



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Erik Hansen - District #3
Steve O'Doriso - District #4
Jan Pawlowski - District #5

PUBLIC HEARING AGENDA

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

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
October 4, 2016
5:30 PM

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 September 19-23, 2016
- B.** Minutes of the Commissioners' Proceedings from September 20, 2016
- C.** Resolution Approving Consent to Assignment and Assignment of Lease with 37600 Cessna Way, LLC to Richard W. Norloff
- D.** Resolution Changing the Title of the Criminal Justice Coordinating Committee (CJCC) in Adams County

- E.** Resolution Approving Memorandum of Understanding between Adams County and Anadarko Petroleum Corporation
- F.** Resolution Approving Division Order from K.P. Kauffman Company, Inc., Concerning Production from the Adams County Golf Course #1 Well
- G.** Resolution Approving Abatement Petitions and Authorizing Refund of Taxes for Account Numbers R0164308, R0134005, R0164308, R0110801, R0004637, R0005503, R0050981, R0094496, R0004637, R0108351, R0084041, R0051148, P0031476, R0164307, R0108359, R0132030, R0132031, R0172865, R0172868, R0172867, R0116147, R0139064, R0110355, R0111258, R0164307, P0033833
- H.** Resolution Approving Consent to Assignment and Assignment of Lease with H2 Hangar, LLC to Richard W. Norloff

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving Addendum Four to Agreement between Adams County and Tri-County Health Department for Early Childhood Intervention Services, Funded through the 2016/2017 Core Services Plan for the Adams County Human Services Department, Children and Family Services Division
- 2.** Resolution Approving Addendum Three to Agreement between Adams County and Maple Star Colorado for Domestic Violence Support Services Funded through the 2016/2017 Child Welfare Block Grant for the Human Services Department, Children and Family Services Division
- 3.** Resolution Approving an Agreement between Adams County and the University of Colorado Denver, Addiction Research and Treatment Services, Synergy for the Human Services Department, Children and Family Services Division
- 4.** Resolution Approving Amendment One to the Agreement between Adams County and CopyCo Quality Printing for Countywide Printing Services

B. COUNTY ATTORNEY

- 1.** First Reading of Adams County Ordinance No. 6: Pet Animal Licensing and Control

8. RECESS UNTIL 6:00 P.M.

6:00 P.M.

9. LAND USE HEARINGS

A. Cases to be Heard

- 1.** PRC2016-00004 Pomponio Terrace Filing 1 & 2

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	442,080.32
6	Equipment Service Fund	137,178.00
13	Road & Bridge Fund	77,297.17
19	Insurance Fund	169,624.19
24	Conservation Trust Fund	900.00
25	Waste Management Fund	32,749.59
27	Open Space Projects Fund	66.26
28	Open Space Sales Tax Fund	7,408.30
30	Community Dev Block Grant Fund	13,115.65
31	Head Start Fund	6,468.62
34	Comm Services Blk Grant Fund	10,604.84
35	Workforce & Business Center	768.19
43	Front Range Airport	8,472.66
44	Water and Wastewater Fund	26.00
		<u>906,759.79</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>
00699281	422130	ABL MANAGEMENT INC	09/19/16	29,798.03
00699282	4736	ADAMS COUNTY COMMUNICATION	09/19/16	75.00
00699283	630412	ADVANCED LAUNDRY SYSTEMS	09/19/16	1,862.78
00699292	37436	CARLSON KURT A	09/19/16	124.00
00699293	491853	CENTER POINT ENERGY SERVICES R	09/19/16	351.75
00699294	491853	CENTER POINT ENERGY SERVICES R	09/19/16	982.41
00699295	491853	CENTER POINT ENERGY SERVICES R	09/19/16	51.40
00699296	491853	CENTER POINT ENERGY SERVICES R	09/19/16	4,394.00
00699297	5556	COLO BUREAU INVESTIGATION-IDEN	09/19/16	390.00
00699298	248103	DS WATERS OF AMERICA INC	09/19/16	128.05
00699299	23417	ERGOMETRICS & APPLIED PERSONNE	09/19/16	3,336.60
00699300	346534	FIRST CHOICE COFFEE SERVICES	09/19/16	147.35
00699303	42876	LEXISNEXIS RISK SOLUTIONS	09/19/16	97.85
00699304	282525	LIPSEY SEAN	09/19/16	180.90
00699312	73648	METROWEST NEWSPAPERS	09/19/16	370.00
00699313	16428	NICOLETTI-FLATER ASSOCIATES	09/19/16	1,425.00
00699314	13422	NORTHGLENN AMBULANCE	09/19/16	1,497.30
00699315	38579	OLIVAS LEROY	09/19/16	17.50
00699316	300693	OTTERTAIL ENVIRONMENTAL INC	09/19/16	53,268.75
00699317	192059	POINT SPORTS/ERGOMED	09/19/16	1,440.00
00699320	13538	SHRED IT USA LLC	09/19/16	71.25
00699322	1007	UNITED POWER (UNION REA)	09/19/16	322.15
00699323	1007	UNITED POWER (UNION REA)	09/19/16	64.47
00699324	1007	UNITED POWER (UNION REA)	09/19/16	1,312.74
00699325	1007	UNITED POWER (UNION REA)	09/19/16	67.53
00699326	1007	UNITED POWER (UNION REA)	09/19/16	26,877.30
00699327	1007	UNITED POWER (UNION REA)	09/19/16	8,830.00
00699328	1007	UNITED POWER (UNION REA)	09/19/16	28,322.00
00699329	1007	UNITED POWER (UNION REA)	09/19/16	10,778.86
00699330	1007	UNITED POWER (UNION REA)	09/19/16	2,274.12
00699331	1007	UNITED POWER (UNION REA)	09/19/16	8,442.73
00699332	1007	UNITED POWER (UNION REA)	09/19/16	59.11
00699333	1007	UNITED POWER (UNION REA)	09/19/16	25,223.88
00699334	1007	UNITED POWER (UNION REA)	09/19/16	424.77
00699335	1007	UNITED POWER (UNION REA)	09/19/16	7,263.23
00699336	46796	WESTMINSTER CITY OF	09/19/16	3,131.42

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>
00699337	46796	WESTMINSTER CITY OF	09/19/16	703.40
00699338	13822	XCEL ENERGY	09/19/16	41.16
00699339	13822	XCEL ENERGY	09/19/16	2,190.20
00699340	13822	XCEL ENERGY	09/19/16	7,228.63
00699341	13822	XCEL ENERGY	09/19/16	255.58
00699342	13822	XCEL ENERGY	09/19/16	87.63
00699343	13822	XCEL ENERGY	09/19/16	92.05
00699344	13822	XCEL ENERGY	09/19/16	1,236.51
00699348	12012	ALSCO AMERICAN INDUSTRIAL	09/19/16	34.62
00699350	527987	CARTER SAMANTHA	09/19/16	400.00
00699351	525762	CHACON PATRICIA	09/19/16	650.00
00699352	525268	CHESTER KEVIN LAMONT	09/19/16	240.00
00699353	44915	COLO JUDICIAL DEPT	09/19/16	175.00
00699354	124406	COMCAST SPOTLIGHT	09/19/16	1,500.25
00699355	251244	COMMUNITY REACH CENTER	09/19/16	590.00
00699356	56199	CORNELLA DEBRA A	09/19/16	43.20
00699357	13410	EASTERN SLOPE RURAL TELEPHONE	09/19/16	87.20
00699358	527983	FOWLER ERNEST	09/19/16	700.00
00699359	28726	G & K SERVICES	09/19/16	181.30
00699360	527982	GILLS MARY	09/19/16	235.00
00699362	24624	HICO	09/19/16	36.00
00699363	357719	INDUSTRIAL LABORATORIES	09/19/16	2,625.00
00699365	102223	JESCO ELECTRIC INC	09/19/16	769.14
00699366	527980	MADRID CRISTY	09/19/16	398.20
00699367	381791	MARTIN STAN	09/19/16	229.00
00699369	358348	MEDINA MELISSA	09/19/16	75.00
00699371	358249	ORNELAS RAUL	09/19/16	400.00
00699372	527984	PATTERSON CHAD	09/19/16	80.00
00699373	418286	PRECIOUS CHILD	09/19/16	14,153.58
00699375	13538	SHRED IT USA LLC	09/19/16	692.87
00699376	525758	TORRES JIMMY	09/19/16	75.00
00699398	527985	VALDEZ SHANICE	09/19/16	650.00
00699399	20710	WILLIS MARY T	09/19/16	67.50
00699400	13822	XCEL ENERGY	09/19/16	70.63
00699401	13822	XCEL ENERGY	09/19/16	160.71
00699419	13593	KAISER PERMANENTE	09/21/16	8,100.00

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>
00699420	13593	KAISER PERMANENTE	09/21/16	111.60
00699421	13593	KAISER PERMANENTE	09/21/16	7.20
00699423	98414	ROCKY MTN HEALTH PLAN	09/21/16	850.00
00699426	240959	UNITED HEALTHCARE	09/21/16	5,700.00
00699437	93203	ADAMS COUNTY EDUCATION CONSORT	09/21/16	48,500.00
00699438	13040	ADCO DISTRICT ATTORNEY	09/21/16	206.04
00699439	433987	ADCO DISTRICT ATTORNEY'S OFFIC	09/21/16	391.25
00699440	518015	ADVANCED NETWORK MANAGEMENT IN	09/21/16	7,328.00
00699441	26149	APA COLORADO	09/21/16	159.93
00699442	642157	ARELLANO JESSICA	09/21/16	17.28
00699443	357946	CAUSBY, JOSEPH	09/21/16	2.00
00699444	8817606	CDW GOVERNMENT INC	09/21/16	4,342.00
00699445	57595	COLO COUNTY TREASURERS ASSN	09/21/16	400.00
00699446	418312	DUNCAN NANCY	09/21/16	85.00
00699447	93970	GLOBAL TECHNOLOGY RESOURCES IN	09/21/16	12,228.75
00699448	438625	GOVERNOR'S OFFICE OF IT	09/21/16	2,462.10
00699449	298306	HUPFER DETOR LEVON	09/21/16	114.48
00699450	523370	IMPALA CAPITAL LLC	09/21/16	5,000.00
00699451	526237	KLUTH MARK	09/21/16	85.00
00699452	44695	KNS COMMUNICATIONS CONSULTANTS	09/21/16	3,527.54
00699453	269947	KREUTZER, KAYDA	09/21/16	25.00
00699455	62353	MAIER LORI C	09/21/16	39.00
00699456	51274	MCDONALD YONG HUI V	09/21/16	4,536.00
00699457	38338	MCKAY LORI A	09/21/16	15.75
00699458	51392	METRO NORTH LTD	09/21/16	1,926.14
00699459	4863	METROWEST NEWSPAPERS	09/21/16	836.36
00699461	45515	OFFICE SCAPES	09/21/16	7,868.60
00699462	33716	OLD VINE PINNACLE ASSOCIATES	09/21/16	800.00
00699463	33716	OLD VINE PINNACLE ASSOCIATES	09/21/16	800.00
00699464	142477	PALUSKA THOMAS	09/21/16	366.90
00699465	3752	REGIONAL AIR QUALITY COUNCIL	09/21/16	10,000.00
00699466	508977	SIGMAN RONALD	09/21/16	97.00
00699467	13951	TDS TELECOM	09/21/16	669.55
00699468	142592	VALDEZ RENE	09/21/16	326.03
00699469	40340	WINDSTREAM COMMUNICATIONS	09/21/16	2,130.26
00699470	40340	WINDSTREAM COMMUNICATIONS	09/21/16	.05

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>
00699472	473336	ZAYO GROUP HOLDINGS INC	09/21/16	1,975.00
00699474	463401	BUSH MELVIN E	09/22/16	65.00
00699475	332630	CASTLE CHRISTOPHER	09/22/16	65.00
00699479	48089	COMCAST BUSINESS	09/22/16	1,700.00
00699480	274030	COMMUNICATION CONSTRUCTION & E	09/22/16	2,550.00
00699481	26333	GRAF TREVOR G	09/22/16	95.04
00699483	323337	HIGH PLAINS REPORTING & TRANSC	09/22/16	135.00
00699484	293124	HODGE, DICK	09/22/16	65.00
00699485	62528	JEFFERSON COUNTY SHERIFF'S CIV	09/22/16	48.50
00699487	270378	MERCY HOUSING MOUNTAIN PLAINS	09/22/16	4,578.06
00699488	74034	NATL CRIMINAL JUSTICE ASSN	09/22/16	336.00
00699493	527981	ORONA CLAUDIA	09/22/16	845.00
00699494	36746	PEDRUCCI MARC R	09/22/16	120.42
00699495	375159	SILANIS TECHNOLOGY INC	09/22/16	720.00
00699498	315130	STANFIELD THOMSON	09/22/16	65.00
00699499	42818	STATE OF COLORADO	09/22/16	42.11
00699500	42818	STATE OF COLORADO	09/22/16	612.68
00699501	42818	STATE OF COLORADO	09/22/16	652.79
00699502	42818	STATE OF COLORADO	09/22/16	11,088.72
00699503	42818	STATE OF COLORADO	09/22/16	37.33
00699504	42818	STATE OF COLORADO	09/22/16	575.09
00699505	42818	STATE OF COLORADO	09/22/16	630.70
00699506	42818	STATE OF COLORADO	09/22/16	10,704.74
00699507	42818	STATE OF COLORADO	09/22/16	590.35
00699508	42818	STATE OF COLORADO	09/22/16	10,042.69
00699509	42818	STATE OF COLORADO	09/22/16	37.18
00699510	42818	STATE OF COLORADO	09/22/16	532.51
00699514	158184	UTILITY NOTIFICATION CENTER OF	09/22/16	264.55
00699515	438094	VALTAKIS AARON	09/22/16	65.00
00699537	44703	QUICKSILVER EXPRESS COURIER	09/23/16	193.46
00699542	531868	VALLES RUBI	09/23/16	1,830.00
00699548	282524	YNIGUEZ COLLEEN	09/23/16	204.00

Fund Total**442,080.32**

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>
00699471	24560	WIRELESS ADVANCED COMMUNICATIO	09/21/16	71,322.00
00699497	99671	SPRADLEY BARR FORD GREELEY	09/22/16	65,856.00
Fund Total				137,178.00

Net Warrants by Fund Detail

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Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00699285	23969	ASPHALT SPECIALTIES CO INC	09/19/16	962.24
00699286	23969	ASPHALT SPECIALTIES CO INC	09/19/16	538.97
00699287	23969	ASPHALT SPECIALTIES CO INC	09/19/16	88.73
00699288	23969	ASPHALT SPECIALTIES CO INC	09/19/16	796.20
00699289	23969	ASPHALT SPECIALTIES CO INC	09/19/16	2,249.50
00699290	23969	ASPHALT SPECIALTIES CO INC	09/19/16	2,217.10
00699291	8909	BRANNAN SAND & GRAVEL COMPANY	09/19/16	3,299.68
00699302	212385	GMCO CORPORATION	09/19/16	16,837.45
00699319	430098	REPUBLIC SERVICES #535	09/19/16	1,013.50
00699321	12021	STURGEON ELECTRIC CO	09/19/16	4,429.50
00699361	12812	GROUND ENGINEERING CONSULTANTS	09/19/16	1,430.00
00699364	322747	INTERMOUNTAIN RURAL ELECTRIC A	09/19/16	75.36
00699370	13719	MORGAN COUNTY REA	09/19/16	125.46
00699377	1007	UNITED POWER (UNION REA)	09/19/16	23.16
00699378	1007	UNITED POWER (UNION REA)	09/19/16	48.49
00699379	1007	UNITED POWER (UNION REA)	09/19/16	49.50
00699380	1007	UNITED POWER (UNION REA)	09/19/16	17.00
00699381	1007	UNITED POWER (UNION REA)	09/19/16	20.00
00699382	1007	UNITED POWER (UNION REA)	09/19/16	16.50
00699383	1007	UNITED POWER (UNION REA)	09/19/16	191.89
00699384	1007	UNITED POWER (UNION REA)	09/19/16	34.00
00699385	1007	UNITED POWER (UNION REA)	09/19/16	87.69
00699386	1007	UNITED POWER (UNION REA)	09/19/16	88.49
00699387	1007	UNITED POWER (UNION REA)	09/19/16	36.00
00699388	1007	UNITED POWER (UNION REA)	09/19/16	137.94
00699389	1007	UNITED POWER (UNION REA)	09/19/16	36.54
00699390	1007	UNITED POWER (UNION REA)	09/19/16	109.16
00699391	1007	UNITED POWER (UNION REA)	09/19/16	16.50
00699392	1007	UNITED POWER (UNION REA)	09/19/16	16.50
00699393	1007	UNITED POWER (UNION REA)	09/19/16	33.00
00699394	1007	UNITED POWER (UNION REA)	09/19/16	44.44
00699395	1007	UNITED POWER (UNION REA)	09/19/16	48.49
00699402	13822	XCEL ENERGY	09/19/16	3.01
00699403	13822	XCEL ENERGY	09/19/16	29.41
00699404	13822	XCEL ENERGY	09/19/16	2,914.17
00699405	13822	XCEL ENERGY	09/19/16	24,650.94

Net Warrants by Fund Detail

13Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00699406	13822	XCEL ENERGY	09/19/16	242.34
00699407	13822	XCEL ENERGY	09/19/16	1,174.01
00699408	13822	XCEL ENERGY	09/19/16	130.36
00699409	13822	XCEL ENERGY	09/19/16	81.53
00699410	13822	XCEL ENERGY	09/19/16	115.81
00699411	13822	XCEL ENERGY	09/19/16	250.91
00699412	13822	XCEL ENERGY	09/19/16	245.65
00699413	13822	XCEL ENERGY	09/19/16	61.73
00699414	13822	XCEL ENERGY	09/19/16	32.81
00699482	12812	GROUND ENGINEERING CONSULTANTS	09/22/16	3,801.50
00699513	1994	URS CORPORATION	09/22/16	8,444.01
Fund Total				77,297.17

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>
00699305	493625	LOPEZ ELISARDO II	09/19/16	197.53
00699311	529205	MELTON DEBBIE	09/19/16	1,120.99
00699415	13663	DELTA DENTAL PLAN OF COLO	09/21/16	10,240.21
00699416	13663	DELTA DENTAL PLAN OF COLO	09/21/16	10,569.36
00699417	13663	DELTA DENTAL PLAN OF COLO	09/21/16	416.90
00699418	13663	DELTA DENTAL PLAN OF COLO	09/21/16	413.81
00699422	13593	KAISER PERMANENTE	09/21/16	70,678.20
00699424	98414	ROCKY MTN HEALTH PLAN	09/21/16	4,555.50
00699425	35707	SMITH ART	09/21/16	245.34
00699427	37507	UNITED HEALTHCARE	09/21/16	7,728.21
00699428	240958	UNITED HEALTHCARE	09/21/16	10,116.70
00699429	240959	UNITED HEALTHCARE	09/21/16	23,987.11
00699430	11552	VISION SERVICE PLAN-CONNECTICU	09/21/16	375.84
00699431	11552	VISION SERVICE PLAN-CONNECTICU	09/21/16	377.28
00699432	11552	VISION SERVICE PLAN-CONNECTICU	09/21/16	2.88
00699433	11552	VISION SERVICE PLAN-CONNECTICU	09/21/16	4.32
00699434	11552	VISION SERVICE PLAN-CONNECTICU	09/21/16	785.43
00699435	11552	VISION SERVICE PLAN-CONNECTICU	09/21/16	15,053.90
00699436	11552	VISION SERVICE PLAN-CONNECTICU	09/21/16	205.15
00699454	438093	LEONARD KELLY K	09/21/16	270.34
00699460	174580	MILE HIGH FITNESS	09/21/16	2,280.00
00699512	37507	UNITED HEALTHCARE	09/22/16	245.34
00699525	492573	ADVANCED URGENT CARE AND OCC M	09/23/16	55.00
00699528	48966	BUEHLER MOVING & STORAGE	09/23/16	335.00
00699530	2157	COLO OCCUPATIONAL MEDICINE PHY	09/23/16	375.00
00699536	13813	POWER MOTIVE CORP	09/23/16	1,039.46
00699539	38974	TIARA PRINTING INC	09/23/16	179.41
00699540	37507	UNITED HEALTHCARE	09/23/16	4,538.88
00699544	200476	WEIGHT WATCHERS NORTH AMERICAN	09/23/16	958.85
00699545	200476	WEIGHT WATCHERS NORTH AMERICAN	09/23/16	1,293.45
00699546	200476	WEIGHT WATCHERS NORTH AMERICAN	09/23/16	978.80

Fund Total**169,624.19**

County of Adams
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>
00699349	523308	BROTHERS PAINTING	09/19/16	900.00
Fund Total				900.00

County of Adams
Net Warrants by Fund Detail

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Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00699318	433702	QUANTUM WATER CONSULTING	09/19/16	32,749.59
			Fund Total	32,749.59

Net Warrants by Fund Detail

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Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00699396	1007	UNITED POWER (UNION REA)	09/19/16	46.26
00699397	1007	UNITED POWER (UNION REA)	09/19/16	20.00
Fund Total				66.26

Net Warrants by Fund Detail

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Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00699368	52940	MCDOWELL SHANNON	09/19/16	163.62
00699374	39402	ROCKY MTN BIRD OBSERVATORY	09/19/16	7,244.68
Fund Total				7,408.30

Net Warrants by Fund Detail

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Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00699345	13047	ADAMS COUNTY HOUSING AUTHORITY	09/19/16	11,224.54
00699346	5991	ALMOST HOME INC	09/19/16	1,855.59
00699347	5991	ALMOST HOME INC	09/19/16	35.52
Fund Total				13,115.65

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>
00699523	48342	A & A LANGUAGES LLC	09/23/16	385.00
00699524	56562	AANDAHL LUCIA STELLA	09/23/16	412.00
00699526	51159	ARELLANO ISEBEL	09/23/16	197.00
00699527	13164	BRIGHTON LOCK & KEY SERVICE	09/23/16	17.50
00699529	37266	CENTURY LINK	09/23/16	221.72
00699531	2157	COLO OCCUPATIONAL MEDICINE PHY	09/23/16	225.00
00699532	260749	DANA SCHUETZE CONSULTING LLC	09/23/16	198.00
00699533	328495	GOMEZ LINA A	09/23/16	20.00
00699538	129209	RAMIREZ SUSANA	09/23/16	197.00
00699541	362171	UNIVERSITY OF DENVER	09/23/16	2,500.00
00699547	31360	WESTMINSTER PRESBYTERIAN CHURC	09/23/16	2,095.40
Fund Total				6,468.62

Net Warrants by Fund Detail

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Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00699284	5991	ALMOST HOME INC	09/19/16	2,368.54
00699306	56456	LUTHERAN FAMILY SERVICES	09/19/16	854.53
00699307	56456	LUTHERAN FAMILY SERVICES	09/19/16	1,068.23
00699308	56456	LUTHERAN FAMILY SERVICES	09/19/16	1,586.82
00699309	56456	LUTHERAN FAMILY SERVICES	09/19/16	1,387.89
00699310	56456	LUTHERAN FAMILY SERVICES	09/19/16	1,474.71
00699486	56456	LUTHERAN FAMILY SERVICES	09/22/16	1,864.12
Fund Total				10,604.84

Net Warrants by Fund Detail

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Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00699534	530244	HERNANDEZ ELIZABETH	09/23/16	175.00
00699535	71226	JAMES TRUDY	09/23/16	28.08
00699543	153270	VERIZON	09/23/16	565.11
Fund Total				768.19

Net Warrants by Fund Detail

43Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00699301	140546	FISCHER DOUGLAS R	09/19/16	133.50
00699477	33604	COLO DEPT OF REVENUE	09/22/16	476.00
00699478	33604	COLO DEPT OF REVENUE	09/22/16	14.00
00699489	443757	NRG DGPV FUND 1 LLC	09/22/16	893.50
00699490	443757	NRG DGPV FUND 1 LLC	09/22/16	654.41
00699491	443757	NRG DGPV FUND 1 LLC	09/22/16	647.74
00699492	443757	NRG DGPV FUND 1 LLC	09/22/16	1,430.87
00699496	42389	SIMPLEXGRINNELL	09/22/16	438.00
00699511	80271	TWS AVIATION FUEL SYSTEMS	09/22/16	114.55
00699516	80279	VERIZON WIRELESS	09/22/16	578.61
00699517	13822	XCEL ENERGY	09/22/16	76.52
00699518	13822	XCEL ENERGY	09/22/16	91.67
00699519	13822	XCEL ENERGY	09/22/16	93.20
00699520	13822	XCEL ENERGY	09/22/16	97.76
00699521	13822	XCEL ENERGY	09/22/16	621.53
00699522	13822	XCEL ENERGY	09/22/16	2,110.80
Fund Total				8,472.66

County of Adams
Net Warrants by Fund Detail

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Water and Wastewater Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00699476	2381	COLO ANALYTICAL LABORATORY	09/22/16	26.00
Fund Total				26.00

County of Adams
Net Warrants by Fund Detail

Grand Total 906,759.79

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	VERIZON WIRELESS	00043	877895	262914	09/21/16	<u>538.60</u>
					Account Total	<u>538.60</u>
					Department Total	<u><u>538.60</u></u>

County of Adams
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SIMPLEXGRINNELL	00043	877893	262914	09/21/16	<u>438.00</u>
					Account Total	<u>438.00</u>
					Department Total	<u><u>438.00</u></u>

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	877899	262918	09/21/16	93.20
					Account Total	93.20
	Licenses and Fees					
	COLO DEPT OF REVENUE	00043	877831	262863	09/20/16	12.63-
	COLO DEPT OF REVENUE	00043	877832	262863	09/20/16	.79-
					Account Total	13.42-
	Repair & Maint Supplies					
	TWS AVIATION FUEL SYSTEMS	00043	877838	262864	09/20/16	114.55
					Account Total	114.55
	Telephone					
	VERIZON WIRELESS	00043	877895	262914	09/21/16	40.01
					Account Total	40.01
	Travel & Transportation					
	FISCHER DOUGLAS R	00043	877737	262818	09/19/16	133.50
					Account Total	133.50
					Department Total	367.84

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	NRG DGPV FUND 1 LLC	00043	877834	262864	09/20/16	893.50
	NRG DGPV FUND 1 LLC	00043	877835	262864	09/20/16	654.41
	NRG DGPV FUND 1 LLC	00043	877836	262864	09/20/16	647.74
	NRG DGPV FUND 1 LLC	00043	877837	262864	09/20/16	1,430.87
	XCEL ENERGY	00043	877897	262918	09/21/16	76.52
	XCEL ENERGY	00043	877898	262918	09/21/16	52.37
	XCEL ENERGY	00043	877898	262918	09/21/16	39.30
	XCEL ENERGY	00043	877900	262918	09/21/16	97.76
	XCEL ENERGY	00043	877901	262918	09/21/16	621.53
	XCEL ENERGY	00043	877902	262918	09/21/16	1,999.76
	XCEL ENERGY	00043	877902	262918	09/21/16	111.04
					Account Total	6,624.80
					Department Total	6,624.80

County of Adams
Vendor Payment Report

<u>1024</u>	<u>Budget Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	DUNCAN NANCY	00001	877868	262889	09/21/16	85.00
	KLUTH MARK	00001	877867	262889	09/21/16	85.00
					Account Total	<u>170.00</u>
					Department Total	<u><u>170.00</u></u>

County of Adams
Vendor Payment Report

<u>3160</u>	<u>Community Corrections Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=6585	00004	877657	262754	09/01/16	<u>1,236.51</u>
					Account Total	<u>1,236.51</u>
					Department Total	<u><u>1,236.51</u></u>

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>
	Court Reporting Transcripts					
	HIGH PLAINS REPORTING & TRANSC	00001	877476	262655	09/15/16	135.00
					Account Total	135.00
	Other Professional Serv					
	JEFFERSON COUNTY SHERIFF'S CIV	00001	877475	262655	09/15/16	48.50
					Account Total	48.50
					Department Total	183.50

County of Adams
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Advertising					
	METROWEST NEWSPAPERS	00001	877851	262887	09/21/16	836.36
					Account Total	836.36
	Education & Training					
	COLO COUNTY TREASURERS ASSN	00001	877849	262887	09/21/16	400.00
					Account Total	400.00
					Department Total	1,236.36

County of Adams
Vendor Payment Report

<u>1043</u>	<u>CA- Social Services IV-D</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CORNELLA DEBRA A	00001	877294	262543	09/13/16	<u>43.20</u>
					Account Total	<u>43.20</u>
					Department Total	<u><u>43.20</u></u>

County of Adams
Vendor Payment Report

<u>1094</u>	<u>CED Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	APA COLORADO	00001	877790	262851	09/20/16	<u>159.93</u>
					Account Total	<u>159.93</u>
					Department Total	<u><u>159.93</u></u>

County of Adams
Vendor Payment Report

<u>1020</u>	<u>CLK Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	HICO	00001	877427	262607	09/14/16	<u>36.00</u>
					Account Total	<u>36.00</u>
	Travel & Transportation					
	MARTIN STAN	00001	877428	262607	09/14/16	<u>229.00</u>
					Account Total	<u>229.00</u>
					Department Total	<u><u>265.00</u></u>

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED IT USA LLC	00001	877430	262607	09/14/16	294.67
					Account Total	294.67
	Software and Licensing					
	IMPALA CAPITAL LLC	00001	877869	262889	09/21/16	5,000.00
					Account Total	5,000.00
	Telephone					
	EASTERN SLOPE RURAL TELEPHONE	00001	877426	262607	09/14/16	87.20
					Account Total	87.20
					Department Total	<u>5,381.87</u>

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED IT USA LLC	00001	877429	262607	09/14/16	42.70
	SHRED IT USA LLC	00001	877431	262607	09/14/16	355.50
					Account Total	398.20
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	877423	262607	09/14/16	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	877424	262607	09/14/16	16.21
					Account Total	34.62
	Other Professional Serv					
	JESCO ELECTRIC INC	00001	877433	262614	09/14/16	769.14
					Account Total	769.14
	Security Service					
	CHESTER KEVIN LAMONT	00001	877425	262607	09/14/16	240.00
					Account Total	240.00
					Department Total	1,441.96

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	877740	262818	09/19/16	2,368.54
	LUTHERAN FAMILY SERVICES	00034	877741	262818	09/19/16	854.53
	LUTHERAN FAMILY SERVICES	00034	877742	262818	09/19/16	1,068.23
	LUTHERAN FAMILY SERVICES	00034	877743	262818	09/19/16	1,586.82
	LUTHERAN FAMILY SERVICES	00034	877744	262818	09/19/16	1,387.89
	LUTHERAN FAMILY SERVICES	00034	877745	262818	09/19/16	1,474.71
	LUTHERAN FAMILY SERVICES	00034	877974	262981	09/22/16	1,864.12
					Account Total	10,604.84
					Department Total	10,604.84

County of Adams
Vendor Payment Report

<u>6021</u>	<u>CT- Trails- Plan/Design Const</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Infrastruc Rep & Maint					
	BROTHERS PAINTING	00024	876810	262486	09/12/16	<u>900.00</u>
					Account Total	<u>900.00</u>
					Department Total	<u><u>900.00</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>
	Business Meetings					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	877794	262859	09/20/16	18.74
					Account Total	18.74
	Court Reporting Transcripts					
	MAIER LORI C	00001	877799	262859	09/20/16	39.00
	MCKAY LORI A	00001	877800	262859	09/20/16	15.75
					Account Total	54.75
	Education & Training					
	ADCO DISTRICT ATTORNEY	00001	877795	262859	09/20/16	50.00
	ADCO DISTRICT ATTORNEY	00001	877795	262859	09/20/16	25.00
					Account Total	75.00
	Mileage Reimbursements					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	877794	262859	09/20/16	31.00
					Account Total	31.00
	Other Communications					
	GOVERNOR'S OFFICE OF IT	00001	877797	262859	09/20/16	2,462.10
					Account Total	2,462.10
	Other Professional Serv					
	PALUSKA THOMAS	00001	877801	262859	09/20/16	366.90
					Account Total	366.90
	Witness Fees					
	ADCO DISTRICT ATTORNEY	00001	877795	262859	09/20/16	40.00
	ADCO DISTRICT ATTORNEY	00001	877795	262859	09/20/16	91.04
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	877793	262859	09/20/16	30.48
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	877793	262859	09/20/16	78.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	877793	262859	09/20/16	23.91
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	877793	262859	09/20/16	160.32
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	877793	262859	09/20/16	48.80
					Account Total	472.55
					Department Total	<u>3,481.04</u>

County of Adams
Vendor Payment Report

<u>9261</u>	<u>DA- Diversion Project</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ARELLANO JESSICA	00001	877796	262859	09/20/16	17.28
	HUPFER DETOR LEVON	00001	877798	262859	09/20/16	114.48
					Account Total	<u>131.76</u>
					Department Total	<u><u>131.76</u></u>

County of Adams
Vendor Payment Report

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY EDUCATION CONSORT	00001	877854	262889	09/21/16	<u>48,500.00</u>
					Account Total	<u>48,500.00</u>
					Department Total	<u><u>48,500.00</u></u>

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	SPRADLEY BARR FORD GREELEY	00006	877959	262980	09/22/16	35,614.00
	SPRADLEY BARR FORD GREELEY	00006	877962	262980	09/22/16	30,242.00
	WIRELESS ADVANCED COMMUNICATIO	00006	877822	262862	09/20/16	11,887.00
	WIRELESS ADVANCED COMMUNICATIO	00006	877824	262862	09/20/16	11,887.00
	WIRELESS ADVANCED COMMUNICATIO	00006	877825	262862	09/20/16	11,887.00
	WIRELESS ADVANCED COMMUNICATIO	00006	877826	262862	09/20/16	11,887.00
	WIRELESS ADVANCED COMMUNICATIO	00006	877827	262862	09/20/16	11,887.00
	WIRELESS ADVANCED COMMUNICATIO	00006	877828	262862	09/20/16	11,887.00
					Account Total	137,178.00
					Department Total	137,178.00

County of Adams
Vendor Payment Report

<u>921015</u>	<u>ESG (Emergency Solution Grant)</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	00030	877576	262691	09/15/16	1,855.59
	ALMOST HOME INC	00030	877577	262691	09/15/16	35.52
					Account Total	<u>1,891.11</u>
					Department Total	<u><u>1,891.11</u></u>

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	COLO DEPT OF REVENUE	00043	877831	262863	09/20/16	488.63
	COLO DEPT OF REVENUE	00043	877832	262863	09/20/16	14.79
					Account Total	503.42
					Department Total	503.42

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>
	Gas & Electricity					
	Energy Cap Bill ID=6557	00001	877646	262754	08/18/16	<u>255.58</u>
					Account Total	<u>255.58</u>
					Department Total	<u><u>255.58</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>
	Gas & Electricity					
	Energy Cap Bill ID=6594	00001	877651	262754	08/30/16	<u>8,442.73</u>
					Account Total	<u>8,442.73</u>
					Department Total	<u><u>8,442.73</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=6589	00001	877644	262754	08/30/16	8,830.00
	Energy Cap Bill ID=6590	00001	877645	262754	08/30/16	28,322.00
					Account Total	<u>37,152.00</u>
					Department Total	<u><u>37,152.00</u></u>

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&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=6582	00001	877636	262754	08/31/16	<u>2,190.20</u>
					Account Total	<u>2,190.20</u>
					Department Total	<u><u>2,190.20</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>
	Gas & Electricity					
	Energy Cap Bill ID=6560	00001	877637	262754	08/25/16	982.41
	Energy Cap Bill ID=6595	00001	877638	262754	08/30/16	67.53
	Energy Cap Bill ID=6597	00001	877639	262754	08/30/16	26,877.30
					Account Total	<u>27,927.24</u>
					Department Total	<u><u>27,927.24</u></u>

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=6583	00001	877652	262754	08/25/16	4,394.00
	Energy Cap Bill ID=6591	00001	877653	262754	08/30/16	59.11
	Energy Cap Bill ID=6592	00001	877654	262754	08/30/16	25,223.88
	Energy Cap Bill ID=6593	00001	877655	262754	08/30/16	424.77
	Energy Cap Bill ID=6596	00001	877656	262754	08/30/16	7,263.23
					Account Total	<u>37,364.99</u>
					Department Total	<u><u>37,364.99</u></u>

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=6556	00001	877640	262754	08/26/16	7,228.63
					Account Total	<u>7,228.63</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=6598	00001	877641	262754	08/22/16	3,131.42
	Energy Cap Bill ID=6599	00001	877642	262754	08/22/16	703.40
					Account Total	<u>3,834.82</u>
					Department Total	<u><u>11,063.45</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>
	Gas & Electricity					
	Energy Cap Bill ID=6561	00001	877643	262754	08/25/16	<u>51.40</u>
					Account Total	<u>51.40</u>
					Department Total	<u><u>51.40</u></u>

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>
	Gas & Electricity					
	Energy Cap Bill ID=6562	00001	877635	262754	08/25/16	<u>351.75</u>
					Account Total	<u>351.75</u>
					Department Total	<u><u>351.75</u></u>

County of Adams
Vendor Payment Report

<u>1063</u>	<u>FO-Flatrock Training Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=6558	00001	877631	262754	08/23/16	41.16
	Energy Cap Bill ID=6587	00001	877632	262754	08/30/16	322.15
	Energy Cap Bill ID=6588	00001	877633	262754	08/30/16	64.47
	Energy Cap Bill ID=6600	00001	877634	262754	08/30/16	1,312.74
					Account Total	<u>1,740.52</u>
					Department Total	<u><u>1,740.52</u></u>

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ABL MANAGEMENT INC	00001	877676	262776	09/16/16	4,805.77
	ABL MANAGEMENT INC	00001	877677	262776	09/16/16	24,992.26
	ADVANCED LAUNDRY SYSTEMS	00001	877678	262776	09/16/16	1,862.78
	ADVANCED NETWORK MANAGEMENT IN	00001	877846	262862	09/21/16	7,328.00
	CDW GOVERNMENT INC	00001	877844	262862	09/21/16	4,342.00
	COLO BUREAU INVESTIGATION-IDEN	00001	877679	262776	09/16/16	390.00
	GLOBAL TECHNOLOGY RESOURCES IN	00001	877843	262862	09/21/16	12,228.75
	METRO NORTH LTD	00001	877839	262862	09/21/16	963.07
	METRO NORTH LTD	00001	877840	262862	09/21/16	963.07
	NATL CRIMINAL JUSTICE ASSN	00001	877973	262980	09/22/16	336.00
	NICOLETTI-FLATER ASSOCIATES	00001	877680	262776	09/16/16	1,425.00
	OFFICE SCAPES	00001	877830	262862	09/20/16	7,868.60
	OLD VINE PINNACLE ASSOCIATES	00001	877841	262862	09/21/16	800.00
	OLD VINE PINNACLE ASSOCIATES	00001	877842	262862	09/21/16	800.00
	OTTERTAIL ENVIRONMENTAL INC	00001	877747	262824	09/19/16	53,268.75
	QUANTUM WATER CONSULTING	00001	877748	262824	09/19/16	32,749.59
	STATE OF COLORADO	00001	877963	262980	09/22/16	42.11
	STATE OF COLORADO	00001	877963	262980	09/22/16	612.68
	STATE OF COLORADO	00001	877964	262980	09/22/16	652.79
	STATE OF COLORADO	00001	877964	262980	09/22/16	11,088.72
	STATE OF COLORADO	00001	877965	262980	09/22/16	37.33
	STATE OF COLORADO	00001	877965	262980	09/22/16	575.09
	STATE OF COLORADO	00001	877966	262980	09/22/16	630.70
	STATE OF COLORADO	00001	877966	262980	09/22/16	10,704.74
	STATE OF COLORADO	00001	877967	262980	09/22/16	590.35
	STATE OF COLORADO	00001	877967	262980	09/22/16	10,042.69
	STATE OF COLORADO	00001	877968	262980	09/22/16	37.18
	STATE OF COLORADO	00001	877968	262980	09/22/16	532.51
	ZAYO GROUP HOLDINGS INC	00001	877845	262862	09/21/16	1,975.00
					Account Total	192,645.53
					Department Total	192,645.53

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	REGIONAL AIR QUALITY COUNCIL	00001	877856	262889	09/21/16	<u>10,000.00</u>
					Account Total	<u>10,000.00</u>
					Department Total	<u><u>10,000.00</u></u>

County of Adams
Vendor Payment Report

<u>1099</u>	<u>GF- Human Service Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	MERCY HOUSING MOUNTAIN PLAINS	00001	877754	262825	09/19/16	4,578.06
	PRECIOUS CHILD	00001	877574	262691	09/15/16	14,153.58
					Account Total	<u>18,731.64</u>
					Department Total	<u><u>18,731.64</u></u>

County of Adams
Vendor Payment Report

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	KAISER PERMANENTE	00001	877770	262848	09/20/16	8,100.00
	ROCKY MTN HEALTH PLAN	00001	877773	262848	09/20/16	850.00
	UNITED HEALTHCARE	00001	877775	262848	09/20/16	5,700.00
					Account Total	14,650.00
	Messenger/Delivery Service					
	QUICKSILVER EXPRESS COURIER	00001	877997	262991	09/22/16	193.46
					Account Total	193.46
	Tuition Reimbursement					
	VALLES RUBI	00001	877998	262991	09/22/16	1,830.00
	YNIGUEZ COLLEEN	00001	877999	262991	09/22/16	204.00
					Account Total	2,034.00
					Department Total	16,877.46

County of Adams
Vendor Payment Report

<u>935116</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	WESTMINSTER PRESBYTERIAN CHURC	00031	877731	262812	09/19/16	2,095.40
					Account Total	2,095.40
	Education & Training					
	ARELLANO ISEBEL	00031	877789	262812	09/19/16	197.00
	DANA SCHUETZE CONSULTING LLC	00031	877820	262812	09/19/16	198.00
	RAMIREZ SUSANA	00031	877730	262812	09/19/16	197.00
	UNIVERSITY OF DENVER	00031	877728	262812	09/19/16	2,500.00
					Account Total	3,092.00
	Interpreting Services					
	A & A LANGUAGES LLC	00031	877723	262812	09/19/16	385.00
	AAND AHL LUCIA STELLA	00031	877724	262812	09/19/16	412.00
	GOMEZ LINA A	00031	877727	262812	09/19/16	20.00
					Account Total	817.00
	Medical Services					
	COLO OCCUPATIONAL MEDICINE PHY	00031	877791	262812	09/19/16	225.00
					Account Total	225.00
	Operating Supplies					
	BRIGHTON LOCK & KEY SERVICE	00031	877725	262812	09/19/16	17.50
					Account Total	17.50
	Telephone					
	CENTURY LINK	00031	877726	262812	09/19/16	221.72
					Account Total	221.72
					Department Total	<u>6,468.62</u>

County of Adams
Vendor Payment Report

<u>962015</u>	<u>HOME Program Income 15-16</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY HOUSING AUTHORITY	00030	877575	262691	09/15/16	<u>11,224.54</u>
					Account Total	<u>11,224.54</u>
					Department Total	<u><u>11,224.54</u></u>

County of Adams
Vendor Payment Report

<u>1074</u>	<u>HR- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	ADVANCED URGENT CARE AND OCC M	00019	877984	262987	09/22/16	55.00
	COLO OCCUPATIONAL MEDICINE PHY	00019	877986	262987	09/22/16	375.00
					Account Total	430.00
					Department Total	430.00

County of Adams
Vendor Payment Report

<u>1034</u>	<u>HR- Social Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	LIPSEY SEAN	00001	877739	262818	09/19/16	<u>180.90</u>
					Account Total	<u>180.90</u>
					Department Total	<u><u>180.90</u></u>

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>
	Administration Fee					
	SMITH ART	00019	877780	262848	09/20/16	49.44
	SMITH ART	00019	877780	262848	09/22/16	49.44-
	UNITED HEALTHCARE	00019	877783	262848	09/20/16	98.88
	UNITED HEALTHCARE	00019	877976	262981	09/22/16	49.44
					Account Total	148.32
	Insurance Premiums					
	SMITH ART	00019	877780	262848	09/20/16	73.23
	SMITH ART	00019	877780	262848	09/22/16	73.23-
	UNITED HEALTHCARE	00019	877783	262848	09/20/16	146.46
	UNITED HEALTHCARE	00019	877976	262981	09/22/16	73.23
					Account Total	219.69
					Department Total	368.01

County of Adams
Vendor Payment Report

<u>8612</u>	<u>Insurance - UHC POS Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	SMITH ART	00019	877780	262848	09/20/16	49.44
	SMITH ART	00019	877780	262848	09/22/16	49.44-
	UNITED HEALTHCARE	00019	877783	262848	09/20/16	49.44
	UNITED HEALTHCARE	00019	877976	262981	09/22/16	49.44
					Account Total	98.88
	Insurance Premiums					
	SMITH ART	00019	877780	262848	09/20/16	73.23
	SMITH ART	00019	877780	262848	09/22/16	73.23-
	UNITED HEALTHCARE	00019	877783	262848	09/20/16	73.23
	UNITED HEALTHCARE	00019	877976	262981	09/22/16	73.23
					Account Total	146.46
					Department Total	245.34

County of Adams
Vendor Payment Report

<u>8622</u>	<u>Insurance -Benefits & Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	KAISER PERMANENTE	00019	877771	262848	09/20/16	111.60
	KAISER PERMANENTE	00019	877779	262848	09/20/16	7.20
	UNITED HEALTHCARE	00019	877990	262987	09/22/16	1,481.40
	UNITED HEALTHCARE	00019	877991	262987	09/22/16	1,485.00
					Account Total	3,085.20
	Medical Services					
	UNITED HEALTHCARE	00019	877992	262987	09/22/16	783.36
	UNITED HEALTHCARE	00019	877993	262987	09/22/16	789.12
	WEIGHT WATCHERS NORTH AMERICAN	00019	877994	262987	09/22/16	958.85
	WEIGHT WATCHERS NORTH AMERICAN	00019	877995	262987	09/22/16	1,293.45
	WEIGHT WATCHERS NORTH AMERICAN	00019	877996	262987	09/22/16	978.80
					Account Total	4,803.58
					Department Total	7,888.78

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Cllrg					
	LEONARD KELLY K	00019	877848	262862	09/21/16	270.34
	MILE HIGH FITNESS	00019	877847	262862	09/21/16	2,280.00
					Account Total	2,550.34
	Retiree Med - Kaiser					
	KAISER PERMANENTE	00019	877769	262848	09/20/16	70,678.20
					Account Total	70,678.20
	Retiree Med - RMHP Metro Area					
	ROCKY MTN HEALTH PLAN	00019	877772	262848	09/20/16	4,555.50
					Account Total	4,555.50
					Department Total	77,784.04

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>
	Administration Fee					
	DELTA DENTAL PLAN OF COLO	00019	877782	262848	09/20/16	152.95
	DELTA DENTAL PLAN OF COLO	00019	877784	262848	09/20/16	122.36
					Account Total	275.31
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	877766	262848	09/20/16	10,240.21
	DELTA DENTAL PLAN OF COLO	00019	877778	262848	09/20/16	10,569.36
	DELTA DENTAL PLAN OF COLO	00019	877782	262848	09/20/16	263.95
	DELTA DENTAL PLAN OF COLO	00019	877784	262848	09/20/16	291.45
					Account Total	21,364.97
					Department Total	21,640.28

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	LOPEZ ELISARDO II	00019	877738	262818	09/19/16	197.53
	MELTON DEBBIE	00019	877735	262818	09/19/16	1,120.99
	POWER MOTIVE CORP	00019	877987	262987	09/22/16	1,039.46
					Account Total	<u>2,357.98</u>
					Department Total	<u><u>2,357.98</u></u>

County of Adams
Vendor Payment Report

<u>8615</u>	<u>Insurance- UHC Retiree Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	877768	262848	09/20/16	2,570.88
	UNITED HEALTHCARE	00019	877768	262848	09/20/16	346.08
	UNITED HEALTHCARE	00019	877768	262848	09/20/16	49.44
					Account Total	2,966.40
	AARP RX					
	UNITED HEALTHCARE	00019	877776	262848	09/20/16	10,116.70
					Account Total	10,116.70
	Insurance Premiums					
	UNITED HEALTHCARE	00019	877768	262848	09/20/16	3,807.96
	UNITED HEALTHCARE	00019	877768	262848	09/20/16	512.61
	UNITED HEALTHCARE	00019	877768	262848	09/20/16	73.23
					Account Total	4,393.80
	UHC_MED					
	UNITED HEALTHCARE	00019	877774	262848	09/20/16	23,987.11
					Account Total	23,987.11
					Department Total	41,464.01

County of Adams
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	877781	262848	09/20/16	2.88
	VISION SERVICE PLAN-CONNECTICU	00019	877785	262848	09/20/16	4.32
					Account Total	7.20
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	877787	262848	09/20/16	15,053.90
	VISION SERVICE PLAN-CONNECTICU	00019	877788	262848	09/20/16	205.15
					Account Total	15,259.05
					Department Total	15,266.25

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>
	Administration Fee					
	BUEHLER MOVING & STORAGE	00019	877988	262987	09/22/16	335.00
					Account Total	335.00
	Printing External					
	TIARA PRINTING INC	00019	877989	262987	09/22/16	179.41
					Account Total	179.41
					Department Total	514.41

County of Adams
Vendor Payment Report

<u>1057</u>	<u>IT Application Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	SILANIS TECHNOLOGY INC	00001	877497	262659	09/15/16	<u>720.00</u>
					Account Total	<u>720.00</u>
					Department Total	<u><u>720.00</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					
	KNS COMMUNICATIONS CONSULTANTS	00001	877861	262894	09/21/16	3,527.54
					Account Total	3,527.54
	ISP Services					
	COMCAST BUSINESS	00001	877494	262659	09/15/16	1,700.00
					Account Total	1,700.00
	Other Professional Serv					
	COMMUNICATION CONSTRUCTION & E	00001	877498	262659	09/15/16	2,550.00
	UTILITY NOTIFICATION CENTER OF	00001	877499	262659	09/15/16	264.55
					Account Total	2,814.55
	Telephone					
	TDS TELECOM	00001	877855	262889	09/21/16	669.55
	WINDSTREAM COMMUNICATIONS	00001	877864	262889	09/21/16	2,130.26
	WINDSTREAM COMMUNICATIONS	00001	877865	262889	09/21/16	.05
					Account Total	2,799.86
					Department Total	<u>10,841.95</u>

County of Adams
Vendor Payment Report

<u>1081</u>	<u>Long Range Strategic Planning</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	METROWEST NEWSPAPERS	00001	877736	262818	09/19/16	<u>370.00</u>
					Account Total	<u>370.00</u>
					Department Total	<u><u>370.00</u></u>

County of Adams
Vendor Payment Report

<u>97813</u>	<u>MSFW Housing Inspection</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON	00035	877894	262913	09/21/16	<u>105.02</u>
					Account Total	<u>105.02</u>
					Department Total	<u><u>105.02</u></u>

County of Adams
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	877669	262753	09/16/16	46.26
	UNITED POWER (UNION REA)	00027	877670	262753	09/16/16	20.00
					Account Total	66.26
					Department Total	66.26

County of Adams
Vendor Payment Report

<u>6201</u>	<u>Open Space Tax- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	MCDOWELL SHANNON	00028	876813	262486	09/12/16	<u>163.62</u>
					Account Total	<u>163.62</u>
					Department Total	<u><u>163.62</u></u>

County of Adams
Vendor Payment Report

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ROCKY MTN BIRD OBSERVATORY	00028	877668	262753	09/16/16	<u>7,244.68</u>
					Account Total	<u>7,244.68</u>
					Department Total	<u><u>7,244.68</u></u>

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=6559	00001	877647	262754	08/24/16	87.63
	Energy Cap Bill ID=6584	00001	877648	262754	08/26/16	92.05
	Energy Cap Bill ID=6586	00001	877649	262754	08/30/16	10,778.86
	Energy Cap Bill ID=6601	00001	877650	262754	08/30/16	2,274.12
					Account Total	13,232.66
					Department Total	13,232.66

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Advertising					
	COMCAST SPOTLIGHT	00001	876812	262486	09/12/16	1,500.25
					Account Total	1,500.25
	Fair Expenses-General					
	CAUSBY, JOSEPH	00001	877852	262889	09/21/16	2.00
	INDUSTRIAL LABORATORIES	00001	877444	262615	09/14/16	2,625.00
	KREUTZER, KAYDA	00001	877853	262889	09/21/16	25.00
					Account Total	2,652.00
	Mileage Reimbursements					
	WILLIS MARY T	00001	876815	262486	09/12/16	67.50
					Account Total	67.50
	Regional Park Concessions					
	ORONA CLAUDIA	00001	877705	262806	09/19/16	45.00
					Account Total	45.00
	Regional Park Rentals					
	CARTER SAMANTHA	00001	877658	262753	09/16/16	400.00
	CHACON PATRICIA	00001	876811	262486	09/12/16	650.00
	COLO JUDICIAL DEPT	00001	877659	262753	09/16/16	175.00
	COMMUNITY REACH CENTER	00001	877660	262753	09/16/16	590.00
	FOWLER ERNEST	00001	877661	262753	09/16/16	700.00
	GILLS MARY	00001	877662	262753	09/16/16	235.00
	MADRID CRISTY	00001	877664	262753	09/16/16	398.20
	MEDINA MELISSA	00001	877665	262753	09/16/16	75.00
	ORNELAS RAUL	00001	877666	262753	09/16/16	400.00
	ORONA CLAUDIA	00001	877704	262806	09/19/16	800.00
	PATTERSON CHAD	00001	877667	262753	09/16/16	80.00
	TORRES JIMMY	00001	876814	262486	09/12/16	75.00
	VALDEZ SHANICE	00001	877671	262753	09/16/16	650.00
					Account Total	5,228.20
					Department Total	9,492.95

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>
	Travel & Transportation					
	CARLSON KURT A	00001	877734	262818	09/19/16	<u>124.00</u>
					Account Total	<u>124.00</u>
					Department Total	<u><u>124.00</u></u>

County of Adams
Vendor Payment Report

<u>5018</u>	<u>PKS- Natural Resources Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PEDRUCCI MARC R	00001	877706	262806	09/19/16	<u>120.42</u>
					Account Total	<u>120.42</u>
					Department Total	<u><u>120.42</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>
	Mileage Reimbursements					
	GRAF TREVOR G	00001	877703	262806	09/19/16	95.04
					Account Total	95.04
	Operating Supplies					
	G & K SERVICES	00001	877663	262753	09/16/16	181.30
					Account Total	181.30
					Department Total	276.34

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	876816	262486	09/12/16	70.63
	XCEL ENERGY	00001	877672	262753	09/16/16	160.71
					Account Total	231.34
					Department Total	231.34

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BUSH MELVIN E	00001	877702	262804	09/19/16	65.00
	CASTLE CHRISTOPHER	00001	877698	262804	09/19/16	65.00
	HODGE, DICK	00001	877700	262804	09/19/16	65.00
	STANFIELD THOMSON	00001	877701	262804	09/19/16	65.00
	VALTAKIS AARON	00001	877699	262804	09/19/16	65.00
					Account Total	<u>325.00</u>
					Department Total	<u><u>325.00</u></u>

County of Adams
Vendor Payment Report

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	877767	262848	09/20/16	375.84
	VISION SERVICE PLAN-CONNECTICU	00019	877777	262848	09/20/16	377.28
					Account Total	753.12
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	877786	262848	09/20/16	785.43
					Account Total	785.43
					Department Total	1,538.55

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ASPHALT SPECIALTIES CO INC	00013	877749	262824	09/19/16	962.24
	ASPHALT SPECIALTIES CO INC	00013	877750	262824	09/19/16	538.97
	ASPHALT SPECIALTIES CO INC	00013	877751	262824	09/19/16	88.73
	ASPHALT SPECIALTIES CO INC	00013	877752	262824	09/19/16	796.20
	ASPHALT SPECIALTIES CO INC	00013	877753	262824	09/19/16	2,249.50
	ASPHALT SPECIALTIES CO INC	00013	877755	262824	09/19/16	2,217.10
	BRANNAN SAND & GRAVEL COMPANY	00013	877761	262824	09/19/16	123.82
	BRANNAN SAND & GRAVEL COMPANY	00013	877762	262824	09/19/16	495.69
	BRANNAN SAND & GRAVEL COMPANY	00013	877763	262824	09/19/16	464.12
	BRANNAN SAND & GRAVEL COMPANY	00013	877764	262824	09/19/16	418.20
	BRANNAN SAND & GRAVEL COMPANY	00013	877765	262824	09/19/16	1,797.85
	GMCO CORPORATION	00013	877758	262824	09/19/16	7,260.58
	GMCO CORPORATION	00013	877759	262824	09/19/16	3,836.88
	GMCO CORPORATION	00013	877760	262824	09/19/16	5,739.99
	GROUND ENGINEERING CONSULTANTS	00013	877969	262980	09/22/16	1,594.00
	GROUND ENGINEERING CONSULTANTS	00013	877970	262980	09/22/16	2,207.50
	REPUBLIC SERVICES #535	00013	877756	262824	09/19/16	1,013.50
	STURGEON ELECTRIC CO	00013	877757	262824	09/19/16	4,429.50
	URS CORPORATION	00013	877971	262980	09/22/16	791.04
	URS CORPORATION	00013	877972	262980	09/22/16	7,450.36
	URS CORPORATION	00013	877972	262980	09/22/16	202.61
					Account Total	44,678.38
					Department Total	44,678.38

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ERGOMETRICS & APPLIED PERSONNE	00001	877686	262778	09/16/16	1,204.00
	ERGOMETRICS & APPLIED PERSONNE	00001	877687	262778	09/16/16	2,132.60
					Account Total	<u>3,336.60</u>
	Other Professional Serv					
	POINT SPORTS/ERGOMED	00001	877685	262778	09/16/16	1,440.00
					Account Total	<u>1,440.00</u>
	Travel & Transportation					
	SIGMAN RONALD	00001	877871	262903	09/21/16	97.00
					Account Total	<u>97.00</u>
					Department Total	<u><u>4,873.60</u></u>

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	MCDONALD YONG HUI V	00001	877870	262901	09/21/16	<u>4,536.00</u>
					Account Total	<u>4,536.00</u>
					Department Total	<u><u>4,536.00</u></u>

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	877682	262778	09/16/16	18.85
	OLIVAS LEROY	00001	877694	262778	09/16/16	17.50
					Account Total	<u>36.35</u>
	Other Communications					
	LEXISNEXIS RISK SOLUTIONS	00001	877689	262778	09/16/16	97.85
					Account Total	<u>97.85</u>
	Other Repair & Maint					
	ADAMS COUNTY COMMUNICATION	00001	877681	262778	09/16/16	75.00
					Account Total	<u>75.00</u>
					Department Total	<u><u>209.20</u></u>

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	FIRST CHOICE COFFEE SERVICES	00001	877688	262778	09/16/16	147.35
					Account Total	147.35
	Other Professional Serv					
	DS WATERS OF AMERICA INC	00001	877683	262778	09/16/16	54.60
	DS WATERS OF AMERICA INC	00001	877684	262778	09/16/16	54.60
	SHRED IT USA LLC	00001	877695	262778	09/16/16	30.00
	SHRED IT USA LLC	00001	877696	262778	09/16/16	18.75
	SHRED IT USA LLC	00001	877697	262778	09/16/16	22.50
					Account Total	180.45
					Department Total	327.80

County of Adams
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	NORTHGLENN AMBULANCE	00001	877690	262778	09/16/16	193.20
	NORTHGLENN AMBULANCE	00001	877691	262778	09/16/16	531.30
	NORTHGLENN AMBULANCE	00001	877692	262778	09/16/16	483.00
	NORTHGLENN AMBULANCE	00001	877693	262778	09/16/16	289.80
					Account Total	<u>1,497.30</u>
					Department Total	<u><u>1,497.30</u></u>

County of Adams
Vendor Payment Report

<u>3011</u>	<u>Transportation Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	VALDEZ RENE	00013	877866	262889	09/21/16	<u>326.03</u>
					Account Total	<u>326.03</u>
					Department Total	<u><u>326.03</u></u>

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	INTERMOUNTAIN RURAL ELECTRIC A	00013	876854	262525	09/13/16	75.36
	MORGAN COUNTY REA	00013	876851	262525	09/13/16	51.65
	MORGAN COUNTY REA	00013	876852	262525	09/13/16	28.00
	MORGAN COUNTY REA	00013	876853	262525	09/13/16	45.81
	UNITED POWER (UNION REA)	00013	876855	262525	09/13/16	23.16
	UNITED POWER (UNION REA)	00013	876856	262525	09/13/16	48.49
	UNITED POWER (UNION REA)	00013	876857	262525	09/13/16	49.50
	UNITED POWER (UNION REA)	00013	876858	262525	09/13/16	17.00
	UNITED POWER (UNION REA)	00013	876859	262525	09/13/16	20.00
	UNITED POWER (UNION REA)	00013	876860	262525	09/13/16	16.50
	UNITED POWER (UNION REA)	00013	876862	262525	09/13/16	191.89
	UNITED POWER (UNION REA)	00013	876863	262525	09/13/16	34.00
	UNITED POWER (UNION REA)	00013	876865	262525	09/13/16	87.69
	UNITED POWER (UNION REA)	00013	876866	262525	09/13/16	88.49
	UNITED POWER (UNION REA)	00013	876867	262525	09/13/16	36.00
	UNITED POWER (UNION REA)	00013	876868	262525	09/13/16	137.94
	UNITED POWER (UNION REA)	00013	876869	262525	09/13/16	36.54
	UNITED POWER (UNION REA)	00013	876870	262525	09/13/16	109.16
	UNITED POWER (UNION REA)	00013	876871	262525	09/13/16	16.50
	UNITED POWER (UNION REA)	00013	876872	262525	09/13/16	16.50
	UNITED POWER (UNION REA)	00013	876873	262525	09/13/16	33.00
	UNITED POWER (UNION REA)	00013	876874	262525	09/13/16	44.44
	UNITED POWER (UNION REA)	00013	876875	262525	09/13/16	48.49
	XCEL ENERGY	00013	877547	262671	09/15/16	3.01
	XCEL ENERGY	00013	877548	262671	09/15/16	29.41
	XCEL ENERGY	00013	877549	262671	09/15/16	2,914.17
	XCEL ENERGY	00013	877550	262671	09/15/16	24,650.94
	XCEL ENERGY	00013	877551	262671	09/15/16	242.34
	XCEL ENERGY	00013	877552	262671	09/15/16	1,174.01
	XCEL ENERGY	00013	877553	262671	09/15/16	130.36
	XCEL ENERGY	00013	877554	262671	09/15/16	81.53
	XCEL ENERGY	00013	877555	262671	09/15/16	115.81
	XCEL ENERGY	00013	877556	262671	09/15/16	250.91
	XCEL ENERGY	00013	877557	262671	09/15/16	245.65
	XCEL ENERGY	00013	877559	262671	09/15/16	61.73

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	XCEL ENERGY	00013	877561	262671	09/15/16	32.81
					Account Total	31,188.79
	Gravel & Recycled Material					
	GROUND ENGINEERING CONSULTANTS	00013	876682	262384	09/09/16	1,430.00
					Account Total	1,430.00
					Department Total	32,618.79

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>
	Mileage Reimbursements					
	JAMES TRUDY	00035	877896	262913	09/21/16	<u>28.08</u>
					Account Total	<u>28.08</u>
	Other Communications					
	VERIZON	00035	877894	262913	09/21/16	<u>40.01</u>
					Account Total	<u>40.01</u>
					Department Total	<u><u>68.09</u></u>

County of Adams
Vendor Payment Report

<u>4400</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00044	877833	262864	09/20/16	<u>26.00</u>
					Account Total	<u>26.00</u>
					Department Total	<u><u>26.00</u></u>

County of Adams
Vendor Payment Report

<u>99804</u>	<u>WIA Shared Program Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON	00035	877894	262913	09/21/16	<u>52.51</u>
					Account Total	<u>52.51</u>
					Department Total	<u><u>52.51</u></u>

County of Adams
Vendor Payment Report

<u>97400</u>	<u>WIA YOUTH YOUNGER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	HERNANDEZ ELIZABETH	00035	877892	262913	09/21/16	<u>175.00</u>
					Account Total	<u>175.00</u>
					Department Total	<u><u>175.00</u></u>

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON	00035	877894	262913	09/21/16	<u>367.57</u>
					Account Total	<u>367.57</u>
					Department Total	<u><u>367.57</u></u>

County of Adams
Vendor Payment Report

Grand Total 906,514.45

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, SEPTEMBER 20, 2016**

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:12 AM)

3. MOTION TO APPROVE AGENDA (09:13 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Jan Pawlowski, seconded by Erik Hansen, unanimously carried.

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT (09:13 AM)

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR (09:14 AM)

A. 16-709 List of Expenditures Under the Dates of September 6-9, 2016

B. 16-714 Minutes of the Commissioners' Proceedings from September 13, 2016

C. 16-703 Adams County Treasurer's Summary August 1-31, 2016

D. 16-674 Resolution Approving Subcontract between Adams County and Time to Change, Inc. for Community Corrections Services to the 17th Judicial District for Fiscal Year 2016-2017

E. 16-675 Resolution Approving Memorandum of Understanding between Adams County and Time to Change, Inc. for Correctional Treatment Funds (CTF) for the 2016-2017 State Fiscal Year

F. 16-676 Resolution Approving Memorandum of Understanding between Adams County and Time to Change, Inc. for Facility Payments for the 2016-2017 State Fiscal Year

G. 16-696 Resolution Accepting an Underground Detention Easement to Adams County from 7-Eleven, Inc.

H. 16-697 Resolution Accepting Deed Conveying Property to Adams County for the Dedication of Road Right-of-Way for East 120th Avenue

I. 16-698 Resolution Accepting Deed Conveying Property to Adams County for the Dedication of Road Right-of-Way for East 120th Avenue

J. 16-699 Resolution Accepting Deed Conveying Property to Adams County for the Dedication of Road Right-of-Way for East 120th Avenue

K. 16-704 Resolution Approving a Lease Agreement for Adams County Community Corrections Facility with Time to Change, Inc.

L. 16-708 Resolution Approving Intergovernmental Agreement between Adams County and the Town of Bennett for an Office Lease at the Bennett Shared County Service Center

- M. 16-718 Resolution Approving a Subdivision Improvement Agreement (SIA) between J.F. Barton Contracting Co. and Adams County for Subdivision Improvements
- N. 16-715 Resolution Approving Edward Byrne Memorial Justice Assistance Grant Award for Fiscal Year 2016 JAG Funding for the Adams County Sheriff's Office Equipment Purchase Project

Motion to Approve 6. CONSENT CALENDAR Moved by Jan Pawlowski, seconded by Erik Hansen, unanimously carried.

7. NEW BUSINESS

A. COUNTY MANAGER (09:14 AM)

- 1. 16-700 Resolution Approving Amendment Two to the Agreement between Adams County and Chandler Asset Management, Inc., for Investment Advisory Services for the Adams County Treasurer's Office (09:14 AM)
Motion to Approve 1. 16-700 Resolution Approving Amendment Two to the Agreement between Adams County and Chandler Asset Management, Inc., for Investment Advisory Services for the Adams County Treasurer's Office Moved by Jan Pawlowski, seconded by Charles "Chaz" Tedesco, unanimously carried.
- 2. 16-701 Resolution Accepting a Bid and Awarding an Agreement to Colorado Carpet Center for Carpet Replacement at the Western Service Center, Service Center and Coroner's Office (09:19 AM)
Motion to Approve 2. 16-701 Resolution Accepting a Bid and Awarding an Agreement to Colorado Carpet Center for Carpet Replacement at the Western Service Center, Service Center and Coroner's Office Moved by Jan Pawlowski, seconded by Erik Hansen, unanimously carried.
- 3. 16-706 Resolution Accepting a Proposal and Awarding an Agreement to Design Workshop for Consulting Services for the Development of the Regional Park and Fairgrounds Master Plan (09:21 AM)
Motion to Approve 3. 16-706 Resolution Accepting a Proposal and Awarding an Agreement to Design Workshop for Consulting Services for the Development of the Regional Park and Fairgrounds Master Plan Moved by Jan Pawlowski, seconded by Erik Hansen, unanimously carried.
- 4. 16-707 Resolution Accepting Change Order Number One to an Agreement between Adams County and DLR Group for the Architect & Engineering Services for the Adams County Justice Center Phase II Build Out (09:30 AM)
Motion to Approve 4. 16-707 Resolution Accepting Change Order Number One to an Agreement between Adams County and DLR Group for the Architect & Engineering Services for the Adams County Justice Center Phase II Build Out Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.
- 5. 16-713 Resolution Accepting a Proposal and Awarding an Agreement to ProTech Computer Systems for One Hundred Thirty-Five (135) Panasonic Toughbook Computers (09:36 AM)
Motion to Approve 5. 16-713 Resolution Accepting a Proposal and Awarding an Agreement to ProTech Computer Systems for One Hundred Thirty-Five (135) Panasonic Toughbook Computers Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

B. COUNTY ATTORNEY

8. ADJOURNMENT (09:40 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 4, 2016
SUBJECT: Consent to Assignment and Assignment
FROM: Jeri Coin, on behalf of D. E. Ruppel, Airport Director
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a resolution approving Consent to Assignment and Assignment of Lease with 37600 Cessna Way, LLC to Richard W. Norloff.

BACKGROUND:

In 2002, the Front Range Airport (“Airport”) entered into a Land Lease with Airplane Hangar Co., LLC, which was subsequently assigned to AmJet, LLC, and now subsequently assigned to 37600 Cessna Way, LLC (“Assignor”) for certain real property known as 37600 Cessna Way, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131. By means of the attached Consent to Assignment and Assignment the Tenant desires to assign his right, title and interest in and to the Lease to Richard W. Norloff, (“Assignee”) and Assignee, desires to take assignment of the Lease from Assignor.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney’s Office

ATTACHED DOCUMENTS:

1. BOCC Draft Resolution
2. Consent to Assignment and Assignment
3. Land Lease
4. Big Blue Agreement of Purchase and Sale

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONSENT TO ASSIGNMENT AND ASSIGNMENT OF
LEASE WITH 37600 CESSNA WAY, LLC TO RICHARD W. NORLOFF

Resolution 2016-

WHEREAS, in 2002, the Front Range Airport (“Airport”) entered into a Land Lease with Airplane Hangar Co., LLC, which was subsequently assigned to AmJet, LLC, and is subsequently assigned to 37600 Cessna Way, LLC (“Assignor”) for certain real property known as 37600 Cessna Way, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131; and,

WHEREAS, the Assignor is the owner of an aircraft hangar located on the real property described in the aforementioned Land Lease; and,

WHEREAS, by means of the attached Consent to Assignment and Assignment the Assignor desires to assign its right, title and interest in and to the Lease to Richard W. Norloff, (“Assignee”) and Assignee desires to take assignment of the Lease from Assignor.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Consent to Assignment and Assignment of Land Lease dated October 1, 2002, from 37600 Cessna Way, LLC, for the site known as 37600 Cessna Way, to Richard W. Norloff, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute said Consent to Assignment and Assignment on behalf of Adams County.

**CONSENT TO ASSIGNMENT
AND ASSIGNMENT**

THIS AGREEMENT is made among Adams County, Front Range Airport (AIRPORT), 37600 Cessna Way, LLC (ASSIGNOR), and Richard W. Norloff, (ASSIGNEE) on the date set forth below.

BASIS FOR AGREEMENT

- A. On October 1, 2002, Airplane Hangar Co., LLC, entered into a lease with AIRPORT for certain real property known as 37600 Cessna Way, Watkins, CO 80137, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131, (“the Lease”), a copy of which lease is attached hereto as Exhibit A.
- B. The Lease was subsequently transferred to ASSIGNOR, and ASSIGNOR is the owner of an aircraft hangar building located on the real property described in the aforementioned Lease.
- C. ASSIGNOR desires to assign all its right, title and interest in and to the Lease to ASSIGNEE, and ASSIGNEE desires to take assignment of the Lease from ASSIGNOR.
- D. Under the terms of the Lease, such assignment is subject to approval by AIRPORT.

CONSIDERATION

In consideration of the foregoing facts and the mutual promises set forth below, the parties agree as follows.

TERMS AND CONDITIONS

- 1. ASSIGNOR hereby assigns all its right, title and interest in and to the Lease to ASSIGNEE. The Parties agree that ASSIGNOR shall continue to be responsible for all liabilities, claims, civil actions, and warranties incurred by ASSIGNOR or arising from ASSIGNOR’S tenancy under the Lease from March 21, 2013 through the transfer date.
- 2. In accordance with Section 5 of the Lease, AIRPORT hereby grants its approval for the assignment of the Lease.
- 3. From and after the transfer date, ASSIGNEE shall be bound by all the terms and conditions of the Lease, and in the event of ASSIGNEE’S default, bankruptcy or other event described in section 13 of the Lease, ASSIGNEE indemnifies ASSIGNOR, and holds ASSIGNOR harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

ASSIGNOR:

37600 CESSNA WAY, LLC

By: 
Fred I. Artes, Manager

Date: 9-14-16

ASSIGNOR:

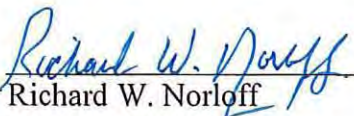
37600 CESSNA WAY, LLC

By: 
Joanne C. Sherwood, Manager

Date: 9/14/16

ASSIGNEE:

RICHARD W. NORLOFF

By: 
Richard W. Norloff

Date: 9/14/16

CONSENT:

ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairperson

Date: _____

ATTEST:

By: _____
County Attorney's Office

Date: _____

UNIMPROVED LAND LEASE

This lease is made effective this 1st day of October, 2002 by and between the Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and Colorado Airplane Hangar Co., LLC, a Colorado limited liability company, located at 4572 East Kentucky Avenue, Denver, Colorado 80246, ("Tenant").

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, known as 37600 Cessna Way, Watkins, Colorado 80137 ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit "A" and incorporated herein by this reference. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.

2. Business Purpose. The Premises shall be used for the construction and operation of a commercial aircraft hangar building under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The aircraft hangar building constructed on the Premises and the leasehold interest created hereby are to be used for aeronautical-related purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with aircraft ownership. Aircraft stored in the hangar must not exceed a wingspan of 79 feet according to Design Group II as defined in FAA AC150/5300-13 Airport Design\Chapter 1.,Regulatory Requirements and Definition of Terms, nor weigh more than 65,000 pounds gross aircraft weight (dual wheel gear).

The tenant shall submit plans and specifications to the Front Range Airport for the said hangar improvement site for review, comment and acceptance by the airport. The aircraft pavement section shall be of sufficient strength to accommodate the design aircraft of 65,000 pounds gross aircraft weight (dual wheel gear) or as otherwise deemed appropriate by the airport.

The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in

writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease is twenty-five years, commencing 12:01 a.m., October 1, 2002, and ending at midnight on September 30, 2027. So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, and the Landlord has determined that the building is in good repair, the Landlord shall extend the term of this Lease for a five (5) year period effective October 1, 2027. Thereafter, additional five (5) year renewal terms may be offered so long as the requirements of this paragraph have been met. The Tenant may terminate this Lease without penalty at the end of the original or any extended lease term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

4. Rent. The rent for said leasehold space for 2002, the first year of this lease commencing upon execution hereof, shall be Two Thousand Six Hundred Seventy-one and 45/100 Dollars (\$2,671.45), computed at the pro-rated, annual rate of twenty-three cents (\$0.23) per square foot, times the building footprint of one hundred seventy-two (172) feet by two hundred (200) feet plus fifteen (15) feet on all four sides or 46,460 square feet as shown on Exhibit "A". The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per paragraph 10 of this Lease and otherwise, is 156,310 as shown on Exhibit "A". Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

a. Future Rental Periods. Commencing on January 1, 2003, the annual rent shall be \$10,685.80, computed at the annual rate of twenty-three cents (\$0.23) per square foot, with the leasehold space consisting of 46,460 square feet. Commencing January 1, 2007, and every five years thereafter, the annual rental sum shall be adjusted based upon the prevailing land rental rate for the Front Range Airport and shall be calculated using 46,460 square feet as shown on Exhibit "A", footprint of the leasehold space.

5. Assignment of Lease. The Tenant may sublease or sell hangar space for the purpose described in paragraph 2, above, for a term and under such terms and under conditions as the Tenant may determine in its sole discretion, provided: (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably withheld; (2) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of subtenants or purchasers and their aircraft registration numbers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

6. Buildings Constructed on Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

a. All improvements shall be built in strict accordance with design plans and specifications, including floor plans and elevations showing the dimensions, appearance, interior characteristics and color of the finished building. Said plans and specifications shall be filed with and approved by the Landlord before construction commences as outlined in the Checklist for Hangar Construction attached hereto as Exhibit "C." Plans for construction on the Premises shall be presented to Landlord within thirty (30) days of execution of this Lease. Landlord's approval or disapproval of Tenant's plans shall be provided to Tenant within thirty (30) days after submission of those plans to Landlord by Tenant. Any disapproval shall state specifically the reasons for the disapproval. Tenant shall have the right to re-submit plans after any disapproval by Landlord. In the event of any disapproval by Landlord, both Landlord and Tenant shall have the right to terminate this Lease by providing written notice of termination to the other party within sixty (60) days of the date of Landlord's disapproval, in which case neither party shall have any further obligations to the other, provided, however, Tenant shall be entitled to a prorata refund of prepaid annual rent paid to Landlord.

b. Subject to the conditions of this paragraph 6, the Tenant shall construct a hangar building one hundred seventy-two (172) feet by two hundred (200) feet. The building must be located as shown on Exhibit "A" hereto, and such building must be approved by the Adams County Building Department after the approval of the plans by the Landlord. Tenant's contractor and subcontractor shall only use the "Construction Route" as depicted on Exhibit "A" to get materials and equipment to and from the project site, and shall only use the "Staging Area" as depicted on Exhibit "A" for the storage of materials and equipment necessary for this project. Materials shall be kept a minimum of 50 feet from taxiways and aprons. At its sole expense, the Tenant shall repair damage caused by Tenant's contractor and subcontractor during construction, to the "Construction Route". The building may be used only for the purposes set forth in paragraph 2, above, and it shall be warranted by the Tenant against defects in workmanship or materials for a period of two years after completion. The Tenant hereby indemnifies the Landlord against any costs of warranty work. The Tenant's warranty may not be assigned, transferred or delegated to anyone without the Landlord's prior written consent. Tenant shall provide Landlord a legal description of the parcel known as 37600 Cessna Way prior to the issuance of the certificate of occupancy.

c. Tenant shall construct one hundred seventy-two (172) foot by one hundred (100) foot apron as shown on Exhibit A. The aircraft pavement section shall be of sufficient strength to accommodate the design aircraft of 65,000 pounds gross aircraft weight (dual wheel gear) or as otherwise deemed appropriate by the airport. Tenant shall

construct a fifty (50) foot by one hundred fifty (150) foot apron as shown on Exhibit A, capable of holding a 12,500 pound aircraft.

d. Tenant shall construct a vehicle parking area with no less than 30 parking spaces and a one hundred ninety (190) foot by twenty-four (24) foot access road as shown on Exhibit "A". The vehicle parking area and access road shall be constructed with pavement strength to accommodate vehicle circulation and parking including occasional heavy, service trucks. Plans and Specifications for the vehicle parking area and access road, which shall include pavement designs shall be signed and sealed by a registered professional engineer licensed in Colorado. Tenant shall provide Landlord with soils compaction test, design mix and pavement cross-section prior to construction of the vehicle parking area and shall provide a design mix test after the completion of the vehicle parking area.

e. Unless construction of the improvements is commenced within sixty (60) days after approval of the improvement plans by the Landlord, this Lease shall become null and void, unless the Landlord agrees in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to return of all advance rents and other fees paid to the Landlord. The Tenant shall complete construction and obtain a Certificate of Occupancy for the improvements within 180 days after the commencement of construction, however, the Landlord shall allow an additional 120 days for the Tenant to obtain such Certificate if construction improvements have been delayed because of any reason out of its control, including, but not limited to, labor or material shortages, weather, or acts of God. If the Tenant fails to obtain such Certificate within the additional time just described, the Tenant shall pay the Landlord within thirty (30) calendar days of receipt of invoice sufficient money for the Landlord or its designee to obtain the Certificate. All permits and approvals required for construction of the said improvements and/or use of the Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

Tenant understands that Adams County Building Department will not issue a Certificate of Occupancy until all items on the Checklist for Hangar Construction attached hereto as Exhibit "C" and incorporated herein by this reference have been completed to the satisfaction of the Airport.

7. Utilities. Tenant is responsible for bringing utilities from the present point of termination to the perimeter of the Premises. Tenant is responsible for installing and maintaining a septic system for the hangar, if tapping into the existing sewer line is not approved by Landlord. Tenant is responsible for installing a water meter. Tenant is responsible for installing fire hydrants as required by the local fire department. The Tenant must provide all improvements within the perimeter of the Premises including, but not limited to, paving, landscaping, buildings, parking, lighting, septic/sewer, gas, telephone and other facilities or utilities. All utilities shall be underground. After

installation, pavement shall be repaired according to Airport standards or at Landlord's request. Tenant hereby covenants and agrees to pay water and sewer tap fees as stated in the Schedule of Fees attached hereto as Exhibit "D" and pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

8. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises.

9. Occupancy. The Premises shall not be occupied or used for any purpose until a Certificate of Occupancy is issued for any building constructed thereon.

10. Repair and Maintenance.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any dirt and/or mud that is tracked or blown upon the adjacent pavement areas or the construction site or related to the construction.

c. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 27 below shall apply.

d. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

e. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in

the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the clean up, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

f. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved areas of the Premises.

g. Pavement: At its sole expense, the Tenant shall repair and maintain all paved areas of the Premises and their subsurfaces in a safe and structurally sound condition.

11. Use. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose.

12. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee or other liquidator is appointed for the Tenant, the Landlord may cancel this Lease by appropriate legal means.

13. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

14. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

15. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "B" attached hereto and incorporated herein by this

reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

16. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

17. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

18. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in paragraph 17, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

19. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall compensate the Tenant for the value of the remaining original lease term, if the condemnation occurs during that term, and for the value of the remaining then-current lease term extension, if the condemnation occurs during a lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any

improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties. If the Tenant has already given written notice of lease termination as provided in paragraph 3 above, at the time it receives the Landlord's notice of condemnation, the Premises shall be surrendered to the Landlord at the end of the then-current lease term without regard to the provisions of this paragraph.

20. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

21. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Premises, and it shall return the Premises to the Landlord in the same condition as it existed at the inception of this Lease (except for any pavement that may exist on the Premises at the time of termination).

22. Notices. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

Director of Aviation
Front Range Airport
5200 Front Range Parkway

Watkins, Colorado 80137

TENANT

Douglas J. Blake
Colorado Airplane Hangar Co.
4572 East Kentucky Avenue
Denver, Colorado 80246

or to such other addresses as the parties may designate to each other in writing.

23. Governmental Fees. All fees due under applicable law to any city, county or state on account of any inspection made of the Premises shall be paid by the Tenant.

24. Signs. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the hangar containing the hangar number, street address and language similar to a "no parking" sign.

25. Mailboxes. Mailboxes as approved by the United States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

26. Default and Re-Entry. Unless resulting from events described in paragraphs 18 or 19, above, the Tenant's failure to pay rent when due or its violation of any other of its obligations hereunder shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law.

27. Nonwaiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

28. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

29. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and that the Premises is free from contamination by hazardous substances.

30. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

31. Motor Vehicle Parking. Motor vehicles shall be parked only in designated parking areas.

32. Aircraft Parking. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar(s).

33. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

34. Site Plan. The development plan drawings shall conform to and be in compliance with the requirements set forth in Chapter VI, Article B, Step 2 (Concept Plan), and Step 3 (Development Plan Drawings) of the Development Policy and Application Procedure for Aeronautical and Non-aeronautical Land Use at Front Range Airport, as adopted October 20 1999, and amended from time to time

35. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders,

employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Front Range Airport, including the Premises.

36. Completion of Improvements. Tenant agrees to complete the improvements in compliance with all terms of this Lease. Should Tenant fail to complete construction of the building pursuant to the terms of this Lease, Tenant agrees to pay Landlord the sum of monies as shall be necessary for Landlord, or its designee, to satisfactorily complete the improvements. Such monies shall be paid to Landlord within thirty (30) days of receipt of invoice.


37. As-Built Plan. Upon the issuance of a Certificate of Occupancy for the Premises, the Tenant shall provide to the Landlord a plot plan of the Premises and all improvements thereon as they were actually built, including the location of all utilities.

38. Notice of Proposed Construction. Tenant shall file FAA Form 7460-1 with the Federal Aviation Administration at least 30 days prior to the date of proposed construction.

IN WITNESS WHEREOF the parties have executed this Lease this 1st day of October 2002.

