

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 17th day of March, 2015 there were present:

Charles "Chaz" Tedesco	Chair
Steve O'Dorisio	Excused
Eva J. Henry	Commissioner
Erik Hansen	Commissioner
Jan Pawlowski	Commissioner
Heidi Miller	County Attorney
Erica Hannah, Deputy	Clerk of the Board

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

RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT (SIA)
BETWEEN ALPINE WASTE AND ADAMS COUNTY FOR SUBDIVISION
IMPROVEMENTS

Resolution 2015-131

WHEREAS, the Development Standards and Regulations of the County of Adams, State of Colorado, require a developer to enter into a Development Agreement for the construction of certain public and private improvements; and,

WHEREAS, Alpine Waste is the owner of certain real property known as the Alpine Executive Park, Case No. PLT2015-00002; and,

WHEREAS, the County and the Developer desire to enter into a Subdivision Improvement Agreement for the improvements at the Alpine Executive Park Subdivision parcel; and,

WHEREAS, the Developer has provided appropriate collateral; and

WHEREAS, the Adams County Transportation Department recommends approval of the attached Subdivision Improvement Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Subdivision Improvement Agreement with Alpine Waste, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

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

Tedesco	_____	Aye
O'Dorisio	_____	Excused
Henry	_____	Aye
Hansen	_____	Aye
Pawlowski	_____	Aye
Commissioners		

STATE OF COLORADO)
County of Adams)

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

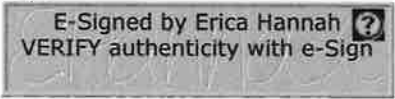
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 17th day of March, A.D. 2015.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By:



Deputy

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and Hired Hand Denver LLC, 7381 Washington Street, Denver, Colorado 80229, hereinafter called "Developer".

WITNESSETH:

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

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

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B". Developer will relocate the diesel fueling island to a location within the general area depicted on Exhibit "C".
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The County may for good cause, grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only.
5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$377,721.54, including twenty percent (20%) to cover administration, five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the BoCC, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No Building Permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the BoCC.
6. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, shall become necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer shall not have undertaken with due diligence to make the same, the County may make such repairs or

replacements at the Developer's expense. In the case of an emergency such written notice may be waived.

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

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

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

Public Improvements:

See Exhibit "B" for detailed descriptions, estimated quantities and estimated construction costs.

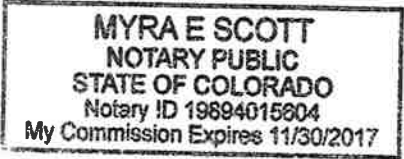
The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

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

15 feet in width adjacent to and immediately south of the existing East 74th Ave. right-of-way from Colorado Agricultural Canal to North Washington Street, as shown on the final plat.

Name/s
HIRED HAND DENVER, LLC
By: [Signature] By: _____
Name: Alek Orloff
Title: Partner

The foregoing instrument was acknowledged before me this 17 day of March, 2015, by Alek Orloff as Partner of Hired Hand Denver, LLC.
My commission expires: 11/30/17
Address: 4430 S. Adams County Pkwy Myra E. Scott
Brighton, CO 80601 Notary Public



APPROVED BY resolution at the meeting of March 17th, 2015.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$377,721.54. No Building Permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:
[Signature]
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO
[Signature]
Chairman

EXHIBIT A

Legal Description: ALPINE EXECUTIVE PARK

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER NORTH 00°04'02" WEST, A DISTANCE OF 715.85 FEET TO AN INTERSECTION WITH THE EASTERLY PROJECTION OF THE NORTHERLY LINE OF AMENDED BOYER COFFEE SUBDIVISION RECORDED AUGUST 11, 2003 AT RECEPTION NO. C1190981 IN THE RECORDS OF THE CLERK AND RECORDER'S OFFICE OF SAID COUNTY AND STATE AND SAID EAST LINE;

THENCE DEPARTING SAID EAST LINE ALONG SAID NORTHERLY PROJECTION SOUTH 89°47'16" WEST, A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF WASHINGTON STREET AS DEDICATED IN THAT CERTAIN WARRANTY DEED RECORDED FEBRUARY 23, 2005 AT RECEPTION NO. 20050223000182630 OF SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY LINE OF SAID AMENDED BOYER COFFEE SUBDIVISION SOUTH 89°47'16" WEST, A DISTANCE OF 635.29 FEET TO THE MOST NORTHERLY CORNER OF SAID AMENDED BOYER COFFEE SUBDIVISION, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 25 AS DEPICTED ON DEPARTMENT OF TRANSPORTATION STATE OF COLORADO FEDERAL AID PROJECT NO. IM-IR (CX) 025-3 (107) PHASE I RIGHT-OF-WAY PLAN;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. NORTH 28°31'19" WEST, A DISTANCE OF 575.67 FEET;
2. NORTH 24°47'50" EAST, A DISTANCE OF 89.43 FEET TO THE SOUTHERLY RIGHT OF WAY OF EAST 74 AVENUE AS DEDICATED IN THAT CERTAIN QUIT CLAIM DEED RECORDED DECEMBER 12, 1984 AT BOOK 2946 PAGE 9 OF SAID RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 89°49'19" EAST, A DISTANCE OF 831.98 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID WASHINGTON STREET, SAID POINT BEING THE NORTHWEST CORNER OF SAID WARRANTY DEED;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 53°24'53" EAST, A DISTANCE OF 49.86 FEET;
2. SOUTH 00°04'02" EAST, A DISTANCE OF 557.51 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT B

