



**Board of County Commissioners Meeting
AGENDA**

April 30, 2024, 9:00 a.m.

Hearing Room 1 / Virtual Hearing via WebEx Webinars

100 Jefferson County Pkwy

Golden, CO 80419

To attend the Public Meeting please attend in person or visit the County's web site at www.jeffco.us/meetings to attend virtually and click on the link for the BCC Meeting you desire to attend which will take you to the WebEx Webinar platform. Please register and click on the blue "Join by Browser" option to join the meeting. The following website also provides access to the meeting: <https://jeffco.webex.com/jeffco/j.php?MTID=m134ff96942f8106b696fca22cd6e232d>

Webinar password: h23qHZkFS49 (42374953 from phones and video systems)

Alternatively, people can also call in and listen to the meeting by dialing: +1-408-418-9388:

Access Code/Webinar Number: 2485 458 0688

People who dial in will not be able to provide public comment during the meeting.

AGENDA

The Tuesday meeting of the Board of County Commissioners (the "Board") is an open meeting in which the Board approves contracts, expends funds, hears testimony, makes decisions on land use cases and takes care of other county matters. The public is welcome to attend.

The Board meeting has three parts: Public Comment, the Business Meeting and the Public Hearing.

General Procedures

Agenda items will normally be considered in the order they appear on this agenda. However, the Board may alter the agenda, take breaks during the meeting, work through the noon hour; and even continue an item to a future meeting date.

The Board welcomes your comments. During the Public Comment time, members of the public have three minutes to present views on county matters that are not included on the Hearing Agenda. Public Comment time is not for questions and answers; it is your time to express your views, people will not be allowed to utilize county resources to make visual presentations during public comment. The Board will take up to 15 minutes at the beginning of the meeting and if needed, additional public comment will be taken at the end of the meeting on items not listed on the Hearing Agenda.

To participate in Public Comment please attend in person or please log into the WebEx Events virtual meeting using a computer. Once logged into the meeting on your computer, please send a chat message to the host with your name, address, and the topic of your comment so that the Chair can recognize you at the appropriate time for public comment.

Please note that you are always welcome to communicate with the Board on the county's web site (www.jeffco.us), by e-mail (commish@jeffco.us), by phone (303-271-8525), fax (303-271-8941) or US mail (100 Jefferson County Parkway, Golden, CO 80419). You can also meet your Commissioners at numerous community events such as town hall meetings, homeowner associations and chamber meetings.

	Pages
1. Call to Order	
2. Pledge of Allegiance	
3. Public Comment	
Please see public comment instructions above	
4. Business Meeting	
CONSENT AGENDA PROCEDURES - Items on the Business Meeting Consent Agenda generally are decided by The Board without further discussion at the meeting. However, any Board member may remove an item from the Business Meeting Consent Agenda for a presentation by staff and questions from the Board. The Board is not required to take public comment on business meeting items but may request additional information and input.	
5. Proclamation - Mental Health Month: May 2024	6
6. Approval of Minutes Dated April 23, 2024	7
7. Consent Agenda	
Other Contracts and Resolutions for which Notice was not possible may be considered.	
7.1 Resolution CC24-127	12
Expenditure Approval Listings dated April 25, 2024 - Finance	
7.2 Resolution CC24-128	13
Abatement/Refund of Property Taxes - Board of Equalization	
7.3 Resolution CC24-129	15
Abatement/Refund of Property Taxes - Board of Equalization	
7.4 Resolution CC24-130	17
Funding Transfer – Assessor/Treasurer Software Solution – Federal Grants Program	
7.5 Resolution CC24-131	20
Grant Application and Acceptance - Impaired Driving Grant - Sheriff	

7.6	Resolution CC24-132	21
	Grant Application and Approval - Jail Based Behavioral Services Program - Sheriff	
7.7	Resolution CC24-138	23
	Grant Application and Acceptance - Colorado Peace Officer Standards and Training Grant - Sheriff	
7.8	Resolution CC24-133	24
	Purchase Order - American West Construction, LLC (NTE \$6,372,057) - Transportation and Engineering	

8. Regular Agenda - No Agenda Items

9. Public Hearing

There are two parts to the Public Hearing Agenda: The Hearing Consent Agenda and the Regular Hearing Agenda.

Items are listed on the Hearing Consent Agenda because no testimony is expected. In the event a Commissioner or any member of the public wishes to testify regarding an item on the Consent Agenda, the item will be removed and considered with the Regular Hearing Agenda.

To offer public testimony on any of the cases on the Public Hearing Agenda, please attend in person or please log into the WebEx Events virtual meeting using a computer. Once logged into the meeting on your computer, please send a chat message to the host with your name, address, and the agenda item for which you wish to provide testimony so that the Chair can recognize you at the appropriate time for public testimony. Individuals will receive three minutes and HOA's located with the notice area for the Hearing item will be granted ten minutes.

Unless otherwise stated by the Chair, a motion to approve the Hearing Consent Agenda shall include and be subject to staff's findings, recommendations, and conditions as listed in the applicable Staff Report.

The public is entitled to testify on items under the Public Hearing Regular Agenda. Information on participation in hearings is provided in the County's brochure, *"Your Guide to Board of County Commissioners Hearings."* It may be obtained on the rack outside the hearing room or from the County Public Affairs Office at 303-271-8512.

10. Hearing Consent Agenda

10.1	Resolution CC24-112	26
	2023 Budget – Year end Supplementary Budget and Appropriation	
10.2	Resolution CC24-113	29
	2024 Budget – April Supplementary Budget and Appropriation	

- 10.3 **Resolution CC24-134** 34
Case Number: 23-102943VA Vacation of Right of Way (Continued from April 9, 2024)
Case Name: 16764 County Road 126
Owner: Jefferson County
Applicant: David Vuono
Location: Adjacent to 16764 County Road 126
Section 27, Township 7 South, Range 71 West
Approximate Area: 0.12 Acres (5,360 sq ft)
Purpose: To vacate an unused portion of right-of-way for County Road 126.
Case Manager: Chuck Childs
- 10.4 **Resolution CC24-135** 107
Case Number: 23-138211RZ Rezoning
Case Name: 9148 Black Mountain Dr ODP
Owner/Applicant: Bruce A. Casias & Angela J. Engel
Location: 9148 Black Mountain Dr, Conifer
Section 6, Township 6 South, Range 71 West
Approximate Area: 2.70 Acres
Purpose: To rezone from a Planned Development (PD) zone district to a new PD, to allow residential uses based on the Suburban Residential (SR-2) zone district and to allow a reduction in required setbacks.
Case Manager: Alexander Fowlkes
- 10.5 **Resolution CC24-136** 190
Case Number: 23-108064RZ Rezoning (Continued from March 26, 2024)
Case Name: Gerdes Storage II Official Development Plan
Owner/Applicant: Gerald Pickelo Nunez
Location: 8870 Indiana Street, Arvada
Section 19, Township 2 South, Range 69 West
Approximate Area: 5.00 Acres
Today's Action: To inform the Board of County Commissioners, and the public, that the case has been withdrawn.
Purpose: Rezone from Agricultural - Two (A-2) to Planned Development (PD) to allow for outdoor storage of recreational vehicles, campers, boats, trailers, and one single family residence.
Case Manager: Sara Hutchinson

11. **Hearing Regular Agenda**

11.1 Resolution CC24-137**Case Number: 19-129748RZ Rezoning**

Case Name: Ruikka Enterprises ODP Amendment 1

Owner/Applicant: Ruikka Enterprises LLC, a Colorado limited liability company

Location: 27618 Fireweed Dr, Evergreen

Section 3, Township 5 South, Range 71 West

Approximate Area: 3.18 Acres

Purpose: To amend the existing ODP to allow an increase to Gross Floor Area and a reduction to parking standards for an existing brewpub

Case Manager: Alexander Fowlkes

12. Public Comment

Please see public comment instructions above.

13. Reports**14. Adjournment**

Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or sexual orientation in the provision of services. Disabled persons requiring reasonable accommodation to attend or participate in a County service, program or activity should call 303-271-5000 or TDD 303-271-8560. We appreciate a minimum of 24 hours advance notice so arrangements can be made to provide the requested auxiliary aid.



PROCLAMATION

Mental Health Month: May 2024

WHEREAS, good mental health is essential to the overall health and emotional well-being of all children, youth, adults, and families; and, promotes a healthy community; and

WHEREAS, nearly one in four people in our communities experience a mental health condition each year and more than 17% of individuals in our communities experience substance use disorder each year including alcohol and drug use; and

WHEREAS, increased focus on the prevention of mental health conditions and substance use disorders among children, adolescents, and adults through screening and early intervention helps reduce suffering and improve lives, and

WHEREAS, it is imperative that all members of our community, irrespective of age, gender expression, sexual identification, race, culture, ethnic background, education, or economic status, have equitable access to essential care, support, and services for mental health and substance use conditions.

NOW, THEREFORE BE IT PROCLAIMED, by the Jefferson County Board of Commissioners, of the State of Colorado, that the month of May be declared as Mental Health Month in this county.

A handwritten signature in blue ink, reading "Lesley Dahlkemper".

Lesley Dahlkemper, Chair

A handwritten signature in blue ink, reading "Tracy Kraft-Tharp".

Tracy Kraft-Tharp, Chair Pro Tem

A handwritten signature in blue ink, reading "Andy Kerr".

Andy Kerr, Commissioner



JEFFERSON
COUNTY COLORADO

Dated: April 30, 2024



Board of County Commissioners' Hearing Minutes

April 23, 2024, 9:00 a.m.

**Hearing Room 1 / Virtual Hearing via WebEx Webinars
100 Jefferson County Pkwy
Golden, CO 80419**

BCC Present: Commissioner Andy Kerr
Commissioner Tracy Kraft-Tharp
Commissioner Lesley Dahlkemper, Chair

Staff Present: Joe Kerby, County Manager
Carey Markel, County Attorney
Cassie Pearce, Public Affairs Director
Ana Cendejas, Deputy Clerk to the Board
Katie LaLiberte, Deputy Clerk to the Board
Alanna Blomquist, Deputy Clerk to the Board

1. Call to Order

Commissioner Dahlkemper called the meeting to order.

2. Pledge of Allegiance

The Pledge of Allegiance was recited.

3. Public Comment

4. Business Meeting

5. Proclamation - National Crime Victims' Rights Week

The Commissioners took time to acknowledge the importance of National Crime Victims' Rights Week and presented the proclamation to Dontar Latson, CEO of Family Tree Inc, Alexis King from the District Attorney office, and Scott Eddy, the Jefferson County Undersheriff.

6. Approval of Minutes Dated April 16, 2024

Motioned by Commissioner Kraft-Tharp
Seconded by Commissioner Kerr

The minutes dated April 16, 2024 were approved by unanimous vote.

7. Consent Agenda

Motioned by Commissioner Kraft-Tharp
Seconded by Commissioner Kerr

The Board unanimously approved the following Resolutions:

7.1 Resolution CC24-117

Expenditure Approval Listings dated April 18, 2024 - Finance

7.2 Resolution CC24 -123

Grant Application and Acceptance - Colorado Department of Transportation (CDOT) Aviation Grant - Airport

7.3 Resolution CC24-124

Purchase and Sales Agreement - Amendment Three - Ryan Companies US, Inc. - Airport

7.4 Resolution CC24-125

Grant Application and Acceptance - Early Head Start Expansion Grant – Head Start

7.5 Resolution CC24-126

Purchase Order - Straight Stripe Inc. (NTE \$597,522) - Road & Bridge

8. Regular Agenda - No Agenda Items

9. Law Enforcement Authority

Commissioner Kraft-Tharp motioned, and Commissioner Kerr seconded for the Board of County Commissioners to adjourn as the Board of County Commissioners and to reconvene as the Board of Directors for the Law Enforcement Authority, passed unanimously.

9.1 Law Enforcement Authority Report presented by Sheriff Marinelli

The Law Enforcement Authority Report was presented by the Jefferson County undersheriff Scott Eddy.

Director Kraft-Tharp motioned, and Director Kerr seconded for the Law Enforcement Authority to adjourn and to reconvene as the Board of County Commissioners, passed unanimously.

10. Public Hearing

11. Hearing Consent Agenda - No Agenda Items

12. Hearing Regular Agenda - No Agenda Items

13. Public Comment

Joan Poston

14. Reports

Commissioner Kraft-Tharp: Commissioner Kraft-Tharp thanked Governor Polis for joining them for the wildfire preparation report. Commissioner Kraft-Tharp also congratulated the City of Arvada Mayor Lauren Simpson for a nice State of the City presentation on Friday, April 19, 2024.

Commissioner Dahlkemper: Commissioner Dahlkemper mentioned how it was wonderful to have Governor Polis at the Rocky Mountain Metro Airport, it was wonderful to have him as well as the Colorado Department of Fire prevention in control the Director Michael Morgan presented the States 2024 wildfire outlook noting that " Colorado is looking at a normal fire potential in April- July, but we know that there is nothing normal about wildfire season in Colorado". Commissioner Dahlkemper mentioned how they also had the opportunity to see the firehawk that will be housed at the RMMA hopefully in May. Commissioner Dahlkemper also mentioned how the Conifer townhall which is sponsored by the Conifer area Council featured issues related to reducing wildfire risks, it was good to be able to give an update on the County's many efforts not only from the Commissioners but from Planning and Zoning, Open Space, and the Sheriffs office. Commissioner Dahlkemper mentioned how the County has invested over 10 million dollars from federal, state and local funds to reduce risks regarding wildfire. Commissioner Dahlkemper also mentioned how on the Colorado fire commission on which she services met and there was key issues that they focused at the State level including power grid resilience, firefighter training, recruitment, and retention. Commissioner Dahlkemper mentioned how prescribed burns is another tool that they are looking at and mentioned how eager they are about the

property tax commission and how they are looking at that for long term sustainable funding for fire districts.

Commissioner Kerr: Commissioner Kerr continues to meet with people from Denver and Red Rocks about putting together a trainset to Red Rocks, they continue to meet and talk about the vision. Commissioner Kerr mentioned that on Saturday on April 20, 2024, they remembered Columbine, and because it aligned with earth day this year he mentioned that to at Wheat Ridge High School Jefferson County Open Space had set up tools, staff and over one hundred volunteer participated in which over fifty of those volunteers were staff and students from Columbine High School. They all volunteered to a day of service at the Jefferson County Crown Hill park to plant trees and bushes, it was a very memorable day. Commissioner Kerr also mentioned the Courage walk, as well the ribbon cutting coming up at Eagles Landing outdoor learning center, and the memorial coming up for Leanne M, next week.

County Manager: County Manager Kerby shared that Proud that Keith Sorci who works for Court Services Case Management will be honored by the Arvada Chamber of Commerce on May 9, 2024, and awarded the man of the year. County Manager Kerby recognized Keith Sorci with a small bio of his accomplishments and thanked him.

County Attorney: No reports.

15. Adjournment

There being no further business to come before the Board, the meeting was adjourned.

These minutes summarize the final decision made by the Board at the referenced meeting. This meeting was also audio recorded and that recording is available for review. In the event there is confusion as to what the final decision of the Board is, the Board will rely on the audio tape to interpret the Board's intent. The audio tape shall act as an official record of these proceedings for any necessary purpose when, in the opinion of the Board, the minutes are in any way insufficient. An audio copy of the Board of County Commissioners' proceedings is available by contacting the Deputy Clerk to the Board.

Chair

Deputy Clerk

M E M O R A N D U M

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM: Joe Kerby, County Manager

RE: EXPENDITURE APPROVAL LISTINGS

DATE: April 30, 2024

Staff Recommendation:

Allow settlement of accounts listed on the Expenditure Approval Listings dated April 25, 2024.

Resolution No. CC24-127

Background:

Jefferson County has established a system of controls to reasonably assure that the claims to be examined and settled by the BCC on the Expenditure Approval Listings are allowable.

Further, the staff has reviewed all claims and has reasonable assurance that all claims are allowable and are in order to be paid.

Original returned to:

Stephanie Corbo, Chief Financial Officer x8542, Jefferson County
Finance Division

Distribution:

Jerry DiTullio, County Treasurer

M E M O R A N D U M

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM: Board of Equalization

CC: Kimberly S. Sorrells, County Attorney

RE: Abatement/Refund of Property Taxes

DATE: April 30, 2024

Staff Recommendation:

Whereas, the Board of County Commissioners hereby approves the findings and recommendations of the Jefferson County Assessor denoted in the corresponding abatement resolutions and adopts those findings and recommendations as its final action on these abatement petitions.

<u>CASE NO.</u>	<u>PETITIONER</u>	<u>TAXES ABATED/ REFUNDED</u>
A23-266	A Squared Holdings LLC	\$23,940.31
A23-228	Braman Colorado European Imports Inc.	\$4,355.82
A23-262	Briddle Properties LLC	\$14,256.26
A23-235	Garlock Pipeline Technologies Inc.	\$8,610.03
A23-258	James Properties LLC	\$5,848.29
A23-231	J & S Holdings LLC	\$3,766.87
A23-303	MMC Two LLC	\$46,927.84
A23-302	MMC Two LLC	\$54,311.74
A23-261	Phoenix Limited Partnership	\$36,583.01
A23-072	Juri Scott	\$1,807.28
A23-071	Juri Scott	\$3,503.30
A23-260	SS Land Holdings 3 LLC	\$13,911.59
A23-233	Stern Lawrence Holdings LLC	\$8,232.01

Resolution No. CC24-128**Background:**

Final Board action on 13 abatement petitions, \$ 226,054.35 to be refunded. Taxpayers have filed abatement petitions alleging that their property has been overvalued or that their tax levy is illegal. The Assessor recommends approval of these petitions in the amounts indicated in the corresponding resolutions. The Board is taking action on these abatement petitions by accepting or rejecting the Assessor's recommendations.

If an abatement appeal is approved by the Board, the Treasurer's Office will calculate interest owed and send payment to the taxpayer. The Property Tax Administrator must approve all refunds in excess of \$10,000.00. If unsatisfied with this Board's action, a taxpayer may appeal further to the State Board of Assessment Appeals. Abatement refunds over \$10,000.00 are recommended for the following reasons:

A23-266: Assessor recommends approval in part per base period sale.

A23-262: Assessor recommends approval. Adjusted to 2021 stipulated value.

A23-303: Assessor recommends approval in part. Parcel was under 80% threshold and qualified for present worth.

A23-302: Assessor recommends approval in part. Parcel was under 80% threshold and qualified for present worth.

A23-261: Assessor recommends approval. Market leases and sales data fully support adjustment.

A23-260: Assessor recommends approval. Adjusted to 2021 stipulated value.

Prepared by: Amber Munck, Assistant County Attorney
Distribution: Board of Equalization

M E M O R A N D U M

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM: Board of Equalization

CC: Kimberly S. Sorrells, County Attorney

RE: Abatement/Refund of Property Taxes

DATE: April 30, 2024

Staff Recommendation:

Whereas, the Board of County Commissioners hereby approves the findings and recommendations of the Jefferson County Assessor denoted in the corresponding abatement resolutions and adopts those findings and recommendations as its final action on these abatement petitions.

<u>CASE NO.</u>	<u>PETITIONER</u>	<u>TAXES ABATED/ REFUNDED</u>
A23-290	Blue Oak Properties LLC	\$676.36
A23-240	CFC Investments LLC	\$7,937.53
A23-242	Clay & Imes Inc.	\$3,744.15
A23-243	Creekside West Partnership LLP	\$14,228.21
A23-222	Domenico Real Estate Partnership II LLP	\$4,354.06
A23-247	High Plains Marketplace LLC	\$10,223.53
A23-225	Kastin Company LLC	\$4,127.15
A23-245	KDD CO LLC	\$9,625.04
A23-220	Lee Doud Inc.	\$6,372.28
A23-226	LHI Group LLC	\$5,832.23
A23-221	Lifeloc Technologies Inc.	\$6,976.84
A23-300	MMC Two LLC	\$38,271.20
A23-301	MMC Two LLC	\$27,899.97
A23-298	MMC Two LLC	\$17,609.31
A23-249	Peterson Company	\$5,114.14
A23-246	Shak LLC	\$4,423.45
A23-227	Simms LLC	\$5,987.63

A23-252	Sno White Linen & Uniform Rental Inc	\$5,476.47
A23-229	6833 Joyce Street LLC	\$8,787.05
A23-241	55 West LLC	\$12,683.77

Resolution No. CC24-129

Background:

Final Board action on 20 abatement petitions, \$ 200,350.37 to be refunded. Taxpayers have filed abatement petitions alleging that their property has been overvalued or that their tax levy is illegal. The Assessor recommends approval of these petitions in the amounts indicated in the corresponding resolutions. The Board is taking action on these abatement petitions by accepting or rejecting the Assessor's recommendations.

If an abatement appeal is approved by the Board, the Treasurer's Office will calculate interest owed and send payment to the taxpayer. The Property Tax Administrator must approve all refunds in excess of \$10,000.00. If unsatisfied with this Board's action, a taxpayer may appeal further to the State Board of Assessment Appeals. Abatement refunds over \$10,000.00 are recommended for the following reasons:

A23-243: Assessor recommends approval. Adjusted to 2021 stipulated value.

A23-247: Assessor recommends approval. Market leases and sales data fully support adjustment.

A23-300: Assessor recommends approval. Parcel was under 80% threshold and qualified for present worth.

A23-301: Assessor recommends approval. Parcel was under 80% threshold and qualified for present worth.

A23-298: Assessor recommends approval. Parcel was under 80% threshold and qualified for present worth.

A23-241: Assessor recommends approval. Market leases and sales data fully support adjustment.

Prepared by: Amber Munck, Assistant County Attorney
Distribution: Board of Equalization

MEMORANDUM

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM: Joe Kerby, County Manager

RE: Funding Transfer – American Rescue Plan fund to Rescue Plan Project Fund – Assessor/Treasurer Software Solution – Federal Grants Program

Date: 4/30/2024

Staff Recommendation: WHEREAS, on March 11, 2021, the United States Congress adopted the American Rescue Plan Act of 2021, Pub. L. No. 117-2, H.R. 1319, 117th Cong. (“ARPA”), a \$1.9 trillion stimulus fund of which \$130 billion was established for a Coronavirus Local Fiscal Recovery Fund, including approximately \$65 billion for payment to counties; and

WHEREAS, Jefferson County has been awarded \$113.2 million in ARPA funds from the United States Department of Treasury; and

WHEREAS, each of the projects listed in Table 1 below has been determined by the County to be eligible under ARPA and has received all required preliminary County approvals; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners approves the following to ensure completion of previously approved Assessor/Treasurer software solution funded at a dollar amount of \$3.92M through the American Rescue Plan.

Resolution CC24-130

Background: The Jefferson County Board of County Commissioners previously approved (CC22-218) the use of \$2M in American Rescue Plan funding for the purchase of a new software solution for the Assessor and Treasurer (“Project”). The actual cost for the Project is projected to be \$3.92M, over a four-year period, 2024 – 2028.

Costs	2024	2025	2026	2027	2028	Total
Implementation	\$820,447	\$837,440	\$1,283,778	\$0	\$0	\$2,941,665
Ongoing	\$0	\$0	\$0	\$467,319	\$507,157	\$974,476
Total Cost	\$820,447	\$837,440	\$1,293,778	\$467,319	\$507,157	\$3,916,141

During the March 5, 2024, briefing, the Board expressed concern that additional funding needed for the Project over and above the originally approved \$2M had not been identified in advance. In response to the Board's concern, staff recommended transferring up to a total of \$3.92M from the American Rescue Plan fund to the Rescue Plan Project Fund, increasing the Project budget by \$1.92M, bringing the total set aside to \$3.92M to ensure its completion. The \$3.92M will be set aside in the Rescue Plan Project Fund to be available to pay for the Project in the upcoming years, through 2028.

Fiscal Impact: \$3.92M of the county's direct American Rescue Plan award.

BCC Briefing Presented on: 3/5/2024

Originator: Mary O'Neil, Strategy, Innovation & Finance

Distribution: Scot Kersgaard, Assessor
Angela Clark, Assessor's Office
Stephanie Corbo, CFO
Patrick Mayne, County Attorney's Office
Carey Markel, Deputy County Attorney
Joy Hiraki, Sr. Grants Analyst
Andrea Niedziela, Grants Manager
Rebecca Hascall, CIO
Sherry Wilger, Budget & Strategy

Pre-Approved Routing form

Contacts: Originating Division and Contact: SIF/GMT Mary O'Neil Phone: X8570
 County Attorney Contact: Patrick Mayne Phone: X8592

Item Title: What is it: Funding for the Assessor/Treasurer Software Solution Who is it with: Strategy, Innovation & Finance/Grants Management Team

ROUTING					
O R D E R	Division	Authorized Signatures	Date Rec'd	Date Frw'd	Comments
		Name/Initials			
()	Originator	<i>Mary O'Neil</i>	04/18/2024	04/18/2024	
()	Division Director	<i>Mary O'Neil</i>	04/18/2024	04/18/2024	
()	Budget	<i>Sherry Wilger</i>	04/22/2024	04/22/2024	
()	Department Director	<i>Stephanie Corbo</i>	04/18/2024	04/18/2024	
()	County Attorney	<i>Patrick Mayne</i>	04/18/2024	04/18/2024	
()	Elected Official				
()	BCC Agenda Coordinator				

M E M O R A N D U M

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM: Joe Kerby, County Manager

RE: Approval and ratification of Impaired Driving Grant from the Colorado Department of Transportation (CDOT) passed through the US Department of Transportation – Sheriff's Office

DATE: April 30, 2024

Staff Recommendation: The Jefferson County Board of Commissioners (BCC) approves the application submittal by the Jefferson County Sheriff's Office (JCSO) Grants Specialist and/or Traffic Unit Sergeant, accepts the grant-funding if awarded, and authorizes the Sheriff to execute any necessary grant documentation, and directs that the additional funds be included in a 2024 supplemental appropriation to the Sheriff's Office 2024 Budget.

Resolution No. CC24-131

Background: The CDOT offers grants to local law enforcement entities to improve the safety of our local highways. This grant will allow the JCSO to provide additional patrols for DUI enforcement and ticket DUI drivers and will cover associated training costs for one-two Deputies to attend the annual Lifesavers Conference. The application was submitted on April 15, 2024 to cover enforcement dates of October 1, 2024 – September 30, 2025.

Fiscal Impact: There is no match requirement. This is a Federal grant for the Patrol Fund for the requested amount of approximately \$18,000. The grant period is October 1, 2024 to September 30, 2025.

BCC Briefing Presented on: April 16, 2024

Originator: Jessica Parivar, Grants Specialist, JCSO, Ext. 5311

Distribution: Clerk to the Board
Tina Davros, JCSO Business & Finance Manager
Kurt Behn, County Attorney's Office
Tami Scott, County Attorney's Office
Tanya Middlemist, Accounting
Micah Badana, Budget

M E M O R A N D U M

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM: Joe Kerby, County Manager

RE: Approval and acceptance of grant funding - Jail Based Behavioral Services (JBBS) Program grant from the State of Colorado, Behavioral Health Administration – Sheriff's Office

DATE: April 30, 2024

Recommendations: The Jefferson County Board of Commissioners (BCC) approves the funding request, authorizes the acceptance of the grant funding, authorizes the Chairman's execution of all documentation in connection with the grant application, award and additional amendments required to be executed by the BCC, and directs that half of the awarded funds be included in a supplemental appropriation to the Sheriff's Office 2024 Budget.

Resolution No. CC24-132

Background: The State of Colorado, Behavioral Health Administration offers funding to units of local government operating detentions facilities. For over a decade, the Jefferson County Detentions Facility has received funding to provide JBBS and competency enhancement services to inmates. The program has become a valuable resource to both inmates and Jefferson County Detentions Staff; this grant is a continuation of that program. Competency Enhancement services has moved to the Office of Civil and Forensic Mental Health and we will be receiving a separate award for our Competency Enhancement Services. Participating inmates benefit from a variety of behavioral health services, substance use treatment, and re-entry support. If awarded the funding will be included in a supplemental appropriation to the Sheriff's Office 2024 Budget and half of the fund be included in the 2025 budget.

Fiscal Impact: There is no match requirement. This is state funding for the General Fund so will have TABOR impact, the impact will be approximately \$295,000 for 2024 and approximately \$295,000 for 2025 for grant dates of 7/1/24 – 6/30/25.

BCC Briefing Presented on: April 16, 2024

Originator: Jessica Parivar, Grants Specialist, JCSO, Ext. 5311

Distribution: Clerk to the Board
Tina Davros, JCSO Business & Finance Manager
Kurt Behn, County Attorney's Office

Agenda Item 7.6

Tami Scott, County Attorney's Office
Tanya Middlemist, Accounting
Micah Badana, Budget

M E M O R A N D U M

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM: Joe Kerby, County Manager

RE: Approval and acceptance of grant funding - Colorado Peace Officer Standards and Training (POST) grant and scholarship program – Sheriff’s Office

DATE: April 30, 2024

Staff Recommendation: The Jefferson County Board of Commissioners (BCC) approves the application submittal by the Jefferson County Sheriff’s Office (JCSO) Grants Specialist, accepts the grant funding if awarded, authorizes the Sheriff to execute any grant documentation as necessary, and directs the additional funds be included in a 2024 supplemental appropriation to the Sheriff’s Office 2024 Budget.

Resolution No. CC24-138

Background: The JCSO has a limited budget to provide POST-certified deputies with the breadth of training available for specialized law enforcement skills and to meet ongoing needs for training supplies and equipment. JCSO has applied directly to Colorado POST in the amount of \$3,990 for training supplies.

Fiscal Impact: The expected grant dates will be approximately June 1, 2024 through March 31, 2025. There is no match requirement. This is state funding for the Patrol Fund for \$3,990 for 2024, we expect to fully expend the award in 2024. This is State funding and will have TABOR impact.

BCC Briefing Presented on: April 16, 2024

Originator: Jessica Parivar, Grants Specialist, JCSO, Ext. 5311

Distribution: Clerk to the Board
Tina Davros, JCSO Business & Finance Manager
Kurt Behn, County Attorney’s Office
Tami Scott, County Attorney’s Office
Tanya Middlemist, Accounting
Micah Badana, Budget

M E M O R A N D U M

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM: Joe Kerby, County Manager

DIST: Clerk to the Board, Abel Montoya, Michael Secary, Carey Markel, Vera Braeckman, Andrew Pulford

RE: Purchase Order – General Construction Services on South Pierce Street-Transportation and Engineering

Staff Recommendation: Whereas, the Board of County Commissioners approves the issuance of a purchase order in an amount not to exceed \$6,372,057.00 under the County’s Master Contract for General Construction Services with American West Construction, LLC, dated September 25, 2023, for reference purposes only, for construction operations at South Pierce Street from Coal Mine Avenue to Bowles Avenue. The County’s Representative for this construction project is Gary Campbell, or such other person as may be designated by Division Director, Mike Vanatta.

Resolution No. CC24-133

Background: The Jefferson County Transportation and Engineering Division requires a contractor to perform construction operations on South Pierce Street from Coal Mine Avenue to Bowles Avenue. A purchase order for these operations will be issued pursuant to the Terms and Conditions of the Master Contract with American West Construction, LLC for General Construction Services.

The County advertised this project and invited four firms to submit a bid; four firms responded. American West Construction, LLC submitted the lowest bid and met all County requirements.

Fiscal Information: Funding for these services in 2024 is available from the Southeast Sales Tax – Capital Project Fund. This project is within the scope and budget for these services.

BCC Briefing Presented by: Mike Vanatta, Transportation and Engineering Director, on 23 January 2024

Originator: Agenda memo prepared by Andrew Pulford, Procurement, Ext. 8586

Original returned to: Andrew Pulford, Purchasing

Copies to: Abel Montoya, Development and Transportation Director
Mike Vanatta, Transportation and Engineering Director
Mike Secary, Road and Bridge Director
Carey Markel, County Attorney' Office
Vera Braeckman, Strategy, Innovation, Finance Dept.
Andrew Pulford, Strategy, Innovation, Finance Dept.

M E M O R A N D U M

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM: Joe Kerby, County Manager

RE: 2023 Budget – Yearend Supplementary Budget and Appropriation – Strategy Planning Analysis Division

DATE: April 30, 2024

Staff Recommendation:

RESOLVED, that the 2023 Budget adopted by the Board of County Commissioners on November 15, 2022, is hereby amended as follows:

1. The budget and appropriation of the General Fund for the Business Innovation & Technology Department are hereby increased in the amount of \$358,122 for administrative adjustments for the Governmental Accounting Standards Board (GASB) 96 new accounting standards; to be offset by a like amount of subscription-based financing revenue.
2. The budget and appropriation of the General Fund for the District Attorney's Office are hereby increased in the amount of \$1,903,960 for administrative adjustments for the Governmental Accounting Standards Board (GASB) 96 new accounting standards; to be offset by a like amount of subscription-based financing revenue.
3. The budget and appropriation of the General Fund for the Sheriff's Office are hereby increased in the amount of \$279,523 for administrative adjustments for the Governmental Accounting Standards Board (GASB) 96 new accounting standards; to be offset by a like amount of subscription-based financing revenue.
4. The budget and appropriation of the Clerk & Recorder's Electronic Filing Fund for the Clerk & Recorder's Office are hereby increased in the amount of \$183,312 for administrative adjustments for the

Governmental Accounting Standards Board (GASB) 96 new accounting standards; to be offset by a like amount of subscription-based financing revenue.

5. The budget and appropriation of the District Attorney's Bank Account Fund for the District Attorney's Office are hereby increased in the amount of \$50,000 for administrative adjustments for Crime Victim Compensation; to be offset by a like amount of conviction revenue.
6. The budget and appropriation of the South Traffic Impact Fund for the Development & Transportation Department are hereby increased in the amount of \$800,000 for administrative adjustments for a traffic impact fee credit settlement; to be offset by a like amount of unrestricted fund balance from the South Traffic Impact Fund.
7. The budget and appropriation of the Head Start Fund for the Human Services Department are hereby increased in the amount of \$20,000 for administrative adjustments for salaries; to be offset by a like amount of child care fees revenue.
8. The budget and appropriation of the Capital Expenditures Fund for the Strategy, Innovation & Finance Department are hereby increased in the amount of \$100 for administrative adjustments for interdepartmental expenditures; to be offset by a like amount of unrestricted fund balance from the Capital Expenditures Fund.
9. The budget and appropriation of the Wildland Fire Fund for the Sheriff's Office are hereby increased in the amount of \$6,000 for administrative adjustments for increased supplies, to be offset by a like amount of unrestricted fund balance from the Wildland Fire Fund.
10. The budget and appropriation of the Workers' Compensation Fund for the Operations Department are hereby increased in the amount of \$50,000 for administrative adjustments for claims settlements, to be offset by a like amount of unrestricted fund balance from the Workers' Compensation Fund.

FURTHER RESOLVED, that a copy of this Resolution shall be transmitted immediately to the affected spending agencies; and

FURTHER RESOLVED, that a certified copy of this Resolution shall be filed by the Director of Strategy, Planning, and Analysis with the Division of Local Government in the State of Colorado Department of Local Affairs.

Resolution No. CC24-112

Background: Departments have identified and briefed programs or grants that were not identified or awarded prior to budget adoption.

BCC Briefing Presented on: Administrative Supplemental Email sent to BCC on April 23, 2024.

Fiscal Impact: This resolution would increase the 2023 budget and appropriation of various funds by a net total of \$3,681,017. This supplemental appropriation identifies \$2,794,917 in increased expenditures with offsetting revenues, and \$886,100 in the use of unrestricted fund balance (Capital Expenditures, South Traffic Impact, Wildland Fire Funds, and Worker's Comp). The specific funds and departments are identified on the Supplemental Appropriation Summary attachment.

Original returned to:

Micah Badana, Strategy, Innovation & Finance, x8594

Distribution:

Daniel Conway, Strategy, Innovation & Finance, x8507

Stephanie Corbo, Strategy, Innovation & Finance, x8542

Jean Biondi, County Attorney's Office, x8963

M E M O R A N D U M

TO: Honorable Chairman and Members of the Board of County Commissioners

FROM: Joe Kerby, County Manager

RE: 2024 Budget – April Supplementary Budget and Appropriation – Strategy Planning Analysis Division

DATE: April 30, 2024

Staff Recommendation:

RESOLVED, that the 2024 Budget adopted by the Board of County Commissioners on November 14, 2023, is hereby amended as follows:

1. The budget and appropriation of the General Fund for the Business Innovation & Technology Department are hereby increased in the amount of \$503,181 for software projects appropriated but not expended in 2023; to be offset by a like amount of unrestricted fund balance from the General Fund.
2. The budget and appropriation of the General Fund for the Clerk & Recorder's Office are hereby increased in the amount of \$75,763 for software projects appropriated but not expended in 2023; to be offset by a like amount of unrestricted fund balance from the General Fund.
3. The budget and appropriation of the General Fund for the County Attorney's Office are hereby increased in the amount of \$174,166 for a software project and Board of Equalization appeals appropriated but not expended in 2023; to be offset by a like amount of unrestricted fund balance from the General Fund.
4. The budget and appropriation of the General Fund for the Operations Department are hereby increased in the amount of \$3,030,823 for maintenance and repair projects appropriated but not expended in 2023; to be offset by a like amount of unrestricted fund balance from the General Fund.

5. The budget and appropriation of the General Fund for the Sheriff's Office are hereby increased in the amount of \$5,763,558 for equipment and infrastructure projects appropriated but not expended in 2023; to be offset by a like amount of unrestricted fund balance from the General Fund.
6. The budget and appropriation of the General Fund for the Sheriff's Office are hereby increased in the amount of \$135,957 for various grants appropriated but not expended in 2023; to be offset by a like amount of both state and federal grant revenue.
7. The budget and appropriation of the General Fund for the Sheriff's Office are hereby increased in the amount of \$100,000 for administrative adjustments for the backup system storage hardware; to be offset by a like amount of unrestricted fund balance.
8. The budget and appropriation of the General Fund for the Sheriff's Office are hereby increased in the amount of \$73,866 for personnel expenditures for a range maintenance coordinator; to be offset by a like amount of intergovernmental revenue.
9. The budget and appropriation of the General Fund for the Strategy, Innovation & Finance Department are hereby increased in the amount of \$1,107,057 for the Metropolitan Football Stadium Funds allocated projects appropriated but not expended in 2023; to be offset by a like amount of unrestricted fund balance from the General Fund.
10. The budget and appropriation of the General Fund for the Treasurer's Office are hereby increased in the amount of \$13,500 for correcting property tax bills for various taxing authorities; to be offset by a like amount of unrestricted fund balance from the General Fund.
11. The budget and appropriation of the Airport Fund for the Strategy, Innovation & Finance Department are hereby increased in the amount of \$6,694,279 airport projects appropriated but not expended in 2023; to be offset by a like amount of unrestricted fund balance from the Airport Fund.
12. The budget and appropriation of the Conservation Trust Fund for the Parks & Conservation Department are hereby increased in the amount of \$443,180 for a fairgrounds and Metropolitan Football Stadium Fund projects appropriated but not expended in 2023; to be

offset by \$343,180 of unrestricted fund balance from the Conservation Trust Fund and a transfer revenue of \$100,000 from the General Fund.

13. The budget and appropriation of the Head Start Fund for the Human Services Department are hereby increased in the amount of \$60,000 for the Colorado Department of Early Childhood (CDEC) stimulus funds; to be offset by a like amount of state and federal grant revenue.
14. The budget and appropriation of the Head Start Fund for the Human Services Department are hereby increased in the amount of \$125,000 for the security locks project appropriated but not expended in 2023; to be offset by a like amount of federal grant revenue.
15. The budget and appropriation of the Fleet Services Fund for the Operations Department are hereby increased in the amount of \$2,785,199 for projects appropriated but not expended in 2023; to be offset by a like amount of unrestricted fund balance from the Fleet Services Fund.
16. The budget and appropriation of the Library Fund for the Jefferson County Public Library are hereby increased in the amount of \$4,693,821 for projects appropriated but not expended in 2023; to be offset by a like amount of unrestricted fund balance from the Library Fund.
17. The budget and appropriation of the Library Fund for the Jefferson County Public Library are hereby increased in the amount of \$650,000 for the express library project; to be offset by a like amount of unrestricted fund balance from the Library Fund.
18. The budget and appropriation of the Open Space Fund for the Parks & Conservation Department are hereby increased in the amount of \$100,000 for a Metropolitan Football Stadium Fund project appropriated but not expended in 2023; to be offset by a like amount of transfers from the General Fund.
19. The budget and appropriation of the Patrol Fund for the Sheriff's Office are hereby increased in the amount of \$303,999 for various grants appropriated but not expended in 2023; to be offset by a like amount of state and federal grant revenue.

20. The budget and appropriation of the Public Health Fund for Jefferson County Public Health are hereby increased in the amount of \$80,000 for a Metropolitan Football Stadium Fund project appropriated but not expended in 2023; to be offset by a like amount of transfers from the General Fund.
21. The budget and appropriation of the Road & Bridge Fund for the Development & Transportation Department are hereby increased in the amount of \$5,404,214 for projects appropriated but not expended in 2023; to be offset by a like amount of unrestricted fund balance from the Road & Bridge Fund.
22. The budget and appropriation of the Social Services Fund for the Human Services Department are hereby increased in the amount of \$100,000 for a Metropolitan Football Stadium Fund project appropriated but not expended in 2023; to be offset by a like amount of transfers from the General Fund.
23. The budget and appropriation of the Southeast Sales Tax Capital Projects Fund for the Development & Transportation Department are hereby increased in the amount of \$2,000,000 for various projects appropriated but not expended in 2023; to be offset by a like amount of unrestricted fund balance from the Southeast Sales Tax Capital Projects Fund.
24. The budget and appropriation of the South Traffic Impact Fund for the Development & Transportation Department are hereby decreased in the amount of \$825,000 for administrative adjustments for a traffic impact fee credit settlement agreement; and a like amount restored to the unrestricted fund balance in the South Traffic Impact Fund.
25. The budget and appropriation of the Workforce Development Fund for the Human Services Department are hereby increased in the amount of \$150,000 for a Metropolitan Football Stadium Fund project appropriated but not expended in 2023; to be offset by a like amount of transfers from the General Fund.
26. The budget and appropriation of the Wildland Fire Fund for the Sheriff's Office are hereby increased in the amount of \$147,381 for administrative adjustments for the personnel expenses for the Wildfire Program Manager; to be offset by a like amount of transfer revenue from the General Fund.

27. The authorization of the General Fund for the Sheriff's Office is hereby increased by 1.0 regular positions.
28. The authorization of the Social Services Fund for the Human Services Department is hereby increased by 17.0 regular positions and 5.0 grant funded positions.

FURTHER RESOLVED, that a copy of this Resolution shall be transmitted immediately to the affected spending agencies; and

FURTHER RESOLVED, that a certified copy of this Resolution shall be filed by the Director of Strategy, Planning, and Analysis with the Division of Local Government in the State of Colorado Department of Local Affairs.

Resolution No. CC24-113

Background: Departments have identified and briefed programs or grants that were not identified or awarded prior to budget adoption.

BCC Briefing Presented on: March 26, 2024; April 2, 2024, and April 16, 2024. Administrative Supplemental email sent to BCC April 23, 2024.

Fiscal Impact: This resolution would increase the 2024 budget and appropriation for various funds by a total of \$33,864,944. This supplemental appropriation identifies \$2,390,628 in increased expenditures with offsetting revenues, \$769,731 in increased expenditures with interfund transfers, and \$30,704,585 in the use of unrestricted fund balance. The specific funds and departments are identified on the Supplemental Appropriation Summary attachment.

Original returned to:

Micah Badana, Strategy, Innovation & Finance, x8594

Distribution:

Daniel Conway, Strategy, Innovation & Finance, x8507

Stephanie Corbo, Strategy, Innovation & Finance, x8542

Jean Biondi, County Attorney's Office, x8963

CASE SUMMARY

CASE SUMMARY
Consent Agenda

BCC Hearing Date: April 30, 2024 (Continued from: April 9, 2024)

23-102943VA Vacation of Right-of-Way (Continued from: April 9, 2024)

Case Name: 16764 County Road 126

Owner: Jefferson County

Applicant: David Vuono

Location: Adjacent to 16764 County Road 126
Section 27, Township 7 South, Range 71 West

Approximate Area: 0.12 Acres (5,360 sq ft)

Purpose: To vacate an unused portion of right-of-way for County Road 126

Case Manager: Chuck Childs

Applicant Team Presenters:

David Vuono, dvuono@gmail.com, 203-36-8529, owner

Minor Variations:

- 23-132676 MVR - Minor Variance Request to legalize a 15-foot front setback where 30-feet is required. Approved on February 12, 2024.

Related Cases:

- 22-132796MA (Property Merger)
- 24-108113MA (Property Merger)

Recommendations:

- **Staff:** Recommends Approval subject to conditions

Interested Parties:

- None

Level of Community Interest: Low

Representative for Applicant: David Vuono

General Location: East of Intersection of County Road 126 & 2nd St

Case Manager Information: Phone: 303-271-8760 e-mail: cchilds@jeffco.us

STAFF REPORT

BCC Hearing Date: April 30, 2024 (Continued from April 9, 2024)

23-102943VA

Vacation of Right-of-Way

Related Cases: 23-132676 MVR (Minor Variance Request)
22-132796MA (Property Merger)
24-108113MA (Property Merger)

Owner: Jefferson County

Applicant: David Vuono

Location: Right-of-Way adjoining 16764 County Road 126
Section 27, Township 7 South, Range 71 West

Approximate Area: 0.12 Acres (5,360 sq ft)

Purpose: To vacate an unused portion of right-of-way for County Road 126

Case Manager: Chuck Childs

Background/Unique information:

The Pine Grove Plat dated 1886, recorded in Book 1 Page 28, shows Main Street (current location of County Road 126), which was granted and conveyed to the public. Jefferson County maintains County Road 126, which in accordance with Land Development Regulation Section 13.B.1, makes this "Right-of-Way" (ROW) eligible for vacation.

This Vacation will allow the owner/applicant to merge their property with the vacated Right-of-Way to correct an issue where approximately 2 feet of the southwest corner of the 1-story frame cabin, built in 1875, encroaches into the Right-of-Way.

The proposed Right-of-Way vacation will provide a front / south property line setback of 15 feet, when 30 feet is required by the Mountain Residential Three Zone District (MR-3). On February 12, 2024, Minor Variance Request (23-132676MVR) was granted for this reduced setback.

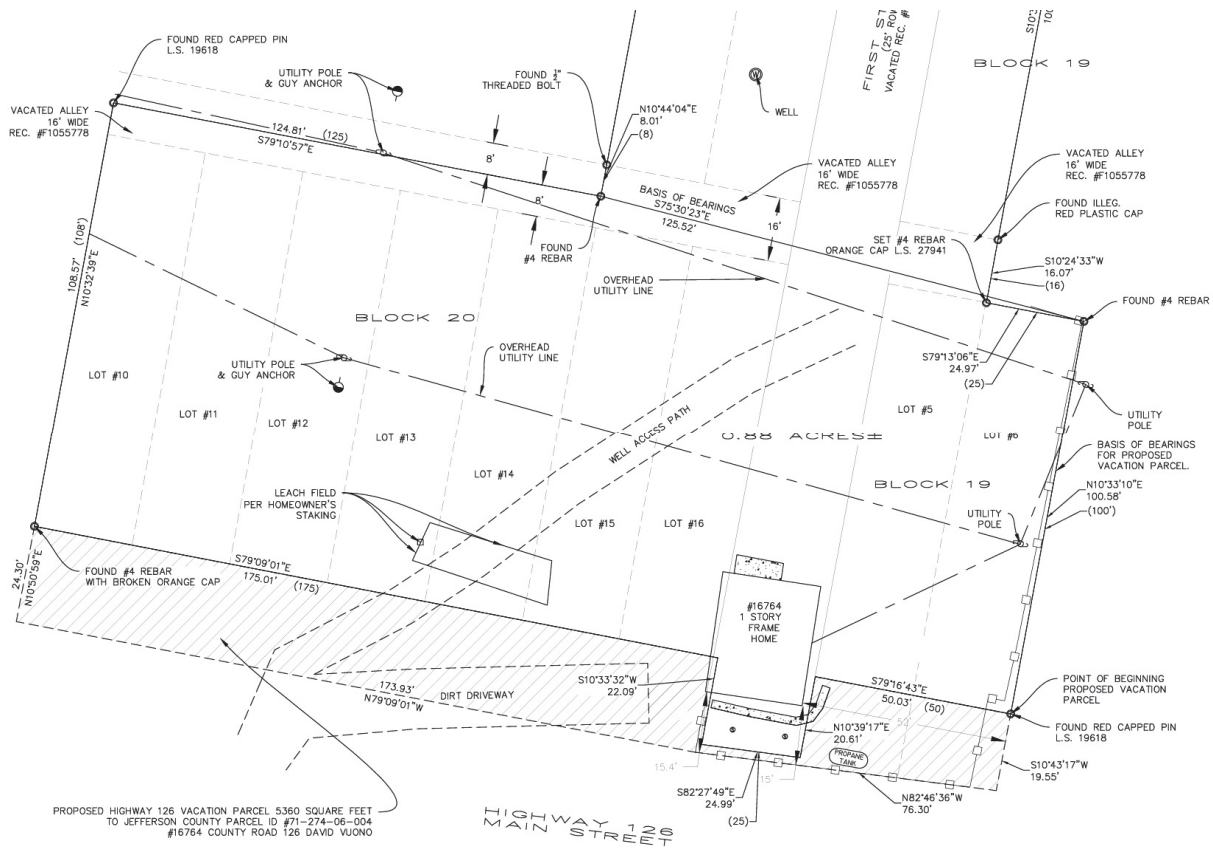
The applicant previously executed a Property Merger Agreement to combine all lots he owns from the original subdivision, as well as vacated alleyways transversing his property. The Property Merger Agreement (22-132796MA) and Resolution of Vacation V16-9-99 are included in the attached packet.

The Property Merger Agreement (24-108113MA), which is being processed in conjunction with this Vacation Case, will merge the vacated Right-of-Way with the applicant's property following approval of this case.

Vesting Exhibit and Discussion:

The Road and Bridge Division and Transportation and Engineering Divisions support this Right-of-Way vacation request. The vacated property will vest to the one property owner of the abutting property owner to the north. The abutting property owner will be responsible to maintain the newly acquired property. There is one affected property owner – the applicant. Staff has received no objections to this Right-of-Way vacation.

The vacated ROW will vest to the property owner of the abutting lots (which have been merged by a County Process) as shown in the graphic below, the Vacation Exhibit provided by the applicant, and the legal descriptions entitled "Exhibit A1-H4" provided by the applicant.



Property Owners Involved:

- David Vuono, 16764 County Road 126

Community Notification:

Notification of the proposed development was sent and posted in accordance with the Land Development Regulation. Please see the attached Notification Summary for more information.

During the processing of the application, Staff **did not receive** responses in objection to the proposal.

Analysis:

In order to proceed with the Vacation of Right-of-Way process, the application must be in conformance with the following:

	(1) Legal and Physical Access	(2) Utilities	(3) Private Maintenance Association	(4) Property Mergers	(5) Street/Road System	(6) Construction Plans/Improvements	(7) Circulation System	(8) Right-of-Way Reimbursement	(9) Isolated Right-of-Way	(10) Piecemeal Right-of-Way
Acceptable	✓.	✓.	✓.	✓.	✓.	✓.	✓.	✓.	✓.	✓.
Unacceptable										

1. Legal and Physical Access:

A vacation may not eliminate the only physical or legal access for any property per Section 13.C.1 of the Land Development Regulation.

All abutting and/or affected property owners have existing access and are not impacted by this Right-of-Way vacation. This Right-of-Way vacation request will not impact access to any existing lot, parcel and/or tract.

Legal and Physical access is in conformance with Section 13.C.1 of the Land Development Regulation.

2. Utilities:

A vacation may not eliminate the only physical or legal rights to utilities for any property per Section 13.C.2 of the Land Development Regulation.

All utility companies and districts including CORE, Colorado Natural Gas, and Lumen have provided letters stating there are no existing or proposed utilities within the proposed Right-of-Way vacation area.

Utilities are in conformance with Section 13.C.2 of the Land Development Regulation.

3. Private Maintenance Association:

The County may assign the vacated property to a private maintenance association per Section 13.C.3 of the Land Development Regulation.

The applicant is **not** proposing that a private maintenance association take over maintenance. The applicant will maintain the vacated ROW.

4. Property Mergers:

A Property Merger may be required to combine parcels affected by the vacation per Section 13.C.4 of the Land Development Regulation.

During the processing of the Vacation of Right-of-Way case, the applicant applied for a Minor Variation Request to legalize a 15-foot setback where 30-foot is required. The Minor Variation Request was approved on February 12, 2024 subject to the condition of the approval of the Vacation of Right-of-Way.

Along with the above referenced Minor Variation Request, a Property Merger agreement is required to combine the vacated property with the abutting property to address the encroachment into Right-of-Way of the existing single-family dwelling. The applicant has applied for this property merger under case number 24-108113MA. Recordation of this property merger has been included as a condition of this vacation.

The requirement for a property merger is in conformance with Section 13.C.4 of the Land Development regulation.

5. Street/Road System:

Vacation requests shall not negatively impact the existing or planned street/road system per Section 13.C.5 of the Land Development Regulation.

This vacation request does not negatively impact the existing or planned street/road system.

This Vacation conforms to the requirements set forth in Section 13.C.5 of the Land Development Regulation.

6. Construction Plans:

Construction plans for improvements are required to maintain acceptable service, or to mitigate negative impacts, and must be submitted in accordance with the Land Development Regulation and Transportation Design and Construction Manual per Section 13.C.6 of the Land Development Regulation.

Construction plans are not necessary for this Right-of-Way vacation case because no new street/road construction is necessary for traffic and safety related to the site.

This Vacation conforms to the requirements set forth in Section 13.C.6 of the Land Development Regulation.

7. Circulation System:

Vacation requests shall not create a circulation system that is non-compliant with the Land Development Regulation, unless an Alternative Standard/Requirement has been granted per Section 13.C.7 of the Land Development Regulation.

The circulation system is found to be compliant.

This Vacation conforms to the requirements set forth in Section 13.C.7 of the Land Development Regulation.

8. Right-of-Way Reimbursement:

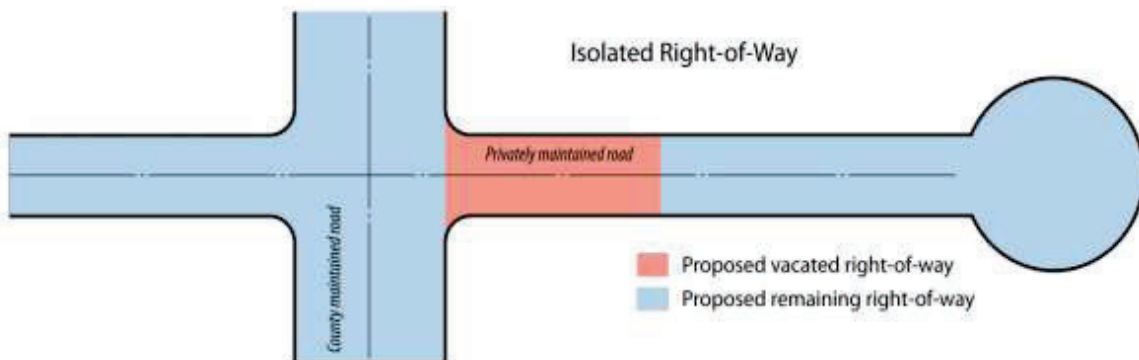
Reimbursement costs will be required for vacation requests that involve Right-of-Way that was previously purchased by the County per Section 13.C.8 of the Land Development Regulation.

This requirement only applies to Right-of-Way that the county paid for through a county improvements project. Since that was not the case with this original Right-of-Way dedication there is no requirement for reimbursement of Right-of-Way and the County is not requesting fees.

The Vacation conforms to the requirements set forth in Section 13.C.8 and Section 33 of the Land Development Regulation.

9. Isolated Right-of-Way:

Vacation requests that create isolated Right-of-Way (as shown below) are not permitted per Section 13.C.9 of the Land Development Regulation.

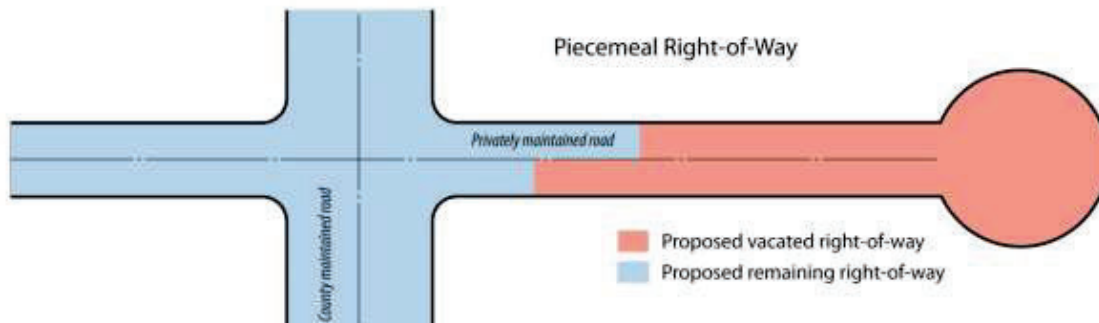


This vacation request does not create isolated ROW.

This Vacation conforms to the requirements set forth in Section 13.C.9 of the Land Development regulation.

10. Piecemeal Right-of-Way:

The “piecemeal” vacation of Right-of-Way (as shown below) is discouraged and shall be reviewed on a case-by-case basis per Section 13.C.10 of the Land Development Regulation.



This vacation request does not create piecemeal ROW because the proposed ROW to be vacated is outside of the County maintained road.

This Vacation conforms to the requirements set forth in Section 13.C.10 of the Land Development Regulation.

Additional Requirements:

1. Statutory Requirement – Boundary (C.R.S §43-2-303):

The Right-of-Way is requested to be vacated with this application is not within the limits of any city or town, and it does not form the boundary line of a city, town or county.

SUMMARY/RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners find(s) that:

1. Jefferson County has acquired a public roadway over, through and on the lands described herein.
2. The Right-of-Way described herein is no longer necessary for use by the public.
3. The Right-of-Way is not within the limits of any city or town and does not form the boundary line of a city, town or county.
4. By a vacation of said Right-of-Way, no land would be left without an established public street or road or private access easement connecting it with another established public street or road.
5. The proposal conforms with the Land Development Regulation because all applicable regulations have been satisfied as indicated within this report.
6. The proposal is in compliance with title 43, article 2, part 300 of the Colorado Revised Statutes.

AND

Staff recommends that the Board of County Commissioners **APPROVE** Case No. 23-102943VA subject to the following condition[s]:

1. A completed merger agreement that merges the vacated Right-of-Way with the abutting property to the north, which will be recorded immediately following recordation the vacation of Right-of-Way resolution.

Staff further recommends that the Board of County Commissioners upon completion of the aforementioned condition and pursuant to Section 43-2-303, C.R.S. as amended, all rights, titles or interests of the County of Jefferson, State of Colorado are vacated subject to a reservation of easements for the continued use of the existing sewer, gas, water or similar pipe lines and appurtenances, existing ditches or canals and appurtenances, and existing electric, telephone, cable television, and similar lines and appurtenances, if any, in the vacated Right-of-Way discussed herein, and more particularly described in Exhibit A1-H4 in the hearing packet.

Staff further recommends that the Board of County Commissioners determine that the vacated roadway shall vest pursuant to C.R.S. 43-2-302(1)(b), as described on the vesting exhibit and legal description (Exhibit A1-H4) including in the hearing packet, to abutting property owner David Vuono (property address of 16764 County Road 126).

COMMENTS PREPARED BY:

Chuck Childs

Chuck Childs, Civil Planning Engineer

CASE DATES SUMMARY

Jefferson County Case Management

CASE DATE SUMMARY

Case Number: 23-102943VA Case Type: Vacation of Right-of-Way

Initial Application Submitted: February 13, 2023

Case Sent on First Referral: April 26, 2023

Referral Responses Provided to Applicant: August 8, 2023

Case Scheduled for Hearing(s): April 9, 2024 (continued to April 30, 2024)

PROPOSED Vacation

PARCEL DESCRIPTION PROPOSED HWY 126 VACATION:

THAT PART OF MAIN STREET, PINE GROVE, JEFFERSON COUNTY PLAT BOOK 1, PAGE 28, LOCATED IN THE S.E. ¼ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 71 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF MAIN STREET, ALSO KNOWN AS COUNTY HIGHWAY 126, ADJACENT TO LOTS 5&6, BLOCK 19, 1ST STREET BETWEEN BLOCK 19 AND 20, AND LOTS 10-16, BLOCK 20, PINE GROVE SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE S.E. CORNER OF LOT 6, BLOCK 19, PINE GROVE SUBDIVISION, FROM WHENCE THE N.E. CORNER OF SAID LOT 6 BEARS N10°33'10"E 100.58', THENCE S10°43'17"W, A DISTANCE OF 19.55'; THENCE N82°46'36"W, A DISTANCE OF 76.30'; THENCE N79°09'01"W, A DISTANCE OF 173.93'; THENCE N10°50'59"E, A DISTANCE OF 24.30' TO THE S.W. CORNER OF LOT 10, BLOCK 20, PINE GROVE SUBDIVISION; THENCE S79°09'01"E, ALONG THE SOUTH LINE OF LOTS 10-16, BLOCK 20, A DISTANCE OF 175.01' TO A POINT ON THE WESTERLY EDGE OF PREVIOUSLY VACATED RIGHT OF WAY (V16-9-99, AT RECEPTION #F1055778); THENCE ALONG THE BOUNDARY OF PREVIOUSLY VACATED RIGHT OF WAY THE FOLLOWING COURSES; THENCE S10°33'32"W, A DISTANCE OF 22.09'; THENCE S82°27'49"E, A DISTANCE OF 24.99'; THENCE N10°39'17"E, A DISTANCE OF 20.61' TO THE N.E. CORNER OF SAID TRACT; THENCE S79°16'43"E, ALONG THE SOUTH LINE OF LOTS 5&6, BLOCK 19, A DISTANCE OF 50.03' TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 5360 SQUARE FEET, MORE OR LESS. BEARINGS ARE BASED ON THE EAST LINE OF LOT 6, BLOCK 19 BEING N10°33'10"E. THE N.E. CORNER OF SAID LOT 6 IS MONUMENTED BY A FOUND #4 REBAR. THE S.E. CORNER OF SAID LOT 6 IS A 1.25" RED CAPPED PIN, L.S. 19618.