LANDLORD
FRONT RANGE AIRPORT AUTHORITY

Attest:

By: 
DENNIS R. HEAP
Clerk

By: 
PERRY MILLER
Chair

BOARD OF COMMISSIONERS
OF ADAMS COUNTY

Approved as to form:



By:  10/23/02
TED STRICKLAND
Chair

Module #1, 37600 Cessna Way

TENANT

COLORADO AIRPLANE HANGAR CO,
LLC

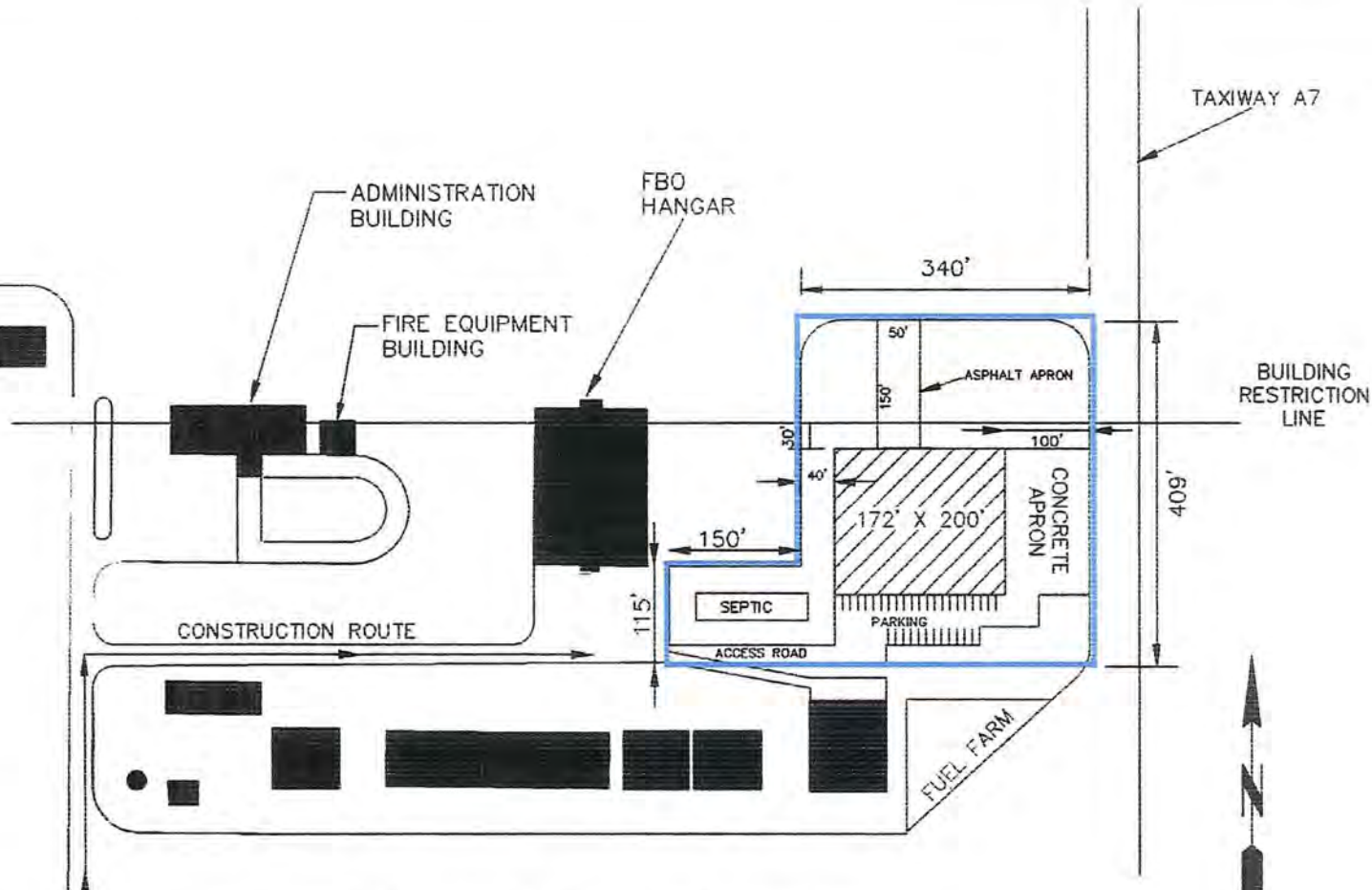
By:

A handwritten signature in cursive script, appearing to read "Douglas J. Blake", is written over a horizontal line.

DOUGLAS J. BLAKE

Member

EXHIBIT "A"
 AIRPLANE HANGAR CO. LLC
 37600 CESSNA WAY



NOTES: CONSTRUCTION STAGING AREA WILL BE ON THE SOUTH SIDE OF THE BUILDING SITE. NO EQUIPMENT, BUILDING MATERIALS, OR DEBRIS WITHIN 50 FEET OF TAXIWAYS OR APRONS.

PREMISE: (SHOWN IN BLUE) CONSISTS OF TWO(2) AREAS, 340' X 409', AND 150' X 115', FOR A TOTAL OF 156,310 SQUARE FEET.

ACCESS ROAD: 190' x 24'


 FRONT RANGE AIRPORT WATKINS, COLORADO	DATE 0-7-2012	DESCRIPTION
	REVISION	BY

EXHIBIT "B"

INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit.

Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Front Range Airport Authority and Adams County as Additional Insured

II. Comprehensive Automobile Liability

In the amount of not less than \$500,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include the Front Range Airport Authority as an "additional insured". The name of the bid or project must appear on the certificate of insurance.

1. Underwriters shall have no right of recovery or subrogation against the Front Range Airport Authority; 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 covered by the described insurance.
2. The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority as an additional named insured shall not apply to Front Range Airport Authority.
3. The insurance companies issuing the policy or policies shall have no recourse against Front Range Airport Authority for payment of any premiums due or for any assessments under any form or any policy.

4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

EXHIBIT C

Page 1 of 2

CHECKLIST FOR HANGAR CONSTRUCTION

Module/Site _____
Street Address _____
Developer _____
Hangar Dimensions _____

Hangar Purpose
Date Lease Signed

Pre-Submittal Meeting

_____ Meeting to discuss proposed development idea with Airport Staff.
_____ Obtain Land Development Application.

Concept Plan

_____ Scheduled Meeting with Planning Staff.
_____ Submit completed Land Development Application and pay Concept Fee \$100.00

Submit Concept Plan to include following:

Written narrative describing the proposed development to include:

- Proposed Use – Commercial or Non-Commercial
- Number of structures, gross and net density
- Type of structures(s), approximate size(s) of units(s), and approximate maximum height of building(s) in feet
- Comprehensive timetable of construction

Plan drawing (Exhibit A) to include:

- Title or name of the development above the term "Hangar Plan"
- Vicinity map, scale, north arrow and date of preparation
- Location and legal description of lot
- Total area of open space
- Location and proposed use(s) of building areas to include ranges of dimensions and square footage
- Location and dimensions of required building and landscaping setbacks
- Parking area(s), verifiable based upon building, square footage
- Designation and classification of any right of way, turning or acceleration and/or deceleration lanes, areas to be vacated, access points, etc. that are required
- Topographic map depicting existing and proposed contours
- Utilities drawing depicting existing and proposed locations
- Internal site circulation and designation of public and private streets
- Proposed timetable for development plan

_____ Letters from water and sewer providers and fire district.

Development Plan

_____ Submit four (4) copies of Development Plan to include following:

- Letter of Intent
- Traffic Impact Study
- Phase III Drainage Report

EXHIBIT C

Page 2 of 2

- Folded Plan Maps (2 copies folded so as to fit into a 9" x 12" envelope) of Development Plan to include:
 - Cover
 - Site Plan
 - Landscape Plan (includes exterior lighting, signage, building finishes)
 - Grading, and Erosion Control Plan
 - Signage Plan
 - Elevations and Lot Corners

- _____ Construction Drawings (2 copies)
- _____ Pay Development Plan Application Fee \$500.00
- _____ Current Statement of Financial Condition of Applicant "CONFIDENTIAL"
- _____ Declared General Contractor and List of sub-contractors to include:
 - Name & Title
 - Mailing Address
 - Telephone & fax numbers
 - Copy Adams County Contractors License
- _____ Review and sign four copies of Unimproved Land Lease
- _____ Approval of Unimproved Land Lease by Authority at Public Hearing
- _____ Completed FAA Form 7460-1, "Notice of Proposed Construction or Alteration"

Post-Approval Requirements

Following approval of the Development Plan and prior to application to Adams County for any building, permit, the applicant shall deliver to the Airport:

- _____ One set of final construction drawings, signed by a registered architect or professional engineer
- _____ Certificates of Insurance for contractor and sub-contractors.
- Construction**
- _____ Obtain Airport Letter of Approval for Building Permit
- _____ Obtain Building Permit from Adams County
- _____ Schedule Pre-Construction Meeting with Airport Staff to review Airport safety requirements, operational restrictions, and coordination procedures
- Airport sign-off:**
- _____ Building Layout
- _____ Elevations (before foundation is poured)
- _____ Rough Grade Inspection
- _____ Pay Water & Sewer Tap Fee \$10,000.00 + \$166.66 each fixture
- _____ Water Meter Installed
- _____ Fire Hydrant Installed
- _____ Airport Representative inspection of water & sewer lines and tap
- _____ Storm Water Inspection
- _____ Final Grade Inspection
- _____ Apron & Taxilane design and asphalt mix
- _____ Airport representative present during paving of aprons and taxiways
- _____ Scheduled walk-through and final approval by Airport
- _____ Provide Airport with a copy of Certificate of Occupancy
- _____ Within thirty (30) days of issuance of Certificate of Occupancy provide Airport a plot plan of the Premises and all improvements as they were actually built, including the location of all utilities.

EXHIBIT "D"

Schedule of fees

October 1, 2002	Concept Plan Application Fee	\$ 100.00
October 1, 2002	Development Plan Application Fee	\$ 500.00
October 1, 2002	Prorated Annual Rent	\$ 2,671.45
Prior to C. O.	Water Tap Fee	\$ 5,000.00
		+\$83.33/fixture
Prior to C.O.	Sewer Tap Fee (unless septic)	\$ 5,000.00
		+\$83.33/fixture
January 1, 2003	Annual Rent	\$ 10,685.80
January 1, 2004	Annual Rent	\$ 10,685.80
January 1, 2005	Annual Rent	\$ 10,685.80
January 1, 2006	Annual Rent	\$ 10,685.80
January 1, 2007	Annual Rent	Adjusted

AGREEMENT OF PURCHASE AND SALE

This **AGREEMENT OF PURCHASE AND SALE** (this "**Agreement**") is made and entered into this 26th day of August 2016 (the "**Effective Date**"), by and between 37600 CESSNA WAY, LLC, a Colorado limited liability company ("**Seller**"), and RICHARD W. NORLOFF ("**Purchaser**").

ARTICLE I

SALE AND PURCHASE OF THE PROPERTY

1.01 Agreement to Sell and Convey. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, Seller's interest in that certain real property more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "**Property**"), which is located at 37600 Cessna Way, Watkins, Colorado 80137.

1.02 Purchase Price. The purchase price (the "**Purchase Price**") to be paid by Purchaser for the Property shall be Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00). The Purchase Price shall be paid by delivery of immediately available federal funds to the Land Title Guarantee Company (the "**Title Company**") at Closing.

1.03 Earnest Money Deposit. For the purpose of securing the performance of Purchaser under this Agreement, Purchaser will deliver to the Title Company within three business days following the date hereof, an earnest money deposit in the amount of \$10,000 (the "**Escrow Deposit**"). The Escrow Deposit shall be held and disbursed by the Title Company in accordance with the terms of this Agreement. At the Closing, the Escrow Deposit shall be applied to the Purchase Price. If the Escrow Deposit is not delivered to the Title Company within three (3) days after the mutual execution of this Agreement, Seller shall have the right to terminate this Agreement by written notice delivered to Purchaser and upon any such termination this Agreement shall be of no further force or effect. The Escrow Deposit shall be non-refundable to Purchaser unless Purchaser terminates this Agreement in accordance with any right to terminate expressly granted to Purchaser by the terms of this Agreement.

1.04 Inspection/Financing Period.

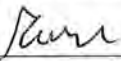
(a) Purchaser shall have until the date that is twenty-one days (21) days after Purchaser's receipt of the initial Title Commitment pursuant to Section 2.01 (the "**Inspection Period**") within which to make all inspections and investigations desired by Purchaser with respect to the Property and to obtain any financing desired by Purchaser for the purchase of the Property. If, within the Inspection Period, Purchaser determines that it does not desire to purchase the Property for any reason, Purchaser shall have the right to terminate this Agreement by written notice delivered to Seller and the Title Company prior to 5:00 p.m. Denver, Colorado time on the final day of the Inspection Period and upon any such termination, the Escrow Deposit shall be immediately returned to Purchaser and this Agreement shall be of no further force and effect, except for the obligations that expressly survive the termination of this Agreement. If Purchaser fails to deliver written notice of the termination of this Agreement to Seller and Title Company prior to 5:00 p.m. Denver, Colorado time on the final day of the Inspection Period, then Purchaser shall have no further right to terminate this Agreement pursuant to this Section 1.04. If this Agreement terminates for any reason, Purchaser shall promptly return and/or deliver to Seller all Property Information (hereinafter defined) and copies thereof. Additionally, if this Agreement terminates for any reason, then Purchaser must deliver to Seller copies of all third party reports, investigations and studies, other than economic analyses (collectively, the "**Reports**") prepared

for Purchaser in connection with its due diligence review of the Property. Purchaser's obligation to deliver the Property Information and the Reports to Seller shall survive the termination of this Agreement.

(b) Purchaser and its agents and representatives shall be entitled to enter upon the Property for customary non-intrusive and non-invasive inspections, testing and examinations prior to the Closing upon reasonable prior notice to Seller. Prior to entry upon the Property to conduct other than solely visual inspections, Purchaser shall obtain and deliver to Seller a certificate of insurance naming Seller as an additional insured, evidencing liability insurance coverage with combined single limits of not less than \$1,000,000 from an acceptable underwriter. Purchaser agrees to indemnify Seller and to hold harmless and defend Seller from and against any and all claims, demands, causes of action, damages, liabilities, costs and expenses including, without limitation, attorney fees and court costs, which are asserted against, suffered or incurred by Seller as a result of any inspection, testing or examination of the Property by Purchaser. Purchaser further agrees that it shall be solely responsible for any and all costs associated with the inspections described in this Section 1.04 and agrees to immediately discharge any liens that are filed against the Property as a result of such inspections. Immediately following each such inspection, Purchaser shall restore the Property to the same condition as existed prior to such inspections. Other than the obligation to maintain liability insurance coverage, the obligations of Purchaser under this Section 1.04(b) shall survive the Closing and any termination of this Agreement.

(c) SELLER (OR SELLER'S PREDECESSOR-IN-INTEREST) ACQUIRED THE PROPERTY THROUGH FORECLOSURE AND CONSEQUENTLY SELLER HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (H) COMPLIANCE WITH ANY ENVIRONMENTAL LAWS (HEREINAFTER DEFINED) OR PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (HEREINAFTER DEFINED), (I) THE PROPERTY INFORMATION (HEREINAFTER DEFINED), OR (J) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY PURCHASER'S EXECUTION HEREOF, PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER, EXCEPT AS EXPRESSLY

PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS, EXPENSES AND CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW. EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW. PURCHASER HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF PURCHASER'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE OR MANAGEMENT OF THE PROPERTY. THE PROVISIONS OF THIS SECTION 1.04(c) SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 1.04(c) ARE AN IMPORTANT BASIS OF THE BARGAIN INDUCING SELLER TO CONVEY THE PROPERTY.


Purchaser, initials

For the purposes of this Agreement, "Environmental Law" means any current legal requirement in effect at the Closing Date pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, protection or use of natural resources and wildlife, (c) the protection or use of source water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any release to air, land, surface water, and groundwater); and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 USC §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 USC §§2601 *et seq.*, Hazardous Materials Transportation Act,

49 USC App. §§1801, Occupational Safety and Health Act of 1970, as amended, 29 USC §§651 *et seq.*, Oil Pollution Act of 1990, 33 USC §§2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 USC App. §§11001 *et seq.*, National Environmental Policy Act of 1969, 42 USC §§4321 *et seq.*, Safe Drinking Water Act of 1974, as amended by 42 USC §§300(f) *et seq.*, and any similar, implementing or successor law, any amendment, rule, regulation, order or directive, issued thereunder.

For the purposes of this Agreement, "**Hazardous Material**" means any hazardous or toxic substance as defined in or regulated by any Environmental Law in effect at the pertinent date or dates.

(d) Purchaser hereby acknowledges and agrees that Seller has heretofore delivered or may deliver to Purchaser information about the Property in its possession (collectively, the "**Property Information**"). If this Agreement terminates for any reason, Purchaser shall promptly return and/or deliver to Seller all Property Information and copies thereof.

ARTICLE II

TITLE COMMITMENT; PERMITTED EXCEPTIONS

2.01 Preliminary Title Report. Within five (5) days after the Effective Date, Seller shall cause the Title Company to issue and deliver to Purchaser a title commitment issued by the Title Company, accompanied by copies of all recorded documents affecting the Property listed on such title commitment (collectively the "**Title Commitment**"). Purchaser shall deliver written notice to Seller and the Title Company on or before the expiration of the Inspection Period (such notice being called the "**Objection Notice**") if the condition of title to the Property as set forth in the Title Commitment is not satisfactory. In the event Purchaser states in the Objection Notice that the condition of title to the Property is not satisfactory, Seller may (but shall not be obligated), at Seller's sole cost and expense, undertake to eliminate or modify all unacceptable matters described in the Objection Notice to the reasonable satisfaction of Purchaser. In the event Seller has not satisfied such objections within five (5) business days after its receipt of the Objection Notice (such period being called the "**Cure Period**"), Purchaser may, at its option and as its sole remedy, either (a) accept title to the Property subject to the objections raised by Purchaser, without an adjustment in the Purchase Price, in which event such objections shall be deemed to be waived for all purposes, or (b) terminate this Agreement by written notice delivered to the Title Company and Seller prior to 5:00 p.m. Denver, Colorado time on the date which is one (1) business day after the expiration of the Cure Period, in which event the Escrow Deposit shall be promptly returned to Purchaser by the Title Company and this Agreement shall be of no further force or effect. If Seller has not responded to Purchaser's objections by the end of the Cure Period, Seller shall be deemed to have given notice that it does not intend to cure any of Purchaser's objections. If Purchaser shall fail to deliver the Objection Notice within seven (7) days after receipt of the Title Commitment, Purchaser shall be conclusively deemed to have approved the condition of the title to the Property as set forth in the Title Commitment and any and all matters that would be shown by a visual inspection and/or accurate survey of the Property, and all matters set forth therein shall be included within the Permitted Exceptions (as hereinafter defined).

2.02 Permitted Exceptions. The Property shall be conveyed to Purchaser subject to any and all matters of record, the easements, exceptions, restrictions and other encumbrances described in the Title Commitment, including but not limited to that certain Unimproved Land Lease dated October 1, 2002 and recorded in the records of the office of the Clerk & Recorder for Adams County, State of Colorado (the "**Records**"), on January 17, 2003, at Reception No. C108272 and re-recorded on March 30, 2004 at Reception No. 2004400330000161990 for the lease of the Property, as assigned by Colorado Airplane Hangar Co., LLC to Jayeco Hangars, LLC, as tenant, pursuant to that certain Consent to Assignment and Assignment dated July 28, 2004, and recorded in the Records on July 28, 2004, at Reception No.

200407280000677830 and further assigned to Seller pursuant to that certain Assignment of Lease dated March 21, 2013, and recorded in the Records on May 22, 2013 at Reception No. 2013000043507 (collectively, the "Lease"), all and any and all matters that would be shown by a visual inspection and/or accurate survey of the Property that remain upon the expiration of the Cure Period. Such matters of record, easements, exceptions, restrictions, encumbrances, the Lease, leases and other matters are collectively called the "Permitted Exceptions."

ARTICLE III

CLOSING

3.01 Closing Date. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at a location designated by Seller at a time mutually agreeable to Seller and Purchaser, but in no event later than one week following the expiration of the Inspection Deadline or the Cure Period, whichever is later (such date of Closing, the "Closing Date"). The Closing is conditioned on the Seller obtaining the Airport Consent and if Seller is not able to obtain the Airport Consent on or before the Closing this Agreement shall terminate, the Security Deposit shall be returned to Purchaser and the parties shall thereafter no longer have any obligations under this Agreement, except for those obligations that expressly survive the termination of this Agreement.

3.02 Seller's Obligations at Closing. At the Closing, Seller shall do the following:

(a) Execute, acknowledge, and deliver to the Title Company a Bargain and Sale Deed (the "Deed") in the form attached hereto as Exhibit "B" and made a part hereof for all purposes, conveying Seller's interest in the Property to Purchaser, subject to the Permitted Exceptions.

(b) Deliver to the Title Company a written Consent executed by the Front Range Airport (the "Airport"), approving the transaction contemplated herein (the "Airport Consent").

(c) Execute and deliver to the Title Company a certification of non-foreign status of Seller pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.

(d) Execute and deliver the closing statement.

(e) Deliver such organizational and authority documents of Seller as the Title Company may reasonably require in connection with the Closing.

(f) Cause to be furnished and delivered to Purchaser, at the cost of Seller, an owner policy of title insurance (excluding any endorsements or any extended coverage) issued by the Title Company or a commitment from the Title Company to deliver same (the "Policy") insuring title in the Property in Purchaser in a face amount equal to the Purchase Price, and containing no exceptions other than the Permitted Exceptions.

3.03 Purchaser's Obligations at Closing. Contemporaneously with the performance by Seller of its obligations set forth in Section 3.02 above, Purchaser shall do the following at the Closing:

(a) Pay to Seller (or cause the Title Company to pay to Seller) the Purchase Price as provided in Section 1.02 above.

(b) Execute and deliver the As-Is Certificate, in the form attached hereto as Exhibit "C" and made a part hereof for all purposes.

(c) Deliver such organizational and authority documents of Purchaser as the Title Company may reasonably require in connection with the Closing.

(d) Execute and deliver such other documents as the Title Company may reasonably require in connection with the Closing including, without limitation, a closing statement.

3.04 Closing Costs. Seller shall pay the basic premium payable for the Policy (excluding the cost of any endorsements or extended coverage thereto) and all recording fees and transfer taxes. Purchaser shall pay all transfer fees and related fees under the Lease and the cost of any endorsements or extended coverages to the Policy. The escrow fees of the Title Company shall be shared equally by Seller and Purchaser. Except as provided in Section 7.11 below, Seller and Purchaser shall each pay their own legal fees in connection with this Agreement.

3.05 Prorations. The following items shall be prorated between Seller and Purchaser (with Purchaser deemed to be holding title as of the Closing Date):

(a) All ad valorem, other real estate taxes and personal property taxes with respect to the Property (collectively, the "**Taxes**") shall be prorated as of 12:01 a.m. on the Closing Date. All Taxes for the Property for the period prior to the Closing Date shall be the responsibility of Seller, and all Taxes for the Property for the period after the Closing Date shall be the responsibility of the Purchaser. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of the Taxes shall be made upon the basis of the tax rate for the immediately preceding tax year applied to the latest assessed valuation of the Property. The ad valorem and other real estate tax prorations and assessments shall be final as of the Closing Date.

(b) All other income and operating expenses of the Property shall be prorated as of 12:01 a.m. on the Closing Date based upon the best available information. All items of income and expense for the period prior to the Closing Date will be for the account of Seller, and all items of income and expense for the period from and after the Closing Date will be for the account of Purchaser, all as determined by the accrual method of accounting. Seller and Purchaser hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated within thirty (30) days after the Closing Date, or as soon as sufficient information is available to permit the parties to accurately calculate such proration(s), and either party owing the other party a sum of money based on such subsequent proration(s) shall pay said sum to the other party within ten (10) days after such calculation is made.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES AND COVENANTS

4.01 Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser, both as of the Effective Date and as of the Closing Date, as follows:

(a) Subject to approval of this transaction by the Airport and Adams County, Colorado, Seller has all requisite power and authority, and has taken all actions required by its organizational documents to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Seller pursuant hereto have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

(b) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.

(c) Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, or (v) admitted in writing its inability to pay its debts as they come due.

Notwithstanding any provision of this Agreement to the contrary, Seller shall not have any liability with respect to any of the foregoing representations and warranties (or the covenants of Seller set forth in this Agreement) if, prior to the Closing, Purchaser receives actual notice of information (from whatever source, including, without limitation, as a result of Purchaser's due diligence tests, investigations and inspections of the Property, or written notice by Seller or its agents or employees) that contradicts any of the foregoing representations and warranties, or renders any of the foregoing representations and warranties untrue or incorrect, and Purchaser with said knowledge nevertheless consummates the transaction contemplated by this Agreement. In no event shall Seller be liable to Purchaser under this Agreement at law or in equity for indirect, special, consequential (including lost profits) or punitive damages arising out of or in connection with this Agreement.

4.02 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, both as of the Effective Date and as of the Closing Date, as follows:

(a) Purchaser has all requisite power and authority, and has taken all actions required by its organizational documents to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Purchaser pursuant hereto have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof.

(b) Purchaser has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Purchaser's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(c) Purchaser acknowledges and agrees that the Property is subject to the terms and conditions of the Lease and that the Lease, including any amendments thereto, shall be superior to all right, title and interest of Purchaser in and to the Property and Purchaser's rights in and to the Property shall be subject to and subordinate to the terms, covenants, conditions and provisions of the Lease, as such document may be amended from time to time.

ARTICLE V

CASUALTY AND CONDEMNATION

5.01 Casualty. Seller shall deliver written notice to Purchaser of any damage to the Property by fire or other casualty which occurs prior to the Closing. If prior to the Closing, any fire or casualty damage to the Property occurs which would cost more than 25% of the Purchase Price, Purchaser shall have the right to terminate this Agreement by written notice delivered to Seller within ten (10) days after Purchaser receives written notice of such damage and immediately upon such termination, the Escrow

Deposit shall be delivered to Purchaser. If Purchaser does not elect to terminate this Agreement or in the event of fire or casualty damage which would cost less than 25% of the Purchase Price to repair, then the Closing shall take place as provided in this Agreement without any offset against, or deduction from, the Purchase Price and Seller shall assign to Purchaser at the Closing all of Seller's rights to receive insurance proceeds as a result of such damage and Seller shall pay to Purchaser the amount of the deductible, if any, payable under Seller's policy of fire and casualty insurance.

5.02 Condemnation. Seller shall deliver to Purchaser written notice of any pending, proposed or threatened taking or condemnation of all or any material portion of the Property of which Seller receives notice prior to the Closing. If prior to the Closing, any taking or condemnation of all or any material portion of the Property is proposed or threatened, or if Seller or Purchaser receive notice that any such taking or condemnation is pending, then in such event, Purchaser shall have the right to terminate this Agreement by written notice delivered to Seller within ten (10) days after Purchaser receives notice of such pending, proposed or threatened taking or condemnation and upon such termination, the Escrow Deposit shall be refunded to Purchaser. If Purchaser does not elect to terminate this Agreement, then the Closing shall take place as provided in this Agreement without any offset against, or deduction from, the Purchase Price and there shall be assigned to Purchaser at the Closing all right, title and interest of Seller in and to all condemnation proceeds which may be paid or payable with respect to the Property. For the purposes of this Section 5.02, "material portion of the Property" shall mean a taking which would cost greater than 25% of the Purchase Price to repair.

ARTICLE VI

PROVISIONS WITH RESPECT TO DEFAULT

6.01 Default by Seller. In the event Seller fails to consummate the Closing for any reason, except for a default by Purchaser, Purchaser may, at its election and as its sole and exclusive remedy, either (a) terminate this Agreement and receive a refund of the Escrow Deposit from the Title Company, or (b) bring an action to enforce specific performance of this Agreement against Seller, provided that such action is commenced within sixty (60) days after the Closing Date and Purchaser deposits with the Title Company, on or before the scheduled Closing Date, the Purchase Price and all closing documents required under this Agreement from or to be executed by Purchaser. Notwithstanding anything herein to the contrary, Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before ten (10) business days following the scheduled Closing Date or, having given such notice, fails to file a lawsuit asserting such claim or cause of action in the county in which the Property is located within sixty (60) days following the scheduled Closing Date. Except as otherwise specifically provided in and limited by Section 6.01 of this Agreement, Purchaser specifically waives all other rights and remedies, including, without limitation, the right to actual, punitive, speculative, consequential or other damages and the right to file any lien, notice, petition, memorandum, lis pendens or other instrument in the real estate records of the appropriate county or otherwise

6.02 Default by Purchaser. In the event Purchaser fails to perform any of its obligations hereunder or fails to purchase the Property for any reason, except for a default by Seller as provided in Section 6.01 above, Seller may, at its election and as its sole and exclusive remedy, terminate this Agreement and receive the Escrow Deposit from the Title Company as liquidated damages. The parties have agreed that Seller's actual damages, in the event of Purchaser's failure to close in breach hereof, would be extremely difficult or impracticable to determine. Therefore, the parties acknowledge that the Escrow Deposit has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages. The provisions of this Section 6.02 shall not limit or affect any of Purchaser's indemnities as provided in other Sections of this Agreement.

ARTICLE VII

MISCELLANEOUS

7.01 Brokerage Fees and Commissions. Seller and Purchaser each represent and warrant to the other that it has not negotiated or dealt with any real estate broker, salesperson or agent in connection with the making of this Agreement or the transaction contemplated hereby, or incurred any liability for the payment of any brokerage fee, commission or compensation to any such broker, salesperson or agent. Seller and Purchaser agree to save and hold each other, and their respective shareholders, directors, officers, employees, agents, successors and assigns, free, clear and harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any breach of the agreements and representations and warranties made by each respective party in this Section 7.01 and any claim for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein.

7.02 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either (a) on the date personally delivered to the address indicated herein, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (b) five (5) days following deposit in the United States mail if by certified or registered mail, return receipt requested, addressed to the intended recipient at the address indicated herein; (c) upon confirmed transmission, if delivered by facsimile, addressed to the intended recipient at the fax number noted herein; or (d) one (1) business day following the day deposited into the custody of a nationally recognized overnight delivery service such as Fed Ex for overnight next day delivery, addressed to such party at the address specified herein.

If to Seller: 37600 Cessna Way, LLC
 c/o Citywide Banks
 Attn: Theresa M. NeSmith
 12075 East 45th Ave, Ste. 100
 Denver, CO 80239
 Nesmith@citywidebanks.com

with copy to: Bo Anderson, Esq.
 Bieging Shapiro Barber LLP
 4582 S. Ulster Street Pkwy Suite 1650
 Denver, CO 80237
 banderson@bsblawyers.com

If to Purchaser: Richard W. Norloff
 12342 Meadowlark Lane
 Broomfield, CO 80021
 Phone: 303-882-6940
 Email: RNORLOFF@YAHOO.COM

with copy to (if any): _____

Phone: _____

Email: _____

Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

7.03 Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7.04 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.05 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

7.06 Time of Essence. Time is of the essence of this Agreement and of each covenant and agreement that is to be performed at a particular time or within a particular period of time. However, if the final date of any period which is set out in any provision of this Agreement or the Closing Date falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Colorado, then the time of such period or the Closing Date, as the case may be, shall be extended to the next date which is not a Saturday, Sunday or legal holiday.

7.07 Counterparts; Signatures. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Signatures to this Agreement may be transmitted via facsimile or scanned and e-mailed, and delivery thereby shall be deemed sufficient for all purposes to the same extent as would be delivery of an original signature.

7.08 Assignment. Purchaser shall not have the right to assign this Agreement without the prior written consent of Seller. Seller shall have the right to freely assign this Agreement from time to time.

7.09 Prohibition on Recording Agreements. Purchaser agrees that neither this Agreement, a copy of this Agreement, nor any instrument describing or referring to this Agreement shall ever be filed of record in Adams County, Colorado and in the event Purchaser records this Agreement, a copy of this Agreement or any instrument describing or referring to this Agreement, Seller, at Seller's option, may terminate this Agreement and receive immediate payment of the Escrow Deposit.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its choice of law principles.

7.11 Attorneys' Fees. Should either party hereto institute any action or proceeding in court to enforce this Agreement, the prevailing party in any such action or proceeding shall be entitled to receive from the non-prevailing party all reasonable attorneys' fees and court costs in connection with such action or proceeding.

7.12 Reporting Person. The Title Company is hereby designated as the "Reporting Person" pursuant to Section 6045 of the Internal Revenue Code and the Regulations promulgated thereunder.

7.13 Construction. The parties acknowledge and agree that the parties and their counsel have reviewed this Agreement and this Agreement will not be presumptively interpreted against either party.

7.14 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

7.15 Gender; Number. Unless the context requires otherwise, all pronouns used in this Agreement will be construed to include the other genders, whether used in the masculine, feminine or neuter gender. Words in the singular number will be construed to include the plural, and words in the plural will be construed to include the singular.

7.16 Confidentiality. The parties shall keep confidential the existence and the terms of this Agreement, except as to their employees, consultants, attorneys, accountants, and other agents that may be involved in conducting the due diligence related to the transactions contemplated by this Agreement.

7.17 Watch List. In the event that Purchaser, any assignee of Purchaser, Purchaser's lender, or the source of any of Purchaser's equity for the consummation of this Agreement appears on the Specially Designated Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury prior to Closing, Seller may, by written notice given to Purchaser at or before the Closing, terminate this Agreement. If Seller elects to terminate this Agreement, pursuant to this Section 7.17, the Escrow Deposit shall be promptly paid to Seller by the Title Company and neither party shall have any further rights or obligations hereunder, except for the obligations that expressly survive the termination of this Agreement, all of which shall survive the Closing or, if the purchase and sale contemplated hereunder is not consummated, any termination of this Agreement.

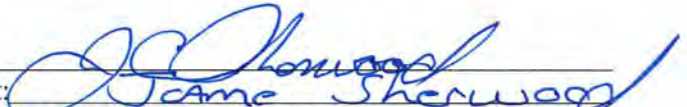
7.18 1031 Exchange. Seller acknowledges that Purchaser may elect to complete the purchase of the Property as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. Seller agrees that if Purchaser wishes to make such election, he must do so no less than five (5) business days prior to the Closing Date. If Purchaser so elects, Seller shall cooperate with Purchaser; it being understood, however, that Seller shall not be required to take title to any other property as part of the Section 1031 exchange and the consummation of such exchange shall not result in any extension of the Closing Date (unless otherwise provided herein). Purchaser shall in all events be responsible for all costs and expenses related to the Section 1031 exchange and shall indemnify, defend and hold harmless Seller from and against any and all liability, claims, damages and expenses actually incurred by Seller and arising out of such Section 1031 exchange.


[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

37600 CESSNA WAY, LLC,
a Colorado limited liability company

By: 
Print: James Sherwood
Its: Co-Manager

By: 
Print: Sandra R Greene
Its: Co-Manager

PURCHASER:


RICHARD W. NORLOFF

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD, BEING A CONTROL POINT FOR THE FRONT RANGE AIRPORT RUNWAY, MARKED "ADAMS COUNTY RAY 100+00 400.00 RT ELEV. 5485.95 1996 COLORADO CONTROL POINT", (WHENCE AN IRON ROD BEING ANOTHER CONTROL POINT FOR SAID RUNWAY WITH 3 ½ ALUMINUM CAP MARKED "ADAMS COUNTY COLORADO CONTROL POINT 20+00 400.00 RT ELEV. 5450.16 1996" BEARS SOUTH 89 DEG. 49 MIN. 50 SEC. WEST 8000.17 FEET (THE BASIS OF BEARINGS);

THENCE SOUTH 89 DEC. 49 MIN. 50 SEC. WEST 2650.00 FEET;
THENCE AT AN ANGLE TO THE RIGHT OF 90 DEC. 00 MIN. 00 SEC. AND SOUTH 00 DEC. 10 MIN. 10 SEC. EAST 630.00 FEET;
THENCE AT AN ANGLE OF 90 DEC. 00 MIN. 00 SEC. TO THE RIGHT AND SOUTH 89 DEC. 49 MIN. 50 SEC. WEST 125.00 FEET TO THE NORTHEAST CORNER AND POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE SOUTH 00 DEC. 10 MIN. 10 SEC. EAST 172.00 FEET;
THENCE SOUTH 89 DEC. 49 MIN. 50 SEC. WEST 200.00 FEET;
THENCE NORTH 00 DEC. 10 MIN. 10 SEC. WEST 172.00 FEET;
THENCE NORTH 89 DEC. 49 MIN. 50 SEC. EAST 200.00 FEET TO THE POINT OF BEGINNING.

COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

FORM OF BARGAIN AND SALE DEED

BARGAIN AND SALE DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **37600 Cessna Way, LLC**, a Colorado limited liability company, whose address is 12075 E. 45th Avenue, Denver, Colorado 80239 ("Grantor"), hereby bargains, sells and conveys to **Richard W. Norloff** ("Grantee"), that certain real property, and improvements located thereon, located in County of Adams, State of Colorado, described as follows:

[INSERT LEGAL DESCRIPTION

Commonly known by street address as: _____.

with all its appurtenances.

EXECUTED to be effective as of the ____ day of _____ 2016.

37600 CESSNA WAY, LLC,
a Colorado limited liability company

By: _____
_____, Manager

By: _____
_____, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 2016, by _____, Manager of 37600 CESSNA WAY, LLC, a Colorado limited liability company.

Witness my hand and official seal.

[seal]

Notary Public

My commission expires: _____

STATE OF COLORADO)
) ss.

COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 2016, by _____, Manager of 37600 CESSNA WAY, LLC, a Colorado limited liability company.

Witness my hand and official seal.

[seal]

Notary Public

My commission expires: _____

EXHIBIT C

FORM OF AS-IS CERTIFICATE

This As-Is Certificate (this "Certificate") dated this ____ day of _____, 2016, is executed and delivered by Richard W. Norloff ("Purchaser"), unto 37600 Cessna Way, LLC, a Colorado limited liability company ("Seller").

RECITALS

A. Reference is hereby made to that certain Agreement of Purchase and Sale (as amended, modified and/or assigned, the "Agreement") dated effective as of _____, 2016, made and entered into by and between Seller, as seller, and Richard W. Norloff, as purchaser, in connection with among other things, the Property described on Exhibit "1" attached hereto and made a part hereof for all purposes. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Agreement.

B. Pursuant to Section 3.03(b) of the Agreement, Purchaser agreed to execute and deliver this Certificate to Seller.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser hereby certifies, reaffirms and confirms unto Seller the terms, provisions and agreements set forth in Section 1.04(c) of the Agreement.

IN WITNESS WHEREOF, Purchaser has executed and delivered this Certificate as of the date first set forth above.

PURCHASER:

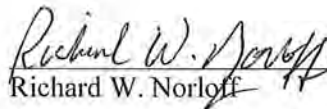

Richard W. Norloff

EXHIBIT 1 TO "AS IS" CERTIFICATE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: Oct 4, 2016
SUBJECT: Resolution Approving CJCC Name Change
FROM: Debbie Allen
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON: Sept. 6, 2016 during AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a resolution changing the title of the Criminal Justice Coordinating Committee (CJCC) in Adams County.

BACKGROUND:

The Adams County Criminal Justice Coordinating Committee (CJCC) has evolved from a "Committee", which is a group of people appointed for a specific purpose and limited by the accomplishment of the limited purpose, to the work of a "Council", which is an advisory body of appointed people formally constituted and meeting regularly to address on-going goals and objectives identified by the Council and accomplished by assignment to committees.

In recognition of the frequency and depth of the work conducted by the CJCC and its subcommittees, the CJCC members voted to recommend to the BoCC to change the name of the advisory body from "Committee" to "Council" to reflect the anticipated longevity, continuity, commitment and credibility of the advisory body.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION CHANGING THE TITLE OF THE CRIMINAL JUSTICE
COORDINATING COMMITTEE (CJCC) IN ADAMS COUNTY**

Resolution 2015-

WHEREAS, on October 31, 2011, the Adams County Board of County Commissioners (BoCC) through a Resolution established the formation of a Criminal Justice Coordinating Committee (CJCC) based upon the various recommendations from the National Institute of Corrections (NIC); and,

WHEREAS, on August 19, 2014, the BoCC reaffirmed through a Resolution its continued support of the CJCC, as well as its goals, mission and operational functions to improve the overall justice system in Adams County; and,

WHEREAS, in keeping with the intention of the 2014 Resolution, the CJCC has focused on systemic changes in the County's entire justice system through a shared commitment and collaboration amongst agencies while evaluating and promoting continuous improvements within the justice system and strengthening communication amongst justice agencies to eliminate redundant services and maximize available resources; and,

WHEREAS, the CJCC has evolved from a "Committee", which is a group of people appointed for a specific purpose and limited by the accomplishment of the limited purpose, to the work of a "Council", which is an advisory body of appointed people formally constituted and meeting regularly to address on-going goals and objectives identified by the Council and accomplished by assignment to committees; and,

WHEREAS, in recognition of the frequency and depth of the work conducted by the CJCC and its subcommittees, the CJCC members voted to recommend to the BoCC to change the name of the advisory body from "Committee" to "Council" to reflect the anticipated longevity, continuity, commitment and credibility of the advisory body.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners authorizes the name change to the Adams County Criminal Justice Coordinating Council.



PUBLIC HEARING AGENDA ITEM

DATE:	October 4, 2016
SUBJECT:	Site-Specific Memorandum of Understanding with Andarko Petroleum
FROM:	Norman Wright, Director of Community & Economic Development Christopher Simmons, Oil & Gas Liaison
AGENCY/DEPARTMENT:	Community & Economic Development Department
RECOMMENDED ACTION:	That the Board of County Commissioners approves a Site-Specific Memorandum of Understanding with Anadarko Petroleum Corporation

BACKGROUND:

Pursuant to Section 4-10-02-04-06 of the Adams County Development Standards and Regulations, the County may elect to enter into a Memorandum of Understanding with an oil and gas operator in lieu of the requirement for a Special Use Permit. The applicant, Anadarko Petroleum Corporation, is requesting to enter into an MOU with the County that would apply to two locations: the Lewton and Buchholz well pads. The MOU documents signed by the applicant (see attached) include all the best management practices determined and approved by the Board of County Commissioners on January 6, 2015, when the oil and gas regulations were amended to include an option for entering into an MOU with the County in lieu of a Special Use Permit.

The purpose of the MOU is to protect the environment, as well as the health, safety and welfare of Adams County residents. The MOU contains a variety of provisions that address topics such as the testing of private wells, spill and release management, water storage and use of pits, berms, water supply and water quality, noise, construction of well connect pipelines, landscaping, emergency response plans, weed control, the construction of private roads, the use of public roads, dust mitigation, fencing, floodplain regulations, painting of oil and gas facilities, lighting, air emissions, inspections by County staff, the state permitting process and the inclusion of conditions within the operator's state permits, and the applicability of the MOU to new oil and gas facilities at the two specified locations.

Approval of an MOU is not an approval of any specific drilling site. The MOU establishes the relationship between Adams County and the operator. It also establishes the standards that the operator agrees to meet on any new production site within unincorporated Adams County. The operator will be required to obtain a Use by Special Review permit for each new location, in addition to permits from the COGCC prior to commencing operations. During both the local and state permitting processes, Adams County has an opportunity to review the site plans and make comments or assign conditions of approval.

Currently, the County has MOUs with eight oil and gas operators. The MOU signed by the applicant is the same form as the eight fully executed MOUs, except that its language is tailored to be a MOU limited to two specific locations: the Lewton and Buchholz well pads.

On March 22, 2016, the Board of County Commissioners approved amendments to the Adams County Development Standards and Regulations related to oil and gas development. The primary purpose of these amendments was to create a site-specific review process for new oil and gas development sites proposed by an operator who has entered into an MOU with the County. The regulations require that an operator who has entered into an MOU with the County apply for an Administrative Use by Special Review (AUSR) permit for each new oil and gas facility location prior to development. This process allows for a site-specific review by County staff and select referral agencies.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development Department, County Attorney's Office

ATTACHED DOCUMENTS:

Resolution Approving the MOU with Anadarko Petroleum Corporation
Signed MOU with Anadarko Petroleum Corporation

FISCAL IMPACT:

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

Fund: 0001

Cost Center: 2053.6180

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

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

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

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

Additional Note:

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN
ADAMS COUNTY AND ANADARKO PETROLEUM CORPORATION**

RESOLUTION 2016-

WHEREAS, Section 4-10-02-04-06 of the Development Standards and Regulations provides for an expedited approval process for oil and gas well operations if the operator enters into a Memorandum of Understanding with the County; and

WHEREAS, the BOCC has extensive authority to enter into Memorandums of Understanding with other entities; and

WHEREAS, Anadarko Petroleum Corporation signed a Memorandum of Understanding pursuant to Section 4-10-02-04-06 on September 7, 2016; and

WHEREAS, Anadarko Petroleum Corporation elected to make the Memorandum of Understanding specific to two proposed locations: Buchholz and Lewton; and

WHEREAS, the Adams County Community & Economic Development Department recommends approval of the Memorandum of Understanding with Anadarko Petroleum Corporation.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding with Anadarko Petroleum Corporation, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute this MOU on behalf of the County of Adams, State of Colorado.

BUCHHOLZ 38J-18HZ and LEWTON 26J-36HZX WELLS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this 6th day of September, 2016, by and between Adams County, a Colorado County (“County”), 4430 S. Adams County Parkway, Brighton, Colorado 80601 and Anadarko Petroleum Corporation, 1099 18th Street, Suite 1800, Denver, Colorado, its successors and assigns (hereinafter the “Operator”), with respect to the Buchholz 38J-18HZ and Lewton 26J-36HZ Well(s) as further described on Exhibit A. The Operator and the County may be referred to individually as a “Party” or collectively as the “Parties.” Both Parties elect to sign and execute provisions of said MOU in lieu of a Special Use Permit review process as outlined in Section 2-02-11 Special Use Permit of the Adams County Development Standards and Regulations.

BACKGROUND

A. Operator is the owner or lessee of oil and gas leasehold and/or mineral interests within unincorporated parts of the County, and, as of the time of the execution of this MOU, has the right and intent to further develop its oil and gas leasehold and/or mineral interests within said portion of the County.

B. The intent of this MOU is to provide the conditions under which Operator will develop and operate the Wells, and associated oil and gas facilities, identified on Exhibit A, in order to foster the efficient and economic production of oil and gas resources, to protect human health, safety and welfare and to protect the environment and wildlife resources, while at the same time providing for a predictable and expeditious administrative process for obtaining County land use approvals and permits for oil and gas facilities. The terms “facility” or “facilities” are defined herein as including oil and gas wellsites, tank batteries, compressor stations, pits/ponds, below-grade tanks, dehydration units, vapor recovery units (VRUs), associated roads, and typical equipment as regulated by the Colorado Oil and Gas Conservation Commission (COGCC). Locations with more than one of the above mentioned types of equipment will also be considered to be one facility. This MOU will also include well connects. Well connects are defined as a pipeline, 10” or less inside diameter and 2 miles or less in length, laid running from the custody transfer point or production facility for a new well(s) to an existing gathering line connection point. With respect to well connects, Operator will provide the County with the following: a copy of the agreement(s) for which the line is laid (e.g. ROW, Lease, Easement etc.); information regarding operating pressure and pipeline construction materials and methods; and Operator will obtain any other required permits (e.g. Access, ROW crossing). Unless indicated otherwise, the definitions of terms used in the MOU shall be the same as in the COGCC Rules. In cases where pipelines are involved, a conditional use permit may be required, and this MOU shall in no way suggest or provide for approval of a conditional use permit in which a pipeline is proposed to be constructed. This MOU does not waive any of the County’s Local Government Designee’s roles and/or responsibilities as governed by the COGCC.

NOW, THEREFORE, the Parties agree as follows:

1. Intent to Supplement COGCC Rules and Regulations. The Parties recognize that pursuant to the Colorado Oil and Gas Conservation Act, C.R.S. §§ 34-60-101, et seq. (“Act”), the COGCC regulates the development and production of oil and gas resources in Colorado, and the Act authorizes the COGCC to adopt statewide rules and regulations. The provisions of this MOU are intended to supplement and add to the COGCC’s rules and regulations and not to replace such rules and regulations. To the extent that any of the provisions of this MOU are in conflict with the Act or COGCC rules and regulations, the stricter standards shall govern, or if neither is stricter, the COGCC rule or regulation shall apply.

2. Operator’s Pit Practices within the County. The Operator will comply, at a minimum, with the following pit practices, after the date of this MOU, with respect to the locations identified on Exhibit A.

a. No Open Pits / Preferred Option: It is the intent of the County that operators utilize closed-loop or modified closed-loop systems for drilling and completion operations in order to minimize or eliminate the need for earthen pits; however, notwithstanding the foregoing, where appropriate, and subject to prior County approval, the County generally supports: 1) the use of unlined drilling pits when bentonite or a similar clay additive is used during the drilling process, 2) the use of lined single- or multi-well water storage pits in order to minimize the transport of water and promote recycling, subject to the requirements set forth in this subsection, and 3) where open pits are utilized, they shall, at a minimum, be covered with a solid or screened mesh material. Permitted modified closed-loop systems include oil and gas wells where air or fresh water is used to drill through the surface casing interval, defined as fifty (50) feet below the depth of the deepest aquifer, and a closed loop system is used for the remainder of the drilling and/or completion or recompletion procedures. Multi-well pits are defined as lined, engineered pits, constructed over an engineered base, with construction or liner specifications meeting or exceeding COGCC pit lining rules, that will serve the functions of drilling, completion, and/or flowback pits for more than one well.

b. Water Storage Pits to Contain Fresh Water or Brine Water: Water stored in pits approved by the County and allowed under COGCC Rules, must meet the definition of fresh water or brine water. Fresh water is defined as containing total dissolved solids (TDS) less than or equal to 5,000 milligrams/liter (mg/l). Brine water is defined as water produced from an oil and/or gas well with TDS of greater than 5,000 mg/l. The Operator is required to remove all free and visible oil, other than *de minimis* or trace amounts, within 24 hours of discovery. Upon closure of the pit, the Operator will ensure the protection of the public health and environment by following all COGCC pit closure rules, including collecting analytical data to ensure compliance with state standards. As long as the pit is open and containing fluid, a representative water sample shall be taken and tested every six (6) months from the surface of the pit fluids, the first sample to be taken within six (6) months of the pit becoming operational. The County will review water quality data provided by the Operator every six (6) months.

c. Pit Setbacks: All pit construction within ¼ mile of a water well is generally discouraged by the County; such pits must be constructed, maintained, repaired and/or removed in accordance with applicable state law and COGCC rules and regulations.

d. Multi-Well Pits: In addition to any requirements stated above, multi-well pits will be lined per the COGCC’s lining standards. If a multi-well pit is planned for use over a

2-year or greater period, the pit will be double-lined with leak detection. Fluids stored in multi-well pits will be circulated through a four-phase separator or an API-approved settling tank or similar equipment prior to such fluids entering the pit, specifically designed to remove solids and reduce hydrocarbon content and emissions. Retention time in a settling tank and the volume of the tank must be sufficient to separate out any floating, dissolved, or emulsified hydrocarbon phases. Lined multi-well pits may be inspected and/or reviewed on an as-needed basis, over the life of the pit, to determine if the water to be stored in the pit or already stored in the pit meets the definition of fresh water. Upon closure of the pit, the Operator will ensure the protection of the public health and environment by following all COGCC pit closure rules, including collecting analytical data to ensure compliance with state standards. As long as the pit is open and containing fluid, a representative water sample shall be taken and tested from the surface of the pit every six (6) months. Additional requirements, such as fencing, may be required by the County, pre- or post-construction, if such a pit is determined by the County to be adversely impacting residences, public safety, water wells, or wildlife habitats and migrations.

e. Technological Advances: The County may require additional measures, or approve alternative methods, if new technological methods for pit construction or maintenance are developed pre- or post-construction and such methods are technologically sound, economically practical, and reasonably available to the Operator. Such additional measures will be included in an Exhibit to the MOU.

3. Berms. Berms shall be inspected by Operator on a weekly basis for evidence of discharge. Berms shall be inspected within 48 hours of a precipitation event of 1.0" or more, and Operator shall make necessary repairs as soon as possible, but not more than seventy-two (72) hours after the event.

4. Regular Meetings to Monitor and Discuss MOU Issues. The County and Operator agree to meet quarterly, or as necessary, to monitor and discuss any pertinent issues associated with oil and gas facilities within the County as determined by the County.

5. Water Supply and Quality. In an effort to reduce truck traffic, where feasible, the Operator will identify a water source lawfully available for industrial use, including oil and gas development, close to the facility location, to be utilized by Operator and its suppliers. Operator will comply with the Colorado Department of Public Health and Environment requirements and the Tri-County Health Department (TCHD) regulations concerning water quality. With respect to wastewater treatment, Operator agrees to comply with TCHD's Regulation No. O-14, On-Site Wastewater Treatment Systems, as adopted or modified. The Operator agrees to contact TCHD in a timely manner to arrange for the processing of appropriate application materials and required inspections. Where feasible, temporary surface water lines are encouraged and will be utilized. Operator may be permitted to utilize County Road Right-of-Way, and County drainage culverts, where practical, for the laying and operation of temporary water lines on the surface and in accordance with Adams County Standards and Regulations. If necessary, Operator will bury temporary water lines at existing driveway and gravel road crossings, or utilize existing culverts, if available, with County approval.

6. Baseline and Subsequent Water Quality Testing. Operator agrees to comply with the COGCC's Statewide Groundwater Baseline Sampling and Monitoring Rule 609 or 318

A., as applicable, under COGCC regulations, as adopted or modified, and also agrees to share results with TCHD in addition to the requirements provided herein. To the extent the requirements of Rule 609 or 318 A., as applicable, and the requirements provided herein are in conflict, Operator will comply with the stricter standard. Such records shall be maintained by Operator for the lifetime of the well sites subject to this MOU and shall be made available to the County per Records section of the MOU.

a. Criteria and Protocol: Using the COGCC's criteria and protocol for sample analyses, types, orientation, and number, as required under COGCC Rule 609, or COGCC 318A as applicable, Operator will test up to four available water sources within a one half (½) mile radius of a new oil and gas well, multi-well site, or dedicated injection well as required under COGCC Rule 609, or as appropriate under COGCC 318 A., if applicable.

b. No available water sources within one half mile: If there are no available water sources located within a ½ mile radius of a new oil and gas facility subject to this MOU, the Operator, prior to construction, will test the nearest downgradient available water source that is within a one-mile radius of the oil and gas facility.

c. Private Water Well Owner Request: Operator agrees to conduct a baseline test of any water well requested by the owner, on a one-time basis, if such well is within a ½ mile radius of a new oil and gas well or facility subject to this MOU, or if such well is determined to be the closest downgradient well that is within a one-mile radius of the oil and gas facility. The requirement to test a well upon request does not apply if the water well has already been tested by any Operator. County may, at its sole discretion, require an Operator to provide reports and results of any identified oil and gas related investigation or remediation at Operator's expense.

7. Spill and Release Management. For all spills and releases reportable to COGCC, operators shall also notify the County verbally or in writing the County's LGD, Local Emergency Planning Committee (LEPC), Office of Emergency Management (OEM), the Planning and Development Department, Sheriff's Office, and the local fire district immediately, but no more than 24 hours after discovery of the spill or release by an operator. This includes spills/release: 1) of any size that impacts or threatens to impact any waters of the state, a residence or occupied structure, livestock, or public byway; 2) in which one (1) or more barrel or more of Exploration and Production Waste or produced fluids is spilled or released outside of berms or other secondary confinement; and 3) of five (5) barrels or more regardless of whether the spill/release is completely contained within berms or other secondary confinement. In addition, the operator shall notify the surface owner or the surface owner's tenant of spills and releases in conformance with COGCC rules.

8. Weed Control and Management. Operator will be responsible for ongoing weed control at oil and gas facilities, and along access roads during construction and operation, until abandonment and final reclamation is completed per County or other applicable agency regulations.

9. Noise. Operator shall abide by COGCC noise standards for all activities and provide and post 24-hour, 7 days per week contact information to deal with all noise complaints arising from Operator's oil and gas facility that is subject to this MOU. Noise mitigation measures

shall be constructed along any edge of any oil and gas operation site if such edge is adjacent to existing residential development or land which is zoned for future residential development. During construction, the noise mitigation measures shall, to the maximum extent feasible, decrease noise from the oil and gas operations to comply with the sound limitation regulations set forth in COGCC rules. The County may request a noise mitigation study to demonstrate that noise levels are in compliance with COGCC rules.

10. Landscaping. All landscaping shall be in compliance with the County requirements and in compliance with the safety requirements of the Operator. Existing vegetation shall be minimally impacted. Motorized equipment shall be restricted to the well sites and access roads to the well sites. A visual mitigation plan, subject to the County approval, on a site specific basis shall include the type and location of all fencing and landscaping. Operator is responsible for obtaining consent by surface owner allowing landscaping as well as automatic irrigation for landscaping in urban mitigation areas and/or parks/recreation areas. All plant materials shall be kept in a healthy growing condition at all times.

11. Emergency Response Plan. Prior to any operations, Operator will provide the County's LGD, OEM, LEPC, Sheriff's Office, Planning and Development Department, and Transportation Department with an Emergency Response Plan (ERP) to address all potential emergencies that may be associated with an oil and gas facility. Operator shall also provide a copy of such plan to all emergency service providers, including, but not limited to, the fire district that would respond to such emergencies. A "will-serve" letter must be obtained from the appropriate emergency provider(s).

12. Private Roads. The Operator agrees to construct (unless already constructed) and maintain an access road designed to meet County and fire district standards and support an imposed load of 75,000 pounds that will accommodate emergency response vehicles such as, but not limited to, law enforcement, emergency command vehicles (cars/SUVs), ambulances, hazardous materials response vehicles, water tenders, and fire apparatus during construction and operation of new tank batteries (post MOU), new drilling activity and reworks or recompletions of existing wells, unless a local fire department or fire district agrees to a different or lesser standard or waived by the County. With respect to new roads to new tank batteries, the Operator agrees to construct access roads at least twenty (20') feet wide (unless waived by the local fire district and County Transportation Department) with a Class 6 road base, or as approved by the local fire district, at least nine inches (9") thick. Best efforts will be made to improve inadequate access to existing tank battery sites identified by the fire district or County, based on service calls and demonstrated problems of accessing the site. Operator and County agree that spot inspections of access roads may be done by the County and/or appropriate emergency response agency, at such County or agency's sole risk and expense, to ensure that emergency access in accordance with this section is maintained. Operator is required to maintain and repair any damaged roads within ten (10) days of County notice.

13. Public Roads.

a. Operator agrees to utilize existing roads and access points where practical and apply for and obtain access permits for its oil and gas facilities from the Transportation Department. Requirements for the access permit may include the following: a) access location providing for a safe entrance/exit and utilization of main roadways to minimize impact /conflict

with residents on local roadways; b) haul route and traffic data; c) pre/post inspection of roadways used by the Operator; d) collateral or bond to insure that road damage caused by the Operator is repaired; e) dust control (material used for dust control must be pre-approved by the County); f) road maintenance agreement during drilling phase; and g) payment of all applicable fees. Operator also agrees to exercise reasonable efforts to minimize heavy truck traffic on local roads within residential neighborhoods between the hours of 9 p.m. and 6 a.m., and further agrees to work with and show written evidence that the applicable school district(s) has been consulted to minimize traffic conflicts with school buses when schools are in session.

b. Operator agrees to obtain any legally valid and applicable oversize and/or over weight moving permit from the Transportation Department for all vehicles that exceed legal vehicle dimensions or weights as specified by the Colorado Department of Transportation and the County's Development Standards and Regulations.

14. Dust Mitigation. Fresh water, as referenced in the COGCC's Rules and Regulations, or another source as approved by the County on a case by case basis, may be applied to roads and land surfaces for purpose of dust mitigation. Absolutely no other liquid or substance generated by the production of the Operator's facility, including, but not limited to, Exploration and Production Waste (as defined by the COGCC) or any other application of liquids that would have a negative impact to natural resources, shall be permitted to be applied to roads and land surfaces.

15. Fencing. Fencing shall be required around all well site equipment, including, but not limited to, storage tanks, well heads, meters, that is visible from a subdivision west of Imboden Road. Such fencing shall screen equipment, provide safety precautions, and be compatible with surrounding environment. Should fencing apply to a well site(s), the design and construction of such fencing shall be approved by the Planning and Development Department prior to the construction of any site. If a chain link fence is required to achieve safety requirements set by the COGCC, then landscaping and other screening mechanisms shall be required that comply with the County's Development Standards and Regulations and the Operator's safety requirements. Operator shall be responsible for obtaining consent by surface owner allowing any required fencing.

16. Floodplain. Any disturbance within a 100-year floodplain will be allowed if the Operator has obtained a Floodplain Development Permit from the County and has complied with all of the County's legally adopted floodplain and engineering regulations. Pits will not be allowed in 100-year floodplain. A "100-year floodplain" shall be, for purposes of this Section, a "Special Flood Hazard Area" as identified and mapped by the Federal Emergency Management Agency's National Flood Insurance Program and adopted by the County.

17. Painting of Oil and Gas Facilities. Except for such facilities that must be painted a certain color for safety reasons, Operator agrees to paint all new (post-MOU) production facilities with uniform, non-contrasting, non-reflective, color tones and with colors matched to, but slightly darker than, surrounding landscapes, or such other colors and tones as are requested by the surface owner and are in accordance with applicable COGCC Rules, permits and/or orders.

18. Lighting. All permanent lighting of oil and gas well sites shall be directed downward and internally. Temporary lighting shall conform to the COGCC's Rules and Regulations and shall not adversely affect residential adjacent properties.

19. Air Emissions. Air contaminant emission sources shall comply with the permit and control provisions of the state air quality control program (C.R.S. tit.25, art. 7 (C.R.S. § 25-7-101 et seq.)) and the rules and regulations promulgated by the State Air Quality Control COGCC. The Operator shall employ such control measures and operating procedures as are necessary to minimize fugitive particulate emissions into the atmosphere.

20. Wildlife and Wildlife Habitat: Oil and gas operations shall, to the extent possible, not cause significant degradation of wildlife or sensitive wildlife habitat and shall use best management practices to protect such resources and be in compliance with COGCC requirements as it pertains to wildlife and its habitats.

21. Cultural and Historical Resources: The oil and gas operation shall not, to the extent possible, cause significant degradation of cultural, historic or archaeological sites eligible for County landmarking, or the National Historic Register and shall use best management practices to protect such resources.

22. County Inspections. Operator agrees to allow County access to all oil and gas facilities for inspection, provided County personnel are equipped with all appropriate personal protection equipment (PPE), the personnel comply with the Operator's other and customary safety rules, and, except to the extent allowed by law, the County is responsible for all costs and expenses of such inspections. The County shall use its best efforts to provide advance notice to the Operator prior to an inspection; however, the County reserves the right in its discretion to make spot inspections or to inspect without notice in the event of an issue potentially involving an immediate risk to public safety, health or welfare or damage to the property of another. The County reserves the right to inspect pit locations prior to construction, during construction, and after construction, the County also reserves the right to contact the appropriate COGCC area inspector if non-compliance issues are suspected or identified as a result of construction plan reviews, reclamation plan review, field inspections, or if non-compliance issues are not resolved as soon as possible.

23. Notification to Land Owners/Municipalities. Prior to commencement of any new drilling or completion operations, the Operator, utilizing the County Assessor's Office information for both property owners and property mailing addresses, shall provide notification to landowners and municipalities within one-half (1/2) mile of the proposed well site(s).

24. Records. Operator shall maintain all records of information agreed to in MOU, and agrees to share information with County within forty-eight (48) hours upon written request. Records shall be maintained in an organized fashion for each well site.

25. Mapping Information. Operator shall agree to provide coordinates and/or exact location of well sites to the County's GIS Department within forty-eight (48) hours of final completion of a well site in a format acceptable to the County. Any subsequent changes to a well site location shall also be provided to the County within forty-eight (48) hours of such changes.

26. County Land Use Approvals. The Operator understands and agrees that prior to the development or operation of any oil and gas facility subject to this MOU in unincorporated portions of the County, that Operator must first obtain approval from the County pursuant to any validly adopted provisions in the Adams County Development Standards and Regulations. The Operator agrees and consents that the provisions of this MOU are to be included among any conditions for the issuance of any land use approval or permit issued by the County under its Development Standards and Regulations unless, and to the extent waived or modified in writing by the County Manager or his or her designee, or waived or modified on the record at a public hearing before the Adams County Board of County Commissioners; further, the Operator understands and agrees that the provisions of this MOU shall remain conditions of such land use approval or permit regardless of the subsequent sale or other transfer of any oil and gas facilities, or interest therein, by the Operator.

a. **Concurrent Referral and Review.** County staff may refer the complete application for a fourteen (14) working day review by the various County Departments and the County Attorney's Office, as deemed appropriate. An application may require review by outside agencies such as the U.S. Army Corps of Engineers, if the project impacts a floodplain, and may also be referred to any life-safety providers, adjacent jurisdictions, local public health department, and others as may be deemed appropriate.

b. **Address Deficiencies.** The applicant will be notified of any outstanding issues in connection with application materials upon completion of this review and will be required to address any issues or deficiencies in connection with the application materials. If necessary, a meeting will be held to discuss any issues that need to be resolved. If necessary, the applicant will then submit an amended application, plan or other submittals, as appropriate, to the County for verification that deficiencies have been addressed by the applicant. If the above described outstanding issues cannot be resolved, the County may refer the case to the Board of Adjustment for its consideration.

27. Amendments. Due to the nature of oil and gas operations, the County has adopted regulations in order to protect the health, safety and welfare of County inhabitants and their environs. As such, where there are any amendments to this MOU, the Operator shall be in compliance with Chapter 2 of the Adams County Development Standards and Regulations.

28. State Oil and Gas Permit Approvals. The Operator agrees to include the contents of Exhibit A of this MOU in all Forms 2 and 2A that it submits to the COGCC and consents to the inclusion of the contents of Exhibit A of this MOU as conditions of the issuance of any permit or other form of approval by the COGCC with regard to the location, development or operation of an oil and gas facility in unincorporated portions of the County, unless, and to the extent, waived or modified in writing by the County Manager or his or her designee, or waived or modified on the record at a public hearing before the Adams County Board of County Commissioners; further, Operator understands and agrees that the provisions of this MOU shall remain conditions of permit or other form of approval regardless of the subsequent sale or other transfer of any oil and gas facilities, or interest therein, by Operator. The County through the LGD process described in the COGCC's Rules may request that the COGCC impose site specific conditions as part of the state permit process that are in addition to the Operator's practices or procedures agreed upon herein and the Operator may respond to same as set forth in the COGCC's Rules. If the state permit has already been approved and the County and Operator are in agreement

as to any subsequent, additional conditions to be placed on the state permit, and said agreement is in writing, the Operator agrees to apply to the COGCC to modify the state permit by allowing such subsequent, additional conditions to be placed on the state permit.

29. Applicability. This MOU shall only apply to oil and gas facilities identified on Exhibit A and for which Operator has applied for permits as of the date of this MOU and to any facilities (if identified on Exhibit A) with respect to which Operator receives COGCC approval after the date of this MOU. This MOU shall not be construed to apply to oil and gas facilities for which another operator applies for a permit even though the Operator may have an interest but is not the Operator, and does not apply to wells drilled by the Operator prior to the date of this MOU. Additional facilities may be exempted from some or all of the terms of this MOU, but only if approved in writing by the County Manager or his or her designee, and reviewed by the County Attorney's Office, or approved on the record at a public hearing before the Adams County Board of County Commissioners. This MOU is limited to those Wells identified on Exhibit A, and nothing herein shall bind the Operator to the provisions of this MOU other than to those Wells on Exhibit A. Furthermore, nothing herein prevents Operator from pursuing a Special Use Permit or an applicable MOU for locations not covered by this MOU.

30. Term. This MOU is effective upon the execution by both Parties and shall remain in effect so long as Operator, its subsidiaries, successors or assigns, are engaged in the development or operation of oil and gas facilities within the unincorporated portions of the County; provided, however, this MOU may be terminated by either Party with thirty (30) days prior written notice to the other Party. If there is a new development in state law, rules or judicial decisions that substantially affect any provision of this MOU, the Parties agree to negotiate in an attempt to update this MOU in light of same by a written amendment executed by both Parties. In the event this MOU expires or is otherwise terminated, the substantive requirements stated in this MOU shall survive and remain enforceable against the owner or operator of any oil and gas facilities that were permitted or subject to this MOU or otherwise approved during the term of this MOU, except to the extent waived or modified pursuant to the provisions of this MOU. Additionally, in the event this MOU expires or is otherwise terminated, no re-permitting of the wells shall be required solely as a result of the termination of this MOU.

31. Obligation of Funds. Nothing in this MOU shall commit either Party to obligate or transfer any funds to the other.

32. Force Majeure. Neither Party will be liable for any delay or failure in performing under this MOU in the event and to the extent that the delay or failure arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, or any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

33. Authority to Execute MOU. Each Party represents that it has the full right and authority to enter into this MOU.

34. Governing Law. This MOU shall be governed and construed in accordance with the laws of the State of Colorado without reference to its conflict of law provisions.

35. Entire Agreement. Except as expressly set forth herein, this MOU embodies the complete agreement between the Parties hereto with respect to the Wells identified on Exhibit A with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related to the subject matter hereof. No amendment to this MOU shall be effective unless in writing, signed by the Parties. In the event there is a minor amendment to the MOU, as determined by the County Manager or his or her designee, such amendments will be reviewed by the County Attorney's office and will need to be approved, with signature, by the County Manager or his or her designee. Any and all major amendments may either be directed to the Board of County Commissioners for decision or may go through the Special Use Permit procedures, as determined by the County Manager or his or her designee.

36. Third Party Beneficiaries. Except as specifically stated herein, this MOU is not intended to, and does not, create any right, benefit, responsibility or obligation that may be enforced by any non-party. Further, in cases where pipelines are involved, a conditional use permit may be required, and this MOU shall in no way suggest or provide for approval of a conditional use permit in which a pipeline is proposed to be constructed.

37. Notices. All notices and other correspondence related to this MOU shall be in writing and shall be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

County: Adams County Attorney
4430 S. Adams County Parkway
Brighton, Colorado 80601

Planning and Development Department
4430 S. Adams County Parkway
Brighton, Colorado 80601

Transportation Department
4430 S. Adams County Parkway
Brighton, Colorado 80601

Operator:

Anadarko Petroleum Corporation
Municipal Planning
1099 18th Street, Suite 1800
Denver, Colorado 80202

38. Subsidiaries/Successors. The provisions of this MOU shall apply to all subsidiaries and successors-in-interest of the Operator with respect to any oil and gas facilities permitted or otherwise approved during the term of this MOU.

39. Default. If a Party defaults in the performance of an obligation under this MOU, the defaulting Party shall have ten (10) days to cure the default after receipt of written notice of such default from the non-defaulting Party, provided the defaulting Party shall be entitled to a longer cure period if the default cannot reasonably be cured within thirty (30) days and the defaulting Party commences the cure within such ten (10) day period and diligently pursues its completion; however, in the event that the default involves an issue that could have an immediate impact on public health, safety or welfare, or cause damage to property of another, the defaulting party shall immediately begin action to cure the default. Each alleged default shall be treated separately under this paragraph and notice of an alleged default shall not affect the processing of permit applications while the notice is being evaluated, contested or corrected. In the event of a default, the Parties shall be entitled to seek specific performance as well as any other available remedies.

40. Jurisdiction: Waiver of Rights. The parties acknowledge, understand and agree that this agreement shall not be used as evidence that either party has waived any rights to assert its claims concerning the validity or extent of the County's land use jurisdiction. Nothing in this agreement shall be construed as an admission regarding the existence of proper jurisdictional authority or waiver by either party of any legal right or obligation, nor shall anything be construed as a bar to either party to seek any legal remedy available to it. The Operator agrees, however, that it will not exert jurisdictional or preemption arguments with respect to the specific performance obligations contained in this MOU as to the Wells on Exhibit A.

EXHIBIT A

The terms and conditions of this MOU shall apply only to the following wells:

BUCHHOLZ 38J-18HZ: SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 7, Township 1 South, Range 62 West, 6th P.M.

LEWTON 26J-36HZX: N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 1, Township 1 South, Range 63 West, 6th P.M.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 4, 2016
SUBJECT: Division Oder from K.P. Kauffman Company, Inc., regarding production from the Adams County Golf Course #1 Well
FROM: Benjamin Dahlman, Finance Director
AGENCY/DEPARTMENT: Finance Department and Community & Economic Development Department
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Division Order from K.P. Kauffman Company, Inc., Concerning Production From the Adams County Golf Course #1 Well.

BACKGROUND:

Effective April 1, 2016, K.P. Kauffman Company, Inc., purchased leasehold and wellbore interests from Synergy Resources Corporation in several wells including Adams County's well #1 at the Golf Course. K.P. Kauffman filed a Change of Operator with the Colorado Oil and Gas Conservation Commission related to this purchase. K.P. Kauffman sent to the County a Division Order that outlines the distribution of production proceeds in which the County's has an interest.

The Oil and Gas Division Order requires the Owner (Adams County) to certify ownership of its decimal interest in the well. The Oil Well is located in Section 27, Township 001-S, Range 067-W.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Finance Department
County Attorney's Office
Community & Economic Development

ATTACHED DOCUMENTS:

- Resolution Approving Division Order from K.P. Kauffman Company, Inc., Concerning Production from the Adams County Golf Course #1 Well
- Oil & Gas Division Order from K.P. Kauffman for Adams County Golf Course #1 Well

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING DIVISION ORDER FROM K.P. KAUFFMAN COMPANY, INC., CONCERNING PRODUCTION FROM THE ADAMS COUNTY GOLF COURSE #1 WELL

WHEREAS, K.P. Kauffman Company, Inc., (“Kauffman”) has delivered to the Adams County Board of County Commissioners a Division Order prepared by Kauffman concerning the Adams County Golf Course #1 well; and,

WHEREAS, Adams County is the owner of a decimal interest in the well; and,

WHEREAS, Kauffman requests execution of the Division Order so that proceeds from production may be properly distributed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Division Order from K.P. Kauffman Company, Inc., regarding the Adams County Golf Course #1 well, a copy of which is attached and incorporated herein by this reference, be and hereby is accepted and approved.

BE IT FURTHER RESOLVED that the Chairman is authorized to execute said Division Order on behalf of Adams County.

K.P. KAUFFMAN COMPANY, INC.

WORLD TRADE CENTER
1675 BROADWAY, 28TH FLOOR
DENVER, COLORADO 80202-4628
TELEPHONE (303) 825-4822
FACSIMILE (303) 825-4825
www.kpk.com



September 7, 2016

K.P. Kauffman Company, Inc.
1675 Broadway, Suite 2800
Denver, CO 80202

Dear Interest Owner:

Effective April 1, 2016, K.P. Kauffman Company, Inc. (KPK) purchased leasehold and wellbore interests from Synergy Resources Corporation in several wells in which you own an interest. KPK has filed a Change of Operator with the Colorado Oil and Gas Conservation Commission for those producing wells that KPK purchased from Synergy Resources Corporation. Please find enclosed a Division Order from KPK governing your interest with KPK as the operator. Please return one executed copy with the identifying information requested to my attention at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, which appears to read 'Jennifer Feik', is positioned above the typed name.

Jennifer Feik
Division Order Analyst

K.P. KAUFFMAN COMPANY, INC.

WORLD TRADE CENTER
1675 BROADWAY, 28TH FLOOR
DENVER, COLORADO 80202-4628
TELEPHONE (303) 825-4822
FACSIMILE (303) 825-4825
www.kpk.com

September 7, 2016

Board of County Commissioners
Adams County, Colorado
4430 S. Adams County Pkwy
4th Floor #C4000A
Brighton, CO 80601-8212

Re: Adams County Golf Course #1, Prop #1001.01.1
Adams County, CO

Dear Board of County Commissioners:

Pursuant to certain documentation received, please find enclosed a K.P. Kauffman Company, Inc. Oil & Gas Division Order regarding the subject property.

THE ATTACHED DOCUMENT SHOULD NOT BE ALTERED IN ANY WAY EXCEPT TO CORRECT SPELLING ERRORS, UNLESS ACCOMPANIED BY DOCUMENTARY EVIDENCE TO SUPPORT THE CHANGE.

If your name and interest are correctly shown:

1. Sign your name as shown on the Oil & Gas Division Order.
2. If your name has changed due to marriage or divorce, execute the Oil & Gas Division Order using your present name and furnish a copy of the marriage certificate or divorce decree.
3. If signing for a corporation, signature must be attested, corporate seal fixed and title of signatory party reflected.
4. If signed by agent, attorney-in-fact, guardian or any party other than the named interest owner, a certified copy of the power of attorney or other evidence of such party's right to sign must be furnished.
5. Oil & Gas Division Orders for partnerships must be executed by all partners or by an authorized partner. A certified copy of the instrument giving said partners authority to sign must be furnished.

6. Should you fail to provide your correct Social Security Number or Tax Identification Number, the law provides that we withhold 28% of all production proceeds due you. You may also be subject to a further penalty levied by the Internal Revenue Service.

7. The top copy or the "Original" of the Oil & Gas Division Order should be returned to:

K.P. Kauffman Company, Inc.
Attention: Jen Feik
1675 Broadway, 28th Floor
Denver, Colorado 80202-4628

8. Should you have any further questions regarding the enclosed Oil & Gas Division Order, please contact Jen Feik at (303) 825-4822.

9. Please DO NOT DETACH the exhibit from the Oil & Gas Division Order if one is included.

OIL & GAS DIVISION ORDER

Property Number: 1001.01.1	Date Prepared: 8/9/2016
Property Name: Adams County Golf Course #1	Effective Date: 4/1/2016
Operator: K.P. Kauffman Company, Inc.	
County/State: Adams, CO	
Property Description: Township: 001-S Range: 067-W Section: 27 Qtr/Qtr: NWSW	
Production: Oil <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Other _____	

Owner Name:	Board of County Commissioners	Owner Number:	10528
Address:	Adams County, Colorado 4430 S. Adams County Pkwy 4th Floor #C4000A Brighton, CO 80601-8212	Type of Interest:	R1
Phone #:		Interest:	0.12500000

The undersigned certifies the ownership of their decimal in production or proceeds as described above payable by K.P. Kauffman Company, Inc.

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$ 100.00, or pay once a year, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: None

Owner(s) Signature:	_____
Owner(s) Tax ID/SS No.:	_____
Owner(s) Daytime Telephone No.:	_____
Owner(s) FAX Telephone No.:	_____

**Federal Law requires you to furnish your Social Security or Taxpayer identification Number.
Failure to comply will result in 28% tax withholding and will not be refundable by Payor**

APPROVED AS TO FORM
COUNTY ATTORNEY

ORIGINAL

OIL & GAS DIVISION ORDER

Property Number: 1001.01.1	Date Prepared: 8/9/2016
Property Name: Adams County Golf Course #1	Effective Date: 4/1/2016
Operator: K.P. Kauffman Company, Inc.	
County/State: Adams, CO	
Property Description: Township: 001-S Range: 067-W Section: 27 Qtr/Qtr: NWSW	
Production: Oil <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Other <input type="checkbox"/>	

Owner Name:	Board of County Commissioners	Owner Number:	10528
Address:	Adams County, Colorado 4430 S. Adams County Pkwy 4th Floor #C4000A Brighton, CO 80601-8212	Type of Interest:	R1
Phone #:		Interest:	0.12500000

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In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: None

Owner(s) Signature:	<hr/>
Owner(s) Tax ID/SS No.:	<hr/>
Owner(s) Daytime Telephone No:	<hr/>
Owner(s) FAX Telephone No.:	<hr/>

**Federal Law requires you to furnish your Social Security or Taxpayer identification Number.
Failure to comply will result in 28% tax withholding and will not be refundable by Payor**

APPROVED AS TO
COUNTY ATTORNEY

**COPY FOR YOUR
INFORMATION**



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 4, 2016
SUBJECT: Abatements
FROM: Doug Edelstein
AGENCY/DEPARTMENT: County Attorney
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: 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 2014 and 2015, 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.

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING ABATEMENT PETITIONS AND AUTHORIZING REFUND OF TAXES FOR ACCOUNT NUMBERS R0164308, R0134005, R0164308, R0110801, R0004637, R0005503, R0050981, R0094496, R0004637, R0108351, R0084041, R0051148, P0031476, R0164307, R0108359, R0132030, R0132031, R0172865, R0172868, R0172867, R0116147, R0139064, R0110355, R0111258, R0164307, P0033833

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 R0164308, R0134005, R0164308, R0110801, R0004637, R0005503, R0050981, R0094496, R0004637, R0108351, R0084041, R0051148, P0031476, R0164307, R0108359, R0132030, R0132031, R0172865, R0172868, R0172867, R0116147, R0139064, R0110355, R0111258, R0164307, P0033833 have been 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 R0164307, R0108359, R0132030, R0132031, R0172865, R0172868, R0172867, R0116147, R0139064, R0110355, R0111258, R0164307, P0033833, 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 statute.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the petitions for account numbers R0164308, R0134005, R0164308, R0110801, R0004637, R0005503, R0050981, R0094496, R0004637, R0108351, R0084041, R0051148, P0031476, R0164307, R0108359, R0132030, R0132031, R0172865, R0172868, R0172867, R0116147, R0139064, R0110355, R0111258, R0164307, P0033833 are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the resolution approving petitions for account numbers R0164307, R0108359, R0132030, R0132031, R0172865, R0172868, R0172867, R0116147, R0139064, R0110355, R0111258, R0164307, P0033833 be forwarded, for review, to the Colorado Property Tax Administrator to approve the abatement petitions for the Property.

APPROVED

ABATEMENT / *VACANT*

APPROVAL STATUS APPROVED

NAME	HW2 LLC
ACCOUNT#	R0164308
PARCEL#	01721-14-1-01-001

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$91,829	\$26,630	186.728	\$4,972.57
REVISED	\$926	\$270	186.728	\$50.42
ABATED	\$90,903	\$26,360	186.728	\$4,922.15

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

RECEIVED
AUG 18 2015
Office of the
Adams County Attorney

ADJUSTING THE 2015 VALUE TO AGRICULTURAL CLASSIFICATION PER FIELD CHECK AND DOCUMENTATION PROVIDED

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVE

NAME	FLEETWOOD BRENT L AND FLEETWOOD MAUREEN E
ACCOUNT#	R0134005
PARCEL#	01569-25-2-00-006

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$159,597	\$46,280	92.241	\$4,268.91
REVISED	\$5,366	\$1,560	92.241	\$143.90
ABATED	\$154,231	\$44,720	92.241	\$4,125.02

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

PROPERTY NO LONGER IN CONTIGUOUS RESIDENTIAL USE WITH ADJACENT PARCEL, R0134004. THIS PARCEL AND R0134004 WERE OWNED BY THE SAME OWNER UNTIL R0134004 SOLD IN 2009. LAND ABSTRACT CODE HAS BEEN CORRECTED FROM 0700 TO 0100. TH. 2015.

RECEIVED
AUG 18 2016

Office of the
Adams County Attorney

APPROVED

ABATEMENT / VACANT LAND

APPROVAL STATUS APPROVED

NAME	HW2 LLC
ACCOUNT#	R0164308
PARCEL#	01721-14-1-01-001

TAX YEAR	2013			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$91,829	\$26,630	183.057	\$4,874.81
REVISED	\$770	\$220	183.057	\$40.27
ABATED	\$91,059	\$26,410	183.057	\$4,834.54

TAX YEAR	2014			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$91,829	\$26,630	185.311	\$4,934.83
REVISED	\$770	\$220	185.311	\$40.77
ABATED	\$91,059	\$26,410	185.311	\$4,894.06

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2013 AND 2014 VALUE TO AGRICULTURAL CLASSIFICATION AND VALUE PER FIELD CHECK AND DOCUMENTATION PROVIDED

Adams County Assessor's Office
Patsy Melonakis, Assessor

RECEIVED
AUG 18 2015
Office of the
Adams County Attorney

APPROVED APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	SUHOR INDUSTRIES INC
ACCOUNT#	R0110801
PARCEL#	01823-17-3-02-022

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$1,071,989	\$310,880	92.449	\$28,740.55
REVISED	\$1,000,000	\$290,000	92.449	\$26,810.21
ABATED	\$71,989	\$20,880	92.449	\$1,930.34

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

THE PETITION FOR ABATEMENT FOR TAX YEAR 2015 HAS BEEN APPROVED @ \$1,000,000 TO EQUALIZE WITH THE 2016 DISPOSITION.

RECEIVED
 AUG 18 2015
 Office of the
 Adams County Attorney

APPROVED

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	D J LLC
ACCOUNT#	R0004637
PARCEL#	01569-07-4-08-001

TAX YEAR	2014			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$645,923	\$187,320	97.474	\$18,258.83
REVISED	\$535,800	\$155,380	97.474	\$15,145.51
ABATED	\$110,123	\$31,940	97.474	\$3,113.32

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2015 VALUE TO MARKET PER KM 8/3/16 DB

RECEIVED
 AUG 18 2016
 Office of the
 Adams County Attorney

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	D J LLC
ACCOUNT#	R0004637
PARCEL#	01569-07-4-08-001

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$685,151	\$198,690	98.891	\$19,648.65
REVISED	\$535,800	\$155,380	98.891	\$15,365.68
ABATED	\$149,351	\$43,310	98.891	\$4,282.97

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2015 VALUE TO MARKET PER KM 8/3/16 DB

RECEIVED
AUG 18 2016
Office of the
Adams County Attorney

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS

APPROVED

NAME	WHITFIELD THERON AND WHITFIELD CORETTA P
ACCOUNT#	R0005503
PARCEL#	01569-08-1-06-010

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$380,558	\$110,360	100.424	\$11,082.79
REVISED	\$300,000	\$87,000	100.424	\$8,736.89
ABATED	\$80,558	\$23,360	100.424	\$2,345.90

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS
<p>ADJUSTING THE 2015 VALUE TO MARKET PER KM 8/3/16 DB</p>

RECEIVED
AUG 18 2016

Office of the
Adams County Attorney

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	SPECIALTY RESTAURANTS CORPORATION
ACCOUNT#	R0050981
PARCEL#	01719-22-1-03-003

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$1,372,235	\$397,950	107.314	\$42,705.61
REVISED	\$1,300,000	\$377,000	107.314	\$40,457.38
ABATED	\$72,235	\$20,950	107.314	\$2,248.23

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2015 VALUE TO MARKET PER KM 8/3/16 DB

RECEIVED
AUG 18 2016
Office of the
Adams County Attorney

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	MKDD LLC
ACCOUNT#	R0094496
PARCEL#	01823-34-2-03-009

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$410,063	\$118,920	102.645	\$12,206.54
REVISED	\$356,135	\$103,280	102.645	\$10,601.18
ABATED	\$53,928	\$15,640	102.645	\$1,605.37

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2015 VALUE TO MARKET PER KM 8/3/16 DB

RECEIVED
AUG 18 2016
Office of the
Adams County Attorney

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	D J LLC
ACCOUNT#	R0004637
PARCEL#	01569-07-4-08-001

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$685,151	\$198,690	98.891	\$19,648.65
REVISED	\$535,800	\$155,380	98.891	\$15,365.68
ABATED	\$149,351	\$43,310	98.891	\$4,282.97

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

THE ABATEMENT PETITION FOR TAX YEAR 2015 IS APPROVED AT \$535,800 TO MATCH THE 2016 APPEAL DECISION ADJUSTMENT TO MARKET VALUE (\$535,800 FOR 2016).

