



**Board of County Commissioners**

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

**PUBLIC HEARING AGENDA**

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

**THIS AGENDA IS SUBJECT TO CHANGE**

**Tuesday**  
**May 28, 2019**  
**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 May 13-17, 2019
- B.** Minutes of the Commissioners Proceedings from May 21, 2019
- C.** Resolution Approving Application in Case #PLT2018-00035 Comanche Vista Estates, Filing 3 Final Plat  
(File approved by ELT)

- D.** Resolution Approving Subdivision Improvements Agreement between Adams County and Kenneth W. Newby for Comanche Vista Estates, Filing 3  
(File approved by ELT)
- E.** Resolution Accepting Quitclaim Deed Conveying Property from Mach Ventures, LLC, to Adams County for the Dedication of Road Right-of-Way for Imboden Road, East 128th Avenue and Watkins Road  
(File approved by ELT)
- F.** Resolution Appointing Hilary Oredson as a Member of the Adams County Foster Care Task Force  
(File approved by ELT)
- G.** Resolution Appointing Jan Melius as a Member of the Adams County Foster Care Task Force  
(File approved by ELT)
- H.** Resolution Appointing Jessi Braverman as a Member of the Adams County Foster Care Task Force  
(File approved by ELT)
- I.** Resolution Appointing Kaele Marquez as a Member of the Adams County Foster Care Task Force  
(File approved by ELT)
- J.** Resolution Appointing Lori Moore as a Member of the Adams County Foster Care Task Force  
(File approved by ELT)
- K.** Resolution Appointing Noel Steiner as a Member of the Adams County Foster Care Task Force  
(File approved by ELT)
- L.** Resolution Appointing Rhonda Denison as a Member of the Adams County Foster Care Task Force  
(File approved by ELT)
- M.** Resolution Appointing Sara Stovall as a Member of the Adams County Foster Care Task Force  
(File approved by ELT)
- N.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers P0028520, R0141978, R0108153, R0188193, R0180520, R0189332, R0137585, R0104670, P0026525, P0036101 and R0071101  
(File approved by ELT)
- O.** Resolution Approving Contract to Buy and Sell Real Estate between Esperanza Holding Company LLC and Adams County for Approximately 1500 Square Feet of Vacant Land  
(File approved by ELT)
- P.** Resolution Approving an Intergovernmental Agreement between Adams County, Colorado and Ricardo Flores Magon Academy  
(File approved by ELT)
- Q.** Resolution Approving Amendment 1 to Intergovernmental Agreement between Adams County Housing Authority and Adams County Board of County Commissioners for Head Start Program  
(File approved by ELT)
- R.** Resolution Approving Contract Cost Amendment between Adams County and Genesis Health Care, LLC for Long Term Care and Medicaid Application Processing Services  
(File approved by ELT)

- S. Resolution Establishing a County Opportunity Zone Task Force to Promote and Enhance Economic Development in Adams County  
(File approved by ELT)
- T. Resolution Approving Agreement Regarding Member Funding Transfers Pursuant to the Aerotropolis Regional Transportation Authority Establishment Agreement  
(File approved by ELT)
- U. Resolution Approving Lease Agreement between Adams County and Adams County Food Bank for Use of a Portion of the Honnen Building as a Local Food Bank  
(File approved by ELT)

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

- 1. Resolution Awarding an Agreement between Adams County and Taylor Kohrs LLC for Construction Management General Contractor Services for the Adams County Leader Blade Station and Strasburg Wash Bay  
(File approved by ELT)
- 2. Resolution Approving an Agreement between Adams County and CBRE Inc., for Commercial Brokerage Services  
(File approved by ELT)

**B. COUNTY ATTORNEY**

**8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Collective Bargaining**

**9. ADJOURNMENT**

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

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

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	413,055.33
5	Golf Course Enterprise Fund	16,553.47
6	Equipment Service Fund	15,696.34
7	Stormwater Utility Fund	4,128.99
13	Road & Bridge Fund	1,501,627.26
19	Insurance Fund	1,325,823.25
24	Conservation Trust Fund	23,094.01
25	Waste Management Fund	28,127.50
27	Open Space Projects Fund	52,082.67
28	Open Space Sales Tax Fund	73,795.30
31	Head Start Fund	6,823.46
34	Comm Services Blk Grant Fund	15,754.22
35	Workforce & Business Center	558.81
43	Colorado Air & Space Port	9,227.57
50	FLATROCK Facility Fund	1,431.34
		<u>3,487,779.52</u>

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005302	378404	CARUSO JAMES LOUIS	05/14/19	4,100.00
00005305	373974	HOLMES DAWN B	05/14/19	4,100.00
00737135	72554	AAA PEST PROS	05/14/19	2,065.00
00737138	221351	APEX SYSTEMS GROUP LLC	05/14/19	1,080.00
00737139	498573	ARBORFORCE LLC	05/14/19	5,330.00
00737140	3020	BENNETT TOWN OF	05/14/19	76.12
00737141	3020	BENNETT TOWN OF	05/14/19	1,500.00
00737143	494250	BLACK ROOFING INC	05/14/19	853.00
00737146	48089	COMCAST BUSINESS	05/14/19	2,100.00
00737147	308015	COMMERCE CITY ROTARY FOUNDATIO	05/14/19	500.00
00737149	370160	EIDE BAILLY LLP	05/14/19	3,375.00
00737152	227532	GALLOWAY & COMPANY INC	05/14/19	2,906.18
00737154	809485	HAGGERTY BRIAN	05/14/19	65.00
00737155	14991	HELTON & WILLIAMSEN PC	05/14/19	126.00
00737156	8721	HILL & ROBBINS	05/14/19	810.18
00737160	637831	MCCREARY RAPHAEL	05/14/19	65.00
00737161	13719	MORGAN COUNTY REA	05/14/19	192.68
00737162	73963	PERKINS COIE LLP	05/14/19	1,231.00
00737165	430098	REPUBLIC SERVICES #535	05/14/19	4,061.79
00737167	248870	ROTH SHEPPARD ARCHITECTS	05/14/19	5,074.35
00737168	25335	STANLEY CONVERGENT SECURITY S	05/14/19	511.39
00737170	13949	STRASBURG SANITATION	05/14/19	102.60
00737171	293662	SUMMIT LABORATORIES INC	05/14/19	480.00
00737174	810316	TRELOAR TARA A	05/14/19	65.00
00737175	20730	UNITED STATES POSTAL SERVICE	05/14/19	1,310.00
00737176	124337	US POSTMASTER	05/14/19	310.00
00737177	124337	US POSTMASTER	05/14/19	310.00
00737178	712817	WHITESTONE CONSTRUCTION SERVIC	05/14/19	69,773.98
00737180	702804	WOLFE SANDRA KAY	05/14/19	65.00
00737181	13822	XCEL ENERGY	05/14/19	3,072.90
00737182	13822	XCEL ENERGY	05/14/19	1,043.66
00737183	13822	XCEL ENERGY	05/14/19	120.83
00737184	13822	XCEL ENERGY	05/14/19	1,199.08
00737185	13822	XCEL ENERGY	05/14/19	7,128.16
00737186	13822	XCEL ENERGY	05/14/19	2,301.10
00737187	13822	XCEL ENERGY	05/14/19	6,934.44

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737188	13822	XCEL ENERGY	05/14/19	5,741.13
00737189	13822	XCEL ENERGY	05/14/19	2,981.43
00737190	13822	XCEL ENERGY	05/14/19	512.68
00737191	13822	XCEL ENERGY	05/14/19	419.72
00737192	13822	XCEL ENERGY	05/14/19	219.38
00737193	13822	XCEL ENERGY	05/14/19	383.09
00737194	13822	XCEL ENERGY	05/14/19	330.81
00737196	473336	ZAYO GROUP HOLDINGS INC	05/14/19	2,567.50
00737199	758723	CLEAN TECH DBA OUTSHINE CLEANI	05/14/19	333.00
00737200	612089	COMMERCIAL CLEANING SYSTEMS	05/14/19	79,106.08
00737202	519505	DENOVO VENTURES LLC	05/14/19	810.00
00737204	32276	INSIGHT PUBLIC SECTOR	05/14/19	9,512.20
00737205	485045	KORBY LANDSCAPE LLC	05/14/19	8,030.80
00737211	66264	SYSTEMS GROUP	05/14/19	200.00
00737213	433987	ADCO DISTRICT ATTORNEY'S OFFIC	05/15/19	528.24
00737214	327129	AIRGAS USA LLC	05/15/19	149.88
00737215	454771	ALLEN BRADLEY	05/15/19	2,500.00
00737217	12012	ALSCO AMERICAN INDUSTRIAL	05/15/19	46.42
00737218	628019	BIG PAULIE PRODUCTIONS LLC	05/15/19	20,000.00
00737219	628019	BIG PAULIE PRODUCTIONS LLC	05/15/19	7,500.00
00737220	628019	BIG PAULIE PRODUCTIONS LLC	05/15/19	15,000.00
00737221	628019	BIG PAULIE PRODUCTIONS LLC	05/15/19	10,000.00
00737226	327250	CINTAS CORPORATION NO 2	05/15/19	215.17
00737227	104549	COLO SECRETARY OF STATE	05/15/19	20.00
00737228	28639	COLO STATE UNIVERSITY	05/15/19	540.00
00737229	28639	COLO STATE UNIVERSITY	05/15/19	675.00
00737230	255001	COPYCO QUALITY PRINTING INC	05/15/19	600.00
00737231	105110	CULLIGAN	05/15/19	189.00
00737232	207516	DENNINGTON SHANNON N	05/15/19	1,650.00
00737234	858072	FOSTER MARISSA	05/15/19	40.00
00737235	699829	HILL'S PET NUTRITION SALES INC	05/15/19	258.30
00737236	170763	JONES EYI	05/15/19	945.00
00737237	266471	MAZE AMANDA	05/15/19	435.00
00737238	597186	MICHELSON FOUND ANIMALS FOUNDA	05/15/19	478.16
00737239	855710	MORALES JESUS	05/15/19	75.00
00737240	13591	MWI VETERINARY SUPPLY CO	05/15/19	2,814.02

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737242	669732	PATTERSON VETERINARY SUPPLY IN	05/15/19	406.90
00737244	181778	POST ERIN	05/15/19	156.25
00737246	725956	PRUDENTIAL OVERALL SUPPLY	05/15/19	55.28
00737247	858276	PUBLIC TECHNOLOGY INSTITUTE	05/15/19	3,400.00
00737248	430098	REPUBLIC SERVICES #535	05/15/19	567.40
00737249	858220	RICKARD JEFFREY WILLIAM	05/15/19	658.30
00737250	855998	SCHAUPPNER BRANDY	05/15/19	575.00
00737251	686895	STOGSDILL SHANNA	05/15/19	1,039.50
00737252	858226	TOMAJKO TABATHA	05/15/19	251.20
00737253	858227	TROSTEL KATHLEEN	05/15/19	18.00
00737254	300982	UNITED SITE SERVICES	05/15/19	225.22
00737255	28574	VERIZON WIRELESS	05/15/19	362.10
00737256	338508	WRIGHTWAY INDUSTRIES INC	05/15/19	1,358.92
00737257	13822	XCEL ENERGY	05/15/19	48.51
00737258	13822	XCEL ENERGY	05/15/19	138.59
00737259	13822	XCEL ENERGY	05/15/19	10.78
00737260	13822	XCEL ENERGY	05/15/19	196.65
00737263	857846	CHAVEZ LOYA LUIS	05/16/19	250.00
00737264	699829	HILL'S PET NUTRITION SALES INC	05/16/19	1,290.00
00737265	79260	IDEXX DISTRIBUTION INC	05/16/19	284.60
00737266	13591	MWI VETERINARY SUPPLY CO	05/16/19	1,149.66
00737267	669732	PATTERSON VETERINARY SUPPLY IN	05/16/19	24.30
00737268	725956	PRUDENTIAL OVERALL SUPPLY	05/16/19	55.28
00737269	643019	REPUBLIC NATIONAL DISTRIBUTING	05/16/19	313.65
00737272	678293	ZOE TRAINING & CONSULTING	05/16/19	5,966.00
00737274	858243	ADCOCK VERONICA	05/17/19	75.00
00737290	858233	BROMLEY EAST CHARTER PTO	05/17/19	400.00
00737294	40449	COLO DEPT OF TRANSPORTATION	05/17/19	40.00
00737295	858245	COTO ELENA	05/17/19	75.00
00737296	856505	COWBOY IRON	05/17/19	6,900.00
00737297	698531	EMPLOYMENT MATTERS LLC	05/17/19	9,850.00
00737299	858244	GARCIA JUAN MIRANDA	05/17/19	75.00
00737300	858236	GIRL SCOUT TROOP 65791	05/17/19	75.00
00737302	858241	GRANT APRIL	05/17/19	225.00
00737303	104918	GUTIERREZ MARICELA	05/17/19	75.00
00737305	858232	HERNANDEZ ATHENA	05/17/19	150.00

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737307	858230	JONES JACOB	05/17/19	400.00
00737309	753184	KOFILE TECHNOLOGIES INC	05/17/19	43,329.00
00737312	259029	LOPEZ DESIREE	05/17/19	150.00
00737314	858238	MCARTHUR STEPHANIE	05/17/19	275.00
00737316	858235	ORLENAS GABRIEL	05/17/19	75.00
00737318	858228	ROCKY MOUNTAIN HOUND ASSOCIATO	05/17/19	75.00
00737320	858242	SANCHEZ NORMA	05/17/19	75.00
00737321	42818	STATE OF COLORADO	05/17/19	750.76
00737322	42818	STATE OF COLORADO	05/17/19	190.66
00737323	42818	STATE OF COLORADO	05/17/19	560.24
00737324	42818	STATE OF COLORADO	05/17/19	12.06
00737325	42818	STATE OF COLORADO	05/17/19	1.87
00737326	42818	STATE OF COLORADO	05/17/19	137.08
00737327	42818	STATE OF COLORADO	05/17/19	21.37
00737328	42818	STATE OF COLORADO	05/17/19	18.07
00737329	42818	STATE OF COLORADO	05/17/19	12.95
00737330	42818	STATE OF COLORADO	05/17/19	5,489.47
00737331	42818	STATE OF COLORADO	05/17/19	1,005.84
00737332	42818	STATE OF COLORADO	05/17/19	820.82
00737333	42818	STATE OF COLORADO	05/17/19	77.06
00737334	42818	STATE OF COLORADO	05/17/19	11,698.98
00737335	42818	STATE OF COLORADO	05/17/19	967.46
00737355	13822	XCEL ENERGY	05/17/19	23.10

**Fund Total****413,055.33**



## Net Warrants by Fund Detail

5      Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005311	6177	PROFESSIONAL RECREATION MGMT I	05/17/19	12,025.46
00737136	8579	AGFINITY INC	05/14/19	360.00
00737137	12012	ALSCO AMERICAN INDUSTRIAL	05/14/19	45.58
00737145	9822	BUCKEYE WELDING SUPPLY CO INC	05/14/19	26.00
00737153	160270	GOLF & SPORT SOLUTIONS	05/14/19	1,171.57
00737157	2202	INTERSTATE BATTERY OF ROCKIES	05/14/19	34.95
00737159	11496	L L JOHNSON DIST	05/14/19	1,445.04
00737163	152295	POTESTIO BROTHER EQUIPMENT	05/14/19	164.84
00737164	787456	PRESTIGE FLAG	05/14/19	416.85
00737195	13822	XCEL ENERGY	05/14/19	863.18
			<b>Fund Total</b>	<b>16,553.47</b>

Net Warrants by Fund Detail

6      Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737173	790907	THE GOODYEAR TIRE AND RUBBER C	05/14/19	7,157.32
00737179	24560	WIRELESS ADVANCED COMMUNICATIO	05/14/19	1,711.09
00737319	16237	SAM HILL OIL INC	05/17/19	6,827.93
<b>Fund Total</b>				<b>15,696.34</b>

Net Warrants by Fund Detail

7

Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737144	835057	BRIENZA LLC	05/14/19	28.99
00737243	848751	PIPE REHAB SPECIALISTS	05/15/19	4,100.00
<b>Fund Total</b>				<b>4,128.99</b>

## Net Warrants by Fund Detail

13

## Road &amp; Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005298	89295	ARVADA CITY OF	05/14/19	9,932.10
00005299	89296	AURORA CITY OF	05/14/19	222,584.95
00005300	89297	BENNETT TOWN OF	05/14/19	8,092.41
00005301	89298	BRIGHTON CITY OF	05/14/19	128,272.38
00005303	89299	COMMERCE CITY CITY OF	05/14/19	133,164.03
00005304	89300	FEDERAL HEIGHTS CITY OF	05/14/19	22,935.34
00005306	89301	NORTHGLENN CITY OF	05/14/19	87,561.56
00005307	89302	THORNTON CITY OF	05/14/19	280,672.88
00005308	89304	WESTMINSTER CITY OF	05/14/19	160,355.17
00737142	49497	BFI TOWER ROAD LANDFILL	05/14/19	624.85
00737197	411865	ALFRED BENESCH & CO	05/14/19	17,851.50
00737203	128693	DREXEL BARRELL & CO	05/14/19	67,875.00
00737206	40395	KUMAR & ASSOCIATES INC	05/14/19	573.00
00737209	147080	ROCKSOL CONSULTING GROUP INC	05/14/19	46,768.62
00737273	142892	JALISCO INTL INC	05/16/19	219,134.96
00737275	13074	ALBERT FREI & SONS INC	05/17/19	29,721.70
00737289	852372	BOWMAN CONSTRUCTION SUPPLY	05/17/19	12,892.00
00737301	42918	GRAINGER	05/17/19	139.37
00737308	823806	KECI COLORADO INC	05/17/19	41,895.00
00737313	9379	MARTIN MARTIN CONSULTING ENGIN	05/17/19	9,400.00
00737336	1007	UNITED POWER (UNION REA)	05/17/19	163.16
00737337	1007	UNITED POWER (UNION REA)	05/17/19	198.75
00737338	1007	UNITED POWER (UNION REA)	05/17/19	51.05
00737339	1007	UNITED POWER (UNION REA)	05/17/19	161.41
00737340	1007	UNITED POWER (UNION REA)	05/17/19	146.92
00737341	1007	UNITED POWER (UNION REA)	05/17/19	39.00
00737342	1007	UNITED POWER (UNION REA)	05/17/19	38.00
00737343	1007	UNITED POWER (UNION REA)	05/17/19	93.49
00737344	1007	UNITED POWER (UNION REA)	05/17/19	38.00
00737345	1007	UNITED POWER (UNION REA)	05/17/19	53.36
00737346	1007	UNITED POWER (UNION REA)	05/17/19	53.36
00737347	1007	UNITED POWER (UNION REA)	05/17/19	28.16
00737348	1007	UNITED POWER (UNION REA)	05/17/19	16.50
00737349	1007	UNITED POWER (UNION REA)	05/17/19	16.50
00737350	1007	UNITED POWER (UNION REA)	05/17/19	41.00
00737351	1007	UNITED POWER (UNION REA)	05/17/19	16.50

Net Warrants by Fund Detail

13

Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737352	1007	UNITED POWER (UNION REA)	05/17/19	25.28
			<b>Fund Total</b>	<b>1,501,627.26</b>

## Net Warrants by Fund Detail

**19 Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005309	423439	DELTA DENTAL OF COLO	05/16/19	25,904.46
00005310	37223	UNITED HEALTH CARE INSURANCE C	05/16/19	223,943.99
00737277	27429	ARTHUR J GALLAGHER	05/17/19	126,979.00
00737278	27429	ARTHUR J GALLAGHER	05/17/19	12,232.00
00737279	27429	ARTHUR J GALLAGHER	05/17/19	179,746.00
00737280	27429	ARTHUR J GALLAGHER	05/17/19	172,413.00
00737281	27429	ARTHUR J GALLAGHER	05/17/19	385,000.00
00737282	27429	ARTHUR J GALLAGHER	05/17/19	26,326.80
00737283	27429	ARTHUR J GALLAGHER	05/17/19	99,236.00
00737284	27429	ARTHUR J GALLAGHER	05/17/19	35,332.00
00737285	27429	ARTHUR J GALLAGHER	05/17/19	27,496.00
00737286	27429	ARTHUR J GALLAGHER	05/17/19	11,214.00
<b>Fund Total</b>				<b>1,325,823.25</b>

Net Warrants by Fund Detail

24

Conservation Trust Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737158	26418	JOHN DEERE COMPANY	05/14/19	23,094.01
			<b>Fund Total</b>	<b>23,094.01</b>

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

25

**Waste Management Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737208	57973	METALS TREATMENT TECHNOLOGIES	05/14/19	28,127.50
<b>Fund Total</b>				<b>28,127.50</b>



Net Warrants by Fund Detail

27

Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737150	669264	ENERGES SERVICES LLC	05/14/19	52,082.67
			<b>Fund Total</b>	<b>52,082.67</b>

Net Warrants by Fund Detail

28

Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737222	39402	BIRD CONSERVANCY OF THE ROCKIE	05/15/19	19,139.36
00737288	33607	BENNETT PARKS AND RECREATION D	05/17/19	12,405.94
00737353	301358	WESTMINSTER CITY OF	05/17/19	42,250.00
<b>Fund Total</b>				<b>73,795.30</b>

## Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737198	327914	CESCO LINGUISTIC SERVICE INC	05/14/19	120.00
00737207	79121	MEADOW GOLD DAIRY	05/14/19	427.80
00737210	13770	SYSCO DENVER	05/14/19	4,001.32
00737212	101300	ADAMS CITY HIGH SCHOOL MARIACH	05/15/19	150.00
00737223	37266	CENTURY LINK	05/15/19	172.54
00737224	37266	CENTURY LINK	05/15/19	125.03
00737225	327914	CESCO LINGUISTIC SERVICE INC	05/15/19	566.77
00737241	28601	NATL HEADSTART ASSN	05/15/19	1,260.00
			<b>Fund Total</b>	<b>6,823.46</b>

Net Warrants by Fund Detail

34

Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737216	5991	ALMOST HOME INC	05/15/19	4,288.03
00737233	190240	ECPAC	05/15/19	776.59
00737245	189016	PROJECT ANGEL HEART	05/15/19	10,689.60
<b>Fund Total</b>				<b>15,754.22</b>

## Net Warrants by Fund Detail

35

Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737276	858400	ANDUJAR PAOLA	05/17/19	25.00
00737287	858401	BECERRA VILLALOBOS EFREN S	05/17/19	50.00
00737291	152461	CENTURYLINK	05/17/19	87.01
00737292	858402	CLARK FELICIA M	05/17/19	80.00
00737293	95017	COLO DEPT OF REVENUE	05/17/19	16.80
00737298	858403	ESPARZA ANAYIZ	05/17/19	20.00
00737304	858404	HANSEN STEPHANIE N	05/17/19	80.00
00737306	839598	HOLMES ELISIA M	05/17/19	40.00
00737310	858405	LEATHERWOOD BRAYLEE L	05/17/19	20.00
00737311	858408	LEYBA JANA E J	05/17/19	40.00
00737315	858410	MENDOZA REYNA L	05/17/19	40.00
00737317	767271	PERUTI ANAIAH	05/17/19	20.00
00737354	842022	WOTTON LEONARD H	05/17/19	40.00
<b>Fund Total</b>				<b>558.81</b>

## Net Warrants by Fund Detail

43Colorado Air & Space Port

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737148	13410	EASTERN SLOPE RURAL TELEPHONE	05/14/19	88.20
00737151	591849	FRONT RANGE HOOD CLEANING LLC	05/14/19	695.00
00737166	109815	ROOD & ASSOCIATES	05/14/19	3,600.00
00737172	93074	SYSCO DENVER	05/14/19	1,703.55
00737261	80118	AT&T CORP	05/16/19	100.82
00737262	2509	CCI	05/16/19	460.00
00737270	80267	SWIMS DISPOSAL	05/16/19	380.00
00737271	80272	UNION PACIFIC RAILROAD COMPANY	05/16/19	2,200.00
<b>Fund Total</b>				<b>9,227.57</b>

Net Warrants by Fund Detail

50

FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00737169	33604	STATE OF COLORADO	05/14/19	1.10
00737201	612089	COMMERCIAL CLEANING SYSTEMS	05/14/19	1,430.24
<b>Fund Total</b>				<b>1,431.34</b>

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

**Grand Total**      3,487,779.52



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

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	CHAVEZ LOYA LUIS	00001	952495	337341	05/15/19	<u>250.00</u>
					Account Total	<u>250.00</u>
					Department Total	<u><u>250.00</u></u>

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

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	COMMERCE CITY ROTARY FOUNDATIO	00001	952287	337057	05/10/19	<u>500.00</u>
					Account Total	<u>500.00</u>
					Department Total	<u><u>500.00</u></u>

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

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	FRONT RANGE HOOD CLEANING LLC	00043	951886	336445	05/03/19	695.00
	SYSCO DENVER	00043	951887	336445	05/03/19	1,703.55
					Account Total	2,398.55
					Department Total	2,398.55

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

<u>24</u>	<u>Conservation Trust Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	JOHN DEERE COMPANY	00024	952320	337130	05/13/19	23,094.01
					Account Total	23,094.01
					Department Total	23,094.01

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

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	EMPLOYMENT MATTERS LLC	00001	952182	336954	05/09/19	<u>9,850.00</u>
					Account Total	<u>9,850.00</u>
					Department Total	<u><u>9,850.00</u></u>

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

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CARUSO JAMES LOUIS	00001	952159	336946	05/09/19	4,100.00
	HOLMES DAWN B	00001	952292	337124	05/13/19	4,100.00
					Account Total	<u>8,200.00</u>
					Department Total	<u><u>8,200.00</u></u>

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

<u>4302</u>	<u>CASP Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Rents & Leases					
	UNION PACIFIC RAILROAD COMPANY	00043	952474	337333	05/15/19	2,200.00
					Account Total	2,200.00
	Registration Fees					
	CCI	00043	952472	337333	05/15/19	460.00
					Account Total	460.00
	Telephone					
	AT&T CORP	00043	952471	337333	05/15/19	87.44
					Account Total	87.44
	Water/Sewer/Sanitation					
	SWIMS DISPOSAL	00043	952473	337333	05/15/19	400.00
	SWIMS DISPOSAL	00043	952473	337333	05/15/19	20.00-
					Account Total	380.00
					Department Total	3,127.44

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

<u>4308</u>	<u>CASPATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	952471	337333	05/15/19	<u>6.69</u>
					Account Total	<u>6.69</u>
					Department Total	<u><u>6.69</u></u>



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

<u>4304</u>	<u>CASP Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	ROOD & ASSOCIATES	00043	952231	337029	05/10/19	3,600.00
					Account Total	3,600.00
	Telephone					
	AT&T CORP	00043	952471	337333	05/15/19	6.69
	EASTERN SLOPE RURAL TELEPHONE	00043	951885	336445	05/03/19	88.20
					Account Total	94.89
					Department Total	3,694.89

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

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO SECRETARY OF STATE	00001	952278	337048	05/10/19	20.00
					Account Total	20.00
	Postage & Freight					
	US POSTMASTER	00001	952283	337053	05/10/19	310.00
	US POSTMASTER	00001	952284	337053	05/10/19	310.00
					Account Total	620.00
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	952279	337048	05/10/19	600.00
					Account Total	600.00
					Department Total	1,240.00

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

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	952276	337048	05/10/19	19.53
	ALSCO AMERICAN INDUSTRIAL	00001	952277	337048	05/10/19	26.89
					Account Total	<u>46.42</u>
					Department Total	<u><u>46.42</u></u>

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

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ALMOST HOME INC	00034	952336	337206	05/10/19	4,288.03
	ECPAC	00034	952335	337206	05/10/19	776.59
	PROJECT ANGEL HEART	00034	952337	337206	05/10/19	10,689.60
					Account Total	<u>15,754.22</u>
					Department Total	<u><u>15,754.22</u></u>

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

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	MAZE AMANDA	00001	952433	337245	05/14/19	435.00
	TROSTEL KATHLEEN	00001	952436	337245	05/14/19	18.00
					Account Total	453.00
	Other Professional Serv					
	RICKARD JEFFREY WILLIAM	00001	952434	337245	05/14/19	658.30
	TOMAJKO TABATHA	00001	952435	337245	05/14/19	251.20
					Account Total	909.50
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	952431	337245	05/14/19	110.14
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	952431	337245	05/14/19	115.32
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	952431	337245	05/14/19	.01
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	952431	337245	05/14/19	154.57
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	952431	337245	05/14/19	148.20
	FOSTER MARISSA	00001	952432	337245	05/14/19	40.00
					Account Total	568.24
					Department Total	1,930.74

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

<u>99500</u>	<u>Employment First</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Testing/Licensing Employment					
	COLO DEPT OF REVENUE	00035	952502	337340	05/15/19	<u>16.80</u>
					Account Total	<u>16.80</u>
					Department Total	<u><u>16.80</u></u>

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

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	SAM HILL OIL INC	00006	952602	337555	05/17/19	1,166.96
	SAM HILL OIL INC	00006	952604	337555	05/17/19	5,660.97
	THE GOODYEAR TIRE AND RUBBER C	00006	952312	337130	05/13/19	578.20
	THE GOODYEAR TIRE AND RUBBER C	00006	952313	337130	05/13/19	108.00
	THE GOODYEAR TIRE AND RUBBER C	00006	952314	337130	05/13/19	1,630.48
	THE GOODYEAR TIRE AND RUBBER C	00006	952315	337130	05/13/19	1,837.14
	THE GOODYEAR TIRE AND RUBBER C	00006	952316	337130	05/13/19	2,401.10
	THE GOODYEAR TIRE AND RUBBER C	00006	952317	337130	05/13/19	602.40
	WIRELESS ADVANCED COMMUNICATIO	00006	952323	337130	05/13/19	1,711.09
					Account Total	15,696.34
					Department Total	15,696.34

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

<u>9243</u>	<u>Extension - Family &amp; Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	951969	336605	05/06/19	<u>41.25</u>
					Account Total	<u>41.25</u>
					Department Total	<u><u>41.25</u></u>



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

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	951969	336605	05/06/19	<u>41.25</u>
					Account Total	<u>41.25</u>
					Department Total	<u><u>41.25</u></u>

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

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	951969	336605	05/06/19	<u>95.85</u>
					Account Total	<u>95.85</u>
					Department Total	<u><u>95.85</u></u>

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

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	COLO STATE UNIVERSITY	00001	951872	336436	05/03/19	540.00
	COLO STATE UNIVERSITY	00001	951873	336436	05/03/19	675.00
	POST ERIN	00001	951871	336436	05/03/19	156.25
					Account Total	1,371.25
	Other Communications					
	VERIZON WIRELESS	00001	951969	336605	05/06/19	41.25
	VERIZON WIRELESS	00001	951969	336605	05/06/19	41.25
	VERIZON WIRELESS	00001	951969	336605	05/06/19	101.25
					Account Total	183.75
					Department Total	1,555.00

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

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AAA PEST PROS	00005	952275	337042	05/10/19	<u>35.00</u>
					Account Total	<u>35.00</u>
					Department Total	<u><u>35.00</u></u>

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

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00050	952331	337147	05/13/19	1.10
					Account Total	1.10
	Received not Vouchered Clrg					
	COMMERCIAL CLEANING SYSTEMS	00050	952350	337213	05/14/19	1,430.24
					Account Total	1,430.24
					Department Total	1,431.34

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

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	BENNETT TOWN OF	00001	952272	337042	05/10/19	1,500.00
					Account Total	1,500.00
	Consultant Services					
	GALLOWAY & COMPANY INC	00001	952281	337052	05/10/19	2,906.18
	HELTON & WILLIAMSEN PC	00001	952282	337052	05/10/19	126.00
					Account Total	3,032.18
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	200.00
					Account Total	200.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9534	00001	952225	337024	05/02/19	76.12
	REPUBLIC SERVICES #535	00001	952271	337042	05/10/19	25.10
					Account Total	101.22
					Department Total	<u>4,833.40</u>

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

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9548	00001	952219	337024	05/01/19	192.68
					Account Total	192.68
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	80.00
					Account Total	80.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9533	00001	952220	337024	05/01/19	102.60
	REPUBLIC SERVICES #535	00001	952258	337042	05/10/19	54.45
					Account Total	157.05
					Department Total	429.73

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

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	<u>60.00</u>
					Account Total	<u>60.00</u>
					Department Total	<u><u>60.00</u></u>



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

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	60.00
					Account Total	60.00
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	952285	337052	05/10/19	113.82
					Account Total	113.82
					Department Total	173.82

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

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00050	952275	337042	05/10/19	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

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

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9540	00001	952221	337024	04/24/19	2,301.10
					Account Total	2,301.10
	Grounds Maintenance					
	REPUBLIC SERVICES #535	00001	952265	337042	05/10/19	810.00
					Account Total	810.00
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	145.00
	SUMMIT LABORATORIES INC	00001	952274	337042	05/10/19	480.00
					Account Total	625.00
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	952265	337042	05/10/19	270.00
	REPUBLIC SERVICES #535	00001	952269	337042	05/10/19	258.20
					Account Total	528.20
					Department Total	4,264.30

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

<u>1070</u>	<u>FO - Honnen/Plan&amp;Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9535	00001	952214	337024	04/24/19	3,072.90
	Energy Cap Bill ID=9536	00001	952215	337024	04/24/19	1,043.66
	Energy Cap Bill ID=9539	00001	952216	337024	04/24/19	120.83
	Energy Cap Bill ID=9549	00001	952217	337024	04/30/19	1,199.08
					Account Total	5,436.47
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	160.00
					Account Total	160.00
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	952266	337042	05/10/19	412.52
	REPUBLIC SERVICES #535	00001	952270	337042	05/10/19	85.21
					Account Total	497.73
					Department Total	6,094.20

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

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	<u>50.00</u>
					Account Total	<u>50.00</u>
					Department Total	<u><u>50.00</u></u>

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

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	BLACK ROOFING INC	00001	952273	337042	05/10/19	853.00
	STANLEY CONVERGENT SECURITY S	00001	952257	337042	05/10/19	511.39
					Account Total	1,364.39
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	110.00
					Account Total	110.00
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	952267	337042	05/10/19	712.20
					Account Total	712.20
					Department Total	2,186.59

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

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9544	00001	952230	337024	04/24/19	330.81
					Account Total	330.81
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	325.00
					Account Total	325.00
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	952263	337042	05/10/19	133.54
					Account Total	133.54
					Department Total	789.35

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

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9541	00001	952218	337024	04/29/19	7,128.16
					Account Total	<u>7,128.16</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	40.00
					Account Total	<u>40.00</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	952261	337042	05/10/19	467.38
					Account Total	<u>467.38</u>
					Department Total	<u><u>7,635.54</u></u>



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

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	65.00
					Account Total	65.00
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	952259	337042	05/10/19	245.69
					Account Total	245.69
					Department Total	310.69

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

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	55.00
					Account Total	55.00
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	952264	337042	05/10/19	333.84
					Account Total	333.84
					Department Total	388.84

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

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	55.00
					Account Total	55.00
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	952260	337042	05/10/19	139.84
					Account Total	139.84
					Department Total	194.84

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

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ARBORFORCE LLC	00001	952309	337130	05/13/19	5,330.00
	BIG PAULIE PRODUCTIONS LLC	00001	952500	337335	05/15/19	20,000.00
	BIG PAULIE PRODUCTIONS LLC	00001	952501	337335	05/15/19	7,500.00
	BIG PAULIE PRODUCTIONS LLC	00001	952503	337335	05/15/19	15,000.00
	BIG PAULIE PRODUCTIONS LLC	00001	952505	337335	05/15/19	10,000.00
	CLEAN TECH DBA OUTSHINE CLEANI	00001	952348	337213	05/14/19	333.00
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	4,233.97
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	438.83
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	713.60
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	720.72
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	440.77
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	3,038.42
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	1,383.43
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	18,956.05
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	604.03
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	833.78
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	27,358.12
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	1,705.17
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	825.55
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	4,424.89
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	437.55
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	1,621.25
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	3,851.11
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	646.68
	COMMERCIAL CLEANING SYSTEMS	00001	952351	337213	05/14/19	6,872.16
	DENOVO VENTURES LLC	00001	952343	337213	05/14/19	810.00
	EIDE BAILLY LLP	00001	952311	337130	05/13/19	3,375.00
	HILL & ROBBINS	00001	952319	337130	05/13/19	810.00
	HILL & ROBBINS	00001	952319	337130	05/13/19	.18
	HILL'S PET NUTRITION SALES INC	00001	952492	337335	05/15/19	258.30
	HILL'S PET NUTRITION SALES INC	00001	952525	337446	05/16/19	1,290.00
	IDEXX DISTRIBUTION INC	00001	952524	337446	05/16/19	82.42
	IDEXX DISTRIBUTION INC	00001	952524	337446	05/16/19	202.18
	INSIGHT PUBLIC SECTOR	00001	952340	337213	05/14/19	9,512.20
	KOFILE TECHNOLOGIES INC	00001	952601	337555	05/17/19	43,329.00

