Erik Hansen — DISTRICT 3
Steve O'Dorisio — DISTRICT 4
Mary Hodge — DISTRICT 5

Referral Listing
Case Number PLT2018-00009
Blackstone Ranch, Filing 3A Final Plat

Agency	Contact Information
Adams County	Planning Addressing PLN 720.523.6800
Adams County Construction Inspection	PWCI . PWCI 720-523-6878
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County Treasurer: Send email	Adams County Treasurer bgrimm@adcogov.org 720.523.6376
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLO DIV OF WATER RESOURCES	Joanna Williams OFFICE OF STATE ENGINEER 1313 SHERMAN ST., ROOM 818 DENVER CO 80203 303-866-3581 joanna.williams@state.co.us
COLORADO DIVISION OF WILDLIFE	Eliza Hunholz Northeast Regional Engineer 6060 BROADWAY DENVER CO 80216-1000 303-291-7454 eliza.hunholz@state.co.us
COLORADO DIVISION OF WILDLIFE	Serena Rocksund 6060 BROADWAY DENVER CO 80216 3039471798 serena.rocksund@state.co.us

Agency	Contact Information
COLORADO GEOLOGICAL SURVEY	Jill Carlson 1500 Illinois Street Golden CO 80401 303-384-2643 303-384-2655 CGS_LUR@mines.edu
Colorado Geological Survey: CGS_LUR@mines.edu	Jill Carlson Mail CHECK to Jill Carlson 303-384-2643 303-384-2655 CGS_LUR@mines.edu
COMCAST	JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com
COUNTY ATTORNEY- Email	Christine Francescani CFrancescani@adcogov.org 6884
Engineering Department - ROW	Transportation Department PWE - ROW 303.453.8787
Engineering Division	Transportation Department PWE 6875
Intermountain Rural Electric Asso - IREA	Brooks Kaufman PO Box Drawer A 5496 North US Hwy 85 Sedalia CO 80135 303-688-3100 x105 bkaufman@intermountain-rea.com
NS - Code Compliance	Gail Moon gmoon@adcogov.org 720.523.6833 gmoon@adcogov.org
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
SHERIFF'S OFFICE: SO-HQ	MICHAEL McINTOSH nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org snielson@adcogov.org (303) 654-1850 aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org
Sheriff's Office: SO-SUB	SCOTT MILLER TFuller@adcogov.org, smiller@adcogov.org aoverton@adcogov.org; mkaiser@adcogov.org 720-322-1115 smiller@adcogov.org

Agency	Contact Information
STRASBURG FIRE PROTECTION DIST #8	GERRI VENTURA PO BOX 911 STRASBURG CO 80136 303-622-4814 gventura@svfd8.org
STRASBURG PARKS AND REC DIST.	Angie Graf P.O. BOX 118 STRASBURG CO 80136 (303) 622-4260 angie@strasburgparks.org
STRASBURG SCHOOL DISTRICT 31J	Monica Johnson 56729 E Colorado Ave STRASBURG CO 80136 303-622-9211 mjohnson@strasburg31j.org
Strasburg Water & Sanitation Dist	Tracy Griffin PO Box 596 Strasburg CO 80136 303-622-4443 strawaternsan@tds.net
TRI-COUNTY HEALTH DEPARTMENT	MONTE DEATRICH 4201 E. 72ND AVENUE SUITE D COMMERCE CITY CO 80022 (303) 288-6816 mdeatrich@tchd.org
TRI-COUNTY HEALTH DEPARTMENT	Sheila Lynch 6162 S WILLOW DR, SUITE 100 GREENWOOD VILLAGE CO 80111 720-200-1571 landuse@tchd.org
Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health landuse@tchd.org .
UNITED STATES POST OFFICE	MARY C. DOBYNS 56691 E COLFAX AVENUE STRASBURG CO 80136-8115 303-622-9867 mary.c.dobyns@usps.gov
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com

ACOSTA CONRAD WALDO III
56585 E 25TH AVE
STRASBURG CO 80136-7531

AGUIRRE BENJAMIN AND
AGUIRRE PATRICIA
56659 E 23RD PL
STRASBURG CO 80136

BENNETT JAMES R AND
BENNETT LEEANN
2330 WAGNER ST
STRASBURG CO 80136-7548

BIBEAU CHARLES R AND
BIBEAU GERYL L
56280 E 28TH COURT
STRASBURG CO 80136

BLACKSTONE RANCH HOMESOWNERS ASSOCIATION
3855 LEWISTON ST SUITE 100
AURORA CO 80011

BRADLEY ELIZABETH L
56548 E 24TH PL
STRASBURG CO 80136-7528

BURR DOUGLAS B
2340 ADAMS CT
STRASBURG CO 80136-7540

CAMPBELL JAMES P AND
CAMPBELL DEBRA A
56675 E 25TH AVE
STRASBURG CO 80136-7530

CHAVEZ OSCAR J VALENZUELA AND
GONZALEZ MARIA VARGAS
56549 E 23RD PL
STRASBURG CO 80136

COCHRAN CODY L AND
COCHRAN EMILY J
56640 E 23RD PL
STRASBURG CO 80136-7558

COOK ERICK
56594 E 24TH AVE
STRASBURG CO 80136-7523

COOPER LINDA C
2470 ADAMS ST
STRASBURG CO 80136-7539

CORLEY MARTIN W AND
CORLEY LINDA J
2371 ADAMS CT
STRASBURG CO 80136-7540

CRAWFORD THOMAS M AND
CRAWFORD DEBORAH K
56591 E 24TH AVE
STRASBURG CO 80136-7524

CRITES BRIAN L
56730 E 25TH AVE
STRASBURG CO 80136-7532

DAVIS CHERYL A AND
COOPER RONALD E
56644 E 24TH AVE
STRASBURG CO 80136-7527

DEINES DEBRA
2380 ADAMS CT
STRASBURG CO 80136-7540

DELANEY JOSH NEIL
56599 E 23RD PL
STRASBURG CO 80136

DELANEY STEPHEN E AND
DELANEY LORI A
PO BOX 894
STRASBURG CO 80136-0894

DEWOLF SCOTT AND
DEWOLF CATHY
2490 ADAMS ST
STRASBURG CO 80136-7539

DODGE CHARLES R III AND
DODGE LINDA L
56547 E 23RD AVE
STRASBURG CO 80136

EASTERN SLOPE HOUSING
56175 SUNSET AVE
STRASBURG CO 80136-0557

EASTWOOD RYAN J AND
EASTWOOD KELLI J
56745 E 25TH AVE
STRASBURG CO 80136-7529

ELGIN HENRY AND
ELGIN DARLENE
56635 E 25TH AVE
STRASBURG CO 80136-7530

ENGELBRECHT RUSSELL R
2024 STRASBURG ROAD
STRASBURG CO 80136

FERREL STEPHEN AND
FERREL LAURIE
2351 ADAMS CT
STRASBURG CO 80136-7540

FRANZ GEORGE W AND
FRANZ DONA RAE J
56582 E 23RD AVE
STRASBURG CO 80136-7554

FRISBY KARL
2290 WAGNER ST
STRASBURG CO 80135

GALVAN EMIR
2310 WAGNER ST
STRASBURG CO 80136-7548

HAUN ROBERT AND
HAUN MARGARET D
56734 E 24TH AVE
STRASBURG CO 80136

HIGGINS WILLIAM H AND
HIGGINS RAMONA L
PO BOX 33
STRASBURG CO 80136-0033

HILLARD JOHN R
56598 E 24TH PL
STRASBURG CO 80136-7528

HOHNHOLT DENNIS K AND
HOHNHOLT JUDITH M
1986 ASPEN ST
STRASBURG CO 80136

HOLDSWORTH JUSTIN AND
HOLDSWORTH MISTY
56770 E 25TH AVE
STRASBURG CO 80136-7532

HULL PAULA
56400 E 28TH AVE
STRASBURG CO 80136-8007

HUMBERT EUGENE I AND HUMBERT PATRICIA A
AND HUMBERT SEANDRA
56360 E 28TH CT
STRASBURG CO 80136-8036

HURD ANTHONY
1963 BURTON ST
STRASBURG CO 80136-7806

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
PO DRAWER A
SEDALIA CO 80135

JANISH JOSHUA
1966 ASPEN STREET
STRASBURG CO 80136-0251

JOHNSON DAYMON AND
JOHNSON DANA A
2450 ADAMS ST
STRASBURG CO 80136-7539

KUBISCHTA KEVIN
56511 E 24TH AVE
STRASBURG CO 80136-7524

MARRERO MICHAEL A
56555 E 25TH AVE
STRASBURG CO 80136-7531

MATHIS CONNIE
56640 E 25TH AVE
STRASBURG CO 80136-7533

MCCAMMOND DEBRA A
1984 LONG BRANCH ST
STRASBURG CO 80136-7830

MELE SANDRA L AND
MELE ROGER W AND SHIELDS BERNADINE
56689 E 23RD PL
STRASBURG CO 80136

MILLER ROBERT J AND
MILLER SHANNON K
56680 E 25TH AVE
STRASBURG CO 80136-7533

MLECHICK ROBERT D AND
MLECHICK LAURI B
2320 ADAMS CT
STRASBURG CO 80136-7540

MOORE MICHAEL R AND
MOORE KAREN SUSAN
56530 E 23RD PL
STRASBURG CO 80136

MOREHEAD GARY I AND
MOREHEAD DIANA L
56352 SUNSET AVE
STRASBURG CO 80136

MUTSCHELKNAUS RYAN AND
MUTSCHELKNAUS CRAIG AND ESQUIBEL SARA
56531 E 24TH AVE
STRASBURG CO 80136-7524

NEUMANN RICHARD JR
56561 E 24TH AVE
STRASBURG CO 80136-7524

NORDLOH JOLENE R AND
NORDLOH JAY H
56684 E 24TH AVE
STRASBURG CO 80136-7527

O LEARY MARC AND
O LEARY JESSICA
2360 ADAMS CT
STRASBURG CO 80136-7540

PAPPEL COLBY DILLION
56612 23RD AVE
STRASBURG CO 80136-7555

PARSONS ROSS N AND
PARSONS TRACY LYNN
56580 E 23RD PL
STRASBURG CO 80136

PAULS DEVELOPMENT EAST LLC
270 SAINT PAUL ST STE 300
DENVER CO 80206-5133

PAULSCORP LLC
100 SAINT PAUL ST STE 300
DENVER CO 80206-5107

PEREZ RAMUNDO A AND
PEREZ TRACY L
56564 E 24TH AVE
STRASBURG CO 80136

PFEIFFER LYNDA SUE AND
PFEIFFER PAUL E
56701 E 28TH AVE
STRASBURG CO 80136

PLAVEN LOUISE S
56593 E 24TH PL
STRASBURG CO 80136-7537

POSTMA DIANA K
56657 E 23RD AVE
STRASBURG CO 80136

QUINN ROBERT W III AND
QUINN KATHERINE L
56577 E 23RD AVE
STRASBURG CO 80136

REED CHRISTON SETH AND
REED MEGAN EVA
56550 23RD PL
STRASBURG CO 80136-7557

RIED LOUIS JR
203 HOOVER AVE
LOUISVILLE CO 80027-2166

RODIE WARREN W AND
RODIE AMY E
56552 E 23RD AVE
STRASBURG CO 80136

SCHOOL DIST NO.31
56729 COLORADO AVE
STRASBURG CO 80136-7809

SCHOOL DIST NO.31
PO BOX 207
STRASBURG CO 80136-0207

SHARFF TIMOTHY AND
SHARFF ALISA
56681 E 24TH AVENUE
STRASBURG CO 80136

SIMONES PAUL N AND
SIMONES KELLEY M
56641 E 24TH AVE
STRASBURG CO 80136-7525

SMITH HOWARD A AND
SMITH LUCIANA M
56643 E 24TH PL
STRASBURG CO 80136-7536

SPOONER MICHAEL W
56725 E 25TH AVE
STRASBURG CO 80136-7529

SPRINKLE RANDY AND
SPRINKLE NANCY
56683 E 24TH PL
STRASBURG CO 80136-7536

STOEN LAURA AND
STOEN ERIC C
56568 E 24TH PL
STRASBURG CO 80136-7528

STRASBURG COMMUNITY CHURCH
PO BOX 556
STRASBURG CO 80136

STRASBURG METROPOLITAN PARKS AND
RECREATION DIRSTRICT
1932 BURTON ST
STRASBURG CO 80136

STRASBURG PARK AND RECREATION DISTRICT
1932 BURTON ST
STRASBURG CO 80136-7826

STRASBURG SANITATION AND WATER DISTRICT
56829 COLORADO AVE /PO BOX 596
STRASBURG CO 80136

STRASBURG SCHOOL DISTRICT 31J
PO BOX 207
STRASBURG CO 80136

STRASBURG WATER AND
SANITATION DIST
7400 E ORCHARD RD STE 3300
GREENWOOD VILLAGE CO 80111-2545

SUNDIN MIKAEL ARTHUR AND
SUNDIN NICOLE L
56639 23RD PL
STRASBURG CO 80136-7558

TAPPARO KENNETH L AND
TAPPARO LORI A
56560 E 25TH AVE
STRASBURG CO 80136-7534

TAYLOR NANCY P AND
TAYLOR WILLIAM D
56275 E 28TH CT
STRASBURG CO 80136-8060

TODD DEREK
56795 E 25TH AVE
STRASBURG CO 80136-7529

TRUJILLO EDWARD SABINO JR
56765 E 25TH AVE
STRASBURG CO 80136-7529

URBIES FARM TRUST
PO BOX 115
ILIFF CO 80736-0115

VALENCIA MYRNA AND
VALENCIA RAUL
2331 ADAMS CT
STRASBURG CO 80136-7540

VAN CLEAVE THOMAS L AND
VAN CLEAVE LA VONNE
1985 LONGBRANCH ST
STRASBURG CO 80136-7831

WELLER DIANNA K
56688 E 24TH PL
STRASBURG CO 80136-7538

WILKES NICHOLAS AND
WILKES KAYLA R
56579 E 23RD PL
STRASBURG CO 80136

WILLIAMS RANDALL JASON AND
WILLIAMS AMIE KAY
56773 E 24TH PL
STRASBURG CO 80136-7535

WILMES PHILIP STEPHEN AND
WILMES DE ANNA LYNN
56563 E 24TH PL
STRASBURG CO 80136-7537

YEOMAN DUSTIN A/EDWIN B/KERRIE M
2840 WAGNER ST
STRASBURG CO 80136-8009

YOUNG SHAWN C AND
YOUNG LANETTE C
56702 E 23RD AVE
STRASBURG CO 80136

YUAN RUI
56590 E 25TH AVE
STRASBURG CO 80136-7534

ZESSIN JEFFREY AND
ZESSIN RUTH
56609 E 23RD PL
STRASBURG CO 80136

ZHOU YONG N
56733 E 24TH PL
STRASBURG CO 80136-7535

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Major Subdivision, Final Plat for Blackstone Ranch Subdivision, Filing 3-A
FROM: Kristin Sullivan, Community and Economic Development Director
AGENCY/DEPARTMENT: Community & Economic Development Department
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: ☐ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Blackstone Ranch Subdivision, Filing 3-A final plat and associated subdivision improvement agreement with 7 findings-of-fact, 1 condition, and 1 note.

BACKGROUND:

Pauls Development East, LLC is requesting a major subdivision final plat to create 88 lots, nine non-residential tracts, and public streets on 31.5 acres. The subject site is located approximately 2,000 feet southwest of the intersection of East 24th Avenue and Strasburg Road. A majority of the surrounding properties are designated in the Agricultural or in the Residential zoned districts (R-1-C).

Section 2-02-17-04 of the County's Development Standards and Regulations outline the criteria for approval of a final plat. The proposed request conforms to all requirements outlined in the Development Standards and Regulations (see attached staff report). The proposed lots conform to the minimum lot size required development in the R-1-C zoned district, as well as all associated public improvements.

Per Section 5-02-05 of the County's Development Standards and Regulations, a Subdivision Improvements Agreement (SIA) is required with approval of a final plat. The required improvements include construction of infrastructure, such as public streets, curbs, gutters, sidewalks, and storm sewers to serve development. Staff has reviewed the SIA, and determined the proposed agreement complies with the County's Development Standards and Regulations (See Exhibit 3.3).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

None

ATTACHED DOCUMENTS:

- BOCC staff report and packet
- Resolution approving application in case PLT2018-00009
- Resolution approving Subdivision Improvements Agreement (SIA2018-00007) for Blackstone Ranch, Filing 3-A Subdivision

FISCAL IMPACT:

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

Fund:	
Cost Center:	

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

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

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

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

Additional Note:

RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT FOR BLACKSTONE RANCH, FILING 3A

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way or submit cash-in-lieu; and,

WHEREAS, on July 31, 2018, the Board of County Commissioners, in Case No. PLT2018-00009, Blackstone Ranch, Filing 3A, approved a Final Plat to allow 88 lots on approximately 31.5 acres in the Residential-1-C zone district; and,

WHEREAS, the Developer has provided collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Subdivision Improvements Agreement for Blackstone Ranch, Filing 3A, Case No. SIA2018-00007.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Subdivision Improvements Agreement for Blackstone Ranch, Filing 3A, Case No. SIA2018-00007, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

CASE NO.: PLT2018-00009
CASE NAME: BLACKSTONE RANCH, FILING 3-A

TABLE OF CONTENTS

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EXHIBIT 2- Maps
- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

EXHIBIT 3- Applicant Information
- 3.1 Applicant Written Explanation
- 3.2 Applicant Final Plat
- 3.3 Applicant Subdivision Improvements Agreement

EXHIBIT 4- Referral Comments
- 4.1 Referral Comments (Adams County)
- 4.2 Referral Comments (Colorado Division of Water Resources)
- 4.3 Referral Comments (Colorado Geologic Survey)
- 4.4 Referral Comments (IREA)
- 4.5 Referral Comments (Strasburg Fire)
- 4.6 Referral Comments (Strasburg Parks)
- 4.7 Referral Comments (Strasburg Water & Sanitation)
- 4.8 Referral Comments (Tri-County Health)
- 4.9 Referral Comments (Xcel Energy)

EXHIBIT 5- Citizen Comments
- 5.1 Public Comments (Corley)

EXHIBIT 6- Associated Case Materials
- 6.1 Request for Comments
- 6.2 Referral Agency Labels
- 6.3 Property Owner Labels

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

STAFF REPORT

Board of County Commissioners July 31, 2018

CASE No.:**PLT2018-00009**	CASE NAME: **Blackstone Ranch, Filing 3-A**

Owner's Name:	Pauls Development East, LLC
Applicant's Name:	Pauls Development East, LLC
Applicant's Address:	270 St. Paul Street, Suite 300, Denver, CO 80206
Location of Requests:	Southeast of Strasburg Road & East 24th Avenue
Nature of Requests:	1) Major Subdivision Final Plat for 33 lots and; 2) Subdivision Improvements Agreement (SIA)
Zone District:	Residential-1-C (R-1-C)
Site Size:	31.5 acres
Proposed Uses:	Single-Family Residential
Existing Use:	Vacant
Hearing Date(s):	**BoCC: July 31, 2018 / 9:30 a.m.**
Report Date:	July 8, 2018
Case Manager:	Greg Barnes
Staff Recommendation:	APPROVAL of the Final Plat and Subdivision Improvement Agreement with 7 Findings-of-Fact, 1 Condition, & 1 Note

SUMMARY OF PREVIOUS APPLICATIONS

On March 21, 2005, the Board of County Commissioners approved to rezone 108-acre property from Agriculture-3 (A-3) to Residential-1-C (R-1-C). This 108-acre property is currently known as the Blackstone Ranch subdivision.

On May 22, 2006, the Board of County Commissioners approved a major subdivision final plat (Filing 1) of Blackstone Ranch to create 43 lots on 30.34 acres. Blackstone Ranch, Filing 1 is fully constructed and occupied.

On April 19, 2016, the Board of County Commissioners approved a major subdivision final plat (Filing 2-A) of Blackstone Ranch to create 43 lots on 10.93 acres. Blackstone Ranch, Filing 2-A is still under construction.

On June 7, 2016, the Board of County Commissioners approved a major subdivision final plat (Filing 2-B) of Blackstone Ranch to create 18 lots on 10.79 acres. Blackstone Ranch, Filing 2-B is still under construction.

On November 4, 2017, the Board of County Commissioners approved a major subdivision preliminary plat for Filing 3 (Blackstone Ranch) to create 163 lots on 53.8 acres. The subject final plat is part of the approved Filing 3 preliminary plat.

SUMMARY OF APPLICATION

Background:

Pauls Development East, LLC is requesting a major subdivision final plat to create 88 lots, nine non-residential tracts, and public streets on 31.5 acres. The site is located approximately 2,000 feet southwest of the intersection of East 24th Avenue and Strasburg Road. A majority of the surrounding properties are designated in agriculturally or in the residentially (R-1-C) zoned districts.

Site Characteristics:

The site is located southwest of the intersection of East 24th Avenue and Strasburg Road The site is currently vacant; however, it is adjacent to single-family residential dwellings, located east of the site. The adjoining single-family development is part of the overall 108 acre property rezoned on March 21, 2005.

Development Standards and Regulations Requirements
Major Subdivision (Final Plat):

Per Section 2-02-17-04-05 of the County's Development Standards and Regulations, a final plat must be consistent and conform to an approved preliminary plat. On November 4, 2017, the Board of County Commissioners approved a preliminary plat on the subject property (i.e. Blackstone Ranch, Filing 3). The subject request conforms to the corresponding section of the approved preliminary plat. The proposed final plat includes traffic-calming devices in the subdivision. This was a recommendation of the Planning Commission during review of the preliminary plat.

The minimum lot size approved with the preliminary plat is 7,000 square feet for internal lots and 7,500 square feet for corner lots. The average lot size proposed in the subdivision is 8,700 square feet, which conforms to the required minimum lot size shown on the preliminary plat and in the R-1-C district. The lots also conform to the minimum required lot width of 65 feet for internal lots and 70 feet for corner lots in the R-1-C district. All streets shown on the plat

conform to the County's requirements. These streets will be dedicated to the public and constructed to Adams County standards for local streets. In addition, all lots will have access to public streets.

Adequate provisions for water and sewer facilities are required with all final plats. The applicant obtained a letter of intent from Eastern Adams County Metropolitan District of their ability to provide service to the development. The Colorado Division of Water Resources reviewed the proposed subdivision and stated a water supply plan for the entire Blackstone Ranch subdivision has previously been approved (see Exhibit 3.1).

Requirements for public land dedication outlined in Section 5-05 of the County's Development Standards have been met. In accordance with Section 5-05-04-05 and 5-05-05-04 of the County's Development Standards, cash-in-lieu of land dedication shall be required when deemed, by the Board of County Commissioners, to be more appropriate in satisfying the needs of the school and park districts planned to serve the proposed subdivision. The applicant has provided the required payment in the amount of $257,320.72.

Subdivision Improvement Agreement (SIA):

Per Section 5-02-05 of the County's Development Standards and Regulations, a subdivision improvement agreement is required with a final plat. The SIA allows for construction of infrastructure, such as public streets, curbs, gutters, sidewalks, and storm sewers to be constructed on the property. All streets and sidewalks in the development are proposed to be public and constructed to local street standards.

Future Land Use Designation:

The future land use designation on the property is urban residential. Per Chapter 5 of the County's Comprehensive Plan, the urban residential areas are those designated for single and multiple family housing, typically at urban densities of one dwelling per acre or greater. The urban residential areas are intended to provide for development of residential neighborhoods with a variety of housing types, with adequate urban services and transportation facilities. The subject request consists of approximately 2.8 dwelling units per acre and conforms to the goals of the Comprehensive Plan to provide higher density housing near urban services and transportation.. The development has access on East 24th, 25th, and 26th Avenues, as well as East 26th Place. All of these streets are adequate to support the development. .

The subject property is also located in the County's Strasburg Plan. The plan was adopted to encourage higher-density development within Strasburg, while limiting the density of the surrounding area. The plan shows projected growth of Strasburg to be between 10,000-12,000 residents and recommends maintaining a small town agricultural character of the community. Per the Plan, Adams County portions of Strasburg should limit residential estate development to a density of less than one dwelling unit per acre. The proposed density for the subject request is greater than one dwelling unit per acre and consistent with the plan. In addition, the proposed

preliminary plat conforms to both the Comprehensive Plan and the Strasburg Plan. Both of these plans designate the subject site for residential uses.

Surrounding Zoning Designations and Existing Use Activity:

Northwest A-3 Vacant	**North** A-2 Vacant	**Northeast** R-1-C Single-Family Residential
West A-3 Vacant	**Subject Property** R-1-C Single-Family Residential	**East** R-1-C Single-Family Residential
Southwest R-1-C Vacant	**South** R-1-C Vacant	**Southeast** R-1-C Single-Family Residential

Compatibility with the Surrounding Land Uses:

A majority of the properties to the east and south of the proposed development are developed as single-family residential, and are within the same (Blackstone Ranch) subdivision. The proposed request for a final plat to develop single-family dwellings is consistent with the majority of the surrounding uses.

Staff Recommendations:

Based upon the application, the criteria for approval of a final plat, and recent site visit, staff recommends approval of this request with 7 findings-of-fact, 1 condition, and 1 note.

RECOMMENDED FINDINGS-OF-FACT

Major Subdivision (Final Plat):

1. The final plat is consistent and conforms to the approved preliminary plat.
2. The final plat is in conformance with the subdivision design standards.
3. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
4. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
5. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.

6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

Recommended Conditions of Approval:

1. Prior to the approval of any building permit, the applicant shall provide a landscape plan showing right-of-way landscaping that conforms to Section 5-03-05-02 of the Adams County Development Standards and Regulations.

Recommended Note to the Applicant:

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.

PUBLIC COMMENTS

Number of Notices Mailed (1000 Feet)	Number of Public Comments Received by Staff
73	2

Seventy-three (73) notices were mailed to all property owners and residents within 1,000 feet of the request. As of writing this report, staff has received two letters from nearby residents expressing concerns with the request. The main concerns expressed are limited availability of water to support the proposed development. County staff informed the State Division of Water Resources of the residents' concerns, and was informed by the State that the applicant has demonstrated the ability to provide the required 300-year water supply to support the development.

COUNTY AGENCY COMMENTS

Adams County staff reviewed the subject request and determined the proposed final plat complies with the subdivision design standards outlined in Section 5-03 of the Development Standards and Regulations. All lot configurations proposed conforms to lot dimensions in the R-1-C zone district. Evidence of the ability to provide adequate water and sewage facilitates have also been provided.

REFERRAL AGENCY COMMENTS

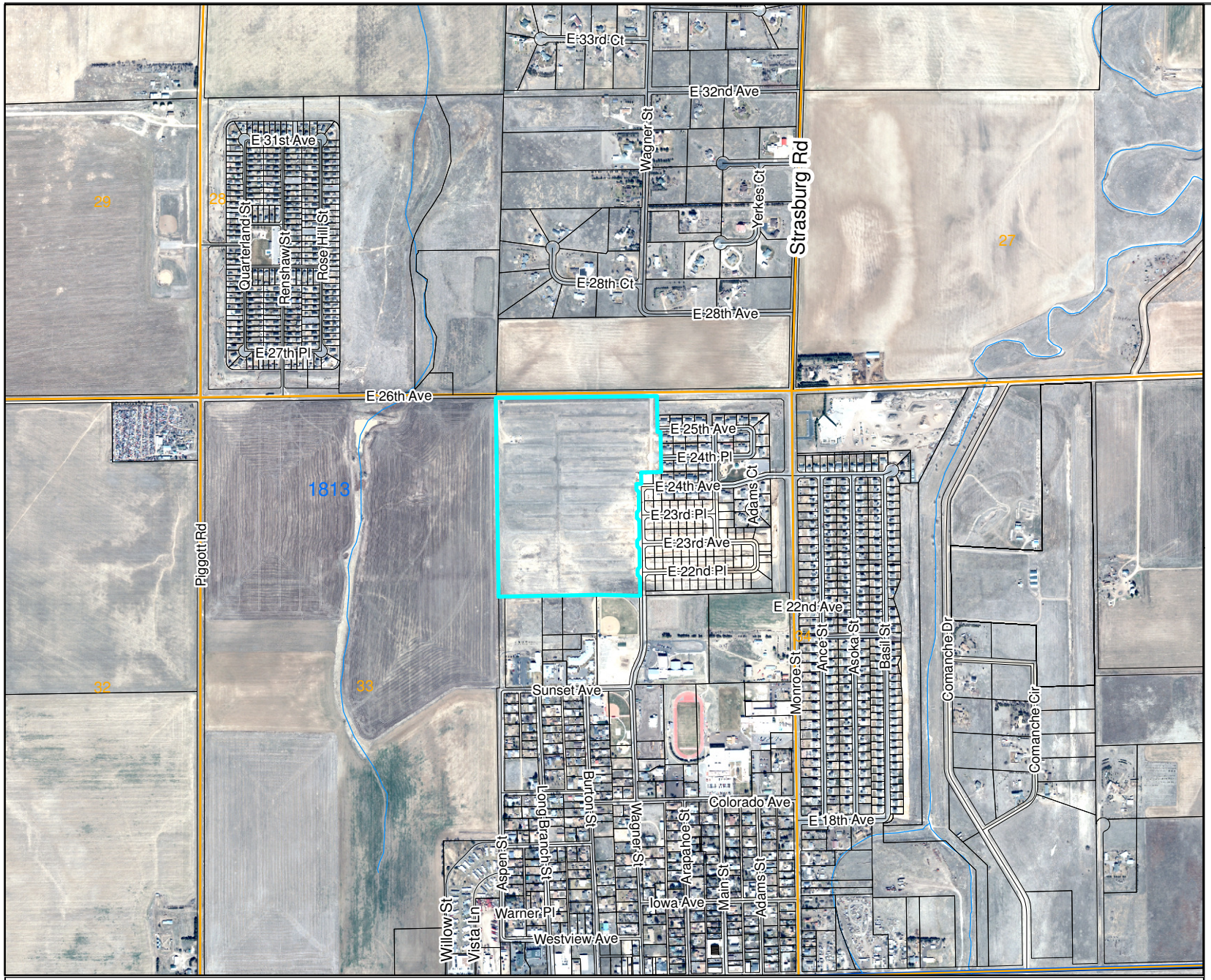
Strasburg Sanitation and Water District reviewed the request and noted that the Planning Commission should carefully review the ability for Eastern Adams County Metropolitan District's ability to serve the development. The Colorado Division of Water Resources also reviewed the subject request and stated a commitment from the Eastern Adams County Metropolitan District is on file for adequate supply of services to the development.

Responding with Concerns:
Strasburg Water & Sanitation District

Responding without Concerns:
Colorado Division of Water Resources
Colorado Geological Survey
Intermountain Rural Electric Association (IREA)
Strasburg Fire Protection District #8
Strasburg Parks & Recreation District
Tri-County Health Department
Xcel Energy

Notified but not Responding / Considered a Favorable Response:
CDOT
Colorado Division of Wildlife
Comcast
Qwest Communications
Strasburg School District 31J
US Post Office

Exhibit 2.1 Aerial Map



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Blackstone Ranch, Filing 3A

PLT2018-00009

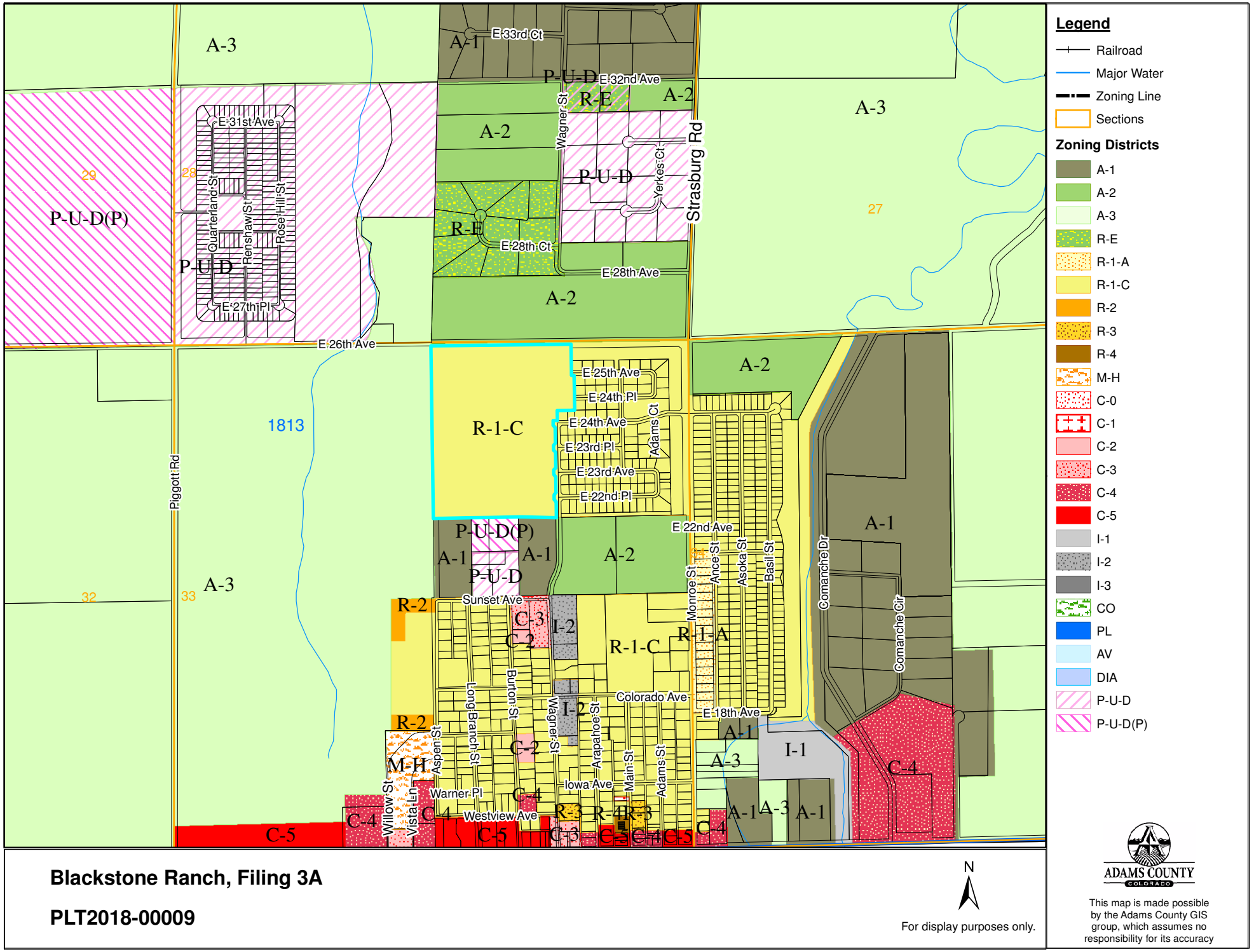
N

For display purposes only.

ADAMS COUNTY COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Exhibit 2.2 Zoning Map



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)

Blackstone Ranch, Filing 3A

PLT2018-00009

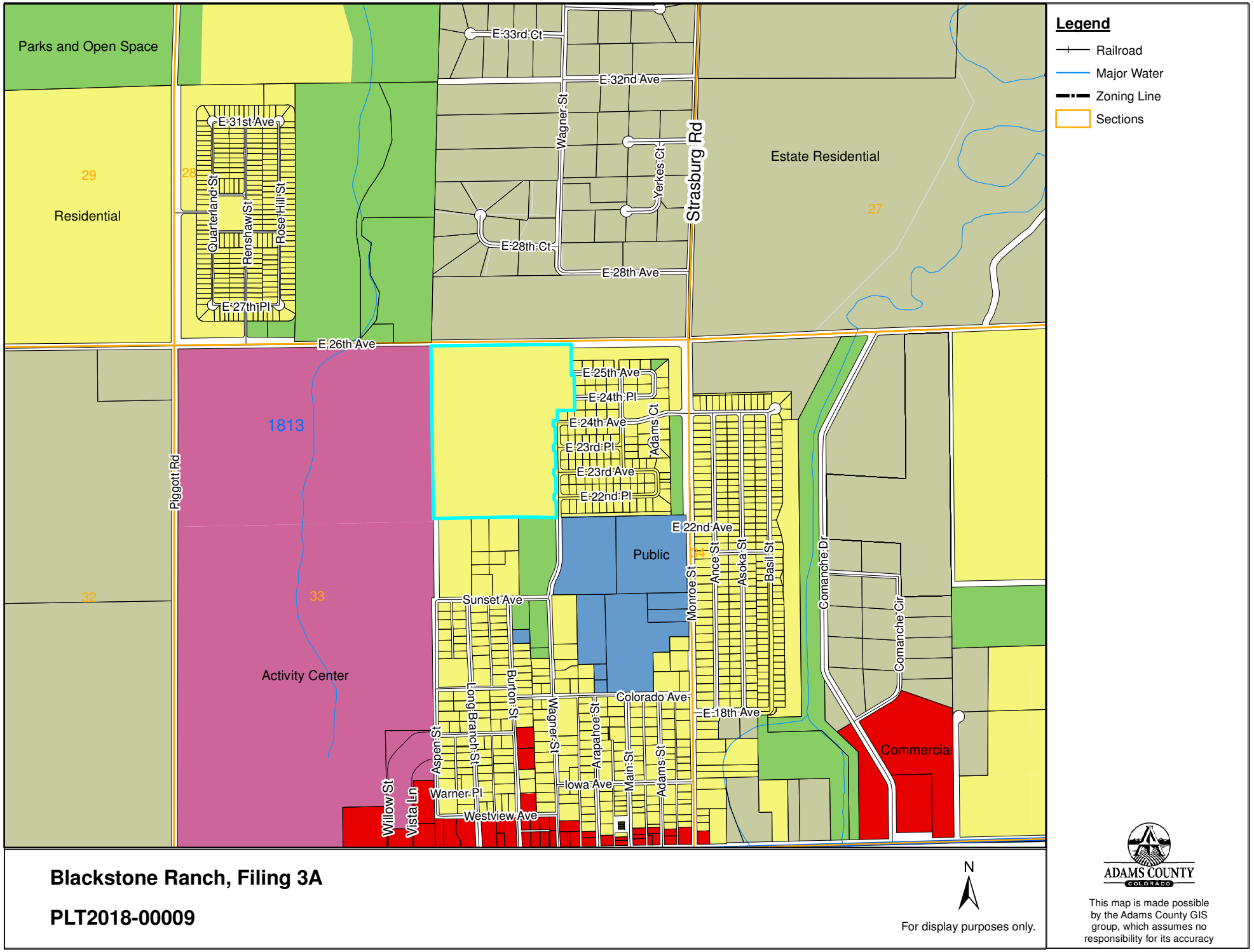
N

For display purposes only.

ADAMS COUNTY COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

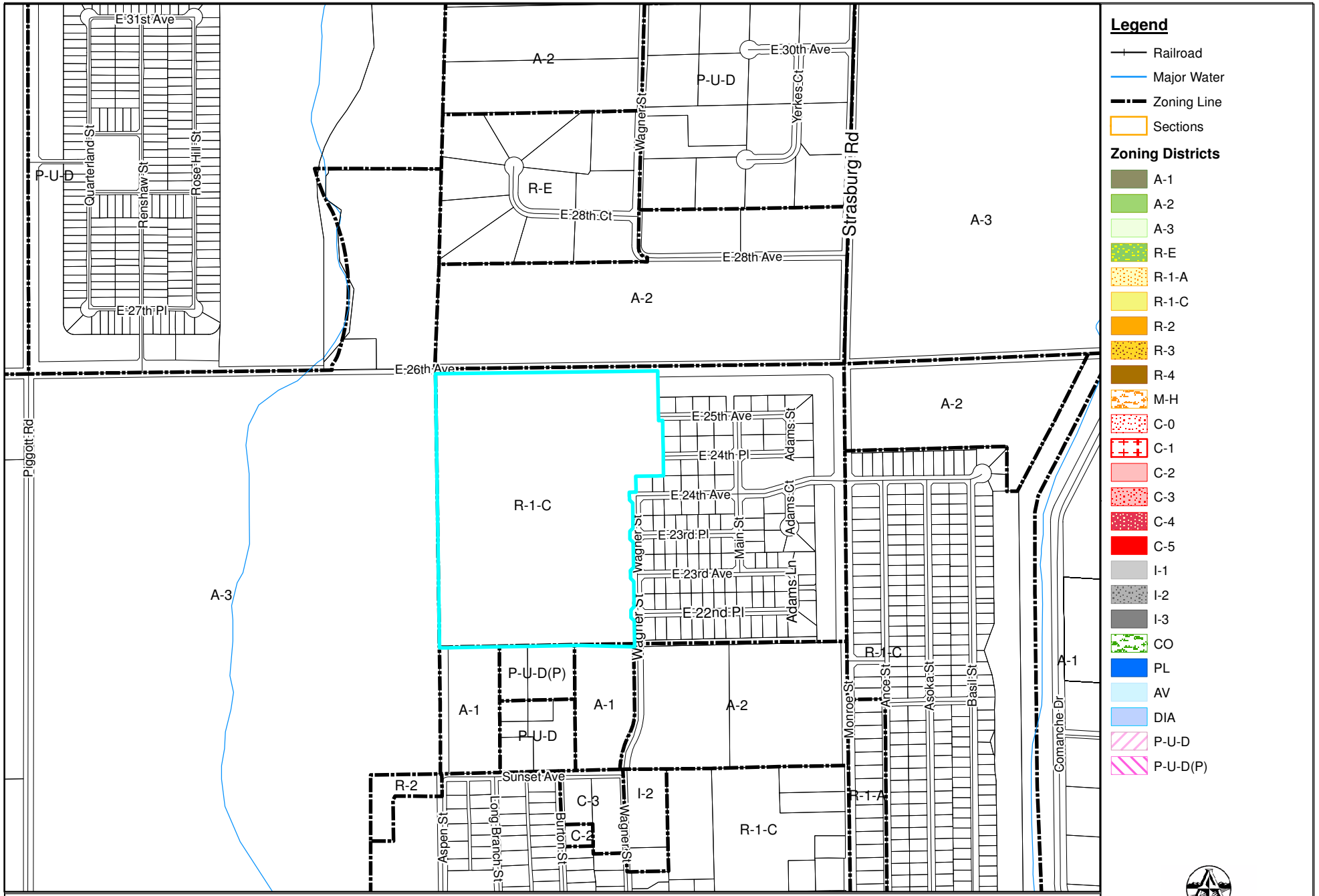
Exhibit 2.3 Future Land Use Map



Blackstone Ranch, Filing 3A

PLT2018-00009

Exhibit 2.4 Simple Map



Blackstone Ranch, Filing 3-A Final Plat

PLT2018-00009

N

For display purposes only.

ADAMS COUNTY COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Explanation of the Request

Blackstone Ranch is a subdivision in Strasburg, located to the South of 26th Avenue and to the West of Strasburg Mile Road. A preliminary plat was approved for the entirety of Blackstone Ranch in 2004, and a final plat for Blackstone Ranch Filing No. 1 was approved in 2006. After the County determined that the preliminary plat had expired, Pauls Development East obtained approval of a preliminary plat for Blackstone Ranch Filing No. 2 in 2015, followed by final plat approvals for Blackstone Ranch Filing No. 2-A and Blackstone Ranch Filing No. 2-B in 2016. The preliminary plat for Filing No. 3 was approved by the Board of County Commissioners on November 14, 2017.

This request is for final plat approval of 88 new lots within a portion of the area subject to the preliminary plat for Filing No. 3, located generally to the West of Filing No. 1, to be known as Blackstone Ranch Filing No. 3 ("BSR 3"). The area and dimensions of the 88 lots are compliant with the requirements of the R-1-C zone district in which the Subject Property is located. BSR 3 offers a variety of lot sizes.

The layout of BSR 3 is in full compliance with the Adams County Development Standards and Regulations. The proposed Final Plat for BSR 3 meets the criteria for approval as follows:

1. *The final plat is consistent and conforms to the approved preliminary plat.*

The proposed final plat is consistent with and conforms to the preliminary plat.

2. *The final plat is in conformance with the subdivision design standards.*

The proposed final plat is in conformance with the subdivision design standards:

- The subdivision design considers the comprehensive plan, zoning, and the area's character.
- It is an appropriate and context-sensitive expansion of the existing Blackstone Ranch neighborhood within Strasburg.
- It is compatible with adjacent land uses.
- It preserves the natural terrain, drainage, and topsoil to the extent possible, consistent with the need to comply with applicable stormwater drainage requirements. There are no trees, wildlife habitat, or fisheries on the Subject Property.
- There are no hazardous conditions or water hazards on the Subject Property or that affect the Subject Property.
- Noise abatement from roadways and railroads is not necessary.
- There is no encroachment into floodplains.
- The Subject Property is not affected by high groundwater.
- Lots are appropriately designed and configured and are accessed by roads that will be dedicated to the County.
- Drainage is designed according to County standards.

- Landscaping is planned according to County standards.
- Roads conform to the County transportation plan and County engineering standards, and external connections and internal circulation are appropriate.
- Non-vehicular facilities are provided, with future connections to adjacent development as shown in the preliminary plat.
- Required open space is provided.

3. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.

A "will-serve" letter from East Adams County Metropolitan District is included with the application materials.

4. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence that the system complies with state and local laws and regulations.

A "will-serve" letter from East Adams County Metropolitan District is included with the application materials.

5. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.

There are no known hazardous conditions on the Subject Property. Prior to the issuance of building permits, Pauls will complete lot-specific geotechnical investigations.

6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.

Adequate drainage facilities are planned for BSR 3. Drainage plans have been approved by the County.

7. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

- The 88 proposed lots will create demand for 2.904 acres of park land: 1.76 acres for neighborhood parks and 1.144 acres for regional parks.

  - The applicant will provide cash-in-lieu for regional parks that serve the proposed development in the amount of $42,199.87, based on a calculated need for 1.144 acres of land for regional parks (0.013 acres / unit x 88 units).

  - The applicant will provide cash-in-lieu for school sites that serve the proposed development in the amount of $150,190.97, based on a calculated need for 4.07154 acres of land for schools (0.0462675 acres per unit x 88 units).

- The application includes a fire protection report that has been submitted to the Strasburg Fire Protection District.

- The proposed development of BSR 3 is anticipated to generate a total of 288 students (in public elementary, middle, and high schools). The Strasburg School District has capacity for the new students in Strasburg Elementary School, Hemphill Middle School, and Strasburg High School, all of which are within walking distance to the South of the proposed development.[1]

- Will-serve letters for all utility providers (including water and sewer) are included with this application.

The remaining required facilities and infrastructure are covered by the subdivision improvements agreement ("SIA").

[1] Strasburg Elementary School and Strasburg High School are located at 56729 E Colorado Ave, Strasburg, CO 80136. Hemphill Middle School is located at 2100 Wagner Street, Strasburg, CO 80136.

BLACKSTONE RANCH FILING NO. 3

CASE NO.
PLT2018-00009

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 6

OWNERSHIP AND DEDICATION CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE OWNERS OF A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33, WHENCE THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 BEARS SOUTH 89°17'10" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG SAID NORTH LINE, SOUTH 89°17'10" WEST, A DISTANCE OF 1190.71 FEET TO THE NORTHWEST CORNER OF BLACKSTONE RANCH FILING NO. 1, AS RECORDED AT RECEPTION NUMBER 20060607000583540 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID ADAMS COUNTY AND THE **POINT OF BEGINNING;**

THENCE ALONG THE WESTERLY BOUNDARY OF SAID BLACKSTONE RANCH FILING NO. 1, THE FOLLOWING THREE (3) COURSES:

1) SOUTH 00°42'50" EAST, A DISTANCE OF 351.07 FEET;

2) NORTH 89°17'10" EAST, A DISTANCE OF 26.38 FEET;

3) SOUTH 00°42'50" EAST, A DISTANCE OF 353.00 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, BLACKSTONE RANCH FILING NO. 2-A, AS RECORDED AT RECEPTION NUMBER 2016000035452 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID BLACKSTONE RANCH FILING NO. 2-A, THE FOLLOWING SIX (6) COURSES:

1) SOUTH 89°17'10" WEST, A DISTANCE OF 178.32 FEET;

2) SOUTH 00°42'50" EAST, A DISTANCE OF 101.00 FEET;

3) SOUTH 89°17'10" WEST, A DISTANCE OF 43.19 FEET;

4) SOUTH 00°42'50" EAST, A DISTANCE OF 50.00 FEET;

5) SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;

6) SOUTH 00°27'21" EAST, A DISTANCE OF 81.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°17'10" WEST, A DISTANCE OF 1046.11 FEET;

THENCE SOUTH 00°50'07" EAST, A DISTANCE OF 45.00 FEET;

THENCE SOUTH 89°17'10" WEST, A DISTANCE OF 169.41 FEET TO A LINE 40.00 FEET EAST AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 33;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00°16'13" EAST, A DISTANCE OF 801.54 FEET TO THE NORTH LINE OF ASPEN STREET AS DESCRIBED IN RECEPTION NUMBER C0987100;

THENCE ALONG SAID NORTH LINE SOUTH 89°02'41" WEST, A DISTANCE OF 40.00 FEET TO SAID WEST LINE;

THENCE ALONG SAID WEST LINE, NORTH 00°16'13" WEST, A DISTANCE OF 1802.81 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, NORTH 89°17'10" EAST, A DISTANCE OF 1423.25 FEET TO THE **POINT OF BEGINNING,**

CONTAINING AN AREA OF 31.498 ACRES, (1372044 SQUARE FEET), MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, STREETS, TRACTS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF **BLACKSTONE RANCH FILING NO. 3** AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, THE STREETS AND OTHER PUBLIC WAYS AND LANDS HEREON SHOWN, AND THE EASEMENTS AS SHOWN, FOR PUBLIC UTILITY, CABLE TV AND DETENTION POND AREAS, FLOODWAY AND FLOODPLAIN LIMITS, DRAINAGE AND OTHER PUBLIC PURPOSES AS DETERMINED BY THE COUNTY OF ADAMS.

LIENHOLDER CERTIFICATE:

THE UNDERSIGNED HEREBY CONSENTS TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASES THE SAME FROM THE ENCUMBRANCES RECORDED AT RECEPTION NUMBERS 2016000011126, 2016000011127, 2016000011128, AND 2016000011129 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

BY: INTERNATIONAL BANK

BY: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING LIENHOLDER CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____,

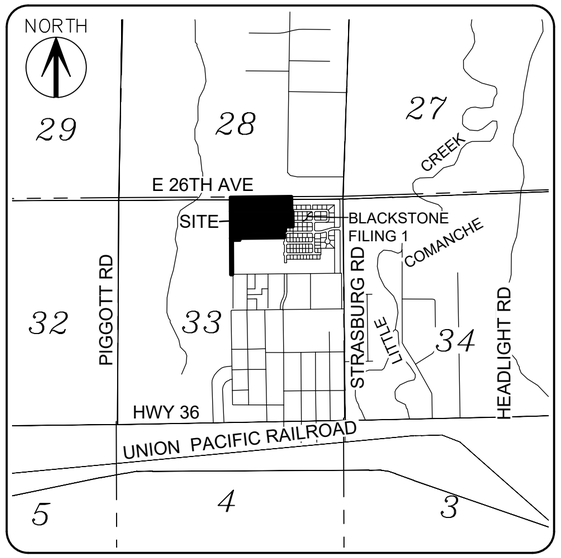
2016, BY _____ AS _____ OF INTERNATIONAL BANK.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY ADDRESS IS: _____



VICINITY MAP
1"=2500'

TRACT SUMMARY CHART

TYPE	AREA (SF)	AREA (AC)	USE	OWNED BY	MAINTAINED BY
TRACT A	4,043	0.093	D & U	H.O.A.	H.O.A.
TRACT B	8,080	0.185	D & U	H.O.A.	H.O.A.
TRACT C	8,080	0.185	D & U	H.O.A.	H.O.A.
TRACT D	4,040	0.093	D & U	H.O.A.	H.O.A.
TRACT G	4,043	0.093	D & U	H.O.A.	H.O.A.
TRACT H	8,080	0.185	D & U	H.O.A.	H.O.A.
TRACT I	179,959	4.131	D & U	H.O.A.	H.O.A.
TRACT K	2,171	0.050	D & U	H.O.A.	H.O.A.
TRACT L	2,442	0.056	D & U	H.O.A.	H.O.A.