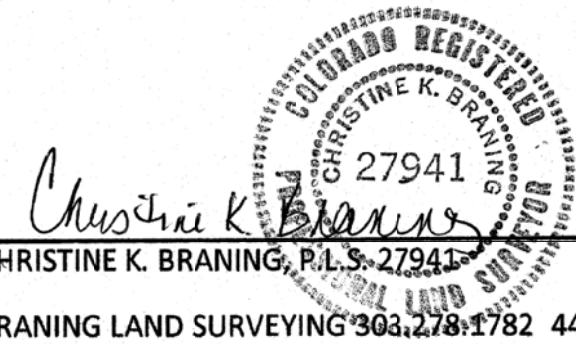
IMPROVEMENT SURVEY PLAT
OF LOTS IN BLOCKS 19 & 20, AND VACATED ALLEYS AND
ROADWAYS IN PINE GROVE SUBDIVISION, LOCATED IN THE S.E.
¼ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 71 WEST, OF
THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

LEGAL DESCRIPTION:

Exhibit A	
PARCEL A:	LOTS 1 AND 2, BLOCK 20, PINE GROVE, COUNTY OF JEFFERSON, STATE OF COLORADO.
PARCEL B:	LOTS 10 TO 16, INCLUSIVE, BLOCK 20, PINE GROVE, COUNTY OF JEFFERSON, STATE OF COLORADO.
PARCEL C:	THE NORTHEASTERLY 1/2 OF VACATED ALLEY IN BLOCK 20 OF PINE GROVE ADJOINING LOTS 1 AND 2, BLOCK 20, PINE GROVE TO THE SOUTH AS VACATED BY VACATION RESOLUTION NO. V16-9-99 OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS RECORDED MAY 12, 2000 UNDER RECEPTION NO. F1055778, COUNTY OF JEFFERSON, STATE OF COLORADO.
PARCEL D:	THE SOUTHWESTERLY 1/2 OF VACATED ALLEY IN BLOCK 20, PINE GROVE ADJOINING LOTS 10 TO 16, INCLUSIVE, BLOCK 20, TO THE NORTH, AS VACATED BY VACATION RESOLUTION NO. V16-9-99 OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS RECORDED MAY 12, 2000 UNDER RECEPTION NO. F1055778, TOGETHER WITH THE ALL OF VACATED FIRST STREET AS SHOWN ON PINE GROVE, LYING BETWEEN BLOCK 19 AND BLOCK 20 OF PINE GROVE EXTENDING SOUTHERLY TO WITHIN 35 FEET OF THE CENTERLINE OF COUNTY HIGHWAY 126 (MAIN STREET), AS VACATED BY VACATION RESOLUTION NO. V16-9-99 OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS RECORDED MAY 12, 2000 UNDER RECEPTION NO. F1055778, COUNTY OF JEFFERSON, STATE OF COLORADO.
PARCEL E:	LOTS 4, 5 AND 6, BLOCK 19, PINE GROVE, COUNTY OF JEFFERSON, STATE OF COLORADO, TOGETHER WITH VACATED ALLEY BETWEEN LOTS 4 AND 5, AS VACATED BY VACATION RESOLUTION NO. V16-9-99 OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS RECORDED MAY 12, 2000 UNDER RECEPTION NO. F1055778.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE THE OWNERSHIP OF THE TRACT, COMPATIBILITY OF THE DESCRIPTION WITH THOSE ADJACENT TRACTS, RIGHTS OF WAY, EASEMENTS, CIVIL COURT ACTIONS OR ENCUMBRANCES OF RECORD. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. A TITLE COMMITMENT MAY DISCLOSE FACTS NOT REFLECTED IN THIS SURVEY. 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 ON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN 10 YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE:
I CHRISTINE K. BRANING, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE TO DAVID VUONO THAT THE SURVEY REPRESENTED BY THIS PLAT WAS DONE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.



DATE: JANUARY 4, 2023

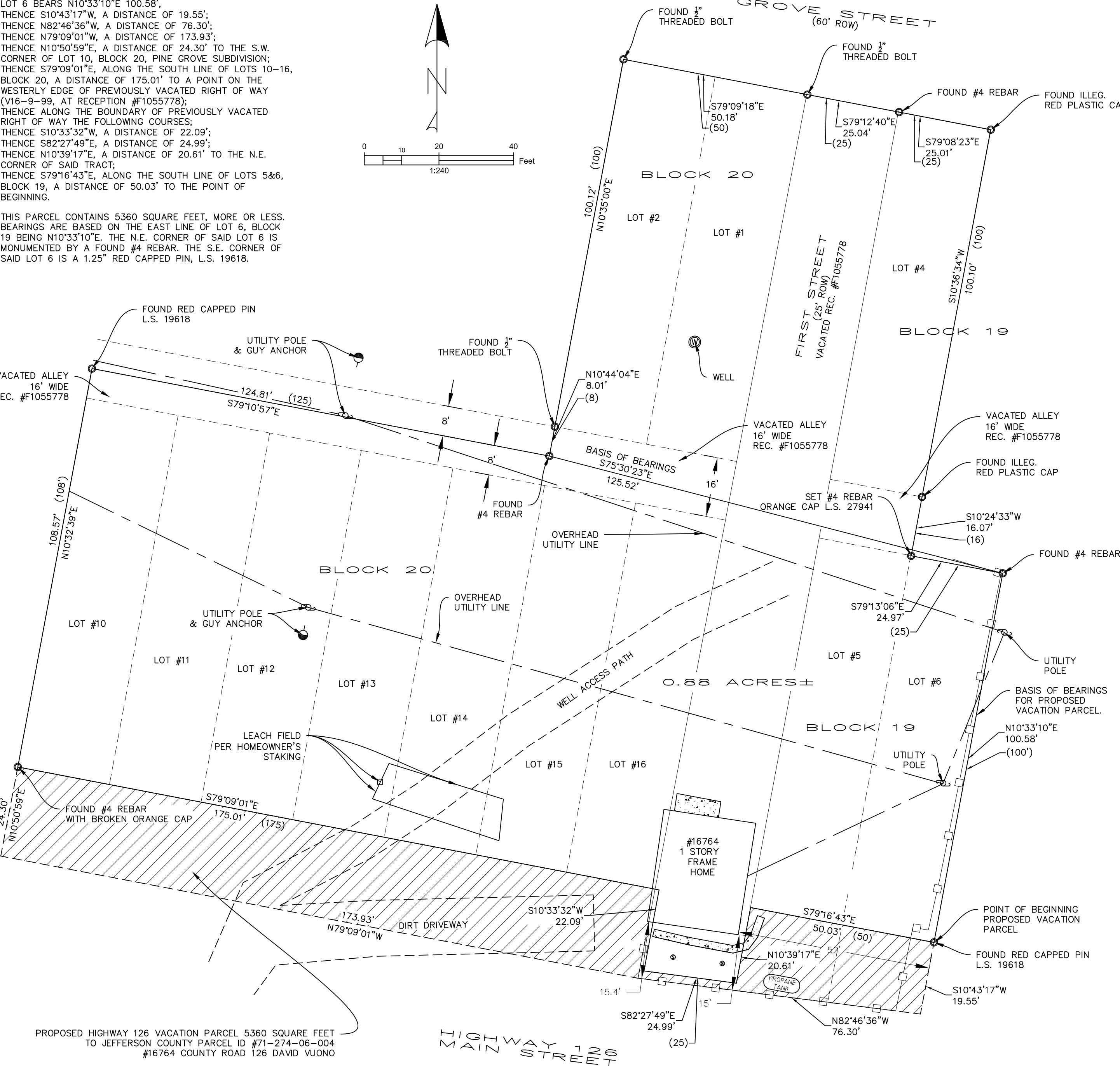
BRANING LAND SURVEYING 303.278.1782 4445 ELDRIDGE STREET GOLDEN, CO 80403

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THIS CERTIFICATE HEREON. THIS CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT A RECERTIFICATION NAMING SAID PERSON. THIS SURVEY IS VALID ONLY IF THE PRINT HAS THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR. POSITIONAL TOLERANCE: 0.3'±. THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED. THE BOUNDARY EVIDENCE SHOWN HEREON IS THE RESULT OF MEASUREMENTS, OBSERVATIONS AND CALCULATIONS MADE AT THE DATE OF THE SURVEY. ADDITIONAL EVIDENCE WHICH MAY NOT HAVE BEEN EVIDENT DUE TO SNOW, LACK OF ACCESS, SAFETY OR OTHER CIRCUMSTANCES MAY LEAD TO DIFFERENT RESULTS. THE RESULTS SHOWN HEREON ARE THE OPINION OF THE SURVEYOR AND MAY CHANGE UPON THE DISCOVERY OF AND EVALUATION OF ADDITIONAL EVIDENCE.

THE LOCATION OF EXISTING FENCES OR OTHER SIMILAR FEATURES DENOTING LINES OF POSSESSION/USAGE IN THE VICINITY OF THE PERIMETER OF THIS TRACT MAY INDICATE OWNERSHIP ACQUIRED OR LOST THROUGH UN RECORDED MEANS. AN ATTORNEY SHOULD BE CONSULTED REGARDING THIS MATTER. FEMA FLOOD PLAIN STATUS WAS NOT RESEARCHED FOR THIS PROPERTY. FLOOD PLAIN STATUS IS NOT A PART OF THIS SURVEY/CERTIFICATION. SENATE BILL 35 COMPLIANCE WAS NOT VERIFIED FOR THIS SURVEY.

NOTE: DIMENSIONS IN PARENTHESES () ARE RECORD/PLATTED VALUES.

- NOTES:
1. LANDSCAPING AND UNDERGROUND FEATURES SUCH AS SPRINKLERS OR BURIED UTILITIES ARE NOT SHOWN AND ARE NOT PART OF THIS CERTIFICATION.
 2. THIS SURVEY RELIED UPON SURVEYS RECORDED AT JEFFERSON COUNTY RECEPTION #93165122 AND F1149921.
 3. LEACH FIELD LOCATION SHOWN HEREON IS BASED ON STAKES SET BY THE PROPERTY OWNER (PERMIT #18866).
 4. THE DWELLING ENCROACHES SLIGHTLY ON THE WESTERN SIDE AS SHOWN HEREON.
 5. THIS PLAT WAS REVISED JANUARY 4, 2023 TO SHOW THE PROPOSED RIGHT OF WAY VACATION OF HIGHWAY 126 AS SHOWN HEREON. ADDITIONAL FIELD WORK WAS NOT DONE.
 6. THIS DRAWING WAS REVISED DECEMBER 20, 2023 TO SHOW DIMENSIONS FROM THE HOUSE TO THE PROPOSED VACATED RIGHT OF WAY, ADDITIONAL FIELDWORK WAS NOT DONE.



PROPOSED HIGHWAY 126 VACATION PARCEL 5360 SQUARE FEET
TO JEFFERSON COUNTY PARCEL ID #71-274-06-004
#16764 COUNTY ROAD 126 DAVID VUONO

HIGHWAY 126
MAIN STREET

PARCEL DESCRIPTION PROPOSED HWY 126 VACATION:


THAT PART OF MAIN STREET, PINE GROVE, JEFFERSON COUNTY PLAT BOOK 1, PAGE 28, LOCATED IN THE S.E. $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 71 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF MAIN STREET, ALSO KNOWN AS COUNTY HIGHWAY 126, ADJACENT TO LOTS 5&6, BLOCK 19, 1ST STREET BETWEEN BLOCK 19 AND 20, AND LOTS 10-16, BLOCK 20, PINE GROVE SUBDIVISION DESCRIBED AS FOLLOWS:

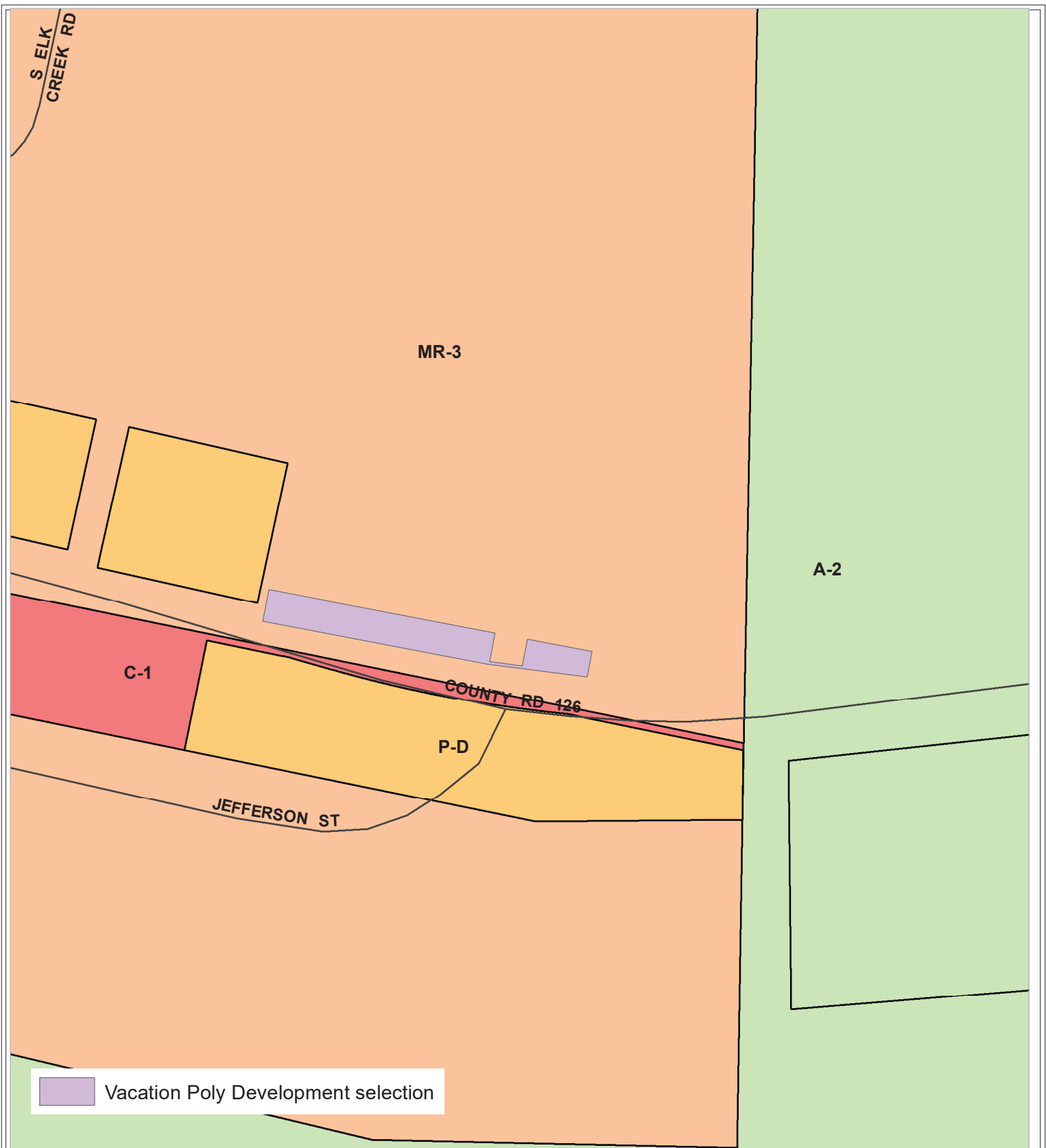
BEGINNING AT THE S.E. CORNER OF LOT 6, BLOCK 19, PINE GROVE SUBDIVISION, FROM WHENCE THE N.E. CORNER OF SAID LOT 6 BEARS N10°33'10"E 100.58',
THENCE S10°43'17"W, A DISTANCE OF 19.55';
THENCE N82°46'36"W, A DISTANCE OF 76.30';
THENCE N79°09'01"W, A DISTANCE OF 173.93';
THENCE N10°50'59"E, A DISTANCE OF 24.30' TO THE S.W. CORNER OF LOT 10, BLOCK 20, PINE GROVE SUBDIVISION;
THENCE S79°09'01"E, ALONG THE SOUTH LINE OF LOTS 10-16, BLOCK 20, A DISTANCE OF 175.01' TO A POINT ON THE WESTERLY EDGE OF PREVIOUSLY VACATED RIGHT OF WAY (V16-9-99, AT RECEPTION #F1055778);
THENCE ALONG THE BOUNDARY OF PREVIOUSLY VACATED RIGHT OF WAY THE FOLLOWING COURSES;
THENCE S10°33'32"W, A DISTANCE OF 22.09';
THENCE S82°27'49"E, A DISTANCE OF 24.99';
THENCE N10°39'17"E, A DISTANCE OF 20.61' TO THE N.E. CORNER OF SAID TRACT;
THENCE S79°16'43"E, ALONG THE SOUTH LINE OF LOTS 5&6, BLOCK 19, A DISTANCE OF 50.03' TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 5360 SQUARE FEET, MORE OR LESS. BEARINGS ARE BASED ON THE EAST LINE OF LOT 6, BLOCK 19 BEING N10°33'10"E. THE N.E. CORNER OF SAID LOT 6 IS MONUMENTED BY A FOUND #4 REBAR. THE S.E. CORNER OF SAID LOT 6 IS A 1.25" RED CAPPED PIN, L.S. 19618.

THIS DESCRIPTION WAS PREPARED FOR AND ON BEHALF OF DAVID VUONO BY CHRISTINE K. BRANING, L.S. 27941.


Christine K. Braning
CHRISTINE K. BRANING, P.L.S. 27941
DATE: JANUARY 4, 2023
BRANING LAND SURVEYING 303.278.1782 4445 ELDRIDGE STREET GOLDEN, CO 80403

MAPS

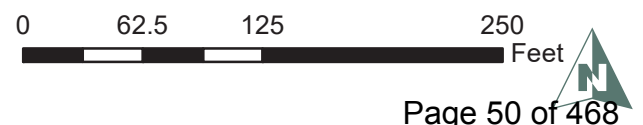


Case Number: 23-102943VA
Location: Section 7, T7S, R71W



JEFFERSON
 COUNTY COLORADO

This product has been developed for internal use only. The Planning and Zoning Division makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of such products, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.





Case Number: 23-102943VA
Location: Section 7, T7S, R71W



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Case Number: 23-102943VA

Location: Section 7, T7S, R71W

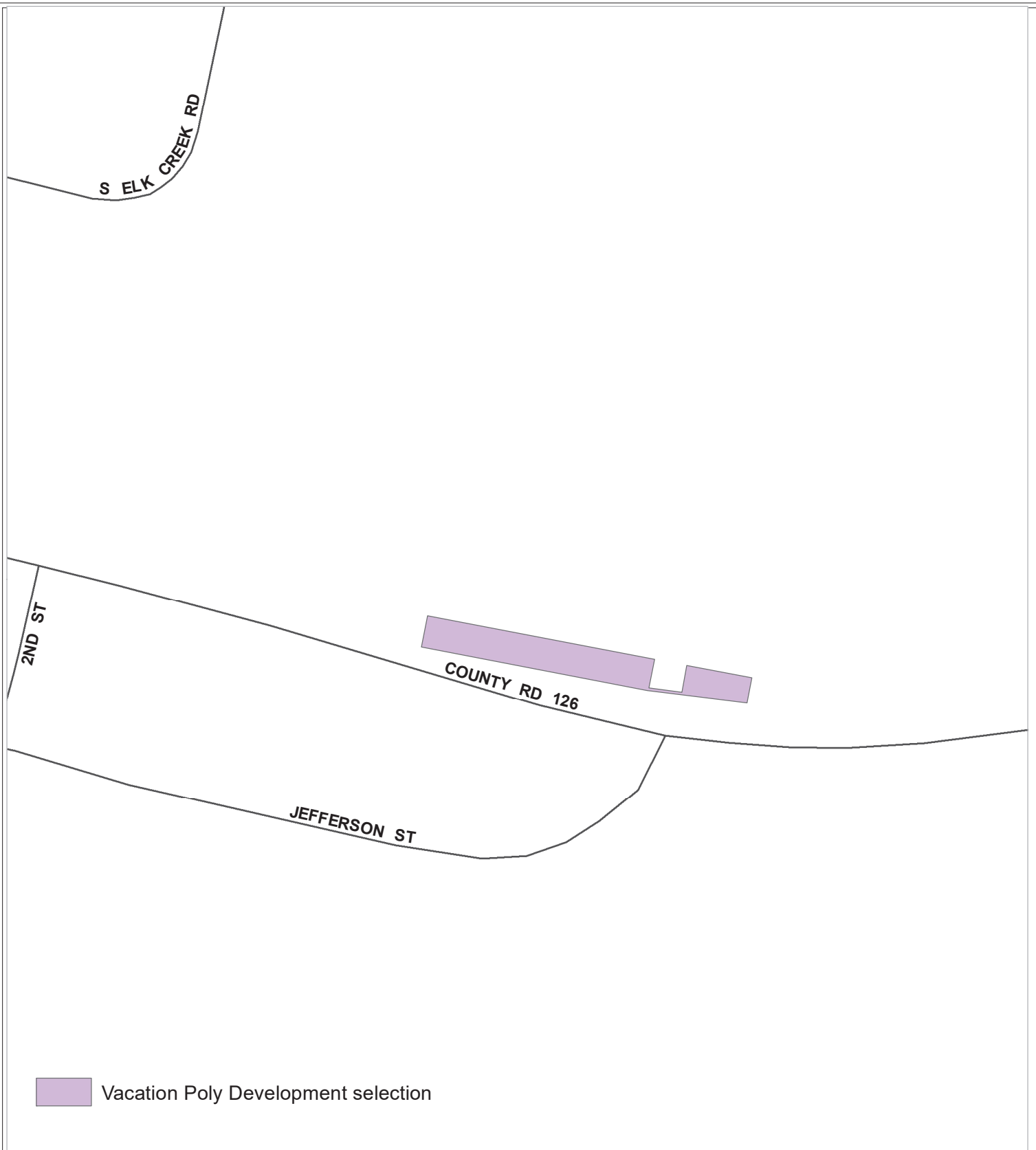


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0 62.5 125 250 Feet





Case Number: 23-102943VA

Location: Section 7, T7S, R71W



JEFFERSON
COUNTY COLORADO

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0 62.5 125 250 Feet



NOTIFICATION SUMMARY

Case Number 23-102943VA

As a requirement of the Jefferson County Zoning Resolution, the following Level 2 Notification was provided for this proposal.

Notification of this proposed development was mailed to adjoining property owners and Registered Associations the property lies within.

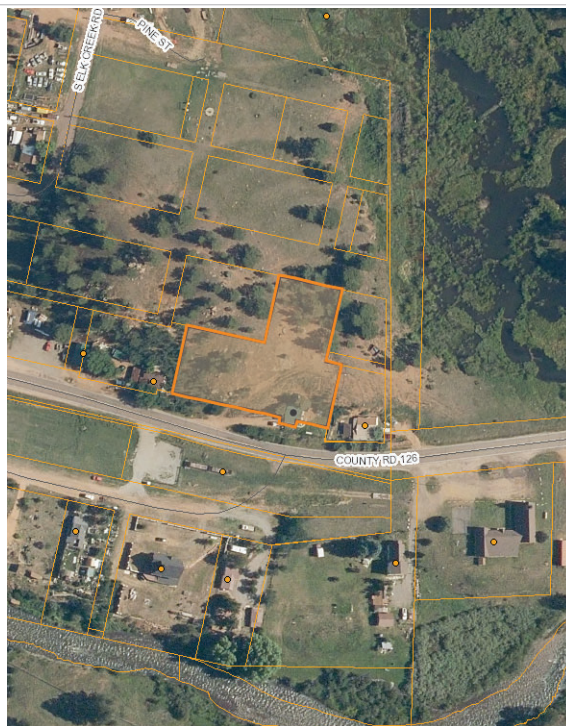
These radii are shown on the maps below. The initial notification was mailed at the time of the first referral. Additional notification was mailed 14 days prior to the Board of County Commissioners Hearing.

Lists of the specific property owners and registered associations that received notification are attached to this summary.

Property Owners



Registered Associations



From the Jefferson County Assessor's Office
Home Owners Associations within 1 feet of 71-274-06-004

Subject Properties

Owner	PIN/Schedule	Mail Address	Property Address
VUONO DAVID	300034365	16764 COUNTY RD 126 PINE, CO 80470	16764 COUNTY RD 126 , PINE, CO 80470

4 HOA within 1 feet of subject properties

HOA Name	Contact	Address Line 1	Address Line 2
CONIFER AREA COUNCIL	PETER BARKMANN	19009 PLEASANT PARK RD	CONIFER CO 80433
JEFFERSON COUNTY HORSE COUNCIL			
PINE/ELK CREEK IMPROV ASSN	LARRY MEANS	16624 PINE VALLEY RD	PINE CO 80470
PLAN JEFFCO	C/O MICHELLE POOLET	24396 CODY PARK ROAD	GOLDEN, CO 80401

Owner	Mail Address	Mail Loc	Mail Zip	Property Address	Property Loc	Property Zip
VUONO DAVID	16764 COUNTY RD 126	PINE, CO	80470	16764 COUNTY RD 126	PINE, CO	80470
PINE ELK CREEK IMPROVEMENT ASSOCIATION	16624 PINE VALLEY RD	PINE, CO	80470	16855 2ND ST	PINE, CO	80470
NORTH FORK FIRE PROTECTION DISTRICT	PO BOX 183	BUFFALO C	80425	16675 COUNTY RD 126	PINE, CO	80470
SPENCER CHRISTEN	16744 COUNTY RD 126	PINE, CO	80470	16744 COUNTY RD 126	PINE, CO	80470
FARMER RUSSELL W	16774 PINE VALLEY RD	PINE, CO	80470	16774 COUNTY RD 126	PINE, CO	80470
HAGEN LESTER W	PO BOX 75	GRANT, CO	80448	VACANT LAND	PINE, CO	80470
FARMER RUSSELL W	16774 PINE VALLEY RD	PINE, CO	80470	VACANT LAND	, CO	

Case Type: Vacation Right of Way

Case Number: 23-102943VA **Case Name:** 16764 County Rd 126

Where: 16764 County Rd 126

General Location: Block 19 Lots 4 through 6 inclusive, Key 0SA, 0AA, , and Bloc

Case Manager: Charles Childs, 303-271-8760, cchilds@co.jefferson.co.us

Purpose: Vacation of portion of County Road 126, adjacent to 16764 Pine Valley Road.

A formal application has been submitted to Jefferson County for the development proposal described above. The applicant is required to provide this notification as a part of the processing requirements for this application.

Documents for this case can be accessed through the Planning & Zoning Website.

<http://jeffco.us/planning-and-zoning/active-cases/>
or by contacting the case manager.

Case Type: Vacation Right of Way

Case Number: 23-102943VA **Case Name:** 16764 County Rd 126

Where: 16764 County Rd 126

General Location: Block 19 Lots 4 through 6 inclusive, Key 0SA, 0AA, , and Bloc

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General Location: Block 19 Lots 4 through 6 inclusive, Key 0SA, 0AA, , and Bloc

Case Manager: Charles Childs, 303-271-8760, cchilds@co.jefferson.co.us

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<http://jeffco.us/planning-and-zoning/active-cases/>
or by contacting the case manager.

RELIEF

Administrative Decision Memorandum

Date: January 22, 2024

23-132676 MVR Minor Variation Request

Related Cases: 23-102943VA (Vacation of Right-of-Way)

Owner(s): David Vuono

Location: 16764 County Road 126, Pine

Purpose: To legalize an existing single-family dwelling

Zoning: Mountain Residential Three (MR-3)

Case Manager: Kayla Bryson

Background / Discussion:

The applicant is currently in the Vacation of Right-of-Way process with the County, as the existing house encroaches into the right-of-way at the southwest corner. The applicant worked with the Road and Bridge Division and Transportation and Engineering Division to obtain right-of-way to correct this issue. However, he was not able to obtain enough right-of-way to meet the setback requirements for the Mountain Residential Three Zone District.

The applicant is requesting relief to front setback requirements to the southern property line at 16764 County Road 126 in Pine, Colorado. The applicant purchased the property in 2021 and is seeking to legalize the placement of the existing single-family dwelling on the lot. The house is estimated to have been originally built in 1875 and is fifteen feet from the front/south property line, when thirty feet is required in MR-3 zoning districts.

The applicant has also executed a Property Merger Agreement to combine all the lots he owns from the original subdivision, as well as vacated alleyways traversing his property. The Property Merger Agreement (22-132796MA) and Resolution of Vacation V16-9-99 are included in the attached packet.

Applicable Regulations:

Section 1.1 of the Jefferson County Zoning Resolution allows the Director of Planning and Zoning to grant Minor Variations in order to facilitate the reasonable and expeditious processing of a development application. A Minor Variation may be granted for both onsite and offsite requirements for the following: Plats, Exemptions, Vacations, Minor Adjustments, Residential Structure Exclusions, Land Disturbance Permits, Floodplain Permits, Oil and Gas Production Drilling, and Site Development Plans. A Minor Variation may be granted for the offsite requirements of the following: Zonings, Special Uses or Site Approvals. Such variations shall be allowed only after a finding by the Director of Planning and Zoning that:

- a. Such variation(s) does not constitute a substantial change to the permitted land use(s), and that
- b. No substantial detriment to the public good, nor harm to the general purpose and intent of this

Zoning Resolution will be caused thereby.

Justification:

The owner provided the following justification for this Minor Variation Request:

"I am writing today to submit my application to pursue a Vacation of Right of Way (ROW) adjacent to my home at 16764 Pine Valley Rd, Pine CO 80470, along County Rd 126. I recently purchased this property in Dec 2021. The home, a 1-story frame cabin, was built in 1875 prior to the standards set forth in the Jefferson County Zoning Resolution. The cabin abuts County Road 126 in Pine and as a result it does not meet the minimum 30 ft front setback requirement on the primary structure for MR-3 zoning. I had previously requested setback relief due to practical difficulty through a variance application. However, the application was denied because approximately 2' of the southwest corner of the home is off property and on ROW. Thus, under the current circumstances I would not be able to rebuild the primary structure in the event of total loss due to natural disaster, such as wildfire. This creates a Catch-22 because my home insurance won't allow me to rebuild on a different location on the property."

Notification:

As a requirement of the Jefferson County Zoning Resolution, the following notice was provided for this proposal:

1. Notification of this proposed development was mailed to adjacent property owners and to Homeowners' Associations and Umbrella Groups associated with this site.
2. One double-sided sign, identifying the nature of the Minor Variation Request, was provided to the applicant for posting on the site. The sign was provided to the applicant with instructions that the site be posted for 14 days.

The Homeowners' Associations and Umbrella Groups that received notification are as follows:

- Conifer Area Council
- Pine/Elk Creek Improvement Association
- Jefferson County Horse Council
- Plan JeffCo

The minimum required 14-day public comment period has been met. During the processing of the application, staff received no comments in opposition.

Analysis:

Staff recommends approval of the applicant's request based on the following requirements being met from the Zoning Resolution:

1. The foregoing request from the applicant does not substantially alter the intent of the applicable zoning. The existing home has been at its current location for over a century without complaint or concern. Approval of this request would merely allow full repair and any additions would be required to meet the current setbacks of the zone district.
2. The request does no harm to the general purpose and intent of the Zoning Resolution. MR-3 Zone Districts permit single-family dwellings, and this request does not change the intent of the zoning.
3. The applicant provided adequate justification for legalizing the existing front setback distance of the single-family home originally constructed in 1875. Staff supports the applicant's reasoning to justify this Minor Variation Request and his intention to be able to rebuild in case of a natural disaster. The setbacks will not adversely affect nearby residents, as nothing is changing on the property through this request. The existing dwelling appears to be setback further than 15 feet (as shown on the attached survey) due to roadway separation and the house having a higher elevation than the road. These combined have an effect of a much larger setback than is actual.



Photo of dwelling from adjacent street.

Staff Recommendation:

For the reasons indicated within this report, Staff recommends **approval** of the applicant's requests for a Minor Variation Request for lot size and setbacks subject to approval of the Minor Adjustment in accordance with County regulations.

Decision:

Pursuant to Section 1. of the Jefferson County Zoning Resolution, the Director of Planning and Zoning, renders this decision on the request on the requested Minor Variation:

☒ Minor Variation Granted subject to approval of Vacation of Right-of-Way Case 23-102943 VA

☐ Minor Variation Granted with Changes _____

☐ Minor Variation Denied

Christopher B. O'Keefe

Christopher B. O'Keefe

Director of Planning and Zoning

February 12, 2024

Date


JEFFERSON
COUNTY COLORADO

REVIEWED

dmonke01/22/20244:49:35 PM 2024 Page 62 of 468

REFERRAL AGENCIES


23-102943VA - 16764 County Road 126



Charles Childs

To

Bcc jgutierrez@summitutilitiesinc.com; Alfonzo_Martinez@cable.comcast.com; bkaufman@irea.coop; platreview@lumen.com; platreferral@unitedpower.com; donna.L.George@xcelenergy.com

 PDF

16764 Pine Valley Road vacation REVISED 1.pdf
550 KB

The attached Improvement Plat Survey shows the proposed right-of-way that is to be vacated, which is along the north edge of County Road 126 adjacent to 16764 County Road 126.

The attached document and other documents related to this case can be found in this folder: [1st Referral](#)

It appears that you were not sent an email for this case. Any comments you have would be greatly appreciated.

Thank You !



ELECTRONIC REFERRAL

Case Number: 23-102943VA
Case Type: Vacation of Right-of-Way
Address: 16764 County Road 126
Description: Vacation of Right-of-Way adjacent to 16764 County Road 126
Case Manager: Charles Childs
Case Manager Contact Information: cchilds@co.jefferson.co.us 303-271-8760

If you have any questions related to the processing of this application, please contact the Case Manager.



<input type="checkbox"/>	Process	Status	To Start	To End	Started	Ended	Assigned User
<div> <div>+ Administration (2)</div> <div>+ Case Management (2)</div> <div>+ Case Review (1)</div> <div>+ Final Steps (1)</div> <div>+ Public Hearings (2)</div> <div>- Reviews (8)</div> </div>							
<input type="checkbox"/>	Zoning*	No Comment	Nov 20, 2023	Nov 27, 2023	Jun 01, 2023	Jan 10, 2024	Nick Nelson
<input type="checkbox"/>	Transportation and Engineering	No Comment	Apr 26, 2023	May 10, 2023	May 08, 2023	May 08, 2023	Lindsay Townsend
<input type="checkbox"/>	Engineer (Development Review)	Complete	Apr 26, 2023	May 10, 2023	Jun 12, 2023	Jun 12, 2023	Laura Armstrong
<input type="checkbox"/>	Road & Bridge	Complete	Apr 26, 2023	May 10, 2023	Jul 19, 2023	Jul 19, 2023	Keith Dean
<input type="checkbox"/>	Fire District	No Response	Apr 26, 2023	May 10, 2023	Aug 08, 2023	Aug 08, 2023	Charles Childs
<input type="checkbox"/>	Cartographic	Complete	Apr 26, 2023	May 10, 2023	Jul 17, 2023	Jul 17, 2023	Cartography Review
<input type="checkbox"/>	Open Space	No Comment	Apr 26, 2023	May 10, 2023	Apr 27, 2023	Apr 27, 2023	Elizabeth Stoner
<input type="checkbox"/>	Research (Parcel/Access)*	No Comment	Apr 26, 2023	May 10, 2023	Aug 08, 2023	Sep 10, 2023	Kirk Hagaman

REFERRAL COMMENTS

Charles Childs

From: AUTOMAILER@JEFFCO.US
Sent: Monday, July 17, 2023 3:10 PM
To: Charles Childs
Cc: Kendell Court
Subject: 23 102943 VA - Agency Response

Case Number: 23 102943 VA

Case Type: Vacation Right of Way

Case Name: 16764 County Rd 126

Review: Cartographic

Results: Comments Sent (no further review)

Review Comments:

Scheduled End Date: 05/10/2023

Reviewer: Kendell Court

Description: Vacation of portion of County Road 126, adjacent to 16764 Pine Valley Road.

Charles Childs

From: AUTOMAILER@JEFFCO.US
Sent: Sunday, September 10, 2023 9:34 PM
To: XCCHILDS@JEFFCO.US
Cc: Charles Childs
Subject: 23 102943 VA - Agency Response

Case Number: 23 102943 VA

Case Type: Vacation Right of Way

Case Name: 16764 County Rd 126

Review: Research (Parcel/Access)

Results: No Comment (no further review)

Review Comments: Maps are in the case folder, carto had no comments, (Kendell Clark)

Scheduled End Date: 10-MAY-23

Reviewer: Charles Childs

Description: Vacation of portion of County Road 126, adjacent to 16764 Pine Valley Road.



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303.571.3284
Donna.L.George@xcelenergy.com

March 28, 2024

Jefferson County Planning and Zoning
100 Jefferson County Parkway, Suite 3550
Golden, CO 80419

Attn: Charles Childs

Re: 16764 CR 126 ROW Vacation, Case # 23-102943VA

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for **16764 CR 126 ROW Vacation** and currently has **no apparent conflict**.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

4/3/2024



Charles Childs
cchilds@co.jefferson.co.us

P861327
No Reservations/No Objection

SUBJECT: Request for approval of a Vacate Abandon at 16764 County Road 126, Pine, CO.

To Whom It May Concern:

CenturyLink of Colorado, Inc. d/b/a CENTURYLINK ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

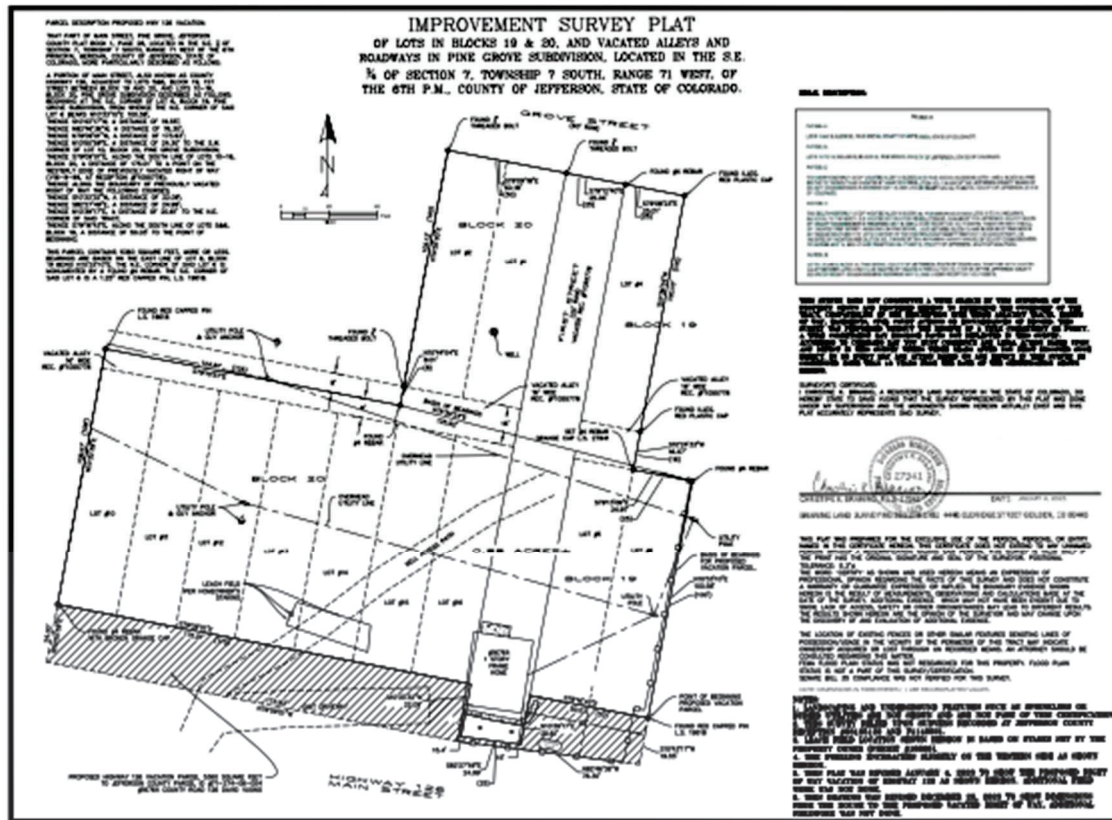
If you have any questions please contact Phil Hackler at (432) 288-08418 or Phil.Hackler@lumen.com.

Sincerely yours,

/s/

CenturyLink Right of Way Team

EXHIBIT A



Charles Childs

From: AUTOMAILER@JEFFCO.US
Sent: Monday, June 12, 2023 12:12 PM
To: Charles Childs
Cc: Laura Armstrong
Subject: 23 102943 VA - Agency Response

Case Number: 23 102943 VA

Case Type: Vacation Right of Way

Case Name: 16764 County Rd 126

Review: Engineer (Development Review)

Results: Comments Sent (no further review)

Review Comments:

Engineering Staff defers to T&E/R&B. Did not see any comments from them.

Scheduled End Date: 05/10/2023

Reviewer: Laura Armstrong

Description: Vacation of portion of County Road 126, adjacent to 16764 Pine Valley Road.

Charles Childs

From: Justin Gutierrez <JGutierrez@Summitutilitiesinc.com>
Sent: Wednesday, March 27, 2024 6:38 AM
To: Charles Childs
Subject: --{EXTERNAL}-- RE: [EXTERNAL EMAIL] 23-102943VA - 16764 County Road 126

This Message Is From an External Sender

This message came from outside your organization.

[Report Suspicious](#)

Good morning Charles,

16764 County Road 126 is outside of Colorado Natural Gas certified service territory. Colorado Natural Gas does not own or operate any facilities or appurtenances in this location and has no objection to the Vacation of Right-of-Way request.

Thanks,

Justin Gutierrez
Engineer
Summit Utilities, Inc.
jgutierrez@SummitUtilitiesInc.com
Office: (720) 981-2123 [x1187]

From: Charles Childs <cchilds@co.jefferson.co.us>
Sent: Tuesday, March 26, 2024 6:28 PM
Subject: [EXTERNAL EMAIL] 23-102943VA - 16764 County Road 126

The attached Improvement Plat Survey shows the proposed right-of-way that is to be vacated, which is along the north edge of County Road 126 adjacent to 16764 County Road 126.

The attached document and other documents related to this case can be found in this folder: [1st Referral](#)
[\[jeffcogov.sharepoint.com\]](https://jeffcogov.sharepoint.com)

It appears that you were not sent an email for this case. Any comments you have would be greatly appreciated.

Thank You !



ELECTRONIC REFERRAL

Case Number: 23-102943VA
Case Type: Vacation of Right-of-Way
Address: 16764 County Road 126
Description: Vacation of Right-of-Way adjacent to 16764 County Road 126
Case Manager: Charles Childs
Case Manager Contact Information: cchilds@co.jefferson.co.us 303-271-8760

If you have any questions related to the processing of this application, please contact the Case Manager.



If you received this message in error, please do not read, copy, or share it. Instead, please notify the sender immediately and permanently delete all copies in your possession.

Charles Childs

From: Brooks Kaufman <BKaufman@core.coop>
Sent: Thursday, April 18, 2024 2:10 PM
To: Charles Childs
Subject: --{EXTERNAL}-- RE: 16764 County Rd 126 (23-102943VA)

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Charles

CORE Electric Cooperative approves the ROW vacation of County Rd 126.

Respectfully

Brooks Kaufman

Lands and Rights of Way Manager

800.332.9540 MAIN
720.733.5493 DIRECT
303.912.0765 MOBILE

[www. \[core.coop\]](http://www.core.coop)[core \[core.coop\].coop](http://core.coop) [\[core.coop\]](http://core.coop).



[The Energy to Thrive™ \[core.coop\]](#)



[\[core.coop\]](http://core.coop)[\[twitter.com\]](https://twitter.com)[\[facebook.com\]](https://facebook.com)[\[instagram.com\]](https://instagram.com)[\[linkedin.com\]](https://linkedin.com)



[\[outlook-sdf.office.com\]](#) [Book time to meet with me \[outlook-sdf.office.com\]](#)

From: Charles Childs <cchilds@co.jefferson.co.us>

Sent: Tuesday, April 16, 2024 11:19 AM

To: Brooks Kaufman <BKaufman@core.coop>

Subject: 16764 County Rd 126 (23-102943VA) & 16511 Great Divide Trail (24-102841MVR)

[CAUTION:] This email is from an external source. Do not open links or attachments unless you trust the sender and confirm the content's safety.

Brooks,

Thanks for meeting with me this morning to discuss these Cases.

Charles Childs

From: AUTOMAILER@JEFFCO.US
Sent: Thursday, April 27, 2023 9:46 AM
To: Charles Childs
Cc: EOBRIEN@JEFFCO.US
Subject: 23 102943 VA - Agency Response

Case Number: 23 102943 VA

Case Type: Vacation Right of Way

Case Name: 16764 County Rd 126

Review: Open Space

Results: No Comment (no further review)

Review Comments:

Scheduled End Date: 05/10/2023

Reviewer: Elizabeth Stoner

Description: Vacation of portion of County Road 126, adjacent to 16764 Pine Valley Road.

ZONING REVIEW MEMO

Date: June 1, 2023

To: Charles Childs, Civil Planning Engineer

From: Nick Nelson, Planner

Re: Vacation of portion of County Road 126, adjacent to 16764 Pine Valley Road.

Case no.: 23-102943VA

Zoning has the following comments on this case:

1. The subject property is currently zoned Mountain Residential – Three (MR-3)
2. The minimum lot size is 6,250 square feet which will be met once the lots are merged at more than 38,000 square feet.
3. The survey should be updated to show the setbacks once the Vacation of Right-of-Way is completed. A Minor Variation should be requested to accommodate the setbacks. This will be processed in conjunction with the Vacation request and will have a separate case number, notification, and fee.
4. Prior to the placement, erection, or construction of any new structures, signs, fences, retaining walls, etc., on this property, all required permits must be obtained from the County.

Charles Childs

From: Keith Dean
Sent: Monday, November 13, 2023 9:29 AM
To: Charles Childs
Cc: Lindsey Wire
Subject: RE: 16764 County Rd 126 - 23-102943VA
Attachments: 16764 Pine Valley Road vacation EXHIBIT.pdf

Chuck, the proposed area to vacate that Mike, Robert, and I discussed is the shaded/hatched area. It stretches from property line to property line using the fence as a general guideline. David is correct. Sorry, it took me so long to respond. I have been on vacation.

Best,

Keith Dean | Senior Supervisor

Jefferson County | Road & Bridge, District IV –Shaffers

o 303.271.5278 f 303.838-7273 w jeffco.us



From: Charles Childs <cchilds@co.jefferson.co.us>
Sent: Wednesday, November 8, 2023 1:55 PM
To: Keith Dean <kdean@co.jefferson.co.us>
Cc: Lindsey Wire <lwire@co.jefferson.co.us>
Subject: RE: 16764 County Rd 126 - 23-102943VA

Hi Keith,

I spoke with David Vuono this afternoon. He's indicates that the proposed vacation shown with the redlines (See page 2 of Survey & Vacation.pdf" attachment) is not what you, Mike, and Robert agreed to. He insists the proposed vacation agreed upon is shown by the hatched area.

Please confirm.

Chuck Childs, P.E.

Planning & Zoning

Civil Planning Engineer

303-271-8760

cchilds@jeffco.us | planning.jeffco.us

CITIZEN COMMENTS

Kayla Bryson

From: Kari Sue Tornow <karisuetornow@gmail.com>
Sent: Wednesday, January 3, 2024 5:18 PM
To: Kayla Bryson
Cc: David Vuono
Subject: --{EXTERNAL}-- ROW variance

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This message came from outside your organization.

[Report Suspicious](#)

Hello,

As a member of the Pine community who has recently completed construction in Pine Grove requiring a BOA adjustment process, I understand how important and time-consuming this process is.

I fully support David and what he is doing to protect his right to rebuild on his property and I appreciate his due diligence in being proactive to accomplish this. It is good to have good neighbors who care about our community.

Sincerely,

Kari Tornow
16934 S 7th St
Pine, CO 80470
303-775-5066

ADDITIONAL CASE DOCUMENTS



R \$0.00
D \$0.00

2023013271

03/08/2023 10:53:33 AM 4 Page(s)

JEFFERSON COUNTY, Colorado

PROPERTY MERGER AGREEMENT

EV
no fee

This Property Merger Agreement dated for reference purposes only this 3rd day of January, 2023, is by and between the County of Jefferson, State of Colorado, a body politic and corporate (the "County") and David Vuono (the "Owner").

1-4

RECITALS

A. The Owner is the owner of record of certain contiguous parcels located in unincorporated Jefferson County and described as follows:

See Exhibit A

B. The Owner has filed an application with the County to combine or merge the above-described parcels into one parcel (the "Parcel"). This Property Merger application has been assigned Case No. 22-132796MA, with the Planning and Zoning Division.

C. The Owner finds that the merger of the above-described parcels into the Parcel will improve and will not injure or reduce the value of the land.

D. The County finds that the merger of the above-described parcels into the Parcel is an action which is exempt from the definition of "subdivision" or "subdivided land" as set forth in Section 30-28-101, C.R.S., as amended.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE AS FOLLOWS:

1. The Recitals set forth above are incorporated by this reference as if fully set forth herein.

2. The contiguous parcels described in Recital A above are hereby combined and shall henceforth be and forever remain the Parcel unless the Parcel is subsequently subdivided pursuant to County regulation. All interior lot line(s) lying within the Parcel are hereby vacated and shall no longer serve as boundary line(s) separating legal interests in real property; provided, however, the Owner acknowledges that the legal description for the underlying parcels shall remain unchanged as a result, of this Agreement.

3. The Owner shall not transfer legal or equitable title to less than the entirety of the Parcel (by deed, deed of trust, inheritance, or otherwise) without further approval of the County as required by the then-applicable rules, regulations, policies, and procedures.

4. The Owner authorizes and hereby directs the County Assessor to combine the contiguous parcels described in Recital A onto one schedule number for purposes of assessment and taxation, if such combination is deemed appropriate by the County Assessor. The Owner further acknowledges that the Assessor's Office will combine tax parcels into one tax bill to the

extent possible, but such action may not be permissible in all cases and the Owner may continue to receive multiple tax bills for the parcels described herein.

5. This Agreement shall be perpetual and shall run with the land and shall be binding on all successors and assigns of the Owner.

6. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

APPROVED AS TO FORM:

COUNTY OF JEFFERSON
STATE OF COLORADO

By: Kristin Cisowski
Assistant County Attorney

By: Chris O'Keefe
Director of Planning and Zoning

STATE OF COLORADO

COUNTY OF Jefferson

This Property Merger Agreement was acknowledged before me this 28th day of February, 2023, by Chris O'Keefe as Director of Planning & Zoning for the County of Jefferson, State to Colorado.

WITNESS my hand and official seal.

Nicole Katherine Alber
Notary Public

Nicole Katherine Alber
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20164005333
MY COMMISSION EXPIRES November 20, 2024

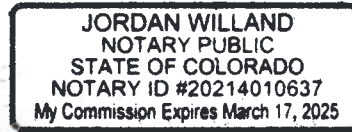
OWNER: David Vuono

By: David Vuono
David Vuono

3

STATE OF Colorado

COUNTY OF Jefferson



This Property Merger Agreement was acknowledged before me this 28 day of February, 2023, by David Vuono.

WITNESS my hand and official seal.

Jordan Willand
Notary Public

Exhibit A

Parcel A:

Lots 1 and 2, Block 20, Pine Grove, County of Jefferson, State of Colorado.

Parcel B:

Lots 10 to 16, Inclusive, Block 20, Pine Grove, County of Jefferson, State of Colorado.

Parcel C:

The Northeasterly 1/2 of Vacated Alley in Block 20 of Pine Grove Adjoining Lots 1 and 2, Block 20, Pine Grove to the South as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778, County of Jefferson, State of Colorado.

Parcel D:

The Southwesterly 1/2 of Vacated Alley in Block 20, Pine Grove Adjoining Lots 10 to 16, Inclusive, Block 20, to the North, as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778, Together With the All of Vacated First Street as Shown on Pine Grove, Lying Between Block 19 and Block 20 of Pine Grove Extending Southerly to Within 35 Feet of the Centerline of County Highway 126 (Main Street), as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778, County of Jefferson, State of Colorado.

Parcel E:

Lots 4, 5 and 6, Block 19, Pine Grove, County of Jefferson, State of Colorado, Together With Vacated Alley Between Lots 4 and 5, as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778.
County of Jefferson, State of Colorado.

MAP OF PINE - GROVE JEFFERSON COUNTY Colo. SCALE 100ft. = 1 inch.

ARK. 1886
 4/21-1886

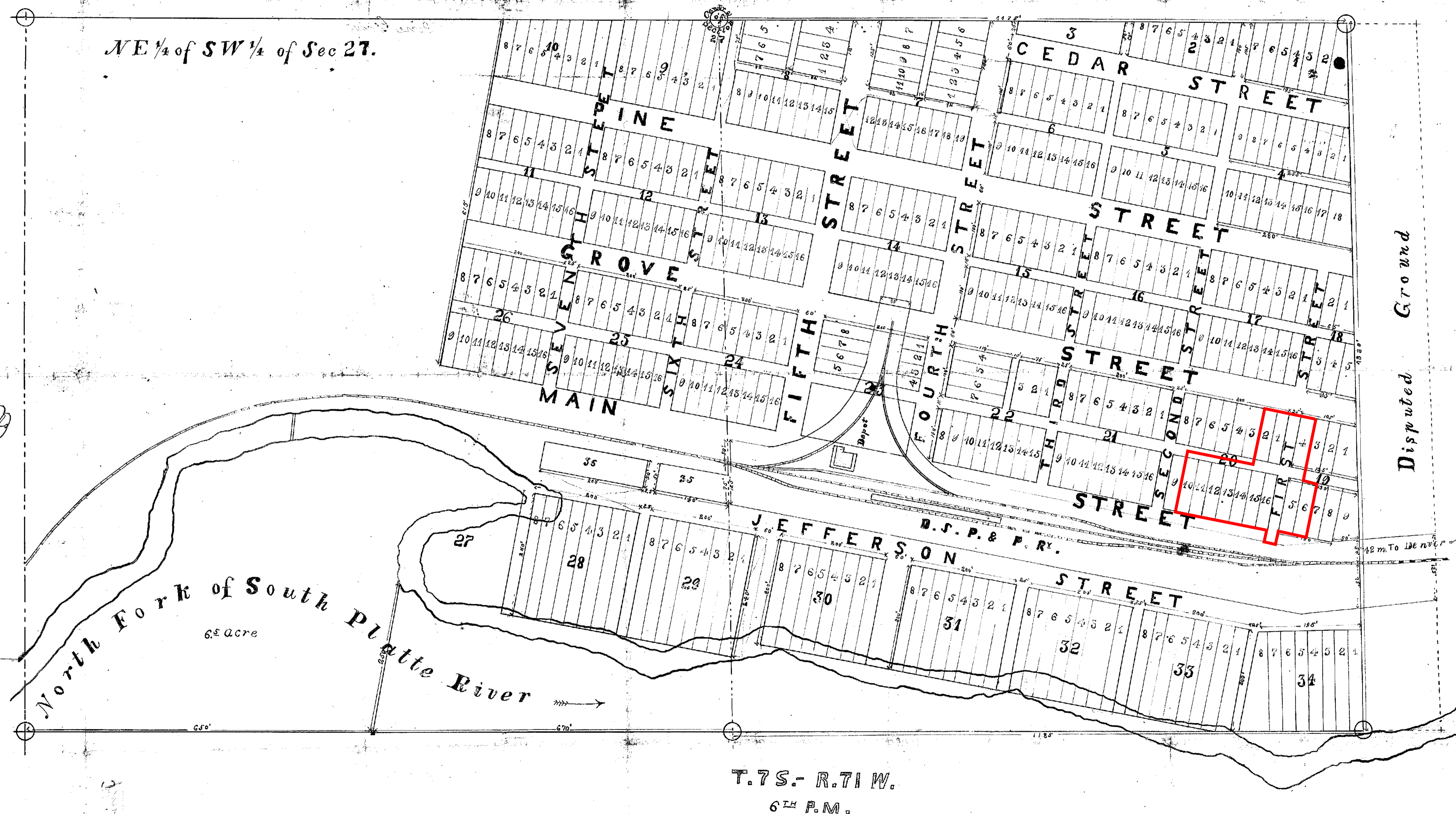
NE 1/4 of SW 1/4 of Sec 27.

From all men by these presents
 that I, C.W. Dake have laid
 out and platted the parcel of
 land as shown on this map
 to wit: - N.W. 1/4 of the SE 1/4 and
 a part of the NE 1/4 of Sec. 27 of
 Township No. 7 South
 of Range No. 71 West in Jefferson
 County, State of Colorado under
 the name and style of Pine-
 Grove. Reference being had to a
 disputed tract of ground, and
 do grant and convey to the
 Public the perpetual use and
 right to all the streets and alleys
 as shown on this plat.
 Dated at Denver, Colo. this 24th
 day of August, 1886

Charles W. Dake

State of Colorado ss
 County of Jefferson
 Before me William
 J. Acheson, a notary public within and
 for the County and State aforesaid.
 This day personally appeared C.W. Dake
 to me known to be the person who
 executed the foregoing map and
 instrument of writing and acknowledged
 that he executed the same as his
 free and voluntary act and deed
 for the uses and purposes therein
 set forth. Witness my hand
 and seal this 24th day of August,
 A.D. 1886

William J. Acheson
 Notary Public
 Independence, Colo.



Vacation Resolution - July 12, 1960 - Book 1286 - Page 474
 Vacation Resolution - Jan. 5, 1962 - Book 1439 - Page 102
 Vacation Resolution - Sept. 6, 1962 - Book 1518 - Page 167

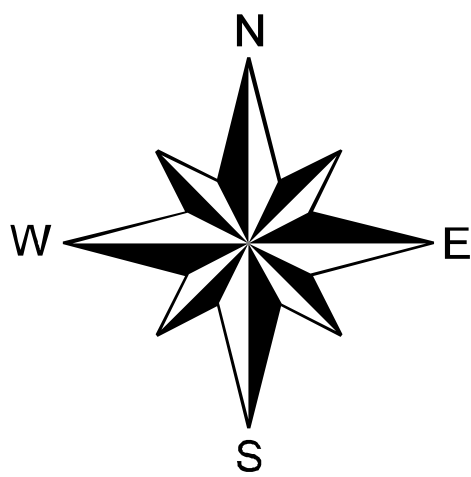
Sept. 5, 1886
 At Town of
 16452 94

MAP
71-274

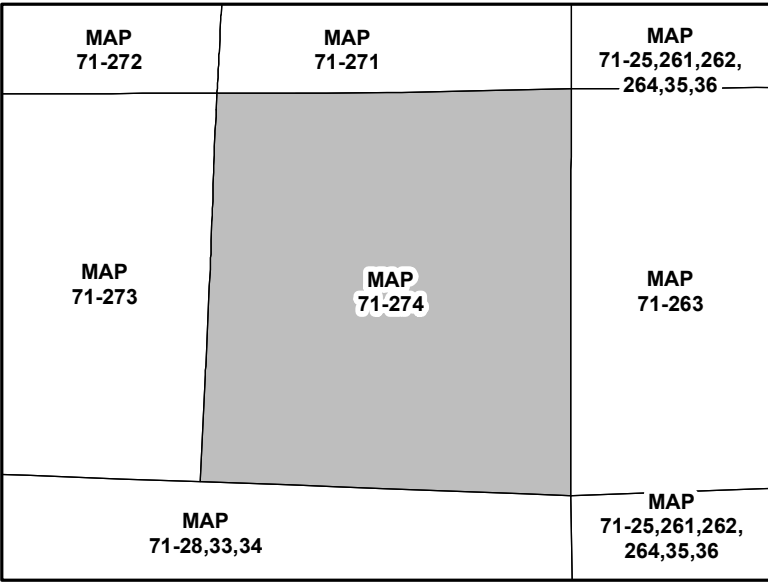


JEFFERSON
COUNTY COLORADO

Scot Kersgaard
Assessor



FEET
0 100 200 300
(Initially plotted at 1 inch = 100 feet, or 1:1,200)



Parcel Identification Numbers (PINs) in Jefferson County are based on the township, section, and quarter section the parcel falls within. PINs follow the pattern TT-SSQ-BB-LLL. TT is the two-digit township code; SS is the two-digit section number; Q is the quarter section code; BB is the two-digit parcel block number; LLL is the three-digit parcel lot number. When a parcel falls within two or more quarter sections, in most cases the PIN will be based on the quarter section (along with its associated township and section) with the most area within the parcel. Township codes, section numbers, and quarter section codes can be found in the indices above. Parcel block numbers are found enclosed in hexagons (00) on the map. Parcel lot numbers are found enclosed in ovals (000) on the map.