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

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	KORBY LANDSCAPE LLC	00001	952345	337213	05/14/19	1,369.92
	KORBY LANDSCAPE LLC	00001	952345	337213	05/14/19	913.28
	KORBY LANDSCAPE LLC	00001	952345	337213	05/14/19	1,124.03
	KORBY LANDSCAPE LLC	00001	952345	337213	05/14/19	1,171.56
	KORBY LANDSCAPE LLC	00001	952345	337213	05/14/19	517.16
	KORBY LANDSCAPE LLC	00001	952345	337213	05/14/19	509.41
	KORBY LANDSCAPE LLC	00001	952345	337213	05/14/19	836.03
	KORBY LANDSCAPE LLC	00001	952345	337213	05/14/19	1,589.41
	MICHELSON FOUND ANIMALS FOUNDA	00001	952494	337335	05/15/19	478.16
	MWI VETERINARY SUPPLY CO	00001	952483	337335	05/15/19	258.06
	MWI VETERINARY SUPPLY CO	00001	952484	337335	05/15/19	232.88
	MWI VETERINARY SUPPLY CO	00001	952485	337335	05/15/19	34.83
	MWI VETERINARY SUPPLY CO	00001	952486	337335	05/15/19	1,464.81
	MWI VETERINARY SUPPLY CO	00001	952488	337335	05/15/19	680.07
	MWI VETERINARY SUPPLY CO	00001	952489	337335	05/15/19	113.67
	MWI VETERINARY SUPPLY CO	00001	952490	337335	05/15/19	29.70
	MWI VETERINARY SUPPLY CO	00001	952526	337446	05/16/19	76.55
	MWI VETERINARY SUPPLY CO	00001	952527	337446	05/16/19	851.56
	MWI VETERINARY SUPPLY CO	00001	952528	337446	05/16/19	221.55
	PATTERSON VETERINARY SUPPLY IN	00001	952481	337335	05/15/19	10.60
	PATTERSON VETERINARY SUPPLY IN	00001	952482	337335	05/15/19	24.30
	PATTERSON VETERINARY SUPPLY IN	00001	952496	337335	05/15/19	372.00
	PATTERSON VETERINARY SUPPLY IN	00001	952529	337446	05/16/19	24.30
	PERKINS COIE LLP	00001	952318	337130	05/13/19	1,231.00
	PRUDENTIAL OVERALL SUPPLY	00001	952480	337335	05/15/19	55.28
	PRUDENTIAL OVERALL SUPPLY	00001	952530	337446	05/16/19	55.28
	REPUBLIC NATIONAL DISTRIBUTING	00001	952522	337446	05/16/19	313.65
	ROTH SHEPPARD ARCHITECTS	00001	952321	337130	05/13/19	5,074.35
	STATE OF COLORADO	00001	952587	337555	05/17/19	750.76
	STATE OF COLORADO	00001	952588	337555	05/17/19	190.66
	STATE OF COLORADO	00001	952588	337555	05/17/19	560.24
	STATE OF COLORADO	00001	952589	337555	05/17/19	12.06
	STATE OF COLORADO	00001	952589	337555	05/17/19	1.87
	STATE OF COLORADO	00001	952590	337555	05/17/19	137.08
	STATE OF COLORADO	00001	952590	337555	05/17/19	21.37
	STATE OF COLORADO	00001	952591	337555	05/17/19	18.07

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

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	STATE OF COLORADO	00001	952591	337555	05/17/19	12.95
	STATE OF COLORADO	00001	952592	337555	05/17/19	5,489.47
	STATE OF COLORADO	00001	952592	337555	05/17/19	1,005.84
	STATE OF COLORADO	00001	952593	337555	05/17/19	820.82
	STATE OF COLORADO	00001	952593	337555	05/17/19	77.06
	STATE OF COLORADO	00001	952595	337555	05/17/19	11,698.98
	STATE OF COLORADO	00001	952595	337555	05/17/19	967.46
	SYSTEMS GROUP	00001	952346	337213	05/14/19	200.00
	WHITESTONE CONSTRUCTION SERVIC	00001	952322	337130	05/13/19	73,446.30
	WRIGHTWAY INDUSTRIES INC	00001	952478	337335	05/15/19	496.50
	WRIGHTWAY INDUSTRIES INC	00001	952479	337335	05/15/19	862.42
	ZOE TRAINING & CONSULTING	00001	952523	337446	05/16/19	5,966.00
					Account Total	<u>319,307.67</u>
	Retainages Payable					
	WHITESTONE CONSTRUCTION SERVIC	00001	952322	337130	05/13/19	3,672.32-
					Account Total	<u>3,672.32-</u>
					Department Total	<u><u>315,635.35</u></u>

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

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	BUCKEYE WELDING SUPPLY CO INC	00005	952172	336952	05/09/19	26.00
					Account Total	26.00
	Gas & Electricity					
	XCEL ENERGY	00005	952181	336952	05/09/19	328.66
					Account Total	328.66
	Grounds Maintenance					
	AGFINITY INC	00005	952170	336952	05/09/19	360.00
	GOLF & SPORT SOLUTIONS	00005	952173	336952	05/09/19	1,171.57
	PRESTIGE FLAG	00005	952179	336952	05/09/19	204.90
	PRESTIGE FLAG	00005	952180	336952	05/09/19	211.95
					Account Total	1,948.42
	Membership Dues					
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	800.00
					Account Total	800.00
	Minor Equipment					
	L L JOHNSON DIST	00005	952177	336952	05/09/19	895.00
					Account Total	895.00
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	952171	336952	05/09/19	45.58
					Account Total	45.58
	Vehicle Parts & Supplies					
	INTERSTATE BATTERY OF ROCKIES	00005	952174	336952	05/09/19	34.95
	L L JOHNSON DIST	00005	952175	336952	05/09/19	318.62
	L L JOHNSON DIST	00005	952176	336952	05/09/19	231.42
	POTESTIO BROTHER EQUIPMENT	00005	952178	336952	05/09/19	164.84
					Account Total	749.83
					Department Total	4,793.49

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

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00005	952181	336952	05/09/19	534.52
					Account Total	534.52
	Golf Merchandise					
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	103.69
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	1,713.73
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	698.05
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	505.60
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	693.90
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	65.31
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	1,731.40
					Account Total	5,511.68
	Janitorial Services					
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	634.83
					Account Total	634.83
	Other Professional Serv					
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	326.27
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	351.52
					Account Total	677.79
	Printing External					
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	2,670.00
					Account Total	2,670.00
	Repair & Maint Supplies					
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	371.13
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	111.62
					Account Total	482.75
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	647.50
					Account Total	647.50
	Water/Sewer/Sanitation					
	PROFESSIONAL RECREATION MGMT I	00005	952594	337563	05/17/19	600.91
					Account Total	600.91
					Department Total	<u>11,759.98</u>



County of Adams  
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	952386	337213	05/14/19	60.00
	CESCO LINGUISTIC SERVICE INC	00031	952388	337213	05/14/19	60.00
	CESCO LINGUISTIC SERVICE INC	00031	952476	337335	05/15/19	435.00
	CESCO LINGUISTIC SERVICE INC	00031	952477	337335	05/15/19	131.77
	MEADOW GOLD DAIRY	00031	952389	337213	05/14/19	110.40
	MEADOW GOLD DAIRY	00031	952391	337213	05/14/19	82.80
	MEADOW GOLD DAIRY	00031	952393	337213	05/14/19	55.20
	MEADOW GOLD DAIRY	00031	952394	337213	05/14/19	41.40
	MEADOW GOLD DAIRY	00031	952395	337213	05/14/19	69.00
	MEADOW GOLD DAIRY	00031	952398	337213	05/14/19	69.00
	SYSCO DENVER	00031	952352	337213	05/14/19	3,270.95
	SYSCO DENVER	00031	952352	337213	05/14/19	730.37
					Account Total	5,115.89
					Department Total	5,115.89

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

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9537	00001	952222	337024	04/29/19	6,934.44
	Energy Cap Bill ID=9542	00001	952223	337024	04/29/19	5,741.13
	Energy Cap Bill ID=9547	00001	952224	337024	04/29/19	2,981.43
					Account Total	<u>15,657.00</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	190.00
					Account Total	<u>190.00</u>
					Department Total	<u><u>15,847.00</u></u>

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

<u>935119</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	NATL HEADSTART ASSN	00031	952296	337126	05/13/19	1,260.00
					Account Total	1,260.00
	Special Events					
	ADAMS CITY HIGH SCHOOL MARIACH	00031	952295	337126	05/13/19	150.00
					Account Total	150.00
	Telephone					
	CENTURY LINK	00031	952293	337126	05/13/19	172.54
	CENTURY LINK	00031	952294	337126	05/13/19	125.03
					Account Total	297.57
					Department Total	1,707.57

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

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	952514	337349	05/15/19	<u>223,943.99</u>
					Account Total	<u>223,943.99</u>
					Department Total	<u><u>223,943.99</u></u>

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

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	952513	337347	05/15/19	25,802.46
	DELTA DENTAL OF COLO	00019	952513	337347	05/15/19	102.00
					Account Total	<u>25,904.46</u>
					Department Total	<u><u>25,904.46</u></u>

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

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	ARTHUR J GALLAGHER	00019	952185	336955	05/09/19	179,746.00
	ARTHUR J GALLAGHER	00019	952186	336955	05/09/19	172,413.00
	ARTHUR J GALLAGHER	00019	952187	336955	05/09/19	385,000.00
	ARTHUR J GALLAGHER	00019	952188	336955	05/09/19	26,326.80
	ARTHUR J GALLAGHER	00019	952189	336955	05/09/19	99,236.00
	ARTHUR J GALLAGHER	00019	952190	336955	05/09/19	35,332.00
	ARTHUR J GALLAGHER	00019	952191	336955	05/09/19	27,496.00
	ARTHUR J GALLAGHER	00019	952192	336955	05/09/19	11,214.00
					Account Total	936,763.80
					Department Total	936,763.80

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

<u>8617</u>	<u>Insurance- Workers Comp</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	ARTHUR J GALLAGHER	00019	952183	336955	05/09/19	126,979.00
	ARTHUR J GALLAGHER	00019	952184	336955	05/09/19	12,232.00
					Account Total	139,211.00
					Department Total	139,211.00

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

<u>1061</u>	<u>IT Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	PUBLIC TECHNOLOGY INSTITUTE	00001	952454	337249	05/14/19	<u>3,400.00</u>
					Account Total	<u>3,400.00</u>
					Department Total	<u><u>3,400.00</u></u>



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

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	APEX SYSTEMS GROUP LLC	00001	952327	337723	05/13/19	1,080.00
					Account Total	1,080.00
	ISP Services					
	COMCAST BUSINESS	00001	952328	337723	05/13/19	2,100.00
	ZAYO GROUP HOLDINGS INC	00001	952329	337142	05/13/19	2,567.50
					Account Total	4,667.50
					Department Total	5,747.50

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

<u>1019</u>	<u>Mailroom &amp; Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	952286	337053	05/10/19	<u>1,310.00</u>
					Account Total	<u>1,310.00</u>
					Department Total	<u><u>1,310.00</u></u>

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

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ENERGES SERVICES LLC	00027	952406	337225	05/14/19	54,823.86
					Account Total	54,823.86
	Retainages Payable					
	ENERGES SERVICES LLC	00027	952406	337225	05/14/19	2,741.19-
					Account Total	2,741.19-
					Department Total	52,082.67

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

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	BENNETT PARKS AND RECREATION D	00028	952456	337326	05/15/19	12,405.94
	BIRD CONSERVANCY OF THE ROCKIE	00028	952203	337020	05/10/19	19,139.36
	WESTMINSTER CITY OF	00028	952457	337326	05/15/19	42,250.00
					Account Total	73,795.30
					Department Total	73,795.30

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

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9538	00001	952226	337024	04/24/19	512.68
	Energy Cap Bill ID=9543	00001	952227	337024	04/26/19	419.72
	Energy Cap Bill ID=9545	00001	952228	337024	04/24/19	219.38
	Energy Cap Bill ID=9546	00001	952229	337024	04/24/19	383.09
					Account Total	1,534.87
	Maintenance Contracts					
	AAA PEST PROS	00001	952275	337042	05/10/19	395.00
					Account Total	395.00
					Department Total	1,929.87

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

<u>1015</u>	<u>People Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tuition Reimbursement					
	ALLEN BRADLEY	00001	952291	337061	05/10/19	2,500.00
	DENNINGTON SHANNON N	00001	952290	337061	05/10/19	1,650.00
	JONES EYI	00001	952288	337061	05/10/19	945.00
	STOGSDILL SHANNA	00001	952289	337061	05/10/19	1,039.50
					Account Total	6,134.50
					Department Total	6,134.50

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

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	UNITED SITE SERVICES	00001	952209	337020	05/10/19	<u>225.22</u>
					Account Total	<u>225.22</u>
					Department Total	<u><u>225.22</u></u>

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

<u>5010</u>	<u>PKS- Fair &amp; Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Event Services					
	AIRGAS USA LLC	00001	952202	337020	05/10/19	149.88
					Account Total	149.88
	Licenses and Fees					
	COLO DEPT OF TRANSPORTATION	00001	952439	337248	05/14/19	40.00
					Account Total	40.00
	Regional Park Rentals					
	ADCOCK VERONICA	00001	952437	337248	05/14/19	75.00
	BROMLEY EAST CHARTER PTO	00001	952438	337248	05/14/19	400.00
	COTO ELENA	00001	952441	337248	05/14/19	75.00
	GARCIA JUAN MIRANDA	00001	952448	337248	05/14/19	75.00
	GIRL SCOUT TROOP 65791	00001	952442	337248	05/14/19	75.00
	GRANT APRIL	00001	952443	337248	05/14/19	225.00
	GUTIERREZ MARICELA	00001	952444	337248	05/14/19	75.00
	HERNANDEZ ATHENA	00001	952445	337248	05/14/19	150.00
	JONES JACOB	00001	952446	337248	05/14/19	400.00
	LOPEZ DESIREE	00001	952449	337248	05/14/19	150.00
	MCARTHUR STEPHANIE	00001	952447	337248	05/14/19	275.00
	MORALES JESUS	00001	952206	337020	05/10/19	75.00
	ORLENAS GABRIEL	00001	952450	337248	05/14/19	75.00
	ROCKY MOUNTAIN HOUND ASSOCIATO	00001	952451	337248	05/14/19	75.00
	SANCHEZ NORMA	00001	952452	337248	05/14/19	75.00
	SCHAUPPNER BRANDY	00001	952208	337020	05/10/19	575.00
					Account Total	2,850.00
					Department Total	3,039.88



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

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	CULLIGAN	00001	952205	337020	05/10/19	<u>189.00</u>
					Account Total	<u>189.00</u>
					Department Total	<u><u>189.00</u></u>

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

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	952211	337020	05/10/19	138.59
					Account Total	138.59
	Machinery					
	COWBOY IRON	00001	952440	337248	05/14/19	6,900.00
					Account Total	6,900.00
	Operating Supplies					
	CINTAS CORPORATION NO 2	00001	952204	337020	05/10/19	215.17
					Account Total	215.17
					Department Total	7,253.76

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

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	952210	337020	05/10/19	48.51
	XCEL ENERGY	00001	952212	337020	05/10/19	10.78
	XCEL ENERGY	00001	952213	337020	05/10/19	196.65
	XCEL ENERGY	00001	952453	337248	05/14/19	23.10
					Account Total	279.04
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	952207	337020	05/10/19	567.40
					Account Total	567.40
					Department Total	846.44

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

<u>1089</u>	<u>PLN- Boards &amp; Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	HAGGERTY BRIAN	00001	952200	337019	05/10/19	65.00
	MCCREARY RAPHAEL	00001	952198	337019	05/10/19	65.00
	TRELOAR TARA A	00001	952201	337019	05/10/19	65.00
	WOLFE SANDRA KAY	00001	952199	337019	05/10/19	65.00
					Account Total	<u>260.00</u>
					Department Total	<u><u>260.00</u></u>

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

13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ALBERT FREI & SONS INC	00013	952581	337555	05/17/19	10,409.72
	ALBERT FREI & SONS INC	00013	952582	337555	05/17/19	9,191.05
	ALBERT FREI & SONS INC	00013	952585	337555	05/17/19	10,120.85
	ALFRED BENESCH & CO	00013	952374	337213	05/14/19	2,104.00
	ALFRED BENESCH & CO	00013	952378	337213	05/14/19	15,747.50
	BFI TOWER ROAD LANDFILL	00013	952310	337130	05/13/19	624.85
	BOWMAN CONSTRUCTION SUPPLY	00013	952586	337555	05/17/19	12,892.00
	DREXEL BARRELL & CO	00013	952363	337213	05/14/19	56,110.00
	DREXEL BARRELL & CO	00013	952369	337213	05/14/19	7,240.00
	DREXEL BARRELL & CO	00013	952372	337213	05/14/19	4,525.00
	GRAINGER	00013	952596	337555	05/17/19	139.37
	JALISCO INTL INC	00013	952567	337469	05/16/19	230,668.38
	KECI COLORADO INC	00013	952579	337555	05/17/19	44,100.00
	KUMAR & ASSOCIATES INC	00013	952380	337213	05/14/19	573.00
	MARTIN MARTIN CONSULTING ENGIN	00013	952580	337555	05/17/19	9,400.00
	ROCKSOL CONSULTING GROUP INC	00013	952381	337213	05/14/19	42,702.99
	ROCKSOL CONSULTING GROUP INC	00013	952384	337213	05/14/19	4,065.63
					Account Total	460,614.34
	Retainages Payable					
	JALISCO INTL INC	00013	952567	337469	05/16/19	11,533.42-
	KECI COLORADO INC	00013	952579	337555	05/17/19	2,205.00-
					Account Total	13,738.42-
					Department Total	446,875.92

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

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	PIPE REHAB SPECIALISTS	00007	952498	337335	05/15/19	4,100.00
					Account Total	4,100.00
	Suspense - Misc. Clearing					
	BRIENZA LLC	00007	5382	337044	05/10/19	28.99
					Account Total	28.99
					Department Total	4,128.99

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

<u>3019</u>	<u>Transportation Admin/Org</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Payments To Cities-Sales Taxes					
	ARVADA CITY OF	00013	952299	337132	05/13/19	9,932.10
	AURORA CITY OF	00013	952300	337132	05/13/19	222,584.95
	BENNETT TOWN OF	00013	952301	337132	05/13/19	8,092.41
	BRIGHTON CITY OF	00013	952302	337132	05/13/19	128,272.38
	COMMERCE CITY CITY OF	00013	952303	337132	05/13/19	133,164.03
	FEDERAL HEIGHTS CITY OF	00013	952304	337132	05/13/19	22,935.34
	NORTHGLENN CITY OF	00013	952305	337132	05/13/19	87,561.56
	THORNTON CITY OF	00013	952306	337132	05/13/19	280,672.88
	WESTMINSTER CITY OF	00013	952307	337132	05/13/19	160,355.17
					Account Total	<u>1,053,570.82</u>
					Department Total	<u><u>1,053,570.82</u></u>

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

<u>3031</u>	<u>Transportation Opers &amp; Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gravel & Recycled Material					
	ALBERT FREI & SONS INC	00013	952581	337555	05/17/19	.04
	ALBERT FREI & SONS INC	00013	952582	337555	05/17/19	.02
	ALBERT FREI & SONS INC	00013	952585	337555	05/17/19	.02
					Account Total	<u>.08</u>
					Department Total	<u><u>.08</u></u>



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

<u>3055</u>	<u>Transportation Streets Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	952356	337214	05/14/19	163.16
	UNITED POWER (UNION REA)	00013	952365	337214	05/14/19	198.75
	UNITED POWER (UNION REA)	00013	952366	337214	05/14/19	51.05
	UNITED POWER (UNION REA)	00013	952368	337214	05/14/19	161.41
	UNITED POWER (UNION REA)	00013	952370	337214	05/14/19	146.92
	UNITED POWER (UNION REA)	00013	952373	337214	05/14/19	39.00
	UNITED POWER (UNION REA)	00013	952375	337214	05/14/19	38.00
	UNITED POWER (UNION REA)	00013	952376	337214	05/14/19	93.49
	UNITED POWER (UNION REA)	00013	952382	337214	05/14/19	38.00
	UNITED POWER (UNION REA)	00013	952387	337214	05/14/19	53.36
	UNITED POWER (UNION REA)	00013	952396	337214	05/14/19	53.36
	UNITED POWER (UNION REA)	00013	952399	337214	05/14/19	28.16
	UNITED POWER (UNION REA)	00013	952400	337214	05/14/19	16.50
	UNITED POWER (UNION REA)	00013	952401	337214	05/14/19	16.50
	UNITED POWER (UNION REA)	00013	952402	337214	05/14/19	41.00
	UNITED POWER (UNION REA)	00013	952403	337214	05/14/19	16.50
	UNITED POWER (UNION REA)	00013	952404	337214	05/14/19	25.28
					Account Total	<u>1,180.44</u>
					Department Total	<u><u>1,180.44</u></u>

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

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURYLINK	00035	952515	337340	05/15/19	17.58
					Account Total	17.58
					Department Total	17.58

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

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	METALS TREATMENT TECHNOLOGIES	00025	952397	337213	05/14/19	1,910.00
					Account Total	<u>1,910.00</u>
	Retainages Payable					
	METALS TREATMENT TECHNOLOGIES	00025	952426	337240	05/14/19	19,185.50
	METALS TREATMENT TECHNOLOGIES	00025	952426	337240	05/14/19	7,032.00
					Account Total	<u>26,217.50</u>
					Department Total	<u><u>28,127.50</u></u>

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

<u>99600</u>	<u>WBC Admin Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURYLINK	00035	952515	337340	05/15/19	<u>38.20</u>
					Account Total	<u>38.20</u>
					Department Total	<u><u>38.20</u></u>

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

<u>99700</u>	<u>WIB Expenses</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURYLINK	00035	952515	337340	05/15/19	<u>31.23</u>
					Account Total	<u>31.23</u>
					Department Total	<u><u>31.23</u></u>

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

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	ANDUJAR PAOLA	00035	952493	337340	05/15/19	25.00
	BECERRA VILLALOBOS EFREN S	00035	952497	337340	05/15/19	50.00
	CLARK FELICIA M	00035	952499	337340	05/15/19	80.00
	ESPARZA ANAYIZ	00035	952504	337340	05/15/19	20.00
	HANSEN STEPHANIE N	00035	952506	337340	05/15/19	80.00
	HOLMES ELISIA M	00035	952507	337340	05/15/19	40.00
	LEATHERWOOD BRAYLEE L	00035	952508	337340	05/15/19	20.00
	LEYBA JANAE J	00035	952509	337340	05/15/19	40.00
	MENDOZA REYNA L	00035	952510	337340	05/15/19	40.00
	PERUTI ANAIAH	00035	952511	337340	05/15/19	20.00
	WOTTON LEONARD H	00035	952512	337340	05/15/19	40.00
					Account Total	455.00
					Department Total	455.00

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

**Grand Total**      3,487,779.52



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

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

**Tuesday  
May 21, 2019  
9:30 AM**

**1. ROLL CALL**

**Present:** 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio,  
and Commissioner Hodge

**Excused:** 1 - Commissioner Tedesco

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

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

**Aye:** 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and  
Commissioner Hodge

**4. AWARDS AND PRESENTATIONS**

**5. PUBLIC COMMENT**

**A. Citizen Communication**

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

**B. Elected Officials' Communication**



## 6. CONSENT CALENDAR

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

**Aye:** 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

- A.** List of Expenditures Under the Dates of May 6-10, 2019
- B.** Minutes of the Commissioners' Proceedings from May 14, 2019
- C.** Resolution Approving Development Agreement between Adams County and the Pipefitters Home Association  
(File approved by ELT)
- D.** Resolution Approving Modification of the Brighton Park Destination Playgrounds Open Space Sales Tax Grant  
(File approved by ELT)
- E.** Resolution Approving Application in Case #PLT2019-00006 Kamerra Final Plat  
(File approved by ELT)
- F.** Resolution Approving the Intergovernmental Agreement between Adams County and the Town of Bennett for Animal Shelter/Adoption Center Services  
(File approved by ELT)
- G.** Resolution Approving the Intergovernmental Agreement between Adams County and the State of Colorado Department of Transportation for Maintenance of Permanent Water Quality Facilities at the Engineer's Lake Trainhead Project  
(File approved by ELT)
- H.** Resolution Accepting Quitclaim Deed Conveying Property from Pipe Fitters Home Association to Adams County for the Dedication of Road Right-of-Way for Broadway Street  
(File approved by ELT)
- I.** Resolution Accepting a Permanent Drainage Easement from Pipe Fitters Home Association to Adams County for Storm Water Drainage Purposes  
(File approved by ELT)
- J.** Resolution Approving Grant of Easement to United Power for Power Service at the Riverdale Regional Park  
(File approved by ELT)

- K.** Resolution Approving Amendments to the Private Activity Bond Allocation Policy  
(File approved by ELT)
- L.** Resolution Approving an Agreement between Adams County and Lifelong Inc., for Life Skills Service  
(File approved by ELT)
- M.** Resolution Approving an Agreement between Adams County and The HOPE Initiative  
(File approved by ELT)
- N.** Resolution Approving an Agreement between Adams County and Tri-County Health Department for the Nurse Support Program for Early Childhood Services  
(File approved by ELT)
- O.** Resolution Approving an Agreement between Adams County and Lifelong Inc., for Child Mentoring Services  
(File approved by ELT)
- P.** Resolution Approving an Agreement between Adams County and Youth Advocate Programs Inc., for Child Mentoring Services  
(File approved by ELT)
- Q.** Resolution Approving an Agreement between Adams County and Maple Star Colorado for Structured Analysis Family Evaluation Services  
(File approved by ELT)
- R.** Resolution Approving an Agreement between Adams County and Devereux Cleo Wallace for Home Based Interventions  
(File approved by ELT)
- S.** Resolution Approving an Agreement between Adams County and Denver Area Youth Services for Home Based Interventions  
(File approved by ELT)
- T.** Resolution Approving an Agreement between Adams County and Griffith Centers for Children for Home Based Interventions  
(File approved by ELT)
- U.** Resolution Approving an Agreement between Adams County and Spanish Clinic for Domestic Violence Treatment Services  
(File approved by ELT)
- V.** Resolution Approving an Agreement between Adams County and Maple Star Colorado for Domestic Violence Treatment Services  
(File approved by ELT)

- W.** Resolution Approving an Agreement between Adams County and Lifelong Inc., for Domestic Violence Treatment Services  
(File approved by ELT)
- X.** Resolution Approving an Agreement between Adams County and Savio House for Youth Intervention Services  
(File approved by ELT)
- Y.** Resolution Approving an Agreement between Adams County and Maple Star Colorado for Youth Initiative Services  
(File approved by ELT)
- Z.** Resolution Approving an Agreement between Adams County and Lifelong Inc., for Youth Intervention Services  
(File approved by ELT)
- AA.** Resolution Approving an Agreement between Adams County and Family Tree Inc., for Youth Intervention Services  
(File approved by ELT)
- AB.** Resolution Approving an Agreement between Adams County and Maple Star Colorado for Removal Prevention Services  
(File approved by ELT)
- AC.** Resolution Approving an Agreement between Adams County and Lifelong Inc., for Removal Prevention Services  
(File approved by ELT)
- AD.** Resolution Approving an Agreement between Adams County and Spanish Clinic for Substance Abuse Treatment Services  
(File approved by ELT)
- AE.** Resolution Approving an Agreement between Adams County and Savio House for Substance Abuse Treatment Services  
(File approved by ELT)
- AF.** Resolution Approving an Agreement between Adams County and Lifelong Inc., for Substance Abuse Treatment Services  
(File approved by ELT)
- AG.** Resolution Approving an Agreement between Adams County and Addiction Research and Treatment Services for Substance Abuse Treatment Services  
(File approved by ELT)

- AH.** Resolution Approving an Agreement between Adams County and Geo Reentry Services for Substance Abuse Monitoring  
(File approved by ELT)
- AI.** Resolution Approving an Agreement between Adams County and Invervention Inc., for Substance Abuse Monitoring  
(File approved by ELT)
- AJ.** Resolution Approving an Agreement between Adams County and Central Visitation Program for Comprehensive Parenting Time Services  
(File approved by ELT)
- AK.** Resolution Approving an Agreement between Adams County and Griffith Center for Children for Comprehensive Parenting Time Services  
(File approved by ELT)
- AL.** Resolution Approving an Agreement between Adams County and Lifeling Inc., for Comprehensive Parenting Time Services  
(File approved by ELT)
- AM.** Resolution Approving an Agreement between Adams County and Shiloh Home Inc., for Comprehensive Parenting Time Services  
(File approved by ELT)
- AN.** Resolution Approving an Agreement between Adams County and Maple Star Colorado for Diligent Search Services  
(File approved by ELT)
- AO.** Resolution Approving an Agreement between Adams County and Shiloh Home Inc., for Family Team Meetings  
(File approved by ELT)
- AP.** Resolution Approving an Agreement between Adams County and Community Reach Center for Mental Health Services  
(File approved by ELT)
- AQ.** Resolution Approving an Agreement between Adams County and Lifelong Inc., for Mental Health Services  
(File approved by ELT)
- AR.** Resolution Approving an Agreement between Adams County and Maple Star Colorado for Mental Health Services  
(File approved by ELT)

- AS.** Resolution Approving an Agreement between Adams County and Lifelong Inc., for Home Based Interventions  
(File approved by ELT)
- AT.** Resolution Approving an Agreement between Adams County and Maple Star Colorado for Home Based Interventions  
(File approved by ELT)
- AU.** Resolution Approving an Agreement between Adams County and Savio House for Home Based Interventions  
(File approved by ELT)
- AV.** Resolution Approving an Agreement between Adams County and Shiloh Home Inc., for Home Based Interventions  
(File approved by ELT)
- AW.** Resolution Approving an Agreement between Adams County and Spanish Clinic for Home Based Interventions  
(File approved by ELT)
- AX.** Resolution Approving an Agreement between Adams County and Devereux Cleo Wallace for Sexual Abuse Treatment Services  
(File approved by ELT)
- AY.** Resolution Approving an Agreement between Adams County and Family Tree Inc., for Youth Intervention  
(File approved by ELT)
- AZ.** Resolution Approving an Agreement between Adams County and Shiloh Home Inc., for Sexual Abuse Treatment Services  
(File approved by ELT)
- BA.** Resolution Approving an Agreement between Adams County and Sexual Offense Resource Services LLC for Sexual Abuse Treatment Services  
(File approved by ELT)
- BB.** Resolution Approving an Agreement between Adams County and Savio House for Sexual Abuse Treatment Services  
(File approved by ELT)
- BC.** Resolution Approving an Agreement between Adams County and Progressive Therapy Systems for Sexual Abuse Treatment Services  
(File approved by ELT)

**BD.** Resolution Approving an Agreement between Adams County and Empowering Choices Therapy LLC for Sexual Abuse Treatment Services  
(File approved by ELT)

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

1. Resolution Authorizing Second Supplemental Appropriations to the 2019 Adams County Government Budget

(File approved by ELT)

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

**Aye:** 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

2. Resolution Approving an Agreement between Adams County and Vector Disease Control International, LLC for Mosquito Control Services

(File approved by ELT)

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

**Aye:** 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

3. Resolution Approving Amendment One to the Agreement between Adams County and Friends First, Inc., to provide Pregnancy Prevention Services for Temporary Assistance for Needy Families (TANF)

(File approved by ELT)

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

**Aye:** 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

4. Resolution Approving Amendment Two to the Agreement between Adams County and Tri-County Health Department to Provide Prenatal and Postnatal Education Programs, and Nurse Home Visits for Temporary Assistance for Needy Families (TANF)

(File approved by ELT)

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

**Aye:** 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

5. Resolution Approving an Agreement between Adams County and Hallmark, Inc., for the Rehabilitation of 88th Avenue Bridge Over Local Drainage, West of Manilla Road Project  
(File approved by ELT)

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

**Aye:** 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

## **B. COUNTY ATTORNEY**

8. **Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Noise Litigation**

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

**Aye:** 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

## **9. LAND USE HEARINGS**

### **A. Cases to be Heard**

1. RCU2018-00027 Pivot-Kamera Solar Conditional Use Permit  
(File approved by ELT)

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

**Aye:** 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

## **10. ADJOURNMENT**

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Major Subdivision, Final Plat for Comanche Vista Estates Subdivision, Filing 3
<b>FROM:</b> Bryan Ostler, Interim Community and Economic Development Director
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Comanche Vista Estates Subdivision, Filing 3 final plat and associated subdivision improvement agreement with 7 findings-of-fact and 1 note.

### **BACKGROUND:**

Mr. Kenneth Newby is requesting a major subdivision final plat to create five lots and a public street on 25 acres. The subject site is located approximately 4,000 feet northeast of the intersection of East 38<sup>th</sup> Avenue and Headlight Road. The surrounding properties are designated in the Agricultural-1 zone district (A-1) or the Comanche Vista Estates Planned Unit Development (PUD).

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 Comanche Vista Estates Planned Unit Development zone district.

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

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION APPROVING APPLICATION IN CASE #PLT2018-00035 COMANCHE  
VISTA ESTATES, FILING 3 FINAL PLAT**

WHEREAS, this case involved a Request for Final Plat to create five single-family residential lots on the following described property:

**APPROXIMATE LOCATION:** Approximately 4,000 feet north of the intersection of East 38<sup>h</sup> Avenue and Headlight Road (Parcel # 0181323200007)

**LEGAL DESCRIPTION:** The West Line Of The Northwest One-Quarter (The N.W. Cor. Is A 1” Diameter Capped Pipe and the W.1/4 Cor. Is A 2-1/2” Diameter Aluminum Cap, Schear, P.L.S. 18475) Of Section 23, Township 3 South, Range 62 West Of The Sixth Principal Meridian, County Of Adams, State Of Colorado, Bears, North 00°16'32" East, Per The Recorded Plat Of Comanche Vista Estates - Filing No. 2, Reception No. 2007000063279, Adams County Records. All Bearings Shown Hereon Are Relative Thereto.

WHEREAS, the Board of County Commissioners held a public hearing on the application on the 21<sup>st</sup> day of May, 2019; 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 this case 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:**

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.

**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.: PLT2018-00035  
CASE NAME: COMANCHE VISTA ESTATES, FILING 3**

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**EXHIBIT 2- Maps**

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use 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 (Colorado Parks & Wildlife)
- 4.5 Referral Comments (IREA)
- 4.6 Referral Comments (Strasburg Parks)
- 4.7 Referral Comments (Strasburg Fire)
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- 4.9 Referral Comments (Xcel Energy)

**EXHIBIT 5- Citizen Comments**

None

**EXHIBIT 6- Associated Case Materials**

- 6.1 Request for Comments
- 6.2 Referral Agency Labels



**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

**STAFF REPORT**

**Board of County Commissioners**

**May 21, 2019**

<b>CASE No.:PLT2018-00035</b>	<b>CASE NAME: Comanche Vista Estates Subdivision, Filing 3</b>
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Owner's Name:	Kenneth Newby
Applicant's Name:	Kenneth Newby
Applicant's Address:	P.O. Box 830, Bennett, CO 80102
Location of Requests:	4,000 feet north of the intersection of Headlight Road & East 38 <sup>th</sup> Avenue
Nature of Requests:	1) Major Subdivision Final Plat for 5 lots and; 2) Subdivision Improvements Agreement (SIA)
Zone District:	Planned Unit Development (PUD)
Site Size:	25 acres
Proposed Uses:	Single-Family Residential
Existing Use:	Vacant
Hearing Date(s):	<b>BoCC: May 21, 2019 / 9:30 a.m.</b>
Report Date:	May 3, 2019
Case Manager:	Greg Barnes
Staff Recommendation:	APPROVAL of the Final Plat and Subdivision Improvement Agreement with 7 Findings-of-Fact and 1 Note

On August 20, 2003, the Board of County Commissioners approved a Planned Unit Development (PUD-Comanche Vista Estates), a final development plan (FDP) on 307 acres, and a final plat (Filing # 1) on 10 acres of the 307-acre PUD. As part of the PUD, 217 acres of the property was reserved as a conservation easement.

On November 28, 2005, the Board of County Commissioners approved a final plat (Filing # 4) to create 6 lots on 31 acres of the previously approved 307-acre FDP.

On June 25, 2007, the Board of County Commissioners approved a final plat (Filing #2) to create 4 lots on 20.8 acres of the 307-acre FDP.

On November 14, 2017, the Board of County Commissioners approved a preliminary plat (Filing #3 of the PUD) to create five lots on 25.8 acres of the 307-acre FDP.