D & U = DRAINAGE AND UTILITIES

H.O.A. = BLACKSTONE RANCH HOMEOWNERS ASSOCIATION

EXECUTED THIS _____ DAY OF _____ A.D., 20__,

BY: PAULSCORP, LLC, A DELAWARE LIMITED LIABILITY COMPANY

_____ AS _____
NAME TITLE

ACKNOWLEDGEMENT

STATE OF COLORADO)
)SS
COUNTY OF _____)

THE FOREGOING OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 20____, BY _____ AS AUTHORIZED SIGNATORY FOR PAULSCORP, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY ADDRESS IS: _____

NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 33 BY A 2" IRON PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED "ALPHA ENG. CO LS 12330 1986" IN MONUMENT BOX, AND AT THE NORTH QUARTER CORNER OF SAID SECTION 33 BY A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED "CR MOORE LAND SURVEYING PLS 10945". SAID LINE IS ASSUMED TO BEAR SOUTH 89°17'10" WEST.
2. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS.
3. ANY PERSON WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY PUBLIC LAND SURVEY MONUMENT, AS DEFINED BY SECTION 38-53-103 (18), C.R.S., OR CONTROL CORNER, AS DEFINED IN SECTION 38-53-103 (6), C.R.S., OR A RESTORATION OF ANY SUCH MONUMENT OR WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY BEARING TREE KNOWING SUCH IS A BEARING TREE OR OTHER ACCESSORY, AS DEFINED BY SECTION 38-53-103 (1), C.R.S., EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT OR ACCESSORY IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT OR ACCESSORY REMOVED AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S.
4. AZTEC CONSULTANTS, INC. HAS RELIED UPON THE PROPERTY INFORMATION (XXXXXXXXXXXXXXXXXXXXXXXXXXX) FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHTS-OF-WAY ACROSS THESE PREMISES. THIS SURVEY AND PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR APPLICABLE EASEMENTS AND RIGHTS-OF-WAY.
5. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
6. BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 08001C0739H WITH AN EFFECTIVE DATE OF MARCH 5, 2007 AND MAP NO. 08001C1002H WITH AN EFFECTIVE DATE OF MARCH 5, 2007 THE SUBJECT PROPERTY LIES WITHIN ZONE X, BEING DEFINED AS "OTHER AREAS ... DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD".
7. ALL LOTS ARE SUBJECT TO THE FOLLOWING UTILITY EASEMENTS: TEN (10) FEET ALONG REAR LOT LINES; FIVE (5) FEET ALONG SIDE LOT LINES; TEN (10) FEET WIDE ALONG FRONT LOT AND TRACT LINES ADJACENT TO PUBLIC STREETS; OTHER UTILITY EASEMENTS ARE AS SHOWN HEREON.
8. SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING CONSTRUCTION.
9. ALL INTERNAL ROADS AND DRAINAGE FACILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH STREET CONSTRUCTION PLANS, PAVEMENT DESIGN, GRADING & EROSION CONTROL PLAN, AND A FINAL DRAINAGE PLAN SUBMITTED TO AND APPROVED BY ADAMS COUNTY.
10. NOTICE IS GIVEN THAT THIS SUBDIVISION WILL BE SUBJECT TO RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. ADAMS COUNTY IS NOT RESPONSIBLE FOR ENFORCEMENT OF THESE RECORDED COVENANTS, CONDITIONS, AND RESTRICTIONS THAT MAY BE FILED AGAINST THIS SUBDIVISION PLAT.
11. THIS PLAN HAS BEEN APPROVED BY ADAMS COUNTY AND CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. 24-68-101, ET SEQ., AS AMENDED, AND THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS.
12. THE APPROVED STORMWATER OPERATIONS AND MAINTENANCE MANUAL IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER _____

SURVEYOR'S CERTIFICATE

I, SHAUN D. LEE, A DULY LICENSED PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN.

FOR REVIEW

SHAUN D. LEE
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S. 38158
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO. 80122
(303) 713-1898

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

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, A.D., 20__,

_____
CHAIR

CLERK AND RECORDER'S CERTIFICATE

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, AT _____M. ON THE _____ DAY OF _____A.D., 20__,

_____ RECEPTION NO. _____,
COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

RECEPTION NO. _____

AzTec Consultants, Inc.
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Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 48117-40

DATE OF PREPARATION:	2017-11-22
SCALE:	N/A
SHEET 1 OF 6	

NO.	REVISION	DATE	BY	CHK
3				
2				
1				

BLACKSTONE RANCH FILING NO. 3

CASE NO.
PLT2018-00009

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

POINT OF COMMENCEMENT
NORTHEAST CORNER SECTION 33, T3S, R62W
RECOVERED 2" ID PIPE WITH 3-1/4" ALUMINUM
CAP STAMPED "ALPHA ENG. CO LS 12330 1986"
IN MONUMENT BOX

NORTH QUARTER CORNER
SECTION 33, T3S, R62W
RECOVERED NO. 6 REBAR
WITH 2-1/2" ALUMINUM
CAP STAMPED "CR MOORE LAND
SURVEYING PLS 10945"

POINT OF BEGINNING

(BASIS OF BEARINGS) S89°17'10"W 2613.96'
S89°17'10"W 1190.71' NORTH LINE OF NE 1/4 SECTION 33, T3S, R62W

E. 26TH AVENUE (60' WIDE RIGHT-OF-WAY)
N89°17'10"E 1423.25'
N89°17'10"E 700.00'
N89°17'10"E 723.25'
(70' WIDE RIGHT-OF-WAY DEDICATED BY THIS PLAT)
30' 40'

E. 26TH AVENUE (70' WIDE RIGHT-OF-WAY) REC. NO. 2006060700058354O

TRACT I

S00°42'50"E 351.07'

TRACT A BLACKSTONE RANCH FILING NO. 1 REC. NO. 2006060700058354O

BLOCK 5 BLACKSTONE RANCH FILING NO. 1 REC. NO. 2006060700058354O

L1

E. 25TH AVENUE (50' WIDE RIGHT-OF-WAY) REC. NO. 2006060700058354O

E. 25TH AVENUE

S00°42'50"E 353.00'

BLOCK 4 BLACKSTONE RANCH FILING NO. 1 REC. NO. 2006060700058354O

MAIN STREET (50' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. 2006060700058354O

E. 24TH PLACE (50' WIDE RIGHT-OF-WAY) REC. NO. 2006060700058354O

E. 24TH PLACE

BLOCK 3 BLACKSTONE RANCH FILING NO. 1 REC. NO. 2006060700058354O

BLOCK 1 BLACKSTONE RANCH FILING NO. 2-A REC. NO. 2016000035452

L2 L3 L4 L5 L6 L7

E. 24TH AVENUE (50' PUBLIC WIDE RIGHT-OF-WAY) REC. NO. 2016000035452

E. 24TH AVENUE (50' WIDE RIGHT-OF-WAY) REC. NO. 2006060700058354O

BLOCK 2 BLACKSTONE RANCH FILING NO. 2-A REC. NO. 2016000035452

E. 23RD PLACE (50' PUBLIC WIDE RIGHT-OF-WAY) REC. NO. 2016000035452

WAGNER STREET (50' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. 2016000035452

BLOCK 3 BLACKSTONE RANCH FILING NO. 2-A REC. NO. 2016000035452

MAIN STREET (50' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. 2016000035452

E. 23RD AVENUE (50' PUBLIC WIDE RIGHT-OF-WAY) REC. NO. 2016000035452

BLOCK 5 BLACKSTONE RANCH FILING NO. 2-A REC. NO. 2016000035452

E. 22ND PLACE (50' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. 2016000045767

WAGNER STREET (50' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. 2016000045767

BLOCK 1 BLACKSTONE RANCH FILING NO. 2-B REC. NO. 2016000045767

TRACT A

STRASBURG ROAD (110' WIDE RIGHT-OF-WAY) REC. NO. 2006060700083540

EAST LINE OF NE 1/4 SECTION 33, T3S, R62W

E. 25TH AVENUE
N89°17'10"E 1423.25'
(70' WIDE RIGHT-OF-WAY DEDICATED BY THIS PLAT)

TRACT K (40' WIDE RIGHT-OF-WAY DEDICATED BY THIS PLAT)

ASPEN STREET

TRACT A | TRACT B | TRACT C | TRACT D | TRACT G | TRACT H

TROUT ROAD

E. 24TH AVENUE

TRACT L (40' WIDE RIGHT-OF-WAY DEDICATED BY THIS PLAT)

WEST LINE OF NE 1/4 SECTION 33, T3S, R62W
S00°16'13"E 2594.87'

N00°16'13"W 1802.81'
N00°16'12"W 802.21'
S00°16'13"E 801.54'

S89°17'10"W 1046.11'

S89°17'10"W 169.41'

L8

L9

NE 1/4 SEC. 33, T.3S., R.62W., SIXTH P.M.

UNPLATTED

UNPLATTED

0' 75' 150' 300'
SCALE: 1" = 150'

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

ASPEN STREET (60' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. C0987100

N00°16'13"W 792.06' (TIE)

CENTER QUARTER CORNER
SECTION 33, T3S, R62W
RECOVERED NO. 5 REBAR
WITH 2" ALUMINUM CAP STAMPED
"FUTURA ENG LS 13487 1997"

LOT 1 ENGLEBRECHT SUBDIVISION FILING NO. 1 REC. NO. C0987100

LOT 5 ENGLEBRECHT SUBDIVISION FILING NO. 1 REC. NO. C0987100

LOT 6 ENGLEBRECHT SUBDIVISION FILING NO. 1 REC. NO. C0987100

LOT 9 ENGLEBRECHT SUBDIVISION FILING NO. 1 REC. NO. C0987100

WAGNER STREET (60' WIDE PUBLIC RIGHT-OF-WAY) REC. NO. C0987100

LOT 10 ENGLEBRECHT SUBDIVISION FILING NO. 1 REC. NO. C0987100

LOT 11 ENGLEBRECHT SUBDIVISION FILING NO. 1 REC. NO. C0987100

LAND SUMMARY CHART

TYPE	AREA (SF)	AREA (AC)
LOTS (88)	765,661	17.577
ROW (PUBLIC)	352,269	8.087
TRACTS (9)	220,918	5.071
TOTALS	1,338,848	30.735

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°17'10"E	26.38'
L2	S89°17'10"W	178.32'
L3	S00°42'50"E	101.00'
L4	S89°17'10"W	43.19'
L5	S00°42'50"E	50.00'
L6	S45°35'06"E	28.22'
L7	S00°27'21"E	81.00'
L8	S00°50'07"E	45.00'
L9	S89°02'41"W	40.00'

LEGEND

- FOUND SECTION CORNER
- 1 SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- 1 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- 2 FOUND NO. 5 REBAR NO CAP – BENT SOUTH
- 3 FOUND NO. 5 REBAR NO CAP – BENT WEST
- 4 FOUND 1" BRASS TAG & NAIL IN SIDEWALK STAMPED "AZTEC LS 38449"
- 5 FOUND MAG NAIL IN ASPHALT – NO TAG
- U.E. UTILITY EASEMENT

LOT ADDRESS TABLE

Block 1	
Lot 1	2455
Lot 2	2475
Lot 3	2495
Lot 4	56115
Lot 5	56135
Lot 6	56155
Lot 7	56185
Lot 8	56205
Lot 9	56255
Lot 10	56295
Lot 11	56305
Lot 12	56345
Lot 13	56375
Lot 14	56415
Lot 15	56435
Lot 16	56465
Lot 17	56495
Lot 18	56525

Block 2	
Lot 1	56130
Lot 2	56180
Lot 3	56200
Lot 4	56260
Lot 5	56290
Lot 6	56300
Lot 7	56340
Lot 8	56370
Lot 9	56410
Lot 10	56430
Lot 11	56460
Lot 12	56480
Lot 13	56510
Lot 14	56530
Lot 15	56533
Lot 16	56513
Lot 17	56483
Lot 18	56463
Lot 19	56433
Lot 20	56413
Lot 21	56373
Lot 22	56343
Lot 23	56303
Lot 24	56293
Lot 25	56263
Lot 26	56203
Lot 27	56183
Lot 28	56133

Block 3	
Lot 1	56138
Lot 2	56188
Lot 3	56208
Lot 4	56268
Lot 5	56298
Lot 6	56308
Lot 7	56348
Lot 8	56378
Lot 9	56418
Lot 10	56438
Lot 11	56468
Lot 12	56488
Lot 13	56518
Lot 14	56538
Lot 15	56481
Lot 16	56461
Lot 17	56431
Lot 18	56411
Lot 19	56371
Lot 20	56341
Lot 21	56301
Lot 22	56291
Lot 23	56261
Lot 24	56201
Lot 25	56181
Lot 26	56131

Block 4	
Lot 1	56134
Lot 2	56184
Lot 3	56204
Lot 4	56274
Lot 5	56294
Lot 6	56314
Lot 7	56354
Lot 8	56394
Lot 9	56424
Lot 10	56444
Lot 11	56474

Block 7	
Lot 1	2425
Lot 2	2415
Lot 3	2405
Lot 4	2395
Lot 5	2375

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AzTec Proj. No.: 48117-40

DATE OF PREPARATION:	2017-11-22
SCALE:	1"=150'
SHEET 2 OF 6	

BLACKSTONE RANCH FILING NO. 3

CASE NO.
PLT2018-00009

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 6

KEY MAP

LEGEND

- FOUND SECTION CORNER
- 1 SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- 1 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- 2 FOUND NO. 5 REBAR NO CAP – BENT SOUTH
- 3 FOUND NO. 5 REBAR NO CAP – BENT WEST
- 4 FOUND 1" BRASS TAG & NAIL IN SIDEWALK STAMPED "AZTEC LS 38449"
- 5 FOUND MAG NAIL IN ASPHALT – NO TAG
- U.E. UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L10	N45°29'18"W	28.18'
L11	S45°29'18"E	31.63'
L12	S44°13'31"W	28.25'
L13	N57°27'27"W	25.00'
L14	S39°08'47"E	11.49'
L15	S44°13'31"W	28.25'
L16	S45°46'29"E	28.31'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°26'38"	43.00'	67.88'
C2	90°07'16"	43.00'	67.64'
C3	6°35'06"	68.00'	7.82'

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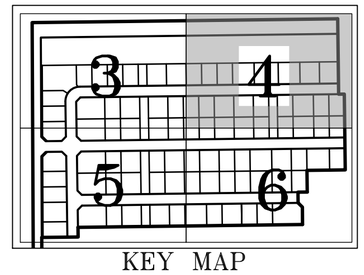
DATE OF PREPARATION:	2017-11-22
SCALE:	1"=50'
SHEET 3 OF 6	

BLACKSTONE RANCH FILING NO. 3

CASE NO.
PLT2018-00009

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 4 OF 6



KEY MAP

E. 26TH AVENUE

N89°17'10"E 1423.25'

N89°17'10"E 723.25'

30'
70'
40'

(70' WIDE PUBLIC ROW DEDICATED BY THIS PLAT)

70.00'

2006060700058354

N89°17'10"E 1383.79'

15' U.E.

SEE SHEET 3 OF 6

TRACT I
179,959 SF
4.131 AC

NE 1/4 SEC. 33, T.3S., R.62W., SIXTH P.M.

130.00'

S00°42'50"E 351.07'

S89°17'10"W 1384.80'

72.00'	72.00'	72.00'	101.00'	72.00'	40.00'	101.00'	91.00'	88.07'									
11 7,277 SF 0.167 AC	12 7,277 SF 0.167 AC	13 7,277 SF 0.167 AC	14 10,208 SF 0.234 AC	15 7,277 SF 0.167 AC	TRACT G 4,043 SF 0.093 AC	16 10,208 SF 0.234 AC	17 9,197 SF 0.211 AC	18 8,890 SF 0.204 AC									
5' U.E. (TYPICAL)			10' U.E.	5' U.E. (TYPICAL)			10' U.E.	5' U.E. (TYPICAL)									
72.00'	72.00'	72.00'	101.00'	72.00'	40.00'	101.00'	91.00'	87.86'									

-101.07'-

1

BLOCK 5 BLACKSTONE RANCH FILING NO. 1 REC. NO. 2006060700058354

N89°17'10"E 26.38'

E. 25TH AVENUE
(50' WIDE RIGHT-OF-WAY)
REC. NO. 2006060700058354

E. 25TH AVENUE
S89°17'10"W 1204.93' (50' WIDE PUBLIC ROW)

72.00'	72.00'	91.00'	91.00'	72.00'	40.00'	72.00'	96.00'	72.00'	72.06								
6 7,272 SF 0.167 AC	7 7,272 SF 0.167 AC	8 9,191 SF 0.211 AC	9 9,191 SF 0.211 AC	10 7,272 SF 0.167 AC	TRACT H 8,080 SF 0.185 AC	11 7,272 SF 0.167 AC	12 9,696 SF 0.223 AC	13 7,272 SF 0.167 AC	14 7,297 SF 0.168 AC								
		10' U.E.	5' U.E. (TYPICAL)				10' U.E.										
S89°17'10"W	S89°17'10"W	S89°17'10"W	S89°17'10"W	S89°17'10"W	202.00'	S89°17'10"W	S89°17'10"W	S89°17'10"W	S89°17'10"W								
72.00'	72.00'	91.00'	91.00'	72.00'		72.00'	96.00'	72.00'	72.14'								
23 7,272 SF 0.167 AC	22 7,272 SF 0.167 AC	21 9,191 SF 0.211 AC	20 9,191 SF 0.211 AC	19 7,272 SF 0.167 AC		18 7,272 SF 0.167 AC	17 9,696 SF 0.223 AC	16 7,272 SF 0.167 AC	15 7,275 SF 0.167 AC								
10' U.E.				5' U.E. (TYPICAL)				5' U.E. (TYPICAL)	10' U.E.								
5' U.E. (TYPICAL)																	
72.00'	72.00'	91.00'	91.00'	72.00'	40.00'	72.00'	96.00'	72.00'	71.92'								

S00°42'50"E 353.00'

5

BLOCK 4 BLACKSTONE RANCH FILING NO. 1 REC. NO. 2006060700058354

4

E. 24TH PLACE
(50' WIDE RIGHT-OF-WAY)
REC. NO. 2006060700058354

E. 24TH PLACE
S89°17'10"W 1273.87' (50' WIDE PUBLIC ROW)

72.00' | 91.00' | 72.00' | 72.00' | 101.00' | 91.00' | 72.50' | 105.50' | 72.82'

LEGEND

- FOUND SECTION CORNER
- 1 SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- 1 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- 2 FOUND NO. 5 REBAR NO CAP – BENT SOUTH
- 3 FOUND NO. 5 REBAR NO CAP – BENT WEST
- 4 FOUND 1" BRASS TAG & NAIL IN SIDEWALK STAMPED "AZTEC LS 38449"
- 5 FOUND MAG NAIL IN ASPHALT – NO TAG
- U.E. UTILITY EASEMENT

0' 25' 50' 100'
SCALE: 1" = 50'

FOR REVIEW

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

SEE SHEET 6 OF 6

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DATE OF PREPARATION:	2017-11-22
SCALE:	1"=50'
SHEET 4 OF 6	

BLACKSTONE RANCH FILING NO. 3

CASE NO.
PLT2018-00009

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 5 OF 6

SEE SHEET 3 OF 6

LEGEND

- FOUND SECTION CORNER
- 1 SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
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U.E. UTILITY EASEMENT

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°26'38"	43.00'	67.88'

LINE TABLE		
LINE	BEARING	LENGTH
L10	N45°29'18"W	28.18'
L11	S45°29'18"E	31.63'
L12	S44°13'31"W	28.25'
L16	S45°46'29"E	28.31'
L17	N44°30'42"E	28.38'
L18	N44°30'42"E	31.96'
L19	S45°46'29"E	28.31'
L20	S44°13'31"W	28.25'
L21	S45°46'29"E	28.31'
L22	S44°13'31"W	28.25'

UNPLATTED

NE 1/4 SEC. 33,
T.3S., R.62W.,
SIXTH P.M.

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

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SHEET 5 OF 6	

BLACKSTONE RANCH FILING NO. 3

CASE NO.
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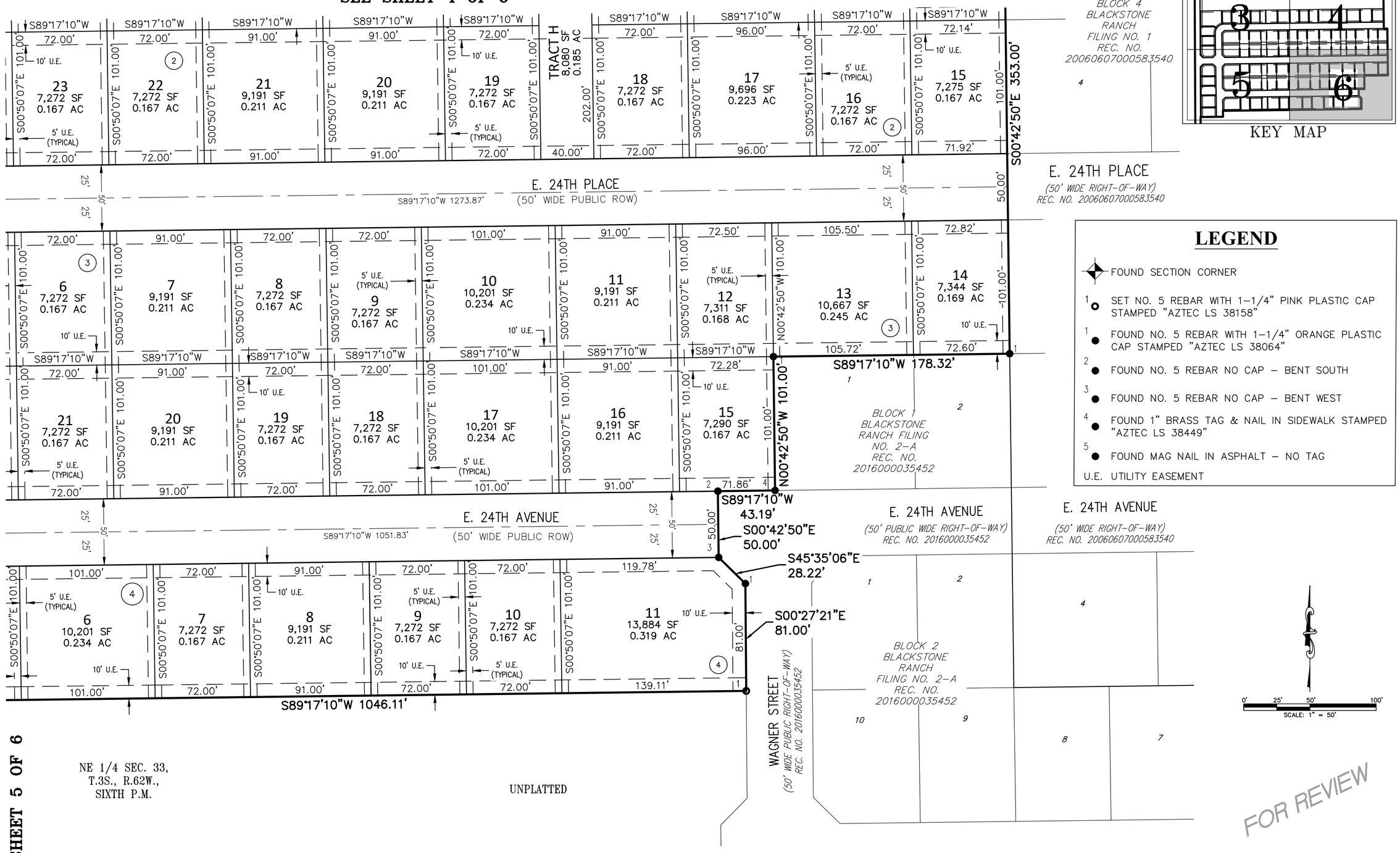
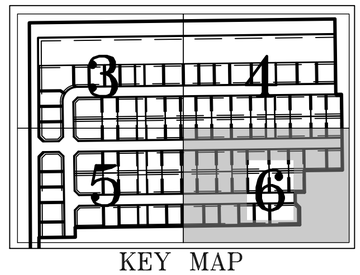
A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 6 OF 6

SEE SHEET 4 OF 6





KEY MAP

LEGEND

- FOUND SECTION CORNER
- 1 SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- 1 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- 2 FOUND NO. 5 REBAR NO CAP – BENT SOUTH
- 3 FOUND NO. 5 REBAR NO CAP – BENT WEST
- 4 FOUND 1" BRASS TAG & NAIL IN SIDEWALK STAMPED "AZTEC LS 38449"
- 5 FOUND MAG NAIL IN ASPHALT – NO TAG

U.E. UTILITY EASEMENT

SEE SHEET 5 OF 6

NE 1/4 SEC. 33,
T.3S., R.62W.,
SIXTH P.M.

UNPLATTED

0' 25' 50' 100'
SCALE: 1" = 50'

FOR REVIEW

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www.aztecconsultants.com
AzTec Proj. No.: 48117-40

DATE OF PREPARATION:	2017-11-22
SCALE:	1"=50'
SHEET 6 OF 6	

Subdivision Improvements Agreement
Pauls Development East LLC
Blackstone Ranch Filing No. 3A
Case No. SIA2018-00007

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and PaulsCorp, LLC, a Colorado limited liability company whose address is 270 St. Paul Street, Ste. 300, Denver, Colorado 80206, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners ("BoCC"), County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services**. Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on **Exhibit "B"** attached hereto, and by this reference made a part hereof. Developer shall obtain the approval of the Adams County Transportation Department and Development Engineering Services for all construction plans and engineering reports prepared by the Developer in connection with the design and construction of the improvements described and detailed on **Exhibit "B"**.

3. **Drawings and Estimates**. Developer shall furnish drawings and cost estimates for all improvements described and detailed on **Exhibit "B"** for approval by the County. The Developer shall furnish one set of "as built" drawings and a final statement of construction costs to the County.

4. **Construction**. Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on **Exhibit "B"**.

5. **Time for Completion**. Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in **Exhibit "B"**. The County may for good cause, grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only.

6. **Guarantee of Compliance**. Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of one million nine hundred twenty-eight thousand eight hundred twenty-six dollars (**$1,928,826)**, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the County, the collateral shall be released. Completion of said improvements will be determined solely by the County, and a reasonable part of said collateral, up to twenty percent (20%), may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

   No building permits will be issued until said collateral is furnished in the amount required and in a form acceptable to the BoCC, and until the final plat has been approved and the improvements described in **Exhibit "B"** have been preliminarily accepted by the County.

7. **Acceptance and Maintenance of Public Improvements**. All improvements designated "public" on **Exhibit "B"** shall be public facilities and become the property of the County or other public agencies upon acceptance of the improvements. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, become necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.

8. **Successors and Assigns**. This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in **Exhibit "A"** attached hereto.

9. **Improvements and Dedication**. The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements**. Designate separately each public and private improvement.

Public Improvements: (see **Exhibit "B"**)

See **Exhibit "B"** for description, estimated quantities, and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and preliminarily accepted in accordance with section 5-02-05-01 of the County's Development Standards and Regulations prior to the construction completion date indicated in **Exhibit "B"**.

B. **Public dedication of land for right-of-way purposes or other public purpose**. Upon approval of this agreement by the BoCC, the Developer hereby agrees to convey by subdivision plat to the County of Adams the following described land for right-of-way or other public purposes:

The rights-of-way shown on the Final Plat of Blackstone Ranch Filing No. 3, known as East 25th Avenue, East 24th Place, East 24th Avenue, West Road, and part of Aspen Street, more particularly described and depicted thereon.

PAULSCORP, LLC,
A Colorado limited liability company

By: _____
Authorized Signatory

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as authorized signatory for PaulsCorp, LLC, a Colorado limited liability company.

My commission expires:_____

Address: _____ _____

_____ Notary Public

APPROVED BY resolution at the meeting of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:

_____ _____

Clerk of the Board Chair

EXHIBIT A

LEGAL DESCRIPTION
BLACKSTONE RANCH FILING NO. 3

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SAID SECTION 33 WHENCE THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 BEARS SOUTH 89°17'10" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG SAID NORTH LINE, SOUTH 89°17'10" WEST, A DISTANCE OF 1190.71 FEET TO THE NORTHWEST CORNER OF BLACKSTONE RANCH FILING NO. 1, AS RECORDED AT RECEPTION NUMBER 20060607000583540 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID ADAMS COUNTY AND THE **POINT OF BEGINNING.**

THENCE ALONG THE WESTERLY BOUNDARY OF SAID BLACKSTONE RANCH FILING NO. 1, THE FOLLWOIGN THREE (3) COURSES:

1. SOUTH 00°42'50" EAST, A DISTANCE OF 351.07 FEET;
2. NORTH 89°17'10" EAST, A DISTANCE OF 26.38 FEET;
3. SOUTH 00°42'50" EAST, A DISTANCE OF 353.00 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, BLACKSTONE RANCH FILING NO. 2-A, AS RECORDED AT RECEPTION NUMBER 2016000035452, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID BLACKSTONE RANCH FILING NO. 2-A THE FOLLOWING SIX (6) COURSES:

1. SOUTH 89°17'10" WEST, A DISTANCE OF 178.32 FEET;
2. SOUTH 00°42'50" EAST, A DISTANCE OF 101.00 FEET;
3. SOUTH 89°17'10" WEST, A DISTANCE OF 43.19 FEET;
4. SOUTH 00°42'50" EAST, A DISTANCE OF 50.00 FEET;
5. SOUTH 45°35'06" EAST, A DISTANCE OF 28.22 FEET;
6. SOUTH 00°27'21" EAST, A DISTANCE OF 81.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°17'10" WEST, A DISTANCE OF 1046.11 FEET;

THENCE SOUTH 00°50'07" EAST, A DISTANCE OF 45.00 FEET;

THENCE SOUTH 89°17'10" WEST, A DISTANCE OF 169.41 FEET TO A LINE 40.00 FEET EAST AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 33;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00°16'13" EAST, A DISTANCE OF 801.54 FEET TO THE NORTH LINE OF ASPEN STREET AS DESCRIBED IN RECEPTION NUMBER c0987100;

THENCE ALONG SIAD NORHT LINE SOUTH 89°02'41" WEST, A DISTANCE OF 40.00 FEET TO SAID WEST LINE;

THENCE ALONG SIAD WEST LINE, NORTH 00°16'13" WEST, A DISTANCE OF 1802.81 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, NORTH 89°17'10" EAST, A DISTANCE OF 1423.25 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 31.498 ACRES, (1,372,044 SQUARE FEET), MORE OR LESS.

DEREK S. BROWN, PLS 38064
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO. 80122
303-713-1898

EXHIBIT B
Engineer's Opinion of Estimated Costs

Kimley-Horn			Opinion of Probable Construction Cost
Client:	**Paulscorp LLC**	**Date:**	**12/8/2017**
Project:	**Blackstone Ranch, Filing No. 3**	**Prepared By:**	**MBW**
KHA No.:	**096195012**	**Checked By:**	**EJG**

Title: Blackstone Ranch Filing 3 (87 Lots) - County Surety Estimate (SIA) **Sheet:** 1 of 3

Kimley-Horn & Associates, Inc. prepared the OPCC from construction drawings dated 06/09/2015 for this site; therefore, the final quantities are subject to change. Additionally, the final land plan could change significantly through the development process. This OPC is not intended for basing financial decisions, or securing funding. Review all notes and assumptions. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
	Infrastructure West Road				
1	Roadway Earthwork 1' Scarify	1,053	CY	$2.55	$2,684
2	5" Asphalt Section w/ 6" Agg. Base 32' wide	20,080	SF	$4.20	$84,336
3	Curb & Gutter & Sidewalk (7.5' Total)	1,112	LF	$35.50	$39,476
4	ADA Ramps	4	EA	$1,650.00	$6,600
5	18" Storm Sewer	99	LF	$48.00	$4,752
6	Storm Inlets/Manholes	3	EA	$4,400.00	$13,200
					$151,048
	Infrastructure Aspen Street				
1	Roadway Earthwork 1' Scarify	536	CY	$2.55	$1,367
2	5" Asphalt Section 24' wide	14,472	SF	$4.20	$60,782
					$62,149
	Infrastructure East 26th Avenue				
1	Roadway Earthwork 1' Scarify	1,687	CY	$2.55	$4,301
2	5" Asphalt Section w/ 6" Agg. Base 32' wide	45,536	SF	$4.20	$191,251
					$195,552
	Infrastructure East 25th Avenue				
1	Roadway Earthwork 1' Scarify	2,071	CY	$3.20	$6,626
2	5" Asphalt Section w/ 6" Agg. Base 32' wide	38,016	SF	$4.20	$159,667
3	Curb & Gutter & Sidewalk (7.5' Total)	2,386	LF	$34.00	$81,124
4	ADA Ramps	2	EA	$1,650.00	$3,300
5	24" Storm Sewer	37	LF	$75.00	$2,775
6	36" Storm Sewer	37	LF	$90.00	$3,330
7	Storm Inlets/Manholes	4	EA	$4,400.00	$17,600
					$274,423
	Infrastructure East 24th Place				
1	Roadway Earthwork 1' Scarify	2,407	CY	$2.55	$6,137
2	5" Asphalt Section w/ 6" Agg. Base 32' wide	44,768	SF	$4.20	$188,026
3	Curb & Gutter & Sidewalk (7.5' Total)	2,695	LF	$35.50	$95,673
4	ADA Ramps	2	EA	$1,650.00	$3,300
5	18" Storm Sewer	387	LF	$48.00	$18,576
6	36" Sttorm Sewer	32	LF	$90.00	$2,880
7	Storm Inlets/Manholes	6	EA	$4,400.00	$26,400
					$340,991

Kimley-Horn		Opinion of Probable Construction Cost			
Client:	**Paulscorp LLC**	**Date:**			**12/8/2017**
Project:	**Blackstone Ranch, Filing No. 3**	**Prepared By:**			**MBW**
KHA No.:	**096195012**	**Checked By:**			**EJG**
Title:	**Blackstone Ranch Filing 3 (87 Lots) - County Surety Estimate (SIA)**	**Sheet:**	**2 of 3**		

Kimley-Horn & Associates, Inc. prepared the OPCC from construction drawings dated 06/09/2015 for this site; therefore, the final quantities are subject to change. Additionally, the final land plan could change significantly through the development process. This OPC is not intended for basing financial decisions, or securing funding. Review all notes and assumptions. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
	Infrastructure East 24th Avenue				
1	Roadway Earthwork 1' Scarify	1,851	CY	$2.55	$4,719
2	5" Asphalt Section w/ 6" Agg. Base 32' wide	34,304	SF	$4.20	$144,077
3	Curb & Gutter & Sidewalk (7.5' Total)	2,088	LF	$35.50	$74,124
4	8' Cross Pans	1	EA	$3,525.00	$3,525
5	ADA Ramps	4	EA	$1,650.00	$6,600
6	18" Storm Sewer	387	LF	$48.00	$18,576
7	24" Storm Sewer	37	LF	$75.00	$2,775
8	Storm Inlets/Manholes	6	EA	$4,400.00	$26,400
					$280,796
	Storm Sewer Main A				
1	24" Storm Sewer	323	LF	$75.00	$24,225
2	36" Storm Sewer	209	LF	$90.00	$18,810
3	42" Storm Sewer	159	LF	$120.00	$19,080
4	42" Outfall Structure (Flared End Section)	1	EA	$1,900.00	$1,900
5	Rip Rap (2' Depth)	4	CY	$90.00	$367
					$64,382
	Storm Sewer Main B				
1	18" Storm Sewer	209	LF	$48.00	$10,032
2	24" Storm Sewer	125	LF	$75.00	$9,375
3	24" Outfall Structure (Flared End Section)	1	EA	$1,100.00	$1,100
4	Rip Rap (2' Depth)	4	CY	$90.00	$367
					$20,874
	Storm Sewer Main C				
1	42" Storm Sewer	906	LF	$120.00	$108,720
2	Storm Inlets/Manholes	4	EA	$4,400.00	$17,600
3	42" Outfall Structure (Flared End Section)	1	EA	$1,900.00	$1,900
4	Rip Rap (2' Depth)	4	CY	$90.00	$367
					$128,587
	Pond				
1	Rip Rap (2' Depth)	133	CY	$90.00	$12,013
					$12,013
	Subtotal				*$1,530,814*
	Additional Performance Bond Requirements				
1	20% Administration Fee	1	EA	20%	$306,163
2	5% Inflation Per Year of Construction	1	YR	5%	$91,849
					$398,012
	Basis for Cost Projection:	**Total:**			**$1,928,826**

- ☐ No Design Completed
- ☐ Preliminary Design
- ☑ Final Design

Construction Completion Date: July 31, 2019

Initials or signature of Developer:_____

_____

Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 5/9/2018

Project Number: PLT2018-00009

Project Name: Blackstone Ranch, Filing 3A Final Plat

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the major subdivision final plat. The Development Review Team requests a resubmittal addressing the comments provided. Your review comments may change if you provide different information during the resubmittal process. Please contact the case manager if you have any questions:

Commenting Division: ROW Review

Name of Reviewer: Marissa Hillje

Date: 05/07/2018

Email: mhillje@adcogov.org

Resubmittal Required

ROW1: Add case number to top of each sheet – PLT2018-00009

ROW2: Add the following language note # 12, "The approved stormwater operations and maintenance manual is on file with the Adams County clerk and recorder's office at Reception #_____"

ROW3: Add a table to explain the purpose of each Tract and who will maintain it.

ROW4: In the SIA- Under dedication section; Change "convey by warranty deed" to "convey by subdivision plat".

Commenting Division: Addressing Review

Name of Reviewer: Marissa Hillje

Date: 05/08/2018

Email: mhillje@adcogov.org

Comment

ROW5: See attached document for address assignment excel doc and attached to this case- Show addresses on plat.

Commenting Division: Addressing Review

Name of Reviewer: Marissa Hillje

Date: 05/08/2018

Email: mhillje@adcogov.org

Complete

ROW6: Please use table attached (edocs #5775070) to address on plat

---

Commenting Division: Development Engineering Review

Name of Reviewer: Greg Labrie

Date: 05/09/2018

Email: glabrie@adcogov.org

Complete

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 05/08/2018

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: Please change the BoCC Approval block to denote the signee as "Chair".
PLN02: Prior to the scheduling of this case for public hearing, cash-in-lieu must be received for PLD fees.
PLN03: Prior to scheduling this case for public hearing, all collateral required by the SIA must be received.

Commenting Division: Addressing Review

Name of Reviewer: Marissa Hillje

Date: 05/07/2018

Email: mhillje@adcogov.org

Under Review

Commenting Division: Development Engineering Review

Name of Reviewer: Greg Labrie

Date: 05/07/2018

Email: glabrie@adcogov.org

Comment

ENG1: The engineering review process is complete and will be finalized after land use approval by the Board of County Commissioners. After land use and engineering review approval, the construction contractor is required to pull construction permits from the Adams County One Stop Permit Center.

Finance Review of SIA
Laura Garcia

FIN01: The collateral amount should be $2,025,189.66
FIN02: The 5% is calculated per calendar year. Since this project will carry over to 2019 and additional 5% needs to be included.

Adams County Public Land Dedication Worksheet
Rural School District

Date Computed= 5/9/2018

Case Name: Sample Rural PLD Calculations / 4-22-2004 Values	
Case Number:	
Single Family (R-1-A, R-1-C, R-2)	
Number of Units=	88
Population generated=	288
Student population generated=	68.2
School Acreage Needed=	4.07154
Neighborhood Park Acreage Needed=	1.76
Regional Park Acreage Needed=	1.144
Total Acres of PLD Needed=	**6.97554**
Land Value per acre=	$36,888
Land Value per Lot (from Assessor)=	
PLD Fee in lieu=	**$257,313.72**
Deposits:	
School District { } Account=	**$150,190.97**
Neighborhood Parks Account (by School District)=	**$64,922.88**
Regional Parks Account=	**$42,199.87**

COLORADO
Division of Water Resources
Department of Natural Resources
1313 Sherman Street, Room 821
Denver, CO 80203

May 9, 2018

Greg Barnes
Adams County Community and Economic Development Department
gjbarnes@adcogov.org

RE: Blackstone Ranch Filing No. 3-A, PLT2018-00009
Part NE4 Section 33, T3S, R62W, 6th P.M.
Water Division 1, Water District 1
Kiowa-Bijou Designated Basin

Dear Mr. Barnes:

We have received your April 19, 2018 submittal concerning the above-referenced proposal to subdivide 30.73 acres into 88 single family residential lots. The submittal indicates this request is for final plat approval of Blackstone Ranch Filing No. 3-A.

This office has already sent the county a letter, dated April 4, 2017 (copy attached), opining on the water supply of Blackstone Ranch Filing No. 3. As Filing No. 3-A is part of Filing No. 3 our letter of April 4, 2017 applies to Filing No. 3-A.

When submitting further requests for the State Engineer's opinion on proposed water supplies to preliminary plans of Blackstone Ranch, the county should be aware of the following.

A number of our previous letters to the county opining on the proposed water supply to Blackstone Ranch (including our April 4, 2017 letter referenced above), referenced and relied on a letter from our office dated February 8, 2005, which opined that the water supply to the entire Blackstone Ranch subdivision (which was to subdivide 108 acres into 234 residential lots) was adequate. The "Explanation of the Request" that was provided with the submittal for Filing No. 3-A states that subsequent to the county's 2004 approval of the preliminary plat [a.k.a. preliminary plan] for the entire Blackstone Ranch subdivision, the county expired that preliminary approval. Therefore, because the county has determined that the 2004 preliminary plat has expired, our February 8, 2005 is also no longer valid, and we will no longer rely on that letter in subsequent opinions involving the adequacy of the water supply to Blackstone Ranch subdivision.

While information in our files indicate the county has approved preliminary and/or final plats for Blackstone Ranch Filings Nos. 1, 2, and 3, the information is conflicting on the number of lots in each filing, and the number of lots in total, that have received such approval. A number of submittals to our office have contained no information on the estimated water demand of the filing for which an opinion on the adequacy of the water supply is being requested.

In order for our office to provide an opinion of the adequacy of the proposed water

supply to any future submittals from the county on Blackstone Ranch preliminary plans, the submittal need to contain the following.

1. The total number of lots in each filing that have received preliminary plan and final plat approval.
2. The total estimated demand for water for each filing that has already received preliminary plan and final plat approval.
3. The total estimated demand for water for the filing that is the subject of the submittal.
4. A written commitment for service from the water provider (i.e. Easter Adams County Metropolitan District) referencing the name of the subdivision and filing number and a level of commitment in terms of uses to be served and/or water demand.

The county may wish to forward the requirements listed above to the developer of Blackstone Ranch subdivision so future submittals to the county and our office are adequate.

If you, or the applicant, have any questions, please contact Neelha Mudigonda at 303-866-3581 ext. 8206.

Sincerely,

Keith Vander Horst

Keith Vander Horst
Chief of Water Supply, Basins

Cc: Division 1
Blackstone_Filing3.docx

Greg Barnes

From: Mudigonda - DNR, Neelha [neelha.mudigonda@state.co.us]
Sent: Tuesday, June 26, 2018 11:10 AM
To: Greg Barnes
Cc: Vander Horst, Keith
Subject: Re: Blackstone Ranch, Filing 3A Update
Attachments: DOC049.pdf; February 2005.pdf; April, 2017.pdf

Hi Greg:

I think there may be a misunderstanding. The May 9th letter you received from me (see attached) contains our comments for this particular proposal. This letter also references a letter from April 4, 2017, which references our February 8, 2005 letter (both attached). It looks like we also have an email from Gary Witt responding to our May 9th letter, which I believe you were copied on. I do not believe Keith requested additional information about the number of lots after this communication chain. Please let us know if there is any confusion or if you have any questions.

Thanks,
Neelha

On Mon, Jun 25, 2018 at 11:26 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

Thanks, Neelha!

The last update I received from you was on May 11th, which referenced the previous approval letter. That was before Keith's e-mail requesting more information on the number of lots being approved.

This is the last piece of the puzzle before scheduling the case for hearings. So, I'm holding off scheduling the hearings until I get some kind of feedback from CDWR.

Greg Barnes

Planner II, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 *gjbarnes@adcogov.org*

adcogov.org

From: Neelha Mudigonda - DNR [mailto:neelha.mudigonda@state.co.us]
Sent: Monday, June 25, 2018 9:40 AM
To: Greg Barnes
Cc: Vander Horst, Keith
Subject: Re: Blackstone Ranch, Filing 3A Update

Hi Greg,

I thought that I had sent you the comments letter last month, but I am out of the office right now. I can check and send it to you if I hadn't or send you another copy. Sorry about that.

Thanks,

Neelha

Sent from my iPhone

On Jun 25, 2018, at 11:27 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

> Keith & Neelha,
>
> I wanted to ask you about the status of the Blackstone Ranch, Filing 3-A review for 88 new lots. Back in May, you had requested more information from the County and the applicant. The applicant compiled all of the required information, but I have not heard back from your office yet. We are close to scheduling this case for hearings, and I wanted to know if you required anything further. Thanks for your time and review of this case.
>
> <image003.jpg>**Greg Barnes**
>
> Planner II, *Community and Economic Development Dept.*
>
> ADAMS COUNTY, COLORADO
>
> 4430 S. Adams County Parkway, 1st Floor, Suite W2000A
>
> Brighton, CO 80601-8216

COLORADO GEOLOGICAL SURVEY

1801 19th Street
Golden, Colorado 80401

Karen Berry
State Geologist

May 9, 2018

Greg Barnes
Adams County
Community & Economic Development Department
4430 S. Adams County Parkway, Suite W2000A
Brighton, CO 80601

Location:
NW¼ NE¼ Section 33,
T3S, R62W of the 6th P.M.
39.7514, -104.3282

Subject: **Blackstone Ranch, Filing 3-A – Final Plat**
Project Number PLT2018-00009; Adams County, CO; CGS Unique No. AD-17-0014_2

Dear Mr. Barnes:

Colorado Geological Survey has reviewed the Blackstone Ranch Filing 3-A final plat referral. I understand the applicant proposes 88 SF residential lots on approximately 30.7 acres located west of Blackstone Ranch Filing 1. With this referral, I received a Request for Comments (April 19, 2018), an Explanation of the Request (undated), and sheets 1 and 2 of the final plat (AzTec, November 22, 2017). CGS reviewed the overall Blackstone Ranch Filing 3 at preliminary plat; comments were provided in a letter dated February 27, 2017.

The site does not contain steep slopes, is located in an "Area of Minimal Flood Hazard," is not undermined, and does not contain, nor is it exposed to, any identified geologic hazards that would preclude the proposed residential use and density. The applicant states in their Explanation of Request that lot-specific geotechnical investigations will be completed prior to issuance of building permits. **CGS therefore has no objection to approval of the plat as proposed.** As noted in our previous Filing 3 review letter, potential constraints that will need to be considered as development progresses include:

Collapsible soils. The site is underlain by relatively low density, low strength, eolian (wind-deposited) silts, clays and sands. Some of the soils are calcareous. Eolian soils, especially those containing soluble calcareous minerals, tend to be loose, fine-grained, and hydrocompactive, meaning they can lose strength, settle, compress, or collapse when water infiltrates the soils. Thick columns of compressible or collapsible soils can result in very significant settlement and structural damage. Alternatively, clay minerals and clayey pockets within the surficial soils may exhibit structurally damaging volume changes (shrink-swell) in response to changes in water content. Potentially highly expansive Denver Formation claystones and shales are present at unknown depths beneath the surficial soils. If claystone layers capable of producing high swell pressures are present within a few feet of foundation bearing depths, they can cause severe structural damage if not properly characterized and mitigated.

Lot-specific geotechnical investigations consisting of drilling, sampling, lab testing and analysis will be needed, once building locations have been finalized to: determine the thickness and extent to which the soils beneath each proposed home are subject to collapse under loading and/or wetting; characterize soil and bedrock engineering properties such as density, strength, water content, swell/consolidation potential and bearing capacity; determine depths to groundwater, bedrock, and any impermeable layers that might lead to development of a perched water condition; verify the feasibility of full-depth basements, if planned; and provide earthwork, foundation, floor system, subsurface drainage, and pavement recommendations for design purposes. It is imperative that grading, surface drainage, and subsurface drainage are correctly designed, constructed and maintained to prevent wetting of potentially collapsible soils in the immediate vicinity of foundation elements.

Thank you for the opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

Jill Carlson, C.E.G.
Engineering Geologist

Greg Barnes

From: Brooks Kaufman [BKaufman@Irea.Coop]
Sent: Thursday, May 10, 2018 6:28 AM
To: Greg Barnes
Subject: RE: For Review: Blackstone Ranch, Filing 3-A Final Plat
Attachments: Package_3ir3urvHzUyLS-jlOo6nLNbtJLNeTcNgenqv60Bu.html

The following attachment has been sent to you using Mail Express®:

5-7-2018 - IREA 5313 - GOV PLT2018-00009 - BLACKSTONE RANCH F3A FINAL ....pdf (2.0 MB)

Click the links above or visit the pick-up portal for batch retrieval.
These links will expire in 2 weeks.

Mr. Barnes

The Association has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, and service requirements. We are advising you of the following concerns and comments:

The Association would like clarification or additions made to Tract I and K. The Association has made changes to utility requirements adjacent to major roadway to require a 15' utility easement. See attached.

Respectfully

Brooks Kaufman
Lands and Rights of Way Director
5496 N. US Hwy 85
Sedalia, CO 80135
Direct : 720.733.5493
Cell : 303.912.0765
bkaufman@irea.coop

From: Greg Barnes [mailto:GJBarnes@adcogov.org]
Sent: Wednesday, May 2, 2018 8:52 AM
To: Brooks Kaufman
Subject: RE: For Review: Blackstone Ranch, Filing 3-A Final Plat

Hey Brooks,

Follow this link for their full submittal. http://www.adcogov.org/sites/default/files/Full%20Submittal2.pdf
Let me know if you need anything further.

Greg
720-523-6853

From: Brooks Kaufman [mailto:BKaufman@Irea.Coop]
Sent: Wednesday, May 02, 2018 8:28 AM
To: Greg Barnes
Subject: RE: For Review: Blackstone Ranch, Filing 3-A Final Plat

Good morning Greg

The plat is missing page 3 thru 6, can those be provided please for the review.