RECEIVED
AUG 18 2013

Office of the
Adams County Attorney

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	GATEWAY INDUSTRIAL SEVEN LLC C/O THE PAULS CORPORATION
ACCOUNT#	R0108351
PARCEL#	01821-29-0-07-004

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$6,119,593	\$1,774,680	136.145	\$241,613.81
REVISED	\$5,955,360	\$1,727,050	136.145	\$235,129.22
ABATED	\$164,233	\$47,630	136.145	\$6,484.59

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

THE 2015-16 APPEALS HAVE BEEN STIPULATED @ 5,955,360

RECEIVED
AUG 18 2015

Office of the
Adams County Attorney

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	COMMERCENTER NO.2 LIMITED LIABILITY CO C/O MAJESTIC REALTY CO
ACCOUNT#	R0084041
PARCEL#	01821-27-0-06-006

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$7,729,380	\$2,241,520	132.645	\$297,326.42
REVISED	\$7,614,098	\$2,208,090	132.645	\$292,892.10
ABATED	\$115,282	\$33,430	132.645	\$4,434.32

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

THE 2015-16 APPEALS HAVE BEEN STIPULATED @ \$7,614,098

RECEIVED
AUG 18 2015

Office of the
Adams County Attorney

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	3D LLC
ACCOUNT#	R0051148
PARCEL#	01719-22-3-03-023

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$1,809,754	\$524,830	112.686	\$59,140.99
REVISED	\$1,587,528	\$460,380	112.686	\$51,878.38
ABATED	\$222,226	\$64,450	112.686	\$7,262.61

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2015 VALUE TO MATCH THE 2016 VALUE PER DD 8/1/16 DB

RECEIVED
 AUG 18 2016
 Office of the
 Adams County Attorney

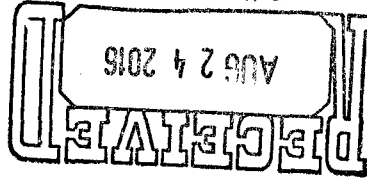
APPROVED

ABATEMENT FOR TAX YEAR:		2015			
BUSINESS NAME:	GE EQUIP MIDTICKET LLC 2011-1				
ACCOUNT NUMBER:	P0031476				
PARCEL NUMBER:					
	ACTUAL	ASSESSED	MILL	TAX	
	VALUE	VALUE	LEVY	DOLLARS	
ORIGINAL VALUE	\$125,537	\$36,410	89.347	\$3,253.12	
REVISED VALUE	\$0	\$0	89.347	\$0.00	
ABATED VALUE	\$125,537	\$36,410	89.347	\$3,253.12	

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

2015 ABATEMENT - PER LEASE COMPANY, THE EQUIPMENT WAS REMOVED 11/14/2014 AND WAS NOT REPORTED AS DISPOSED EQUIPMENT FOR 2015. SEE ATTACHMENTS FOR VERIFICATION THAT THE EQUIPMENT WAS INDEED RETURNED PRIOR TO 1/1/2015.

Office of the
Adams County Attorney



OK

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	

APPROVED

ABATEMENT / VACANT LAND

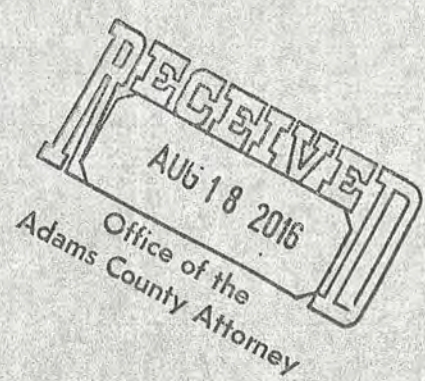
APPROVAL STATUS APPROVED

NAME	HW2 LLC
ACCOUNT#	R0164307
PARCEL#	01721-13-2-02-001

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$248,799	\$72,150	186.728	\$13,472.43
REVISED	\$2,510	\$730	186.728	\$136.31
ABATED	\$246,289	\$71,420	186.728	\$13,336.11

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS



ADJUSTING THE 2015 VALUE TO AGRICULTURAL CLASSIFICATION AND VALUE PER FIELD
CHECK AND DOCUMENTATION PROVIDED

Adams County Assessor's Office
Patsy Melonakis, Assessor

ASSESSOR'S RECOMMENDATION FOR ABATEMENT

Parcel #

1721-13-2-02-001

Account #

R0164307

Owner's name:

HW2 LLC
3535 Larimer St.
Denver, CO

Representative/Agent:

1st Net Real Estate Services, Inc.
3333 S. Wadsworth Blvd. Suite 200
Lakewood, CO 80227

Commercial

YEAR

	<u>2015</u>	
	<u>ACTUAL</u>	<u>ASSESSED</u>
	<u>VALUE</u>	<u>VALUE</u>
IMPROVEMENT VALUE	\$0.00	\$0.00
OUTBUILDINGS VALUE	\$0.00	\$0.00
LAND VALUE	\$248,799.00	\$72,151.71
TOTAL VALUE	\$248,799.00	\$72,151.71
MILL LEVY		186.728
TAX LIABILITY		\$13,472.74

Agricultural

AFTER ADJUSTMENTS

YEAR

	<u>2015</u>	
	<u>ACTUAL</u>	<u>ASSESSED</u>
	<u>VALUE</u>	<u>VALUE</u>
IMPROVEMENT VALUE	\$0.00	\$0.00
OUTBUILDINGS VALUE	\$0.00	\$0.00
LAND VALUE	\$2,510.00	\$727.90
TOTAL VALUE	\$2,510.00	\$727.90
MILL LEVY		186.728
TAX LIABILITY		\$135.92
REFUND		\$13,336.83

SITUATION:

Property owner requesting agricultural land classification

ACTION:

Changing land classification to agricultural per field check and documentation provided

Supervisor Approval: _____

Appraiser: Jeremy Maldonado

Date: _____

Date: 6/2/2016

Adams County Assessor

Date

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: _____
Month Day Year

Petitioner's Name: _____

Petitioner's Mailing Address: _____

City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

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 _____ 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: \$ _____ (_____)
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 _____

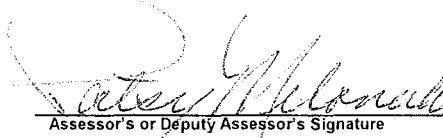
By _____
Agent's Signature*

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)		
R0164307		Tax Year: 2015		
	Actual	Assessed	Tax	
Original	248799	72150	13472.43	
Corrected	2576	730	136.31	
Abate/Refund	246289	71420	13336.11	
<input checked="" 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:	2015	Protest?	<input checked="" 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'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 10/04/10, at which meeting there were present the following members:

STEVE O'DORISIO, EVA HENRY, CHAZ TEDESCO,
ERIK HANSEN, JAN PAWLONSKI

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 FATSY MEIDNARIS (*being present--not present*) and

Petitioner HW2 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:

2015 2510 13,330.11
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 / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	GATEWAY INDUSTRIAL THREE LLC C/O THE PAULS CORPORATION
ACCOUNT#	R0108359
PARCEL#	01821-28-0-06-013

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$5,214,913	\$1,512,320	114.467	\$173,110.73
REVISED	\$4,605,182	\$1,335,500	114.467	\$152,870.68
ABATED	\$609,731	\$176,820	114.467	\$20,240.05

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

THE ABATEMENT PETITION FOR TAX YEAR 2015 HAS BEEN APPROVED TO MATCH THE 2016 STIP @ \$4605182

RECEIVED
AUG 18 2015
Office of the
Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
 (Use Assessment Commission's Website)

RECEIVED

Section I: Petitioner, please complete Section I only.

JUL 21 2016

Date: July 19 2016
 Month Day Year

**OFFICE OF THE
 ADAMS COUNTY ASSESSOR**

Petitioner's Name: Gateway Industrial Three, 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

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
R0108359	17900 E. 32nd Avenue

Petitioner states that the taxes assessed against the above property for the property tax year 2015 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. Attach additional sheets if necessary.)

See Exhibit 1 attached hereto and made an integral part hereof.

Petitioner's estimate of value: \$ 4,605,182 (2015)
 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.

By Brenda E. Fearnor Daytime Phone Number ()
 Petitioner's Signature
 By Brenda E. Fearnor Daytime Phone Number 303.757.8865
 Agent's Signature

B/E: Brenda E. Fearnor 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)			
	Actual	Assessed	Tax
Original	<u>5,214,932</u>	<u>15,023,220</u>	<u>178,110.73</u>
Corrected	<u>4,057,182</u>	<u>13,753,711</u>	<u>152,570.68</u>
Abate/Refund	<u>1,097,750</u>	<u>1,269,509</u>	<u>22,240.05</u>

SCANNED
JUL 21 2016

Assessor recommends approval as outlined above.
 No protest was filed for the year: 2015 (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 section 39-10-114 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 \$1,000)

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 one thousand dollars 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 10/04/10, at which meeting there were present the following members:
STEVE O'DORISIO Month Day Year

with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and Assessor PATSY MELONAKIS Name (being present--not present) and petitioner COLEBY INDUSTRIAL LLC 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 the petition be (approved--approved in part--denied) with an abatement/refund as follows:

<u>2015</u>	<u>4,100,182</u>	<u>20,240.05</u>
<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 \$1,000 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 \$1,000)

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	COMMERCENTER NO.22 LIMITED LIABILITY COMPANY/C/O MAJESTIC REALY CC
ACCOUNT#	R0132030
PARCEL#	01821-27-1-02-002

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$8,100,000	\$2,349,000	132.645	\$311,583.11
REVISED	\$7,603,572	\$2,205,040	132.645	\$292,487.53
ABATED	\$496,428	\$143,960	132.645	\$19,095.57

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

THE 2015-16 APPEALS HAVE BEEN STIPULATED @ \$7,603,572.

RECEIVED
AUG 18 2015
Office of the
Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

RECEIVED

MAY 27 2016

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

Section I: Petitioner, please complete Section I only.

Date: May 25 2016
Month Day Year

Petitioner's Name: Commercenter No. 22, 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

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
R0132030	3543 N. Windsor Drive

Petitioner states that the taxes assessed against the above property for the property tax year 2015 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. Attach additional sheets if necessary.)

See Exhibit 1 attached hereto and made an integral part hereof.

Petitioner's estimate of value: \$ 7,534,500 (2015)
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 Daytime Phone Number ()

By Brenda C. Feary Daytime Phone Number (303) 757.8868
Agent's Signature

34. Brenda C. Feary, 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: 2015

	Actual	Assessed	Tax
Original	<u>8106600</u>	<u>3349000</u>	<u>311583.11</u>
Corrected	<u>7603572</u>	<u>2205000</u>	<u>292457.53</u>
Abate/Refund	<u>496428</u>	<u>113900</u>	<u>19095.57</u>

Assessor recommends approval as outlined above.
 No protest was filed for the year 2015 (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 section 39-10-114 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 \$1,000)

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 one thousand dollars 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:

	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 10 104 110, 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 taxpayer and the Assessor of said County and Assessor PATSY MELONAKIS (being present--not present) and petitioner COMMER CENTER NO22, LLC (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:

2015 7,403,572 19,095.57
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 \$1,000 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 \$1,000)

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

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

Secretary's Signature Property Tax Administrator's Signature Date

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	COMMERCENTER NO.23 LLC
ACCOUNT#	R0132031
PARCEL#	01821-27-1-02-001

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$11,343,975	\$3,289,750	132.645	\$436,368.89
REVISED	\$10,643,724	\$3,086,680	132.645	\$409,432.67
ABATED	\$700,251	\$203,070	132.645	\$26,936.22

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

THE 2015-16 APPEALS HAVE BEEN STIPULATED @ \$10,643,724

RECEIVED
AUG 18 2015
Office of the
Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
 (Use Assessor's or Commissioners' Date Stamp)

RECEIVED

MAY 27 2016

**OFFICE OF THE
 ADAMS COUNTY ASSESSOR**

Section I: Petitioner, please complete Section I only.

Date: May 25 2016
 Month Day Year

Petitioner's Name: Commercenter No. 23, 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

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0132031</u>	<u>3695 N. Windsor Drive</u>

Petitioner states that the taxes assessed against the above property for the property tax year 2015 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. Attach additional sheets if necessary.)

See Exhibit 1 attached hereto and made an integral part hereof.

Petitioner's estimate of value: \$ 10,552,000 (2015)
 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 Daytime Phone Number (_____) _____

By [Signature] _____ Daytime Phone Number (303) 757-8805
 Agent's Signature

St. Brandon C. Feant, 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: 2015

	Actual	Assessed	Tax
Original	<u>11,749,975</u>	<u>2,289,750</u>	<u>436,368.89</u>
Corrected	<u>10,649,704</u>	<u>2,086,180</u>	<u>409,432.67</u>
Abate/Refund	<u>700,251</u>	<u>203,070</u>	<u>26,936.22</u>

Assessor recommends approval as outlined above.
 No protest was filed for the year: 2015 (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 section 39-10-114 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 \$1,000)

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 one thousand dollars 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 10 04 10, 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 taxpayer and the Assessor of said County and Assessor TATSY MEIDONAKIS (being present--not present) and petitioner COMMERCENTER NO 23, LLC (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:

2015 10,1043,724 210,930.22
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 \$1,000 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 \$1,000)

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	COMMERCENTER 24 LIMITED LIABILITY CO
ACCOUNT#	R0172865
PARCEL#	01821-27-1-03-001

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$8,726,175	\$2,530,590	132.645	\$335,670.11
REVISED	\$8,187,518	\$2,374,380	132.645	\$314,949.64
ABATED	\$538,657	\$156,210	132.645	\$20,720.48

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

THE 2015-16 APPEALS HAVE BEEN STIPULATED @ 8,187,518

RECEIVED
AUG 18 2015

Office of the
Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

RECEIVED
MAY 27 2016
OFFICE OF THE
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: May 25 2016
Month Day Year

Petitioner's Name: Commercenter No. 24, 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

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0172865</u>	<u>3500 Windsor Drive</u>

Petitioner states that the taxes assessed against the above property for the property tax year 2015 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. Attach additional sheets if necessary.)

See Exhibit 1 attached hereto and made an integral part hereof.

Petitioner's estimate of value: \$ 8,116,900 (2015)
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.

By: Brenda E. Fearns Daytime Phone Number ()
 Agent's Signature Daytime Phone Number 303.757.8865
 By: Brenda E. Fearns 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 <u>2015</u>		
	Actual	Assessed	Tax
Original	<u>8,726,175</u>	<u>2,530,590</u>	<u>335,670.11</u>
Corrected	<u>8,117,518</u>	<u>2,374,300</u>	<u>314,949.64</u>
Abate/Refund	<u>538,657</u>	<u>156,290</u>	<u>20,720.48</u>

Assessor recommends approval as outlined above.
 No protest was filed for the year: 2015 (If a protest was filed, please attach a copy of the NOD.)
 Assessor recommends denial for the following reason(s):

[Signature]
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 section 39-10-114 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 \$1,000)

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 one thousand dollars 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 10/04/10, 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 taxpayer and the Assessor of said County and Assessor FATSY MEIDONAKIS (~~being present--not present~~) and petitioner COMMERCENTER NO. 24 LLC (~~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:

<u>2015</u>	<u>\$,187,518</u>	<u>70,720.48</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 _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$1,000 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 \$1,000)

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	COMMERCENTER NO 25/26 LLC/ C/O MAJESTIC REALTY CO
ACCOUNT#	R0172868
PARCEL#	01821-27-1-03-003

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$8,177,400	\$2,371,450	132.645	\$314,560.99
REVISED	\$7,679,458	\$2,227,040	132.645	\$295,405.72
ABATED	\$497,942	\$144,410	132.645	\$19,155.26

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

„THE 2015-16 APPEALS HAVE BEEN STIPULATED @ 7,679,458

RECEIVED
AUG 18 2015

Office of the
Adams County Attorney

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: May 25 2016
Month Day Year

Petitioner's Name: Commercenter No. 25/26, 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

RECEIVED
MAY 27 2016
OFFICE OF THE
ADAMS COUNTY ASSESSOR

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0172868</u>	<u>19755 E.35th Drive</u>

Petitioner states that the taxes assessed against the above property for the property tax year 2015 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. Attach additional sheets if necessary.)

See Exhibit 1 attached hereto and made an integral part hereof.

Petitioner's estimate of value: \$ 7,606,500 (2015)
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.

Brenda L. Fearn Petitioner's Signature Daytime Phone Number ()
Brenda L. Fearn Agent's Signature Daytime Phone Number (303) 757-8806
34: Brenda L. Fearn, 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 2015

	Actual	Assessed	Tax
Original	<u>8,177,400</u>	<u>2,277,450</u>	<u>3,145,60.99</u>
Corrected	<u>7,679,458</u>	<u>2,227,040</u>	<u>2,924,05.72</u>
Abate/Refund	<u>497,942</u>	<u>144,410</u>	<u>19,155.26</u>

Assessor recommends approval as outlined above.
 No protest was filed for the year: 2015 (If a protest was filed, please attach a copy of the NOD.)
 Assessor recommends denial for the following reason(s):

[Signature]
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 section 39-10-114 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 \$1,000)

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 one thousand dollars 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 10/24/10, 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 taxpayer and the Assessor of said County and Assessor PATSY MELNIAKIS (*being present--not present*) and petitioner COMMERCENTER NO 251/20 (*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:

<u>2015</u>	<u>7,679,458</u>	<u>19,155.20</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 _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$1,000 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 \$1,000)

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	COMMERCENTER NO 25/26 LLC/ C/O MAJESTIC REALTY CO
ACCOUNT#	R0172867
PARCEL#	01821-27-1-03-002

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$8,730,175	\$2,531,750	132.645	\$335,823.98
REVISED	\$8,191,280	\$2,375,470	132.645	\$315,094.22
ABATED	\$538,895	\$156,280	132.645	\$20,729.76

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

„THE 2015-16 APPEALS HAVE BEEN STIPULATED @ 8,191,280

RECEIVED
AUG 18 2016
Office of the
Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

RECEIVED
MAY 27 2016
OFFICE OF THE
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: May 25 2016
Month Day Year

Petitioner's Name: Commercenter No. 25/26 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

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
R0172867	19655 E. 35th Drive

Petitioner states that the taxes assessed against the above property for the property tax year 2015 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. Attach additional sheets if necessary.)

See Exhibit 1 attached hereto and made an integral part hereof.

Petitioner's estimate of value: \$ 8,120,700 (2015)
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.

By Brenda L. Fearn Petitioner's Signature Daytime Phone Number ()
By Brenda L. Fearn for Sterling Property Tax Specialists, Inc. Agent's Signature Daytime Phone Number 303.757.8865
*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 2015

	Actual	Assessed	Tax
Original	<u>8,736,175</u>	<u>2,531,750</u>	<u>\$ 235,823.98</u>
Corrected	<u>8,191,280</u>	<u>2,275,470</u>	<u>\$ 215,094.22</u>
Abate/Refund	<u>534,895</u>	<u>156,280</u>	<u>\$ 20,729.76</u>

Assessor recommends approval as outlined above.
No protest was filed for the year: 2015 (If a protest was filed, please attach a copy of the NOD.)
 Assessor recommends denial for the following reason(s):

Wesley H. Melovich
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 section 39-10-114 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 \$1,000)

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 one thousand dollars 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 10/04/16, 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 taxpayer and the Assessor of said County and Assessor PATSY MELONAKIS (being present--not present) and petitioner COMMERCENTER NO. 25/2104 (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:

<u>2015</u>	<u>\$191,280</u>	<u>20,729.76</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 _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$1,000 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 \$1,000)

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	TKG SHERIDAN CROSSING DEVELOPMENT LLC
ACCOUNT#	R0116147
PARCEL#	01719-06-2-02-006

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$5,613,150	\$1,627,810	114.467	\$186,330.53
REVISED	\$5,060,000	\$1,467,400	114.467	\$167,968.88
ABATED	\$553,150	\$160,410	114.467	\$18,361.65

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

THE 2016 CBOE HAS BEEN STIPULATED AT \$5,060,000.

RECEIVED
 AUG 18 2016
 Office of the
 Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received: **RECEIVED**
(Use Assessor's or Commissioner's Office Seal or Stamp)

Section I: Petitioner, please complete Section I only.

JUL 19 2016

Date: 7 18 2016
Month Day Year

OFFICE OF THE
ADAMS COUNTY ASSESSOR

Petitioner's Name: TKG Sheridan Crossing Development LLC

Petitioner's Mailing Address: PO Box 35547
Tulsa OK 74153-0547
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0116147</u>	<u>4830 W. 120th Ave, Westminster</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 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.)

APPROVED

Petitioner's estimate of value: \$ 4360663 (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.

See Attached Authorization
Petitioner's Signature Daytime Phone Number ()

By Jerry Sillman
Agent's Signature Daytime Phone Number (918) 744-6384 X 232

*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: 2015

	Actual	Assessed	Tax
Original	<u>57613150</u>	<u>1627810</u>	<u>186330.53</u>
Corrected	<u>5060000</u>	<u>1467400</u>	<u>167968.88</u>
Abate/Refund	<u>553150</u>	<u>160410</u>	<u>18361.65</u>

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: 2015 Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

[Signature]
Assessor's or Deputy Assessor's Signature

SCANNED

JUL 21 2016

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 01/04/10, 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 JATSI MELONAKIS (being present--not present) and Petitioner TRG SHERIDAN CROSSING DEVELOPMENT, LLC (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>2015</u>	<u>5,000,000</u>	<u>19,361.65</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

APPROVED

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	GATEWAY INDUSTRIAL TWENTY LLC
ACCOUNT#	R0139064
PARCEL#	01821-28-3-01-001

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$6,039,563	\$1,751,470	114.467	\$200,485.52
REVISED	\$5,333,414	\$1,546,690	114.467	\$177,044.96
ABATED	\$706,149	\$204,780	114.467	\$23,440.55

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

THE ABATEMENT PETITION FOR TAX YEAR 2015 HAS BEEN APPROVED TO MATCH THE 2016 STIP @ \$5,333,414

RECEIVED
 AUG 18 2016
 Office of the
 Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
 (Use Assessor or Commissioner's Seal/Stamp)

RECEIVED

JUL 21 2016

**OFFICE OF THE
 ADAMS COUNTY ASSESSOR**

Section I: Petitioner, please complete Section I only.

Date: July 19 2016
 Month Day Year

Petitioner's Name: Gateway Industrial Twenty, 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

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0139064</u>	<u>17650 E. 32nd Place</u>

Petitioner states that the taxes assessed against the above property for the property tax year 2015 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. Attach additional sheets if necessary.)

See Exhibit 1 attached hereto and made an integral part hereof.

Petitioner's estimate of value: \$ 5,333,414 (2015)
 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.

By: Brenda L. Yearn Petitioner's Signature Daytime Phone Number (_____)

By: Brenda L. Yearn Agent's Signature Daytime Phone Number 303.757.8865

By: Brenda L. Yearn, 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 <u>2015</u>		
	Actual	Assessed	Tax	
Original	<u>6099563</u>	<u>1751470</u>	<u>200485.52</u>	
Corrected	<u>5333414</u>	<u>1576690</u>	<u>177044.96</u>	
Abate/Refund	<u>76649</u>	<u>224780</u>	<u>23440.55</u>	

Assessor recommends approval as outlined above.
 No protest was filed for the year: 2015 (If a protest was filed, please attach a copy of the NOD.)
 Assessor recommends denial for the following reason(s):

[Signature]
 Assessor's or Deputy Assessor's Signature

SCANNED
JUL 21 2016

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to section 39-10-114 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 \$1,000)

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 one thousand dollars 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 10, 04, 10, 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 taxpayer and the Assessor of said County and Assessor PATSY MELONAKIS (being present--not present) and petitioner GAILEWAY INDUSTRIAL TRACT (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:

<u>2010</u>	<u>5,333,414</u>	<u>23,440.55</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 _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$1,000 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 \$1,000)

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

APPROVED APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	GATEWAY INDUSTRIAL NINE LLC C/O THE PAULS CORPORATION
ACCOUNT#	R0110355
PARCEL#	01821-28-0-04-008

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$6,352,825	\$1,842,320	114.467	\$210,884.84
REVISED	\$5,610,054	\$1,626,920	114.467	\$186,228.65
ABATED	\$742,771	\$215,400	114.467	\$24,656.19

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

THE ABATEMENT PETITION FOR TAX YEAR 2015 HAS BEEN APPROVED TO MATCH THE 2016 STIP @ \$5,610,054

RECEIVED
 AUG 18 2016
 Office of the
 Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

RECEIVED

JUL 21 2016

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

Section I: Petitioner, please complete Section I only.

Date: July 19 2016
Month Day Year

Petitioner's Name: Gateway Industrial Nine, 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

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0110355</u>	<u>17750 E. 32nd Place</u>

Petitioner states that the taxes assessed against the above property for the property tax year 2015 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. Attach additional sheets if necessary.)

See Exhibit 1 attached hereto and made an integral part hereof.

Petitioner's estimate of value: \$ 5,610,054 (2015)
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 Daytime Phone Number ()

By Brenda L. Fearn Daytime Phone Number 303.757.8865
Agent's Signature

*Letter of agency must be attached when petition is submitted by an agent. B.L. Fearn, for Sterling Property Tax Specialists, Inc.

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: <u>2015</u>	
Actual	Assessed Tax
Original <u>6352825</u>	<u>1842320</u> <u>210884.84</u>
Corrected <u>5200054</u>	<u>1626920</u> <u>186228.65</u>
Abate/Refund <u>742771</u>	<u>215400</u> <u>24652.19</u>

SCANNED
JUL 21 2016

Assessor recommends approval as outlined above.
No protest was filed for the year: 2015 (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 section 39-10-114 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 \$1,000)

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 one thousand dollars 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 10 / 24 / 10, 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 taxpayer and the Assessor of said County and Assessor PATSY MEIDONAKIS (being present--not present) and petitioner GATEWAY INDUSTRIAL NINE (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:

<u>2015</u>	<u>5,100,054</u>	<u>24,000.19</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 _____, _____.

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$1,000 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 \$1,000)

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

APPROVED APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	GATEWAY INDUSTRIAL TEN LLC C/O THE PAULS CORPORATION
ACCOUNT#	R0111258
PARCEL#	01821-28-0-04-009

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$5,551,025	\$1,609,800	114.467	\$184,268.98
REVISED	\$4,902,000	\$1,421,580	114.467	\$162,724.00
ABATED	\$649,025	\$188,220	114.467	\$21,544.98

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

THE ABATEMENT PETITION FOR TAX YEAR 2015 HAS BEEN APPROVED TO MATCH THE 2016 STIP @ \$4902000

RECEIVED
AUG 18 2016
Office of the
Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
 (Use Assessor's or Comptroller's Date Stamp)

RECEIVED

JUL 21 2016

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

Section I: Petitioner, please complete Section I only.

Date: July 19 2016
 Month Day Year

Petitioner's Name: Gateway Industrial Ten, 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

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0111258</u>	<u>17850 E. 32nd Place</u>

Petitioner states that the taxes assessed against the above property for the property tax year 2015 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. Attach additional sheets if necessary.)

See Exhibit 1 attached hereto and made an integral part hereof.

Petitioner's estimate of value: \$ 4,902,000 (2015)
 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 Daytime Phone Number ()

By Brenda K. Feare Daytime Phone Number 303.757.8805
 Agent's Signature

Attn: Brenda L. Feare, 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 <u>2015</u>		
	Actual	Assessed	Tax	
Original	<u>535,102.5</u>	<u>1,609,800</u>	<u>184,268.98</u>	
Corrected	<u>4902,000</u>	<u>1,441,580</u>	<u>162,724.00</u>	
Abate/Refund	<u>249,025</u>	<u>188,220</u>	<u>215,544.98</u>	

Assessor recommends approval as outlined above.
 No protest was filed for the year: 2015 (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

JUL 21 2016

APPROVED

ABATEMENT / VACANT LAND

APPROVAL STATUS APPROVED

NAME	HW2 LLC
ACCOUNT#	R0164307
PARCEL#	01721-13-2-02-001

TAX YEAR	2013			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$248,799	\$72,150	183.057	\$13,207.56
REVISED	\$2,085	\$600	183.057	\$109.83
ABATED	\$246,714	\$71,550	183.057	\$13,097.73

TAX YEAR	2014			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$248,799	\$72,150	185.311	\$13,370.19
REVISED	\$2,085	\$600	185.311	\$111.19
ABATED	\$246,714	\$71,550	185.311	\$13,259.00

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2013 AND 2014 VALUE TO AGRICULTURAL CLASSIFICATION AND VALUE PER FIELD CHECK AND DOCUMENTATION PROVIDED

Adams County Assessor's Office
Patsy Melonakis, Assessor

RECEIVED
AUG 18 2016
Office of the
Adams County Attorney

ASSESSOR'S RECOMMENDATION FOR ABATEMENT

Parcel #

1721-13-2-02-001

Account #

R0164307

Owner's name:

HW2 LLC
3535 Larimer St.
Denver, CO 80205

Representative/Agent:

1st Net Real Estate Services, Inc.
3333 S. Wadsworth Blvd. Suite 200
Lakewood, CO 80227

Commercial

YEAR	2013		2014	
	ACTUAL VALUE	ASSESSED VALUE	ACTUAL VALUE	ASSESSED VALUE
IMPROVEMENT VALUE	\$0.00	\$0.00	\$0.00	\$0.00
OUTBUILDINGS VALUE	\$0.00	\$0.00	\$0.00	\$0.00
LAND VALUE	\$248,799.00	\$72,151.71	\$248,799.00	\$72,151.71
TOTAL VALUE	\$248,799.00	\$72,151.71	\$248,799.00	\$72,151.71
MILL LEVY		183.057		185.311
TAX LIABILITY		\$13,207.88		\$13,370.51

Agricultural

AFTER ADJUSTMENTS

YEAR	2013		2014	
	ACTUAL VALUE	ASSESSED VALUE	ACTUAL VALUE	ASSESSED VALUE
IMPROVEMENT VALUE	\$0.00	\$0.00	\$0.00	\$0.00
OUTBUILDINGS VALUE	\$0.00	\$0.00	\$0.00	\$0.00
LAND VALUE	\$2,085.00	\$604.65	\$2,085.00	\$604.65
TOTAL VALUE	\$2,085.00	\$604.65	\$2,085.00	\$604.65
MILL LEVY		183.057		185.311
TAX LIABILITY		\$110.69		\$112.05
REFUND		\$13,097.19		\$13,258.46

SITUATION:

Property owner requesting agricultural land classification

ACTION:

Changing land classification to agricultural per field check and documentation provided.

Supervisor Approval: 

Appraiser: Jeremy Maldonado

Date: 5/5/16

Date: 5/4/2016

Adams County Assessor

Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

DEC 29 2015

Section I: Petitioner, please complete Section I only.

Date: December 23, 2015
Month Day Year

OFFICE OF THE
ADAMS COUNTY ASSESSOR

Petitioner's Name: HW2 LLC
Petitioner's Mailing Address: c/o 1st Net Real Estate Services, 3333 South Wadsworth Blvd., Suite 105
Lakewood CO 80227
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0164307, R0164308, R0164309</u>	<u>12450 East 104th Avenue, 10390 Highway 2</u>
<u>1721-13-2-02-001</u>	
<u>1721-14-1-01-001</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) 2013 and 2014 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.)

Please review the current assessment of \$346,778. The property was purchased by the current owner in March 2013. It is our understanding that the previous owner has used this property continuously in an agricultural way (farming...growing corn and wheat) for many years. Similarly, the current owner has continued to grow corn and wheat on the property. With no discontinuation of the ag use, the assessment classification should be changed from vacant land to ag land.

SCANNED
DEC 31 2015

Petitioner's estimate of value: \$ 800 (2013) and \$ 800 (2014)
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.

Petitioner's Signature _____ Daytime Phone Number (____) _____
By Mike Walter Agent's Signature* _____ Email _____
Daytime Phone Number (720) 962-5750
Email mwalter@1stnetre.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 <u>2013</u>			Tax Year <u>2014</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	<u>248,799</u>	<u>72150</u>	<u>\$13207.56</u>	<u>248,799</u>	<u>72150</u>	<u>\$13370.19</u>
Corrected	<u>2085</u>	<u>600</u>	<u>\$109.83</u>	<u>2085</u>	<u>600</u>	<u>\$111.19</u>
Abate/Refund	<u>246,714</u>	<u>71550</u>	<u>\$13097.73</u>	<u>246,714</u>	<u>71550</u>	<u>\$13259.00</u>

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: 2013 Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)
Tax year: 2014 Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

[Signature]
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 ADAMS County, State of Colorado, at a duly and lawfully called regular meeting held on 10/04/10, 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 PATRY MEONAKIS (being present--not present) and
Name
Petitioner HW2, 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 the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

<u>2013</u>	<u>2,085</u>	<u>13,097.93</u>	<u>2014</u>	<u>2,085</u>	<u>13,259.00</u>
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

APPROVED

ABATEMENT FOR TAX YEAR:		2015		
TODAYS DATE		06/02/16		
BUSINESS NAME:	5280 Armory			
ACCOUNT NUMBER:	P0033833			
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$1,250,113	\$362,530	118.015	\$42,783.98
REVISED VALUE	\$147,866	\$42,880	118.015	\$5,060.48
ABATED VALUE	\$1,102,247	\$319,650	118.015	\$37,723.49

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

Taxpayer reported nearly \$571,000 of real property that was inadvertently assessed as personal property. Additionally, taxpayer reported over \$645,000 in personal property that had not yet been placed in service as of 1-1-15, and therefore was not assessable for 2015.

RECEIVED
AUG 18 2015
Office of the
Adams County Attorney

RECEIVED
JUN 09 2016
OFFICE OF THE
ADAMS COUNTY ASSESSOR

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)

RECEIVED

JUN 09 2016

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

Section I: Petitioner, please complete Section I only.

Date: 06/02/2016
Month Day Year

Petitioner's Name: 5280 Amory

Petitioner's Mailing Address: PO BOX 38
Arvada CO 80001
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>P0033833</u>	<u>4781 W 58th Ave</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 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.)

The taxpayer reported real property that was inadvertently assessed as personal property. The taxpayer reported personal property that had not been placed into service as of the assessment date (1 January 2015).

Petitioner's estimate of value: \$ 147,866.00 (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.

Petitioner's Signature _____
By [Signature]
Agent's Signature

Daytime Phone Number () _____
Email _____
Daytime Phone Number 303.578-0285
Email ERIN@BBBCPA.BIZ

*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 2015

	Actual	Assessed	Tax
Original	<u>1,250,113</u>	<u>362,530</u>	<u>42,789.98</u>
Corrected	<u>1,478,666</u>	<u>42,880</u>	<u>5,060.48</u>
Abate/Refund	<u>1,102,247</u>	<u>319,650</u>	<u>37,729.49</u>

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 2015 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 10/04/15, 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 PATSY MELONAKIS (*being present--not present*) and Petitioner 5280 ARMORY (*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>2015</u>	<u>147,866</u>	<u>37,723.49</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 _____, _____.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 4, 2016
SUBJECT: Consent to Assignment and Assignment
FROM: Jeri Coin, on behalf of D. E. Ruppel, Airport Director
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION: N/A
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a resolution approving Consent to Assignment and Assignment of Lease with 37600 Cessna Way, LLC to Richard W. Norloff

BACKGROUND:

In 2005, the Front Range Airport ("Airport") entered into a Land Lease with AmJet, LLC, which was subsequently assigned to H2 Hangar, LLC ("Assignor") for certain real property known as 5195 Front Range Parkway, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131. By means of the attached Consent to Assignment and Assignment the Tenant desires to assign his right, title and interest in and to the Lease to Richard W. Norloff, ("Assignee") and Assignee, desires to take assignment of the Lease from Assignor.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
Consent to Assignment and Assignment
Land Lease
H2 Agreement of Purchase and Sale

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONSENT TO ASSIGNMENT AND ASSIGNMENT OF
LEASE WITH H2 HANGAR, LLC TO RICHARD W. NORLOFF

Resolution 2016-

WHEREAS, in 2005, the Front Range Airport (“Airport”) entered into a Lease with AmJet., LLC, which was subsequently assigned to H2 Hangar, LLC (“Assignor”) for certain real property known as 5195 Front Range Parkway, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131; and,

WHEREAS, the Assignor is the owner of an aircraft hangar located on the real property described in the aforementioned Land Lease; and,

WHEREAS, by means of the attached Consent to Assignment and Assignment the Assignor desires to assign its right, title and interest in and to the Lease to Richard W. Norloff, (“Assignee”) and Assignee desires to take assignment of the Lease from Assignor.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Consent to Assignment and Assignment of Land Lease dated September 14, 2005, from H2 Hangar, LLC, for the site known as 5195 Front Range Parkway, to Richard W. Norloff, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute said Consent to Assignment and Assignment on behalf of Adams County.

CONSENT TO ASSIGNMENT AND ASSIGNMENT

THIS AGREEMENT is made among Adams County, Front Range Airport (the "Airport"), H2 Hangar, LLC ("H2 Hangar"), 37600 Cessna Way, LLC ("Cessna Way", and together with H2 Hangar, the "Assignors"), and Richard W. Norloff (the "Assignee").

BASIS FOR AGREEMENT

- A. On September 14, 2005, Amjet, LLC, entered into a lease with Airport for certain real property known as 5195 Front Range Parkway, Watkins, CO 80137, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131, (as amended, the "Lease"), a copy of which lease, as amended, is attached hereto as Exhibit A.
- B. Cessna Way, as the successor-in-interest to Amjet, LLC with respect to the Lease, is the owner of an aircraft hangar building located on the real property described in the aforementioned Lease, and has leased all of its right, title and interest in and to such improvements and the land thereunder to H2 Hangar (collectively, the "H2 Property") pursuant to a Sublease dated July 12, 2016.
- C. Assignors collectively desire to assign all their right, title and interest in and to the Lease (but solely with respect to the H2 Property) and the Sublease (collectively, the "Purchased Property") to Assignee, and Assignee desires to take assignment from Assignors of the Purchased Property, including such portion of the Lease related to the H2 Property.
- D. Under the terms of the Lease, such assignment is subject to approval by the Airport.

CONSIDERATION

In consideration of the foregoing facts and the mutual promises set forth below, the parties agree as follows.

TERMS AND CONDITIONS

- 1. Each Assignor hereby assigns all its right, title and interest in and to the Purchased Property to Assignee. The parties agree that Assignor shall continue to be responsible for all liabilities, claims, civil actions, and warranties incurred by Cessna Way arising from Cessna Way's tenancy under the Lease with respect to the H2 Property from March 21, 2013, through the transfer date. The Parties acknowledge and agree this assignment shall not include any portion of the Lease or the properties and assets thereunder except for the Purchased Property.
- 2. In accordance with Section 15 b. of the Lease, Airport hereby grants its approval for the assignment of such portion of the Lease that relates to the H2 Property.

3. The parties acknowledge and agree that from and after the date hereof, (a) Assignee shall be deemed to be the "Tenant" under the Lease solely with respect to the H2 Property; and Cessna Way shall cease to be the Tenant, and is hereby released as the Tenant, under the Lease solely with respect to the H2 Property. The foregoing acknowledgement and release shall not affect Cessna Way's rights or obligations and the Tenant under the Lease with respect to all property there under other than the H2 Property.
4. From and after the transfer date, Assignee shall be bound by all the terms and conditions of the Lease but solely with respect to the provisions thereof related to the H2 Property, and in the event of Assignee's default, bankruptcy or other event described in Section 13 of the Lease, Assignee indemnifies Assignor, and holds Assignor harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

IN WITNESS WHEREOF, this Agreement has been executed by parties hereto as of the ____ day of _____ 2016.

ASSIGNORS:

ASSIGNEE:

Cessna Way, LLC

By: [Signature] Manager

[Signature]
Richard W. Norloff

By: Sandra R. Greene Mgr

H2 Hangar LLC

By: [Signature] Manager

By: Sandra R. Greene Mgr

CONSENT:

ATTEST:

ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS.

By: _____
Chairperson

By: _____
County Attorney's Office

**FRONT RANGE AIRPORT
MODULE #2
MASTER (PREMISES) LEASE**

THIS LEASE is made and entered into this 14th day of September 2005, (the "Effective Date") by and between the FRONT RANGE AIRPORT AUTHORITY, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137 ("Landlord"), and AMJET, LLC located at 12417 E. Amherst Circle, Aurora, Colorado 80014 ("Tenant") (Landlord and Tenant are also referred to herein individually as "Party" or collectively as the "Parties").

WITNESSETH

WHEREAS, pursuant to that certain Option to Lease Agreement ("Option Agreement"), dated January 8, 2003, Tenant has exercised its option to lease certain parcel(s) of land from Landlord in Module #2 of the Front Range Airport (the "Airport"), in Adams County, Colorado, and the Parties desire to set forth the terms and conditions of such lease herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Parties agree as follows:

1. Lease and Description of Premises. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord certain parcel(s) of land at the Airport, the configuration and legal description of which are set forth in Exhibit A attached hereto and made a part hereof (hereinafter, the "Premises") together with all rights, privileges, easements and appurtenances pertaining thereto. Possession of the Premises shall be delivered by Landlord to Tenant on the Effective Date. This Lease shall not in any way be interpreted as creating or vesting a fee ownership interest in the Tenant or any of the occupants of the Premises.

2. Use of Premises. The Premises are to be used for the construction and use of corporate and other hangars and other aeronautical improvements, subject and pursuant to this Lease. Tenant shall conduct and carry on, on the Premises, only the business for which the Premises are leased, and shall not use the Premises for illegal purposes.

a. The aircraft hangar buildings constructed on the Premises and the leasehold interest created hereby are to be used for aeronautical-related purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with aircraft ownership. Aircraft

stored in the hangar must meet the Taxilane Object Free Area Width for airplanes, as defined in FAA AC150/5300-13 Airport Design\Chapter 4, Taxiway and Taxilane Design, nor weigh more than design criteria. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Use of Airport Property. Tenant shall have the right to non-exclusive use of any and all taxiways, runways, roads, accessways and other areas of the Airport not within the exclusive use of other tenants or Landlord, subject to Landlord's rules and regulations. Tenant may grant or assign such non-exclusive rights to any Subtenant. Tenant shall provide Landlord a fully executed copy of all Subtenant Agreements.

4. Subject to Laws and Regulations. Tenant agrees that it shall be subject to all applicable federal, state and local laws, regulations and ordinances. Tenant acknowledges that it is also subject to the Front Range Airport Authority Minimum Standards, as revised (the "Minimum Standards"). In the event any terms or conditions of this Agreement conflict with the Minimum Standards or the Development Regulations, as discussed in Paragraph 8 below, the terms of Minimum Standards and Development Regulations shall control.

5. Term. The initial term of this Lease shall be fifty (50) years, commencing on the Effective Date (the "Initial Term"). At the option of Tenant, this Lease may be extended, from and after the expiration of the Initial Term, for an additional period of ten (10) years (the "First Extension Term"), and may also be extended a second time, from and after the expiration of the First Extension Term, for an additional ten (10) year period (the "Second Extension Term"). Tenant may exercise its options to extend the term of this Lease by giving written notice to Landlord no later than ninety (90) days prior to the end of the Initial Term or First Extension Term. Failure to extend this Lease for the First Extension Term will void Tenant's option to extend this Lease for the Second Extension Term.

6. Hold Over. If Tenant retains possession of the Premises after the expiration or termination of this Lease, and after Landlord has given Tenant notice to vacate, Tenant shall pay Landlord rent in an amount equal to double the rent in effect upon such expiration or termination of this Lease, pro-rated on a daily basis until possession is delivered to Landlord. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, terminable by either Party at any time upon not less

than ten (10) days notice, with all other terms and conditions of this Lease applicable.

7. Rent.

a. Initial Term. Tenant agrees to pay Landlord annual rent for the Premises, for the period commencing on the Effective Date through and including December 31 of the calendar year which is five (5) years after the Effective Date, at the rate of Nine Cents (\$0.09) per square foot, multiplied by the number of square feet contained within the Premises, as shown on Exhibit A. Thereafter the annual rent shall increase at the rate of three percent (3%) per annum for the remainder of the Initial Term.

b. Extension Term(s). If Tenant exercises its option to extend this Lease for the First or Second Extension Term, the annual rent throughout those Extension Terms shall be equal to the unimproved land lease rate per square foot charged by Landlord at Front Range Airport as of the date of commencement of such Extension Term, which shall be evidenced by the rental rates set forth in leases of unimproved land between Landlord and third parties entered into within eighteen (18) months prior to the commencement of such Extension Term.

c. Costs for Maintenance of Airport Property. Tenant agrees to pay Landlord a proportionate share of the costs of maintenance of such roads, taxiways, aprons and landscaped areas, if any, in the common areas of Module #2 depicted in the Master Plan attached to the Option Agreement. Tenant's proportionate share of such costs shall be a fraction, the numerator of which is the amount of land contained within the Premises, as depicted in Exhibit A hereto and as modified by any as-built survey pursuant to Paragraph 8(g) below, and the denominator of which is the total amount of land contained within all the Premises in Module #2, as depicted in the Master Plan attached to the Option Agreement. Landlord and Tenant agree to use best efforts to cost share infrastructure with other users.

d. Payment of Rent. Rent and all other payments due hereunder shall be mailed or delivered by hand to the Front Range Airport Authority, 5200 Front Range Parkway, Watkins, Colorado 80137. Rent shall be due and owing on January 1st of each year of this Lease. However, on the Effective Date Tenant shall pay Landlord pro-rata rent for that portion of the year from the Effective Date through the end of that year. Tenant shall also pay pro-rata rent

for that portion of the year in which the term of this Lease, or any extension thereof, expires. In the event that rent is not paid within ten (10) days after January 1st, Tenant shall pay upon any late installment of rent a one-time late charge penalty equal to five percent (5%) of the amount of such rent due and payable.

8. Construction of Improvements.

a. General Provisions. Any construction of buildings and other improvements proposed to be constructed on the Premises shall be approved by Landlord in writing prior to commencement of construction, as outlined in The Front Range Airport Authority Development Policy and Application Procedures for Aeronautical and Non-Aeronautical Land Use at Front Range Airport, as revised ("Development Regulations"), which approval shall not be unreasonably withheld or delayed. Any buildings and other improvements shall be constructed in accordance with design plans and specifications, including drawings and elevations showing the dimensions, appearance, exterior characteristics and color of the finished buildings, to be filed with and approved by Landlord prior to commencing construction, which approval shall not be unreasonably withheld or delayed. It shall be the responsibility of the Tenant to secure and maintain, at Tenant's sole expense, all permits and approvals required for the use of the Premises and construction of any buildings and other improvements thereon. Landlord agrees to cooperate with and use its best faith efforts to assist Tenant in securing all such permits and approvals. Tenant, its contractor(s) and subcontractor(s) shall only use "Construction Routes," as agreed by Landlord and Tenant to transport construction materials and equipment to and from the Premises. All such parties shall only use designated "Staging Areas," as agreed to by Landlord and Tenant for the storage of construction materials and equipment. The buildings and other improvements shall be placed at the locations shown on a plot plan to be submitted to the Adams County Building Department, which must be first approved by the Front Range Airport Authority, which approval shall not be unreasonably withheld or delayed. Tenant is responsible for the construction and/or installation of an apron to connect any building on the Premises to the taxi lane. Tenant shall remove any excess soil from construction from the Premises, and shall transport and deposit such soil on Landlord's property, as agreed by Landlord and Tenant. All buildings shall be used for the business purpose(s) set forth in Paragraph 2 of this Lease. Upon completion of Tenant's construction of any improvements on or outside the Premises, Tenant shall assign to the Authority any construction warranty

granted to Tenant by the contractor(s) who performed such work. Subject to such construction warranties, Tenant shall warrant all such construction on the Premises for a period of two (2) years and agrees to correct any such work found to be defective or deficient without cost to Landlord. This warranty cannot be assigned, transferred or delegated to Subtenants or any other person or entity without Landlord's prior written consent, which shall not be unreasonably withheld or delayed.

b. Buildings Constructed on Individual Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

i. All improvements shall be built in strict accordance with design plans and specifications, including floor plans and elevations showing the dimensions, appearance, interior characteristics and color of the finished building. Said plans and specifications shall be filed with and approved by the Landlord before construction commences as outlined in the Checklist for Hangar Construction attached hereto as Exhibit "B". Plans for construction on the Premises shall be presented to Landlord within thirty (30) days of execution of this Lease. Landlord's approval or disapproval of Tenant's plans shall be provided to Tenant within thirty (30) days after submission of those plans to Landlord by Tenant. Failure of the Airport to respond after 30 days shall constitute approval of the plans. Any disapproval shall state specifically the reasons for the disapproval. Tenant shall have the right to re-submit plans after any disapproval by Landlord. In the event of any disapproval by Landlord, both Landlord and Tenant shall have the right to terminate this Lease by providing written notice of termination to the other party within sixty (60) days of the date of Landlord's disapproval, in which case neither party shall have any further obligations to the other, provided, however, Tenant shall be entitled to a prorata refund of prepaid annual rent paid to Landlord.

ii. Buildings must be approved by the Adams County Building Department after the approval of the plans by the Landlord. The building may be used only for the purposes set forth in paragraph 2, above, and it shall be warranted by the Tenant against defects in workmanship or materials for a period of two years after completion. The Tenant hereby indemnifies the Landlord against any costs of warranty work. The Tenant's

warranty may not be assigned, transferred or delegated to anyone without the Landlord's prior written consent.

iii. Exterior building lighting shall comply with the Airports Minimum Standards as listed in the Development Policy & Application Procedures, Chapter V, D, and 9, Exterior Lighting. In addition and as a minimum, the lighting assemblies shall be surface mounted, as high on the building as possible, fixtures shall be high pressure sodium, fixtures shall be spaced one every 150 lineal feet of building and shall have a minimum of one fixture mounted on each exterior wall. Alternate lighting designs shall be considered based on a full lighting submittal package.

iv. All pavement sections shall be designed by a registered engineer and a registered engineering firm will provide quality control testing, construction observations and provide the Landlord with testing documentation.

c. Notice of Proposed Construction. Tenant shall file FAA Form 7460-1 with the Federal Aviation Administration at least thirty (30) days prior to the date of proposed construction.

d. Commencement of Construction. Unless construction is commenced within sixty (60) days of the Effective Date, this Lease shall become null and void, unless Landlord agrees to a longer period, which agreement shall not be unreasonably withheld or delayed in the event Tenant has requested the same in order to obtain any approvals needed from Landlord, Adams County, Colorado, or any other governmental entity, agency or authority having jurisdiction over the construction or any improvements, or Tenant is unable, despite reasonable efforts, to obtain construction financing within said time period. In the event this Lease terminates due to Tenant's failure to begin construction within the time frames set herein, as the same may be extended, Landlord shall retain any advance rent paid hereunder as liquidated damages and the Parties shall have no further rights or obligations hereunder.

e. Completion of Construction. Tenant shall complete the building(s) and other improvements and obtain a Certificate of Occupancy no later than one hundred eighty (180) days after the start of construction. Tenant shall not occupy or use any buildings hereinafter erected on the Premises until a Certificate of Occupancy thereof has been issued by Adams County. Should Tenant fail to

complete construction of any improvements pursuant to the terms of this Lease, and fails to continue and diligently pursue such completion of construction within thirty (30) days after receipt of written notice thereof from Landlord, Tenant agrees to pay Landlord the sum of monies as shall be necessary for Landlord, or its designee, to satisfactorily complete the improvements. Such monies shall be paid to Landlord within thirty (30) days after Tenant's receipt of invoices for such construction.

f. Force Majeure. Notwithstanding anything to the contrary contained herein, in the event Tenant is unable to begin or complete construction before the deadlines set forth herein, because of delays from acts of God, weather conditions, fire or other casualty, or any other circumstance beyond Tenant's control, the deadlines for commencement and completion of construction shall be extended for a period of time equal to the length of the delay(s). In the event of any such delay(s), Tenant shall give written notice thereof to Landlord as soon as practicable, but in no event later than twenty (20) days of its receipt of knowledge of such delay(s), which notice shall set forth the anticipated length of the delay(s).

g. Survey & Legal Description of Completed Construction. Upon completion of construction of the building and other improvements upon the Premises, Tenant will provide to Landlord, within ninety (90) days after the date of obtaining a Certificate of Occupancy for such building, an as-built survey of the Premises which will set forth the legal description of the Premises, the location of the building thereon, the square footage contained within the Premises and the location of all utilities, access and roadways. If the square footage contained within the Premises, based on the as-built survey, is five percent (5%) greater or less than the square footage of the Premises as depicted in Exhibit A of this Lease, then and in such event, an appropriate amendment to this Lease shall be executed, which amendment shall set forth an accurate legal description and square footage of the Premises, as well as any adjustments to the rent and other sums paid hereunder.

h. Signs. All signs are subject to the Airport's Minimum Standards and Landlord's written approval, which shall not be unreasonably withheld or delayed. If Tenant places any such signs or symbols, visible from a public area, that are not approved by Landlord, Landlord may demand their immediate removal at the cost of Tenant. The refusal of Tenant to comply with such demand within twenty (20) days of Landlord's demand will entitle Landlord to remove such signs

or symbols at Tenant's sole expense. At the termination of this Lease, Tenant will remove all such signs or Landlord may have signs removed at Tenant's expense. Tenant shall conform to all requirements of applicable laws and regulations and pay applicable fees pertaining to the installation and maintenance of any signage.

i. Mailboxes. Mailboxes as approved by the United States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

9. Parking of Vehicles and Aircraft.

a. Vehicles. Parking of vehicles will be permitted only in designated parking areas or within the hangars. Only operating vehicles will be parked on the Premises.

b. Aircraft. Tenant shall not park or leave aircraft on taxilways, taxiways or on the pavement adjacent to the Premises in a manner that unduly interferes with or obstructs access to adjacent hangars. Only airworthy aircraft will be parked on Tenant's apron, provided, however, that aircraft undergoing or awaiting repairs or maintenance may be parked.

10. Maintenance and Repairs. At all times during the term of this Lease, Tenant shall keep the Premises in clean, orderly and safe condition and in good repair, and shall maintain the Premises in accordance with all applicable laws. All maintenance and repairs on the Premises shall be at Tenant's sole cost and expense. If Tenant fails to so maintain the Premises after thirty (30) days written notice from Landlord, Landlord may perform such maintenance and bill Tenant for all costs incurred.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any dirt and/or mud that is tracked or blown upon the adjacent pavement areas or the construction site or related to the construction.

c. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 23 below shall apply.

d. Tenant understands that Adams County Building Department will not issue a Certificate of Occupancy until all items on the Checklist for Hangar Construction attached hereto as Exhibit "C" and incorporated herein by this reference have been completed to the satisfaction of the Airport.

11. Utilities. Tenant is responsible for bringing utilities from the present point of termination to the perimeter of the Premises. Tenant is responsible for installing remote readout water meters. Tenant is responsible for installing fire hydrants as required by the local fire department. Tenant must provide all necessary improvements within the perimeter of the Premises, including but not limited to paving, landscaping, buildings, parking, lighting, septic/sewer, gas, telephone and other facilities or utilities. All utilities shall be underground. After installation, pavement shall be repaired according to Airport standards. Tenant hereby covenants and agrees to pay water and sewer tap fees as stated in the Minimum Standards and all monthly or other regular charges for heat, light and water, and for all other public utilities which shall be used in or charged against the Premises during the term of this Lease. Landlord agrees to cooperate with Tenant in all matters discussed in this Paragraph.

12. Taxes and Governmental Fees. Tenant hereby covenants and agrees to pay all taxes that are assessed against the Premises during the term of this Lease. All fees due under applicable laws to the County or State on account of any inspection made of the Premises by any officer thereof shall be paid by Tenant.

13. Hazardous Substances. If Tenant transports, uses, stores or disposes of fuel, petroleum products and any other materials, including but not limited to hazardous material owned or used by it on the Airport, it shall do so in accordance with all applicable federal, state, local and Airport statutes, regulations, laws, rules and ordinances. No waste or hazardous materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of Tenant, Tenant shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of

such occurrence immediately. Should Tenant fail to perform its obligations under this Paragraph, Landlord may take any reasonable and appropriate action in Tenant's stead. Tenant shall pay the cost of such remedial action by Landlord.

14. Removal of Waste. Tenant, at its cost, shall be responsible for the placement of suitable trash containers for the removal of waste. Tenant shall not permit rubbish, junk, debris, waste materials or anything noxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard or conducive to deterioration to remain on any part of the Premises or to be disposed of improperly. Tenant shall not permit any wastes, liquids or other material to become a part of the effluent to the Landlord's sewage plant which would cause malfunction of the plant equipment or impede the normal chemical and biological workings of the plant process system.

a. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances, including the Front Range Airport, Spill Prevention Control and Countermeasure Plan (SPCC). No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the clean up, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

15. Sublease Assignment and Mortgage.

a. Sublease. Tenant may sublease the whole or portions of the Premises during the term of this Lease only to persons or entities who will occupy a portion of the Premises for the conduct of business consistent with the uses permitted herein and for no other purposes or uses (hereinafter, "Subtenant"). Each sublease of the whole or any portion of the Premises (hereinafter, "Sublease") shall be in writing and shall provide as follows:

i. That the Sublease is subject and subordinate to this Lease and to any extension, modifications or amendments thereof;

ii. That in the event of the cancellation or termination of this Lease prior to the expiration of the term hereof, Landlord agrees to automatically recognize and grant nondisturbance with respect to any Sublease. If requested at any time by a Subtenant, Landlord shall promptly execute and deliver a nondisturbance and attornment agreement for the benefit of such Subtenant and in a form reasonably acceptable to such Subtenant. For the purposes of this Lease, the term "Subtenant" shall include any sub-Subtenant, and the term "Sublease" shall include any sub-Sublease.

iii. Tenant agrees to provide Landlord with notice of each Subtenant's name, address and a contact person. Tenant also agrees to provide Landlord with each Subtenant's pertinent information regarding any airplanes owned by each Subtenant which may be used or stored on the Premises, including registration and identification numbers.

iv. In the event of any defaults under this Lease, Landlord shall give to any Subtenant of the Premises of which Landlord has been apprized in writing in the manner set forth herein, notice of any defaults of Tenant concurrently with the giving notice thereof to Tenant, and an opportunity to cure said default, as provided in Paragraph 23 hereinafter. Such notice shall be sent by registered or certified mail, return receipt requested, to any address designated by such Subtenant.

b. Assignment. Tenant shall have the right to assign this Lease in whole or in part with Landlord's consent, which consent will not be unreasonably withheld or delayed. In the event of an assignment of Tenant's interest hereunder, Tenant shall, from and after the effective date of such assignment, be relieved of all such assigned obligations that accrue hereunder subsequently to the date of such assignment or continue thereafter, provided that the assignee assumes such obligations.

c. Mortgage. Tenant may, at any time or from time to time, mortgage its leasehold interest in the Premises, provided written notice thereof is given to Landlord within thirty (30) days after the

execution of any such mortgage, which right, so long as Tenant is in compliance with all of the terms, conditions and provisions of this Lease, shall be a continuing right and shall not be deemed to be exhausted by the exercise thereof on one or more occasions. In addition, any mortgagee of the Premises shall be deemed to have agreed that in the event of any default by Tenant under this Lease which is not cured as provided herein by Tenant or such mortgagee, that Tenant's right to the leasehold estate created by this Lease may be terminated, and upon such termination, such mortgagee shall not thereafter have any rights whatsoever in this Lease, other than its rights under Paragraph 15(d) hereof to enter into a new lease. In the event of any defaults under this Lease, Landlord shall give to any mortgagee of the Premises of which Landlord has been apprized in writing in the manner hereinafter set forth, notice of any defaults of Tenant concurrently with the giving notice thereof to Tenant, and an opportunity to cure said default, as provided in Paragraph 23 hereinafter, plus such additional time as may be necessary for such mortgagee to obtain possession of the Premises by foreclosure if foreclosure should be necessary to permit such mortgagee to effect a cure. Such notice shall be sent by registered or certified mail, return receipt requested, to any address designated by such mortgagee. Landlord agrees that any and all mortgages and other encumbrances on the Premises shall be subordinate to all mortgages by Tenant of its leasehold interest in the Premises. Landlord agrees to execute such estoppel certificates as reasonably requested by any mortgagee of Tenant's leasehold interest in the Premises.

d. New Lease. Notwithstanding anything contained in this Lease to the contrary, if Landlord terminates this Lease for any reason, Landlord agrees to enter into a new lease for the Premises with any mortgagee (or its designee or assignee) or Subtenant of the leasehold estate (or its designee or assignee) for the remainder of the term of this Lease, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, provided that (i) such mortgagee or Subtenant shall make written request for such new lease within ninety (90) days after the date of such termination; (ii) such mortgagee or Subtenant will pay or cause to be paid to Landlord on the commencement date of the term of the new lease all sums then due and payable hereunder which Tenant would have been required to pay in the event Tenant's Lease had not been terminated, and agrees to cure, within a reasonable time after the effective date of such new lease, all nonmonetary defaults of Tenant under this Lease which remain uncured as of such date; and (iii) such mortgagee or Subtenant shall also reimburse the Landlord on

that date all expenses, including reasonable attorneys' fees, court costs and disbursements reasonably incurred by Landlord in connection with any such default and termination, as well as in connection with the execution and delivery of such new lease. If more than one mortgagee or Subtenant (or its designee) of any portion of the Premises shall desire to enter into such new lease under the circumstances as outlined hereinabove, the mortgagees of leased premises in the order of the priority of their mortgages (i.e., first mortgage, second mortgage) or Subtenants in order of earliest Sublease shall have the first opportunity to do so. However, and irrespective of any other provisions in this Lease to the contrary, if a mortgagee does not exercise its right to enter into a new lease with Landlord within the time periods and in accordance with the provisions set forth hereinabove in this sub-Paragraph (d), such mortgagee shall not thereafter have any rights whatsoever in this Lease or in any building(s) or improvements situated on the Premises, all interest therein having reverted to Landlord as the result of the termination of this Lease. The right of Subtenant(s) to enter into a new lease as provided in this sub-Paragraph (d) shall be in addition to the rights of Subtenant(s) to non-disturbance as provided in sub-Paragraph (a)(ii) above.

16. Access. Tenant will allow Landlord or its agents free access to the Premises at all reasonable times. Whenever practicable, Landlord will provide Tenant with a minimum of twenty-four (24) hours notice for the purpose of inspection of the Premises during normal business hours. Nothing herein shall be construed in any way as limiting the authority of Landlord to enter the Premises. In case of any emergency, Landlord shall have immediate access.

17. Insurance Requirements. Tenant shall at all times carry and maintain insurance in a company or companies which are reasonably acceptable to Landlord and in the forms, amounts and conditions as specified in the Front Range Airport Minimum Standards as amended from time to time.

a. Application of Insurance Proceeds in the Event of Loss.

i. If any improvements on the Premises are partially or totally destroyed by fire or other insured casualty during the term of this Lease, the proceeds of any insurance policy shall be used for the purpose of rebuilding such improvements and for the removal of any portion of the improvements which have been damaged or destroyed. Prior to the commencement of

reconstruction of the improvements, the damaged or destroyed portion of the improvements shall first be removed.

ii. It is understood that if Tenant subleases or assigns the Premises and passes on the expense of any insurance onto a Subtenant, Tenant will require all insurance policies to name both Landlord and Tenant (but as Landlord thereunder) as additional insured parties, as required above, as their interests may appear. Any Sublease or assignment shall reflect the provisions of this Lease as to the selection of the insurer and the amount and nature of the coverage.

iii. In the event that for any reason Tenant determines, with the prior approval of Landlord, which shall not be unreasonably withheld, not to reconstruct the improvements situated on the Premises prior to the occurrence of such casualty loss, then Landlord agrees that the insurance proceeds shall be available to Tenant to pay any outstanding mortgage which Tenant is then obligated under with respect to the Premises, and the balance of any such casualty insurance shall be applied to the cost of the removal of the damaged or destroyed improvements and the regrading and landscaping of the Premises. Any remainder shall be delivered to or retained by Tenant.

18. Assumption of Risk. Tenant assumes the risk of loss or damage to the improvements on the Premises and their contents, whether from windstorm, fire, earthquake, snow, water run-off or any other causes whatsoever, except such loss or damage arising out of the negligence or willful misconduct of Landlord, its agents, contractors or employees.

19. Independent Contractor; Indemnity. Tenant is and shall be deemed an independent contractor in the conduct of its business and activities hereunder, and the Authority shall in no way be responsible for Tenant's actions and activities. In the use of the Airport, Tenant shall indemnify the Authority, Adams County and the State of Colorado, their agents and employees, from any and all liability that may proximately result because of any negligence on the part of Tenant's officers, agents or employees.

20. Condemnation. Landlord is authorized to recover the leased Premises from Tenant in the event that it determines the Premises are required for another airport purpose. In the event such a determination is made, condemnation will proceed in accordance with the Colorado Revised

Statutes on eminent domain; provided, however, that Landlord agrees that the condemnation award shall in no event be less than an amount equal to one hundred twenty-five percent (125%) of the outstanding principal amount of all mortgages encumbering Tenant's, or any Subtenant's, leasehold interest in the Premises. In the event that any portion of the Premises, improvements thereon or the access to or use thereof are taken, either permanently or temporarily, for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking prevents or materially interferes with the use of the Premises for the purpose for which they were leased to Tenant or Subtenant(s), this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective on the date of such taking. Landlord and Tenant agree that any award received in connection with any such taking shall first be applied to the payment of any mortgage encumbering Tenant's or Subtenant's leasehold interest in the Premises. Landlord shall have no interest in any award made to Tenant or Subtenant(s) for loss of business or goodwill or for the taking of any fixtures or improvements constructed or installed on the Premises by Tenant or Subtenant(s), if a separate award for such items is made.

21. Representations and Warranties.

a. Landlord. Landlord warrants, represents and covenants that:

i. Landlord has good title to the Premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the Premises, and such easements, restrictions and other conditions of record.

ii. Landlord has the full power and authority to enter into and perform this Lease in accordance with its terms.

iii. The individuals executing this Lease on behalf of the Authority are authorized to do so and, upon executing this Lease, it shall be binding and enforceable upon Landlord.

iv. The execution and delivery of, and the performance of all obligations under this Lease by Landlord, do not and will not require any further consent or approval of any person or entity other than as Landlord has heretofore acquired, other than the board of Adams County Board of Commissioners.

v. The signing and performance of this Lease will not violate any existing contracts or agreements which Landlord has entered into, nor will it violate any laws or regulations of which Landlord is aware and to which it is subject.

vi. So long as Tenant pays all amounts due hereunder and performs all other covenants and agreements herein, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation by Landlord, subject to the terms and conditions hereof.

b. Tenant. Tenant warrants, represents and covenants that:

i. It has full power and authority to enter into and perform this Lease in accordance with its terms.

ii. The individuals executing this Lease on behalf of Tenant are authorized to do so and, upon Tenant's execution of this Lease it shall be binding and enforceable upon Tenant.

22. Liens and Insolvency. Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If Tenant becomes insolvent or bankrupt, or if a receiver or other liquidating officer is appointed for the business of Tenant, Landlord may terminate this Lease in accordance with the terms of this Lease and the laws of Colorado.

23. Default by Tenant. Unless otherwise stated in this Lease, if Tenant fails to pay any rent or other payments when due, or if Tenant violates or defaults in any of the covenants, conditions or terms contained herein, Landlord shall provide written notice thereof to Tenant ("Notice of Default"). If Tenant fails to cure any monetary default within ten (10) days after receipt of Landlord's Notice of Default, or fails to cure any non-monetary default within sixty (60) days after Landlord's Notice of Default, or commence and diligently pursue the cure of any non-monetary default which cannot be cured within said 60-day period, Landlord may terminate this Lease, in accordance with the Colorado Revised Statutes, as amended.

24. Tenant's Right of Termination. In addition to any other remedies available to Tenant, this Lease shall be subject to termination by Tenant should any one or more of the following events occur:

a. Abandonment of Airport. The abandonment of the Airport as an operating airport by act or decision of the Landlord or

based upon an Order issued by the Federal Aviation Administration. In addition to Tenant's right to terminate this Lease, Tenant may remove any improvements from the Premises, recover all prepaid rent and other payments, and such damages as appropriate under applicable law.

b. Supervening Event. The occurrence of any act of God that precludes Tenant from the use of the Premises for the purposes enumerated herein, or from the use of airport facilities for a period of more than six (6) months. However, neither Tenant nor Landlord shall have any liability under this subparagraph for any Act of God under any theory on which recovery may be sought. Notwithstanding the foregoing, Tenant shall have the right to extend the six (6) month period set forth above at its sole option.

c. Landlord Breach of Lease. A breach by the Landlord of any of the terms or conditions of this Lease to be kept performed and observed by the Landlord and the failure by Landlord to remedy such breach within a period of thirty (30) days after written notice from the Tenant of the occurrence of the breach. In addition to Tenant's right to terminate this Lease, Tenant may recover all prepaid rent and other payments and such damages as appropriate under applicable law.

25. Improvements After Termination of Lease. Upon termination of this Lease, Tenant shall remove any buildings, alterations and additions constructed by Tenant on the Premises (except utilities, concrete and asphalt roads, aprons, taxiways and floors that are in good condition) at Tenant's sole expense and the Premises shall be surrendered to Landlord, or, at the Landlord's option, Tenant may surrender the Premises in its then condition, with all building improvements remaining in place. However, Tenant shall have no such obligation to remove anything from the Premises in the event of abandonment of the Airport, a supervening act of God, or breach by Landlord, as discussed in Paragraph 24 above.

26. Miscellaneous Provisions.

a. Notice. Any notice required or desired to be given hereunder shall be in writing and delivered by hand delivery or certified mail return receipt requested, with a duplicate copy transmitted by facsimile, and shall be deemed effective upon the date of such delivery, or completion of facsimile transmission with evidence thereof, whichever is earlier, at the following addresses or such other address as either Party may designate by written notice to the other:

to the Authority: Front Range Airport Authority
5200 Front Range Parkway
Watkins, Colorado 80137
Attention: Director of Aviation

with a copy to: Adams County Attorney
450 South 4th Avenue
Brighton, Colorado 80601
Attention: James D. Robinson

to Lessee: AmJet, LLC
12417 E. Amherst Cir.
Aurora, Colorado 80014
Attention: Michael J. Buehner-Coldrey

With a copy to: Frank H. Roberts
Attorney at Law
3064 E. Fremont Drive
Centennial, CO 80122

b. Entire Agreement. This Lease contains the entire agreement between the Parties, and there are no other terms, conditions, promises, understandings, interpretations, statements or representations of any kind, express or implied, between the Parties concerning the lease of the Premises except as specifically provided herein. This Lease may not be amended or modified in any way, except by a writing executed and delivered by the Party to be bound thereby.

c. Severability. In the event any one or more of the provisions contained in this Lease, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein, and any other application thereof, shall not in any way be affected or impaired thereby and shall be enforced to the greatest extent permitted by law.

d. Nonwaiver of Strict Performance. The failure of either Party to insist upon strict performance of any of the covenants and conditions in this Lease shall not be construed to be a waiver or relinquishment of any such strict performance, or any other covenants or conditions, but the same shall be and remain in full force and effect.

e. Attorney Fees and Costs. In the event legal action is commenced by either Party in connection with this Lease, the prevailing Party shall be entitled to recover reasonable attorney fees and costs.

f. Applicable Law; Jurisdiction & Venue. This Lease is entered into in the State of Colorado and any interpretation of this Lease, and all disputes relating hereto, shall be governed by the laws of the State of Colorado. The courts of Adams County, Colorado, shall have jurisdiction and venue for any and all claims controversies, disputes and disagreements arising out of this Lease or any breach thereof.

g. Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or federal legal holiday, in which case the period of time shall run until the end of the next day which is not a Saturday, Sunday or federal legal holiday.

h. Not to be Construed Against Drafter. This Lease shall not be construed more strictly against one Party than the other merely by virtue of the fact that it may have been initially drafted by one of the Parties or its counsel, since both Parties have contributed substantially and materially to the preparation of this Lease.

i. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

j. Captions and Headings. The captions and headings contained in this Lease are for convenience purposes only and shall not govern or influence the interpretation hereof.

k. Counterparts and Facsimile Signatures. This Lease may be executed in counterparts, which taken together shall be deemed one original. Facsimile transmissions of signatures shall be accepted as originals.

l. Effective Date. Notwithstanding anything to the contrary contained herein, the Effective Date, as defined on page 1 above and as used herein, shall be the date on which the last of the Parties executed this Lease herein below.

TENANT:

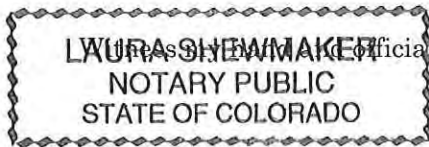
AMJET, LLC,

By: Michael J. Buehner-Coldrey
Michael J. Buehner-Coldrey, Operations Manager

Sep 16th, 2005
Date

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 16 day of September, 2005, by Michael J. Buehner-Coldrey, as Operations Manager of AmJet LLC.



My Commission Expires 05/14/2009

Laura Sheemaker
Notary Public

My commission expires: 05/14/2009

APPROVED:

ADAMS COUNTY BOARD
OF COMMISSIONERS

By: Larry W. Pace
Larry W. Pace, Chairman Date

APPROVED AS TO FORM:

ADAMS COUNTY ATTORNEY

By: James D. Robinson
James D. Robinson Date

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 17 day of September, 2005, by Larry W. Pace, as Chairman of the Adams County Board of Commissioners.



Witness my hand and official seal.

My Commission Expires 04/01/2008

Kristen L. Hord
Notary Public

My commission expires: 4.1.08

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by James D. Robinson, as Adams County Attorney.

Witness my hand and official seal.

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A
DESCRIPTION AND DEPICTION OF THE PREMISES
Page 1 of 2

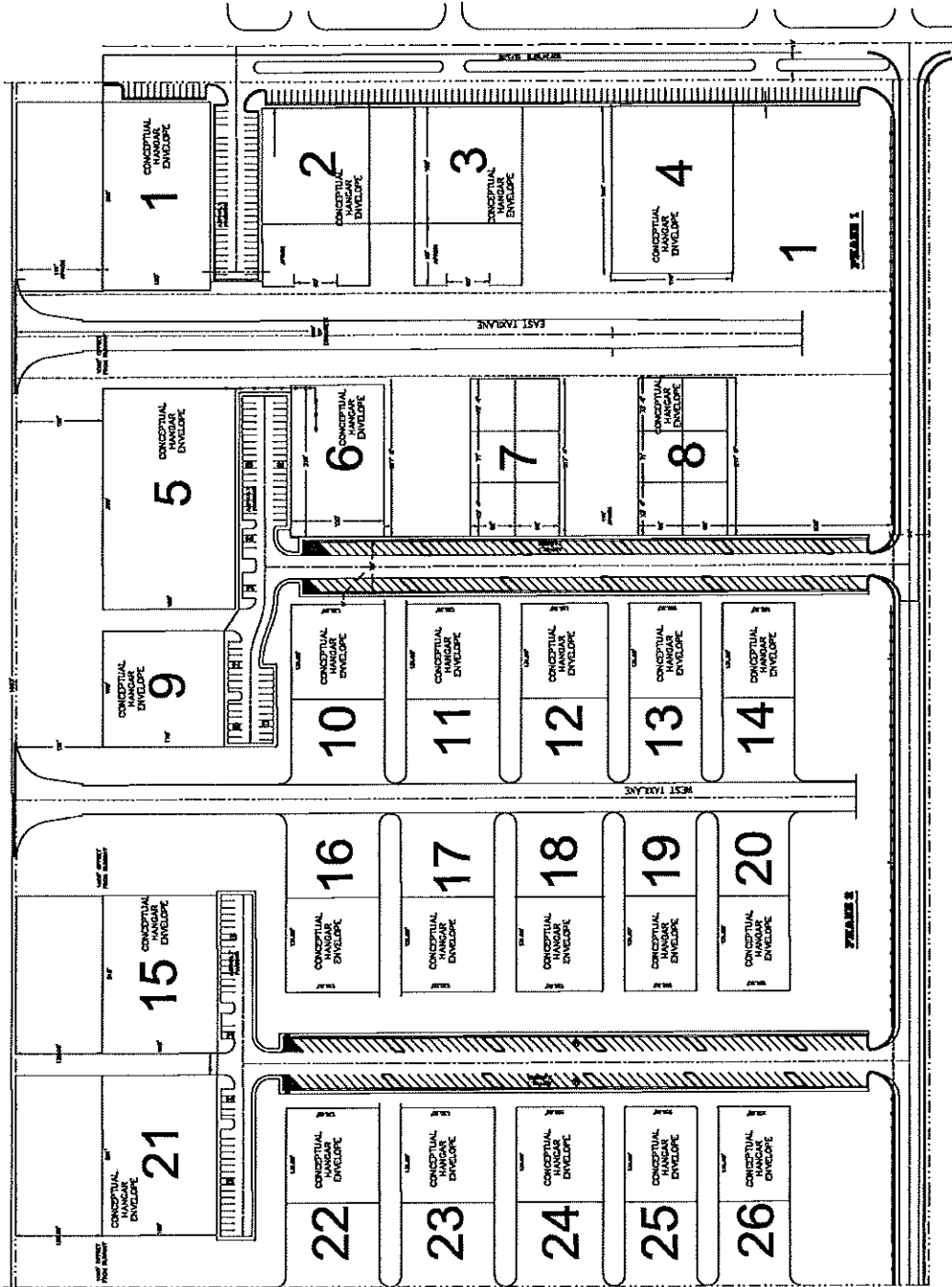


EXHIBIT "B"
Page 1 of 2

CHECKLIST FOR HANGAR CONSTRUCTION

(a) *Module/Site*

Street Address _____
Developer _____
Hangar Dimensions _____

(i) *Hangar Purpose*

Date Lease Signed _____

Pre-Submittal Meeting

_____ Meeting to discuss proposed development idea with Airport Staff.
_____ Obtain Land Development Application.

Concept Plan

_____ Scheduled Meeting with Planning Staff.
_____ Submit completed Land Development Application and pay Concept Fee

Submit Concept Plan to include following:

Written narrative describing the proposed development to include:

- Proposed Use – Commercial or Non-Commercial
- Number of structures, gross and net density
- Type of structures(s), approximate size(s) of units(s), and approximate maximum height of building(s) in feet
- Comprehensive timetable of construction

Plan drawing (Exhibit A) to include:

- Title or name of the development above the term "Hangar Plan"
- Vicinity map, scale, north arrow and date of preparation
- Location and legal description of lot
- Total area of open space
- Location and proposed use(s) of building areas to include ranges of dimensions and square footage
- Location and dimensions of required building and landscaping setbacks
- Parking area(s), verifiable based upon building, square footage
- Designation and classification of any right of way, turning or acceleration and/or deceleration lanes, areas to be vacated, access points, etc. that are required
- Topographic map depicting existing and proposed contours
- Utilities drawing depicting existing and proposed locations
- Internal site circulation and designation of public and private streets
- Proposed timetable for development plan

_____ Letters from water and sewer providers and fire district.

Development Plan

Submit four (4) copies of Development Plan to include following:

- Letter of Intent
- Traffic Impact Study
- Phase III Drainage Report

EXHIBIT "B"

Page 2 of 2

- Folded Plan Maps (2 copies folded so as to fit into a 9" x 12" envelope) of Development Plan to include:
 - Cover
 - Site Plan
 - Landscape Plan (includes exterior lighting, signage, building finishes)
 - Grading, and Erosion Control Plan
 - Signage Plan
 - Elevations and Lot Corners
- _____ Construction Drawings (2 copies)
- _____ Pay Development Plan Application Fee
- _____ Current Statement of Financial Condition of Applicant "CONFIDENTIAL"
- _____ Declared General Contractor and List of sub-contractors to include:
 - Name & Title
 - Mailing Address
 - Telephone & fax numbers
 - Copy Adams County Contractors License
- _____ Review and sign four copies of Unimproved Land Lease
- _____ Approval of Unimproved Land Lease by Authority at Public Hearing
- _____ Completed FAA Form 7460-1, "Notice of Proposed Construction or Alteration"

Post-Approval Requirements

Following approval of the Development Plan and prior to application to Adams County for any building, permit, the applicant shall deliver to the Airport:

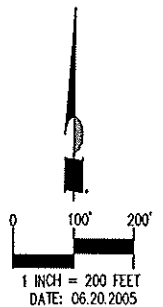
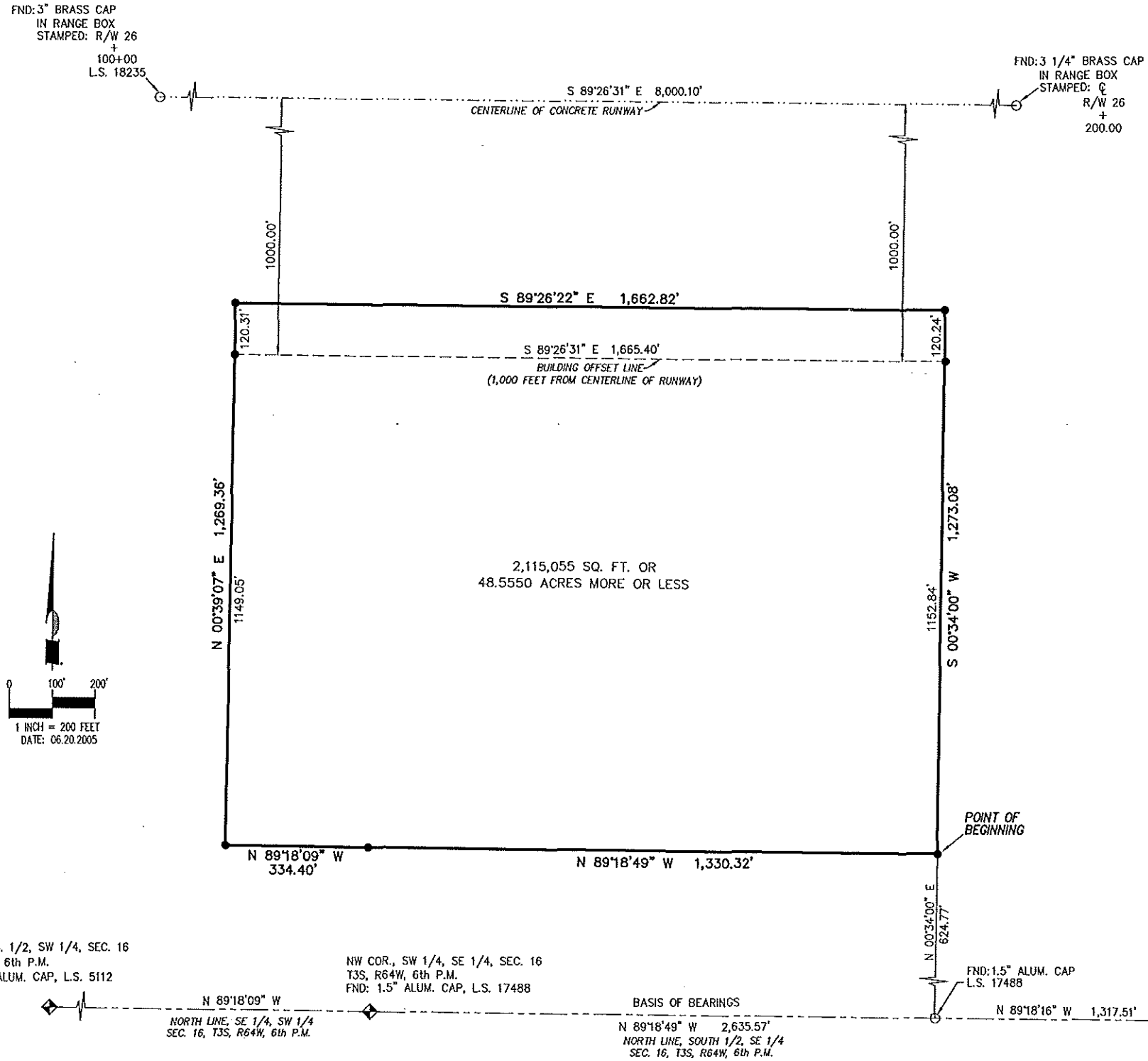
- _____ One set of final construction drawings, signed by a registered architect or professional engineer
- _____ Certificates of Insurance for contractor and sub-contractors.
- Construction**
- _____ Obtain Airport Letter of Approval for Building Permit
- _____ Obtain Building Permit from Adams County
- _____ Schedule Pre-Construction Meeting with Airport Staff to review Airport safety requirements, operational restrictions, and coordination procedures
- Airport sign-off:**
- _____ Building Layout
- _____ Elevations (before foundation is poured)
- _____ Rough Grade Inspection
- _____ Pay Water & Sewer Tap Fee
- _____ Water Meter Installed
- _____ Fire Hydrant Installed
- _____ Airport Representative inspection of water & sewer lines and tap
- _____ Storm Water Inspection
- _____ Final Grade Inspection
- _____ Apron & Taxiway design and asphalt mix
- _____ Airport representative present during paving of aprons and taxiways
- _____ Scheduled walk-through and final approval by Airport
- _____ Provide Airport with a copy of Certificate of Occupancy
- _____ Within thirty (90) days of issuance of Certificate of Occupancy provide Airport a plot plan of the Premises and all improvements as they were actually built, including the location of all utilities.