On July 17, 2018, the Board of County Commissioners approved a final plat (Filing #5 of the PUD) to create one lot on 5 acres of the 307-acre FDP.

<u>Filing #</u>	<u>No. of Approved Lots (Final Development Plan)</u>	<u>No of Approved Lots (Final Plat)</u>
1	2	2
2	4	4
3	5	0*
4	6	6
5	1	1

*\*The subject request will create these lots.*

## **SUMMARY OF APPLICATION**

### **Background:**

The applicant, Kenneth Newby, is requesting a major subdivision final plat (Filing # 3) to create five single-family lots within the approved 307-acre FDP. The proposed filing is consistent with the approved FDP, the purpose and intent of the PUD, and the approved preliminary plat. There are 18 lots approved within the FDP; however, only 13 lots have obtained approval of a final plat. Approval of this request will result in completion of the subdivision, for a total of 18 lots.

### **Site Characteristics:**

The subject site is located approximately 4,000 feet north of the intersection of East 38<sup>th</sup> Avenue and Headlight Road. The property is vacant. The subject site has access onto Headlight Road from the east. The proposed five-acre lots will all access a newly constructed cul-de-sac (East 46<sup>th</sup> Drive), which was also part of the approved development plan. Two sides of the proposed filing will be surrounded by a conservation easement.

### **Development Standards and Regulations Requirements:**

#### **Major Subdivision (Final Plat):**

Per Section 5-03-03 of the County’s Development Standards and Regulations, subdivision plats and lot dimensions are required to conform to requirements of the zone district in which the property is located. In addition, all lots created by a subdivision shall have access to a County maintained right-of-way. The minimum lot size required in the Comanche Vista Estates PUD is five acres. The proposed lots conform to the minimum lot size allowed in the PUD. In addition, the proposed lots will have access to County maintained rights-of-way.

Provisions of adequate water and sewer service are required for approval of a final plat. The applicant has demonstrated the ability to provide water and sewer services to serve the lots through individual well and septic systems. Per Section 5-04 of the County’s Development Standards and Regulations, public improvements may be required to be constructed with the

development of a subdivision. There are no public improvements required with the proposed plat. Sections 5-05-04 and 05-05-05 of the County’s Development Standards require land dedication to support new or expanded parks and schools. Cash-in-lieu, if deemed by the Board of County Commissioners to be appropriate, may be accepted for the land dedication. The applicant has provided \$819.63 as cash-in-lieu of the school district land dedication and \$230.30 for the parks land dedication.

**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 infrastructure in the proposed development are proposed to be public and constructed to local rural street standards.

**Future Land Use Designation:**

The future land use designation on the property is Parks & Open Space, likely as a result of the 217 acres of conservation easement on the surrounding land. Other lots in the subdivision are designated as estate residential. Per Chapter 5 of the County’s Comprehensive Plan, Parks & Open Space areas are intended to provide conservation areas for wildlife. The Estate Residential future land use areas are intended for rural residential development at a density of less than one dwelling unit per acre. As shown on the plat (see Exhibit 3.2), 217 acres of land surrounding the lots is reserved by conservation easement. The proposed final plat complies with the approved FDP and the County’s Comprehensive Plan.

**Surrounding Zoning Designations and Existing Use Activity:**

<p><b>Northwest</b> A-3 Vacant</p>	<p><b>North</b> PUD Conservation Easement</p>	<p><b>Northeast</b> PUD Conservation Easement</p>
<p><b>West</b> A-3 Vacant</p>	<p><b>Subject Property</b> PUD Single-Family Residential</p>	<p><b>East</b> PUD Conservation Easement</p>
<p><b>Southwest</b> A-3 Vacant</p>	<p><b>South</b> PUD Single-Family residential</p>	<p><b>Southeast</b> PUD Conservation Easement</p>

**Compatibility with the Surrounding Land Uses:**

The property to the north and east of the subject property are located within the Comanche Vista Estates PUD and is reserved as a conservation easement. The property to the south is located within the Comanche Vista Estates PUD and is used for single-family residential at the same density as the proposed plat. The property located to the west, across Headlight Road, is vacant and is designated with Agricultural-3 zoning. Per Section 3-10-01 of the County’s Development

Standards, the A-3 district is intended for expansive land holdings for dry land and irrigated farming and food production. The proposed request is consistent with the approved FDP and will be compatible with the surrounding properties.

**Staff Recommendations:**

**Based upon the application, the criteria for approval of a final plat, and a recent site visit, staff recommends approval of this request with 7 findings-of-fact and 1 note.**

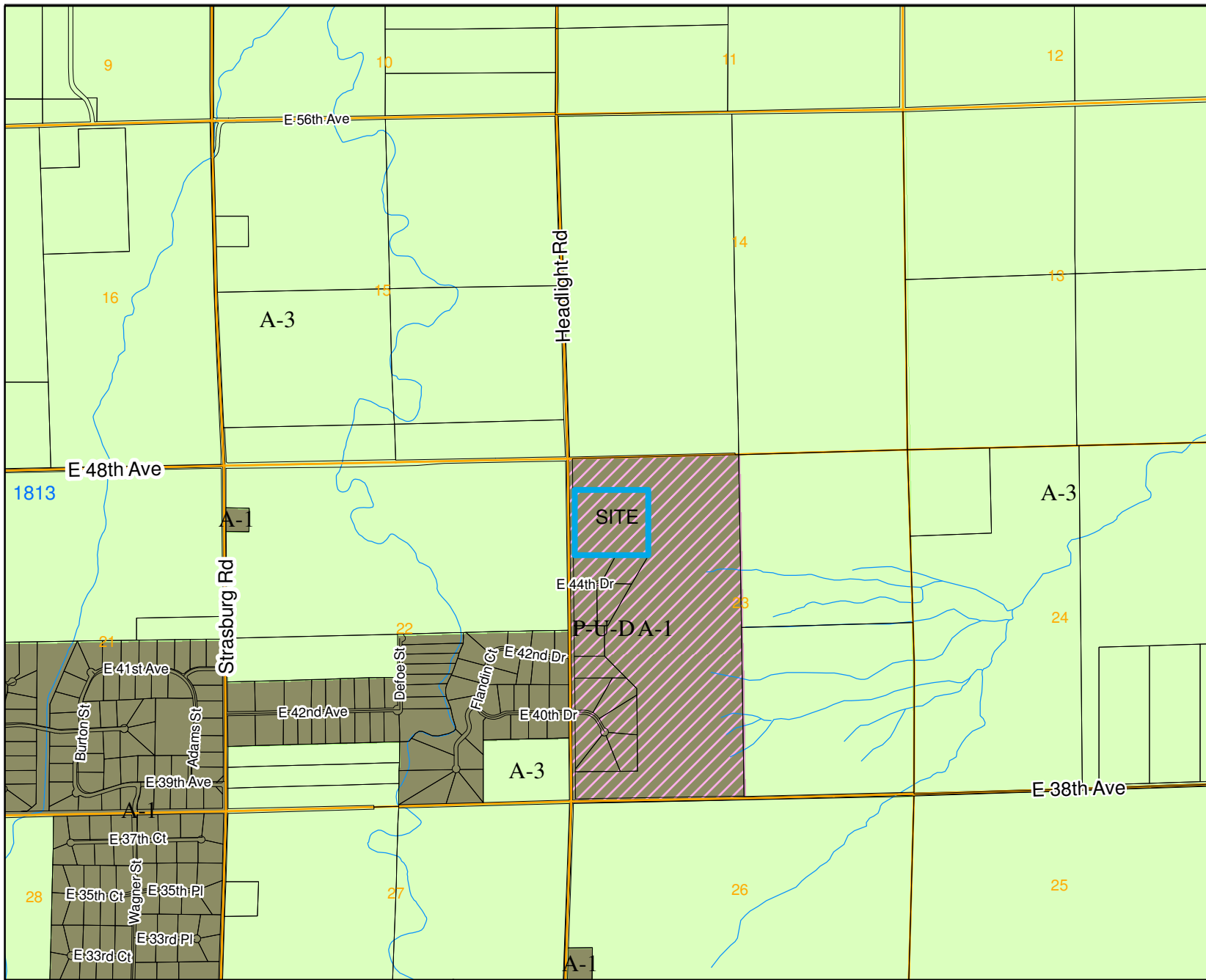
**RECOMMENDED FINDINGS-OF-FACT**

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 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.





**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)

**Comanche Vista Estates, Filing 3, Final Plat**

**PLT2018-00035**



For display purposes only.



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

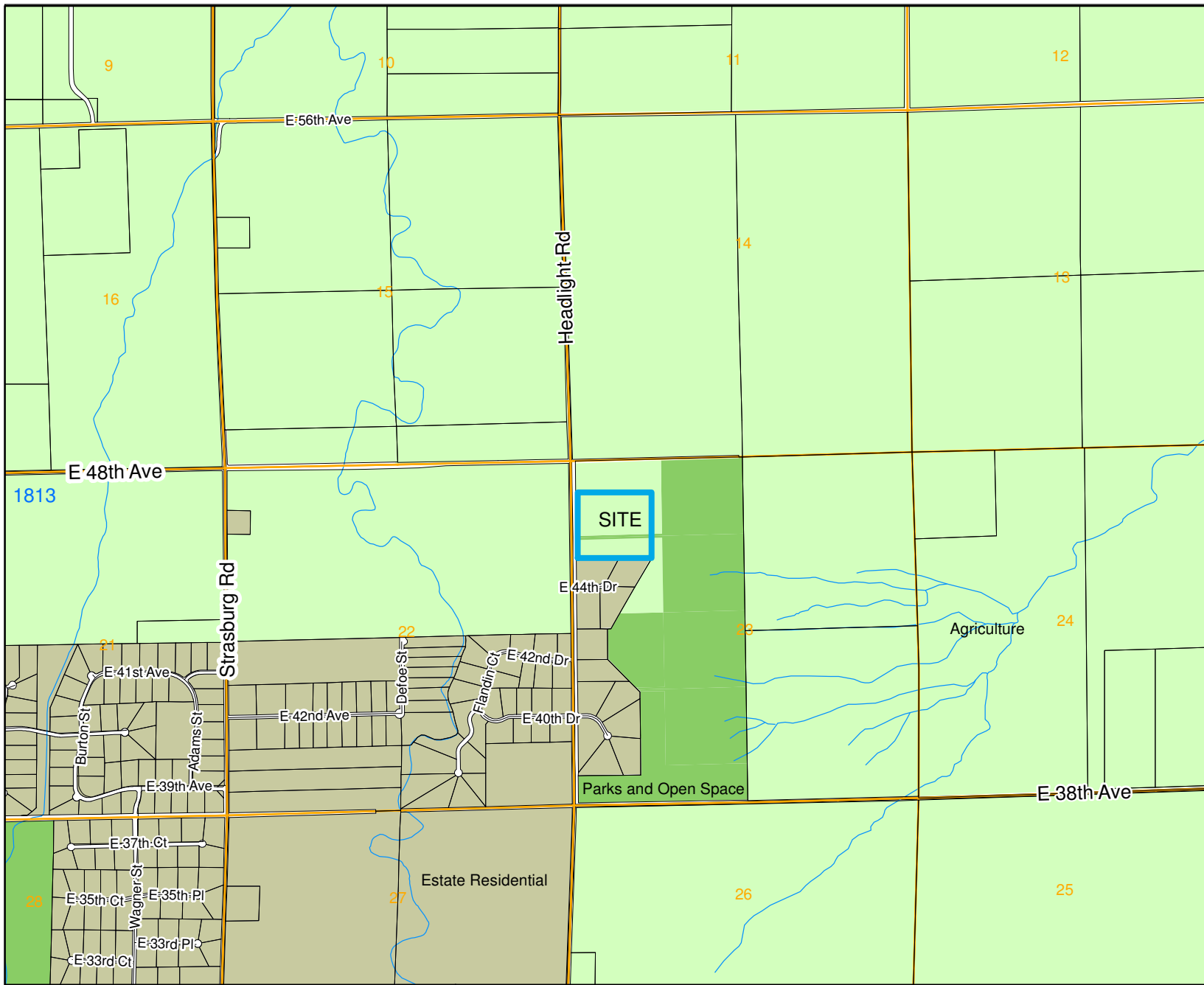
**Comanche Vista Estates, Filing 3, Final Plat**  
**PLT2018-00035**







For display purposes only.



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

**Comanche Vista Estates, Filing 3, Final Plat**

**PLT2018-00035**



For display purposes only.



**ADAMS COUNTY**  
COLORADO

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## **Comanche Vista Estates PUD– Filing No. 3 Final Plat**

### **Item 3. Written Explanation of the Project**

The purpose of this project is to complete the application and filing for the Final Plat, Filing No. 3 of Comanche Vista Estates Planned Unit Development (PUD), originally certified by the Adams County Clerk and Recorder on August 27, 2003. The Preliminary Plat for Filing 3 was approved and recorded November 20, 2017.

The PUD was approved for development to allow 17-5+ acre lots and 1-future 5+ acre unsubdivided homesite that could be platted later. Filing No. 1, 2 and 4 final plats were approved between 2003 and 2007, along with an Agricultural Reserve of approximately 216.625 acres. The Homesite Plat (Filing 5) was approved July 17, 2018.

Filing No. 3 is north of Filing No. 2 and involves 5 lots and an internal roadway to be known as E. 46<sup>th</sup> Drive. No construction is required on Headlight Mile Road for any of the filings, as instead the County is collecting a \$2,500/lot fee to help off-set the County for paving Headlight Mile Road in the future. The road construction plans were filed and approved with the original filings. Updated road plans are included in the Engineering Review package (Section 16 of this submittal). The PUD Final Development Plan is attached for reference regarding approved fees.

The proposed water supply plan is for all lots to be served by individual wells into the Laramie-Fox Hill aquifer. Sewer service will be individual on-site sewage disposal systems. Utilities are served by Intermountain Rural Electric Association (IREA) (electric) and Eastern Colorado Utility Company (gas). Also included in Section 11 is a letter from the ADCO Public Works Director from the 2003 PUD approval noting the approval of above-ground utility service.

The Subdivision Improvement Agreement (SIA) is included with this submission along with the engineer's cost estimate.

Updated engineering plans, including drainage and roads were submitted to the lead engineer on June 15, 2018. An additional hard copy is included with this submittal. A copy of the drainage plan and traffic study are also included with this package.

The approved Comanche Vista Estates PUD Final Development Plan is included for reference following this project explanation to address maintenance plans. In addition, Page one of the Final Plat notes include the following maintenance reference:

The policy of the county requires that maintenance access be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owners shall be responsible for the maintenance of all the drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their lands unless modified by Subdivision Development Agreement. Should the owner fail to adequately maintain said facilities the county shall have the right to enter said land for the sole purpose of operations and maintenance. All such maintenance costs will be assessed to the property owner.

# COMANCHE VISTA ESTATES - FILING NO. 3

A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. CASE NO: \_\_\_\_\_

SHEET 1 OF 2  
VICINITY MAP

**DEDICATION:**

KNOW ALL MEN BY THESE PRESENTS THAT KENNETH W. NEWBY, BEING THE OWNER OF THAT PART OF THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER: THENCE N00°16'32"E ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 1,144.63 FEET; THENCE S89°43'28"E AT RIGHT ANGLES FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF COMANCHE VISTA ESTATES - FILING NO. 2, BEING THE POINT OF BEGINNING; THENCE N00°16'32"E PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 1,000.00 FEET; THENCE S89°43'28"E AT RIGHT ANGLES FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 1125.00 FEET; THENCE S00°16'32"W PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 997.07 FEET TO THE NORTHEAST CORNER OF SAID COMANCHE VISTA ESTATES - FILING NO. 2; THENCE S89°55'04"W ALONG THE NORTH LINE OF SAID COMANCHE VISTA ESTATES - FILING NO. 2, A DISTANCE OF 469.33 FEET; THENCE N89°43'28"W ALONG SAID NORTH LINE, A DISTANCE OF 655.68 FEET TO THE POINT OF BEGINNING.  
CONTAINS 25.811 ACRES, MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT INTO LOTS, STREETS AND EASEMENT UNDER THE NAME AND STYLE OF COMANCHE VISTA ESTATES - FILING NO. 3, AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, ALL STREETS, AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT, FOREVER, AND ALSO RESERVE THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THIS PLAT, FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, TELEPHONE LINES, SEWER LINES, WATER LINES; TOGETHER WITH A RIGHT TO TRIM INTERFERING TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
KENNETH W. NEWBY

**ACKNOWLEDGEMENT:**

STATE OF COLORADO )  
COUNTY OF ADAMS )

THE FOREGOING WAS ACKNOWLEDGED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY KENNETH W. NEWBY.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_  
MY ADDRESS IS: \_\_\_\_\_

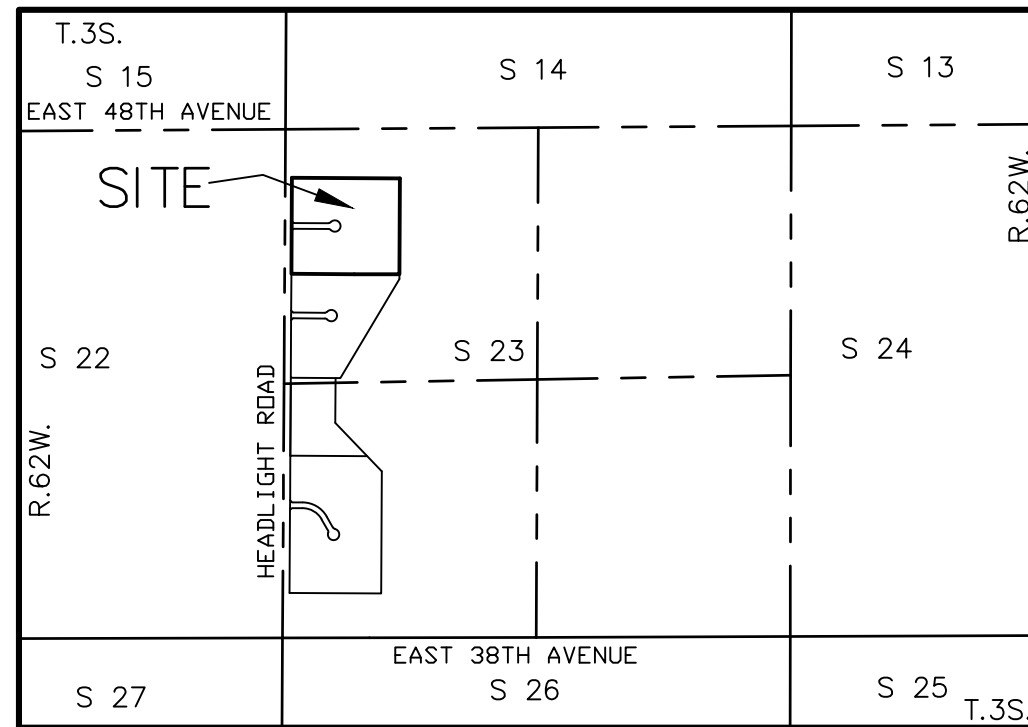
**BASIS FOR BEARINGS:**

THE WEST LINE OF THE NORTHWEST ONE-QUARTER (THE N.W. COR. IS A 1" DIAMETER CAPPED PIPE AND THE W.1/4 COR. IS A 2-1/2" DIAMETER ALUMINUM CAP, SCHEAR, P.L.S. 18475) OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEARS, NORTH 00°16'32" EAST, PER THE RECORDED PLAT OF COMANCHE VISTA ESTATES - FILING NO. 2, RECEPTION NO. 2007000063279, ADAMS COUNTY RECORDS. ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

**NOTICE:**

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

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY R.W. BAYER & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREIN TO DETERMINE OWNERSHIP OF THE TRACT OF LAND, COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJACENT TRACTS OF LAND OR RIGHTS-OF-WAY, EASEMENTS OR ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND. R.W. BAYER & ASSOCIATES, INC. HAS RELIED UPON TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE COMPANY, REPORT NO. 592-F0575114-152-SKA, AMENDMENT NO. 1, EFFECTIVE DATE JULY 31, 2018 AT 7:00 A.M., THIS PARCEL SUBJECT TO THE EXCEPTIONS CONTAINED UNDER SCHEDULE B - SECTION 2.



**PLAT NOTES:**

TWENTY-FOOT (20') WIDE DRY UTILITY AND DRAINAGE EASEMENTS ADJOINING THE PERIMETER OF THIS SUBDIVISION; TEN-FOOT (10') WIDE DRY UTILITY AND DRAINAGE EASEMENTS ADJOINING THE PERIMETER OF EAST 46TH DRIVE; AND TEN-FOOT (10') WIDE, FIVE-FOOT (5') ON EACH SIDE OF ALL INTERIOR LOT LINES ARE HEREBY GRANTED ON PRIVATE PROPERTY. SAID EASEMENTS AND THEIR WIDTH ARE INDICATED ON SHEET 2 OF 2 OF THIS PLAT. THESE EASEMENTS ARE GRANTED FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION CABLE, AND TELECOMMUNICATIONS FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID EASEMENTS. ADDITIONALLY, THESE UTILITY AND DRAINAGE EASEMENTS ARE GRANTED FOR DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS.

THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

**SOIL CONDITION NOTE:**

SOILS ON LOTS CAN BE EXPECTED TO HAVE A HIGH SHRINK-SWELL POTENTIAL, AND FOUNDATIONS SHOULD BE DESIGNED TO MINIMIZE DAMAGE TO STRUCTURES FROM DIFFERENTIAL FOUNDATION MOVEMENT. ENGINEERED SEWAGE DISPOSAL SYSTEMS MAY BE REQUIRED. GROUNDWATER LEVELS ARE NOT EXPECTED TO BE HIGH ENOUGH TO AFFECT FOUNDATIONS, HOWEVER THERE IS A POSSABILITY OF SEEPAGE FROM PERCHED GROUNDWATER, IF AREAS AROUND FOUNDATIONS ARE EXCESSIVE IRRIGATED.

**ONSITE WATER SYSTEMS:**

LOTS WITHIN COMANCHE VISTA ESTATES ARE SERVED BY ONSITE WASTEWATER SYSTEMS (OWS). TRI-COUNTY HEALTH DEPARTMENT REQUIRES THAT SEPTIC TANKS BE PUMPED AND INSPECTED EVERY FOUR YEARS. EACH PROPERTY OWNER SHALL HAVE HIS SEPTIC TANK PUMPED AND INSPECTED BY A SYSTEMS CLEANER, LICENCED BY TRI-COUNTY HEALTH DEPARTMENT AT LEAST EVERY FOUR YEARS, AND SHALL SUBMIT A RECEIPT INDICATING THAT THE SEPTIC SYSTEM HAS BEEN PUMPED AND INSPECTED TO THE TRI-COUNTY HEALTH DEPARTMENT, COMMERCE CITY OFFICE. IN ADDITION TO PUMPING THE, OWS HAVE OTHER MAINTENANCE AND USE REQUIREMENTS THAT CAN PREVENT FAILURE OF THE SYSTEM. THE TRI-COUNTY HEALTH DEPARTMENTS "SEPTIC SYSTEM GUIDELINES AND RECORDS" HAS BEEN PREPARED TO EDUCATE AND ADVISE OWNERS OF OWS ABOUT USE AND MAINTENANCE THEIR OWS. PROPERTY OWNERS CAN OBTAIN COPIES OF THE GUIDE, AS WELL AS ADDITIONAL INFORMATION ABOUT OWS FROM TRI-COUNTY HEALTH DEPARTMENT'S COMMERCE CITY OFFICE.

**SURVEYOR'S CERTIFICATE:**

I, RAYMOND W. BAYER, A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HERBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES OR OTHER EASEMENTS IN EVIDENCE OR KNOW BY ME TO EXIST ON OR ACROSS THE HEREINBEFORE DESCRIBED PROPERTY, EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.

\_\_\_\_\_  
RAYMOND W. BAYER,  
REG P.L.S. NO. 6973

**PLANNING COMMISSION APPROVAL:**

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CHAIR

**BOARD OF COUNTY COMMISSIONERS APPROVAL:**

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CHAIR

**CERTIFICATE OF CLERK AND RECORDER**

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT \_\_\_\_\_:\_\_\_\_\_. M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

By: \_\_\_\_\_ DEPUTY \_\_\_\_\_ COUNTY CLERK AND RECORDER

**Prepared By:**

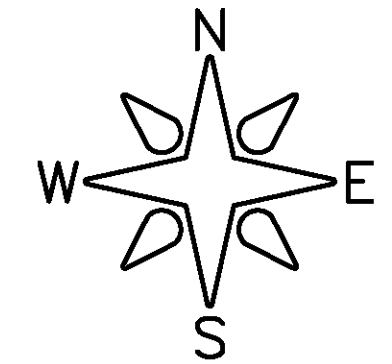
R. W. BAYER & ASSOCIATES, INC.  
2090 East 104th Avenue, S-200  
Thornton, Colorado 80233  
303-452-4433 rwb@surveying@hotmail.com  
CAD FILE: N17016D/N17016D.DWG

Date Prepared: FEBRUARY 08, 2017

RECEPTION NO: \_\_\_\_\_

# COMANCHE VISTA ESTATES - FILING NO. 3

A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. CASE NO: .  
SHEET 2 OF 2

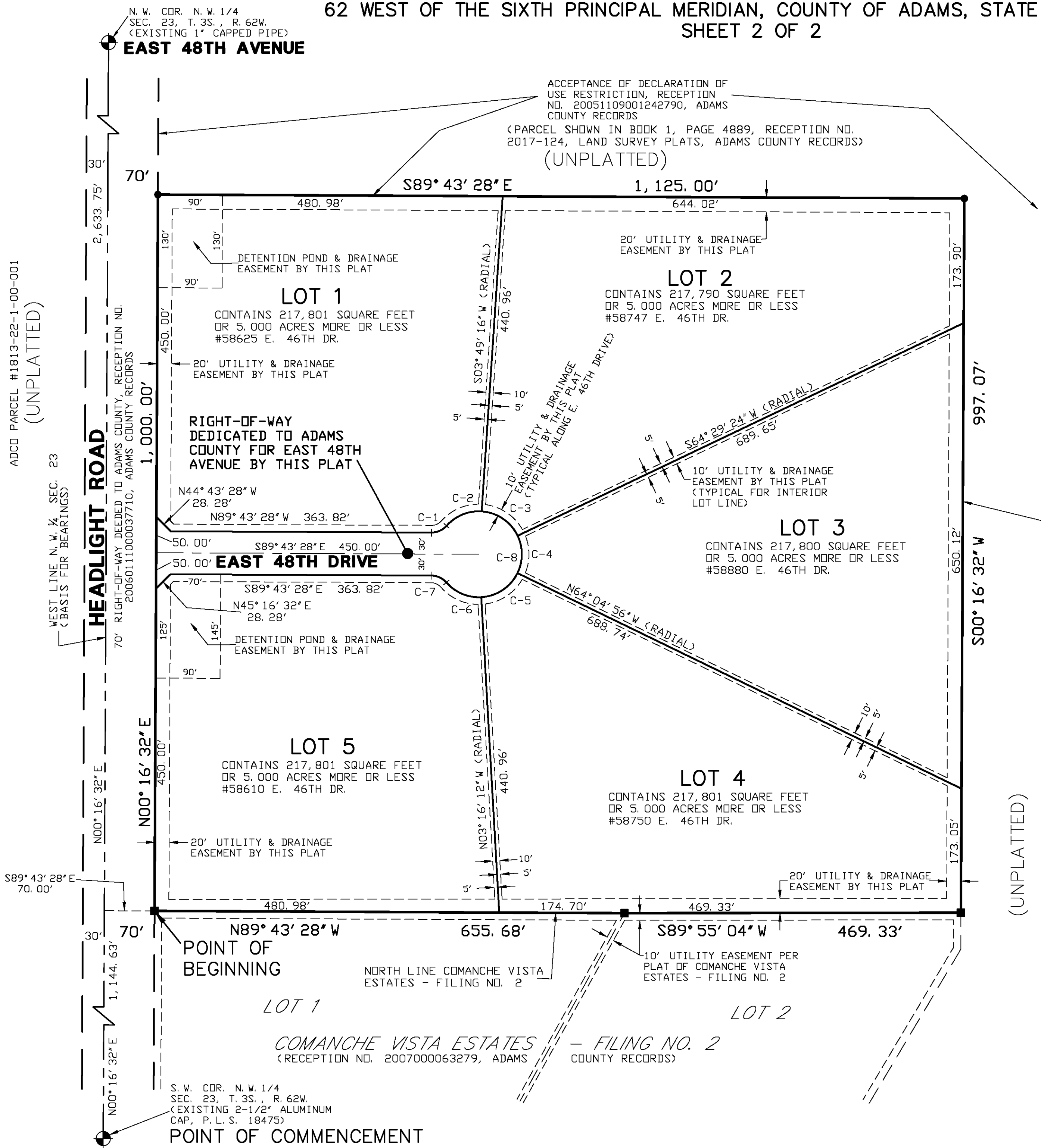


SCALE: 1"=100'

## LEGEND

- DENOTES: SET #5 REBAR & CAP, BAYER - P. L. S. 6973, FLUSH W/GROUND
- DENOTES: FOUND #4 REBAR & CAP, GREEN - P. L. S. 29766, FLUSH W/GROUND

CURVE		CURVE CHART			CHORD	
#	RADIUS	LENGTH	DELTA	BEARING	BEARING	DISTANCE
C-1	28.00'	23.83'	48°46'10"	S65°53'27"W		23.12'
C-2	60.00'	54.78'	52°18'54"	S67°39'49"W		52.90'
C-3	60.00'	63.53'	60°40'08"	N55°50'40"W		60.61'
C-4	60.00'	53.86'	51°25'41"	N00°12'14"E		52.07'
C-5	60.00'	63.68'	60°48'44"	N56°19'26"E		60.74'
C-6	60.00'	54.78'	52°18'54"	S67°06'45"E		52.90'
C-7	28.00'	23.83'	48°46'10"	S65°06'45"E		23.12'
C-8	60.00'	290.64'	277°32'20"	S00°16'32"W		79.09'



(UNPLATTED)  
ACCEPTANCE OF DECLARATION OF USE RESTRICTION, RECEPTION NO. 20051109001242790, ADAMS COUNTY RECORDS  
(PARCEL SHOWN IN BOOK 1, PAGE 4889, RECEPTION NO. 2017-124, LAND SURVEY PLATS, ADAMS COUNTY RECORDS)

Prepared By:  
R. W. BAYER & ASSOCIATES, INC.  
2090 East 104th Avenue, S-200  
Thornton, Colorado 80233  
303-452-4433 rwbysurveying@hotmail.com  
CAD FILE: N17016D/N17016E.DWG  
Date Prepared: FEBRUARY 08, 2017

ADCO PARCEL #1813-22-1-00-001  
(UNPLATTED)

WEST LINE N. W. ¼ SEC. 23  
(BASIS FOR BEARINGS)

HEADLIGHT ROAD

70' RIGHT-OF-WAY DECEDED TO ADAMS COUNTY, RECEPTION NO. 20060111000037710, ADAMS COUNTY RECORDS

RIGHT-OF-WAY DEDICATED TO ADAMS COUNTY FOR EAST 48TH AVENUE BY THIS PLAT

COMANCHE VISTA ESTATES - FILING NO. 2  
(RECEPTION NO. 2007000063279, ADAMS COUNTY RECORDS)

S. W. COR. N. W. ¼  
SEC. 23, T. 3S., R. 62W.  
(EXISTING 2-1/2" ALUMINUM CAP, P. L. S. 18475)

N. W. COR. N. W. ¼  
SEC. 23, T. 3S., R. 62W.  
(EXISTING 1" CAPPED PIPE)

EAST 48TH AVENUE

## SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Kenneth W. Newby, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension greater than 180 days shall only be approved by the Board of County Commissioners. All extensions of time shall be granted in written form only.
5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$169,918.75, 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 Director of Public Works in accordance with Section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

6. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due

diligence to make the same, the County may make such repairs or replacements at the Developer’s expense. In the case of an emergency such written notice may be waived.

7. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit “A” attached hereto.

8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

Completion of Filing 3 on-site improvements for Comanche Vista Estates PUD shall include:

- Construction of East 46<sup>th</sup> Drive.
- Construction of Lot 1 Detention / WQCV Pond.
- Construction of Lot 5 Detention / WQCV Pond No. 2
- Construction of Headlight Road Borrow Ditch Realignment and East 46<sup>th</sup> Drive Culvert.

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 time schedule as indicated in Exhibit “B”.

B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

All remaining rights-of-way and associated land for other public purposes are dedicated and conveyed to the County by warranty deed with the recording of the Final Plat for Filing 3 and for the final PUD recorded in the Office of the Adams County Clerk and Recorder in the State of Colorado on the 27<sup>th</sup> day of August, 2003 (Reception No. C1200349) as well as the Declaration of use restrictions for the Agricultural Reserve recording in the Office of the Adams County Clerk and Recorder in the State of Colorado on the (9<sup>th</sup> day of November, 2005 (Recording No. 20041109001242790).

Kenneth W. Newby  
Developer

By: \_\_\_\_\_  
Kenneth W. Newby, Owner

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public



APPROVED BY resolution at the meeting of \_\_\_\_\_, 20\_\_.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \_\_\_\_\_. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

**EXHIBIT A**

**Legal Description:**

Commencing at the southwest corner of said northwest one-quarter: thence N00°16'32"E along the west line of said northwest one-quarter, a distance of 1144.63 feet; thence S89°43'28"E at right angles from the last described course, a distance of 70.00 feet to the northwest corner of Comanche Vista Estates – Filing No. 2, being the point of beginning; thence N00°16'32"E parallel with the west line of said northwest one-quarter, a distance of 1000.00 feet; thence S89°43'28"E at right angles from the last described course, a distance of 1125.00 feet, thence S00°16'32"W parallel with the west line of said northwest one-quarter, a distance of 997.07 feet to the northeast corner of said Comanche Vista Estates – Filing No. 2; thence S89°55'04"W along the north line of said Comanche Vista Estates – Filing No. 2, a distance of 469.33'; thence N89°43'28"W along said north line, a distance of 655.68 feet to the point of beginning. Contains 25.811 acres more or less.

**EXHIBIT B**

**Public Improvements:**

<u>Description</u>	<u>Est. Quantity</u>	<u>Est. Unit Cost</u>	<u>Est. Construct. Cost</u>
See attachment (Site Improvement Agreement Cost Estimate)			

**Construction Completion Date:**

Initials or signature of Developer: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B  
CCWRE LLC**

**Site Improvement Agreement Cost Estimate  
DRAINAGE AND ROAD CONSTRUCTION  
Comanche View Estates Filing 3  
prepared 14 June, 2018**

Item Number	Item	Unit	Quantity	Unit Cost (\$)	Total Cost (\$)
201	CLEARING AND GRUBBING	LS	1	200.00	200.00
202	EARTHEN SWALES ALONG LOT LINES	LF	1830	2.00	3,660.00
202	DETENTION/WQCV PONDS EXCAVATION AND EMBANKMENT	CY	3000	4.50	13,500.00
202	HEADLIGHT ROAD BORROW DITCH REALIGNMENT	L.S.	1	2,000.00	2,000.00
202	TOPSOIL REMOVAL - E 46TH DRIVE, PONDS, SWALES, DITCHES	SY	6600	1.00	6,600.00
203	EAST 46TH DRIVE GRADING AND BORROW DITCHES	SY	3,700	5.00	18,500.00
212	EAST 46TH DRIVE SUBGRADE COMPACTION	SY	2,200	5.00	11,000.00
304	AGGREGATE BASE COURSE (CLASS 6) on SHOULDERS AND JOIN HEADLIGHT ROAD	TON	330	20.00	6,600.00
403	HOT BITUMINOUS PAVEMENT (GRADING S) (ASPHALT) (75) (PG-64-22)	TON	495	90.00	44,550.00
601	CLASS B REINFORCED CONCRETE OUTLET STRUCTURES INCLUDING FURNISH AND INSTALL METAL FIXTURES	EACH	2	2,000.00	4,000.00
506	RIPRAP TYPE L (9 inch) - PADS AT PIPE INLETS/OUTLETS	TON	220	50.00	11,000.00
603	18" CORRUGATED LINED HDPE PIPE - OUTLETS AND DITCH INLETS	LIN. FT.	70	15.00	1,050.00
603	24" CORRUGATED LINED HDPE 46TH DRIVE CULVERT	LIN. FT.	331	25.00	8,275.00
603	18" CORRUGATED HDPE OUTLET PIPE FLARED END SECTIONS	EACH	6	150.00	900.00
609	24" CORRUGATED HDPE 46TH DRIVE CULVERT FLARED END SECTION	EACH	2	200.00	400.00
625	CONSTRUCTION SURVEYING	L.S.	1	2,200.00	2,200.00
626	MOBILIZATION	L.S.	1	1,500.00	1,500.00
630	STRIPING AND SIGNAGE (BY COUNTY)				0.00

<b>Total</b>	135,935.00
<b>Adams County Review Fee @ 20%</b>	27,187.00
<b>Total Estimated Construction Cost</b>	163,122.00
<b>Add 5% per SIA</b>	6,756.75
	169,918.75

**Note:** This engineers estimate is provided only to provide an estimate of construction costs to the owner for budgeting purposes. Actual prices bid may vary from this estimate.