Respectfully

Brooks Kaufman
Lands and Rights of Way Director
5496 N. US Hwy 85
Sedalia, CO 80135
Direct : 720.733.5493
Cell : 303.912.0765
bkaufman@irea.coop

From: Greg Barnes [mailto:GJBarnes@adcogov.org]
Sent: Thursday, April 19, 2018 5:57 PM
To: Greg Barnes
Subject: For Review: Blackstone Ranch, Filing 3-A Final Plat

Case Name: Blackstone Ranch, Filing 3-A Final Plat
Case Number: PLT2018-00009

April 20, 2018

The Adams County Planning Commission is requesting comments on the following request: **Major subdivision final plat to create 88 single-family residential lots in the Residential-1-C zone district.**

This request is located approximately 2,000 feet southwest of the intersection of 26th Avenue and Strasburg Road. The Assessor's Parcel Number is 0181333100008. The legal description of the site can be found on the attached plat cover sheet.

Applicant Information: Paulscorp, LLC
Brad Pauls
100 St. Paul Street, Suite 300
Denver, CO 80206

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 (720) 523-6800 by **05/11/2018** in order

Greg Barnes

From: Patrick Conroy [pconroy@svfd8.org]
Sent: Sunday, April 22, 2018 12:16 PM
To: Greg Barnes
Cc: Frank Fields; Geri Ventura
Subject: RE: For Review: Blackstone Ranch, Filing 3-A Final Plat
Attachments: image001.jpg

See comment below:

Adams County Ordinance 4 will apply to this project. This ordinance requires that all newly constructed single family homes in Adams County be protected with a residential sprinkler system unless the home is within 1000 feet of a fire hydrant. It is assumed that since the current phases of Blackstone Ranch are protected in this fashion that the 3-A Final Plat will be as well.

I would also ask that you add me to the distribution lists for notices of further hearings on this or other development projects. Please keep whatever email addresses that you may have for Strasburg Fire active as well though.

Thank you.

Patrick Conroy
ICC Certified Fire Marshal
ICC Certified Building Official
Colorado Fire Plans Examiner
Fire Marshal
Strasburg Fire Protection District
56281 East Colfax Ave.
PO Box 911
Strasburg, CO 80136
Station: 303-622-4444
Cell: 720-775-8515

From: Gerri Ventura
Sent: Friday, April 20, 2018 11:21 AM
To: Patrick Conroy
Cc: Frank Fields
Subject: Fwd: For Review: Blackstone Ranch, Filing 3-A Final Plat

---------- Forwarded message ----------
From: **Greg Barnes** <GJBarnes@adcogov.org>
Date: Thu, Apr 19, 2018 at 5:56 PM
Subject: For Review: Blackstone Ranch, Filing 3-A Final Plat
To: Greg Barnes <GJBarnes@adcogov.org>

Case Name: Blackstone Ranch, Filing 3-A Final Plat

Case Number: PLT2018-00009

Exhibit 4.6 Strasburg Parks Comments

ROBERT L. TIBBALS, JR.
ATTORNEY AT LAW
P.O. BOX 3112
ENGLEWOOD, COLORADO 80155
TELEPHONE 303-668-3991 ♦ E-MAIL: rltesq@hotmail.com

May 1, 2018

Adams County Planning Commission
c/o Community and Economic Development Department
4430 South Adams County Parkway
Brighton, CO 80601

VIA E-MAIL: GJBarnes@adcogov.org

RE: Case Name: Blackstone Ranch Filing No. 3-A Final Plat (88 Lots)
Case No: PLT2018-00009

To Planning Commission Members:

These comments are submitted on behalf of the Strasburg Metropolitan Parks and Recreation District (the "District"), a duly-organized and operating Parks and Recreation District, whose jurisdiction encompasses the above-described development.

1. The District has previously submitted comments on the above-described development set forth in a letter dated March 3, 2017. Those comments are hereby incorporated into this letter, as though set forth in their entirety, by this reference.

   The Developer should specifically address each of the points set forth in that letter, as the Developer's comments to the Final Plat, address certain parks and public facility issues, merely in a generic fashion.

   In particular, the District suggested the Developer not be permitted credit for an existing park, since the overall impact of Filing 3 is essentially that of a "new development" in the Strasburg area.

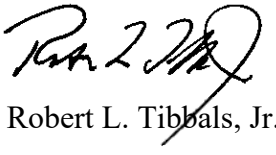
2. The Developer should be held to strict proof that all cash-in-lieu payments due and owing for neighborhood parks have, in fact, been paid.

3. The District stands in support of Adams County Parks & Open Space regulations with respect to open space or trails dedication and other dedication requirements. Developer should be required to affirmatively establish that all required set-asides of land for future dedication for trails, so as to allow for integration into the overall trails system, have been dedicated as planned; with clear indication that Developer is required to maintain such land in reasonable condition, as contemplated.

4. Finally, although the District did not initially request the Applicant be required to secure and dedicate to the District, 3.0 acre feet of water, recent circumstances show that water to be used by the District in maintaining the District's existing parks and recreation facilities, which parks and recreation facilities will be significantly burdened by additional use of those persons purchasing Applicant's homes, has become a need and necessity.

If you have any comments or questions, please feel free to contact this office. Thank you.

Sincerely,



Robert L. Tibbals, Jr.

Exhibit 4.7 Strasburg Water & Sanitation Comments

Seter & Vander Wall, P.C.
ATTORNEYS AT LAW

KIM J. SETER
BARBARA T. VANDER WALL
JEFFREY E. ERB
ELIZABETH A. DAUER
COLIN B. MIELKE
RUSSELL NEWTON
CAMERON J. RICHARDS

May 15, 2018

Greg Barnes, Case Manager (*via email GJBarnes@adcogov.org*)
Adams County Department of Community and Economic Development
4430 South Adams County Parkway
Suite W2000A
Brighton, Colorado 80601

Re: Comments on Blackstone Ranch Filing No. 3 – Case No. PLT2018-00009
Strasburg Sanitation and Water District

Dear Mr. Barnes:

Our office represents the Strasburg Sanitation and Water District ("**SSWD**"), which is adjacent to Blackstone Ranch Filing No. 3 ("**BSR III**"). We are in receipt of Adams County's Request for Comments dated April 20, 2018, and are writing to provide comments related to the BSR III final plat proposal.

We understand that BSR III has received will-serve letters from Eastern Adams County Metropolitan District ("**EACMD**") for future water and sanitation service. SSWD has an interest in ensuring the BSR III development receives sufficient service from EACMD. Failure by EACMD to provide sufficient service could result in a future strain on SSWD's resources due to the proximity of SSWD's infrastructure to BSR III.

We therefore request that the Adams County Planning Commission and its staff carefully review EACMD's resources and its capacity to serve BSR III. If the Commission determines that such capacity is insufficient, we request that the Commission require modification of the proposed project to a size that can be sufficiently served by EACMD, or that the project be denied until EACMD and PaulsCorp, LLC provide sufficient proof that water and sanitation service will be sufficient.

Thank you for your consideration of SSWD's concerns. Please feel free to contact our office with any questions.

Sincerely,

SETER & VANDER WALL, P.C.

Colin B. Mielke

{00345422}

Tri-County Health Department

April 25, 2018

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Blackstone Ranch, Filing 3-A Final Plat, PLT2018-00009
TCHD Case No. 4895

Dear Greg Barnes,

Thank you for the opportunity to review and comment on Blackstone Ranch Filing 3-A for the major subdivision final plat to create 88 new lots southwest of East 26th Ave and Strasburg Rd. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Community design to support walking and bicycling
Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

Safe Routes to School:
Tri-County Health Department (TCHD) strongly supports community plans that include thoughtful consideration of safe circulation of students on and around the school campuses.

Students needing to access the nearby school are likely going to use Strasburg Rd, Wagner St, or Aspen St to get to the school sites. We recommend the applicant consider safe connectivity to the school throughout the subidivision. Any pedestrian improvement should be raised, striped, or otherwise denoted so that it is visible to drivers, thus slowing speeds and reducing the risk of pedestrian injury.

Sidewalks:
Designers of active living communities typically recommend that sidewalks be a minimum of clear width of five (5) feet, the space needed for two people to walk comfortably side by side, with a buffer area like a tree lawn between the sidewalk and

the street. TCHD encourages the use of detached sidewalks of at least 5 feet in width throughout the development.

Please feel free to contact me at 303-220-9200, Ext.1537 or mbettag@tchd.org if you have any questions on TCHD's comments.

Sincerely,

Mallory R. Bettag, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD

June 11, 2018

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Blackstone Ranch, Filing 3-A Final Plat Resubmittal, PLT2018-00009
TCHD Case No. 4972

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on Blackstone Ranch Filing 3-A for the major subdivision final plat to create 88 new lots southwest of East 26th Ave and Strasburg Rd. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Thank you for the opportunity to review and comment on Blackstone Ranch Filing 3-A for the major subdivision final plat resubmittal to create 88 new lots southwest of East 26th Ave and Strasburg Rd. Tri-County Health Department (TCHD) staff previously reviewed the application for the Filing 3-A final plat and, in a letter dated April 25, 2018 and responded with the comments included below. TCHD has no further comments.

Community design to support walking and bicycling
Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

Safe Routes to School:
Tri-County Health Department (TCHD) strongly supports community plans that include thoughtful consideration of safe circulation of students on and around the school campuses.

Students needing to access the nearby school are likely going to use Strasburg Rd, Wagner St, or Aspen St to get to the school sites. We recommend the applicant consider safe connectivity to the school throughout the subidivision. Any pedestrian

improvement should be raised, striped, or otherwise denoted so that it is visible to drivers, thus slowing speeds and reducing the risk of pedestrian injury.

Sidewalks:
Designers of active living communities typically recommend that sidewalks be a minimum of clear width of five (5) feet, the space needed for two people to walk comfortably side by side, with a buffer area like a tree lawn between the sidewalk and the street. TCHD encourages the use of detached sidewalks of at least 5 feet in width throughout the development.

Please feel free to contact me at (720)200-1537 or mbettag@tchd.org if you have any questions on TCHD's comments.

Sincerely,

Mallory R. Bettag, MPH, MURP
Land Use and Built Environment Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD

Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

May 2, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Blackstone Ranch Filing No. 3-A, Case # PLT2018-00009

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the final plat for **Blackstone Ranch Filing No. 3-A** and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Right of Way and Permits
Public Service Company of Colorado

Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

June 7, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Blackstone Ranch Filing No. 3-A – 2nd referral, Case # PLT2018-00009

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the second referral final plat for **Blackstone Ranch Filing No. 3-A** and has **no apparent conflict**.

If there are any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Right of Way and Permits
Public Service Company of Colorado

Greg Barnes

From: Marti Corley [MCorley@ccbuildersinc.com]
Sent: Thursday, May 03, 2018 6:12 PM
To: Greg Barnes
Subject: Filing No. 3 Blackstone Ranch

To whom it may concern,

I live in filing No 1 of Blackstone ranch and have for approximately 4 years. I'am not against the development of our area as long as it's done properly. Adams county should not turn a blind eye to all the items that need to be addressed at the submittal stage and during the preconstruction. The counties focus should not become just the additional developer revenue and tax dollars it will receive by granting filing No 3. Or any other future development.

The following are concerns we have with filing No.3 if certain issues are not addressed by Adams County pryor to granting Paul bros. request to build an additional 88 homes in the Blackstone subdivision.

1.The one thing that concerns me and my neighbors the most is WATER! Pryor to Paul bros building filing No. 2 (an additional 76 homes) we had good water pressure. Could run two showers, two yard sprinklers, could run dishwasher and washing machine together. None of this is possible as of this date. Depending on the time of day it can be worse. I know you say that water is not a concern. If it's not a concern, then what has caused this? Could it be the size of the lines in our development, were too small for all the new homes Paul bros has planned to build in our area. Should the line be a lope system? What Is the design for new addition? If this is a problem at our homes, is it effecting the fire hydrants? Have the fire hydrants been checked? Will this problem be resolved in the near future?

1a. Paul bros. or other large developments should be required to drill wells and create water sores as needed to facilitate all the development they have slated for the area, these costs should be at developers expense, not a burden to the taxpayers or county.

2. We Tax payers want Designated land areas called out, set a aside and recorded on development plots for schools, additional firehouse, parks and green space starting with filing No.3., not money given to Adams county in-lieu of the land, which then can be spent at counties discretion and location selection. We need to look to the future And plan for it today!

3. Designation and development of a secondary area for mail delivery to filing No.3. All cost would be incurred by Paul bros.

4.County should not allow Paul bros. to add additional 88 mail boxes to the 120 already in filing No.1, adding to the congestion and traffic at the main entrance and only park.

PER ITEM 7 OF THE REQUEST FOR COMENTS LETTER WE ARE ALREADY AT MAXIMUME WITH THE EXISTING PARK AND A SECOUND PARK AND MAIL DELIVERY SHOULD BE BUILT in filing No. 3

5. County should require Construction and connection of Aspen street to Sunset Ave for access to Interstate 70 & Highway 36 (Colfax Ave) from filing No.3. this would minimize the impact to Strasburg road and 24 Ave. This work would be done at developers expense to obtain approval of filing No.3

6. A commitment in writing from Paul bros. to contribute, a percentage per new house built toward the expansion of the existing sewage treatment plant, Starting with Filing No.3 and all Future development, by all parties.

7.What are the county and Paul bros. doing to aid in creating the infrastructure that go along with developing and bring new people to the area? Has there there been any thought or discussion about getting an emergency care facility, shops, restaurants and other retail sales to our area for the thousands of people who will move to this area in the next 5 years. Are there any type of incentives in place to entice new business to the area?

8.Any monies collected by county for development or expansion in the Strasburg area should be escrowed and spent in our area for said improvements and repair.

9. Adding all the developments and people; has created a need for a traffic light at Strasburg Road and highway 36 and Wagner and highway 36. This would help greatly with the congestion created by the only on-off ramp into Strasburg from Interstate70.

My neighbors and I are hopeful our concerns have not fallen on deaf ears, that the planning commission will address all our concerns and rule in the best possible manner for all parties involved. We hope you will remember we have to deal with your decisions even though you don't live in our community!

Regards & Thanks
Marti Corley
719-491-5889
mcorley@ccbuildersinc.co

Greg Barnes

From: Marti Corley [MCorley@ccbuildersinc.com]
Sent: Thursday, June 21, 2018 7:57 PM
To: Greg Barnes
Subject: Re: For Review: Blackstone Ranch, Filing 3-A (PLT2018-00009)

Well it appears the only thing that got better was the water
Pressures. And the county gets a1000000 dollars to spend. The need for an additional park and mail drop in black stone Ranch got turned in money for the county. I don't believe anyone takes in to account that all the residents From the Coyote Ridge development on the east side of
Strasburg Rd all use the park as is the only one Paul Bros has built for All the development they have done since they began. Now they want to put more people and mail boxes in the one existing park. Per your April 20 request for comments noted the existing park is already at peak demand with the last Paul Bros development. We really hope you will look at an additional park and mail Delivery location. We all know Paul Bros. Intend to continue with more homes on the south side of 24 st. So please explain why are the taxpayer not getting another park! The county needs to stand up for its tax payers !! It's not to late to do the right thing!!!

Regards & Thanks
Marti Corley
Christofferson Comm.Builders
719-491-5889

On Jun 5, 2018, at 11:18 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

This e-mail is to inform you that the final plat application for Blackstone Ranch, Filing 3-A has been resubmitted. I have attached the resubmittal information for you to review, because you provided comments on the case's initial submittal. If you have any further or revised comments regarding this case, please respond to me by **Wednesday, June 13th at 1:00 pm**. Thank you!

<image003.jpg>**Greg Barnes**
Planner II, *Community and Economic Development Dept.*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8216
720.523.6853 *gjbarnes@adcogov.org*
adcogov.org

<Resubmittal 02.PDF>
<Resubmittal01.pdf>

Community & Economic
Development Department
Development Services Division
www.adcogov.org

ADAMS COUNTY
COLORADO

4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name: Blackstone Ranch, Filing 3-A Final Plat
Case Number: PLT2018-00009

April 20, 2018

The Adams County Planning Commission is requesting comments on the following request: **Major subdivision final plat to create 88 single-family residential lots in the Residential-1-C zone district.**

This request is located approximately 2,000 feet southwest of the intersection of 26th Avenue and Strasburg Road. The Assessor's Parcel Number is 0181333100008. The legal description of the site can be found on the attached plat cover sheet.

Applicant Information: Paulscorp, LLC
Brad Pauls
100 St. Paul Street, Suite 300
Denver, CO 80206

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 (720) 523-6800 by 05/11/2018 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you for your information upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry — DISTRICT 1
Charles "Chaz" Tedesco — DISTRICT 2
Erik Hansen — DISTRICT 3
Steve O'Dorisio — DISTRICT 4
Mary Hodge — DISTRICT 5

Referral Listing
Case Number PLT2018-00009
Blackstone Ranch, Filing 3A Final Plat

Agency	Contact Information
Adams County	Planning Addressing PLN 720.523.6800
Adams County Construction Inspection	PWCI . PWCI 720-523-6878
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County Treasurer: Send email	Adams County Treasurer bgrimm@adcogov.org 720.523.6376
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLO DIV OF WATER RESOURCES	Joanna Williams OFFICE OF STATE ENGINEER 1313 SHERMAN ST., ROOM 818 DENVER CO 80203 303-866-3581 joanna.williams@state.co.us
COLORADO DIVISION OF WILDLIFE	Eliza Hunholz Northeast Regional Engineer 6060 BROADWAY DENVER CO 80216-1000 303-291-7454 eliza.hunholz@state.co.us
COLORADO DIVISION OF WILDLIFE	Serena Rocksund 6060 BROADWAY DENVER CO 80216 3039471798 serena.rocksund@state.co.us

Agency	Contact Information
COLORADO GEOLOGICAL SURVEY	Jill Carlson 1500 Illinois Street Golden CO 80401 303-384-2643 303-384-2655 CGS_LUR@mines.edu
Colorado Geological Survey: CGS_LUR@mines.edu	Jill Carlson Mail CHECK to Jill Carlson 303-384-2643 303-384-2655 CGS_LUR@mines.edu
COMCAST	JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com
COUNTY ATTORNEY- Email	Christine Francescani CFrancescani@adcogov.org 6884
Engineering Department - ROW	Transportation Department PWE - ROW 303.453.8787
Engineering Division	Transportation Department PWE 6875
Intermountain Rural Electric Asso - IREA	Brooks Kaufman PO Box Drawer A 5496 North US Hwy 85 Sedalia CO 80135 303-688-3100 x105 bkaufman@intermountain-rea.com
NS - Code Compliance	Gail Moon gmoon@adcogov.org 720.523.6833 gmoon@adcogov.org
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
SHERIFF'S OFFICE: SO-HQ	MICHAEL McINTOSH nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org snielson@adcogov.org (303) 654-1850 aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org
Sheriff's Office: SO-SUB	SCOTT MILLER TFuller@adcogov.org, smiller@adcogov.org aoverton@adcogov.org; mkaiser@adcogov.org 720-322-1115 smiller@adcogov.org

Agency	Contact Information
STRASBURG FIRE PROTECTION DIST #8	GERRI VENTURA PO BOX 911 STRASBURG CO 80136 303-622-4814 gventura@svfd8.org
STRASBURG PARKS AND REC DIST.	Angie Graf P.O. BOX 118 STRASBURG CO 80136 (303) 622-4260 angie@strasburgparks.org
STRASBURG SCHOOL DISTRICT 31J	Monica Johnson 56729 E Colorado Ave STRASBURG CO 80136 303-622-9211 mjohnson@strasburg31j.org
Strasburg Water & Sanitation Dist	Tracy Griffin PO Box 596 Strasburg CO 80136 303-622-4443 strawaternsan@tds.net
TRI-COUNTY HEALTH DEPARTMENT	MONTE DEATRICH 4201 E. 72ND AVENUE SUITE D COMMERCE CITY CO 80022 (303) 288-6816 mdeatrich@tchd.org
TRI-COUNTY HEALTH DEPARTMENT	Sheila Lynch 6162 S WILLOW DR, SUITE 100 GREENWOOD VILLAGE CO 80111 720-200-1571 landuse@tchd.org
Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health landuse@tchd.org .
UNITED STATES POST OFFICE	MARY C. DOBYNS 56691 E COLFAX AVENUE STRASBURG CO 80136-8115 303-622-9867 mary.c.dobyns@usps.gov
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com

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STRASBURG CO 80136-7531

AGUIRRE BENJAMIN AND
AGUIRRE PATRICIA
56659 E 23RD PL
STRASBURG CO 80136

BENNETT JAMES R AND
BENNETT LEEANN
2330 WAGNER ST
STRASBURG CO 80136-7548

BIBEAU CHARLES R AND
BIBEAU GERYL L
56280 E 28TH COURT
STRASBURG CO 80136

BLACKSTONE RANCH HOMESOWNERS ASSOCIATION
3855 LEWISTON ST SUITE 100
AURORA CO 80011

BRADLEY ELIZABETH L
56548 E 24TH PL
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BURR DOUGLAS B
2340 ADAMS CT
STRASBURG CO 80136-7540

CAMPBELL JAMES P AND
CAMPBELL DEBRA A
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STRASBURG CO 80136-7530

CHAVEZ OSCAR J VALENZUELA AND
GONZALEZ MARIA VARGAS
56549 E 23RD PL
STRASBURG CO 80136

COCHRAN CODY L AND
COCHRAN EMILY J
56640 E 23RD PL
STRASBURG CO 80136-7558

COOK ERICK
56594 E 24TH AVE
STRASBURG CO 80136-7523

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2470 ADAMS ST
STRASBURG CO 80136-7539

CORLEY MARTIN W AND
CORLEY LINDA J
2371 ADAMS CT
STRASBURG CO 80136-7540

CRAWFORD THOMAS M AND
CRAWFORD DEBORAH K
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CRITES BRIAN L
56730 E 25TH AVE
STRASBURG CO 80136-7532

DAVIS CHERYL A AND
COOPER RONALD E
56644 E 24TH AVE
STRASBURG CO 80136-7527

DEINES DEBRA
2380 ADAMS CT
STRASBURG CO 80136-7540

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STRASBURG CO 80136

DELANEY STEPHEN E AND
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DEWOLF SCOTT AND
DEWOLF CATHY
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DODGE CHARLES R III AND
DODGE LINDA L
56547 E 23RD AVE
STRASBURG CO 80136

EASTERN SLOPE HOUSING
56175 SUNSET AVE
STRASBURG CO 80136-0557

EASTWOOD RYAN J AND
EASTWOOD KELLI J
56745 E 25TH AVE
STRASBURG CO 80136-7529

ELGIN HENRY AND
ELGIN DARLENE
56635 E 25TH AVE
STRASBURG CO 80136-7530

ENGELBRECHT RUSSELL R
2024 STRASBURG ROAD
STRASBURG CO 80136

FERREL STEPHEN AND
FERREL LAURIE
2351 ADAMS CT
STRASBURG CO 80136-7540

FRANZ GEORGE W AND
FRANZ DONA RAE J
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STRASBURG CO 80136-7554

FRISBY KARL
2290 WAGNER ST
STRASBURG CO 80135

GALVAN EMIR
2310 WAGNER ST
STRASBURG CO 80136-7548

HAUN ROBERT AND
HAUN MARGARET D
56734 E 24TH AVE
STRASBURG CO 80136

HIGGINS WILLIAM H AND
HIGGINS RAMONA L
PO BOX 33
STRASBURG CO 80136-0033

HILLARD JOHN R
56598 E 24TH PL
STRASBURG CO 80136-7528

HOHNHOLT DENNIS K AND
HOHNHOLT JUDITH M
1986 ASPEN ST
STRASBURG CO 80136

HOLDSWORTH JUSTIN AND
HOLDSWORTH MISTY
56770 E 25TH AVE
STRASBURG CO 80136-7532

HULL PAULA
56400 E 28TH AVE
STRASBURG CO 80136-8007

HUMBERT EUGENE I AND HUMBERT PATRICIA A
AND HUMBERT SEANDRA
56360 E 28TH CT
STRASBURG CO 80136-8036

HURD ANTHONY
1963 BURTON ST
STRASBURG CO 80136-7806

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
PO DRAWER A
SEDALIA CO 80135

JANISH JOSHUA
1966 ASPEN STREET
STRASBURG CO 80136-0251

JOHNSON DAYMON AND
JOHNSON DANA A
2450 ADAMS ST
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56511 E 24TH AVE
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MARRERO MICHAEL A
56555 E 25TH AVE
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MATHIS CONNIE
56640 E 25TH AVE
STRASBURG CO 80136-7533

MCCAMMOND DEBRA A
1984 LONG BRANCH ST
STRASBURG CO 80136-7830

MELE SANDRA L AND
MELE ROGER W AND SHIELDS BERNADINE
56689 E 23RD PL
STRASBURG CO 80136

MILLER ROBERT J AND
MILLER SHANNON K
56680 E 25TH AVE
STRASBURG CO 80136-7533

MLECHICK ROBERT D AND
MLECHICK LAURI B
2320 ADAMS CT
STRASBURG CO 80136-7540

MOORE MICHAEL R AND
MOORE KAREN SUSAN
56530 E 23RD PL
STRASBURG CO 80136

MOREHEAD GARY I AND
MOREHEAD DIANA L
56352 SUNSET AVE
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MUTSCHELKNAUS RYAN AND
MUTSCHELKNAUS CRAIG AND ESQUIBEL SARA
56531 E 24TH AVE
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NEUMANN RICHARD JR
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STRASBURG CO 80136-7524

NORDLOH JOLENE R AND
NORDLOH JAY H
56684 E 24TH AVE
STRASBURG CO 80136-7527

O LEARY MARC AND
O LEARY JESSICA
2360 ADAMS CT
STRASBURG CO 80136-7540

PAPPEL COLBY DILLION
56612 23RD AVE
STRASBURG CO 80136-7555

PARSONS ROSS N AND
PARSONS TRACY LYNN
56580 E 23RD PL
STRASBURG CO 80136

PAULS DEVELOPMENT EAST LLC
270 SAINT PAUL ST STE 300
DENVER CO 80206-5133

PAULSCORP LLC
100 SAINT PAUL ST STE 300
DENVER CO 80206-5107

PEREZ RAMUNDO A AND
PEREZ TRACY L
56564 E 24TH AVE
STRASBURG CO 80136

PFEIFFER LYNDA SUE AND
PFEIFFER PAUL E
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PLAVEN LOUISE S
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QUINN ROBERT W III AND
QUINN KATHERINE L
56577 E 23RD AVE
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REED CHRISTON SETH AND
REED MEGAN EVA
56550 23RD PL
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203 HOOVER AVE
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SCHOOL DIST NO.31
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SHARFF ALISA
56681 E 24TH AVENUE
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SMITH HOWARD A AND
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SPRINKLE NANCY
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RECREATION DIRSTRICT
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STRASBURG PARK AND RECREATION DISTRICT
1932 BURTON ST
STRASBURG CO 80136-7826

STRASBURG SANITATION AND WATER DISTRICT
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SANITATION DIST
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STRASBURG CO 80136-7534

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TAYLOR WILLIAM D
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WILKES NICHOLAS AND
WILKES KAYLA R
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STRASBURG CO 80136

WILLIAMS RANDALL JASON AND
WILLIAMS AMIE KAY
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WILMES PHILIP STEPHEN AND
WILMES DE ANNA LYNN
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ZESSIN RUTH
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ZHOU YONG N
56733 E 24TH PL
STRASBURG CO 80136-7535

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Conversion/Scanning of Closed Case Files
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: District Attorney's Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award to Mountain States Imaging for Conversion/Scanning of Closed Case Files for the District Attorney's Office

BACKGROUND:

The District Attorney's Office generates approximately 600,000 documents throughout the year that need to be scanned into electronic format. There is an emergent need to convert approximately 126,000 microfiche cards that are currently deteriorating.

A Request for Proposal (RFP) was issued March 21, 2018. A total of four proposals were received. All submittals were evaluated on the following criteria:

- Overall Proposal
- References
- Experience/Needs Met
- Security
- Cost

After a thorough analysis, the evaluation committee determined that one proposal did not meet the minimum technical criteria and was eliminated from further evaluation. Mountain States Imaging did meet all the minimum qualifications of the RFP and provides the best value to Adams County.

The recommendation is to award an agreement with Mountain States Imaging to provide the conversion and scanning of Cold Case files in the not to exceed amount of $125,000.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

District Attorney's Office

ATTACHED DOCUMENTS:

Resolution
Evaluation Sheet

FISCAL IMPACT:

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

Fund: 1

Cost Center: 1051

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		$251,982
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$251,982

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

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

Additional Note:

The remaining funding, for 2019, to be allocated during the 2019 year budget process in the amount of $62,500.00, subject to BOCC approval.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND MOUNTAIN STATES IMAGING FOR THE CONVERSION/SCANNING OF CLOSED CASE FILES

WHEREAS, Mountain States Imaging submitted a proposal on April 20, 2018 to provide Conversion/Scanning Services of Closed Case Files for the District Attorney's Office; and,

WHEREAS, after a thorough evaluation it was deemed that Mountain States Imaging met the minimum requirements of the Request for Proposal and provides the best value to Adams County; and,

WHEREAS, Mountain States Imaging agrees to provide the Conversion/Scanning Services of Closed Case Files in the not to exceed amount of $125,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with Mountain States Imaging for Conversion/Scanning Services of Closed Case Files for the District Attorney's Office be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with Mountain States Imaging after negotiation and approval as to form is completed by the County Attorney's Office.

RFP 2018.505 - Conversion/Scanning of Closed Files

CONTRACTOR: Rocky Mountain Microfilm & Imaging RMMI										PRICE:	$1.50
CATEGORY: (project specific)	Weighting	Total Points	Evaluator 1	WS	Evaluator 2	WS	Evaluator 3	WS			CATEGORY TOTALS
Overall Proposal	20.00%	10	6.00	0.12	8.00	0.16	4.00	0.08			18.00
References	20.00%	10	8.00	0.16	9.00	0.18	7.00	0.14			24.00
Meet Needs	20.00%	10	7.00	0.14	9.00	0.18	5.00	0.10			21.00
Security	20.00%	10	10.00	0.20	8.00	0.16	4.00	0.08			22.00
Cost	20.00%	10	6.67	0.13	6.67	0.13	6.67	0.13			20.00
TOTALS:	100%	50	37.67	0.75	40.67	0.81	26.67	0.53			105.00
TOTAL SCORE:	105.00			TOTAL AVG. SCORE:			35.00				

CONTRACTOR: DocuTek, Inc.										PRICE:	$1.00
CATEGORY: (project specific)	Weighting	Total Points	Evaluator 1	WS	Evaluator 2	WS	Evaluator 3	WS			CATEGORY TOTALS
Overall Proposal	20.00%	10	9.00	0.18	9.00	0.18	8.00	0.16			26.00
References	20.00%	10	7.00	0.14	9.00	0.18	6.00	0.12			22.00
Meet Needs	20.00%	10	10.00	0.20	10.00	0.20	9.00	0.18			29.00
Security	20.00%	10	10.00	0.20	10.00	0.20	8.00	0.16			28.00
Cost	20.00%	10	10.00	0.20	10.00	0.20	10.00	0.20			30.00
TOTALS:	100%	50	46.00	0.92	48.00	0.96	41.00	0.82			135.00
TOTAL SCORE:	135.00			TOTAL AVG. SCORE:			45.00				

RFP 2018.505 - Conversion/Scanning of Closed Files

CONTRACTOR: Mountain States Imaging										PRICE:	$1.25
CATEGORY: (project specific)	Weighting	Total Points	Evaluator 1	WS	Evaluator 2	WS	Evaluator 3	WS			CATEGORY TOTALS
Overall Proposal	20.00%	10	10.00	0.20	10.00	0.20	9.00	0.18			29.00
References	20.00%	10	10.00	0.20	10.00	0.20	10.00	0.20			30.00
Meet Needs	20.00%	10	10.00	0.20	10.00	0.20	10.00	0.20			30.00
Security	20.00%	10	10.00	0.20	10.00	0.20	10.00	0.20			30.00
Cost	20.00%	10	8.00	0.16	8.00	0.16	8.00	0.16			24.00
TOTALS:	100%	50	48.00	0.96	48.00	0.96	47.00	0.94			143.00
TOTAL SCORE:	143.00			TOTAL AVG. SCORE:			47.67				

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Community Transit A-LIFT Service Provider
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Regional Affairs
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to the agreement with the Seniors' Resource Center for Community Transit Services.

BACKGROUND:

The A-LIFT program offers transportation services to Adams County residents who are disabled regardless of their age or who are 60 years of age and older. Transportation services include trips for; medical appointments, dental appointments, groceries, food bank sites, congregate meal sites, adult day and respite services, and personal trips.

The A-LIFT program receives eligible funds from Title III Older American Act and State of Colorado funding for Senior Services.

A formal Request for Proposal (RFP) was posted on Rocky Mountain Bidnet System on June 2, 2017, to seek a contractor to provide transportation services for the A-LIFT program. The Seniors' Resource Center (SRC) was the only responder to the RFP. The Board of County Commissioners approved the agreement for a one year term, with two one-year renewal options.

Staff is pleased with the services provided by SRC and is seeking to renew the agreement for one additional year. SRC has proposed a $27.49 per rider fee for this service. Denver Regional Council of Governments (DRCOG) has approved an additional $4.00 increase to ride costs due to insurance and increasing transportation costs. However, this will not impact riders as A-Lift will continue providing rides to our Senior and Special Needs residents at no cost to them. Amendment One will be in the not to exceed amount of $630,000.00 bringing the contract total to $1,239,270.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Regional Affairs

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1

Cost Center: 1033

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5690		$523,290.00
Additional Revenue not included in Current Budget:			
Total Revenues:			$523,290.00

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7605		$606,990.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$606,990.00

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:
The fiscal year for A-Lift is July-June, whereas the County budgets January-December. The above fiscal impact shows only the 2018 approved budget. The other $25,000 will be in the 2019 budget, subject to BOCC appropriations.
Revenue sources:
$400,000 from DRCOG
$123,290 from Cities served

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN ADAMS COUNTY AND SENIORS' RESOURCE CENTER FOR COMMUNITY TRANSIT SERVICES

WHEREAS, the Seniors' Resource Center submitted a proposal in 2017 to provide Community Transit Services for Regional Affairs; and,

WHEREAS, staff is pleased with the services provided by the Seniors' Resource Center and desires to renew the agreement for one additional year; and,

WHEREAS, the Seniors' Resource Center agrees to provide the Community Transit Services in the not to exceed amount of $630,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the agreement with the Seniors' Resource Center to provide Community Transit Services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One with the Seniors' Resource Center after negotiation and approval as to form is completed by the County Attorney's Office.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Waymire Dome Roof Replacement Project
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Facilities and Fleet Management Department
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: ☐ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a bid award to Alpine Roofing Company for the Waymire Dome Roof Replacement Project.

BACKGROUND:

The existing roof on the Waymire Dome is past its useful life, and is currently failing. The dome and adjacent flat trough area are approximately 20 years old. The conference center and circular corridor around the dome was constructed with a shingle type roof 10 years ago. The design consultant has advised staff the shingle roof has experienced a much shorter life cycle due to there not being a non-conditioned air space between the roof deck and the temperature conditioned building. It has been determined that the County will obtain the best value by replacing the entire building roof at one time. In lieu of using shingles on the low slope roof area, we will be using a sheet goods product, which will provide a total sustainable building roof system for another 20-25 years.

An Invitation for Bid for the Waymire Dome Roof Replacement Project was solicited through the Rocky Mountain e-Purchasing System. Bids were opened on July 11, 2018, and three bids were submitted.

Company	Total Bid Amount
Alpine Roofing Company	$661,255.00
Progressive Roofing	$930,000.00
Superior Roofing	$826,467.00

After verifying the bid prices, the Facilities and Fleet Management Department confirmed that Alpine Roofing Company is the lowest, responsive, and responsible bidder. The Facilities and Fleet Management Department recommends awarding the Waymire Dome Roof Replacement Project to Alpine Roofing Company in the amount of $661,255.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
Parks & Open Space Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 001

Cost Center: 1111

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055	11111805	1,100,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$1,100,000

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 AGREEMENT BETWEEN ADAMS COUNTY AND ALPINE ROOFING COMPANY FOR THE WAYMIRE DOME ROOF REPLACEMENT PROJECT

WHEREAS, Alpine Roofing Company submitted a bid for the 2018 Waymire Dome Roof Replacement Project for the Facilities and Fleet Management Department; and,

WHEREAS, Alpine Roofing Company is the lowest responsive and responsible bidder; and,

WHEREAS, Alpine Roofing Company agrees to provide the services set forth in the bid materials, in the not to exceed amount of $661,255.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement with Alpine Roofing Company for the Waymire Dome Roof Replacement Project, under the terms and conditions listed in the bid materials, be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the Agreement with Alpine Roofing Company for said work, after negotiation and approval as to form is completed by the County Attorney's Office.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Interior And Exterior Window Removal & Installation Project – Detention Center (DC)
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: ☐ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a bid award to Whitestone Construction Services, Inc., to provide both interior and exterior existing window removal and new window replacement including installation services for the Detention Center (DC).

BACKGROUND:

The Adams County Facilities and Fleet Management Department (Facilities) has determined that the Detention Center (DC) building requires improvements for both the interior and exterior windows for Modules A-E. The interior and exterior window replacements at the DC building will provide enhanced security and reduce total building maintenance costs in those module areas. It has been determined that interior and exterior window replacement services provided by Whitestone Construction Services, Inc., are required for DC improvement project completion. Facilities' current budgeted amount for this project is $125,000.00, however an additional amount of $35,000.00 is necessary to ensure project completion in the 2018 fiscal year. The Budget Department has approved the availability of the additional 2018 funds in the amount of $35,000.00 for this project.

A formal Invitation for Bid (IFB) was solicited on May 25, 2018, utilizing the Rocky Mountain E-Purchasing System (BidNet). The County received three (3) bids on June 13, 2018, from the following firms:

Firm Name	Overall Submitted Bid Total
Whitestone Construction Services, Inc.	$159,749.97
CCI / Glass Doctors, Inc.	$159,998.12
I-Kota Construction, Inc.	$214,709.00

After a thorough review of the submitted bid items, staff determined the bid by Whitestone Construction Services, Inc., was the lowest responsive and responsible bidder. Staff recommends the award be made in the not to exceed amount of $159,749.97.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities Management Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1

Cost Center: 2009

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7845	20091812	$160,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$160,000

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:
The additional $35,000 needed to complete the project will be moved into 2009.7845 from available funding left over from other completed projects to be identified in Facilities.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE AGREEMENT BETWEEN ADAMS COUNTY AND WHITESTONE CONSTRUCTION SERVICES, INC., FOR INTERIOR AND EXTERIOR WINDOW REPLACEMENT SERVICES AT THE ADAMS COUNTY DETENTION CENTER

WHEREAS, on June 13, 2018, Whitestone Construction Services, Inc., submitted a bid to provide interior and exterior window replacement services for the Detention Center (DC) building improvement project; and,

WHEREAS, Whitestone Construction Services, Inc. is the lowest responsive and responsible bidder: and,

WHEREAS, Whitestone Construction Services, Inc. will provide the interior and exterior window replacement services in the not to exceed amount of $159,749.97.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement between Adams County and Whitestone Construction Services, Inc. for interior and exterior window replacement services at the Adams County Detention Center be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement with Whitestone Construction Services, Inc. after negotiation and approval as to form is completed by the County Attorney's Office.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Adams County Animal Shelter
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Facilities and Fleet Management Department
HEARD AT STUDY SESSION ON: March 13, 2018
AUTHORIZATION TO MOVE FORWARD: ☒ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to the agreement with G Squared Design for the Professional Design Services of the Adams County Animal Shelter

BACKGROUND:

In April of 2016, G Squared Design was awarded an agreement to provide Design for Architect and Engineering services for the new Animal Shelter located off of Riverdale Road. In the original Scope of Work, G Squared assisted in site selection, and provided the design of the new facility. The original RFP identified a total project budget of $14,000,000.00 and a construction cost of $10,000,000.00. In December of 2016, the Board of County Commissioners approved an amended total project budget of $27,500,000.00 with an associated construction cost estimated between $20,000,000.00 and $22,000,000.00. In the first half of 2017, the level of effort significantly increased and was utilized to confirm the project program, schematic designs and project estimates.

In December of 2017, the Board of County Commissioners approved Amendment One to the agreement for revised construction costs, exploratory efforts, utility routing, and the design of the extension of Park Boulevard North to 124th Avenue. Amendment Two will add $352,827.00 to the agreement for the exploration of additional partnerships, redesign and rework for the Animal Shelter, as well as additional concept planning and utility design. The contract breakdown is as follows:

Initial scope based on the proposal approved 02/04/2016	$ 877,642.00
Amendment One approved 11/14/2017	$ 1,368,397.00

Amendment Two	$ 352,827.00
New Total Contract Value	$ 2,598,866.00

It is recommended to approve Amendment Two to the agreement with G Squared Design in the amount of $352,827.00 for a total contract value of $2,598,866.00. This change was presented to the Board of County Commissioners and they directed the team to move forward at the March 13, 2018 Study Session.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
Animal Shelter

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 4

Cost Center: 3161

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055	31611701	$12,541,364
Add'l Capital Expenditure not included in Current Budget:			
$**Total Expenditures:**			$12,541,364

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN ADAMS COUNTY AND G SQUARED DESIGN FOR ARCHITECT AND DESIGN SERVICES FOR THE RIVERDALE ANIMAL SHELTER AND REGIONAL PARK INFRASTRUCTURE

WHEREAS, in 2016, G Squared Design was awarded an agreement to provide Architect and Design Services for the Adams County Animal Shelter; and,

WHEREAS, additional services were determined necessary to add to the scope of work, including; increased construction budget, exploratory efforts of potential partners, utility routing, and other ancillary items; and,

WHEREAS, G Squared Design has agreed to provide the additional services in the not to exceed amount of $352,827.00 for a total agreement price of $2,598,866.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement between Adams County and G Squared Design for Architect and Design services for the Riverdale Animal Shelter be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment Two with G Squared Design after negotiation and approval as to form is completed by the County Attorney's Office.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 31, 2018
SUBJECT: Architecture and Engineering Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Facilities and Fleet Management
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award to Wold Architects and Engineers for Architecture and Engineering Services for the Booking Area and Satellite Office Remodels at the Adams County Detention Center.

BACKGROUND:

The Adams County Detention Center is in need of remodeling the Booking Area and Satellite Office by adding office space, rest rooms, and conference space in Courtroom B to better suit work processes.

A formal Request for Proposal (RFP) for architecture and engineering services was solicited through the Rocky Mountain e-Purchasing System (BidNet). Proposals were opened on May 31, 2018. Four firms submitted a proposal; DLR Group, Wold Architects and Engineers, GSG Architecture Design, and Powers Brown Architecture.

Firms were evaluated on the following criteria:

- Professionalism
- Project Understanding
- General Project Experience
- Specific Project Experience
- Design Team
- General Items
- Pricing

After a thorough and extensive evaluation, including an interview process, the evaluation team determined that Wold Architects and Engineers was the most responsive and responsible proposer. Staff recommends the proposal award be made to Wold Architects and Engineers for Architecture and Engineering Services for the Booking Area and Satellite Office Remodels at the Adams County Detention Center for a total not to exceed amount of $222,500.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
Sheriff's Office

ATTACHED DOCUMENTS:

Resolution
Summary Sheets

FISCAL IMPACT:

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

Fund: 1

Cost Center: 2071

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055 7845	20711801 20711802	250,000.00 90,000.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			340,000.00

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 AGREEMENT BETWEEN ADAMS COUNTY AND WOLD ARCHITECTS AND ENGINEERS FOR ARCHITECTURE AND ENGINEERING SERVICES FOR THE BOOKING AREA AND SATELLITE OFFICE REMODELS AT THE ADAMS COUNTY DETENTION CENTER

WHEREAS, Wold Architects and Engineers, submitted a proposal on March 8, 2018, for Architecture and Engineering Services for the Booking Area and Satellite Office Remodels at the Adams County Detention Center; and,

WHEREAS, after a thorough evaluation it was deemed that Wold Architects and Engineers was the most responsive and responsible proposer, and provided the best value to Adams County; and,

WHEREAS, Wold Architects and Engineers agrees to provide the Architecture and Engineering Services for the Booking Area and Satellite Office Remodels at the Adams County Detention Center in the not to exceed amount of $222,500.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with Wold Architects and Engineers for Architecture and Engineering Services for the Booking Area and Satellite Office Remodels at the Adams County Detention Center be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with Wold Architects and Engineers after negotiation and approval as to form is completed by the County Attorney's Office.

RFP # - 2018.425 PROFESSIONAL DESIGN SERVICES EVALUATION SUMMARY SHEET

CONTRACTOR: DLR Group

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5		CATEGORY TOTALS	Cost
Professionalism	1	1	0.9	0.7	0.9	0.8		4.3	
Project Understanding	2	2	1.6	1.6	1.6	1.6		8.4	
General Project Experience	1	1	0.9	0.7	0.9	0.9		4.4	
Similar Project Experience	1.5	1.35	1.35	1.05	1.35	1.2		6.3	$281,202.00
Design Team	2	1.6	1.6	1.8	1.8	1.6		8.4	
General Items	0.5	0.4	0.45	0.3	0.45	0.4		2	
Pricing	2	1.08	1.08	1.08	1.08	1.08		5.4	
TOTALS:	**10**	8.43	7.88	7.23	8.08	7.58	0	39.2	

TOTAL SCORE:	39.2	**TOTAL AVG. SCORE:**	**7.840**

CONTRACTOR: Wold Architects and Engineers

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5		CATEGORY TOTALS	Cost
Professionalism	1	1	0.9	0.8	0.9	0.8		4.4	
Project Understanding	2	2	1.6	1.6	2	1.6		8.8	
General Project Experience	1	1	0.8	0.8	0.9	0.9		4.4	
Similar Project Experience	1.5	1.2	1.2	1.05	1.35	1.2		6	$222,500.00
Design Team	2	1.6	1.6	1.4	1.8	1.6		8	
General Items	0.5	0.5	0.45	0.35	0.45	0.4		2.15	
Pricing	2	1.36	1.36	1.36	1.36	1.36		6.8	
TOTALS:	**10**	8.66	7.91	7.36	8.76	7.86	0	40.55	

TOTAL SCORE:	40.55	**TOTAL AVG. SCORE:**	**8.110**

CONTRACTOR: GSG Architecture Design

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5		CATEGORY TOTALS	Cost
Professionalism	1	1	0.9	0.6	0.9	0.7		4.1	
Project Understanding	2	2	1.6	1	1.6	1.6		7.8	
General Project Experience	1	0.7	0.8	0.5	0.9	0.7		3.6	
Similar Project Experience	1.5	0.45	1.05	0.45	1.35	0.9		4.2	$192,900.00
Design Team	2	1.4	1.6	1	1.8	1.4		7.2	
General Items	0.5	0.5	0.4	0.25	0.45	0.4		2	
Pricing	2	1.58	1.58	1.58	1.58	1.58		7.9	
TOTALS:	**10**	7.63	7.93	5.38	8.58	7.28	0	36.8	

TOTAL SCORE:	36.8

TOTAL AVG. SCORE:	**7.360**

CONTRACTOR: Powers Brown Architecture

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5		CATEGORY TOTALS	Cost
Professionalism	1	0.8	0.8	0.6	0.9	0.7		3.8	
Project Understanding	2	2	1.4	1	1.6	1.4		7.4	
General Project Experience	1	0.7	0.7	0.6	0.9	0.7		3.6	
Similar Project Experience	1.5	0.75	1.05	0.45	1.05	0.9		4.2	$151,668.00
Const. Mgmt Team	2	1	1.4	0.4	1.8	1.4		6	
General Items	0.5	0.5	0.35	0.1	0.4	0.35		1.7	
Pricing	2	2	2	2	2	2		10	
TOTALS:	**10**	7.75	7.7	5.15	8.65	7.45	0	36.7	

TOTAL SCORE:	36.7

TOTAL AVG. SCORE:	**7.340**

RFP #2018.425 PROFESSIONAL DESIGN SERVICES DETENTION CENTER BOOKING AREA & SATELLITE OFFICE REMODELS INTERVIEW SCORES

CONTRACTOR: DLR Group

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5		CATEGORY TOTALS	Cost
Interview	7.5	6	5.25	5.25	6	5.25		27.75	$281,202.00
Pricing	2.5	1.35	1.35	1.35	1.35	1.35		6.75	
TOTALS:	**10**	7.35	6.6	6.6	7.35	6.6		34.5	

TOTAL SCORE:	34.5	**TOTAL AVG. SCORE:**	**6.900**

CONTRACTOR: Wold Architects & Engineers

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5		CATEGORY TOTALS	Cost
Interview	7.5	6.75	6	6.75	7.13	6.75		33.38	$222,500.00
Pricing	2.5	1.7	1.7	1.7	1.7	1.7		8.5	
TOTALS:	**10**	8.45	7.7	8.45	8.83	8.45		41.88	

TOTAL SCORE:	41.88	**TOTAL AVG. SCORE:**	**8.376**

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

CASE NO.: RCU2017-00039

CASE NAME: AMERICAN TOWERS

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COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

STAFF REPORT

Board of County Commissioners July 31, 2018

CASE No.: **RCU2017-00039** CASE NAME: **American Towers**

Owner's Name:	Aurora Highlands, LLC.
Applicant's Name:	American Towers, LLC. (Liz Walker)
Applicant's Address:	10 Presidential Way, Woburn, MA 01801
Location of Request:	23700 E. 42ND Ave.
Nature of Request:	A conditional use permit to allow a commercial telecommunications tower on the property
Zone Districts:	Agriculture-2 (A-2)
Comprehensive Plan:	Urban Residential
Site Size:	0.037 acre (1,635 square foot) portion of a 9.5 acre parcel
Proposed Uses:	Telecommunications Tower
Existing Use:	Residential
Hearing Date(s):	**PC: July 26, 2018 / 6:00 p.m.**
	BOCC: July 31, 2018 /9:30 a.m.
Hearing Location:	4430 S. Adams County Parkway, Brighton, CO 80601 / Public Hearing Room 1st Floor
Report Date:	July 13, 2018
Case Manager:	Emily Collins EAC
Staff Recommendation:	Approval with 8 Findings-of-Fact and 4 conditions
PC Recommendation:	Continuance to July 12, 2018

BOCC UPDATE

The Planning Commission (PC) is scheduled to consider this request on July 26, 2018. Staff will provide update of the PC meeting during the Board of County Commissioners public hearing presentation.

On June 14, 2018, the PC considered the subject request and continued it to their July 12th public hearing meeting. At the PC hearing, the property owner of the parent parcel surrounding the lease area of the proposed telecommunication tower informed the PC that the entire property is currently under review for it to be annexed into the City of Aurora, and therefore requested the PC to deny the request as the telecommunication tower does not conform to planned development of the area after the annexation. There was a representative for the applicant who spoke at the June 14, 2018 meeting. The representative informed the PC that the tower had been on the property for over 26 years and the owner of the surrounding property was aware of the location of the tower prior to purchasing it. In addition, the applicant made several efforts to collaborate with the owner of the parent parcel. However, these efforts were unsuccessful. After the public hearing, the PC decided to continue the case to their July 12, 2018 meeting and wait for a final decision on the annexation review. On July 9, 2018 the City of Aurora approved to annex the property into the city.

The PC considered the case again at the July 12, 2018 meeting. However, the applicant was unable to attend the meeting and requested the case to be continued to the PC meeting on July 26, 2018.

SUMMARY OF PREVIOUS APPLICATIONS

On May 18, 1972, the Board of County Commissioners (BoCC) approved the Swain Subdivision which included the subject property.

On November 4, 1991, the Board of County Commissioners approved a conditional use permit to allow a fifty foot tall commercial telecommunications tower on the property. This permit was granted for ten years.