Engineer's Opinion of Estimated Costs

Project Name:Alpine Waste Public Improvements

Job Number:020032

Project Description:SW Corner of Washington Street and 74th Ave

Date:2/25/2015

Prepared By:KJS

Checked By:LJT

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
	Washington Street				
	Traffic Control	1	LS	\$10,000.00	\$10,000.00
	Washington Street Asphalt Paving Patch (Assume 9" at \$3.00/SY-Inch)	66	SY	\$27.00	\$1,782.00
	Subgrade Prep	63	SY	\$1.50	\$124.50
	Handicap Ramp (curb return)	2	EA	\$2,200.00	\$4,400.00
	6" Vertical Curb w/ 2' Gutter Pan	156	LF	\$12.00	\$1,872.00
	6" Vertical Median Curb w/ 1' Gutter Pan	76	LF	\$15.00	\$1,140.00
	Concrete Cross Pan	580	SF	\$7.50	\$4,425.00
	5' Concrete Sidewalk	3188	SF	\$3.50	\$11,158.00
	Signage	2	EA	\$250.00	\$500.00
	Asphalt Removal	33	SY	\$1.50	\$49.50
	Sawcut	155	LF	\$2.00	\$310.00
	Washington Street Subtotal				\$35,761.00
	74th Avenue				
	Traffic Control	1	LS	\$5,000.00	\$5,000.00
	74th Ave Asphalt Paving (Assume 7" at \$3.00/SY-Inch)	1700	SY	\$21.00	\$35,700.00
	Subgrade Prep	2125	SY	\$1.50	\$3,187.50
	Handicap Ramp (curb return)	6	EA	\$2,200.00	\$13,200.00
	74th Ave Earthwork - Fill	125	CY	\$7.50	\$937.50
	6" Vertical Curb w/ 2' Gutter Pan	813	LF	\$12.00	\$9,756.00
	Concrete Cross Pan	665	SF	\$7.50	\$6,487.50
	5' Concrete Sidewalk	470	SF	\$3.50	\$1,645.00
	Signage	3	EA	\$250.00	\$750.00
	Asphalt Removal	434	SY	\$1.50	\$651.00
	Sawcut	891	LF	\$2.00	\$1,782.00
	48"x76" HERCP Class III	23	LF	\$300.00	\$6,900.00
	48"x76" HERCP FES w/ toewall	1	EA	\$2,500.00	\$2,500.00
	Type "L" Rip-Rap	45	SY	\$30.00	\$1,350.00
	Remove Existing FES and connect to Existing 48"x76" HERCP	1	EA	\$3,000.00	\$3,000.00
	Backfill and compact around 48"x76" HERCP	45	CY	\$7.50	\$337.50
	74th Avenue Subtotal				\$93,184.00
	Pond 1 - Detention				
	Earthwork - Excavation	2156	CY	\$2.00	\$4,312.00
	Retaining Walls	2310	SFF	\$25.00	\$57,750.00
	2' Trickle Channel	498	LF	\$10.00	\$4,980.00
	Modified Type C Inlet	1	LS	\$5,500.00	\$5,500.00
	Landscaping (Bottom of Pond)	0.29	AC	\$2,500.00	\$725.00
	12" PVC SDR-35	39	LF	\$15.00	\$585.00
	Connect to Existing Storm	1	LS	\$1,000.00	\$1,000.00
	Maintenance Access Road - Grasscrete	40	SY	\$60.00	\$2,400.00
	Pond 1 Subtotal				\$77,252.00

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
Pond 2 - Detention					
	Earthwork - Excavation	300	CY	\$2.00	\$600.00
	Retaining Walls	1102	SFF	\$25.00	\$27,550.00
	2' Trickle Channel	117	LF	\$10.00	\$1,170.00
	Modified Type C Inlet	1	LS	\$5,500.00	\$5,500.00
	Landscaping (Bottom of Pond)	0.98	AC	\$2,500.00	\$200.00
	6" PVC SDR-35	18	LF	\$10.00	\$180.00
	Connect to Existing Storm	1	LS	\$1,000.00	\$1,000.00
	Pond 2 Subtotal				\$36,200.00
Pond 3 - Retention					
	Earthwork - Excavation	4711	CY	\$2.00	\$9,422.00
	Landscaping (Bottom of Pond)	0.48	AC	\$2,500.00	\$1,200.00
	CDOT Class C Filter Material	1169	CY	\$40.00	\$46,760.00
	Pond 3 Subtotal				\$57,382.00

<u>Subtotal</u>		\$299,779.00
Administration	20%	\$59,955.80
Inflation Costs	5%	\$14,968.95
Grand Total		\$374,723.75

Prepared Under the Direct Supervision of:

For and on Behalf of Bowman Consulting

Date

Bowman Consulting disclaims any responsibility for the accuracy of the costs contained above due to changing prices by competing suppliers. The pricing is an opinion of probable cost associated with the construction of this particular projects at the time of preparing the associated construction documents.

Construction Completion Date: January 31, 2016

Initials or signature of Developer: _____

EXHIBIT C

General Location of Relocated Diesel Fuel Island