CCWRE LLC

Quantities  
**DRAINAGE AND ROAD CONSTRUCTION**  
 Comanche View Estates Filing 3  
 24 May, 2018

Item Number	Item	Unit	Quantity	Unit Cost (\$)	Total Cost (\$)
201	CLEARING AND GRUBBING	L.S.	1	2,000.00	2,000.00
202		L.S.	1	2,000.00	2,000.00
202		L.S.	1	500.00	500.00
202		L.S.	1	500.00	500.00
202		L.S.	1	500.00	500.00
202		L.S.	1	500.00	500.00
203	EMBANKMENT MATERIAL (CIP)	CU. YD.	5,660	5.00	28,300.00
212	SEEDING, FERTILIZER AND SODDING	L.S.	1	500.00	500.00
216	SOIL RETENTION COVERING	L.S.	1	500.00	500.00
304	AGGREGATE BASE COURSE (CLASS 6)	TON	14,300	8.00	114,400.00
304	AGGREGATE BASE COURSE (CLASS 1)	TON	1,150	8.00	9,200.00
403	HOT BITUMINOUS PAVEMENT (GRADING S) (ASPHALT) (75) (PG-64-22)	TON	7,140	34.00	242,760.00
411	EMULSIFIED ASPHALT (CSS-1H) (TACK COAT)	GAL.	2330	2.00	4,660.00
506	RIPRAP (9 INCH)	TON	49	70.00	3,430.00
603	18" CORRUGATED HDPE OUTLET PIPE	LIN. FT.	35	26.00	910.00
603	24" CORRUGATED HDPE 46TH DRIVE CULVERT	LIN. FT.	331	47.00	15,557.00
603	18-IN REINFORCED CONCRETE PIPE CLASS IV (2000D)	LIN. FT.	84	34.00	2,856.00
609	CONCRETE GUTTER TYPE 2	LIN. FT.	500	15.00	7,500.00
620	SANITARY FACILITY	EACH	1	2,000.00	2,000.00
625	CONSTRUCTION SURVEYING	L.S.	1	4,500.00	4,500.00
626	MOBILIZATION	L.S.	1	10,000.00	10,000.00
630	TRAFFIC CONTROL SIGNS (TYPE A)	EACH	4	50.00	200.00
630	TRAFFIC CONTROL SIGNS (TYPE B)	EACH	8	100.00	800.00
630	TRAFFIC CONTROL (OTHER)	L.S.	1	2,000.00	2,000.00

<b>Total</b>	456,073.00
<b>Contingencies @ 15%</b>	68,410.95
<b>Total Estimated Construction Cost</b>	524,483.95

**Note:** This engineers estimate is provided only to provide an estimate of construction costs to the owner for budgeting purposes. Actual prices bid may vary from this estimate.

CCWRE LLC

ESTIMATED UNIT PRICES  
DRAINAGE AND ROAD CONSTRUCTION  
Comanche View Estates Filing 3  
4 June, 2018

Item Number	Item	Unit	Quantity	Unit Cost (\$)
201	CLEARING AND GRUBBING	LS	1	200.00
202	EARTHEN SWALES ALONG LOT LINES	LF	1830	2.00
202	DETENTION/WQCV PONDS EXCAVATION AND EMBANKMENT	CY	3000	4.50
202	HEADLIGHT ROAD BORROW DITCH REALIGNMENT	L.S.	1	2,000.00
202	TOPSOIL REMOVAL - E 46TH DRIVE, PONDS, SWALES, DITCHES	SY	6600	1.00
203	EAST 46TH DRIVE GRADING AND BORROW DITCHES	SY	3,700	5.00
212	EAST 46TH DRIVE SUBGRADE COMPACTION	SY	2,200	5.00
304	AGGREGATE BASE COURSE (CLASS 6) on SHOULDERS AND JOIN HEADLIGHT ROAD	TON	330	20.00
403	HOT BITUMINOUS PAVEMENT (GRADING S) (ASPHALT) (75) (PG-64-22)	TON	495	90.00
601	CLASS B REINFORCED CONCRETE OUTLET STRUCTURES INCLUDING FURNISH AND INSTALL METAL FIXTURES	EACH	2	2,000.00
506	RIPRAP TYPE L (9 inch)	TON	220	55.00
603	18" CORRUGATED LINED HDPE PIPE - OUTLETS AND DITCH INLETS	LIN. FT.	70	15.00
603	24" CORRUGATED LINED HDPE 46TH DRIVE CULVERT	LIN. FT.	331	25.00
603	18" CORRUGATED HDPE OUTLET PIPE FLARED END SECTIONS	EACH	6	150.00
609	24" CORRUGATED HDPE 46TH DRIVE CULVERT FLARED END SECTION	EACH	2	200.00
625	CONSTRUCTION SURVEYING	L.S.	1	2,200.00
626	MOBILIZATION	L.S.	1	1,500.00

NOTES

Disced farmland - probably none required

Grader work - one or two passes

4,000 cf ea. X 2 /27 = 3,000 cy

((550' X 60')+(2 X 90' X 145')) = 6.600 SY

550' X 60' =3,666

550' X 36' = 19800 SF

8' X 2 X 0.5' X 550' = 4,400 CF = 330T

550' X 24' X 0.5' = 6,600 CF = 495T

8 x 5' x 5' x 2' = 400cf = 220T

**Total**  
**Contingencies @ 15%**  
**Total Estimated Construction Cost**

**Note:** This engineers estimate is provided only to provide an estimate of construction costs to the owner for budgeting purposes. Actual prices bid may vary from this estimate.

Community & Economic  
Development Department  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000  
Brighton, CO 80601-8204  
PHONE 720.523.6800  
FAX 720.523.6998

## **Development Review Team Comments**

**Date:** 9/20/2018

**Project Number:** PLT2018-00035

**Project Name:** Comanche Vista Estates, Filing 3, 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 final plat application. The Development Review Team review comments may change if you provide different information during the resubmittal. Please contact the case manager if you have any questions:

---

**Commenting Division:** Development Engineering Review

**Name of Reviewer:** Matthew Emmens

**Date:** 09/19/2018

**Email:** memmens@adcogov.org

**Complete**

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0740H& 08001C0743H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

ENG2: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is not within the County's MS4 Stormwater Permit area. The installation of erosion and sediment control BMPs are expected.

ENG3: Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, two (2) copies of all construction documents. The development review fee for an Engineering Review is dependent on the type of project and/or the size of the project. The Development Review fee can be found in the Development Services Fee Schedule, located on the following web page: <http://www.adcogov.org/one-stop-customer-center>.

Construction have been preliminarily approved for this site.

ENG4: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of constructing east half of Headlight Rd to County standards for a rural roadway.

ENG5: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

ENG6: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

ENG7: The developer is responsible for the repair or replacement of any broken or damaged County infrastructure damaged during construction.

---

**Commenting Division:** Addressing Review

**Name of Reviewer:** Marissa Hillje

**Date:** 09/19/2018

**Email:** mhillje@adcogov.org

**Complete**

addresses assigned on plat

---

**Commenting Division:** ROW Review

**Name of Reviewer:** Marissa Hillje

**Date:** 09/19/2018

**Email:** mhillje@adcogov.org

**Resubmittal Required**

ROW1.Add notes to the first page of plat. See redlines

ROW2.Add case #

ROW3.Revise street name. See redlines

ROW4.See all other redlines on plat attached.

---

**Commenting Division:** Planner Review

**Name of Reviewer:** Greg Barnes

**Date:** 09/19/2018

**Email:** gjbarnes@adcogov.org

**Resubmittal Required**

PLN01: The final plat is consistent with the approved preliminary plat.

PLN02: Collateral will need to be secured for approval of the associated plat and SIA. Based on the comments provided from other reviewers, the SIA will need to be resubmitted.

PLN03: Public Land Dedication is a requirement of plat approval. Based on my calculation, the creation of five lots will generate a cash-in-lieu payment of \$819.63 for the school district and \$230.30 for regional parks.



## Greg Barnes

---

**From:** Laura Garcia  
**Sent:** Friday, August 31, 2018 9:11 AM  
**To:** Greg Barnes  
**Subject:** RE: For Review: Comanche Vista Estates, Filing 3, SIA (PLT2018-00035)

Hi Greg,

I cannot comment on this SIA until I get some clarification.

I see 3 pages of construction cost. The first one is the one they are using for the collateral amount. It's not clear to me which one to use to do the calculation for the collateral.

Also I need an estimated completion date to calculate the 5% inflation cost.

Thanks and have a great day.



### Laura Garcia

Senior Accountant, *Finance*

4430 South Adams County Parkway, 4th floor, Suite C4228

Brighton, CO 80601

720.523.6239 | [Lgarcia@adcogov.org](mailto:Lgarcia@adcogov.org) | [adcogov.org](http://adcogov.org)

---

**From:** Greg Barnes  
**Sent:** Wednesday, August 29, 2018 10:48 AM  
**To:** Christine Fitch; Laura Garcia; Matthew Emmens; Justin Blair; Marissa Hillje; Aaron Clark  
**Subject:** For Review: Comanche Vista Estates, Filing 3, SIA (PLT2018-00035)

The attached SIA is ready for review. I will need comments no later than 09/19/2018. Thanks!



### 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](mailto:gjbarnes@adcogov.org)

[adcogov.org](http://adcogov.org)

## Greg Barnes

---

**From:** Liz Vasquez  
**Sent:** Wednesday, August 29, 2018 4:09 PM  
**To:** Greg Barnes  
**Cc:** Brigitte Grimm  
**Subject:** Comanche Vista Estates, Filing 3, Final Plat (PLT2018-00035)

Good afternoon Greg,

Case Name: Comanche Vistas Estates, Filing 3, Final Plat  
Case Number: PLT2018-00035  
Parcel #: 0181323200006

The above mentioned parcel is paid in full, therefore, the Treasurer's Office has no negative input regarding this request.

Thank you,

**Liz Vasquez**  
Treasurer Cashier

Adams County Treasurer's Office  
4430 S. Adams County Pkwy., Suite C2436  
Brighton, CO 80601  
720.523.6788 | [www.adcotax.com](http://www.adcotax.com)  
Mon. – Fri. 7am-5pm

***NEW Satellite Office***  
11860 Pecos St.  
Westminster, CO 80234  
720.523.6160  
Tues. Wed. & Thurs. 7:30am-5pm



Adams County Mission  
To responsibly serve the Adams County Community with integrity and innovation.



## COLORADO

Division of Water Resources

Department of Natural Resources

1313 Sherman Street, Room 821  
Denver, CO 80203

September 6, 2018

Greg Barnes  
Adams County Department of Community and Economic Development  
[GJBarnes@adcogov.org](mailto:GJBarnes@adcogov.org)

RE: Comanche Vista Estates, Filing 3, Final Plat, PLT2018-00035  
Section 23, T3S, R62W, 6<sup>th</sup> P.M.  
Water Division 1, Water District 1  
Kiowa-Bijou Designated Basin

Dear Mr. Barnes:

We have reviewed your August 29, 2018 submittal concerning the above referenced proposal for the final plat of 25.811 acres into five 5-acre residential lots within the Comanche Vista Estates Subdivision.

The new information submitted does not conflict with our letter dated April 24, 2017 in which we reference our letter dated February 7, 2003. You are referred to our letter of February 7, 2003 concerning Comanche Vista Estates, Revised Plat for the subdivision of an 80-acre parcel into sixteen 5-acre residential lots for our opinion on this proposal (copy attached).

If you, or the applicant, have any questions, please contact Neelha Mudigonda at 303-866-3581 ext. 8206.

Sincerely,

A handwritten signature in black ink that reads "Keith Vander Horst".

Keith Vander Horst  
Chief of Water Supply, Basins

Cc: Division 1  
North Kiowa-Bijou GWMD

Comanche\_Filing3\_Sep2018.docx





# COLORADO

## Division of Water Resources

Department of Natural Resources  
1313 Street, Room 821  
Denver, CO 80203

April 24, 2017

Greg Barnes, Case Manager  
Adams County Department of Community and Economic Development  
[GJBarnes@adcogov.org](mailto:GJBarnes@adcogov.org)

RE: Comanche Vista Estates, Filing 3, PLT2017-00007  
Part of Section 23, T3S, R62W, 6<sup>th</sup> P.M.  
Water Division 8, Water District 1  
Kiowa-Bijou Designated Basin

Dear Mr. Barnes:

We received a proposal for a new filing for 5 single-family lots within the Comanche Vista Estates subdivision. Please refer to our letter dated February 7, 2003 concerning the above referenced proposal for a subdivision of a 80-acre parcel into sixteen 5-acre residential lots.

Should you have any questions, please contact Neelha Mudigonda of this office.

Sincerely,

Keith Vander Horst, P.E.  
Designated Basins Team Leader

cc: Division 1 Division Engineer  
District 1 Water Commissioner  
North Kiowa-Bijou GWMD

KVH/NSM: Comanche\_April2017.doc



7 18780

# STATE OF COLORADO

## OFFICE OF THE STATE ENGINEER

Division of Water Resources  
Department of Natural Resources

1313 Sherman Street, Room 818  
Denver, Colorado 80203  
Phone (303) 866-3581  
FAX (303) 866-3589

www.water.state.co.us



Bill Owens  
Governor

Greg E. Walcher  
Executive Director

Hal D. Simpson, P.E.  
State Engineer

February 7, 2003

Mr. James Hayes  
Adams County Department of Planning and Development  
4955 East 74<sup>th</sup> Ave.  
Commerce City, CO 80022-1535

**Re: Comanche Vista Estates, Revised Plat, PRJ2002-00054  
Sec. 23, T3S, R62W, 6<sup>th</sup> P.M.  
Kiowa-Bijou Designated Basin  
Water Division 1, Water District 1**

Dear Mr. Hayes:

We reviewed the subdivision plat submitted as additional information for the above-mentioned proposal, which, with the added information, now consists of subdividing 85-acres of a 320-acre tract into seventeen 5-acre parcels. An additional home site is planned for the remainder of the property and is not to be considered as part of the proposed subdivision. We most recently commented on this proposed subdivision in our letter dated January 15, 2003.

The Water Supply Plan by ADCO Consulting and submitted with the Revised Preliminary Plat remains unchanged. According to this Plan, the water source will be individual, on-lot wells completed in the Arapahoe aquifer. Because a portion of the property over-lying the Arapahoe aquifer is less than one mile from the alluvium/aquifer contact, the plan specifies that the parcels and the proposed wells will occur only on the part of the property that is greater than one-mile from the alluvium/aquifer contact. The Laramie-Fox hills aquifer is stated to be a secondary source to be used to meet the County's 300-year water supply requirement. In total, the proposed annual water requirement for the subdivision is 11.9 acre-feet, or 0.7 acre-feet per lot. Each lot would require 0.3 acre-feet for in-house use and 0.4 acre-feet for the irrigation of 8,000 square feet of lawn and garden. Individual septic tanks and leach fields will be used for sewage disposal.

According to our records, the Arapahoe aquifer underlying the location of the subdivision lies between the depths of 200-600 feet below ground surface and is non-tributary with the majority of the 320-acre tract being closer than one mile to alluvium/aquifer contact. The Laramie-Fox Hills aquifer, lies between the depths of 900-

Adams County Department of Planning and Development  
Comanche Vista Estates, Preliminary Plat  
Page 2

1150 feet below ground surface and is considered nontributary.

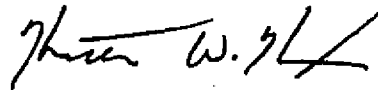
In general, we agree with the annual appropriation estimations provided in the water supply plan. By our estimates, approximately 144 acre-feet of ground water exists in the Arapahoe aquifer and approximately 68 acre-feet of ground water exists in the Laramie-Fox Hills aquifer underlying each 5-acre lot. Based on the proposal, the proposed on-lot water uses and a maximum annual withdrawal for each lot (0.7 acre-feet per year), the requirements of a 100-year aquifer life, under the provisions of Section 37-90-107(7) and 37-90-111(5), C.R.S. will be met. By using the Laramie-Fox Hills aquifer as a secondary source, the County's 300-year water supply requirement is also met.

The State Engineer, under the provisions of Section 30-28-136(1)(h)(I), offers the opinion that the water supply is adequate and will not cause material injury.

Please be aware that water in the Designated Basin areas of the Denver Basin Aquifers is allocated based on a 100-year aquifer life under the provisions of Sections 37-90-107(7) and 37-90-111(5), C.R.S. For planning purposes the county should be aware that the economic life of a water supply based on wells in a given Denver Basin aquifer may be less than 100 years due to anticipated water level declines. Furthermore, the water supply plan should not rely solely upon these non-renewable aquifers. Alternative renewable water resources should be acquired and incorporated in a permanent water supply plan that provides future generations with a water supply.

If you have any questions pertaining to this matter, please contact William H. Fronczak of this office.

Sincerely,



Kenneth W. Knox  
Chief Deputy State Engineer

KK/WHF/EBT/ComancheVista\_Revised.doc

cc: Jim Hall, Division Engineer  
Lloyd Musgrave, North Kiowa-Bijou GWMD  
Designated Basins Branch  
Records

# COLORADO GEOLOGICAL SURVEY

1801 19<sup>th</sup> Street  
Golden, Colorado 80401



Karen Berry  
State Geologist

September 12, 2018

Greg Barnes  
Adams County  
Community & Economic Development Department  
4430 S. Adams County Parkway, Suite W2000A  
Brighton, CO 80601

**Location:**  
SW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 23,  
T3S, R62W of the 6<sup>th</sup> P.M.  
39.7765, -104.2992

**Subject: Comanche Vista Estates Filing No. 3 –Final Plat**  
**Project Number PLT2018-00035; Adams County, CO; CGS Unique No. AD-17-0016\_2**

Dear Greg:

Colorado Geological Survey has reviewed the Comanche Vista Estates Filing No. 3 final plat referral, for five single-family residential lots of approximately five acres each on 25.8 acres located on the east side of Headlight Mile Road at E. 46<sup>th</sup> Drive, north of Strasburg. CGS reviewed Comanche Vista Estates Filing 3 at preliminary plat; comments were provided in a letter dated April 11, 2017. No final plat, or geologic or geotechnical information was included with the current referral documents, so our previous comments (attached) remain valid.

**Mineral resource potential.** According to the Atlas of Sand, Gravel, and Quarry Aggregate Resources, Colorado Front Range Counties (Schwochow et al, Colorado Geological Survey Special Publication 5-B, 1974), the subject property is not mapped as containing a sand, gravel, or aggregate resource.

Thank you for the opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Carlson".

Jill Carlson, C.E.G.  
Engineering Geologist

# COLORADO GEOLOGICAL SURVEY

1801 19<sup>th</sup> Street  
Golden, Colorado 80401



Karen Berry  
State Geologist

April 11, 2017

Greg Barnes  
Adams County  
Community & Economic Development Department  
4430 S. Adams County Parkway, Suite W2000A  
Brighton, CO 80601

**Location:**  
SW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 23,  
T3S, R62W of the 6<sup>th</sup> P.M.  
39.7765, -104.2992

**Subject: Comanche Vista Estates Filing No. 3 – Preliminary Plat**  
**Project Number PLT2017-00007; Adams County, CO; CGS Unique No. AD-17-0016**

Dear Greg:

Colorado Geological Survey has reviewed the Comanche Vista Estates Filing No. 3 preliminary plat referral. I understand the applicant proposes five single-family residential lots of approximately five acres each on 25.8 acres located on the east side of Headlight Mile Road at E. 46<sup>th</sup> Drive, north of Strasburg. Each lot is proposed to have an individual well and onsite wastewater system (OWS). With this referral, I received a Request for Comments (March 21, 2017), a Written Explanation (undated), and a set of two preliminary plat sheets (R.W. Bayer & Associates, February 8, 2017). CGS previously reviewed a Comanche Vista Estates sketch plan referral, which included a Groundwater and Soils Investigation (Judith Hamilton, June 14, 2002).

The site does not contain steep slopes, is located outside of the Comanche Creek flood hazard zone, is not undermined, and is not exposed to any geologic hazards that would preclude the proposed residential use and density. **CGS therefore has no objection to approval of the five-lot subdivision as proposed.** The Soil Condition plat note satisfactorily addresses potential soils-related concerns. These constraints will need to be addressed on an individual lot basis, prior to building permit application, and include:

**Collapsible and expansive soils.** The site is underlain by relatively low density, low strength, eolian (wind-deposited) silts, clays and sands. Some of the soils are calcareous. Eolian soils, especially those containing soluble calcareous minerals, tend to be loose, fine-grained, and hydrocompactive, meaning they can lose strength, settle, compress, or collapse when water infiltrates the soils. Thick columns of compressible or collapsible soils can result in very significant settlement and structural damage. Alternatively, clay minerals and clayey pockets within the surficial soils may exhibit volume changes (shrink-swell) in response to changes in water content. Potentially highly expansive claystones and shales of the Dawson arkose are present at unknown depths beneath the surficial soils. If claystone layers capable of producing high swell pressures are present within a few feet of foundation bearing depths, they can cause significant structural damage if not properly characterized and mitigated. Lignite is a relatively soft, low-strength material present as layers and discontinuous lenses within the Dawson, and is unsuitable as a foundation bearing material.

Lot-specific geotechnical investigations consisting of drilling, sampling, lab testing and analysis will be needed, once building locations have been identified, to: determine the thickness and extent to which the soils beneath each proposed home are subject to collapse under loading and/or wetting; characterize soil




Greg Barnes  
April 11, 2017  
Page 2 of 2

and bedrock engineering properties such as density, strength, water content, swell/consolidation potential and bearing capacity; determine depths to groundwater, bedrock, and any impermeable layers that might lead to development of a perched water condition; verify the feasibility of full-depth basements, if planned; and provide earthwork, foundation, floor system, subsurface drainage, and pavement recommendations for design purposes. It is imperative that grading, surface drainage, and subsurface drainage are correctly designed, constructed and maintained to prevent wetting of potentially collapsible and expansive soils in the immediate vicinity of foundation elements.

**Onsite wastewater system (OWS).** Adams County Soil Survey data indicates that the site is somewhat limited in suitability for conventional septic tank absorption fields due to low-permeability soils exhibiting slow percolation rates. As noted on the plat, septic systems may need to be designed by an engineer. Since engineer-designed OWS typically require more maintenance and have shorter lifespans than conventional systems, a backup OWS location should be identified on each lot.

Thank you for the opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail [carlson@mines.edu](mailto:carlson@mines.edu).

Sincerely,  
  
Jill Carlson, C.E.G.  
Engineering Geologist



# COLORADO

## Parks and Wildlife

Department of Natural Resources

Northeast Regional Office  
6060 Broadway  
Denver, CO 80216  
P 303.291.7227 | F 303.291.7114

September 14, 2018

Greg Barnes  
Adams County  
Community and Economic Development Department  
4430 South Adams County Parkway  
Suite W2000A  
Brighton, CO 80601-8216

**RE: Comanche Vista Estates PUD- Filing No. 3 Final Plat Application for Major Subdivision (Case Number PLT2018-00035)**

Dear Mr. Barnes:

Thank you for the opportunity to comment on the Comanche Vista Estates PUD- Filing Number 3 final plat application to create five lots for single-family residential use. 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.

Filing Number 3 is north of Filing Number 2 and involves five 5.0-acre residential lots and an internal roadway to be known as East 46<sup>th</sup> Drive. The 25.811-acre site is located at East 46<sup>th</sup> Drive, Strasburg, Adams County, Colorado (parcel # 0181323200006). The project location is currently surrounded by residential single-family homes and agricultural lands.

District Wildlife Manager Serena Rocksund recently analyzed this site. The main impacts to wildlife from this development include fragmentation and loss of habitat. Fragmentation of wildlife habitat has been shown to impede the movement of wildlife across the landscape. Open space areas are more beneficial to wildlife if they connect to other natural areas. The areas of wildlife habitat that most closely border human development show heavier impact than do areas on the interior of the open space. However, when open space areas are smaller in size, the overall impact of the fragmentation is greater (Odell and Knight, 2001). By keeping open space areas contiguous and of larger size the overall benefit to wildlife increases dramatically.

CPW would expect a variety of wildlife species to utilize this site on a regular basis, most notably, small to mid-sized mammals, song birds, and raptors. The potential also exists for large mammals such as deer and pronghorn to frequent this site. Raptors and other migratory birds are protected from take, harassment, and nest disruption at both the state and federal



levels. If an active nest is discovered within the development area, CPW recommends that buffer zones around nest sites be implemented during any period of activity that may interfere with nesting season. This will prevent the intentional or unintentional destruction of an active nest.

For further information on this topic, a copy of the document “Recommended Buffer Zones and Seasonal Restrictions for Colorado Raptors,” is available from your local District Wildlife Manager. Following the recommendations outlined in this document will decrease the likelihood of unintentional take through disturbance.

If a prairie dog colony is discovered within the project area, the potential may also exist for the presence of burrowing owls. 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 by both state and federal laws, 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 begin between March 15<sup>th</sup> and October 31<sup>st</sup>, a burrowing owl survey should be performed. Guidelines for performing a burrowing owl survey can also be obtained from your local District Wildlife Manager.

If prairie dog colonies are present, CPW would recommend they either be captured alive and moved to another location or humanely euthanized before any earth-moving occurs. Be aware that a permit from CPW and approval from county commissioners may be required for live relocation.

CPW recommends consideration be made for using principles of an integrated weed management plan, which Adams County may already have in place, to control and eliminate the spread of any noxious weeds in and around the site. CPW recommends that the planting of any species listed as noxious weeds be avoided throughout the development site and surrounding area. The spread and control of noxious weeds on the sites is a concern for wildlife in the immediate and surrounding area. Weeds are defined as “a plant that interferes with management objectives for a given area of land at a given point in time” (Whitson, 1999). Invasive plants endanger the ecosystem by disturbing natural processes and jeopardizing the survival of native plants and the wildlife that depend on them. The threat is so severe in the United States that scientist now agree that the spread of invasive species is one of the greatest risks to biodiversity (Nature Conservancy, 2003).

Future residents should be informed that wildlife such as fox, coyotes, and raccoons might frequent the development area in search of food and cover. Coyotes, foxes, cottontail rabbits, and raccoons are several species that have adapted to living in urban environments. CPW recommends that people moving into and residing in this area take the proper precautions to prevent unnecessary conflicts with wildlife. Due to the potential for human-wildlife conflicts associated with this project, please consider the following recommendations when educating future homeowners about the existence of wildlife in the area:

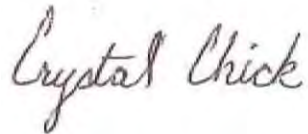
- Pet foods and bowls should be kept indoors.
- Garbage should be kept in secure containers to minimize its attractiveness to wildlife. Trash should be placed in containers with tight seals and remain indoors until shortly before pickup.
- Feeding of wildlife, with the exception of birds, is illegal.

- “Living with Wildlife” pamphlets are available through CPW offices or online.

For further information, Colorado Parks and Wildlife can provide copies of the following brochures: “Your Guide to Avoiding Human-Coyote Conflicts”, “Don’t Feed the Wildlife”, and “Too Close for Comfort: Avoiding Conflicts with Wildlife in the City” to residents of the surrounding open space. The brochures can also be downloaded from our web site at: <http://cpw.state.co.us/learn/Pages/LivingwithWildlife.aspx>.

Thank you again for the opportunity to comment on the proposed five 5.0-acre residential lots and internal roadway at East 46<sup>th</sup> Drive in Strasburg. Please do not hesitate to contact us again about ways to continue managing the property in order to maximize wildlife value while minimizing potential conflicts. If you have any further questions, please contact District Wildlife Manager Serena Rocksund at (303) 291-7132 or [serena.rocksund@state.co.us](mailto:serena.rocksund@state.co.us).

Sincerely,

A handwritten signature in cursive script that reads "Crystal Chick".

Crystal Chick  
Area 5 Wildlife Manager

Cc: M. Leslie, T. Kroening, S. Rocksund

## Greg Barnes

---

**From:** Brooks Kaufman [BKaufman@Irea.Coop]  
**Sent:** Tuesday, September 18, 2018 7:53 AM  
**To:** Greg Barnes  
**Subject:** RE: For Review: Comanche Vista Estates, Filing 3, Final Plat (PLT2018-00035)

Dear Mr. Barnes;

The Association has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, service requirements and environmental impact.

The Association has no comments at this time.

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](mailto:bkaufman@irea.coop)



---

**From:** Greg Barnes [<mailto:GJBarnes@adcogov.org>]  
**Sent:** Wednesday, August 29, 2018 10:46 AM  
**To:** Greg Barnes  
**Subject:** For Review: Comanche Vista Estates, Filing 3, Final Plat (PLT2018-00035)

**CAUTION:**

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## Request for Comments

Case Name: Comanche Vista Estates, Filing 3, Final Plat  
Case Number: PLT2018-00035

August 29, 2018

The Adams County Planning Commission is requesting comments on the following application: **Final plat application for major subdivision to create five lots for single-family residential use.**

This request is located at the 4600 block of Headlight Mile Road. The Assessor's Parcel Number is 0181323200006.

Applicant Information: Lisa Gard  
2020 Riverview Drive  
Berthoud, CO 80513

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216, or call (720) 523-6800 by 09/19/2018 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](mailto:GJBarnes@adcogov.org).

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

Thank you for your review of this case.



**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](mailto:gjbarnes@adcogov.org)

[adcogov.org](http://adcogov.org)

**ROBERT L. TIBBALS, JR.**  
ATTORNEY AT LAW  
6444 SOUTH QUEBEC STREET, SUITE 302  
CENTENNIAL, COLORADO 80111  

---

**TELEPHONE 303-771-1913 ♦ MOBILE: 303-668-3991**  
**E-MAIL: rltesq@hotmail.com**

April 5, 2017

Adams County Community and Economic Development  
4430 South Adams County Pkwy., 1<sup>st</sup> Floor, Suite W2000  
Brighton, CO 80601

**RE: Comanche Estates, Filing 3, (PLT2017-00007)**

To Whom it May Concern:

These comments are submitted on behalf of the Board of Directors and Staff of the Strasburg Metropolitan Parks and Recreation District (the "District"), in response to a referral of request for comments on the above-described development:

1. This proposed residential development will result in a population increase putting additional strain upon existing park and recreation facilities in the area served by the District. Therefore, this third phase of the Comanche Estates Development should be considered on its own merits in determining the amount of local parks and recreation contributions of cash-in-lieu required of the Developer.
2. In addition, the overall increased impact upon existing public parks and recreation facilities, as well as recreation and fitness programs, mandates that the Developer should be held to the maximum cash-in-lieu dedication requirements for the impact upon local parks districts allowed under current Adams County zoning and development regulations.

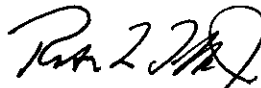
Since Comanche Estates, Filing 3 is an essentially a new development, there is no reason to permit aggregation or credit from earlier phases of this overall Development. Rather, this phase should stand alone in determining the total required local parks exactions under the Adams County Code, if the proposed use is to truly pay its own way in addressing the impacts it creates upon current taxpayers using parks and recreation facilities and programs in the Strasburg area.

Adams County Community and Economic Development  
April 5, 2017  
Page 2

3. Finally, strong consideration must be given to strict cash-in-lieu considerations as the District currently holds sufficient real property to carry out its functions. Dedication of additional land which cannot be developed or adequately maintained, provides no benefit to local citizens and does not offset any of the impacts created by this new phase of development.

If you have any questions or need additional information, please contact the Strasburg Metropolitan Parks and Recreation District office. Thank you.

Sincerely,



Robert L. Tibbals, Jr.  
Attorney for  
Strasburg Metropolitan Parks and Recreation District

cc: SMP&RD



## Greg Barnes

---

**From:** Patrick Conroy [pconroy@svfd8.org]  
**Sent:** Monday, September 03, 2018 2:40 PM  
**To:** Greg Barnes  
**Cc:** Gerri Ventura; Frank Fields  
**Subject:** Re: For Review: Comanche Vista Estates, Filing 3, Final Plat (PLT2018-00035)

I have reviewed the attached packet for this project and have only three comments on behalf of the Strasburg Fire Protection District:

1. Fire Service apparatus access roads shall be in compliance with Section 503 of the International Fire Code and any applicable amendment to the Fire Code as promulgated in Adams County Ordinance 4.
2. Requirements for residential fire sprinkler systems shall be determined as specified in Adams County Ordinance 4.
3. An impact fee per residence shall be required in accordance with the MOU in-place between Adams County and the Strasburg Fire Protection District.

Thank you.

On Wed, Aug 29, 2018 at 10:50 AM, Gerri Ventura <[gventura@svfd8.org](mailto:gventura@svfd8.org)> wrote:

----- Forwarded message -----

**From:** Greg Barnes <[GJBarnes@adcogov.org](mailto:GJBarnes@adcogov.org)>  
**Date:** Wed, Aug 29, 2018 at 10:45 AM  
**Subject:** For Review: Comanche Vista Estates, Filing 3, Final Plat (PLT2018-00035)  
**To:** Greg Barnes <[GJBarnes@adcogov.org](mailto:GJBarnes@adcogov.org)>

## Request for Comments

Case Name: Comanche Vista Estates, Filing 3, Final Plat  
Case Number: PLT2018-00035

August 29, 2018

The Adams County Planning Commission is requesting comments on the following application: **Final plat application for major subdivision to create five lots for single-family residential use.**



September 12, 2018

Greg Barnes  
Adams County Community and Economic Development  
4430 South Adams County Parkway, Suite W2000A  
Brighton, CO 80601

RE: Comanche Vista Estates, Filing 3, Final Plat, PLT2018-00035  
TCHD Case No. 5154

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the Final Plat to create five lots for single-family residential use located at the 4600 block of Headlight Mile Road. Tri-County Health Department (TCHD) staff previously reviewed the Preliminary Plat application and, in a letter dated September 7, 2017 responded with recommendations for revisions to the on-site waste water treatment system (OWTS) plat note. It does not appear that the plat note was updated in the Final Plat documents. Based on further review, TCHD has the following comments.

**On-Site Wastewater Treatment Systems – Plat Note**

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment.

The existing plat note states:

Tri-County Health Department requires that septic tanks be pumped and inspected every four years. Each property owner shall have his septic tank pumped and inspected by a systems cleaner, licensed by Tri-County Health Department at least every four years, and shall submit a receipt indicating that the septic system has been pumped and inspected to the Tri-County Health Department, Commerce City office. In addition to pumping, the OWS have other maintenance and use requirements that can prevent failure of the system. The Tri-County Health Departments “Septic System Guidelines and Records” has been prepared to educate and advise owners of OWS about use and maintenance of their OWS. Property owners can obtain copies of the guide, as well as information about OWS from Tri-County Health Department’s Commerce City office.

TCHD recommends the plat note be revised as follows:

Tri-County Health Department (TCHD) requires that septic tanks be inspected once every four years and pumped by a system cleaner, licensed by TCHD, when the accumulation of sludge and scum is greater than 25% of the operating volume of the treatment tank. The dosing tanks shall be inspected and pumped if sludge accumulation is observed. Each property owner shall submit a receipt indicating that the septic system has been inspected and pumped (if applicable) to the TCHD's Commerce City office. The TCHD's "Septic System Guidelines and Records" has been prepared to educate and advise owners of On-Site Wastewater Treatment System (OWTS) about use and maintenance of their OWTS. Property owners can obtain copies of the guide, as well as information about OWTS from TCHD Commerce City office.

TCHD requests that the plat note titled "Onsite Water Systems" be revised to reflect current terminology and regulatory requirements in TCHD's On-Site Wastewater Treatment System (OWTS) Regulation O-17. The term Onsite Water Systems (OWS) should be revised to On-Site Wastewater Treatment Systems (OWTS) wherever present in the plat note. In addition, the proposed changes related to inspection and cleaning more accurately reflect Section 6.5 of TCHD's Regulation O-17.

**On-Site Wastewater Treatment System (OWTS) – New OWTS Installation**

The proposed residential lot will be served by OWTS. TCHD has no objection provided that the OWTS are permitted, installed, operated and maintained in accordance with our current regulation.

Please feel free to contact me at 720-200-1585 or [aheinrich@tchd.org](mailto:aheinrich@tchd.org) if you have any questions on TCHD's comments.