On October 1, 2007, the BoCC approved a conditional use permit to extend the expiration date for the existing tower for an additional ten years, expiring on October 1, 2017.

SUMMARY OF APPLICATION

Background

American Towers, LLC, the applicant, is requesting to renew the conditional use permit (CUP) to allow the existing commercial telecommunications tower to remain on the property. The tower is fifty (50) foot tall with associated equipment shelter and located on 0.037 acres of a permanent lease area of a 9.5 acre property. There are two carriers currently co-located on the tower.

Site Characteristics:

The property is located east of Gun Club Road and south of E. 42nd Avenue and surrounded by the municipal boundaries of the City of Aurora to the north, south, east, and west. There is a master planned residential and commercial mixed-use development (Aurora Highlands) proposed on these surrounding properties. The proposed surrounding developments are

currently under review by the City of Aurora. In reviewing the subject request, the City of Aurora informed the County of their intention to annex the subject property with the goal of it being developed with uses consistent with the master plan for the area.

Currently, the property is developed with an existing single-family dwelling which was built in 1972. The subject site has access on E. 42nd Avenue via a private easement.

Development Standards and Regulations Requirements:

Per Section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a commercial telecommunications tower in the A-2 zone district. Section 4-09-02-07 of the County's Development Standards and Regulations outlines design and performance standards for telecommunication facilities. These standards include maximum height, landscaping and screening, setbacks from property lines, separation from other freestanding facilities, and setbacks from residential uses. The elevation plan, provided with the application, show the existing tower is 50 feet in height. The maximum height allowed in the A-2 zone district for dwellings and accessory structures is thirty-five (35) feet; however, the Board of County Commissioners, through the conditional use permit, may grant an exception to the height of the telecommunication tower to exceed the maximum height allowed in the zone district. The previous conditional use permit was approved to allow the height of the tower to be 50 feet. There are no proposed changes to the height.

Per Section 4-09-02-07(3) of the County's Development Standards and Regulations, freestanding telecommunication towers shall not be located closer than the height of the tower from any property line. The proposed telecommunication tower is setback 53 feet from the nearest property line to the east and 112 feet from the northern property line abutting E. 42and Avenue, thus conforming to the required setback standards.

Landscaping is required to screen the telecommunication tower as outlined in Section 4-09-02-07(3)(b) of the County's Development Standards and Regulations. The landscape plan provided with the application also shows a proposed installation of thirty-five (35) evergreen trees and shrubs along the exterior portions of the tower structure. This is to enhance aesthetic view of the tower and its surroundings. The proposed landscape plan conforms to the County's requirements outlined in Section 4-09-02-07(3) of the Development Standards and Regulations. The site plan submitted also shows all equipment associated with the telecommunication tower will be located and enclosed behind a new six-foot concrete masonry wall. The lease area for the tower is currently enclosed by a chain link fence, which will be replaced with the proposed concrete masonry wall.

Section 4-09-02-07(3)(d) of the County's Development Standards and Regulations requires telecommunication towers to be located no closer than 1,000 feet from the nearest telecommunications tower. From information submitted by the applicant, the proposed location conforms to the County's spacing requirement. In addition, the applicant has provided coverage maps of the area to demonstrate the need for the existing tower (See Exhibit 3.3).

Future Land Use Designation/Goals of the Comp-Plan for the Area

The future land use designation on the property is Urban Residential. Per Chapter 5 of the County's Comprehensive Plan, the Urban Residential designated areas are intended to provide a variety of housing types, and create and maintain healthy residential neighborhoods. Primary uses in the Urban Residential future land use designation are single and multiple-family housing developed at densities of one dwelling unit per acre or greater. All of the surrounding properties to the north, south, east, and west of the subject property are within the jurisdiction of the City of Aurora and are currently undeveloped.

During the referral review of the subject request, the City of Aurora informed the County that the City intends to annex the property and the property owner of the land surrounding the easement area, Aurora Highlands, LLC, is currently in the process of obtaining development approvals from the City for a master planned community development. Therefore, the City is opposed to the request to renew the conditional use permit as location of the telecommunication tower is incompatible with the proposed development plans for the area. The surrounding area to the subject site is within the City's E-470 Corridor District which is intended to provide for high-quality economic development and new neighborhoods. This corridor is expected to contain approximately 70 percent of the City's future population growth. The corridor plan also designates several regional activity centers which are intended for intensive, mixed-use developments.

Per Chapter 3 of the Adams County Comprehensive Plan, specifically Policy 2.1, in administering land use and development policies, the County is to consider the growth area of each Adams County municipality and promote development in a manner that supports those municipalities land use plan and goals to avoid interjurisdictional competition. The County is to also coordinate with affected municipalities on development proposals located within municipal growth areas. Further, the County is to continue to engage each impacted municipality as a referral source for comments and review of proposed developments and give careful considerations to affected municipalities input. Policy 2.1.b of the Adams County Comprehensive Plan encourages annexation if a municipality demonstrates the intent and ability to provide municipal services to a development area in the near future. The City of Aurora has informed the County that the property is currently undergoing annexation and planned to be completed by July of this year. Therefore, recommends that any proposed request for development on the property must conform to the City's development plans for the area.

The request to develop the property for a telecommunications tower is inconsistent with the County's Comprehensive Plan and policy for coordinating with the County's municipalities and their growth areas. Specifically, the property owner of the parent parcel is currently pursuing annexation of the property and plans for it to be developed in unison with a master plan for the area. Because of the proposed annexation and the City of Aurora future development plan for the area, staff is recommending a two-year conditional use approval to allow the telecommunication tower on the property. The two year time limit will allow continued use of the telecommunication tower and also time for the applicant to discuss alternative locations with the property owner of the larger parcel and City of Aurora.

Surrounding Zoning Designations and Existing Use Activity:

Northwest **Aurora** **Vacant**	**North** **Aurora** **Vacant**	**Northeast** **Aurora** **Vacant**
West **Aurora** **Vacant**	**Subject Property** **A-2** **Residential**	**East** **Aurora** **Vacant**
Southwest **Aurora** **Vacant**	**South** **Aurora** **Vacant**	**Southeast** **Aurora** **Vacant**

Compatibility with the Surrounding Land Uses:

A majority of the surrounding properties to the site are located within the City of Aurora, with a zoning designation of E-470 and North East Plains Sub-Areas. The surrounding area is also within the Colorado Aerotropolis and Denver International Airport (DIA) Transit Corridor. Although the existing telecommunications tower is currently under the jurisdiction of Adams County, the tower complies with the city of Aurora's height and setback requirement for freestanding communications towers. The City's requirements include a maximum height of 60 for properties located in the E-470 Medium Density Residential Zoning District and a setback of one foot for every foot of the tower from any property zoned for residential use or public right-of-ways. The existing tower is setback approximately 112 feet from E. 42nd Avenue and 53 feet from the eastern property line; and conforms to the City's standards.

Staff Recommendations:

Based upon the application, the criteria for approval of a conditional use permit outlined in Section 2-02-08-06 of the County's Development Standards, the County's Comprehensive Plan, and a recent site visit, staff recommends approval of the request with 8 findings-of-fact and 4 conditions.

Findings-of-Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and no presence of environmental constraints.

7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions:

1. The conditional use permit shall expire on July 31, 2020.
2. The applicant shall install the landscape and screen fencing as shown on the final site plan submitted with the application and approved by the BoCC. Installation of the landscape and screen fencing shall be completed within 60 days of approval by the Board of County Commissioners. The applicant shall request an inspection for the required landscape and screen fence requirements from the Community and Economic Development Department after installation is completed.
3. The height of the freestanding telecommunications tower shall not exceed 50 feet.
4. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
6	1

Staff sent notices to property owners and residents within one-half mile radius of the subject request and received one letter in opposition. The property owner and developer of the proposed Aurora Highlands master planned community sent the letter in opposition and stated that renewal of the existing tower would impede future development of the area as a mixed-use commercial and residential community.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

The City of Aurora is opposed to the conditional use permit application. The City stated that the property will be annexed and the proposed request is incompatible with intended future development of the area.

Xcel Energy and the Federal Aviation Administration review the request and had no concerns.

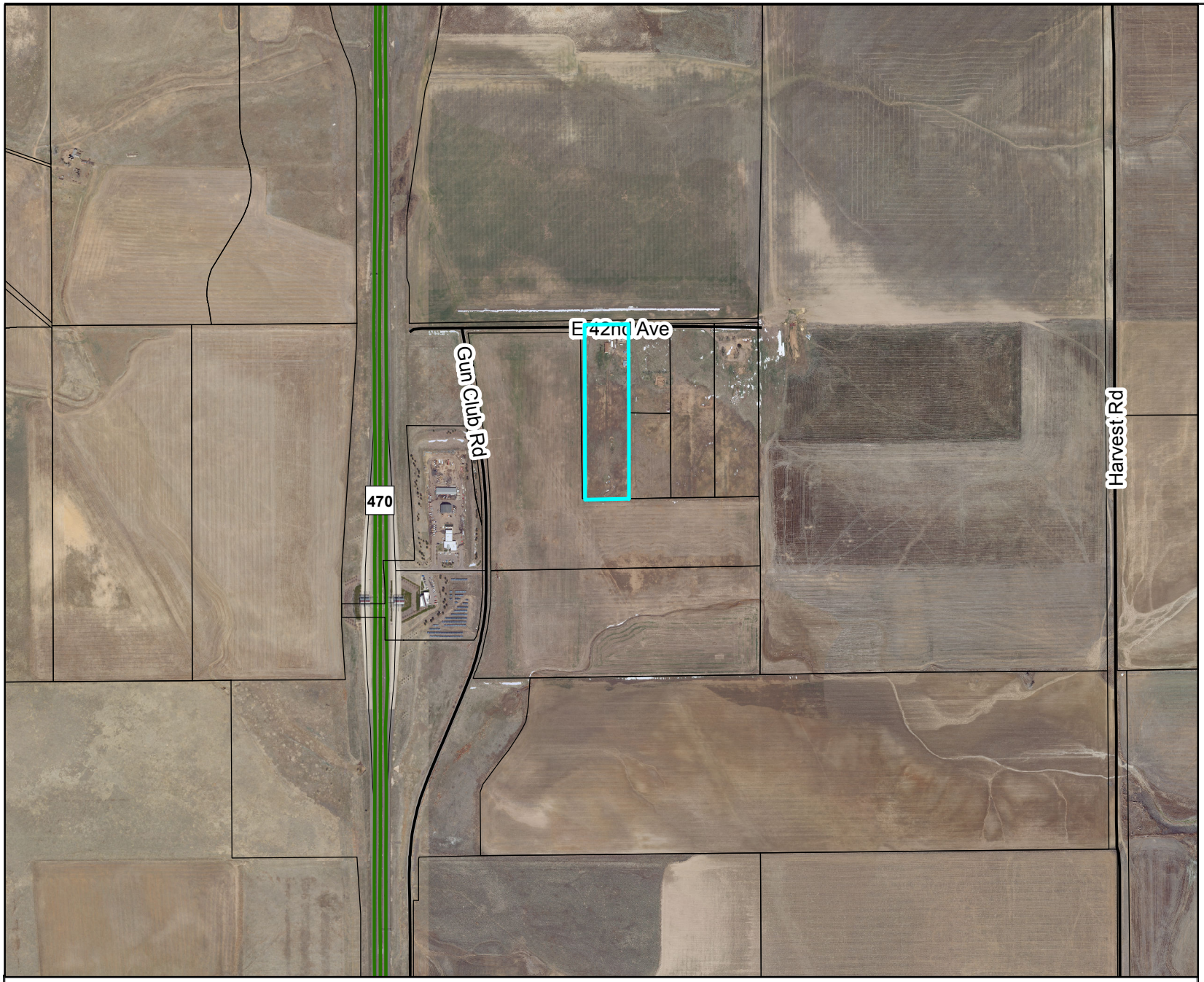
Responding without Concerns:

Federal Aviation Administration
Xcel

Notified but not Responding / Considered a Favorable Response:

Adams Arapahoe School District 28J

Century Link
Comcast
Denver International Airport
First Crekk Ranch Metropolitan Distirct
Sable Altura Fire District
Tri-County Health Department



LEGEND

- Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

ADAMS COUNTY COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

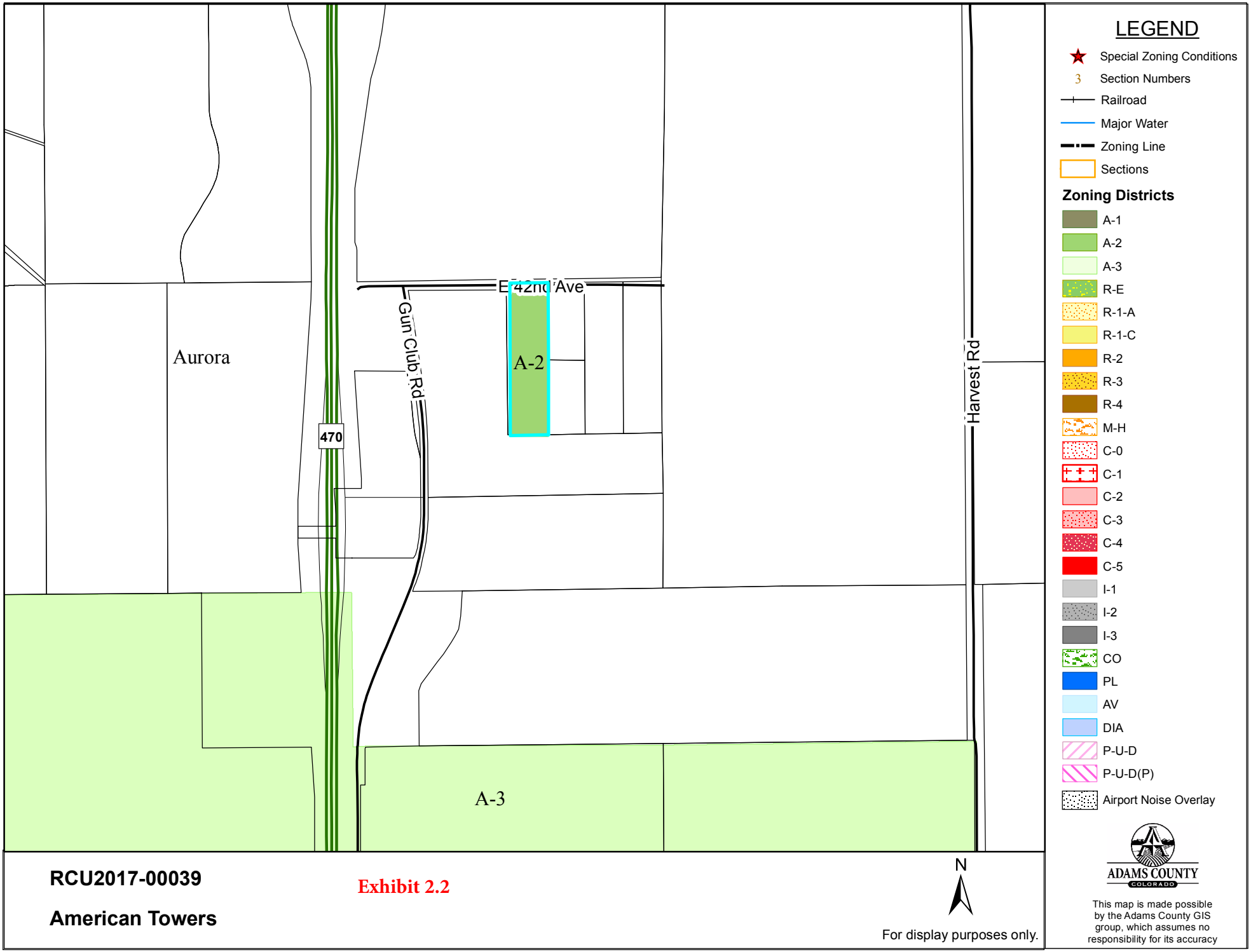
RCU2017-00039

American Towers

Exhibit 2.1

N

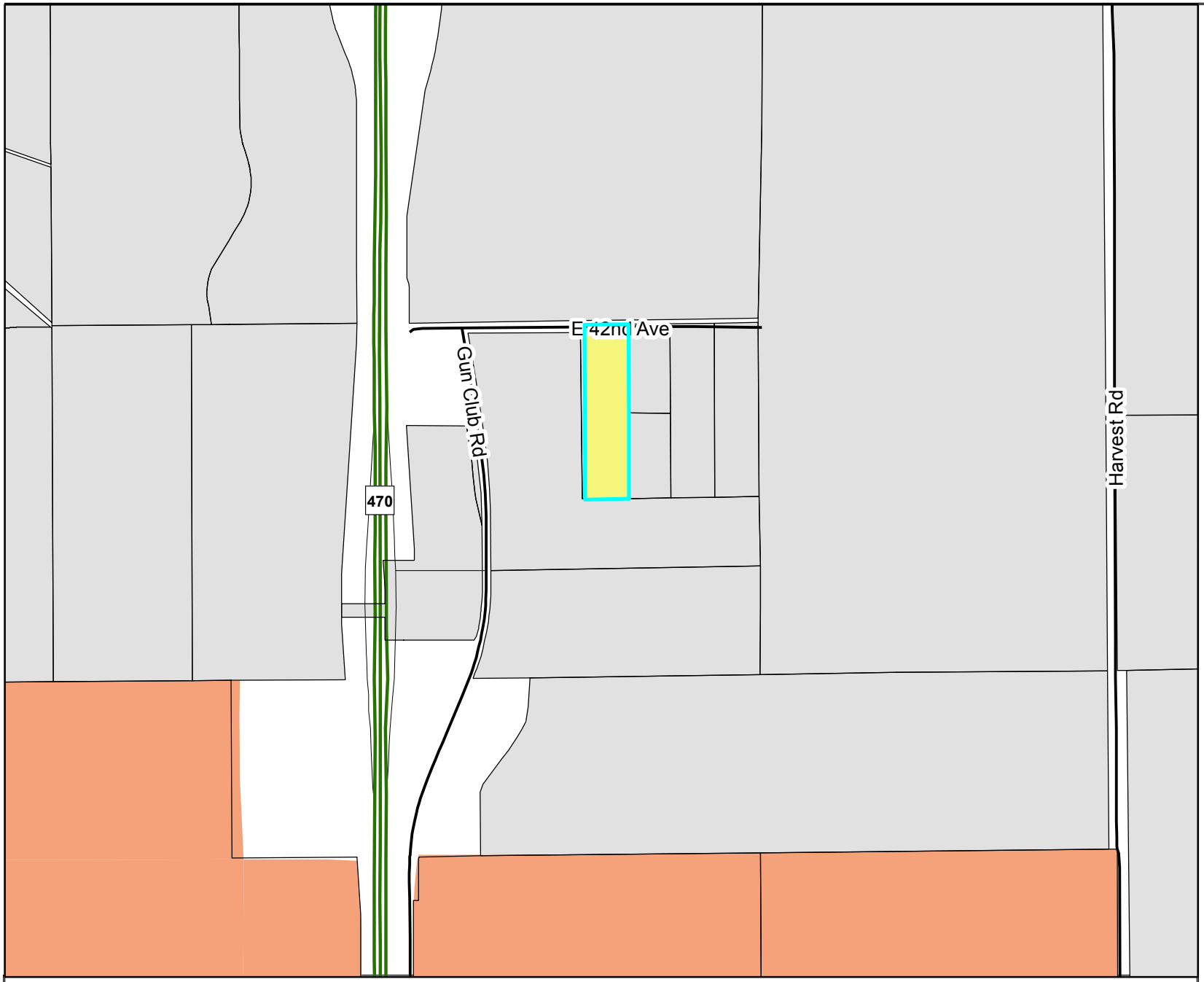
For display purposes only.



RCU2017-00039

American Towers

Exhibit 2.2



RCU2017-00039

American Towers

Exhibit 2.3

N

For display purposes only.

LEGEND

- Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
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- P-U-D(P)
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ADAMS COUNTY COLORADO

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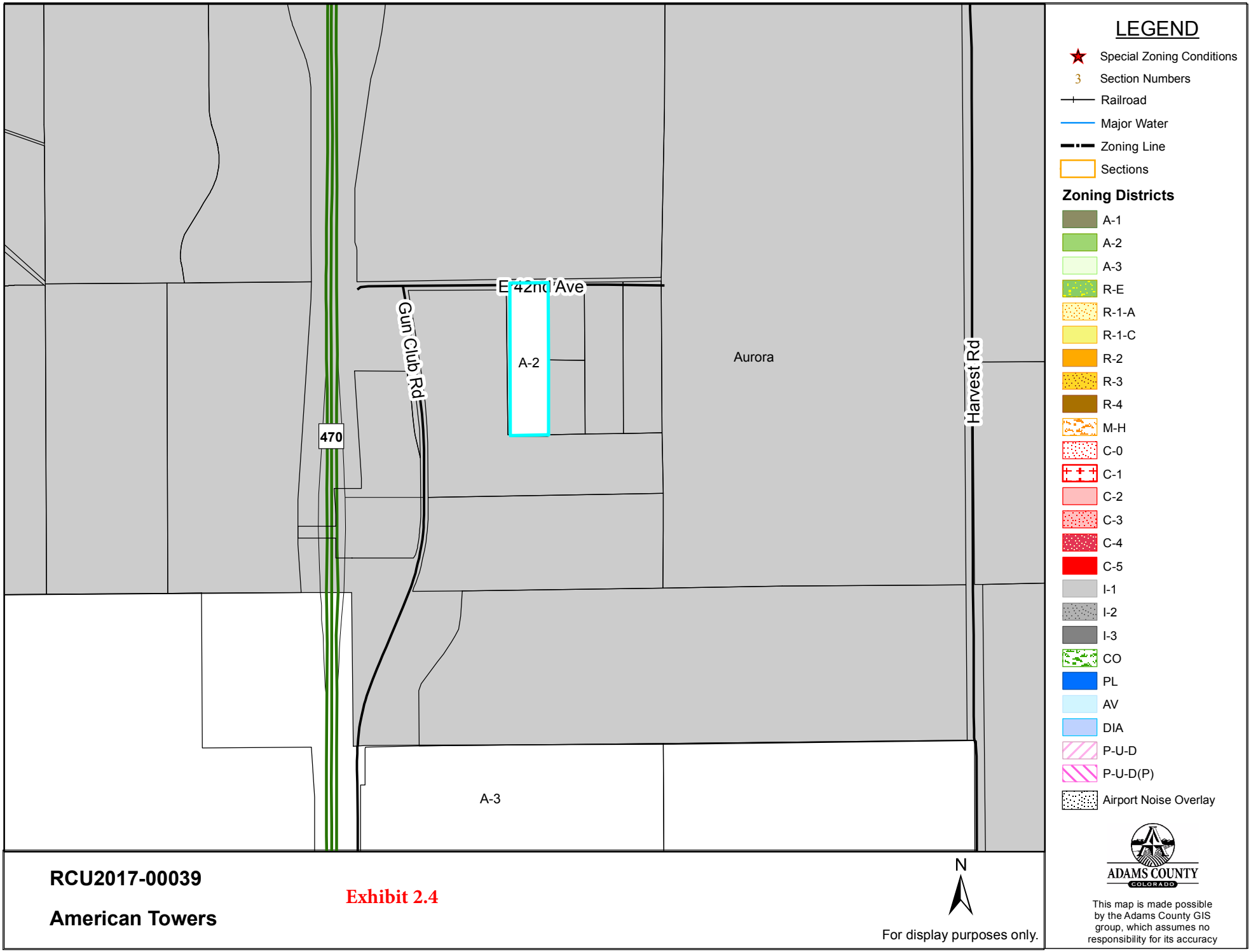


RCU2017-00039

American Towers

Exhibit 2.4

Exhibit 3.1

Written Explanation of Request
RENEWAL APPLICATION FOR COMMERCIAL TELECOMMUNICATIONS TOWER
Adams County RCU2007-00030

Submitted to Adams County, Colorado
Department of Planning & Development
September 13, 2017

1. GENERAL INFORMATION

Applicant: American Tower Asset Sub, LLC
Attn: Bonnie Belair, Attorney
10 Presidential Way
Woburn, MA 01801
Bonnie.Belair@AmericanTower.com

Representative: Wireless Policy Group LLC
Contact: Liz Walker
303-264-7455

Property Owner: Aurora Highlands LLC

Site Address: 23700 East 42nd Avenue, Aurora, CO

APN: 0181900001001

Zoning Classification: Agricultural 2 (A-2 Zone District)

Wireless Policy Group LLC is submitting this application on behalf of American Towers, LLC (the "**Applicant**"). *See attached Letter of Authorization*.

2. INTRODUCTION

The Applicant submits this request to renew the Conditional Use Permit (CUP) for an existing Commercial Mobile Radio Service (CMRS) Telecommunications Site ("**the Facility**") at 23700 E. 42nd Avenue in Adams County. The Facility is necessary to continue filling a significant gap in wireless telephone and data service in this area, and to support seamless coverage in the co-locating carriers' greater wireless networks. The Applicant requests that the CUP be renewed for a 10-year term.

Adams County Board of County Commissioners initially approved the site in November of 1991, and approved a subsequent renewal in October of 2007. No modifications to the existing tower, as previously permitted, are proposed in this renewal request. *See attached Site Plan*.

This proposal meets all of the Adams County criteria for renewing a CUP, and the Applicant respectfully requests that Adams County approve the renewal for a 10-year term, with no new conditions of approval.

3. BACKGROUND INFORMATION

3.1 The Existing WCF

The existing Facility, comprised of a 50-foot tall monopole and an equipment shelter in an easement area of approximately 1636 square feet. The Property is in an A-2 Zone District. The Facility currently accommodates co-location of two telecommunications carriers.

3.2 Prior Zoning Approvals

The Board of County Commissioners of Adams County (BoCC) originally approved the CUP for the existing Telecom Site pursuant to case number 101-91-C. That CUP was valid for a term of 10 years. The facility was designed, constructed and has operated in accord with the contemporaneous design requirements and performance standards, and the original conditions of approval, including a condition that the facility provide for co-location.

In 2007, the BoCC approved a renewal of the CUP extending the term of the permit an additional 10 years under Case No. RCW2007-00030. The Facility continues to operate in accord with Adams County code requirements and accommodates co-location of two telecommunications carriers.

3.3 Network Information

Carriers consider the coverage provided by existing CMRS telecommunication sites, such as the one at this location, when installing complementary facilities to strengthen their networks. The subject Facility is now an essential part of the Adams County regional wireless network.

Generally, the need for wireless service is determined by market demand, coverage requirements for a specific geographic area, and the need to provide continuous coverage from one site to another in a particular geographic region. A CUP renewal in this case would allow continued wireless communications service in this area. This includes emergency 911 calls throughout Adams County.

3.4 Applicable Law

Federal, state and local laws will apply to this application.

The federal Telecommunications Act acknowledges a local jurisdiction's zoning authority over wireless facilities, but limits the exercise of that authority in several important ways. First, a local regulation may not prohibit, or have the effect of prohibiting, the provision of wireless services. 47 U.S.C. Section 332(c)(7)(A) and -(B)(i)(II).

Also under the Telecommunications Act, a jurisdiction is prohibited from considering the environmental effects of radio frequency emissions (including health effects) of the WCF site if the site will operate in compliance with federal regulations. 47 U.S.C. Section 332(c)(7)(B)(iv). The Facility does now, and would continue to, operate in accordance with the Federal Communications Commission's Radio Frequency emissions regulations. Therefore, this issue is preempted under federal law and any testimony or documents introduced relating to the environmental or health effects of the WCF site should be disregarded in this proceeding.

Additionally, just as the jurisdiction may not consider the environmental effects of radio frequency emissions, it also may not discriminate amongst providers of functionally equivalent services. A jurisdiction must be able to provide plausible reasons for disparate treatment of different providers' applications for similarly situated facilities.

Finally, the Telecommunications Act requires local jurisdictions to act upon applications for wireless communications sites within a "reasonable" period of time.

Under the Adams County Development Standards and Regulations (the Code), an application for CUP renewal is subject to limited Conditional Use Permit Review Procedures under Code Section 2-02-08-04 and -05, including notice, public hearing and a decision by the BoCC. The Adams County criteria governing CUP Criteria for Approval (Code Section 2-02-08-06) are specifically addressed below.

4. APPLICATION SUBMITTAL REQUIREMENTS

This renewal application complies with all requirements of the Adams Code CUP Criteria for Approval, which are addressed directly below.

Chapter 2 ü **Application and Permitting Procedures**
Specific Development Review Steps for Development Applications

2-02-08-06 Conditional Use Permit ü **Criteria for Approval**

The Planning Commission, in making their recommendation, and the Board of County Commissioners, in approving a conditional use permit, shall find:

1. The conditional use is permitted in the applicable zone district.

RESPONSE: The Facility is in an Agricultural-2 District (A-2). Per the Use Chart at Section 3-07-01 Telecommunications/Commercial Communications Towers are allowed in an A-2 Zone District with a Conditional Use Permit.

2. The conditional use is consistent with the purposes of these standards and regulations.

RESPONSE: Per Section 3-08-04-04, Communications Towers are a conditional use in this zone district.

The existing Telecom Site has been at its location in an A-2 district for 25 years and was previously found to be consistent with the purposes of these standards and regulations.

Per Section 2-02-08-01,

> "Conditional uses are those which are presumptively compatible with other land uses authorized or permitted in a zone district, but, if approved, which require more discretionary review than those uses which are authorized [outright]."

The Adams County Code categorizes Telecommunications Towers as presumptively compatible with the other land uses authorized in an A-2 zone. The existing Tower has been subject to 2 prior discretionary review processes and was approved subject to conditions.

The Applicant has provided all required documentation as listed on the CUP Checklist and agreed to by Adams County Planning. See CUP Checklist and attachment lists.

3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.

RESPONSE: The Tower was designed and constructed, and has operated, in accord with the design requirements and performance standards applicable to the 2007 CUP approval. No modifications beyond the carriers' respective antenna and equipment upgrades have been made to the design or operation of the Tower. See attached Site Plan.

4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.

RESPONSE: The existing Tower is compatible with the surrounding area and fits in with the character of the surrounding uses. The Tower has been at its location for over 25 years. To Applicant's knowledge, there have no complaints about noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation relating to the Tower or the associated equipment. The Tower operates in accordance with FCC radio frequency emissions regulations.

The Tower does not generate any significant traffic because it is an unmanned facility and requires only periodic maintenance visits by carrier personnel.

5. The conditional use permit has addressed all off-site impacts.

RESPONSE: The site has a critical impact in supporting the communications infrastructure in the area.

6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.

RESPONSE: The site has been adequate for the operation and maintenance of the Tower for 25 years.

7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.

RESPONSE: The site, as designed and constructed, has shown to be the most convenient and functional use of the lot. The parking scheme and traffic circulation are more than adequate, as there is rarely more than one maintenance vehicle serving the Tower at a time. Fencing, screening, landscaping, signage, and lighting were designed and constructed in accord with Adams County code requirements.

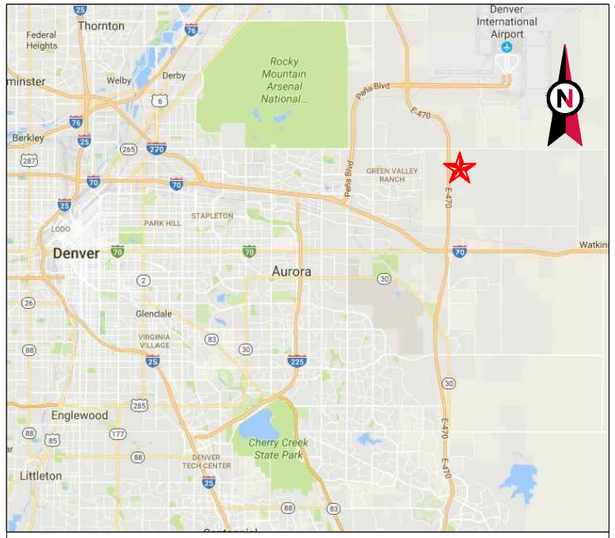
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

RESPONSE: The Facility does not require sewer or water service. The Facility was designed and constructed in accord with Adams County storm water drainage and, to the Applicant's knowledge, there are no issues with storm water drainage at the site as a result of the Facility. The need for fire or police protection is unlikely, but roads are available for this service if needed.

6. CONCLUSION

The zoning renewal application for the Telecommunications Tower at Parcel No. 0181900001001 in Adams County meets the requirements of the County's Development Standards and Regulations, and the Applicant respectfully requests that Adams County approve the CUP renewal for a term of 10 years.

Exhibit 3.2



VICINITY MAP

AMERICAN TOWER®

SITE NAME: RACEWAY
SITE NUMBER: 82148
SITE ADDRESS: 23700 E. 42ND AVE
AURORA, CO 80019

LOCATION MAP

SPECIAL USE PERMIT RENEWAL

COMPLIANCE CODE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. INTERNATIONAL BUILDING CODE (IBC)
2. NATIONAL ELECTRIC CODE (NEC)
3. LOCAL BUILDING CODE
4. CITY/COUNTY ORDINANCES

UTILITY COMPANIES

POWER COMPANY: XCEL
PHONE: (800) 481-4700

TELEPHONE COMPANY: CENTURY LINK
PHONE: (800) 777-9594

811 Know what's below. Call before you dig.

PROJECT SUMMARY

SITE ADDRESS:

23700 E. 42ND AVE
AURORA, CO 80019
COUNTY: ADAMS

GEOGRAPHIC COORDINATES:

LATITUDE: 39.7761
LONGITUDE: -104.71009
GROUND ELEVATION: 5520' AMSL

ZONING INFORMATION:

JURISDICTION: ADAMS COUNTY
PARCEL NUMBER: 0181900001001
ZONING: A-2 (AGRICULTURAL-2)

PROJECT TEAM

TOWER OWNER:

AMERICAN TOWER - DELAWARE CORP
10 PRESIDENTIAL WAY
WOBURN, MA 01801

PROPERTY OWNER:

AURORA HIGHLANDS LLC
6550 SOUTH PECOS RD STE 124
LAS VEGAS, NV 89120

ENGINEER:

ATC TOWER SERVICES
3500 REGENCY PARKWAY SUITE 100
CARY, NC 27518

AGENT:

JEREMY MUDD
ATTORNEY, AMERICAN TOWER
10 PRESIDENTIAL WAY
WOBURN, MA 01801

PROJECT DESCRIPTION

THIS SUBMITTAL IS FOR RE-PERMITTING WITH THE ADAMS COUNTY. THIS SET OF DRAWINGS IS INTENDED TO DEPICT EXISTING SITE CONDITIONS.

PROJECT NOTES

1. THE FACILITY IS UNMANNED.
2. A TECHNICIAN WILL VISIT THE SITE APPROXIMATELY ONCE A MONTH FOR ROUTINE INSPECTION AND MAINTENANCE.
3. EXISTING FACILITY MEETS OR EXCEEDS ALL FAA AND FCC REGULATORY REQUIREMENTS.
4. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT LAND DISTURBANCE OR EFFECT OF STORM WATER DRAINAGE.
5. NO SANITARY SEWER, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED.
6. HANDICAP ACCESS IS NOT REQUIRED.

PROJECT LOCATION DIRECTIONS

FROM DENVER, CO:

TAKE I-70 EAST. TAKE EXIT 286 GO NORTH ON TOWER RD., EAST ON E. 32ND. THEN EAST ON 26TH, THEN NORTH ON GUN CLUB RD. TO 23700 42ND AVE.

SHEET INDEX

SHEET NO:	DESCRIPTION:	REV:	DATE:	BY:
G-001	TITLE SHEET	3	05/17/18	NRP
C-101	SITE PLAN	2	04/17/18	NRP
C-102	PLANTING PLAN	3	05/17/18	NRP
C-201	TOWER ELEVATION	2	04/17/18	NRP
C-501	SIGNAGE	2	04/17/18	NRP

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ATC TOWER SERVICES, LLC
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 468-0112

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REV.	DESCRIPTION	BY	DATE
0	FOR PERMITTING	NK	04/10/17
1	ADDED PLANTING PLAN	NRP	03/20/18
2	PER PLANNING COMMENTS	NRP	04/17/18
3	ADDED LANDSCAPING NOTE	NRP	05/17/18

ATC SITE NUMBER:
82148

ATC SITE NAME:
RACEWAY

SITE ADDRESS:
23700 E. 42ND AVE
AURORA, CO 80019

SEAL:

DRAWN BY:	NK
APPROVED BY:	PPB
DATE DRAWN:	04/10/17
ATC JOB NO:	12067621

TITLE SHEET

SHEET NUMBER: G-001

REVISION: 3

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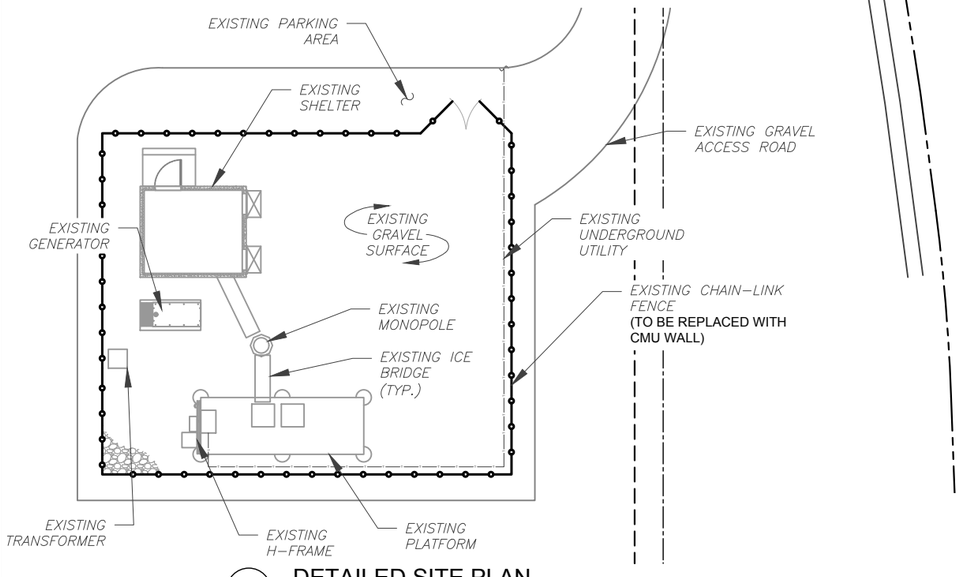
NOTES:
1. THIS SET OF DRAWINGS IS INTENDED TO DEPICT EXISTING SITE CONDITIONS ONLY. THE PROJECT WILL NOT RESULT IN ANY PROPOSED WORK.
2. BOUNDARY INFORMATION OBTAINED FROM: ADAMS COUNTY GIS MAPPING.

LEGEND

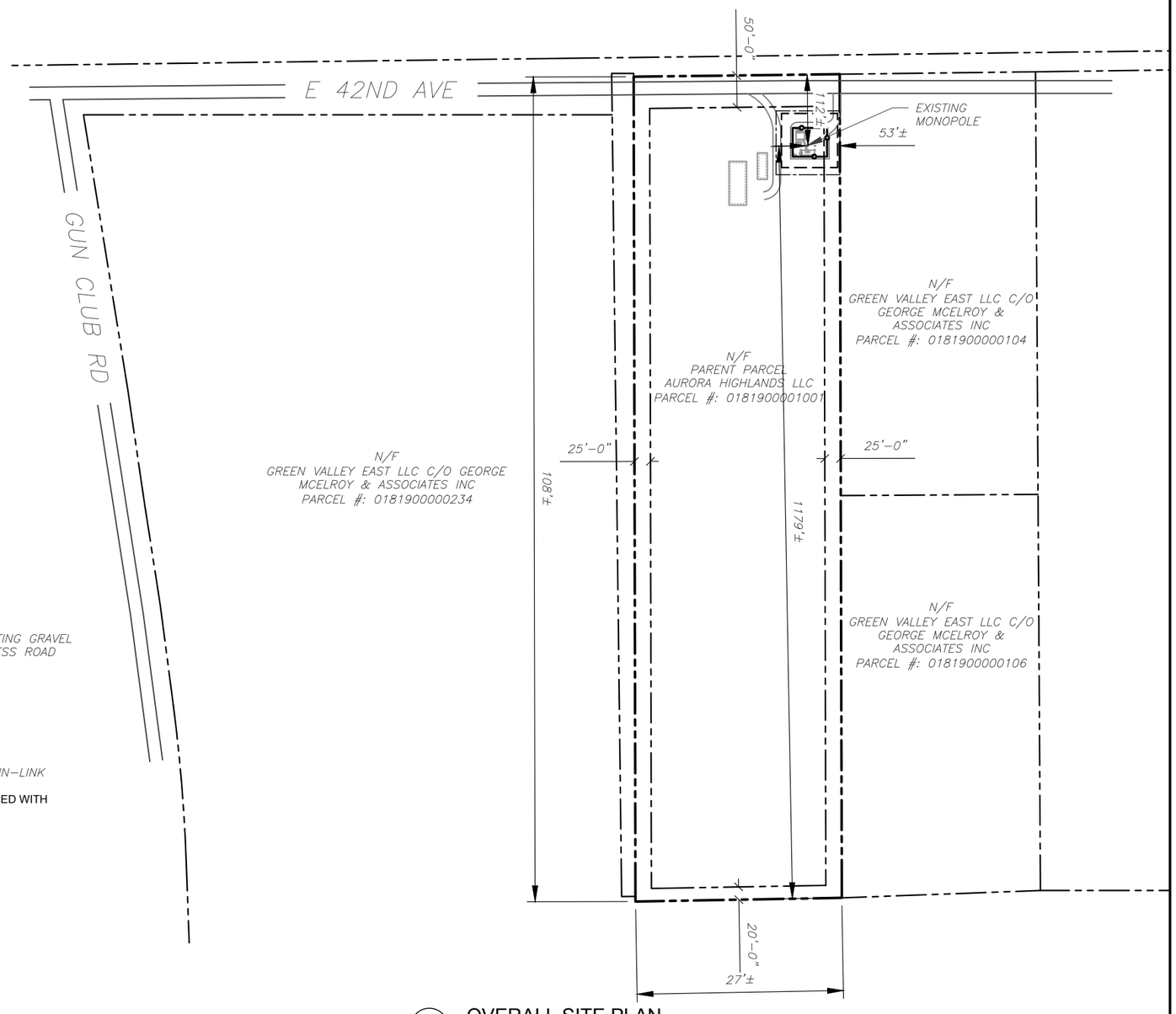
- EXISTING PROPERTY
- EXISTING ADJ. PROPERTY
- EXISTING PROPERTY SETBACK
- EXISTING CHAINLINK FENCE
- EXISTING BUILDING
- EXISTING ROAD (STONE)
- EXISTING ROAD (PAVED)
- EXISTING CONCRETE
- EXISTING TELCO
- PROPOSED CMU WALL



2 DETAILED SITE PLAN

0 20' 40'

SCALE: 1"=20' (11X17)
1"=10' (22X34)



3 OVERALL SITE PLAN

0 200' 400'

SCALE: 1"=200' (11X17)
1"=100' (22X34)

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SITE ADDRESS:
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AURORA, CO 80019

SEAL:

DRAWN BY:	NK
APPROVED BY:	PPB
DATE DRAWN:	04/10/17
ATC JOB NO:	12067621

SITE PLAN

SHEET NUMBER: C-101

REVISION: 2

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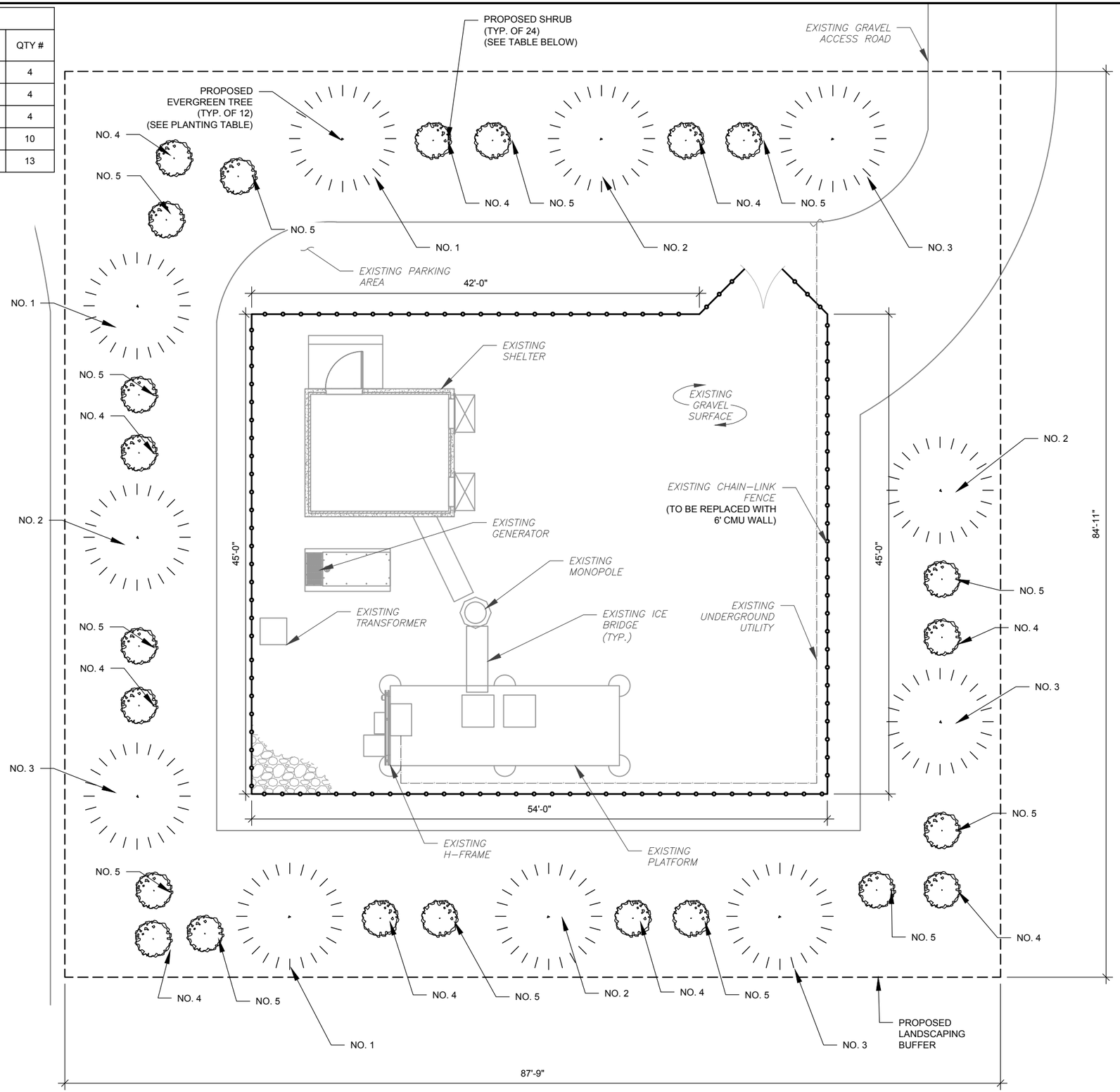
PLANTING TABLE			
NO.	SPECIES	MIN. PLANTING SIZE	QTY #
1	EVERGREEN (PINUS NIGRA)	5' TALL	4
2	EVERGREEN (PINUS PONDEROSA)	5' TALL	4
3	EVERGREEN (PINUS SYLVESTRIS)	5' TALL	4
4	SHRUB (ALNUS SP.)	5 GAL	10
5	SHRUB (POPULUS TREMULOIDES)	5 GAL	13

NOTES:
1. THE PERCENTAGE OF LIVING MATERIAL TO NON-LIVING MATERIAL IS APPROXIMATELY 67% LIVING TO 33% NON-LIVING
2. THERE IS NO IRRIGATION SYSTEM CURRENTLY AT THE SITE AND ATC WILL NOT BE INSTALLING ONE FOR THIS PROJECT.
3. PROPOSED LANDSCAPING WILL BE WATERED WEEKLY, TRUCKED IN UNTIL ESTABLISHED. ONCE ESTABLISHED, LANDSCAPING WILL BE WATERED EVERY 2 WEEKS.
4. LIVING GROUND COVERS MUST BE FIFTY PERCENT ESTABLISHED AFTER THE FIRST GROWING SEASON, AND NINETY PERCENT ESTABLISHED THEREAFTER.
5. NON-LIVING GROUND COVERS, SUCH AS ROCK OR MULCH MUST BE ONE HUNDRED PERCENT INTACT AFTER ONE YEAR AND EIGHTY PERCENT THEREAFTER.
6. TREES AND SHRUBS MUST HAVE A ONE HUNDRED PERCENT SURVIVAL RATE AFTER ONE YEAR AND A NINETY PERCENT SURVIVAL RATE THEREAFTER.



1 PLANTING PLAN

0 10' 20'

SCALE: 1"=10' (11X17)
1"=5' (22X34)

LEGEND

- EXISTING PROPERTY
- EXISTING ADJ. PROPERTY
- EXISTING PROPERTY SETBACK
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- EXISTING BUILDING
- EXISTING ROAD (STONE)
- EXISTING ROAD (PAVED)
- EXISTING CONCRETE
- EXISTING TELCO
- PROPOSED CMU WALL

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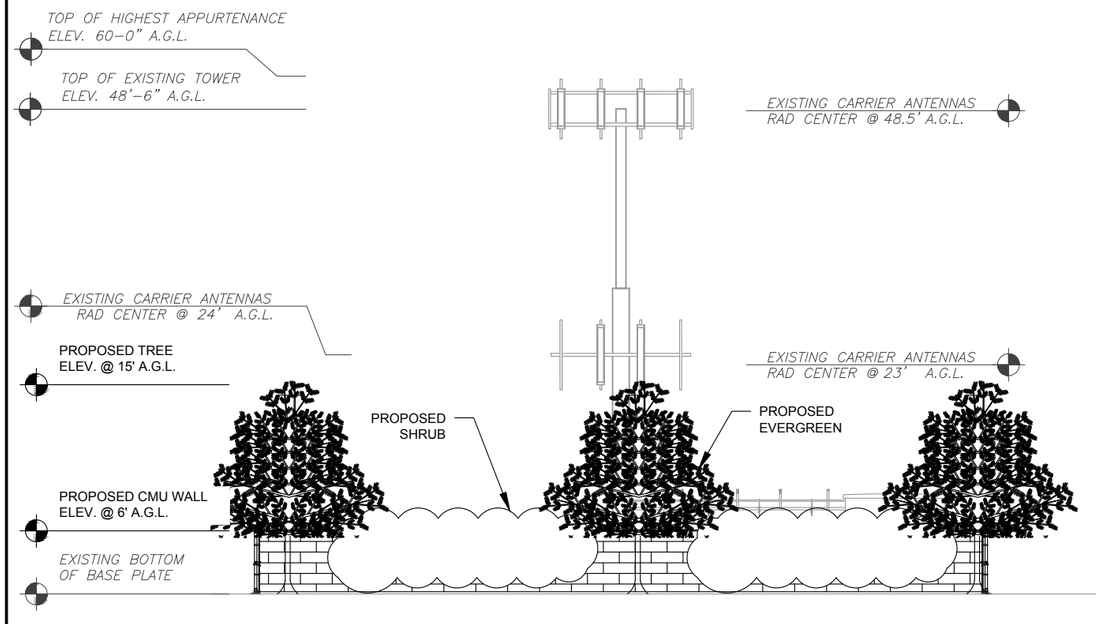
APPROVED BY:	PPB
DATE DRAWN:	04/10/17
ATC JOB NO:	12067621

PLANTING PLAN

SHEET NUMBER:	REVISION:
C-102	3



1 TOWER ELEVATION
SCALE: NOT TO SCALE

2 TOWER ELEVATION
SCALE: NOT TO SCALE

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CARY, NC 27518
PHONE: (919) 468-0112

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REV.	DESCRIPTION	BY	DATE
0	FOR PERMITTING	NK	04/10/17
2	PER PLANNING COMMENTS	NRP	04/17/18

ATC SITE NUMBER:
82148

ATC SITE NAME:
RACEWAY

SITE ADDRESS:
23700 E. 42ND AVE
AURORA, CO 80019

SEAL:

DRAWN BY:	NK
APPROVED BY:	PPB
DATE DRAWN:	04/10/17
ATC JOB NO:	12067621

TOWER ELEVATION

SHEET NUMBER:	REVISION:
C-201	2

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Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193

Aeronautical Study No.
2015-ANM-1614-OE
Prior Study No.
2014-ANM-2511-OE

Issued Date: 07/07/2015

Regulatory
Verizon Wireless (VAW) LLC
1120 Sanctuary Pkwy
#150 GASA5REG
Alpharetta, GA 30009

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Raceway
Location:	Aurora, CO
Latitude:	39-46-33.96N NAD 83
Longitude:	104-42-36.34W
Heights:	5520 feet site elevation (SE)
	56 feet above ground level (AGL)
	5576 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

This aeronautical study included evaluation of a structure that exists at this time. Action will be taken to ensure aeronautical charts are updated to reflect the most current coordinates, elevation and height as indicated in the case description.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (310) 725-6591. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-ANM-1614-OE.