DISCLAIMER

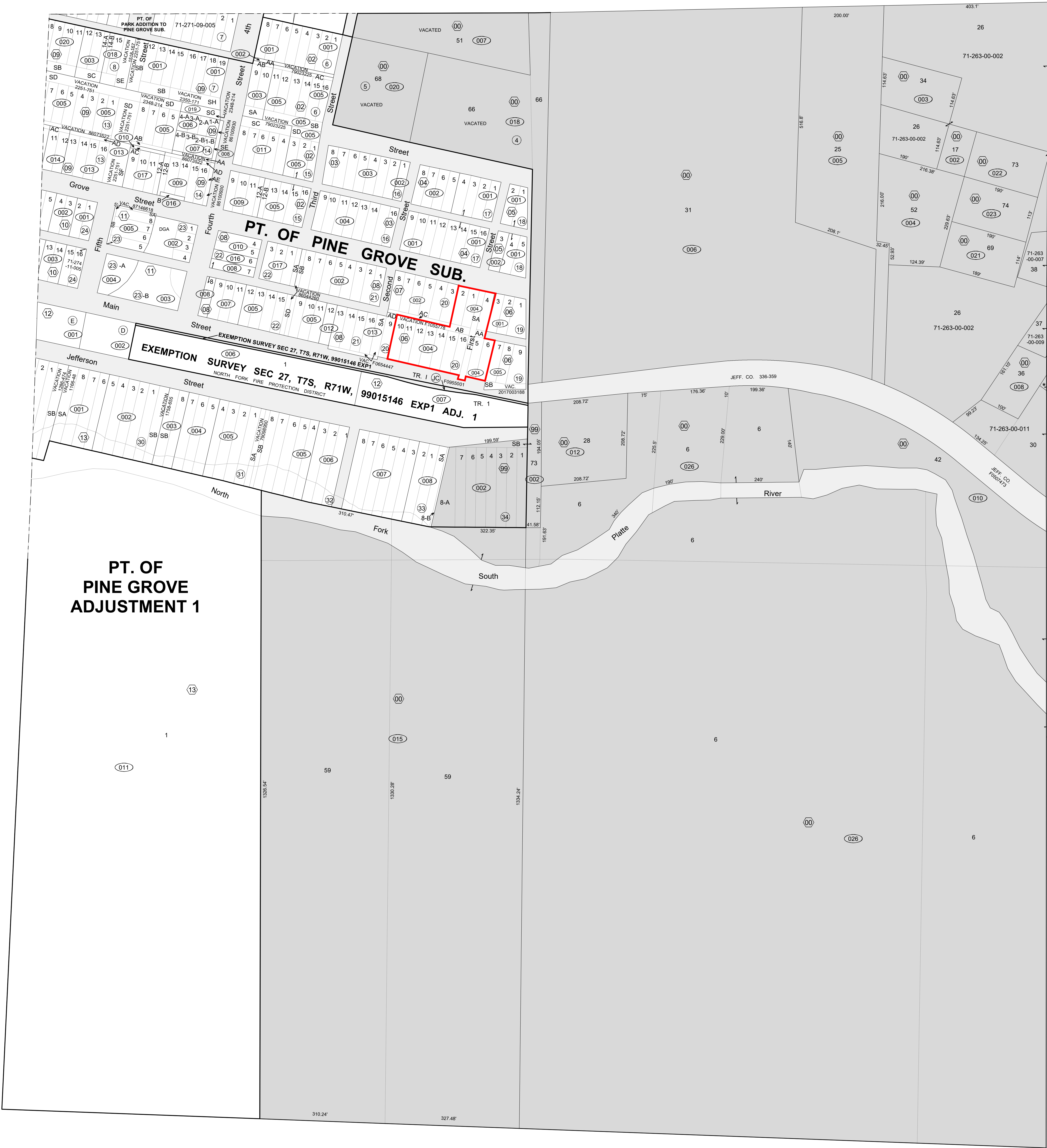
Caution: This map is for assessment purposes only. It is not necessarily accurate by surveying standards. DO NOT USE FOR LEGAL CONVEYANCE. Subsequent editions with updated information will be published on a continual basis. Therefore, the information contained on this map may be modified or altered.

KEY	
	Section Lines
	Tie Bar Lines
	Subdivision Lines
	Quarter Section/Tie Bar Lines
	Township Lines
	County Boundaries
	All Others
	Mapsheet Boundaries
	Rights of Way, Water, and Railroads (areas without parcel numbers)
	Metes and Bounds Associated Parcels (block numbers 99 and 00)

This map was last updated on Monday, March 18, 2019 at 07:40 AM.
<https://aprsimages.jeffco.us/aprpdfs/pmap71-274.pdf>

Projection Information:
State Plane Coordinate System
Colorado Central Zone (3476)
North American Datum 1983 (NAD83)
GRS1980 Spheroid, Units Feet

Marginalia (only) was updated on Tuesday, September 14, 2021





File No.: F0730849-135-CBQ

SPECIAL WARRANTY DEED

THIS DEED, Made this 10th day of December, 2021 between

Anthony Francis Hernandez and Zoe Frances Stanley

grantor(s), and

David Vuono

whose legal address is 16764 County Road 126 Pine CO 80470

grantee(s):

WITNESS, That the grantor(s), for and in consideration of the sum of Three Hundred Sixteen Thousand One Hundred Dollars and No/100's (\$316,100.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Jefferson, State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as 16764 County Road 126 , Pine, CO 80470

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

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

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

SELLERS:


Anthony Francis Hernandez


Zoe Frances Stanley

STATE OF MA
COUNTY OF Worcester

} ss:

The foregoing instrument was acknowledged before me this 10 day of **December, 2021** by **Anthony Francis Hernandez and Zoe Frances Stanley**

Witness my hand and official seal.
My Commission expires:

3/2/23



MICHAEL J. O'SULLIVAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 2, 2023



MICHAEL J. O'SULLIVAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 2, 2023



Exhibit A

Parcel A:

Lots 1 and 2, Block 20, Pine Grove, County of Jefferson, State of Colorado.

Parcel B:

Lots 10 to 16, Inclusive, Block 20, Pine Grove, County of Jefferson, State of Colorado.

Parcel C:

The Northeasterly 1/2 of Vacated Alley in Block 20 of Pine Grove Adjoining Lots 1 and 2, Block 20, Pine Grove to the South as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778, County of Jefferson, State of Colorado.

Parcel D:

The Southwesterly 1/2 of Vacated Alley in Block 20, Pine Grove Adjoining Lots 10 to 16, Inclusive, Block 20, to the North, as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778, Together With the All of Vacated First Street as Shown on Pine Grove, Lying Between Block 19 and Block 20 of Pine Grove Extending Southerly to Within 35 Feet of the Centerline of County Highway 126 (Main Street), as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778, County of Jefferson, State of Colorado.

Parcel E:

Lots 4, 5 and 6, Block 19, Pine Grove, County of Jefferson, State of Colorado, Together With Vacated Alley Between Lots 4 and 5, as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778.
County of Jefferson, State of Colorado.

**CERTIFIED COPY OF RESOLUTION
VACATION V16-9-99**

NO
Feb **WHEREAS**, by a plat of Pine Grove Subdivision recorded in Book 1 at Page 28 of the Jefferson County Records, rights-of-way for certain streets, avenues, roads, alleys or other public ways thereon, whether or not they have been used as such, were dedicated to the public; and *1-1*

WHEREAS, the rights-of-way described below are no longer necessary for use by the public; and

WHEREAS, said rights-of-way are not within the limits of any city or town and do not form the boundary line of a city, town or county; and

WHEREAS, by a vacation of said rights-of-way no land would be left without an established public street/road or private access easement connecting it with another established public street/road; and

WHEREAS, the Jefferson County Planning Commission has recommended approval of the vacation of Jefferson County interests in the subject rights-of-way.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Jefferson County, Colorado, pursuant to Section 43-2-303, C.R.S. as amended, that all rights, titles or interests of the County of Jefferson, State of Colorado are hereby vacated in the following described parcels:

The alley and street rights-of-way in Pine Grove Subdivision recorded in Book 1 at Page 28 of the Jefferson County Records more particularly described as follows:

- 1) The alley between Lots 4 and 5 in Block 19,
- 2) the alley in Block 20, and
- 3) First Street between Grove Street and extending southerly to within 35 feet of the centerline of County Highway 126 (aka Main Street).

SUBJECT TO A RESERVATION OF EASEMENTS FOR THE CONTINUED USE OF EXISTING SEWER, GAS, WATER OR SIMILAR PIPE LINES AND APPURTENANCES, EXISTING DITCHES OR CANALS AND APPURTENANCES, AND EXISTING ELECTRIC, TELEPHONE, CABLE TELEVISION, AND SIMILAR LINES AND APPURTENANCES, IF ANY.

STATE OF COLORADO)
COUNTY OF JEFFERSON)

RECEPTION NO. F1055778
5/12/2000 15:23:30 PG: 001-001
PAGE FEE: 0.00 DOC.FEE: 0.00
RECORDED IN JEFFERSON COUNTY, COLORADO

I *Dorothy Gordon*, County Clerk and Recorder and Clerk to the Board of County Commissioners, certify that the above is a true copy of a resolution passed at the regular meeting of the Board of County Commissioners held on *February 1, 2000*, as it appears on record in the Minute Book.



Dorothy Gordon, Deputy Clerk
County Clerk and Recorder

Property Merger or Termination/Amendment Application Cover Sheet

To: County Attorney's Office

From: Kendell Court

Date: 4/2/24

Property Address or PIN: 16764 County Road 126

Case Number: 24-108113MA

Criteria Checklist	Check One	Comments
1. Carto Reviewed and Confirmed Legal Description:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2. The exterior boundary of any lot or parcel after the merger is complete will be a proper division of land:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. All lots or parcels proposed to be merged have the same ownership, including tenancy:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. All lots or parcels proposed to be merged have the same zoning:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MR-3
5. The lots or parcels proposed to be merged have at least 20 feet of contiguity:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6. The owners of all affected parcels have consented in writing to the merger:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7. The lots or parcels proposed to be merged are current on taxes and have no back taxes owed:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8. If one or more easements are located between the parcels being merged, all property owners of the parcels being merged have executed an Affidavit of Understanding acknowledging that the merger will not extinguish the easement:	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A

Attached Documents	Check One	Comments
1. Property Merger Application signed by applicant:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2. Draft Property Merger Agreement:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Applicable Deed:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. Applicable Plat with any easement language highlighted	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. If owned by a legal entity (e.g., Trust, LLC or Corp) Statement of Authority and Operating Agreement (for LLC) or Certificate of Trust (for Trust):	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A
6. Affidavit of Understanding	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A

Property Merger or Termination/Amendment Application

Permit Number (for Jeffco employee use only): 24-108113 MA

To qualify for a property merger all lots or properties being merged must be:

- Legal parcels
- Same ownership, including tenancy
- Adjacent lots, contiguous by at least 20 feet
- Same zoning
- Current on taxes and no back taxes owed

To qualify for a Termination or Amendment of a property merger, see [Land Development Regulation](#), Section 20 Requirements, B4.

Fees can be found [on our website](#). Make checks payable to Jefferson County Treasurer.

Submit this permit and all supporting documents to pzpermits@jeffco.us

Is there a building permit or vacation in conjunction with this property merger? ☒ Yes ☐ No

If yes: BP Number: _____ Case Number: 23-102943 -VA

A completed Property Merger Agreement shall be submitted prior to the Certificate of Occupancy or the Final Inspection of your building permit.

<u>16764 County Rd 126</u>	<u>Pine</u>	<u>CO</u>	<u>80470</u>
Address or Parcel ID# of the subject property	City	State	Zip

Applicant Details

Staff will send the property owner(s) an agreement to their mailing address.

<u>David Vuono</u>	<u>203-536-8529</u>		
Property Owner	Phone Number		
<u>16764 County Rd 126</u>	<u>Pine</u>	<u>CO</u>	<u>80470</u>
Owner's Mailing Address	City	State	Zip

☐ This application is being submitted by a Representative:

<u>Representative</u>	<u>Phone Number</u>		
<u>Representative's Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Request to Merge, Terminate, or Amend

Reason for Property Merger Request:

Example: Lots 1,2,3, of Block 2 in Joe Subdivision OR Parcel ID# for Metes and bounds descriptions, as described in my current deed at Reception #

This request is to merge the parcel at 16764 County Rd 126 (aka Pine Valley Rd) with the pending vacation application
Case Number 23-102043

If approved by Planning and Zoning, the Owner authorizes and hereby requests the County Assessor to combine the contiguous parcels described onto one schedule number for purposes of assessment and taxation, if such combination is deemed appropriate by the County Assessor. The Owner further acknowledges that the Assessor's Office will combine tax parcels into one tax bill to the extent possible, but such action may not be permissible in all cases and the Owner may continue to receive multiple tax bills for the parcels described herein. (sign on page 2)

Property Merger or Termination/Amendment Application

Request to Merge, Terminate, or Amend (continued)

Permit Number: _____ MA

David Vuono

03/28/2024

Owner's Signature

Date

Owner's Signature

Date

Planner

Process

1. Staff will review the application/submittal materials and advise of any errors or omissions.
 2. The owner will be mailed a Merger Agreement to review, sign, notarize and return to Jefferson County Planning and Zoning.
 3. Once the completed agreement is returned, the Planning Director will review/sign and staff will record the document (and any affidavits) with the Jefferson County Clerk and Recorder's Office. The original agreement will become part of the formal property record.
- ☐ Yes, I would like a copy of the recorded agreement emailed to me at: _____

To be Completed by Front Counter Planner

Submit the following supporting documents to the Planning & Zoning Department. Not all supporting documents may be necessary.

- ☐ Current, recorded Warranty Deed(s), Quit Claim Deed(s), etc. for all land involved in the request. For land not platted (metes and bounds or portions of lots), a deed recorded prior to May 5, 1972 is required in addition to the current Warranty deed. (The appropriate deeds can be obtained from the Clerk & Recorder's office (second floor).)
- ☐ Operating Agreement if the owner on the deed is a LLC (Limited Liability Company).
- ☐ Proof of Certificate of Trust if ownership is within a Trust.
- ☐ **Platted easements, (RESERVED), not building over**
 1. Utility companies request to be notified of a proposed merger. Use our utility contact list to notify all affected utility services. Then provide Planning and Zoning their response, typically referred to as a Letter of No Objection. Some utilities may request a copy of the plat, see the Clerk and Recorder (second floor).
 2. Affidavit of Understanding. This will be mailed with your Merger Agreement after you submit this application.

Platted Easements

☐ Platted easements, (DEDICATED), not building over

1. Utility companies request to be notified of a proposed merger. Use our utility contact list to notify all affected utility services. Then provide Planning and Zoning their response, typically referred to as a Letter of No Objection. Some utilities may request a copy of the plat, see the Clerk and Recorder (second floor).

☐ Platted easements, (DEDICATED), building over

If there is an existing structure or if it is desired that a structure be built over a platted easement that is dedicated to the County, this easement needs to be vacated by a Commissioner's deed, in conjunction with the Property Merger process. The Commissioner's deed will remove the County's interest in the easement. Please provide the following to have the easement vacated:

1. Letters of No Objection from utility companies, stating they have no objection to vacating the easement.
2. A site plan or ILC to scale, showing the platted easement and structure.

Note: This will go to a public hearing for approval and you will get a copy of the final, recorded Commissioner's deed in the mail.

☐ Platted easements, (RESERVED), building over

1. Quiet Title – This is our 1st recommendation and is the best process when working with reserved easements. This is a court action that removes claim of title by another party. The owners will need to consult an attorney with experience in land law.

OR

1. Release of easement documents, Quit Claim deeds, or Letters of No Objection, provided by all of the appropriate utility companies. Use our utility contact list to notify all affected utility services. Some utilities may request a copy of the plat, see the Clerk and Recorder (second floor).
2. Affidavit of Understanding. This will be mailed with your Merger Agreement after you submit this application.

Note: The property owner should use discretion when determining which utility companies have an interest in the reserved easements on their property. Utility service areas may change or new companies may develop posing risk to property owners with reserved easements even after Release of Easements, Quit Claim Deeds or Letters of No Objection are obtained.

PROPERTY MERGER AGREEMENT

This Property Merger Agreement dated for reference purposes only this 3rd day of April 2024, is by and between the County of Jefferson, State of Colorado, a body politic and corporate (the "County") and David Vuono (the "Owner").

RECITALS

A. The Owner is the owner of record of certain contiguous parcels located in unincorporated Jefferson County and described as follows:

See Exhibit A

B. The Owner has filed an application with the County to combine or merge the above-described parcels into one parcel (the "Parcel"). This Property Merger application has been assigned Case No. 24-108113MA, with the Planning and Zoning Division.

C. The Owner finds that the merger of the above-described parcels into the Parcel will improve and will not injure or reduce the value of the land.

D. The County finds that the merger of the above-described parcels into the Parcel is an action which is exempt from the definition of "subdivision" or "subdivided land" as set forth in Section 30-28-101, C.R.S., as amended.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE AS FOLLOWS:

1. The Recitals set forth above are incorporated by this reference as if fully set forth herein.
2. The contiguous parcels described in Recital A above are hereby combined and shall henceforth be and forever remain the Parcel unless the Parcel is subsequently subdivided pursuant to County regulation. All interior lot line(s) lying within the Parcel are hereby vacated and shall no longer serve as boundary line(s) separating legal interests in real property; provided, however, the Owner acknowledges that the legal description for the underlying parcels shall remain unchanged as a result, of this Agreement.
3. The Owner shall not transfer legal or equitable title to less than the entirety of the Parcel (by deed, deed of trust, inheritance, or otherwise) without further approval of the County as required by the then-applicable rules, regulations, policies, and procedures.
4. The Owner authorizes and hereby directs the County Assessor to combine the contiguous parcels described in Recital A onto one schedule number for purposes of assessment and taxation, if such combination is deemed appropriate by the County Assessor. The Owner

further acknowledges that the Assessor's Office will combine tax parcels into one tax bill to the extent possible, but such action may not be permissible in all cases and the Owner may continue to receive multiple tax bills for the parcels described herein.

5. This Agreement shall be perpetual and shall run with the land and shall be binding on all successors and assigns of the Owner.

6. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

APPROVED AS TO FORM: COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Assistant County Attorney

By: _____
Chris O'Keefe
Director of Planning and Zoning

STATE OF COLORADO
COUNTY OF _____

This Property Merger Agreement was acknowledged before me this _____ day of _____, 2024, by Chris O'Keefe as Director of Planning & Zoning for the County of Jefferson, State to Colorado.

WITNESS my hand and official seal.

Notary Public

Signature on following page.

OWNER: David Vuono

By: _____
David Vuono

STATE OF _____

COUNTY OF _____

This Property Merger Agreement was acknowledged before me this _____ day of
_____, 2024, by David Vuono.

WITNESS my hand and official seal.

Notary Public

Exhibit A

Parcel A:

Lots 1 and 2, Block 20, Pine Grove, County of Jefferson, State of Colorado.

Parcel B:

Lots 10 to 16, Inclusive, Block 20, Pine Grove, County of Jefferson, State of Colorado.

Parcel C:

The Northeasterly 1/2 of Vacated Alley in Block 20 of Pine Grove Adjoining Lots 1 and 2, Block 20, Pine Grove to the South as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778, County of Jefferson, State of Colorado.

Parcel D:

The Southwesterly 1/2 of Vacated Alley in Block 20, Pine Grove Adjoining Lots 10 to 16, Inclusive, Block 20, to the North, as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778, Together With the All of Vacated First Street as Shown on Pine Grove, Lying Between Block 19 and Block 20 of Pine Grove Extending Southerly to Within 35 Feet of the Centerline of County Highway 126 (Main Street), as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778, County of Jefferson, State of Colorado.

Parcel E:

Lots 4, 5 and 6, Block 19, Pine Grove, County of Jefferson, State of Colorado, Together With Vacated Alley Between Lots 4 and 5, as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778.
County of Jefferson, State of Colorado.

as merged pursuant to Property Merger Agreement Case No. 22-132796MA, recorded at Reception No. 2023013271.

together with

THAT PART OF MAIN STREET, PINE GROVE, JEFFERSON COUNTY PLAT BOOK 1, PAGE 28, LOCATED IN THE S.E. $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 71 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF MAIN STREET, ALSO KNOWN AS COUNTY HIGHWAY 126, ADJACENT TO LOTS 5&6, BLOCK 19, 1ST STREET BETWEEN BLOCK 19 AND 20, AND LOTS 10-16, BLOCK 20, PINE GROVE SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE S.E. CORNER OF LOT 6, BLOCK 19, PINE GROVE SUBDIVISION, FROM WHENCE THE N.E. CORNER OF SAID LOT 6 BEARS N10°33'10"E 100.58', THENCE S10°43'17"W, A DISTANCE OF 19.55'; THENCE N82°46'36"W, A DISTANCE OF 76.30'; THENCE N79°09'01"W, A DISTANCE OF 173.93'; THENCE N10°50'59"E, A DISTANCE OF 24.30' TO THE S.W. CORNER OF LOT 10, BLOCK 20, PINE GROVE SUBDIVISION; THENCE S79°09'01"E, ALONG THE SOUTH LINE OF LOTS 10-16, BLOCK 20, A DISTANCE OF 175.01' TO A POINT ON THE WESTERLY EDGE OF PREVIOUSLY VACATED RIGHT OF WAY (V16-9-99, AT RECEPTION #F1055778); THENCE ALONG THE BOUNDARY OF PREVIOUSLY VACATED RIGHT OF WAY THE FOLLOWING COURSES: THENCE S10°33'32"W, A DISTANCE OF 22.09'; THENCE S82°27'49"E, A DISTANCE OF 24.99'; THENCE N10°39'17"E, A DISTANCE OF 20.61' TO THE N.E. CORNER OF SAID TRACT; THENCE S79°16'43"E, ALONG THE SOUTH LINE OF LOTS 5&6, BLOCK 19, A DISTANCE OF 50.03' TO THE POINT OF BEGINNING.

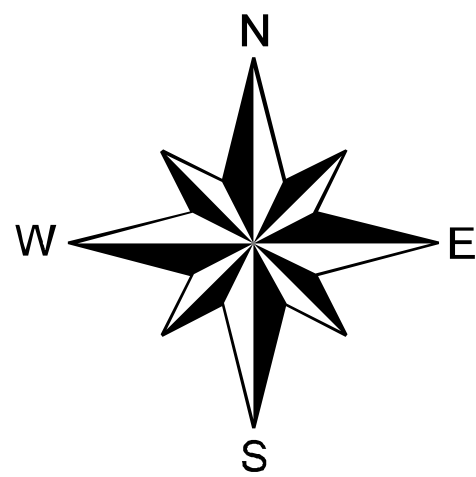
as vacated by Jefferson County Board of County Commissioners Resolution _____, recorded on _____, at Reception No _____.

MAP
71-274

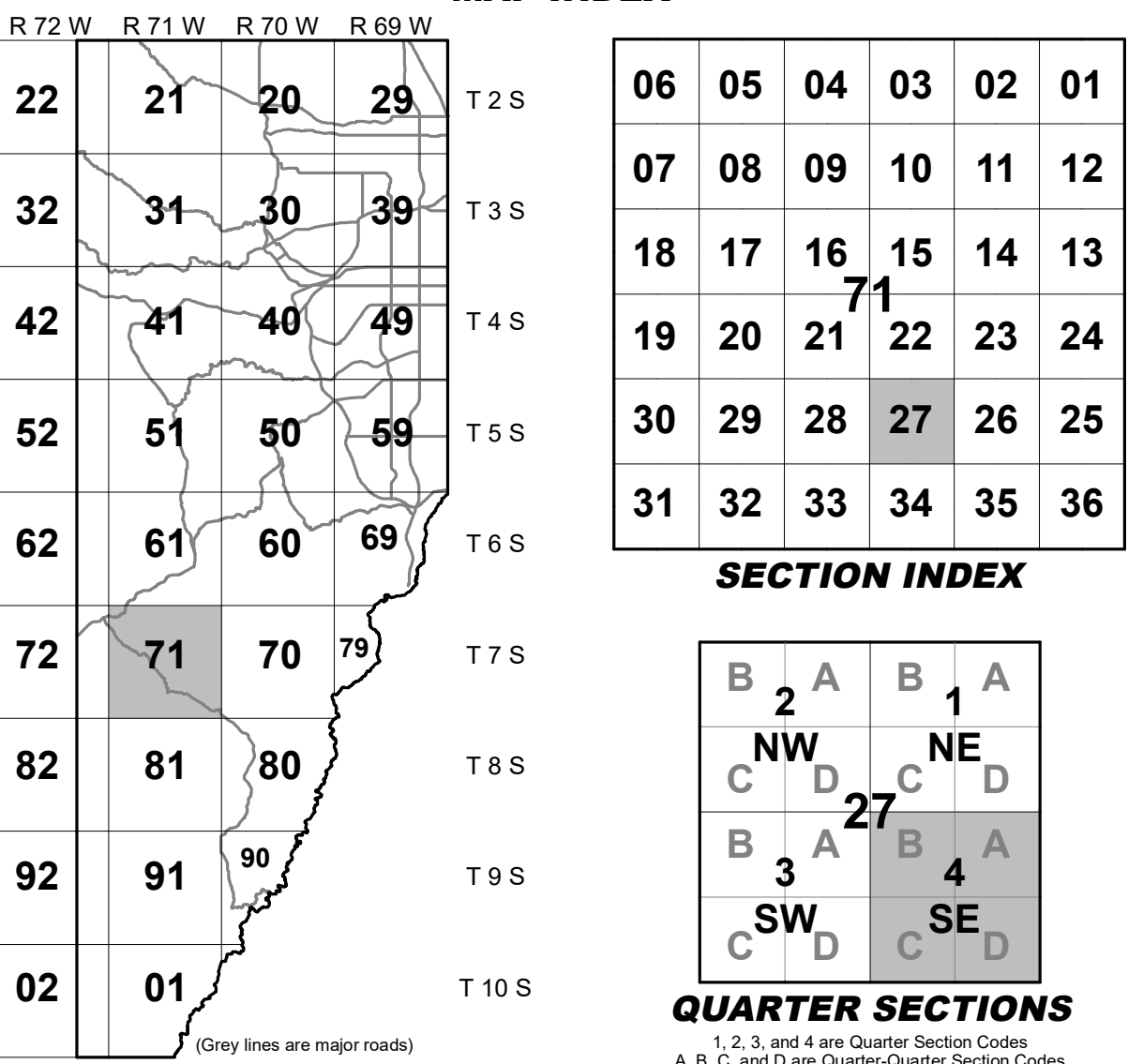
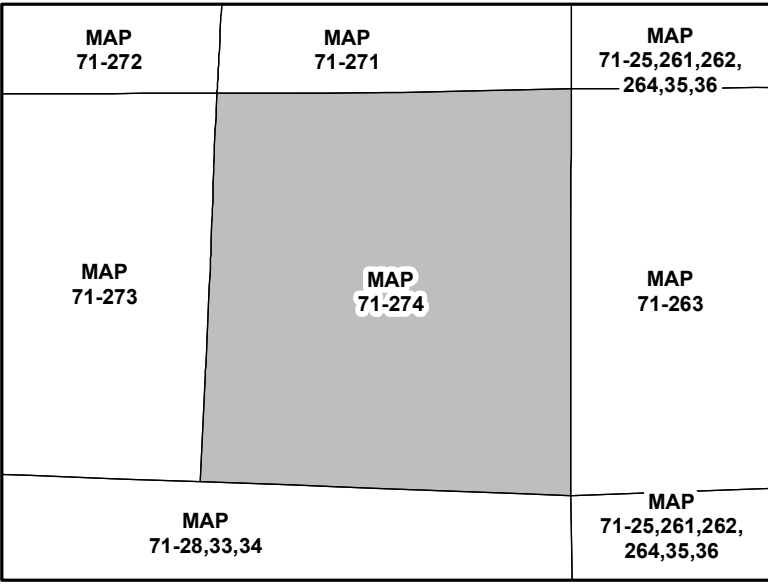


JEFFERSON
COUNTY COLORADO

Scot Kersgaard
Assessor



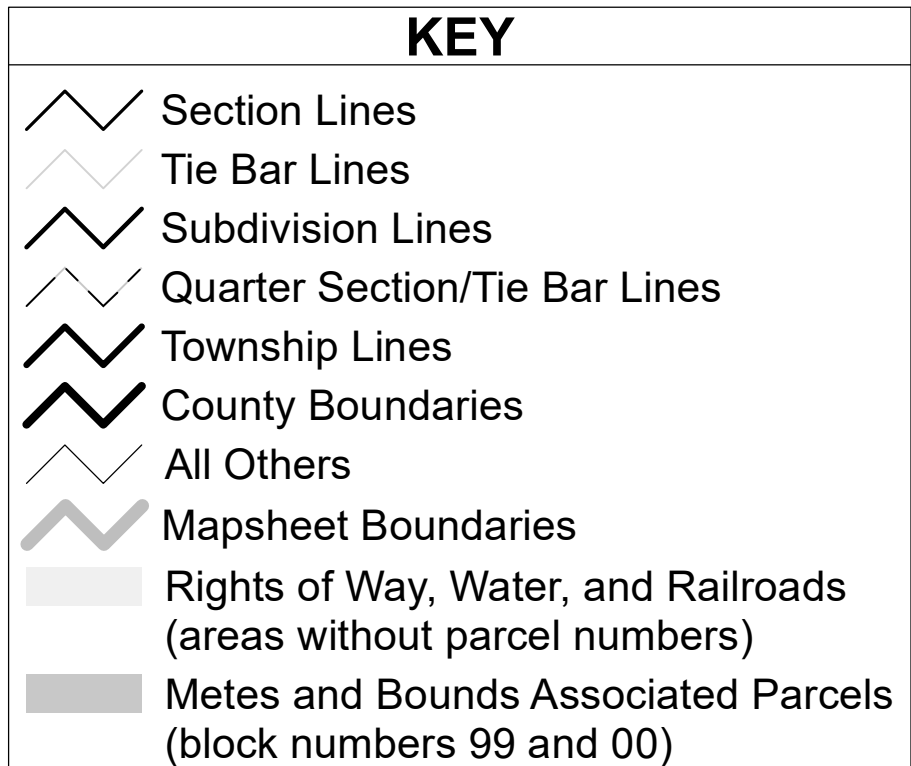
FEET
0 100 200 300
(Initially plotted at 1 inch = 100 feet, or 1:1,200)



TOWNSHIP INDEX State Assigned 4-Digit Township Code: 2359
Parcel Identification Numbers (PINs) in Jefferson County are based on the township, section, and quarter section the parcel falls within. PINs follow the pattern TT-SSQ-BB-LLL. TT is the two-digit township code; SS is the two-digit section number; Q is the quarter section code; BB is the two-digit parcel block number; LLL is the three-digit parcel lot number. When a parcel falls within two or more quarter sections, in most cases the PIN will be based on the quarter section (along with its associated township and section) with the most area within the parcel. Township codes, section numbers, and quarter section codes can be found in the indices above. Parcel block numbers are found enclosed in hexagons (00) on the map. Parcel lot numbers are found enclosed in ovals (001) on the map.

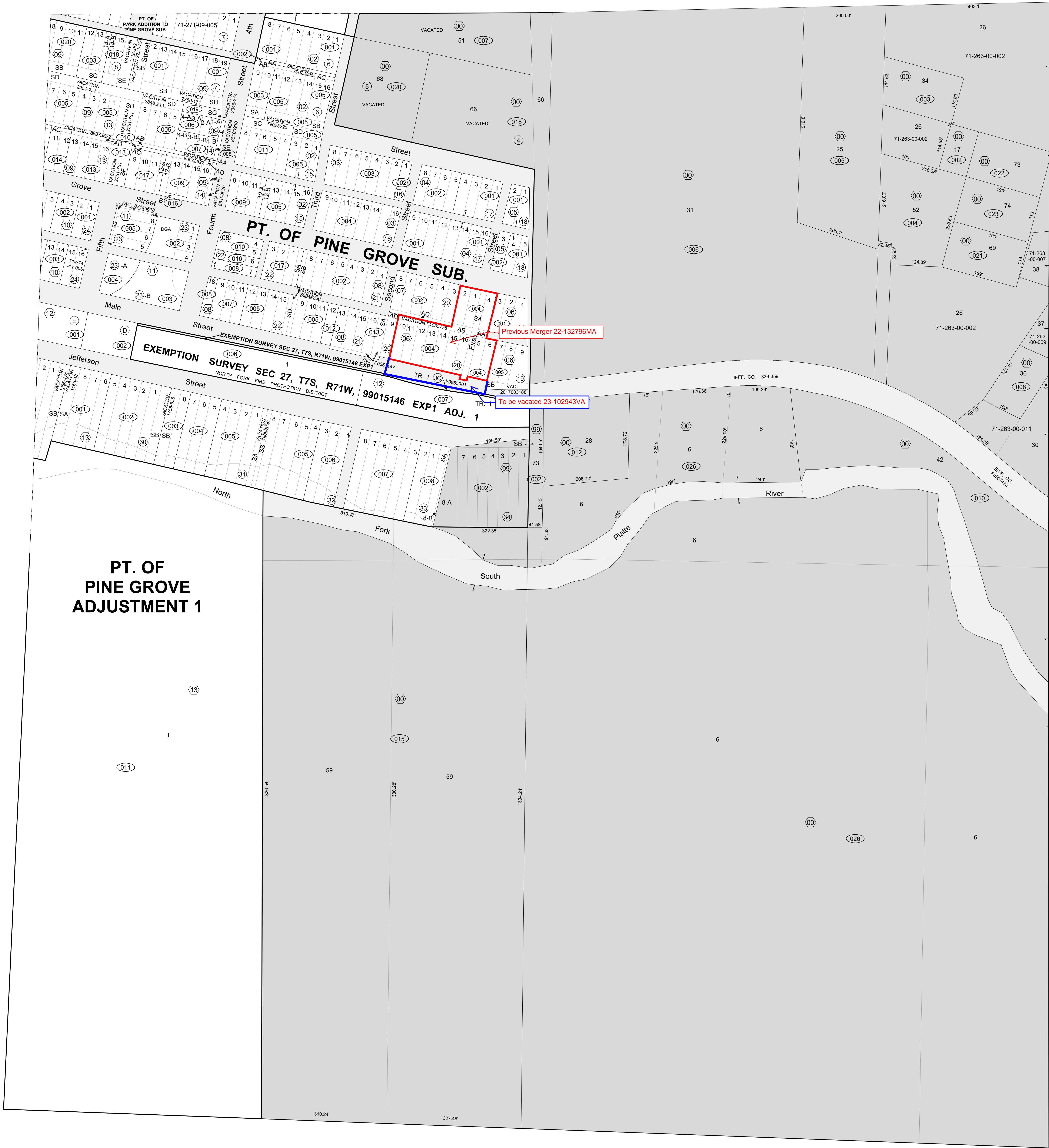
DISCLAIMER

Caution: This map is for assessment purposes only. It is not necessarily accurate by surveying standards.
DO NOT USE FOR LEGAL CONVEYANCE.
Subsequent editions with updated information will be published on a continual basis.
Therefore, the information contained on this map may be modified or altered.



This map was last updated on Monday, March 18, 2019 at 07:40 AM.
<https://aprsimages.jeffco.us/aprspdfs/pmap71-274.pdf>
Projection Information:
State Plane Coordinate System
Colorado Central Zone (3476)
North American Datum 1983 (NAD83)
GRS1980 Spheroid, Units Feet

Marginalia (only) was updated on Tuesday, September 14, 2021.



MAP OF PINE - GROVE JEFFERSON COUNTY Colo. SCALE 100ft. = 1 inch.

ARK. 1886

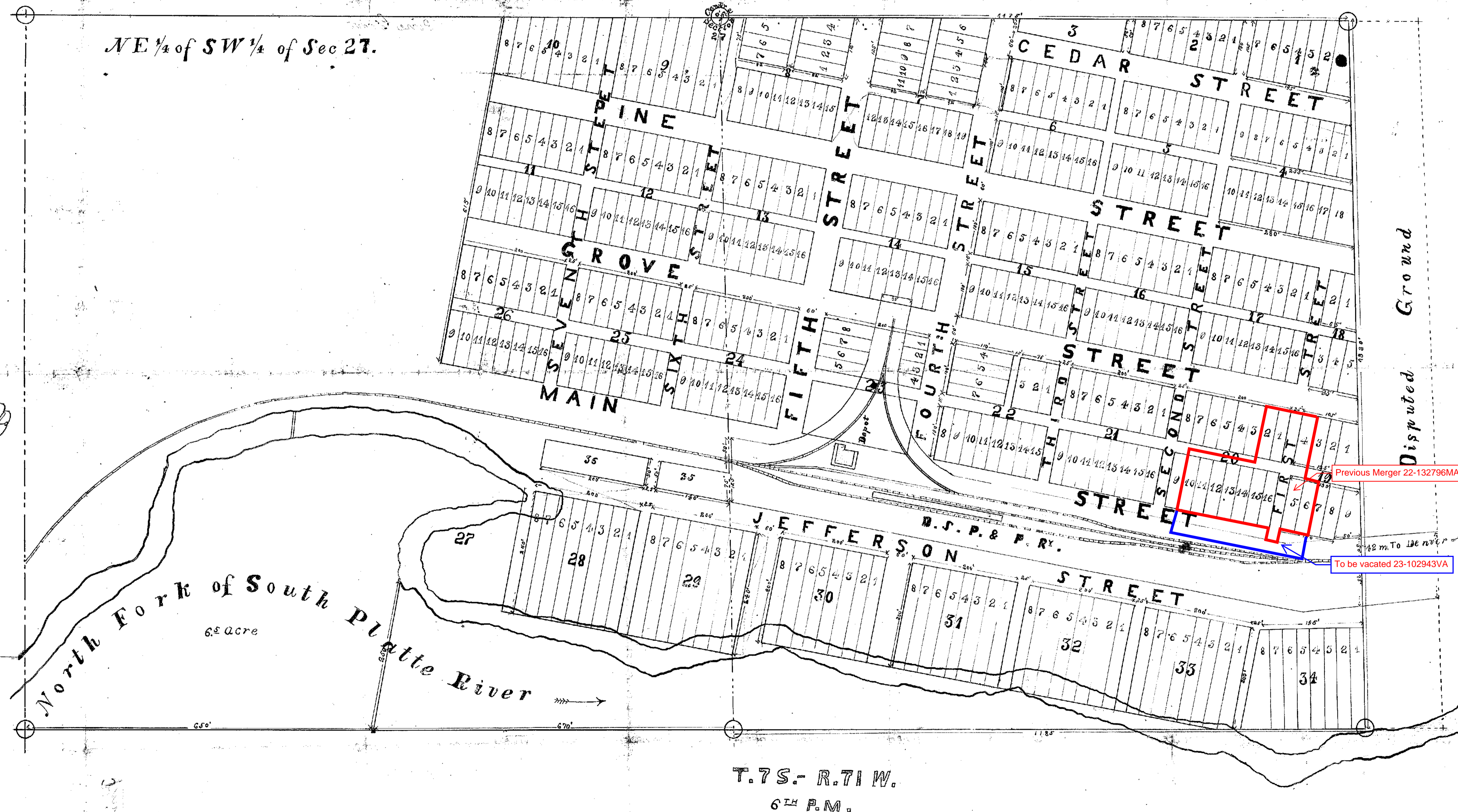
NE 1/4 of SW 1/4 of Sec 27.

From all men by these presents
 that I, C.W. Dake have laid
 out and platted the parcel of
 land as shown on this map
 to wit: - N.W. 1/4 of the SE 1/4 and
 a part of the NE 1/4 of Sec. 27 of
 Township No. 7 South
 of Range No. 71 West in Jefferson
 County, State of Colorado under
 the name and style of Pine-
 Grove. Reference being had to a
 disputed tract of ground, and
 do grant and convey to the
 Public the perpetual use and
 right to all the streets and alleys
 as shown on this plat.
 Dated at Denver, Colo. this 24th
 day of August, 1886

Charles W. Dake

State of Colorado ss
 County of Jefferson
 Before me William
 J. Acheson, a notary public within and
 for the County and State aforesaid.
 This day personally appeared C.W. Dake
 to me known to be the person who
 executed the foregoing map and
 instrument of writing and acknowledged
 that he executed the same as his
 free and voluntary act and deed
 for the uses and purposes therein
 set forth. Witness my hand
 and seal this 24th day of August,
 A.D. 1886

William J. Acheson
 Notary Public
 Independence, Colo.



T.7S.- R.71W.
 6th P.M.

Vacation Resolution - July 12, 1960 - Book 1286 - Page 474
 Vacation Resolution - Jan. 5, 1962 - Book 1439 - Page 102
 Vacation Resolution - Sept. 6, 1962 - Book 1518 - Page 167

Sept. 5, 1886
 At Town of
 16452 94

**CERTIFIED COPY OF RESOLUTION
VACATION V16-9-99**

NO Fee **WHEREAS**, by a plat of Pine Grove Subdivision recorded in Book 1 at Page 28 of the Jefferson County Records, rights-of-way for certain streets, avenues, roads, alleys or other public ways thereon, whether or not they have been used as such, were dedicated to the public; and *1-1*

WHEREAS, the rights-of-way described below are no longer necessary for use by the public; and

WHEREAS, said rights-of-way are not within the limits of any city or town and do not form the boundary line of a city, town or county; and

WHEREAS, by a vacation of said rights-of-way no land would be left without an established public street/road or private access easement connecting it with another established public street/road; and

WHEREAS, the Jefferson County Planning Commission has recommended approval of the vacation of Jefferson County interests in the subject rights-of-way.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Jefferson County, Colorado, pursuant to Section 43-2-303, C.R.S. as amended, that all rights, titles or interests of the County of Jefferson, State of Colorado are hereby vacated in the following described parcels:

The alley and street rights-of-way in Pine Grove Subdivision recorded in Book 1 at Page 28 of the Jefferson County Records more particularly described as follows:

- 1) The alley between Lots 4 and 5 in Block 19,
- 2) the alley in Block 20, and
- 3) First Street between Grove Street and extending southerly to within 35 feet of the centerline of County Highway 126 (aka Main Street).

SUBJECT TO A RESERVATION OF EASEMENTS FOR THE CONTINUED USE OF EXISTING SEWER, GAS, WATER OR SIMILAR PIPE LINES AND APPURTENANCES, EXISTING DITCHES OR CANALS AND APPURTENANCES, AND EXISTING ELECTRIC, TELEPHONE, CABLE TELEVISION, AND SIMILAR LINES AND APPURTENANCES, IF ANY.

STATE OF COLORADO)
COUNTY OF JEFFERSON)

RECEPTION NO. F1055778
5/12/2000 15:23:30 PG: 001-001
PAGE FEE: 0.00 DOC.FEE: 0.00
RECORDED IN JEFFERSON COUNTY, COLORADO

I *Dorothy Gordon*, County Clerk and Recorder and Clerk to the Board of County Commissioners, certify that the above is a true copy of a resolution passed at the regular meeting of the Board of County Commissioners held on *February 1, 2000*, as it appears on record in the Minute Book.



Dorothy Gordon, Deputy Clerk
County Clerk and Recorder

**CERTIFIED COPY OF RESOLUTION
VACATION V16-9-99**

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Dorothy Gordon, Deputy Clerk
County Clerk and Recorder

PROPERTY MERGER AGREEMENT

This Property Merger Agreement dated for reference purposes only this 3rd day of April 2024, is by and between the County of Jefferson, State of Colorado, a body politic and corporate (the "County") and David Vuono (the "Owner").

RECITALS

A. The Owner is the owner of record of certain contiguous parcels located in unincorporated Jefferson County and described as follows:

See Exhibit A

B. The Owner has filed an application with the County to combine or merge the above-described parcels into one parcel (the "Parcel"). This Property Merger application has been assigned Case No. 24-108113MA, with the Planning and Zoning Division.

C. The Owner finds that the merger of the above-described parcels into the Parcel will improve and will not injure or reduce the value of the land.

D. The County finds that the merger of the above-described parcels into the Parcel is an action which is exempt from the definition of "subdivision" or "subdivided land" as set forth in Section 30-28-101, C.R.S., as amended.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE AS FOLLOWS:

1. The Recitals set forth above are incorporated by this reference as if fully set forth herein.
2. The contiguous parcels described in Recital A above are hereby combined and shall henceforth be and forever remain the Parcel unless the Parcel is subsequently subdivided pursuant to County regulation. All interior lot line(s) lying within the Parcel are hereby vacated and shall no longer serve as boundary line(s) separating legal interests in real property; provided, however, the Owner acknowledges that the legal description for the underlying parcels shall remain unchanged as a result, of this Agreement.
3. The Owner shall not transfer legal or equitable title to less than the entirety of the Parcel (by deed, deed of trust, inheritance, or otherwise) without further approval of the County as required by the then-applicable rules, regulations, policies, and procedures.
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further acknowledges that the Assessor's Office will combine tax parcels into one tax bill to the extent possible, but such action may not be permissible in all cases and the Owner may continue to receive multiple tax bills for the parcels described herein.

5. This Agreement shall be perpetual and shall run with the land and shall be binding on all successors and assigns of the Owner.

6. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

APPROVED AS TO FORM: COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Assistant County Attorney

By: _____
Chris O'Keefe
Director of Planning and Zoning

STATE OF COLORADO
COUNTY OF _____

This Property Merger Agreement was acknowledged before me this _____ day of _____, 2024, by Chris O'Keefe as Director of Planning & Zoning for the County of Jefferson, State to Colorado.

WITNESS my hand and official seal.

Notary Public

Signature on following page.

OWNER: David Vuono

By: _____
David Vuono

STATE OF _____

COUNTY OF _____

This Property Merger Agreement was acknowledged before me this _____ day of
_____, 2024, by David Vuono.

WITNESS my hand and official seal.

Notary Public

Exhibit A

Parcel A:

Lots 1 and 2, Block 20, Pine Grove, County of Jefferson, State of Colorado.

Parcel B:

Lots 10 to 16, Inclusive, Block 20, Pine Grove, County of Jefferson, State of Colorado.

Parcel C:

The Northeasterly 1/2 of Vacated Alley in Block 20 of Pine Grove Adjoining Lots 1 and 2, Block 20, Pine Grove to the South as Vacated by Vacation Resolution No. V16-9-99 of the Jefferson County Board of County Commissioners Recorded May 12, 2000 Under Reception No. F1055778, County of Jefferson, State of Colorado.

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County of Jefferson, State of Colorado.

as merged pursuant to Property Merger Agreement Case No. 22-132796MA, recorded at Reception No. 2023013271.

together with

THAT PART OF MAIN STREET, PINE GROVE, JEFFERSON COUNTY PLAT BOOK 1, PAGE 28, LOCATED IN THE S.E. $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 71 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF MAIN STREET, ALSO KNOWN AS COUNTY HIGHWAY 126, ADJACENT TO LOTS 5&6, BLOCK 19, 1ST STREET BETWEEN BLOCK 19 AND 20, AND LOTS 10-16, BLOCK 20, PINE GROVE SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE S.E. CORNER OF LOT 6, BLOCK 19, PINE GROVE SUBDIVISION, FROM WHENCE THE N.E. CORNER OF SAID LOT 6 BEARS N10°33'10"E 100.58', THENCE S10°43'17"W, A DISTANCE OF 19.55'; THENCE N82°46'36"W, A DISTANCE OF 76.30'; THENCE N79°09'01"W, A DISTANCE OF 173.93'; THENCE N10°50'59"E, A DISTANCE OF 24.30' TO THE S.W. CORNER OF LOT 10, BLOCK 20, PINE GROVE SUBDIVISION; THENCE S79°09'01"E, ALONG THE SOUTH LINE OF LOTS 10-16, BLOCK 20, A DISTANCE OF 175.01' TO A POINT ON THE WESTERLY EDGE OF PREVIOUSLY VACATED RIGHT OF WAY (V16-9-99, AT RECEPTION #F1055778); THENCE ALONG THE BOUNDARY OF PREVIOUSLY VACATED RIGHT OF WAY THE FOLLOWING COURSES: THENCE S10°33'32"W, A DISTANCE OF 22.09'; THENCE S82°27'49"E, A DISTANCE OF 24.99'; THENCE N10°39'17"E, A DISTANCE OF 20.61' TO THE N.E. CORNER OF SAID TRACT; THENCE S79°16'43"E, ALONG THE SOUTH LINE OF LOTS 5&6, BLOCK 19, A DISTANCE OF 50.03' TO THE POINT OF BEGINNING.

as vacated by Jefferson County Board of County Commissioners Resolution _____, recorded on _____, at Reception No _____.

MAP
OF
PINE - GROVE
JEFFERSON COUNTY Colo.
SCALE 100 ft. = 1 inch.

ARKELL & CO.
4/21-1886

NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec 27.

[illegible]

Charles W. Darr - Esq.

State of Colorado
County of Jefferson
BEFORE ME, William
J. Adams, a duly public notary and
for the County and State aforesaid
this day personally appeared C. H. Steele
to me known to be the person to
be sworn in to the position and
executed the foregoing oath and
instrument of writing and acknowledged
that he executed the same as his
free and voluntary act and deed
for the uses and purposes herein
set forth, in which my hands
and seal this 10th of August,
A.D. 1873.

William J. Adams
Notary Public
Charles C. Steele

Vacation Revolution - July 13, 1960 - Box 128 - Page 474
 Vacation Revolution - Jan. 5, 1962 - Box 129 - Page 102
 Vacation Revolution - April 6, 1962 - Box 158 - Page 167

100
Sept 9³⁰
Mr. S. M.
M. S. M.
O. H. O. 9¹⁰

T. 7 S. - R. 71 W.
6TH P.M.

CASE SUMMARY

CASE SUMMARY
Consent Agenda

PC Hearing Date: April 10, 2024

BCC Hearing Date: April 30, 2024

23-138211 RZ Rezoning

Case Name: 9148 Black Mountain Dr ODP

Owner/Applicant: Bruce A. Casias & Angela J. Engel

Location: 9148 Black Mountain Dr, Conifer
Section 6, Township 6 South, Range 71 West

Approximate Area: 2.70 Acres

Purpose: To rezone from a Planned Development (PD) zone district to a new PD, to allow residential uses based on the Suburban Residential (SR-2) zone district and to allow a reduction in required setbacks.

Case Manager: Alexander Fowlkes

Issues:

- None

Recommendations:

- **Staff:** Recommends APPROVAL

Interested Parties:

- Neighbors

Level of Community Interest: Low

General Location: Northwest of the intersection of County Hwy 73 and Shadow Mountain Drive

Case Manager Information: Phone: 303-271-8719 e-mail: afowlkes@jeffco.us

PC RESOLUTION

It was moved by Commissioner **Carpenter** that the following Resolution be adopted:

BEFORE THE PLANNING COMMISSION
COUNTY OF JEFFERSON
STATE OF COLORADO

April 10, 2024

RESOLUTION

<u>23-138211RZ</u>	Rezoning
Case Name:	9148 Black Mountain Dr ODP
Owner/Applicant:	Bruce A. Casias & Angela J. Engel
Location:	9148 Black Mountain Dr, Conifer Section 6, Township 6 South, Range 71 West
Approximate Area:	2.70 Acres
Purpose:	To rezone from a Planned Development (PD) zone district to a new PD, to allow residential uses based on the Suburban Residential (SR-2) zone district and to allow a reduction in required setbacks.
Case Manager:	Alex Fowlkes

The Jefferson County Planning Commission hereby recommends **APPROVAL**, of the above application, on the basis of the following facts:

1. That the factors upon which this decision is based include evidence and testimony and staff findings presented in this case.
2. The Planning Commission finds that:
 - A. Case The proposed Rezoning from Planned Development (PD) to a PD based on the SR-2 zone district with modified setbacks, is compatible with the existing and allowable residential land uses in the surrounding area.
 - B. The proposal is in general conformance with the Comprehensive Master Plan (CMP). The subject property is within the Conifer/285 Area of the CMP, for which residential land uses are recommended as an Area of Stability. All other applicable goals and policies of the CMP have been met.
 - C. The ability to mitigate the negative impacts of the proposed land use upon the surrounding area have been considered and no negative impacts were identified.
 - D. The subject property is served by the Elk Creek Fire Protection District and the Jefferson County Sheriff's Office, and water and

sanitation services are provided by individual well and septic systems. Existing infrastructure and services are adequate and available to serve the proposed land use.

- E. The proposed Rezoning will not result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area.

Commissioner **Spencer** seconded the adoption of the foregoing Resolution, and upon a vote of the Planning Commission as follows:

Commissioner	Rogers	aye
Commissioner	Spencer	aye
Commissioner	Becker	aye
Commissioner	Duncan	aye
Commissioner	Bolin	aye
Commissioner	Liles	aye
Commissioner	Messner	aye

The Resolution was adopted by **unanimous** vote of the Planning Commission of the County of Jefferson, State of Colorado.

I, Kimi Schillinger, Executive Secretary for the Jefferson County Planning Commission, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Jefferson County Planning Commission at a regular hearing held in Jefferson County, Colorado, April 10, 2024.



Kimi Schillinger
Executive Secretary

STAFF REPORT

Staff Report Summary

Case Number:
23-138211RZ

Summary of Process

- The Staff evaluation of an application will be presented at the required Planning Commission and Board of County Commissioners' Hearings.
- The Planning Commission will review the evidence and will make a recommendation to the Board of County Commissioners.
- The final decision on the request will be made by the Board of County Commissioners.

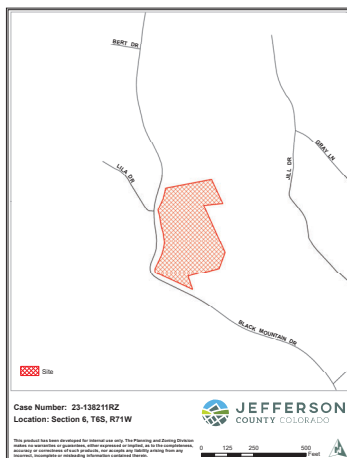
Case Summary

To rezone from a Planned Development (PD) to a Planned Development based on SR-2 to allow for residential usage with limited setbacks

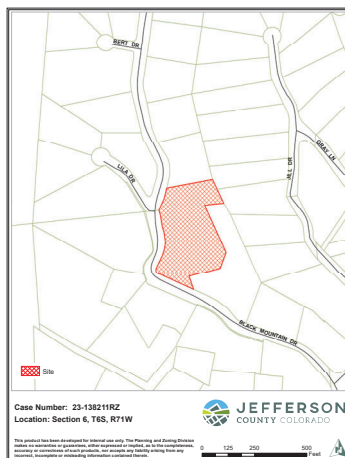
Purpose		9148 BLaack Mountain Dr ODP		Alexander Fowlkes	January 24, 2024
Case Name		Case Manager		Formal Submittal Date	
N/A	Waived	04/10/24	04/30/24	Building Permit	
Pre-Application Date → Community Meeting Date → PC Hearing Date → BCC Hearing Date → Next Process					
Bruce A. Casias & Angela J. Engel					
Applicant/Representative, check if same as owner: <input checked="" type="checkbox"/> Owner					
9148 Black Mountain Dr	Conifer	80433	2.7 Acres	6	6 71
Property Address	City	Zip	Area ≈	Section	Township Range
300211194	Northwest of the intersection of County Hwy 73 and Shadow Mountain Drive				
Pin	General Location				

Land Use and Zoning

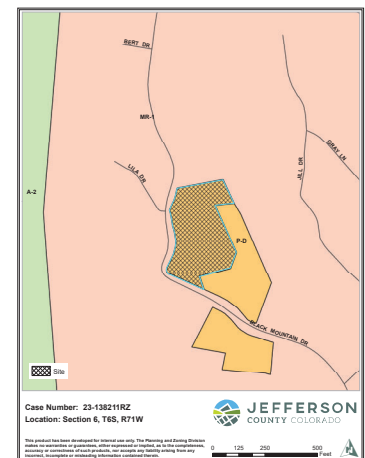
Vicinity



Detail



Surrounding Zoning



Existing Land Use:	Existing Zoning:	CMP Recommended Land Use:	Requested Zoning:
Single Family Residential	PD	Area of Stability	PD
Plan Area: <u>Conifer/285 Corridor Area</u>		Number of citizens at Community Meetings: <u>N/A</u>	
PC Recommendations: _____		Level of Community Interest: <u>Low</u>	
Key Issues: <u>None</u>			

Criteria for Rezoning:

- The compatibility with existing and allowable land uses in the surrounding area.
- The degree of conformance with applicable land use plans.
- The ability to mitigate negative impacts upon the surrounding area.
- The availability of infrastructure and services.
- The effect upon the health, safety, and welfare of the residents and landowners in the surrounding area.

✓	○	✗
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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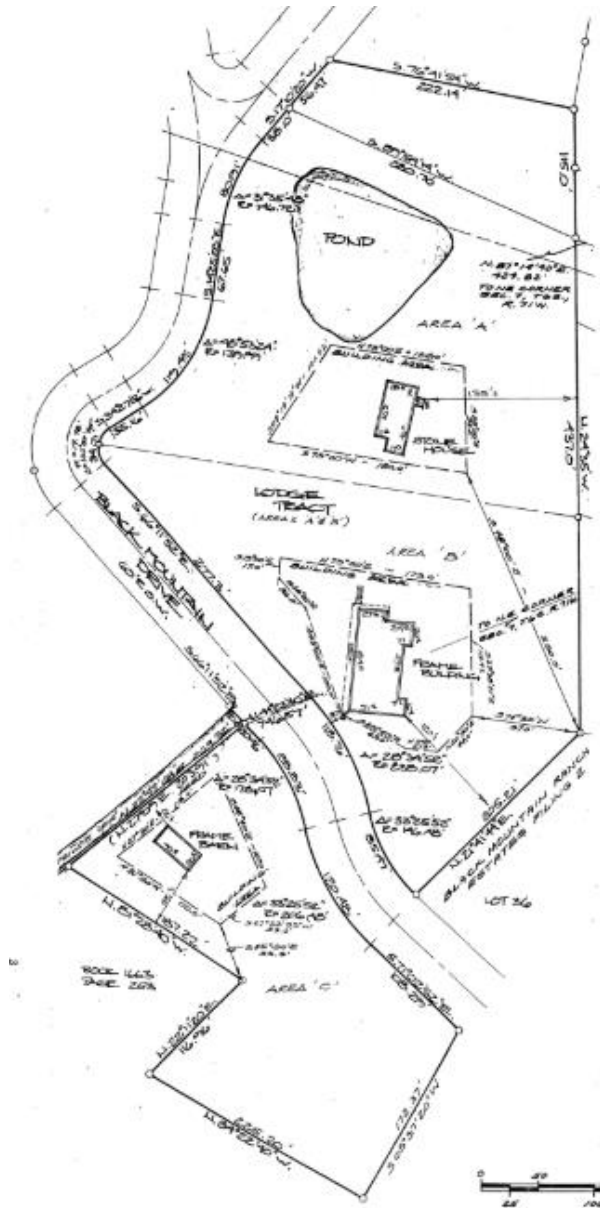
1. SUBJECT REQUEST

The applicant is requesting to Rezone from Planned Development (PD) to a new PD based on the Suburban Residential-Two (SR-2) Zone District. The property is currently Zoned PD and contains portions of Use Area A & B of the Black Mountain Ranch Official Development Plan (ODP). Use Area A allows for a single-family home, while Use Area B allows for multifamily development. Since approval of the current PD, the property has been divided so that the current parcel configuration does not follow the approved Use Area boundaries. This makes it difficult to determine lot and building standards (mainly setbacks), and nearly impossible to build any sort of outbuilding as the new property lines limit the buildable area. The applicant seeks to Rezone to a PD resembling the SR-2 zone district, which more closely matches the size and use of the property. The new PD proposes modified setbacks so that they may build a detached garage closer to where the property takes access from Black Mountain Drive.



Figure 1 Subject Property Boundaries (Approximate)

2. CONTEXT



The subject property is located on Black Mountain Drive, northwest of the intersection of County Hwy 73 and Shadow Mountain Drive. The only structure on the property is a single-family dwelling unit. However, the single-family home appears to have been historically used as a lodge, known as the Black Mountain Guest Ranch. While not officially designated as a historic resource, the Jefferson County Historic Commission states "The Black Mountain Guest Ranch is an important historic building in the Conifer area reflecting 20th century outdoor recreation in the mountains."

The subject property and two others nearby were Rezoned in 1994 to allow for a Single-Family home and accessory uses in the northern portion of the ODP boundary (Use Area A), multifamily development in the southern portion (Use Area B), and Single Family, Agricultural, limited commercial, and recreational uses in the portion across Black Mountain Drive (Use Area C).

The subject property's configuration came to be in 1999 as it was divided into two parcels via warranty deed. These new parcels separated the multifamily structure and the single-family home, but these new property boundaries do not reflect the Use Area boundaries set forth in the ODP. While it is a legal division of land, this division has significantly limited the buildable area on the subject property as the required setback from all property lines is 50 ft.