EXHIBIT "C"

*MODULE #2 – PHASE 1 INFRASTRUCTURE
CONSTRUCTION PLANS*

LAND SURVEY PLAT

LOCATED IN THE SOUTH 1/2 OF THE NORTH 1/2 AND
THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 1



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTH HALF AND THE NORTH HALF OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS CONTAINED HEREIN ARE BASED UPON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16 BEARS N 89°18'16" W AND MONUMENTED AS FOLLOWS:

- THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16 BEING A FOUND 2" ALUM. CAP, LS 27011.
- THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16 BEING A FOUND 1.5" ALUM. CAP, LS 17488.

COMMENCING AT SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, THENCE N 89°18'49" W ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 1317.51 FEET;

THENCE N 00°34'00" E A DISTANCE OF 624.77 FEET TO THE POINT OF BEGINNING;

THENCE N 89°18'49" W, A DISTANCE OF 1,330.32 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16;

THENCE N 89°18'09" W, A DISTANCE OF 334.40 FEET;

THENCE N 00°39'07" E, A DISTANCE OF 1,269.36 FEET;

THENCE S 89°26'22" E, A DISTANCE OF 1,662.82 FEET;

THENCE S 00°34'00" W, A DISTANCE OF 1,273.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,115,055 SQ. FT. OR 48.5550 ACRES MORE OR LESS

NOTES

- 1) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON AND DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATE SHOWN HEREON.
- 2) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JEHN ENGINEERING, INC., TO DETERMINE OWNERSHIP OF THIS TRACT OR TO VERIFY THE DESCRIPTION HEREON, OR THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR EASEMENTS OF RECORD.
- 3) JEHN ENGINEERING, INC., HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

SURVEYOR'S CERTIFICATE:

I CHRISTOPHER H. McELVAIN, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF THE TRACT OF LAND AS SHOWN HEREON, WAS MADE UNDER MY SUPERVISION AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SURVEY THEREOF.
DATED THIS _____ DAY OF _____, 2005.

CHRISTOPHER H. McELVAIN, P.L.S. 36561
FOR AND ON BEHALF OF
JEHN ENGINEERING, INC.

NW COR., S. 1/2, SW 1/4, SEC. 16
T3S, R64W, 6th P.M.
FND: 1.5" ALUM. CAP, L.S. 5112

NW COR., SW 1/4, SE 1/4, SEC. 16
T3S, R64W, 6th P.M.
FND: 1.5" ALUM. CAP, L.S. 17488

FND: 1.5" ALUM. CAP
L.S. 17488

POINT OF COMMENCEMENT
NE COR., SE 1/4, SE 1/4, SEC. 16
T3S, R64W, 6th P.M.
FND: 2" ALUM. CAP, L.S. 27011

N 89°18'09" W
NORTH LINE, SE 1/4, SW 1/4
SEC. 16, T3S, R64W, 6th P.M.

N 89°18'49" W 2,635.57'
NORTH LINE, SOUTH 1/2, SE 1/4
SEC. 16, T3S, R64W, 6th P.M.

N 89°18'16" W 1,317.51'

LEGEND:

- ◆ FOUND ALIQUOT OR SECTION CORNER
- SET NO. 5 REBAR W/ 1 1/4" YELLOW PLASTIC CAP, L.S. 36561
- FOUND MONUMENTS AS DESCRIBED

PROJECT INFO:
FRONT RANGE AIRPORT
JOB# 1595-204-042
JUNE, 2005

F:\1595\204-4042\SURVEY\4042-LSP.dwg - CHM

SHEET 1 OF 1



JEHN
ENGINEERING, INC.

5855 WADSWORTH BYPASS, A-100
ARVADA, CO 80003
PH: (303) 423-6036 FAX: (303) 427-9433
WWW.JEHNENGINEERING.COM

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into this 26th day of August 2016 (the "Effective Date"), by and between H2 HANGAR LLC, a Colorado limited liability company ("Seller"), and RICHARD W. NORLOFF ("Purchaser").

ARTICLE I

SALE AND PURCHASE OF THE PROPERTY

1.01 Agreement to Sell and Convey. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, Seller's interest in that certain real property more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Property"), which is located at 5195 Front Range Parkway, Watkins, Colorado 80137.

1.02 Purchase Price. The purchase price (the "Purchase Price") to be paid by Purchaser for the Property shall be Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00). The Purchase Price shall be paid by delivery of immediately available federal funds to the Land Title Guarantee Company (the "Title Company") at Closing.

1.03 Earnest Money Deposit. For the purpose of securing the performance of Purchaser under this Agreement, Purchaser will deliver to the Title Company within three business days following the date hereof, an earnest money deposit in the amount of \$10,000 (the "Escrow Deposit"). The Escrow Deposit shall be held and disbursed by the Title Company in accordance with the terms of this Agreement. At the Closing, the Escrow Deposit shall be applied to the Purchase Price. If the Escrow Deposit is not delivered to the Title Company within three (3) days after the mutual execution of this Agreement, Seller shall have the right to terminate this Agreement by written notice delivered to Purchaser and upon any such termination this Agreement shall be of no further force or effect. The Escrow Deposit shall be non-refundable to Purchaser unless Purchaser terminates this Agreement in accordance with any right to terminate expressly granted to Purchaser by the terms of this Agreement.

1.04 Inspection/Financing Period.

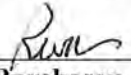
(a) Purchaser shall have until the date that is twenty-one days (21) days after Purchaser's receipt of the initial Title Commitment pursuant to Section 2.01 (the "Inspection Period") within which to make all inspections and investigations desired by Purchaser with respect to the Property and to obtain any financing desired by Purchaser for the purchase of the Property. If, within the Inspection Period, Purchaser determines that it does not desire to purchase the Property for any reason, Purchaser shall have the right to terminate this Agreement by written notice delivered to Seller and the Title Company prior to 5:00 p.m. Denver, Colorado time on the final day of the Inspection Period and upon any such termination, the Escrow Deposit shall be immediately returned to Purchaser and this Agreement shall be of no further force and effect, except for the obligations that expressly survive the termination of this Agreement. If Purchaser fails to deliver written notice of the termination of this Agreement to Seller and Title Company prior to 5:00 p.m. Denver, Colorado time on the final day of the Inspection Period, then Purchaser shall have no further right to terminate this Agreement pursuant to this Section 1.04. If this Agreement terminates for any reason, Purchaser shall promptly return and/or deliver to Seller all Property Information (hereinafter defined) and copies thereof. Additionally, if this Agreement terminates for any reason, then Purchaser must deliver to Seller copies of all third party reports, investigations and studies, other than economic analyses (collectively, the "Reports") prepared

for Purchaser in connection with its due diligence review of the Property. Purchaser's obligation to deliver the Property Information and the Reports to Seller shall survive the termination of this Agreement.

(b) Purchaser and its agents and representatives shall be entitled to enter upon the Property for customary non-intrusive and non-invasive inspections, testing and examinations prior to the Closing upon reasonable prior notice to Seller. Prior to entry upon the Property to conduct other than solely visual inspections, Purchaser shall obtain and deliver to Seller a certificate of insurance naming Seller as an additional insured, evidencing liability insurance coverage with combined single limits of not less than \$1,000,000 from an acceptable underwriter. Purchaser agrees to indemnify Seller and to hold harmless and defend Seller from and against any and all claims, demands, causes of action, damages, liabilities, costs and expenses including, without limitation, attorney fees and court costs, which are asserted against, suffered or incurred by Seller as a result of any inspection, testing or examination of the Property by Purchaser. Purchaser further agrees that it shall be solely responsible for any and all costs associated with the inspections described in this Section 1.04 and agrees to immediately discharge any liens that are filed against the Property as a result of such inspections. Immediately following each such inspection, Purchaser shall restore the Property to the same condition as existed prior to such inspections. Other than the obligation to maintain liability insurance coverage, the obligations of Purchaser under this Section 1.04(b) shall survive the Closing and any termination of this Agreement.

(c) SELLER (OR SELLER'S PREDECESSOR-IN-INTEREST) ACQUIRED THE PROPERTY THROUGH FORECLOSURE AND CONSEQUENTLY SELLER HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (H) COMPLIANCE WITH ANY ENVIRONMENTAL LAWS (HEREINAFTER DEFINED) OR PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (HEREINAFTER DEFINED), (I) THE PROPERTY INFORMATION (HEREINAFTER DEFINED), OR (J) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY PURCHASER'S EXECUTION HEREOF, PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER, EXCEPT AS EXPRESSLY

PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS, EXPENSES AND CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW. EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 4.01 BELOW. PURCHASER HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF PURCHASER'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE OR MANAGEMENT OF THE PROPERTY. THE PROVISIONS OF THIS SECTION 1.04(c) SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 1.04(c) ARE AN IMPORTANT BASIS OF THE BARGAIN INDUCING SELLER TO CONVEY THE PROPERTY.



Purchaser, initials

For the purposes of this Agreement, "Environmental Law" means any current legal requirement in effect at the Closing Date pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, protection or use of natural resources and wildlife, (c) the protection or use of source water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any release to air, land, surface water, and groundwater); and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 USC §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 USC §§2601 *et seq.*, Hazardous Materials Transportation Act,

49 USC App. §§1801, Occupational Safety and Health Act of 1970, as amended, 29 USC §§651 *et seq.*, Oil Pollution Act of 1990, 33 USC §§2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 USC App. §§11001 *et seq.*, National Environmental Policy Act of 1969, 42 USC §§4321 *et seq.*, Safe Drinking Water Act of 1974, as amended by 42 USC §§300(f) *et seq.*, and any similar, implementing or successor law, any amendment, rule, regulation, order or directive, issued thereunder.

For the purposes of this Agreement, "**Hazardous Material**" means any hazardous or toxic substance as defined in or regulated by any Environmental Law in effect at the pertinent date or dates.

(d) Purchaser hereby acknowledges and agrees that Seller has heretofore delivered or may deliver to Purchaser information about the Property in its possession (collectively, the "**Property Information**"). If this Agreement terminates for any reason, Purchaser shall promptly return and/or deliver to Seller all Property Information and copies thereof.

1.05 Condition to Closing. As a condition to Seller's obligations pursuant hereto, Purchaser and Adams, County, Colorado (the "**County**") shall negotiate, execute and deliver such documents in connection with the Closing as necessary to cause the County to assume and accept all obligations owing under the Master Lease and the Sublease as the landlord of the Property with respect to Purchaser, who shall be the tenant of the Property, such that after the Closing, the Property shall not be subject to the Master Lease, and the County, as landlord, and Purchaser, as tenant, shall be parties to a lease in the form substantially similar to the Sublease.

ARTICLE II

TITLE COMMITMENT; PERMITTED EXCEPTIONS

2.01 Preliminary Title Report. Within five (5) days after the Effective Date, Seller shall cause the Title Company to issue and deliver to Purchaser a title commitment issued by the Title Company, accompanied by copies of all recorded documents affecting the Property listed on such title commitment (collectively the "**Title Commitment**"). Purchaser shall deliver written notice to Seller and the Title Company on or before the expiration of the Inspection Period (such notice being called the "**Objection Notice**") if the condition of title to the Property as set forth in the Title Commitment is not satisfactory. In the event Purchaser states in the Objection Notice that the condition of title to the Property is not satisfactory, Seller may (but shall not be obligated), at Seller's sole cost and expense, undertake to eliminate or modify all unacceptable matters described in the Objection Notice to the reasonable satisfaction of Purchaser. In the event Seller has not satisfied such objections within five (5) business days after its receipt of the Objection Notice (such period being called the "**Cure Period**"), Purchaser may, at its option and as its sole remedy, either (a) accept title to the Property subject to the objections raised by Purchaser, without an adjustment in the Purchase Price, in which event such objections shall be deemed to be waived for all purposes, or (b) terminate this Agreement by written notice delivered to the Title Company and Seller prior to 5:00 p.m. Denver, Colorado time on the date which is one (1) business day after the expiration of the Cure Period, in which event the Escrow Deposit shall be promptly returned to Purchaser by the Title Company and this Agreement shall be of no further force or effect. If Seller has not responded to Purchaser's objections by the end of the Cure Period, Seller shall be deemed to have given notice that it does not intend to cure any of Purchaser's objections. If Purchaser shall fail to deliver the Objection Notice within seven (7) days after receipt of the Title Commitment, Purchaser shall be conclusively deemed to have approved the condition of the title to the Property as set forth in the Title Commitment and any and all matters that would be shown by a visual inspection and/or accurate survey of the Property, and all matters set forth therein shall be included within the Permitted Exceptions (as hereinafter defined).

2.02 Permitted Exceptions. The Property shall be conveyed to Purchaser subject to any and all matters of record, the easements, exceptions, restrictions and other encumbrances described in the Title Commitment, including but not limited to (i) that certain Front Range Airport Module #2 Master (Premises) Lease dated September 14, 2005 and recorded in the records of the office of the Clerk & Recorder for Adams County, State of Colorado (the "**Records**"), on September 22, 2005, at Reception No. 20050922001039460, as assigned to 37600 Cessna Way, LLC, as tenant, pursuant to that certain Assignment of Lease dated March 21, 2013, and recorded on May 22, 2013, in the Records at Reception No. 2013000043505, and amended pursuant to that certain First Amendment to Front Range Airport Module #2 Master (Premises) Lease dated July 12, 2016, and recorded in the Records on July 27, 2016, at Reception No. 2016000060288 (collectively, the "**Master Lease**"), and (ii) that certain Sublease dated July 12, 2016, between 37600 Cessna Way, LLC and Seller and recorded on July 28, 2016, in the Records at Reception No. 2016000060640 (the "**Sublease**"), all and any and all matters that would be shown by a visual inspection and/or accurate survey of the Property that remain upon the expiration of the Cure Period. Such matters of record, easements, exceptions, restrictions, encumbrances, the Master Lease, the Sublease, leases and other matters are collectively called the "**Permitted Exceptions.**"

ARTICLE III

CLOSING

3.01 Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at a location designated by Seller at a time mutually agreeable to Seller and Purchaser, but in no event later than one week following the expiration of the Inspection Deadline or the Cure Period, whichever is later (such date of Closing, the "**Closing Date**"). The Closing is conditioned on the Seller obtaining the Airport Consent and if Seller is not able to obtain the Airport Consent on or before the Closing this Agreement shall terminate, the Security Deposit shall be returned to Purchaser and the parties shall thereafter no longer have any obligations under this Agreement, except for those obligations that expressly survive the termination of this Agreement.

3.02 Seller's Obligations at Closing. At the Closing, Seller shall do the following:

(a) Execute, acknowledge, and deliver to the Title Company a Bargain and Sale Deed (the "**Deed**") in the form attached hereto as **Exhibit "B"** and made a part hereof for all purposes, conveying Seller's interest in the Property to Purchaser, subject to the Permitted Exceptions.

(b) Deliver to the Title Company a written Consent executed by the Front Range Airport (the "**Airport**"), approving the transaction contemplated herein (the "**Airport Consent**").

(c) Execute and deliver to the Title Company a certification of non-foreign status of Seller pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.

(d) Execute and deliver the closing statement.

(e) Deliver such organizational and authority documents of Seller as the Title Company may reasonably require in connection with the Closing.

(f) Cause to be furnished and delivered to Purchaser, at the cost of Seller, an owner policy of title insurance (excluding any endorsements or any extended coverage) issued by the Title Company or a commitment from the Title Company to deliver same (the "**Policy**") insuring title in the Property in Purchaser in a face amount equal to the Purchase Price, and containing no exceptions other than the Permitted Exceptions.

3.03 Purchaser's Obligations at Closing. Contemporaneously with the performance by Seller of its obligations set forth in Section 3.02 above, Purchaser shall do the following at the Closing:

(a) Pay to Seller (or cause the Title Company to pay to Seller) the Purchase Price as provided in Section 1.02 above.

(b) Execute and deliver the As-Is Certificate, in the form attached hereto as Exhibit "C" and made a part hereof for all purposes.

(c) Deliver such organizational and authority documents of Purchaser as the Title Company may reasonably require in connection with the Closing.

(d) Execute and deliver such other documents as the Title Company may reasonably require in connection with the Closing including, without limitation, a closing statement.

(e) Execute and deliver such documents as the County may require in connection with the Closing in order to cause the County to assume and accept all obligations owing under the Master Lease and the Sublease as landlord of the Property with respect to Purchaser, who shall be the tenant of the Property, such that after the Closing, the Property shall not be subject to the Master Lease and the County, as landlord, and Purchaser, as tenant, shall be parties to a lease in the form substantially similar to the Sublease.

3.04 Closing Costs. Seller shall pay the basic premium payable for the Policy (excluding the cost of any endorsements or extended coverage thereto) and all recording fees and transfer taxes. Purchaser shall pay all transfer fees and related fees under the Master Lease and the Sublease and the cost of any endorsements or extended coverages to the Policy. The escrow fees of the Title Company shall be shared equally by Seller and Purchaser. Except as provided in Section 7.11 below, Seller and Purchaser shall each pay their own legal fees in connection with this Agreement.

3.05 Prorations. The following items shall be prorated between Seller and Purchaser (with Purchaser deemed to be holding title as of the Closing Date):

(a) All ad valorem, other real estate taxes and personal property taxes with respect to the Property (collectively, the "Taxes") shall be prorated as of 12:01 a.m. on the Closing Date. All Taxes for the Property for the period prior to the Closing Date shall be the responsibility of Seller, and all Taxes for the Property for the period after the Closing Date shall be the responsibility of the Purchaser. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of the Taxes shall be made upon the basis of the tax rate for the immediately preceding tax year applied to the latest assessed valuation of the Property. The ad valorem and other real estate tax prorations and assessments shall be final as of the Closing Date.

(b) All other income and operating expenses of the Property shall be prorated as of 12:01 a.m. on the Closing Date based upon the best available information. All items of income and expense for the period prior to the Closing Date will be for the account of Seller, and all items of income and expense for the period from and after the Closing Date will be for the account of Purchaser, all as determined by the accrual method of accounting. Seller and Purchaser hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated within thirty (30) days after the Closing Date, or as soon as sufficient information is available to permit the parties to accurately calculate such proration(s), and either party owing the other party a sum of money based on such subsequent proration(s) shall pay said sum to the other party within ten (10) days after such calculation is made.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES AND COVENANTS

4.01 Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser, both as of the Effective Date and as of the Closing Date, as follows:

(a) Subject to approval of this transaction by the Airport and Adams County, Colorado, Seller has all requisite power and authority, and has taken all actions required by its organizational documents to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Seller pursuant hereto have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

(b) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.

(c) Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, or (v) admitted in writing its inability to pay its debts as they come due.

Notwithstanding any provision of this Agreement to the contrary, Seller shall not have any liability with respect to any of the foregoing representations and warranties (or the covenants of Seller set forth in this Agreement) if, prior to the Closing, Purchaser receives actual notice of information (from whatever source, including, without limitation, as a result of Purchaser's due diligence tests, investigations and inspections of the Property, or written notice by Seller or its agents or employees) that contradicts any of the foregoing representations and warranties, or renders any of the foregoing representations and warranties untrue or incorrect, and Purchaser with said knowledge nevertheless consummates the transaction contemplated by this Agreement. In no event shall Seller be liable to Purchaser under this Agreement at law or in equity for indirect, special, consequential (including lost profits) or punitive damages arising out of or in connection with this Agreement.

4.02 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, both as of the Effective Date and as of the Closing Date, as follows:

(a) Purchaser has all requisite power and authority, and has taken all actions required by its organizational documents to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Purchaser pursuant hereto have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof.

(b) Purchaser has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Purchaser's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(c) Purchaser acknowledges and agrees that the Property is subject to the terms and conditions of the Master Lease and the Sublease and that the Master Lease and the Sublease, including any amendments thereto, shall be superior to all right, title and interest of Purchaser in and to the Property, and Purchaser's rights in and to the Property shall be subject to and subordinate to the terms, covenants, conditions and provisions of the Master Lease and the Sublease, as such document may be amended from time to time.

ARTICLE V

CASUALTY AND CONDEMNATION

5.01 Casualty. Seller shall deliver written notice to Purchaser of any damage to the Property by fire or other casualty which occurs prior to the Closing. If prior to the Closing, any fire or casualty damage to the Property occurs which would cost more than 25% of the Purchase Price, Purchaser shall have the right to terminate this Agreement by written notice delivered to Seller within ten (10) days after Purchaser receives written notice of such damage and immediately upon such termination, the Escrow Deposit shall be delivered to Purchaser. If Purchaser does not elect to terminate this Agreement or in the event of fire or casualty damage which would cost less than 25% of the Purchase Price to repair, then the Closing shall take place as provided in this Agreement without any offset against, or deduction from, the Purchase Price and Seller shall assign to Purchaser at the Closing all of Seller's rights to receive insurance proceeds as a result of such damage and Seller shall pay to Purchaser the amount of the deductible, if any, payable under Seller's policy of fire and casualty insurance.

5.02 Condemnation. Seller shall deliver to Purchaser written notice of any pending, proposed or threatened taking or condemnation of all or any material portion of the Property of which Seller receives notice prior to the Closing. If prior to the Closing, any taking or condemnation of all or any material portion of the Property is proposed or threatened, or if Seller or Purchaser receive notice that any such taking or condemnation is pending, then in such event, Purchaser shall have the right to terminate this Agreement by written notice delivered to Seller within ten (10) days after Purchaser receives notice of such pending, proposed or threatened taking or condemnation and upon such termination, the Escrow Deposit shall be refunded to Purchaser. If Purchaser does not elect to terminate this Agreement, then the Closing shall take place as provided in this Agreement without any offset against, or deduction from, the Purchase Price and there shall be assigned to Purchaser at the Closing all right, title and interest of Seller in and to all condemnation proceeds which may be paid or payable with respect to the Property. For the purposes of this Section 5.02, "material portion of the Property" shall mean a taking which would cost greater than 25% of the Purchase Price to repair.

ARTICLE VI

PROVISIONS WITH RESPECT TO DEFAULT

6.01 Default by Seller. In the event Seller fails to consummate the Closing for any reason, except for a default by Purchaser, Purchaser may, at its election and as its sole and exclusive remedy, either (a) terminate this Agreement and receive a refund of the Escrow Deposit from the Title Company, or (b) bring an action to enforce specific performance of this Agreement against Seller, provided that such action is commenced within sixty (60) days after the Closing Date and Purchaser deposits with the Title Company, on or before the scheduled Closing Date, the Purchase Price and all closing documents required under this Agreement from or to be executed by Purchaser. Notwithstanding anything herein to the contrary, Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before ten (10) business days following the scheduled Closing Date or,

having given such notice, fails to file a lawsuit asserting such claim or cause of action in the county in which the Property is located within sixty (60) days following the scheduled Closing Date. Except as otherwise specifically provided in and limited by Section 6.01 of this Agreement, Purchaser specifically waives all other rights and remedies, including, without limitation, the right to actual, punitive, speculative, consequential or other damages and the right to file any lien, notice, petition, memorandum, lis pendens or other instrument in the real estate records of the appropriate county or otherwise

6.02 Default by Purchaser. In the event Purchaser fails to perform any of its obligations hereunder or fails to purchase the Property for any reason, except for a default by Seller as provided in Section 6.01 above, Seller may, at its election and as its sole and exclusive remedy, terminate this Agreement and receive the Escrow Deposit from the Title Company as liquidated damages. The parties have agreed that Seller's actual damages, in the event of Purchaser's failure to close in breach hereof, would be extremely difficult or impracticable to determine. Therefore, the parties acknowledge that the Escrow Deposit has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages. The provisions of this Section 6.02 shall not limit or affect any of Purchaser's indemnities as provided in other Sections of this Agreement.

ARTICLE VII

MISCELLANEOUS

7.01 Brokerage Fees and Commissions. Seller and Purchaser each represent and warrant to the other that it has not negotiated or dealt with any real estate broker, salesperson or agent in connection with the making of this Agreement or the transaction contemplated hereby, or incurred any liability for the payment of any brokerage fee, commission or compensation to any such broker, salesperson or agent. Seller and Purchaser agree to save and hold each other, and their respective shareholders, directors, officers, employees, agents, successors and assigns, free, clear and harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any breach of the agreements and representations and warranties made by each respective party in this Section 7.01 and any claim for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein.

7.02 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either (a) on the date personally delivered to the address indicated herein, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (b) five (5) days following deposit in the United States mail if by certified or registered mail, return receipt requested, addressed to the intended recipient at the address indicated herein; (c) upon confirmed transmission, if delivered by facsimile, addressed to the intended recipient at the fax number noted herein; or (d) one (1) business day following the day deposited into the custody of a nationally recognized overnight delivery service such as Fed Ex for overnight next day delivery, addressed to such party at the address specified herein.

If to Seller: H2 Hangar LLC
c/o Citywide Banks
Attn: Theresa M. NeSmith
12075 East 45th Ave, Ste. 100
Denver, CO 80239
Nesmith@citywidebanks.com

with copy to: Bo Anderson, Esq.
Bieging Shapiro Barber LLP
4582 S. Ulster Street Pkwy Suite 1650
Denver, CO 80237
banderson@bsblawyers.com

If to Purchaser: Richard W. Norloff
12342 Meadowlark Lane
Broomfield, CO 80021
Phone: 303-882-6940
Email: RNORLOFF@YAHOO.COM

with copy to (if any): _____

Phone: _____
Email: _____

Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

7.03 Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7.04 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.05 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

7.06 Time of Essence. Time is of the essence of this Agreement and of each covenant and agreement that is to be performed at a particular time or within a particular period of time. However, if the final date of any period which is set out in any provision of this Agreement or the Closing Date falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Colorado, then the time of such period or the Closing Date, as the case may be, shall be extended to the next date which is not a Saturday, Sunday or legal holiday.

7.07 Counterparts; Signatures. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively

one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Signatures to this Agreement may be transmitted via facsimile or scanned and e-mailed, and delivery thereby shall be deemed sufficient for all purposes to the same extent as would be delivery of an original signature.

7.08 Assignment. Purchaser shall not have the right to assign this Agreement without the prior written consent of Seller. Seller shall have the right to freely assign this Agreement from time to time.

7.09 Prohibition on Recording Agreements. Purchaser agrees that neither this Agreement, a copy of this Agreement, nor any instrument describing or referring to this Agreement shall ever be filed of record in Adams County, Colorado and in the event Purchaser records this Agreement, a copy of this Agreement or any instrument describing or referring to this Agreement, Seller, at Seller's option, may terminate this Agreement and receive immediate payment of the Escrow Deposit.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its choice of law principles.

7.11 Attorneys' Fees. Should either party hereto institute any action or proceeding in court to enforce this Agreement, the prevailing party in any such action or proceeding shall be entitled to receive from the non-prevailing party all reasonable attorneys' fees and court costs in connection with such action or proceeding

7.12 Reporting Person. The Title Company is hereby designated as the "Reporting Person" pursuant to Section 6045 of the Internal Revenue Code and the Regulations promulgated thereunder.

7.13 Construction. The parties acknowledge and agree that the parties and their counsel have reviewed this Agreement and this Agreement will not be presumptively interpreted against either party.

7.14 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

7.15 Gender; Number. Unless the context requires otherwise, all pronouns used in this Agreement will be construed to include the other genders, whether used in the masculine, feminine or neuter gender. Words in the singular number will be construed to include the plural, and words in the plural will be construed to include the singular.

7.16 Confidentiality. The parties shall keep confidential the existence and the terms of this Agreement, except as to their employees, consultants, attorneys, accountants, and other agents that may be involved in conducting the due diligence related to the transactions contemplated by this Agreement.

7.17 Watch List. In the event that Purchaser, any assignee of Purchaser, Purchaser's lender, or the source of any of Purchaser's equity for the consummation of this Agreement appears on the Specially Designated Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury prior to Closing, Seller may, by written notice given to Purchaser at or before the Closing, terminate this Agreement. If Seller elects to terminate this Agreement, pursuant to this Section 7.17, the Escrow Deposit shall be promptly paid to Seller by the Title Company and neither party shall have any further rights or obligations hereunder, except for the obligations that

expressly survive the termination of this Agreement, all of which shall survive the Closing or, if the purchase and sale contemplated hereunder is not consummated, any termination of this Agreement.

7.18 1031 Exchange. Seller acknowledges that Purchaser may elect to complete the purchase of the Property as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. Seller agrees that if Purchaser wishes to make such election, he must do so no less than five (5) business days prior to the Closing Date. If Purchaser so elects, Seller shall cooperate with Purchaser; it being understood, however, that Seller shall not be required to take title to any other property as part of the Section 1031 exchange and the consummation of such exchange shall not result in any extension of the Closing Date (unless otherwise provided herein). Purchaser shall in all events be responsible for all costs and expenses related to the Section 1031 exchange and shall indemnify, defend and hold harmless Seller from and against any and all liability, claims, damages and expenses actually incurred by Seller and arising out of such Section 1031 exchange.

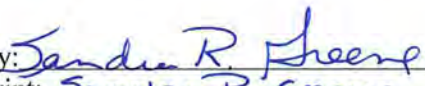
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

H2 HANGAR LLC,
a Colorado limited liability company

By: 
Print: Joanne Sherwood
Its: Co-Manager

By: 
Print: Sandra R Greene
Its: Co-Manager

PURCHASER:

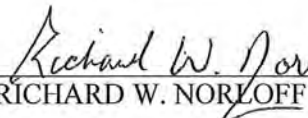

RICHARD W. NORLOFF

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS CONTAINED HEREIN ARE BASED UPON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16 BEARS N 89° 18' 49" W AND MONUMENTED AS FOLLOWS:

- THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16 BEING A FOUND 2" ALUM. CAP, LS 27011.
- THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16 BEING A FOUND 1.5" ALUM CAP, LS17488.

COMMENCING AT SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, THENCE N 89° 18' 49" W ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 1,317.09 FEET;

THENCE N 00° 34' 00" E, A DISTANCE OF 1,039.39 FEET;

THENCE N 89° 26' 00" W, A DISTANCE OF 10.26 FEET TO THE POINT OF BEGINNING;

THENCE N 89° 26' 00" W, A DISTANCE OF 319.49 FEET;

THENCE N 00° 33' 38" E, A DISTANCE OF 240.00 FEET;

THENCE S 89° 26' 00" E, A DISTANCE OF 319.52 FEET;

THENCE S 00° 34' 00" W, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING.

COUNTY OF ADAMS,
STATE OF COLORADO,

EXHIBIT B

FORM OF BARGAIN AND SALE DEED

BARGAIN AND SALE DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **H2 Hangar LLC**, a Colorado limited liability company, whose address is 12075 E. 45th Avenue, Denver, Colorado 80239 ("Grantor"), hereby bargains, sells and conveys to **Richard W. Norloff** ("Grantee"), that certain real property, and improvements located thereon, located in County of Adams, State of Colorado, described as follows:

[INSERT LEGAL DESCRIPTION

Commonly known by street address as: _____.

with all its appurtenances.

EXECUTED to be effective as of the ___ day of _____ 2016.

H2 HANGAR LLC,
a Colorado limited liability company

By: _____
_____, Manager

By: _____
_____, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me this ___ day of _____, 2016, by _____, Manager of H2 HANGAR LLC, a Colorado limited liability company.

Witness my hand and official seal.

[seal]

Notary Public

My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 2016, by _____, Manager of H2 HANGAR LLC, a Colorado limited liability company.

Witness my hand and official seal.

[seal]

Notary Public

My commission expires: _____

EXHIBIT C

FORM OF AS-IS CERTIFICATE

This As-Is Certificate (this "Certificate") dated this ____ day of _____, 2016, is executed and delivered by Richard W. Norloff ("Purchaser"), unto H2 Hangar LLC, a Colorado limited liability company ("Seller").

RECITALS

A. Reference is hereby made to that certain Agreement of Purchase and Sale (as amended, modified and/or assigned, the "Agreement") dated effective as of _____, 2016, made and entered into by and between Seller, as seller, and Richard W. Norloff, as purchaser, in connection with among other things, the Property described on Exhibit "1" attached hereto and made a part hereof for all purposes. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Agreement.

B. Pursuant to Section 3.03(b) of the Agreement, Purchaser agreed to execute and deliver this Certificate to Seller.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser hereby certifies, reaffirms and confirms unto Seller the terms, provisions and agreements set forth in Section 1.04(c) of the Agreement.

IN WITNESS WHEREOF, Purchaser has executed and delivered this Certificate as of the date first set forth above.

PURCHASER:


Richard W. Norloff

EXHIBIT 1 TO "AS IS" CERTIFICATE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 4, 2016
SUBJECT: 2016 Early Childhood Intervention Services
FROM: Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Human Services Department, Division of Children & Family Services
HEARD AT STUDY SESSION ON – N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Addendum Four with Tri-County Health Department for Early Childhood Intervention Services

BACKGROUND:

Tri-County Health Department is currently under agreement to provide early childhood intervention services for the Adams County Human Services Department Division of Children and Family Services. Adams County receives a grant that provides for eighty (80%) percent funding, with Adams County responsible for the remaining twenty (20%) percent. The agreement's last year of renewal was approved on June 1, 2015. The focus of the services is on parenting and health issues. These services also help families that are in crisis maintain family integrity, improves family dynamics, facilitates positive behavior change, and supports families in making long lasting modifications within their family system that will keep them from returning to the child welfare system.

On November 9, 2015, Addendum Three to the Agreement was approved by the Board adding \$15,122.00 to the agreement for the additional administrative cost of the program.

The 2016 Agreement with Tri-County Health for Early Childhood Intervention Services will be renewed and presented to the Board for approval. To prevent any interruption in services, the Human Services Department's Division of Children and Family Services is requesting a three month extension to the agreement with Tri-County Health Department beginning July 1, 2016, through September 30, 2016. The cost of services for the extension is \$28,780.50. The total value of the 2015/2016 agreement will now be \$143,902.50.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 15
Cost Center: 201032001210

	Object Account	Subledger	Amount
Current Budgeted Revenue:			\$23,024.40
Additional Revenue not included in Current Budget:			
Total Revenues:			<u><u> </u></u>

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	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	201032001		\$28,780.50
	210		
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$28,780.50</u></u>

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

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

Additional Note:

RESOLUTION APPROVING ADDENDUM FOUR TO AGREEMENT BETWEEN ADAMS COUNTY AND TRI-COUNTY HEALTH DEPARTMENT FOR EARLY CHILDHOOD INTERVENTION SERVICES, FUNDED THROUGH THE 2016/2017 CORE SERVICES PLAN FOR THE ADAMS COUNTY HUMAN SERVICES DEPARTMENT, CHILDREN AND FAMILY SERVICES DIVISION

WHEREAS, on June 1, 2015, Adams County and Tri-County Health Department entered into an agreement to provide early childhood intervention services; and,

WHEREAS, on November 9, 2015, Adams County and Tri-County Health Department agreed to the increased administrative cost of providing the program in the amount of \$15,122.00; and,

WHEREAS, by means of the attached Addendum Four, Adams County and Tri-County Health Department mutually desire to extend the agreement for three months beginning July 1, 2016 through September 30, 2016 and to add twenty-eight thousand seven hundred sixty dollars (\$28,780.50) to cover costs during the extended term; and,

WHEREAS, the Core Services Grant provides eighty percent of the Tri-County Health Department program funding, with Adams County responsible for the remaining twenty percent.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Addendum Four to the Agreement between Adams County and Tri-County Health Department for early childhood intervention services for the Human Services Department Children and Family Division, a copy of which is attached hereto, is approved.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign Addendum Four to the Agreement with Tri County Health Department after negotiations and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 4, 2016
SUBJECT: 2016 Domestic Violence Reduction Services
FROM: Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Human Services Department, Children & Family Services Division
HEARD AT STUDY SESSION ON – N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves extending the agreement with Maple Star Colorado for Domestic Violence Reduction Services

BACKGROUND:

Maple Star Colorado is currently under agreement to provide domestic violence reduction services for the Adams County Human Services Department, Children and Family Services Division. The grant awarded provides for eighty (80%) percent funding, with Adams County responsible for the remaining twenty (20%) percent. The agreement’s last year of renewal was approved on June 30, 2015. Domestic violence services are needed to provide proactive support to families with a co-occurrence of domestic violence and child maltreatment, engage families in appropriate services, promote self-sufficiency through connections to community resources, promote safety for abused children and adults, and decrease victimization.

The Domestic Violence Reduction Services are currently in the Request for Proposal solicitation process. To prevent any interruption in services, the Human Services Department, Children and Family Services Division is requesting a three-month extension to the agreement with Maple Star Colorado beginning July 1, 2016, through September 30, 2016. The total cost of services for three months is \$34,928.25.

2016	Child Welfare Block Grant-80%	Adams County-20%	Total Year Price
3 Months	\$27,942.60	\$6,985.65	\$34,928.25

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department, Children and Family Services Division

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 15

Cost Center: 2020x2401720 and 2020x2401716

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5755		\$27,942.60
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$27,942.60</u>

.....

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7645		\$34,928.25
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$34,928.25</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 ADDENDUM THREE TO AGREEMENT BETWEEN ADAMS
COUNTY AND MAPLE STAR COLORADO FOR DOMESTIC VIOLENCE SUPPORT
SERVICES FUNDED THROUGH THE 2016/2017 CHILD WELFARE BLOCK GRANT FOR
THE HUMAN SERVICES DEPARTMENT, CHILDREN AND FAMILY SERVICES
DIVISION

WHEREAS, on February 27, 2013 Adams County and Maple Star Colorado entered into an agreement to provide domestic violence support services for families involved in the child welfare system; and,

WHEREAS, on February 3, 2014, Adams County and Maple Star Colorado agreed to renew the agreement for eighteen months; and,

WHEREAS, on July 21, 2015, Adams County and Maple Star Colorado agreed to renew the agreement for one year; and,

WHEREAS, the program services are funded through the Child Welfare Block Grant at 80% and Adams County is responsible for 20% of the funding; and,

WHEREAS, by means of the attached Addendum Three, the Agreement with Maple Star Colorado shall be extended beginning July 1, 2016 through September 30, 2016; and,

WHEREAS, Maple Star agrees to provide domestic violence support services for the three month extension, in the total amount of \$34,928.25.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Addendum Three to the Agreement between Adams County and Maple Star Colorado to provide domestic violence support services for ACHSD, a copy of which is attached hereto, be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign Addendum Three to the Agreement with Maple Star Colorado after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 4, 2016
SUBJECT: 2016 University of Colorado Denver Addiction and Research Treatment Services, dba Synergy
FROM: Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Human Services Department, Children & Family Services Division
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an agreement with the University of Colorado Denver Addiction and Research Treatment Services, dba Synergy, for substance abuse, mental health and day treatment services.

BACKGROUND:

In 1991, Article 5.5 was enacted to create the Colorado Family Preservation Act. The Program is defined in State statutes as Family Preservation, the program is referenced in the Code of Colorado Regulations (12 CCR 2509-4) as Core Services. The Core Services Program was established within the Colorado Department of Human Services in 1944 and is statutorily mandated to provide strength based resources and support to families when children are at imminent risk of out of home placement and/or are in need of services to maintain a least restrictive setting. As part of the Core Services Program, the following services are required to be available:

- Home Base Services
- Life Skills
- Day Treatment
- Aftercare Services
- Sexual Abuse Treatment
- Intensive Family Therapy
- Mental Health Services
- Substance Abuse Treatment
- Family Group Decision Making

The Synergy Outpatient program's Multisystemic Therapy with Substance Abuse Adaptation (MST-SA) service is the only MST program in Colorado to be granted this adaptation. Synergy provides services through the University of Colorado Addiction and Research Treatment Services (ARTS) Program. Synergy will provide substance abuse, mental health, and day treatment services for clients referred by the Adams County Human Services Department, Children and Family Services Division, pursuant to the Colorado Family Preservation Act. §§ 26-5-101, *et seq.*, C.R.S. and in compliance with the state rules and County plan, policies, and procedures and CDHS Volume VII 7.303.

The day treatment services are funded 100% by the 2016/2017 Core Services allocation. The term of the agreement is from September 1, 2016 through May 31, 2017. The total amount of the Agreement shall not exceed \$146,250.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department, Children and Family Services Division

ATTACHED DOCUMENTS:

Resolution
Synergy Treatment Program Services Description

FISCAL IMPACT:

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

Fund: 15	
Cost Center:	202012001730

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5755		\$146,250
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$146,250</u>

.....

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7645		\$146,250
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$146,250</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 AN AGREEMENT BETWEEN ADAMS COUNTY AND THE
UNIVERSITY OF COLORADO DENVER, ADDICTION RESEARCH AND TREATMENT
SERVICES, DBA SYNERGY, FOR THE HUMAN SERVICES DEPARTMENT, CHILDREN
AND FAMILY SERVICES DIVISION

WHEREAS, The University of Colorado Denver, Addiction Research and Treatment Services, dba Synergy, is the only Multisystemic Therapy and Substance Abuse Adaptation (MST-SA) service program in Colorado; and,

WHEREAS, The University of Colorado Denver, Addiction Research and Treatment Services, dba Synergy, agrees to provide day treatment services for clients referred by the Adams County Human Services Department, Children and Family Services Division in the amount not to exceed \$146,250.00; and,

WHEREAS, the program services are funded through the 2016/2017 Core Services allocation at 100% beginning September 1, 2016 through May 31, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and the University of Colorado Denver, Addiction Research and Treatment Services, dba Synergy, to provide day treatment services for ACHSD, a copy of which is attached hereto, be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the Agreement with the University of Colorado Denver, Addiction Research and Treatment Services, dba Synergy, after negotiation and approval as to form is completed by the County Attorney's Office.



University of Colorado
Denver

School of Medicine
Department of Psychiatry
Addiction Research and Treatment
Services

Synergy Adolescent Drug and
Alcohol Treatment Services

3738 West Princeton Circle
Denver, CO 80238

o (303) 781-7875
m (303) 781-7875
f (303) 782-2198

www.artatreatment.com

Synergy Adolescent Treatment Services

Addiction Research and Treatment Services ARTS
Division of Substance Dependence, Department of Psychiatry
University of Colorado School of Medicine

Synergy Mission

To improve the quality of life for adolescents and their families who are affected by substance abuse, dependence, and co-occurring disorders, through the application of scientifically supported prevention, education and treatment services. Synergy offers a continuum of substance treatment services for adolescents and their families.

Highly Credentialed Staff

- University faculty
- Licensed Social Workers, Professional Counselors
- Psychiatrists, Medical Doctor-Director
- Certified Addictions Counselors
- Special and General Education Teachers
- Culturally-diverse staff, some bilingual (Spanish)
- Some staff members are in long-term recovery from addictions

Synergy's Unique Approach

Synergy provides a highly specialized treatment for 3 inter-related disorders

- Substance Use Disorder
- Conduct Disorder (Delinquency)
- Co-occurring Mental Health Disorders

Synergy adolescents are:

- 12-18 yrs. (14-18 for RCCF) (12-21 Outpatient/VACC)
- Experiencing drug/alcohol problems;
- Delinquent or have other disruptive behavioral problems;
- Often have other co-occurring mental health disorders: Major Depression, Bipolar Disorder, ADHD, and PTSD

Synergy Philosophy

- Comprehensive Assessment
- Treatment of adolescents in the context of their families via family therapy
- Concurrent, integrated treatment of co-occurring substance and mental health disorders
- Developmentally-appropriate treatments
- Utilize evidence-based and incorporate trauma informed, culturally responsive, practices
- Strongly recommend aftercare/continuing care

The Synergy Treatment Continuum

**Synergy RCCF: Synergy Family and Synergy School, (Males 14 -18 yrs.)
3660-90 West Princeton Circle, Denver 80236**

- Highly structured, non-permissive, supportive modified Adolescent Therapeutic Community milieu for males
- Motivational Assessment (URICA), Motivational Interviewing/Enhancement via staff + Case Manager to enhance motivation, retention, completion and transition
- Case Manager assistance with: +pass formulation; pass journals; resume writing; positive leisure activity development; vocational/educational development
- Group, individual, family therapy by licensed therapists
- Year round CDE approved school with new online course and credit recovery program
- Phased program, average length-of-stay 3-5 months
- Drug/alcohol treatment (CACs), urinalysis and breathalyzers, relapse prevention, infectious disease screening, OBH approved curriculum
- Psychiatric assessment/medications management
- Transition and Continuing Care Planning (MST, ACC, Outpatient or other aftercare in home community, including other community services as indicated, e.g. ongoing community mental health) with the aim that the client sustain gains made in residential treatment

Multisystemic Therapy (MST) with Contingency Management

- Targets youths with conduct (behavioral) and substance abuse problems, many of whom are at risk of out-of-home placement
- Therapy takes place in the client's home; incentives given for clean urinalyses
- Must have a parent or guardian who participates
- Comprehensive services focusing on major areas of each youth's life, including family, community, peers, and school
- Psychiatric and Medication Assessment and monitoring, as needed
- Includes weekly urinalyses
- Offers 24/7 coverage and support via a cell rotation system among counselors

Assertive Continuing Care Aftercare Program

- Evidenced-based aftercare with case manager/therapist
- Utilizes ACRA therapy model and links adolescents to community resources
- For clients completing RCCF and Day Treatment
- Psychiatric Assessment and monitoring, as needed.
- Focus on individual therapy conducted in the home, community
- Promotes abstinence, and positive peer and family relationships.
- Aim is to maintain the progress made in residential or day treatment
- On call coverage and urinalyses included

Adolescent Community Reinforcement Approach/ACRA

- Office Based, Length of Stay: 3 months typically
- Weekly sessions with clients, in addition to 2 caregiver sessions and 2 family sessions.
- Typically 2 UA's per week (included).
- On call coverage
- Psychiatric and Medication Assessment and monitoring, as needed.
- Manualized, strength-focused, client-centered, and adolescent-specific outpatient substance abuse treatment
- Utilizes motivational interviewing and cognitive behavioral approach aimed at reducing substance use/abuse

AF-CBT (Alternatives for Families-CBT)

- Office-based or Home Based, Length of stay is 5-6 months typically
- Goals are to enhance child/family safety; help families better adapt and cope to difficult life circumstances and improve parent-child relationships
- Weekly individual sessions with caregivers, adolescents and joint family sessions
- On Call coverage
- Psychiatric assessment and monitoring is available but not included
- Substance abuse issues is not a requirement for the treatment, however substance abuse treatment can be incorporated, if warranted.
- Evidenced-based treatment for youth and families who have experienced trauma.

Traditional Outpatient Drug/Alcohol Treatment Services

- Traditional OP with Individual, Group, and/or Family counseling
- Motivational Enhancement/Cognitive Behavioral Therapy
- Assessment & urinalysis is standard for all clients
- Psychiatric assessment/treatment is available but not included

Assessment Services

- A fee-for-service, comprehensive drug and alcohol abuse/mental health assessment is available and conducted by a licensed mental health therapist
- Usually requested for placement recommendations or legal purposes
- Referrals accepted from individuals, families, private practitioners, attorneys, probation officers, caseworkers, school counselors.

Synergy Program Licensure

- Colorado Department of Human Services (CDHS): Office of Behavioral Health- Substance Use Disorder Treatment and Division of Child Care (RCCF)
- Synergy's RCCF is designated for mental health services by Office of Behavioral Health
- Synergy Outpatient Services is a certified Mental Health Specialty Clinic; has MST Certification for its Teams and Therapists, and the ACC/ACRA clinicians are certified.
- Synergy's services are trauma informed. A Synergy therapist and supervisor are trained in AF-CBT an evidence based trauma informed practice. In addition, Synergy also utilizes the evidenced-based trauma informed practice, SITCAP-ART, in our continuum of services.

Referrals

Synergy is dedicated to providing culturally sensitive and responsive services with multiethnic, recovering, and non-recovering staff who are reflective of our clientele. Bilingual therapists, who are fluent in Spanish, are available. Translators for other languages may be arranged. Some clients may meet criteria for priority admission due to pregnancy or the nature of their substance use disorder. Synergy evaluation personnel travel to detention facilities to conduct evaluations.

Signal: Synergy is a provider for and credentialed by Signal Behavioral Health. **Medicaid:** Synergy Outpatient Services is a Medicaid Provider for the Outpatient Substance Treatment Benefit for Medicaid eligible clients.

DYC: Synergy is a provider of residential/outpatient services for DYC clients by contract and MOU.

BHI & Colorado Access (Includes CHP+): Both contract with Synergy for co-occurring mental health and substance treatment services.

To Contact Us:

Residential Treatment:

3738 W. Princeton Circle, Denver, CO, 80236
Phone 720-283-3626, fax 303-762-2196

All Outpatient Services and Assessments:

3738 W. Princeton Circle, Denver, CO 80236
Phone 303-282-2603, fax 303-934-1262

Synergy Services - 2016/2017

Multisystemic Therapy with Substance Abuse Adaptation (MST-SA): \$1950.00
(Sibling rate at 35% discount)

MST is an intensive home-based, evidenced-based program for working with adolescents between the ages of 12 and 18 exhibiting antisocial behavior such as repeated legal involvement (truancy, serious defiance and rule violation, aggression, property destruction, running away) and/ or illegal substance use. Our distinct MST program has a special substance abuse adaptation (only MST program in state of Colorado to be granted this adaptation) which incorporates Contingency Management by utilizing gift cards to reinforce and reward sobriety. In addition, there is weekly focus on relapse prevention, triggers and cravings. The model assesses various areas of the adolescent's life to include school, family, peers and community. Key to this type of intervention is the full cooperation of the family and good communication with other systemic areas. Adolescents and family members involved in MST should not be actively involved in additional treatment (substance abuse, individual / family therapy, etc.) during the duration of MST unless clinically indicated and agreed upon by the treatment team. Includes 24 hours a day, 7 days a week on-call coverage. Psychiatric/medication assessment and monitoring, as needed, by Synergy psychiatrists.

Adolescent Community Reinforcement Approach (ACRA): \$1000.00

Outpatient Adolescent Community Reinforcement Approach (ACRA) is an office-based, manualized, client-centered, and adolescent-specific outpatient substance abuse treatment. It is an evidenced-based model that utilizes a motivational enhancement, cognitive-behavioral approach aimed at reducing substance use, encouraging abstinence and healthy lifestyles. Focus is on promoting abstinence from drugs and alcohol; promoting positive social activity and positive peer relationships; and improved relationships with the families. Therapy occurs weekly individually with the client and sometimes twice a week for caregiver sessions. Services also include psychiatric/medication evaluation and treatment, regular urinalyses, and 24/7 on-call coverage.

Assertive Continuing Care (ACC): \$1500.00

Assertive Continuing Care (ACC) is an aftercare service for clients successfully leaving a higher level of care (residential, day treatment), it also very effective for older teens (ie. 17-20yrs) who need a more individually focused approach. It utilizes the ACRA model (described above), is community or home-based and focuses on linking clients to community resources, including education, employment, and mental health services. Services include psychiatric evaluation and monitoring as well as regular urinalyses, and 24 hour a day, 7 day a week on-call coverage.

Alternative for Families-CBT (AF-CBT)

Alternatives for Families-A Cognitive Behavioral Therapy (AF-CBT) is an evidence-based, trauma-informed treatment designed to improve the relationships between children and

caregivers in families involved in arguments, frequent conflict, physical force/discipline, or child physical abuse. The goals are focused on enhancing child/family safety; to help families better adapt to and cope with difficult life circumstances; to improve parent-child relationship. It is a manualized treatment, typically lasting 5-6 months for children up to age 17. Services also include psychiatric/medication evaluation and treatment, regular urinalyses, and 24/7 on-call coverage.

Synergy offers three options:

Office-based: **\$1000.00**

Individual sessions occur weekly with an additional caregiver sessions occurring every other week.

Home-based- **\$1500.00**

Individual and caregiver sessions occur weekly in the home (2 sessions weekly).

Home-based AF-CBT with Substance Abuse Treatment **\$1850.00**

1-2 weekly AF-CBT session in addition to sessions focusing on substance abuse issues. Urinalyses included.

Intensive Family Therapy (IFT): **\$1700.00**

Intensive Family Therapy (IFT) provides home and community-based intensive family therapy with small therapist caseloads, up to daily therapist contact, intensive therapist supervision, and case management. It adopts a strength-based approach while targeting the most acute factors contributing to family dysfunction and behavioral issues. It is a great option for families and children who need intensive services but who either are not a good fit or don't meet eligibility criteria for MST. Therapy sessions will occur up to twice weekly in the home and therapists will also work closely with the client's school and community and would be available to attend school or IEP meetings. Substance abuse focused sessions can also be incorporated as well as urinalysis, if needed. Psychiatric assessment, follow up and medication management are included at no additional cost as well as 24/7 days a wk. on-call coverage. Typical length of stay is 3-6 months, can serve ages 12-19.

Comprehensive Mental Health Substance Abuse Evaluation: **\$600.00**

A comprehensive substance use and mental health evaluation is a process wherein a licensed mental health professional attempts to answer questions about an adolescents emotional state, personality, pathology, behavior and cognitive / intellectual ability through the use of structured assessments such as the Global Appraisal of Individual Needs (GAIN), or, the Diagnostic Schedule for Children (DISC) and Child and Individual Diagnostic Interview - Substance Abuse Module (CIDI-SAM), collateral information, clinical interview, and clinical judgment. The evaluator provides a comprehensive conceptualization and written summary (including mental health diagnosis) of the adolescent that answers the referral question and provides greater insight and clarity into his / her functioning, as well as, to provide recommendations for treatment / placement level or legal purposes that will likely be most effective and efficient in meeting the adolescent's needs.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 4, 2016
SUBJECT: Adams County Government Countywide Printing Service
FROM: Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Adams County Public Information Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One for the renewal of the agreement with CopyCo Quality Printing for countywide printing services.

BACKGROUND:

The County requests printing services on an “as needed” basis for County business cards, letterhead, envelopes, and forms. The Adams County logo is composed of a number of elements. There are symbols, logotype, rules and the state graphic, each of which has been carefully crafted as part of the cohesive unit. To ensure the proper presentation of the logo, the County has developed a Graphic Standards Manual. The guidelines established are intended to maintain the consistent identity and visual uniformity across the range of applications for the Adams County logo. No element of the logo should be altered in any way. It is a visual identity that will carry on and carry forward the history, tradition, and positive image of Adams County.

After a Request for Proposal process was completed, the Board of County Commissioners approved an agreement with CopyCo Quality Printing (CopyCo) on April 15, 2015, to provide countywide printing services for letterhead, business cards, and envelopes for all Adams County Offices and Departments.

CopyCo has met the County’s expectations for the initial term of the Agreement. The County is satisfied with the company’s performance and would like to renew the Agreement, via Amendment One, for the 2016/2017 term in a not to exceed amount of three hundred-seventeen thousand six hundred-thirty dollars (\$317,630.00). The unit pricing will remain the same as was originally negotiated.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Information Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Office's and Departmental budgets for printing are determined individually using the agreed upon rates with CopyCo, with payments then made on as needed basis by administrative staff via purchase card. Exact expenditure amounts are unknown at this time.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN ADAMS
COUNTY AND COPYCO QUALITY PRINTING FOR COUNTYWIDE PRINTING SERVICES

WHEREAS, CopyCo Quality Printing currently provides countywide printing services; and,

WHEREAS, CopyCo Quality Printing has agreed to provide the services for the not to exceed amount of \$317,630.00 for option year one renewal; and,

WHEREAS, the Public Information Office is pleased with services provided by CopyCo Quality Printing under the current agreement, considers the fees fair and reasonable and requests to exercise option year one renewal of the existing agreement with CopyCo Quality Printing by means of the attached Amendment One.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and CopyCo Quality Printing be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment One with CopyCo Quality Printing after approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 4, 2016
SUBJECT: Adams County Ordinance No. 6 - Pet Animal Licensing and Control
FROM: Norman Wright, Community and Economic Development Director
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON August 23, 2016
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners conducts a first public reading of Ordinance No. 6.

BACKGROUND:

It is critical to update County Ordinances on a regular basis to maintain best practices. Ordinance No. 6 helps to ensure that Animal Management Officers are able to balance education and enforcement measures regarding pet animals.

Requested changes include the following:

- Revised definition of “Adams County Animal Management” and “Animal Management Officer”
- New definitions of “Barking Dog” and “Altered Dog”
- Revised definition of “Control” and “Pet Animal”
- New ordinance 5-8 Cruelty to Animals Prohibited
- New ordinance 5-11 Barking, Howling, or Other Unreasonable Animal Noise Prohibited
- New ordinance 5-13 Unsafe tethering

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Ordinance No. 6
Public Notice of First Reading

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

ADAMS COUNTY, COLORADO
ORDINANCE NO. 6
PET ANIMAL LICENSING AND CONTROL

RESOLUTION APPROVING ORDINANCE NO. 6: PET ANIMAL LICENSING AND CONTROL

WHEREAS, the Board of County Commissioners is expressly authorized by § 30-15-101, *et seq.*, C.R.S., as amended, to adopt a resolution establishing reasonable regulations and restrictions concerning the control, licensing, and impoundment of dogs and other animals; and,

WHEREAS, the Board of County Commissioners is also expressly authorized by § 30-15-401(1)(e), C.R.S., as amended, to adopt an ordinance for the control of unleashed or unclaimed animals; and,

WHEREAS, the Board of County Commissioners adopted “Ordinance No. 6: Pet Animal Licensing and Control” on September 13, 2004, which established regulations and procedures for the control and licensing of dogs and other animals in the unincorporated areas of the County; and,

WHEREAS, Adams County Animal Management (“ACAM”) has recommended that Ordinance No. 6 be revised to incorporate regulations that better enable ACAM to regulate the licensing and control of dogs and other animals; and,

WHEREAS, the Board of County Commissioners concurs with the recommendations of ACAM, and finds that the licensing and regulation of dogs and other animals within the territory of unincorporated Adams County is a matter of local concern that is necessary for the protection of the health, safety, and welfare of the citizens of Adams County.

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners, County of Adams, State of Colorado, that, upon the effective date of the new ordinance, “Ordinance No. 6: Pet Animal Licensing and Control” adopted on September 13, 2004, shall be rescinded in its entirety and superseded and replaced by a new “Ordinance No. 6: Pet Animal Licensing and Control,” which shall become effective as of the date set forth herein; and,

BE IT FURTHER ORDAINED that this Ordinance shall be recorded and published in accordance with § 30-15-405, C.R.S., as amended and shall come before the Board of County Commissioners for adoption on _____; and,

BE IT FINALLY ORDAINED that a copy of this Ordinance shall be posted on the Adams County website.

ARTICLE I: DEFINITIONS

Pursuant to § 2-4-101, C.R.S., as amended, all words and phrases contained in this Ordinance shall be read in context and construed according to the rules of grammar and common usage, unless otherwise particularly defined herein.

- 1-1. **“Adams County Animal Shelter/Adoption Center (ACASAC)”** means the animal shelter owned and operated by Adams County for the impoundment of animals, pursuant to § 30-15-101(1)(a)(IV), C.R.S., as amended, and the Pet Animal Care and Facilities Act, § 35-80-101, *et seq.*, C.R.S., as amended.
- 1-2. **“Adams County Animal Management (ACAM)”** means the work unit within the Adams County Department of Community and Economic Development, tasked with the duties and responsibilities associated with the management, control, and enforcement of pet animal issues.
- 1-3. **“Animal”** means any living dumb creature.
- 1-4. **“Animal Management Officer”** means any employee of Adams County who is engaged in pet animal control. Pursuant to § 30-15-105 and § 29-7-101 C.R.S., as amended, any Adams County employee engaged in animal control, however titled or administratively assigned, may issue citations or summonses and complaints enforcing this Ordinance and shall be included in the definition of a “peace officer” under § 18-3-201(2), C.R.S., as amended, as it pertains to assaults upon peace officers.
- 1-5. **“Animal in heat”** means a female dog or other animal during its regular recurrent period of estrus (heat) or ovulation.
- 1-6. **“Barking Dog”** means any dog, whether on or off the dog owner’s premises, that disturbs the peace of any person by loud, habitual, and persistent barking, howling, yelping, whining, or other utterance.
- 1-7. **“Bodily injury”** means any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring professional medical treatment or any physical injury that requires corrective or cosmetic surgery, or any other injury as defined in § 18-9-204.5(2)(a), C.R.S., as amended.
- 1-8. **“Caretaker”** means any person who harbors an animal or has the custody, charge, care, or possession of a pet animal, including the owner of the animal.
- 1-9. **“Confined”** means caged or restrained in a manner that prevents or precludes escape.

- 1-10. “**Control**” means:
- (a) Physical restraint of an animal by means of a leash, cord, or chain or confinement of a animal within the boundaries of the real property of its owner or caretaker; or
 - (b) Physical or verbal command, domination, or regulation of animals, such as working livestock, retrieving wild game in season with a licensed hunter, assisting law enforcement officers, or being trained for any of these pursuits; or
 - (c) Prevention of noise or disturbance that constitutes a violation of section 5-11, below.
- 1-11. “**Dog or domestic dog**” means any animal of the genus and species *Canis Familiaris* or that is related to the wolf.
- 1-12. “**Excessive pet animal feces**” means any accumulation of feces from one or more pet animals in sufficient quantity to generate odors off the premises of the owner or caretaker.
- 1-13. “**Harboring**” means occupying any premises on which an animal is kept or to which an animal customarily returns for food and care. Persons harboring an animal shall be subject to the provisions of this Ordinance as it applies to animal owners and caretakers.
- 1-14. “**Impound**” means to take custody of and hold an animal at the ACASAC.
- 1-15. “**Licensed facility**” means a dog kennel, boarding, or breeding facility duly regulated, inspected, and licensed by any federal or state governmental entity, including the United States Department of Agriculture and the Colorado Department of Agriculture.
- 1-16. “**Livestock**” means cattle, swine, sheep, goats, and such horses, mules, asses, and other animals used in the farm or ranch production of food, fiber, or other agricultural products.
- 1-17. “**Owner**” means any person who is eighteen (18) years of age or older, or the parent or guardian of any child under the age of eighteen (18) years, that has, possesses, controls, harbors, keeps, has a financial interest in, or has custody of an animal, including a vicious animal as the term is defined in this Ordinance.
- 1-18. “**Person**” means any individual human being or any firm, corporation, or other organization.
- 1-19. “**Pet animal**” means:
- (a) Any animal owned or kept by a person for companionship or protection or for sale to others for such purposes, pursuant to § 30-15-101(3), C.R.S., as amended.

- (b) The definition of “pet animal” does not include feral cats, wildlife, livestock used for any purposes or that is stray as defined in § 35-44-101, C.R.S., as amended, or animals that are owned or bought and sold through the efforts of those that are licensed, inspected, or both, by the United States Department of Agriculture, the Colorado Department of Agriculture, or both.
- 1-20. “**Provocation**” means threatening, tormenting, teasing, or striking an animal.
- 1-21. “**Rabies vaccination tag**” means a valid metal tag issued by a licensed veterinarian evidencing a current rabies vaccination.
- 1-22. “**Running-at-large**” means an animal that is not on the property of its owner or caretaker or is not under the control of a person.
- 1-23. “**Altered Dog**” means a dog from which the reproductive organs have been removed (spayed or neutered).
- 1-24. “**Unaltered dog**” means a dog that is six (6) months of age or older and is not spayed or neutered.
- 1-25. “**Vicious or dangerous animal**” means:
- (a) Any pet animal that has inflicted bodily injury upon or has caused the death of a person, another animal, or livestock; or
 - (b) Any pet animal that has demonstrated tendencies that would cause a reasonable person to believe the animal may inflict bodily injury upon or cause the death of any person, another animal, or livestock; or,
 - (c) Any pet animal that has engaged in or been trained for animal fighting as described and prohibited in § 18-9-204, C.R.S., as amended; or
 - (d) A dangerous dog, as defined in § 18-9-204.5, C.R.S., as amended.
- 1-26. “**Wildlife**” means living things and especially mammals, birds, fishes, and reptiles that are neither human nor domesticated.

ARTICLE II: DUTIES OF ANIMAL MANAGEMENT OFFICERS

- 2-1. Pursuant to § 30-15-102(3), C.R.S., as amended, Animal Management Officers shall have the duty and authority to enforce all sections of this Ordinance as it pertains to pet animals, including issuing, signing, and serving summonses and complaints and making all administrative determinations as required by this Ordinance.
- 2-2. It shall be lawful for an Animal Management Officer to enter upon private property to capture an animal to be impounded for violation of this Ordinance if:

- (a) The Animal Management Officer has obtained a search warrant; or
 - (b) The Animal Management Officer has obtained the consent of the owner or resident of the property; or
 - (c) The Animal Management Officer is in pursuit of an animal that has been running-at-large, except that the Animal Management Officer shall not enter into any enclosed building or structure on private property without a search warrant or the consent of the owner or resident of the property upon which the enclosed building or structure is located.
- 2-3. Nothing in this Ordinance shall be construed to prevent any Animal Management Officer from taking whatever action is reasonably necessary to protect his or her person or members of the public from injury by any animal.

ARTICLE III: RECORDS

- 3-1. It shall be the duty of ACAM to keep, or cause to be kept, accurate, detailed, and complete records of all summonses, complaints, warnings, and violations issued under this Ordinance.

ARTICLE IV: LICENSING OF DOGS

- 4-1. Owners of dogs that are six (6) months of age or older shall cause such dogs to be licensed by ACASAC. Each dog license shall be valid for a period of three hundred sixty-five (365) days from the date of issuance and shall be renewed annually.
- 4-2. To obtain a dog license, the owner must present to ACASAC a valid rabies vaccination certificate indicating the dog has been vaccinated against rabies by a licensed veterinarian.
- 4-3. The fees for licensing shall be established annually by resolution of the Board of County Commissioners and shall be assessed as follows:
- (a) Spayed and neutered dogs. The annual licensing fee for spayed and neutered dogs shall apply upon presentation to ACASAC of valid proof from a licensed veterinarian that the dog has been neutered or spayed. Unaltered dogs may be licensed for this fee if ACASAC finds, in its sole discretion, that there is a valid medical reason precluding the dog from being spayed or neutered.
 - (b) Unaltered dogs. The annual licensing fee for dogs that do not meet the criteria established under section 4-3(a) shall be the fee established for unaltered dogs.

(c) Exemption for licensed facility owners. Owners of licensed facilities shall be exempt from paying licensing fees but shall be subject to all other provisions of this Ordinance.

ARTICLE V: PROHIBITED OR UNLAWFUL ACTS

5-1. **Rabies vaccinations required.** *Dog owners shall be strictly liable for violations of this section, regardless of the actions of any non-owner caretakers.*

(a) Vaccination required. The owner or custodian of any dog or cat shall have such dog or cat vaccinated against rabies by a licensed state veterinarian, unless such owner or custodian presents to the animal management officer a written statement from a state licensed veterinarian that vaccination against rabies would be detrimental to the health of such dog or cat. Such vaccination shall be performed on or before the appropriate anniversary date of the initial vaccination as determined by the compendium of animal rabies control § 25-4-615(2), C.R.S. Any person who acquires within the county a dog or cat shall have such dog or cat vaccinated within 30 days of such acquisition or within 30 days after the dog or cat reaches six months of age, whichever occurs later.

(b) Unlawful to possess unvaccinated dog or cat. It is unlawful for any person to possess any dog or cat which has not been vaccinated for rabies as provided for in subsection (a) of this section or which cannot be identified as having a current certificate of vaccination

(c) It shall be unlawful for a dog to be off of the property of its caretaker without wearing its current rabies vaccination tag, which shall be affixed to the dog by means of a collar or harness.

(d) It shall be unlawful for a dog to have affixed to it a license/rabies tag other than its own.

5-2. **Licensing.** *Dog owners shall be strictly liable for violations of this section, regardless of the actions of any non-owner caretakers.*

(a) It shall be unlawful for a dog that is age six (6) months or older to not be licensed as prescribed herein.

(b) It shall be unlawful for a dog to be off of the property of its caretaker without wearing its current county license tag, which shall be affixed to the dog by means of a collar or harness.

(c) It shall be unlawful for a dog to have affixed to it a license/rabies tag other than its own.

5-3. **Accumulation of excessive pet animal feces prohibited.** It shall be unlawful for an owner or caretaker of any pet animal to permit excessive pet animal feces to accumulate.

5-4. **Animals-at-large prohibited.**

(a) It shall be unlawful for the owner or custodian of any animal to permit the same to run, go, or be at large on any street or public place within the county, or upon the premises of any other person, without prior written permission of such other person.

(b) Exception: This section shall not apply to areas designated by the county as dog training areas or off leash dog park sites. At such sites, owners or custodians may allow dogs to run, go, or be at large off leash, subject to the conditions listed below. Violation of any of these conditions shall constitute a violation of this section:

1. Owners and custodians shall not bring their dogs into an off-leash site, or remain at the site with their dogs, after sunset or before sunrise.
2. Owners and custodians shall keep their dogs leashed when entering or leaving the fenced enclosure of the off-leash site and must have a visible leash with them at all times.
3. Dogs must be accompanied by a person at least eighteen (18) years of age when inside the enclosure.
4. Children under the age of 18 must be supervised by a person eighteen (18) years or older.
5. Owners and custodians shall not allow their dogs to chase or harass wildlife or other dogs.
6. Owners and custodians shall not leave their dogs unattended.
7. Owners and custodians shall immediately remove their dog's waste.
8. Pinch (prong) and spike collars must be removed prior to entering the enclosure.
9. No more than two (2) dogs per owner or custodian are allowed.
10. Owners/custodians shall not bring any of the following dogs into the off-leash site:
 - Dangerous or aggressive dogs;
 - Female dogs in heat;
 - Dogs without a current vaccination tag attached to the collar worn by the dogs;
 - Dogs without a current identification tag attached to the collar worn by the dog or a traceable microchip;
 - Unvaccinated dogs;
 - Dogs known to be ill or exhibiting signs of illness; or
 - Dogs not under voice command, unless in areas at the site designated for training.
11. Any person who brings a dog to an off-leash dog park or dog training site designated by the county shall be treated as the owner or custodian of the dog for purposes of this section.
12. Anyone entering an off-leash dog park or dog training site designated by the county assumes the risk of injury and property damage caused by their

own dog, other dogs, other persons, or any of the facilities at the site. By entering this site, every person agrees to release the County of Adams and its employees from liability for injuries or property damage caused by any act or omission of the county or its employees. The owner or custodian assumes liability for any injury or property damage to persons or other dogs caused by their dog.

5-5. **Animals prohibited from causing damage.**

(a) It shall be unlawful for the owner or custodian of any animal to permit said animal, with or without the direct knowledge of that owner or custodian, to destroy, damage, or injure any shrubbery, plants, flowers, grass, lawn fence, structure, part of any structure, other domestic animal, or anything whatsoever upon any private property owned or occupied by a person other than the owner or custodian of such animal. The owner or custodian may not permit or allow their animal to come into contact with a motor vehicle owned by someone other than the owner or custodian of the animal in such a way so as to cause damage to the motor vehicle when said motor vehicle is on property other than that of the animal owner or custodian. Any animal permitted to engage in the activities prohibited by this section may be impounded as provided in section 7-1.

(b) Any animal found trespassing or found causing damage to property as described in subsection (a) of this section may be humanely restrained by the owner or occupant of such property, or by such owner's or occupant's agent, for a reasonable time, during which time such owner, occupant, or agent shall notify animal management of his possession of the animal, release the animal to the owner or custodian, release the animal at the site of its capture, or transport the animal to the animal shelter.

5-6. **Animals in heat must be confined.** Any unspayed dog in the stage of estrus (heat) shall be confined during such time in a house or secure and enclosed building, and said area of enclosure shall be so constructed that no male dog may gain access to the confined animal. The Animal Management Officer shall order any unspayed dog that is in the state of estrus and that is not properly confined, or any such dog that is creating a neighborhood nuisance to be removed to a boarding kennel, to a veterinary hospital, or to the animal shelter. All expenses incurred as a result of the confinement shall be paid by the owner or custodian.

5-7. **Dangerous dog (unlawful ownership), Damages/destroys property of another, Bodily injury to person, Serious bodily injury to person, Injury/death to an animal is prohibited.**

(a) It shall be unlawful for any person to unlawfully, own, possess, harbor, keep, have a financial/property interest in, have custody/control over a dangerous dog and said dog cause bodily injury to a person, serious bodily injury to a person, injury/death of a domestic animal, or damage/destruction of property of another. This is reserved for restitution of more than one thousand dollars (\$1,000) involving injury.

(b) Notice and Payment for cost of care of pet animals pursuant to § 18-9-202-5, C.R.S. The purpose of this notice and payment is to provide for the cost of impoundment, care, and provisions of identified pet animal(s) in the custody of ACASAC for a period of 30 days, including the day on which the pet animal(s) was taken into custody.

5-8. **Cruelty to animals prohibited.** Pursuant to § 18-9-202, C.R.S., it shall be unlawful for any person to knowingly, with criminal negligence, cause and procure the over-driving, over-working, torturing, tormenting, deprivation of necessary sustenance, unnecessary and cruel beating, needless mutilation, needless killing, carrying in and upon a vehicle in a cruel manner, engage in sex act with or otherwise mistreat and neglect an animal, or with criminal negligence cause and procure the over-driving, over-working, tormenting, deprivation of necessary sustenance, unnecessary and cruel beating, needless mutilation, needless killing, carrying in and upon a vehicle in a cruel manner, engage in sex act with or otherwise mistreat and neglect an animal.

(a) Neglect of animals is prohibited. It shall be unlawful for the owner or custodian of any animal to deprive such animal(s) of adequate nutrition, potable water available at all times, proper protection from the elements and extremes in temperature, opportunity for exercise, adequate veterinary care, grooming, socialization, or otherwise neglect such animal in any manner as to endanger its health or cause it to suffer.

(b) Abandonment of animal is prohibited. It shall be unlawful to intentionally abandon any animal.

(c) An Animal Management Officer, having authority to act under this section, may take possession of and impound an animal that the Animal Management Officer has probable cause to believe is a victim of a violation of subsection (a) of this section, or is a victim of a violation of § 18-9-204, C.R.S., and as a result of the violation is endangered if it remains with the owner or custodian. If, in the opinion of a licensed veterinarian, an animal impounded pursuant to this Section 5-8 is experiencing extreme pain or suffering, or is severely injured past recovery, severely disabled past recovery, or severely diseased past recovery, the animal may be euthanized without a court order.

5-9. **Habitual violations of ordinance prohibited.** It shall be a separate unlawful offense for an owner or caretaker of any animal to be convicted of violating this Ordinance three (3) or more times during any consecutive twelve (12) -month period of time.

5-10. **Interference with an Animal Management Officer prohibited.** It shall be unlawful for any person to knowingly interfere with, hinder, or obstruct an Animal Management Officer in the performance of his or her duties under this Ordinance.

5-11. **Barking, Howling, or Other Unreasonable Animal Noise Prohibited.**

(a) Any person who owns or keeps a dog commits a class two (2) petty offense if such dog individually makes, or in combination with another dog or dogs together make, any noises or disturbances by barking, howling, yelping, whining or other utterance that is audible beyond the premises on which the dog is kept, for a consecutive period in excess of twenty (20) minutes during the day (7 A.M. to 9 P.M.) or for a consecutive period in excess of ten (10) minutes during the night (9:01 P.M. to 6:59 A.M.), and/or a cumulative period in excess of one-hundred twenty (120) minutes during any twenty-four (24) hour period.

(b) No summons and complaint for a violation of this Section 5-11 shall be issued unless at least one written warning, signed by the Animal Management Officer and at least one complainant, has been issued to an owner or keeper of the dog or dogs that have exceed the noise limits. Such written warning shall contain the date and time when the violation occurred and a brief explanation of the nature of the noise complaint. Once a written warning has been issued, a summons and complaint may be issued for any violations that have occurred seven (7) days after the written warning without the necessity of an additional warning.

(c) No summons and complaint shall be issued, nor shall there be a conviction for a violation of this Section 5-11, unless there are two (2) complaining witnesses from separate households who have signed such complaint; except that only one (1) complaining witness shall be required to sign the complaint under either of the following circumstances:

(1) An Animal Management Officer or Deputy Sheriff has personally investigated the complaint of a single complainant and observed the nature and duration of the noise created by the dog(s) and can testify as to such observations, or

(2) A complainant has presented to the Animal Management Officer or Deputy Sheriff at the time of the complaint other credible and admissible corroborative evidence of the alleged violation such as a video recording with a date stamp.

5-12. **Provocation of animals prohibited.** It shall be unlawful for any person to engage in provocation of an animal.

5-13. **Unsafe tethering.** It shall be unlawful for the owner or custodian of any animal to tether any animal in such a manner that the animal may become entangled and unable to reach shelter or water, or in such a manner that the animal may be injured, strangled, or otherwise caused to suffer.

(a) It shall be unlawful to tether any animal on any property other than that of the owner or custodian without prior written permission of the property owner or occupant, or to allow any animal tethered on the property of the owner or custodian to have access to property other than that of the animal owner or custodian.

(b) Any injured animal on public property or property other than that of the owner or custodian without permission of the property owner or occupant shall be removed by the Animal Management Officer and given any stabilizing veterinary treatment deemed reasonable under shelter guidelines, pending notification of the owner or custodian. The owner or custodian of such animal shall be liable for all veterinary expenses and impoundment fees.

ARTICLE VI: PENALTIES FOR VIOLATIONS

- 6-1. Pursuant to § 30-15-102(1), C.R.S., as amended, any violation of this Ordinance shall be a class two (2) petty offense and shall be punishable by a fine of not more than one thousand dollars (\$1,000), or by imprisonment in the county jail for not more than ninety (90) days, or by both such fine and imprisonment for each separate offense.
- 6-2. Pursuant to § 30-15-402, C.R.S., as amended, Animal Management Officers, and/or any arresting law enforcement officers, are hereby authorized to assess penalties for violations of this Ordinance in accordance with the penalty assessment procedures of § 16-2-201, C.R.S., as amended, and as otherwise specified herein.
- 6-3. Accordingly, a graduated fine schedule for violations of this Ordinance shall be imposed as follows:

VIOLATION	SECTION OF ORDINANCE	NUMBER OF OFFENSES	FINE
Failure to vaccinate against rabies	§ 5-1(a)	1	\$50
		2	\$100
		3 or more	\$150
Rabies vaccination tag not affixed	§ 5-1(c)	1	\$50
		2	\$100
		3 or more	\$150
Misuse of rabies vaccination tag	§ 5-1(d)	1	\$50
		2	\$100
		3 or more	\$150
Failure to license animal	§ 5-2(a)	1	\$25
		2	\$50
		3 or more	\$100
License tag not affixed to animal	§ 5-2(b)	1	\$25
		2	\$50
		3 or more	\$100
Misuse of animal license tag	§ 5-2(c)	1	\$25
		2	\$50
		3 or more	\$100
Excessive accumulation of pet animal feces	§ 5-3	1	Warning
		2	\$50
		3 or more	\$100

Animal-at-large	§ 5-4	1 2 3 or more	\$75 \$150 \$300
Animal in heat and not confined	§ 5-6	1 2 3 or more	\$100 \$200 \$300
Vicious or dangerous animal not confined	§ 5-7	1 2 or more	\$300 \$500
Habitual violations	§ 5-9	1 or more	\$500
Interference with an Animal Management Officer	§ 5-10	1 or more	\$1,000
Barking, Howling, or Other Unreasonable Animal Noise Prohibited	§ 5-11	1 2 3 or more	Warning \$50 \$100
Provocation of an animal	§ 5-12	1 2 3 or more	\$50 \$75 \$100

- 6-4. The graduated fines enumerated above shall be imposed when any caretaker or other person violates this Ordinance.
- 6-5. Pursuant to § 30-15-102(3), C.R.S., as amended, whenever an Animal Management Officer has probable cause to believe a violation of this Ordinance has occurred, the officer shall issue a penalty assessment notice to the alleged offender, which shall be in the form of a summons and complaint substantially similar to the example attached hereto and incorporated herein as “Exhibit A.”
- 6-6. Pursuant to § 16-2-201(2), C.R.S., as amended, the summons and complaint shall identify the alleged offender, state with specificity the sections of this Ordinance that were allegedly violated by the offender, state the applicable fine for the offense or each offense, and state that the alleged offender must pay the fine(s) by a date certain or appear to answer the charge(s) at a specified time and place. A duplicate copy of the summons and complaint shall be sent to the County Court Clerk of the 17th Judicial District.
- 6-7. Pursuant to § 16-2-201(3), C.R.S., as amended, if the person given a summons and complaint chooses to acknowledge guilt, the person may pay the assessed fine by mail within the time specified in the summons and complaint.
- 6-8. If the person given a summons and complaint chooses not to acknowledge guilt and to contest the violation(s) alleged, the person shall appear in court at the date, time, and place specified in the summons and complaint.
- 6-9. Pursuant to § 30-15-402(1), C.R.S., as amended, any person convicted of violating section 5-4 of this Ordinance shall be subject to the surcharges imposed pursuant to § 30-15-402(2), C.R.S., as amended.

ARTICLE VII: IMPOUNDING ANIMALS

- 7-1. **Animals running-at-large.** Pursuant to §§ 30-15-101(1)(a)(IV) and (V), C.R.S., as amended, an Animal Management Officer may impound any animal not under control or found running-at-large, including dogs found without license tags, any animal that has inflicted bodily injury, any animal that appears to be sick or injured and in need of medical attention, and/or any animal otherwise in violation of this Ordinance.
- 7-2. **Disposition of animals found running-at-large.** Animals found running-at-large shall be impounded for up to five (5) business days, during which time the staff of the ACASAC shall make reasonable efforts to identify and notify the owner of the pet animal of its impoundment.
- (a) If the owner of the animal is identified and notified, the animal may be released to the custody and control of the owner or the owner's designee upon payment in full of the costs incurred by the ACASAC in boarding and caring for the pet animal.
- (b) If the ACASAC staff is unable to identify or notify the owner of a pet animal of its impoundment, after making reasonable efforts to do so for at least five (5) business days, the pet animal may be made available for adoption or may be humanely euthanized at the sole discretion of the manager of the ACASAC.
- (c) If an impounded animal is determined by the Director or their designee of the ACASAC to be critically injured or ill, and it is deemed by the Director or their designee to be in the best interests of the animal for it to be humanely euthanized, such euthanization may occur immediately at the sole discretion of the Director or their designee.
- (d) If the owner of an animal is identified after the animal is adopted or euthanized, the owner shall be liable for the costs of board and care during the animal's impoundment.
- 7-3 **Animals that inflict bodily injury.** Any animal that is suspected of having bitten or that bites a person causing bodily injury shall be immediately impounded for a minimum of ten (10) days from the date of the suspected bite or bites to be observed for symptoms of rabies. The impoundment can be in home quarantine or impoundment at the ACASAC if a serious bodily injury occurs. During the impoundment period, the animal shall not be placed for adoption, placed in foster care, or returned to its owner or caretaker. The owner of the pet animal shall be liable for the costs of board and care incurred by the ACASAC during the period of impoundment.

The provisions of § 25-4-601, *et seq.*, C.R.S., as amended, concerning rabies control, shall be applicable to such incidents of impoundment. Pursuant to § 18-9-202.5, C.R.S, the purpose of this notice and payment is to provide for the cost of

impoundment, care and provision of identified animal(s) in the custody of the impound agency for a period of at least 30 days, including the day on which the animal(s) is/are taken into custody.

- 7-4 **Disposition of animals that inflict bodily injury.** An animal that bites a person causing bodily injury may be euthanized following the minimum period of impoundment, unless otherwise ordered by a court of competent jurisdiction.
- 7-5. **Disposition of unclaimed animals.** Any animal that remains impounded and unclaimed for a period of forty-eight (48) consecutive hours following notification of its owner of its impoundment, or following a court hearing at which violation of this Ordinance was at issue, shall become the property of the ACASAC. The animal may thereafter be adopted or humanely euthanized in accordance with the policies of the ACASAC, but the owner of the animal shall not thereby be discharged from liability for the costs associated with the board and care of the animal during its impoundment.

ARTICLE VIII: ADDITIONAL PROVISIONS

- 8-1 **Validity of ordinance.** Pursuant to § 18-9-204.5(5)(b), C.R.S., as amended, nothing in § 18-9-204.5, C.R.S., as amended, shall be construed to abrogate Adams County's authority to adopt animal management and licensing ordinance and to impose penalties for violations of such ordinance as provided by law.
- 8-2. **No liability associated with enforcement.** Pursuant to § 30-15-104, C.R.S., as amended, the Board of County Commissioners, Animal Management Officers, employees at the ACASAC, and any other persons authorized to enforce this Ordinance, shall not be held responsible for any accident or subsequent disease that may occur to any animal in connection with the administration of this Ordinance.
- 8-3. **Disposition of fines.** Pursuant to § 30-15-103, C.R.S., as amended, all fines and licensing fees collected by the County for violations of this Ordinance shall be paid into the treasury of the County, and deposited into the County's general fund, as such fines and fees are collected.
- 8-4. **Limitation on suits.** Pursuant to § 30-15-409, C.R.S., as amended, prosecutions for the commission of any violation of this Ordinance shall be barred one (1) year after the commission of the offense.
- 8-5. **Severability.** If any section, paragraph, clause, or provision of this Ordinance shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Ordinance, it being the intention that the various parts hereof are severable.
- 8-6. **Effective Date.** Pursuant to § 30-15-405, C.R.S., as amended, this Ordinance shall take effect thirty (30) days after its final publication.

STATE OF COLORADO vs. _____ Date and Time of Violation: _____

Defendant (Last Name) (First) (Middle) Date of Birth (Mo.) (Day) (Yr.)