Signature Control No: 252391920-257009739 (DNE)
Tameria Burch
Technician

Attachment(s)
Frequency Data

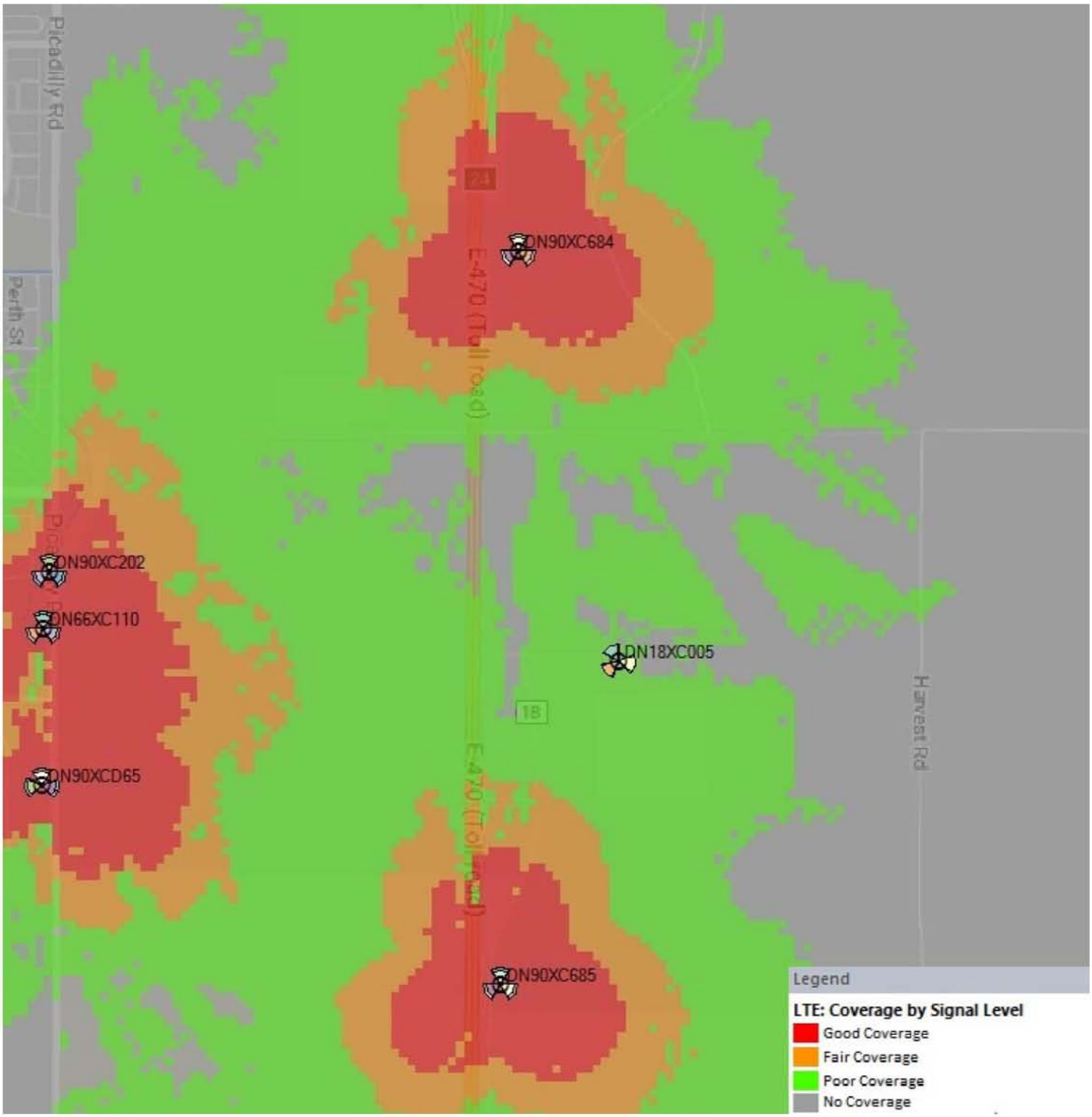
cc: FCC

Frequency Data for ASN 2015-ANM-1614-OE

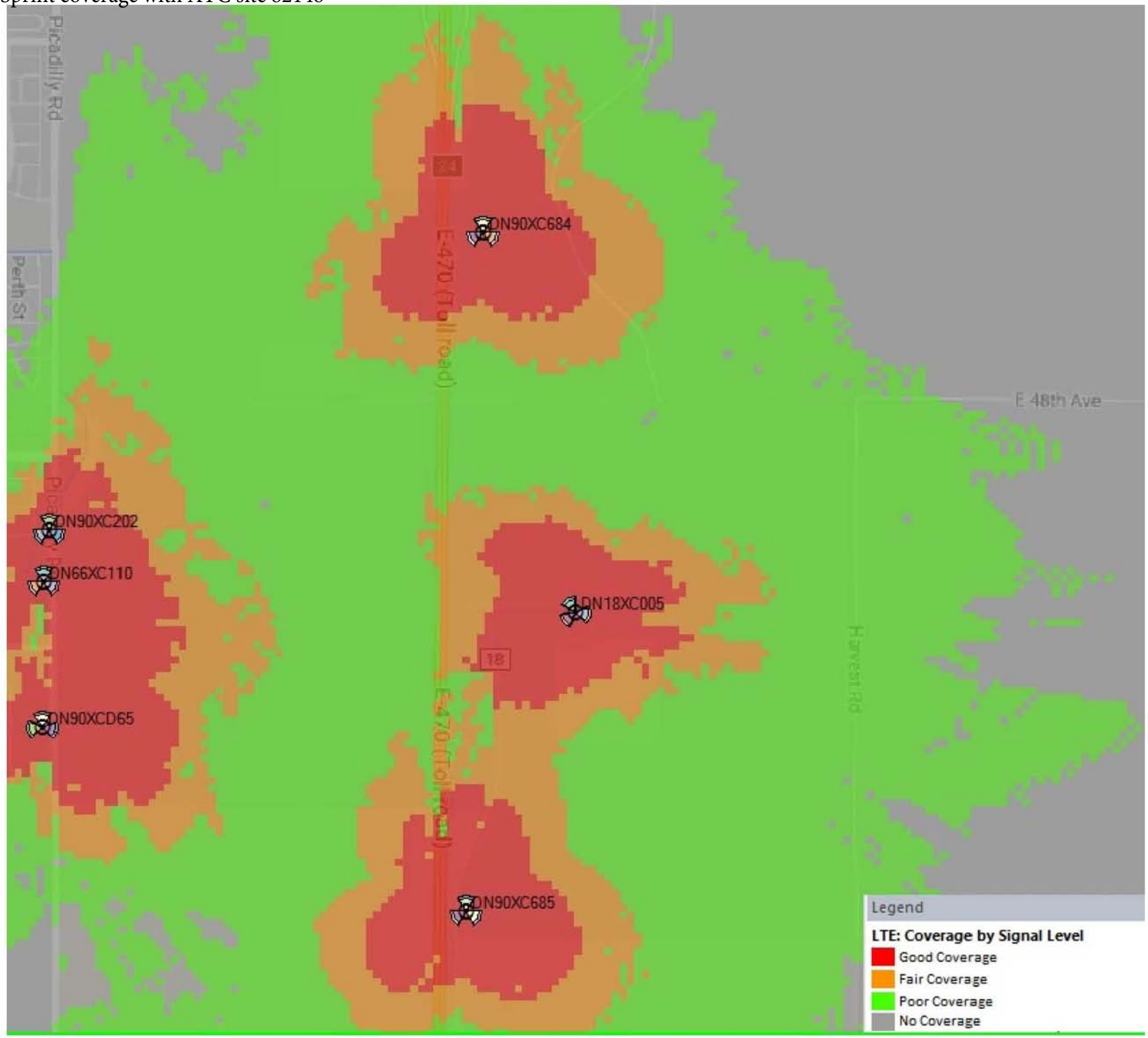
LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

Exhibit 3.3

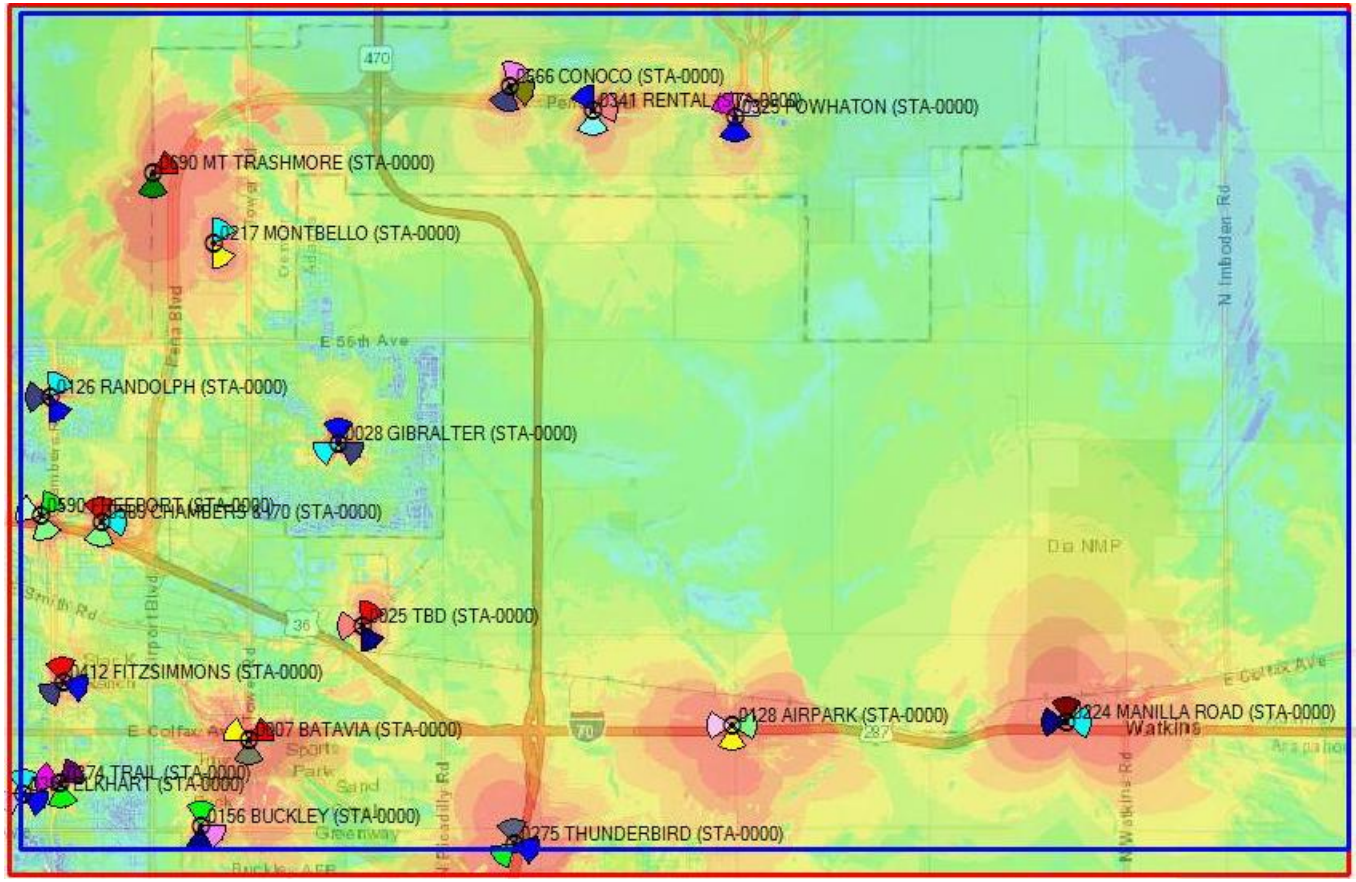
Sprint coverage without ATC site 82148



Sprint coverage with ATC site 82148

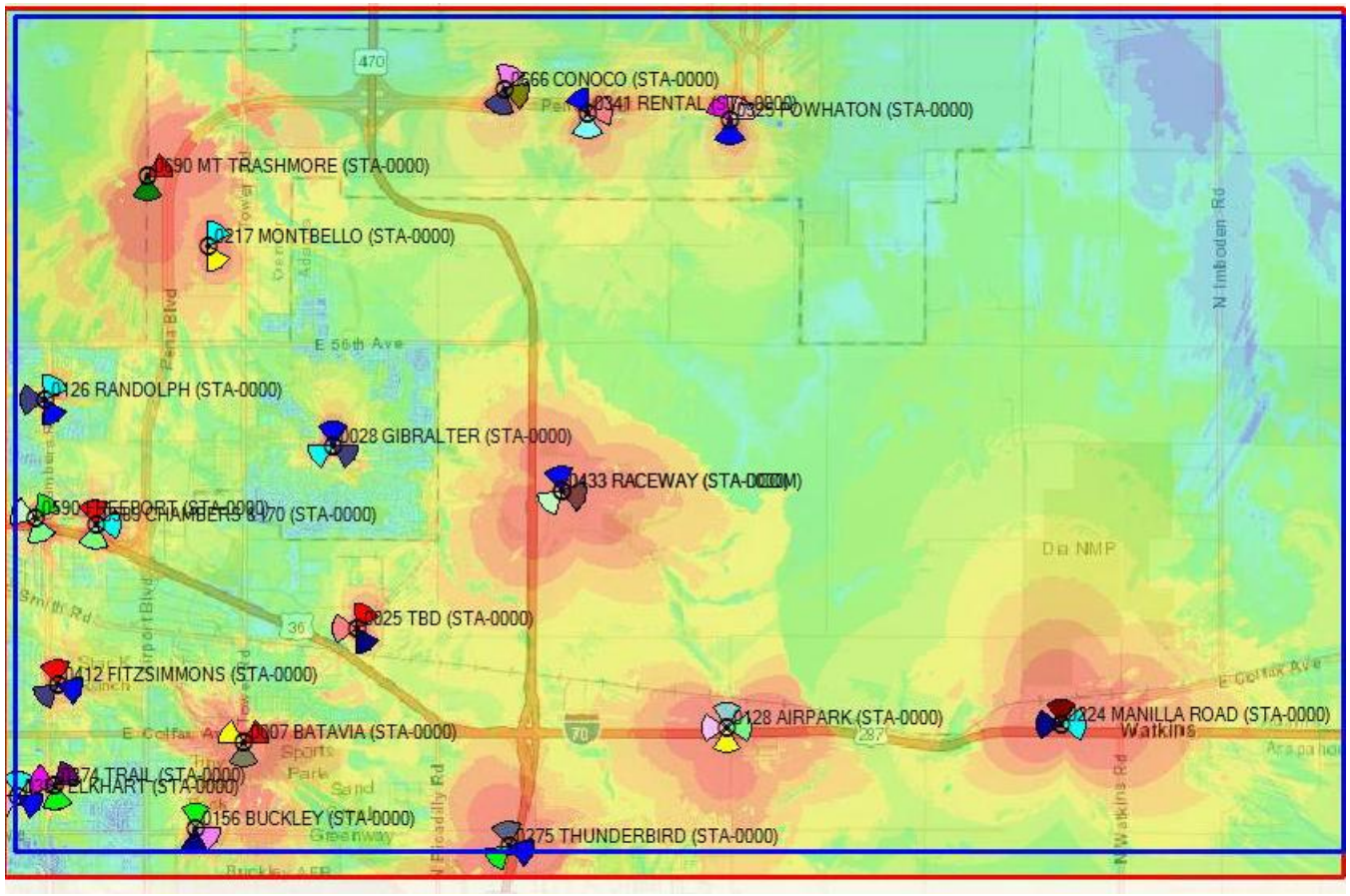


RSRP PLOT B13-700MHZ
Without Racine



Verizon Wireless

RSRP PLOT B13-700MHZ
With Racine



Verizon Wireless

Exhibit 4.1

Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 10/20/17
Project Number: RCU2017-00039
Project Name: American Towers

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is required. Please submit one hard copy and one electronic copy to the Community and Economic Development Department with the re-submittal form.

Commenting Division: Development Services, Planning
Name of Reviewer: Emily Collins
Email: ecollins@adcogov.org

PLN1. This request is to renew a Conditional Use Permit (CUP) for a 50 foot tall Commercial Mobile Radio Service (CRMS) Telecommunications tower on the subject property.
   a. Lease area is 1,636 square feet.

PLN2. The subject property is designated Agriculture-2 (A-2) and approximately 9.5 acres.
   a. The purpose of the A-2 zone district is to provide a district for rural subdivisions and limited farming operations.
   b. Per Section 3-09-04-04, Commercial Communications towers are permitted with an approved Conditional Use Permit.

PLN3. Site History:
   a. The subject property was created in the Swain Subdivision, approved on May 18, 1972.
   b. On November 4, 1991, the BOCC approved a 50-ft tall communications tower (#101-91-C). The building permit for this tower was approved on February 14, 1991. This Conditional Use Permit expired after 10 years.
   c. On January 10, 1994, the BOCC approved an additional 70-ft tall tower; however, this tower was not constructed.
   d. Several upgrades and antenna replacements have been permitted .

PLN4. Comprehensive Plan:

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

a. Designated as Urban Residential which is intended to provide for single and multiple family housing at urban densities.

PLN5. Performance Standards, Section 4-09-02-07

a. All equipment shall be compatible with the surrounding area. This may be accomplished through color, texture, scale, etc.
b. Siting and installation shall preserve or enhance existing character of the site. **Fencing should not be used exclusively but instead supplemented with vegetation.**
c. Applicants shall demonstrate the tower is a necessary component of the overall communication network. The applicant must demonstrate with one of the following criteria:
    i. Necessary to provide appropriate signal coverage quality
    ii. Necessary pursuant to FCC license
    iii. Necessary to handle increased capacity due to caller volume.
d. Please provide signal coverage maps to demonstrate need.

PLN6. Freestanding Towers, Section 4-09-02-07 (3)

a. Height shall conform to zone district unless exception is granted by the BOCC.
    i. Maximum height in A-3 is 35 ft (dwellings/ accessory structures) or 70 ft (agricultural structures). **Existing structure conforms to height requirements.**
b. Landscape requirements to mitigate the impacts of the tower or enhance the visual qualities and aesthetics of the larger parcel.
    i. The existing site does not have landscape in accordance with the performance standards. Please provide a landscape plan.
c. Setback is equal to the height of the tower unless exception granted by BOCC.
    i. Site plan submitted with the application shows a 112 foot setback. **This exceeds the minimum 50 foot requirement per the height of the tower.**
d. All towers must have minimum 1,000 foot setback from any other freestanding facility.
    i. Please provide information to show the location of other towers near this site.
e. All towers shall not be located closer than 500 feet from any occupied dwelling unit, unless the property owner provides a written waiver.
    i. There is an existing residential structure on the property. Please confirm if a waiver has been obtained.
f. The structure shall not block any significant views (i.e. Front Range, S. Platte River, Barr Lake, etc.)
    i. Not applicable.

PLN7. Equipment Shelter Design, Section 4-09-02-07 (4)

a. All shelters shall be screened from adjacent public areas and right of ways.
b. Shelters shall be in an enclosed building architecturally compatible with surrounding area.

c. Shelters shall be screened with compatible wall or fence.
d. Appearance shall be enhanced by vegetation and shall not cover more than 450 square feet.
e. Proposed plan does conform to these requirements for the equipment shelter.

PLN8. Other comments:

a. The site is located with the Airport Height Overlay (Section 3-33). Please confirm if the development has previously completed an FAA aeronautical study.
b. Please confirm if a signed and recorded aviation easement has been filed on the property.

PLN9. Anticipated Conditions of Approval:

a. Bond for removal of the tower
b. Expiration (10 years)
c. Landscape and screening plan.

PLN10. Criteria of Approval:

a. Conditional use is permitted in the zone district.
b. Conditional use is consistent with standards and regulations.
c. Conditional use complies with all performance standards.
d. Conditional use is compatible with surrounding area, not detrimental to future development, and not detrimental to health, safety and welfare of inhabitants.
e. Addressed all off-site impacts.
f. Site is suitable for the use (adequate space, access, etc.)
g. Site plan provides the most convenient and functional use of the lot.
h. Sewer, water, fire, police, and roads are available and adequate to serve the use.

Commenting Division: Development Services, Engineering:
Name of Reviewer: Greg Labrie
Email: glabrie@adcogov.org

ENG1: No comments.

Commenting Division: Development Services, Right-Of-Way
Name of Reviewer: Marissa Hillje
Email. mhillje@adcogov.org

ROW1: E 42nd Ave is City of Aurora, Aurora shall be contacted to inquire if additional right-of-way is required.

Commenting Division: Building Safety
Name of Reviewer: Justin Blair
Email: jblair@adcogov.org

BSD1- No comment.

Commenting Division: Parks and Open Space
Name of Reviewer: Aaron Clark
Email: aclark@adcogov.org

PRK 1: No comments.

Commenting Division: Environmental Analyst
Name of Reviewer: Jen Rutter
Email: jrutter@adcogov.org

ENV1: No comments.

Exhibit 4.2

Emily Collins

From: linda.bruce@faa.gov
Sent: Tuesday, September 26, 2017 7:35 AM
To: Emily Collins
Subject: RE: RCU2017-00039 Request for Comments

Emily,

The Federal Aviation Administration (FAA) reviews planning and construction proposals through the submittal of FAA Form 7460-1, Notice of Proposed Construction or Alteration. If any portion of the proposal is located within 20,000 feet of a public use runway (and breaks a 100:1 plane coming off the nearest point of the nearest runway); or, is more than 200 feet above ground level at any location, the FAA requires the project's proponent to file a Form 7460-1. If the proposal does not meet any of the criteria above, it may still be necessary to file a Form 7460-1 if the structure requires an FCC license or there is a potential for navigational equipment interference. The FAA uses information provided on this form to conduct an aeronautical review to determine if the proposal will pose an aeronautical hazard and to minimize the adverse effects to aviation. FAA Form 7460-1 can be filed electronically at www.oeaaa.faa.gov. Please use the notice criteria tool on this website to determine whether or not the proponent is required to file.

Linda Bruce
Colorado State Planner
Federal Aviation Administration
Denver Airports District Office
(303) 342-1264

From: Emily Collins [mailto:ECollins@adcogov.org]
Sent: Monday, September 25, 2017 4:20 PM
To: pingrum@auroragov.org; william.poole@flydenver.com; George, Donna L <Donna.L.George@xcelenergy.com>; Bruce, Linda (FAA) <linda.bruce@faa.gov>; kammyt@pinnacleconsultinggroupinc.com; jlbarry@aps.k12.co.us; pbinney@ci.aurora.co.us; thomas_lowe@cable.comcast.com; landuse@tchd.org; brandyn.wiedrich@centurylink.com; tom.reed@flydenver.com
Subject: RCU2017-00039 Request for Comments

Good Afternoon:

Please see the attached Request for Comments on the above case. **Comments are due by Monday, October 16th.**

Thanks!

Emily Collins, AICP
Planner II, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, W2000A
Brighton, CO 80601
o: 720-523-6820 | *ecollins@adcogov.org*
www.adcogov.org

Exhibit 4.3

Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

October 10, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Emily Collins

Re: American Towers, Case # RCU2017-00039

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the conditional use permit documentation for **American Towers** and has **no apparent conflict**.

Please be aware PSCo owns and operates existing electric distribution facilities within the subject property, and should the project require any new electric service or modification to existing facilities, the property owner/developer/contractor must complete the **application process** via FastApp-Fax-Email-USPS (go to: https://www.xcelenergy.com/start,_stop,_transfer/new_construction_service_activation_for_builders).

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Exhibit 4.4

Planning & Development Services

City of Aurora

Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
303.739.7250

Worth Discovering • auroragov.org

March 28, 2018

Ms. Emily Collins
Adams County Colorado
4430 S. Adams County Parkway, W2000A
Brighton, CO 80601
ecollins@adcogov.org

Case Name: American Towers
Case Number: RCU2017-00039

Dear Ms. Collins,

Thank you for giving the City of Aurora Planning and Development Services an opportunity to review the above referenced case. We have reviewed the application for the Conditional Use Permit for the Commercial Mobile Radio Service Telecommunications Site (CMRS) located at 23700 E. 42nd Avenue and offer the following comments regarding the requested 10 year term for the 50 foot monopole and ancillary equipment.

The existing CMRS is within a parcel of land that has recently petitioned for annexation into the City of Aurora. The site is also located within the boundary of a proposed master planned community. Application for The Aurora Highlands Framework Development Plan was received in June 2017. The existing location of the monopole will not be compatible with the proposed land uses.

American Towers requests to extend the use of the 50 foot monopole and equipment area for an additional 10 years in accordance with the Adams County code requirements. The City of Aurora does not support the applicant's request and respectfully asks you to consider the pending annexation. This is scheduled for Substantial Compliance Resolution on May 7, 2018. The proposal does not comply with the standards outlined in Code Section 146-1200 for CMRS facilities and we suggest the applicant work directly with The Aurora Highlands to determine a more compatible location for the CMRS facility.

Sincerely,

Deborah Bickmire, Planner I

cc: Mindy Parnes, Planning Department
Gary Sandel, ODA
Filed: K:\$DA\2062-00AdCoRef.rtf

Exhibit 5.1

FAIRFIELD AND WOODS P.C.

Mark A. Davidson
(303) 894-4425
mdavidson@fwlaw.com

October 16, 2017

VIA EMAIL TO: ECollins@adcogov.org

Department of Community and Economic Development
4430 South Adams County Parkway
1st Floor, Suite W 2000 B
Brighton, CO 80601

Re: American Towers; Case No. RCU2017-00039

Dear Commissioners:

On behalf of Aurora Highlands, I write to you in opposition to the Conditional Use Permit requested by American Towers for continued operation of a telecommunications cell tower located at 23700 East 42nd Avenue. Pursuant to the Conditional Use Permit Review Steps found in the Adams County Code at Chapter 2, 2-02-08-05 and the Criteria for Approval found at 2-02-08-06, Aurora Highlands submits these comments in opposition to renewal of the Conditional Use Permit sought by American Towers LLC. We request that these comments be included in the materials presented to the Planning Commission verbatim.

Aurora Highlands is developing a master planned community in the area including the existing cell tower for which the renewal of a Conditional Use Permit for a 10-year period is sought by American Towers. The cell tower in its current location is an incompatible use with the intended master plan development. From the date of the issuance of the original easement and Conditional Use Permit in 1991 covering the construction of the existing cell tower, changed circumstances have resulted in this cell tower facility no longer constituting a compatible use for this portion of Adams County. The changed circumstances include the Colorado Aerotropolis Visioning Study around Denver International Airport, the Northeast Aurora Transit Study, the rezoning of surrounding areas for airport corporate and distribution, retail/commercial, industrial, office, residential and other non-agricultural uses and the other proposed and planned developments including the Aurora Highlands Project. All of these new initiatives in Adams County necessitate relocation of the cell tower in question from its current location.

Aurora Highlands has previously informed American Towers that the existing location of its cell tower facility is no longer a compatible use. Aurora Highlands requested a reasonable amendment to the existing easement utilized by American Towers for the location of this facility to enable the continued provision of cellular service by relocating the tower to a mutually agreeable location which will enable the Aurora Highlands master planning process to proceed.

American Towers has refused to accommodate this necessary modification, despite other concessions which Aurora Highlands has offered.

In a further effort to facilitate the relocation of the cell tower, Aurora Highlands offered to allow the tower to temporarily remain at its current location for the next 12 months while a new compatible location for the facility is found. Aurora Highlands has also expressed its willingness to provide a mutually-acceptable alternative site for American Towers to relocate the cell tower at American Towers' expense. Finally, Aurora Highlands offered to work with the City of Aurora to obtain a permit for the temporary use of the current cell tower site while a new location for the cell tower is found and American Tower makes arrangements for its relocation. All of these concessions were rejected by the Applicant for the Conditional Use Permit in this case.

Regarding the criteria for approval of a Conditional Use Permit, the Planning Commission in making its recommendation and the Board of County Commissioners in approving a Conditional Use Permit, shall find (among other things) that:

> 4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, *not detrimental to the future development of the area* and not detrimental to the health, safety or welfare of the inhabitants of the area and the county. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation. (emphasis added).
>
> 6. The site is suitable for the conditional use including adequate usable space, *adequate access*, and absence of environmental constraints.

With respect to the tower in question, Aurora Highlands submits that its current location is specifically detrimental to the future development of the area as it is in the path of the master plan community being developed consistent with the other development activities referred to above.

An additional concern is adequate access to the site for emergency vehicles. As Aurora Highlands has also informed the holder of the current conditional use permit, the existing roadway is problematic from a site-access standpoint for emergency vehicles. Aurora Highlands has offered to pave the road to accommodate better access with the understanding that American Towers will relocate the cell tower to an agreed upon location within a reasonable period of time. This proposal was likewise rejected by American Tower and the existing access remains incompatible for use by emergency vehicles.

In its application, American Towers, while citing the appropriate code section 2-02-08-06, fails to discuss and describe the detrimental impacts to future developments in the area of the continued location and operation of the cell tower facility. In the 36 years since the original Conditional Use Permit for this facility was approved, significant changes have occurred in Adams County regarding the economic development potential of this portion of the County. Relocation of the cell tower is an appropriate accommodation to be made in order to enable the Aurora Highlands master planned community to proceed unencumbered by an incompatible use.

In the event that the Planning Commission is inclined to grant a renewal of the Conditional Use Permit sought by American Towers, Aurora Highlands respectfully requests that the time period of 12 to 24 months be the extent of any continued Conditional Use Permit for this facility, rather than a 10-year renewal period requested in the application. In addition, Aurora Highlands requests that the Conditional Use Permit apply only to the approximately 1,636 square foot easement area held by American Tower, rather than the entire 10-acre parcel owned by Aurora Highlands.

Finally, if the Conditional Use Permit is approved for a term of 5 years or more, Aurora Highlands requests that the Planning Commission impose the following conditions on the permit:

1. Limit the height and footprint of the tower and all structures to the height and footprint of the existing tower and structures.

2. Require American Tower to install, construct, and maintain perimeter landscaping and fencing, improve and beautify the access way to the tower, and install lighting and signage consistent with the Aurora Highlands Framework Development Plan (FDP) requirements and standards.

Aurora Highlands appreciates the opportunity to submit this response and these comments to the application of American Towers for renewal of a Conditional Use Permit at 23700 East 42nd Avenue.

Sincerely,

Mark A. Davidson
Fairfield and Woods, P.C.

MAD:ajj

Exhibit 6.1

Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name:	American Towers
Case Number:	RCU2017-00039

Septmeber 25, 2017

Adams County Planning Commission is requesting comments on the following request:

Requesting a Conditional Use Permit to allow an existing Communications Tower for an additional ten years.

This request is located at **23700 E 42ND AVE.**

The Assessor's Parcel Number is **0181900001001**

Applicant Information **AMERICAN TOWERS LLC**
LIZ WALKER/ BONNIE BELAIR / MARGARET ROBINSON
10 PRESIDENTIAL WAY
WOBURN, MA 01801

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216. (720) 523-6820 by **October 16, 2017** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to ECollins@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Emily Collins

Emily Collins, AICP
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry — DISTRICT 1
Charles "Chaz" Tedesco — DISTRICT 2
Erik Hansen — DISTRICT 3
Steve O'Dorisio — DISTRICT 4
Mary Hodge — DISTRICT 5

Exhibit 6.2

Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Name:	American Towers
Case Number:	RCU2017-00039
Planning Commission Hearing Date:	06/14/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date:	07/03/2018 at 9:30 a.m.

May 18, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

A Conditional Use Permit (renewal) to allow an existing freestanding communications tower in the Agriculture-2 (A-2) zone district pursuant to Section 2-02-08.

This request is located at approximately **23700 E. 42nd AVENUE**
The Assessor's Parcel Number is **0181900001001**
Applicant Information: **LIZ WALKER (AMERICAN TOWERS LLC)**
10 PRESIDENTIAL WAY
WOBURN, MA 01801

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Emily Collins

Emily Collins, AICP
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry, DISTRICT 1 | Charles "Chaz" Tedesco, DISTRICT 2 | Erik Hansen, DISTRICT 3 | Steve O'Dorisio, DISTRICT 4 | Mary Hodge, DISTRICT 5

Exhibit 6.3

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by **LIZ WALKER (AMERICAN TOWERS LLC)** Case # **RCU2017-00039** requesting**: A Conditional Use Permit (renewal) to allow an existing freestanding communications tower in the Agriculture-2 (A-2) zone district pursuant to Section 2-02-08** on the following property:

LEGAL DESCRIPTION:

PARENT PARCEL:
SITUATED IN THE COUNTY OF ADAMS AND STATE OF COLORADO:
ALL OF SWAIN SUBDIVISION, EXCEPT THE NORTH 25 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO, AND EXCEPT FOR THE PORTION THEREOF AS FOLLOWS:
THE SOUTH 5.00 FEET OF THE NORTH 30.00 FEET OF SWAIN SUBDIVISION, BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE S 89°22'33" E A DISTANCE OF 1,319.93 FEET TO THE NORTHWEST CORNER OF SAID SWAIN SUBIDIVISION; THENCE S 01°10'57"W ALONG THE EAST LINE OF SAID SWAIN SUBIVISION A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 89°22'33"E PARALLEL WITH AND 25.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 327.18 FEET TO THE EAST LINE OF SAID SWAIN SUBDIVISION; THENCE S 01°12'49"W ALONG SAID EAST LINE A DISTANCE OF 5.00 FEET; THENCE N 89°22'33"W PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 327.17 FEET TO THE WESTLINE OF SAID SWAIN SUBDIVISION; THENCE N 01°10'57"E ALONG SAID WEST LINE A DISTANC\E OF 5.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 1,635.88 SQUARE FEET OR 0.0376 ACRES, MORE OR LESS.

COMMUNICATION EASEMENT:
A parcel of land situated in a portion of Swain Subdivision. Being a portion of the Southwest One-Quarter of Section 19, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, more particularly described as follows:
COMMENCING AT THE CENTER WEST ONE-SIXTEENTH (CW 1/16) CORNER OF SAID SECTION 19; THENCE SOUTH 00°39’ 56” WEST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE WOUTHWEST ONE-QUARTER OF SAID SECTION 19 A DISTANCE OF 89.40 FEET TO A POINT ON THE SOUTH LINE OF AN UNRECORDED RIGHT OF WAY AGREEMENT; THENCE SOUTH 89° 26’ 25” EAST ALONG THE SOUTH LINE OF SAID UNRECRDED RIGHT OF WAY AGREEMENT A DISTANCE OF 227.18 FEET TO THE TRUE POINT OF BEGINNG; THENCE CONTINUNING SOUTH 89° 26’ 25” EAST ALONG THE SOUTH LINE OF SAID UNRECORDED RIGHT OF WAY AGREEMENT A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF SAID SWAIN SUBDIVISION AS PLATTED; THENCE SOUTH 01° 12’ 49” WEST ALONG THE EAST LINE OF SAID SWAIN SUBDIVISION AS PLATTED A DISTANCE OF 100.00 FEET; THENCE NORTH 89° 26’ 25” WEST AND PARALLEL WITH THE SOUTH LINE OF SAID UNRECORDED RIGHT OF WAY AGREEMENT A DISTANCE OF 100.00 FEET; THENCE NORTH 01° 12’ 48”-EAST AND PARALLEL WITH THE EAST LINE OF SAIS SWAIN SUBDIVISION AS PLATTED A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 10,000 SQAURE FEET OR 0.2296 ACRES MORE OR LESS.

(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)

APPROXIMATE LOCATION: **23700 E. 42nd AVENUE**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **14th day of June, 2018**, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **3rd day of July, 2018,** 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 **Emily Collins** at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6820. 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
STAN MARTIN, CLERK OF THE BOARD

TO BE PUBLISHED IN THE May 29, 2018 ISSUE OF THE Commerce City Sentinel Express

Please reply to this message by email to confirm receipt or call **Shayla Christenson** at 720.523.6800.

Exhibit 6.4

ADAMS ARAPAHOE SCHOOL DISTRICT 28J
Attn: JOHN BARRY - SUPERINTENDENT
15701 E 1ST AVE STE 206
AURORA CO 80011

Adams County Development Services - Building
Attn: Justin Blair
4430 S Adams County Pkwy
Brighton CO 80601

Century Link, Inc
Attn: Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221

CITY OF AURORA - WATER AND SAN. DEPT.
Attn: PETER BINNEY
15151 E ALAMEDA PKWY #3600
AURORA CO 80012

CITY OF AURORA ATTN: PLANNING DEPARTMENT
Attn: Porter Ingrum
15151 E ALAMEDA PKWY 2ND FLOOR
AURORA CO 80012

Code Compliance Supervisor
Attn: Eric Guenther
eguenther@adcogov.org

COMCAST
Attn: JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260

COUNTY ATTORNEY- Email
Attn: Christine Francescani
CFrancescani@adcogov.org

Denver International Airport
Attn: Tom Reed

DENVER INTERNATIONAL AIRPORT
Attn: Bill Poole
900 South Broadway Suite 350
DENVER CO 80209

Engineering Department - ROW
Attn: Transportation Department
PWE - ROW

Engineering Division
Attn: Transportation Department
PWE

ENVIRONMENTAL ANALYST
Attn: Jen Rutter
PLN

FEDERAL AVIATION ADMINISTRATION
Attn: LINDA BRUCE
26805 E 68TH AVENUE, #224
DENVER CO 80249-6361

FIRST CREEK RANCH METRO DIST.
Attn: . .
c/o Miller & Associates Law Offices, LLC
1641 California Street, Suite 300
DENVER CO 80202

NS - Code Compliance
Attn: Gail Moon
gmoon@adcogov.org

Parks and Open Space Department
Attn: Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org

SABLE ATURA FIRE DIST.
Attn: Kammy Tinney
26900 E. COLFAX AVE SPACE 52
AURORA CO 80018

SHERIFF'S OFFICE: SO-HQ
Attn: MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog
snielson@adcogov.org

Sheriff's Office: SO-SUB
Attn: SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org

TRI-COUNTY HEALTH DEPARTMENT
Attn: MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022

TRI-COUNTY HEALTH DEPARTMENT
Attn: Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111

Tri-County Health: Mail CHECK to Sheila Lynch
Attn: Tri-County Health
landuse@tchd.org

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

Exhibit 6.5

AURORA HIGHLANDS LLC
250 PILOT RD STE 140
LAS VEGAS NV 89119-3543

E-470 PUBLIC HIGHWAY AUTHORITY
22470 E 6TH PKWY NO. 100
AURORA CO 80018

GREEN VALLEY AURORA LLC
C/O GEORGE MCELROY & ASSOCIATES INC
250 PILOT RD STE 140
LAS VEGAS NV 89119-3543

GREEN VALLEY EAST LLC
C/O GEORGE MCELROY & ASSOCIATES INC
250 PILOT RD STE 140
LAS VEGAS NV 89119-3543

GVRE 470 LLC
C/O GEORGE MCELROY & ASSOCIATES INC
250 PILOT RD STE 140
LAS VEGAS NV 89119-3543

WINDLER HOMESTEAD VI LLC
C/O GARRETT A BAUM
5440 LAKESHORE DRIVE
LITTLETON CO 80123

Exhibit 6.6

CERTIFICATE OF POSTING

I, Emily Collins do hereby certify that I had the property posted at

23700 E. 42ND AVE.

on May 25, 2018

in accordance with the requirements of the Adams County Zoning Regulations

Emily Collins

Emily Collins

American Towers
RCU2017-00039

July 31, 2018

Board of County Commissioners

Community and Economic Development

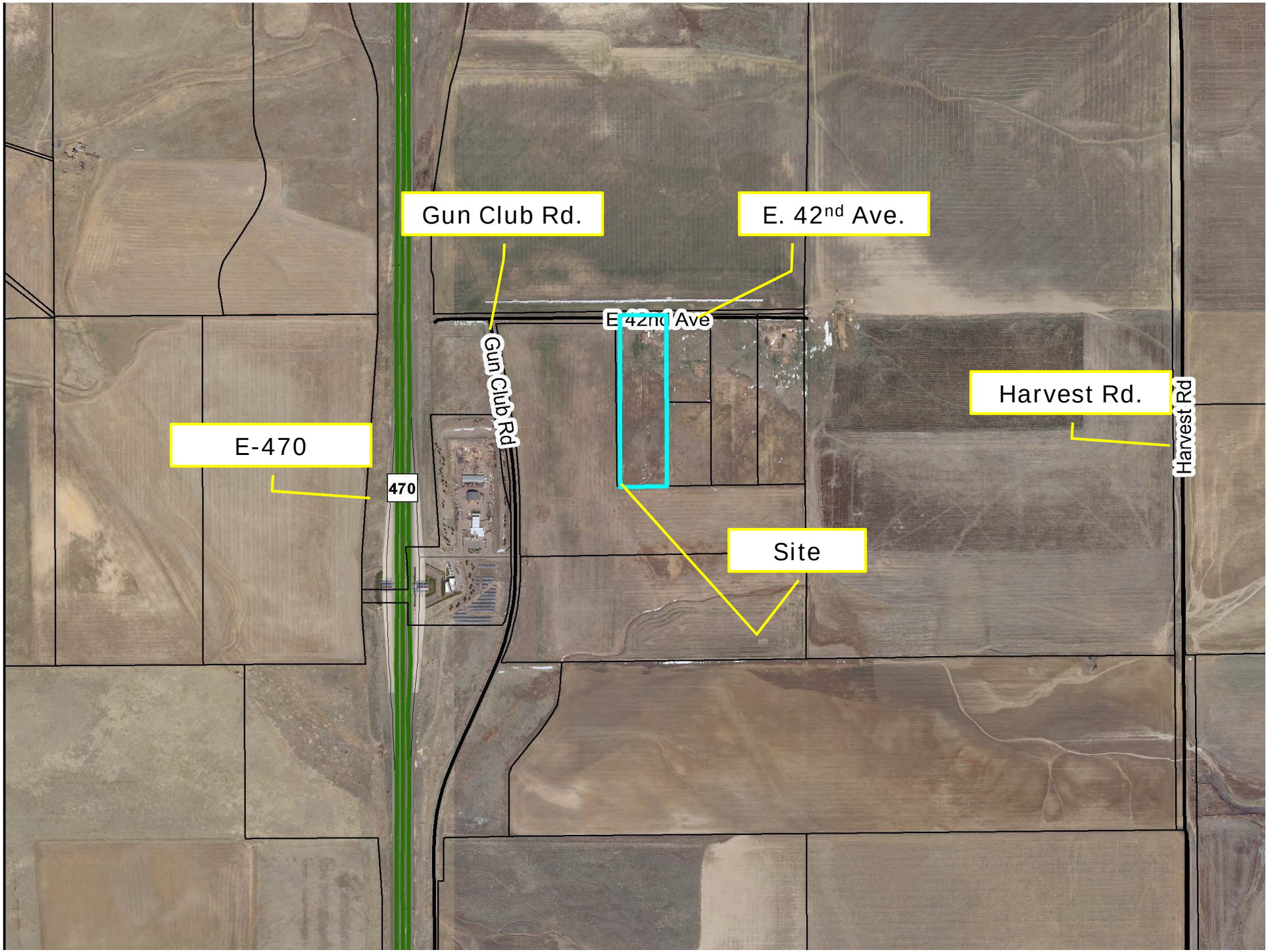
Case Manager: Emily Collins

Request

- A conditional use permit to allow a commercial telecommunications tower

BOCC UPDATE

- PC considered on June 14th
  - Property owner/developer notified PC of pending annexation into City of Aurora (July 9th)
  - Applicant stated the owner purchased property aware of easement and location of tower (26 years)
  - County will not have jurisdiction if annexed
- PC continued to their July 12th meeting date
  - Applicant requested continuance to July 26th


Gun Club Rd.
E. 42nd Ave.
E 42nd Ave
Gun Club Rd
Harvest Rd.
Harvest Rd
E-470
470
Site

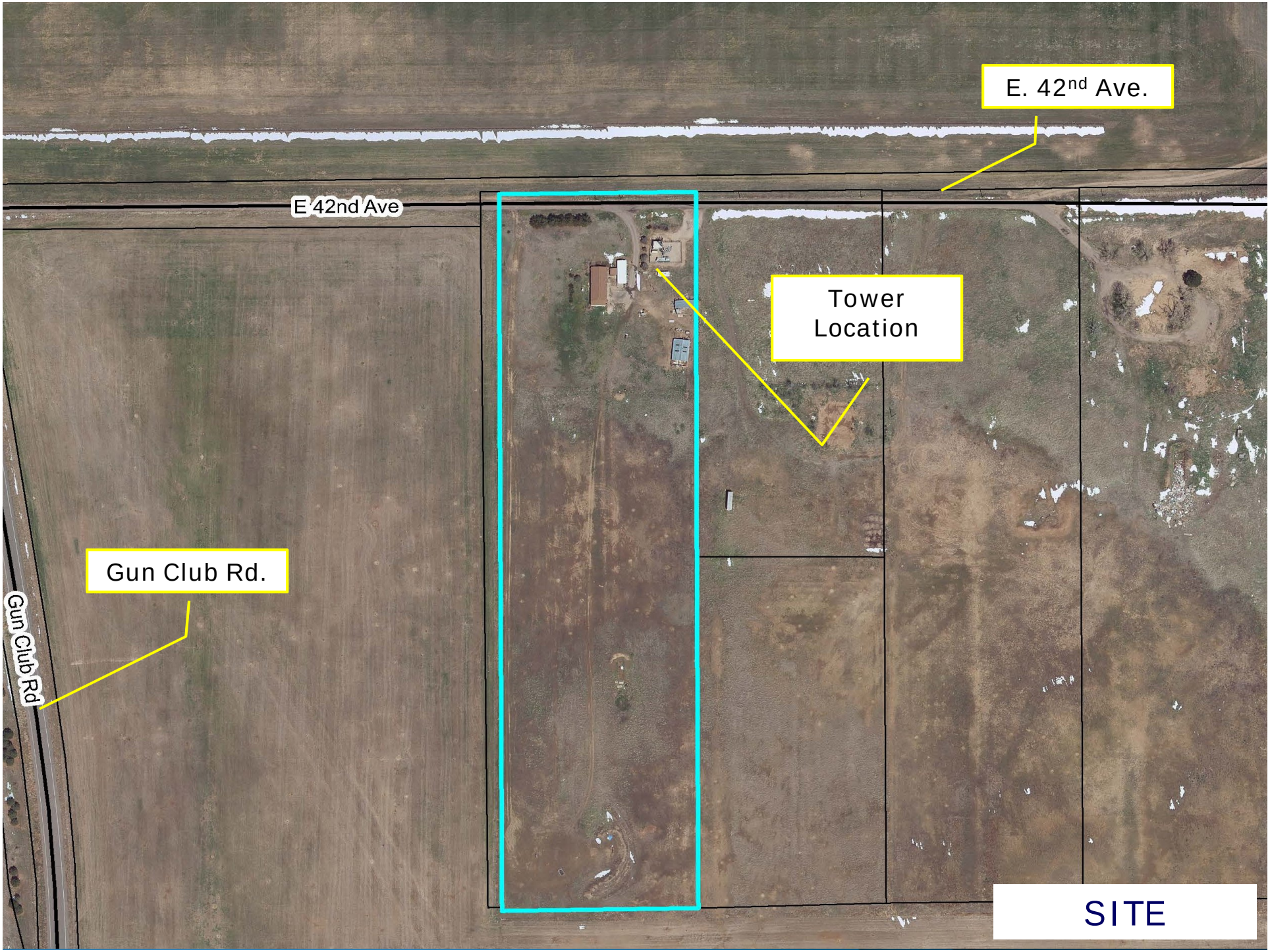
A-2
•Rural, SFD district
Aurora
E 42nd Ave
Gun Club Rd
A-2
470
Harvest Rd
A-3

Urban Residential

- Single and multi-family
- Supporting infrastructure

Background

- 1972:
  - Swain Subdivision approved (subject property)
- 1991:
  - BoCC approved Conditional Use Permit (CUP) for 50’ tower
  - Expired after 10 years
- 2007:
  - BoCC approved CUP for existing tower
  - Expired after 10 years (October 1, 2017)