Figure 2 ODP Use Area Map

3. SURROUNDING ZONING/LAND USE

	Adjacent Zoning	Land Use
North:	Mountain Residential-One (MR-1)	Single-Family Residential
South:	Planned Development (PD) & Mountain Residential-One (MR-1)	ROW, Multi-Family Residential, Single-Family Residential
East:	Mountain Residential-One (MR-1)	Single-Family Residential
West:	Mountain Residential-One (MR-1)	ROW & Single-Family Residential

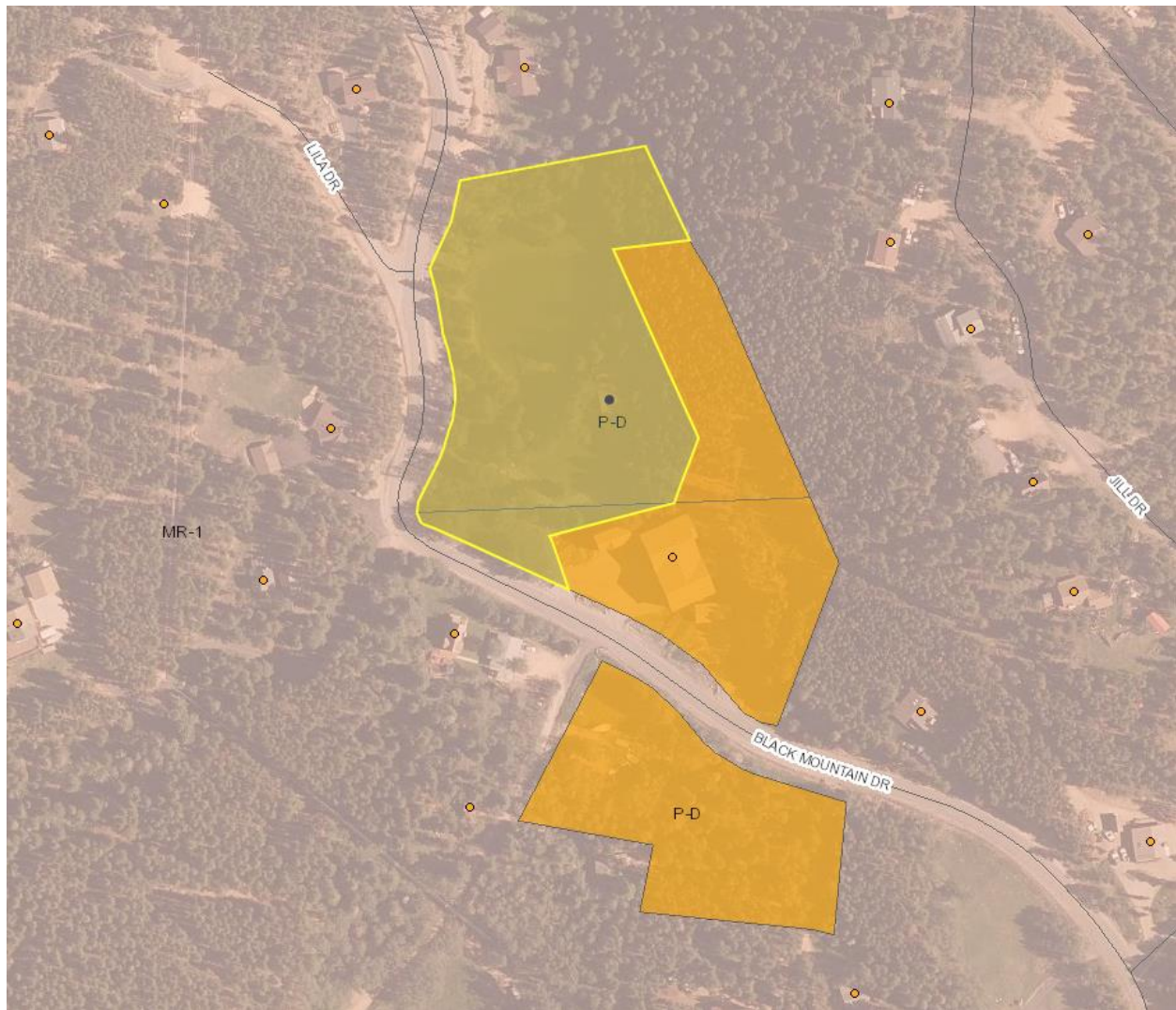


Figure 3 Surrounding Zone Districts

4. SUMMARY OF PROPOSED CHANGES

	Current Zoning	Proposed Zoning
Zone District	Planned Development (Use Areas A & B Black Mountain Ranch ODP)	Planned Development
Permitted Uses	Single-Family Residential, Private Garage, Private Greenhouse, Day Nursery	Single-Family
Setbacks	Front: 50 Ft Side: 50 Ft Rear: 50 Ft	Setbacks Shall follow those Set Forth in Exhibit C (See Figure 4 Below)
Architecture Standards	N/A	New Development must maintain Historic Character of the main building

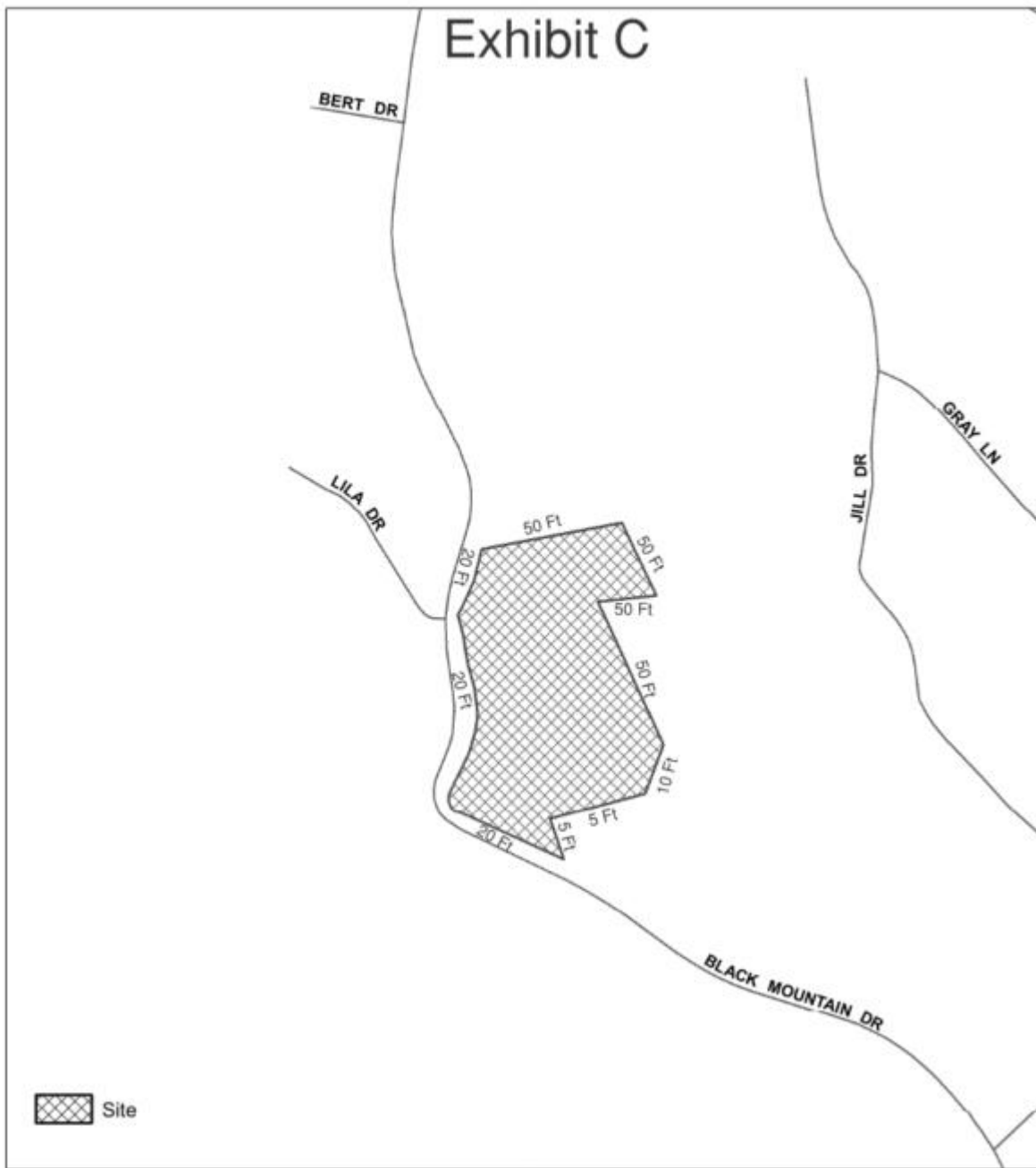


Figure 4 Setback Exhibit to be included in ODP

5. TRANSPORTATION

A transportation analysis was not required with this Rezoning application as it will not result in an increase in traffic. The threshold for a transportation analysis is an increase of at least 50 average daily trips, and this proposal would not allow an additional development that would increase traffic as this property could not be subdivided.

6. CRITERIA FOR DECISIONS FOR REZONING APPLICATIONS

Section 6 of the Zoning Resolution states, *In reviewing Rezoning and Special Use applications, the Planning Commission and the Board of County Commissioners may consider the following criteria:*

- ✓ a. *The compatibility with existing and allowable land uses in the surrounding area.*
- ✓ b. *The degree of conformance with applicable land use plans.*
- ✓ c. *The ability to mitigate negative impacts upon the surrounding area.*
- ✓ d. *The availability of infrastructure and services.*
- ✓ e. *The effect upon the health, safety, and welfare of the residents and landowners in the surrounding area.*



a. The compatibility with existing and allowable land uses in the surrounding area.

Staff finds that the proposed Rezoning from PD to a new PD based on the SR-2 zone district is compatible with the surrounding area. All surrounding properties are developed with residential land uses on similarly sized lots, and the multifamily development directly to the south of the subject property was once part of the same development, which has operated in harmony since it was constructed in 2005. Furthermore, the applicant has agreed to add a written restriction to their ODP that would ensure any additional development on the property would be architecturally compatible with the historic Black Mountain Guest Ranch, thus helping to preserve community character in the area.

b. The degree of conformance with applicable land use plans.

The Comprehensive Master Plan (CMP), an advisory document required by State statute, contains Goals and Policies that are used to guide land use decisions. The Area Plans section of the CMP contains supplementary policies and land use recommendations for evaluation.

	Summary	Conforms with CMP? ✓ ○ ✗
Land Use	The CMP discusses the need for a variety of uses to create a vibrant, enduring community. The Plan encourages diverse communities in which to live, work, and enjoy outdoor recreation.	✓
Physical Constraints	The CMP describes physical constraints as those physical features that due to safety concerns may potentially restrict where and how development occurs. Physical Constraints include geologic hazards and constraints, floodplains, wetlands, wildfire, radiation, landfills, abandoned mines, and wildlife habitat	✓

Community Resources	The CMP contains policies that relate to historic structures or sites, scenic corridors, natural features, air quality, light, odor and noise pollution, open space and trails.	
Infrastructure Water and Services	The CMP describes the importance of new developments having adequate Transportation, Water and Wastewater, and Services.	

Staff concludes that the subject request is in general conformance with the applicable goals and policies of the Comprehensive Master Plan.

Land Use: This property is located in the Conifer/285 area of the Comprehensive Master Plan. The recommended land use is an Area of Stability, which is a recommendation for areas that are typically residential in nature that should not be further subdivided. The proposed Rezoning to a PD based on the County's SR-2 zone district would conform with this recommended land use because the proposed minimum lot size for a residential single-family unit would be two acres, which would prevent future subdivision of the subject property.

Physical Constraints: There are no concerns over physical restraints as this property does not fall into any geologic hazard districts, there are no floodplains present on the property, and the proposal will not have any added effects on wildlife or wildfire as this would not allow any further residential development. The subject property is within the Wildland Urban Interface Overlay District, and the owners will have to comply with Defensible Space requirements.

Community Resources: The proposal will not have major impacts to air, light, odor, or noise, and no trails or open space will be impacted by the proposal. Even though this is not a recognized historic landmark, the Jefferson County Historic Commission recommends the historic character of the Black Mountain Guest Ranch be preserved. The applicant is addressing this through the written restrictions in the ODP, requiring architectural compatibility with the Black Mountain Guest Ranch. The proposal is in conformance with the Community Resources section of the CMP.

Infrastructure, Water and Services: Existing infrastructure and services are adequate and available to support the proposed Rezoning. The subject property receives fire protection from Elk Creek Fire Protection District. Water and sanitation services are provided by individual well and septic systems. The Jefferson County Sheriff's Office provides law enforcement to the area.

c. The ability to mitigate negative impacts upon the surrounding area.

Staff has not identified any unmitigated negative impacts that this request could have on the surrounding area. The approval of this Rezoning would not diminish the character or negatively affect the surrounding area because the proposed PD zone district is based on SR-2, a single-family residential zone district. Although the surrounding properties are primarily zoned MR-1, they are of comparable size to the subject property. Additionally, this will not change the existing land use on the property, which has operated in harmony with the surrounding area since it was developed. The requested PD zoning aligns with the character and existing uses of the surrounding properties.

d. The availability of infrastructure and services.

As discussed above, the most intensive possible use under the proposed PD zoning is the existing single-family residence. Staff has determined that adequate infrastructure and services are available to support this proposal. The property is served by Elk Creek Fire Protection District, individual well and septic systems, and Jefferson County Sheriff's Office. Through referral comments, Jefferson County Public Health explained that the existing septic system (a cesspool design) is no longer supported by Jefferson County. However, the applicant has an active Onsite Wastewater permit to upgrade their system to bring it to current Public Health standards. Therefore, Staff has no concerns over the availability of infrastructure and services.

e. The effect upon health, safety, and welfare of the residents and landowners in the surrounding area.

The proposed land use will not result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area. No unmitigated deleterious effects relating to the proposed Rezoning have been identified.

7. COMMERCIAL MINERAL DEPOSITS

No known commercial mineral deposits exist on the subject property.

8. COMMUNITY MEETING

The Community Meeting requirement was waived by the Director of Planning and Zoning based on the conclusion that the proposal would have minimal impacts to the surrounding area and generate little to no public interest. The correspondence confirming the Community Meeting was waived can be found in the case packet.

9. COMMUNITY/REFERRAL RESPONSES

During the processing of this Rezoning application, Staff received no citizen comments. Several individuals reached out with questions about the Rezoning and were satisfied with the proposal.

10. AGENCY REFERRAL RESPONSES

This application was sent on one referral to 11 Jefferson County Departments & Divisions and 8 external agencies. No Referral agencies expressed concerns about this proposal, and **there are no known outstanding issues with the referral agencies.**

11. NOTIFICATION

Notification of the proposed development was provided in accordance with the Zoning Resolution. Postcards were mailed to all property owners within ¼ of a mile and all registered associations within 2 miles were sent e-mail notifications.

12. POST HEARING REVIEW

If the Rezoning is approved, the post hearing review shall be in accordance with the Zoning Resolution as follows:

Planned Development: The applicant shall have 28 days after Board of County Commissioner's approval to submit a 'clean' copy of the approved red-marked ODP and pay the recordation fees. The Case Manager will have 7 days to review the submitted ODP. If the revisions have been made in accordance with the approval conditions, Staff will affirm and record the ODP documents, as appropriate. If the submitted documents are not in conformance with the approved red-marked ODP, the red-marked ODP shall be recorded.

13. SUBSEQUENT PROCESSES

If the Rezoning is approved, prior to construction or alteration of any buildings on the site, the applicant will need to apply for a Building Permit. At which time Planning Staff will review the proposal for conformance with the approved ODP and other applicable sections of the Zoning Resolution.

SUMMARY OF STAFF ANALYSIS AND RECOMMENDATION

Staff's analysis concludes that the proposed Rezoning to a PD based on SR-2 zoning requirements will be compatible with the existing and allowable uses in the area, is in general conformance with the CMP, will not create negative impacts to the surrounding area, will not negatively impact the health, safety, and welfare of residents or landowners in the surrounding area, and infrastructure and services are in place to support the proposed use. This application meets all Rezoning criteria specified in the Zoning Resolution. Staff has no unresolved issues related to this Rezoning application. Based upon this and the findings below, staff recommends APPROVAL of the proposed Rezoning.

FINDINGS:

Based on the analysis included in this report, staff concludes that the proposal satisfactorily addresses each of the criteria below which the Board of County Commissioners may consider, as detailed in subsection 6 of this staff report.

- 1. The proposed Rezoning from Planned Development (PD) to a PD based on the SR-2 zone district with modified setbacks, is compatible with the existing and allowable residential land uses in the surrounding area.**
- 2. The proposal is in general conformance with the Comprehensive Master Plan (CMP). The subject property is within the Conifer/285 Area of the CMP, for which residential land uses are recommended as an Area of Stability. All other applicable goals and policies of the CMP have been met.**
- 3. The ability to mitigate the negative impacts of the proposed land use upon the surrounding area have been considered and no negative impacts were identified.**
- 4. The subject property is served by the Elk Creek Fire Protection District and the Jefferson County Sheriff's Office, and water and sanitation services are provided by individual well and septic systems. Existing infrastructure and services are adequate and available to serve the proposed land use.**
- 5. The proposed Rezoning will not result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area.**

PLANNING COMMISSION:

Planning Commission Recommendation (Resolution dated April 10, 2024 attached):

Approval	X (7-0)
Approval with Conditions	_____
Denial	_____

The case was scheduled on the Consent agenda of the Planning Commission. As there was no public comments or concerns, the Planning Commission voted unanimously to recommend approval of the Rezoning.

BOARD of COUNTY COMMISSIONERS ACTION:

The Board of County Commissioners is charged with reviewing the request, staff report, and Planning Commission recommendation, receiving testimony and evidence on the application, and approving or denying the request.

COMMENTS PREPARED BY:

Alexander Fowlkes

Alexander Fowlkes

Planner

April 30th, 2024

PROPOSED ZONING

**9148 Black Mountain Dr. Official Development Plan
Rezoning Case #23-138211 RZ**

A. Intent

The purpose of this Rezoning is to rezone from a Planned Development (PD) to a Planned Development based on SR-2 to allow for residential usage with limited setbacks.

B. Written Restrictions

All of the uses and standards of the SR-2 and other applicable sections of the Zoning Resolution shall apply to the property as shown on the graphic attached hereto as Exhibit A and the legal description attached hereto as Exhibit B with the following exceptions:

1. Setbacks

- Setbacks shall follow those set forth in Exhibit C

2. Architecture

- Any additions or modifications to the main structure, and any new development shall be consistent with historic character of the building in terms of material, color, and architecture

APPROVED FOR RECORDING:

This Official Development Plan, titled 9148 Black Mountain Drive Official Development Plan, was approved the _____ day of _____ 2024, by the Board of County Commissioners, of the County of Jefferson, State of Colorado and is approved for recording.

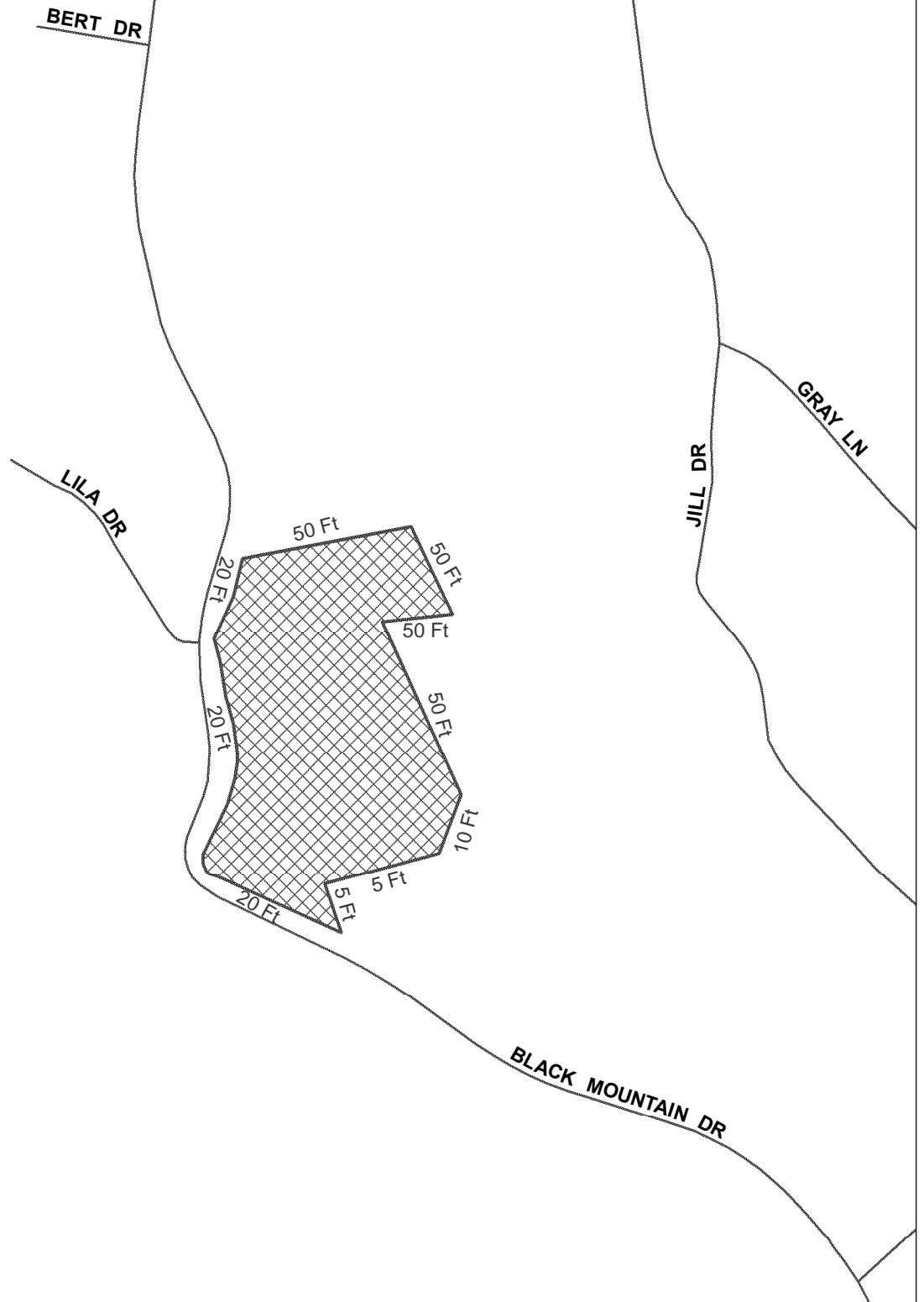
The owner of the property, at the time of approval was: _____

By: Jefferson County Planning and Zoning Director

Signature: _____

Date: _____

Exhibit C



MAPS

Legal DescriptionStreet Location of Property 9148 Black Mountain Drive

Is there an existing structure at this address?

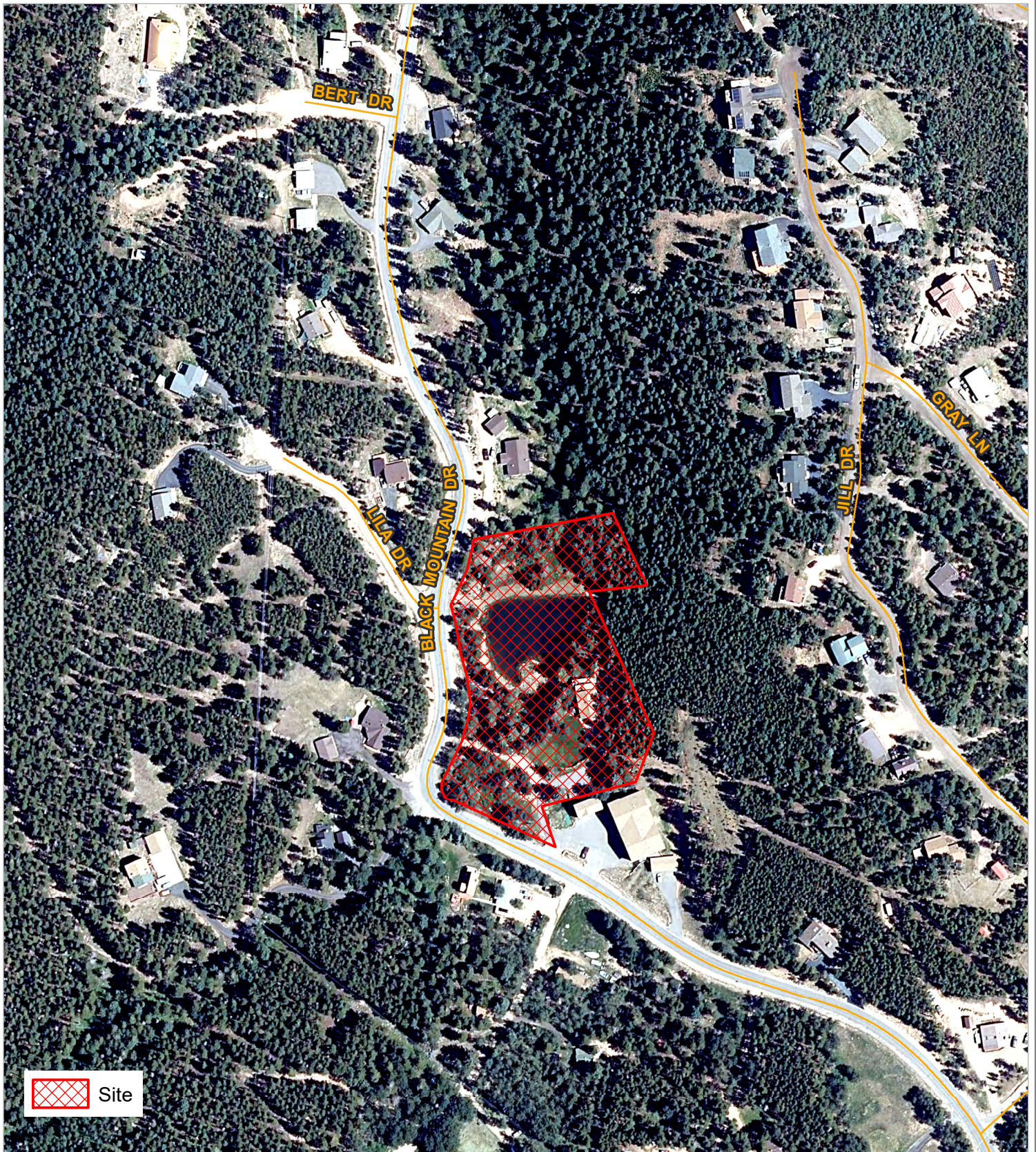
Yes X

No _____

Type the legal description and address below.

THAT PORTION OF THE NE 1/4 NE 1/4 OF SECTION 7 AND THE SE1/4 SE1/4 OF SECTION 6 ALL IN TOWNSHIP 6 SOUTH, RANGE 71 WEST OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 14 SECONDS WEST, 280.7 FEET TO A POINT ON THE EASTERLY RIGHT AWAY LINE OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W. SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 38.0 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE 31 DEGREES 35 MINUTES 48 SECONDS - RADIUS 146.72 FEET) AN ARC DISTANCE OF 80.91 FEET; THENCE SOUTH 14 DEGREES 25 MINUTES 28 SECONDS EAST, 67.65 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 48 DEGREES 53 MINUTES 24 SECONDS - RADIUS 139.99 FEET) AN ARC DISTANCE OF 119.45 FEET; THENCE SOUTH 34 DEGREES 27 MINUTES 56 SECONDS WEST, 35.16 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 100 DEGREES 39 AND IT'S 48 SECONDS - RADIUS 19.76 FEET) AND ARC DISTANCE OF 34.71 FEET; THENCE SOUTH 66 DEGREES 11 MINUTES 52 SECONDS EAST, 277.3 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 28 DEGREES 34 SECONDS 52 SECONDS - RADIUS 238.07 FEET) AN ARC DISTANCE OF 118.76 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 33 DEGREES 25 MINUTES 52 SECONDS - RADIUS 146.48 FEET) AN ARC DISTANCE OF 85.47 FEET; THENCE LEAVING THE SAID R.O.W., NORTH 21 DEGREES 41 MINUTES 44 SECONDS E 205.21 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 437.00 FEET TO THE POINT OF BEGINNING TOGETHER WITH TRACT B OF BLACK MOUNTAIN RANCH ESTATES FILING NO. 2, BEING FURTHER DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF THE SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 115.0 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES 54 SECONDS W 222.14 FEET TO A POINT ON THE EASTERLY R.O.W. OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W., SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 56.47 FEET; THENCE LEAVING THE SAID R.O.W., NORTH 89 DEGREES 54 MINUTES 14 SECONDS EAST, 280.70 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF JEFFERSON, STATE OF COLORADO.

Section 6 Township 6 S. Range 71 WCalculated Acreage 2.70 Acres Checked by: Kendell CourtAddress Assigned (or verified): 9148 Black Mountain Drive



Case Number: 23-138211RZ
Location: Section 6, T6S, R71W

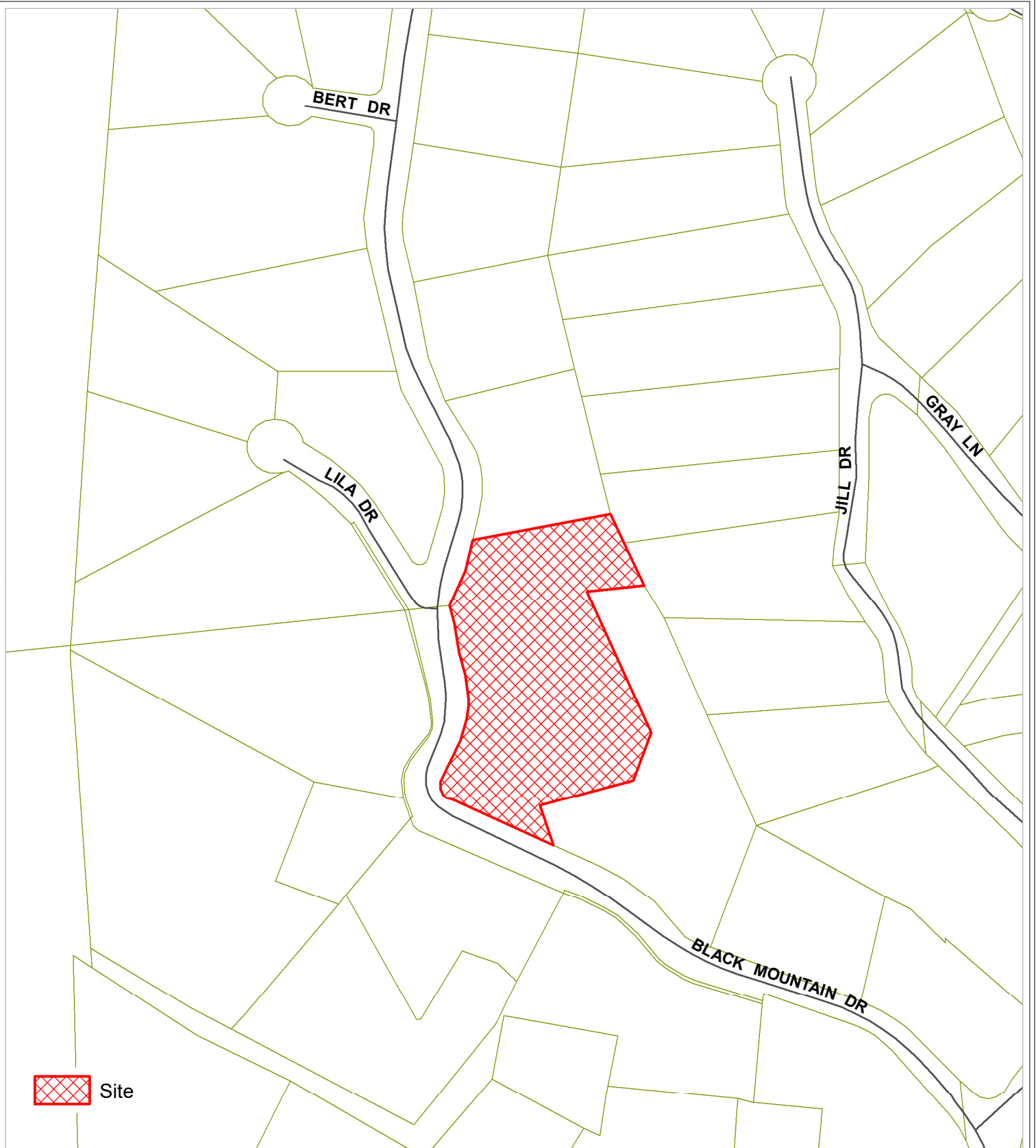


JEFFERSON
 COUNTY COLORADO

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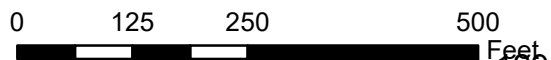


Case Number: 23-138211RZ
Location: Section 6, T6S, R71W



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BERT DR

LILA DR

JILL DR

GRAY LN

BLACK MOUNTAIN DR



Site

Case Number: 23-138211RZ

Location: Section 6, T6S, R71W

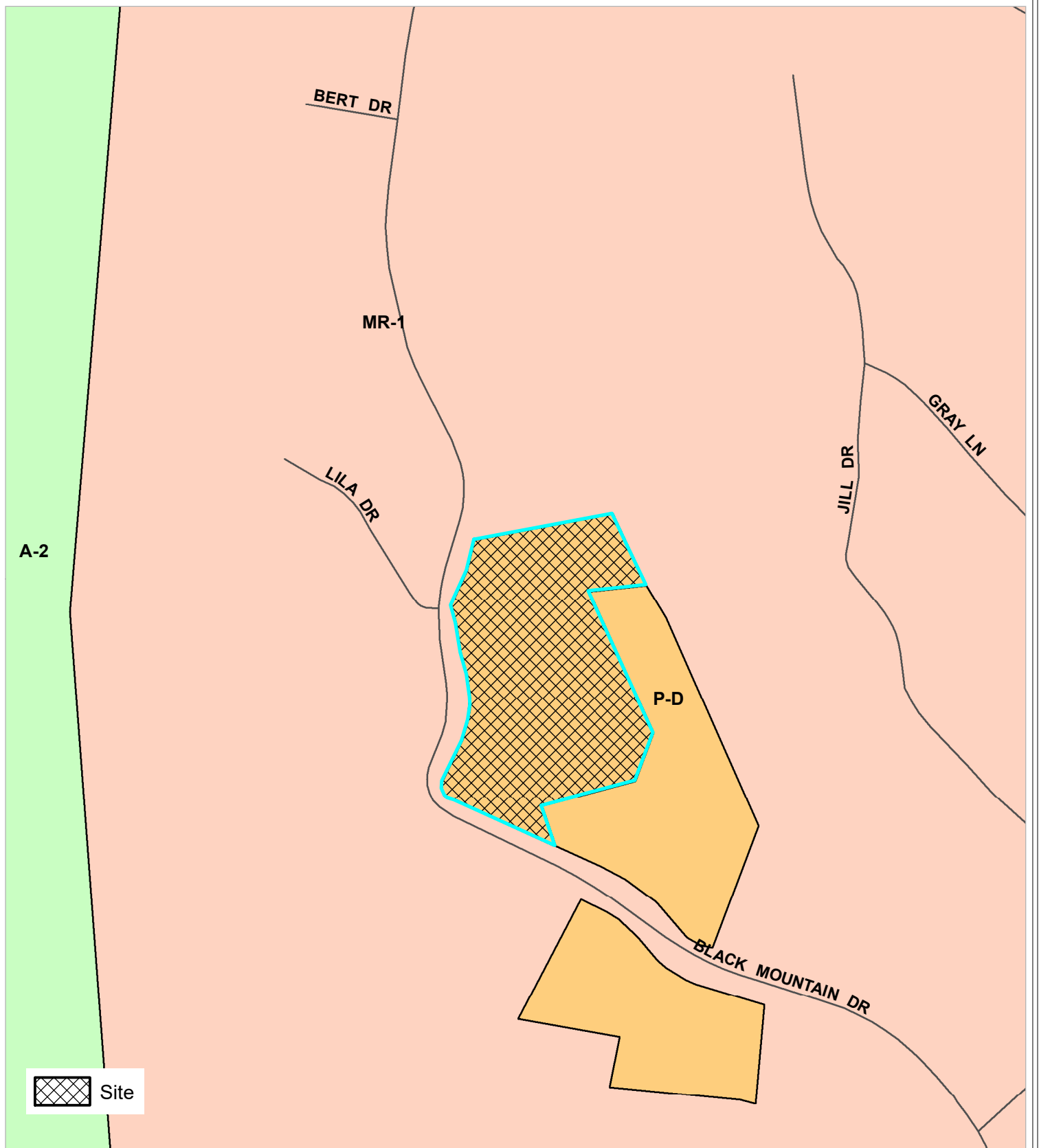


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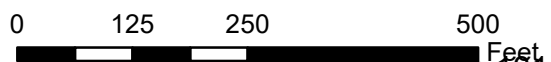


Case Number: 23-138211RZ
Location: Section 6, T6S, R71W



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COMMUNITY MEETING SUMMARY

Alexander Fowlkes

From: Chris OKeefe
Sent: Tuesday, December 26, 2023 10:01 AM
To: Russell Clark
Cc: Alexander Fowlkes; Nick Nelson
Subject: RE: Request to waive CMT for 9148 Black Mountain Dr

Follow Up Flag: Follow up
Flag Status: Completed

Thanks for providing this background, Russ.

Based on the details of the request and the fact that the only differences between the requested PD and the SR-2 are with the setbacks and the neighbor has already agreed to the proposed setbacks, I hereby waive the community meeting requirement for this rezoning.

Let me know if you need additional information.

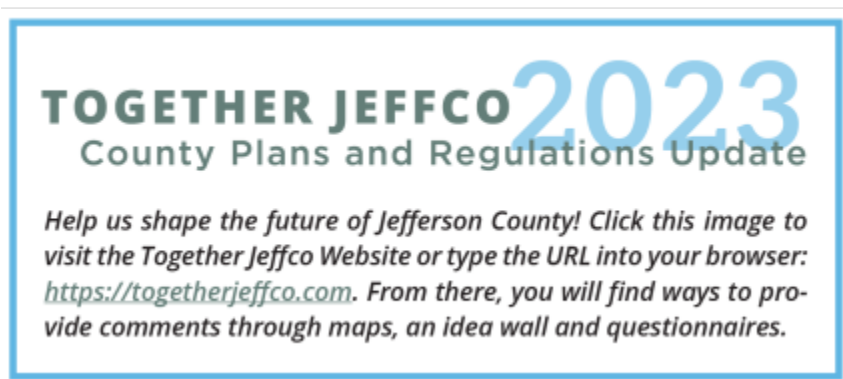
Thanks,
Chris

Chris O'Keefe, AICP
(he, him, his)

Planning and Zoning Director
Jefferson County

o 303-271-8713

cokeefe@jeffco.us | Find us on the web: planning.jeffco.us



We encourage scheduling an appointment to see staff during our office hours Monday - Thursday. Please schedule [appointments](#) and submit [applications](#) online. Go to planning.jeffco.us for more information.



From: Russell Clark <rclark@co.jefferson.co.us>
Sent: Tuesday, December 26, 2023 9:57 AM
To: Chris OKeefe <cokeefe@co.jefferson.co.us>
Cc: Alexander Fowlkes <afowlkes@co.jefferson.co.us>; Nick Nelson <nnelson@co.jefferson.co.us>
Subject: Request to waive CMT for 9148 Black Mountain Dr

Chris,

The owner of 9148 Black Mountain Dr is requesting to waive the CMT prior to applying for a rezoning. The rezoning would be from PD to a new PD. The current property is in two separate use areas of an ODP and the proposed ODP would follow SR-2 (2-acre min lot size, 35-foot height limit), with modified setbacks to accommodate the existing house and a future detached garage. The SR-2 zoning requires a 50-foot setback on all sides, but the proposed ODP would have a reduced side setback of 30-40 feet due to the location of the existing house and a 5-foot proposed setback on the southern side to allow a future detached garage.

The owner of the adjacent lot to which both proposed setbacks would impact has spoken to the owner of 9148 Black Mountain and signed a letter saying they are aware of the proposed rezoning, and the reduced setbacks (specifically stated in the letter as a 5-foot setback). Further, they are in support of the rezoning.

For context, the surrounding properties are all zoned MR-1, which has a 17,400 sf min lot size, a 45-foot height limit and setbacks of 30 ft (front), 20 ft (side and rear).

I support the request to waive the CMT, as the purpose of the CMT is to 'inform the public of a possible land use change', and this proposed rezoning will not change the base land use, only the setbacks for a future garage – which the applicant has submitted a letter of support from.

Please let Alex and I know if you would be inclined to waive the CMT for this rezoning.

-Russ

REFERRAL COMMENTS

Memorandum

To: Alex Fowlkes
Planner

From: Patrick O'Connell
Engineering Geologist

Date: February 12, 2024

Re: 9148 Black Mountain Drive, Case No. 23-138211RZ

I have reviewed the submitted documents for the subject project. I have the following comments:

1. The site is not located in a geologic hazard area, and geologic and geotechnical reports are not required at the time of the rezoning.
2. The property is located within the Mountain Ground Water Overlay District. However, since the structure is existing and this rezoning application would not change the amount of water used, or type of well permit, the restrictions of the MGWOD would not apply.

MEMO

TO: Alexander Fowlkes
Jefferson County Planning and Zoning Division

FROM: Tracy Volkman
Jefferson County Environmental Health Services Division

DATE: February 1, 2024

SUBJECT: Case #23-138211 RZ
Angela Engel
9148 Black Mountain Dr

Based on Jefferson County Public Health's review, we think the rezoning can be approved with the following conditions recorded in the Official Development Plan:

- A compliant OWTS must be installed.
- The proposed garage must meet all setback requirements from the compliant OWTS components in accordance with the Jefferson County Onsite Wastewater Regulations.

PROPOSAL SUMMARY

Rezoning from Planned Development (PD) to a new Planned Development (PD) Zoning.

COMMENTS

Jefferson County Public Health (JCPH) reviewed the documents submitted by the applicant for this rezoning process and has the following comments:

The applicant must submit the following documents or take the following actions prior to a ruling on the proposed rezoning of this property. NOTE: Items marked with a "✓" indicate that the document has been submitted or action has been taken. **Please read entire document for requirements and information. Please note additional documentation may be required. Failure to provide required documentation may delay the planning process.**

REZONING REQUIREMENTS (Private Well & OWTS)

✓	Date Reviewed	Required Documentation/Actions	Refer to Sections
✓	01/30/2024	Submit a notarized Environmental Questionnaire and Disclosure Statement in accordance with the Jefferson County Zoning Resolution and Land Development Regulation (LDR) Section 30.	Environmental Site Assessment

WATER SUPPLY (LDR 21)

The Jefferson County Zoning Resolution (Section 9 C.21) and the Land Development Regulation (LDR) Section 21.B.2.a (1) requires proof of legal water, such documentation may include, but is not limited to, a copy of the well permit or water court decree. The Colorado Division of Water

Resources (CDWR) is the governing authority for wells. As such, the applicant should contact the Colorado Division of Water Resources at 303.866.3581 who will determine if the applicant has a legal right to the water supply.

Water Dependability

JCPH advises all parties to note that the long-term dependability of any water supply in Colorado, be it surface water, ground water, or a combination of surface water and ground water, cannot be guaranteed. All ground water and surface water supplies are subject to fluctuations in precipitation. During periods of drought, it will be necessary to carefully manage all uses of water so that the basic water supply needs for human health can be met.

WASTEWATER

9148 Black Mountain Drive

According to our records, 9148 Black Mountain Drive does not currently have a compliant onsite wastewater treatment system installed that serves the 4-bedroom single-family dwelling. The single-family dwelling is served by a cesspool, which is prohibited in Jefferson County.

JCPH has records of a repair permit that was issued on November 7, 2023 for the installation of a higher-level treatment OWTS to serve a 4-bedroom single family dwelling (Permit # 23-130250 HLT OW). The OWTS repair permit expires on November 6, 2024, and has not been installed to date. As such we request the following:

The rezoning be approved with the following conditions recorded in the Official Development Plan:

- A compliant OWTS must be installed.
- The proposed garage must meet all setback requirements from the compliant OWTS components in accordance with the Jefferson County Onsite Wastewater Regulations.

NOISE

The Colorado Revised Statutes (Sections 25-12-101 through 108) stipulate that maximum residential noise levels must comply with the following 25 feet from the property line:

- 55dB(A) between 7:00 a.m. and 7:00 p.m.
- 50dB(A) at all other times.

Colorado Revised Statute 25-12-103 classifies noise that exceeds the maximum permissible noise level as a public nuisance, which is a civil matter between the property owner and the complainant. Please note: JCPH and the Colorado Department of Public Health and Environment do not enforce noise complaint nuisances.

ENVIRONMENTAL ASSESSMENT (LDR 31)

JCPH has reviewed the Environmental Questionnaire and Disclosure Statement. The applicant checked "No" on all categories of environmental concern on the cover sheet. From this information, it does not appear that any recognized environmental conditions exist which would negatively impact the property.

Should stained or discolored soil or contaminated groundwater be encountered during construction and excavation of this area, the contractor must cease operations and contact a professional engineer licensed in Colorado or equivalent expert to further evaluate the soil and/or

groundwater conditions, the nature and extent of the contamination, and determine the proper remediation and disposal of the contaminated material. The contractor must contact the CDPHE, Hazardous Materials and Waste Management Division at 303.692.3320.

NOTE: These case comments are based solely upon the submitted application package. They are intended to make the applicant aware of regulatory requirements. Failure by Jefferson County Public Health to note any specific item does not relieve the applicant from conforming to all local, state, and federal regulations. Jefferson County Public Health reserves the right to modify these comments, request additional documentation, and or add appropriate additional comments.



Boards and Commissions
Historical Commission

Tugce Ucar Maurer
Planner II, Long Range Planning
Jefferson County Planning and Zoning

February 14, 2024

Dear Tugce,

The Historical Preservation and Landmarks Committee of the Jefferson County Historical Commission (JCHC) has reviewed *Rezoning 9148 Black Mountain Dr (Case #23-138211 RZ)*. The attached memo contains more details about the review. No further review is needed. JCHC has the following recommendation:

Recommendation 1. The addition of a detached garage should be sensitive to the historic and architectural nature of the residence and its mountain landscape.

Please forward our review and recommendation to the case manager.

Sincerely Yours,

//s// Dan Haas, Richard Scudder

Co-Chairs, Historical Preservation and Landmarks Committee
Jefferson County Historical Commission

Attachment: JCHC Memo

JEFFERSON

COUNTY COLORADO

Boards and Commissions

Historical Commission

Memorandum

February 14, 2024

Rezoning 9148 Black Mountain Dr (Case #23-138211 RZ)

Project:

A rezoning from Planned Development (PD) to a new Planned Development (PD) to allow for the future addition of a detached garage.

Resources near the Project Area: (T6S, R71W Sec 6; SE1/4, Sec 7, NE1/4)

Numerous recreation cabins (1947-1955) associated with the Cub Creek Summer Home Group located on National Forest land are identified northwest of the project area in Section 6. These cabins are not considered eligible as a National Register District because the majority of the cabins were built outside of the period of historic significance for the recreation residence movement.

Resources in the Project Area:

No cultural resource sites are formally recorded in COMPASS (The State of Colorado's Online Cultural Resources and Paleontological Database). The Jefferson County Assessor Property Records identify a historic building:

AIN / Parcel ID: 61-064-99-003

Single Family, 2 story, built 1927: The realty advertisement describes it as an iconic piece of Conifer/Evergreen history known as Black Mountain Guest Ranch dating back to 1915 that offered relaxation to Denverites retreating to this rustic mountain landscape. The "Stone Lodge House" is built of pink granite and white quartz (For the Love of Old Houses Facebook, July 24, 2023). In the mid-1900s, the Evergreen Chamber of Commerce touted the towns outdoor recreation, including trail riding, rodeo, ice skating, and hiking. Resorts and small guest ranch hotels included the Black Mountain Guest Ranch..." (Norman 2002: 86)

Project Determination of Effect: None provided

Mitigation Measures: None provided

Other Information:

This property is within the Area of Stability (AOS) of the Conifer Area Plan of the Comprehensive Master Plan (CMP), and no historic resources are identified on this property.

Jefferson County Historical Commission Conclusion and Recommendation:

The Black Mountain Guest Ranch is an important historic building in the Conifer area reflecting 20th century outdoor recreation in the mountains. This building has not been formally recorded or evaluated for significance. The application does not include any changes to this building, but does allow for the future addition of a detached garage. No further review is needed. JCHC has the following recommendation:

Recommendation 1. The addition of a detached garage should be sensitive to the historic and architectural nature of the residence and its mountain landscape.

NOTIFICATION SUMMARY

+

PUBLIC / HOA COMMENTS

Case Number 23-138211RZ

As a requirement of the Jefferson County Zoning Resolution, the following Level 1 notification was provided for this proposal.

1. Notification of this proposed development was mailed to property owners within a 1/4 mile radius of the site and Registered Associations located within a two mile radius of the site.

These radii are shown on the maps below. The initial notification was mailed at the time of the first referral. Additional notification was mailed 14 days prior to the Planning Commission Hearing identifying the scheduled hearings dates for both the Planning Commission and the Board of County Commissioners.

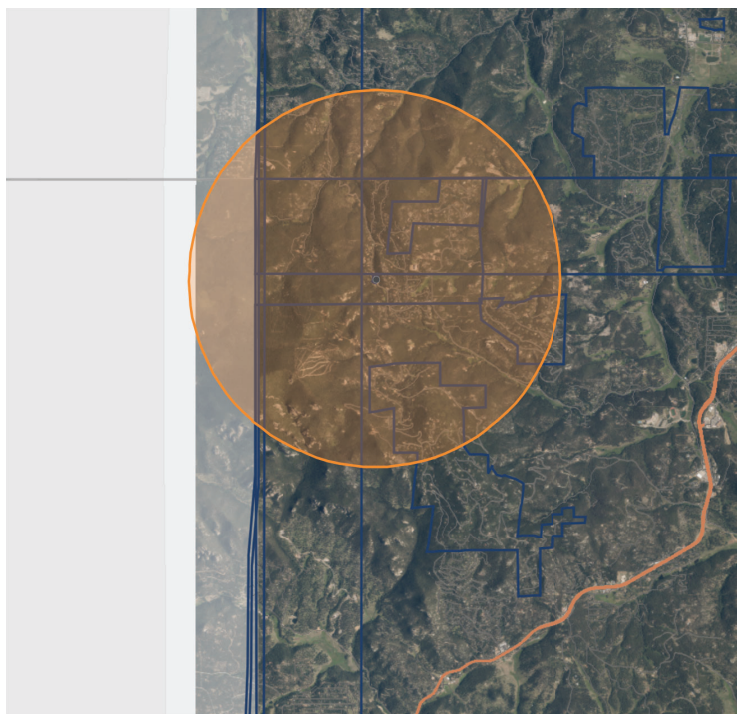
2. Sign(s), identifying the dates of the hearings before both the Planning Commission and the Board of County Commissioners, were provided to the applicant for posting on the site. The sign(s) were provided to the applicant with instructions that the site be posted 14 days prior to the Planning Commission Hearing.
3. Notification of the hearings before the Planning Commission and the Board of County Commissioners was published in the West Jeffco Hub.

Lists of the specific property owners and registered associations that received notification are attached to this summary.

Property Owners



Registered Associations



From the Jefferson County Assessor's Office
 Home Owners Associations within 2 miles of 61-064-99-003

Subject Properties

Owner AIN/Parcel PIN/Schedule Mail Address Property Address

CASIAS BR 61-064-99-03002111949148 BLAC 09148 BLACK MOUNTAIN DR , CONIFER, CO 80433

8 HOA within 2 miles of subject properties

HOA Name	Contact	Address	Phone 1	Phone 2	Email Address	License	Comments
BERRIEN R/ 815579	C/O RHEA S	28164 TRE	303674212	303674394	rjcs@att.ne		Last Update
CONIFER AI 757457	PETER BARI	19009 PLE	303697552		telebark@r	AOI	Last Update
Conifer & S 993103	c/o Chuck	18868 Willia	720260921	303674394	cosecc.co@		Updated 7/
Conifer Mo 991016		29281 Mar	303570799		tomjunker	HOA	Last Update
EVERGREEN 757321		PO Box 222	303674315	720484901	secretary@AOI		Last Update
JEFFERSON 757337			303817481		franevers@AOI		Last Update
PLAN JEFFC 984263	C/O MICHE	24396 COD	303526134	720839433	mpoolet@		Last update
RISE-UP 993008		31328 King	303145667	1303601420	sharon.m.w		Last Update

HOA	Hearing De	Board 1	Board 2	Board 3	Board 4	Board 5	Website	Area
N	Various-	deco-chair	Rhco-chair	An				EVERGREEN
Y	ALL BOARD	Shirley Johr		Kay Thelen	Suzy Nelson	Angela Bas	www.conif	S JEFFCO
N	Chuck New	Neil White	Joe Wienar	Charles F. (Anne Wilh	Neil White	https://ww	
Y	THOMAS JLD	Dave Jacks	Ed Vaclavic	Nancy Rich	Kent Wagn		www.conif	
Y	Peter Dunb	Peter Dunb	Simone Me	Sue Marine	Sue Shrade	Shanon Sq	emha.us	EVERGREEN
N	ANY BOAR	Don McDo	Barb Suggs	Andrea Ras	Andrea Ras	Terry Liekh	jeffcohorse	ALL AREAS
N	MICHELLE F	John Litz	Peter Mora	Michelle Pc	Peter Mora	John Litz, B	www.planj	
N	Sharon Wo	Gary Barret						

Owner	Mail Address	Mail Loc
CURRENT RESIDENT	9148 BLACK MOUNTAIN DR	CONIFER, CO
CURRENT RESIDENT	32675 BERT DR	CONIFER, CO
CURRENT RESIDENT	8958 BLACK MOUNTAIN DR	CONIFER, CO
CURRENT RESIDENT	8978 BLACK MOUNTAIN DR	CONIFER, CO
CURRENT RESIDENT	9052 W PHILLIPS DR	LITTLETON, CO
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CURRENT RESIDENT	3701 PIERCE ST	WHEAT RIDGE, CO
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CURRENT RESIDENT	1017 SW ASHWORTH RD	TOPEKA, KS
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ARAPAHOE NATIONAL FOREST	PO BOX 3307	IDAHO SPRINGS, CO
BLACK MOUNTAIN POWDER CLUB LLC	91 BUCKTHORN DR	LITTLETON, CO

From the Jefferson County Assessor's Office
 Home Owners Associations within 2 miles of 61-064-99-003

Subject Properties

Owner AIN/Parcel PIN/Schedule Mail Address Property Address

CASIAS BR 61-064-99-03002111949148 BLAC 09148 BLACK MOUNTAIN DR , CONIFER, CO 80433

8 HOA within 2 miles of subject properties

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Y	THOMAS JLD	Dave Jacks	Ed Vaclavic	Nancy Rich	Kent Wagn		www.conif	
Y	Peter Dunb	Peter Dunb	Simone Me	Sue Marine	Sue Shrade	Shanon Sq	emha.us	EVERGREEN
N	ANY BOAR	Don McDo	Barb Suggs	Andrea Ras	Andrea Ras	Terry Liekh	jeffcohorse	ALL AREAS
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ARAPAHOE NATIONAL FOREST	PO BOX 3307	IDAHO SPRINGS, CO
BLACK MOUNTAIN POWDER CLUB LLC	91 BUCKTHORN DR	LITTLETON, CO

The Denver Post, LLC

PUBLISHER'S AFFIDAVIT

City and County of Denver)
State of Colorado)
)


The undersigned **Nicole Maestas**
being first duly sworn under oath, states
and affirms as follows:

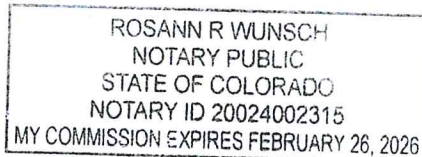
1. He/she is the legal Advertising Reviewer
of The Denver Post, LLC, publisher
of The Denver Post and Your Hub.
2. The Denver Post and Your Hub are
newspapers of general circulation that
have been published continuously and
without interruption for at least
fifty-two weeks in Denver County
and meet the legal requisites for a legal
newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto
is a true copy, published in Your Hub
for West Jeffco (including the counties
of Jefferson, Arapahoe, Arvada, Denver, Lakewood, Gilpin,
Clear Creek, and Westminster) on the following date(s):

____ April 11, 2024 ____


Signature

Subscribed and sworn to before me this
12 day of ____April____, 2024.


Notary Public



NOTICE OF PUBLIC HEARINGS FOR REZONING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of the County of Jefferson, State of Colorado will hold a hybrid (in-person and online virtual) public hearing on a proposed rezoning of certain property within Jefferson County, Colorado. The public hearing will be held at the Jefferson County Administration and Courts Facility, Hearing Room 1, at 100 Jefferson County Parkway, Golden, Colorado, on April 30, 2024 at 9:00 a.m. with the virtual hearing link being available on the County's website at <https://www.jeffco.us/meetings>.

FURTHER NOTICE IS HEREBY GIVEN that said public hearings may be continued from time to time without further notice.

Said proposed rezoning is Case No. 23-138211RZ/9148 Black Mountain Dr ODP, which proposes to rezone from a Planned Development (PD) zone district to a new PD, to allow residential uses based on the Suburban Residential (SR-2) zone district and to allow a reduction in required setbacks.

Said property is located at: 9148 Black Mountain Dr, which contains approximately 2.70 acres.

BE IT ALSO KNOWN that the text and/or maps relating to the above referenced rezoning and any text and/or maps so certified by the Jefferson County Planning Commission may be examined by contacting the Jefferson County Planning and Zoning Division during any working day. You can reach Planning & Zoning at 303-271-8700 or pzweb@jeffco.us.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF JEFFERSON
STATE OF COLORADO

(SEAL)

Published April 11, 2024

/s/ Lesley Dahlkemper, Chairman

Please note: The Denver Post will no longer be issuing paper tears. They will only be a digital copy.

CURRENT ZONING

ODP BOOK 76 PAGE 23

FEE 10⁰⁰

RECEPTION NO. 94139285 10.00
RECORDED IN COUNTY OF JEFFERSON STATE OF COLORADO 8/22/94 14:40

Black Mountain Ranch ODP

Part of NE¹/₄ NE¹/₄ Sec 07 SE¹/₄ SE¹/₄ Sec 6
all in T6S R7W 6th PM

Jefferson County

OWNER(S) IF GIVEN: _____

Case # 284-44

Map # 252

Unofficial

NOTES

Re: Black Mountain Ranch Official Development Plan

TITLE AND NAMES:

The name, address and phone number of the firm preparing the ODP is Hayes & Soucie, Registered Land Surveyors, 4091 South Colorado Highway 74, Evergreen, Colorado, 80439, telephone number: 674-4794.

The name of the proposed development is the Black Mountain Ranch Official Development Plan.

LAND USE STANDARDS:

GENERAL STANDARDS

Maximum Building Height. No building shall exceed a height of 35 feet.

Minimum Distance Between Structures. The minimum distance between structures shall be 25 feet.

Visual Clearance. No fence, wall, hedge, shrub, structure or other obstruction to view which is over 42 inches in height shall be erected, placed or maintained within a triangle formed by the point of intersection of lot lines abutting a street and/or railroad right-of-way and the points located along the lot lines 55 feet from the point of intersection.

Lighting. Outdoor ground and building lighting shall not cause direct light or glare on adjacent properties or rights-of-way. Maximum height of freestanding lights shall be 18 feet. The maximum number of freestanding lights shall be six per area.

Storage/Trash. Materials stored outside shall be enclosed and concealed by a closed fence at least six feet in height. Such fence shall be wooden or masonry. No materials or waste shall be deposited upon the lot in such form or manner so that they may be transferred off the lot by natural causes or forces. All materials or wastes which might cause fumes or dust, or which constitute a fire hazard, shall be stored outdoors in closed containers. Outdoor storage of materials shall include, by way of example: equipment, vehicles, trailers, or other items, but shall not include employee parking. Materials stored outdoors shall not exceed the height of the fence, except for operable vehicles, trailers, or other equipment designed to be towed or lifted as a single component. The storage of such items will be limited. No outdoor storage shall be allowed within the required front setback. Trash containers shall be screened from public view and trash removal shall be provided once weekly at a minimum.

Landscaping. Existing landscaping consisting of native trees, shrubs, grasses and flowers shall be maintained.

AREA A

Permitted Uses.

1. One single-family dwelling.
2. One private garage.
3. One private greenhouse.
4. Day nursery for infants and children.

Minimum Lot Size.

Two acres. No building shall exceed a height of 35 feet.

Setbacks. The minimum front setback for a dwelling or other main building shall be 50 feet along Black Mountain Drive. The minimum side setback for any structure shall be 50 feet. The minimum rear setback for any structure shall be 50 feet.

Signs. One single face, unlighted, wooden sign of a maximum of eight square feet hanging from the porch ceiling of the existing residence shall be permitted.

Fences. A perimeter wooden fence not exceeding 42 inches in height shall be permitted.

AREA B

Permitted Uses.

1. One multiple-family dwelling with a maximum of eight dwelling units.
2. Day nursery for infants and children.
3. Home occupations, including craft work, garment work, and garage sales, not exceeding three sales per calendar year and which shall not be held for more than four consecutive days per sale. The total area used for home occupations shall not exceed 1,000 square feet of total floor area.

Minimum Lot Size.

Two acres. **Setbacks.** The minimum front setback for a dwelling or other main building shall be ten feet from Black Mountain Drive. The minimum side setback for any structure shall be 50 feet. The minimum rear setback for any structure shall be 50 feet.

Signs. One single faced, unlighted, wooden sign of a maximum of eight square feet hanging from the porch ceiling of the existing building shall be permitted.

AREA C

Permitted Uses.

1. One-family dwelling or living quarters for not more than one family in a commercial building not a dwelling.
2. Barn, stable and corral.
3. General farming including grasses, hay and the keeping and boarding of horses, sheep or goats.
4. Home occupations including craft work, garment work, an art studio, furniture refinishing, and garage sales, not exceeding three sales per calendar year and which shall not be held for more than four consecutive days per sale. The total area used for home occupations shall not exceed 2,000 square feet of floor area. Home occupations including furniture refinishing shall not involve the storage or usage of more than five gallons of flammable or toxic liquids on the premises. Any furniture refinishing shall be done with adequate ventilation in compliance with requirements of the National Fire Protection Association. Disposal of flammable or toxic liquids shall be in accordance with federal, state and county standards.
5. Low intensity specialty goods and services of less than 5,000 square feet gla, including but not limited to: art gallery, antiques, artisan shops, gift shop, plant store or nursery.
6. Private swimming pools, tennis courts and similar outside recreational facilities, provided that such facilities are not utilized between 10:00 p.m. and dawn.

Minimum Lot Size.

One acre.

Maximum Height.

35 feet.

Setbacks.

Minimal Structural Setbacks:

1. Front - 50 feet from Black Mountain Drive.
2. Western Side Along Existing Road - 26 feet.
3. South and East Sides - 30 feet.
4. Rear Setbacks - 30 feet.

Authorization of Multiple Building Per Lot: Multiple buildings per lot are allowed.

Parking Standards.

1. Minimum 5 spaces per 1000 square feet gla for retail goods and establishments.
2. One space for each horse stall.
3. Minimum 3.3 spaces for 1,000 square feet gla for home occupations.

Fences. A perimeter fence of barbless wire not exceeding five feet in height or a wooden fence not exceeding 48 inches in height shall be permitted.