Defendant Address City State Zip Code Phone Number

Driver's License Number Type/Class State Race Sex Weight Height Hair Eyes

Animal Description Breed Sex Color Age Location of Violation

C.R.S. 18-9-202(1)(a) (M-1) CRUELTY TO ANIMALS

_____ (Defendant), did unlawfully, {{(knowingly) (with criminal negligence)}} cause and procure the {{(over-driving) (overloading) (over-working) (torturing) (tormenting) (deprivation of necessary sustenance) (unnecessary and cruel beating) (carrying in and upon a vehicle in a cruel manner)}} {engage in sex act with} or with criminal negligence cause and procure the {{(over-driving) (overloading) (over-working) (tormenting) (deprivation of necessary sustenance) (unnecessary and cruel beating) (needless mutilation) (needless killing) (carrying in and upon a vehicle in a cruel manner)}} {engage in sex act with} or otherwise mistreat and neglect an animal, or caused and procured it to be done; to wit: (animal description)

C.R.S. 18-9-202(1)(a) (M-1) (CRUELTY) NEGLECT OF ANIMALS

_____ (Defendant), having the charge and custody of an animal, to wit: _____ did unlawfully, {{(knowingly) (with criminal negligence)}}, fail to provide said animal with {{(proper food) (drink) or (protection from the weather)}} or abandoned said animal.

C.R.S. 18-9-202(1)(b) (M-1) CRUELTY TO ANIMALS (ABANDONMENT OF DOG/CAT)

_____ (Defendant), intentionally abandoned a {{(dog) (cat)}}.

- C.R.S. 18-9-204.5 DANGEROUS DOG (UNLAWFUL OWNERSHIP)
- DAMAGES/DESTROYS PROPERTY OF ANOTHER (3)(b)(III)(B.5) (1PO)
- BODILY INJURY TO PERSON (3)(b) (M-3)
- SERIOUS BODILY INJURY TO PERSON (3)(c) (M-1)
- INJURY/DEATH TO DOMESTIC ANIMAL (3)(e)(I) (M-3)

_____ (Defendant), unlawfully {{(owned) (possessed) (harbored) (kept) (had a financial/property interest in) (had custody/control over)}} a dangerous dog and said dog caused {{(bodily injury to a person) (serious bodily injury to a person) (injury/death of a domestic animal)}} {damage/destruction of property of another} to wit:

You are Summoned and Ordered to Appear to Answer Charges as Stated Below in:

ADAMS COUNTY COURT at 1100 Justice Center Drive in Brighton, Colorado on _____, 20____ at _____ M

WITHOUT ADMITTING GUILT, I HEREBY PROMISE TO APPEAR AT THE TIME AND PLACE INDICATED ABOVE

THE UNDERSIGNED HAS PROBABLE CAUSE TO BELIEVE THAT THE DEFENDANT COMMITTED THE OFFENSE(S) AGAINST THE PEACE AND DIGNITY OF THE PEOPLE OF THE STATE OF COLORADO AND AFFIRMS THAT A COPY OF THIS SUMMONS & COMPLAINT FORM WAS DULY SERVED UPON THE DEFENDANT.

AGENT - PRINT LAST NAME _____

DEFENDANT _____

DATED THIS _____ DAY OF _____ 20____ AGENT _____

02027

AGENCY RECORDS - 4

ATTITUDE GOOD VERY GOOD POOR VERY POOR

SPECIAL CONDITIONS:

OFFICER NOTES AND OBSERVATIONS: (What, Where, How, Defendant's Attitude)

DEFENDANT - 2

THIS IS A LEGAL DOCUMENT - READ BOTH SIDES

SPECIAL REQUIREMENTS FOR MINORS: (Persons Under 18 Years Of Age)

If you are required to appear in Court, you must be accompanied by a parent or guardian.

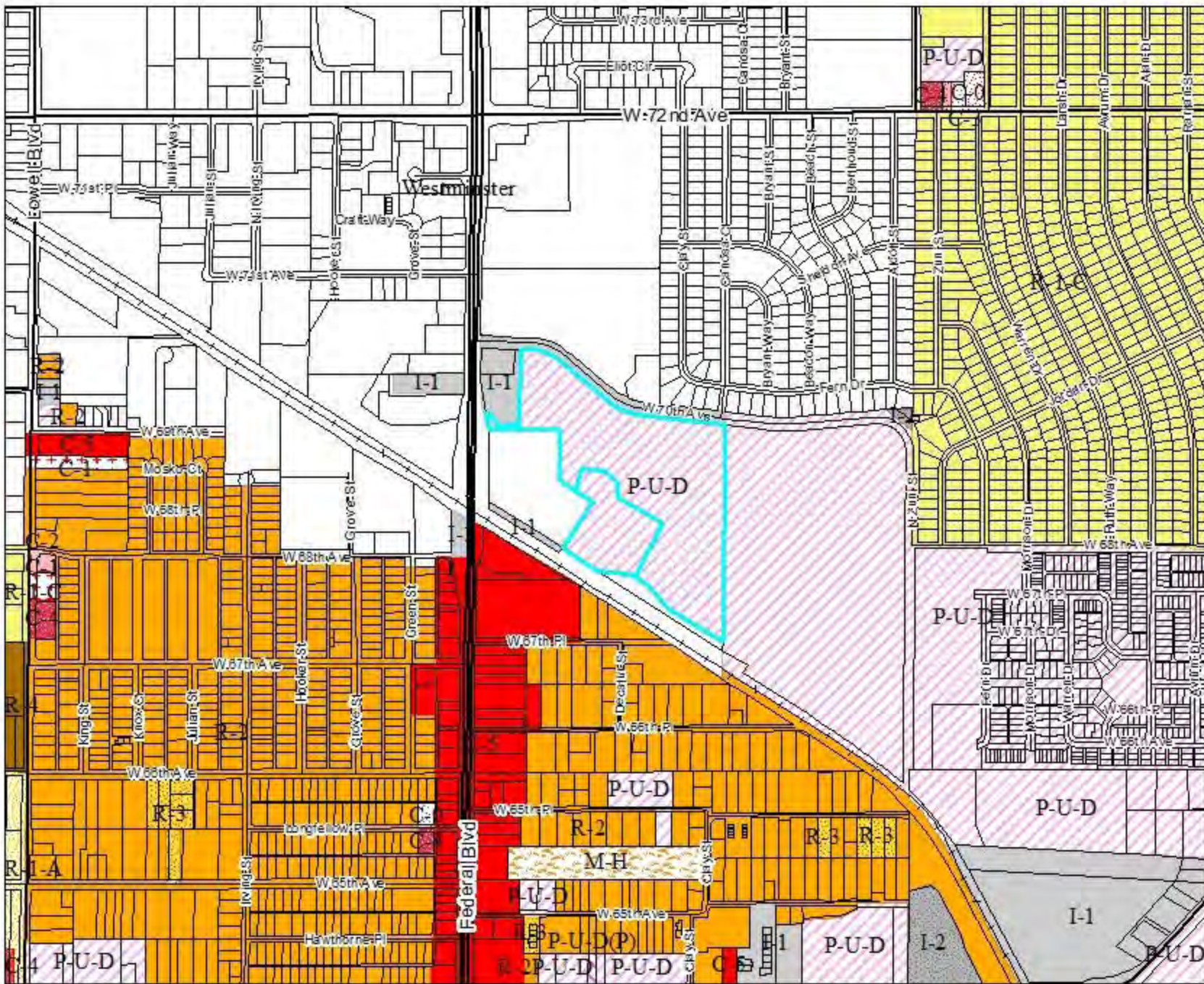
READ CAREFULLY THE INSTRUCTIONS WHICH APPLY TO THE TYPE OF SUMMONS OR PENALTY ASSESSMENT CHECKED ON THE REVERSE SIDE.

INSTRUCTIONS - SUMMONS (Offense)

The citation you have received is a Summons and requires your appearance in Court at the time, place, and date shown. Failure to appear in Court on or before the time and date shown constitutes a separate offense of "Failure to Obey a Summons" and a warrant will be issued for your arrest.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that at a regular public hearing held on October 4, 2016, the Board of County Commissioners of the County of Adams, State of Colorado, introduced and read County Ordinance Number 6, titled Pet Animal Licensing and Control. The full text of said ordinance is as follows:



LEGEND

- ★ Special Zoning Conditions
 - Section Numbers
 - Railroad
 - Major Water
 - Zoning Line
 - Sections
- Zoning Districts**
- A-1
 - A-2
 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)
 - Airport Noise Overlay

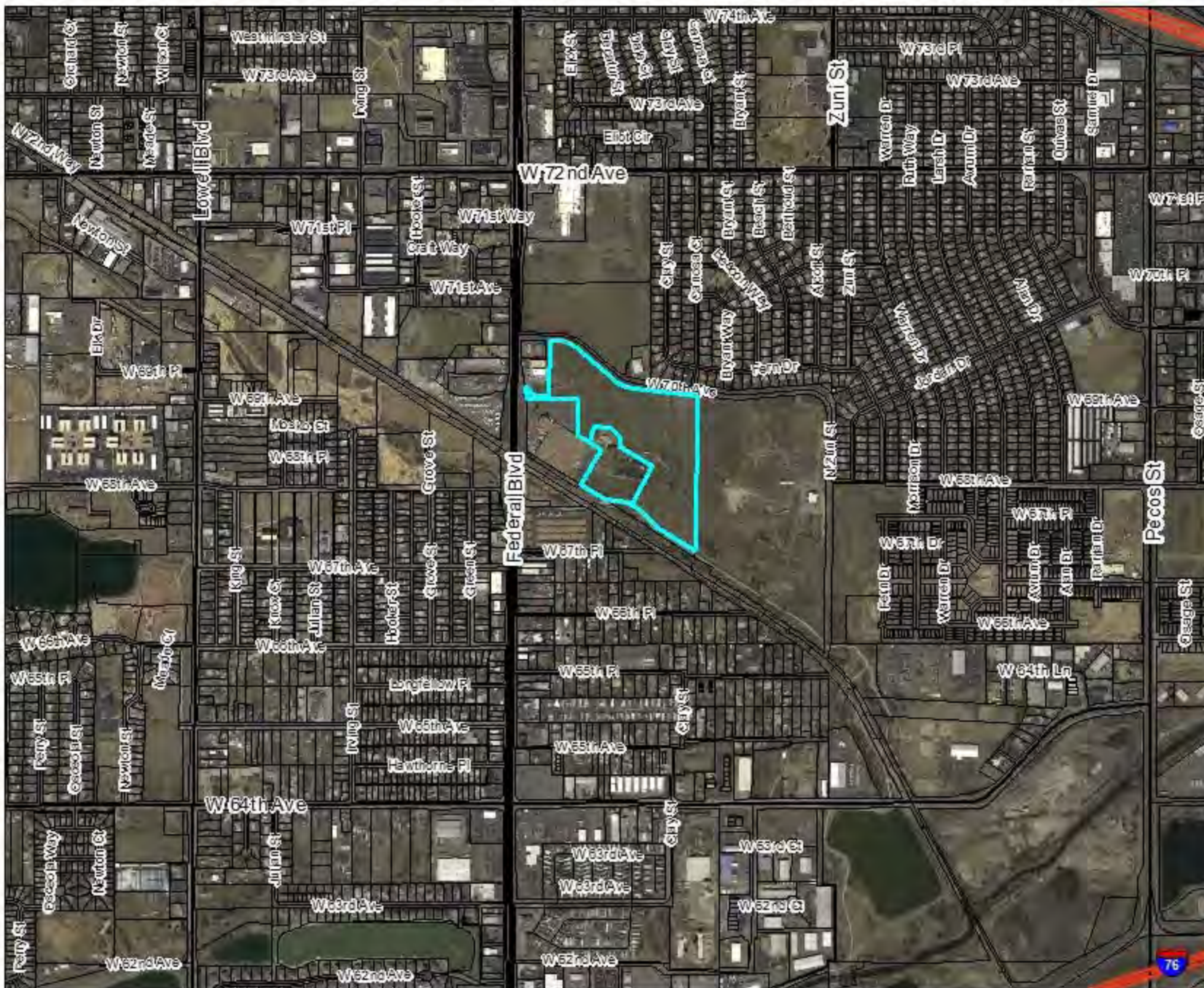
Pomponio Terrace Filing 1 & 2
PRC2016-00004



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy.



LEGEND

- ★ Special Zoning Conditions
- Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- ▨ Airport Noise Overlay
- ▨ Incorporated Areas

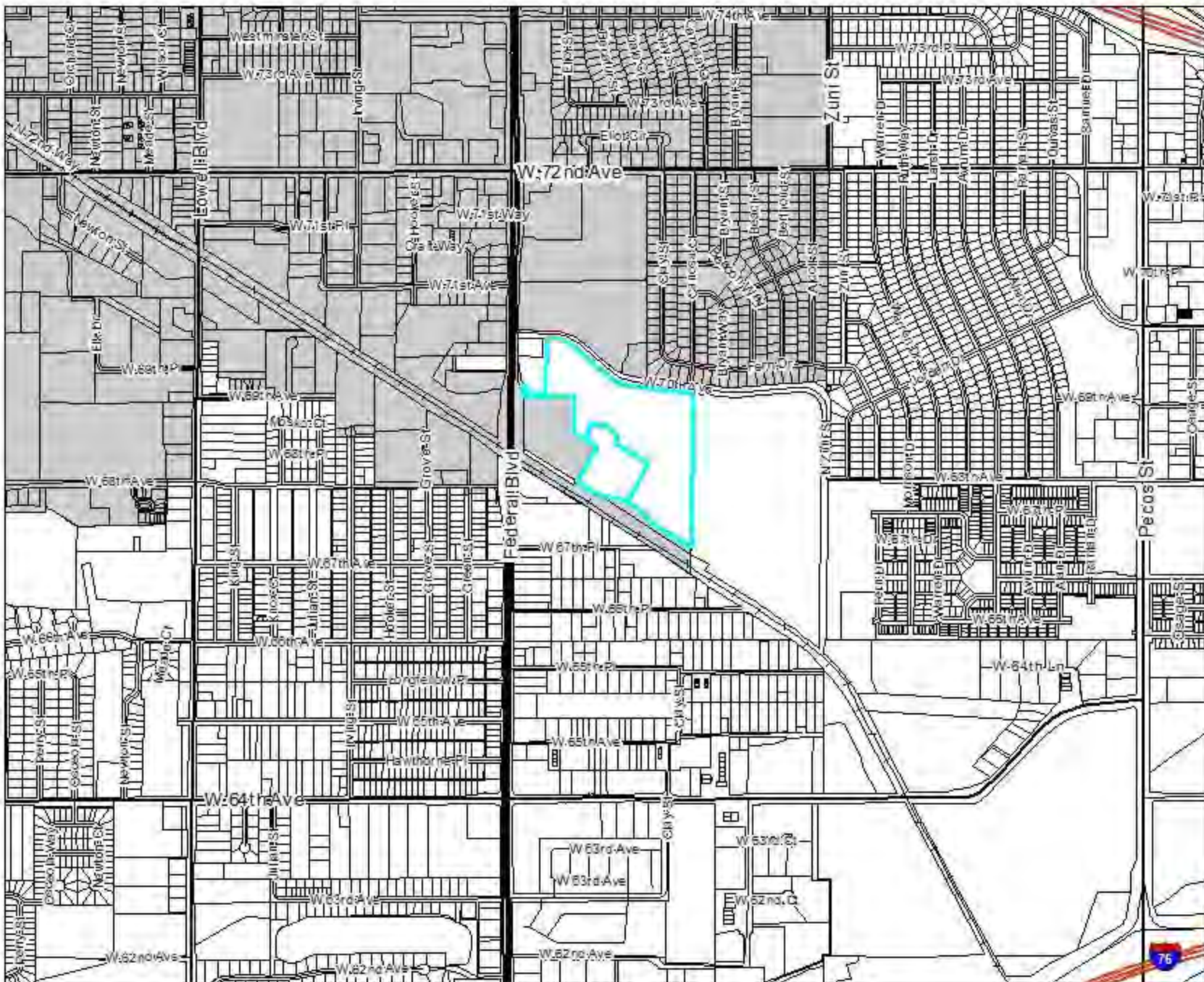
Pomponio Terrace Filing 1 & 2
PRC2016-00004



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LEGEND

- ★ Special Zoning Conditions
- Section Numbers
- Railroad
- Major Water
- Zoning Line
- ▭ Sections
- ▨ Airport Noise Overlay
- ▭ Incorporated Areas

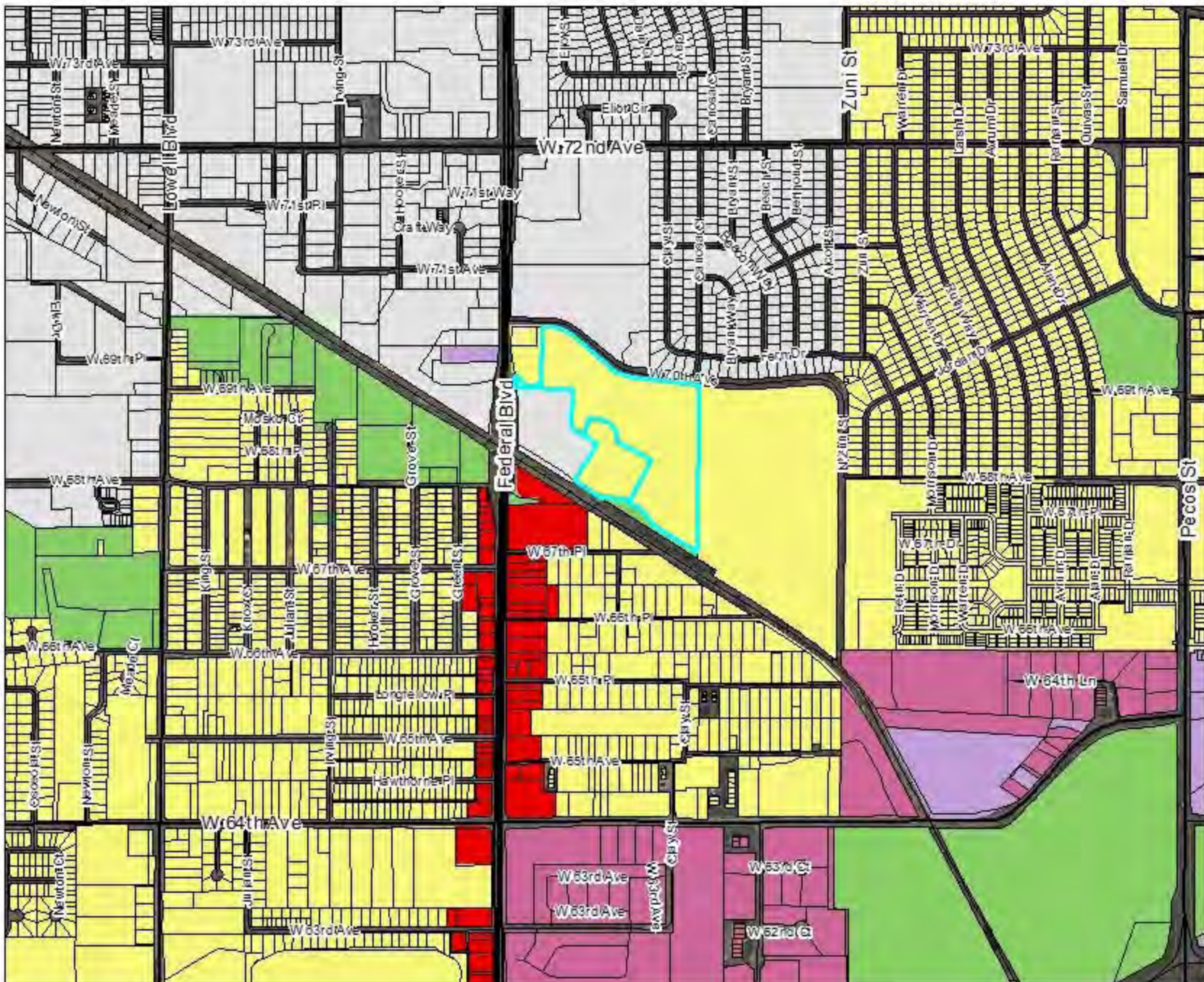
Pomponio Terrace Filing 1 & 2
PRC2016-00004



For display purposes only.



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LEGEND

- ★ Special Zoning Conditions
- ① Section Numbers
- +— Railroad
- Major Water
- Zoning Line
- Sections
- ⊠ Airport Noise Overlay
- Incorporated Areas

Pomponio Terrace Filing 1 & 2

PRC2016-00004



For display purposes only.



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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

Board of County Commissioners

October 4, 2016

Case No.: PRC2016-00004	Case Name: Pomponio Terrace Final Development
Owner's Name:	Pomponio Terrace Holdings LLC.
Applicant's Name	James Merlino
Applicant's Address:	1140 US HWY 287 #400-125, Broomfield, CO, 800200
Location of Request:	6856 Federal Blvd.
Nature of Request:	1) Final Development Plan (FDP) to allow 126 lots on approximately 21.4 acres in the Planned Unit Development (P-U-D) zone district; 2) Major Subdivision (Final Plat) to create 74 lots on approximately 11.791 acres in the P-U-D; 3) Major Subdivision (Final Plat) to create 52 lots on approximately 8.323 acres in the P-U-D 4) Subdivision Improvement Agreement (SIA) for Filing No.1; and 5) Subdivision Improvement Agreement (SIA) for Filing No. 2.
Site Size:	21.4 acres +/-
Zone District:	Planned Unit Development (PUD)
Future Land Use:	Urban Residential
Proposed Use:	Residential
Existing Use:	Vacant
Hearing Date(s):	BoCC: October 4, 2016 (5:30 pm)
Hearing Location:	4430 S. Adams County Parkway, Brighton, CO 80601 / Public Hearing Room 1 st Floor
Report Date:	September 6, 2016
Case Manager:	Emily Collins
Staff Recommendation:	Approval of the Final Development Plan, with 4 Findings-of-Fact and 2 Notes.
	Continuance of the Filing 1 and Filing 2 Final Plats and SIAs

SUMMARY OF PREVIOUS APPLICATIONS

On February 17, 2015, the Board of County Commissioners approved 1) Major subdivision (preliminary plat) to create 248 single family lots; 2) Rezoning from I-1 to Planned Unit Development; 3) Preliminary Development Plan (PUD-P) to create a residential development, & 4) a Waiver from the Subdivision Design Standards to allow for private roads and for the creation of lots that do not have direct access to a dedicated, constructed and maintained public road within the subject development (Pomponio Terrace Subdivision).

SUMMARY OF APPLICATION

Background

Pomponio Terrace Holdings, LLC, the applicant, is requesting: 1) Final Development Plan (FDP) to allow 126 lots on approximately 21.4 acres in the Planned Unit Development (P-U-D) zone district; 2) Major Subdivision (Final Plat) to create 74 lots on approximately 11.791 acres in the P-U-D; 3) Major Subdivision (Final Plat) to create 52 lots on approximately 8.323 acres in the P-U-D; 4) Subdivision Improvement Agreement (SIA) for Filing No.1; and 5) Subdivision Improvement Agreement (SIA) for Filing No. 2 of the Pomponio Terrace Planned Unit Development.

The site is approximately 21.4 acres and located west of Zuni Street, east of Federal Boulevard, south of 70th Avenue, and zoned as a Planned Unit Development (PUD). The Board of County Commissioners (BoCC) approved a Preliminary Development Plan (PDP) for the PUD in 2014. Per Section 2-02-10-04-01 of the County's Development Standards and Regulations, a Final Development Plan and Plat is required prior to development of the site. The proposed request is to adhere to requirements for obtaining a Final Development Plan and Plat.

In addition, the applicant is proposing two final plats as part of the first phase of development. This allows the developer to phase required public improvements while still complying with all County subdivision requirements.

Development Standards and Regulations Requirements:

Final Development Plan:

A Final Development Plan (FDP) is a site-specific development plan which describes and establishes the type and intensity of uses for a specific parcel of land. Per Section 2-02-10-04 of the Adams County Development Standards and Regulations, a final plat and development agreements are required to be submitted with a final development plan. The final plat and development agreement outlines public improvements required with the development.

Below is the summary of housing types, design information, parking and open space areas proposed with the FDP:

Housing Types & Designs

Pomponio Terrace Filing No. 1 and No. 2 includes two different single-family home types listed below:

- Single Family Detached Rear Loaded: Consists of homes designed for residents who want a lower amount of outdoor space to maintain and are on lots with rear, alley-loaded garages. Proposed lot sizes vary in width and depth. The sizes of homes in this housing type range from 1,100 to 1,400 square feet. Overall, the applicant is proposing 75 units of this housing type in the FDP.
- Single Family Detached Front Loaded: Consists of homes designed for buyers and growing families desiring a comparatively larger home and private yard space. Sizes of residences vary in square footage and range from 1,300 to 1,500 square feet. Overall, the applicant is proposing 51 units of this housing type in the FDP.

The subject FDP includes architectural and landscape design guidelines. In addition to the guidelines, all builders and homeowners are required to go through a Design Review Committee (DRC) review established by the metropolitan district established with governing authority in the PUD (i.e the Pomponio Terrace Metropolitan District). All builders and homeowners shall also follow all required County review processes as well.

Parking:

The parking plan proposed with the FDP shows a minimum of two parking spaces per dwelling unit with an overall ratio of 5.4 spaces per unit. A total of 678 parking spaces are proposed for the 126 units. Three-hundred and twenty-four (324) of the overall parking will be on-street and three-hundred and fifty-four (354) will be for garage and driveway parking. The FDP also shows internal local street systems within the development. These streets are designed to work in conjunction with proposed private alleys in the development.

Further, the proposed plan shows alleys will be used to access garages for a majority of the homes. The rear-loaded homes within the development will have a minimum of two off-street parking spaces. No parallel parking shall be permitted in alleys as they are dedicated for fire lanes, passenger, and garbage vehicle access only. The FDP shows all proposed homes will have access to on-street parking along local streets within the development.

On-street parking is provided along W. 69th Avenue, W. 68th Avenue, W. 67th Avenue; Eliot Street, Decatur Street, Clay Street, and Canosa Street (see Exhibit 2.2). These streets are the primary public right-of-ways serving the development.

Common Areas:

Common areas in the proposed FDP include streetscape landscape areas, landscaped tracts, a 0.13-acre pocket park in Filing 1, a 0.64-acre pocket park in Filing 2, and a five-foot concrete trail connection to Little Dry Creek Trail. The streetscape areas, landscape tracts, and pocket parks will be maintained by the Metropolitan District. All private home landscaping will be installed by homeowners or builders and maintained by each homeowner. Adams County shall not be responsible for operation and maintenance of parks and open space within the

development. Responsibility and enforcement of landscape maintenance shall be the function of the Metropolitan District. A Design Review Committee will review all private open space design in the development for compatibility. Removal of snow, ice, debris, or other obstructions from sidewalks will be the responsibility of homeowners.

Lot Characteristics:

Typical lot sizes within the development range from 2,100 to 6,196 square feet. All front, side and rear setbacks will be consistent with the approved Preliminary Development Plan. Per the proposed Final Development Plan, the front yard setback shall be 10 feet for rear-loaded homes and 18 feet for front-loaded homes, the side setback shall be 5 feet, and the rear yard setbacks shall be two or four feet for rear-loaded homes and 15 feet for front-loaded homes. According to the project narrative and plan, side yard use easements shall be granted along common side lot lines. This allows property owners to install limited improvements such as landscape, fencing, and decks within the side yard easement area. Allowed improvements within the easement shall be non-combustible material and shall comply with international residential building codes. Granting of improvements in the easements and procedures and policies shall be managed by the Metropolitan District.

Major Subdivision (Final Plat):

Per Section 2-02-17-04 of the County's Development Standards and Regulations, the applicant is requesting approval of two filings as major subdivisions (final plats) for the proposed residential development. The current parcel consists of approximately 26 acres; however, the proposed final plat areas are approximately 11.791 acres for Filing 1 and 8.323 acres for Filing 2. The proposed final plats will create 126 residential lots and 22 tracts for private alleys and open space facilities.

Access into the subdivision is primarily from W. 70th Avenue, the northern property boundary. Eliot Street, Clay Street, and Canosa Street provide north-south connections to W. 70th Avenue. All of the 126 proposed units have access to rear yard garages through alleyways or direct access to local streets from front-loaded garages. This design allows the units to directly front public streets and/or landscaped tracts.

The proposed final plats conform to the criteria for approval outlined in Section 2-02-17-04-05 of the County's Development Standards, which include conformance to the approved preliminary plat and the subdivision design standards. In addition, the applicant has provided a letter of intent from Crestview Water and Sanitation District demonstrating the District's ability to provide services to the development, thus satisfying evidence of adequate water and sanitation facilities. All proposed drainage facilities in the development have been reviewed and approved by the County's Development Services Engineering. Lastly, there is documentation showing there is adequate public infrastructure to support the development, and all plans have been reviewed by the Development Services Engineering. Section of 5-02 of the County's Development Standards and Regulations requires these improvements with all subdivision plats. Such improvements are normally approved and constructed through a Subdivision Improvements Agreement (SIA) that is accompanied by sufficient collateral to secure the improvement. The applicant's bank has requested that the approval of the FDP occur prior to the issuance of collateral for the SIAs. As such, the applicant has requested a continuance on requests #2-5 of

this case (the two final plats and the two SIAs), which will allow the applicant to obtain collateral in conjunction with the SIAs prior to the hearings on those requests. Therefore, the applicant is only requesting approval of the FDP at the October 4, 2016 public hearing. Staff recommends that the remaining requests be continued.

Subdivision Improvement Agreement:

Per Section 5-02-05 of the Adams County Development Standards and Regulations, a Subdivision Improvement Agreement (SIA) is required for each filing of the proposed development. The agreement is required to address the manner and timing of the completion of all subdivision improvements and responsibility for payment of the costs of improvements associated with the development.

The SIAs outline the Developer's obligation for required construction and collateral for all public improvements. The SIA is proposed to include two phases for public improvements within the development. Phase One of the improvements consist of curb, gutter, sidewalk, storm sewer, and street paving (initial layer). Phase Two of the improvements consist of final top layer of asphalt on roads and alleys within each filing (see Exhibit 2.5 and 2.6). Staff reviewed the SIA, and except not providing collateral, confirms the proposed agreement is in compliance with the County's Development Standards and Regulations.

Comprehensive Plan:

The Future Land Use map designates the subject property as Urban Residential. Per Chapter 5 of the Comprehensive Plan, Urban Residential areas are designated for single and multiple-family housing, typically at urban densities of one dwelling per acre or greater. These areas are intended to provide for development of residential neighborhoods with a variety of housing types, with adequate urban services and transportation facilities. Urban residential areas may include supporting neighborhood commercial uses designed to serve the needs of nearby residents.

The proposed development is consistent with the goals of the Comprehensive Plan to provide higher density housing near existing urban services and transportation facilities. The entire Planned Unit Development is comprised of approximately 26 acres. The PUD site is adjacent to the Westminster RTD light rail station located at 70th Avenue and Federal Boulevard, and is located between two major thoroughfares (Federal and Pecos). In addition, Midtown at Clear Creek mixed-use development is located directly east of the site. Because of the proximity to planned light rail stations and transportation corridors, the PUD inevitably will benefit from location of such transportation amenities.

Site Characteristic:

Currently, the subject property is vacant.

Surrounding Zoning Designations and Existing Use Activity:

Northwest City of Westminster Vacant	North City of Westminster Single-Family	Northeast City of Westminster Single-Family
West I-1 Commercial	Subject Property PUD Vacant	East PUD Single and Multi-Family
Southwest City of Westminster Railroad	South City of Westminster Railroad	Southeast PUD Single and Multi-Family

Compatibility with the Surrounding Land Uses:

A majority of uses surrounding the site consist of single and multi-family residential and commercial uses. The Midtown at Clear Creek mixed-use development is located directly east of the subject site. In addition, the Westminster commuter rail station and future mixed-use development area is directly west of the site, across Federal Blvd. The subject request is consistent with the existing and future residential development surrounding the site and the Future Land Use designation of Urban Residential.

Referral Comments:

Xcel Energy, Tri-County Health, Westminster Fire Department, Colorado Geological Survey, and Colorado Division of Parks and Wildlife reviewed this request and expressed no concerns with the development. The City of Westminster reviewed the request and stated their preference for access into the subdivision from Federal Boulevard through an extension of W. 69th Avenue. According to the City, this - alignment would facilitate a traffic signal and access to the Westminster commuter rail station on the west side of Federal Blvd. Currently, the Pomponio Terrace development does not include direct access to Federal Blvd. Adams County staff has reviewed the applicant’s street construction plans and finds that their proposed street design conforms to county standards and facilitates appropriate access into and out of the subdivision. In addition, staff notes that the City of Westminster is currently in the process of approving a master plan for the Westminster station area. The draft plan includes multiple access points from Federal Blvd. into the station, including traffic signals at both 69th and 70th Avenues, and a future street connection into the station from Federal Blvd. at 70th Ave. Staff is supportive of the Pomponio Terrace street design, and will continue the ongoing coordination efforts with the City and CDOT on the signal functionality of 69th Ave. and 70th Ave.

Development Services Engineering reviewed the request and stated final site construction and drainage plans have been approved. However, final building permits shall not be issued until all public improvements have been constructed, inspected, and preliminarily accepted by Adams County Transportation Department.

STAFF RECOMMENDATION:

Based upon the application, the criteria for approval for a final development plan and a recent site visit, staff recommends Approval of the final development plan with 4 Findings-of-Fact and 2 Notes. Staff recommends a continuance of the final plats and associated SIA.

RECOMMENDED FINDINGS OF FACT

1. The FDP conforms to the P.U.D. standards.
2. The FDP is consistent with any approved PDP for the property.
3. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community & Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

Recommended Notes to the Applicant:

1. The applicant shall include “no parking” signage on all alleys and fire lanes.
2. All applicable building, zoning, health, engineering, and fire codes shall be adhered to with this request.

Exhibits Table of Contents

Exhibit 1- Maps

- 1.1 Zoning Map
- 1.2 Aerial Map
- 1.3 Simple Map
- 1.4 Comprehensive Plan

Exhibit 2- Applicant Information

- 2.1 Applicant Written Explanation
- 2.2 Final Development Plan

Exhibit 3- Referral Comments

- 3.1 Referral Comments (Development Services)
- 3.2 Referral Comments (CO Parks and Wildlife)
- 3.3 Referral Comments (Geological Survey)
- 3.4 Referral Comments (Tri-County)
- 3.5 Referral Comments (Westminster Fire)
- 3.6 Referral Comments (City of Westminster)

Exhibit 4- Citizen Comments

None.

Exhibit 5- Associated Case Materials

- 5.1 Request for Comments
- 5.2 Public Hearing Notification
- 5.3 Certificate of Posting
- 5.4 Property Owner Labels
- 5.5 Referral Labels

NARRATIVE

A. EXPLANATION OF THE CHARACTERISTICS OF THE PUD

THE FILINGS ONE AND TWO FINAL DEVELOPMENT PLAN (FDP) AREA AT POMPONIO TERRACE IS COMPRISED OF APPROXIMATELY 19.80 ACRES, CONSISTING OF 126 SINGLE FAMILY RESIDENTIAL HOMES, LANDSCAPED OPEN SPACE AREAS AND PROPOSED STREET RIGHTS-OF-WAY. FILINGS ONE AND TWO ARE LOCATED ON THE EAST SIDE OF FEDERAL BOULEVARD, SOUTH OF 70TH AVENUE, AND NORTH OF LITTLE DRY CREEK. TWO POINTS OF ACCESS FOR BOTH FILINGS WILL BE PROVIDED ON 70TH AVENUE.

B. POTENTIAL IMPACT ON THE SURROUNDING AREA

THIS FILING ONE & TWO FDP IS CONSISTENT WITH THE ADAMS COUNTY 2012 UPDATE TO THE COMPREHENSIVE PLAN. INCORPORATED INTO THE OVERALL COMMUNITY VISION IS A VARIETY OF RESIDENTIAL HOME TYPES AND A SYSTEM OF OPEN SPACE, PARKS AND TRAILS THAT WILL CONNECT TO LITTLE DRY CREEK AND THE FUTURE PARK BEING BUILT IN THE ADJACENT PROPERTY TO THE EAST. WESTMINSTER STATION TO THE WEST IS CURRENTLY BEING BUILT AS PART OF THE TRANSIT STATION ON THE WEST SIDE OF FEDERAL - BEING IMPLEMENTED BY RTD. ADAMS COUNTY HAS COMMISSIONED A STUDY OF FEDERAL BOULEVARD AND THIS PROJECT IS ONE OF THE FIRST TO IMPLEMENT THAT VISION.

EXISTING RESIDENTIAL NEIGHBORS TO THE NORTHEAST WILL VIEW SINGLE FAMILY RESIDENCES WITH A PORTION FRONTING 70TH AVENUE AND A PORTION OF GARDEN COURTS THAT WILL HIGHLIGHT THE VAST AMOUNT OF OPEN SPACE AND PROVIDE A SIDE ELEVATION OF HOMES. THIS WILL PROVIDE DIVERSITY ALONG 70TH AVENUE AND THE NEIGHBORS TO THE NORTH.

C. CONTEMPLATED DENSITIES AND LAND COVERAGE

THIS FDP CONSISTS OF 126 LOTS WHICH PROVIDE A DENSITY OF 6.36 DWELLING UNITS PER ACRE. THE PROJECT IS PROPOSING 30% OF THE LAND TO BE DEDICATED AS OPEN SPACE AND WILL PROVIDE A TRAIL CONNECTION BOTH TO THE SOUTHERN LITTLE DRY CREEK OPEN SPACE AND THE REGIONAL PARK THAT IS BEING BUILT IN THE ADJACENT PROPERTY TO THE EAST. THIS PROPOSED DENSITY AND LAND COVERAGE IS CONSISTENT WITH THE APPROVED PRELIMINARY DEVELOPMENT PLAN FOR POMPONIO TERRACE.

D. NUMBER, TYPE, AND SIZE OF BUILDINGS OR UNITS

126 SINGLE FAMILY RESIDENTIAL LOTS ARE PROPOSED IN THE FILINGS ONE AND TWO FDP. THERE ARE TWO HOME TYPES PROPOSED IN THE FILINGS ONE AND TWO FDP AREA AS STATED BELOW. VARYING HOME TYPES AND LOT SIZES PROVIDE A RANGE OF AFFORDABILITY AND LIFESTYLES. REFER TO SHEET F2.0 FOR TYPICAL LOTS. THE HOMES IN THIS FDP ARE SIMILAR TO THE HOME TYPES FULLY DESCRIBED IN THE PRELIMINARY DEVELOPMENT PLAN. THE FOLLOWING ARE THE HOME TYPES PROPOSED IN THE FILINGS ONE AND TWO FDP.

SINGLE FAMILY DETACHED HOMES/REAR-LOADED

CONSISTS OF HOMES DESIGNED FOR RESIDENTS WHO WANT A LOWER AMOUNT OF OUTDOOR SPACE TO MAINTAIN AND ARE ON LOTS WITH DETACHED, REAR ALLEY-LOADED GARAGES. SIZES OF RESIDENCES VARY IN WIDTH AND DEPTH. REFER TO SHEET 1.0 OF THE ARCHITECTURAL STANDARDS.

SINGLE FAMILY DETACHED HOMES/FRONT-LOADED HOMES

CONSISTS OF HOMES DESIGNED FOR MOVE-UP BUYERS AND GROWING FAMILIES DESIRING A COMPARATIVELY LARGER HOME AND PRIVATE YARD SPACE. SIZES OF RESIDENCES WILL VARY. REFER TO SHEET 1.1 OF THE ARCHITECTURAL STANDARDS.

E. PROVISIONS FOR PARKING

PARKING IS PROVIDED IN FILINGS ONE AND TWO WITH EACH RESIDENCE HAVING A MINIMUM OF A 2-CAR GARAGE. ON-STREET PARKING IS PERMITTED ON ALL LOCAL STREETS IN THE FILINGS ONE AND TWO AREA. THE INTERNAL LOCAL STREET SYSTEM IS DESIGNED TO WORK IN CONCERT WITH THE PRIVATE ALLEYS. ALLEYS WILL BE USED TO ACCESS GARAGES FOR OVER HALF OF THE HOMES IN THE COMMUNITY. 24-FOOT WIDE ALLEYS ARE FOR PASSENGER VEHICLE AND GARBAGE TRUCK ACCESS ONLY, AND ALLOWS FOR ALLEY-ACCESSED GARAGES. NO PARKING WILL BE ALLOWED OUTSIDE THE GARAGES OF THE REAR LOADED HOMES OUTSIDE OR WITHIN THE ALLEY RIGHT OF WAY. ALL FRONT LOADED LOTS WILL INCLUDE AN 19.5 DRIVEWAY TO ACCOMMODATE FOR TWO ADDITIONAL OFF-STREET PARKING SPACES. ALL HOMES HAVE ACCESS TO ON-STREET PARKING ALONG THE LOCAL STREETS.

F. CIRCULATION AND ROAD PATTERNS

TO HELP ENSURE A PEDESTRIAN-FRIENDLY ENVIRONMENT, THE PLANNED CIRCULATION PATTERNS ALLOW FOR DISTRIBUTION OF INTERNAL TRAFFIC THROUGH THE DEVELOPMENT. THE VEHICULAR ROAD PATTERN FOR POMPONIO TERRACE WILL INTEGRATE THE EXISTING AND PROPOSED ROADWAY SYSTEMS. THE FILING ONE PDP AREA WILL INCLUDE ACCESS TO FEDERAL BOULEVARD VIA EXISTING 70TH AVENUE WITH TWO NEW CONNECTIONS FROM POMPONIO TERRACE TO 70TH AVENUE. ALL STREETS MEET THE ADAMS COUNTY ROADWAY STANDARDS.

G. OWNERSHIP AND MAINTENANCE OF COMMON AREAS

THE POMPONIO TERRACE METROPOLITAN DISTRICT (PTMD) IS RESPONSIBLE FOR THE ENFORCEMENT OF LANDSCAPE MAINTENANCE REQUIREMENTS. THE COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ALL LOCAL STREETS WITHIN THE LIMITS OF THE STREET RIGHT-OF-WAY. THE HOMEOWNER WILL BE RESPONSIBLE FOR REMOVAL OF SNOW, ICE, SLEET DEBRIS OR OTHER OBSTRUCTIONS FROM THE SIDEWALK.

H. TYPE, LOCATION, EXAMPLES OF COPY AND CONSTRUCTION SIGNS

PLEASE REFER TO SHEET L2.2 FOR THE SIGNAGE STANDARDS. MAINTENANCE OF MONUMENT SIGNS WILL BE THE RESPONSIBILITY OF THE PTMD.

I. TYPE AND ALLOCATION OF ALL USES INCLUDING PERMITTED USES, USES PERMITTED AFTER AMENDMENT TO THE PUD AND PROHIBITED USES

THE DESIGN INTENT FOR POMPONIO TERRACE IS TO CREATE A SINGLE FAMILY DETACHED INFILL COMMUNITY THAT INCLUDES A VARIETY OF HOME TYPES. THE FILINGS ONE AND TWO FDP AREA IS ANTICIPATED TO PROVIDE TWO TYPES OF SINGLE FAMILY DETACHED HOMES. IN KEEPING WITH THE TRADITIONAL

NEIGHBORHOOD DEVELOPMENT CONCEPT, BOTH FILINGS HAVE A GRID FORM AND INCLUDE REAR-LOADED AND FRONT-LOADED PRODUCT TYPES. FILINGS ONE AND TWO ALSO INCLUDE SEVERAL OPEN SPACE TRACTS.

J. LOCATION AND TYPES OF LANDSCAPING AND MAINTENANCE PROVISIONS

THE POMPONIO TERRACE PUD INCLUDES A VARIETY OF PARKS AND OPEN SPACES STRATEGICALLY LOCATED THROUGHOUT THE COMMUNITY. FILINGS ONE AND TWO INCLUDE STREETScape, LANDSCAPE AREAS AND LANDSCAPE TRACTS. TREE LAWNS ALONG 70TH AVENUE AND GREEN COURTS FRONTING LARGE PARK/OPEN SPACE AREAS AT THE SOUTH ARE TO BE MAINTAINED BY THE PTMD.

K. DESCRIPTION OF BUILDING ENVELOPES INCLUDING SQUARE FOOTAGE AND/OR NUMBER OF UNITS, MINIMUM SETBACKS, HEIGHT, GENERAL EXTERNAL CHARACTERISTICS

THERE ARE 126 SINGLE-FAMILY RESIDENTIAL LOTS INCLUDED IN THIS FDP. SETBACKS ARE BASED ON THOSE INCLUDED IN THE FDP EXHIBIT. ALL SETBACKS SHALL BE CONSISTENT WITH THOSE DEPICTED WITHIN THE DEVELOPMENT STANDARDS OF THE FINAL DEVELOPMENT PLAN.

ARCHITECTURAL DESIGN ALLOWS FOR INCORPORATION OF A VARIETY OF ARCHITECTURAL STYLES. ALL RESIDENCES SHALL HAVE A COVERED PORCH OR STOOP OR EQUIVALENT COVERED AREA ON ALL GROUND FLOORS. THE MAXIMUM HEIGHT OF RESIDENTIAL UNITS SHALL BE 32 FEET. ALL COMMUNITY DEVELOPMENT ON THE PROPERTY SHOULD COMPLY WITH THESE STANDARDS WHEN THEY ARE ADOPTED BY THE DESIGN REVIEW COMMITTEE (DRC).

SIDE YARD USE EASEMENTS ARE GRANTED ALONG ALL COMMON SIDE LOT LINES WITHIN ALL DETACHED HOME LOTS. ACCESS AND MAINTENANCE EASEMENTS ARE TYPICAL ALONG ALL COMMON SIDE LOT LINES WITHIN FRONT-LOAD LOTS. REFER TO DEFINITIONS AND FOR TYPICAL EASEMENT LAYOUT AND RESTRICTIONS.

L. COVENANTS TO BE IMPOSED ON THE PUD

COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) SHALL BE IMPOSED ON THIS PUD, TO BE INFORCED BY THE PTMD.

M. ADDITIONAL CONTROLS SUCH AS ARCHITECTURAL CONTROL COMMITTEE OF A HOME OWNER'S ASSOCIATION

THE PTMD WILL ENFORCE DESIGN STANDARDS THROUGH CC&RS. ALL ARCHITECTURAL STYLES OF PROPOSED BUILDINGS SHALL REQUIRE APPROVAL BY THE PTMD DRC AND SHALL BE CONSISTENT WITH THE DESIGN GUIDELINES FOR THIS COMMUNITY FOR OVERALL ARCHITECTURAL INTENT.

N. UTILIZATION AND LOCATION OF ANY OUTDOOR STORAGE

ALL PROPOSED MARKETING/TEMPORARY STORAGE OR ANY OTHER ACCESSORY STRUCTURE IS PROHIBITED.

O. UTILITY SERVICE PROVIDERS

CRESTVIEW WATER AND SANITATION DISTRICT HAS INDICATED THEY HAVE ADEQUATE CAPABILITY TO SERVE THIS PROPERTY WITH BOTH WATER AND SANITARY SEWER. XCEL ENERGY WILL PROVIDE GAS AND ELECTRIC SERVICES TO THE PROPERTY. APPROPRIATE EASEMENTS FOR ASSOCIATED IMPROVEMENTS AND UTILITY LINES ARE INCLUDED ON THE FILINGS ONE AND TWO AREA FINAL PLAN. SANITARY SEWER MAINS IN ALLEY TRACTS AND UP TO RECEIVING MANHOLES WITHIN THE RIGHT-OF-WAY SHALL BE OWNED AND MAINTAINED BY THE MASTER COMMUNITY ASSOCIATION.

P. ESTIMATED TIMETABLE FOR DEVELOPMENT

THE ESTIMATED LENGTH OF TIME FOR BUILD-OUT OF THE FILING ONE AND TWO AREAS OF POMPONIO TERRACE IS TWO (2) YEARS, BEGINNING SUMMER 2016.

Q. ANY OTHER PERTINENT FACTORS CONCERNING THE DEVELOPMENT

ADAMS COUNTY FIRE DISTRICT WILL SERVICE POMPONIO TERRACE.

R. TRACT PURPOSE, OWNERSHIP AND MAINTENANCE RESPONSIBILITY

IN FILING NO. 1, TRACTS A THROUGH G ARE OPEN SPACE AND WILL BE OWNED AND MAINTAINED BY THE PTMD. TRACTS H THROUGH K ARE ACCESS EASEMENTS TO BE OWNED AND MAINTAINED BY THE PTMD. PET STATIONS WITH THESE TRACTS ARE TO BE OWNED AND MAINTAINED BY PTMD.

IN FILING NO. 2 TRACTS A THROUGH K ARE OPEN SPACE AND WILL BE OWNED AND MAINTAINED BY THE PTMD. TRACTS I AND J ARE ACCESS EASEMENTS TO BE OWNED AND MAINTAINED BY THE PTMD. PET STATIONS WITH THESE TRACTS ARE TO BE OWNED AND MAINTAINED BY PTMD.

DEFINITIONS

ALLEY LOADED GARAGE: A GARAGE WITH THE VEHICULAR DOOR ACCESS LOCATED ONTO AN ALLEY LOCATED AT THE REAR (OR SOMETIMES SIDE) OF THE LOT.

FRONT LOADED GARAGE: A GARAGE WITH THE VEHICULAR DOOR ACCESS LOCATED ONTO STREET RIGHT-OF-WAY LOCATED AT THE FRONT OR SIDE OF THE LOT.

SIDE YARD USE EASEMENTS ARE HEREBY GRANTED ALONG ALL COMMON SIDE LOT LINES WITHIN ALL ALLEY LOADED DETACHED HOME LOTS.

SIDE YARD USE EASEMENTS OCCUR FROM FRONT PROPERTY LINE TO REAR PROPERTY LINE AND EXTEND FROM THE GRANTOR'S BUILDING FOUNDATION TO THE LOT LINE BETWEEN THE GRANTOR'S AND GRANTEE'S PARCELS THAT SHALL BE GRANTED TO THE EASEMENT GRANTEE PER THE RESTRICTIONS OUTLINED BELOW. REFER TO FIGURE 1 FOR A GRAPHIC REPRESENTATION OF THE SIDE YARD USE EASEMENT.

THE FOLLOWING RESTRICTIONS APPLY TO THE SIDE YARD USE EASEMENTS:

A. EASEMENT GRANTEE SHALL HAVE FULL ACCESS AND ENJOYMENT OF THE EASEMENT, USE, AND MAINTENANCE OF THE SPACE INCLUDED IN THE EASEMENT. FENCES AND WALLS USED AS PRIVACY SCREENS MUST BE OUTSIDE FRONT AND REAR SETBACK. IMPROVEMENTS WITHIN THE SIDE YARD USE EASEMENT SHALL NOT EXTEND PAST THE GRANTEE'S OFFICIAL PROPERTY LINE AND IN NO CASE BE ATTACHED TO OR EXTENDED ACROSS THE OFFICIAL PROPERTY LINE. ANY IMPROVEMENT LESS THAN 5' FROM THE PROPERTY LINE SHALL CONFORM TO THE INTERNATIONAL RESIDENTIAL CODES AND BE OF NON COMBUSTIBLE MATERIAL. NO OPEN BURNING OF CAMPFIRES, OR OTHER SOLID FUEL DEVICES WILL BE ALLOWED OR PERMITTED WITHIN 25' OF A STRUCTURE IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE. THE USE OF PROPANE OR NATURAL GAS FIRED APPLIANCES SUCH AS UL LISTED BARBEQUE GRILLS OR FIRE PIT MAY BE PERMITTED PROVIDED THE APPLIANCE IS LOCATED ON THE GRANTEE'S PROPERTY. ONLY LANDSCAPING, HARDSCAPE, AND IRRIGATION IMPROVEMENTS ARE PERMITTED WITHIN FRONT AND REAR SETBACKS. SIDE YARD USE EASEMENT PROCEDURES AND POLICIES SHALL BE MANAGED BY THE PTMD. NO IMPROVEMENTS MAY BE IMPLEMENTED AT THE DETRIMENT OF THE GRANTOR'S ABILITY TO MAINTAIN THEIR HOME.

B. SIDE YARD USE EASEMENTS ARE PERMITTED ON DETACHED SINGLE FAMILY LOTS ONLY.

C. ALL IMPROVEMENTS BY GRANTEE LOCATED WITHIN THE SIDE YARD USE EASEMENT SHALL BE MAINTAINED BY THE EASEMENT GRANTEE.

Q. EASEMENT GRANTOR IS ENSURED OF ACCESS WITHIN THIS EASEMENT FOR MAINTENANCE AND REPAIR OF THE PRINCIPAL STRUCTURE LOCATED ON THE EASEMENT GRANTOR'S LOT AND FOR NO OTHER PURPOSE. THE PTMD DRC APPROVES ALL PLOT PLANS BEFORE AUTHORIZING APPLICATION TO ADAMS COUNTY FOR ISSUANCE OF BUILDING PERMIT. FOR ISSUE RESOLUTION THE PTMD IS GRANTED ACCESS INTO THIS EASEMENT.

E. ALL PRINCIPAL STRUCTURES, INCLUDING GARAGES, OWNED BY EASEMENT GRANTOR SHALL BE MAINTAINED BY EASEMENT GRANTEE.

F. GRANTEE SHALL NOT ALTER FINISHED GRADE AND/OR DRAINAGE PATTERNS ON THE GRANTOR'S PROPERTY WITHOUT THE WRITTEN APPROVAL OF THE PTMD DRC.

DEFINITIONS

EASEMENT GRANTOR: THE LOT OWNER GRANTING SIDE YARD AREA TO ADJACENT LOT OWNER FOR USE.

EASEMENT GRANTEE: THE LOT OWNER GAINING SIDE YARD AREA FROM ADJACENT LOT OWNER FOR USE.

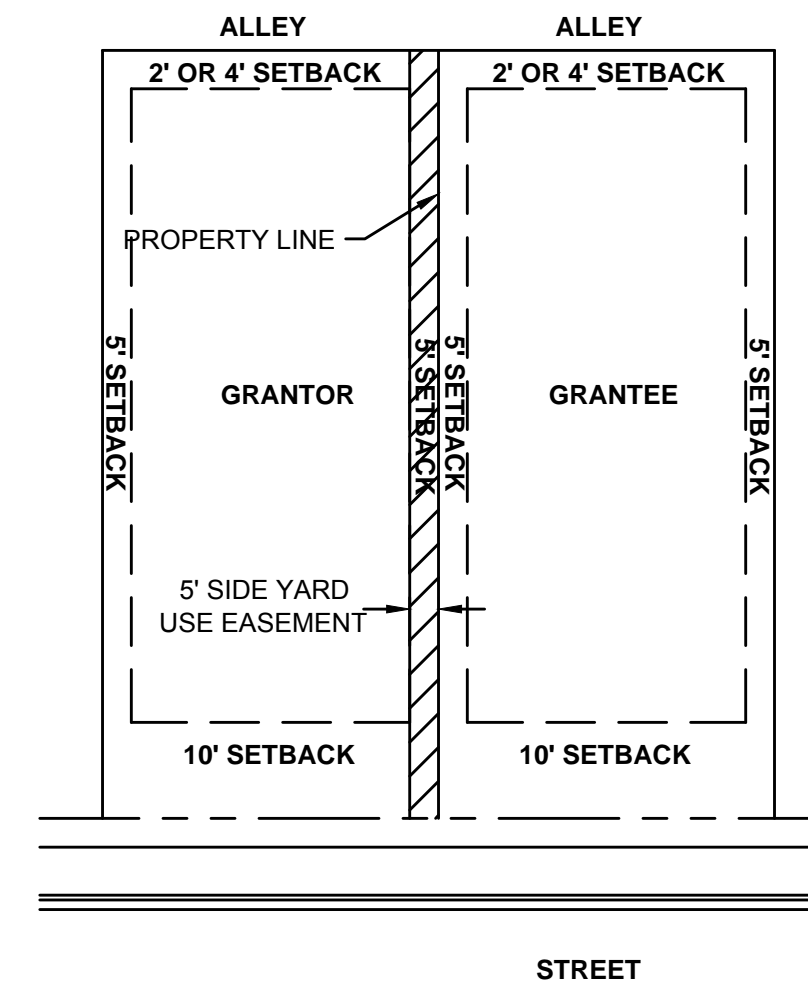


FIGURE 1
SIDE YARD USE EASEMENT
NOT TO SCALE

RECEPTION NO. _____

518 17th Street
Suite 1575
Denver, CO 80202
www.ees.us.com
303-572-7997

EES
ENTITLEMENT AND
ENGINEERING SOLUTIONS, Inc.

Pomponio
TERRACE

FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 1 & 2

ADAMS COUNTY, CO 80030

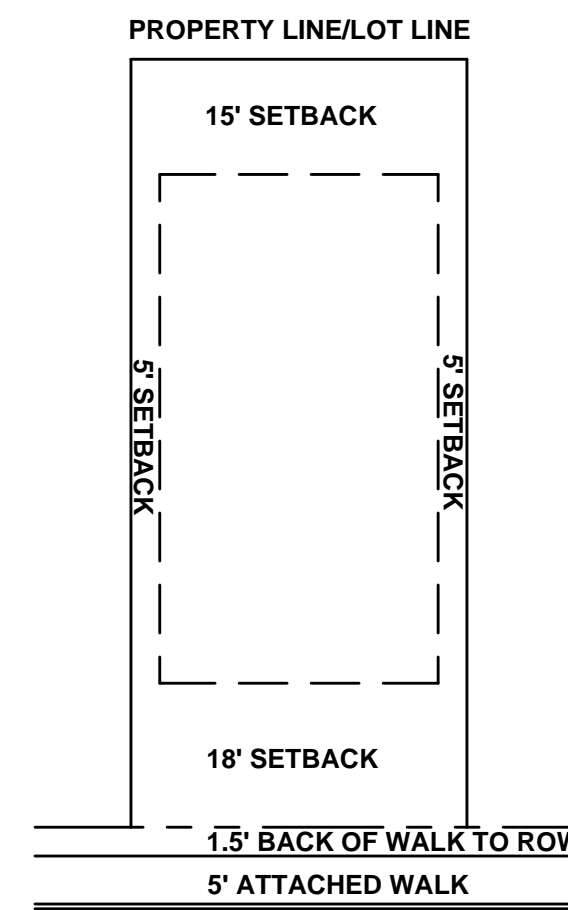
WRITTEN NARRATIVE

PROJECT NO: PHT004.01
DESIGNED BY: JRR
DRAWN BY: RCY
DATE: 08/08/2016

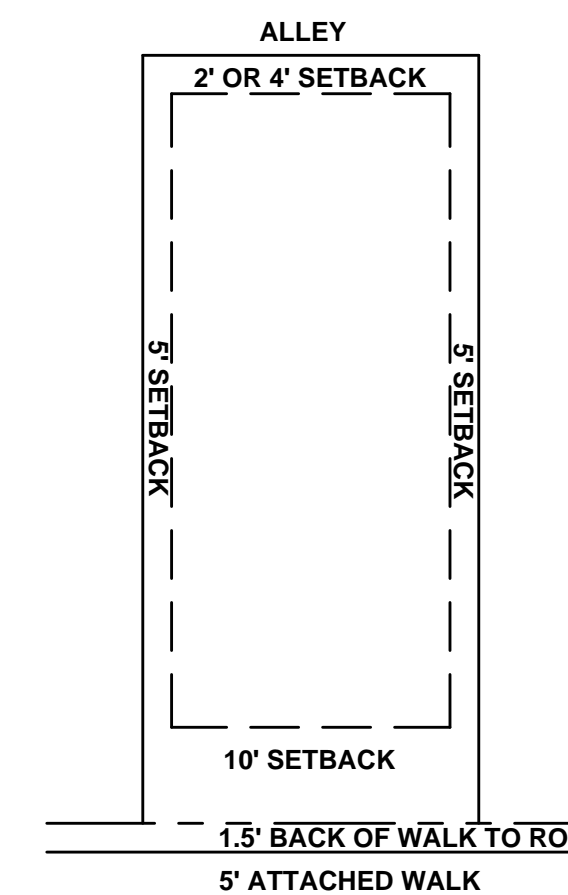
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© 2016, ALL RIGHTS RESERVED. 8/5/2016 2:08 PM P:\NTL HOLDINGS\POMPONIO TERRACE ONSITE\08 CAD\FDP\00.0 COVER SHEET.DWG

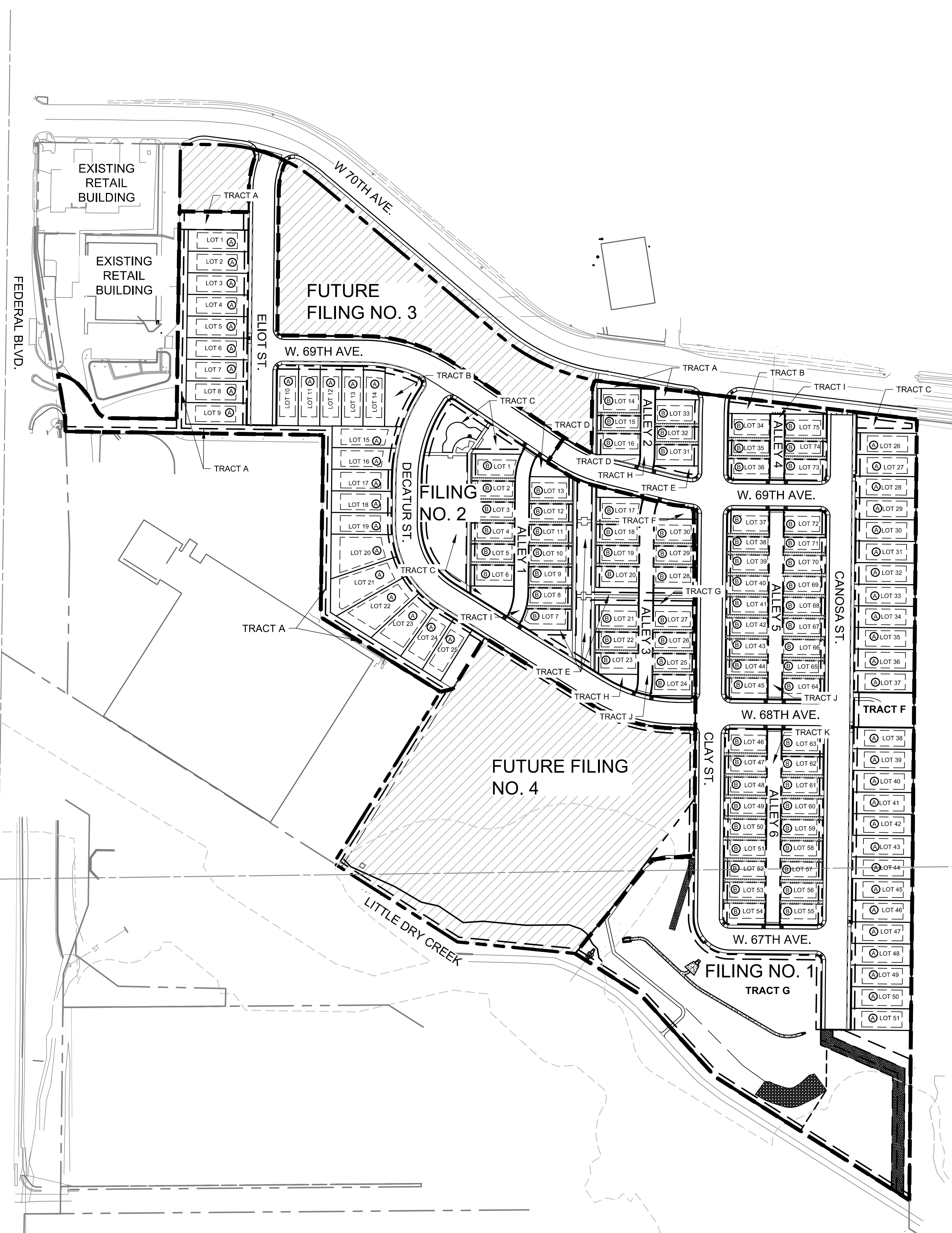
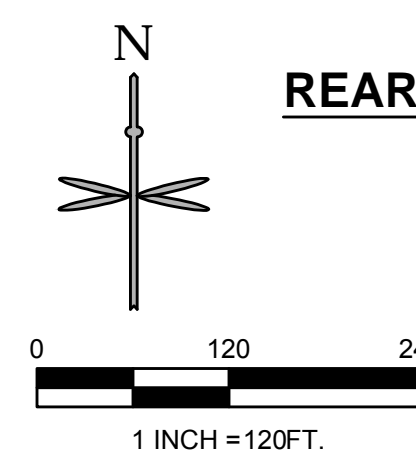
LOT TYPE	QUANTITY
(A) SINGLE FAMILY DETACHED FRONT-LOADED LOT	51
(B) SINGLE FAMILY DETACHED REAR-LOADED LOT	75
TOTAL	126



**TYPE A
FRONT-LOADED LOT SETBACKS**
NOT TO SCALE



**TYPE B
REAR-LOADED LOT SETBACKS**
NOT TO SCALE



518 17th Street
Suite 1575
Denver, CO 80202
www.ees.us.com
303-572-7997

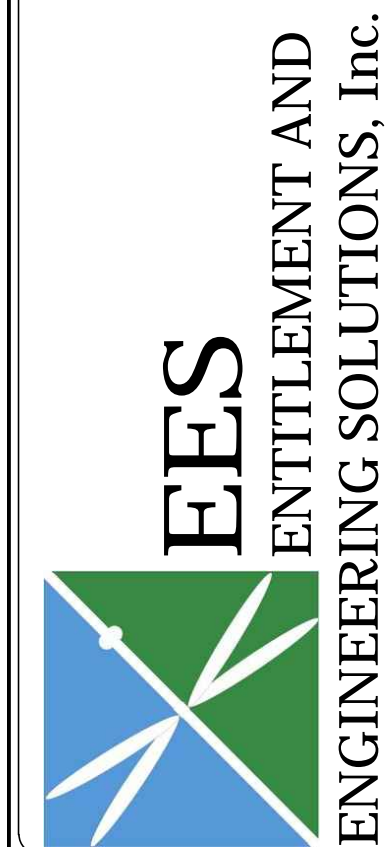


FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 1 & 2
ADAMS COUNTY, CO 80030
SITE PLAN AND LOT DETAILS

PROJECT NO: PHT004.01
DESIGNED BY: JRR
DRAWN BY: RCY
DATE: 08/08/2016

F2.0

FILE NO. _____
MAP NO. _____
RECEPTION NO. _____



FINAL DEVELOPMENT PLAN

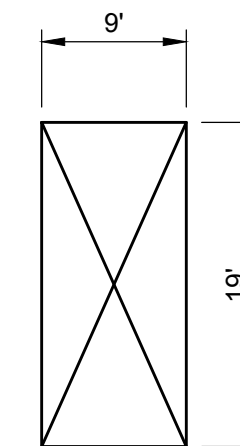
POMPONIO TERRACE FILINGS 1 & 2

ADAMS COUNTY, CO 80030

PARKING PLAN

PROJECT NO: PHT004.01
DESIGNED BY: JRR
DRAWN BY: RCY
DATE: 08/08/2016

F2.1

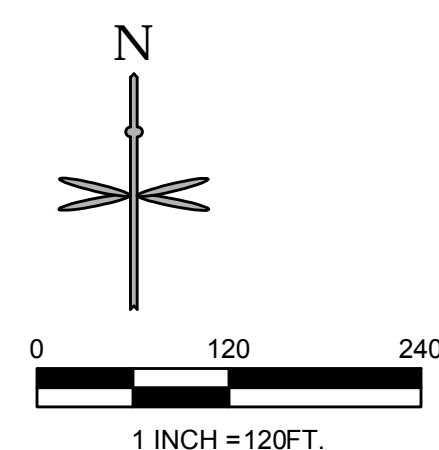
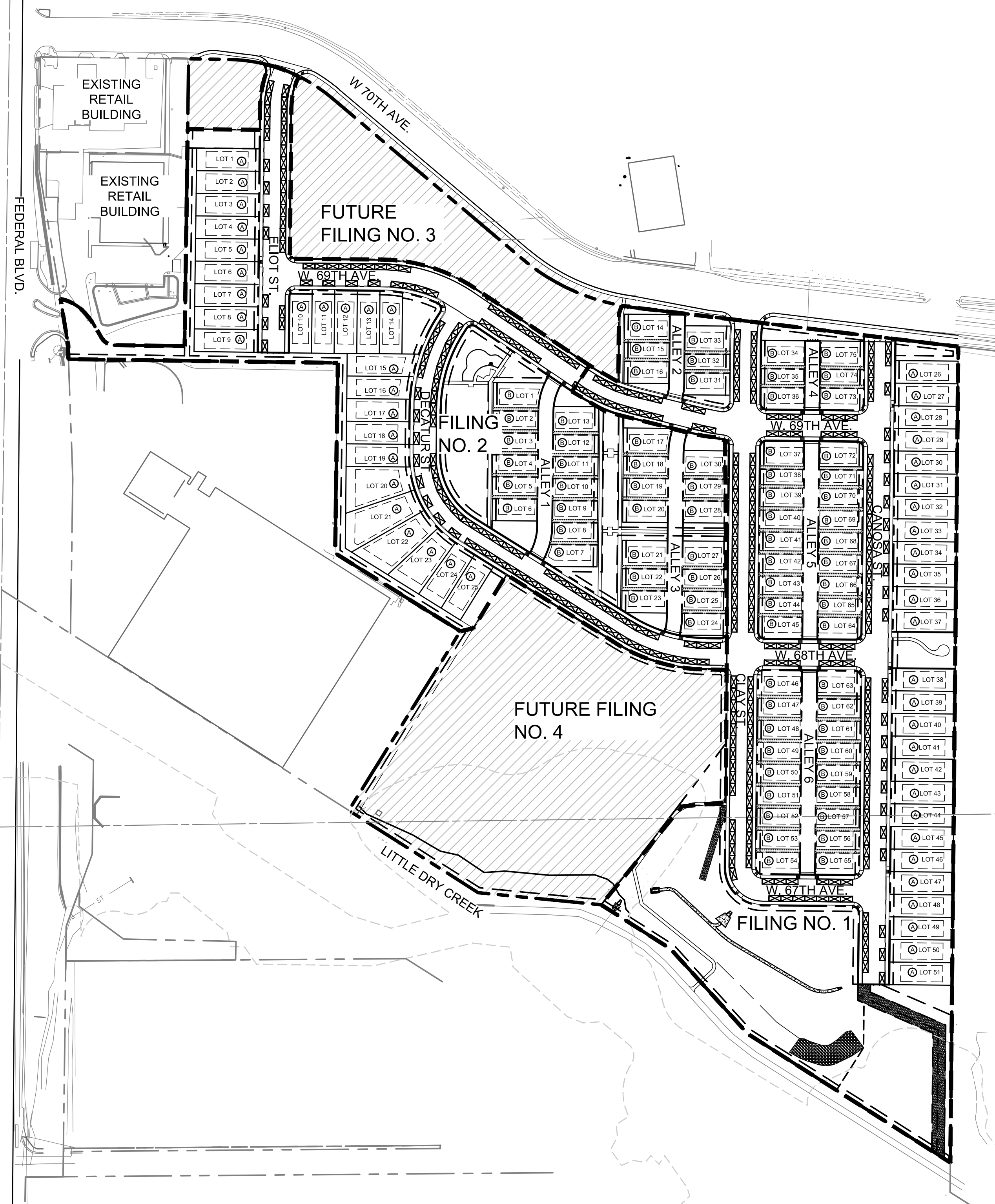


STREET PARKING SPACE SIZE

- TOTAL ON-STREET PARKING SPACES = 324
- LOT A PARKING (4 OFF-STREET SPACES):
 - 2 GARAGE SPACES
 - 2 DRIVEWAY SPACES (SEE NOTE 1)
- LOT B PARKING (3 OFF-STREET SPACES):
 - 2 GARAGE SPACES (SEE NOTE 2)
- TOTAL PARKING SPACES: 688
- AVERAGE PARKING SPACES PER LOT (126 LOTS): 5.5

NOTES:

1. 18-FT SETBACK FOR FRONT LOADED "A" LOTS WILL ACCOMMODATE FOR A 19.5-FT DRIVEWAY (ROW IS 1.5-FT BEHIND THE BACK OF WALK), WHICH IS GREATER THAN THE COUNTY'S TYPICAL PARKING SPACE DEPTH OF 19'.
2. NO PARKING WILL BE ALLOWED IN THE ALLEYS OR IN THE REAR SETBACKS FOR THE REAR LOADED "B" LOTS.



FILE NO. _____
MAP NO. _____
RECEPTION NO. _____

8/5/2016 2:09 PM P:\INTL HOLDINGS\POMPONIO TERRACE ONSITE\08 CAD\FDP\00.0 COVER SHEET.DWG © 2016, ALL RIGHTS RESERVED.

GENERAL NOTES

- DRAWINGS ARE INTENDED TO BE PRINTED ON 18 X 24 PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
- VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
- THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
- IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, PCS GROUP, INC. RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
- CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
- CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES, AND REGULATORY AGENCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
- UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
- ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
- SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT

SYMBOLS & ABBREVIATIONS

- | | |
|----------------------------|-----------------------------------|
| AC. = ACRE | H.P. = HIGH POINT |
| APPROXIMATE = APPROX. | HT. = HEIGHT |
| B&B = BALL AND BURLAP | HORIZ. = HORIZON |
| BOC = BACK OF CURB | I.D. = INNER DIAMETER |
| B.M. = BENCH MARK | IN. = INCH |
| BLDG. = BUILDING | INV. = INVERT |
| B.S. = BOTTOM OF STAIR | L.P. = LOW POINT |
| B.W. = BOTTOM OF WALL | L.F. = LINEAR FEET |
| CAL. = CALIPER | MAX. = MAXIMUM |
| C.B. = CATCH BASIN | M.H. = MAN HOLE |
| CL CATCH BASIN CENTER LINE | MIN. = MINIMUM |
| C.O. = CLEANOUT | MISC. = MISCELLANEOUS |
| COL. = COLUMN | N.I.C. = NOT IN CONTRACT |
| CONC. = CONCRETE | N.T.S. = NOT TO SCALE |
| CONT. = CONTINUOUS | O.C. = ON CENTER |
| CONTR = CONTRACTOR | O.D. = OUTSIDE DIAMETER |
| C.F. = CUBIC FEET | P.O.B. = POINT OF BEGINNING |
| C.Y. = CUBIC YARD | P.O.C. = POINT OF CONNECTION |
| DET. = DETAIL | P.V.C. = POLYVINYL CHLORIDE PIPE |
| DIM. = DIMENSION | PL. = PROPERTY LINE |
| DIA. = DIAMETER | R = RADIUS |
| DWG. = DRAWING | R.C.P. = REINFORCED CONCRETE PIPE |
| EA. = EACH | R.O.W. = RIGHT OF WAY |
| ELEV. = ELEVATION | REQ'D. = REQUIRED |
| EXIST. = EXISTING | REINF. = REINFORCED |
| E.P. = EDGE OF PAVING | SHT. = SHEET |
| EXP. = EXPANSION | SPEC. = SPECIFICATIONS |
| E.W. = EACH WAY | SQ. = SQUARE |
| F.F. = FINISH FLOOR | S.F. = SQUARE FEET |
| F.G. = FINISH GRADE | S.Y. = SQUARE YARD |
| FIN. = FINISH | S.S. = STAINLESS STEEL |
| F.H. = FIRE HYDRANT | T.C. = TOP OF CURB |
| FL = FLOW LINE | T.S. = TOP OF STAIR |
| FTG. = FOOTING | T.W. = TOP OF WALL |
| FT. = FEET | TYP. = TYPICAL |
| GA. = GAUGE | VERT. = VERTICAL |
| GALV. = GALVANIZED | W/O = WITH OUT |
| H.W. = HEAD WALL | W.W.M. = WOVEN WIRE MESH |

NOTE IDENTIFICATION

DEMOLITION NOTE

CONSTRUCTION NOTE

ELEVATION IDENTIFICATION

SPOT ELEVATION

ELEVATION

DETAIL IDENTIFICATION

DETAIL NUMBER

DETAIL NAME

SHEET NUMBER

DETAIL SECTION IDENTIFICATION

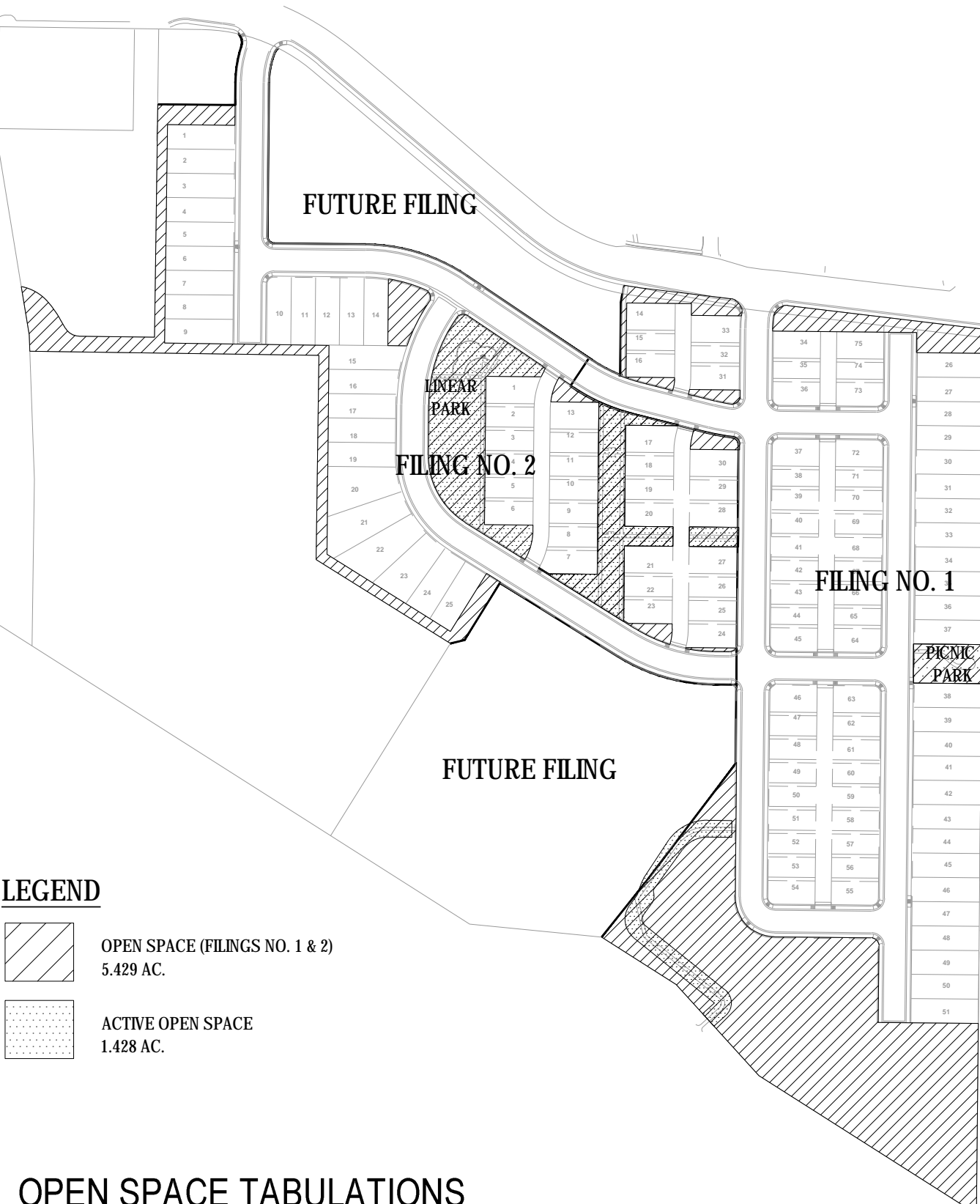
DETAIL NUMBER

SHEET NUMBER

- MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
- COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEAN OUT AREAS WITH OWNER'S REPRESENTATIVE.
 - CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCKPILES CONCRETE IN THE STORM SEWER IS PROHIBITED.
 - THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
 - MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
 - THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
 - THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
 - THE CONTRACTOR AND OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF-WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
 - THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
 - OPEN SPACE SWALES: IF SWALES ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE CONVEYANCE OF WATER WITHIN THE SWALES DURING THE CONTRACT PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DIVERSION OR PUMPING OF WATER IF REQUIRED TO COMPLETE WORK. ANY SWALES DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE SWALE NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
 - DETENTION AND WATER QUALITY PONDS: IF DETENTION PONDS AND WATER QUALITY PONDS ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE PONDS, DRAINAGE STRUCTURES AND SPILLWAYS DURING CONSTRUCTION. ALL PONDS DRAINAGE STRUCTURES AND SPILLWAYS SHALL BE MAINTAINED IN OPERABLE CONDITIONS AT ALL TIMES. ANY POND OR SPILLWAY AREAS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE POND NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
 - MAINTENANCE ACCESS BENCHES: IF MAINTENANCE BENCHES OR ACCESS ROADS EXIST ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE BENCHES OR ACCESS ROADS DURING CONSTRUCTION. ANY BENCHES OR ACCESS ROADS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION PERIOD. IF ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INTERRUPTION OF ACCESS.
 - LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.
 - SPECIFICATIONS ARE SHOWN TO INDICATE THE DESIGN INTENT. SUBSTITUTES FOR ALL MATERIALS AND FINISHES MAY BE CONSIDERED IF THEY MATCH THE APPEARANCE, QUALITY, AND GENERAL SPECIFICATIONS AS PRODUCTS SHOWN ON THIS SHEET AND SUBSEQUENT DETAILS. ALL MATERIALS AND FINISHES WILL REQUIRE A SAMPLE (OR DATA SHEET) TO BE SUBMITTED FOR FINAL REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE, PRIOR TO INSTALLATION.

SHEET INDEX	
Sheet Number	Sheet Title
L0.0	LANDSCAPE COVER SHEET
L0.1	NOTES & PLANT SCHEDULE
L0.2	RESIDENTIAL LANDSCAPE STANDARDS
L1.0	OVERALL FENCING & LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE PLAN
L1.3	LANDSCAPE PLAN
L1.4	LANDSCAPE PLAN
L1.5	LANDSCAPE PLAN
L1.6	LANDSCAPE PLAN
L1.7	LANDSCAPE PLAN
L1.8	LANDSCAPE PLAN
L1.9	LANDSCAPE PLAN
L2.0	SITE & LANDSCAPE DETAILS
L2.1	SITE & LANDSCAPE DETAILS
L2.2	SITE & LANDSCAPE DETAILS
L2.3	SITE & LANDSCAPE DETAILS

OPEN SPACE DIAGRAM



OPEN SPACE TABULATIONS

DESCRIPTION	AREA (AC.)
TOTAL PROJECT AREA (FILINGS 1, 2 AND FUTURE FILINGS)	26.668
TOTAL PROJECT OPEN SPACE REQUIRED (30%)	8.000
TOTAL PROJECT ACTIVE OPEN SPACE REQUIRED (25% OF TOTAL PROJECT OPEN SPACE)	2.000

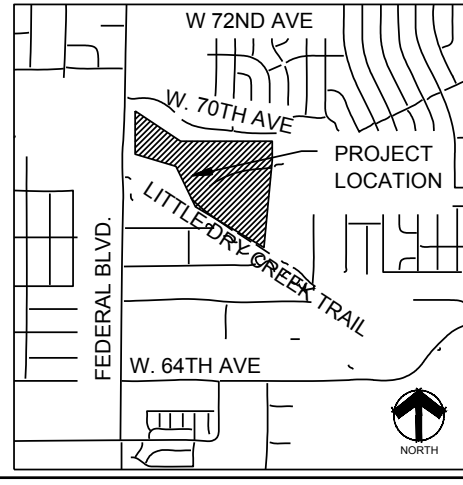
DESCRIPTION	FILINGS 1 & 2 AREA (AC.)	FILINGS 1 & 2 OPEN SPACE (AC.)	*% OF TOTAL PROJECT AREA
FILING NO. 1	11.79	3.472	20%
FILING NO. 2	8.32	1.957	
TOTALS	20.11	5.429	

*NOTE: A MINIMUM OF 2.571 ACRES (10%) OPEN SPACE SHALL BE PROVIDED IN FUTURE FILINGS TO ACHIEVE THE 30% (8.0 AC.) REQUIRED OPEN SPACE WITHIN THE TOTAL PROJECT AREA.

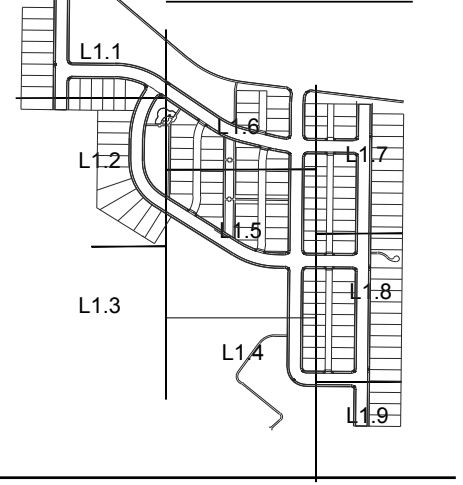
FILINGS 1 & 2 ACTIVE OPEN SPACE PROVIDED (AC.)	% OF TOTAL PROJECT OPEN SPACE
1.428	17.85% (25% REQ'D.)

*NOTE: A MINIMUM OF 0.572 ACRES (7.15%) ACTIVE OPEN SPACE SHALL BE PROVIDED IN FUTURE FILINGS TO ACHIEVE THE 25% (2.0 AC.) ACTIVE OPEN SPACE REQUIRED AS PART OF THE TOTAL PROJECT OPEN SPACE AREA.

VICINITY MAP



SHEET KEY



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9/22/2016 9:22 AM Y:\POMPONIO\PLANNING\CURRENT DWGS\FDP_LDSCP PLANS.DWG

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EES ENTITLEMENT AND ENGINEERING SOLUTIONS, Inc.