Sincerely,



Annemarie Heinrich, MPH/MURP  
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, Michael Weakley, TCHD



**Right of Way & Permits**  
1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3284  
donna.l.george@xcelenergy.com

September 18, 2018

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Greg Barnes

**Re: Comanche Vista Estates Filing No. 3, Case # PLT2018-00035**

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the plat for **Comanche Vista Estates Filing No. 3** and has **no conflict**.

Please contact me at donna.l.george@xcelenergy.com or 303-571-3306 if there are any questions with this referral response.

Donna George  
Right of Way and Permits  
Public Service Company of Colorado



## Request for Comments

Case Name: Comanche Vista Estates, Filing 3, Final Plat  
Case Number: PLT2018-00035

August 29, 2018

The Adams County Planning Commission is requesting comments on the following application: **Final plat application for major subdivision to create five lots for single-family residential use.**

This request is located at the 4600 block of Headlight Mile Road. The Assessor's Parcel Number is 0181323200006.

Applicant Information: Lisa Gard  
2020 Riverview Drive  
Berthoud, CO 80513

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216, or call (720) 523-6800 by 09/19/2018 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](mailto:GJBarnes@adcogov.org).

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Greg Barnes  
Case Manager



Referral Listing  
Case Number PLT2018-00035  
Comanche Vista Estates, Filing 3, 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

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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

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





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Subdivision Improvements Agreement for Comanche Vista Estates Subdivision, Filing 3
<b>FROM:</b> Bryan Ostler, Interim Community and Economic Development Director
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the associated subdivision improvement agreement for Comanche Vista Estates Subdivision, Filing 3

### **BACKGROUND:**

Mr. Kenneth Newby is requesting a major subdivision final plat to create five lots and a public street on 25 acres. The subject site is located approximately 4,000 feet northeast of the intersection of East 38<sup>th</sup> Avenue and Headlight Road. The surrounding properties are designated in the Agricultural-1 zone district (A-1) or the Comanche Vista Estates Planned Unit Development (PUD).

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 Comanche Vista Estates Planned Unit Development zone district.

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 PLT2018-00035
- Resolution approving Subdivision Improvements Agreement (SIA2019-00007) for Comanche Vista Estates Subdivision, Filing 3

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT  
BETWEEN ADAMS COUNTY AND KENNETH W. NEWBY FOR COMANCHE VISTA  
ESTATES, FILING 3**

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 May 28, 2019, the Board of County Commissioners, in Case No. PLT2018-00035, Comanche Vista Estates, Filing 3, approved a Final Plat to allow 5 lots on approximately 25 acres in the Comanche Vista Estates Planned Unit Development; 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 Comanche Vista Estates, Filing 3, Case No. SIA2019-00007.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Subdivision Improvements Agreement between Adams County and Kenneth W. Newby for Comanche Vista Estates, Filing 3, 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.

## SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Kenneth W. Newby, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension greater than 180 days shall only be approved by the Board of County Commissioners. All extensions of time shall be granted in written form only.
5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$169,918.75, 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 Director of Public Works in accordance with Section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

6. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due

diligence to make the same, the County may make such repairs or replacements at the Developer’s expense. In the case of an emergency such written notice may be waived.

7. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit “A” attached hereto.

8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

Completion of Filing 3 on-site improvements for Comanche Vista Estates PUD shall include:

- Construction of East 46<sup>th</sup> Drive.
- Construction of Lot 1 Detention / WQCV Pond.
- Construction of Lot 5 Detention / WQCV Pond No. 2
- Construction of Headlight Road Borrow Ditch Realignment and East 46<sup>th</sup> Drive Culvert.

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 time schedule as indicated in Exhibit “B”.

B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

All remaining rights-of-way and associated land for other public purposes are dedicated and conveyed to the County by warranty deed with the recording of the Final Plat for Filing 3 and for the final PUD recorded in the Office of the Adams County Clerk and Recorder in the State of Colorado on the 27<sup>th</sup> day of August, 2003 (Reception No. C1200349) as well as the Declaration of use restrictions for the Agricultural Reserve recording in the Office of the Adams County Clerk and Recorder in the State of Colorado on the (9<sup>th</sup> day of November, 2005 (Recording No. 20041109001242790).

Kenneth W. Newby  
Developer

By: \_\_\_\_\_  
Kenneth W. Newby, Owner

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

APPROVED BY resolution at the meeting of \_\_\_\_\_, 20\_\_.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \_\_\_\_\_. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

**EXHIBIT A**

**Legal Description:**

Commencing at the southwest corner of said northwest one-quarter: thence N00°16'32"E along the west line of said northwest one-quarter, a distance of 1144.63 feet; thence S89°43'28"E at right angles from the last described course, a distance of 70.00 feet to the northwest corner of Comanche Vista Estates – Filing No. 2, being the point of beginning; thence N00°16'32"E parallel with the west line of said northwest one-quarter, a distance of 1000.00 feet; thence S89°43'28"E at right angles from the last described course, a distance of 1125.00 feet, thence S00°16'32"W parallel with the west line of said northwest one-quarter, a distance of 997.07 feet to the northeast corner of said Comanche Vista Estates – Filing No. 2; thence S89°55'04"W along the north line of said Comanche Vista Estates – Filing No. 2, a distance of 469.33'; thence N89°43'28"W along said north line, a distance of 655.68 feet to the point of beginning. Contains 25.811 acres more or less.

**EXHIBIT B**

**Public Improvements:**

<u>Description</u>	<u>Est. Quantity</u>	<u>Est. Unit Cost</u>	<u>Est. Construct. Cost</u>
See attachment (Site Improvement Agreement Cost Estimate)			

**Construction Completion Date:**

Initials or signature of Developer: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B  
CCWRE LLC**

**Site Improvement Agreement Cost Estimate  
DRAINAGE AND ROAD CONSTRUCTION  
Comanche View Estates Filing 3  
prepared 14 June, 2018**

<b>Item Number</b>	<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost (\$)</b>	<b>Total Cost (\$)</b>
201	CLEARING AND GRUBBING	LS	1	200.00	200.00
202	EARTHEN SWALES ALONG LOT LINES	LF	1830	2.00	3,660.00
202	DETENTION/WQCV PONDS EXCAVATION AND EMBANKMENT	CY	3000	4.50	13,500.00
202	HEADLIGHT ROAD BORROW DITCH REALIGNMENT	L.S.	1	2,000.00	2,000.00
202	TOPSOIL REMOVAL - E 46TH DRIVE, PONDS, SWALES, DITCHES	SY	6600	1.00	6,600.00
203	EAST 46TH DRIVE GRADING AND BORROW DITCHES	SY	3,700	5.00	18,500.00
212	EAST 46TH DRIVE SUBGRADE COMPACTION	SY	2,200	5.00	11,000.00
304	AGGREGATE BASE COURSE (CLASS 6) on SHOULDERS AND JOIN HEADLIGHT ROAD	TON	330	20.00	6,600.00
403	HOT BITUMINOUS PAVEMENT (GRADING S) (ASPHALT) (75) (PG-64-22)	TON	495	90.00	44,550.00
601	CLASS B REINFORCED CONCRETE OUTLET STRUCTURES INCLUDING FURNISH AND INSTALL METAL FIXTURES	EACH	2	2,000.00	4,000.00
506	RIPRAP TYPE L (9 inch) - PADS AT PIPE INLETS/OUTLETS	TON	220	50.00	11,000.00
603	18" CORRUGATED LINED HDPE PIPE - OUTLETS AND DITCH INLETS	LIN. FT.	70	15.00	1,050.00
603	24" CORRUGATED LINED HDPE 46TH DRIVE CULVERT	LIN. FT.	331	25.00	8,275.00
603	18" CORRUGATED HDPE OUTLET PIPE FLARED END SECTIONS	EACH	6	150.00	900.00
609	24" CORRUGATED HDPE 46TH DRIVE CULVERT FLARED END SECTION	EACH	2	200.00	400.00
625	CONSTRUCTION SURVEYING	L.S.	1	2,200.00	2,200.00
626	MOBILIZATION	L.S.	1	1,500.00	1,500.00
630	STRIPING AND SIGNAGE (BY COUNTY)				0.00

<b>Total</b>	135,935.00
<b>Adams County Review Fee @ 20%</b>	27,187.00
<b>Total Estimated Construction Cost</b>	163,122.00
<b>Add 5% per SIA</b>	6,756.75
	169,918.75

**Note:** This engineers estimate is provided only to provide an estimate of construction costs to the owner for budgeting purposes. Actual prices bid may vary from this estimate.



CCWRE LLC

Quantities  
**DRAINAGE AND ROAD CONSTRUCTION**  
 Comanche View Estates Filing 3  
 24 May, 2018

Item Number	Item	Unit	Quantity	Unit Cost (\$)	Total Cost (\$)
201	CLEARING AND GRUBBING	L.S.	1	2,000.00	2,000.00
202		L.S.	1	2,000.00	2,000.00
202		L.S.	1	500.00	500.00
202		L.S.	1	500.00	500.00
202		L.S.	1	500.00	500.00
202		L.S.	1	500.00	500.00
203	EMBANKMENT MATERIAL (CIP)	CU. YD.	5,660	5.00	28,300.00
212	SEEDING, FERTILIZER AND SODDING	L.S.	1	500.00	500.00
216	SOIL RETENTION COVERING	L.S.	1	500.00	500.00
304	AGGREGATE BASE COURSE (CLASS 6)	TON	14,300	8.00	114,400.00
304	AGGREGATE BASE COURSE (CLASS 1)	TON	1,150	8.00	9,200.00
403	HOT BITUMINOUS PAVEMENT (GRADING S) (ASPHALT) (75) (PG-64-22)	TON	7,140	34.00	242,760.00
411	EMULSIFIED ASPHALT (CSS-1H) (TACK COAT)	GAL.	2330	2.00	4,660.00
506	RIPRAP (9 INCH)	TON	49	70.00	3,430.00
603	18" CORRUGATED HDPE OUTLET PIPE	LIN. FT.	35	26.00	910.00
603	24" CORRUGATED HDPE 46TH DRIVE CULVERT	LIN. FT.	331	47.00	15,557.00
603	18-IN REINFORCED CONCRETE PIPE CLASS IV (2000D)	LIN. FT.	84	34.00	2,856.00
609	CONCRETE GUTTER TYPE 2	LIN. FT.	500	15.00	7,500.00
620	SANITARY FACILITY	EACH	1	2,000.00	2,000.00
625	CONSTRUCTION SURVEYING	L.S.	1	4,500.00	4,500.00
626	MOBILIZATION	L.S.	1	10,000.00	10,000.00
630	TRAFFIC CONTROL SIGNS (TYPE A)	EACH	4	50.00	200.00
630	TRAFFIC CONTROL SIGNS (TYPE B)	EACH	8	100.00	800.00
630	TRAFFIC CONTROL (OTHER)	L.S.	1	2,000.00	2,000.00

<b>Total</b>	456,073.00
<b>Contingencies @ 15%</b>	68,410.95
<b>Total Estimated Construction Cost</b>	524,483.95

**Note:** This engineers estimate is provided only to provide an estimate of construction costs to the owner for budgeting purposes. Actual prices bid may vary from this estimate.

CCWRE LLC

ESTIMATED UNIT PRICES  
DRAINAGE AND ROAD CONSTRUCTION  
Comanche View Estates Filing 3  
4 June, 2018

Item Number	Item	Unit	Quantity	Unit Cost (\$)
201	CLEARING AND GRUBBING	LS	1	200.00
202	EARTHEN SWALES ALONG LOT LINES	LF	1830	2.00
202	DETENTION/WQCV PONDS EXCAVATION AND EMBANKMENT	CY	3000	4.50
202	HEADLIGHT ROAD BORROW DITCH REALIGNMENT	L.S.	1	2,000.00
202	TOPSOIL REMOVAL - E 46TH DRIVE, PONDS, SWALES, DITCHES	SY	6600	1.00
203	EAST 46TH DRIVE GRADING AND BORROW DITCHES	SY	3,700	5.00
212	EAST 46TH DRIVE SUBGRADE COMPACTION	SY	2,200	5.00
304	AGGREGATE BASE COURSE (CLASS 6) on SHOULDERS AND JOIN HEADLIGHT ROAD	TON	330	20.00
403	HOT BITUMINOUS PAVEMENT (GRADING S) (ASPHALT) (75) (PG-64-22)	TON	495	90.00
601	CLASS B REINFORCED CONCRETE OUTLET STRUCTURES INCLUDING FURNISH AND INSTALL METAL FIXTURES	EACH	2	2,000.00
506	RIPRAP TYPE L (9 inch)	TON	220	55.00
603	18" CORRUGATED LINED HDPE PIPE - OUTLETS AND DITCH INLETS	LIN. FT.	70	15.00
603	24" CORRUGATED LINED HDPE 46TH DRIVE CULVERT	LIN. FT.	331	25.00
603	18" CORRUGATED HDPE OUTLET PIPE FLARED END SECTIONS	EACH	6	150.00
609	24" CORRUGATED HDPE 46TH DRIVE CULVERT FLARED END SECTION	EACH	2	200.00
625	CONSTRUCTION SURVEYING	L.S.	1	2,200.00
626	MOBILIZATION	L.S.	1	1,500.00

NOTES

Disced farmland - probably none required

Grader work - one or two passes

4,000 cf ea. X 2 /27 = 3,000 cy

((550' X 60')+(2 X 90' X 145')) = 6.600 SY

550' X 60' =3,666

550' X 36' = 19800 SF

8' X 2 X 0.5' X 550' = 4,400 CF = 330T

550' X 24' X 0.5' = 6,600 CF = 495T

8 x 5' x 5' x 2' = 400cf = 220T

**Total**  
**Contingencies @ 15%**  
**Total Estimated Construction Cost**

**Note:** This engineers estimate is provided only to provide an estimate of construction costs to the owner for budgeting purposes. Actual prices bid may vary from this estimate.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Resolution accepting a deed conveying property to Adams County for the dedication of right-of-way
<b>FROM:</b> Bryan Ostler, Iterim Director, Community & Economic Development Department
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a resolution accepting a Quitclaim Deed from Mach Ventures, LLC, to Adams County for the dedication of right-of-way for Imboden Road, East 128 <sup>th</sup> Avenue and Watkins Road.

### **BACKGROUND:**

Mach Ventures, LLC, has executed a Quitclaim Deed to dedicate road right-of-way to Adams County. The property is located in the North Half of Section 31, Township 1 South, Range 64 West. The right-of-way is being dedicated as part of a requirement for establishing legal access to a public road in order to obtain building permits on the property.

### **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.

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION ACCEPTING QUITCLAIM DEED CONVEYING  
PROPERTY FROM MACH VENTURES, LLC, TO ADAMS COUNTY FOR THE  
DEDICATION OF ROAD RIGHT-OF-WAY FOR IMBODEN ROAD,  
EAST 128<sup>TH</sup> AVENUE AND WATKINS ROAD**

WHEREAS, Mach Ventures, LLC, has executed a Quitclaim Deed to dedicate parcels of land for right-of-way purposes for East 128<sup>th</sup> Avenue, Imboden Road, and Watkins Road 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 and future building permits on the property; and,

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting the Quitclaim Deed from Mach Ventures, LLC, for property located in the North Half of Section 31, Township 1 South, Range 64 West of the 6<sup>th</sup> 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 25<sup>th</sup> day of April, 2019, the Planning Commission recommended that the Board of County Commissioners accept said Quitclaim Deed.

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

**QUITCLAIM DEED**

**THIS DEED**, dated this 3rd day of APRIL 2019, between **MACH VENTURES, LLC**, whose legal address is 21097 East Nichols Parkway, Aurora, CO 80016, 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 & B" attached hereto and incorporated herein by this reference.

Dedicated for Imboden Road, East 128<sup>th</sup> Avenue, and Watkins Road  
Assessor's schedule or parcel number: part of 0156500000180 and 0156500000181

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

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

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.

By: [Signature]  
Mach Ventures, LLC

KIRBY N EMBACH  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20094002968  
MY COMMISSION EXPIRES JANUARY 15, 2022

STATE OF COLORADO    )  
                                  )§  
County of Adams    )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2019, by Sankarad Chava as owner.

My commission expires: 01-15-2022

Witness my hand and official seal.  
[Signature]  
Notary Public

EXHIBIT "A"

DEED FROM MACH VENTURES LLC  
TO  
THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

Parcel 1:

A parcel of land situated in the Northwest 1/4 of Section 31, Township 1 South, Range 64 West of the 6<sup>th</sup> Principal Meridian, Adams County, Colorado, more particularly described as follows:

**Beginning** at the West 1/4 Corner of said Section 31;

Thence N00°41'09"W along the West Line of said NW 1/4 a distance of 2609.13 feet;

Thence S89°43'11"E parallel with and 30.00 feet southerly of the North Line of said NW 1/4 a distance of 30.00 feet;

Thence S00°41'09"E parallel with and 30.00 feet easterly of said West Line a distance of 2609.12 feet to a point lying on the South Line of said NW 1/4;

Thence N89°43'45"W along said South Line a distance of 30.00 feet to the **Point of Beginning**.

Parcel contains (78,274 Square Feet) 1.7969 acres, more or less.

Parcel 2:

A parcel of land situated in the North 1/2 of Section 31, Township 1 South, Range 64 West of the 6<sup>th</sup> Principal Meridian, Adams County, Colorado, more particularly described as follows:

**Beginning** at the Northeast Corner of said Section 31;

Thence S01°10'22"E along the East Line of the NE 1/4 of said Section 31 a distance of 30.01 feet;

Thence N89°51'35"W parallel with and 30.00 feet southerly of the North Line of said NE 1/4 a distance of 2644.82 feet to a point lying on the North-South Centerline of said Section 31;

Thence N89°43'11"W parallel with and 30.00 feet southerly of the North Line of the NW 1/4 of said Section 31 a distance of 2719.66 feet to a point lying on the West Line of said NW 1/4;

Thence N00°41'09"W along said West Line a distance of 30.00 feet to the NW Corner of said Section 31;

Thence S89°43'11"E along the North Line of said NW ¼ a distance of 2719.41 feet to the N 1/4 Corner of said Section 31;

Thence S89°51'35"E along the North Line of said NE 1/4 a distance of 2644.82 feet to the **Point of Beginning**.

Parcel contains (160,928 Square Feet) 3.6944 acres, more or less.

Parcel 3:

A parcel of land situated in the Northeast 1/4 of Section 31, Township 1 South, Range 64 West of the 6th Principal Meridian, Adams County, Colorado, more particularly described as follows:

**Beginning** at the East 1/4 Corner of said Section 31;

Thence N89°43'28"W along the South Line of said NE 1/4 a distance of 70.02 feet;

Thence N01°10'22"W parallel with and 70.00 feet westerly of the East Line of said NE 1/4 a distance of 2615.22 feet;

Thence S89°51'35"E parallel with and 30.00 feet southerly the North Line of said NE 1/4 a distance of 70.02 feet to a point lying on said East Line;

Thence S01°10'22"E along said East Line a distance of 2615.38 feet to the **Point of Beginning**.

Parcel contains (183,071 Square Feet) 4.2027 acres, more or less.

Legal description prepared by:

Brett Miller,  
Professional L.S. No. 27609  
For and on behalf of  
Engineering Service Company  
14190 East Evans Avenue  
Aurora, Colorado 80014  
303.337.1393  
[bmiller@engineeringserviceco.com](mailto:bmiller@engineeringserviceco.com)



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



# EXHIBIT "B"

PARCEL 1

## EAST 128TH AVENUE

NORTH LINE OF NW 1/4 OF SECTION 31, T.1S., R.64W., OF THE 6TH P.M.

NW CORNER OF SECTION 31,  
T.1S., R.64W., OF THE 6TH  
P.M. (CALCULATED POSITION)  
(TO BE SET)

S89°43'11"E  
30.00'

**WATKINS ROAD**

WEST LINE OF NW 1/4 OF SECTION 31, T.1S., R.64W., OF THE 6TH P.M.  
N00°41'09"W 2609.13'

S00°41'09"E 2609.12'

UNPLATTED  
NW 1/4 SECTION 31  
(OWNER: MACH VENTURES LLC)



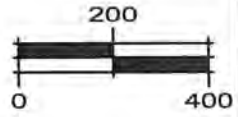
**POINT OF BEGINNING**

WEST 1/4 CORNER OF  
SECTION 31, T.1S., R.64W., OF  
THE 6TH P.M. (FOUND 3 1/2"  
ALUMINUM CAP L.S. NO. 27269)

N89°43'45"W  
30.00'

SOUTH LINE OF NW 1/4 OF SECTION 31, T.1S., R.64W., OF THE 6TH P.M.

UNPLATTED



Scale: 1" = 400'

# EXHIBIT "B"

PARCEL 2

## WATKINS ROAD

WEST LINE OF NW 1/4 OF SECTION  
31, T.1S., R.64W., OF THE 6TH P.M.

N00°41'09"W  
30.00'

NW CORNER OF SECTION 31,  
T.1S., R.64W., OF THE 6TH  
P.M. (CALCULATED POSITION)  
(TO BE SET)

UNPLATTED  
NW 1/4 SECTION 31  
(OWNER: MACH VENTURES LLC)

N89°43'11"W 2719.66'

S89°43'11"E 2719.41'

NORTH LINE OF NW 1/4 OF SECTION 31,  
T.1S., R.64W., OF THE 6TH P.M.

**EAST 128TH AVENUE**

NORTH 1/4 CORNER OF SECTION  
31, T.1S., R.64W., OF THE 6TH  
P.M. (FOUND 2 1/2" ALUMINUM  
CAP L.S. NO. 13482)

UNPLATTED  
NE 1/4 SECTION 31  
(OWNER: MACH VENTURES LLC)

N89°51'35"W 2644.82'

S89°51'35"E 2644.82'

NORTH LINE OF NE 1/4 OF SECTION  
31, T.1S., R.64W., OF THE 6TH P.M.

**EAST 128TH AVENUE**

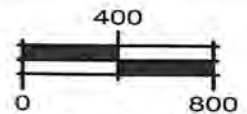
S01°10'22"E  
30.01'

EAST LINE OF THE NE 1/4 OF SECTION  
31, T.1S., R.64W., OF THE 6TH P.M.

## IMBODEN ROAD

### POINT OF BEGINNING

NE CORNER OF SECTION 31, T.1S.,  
R.64W., OF THE 6TH P.M. (FOUND 2  
1/2" ALUMINUM CAP L.S. NO. 24305)



Scale: 1" = 800'

# EXHIBIT "B"

PARCEL 3

## EAST 128TH AVENUE

NORTH LINE OF NE 1/4 OF SECTION 31, T.1S., R.64W., OF THE 6TH P.M.

S89°51'35"E  
70.02'

NE CORNER OF SECTION 31,  
T.1S., R.64W., OF THE 6TH  
P.M. (FOUND 2 1/2" ALUMINUM  
CAP L.S. NO. 24305)

UNPLATTED  
NE 1/4 SECTION 31  
(OWNER: MACH VENTURES LLC)

N01°10'22"W 2615.22'

S01°10'22"E 2615.38'

EAST LINE OF THE NE 1/4 OF SECTION 31, T.1S., R.64W., OF THE 6TH P.M.

IMBODEN ROAD



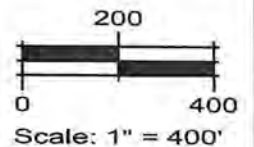
### POINT OF BEGINNING

EAST 1/4 CORNER OF  
SECTION 31, T.1S., R.64W., OF  
THE 6TH P.M. (FOUND 3 1/4"  
ALUMINUM CAP L.S. NO. 24305)

N89°43'28"W  
70.02'

SOUTH LINE OF NE 1/4 OF SECTION 31, T.1S., R.64W., OF THE 6TH P.M.

UNPLATTED



**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED FROM  
MACH VENTURES, LLC, TO ADAMS COUNTY 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 25<sup>th</sup> day of April, 2019, 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 Mach Ventures, LLC, for the dedication of road right-of-way for Imboden Road, East 128<sup>th</sup> Avenue and Watkins Road being on the following described property:

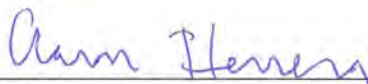
See Legal Description as set forth in Exhibit "A & B" attached hereto and incorporated herein by this reference.

WHEREAS, this property is located in the North Half of Section 31, Township 1 South, Range 64 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Quitclaim Deed 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, Arrow Harro<sup>m</sup>, Chair 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.

  
\_\_\_\_\_  
Chair, Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Adams County Foster Care Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> May 7, 2019 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the appointments to the Adams County Foster Care Task Force.

### **BACKGROUND:**

On March 19, 2019 the Board of County Commissioners approved the establishment of the Adams County Foster Care Taskforce. The resolutions today are approving the appointments to the Taskforce.

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

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPOINTING HILARY OREDSON AS A MEMBER OF THE ADAMS  
COUNTY FOSTER CARE TASK FORCE**

WHEREAS, a vacancy currently exists for a member of the Adams County Foster Care Task Force; and,

WHEREAS, Hilary Oredson has expressed an interest in serving on the Adams County Foster Care Task Force; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Hilary Oredson to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Hilary Oredson is hereby appointed as a member of the Adams County Foster Care Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Adams County Foster Care Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> May 7, 2019 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the appointments to the Adams County Foster Care Task Force.

### **BACKGROUND:**

On March 19, 2019 the Board of County Commissioners approved the establishment of the Adams County Foster Care Taskforce. The resolutions today are approving the appointments to the Taskforce.

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

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolutions



**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPOINTING JAN MELIUS AS A MEMBER OF THE ADAMS  
COUNTY FOSTER CARE TASK FORCE**

WHEREAS, a vacancy currently exists for a member of the Adams County Foster Care Task Force; and,

WHEREAS, Jan Melius has expressed an interest in serving on the Adams County Foster Care Task Force; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Jan Melius to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Jan Melius is hereby appointed as a member of the Adams County Foster Care Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Adams County Foster Care Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> May 7, 2019 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the appointments to the Adams County Foster Care Task Force.

### **BACKGROUND:**

On March 19, 2019 the Board of County Commissioners approved the establishment of the Adams County Foster Care Taskforce. The resolutions today are approving the appointments to the Taskforce.

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

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPOINTING JESSI BRAVERMAN AS A MEMBER OF THE ADAMS  
COUNTY FOSTER CARE TASK FORCE**

WHEREAS, a vacancy currently exists for a member of the Adams County Foster Care Task Force; and,

WHEREAS, Jessi Braverman has expressed an interest in serving on the Adams County Foster Care Task Force; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Jessi Braverman to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Jessi Braverman is hereby appointed as a member of the Adams County Foster Care Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Adams County Foster Care Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> May 7, 2019 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the appointments to the Adams County Foster Care Task Force.

### **BACKGROUND:**

On March 19, 2019 the Board of County Commissioners approved the establishment of the Adams County Foster Care Taskforce. The resolutions today are approving the appointments to the Taskforce.

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

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPOINTING KAELE MARQUEZ AS A MEMBER OF THE ADAMS  
COUNTY FOSTER CARE TASK FORCE**

WHEREAS, a vacancy currently exists for a member of the Adams County Foster Care Task Force; and,

WHEREAS, Kaele Marquez has expressed an interest in serving on the Adams County Foster Care Task Force; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Kaele Marquez to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Kaele Marquez is hereby appointed as a member of the Adams County Foster Care Task Force.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Adams County Foster Care Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> May 7, 2019 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the appointments to the Adams County Foster Care Task Force.

### **BACKGROUND:**

On March 19, 2019 the Board of County Commissioners approved the establishment of the Adams County Foster Care Taskforce. The resolutions today are approving the appointments to the Taskforce.

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

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPOINTING LORI MOORE AS A MEMBER OF THE ADAMS  
COUNTY FOSTER CARE TASK FORCE**

WHEREAS, a vacancy currently exists for a member of the Adams County Foster Care Task Force; and,

WHEREAS, Lori Moore has expressed an interest in serving on the Adams County Foster Care Task Force; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Lori Moore to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Lori Moore is hereby appointed as a member of the Adams County Foster Care Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Adams County Foster Care Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> May 7, 2019 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the appointments to the Adams County Foster Care Task Force.

### **BACKGROUND:**

On March 19, 2019 the Board of County Commissioners approved the establishment of the Adams County Foster Care Taskforce. The resolutions today are approving the appointments to the Taskforce.

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

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPOINTING NOEL STEINER AS A MEMBER OF THE ADAMS  
COUNTY FOSTER CARE TASK FORCE**

WHEREAS, a vacancy currently exists for a member of the Adams County Foster Care Task Force; and,

WHEREAS, Noel Steiner has expressed an interest in serving on the Adams County Foster Care Task Force; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Noel Steiner to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Noel Steiner is hereby appointed as a member of the Adams County Foster Care Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Adams County Foster Care Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> May 7, 2019 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the appointments to the Adams County Foster Care Task Force.

### **BACKGROUND:**

On March 19, 2019 the Board of County Commissioners approved the establishment of the Adams County Foster Care Taskforce. The resolutions today are approving the appointments to the Taskforce.

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

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPOINTING RHONDA DENISON AS A MEMBER OF THE ADAMS  
COUNTY FOSTER CARE TASK FORCE**

WHEREAS, a vacancy currently exists for a member of the Adams County Foster Care Task Force; and,

WHEREAS, Rhonda Denison has expressed an interest in serving on the Adams County Foster Care Task Force; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Rhonda Denison to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Rhonda Denison is hereby appointed as a member of the Adams County Foster Care Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Adams County Foster Care Task Force Member Appointments
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> May 7, 2019 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the appointments to the Adams County Foster Care Task Force.

### **BACKGROUND:**

On March 19, 2019 the Board of County Commissioners approved the establishment of the Adams County Foster Care Taskforce. The resolutions today are approving the appointments to the Taskforce.

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

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPOINTING SARA STOVALL AS A MEMBER OF THE ADAMS  
COUNTY FOSTER CARE TASK FORCE**

WHEREAS, a vacancy currently exists for a member of the Adams County Foster Care Task Force; and,

WHEREAS, Sara Stovall has expressed an interest in serving on the Adams County Foster Care Task Force; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Sara Stovall to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Sara Stovall is hereby appointed as a member of the Adams County Foster Care Task Force.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Abatements
<b>FROM:</b> Meredith P. Van Horn, Assistant Adams County Attorney; Lorena D. Boston, CBOE/Abatement Coordinator
<b>AGENCY/DEPARTMENT:</b> County Attorney
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the recommendations of the Assessor's Office for the attached abatement petitions.

### **BACKGROUND:**

The Assessor's Office reviewed the attached abatement petitions concerning tax years 2016, 2017 and 2018, and has agreed to the abated values for the respective accounts. The findings and recommendations of the Assessor's Office are attached hereto for approval and adoption.

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

Adams County Assessor's Office

### **ATTACHED DOCUMENTS:**

Resolution  
Summary Findings and Recommendations of the Assessor's Office

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

**RESOLUTION APPROVING ABATEMENT PETITIONS AND AUTHORIZING THE  
REFUND OF TAXES FOR ACCOUNT NUMBERS P0028520, R0141978, R0108153,  
R0188193, R0180520, R0189332, R0137585, R0104670, P0026525, P0036101, AND  
R0071101**

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

WHEREAS, the attached petitions for account numbers P0028520, R0141978, R0108153, R0188193, R0180520, R0189332, R0137585, R0104670, P0026525, P0036101, and R0071101 have been processed, reviewed, and approved by the Adams County Assessor's Office; and,

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

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

WHEREAS, for account numbers P0028520, R0141978, R0108153, R0188193, R0180520, and R0189332 approval by the Board of County Commissioners shall be forwarded as a recommendation to the Colorado Property Tax Administrator for review and approval as required by C.R.S. §§ 39-1-113(3) and 39-2-116.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the abatement petitions for account numbers P0028520, R0141978, R0108153, R0188193, R0180520, R0189332, R0137585, R0104670, P0026525, P0036101 and R0071101 are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the resolution approving the petitions for account numbers P0028520, R0141978, R0108153, R0188193, R0180520, R0189332 be forwarded, for review, to the Colorado Property Tax Administrator to approve the abatement petitions for the Property.

APPROVED

ABATEMENT FOR TAX YEAR:		2018	
TODAYS DATE		04/18/19	
BUSINESS NAME:	AIMCO 21 FITZSIMONS LLC		
ACCOUNT NUMBER:	P0028520		
PARCEL NUMBER:	1.82336E+11 <i>201823-30-1-06-001</i>		
	ACTUAL	ASSESSED	MILL
	VALUE	VALUE	LEVY
ORIGINAL VALUE	\$5,882,107	\$1,705,810	118.303
REVISED VALUE	\$1,492,679	\$432,880	118.303
ABATED VALUE	\$4,389,428	\$1,272,930	118.303
			TAX DOLLARS
			\$201,802.44
			\$51,211.00
			\$150,591.44

Provide your reason for the Abatement/Added in the space below:

Tax payer error. Leasehold improvements erroneously reported and assessed.

*CSG*

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:			
ACCOUNT NUMBER:			
PARCEL NUMBER:			
	ACTUAL	ASSESSED	MILL
	VALUE	VALUE	LEVY
ORIGINAL VALUE		\$0	
REVISED VALUE		\$0	0
ADDED VALUE	\$0	\$0	0
			TAX DOLLARS
			\$0.00
			\$0.00
			\$0.00



# PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: 04/15/19  
Month Day Year

Petitioner's Name: AIMCO 21 FITZSIMMONS LLC  
 Petitioner's Mailing Address: 13155 Noel Rd, #100, LB 73  
Dallas TX 75240  
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>P0028520</u>	<u>21 Fitzsimmons Apartments, 2100 Ursula Street</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ 1,492,679 ( 2018 )  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

_____ Petitioner's Signature  By <u>Paige Paullus</u> Agent's Signature*	Daytime Phone Number ( _____ ) Email _____ Daytime Phone Number ( <u>469</u> ) <u>399-4210</u> Email <u>paige.paullus@ryan.com</u>
--	---

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

	Tax Year _____
Actual	Assessed
Tax	
Original	_____
Corrected	_____
Abate/Refund	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (if a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

\_\_\_\_\_ Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of ADAMS County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:  
Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor KEN MILISSO (~~being present~~ *not present*) and  
Name  
Petitioner AMCO 21 FITZSIMONS (~~being present~~ *not present*), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor, and that the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

2018	\$ 1,492,107.94	\$ 150,591.44
Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

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

**APPROVED**

Account No : R0141978  
 Petition Year : 2017 Date Filed : 12 12 2018 Parcel No : 157333302008  
 Petition of : Community Reach Center  
 Address : 1870 W 122nd Ave.  
 City : Westminster State : CO Zip Code : 80234

Property Location : 1870 W. 122nd Ave., Westminster CO 80234

Code	OCC	PETITIONER'S VALUES		ASSESSOR'S ASSIGNED		TAX WARRANT	
		Actual Value	Value for A.	Actual Value	Value for A.	\$ AMOUNT	
RE	368	L: \$908,070	\$263,340	L: \$5,187,223	\$1,504,290	A. Ratio	29.00%
		I: \$8,591,930	\$2,491,660	I: \$8,127,473	\$2,356,970	Mill Levy	94.395
<b>TOTALS :</b>		<b>\$9,500,000</b>	<b>\$2,755,000</b>	<b>\$13,314,696</b>	<b>\$3,861,260</b>	<b>Tax</b>	<b>\$123,917.98</b>

Petitioner's Statement : Property value assessed at increase from 2016-2017 by 2.5 M. Increase is not substantiated by County means.

Assessor's Report

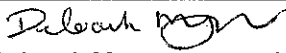
*Situation :* Property was classified as a school (368). Taxpayer operates as a non-profit mental health facility - occupation code (344). The taxpayer applied for an exemption on the exempt portion of the facility and then the taxable value increased. In 2014, the land size was reflected as 13.1 AC and suddenly morphed into double and then triple the size when the exemption was incorrectly applied.

*Action :* Corrected occ code to an office. Assigned the correct exempt portion to both the land and the building. For 2016, 34 percent is commercial and 66 percent is exempt on both the building and the land.

*Recommendation :* Adjust the recommended value to the correct exempt portion of 34 percent commercial and 66 percent exempt on both the land and the building. Full amount \$265,533.14 X 34 percent taxable is the recommended amount.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

Code	OCC	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS	
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment	
RE	344	L: (\$2,333,965)	(\$676,850)	L: \$2,853,258	\$827,440	\$33,636.71	
		I: (\$1,280,731)	(\$371,410)	I: \$6,846,742	\$1,985,560	= Adjusted Tax	
<b>TOTALS :</b>		<b>(\$3,614,696)</b>	<b>(\$1,048,260)</b>	<b>\$9,700,000</b>	<b>\$2,813,000</b>	<b>\$90,281.27</b>	

  
 Deborah Myer 4/30/2019  
 Appraiser Date

RECEIVED

PETITION FOR ABATEMENT OR REFUND OF TAXES

FEB 13 2019

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: 2 / 12 / 17  
Month Day Year

Petitioner's Name: Community Reach Center  
Petitioner's Mailing Address: 1820 W 122nd Ave  
Westminster Co 80234  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) RD141978  
PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY  
1820 W. 122nd Ave  
Westminster Co 80234

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2015 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Property value assessed at increase from 2016-2017 by 2.5M. Increase is not substantiated by any means

Petitioner's estimate of value: \$ 9.5M (2015)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct and complete.