E. 42nd Ave.
E 42nd Ave
Tower Location
Gun Club Rd.
Gun Club Rd
SITE

Criteria for Conditional Use

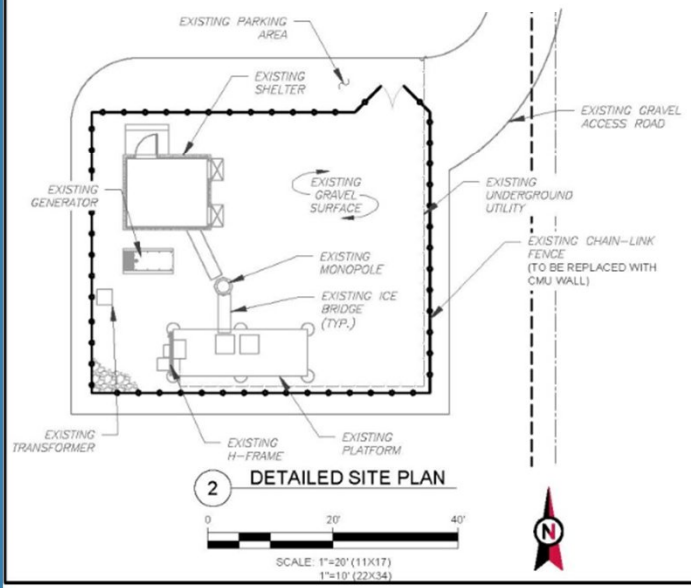
Section 2-02-08-06

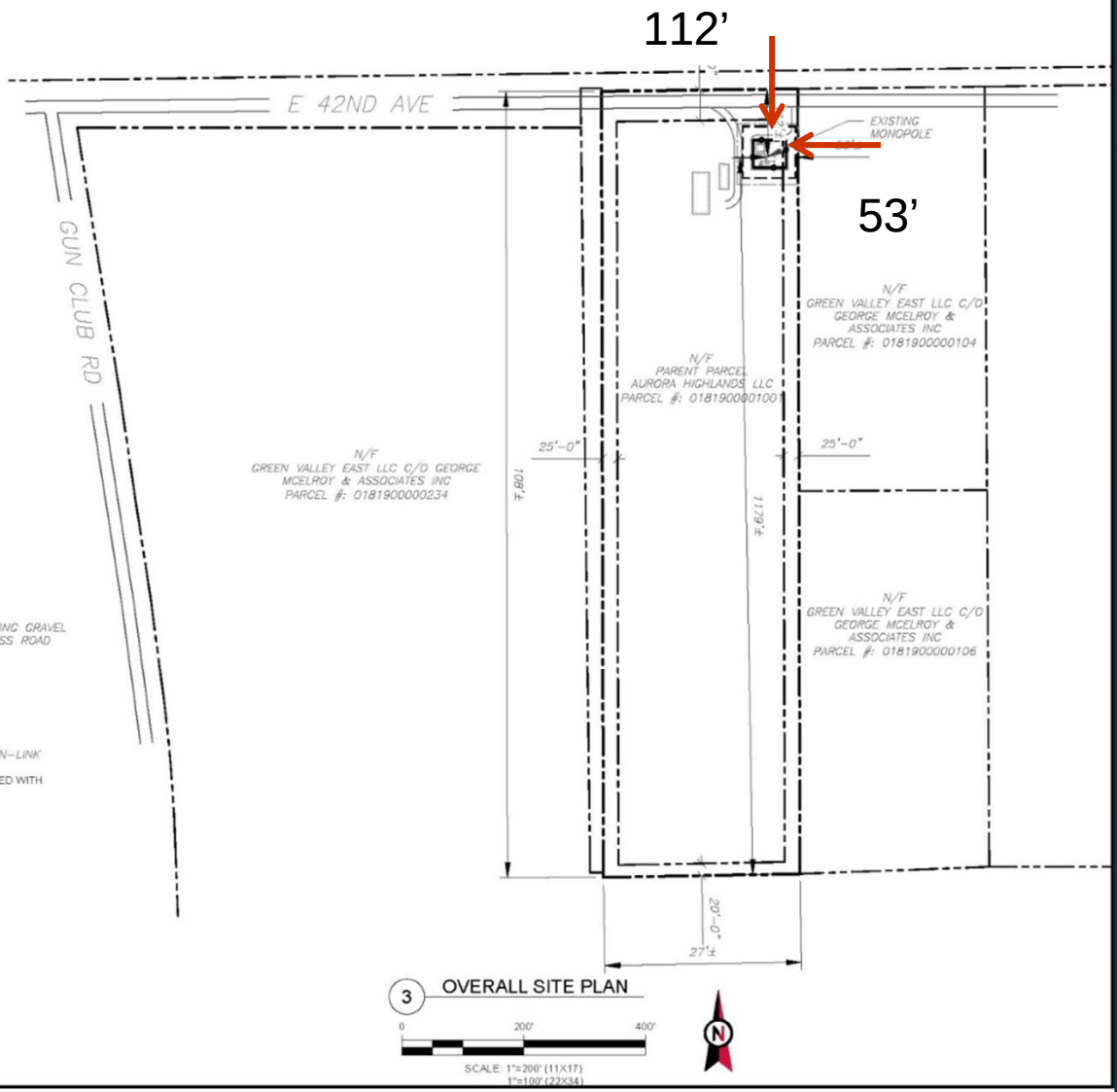
1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

1,000’ tower separation

Maximum Height:
35’/70’
Existing 50’

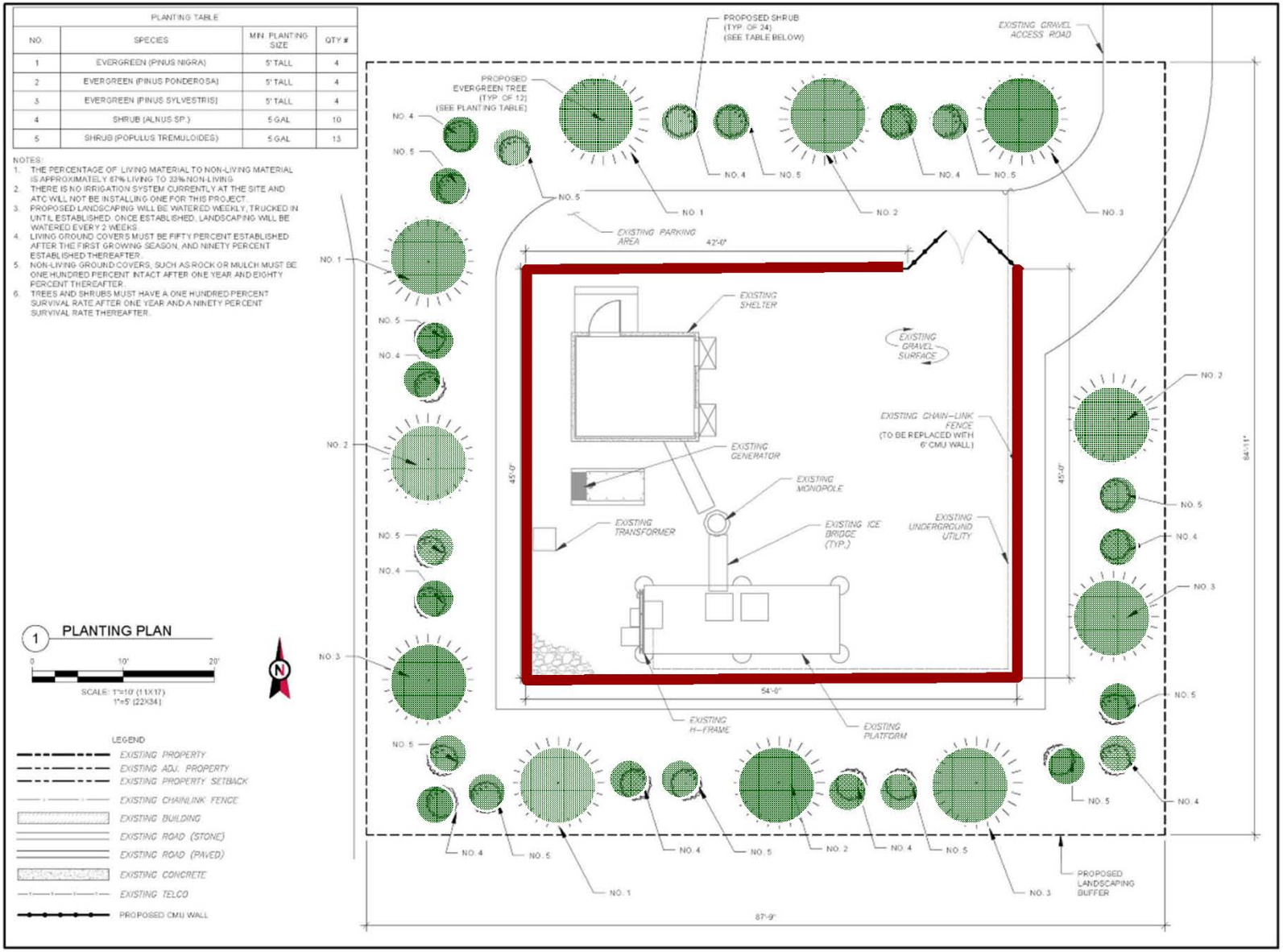
Setbacks:
Equal to tower height
112’/ 53’





PLANTING TABLE			
NO.	SPECIES	MIN. PLANTING SIZE	QTY.#
1	EVERGREEN (PINUS NIGRA)	5' TALL	4
2	EVERGREEN (PINUS PONDEROSA)	5' TALL	4
3	EVERGREEN (PINUS SYLVESTRIS)	5' TALL	4
4	SHRUB (ALNUS SP.)	5 GAL	10
5	SHRUB (POPULUS TREMULOIDES)	5 GAL	13

NOTES:
1. THE PERCENTAGE OF LIVING MATERIAL TO NON-LIVING MATERIAL IS APPROXIMATELY 67% LIVING TO 33% NON-LIVING.
2. THERE IS NO IRRIGATION SYSTEM CURRENTLY AT THE SITE AND ATC WILL NOT BE INSTALLING ONE FOR THIS PROJECT.
3. PROPOSED LANDSCAPING WILL BE WATERED WEEKLY, TRUCKED IN UNTIL ESTABLISHED. ONCE ESTABLISHED, LANDSCAPING WILL BE WATERED EVERY 2 WEEKS.
4. LIVING GROUND COVERS MUST BE FIFTY PERCENT ESTABLISHED AFTER THE FIRST GROWING SEASON, AND NINETY PERCENT ESTABLISHED THEREAFTER.
5. NON-LIVING GROUND COVERS, SUCH AS ROCK OR MULCH MUST BE ONE HUNDRED PERCENT INTACT AFTER ONE YEAR AND EIGHTY PERCENT THEREAFTER.
6. TREES AND SHRUBS MUST HAVE A ONE HUNDRED PERCENT SURVIVAL RATE AFTER ONE YEAR AND A NINETY PERCENT SURVIVAL RATE THEREAFTER.



1 PLANTING PLAN

0 10' 20'

SCALE: 1"=10' (11X17)
1"=5' (22X34)

LEGEND

- EXISTING PROPERTY
- EXISTING ADJ. PROPERTY
- EXISTING PROPERTY SETBACK
- EXISTING CHAINLINK FENCE
- EXISTING BUILDING
- EXISTING ROAD (STONE)
- EXISTING ROAD (PAVED)
- EXISTING CONCRETE
- EXISTING TELCO
- PROPOSED CMU WALL

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 468-0112

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTORS MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
0	FOR PERMITTING	NK	04/10/17
1	ADDED PLANTING PLAN	NRP	03/20/18
2	PER PLANNING COMMENTS	NRP	04/17/18
3	ADDED LANDSCAPING NOTE	NRP	05/17/18

ATC SITE NUMBER:
82148

ATC SITE NAME:
RACEWAY

SITE ADDRESS:
23700 E. 42ND AVE
AURORA, CO 80019

SEAL:

COLORADO LICENSED
PATRICK P. BARRY
0049364
PROFESSIONAL ENGINEER

Authorized by "EOR"
May 18 2018 5:40 PM cosign

DRAWN BY:	NK
APPROVED BY:	PPB
DATE DRAWN:	04/10/17
ATC JOB NO:	12067821

PLANTING PLAN

SHEET NUMBER: C-102

REVISION: 3

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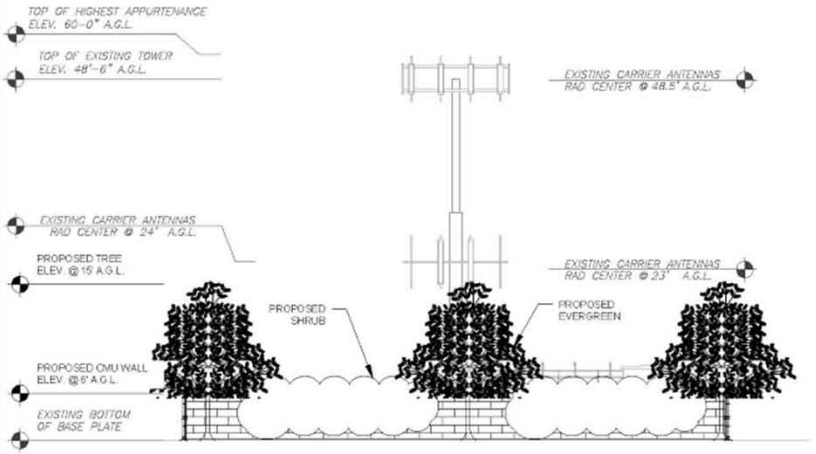

1 TOWER ELEVATION
SCALE: NOT TO SCALE

2 TOWER ELEVATION
SCALE: NOT TO SCALE

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 468-0112

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
1	FOR PERMITTING	NK	04/10/17
2	PER PLANNING COMMENTS	NRP	04/17/18

ATC SITE NUMBER:
82148

ATC SITE NAME:
RACEWAY

SITE ADDRESS:
23700 E. 42ND AVE
AURORA, CO 80019

SEAL:

COLORADO LICENSED
PATRICK P. BARRY
0049364
PROFESSIONAL ENGINEER

Authorized by "EOR"
May 18 2018 5:40 PM cosign

DRAWN BY:	NK
APPROVED BY:	PPB
DATE DRAWN:	04/10/17
ATC JOB NO:	12067621

TOWER ELEVATION

SHEET NUMBER:	REVISION:
C-201	2

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West on E. 42nd Ave.

North on E. 42nd Ave.

East on E. 42nd Ave.

SW on E. 42nd Ave.

NE on E. 42nd Ave.

Referral Comments

- No concerns:
  - Xcel and FAA
- Concerns:
  - City of Aurora
  - Pending annexation and master planned development
- Property Owners and Residents within 1,000 ft:

Notifications Sent	Comments Received
6	1

  - Property owner/ developer
  - Incompatible with proposed plans

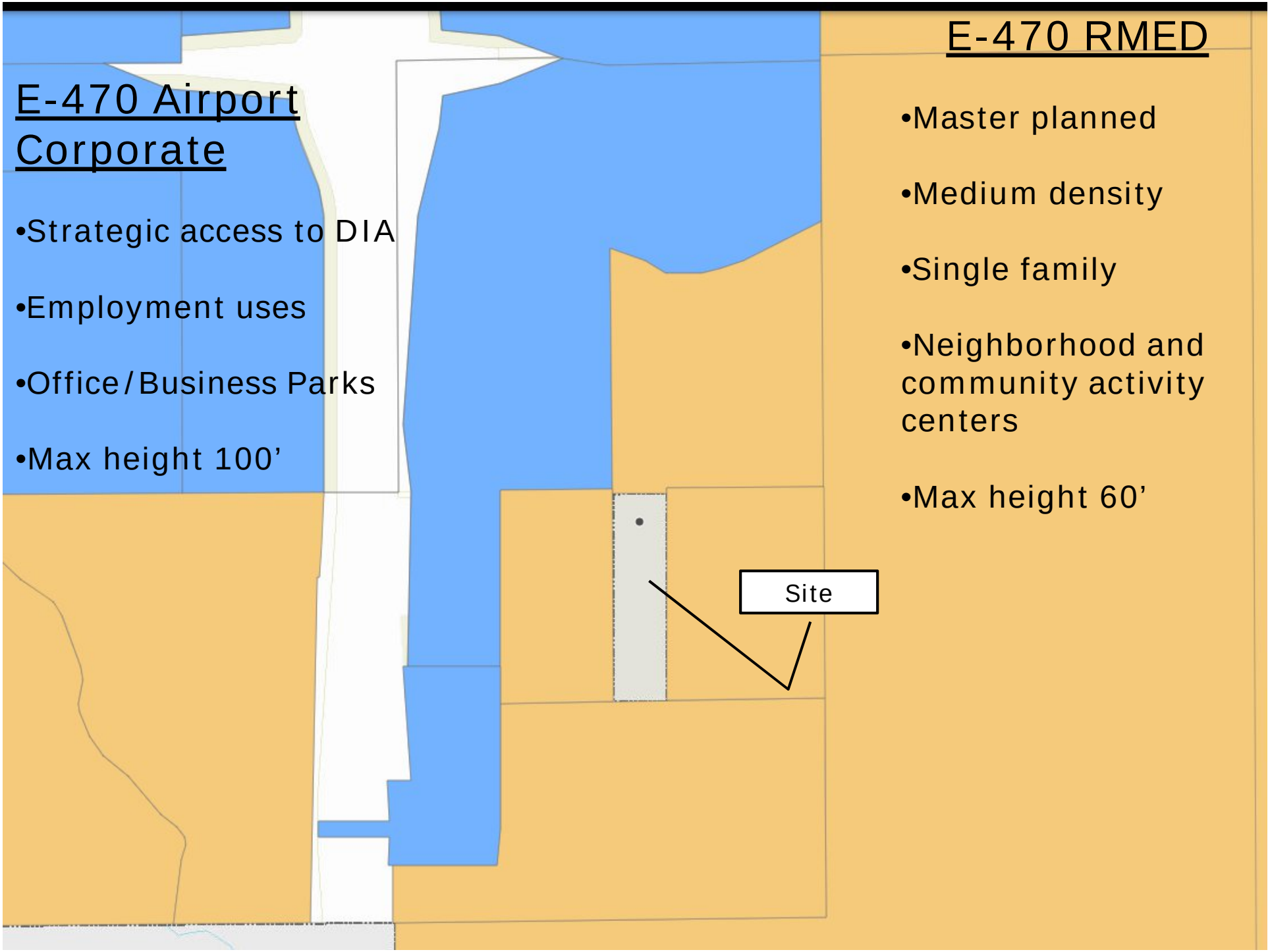
Adams County Comprehensive Plan

- Policy 2.1
  - In administering land use and development policies, the County is to consider the growth area of each Adams County municipality and promote development in a manner that supports the land use plan and goals of subject municipalities to avoid interjurisdictional competition. The County is to also coordinate with affected municipalities on development located within municipal growth areas.

Aurora Requirements for Towers

(Code Section 146-1200)

- Administrative site plan review
  - PC may consider
- Maximum Height:
  - Of applicable zone district
- Minimum setback:
  - 1:1 from ROW and residential uses
- Design criteria
  - Compatible with surrounding area (color, texture, scale)
  - Screening (accessory shelters, landscape, and fencing)
  - Not permitted on single-family residential lots


E-470 Airport Corporate
•Strategic access to DIA
•Employment uses
•Office/Business Parks
•Max height 100’
E-470 RMED
•Master planned
•Medium density
•Single family
•Neighborhood and community activity centers
•Max height 60’
Site

Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

Recommendation RCU2017-00039 American Towers

Staff recommends Continuance to July 31st.

Recommended Conditions

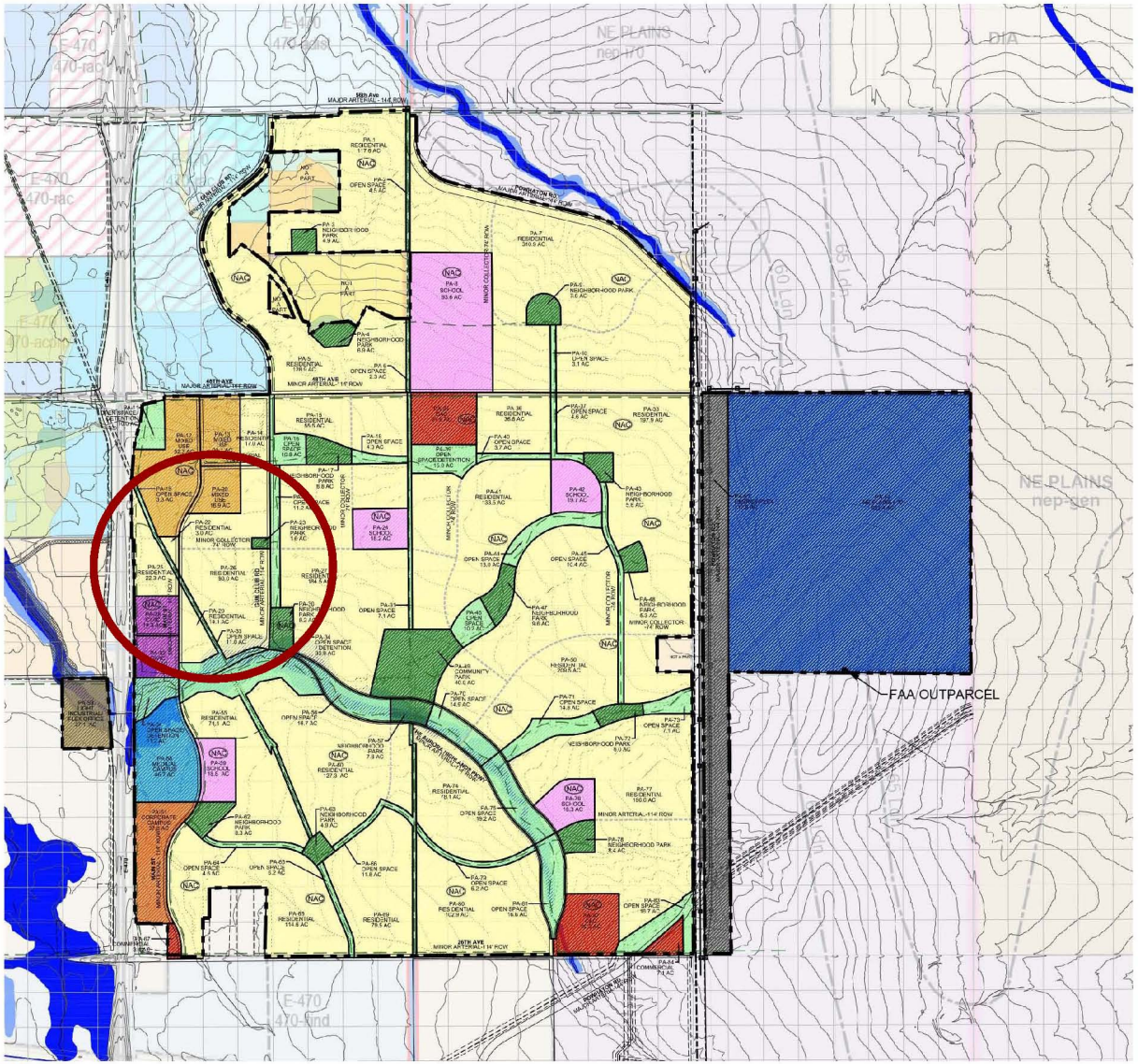
1. The conditional use permit shall expire on July 3, 2020.

2. The applicant shall install the landscape and screen fencing as shown on the final site plan submitted with the application and approved by the BoCC. Installation of the landscape and screen fencing shall be completed within 60 days of approval by the Board of County Commissioners. The applicant shall request an inspection for the required landscape and screen fence requirements from the Community and Economic Development Department after installation is completed.

3. The height of the freestanding telecommunications tower shall not exceed 50 feet.

4. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.

Conceptual Land Use Map



LEGEND

- PROPERTY BOUNDARY
- EXISTING/PROPOSED ARTERIAL ROAD
- PROPOSED COLLECTOR ROAD
- POWERLINES
- EASEMENT
- TRAILS
- FLOODPLAIN - AE
- FLOODWAY
- RESIDENTIAL
- MIXED USE
- OPEN SPACE/DETENTION
- NEIGHBORHOOD PARK
- COMMERCIAL
- CORPORATE CAMPUS
- MEDICAL OFFICE
- SCHOOL
- CIVIC
- ENERGY/FLEX
- NE PLAINS I-70
- LIGHT INDUSTRIAL/FLEX OFFICE

NOTES:
1.) PROPOSED COLLECTOR ROADS SHOWN ARE CONCEPTUAL IN NATURE AND DEPICTED TO SHOW GENERAL INTENT. FINAL COLLECTOR ALIGNMENTS WILL BE REFLECTED IN FUTURE CSP SUBMITTALS.
2.) NAC LOCATIONS SHOWN ARE CONCEPTUAL. FINAL SIZE (GENERALLY 1.5 ACRES) AND LOCATION WILL BE REFLECTED IN FUTURE CSP SUBMITTALS.
3.) ACCESS TO THE EXISTING FAA PARCEL IS TO REMAIN AND FUTURE ACCESS TO BE DETERMINED WITH FUTURE CSP.

0 2,000' 4,000'

Scale: 1" = 2,000'

North

NORRIS DESIGN
Planning | Landscape Architecture | Project Promotion
1101 Bannock Street
Denver, Colorado 80204
P 303.892.1166
F 303.892.1186
www.norris-design.com

THE AURORA HIGHLANDS
AURORA, COLORADO
MASTER FRAMEWORK DEVELOPMENT PLAN

NOT FOR CONSTRUCTION

Owner:
Cano Ferreira
The Aurora Highlands, LLC
6510 S Pecos Rd., Suite 124
Las Vegas, NV 11711
(720) 436-1572
cano@theaurorahighlands.com

CIVIL ENGINEER:
Calibre

Issue Date
JUNE 9, 2017

Sheet Title
OVERALL LAND USE MAP

LAND USE MAP - MATRICES

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

CASE NO.: PLN2018-00015

CASE NAME: Clear Creek Corridor Master Plan

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EXHIBIT 2 – Maps
2.1 Aerial Map
2.2 Zoning Map
2.3 Future Land Use Map

EXHIBIT 3- Referral Comments
3.1 Referral Comments (Tri-County Health Department)
3.2 Referral Comments (Colorado Parks and Wildlife)

EXHIBIT 4 – Citizen Comments
4.1 Dan Fries

EXHIBIT 5 – Draft Plan and Referral Responses
5.1 DRAFT 2018 Clear Creek Corridor Plan
5.2 Referral Agency Comments and Staff Responses

EXHIBIT 6 – Associated Case Materials
6.1 Request for Comments
6.2 Newspaper Publication
6.3 Referral Mailing List

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

STAFF REPORT

Board of County Commissioners July 31, 2018

CASE No.: **PLN2018-00015** CASE NAME: **Clear Creek Corridor Master Plan**

Applicant's Name:	Adams County Parks & Open Space
Applicant's Address:	9755 Henderson Rd., Brighton, CO 80601
Location of Request:	½ mile on each side of Clear Creek
Nature of Request:	Amendment to the Comprehensive Plan to adopt the Clear Creek Corridor Master Plan. The Clear Creek Corridor Master Plan studies the trail corridor along Clear Creek and makes recommendations related to recreation, wildlife habitat, water quality, and the interface with privately owned properties throughout the corridor.
Hearing Date(s):	**PC: July 12, 2018, 6 pm**
	BoCC: July 31, 2018, 9:30 am
Report Date:	July 13, 2018
Case Manager:	Shannon McDowell
PC Decision:	ADOPTION with Three (3) Findings of Fact and One (1) Condition
Staff Recommendation:	ADOPTION with Three (3) Findings of Fact and One (1) Condition

SUMMARY OF APPLICATION

Background:

The easternmost portion of Clear Creek is located in Adams County, roughly located between Sheridan Boulevard and the South Platte River from 60th Avenue to Highway 224. The Parks and Open Space Department currently maintains a regional trail along the creek corridor that provides basic recreational amenities. After the creation of a Parks, Trails, and Open Space Master Plan for the entire county in 2012, the Parks and Open Space Department realized a need to understand more detailed priorities along Clear Creek specifically. In addition, significant investment is expected along Clear Creek as the new commuter rail stations open. We engaged the public in the Clear Creek Corridor Master Plan to better understand the access issues and recreational opportunities along this specific trail corridor so we are able to guide development to outcomes that are desired by the community.

Plan Recommendations:

The Plan's recommendations fall into one of four categories: 1) basic needs, 2) circulation and access, 3) recreation, and 4) development guidelines. Following is a summary of the recommendations in each category.

Basic Needs
Throughout the public process, it was clearly communicated that the community wants more robust amenities along the Clear Creek Trail. Based on community input, the Clear Creek Corridor Master Plan recommends items such as additional restrooms, bike shares, wayfinding signage, and more frequent access points to meet expected standards. Items related to safety were also identified as a chief concern. The community indicated safety patrols (sheriff/ranger), lighting, signalized pedestrian crossings, and an integrated signage program were needed.

Circulation and Access
The community also had many suggestions related to better access to the Clear Creek Trail. The Clear Creek Corridor Master Plan recommends a variety of ways to achieve better access to the trail. Trails or better sidewalk access is needed on most major north/south roadways. Additional trailheads or trail access points are also needed throughout the corridor, including at-grade access at major north/south roadways. Community members also indicated a desire for signalized pedestrian crossings of major roads where the roads intersect with Clear Creek. The plan also suggests creating partnerships with businesses adjacent to the trail where parking facilities could be shared between the business and trail users.

Recreation
The community indicated a wide variety of recreational needs and desires. Overall needs that emerged from discussions with the community included safe river access, expanded trail networks, and active water recreation opportunities. There was also a focus on the ecology of the creek and wildlife viewing. Potential recreation amenities ranged in intensity from interpretive signage to recreation centers. In the process of synthesizing the recreation information given by the community, it was clear that different reaches of the creek had different characters. Based on feedback from the community, the creek was divided into seven recreational areas, each with a specific character for the future. The areas include: regional open spaces, a station area park, ecological areas, and a nature preserve. A variety of amenities are suggested as a potential menu of options in each recreational area. The potential future character of each area is described, but will ultimately depend on funding and partners.

Development Guidelines
With new commuter rail stations, increasing development pressure coming from Denver, and the potential for large public investment in recreation along Clear Creek, many of the properties along Clear Creek have a potential to be redeveloped. The Clear Creek Corridor Master Plan suggests several guidelines that could be implemented to better integrate new development into the trail and creek corridor.

To soften the edges of the corridor, vegetated screening could be utilized in place of solid screen fencing that exists now and is frequently vandalized. Slopes for development near the creek should be designed to minimize erosion and allow for plantings and programmed area such as patios.

New development should be encouraged to “face” the creek and trail. Uses, such as restaurants and coffee shops, could utilize patio areas along the creek to provide a unique experience. Multi-family residential developments and public buildings should transition from the public space along the trail to quasi-public spaces and then to private spaces using vegetation.

To protect the ecology of the creek corridor, the Clear Creek Corridor Master Plan suggests maintaining a two-hundred (200) foot vegetated buffer from the floodway edge. This would allow for safe wildlife movement, a healthy riparian corridor, and adequate storm water quality treatment. Vegetation in the buffer area should include plants that serve as food sources for animals. Within the buffer area, seasonal ponds could be created and safe nesting areas established to help expand wildlife habitat along the corridor.

The Clear Creek Corridor Master Plan also addresses the provision of storm water treatment facilities along the creek. The plan recommends that all future development locates outfalls outside of the 5-year floodplain. The plan also recommends that development create integrated storm water parks that serve a dual purpose of open space amenity and water quality enhancer. Where Adams County owns land along the creek corridor, opportunities may exist for easements or other agreements to be granted to developers wishing to implement this concept.

Implementation Plan:

The vision described in the Clear Creek Corridor Master Plan is one of long-term investment that is dependent upon significant partnerships with developers, landowners, and funding agencies. Many significant investments along the creek are already in process. Because the recommendations are wide ranging and highly dependent upon partners, one clear path to implementation is not possible. We anticipate focusing on the Basic Needs first as the community identified these amenities as essential components to the trail. As partnerships and funding are identified, access and recreational components will be addressed. It is anticipated that the development guidelines will be adopted as capacity exists to create regulation amendments, understanding that these should be adopted prior to a large amount of new development occurring in the creek corridor.

Development Standards and Regulations:

Comprehensive Plan Amendments are required to follow the process outlined in Section 2-02-13-05 of the Adams County Development Standards and Regulations (Regulations) for Comprehensive Plan Amendments, which includes newspaper notice and public hearings. The amendment is required to be processed through a public hearing before the Planning Commission, which the regulations require the Planning Commission to make a decision on the amendment and, after which, amendment and the Planning Commission decision will be referred to the Board of County Commissioners to ratify the decision at a public hearing. Additionally, notice was provided on June 26, 2018 in the Commerce City Sentinel Express, on June 27, 2018 in the Brighton Blade, on June 29, 2018 in the I-70 Scout/Eastern Colorado News, and on June 28, 2018 in the Northglenn/Thornton Sentinel/Westminster Window (see also Exhibit 2.3) in accordance with Sections 2-02-13-05 and 2-01-06-03 of the Regulations. Lastly, Section 2-02-13-06-03 requires that the amendment be in conformance with the Comprehensive Plan and advances the health, welfare and safety and welfare of public. The following goals and policies support the Comprehensive Plan Amendment to adopt the Clear Creek Corridor Master Plan:

Adams County Comprehensive Plan (2012)
Chapter 3. County-wide Policies & Strategies
Goal 3: Transportation

The County is committed to providing an integrated and safe multimodal transportation system that enhances the quality of life for Adams County residents, encourages economic vitality, and promotes environmental stewardship.

Policy 3.5: *Improve Public Transportation*
Coordinate with Adams County municipalities, the Regional Transportation District (RTD), and other transit providers to improve public transportation in Adams County, including rail transit, enhanced bus services and improved multi-modal connections to the transit.

Policy 3.5.e.: *Bicycle/Pedestrian Connections to Transit*
The County will work with RTD, municipalities, and developers to enhance bike/pedestrian connections to transit stations.

Policy 3.6: *Improve Bicycle and Pedestrian Facilities*
Coordinate County, city, and regional commuter and recreational bicycle and pedestrian travel through a comprehensive Adams County trail system and accommodations on the County's road network.

Policy 3.6.a:. *Open Space, Parks, and Trails Master Plan*
The County will implement the trail system identified in the Adams County Open Space, Parks, and Trails Master Plan.

Policy 3.9.d: *Necessary Infrastructure*
Provide the supplementary infrastructure that allows bicycles and walking to be effective alternative transportation modes.

Policy 3.9.f: *Sustainable Transportation Solutions*
The County will seek transportation solutions that create economic, environmental and social benefits.

Goal 4: Economic Development
Economic activity is the engine that creates jobs for County residents and powers County government. Fees and taxes are the primary source of revenue for most County operations. Without them, government as we know it would cease to function. Paradoxically, the business environment is heavily influenced by government activities. Local government in particular provides most of the infrastructure and services that allow for business development and expansion and supports recovery efforts following hazard events.

Policy 4.1.d.: *Strategic Public Infrastructure Investments*
Invest in public infrastructure required to retain existing or attract new industrial and commercial developments when the economic advantage to the County will exceed the cost of the investment. As well, plan for infrastructure projects that will address needs in areas with highest demand for development and/or have been identified as focus areas.

Policy 4.1.h.: *Design and Development Standards*
Adopt high-quality design and development standards that will assure new industrial and commercial development contributes positively to the image and appearance of the County and is compatible with adjacent uses areas. Tailor design and development standards for target areas to the needs of the industries being targeted.

Policy 4.2.a.: *Suitable Amenities*

Improve the County's educational, housing, open space, recreational, retail, and cultural amenities to encourage retention and attract new businesses to Adams County.

Goal 5: County Fiscal Balance

Adams County details seven governing principles within its annual budget document that serve as the vision for the budget and related policies for the County. These serve as a guiding framework from which decisions should be made.

Policy 5.2.b.: *Alignment of County Investments*
The County should align capital investments with areas that are targeted for growth and development. Localized revenue generation tools should be used to create infrastructure improvements that are both specific and comprehensive in their ability to effectively serve areas that enable the County to meet its housing and economic development goals.

Policy 5.2.c.: *Design and Development Standards*
Adopt high-quality design and development standards that will assure new industrial and commercial development contributes positively to the overall assessed value of property in Adams County and attracts additional higher value development. Tie design and development standards of specific focus areas to the needs of the industries being a targeted.

Goal 7: Natural Resources

Adams County citizens place great value on the conservation of natural resources and enhancing our water and air quality. Resource conservation is seen as one of the most important means to reducing our impact to the natural environment.

Policy 7.1: *Boost Drainage and Flood Control Capacity*
Preserve and improve the drainage and flood control capacity of waterways in the County.

Policy 7.1.a.: *Multiple Use Areas*
Provide for the use of existing drainage and flood control areas for multiple uses such as wildlife habitat, parks, and recreation.

Policy 7.1.b.: *Urban Drainage and Flood Control District*
Implement the recommendations of the Urban Drainage and Flood Control District as set forth in its plans to preserve the current capacities of drainage basins and corridors located within Adams County. Work cooperatively with municipalities to coordinate implementation of regional drainage plans.

Policy 7.1.c.: *Floodplain Development*
Restrict the elevation of permanent structures within designated floodplain areas and ensure that new development in the County maintains existing drainage flows and does not increase the risk of flooding.

Policy 7.3: *Protect Water Supplies*
Preserve and enhance surface and groundwater quality and ensure the long-term viability of ground water supplies.

Policy 7.3.b.: *Minimize Non-Surface Runoff*
Continue to minimize non-treated surface runoff through low-impact development. Low impact development encourages the use of methods to minimize water quality impacts from stormwater runoff, such as reducing impervious area, grass-lined drainage swales, and minimizing directly connected impervious areas.

Goal 9: Parks, Recreation, and Open Space

Open space provides an important framework for land use planning and contributes significantly to the County's character and to the quality of life of its residents. A range of active and passive open space and park types serve resident needs for recreation, enjoyment of nature and the outdoors, agricultural preservation, wildlife habitat, and aesthetic purposes, as well as protection of natural areas and community separators.

Policy 9.2: *Preserve Open Space*

Preserve open space to enhance the quality of life, shape urban areas, avoid development of environmentally sensitive areas, and preserve critical wildlife corridors and habitat.

Policy 9.2.f.: *Development and Site Design Standards*

Revise zoning and land use regulations to include development and site design standards (e.g., tree and vegetation protection, stream corridor and wetlands setbacks, and ridge line protection standards).

Policy 9.3: *Preserve Water Corridors and Reservoirs*

Preserve the Clear Creek, Platte River, Beebe Draw, Box Elder Creek, Horse Creek, Lost Creek, Comanche Creek, Wolf Creek, and Kiowa Creek corridors, Barr Lake, and major reservoirs as important natural, wildlife habitat, and agricultural resources.

Policy 9.3.a.: *Open Space, Parks, and Trails Master Plan*

Support applicable recommendations for actions contained in the Adams County Open Space, Parks and Trails Master Plan.

Policy 9.3.b.: *Development and Site Design Standards*

Revise zoning and land use regulations to include development and site design standards and consider incentives to encourage the use of clustering and other creative site layouts that preserve existing agricultural lands, open space, wildlife habitat, and sensitive environmental areas located within and along these key drainage corridors.

Policy 9.5: *Provide a Variety of Recreation Opportunities*

Support the implementation of the varied recreational opportunities identified in the Open Space, Parks, and Trails Plan, including, but not limited to: fishing, cycling, trail-based recreation, bird watching and wildlife viewing, and outdoor and nature education.

Policy 9.5.a.: *Implement Plan Policies*

Continue to promote and implement the recreation and tourism policies and strategies contained in the Open Space, Parks, and Trails Plan to help meet the recreational needs of residents and visitors.

Policy 9.5.d.: *Requirements for New Development*

Strengthen and enforce regulations requiring the construction or funding of recreational facilities with new development.

Adams County Open Space, Parks, and Trails Master Plan (2012)

Area 10: Infill Local Parks Opportunities (p. 64):

- *Much of the western unincorporated area of Adams County is developed and few large open space or parks opportunities exist. Within these areas County residents seek improvements to existing parks and trail systems.*

Public Outreach:

The public engagement process occurred between January and June of 2017. Three rounds of outreach were conducted, including a total of four public meetings and two online surveys to reach those unable to attend a meeting. Between the meetings and surveys, we had over 750 participants in the process. Through these methods, we generated a list of 210 unique individuals who participated in the process and gave us their contact information. In the first round of outreach, participants were asked to identify existing challenges, opportunities, and desires for the future with respect to trail connections, recreation, and natural systems along Clear Creek. In the second round of outreach, a variety of information was presented, including: basic amenities that are needed, improvements to connections, and the designation of a character for each reach of the creek. Potential uses/amenities for each reach were detailed as well. Participants were asked to verify whether these concepts fit within their vision for the future of the trail corridor. In the last round of outreach, adjustments were made in response to public comments and participants were asked to indicate whether the final maps met their expectations for future improvements, including placing a priority on addressing basic needs for the corridor.

The referral comment period occurred from May 14, 2018 to June 4, 2018, which was posted on the County's Clear Creek Corridor Master Plan website at http://www.adcogov.org/ccplan. E-mails soliciting comments were sent to over 215 parties including County agencies, referral agencies, and citizens that participated in the public engagement process. The referral letter and email were sent out on May 14, 2018 (see also Exhibits 2.1 and 2.2).

CITIZEN COMMENTS

The public comment period for the adoption process occurred between May 14, 2018 and June 4, 2018. The following comments were received related to the final draft of the Master Plan:

"Thank You so much for the updated information. I reviewed it and it shows great promise to improving the clear creek area. I did not see mention of gold panning as recreation on the creek. I certainly hope it is not going to be disallowed in this seven mile segment of the creek. I am looking forward to the June 26th meeting." ~ Dan Fries

COUNTY AGENCY COMMENTS

County agencies were also notified during the public comment period. There were no comments received from County agencies.

REFERRAL AGENCY COMMENTS

A referral letter and email were sent out to over 200 interested parties on May 14, 2018 and the following responses were received:

Responding with Concerns: Refer to Exhibit 2.1 Referral Agency Comments and Staff Responses. The comments received are summarized below.

Tri-County Health Department

Summary of Concerns: Water quality for recreation, limiting tobacco use on trails and in parks, providing additional shade along the corridor, and typographical errors.

Colorado Parks and Wildlife

Summary of Concerns: Addressing noxious weeds, protection from aquatic invasive species, protection of habitat (vegetated buffer) for both aquatic and terrestrial wildlife, timing of construction activities to avoid disturbing raptor nests and burrowing owls, and establishing dog-free zones to protect wildlife.

Responding without Concerns:

None.

Notified but not Responding / Considered a Favorable Response:

All others

PLANNING COMMISSION UPDATE:

The Planning Commission (PC) considered this case on July 12, 2018. The Planning Commission requested clarification on the involvement of the Sheriff's Office in the process. Staff responded that Sheriff's Office deputies were present at each outreach event and the Parks and Open Space Department works closely with them on issues related to homelessness and patrols along our trails. One of the proposed development standards would require a two hundred foot setback from the floodway. The unknown property impacts of this recommendation were a concern. Staff indicated the setback is a suggestion that requires a more detailed study along with a regulation amendment process prior to implementation. Specific property impacts of the setback would be evaluated and presented as part of the regulation amendment process. Clarifications were provided related to the plan's boundaries and the status of the York Street improvements, which include a pedestrian underpass under Highway 224 that provides access to the Clear Creek Trail for the Welby neighborhood. Members of the Planning Commission also indicated suggestions received from referral agencies such as smoke-free trails and dog-free zones would be difficult to enforce.

There was no one from the public to speak in favor or in opposition to the request.

The Planning Commission voted (7-0) to adopt the plan.

Staff Recommendations:

As it exists today, the Clear Creek trail is a nice community amenity. However, it lacks nodes of activity and a feeling of safety that could attract more users. The community would like to see the trail and the creek corridor enhanced in terms of safety, access, recreation, ecology, and integration with the surrounding uses. The Clear Creek Corridor Master Plan suggests improvements for the creek corridor and surrounding area that address these needs of the community. The Clear Creek Corridor Master Plan also recommends guidelines be adopted to better integrate future development with the creek and trail corridors. The Clear Creek Corridor Master Plan serves as a more detailed (sub-area) plan for and furthers the goals of the Open Space, Parks, and Trails Master Plan that was adopted in 2012. Therefore, staff is recommending ADOPTION based on the following findings of fact and condition:

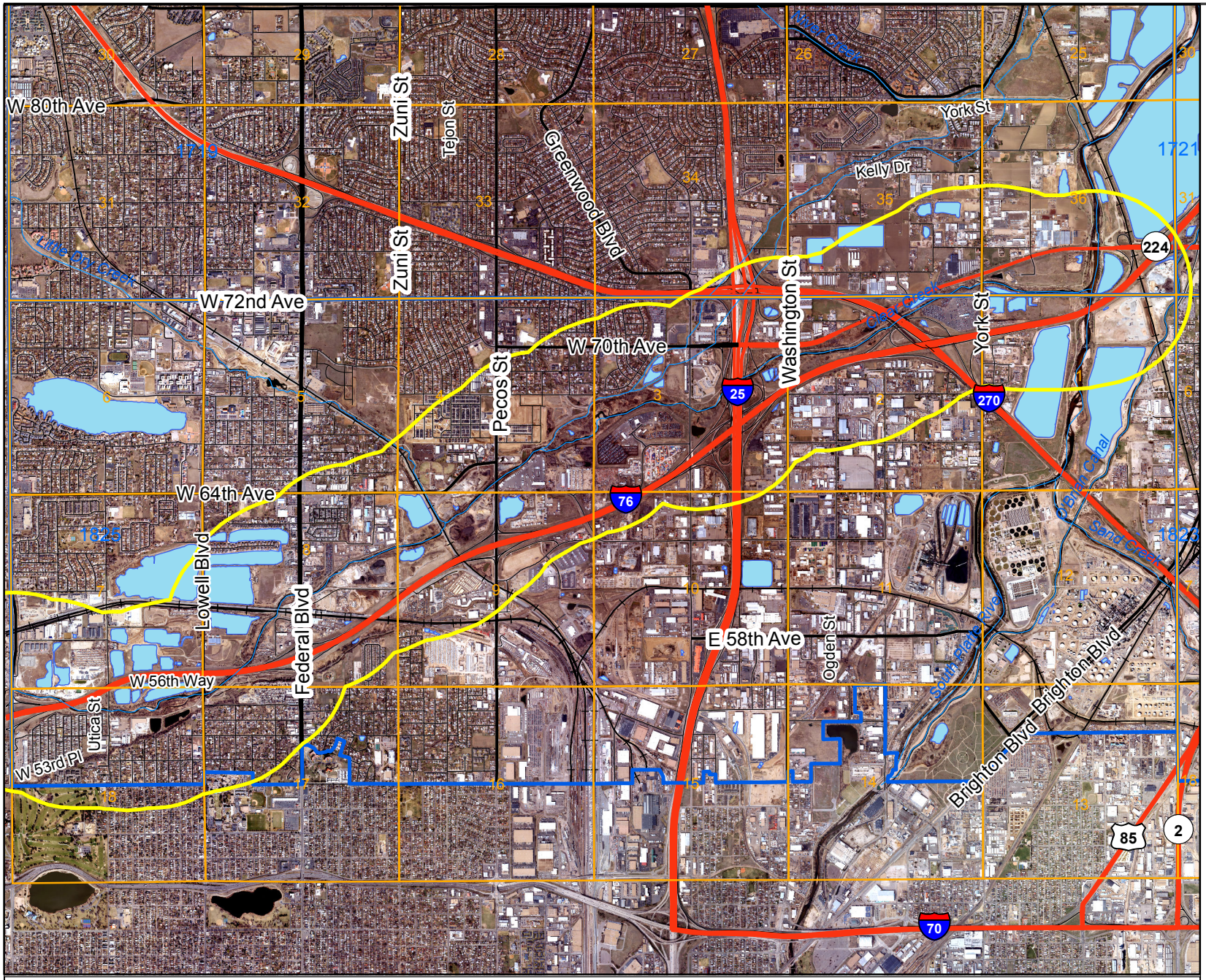
RECOMMENDED FINDINGS OF FACT

The following findings of fact confirm compliance with the Comprehensive Plan Amendment Criteria for Approval per Section 2-02-13-06-03 of the Adams County Development Standards and Regulations as detailed below:

1. The Comprehensive Plan amendment is consistent with the goals and policies of the Adams County Comprehensive Plan.
2. The Comprehensive Plan amendment is consistent and/or compatible with the land use, transportation, and open space maps in the Adams County Comprehensive Plan.
3. The Comprehensive Plan amendment advances the health, safety, and welfare of the citizens and property owners of Adams County.

RECOMMENDED CONDITION

1. Up until August 31, 2018 the Parks and Open Space Department staff may make minor corrections to the Clear Creek Corridor Master Plan, including but not limited to typographical errors, to ensure consistency and accuracy throughout the Plan.



Legend

- Railroad
- Major Water
- Zoning Line
- Sections
- Study Area

Clear Creek Corridor Master Plan

PLN2018-00015

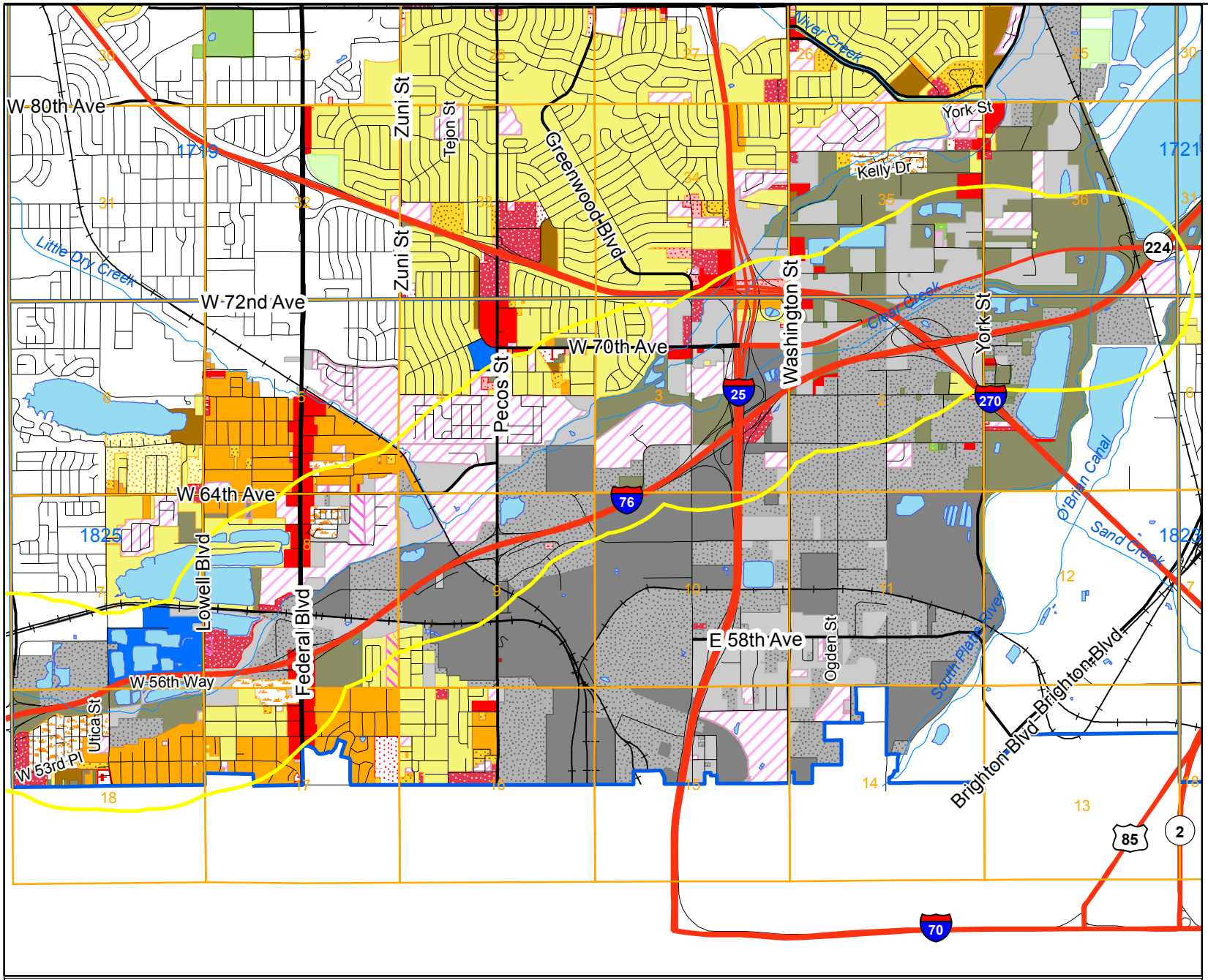
Exhibit 2.1

N

For display purposes only.

ADAMS COUNTY COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

- Railroad
- Major Water
- Zoning Line
- Sections
- Study Area

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)

Clear Creek Corridor Master Plan

PLN2018-00015

Exhibit 2.2

N

For display purposes only.