Pomponio TERRACE

FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 1 & 2
ADAMS COUNTY, CO 80030
LANDSCAPE COVER SHEET

PROJECT NO: PHT004.01
DESIGNED BY: PCS GROUP
DRAWN BY: JI
DATE: 08/11/16

L0.0

LANDSCAPE NOTES

- SITE PREP**
- LANDSCAPE CONTRACTOR TO REFERENCE CIVIL ENGINEERING DRAWINGS REGARDING DRAINAGE AND EROSION CONTROL NOTES, DETAILS AND PROCEDURES.
 - ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE LANDSCAPE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
 - ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR USE OF MAINTENANCE EQUIPMENT ENTRY.
 - SEE CIVIL ENGINEER'S DRAWINGS FOR GRADING AND DRAINAGE, EROSION CONTROL, PAVING AND SLEEVES, UTILITIES, AND OTHER ENGINEERED DETAILS.
 - CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.
 - A PRE-CONSTRUCTION MEETING MAY BE REQUIRED BETWEEN THE LANDSCAPE CONTRACTOR, PROPERTY OWNER AND LANDSCAPE ARCHITECT BEFORE START OF CONSTRUCTION.
 - CONTRACTOR SHALL MINIMIZE ALL DISTURBANCE TO NON-IMPACTED AREAS.
 - SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE FINAL ACCEPTANCE.
 - CONTRACTOR IS RESPONSIBLE FOR SETUP OF BARRICADES, WARNING SIGNAGE, OR OTHER PROTECTIVE DEVICES IF ANY EXCAVATIONS ARE LEFT EXPOSED AFTER ON-SITE WORK HOURS.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL NECESSARY PERMITS FOR CONSTRUCTION WORK WITHIN THE LOCAL JURISDICTION. A SEPARATE LANDSCAPE CONSTRUCTION PERMIT IS REQUIRED AND USE AND SALES TAX WILL BE COLLECTED. WATER CONNECTION FEES ARE TO BE PAID PRIOR TO THE METER SETTING. A BACK FLOW PERMIT AND INSPECTION IS REQUIRED PRIOR TO THE METER BEING INSTALLED IN THE VAULT.
 - TOPSOIL IS TO BE STRIPPED & STOCKPILED ON-SITE FOR LATER USE.
 - CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING OR NEW SITE IMPROVEMENTS DISTURBED OR DAMAGED DUE TO THEIR OPERATIONS. DAMAGED MATERIALS SHALL BE REPLACED/REPAIRED TO ITS PRIOR CONDITION.
 - LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OR LANDSCAPE PLANTING. CONTRACTOR SHALL HAND DIG ALL PLANTING PITS ADJACENT TO UTILITIES. IF UTILITIES ARE DAMAGED, REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE.
 - PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED & AMENDED.
 - ALL LANDSCAPE AREAS SHALL RECEIVE SOIL AMENDMENT ROTOTILLED AT A MIN. 8" DEPTH AT A RATE OF 4 CUBIC YARDS PER 1,000 SF.
 - CONTRACTOR SHALL SUBMIT SOIL AMENDMENT SPECIFICATIONS FOR APPROVAL PRIOR TO INSTALLATION.

- TURF, PLANT & GROUND COVER MATERIAL**
- ANY SUBSTITUTION OR ALTERATION OF PLANT OR LANDSCAPE MATERIALS IN LOCATION, SPECIES, TYPE, ETC. SHALL BE ALLOWED ONLY WITH APPROVAL OF THE LANDSCAPE ARCHITECT. OVERALL PLANT QUANTITY AND QUALITY TO BE CONSISTENT WITH APPROVED PLANS.
 - ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH AAN SPECIFICATIONS FOR NUMBER ONE GRADE.
 - PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 4' BETWEEN WATER OR SEWER SERVICE LINES AND A MINIMUM SEPARATION OF 10' BETWEEN WATER OR SEWER MAIN LINES. PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 4' BETWEEN GAS LINES.
 - ALL PROPOSED IRRIGATED TURF AREAS SHALL BE SODDED WITH THE BLEND SPECIFIED IN THESE PLANS. SOD SHALL BE LAID ON A FIRM BED WITH TIGHT JOINTS AND WITHOUT VOIDS.
 - TREE WRAP TO BE APPLIED IN LATE FALL AFTER INSTALLATION, AND REMOVED THE FOLLOWING SPRING. REMOVE ANY STRING OR WIRE AROUND TREE TRUNKS AT TIME OF INSTALLATION.
 - CONTRACTOR SHALL REPORT ANY DISCREPANCY FOUND IN THE FIELD VERSUS THE LANDSCAPE DRAWINGS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, OWNER'S REPRESENTATIVE, AND/OR THE CITY/COUNTY PRIOR TO ANY CONSTRUCTION OR DEMOLITION ACTIVITY. FAILURE TO MAKE SUCH CONFLICTS KNOWN WILL RESULT IN THE CONTRACTOR'S LIABILITY TO RELOCATE AND REPAIR.
 - MAINTAIN A MINIMUM THREE FOOT CLEARANCE AROUND FIRE HYDRANTS, FIRE DEPARTMENT CONNECTIONS OR OTHER FIRE SERVICE EQUIPMENT. NO TREES OR SHRUBS WILL BE ALLOWED WITHIN THIS AREA.
 - NO PLANT MATERIAL SHALL BE PLANTED WITHIN 10' OF ANY EXISTING OR PROPOSED ELECTRICAL SWITCHGEARS, TRANSFORMERS OR OTHER ELECTRICAL UTILITY EQUIPMENT. PLANT MATERIAL MAY BE FIELD ADJUSTED TO PROVIDE THE 10' CLEAR SPACE AND ACCESSIBILITY REQUIRED BY THE UTILITY'S OWNER/OPERATOR.
 - PROPOSED PLANT SPECIES MAY BE SUBJECT TO CHANGE PENDING COMMERCIAL AVAILABILITY AT TIME OF CONSTRUCTION. ALL SPECIES SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. OVERALL PLANT QUANTITIES & SIZES SHALL REMAIN AS INDICATED ON THE PLANT SCHEDULE. CONTRACTOR SHALL VERIFY THAT ANY SUBSTITUTED PLANT SPECIES ARE ACCEPTABLE TO THE LOCAL MUNICIPALITY OR GOVERNING JURISDICTIONS.
 - IF SPECIFIED PLANTS ARE NOT COMMERCIALY AVAILABLE AT TIME OF CONSTRUCTION/INSTALLATION, CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT FOR A SUBSTITUTION.

- PLANTING BEDS**
- ALL PROPOSED PLANTING BEDS SHALL CONTAIN THE SPECIFIED MULCH AND INCLUDE MIRAFI WEED BARRIER FABRIC OR EQUAL SECURED WITH PINS. OVERLAP FABRIC MIN. 24" AT EDGES.
 - ROCK MULCH AROUND VEGETATION SHALL CONTAIN 1 1/2"-2" DIA. ROUND RIVER COBBLE, TAN COLOR, 4" DEPTH.
 - ROCK MULCH BEDS WITHOUT VEGETATION SHALL BE CONTAIN 3"-4" DIA. ROUND RIVER COBBLE, TAN COLOR, 4" DEPTH, SEATED.
 - WOOD MULCH SHALL BE 'GORILLA HAIR' OR EQUAL SHREDDED CEDAR MULCH, 4" DEPTH.
 - EDGING BETWEEN TURF AND PLANTING BEDS SHALL BE 12-GAUGE, GREEN COLOR, ROLLED-TOP, STEEL EDGING OR EQUIVALENT. ANY NO EDGING IS REQUIRED AGAINST HARDCAPE/WALK AREAS OR AT TREE RING EDGES. EDGING SHALL BE INSTALLED TO AVOID IMPEDING DRAINAGE. RE: DETAILS FOR INSTALLATION IN LOW DRAINAGE AREAS.
 - FOR TREES NOT IN PLANTING BEDS, ALLOW A 6'-0" DIAMETER BED (TREE RING) WITHOUT SOD AROUND ROOT COLLAR. APPLY SPECIFIED WOOD MULCH & DEPTH AROUND COLLAR FOLLOWING SOD INSTALLATION. NO FABRIC OR STEEL EDGER IS NECESSARY WITHIN TREE RINGS IN NATIVE AREAS. TREES IN PLANTING BEDS SHALL NOT HAVE WEED BARRIER INSTALLED WITHIN 6' OF THEIR TRUNKS.

- HARDSCAPE**
- REFER TO SITE PLANS & DETAILS FOR SPECIALTY CONCRETE LOCATIONS WHERE APPLICABLE.
- IRRIGATION**
- 1)PERMANENT UNDERGROUND IRRIGATION IS REQUIRED IN ALL LANDSCAPE AREAS, 2) TURF AREAS ARE ZONED SEPARATELY FROM BED AREAS, 3) CONTROLLER TO INCLUDE RAIN SHUT-OFF, 4) HYDROZONES WILL BE ON SEPARATE IRRIGATION ZONES ACCORDING TO WATER-DEMAND.
 - TURF & IRRIGATED NATIVE AREAS (WHERE APPLICABLE) SHALL BE IRRIGATED BY AUTOMATIC POP-UP SPRAY SYSTEM. SHRUBS & PLANTING BEDS SHALL BE IRRIGATED WITH DRIP/BUBBLER SYSTEM.
 - ALL TREES & SHRUBS OUTSIDE OF BEDS WITHIN NATIVE AREAS SHALL BE DRIP IRRIGATED. ALL IRRIGATION SHALL BE AN AUTOMATIC UNDERGROUND SYSTEM
 - REFER TO IRRIGATION PLANS FOR DETAILED INFORMATION.

- MAINTENANCE**
- CONTRACTOR IS TO MAINTAIN ALL PLANTINGS AND ASSOCIATED IRRIGATION SYSTEM INSTALLED UNDER THIS CONTRACT UNTIL FINAL ACCEPTANCE BY THE CITY AND TURNOVER TO OWNER. THIS MAINTENANCE SHALL INCLUDE PROPER WATERING OF ALL PLANTS, AND MOWING OF TURF/SEED AREAS IF NECESSARY.
 - SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE FINAL ACCEPTANCE.
 - ALL PLANT MATERIAL WILL BE COVERED BY A WARRANTY PERIOD. THE CONTRACTOR SHALL REPLACE DEAD, UNHEALTHY, OR OTHERWISE UNSATISFACTORY MATERIAL THROUGHOUT THIS PERIOD. THE WARRANTY SHALL BEGIN UPON FINAL ACCEPTANCE OF THE JOB.
 - LANDSCAPING SHALL BE PLANTED AND MAINTAINED IN A LIVING CONDITION BY THE OWNER OR ASSIGNS OR OWNERS ASSOCIATION. TREES AND SHRUBS MUST HAVE A 100% ONGOING SURVIVAL RATE. ANY DEAD OR DAMAGED PLANT MATERIAL (AS DETERMINED BY THE CITY) SHALL BE REPLACED PER CODE OF NOTIFICATION BY THE CITY. NON-LIVING GROUND COVERS, SUCH AS ROCK OR MULCH, MUST BE 100% INTACT AFTER ONE YEAR AND 100% INTACT THEREAFTER.
 - LANDSCAPE AREAS WITHIN THE PROPERTY AND WITHIN THE ADJACENT RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.

RIGHT OF WAY LANDSCAPE TABULATIONS (FILINGS 1 & 2 ONLY)

STREET RIGHT OF WAY	RIGHT OF WAY LENGTH (LF.)	*RIGHT OF WAY LANDSCAPE AREA (SF.)	TREES		SHRUBS	
			REQUIRED	PROVIDED	REQUIRED	PROVIDED
W 70TH AVE	555	7,248	7	12	14	24
W 69TH AVE	660	3,300	3	6	7	18
CANSOA ST.	270	1,350	1	3	3	15
CLAY ST	359	1,790	2	3	4	4
W 68TH AVE	434	2,170	2	5	4	22
DECATUR ST	323	1,615	2	7	3	9
W 67TH AVE	320	1,600	2	4	3	7
*ELIOT ST. (ALL RESIDENTIAL FRONTAGE)	30	N/A	N/A	N/A	N/A	N/A
TOTALS	2,950	19,073	19	40	38	99

*NOTE: ATTACHED WALKS ARE ADJACENT TO ALL SUBDIVISION INTERIOR STREETS LEAVING ONLY 1.5' OF DISTANCE BETWEEN BACK OF WALK AND RIGHT OF WAY. THIS PREVENTS INSTALLATION OF PLANT MATERIALS. THEREFORE, TO MEET THE INTENT OF COUNTY CODE REQUIREMENTS, AN AVERAGE LANDSCAPE AREA EXTENDING 5' BEHIND THE BACK OF RIGHT OF WAY OF INTERIOR STREETS HAS BEEN USED TO CALCULATE RIGHT OF WAY LANDSCAPE PLANT MATERIAL REQUIRED ALONG NON-RESIDENTIAL FRONTAGES. RIGHT OF WAY PLANTINGS HAVE BEEN CLUSTERED WHERE APPROPRIATE.

PLANT & GROUND COVER SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL / SIZE	HT X SPD	IRR_ZONE
HAC	3	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2" CAL	50' X 30'	LOW
DNM	2	ACER PLATANOIDES 'DEBORAH' / DEBORAH MAPLE	B & B	2" CAL	50' X 40'	LOW
ARM	4	ACER FREEMANI 'ARMSTRONG' / FREEMAN MAPLE	B & B	2" CAL	30' X 15'	MODERATE
GL	7	TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN	B & B	2" CAL	50' X 35'	LOW
GI	3	GLEDITSIA TRIACANTHOS 'IMPERIAL' / IMPERIAL HONEYLOCUST	B & B	2" CAL	45' X 40'	LOW
QR	1	QUERCUS RUBRA / RED OAK	B & B	2" CAL	50' X 40'	LOW
RSM	6	ACER RUBRUM 'RED SUNSET' / RED SUNSET MAPLE	B & B	2" CAL	45' X 35'	MODERATE
GS	11	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST	B & B	2" CAL	45' X 50'	LOW
QB	4	QUERCUS BICOLOR / SWAMP WHITE OAK	B & B	2" CAL	50' X 50'	LOW

EVERGREEN TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL / SIZE	HT X SPD	IRR_ZONE
PN-6HT	16	PINUS NIGRA / AUSTRIAN BLACK PINE	B & B	6" HT	50' X 30'	VERY LOW
PN-8HT	2	PINUS NIGRA / AUSTRIAN BLACK PINE	B & B	8" HT	50' X 30'	VERY LOW
BP-8HT	7	PINUS HELDREICHI / BOSNIAN PINE	B & B	8" HT	40' X 10'	LOW
PCG-6HT	3	PINUS LEUCODERMIS 'COMPACT GEM' / COMPACT UPRIGHT BOSNIAN PINE	B & B	6" HT	15' X 8'	LOW
VP-6HT	3	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID PINE	B & B	6" HT	25' X 15'	LOW
WBJ-6HT	20	JUNIPERUS SCOPULORUM 'WICHITA BLUE' / WICHITA BLUE JUNIPER	B & B	6" HT	20' X 6'	LOW

ORNAMENTAL TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL / SIZE	HT X SPD	IRR_ZONE
CCP	12	PYRUS CALLERYANA 'CAPITAL' / CAPITAL CALLERY PEAR	B & B	1.5" CAL	30' X 10'	LOW
ACM	24	ACER GINNALA 'COMPACTUM' / COMPACT AMUR MAPLE	B & B	6" CLUMP	18' X 18'	LOW
CSM	9	ACER PLATANOIDES 'CRIMSON SENTRY' / CRIMSON SENTRY MAPLE	B & B	1.5" CAL	25' X 15'	MODERATE

DECIDUOUS SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	CONT	HT X SPD	IRR_ZONE	LIGHT REQ.	SPACING
BSP	20	CARYOPTERIS INCANA / COMMON BLUEBEARD SPIREA	5 GAL	4' X 5'	LOW	FULL SUN	66" o.c.
CBB	4	EUONYMUS ALATUS 'COMPACTUS' / COMPACT BURNING BUSH	5 GAL	4' X 4'	MODERATE	F/P SUN	66" o.c.
CC	15	COTONEASTER APICULATUS / CORAL BEAUTY COTONEASTER	5 GAL	2' X 5'	LOW	F/P SUN	60" o.c.
DNB	16	PHYSOCARPUS OPULIFOLIUS 'DIABLO' / DIABLO NINEBARK	5 GAL	6' X 8'	MODERATE	FULL SUN	72" o.c.
PL	17	PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL' TM / DWARF NINEBARK	5 GAL	3' X 4'	LOW	FULL SUN	48" o.c.
FMR	12	ROSA MEDILAND SERIES 'FIRE' / FIRE MEDILAND ROSE	5 GAL	2' X 4'	LOW	FULL SUN	36" o.c.
GC	22	RIBES AUREUM / GOLDEN CURRANT	5 GAL	6' X 6'	LOW	F/P SUN	72" o.c.
GFP	25	POTENTILLA FRUTICOSA 'GOLDFINGER' / GOLDFINGER POTENTILLA	5 GAL	3' X 4'	LOW	FULL SUN	48" o.c.
RHU	12	RHUS AROMATICA 'GRO-LON' / GRO-LON FRAGRANT SUMAC	5 GAL	2' X 8'	LOW-MOD	SHADE-SUN	84" o.c.
KV	12	VIBURNUM CARLESII / KOREAN SPICE VIBURNUM	5 GAL	6' X 6'	MODERATE	F/P SUN	72" o.c.
MKL	38	SYRINGA PATULA 'MISS KIM' / MISS KIM LILAC	5 GAL	4' X 5'	LOW	FULL SUN	60" o.c.
VL	25	VIBURNUM LANTANA 'MOHICAN' / MOHICAN WAYFARING TREE	5 GAL	8' X 8'	LOW	F/P SUN	96" o.c.
NMP	5	FORESTERA NEOMEXICANA / NEW MEXICO PRIVET	6 CLUMP	10' X 8'	LOW	FULL SUN	96" o.c.
DGN	16	PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD' / NINEBARK, 'DART'S GOLD'	5 GAL	4' X 4'	LOW-MOD	F/P SUN	48" o.c.
PLS	36	PRUNUS X CISTENA / PURPLE LEAF SAND CHERRY	5 GAL	8' X 6'	LOW	FULL SUN	96" o.c.
RB	12	CHRYSOTHAMNUS NAUSEOSUS / RABBITBRUSH	5 GAL	4' X 4'	LOW	F/P SUN	72" o.c.
DKR	26	ROSA X 'DOUBLE KNOCKOUT' / ROSE, 'DOUBLE KNOCKOUT	5 GAL	3' X 5'	LOW	FULL SUN	60" o.c.
RGB	20	BERBERIS THUNBERGII 'ROSE GLOW' / ROSY GLOW BARBERRY	5 GAL	5' X 4'	LOW	FULL SUN	42" o.c.
RSA	37	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE	5 GAL	5' X 4'	LOW-MOD	FULL SUN	66" o.c.
SW	50	SPIRAEA JAPONICA 'ANTHONY WATERER' / SPIREA, 'ANTHONY WATERER'	5 GAL	3' X 4'	LOW-MOD	FULL SUN	60" o.c.
RW	18	ROSA MEDILAND SERIES 'WHITE' / WHITE MEDILAND ROSE	5 GAL	2' X 4'	LOW	FULL SUN	48" o.c.
AG	11	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / 'AUTUMN BRILLIANCE' SERVICEBERRY	5 GAL	20' X 12'	LOW	FULL SUN	96" o.c.

EVERGREEN SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	CONT	HT X SPD	IRR_ZONE	LIGHT REQ.	SPACING
JUA	24	JUNIPERUS SABINA 'ARCADIA' / ARCADIA JUNIPER	5 GAL	2' X 6'	LOW	FULL SUN	72" o.c.
SCJ	21	JUNIPERUS SABINA 'SCANDIA' / SCANDIA JUNIPER	5 GAL	2' X 6'	LOW	FULL SUN	66" o.c.


GRASSES	QTY	BOTANICAL NAME / COMMON NAME	CONT	HT X SPD	IRR_ZONE	LIGHT REQ.	SPACING
MSA	9	MISCANTHUS SINENSIS 'ADAGIO' / ADAGIO EULALIA GRASS	1 GAL	5' X 3'	MODERATE	FULL SUN	60" o.c.
PMG	55	MISCANTHUS PURPURASCENS 'AUTUMN RED' / AUTUMN RED FLAME GRASS	1 GAL	5' X 3'	MODERATE	FULL SUN	42" o.c.
BOG	17	HELICTOTRICHON SEMPERVIRENS 'SAPPHIRE' / BLUE OAT GRASS	1 GAL	2' X 2'	LOW	FULL SUN	24" o.c.
DMG	19	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS	1 GAL	3' X 4'	MODERATE	F/P SUN	36" o.c.
FRG	76	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	1 GAL	4' X 3'	LOW-MOD	F/P SUN	30" o.c.
PG	46	PENNISETUM ALOPECUROIDES / FOUNTAIN GRASS	1 GAL	3' X 3'	LOW	F/P SUN	36" o.c.
PH	20	PANICUM VIRGATUM 'HEAVY METAL' / HEAVY METAL SWITCH GRASS	1 GAL	4' X 3'	LOW	F/P SUN	36" o.c.
MG	75	MISCANTHUS SINENSIS 'GOLD BAR' / MISCANTHUS 'GOLD BAR'	1 GAL	4' X 3'	LOW-MOD	FULL SUN	36" o.c.
PQG	34	MISCANTHUS SINENSIS 'STRICTUS' / PORCUPINE GRASS	1 GAL	6' X 5'	LOW-MOD	F/P SUN	60" o.c.
RVG	19	SACCHARUM RAVENNAE / RAVENNA GRASS	1 GAL	10' X 5'	MODERATE	FULL SUN	66" o.c.


PERENNIALS	QTY	BOTANICAL NAME / COMMON NAME	CONT	HT X SPD	IRR_ZONE	LIGHT REQ.	SPACING
CJ	18	CENTRANTHUS RUBER 'ALBIFLOROUS' / JUPITER'S BEARD	1 GAL	3' X 3'	LOW	F/P SUN	36" o.c.
DAY	64	HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY	1 GAL	1.5' X 1'	MODERATE	F/P SUN	18" o.c.

MULCH	QTY	BOTANICAL NAME / COMMON NAME
	1,565 SF	FIBAR MULCH / FIBAR MULCH

	27,022 SF	ROCK MULCH, 1.5"-3" DIA / ROCK MULCH, 1.5"-3" DIA 4" DEPTH
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	2,785 SF	WOOD MULCH / WOOD MULCH 4" DEPTH
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SEED	QTY	BOTANICAL NAME / COMMON NAME
	327,330 SF	DRYLAND SEED MIX - NON-IRRIG / DRYLAND SEED MIX - NON-IRRIG

	29,022 SF	WETLAND SEED MIX - NON-IRRIG / WETLAND SEED MIX - NON-IRRIG
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SOD	QTY	BOTANICAL NAME / COMMON NAME
	43,861 SF	IRRIG. TURF, 'ENVIROTURF' / IRRIG. TURF, 'ENVIROTURF' TURF, 'ENVIROTURF'

PARK AMENITY SCHEDULE

ITEM	LINEAR PARK QTY.	PICNIC PARK QTY.	MEWS QTY.
PICNIC TABLE	1	1	1
BENCH	2	1	2
TRASH RECEPTACLE	1	1	1
PET STATION	1	1	2
BIKE RACK	1	1	0
SHELTER	1	1	0

ITEMS AND QUANTITIES REPRESENT MINIMUM PROPOSED AMENITIES. TYPES AND NUMBER OF AMENITIES MAY BE SUBJECT TO CHANGE.

SEED & SOD MIXES

DRYLAND MIX		WETLAND MIX	
COMMON NAME	%MIX	COMMON NAME	%MIX
COMMON WHEATGRASS	20%	CANADA WILD RYE	21%
SLENDER WHEATGRASS	15%	SLENDER WHEATGRASS	14%
MEADOW FESCUE	10%	SAND BLUESTEM	21%
PUBESCENT WHEATGRASS	10%	SIDEOATS GRAMA	14%
HARD FESCUE	10%	PRAIRIE DROPSEED	7%
CANADA BLUEGRASS	10%	SWITCHGRASS	6%
INDIAN GRASS	8%	SAND DROPSEED	1%
SIDEOATS GRAMA	7%	ANALOGUE SEDGE	1%
BLUE GRAMA	5%	AWLFRUIT SEDGE	1%
SWITCHGRASS	5%	INLAND SALTGRASS	7%
	100%	CALIFORNIAL POPPY	7%

SEED RATE: 15-20 LBS/AC. (DRILLED)
 SUPPLIER: ARKANSAS VALLEY SEED

SEED RATE: 14-16 LBS/AC. (DRILLED)
 SUPPLIER: ARKANSAS VALLEY SEED


IRRIGATED SOD
 PRODUCT: 'ENVIROTURF'
 SUPPLIER: TURF MASTER



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Pomponio
 TERRACE

FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 1 & 2

ADAMS COUNTY, CO 80030

NOTES & PLANT SCHEDULE

PROJECT NO: PHT004.01
 DESIGNED BY: PCS GROUP
 DRAWN BY: JI
 DATE:

RESIDENTIAL LANDSCAPE NOTES

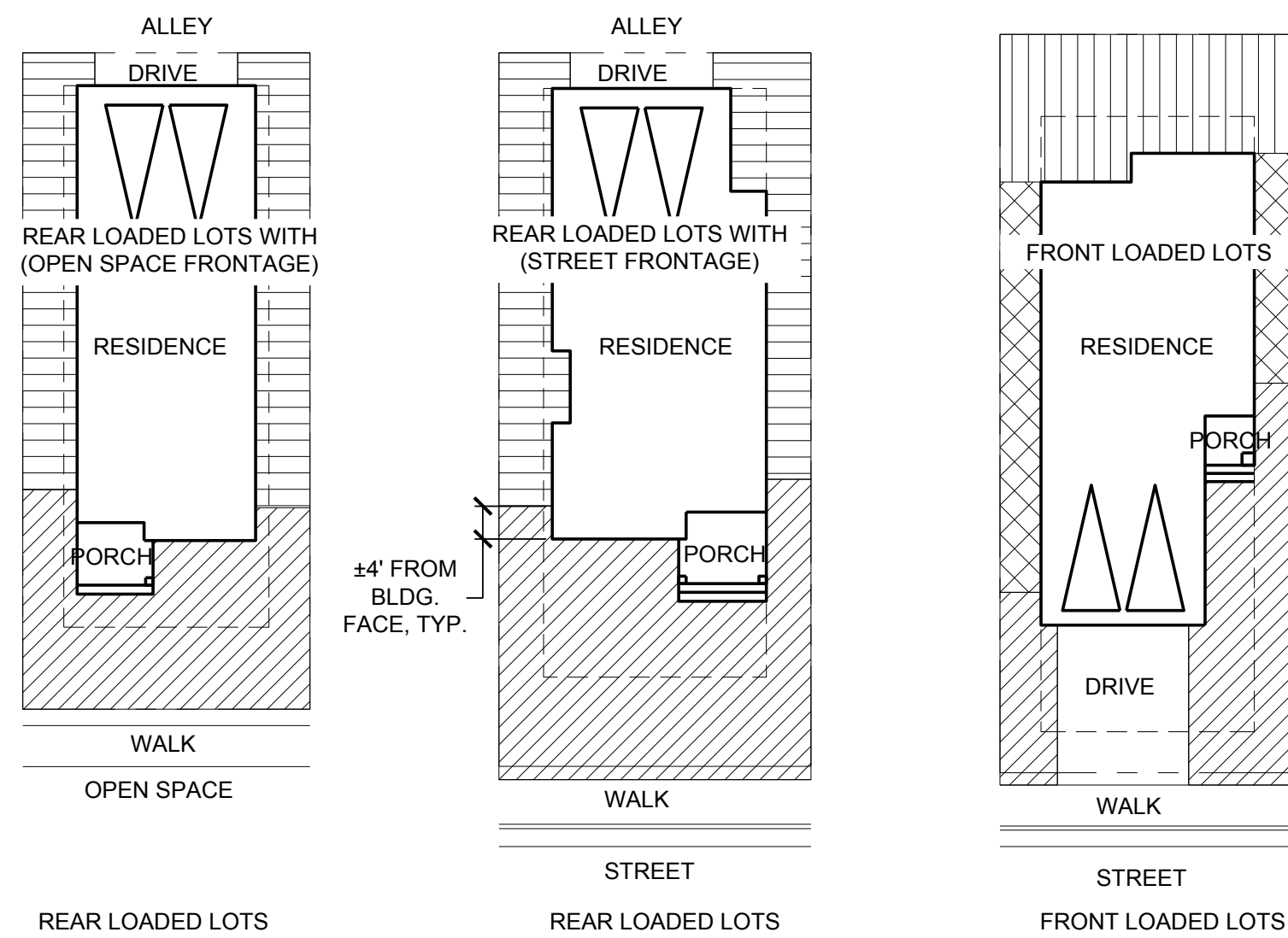
1. ALL LANDSCAPE AREAS SHALL RECEIVE SOIL AMENDMENT AT THE RATE OF 4 CUBIC YARDS PER THOUSAND SQUARE FEET.
2. TREES SHALL BE INSTALLED TO MAINTAIN A MINIMUM SEPARATION DISTANCE OF 6' FROM WATER & SEWER SERVICE LINES AND 4' FROM DRY UTILITY LINES.
3. WITHIN SIGHT TRIANGLES, PLANTINGS TALLER THAN 36" FROM GUTTER FLOWLINE SHALL NOT BE INSTALLED. SHADE/ORNAMENTAL TREES MAY BE ALLOWED WITHIN SIGHT TRIANGLES BUT SHALL BE LIMBED UP TO A HEIGHT OF 8' ABOVE ADJACENT GUTTER FLOWLINE.
4. NO TREES SHALL BE PLANTED THAT MAY OBSTRUCT TRAFFIC SIGNAGE.
5. TREES SHALL NOT BE PLANTED WITHIN 15' OF POLE-MOUNTED STREET LIGHTS.
6. RIGHT OF WAY LANDSCAPE MUST INCORPORATE A MINIMUM 50% LIVING GROUND COVER IN ADDITION TO TREES/SHRUBS.

COUNTY PERFORMANCE STANDARDS, RESIDENTIAL USES

1. FRONT AND SIDE SETBACKS: THE ENTIRE FRONT AND SIDE SETBACKS SHALL BE LANDSCAPED, EXCEPT FOR DRIVEWAYS.
2. BACK YARD SETBACK: A MINIMUM OF THIRTY PERCENT (30%) OF THE BACK YARD SHALL BE LANDSCAPED.
3. REQUIRED GROUND COVER: A MINIMUM OF THIRTY PERCENT (30%) OF THE REQUIRED FRONT AND SIDE LANDSCAPE AREA MUST BE COVERED BY LIVING GROUND MATERIAL, SUCH AS LOW GROWING GROUND COVER, SHRUBS, OR GRASS, WITHIN ONE (1) YEAR FOLLOWING OCCUPANCY AND THEREAFTER.
4. REQUIRED TREES AND SHRUBS: A MINIMUM OF ONE (1) LARGE TREE AND FIVE (5) SHRUBS, OR TWO (2) ORNAMENTAL TREES AND FIVE (5) SHRUBS, SHALL BE REQUIRED FOR EACH LOT. EVERGREENS SHALL BE CONSIDERED ORNAMENTAL.
5. ALL LANDSCAPE SHALL BE REVIEWED/APPROVED/ENFORCED BY THE PTMD.
6. MINIMUM SIZE REQUIREMENTS: MINIMUM SIZE REQUIREMENTS FOR TREES AND SHRUBS SHALL BE:

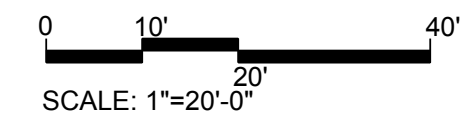
MINIMUM RESIDENTIAL PLANT SIZES

PLANT TYPE	MATURITY HEIGHT	MINIMUM PLANT SIZE AT PLANTING
ORNAMENTALS	LESS THAN 20'	1" TO 1.5"
LARGE DECIDUOUS	OVER 20'	2' TO 2.5'
EVERGREENS (SM.)	LESS THAN 20'	5' HT.
EVERGREENS (LG.)	OVER 20'	6' HT.
LOW SHRUBS	1' TO 3'	5 GALLON
UPRIGHT SHRUBS	3' TO 10'	5 GALLON

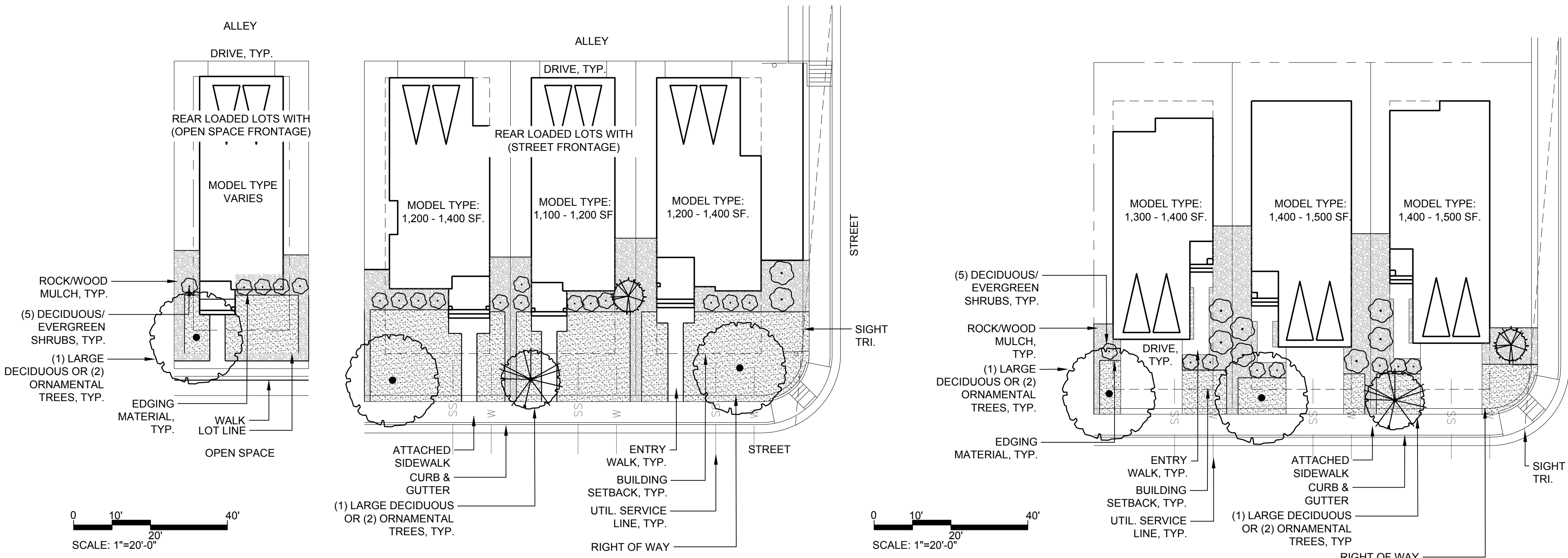


LEGEND

- FRONT YARD
- REAR/SIDE YARD (REAR LOADED)
- REAR YARD (FRONT LOADED)
- SIDE YARD (FRONT LOADED)



REAR LOADED LOTS FRONTING OPEN SPACE
1 LANDSCAPE AREA DEFINITIONS - TYPICAL RESIDENTIAL LOT



2 TYPICAL FRONT YARD LANDSCAPE - REAR LOADED LOT

3 TYPICAL FRONT YARD LANDSCAPE - FRONT LOADED LOT

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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 1 & 2
 ADAMS COUNTY, CO 80030
RESIDENTIAL LANDSCAPE STANDARDS

PROJECT NO: PHT004.01
 DESIGNED BY: PCS GROUP
 DRAWN BY: JI
 DATE: 08/11/16

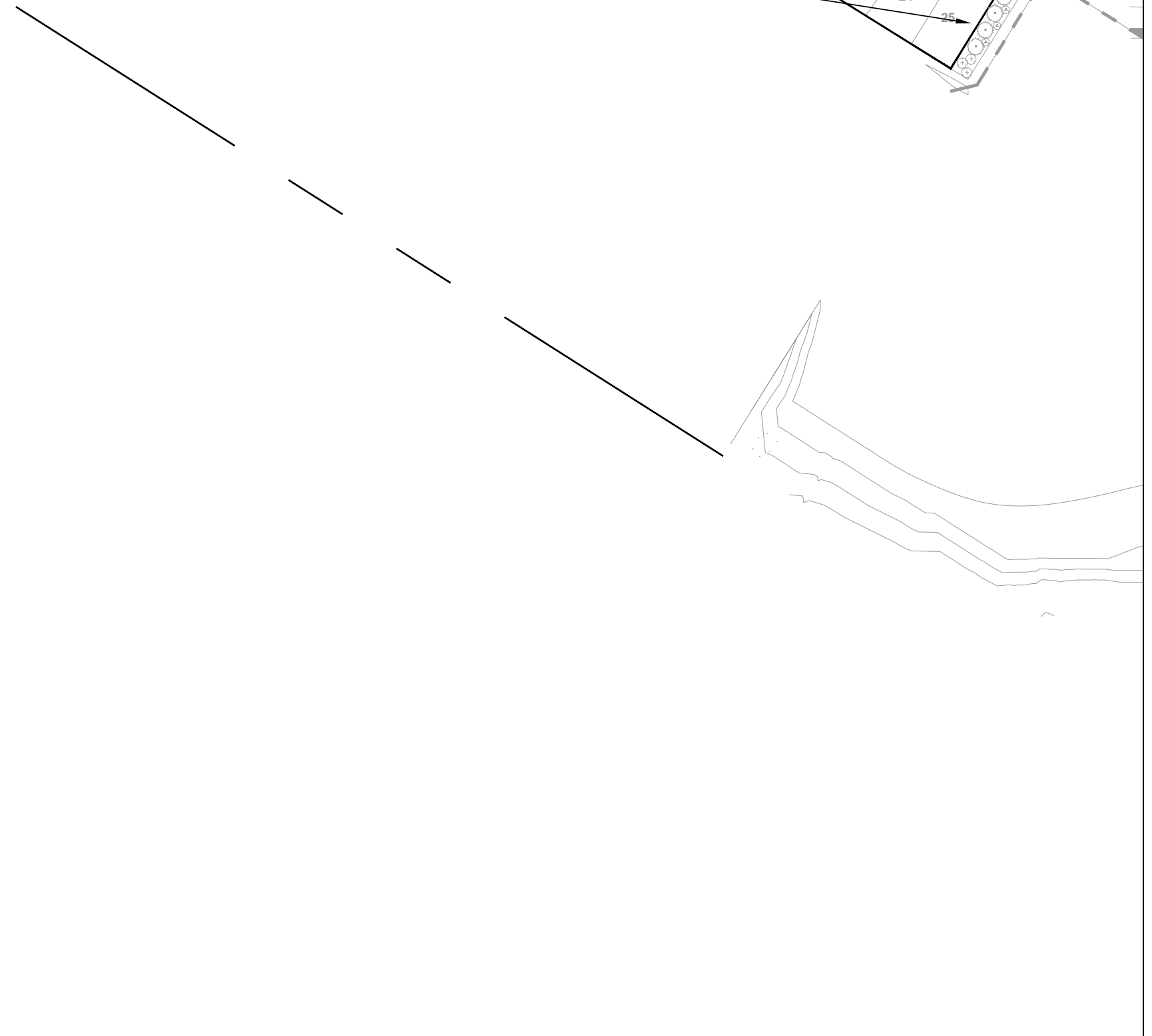
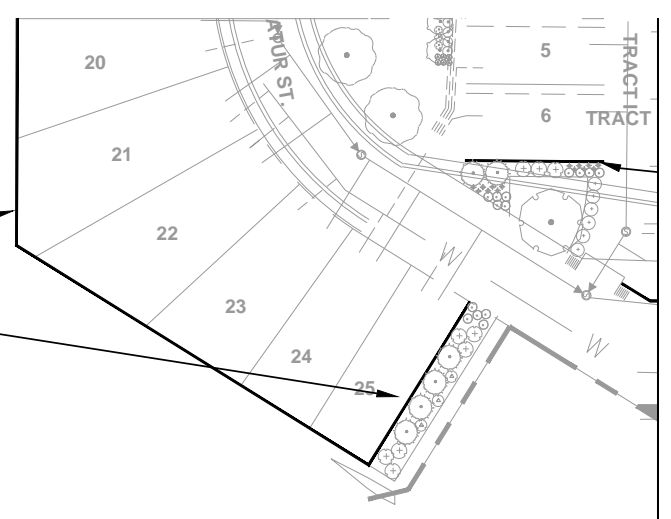


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PRIVACY FENCE $\frac{2}{L2.0}$



PLANT / GROUNDCOVER LIST

DECIDUOUS TREES	COMMON NAME
HAC	COMMON HACKBERRY
DNM	DEBORAH MAPLE
ARM	FREEMAN MAPLE
GL	GREENSPIRE LITTLELEAF LINDEN
GI	IMPERIAL HONEYLOCUST
QR	RED OAK
RSM	RED SUNSET MAPLE
GS	SHADEMASTER LOCUST
QB	SWAMP WHITE OAK

EVERGREEN TREES	COMMON NAME
PN-6HT	AUSTRIAN BLACK PINE
PN-8HT	AUSTRIAN BLACK PINE
BP-8HT	BOSNIAN PINE
PCG-6HT	COMPACT UPRIGHT BOSNIAN PINE
VP-6HT	VANDERWOLF'S PYRAMID PINE
WBJ-6HT	WICHITA BLUE JUNIPER

ORNAMENTAL TREES	COMMON NAME
CCP	CAPITAL CALLERY PEAR
ACM	COMPACT AMUR MAPLE
CSM	CRIMSON SENTRY MAPLE

DECIDUOUS SHRUBS	COMMON NAME
BSP	COMMON BLUEBEARD SPIREA
CBB	COMPACT BURNING BUSH
CC	CORAL BEAUTY COTONEASTER
DNB	DIABLO NINEBARK
PL	DWARF NINEBARK
FMR	FIRE MIDLAND ROSE
GC	GOLDEN CURRANT
GFP	GOLDFINGER POTENTILLA
RHU	GRO-LOW FRAGRANT SUMAC
KV	KOREAN SPICE VIBURNUM
MKL	MISS KIM LILAC
VL	MOHICAN WAYFARING TREE
NMP	NEW MEXICO PRIVET
DGN	NINEBARK, 'DART'S GOLD'
PLS	PURPLE LEAF SAND CHERRY
RB	RABBITBRUSH
DKR	ROSE, 'DOUBLE KNOCKOUT'
RGB	ROSY GLOW BARBERRY
RSA	RUSSIAN SAGE
SW	SPIREA, 'ANTHONY WATERER'
RW	WHITE MIDLAND ROSE
AG	'AUTUMN BRILLIANCE' SERVICEBERRY

EVERGREEN SHRUBS	COMMON NAME
JUA	ARCADIA JUNIPER
SCJ	SCANDIA JUNIPER

GRASSES	COMMON NAME
MSA	ADAGIO EULALIA GRASS
PMG	AUTUMN RED FLAME GRASS
BOG	BLUE OAT GRASS
DMG	DWARF MAIDEN GRASS
FRG	FEATHER REED GRASS
PG	FOUNTAIN GRASS
PH	HEAVY METAL SWITCH GRASS
MG	MISCANTHUS 'GOLD BAR'
PQG	PORCUPINE GRASS
RVG	RAVENNA GRASS

PERENNIALS	COMMON NAME
CJ	JUPITER'S BEARD
DAY	STELLA DE ORO DAYLILY

MULCH	COMMON NAME
[Symbol]	FIBAR MULCH
[Symbol]	ROCK MULCH, 1.5" - 3" DIA
[Symbol]	WOOD MULCH

SEED	COMMON NAME
[Symbol]	DRYLAND SEED MIX - NON-IRRIG
[Symbol]	WETLAND SEED MIX - NON-IRRIG

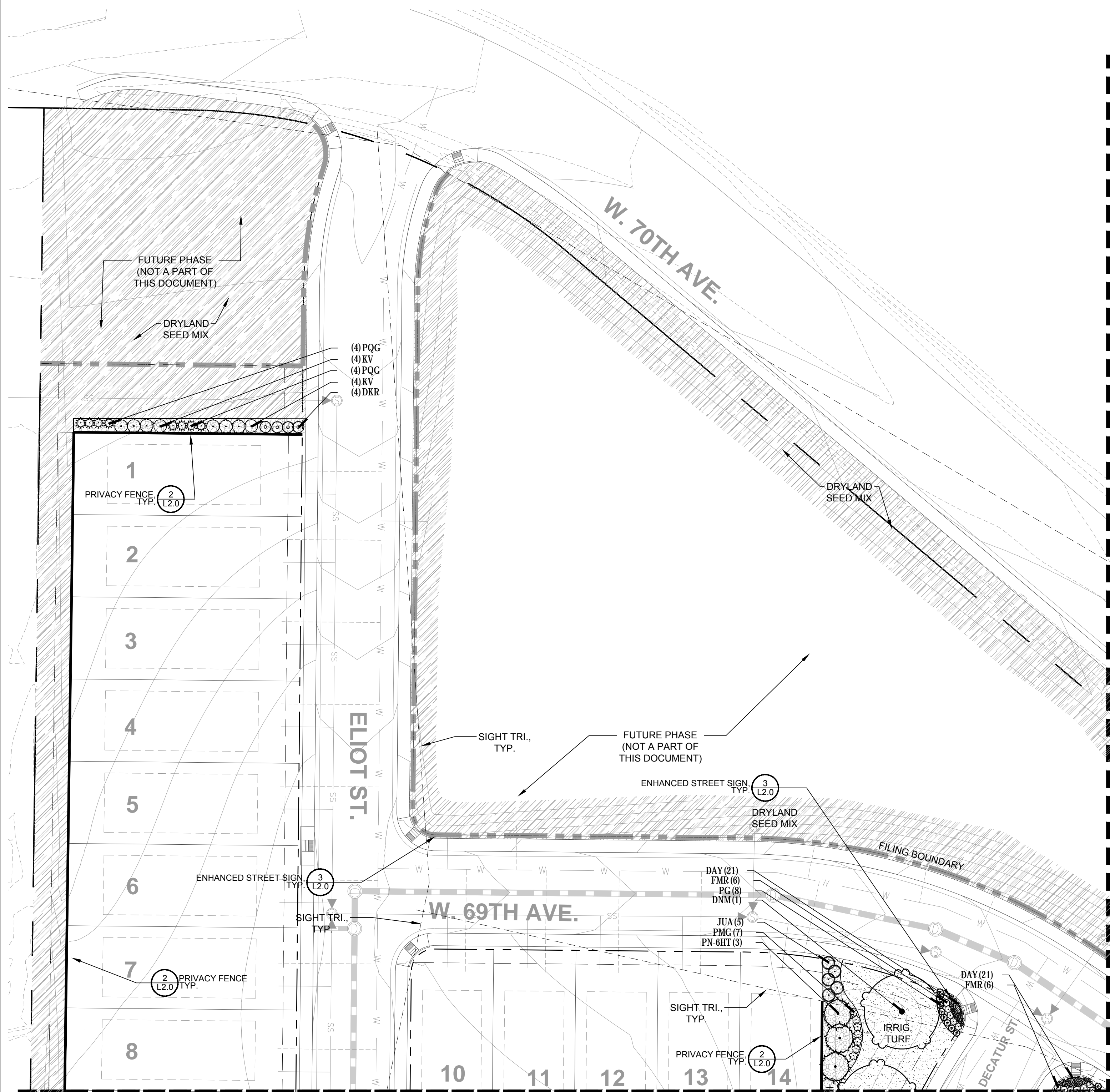
SOD	COMMON NAME
[Symbol]	IRRIG. TURF, ENVIROTURF

KEYMAP

SCALE: 1"=30'-0"

people creating spaces

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SHEET-L1.6

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LANDSCAPE PLAN

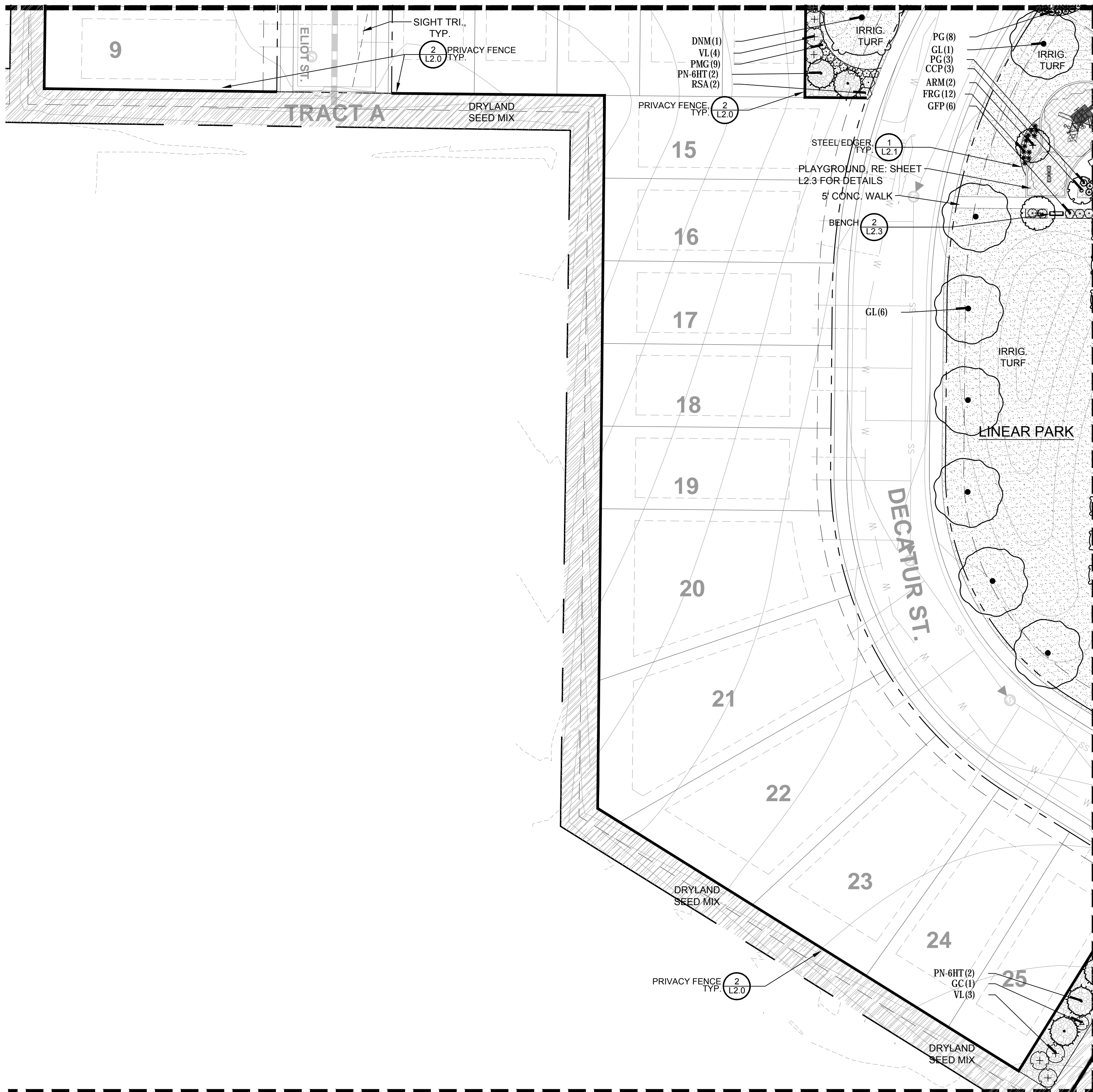
PROJECT NO: PHT004.01
DESIGNED BY: PCS GROUP
DRAWN BY: JI
DATE: 08/11/16

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PLANT / GROUND COVER LIST

DECIDUOUS TREES	COMMON NAME
HAC	COMMON HACKBERRY
DNM	DEBORAH MAPLE
ARM	FREEMAN MAPLE
GL	GREENSPIRE LITTLELEAF LINDEN
GI	IMPERIAL HONEYLOCUST
QR	RED OAK
RSM	RED SUNSET MAPLE
GS	SHADEMASTER LOCUST
QB	SWAMP WHITE OAK

EVERGREEN TREES	COMMON NAME
PN-6HT	AUSTRIAN BLACK PINE
PN-8HT	AUSTRIAN BLACK PINE
BP-8HT	BOSNIAN PINE
PG-6HT	COMPACT UPRIGHT BOSNIAN PINE
VP-6HT	VANDERWOLF'S PYRAMID PINE
WBJ-6HT	WICHITA BLUE JUNIPER

ORNAMENTAL TREES	COMMON NAME
CCP	CAPITAL CALLERY PEAR
ACM	COMPACT AMUR MAPLE
CSM	CRIMSON SENTRY MAPLE

DECIDUOUS SHRUBS	COMMON NAME
BSP	COMMON BLUEBEARD SPIREA
CBB	COMPACT BURNING BUSH
CC	CORAL BEAUTY COTONEASTER
DNB	DIABLO NINEBARK
PL	DWARF NINEBARK
FMR	FIRE MEIDLAND ROSE
GC	GOLDEN CURRANT
GFP	GOLDFINGER POTENTILLA
RHU	GRO-LOW FRAGRANT SUMAC
KV	KOREAN SPICE VIBURNUM
MKL	MISS KIM LILAC
VL	MOHICAN WAYFARING TREE
NMP	NEW MEXICO PRIVET
DGN	NINEBARK, 'DART'S GOLD'
PLS	PURPLE LEAF SAND CHERRY
RB	RABBITBRUSH
DKR	ROSE, 'DOUBLE KNOCKOUT'
RGB	ROSY GLOW BARBERRY
RSA	RUSSIAN SAGE
SW	SPIREA, 'ANTHONY WATERER'
RW	WHITE MEIDLAND ROSE
AG	'AUTUMN BRILLIANCE' SERVICEBERRY

EVERGREEN SHRUBS	COMMON NAME
JUA	ARCADIA JUNIPER
SCJ	SCANDIA JUNIPER

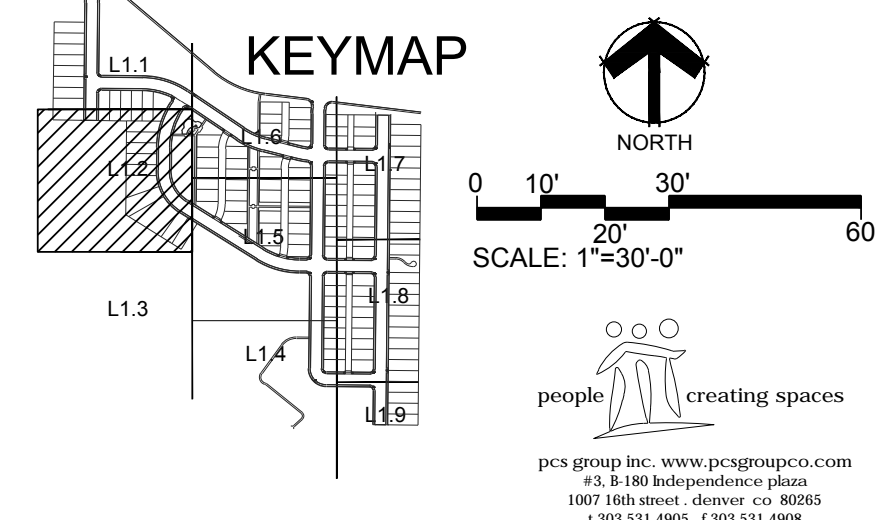
GRASSES	COMMON NAME
MSA	ADAGIO EULALIA GRASS
PMG	AUTUMN RED FLAME GRASS
BOG	BLUE OAT GRASS
DMG	DWARF MAIDEN GRASS
FRG	FEATHER REED GRASS
PG	FOUNTAIN GRASS
PH	HEAVY METAL SWITCH GRASS
MG	MISCANTHUS 'GOLD BAR'
PQG	PORCUPINE GRASS
RVG	RAVENNA GRASS

PERENNIALS	COMMON NAME
CJ	JUPITER'S BEARD
DAY	STELLA DE ORO DAYLILY

MULCH	COMMON NAME
[Symbol]	FIBAR MULCH
[Symbol]	ROCK MULCH, 1.5" - 3" DIA
[Symbol]	WOOD MULCH

SEED	COMMON NAME
[Symbol]	DRYLAND SEED MIX - NON-IRRIG
[Symbol]	WETLAND SEED MIX - NON-IRRIG

SOD	COMMON NAME
[Symbol]	IRRIG. TURF, 'ENVIROTURF'



518 17th Street
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Denver, CO 80202
www.ees.us.com
303-572-7997



FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 1 & 2
ADAMS COUNTY, CO 80030
LANDSCAPE PLAN

PROJECT NO: PHT004.01
DESIGNED BY: PCS GROUP
DRAWN BY: JI
DATE: 08/11/16

L1.2

SHEET-L1.2

SHEET-L1.5

SHEET-L1.4

PLANT / GROUNDCOVER LIST

DECIDUOUS TREES	COMMON NAME
HAC	COMMON HACKBERRY
DNM	DEBORAH MAPLE
ARM	FREEMAN MAPLE
GL	GREENSPIRE LITTLELEAF LINDEN
GI	IMPERIAL HONEYLOCUST
QR	RED OAK
RSM	RED SUNSET MAPLE
GS	SHADEMASTER LOCUST
QB	SWAMP WHITE OAK

EVERGREEN TREES	COMMON NAME
PN-6HT	AUSTRIAN BLACK PINE
PN-8HT	AUSTRIAN BLACK PINE
BP-8HT	BOSNIAN PINE
PCG-6HT	COMPACT UPRIGHT BOSNIAN PINE
VP-6HT	VANDERWOLF'S PYRAMID PINE
WBJ-6HT	WICHITA BLUE JUNIPER

ORNAMENTAL TREES	COMMON NAME
CCP	CAPITAL CALLERY PEAR
ACM	COMPACT AMUR MAPLE
CSM	CRIMSON SENTRY MAPLE

DECIDUOUS SHRUBS	COMMON NAME
BSP	COMMON BLUEBEARD SPIREA
CBB	COMPACT BURNING BUSH
CC	CORAL BEAUTY COTONEASTER
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RVG	RAVENNA GRASS

PERENNIALS	COMMON NAME
CJ	JUPITER'S BEARD
DAY	STELLA DE ORO DAYLILY

MULCH	COMMON NAME
[Symbol]	FIBAR MULCH
[Symbol]	ROCK MULCH, 1.5" - 3" DIA
[Symbol]	WOOD MULCH

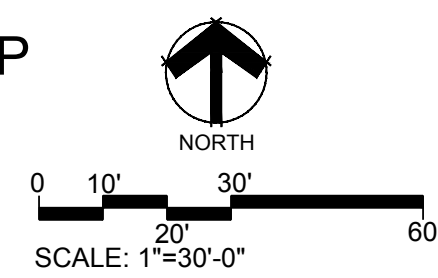
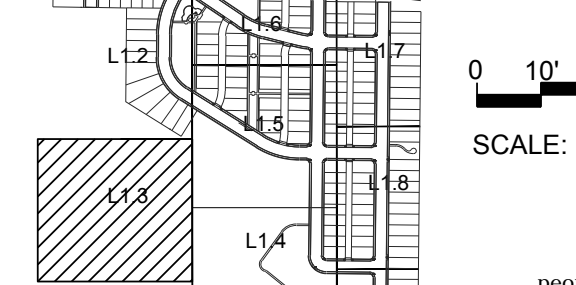
SEED	COMMON NAME
[Symbol]	DRYLAND SEED MIX - NON-IRRIG
[Symbol]	WETLAND SEED MIX - NON-IRRIG

SOD	COMMON NAME
[Symbol]	IRRIG. TURF, ENVIROTURF

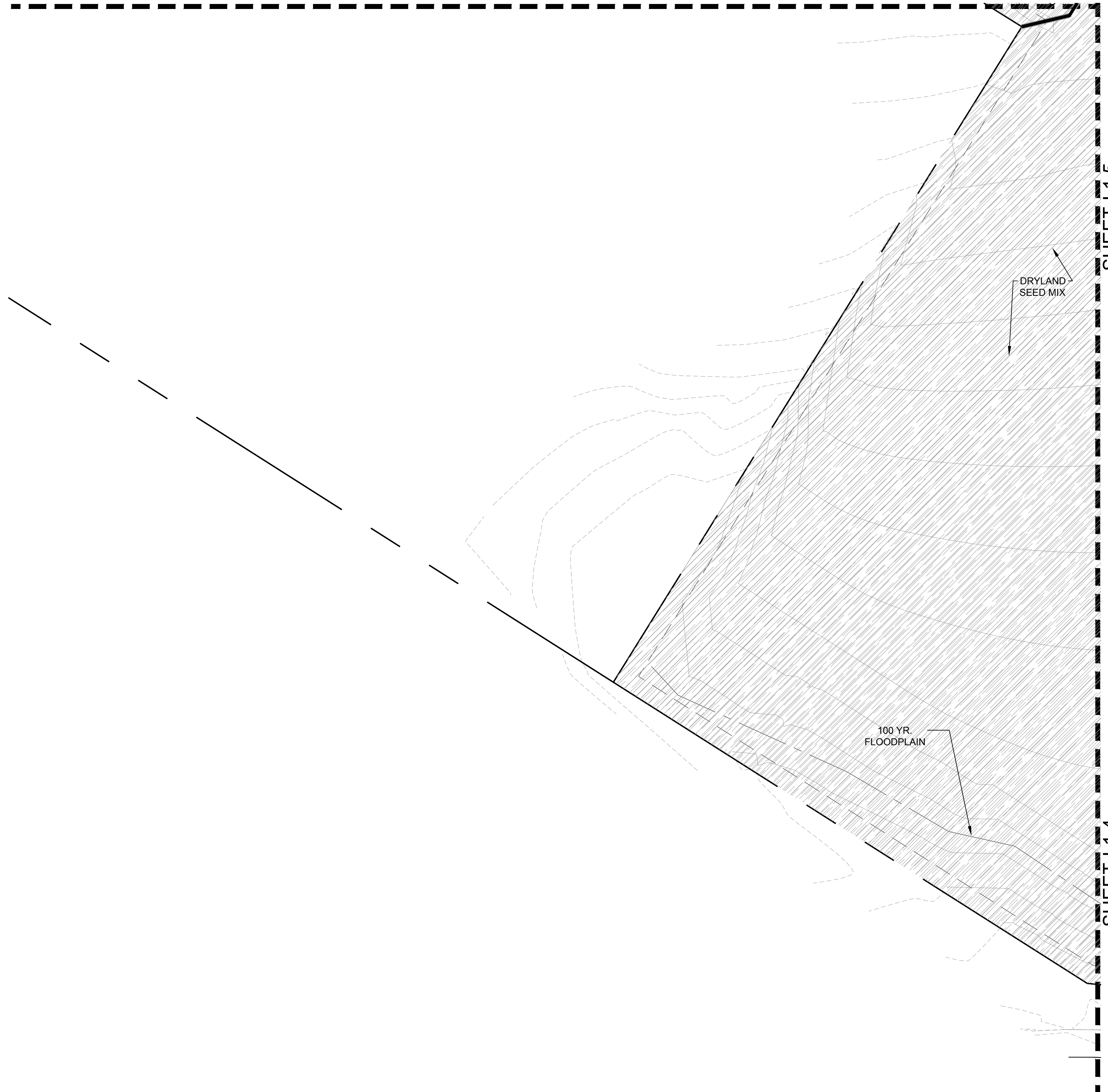
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[Symbol]	IRRIG. TURF, ENVIROTURF



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POMPONIO TERRACE FILINGS 1 & 2
 ADAMS COUNTY, CO 80030
LANDSCAPE PLAN

PROJECT NO: PHT004.01
 DESIGNED BY: PCS GROUP
 DRAWN BY: JI
 DATE: 08/11/16

L1.3

SHEET-L1.5

PLANT / GROUNDCOVER LIST

DECIDUOUS TREES	COMMON NAME
HAC	COMMON HACKBERRY
DNM	DEBORAH MAPLE
ARM	FREEMAN MAPLE
GL	GREENSPIRE LITTLELEAF LINDEN
GI	IMPERIAL HONEYLOCUST
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RSM	RED SUNSET MAPLE
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CCP	CAPITAL CALLERY PEAR
ACM	COMPACT AMUR MAPLE
CSM	CRIMSON SENTRY MAPLE

DECIDUOUS SHRUBS	COMMON NAME
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PERENNIALS	COMMON NAME
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[Symbol]	STELLA DE ORO DAYLILY

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[Symbol]	IRRIG. TURF, ENVIROTURF

PERENNIALS	COMMON NAME
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[Symbol]	IRRIG. TURF, ENVIROTURF

PERENNIALS	COMMON NAME
[Symbol]	JUPITER'S BEARD
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SOD	COMMON NAME
[Symbol]	IRRIG. TURF, ENVIROTURF

KEYMAP

SCALE: 1"=30'-0"

NORTH

0 10' 20' 30' 60'

people creating spaces

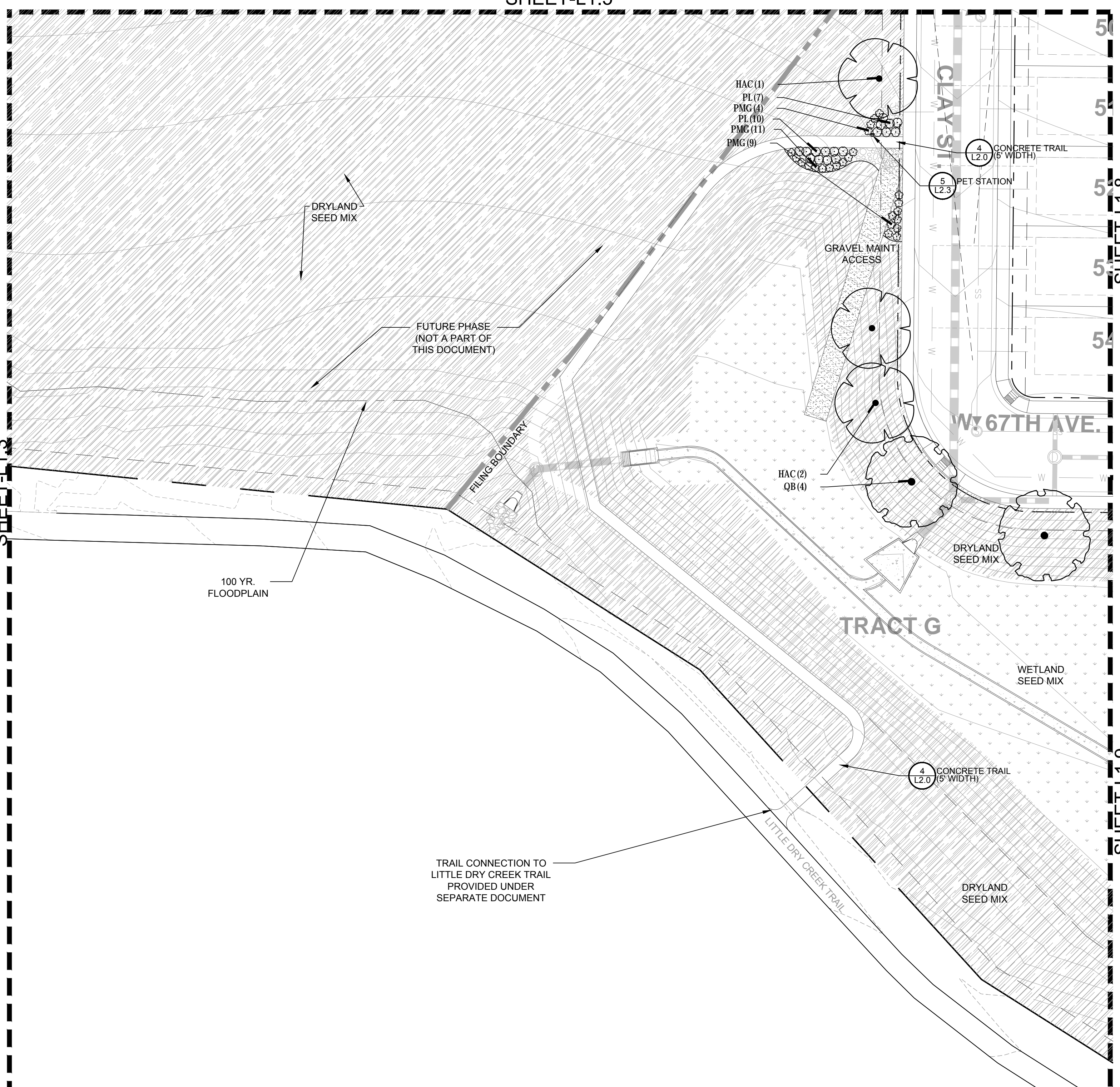
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SHEET-L1.3

SHEET-L1.8

SHEET-L1.9



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ENTITLEMENT AND
ENGINEERING SOLUTIONS, Inc.

Pomponio
TERRACE

FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 1 & 2

ADAMS COUNTY, CO 80030

LANDSCAPE PLAN

PROJECT NO: PHT004.01
DESIGNED BY: PCS GROUP
DRAWN BY: JI
DATE: 08/11/16

L1.4

PLANT / GROUNDCOVER LIST

DECIDUOUS TREES	COMMON NAME
HAC	COMMON HACKBERRY
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ARM	FREEMAN MAPLE
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[Symbol]	ROCK MULCH, 1.5" - 3" DIA
[Symbol]	WOOD MULCH

SEED	COMMON NAME
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[Symbol]	WETLAND SEED MIX - NON-IRRIG

SOD	COMMON NAME
[Symbol]	IRRIG. TURF, ENVIROTURF

PERENNIALS	COMMON NAME
[Symbol]	JUPITER'S BEARD
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MULCH	COMMON NAME
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PERENNIALS	COMMON NAME
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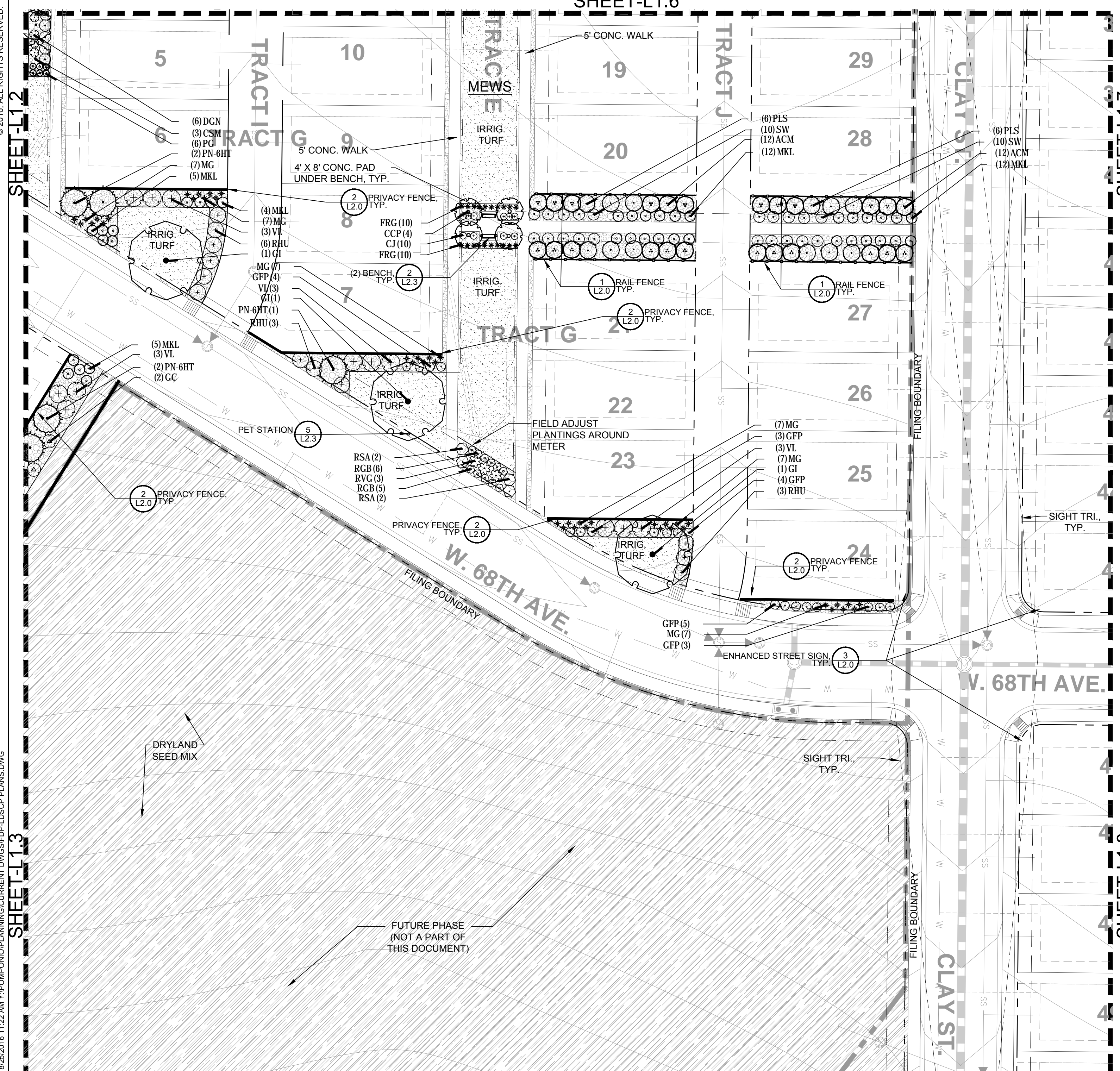
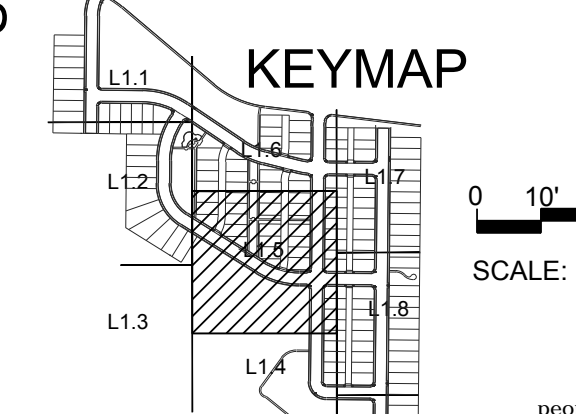
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SHEET-L1.2

SHEET-L1.3

SHEET-L1.6

SHEET-L1.7

SHEET-L1.8

SHEET-L1.4

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LANDSCAPE PLAN

PROJECT NO: PHT004.01
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L1.5

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1007 14th street, denver co 80202
t 303.531.4905 f 303.531.4908

PLANT / GROUNDCOVER LIST

DECIDUOUS TREES	COMMON NAME
HAC	COMMON HACKBERRY
DNM	DEBORAH MAPLE
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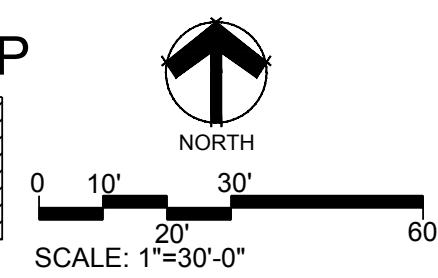
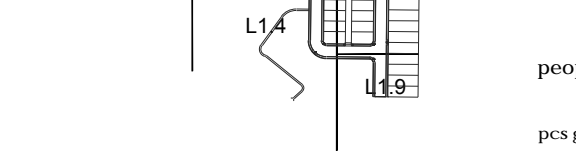
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[Symbol]	WETLAND SEED MIX - NON-IRRIG

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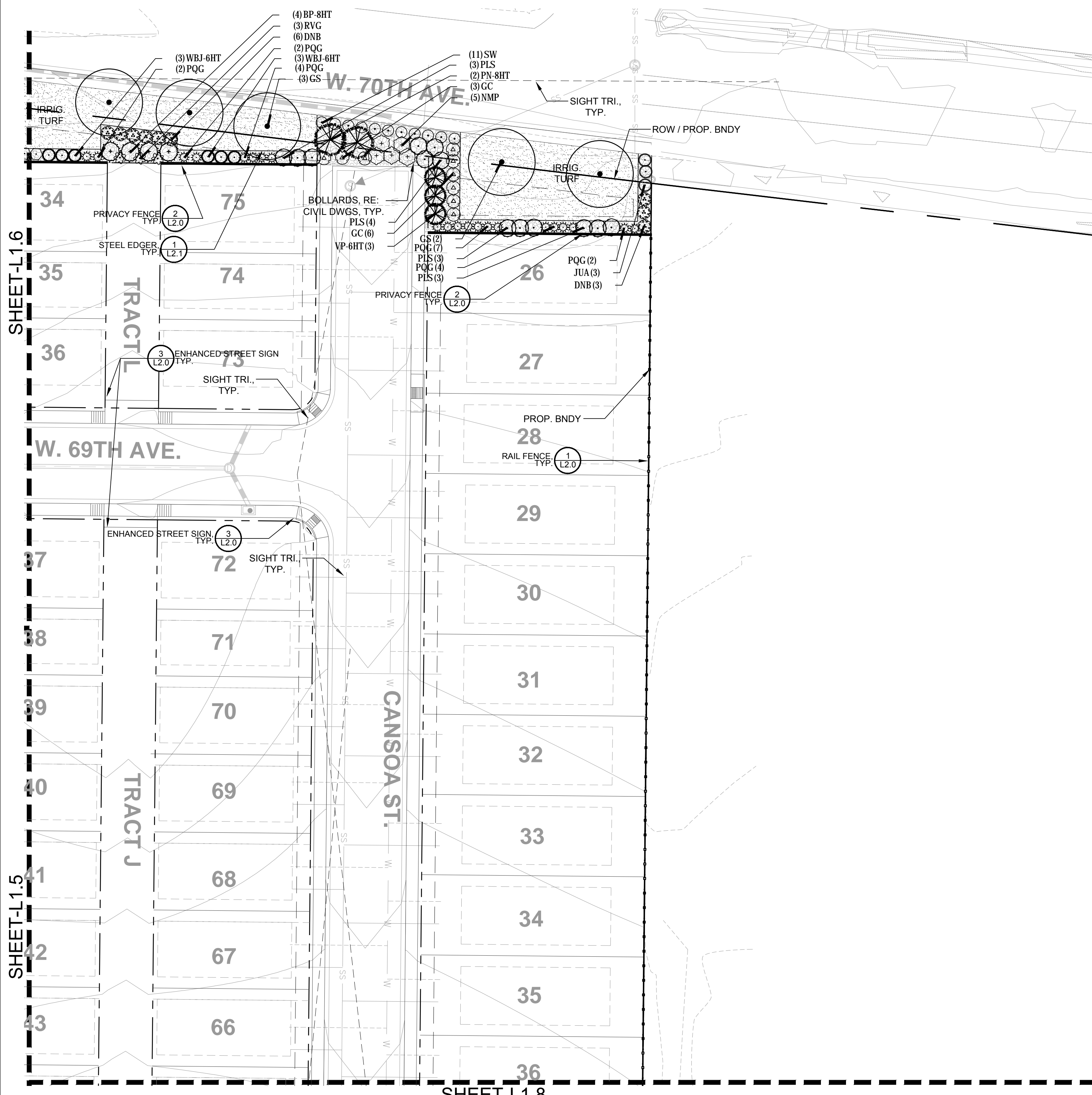
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people creating spaces

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SHEET-L1.6

SHEET-L1.5

SHEET-L1.8

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LANDSCAPE PLAN

PROJECT NO: PHT004.01

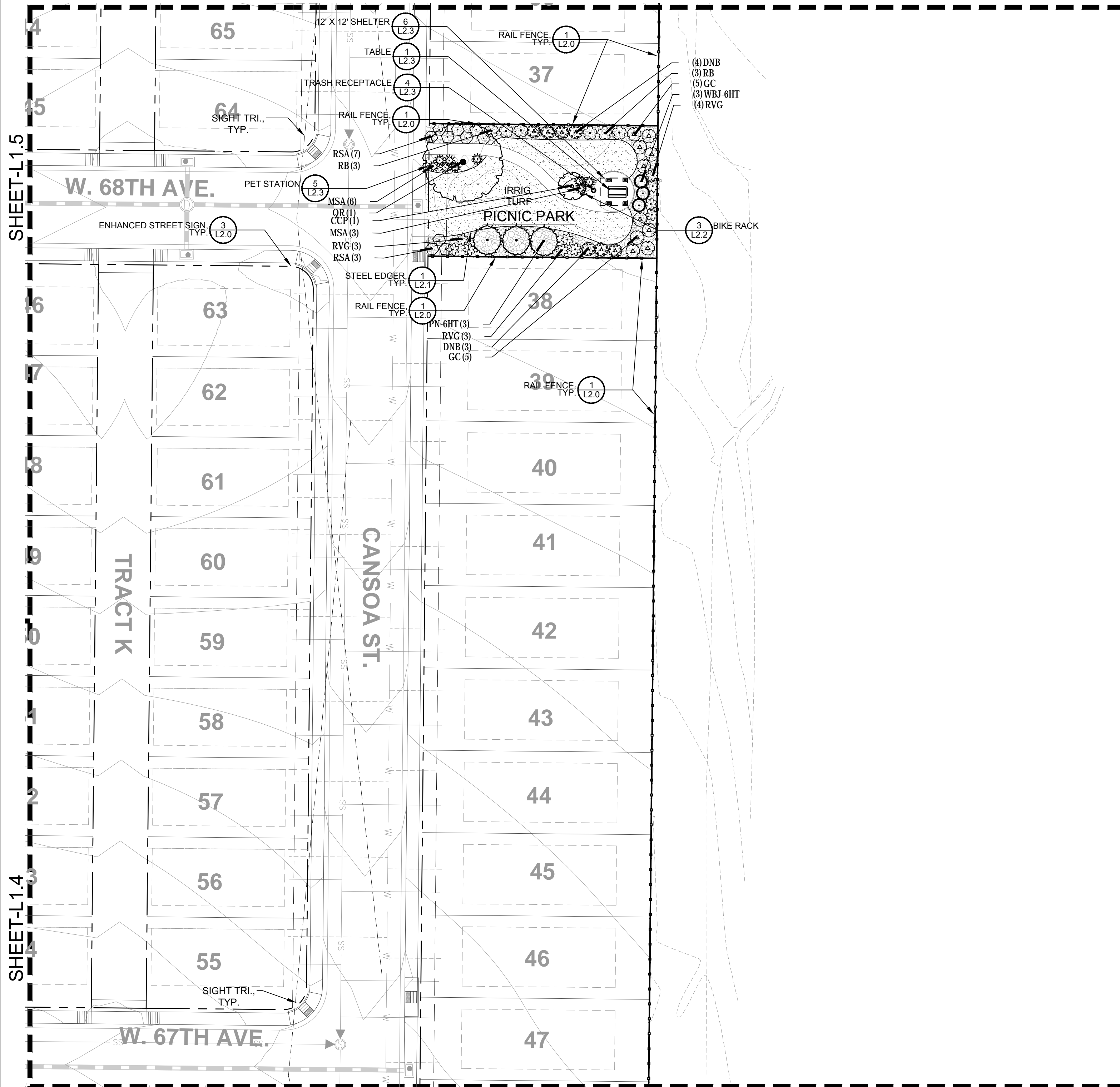
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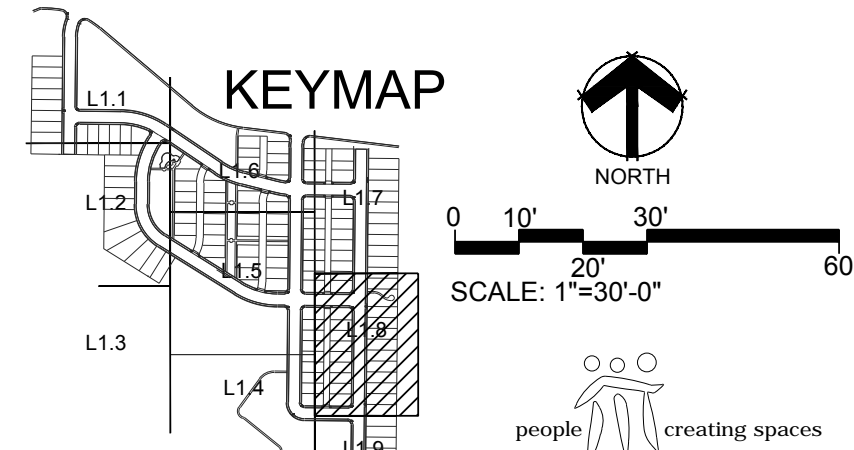
L1.7

SHEET-L1.7



PLANT / GROUNDCOVER LIST

- | | |
|-------------------------|----------------------------------|
| DECIDUOUS TREES | COMMON NAME |
| HAC | COMMON HACKBERRY |
| DNM | DEBORAH MAPLE |
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| GL | GREENSPIRE LITTLELEAF LINDEN |
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| EVERGREEN SHRUBS | COMMON NAME |
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| GRASSES | COMMON NAME |
| MSA | ADAGIO EULALIA GRASS |
| PMG | AUTUMN RED FLAME GRASS |
| BOG | BLUE OAT GRASS |
| DMG | DWARF MAIDEN GRASS |
| FRG | FEATHER REED GRASS |
| PG | FOUNTAIN GRASS |
| PH | HEAVY METAL SWITCH GRASS |
| MG | MISCANTHUS 'GOLD BAR' |
| PQG | PORCUPINE GRASS |
| RVG | RAVENNA GRASS |
| PERENNIALS | COMMON NAME |
| CJ | JUPITER'S BEARD |
| DAY | STELLA DE ORO DAYLILY |
| MULCH | COMMON NAME |
| [Symbol] | FIBAR MULCH |
| [Symbol] | ROCK MULCH, 1.5" - 3" DIA |
| [Symbol] | WOOD MULCH |
| SEED | COMMON NAME |
| [Symbol] | DRYLAND SEED MIX - NON-IRRIG |
| [Symbol] | WETLAND SEED MIX - NON-IRRIG |
| SOD | COMMON NAME |
| [Symbol] | IRRIG. TURF, ENVIROTURF |



518 17th Street Suite 1575 Denver, CO 80202 www.ees.us.com 303-572-7997

EES ENTITLEMENT AND ENGINEERING SOLUTIONS, Inc.