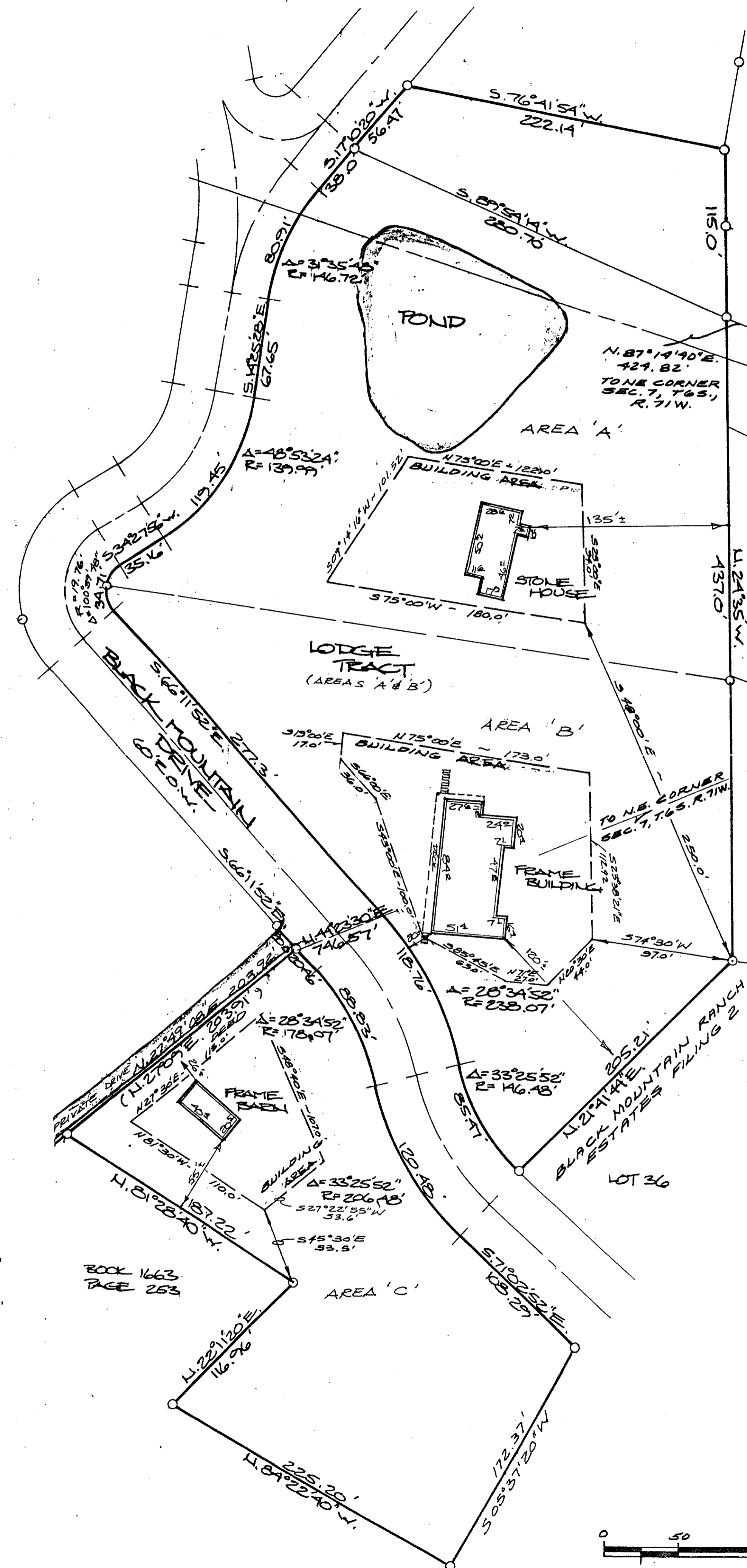
Open Space.

1. Minimum open space area - 75%.
2. In the event any portion of the property is developed for a commercial use referred to in paragraph 5 of the Permitted Uses for Area C, then a minimum average of ten feet landscaping strip shall be provided adjacent to roadways and residential zoned property abutting that portion of Area C used for commercial purposes.

Signs.

1. Maximum On-Premise Sign Area: 16 square feet; only one face of a double-faced sign shall be used to compute the total sign area.
2. Wall Sign: May not exceed 10% of the "signable" area.
3. Window Sign: May not occupy more than 25% of the total area of the window in which they are displayed.
4. Projecting Sign: 10 square feet.
5. Maximum Height Above Grade:
 - a. Wall, projecting and window signs shall not exceed the height of structures to which attached.
 - b. Projecting signs shall be at least eight feet above grade as measured to the lowest edge of the sign.
6. Setbacks:
 - a. Front and rear setbacks - twelve feet. Wall signs may project 18 inches from the building to which attached.
 - b. Side setbacks - eight feet. Wall signs may project 18 inches from the building to which attached.
7. Illumination: Signs or outdoor advertising may be illuminated, however, such illumination shall be only from a concealed source. Signs shall not be illuminated after 10:00 p.m. nor shall they cast glare on adjacent properties.

Storage/Trash. Manure shall not be allowed to accumulate so as to cause a hazard to the health, welfare or safety of humans and/or animals. The outside storage of manure in piles shall not be permitted within 100 feet of the front lot line and 50 feet of the side and rear lot lines.



LEGAL DESCRIPTION AREA 'A' & 'B'

Lodge Tract...That portion of the NE¼ NE¼ of Section 7, and the SE¼ SE¼ of Section 6 all in T. 6 S., R. 71 W. of the 6th P.M., Jefferson County, Colorado, described as BEGINNING at a point from which the NE corner of said Section 7 bears N.87°14'40"E., 424.82 feet; thence S.89°54'14"W., 280.7 feet to a point on the easterly R.O.W. line of Black Mountain Drive; thence along the said R.O.W. S.17°10'20"W., 38.0 feet; thence along a curve to the left (central angle 31°35'48" - radius 146.72 feet) an arc distance of 80.91 feet; thence S.14°25'28"E., 67.65 feet; thence along a curve to the right (central angle of 48°53'24" - radius 139.99 feet) an arc distance of 119.45 feet; thence S.34°27'56"W., 35.16 feet; thence along a curve to the left (central angle of 100°39'48" - radius 19.76 feet) an arc distance of 34.71 feet; thence S.66°11'52"E., 277.3 feet; thence along a curve to the right (central angle of 28°34'52" - radius 238.07 feet) an arc distance of 118.76 feet; thence along a curve to the left (central angle of 33°25'52" - radius 146.48 feet) an arc distance of 85.47 feet; thence leaving the said R.O.W. line, N.21°41'44"E., 206.21 feet; thence N.24°35"W., 437.0 feet to the Point of Beginning, TOGETHER WITH Tract B of BLACK MOUNTAIN RANCH ESTATES, FILING NO. 2 being further described as BEGINNING at a point from which the NE corner of the said Section 7 bears N.87°14'40"E., 424.82 feet; thence N.24°35"W., 115.0 feet; thence S.76°41'54"W., 222.14 feet to a point on the easterly R.O.W. line of Black Mountain Drive; thence along the said R.O.W., S.17°10'20"W., 56.47 feet; thence leaving the said R.O.W., N.89°54'14"E., 280.7 feet to the Point of Beginning.

AREA 'C'

Tracts and Road Easements Southwesterly of the Lodge Tract...That portion of the NE¼ NE¼ of Section 7, T. 6 S., R. 71 W. of the 6th P.M., Jefferson County, Colorado, described as BEGINNING at a point on the southwesterly R.O.W. line of Black Mountain Drive in BLACK MOUNTAIN RANCH ESTATES, FILING NO. 2 and from which point the NE corner of the said Section 7 bears N.44°23'30"E., 746.57 feet; thence along the said southwesterly R.O.W. line, S.66°11'52"E., 20.46 feet; thence along a curve to the right (central angle of 28°34'52" - radius 178.07 feet) an arc distance of 88.83 feet; thence along a curve to the left (central angle of 33°25'52" - radius 206.48 feet) an arc distance of 120.48 feet; thence S.71°02'52"E., 108.29 feet; thence leaving the said R.O.W. line, S.05°37'20"W., 172.37 feet to a point on the northerly line of a tract recorded in Book 1659 at Page 383; thence N.84°22'40"W. along the northerly line of Tracts recorded in Book 1659 at Pages 393 and 400 a distance of 225.20 feet; thence N.22°11'20"E., along the easterly line of a tract recorded in Book 1663 at Page 263 a distance of 116.96 feet to the NE corner of the said Book and Page; thence N.81°28'40"W., 187.22 feet to the NW corner of the tract recorded in Book 1663 at Page 253; thence N.27°09'E. (N.27°49'08"E.) along the easterly line of a road easement recorded in Book 1938 at Page 229 a distance of 203.91 (203.92) feet to the Point of Beginning, being subject to a 30 foot access road easement west of and adjacent to the east line of the above described SURVEYOR'S CERTIFICATE

This certifies that on the date shown hereon a survey was made under my supervision of the property hereon described and that to the best of my knowledge and belief the attached is a true and correct plat of said survey and that the corners shown were set or found as indicated

Roger E. Soucie
Roger E. Soucie, P.L.S.
Colorado Reg. No. 10388

The hereon plan of the Planned Development of Black Mountain Ranch Official Development Plan is approved and accepted by the Board of County Commissioners this 22nd day of August, 1994.

BOARD OF COUNTY COMMISSIONERS:

Chairman

Clerk

Secretary

Reviewed by the Jefferson County Planning Commission this 17th day of August, 1994.

RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF JEFFERSON COUNTY AT GOLDEN, COLORADO ON THIS 22nd DAY OF August, 1994 AT 14:40 O'CLOCK P.M.

94139285
Reception Number

Jean Fitch Shalld
JEFFERSON COUNTY CLERK AND RECORDER

By: *Melanie Sacino*
DEPUTY CLERK

The graphic drawings contained within this Official Development Plan are intended to depict general locations and illustrate concepts of the textual provisions of this Official Development Plan. In granting plat approval, the Board of County Commissioners may allow minor variations for the purpose of establishing:

- a. Final road alignments
- b. Final configuration of lot and tract sizes and shapes
- c. Final building envelopes
- d. Final access and parking locations
- e. Landscaping adjustments

Reviewed by Public Works Department

Date: August 11th, 1994

By: *Jim McCall*

Except as expressly provided otherwise in this Official Development Plan, development of this property shall conform to the Jefferson County Zoning Resolution in effect at the time of platting and building permit application.

HAYES AND SOUCIE, INC.
PROFESSIONAL LAND SURVEYORS
PHONE: (303) 674-4794 FAX: (303) 674-1072
P.O. BOX 16433 EVERGREEN, CO 80432

SCALE: 1" = 50'
DATE: 6-29-94
ORDERED BY: JLG
APPROVED BY: [Signature]
DRAWN BY: RWS
REVISOR: [Signature]

TITLE SHEET
OFFICIAL DEVELOPMENT PLAN

DRAWING NUMBER: 6-3309-1

This is to Certify Ink smear on plat at time of recording
Joan Fitch Shalld, Clerk & Recorder
by Melanie Sacino, Deputy Clerk

ADDITIONAL CASE DOCUMENTS

Development Permit Application

JEFFERSON COUNTY COLORADO Planning and Zoning

100 Jefferson County Parkway
Suite 3550
Golden CO, 80419
303-271-8700
planning.jeffco.us
pzpermits@jeffco.us

Case Number (for Jeffco employee use only): _____

Please select your application request below:

- ☐ Rezoning from PD to PD
- ☐ Special Use Item No. _____ of the _____ Zone District
to permit _____
- | | | |
|---|--|---|
| <input type="checkbox"/> Exemption from Platting | <input type="checkbox"/> Legalization of Property Division | <input type="checkbox"/> Minor Division of Land |
| <input type="checkbox"/> Minor Modification or Revision | <input type="checkbox"/> Rezoning/Special Use | <input type="checkbox"/> Rural Cluster |
| <input type="checkbox"/> Location and Extent | <input type="checkbox"/> Site Development Plan Approval | <input type="checkbox"/> Subdivision Platting |
| <input type="checkbox"/> Superlot | <input type="checkbox"/> Superlot Process | <input type="checkbox"/> Vested Rights |

Explanation of Application Request

The property at 9148 Black Mountain Dr. has mixed zoning with two use areas. We are requesting rezoning to a single use area modeled after the SR2 zone, and allowing for reduced setbacks for a detached garage.

Documents Submitted

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Architectural Elevations | <input type="checkbox"/> Historical, Archaeological & Paleontological Report | <input type="checkbox"/> Proof of Ownership | <input type="checkbox"/> Wastewater Report |
| <input type="checkbox"/> Drainage Report | <input type="checkbox"/> Landscape Plan | <input type="checkbox"/> Radiation Report | <input type="checkbox"/> Water Supply Report |
| <input type="checkbox"/> Exemption Survey | <input type="checkbox"/> Lighting Plan | <input type="checkbox"/> Reduction of the Plat | <input type="checkbox"/> Wildlife, Vegetation & Landscaping Report |
| <input type="checkbox"/> Fire Protection Report | <input type="checkbox"/> Parking Plan | <input type="checkbox"/> Sensory Impact Report | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Geologic Report | <input type="checkbox"/> Proof of Access | <input type="checkbox"/> Soils Report | |
| | | <input type="checkbox"/> Utility Report | |

Instructions for Submittal

1. Rezoning and Site Development Plan applications and supporting documents must be submitted electronically to our [online portal](https://www.jeffco.us/4445) [https://www.jeffco.us/4445]. All other applications and documents on this form should be emailed to pzpermits@jeffco.us.
2. Incomplete applications will not be accepted and will delay processing.
3. A **Pre-Application** is encouraged prior to the formal submittal of a Development Permit Application.

Special Districts

<u>N/A</u>		<u>CORE Electric</u>
Water	Post Office	Electricity
<u>Sewage</u>	<u>Parks & Rec</u>	<u>Elk Creek</u>
		Fire

Jefferson County Staff Use Only

Case Number	Date Filed	Current Zoning	Proposed Zoning/SU
Planner	Street Address	Acres	Map Sheet
Previous Cases	Community Plan		

Development Permit Application

Case Number: _____

Project Team Contact Information

Property Owner 1 Angela Engel angela-engel@msn.com 303-908-1954
Email (required) Phone Number

9148 Black Mountain Dr. Conifer 80433
Address City Zip

Property Owner 2 Bruce Casias Bacasias@msn.com 720-940-9505
Email (required) Phone Number

9148 Black Mountain Dr. Conifer 80433
Address City Zip

Developer / Subdivider _____
Email (required) Phone Number

Address _____
City Zip

Authorized Representative _____
Email (required) Phone Number

Address _____
City Zip

Engineer _____
Email (required) Phone Number

Address _____
City Zip

Property Description

9148 Black Mountain Dr. Conifer 80433
Address of Subject Property and/or Parcel ID Number City Zip

Black Mountain 2.70
Access Via Acreage Map Sheet

Legal Description:

See attached deed

Additional Information (to support or clarify this application):

Development Permit Application

Case Number: _____

Disclosure of Property Ownership

- ☒ Owner is an individual. Indicate name exactly as it appears on the deed.
- ☐ Owner is a corporation, partnership, limited partnership, or other business entity. Name principals and/or managers on a separate page. Include the articles of organization, partnership agreement, resolution of managers, etc., as applicable to establish legal signatures.

Please provide the name(s), mailing address(es), street address(es), and phone number(s) for all owners.

Property Owner Affidavit

I/We Angela Engel & Bruce Casias being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data, and all other supplementary matter attached hereto and made part of this application, are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize County staff to visit the site as necessary for proper review of this application.

If there are any special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site.

Angela J Engel
Name

9148 Black Mountain Dr. Conifer
Address

303-908-1954 angela-engel@msn.com
Phone Email

[Signature]
Signature

Bruce A Casias
Name

9148 Black Mountain Dr. Conifer
Address

720-940-9505 BACasias@msn.com
Phone Email

[Signature]
Signature

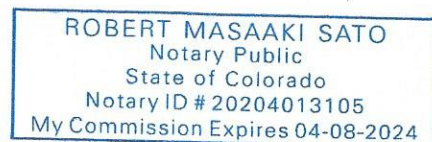
County of Jefferson]
State of Colorado] SS

Sworn to and subscribed before me this 27 day of December, 2023.
(day) (month) (year)

By Angela J Engel & Bruce A Casias
(name printed)

Witness my hand and official seal.

Notary Public Robert Sato
My Commission expires 04/08/24.
(date)



December 21, 2023

Dear Planning Commission and Board of Jefferson County Commissioners,

Please consider our re-zoning application for 9148 Black Mountain Dr. After purchasing the property on October 24th, 2023, we learned there are two use areas. We are requesting a re-zoning from a planned development to a planned development modeled after SR-2 with the exception of a reduced setback for a future detached garage.

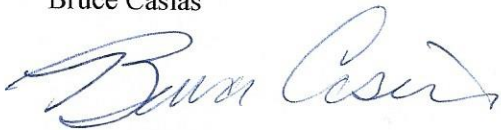
Currently there is no garage on the property. Because of the one-acre pond, elevation, and drainage areas, the property is limited in terms of feasible sites for building a detached garage. We have received written permission from the adjacent property owners, James and Martha Carter (9168 Black Mountain Dr.), for a reduced setback from the property line.

Current setbacks for the existing condo complex are within a dozen feet of the property line. The two properties were once part of the same lot and were both recently purchased separately from the Estate of Bruce Duck.

Our goal in this re-zoning process, is to re-zone to a single use area and to allow for the future addition of a detached garage.

Thank you for the consideration of our application,

Bruce Casias



Dated

12/21/23

Angela Engel



Dated

12/21/23

Ref: Re-zoning application #23-138211



ELK CREEK FIRE PROTECTION DISTRICT

11993 Blackfoot Road P.O. Box 607 Conifer, CO 80433

December 13, 2023

Jefferson County Planning and Zoning
100 Jefferson County Parkway
Suite 3550
Golden, Colorado 80419-3550

RE: 9148 BLACK MOUNTAIN DRIVE, CONIFER – REZONING

To Whom It May Concern:

Property owner, Angela Engel, is requesting to rezone the above listed property. On behalf of the Elk Creek Fire Protection District, I have the following comments regarding the above listed property:

1. The property is within the boundaries of the Elk Creek Fire Protection District. The Elk Creek Fire Protection District will provide emergency services to this property to the best of their ability.
2. The off-site fire apparatus access to the property is acceptable. We did not inspect it for compliance with County Standards.
3. The on-site fire apparatus access to the property is acceptable. We did not inspect it for compliance with County Standards.
4. These comments are based on currently available information. If plans or conditions change in the future, there may be additional requirements.

Please contact me by email at rrush@elkcreekfire.org if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "RR Rush".

Rachel Rush
Fire Marshal
Elk Creek Fire Protection District

PERSONAL REPRESENTATIVE'S DEED
(Sale)

State Doc Fee \$131.00

THIS DEED is dated October ~~24~~ 2023, and is made between Michael Duck as Personal Representative of the Estate of Bruce Craig Duck, aka Bruce C. Duck and Bruce Duck, Deceased, Grantor, and BRUCE A. CASIAS and ANGELA J. ENGEL, AS JOINT TENANTS, Grantee, whose legal address is 9148 Black Mountain Drive, Conifer, CO 80433 of the County of Jefferson, State of Colorado.

WHEREAS, the decedent died on the date of September 23, 2022, and Grantor was duly appointed Personal Representative of said Estate by the Probate Court in and for the County of Jefferson and State of Colorado, Probate No. 2022PR31226, on the date of September 30, 2022, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell and convey unto Grantee, for and in consideration of One Million Three Hundred Ten Thousand Dollars, (\$1,310,000), the following described real property situate in the County of Jefferson, State of Colorado:

SEE EXHIBIT "A"

also known by street and number as: 9148 Black Mountain Drive, Conifer, CO 80433

TOGETHER WITH all appurtenances, easements, restrictions, reservations, and rights of way of record, including but not limited to, those easements recorded in Jefferson County Clerk and Recorder at Reception Nos. 2023049215, 2023050276, and 2023050277.

As used herein, the singular includes the plural and the plural the singular.

GRANTOR



Michael Duck
as Personal Representative of the Estate of
Bruce Craig Duck, aka Bruce C. Duck and Bruce Duck,
Deceased

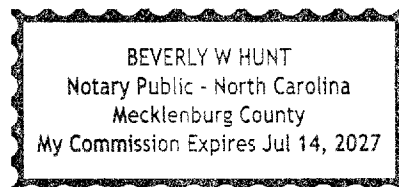
STATE OF North Carolina
COUNTY OF Mecklenburg ss.

The foregoing instrument was acknowledged before me this 24 day of October, 2023 by Michael Duck as Personal Representative of the Estate of Bruce Craig Duck, aka Bruce C. Duck and Bruce Duck, Deceased.

Witness my hand and official seal.


Notary Public

My commission expires: July 14, 2027



LEGAL DESCRIPTION - EXHIBIT 'A'

PARCEL A:

THAT PORTION OF THE NE 1/4 NE 1/4 OF SECTION 7 AND THE SE1/4 SE1/4 OF SECTION 6 ALL IN TOWNSHIP 6 SOUTH, RANGE 71 WEST OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 14 SECONDS WEST, 280.7 FEET TO A POINT ON THE EASTERLY RIGHT AWAY LINE OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W. SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 38.0 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE 31 DEGREES 35 MINUTES 48 SECONDS - RADIUS 146.72 FEET) AN ARC DISTANCE OF 80.91 FEET; THENCE SOUTH 14 DEGREES 25 MINUTES 28 SECONDS EAST, 67.65 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 48 DEGREES 53 MINUTES 24 SECONDS - RADIUS 139.99 FEET) AN ARC DISTANCE OF 119.45 FEET; THENCE SOUTH 34 DEGREES 27 MINUTES 56 SECONDS WEST, 35.16 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 100 DEGREES 39 AND IT'S 48 SECONDS - RADIUS 19.76 FEET) AND ARC DISTANCE OF 34.71 FEET; THENCE SOUTH 66 DEGREES 11 MINUTES 52 SECONDS EAST, 277.3 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 28 DEGREES 34 SECONDS 52 SECONDS - RADIUS 238.07 FEET) AN ARC DISTANCE OF 118.76 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 33 DEGREES 25 MINUTES 52 SECONDS - RADIUS 146.48 FEET) AN ARC DISTANCE OF 85.47 FEET; THENCE LEAVING THE SAID R.O.W, NORTH 21 DEGREES 41 MINUTES 44 SECONDS E 205.21 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 437.00 FEET TO THE POINT OF BEGINNING TOGETHER WITH TRACT B OF BLACK MOUNTAIN RANCH ESTATES FILING NO. 2, BEING FURTHER DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF THE SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 115.0 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES 54 SECONDS W 222.14 FEET TO A POINT ON THE EASTERLY R.O.W. OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W., SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 56.47 FEET; THENCE LEAVING THE SAID R.O.W., NORTH 89 DEGREES 54 MINUTES 14 SECONDS EAST, 280.70 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF JEFFERSON, STATE OF COLORADO.

also known by street and number as 9148 BLACK MOUNTAIN DRIVE, CONIFER, CO 80433
APN: 61-064-99-003
FILE NUMBER: 3116923-03132

When recorded, return to:
Indecomm Global Services
Mail Stop - FD-FW-9909
1427 Energy Park Drive
St. Paul, MN 55108

Title Order No.: 3116923-03132
Escrow No.: 3116923-03132
LOAN #: 9080503961

Guardian Title
3116923-03132

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1003924-1121317408-2

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is BRUCE A CASIAS AND ANGELA J ENGEL, JOINT TENANTS

currently residing at 85 S Allison St, Lakewood, CO 80226.

Borrower is the trustor under this Security Instrument.
(B) "Lender" is Fairway Independent Mortgage Corporation.

Lender is a Corporation,
under the laws of Texas.
75007.

organized and existing
Lender's address is 4201 Marsh Lane, Carrollton, TX

The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is the Public Trustee of Jefferson County, Colorado. The term "Trustee" includes any substitute/successor Trustee.

(D) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Documents

(E) "Note" means the promissory note dated October 24, 2023, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink

signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **FIVE HUNDRED SIXTY THOUSAND AND NO/100********

***** Dollars (U.S. **\$560,000.00**) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **November 1, 2053**.

(F) **"Riders"** means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☒ 1-4 Family Rider
- ☐ Planned Unit Development Rider
- ☐ V.A. Rider
- ☐ Other(s) [specify]

(G) **"Security Instrument"** means this document, which is dated **October 24, 2023**, together with all Riders to this document.

Additional Definitions

(H) **"Applicable Law"** means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

(J) **"Default"** means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(K) **"Electronic Fund Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) **"Electronic Signature"** means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(M) **"E-SIGN"** means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(N) **"Escrow Items"** means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

(O) **"Loan"** means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(P) **"Loan Servicer"** means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(Q) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(R) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(S) **"Partial Payment"** means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(T) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(U) **"Property"** means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(V) **"Rents"** means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(W) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(X) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(Y) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** of **Jefferson**:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 61-064-66-003

which currently has the address of **9148 Black Mountain Dr, Conifer** [Street] [City]

Colorado **80433-9716** ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Colorado state requirements to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

(c) Additional Amounts Secured. Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground

lease. Borrower will not, without the express written consent of the Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

(d) Settlement of Claims. Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation,

Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) Savings Clause. If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Colorado. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations;

and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to deny in the foreclosure proceeding the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will give written notice to Trustee of the Default and of Lender's election to cause the Property to be sold. Lender will mail a copy of the notice to Borrower as

LOAN #: 9080503961


provided in Section 16. Trustee will record a copy of the notice in the county in which the Property is located. Trustee will publish a notice of sale for the time and in the manner provided by Applicable Law, and will mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other required recipients. At a time permitted and in accordance with Applicable Law, Trustee, without further demand on Borrower, will sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

(d) **Trustee's Deed; Proceeds of Sale.** Trustee will deliver to the purchaser a Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.


27. Release. Upon payment of all sums secured by this Security Instrument, Lender will request that Trustee release this Security Instrument and will produce for Trustee, duly cancelled, all notes evidencing the debt secured by this Security Instrument. Trustee will release this Security Instrument without further inquiry or liability. Borrower will pay any recordation costs and the statutory Trustee's fees associated with such release.

28. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.


BRUCE A CASIAS

10/24/23 (Seal)
DATE



ANGELA J ENGEL

10/24/23 (Seal)
DATE


State of COLORADO
County of JEFFERSON

This record was acknowledged before me on this 24th day of Oct., 2023, (date) by BRUCE A CASIAS AND ANGELA J ENGEL.

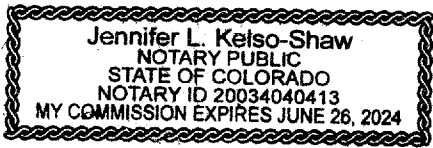
602624
(Commission Expiration)



Lender: Fairway Independent Mortgage Corporation
NMLS ID: 2289
Loan Originator: Christine Stirling
NMLS ID: 1260365


(Notary's official signature)

Notary Public
(Title of office)



LEGAL DESCRIPTION - EXHIBIT 'A'

PARCEL A:

THAT PORTION OF THE NE 1/4 NE 1/4 OF SECTION 7 AND THE SE1/4 SE1/4 OF SECTION 6 ALL IN TOWNSHIP 6 SOUTH, RANGE 71 WEST OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 14 SECONDS WEST, 280.7 FEET TO A POINT ON THE EASTERLY RIGHT AWAY LINE OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W. SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 38.0 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE 31 DEGREES 35 MINUTES 48 SECONDS - RADIUS 146.72 FEET) AN ARC DISTANCE OF 80.91 FEET; THENCE SOUTH 14 DEGREES 25 MINUTES 28 SECONDS EAST, 67.65 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 48 DEGREES 53 MINUTES 24 SECONDS - RADIUS 139.99 FEET) AN ARC DISTANCE OF 119.45 FEET; THENCE SOUTH 34 DEGREES 27 MINUTES 56 SECONDS WEST, 35.16 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 100 DEGREES 39 AND IT'S 48 SECONDS - RADIUS 19.76 FEET) AND ARC DISTANCE OF 34.71 FEET; THENCE SOUTH 66 DEGREES 11 MINUTES 52 SECONDS EAST, 277.3 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 28 DEGREES 34 SECONDS 52 SECONDS - RADIUS 238.07 FEET) AN ARC DISTANCE OF 118.76 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 33 DEGREES 25 MINUTES 52 SECONDS - RADIUS 146.48 FEET) AN ARC DISTANCE OF 85.47 FEET; THENCE LEAVING THE SAID R.O.W, NORTH 21 DEGREES 41 MINUTES 44 SECONDS E 205.21 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 437.00 FEET TO THE POINT OF BEGINNING TOGETHER WITH TRACT B OF BLACK MOUNTAIN RANCH ESTATES FILING NO. 2, BEING FURTHER DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF THE SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 115.0 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES 54 SECONDS W 222.14 FEET TO A POINT ON THE EASTERLY R.O.W. OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W., SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 56.47 FEET; THENCE LEAVING THE SAID R.O.W., NORTH 89 DEGREES 54 MINUTES 14 SECONDS EAST, 280.70 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF JEFFERSON, STATE OF COLORADO.

also known by street and number as 9148 BLACK MOUNTAIN DRIVE, CONIFER, CO 80433
APN: 61-064-99-003
FILE NUMBER: 3116923-03132

LOAN #: 9080503961
MIN: 1003924-1121317408-2

1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER is made this **24th** day of **October, 2023** and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Fairway Independent Mortgage Corporation, a Corporation**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **9148 Black Mountain Dr
Conifer, CO 80433-9716**

1-4 FAMILY COVENANTS. In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.

In addition to the Property described in the Security Instrument, the following items now or later attached to the Property, to the extent they are fixtures, are added to the Property description, and will also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or later located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, and attached floor coverings, all of which, including replacements and additions, will be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower will not seek, agree to, or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower will comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

C. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

D. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower will assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender will have the right to modify, extend, or terminate the existing leases and to execute

LOAN #: 9080503961

new leases, in Lender's sole discretion. As used in this paragraph D the word "lease" will mean "sublease" if the Security Instrument is on a leasehold.

E. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement related to the Property in which Lender has an interest will be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



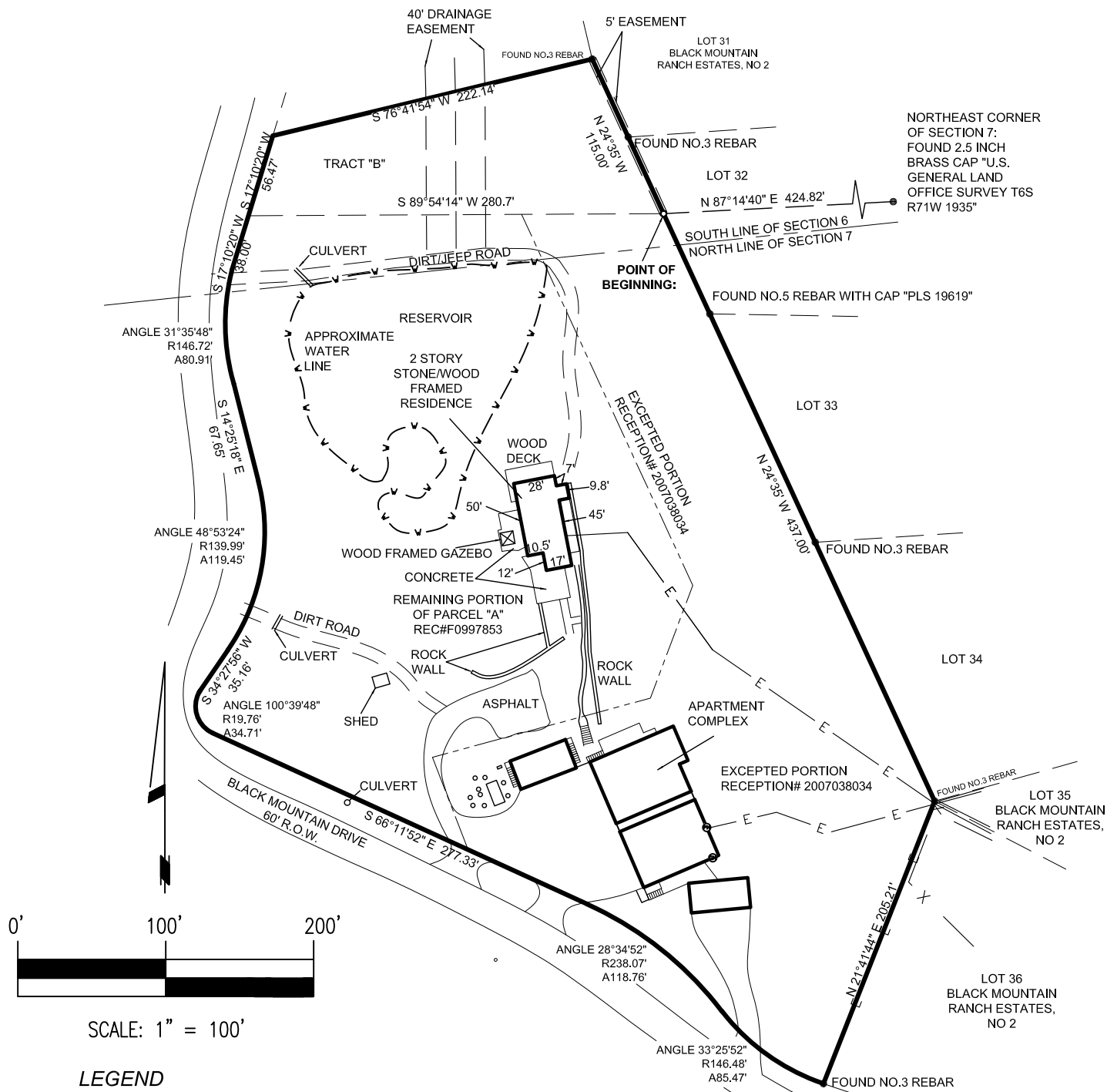
BRUCE A CASIAS 10/24/23 (Seal)
DATE



ANGELA J ENGEL 10/24/23 (Seal)
DATE

IMPROVEMENT LOCATION CERTIFICATE

THIS IS NOT A LAND SURVEY
9148 BLACK MOUNTAIN DRIVE, CONIFER, CO 80433



LEGEND

	= FOUND MONUMENT AS NOTED
	= PROPERTY LINE
	= LOT LINE
	= EASEMENT (ESMT) LINE
	= EXCEPTED PORTION REC# 2007038034
	= BURIED TELCO LINE
	= OVERHEAD POWER LINE

PROPERTY DISTANCES AND EASEMENTS WERE NOT OBTAINED FROM A TITLE COMMITMENT. DISTANCES AND EASEMENTS WERE OBTAINED FROM THE DEED AT RECEPTION NUMBER F0997853, COUNTY OF JEFFERSON, STATE OF COLORADO. OWNERSHIP OF FENCES NOT DETERMINED BY THE SURVEYOR. ILC IS BASED ON LINES OF OCCUPATION. DRIVEWAY AND CONCRETE DRAWN NOT TO SCALE. ALL MEASURED DISTANCES ARE APPROXIMATE. A BOUNDARY SURVEY IS RECOMMENDED.

LEGAL DESCRIPTION:
SEE PAGE 2 OF 2

PROPERTY ADDRESS:
9148 BLACK MOUNTAIN DRIVE
CONIFER, CO 80433

PAGE 1 OF 2

ORDERED BY:

ESTATE OF BRUCE C. DUCK

Colorado ilc
LAND SURVEYING

DATE PREPARED:
05/25/2023

3000 Lawrence Street
Ste. 111, Denver, CO 80205
303.668.7540

REVISIONS

DRAWN BY:
CHRIS FRANKS
JOB# 23-4-287

ADAM CRAIG SAMPSON
COLORADO P.L.S# 38744
ELECTRONICALLY STAMPED

IMPROVEMENT LOCATION CERTIFICATE

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR ESTATE OF BRUCE C. DUCK AND THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES. THIS CERTIFICATE IS VALID ONLY FOR USE BY ESTATE OF BRUCE C. DUCK AND DESCRIBES PARCEL'S APPEARANCE ON 05/11/2023. I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, 05/25/2023, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

Electronically Sealed, Signed & Dated
this 25TH Day of May 2023



SURVEYOR'S SEAL

IMPROVEMENT LOCATION CERTIFICATE

THIS IS NOT A LAND SURVEY
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL A:

THAT PORTION OF THE NE 1/4 NE 1/4 OF SECTION 7 AND THE SE1/4 SE1/4 OF SECTION 6 ALL IN TOWNSHIP 6 SOUTH, RANGE 71 WEST OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 14 SECONDS WEST, 280.7 FEET TO A POINT ON THE EASTERLY RIGHT AWAY LINE OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W. SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 38.0 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE 31 DEGREES 35 MINUTES 48 SECONDS – RADIUS 146.72 FEET) AN ARC DISTANCE OF 80.91 FEET; THENCE SOUTH 14 DEGREES 25 MINUTES 28 SECONDS EAST, 67.65 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 48 DEGREES 53 MINUTES 24 SECONDS – RADIUS 139.99 FEET) AN ARC DISTANCE OF 119.45 FEET; THENCE SOUTH 34 DEGREES 27 MINUTES 56 SECONDS WEST, 35.16 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 100 DEGREES 39 AND IT’S 48 SECONDS – RADIUS 19.76 FEET) AND ARC DISTANCE OF 34.71 FEET; THENCE SOUTH 66 DEGREES 11 MINUTES 52 SECONDS EAST, 277.3 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 28 DEGREES 34 SECONDS 52 SECONDS – RADIUS 238.07 FEET) AN ARC DISTANCE OF 118.76 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 33 DEGREES 25 MINUTES 52 SECONDS – RADIUS 146.48 FEET) AN ARC DISTANCE OF 85.47 FEET; THENCE LEAVING THE SAID R.O.W, NORTH 21 DEGREES 41 MINUTES 44 SECONDS E 205.21 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 437.00 FEET TO THE POINT OF BEGINNING TOGETHER WITH TRACT B OF BLACK MOUNTAIN RANCH ESTATES FILING NO.2, BEING FURTHER DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF THE SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 115.0 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES 54 SECONDS W 222.14 FEET TO A POINT ON THE EASTERLY R.O.W. OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W., SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 56.47 FEET; THENCE LEAVING THE SAID R.O.W., NORTH 89 DEGREES 54 MINUTES 14 SECONDS EAST, 280.70 FEET TO THE POINT OF BEGINNING. TOGETHER WITH TRACT C AND D OF BLACK MOUNTAIN RANCH ESTATES FILING NO.2, CITY AND COUNTY OF JEFFERSON, STATE OF COLORADO.

PAGE 2 OF 2

ORDERED BY:

ESTATE OF BRUCE C. DUCK



REVISIONS

DATE PREPARED:
05/25/2023

3000 Lawrence Street
Ste. 111, Denver, CO 80205
303.668.7540

DRAWN BY:
CHRIS FRANKS
JOB# 23-4-287

ENVIRONMENTAL QUESTIONNAIRE AND DISCLOSURE STATEMENT

Page
1 of 5
FORM 6000

NAME OF PROJECT: Rezoning
CONTACT PERSON: Angela Engel PH 303-908-1954
PROPERTY LOCATION: 9148 Black Mountain Dr Conifer CO 80433

On this property, do any of the following conditions exist, or have any of the following conditions existed at any time in the past?

SECTION	CONDITION	NO	YES
A	Placement of earthen fill from an outside source, operation of a solid waste disposal site or landfill, whether private or commercial, legal or illegal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B	Asbestos or asbestos-containing materials used or stored within any existing buildings or anywhere else onsite	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C	Storage or use of electrical equipment such as transformers or capacitors, other than in the provision of normal electrical service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D	Above or underground storage tanks containing gasoline, diesel, fuel oil, waste oil or any other liquid chemical storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E	Storage or use of pesticides and herbicides or any other agricultural chemicals, other than for typical household or garden use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F	Hazardous or dangerous chemicals stored, released or otherwise emitted anywhere on the property	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G	Storage or use of explosives, including dynamite, blasting caps, or unexploded ordinance such as bullets and bombs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
H	Radiation hazards such as radiation from uranium mine and mill tailings, nuclear reactors, and/or the processing, handling, disposal and/or deposition of radioactive materials.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If you answered "NO" to ALL of the above, please sign below in the presence of a NOTARY PUBLIC and return this page only to the Department.

If you answered "YES" to ANY of the above, please complete Parts I and II on page 2 AND complete any SECTION on pages 3-5 to which you responded "YES" above. Then sign below in the presence of a NOTARY PUBLIC and return the entire packet (pages 1-5) to the Department.

As the present owner of the Property or as an officer or a general partner of the present owner of the Property (or duly authorized representative of such owner), I am familiar with all of the operations presently conducted on the Property. I have made a diligent inquiry into the former uses of the property; and hereby certify to and for the benefit of Jefferson County that to the best of my knowledge and belief the information disclosed on or attached to this form is true and correct.

NAME: [Signature]

DATE: 12-27-23

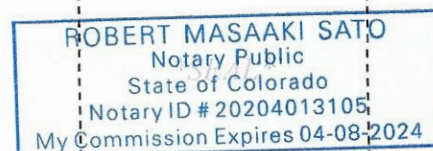
State of Colorado)
County of Arapahoe) ss.

The above and foregoing Environmental Questionnaire and Disclosure Statement was acknowledged before me this 27th day of December, 2023, by Angela Engel

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 04-08-2024



JEFFERSON COUNTY PUBLIC HEALTH
645 PARFET STREET, LAKEWOOD, CO 80215
(303) 232-6301 FAX: (303) 271-5760 INSPECTION LINE: (303) 239-7070
<http://jeffco.us/public-health/>

ONSITE WASTEWATER SYSTEM INSTALLATION PERMIT 23-130250 OW

SITE ADDRESS: **9148 BLACK MOUNTAIN DRIVE**
LEGAL DESCRIPTION: **Block 00B, Black Mountain Ranch Estates Flg No 2; Block B, Key 019 (7-6-71 NE) and Key 014 (6-6-71SE)**

SYSTEM DESIGNED FOR: **4 Bedroom Single Family Dwelling**
SECONDARY STRUCTURE: **N/A**
DATE OF ISSUANCE: **November 07, 2023** Permit expires one year after this date
(all inspections must be completed by then)

ISSUED TO: **BESS TAYLOR**
785 S MOORE ST
LAKEWOOD CO 80226
USA

INSTALLATION REQUIREMENTS

Installation shall be in accordance with the approved design prepared by
DREW SCHNEIDER.

Job Number: **E23-0099**

Engineering Date: **August 03, 2023**

Consult the design for specific installation requirements and see page 2 for site-specific conditions.

This permit is issued under the express condition that if this building site is composed of multiple, platted lots or parcels as identified in the legal description, that none of said lots or parcels shall be individually sold or otherwise transferred without the express permission of Jefferson County Public Health.

INSPECTIONS REQUIRED

TYPE OF INSPECTIONS: **OPEN EXCAVATION, FINAL, FINAL GRADE**
OPEN EXCAVATION DEPTH (ft.): **5**
TO SCHEDULE INSPECTIONS: **Call (303) 239-7070 by 3:00PM the day before**

REQUIRED ENGINEER CERTIFICATION(S)

SUITABILITY OF THE ON-SITE OR IMPORTED FILTER MATERIALS ACCEPTABILITY OF BLASTING
INSTALLATION OF PUMPS/ALARMS/SIPHONS OR OTHER MECHANICAL DEVICES FINAL INSPECTION

This on-site wastewater system was installed by _____, a licensed or approved contractor in Jefferson County and has been inspected and approved by Jefferson County Public Health. The current owner assumes all responsibility for proper operation and maintenance of the system and for repairs in case of failure or malfunction.

INSPECTOR _____

DATE _____

ONSITE WASTEWATER SYSTEM INSTALLATION PERMIT 23-130250 OW

The capacity and configuration(s) of the components to be installed have been specified in the attached engineered design that has been reviewed and approved by the Department.

Unless SPECIFICALLY noted below, a minimum separation distance of at least 200 feet must be maintained between all wells and absorption systems, on or off-site, existing or proposed.

The installation of this system is governed by the Onsite Wastewater Treatment System Regulation of Jefferson County in its entirety. Your attention is called to the following:

Tank: 1300 gal, 3 comp poly + 500 gal pump tank with biokinetic EF in the 3rd compartment.
Norweco singular green TNT 500/600.

STA: 600 SF- 6' x 100' x 4.5' deep. 50 chambers (2 rows of 25). 2" SCH effluent line, 1.5" SCH 40 manifold, 1.5" SCH 40 laterals (2). 1/8" orifices facing up at 3' center over 30" secondary sand, vacuum breaker at high point, liner on downhill side of bed.

A liner shall be provided on the downslope wall and both ends of the excavation; a berm shall be placed upslope from the absorption bed to divert surface drainage; and all disturbed areas shall be reseeded to prevent erosion.

Install a lined curtain drain per the engineer's design 30 mil on downhill side of excavation.

An audible and/or visible alarm shall be installed to indicate when the vault/pump chamber reaches 80% of capacity and/or to provide indication of failure for mechanical components.

Maintain at least 25 feet between any components of the system and surface waters. (HLT unit to meet or exceed existing OWTS distance)

BLASTING IS PERMITTED if performed in accordance with the engineering report.

This system includes components that require ongoing maintenance to assure proper operation. The current and future owners are required to maintain a contract with a responsible management entity to perform such maintenance in accordance with Department regulations and policies. Failure to maintain such a contract will be considered a violation of the conditions of this permit.

The system must be pressure dosed per the engineer's design.

The installer of the advanced / mechanical treatment system must provide a letter stating that all required components have been installed and that the system is ready for operation and, if required, remote monitoring in accordance with Department regulations and policies.

Onsite well.

Maintain a minimum separation of 100 feet between the on-site absorption bed and all wells; on or off site, existing or proposed.

The existing septic tank shall be pumped, then removed or backfilled.

Contaminated soil removed from the old absorption system shall be disposed in a manner which does not cause contamination of ground or surface waters.

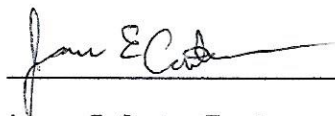
December 13, 2023

Dear Planning Commission and Board of Jefferson County Commissioners,

We are writing regarding the re-zoning application for Bruce Casias and Angela Engel of 9148 Black Mountain Dr. We are the property owners of the adjacent property at 9168 Black Mountain Dr., currently zoned for ten single family units. The two properties were once part of the same lot and were recently purchased from the Estate of Bruce Duck.

It is our understanding that Bruce and Angela have begun the re-zoning process from a Planned Development to a Planned Development modeled after the SR2 zoning with an exception for detached garage. We grant permission and consent for a five ft. setback from the property line, behind our existing Condo garage where the land elevation flattens.

We have no objections to the re-zoning application for 9148 Black Mountain Dr. as proposed above.

A handwritten signature in black ink, appearing to read "James E. Carter", is written over a horizontal line.

James E. Carter, Trustee

The Charles L. Carter and Sue E. Carter 1988 Inter vivos revocable trust

QUIT CLAIM DEED – WATER RIGHTS

THIS QUIT CLAIM DEED is made by ESTATE OF BRUCE C. DUCK, a Colorado Probate Court Estate (“GRANTOR”), whose legal address is 9148 Black Mountain Drive, Conifer, CO 80433, who for the consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby sells and quitclaims unto BRUCE A. CASIAS and ANGELA J. ENGEL (“GRANTEES”), as joint tenants with right of survivorship, the following real property consisting of certain specified water rights located in the County of Jefferson, State of Colorado:

A one hundred percent (100%) interest in the Black Mountain Ranch Reservoir and water right decreed for 1.6 acre-feet from Maxwell Creek, with priority dates of December 31, 1953, and October 9, 1995, decreed in Case No. 95CW281, District Court, Water Division 1, entered October 20, 1997 (“95CW281 Decree”) subject however, to the terms of the Augmentation Plan Sharing Agreement executed on August 9, 2023, and recorded in Jefferson County under reception number 2023050010; and

TOGETHER with an undivided twelve and three tenths percent (12.3%) interest in the Black Mountain Ranch Gallery water right for 0.11 cfs from groundwater tributary to Maxwell Creek, with a priority date of December 31, 1953, decreed by the 95CW281 Decree, and an additional well authorized in the 95CW281 Decree and currently assigned Colorado Division of Water Resources Permit No. 55409-F from groundwater tributary to Maxwell Creek, both as tenants in common with the owner of the property known as 9168 Black Mountain Drive, Conifer, Colorado 80433; and

TOGETHER with an undivided seventy-two percent (72%) interest in an appropriative right of exchange with a priority date of October 9, 1995, for 1.0 cfs up to 0.806 acre feet per year, as decreed by the 95CW281 Decree, together with an undivided seventy-two percent (72%) interest the plan for augmentation as decreed by the 95CW281 Decree, all as tenants in common with the owner of the property known as 9168 Black Mountain Drive, Conifer, Colorado 80433.

To have and to hold the same, with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the GRANTOR, either in law or in equity, to the only proper use, benefit and behoof of the GRANTEES, their heirs and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has executed this deed on the date set forth below.

[Signature page follows]

Signed this 24 day of October, 2023.

GRANTOR:

ESTATE OF BRUCE C. DUCK

[Signature]

By: Michael Duck, as Personal Representative for the Estate of Bruce C. Duck

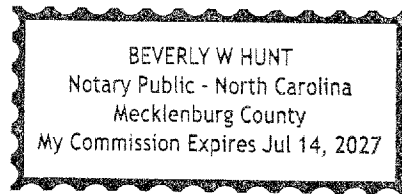
STATE of North Carolina
COUNTY of: Mecklenburg

The foregoing instrument was sworn to, affirmed, and acknowledged before me on this 24th day of October, 2023, by means of ☒ physical presence or ☐ [X] online notarization by Michael Duck, as Personal Representative for the Estate of Bruce C. Duck, who is/are ☐ [] personally known to me; or ☐ [X] produced a VALID GOVERNMENT ID as identification.

Notarized online using audio-video communication.

[Signature]
Notary Public (signature)

Print Name: Beverly W Hunt
My Commission Expires: July 14, 2027



(SEAL)

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

EXST

WELL PERMIT NUMBER 055408 - F -
DIV. 1 WD 9 DES. BASIN MD

APPLICANT

BRUCE DUCK
PO BOX 826
CONIFER, CO 80433-

(303) 674-7821

APPROVED WELL LOCATION

JEFFERSON COUNTY
NE 1/4 NE 1/4 Section 7
Township 6 S Range 71 W Sixth P.M.

DISTANCES FROM SECTION LINES

1000 Ft. from North Section Line
1050 Ft. from East Section Line

UTM COORDINATES

Northing: Easting:

REGISTRATION OF EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) The Application Denial No. AD-13850 is reversed and pursuant to CRS 37-92-304(8), the State Engineer has entered into his records, under the above assigned well permit number, the determinations made by the Division 1 Water Court in case no. 95CW281, for the Black Mountain Ranch Gallery.
- 4) Approved on the condition that this well is operated in accordance with the Larry K. Ilg, North Fork Associates and the Mountain Mutual Reservoir Company Augmentation Plan approved by the Division 1 Water Court in case no. 95CW281. If this well is not operated in accordance with the terms of said decree, it will be subject to administration including orders to cease diverting water.
- 5) The use of ground water from this well is limited to fire protection, ordinary household purposes inside not more than one (1) single family dwelling and ten (10) apartments. This well is located at 9148 Black Mountain Drive, Conifer, Jefferson County, Colorado.
- 6) The maximum pumping rate of this well shall not exceed 50 GPM (0.11 cfs).
- 7) The combined average annual amount of ground water to be appropriated by this well and well permit no. 055409-F shall not exceed 2.55 acre-feet.
- 8) Totalizing flow meters must be installed on this well and well permit no. 055409-F, and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.
- 9) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.
- 10) This well shall be located not more than 200 feet from the location decreed for Black Mountain Ranch Gallery in case no. 95CW281.
- 11) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type or a mechanical type of wastewater treatment system where the water is returned to the same stream system in which the well is located.

APPROVED
KLS

State Engineer

DATE ISSUED

Feb 28 2001

By

EXPIRATION DATE

Feb 28 2002

Receipt No. 0039345

CASE SUMMARY

CASE SUMMARY
Consent Agenda

PC Hearing Date: February 28, 2024

BCC Hearing Date: April 30, 2024 (Continued from March 26, 2024)

23-108064RZ

Rezoning

Case Name: Gerdes Storage II Official Development Plan

Owner/Applicant: Gerald Pickelo Nunez

Location: 8870 Indiana Street, Arvada
Section 19, Township 2 South, Range 69 West

Approximate Area: 5.00 Acres

Purpose: Rezone from Agricultural - Two (A-2) to Planned Development (PD) to allow for outdoor storage of recreational vehicles, campers, boats, trailers, and one single family residence.

Today's Action: To inform the Board of County Commissioners, and the public, that the case has been withdrawn.

Case Manager: Sara Hutchinson

Representative: Jorge Eguiarte, EG Studio, LLC

Interested Parties:

- None

Level of Community Interest: Low

General Location: Southeast of the intersection of Candelas Parkway/W 90th Avenue and Indiana Street.

Case Manager Information: Phone: 303-271-8732 e-mail: shutchin@jeffco.us

PC RESOLUTION

It was moved by Commissioner **Spencer** that the following Resolution be adopted:

BEFORE THE PLANNING COMMISSION
COUNTY OF JEFFERSON
STATE OF COLORADO

February 28, 2024

RESOLUTION

<u>23-108064RZ</u>	Rezoning
Case Name:	Gerdes Storage II Official Development Plan
Owner/Applicant:	Gerald Pickelo Nunez
Location:	8870 Indiana Street, Arvada Section 19, Township 2 South, Range 69 West
Approximate Area:	5.00 Acres
Purpose:	Rezone from Agricultural - Two (A-2) to Planned Development (PD) to allow for outdoor storage of recreational vehicles, campers, boats, trailers, and one single family residence.
Case Manager:	Sara Hutchinson

The Jefferson County Planning Commission hereby recommends **DENIAL**, of the above application, on the basis of the following facts:

1. That the factors upon which this decision is based include evidence and testimony and staff findings presented in this case.
2. The Planning Commission finds that:
 - A. The Rezoning proposal to allow for outdoor storage is not compatible with the existing and allowable single- and multi-family residential, commercial, and industrial land uses in the surrounding area, including because development standards to increase compatibility by mitigating negative impacts have not been incorporated into the proposed Official Development Plan (ODP).
 - B. The proposal is not in conformance with the Comprehensive Master Plan (Plan). It does not meet the Plan's land use recommendation for low-density residential uses, and the applicant has not adequately addressed the three factors to be met for proposals out of conformance with the Plan. The Plan goals and policies for Physical Constraints and Community Resources are also not met.
 - C. The ability to mitigate the negative impacts of the proposed land

use upon the surrounding area has been considered and found to not be addressed through development standards in the ODP. Negative visual, noise and odor impacts have not been adequately mitigated using appropriate development standards for setbacks, landscaping, and fencing.

- D. The subject property is served by the Arvada Fire Protection District and the Jefferson County Sheriff's Office. Water and wastewater services will be provided by individual well and septic systems. Existing infrastructure and services are available and adequate to serve the proposed land use at the property.
- E. The proposed land use may result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area.

Commissioner **Duncan** seconded the adoption of the foregoing Resolution, and upon a vote of the Planning Commission as follows:

Commissioner	Rogers	aye
Commissioner	Spencer	aye
Commissioner	Duncan	aye
Commissioner	Bolin	nay
Commissioner	Liles	aye
Commissioner	Messner	nay
Commissioner	Carpenter	nay

The Resolution was adopted by **majority** vote of the Planning Commission of the County of Jefferson, State of Colorado.

I, Kimi Schillinger, Executive Secretary for the Jefferson County Planning Commission, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Jefferson County Planning Commission at a regular hearing held in Jefferson County, Colorado, February 28, 2024.



Kimi Schillinger
Executive Secretary

CASE SUMMARY

CASE SUMMARY
Regular Agenda

PC Hearing Date: April 10, 2024

BCC Hearing Date: April 30, 2024

19-129748 RZ Rezoning

Case Name: Ruikka Enterprises ODP Amendment 1

Owner/Applicant: Ruikka Enterprises LLC, a Colorado limited liability company

Location: 27618 Fireweed Dr, Evergreen
Section 3, Township 5 South, Range 71 West

Approximate Area: 3.18 Acres

Purpose: **To amend the existing ODP to allow an increase to Gross Floor Area and a reduction to parking standards for an existing brewpub**

Case Manager: Alexander Fowlkes

Representative: Drew Schneider

Issues:

- Parking
- Noise
- Traffic on Residential Streets

Recommendations:

- **Staff:** Recommends APPROVAL

Interested Parties:

- Neighbors

Level of Community Interest: Moderate

General Location: Northeast of the intersection of State Highway 74 and Meadow Drive

Case Manager Information: Phone: 303-271-8719 e-mail: afowlkes@jeffco.us

PC RESOLUTION

It was moved by Commissioner **Spencer** that the following Resolution be adopted:

BEFORE THE PLANNING COMMISSION
COUNTY OF JEFFERSON
STATE OF COLORADO

April 10, 2024

RESOLUTION

<u>19-129748RZ</u>	Rezoning
Case Name:	Ruikka Enterprises ODP Amendment 1
Owner/Applicant:	Ruikka Enterprises LLC, a Colorado limited liability company
Location:	27618 Fireweed Dr, Evergreen Section 3, Township 5 South, Range 71 West
Approximate Area:	3.18 Acres
Purpose:	To amend the existing ODP to allow an increase to Gross Floor Area and a reduction to parking standards for an existing brewpub
Case Manager:	Alex Fowlkes

The Jefferson County Planning Commission hereby recommends **APPROVAL**, of the above application, on the basis of the following facts:

1. That the factors upon which this decision is based include evidence and testimony and staff findings presented in this case.
2. The Planning Commission finds that:
 - A. The proposed Rezoning from Planned Development (PD) to a Planned Development (PD) zone district, which allows for a greater GFA for a brewpub or vintner is generally compatible with the existing and allowable commercial and residential land uses in the surrounding area.
 - B. The proposal is in general conformance with the Comprehensive Master Plan (CMP). The subject property is within Downtown Evergreen Activity Center of the Evergreen Area Plan, for which commercial uses are recommended. The proposal generally conforms with all applicable sections of the CMP goals and policies.
 - C. The ability to mitigate the negative impacts of the proposed land uses upon the surrounding area has been considered and addressed by the written requirements in the ODP. These requirements address parking standards, prohibit outdoor

- amplification of noise, and require the installation of traffic calming devices.
- D. The subject property is served by the Evergreen Fire Protection District, the Evergreen Metropolitan District, which provides water and sanitation services, and the Jefferson County Sheriff's Office. The existing infrastructure and services are adequate and available to serve the proposed uses.
- E. The proposed Rezoning will not result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area.

Commissioner **Liles** seconded the adoption of the foregoing Resolution, and upon a vote of the Planning Commission as follows:

Commissioner	Rogers	aye
Commissioner	Spencer	aye
Commissioner	Becker	aye
Commissioner	Duncan	nay
Commissioner	Bolin	aye
Commissioner	Liles	aye
Commissioner	Messner	nay

The Resolution was adopted by **majority** vote of the Planning Commission of the County of Jefferson, State of Colorado.

I, Kimi Schillinger, Executive Secretary for the Jefferson County Planning Commission, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Jefferson County Planning Commission at a regular hearing held in Jefferson County, Colorado, April 10, 2024.



Kimi Schillinger
Executive Secretary

STAFF REPORT

Case Number:
19-129748RZ

Summary of Process

- The Staff evaluation of an application will be presented at the required Planning Commission and Board of County Commissioners' Hearings.
- The Planning Commission will review the evidence and will make a recommendation to the Board of County Commissioners.
- The final decision on the request will be made by the Board of County Commissioners.

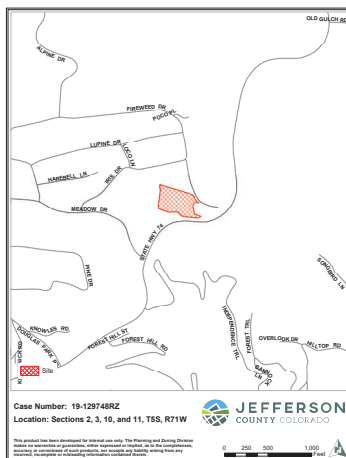
Case Summary

To amend the existing ODP (Ruikka Enterprises ODP) to allow a greater Gross Floor Area for the existing brewpub

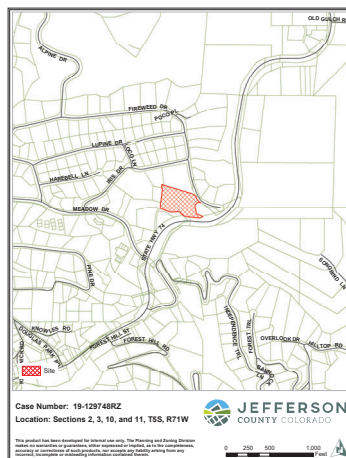
Purpose		Lariat Lodge Rezoning		Alexander Fowlkes	January 27th, 2020
Case Name		October 10th, 2019		Case Manager	Formal Submittal Date
November 14th, 2019		April 10th, 2024		April 30th, 2024	Site Development Plan
Pre-Application Date		Community Meeting Date		PC Hearing Date	BCC Hearing Date
Drew Schnieder		Ruikka Enterprises LLC			
Applicant/Representative, check if same as owner: <input type="checkbox"/> Owner					
27618 Fireweed Drive	Evergreen	80439	3.18	3	5
Property Address	City	Zip	Area ≈	Section	Township
300463070	West of Downtown Evergreen, North of St Hwy 74				
Pin	General Location				

Land Use and Zoning

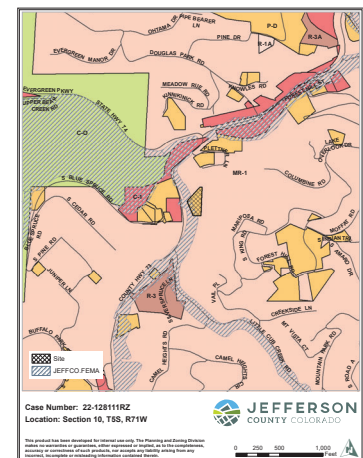
Vicinity



Detail



Surrounding Zoning



Existing Land Use:	Existing Zoning:	CMP Recommended Land Use:	Requested Zoning:
Brewpub	PD	Commercial	PD

Plan Area: Evergreen Area **Number of citizens at Community Meetings:** 120

PC Recommendations: **Level of Community Interest:** High

Key Issues: Lack of Parking, Noise

Criteria for Rezoning:

- The compatibility with existing and allowable land uses in the surrounding area.
- The degree of conformance with applicable land use plans.
- The ability to mitigate negative impacts upon the surrounding area.
- The availability of infrastructure and services.
- The effect upon the health, safety, and welfare of the residents and landowners in the surrounding area.