[Signature]  
Petitioner's Signature

Daytime Phone Number (303) 853-3559

Email a.guan@communityreachcenter.org

By \_\_\_\_\_  
Agent's Signature

Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

Tax Year \_\_\_\_\_

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(IXD), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s): \_\_\_\_\_

Assessor's or Deputy Assessor's Signature \_\_\_\_\_

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____	
	<u>Actual</u>	<u>Assessed</u>
	<u>Tax</u>	
Original	_____	_____
Corrected	_____	_____
Abate/Refund	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Assessor's or Deputy Assessor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of ADAMS County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

---

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor KEN MLISSA (being present--not present) and Petitioner COMMUNITY REACH CENTER (being present--not present), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor, and that the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

<u>2017</u>	<u>\$9,700,000</u>	<u>\$ 33,030.74</u>
Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_.

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

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

**APPROVED**

Account No : R0141978  
 Petition Year : 2018 Date Filed : 12 12 2018 Parcel No : 157333302008  
 Petition of : Community Reach Center  
 Address : 1870 W 122nd Ave.  
 City : Westminster State : CO Zip Code : 80234

Property Location : 1870 W. 122nd Ave., Westminster CO 80234

Code	OCC	PETITIONER'S VALUES		ASSESSOR'S ASSIGNED		TAX WARRANT	
		Actual Value	Value for A.	Actual Value	Value for A.	\$ AMOUNT	
RE	368	L: \$908,070	\$263,340	L: \$10,374,038	\$3,008,470	A. Ratio	29.00%
		I: \$8,591,930	\$2,491,660	I: \$16,254,946	\$4,713,930	Mill Levy	104.844
TOTALS :		\$9,500,000	\$2,755,000	\$26,628,984	\$7,722,400	Tax	\$542,452.38

Petitioner's Statement : Property value assessed at increase from 2016-2017 by 2.5 M. Increase is not substantiated by County means.

**Assessor's Report**

*Situation :* Property was classified as a school (368). Taxpayer operates as a non-profit mental health facility - occupation code (344). The taxpayer applied for an exemption on the exempt portion of the facility and then the taxable value increased. In 2014, the land size was reflected as 13.1 AC and suddenly morphed into double and then triple the size when the exemption was incorrectly applied. For 2018, the land suddenly showed 39.3 AC when the lot size had not changed.

*Action :* Corrected occ code to an office. Assigned the correct exempt portion to both the land and the building. For 2016, 34 percent is commercial and 66 percent is exempt on both the building and the land. **Original taxes would have been without the exemption \$809,647.31. With the original exemption, the taxes were \$542,452.38. The land value was shown and taxed more than once overinflating the original property value and taxes when the original exemption was put into place.**

*Recommendation :* Adjust the value to the correct exempt portion of 34 percent commercial and 66 percent exempt on both the land and the building. Adjusted tax without the exemption is \$294,926.17 X 34 percent.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

Code	OCC	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS	
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment	
RE	344	L: (\$7,520,780)	(\$2,181,030)	L: \$2,853,258	\$827,440	\$442,177.48	
		I: (\$9,408,204)	(\$2,728,380)	I: \$6,846,742	\$1,985,560	= Adjusted Tax	
TOTALS :		(\$16,928,984)	(\$4,909,410)	\$9,700,000	\$2,813,000	\$100,274.90	

Deborah Myer                      4/29/2019  
 Appraiser                              Date

RECEIVED

FEB 13 2019

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: 2 / 12 / 19  
Month Day Year

Petitioner's Name: Community Reach Center  
Petitioner's Mailing Address: 1870 W. 122nd Ave  
Westminster CO 80234  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
	<u>1870 W. 122nd Ave</u>
	<u>Westminster CO 80234</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Property value assessed at increase from 2017-2018 by 13m. Increase in value is impossible at that level. Land size doubled  
Petitioner's estimate of value: \$ 9.5m (2015)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

[Signature]  
Petitioner's Signature

Daytime Phone Number (303) 853-3554

Email a.bean@communityreachcenter.org

By \_\_\_\_\_  
Agent's Signature\*

Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_  
Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.  
If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(IXD), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of ADAMS County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:  
Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor KEN MILISSO (~~being present--not present~~) and Petitioner COMMUNITY BEACH CENTER (~~being present--not present~~), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor, and that the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

2018	\$9,700,000.48	\$442,177.48
Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date



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

**APPROVED**

Account No : R0108153  
 Petition Year : 2018 Date Filed : 1/2/2019 Parcel No : 01825-10-4-07-074  
 Petition of : Pinchas, LLC  
 Address : 950 S. Cherry Street, Suite 320  
 City : Denver State : CO Zip Code : 80246

Property Location : 5733 - 5755 N. Washington Street, Denver, CO 80216

Code	OCC	PETITIONER'S VALUES		ASSESSOR'S ASSIGNED		TAX WARRANT \$ AMOUNT	
		Actual Value	Value for A.	Actual Value	Value for A.		
RE	407	L: \$1,956,540	\$567,400	L: \$1,956,540	\$567,400	A. Ratio	29.00%
		I: \$3,070,540	\$890,460	I: \$3,532,785	\$1,024,510	Mill Levy	106.720
<b>TOTALS :</b>		<b>\$5,027,080</b>	<b>\$1,457,860</b>	<b>\$5,489,325</b>	<b>\$1,591,910</b>	<b>Tax</b>	<b>\$169,888.64</b>

Petitioner's Statement : Condition of the property on 1 1 2018 warrents a reduction for the 2018 year

Assessor's Report

*Situation :*

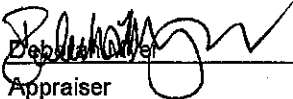
Property was inspected for a prior year BAA. The BAA case was withdrawn for the prior years. It was discovered during the inspection that the property had suffered from significant hail damage on all three buildings (2017 Hail Storm) and was not immediately cured - roof and interior. The amount of the adjustment was the cost of cure for the one time event. **The adjustment is for the 2018 tax year only - not the 2017 tax year.**

*Action :* Recommend stipulation was approved and authorized by former commercial supervisor, Don Delmendo and former Deputy Assessor, Mrs. Cindy South.

*Recommendation :* Adjust the value for 2018.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

Code	OCC	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS	
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment	
RE	407	L: \$0	\$0	L: \$1,956,540	\$567,400		\$14,305.82
		I: (\$462,245)	(\$134,050)	I: \$3,070,540	\$890,460	= Adjusted Tax	
<b>TOTALS :</b>		<b>(\$462,245)</b>	<b>(\$134,050)</b>	<b>\$5,027,080</b>	<b>\$1,457,860</b>		<b>\$155,582.82</b>

  
 Appraiser Date 3/20/2019

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received (Use Assessor's or Commission Date Stamp)

RECEIVED
JAN 02 2019
OFFICE OF THE
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: January 2 2019
Month Day Year

Petitioner's Name: Pinchas, LLC
Petitioner's Mailing Address: c/o Sterling Property Tax Specialists, Inc.
950 S. Cherry Street, Suite 320 Denver CO 80246
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S), PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: R0108153, 5733 N. Washington Street

Petitioner states that the taxes assessed against the above property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. Attach additional sheets if necessary.)

Please see attached.

Petitioner's estimate of value: \$ 5,027,080 (2018)
Value Year

Petitioner requests an abatement or refund of the appropriate taxes.

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Petitioner's Signature
By Kendra Goldstein
Agent's Signature\*

Daytime Phone Number ( )

Daytime Phone Number ( 303 ) 757-8865

By Kendra Goldstein for Sterling Property Tax Specialists, Inc.

\*Letter of agency must be attached when petition is submitted by an agent.

If the board of county commissioners, pursuant to section 39-10-114(1), or the property tax administrator, pursuant to section 39-2-116, denies the petition for refund or abatement of taxes in whole or in part, the petitioner may appeal to the board of assessment appeals pursuant to the provisions of section 39-2-125 within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Tax Year
Actual Assessed Tax
Original
Corrected
Abate/Refund
Assessor recommends approval as outlined above.
No protest was filed for the year: (If a protest was filed, please attach a copy of the NOD.)
Assessor recommends denial for the following reason(s):
Assessor's or Deputy Assessor's Signature

SCANNED

JAN 02 2019

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of ADAMS County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:  
Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor KEN MILUSO (being present--not present) and  
Name

Petitioner PINCHAS LLC (being present--not present), and WHEREAS, the said  
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor, and that the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

2018 \$5,027,080.00 \$14,305.82  
Year Assessed Value Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_ day of \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

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

Account No : R0188193  
 Petition Year : 2017 Date Filed : 2/28/2019 Parcel No : 01509-07-2-28-016  
 Petition of : Joseph Espinosa  
 Address : 22 south 4th Avenue, Suite 202  
 City : Brighton State : Colorado Zip Code : 80601

**APPROVED**

Property Location : 199 W. Southern Street

Code	OCC	PETITIONER'S VALUES		ASSESSOR'S ASSIGNED		TAX WARRANT	
		Actual Value	Value for A.	Actual Value	Value for A.	\$ AMOUNT	
RE	118	L: \$0	\$0	L: \$478,050	\$34,420	A. Ratio	7.20%
		I: \$0	\$0	I: \$3,845,587	\$276,880	Mill Levy	98.764
<b>TOTALS :</b>		\$4,323,637	\$311,300	\$4,323,637	\$311,300	Tax	\$30,745.24

**Petitioner's Statement :**  
 Property is Exempt

Assessor's Report

*Situation :*

Property was incorrectly taxed for 2017

*Action :*

Reviewed - Property should be exempt

*Recommendation :*

Change property classification to Exempt

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

Code	OCC	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS	
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment	
RE	Exempt	L: \$0	\$0	L: \$0	\$0	\$30,475.24	
		I: \$0	\$0	I: \$0	\$0	= Adjusted Tax	
<b>TOTALS :</b>		\$0	\$0	\$4,323,637	\$311,300	\$0.00	

*James Malhotra* 3/28/19  
 Appraiser Date

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

Account No : R0188193  
 Petition Year : 2018 Date Filed : 3/29/2019 Parcel No : 01459-07-2-28-016  
 Petition of : HC BRIGHTON SENIOR I LP c/o Joseph Espinosa  
 Address : 22 south 4th Avenue  
 City : Brighton State : CO Zip Code : 80601

**APPROVED**

Property Location : 199 W SOUTHERN ST

Code	OCC	PETITIONER'S VALUES		ASSESSOR'S ASSIGNED		TAX WARRANT			
		Actual Value	Value for A.	Actual Value	Value for A.	\$ AMOUNT			
RE	118	L:	\$0	\$0	L:	\$478,050	\$34,420	A. Ratio	7.20%
		I:	\$0	\$0	I:	\$3,845,587	\$276,880	Mill Levy	97.887
<b>TOTALS :</b>			\$0	\$0		\$4,323,637	\$311,300	Tax	\$30,783.52

**Petitioner's Statement :**  
 Property is Exempt

**Assessor's Report**

**Situation :**  
 Property Was Valued as a residential apartment that is taxable

**Action :**  
 Information provided indicated the property is exempt

**Recommendation :**  
 The property is not taxable, no taxes are due in 2019.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

Code	OCC	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS	
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment	
RE	118	L:	\$0	\$0	\$0	\$0	\$30,783.52
		I:	\$0	\$0	\$0	\$0	= Adjusted Tax
<b>TOTALS :</b>			\$0	\$0		\$0	\$0.00

Jeremy Maldonado  
 \_\_\_\_\_  
 Appraiser Date

RECEIVED

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: \_\_\_\_\_

Date Received FEB 28 2019  
(Use Assessor's or Commissioners' Date Stamp)

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: 2 24 2019  
Month Day Year

Petitioner's Name: JOSEPH ESPINOSA  
Petitioner's Mailing Address: 22 SOUTH 4TH AVE, SUITE 202  
BRIGHTON CO 80601  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>1569107220016</u>	<u>R61881913</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) \_\_\_\_\_ and \_\_\_\_\_ are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ 4,323,637 (2017) and \$ \_\_\_\_\_  
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

[Signature]  
Petitioner's Signature

Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

By \_\_\_\_\_  
Agent's Signature

Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

	Tax Year _____		Tax Year _____	
	Actual	Assessed	Tax	Assessed
Original	_____	_____	_____	_____
Corrected	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(IXD), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):  
\_\_\_\_\_

Assessor's or Deputy Assessor's

DEBRA BRISTOL  
OPERATIONS MANAGER

HISTORIC CITY HALL BUILDING  
22 SOUTH 4TH AVENUE, SUITE 202  
BRIGHTON, CO 80601  
PHONE: 303.655.2160  
FAX: 303.655.2164  
D.BRISTOL@BRIGHTONHOUSING.ORG  
WWW.BRIGHTONHOUSINGAUTHORITY.ORG

BRIGHTON HOUSING AUTHORITY

**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: \_\_\_\_\_

Date Received \_\_\_\_\_  
 (Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: 5 29 2019  
 Month Day Year

Petitioner's Name: JOSEPH ESPINOSA  
 Petitioner's Mailing Address: 22 SOUTH 4TH AVE.  
BRIGHTON CO 80601  
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>156907220016</u>	<u>R2P158193</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ 4,325,051 2018  
 Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

[Signature]  
 Petitioner's Signature

Daytime Phone Number (303) 455-2160  
 Email ESPINOSA@BRIGHTONHOUSING.ORG

By \_\_\_\_\_  
 Agent's Signature

Daytime Phone Number ( ) \_\_\_\_\_  
 Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.  
 If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

<b>Section II: Assessor's Recommendation</b> (For Assessor's Use Only)			
	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.			
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.			
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (if a protest was filed, please attach a copy of the NOG.)			
<input type="checkbox"/> Assessor recommends denial for the following reason(s):			
_____ Assessor's or Deputy Assessor's Signature			

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III:**

**Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature \_\_\_\_\_

Date \_\_\_\_\_

Assessor's or Deputy Assessor's Signature \_\_\_\_\_

Date \_\_\_\_\_

**Section IV:**

**Decision of the County Commissioners**

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of ADAMS County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor KEN MILLSO (being present--not present) and Petitioner JOSAPH ESPINOSA (being present--not present), and WHEREAS, the said

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (agrees--does not agree) with the recommendation of the Assessor and the petition be (approved--approved in part--denied) with an abatement/refund as follows:

2017	\$4,323,137	\$30,475.24	2018	\$4,323,137	\$30,783.52
Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V:**

**Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date



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

**APPROVED**

Account No: R0180520  
 Petition Year: 2016 Date Filed: 12 18 2018 Parcel No: 156921102018  
 Petition of: Praire Center Retail One LLC c/ Chick Fil A Inc.  
 Address: 5200 Buffington Rd.  
 City: Atlanta State: GA Zip Code: 30349

Property Location : 2035 Praire Center Parkway, Brighton, CO 80601

Code	OCC	PETITIONER'S VALUES		ASSESSOR'S ASSIGNED		TAX WARRANT	
		Actual Value	Value for A.	Actual Value	Value for A.	\$ AMOUNT	
RE	349	L: \$873,122	\$253,210	L: \$873,122	\$253,210	A. Ratio	29.00%
		I: \$126,878	\$36,790	I: \$620,798	\$180,030	Mill Levy	161.100
<b>TOTALS:</b>		\$1,000,000	\$290,000	\$1,493,920	\$433,240	Tax	\$69,794.96

**Petitioner's Statement :** The assessor did not properly consider the cost, market, and income approaches to value or aspects of the property in question.

**Assessor's Report**

**Situation :**

Property valuation for 2016 is not consistant with other years. Jag in value upward when no indication that 2016 is higher than previous or subsequent years.

**Action :**

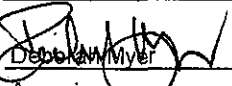
Recommend stipulation authorized by Shannon and Carlos. Value was lower in 2017 and 2018 and recommended the same value for 2016.

**Recommendation :**

Adjust value for 2016.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

Code	OCC	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS	
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment	
RE	349	L: \$0	\$0	L: \$873,122	\$253,210	\$10,817.86	
		I: (\$231,554)	(\$67,150)	I: \$389,244	\$112,880	= Adjusted Tax	
<b>TOTALS:</b>		(\$231,554)	(\$67,150)	\$1,262,366	\$366,090	\$58,977.10	

  
 Debbie W. Meyer 3/20/2019  
 Appraiser Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

DENIED

County: Adams

Date Received RECEIVED (Use Assessor's or County Clerk's Stamp)

Section I: Petitioner, please complete Section I only.

Date: 12 18 2018 Month Day Year

DEC 31 2018 OFFICE OF THE ADAMS COUNTY ASSESSOR

Petitioner's Name: Prairie Center Retail One LLC c/o Chick-Fil-A Inc

Petitioner's Mailing Address: 5200 Buffington Rd

Atlanta GA 30349 City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER (0156921102018) and PROPERTY ADDRESS (2035 Prairie Center Pkwy). Includes handwritten note: (A separate form for each parcel) BO180520

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2016 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

THE ASSESSOR DID NOT PROPERLY CONSIDER THE COST, MARKET & INCOME APPROACH TO VALUE OR ASPECTS OF THE PROPERTY IN QUESTION.

Petitioner's estimate of value: \$ 1,000,000 (2016) Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature Daytime Phone Number ( ) Petitioner's Email Address By Agent's Signature Daytime Phone Number ( 303 ) 347-1878 Agent's Email Address TODD@STEVENSANDASSOC.COM

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only). Includes fields for Tax Year, Actual, Assessed, Tax, and checkboxes for Assessor recommends approval or denial.

SCANNED JAN 03 2019

Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of ADAMS County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:  
Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor KEN MLISSO (being present--not present) and  
Name  
Petitioner PRAIRIE CENTER RETAIL ONE (being present--not present), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

2016	\$1,262,300.00	\$10,817.80
Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

**APPROVED**

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

Account No : R0189332  
 Petition Year : 2017 Date Filed : 12/22/2018 Parcel No : 0182126103002  
 Petition of : Medline Industries Inc.  
 Address : 21111 E 36th Drive  
 City : Aurora State : CO Zip Code : 80111

Code	OCC	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		TAX WARRANT	
		Actual Value	Value for A.	Actual Value	Value for A.		
	407	L: \$5,563,178		L: \$5,563,178	\$1,613,320	A. Ratio	29.00%
		I: \$21,429,351		I: \$25,772,329	\$7,473,980	Mill Levy	130.097
<b>TOTALS :</b>		\$26,992,529	\$7,827,830	\$31,335,507	\$9,087,300	Tax	\$1,182,230

**Petitioner's Statement :**  
 CBOE stipulated to \$26,992,529 for 2018.

**Assessor's Report**

**Situation :**

Property is large manufacturing building that is reportedly owner occupied.

**Action :**

2017 equalization to CBOE's 2018 stipulated value.

**Recommendation :**

A reduction in value is estimated from using appraisal techniques.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

Code	OCC	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS	
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment	
RE	407	L: \$0	\$0	L: \$5,563,178	\$1,613,320		\$163,853.27
		I: \$4,342,978	\$1,259,460	I: \$21,429,351	\$6,214,510	= Adjusted Tax	
<b>TOTALS :</b>		\$4,342,978	\$1,259,460	\$26,992,529	\$7,827,830		\$1,018,377.20

*Gregory Lawrence Korth*

March 22, 2019

Appraiser

Date

Gregory Lawrence Korth

Colorado Certified General Appraiser #CG.200001112

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**RECEIVED**

**Section I:** Petitioner, please complete Section I only.

NOV 02 2018

Date: October 15, 2018  
Month Day Year

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Petitioner's Name: MEDLINE INDUSTRIES INC  
Petitioner's Mailing Address: 3 LAKES DR  
NORTHFIELD IL 60093-2753  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>0182128103002/R0189332</u>	<u>21111 E 36TH DRIVE AURORA, CO 80111</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2017 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Property was appealed in 2018 and stipulated at BOE for \$26,992,529. See attached

Petitioner's estimate of value: \$26,992,529 (2017)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature \_\_\_\_\_ Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_  
Email \_\_\_\_\_  
By B. Diehl Daytime Phone Number (720) 381-2247  
Agent's Signature\* \_\_\_\_\_ Email bdiehl@paradigmatax.com

\*Letter of agency must be attached when petition is submitted by an agent.  
If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-126, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

Tax Year \_\_\_\_\_

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (if a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):  
\_\_\_\_\_

Assessor's or Deputy Assessor's Signature \_\_\_\_\_

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III: Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Assessor's or Deputy Assessor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section IV: Decision of the County Commissioners**

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of ADAMS County, State of Colorado, at a duly and lawfully called regular meeting held on 1/1 at which meeting there were present the following members:  
Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor KEN MLISSO Name *(being present-not present)* and Petitioner MEDINA INDUSTRIES Name *(being present-not present)*, and WHEREAS, the said

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board *(agrees--does not agree)* with the recommendation of the Assessor, and that the petition be *(approved--approved in part--denied)* with an abatement/refund as follows:

2017	\$ 210,992,000	\$ 1103,823.27
<small>Year</small>	<small>Assessed Value</small>	<small>Taxes Abate/Refund</small>

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

Secretary's Signature \_\_\_\_\_ Property Tax Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPROVED**

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

Account No : R0137585      Parcel No :      01721174002002  
 Petition Year : 2017      Date Filed :      4/23/2019  
 Owner Entity : Field Stone Invest  
 Owner Address : 7281 E 96th Ave  
 Owner City : Henderson      State :      CO  
 Property Location : 7281 E 96th Ave

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		TAX WARRANT		
		Actual Value	Value for A.	Actual Value	Value for A.			
REAL	325	L:		L:	\$605,702	\$175,650	A. Ratio 29.00%	
		I:		I:	\$530,573	\$153,870	Mill Levy 86.315	
<b>TOTALS :</b>			\$1,025,000		\$297,250	\$1,136,275	\$329,520	Tax \$28,443

**Petitioner's Statement:**  
 Value Stipulated in 2018 for \$1,025,000

**Assessor's Report**


**Situation :**  
 Equalization of 2017 based on 2018 BAA order and stipulation

**Action :**  
 Equalized 2017 and 2018

**Recommendation :**  
 Equalizing 2017 and 2018

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS		
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment		
REAL	325	L:	\$605,702	\$175,650	L:	\$605,702	\$175,650	\$2,785.39
		I:	\$111,275	\$32,270	I:	\$419,298	\$121,600	= Adjusted Tax
<b>TOTALS :</b>			\$716,977	\$207,920		\$1,025,000	\$297,250	\$25,657.13

  
 Appraiser      April 30, 2019  
 Shannon C. Wheeler      Date  
 Certified General Appraiser

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

RECEIVED

Section I: Petitioner, please complete Section I only.

Date: April 17 2019  
Month Day Year

APR 23 2019

Petitioner's Name: Field Stone Investments LLC

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Petitioner's Mailing Address: 7281 E 96th Ave

Henderson CO 80640  
City or Town State Zip Code

COPY

SCHEDULE OR PARCEL NUMBER 0172117402002 (R0137585)  
PROPERTY ADDRESS 7281 E 96th Ave  
(A separate form for each parcel)

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2017 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

# 105904  
20137585

Value stipulated for 2018

Petitioner's estimate of value: \$ 1,025,000 (2017)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_  
By David Johnson Daytime Phone Number (636) 733-5455  
Petitioner's Signature  
Agent's Signature\*

\*Letter of agency must be attached when petition is submitted by an agent. E-Mail [appeals@jcsco.com](mailto:appeals@jcsco.com)

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

19-34179-0001-CO

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

Tax Year \_\_\_\_\_

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (if a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s): \_\_\_\_\_

Assessor's or Deputy Assessor's Signature \_\_\_\_\_



**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III: Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
 Petitioner's Signature Date

\_\_\_\_\_  
 Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and

Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
 Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Month Year

\_\_\_\_\_  
 County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
 Secretary's Signature Property Tax Administrator's Signature Date

# APPROVED

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

Account No : R0104670  
Petition Year : 2018

Parcel No : 01825-17-1-04-002  
Date Filed : 2/22/2019

Owner Entity : MANJAEKANG INC  
Owner Address : 5450 Federal Boulevard  
Owner City : Denver  
Property Location : 5450 Federal Boulevard

State : CO

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUES		PETITIONER'S REQUESTED VALUES		TAX WARRANT		
		Actual Value	Value for A.	Actual Value	Value for A.			
REAL-Res	343	L:	\$65,946	\$4,748	L:	\$0	A. Ratio	7.20%
		I:	\$409,425	\$29,479	I:	\$0	Mill Levy	123.301
<b>TOTALS :</b>			<b>\$475,371</b>	<b>\$34,230</b>		<b>\$0</b>	Tax	<b>\$4,220.59</b>

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUES		PETITIONER'S REQUESTED VALUES		TAX WARRANT		
		Actual Value	Value for A.	Actual Value	Value for A.			
REAL-Com	343	L:	\$122,424	\$35,503	L:	\$0	A. Ratio	29.00%
		I:	\$492,022	\$142,686	I:	\$0	Mill Levy	123.301
<b>TOTALS :</b>			<b>\$614,446</b>	<b>\$178,190</b>		<b>\$0</b>	Tax	<b>\$21,971.01</b>

**\$1,089,817**
**\$735,000**
**TAX WARRANT \$26,192**

**Petitioner's Statement :**

Value needs adjusting because the property was still under construction in 2018. It was not completed until the end of 2018. And no work was done during 2018 until the end of the year and when the certificate of completion or occupancy was issued.

**Assessor's Report**

**Situation :**

The value was originally considered as if the improvements were completed by the beginning of 2018. There were delays to the project. So the property could not be considered completed until the end of the 2018.

**Action :**

The property was adjusted to consider the delay in getting the construction completed by the owner.

**Recommendation :**

Upon further review, a reduction in value appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

Code	OCC	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS		
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment		
RE	REAL-Res	L:	\$56,511	\$4,070	L:	\$56,512	\$4,070	\$2,263
		I:	\$245,438	\$17,670	I:	\$163,987	\$11,810	= Adjusted Tax
<b>TOTALS :</b>			<b>\$301,949</b>	<b>\$21,740</b>		<b>\$220,499</b>	<b>\$15,880</b>	<b>\$1,958</b>

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

Code	OCC	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS		
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment		
RE	REAL-Com	L:	\$131,859	\$38,240	L:	\$131,861	\$38,240	\$3,573
		I:	\$109,382	\$31,720	I:	\$382,640	\$110,970	= Adjusted Tax
<b>TOTALS :</b>			<b>\$241,241</b>	<b>\$69,960</b>		<b>\$514,501</b>	<b>\$149,210</b>	<b>\$18,398</b>

**\$543,190**
**\$735,000**
**Minus Tax Adjst. \$5,836**

Ed Hermann  
Appraiser  
Certified General Appraiser

April 29, 2019  
Date

Total Tax \$20,356

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PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

Date Received FEB 22 2019  
(Use Assessor's or Commissioners' Date Stamp)

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: 02 22 2019  
Month Day Year

Petitioner's Name: MANJAEKANG INC  
Petitioner's Mailing Address: 10 DAVID G. BERGER  
RHJACOBSON 5336 BRISTOL ST ARVADA 80002  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) R0104670  
PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY  
5450 FEDERAL BLVD  
DENVER, CO 80221

#105 495

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

PROPERTY VALUE WAS LOWERED IN 2017  
THE IMPROVEMENTS WERE STILL PARTIALLY  
COMPLETE JANUARY 1, 2018 SO THE VALUE  
SHOULD REMAIN THE SAME AT 735,000

Petitioner's estimate of value: \$ 735,000 (2018) SEE REPORT ATTACHED  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

SEE LOA Daytime Phone Number ( )  
Petitioner's Signature  
By MAB Email \_\_\_\_\_  
Agent's Signature Daytime Phone Number (303) 642-5251  
Email DBERGER@RHJACOBSON.COM

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and

Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby  
 Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

APPROVED

ABATEMENT FOR TAX YEAR:		2017			
TODAYS DATE		04/17/19			
BUSINESS NAME:	OMNIPOTECH LTD				
ACCOUNT NUMBER:	P0026525				
PARCEL NUMBER:					
	ACTUAL	ASSESSED	MILL	TAX	
	VALUE	VALUE	LEVY	DOLLARS	
ORIGINAL VALUE	\$168,557	\$48,880	130.097	\$6,359.14	
REVISED VALUE	\$76,349	\$22,140	130.097	\$2,880.35	
ABATED VALUE	\$92,208	\$26,740	130.097	\$3,478.79	

Provide your reason for the Abatement/Added in the space below:

Taxpayer provided quantity and cost. Cost was the total cost, but we multiplied the quantity by the cost, which resulted in an excessive valuation.

RECEIVED

APR 26 2019

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

*CJC*

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:					
ACCOUNT NUMBER:					
PARCEL NUMBER:					
	ACTUAL	ASSESSED	MILL	TAX	
	VALUE	VALUE	LEVY	DOLLARS	
ORIGINAL VALUE		\$0		\$0.00	
REVISED VALUE		\$0	0	\$0.00	
ADDED VALUE	\$0	\$0	0	\$0.00	

ABATEMENT FOR TAX YEAR:			2018		
TODAYS DATE			04/16/19		
BUSINESS NAME:		OMNIPOTECH LTD			
ACCOUNT NUMBER:		P0026525			
PARCEL NUMBER:					
		ACTUAL	ASSESSED	MILL	TAX
		VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE		\$134,331	\$38,960	143.303	\$5,583.08
REVISED VALUE		\$61,796	\$17,920	143.303	\$2,567.99
ABATED VALUE		\$72,535	\$21,040	143.303	\$3,015.10
<p>Provide your reason for the Abatement/Added in the space below:</p> <p>Taxpayer provided quantity and cost. We took it as cost each, but taxpayer provided total cost for all. County error.</p>					
<p><b>RECEIVED</b></p> <p>APR 26 2019</p> <p>OFFICE OF THE ADAMS COUNTY ASSESSOR</p> <p><i>CTG</i></p>					
<p>ADDED ASSESSMENT FOR TAX YEAR: <input type="text"/></p>					
BUSINESS NAME:					
ACCOUNT NUMBER:					
PARCEL NUMBER:					
		ACTUAL	ASSESSED	MILL	TAX
		VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE			\$0		\$0.00
REVISED VALUE			\$0	0	\$0.00
ADDED VALUE		\$0	\$0	0	\$0.00

# PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: 04/17/19  
Month Day Year

Petitioner's Name: OMNIPOTECH LTD C/O PROPERTY TAX DEPT - ASHLEY MORRISON

Petitioner's Mailing Address: 11422 CRAIGHEAD DR STE A

HOUSTON TX 77025-5859  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>P0026525</u>	<u>3431 WINDSOR DR</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2017 and 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Taxpayer provided quantity and cost. Cost was the total cost, but we multiplied the quantity by the cost, which resulted in and excessive valuation

Petitioner's estimate of value: \$ 76,349.00 (2017) and \$ 81,798.00 (2018)  
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

Ashley Morrison  
Petitioner's Signature

Daytime Phone Number (281) 768-4802  
amorrison@omnipotech.com  
Daytime Phone Number ( )

By \_\_\_\_\_  
Agent's Signature\*

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

<b>Section II: Assessor's Recommendation</b>						
(For Assessor's Use Only)						
	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.						
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(D), C.R.S.						
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (if a protest was filed, please attach a copy of the NOD.)						
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (if a protest was filed, please attach a copy of the NOD.)						
<input type="checkbox"/> Assessor recommends denial for the following reason(s):						

RECEIVED

APR 26 2019

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

---

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present-not present) and  
Name  
Petitioner \_\_\_\_\_ (being present-not present), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (agrees--does not agree) with the recommendation of the Assessor and the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County  
this \_\_\_\_\_ day of \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

**RECEIVED**

APR 26 2019

OFFICE OF THE  
ADAMS COUNTY ASSESSOR



APPROVED

ABATEMENT FOR TAX YEAR:		2018			
TODAYS DATE		03/04/19			
BUSINESS NAME:	Sports Optical				
ACCOUNT NUMBER:	P0036101				
PARCEL NUMBER:					
	ACTUAL	ASSESSED	MILL	TAX	
	VALUE	VALUE	LEVY	DOLLARS	
ORIGINAL VALUE	\$133,514	\$38,720	106.72	\$4,132.20	
REVISED VALUE	\$70,622	\$20,480	106.72	\$2,185.63	
ABATED VALUE	\$62,892	\$18,240	106.72	\$1,946.57	

Provide your reason for the Abatement/Added in the space below:

Personal property acquisition dates entered incorrectly. County error.

CJG.

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:					
ACCOUNT NUMBER:					
PARCEL NUMBER:					
	ACTUAL	ASSESSED	MILL	TAX	
	VALUE	VALUE	LEVY	DOLLARS	
ORIGINAL VALUE		\$0		\$0.00	
REVISED VALUE		\$0	0	\$0.00	
ADDED VALUE	\$0	\$0	0	\$0.00	

**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**Section I:** Petitioner, please complete Section I only.

Date: 3 / 4 / 19  
Month Day Year

Petitioner's Name: Bret Hunter (Sports Optical)  
 Petitioner's Mailing Address: 5721 Logan St  
Denver CO 80216  
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>P0036101</u>	<u>5721 Logan St</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Personal Property acquisition dates entered incorrectly.

Petitioner's estimate of value: \$ 70622 (2018)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

[Signature]  
Petitioner's Signature

Daytime Phone Number (303) 455-3369  
Email sportsoptical@yahoo.com

By \_\_\_\_\_  
Agent's Signature

Daytime Phone Number ( ) \_\_\_\_\_

Printed Name: \_\_\_\_\_ Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)			
	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.			
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(e)(ii)(D), C.R.S.			
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)			
<input type="checkbox"/> Assessor recommends denial for the following reason(s):			
_____ Assessor or Deputy Assessor's Signature			

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and  
Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto,  
NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor,  
and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

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

Account No : R0071101  
 Petition Year : 2017 Date Filed : 12/27/2018 Parcel No : 0171935404006  
 Petition of : STRAFACE LOUIS T LLC  
 Address : 2220 E 74th Place  
 City : Denver State : CO Zip Code : 80229

Code	OCC	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		TAX WARRANT			
		Actual Value	Value for A.	Actual Value	Value for A.				
	407	L:		L:	\$174,240	\$50,530	A. Ratio	29.00%	
		I:		I:	\$793,830	\$230,210	Mill Levy	104.801	
<b>TOTALS :</b>			\$680,000		\$197,200	\$968,070	\$280,740	Tax	\$29,422

**Petitioner's Statement :**  
 Value assigned exceeds market value.

**Assessor's Report**

**Situation :**

Property consists of two buildings and is multi tenant.

**Action :**

Reviewed petitioners documentation and made further analysis. Petitioner provided a number of leases and is structured as a modified gross arrangement it appears. Made some additional analysis, as well as aspects of the property and believed a small reduction in value was deemed appropriate.

**Recommendation :**

A reduction in value is estimated from using appropriate appraisal techniques.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

Code	OCC	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS		
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment		
RE	407	L:	\$0	\$0	L:	\$174,240	\$50,530	\$2,828.58
		I:	\$93,070	\$26,990	I:	\$700,760	\$203,220	= Adjusted Tax
<b>TOTALS :</b>			\$93,070	\$26,990	\$875,000	\$253,750	\$26,593.25	



March 21, 2019

Appraiser  
 Shannon Wheeler  
 Certified General Appraiser

Date

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

**APPROVED**

Account No : R0071101  
 Petition Year : 2018 Date Filed : 12/27/2018 Parcel No : 0171935404006  
 Petition of : STRAFACE LOUIS T LLC  
 Address : 2220 E 74th Place  
 City : Denver State : CO Zip Code : 80229

Code	OCC	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		TAX WARRANT				
		Actual Value	Value for A.	Actual Value	Value for A.					
	407	L:		L:	\$174,240	\$50,530	A. Ratio	29.00%		
		I:		I:	\$793,830	\$230,210	Mill Levy	106.720		
<b>TOTALS :</b>			\$680,000		\$197,200		\$968,070	\$280,740	Tax	\$29,961

**Petitioner's Statement :**

Value assigned exceeds market value.

**Assessor's Report**

**Situation :**

Property consists of two buildings and is multi tenant.

**Action :**

Reviewed petitioners documentation and made further analysis. Petitioner provided a number of leases and is structured as a modified gross arrangement it appears. Made some additional analysis, as well as aspects of the property and believed a small reduction in value was deemed appropriate.