Pomponio TERRACE

FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 1 & 2

ADAMS COUNTY, CO 80030

LANDSCAPE PLAN

PROJECT NO: PHT004.01
 DESIGNED BY: PCS GROUP
 DRAWN BY: JI
 DATE: 08/11/16

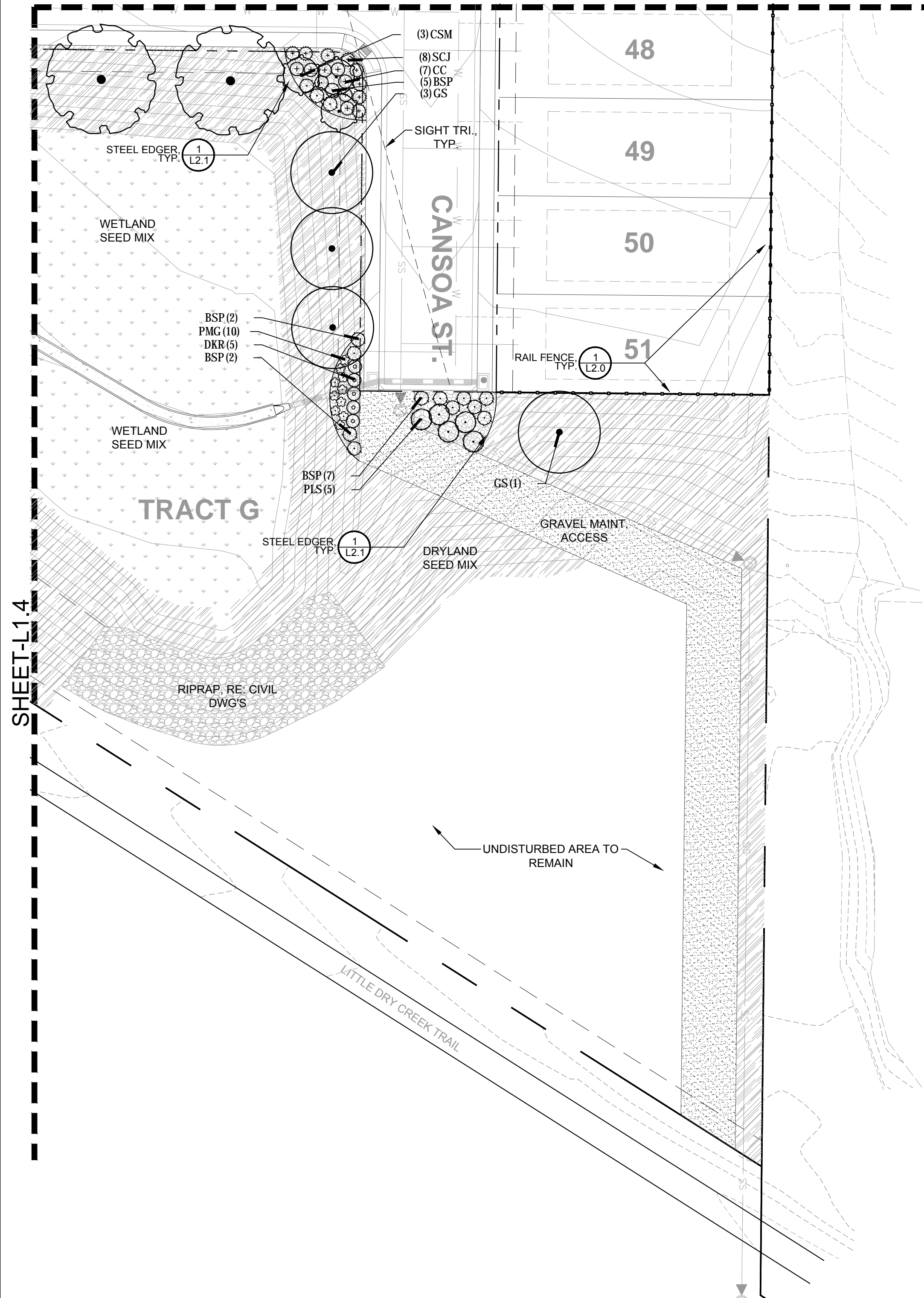
L1.8

pcs group inc. www.pcsgruopco.com
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SHEET-L1.8



PLANT / GROUNDCOVER LIST

DECIDUOUS TREES	COMMON NAME
HAC	COMMON HACKBERRY
DNM	DEBORAH MAPLE
ARM	FREEMAN MAPLE
GL	GREENSPIRE LITTLELEAF LINDEN
GI	IMPERIAL HONEYLOCUST
QR	RED OAK
RSM	RED SUNSET MAPLE
GS	SHADEMASTER LOCUST
QB	SWAMP WHITE OAK

EVERGREEN TREES	COMMON NAME
PN-6HT	AUSTRIAN BLACK PINE
PN-8HT	AUSTRIAN BLACK PINE
BP-8HT	BOSNIAN PINE
PCG-6HT	COMPACT UPRIGHT BOSNIAN PINE
VP-6HT	VANDERWOLF'S PYRAMID PINE
WBJ-6HT	WICHITA BLUE JUNIPER

ORNAMENTAL TREES	COMMON NAME
CCP	CAPITAL CALLERY PEAR
ACM	COMPACT AMUR MAPLE
CSM	CRIMSON SENTRY MAPLE

DECIDUOUS SHRUBS	COMMON NAME
BSP	COMMON BLUEBEARD SPIREA
CBB	COMPACT BURNING BUSH
CC	CORAL BEAUTY COTONEASTER
DNB	DIABLO NINEBARK
PL	DWARF NINEBARK
FMR	FIRE MEIDLAND ROSE
GC	GOLDEN CURRANT
GFP	GOLDFINGER POTENTILLA
RHU	GRO-LOW FRAGRANT SUMAC
KV	KOREAN SPICE VIBURNUM
MKL	MISS KIM LILAC
VL	MOHICAN WAYFARING TREE
NMP	NEW MEXICO PRIVET
DGN	NINEBARK, 'DART'S GOLD'
PLS	PURPLE LEAF SAND CHERRY
RB	RABBITBRUSH
DKR	ROSE, 'DOUBLE KNOCKOUT'
RGB	ROSY GLOW BARBERRY
RSA	RUSSIAN SAGE
SW	SPIREA, 'ANTHONY WATERER'
RW	WHITE MEIDLAND ROSE
AG	'AUTUMN BRILLIANCE' SERVICEBERRY

EVERGREEN SHRUBS	COMMON NAME
JUA	ARCADIA JUNIPER
SCJ	SCANDIA JUNIPER

GRASSES	COMMON NAME
MSA	ADAGIO EULALIA GRASS
PMG	AUTUMN RED FLAME GRASS
BOG	BLUE OAT GRASS
DMG	DWARF MAIDEN GRASS
FRG	FEATHER REED GRASS
PG	FOUNTAIN GRASS
PH	HEAVY METAL SWITCH GRASS
MG	MISCANTHUS 'GOLD BAR'
PQG	PORCUPINE GRASS
RVG	RAVENNA GRASS

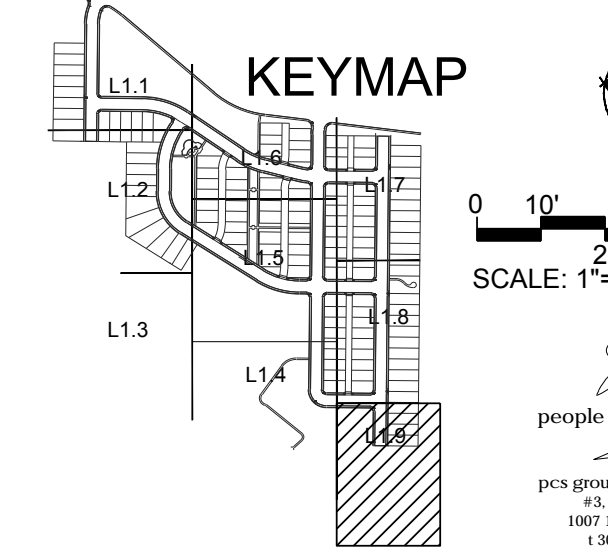
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SOD	COMMON NAME
[Symbol]	IRRIG. TURF, ENVIROTURF



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FINAL DEVELOPMENT PLAN
POMPONIO TERRACE FILINGS 1 & 2
ADAMS COUNTY, CO 80030
LANDSCAPE PLAN

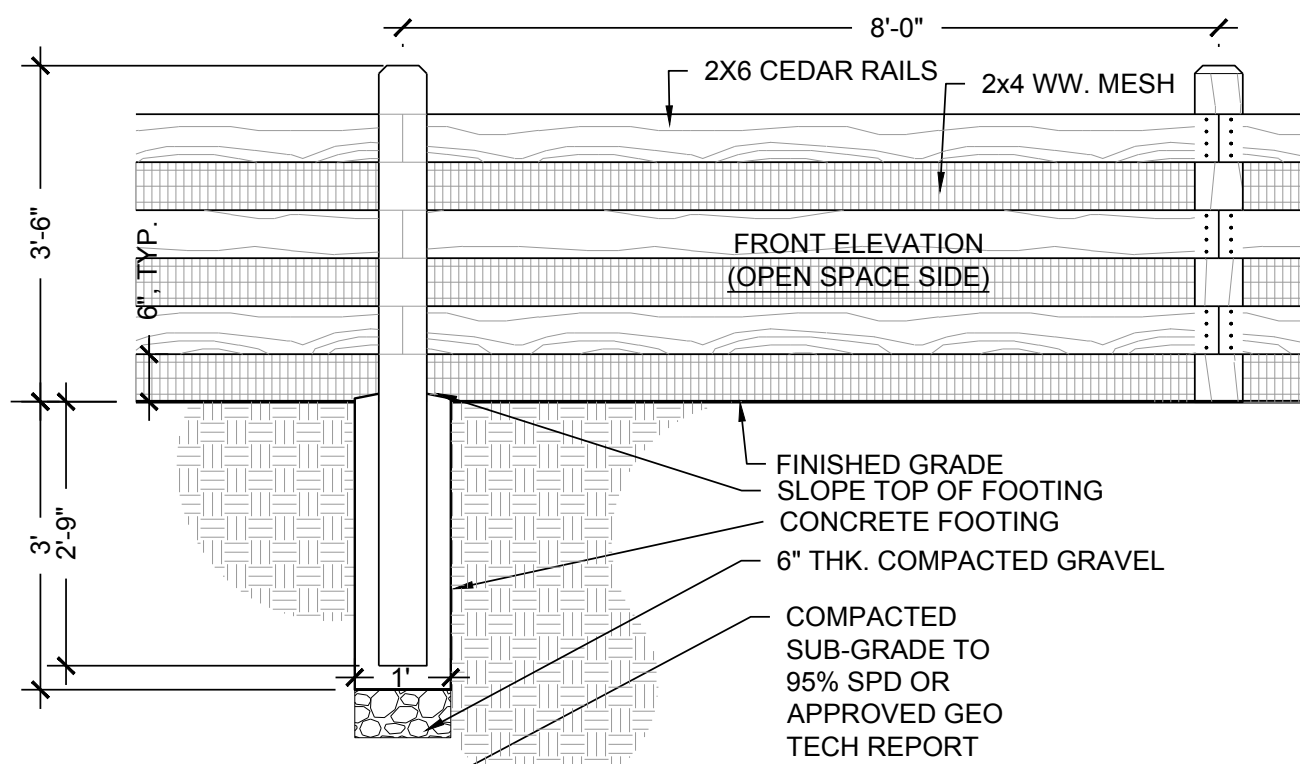
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DESIGNED BY: PCS GROUP
DRAWN BY: JI
DATE: 08/11/16

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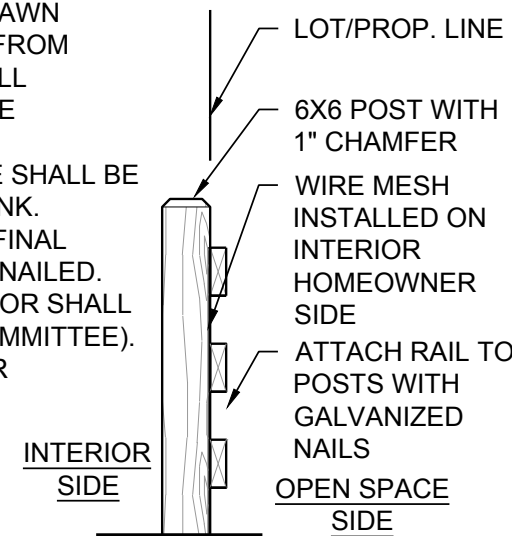
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NOTES:

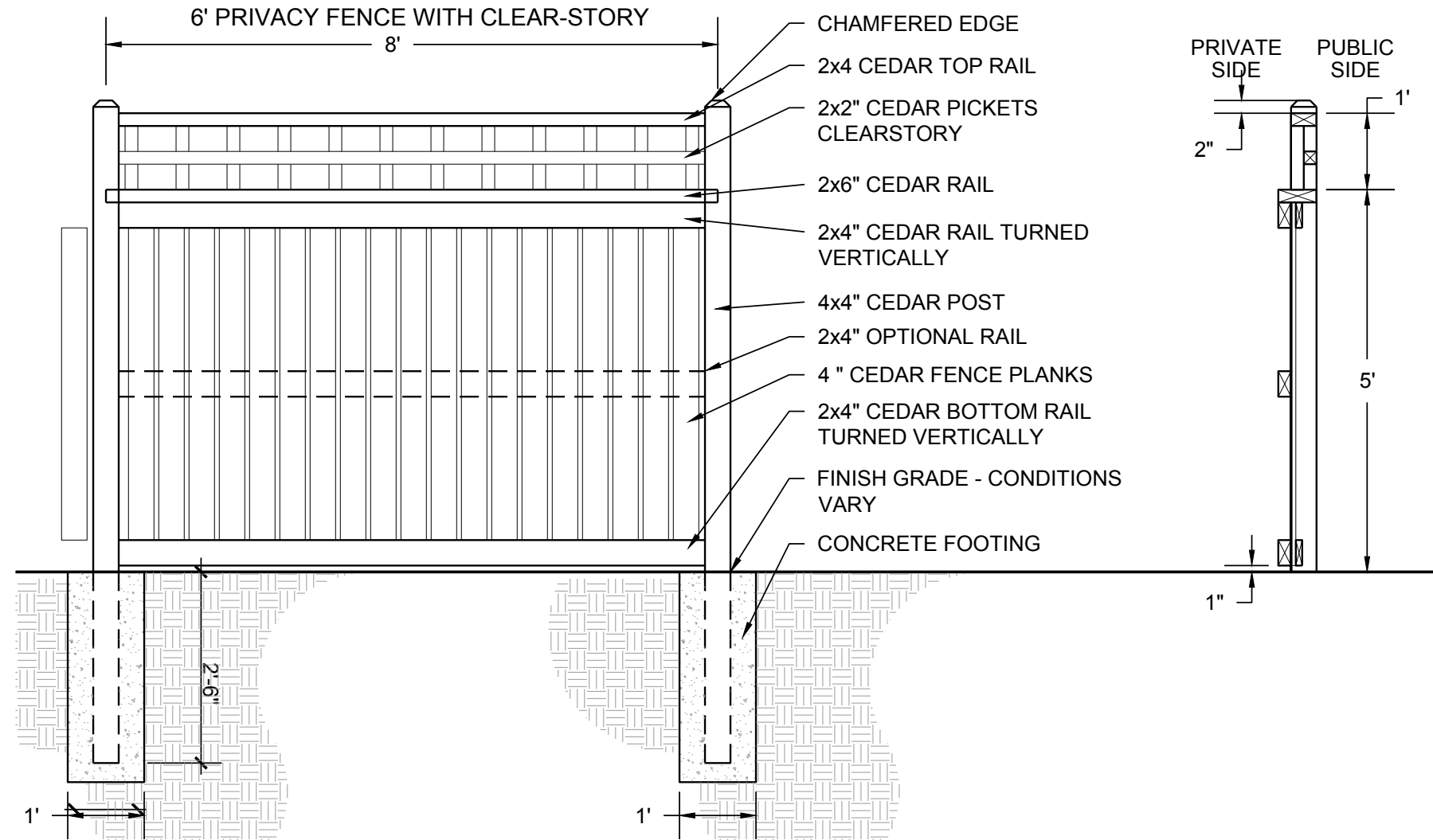
1. ALL LUMBER SHALL BE NO. 1 SELECT, ROUGH SAWN CEDAR AND SHALL BE SOLID, STRAIGHT, FREE FROM KNOTS, SPLITS, SHAKES OR DISCOLORATION. ALL CHAMFERED EDGES & ROUTED AREAS SHALL BE UNIFORM AND FROM FROM SAW MARKS.
2. ALL NAILS, FASTENERS AND OTHER HARDWARE SHALL BE HOT DIPPED GALVANIZED. NAILS SHALL BE SHANK.
3. POSTS SHALL BE SECURELY BRACED IN THEIR FINAL POSITION A MIN. 24 HRS. BEFORE BOARDS ARE NAILED.
4. ALL EXPOSED LUMBER SHALL BE STAINED. COLOR SHALL BE APPROVED BY HOA (OR ARCH. CONTROL COMMITTEE). CONTRACTOR TO SUBMIT COLOR SAMPLES FOR APPROVAL.



1 RAIL FENCE

NOT TO SCALE

- NOTES:
1. ALL WOOD TO BE CEDAR, OR APPROVED MATERIAL FROM THE LANDSCAPE ARCHITECT, OWNER, OR OWNERS REP.
 2. WOOD TO BE WEATHER AND ROT RESISTANT
 3. PAINT OR STAIN TO BE DIAMOND VOGEL PAINTS - EXTERIOR STAIN - WELLINGTON BEIGE GS203



2 PRIVACY FENCE

NOT TO SCALE



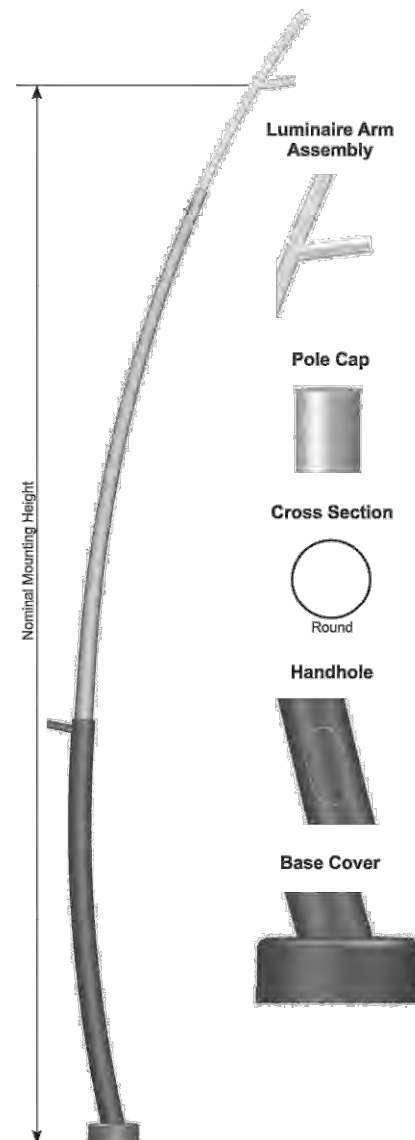
ROUND TAPERED ALUMINUM Idlyline Curve

Job Name: _____ Client Name: _____
 Job Location - City: _____ State: _____ Created By: _____ Date: _____
 Product: _____ Quote: _____ Customer Approval: _____ Date: _____

SPECIFICATIONS

- Pole** - The pole shaft is spun from seamless alloy aluminum.
- Luminaire Arm Assembly** - Provided with 2.38" OD tenons for slip fit luminaires. Poles available with (as shown) or without the mid-level luminaire mounting arrangement.
- Handhole** - A covered handhole and grounding provision with hardware is provided.
- Base Cover** - The Dart clamshell base cover is cast from high quality aluminum.
- Anchor Bolts** - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.
- Finish** - The standard finish for the final pole assembly and components is polyester powder applied coating in accordance with Valmont's Specifications. Additional finish options available upon request.
- Design Criteria** - Please reference Design Criteria Specification for appropriate design conditions.

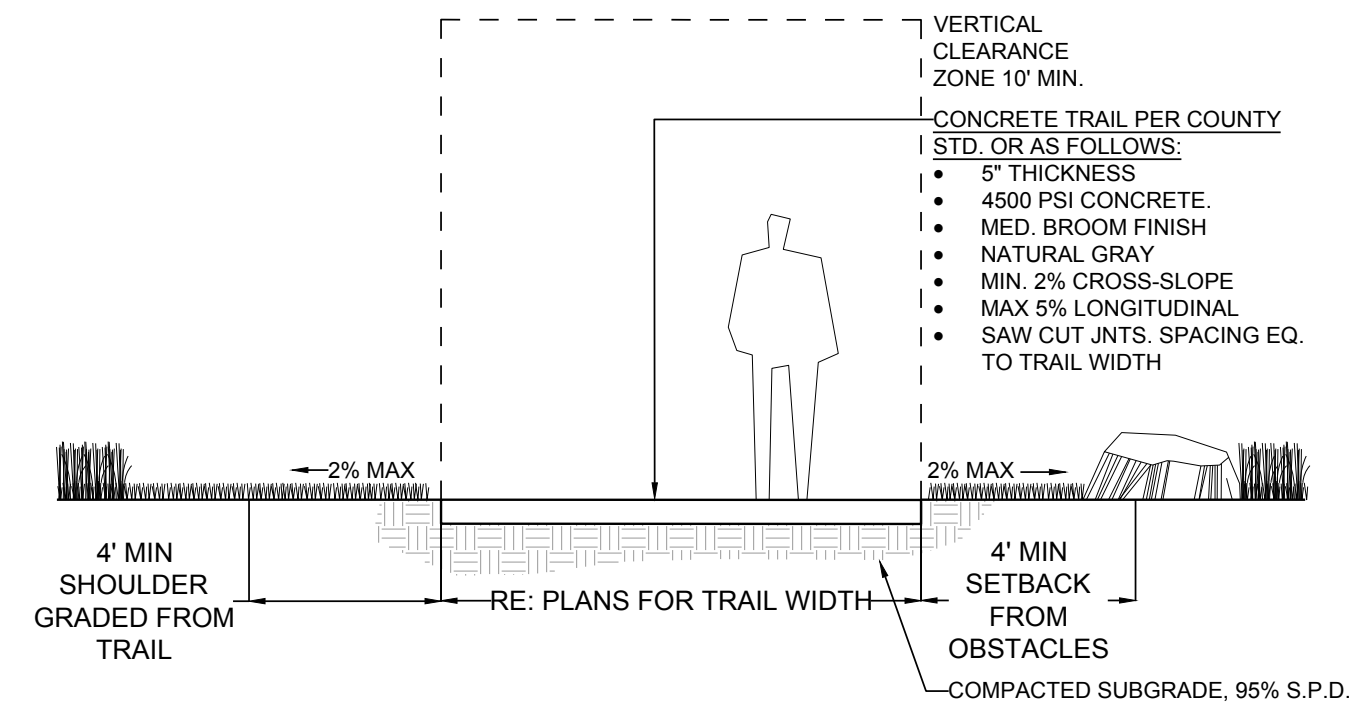
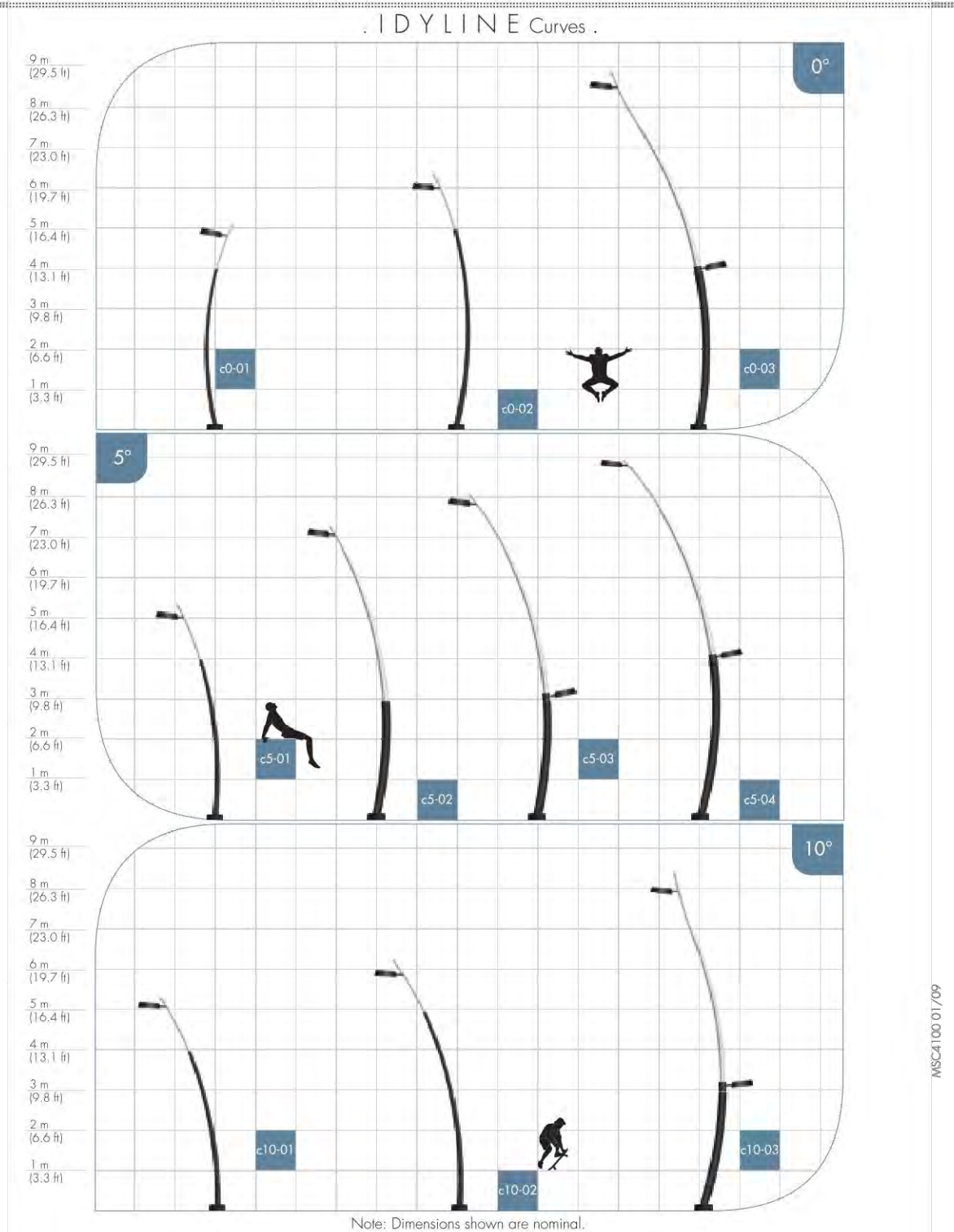
- NOTES:
1. LIGHT POLES ARE SHOWN TO ILLUSTRATE DESIGN INTENT AND ARE SUBJECT TO CHANGE PENDING COUNTY APPROVAL AND PERMITTING.



3 STREET LIGHT

NOT TO SCALE

Model Selection Guide



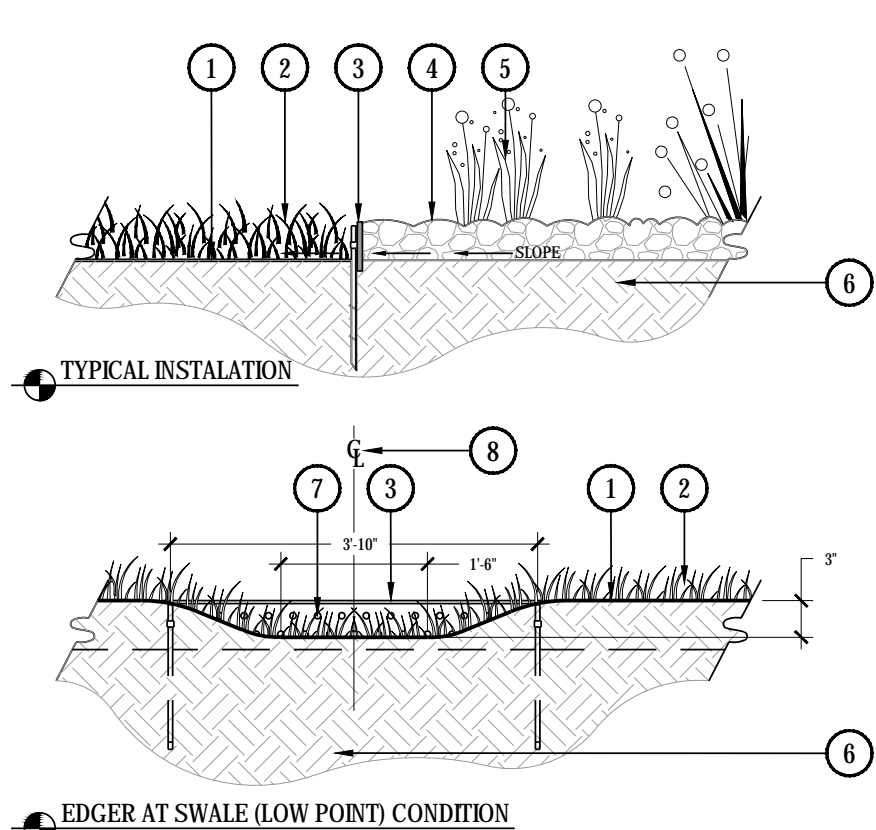
4 CONCRETE TRAIL

NOT TO SCALE

DESIGN IS TYPICAL. SPECIFIED EQUIPMENT AND MATERIALS MAY BE SUBJECT TO CHANGE.

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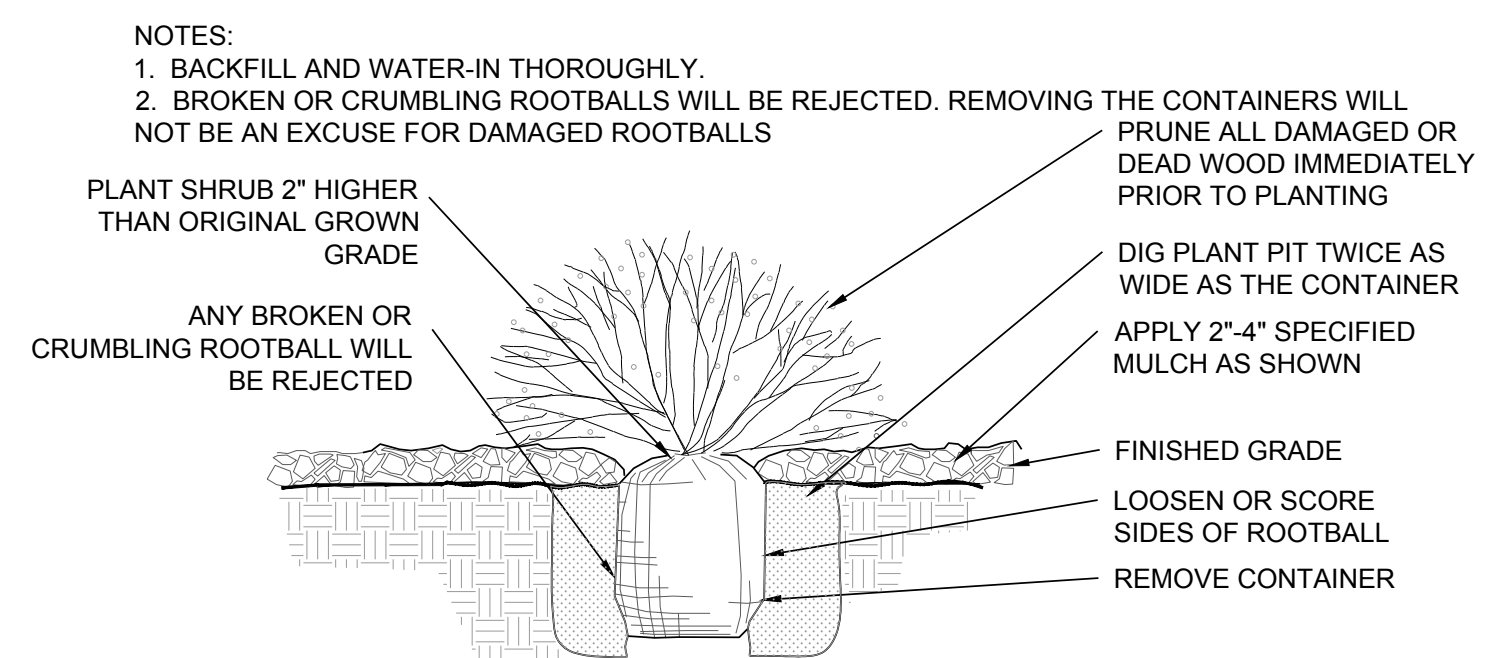
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- 1 FINISH GRADE PER CIVIL OR GRADING PLANS
- 2 TURF OR UPLAND GRASSES
- 3 PERFORATED METAL EDGER-INSTALL PER MANUFACTURERS RECOMMENDATIONS (STAKES SHALL BE TOWARDS MULCH)
- 4 MULCH
- 5 PLANT MATERIAL (RE: PLANS)
- 6 SUBGRADE-MINIMUM 2% SLOPE TO ACHIEVE POSITIVE DRAINAGE PER CIVIL OR GRADING PLANS
- 7 PERFORATED EDGER ALONG LOW SEGMENT. PERFORATIONS SHALL BE EQUALLY SPACED IN A PATTERN AND SIZE TO ALLOW FREE DRAINAGE THROUGH EDGER. STANDING WATER SHALL DRAIN WITHIN 8 HOURS FOLLOWING AN EVENT.
- 8 DRAINAGE SWALE PER CIVIL OR GRADING PLANS

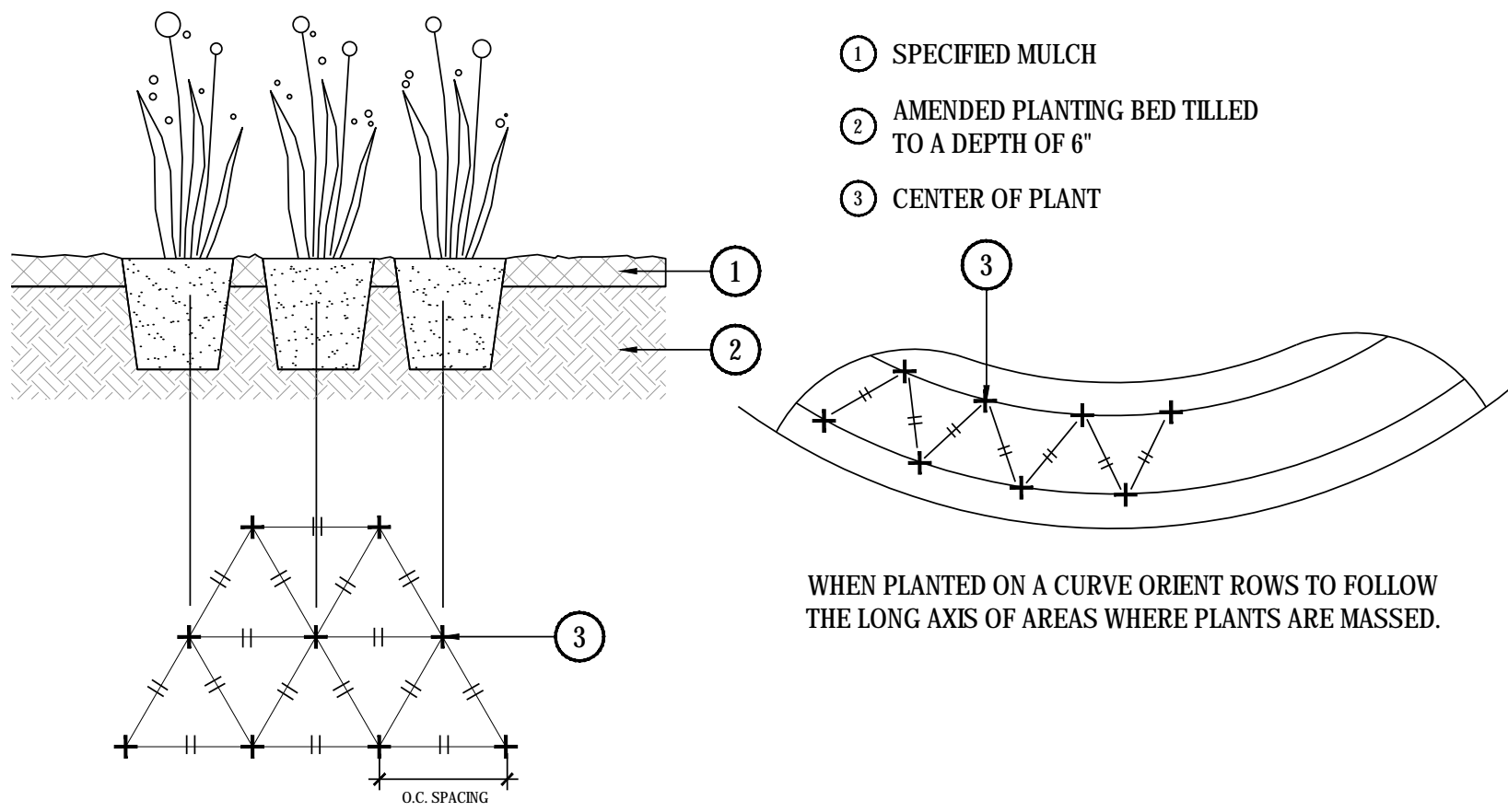
1 STEEL EDGER

NOT TO SCALE



2 SHRUB PLANTING

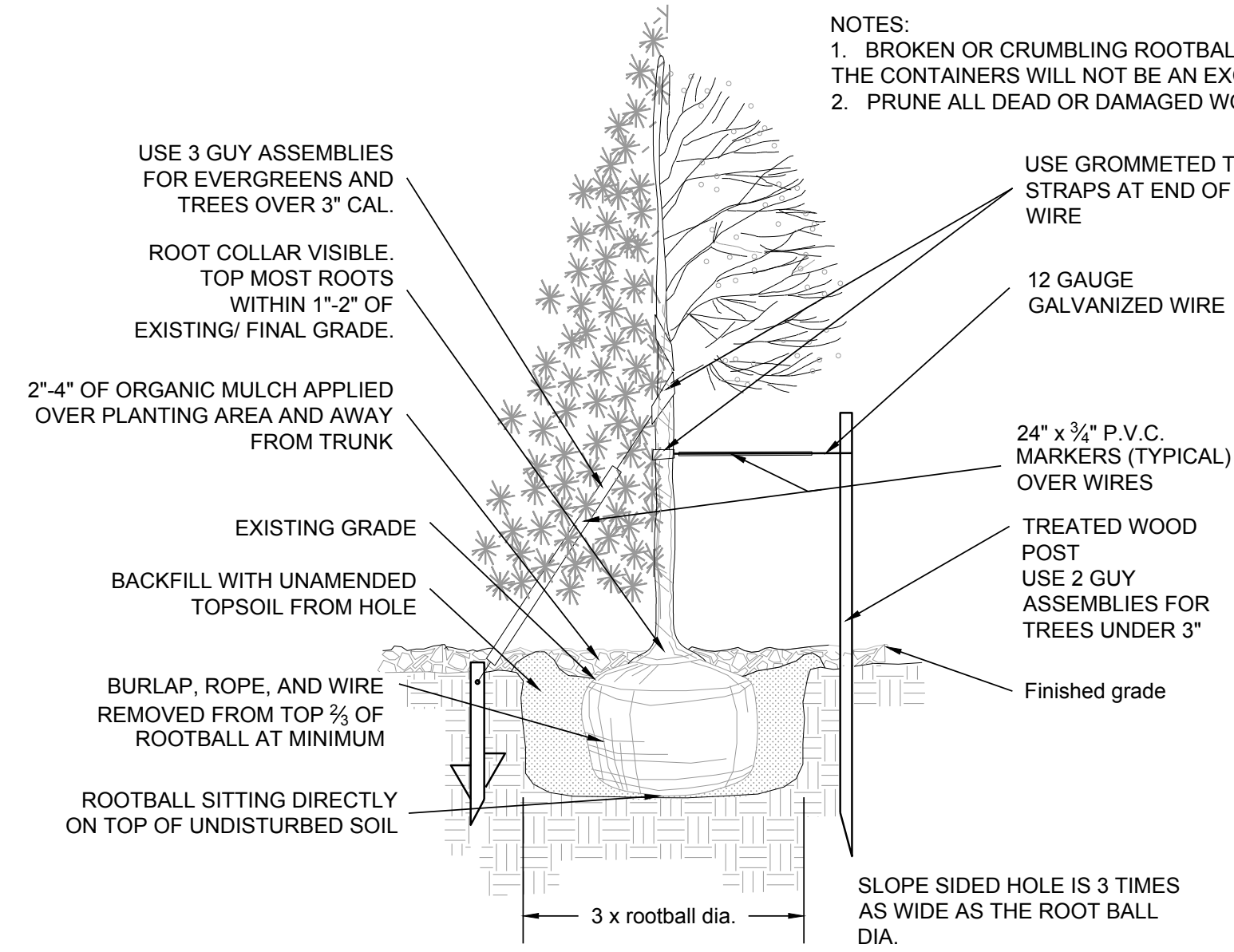
NOT TO SCALE



- 1 SPECIFIED MULCH
- 2 AMENDED PLANTING BED TILLED TO A DEPTH OF 6"
- 3 CENTER OF PLANT

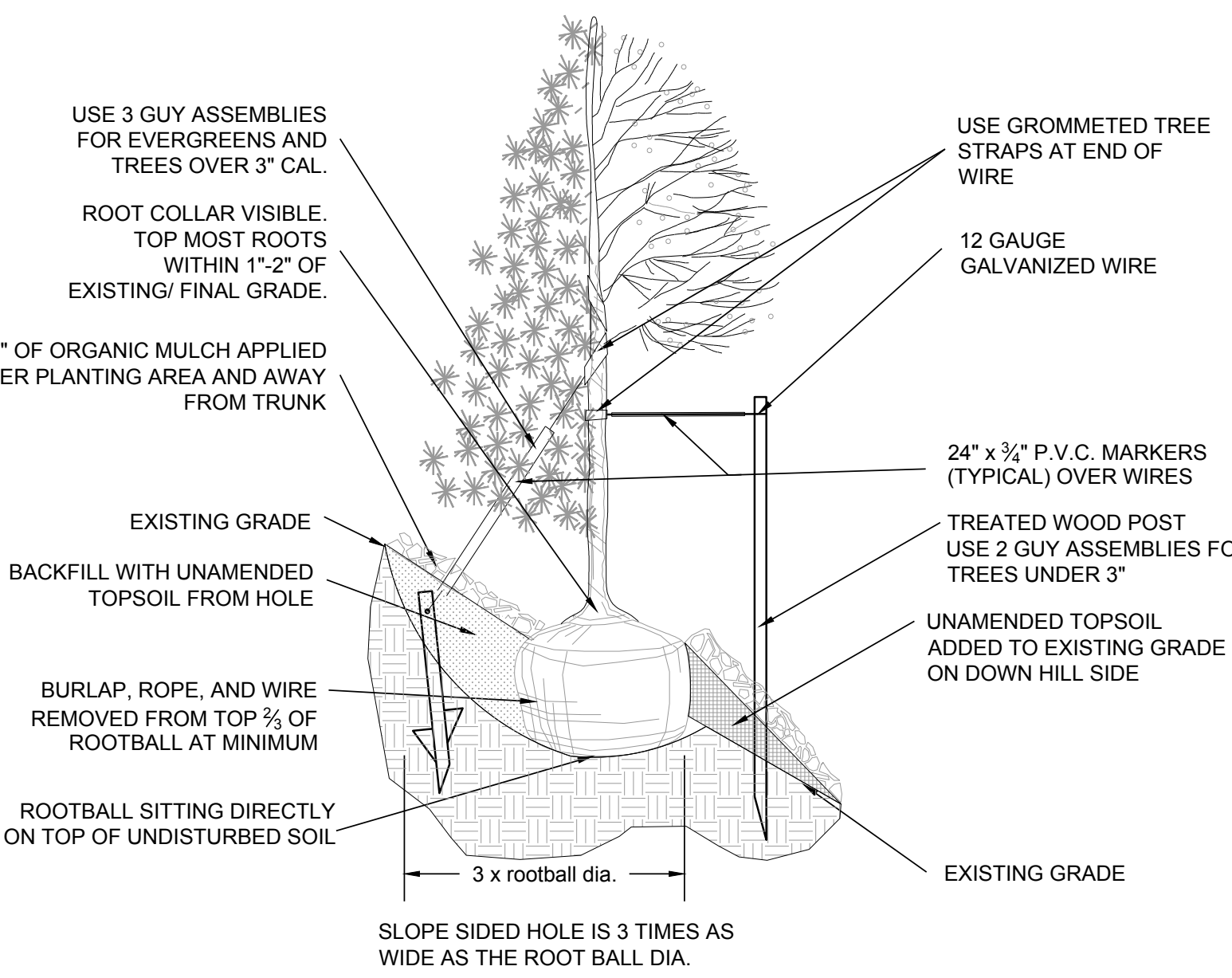
3 PERENNIAL PLANTING

NOT TO SCALE



- NOTES:
- BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS.
 - PRUNE ALL DEAD OR DAMAGED WOOD AFTER PLANTING.

- NOTES:
- ALL WORK TO BE DONE AT TIME OF PLANTING
 - PEEL BACK ONLY TOP OF BURLAP REQUIRED TO PERFORM WORK. REPLACE BURLAP BEFORE MOVING TREE INTO PLANTING PIT. DO NOT REMOVE WIRE BASKET UNTIL INSIDE PLANTING PIT.
 - MEASURE NEW HEIGHT OF ROOTBALL AND DIG PLANTING PIT SO FINAL TOP ROOTBALL GRADE IS 3" ABOVE FINAL GRADE SURROUNDING BALL.
 - EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND NO DEEPER THAN THE DISTANCE FROM THE TOP MOST ROOTS IN THE ROOT BALL TO THE BOTTOM OF THE ROOT BALL TO ALLOW FOR SETTLING. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES, BUT DO SCORE THE SIDES OF THE PLANTING HOLE. THE PLANTING AREA SHALL BE LOOSEND AND AERATED AT LEAST THREE TIMES THE DIAMETER OF THE ROOT BALL. BACKFILL SHALL CONSIST OF EXISTING SITE TOPSOIL - NO AMENDMENTS SHALL BE USED UNLESS OTHERWISE SPECIFIED.
 - TREES SHALL BE PLANTED WITH THE ROOT COLLAR/FLARE VISIBLE ABOVE GRADE AND TWO OR MORE STRUCTURAL ROOTS LOCATED WITHIN THE TOP 1" TO 2" OF THE ROOT BALL/FINISHED GRADE MEASURED 3" TO 4" FROM TRUNK. THIS INCLUDES TREES THAT ARE SET ON SLOPES (SEE SLOPE PLANTING DETAIL). TREES THAT DO NOT HAVE A VISIBLE ROOT COLLAR SHALL BE REJECTED. DO NOT COVER THE ROOT BALL WITH SOIL.
 - WHEN ROOT BALL WILL REMAIN INTACT, CUT OFF BOTTOM 1/4 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF REMAINDER OF BASKET AFTER TREE IS SET IN HOLE, REMOVE BASKET COMPLETELY. AT A MINIMUM, THE TOP 2/3 OF THE BURLAP AND BASKET SHALL BE REMOVED FROM THE ROOT BALL ON ALL TREES. REMOVE ALL NYLON TIES, TWINE, ROPE AND BURLAP. REMOVE UNNECESSARY PACKING MATERIAL.
 - FORM SOIL INTO A 3" TO 5" TALL WATERING RING (SAUCER) AROUND PLANTING AREA. THIS IS NOT NECESSARY IN IRRIGATED TURF AREAS. APPLY 2" TO 4" DEPTH OF SPECIFIED MULCH OVER PLANTING AREA AND INSIDE SAUCERS, AWAY FROM TRUNK.
 - STAKING AND GUYING OF TREES IS OPTIONAL IN MOST PLANTING SITUATIONS. IN AREAS OF EXTREME WINDS OR ON STEEP SLOPES, STAKING MAY BE REQUIRED TO STABILIZE TREES. STAKING AND GUYING MUST BE REMOVED WITHIN 1 YEAR OF PLANTING DATE.
 - TREE WRAP IS NOT TO BE USED ON ANY NEW PLANTINGS, EXCEPT IN LATE FALL PLANTING SITUATIONS AND ONLY THEN AFTER CONSULTATION WITH THE TOWN ARBORIST.
 - RESETTING OF IMPROPERLY PLANTED TREES WILL ONLY BE ALLOWED IF IT IS DETERMINED THAT DOING SO WILL IN NO WAY COMPROMISE THE ROOT BALL, AND SHALL ONLY BE DONE WITH APPROVAL OF THE TOWN ARBORIST.



4 TREE PLANTING

NOT TO SCALE

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FINAL DEVELOPMENT PLAN

POMPONIO TERRACE FILINGS 1 & 2

ADAMS COUNTY, CO 80030

SITE & LANDSCAPE DETAILS

PROJECT NO: PHT004.01
DESIGNED BY: PCS GROUP
DRAWN BY: JI
DATE: 08/11/16

L2.1

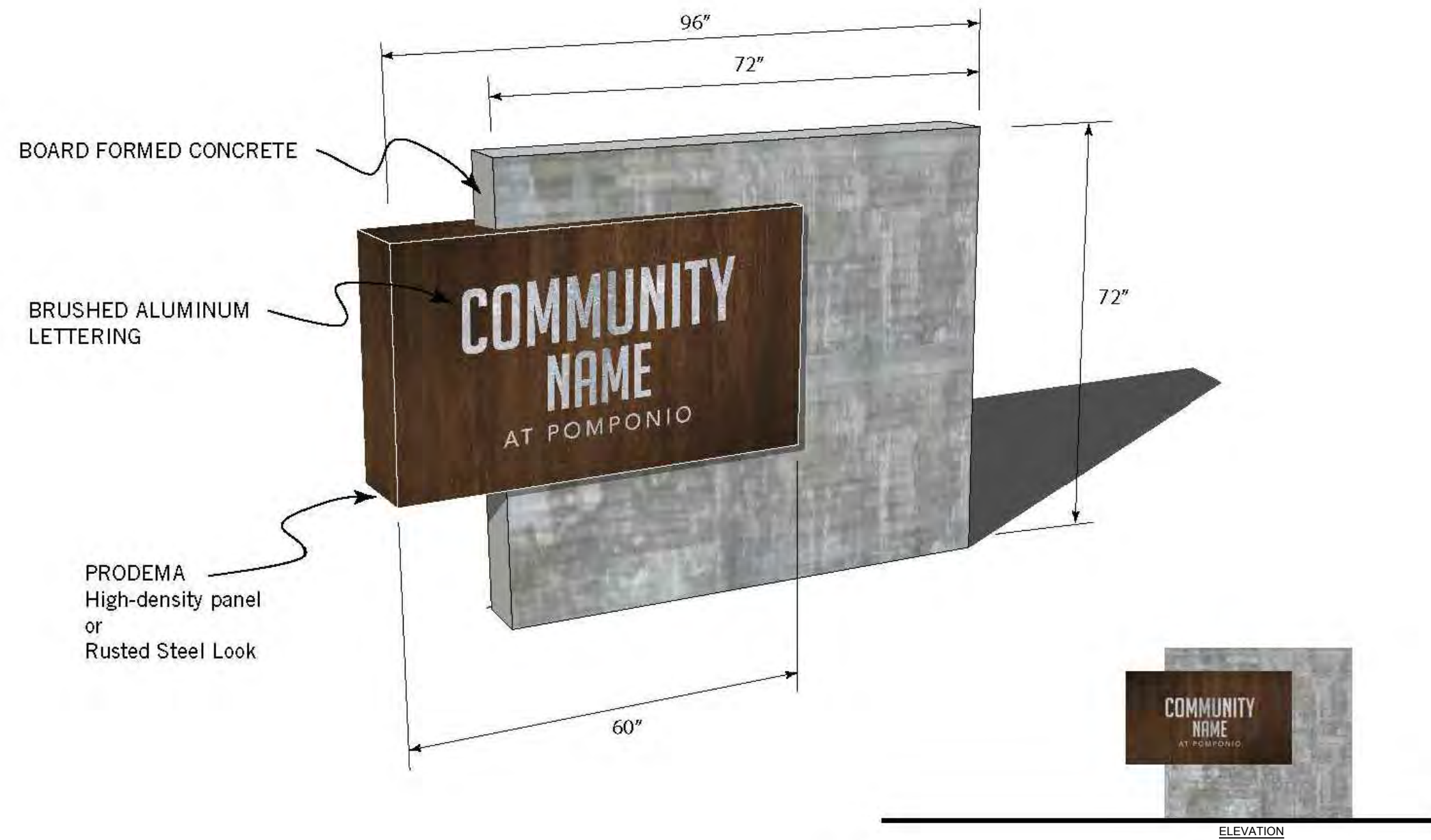
SIGNAGE NOTES

MONUMENT SIGNAGE NOTES

1. MONUMENT SIGN IS TYPICAL AND SUBJECT TO CHANGE. FINAL SIGN DESIGN AND CONSTRUCTION DETAILS SHALL BE SUBMITTED AS PART OF A PERMIT PROCESS. DRAWING IS SHOWN TO ILLUSTRATE DESIGN INTENT AND SCALE.
2. (1) MONUMENT SIGN WILL BE INSTALLED AS PART OF FILINGS 1 & 2. IT WILL BE LOCATED AT THE INTERSECTION OF W. 70TH AVE. & CLAY ST.
3. PROPOSED MONUMENTATION MAY CONSIST OF A VARIETY OF BUILDING MATERIALS INCLUDING STONE, CONCRETE, METAL, STUCCO OR COMBINATION THERE OF.
4. APPROX SIGNFACE AREA = ±40SQ FT. MAX
5. SIGN HEIGHT = 6' MAX.
6. SETBACK FROM W. 70TH AVE RIGHT OF WAY = 8 FEET
7. SETBACK FROM NEAREST LOT LINE = 6.52 FEET
8. MONUMENT LANDSCAPE BED = ±70SQ FT.

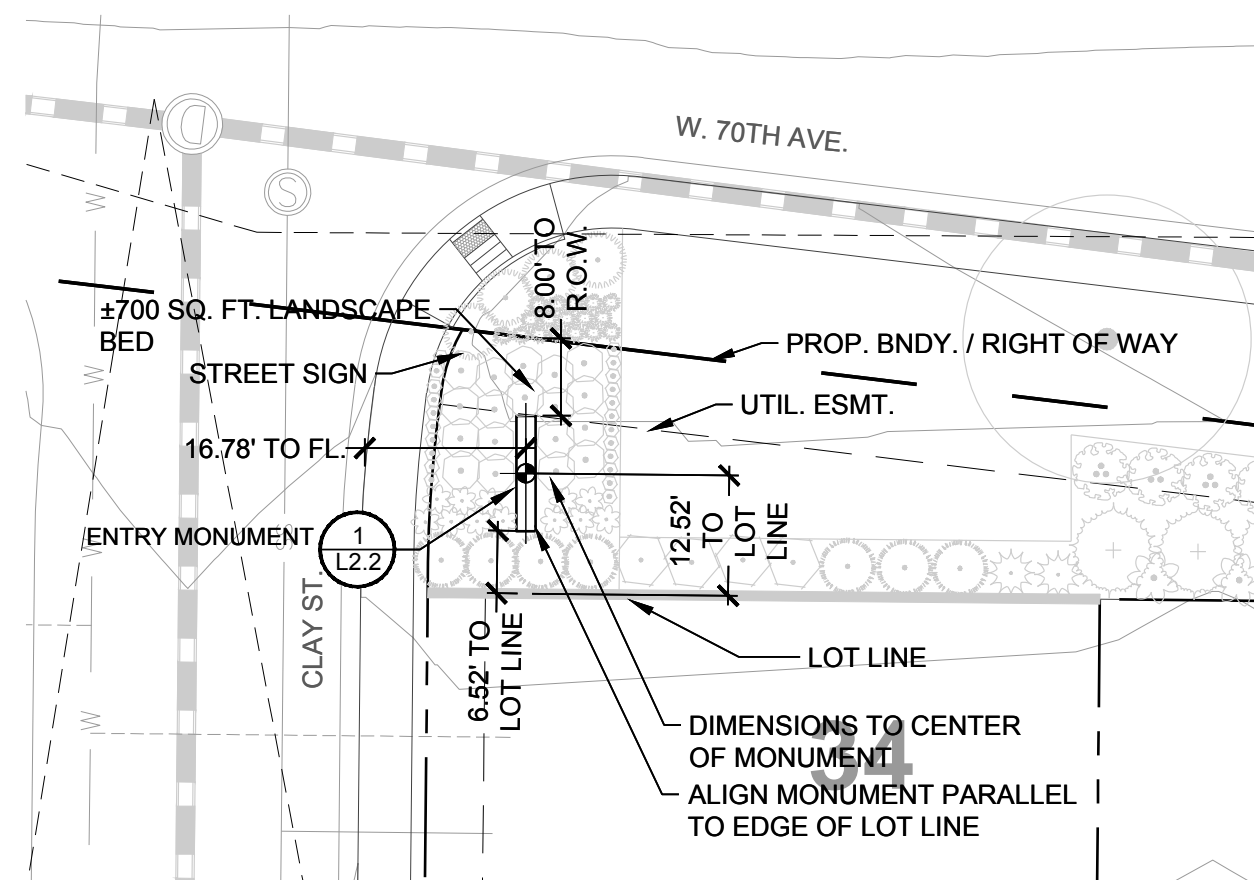
MARKETING SIGNAGE NOTES

9. MARKETING SIGN DESIGN AND CONSTRUCTION DETAILS SHALL BE SUBMITTED AS PART OF A SEPARATE PERMIT PROCESS.
10. A MINIMUM OF (3) LARGE MARKETING SIGNS ARE PROPOSED TO BE LOCATED ON FEDERAL BLVD. AND/OR ON W. 70TH AVE. LARGE MARKETING SIGNS SHALL RANGE IN SIZE FROM 12'X8' TO 16'X12'.
11. MULTIPLE DIRECTIONAL/MARKETING SIGNS SHALL BE PLACED THROUGHOUT THE DEVELOPMENT. DIRECTIONAL/MARKETING SIGNS SHALL RANGE IN SIZE FROM 4'X8' TO 8'X12'.

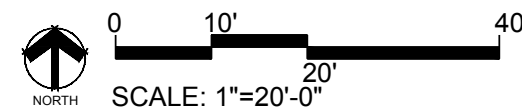


1 ENTRY MONUMENT

NOT TO SCALE



2 MONUMENT LAYOUT PLAN



Complete Sign Unit

made from the following parts:

POLE:
SPQ4X14 - 4" x 14" SMOOTH SQUARE POLE
EXTRUDED ALUMINUM ALLOY 6005-T5
WALL THICKNESS .125"

FINIAL:
FINQ-E4 - END-CAP FINIAL FOR 4" OD SQUARE POLE
HEIGHT: 2"
WIDTH: 4.5"

TRIMS:
2WAYARM16 - CANTILEVER ARM FOR DOUBLE-SIDED STREET SIGN.

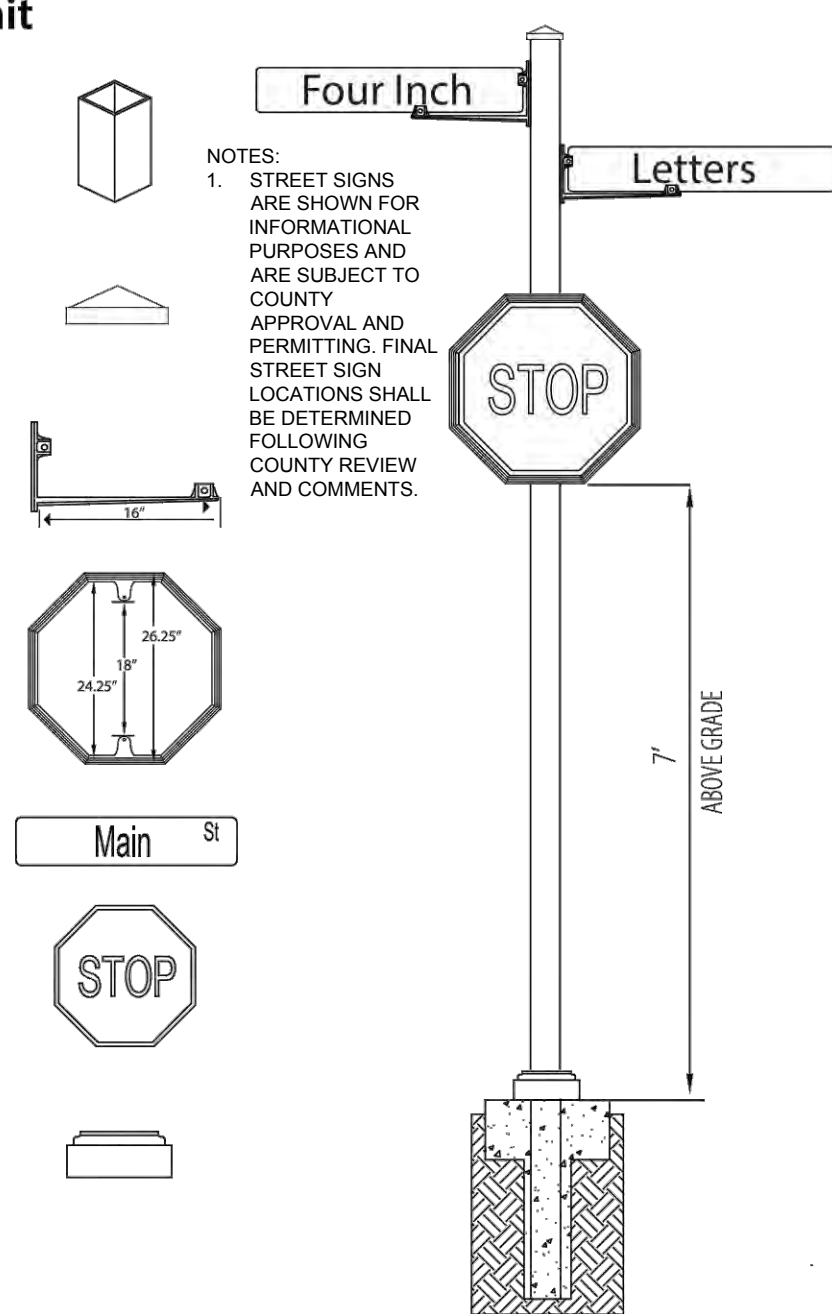
TSTOP24N - TRIM FOR 24" STOP SIGN
CAST ALUMINUM ALLOY #356

SIGNS:
0636DS - DOUBLE-SIDED 6" x 36" REFLECTIVE STREET SIGN w/4" LETTERS
SPECIFY VINYL TYPE

R1-1/24 - REFLECTIVE 24" STOP SIGN
SPECIFY VINYL TYPE

BASE:
SBQ-14 - SLIP-OVER BASE FOR 4" SQUARE POLE
HEIGHT: 3.5"
WIDTH: 9"
CAST ALUMINUM ALLOY #356

NOTES:
COMPLETE UNIT SHOWN WITH 2" BELOW GRADE BURIAL.
DRAWING FOR INFORMATION ONLY, NOT INTENDED FOR CONSTRUCTION PURPOSES.



3 ENHANCED STREET SIGN

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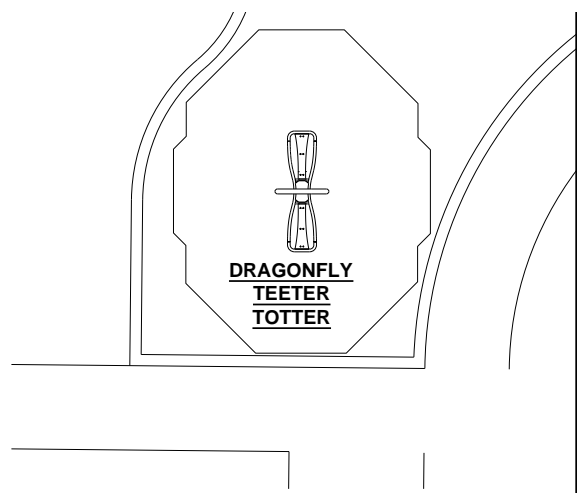
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L2.2

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7 PLAYGROUND LAYO
LOCATED IN LINEAR PARK, TYPICAL - S

POMPONIO TERRACE
E 1/2 Section 5, Township 3 South, Range 68 West of the 6th P.M.
ADAMS COUNTY, COLORADO
Planned Unit Development

ARCHITECTURAL STANDARDS

1.1 Facades

- a. All facades shall have durable siding materials which may include vinyl, cement fiber, engineered wood composite, stucco, rust resistant architectural metals or a combination of the above.
- b. Material diversity is required. A minimum of two different materials shall be incorporated in each elevation. Variations of the same material (scallop, fish-scale, lap siding, vertical board and batten) of the same or different color will be considered different materials. The coverage of the second material does not need to be evenly distributed.
- c. There shall be no windowless elevation.

1.2 Roofs

- a. The homes shall have a minimum pitch on the predominant roof planes of at least 3:12 (excluding dormers, porch roofs and other extensions.)
- b. Acceptable roofing materials includes architectural grade composition roofing.
- c. Rooftop equipment, HVAC units, swamp coolers and antennas, shall not be placed on the street side facing portion of the roof. Solar Panels will be allowed on the street facing sides. This standard does not apply to those items listed below:
Piping, venting, flashing, solar panel frames and other rooftop equipment exposed to view shall be finished to match the roof surface color or otherwise designed to blend with the roof surface.

1.3 Windows and Doors

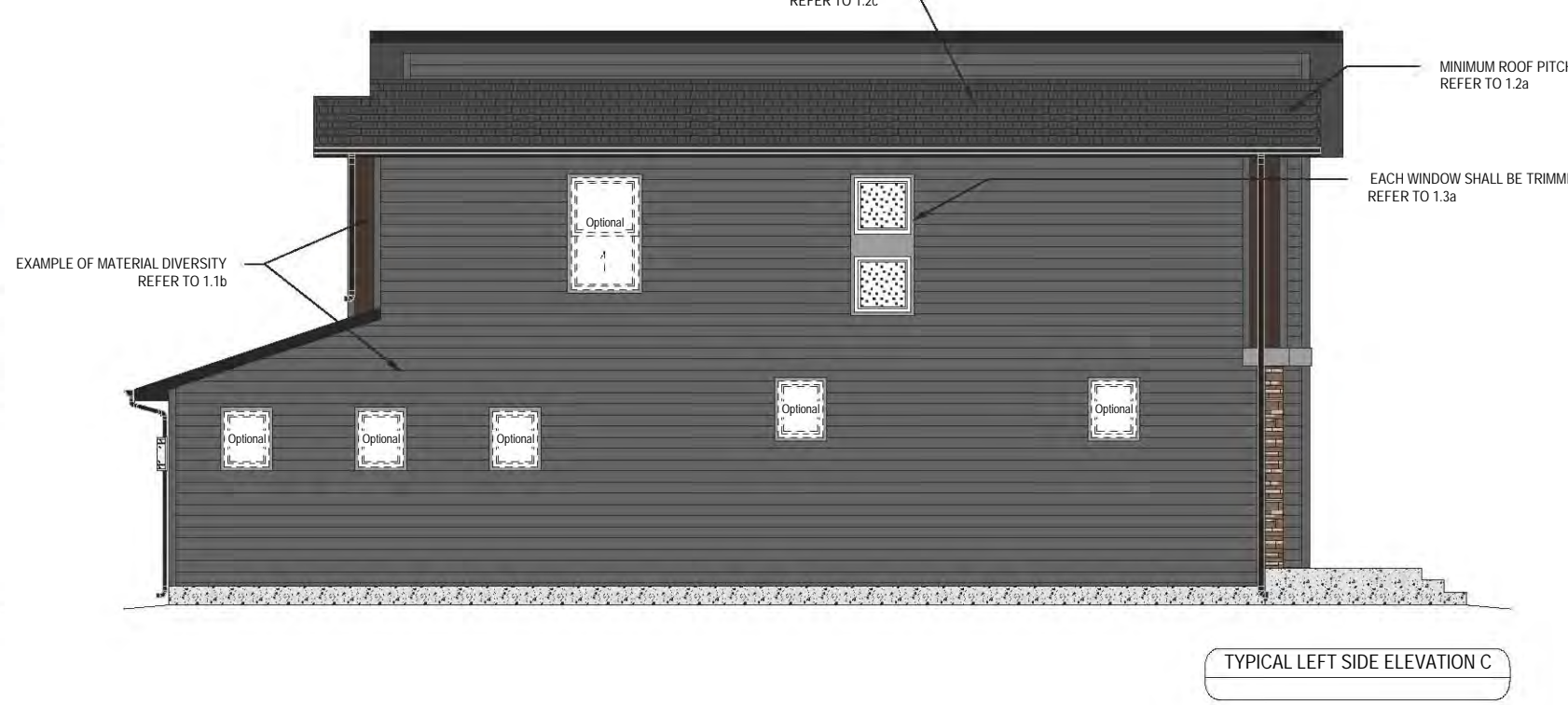
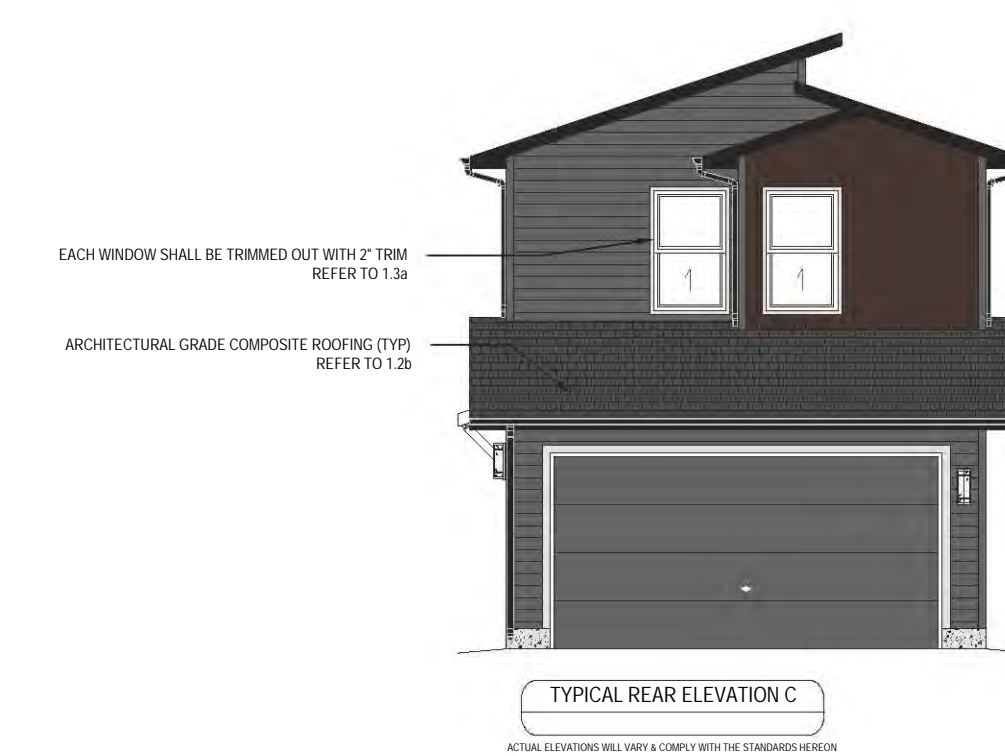
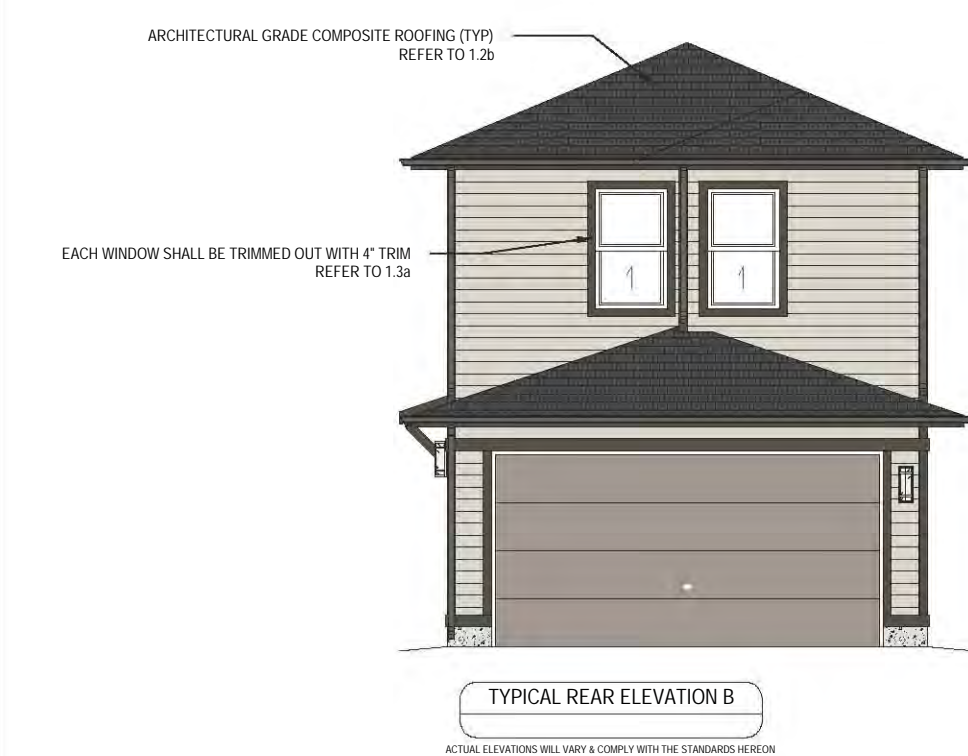
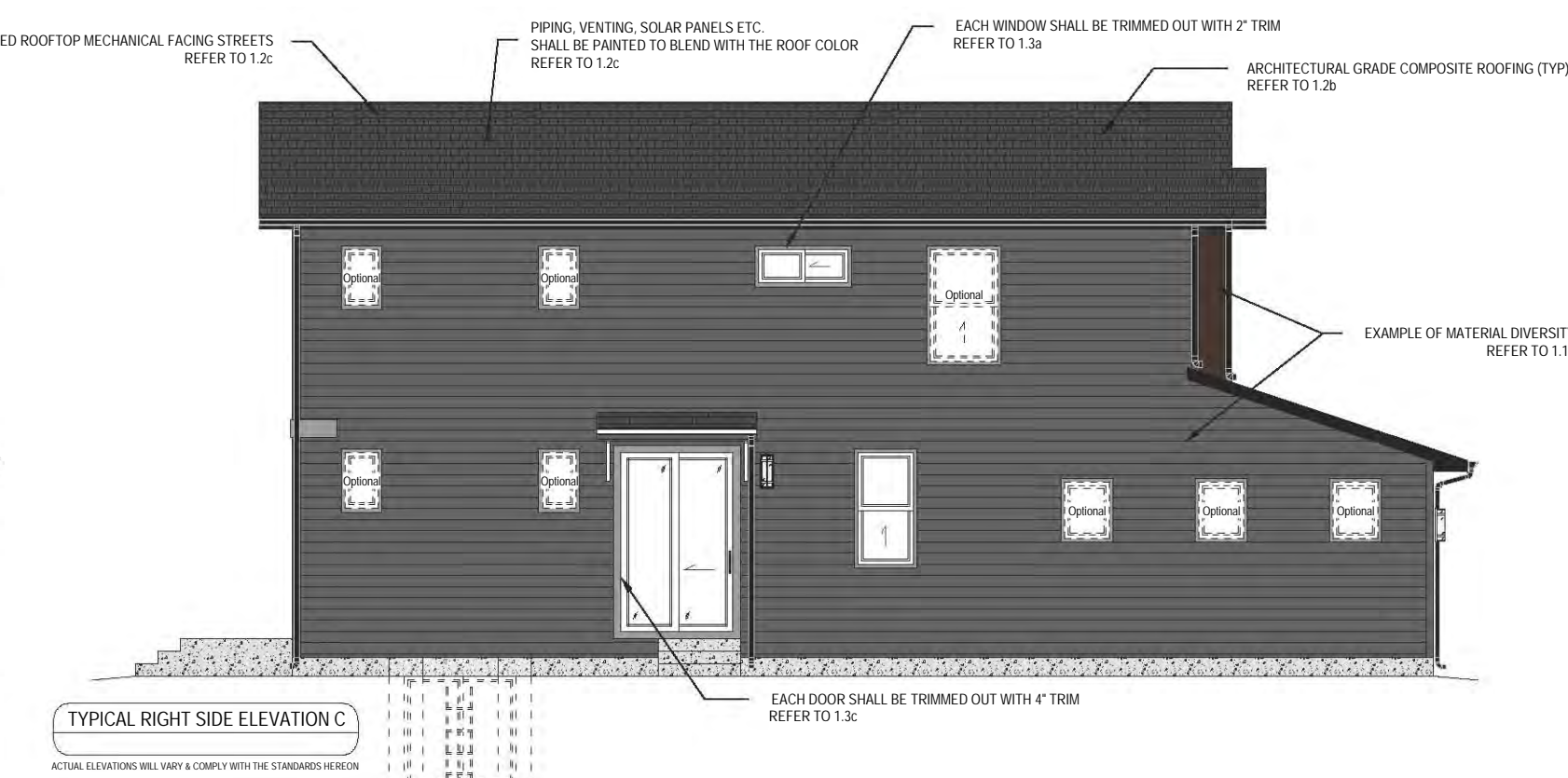
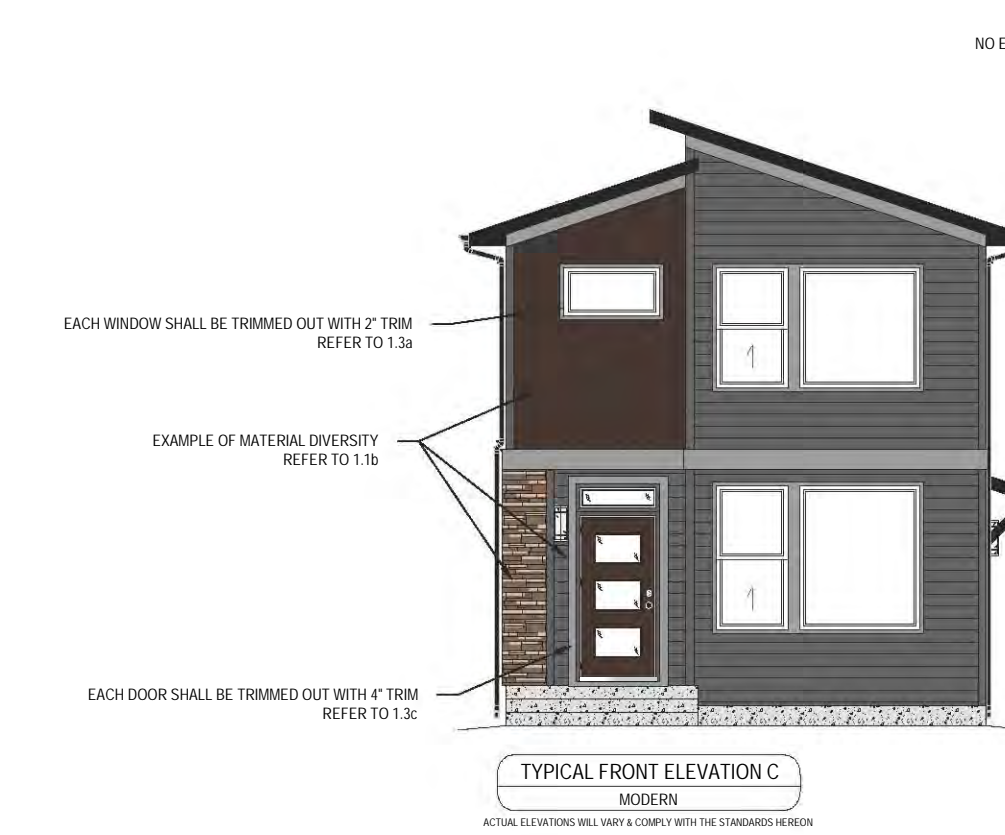
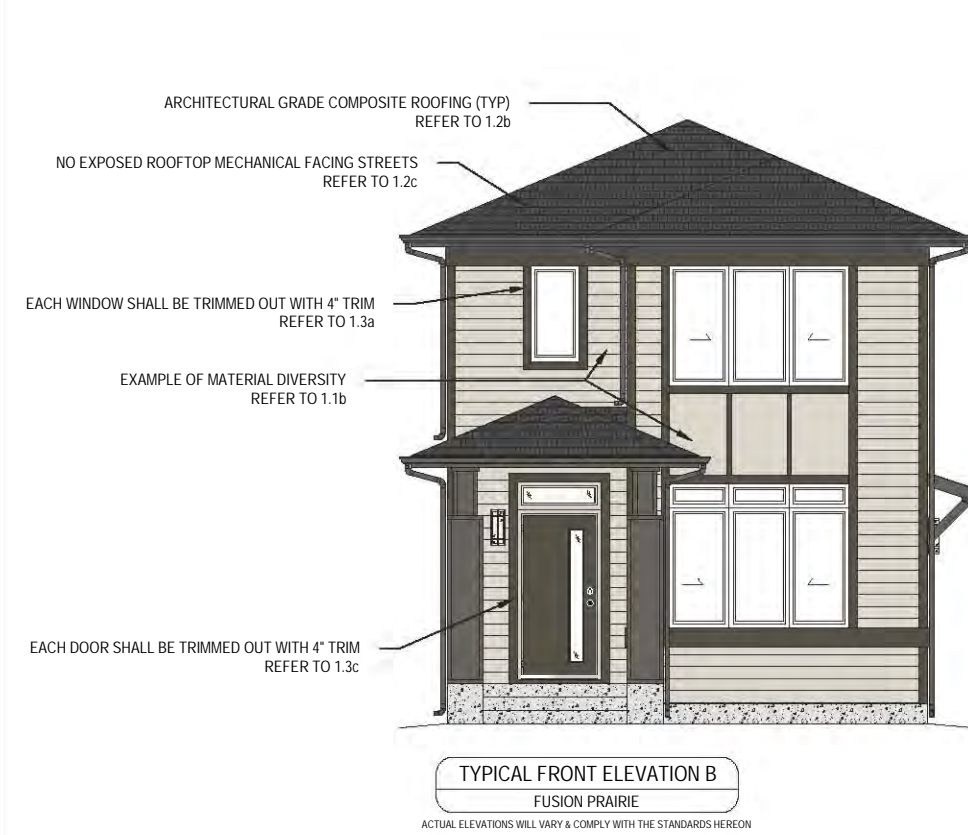
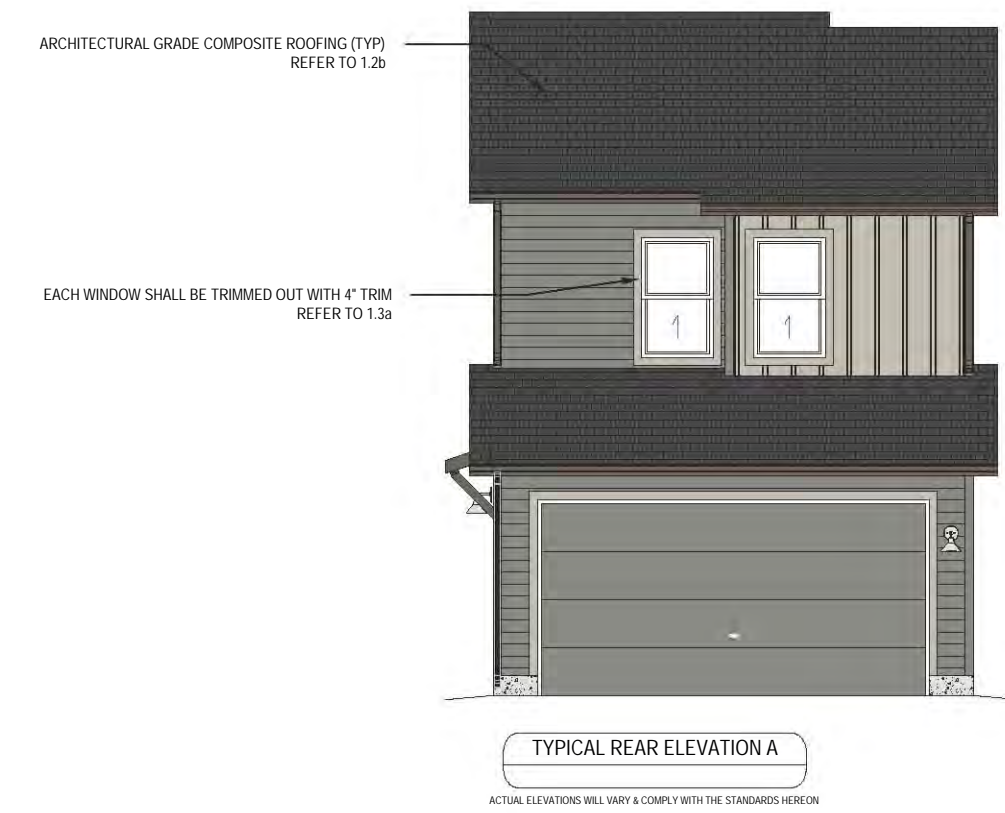
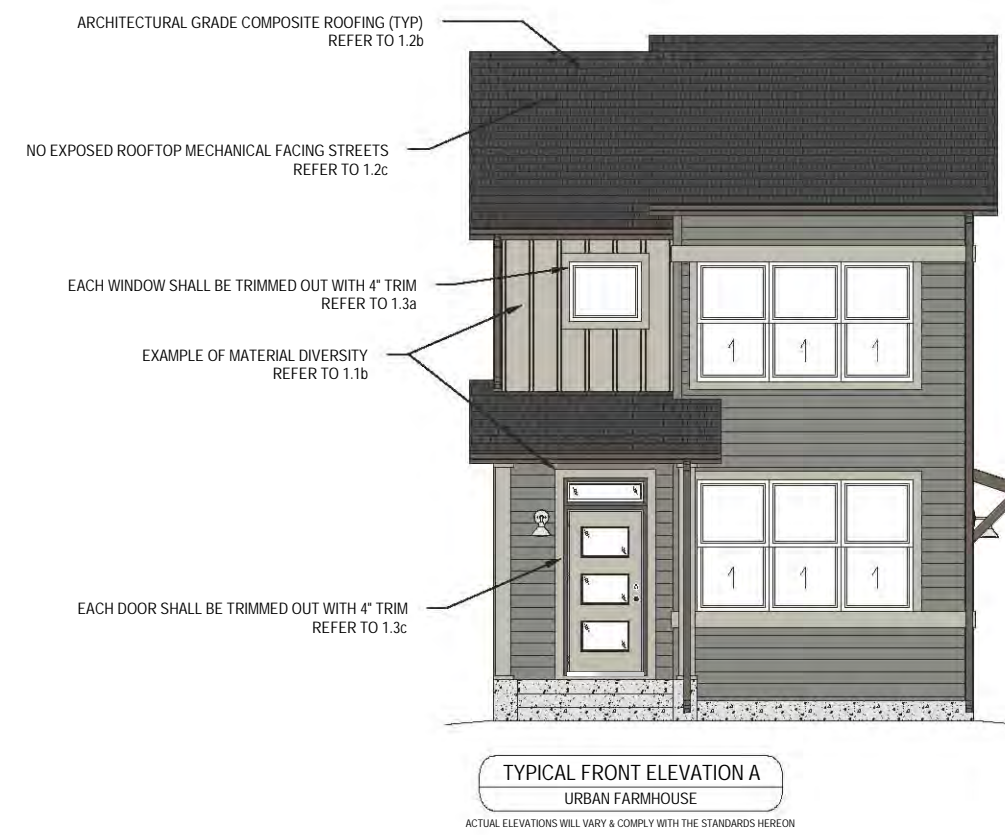
- a. Each window shall either have a minimum 4" nominal wide wood trim border for Elevations A and B and a minimum 2" nominal wide wood border for Elevation C.
- b. Window frames shall be vinyl.
- c. Each door shall either have a minimum 4" nominal wide wood trim border .