✓	○	✗
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1. SUBJECT REQUEST

The applicant, as owner of 27618 Fireweed Drive is requesting a Rezoning to amend the existing Planned Development (PD) to a new PD that would allow for a greater Gross Floor Area (GFA) of a Brewpub, Vintner, Restaurant, Specialty Restaurant than currently allowed under the existing ODP, while simultaneously reducing the parking requirements. The intent of this Rezoning is to introduce standards that would allow the existing Brewpub, The Lariat Lodge, to fully utilize the existing interior and deck space as seating area for the Brewpub, and to allow an outdoor seating area as well. The applicant's Official Development Plan (ODP) proposes standards that would increase the allowable GFA for both the interior and exterior of the restaurant, prohibit any outdoor amplification during normal business operations, reduce the required parking ratio for the proposed use, and require the installation of traffic calming devices along nearby residential streets. Note that unless specifically addressed in the ODP, all other uses and standards of the Ruikka Enterprises ODP (recorded at reception number 2014065404) and the Zoning Resolution will apply.



Figure 1 Subject Property Boundaries (Approximate)

2. CONTEXT

The subject property consists of one platted parcel, Lot 1 of the Ruikka Subdivision. The subject property is located on the eastern edge of the downtown Evergreen area and is currently developed with a brewpub (the Lariat Lodge) that has been in operation since 2015. The property is bordered to the west and north by properties Zoned Commercial -One (C-1 -- Community Level) or a comparable PD, to the south by state right-of-way (ROW), State Highway 74, and properties zoned Mountain Residential – One (MR-1), and to the east by ROW and properties Zoned MR-1 that are developed with Single Family Homes.

The subject property is in the Downtown Evergreen Activity Center and is located to the east of historic downtown Evergreen. The surrounding commercially zoned (C-1) parcels allow for Community Level commercial uses because there are more than 10 acres of contiguous C-1 zoned parcels. The community level subclass of C-1 zoning allows for retail, restaurant, and service uses, which have been developed in the surrounding area. This commercial area is directly adjacent to areas zoned Mountain Residential-One & Two (MR-1 & MR-2), that have primarily been developed with single-family homes. The Lariat Lodge property takes access from Fireweed Drive, and patrons of the Lariat Lodge access the property through a largely residential area.

The subject property originally underwent a Rezoning in 2013 (13-114666RZ) to a PD that allows for conference facilities, offices (not to exceed 2000 sq ft Gross Leasable Area (GLA)), low intensity specialty goods and service uses (less than 2000 sq ft GLA), and a Brewpub or Vintner (not to exceed 4000 sq ft GLA). The property has since developed with the Lariat Lodge Brewpub, and has been expanded, outside of a County process, beyond the 4000 sq ft GLA maximum allowed by the current ODP. Note that the current ODP uses GLA as the limiting factor for usable area, which refers to the total floor area designed for the tenants' occupancy and exclusive use. The proposed ODP uses Gross Floor Area (GFA) as the limiting factor for usable area, which is defined as the total area of a building or structure.



Figure 2 Lariat Lodge

The expansions include a large outdoor seating area, and additional indoor seating area. If approved, this Rezoning would increase the allowable GFA, and the property owners will be able to get a building permit that would allow them to legalize the use of the additional seating area. If this rezoning is approved, a Site Development Plan (SDP) would be required. During the SDP process, staff would verify compliance with other applicable sections of the Zoning Resolution, Land Development Regulation, and the governing ODP.

3. SURROUNDING ZONING/LAND USE

	Adjacent Zoning	Land Use
North:	Commercial-One (C-1)	Religious Assembly
South:	Mountain Residential-One (MR-1)	State ROW / Religious Assembly
East:	Planned Development (PD) & Mountain Residential-One (MR-1)	Single Family Residential, and Event Center
West:	Commercial-One (C-1) & Planned Development (PD)	Vacant Land, Caretakers Residence, and Offices

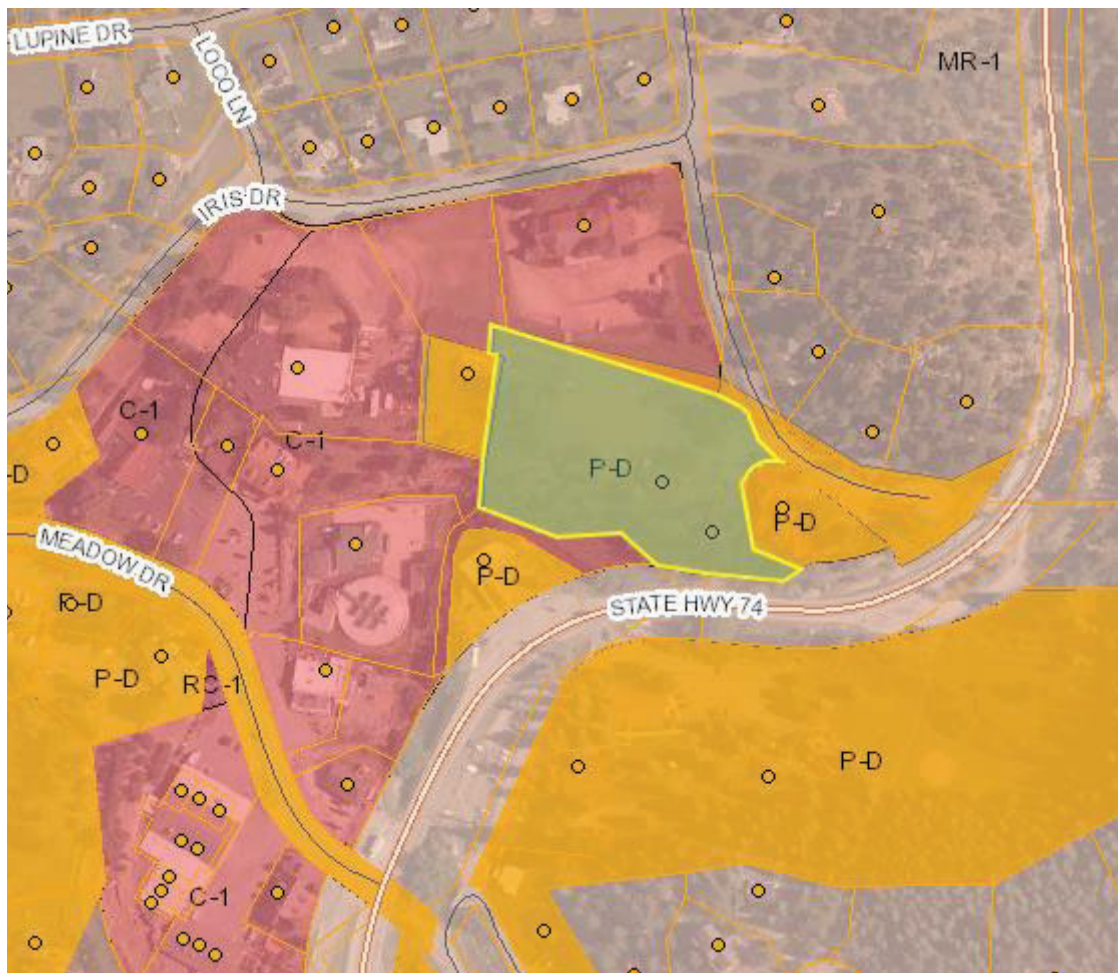


Figure 3 Surrounding Zone Districts. The subject property is surrounded by Commercial properties to the North and West, State ROW to the South, and ROW/Residential/Event Center uses to the east

4. SUMMARY OF PROPOSED CHANGES

	Current Zoning	Proposed Zoning
Zone District	Planned Development (PD)	Planned Development (PD)
Usable Area	Brewpub or Vintner not to exceed 4000 sq ft GLA	Interior: Restaurant Seating, Bar/Bar seating, Kitchen, Kitchen spaces, Mechanical Area, Brewery area, Hallways, Restrooms, Storage, and Office area not to exceed 5,600 GFA Exterior: Patio Seating, Garden Seating, Deck Seating, Entry and Ramps, Storage area not to exceed 4,200 GFA
Outdoor Amplification	Outdoor Amplification is allowed, must comply with Jefferson County Noise Ordinances	No Outdoor Amplification is Allowed Must comply with Jefferson County Noise Ordinances
Off Street Parking Ratio	15 per 1000 sq ft GFA (Per ZR)	10 Per 1000 sq ft GFA
Traffic Calming	N/A	Two speed humps with signage to be installed in approved locations within 120 days of RZ Approval

5. TRANSPORTATION

The proposed Rezoning would allow for increased allowable GFA (an increase of 5,800 sq ft GFA), and therefore increased traffic onto the surrounding roadway network. The applicant was required to submit a Trip Generation Analysis comparing the potential traffic generated by current zoning to the traffic generated by the maximum allowable GFA associated with this Rezoning. The applicant was not required to do a transportation study as the proposed development is expected to produce fewer than 1,000 average daily trips.

The Trip Generation Analysis shows there would be 975 average weekday trips compared to 483 weekday trips generated under the existing zoning, and 1249 average weekend trips compared to 621 weekend trips generated under the existing zoning. During the weekday PM peak hour, the project will average 53 trips in and 40 trips out, while the weekend peak hour will average 63 (Sat) or 77 (Sun) trips in and 56 (Sat) or 63 (Sun) trips out. As a result of this rezoning, the Average Daily Trips (ADT) would be roughly doubled. Transportation & Engineering (T&E) has no concerns with this increase as the trips generated by the proposed Rezoning as the current roadway network can handle this increase in traffic. In response to the citizen concerns that patrons of the Lariat Lodge are driving at dangerous speeds along Iris and Fireweed drive, the applicant has proposed and included in the ODP the installation of two speed humps in accordance to construction details provided by T&E. The applicant will continue to work with T&E on the location of the speed humps to be constructed by the applicant.

6. CRITERIA FOR DECISIONS FOR REZONING APPLICATIONS

Section 6 of the Zoning Resolution states, *In reviewing Rezoning and Special Use applications, the Planning Commission and the Board of County Commissioners may consider the following criteria:*

- ☐ a. *The compatibility with existing and allowable land uses in the surrounding area.*
 - ✓ b. *The degree of conformance with applicable land use plans.*
 - ☐ c. *The ability to mitigate negative impacts upon the surrounding area.*
 - ✓ d. *The availability of infrastructure and services.*
 - ✓ e. *The effect upon the health, safety, and welfare of the residents and landowners in the surrounding area.*
-








a. The compatibility with existing and allowable land uses in the surrounding area.

The subject property is bordered by commercial and residential land uses in the surrounding area. Staff finds the proposal compatible with the commercial uses in the surrounding area. The subject property and surrounding area are a designated activity center in the CMP and the same uses are allowed on the nearby commercially zoned parcels. These commercially zoned parcels would fall into the Community Level of C-1 Zoning, and would therefore allow uses that are just as, if not more, intensive than the proposal.

However, this property is in an uncommon situation as it takes access through residential areas via Iris Drive and Fireweed Drive and is situated relatively close to several single-family residential properties. While a use of this scale would be allowed in the other adjacent C-1 zoned parcels, this property is situated at the eastern edge of the Activity Center where it borders single family residential homes. The brewpub as allowed in the Ruikka Enterprises ODP is a commercial use that would be allowed in the Convenience level of C-1 Zoning. The proposed ODP would bring the use more in line with the Community Level C-1 uses allowable in the area, which will likely have impacts on the nearby single-family residences, and thus mitigation of negative impacts is required to make these uses compatible.

b. The degree of conformance with applicable land use plans.

The Comprehensive Master Plan (CMP), an advisory document required by State statute, contains Goals and Policies that are used to guide land use decisions. The Area Plans section of the CMP contains supplementary policies and land use recommendations for evaluation.

	Summary	Conforms with CMP?   
Land Use	The CMP discusses the need for a variety of uses to create a vibrant, enduring community. The Plan encourages diverse communities in which to live, work, and enjoy outdoor recreation.	
Physical Constraints	The CMP describes physical constraints as those physical features that due to safety concerns may potentially restrict where and how development occurs. Physical Constraints include geologic hazards and constraints, floodplains, wetlands, wildfire, radiation, landfills, abandoned mines, and wildlife habitat	
Community Resources	The CMP contains policies that relate to historic structures or sites, scenic corridors, natural features, air quality, light, odor and noise pollution, open space and trails.	
Infrastructure Water and Services	The CMP describes the importance of new developments having adequate Transportation, Water and Wastewater, and Services.	

Staff concludes that the subject request is in general conformance with the applicable goals and policies of the Comprehensive Master Plan.

Land Use: This property is within the Downtown Evergreen Activity Center of the Evergreen Area Plan of the Comprehensive Master Plan, for which the recommended land use is Commercial. The applicant's proposal meets the CMP's recommendation for commercial land uses.

The CMP also recommends that development proposals within Activity Centers maximize the intensity of development while preserving the unique character of the community. Staff has concerns as to whether this policy is met. The CMP states that new development should mitigate impacts on surrounding properties, and special care should be taken to ensure compatibility while transitioning from lower to higher intensity uses. The uses proposed would likely increase noise and traffic in the area.

Physical Constraints: There are no floodplains or geologic hazards present on the property. This property is in the wildfire risk area and a significant wildlife habitat area. Evergreen Fire Protection district has no concerns with the proposed rezoning. Because the request would allow for the expansion of an existing structure, staff concludes that the proposal would have little effect on the wildlife in the area. All outdoor lighting will be required to be shielded and downcast so as not to affect wildlife migration routes.

Community Resources: The subject property is within the Evergreen Conference District, which is a historic district on the National Register of Historic Places. Because the proposed zoning would legalize the expansion of the existing structure, the proposal is not expected to have an effect on the historic character of the building or district. The subject property is not within a recognized view corridor of the CMP. The proposed rezoning will not result in a significant visual impact on the surrounding properties because the building height standards are similar to those in the surrounding area, and not proposed to change. Additionally, there are no designated or proposed trails in this area.

Infrastructure, Water and Services: Existing infrastructure and services are available and adequate to support the proposed Rezoning. The subject property receives fire protection from Evergreen Fire Protection District and water/sewer services from the Evergreen Metropolitan District. Will serve letters have been submitted from all these agencies. Additionally, the subject property receives law enforcement services from the Jefferson County Sheriff's office. Lastly, the applicant's Trip Generation Analysis concludes that the existing traffic network can support the development, and T&E has no concerns. However, the CMP states that New Development should minimize non-residential traffic on existing residential streets, and this proposal will increase traffic onto Iris and Fireweed Drive (both are residential streets) as these are the only way to access this site. As a means to help address community concerns regarding increased and speeding automotive traffic, the applicant has proposed to install two speed humps to slow traffic through the residential areas.

c. The ability to mitigate negative impacts upon the surrounding area.

Staff identified potential negative impacts related to the proposed development which require mitigation. Since this is an expansion of the existing Brewpub, more parking is required so that cars do not park along the nearby residential streets. The applicant has proposed an alternative parking standard from the ZR, which would require 10 spaces per 1000 sq ft of GFA (98 total) but has not provided justification to support the alternative parking standard. The Zoning Resolution by contrast would require 15 parking spaces per 1,000 sq ft of GFA for this use. In response to concerns over a lack of parking, the applicant has provided a shared parking agreement with the adjacent church property. The parking plan provided by the applicant shows 74 parking spaces on site, and 80 in the adjacent church property, but staff has concerns over these uses having conflicting peak hours that would result in a lack of parking. Furthermore, there are other uses that utilize the parking spaces identified on the applicant's parking plan. However, the applicant will need to do a Site Development Plan to legalize the expansion of the Lariat Lodge, and the SDP cannot be approved until the parking standards in place are met, or the standard is modified through a subsequent rezoning.

Additionally, there are concerns over the noise this expanded use may generate and its effect on the nearby residential properties. Specifically, the neighbors have expressed concerns about noise from the outdoor patio in the past. To address this, the applicant has prohibited any outdoor amplification, unless specifically allowed by a Special Event Permit. However, staff recommends additional mitigation, such as a noise buffering fence built in a location that would best buffer sound from the outdoor patio.

And lastly, there are concerns over the increased traffic onto Iris Drive and Fireweed Drive, both of which are residential streets. While T&E has no concerns over the traffic network being able to absorb these extra trips, the applicant has proposed to install two speed humps along these streets in locations approved by T&E. It is important to note that the trips generated by this proposal do not call for traffic mitigation measures, and these are being proposed and constructed by the owner to address public concerns over high speeds on Iris Drive and Fireweed Drive.

d. The availability of infrastructure and services.

Staff's analysis found that infrastructure and services are available and adequate to support the proposed uses. As discussed above, the applicant has provided proof of water, sewer, and fire, and emergency service sufficient to serve the proposed development. Additionally, the applicants Trip Generation Analysis was reviewed by T&E, which had no concerns over the traffic system being able to absorb the traffic generated by this development. Any public improvements that may be required will be addressed during the subsequent Site Development Plan.

e. The effect upon health, safety, and welfare of the residents and landowners in the surrounding area.

If the standards set forth in the Zoning Resolution and the proposed ODP are followed, the proposed land use will not result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area.

7. COMMERCIAL MINERAL DEPOSITS

No known commercial mineral deposits exist on the subject property.

8. COMMUNITY MEETING

A Community Meeting was held on November 14th, 2019. There were 95 individuals in attendance. The primary concerns raised by the public at this meeting included issues with the increase in traffic, noise impacts, and changing impacts to the neighborhood.

An additional Community Meeting was held on November 9th, 2023, in order to inform the public about how the project has progressed after the case was paused due to the Covid-19 Pandemic. There were 30 individuals in attendance. The public was informed that this case was still progressing, and the concerns were largely the same.

9. COMMUNITY/REFERRAL RESPONSES

During the processing of this Rezoning application, Staff received several citizen comments. The public comments were primarily concerned with the following:

- Traffic Mitigation along Iris Dr and Fireweed Dr
- High Speeds along Iris and Fireweed
- Commercial Trucks on Residential Streets
- Noise generated by outdoor seating area
- Lack of Parking
- Lighting
- Wildlife Accessing Trash Containers

T&E has no concerns over the roadway network being able to absorb the trips associated with this proposal. Additionally, the applicant has added written restrictions that would require the installation of traffic calming measures along Iris Drive and Fireweed Drive. To address noise concerns, the applicant is prohibiting outdoor amplification. Lighting is not being addressed in the ODP. The applicant is required to comply with the Lighting standards of the ZR. Regarding parking, the applicant will be required to verify that they have enough parking to support the proposed expansion as a part of the subsequent SDP. Lastly, the subject property is in a significant wildlife habitat area, but no written restrictions addressing this have been proposed.

10. AGENCY REFERRAL RESPONSES

This application was sent on three referrals to 11 Jefferson County Departments & Divisions and 12 external agencies. All referral agencies are satisfied with the applicant's proposal and the changes made to their materials, and **there are no known outstanding issues with the referral agencies.**

11. NOTIFICATION

Notification of the proposed development was provided in accordance with the Zoning Resolution. Postcards were mailed to all property owners within ¼ mile of the subject property, all registered associations within 2 miles were sent e-mail notifications, and signage was posted in locations deemed sufficient by staff.

12. POST HEARING REVIEW

If the Rezoning is approved, the post hearing review shall be in accordance with the Zoning Resolution as follows:

Planned Development: The applicant shall have 28 days after Board of County Commissioner's approval to submit a 'clean' copy of the approved red-marked ODP and pay the recordation fees. The Case Manager will have 7 days to review the submitted ODP. If the revisions have been made in accordance with the approval conditions, Staff will affirm and record the ODP documents, as appropriate. If the submitted documents are not in conformance with the approved red-marked ODP, the red-marked ODP shall be recorded.

13. SUBSEQUENT PROCESSES

Site Development Plan: Should this rezoning be approved, the applicant will need to apply for a building permit to legalize the usage of the additional GFA that has been built by the applicant. Per the Zoning Resolution, when a building permit where the proposed addition is greater than 2,500 sq ft GFA or an increase in GFA greater than or equal to 25% of the existing structure is applied for, a Site Development Plan will be required. Legalization of the existing outdoor seating through a building permit would be considered an expansion of the existing use, similar to an addition to the building.

Building Permit: Although the additional GFA has already been built by the applicant, they will need to apply for Building Permits in order to formalize the built expansion, at which time Planning Staff will review the proposal for conformance with the approved Site Development Plan.

SUMMARY OF STAFF ANALYSIS AND RECOMMENDATION

Staff's analysis concludes that the proposed Rezoning to an amended PD district will be compatible with the existing and allowable commercial uses in the area, and generally compatible with the nearby residential uses so long as impacts are mitigated. The proposal is in general conformance with the CMP because the subject property is within the Downtown Evergreen Activity Center for which commercial uses are recommended. The proposed rezoning could have negative impacts related to noise and traffic that would require mitigation, and the applicant has proposed written restrictions to address these impacts.

The proposed rezoning will not create unmitigated negative impacts to the surrounding area. The infrastructure and services are in place to support the proposed use and will not result in unmitigated impacts to the health, safety, and welfare of residents and landowners in the surrounding area. For these reasons, staff recommends APPROVAL of the proposed Rezoning.

FINDINGS:

Based on the analysis included in this report, staff concludes that the proposal addresses each of the criteria below which the Board of County Commissioners may consider, as detailed in subsection 6 of this staff report.

1. The proposed Rezoning from Planned Development (PD) to a Planned Development (PD) zone district, which allows for a greater GFA for a brewpub or vintner is generally compatible with the existing and allowable commercial and residential land uses in the surrounding area.
2. The proposal is in general conformance with the Comprehensive Master Plan (CMP). The subject property is within Downtown Evergreen Activity Center of the Evergreen Area Plan, for which commercial uses are recommended. The proposal generally conforms with all applicable sections of the CMP goals and policies.
3. The ability to mitigate the negative impacts of the proposed land uses upon the surrounding area has been considered and addressed by the written requirements in the ODP. These requirements address parking standards, prohibit outdoor amplification of noise, and require the installation of traffic calming devices.
4. The subject property is served by the Evergreen Fire Protection District, the Evergreen Metropolitan District, which provides water and sanitation services, and the Jefferson County Sheriff's Office. The existing infrastructure and services are adequate and available to serve the proposed uses.
5. The proposed Rezoning will not result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area.

PLANNING COMMISSION:

Planning Commission Recommendation (Resolution dated April 10, 2024 attached):

Approval	X (5-2)
Approval with Conditions	<hr/>
Denial	<hr/>

The case was scheduled on the Regular agenda of the Planning Commission. The Planning Commission heard testimony from twelve members of the public; one in support and eleven in opposition to this case. The citizens' concerns were about traffic, speeding, noise, safety, lighting, history of zoning violations, and lack of parking. Staff discussed for the Planning Commission that the applicants, working with Planning and Zoning, Road and Bridge, and Transportation and Engineering, have agreed to install two speed humps in locations identified by Transportation and Engineering. Staff also discussed with the Planning Commission the requirement for a Site Development Plan if the Rezoning is approved. The Site Development Plan process will include a review by staff of whether the zoning requirements for lighting and parking have been met. After discussion, the Planning Commission voted to recommend approval of the Rezoning on a 5-2 vote.

BOARD of COUNTY COMMISSIONERS ACTION:

The Board of County Commissioners is charged with reviewing the request, staff report, and Planning Commission recommendation, receiving testimony and evidence on the application, and approving or denying the request.

COMMENTS PREPARED BY:

Alexander Fowlkes

Alexander Fowlkes
Planner
April 15, 2024

PROPOSED ZONING

Ruikka Enterprises ODP Amendment 1 Rezoning Case #19-129748

A. Intent

The purpose of this Rezoning is to expand the gross floor area for a brew pub and restaurant.

B. Written Restrictions

All of the uses and standards of the Ruikka Enterprises ODP (reception #2014065404) and other applicable sections of the Zoning Resolution shall apply to the property as shown on the graphic attached hereto as Exhibit A, and more particularly described in the legal description attached hereto as Exhibit B, with the following modifications:

1. Permitted Uses -- Use Area A.1.c.
 - a. Brewpub, Vintner, Restaurant, Specialty Restaurant:
 - i. Exterior: Patio Seating, Garden Seating, Deck Seating, Entry and Ramps, Storage area not to exceed 4,200 GFA, collectively.
 - ii. Interior: Restaurant Seating, Bar/Bar seating, Kitchen, Kitchen spaces, Mechanical Area, Brewery area, Hallways, Restrooms, Storage, and Office area not to exceed 5,600 GFA, collectively.
2. Noise: No outdoor amplification allowed, unless specifically allowed with special event permit.
3. Off-Street Parking Ratio:
10 parking spaces per 1,000 sq. ft. of gross floor area (GFA) for the Brewpub, Vintner, Restaurant, Specialty Restaurant.
4. Two traffic calming speed humps with signage for same constructed on Iris Drive and Fireweed Drive in accordance with the detail attached hereto as Exhibit C, the location map attached hereto as Exhibit D, and in conformance with section 15.A.1.c.9. of the Land Development Regulations. Said speed humps will be constructed by Owner within 120 days of this ODP approval.

APPROVED FOR RECORDING:

This Official Development Plan, titled Ruikka Enterprises ODP Amendment 1, was approved the _____ day of _____ 2024, by the Board of County Commissioners, of the County of Jefferson, State of Colorado and is approved for recording. The owner of the property governed by this Official Development Plan at the time of approval is _____.

By: Jefferson County Planning and Zoning Director

Signature: _____

Date: _____

Iris Dr./Fireweed Dr. Speed Humps

Contact Jeffco 3 weeks prior to install; Jeffco will stake sign locations then

Install - advisory-"SPEED HUMP" (W17-1),
and 15 MPH speed (W13-1) (staked)

Install - advisory-"SPEED HUMP" (W17-1),
and 15 MPH speed (W13-1) (staked)

Install - speed hump

Loco Lane

Iris Dr.

Fireweed Dr.

Install - speed hump

Install - advisory-"SPEED HUMP" (W17-1),
and 15 MPH speed (W13-1) (staked)

Install - advisory-"SPEED HUMP" (W17-1),
and 15 MPH speed (W13-1) (staked)

MAPS

Legal Description

Street Location of Property 27618 Fireweed Drive

Is there an existing structure at this address?

Yes X No

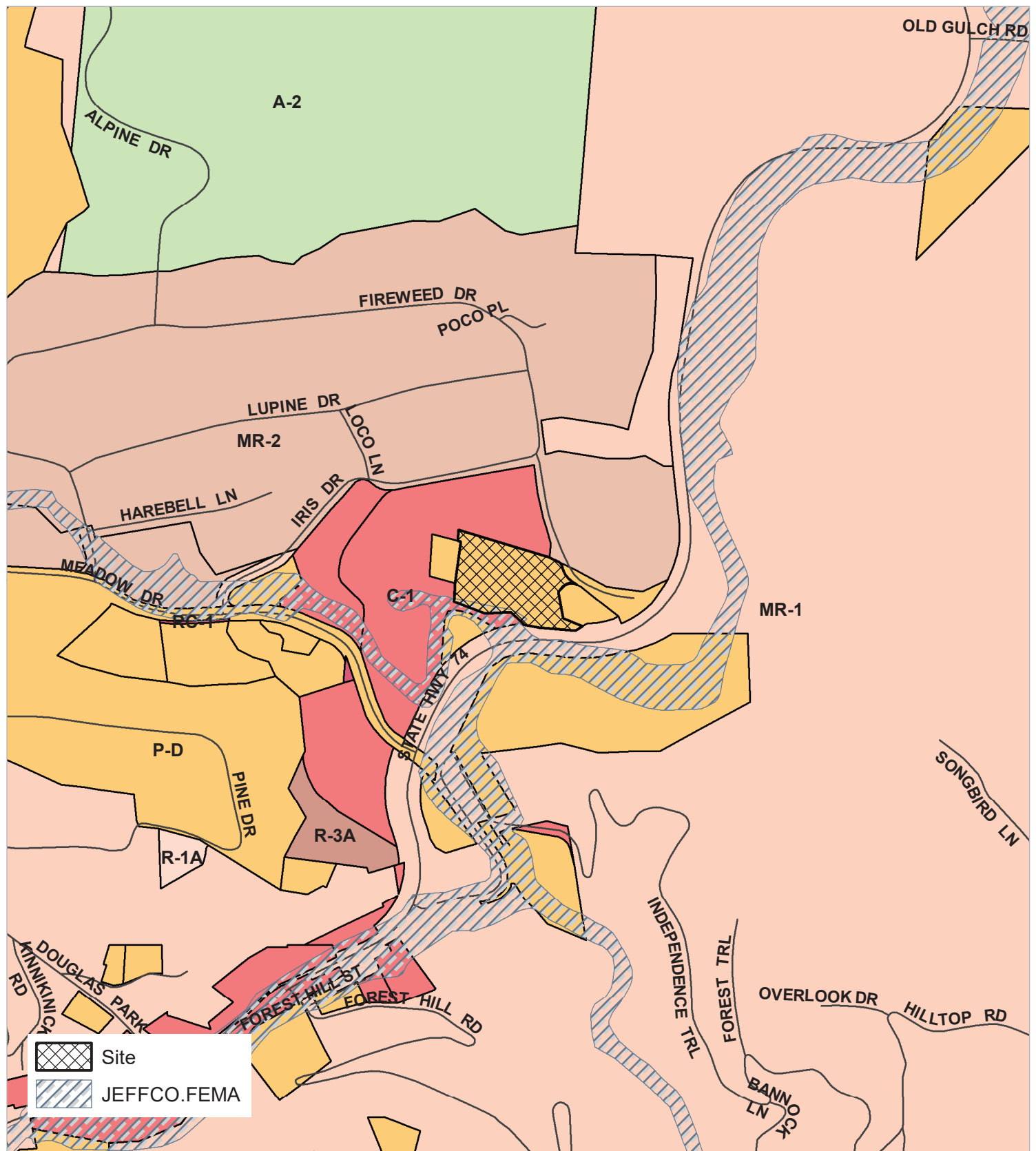
Type the legal description and address below.

LOT 1, RUIKKA SUBDIVISION, RECORDED AT RECEPTION NUMBER 2014065405,
JEFFERSON COUNTY, CLERK AND RECORDER.
CONTAINING 138,582 SQUARE FEET, OR 3.18 ACRES, MORE OR LESS.

Section 2, 3, 10, and 11 Township 5 S. Range 71 W.

Calculated Acreage 3.18 Acres Checked by: Ben Hasten

Address Assigned (or verified) 27618 Fireweed Drive



Case Number: 19-129748RZ

Location: Sections 2, 3, 10, and 11, T5S, R71W

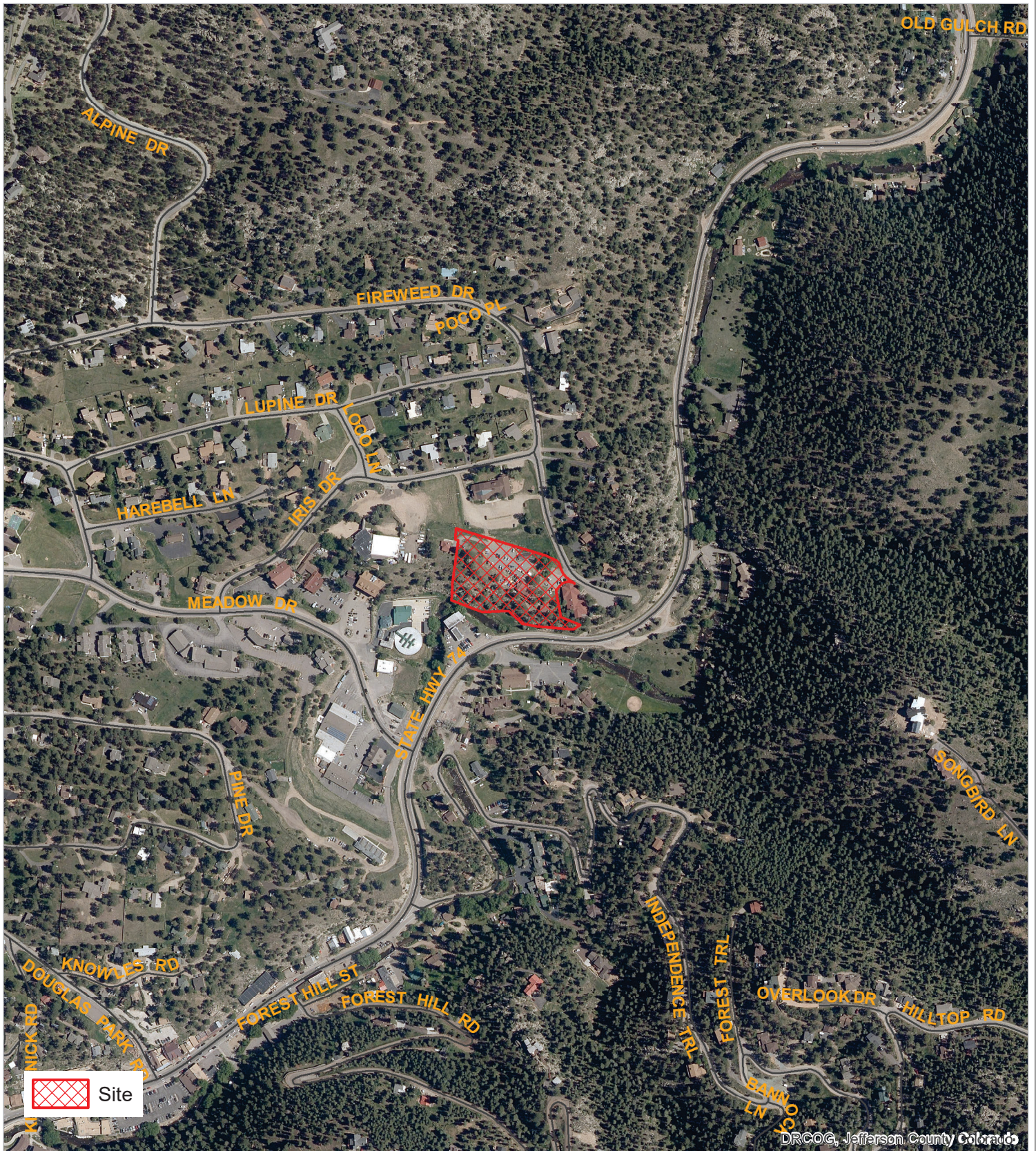


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0 250 500 1,000
Feet





Case Number: 19-129748RZ

Location: Sections 2, 3, 10, and 11, T5S, R71W

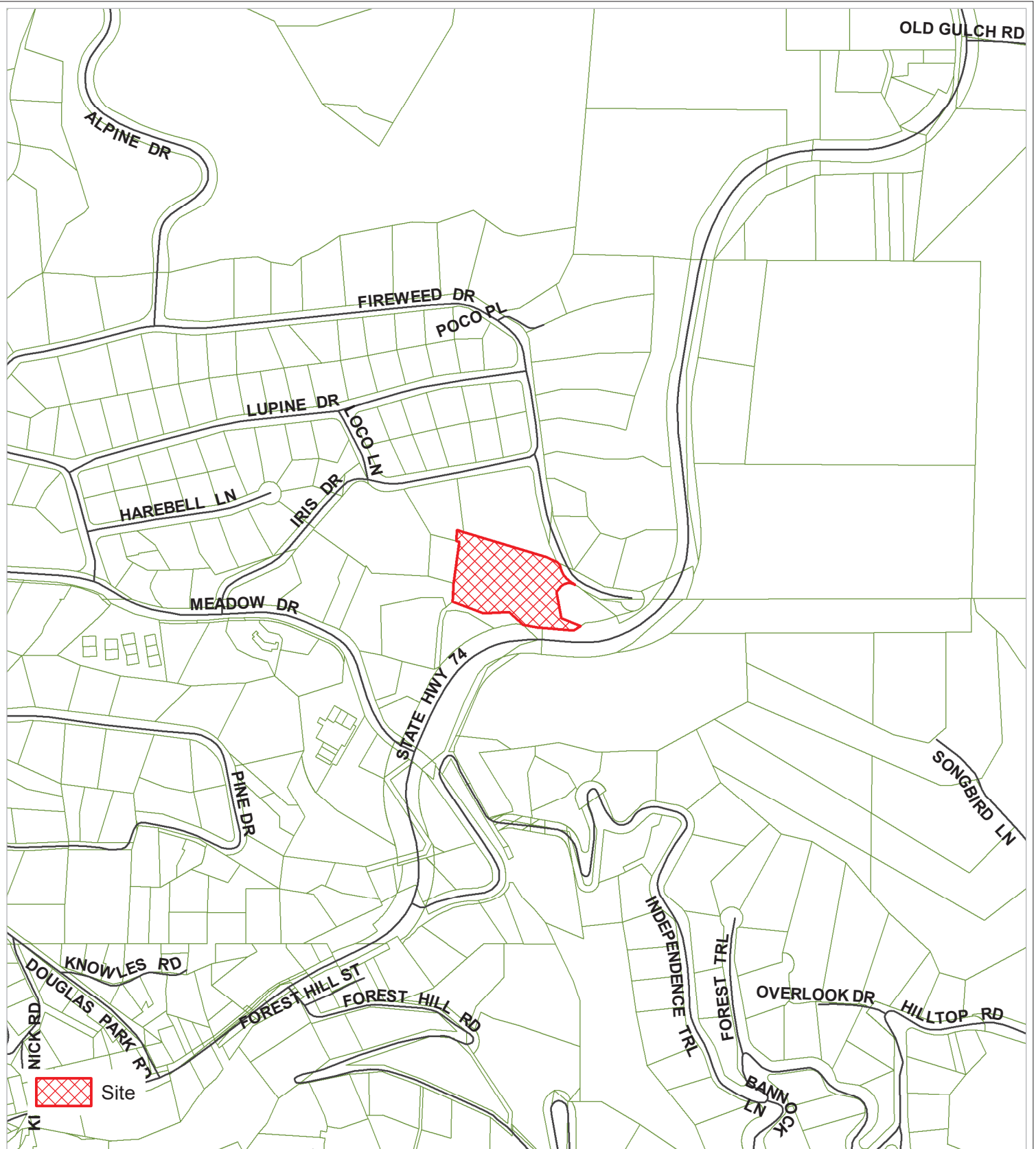


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0 250 500 1,000
Feet





Case Number: 19-129748RZ

Location: Sections 2, 3, 10, and 11, T5S, R71W

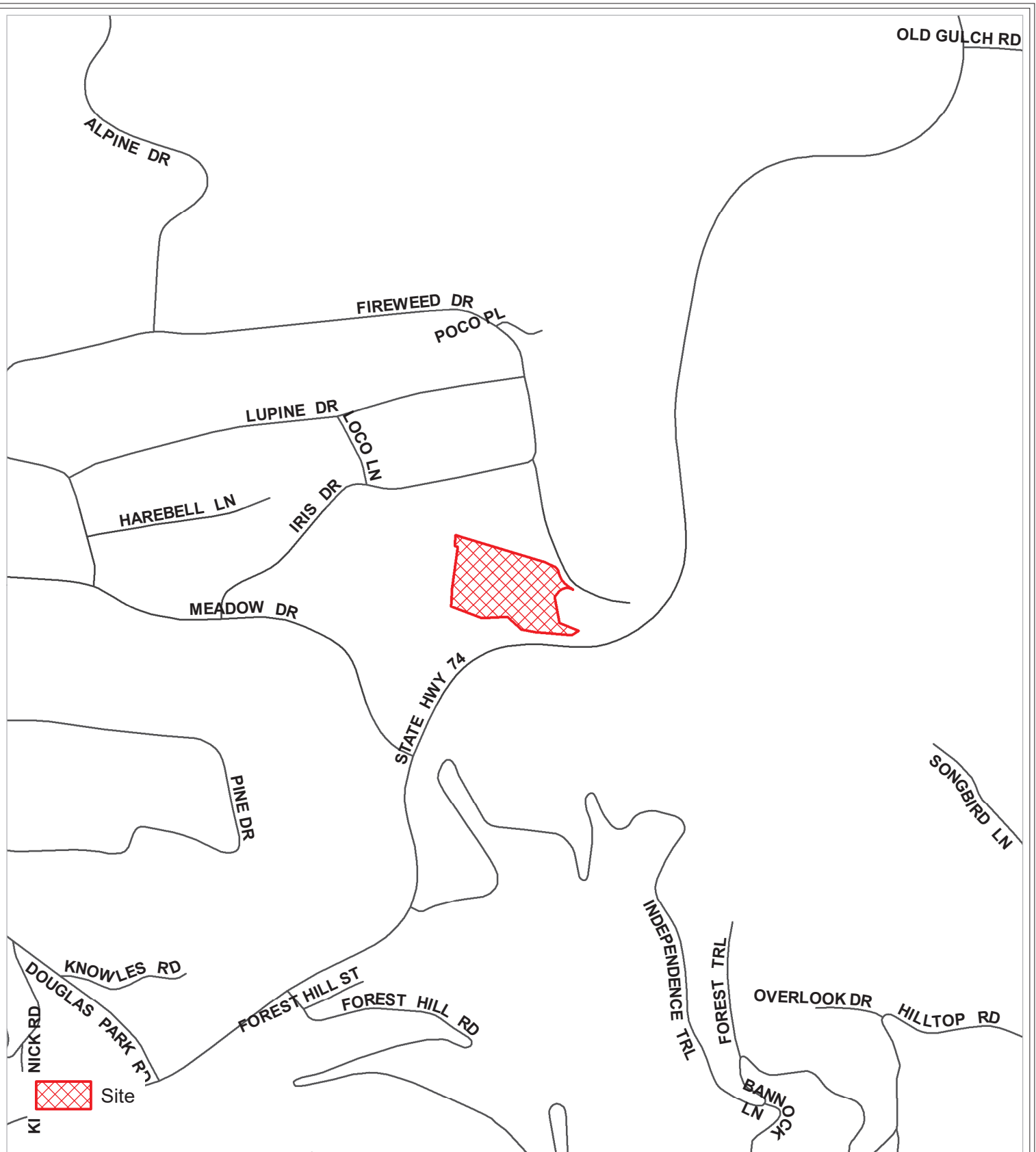


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0 250 500 1,000
Feet





Case Number: 19-129748RZ

Location: Sections 2, 3, 10, and 11, T5S, R71W



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0 250 500 1,000
Feet



COMMUNITY MEETING SUMMARY

COMMUNITY MEETING SUMMARY

Case Number

19-126228CMT

Meeting Date

11/14

Approx. # of Citizens

95

Signed in

72

Meeting Location

Evergreen Christian Church

Subject Property

27618 Fireweed Dr

Property Owner

Ruikka Enterprises LLC

Applicant/Representative

Anders Ruikka

Summary of the Applicant's Presentation

Applying for rezoning in order to get in compliance and address violations.
 Says that GLA was misunderstood during original zoning which is causing current problem
 If Zoning does not pass, outdoor areas will be closed which will impact 25 employees jobs and bark garden
 Lariet Lodge is a positive contributor to the community

Information Presented/Format of the Meeting

Plan to address violations and answer community questions

Overall Impression/Tone of Meeting

Overall concern about traffic and noise impacts
 Largest focus was on community impacts rather than rezoning
 Generally neighborly, with passion

Main Points/Issues Raised by Citizens/Applicant's Response

Will size increase?
 Fund-raising benefits of Bark Garden
 Traffic Impacts - people speeding through residential roads - # of trips
 Noise impacts - music, fans
 Emergency vehicle access
 Traffic calming devices
 Recognition of Lariet's accountability/responsibility to community
 Zoning and allowed land uses
 Changing character of neighborhood
 Impact on wildlife
 Lariet has good beer, good food, and neat views
 If Lariet wasn't there, what would replace it?

COMMUNITY MEETING SUMMARY

Case Number

23-131865CMT

Meeting Date

11/09/23

Approx. # of Citizens

30

Signed in

30

Meeting Location

Virtual

Subject Property

27618 Fireweed Dr

Property Owner

Anders Ruikka

Applicant/Representative

Drew Schnieder

Summary of the Applicant's Presentation

Applicant presented the new ODP to the public and outlined what they have done through the process so far.

Information Presented/Format of the Meeting

Proposed Written Restrictions

Addressed issues the public has had with this case

Overall Impression/Tone of Meeting

Public was respectful but not hesitant to point out previous issues with this case

Main Points/Issues Raised by Citizens/Applicant's Response

Concerns Over Parking

Potentially wanted to implement traffic calming devices other than speed bumps (Tabletops?)

Serious concerns over noise

Evergreen Church has had parking issues at times, which will further exaggerate problem

REFERRAL COMMENTS

ADDRESSING

MEMO

To: Todd Hager
FROM: Christine Derby
SUBJECT: 19-129748RZ 27618 Fireweed Drive
DATE: February 5, 2020

Addressing offers the following comments on this proposal:

1. The purpose of this rezoning is to amend the existing ODP to allow a larger area-to include an outdoor patio-for a restaurant/brew pub.
2. Access is from Fireweed Drive.
3. There is a valid existing address, 27618 Fireweed Drive, in the addressing database. This address will not change with this Rezoning.

Please let me know if you have any questions.

Todd Hager

From: Jim King <jking@evergreenfirerescue.com>
Sent: Tuesday, August 4, 2020 11:56 AM
To: Todd Hager
Subject: --{EXTERNAL}--19-129748RZ_Lariat Lodge Amd 1

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Todd,

Evergreen Fire Rescue does not have any objections to the rezoning of 27618 Fireweed Drive, Lariat Lodge.

--

James A. King
Fire Marshal
Evergreen Fire/Rescue

jking@evergreenfirerescue.com
(303) 679-4746

Memorandum

To: Todd Hager
Planner

From: Patrick O'Connell
Engineering Geologist

Date: February 20, 2020

Re: 27618 Fireweed Dr, Case No. 19-129748RZ

The intent of the application is to rezone to PD. I have the following comment.

1. The site is not within a zoned or unzoned geologic hazard area and reports are not required with the rezoning process.
2. The property is located within the Mountain Ground Water Overlay District. However, this property is served by the EMD.



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

February 24, 2020

Jefferson County Planning and Zoning
100 Jefferson County Parkway, Suite 3550
Golden, CO 80419

Attn: Todd Hager

Re: Lariat Lodge Amendment No. 1 Rezone, Case # 19-129748RZ

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the **Reata West Rezone**. Please be advised that Public Service Company has existing natural gas and electric distribution facilities within the areas indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

Should the project require any new natural gas or electric service or modification to existing facilities, the property owner/developer/contractor must complete the application process via xcelenergy.com/InstallAndConnect.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

NOTIFICATION SUMMARY

+

PUBLIC / HOA COMMENTS

Case Number 19-129748RZ

As a requirement of the Jefferson County Zoning Resolution, the following Level 1 notification was provided for this proposal.

1. Notification of this proposed development was mailed to property owners within a 1/4 mile radius of the site and Registered Associations located within a two mile radius of the site.

These radii are shown on the maps below. The initial notification was mailed at the time of the first referral. Additional notification was mailed 14 days prior to the Planning Commission Hearing identifying the scheduled hearings dates for both the Planning Commission and the Board of County Commissioners.

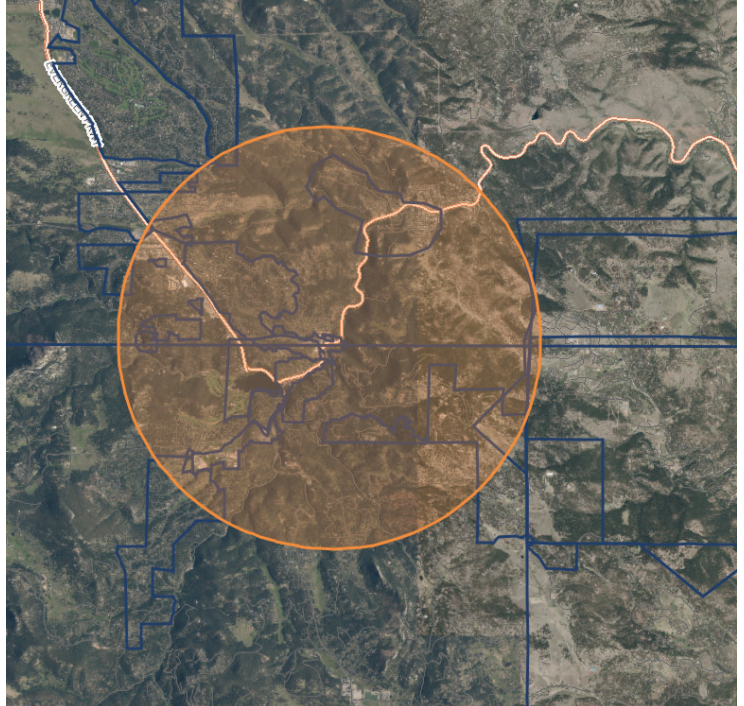
2. Sign(s), identifying the dates of the hearings before both the Planning Commission and the Board of County Commissioners, were provided to the applicant for posting on the site. The sign(s) were provided to the applicant with instructions that the site be posted 14 days prior to the Planning Commission Hearing.
3. Notification of the hearings before the Planning Commission and the Board of County Commissioners was published in the West Jeffco Hub.

Lists of the specific property owners and registered associations that received notification are attached to this summary.

Property Owners



Registered Associations



Alexander Fowlkes

From: Hannah Hayes <chiyalater@gmail.com>
Sent: Sunday, April 7, 2024 9:53 PM
To: Alexander Fowlkes
Subject: --{EXTERNAL}-- Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Public Comment

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Greetings Alex,

I'm very concerned about ongoing the situation in Hiwan Village. Lariat Lodge is not in compliance with the agreements they made in 2014 to cooperate with our neighborhood regarding noise, traffic control, and lighting. My road just above Iris has been impacted by traffic and we have so many young kids living here now, it scary. Visitors are not respectful or careful. Also the constant running of the kitchen exhaust fan is out of place in our formerly quiet slice of Evergreen.

It's disturbing that noncompliance goes on and that in and of itself continues a dangerous precedent that is happening all too often. Please protect our laws and require Lariat Lodge to follow them.

Thank you,
Hannah

Hannah Hayes
28257 Lupine Drive
Evergreen CO

Alexander Fowlkes

From: Michael Schumann <schumann.mps@gmail.com>
Sent: Monday, April 8, 2024 10:46 AM
To: Alexander Fowlkes
Subject: --{EXTERNAL}-- Lariat Lodge Expansion Commission Hearings

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Public Comment

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Hello,

I am a resident of the Hiwan Village neighborhood negatively affected by the unregulated Lariat Lodge patrons and proposed expansion. I support the neighborhood's right for proper representation and inclusion in a just decision by both the planning commission and board of county commissioners. It is absolutely apparent that our neighborhood will be negatively impacted by the adverse effects caused by this expansion in its current state of ill regulation.

Lariat Lodge does not monitor or regulate its impact on the surrounding neighborhoods, nor does it take accountability and responsibility for its patrons on site or in travel to and from its location. This requirement should be addressed foremost before any proposal for an expansion is even to be presented for review by the commissioners.

It is the role and responsibility of the planning commission and board of county commissioners to prioritize the residences rather than the businesses. As proposed, this expansion will only further degrade the existing living conditions of our neighborhood. There needs to be a plan in place for enforcement and regulation to preserve the privacy, low noise, safety, and character of the adjacent residences and our neighborhood. Maintaining the liveability of this neighborhood needs to be the priority and is critically important because the success of mixed-use or commercial centers is economically and physically dependent on the support of adjacent neighborhoods.

In its current state, myself, and the neighborhood, oppose this plan. I ask that you please document my opposition and concern to be presented to both the planning commission and the board of county commissioners.

Please and thank you,
-Michael

Alexander Fowlkes

From: Vard Nelson <vardnelson@gmail.com>
Sent: Tuesday, April 9, 2024 10:54 AM
To: Alexander Fowlkes
Subject: --{EXTERNAL}-- Lariat Lodge Application

Categories: Public Comment

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Alex,

I will be attending the Planning Commission in person, and I will be supporting the Lariat Lodge expansion.

We are neighbors, one half mile from Lariat Lodge on Fireweed Drive. When the "Bark Garten" was open before (non-permitted, we now understand) my wife and I enjoyed going there with our dog. We considered it an enhancement to our community.

Some of our neighbors disagree, and we understand. My wife and I support the re-expansion, however.

Thank you.

Vard and Fran Nelson
713.853.7604

28319 Fireweed Dr, Evergreen, CO 80439

Alexander Fowlkes

From: Ariana Vasquez Lokey <acvlokey@gmail.com>
Sent: Tuesday, April 9, 2024 11:09 AM
To: Alexander Fowlkes
Subject: --{EXTERNAL}-- Re: LARIAT - 19-129748-RZ
Categories: Public Comment

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Hi Alex,

I hope your week is off to a good start. I am wondering why past communications around this case file are not included in the materials? Since this case has been ongoing since 2019 it seems strange to only include letters and communications from members of the community since the notice was sent out at the end of March 2024.

I think I am most concerned by the statements y'all make around impact on the neighborhood, specifically under 6e -

"If the standards set forth in the Zoning Resolution and the proposed ODP are followed, the proposed land use will not result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area."

I feel this is a lie and does not take into account that there are already significant impacts to the health, safety, and welfare of the property owners in the surrounding area. It seems the county is not listening to us at all. And I know I have said this before, but it is insane to me that this has been taking so long, the last community meeting in 2019 is far too long ago. And the other one was virtual - which does not allow for a good representation of people. The neighborhood has many new residents who have not been heard.

How was this conclusion reached? How are you not aware of all the complaints against the Lariat currently?

Any insight you have into this would be greatly appreciated,

Ariana C Vasquez, PhD

On Tue, Apr 9, 2024 at 10:59 AM Alexander Fowlkes <afowlkes@co.jefferson.co.us> wrote:

Received,

I'll have this up when it is your turn to speak

Alex Fowlkes

Jefferson County Planning and Zoning

Planner

303-271-8719

afowlkes@jeffco.us | planning.jeffco.us

TOGETHER JEFFCO 2023

County Plans and Regulations Update

Help us shape the future of Jefferson County by visiting the Together Jeffco website and taking the online questionnaire! Click this image to visit our website: <https://togetherjeffco.com>. From there, you will find our Questionnaire on the main page!

[\[togetherjeffco.com\]](https://togetherjeffco.com)



We encourage scheduling an appointment to see staff during our office hours Monday - Thursday. Please schedule [appointments](#) [jeffco-planning-and-zoning-hqorx.appointlet.com] and submit [applications](#) online. Go to planning.jeffco.us for more information.

From: Jack Bestall <jack@bestallcollaborative.com>

Sent: Tuesday, April 9, 2024 10:32 AM

To: Alexander Fowlkes <afowlkes@co.jefferson.co.us>

Cc: Scott McDermid <smcdermid99@gmail.com>; Julie Bell <mcdbell99@msn.com>; Ariana Vasquez Lokey <acvlokey@gmail.com>; Patti Semler <pattisemler@yahoo.com>; Pamela Bestall <paris1036@yahoo.com>

Subject: --{EXTERNAL}-- RE: LARIAT - 19-129748-RZ

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Hi Alex.

Attached are the presentation exhibits that I will be using when I talk (in 3 minutes). Thank you for making them available at the hearing.



Jack Bestall

720.810.6480

JACK@BESTALLCOLLABORATIVE.COM

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which may not be shared & liability not accepted.*

From: Alexander Fowlkes <afowlkes@co.jefferson.co.us>

Sent: Monday, April 1, 2024 9:30 AM

To: Jack Bestall <jack@bestallcollaborative.com>

Cc: Scott McDermid <smcdermid99@gmail.com>; Julie Bell <mcdbell99@msn.com>; Ariana Vasquez Lokey <acvlokey@gmail.com>; Patti Semler <pattisemler@yahoo.com>; Pamela Bestall <paris1036@yahoo.com>

Subject: RE: LARIAT - 19-129748-RZ

Hi Jack,

See my responses in red below

Is it unusual for the County to allow a rezoning amendment to be considered without meeting the parking standard?

We have considered the parking standard, and we too have concerns about the lariat lodge's ability to meet parking. We do not think it's impossible to meet the proposed parking ratio, but we see issues with the parking

plan provided. However, in order to formalize their expansion (we're looking at the utilization of the outdoor space as an expansion since it was never permitted), they will need a building permit, and the building permit triggers our SDP process, at which point a comprehensive review of the parking standards will be done.

A site plan is not required for an ODP, correct?

No, a site plan is not required for an ODP. However, we did request a parking plan and that was reviewed alongside this request.

How can the reduced parking standard be evaluated without it or conditioning any approval on requiring a Site Development Plan?

See my first answer, we are going to require an SDP.

Is the Staff making a recommendation on the case?

Yes, we are recommending approval. My full evaluation can be found in the staff report once it is published.

A couple of questions about the Lariat Case and Hearing.

1. When will the Staff Report be published – did not find recent documents under the case file online using the http - would you send me a link or the document directly?

My Staff report and case packet will be available in the case folder by the end of the week. It is still being reviewed by the county attorney's at this moment

2. What is the cut-off for public comment that will get into the PC and Commission packets?

To make it into the case packets, I need comments to be e-mailed to me by the end of this week. However, any comments received prior to the hearing that do not make it into the packet will still be added to the case file and given to the commissioners.

3. What is the speaker time limits at the hearing (3 minutes?).

3 minutes for general public, 10 minutes if you are the representative of a Jefferson County recognized association, such as an HOA.

4. Is it possible to present exhibits at the virtual hearing – on the desk? Or by external drive?

Your best course of action will be to e-mail me any exhibits, and I can share them on my screen at the hearing. Note that videos are not allowed to be shown though

Let me know if you have any other questions

Alex Fowlkes

Jefferson County Planning and Zoning

Planner

303-271-8719

afowlkes@jeffco.us | planning.jeffco.us

TOGETHER JEFFCO 2023

County Plans and Regulations Update

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[\[togetherjeffco.com\]](https://togetherjeffco.com)



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From: Jack Bestall <jack@bestallcollaborative.com>

Sent: Saturday, March 30, 2024 7:48 AM

To: Alexander Fowlkes <afowlkes@co.jefferson.co.us>

Cc: Scott McDermid <smcdermid99@gmail.com>; Julie Bell <mcdbell99@msn.com>; Ariana Vasquez Lokey <acvlokey@gmail.com>; Patti Semler <pattisemler@yahoo.com>; Pamela Bestall <paris1036@yahoo.com>

Subject: --{EXTERNAL}-- LARIAT - 19-129748-RZ

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Hi Alex.

Is it unusual for the County to allow a rezoning amendment to be considered without meeting the parking standard? A site plan is not required for an ODP, correct? How can the reduced parking standard be evaluated without it or conditioning any approval on requiring a Site Development Plan? Is the Staff making a recommendation on the case?


A couple of questions about the Lariat Case and Hearing.

1. When will the Staff Report be published – did not find recent documents under the case file online using the http - would you send me a link or the document directly?
2. What is the cut-off for public comment that will get into the PC and Commission packets?
3. What is the speaker time limits at the hearing (3 minutes?).
4. Is it possible to present exhibits at the virtual hearing – on the desk? Or by external drive?

JEFFERSON  **COUNTY COLORADO** | Planning and Zoning

HYBRID PUBLIC HEARING

Case Type: Rezoning
Case Number: 19-129748RZ **Case Name:** Lariat Lodge Amd 1
Where: 27618 Fireweed DR
Case Manager: Alex Fowlkes, 303-271-8719, afowlkes@jeffco.us
Purpose: To amend the existing ODP to allow an increase to Gross Floor Area and a reduction to parking standards for an existing brewpub.
Planning Commission: Wednesday, April 10, 2024 at 6:15 p.m.
Board of County Commissioners: Tuesday, April 30, 2024 at 9:00 a.m.
Public Testimony will be taken at these Hearings. To provide public testimony, please pre-register by visiting www.jeffco.us/testimony. Written comments and testimony will be included in the Staff packet if provided at least one week prior to the scheduled hearing.
Location of Hybrid Hearings:
Virtual: Online hearing available at <https://www.jeffco.us/meetings> on the hearing date.
In-Person: Hearing Room 1, 100 Jefferson County Pkwy., Administration and Courts Building, Golden Colorado
Documents for this case can be accessed through the Planning & Zoning Website.
<http://jeffco.us/planning-and-zoning/active-cases/>
through the QR code on this card, or by contacting the case manager.



Thank you.



Jack Bestall

720.810.6480

JACK@BESTALLCOLLABORATIVE.COM

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Alexander Fowlkes

From: Denise Stoner <denise@bodywisehealthoptions.com>
Sent: Tuesday, April 16, 2024 2:04 PM
To: Alexander Fowlkes
Subject: --{EXTERNAL}-- Lariat Lodge Expansion

Categories: Public Comment

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Dear Mr. Fowlkes,

As I sit to write you expressing my concerns regarding the traffic, speeding, and parking affecting the Hiwan Village neighborhood as a result of the Lariat Lodge, I find myself questioning the sincerity of the process in which you ask for community input and then essentially ignore the concerns expressed by virtually all of the people who attended the planning commission meeting the other evening.

I am imploring you to come look at the situations of parking, speed and travel during weekend hours, and most especially during weekend evening hours, when Ovation West and Center Stage are also being used for theatrical and community events. It is clear from your testimony last week and that of several commissioners that your understanding of the significance of these issues lacks a full scope of the problem.