**Recommendation :**

A reduction in value is estimated from using appropriate appraisal techniques.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

Code	OCC	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS		
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment		
RE	407	L:	\$0	\$0	L:	\$174,240	\$50,530	\$2,880.37
		I:	\$93,070	\$26,990	I:	\$700,760	\$203,220	= Adjusted Tax
<b>TOTALS :</b>			\$93,070	\$26,990		\$875,000	\$253,750	\$27,080.20

March 21, 2019

Appraiser  
 Shannon Wheeler  
 Certified General Appraiser

Date

# PETITION FOR ABATEMENT OR REFUND OF TAXES

County: \_\_\_\_\_

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

RECEIVED

**Section I: Petitioner, please complete Section I only.**

Date: 12 / 24 / 2018  
Month Day Year

DEC 27 2018

Petitioner's Name: Louis T. Straface

Petitioner's Mailing Address: 3235 W. 112th Court  
Westminster Colorado  
City or Town State Zip Code

**OFFICE OF THE**  
**ADAMS COUNTY ASSESSOR**

SCHEDULE OR PARCEL NUMBER(S)  
0171935404006

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY  
2220 E. 74th Place Denver CO. 80229  
Mazone Subd Replat Lot 6

20091101

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2017 and 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ 680,000 ( 2017 ) and \$ 680,000 ( 2018 )  
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Louis T. Straface  
Petitioner's Signature

Daytime Phone Number ( 303 ) 875-4830

Email tim.straface@usengineering.com

By \_\_\_\_\_  
Agent's Signature\*

Daytime Phone Number ( \_\_\_\_\_ )

Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Assessor's or Deputy Assessor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_ County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (*agrees--does not agree*) with the recommendation of the Assessor and the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s): \_\_\_\_\_

Secretary's Signature \_\_\_\_\_ Property Tax Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT: Disposition of Real Estate – Vacant Land</b>
<b>FROM:</b> Seán Braden, Manager of Planning Design & Construction Nicci Beauprez, Land & Asset Coordinator
<b>AGENCY/DEPARTMENT: Facilities &amp; Fleet Management</b>
<b>HEARD AT STUDY SESSION ON: May 21, 2019 during AIR</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Contract to Buy & Sale Real Estate between Esperanza Holding Company, LLC. and Adams County for approximately 1500 square feet of land.

### **BACKGROUND:**

The county owns a portion of lot 23 block 1 in north gardens subdivision that is land locked with no ingress or egress. We engaged our contracted broker to solicit all neighboring parcels for offers to buy this land. The county received two offers and staff recommends selling to the highest offer.

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

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

### **ATTACHED DOCUMENTS:**

Resolution  
Contract to Buy & Sale Real Estate



**FISCAL IMPACT:**

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

<b>Fund: 1</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			11,000
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>11,000</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>0</u>

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

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

**Additional Note:**

Net proceeds are to be determined varying closing costs and County's agent commission.

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

**RESOLUTION APPROVING CONTRACT TO BUY AND SELL REAL ESTATE  
BETWEEN ESPERANZA HOLDING COMPANY LLC AND ADAMS COUNTY  
FOR APPROXIMATELY 1500 SQUARE FEET OF VACANT LAND**

WHEREAS, Adams County owns approximately 1500 square feet of vacant land in North Gardens subdivision; and,

WHEREAS, by means of the attached Contract to Buy and Sell Real Estate, Adams County (“County”) wishes to sell the property to Esperanza Holdings, LLC. (“Buyer”); and,

WHEREAS, the gross purchase price is eleven thousand dollars (\$11,000); and,

WHEREAS, the Buyer is an adjacent property owner allowing the landlocked parcel to be returned to beneficial use; and,

WHEREAS, the sale of the property will return the parcel back onto the tax rolls for the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Contract to Buy and Sell Real Estate between Adams County and Esperanza Holdings LLC, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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



**8z Real Estate**

Jose Pepe Aragon pepe.aragon@8z.com; artdistrict@8z.com  
Ph: 303-941-3829

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.(CBS4-6-18) (Mandatory 1-19)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**CONTRACT TO BUY AND SELL REAL ESTATE  
(LAND)**

**Property with No Residences**  
 **Property with Residences-Residential Addendum Attached**

Date: 5/6/2019

**AGREEMENT**

**1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** Buyer, *Esperanza Holding Company LLC* (Buyer) will take title to the Property described below as

**Joint Tenants**  **Tenants In Common**  **Other n/a.**

**2.2. No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

**2.3. Seller.** *Adams County, Colorado* (Seller) is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of *Adams*, Colorado:

***SUB:NORTH LAWN GARDENS BLK:1 DESC: N 20FT OF LOT 23 (approximately 20 feet deep by 79 feet wide consisting of approximately 1580 square feet) Also known as Parcel number 0182505404032***

known as No. . *Vacant Land, Denver, CO 80221*,

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto except as herein excluded (Property).

**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1. Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions:**

n/a If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

**2.5.2. Personal Property -- Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except n/a.

Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

**2.6. Exclusions.** The following items are excluded (Exclusions): n/a

71 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

72  **2.7.1. Deeded Water Rights.** The following legally described water rights:

73 n/a

74 Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

75  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in  
76 §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing: n/a

77  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well.  
78 Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water  
79 Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in  
80 Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water  
81 Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing  
82 well form for the well and pay the cost of registration. If no person will be providing a closing service in  
83 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The  
84 Well Permit # is n/a.

85  **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing  
86 are as follows: n/a

87 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for  
88 the Property are being conveyed as part of the Purchase Price as follows: n/a

89 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider,  
90 written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer  
91 and use of the taps.**

92 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other  
93 Rights Relating to Water), § 2.7.3 (Well Rights), § 2.7.4 (Water Stock Certificates), or § 2.7.5 (Water and Sewer  
94 Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

95 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

96 n/a

97 **3. DATES, DEADLINES AND APPLICABILITY.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	<b>3 Days After MEC</b>
		<b>Title</b>	
2	§ 8.1, 8.4	Record Title Deadline	<b>15 Days After MEC</b>
3	§ 8.2, 8.4	Record Title Objection Deadline	<b>20 Days After MEC</b>
4	§ 8.3	Off-Record Title Deadline	<b>20 Days After MEC</b>
5	§ 8.3	Off-Record Title Objection Deadline	<b>25 Days After MEC</b>
6	§ 8.5	Title Resolution Deadline	<b>30 Days After MEC</b>
7	§ 8.6	Right of First Refusal Deadline	<i>n/a</i>
		<b>Owners' Association</b>	
8	§ 7.6	Association Documents Deadline	<i>n/a</i>
9	§ 7.4	Association Documents Termination Deadline	<i>n/a</i>
		<b>Seller's Disclosures</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	<i>n/a</i>
		<b>Loan and Credit</b>	
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>n/a</i>
12	§ 5.1	New Loan Application Deadline	<i>n/a</i>
13	§ 5.2	New Loan Termination Deadline	<i>n/a</i>
14	§ 5.3	Buyer's Credit Information Deadline	<i>n/a</i>

141	15	§ 5.3	Disapproval of Buyer's Credit Information	<i>n/a</i>	
142			Deadline		
143	16	§ 5.4	Existing Loan Deadline	<i>n/a</i>	
144	17	§ 5.4	Existing Loan Termination Deadline	<i>n/a</i>	
145	18	§ 5.4	Loan Transfer Approval Deadline	<i>n/a</i>	
146	19	§ 4.7	Seller or Private Financing Deadline	<i>n/a</i>	
147			<b>Appraisal</b>		
148	20	§ 6.2	Appraisal Deadline	<i>n/a</i>	
149	21	§ 6.2	Appraisal Objection Deadline	<i>n/a</i>	
150	22	§ 6.2	Appraisal Resolution Deadline	<i>n/a</i>	
151			<b>Survey</b>		
152	23	§ 9.1	New ILC or New Survey Deadline	<b>25 Days After MEC</b>	
153	24	§ 9.3	New ILC or New Survey Objection Deadline	<b>30 Days After MEC</b>	
154	25	§ 9.3	New ILC or New Survey Resolution Deadline	<b>35 Days After MEC</b>	
155			<b>Inspection and Due Diligence</b>		
156	26	§ 10.3	Inspection Objection Deadline	<i>n/a</i>	
157	27	§ 10.3	Inspection Termination Deadline	<i>n/a</i>	
158	28	§ 10.3	Inspection Resolution Deadline	<i>n/a</i>	
159	29	§ 10.5	Property Insurance Termination Deadline	<i>n/a</i>	
160	30	§ 10.6	Due Diligence Documents Delivery Deadline	<b>20 Days After MEC</b>	
161	31	§ 10.6	Due Diligence Documents Objection Deadline	<b>25 Days After MEC</b>	
162	32	§ 10.6	Due Diligence Documents Resolution Deadline	<b>30 Days After MEC</b>	
163	33	§ 10.6	Environmental Inspection Termination Deadline	<i>n/a</i>	
164	34	§ 10.6	ADA Evaluation Termination Deadline	<i>n/a</i>	
165	35	§ 10.7	Conditional Sale Deadline	<i>n/a</i>	
166	36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>n/a</i>	
167	37	§ 11.1,11.2	Estoppel Statements Deadline	<i>n/a</i>	
168	38	§ 11.3	Estoppel Statements Termination Deadline	<i>n/a</i>	
169			<b>Closing and Possession</b>		
170	39	§ 12.3	Closing Date	<b>60 Days After MEC as mutually agreed</b>	
171	40	§ 17	Possession Date	<b>Day of Closing</b>	
172	41	§ 17	Possession Time	<b>5:00 PM</b>	
173	42	§ 28	<b>Acceptance Deadline Date</b>	<b>6/3/2019</b>	Monday
174	43	§ 28	<b>Acceptance Deadline Time</b>	<b>5:00 PM</b>	
175	44	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	
176	45	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	

198 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision  
199 applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation  
200 "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the  
201 deadline is deleted. If no box is checked in a provision that contains a selection of "None", such provision  
202 means that "None" applies.  
203  
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206 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have  
207 signed this Contract.  
208  
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211 **4. PURCHASE PRICE AND TERMS.**

212 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as  
213 follows:  
214

215

Item No.	Reference	Item	Amount	Amount
216 1	§ 4.1	Purchase Price	\$11,000.00	
217 2	§ 4.3	Earnest Money		\$1,000.00
218 3	§ 4.5	New Loan		
219 4	§ 4.6	Assumption Balance		
220 5	§ 4.7	Private Financing		
221 6	§ 4.7	Seller Financing		
222 7	n/a	n/a		
223 8	n/a	n/a		
224 9	§ 4.4	Cash at Closing		\$10,000.00
225 10		<b>TOTAL</b>	<b>\$11,000.00</b>	<b>\$11,000.00</b>

226

227 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ n/a (Seller Concession). The  
228 Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is  
229 allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing.  
230 Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's  
231 closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge,  
232 expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
233 elsewhere in this Contract.

234 **4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of a check, will be  
235 payable to and held by North American Title (Earnest Money Holder), in its trust account, on behalf of both  
236 Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties  
237 mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of  
238 the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before  
239 Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits  
240 transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller  
241 and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest  
242 Money Holder in this transaction will be transferred to such fund.

243 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest  
244 Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money  
245 Deadline**.

246 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely  
247 terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is  
248 terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money  
249 has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to  
250 Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within  
251 three days of Seller's receipt of such form.

252 **4.4. Form of Funds; Time of Payment; Available Funds.**

253 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan  
254 proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws,  
255 including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good  
256 Funds).

257 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be  
258 paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow  
259 disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer  
260 represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have funds that are immediately  
261 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.  
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- 281 4.5. New Loan. (Omitted as inapplicable)  
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284 4.6. Assumption. (Omitted as inapplicable)  
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286 4.7. Seller or Private Financing. (Omitted as inapplicable)  
287

288 **TRANSACTION PROVISIONS**  
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292 5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)  
293

294 5.3. Credit Information and Buyer's New Senior Loan. (Omitted as inapplicable)  
295

296 5.4. Existing Loan Review. (Omitted as inapplicable)  
297

298  
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300 **APPRAISAL PROVISIONS.**

301 6.1. **Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified  
302 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised  
303 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs  
304 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.  
305

306 6.2. **Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective  
307 loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.  
308

309 6.2.1. **Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value  
310 is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**  
311 Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

312 6.2.1.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this  
313 Contract is terminated; or  
314

315 6.2.1.2. **Appraisal Objection.** Deliver to Seller a written objection accompanied by  
316 either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the  
317 Purchase Price (Lender Verification).  
318

319 6.2.1.3. **Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or  
320 before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement  
321 thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**  
322 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination,  
323 i.e., on or before expiration of **Appraisal Resolution Deadline**.  
324

325 6.3. **Lender Property Requirements.** If the lender imposes any written requirements, replacements,  
326 removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property  
327 (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract  
328 terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless  
329 prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the  
330 Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in  
331 writing by Buyer.  
332

333 6.4. **Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be  
334 timely paid by  Buyer  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser,  
335 appraisal management company, lender's agent or all three.  
336

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340 7. **OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common  
341 Interest Community and subject to the declaration (Association).  
342

343 7.1. **Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A**  
344 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.**  
345 **THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'**  
346 **ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND**  
347 **REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS**  
348 **WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN**  
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351 OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE  
352 ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL  
353 IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE  
354 COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN  
355 ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND  
356 THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON  
357 INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE  
358 ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY  
359 AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.  
360

361 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association  
362 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller  
363 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's  
364 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents,  
365 regardless of who provides such documents.  
366

367 **7.3. Association Documents.** Association documents (Association Documents) consist of the  
368 following:  
369

370 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of  
371 organization, operating agreements, rules and regulations, party wall agreements and the Association's  
372 responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

373 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive  
374 boards' or managers' meetings; such minutes include those provided under the most current annual disclosure  
375 required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the  
376 minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent  
377 minutes, if any (§§ 7.3.1 and 7.3.2, collectively, **Governing Documents**); and

378 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual  
379 Disclosure, including, but not limited to, property, general liability, association director and officer professional  
380 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles,  
381 additional named insureds and expiration dates of the policies listed (**Association Insurance Documents**);

382 **7.3.4.** A list by unit type of the Association's assessments, including both regular and  
383 special assessments as disclosed in the Association's last Annual Disclosure;

384 **7.3.5.** The Association's most recent financial documents which consist of: (1) the  
385 Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial  
386 statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's  
387 last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list  
388 of the fees and charges (regardless of name of title of such fees or charges) that the Association's community  
389 association manager or Association will charge in connection with the Closing including, but not limited to, any  
390 fee incident to the issuance of the Association's statement of assessments (**Status Letter**), any rush or update  
391 fee charged for the Status Letter, any record change fee or ownership record transfer fees (**Record Change**  
392 **Fee**), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working  
393 capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, **Financial Documents**);

394 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action"  
395 under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or  
396 disapproved such action (**Construction Defect Documents**). Nothing in this Section limits the Seller's obligation  
397 to disclose adverse material facts as required under § 10.2 (**Disclosure of Adverse Material Facts; Subsequent**  
398 **Disclosure; Present Condition**) including any problems or defects in the common elements or limited common  
399 elements of the Association property.  
400

401 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.  
402 Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Termination Deadline**,  
403 based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective  
404 discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer,  
405 at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on  
406 or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the  
407 Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller  
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421 after ~~Closing Date~~, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does  
422 not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association  
423 Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the  
424 provisions of § 8.6 (Right of First Refusal or Contract Approval).  
425  
426

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

428 **8.1. Evidence of Record Title.**

429  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the  
430 title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record**  
431 **Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title  
432 Commitment), in an amount equal to the Purchase Price, or if this box is checked,  an **Abstract of Title**  
433 certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as  
434 soon as practicable at or after Closing.  
435

436  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the  
437 title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record**  
438 **Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title  
439 Commitment), in an amount equal to the Purchase Price.  
440

441 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

442 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not**  
443 contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete  
444 or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements,  
445 (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time  
446 of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed  
447 tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by  **Buyer**  
448  **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other n/a**.  
449

450 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or  
451 delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require  
452 a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance  
453 Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title,  
454 Resolution).  
455

456 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,  
457 declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other  
458 documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in  
459 the Title Commitment furnished to Buyer (collectively, Title Documents).  
460

461 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,  
462 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of  
463 the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the  
464 documents required in this Section will be at the expense of the party or parties obligated to pay for the  
465 owner's title insurance policy.  
466

467 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title  
468 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**  
469 **Deadline**.  
470

471 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title  
472 Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or  
473 before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or  
474 content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title  
475 condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are  
476 not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title  
477 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title  
478 Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such  
479 documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2)  
480 any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title  
481 Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2  
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491 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to  
492 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required  
493 by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title  
494 Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the  
495 Abstract of Title, Title Commitment and Title Documents as satisfactory.  
496

497 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true  
498 copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all  
499 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or  
500 other title matters (including, without limitation, rights of first refusal and options) not shown by public records,  
501 of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New**  
502 **Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate  
503 if any third party has any right in the Property not shown by public records (e.g., unrecorded easement,  
504 boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any  
505 unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2  
506 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on  
507 or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the  
508 **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review  
509 and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection  
510 pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in §  
511 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title  
512 Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters  
513 and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.  
514

515 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**  
516 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**  
517 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS**  
518 **MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF**  
519 **SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO**  
520 **DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS**  
521 **SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY**  
522 **CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE**  
523 **PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY**  
524 **COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**  
525

526 A tax certificate from the respective county treasurer listing any special taxing districts that effect the  
527 Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is  
528 located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective  
529 discretion, Buyer may object, on or before **Record Title Objection Deadline**. If the Tax Certificate shows that  
530 the Property is included in a special taxing district and is received by Buyer after the **Record Title Deadline**,  
531 Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's  
532 inclusion in a special taxing district as unsatisfactory to Buyer.  
533

534 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective  
535 discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), §  
536 8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the  
537 applicable deadline, Buyer has the following options:  
538

539 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any  
540 title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not  
541 agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on  
542 the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's  
543 Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to  
544 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
545 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3  
546 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically  
547 extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or  
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549 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under  
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561 § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole  
562 subjective discretion.

563 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property  
564 or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and  
565 conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to  
566 approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or  
567 expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly  
568 notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this  
569 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

570 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and  
571 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the  
572 title, ownership and use of the Property, including, without limitation, boundary lines and encroachments,  
573 set-back requirements, area, zoning, building code violations, unrecorded easements and claims of  
574 easements, leases and other unrecorded agreements, water on or under the Property, and various laws and  
575 governmental regulations concerning land use, development and environmental matters.

576 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
577 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND**  
578 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**  
579 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS,**  
580 **OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**  
581 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE**  
582 **PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

583 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**  
584 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**  
585 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**  
586 **COUNTY CLERK AND RECORDER.**

587 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**  
588 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,**  
589 **WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,**  
590 **PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING**  
591 **FACILITIES.**

592 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
593 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**  
594 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE**  
595 **COLORADO OIL AND GAS CONSERVATION COMMISSION.**

596 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be  
597 excepted, excluded from, or not covered by the owner's title insurance policy.

598 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such  
599 matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and  
600 **Off-Record Title Objection Deadline**).

601 **9. NEW ILC, NEW SURVEY.**

602 **9.1. New ILC or New Survey.** If the box is checked, a: 1)  **New Improvement Location Certificate**  
603 **(New ILC);** or, 2)  **New Survey** in the form of *n/a*; is required and the following will apply:

604 **9.1.1. Ordering of New ILC or New Survey.**  **Seller**  **Buyer** will order the New ILC or New  
605 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,  
606 certified and updated as of a date after the date of this Contract.

607 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be  
608 paid, on or before Closing, by:  **Seller**  **Buyer** or *n/a*

609 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or  
610 the provider of the opinion of title if an Abstract of Title) and **buyers agent** will receive a New ILC or New  
611 Survey on or before **New ILC or New Survey Deadline**.

612 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by  
613

631 the surveyor to all those who are to receive the New ILC or New Survey.

632 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a  
633 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or  
634 change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion,  
635 waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

636 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the **New ILC or**  
637 **New Survey**. If the **New ILC or New Survey** is not timely received by Buyer or is unsatisfactory to Buyer, in  
638 Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**,  
639 notwithstanding § 8.3 or § 13:

640 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is  
641 terminated; or

642 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that  
643 was to be shown or is shown in the **New ILC or New Survey** that is unsatisfactory and that Buyer requires  
644 Seller to correct.

645 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received  
646 by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed  
647 in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will  
648 terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's  
649 written withdrawal of the **New ILC or New Survey Objection** before such termination, i.e., on or before  
650 expiration of **New ILC or New Survey Resolution Deadline**.

651 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

652 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, AND**  
653 **SOURCE OF WATER.**

654 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller  
655 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's  
656 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of  
657 this Contract.

658 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller  
659 must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract.  
660 Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an  
661 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer.  
662 Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days  
663 after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges  
664 that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

665 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right  
666 to have inspections (by one or more third parties, personally or both) of the Property and Inclusions  
667 (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the  
668 roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of  
669 the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and  
670 communication services), systems and components of the Property (e.g., heating and plumbing), (4) any  
671 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise  
672 (whether on or off the Property) and its effect or expected effect on the Property or its occupants is  
673 unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

674 **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to  
675 Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

676 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing,  
677 pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. **Inspection**  
678 **Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in §**  
679 **3.1 for Inspection Termination Deadline.**

680 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before  
681 **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on

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701 or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline**  
702 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or  
703 before expiration of **Inspection Resolution Deadline**.  
704

705 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other  
706 written agreement between the parties, is responsible for payment for all inspections, tests, surveys,  
707 engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that  
708 occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any  
709 kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold  
710 Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any  
711 such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by  
712 Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including  
713 Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the  
714 termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection  
715 Resolution.  
716

717 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of  
718 and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or  
719 before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the Property  
720 Insurance, in Buyer's sole subjective discretion.  
721

722 **10.6. Due Diligence.**

723 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver  
724 copies of the following documents and information pertaining to the Property (Due Diligence Documents) to  
725 Buyer on or before **Due Diligence Documents Delivery Deadline**:  
726

727  **10.6.1.1.** All contracts relating to the operation, maintenance and management of the  
728 Property;  
729

730  ~~10.6.1.2. Property tax bills for the last n/ years,~~ N/A  
731

732  **10.6.1.3.** As-built construction plans to the Property and the tenant improvements,  
733 including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent  
734 Certificates of Occupancy, to the extent now available;  
735

736  **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;  
737

738  **10.6.1.5.** Operating statements for the past n/a years;  
739

740  **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;  
741

742  **10.6.1.7.** All current leases, including any amendments or other occupancy  
743 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the  
744 Property that survive Closing are as follows (Leases): n/a  
745

746  **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete  
747 but has not yet been completed and capital improvement work either scheduled or in process on the date of  
748 this Contract;  
749

750  **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims  
751 which have been made for the past n/a years;  
752

753  **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the  
754 Property (if not delivered earlier under § 8.3);  
755

756  **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II  
757 environmental reports, letters, test results, advisories and similar documents respective to the existence or  
758 nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or  
759 underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller  
760 warrants that no such reports are in Seller's possession or known to Seller;  
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762  **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning  
763 the compliance of the Property with said Act;  
764

765  **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any  
766 governmental authority with jurisdiction over the Property and written notice of any violation of any such  
767 permits, licenses or use authorizations, if any; and  
768

769  **10.6.1.14.** Other documents and information:  
770

n/a

771  
772           **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and  
773 object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are  
774 unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**  
775 **Objection Deadline:**

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777           **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this  
778 Contract is terminated; or

779  
780           **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description  
781 of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

782           **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents  
783 Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and  
784 Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution**  
785 **Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller  
786 receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on  
787 or before expiration of **Due Diligence Documents Resolution Deadline**.

788  
789           **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence**  
790 **Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any  
791 governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

792           **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental  
793 inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable.   
794 **Seller** **Buyer** will order or provide  **Phase I Environmental Site Assessment**,  **Phase II**  
795 **Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527  
796 standard practices for Environmental Site Assessments) and/or  **n/a**, at the expense of **Seller** **Buyer**  
797 (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether  
798 the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and  
799 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's  
800 and any Seller's tenants' business uses of the Property, if any.

801           If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site  
802 Assessment, the **Environmental Inspection Termination Deadline** will be extended by **n/** days (Extended  
803 Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination  
804 Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such  
805 event, **Seller** **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

806           Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this §  
807 10.6.4, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Termination**  
808 **Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any  
809 unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

810           Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**,  
811 based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

812           **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of  
813 that certain property owned by Buyer and commonly known as **n/a**. Buyer has the Right to Terminate under §  
814 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if  
815 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller  
816 does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right  
817 to Terminate under this provision.

818           **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).**  
819 Buyer **Does** **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of  
820 Water Addendum disclosing the source of potable water for the Property.  There is **No Well**. Buyer **Does**  
821 **Does Not** acknowledge receipt of a copy of the current well permit.

822           **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE**  
823 **GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED**  
824 **SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

825           **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of  
826 the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or  
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841 rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend,  
842 alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property  
843 without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.  
844

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846 **11. ESTOPPEL STATEMENTS.**

847 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel  
848 Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on  
849 or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to  
850 Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease  
851 stating:  
852

853  
854 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

855 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent  
856 modifications or amendments;

857 **11.1.3.** The amount of any advance rentals paid, rent concessions given, and deposits paid to  
858 Seller;

859  
860 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

861 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

862 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and  
863 complete copy of the Lease demising the premises it describes.  
864

865 **11.2. Seller Estoppel Statements.** In the event Seller does not receive from all tenants of the  
866 Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel  
867 Statement setting forth the information and documents required §11.1 above and deliver the same to Buyer on  
868 or before **Estoppel Statements Deadline**.  
869

870 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 25.1, on or  
871 before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in  
872 Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel**  
873 **Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.  
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878 **CLOSING PROVISIONS**  
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880 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

881 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing  
882 Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and  
883 Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's  
884 lender is required to provide the Closing Company, in a timely manner, all required loan documents and  
885 financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and  
886 documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller  
887 will sign and complete all customary or reasonably-required documents at or before Closing.  
888

889 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  Are  Are  
890 Not executed with this Contract.  
891

892 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the  
893 date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing  
894 will be as designated by seller.  
895

896 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of  
897 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title  
898 companies).  
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900  
901 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract,  
902 including the tender of any payment due at Closing, Seller, provided another deed is not selected, must  
903 execute and deliver a good and sufficient special warranty deed to Buyer, at Closing. However, if the box is  
904 checked, the parties agree to use the corresponding deed instead:  
905

906  general warranty deed  bargain and sale deed  quit claim deed  personal representative's deed  
907  . deed.  
908  
909

911 **13.1. Special Warranty Deed and General Warranty Deed Exceptions.** If title will be conveyed  
912 using a special warranty deed or a general warranty deed, title will be conveyed subject to:

- 913 **13.1.1.** General taxes for the year of Closing,  
914 **13.1.2.** Distribution utility easements (including cable TV),  
915 **13.1.3.** Those specifically described rights of third parties not shown by the public records  
916 of which Buyer has actual knowledge and which were accepted by Buyer in accordance with with § 8.3  
917 (Off-Record Title) and § 9 (New ILC or New Survey),  
918 **13.1.4.** Inclusion of the Property within any special taxing district,  
919 **13.1.5.** Any special assessment if the improvements were not installed as of the date of  
920 Buyer's signature hereon, whether assessed prior to or after Closing and  
921 **13.1.6.** Other *n/a*.

922 **13.2. Special Warranty Deed.** In addition to the requirements of § 13.1, if title will be conveyed by  
923 a special warranty deed, Seller will warrant title against all persons claiming by, through or under Seller subject  
924 to those specific recorded exceptions, if any, created during Seller's ownership of the Property and described  
925 by reference to recorded documents shown as Exceptions in the Title Documents that are accepted by Buyer  
926 in accordance with § 8.2 (Record Title) and described in the deed by reference to the specific recording  
927 information for each recorded document.

928 **13.3. General Warranty Deed.** In addition to the requirements of § 13.1, if title will be conveyed by  
929 a general warranty deed, Seller will warrant the title subject to those specific recorded exceptions described by  
930 reference to recorded documents shown as Exceptions in the Title Documents that are accepted by Buyer in  
931 accordance with § 8.2 (Record Title) and described in the deed by reference to the specific recording  
932 information for each recorded document.

933 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts  
934 owed on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental  
935 liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not  
936 and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or  
937 from any other source.

938 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

939 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs  
940 and all other items required to be paid at Closing, except as otherwise provided herein.

941 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  
942  Buyer  Seller  One-Half by Buyer and One-Half by Seller  
943  Other *n/a*

944 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to **Closing Date**,  
945 Seller agrees to promptly request the Association to deliver to Buyer a current Status Letter. Any fees incident  
946 to the issuance of Association's Status Letter must be paid by  None  Buyer  Seller  One-Half by  
947 Buyer and One-Half by Seller. Any Record Change Fee must be paid by  None  Buyer  Seller  
948  One-Half by Buyer and One-Half by Seller.

949 **15.4. Local Transfer Tax.**  The Local Transfer Tax of *n/a* % of the Purchase Price must  
950 be paid at Closing by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

951 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property,  
952 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at  
953 Closing by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller. The Private Transfer  
954 fee, whether one or more, is for the following association(s): *n/a* in the total amount of *na*% of the Purchase  
955 Price or \$.

956 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of  
957 this Contract, do not exceed \$*n/a* for:

- 958  Water Stock/Certificates  Water District  
959  Augmentation Membership  Small Domestic Water Company  *n/a* and must be paid at Closing by  
960  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller

961 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction



981 must be paid when due by None Buyer Seller  One-Half by Buyer and One-Half by Seller.

982 **15.8. FIRPTA and Colorado Withholding.**

983 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of  
984 the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not  
985 occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this  
986 Section is checked, Seller represents that Seller IS a foreign person for purposes of U.S. income taxation. If  
987 the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S.  
988 income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
989 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes  
990 Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax  
991 advisor to determine if withholding applies or if an exemption exists.

992 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a  
993 portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after  
994 Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any  
995 reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing  
996 Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to  
997 determine if withholding applies or if an exemption exists.

1000 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the **Closing**  
1001 **Date**, except as otherwise provided:

1002 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any and  
1003 general real estate taxes for the year of Closing, based on  Taxes for the Calendar Year Immediately  
1004 Preceding Closing  Most Recent Mill Levy and Most Recent Assessed Valuation,  Other seller is  
1005 tax exempt.

1006 **16.2. Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller will  
1007 transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful  
1008 deductions and notify all tenants in writing of such transfer and of the transferee's name and address. Seller  
1009 must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such  
1010 Leases.

1011 **16.3. Association Assessments.** Current regular Association assessments and dues  
1012 (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the  
1013 regular Association Assessments for deferred maintenance by the Association will not be credited to Seller  
1014 except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be  
1015 obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special  
1016 assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller.  
1017 Except however, any special assessment by the Association for improvements that have been installed as of  
1018 the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller.  
1019 Seller represents there are no unpaid regular or special assessments against the Property except the current  
1020 regular assessments and *n/a*. Association Assessments are subject to change as provided in the Governing  
1021 Documents.

1022 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan an **None**  
1023 **known**.

1024 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

1025 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at  
1026 **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

1027 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and  
1028 will be additionally liable to Buyer for payment of \$ n/a per day (or any part of a day notwithstanding § 18.1)  
1029 from **Possession Date** and **Possession Time** until possession is delivered.

1030 **GENERAL PROVISIONS**

1051 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**  
1052 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United  
1053 States Mountain Time (Standard or Daylight Savings, as applicable).  
1054 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after  
1055 MEC), when the ending date is not specified, the first day is excluded and the last day is included. If any  
1056 deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline  **Will**   
1057 **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be  
1058 checked, the deadline will not be extended.  
1059  
1060  
1061  
1062  
1063 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION;**  
1064 **AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be  
1065 delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.  
1066 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other  
1067 perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the  
1068 total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be  
1069 paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to  
1070 repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing**  
1071 **Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer  
1072 elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all  
1073 insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the  
1074 Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may  
1075 not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing,  
1076 the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the  
1077 option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
1078 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the  
1079 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller  
1080 has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of  
1081 any deductible that applies to the insurance claim.  
1082 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and  
1083 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or  
1084 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is  
1085 earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size,  
1086 age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such  
1087 Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
1088 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or  
1089 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under §  
1090 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair  
1091 or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives  
1092 such a credit, Seller's right for any claim against the Association, if any, will survive Closing.  
1093 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending  
1094 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly  
1095 notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or  
1096 before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer  
1097 elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is  
1098 entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of  
1099 the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the  
1100 Purchase Price.  
1101 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to  
1102 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions  
1103 complies with this Contract.  
1104 **19.5. Home Warranty. [Intentionally Deleted]**  
1105 **19.6. Risk of Loss -- Growing Crops** The risk of loss for damage to growing crops by fire or other  
1106 casualty will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled  
1107  
1108  
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1119  
1120

1121 to such insurance proceeds or benefits for the growing crops.  
1122

1123 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller  
1124 acknowledge that the respective broker has advised that this Contract has important legal consequences and  
1125 has recommended the examination of title and consultation with legal and tax or other counsel before signing  
1126 this Contract.  
1127  
1128

1129 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines  
1130 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including  
1131 Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as  
1132 provided in this Contract or waived, the non-defaulting party has the following remedies:  
1133

1134 **21.1. If Buyer is in Default:**

1135  **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest  
1136 Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest  
1137 Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such  
1138 additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force  
1139 and effect and Seller has the right to specific performance or damages, or both.  
1140

1141 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1.  
1142 **is checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to  
1143 Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES  
1144 and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4,  
1145 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform  
1146 the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional  
1147 damages.  
1148

1149 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all  
1150 Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be  
1151 proper. ~~Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the~~  
1152 ~~right to specific performance or damages, or both.~~  
1153

1154 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event  
1155 of any ~~arbitration or~~ litigation relating to this Contract, prior to or after **Closing Date**, the ~~arbitrator or~~ court must  
1156 award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and  
1157 expenses.  
1158

1159 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not  
1160 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties  
1161 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot  
1162 impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to  
1163 the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the  
1164 cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute  
1165 is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the  
1166 other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section  
1167 prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the  
1168 date of written notice requesting mediation. This Section will not alter any date in this Contract, unless  
1169 otherwise agreed.  
1170

1171 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must  
1172 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In  
the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the  
Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any  
proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of  
competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money

Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

**25. TERMINATION.**

**25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

**25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

**26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

**27. NOTICE, DELIVERY AND CHOICE OF LAW.**

**27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

**27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or None Other.

**27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

**27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

**28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

**29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith

including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and Source of Water.**

**ADDITIONAL PROVISIONS AND ATTACHMENTS**

**30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

**Buyer Jose J Aragon is a licensed real estate agent in the state of Colorado and related to buyer Doricel Aragon**

**31. OTHER DOCUMENTS.**

**31.1.** The following documents are a part of this Contract:

n/a

**31.2.** The following documents have been provided but are **not** a part of this Contract:

n/a

**SIGNATURES**

*Doricel Aragon, Manager*

Date: 5/6/2019

Buyer: **Esperanza Holding Company LLC**

By: **Doricel Aragon, Manager**

*Jose J Aragon, Manager*

Date: 5/6/2019

Buyer: **Esperanza Holding Company LLC**

By: **Jose J Aragon, Manager**

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Date: \_\_\_\_\_

Seller: **Adams County, Colorado**

By: ,

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

**32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not

already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

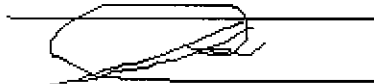
Broker is working with Buyer as a  **Buyer's Agent**  **Transaction-Broker** in this transaction.  This is a **Change of Status**

**Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by  **Listing Brokerage**  **Buyer**  **Other n/a.**

Brokerage Firm's Name: **8z Real Estate**

Brokerage Firm's License #: **EC 100030076**



Date: 5/6/2019

Broker's Name: **Jose Pepe Aragon**

Broker's License #: **EA 040024124**

Address: **1123 Santa Fe Dr Denver, CO 80204**

Ph: **303-941-3829** Fax: Email Address: **pepe.aragon@8z.com; artdistrict@8z.com**

### 33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a  **Seller's Agent**  **Transaction-Broker** in this transaction.  This is a **Change of Status.**

**Customer.** Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by  **Seller**  **Buyer**  **Other n/a.**

Brokerage Firm's Name: **Guidance Corporate Realty Advisors**

Brokerage Firm's License #:

Date: \_\_\_\_\_

Broker's Name: **Norman DeHart**

Broker's License #:

Address: **521 Valley View Drive Boulder, CO 80304**

Ph: 303-442-5400 Fax: n/a Email Address: ndehart@guidancebrokers.com

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**CBS4-6-18. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)**

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## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Intergovernmental agreement with Ricardo Flores Magon Academy for GOCO grant
<b>FROM:</b> Byron Fanning, Director of Parks and Open Space and Shannon McDowell
<b>AGENCY/DEPARTMENT:</b> Parks and Open Space
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the intergovernmental agreement with Ricardo Flores Magon Academy to act as the fiscal agent for a Great Outdoors Colorado grant benefitting the Ricardo Flores Magon Academy school.