ARCHITECTURAL CHARACTER

Pomponio Terrace is envisioned as a unique community that is eager to welcome a number of personal styles. The goal in Pomponio Terrace is to accommodate the desires and needs of these many personalities while creating an exciting yet compatible environment.

Pomponio Terrace will provide a blend of the old with the new. There will be a fusion of traditional and modern architectural styles that will offer a creative edge to the design opportunities. The exterior colors will be a collection of environmental influences balanced with creative bold colors to enhance architectural details.

The intentions of the Architectural Guidelines will be to create a contemporary, vibrant community - an urban fusion of architectural styles that is comfortable and friendly to all its residents.



COLOR SCHEME #5

APPROVAL CERTIFICATE

ENGINEERING: _____ INITIALS/DATE _____

PLANNING: _____ INITIALS/DATE _____

OWNER: _____ INITIALS/DATE _____

XXXXX: _____ INITIALS/DATE _____

9'-1" MAIN FLOOR TO WINDOWS @ 7'-6" FROM TOP OF JOIST UNLESS NOTED OTHERWISE	
POMPEROSA MAIN FLOOR 1418'	POMPEROSA BASEMENT 476'
POMPEROSA MAIN FLOOR 1437'	WILLOW BASEMENT 484'
AREA TABULATION (SQ. FT.)	
B. SANDMAN	1/4" = 1'-0"
DRAWN BY: 05/28/2015	PROJECT NO. 303-662-8842
DATE	NO.
NO.	DATE

CARDEL HOMES
9110 E. NICHOLS AVE SUITE 120
CENTENNIAL, CO 80112
PH. 303-662-8842
FAX 303-662-8894



Development Review Team Comments

Date: 4/12/16

Project Number: PRC2016-00004

Project Name: Pomponio Terrace FDP and Final Plat

The following review comments and information from the Development Review Team is based on the information you submitted and applicable to the submitted documents only. Please contact the case manager if you have any questions.

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

Commenting Division: Development Services, Planning

Email: ecollins@adcogov.org

PLN1. This request is for Final Development Plan and Final Plat for 121 residential units on approximately 21.42 acres.

- a. The final plat and FDP were submitted on March 9, 2016.
- b. The BOCC approved a Preliminary plat and PDP for 248 lots on February 17, 2015.

PLN2. A Subdivision Improvement Agreement is requirement with Final Plat submittal pursuant to Section 2-02-17-04 (Major Subdivision, Final Plat) and Section 5-02-05.

- a. Construction plans have not been approved and an SIA was not submitted with the initial application.
- b. **An SIA and applicable collateral is required prior to scheduling any public hearings.**
- c. The PLD fee for Pomponio Terrace Filing 1 and 2 is \$237,232.26 (paid).

PLN3. FDP Criteria for Approval:

- a. Conforms to Comprehensive Plan.
 - i. Meets goals of Urban Residential designation (variety of housing types).
- b. Conforms to PUD Standards.
 - i. Minimum 1 acre.
 - ii. Superior design/ compatible with adjacent uses
 - iii. Minimum 30% Open Space with 25% active. **This has not been demonstrated.**

- iv. Pedestrian and bicycle amenities
- c. Consistent with any approved PDP.
 - i. The BOCC approved the Preliminary Development Plan on December 8, 2015.
- d. Construction Plans meet requirements of Development Standards and Regulations.
Plans not yet approved by Engineering.

PLN4. Final Plat Criteria for Approval:

- a. Consistent and conforms to approved preliminary plat.
- b. Conformance with subdivision design standards.
- c. Sufficient water and public sanitation.
- d. No presence of soil or topographical conditions or hazards.
- e. Adequate drainage facilities.
- f. Adequate public infrastructure or cash-in-lieu.

PLN5. Density

- a. Average 5.65 dwelling units per acre
- b. 46 front-loaded/ 75 rear-loaded
- c. Conforms to approved PDP/ Compatible with surrounding area.

PLN6. Subdivision Signage:

- a. Proposed 2 entry monument signs.
- b. Maximum height-6 ft and maximum width-8'
- c. Section 4-14-06-04 states subdivision signs shall not exceed 40 square feet in area and shall not exceed 12 feet in height. **The FDP does not conform to these requirements.**
- d. Signs shall be set back a minimum of 8 feet from the front property line and equal to the height of the sign from the side and rear property lines.
- e. The freestanding sign must also comply with the landscape requirements of 2.5 square feet per square foot of sign area.
- f. Please include sign maintenance in the HOA responsibilities.

PLN7. Common Areas:

- a. County maintenance responsibilities can be limited to within the ROW (does not need to define each item).
- b. Individual tracts are not defined in the FDP (i.e. purpose, ownership and maintenance).

PLN8. Open Space:

- a. Section 3-29-03-05 regulates open space requirements in PUDs.
- b. **A minimum of 30% open space shall be required in all PUDs. The FDP states approximately 35% is provided; however, the FDP does not include diagrams and tables to show conformance with this requirement, including 25% active recreation requirements.**
- c. Consider utilizing Section 4-07-02-02-02 as landscape requirements for individual lots (attached).

- d. **Please include details for individual lot landscape and right-of-way landscape along internal streets.**

PLN9. Development Standards:

- a. Required covered porches
- b. Maximum residential building height-40' (R-1-C zone district maximum 25'). **Please explain maximum height request.**
- c. Proposed front setback (5')/ Side (3')/ rear (4-10'). **Staff has concerns with proposed side setbacks.**
- d. **Accessory structure standards are not included.**

PLN10. Subdivision Design Standards

- a. ROW landscape does not indicate the minimum required 50% living ground cover in addition to trees/shrubs.
- b. Please provide detail on detention pond landscape (Section 5-03-05-03).
- c. Please provide noxious weed management plan (Section 5-03-05-05).
- d. Corner lots in the subdivision do not conform to Section 5-03-03-07 (must be wider to accommodate setbacks).
- e. Proposed 5' concrete trail connection conforms to Section 5-03-07 (Pedestrian System and Access Design).

PLN11. Parking:

- a. Minimum 2 car garage per dwelling.
- b. **Please provide parking ratio and parking diagram.**

PLN12. Fencing:

- a. Section 5-03-07-03, berms and landscape are preferred.
- b. Proposed 3.5' rail fencing along frontage and 6' solid cedar fencing for privacy.
- c. No concerns.

PLN13. Other:

- a. Please describe the CC & RS before using the acronym.
- b. Proposed housing types include single family detached front and rear loaded. **Please update Sheet reference numbers on Sheet 2, Section D.**
- c. Community characteristics/requirements shall comply with Design Review Committee; however Section L. indicates there is no DRC. **Section L and M are conflicting.**
- d. **Planning Director approval for overall architectural intent? Section K indicates a variety of styles...what are the parameters? These should be defined, not left to Director/administrative approval.**
- e. **Please define proposed outdoor storage and purpose.**
- f. **Access and Maintenance Easements: Clear Creek Station Metro District?**
- g. **Remove option to reduce building separation less than 10'**

- h. **Explain purpose of side yard use easements.**
- i. **Repetition of several sections. See highlighted document.**
- j. **Staff has concerns with blank elevations (i.e. no windows).**

Commenting Division: Development Services, Engineering:

Name of Review: Matt Emmens

Email: memmens@adcogov.org

Pending completion of plans review.

Commenting Division: Development Services, Right-Of-Way

Name of Review: Bob Kovacs

Email: rkovacs@adcogov.org

ROW1:

Addresses provided for Filing 1, Block 1 lots one, two and three are based upon the assumption that these lots will not directly access a maintained County right-of-way. If this is incorrect, get back in touch with County and we can adjust these addresses.

ROW2: Remove indications of improvements shown on plats. However, leave all references to and line work indicative of easements as shown.

ROW3: Provide the following drainage easement note:

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

ROW4: Provide the following note and show graphically on lots throughout plat:

“Six-foot (6') wide dry utility easements are hereby dedicated on private property adjacent to the front lot lines of each lot in the subdivision. In addition, eight-foot (8') wide dry utility easements are hereby dedicated around the perimeter of tracts, parcels and/or open space areas. These easements are dedicated to Adams County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements

and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation.”

ROW5: Provide a note or table stating the purpose, maintenance responsibility and ownership of all tracts.

ROW6: Following corrections return the plats for additional review.

Commenting Division: Building Safety

Name of Review: Justin Blair

Email: jblair@adcogov.org

BSD1- Given the numerous issues encountered with allowing a 3' setback from the building codes, I recommend requiring a minimum 5' setback to include any roof overhangs. This would allow and align with the Development Standards of maintaining a minimum of 10' between structures.

BSD2- Language in the PUD regarding side use easement should include specific requirements to prohibit any combustible construction of decks, or other elements to include vegetation. There should also be language stating that improvements can only be made up to the property line, and shall not extend across the property line.

Commenting Division: Parks and Open Space

Name of Review: Aaron Clark

Email: aclark@adcogov.org

No Comment.

Emily Collins

From: Jennifer Lothrop
Sent: Friday, March 18, 2016 4:10 PM
To: Emily Collins
Cc: Brigitte Grimm
Subject: PRC2016-00004 POPONIO TERRANCE FILING 1&2
Attachments: PRC2016-00004 Pomponio Terrace_Request for Comments (2).pdf

Case Name: POMPONIO TERRANCE FILING 1 & 2
Case Number: PRC2016-00004
Parcel #'s 0182505100028 and 0182505100029

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

Jennifer Lothrop

Treasurer Technician

Adams County Treasurer's Office
4430 S. Adams County Pkwy., Ste. C2436
Brighton, CO 80601
720.523.6761 | www.adcotax.com
Mon. - Fri. 7am - 5pm



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





COLORADO

Parks and Wildlife

Department of Natural Resources

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

April 1, 2016

Ms. Emily Collins
Adams County Community and Economic Development Department
4430 South Adams County Parkway, 1st Floor, Suite W200
Brighton, CO 80601

RE: Pomponio Terrace Filing 1&2, PRC2016-00004

Dear Ms. Collins:

Thank you for the opportunity to comment on the Pomponio Terrace Filing 1&2, located southeast of the intersection of Federal Boulevard and West 70th Avenue, proposing the construction of 121 single family residential dwellings on approximately 22 acres.

The mission of Colorado Parks and Wildlife (CPW) is to perpetuate the wildlife resources of the state, to provide a quality state parks system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado's natural resources. Our goal in responding to land use proposals such as this is to provide complete, consistent, and timely information to all entities who request comment on matters within our statutory authority. Current CPW policy directs our efforts towards proposals that will potentially have high impacts to wildlife and wildlife habitat. The emphasis of CPW's concerns is on large acreages, critical habitats, wildlife diversity, and impacts to species of special concern, or those that are state or federally endangered.

District Wildlife Manager Jordan Likes recently visited the site. The currently undeveloped parcel of land consists of agricultural fields surrounded by developed lands. Due to the size of the parcel and the adjacent development, the potential impacts of this proposed development may be characterized as minimal.

This may not mean that the landscape has no value to wildlife or value to the community. It is important to remember that incremental and cumulative loss of natural areas and open spaces will, over time, significantly degrade the overall quality of wildlife habitat in the area. Please contact us if we can be of assistance in implementing your proposal to minimize negative impacts and maximizing potential enhancements to support living with wildlife in our community. If you have any further questions, please contact District Wildlife Manager Jordan Likes at 303.291.7135.

Sincerely,

Liza Hunholz
Area Wildlife Manager

Cc: S. Yamashita, T. Kroening, J. Likes,



COLORADO GEOLOGICAL SURVEY

1801 19th Street
Golden, Colorado 80401



Karen Berry
State Geologist

April 6, 2015

Emily Collins
Adams County
Community & Economic Development Department
4430 S. Adams County Parkway, Suite W2000A
Brighton, CO 80601-8216

Location:
E½ Section 5,
T3S, R68W, 6th P.M.
39.8208, -105.0191

**Subject: Pomponio Terrace – Final Development Plan (FDP), Final Plat, and SIA for Filings 1 and 2
Case Number PRC2016-00004; Adams County, CO; CGS Unique No. AD-15-0013**

Dear Ms. Collins:

Colorado Geological Survey has reviewed the Pomponio Terrace final development plan (FDP) for 121 lots on 21.4 acres, and major subdivision (final plat) for 69 lots on 11.215 acres and 52 lots on 7.985 acres. CGS previously reviewed the proposed Pomponio Terrace project; our comments were discussed in letters dated November 13, 2014 and January 12, 2015. With this referral, we received a Request for Comments (March 15, 2016), a Submittal Item 3 Written Explanation – Pomponio Terrace Filings One and Two (undated), an Overall Site Plan (EES, March 4, 2016), a set of Final Development Plans (EES, March 9, 2016), and final plats for Filings No. 1 and No. 2 (Foresight West Surveying, Inc., March 8, 2016). The currently proposed density and land use appear to be generally consistent with what CGS previously reviewed, and no new geologic or geotechnical information was submitted. CGS's original comments therefore remain valid:

Cesare, Inc.'s September 17, 2014 geotechnical report contains a valid description of surface and subsurface conditions, and provides appropriate *preliminary* recommendations for mitigating the site's moderately to highly expansive clay soils. I agree that overexcavation, as described on pages 3 and 4 of Cesare's report, will be necessary to lower the swell potential and reduce the risk of differential heave and structural damage. Water injection is a less consistent, less reliable method of "pre-swelling" the site soils.

Once overexcavation, if performed, and site grading are complete, additional, lot-specific geotechnical investigations will be needed to better characterize soil engineering properties such as expansion/consolidation potential, density, strength and allowable bearing pressures. This information will be needed to verify that swell potentials have been sufficiently reduced, and to design individual foundations, floor systems, subsurface drainage, and pavements.

Provided Cesare's recommendations for overexcavation and additional, lot-specific investigations are correctly implemented, the site does not present any geologic hazards or development constraints that would preclude the proposed use and density. **CGS therefore has no objection to approval of the FDP and major subdivision (final plat) as proposed.**

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



April 5, 2016

Emily Collins
Community and Economic Development
4430 South Adams County Parkway
1st Floor, Suite W2000A
Brighton CO 80601-8216

RE: Pomponio Terrance Filing 1 and 2, PRC2016-00004
TCHD Case No. 3842

Dear Ms. Collins:

Thank you for the opportunity to review and comment on the proposed Final Development Plan, Major Subdivisions and Subdivision Improvement Agreement for the property located at along West 70th Avenue east of Federal Boulevard. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and has the following comments.

Closed Landfill

According to TCHD's records, there is a closed landfill located on the subject property. Flammable gas from decomposing organic matter in old landfills may travel up to 1,000 feet from the source. Because construction is planned on this property, we recommend the following:

1. A flammable gas investigation should be conducted to determine if flammable gas (methane) is present in the subsurface soils at the property. The plan for the investigation should be submitted to Tri-County Health Department (TCHD) for review and approval.
2. TCHD will review the results of the investigation. If the investigation indicates that methane is not present at or above 20% of the lower explosive limit for methane (1% by volume in air) in the soils, no further action is required.

In lieu of the investigation, a flammable gas control system shall be designed and constructed to protect buildings and subsurface access to utilities, i.e. vaults, manholes, etc. from flammable gas. Health and safety practices shall be followed during construction to protect site workers. A copy of TCHD guidelines for safe construction in areas on or near former landfills has been attached.

Community Design for Active Living

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Neighborhoods best encourage residents to walk and/or bicycle as part of their daily routine when they contain a system of well-designed sidewalks and trails that connect with destinations in and adjacent to the community.

TCHD commends the applicant for the connection from the development to the Little Dry Creek Trail mentioned in the application narrative. It was not clear from the application materials what

is planned for other pedestrian facilities throughout the development. Designers of "active living" communities typically recommend that sidewalks be a minimum of clear width of five feet, the space needed for two people to walk comfortably side by side, with a buffer area like a tree lawn between the sidewalk and the street. For connections that anticipate both pedestrian and bicyclists, eight-foot wide sidewalks are recommended.

Existing On-Site Wastewater Treatment System

TCHD has a record of permitting an On-Site Wastewater Treatment System (OWTS) a residence at 6856 Federal Boulevard. The plan indicates that the buildings on that property will be removed. Consequently, the OWTS will need to be properly abandoned. Proper abandonment of the OWTS requires the following:

- Confirming that the tank is empty. If any liquids remain in the tank, the tank shall be pumped dry by a system cleaner licensed by TCHD
- Once the septic tank has been pumped dry, it may either be backfilled with soil, crushed and buried on the site, or excavated and disposed in a permitted solid waste disposal facility.
- Provide written notification of the abandonment to TCHD

Please feel free to contact me at (720) 200-1571 or slynch@tchd.org if you have any questions.

Sincerely,



Sheila Lynch
Land Use Program Coordinator
Tri-County Health Department

CC: Monte Deatrich, Sheila Lynch, TCHD

Emily Collins

From: Doug Hall
Sent: Tuesday, April 05, 2016 3:50 PM
To: Emily Collins
Subject: RE: PRC2016-00004 Pomponio Terrace FDP Request for Comments

Ms. Collins, thank you for the opportunity to review and comment on the Pomponio Terrace project.

Just wanted to let you know I have nothing of substantial value to offer regarding this project.

Again, thanks and I wish you the best.

Doug Hall – Fire Chief
City of Westminster, CO
303 658-4542
dhall@cityofwestminster.us
Website: <http://www.ci.westminster.co.us/Safety/FireDepartment.aspx>

Westminster: The Next Urban Center of the Colorado Front Range

From: Emily Collins [<mailto:ECollins@adcogov.org>]
Sent: Tuesday, March 15, 2016 2:10 PM
To: 'Chris Wilder' <cwilder@acfpd.org>; 'brandyn.wiedrich@centurylink.com' <brandyn.wiedrich@centurylink.com>; 'tony.waldron@state.co.us' <tony.waldron@state.co.us>; 'svsellers@hotmail.com' <svsellers@hotmail.com>; 'bradley.sheehan@dot.state.co.us' <bradley.sheehan@dot.state.co.us>; 'caryb.pilon@state.co.us' <caryb.pilon@state.co.us>; 'joe.padia@state.co.us' <joe.padia@state.co.us>; 'CGS_LUR@mines.edu' <CGS_LUR@mines.edu>; 'thomas_lowe@cable.comcast.com' <thomas_lowe@cable.comcast.com>; 'patrickstock@crestviewwater.net' <patrickstock@crestviewwater.net>; 'Sharon Whitehair' <sharonwhitehair@gmail.com>; 'tbarnhart@hylandhills.org' <tbarnhart@hylandhills.org>; 'csimmonds@mwr.d.dst.co.us' <csimmonds@mwr.d.dst.co.us>; 'danmicek@comcast.net' <danmicek@comcast.net>; 'chris.quinn@rtd-denver.com' <chris.quinn@rtd-denver.com>; 'mary.c.dobyns@usps.gov' <mary.c.dobyns@usps.gov>; 'George, Donna L' <Donna.L.George@xcelenergy.com>; 'westadamscd@gmail.com' <westadamscd@gmail.com>; 'lbroten@tchd.org' <lbroten@tchd.org>; 'Land Use' <LandUse@tchd.org>; Walsh, Andy <awalsh@CityofWestminster.us>; Cummins, Mac <mcummins@CityofWestminster.us>; 'jpeterson@adams50.org' <jpeterson@adams50.org>; Hall, Doug <DHall@CityofWestminster.us>
Cc: Justin Blair <jblair@adcogov.org>; Eric Guenther <EGuenther@adcogov.org>; Matthew Emmens <MEmmens@adcogov.org>; Robert Kovacs <RKovacs@adcogov.org>; Christine Francescani <CFrancescani@adcogov.org>; Aaron Clark <AClark@adcogov.org>; Lynn Obremski <LObremski@adcogov.org>; Brigitte Grimm <BGrimm@adcogov.org>; Mark Moskowitz <MMoskowitz@adcogov.org>; Nikki Blair <NBlair@adcogov.org>; Amanda Overton <AOverton@adcogov.org>; Michael Kaiser <MKaiser@adcogov.org>; Jen Rutter <JRutter@adcogov.org>
Subject: PRC2016-00004 Pomponio Terrace FDP Request for Comments

Good Afternoon,

Please review the attached Request for Comments for the case listed above. The referral agency deadline date is **4/5/2016**. If you have any additional questions please contact me at 720.523.6820.

Thank you,

Emily Collins

From: McConnell, John [jmconne@CityofWestminster.us]
Sent: Tuesday, April 05, 2016 5:11 PM
To: Emily Collins
Subject: Comments for PRC2016-00004 Pomponio Terrace Filing 1 & 2

Dear Ms. Collins,

Please accept the following comments from the City of Westminster regarding the above-referenced project:

The City of Westminster fully appreciates and supports well-designed developments such as the one proposed for this site. However, in an effort to further coordinate the ongoing efforts of Westminster, Adams County, and CDOT to appropriately plan future intersections and traffic signals along Federal Boulevard, the City would prefer that the main access to this development occur via a westward extension of 69th Avenue rather than the proposed route of existing 70th Avenue so that all affected parties could be united in embracing a traffic signal at 69th Avenue, otherwise known as Westminster Station Drive. This preferred alignment would not only better facilitate the location of said signal, but would provide more direct vehicle and pedestrian access from the proposed development to the new Westminster Station. In our opinion, this would be an incredibly valuable asset to the future residents of the Pomponio Terrace neighborhood. That being said, the City of Westminster is ready and willing to discuss any reasonable partnership opportunities that would accomplish this result while also satisfying the developer's needs and desires. We value our long-standing relationship with Adams County and look forward to working toward a solution that all parties can agree with. Please do not hesitate to contact me if you have any questions or would like to discuss this matter further.

Respectfully submitted,

John McConnell, AICP | Acting Principal Planner | City of Westminster Community Development | 4800 W. 92nd Ave.,
Westminster, CO 80031 |
V: 303.658.2474
Email: jmconne@cityofwestminster.us

City Hall Hours:
Monday - Thursday 7:00 am to 6:00 pm (Closed Fridays)



WESTMINSTER



Request for Comments

Case Name:	POMPONIO TERRANCE FILING 1 & 2
Project Number:	PRC2016-00004

March 15, 2016

Adams County Planning Commission is requesting comments on the following request:

- 1) Final Development Plan (FDP) to allow 121 lots on approximately 21.4 acres in the P-U-D, Planned Unit Development zone district;
- 2) Major Subdivision (Final Plat) to create 69 lots on approximately 11.215 acres in the P-U-D, Planned Unit Development zone district;
- 3) Major Subdivision (Final Plat) to create 52 lots on approximately 7.985 acres in the P-U-D, Planned Unit Development zone district;
- 4) Subdivision Improvement Agreement (SIA) for Filing No.1; and
- 5) Subdivision Improvement Agreement (SIA) for Filing No. 2.

This request is located at 6856 FEDERAL BLVD

The Assessor's Parcel Number is 0182505100028, 0182505100029

Applicant Information: POMPONIO TERRANCE HOLDINGS LLC
ATTN JAMES R MERLINO
1140 US HIGHWAY 287 APT 400-125
BROOMFIELD, CO 800207080

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or (720) 523-6800 by **4/5/2016** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to ECollins@adcogov.org.

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

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

Thank you for your review of this case.

Emily Collins
Case Manager



Public Hearing Notification

Case Name:	Pomponio Terrace Filing 1 and 2
Case Number:	PRC2016-00004
Board of County Commissioners Hearing Date:	October 4, 2016 at 5:30 PM

August 26, 2016

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

1) Final Development Plan (FDP) to allow 126 lots on approximately 21.4 acres in the P-U-D, Planned Unit Development zone district; 2) Major Subdivision (Final Plat) to create 74 lots on approximately 11.791 acres in the P-U-D, Planned Unit Development zone district; 3) Major Subdivision (Final Plat) to create 52 lots on approximately 8.323 acres in the P-U-D, Planned Unit Development zone district; 4) Subdivision Improvement Agreement (SIA) for Filing No.1; and 5) Subdivision Improvement Agreement (SIA) for Filing No. 2.

This request is located at 6856 FEDERAL BLVD-, CO 000000000

The Assessor's Parcel Number(s) 0182505100028, 0182505100029

Applicant Information: POMPONIO TERRACE HOLDINGS LLC
ATTN JAMES R MERLINO
1140 US HIGHWAY 287 APT 400-125
BROOMFIELD, CO 800207080

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Planning and Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Planning and Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Emily Collins
Case Manager

CERTIFICATE OF POSTING



I, Emily Collins do hereby certify that I had the property posted at

6856 Federal Blvd.

on September 23, 2016

in accordance with the requirements of the Adams County Zoning Regulations

Emily Collins

Emily Collins

2661 W 65TH PLACE LLC
PO BOX 1500
ARVADA CO 80001-1500

ADAMS COUNTY
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

2812 W 66TH LLC
1170 CAMINO MELENO
SANTA BARBARA CA 93111-1005

AGUILAR ELENA
11664 GRANT ST
NORTHGLENN CO 80233-2006

6860 FEDERAL BOULEVARD LLC
2471 S JOSEPHINE ST
DENVER CO 80210-5413

ALBERT SAM E
2650 FERN DR
WESTMINSTER CO 80030-5649

6990 FEDERAL BLVD LLC
2471 S JOSEPHINE ST
DENVER CO 80210-5413

ALCANTAR SALVADOR
7051 CANOSA CT
WESTMINSTER CO 80030-5638

A & G PAYAN LLC
6642 DECATUR ST
DENVER CO 80221-2228

ALTO PARTNERS LLLP
C/O HOUSING AUTHORITY OF THE COUNTY OF A
7190 COLORADO BLVD
COMMERCE CITY CO 80022-1812

ABEYTA JUAN ESTEVAN AND
ABEYTA KENIA MARGARETT
7021 BEACH ST
WESTMINSTER CO 80030-5626

ANCELL NANCY A
7010 BRYANT WAY
WESTMINSTER CO 80030-5637

ABEYTA KENNETH ALLEN JR
7030 BEACON WAY
WESTMINSTER CO 80030-5631

ANDERSON MARGARITA
7010 BEACH ST
WESTMINSTER CO 80030-5627

ACEVEDO ANA B
7001 BEACH ST
WESTMINSTER CO 80030-5626

ARAGON SYLVIA
1390 SHERIDAN BLVD
DENVER CO 80214-3009

ACEVEDO SOTO ANA C AND ACEVEDO SOTO
LLUVIA A AND REYES GONZALEZ CESAR
7000 BEACH ST
WESTMINSTER CO 80030-5627

ARCHDIOCESE OF DENVER THE
OUR LADY OF VISITATION
1300 SOUTH STEELE STREET
DENVER CO 80210

ACKLAND LINDA KAY AND
ACKLAND EDWARD C
7031 BRYANT WAY
WESTMINSTER CO 80030-5636

ARCHULETA JOSEPH AND
ARCHULETA KATY E
2621 W 65TH PLACE
DENVER CO 80221

ARCHULETA SONYA R
6970 CLAY ST
WESTMINSTER CO 80030-5643

BERGONDO WILLIAM T AND
BERGONDO LYNDA J
7068 BEACON WAY
WESTMINSTER CO 80030-5631

ARELLANO SUSANO HERRERA
7000 CLAY ST
WESTMINSTER CO 80030-5645

BLEA ERIC E
2640 FERN DR
WESTMINSTER CO 80030-5649

ARIAS ROGELIO AND
ARIAS LUZ E
6786 GREEN CT
DENVER CO 80221-2632

BONNER DONALD L AND
BONNER DEBRA L
7041 CANOSA COURT
WESTMINSTER CO 80030

BAILEY COMPANY THE
C/O SAVAGE SAVAGE & BROWN INC
PO BOX 22845
OKLAHOMA CITY OK 73123-1845

BOVA MARY
7169 FEDERAL BLVD
WESTMINSTER CO 80030

BARRIOS MIGUEL GUERRERO AND
RAMIREZ SILVIA LOPEZ
2820 W 67TH PL
DENVER CO 80221-2226

BPI WESTMINSTER LLC
2880 BRYANT ST
DENVER CO 80211-4223

BARTLETT BARBARA RANDALL 1/3 INT AND
HOLLE ERVIN K 1/3 AND RADIC PERRY A 1/3
2404 N RIO GRANDE AVE
ORLANDO FL 32804-4828

BROCKER D PAUL 1/3 AND WEBBER KAREN 1/3
AND REDMOND MICHAEL J 1/3
3333 REGIS BLVD
DENVER CO 80221-1154

BAYLON JOSE MIGUEL AND
BAYLON MARTHA
6760 GREEN CT
DENVER CO 80221-2632

BROSAM DEWEY L
7070 CLAY ST
WESTMINSTER CO 80030-5645

BAYLON JOSE MIGUEL JR
6771 GREEN CT
DENVER CO 80221-2631

BUDESELICH KRISTY L
2843 W 67TH PL
DENVER CO 80221

BAYLON MARTHA
6770 GREEN CT
DENVER CO 80221-2632

BUENO GINA
7080 CLAY ST
WESTMINSTER CO 80030-5645

BB 1 LLC
2700 S BROADWAY
ENGLEWOOD CO 80113-1523

BUI AN TAN
7000 BEACON WAY
WESTMINSTER CO 80030-5631

BURDICK MARY J
2680 FERN DR
WESTMINSTER CO 80030

CITY OF WESTMINSTER
4800 W 92ND AVE
WESTMINSTER CO 80031-6387

BURKEY WALTER G TRUSTEE FOR THE
BURKEY WALTER G TRUST
12021 PENN STREET #102
THORNTON CO 80241

CITY OF WESTMINSTER
4800 W 92ND AVE
WESTMINSTER CO 80030-6399

BYER LOUIS CHARLES LIVING TRUST THE
2705 W 66TH PL
DENVER CO 80221

CITY OF WESTMINSTER THE
4800 W 92ND AVE
WESTMINSTER CO 80031-6387

CARBAJAL SERGIO AND
LAZARO BUENAVENTURA
2690 FERN DR
WESTMINSTER CO 80030-5649

CITY OF WESTMINSTER THE
4800 W 92ND AVE
WESTMINSTER CO 80031-6399

CARLSON CLAY AND CARLSON SCOTT L AND
CARLSON KENT D AND CARLSON RYAN L
12460 1ST STREET PO BOX 247
EASTLAKE CO 80614-0247

COELHO JAMES R
2701 W 66TH PL
DENVER CO 80221-2217

CATALANO MARI E
7101 CLAY ST
WESTMINSTER CO 80030-5646

COLORADO HOSPITALITY SERVICES INC
10 E 120TH AVE
NORTHGLENN CO 80233-1002

CENTENO JOSEPHINE
5782 W 80TH CIR
ARVADA CO 80003-1847

COLORADO SOUND
RECORDING LTD
3100 W 71ST AVE
WESTMINSTER CO 80030-5439

CHAO YU LING SARA
7040 BEACON WAY
WESTMINSTER CO 80030-5631

COYLE WILLIAM
18199 E 160TH AVE
BRIGHTON CO 80601

CHAVEZ NOEL
7020 BEACON WAY
WESTMINSTER CO 80030-5631

CREASON MERLIN L
7021 ALCOTT ST
WESTMINSTER CO 80030-5622

CHRISTENSEN PETER K
7240 W CUSTER AVE NO 302
LAKEWOOD CO 80226-2779

CRESTVIEW WATER AND SANITATION DISTRICT
PO BOX 21299
DENVER CO 80221-0299

CROWDER DANIEL
906 W 69TH AVE
DENVER CO 80221-7045

FLATS AT MIDTOWN LLC AND
UVECTOR NORTH GATE LLC
3595 S TELLER ST STE 301
LAKEWOOD CO 80235-2029

CUBIAS REINA E
7060 CANOSA CT
WESTMINSTER CO 80030-5639

FLOTTE DEBRA
2570 FERN DR
WESTMINSTER CO 80030-5648

DAVIS MARILLOIS J
2670 FERN DR
WESTMINSTER CO 80030-5649

FORD ALBERT J
2840 W 67TH PL
DENVER CO 80221-2226

DEEMS RICHARD AND
MS KARRON
2833 W 67TH PLACE
DENVER CO 80221

FOX DAVID D AND FOX NANCY S
2520 W 66TH PL
DENVER CO 80221-2214

DELGADO GLORIA AND
DELGADO DARIO
7011 CLAY ST
WESTMINSTER CO 80030-5644

FRAZIER GARY W
2703 W 66TH PL
DENVER CO 80221-2217

DILLARD DAVID
PO BOX 242
DENVER CITY TX 79323-0242

GALLEGOS SHAWN J
7061 BRYANT WAY
WESTMINSTER CO 80030-5636

DURAN BONIFACIO E AND
DURAN ANNETTE D
2792 W 66TH PL
DENVER CO 80221-2218

GARCIA JEANIE MAE
2660 FERN DR
WESTMINSTER CO 80030-5649

DUZENACK CELINE T
7031 BEACON WAY
WESTMINSTER CO 80030-5630

GARCIA JUAN
3120 W 71ST AVE
WESTMINSTER CO 80030

EQUITY TRUST COMPANY
2841 W 66TH PL
DENVER CO 80221-2219

GARCIA MANUEL AND
GARCIA MARGARITA
990 HAZEL COURT
DENVER CO 80204

FAIRBANKS LINDA M AND
TRUJILLO RAYMOND G
2760 W 66TH PLACE
DENVER CO 80221

GARCIA MARTIN
7021 BRYANT ST
WESTMINSTER CO 80030

GARDUNO JASON
7071 BEACH ST
WESTMINSTER CO 80030-5626

GONZALEZ PEDRO JAUREGUI AND
GONZALEZ CAROLINA DE JAUREGUI
7067 BEACON WAY
WESTMINSTER CO 80030-5630

GARTZ KEVIN
2740 W 66TH PL
DENVER CO 80221

GOODWILL INDUSTRIES OF DENVER
6850 FEDERAL BLVD
DENVER CO 80221

GERBER DANA S AND
GERBER TRISHA
7011 ALLCOTT STREET
WESTMINSTER CO 80030

GOODWIN CHRISTOPHER P
6730 GREEN CT
DENVER CO 80221-2632

GOFORTH CHERYL A
7050 BEACH ST
WESTMINSTER CO 80030-5627

GOSA JOSHUA M AND
GOSA HOLLY E
7061 CLAY STREET
WESTMINSTER CO 80030

GOFORTH DANO ALLEN
2698 FERN DR
WESTMINSTER CO 80030-5649

GRAHAM EVELYN
7001 ALCOTT ST
WESTMINSTER CO 80030-5622

GONZALES FRANCINE M
2680 W 66TH PL
DENVER CO 80221

GRIMI LLC
1025 S MARSHALL STREET
LAKEWOOD CO 80226

GONZALEZ CARLOS AND
GUERRERO DIANA
2693 W 65TH PL
DENVER CO 80221-2201

GRISCKO APRIL D
7111 CLAY ST
WESTMINSTER CO 80030-5646

GONZALEZ JAVIER
7061 CANOSA COURT
WESTMINSTER CO 80030

GUTIERREZ EDUARDO AND MARIA ELSA
7001 CLAY ST
WESTMINSTER CO 80030-5644

GONZALEZ KELLY M
6761 GREEN CT
DENVER CO 80221-2631

HARTMAN KELLY L AND
HARTMAN JACKIE A
7010 CLAY ST
WESTMINSTER CO 80030-5645

GONZALEZ OLIVIA FELIX
7020 CLAY ST
WESTMINSTER CO 80030-5645

HELMER JOHN M AND
HELMER BARBARA R
7051 BEACH ST
WESTMINSTER CO 80030-5626

HERRERA ISIDRO AND
RODRIGUEZ ISAIAS PADILLA
6790 GREEN CT
DENVER CO 80221-2632

JDRE HOLDINGS LLC
6935 FEDERAL BLVD
DENVER CO 80221-2629

HILLEBRAND STEPHEN
7031 CANOSA CT
WESTMINSTER CO 80030-5638

JESTER MICHAEL LORIN
6720 GREEN CT
DENVER CO 80221-2632

HOUSING AUTHORITY OF THE COUNTY OF ADAMS
7190 COLORADO BLVD 6TH FLOOR
COMMERCE CITY CO 80022-1812

JJLC LLC
7151 FEDERAL BLVD
WESTMINSTER CO 80030-5510

HOWES CARLA M AND
HOWES TROY D
7091 CANOSA CT
WESTMINSTER CO 80030-5638

JONES JEFFRERY
6700 GREEN COURT
DENVER CO 80221

IJAMES RICHARD L AND EDWINA L TRUSTEES
OF IJAMES LIVING TRUST
7021 BEACON WAY
WESTMINSTER CO 80030

KEEL RICHARD B AND
KEEL SHARON D
7061 BEACON WAY
WESTMINSTER CO 80030-5630

INSKEEP CHARLES C AND
INSKEEP CLAUDETTE M
2620 W 66TH PL
DENVER CO 80221-2218

KELLOGG EDWIN AND
KELLOGG DIANE
6961 CLAY ST
WESTMINSTER CO 80030-5642

INSY KHAMNOUJANE
6991 CLAY STREET
WESTMINSTER CO 80030

KELLOGG EUGENE D
2700 W 66TH PLACE
DENVER CO 80221

JAIME EDI S AND
JAIME SANDRA V
2702 W 66TH PL
DENVER CO 80221-2218

KHANTHAVONG KHONG AND
LEE THAM
6971 CLAY ST
WESTMINSTER CO 80030-5642

JAMSAY RAYMOND JR AND
JAMSAY JUDITH A
7031 CLAY ST
WESTMINSTER CO 80030-5644

KOLB RONALD F AND KOLB DIANE H AND
KOLB AARON M
7071 BEACON WAY
WESTMINSTER CO 80030-5630

JARAMILLO LUCIO AND
JARAMILLO ELOISA M
7091 CLAY ST
WESTMINSTER CO 80030-5644

KRUPP, GLASSMAN AND GLASSMAN
C/O KEN JACKSON AND ASSOCIATES
425 S CHERRY ST SUITE 500
DENVER CO 80246

KUNUGI JANE S
7050 CLAY ST
WESTMINSTER CO 80030-5645

LUCERO LORRAINE
7071 CLAY ST
WESTMINSTER CO 80030-5644

LA CRUE GLORIA J
6780 GREEN CT
DENVER CO 80221-2632

LUIS ROSA
9230 IRVING ST
WESTMINSTER CO 80031-2729

LARIOS ROGELIO ROSALES
6789 GREEN CT
DENVER CO 80221-2631

MAESTAS SANDRA
PO BOX 2
DUPONT CO 80024

LARSON RICHARD JOSEPH AND
NELSON CONSTANCE MARIE
7050 CANOSA CT
WESTMINSTER CO 80030-5639

MAILLOUX JACQUES
2830 W 67TH PLACE
DENVER CO 80221

LAZCANO ADOLFO AND
BOJA GLORIA
7010 BEACON WAY
WESTMINSTER CO 80030-5631

MAKUH BEN TAYLOR AND
MAKUH KYLIE RAE
7040 CLAY ST
WESTMINSTER CO 80030-5645

LITTLE EARL J AND
WARLING PATRICIA
7030 BRYANT WAY
WESTMINSTER CO 80030-5637

MARQUEZ DANIEL L AND
MARQUEZ SUZANNA M
2641 W 65TH PL
DENVER CO 80221-2201

LIVINGSTON SHIRLEY JUNE
7060 BEACON WAY
WESTMINSTER CO 80030-5631

MARQUEZ JAMES VICTOR AND
MARQUEZ LISA K
2661 W 66TH PL
DENVER CO 80221

LOERA DE GURROLA MARIA /LOERA MANUEL AND
GURROLA TOCA JOSE MANUEL
2630 FERN DR
WESTMINSTER CO 80030-5649

MARTINEZ ANTHONY AND
MARTINEZ TINA R
7051 CLAY ST
WESTMINSTER CO 80030-5644

LOPEZ JOSEPH AND LOPEZ TOBIAS D AND
LOPEZ SERBULA M
2710 W 66TH PL
DENVER CO 80221-2218

MARTINEZ DAMARIS
3613 S FLANDERS ST
AURORA CO 80013-3949

LOPEZ SERBULA M AND
LOPEZ TOBIAS DAVID
2710 W 66TH PL
DENVER CO 80221-2218

MARTINEZ JAMES P
2850 W 66TH PL
DENVER CO 80221

MARTINEZ TRINIDAD B
6950 CLAY ST
WESTMINSTER CO 80030-5643

MULLBERRY PROPERTIES LLC
8781 SHERIDAN BLVD NO 125
ARVADA CO 80003-1440

MATA JOSE
2816 W 66TH PL
DENVER CO 80221-2220

NEW DIRECTION IRA VANNA ROBBINS IRA
1070 W CENTURY DR APT 101
LOUISVILLE CO 80027

MATLACK ANTHONY W
6660 DECATUR
DENVER CO 80221

NEYENS EUGENE M
2570 W 66TH PL
DENVER CO 80221-2214

MAXEY STEVEN D AND
KAISER JULIE M
7874 S JOHNSON CT
LITTLETON CO 80127

NGC DEVELOPMENT LLC
2404 N RIO GRANDE AVE
ORLANDO FL 32804-4828

MC MANAMAN JERRY LEE AND
MC MANAMAN SHIRLEY ANN
7090 CLAY ST
WESTMINSTER CO 80030-5645

NGUYEN CHUAN VAN
7031 BEACH ST
WESTMINSTER CO 80030-5626

MEJIA ESTANISLAO PERIERA AND
VALENCIANA NORA ELVIA RAMOS
630 S DAYTON ST STE 7-301
DENVER CO 80247

NORTHGATE FEDERAL LP
2404 N RIO GRANDE AVE
ORLANDO FL 32814

MONTOYA TROY E
6665 DECATUR ST
DENVER CO 80221-2227

OLIVAS DENNIS L
7060 AVRUM DRIVE
DENVER CO 80221

MORENO ROLANDO
6685 DECATUR STREET
DENVER CO 80221

OLIVAS GREGORY K
2885 W 65TH PL UNIT A
DENVER CO 80221-2244

MORTENSEN ROY LYNN AND
MORTENSEN LOUETTA S
7081 CANOSA CT
WESTMINSTER CO 80030-5638

PADILLA AZALIA
6981 CLAY ST
WESTMINSTER CO 80030-5642

MOWINSKI DAN AND
LIKENS KIMBERLY
2581 W 66TH PL
DENVER CO 80221-2213

PEREZ JOE F AND
AGUIRRE ADRIANA L
7010 CANOSA COURT
WESTMINSTER CO 80030

PERITO GERALD CLYDE JR TRUST
C/O TERLIYN R ASBERY
3061 W 92ND AVE UNIT 8F
WESTMINSTER CO 80031

RAMI INC
PO BOX 281267
LAKEWOOD CO 80228-8267

PETERSON DENNIS G
2853 W 67TH PL
DENVER CO 80221-2225

RAP WEST LLC
C/O RAPPAPORT REAL ESTATE
591 STEWART AVE STE 100
GARDEN CITY NY 11530-4702

PETRALIA GEORGE
5380 FEDERAL BLVD
DENVER CO 80221-1143

RHINER GERALD D
6981 FEDERAL BLVD
DENVER CO 80221

PHILLIPS TERESA MICHELLE
7080 BRYANT WAY
WESTMINSTER CO 80030-5637

RIOS-ORTEGA GERZAIN
7011 BRYANT WAY
WESTMINSTER CO 80030-5636

PHONTAVEE BOUNCHANH C
7070 BRYANT WAY
WESTMINSTER CO 80030-5637

ROBINSON JAMES E AND
ROBINSON SHARON A
8225 W 67TH PL
ARVADA CO 80004-3386

POMPONIO TERRACE HOLDINGS LLC
ATTN JAMES R MERLINO
1140 US HIGHWAY 287 APT 400-125
BROOMFIELD CO 80020-7080

RODARTE CARMEN SILVA AND
RODARTE PEDRO
1447 W 101ST PL
NORTHGLENN CO 80260-6229

PRESIDENTIAL CAPITAL CORPORATION
C/O ROBERT W COYLE
18199 E 160TH AVE
BRIGHTON CO 80601

ROJO LINDA LOU
2550 W 66TH PL
DENVER CO 80221-2214

PURNELL JOSEPH AND
CLOUD ERIC
7071 BRYANT WAY
WESTMINSTER CO 80030-5636

RSM INVESTMENT CO LLC
1770 E 69TH AVE
DENVER CO 80229

RAGSDALE DORIS FAMILY TRUST THE
8610 W 32ND PL
WHEAT RIDGE CO 80033-5941

SALVATION ARMY THE
PO BOX 2369
DENVER CO 80201

RAIGOSA DANIEL SR AND
RAIGOSA OLIVIA
2705 W 65TH PLACE
DENVER CO 80221

SAMORA NAOMI R
2580 FERN DR
WESTMINSTER CO 80030-5648

SANDOVAL CLAUDIO VELASCO
1585 S TEJON STREET
DENVER CO 80233

STAMPFL FRANZ AND
STAMPFL IRMA
7041 BRYANT WAY
WESTMINSTER CO 80030-5636

SANDOVAL DARLENE D
7021 CANOSA CT
WESTMINSTER CO 80030-5638

STEHLE BRANDON W
6791 GREEN CT
DENVER CO 80221-2631

SANDOVAL DEIDRA AND
TORREZ GABRIEL
21543 E 43RD AVE
DENVER CO 80249-7276

STONEBOX 71 LLLP
5340 WATERSTONE DR
BOULDER CO 80301-6503

SANTELLA DONNA LYNN
2681 W 66TH PL
DENVER CO 80221-2217

STRONG CAPITAL V LP
5910 NORTH CENTRAL EXPRESSWAY SUITE 1580
DALLAS TX 75206

SCHMIDT RYAN
7030 CLAY ST
WESTMINSTER CO 80030-5645

TOLZMANN JUSTIN
7011 BEACH ST
WESTMINSTER CO 80030-5626

SCHNUR VICTOR M
7040 BRYANT WAY
WESTMINSTER CO 80030-5637

TRAN DUC VAN AND
TRAN NHU THI
6260 W 98TH DR
WESTMINSTER CO 80021

SCHREITER THOMAS
7060 CLAY ST
WESTMINSTER CO 80030-5645

TUROWSKI MARK A
7000 BRYANT WAY
WESTMINSTER CO 80030

SIMMONS MARY E
7020 BEACH ST
WESTMINSTER CO 80030-5627

TWO FUSES LLC
347 FOREST ST
DENVER CO 80220-5752

SMITH WALTER W
7041 BEACON WAY
WESTMINSTER CO 80030-5630

U-STORE-IT LP
PTA USI NO. 769
PO BOX 320099
ALEXANDRIA VA 22320

SOTO JESUS E AND
SOTO LETICIA A
19549 E 40TH PL
DENVER CO 80249-7171

VALDEZ ADELLA/TIMOTHY/FRANCES/JOAN AND
VALDEZ DANIEL/KATHERINE
7160 BERTHOUD ST
WESTMINSTER CO 80030-5633

VALLERO THOMAS J AND
KENTNER ELIZABETH V
2610 FERN DRIVE
WESTMINSTER CO 80030

VILLA FRANK
6951 CLAY ST
WESTMINSTER CO 80030-5642

VALVERDE TRICIANN
7081 CLAY ST
WESTMINSTER CO 80030-5644

VON FELDT BRUCE J
7040 BEACH ST
WESTMINSTER CO 80030

VAN DUSEN NICHOLAS A
7011 CANOSA CT
WESTMINSTER CO 80030-5638

WANCZYK ROSEMARIE J
7051 BRYANT WAY
WESTMINSTER CO 80030-5636

VAZQUEZ JESUS AND
RODRIGUEZ JOSE
7041 BEACH ST
WESTMINSTER CO 80030

WANCZYK ROSEMARIE J
7050 BRYANT WAY
WESTMINSTER CO 80030-5637

VENEGAS ODILON AND
VENEGAS MARIA ISABEL GANDARA
7041 CLAY ST
WESTMINSTER CO 80030-5644

WELLS CHARLES J AND
WELLS SHARON L
2580 W 66TH PL
DENVER CO 80221-2214

VERHEY JOAN KAY/VERHEY NICKOLAS
BLAIR AND VERHEY WADE MERLIN
7851 IRVING ST
WESTMINSTER CO 80030-4230

WELLS CHARLES J AND
WELLS SHARON
2580 W 66TH PL
DENVER CO 80221-2214

VERHEY RICHARD J AND
VERHEY JANETTE M
116 KRAMERIA ST
DENVER CO 80220-5929

WELLS CHARLES J JR AND
WELLS SHARON
2580 W 66TH PLACE
DENVER CO 80221

VERHEY RICHARD J/JANETTE M/RICHARD J
VERHEY JANETTE M
116 KRAMERIA ST
DENVER CO 80220-5929

WEST ROGER A
7081 BEACON WAY
WESTMINSTER CO 80030-5630

VIGIL DON A
7050 BEACON WAY
WESTMINSTER CO 80030-5631

WESTKAMP RONALD F AND
WESTKAMP PATRICIA A
7001 BRYANT WAY
WESTMINSTER CO 80030-5636

VIGIL ODELIA
2650 W 66TH PL
DENVER CO 80221-2218

WHITE MICHAEL AND
MCELHINNEY SARAH
7060 BRYANT WAY
WESTMINSTER CO 80030

WHITMAN SHAWN A
7071 CANOSA CT
WESTMINSTER CO 80030-5638

YANG CHEE AND
YANG PAZUA
7051 BEACON WAY
WESTMINSTER CO 80030-5630

YANG SIAGE AND YANG BLIA
2620 FERN DR
WESTMINSTER CO 80030-5649

Adams County
Attn: Planning Addressing
PLN

COLO DIV OF MINING RECLAMATION AND SAFETY
Attn: ANTHONY J. WALDRON - SENIOR ENV
DEPT. OF NATURAL RESOURCES
1313 SHERMAN ST, #215
DENVER CO 80203

Adams County Construction Inspection
Attn: PWCI .
PWCI

COLO DIV OF WATER RESOURCES
Attn: Joanna Williams
OFFICE OF STATE ENGINEER
1313 SHERMAN ST., ROOM 818
DENVER CO 80203

Adams County Development Services - Building
Attn: Justin Blair
JBlair@adcogov.org

COLO DIV OF WATER RESOURCES
Attn: Joanna Williams
OFFICE OF STATE ENGINEER
1313 SHERMAN ST., ROOM 818
DENVER CO 80203

Adams County Fire Protection District
Attn: Marshall Fire
8055 N. WASHINGTON ST.
DENVER CO 80229

COLORADO DEPT OF TRANSPORTATION
Attn: Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222

Adams County Fire Protection District
Attn: Marshall Fire
8055 N. WASHINGTON ST.
DENVER CO 80229

COLORADO GEOLOGICAL SURVEY
Attn: Jill Carlson
1500 Illinois Street
Golden CO 80401

Adams County Treasurer: Send email
Attn: Adams County Treasurer
bgrimm@adcogov.org

Colorado Geological Survey: CGS_LUR@mines.edu
Attn: Jill Carlson
Mail CHECK to Jill Carlson

Century Link, Inc
Attn: Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221

COMCAST
Attn: JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260

CITY OF WESTMINSTER
Attn: Andy Walsh
4800 W 92nd Avenue
WESTMINSTER CO 80031

COUNTY ATTORNEY- Email
Attn: Christine Francescani
CFrancescani@adcogov.org

CITY OF WESTMINSTER
Attn: MAC CUMMINS
4800 W 92ND AVE.
WESTMINSTER CO 80031

Crestview Water & Sanitation
Attn: Patrick Stock
PO Box 21299
Denver CO 80221-0299

Code Compliance Supervisor
Attn: Eric Guenther
eguenther@adcogov.org

Engineering Department - ROW
Attn: Transportation Department
PWE - ROW

Engineering Division
Attn: Transportation Department
PWE

TRI-COUNTY HEALTH DEPARTMENT
Attn: MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022

GOAT HILL
Attn: SHARON WHITEHAIR
2901 W 63RD
AVE SP:0047
DENVER CO 80221

TRI-COUNTY HEALTH DEPARTMENT
Attn: Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111

HYLAND HILLS PARK & REC DISTRICT
Attn: TERRY BARNHART - PLANNER
8801 North Pecos Street
DENVER CO 80260

Tri-County Health: Mail CHECK to Sheila Lynch
Attn: Tri-County Health
landuse@tchd.org

METRO WASTEWATER RECLAMATION
Attn: CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229

UNITED STATES POST OFFICE
Attn: MARY C. DOBYNS
56691 E COLFAX AVENUE
STRASBURG CO 80136-8115

NS - Code Compliance
Attn: Andy San Nicolas
asannicolas@adcogov.org

US EPA
Attn: Stan Christensen
1595 Wynkoop Street
DENVER CO 80202

Parks and Open Space Department
Attn: Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org

WESTMINSTER FIRE DEPT.
Attn: CAPTAIN DOUG HALL
9110 YATES ST.
WESTMINSTER CO 80031

PERL MACK NEIGHBORHOOD GROUP
Attn: DAN MICEK - PRESIDENT
7294 NAVAJO ST.
DENVER CO 80221

WESTMINSTER SCHOOL DISTRICT #50
Attn: Jackie Peterson
7002 Raleigh Street
WESTMINSTER CO 80030

REGIONAL TRANSPORTATION DIST.
Attn: CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

SHERIFF'S OFFICE: SO-HQ
Attn: MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog
snielson@adcogov.org

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

Sheriff's Office: SO-SUB
Attn: SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org

Pomponio Terrace Filing 1 and 2

PRC2016-00004

October 4, 2016

Board of County Commissioners

Community and Economic Development

Case Manager: Emily Collins



Requests

1. Final Development Plan (FDP) to allow **126 lots** on approximately 21.4 acres in the P-U-D zone district
2. Major Subdivision (Final Plat) to create 74 lots on approximately 11.791 acres
3. Major Subdivision (Final Plat) to create 52 lots on approximately 8.323 acres
4. SIA for Filing No.1 and SIA Filing No. 2.



LEGEND

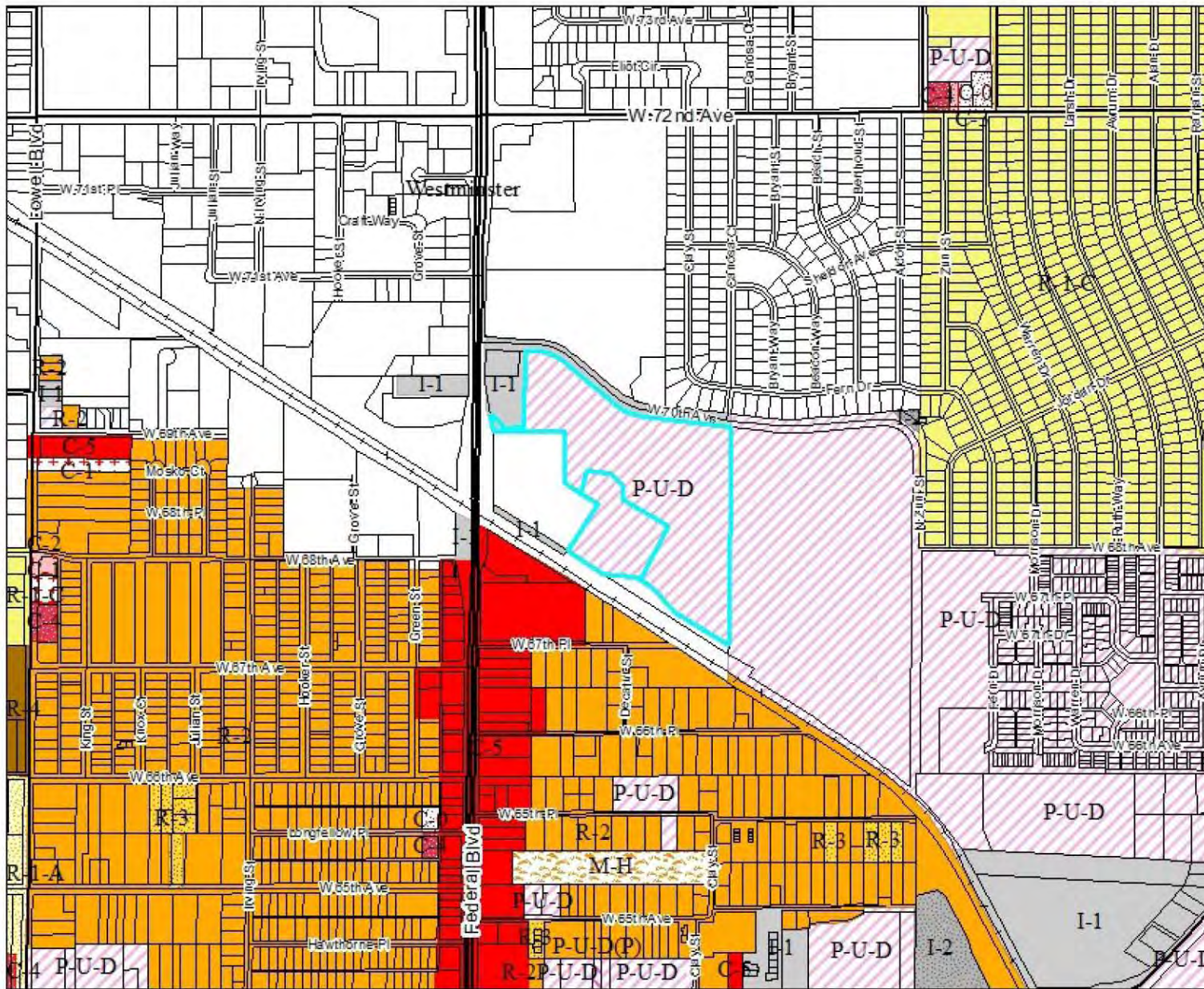
- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- ⊞ Airport Noise Overlay
- ⊞ Incorporated Areas

Pomponio Terrace Filing 1 & 2
PRC2016-00004

N

 For display purposes only.

ADAMS COUNTY
 This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy.



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

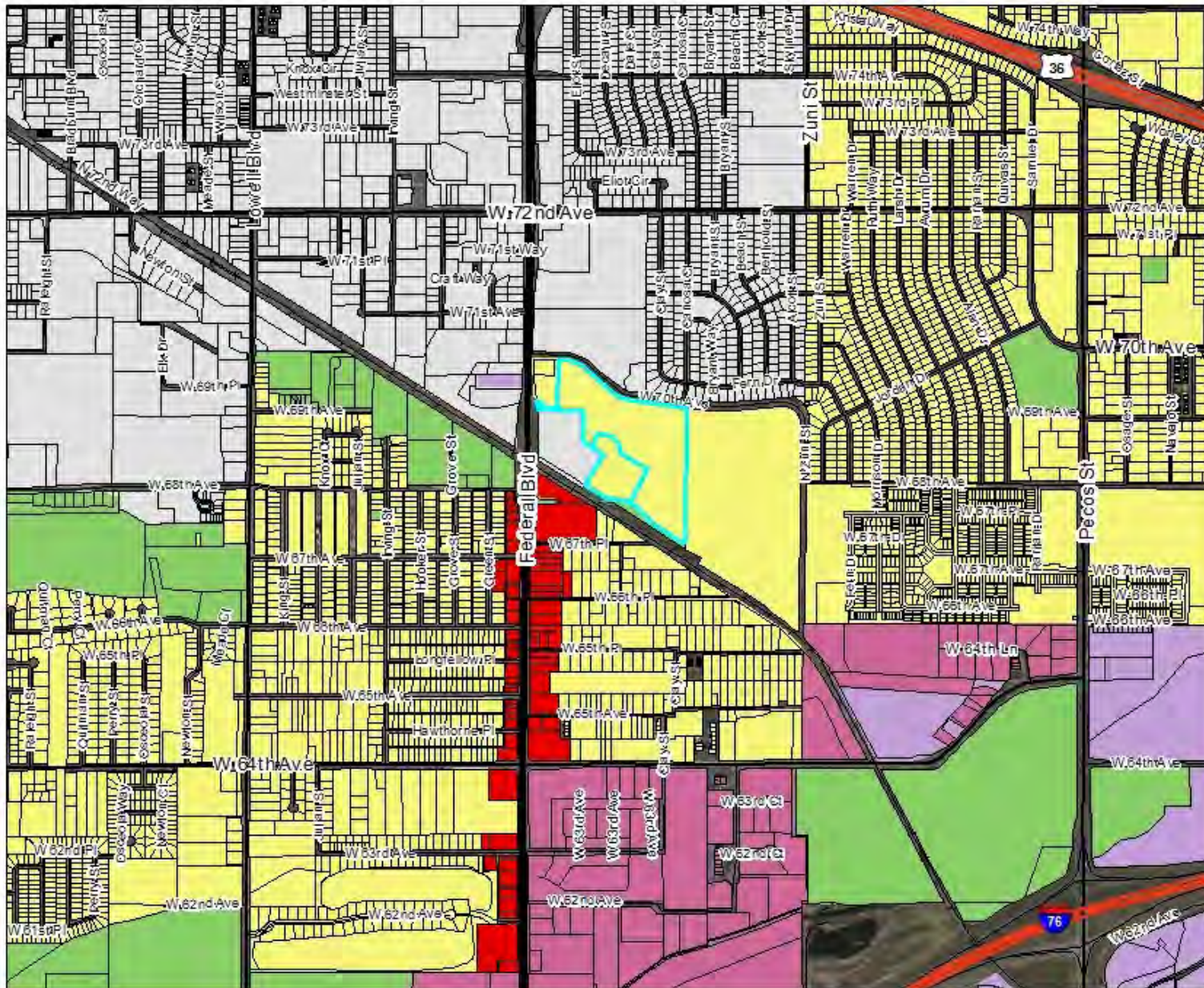
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Pomponio Terrace Filing 1 & 2
PRC2016-00004

N

 For display purposes only.

ADAMS COUNTY
COLORADO
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Urban Residential

- Single and multi-family
- Near transportation services

Pomponio Terrace Filing 1 & 2

PRC2016-00004



For display purposes only.



ADAMS COUNTY
COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy.

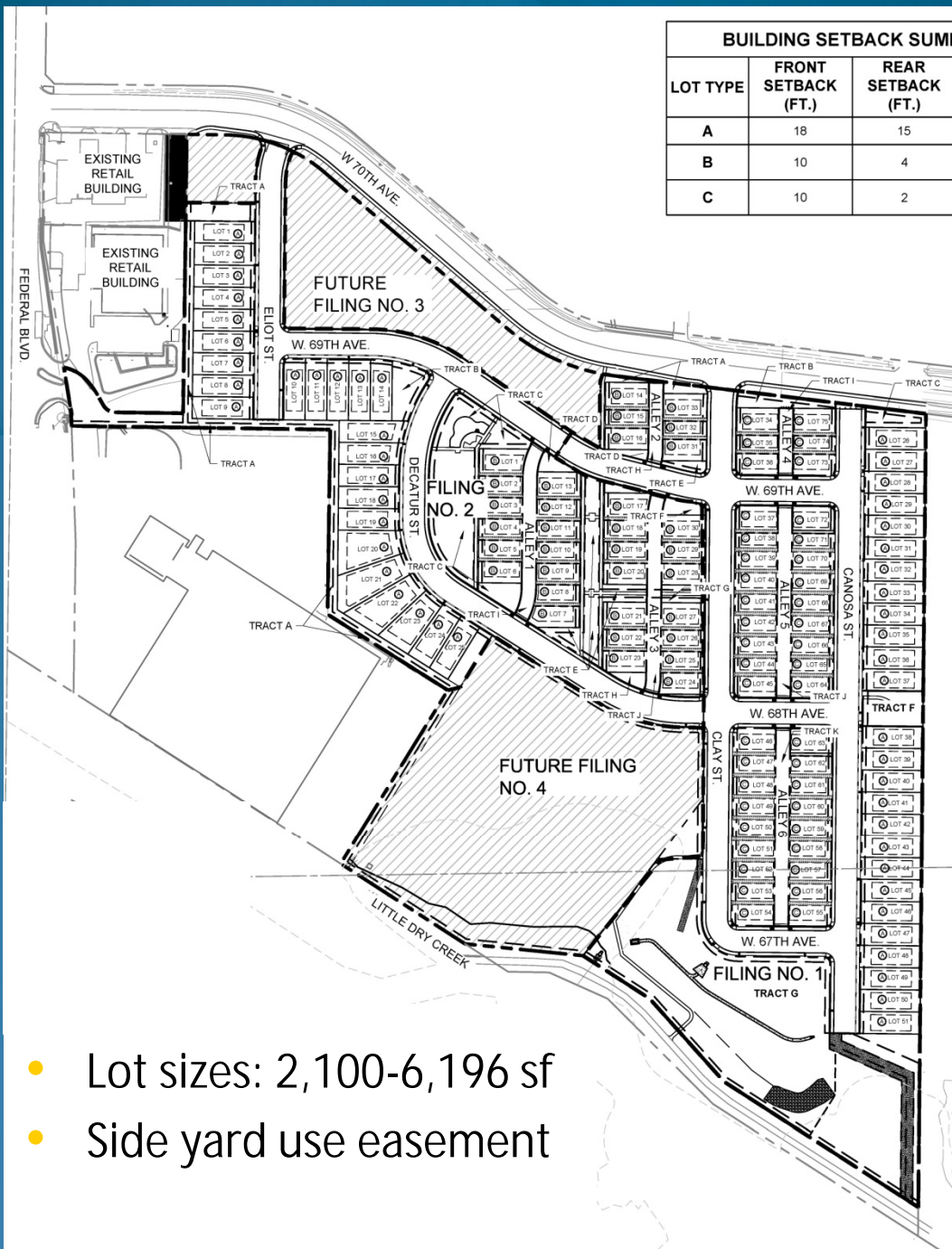
Background

- Previous Approvals:
 - PDP and plat approved in 2014
 - Maximum 248 single-family units
 - Metropolitan District approved April 26, 2016
- Site & Surrounding area:
 - Approximately 21.4 acres
 - Federal Blvd. and Westminster Station (west)
 - Midtown and Little Dry Creek Trail (east and south)

Final Development Plan

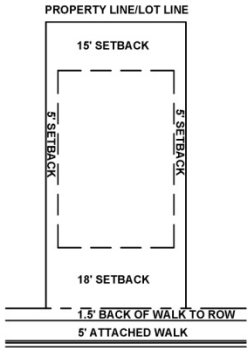
Section 2-02-10-04

1. Conforms with the Comprehensive Plan
2. Conforms to the P.U.D. standards
3. Consistent with any approved PDP
4. Approved construction plans

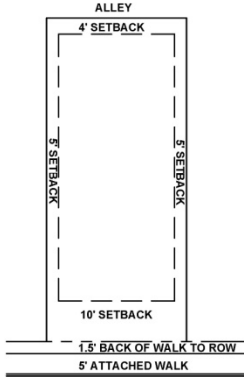


BUILDING SETBACK SUMMARY			
LOT TYPE	FRONT SETBACK (FT.)	REAR SETBACK (FT.)	SIDE SETBACK (FT.)
A	18	15	5
B	10	4	5
C	10	2	5

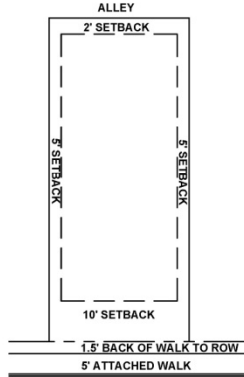
LOT TYPE	QUANTITY
A SINGLE FAMILY DETACHED FRONT-LOADED LOT	51
B SINGLE FAMILY DETACHED REAR-LOADED LOT (4' REAR SETBACK)	33
C SINGLE FAMILY DETACHED REAR-LOADED LOT (2' REAR SETBACK)	42
TOTAL	126



TYPE A FRONT-LOADED LOT SETBACKS
NOT TO SCALE

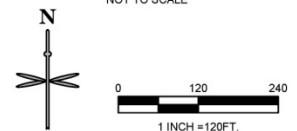


TYPE B REAR-LOADED LOT SETBACKS
NOT TO SCALE



TYPE C REAR-LOADED LOT SETBACKS
NOT TO SCALE

- Lot sizes: 2,100-6,196 sf
- Side yard use easement



FILE NO. _____
MAP NO. _____
RECEPTION NO. _____

Rear Loaded Homes

stone brown siding brown white grey
COLOR SCHEME #5



TYPICAL REAR-LOADED HOME

CARDEL Pomponio Terrace

- 1,100-1,400 sf
- 75 units total

*Design Review Committee

Front Loaded Homes



TYPICAL FRONT-LOADED HOME

CARDEL Pomponio Terrace

- 1,300-1,500 sf
- 51 units total

*Design Review Committee

Parking Plan

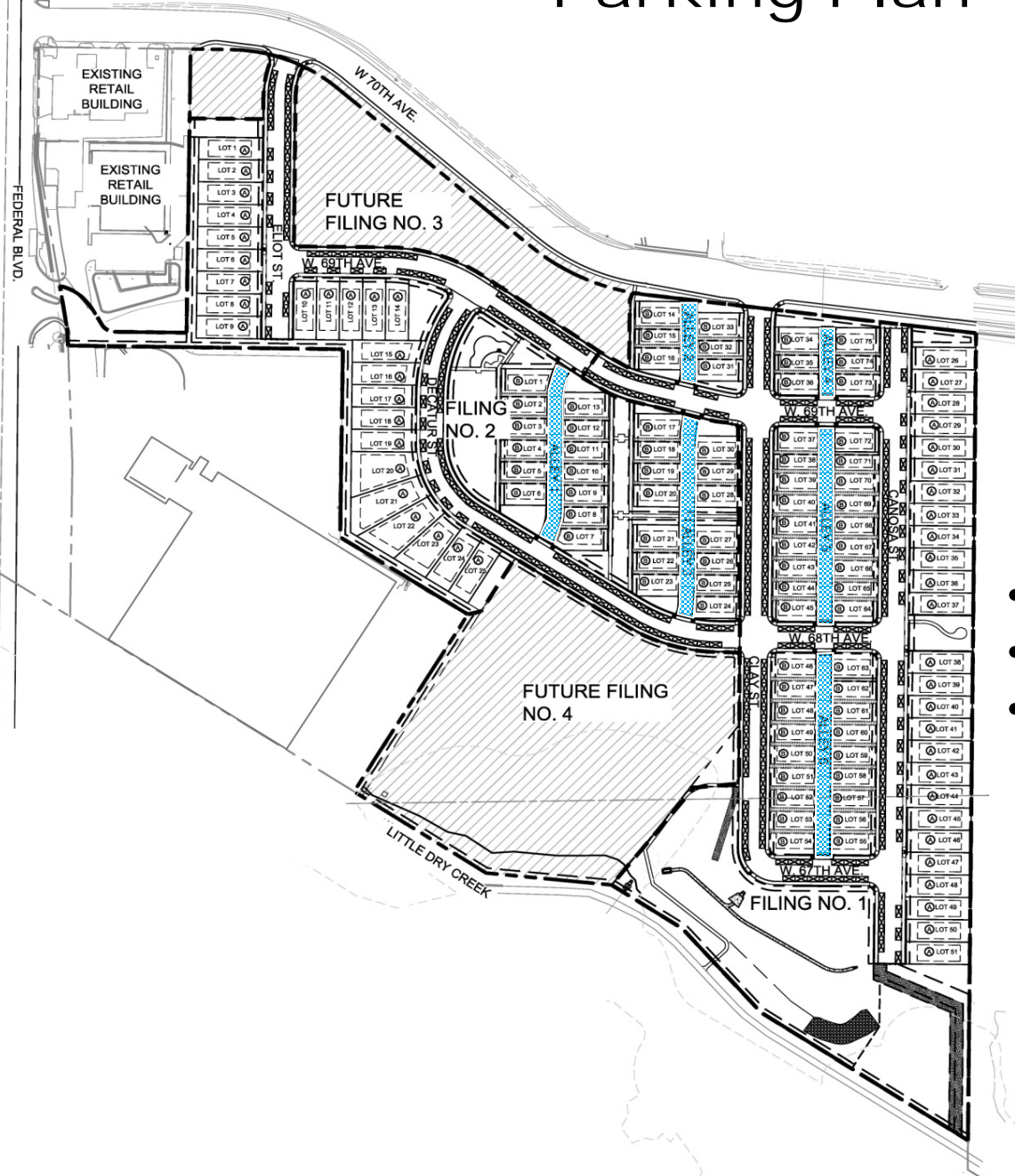


**STREET PARKING
SPACE SIZE**

- TOTAL ON-STREET PARKING SPACES = 324
- LOT A PARKING (4 OFF-STREET SPACES):
 - 2 GARAGE SPACES
 - 2 DRIVEWAY SPACES (SEE NOTE 1)
- LOT B PARKING (3 OFF-STREET SPACES):
 - 2 GARAGE SPACES (SEE NOTE 2)
- TOTAL PARKING SPACES: 688
- AVERAGE PARKING SPACES PER LOT (126 LOTS): 5.5

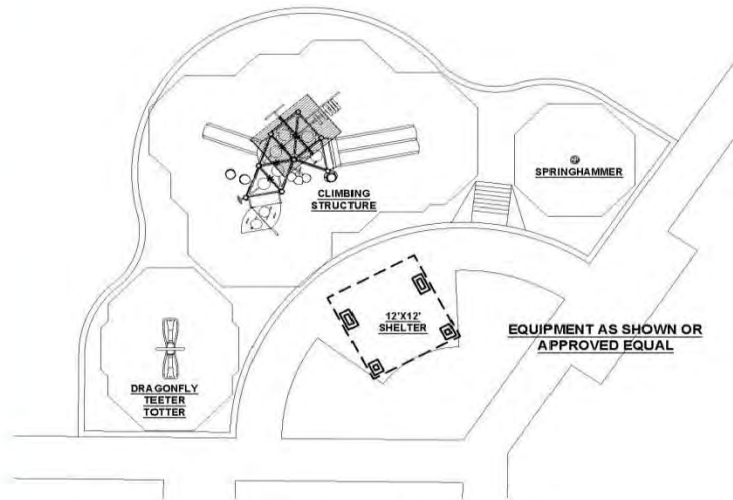
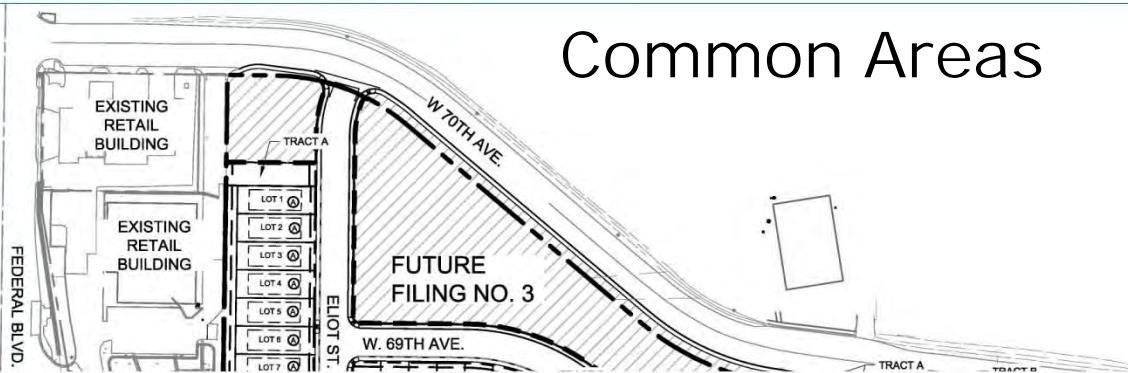
NOTES:

1. 18-FT SETBACK FOR FRONT LOADED "A" LOTS WILL ACCOMMODATE FOR A 19.5-FT DRIVEWAY (ROW IS 1.5-FT BEHIND THE BACK OF WALK), WHICH IS GREATER THAN THE COUNTY'S TYPICAL PARKING SPACE DEPTH OF 19'.
2. NO PARKING WILL BE ALLOWED IN THE ALLEYS OR IN THE REAR SETBACKS FOR THE REAR LOADED "B" LOTS.

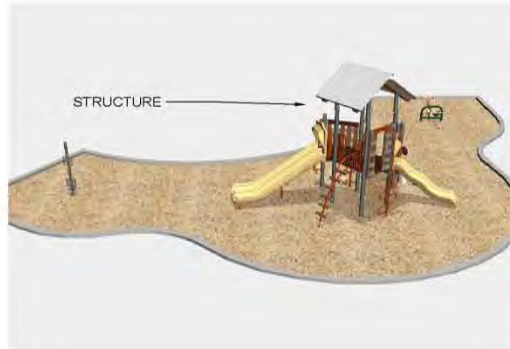


- 2 spaces per dwelling
- Overall ratio of 5.4/unit
- Total of 678 spaces
 - 324 on-street
 - 354 off-street
- No parking in alleys

Common Areas

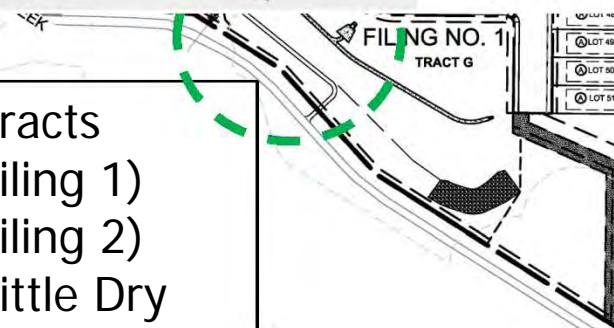


7 PLAYGROUND LAYOUT & EQUIPMENT
LOCATED IN LINEAR PARK, TYPICAL - SUBJECT TO CHANGES NOT TO SCALE



6 12' X 12' SHELTER
LOCATED IN LINEAR & PICNIC PARKS, TYPICAL - SUBJECT TO CHANGE NOT TO SCALE

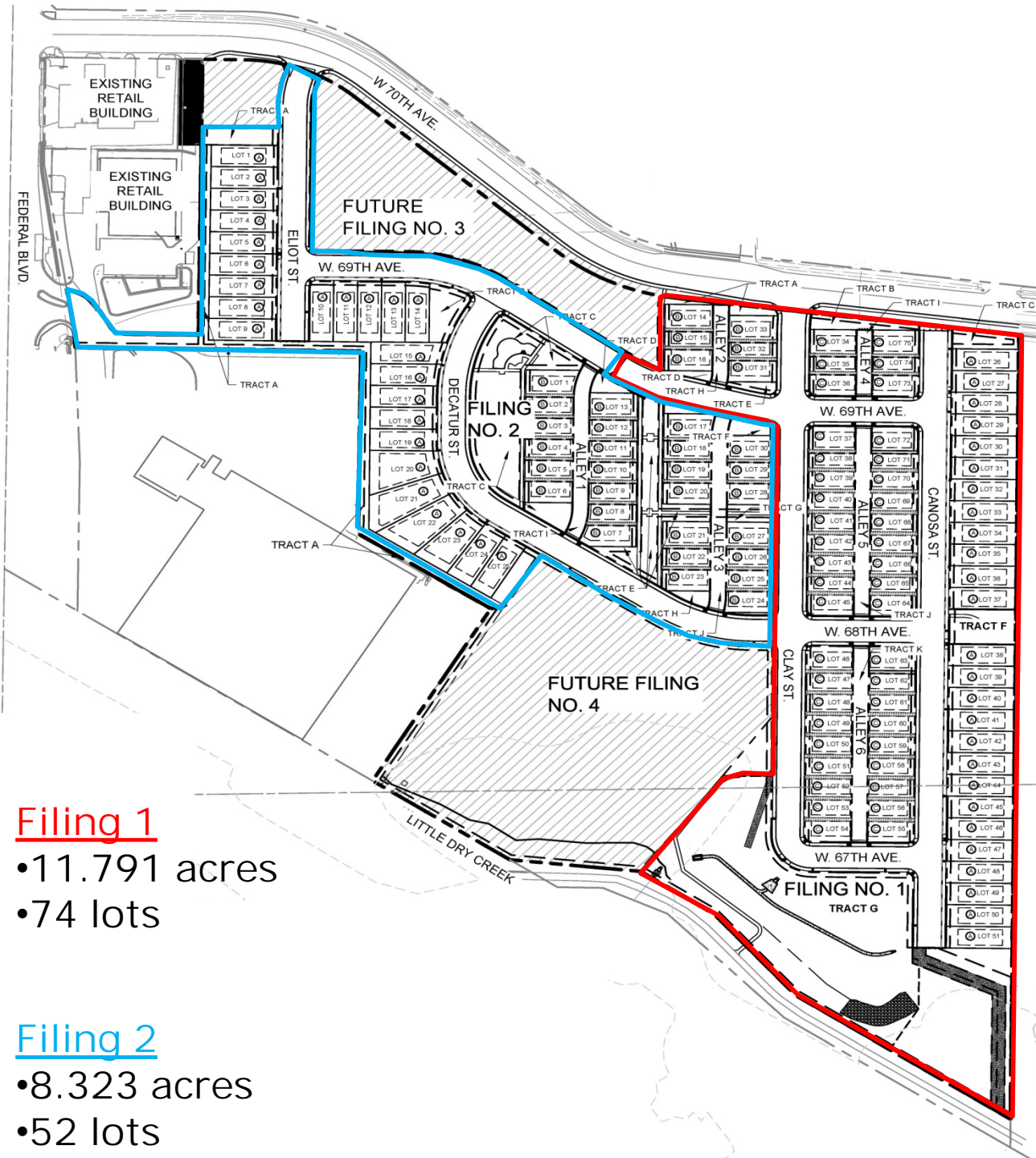
- Streetscape/ landscape tracts
- 0.13-acre pocket park (Filing 1)
- 0.64-acre pocket park (Filing 2)
- 5 ft trail connection to Little Dry



Major Subdivision-Final Plat

Section 2-02-17-04

1. Conforms to approved preliminary plat
2. Conforms to subdivision design standards
3. Sufficient water supply
4. Sufficient public sewage
5. Identify any topographical conditions
6. Adequate drainage improvements
7. Adequate public infrastructure and collateral



Filing 1

- 11.791 acres
- 74 lots

Filing 2

- 8.323 acres
- 52 lots

Major Subdivision-Final Plat

- Adequate public infrastructure to support the development is required
 - SIA with associated collateral
- Applicant has requested a **continuance** of the final plats to allow additional time to secure required collateral

North from 70th Ave.



NW from 70th Ave.





South from 70th Ave.



East into site



South from 70th



North from 70th



Referral Comments

- Xcel, Tri-County, USGS, Parks and Wildlife, Westminster Fire:
 - No concerns
- City of Westminster
 - Preference for main access (via light at 69th and Federal)
- Development Services Engineering:
 - Final site construction and drainage plans approved
- Property Owners within 1,000 ft:

Notifications Sent	Comments Received
223	0

Recommendation

- Complies with all criteria for FDP
- Compatible with surrounding area
- Compatible with Comprehensive Plan

- Staff recommends **Approval (FDP)** based on 4 Findings-of-Fact and 2 Notes.

- Staff recommends **Continuance (Final Plats)**

69th and Federal Intersection