I believe it is essential that approval for this expansion be delayed, and respectfully ask that that a delay in process be implemented until a comprehensive understanding of the significance of these issues is clear to all the commissioners voting.

Once again, for the weekend just passed that included Friday evening, Saturday evening, and Sunday from 1pm on through the afternoon and evening, Center Stage/Ovation West had performance events through the weekend. As a result, the parking area at Lariat Lodge was entirely filled, as was the parking area at Evergreen Christian Church. Autos were parked along both entrances to the church lot, restricting travel in to and out of that lot to extremely narrow passages. Cars were also parked along the sides of then road along the length of the church and to the Elks driveway, making travel along Iris Drive difficult in general and very dangerous in several instances when cars were coming and going in both directions.

The issues related to excessive speed along Iris Drive as patrons of the Lariat Lodge exit the neighborhood after consuming beer and alcohol are seriously affecting the safety and security of all the residents in this part of the neighborhood. Again, the problems associated with these behaviors worsen as the afternoon and evening hours progress during the weekends, and was clearly evident again this past weekend.

I find it incomprehensible that the Planning Commission voted in support of this expansion. If in fact there was a true and complete understanding of the issues of speeding, traffic, parking and noise associated with the presence of LL in this neighborhood area that interfaces with commercial properties, I believe the planning board might better understand the need to delay this decision until further evaluations are completed.

Sincerely yours,

Denise

Denise Stoner, BSN, RN, LCMT

Founder and CEO

BodyWise Health Options, Inc.

denise@bodywisehealthoptions.com

303-670-2255

Alexander Fowlkes

From: Jack Bestall <jack@bestallcollaborative.com>
Sent: Wednesday, April 17, 2024 7:47 AM
To: Alexander Fowlkes; Russell Clark
Cc: Denise Stoner; Scott McDermott - neighbor (smcdermid99@gmail.com); julie McDermid (mcdbell99@msn.com); Pamela Bestall; Ariana Vasquez Lokey; brady.walker2@gmail.com; Kellyinevergreen@gmail.com; lcjaneway@gmail.com; ldleuck@gmail.com; mhaave74@gmail.com; rudzinski@gmail.com; Lizemmer8@gmail.com; browningjp@gmail.com; garrisonbritt@gmail.com; meganbrowning45@gmail.com; Ebettyblog@gmail.com; Hahn_matthew@yahoo.com; kjeanhahn@gmail.com; deborah.s.jackson@icloud.com; everphillipe@msn.com; stefanie.klass@gmail.com; meagan.brid@gmail.com; willjmorgan@gmail.com; Joanna Redwine; Catherine R; Patti Semler
Subject: --{EXTERNAL}-- RE: Lariat Lodge Expansion
Categories: Public Comment

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Hi Alex-Russell.

Denise's note to Alex captures the sentiment of the neighborhood – the neighborhood is already impacted without expansion and two traffic calming devices will not mitigate even the current situation. For some reason – the neighborhood's efforts to bring the facts to light over the past 5 years does not foster help from the County – even though it did cause the County to cite the Lariat with zoning violations for using the space it now is seeking to expand back into The Lariat's traffic report indicates that weekend trips will grow to over 1,200 trips – more than the 1,100 the County counted in 2019. These numbers with the Center Stage in an expanded operation (not included in the traffic report) are overwhelming – now.

This is what the neighborhood experienced last Saturday night with the Center Stage and Lariat's concurrent activity; and no church and or Elk events.



Iris Drive at entrance to Elk's Club



Iris Drive view from Elk's Club entrance to East – parked on both sides; and Fireweed and dble parked on the church access drives.

Would you reconsider Planning's recommendation to support expansion and the conclusion that the condition is being 'generally mitigated'. Two traffic calming devices are insufficient mitigation and reducing the parking requirement from 150 spaces to 98 is a bridge too far for the Lariat which only has 56 spaces that it can

permanently claim without the Center Stage shared spaces and the use of the Church parking lot. The Planning Commissioner that wondered if approving the expansion was raising the Lariat's expectation too much was correct – it is not reasonable to approve this expansion and hope that a Site Development Plan will solve the problems. It also does not recognize the home-owners well-founded concerns.

Let me know if you would like to discuss this further.
Thank you.



Jack Bestall

720.810.6480

JACK@BESTALLCOLLABORATIVE.COM

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From: Denise Stoner <denise@bodywisehealthoptions.com>
Sent: Tuesday, April 16, 2024 2:04 PM
To: Alexander Fowlkes <afowlkes@co.jefferson.co.us>
Subject: Lariat Lodge Expansion

Dear Mr. Fowlkes,

As I sit to write you expressing my concerns regarding the traffic, speeding, and parking affecting the Hiwan Village neighborhood as a result of the Lariat Lodge, I find myself questioning the sincerity of the process in which you ask for community input and then essentially ignore the concerns expressed by virtually all of the people who attended the planning commission meeting the other evening.

I am imploring you to come look at the situations of parking, speed and travel during weekend hours, and most especially during weekend evening hours, when Ovation West and Center Stage are also being used for theatrical and community events. It is clear from your testimony last week and that of several commissioners that your understanding of the significance of these issues lacks a full scope of the problem.

I believe it is essential that approval for this expansion be delayed, and respectfully ask that that a delay in process be implemented until a comprehensive understanding of the significance of these issues is clear to all the commissioners voting.

Once again, for the weekend just passed that included Friday evening, Saturday evening, and Sunday from 1pm on through the afternoon and evening, Center Stage/Ovation West had performance events through the weekend. As a result, the parking area at Lariat Lodge was entirely filled, as was the parking area at Evergreen Christian Church. Autos were parked along both entrances to the church lot, restricting travel in to and out of that lot to extremely narrow passages. Cars were also parked along the sides of then road along the length of the church and to the Elks driveway, making travel along Iris Drive difficult in general and very dangerous in several instances when cars were coming and going in both directions.

The issues related to excessive speed along Iris Drive as patrons of the Lariat Lodge exit the neighborhood after consuming beer and alcohol are seriously affecting the safety and security of all the residents in this part of the neighborhood. Again, the problems associated with these behaviors worsen as the afternoon and evening hours progress during the weekends, and was clearly evident again this past weekend.

I find it incomprehensible that the Planning Commission voted in support of this expansion. If in fact there was a true and complete understanding of the issues of speeding, traffic, parking and noise associated with the presence of LL in this neighborhood area that interfaces with commercial properties, I believe the planning board might better understand the need to delay this decision until further evaluations are completed.

Sincerely yours,

Denise

Denise Stoner, BSN, RN, LCMT

Founder and CEO

BodyWise Health Options, Inc.

denise@bodywisehealthoptions.com

303-670-2255

Alexander Fowlkes

From: Ariana Vasquez Lokey <acvlokey@gmail.com>
Sent: Friday, April 19, 2024 2:43 PM
To: MICK
Cc: Alexander Fowlkes
Subject: --{EXTERNAL}-- Re: Lariat flyer
Attachments: PC Hearing Planning Packet Pages 84-91.pdf; PC Hearing Planning Packet Extract Pages 1-52 .pdf; Bestall Larriat Letter to Planning 040424.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Public Comment

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Hello Mick,

Thank you for reaching out. I have attached some documents talking about the expansion. If you would like additional information I suggest reaching out to Alex - the Jefferson County Case Manager, he can direct you to the case directly through the Jefferson County Portal - I cc'ed him. I have also attached a letter from Jack Bestall with detailed information and pictures.

I am glad that being 200 yards up the street does not impact your quality of life. I also enjoy going to the Lariat for dinner! I love having restaurants we can walk to, part of the joy of living near Downtown Evergreen.

Unfortunately, I am greatly impacted by cars speeding, drunk drivers, and lots of light and noise pollution. Lariat Lodge has several outstanding zoning violations and instead of being fined or ticketed by the county, they are being encouraged to expand their square footage and decrease their parking requirements. I definitely do not want them to close - I do want them to follow the rules and regulations of Jefferson County.

Please let me know if you have any additional questions - happy to discuss further!

Best,
Ariana C Vasquez, PhD

On Fri, Apr 19, 2024 at 2:34 PM MICK <mkquinn1@msn.com> wrote:

Dear Ms. Vasquez, we received a flyer in Hiwan Hills about Lariat Lodge expansion. What is the nature of the expansion, for what purpose, how much property, what would be the contours of the proposal. I live 200 yards up the street and am largely unaffected by any traffic or noise and like to go to Lariat for carry out or dine in sometimes. Thanks, Mick

Alexander Fowlkes

From: Marty <msevier@comcast.net>
Sent: Sunday, April 21, 2024 11:21 AM
To: Alexander Fowlkes
Subject: --{EXTERNAL}-- Hiwan Village - Lariat Lodge expansion

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Public Comment

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I am writing to you to tell you that the lariat Lodge expansion is fine with me and my wife. As a resident in Evergreen for the last seven years living in Haiwan Village, my wife and I have enjoyed having Lariat Lodge within a five minute walking distance. The owners are very nice people and are trying to provide a unique experience to come to Evergreen. Evergreen needs good places to eat and drink. It is a unique town with unique businesses that provide unique experiences for our out-of-town guests. Lariat Lodge is a good neighbor to all of us in Highland Village. Those who complain about the lodge just need to go somewhere else to live and complain. My wife and I welcome the Lodge and are proud to take our friends and relatives there regularly. We support their expansion and are looking forward to it!

Marty and Nancy Sevier
28145 Harebell Ln
Evergreen, Co 80439

Sent from my iPhone

Alexander Fowlkes

From: Deborah Jackson <deborah.s.jackson@icloud.com>
Sent: Wednesday, April 3, 2024 8:46 PM
To: Alexander Fowlkes
Subject: --{EXTERNAL}-- Lariat Lodge Expansion

Categories: Public Comment

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Hello. I live on Lupine Drive which is in close proximity to Lariat Lodge. Both my husband and I are very much opposed to any further expansion of Lariat Lodge. Locating a business that serves alcohol in the middle of a neighborhood where the only way in is to drive thru a neighborhood was never a good idea. Let's not continue with bad judgment by doing an expansion that will increase traffic and the number of inevitable drunk drivers. There are small children all over this neighborhood who ride their bikes, walk over to their friends houses and play hide and go seek. Drivers from Lariat FLY down our street. Should the expansion occur a child will be hit. It is inevitable. After a few drinks and live music drivers are NOT looking for children. Additionally the owner of the business refused to turn down their lightning or make any effort to part of the community. The owner is interested in one thing and one thing only....making money. To be direct, anyone in a position to approve this expansion and does so, should have their head examined. 500+ cars a week from an establishment where alcohol is served, thrust into a small area with children is absolute lunacy. This application for expansion should be denied

Thank you,
Debbie and Rusty Jackson

Sent from my iPhone

Alexander Fowlkes

From: PAUL A PHILLIPE <everphillipe@msn.com>
Sent: Thursday, April 4, 2024 11:43 AM
To: Alexander Fowlkes
Subject: --{EXTERNAL}-- Lariat Expansion

Categories: Public Comment

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Mr. Fowlkes,

I am writing in regards to the Lariat expansion in Hiwan Village. My husband and I have owned our home and lived in Hiwan Village for fifty-five years. We have valued our quiet peaceful environment where we can safely walk almost daily. Since Lariat Lodge has been in our neighborhood, it has not been as quiet and safe. It is with great concern that if the expansion for Lariat is approved our quality of life will greatly be affected with especially all of the traffic and outside noise. Many of the drivers are rude when they pass us while we are walking. We are also very concerned that the value of our property will be affected as well.

We strongly encourage that this expansion will not be approved.

Thank you,

Karen Phillipe

Sent from my iPad

Alexander Fowlkes

From: Jack Bestall <jack@bestallcollaborative.com>
Sent: Thursday, April 4, 2024 2:32 PM
To: Alexander Fowlkes
Cc: Scott McDermott - neighbor (smcdermid99@gmail.com); Ariana Vasquez Lokey; julie McDermid (mcdbell99@msn.com); Pamela Bestall; Patti Gill (pattisemler@yahoo.com)
Subject: --{EXTERNAL}-- RE: LARIAT - 19-129748-RZ PLANNING COMMISSION LETTER
Attachments: Bestall Larriat Letter to Planning 040424.pdf
Categories: Public Comment

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Hi Alex.

Would you place the attached letter in the Planning Commission and Board of County Commissioner's packets? I will provide some hearing exhibits in a PDF to you via email and the hearing registration on Tuesday.

Thank you.



Jack Bestall 720.810.6480
JACK@BESTALLCOLLABORATIVE.COM
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April 4 2024

Jefferson County Planning Commissioners

- c/o Alex Fowlkes, Planner

Jefferson County Planning and Zoning

100 Jefferson County Parkway - Suite 3550 Golden, Colorado 80419

RE: LARIAT ODP AMENDMENT - 19-129748-RZ

Dear Planning Commission Members.

The Planning Commission has been presented with a *difficult choice*. Should you approve the expansion of the Lariat and allow a doubling of area and occupancy for a use that negatively impacts the Hiwan Village neighborhood; or decide to deny the amendment, in which case the neighborhood will not receive desperately needed traffic calming improvements?

Good Neighbor. It would be an easier decision if the Lariat had been a good neighbor.

Since the initial rezoning in 2014 (*Hiwan Village strongly opposed*) the Lariat has been operating outside the lines: building without permits; using more area (4,500sf) than approved; hosting events with loud music without permits & adequate parking; and stringing up lighting that is on 24/7 without approvals. The traffic is not what neighborhood foothill streets were intended.



What Expansion looks like – illegal use of the area in 2019

Backdrop for Expansion. It is not that Hiwan Village does not like a walk to brewery; is anti-business; or against dogs as the Lariat portrayed in its social media campaigns. It is more that after meeting with Anders Ruika, he continued business as usual and we were forced to make a complaint resulting in the County citing the Lariat for zoning violations in 2019. That same year the Lariat applied for the ODP amendment; and the threat of expansion has been held over the Hiwan Village home owners while the Lariat's operation continued to impact the neighborhood.

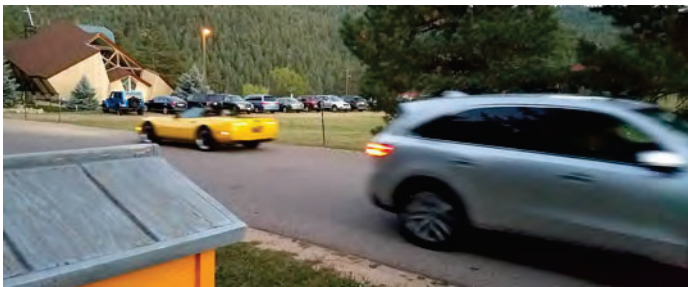
Evaluating the Request. There is not sufficient parking and safe street access to warrant the expansion that is being requested by the Lariat. When the Lariat used this area illegally previously, it resulted in impacts to the neighborhood including: offsite parking; unforeseen traffic at speeds above local residential street standards; and noise levels above State standards.

As much as traffic calming improvements are needed – doubling the area and occupancy of the Lariat is not an equitable trade-off; and the negative impacts currently experienced in the neighborhood will be increased if the expansion is approved by the Planning Commission and Board of County Commissioners.



Group leaving Lariat on Iris Drive

- **Insufficient Parking.** *The parking plan will not meet the Lariat's needs even using Evergreen Church & Ovation West parking because that parking is used during the same peak periods.* Seeking to expand its occupancy by asking for a reduction of the County parking standard and reliance on the Evergreen Church lot without a long-term agreement/easement is a plan without foundation - no permanent commitment.
 - Potential Future. No entitlement (zoning amendment) should be based on a 'potential future' when the same condition has already significantly impacted an existing neighborhood
- **Traffic Calming.** *Traffic calming improvements are needed* and should have been required in the 2014 rezoning on local streets that serve homes with driveways.
 - The County's 2019 traffic counts on Iris Drive resulted in eye-popping numbers.
 - 8,827 automobile trips counted the week of July 16 2019
 - 1,175 average daily trips (ADT) were identified
 - 31mph average speed within a 25mph zone
 - 806 trips over the speed limit on Friday (61.2% of the trips over limit)
 - 786 trips over the speed limit on Saturday (62.6% of the trips over limit)
 - 67mph the highest speed recorded



Vehicle at 38mph on Iris Drive – offsite parking



Wildlife – elk on side of road

- **More Traffic Less Calming.** Approval of the expansion is a quid pro quo to gain already needed neighborhood traffic calming – ***not an equitable good trade-off.***

Given the trade-off I ask that the request to expand be denied.

Jack Bestall

Jack Bestall

Alexander Fowlkes

From: rudzinski@ron@gmail.com
Sent: Tuesday, February 6, 2024 12:56 PM
To: Alexander Fowlkes
Subject: --{EXTERNAL}-- Lariat Lodge, Evergreen - traffic mitigation

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Public Comment

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Sent from my iPhone

Hello Alex & Russ:

My wife and I live at 27589 Fireweed Drive, Evergreen, Colorado 80439.

We would like to add our input regarding the Lariat Lodge traffic mitigation issue.

We definitely would like to see the speed "tables" installed in the area. And would request that one of these be installed between the intersection of Iris Dr and Fireweed, and the Lodge - I. e. on Fireweed, south of the intersection Stop sign and north of the Lariat Lodge entrance.

Traffic does tend to race down or up this section of the roadway at times which is both a hazard for pedestrians and animals, and a disruption to our residential neighborhood.

Thank you for your consideration.

- Ron & Anne Rudzinski

661-373-1613

Alexander Fowlkes

From: Denise Stoner <denise@bodywisehealthoptions.com>
Sent: Monday, January 29, 2024 10:48 AM
To: Russell Clark; Alexander Fowlkes
Cc: Jack Bestall; Catherine R; Patti Semler; Julie Bell; stevenmarkwilliams@yahoo.com
Subject: --{EXTERNAL}-- Lariat Lodge Traffic Concerns

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Public Comment

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Dear Mr. Fowles and Mr. Clark -

I'm writing to follow up with you regarding my concerns for traffic relative to the Lariat Lodge and the health, safety and quality of life for the residents of the Hiwan Village neighborhood. I write as a concerned resident with a profoundly unique perspective of the issue based on my location, a seasoned community health nurse, and the daughter of a father who served for years on the Planning and Zoning Commission of the Connecticut town in which I grew up.

The first thing I'd like to share with you is a situation I witnessed in early December. A family with young children and visiting elders was walking down the Fireweed hill one fine warm Sunday as I visited in my driveway with a friend who had stopped by on his bike ride. One of the youngsters came screeching around the Fireweed and Iris corner on his bicycle just as a car was proceeding down Iris to the same intersection on its way to Lariat Lodge. As the child skidded on the gravel and smashed into the pavement, sustaining injuries to his elbow and hands, the car came to a halt approximately 25 feet from the child. Had one or the other been traveling any faster, I believe I would have witnessed a family's worst nightmare. As it was, I ran down to help the boy, the father got to the intersection seconds later, and the driver of the car was able to leave the scene knowing the child was essentially ok.

As I mentioned in one of my prior e-mail, the Hiwan Village neighborhood has welcomed numerous new residents and families since the initial zoning approval of the Lariat Lodge in this area. **The neighborhood, and particularly Iris Drive, has become a literal "throughway" for traffic to the pub and brewery business at the exact time that the number of young children, young families, people out for walks and walking dogs has also grown. We now have at least 6 children under the age of 6 at this corner and along the eastern edge of Iris Drive, and numerous children, adults and elders who also walk the Fireweed hill regularly.**

In addition to the cars that insist on excessive speeds going to and from Lariat Lodge along Iris Drives or down the Fireweed hill from Lupine Drive or the upper Fireweed Drive, most especially AFTER they have visited the Lariat, (their business hours are 11am - 9pm, but there is customer traffic and employee

traffic up till 11pm) **we also have to deal with the many delivery trucks with four to eighteen wheels that are driving through our neighborhood on a daily basis from 6:30 am to late afternoon.** Some of the drivers are considerate of the neighborhood speed limits, and some are simply “hell-bent” on getting in and out of the area as quickly was possible. In addition, over the years, I have personally seen at least eight trucks and cars that have gone off the edge of the hill either going down or coming up in snowy and icy weather, or trying to back up the Lariat driveway.

As I also stated in my last e-mail, it is my fervent belief that as our zoning commissioners and representatives, part of your responsibilities involve helping the residents impacted by your decision to allow this type of business in a neighborhood to develop and implement workable, compromising solutions. I dread the upcoming summer season of traffic, most especially the motorcycle and automobile clubs with multiple vehicles that have made the Lariat Lodge their destination on weekend excursions. **Mostly, I fear the increase of that very presence should you also approve the requested expansion of the outdoor area that housed the dog patio and numerous outdoor musical events that went well into the warm fall weather.** While I understand the happiness of customers to celebrate in these types of venues, I cannot overstate the impact that those very customers have exerted over our neighborhood. There is a significant effect on noise levels that is beyond description. When I in my garden (and all the other neighborhood residents along Iris Drive) can clearly hear every word of loud conversation, including the increased screaming and foul language that seems to accompany drinking beer and alcohol, I experience a frustration, resentment and anger for insensitive behavior impacting me in profound ways that I have no way of addressing. Your decision to allow the Lariat to be here is deeply affecting me, but I have no recourse other than to state my concerns, and hope for your integrity.

I believe there must be a way to impart to the business owners and their customers the impact of their actions for numerous residents.

I thank you for hearing my concerns, and for dealing with my emphasis in bold text. Over the years that the Lariat Lodge pub and brewery has impacted the quality of life in our Hiwan Village, my concerns have not only **not** lessened, they have most definitely grown stronger. I would also like to acknowledge the work and expertise of Jack Bestall, who is far more eloquent than I regarding specific findings of your testing relative to traffic quantity and speeds.

My concerns come from my heart. In 2007, I bought a run-down house in a quiet safe neighborhood to renovate and provide me with an investment for the rest of my life.

In 2015, the presence of the Lariat Lodge completely changed the "quiet and safe" aspects of my home, all the residences along Iris Drive, and essentially the entire Hiwan Village neighborhood. I trust you will take the necessary actions to prevent any further impacts to the quality of life that was once a fundamental part of living here, while facilitating successful relationship between the county, business and area residents.

Thank you for your consideration.

Sincerely yours,

Denise

Denise Stoner, BSN, RN, LCMT

Founder and CEO

BodyWise Health Options, Inc.

denise@bodywisehealthoptions.com
303-670-2255



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Alexander Fowlkes

From: Jack Bestall <jack@bestallcollaborative.com>
Sent: Sunday, January 28, 2024 6:56 PM
To: Alexander Fowlkes
Cc: Russell Clark
Subject: --{EXTERNAL}-- LARIAT LODGE - ZONING EXPANSION AND TRAFFIC CALMING

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Public Comment

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Hi Alex. Trust you are well.

Would you send me the latest version of the ODP and any other exhibits that have been revised recently (Parking Plan, Site Plan) as we discussed at our meeting on December 7?

Against the Lariat's Proposed Expansion.

I do not believe there is sufficient parking; or safe access to the Lariat to warrant the expansion that is being requested by the Lariat. When the Lariat went outside its zoning allowance and was using the space outside as they are not seeking in the expansion it was a major impact to the neighborhood resulting in illegal parking on the streets; traffic volumes beyond the design of the street system (County conducted counts) and vehicle speeds that averaged above the limit and as high as 61mph; and off site noise above State Noise Standards. These negative impacts can be expected again if the expansion is approved by the Planning Commission and Board of county Commissioners.

For Traffic Calming.

I am for the improvement of traffic calming (table tops not speed bumps) in the neighborhood (on Iris and Fireweed in particular) and appreciate Transportation working this through to allow such facilities within the context of the policy which restricts speed bumps to the plains. However, I ask the Staff to consider how to require traffic calming to be installed with or without the approval of an expansion of the Lariat. Traffic calming, water quality, parking and other improvements should have been required at the time of the 1st zoning approval in 2015 and should not be required now as a 'trade-off' to allowing additional expansion which will only impact the neighborhood more – increasing traffic, vehicle speeds, noise, etc.

The zoning application seeking expansion has been held over the Neighborhood for almost 5 years now (application made in 2019); while the Lariat continued to impact the neighborhood with lights on 24/7; noise (clientele, kitchen exhaust, vehicles); no water quality improvements; insufficient parking; and vehicles speeding over the limit. We met with Anders Ruika and discussed with him the light, construction without permit, parking, sound and use of more GLA than was allowed in the zoning in 2018. He did not agree with us and never addressed the issues; forcing us to make zoning complaints which caused the County to cite the Lariat with zoning infractions. Some of these infractions have still not been addressed.

This situation has been intolerable and has led us to seek out the Staff on many occasions over the past five years. I ask that the County give serious consideration to having the Lariat meet standards for its facility that all developments in Jefferson County must; and not recommend approval of an expansion without zoning being

conditioned to the approval of a Site Development Plan and a recorded access and parking easement that assures there is sufficient parking perpetuity – not based on a short term agreement that cannot be relied on after the ODP has been amended to allow expansion.

Thank you for your consideration.

Jack Bestall 720.810.6480 JACK@BESTALLCOLLABORATIVE.COM

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Alexander Fowlkes

From: Julie Bell <mcdbell99@msn.com>
Sent: Thursday, January 4, 2024 2:25 PM
To: Alexander Fowlkes
Subject: --{EXTERNAL}-- Lariat Lodge Issues in Evergreen

Follow Up Flag: Follow up
Flag Status: Completed

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Dr. Mr. Fowlkes,

I am writing in response to the issues raised at the public meeting for the Lariat Lodge re-zoning request.

First, as a resident living on Iris Dr., the main artery to the dead-end street location of the Lariat Lodge, I am **VERY supportive of traffic calming devices (preferably tabletops)** along Iris Dr. that the Lariat owner said he would pay for if the residents supported this mitigation measure to help slow the vast traffic increase and speeding issues that the Lariat Lodge location had encouraged. The increase in traffic to the Lariat has exponentially increased the noise, congestion and safety concerns along our short residential street. We have many small children in the neighborhood riding their bikes and playing in the streets (we have no sidewalks as you are probably aware), as well as dogs that are frequently walked along our narrow streets (1-2 dogs live in every house along Iris Dr.). Personally, I have two dogs and I can't count how many times distracted and speeding drivers have not noticed me when me and my large dogs are only a few feet away from them. I've regularly had to run into a neighbor's driveway to avoid being hit by a speeding and distracted driver. We've also had a truck crash into a residential yard along Iris by a speeding driver on his way to the Lariat. It is only a matter of time before someone is seriously injured or even killed by the very unsafe driving conditions in our neighborhood. And of course, we have lots of wildlife that are threatened by these same issues.

For this and many other reasons, we desperately need traffic calming devices along Iris and possibly Fireweed. Anders has agreed to pay for this, so let's take him up on this offer and hold him accountable to his promises.

As for the 24-hour lighting issue, it is my understanding that the Lariat is in violation of this because they did not have a lighting plan in place. I heard Anders say that he submitted a lighting plan, and is waiting for Jeffco to respond. However, the Lariat was directed to turn off the after-hours lighting in the parking lot and around the building in February, 2023. We were told that Anders had a family emergency that prevented him from meeting that initial deadline he was given an extension to mitigate this violation. Eleven months later, the lighting situation has not changed and the lights stay on all night. Can you please provide an update on compliance with this violation.

Lastly, I am strongly opposed to any increase in the capacity currently allowed at the Lariat. This neighborhood is at it's carrying capacity with traffic on the dead-end street that services the Lariat, Center Stage, and Bear Essence Salon.

I look forward to your response on the lighting issue.

Thank you,

Julie Bell
970-749-1377

Alexander Fowlkes

From: Denise Stoner <niecinurse@icloud.com>
Sent: Tuesday, December 5, 2023 1:04 PM
To: Alexander Fowlkes
Cc: Jack Bestall; Catherine R
Subject: --{EXTERNAL}-- Follow-Up RE: Lariat Lodge

Follow Up Flag: Follow up
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Hello again, Mr. Fowlkes,

I had the opportunity yesterday to speak with Anders Ruikka, as I wanted to let him know I had written an email to you; I reviewed with him my concerns and the content of that note.

According to Mr. Ruikka, some of the issues have been addressed. He told me he had obtained a bear proof trash container, which was destroyed by the bear within days of it being placed at the parking lot location. I tried to explain that once the bears have been habituated to finding food, they will do ANYTHING to break through/into the trash containers.

And I believe I understand from Mr. Ruikka's explanation to me yesterday that he is awaiting an approval for plan to address the lighting issue.

I hope you will do all in your power as manager of this case to facilitate workable and acceptable solutions to the issues caused by the presence of Lariat Lodge in this residential neighborhood interfacing area, and to assist Mr. Ruikka with his efforts. Some of the problems, for example with speeding, are not his responsibility, per se.... they are also caused by the lack of appropriate county support such as sheriff presence.

I believe there are always answers to problems, and that with the guidance of the Jeff Co commissioners, the business owners and neighborhood residents can come to workable solutions.

Thank you,
Denise

Denise Stoner
niecinurse@icloud.com
303-670-2255



Alexander Fowlkes

From: Denise Stoner <niecinurse@icloud.com>
Sent: Tuesday, November 28, 2023 1:43 PM
To: Alexander Fowlkes
Cc: Jack Bestall; Catherine R
Subject: --{EXTERNAL}-- Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Public Comment

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Dear Mr. Fowlkes,

Thank you for taking the time to speak with me yesterday in response to my message of yesterday morning. As promised, I am writing in follow-up to our conversation.

As we discussed, I have several concerns regarding issues that I feel be addressed. First, the lighting that remains on all night and every night is excessive, and extremely disruptive to our neighborhood. The light pollution caused by their one building disrupts the entire area that is around them, from down below, across Highway 74, and the interfacing part of the Hiwan Village neighborhood. What is perhaps most distressing about this problem is that Anders Ruikka spoke at the Jefferson County meeting and GAVE HIS WORD that the lights would be turned off when the business closed at night so the excessive lights would not be on all night. The disruption to bird migrations in the spring and fall and the impact on wildlife is incalculable. I am outraged that this has been allowed to continue, and quite honestly, cannot in any way understand why it its not being addressed.

Secondly, I spoke to you about the multiple issues with bears accessing the trash containers in that parking lot. This is an issue I was unaware of until neighbors across from me spoke with me this summer about the consistent presence of trash thrown all around the trash bins, DAY AFTER DAY, all through the summer and fall. I am incensed. There is absolutely NOTHING that is ok about this situation. The problem with bears accessing trash is well known in the Evergreen area, most notably because there is no mandate for bear proof trash containers and people somehow seem either too misinformed or apathetic to address this issue without being required to do so. Again, it is COMPLETELY UNACCEPTABLE that this problem is being ignored and not being addressed by the business owners. It was reported to me that an employee told a customer to wait to go outside because the bear was at the trash. With the most fervent of polite but outraged insistance, I call on you to do everything that is in your command to have this issue addressed.

Although I did not speak with you yesterday about the other concerns I have regarding the fact a brewery was allowed to go into a location that interfaces with a residential area, I remain extremely concerned about speeding, especially from drivers who have been consuming alcohol and beer for hours at a time,

and most especially because we now have many young children under the age of 6 in this corner of the neighborhood. I've not yet mentioned the literal parades of sports cars and motorcycles that speed through here on summer weekends (of which Jack Bestall has photos), or the many 12-18 wheel trucks that drive through from 6am - 4pm many days delivering food, beer, alcohol, laundry, linens and supplies. Some of those drivers appear to slow down to minimize noise and dust; many do not.

With all due respect, if the Jefferson County Commissioners choose to make these kinds of decisions that so deeply affect the quality of life for neighborhood residents, then you hopefully have the integrity to address the issues that arise when the business owner does not abide by their publicly stated promises or take care of the issues their presence causes.

Thank you for your prompt call yesterday; thank you for your attention to these important issues.

Sincerely yours,

Denise Stoner
niecinurse@icloud.com
303-670-2255



Alexander Fowlkes

From: Ariana Vasquez Lokey <acvlokey@gmail.com>
Sent: Friday, November 10, 2023 10:35 AM
To: Alexander Fowlkes
Subject: --{EXTERNAL}-- 27618 Fireweed Drive - Comments

Categories: Public Comment

This Message Is From a New Sender

You have not previously corresponded with this sender.

[Report Suspicious](#)

Hello Alex,

Thank you for hosting the community meeting yesterday about the Lariat Lodge. It was very well run and informative.

I wanted to submit in writing that I fully support traffic calming measures being put on Iris and Fireweed. While I know the application had said speed bumps I would also support other traffic calming devices such as a speed table, speed cushion, choker, speed table or cushion with choker. The speeds at which people drive on Iris and Fireweed is one of my top concerns. I am glad that Lariat has agreed to support and pay for traffic calming measures.

Thank you for your time and consideration.

Best,
Ariana

Todd Hager

From: GREGORY DUFFORD <gjsaduff@comcast.net>
Sent: Wednesday, February 5, 2020 2:17 PM
To: Todd Hager
Subject: --{EXTERNAL}--Case# 19-129748RZ

Follow Up Flag: Follow up
Flag Status: Flagged

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I live in Hiwan Hills. I am not a close neighbor of the Lariat Lodge, but I do have a great deal of empathy for those who are. The traffic increase alone caused by this business must be unbearable, but what I have noticed on the nights I have been a patron at the Lariat Lodge is all of the exterior lighting. Although string lighting is festive and attractive, I would suggest that the amount of light emanating from the premises is excessive. I would hope that the business would reduce some of the exterior lighting, and shield whatever it can. Currently, anybody living in the nearby homes with a telescope on their deck doesn't have a prayer of seeing anything in our night skies other than a full moon!

Thank you for your consideration.

Janis Dufford
gjsaduff@comcast.net

Todd Hager

From: Marion80439 <marion80439@aol.com>
Sent: Sunday, February 9, 2020 12:58 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge Zoning

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I would like to support efforts to change the zoning/approve the appropriate zoning for the area next to the Lariat Lodge. I have been there during the summer and observed the patio with patrons/dogs. It was quiet and people were responsible about cleaning up after their animals. The employees were able to manage the area.

Thanks for your consideration,
Marion Jennings
Evergreen Resident/Responsible Dog Owner

Todd Hager

From: Steve Williams <stevenmarkwilliams@yahoo.com>
Sent: Tuesday, March 3, 2020 2:49 PM
To: Todd Hager
Subject: --{EXTERNAL}--Opposition of Lariat Lodge Rezoning

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We moved into our home in Hiwan Hills long before Lariat Lodge and now have to live with the inconvenience, headaches and reduced property value of the bar being near our house. Prior to Lariat Lodge, the commercial traffic on our street was minimal and spread out throughout the week. We now live with the impact of traffic, noise and excessive lighting during lunch and dinner every day. The following are our objections to the proposed rezoning. Please carefully consider the impact this bar and rezoning has on a residential area.

Noise:

We no longer open the windows on the front of our house when the patio is open or when live music is playing. If our windows are open we can sit in our living room and understand the conversations happening on the patio or sing along with the songs being performed. When you consider that we do not have air conditioning it is quite an inconvenience to have our windows closed in the summer, not to mention that nobody should have to lose the solitude of being in their home just because a business located nearby.

The business owner has tried to muffle the sound of the kitchen vent fan but it is still quite loud. We invite you to come stand on our front porch and listen to the noise to judge for yourself if you find it obnoxious. Most of the time the fan runs all night. Even if we couldn't hear the noise from the patio we wouldn't open the windows on the front of our house because we can hear the fan inside our house as well. The fan needs to be moved to the other side of the building.

Lights:

The owner has adorned the building with lights on all the ridge lines of the roof. Those lights are on all night and shine through the windows of our home. We have had to purchase heavy drapes to block out the light at night. While I would like the lights to be taken down but at the very least they need to be turned off at a reasonable time each night.

Traffic:

We have two issues with the traffic. (1) Street parking is still allowed on Iris Street (both sides). When people are parked on the street it causes the traffic going to the bar to bunch up and drive down the center of the road. Please remember this is a residential area with driveways, kids riding their bikes and mail boxes. I believe eliminating street parking on Iris would solve the problem. (2) We also have the unique problem of car lights from bar traffic shining in our main living area windows after dark. I suspect nobody else has this problem but if the owner would work with us to plant trees along the road in front of our house this issue could be resolved.

Williams Family

Hiwan Hills Residents

Todd Hager

From: Heather Hoglund <heather@hoglund.com>
Sent: Monday, February 24, 2020 2:41 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge Rezoning - Support

Hello -

I am in support of rezoning Lariat Lodge. The Lariat Lodge has been a favorite spot for us to stop at even before we moved to the Evergreen/Kittredge area. It's one of the few places in town with a dog friendly patio, spectacular views, and delicious food and beverage. On top of this, the rezoning is for square footage already being utilized by the brew pub, meaning there is no expansion necessary. Why would we risk pushing this establishment out of our community?

Anders is clearly willing to work with the current residents of the neighborhood to solve issues like noise and light pollution, as well as enforcing speed limits. It was evident at the community meeting that Anders and his team have already taken steps to fix things at the restaurant per prior complaints from the neighborhood residents, even when, contractually, he was not obligated (ex: kitchen fan, outdoor music, etc.).

The noise and traffic issues are understandable, as I would not want traffic speeding by in front of my house, but the fact of the matter is the lot was zoned as planned development before most of the residents purchased homes in the neighborhood. It leaves me confused as to what most of the residents were expecting on that lot, but it also does not directly correlate to the rezoning issue. Yes, these issues of traffic and noise need to be addressed and solved, but not at the expense of a responsible business owner and contributing member of the Evergreen community.

Thank you for considering my thoughts on this matter,
Heather Hoglund
Kittredge Resident/Dog Owner

Bestall Collaborative Limited

Planning Environment Construction Management Development

April 23, 2020

Mr. Todd Hager - Planner & Case Manager
Planning & Zoning Division Jefferson County
100 Jefferson County Parkway Golden, Colorado 80419

RE: Lariat Lodge Rezoning – 1st Referral Comments

Mr. Hager.

It is my understanding that the applicant has received the March 5th - 1st Referral comments for its Rezoning application. There are several aspects of the applicant's submittal and the referral comments that require clarification, additional information and analysis.

Background - Perpetuation of a Myth as to Use.

The applicant continues to perpetuate a myth that nothing changed when the restaurant use was approved for the Lariat Lodge & Brewery from the original use. That is incorrect and does not adequately provide a description of the impact the new use has had on the neighborhood. The property and the buildings were used originally as a Christian Conference Center primarily during the summer and fall seasons – which is a very different type of use than a commercial restaurant, retail service, residence and office uses operating 7 days a week 6am – midnight in the case of the restaurant.

Traffic Implications.

The traffic considerations for a conference center are quite different than for the commercial businesses now housed in the conference center buildings. There are very few daily trips associated with a conference center and more occupants are in each vehicle with vans and buses used to transport many conferees in and then out once at the beginning and end of a conference. That is in part, why there was never a need for many parking spaces.

- Traffic should be measured for the entire project impact not just for the additional request of GLA. This is a classic cumulative impact condition – once in with the initial impact that has had a major adverse impact – the effort is made to just measure the incremental impact on the new base traffic. That is not an accurate measurement and consideration of the impacts on local streets were not designed to carry such traffic volumes.

General

- Item 2. The submitted Cover Letter states the business has 265 total seats while the submitted Transportation Analysis notes the proposed land use at a maximum of 200 seats. Analysis will be required to show the impact of the actual number of seats in the structure.
- The original conference building upstairs had four lodging rooms and one meeting room – the change to restaurant seating in the upstairs is a major change with associated impacts.
 - The decks areas should be included in the LGA.
 - The outside area should be treated as a sit-down restaurant, dog park and event space with stand-up crowds – that is what the Lariat uses it for.
 - When the Lariat Lodge opened, the outside area was not used and social media had not taken hold as part of the marketing effort. In year 2 the outside area began to be used – tables for restaurant seating, tent structures and umbrellas, and entertainment venue facilities were set up. This grew with group events and events sponsored by other businesses. Traffic and parking demands grew with it. The events promoted the daily use of the facility causing traffic to increase on the streets to over a 1000/day as measured by Jefferson County.

720.810.6480 jack@bestallcollaborative.com PO Box 2223 Evergreen Colorado 80437

Bestall Collaborative Limited

Planning Environment Construction Management Development

ODP Document:

Item 3. Add no outdoor amplification allowed.

- This would be a big help – but, events should not be permitted, and groups of greater than 20 should not be allowed outside. In actual operation, this area has become uncontrolled.
- The best resolution would be for the outside area not be available – except for the decks on the building.

Parking:

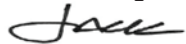
Item B. Although the Reciprocal Parking Easement agreement submitted states shared use of the parking lot to the south, consideration of the parking cannot be used as Church of the Transfiguration Official Development Plan does not allow the primary use of the subject property. Please refer to the Zoning Resolution Section 14.F.1.a.

- Shared use of the Evergreen Church to the north should be carefully considered as well to see if it is actually feasible. It is not available if the Church is occupied; and it has events in conflict with the restaurant schedule.
- There is also a shared parking with the Center Stage – this is an unworkable situation when the Center Stage is in practice or event mode. The Center Stage was not developed with adequate parking and it runs out of space with the restaurant in operation.

It is unfortunate that the Lariat attempted to take advantage of its situation and continue to add outside of its approved zoning. It is also unfortunate that the Lariat continues to attempt to influence its clientele against the neighborhood through its website and social media. The neighborhood is not against business and residents go to the Lariat. However, the residents and businesses are attracted to this community because of its beauty, lifestyle and wildlife.

The Lariat has had a major adverse impact on those values and on the people that live here. It has become a square peg in round hole. This is especially apparent now during the pandemic when it is not open for business. The neighborhood has returned to what its quiet, serene condition prior to 2015 and we can all breath again and not hear the constant vehicles speeding by, kitchen fans, slamming doors, electronic music that emanated from the Lariat.

Many in this neighborhood wish to continue to work with Jefferson County on rectifying the traffic safety, noise and lighting impacts. Thank you for your consideration of these issues.



Jack Bestall, Principal

Bestall Collaborative Limited

Todd Hager

From: Sean Ender <sa.ender7@gmail.com>
Sent: Monday, February 24, 2020 2:48 PM
To: Todd Hager
Subject: --{EXTERNAL}--In Support of Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

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Mr. Hager,

I'm writing to support Lariat Lodge Brewing in their efforts to rezone their business in order to incorporate the outdoor space back into their business. The Lariat Lodge is a wonderful business that contributes greatly to the greater Evergreen community and lifestyle. I spoke to this at the first meeting on this issue, expressing that without the Lariat Lodge our town would be a lesser place. Lariat Lodge has shown numerous times that they are willing to be respectful to their residential neighbors by ceasing outdoor concerts, and making improvements to their building to minimize noise. In addition, Lariat Lodge positively impacts our community. They hold fundraisers for organizations like the EAPL, and have even raised funds to help an employee and new mother in a time of great financial need as she battled a health emergency.

In question is Lariat's ability to utilize space that is already on their property, the patio and what they call the "Bark Garden." This is a space that is unfortunately fairly unique in the area. It's no secret that this community loves recreating outdoors, and it's also not a secret that a great many of us have our dogs with us wherever we go. Lariat used to be one of the few places, and in my opinion the best place, to visit after a hike or a paddle. We could sit with our companions on the patio, enjoy a beer and a meal while meeting new friends. The area wasn't loud, it was kept clean, and patrons respected Lariats rules as well as their neighbors. It would be a shame if this area permanently went away.

At the initial community meeting there was opposition based on noise and traffic. I wrote earlier about Lariat's willingness to be respectful to the neighboring residents. Anders has shown time and again that if the neighbors have complaints that he is willing to listen and do what he can to coexist in a respectful manner. There is nothing that says Anders had to change any of the business's activities, but he did and that speaks a lot to his character and responsibility of his business.

Second, regarding the traffic - I can sympathize with the neighboring resident's complaints about an increase in traffic. However, I feel that the solution to this problem is not to punish a responsible business owner. The area where the Lariat Lodge calls home was always zoned as commercial property. So whether you moved to that neighborhood before or after Lariat, it was always a guarantee that a business would eventually go in there. The increase in traffic and issues that come along with that can and should be solved, but not at the expense of a responsible business and contributing member of our community. As a community we should appreciate that the business that did go into the area respects and works to improve relationships with his neighbor. The area could certainly be occupied by any number of other industries that potentially create even more noise and traffic, but who would not care how that effects the neighbors. Any successful businesses will increase traffic. There are ways to improve roads and mitigate traffic issues, but to me that is a separate issue that should be addressed as such.

The question at hand, should Lariat Lodge be granted permission to rezone and expand onto an area already established. Absolutely! Lariat creates jobs and revenue for the community. Lariat provides an enjoyable experience to a great number of citizens in the area. Lariat contributes to the community through philanthropic efforts. I support the Lariat Lodge and I support this rezoning application because I want to live in an area where a place like this can thrive.

Thank you,
Sean Ender
Kittredge Resident

Todd Hager

From: PAUL A PHILLIPE <everphillipe@msn.com>
Sent: Sunday, September 13, 2020 2:49 PM
To: Todd Hager
Subject: --{EXTERNAL}--Case #19-129748RZ

Follow Up Flag: Follow up
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To: Todd Hager
From: Karen Phillipe
everphillipe@msn.com
Sent: September 13, 2020
Subject: case # 19-129748RZ

Todd Hager,

I am writing in opposition to the expansion of the Lariat Lodge in Hiwan Village, Evergreen, Colorado. My husband and I have lived in our home in Hiwan Village for fifty one years. We have experienced many changes over the years which have been positive changes until the Lariat Lodge came into our once peaceful and quiet neighborhood. We walk most days and have encountered speeding traffic and inconsiderate drivers coming from Lariat Lodge, and if Lariat Lodge is allowed to expand it will get much worse which will make it unpleasant to walk in our own neighborhood. Yesterday there were thirty very loud motorcycles that went down Iris coming and leaving Lariat Lodge. There is only one way in and one way out to access Lariat Lodge. We also have new families in Hiwan Village that have young children that like to ride their bikes and the added traffic would be dangerous to the children. This is a residential neighborhood and we hope people will respect and be considerate of the people that live here young or old.

We also in opposition to the loud kitchen fan and all of the outside lighting. Those problems have been addressed before at another meeting but no improvements have been made.

Thank you for your consideration.
Karen and Paul Phillipe

Sent from my iPad

Todd Hager

From: Colin Rittgers <colin.rittgers@gmail.com>
Sent: Monday, June 1, 2020 10:13 AM
To: Todd Hager
Subject: --{EXTERNAL}--Bark Garten at Lariat Lodge

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Mr. Hager,

My wife and I love the food and atmosphere at Lariat Lodge, and we really enjoy having our pups with us. We are disappointed that the Bark Garten is currently closed due to zoning issues.

There are so few places to enjoy food and drinks with our pups already, so we would really like to see the zoning restrictions lifted and the Bark Garten reopened.

In this time where restaurants are struggling to survive, and outdoor seating space is necessary for the success of restaurants, the Bark Garten should be reopened.

Thanks in advance for your concern and action on this matter.

Colin Rittgers
Arvada, CO
(720) 663-8662

Todd Hager

From: Scott McDermid <smcdermid99@gmail.com>
Sent: Monday, September 21, 2020 1:33 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge case # 19-129748RZ

Follow Up Flag: Follow up
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I am writing concerning the zoning application for the Lariat Lodge in Evergreen. I am a nearby resident and am one of many being impacted by this business operation. I would like the records to show that I am strongly opposed to the approval of this rezoning application. The Lariat Lodge has a proven record of operating outside of previously approved zoning and was issued a number of violations last year. This business is highly impactful on the residential neighborhood where hundreds of vehicles now travel per day.

- This expansion will negatively impact the surrounding residential neighborhood forever. Unfortunately, we are seeing a significant increase in traffic and noise, all directly related to the Lariat Lodge. We have been subjected to over 1000 vehicle trips per day, delivery trucks at all hours and amplified music events. The volume and speeds at which vehicles now travel streets like Iris Drive have made this an unsafe place to live.
- The local streets were never designed for this volume of traffic and any zoning must include the requirement to have the Lariat make off-site improvements for traffic calming.
- Outside lighting at the Lariat Lodge fails to conform to dark sky standards and is on all night. An approved lighting plan must be submitted and approved.
- This business continually fails to meet noise ordinances, especially with the kitchen exhaust fan.
- Parking is another issue that must be addressed. This business does not have adequate parking in a long term agreement or easement. Parking overflow routinely affects the surrounding neighborhood.

I am requesting that the Lariat Lodge not be allowed to expand their outside seating above what was in the original, approved zoning when the business started. Any increase in seating will only create a greater impact to the surrounding residents through traffic and noise. From the Lariat Lodge's own traffic analysis, it is estimated that there will be 998 vehicle trips per day and 1,249 trips on each Saturday. This volume of traffic is completely unacceptable to route through a residential neighborhood on streets that are designed for a fraction of that amount.

Thank you for your time. Please contact me with any questions.

Scott McDermid
27873 Iris Drive.
Evergreen, CO
970-529-3424

Todd Hager

From: Andy O'Dower <andyodower@gmail.com>
Sent: Wednesday, July 1, 2020 6:34 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge

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Please help Lariat lodge with their zoning request!!!

--

Andy O'Dower | andyodower@gmail.com | odower.com | [@odower](https://twitter.com/odower) | 303.513.0469

Todd Hager

From: Julie Bell <mcdbell99@msn.com>
Sent: Monday, September 21, 2020 6:22 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge expansion proposal

Follow Up Flag: Follow up
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Dr. Mr. Hager,

I am writing to state my opposition to the proposed expansion of the Lariat Lodge Brew Pub. The Lariat should not be allowed to use the outside area except for the decks attached to the building. Especially since they constructed the outside seating area illegally and outside of their original permit. Why should they be rewarded for breaking the rules and not following proper procedures? They have used social media to promote the false narrative that the dog area and concert venue were closed because of neighborhood complaints. You know the truth that Jefferson County restricted the outdoor space because the owners expanded illegally outside of their permitted operating area. Now that they are finally following procedures, I am asking that the county deny the Lariat's proposal to double their capacity. If allowed to expand, the restaurant will exasperate an already untenable situation regarding the lack of parking, traffic and safety concerns, noise intrusion, and excessive lighting that is on 24 hrs. daily.

When Anders Ruikka first testified before Jefferson County in his request to re-zone this area for the Lariat Lodge, he stated that noise would be reduced from it's use as a Conference Center. This is not the case, in fact noise levels have increased. Mr. Ruikka also stated that crowds would be reduced since some square footage would be reduced for kitchen and bathroom facilities, and that there was not much room for expansion beyond the 4,000 sq. ft. space. However, now he is proposing to more than double capacity. After 5 years in operation, the negative impacts to this neighborhood have been proven and if the Lariat is allowed to double their capacity, this will result in doubling the negative impacts to the surrounding neighborhood.

First, let me state the mischaracterization of opposition promoted by the Lariat Lodge to the proposed expansion. They are attempting to portray any opposition to their restaurant as neighbors opposing the Lariat dog park. There are at least 15 dogs living in the residences between Meadow Dr. and the Lariat parking lot. We love our dogs and do not want them run over while walking our neighborhood streets. The outdoor space was built illegally outside of their original allowable permitted space. It is not about opposing a space for dogs outside, it is about the illegal doubling of occupancy into a space that was constructed without permission from Jefferson County.

Parking: When originally proposed, the Lariat stated that they had 50 parking spots on their property and an easement for an additional 30 on the nearby Church property under a temporary agreement. If this temporary agreement with the Church ends, the doubling of the allowable space would result in an additional strain on the neighborhood with an even more inadequate parking situation. There are many days, particularly on the

weekends, when I have counted well over 100 cars parked on the Lariat property and at the Church. Where are the additional 100 cars supposed to park if the restaurant doubles its capacity? And the argument by Mr. Ruikka that if there is no parking, customers will leave does nothing to alleviate the traffic on the residential streets traveled to discover that parking is inadequate. The Lariat should prove that it has parking in place for its use in perpetuity, not simply a contract that could expire. It should be an easement that is recorded and not a weak parking agreement.

Traffic and Speeding: When the Lariat Lodge was first proposed in 2014, the original traffic count was 25-27 car trips in the morning and the same in the evenings on Iris Dr. The Lariat's own traffic analysis conducted last year shows that there are now 998 daily trips with as many as 1,249 on Saturday. That is an exponential increase, especially for a street that dead ends at the business! Even for an area that is zoned residential on one side of the street and limited commercial on the other, this increase is extremely excessive. On a recent Saturday, I counted a group of 30 motorcycles, many with 2 occupants, driving down Iris Dr. The noise was extremely disruptive for about 15 minutes both during their approach to the restaurant and upon departure (no doubt all were accommodated, despite COVID restrictions since they were at the Lariat for about 2 hrs). And this is not a rare occurrence. In what other residential neighborhood is this acceptable? And of course, there is a constant stream of cars, trucks, and motorcycles speeding down Iris Dr. every day of the week which makes it extremely unpleasant for residents to sit on our decks, walk through our neighborhood, or have windows open in their houses. When the space was used as a conference center, this was not the case since traffic was concentrated to specific days when events took place, not all day, every day of the week. And when the Lariat first opened and only used the allowable permitted space, traffic was much less than it is now since they illegally built the outside space and doubled their permitted service area. Any zoning should be conditioned to require the Lariat to make offsite improvements, such as traffic calming devices like table tops, lane controls and signage. Despite the argument of partial residential and partial commercial use, the local streets of Hiwan Village were not designed for this type of traffic volume with only one way in and one way out.

Safety: Many vehicles speed every day down Iris, Fireweed, and even Lupine while driving to the Lariat. While the Lariat is not directly responsible for speeders, the fact that many more vehicles traveling through the neighborhood would undoubtedly result in more vehicles exceeding the posted speed limit. This is already a big problem and by doubling the size of the restaurant, there would undoubtedly be an increase in hazards for those walking, running, biking, and residents simply trying to enjoy their property. In a neighborhood where there are no sidewalks, increasing traffic would threaten the safety of pedestrians.

Noise: The traffic noise is intrusive, but the noise from the outside events have often exceeded the allowable 55 decibels. On numerous occasions, we have measured noise levels as high as 69 decibels while standing on our deck, well over 100 ft. from the Lariat. Some weekends, we cannot even hear our own conversations within our house due to concerts in the outside area where the Lariat Lodge has illegally expanded. Equating the impacts of the Elks Lodge, which has maybe 15-20 events annually that impact the neighborhood, with a restaurant that operates 7 days a week is a false equivalence. The Lariat has much more of a constant and daily impact on the peacefulness of the neighborhood than the Elks Lodge has annually. In addition, the kitchen exhaust fan often runs 24 hrs. daily and exceeds allowable noise levels. It is a constant audible intrusion. While the owners have claimed to mitigate the fan, whatever was done has not changed the noise level.

Lighting: The existing lights are very intrusive and shine in our windows from dusk until dawn. The neighbors have mentioned this to the owners many times, but nothing has been done. In fact, they recently installed an LED light that is brighter than the one it replaced. It is pointed directly at our house and is much brighter than

it needs to be, especially since other lights also remain on all night. When contacted about this, the owners said the light was required by the county and that nothing could be done about it. The Lariat should be required to submit a lighting plan and outside lights should be modified to conform to dark sky standards. Action should be taken on this now – we shouldn't have to wait as more lights are added and kept on 24/7.

The owners have paid lip service to working with neighbors to mitigate some of the negative impacts caused by their restaurant. However, they have yet to make changes to anything other than nighttime deliveries. They have been aware of many of these concerns for about two years and have yet to make relatively simple adjustments to lighting and fan-noise that would go a long way to making them good neighbors. While I know that the Lariat Lodge is here to stay, the business should try and work with their neighbors and not defy the intent of a peaceful existence for homeowners.

Thank you,
Julie Bell

Todd Hager

From: Isaac O'Kelly <isaacsokelly@gmail.com>
Sent: Saturday, July 18, 2020 1:24 PM
To: Todd Hager
Subject: --{EXTERNAL}--The Bark Garten of Evergreen's Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

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Hi Todd,

Hope you're having an ok day. I'm having an ok day. It was a great day, until I heard of your nefarious plan to exile ALL DOGS from the Lariat Lodge. This seems a bit extreme, no? I can assure you, some of the patrons of the Lodge are far more disruptive than their furry companions. As a lifetime resident of Evergreen, I see no reason to prohibit dogs on the front patio of the restaurant, and furthermore, there are more than an handful of restaurants in the Evergreen area which have outdoor spaces that permit dogs; I'm not sure what about the Bark Garten distinguishes it from other outdoor spaces in similar restaurants. Please focus on more pressing issues within Jefferson County and leave us and our dogs alone. Thank you very much and have an ok day.

— Isaac O'Kelly

Todd Hager

From: Joanna Redwine <joanna.redwine@gmail.com>
Sent: Sunday, September 27, 2020 8:15 PM
To: Todd Hager
Subject: Re: Comments on Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

Hello again Todd,

I just want to make one more thing clear. The traffic study found that 25-42-ish % of drivers were speeding. This translates to the hundreds of drivers a day I was referring to that drive unsafely. However, I think it is important to also point out that that means 75-58% don't speed, and that is so appreciated by the neighborhood. I interpret the safe drivers to be either locals or people who have been to the Lariat before and perhaps understand the context of where the bar is. I want it to be understood that we recognize all of the conscientious drivers and patrons of the Lariat Lodge that drive safely past our houses and that we appreciate that element of caution and respect. The problem isn't the majority of patrons who are respectful. The problem is that the minority do cause a very large problem for us. And, again, the fix is rather simple. Signs, traffic calming, painted center lines, enforcement, lowered speed limit, and perhaps looking into alternative approaches to the Brewery.

Thanks for your time and consideration,

Joanna Redwine

On Sun, Sep 27, 2020 at 4:20 PM Joanna Redwine <joanna.redwine@gmail.com> wrote:

I am writing to you as a homeowner on Iris Dr who has been significantly impacted by the Lariat Lodge and their customers. I attended the community meeting in 2019 and I want to reiterate the comments I made at that time.

1. The traffic on Iris Dr is not compatible with a neighborhood as it is now, without the Lariat Lodge expansion. We have a 3 year old and two dogs and enjoy walking around the block on evenings and during the weekend. This is not safe any longer on Iris Dr.

The traffic study suggested that the current signage, speed limits are sufficient for the neighborhood. First, I disagree for reasons I will expand upon below. Second, the speed limits are not adhered to. So, if one argues they are sufficient for the neighborhood, there needs to be an element of enforcement to stop the hundreds of speeding vehicles a day, including one clocked at 67 mph. With the absence of law enforcement enforcing the speed limit, traffic calming structures are important to install to enforce that vehicles do stay at or below the speed limit.

- You can tell when the drivers are local and when they are not. The driving behavior is different. I think the majority of speeders and unsafe driving is not intentionally careless. I think people are in a new place and busy with their own thoughts and conversations in their cars and aren't adequately aware of where they are and that they need to slow down and yield to people and animals. In contrast, the patrons of the Elk's lodge are local and they drive slowly and respectfully through the neighborhood. This is nearly universally true whether it is a typical Friday evening, a school dance being held at the lodge, a wedding. The patrons seem to understand they are in a neighborhood and they drive accordingly. They don't speed. They stay on the correct side of the road. They are mindful to the

neighborhood walking their dogs and small children. This is a stark contrast to the Lariat Lodge patrons. **I think what is needed is very clear signage and traffic calming devices to help instruct the Lariat Lodge patrons on how to follow the speed limit and to yield to people and animals. And very clear signage that wildlife on these roads is common and to proceed slowly.**

- I understand that the eastern side of Iris Dr is zoned commercial and not residential. I argue that does not mean that 100% of the traffic behavior should be more appropriate for commercial rather than residential. I think signage, traffic calming, stripes on the streets, law enforcement, and perhaps sidewalks, are all necessary to live with the volume of traffic that NOW EXISTS for the Lariat. I think increasing volume of traffic in this setting is not reasonable. And I suggest that the Lariat consider using the outside at the expense of part of the inside of its restaurant when weather permits rather than in addition to the inside. In this way they can have a dog park and not increase the number of patrons.

- Many people seem to be driving to the Lariat from outside of Evergreen and I suspect many do not immediately recognize they are entering a neighborhood because they think they are driving to a bar, which is generally located in a town, not a neighborhood. I think clear signage as you turn onto Iris from meadow stating you are in a neighborhood, speed limit is 25 mph (or lower would be better!) would really help.

- I have witnessed at least 15 narrowly averted head on collisions on the corner by Iris Dr. and Loco lane. The drivers leaving the Lariat take the inside corner and nearly hit drivers heading to the Lariat Lodge. There needs to be a reflective curve sign, a center line painted on the road, and I strongly feel a speed limit lower than 25 mph at least for the curve is necessary.

- We commonly observe drivers leaving the Lariat approach the curve at Loco Ln and stop in the middle of the road as they are confused about where to go. Stopping in the middle of the road causes obvious traffic dangers to others. This is an odd intersection. Again, there needs to be a curve sign.

- There needs to be enforcement of the speed limit. Word of mouth works, if several of the 100's of speeders per DAY(as evidenced by the traffic study) were stopped and ticketed, staff and patrons may then heed the speed limit and pass the word on to others to do so as well.

- I think that lowering the speed limit on Iris Dr. to 15 mph is warranted. There are no sidewalks, the road is narrow, as the volume of traffic is now, it is unsafe for me to walk my dogs on the street.

- The volume of traffic makes evenings and weekend days outside in our yard unpleasant. The loud motorcycles are unpleasant and are common.

- During the summer we spend many hours outside in the evenings. Routinely, the last group to leave the Lariat lodge hang out together in the parking lot, this is something I don't have a problem with, but then they all would leave at the same time, in a row, and speed fast past our house. I felt like this was intentional and it was a big "F-U" to the neighborhood. I would love to see that stopped.

- Many cats, elk, and deer have nearly lost their lives to Lariat Lodge patrons.