### **BACKGROUND:**

On October 30, 2018, the Board of County Commissioners approved a resolution to support and sponsor Ricardo Flores Magon Academy's grant application to Great Outdoors Colorado (GOCO) to renovate a playground at the school. On March 8, 2019, we received word that the Great Outdoors Colorado Board approved the grant for \$110,000.

In order to accept these funds, there are two agreements required. First is a grant agreement with GOCO. The Chair of the Board of County Commissioners was authorized to sign the grant agreement with GOCO as part of the resolution approved on October 30, 2018. Second, and the subject of this public hearing item, is an intergovernmental agreement with the Ricardo Flores Magon Academy to define each organization's roles and responsibilities for the grant and the project as a whole. According to this agreement, Adams County will serve as a fiscal agent for the grant, taking payment from GOCO and transmitting that payment to Ricardo Flores Magon Academy. The school will bind itself to Adams County to meet all terms of the grant agreement between Adams County and GOCO.

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

Ricardo Flores Magon Academy

### **ATTACHED DOCUMENTS:**

Resolution

Intergovernmental Agreement with Ricardo Flores Magon Academy

**FISCAL IMPACT:**

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

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

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

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

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

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

**Additional Note:**

The \$110,000 grant will be passed through Adams County to Ricardo Flores Magon Academy.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
ADAMS COUNTY, COLORADO AND RICARDO FLORES MAGON ACADEMY

WHEREAS, on October 30, 2018, Adams County agreed to sponsor the Ricardo Flores Magon Academy's grant application to Great Outdoors Colorado (GOCO) to renovate the play yard at Ricardo Flores Magon Academy; and,

WHEREAS, by agreeing to sponsor this application, Adams County agreed to serve as the applicant and as a grantee if a grant is awarded; and,

WHEREAS, on March 6, 2019, Great Outdoors Colorado awarded Adams County a \$110,000 grant for the RFMA Outdoor School Yard project; and,

WHEREAS, Adams County and Ricardo Flores Magon Academy desire to formalize their partnership on this project by executing an intergovernmental agreement that defines each organization's role and responsibility in the implementation of the grant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Intergovernmental Agreement Between Adams County and Ricardo Flores Magon Academy, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY,  
COLORADO AND RICARDO FLORES MAGÓN ACADEMY

This Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Adams County, Colorado, (“County”), and Ricardo Flores Magón Academy, a public charter school of the State of Colorado (“RFMA”) (collectively “Parties” and individually a “Party”).

**I. Recitals**

Whereas, the County has applied for and received a grant from Great Outdoors Colorado, (GOCO) for Ricardo Flores Magón Academy – 5301 Lowell Boulevard, Denver, CO 80221 (the “Grant”); and,

Whereas, RFMA is an ineligible recipient of the Grant and the Parties intend by this Agreement for the County to be the conduit through which RFMA will receive the benefit of the grant; and,

Whereas, the Grant is attached to this Agreement as Exhibit A and incorporated herein; and,

Whereas, RFMA intends to bind itself to the County and perform and be responsible for all of the County’s obligations stated in the Grant; and,

Whereas, RFMA intends to convey to the County a limited interest in the real property described in Exhibit B which limited property interest shall be for the purposes of satisfying the terms and conditions of the Grant.

**II. Agreement**

1. The County shall use its best efforts to fulfill all the conditions precedent to obtain the grant stated in the Grant. RFMA will cooperate with the County and provide all documents necessary for the County to fulfill the conditions precedent. RFMA further assumes all other County liabilities, and shall be liable to the County for all the County’s obligations to GOCO contained in the Grant, including, but not limited to, making requests to annually appropriate funds to maintain the improvements. RFMA will use its best efforts to fully consider such appropriation. The parties understand GOCO is relying upon fair and full consideration of annual appropriation in its decision to extend its resources and the Grant. In the event that RFMA fails to appropriate sufficient funds to meet the obligations of the Grant, RFMA shall provide notice to GOCO of the specific reason(s) for any decision not to appropriate funding. RFMA’s staff shall notify the Board of any recommendation not to fund or to partially fund the annual appropriation necessary to fulfill County’s obligations to GOCO.

2. The County does not assume any obligation to RFMA to construct, operate, or maintain the improvements contemplated by the Grant.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY,  
COLORADO AND RICARDO FLORES MAGÓN ACADEMY

3. Unless a claim by GOCO arises out of the negligence or other wrongful act of the County, RFMA shall, to the extent allowed by law, indemnify the County for any claim under the Grant, in the same manner and extent as the County may be responsible to GOCO.

4. RFMA shall operate and maintain the improvements contemplated by the Grant, in accordance with established RFMA policy for playground maintenance. RFMA shall, to the extent allowed by law, indemnify County for any claim for personal injuries, property damage or wrongful death asserted as a result of the construction, operation, maintenance, or use of the improvements contemplated by the Grant. Nothing in this Agreement is intended to waive the parties' protections as set forth in the Colorado Governmental Immunity Act.

5. By executing this Agreement the Parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation. Funds for the improvements shall come solely from the Grant, and nothing in this Agreement is intended, nor shall be construed as, an obligation for the County to provide funding for the improvements other than from Grant funds.

6. This Agreement does not create any rights in any individual not a party to this Agreement.

7. This Agreement, including all exhibits, shall constitute the entire agreement of the Parties.

8. RFMA hereby grants to the County a limited license in, and right of entry to, the property described in Exhibit B for the purposes stated in the Grant, Exhibit A, and for no other purpose. Such license and right of entry shall be exercised only in the event RFMA has failed to comply with the requirements of the Grant and shall include all rights reasonably necessary, as determined by the County, for the County to enter upon the property and perform its obligations to GOCO under the Grant. This right includes the ability of the County to use its employees, agents or outside contractors. This license and right of entry further includes the right to enter upon the property with any equipment or vehicles.

9. This Agreement, including the limited right of entry and license, shall terminate simultaneously with the termination of all County obligations under the Grant.

10. Payment of Grant funds shall be made in accordance with GOCO's reimbursement policy. Payment(s) shall be remitted to RFMA within twenty (20) days of the County's receipt of said funds from GOCO.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY,  
COLORADO AND RICARDO FLORES MAGÓN ACADEMY

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the County and RFMA have executed this Agreement  
as of the day and year first written above.

ATTEST:

RICARDO FLORES MAGÓN ACADEMY

By: \_\_\_\_\_  
Adonia Arteaga

By: \_\_\_\_\_  
Deborah Van Roy

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jon Fero

ATTEST:

ADAMS COUNTY, COLORADO

By: \_\_\_\_\_  
Erica Hannah, Deputy

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Doug Edelstein, Deputy County Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY,  
COLORADO AND RICARDO FLORES MAGÓN ACADEMY

EXHIBIT A

Grant Agreement Between The State Board of the Great Outdoors Colorado Trust Fund  
and Adams County

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY,  
COLORADO AND RICARDO FLORES MAGÓN ACADEMY

EXHIBIT B

Legal Description of Ricardo Flores Magón Academy Property

SUB: BERKELEY GARDENS BLK: 16 DESC: S2 LOT 17 18 THRU 31 INC AND S2 OF LOT 32 EXC RD

SUB: BERKELEY GARDENS BLK: 16 DESC: LOTS 10-16 N2 17 33 THRU 39 N2 32 EXC W 110 FT OF LOT 10 AND 11 AND N 10 FT OF THE W 110 FT OF LOT 12

SUB: BERKELEY GARDENS BLK: 16 DESC: W 110 FT OF LOTS 10 AND 11 AND N 10 FT OF THE W 110 FT OF LOT 12

SUB: BERKELEY GARDENS BLK: 16 DESC: LOTS 40 TO 48

SUB: BERKELEY GARDENS BLK: 16 DESC: LOTS 1 TO 9





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Lease Amendment – Creekside Head Start Facilities
<b>FROM:</b> Nicci Beauprez, Land & Asset Coordinator
<b>AGENCY/DEPARTMENT:</b> Facilities & Fleet Management
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Amendment 1 to Intergovernmental Agreement between Adams County Housing Authority and Adams County Board of County Commissioner’s for Head Start Program.

### **BACKGROUND:**

Adams County currently leases space at Creekside Place Apartments, 9189 Gale Blvd., Thornton, CO for its Head Start Facilities and Classroom. This space continues to offer services for residents and their children in the area. The termination date of the current Lease will be extended approximately 2 years, after alignment of payments with the programs’ operational year and includes the option to extend the lease for one additional year through July of 2021, with an initial annual base rate of \$10,170.

Staff recommends approving the Amendment 1 to Intergovernmental Agreement.

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

Facilities & Fleet Management, Human Services, Head Start

### **ATTACHED DOCUMENTS:**

Amendment 1 to Intergovernmental Agreement between Adams County Housing Authority and Adams County Board of County Commissioner’s Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 31
<b>Cost Center:</b> 935116/7

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>0</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			\$143,971
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$143,971</u>

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

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

**Additional Note:**

12/31/18 annual payment was \$10,419  
1/1/19-7/31/19 biannual payment = \$4,961 (5% escalation)  
8/1/19 – 7/31/20 annual payment = \$10, 170 (5% escalation)

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT 1 TO INTERGOVERNMENTAL  
AGREEMENT BETWEEN ADAMS COUNTY HOUSING AUTHORITY AND  
ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS FOR HEAD  
START PROGRAM.

WHEREAS, Adams County currently leases space at 9189 Gale Blvd., Thornton, CO (the Property), from Unison Housing Partners (formerly known as Adams County Housing Authority) 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 two (2) years from January 1, 2019 until July 31, 2021 pursuant to the terms and conditions of the attached Amendment 1 to Intergovernmental Agreement, for an initial annual base rate of \$ 10,170; and,

WHEREAS, Adams County believes the proposed use of the lease space at the Property is a legitimate governmental use as it has been leased since 2017 for the same purpose, and this will enhance the welfare of the 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 Amendment 1 to Intergovernmental Agreement between Adams County and Adams County Housing Authority (now known as Unison Housing Partners), for Thornton's Head Start facilities and classrooms, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Amendment 1 on behalf of Adams County.

**AMENDMENT 1 TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN ADAMS COUNTY HOUSING AUTHORITY AND ADAMS  
COUNTY BOARD OF COMMISSIONERS FOR HEAD START  
PROGRAM**

THIS AMENDMENT 1 is made and entered into this 8th day of May, 2019, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Lessee") and Unison Housing Partners, located at 3033 W. 71st Avenue, Suite 1000, Westminster, CO 80030 ("Owner").

RECITALS

A. WHEREAS, by means of an Intergovernmental Agreement ("Lease") between the parties dated January 1, 2017, Owner<sup>1</sup> agreed to lease to Lessee, and Lessee agreed to lease from Owner, a portion of the Creekside Place Apartments located at 9189 Gale Blvd., for use by Lessee's Head Start Program; and,

B. WHEREAS, the Lease expired on December 31, 2018; and,

C. WHEREAS, by means of this Amendment 1, the parties wish to extend the term of the Lease through July 31, 2021.

NOW, therefore, in consideration of the promises, conditions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Lease is extended through July 31, 2020. Lessee shall have one additional one-year option (for August 1, 2020 through July 31, 2021) but must provide notice to exercise said option to Owner by June 1, 2020. To accommodate the Lessee's request to align the lease with the program fiscal year, the payment schedule will be as follows:

1/1/19 – 7/31/19 – \$4961 (5% increase) payable by 4/1/19

8/1/19 – 7/31/20 - \$10,170 (5% increase) payable by 8/31/19

Optional Year – 8/1/20 – 7/31/21 - \$10,678 – (5% increase) payable by 8/31/20

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<sup>1</sup> Unison Housing Partners is the current incarnation of the former Adams County Housing Authority, possessing all the rights and obligations of the Adams County Housing Authority.

2. Said option term shall be upon the same terms and conditions contained in the Lease, with the exception of an additional 5% increase in rent due on January 31, 2021, and the final payment due shall be for 7/12ths of the final annual payment to cover the final seven months of the Lease.
  
3. Any notices sent to the Lessee pursuant to the Lease terms shall be sent to:  
  
Adams County Head Start  
Attn: Program Administrator  
11860 N Pecos St,  
Westminster, CO 80234  
  
Adams County Facilities and Fleet Management  
Attn: Land & Asset Coordinator  
4430 S. Adams County Parkway  
Brighton, CO 80601  
  
Adams County Attorney's Office  
4430 S. Adams County Parkway  
Brighton, CO 80601
  
4. Except as modified by this Amendment 1, the terms of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

UNISON HOUSING PARTNERS

Drew O'Connor, Deputy Director  
Title/name

Approved as to form:





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Cost Amendment to Contract with Genesis Health Care, LLC for the Community Support Specialist
<b>FROM:</b> Herb Covey, Acting Director
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the cost amendment to the contract between the County of Adams, Colorado and Genesis Health Care, LLC for the Long Term Care and Medicaid processing Community Support Specialist.

### **BACKGROUND:**

Adams County Human Services Department contracts with various medical providers to process medical assistance and Long Term Care applications on behalf of their clients. Adams County hires community support specialists (CSS) that can quickly process medical assistance and Long Term Care applications submitted by clients at these organizations.

Funding to pay for the salaries and benefits of the Adams County CSS who work on each of these contracts is as follows:

Genesis Health Care, LLC will fund 10 percent (10%) of the salary and benefits for the Adams County CSS. The remaining ninety percent (90%) will be reimbursed with federal Medicaid and State funds. The supervisory costs will be included in the cost of the agreement.

Adams County Human Services Department's recommendation is to approve this contract to enable timely processing of Adult Medicaid and Long Term Care applications. This contract will enhance the delivery of medical services to needy families in Adams County.

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

Adams County Human Services Department  
Adams County Finance Department  
Genesis Health Care, LLC

**ATTACHED DOCUMENTS:**

Resolution  
Contract Cost Amendment between the Adams County Human Services Department and Genesis Health Care, LLC.

**FISCAL IMPACT:**

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

<b>Fund:</b> 15
<b>Cost Center:</b> 3060M6754015, 99915

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		60,953
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>60,953</u>

Current Budgeted Operating Expenditure:	Various	67,726.39
Add'l Operating Expenditure not included in Current Budget:		
Current Budgeted Capital Expenditure:		
Add'l Capital Expenditure not included in Current Budget:		
<b>Total Expenditures:</b>		<u>67,726.39</u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONTRACT COST AMENDMENT BETWEEN ADAMS  
COUNTY AND GENESIS HEALTH CARE, LLC FOR LONG TERM CARE AND  
MEDICAID APPLICATION PROCESSING SERVICES

WHEREAS, Genesis Health Care, LLC has requested to reimburse the Adams County Human Services Department (ACHSD) to employ one Community Support Specialist to process Adult Medicaid and Long Term Care applications; and,

WHEREAS, current satellite Community Support Specialist deployments have resulted in reducing the typical Adult Medicaid and Long Term Care application processing time frame from 45-60 days to 7-20 days, significantly improving client services, and facilitating cost savings; and,

WHEREAS, without a Community Support Specialist, Genesis Health Care, LLC would have to send application forms to the Human Services Center in Westminster, which would delay Adult Medicaid and Long Term Care eligibility determination, provision of medical services to needy families, and timely payment for those services; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the contract between Adams County and North Metro Community Services, Inc. to provide a community support specialist to process Adult Medicaid and Long Term Care applications for the Genesis Health Care, LLC facility, is hereby approved.

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

Human Services Department  
Community Support Services Division  
www.adcogov.org



Pete Mirelez Human Services Center  
11860 N. Pecos Street  
Westminster, CO 80234  
PHONE 720.523.2001  
FAX 720.523.2002

1/10/2019

**TO:** Laurie Bowers  
Genesis Health Care, LLC

**FROM:** DeeDee Green  
Adams County Human Services Department

**DATE:** January 10, 2019

**RE:** Contract Cost Amendment

The purpose of this memo is to describe the change and reduction of your financial responsibility. Effective January 1, 2019, there will be a change in the reimbursement for your Community Support Specialist (CSS). In 2014, the term of our contract was changed to automatic renewal with written notification of any modifications that are to be made.

In 2015, the Adams County Human Services Department (ACHSD) received notification of a three-year waiver from the Center for Medicaid and CHIP Services, approving 75% of the personnel costs billed monthly to **Genesis Health Care, LLC** for the Community Support Specialist to be charged to Medicaid with an anticipated end date of December 31, 2018. The waiver remains effective with no current end date. Our Finance Department completed a Medicaid contract analysis and determined that 90% of the costs for this position could be charged to Medicaid and the State of Colorado. Therefore, our contractors will now only be responsible for 10% of the Community Support Specialist costs.

Additionally, the share of Supervisory cost has been reduced due to the addition of another contract and internal restructuring. The impact of the restructuring means there is no longer a lead worker directly assigned to the Medicaid Contract Team. Previously ACHSD billed an additional \$100 per month (administrative costs for expenses incurred from mileage and other incidental expenses) and \$520 per month for the proportionate share of the salary cost, health insurance, and other applicable benefits for the supervisory and lead worker functions of the Community Support Specialist. The administrative expense will be added into the new proportionate supervisory cost. These charges will be reduced to \$325. For services provided in 2019, ACHSD will change the reimbursement requests accordingly. The below table reflects your current and future financial responsibility while the waiver is in effect.

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Mary Hodge  
DISTRICT 5

	CURRENT	JAN 1, 2019
Average Salary for CSS (Jan 2015)	\$3953.00	
Average Employee Cost (including benefits and coverage)		\$6,033.14
Your Responsible Percentage	25%	10%
Your Share of CSS Cost	\$988.25	\$603.31
Proportionate Supervisory Cost	\$520.00	
Administrative Expense	\$100.00	
Proportionate Supervisory Cost and Administrative Expense		\$325.00
<b>Total Financial Responsibility</b>	<b>\$1608.25</b>	<b>\$928.31</b>

Enclosed are two originals of the Contract Cost Amendment; please sign and return both originals to me. Once all parties have signed the amendment, a fully executed original will be returned to you. If you have any questions, please feel free to contact me at 720.523.6936.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:


APPROVED AS TO FORM:

\_\_\_\_\_  
CLERK AND RECORDER

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

\_\_\_\_\_  
Deputy Clerk

CONTRACTOR:

  
Name: Dana Ruyter  
Title: Regional VP of Operations  
Genesis Health Care, LLC

Subscribed and sworn to before me this 29<sup>th</sup> day of April 2019, by

Dana Runagoff



Notary Public

My commission expires: 9.11.2021

TARALYNDA BOYSEN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174037971  
MY COMMISSION EXPIRES SEPTEMBER 11, 2021



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Resolution Establishing the Creation of a County Opportunity Zone Task Force
<b>FROM:</b> Raymond H. Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2019: Adams County Summit
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolution.

### **BACKGROUND:**

The Tax Cuts and Jobs Act of 2017 designated Opportunity Zones throughout the United States in economically distressed areas. Adams County is home to nine Opportunity Zones that present opportunity for private sector development.

The Adams County Board of County Commissioners desires to create a Task Force to provide leadership concerning development within Opportunity Zones.

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

- County Manager's Office
- Community & Economic Development 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.

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ESTABLISHING A COUNTY OPPORTUNITY ZONE TASK FORCE TO  
PROMOTE AND ENHANCE ECONOMIC DEVELOPMENT IN ADAMS COUNTY

WHEREAS, the Board of County Commissioners has identified the need to pursue investment in economically distressed areas labeled as Opportunity Zones by the Tax Cuts and Jobs Act of 2017; and,

WHEREAS, the Board of County Commissioners believes that dedicated action is essential to effectively utilize the benefits provided by Opportunity Zones in Adams County, and desires to create a task force to provide leadership concerning development within Opportunity Zones; and,

WHEREAS, the Board of County Commissioners intends to establish the Opportunity Zone task Force in order to identify development opportunities within Adams County Opportunity Zones; and,

WHEREAS, the Adams County Opportunity Zone Task Force shall be comprised of representatives from local government, county government, housing, economic development, and other key stakeholders; and,

WHEREAS, it is the desire of the Board of County Commissioners that the Task Force be formed and begin meeting as soon as possible; and,

WHEREAS, Committee members will be appointed by the Adams County Board of County Commissioners; and,

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Adams County, that the Adams County Opportunity Zone Task Force is hereby established, with members to be appointed at a future date.

**RESOLUTION APPROVING AGREEMENT REGARDING MEMBER FUNDING TRANSFERS  
PURSUANT TO THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY  
ESTABLISHMENT AGREEMENT**

WHEREAS, Adams County, the City of Aurora, and the Aerotropolis Area Coordinating Metropolitan District entered into an Intergovernmental Agreement dated February 27, 2018 (“IGA”), to create the Aerotropolis Regional Transportation Authority (“Authority”); and,

WHEREAS, the IGA requires the parties to submit annually to their respective governing bodies a request to include in the budget and to appropriate the revenues generated by funding sources identified in the IGA; and,

WHEREAS, the IGA does not set forth deadlines for the parties to submit their remittances to the Authority; and,

WHEREAS, by means of the attached Agreement Regarding Member Funding Transfers Pursuant to the Aerotropolis Regional Transportation Authority Establishment Agreement the parties wish to specify that Adams County, to the extent it appropriates said IGA revenue, will transfer said revenue to the Authority within sixty days following the previous month’s collection by the Adams County Treasurer.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Agreement Regarding Member Funding Transfers Pursuant to the Aerotropolis Regional Transportation Authority Establishment Agreement, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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



**AGREEMENT REGARDING MEMBER FUNDING TRANSFERS PURSUANT TO THE  
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY ESTABLISHMENT  
AGREEMENT**

THIS AGREEMENT REGARDING MEMBER FUNDING TRANSFERS PURSUANT TO THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY ESTABLISHMENT AGREEMENT (this "Agreement") is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY, a regional transportation authority established pursuant to the Regional Transportation Authority Law, Section 43-4-601, et seq., C.R.S., as amended (the "RTA"), and the COUNTY OF ADAMS, a political subdivision of the State of Colorado (the "County") (the RTA and the County may be referred to collectively herein as the "Parties").

WHEREAS, the RTA was organized pursuant to an intergovernmental agreement among the County, the City of Aurora (the "City") and the Aerotropolis Area Coordinating Metropolitan District (the "District"), dated February 27, 2018 (the "Establishment Agreement") (the County, City and District may each be referred to herein individually as a "Member" and collectively as the "Members"), and consistent with the provisions of the Regional Transportation Authority Law, Section 43-4-601, et seq., C.R.S., as amended; and

WHEREAS, the Members formed the RTA, in part, in furtherance of supporting the public interest and economic health of the region to effectuate the goals of fostering and supporting economic development through the expansion and creation of transportation improvements, and for the stated purpose of constructing, or causing to have constructed, a regional transportation system within or outside the boundaries of the RTA for the primary benefit of those residing or owning property within the boundaries, as further described in the IGA; and

WHEREAS, pursuant to the Establishment Agreement, each of the Members generally agreed to the "Budgetary Covenant," which term is defined in the Establishment Agreement to mean "the covenant given [in the Establishment Agreement] by the City, the County and the District in Section 5.01 [of the Establishment Agreement], requiring the City Manager, County Manager or other officer charged with responsibility for preparation of the budget to prepare and submit annually to their respective Governing Bodies a request to include in the budget and appropriate the revenues generated by each funding source identified in Exhibit E [of the Establishment Agreement] for remittance to [RTA] for the Regional Transportation System, provided that the decision whether to appropriate the funds annually as requested shall be within the sole discretion of the respective Governing Bodies;" and

WHEREAS, the Parties recognize that the Establishment Agreement does not provide clear direction as to the timing of remittances to be made to the RTA pursuant to the

Establishment Agreement; and

WHEREAS, the Parties desire to enter into this Agreement in order to clarify and set forth their mutual agreement regarding the timing of remittances to be made to the RTA pursuant to the Establishment Agreement.

NOW THEREFORE, as full consideration for and in furtherance of the goals, intents, and purposes of the Establishment Agreement, and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. Remittance of Funds to the RTA. To the extent the County appropriates revenues for remittance to the RTA pursuant to the provisions of the Establishment Agreement, the County agrees that such revenues shall be transferred to the RTA within 60 days following the previous month's collection by the Adams County Treasurer. Transfers between the County and the RTA may be made by any means mutually agreeable to the Parties.

3. Limited Effect; Conflict of Provisions. Except as expressly set forth herein, the Establishment Agreement remains in full force and effect in accordance with its terms and nothing contained herein shall be deemed to be a waiver, amendment, modification or other change of any term, condition or provision of the Establishment Agreement. In the event of any conflict between the provisions of this Agreement and those of the Establishment Agreement, the provisions of the Establishment Agreement shall control.

4. Miscellaneous Provisions.

a. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

b. The Parties do not intend and nothing contained in this Agreement shall be deemed to create a partnership, co-tenancy, joint venture, or agency of any kind between the Parties.

c. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in Adams County, Colorado.

d. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is solely between and for the benefit of the Parties, and no consultant, contractor, any

subcontractor nor any other person or entity is a third-party beneficiary to or under this Agreement.

e. This Agreement contains the entire agreement of the Parties with respect to its subject matter. Any assignments, amendments or modifications to this Agreement must be in writing executed by the Parties in order to be valid and binding.

f. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

g. The Parties are political subdivisions of the State of Colorado and, as such, any and all financial obligations described hereunder are subject to annual budget and appropriations requirements.

h. The Parties, and their respective elected officials, directors, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights, immunities, or protections afforded by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as the same may be amended from time to time.

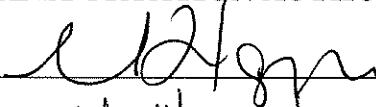
i. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

j. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first above written.

*[remainder of page intentionally left blank; signature pages follow]*

**AEROTROPOLIS REGIONAL  
TRANSPORTATION AUTHORITY**

By: 

Name: Matthew Hopper

Its: Chairman

**COUNTY OF ADAMS**

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

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

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Renewal of property lease for Adams County Food Bank
<b>FROM:</b> Alisha Reis, Deputy County Manager of Administrative Services
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners authorizes the Chair to execute a Lease Agreement with the Adams County Food Bank for a portion of Honnen Building located at 7111 E. 56 <sup>th</sup> Ave. in Commerce City.

### **BACKGROUND:**

Attached for the Board's consideration is a lease renewal with Adams County Food Bank for a portion of the Honnen Building, 7111 E. 56<sup>th</sup> Avenue in Commerce City, owned by Adams County.

The Food Bank serves more than 4,500 local households (unique count) at this location, representing more than 11,000 people. The Food Bank was created as its own non-profit after assuming operation of the facility once operated by Adams County. Adams County Head Start classrooms are located in the remainder of the building.

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

County Manager's Office  
County Attorney's Office  
Facilities & Fleet Management Department

**ATTACHED DOCUMENTS:**

- 1) Resolution Approving Renewal of a Lease with Adams County Food Bank, a non-profit agency occupying a portion of the County's Honnen Building, 7111 E. 56<sup>th</sup> Avenue, Commerce City, CO 80022.
- 2) Exhibit A – Lease Agreement

**FISCAL IMPACT:**

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

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

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

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

**New FTEs requested:**                     YES                     NO

**Future Amendment Needed:**                     YES                     NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING LEASE AGREEMENT BETWEEN ADAMS COUNTY AND  
ADAMS COUNTY FOOD BANK FOR USE OF A PORTION OF THE HONNEN BUILDING  
AS A LOCAL FOOD BANK

WHEREAS, Adams County Food Bank is a non-profit corporation providing food bank services to the public at 7111 E. 56th Avenue in Commerce City, an Adams County-owned building known as the Honnen Building; and,

WHEREAS, Adams County Food Bank wishes to continue to serve local residents in need of food assistance at this location under the terms and conditions of the attached Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease Agreement between Adams County and Adams County Food Bank for a portion of the Honnen Building, a copy of which is attached hereto and incorporated herein by this reference, including all terms and conditions contained therein, be approved.

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



**ADAMS COUNTY, COLORADO**  
**LEASE AGREEMENT FOR PORTION OF HONNEN BUILDING LOCATED AT**  
**7111 E. 56<sup>th</sup> AVENUE**

THIS LEASE AGREEMENT (“Lease”) is entered into this 28<sup>th</sup> day of May 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as “Landlord” or “County,” and the Adams County Emergency Food Bank, located at 7111 E. 56<sup>th</sup> Avenue, Commerce City, CO 80022, hereinafter referred to as “Tenant.”

WHEREAS, Landlord is a local governmental entity owning the Honnen Building, located at 7111 E. 56<sup>th</sup> Avenue, Commerce City, CO 80022; and,

WHEREAS, Tenant is a non-profit corporation that provides food bank services to the public at the Honnen Building; and,

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord the portion of the Honnen building being used by Tenant for the provision of such food bank services.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. **Premises.** Landlord agrees to lease and Tenant agrees to rent the Premises, a portion of the Honnen Building (the “Building”) located at 7111 E. 56<sup>th</sup> Avenue, Commerce City, CO 80022, and depicted on the attached Exhibit 1.
2. **Term.** This Lease shall commence on May 31, 2019 and terminate on May 31, 2020. The parties may mutually agree in writing to extend the term of the Lease for additional one-year terms. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.
3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. However, as further consideration for this Lease, Tenant shall continue to operate the Premises as a food bank, as set forth in Section 5, below.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises only as a food bank, including any administrative offices associated with the food bank operations. In the event Tenant uses the Premises

for purposes inconsistent with use as a food bank, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

Tenant shall not alter the Premises without the written authorization of Landlord. The Parties intend for Tenant to remodel, refurbish, and improve the Premises to suit Tenant's use of the Premises provided that the structural integrity of the Premises is maintained, and Tenant has obtained Landlord's written permission in advance of performing any renovations or remodeling. Tenant shall be solely responsible for all costs related to such improvements and for obtaining all necessary governmental permits. At the end of this Lease, any improvements to the Premises shall become the property of Landlord

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance.

- 6. Utilities.** Tenant shall be responsible for a proportionate share of electricity, water, and gas. The proportionate share shall be the number of square feet of the Premises as the numerator and the number of square feet in the entire Honnen Building as the denominator. Tenant shall be responsible for its proportionate share of base telephone service costs and shall additionally be responsible for any long distance or other costs above basic, local phone service. Landlord shall send a monthly invoice for Tenant's utility costs, and Tenant shall pay such invoice within twenty-five days of the invoice date. A late fee of ten dollars per day shall be incurred for payments not received within forty-five days of the invoice date. In the event Tenant fails to pay a utility invoice more than sixty days after the invoice date, Landlord may terminate this Agreement and evict Tenant in accordance with Colorado state law.
- 7. Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
- 8. Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this lease.
- 9. Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant is already in possession of the Premises and accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the

Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its equipment, including computers/servers, refrigerators/freezers, and its forklifts and other machines and vehicles. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded. Tenant shall be responsible for cleaning and trash removal at the Premises. Landlord shall be responsible for all landscape maintenance and snow removal.

- 10. Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises are partially or completely destroyed. In the event of complete destruction, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
- 11. Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
- 12. Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard, except in the ordinary course of Tenant's business. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
- 13. Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's nominees, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by

reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.

14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Director of Facilities Operations  
4430 S. Adams County Parkway  
Brighton, CO 80601  
Phone: 720-523-6003  
Facsimile: 720-523-6008

Copy to:

County Attorney's Office  
4430 S. Adams County Parkway  
Brighton, CO 80601  
Phone: 720-523-6116  
Fax: 720-523-6114

For Tenant:

Adams County Emergency Food Bank  
7111 E. 56<sup>th</sup> Avenue  
Commerce City, CO 80022  
Attention: Scott Brown  
Phone: 303-601-8085

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors.

Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.

21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
25. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:  
BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Clerk

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

TENANT:  
ADAMS COUNTY EMERGENCY FOOD BANK

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

\_\_\_\_\_  
Date



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Construction Manager/ General Contractor Services for the Adams County Leader Blade Station and Strasburg Wash Bay Project
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Facilities and Fleet Management Department
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a proposal award to Taylor Kohrs LLC to provide Construction Manager/General Contractor (CM/GC) services for the Adams County Leader Blade Station and Strasburg Wash Bay Project.

### **BACKGROUND:**

The Byers Blade Station and the Shamrock Blade Station are old and outdated. The project will consolidate these two stations into one centrally located blade station. The new blade station, located in Leader, CO, will sustain the operational efficiencies, productivity, provide a safe location for plow drivers during storms and ensure timely response to the eastern portion of the county. In addition to the new Leader Blade Station, the Strasburg Wash Bay requires updating to provide proper drainage into a sanitary system.

A formal Request for Proposal to provide CM/GC services for the Adams County Leader Blade Station and Strasburg Wash Bay Project was sent to the two pre-qualified construction firms. Proposals were opened on May 2, 2019. Both pre-qualified firms submitted proposals.

After a thorough evaluation, it was determined that Taylor Kohrs LLC was the best overall value for the County.

The recommendation is that Taylor Kohrs LLC be awarded the contract for CM/GC services for the Adams County Leader Blade Station and Strasburg Wash Bay Project. The initial phase of this project is for the pre-construction and design in the not to exceed amount of \$5,250.00. The Guaranteed Maximum Price (GMP) will be finalized prior to construction.

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

Facilities and Fleet 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.

<b>Fund: 4</b>
<b>Cost Center: 3164</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055	31641801 W	1,200,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> 1,200,000

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT BETWEEN ADAMS COUNTY AND  
TAYLOR KOHRS LLC FOR CONSTRUCTION MANAGEMENT GENERAL  
CONTRACTOR SERVICES FOR THE ADAMS COUNTY LEADER BLADE STATION  
AND STRASBURG WASH BAY PROJECT

WHEREAS, Taylor Kohrs LLC submitted a proposal on May 2, 2019, to provide Construction Manager General Contractor (CM/GC) Services for the Adams County Leader Blade Station and Strasburg Wash Bay Project; and,

WHEREAS, after a thorough evaluation it was deemed that Taylor Kohrs LLC was the most responsive and responsible proposer; and,

WHEREAS, Taylor Kohrs LLC agrees to provide CM/GC services for the Adams County Leader Blade Station and Strasburg Wash Bay Project at the initial pre-construction and design cost in the not to exceed amount of \$5,250.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with Taylor Kohrs LLC to provide CM/GC services for the Adams County Leader Blade Station and Strasburg Wash Bay Project is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with Taylor Kohrs LLC after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 28, 2019
<b>SUBJECT:</b> Commercial Brokerage Services
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Facilities and Fleet Management Department
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a proposal award to CBRE Inc., to provide Commercial Brokerage Services.

### **BACKGROUND:**

Adams County currently uses a firm to provide commercial brokerage services to assist with the purchase, sale, and leasing of properties.

A Request for Proposal was posted on BidNet and advertised through the Denver Metro Commercial Association of REALTORS. Proposals were opened on February 14, 2019. The County received three proposals: Guidance Corporate Realty Advisors, CBRE Inc., and DePaul Real Estate Advisors.

After a thorough evaluation the Evaluation Team (Team) decided to interview the proposing firms. The combined evaluation following interviews concluded Guidance Corporate Realty Advisors was preferred. However, Guidance Corporate Realty Advisors formally withdrew from the process after the interview citing personal reasons. After the combined evaluation following interviews, the Team ranked all proposing firms. The determination was made that of the remaining firms CBRE Inc., provided the best overall value to Adams County and that their commission rates are within market range for real estate services.

The recommendation is to award an agreement with CBRE Inc., based on negotiated rates for various Commercial Brokerage Services.

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

Facilities and Fleet 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.

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

Real estate transactions generally cover the commercial brokerage services at the time the transaction occurs.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND CBRE  
INC., FOR COMMERCIAL BROKERAGE SERVICES

WHEREAS, proposals were opened on February 16, 2019, for a commercial broker to assist with the purchase, sale, and leasing of Adams County properties; and,

WHEREAS, CBRE Inc., submitted the most responsible and responsive proposal to provide Commercial Brokerage Services; and,

WHEREAS, it is recommended to award the agreement to CBRE Inc., to provide various Commercial Brokerage Services at negotiated market rates.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with CBRE Inc., to provide Commercial Brokerage Services for Adams County is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with CBRE Inc., after negotiation and approval as to form is completed by the County Attorney's Office.