ADAMS COUNTY COLORADO

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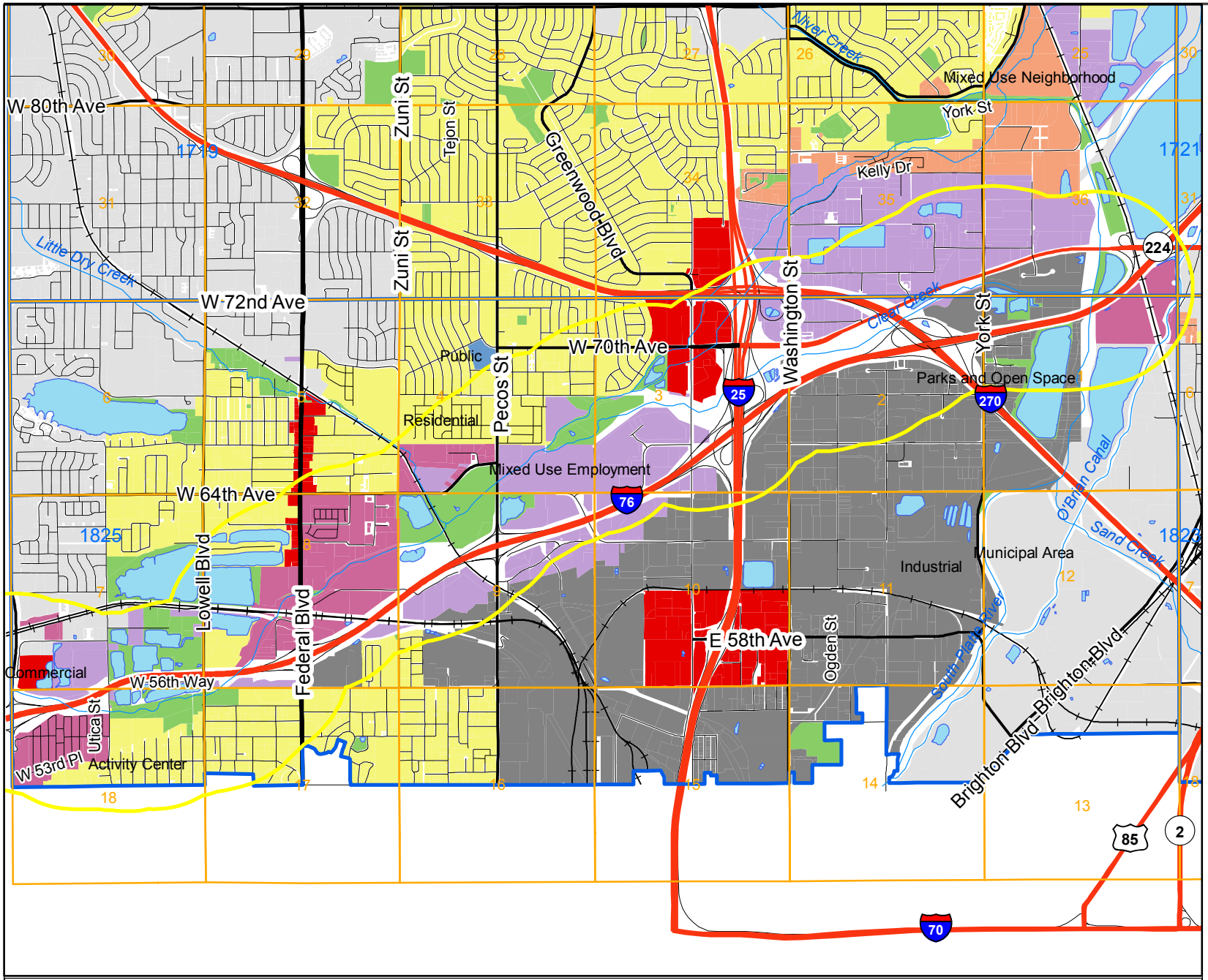


Legend

- Railroad
- Major Water
- Zoning Line
- Sections
- Study Area

Future Landuse 2012 (Rev2016)

Residential
- Urban Residential
- Estate Residential

Mixed Use
- Local District Mixed Use
- Mixed Use Neighborhood
- Activity Center
- Mixed Use Employment

Commercial/Industrial
- Commercial
- Industrial

Other
- Agriculture
- DIA Reserve
- Parks and Open Space
- Public
- Municipal Area

Clear Creek Corridor Master Plan

PLN2018-00015

Exhibit 2.3

N

For display purposes only.

ADAMS COUNTY COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Exhibit 3.1

Shannon McDowell

From: Mallory Bettag [mbettag@tchd.org]
Sent: Thursday, June 07, 2018 11:23 AM
To: Shannon McDowell
Cc: Sheila Lynch; Monte Deatrich
Subject: Clear Creek Corridor Plan, PLN2018-00015
Attachments: 4929_Clear Creek Corridor Plan_180530_mbettag.pdf

Good Morning, Shannon:

I apologize for the delay in sending our referral response letter for TCHD comments for the Clear Creek Corridor Plan. I have attached a copy of TCHD's referral response letter for your review.

Please let me know if you have any questions.

Thanks,

Mallory Roybal Bettag, MURP, MPH
Land Use & Built Environment Specialist
Tri-County Health Department
6162 South Willow Dr #100 Greenwood Village CO 80111
Office (720) 200-1537
mbettag@tchd.org | www.tchd.org

May 30, 2018

Shannon McDowell
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Clear Creek Corridor Master Plan/PLN2018-00015
TCHD Case No. 4929

Dear Ms. McDowell,

Thank you for the opportunity to review and comment on the Amendment to the Comprehensive Plan to adopt the Clear Creek Master Plan that includes approximately seven miles along Clear Creek Corridor. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design.

TCHD commends the County for developing a plan that creates a strategic and long-term vision to recapture the Clear Creek Corridor as a community asset. The following comments summarize the areas the plan that support the promotion of health and opportunities to better address public and environmental health concerns.

Water Quality
Addressing water quality is critical to ensuring that the creek water is safe and healthy for human and animal exposure. As you know, TCHD plays a role in monitoring and advising on environmental health issues such as water quality in Adams County. TCHD commends the applicant for noting the creek contamination issues, however, the presence of water quality issues may pose a challenge to achieving some of the objectives defined in the Plan. TCHD is very interested in working with Adams County to explore strategies to address health and safety while working toward the desired vision for the corridor. Specifically, TCHD recommends that the County more prominently call out the importance of addressing water quality as a primary objective in this plan.

As stated on page 32 at the end of the first section, the Clear Creek Corridor is considered a nonattainment for recreational use. TCHD recommends making more prominent the need to address water quality before recreational use objectives may be achieved. This recommendation will help to elevate the importance of the water quality strategies in the plan as a component to achieving the full vision articulated in this plan.

Pg. 47:
TCHD commends the applicant for including an objective for water quality planning areas, well-draining and erosion control measures to improve water quality.

Appendix pg. 10-11 Clear Creek Water quality Report:
TCHD commends the Plan for including the Clear Creek Water Quality Report that demonstrates the water quality issues of the Creek. TCHD recommends separating the tables on separate pages for improved legibility.

Appendix pg. 12-13:
TCHD commends the Plan for including excerpts from the Integrated Water Quality Monitoring and Assessment Report of 2016 from the Colorado Water Quality Control Division.

Smoke-Free Zones
Tobacco use is a leading cause of preventable death in the United States. Smoking and tobacco use can cause many kinds of cancer, heart disease, stroke, and lung disease. Exposure to second-hand smoke also increases the risk of tobacco-related diseases. Smoke-free zone policies encourage smokers to quit, discourage non-smokers and youth from starting, reduce exposure to second-hand smoke, and reduce litter associated with smoking (i.e. cigarette and cigar butts, cigarette and cigar packaging, lighters and matches). TCHD recommends that the Clear Creek Master Plan adopt a smoke-free policy for the corridor and connecting public parks. For more information on smoke-free policies, please contact TCHD's Chronic Disease Prevention Program at (720) 200-1660 or visit http://www.tchd.org/275/Tobacco-Prevention.

Community design to support walking and bicycling
Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans like this Clear Creek Master Plan that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

Trail Connections:
The plan provides language to support increased access to the trails, but specific language about providing equitable access for all users would be advantageous.

General Comments
TCHD commends the applicant for addressing the mental, physical, and social health benefits of trail improvements including connectivity, safety, recreation factors.

Pg. 2:
Paragraph 2 includes the word "interests" but it is spelled wrong.

Pg. 4:

The second bullet of Zone 1 Observation indicates potential partnership opportunities with CO Fish and Wildlife. This should read “CO Parks and Wildlife.”

Pg. 5:
Paragraph 3 includes the work “private” but it is spelled wrong.

Pgs. 10-13:
The pie charts are difficult to read with so many options. It is suggested that the information be displayed in a chart or table that outlines the top preferences.

Pg. 26:
The Federal Boulevard Framework Plan and Health Impact Assessment (2015) indicates a need for better connections to the trail from Federal Boulevard. TCHD commends the plan for its connectivity recommendations, particularly connections from Federal Blvd.

Chapter 5:
TCHD commends the plan for addressing activities to promote physical activity and a sense of community such as designated bird-watching areas, play area, and outdoor learning areas. Given water quality concerns, however, TCHD recommends water recreation opportunities are removed from this plan.

Appendix pg. 2:
- TCHD commends the plan for including safety elements such as lighting along trails and underpasses.
- TCHD commends the plan for increasing wayfinding signage at the trailheads.
- A recommendation for inclusion under the category for “Basic Needs” could include the addition of shaded seating along trail.

Appendix pg. 3:
- TCHD commends the plan for its wayfinding improvements to the trail and connecting parks and open space.
- TCHD commends the plan for its inclusion of bicycle infrastructure, specifically the dedicated on-street bicycle lane.

Please feel free to contact me at (720)200-1537 or mbettag@tchd.org if you have any questions on TCHD’s comments.

Sincerely,

Mallory R. Bettag, MPH/MURP
Land Use and Built Environment Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD

Exhibit 3.2

Shannon McDowell

From: Chick - DNR, Crystal [crystal.chick@state.co.us]
Sent: Friday, June 08, 2018 10:14 AM
To: Shannon McDowell
Cc: Tom Kroening - DNR; Federico - DNR, Margo; Jordan Likes - DNR
Subject: CPW Comments: Clear Creek Corridor Proposed Master Plan (PLN2018-00015)
Attachments: 545_Adams County_Clear Creek Corridor.pdf

Ms. McDowell,

Please find the attached Colorado Parks and Wildlife comments regarding the Clear Creek Corridor Proposed Master Plan (PLN2018-00015).

Crystal Chick
Area Wildlife Manager

P 303.291.7122 | F 303.291.7114
6060 Broadway, Denver, CO 80216
crystal.chick@state.co.us | cpw.state.co.us

COLORADO
Parks and Wildlife
Department of Natural Resources

Northeast Regional Office
6060 Broadway
Denver, CO 80216
P 303.291.7227 | F 303.291.7114

June 8, 2018

Ms. Shannon McDowell
Adams County Community & Economic Development Department
4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218

Re: Clear Creek Corridor Plan, PLN2018-00015

Dear Ms. McDowell:

Thank you for the opportunity to comment on the proposed master plan for the Clear Creek Corridor, an area of approximately seven miles in length surrounding Clear Creek. The Clear Creek Corridor is bounded on the west by Sheridan Avenue, on the north and south by a variety of private properties, county properties and state properties, and then on the east by the South Platte River. The purpose of the plan is to act as a guide in making improvements along the corridor, providing additional amenities, and addressing how adjacent development interacts with the trail.

The mission of Colorado Parks and Wildlife (CPW) is to perpetuate the wildlife resources of the state, to provide a quality state parks system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado's natural resources. Our goal in responding to land use proposals such as this is to provide complete, consistent, and timely information to all entities who request comment on matters within our statutory authority. Current CPW policy directs our efforts towards proposals that will potentially have high impacts to wildlife and wildlife habitat. The emphasis of CPW's concerns is on large acreages, critical habitats, wildlife diversity, and impacts to species of special concern, or those that are state or federally endangered. Due to the length of the project, the proximity to sensitive areas including various riparian areas and Clear Creek itself, any proposed work could have a moderate to significant impact on wildlife habitat.

Habitat Conditions

The wetlands in this area are of relatively high habitat quality. There is a diverse composition of grasses and grass-like species along the banks, as well as a healthy native tree and shrub gallery. The sandy bottom of the creek allows a high degree of sinuosity. Additionally, many people utilize this corridor at various points for recreation purposes. Maintaining natural waterways in urbanized areas allows people the opportunity to be exposed to nature and to be able to view wildlife in local areas. Development and constriction of urban streams has the potential to both displace wildlife, and to discourage environmental education.

Bob D. Broscheid, Director, Colorado Parks and Wildlife • Parks and Wildlife Commission: Robert W. Bray • Marie Haskett • Carrie Besnette Hauser
John Howard, Chair • Marvin McDaniel • Dale Pizel • James Vigil, Secretary • Dean Wingfield • Michelle Zimmerman, Vice-Chair • Alex Zipp

If any noxious weeds are found at any point along the Clear Creek Corridor at any point during any proposed construction, CPW asks that any noxious weeds and trees be replaced on a 1:1 ratio with native trees, shrubs and seed mix.

If at any time heavy equipment previously used in another stream, river, lake, reservoir, pond or wetland is used in the corridor, one of the following disinfection practices is necessary prior to construction to prevent the spread of New Zealand mud snails, zebra mussels, quagga mussels, whirling disease, and any other aquatic invasive species into this drainage. These practices are also necessary after project completion, prior to this equipment being used in another stream, river, lake, reservoir, pond, or wetland:

- Remove all mud, plants, debris from equipment (tracks, turrets, buckets, drags, teeth, etc.) and spray/soak equipment in a 1:15 solution of Quat 4 or Super HDQ Neutral institutional cleaner and water. Keep equipment moist for at least 10 minutes **OR**
- Remove all mud, plants and debris from equipment (tracks, turrets, buckets, drags, teeth, etc.) and spray/soak equipment with water greater than 140 degrees F for at least 10 minutes.
- Clean hand tools, boots, and any other equipment that will be used in the water with one of the above options as well.
- Do not move water from one water body to another.
- Be sure equipment is dry before use.

Wildlife

CPW would expect to find various mammals, ranging from small ground-dwelling mammals to the occasional large ungulate, passerine birds, waterfowl, birds of prey, reptiles, amphibians, and various fish and aquatic invertebrates throughout significant portions of the proposed study area of the Clear Creek corridor.

As Clear Creek can be an important resource for various forms of wildlife, CPW recommends that intrusion into riparian areas be minimized. Riparian areas are sensitive to environmental changes and are beneficial in not only helping improve water quality but also provide vital nesting and foraging habitat for various waterfowl species, cranes, passerine birds, birds of prey, semi-aquatic mammals, small ground dwelling mammals, reptiles, amphibians, and fish. Improving the riparian areas through replacing any invasive species with native trees, grasses and shrubs will increase the usefulness of the habitat to the species that utilize the Clear Creek corridor.

CPW also recommends that any cottonwoods be evaluated to determine if it is truly necessary to be removed. Cottonwoods can prove to be useful beyond their normal lifespan as several bird species and mammalian species utilize cavities in dead cottonwood trees as nesting areas. CPW does recognize that public safety and well-being takes priority over wildlife.

Clear Creek is a migration corridor for mule deer, white-tailed deer, great blue herons and other species. CPW recommends that a vegetated buffer remains in place to not only maintain that migration corridor for wildlife but to also aid in flood mitigation. The proposed vegetative buffers will provide a temporary refuge for migrating wildlife, forage and also nesting locations.

If any raptor nests are found along the Clear Creek corridor during development, CPW recommends that the developer adhere to the Recommended Buffer Zones and Seasonal

Restriction Guidelines. These guidelines are designed to minimize nest abandonment while allowing for potential development to continue. There are specific guidelines for each major raptor species. Some parts of the Clear Creek corridor that are proposed to be developed may be foraging areas for birds of prey. Development of these sites may result in nest abandonment due to a significant reduction in available forage. A copy of the Recommended Buffer Zones may be obtained from District Wildlife Manager Jordan Likes, visiting the CPW website at http://cpw.state.co.us or by calling the CPW Northeast Region Office at (303) 291-7227.

If prairie dog towns are present on the sites or if prairie dogs establish themselves on the property prior to development - CPW recommends that a burrowing owl survey be conducted prior to earth moving. Burrowing owls live on flat, treeless land with short vegetation, and nest underground in burrows dug by prairie dogs, badgers, and foxes. These raptors are classified as a state threatened species and are protected at both the state and federal level, including the Migratory Bird Treaty Act.

These laws prohibit the killing of burrowing owls or disturbance of their nests. Therefore, if any earth-moving will occur between March 1st and October 31st, a burrowing owl survey should be performed. Guidelines for performing a burrowing owl survey may be obtained from District Wildlife Manager Jordan Likes, visiting the CPW website at http://cpw.state.co.us or by calling the CPW Northeast Region Office at (303) 291-7227.

Human Recreation

CPW recommends that a buffer zone extend at least 150 ft. from each side of the riparian area. Visual and audio buffers should be either maintained with existing vegetation or enhanced with native plants to protect the viability of riparian habitat. Any re-vegetation planned for the riparian area should allow for regeneration of shrubby undergrowth, including willow and cottonwood. When planning trails in the development area, planners should take into consideration the impact trails have on wildlife in the area. Trails down to Clear Creek should not cut through the riparian area but should remain at least 50 ft. from them, should be placed on the edges of open spaces, and should be no wider than 8 feet throughout the entire length. Any trails that cross Clear Creek should be cross at a 90 degree angle in order to minimize impacts to Clear Creek.

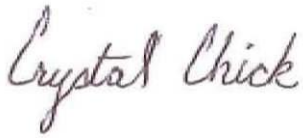
Trails will further habitat fragmentation. The creation of social trails will compound the impacts and further degrade the quality of wildlife habitat in the vicinity. Monitoring for these social trails and implementing steps for the immediate cessation of use, and restoration is recommended.

The presence of dogs in this area will increase the impacts to local wildlife. As this area provides habitat and foraging areas for numerous wildlife, additional restrictions on trail usage to exclude dogs could be considered. If dogs are allowed on the trail, users should be encouraged to take proper precautions to prevent unnecessary impacts and conflicts with wildlife by following pet leash laws. Fragmentation of wildlife habitat will continue to impede movement and foraging use for many species. Therefore, Adams County is encouraged to establish and protect contiguous open space parcels, free of human disturbance, in order to benefit local wildlife and help ensure their presence into the future.

Please contact us if we can be of assistance in implementing your proposal to minimize negative impacts and maximizing potential enhancements to support living with wildlife in

our community. If you have any further questions, please contact District Wildlife Manager Jordan Likes at (303) 291-7135.

Sincerely,



Crystal Chick
Area Wildlife Manager

Cc: M. Leslie, T. Kroening, J. Likes

Exhibit 4.1

Shannon McDowell

From: Daniel Fries [nefarmer100@yahoo.com]
Sent: Thursday, May 17, 2018 12:54 AM
To: Shannon McDowell
Subject: Re: For Review: Clear Creek Corridor Master Plan (PLN2018-00015)

Thank You so much for the updated information. I reviewed it and it shows great promise to improving the clear creek area. I did not see mention of gold panning as recreation on the creek. I certainly hope it is not going to be disallowed in this seven mile segment of the creek. I am looking forward to the June 26th meeting. Dan

---

On Mon, 5/14/18, Shannon McDowell <SMcDowell@adcogov.org> wrote:

Subject: For Review: Clear Creek Corridor Master Plan (PLN2018-00015)
To: "Shannon McDowell" <SMcDowell@adcogov.org>
Date: Monday, May 14, 2018, 4:30 PM

Hello,
You are receiving this
message because you participated in or were identified as a stakeholder for the Clear Creek Corridor Master Plan process. The attached information is in regard to a Comprehensive Plan Amendment for Adams County to
adopt the Clear Creek Corridor Master Plan. Information about the planning process and a final draft of the plan can be found at:
http://www.adcogov.org/ccplan.
Adams County requests that comments be provided by June 4.

Shannon
McDowell
Open Space Program Manager, Parks
and Open Space
ADAMS COUNTY,
COLORADO
9755 Henderson Road

Brighton, CO
80601
303.637.8039 |
smcdowell@adcogov.org

www.adcogov.org

Exhibit 5.2 Referral Agency Comments and Staff Responses

Organization	Comment	Alteration Needed?	Staff Response
Tri-County Health Department	Addressing water quality is critical to ensuring that the creek water is safe and healthy for human and animal exposure. As you know, TCHD plays a role in monitoring and advising on environmental health issues such as water quality in Adams County. TCHD commends the applicant for noting the creek contamination issues, however, the presence of water quality issues may pose a challenge to achieving some of the objectives defined in the Plan. TCHD is very interested in working with Adams County to explore strategies to address health and safety while working toward the desired vision for the corridor. Specifically, TCHD recommends that the County more prominently call out the importance of addressing water quality as a primary objective in this plan.	N	The Clear Creek Corridor Master Plan was intended to address recreation needs along the corridor while taking other infrastructure (stormwater facilities, utilities, flood control facilities, etc.) into account. This is the first time the connection between recreation and water quality has been made in an Adams County Comprehensive Plan document. We hope establishing this connection will forge future partnerships that benefit both recreation and water quality.
	As stated on page 32 at the end of the first section, the Clear Creek Corridor is considered a nonattainment for recreational use. TCHD recommends making more prominent the need to address water quality before recreational use objectives may be achieved. This recommendation will help to elevate the importance of the water quality strategies in the plan as a component to achieving the full vision articulated in this plan.	N	The Clear Creek Corridor Master Plan was intended to address recreation needs along the corridor while taking other infrastructure (stormwater facilities, utilities, flood control facilities, etc.) into account. This is the first time the connection between recreation and water quality has been made in an Adams County Comprehensive Plan document. We hope establishing this connection will forge future partnerships that benefit both recreation and water quality.

Exhibit 5.2 Referral Agency Comments and Staff Responses

Organization	Comment	Alteration Needed?	Staff Response
	Pg. 47: TCHD commends the applicant for including an objective for water quality planning areas, well-draining and erosion control measures to improve water quality.	N	Noted.
	Appendix pg. 10-11 Clear Creek Water quality Report: TCHD commends the Plan for including the Clear Creek Water Quality Report that demonstrates the water quality issues of the Creek. TCHD recommends separating the tables on separate pages for improved legibility.	N	The Clear Creek Water Quality Report was created by a partner agency. The report can be provided in a larger printed format upon request.
	Appendix pg. 12-13: TCHD commends the Plan for including excerpts from the Integrated Water Quality Monitoring and Assessment Report of 2016 from the Colorado Water Quality Control Division.	N	Noted.
	Tobacco use is a leading cause of preventable death in the United States. Smoking and tobacco use can cause many kinds of cancer, heart disease, stroke, and lung disease. Exposure to second-hand smoke also increases the risk of tobacco-related diseases. Smoke-free zone policies encourage smokers to quit, discourage non-smokers and youth from starting, reduce exposure to second-hand smoke, and reduce litter associated with smoking (i.e. cigarette and cigar butts, cigarette and cigar packaging, lighters and matches). TCHD recommends that the Clear Creek Master Plan adopt a smoke-free policy for the corridor and connecting public parks. For more information on smoke-free policies, please contact TCHD's Chronic Disease Prevention Program at (720) 200-1660 or visit	N	A recommendation such as this was not included in the scope of the master plan project. This will be noted for future consideration.

Exhibit 5.2 Referral Agency Comments and Staff Responses

Organization	Comment	Alteration Needed?	Staff Response
	http://www.tchd.org/275/Tobacco-Prevention.		
	Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans like this Clear Creek Master Plan that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.	N	Noted.
	Trail Connections: The plan provides language to support increased access to the trails, but specific language about providing equitable access for all users would be advantageous.	N	Noted.
	TCHD commends the applicant for addressing the mental, physical, and social health benefits of trail improvements including connectivity, safety, recreation factors.	N	Noted.
	Pg. 2: Paragraph 2 includes the word "interests" but it is spelled wrong.	Y	Edit made (Page 2)
	Pg. 4: The second bullet of Zone 1 Observation indicates potential partnership opportunities with CO Fish and Wildlife. This should read "CO Parks and Wildlife."	Y	Edit made (Page 4)
	Pg. 5: Paragraph 3 includes the work "private" but it is spelled wrong.	Y	Edit made (Page 5)

Exhibit 5.2 Referral Agency Comments and Staff Responses

Organization	Comment	Alteration Needed?	Staff Response
	Pgs. 10-13: The pie charts are difficult to read with so many options. It is suggested that the information be displayed in a chart or table that outlines the top preferences.	N	The plan is designed to be printed on ledger (11"x17") paper, which makes the charts easier to read.
	Pg. 26: The Federal Boulevard Framework Plan and Health Impact Assessment (2015) indicates a need for better connections to the trail from Federal Boulevard. TCHD commends the plan for its connectivity recommendations, particularly connections from Federal Blvd.	N	Noted.
	Chapter 5: TCHD commends the plan for addressing activities to promote physical activity and a sense of community such as designated bird-watching areas, play area, and outdoor learning areas. Given water quality concerns, however, TCHD recommends water recreation opportunities are removed from this plan.	N	The plan is meant to be a long-term vision for the corridor. A wide variety of recreational opportunities are proposed throughout the corridor. The water recreation opportunities will remain part of the recreational vision for the corridor, helping stress the importance of improving water quality in the corridor.
	Appendix pg. 2: TCHD commends the plan for including safety elements such as lighting along trails and underpasses.	N	Noted.
	Appendix pg. 2: TCHD commends the plan for increasing wayfinding signage at the trailheads.	N	Noted.
	Appendix pg. 2: A recommendation for inclusion under the category for "Basic Needs" could include the addition of shaded seating along trail.	N	Noted.

Exhibit 5.2 Referral Agency Comments and Staff Responses

Organization	Comment	Alteration Needed?	Staff Response
	Appendix pg. 3: TCHD commends the plan for its wayfinding improvements to the trail and connecting parks and open space.	N	Noted.
	Appendix pg. 3: TCHD commends the plan for its inclusion of bicycle infrastructure, specifically the dedicated on-street bicycle lane.	N	Noted.
Colorado Parks and Wildlife	The wetlands in this area are of relatively high habitat quality. There is a diverse composition of grasses and grass-like species along the banks, as well as a healthy native tree and shrub gallery. The sandy bottom of the creek allows a high degree of sinuosity. Additionally, many people utilize this corridor at various points for recreation purposes. Maintaining natural waterways in urbanized areas allows people the opportunity to be exposed to nature and to be able to view wildlife in local areas. Development and constriction of urban streams has the potential to both displace wildlife, and to discourage environmental education.	N	Noted. These aspects of Clear Creek motivated recommendations in the plan relating to maintaining and improving the vegetation and habitat in the corridor.
	If any noxious weeds are found at any point along the Clear Creek Corridor at any point during any proposed construction, CPW asks that any noxious weeds and trees be replaced on a 1:1 ratio with native trees, shrubs and seed mix.	N	This recommendation will be taken under consideration as construction projects commence.
	If at any time heavy equipment previously used in another stream, river, lake, reservoir, pond or wetland is used in the corridor, one of the following disinfection practices is necessary prior to construction to prevent the spread of New Zealand mud snails, zebra mussels,	N	This recommendation will be taken under consideration as construction projects commence.

Exhibit 5.2 Referral Agency Comments and Staff Responses

Organization	Comment	Alteration Needed?	Staff Response
	quagga mussels, whirling disease, and any other aquatic invasive species into this drainage. These practices are also necessary after project completion, prior to this equipment being used in another stream, river, lake, reservoir, pond, or wetland: • Remove all mud, plants, debris from equipment (tracks, turrets, buckets, drags, teeth, etc.) and spray/soak equipment in a 1:15 solution of Quat 4 or Super HDQ Neutral institutional cleaner and water. Keep equipment moist for at least 10 minutes **OR** • Remove all mud, plants and debris from equipment (tracks, turrets, buckets, drags, teeth, etc.) and spray/soak equipment with water greater than 140 degrees F for at least 10 minutes. • Clean hand tools, boots, and any other equipment that will be used in the water with one of the above options as well. • Do not move water from one water body to another. • Be sure equipment is dry before use.		
	CPW would expect to find various mammals, ranging from small ground-dwelling mammals to the occasional large ungulate, passerine birds, waterfowl, birds of prey, reptiles, amphibians, and various fish and aquatic invertebrates throughout significant portions of the proposed study area of the Clear Creek corridor.	N	Noted. The Clear Creek Corridor Master Plan suggests development guidelines that include providing foodsource plantings for the variety of wildlife in the corridor.
	As Clear Creek can be an important resource for various forms of wildlife, CPW recommends that	N	Adams County Parks and Open Space has a noxious weed division

Exhibit 5.2 Referral Agency Comments and Staff Responses

Organization	Comment	Alteration Needed?	Staff Response
	intrusion into riparian areas be minimized. Riparian areas are sensitive to environmental changes and are beneficial in not only helping improve water quality but also provide vital nesting and foraging habitat for various waterfowl species, cranes, passerine birds, birds of prey, semi-aquatic mammals, small ground dwelling mammals, reptiles, amphibians, and fish. Improving the riparian areas through replacing any invasive species with native trees, grasses and shrubs will increase the usefulness of the habitat to the species that utilize the Clear Creek corridor.		that actively works to eradicate noxious weeds throughout the county, but particularly along waterways including Clear Creek. We appreciate the connection between vegetation and wildlife and will continue to work on improving habitat throughout the corridor.
	CPW also recommends that any cottonwoods be evaluated to determine if it is truly necessary to be removed. Cottonwoods can prove to be useful beyond their normal lifespan as several bird species and mammalian species utilize cavities in dead cottonwood trees as nesting areas. CPW does recognize that public safety and well-being takes priority over wildlife.	N	Noted.
	Clear Creek is a migration corridor for mule deer, white-tailed deer, great blue herons and other species. CPW recommends that a vegetated buffer remains in place to not only maintain that migration corridor for wildlife but to also aid in flood mitigation. The proposed vegetative buffers will provide a temporary refuge for migrating wildlife, forage and also nesting locations.	N	Once implemented, the development guidelines proposed in the Clear Creek Corridor Master Plan (pages 42-47) will provide for a vegetated buffer that serves the stated purposes.
	If any raptor nests are found along the Clear Creek corridor during development, CPW recommends that the developer adhere to the Recommended Buffer	N	This recommendation will be taken under consideration as construction projects commence.

Exhibit 5.2 Referral Agency Comments and Staff Responses

Organization	Comment	Alteration Needed?	Staff Response
	Zones and Seasonal Restriction Guidelines. These guidelines are designed to minimize nest abandonment while allowing for potential development to continue. There are specific guidelines for each major raptor species. Some parts of the Clear Creek corridor that are proposed to be developed may be foraging areas for birds of prey. Development of these sites may result in nest abandonment due to a significant reduction in available forage. A copy of the Recommended Buffer Zones may be obtained from District Wildlife Manager Jordan Likes, visiting the CPW website at http://cpw.state.co.us or by calling the CPW Northeast Region Office at (303) 291-7227.		
	If prairie dog towns are present on the sites or if prairie dogs establish themselves on the property prior to development - CPW recommends that a burrowing owl survey be conducted prior to earth moving. Burrowing owls live on flat, treeless land with short vegetation, and nest underground in burrows dug by prairie dogs, badgers, and foxes. These raptors are classified as a state threatened species and are protected at both the state and federal level, including the Migratory Bird Treaty Act. These laws prohibit the killing of burrowing owls or disturbance of their nests. Therefore, if any earth-moving will occur between March 1st and October 31st, a burrowing owl survey should be performed. Guidelines for performing a burrowing owl survey may be obtained from District Wildlife Manager Jordan Likes, visiting the CPW	N	This recommendation will be taken under consideration as construction projects commence.

Exhibit 5.2 Referral Agency Comments and Staff Responses

Organization	Comment	Alteration Needed?	Staff Response
	website at http://cpw.state.co.us or by calling the CPW Northeast Region Office at (303) 291-7227.		
	CPW recommends that a buffer zone extend at least 150 ft. from each side of the riparian area. Visual and audio buffers should be either maintained with existing vegetation or enhanced with native plants to protect the viability of riparian habitat. Any re-vegetation planned for the riparian area should allow for regeneration of shrubby undergrowth, including willow and cottonwood. When planning trails in the development area, planners should take into consideration the impact trails have on wildlife in the area. Trails down to Clear Creek should not cut through the riparian area but should remain at least 50 ft. from them, should be placed on the edges of open spaces, and should be no wider than 8 feet throughout the entire length. Any trails that cross Clear Creek should be cross at a 90 degree angle in order to minimize impacts to Clear Creek.	N	Once implemented, the development guidelines proposed in the Clear Creek Corridor Master Plan (pages 42-47) will provide for a vegetated buffer that serves the stated purposes.
	Trails will further habitat fragmentation. The creation of social trails will compound the impacts and further degrade the quality of wildlife habitat in the vicinity. Monitoring for these social trails and implementing steps for the immediate cessation of use, and restoration is recommended.	N	The Clear Creek Corridor Plan proposes to create more points for trail users to access the water in Clear Creek. We anticipate that creating additional developed access points will reduce the number of social trails and access points that exist in the corridor.
	The presence of dogs in this area will increase the impacts to local wildlife. As this area provides habitat	N	A dog park that included access to Clear Creek was desired by the

Exhibit 5.2 Referral Agency Comments and Staff Responses

Organization	Comment	Alteration Needed?	Staff Response
	and foraging areas for numerous wildlife, additional restrictions on trail usage to exclude dogs could be considered. If dogs are allowed on the trail, users should be encouraged to take proper precautions to prevent unnecessary impacts and conflicts with wildlife by following pet leash laws. Fragmentation of wildlife habitat will continue to impede movement and foraging use for many species. Therefore, Adams County is encouraged to establish and protect contiguous open space parcels, free of human disturbance, in order to benefit local wildlife and help ensure their presence into the future.		public. For the reasons stated by CPW, this feature was not incorporated into the final plan. The rules and regulations currently in place require all dogs to be on leash.

Exhibit 6.1

Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name:	Clear Creek Corridor Plan
Case Number:	PLN2018-00015

May 14, 2018

Adams County Planning Commission is requesting comments on the following request:

Amendment to the Comprehensive Plan to adopt the Clear Creek Corridor Master Plan. The Clear Creek Corridor Master Plan studies the trail corridor along Clear Creek and makes recommendations related to recreation, wildlife habitat, water quality, and the interface with privately owned properties throughout the corridor.

This request is located at **Approximately 7 miles along Clear Creek Corridor**

Applicant Information **Adams County Parks And Open Space Department (Shannon McDowell)**
4430 S. Adams County Pkwy
Brighton, CO 80601

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216. (303) 637-8039 by **June 4, 2018** 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 smcdowell@adcogov.org.

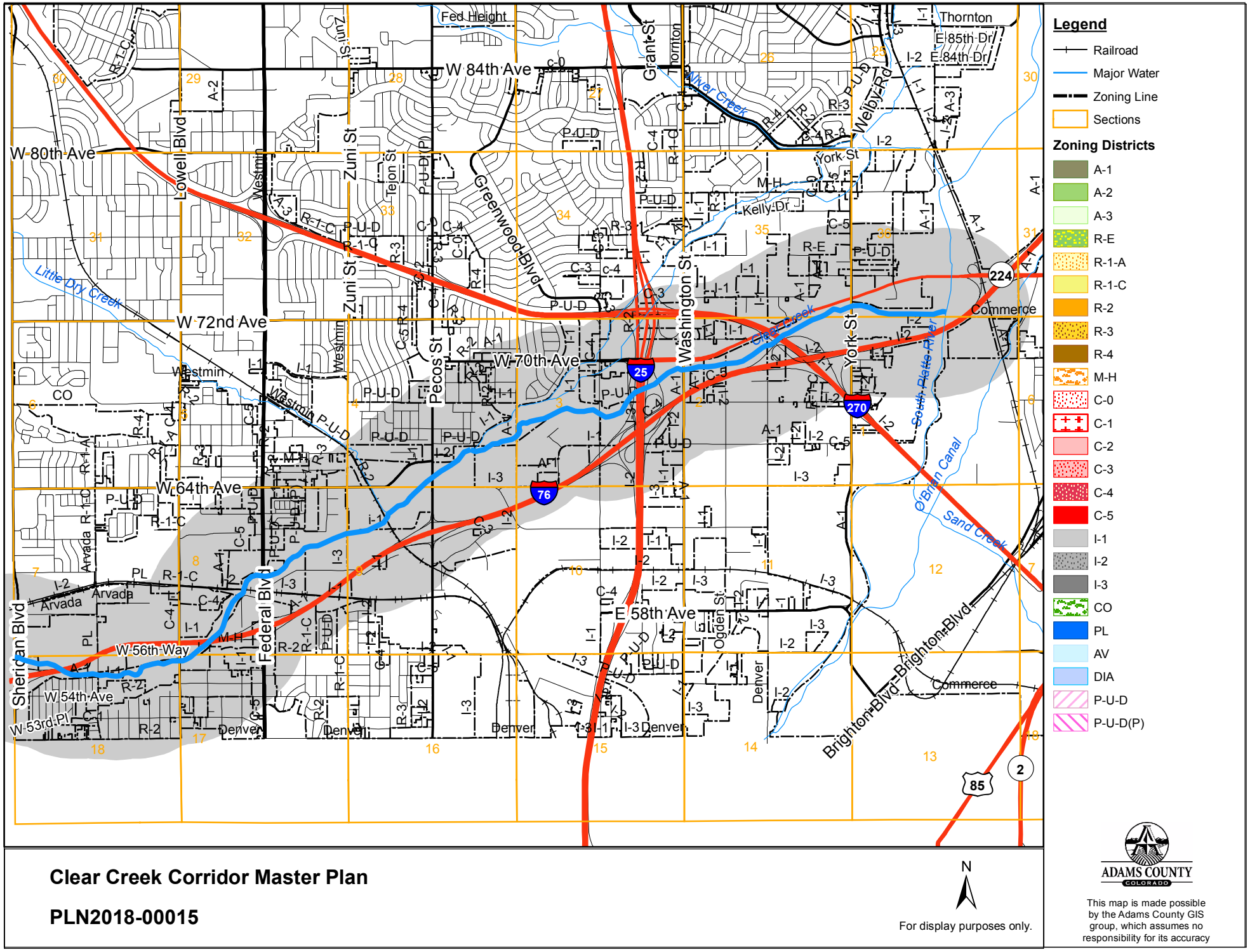
Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Shannon McDowell
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry — DISTRICT 1
Charles "Chaz" Tedesco — DISTRICT 2
Erik Hansen — DISTRICT 3
Steve O'Dorisio — DISTRICT 4
Mary Hodge — DISTRICT 5



Clear Creek Corridor Master Plan

PLN2018-00015

N

For display purposes only.

ADAMS COUNTY COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

1 | PLANNING CLEAR CREEK - *WHY NOW?*

PLAN PURPOSE

Adams County is home to over seven miles of Clear Creek – one of the most historically significant and ecologically intact urban watersheds remaining in Colorado. The creek has been a resource for agriculture, industry, circulation and recreation for generations. Rapidly-changing development patterns have forever changed the face of Clear Creek throughout its history – first a pristine natural stream, then a heavily used industrial corridor, and in the future it has the potential to be an ecologically diverse recreational thoroughfare. The trail that runs along Clear Creek is part of the Rocky Mountain Greenway, a planned trail that connects three Denver-area National Wildlife Refuges with Rocky Mountain National Park, and the Peaks to Plains Trail, another trail that will eventually run along Clear Creek from the Eisenhower Tunnel to the South Platte River.

In 2012, Adams County created a new county-wide master plan for parks, recreation, and trails. The 2012 Adams County Open Space, Parks, and Trails Master Plan's recommendations focused on land acquisition and identifying missing trail segments. Connections to the Clear Creek trail at Tennyson Street, Lowell Boulevard, and Clay Street were identified in the 2012 plan. Preserving land along river corridors to protect floodplains and provide recreation opportunities was discussed but no direct correlation was made to Clear Creek. The 2012 plan also identified a need to locate infill park opportunities in the southwest corner of Adams County, near the Clear Creek trail. Little attention was given to the recreational opportunities along the existing trails systems, with the exception of a statement that the Clear Creek trail needs to be cleaned up and maintained.

In the years since the Open Space, Parks, and Trails Master Plan was created, citizens reported safety concerns throughout the corridor and safety issues necessitated the closure of an informal trailhead along Clear Creek. As Adams County worked to close the trailhead, it became clear that specific attention schould be paid to the entire Clear Creek corridor to ensure current issues could be addressed and future improvements were in line with the community's needs.

Results from Quality of Life surveys in 2012, 2014, and 2016 also demonstrated the importance of parks and recreation to Adams County's residents. In the 2014 and 2016 Quality of Life surveys, the open space, parks, and trails system was listed as the most important service Adams County provides for maintaining and improving the quality of life of its residents.

Growing development pressure in the southwest corner of Adams County further contributed to the need for a master plan for the Clear Creek trail corridor. New commuter rail stations at Sheridan, Federal, and Pecos will alter transportation patterns and could spur redevelopment of properties along the creek. The Clear Creek Corridor Plan provides guidance for improvements that will be necessary to accommodate increased trail users associated with the commuter rail stations and addresses the interface between the trail corridor and adjacent development.

The safety concerns raised by residents, the importance that citizens place on recreational amenities, and the increasing development pressure in the area around Clear Creek propelled Adams County to act to create a plan specific to Clear Creek. The Clear Creek Corridor Plan was meant to take a detailed look at the existing land and amenities along the creek and provide recommendations based on feedback from the community.

USE OF THIS REPORT

The Clear Creek Corridor Plan is an amendment and update to the 2012 Open Space, Parks, and Trails Master Plan as well as the Comprehensive Plan. The plan is meant to be used as a guide in making improvements along the corridor, providing additional amenities, and addressing how adjacent development interacts with the trail.

Addressing existing challenges

Currently, there are a number of challenges to safety, access and maintenance along the corridor, limiting use along the trail and in the surrounding open spaces. Adams County Parks and Open Space staff have worked to resolve many of these issues, but the need arose for a broad-reaching review of the concerns and a comprehensive solution strategy.

Coordinating current and upcoming projects

This plan has been prepared with extensive guidance from the Adams County Clear Creek Corridor Plan Technical Advisory Committee. This team provided insight from across many public-sector entities addressing the planning, engineering, programming and maintenance of the corridor. This Plan has been prepared with consideration for many ongoing and upcoming improvement efforts within Adams County, the Urban Drainage and Flood Control District, the Clear Creek Watershed Foundation, Regional Transportation District and a number of state wildlife programs with the goal of bridging these projects and strengthening each effort through collaboration.

Anticipating future development demands

Finally, planning and implementation strategies for Clear Creek have been refined through multiple workshopping efforts with Adams County Public Works and Adams County Community and Economic Development staff. This forward-thinking anticipation of the future of Clear Creek ensures the corridor will be enhanced by new growth and investment and celebrated as an asset for future development.

Exhibit 6.2 Newspaper Publication

PROOF OF PUBLICATION
BRIGHTON STANDARD BLADE
ADAMS COUNTY
STATE OF COLORADO

I, Beth Potter, do solemnly swear that I am the Publisher of the **Brighton Standard Blade** the same is a weekly newspaper printed and published in the County of Adams, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Adams for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **27th day of June 2018** the last on the **27th day of June 2018**

Publisher, Subscribed and sworn before me,
this **27th day of June, 2018**

Notary Public.

CYNTHIA MARIE FITCH
Notary Public
State of Colorado
Notary ID # 20174043179
My Commission Expires 10-17-2021

NOTICE OF PUBLIC HEARING FOR COMPREHENSIVE PLAN AMENDMENT

NOTICE IS HEREBY GIVEN, that an application has been filed by Adams County, Case #PLN2018-00015, requesting: Clear Creek Corridor Master Plan.

APPROXIMATE LOCATION: Clear Creek Corridor as defined in the Proposed Master Plan

NOTICE IS FURTHER GIVEN, that this application will be heard by the Adams County Planning Commission on the 12th day of July, 2018, at the hour of 6 pm in the Hearing Room of the Government Center, 4430 S. Adams County Pkwy, Brighton, CO 80601, 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 Government Center, 4430 S Adams County Pkwy, Brighton, CO 80601, on the 31st day of July, 2018, at the hour of 9:30 am, to consider the above request where and when any person may appear and be heard.

For more information, please go to http://www.adcogov.org/ccplan or contact Shannon McDowell at (303) 637-8039 or SMcDowell@adcogov.org.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
STAN MARTIN, CLERK AND
RECORDER OF THE BOARD

Published in the Commerce City Sentinel Express on June 26, 2018 and the Brighton Standard Blade june 27, 2018.

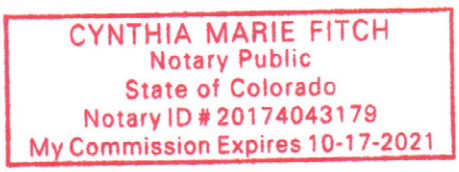
#180876

PROOF OF PUBLICATION
COMMERCE CITY SENTINEL EXPRESS
ADAMS COUNTY
STATE OF COLORADO

I, Beth Potter, do solemnly swear that I am the Publisher of the **Commerce City Sentinel Express** the same is a weekly newspaper printed and published in the County of Adams, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Adams for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **26th day of June 2018** the last on the **26th day of June 2018**

Publisher, Subscribed and sworn before me,
this **27th day of June 2018**

Notary Public.



NOTICE OF PUBLIC HEARING FOR COMPREHENSIVE PLAN AMENDMENT

NOTICE IS HEREBY GIVEN, that an application has been filed by Adams County, Case #PLN2018-00015, requesting: Clear Creek Corridor Master Plan.

APPROXIMATE LOCATION: Clear Creek Corridor as defined in the Proposed Master Plan

NOTICE IS FURTHER GIVEN, that this application will be heard by the Adams County Planning Commission on the 12th day of July, 2018, at the hour of 6 pm in the Hearing Room of the Government Center, 4430 S. Adams County Pkwy, Brighton, CO 80601, 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 Government Center, 4430 S Adams County Pkwy, Brighton, CO 80601, on the 31st day of July, 2018, at the hour of 9:30 am, to consider the above request where and when any person may appear and be heard.

For more information, please go to http://www.adcogov.org/ccplan or contact Shannon McDowell at (303) 637-8039 or SMcDowell@adcogov.org.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
STAN MARTIN, CLERK AND
RECORDER OF THE BOARD

Published in the Commerce City Sentinel Express on June 26, 2018 and the Brighton Standard Blade june 27, 2018.

#180876

PUBLISHER'S AFFIDAVIT

STATE OF COLORADO)SS

COUNTY OF ADAMS

I, Douglas Claussen, Publisher & Editor, or

_____,

designated agent of the **Eastern Colorado News**, a weekly newspaper, printed and published in the **County of Adams** and **State of Colorado**, do hereby certify that the foregoing notice was published in said newspaper, published in the regular and entire issue of said newspaper, once each week for One successive weeks; that the first publication of said notice was in the issue of said newspaper date:

6/29/18

and the last publication of said notice was in the issue of said newspaper date:

6/29/18

and that copies of each number of said paper in which said notice and/or list(s) were published , and delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to the accustomed mode of business in this office.

Michelle Folks

Agent Publisher/Editor

The above certificate of publication was subscribed and affirmed to before me, a Notary Public, to be the identical person described in the above certificate, on the 6th day of July, 2018

Notary Public

1-11-2019

(My Commission Expires — Date)

SHEILA HAGGERTY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074001487
My Commission Expires Jan. 11, 2019

PUBLICATION REQUEST
COMPREHENSIVE PLAN AMENDMENT: 2018 CLEAR CREEK CORRIDOR MASTER PLAN

Case Number PLN2018-00015
REVISED Planning Commission Hearing Date: July 12, 2018, 6pm
REVISED Board of County Commissioners Hearing Date: July 31, 2018, 9:30am

Request: CLEAR CREEK CORRIDOR MASTER PLAN
Location: ADAMS COUNTY
Case Manager: SHANNON MCDOWELL
Applicant: ADAMS COUNTY PARKS AND OPEN SPACE DEPARTMENT
4430 S ADAMS COUNTY PKWY, W2000
BRIGHTON, CO 80601
Owner: ADAMS COUNTY
4430 S ADAMS COUNTY PKWY, W2000
BRIGHTON, CO 80601
Legal Description: Clear Creek Corridor as defined in the Proposed Master Plan

Legal #2121
Publish in the Eastern Colorado News Friday, June 29, 2018

Exhibit 6.3 Referral Mailing List

DATE UPDATED
05/31/2018

FIRST	LAST	EMAIL	PHONE	SURVEY #1 ?	PUBLIC MTG #1?	PUBLIC MTG #3?	ADDED BY
Robert	Ahr	wapitie2@comcast.net		✓	✓		MJS - 03/20/17
Madeline	Alanko	Malanko89@gmail.com		✓			MJS - 03/20/17
Jaime	Alvarez	vitelloni09@gmail.com		✓			MJS - 03/20/17
Brian	Anderson	banderson003@regis.edu	3034584202			✓	MJS - 06/27/17
Adonia	Arteaga	aarteaga@magonacademy.org	7204607313	✓			MJS - 03/20/17
Laura	Avila	Lia.8898.10@gmail.com		✓			MJS - 03/20/17
Chad	Bakeman	cgbakeman@msn.com		✓			MJS - 03/20/17
Lisa	Bakeman	lisabakeman@msn.com		✓			MJS - 03/20/17
Terry	Barnhart	tbarnhart@hylandhills.org			✓		MJS - 03/20/17
Drew	Beck	drewjbeck@gmail.com	303-803-7308	✓			MJS - 03/20/17
Rich	Beesley	dink121@q.com	303-424-0079	✓			MJS - 03/20/17
Danielle	Bell	bell.daniellem@gmail.com		✓			MJS - 03/20/17
Bev	Bishop	babishop@msn.com	3034281945	✓	✓	✓	MJS - 03/20/17
Ben	Blanchard	ben.w.blanchard@gmail.com	7202612903	✓			MJS - 03/20/17
Lindsey	Bratton	brianb.lindseys@gmail.com		✓			MJS - 03/20/17
Don	Bray	don_bray@copper.net		✓			MJS - 03/20/17
Don	Breithaupt	dkbmail@comcast.net	303-810-9083	✓			MJS - 03/20/17
Steve	Bridges	skbridges69@msn.com		✓			MJS - 03/20/17
Leslie	Britton	leslie.kramer.britton@gmail.com		✓			MJS - 03/20/17
Emma	Burbach		3034290862			✓	MJS - 06/27/17
Josh	C.	jcorn5@hotmail.com		✓			MJS - 03/20/17
Jenny	Calabrese	wendylt@comcast.net	3039616608			✓	MJS - 06/27/17
Bevin	Carithers	coloskier28@yahoo.com	7203205494	✓	✓		MJS - 03/20/17
Doug	Chase		7204092154			✓	MJS - 06/27/17
Julie	Chavez	jewel3@mail.com	3039108071			✓	MJS - 06/27/17
Craig	Cichosz	dblcden@gmail.com		✓			MJS - 03/20/17
Miranda	Clark	mirandaclarkco@gmail.com		✓			MJS - 03/20/17
Ryan	Clark	Rcdesigns@icloud.com	7203086953	✓			MJS - 03/20/17
Betsy	Clark	betsy@sbclarkinc.com				✓	MJS - 06/27/17
Steve	Clark					✓	MJS - 06/27/17
James G.	Claxton	claxtons@comcast.net	3039892011	✓			MJS - 03/20/17
Shelley	Cook	srvcook@gmail.com	2105959679	✓	✓		MJS - 03/20/17
Ron	Cooper	ronc432@gmail.com	7204342848	✓			MJS - 03/20/17
Krista Pace	Copeland	kristacopeland@comcast.net			✓	✓	MJS - 03/20/17
David	Cordova		3034894498			✓	MJS - 06/27/17
Maria	Coronado	mary32coronado@gmaill.com			✓		MJS - 03/20/17

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FIRST	LAST	EMAIL	PHONE	SURVEY #1 ?	PUBLIC MTG #1?	PUBLIC MTG #3?	ADDED BY
Charles	Cown	ccown@comcast.net		✓		✓	MJS - 03/20/17
Emily	Cripps	Emilyannecripps@gmail.com	5038128835	✓			MJS - 03/20/17
Doug	Cuillard	denzudo@msn.com	3034299323	✓			MJS - 03/20/17
Bert	Cutshall		303-912-5361	✓			MJS - 03/20/17
Matthew	Daly	mdaly@regis.edu	1.7209E+10	✓			MJS - 03/20/17
Richard and Naomi	Dekker	Naomi.Dekker@gmail.com		✓	✓		MJS - 03/20/17
Robert	Deschambault	robdn21st@gmail.com		✓			MJS - 03/20/17
William	Detweiler	williamrdetweiler@gmail.com	720-937-0153	✓			MJS - 03/20/17
Dennis	Doerr	traditionaldoerr@gmail.com		✓			MJS - 03/20/17
Sue	Dolquist	Suedolquist.thg@gmail.com		✓			MJS - 03/20/17
Frank	Doyle	frankd1999@gmail.com	7203331999			✓	MJS - 06/27/17
Bob and Jeannie	Evans		3034280862			✓	MJS - 06/27/17
Ryan	Evans	Rxevans12@gmail.com	7203131724	✓			MJS - 03/20/17
Ryan	Falck				✓		MJS - 03/20/17
Ryan	Falor	aerofalor@gmail.com		✓			MJS - 03/20/17
Tess	Falor	tessrose@gmail.com			✓		MJS - 03/20/17
Jeff	Ferrara	Jeffrey.ferrara@gmail.com		✓			MJS - 03/20/17
Clark	Fisher	mfishing1981@gmail.com				✓	MJS - 06/27/17
Katelyn	Fisher	katelyn.jackson@gmail.com				✓	MJS - 06/27/17
Mary	Flenk	mary.flenk@hotmail.com	3038816479			✓	MJS - 06/27/17
Karl	Ford	earthford@aol.com	3039569504	✓	✓		MJS - 03/20/17
Joe	Fortunato	jmfortunatoco@gmail.com	303-263-7204	✓		✓	MJS - 03/20/17
Norma	Frank	nfrank@coloradolighting.com					MJS - 03/22/17
Ben	Frei	bfrei@albertfreiandsons.com	3039136532			✓	MJS - 06/27/17
Daniel L.	Fries	nefarmer100@yahoo.com	720-857-9801	✓			MJS - 03/20/17
Andrew	Fruge	andrew.fruge78@gmail.com		✓			MJS - 03/20/17
Sherry	Geck	sgeck61626@hotmail.com	7202186886	✓			MJS - 03/20/17
Manuel	Gamel					✓	MJS - 06/27/17
Rebecca	Gillogly	oubobcatsinaz@yahoo.com	6238109790	✓			MJS - 03/20/17
Bridgette	Gilmer	BridgetteJGilmer@gmail.com	7202523890	✓			MJS - 03/20/17
Erma	Grise	grises@aol.com	3034291279			✓	MJS - 06/27/17
Katie	Godfrey	mkgodfrey@hotmail.com	970-231-2945	✓			MJS - 03/20/17
Brennan	Hannon	brennanpoz@gmail.com	720-507-5616	✓			MJS - 03/20/17
Robin	Hannon	pearlysmom@yahoo.com	7203655898	✓	✓	✓	MJS - 03/20/17
Brian	Hannon				✓	✓	MJS - 03/20/17
Alex	Hanson	ajhanson2143@gmail.com	729-939-1043	✓			MJS - 03/20/17
Jay	Henke	henkejay32@gmail.com		✓			MJS - 03/20/17

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FIRST	LAST	EMAIL	PHONE	SURVEY #1 ?	PUBLIC MTG #1?	PUBLIC MTG #3?	ADDED BY
Dennis	Henry	dennis@clickpointranch.com		✓			MJS - 03/20/17
Ed	Hickel	edhickel@q.com			✓	✓	MJS - 03/20/17
Robert	Holford	r_n_h@usa.com	303-427-4183	✓			MJS - 03/20/17
David	Howlett	david@capitolrepresentatives.com			✓	✓	MJS - 03/20/17
Sarah	Humble	Sarahhumble@aol.com		✓			MJS - 03/20/17
Lauren	Hunter	lauren3hunter@gmail.com		✓			MJS - 03/20/17
Brian	Jewell	bjewell2165@gmail.com	512-921-6264	✓			MJS - 03/20/17
Erin	Johnson	erinljohnson515@yahoo.com		✓			MJS - 03/20/17
Joe	Kafka	joe.kafka@yahoo.com	7206128017	✓			MJS - 03/20/17
Michael	Kaiser	mkaiser@adcogov.org			✓		MJS - 03/20/17
Anna	Kellogg	annajkellogg@yahoo.com				✓	MJS - 06/27/17
Dana	Kester	Pebbles992@aol.com	3039469763	✓	✓		MJS - 03/20/17
Diane	Kielty	dkielty3@msn.com	303-916-4645		✓		MJS - 03/20/17
Greg	Knerl	greg_knerl@yahoo.com	303-465-4517	✓	✓	✓	MJS - 03/20/17
Nancy	Knerl		303-427-3801	✓	✓	✓	MJS - 03/20/17
Patrick	Knight	patrick.knight3717@gmail.com		✓			MJS - 03/20/17
Majken	Koczara	Koczara@me.com	4252416393	✓			MJS - 03/20/17
Sherry B.	Lawson	bellelaw@comcast.net	303-287-1196	✓			MJS - 03/20/17
Mike	Lee	mike-l@arvada.org			✓		MJS - 03/20/17
Bill	Lembke	Colorado127@yahoo.com		✓			MJS - 03/20/17
Jordan	Likes	jordan.likes@state.co.us	3032917135	✓			MJS - 03/20/17
Sue	Lloyd	suenshasta@yahoo.com	3032634967	✓			MJS - 03/20/17
James	Long	jnslong945@msn.com	303-452-6087	✓	✓	✓	MJS - 03/20/17
Robert	Love	loverobert90@gmail.com		✓			MJS - 03/20/17
Jeff	Lubbert	coindigr@hotmail.com		✓			MJS - 03/20/17
Sheila	Lynch	slynch@tchd.org			✓	✓	MJS - 03/20/17
Ross	Maenius	ross.maenius@gmail.com		✓			MJS - 03/20/17
Bobby	Manning		303-420-8830	✓	✓		MJS - 03/20/17
Amos	Mason	atm112287@yahoo.com			✓		MJS - 03/20/17
Noah	Mason	noahma3@outlook.com	3034755112	✓			MJS - 03/20/17
Wendy	McBride	wendyomcbride@gmail.com	720.291.1900	✓			MJS - 03/20/17
Frances	McClure		7206307984			✓	MJS - 06/27/17
Charlene L	McCune	lillymc@comcast.net	7204218816	✓			MJS - 03/20/17
Tracey	McGinnis	rockandgrizz@gmail.com	719-568-4539	✓			MJS - 03/20/17
Ann	Merkel	E_merkel@msn.com	3034296220	✓		✓	MJS - 03/20/17
Shannon	Miller	Ashmegzac@yahoo.com	720 280-2888	✓			MJS - 03/20/17
Krystal	Miller	krystalpedersen@hotmail.com	1.3039E+10	✓			MJS - 03/20/17

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FIRST	LAST	EMAIL	PHONE	SURVEY #1 ?	PUBLIC MTG #1?	PUBLIC MTG #3?	ADDED BY
Megan	Mitchell	mmitchell@denverpost.com	3039098463			✓	MJS - 06/27/17
Tom	Moe	tmoe303@yahoo.com	3038865422	✓	✓		MJS - 03/20/17
Kristin	Mott	k@kmott.com	7205458500	✓			MJS - 03/20/17
Kathy	Mullin	Mullin.kathy@gmail.com		✓			MJS - 03/20/17
Roberta	Muniz	Robertamuniz@msn.com	7202709703	✓			MJS - 03/20/17
Charlie	Myers	myers4050@gmail.com	3034248685	✓	✓		MJS - 03/20/17
Russell	Nelson	rnelson@adcogov.org	720-523-6966	✓			MJS - 03/20/17
Chris	Ness	cness@adcogov.org			✓		MJS - 03/20/17
Trevor	Neuman	Polekaat@aol.com	3036212052	✓			MJS - 03/20/17
Thach	Nguyen	thachbn2@gmail.com	3153967117	✓			MJS - 03/20/17
Gina M	Obmaces	ginaobmaces@gmail.com	3125331030	✓			MJS - 03/20/17
Robin	O'Dorisio	robinodorisio@gmail.com			✓	✓	MJS - 03/20/17
Steve	O'Dorisio	sodorisio@adcogov.org			✓	✓	MJS - 03/20/17
Amanda	Overton	aoverton@adcogov.org			✓		MJS - 03/20/17
Steve	Overton	overtonsw@aol.com		✓			MJS - 03/20/17
Richard	Pabon	richard.a.pabon@gmail.com	3036509659			✓	MJS - 06/27/17
Carolina	Padilla	padilita@yahoo.com					MJS - 03/22/17
Ally	Parrish	aparrish025@gmail.com		✓			MJS - 03/20/17
Abraham	Patino	misterflacoman@hotmail.com		✓			MJS - 03/20/17
Marc	Pedrucci	mpedrucci@adcogov.org			✓		MJS - 03/20/17
Collin	Peters	cvp145@gmail.com	3035225997	✓			MJS - 03/20/17
Kristin	Petty	kpetty2412@gmail.com		✓	✓		MJS - 03/20/17
Erik	Pfeif	erik.pfeif@gmail.com		✓			MJS - 03/20/17
Robert	Pickering	attnbob@me.com			✓	✓	MJS - 03/20/17
Kellie	Powell		720.314-9078	✓			MJS - 03/20/17
Christina	Presley	Ratt2703@gmail.com		✓			MJS - 03/20/17
Marge	Price	marge@capitolrepresentatives.com			✓	✓	MJS - 03/20/17
Kathryn	Pringle	Kathryn.e.pringle@gmail.com		✓			MJS - 03/20/17
Micah	Puett	micah.puett@gmail.com	(720) 276-298	✓			MJS - 03/20/17
S	Quinlan	sarahquinlan85@gmail.com	303-484-9656	✓			MJS - 03/20/17
Vienna	Ramirez	ViennaR28@gmail.com	3037488715	✓			MJS - 03/20/17
Mark	Reinking	reinkingmf@gmail.com		✓			MJS - 03/20/17
Jon	Riedl	jonriedl@msn.com	3039124662	✓			MJS - 03/20/17
Mary ann	Rini	maryannrini@gmail.com	216 773 5510	✓			MJS - 03/20/17
Natalie	Riquelme	natalie.r.riquelme@gmail.com			✓		MJS - 03/20/17
Harvey	Robeck	hdrobeck@msn.com	3038869425			✓	MJS - 06/27/17
Jack D	Robinson	robinson@sprlaw.net	3038307090	✓			MJS - 03/20/17

Exhibit 6.3 Referral Mailing List

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FIRST	LAST	EMAIL	PHONE	SURVEY #1 ?	PUBLIC MTG #1?	PUBLIC MTG #3?	ADDED BY
Chris	Ruby	Chris.ruby@staples.com	3035968597	✓			MJS - 03/20/17
Gloria	Rudden	seminoegrandma@gmail.com	303-433-7653	✓	✓	✓	MJS - 03/20/17
Wendy	Rudden-Carter	ruddenwendy@gmail.com			✓	✓	MJS - 03/20/17
David	Sauer	sauerd@mapleton.us	3038531787	✓	✓		MJS - 03/20/17
Kendall	Schauermann	kendall.schauermann@gmail.com		✓			MJS - 03/20/17
Tim	Schneberger	timschneberger@gmail.com	770/355-1677	✓			MJS - 03/20/17
Wayne	Schomaker	wschomaker@hotmail.com		✓			MJS - 03/20/17
Mollie	Siebert	Molliecobrien@gmail.com		✓			MJS - 03/20/17
Charlie	Siebert	siebert.charlie@gmail.com	303-885-3867	✓			MJS - 03/20/17
Martin	Sittnick	MRMSColorado@gmail.com	720-381-3044	✓			MJS - 03/20/17
Pam	Smith	panythink@gmail.com		✓			MJS - 03/20/17
Philip	Smith	philips@cybox.com	3035549275	✓			MJS - 03/20/17
Dave	Snyder	accurateas@msn.com	303-707-0697	✓			MJS - 03/20/17
Byron	Spears	spears.byron@gmail.com		✓			MJS - 03/20/17
Amanda	Stone	Amanda.g.stone@gmail.com	6086300555	✓			MJS - 03/20/17
Lester R	Strasbaugh	lesnjudy@q.com	(303) 421-024	✓	✓		MJS - 03/20/17
Sandy	Sunderland	ssunderland@acfpd.org			✓		MJS - 03/20/17
Stuart	Sunderland				✓		MJS - 03/20/17
Bob	Svenson	svenson_r@msn.com	3032895563			✓	MJS - 06/27/17
Peter	Taylor	pdtaylor34@gmail.com		✓			MJS - 03/20/17
Don and Joyce	Tiglas	joycetiglas@comcast.net	303-452-3326	✓			MJS - 03/20/17
Laura	Teter	lwteter@comcast.net				✓	MJS - 06/27/17
Arthur	Teter	alteter@comcast.net	3034305831			✓	MJS - 06/27/17
Jim	Towle	ThePoliticalArtist@GMail.com	3033698960	✓			MJS - 03/20/17
Aly	Ulibarri	aly.ulibarri@gmail.com		✓			MJS - 03/20/17
Imelda	Valenwak	estilistas.renovacion1@yahoo.com				✓	MJS - 06/27/17
Diane	Van Fossen	diane.vanfossen@cityofthornton.net		✓			MJS - 03/20/17
John	Vann	jvann@cityofwestminster.us			✓		MJS - 03/20/17
Thomas L	Ward	thomas.ward23@gmail.com		✓			MJS - 03/20/17
Rachel	Webster	rachelwebster@hotmail.com		✓			MJS - 03/20/17
Alicia	Wheeler	anw1978@gmail.com		✓			MJS - 03/20/17
Lena	Wheeler	Lena_wheeler@yahoo.com	209-996-7260	✓			MJS - 03/20/17
Sharon	Whitehair	sharonwhitehair@gmail.com			✓	✓	MJS - 03/20/17
Chris	Wilder	cwilder@acfpd.org			✓		MJS - 03/20/17
Rob	Wilkerson	Rwilkerson@bgtis.com	210-422-1591	✓			MJS - 03/20/17
Trish	Wilkerson	trishwilkerson14@aol.com	210-716-3855	✓			MJS - 03/20/17
Fred	Wilkins	icstars47@yahoo.com	720-304-0088	✓			MJS - 03/20/17

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FIRST	LAST	EMAIL	PHONE	SURVEY #1 ?	PUBLIC MTG #1?	PUBLIC MTG #3?	ADDED BY
Rick and Elisa	Willard	elisawillard@msn.com			✓		MJS - 03/20/17
Rick and Elisa	Willard	rickwillard62@gmail.com			✓		MJS - 03/20/17
Rachel	Williams	hercsma@aol.com		✓			MJS - 03/20/17
Deborah and Patric	Wilson	Padres01@msn.com	720-415-5445	✓			MJS - 03/20/17
Jon	Woods	jdefourneaux@gmail.com	817-891-4973	✓			MJS - 03/20/17
Daina	Woods	marcelinod303@yahoo.com	3035149566	✓			MJS - 03/20/17
Tori	Woods	toriheffington@yahoo.com	5124175460	✓			MJS - 03/20/17
Rebecca	Yaffe	reyaffe@gmail.com	3034821367	✓			MJS - 03/20/17
TANIA CERVANTE	YOUNG	taniajrc@Hotmail.com	3032492059	✓			MJS - 03/20/17
Frank	Zahn	goldbug66@comcast.net	303-730-0777	✓			MJS - 03/20/17
Scott	Ziegler	scottiezig@gmail.com		✓			MJS - 03/20/17
Matthew	Zielinski	msz@matthewzielinski.com	7168813131	✓		✓	MJS - 03/20/17
Axa		aksaule@gmail.com	7203860830	✓			MJS - 03/20/17
Alex		alex.danielle.sale@gmail.com		✓			MJS - 03/20/17
Caitlin		Caitlin.calden@gmail.com		✓			MJS - 03/20/17
Lena		Camiosyz@gmail.com		✓			MJS - 03/20/17
Eric		gill18ea@gmail.com	9703978005	✓			MJS - 03/20/17
Kelley		harpkw@yahoo.com		✓			MJS - 03/20/17
Jeff		jefehuston11@gmail.com	970 380 8930	✓			MJS - 03/20/17
Jaclyn		jrosania@email.arizona.edu		✓			MJS - 03/20/17
Kris		kcharland@msn.com		✓			MJS - 03/20/17
Kelsy		kelsyjanewood@gmail.com	3033593044	✓			MJS - 03/20/17
Lower Clear Creek and Colorado Agricultural		office@lowerclearcreekditch.com	720-556-5842	✓			MJS - 03/20/17
Richard		Rdhunt316@gmal.com	7202124095	✓			MJS - 03/20/17
Sara		sararose80033@yahoo.com	7207745318	✓			MJS - 03/20/17
Walter		wlnfoothills@gmail.com	303-517-1336	✓			MJS - 03/20/17

Exhibit 6.3 Referral Mailing List

DATE UPDATED
05/31/2018

FIRST	LAST	EMAIL	PHONE	SURVEY #1 ?	PUBLIC MTG #1?	PUBLIC MTG #3?	ADDED BY
Agency Contacts							
First	**Last**	**Email**	**Phone**	**Agency**			
Megan	Shiotani	megan@wenkla.com	720.669.3110	Wenk			
Nicole	Horst	nhorst@wenkla.com	720.669.3114	Wenk			
Bill	Wenk	bwenk@wenkla.com		Wenk			
Lisa	Zoeller	lisaz@zoellerconsultingllc.com	303.929.3848	Zoeller Consulting			
Rosa	Snyder	rosas@zoellerconsultingllc.com		Zoeller Consulting			
Deana	Swetlik	deana@entelechydesign.com		Entelechy Design			
Mary	Powell			Corvus Environmental			
Rick	McLaughlin	rick.mclaughlin@merrick.com		Merrick Engineering			
Benjamin	Nielsen	benjamin.nielsen@merrick.com		Merrick Engineering			
Shannon	McDowell	smcdowell@adcogov.org	303.637.8039	Adams County			
Nathan	Mosley	nmosley@adcogov.org	303.637.8006	Adams County			
Marc	Pedrucci	mpedrucci@adcogov.org	303.637.8014	Adams County			
Aaron	Clark	aclark@adcogov.org	303.637.8005	Adams County			
Renee	Petersen	rpetersen@adcogov.org	303.637.8072	Adams County			
Rachel	Bacono	rbacon@adcogov.org	720.523.6992	Adams County			
Rebecca	Zamora	rzamora@adcogov.org	720.523.6991	Adams County			
Kristin	Sullivan	ksullivan@adcogov.org	720.523.6857	Adams County			
Russ	Nelson	rnelson@adcogov.org	720.523.6966	Adams County			
Rene	Valdez	rvaldez@adcogov.org	720.523.6961	Adams County			
Juliana	Archuleta	jarchuleta@adcogov.org	720.523.6869	Adams County			
Dave	Skuodas	dskuodas@udfcd.org	303.455.6277	Urban Drainage			
David	Holm	jdavidholm@gmail.com	303.601.6320	Clear Creek Watershed Foundation			
Diane	Kielty	dkielty3@msn.com	303.916.4645	Clear Creek Watershed Foundation			
Joe	Padia	joe.padia@state.co.us	303.291.7132	Colorado Parks and Wildlife			
Terry	Barnhart	tbarnhart@hylandhills.org	303.650.7609	Hyland Hills Parks and Recreation			
Yvonne	Fischbach	yfischbach@hylandhills.org	303.428.7488	Hyland Hills Parks and Recreation			
Mike	Lee	mike-l@arvada.org	720.898.7390	Arvada			
Sarah	Washburn	swashburn@arvada.org	720.899.7391	Arvada			
John	Vann	jvann@cityofwestminster.us	303.658.2142	Westminster			
Cinceré	Eades	cincere.eades@denvergov.org	720.913.0655	Denver			

Exhibit 6.3 Referral Mailing List

DATE UPDATED
05/31/2018

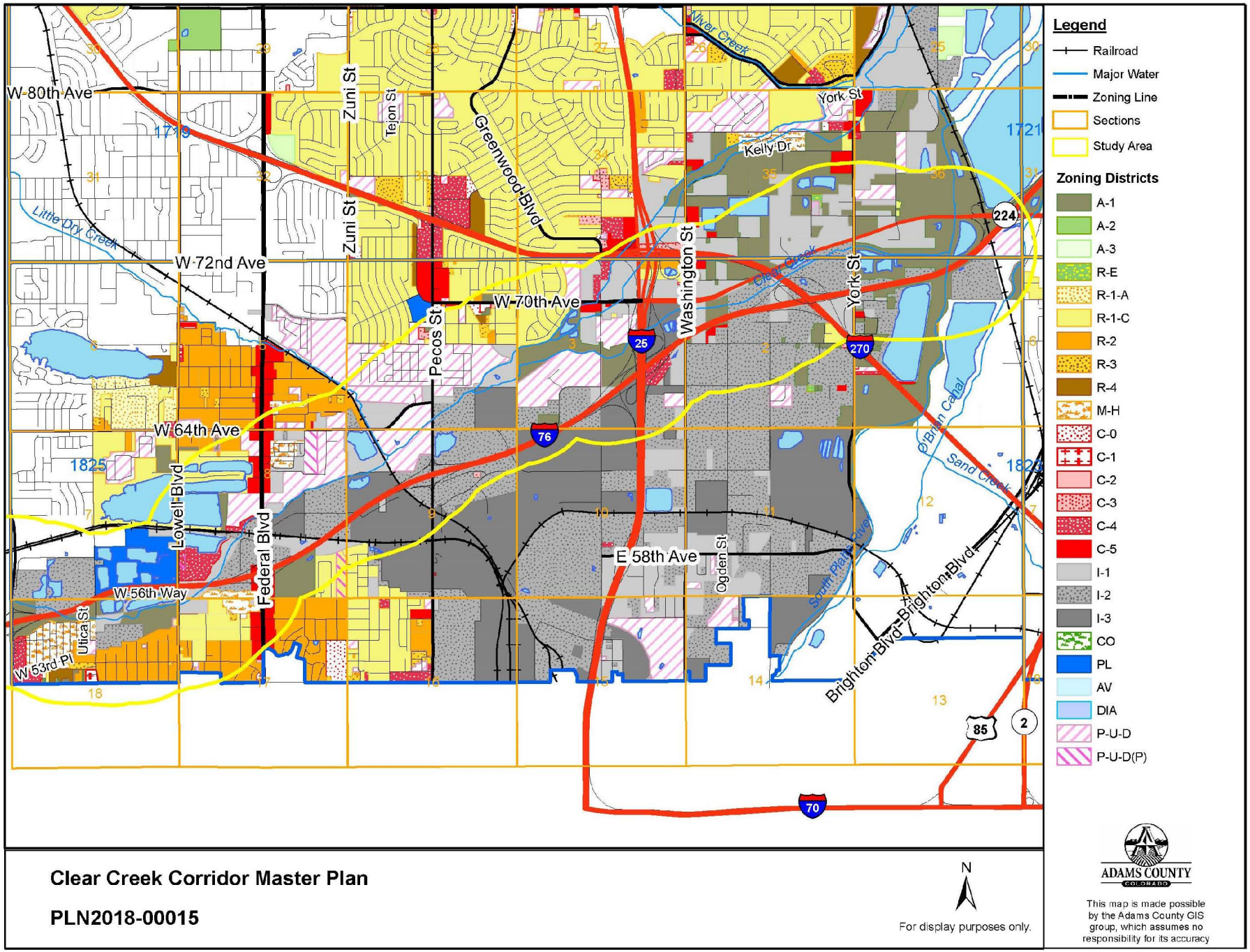
FIRST	LAST	EMAIL	PHONE	SURVEY #1 ?	PUBLIC MTG #1?	PUBLIC MTG #3?	ADDED BY
Traci	Ferguson	tferguson@c3gov.com	303.227.8788	Commerce City			
Diane	Van Fossen	diane.vanfossen@cityofthornton.net	303.255.7843	Thornton			
Paula	Schulte	paula.schulte@cityofthornton.net		Thornton			
Chris	Wilder	cwilder@acfpd.org	303.539.6860	Adams County Fire Protection District			
Michael	Kaiser	mkaiser@adcogov.org	303.655.3283	Adams County Sheriff's Office			
Sheila	Lynch	slynch@tchd.org	720.200.1571	Tri-County Health Department			
Gloria	Rudden	seminoegrandma@gmail.com	303.433.7653	Neighborhood advocate			
Edwin	Hickel	edhickel@q.com	303.429.7629	Neighborhood advocate			
Sharon	Whitehair	berkeleywater@gmail.com		Neighborhood advocate			
Don	Finley	sandawaygrs@gmail.com	720.250.7539	Gold Panning Community			
Ted	Heyd	ted@bicyclecolorado.org	303.417.1544	Bicycle Colorado			
Jeff	Shoemaker	jeff@thecpf.org	303.818.8078	The Greenway Foundation			
Pam	Sandlian-Smith	psmith@anythinklibraries.org	303.405.3299	Anythink Libraries			
Linnea	Bjorkman	lbjorkman@regis.edu		Regis University			
Charlie	Myers	myers4050@gmail.com	337.257.9554				
Marge	Price	marge@capitolrepresentatives.com	303.433.1804	The Greenway Foundation			
David	Howlett	david@capitolrepresentatives.com	303.433.1804	The Greenway Foundation			
Brian	Anderson	banderson003@regis.edu	303.458.4202	Regis University			

Clear Creek Corridor Master Plan

PLN2018-00015

Purpose

- Improve recreation and habitat
- Public prioritization
- Partnerships



Clear Creek Corridor Master Plan

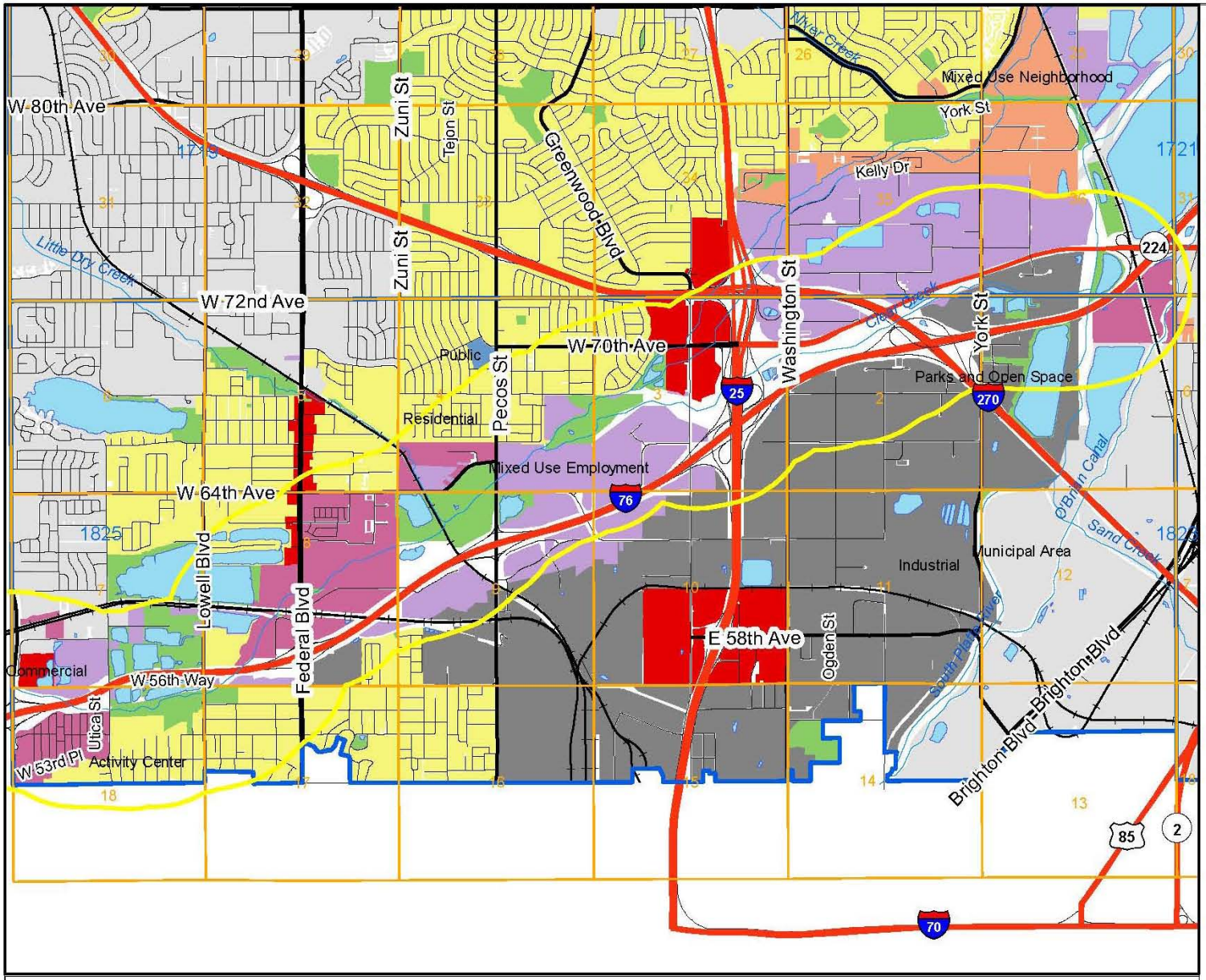
PLN2018-00015

N

For display purposes only.

ADAMS COUNTY
COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

- Railroad
- Major Water
- Zoning Line
- Sections
- Study Area

Future Landuse 2012 (Rev2016)

Residential
- Urban Residential
- Estate Residential

Mixed Use
- Local District Mixed Use
- Mixed Use Neighborhood
- Activity Center
- Mixed Use Employment

Commercial/Industrial
- Commercial
- Industrial

Other
- Agriculture
- DIA Reserve
- Parks and Open Space
- Public
- Municipal Area

Clear Creek Corridor Master Plan

PLN2018-00015

N

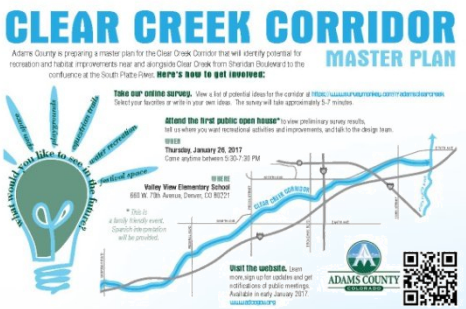
For display purposes only.

ADAMS COUNTY COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

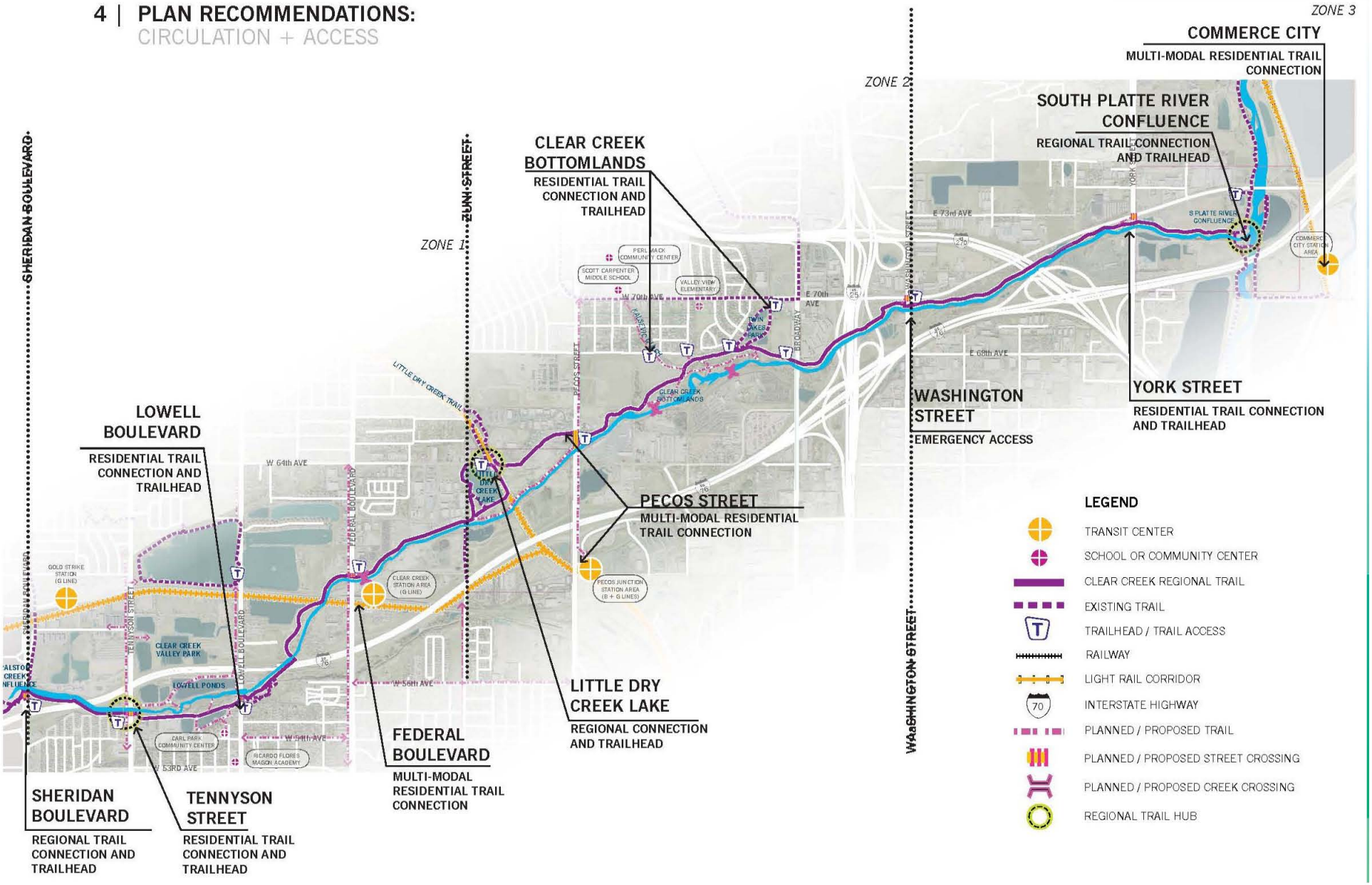
Public Outreach

- Four public meetings
  - 164 attendees
- Two public surveys
  - 621 respondents

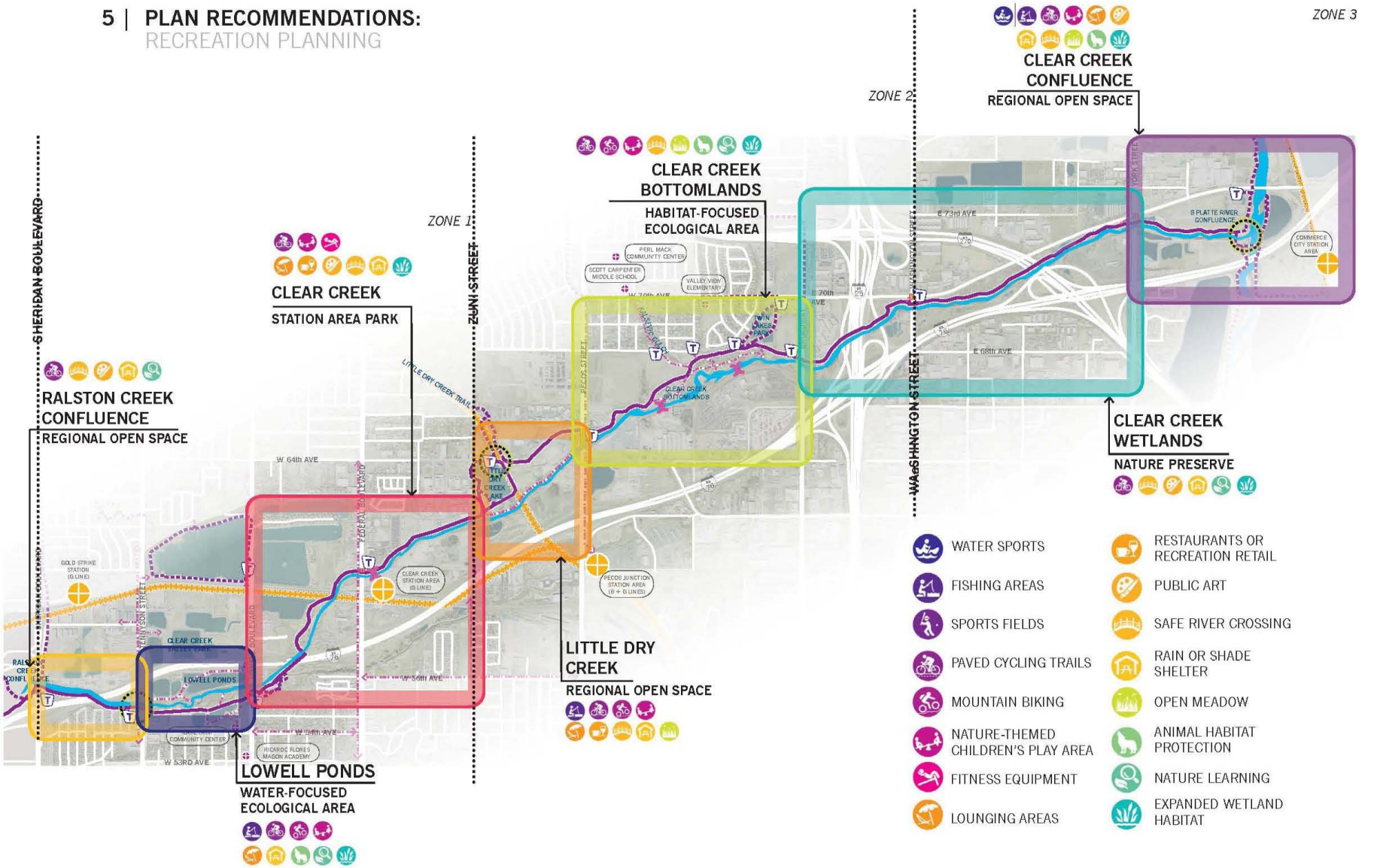


Basic Needs

Circulation & Access

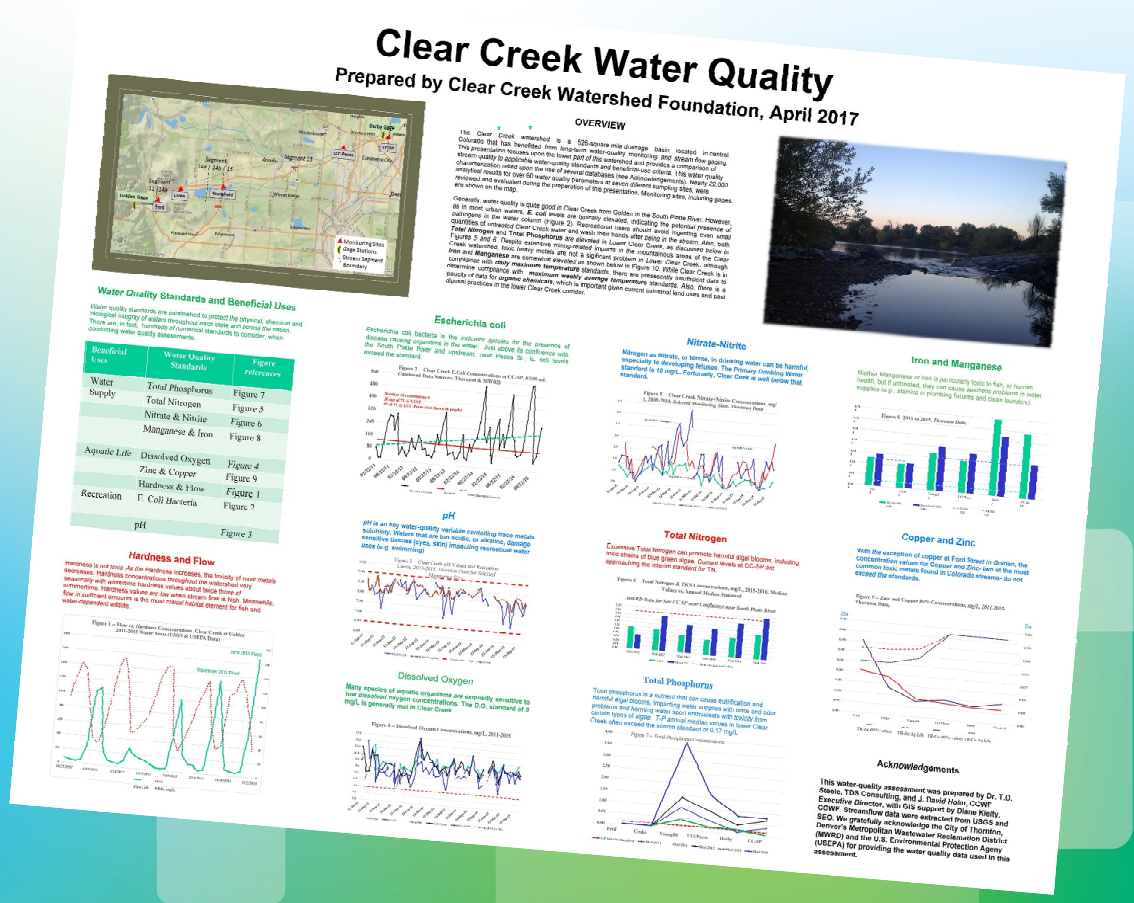


Recreation Areas



Water Quality

- Non-Issues
  - Nitrate/Nitrite, pH, Copper, Zinc, and Dissolved Oxygen
- Recreation Issues
  - E. coli, Nitrogen, Phosphorus, Iron, and Manganese
- Habitat Issues
  - Flow
- Unknowns
  - Organic Chemicals, Water Temperatures



Development Standards

Softening Edges

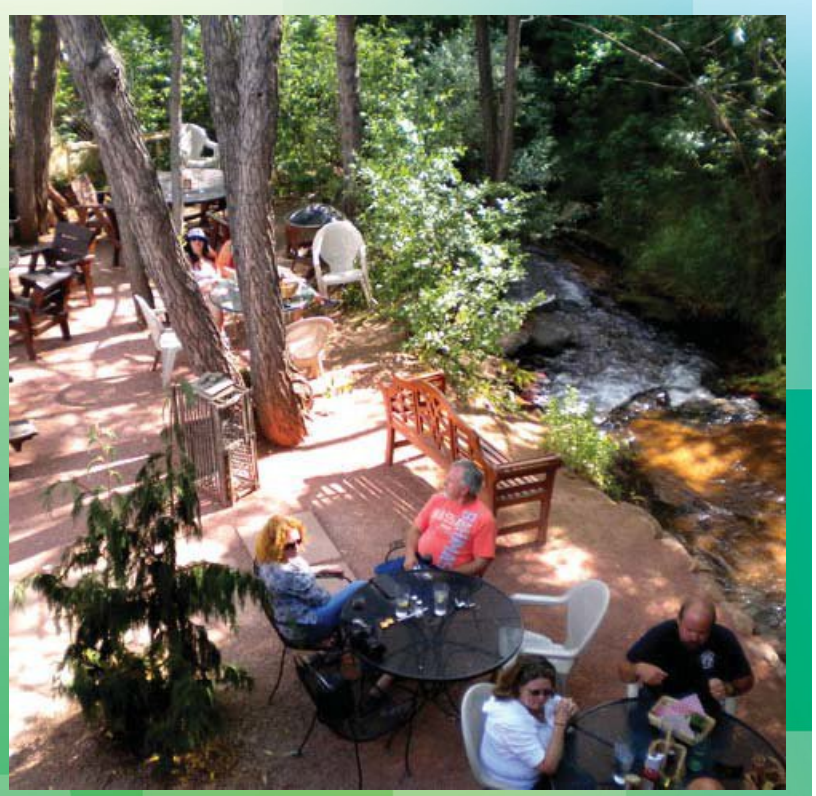
In lieu of solid screen fencing, use vegetation for screening

Less canvas for graffiti artists and helps filter stormwater

Development Standards

Enhancing the Experience

Encourage development to face the trail and creek



Integrate public and private open space areas using vegetation

Development Standards

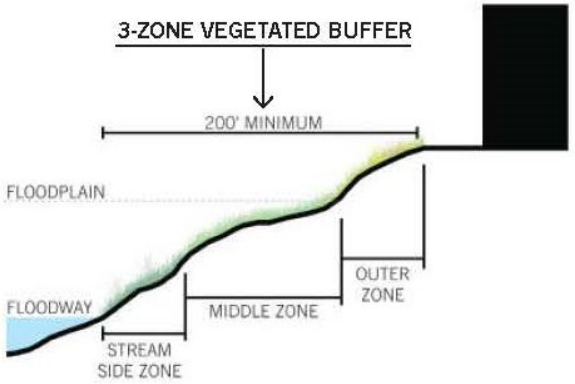
200' MINIMUM 3-ZONE BUFFER

APPLICATIONS: mid and high-impact development, stormwater outfall clusters, ecological areas and nature preserve areas.

Revitalizing Ecologies

Maintain 200' setback from the floodway with appropriate vegetation

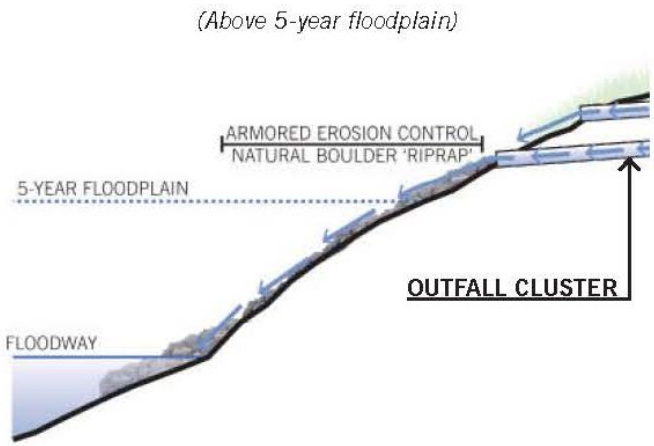
Ensure vegetation includes food for wildlife



Development Standards

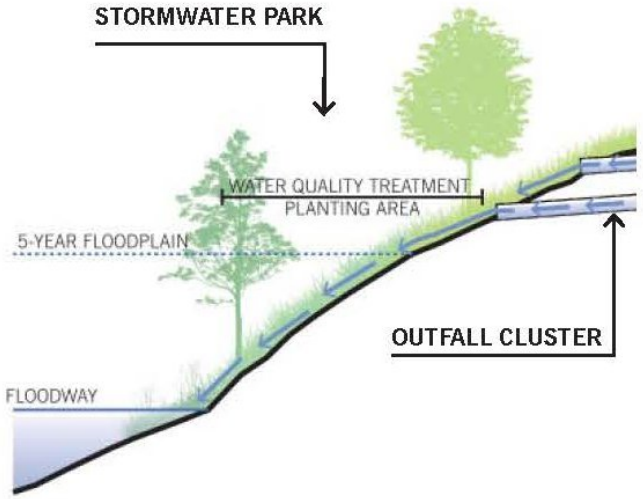
OUTFALL SETBACK

APPLICATIONS: minimum requirement for future development



INTEGRATED STORMWATER PARKS

APPLICATIONS: ecological areas and nature preserve, other areas as possible.



Integrate Green Infrastructure

Set outfalls outside 5-year floodplain

Create integrated stormwater parks

Implementation Strategy

- Address basic needs
- Projects with active partnerships
- Implement Development Standards

RECOMMENDATIONS	PRIORITY LEVEL			ORDER OF MAGNITUDE OF COST				
	LOW	MED	HIGH	*UNDER $100K*	*$100k-$500k*	*$500k-$1M*	*Over $1M*	*Total (if known)*
BASIC NEEDS								$ 2,065,500.00
Lighting								$ 125,000.00
Underpass lighting improvements			X	X				$ 5,000.00
Enhanced safety lighting on trail near Federal Boulevard Station and Regis University connection		X			X			$ 120,000.00
Trailhead Resources								$ 1,445,500.00
Bike share stations at Regional Trail Hubs (3) and Transit Stations (4) or or stationless systems			X	X				$ 40,000.00
Expanded / increased parking areas at trailheads (when partnership opportunities arise)		X				X		$ 1,000,000.00
Restroom facilities at parking areas (7 total - 2 existing)		X			X			$ 150,000.00
Safety lighting at trailheads (12)			X		X			$ 240,000.00
Bike repair stations every mile (7)		X		X				$ 10,500.00
Wayfinding signage at trailheads (12)			X	X				$ 5,000.00
General Signage								$ 215,000.00
Improved wayfinding at known areas of concern (2 locations)			X					
Little Dry Creek			X	X				$ 2,500.00
S Platte Confluence			X	X				$ 2,500.00
Improved regional-trail signage, integrated signage, and wayfinding within trail and at other locations to direct users toward Clear Creek (Peaks to Plains, US-36, RTD, Walk-ride Colorado, S Platte River Trail, Walk-Ride Colorado)			X		X			$ 200,000.00
Neighborhood wayfinding signage to CC Trail		X		X				$ 10,000.00

Referral Process

- Referrals were sent to over 200 interested parties and agencies on May 14, 2018
- The public comment period occurred from May 14, 2018 to June 4, 2018

Referral Comments

- Dan Fries indicated the plan shows promise for improving the Clear Creek area and indicated interest for gold panning activities to continue
- Tri-County Health Department responded with concerns related to:
  - Water quality for recreation
  - Limiting tobacco use on trails and in parks
  - Providing additional shade along the corridor
  - Typographical errors

Referral Comments

- Colorado Parks and Wildlife responded with concerns regarding:
  - Noxious weeds
  - Protection from aquatic invasive species
  - Protection of habitat for aquatic and terrestrial wildlife
  - Timing of construction activities to avoid disturbing wildlife
  - Establishing dog-free zones to protect wildlife

Planning Commission Hearing

- On July 12, 2018, the Planning Commission voted (7-0) to Adopt the Clear Creek Corridor Master Plan with 3 Findings of Fact and 1 Condition

Condition of Approval

- Up until August 31, 2018 the Parks and Open Space Department staff may make minor corrections to the Clear Creek Corridor Master Plan, including but not limited to typographical errors, to ensure consistency and accuracy throughout the Plan.