2. The noise from the hood should be kept at or below the standards set by the county. Presently it does not.

3. The lights on the building should conform to dark sky regulations, currently it does not and it is left on 24/7.

4. Below are a list of alternatives or compromises that could possibly allow the bark park to be preserved while minimizing the impact to the neighborhood:

- Perhaps the Lariat Lodge could maintain the current level of seating, but transition to the outside in months when the weather is nice, with fewer people inside, and move to more people indoors during

the cold months. In this way, they could have the bark park but not increase the impact to the community and neighborhood. Close the upstairs and part of the dining room in order to open the outside. Traffic and lighting problems still need to be addressed, even if the number of patrons does not change.

- What about working on a better entrance from Highway 74? Or parking at the church alongside Bear Creek to alleviate some of these issues?
- There are alternatives that don't disregard the neighborhood's needs. Please direct the Lariat Lodge to consider all of these alternatives and the strong opinions of the neighborhood regarding traffic.

The Lariat lodge owner and employees have defamed the neighborhood on social media by claiming we do not like dogs and are against the dog park. This is a lie. We have two rescue dogs. I believe there are nearly 20 dogs that live on Iris Dr and Fireweed nearby the Lariat. Personally, we love taking our dogs to breweries that allow it and enjoy other people's dogs when we are out. What we do not like, however, is nearly being run over on Iris Dr. by Lariat Lodge patrons. This happens frequently as the patrons seem unaware of their surroundings and need to be reminded. With signs and traffic calming devices. And a word upon leaving by the Lariat staff perhaps?

We don't dislike the Lariat Lodge itself, nor the owner, nor the staff, nor the patrons. We want to be respected as a neighborhood and that respect and consideration has not been adequately extended by that business. Taking care of your neighbors should be part of the successful business model. Lying about the intention of the neighborhood to rile up the larger Evergreen community against us is not appreciated. We're not asking for much. Just turn down the hood, turn down the lights, and help with the traffic problem your business created. Be nice and enjoy your success. Celebrate that success by helping the neighborhood you occupy co-exist with that success.

Thank you,

Joanna Redwine

Todd Hager

From: Lee Anne Powers <leeannepowers@icloud.com>
Sent: Tuesday, July 21, 2020 2:55 PM
To: Todd Hager
Subject: --{EXTERNAL}--Keep the dog patio at Lariat Lodge

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Saw the sign when eating at Lariat Lodge last week. Why close this wonderful dog area at the restaurant? It's out of the way (unlike many dog friendly restaurants) and so popular.

Why? Please don't.

Lee Anne Powers
Hiwan Golf Club neighborhood, Evergreen

Sent from my iPhone

Todd Hager

From: Jack Bestall <jack@bestallcollaborative.com>
Sent: Thursday, September 24, 2020 10:39 PM
To: mschuster@co.jefferson.co.us; Russell Clark; Todd Hager
Subject: --{EXTERNAL}--LARIAT SHOULD PROVIDE THE TYPICAL INFORMATION REQUIRED FOR ODP'S DURING THE ZONING PROCESS NOT AFTER

Follow Up Flag: Follow up
Flag Status: Flagged

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Gentlemen.

The Lariat is asking to increase by 4,700sf and allow continued use of the area it has been illegally using the last 4 years. It is important that the County not go down the same path followed in 2014 and consider and approve zoning without appropriate plan information and public participation. The impacts are already known for the requested expansion. The applicant must provide a preliminary Site Plan, Lighting Plan, Offsite Roadway Improvement Plan and conditions that would manage and control the impacts on the use of the outside area.

The comparison of a conference center facility for groups with longer stay, well managed functions in 2014 to a 7 day a week brewery/bar/restaurant that has taken to hosting events with electronic amplification, without sufficient parking, and no control over after hours security, and the volume and speed of traffic was inaccurate at best and disingenuous at worst. It was not possible to consider the appropriateness of the zoning request then and certainly now – evaluating a request for expansion without sufficient information is even more difficult.

1. On its face, the Lariat should not be allowed to expand and additional 4,700sf. Having operated illegally at this size over the last four years, based on the County's traffic counts and the Lariat's traffic memo we know that the traffic has increased from 100ADT to 1250ADT and is overwhelming the local neighborhood streets and creating an unsafe condition for pedestrians. The local streets were not designed for this volume of traffic – they have no sidewalks, no traffic calming, and have a section that is less than 22' wide. This unsafe condition has severely impacted the neighborhood.
2. Based on the Lariat's request for amending its zoning – the Staff, Planning Commission and Board of County Commissioners must have sufficient information to evaluate the zoning request and Planning has the authority to require the Lariat to provide this information now (at least in the form of preliminary plans, parking easements, standards and operating procedures which can become a condition of the zoning) as part of the zoning process. It is important to note that now is the time to adequately engage the public, rather than consider the zoning and then require plans at the time of Site Development Plan when public engagement is very limited and there is no adequate public forum. Disallowing public participation in the review process is particularly important in this case because Hiwan Village does not have an HOA and the built-in means to participate and organize within that organizational structure. Further, the onsite and offsite evidence of impacts to the neighborhood and surrounding area is already documented and should factor in to the evaluation of the facility and the impacts the type and extent of the existing use are having.
3. The Lariat, by Resolution, must meet the standards that other similar businesses are required to meet in Jefferson County and submit as part of the ODP, at a minimum a Conceptual Site Plan, Development Standards, Operating Conditions, traffic mitigation plan showing how it meets parking, sound abatement and proposes to meet the existing and proposed traffic mitigation requirements as conditions of the zoning. My experience with ODP's is that this information is typically required at the time of submittal and review of an Official Development Plan; and I am not finding any of this information on the website.
 - a. Parking. The plan must be shown that there is sufficient, ADA accessible parking within 250' of the building entry. The parking facilities must be improved to County dimensioning, striping, paving and

lighting standards. If shared parking is necessary to meet the parking requirements and other properties are utilized – agreements between the properties must be prepared to County standard in the form of easements with maintenance agreements that are recorded to run permanently with the properties forever.

- b. Roadway Improvements. The existing streets do not meet commercial standard and are inadequate to the Lariat in their current condition since the Lariat's traffic volume is 10X the amount that would be used daily by the residents. The Lariat must prepare an offsite roadway improvement and maintenance program that provides for adequate signage, striping, paving and traffic calming improvements including three table tops – one on the hill coming up off of Meadow Drive; one on the Iris straightaway; and one on the hill on Fireweed near the Lariat. A traffic calming improvement should also be considered at the intersection of Loco and Iris Drive. The Lariat should be required to provide the design and improvements for the roadway improvements as an offsite impact.
- c. Lighting Plan. The lighting on the Lariat building, out-buildings and parking areas is not to County standard and was illegally placed without a Lighting Plan. A Lighting Plan should be required during the zoning review to address how the building and parking areas are going to be made safe without flooding light offsite or impacting the night sky view shed. The lighting should also fit the character of the Lariat Building which holds prominence in the history of Evergreen – and lighting placed for commercial purposes may not be appropriate or respectful of the architecture and significant events that once occurred on the property.

Even if it were possible to mitigate the expansion – it remains to be seen if it is the appropriate type and extent of a land use based on its location, lack of emergency access, and known existing impacts to the adjacent neighborhood.

Please let me know when we can discuss this and how and when this information will be made available by the applicant.

Thank you.



BESTALL COLLABORATIVE LIMITED 720.810.6480
jack@bestallcollaborative.com PO 2223 Evergreen CO 80437
Planning Environment Construction Management Development

Todd Hager

From: Lori Hugh <lorihugh@comcast.net>
Sent: Friday, August 7, 2020 5:00 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat bark garden

Follow Up Flag: Follow up
Flag Status: Flagged

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I could not get on website to sign petition but please keep this special place open. It's one of the few spots to safely enjoy time you with your furry friend while safely socializing with your human ones. More laces like this are needed Lori hugh

Sent from my iPhone

Todd Hager

From: Jack Bestall <jack@bestallcollaborative.com>
Sent: Thursday, September 24, 2020 11:08 PM
To: Todd Hager
Subject: --{EXTERNAL}--HIWAN VILLAGE ANTI-DOG - REALLY?

Follow Up Flag: Follow up
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Hi Todd.

As we enter the weekend zone and traffic continues to grow on the way to the Lariat – it needs to be documented that the Lariat has been very disingenuous in trying to attract support from its patrons by claiming on its website and through social media that Hiwan Village is against dogs and the Lariat's 'Bark Garden'. Rallying an outcry about how mean the neighborhood is in trying to shut down a dog park. We didn't know that was an approved use at the Lariat – but, we certainly aren't anti-dog.

This isn't about neighbors being anti-dog; its about reclaiming our quiet neighborhood and feeling safe to walk a dog as the Lariat promotes its 'Bark Garden' and invites more and more visitors and traffic into the neighborhood. The Lariat's own traffic engineer has documented what we knew – 10X the number of vehicles (1250) are using our streets on their way to the Lariat each Saturday. We are conducting a dog census and have already gotten to 15 dogs along Iris Drive and we are just starting.

I have two dogs – note how worried they look watching the traffic go by. I don't blame them.





The neighborhood is worried too – this is Saturday morning two weekends ago. 32 bikes – 42 riders.
Thanks.

Jack

BESTALL COLLABORATIVE LIMITED 720.810.6480
jack@bestallcollaborative.com PO 2223 Evergreen CO 80437
Planning Environment Construction Management Development

Todd Hager

From: Lisa Cornacchia <mrs.c1@mac.com>
Sent: Sunday, October 4, 2020 2:05 PM
To: Todd Hager
Cc: evergreen.manager@lariatlodgebrewing.com
Subject: --{EXTERNAL}--Save the Bark Garten

Follow Up Flag: Follow up
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Hello Todd,

We are emailing in favor of the Lariat Lodge Bark Garten. Our family enjoys coming to a safe place to eat with our pup and kids. We are local and this is a local place. We've also signed the petition.

Thank you!

Take care~
Lisa Cornacchia

October 7, 2020

Mr. Todd Hager - Planner & Case Manager
Planning & Zoning Division Jefferson County
100 Jefferson County Parkway Golden, Colorado 80419

RE: Lariat Lodge Rezoning – 19-129748RZ

Dear Mr. Hager:

I am writing to express my strong opposition to the request of the Lariat Lodge to more than double its GLA. Most of the issues that have proven to be problems were raised when the Lariat originally requested a rezoning, and promises were made about how these items would be dealt with. For your information and use in considering this case, I am quoting statements taken directly from the tapes of the March 25, 2014 County Commissioners meeting. The discussion starts about 54:30 on the meeting clock, with some other times inserted for your convenience. Items in quotes are as close to the original as I am able to make them. I have added emphasis; in addition, my comments follow some statements and are italicized; .

Mr. Aaron McLean of Jeffco Planning and Zoning stated the following (emphasis added by me):

The property to be rezoned is a continued use of the Conference Center. The rezoning is similar to the "Convenience Level." This is the least intense level of commercial zoning. He used the word limited to describe activities that would be allowed. The facility would be used for meeting spaces and for business offices. The square footage for each was then listed.

1:00. "Lighting will not be allowed to intrude on the property lines and will follow county regulations for meeting certain thresholds at the property line as well as being full cut off down-casted lighting fixtures." Odor should be minimal. . . Noise is something that is enforced by CO (unintelligible) statutes and by our Sheriff's office. "

McLean repeated that the rezoning would add limited uses – brewpub/vintner, restaurant, low intensity specialty goods and services. 1:1:06. "ODP will limit commercial activities in scale so it does not create further impacts to the residential area to the north and the traffic impacts will be consistent with what is currently allowed." He also stated "This dictates customers of the proposed uses will park within the property boundaries."

Mr. Anders Ruikka then spoke.

"We live on that property right now." *(The Ruikkas had asked to have the cottage located on the property re-zoned in this petition; they moved out shortly afterward.)*

Mr. Ruikka recounted the pre-application community meeting. They felt the "concerns were manageable." They committed to retain the historic significance of the buildings and earn a livelihood. He noted that the major concerns expressed were 1) parking on the road, 2) noise from the parking lot, and 3) traffic, and made the following statements as to how they were addressed:

- 1) He said that the issue of parking on the road had been dealt with when the county erected no parking signs in the neighborhood. He stated that they have 50 parking spots and have an easement for an additional 30 spots.

- 2) 1:03:50 Noise. "If we can limit. . . large crowds we will also resolve some of the parking issues that comes with large crowds. Also, by having a restaurant we will be reducing seating from what the Conference Center would generate." "The Conference Center events generates a lot of noise because people know each other . . . they get livelier than people walking into a restaurant." They would limit the amount of building space, and he cited the ODP. "We can limit what's happening in the future." "Mixed uses. . . will also reduce traffic."
- 3) Traffic analysis. "The count was established and we felt it was very positive and nothing more than what was in the past. The same thing there, the ODP was (will?) limit the structure on the property. Mixed uses of offices and restaurants. . . will also reduce traffic. . ."

He stated that feedback from three neighbors was "very positive." We looked at the ODP and "we picked uses that are in the neighborhood level." (*A petition opposing the rezoning was circulated in the neighborhood and was signed by 58 residents of the Fireweed Loop. A copy of this petition was submitted to County Commissioners.*)

Mr. Ruikka quoted Candy Porter, who formerly managed the Conference Center, as saying that the Conference Center was open seven days a week from 7 a.m. to 11 p.m. with up to 125 people at events. (*Ms. Porter did not say how many days a week the Center was used on average, or why it would have closed if it was so successful.*)

It is clear to me that the original rezoning was presented to the Commissioners as a continuation of an already established business, which would have the same effect on the neighborhood and which would not prove to be a disruption to our community. Please note the repeated use of the word "limit" or "limited" in the testimony given to the Commissioners. I trust that, when you present this case to the Commissioners, you will be completely open, not only about the increases in traffic that have occurred, and the further increases that are projected if the seating area is expanded, but also about complaints regarding lighting and noise expressed by the close neighbors.

In 2014, the Commissioners stated that this was a "tough decision" because of the location's proximity to a residential neighborhood. Mr. Ruikka was encouraged to "work with the community" and Commissioner Tighe said (2.11) that if there were problems ". . . we have to watch and see what happens. . . see if we need to do something with those streets."

I ask that the Planning and Zoning Department deny this request for additional GLA to be added to the Lariat Lodge. If it is approved, then Jeffco needs to bite the bullet and make a substantial investment in infrastructure; perhaps by securing land to change the road approach to the Lodge. It would be expensive, but considering the alternative--downgrading an affordable, family-friendly neighborhood, where many people, in addition to residents, walk frequently--the investment would prove to be worthwhile.

Please let me know if you need additional information. I very much appreciate your assistance in finding the materials from the 2014 meeting. Thank you.

Catherine Rafter
28226Lupine Drive
Evergreen, CO 80439

Todd Hager

From: GREGORY DUFFORD <gjsaduff@comcast.net>
Sent: Wednesday, February 5, 2020 2:17 PM
To: Todd Hager
Subject: --{EXTERNAL}--Case# 19-129748RZ

Follow Up Flag: Follow up
Flag Status: Flagged

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I live in Hiwan Hills. I am not a close neighbor of the Lariat Lodge, but I do have a great deal of empathy for those who are. The traffic increase alone caused by this business must be unbearable, but what I have noticed on the nights I have been a patron at the Lariat Lodge is all of the exterior lighting. Although string lighting is festive and attractive, I would suggest that the amount of light emanating from the premises is excessive. I would hope that the business would reduce some of the exterior lighting, and shield whatever it can. Currently, anybody living in the nearby homes with a telescope on their deck doesn't have a prayer of seeing anything in our night skies other than a full moon!

Thank you for your consideration.

Janis Dufford
gjsaduff@comcast.net

Todd Hager

From: Marion80439 <marion80439@aol.com>
Sent: Sunday, February 9, 2020 12:58 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge Zoning

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I would like to support efforts to change the zoning/approve the appropriate zoning for the area next to the Lariat Lodge. I have been there during the summer and observed the patio with patrons/dogs. It was quiet and people were responsible about cleaning up after their animals. The employees were able to manage the area.

Thanks for your consideration,
Marion Jennings
Evergreen Resident/Responsible Dog Owner

Todd Hager

From: Steve Williams <stevenmarkwilliams@yahoo.com>
Sent: Tuesday, March 3, 2020 2:49 PM
To: Todd Hager
Subject: --{EXTERNAL}--Opposition of Lariat Lodge Rezoning

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We moved into our home in Hiwan Hills long before Lariat Lodge and now have to live with the inconvenience, headaches and reduced property value of the bar being near our house. Prior to Lariat Lodge, the commercial traffic on our street was minimal and spread out throughout the week. We now live with the impact of traffic, noise and excessive lighting during lunch and dinner every day. The following are our objections to the proposed rezoning. Please carefully consider the impact this bar and rezoning has on a residential area.

Noise:

We no longer open the windows on the front of our house when the patio is open or when live music is playing. If our windows are open we can sit in our living room and understand the conversations happening on the patio or sing along with the songs being performed. When you consider that we do not have air conditioning it is quite an inconvenience to have our windows closed in the summer, not to mention that nobody should have to lose the solitude of being in their home just because a business located nearby.

The business owner has tried to muffle the sound of the kitchen vent fan but it is still quite loud. We invite you to come stand on our front porch and listen to the noise to judge for yourself if you find it obnoxious. Most of the time the fan runs all night. Even if we couldn't hear the noise from the patio we wouldn't open the windows on the front of our house because we can hear the fan inside our house as well. The fan needs to be moved to the other side of the building.

Lights:

The owner has adorned the building with lights on all the ridge lines of the roof. Those lights are on all night and shine through the windows of our home. We have had to purchase heavy drapes to block out the light at night. While I would like the lights to be taken down but at the very least they need to be turned off at a reasonable time each night.

Traffic:

We have two issues with the traffic. (1) Street parking is still allowed on Iris Street (both sides). When people are parked on the street it causes the traffic going to the bar to bunch up and drive down the center of the road. Please remember this is a residential area with driveways, kids riding their bikes and mail boxes. I believe eliminating street parking on Iris would solve the problem. (2) We also have the unique problem of car lights from bar traffic shining in our main living area windows after dark. I suspect nobody else has this problem but if the owner would work with us to plant trees along the road in front of our house this issue could be resolved.

Williams Family

Hiwan Hills Residents

Todd Hager

From: Heather Hoglund <heather@hoglund.com>
Sent: Monday, February 24, 2020 2:41 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge Rezoning - Support

Hello -

I am in support of rezoning Lariat Lodge. The Lariat Lodge has been a favorite spot for us to stop at even before we moved to the Evergreen/Kittredge area. It's one of the few places in town with a dog friendly patio, spectacular views, and delicious food and beverage. On top of this, the rezoning is for square footage already being utilized by the brew pub, meaning there is no expansion necessary. Why would we risk pushing this establishment out of our community?

Anders is clearly willing to work with the current residents of the neighborhood to solve issues like noise and light pollution, as well as enforcing speed limits. It was evident at the community meeting that Anders and his team have already taken steps to fix things at the restaurant per prior complaints from the neighborhood residents, even when, contractually, he was not obligated (ex: kitchen fan, outdoor music, etc.).

The noise and traffic issues are understandable, as I would not want traffic speeding by in front of my house, but the fact of the matter is the lot was zoned as planned development before most of the residents purchased homes in the neighborhood. It leaves me confused as to what most of the residents were expecting on that lot, but it also does not directly correlate to the rezoning issue. Yes, these issues of traffic and noise need to be addressed and solved, but not at the expense of a responsible business owner and contributing member of the Evergreen community.

Thank you for considering my thoughts on this matter,
Heather Hoglund
Kittredge Resident/Dog Owner

Bestall Collaborative Limited

Planning Environment Construction Management Development

April 23, 2020

Mr. Todd Hager - Planner & Case Manager
Planning & Zoning Division Jefferson County
100 Jefferson County Parkway Golden, Colorado 80419

RE: Lariat Lodge Rezoning – 1st Referral Comments

Mr. Hager.

It is my understanding that the applicant has received the March 5th - 1st Referral comments for its Rezoning application. There are several aspects of the applicant's submittal and the referral comments that require clarification, additional information and analysis.

Background - Perpetuation of a Myth as to Use.

The applicant continues to perpetuate a myth that nothing changed when the restaurant use was approved for the Lariat Lodge & Brewery from the original use. That is incorrect and does not adequately provide a description of the impact the new use has had on the neighborhood. The property and the buildings were used originally as a Christian Conference Center primarily during the summer and fall seasons – which is a very different type of use than a commercial restaurant, retail service, residence and office uses operating 7 days a week 6am – midnight in the case of the restaurant.

Traffic Implications.

The traffic considerations for a conference center are quite different than for the commercial businesses now housed in the conference center buildings. There are very few daily trips associated with a conference center and more occupants are in each vehicle with vans and buses used to transport many conferees in and then out once at the beginning and end of a conference. That is in part, why there was never a need for many parking spaces.

- Traffic should be measured for the entire project impact not just for the additional request of GLA. This is a classic cumulative impact condition – once in with the initial impact that has had a major adverse impact – the effort is made to just measure the incremental impact on the new base traffic. That is not an accurate measurement and consideration of the impacts on local streets were not designed to carry such traffic volumes.

General

Item 2. The submitted Cover Letter states the business has 265 total seats while the submitted Transportation Analysis notes the proposed land use at a maximum of 200 seats. Analysis will be required to show the impact of the actual number of seats in the structure.

- The original conference building upstairs had four lodging rooms and one meeting room – the change to restaurant seating in the upstairs is a major change with associated impacts.
- The decks areas should be included in the LGA.
- The outside area should be treated as a sit-down restaurant, dog park and event space with stand-up crowds – that is what the Lariat uses it for.
- When the Lariat Lodge opened, the outside area was not used and social media had not taken hold as part of the marketing effort. In year 2 the outside area began to be used – tables for restaurant seating, tent structures and umbrellas, and entertainment venue facilities were set up. This grew with group events and events sponsored by other businesses. Traffic and parking demands grew with it. The events promoted the daily use of the facility causing traffic to increase on the streets to over a 1000/day as measured by Jefferson County.

720.810.6480 jack@bestallcollaborative.com PO Box 2223 Evergreen Colorado 80437

Bestall Collaborative Limited

Planning Environment Construction Management Development

ODP Document:

Item 3. Add no outdoor amplification allowed.

- This would be a big help – but, events should not be permitted, and groups of greater than 20 should not be allowed outside. In actual operation, this area has become uncontrolled.
- The best resolution would be for the outside area not be available – except for the decks on the building.

Parking:

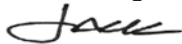
Item B. Although the Reciprocal Parking Easement agreement submitted states shared use of the parking lot to the south, consideration of the parking cannot be used as Church of the Transfiguration Official Development Plan does not allow the primary use of the subject property. Please refer to the Zoning Resolution Section 14.F.1.a.

- Shared use of the Evergreen Church to the north should be carefully considered as well to see if it is actually feasible. It is not available if the Church is occupied; and it has events in conflict with the restaurant schedule.
- There is also a shared parking with the Center Stage – this is an unworkable situation when the Center Stage is in practice or event mode. The Center Stage was not developed with adequate parking and it runs out of space with the restaurant in operation.

It is unfortunate that the Lariat attempted to take advantage of its situation and continue to add outside of its approved zoning. It is also unfortunate that the Lariat continues to attempt to influence its clientele against the neighborhood through its website and social media. The neighborhood is not against business and residents go to the Lariat. However, the residents and businesses are attracted to this community because of its beauty, lifestyle and wildlife.

The Lariat has had a major adverse impact on those values and on the people that live here. It has become a square peg in round hole. This is especially apparent now during the pandemic when it is not open for business. The neighborhood has returned to what its quiet, serene condition prior to 2015 and we can all breath again and not hear the constant vehicles speeding by, kitchen fans, slamming doors, electronic music that emanated from the Lariat.

Many in this neighborhood wish to continue to work with Jefferson County on rectifying the traffic safety, noise and lighting impacts. Thank you for your consideration of these issues.



Jack Bestall, Principal
Bestall Collaborative Limited

Todd Hager

From: Sean Ender <sa.ender7@gmail.com>
Sent: Monday, February 24, 2020 2:48 PM
To: Todd Hager
Subject: --{EXTERNAL}--In Support of Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

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Mr. Hager,

I'm writing to support Lariat Lodge Brewing in their efforts to rezone their business in order to incorporate the outdoor space back into their business. The Lariat Lodge is a wonderful business that contributes greatly to the greater Evergreen community and lifestyle. I spoke to this at the first meeting on this issue, expressing that without the Lariat Lodge our town would be a lesser place. Lariat Lodge has shown numerous times that they are willing to be respectful to their residential neighbors by ceasing outdoor concerts, and making improvements to their building to minimize noise. In addition, Lariat Lodge positively impacts our community. They hold fundraisers for organizations like the EAPL, and have even raised funds to help an employee and new mother in a time of great financial need as she battled a health emergency.

In question is Lariat's ability to utilize space that is already on their property, the patio and what they call the "Bark Garden." This is a space that is unfortunately fairly unique in the area. It's no secret that this community loves recreating outdoors, and it's also not a secret that a great many of us have our dogs with us wherever we go. Lariat used to be one of the few places, and in my opinion the best place, to visit after a hike or a paddle. We could sit with our companions on the patio, enjoy a beer and a meal while meeting new friends. The area wasn't loud, it was kept clean, and patrons respected Lariats rules as well as their neighbors. It would be a shame if this area permanently went away.

At the initial community meeting there was opposition based on noise and traffic. I wrote earlier about Lariat's willingness to be respectful to the neighboring residents. Anders has shown time and again that if the neighbors have complaints that he is willing to listen and do what he can to coexist in a respectful manner. There is nothing that says Anders had to change any of the business's activities, but he did and that speaks a lot to his character and responsibility of his business.

Second, regarding the traffic - I can sympathize with the neighboring resident's complaints about an increase in traffic. However, I feel that the solution to this problem is not to punish a responsible business owner. The area where the Lariat Lodge calls home was always zoned as commercial property. So whether you moved to that neighborhood before or after Lariat, it was always a guarantee that a business would eventually go in there. The increase in traffic and issues that come along with that can and should be solved, but not at the expense of a responsible business and contributing member of our community. As a community we should appreciate that the business that did go into the area respects and works to improve relationships with his neighbor. The area could certainly be occupied by any number of other industries that potentially create even more noise and traffic, but who would not care how that effects the neighbors. Any successful businesses will increase traffic. There are ways to improve roads and mitigate traffic issues, but to me that is a separate issue that should be addressed as such.

The question at hand, should Lariat Lodge be granted permission to rezone and expand onto an area already established. Absolutely! Lariat creates jobs and revenue for the community. Lariat provides an enjoyable experience to a great number of citizens in the area. Lariat contributes to the community through philanthropic efforts. I support the Lariat Lodge and I support this rezoning application because I want to live in an area where a place like this can thrive.

Thank you,
Sean Ender
Kittredge Resident

Todd Hager

From: PAUL A PHILLIPE <everphillipe@msn.com>
Sent: Sunday, September 13, 2020 2:49 PM
To: Todd Hager
Subject: --{EXTERNAL}--Case #19-129748RZ

Follow Up Flag: Follow up
Flag Status: Flagged

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To: Todd Hager
From: Karen Phillipe
everphillipe@msn.com
Sent: September 13, 2020
Subject: case # 19-129748RZ

Todd Hager,

I am writing in opposition to the expansion of the Lariat Lodge in Hiwan Village, Evergreen, Colorado. My husband and I have lived in our home in Hiwan Village for fifty one years. We have experienced many changes over the years which have been positive changes until the Lariat Lodge came into our once peaceful and quiet neighborhood. We walk most days and have encountered speeding traffic and inconsiderate drivers coming from Lariat Lodge, and if Lariat Lodge is allowed to expand it will get much worse which will make it unpleasant to walk in our own neighborhood. Yesterday there were thirty very loud motorcycles that went down Iris coming and leaving Lariat Lodge. There is only one way in and one way out to access Lariat Lodge. We also have new families in Hiwan Village that have young children that like to ride their bikes and the added traffic would be dangerous to the children. This is a residential neighborhood and we hope people will respect and be considerate of the people that live here young or old.

We also in opposition to the loud kitchen fan and all of the outside lighting. Those problems have been addressed before at another meeting but no improvements have been made.

Thank you for your consideration.
Karen and Paul Phillipe

Sent from my iPad

Todd Hager

From: Colin Rittgers <colin.rittgers@gmail.com>
Sent: Monday, June 1, 2020 10:13 AM
To: Todd Hager
Subject: --{EXTERNAL}--Bark Garten at Lariat Lodge

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Mr. Hager,

My wife and I love the food and atmosphere at Lariat Lodge, and we really enjoy having our pups with us. We are disappointed that the Bark Garten is currently closed due to zoning issues.

There are so few places to enjoy food and drinks with our pups already, so we would really like to see the zoning restrictions lifted and the Bark Garten reopened.

In this time where restaurants are struggling to survive, and outdoor seating space is necessary for the success of restaurants, the Bark Garten should be reopened.

Thanks in advance for your concern and action on this matter.

Colin Rittgers
Arvada, CO
(720) 663-8662

Todd Hager

From: Scott McDermid <smcdermid99@gmail.com>
Sent: Monday, September 21, 2020 1:33 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge case # 19-129748RZ

Follow Up Flag: Follow up
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I am writing concerning the zoning application for the Lariat Lodge in Evergreen. I am a nearby resident and am one of many being impacted by this business operation. I would like the records to show that I am strongly opposed to the approval of this rezoning application. The Lariat Lodge has a proven record of operating outside of previously approved zoning and was issued a number of violations last year. This business is highly impactful on the residential neighborhood where hundreds of vehicles now travel per day.

- This expansion will negatively impact the surrounding residential neighborhood forever. Unfortunately, we are seeing a significant increase in traffic and noise, all directly related to the Lariat Lodge. We have been subjected to over 1000 vehicle trips per day, delivery trucks at all hours and amplified music events. The volume and speeds at which vehicles now travel streets like Iris Drive have made this an unsafe place to live.
- The local streets were never designed for this volume of traffic and any zoning must include the requirement to have the Lariat make off-site improvements for traffic calming.
- Outside lighting at the Lariat Lodge fails to conform to dark sky standards and is on all night. An approved lighting plan must be submitted and approved.
- This business continually fails to meet noise ordinances, especially with the kitchen exhaust fan.
- Parking is another issue that must be addressed. This business does not have adequate parking in a long term agreement or easement. Parking overflow routinely affects the surrounding neighborhood.

I am requesting that the Lariat Lodge not be allowed to expand their outside seating above what was in the original, approved zoning when the business started. Any increase in seating will only create a greater impact to the surrounding residents through traffic and noise. From the Lariat Lodge's own traffic analysis, it is estimated that there will be 998 vehicle trips per day and 1,249 trips on each Saturday. This volume of traffic is completely unacceptable to route through a residential neighborhood on streets that are designed for a fraction of that amount.

Thank you for your time. Please contact me with any questions.

Scott McDermid
27873 Iris Drive.
Evergreen, CO
970-529-3424

Todd Hager

From: Andy O'Dower <andyodower@gmail.com>
Sent: Wednesday, July 1, 2020 6:34 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge

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Please help Lariat lodge with their zoning request!!!

--

Andy O'Dower | andyodower@gmail.com | odower.com | [@odower](https://twitter.com/odower) | 303.513.0469

Todd Hager

From: Julie Bell <mcdbell99@msn.com>
Sent: Monday, September 21, 2020 6:22 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge expansion proposal

Follow Up Flag: Follow up
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Dr. Mr. Hager,

I am writing to state my opposition to the proposed expansion of the Lariat Lodge Brew Pub. The Lariat should not be allowed to use the outside area except for the decks attached to the building. Especially since they constructed the outside seating area illegally and outside of their original permit. Why should they be rewarded for breaking the rules and not following proper procedures? They have used social media to promote the false narrative that the dog area and concert venue were closed because of neighborhood complaints. You know the truth that Jefferson County restricted the outdoor space because the owners expanded illegally outside of their permitted operating area. Now that they are finally following procedures, I am asking that the county deny the Lariat's proposal to double their capacity. If allowed to expand, the restaurant will exasperate an already untenable situation regarding the lack of parking, traffic and safety concerns, noise intrusion, and excessive lighting that is on 24 hrs. daily.

When Anders Ruikka first testified before Jefferson County in his request to re-zone this area for the Lariat Lodge, he stated that noise would be reduced from it's use as a Conference Center. This is not the case, in fact noise levels have increased. Mr. Ruikka also stated that crowds would be reduced since some square footage would be reduced for kitchen and bathroom facilities, and that there was not much room for expansion beyond the 4,000 sq. ft. space. However, now he is proposing to more than double capacity. After 5 years in operation, the negative impacts to this neighborhood have been proven and if the Lariat is allowed to double their capacity, this will result in doubling the negative impacts to the surrounding neighborhood.

First, let me state the mischaracterization of opposition promoted by the Lariat Lodge to the proposed expansion. They are attempting to portray any opposition to their restaurant as neighbors opposing the Lariat dog park. There are at least 15 dogs living in the residences between Meadow Dr. and the Lariat parking lot. We love our dogs and do not want them run over while walking our neighborhood streets. The outdoor space was built illegally outside of their original allowable permitted space. It is not about opposing a space for dogs outside, it is about the illegal doubling of occupancy into a space that was constructed without permission from Jefferson County.

Parking: When originally proposed, the Lariat stated that they had 50 parking spots on their property and an easement for an additional 30 on the nearby Church property under a temporary agreement. If this temporary agreement with the Church ends, the doubling of the allowable space would result in an additional strain on the neighborhood with an even more inadequate parking situation. There are many days, particularly on the

weekends, when I have counted well over 100 cars parked on the Lariat property and at the Church. Where are the additional 100 cars supposed to park if the restaurant doubles its capacity? And the argument by Mr. Ruikka that if there is no parking, customers will leave does nothing to alleviate the traffic on the residential streets traveled to discover that parking is inadequate. The Lariat should prove that it has parking in place for its use in perpetuity, not simply a contract that could expire. It should be an easement that is recorded and not a weak parking agreement.

Traffic and Speeding: When the Lariat Lodge was first proposed in 2014, the original traffic count was 25-27 car trips in the morning and the same in the evenings on Iris Dr. The Lariat's own traffic analysis conducted last year shows that there are now 998 daily trips with as many as 1,249 on Saturday. That is an exponential increase, especially for a street that dead ends at the business! Even for an area that is zoned residential on one side of the street and limited commercial on the other, this increase is extremely excessive. On a recent Saturday, I counted a group of 30 motorcycles, many with 2 occupants, driving down Iris Dr. The noise was extremely disruptive for about 15 minutes both during their approach to the restaurant and upon departure (no doubt all were accommodated, despite COVID restrictions since they were at the Lariat for about 2 hrs). And this is not a rare occurrence. In what other residential neighborhood is this acceptable? And of course, there is a constant stream of cars, trucks, and motorcycles speeding down Iris Dr. every day of the week which makes it extremely unpleasant for residents to sit on our decks, walk through our neighborhood, or have windows open in their houses. When the space was used as a conference center, this was not the case since traffic was concentrated to specific days when events took place, not all day, every day of the week. And when the Lariat first opened and only used the allowable permitted space, traffic was much less than it is now since they illegally built the outside space and doubled their permitted service area. Any zoning should be conditioned to require the Lariat to make offsite improvements, such as traffic calming devices like table tops, lane controls and signage. Despite the argument of partial residential and partial commercial use, the local streets of Hiwan Village were not designed for this type of traffic volume with only one way in and one way out.

Safety: Many vehicles speed every day down Iris, Fireweed, and even Lupine while driving to the Lariat. While the Lariat is not directly responsible for speeders, the fact that many more vehicles traveling through the neighborhood would undoubtedly result in more vehicles exceeding the posted speed limit. This is already a big problem and by doubling the size of the restaurant, there would undoubtedly be an increase in hazards for those walking, running, biking, and residents simply trying to enjoy their property. In a neighborhood where there are no sidewalks, increasing traffic would threaten the safety of pedestrians.

Noise: The traffic noise is intrusive, but the noise from the outside events have often exceeded the allowable 55 decibels. On numerous occasions, we have measured noise levels as high as 69 decibels while standing on our deck, well over 100 ft. from the Lariat. Some weekends, we cannot even hear our own conversations within our house due to concerts in the outside area where the Lariat Lodge has illegally expanded. Equating the impacts of the Elks Lodge, which has maybe 15-20 events annually that impact the neighborhood, with a restaurant that operates 7 days a week is a false equivalence. The Lariat has much more of a constant and daily impact on the peacefulness of the neighborhood than the Elks Lodge has annually. In addition, the kitchen exhaust fan often runs 24 hrs. daily and exceeds allowable noise levels. It is a constant audible intrusion. While the owners have claimed to mitigate the fan, whatever was done has not changed the noise level.

Lighting: The existing lights are very intrusive and shine in our windows from dusk until dawn. The neighbors have mentioned this to the owners many times, but nothing has been done. In fact, they recently installed an LED light that is brighter than the one it replaced. It is pointed directly at our house and is much brighter than

it needs to be, especially since other lights also remain on all night. When contacted about this, the owners said the light was required by the county and that nothing could be done about it. The Lariat should be required to submit a lighting plan and outside lights should be modified to conform to dark sky standards. Action should be taken on this now – we shouldn't have to wait as more lights are added and kept on 24/7.

The owners have paid lip service to working with neighbors to mitigate some of the negative impacts caused by their restaurant. However, they have yet to make changes to anything other than nighttime deliveries. They have been aware of many of these concerns for about two years and have yet to make relatively simple adjustments to lighting and fan-noise that would go a long way to making them good neighbors. While I know that the Lariat Lodge is here to stay, the business should try and work with their neighbors and not defy the intent of a peaceful existence for homeowners.

Thank you,
Julie Bell

Todd Hager

From: Isaac O'Kelly <isaacsokelly@gmail.com>
Sent: Saturday, July 18, 2020 1:24 PM
To: Todd Hager
Subject: --{EXTERNAL}--The Bark Garten of Evergreen's Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

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Hi Todd,

Hope you're having an ok day. I'm having an ok day. It was a great day, until I heard of your nefarious plan to exile ALL DOGS from the Lariat Lodge. This seems a bit extreme, no? I can assure you, some of the patrons of the Lodge are far more disruptive than their furry companions. As a lifetime resident of Evergreen, I see no reason to prohibit dogs on the front patio of the restaurant, and furthermore, there are more than an handful of restaurants in the Evergreen area which have outdoor spaces that permit dogs; I'm not sure what about the Bark Garten distinguishes it from other outdoor spaces in similar restaurants. Please focus on more pressing issues within Jefferson County and leave us and our dogs alone. Thank you very much and have an ok day.

— Isaac O'Kelly

Todd Hager

From: Joanna Redwine <joanna.redwine@gmail.com>
Sent: Sunday, September 27, 2020 8:15 PM
To: Todd Hager
Subject: Re: Comments on Lariat Lodge

Follow Up Flag: Follow up
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Hello again Todd,

I just want to make one more thing clear. The traffic study found that 25-42-ish % of drivers were speeding. This translates to the hundreds of drivers a day I was referring to that drive unsafely. However, I think it is important to also point out that that means 75-58% don't speed, and that is so appreciated by the neighborhood. I interpret the safe drivers to be either locals or people who have been to the Lariat before and perhaps understand the context of where the bar is. I want it to be understood that we recognize all of the conscientious drivers and patrons of the Lariat Lodge that drive safely past our houses and that we appreciate that element of caution and respect. The problem isn't the majority of patrons who are respectful. The problem is that the minority do cause a very large problem for us. And, again, the fix is rather simple. Signs, traffic calming, painted center lines, enforcement, lowered speed limit, and perhaps looking into alternative approaches to the Brewery.

Thanks for your time and consideration,

Joanna Redwine

On Sun, Sep 27, 2020 at 4:20 PM Joanna Redwine <joanna.redwine@gmail.com> wrote:

I am writing to you as a homeowner on Iris Dr who has been significantly impacted by the Lariat Lodge and their customers. I attended the community meeting in 2019 and I want to reiterate the comments I made at that time.

1. The traffic on Iris Dr is not compatible with a neighborhood as it is now, without the Lariat Lodge expansion. We have a 3 year old and two dogs and enjoy walking around the block on evenings and during the weekend. This is not safe any longer on Iris Dr.

The traffic study suggested that the current signage, speed limits are sufficient for the neighborhood. First, I disagree for reasons I will expand upon below. Second, the speed limits are not adhered to. So, if one argues they are sufficient for the neighborhood, there needs to be an element of enforcement to stop the hundreds of speeding vehicles a day, including one clocked at 67 mph. With the absence of law enforcement enforcing the speed limit, traffic calming structures are important to install to enforce that vehicles do stay at or below the speed limit.

- You can tell when the drivers are local and when they are not. The driving behavior is different. I think the majority of speeders and unsafe driving is not intentionally careless. I think people are in a new place and busy with their own thoughts and conversations in their cars and aren't adequately aware of where they are and that they need to slow down and yield to people and animals. In contrast, the patrons of the Elk's lodge are local and they drive slowly and respectfully through the neighborhood. This is nearly universally true whether it is a typical Friday evening, a school dance being held at the lodge, a wedding. The patrons seem to understand they are in a neighborhood and they drive accordingly. They don't speed. They stay on the correct side of the road. They are mindful to the

neighborhood walking their dogs and small children. This is a stark contrast to the Lariat Lodge patrons. **I think what is needed is very clear signage and traffic calming devices to help instruct the Lariat Lodge patrons on how to follow the speed limit and to yield to people and animals. And very clear signage that wildlife on these roads is common and to proceed slowly.**

- I understand that the eastern side of Iris Dr is zoned commercial and not residential. I argue that does not mean that 100% of the traffic behavior should be more appropriate for commercial rather than residential. I think signage, traffic calming, stripes on the streets, law enforcement, and perhaps sidewalks, are all necessary to live with the volume of traffic that NOW EXISTS for the Lariat. I think increasing volume of traffic in this setting is not reasonable. And I suggest that the Lariat consider using the outside at the expense of part of the inside of its restaurant when weather permits rather than in addition to the inside. In this way they can have a dog park and not increase the number of patrons.

- Many people seem to be driving to the Lariat from outside of Evergreen and I suspect many do not immediately recognize they are entering a neighborhood because they think they are driving to a bar, which is generally located in a town, not a neighborhood. I think clear signage as you turn onto Iris from meadow stating you are in a neighborhood, speed limit is 25 mph (or lower would be better!) would really help.

- I have witnessed at least 15 narrowly averted head on collisions on the corner by Iris Dr. and Loco lane. The drivers leaving the Lariat take the inside corner and nearly hit drivers heading to the Lariat Lodge. There needs to be a reflective curve sign, a center line painted on the road, and I strongly feel a speed limit lower than 25 mph at least for the curve is necessary.

- We commonly observe drivers leaving the Lariat approach the curve at Loco Ln and stop in the middle of the road as they are confused about where to go. Stopping in the middle of the road causes obvious traffic dangers to others. This is an odd intersection. Again, there needs to be a curve sign.

- There needs to be enforcement of the speed limit. Word of mouth works, if several of the 100's of speeders per DAY(as evidenced by the traffic study) were stopped and ticketed, staff and patrons may then heed the speed limit and pass the word on to others to do so as well.

- I think that lowering the speed limit on Iris Dr. to 15 mph is warranted. There are no sidewalks, the road is narrow, as the volume of traffic is now, it is unsafe for me to walk my dogs on the street.

- The volume of traffic makes evenings and weekend days outside in our yard unpleasant. The loud motorcycles are unpleasant and are common.

- During the summer we spend many hours outside in the evenings. Routinely, the last group to leave the Lariat lodge hang out together in the parking lot, this is something I don't have a problem with, but then they all would leave at the same time, in a row, and speed fast past our house. I felt like this was intentional and it was a big "F-U" to the neighborhood. I would love to see that stopped.

- Many cats, elk, and deer have nearly lost their lives to Lariat Lodge patrons.

2. The noise from the hood should be kept at or below the standards set by the county. Presently it does not.

3. The lights on the building should conform to dark sky regulations, currently it does not and it is left on 24/7.

4. Below are a list of alternatives or compromises that could possibly allow the bark park to be preserved while minimizing the impact to the neighborhood:

- Perhaps the Lariat Lodge could maintain the current level of seating, but transition to the outside in months when the weather is nice, with fewer people inside, and move to more people indoors during

the cold months. In this way, they could have the bark park but not increase the impact to the community and neighborhood. Close the upstairs and part of the dining room in order to open the outside. Traffic and lighting problems still need to be addressed, even if the number of patrons does not change.

- What about working on a better entrance from Highway 74? Or parking at the church alongside Bear Creek to alleviate some of these issues?
- There are alternatives that don't disregard the neighborhood's needs. Please direct the Lariat Lodge to consider all of these alternatives and the strong opinions of the neighborhood regarding traffic.

The Lariat lodge owner and employees have defamed the neighborhood on social media by claiming we do not like dogs and are against the dog park. This is a lie. We have two rescue dogs. I believe there are nearly 20 dogs that live on Iris Dr and Fireweed nearby the Lariat. Personally, we love taking our dogs to breweries that allow it and enjoy other people's dogs when we are out. What we do not like, however, is nearly being run over on Iris Dr. by Lariat Lodge patrons. This happens frequently as the patrons seem unaware of their surroundings and need to be reminded. With signs and traffic calming devices. And a word upon leaving by the Lariat staff perhaps?

We don't dislike the Lariat Lodge itself, nor the owner, nor the staff, nor the patrons. We want to be respected as a neighborhood and that respect and consideration has not been adequately extended by that business. Taking care of your neighbors should be part of the successful business model. Lying about the intention of the neighborhood to rile up the larger Evergreen community against us is not appreciated. We're not asking for much. Just turn down the hood, turn down the lights, and help with the traffic problem your business created. Be nice and enjoy your success. Celebrate that success by helping the neighborhood you occupy co-exist with that success.

Thank you,

Joanna Redwine

Todd Hager

From: Lee Anne Powers <leeannepowers@icloud.com>
Sent: Tuesday, July 21, 2020 2:55 PM
To: Todd Hager
Subject: --{EXTERNAL}--Keep the dog patio at Lariat Lodge

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Saw the sign when eating at Lariat Lodge last week. Why close this wonderful dog area at the restaurant? It's out of the way (unlike many dog friendly restaurants) and so popular.

Why? Please don't.

Lee Anne Powers
Hiwan Golf Club neighborhood, Evergreen

Sent from my iPhone

Todd Hager

From: Jack Bestall <jack@bestallcollaborative.com>
Sent: Thursday, September 24, 2020 10:39 PM
To: mschuster@co.jefferson.co.us; Russell Clark; Todd Hager
Subject: --{EXTERNAL}--LARIAT SHOULD PROVIDE THE TYPICAL INFORMATION REQUIRED FOR ODP'S DURING THE ZONING PROCESS NOT AFTER

Follow Up Flag: Follow up
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Gentlemen.

The Lariat is asking to increase by 4,700sf and allow continued use of the area it has been illegally using the last 4 years. It is important that the County not go down the same path followed in 2014 and consider and approve zoning without appropriate plan information and public participation. The impacts are already known for the requested expansion. The applicant must provide a preliminary Site Plan, Lighting Plan, Offsite Roadway Improvement Plan and conditions that would manage and control the impacts on the use of the outside area.

The comparison of a conference center facility for groups with longer stay, well managed functions in 2014 to a 7 day a week brewery/bar/restaurant that has taken to hosting events with electronic amplification, without sufficient parking, and no control over after hours security, and the volume and speed of traffic was inaccurate at best and disingenuous at worst. It was not possible to consider the appropriateness of the zoning request then and certainly now – evaluating a request for expansion without sufficient information is even more difficult.

1. On its face, the Lariat should not be allowed to expand and additional 4,700sf. Having operated illegally at this size over the last four years, based on the County's traffic counts and the Lariat's traffic memo we know that the traffic has increased from 100ADT to 1250ADT and is overwhelming the local neighborhood streets and creating an unsafe condition for pedestrians. The local streets were not designed for this volume of traffic – they have no sidewalks, no traffic calming, and have a section that is less than 22' wide. This unsafe condition has severely impacted the neighborhood.
2. Based on the Lariat's request for amending its zoning – the Staff, Planning Commission and Board of County Commissioners must have sufficient information to evaluate the zoning request and Planning has the authority to require the Lariat to provide this information now (at least in the form of preliminary plans, parking easements, standards and operating procedures which can become a condition of the zoning) as part of the zoning process. It is important to note that now is the time to adequately engage the public, rather than consider the zoning and then require plans at the time of Site Development Plan when public engagement is very limited and there is no adequate public forum. Disallowing public participation in the review process is particularly important in this case because Hiwan Village does not have an HOA and the built-in means to participate and organize within that organizational structure. Further, the onsite and offsite evidence of impacts to the neighborhood and surrounding area is already documented and should factor in to the evaluation of the facility and the impacts the type and extent of the existing use are having.
3. The Lariat, by Resolution, must meet the standards that other similar businesses are required to meet in Jefferson County and submit as part of the ODP, at a minimum a Conceptual Site Plan, Development Standards, Operating Conditions, traffic mitigation plan showing how it meets parking, sound abatement and proposes to meet the existing and proposed traffic mitigation requirements as conditions of the zoning. My experience with ODP's is that this information is typically required at the time of submittal and review of an Official Development Plan; and I am not finding any of this information on the website.
 - a. Parking. The plan must be shown that there is sufficient, ADA accessible parking within 250' of the building entry. The parking facilities must be improved to County dimensioning, striping, paving and

lighting standards. If shared parking is necessary to meet the parking requirements and other properties are utilized – agreements between the properties must be prepared to County standard in the form of easements with maintenance agreements that are recorded to run permanently with the properties forever.

- b. Roadway Improvements. The existing streets do not meet commercial standard and are inadequate to the Lariat in their current condition since the Lariat's traffic volume is 10X the amount that would be used daily by the residents. The Lariat must prepare an offsite roadway improvement and maintenance program that provides for adequate signage, striping, paving and traffic calming improvements including three table tops – one on the hill coming up off of Meadow Drive; one on the Iris straightaway; and one on the hill on Fireweed near the Lariat. A traffic calming improvement should also be considered at the intersection of Loco and Iris Drive. The Lariat should be required to provide the design and improvements for the roadway improvements as an offsite impact.
- c. Lighting Plan. The lighting on the Lariat building, out-buildings and parking areas is not to County standard and was illegally placed without a Lighting Plan. A Lighting Plan should be required during the zoning review to address how the building and parking areas are going to be made safe without flooding light offsite or impacting the night sky view shed. The lighting should also fit the character of the Lariat Building which holds prominence in the history of Evergreen – and lighting placed for commercial purposes may not be appropriate or respectful of the architecture and significant events that once occurred on the property.

Even if it were possible to mitigate the expansion – it remains to be seen if it is the appropriate type and extent of a land use based on its location, lack of emergency access, and known existing impacts to the adjacent neighborhood.

Please let me know when we can discuss this and how and when this information will be made available by the applicant.

Thank you.



BESTALL COLLABORATIVE LIMITED 720.810.6480
jack@bestallcollaborative.com PO 2223 Evergreen CO 80437
Planning Environment Construction Management Development

Todd Hager

From: Lori Hugh <lorihugh@comcast.net>
Sent: Friday, August 7, 2020 5:00 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat bark garden

Follow Up Flag: Follow up
Flag Status: Flagged

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I could not get on website to sign petition but please keep this special place open. It's one of the few spots to safely enjoy time you with your furry friend while safely socializing with your human ones. More laces like this are needed Lori hugh

Sent from my iPhone

Todd Hager

From: Jack Bestall <jack@bestallcollaborative.com>
Sent: Thursday, September 24, 2020 11:08 PM
To: Todd Hager
Subject: --{EXTERNAL}--HIWAN VILLAGE ANTI-DOG - REALLY?

Follow Up Flag: Follow up
Flag Status: Flagged

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Hi Todd.

As we enter the weekend zone and traffic continues to grow on the way to the Lariat – it needs to be documented that the Lariat has been very disingenuous in trying to attract support from its patrons by claiming on its website and through social media that Hiwan Village is against dogs and the Lariat's 'Bark Garden'. Rallying an outcry about how mean the neighborhood is in trying to shut down a dog park. We didn't know that was an approved use at the Lariat – but, we certainly aren't anti-dog.

This isn't about neighbors being anti-dog; its about reclaiming our quiet neighborhood and feeling safe to walk a dog as the Lariat promotes its 'Bark Garden' and invites more and more visitors and traffic into the neighborhood. The Lariat's own traffic engineer has documented what we knew – 10X the number of vehicles (1250) are using our streets on their way to the Lariat each Saturday. We are conducting a dog census and have already gotten to 15 dogs along Iris Drive and we are just starting.

I have two dogs – note how worried they look watching the traffic go by. I don't blame them.





The neighborhood is worried too – this is Saturday morning two weekends ago. 32 bikes – 42 riders.
Thanks.

Jack

BESTALL COLLABORATIVE LIMITED 720.810.6480
jack@bestallcollaborative.com PO 2223 Evergreen CO 80437
Planning Environment Construction Management Development

Todd Hager

From: Lisa Cornacchia <mrs.c1@mac.com>
Sent: Sunday, October 4, 2020 2:05 PM
To: Todd Hager
Cc: evergreen.manager@lariatlodgebrewing.com
Subject: --{EXTERNAL}--Save the Bark Garten

Follow Up Flag: Follow up
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Hello Todd,

We are emailing in favor of the Lariat Lodge Bark Garten. Our family enjoys coming to a safe place to eat with our pup and kids. We are local and this is a local place. We've also signed the petition.

Thank you!

Take care~
Lisa Cornacchia

October 7, 2020

Mr. Todd Hager - Planner & Case Manager
Planning & Zoning Division Jefferson County
100 Jefferson County Parkway Golden, Colorado 80419

RE: Lariat Lodge Rezoning – 19-129748RZ

Dear Mr. Hager:

I am writing to express my strong opposition to the request of the Lariat Lodge to more than double its GLA. Most of the issues that have proven to be problems were raised when the Lariat originally requested a rezoning, and promises were made about how these items would be dealt with. For your information and use in considering this case, I am quoting statements taken directly from the tapes of the March 25, 2014 County Commissioners meeting. The discussion starts about 54:30 on the meeting clock, with some other times inserted for your convenience. Items in quotes are as close to the original as I am able to make them. I have added emphasis; in addition, my comments follow some statements and are italicized; .

Mr. Aaron McLean of Jeffco Planning and Zoning stated the following (emphasis added by me):

The property to be rezoned is a continued use of the Conference Center. The rezoning is similar to the "Convenience Level." This is the least intense level of commercial zoning. He used the word limited to describe activities that would be allowed. The facility would be used for meeting spaces and for business offices. The square footage for each was then listed.

1:00. "Lighting will not be allowed to intrude on the property lines and will follow county regulations for meeting certain thresholds at the property line as well as being full cut off down-casted lighting fixtures." Odor should be minimal. . . Noise is something that is enforced by CO (unintelligible) statutes and by our Sheriff's office. "

McLean repeated that the rezoning would add limited uses – brewpub/vintner, restaurant, low intensity specialty goods and services. 1:1:06. "ODP will limit commercial activities in scale so it does not create further impacts to the residential area to the north and the traffic impacts will be consistent with what is currently allowed." He also stated "This dictates customers of the proposed uses will park within the property boundaries."

Mr. Anders Ruikka then spoke.

"We live on that property right now." *(The Ruikkas had asked to have the cottage located on the property re-zoned in this petition; they moved out shortly afterward.)*

Mr. Ruikka recounted the pre-application community meeting. They felt the "concerns were manageable." They committed to retain the historic significance of the buildings and earn a livelihood. He noted that the major concerns expressed were 1) parking on the road, 2) noise from the parking lot, and 3) traffic, and made the following statements as to how they were addressed:

- 1) He said that the issue of parking on the road had been dealt with when the county erected no parking signs in the neighborhood. He stated that they have 50 parking spots and have an easement for an additional 30 spots.

- 2) 1:03:50 Noise. "If we can limit. . . large crowds we will also resolve some of the parking issues that comes with large crowds. Also, by having a restaurant we will be reducing seating from what the Conference Center would generate." "The Conference Center events generates a lot of noise because people know each other . . . they get livelier than people walking into a restaurant." They would limit the amount of building space, and he cited the ODP. "We can limit what's happening in the future." "Mixed uses. . . will also reduce traffic."
- 3) Traffic analysis. "The count was established and we felt it was very positive and nothing more than what was in the past. The same thing there, the ODP was (will?) limit the structure on the property. Mixed uses of offices and restaurants. . . will also reduce traffic. . ."

He stated that feedback from three neighbors was "very positive." We looked at the ODP and "we picked uses that are in the neighborhood level." (*A petition opposing the rezoning was circulated in the neighborhood and was signed by 58 residents of the Fireweed Loop. A copy of this petition was submitted to County Commissioners.*)

Mr. Ruikka quoted Candy Porter, who formerly managed the Conference Center, as saying that the Conference Center was open seven days a week from 7 a.m. to 11 p.m. with up to 125 people at events. (*Ms. Porter did not say how many days a week the Center was used on average, or why it would have closed if it was so successful.*)

It is clear to me that the original rezoning was presented to the Commissioners as a continuation of an already established business, which would have the same effect on the neighborhood and which would not prove to be a disruption to our community. Please note the repeated use of the word "limit" or "limited" in the testimony given to the Commissioners. I trust that, when you present this case to the Commissioners, you will be completely open, not only about the increases in traffic that have occurred, and the further increases that are projected if the seating area is expanded, but also about complaints regarding lighting and noise expressed by the close neighbors.

In 2014, the Commissioners stated that this was a "tough decision" because of the location's proximity to a residential neighborhood. Mr. Ruikka was encouraged to "work with the community" and Commissioner Tighe said (2.11) that if there were problems ". . . we have to watch and see what happens. . . see if we need to do something with those streets."

I ask that the Planning and Zoning Department deny this request for additional GLA to be added to the Lariat Lodge. If it is approved, then Jeffco needs to bite the bullet and make a substantial investment in infrastructure; perhaps by securing land to change the road approach to the Lodge. It would be expensive, but considering the alternative--downgrading an affordable, family-friendly neighborhood, where many people, in addition to residents, walk frequently--the investment would prove to be worthwhile.

Please let me know if you need additional information. I very much appreciate your assistance in finding the materials from the 2014 meeting. Thank you.

Catherine Rafter
28226Lupine Drive
Evergreen, CO 80439

Dylan Monke

From: Ariana Vasquez Lokey <acvlokey@gmail.com>
Sent: Friday, June 25, 2021 11:08 AM
To: Dylan Monke; Russell Clark
Cc: Jack Bestall
Subject: --{EXTERNAL}-- PLEASE REPLY - Lariet Lodge Zoning Violation - Follow-Up

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Dylan Monke and Mr. Russell Clark,

My name is Ariana Vasquez and I live on Iris Dr. in Evergreen, CO near Lariet Lodge. My husband and I moved here last summer. We really love living up here and we also like Lariet Lodge (we order food to go from them at least once a week). When we moved in, it was obviously during COVID. Now that (thankfully) many people are vaccinated and going out to eat at restaurants more we have noticed a HUGE increase in traffic and cars driving on Iris Dr to get to Lariet Lodge. Our neighbor, Jack Bestall, who has emailed you several times without a reply, has kept us updated on his attempts to correspond with you and also find a solution to the Lariet Lodge zoning violations.

Prior to moving to Evergreen we lived in downtown Denver, so we are no stranger to traffic or people using amenities around our living space. However, people often drive way too fast on Iris, do not look out for those who are walking in the neighborhood, and there is often overflow parking from Lariet Lodge spilling into our street.

Could you please reply and let me know the status of the Lariet Lodge Zoning Violations and your plans to address the concerns of me and my neighbors? Thanks in advance!

Ariana Vasquez, PhD

Todd Hager

From: GREGORY DUFFORD <gjsaduff@comcast.net>
Sent: Wednesday, February 5, 2020 2:17 PM
To: Todd Hager
Subject: --{EXTERNAL}--Case# 19-129748RZ

Follow Up Flag: Follow up
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I live in Hiwan Hills. I am not a close neighbor of the Lariat Lodge, but I do have a great deal of empathy for those who are. The traffic increase alone caused by this business must be unbearable, but what I have noticed on the nights I have been a patron at the Lariat Lodge is all of the exterior lighting. Although string lighting is festive and attractive, I would suggest that the amount of light emanating from the premises is excessive. I would hope that the business would reduce some of the exterior lighting, and shield whatever it can. Currently, anybody living in the nearby homes with a telescope on their deck doesn't have a prayer of seeing anything in our night skies other than a full moon!

Thank you for your consideration.

Janis Dufford
gjsaduff@comcast.net

Todd Hager

From: Marion80439 <marion80439@aol.com>
Sent: Sunday, February 9, 2020 12:58 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge Zoning

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I would like to support efforts to change the zoning/approve the appropriate zoning for the area next to the Lariat Lodge. I have been there during the summer and observed the patio with patrons/dogs. It was quiet and people were responsible about cleaning up after their animals. The employees were able to manage the area.

Thanks for your consideration,
Marion Jennings
Evergreen Resident/Responsible Dog Owner

Todd Hager

From: Steve Williams <stevenmarkwilliams@yahoo.com>
Sent: Tuesday, March 3, 2020 2:49 PM
To: Todd Hager
Subject: --{EXTERNAL}--Opposition of Lariat Lodge Rezoning

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We moved into our home in Hiwan Hills long before Lariat Lodge and now have to live with the inconvenience, headaches and reduced property value of the bar being near our house. Prior to Lariat Lodge, the commercial traffic on our street was minimal and spread out throughout the week. We now live with the impact of traffic, noise and excessive lighting during lunch and dinner every day. The following are our objections to the proposed rezoning. Please carefully consider the impact this bar and rezoning has on a residential area.

Noise:

We no longer open the windows on the front of our house when the patio is open or when live music is playing. If our windows are open we can sit in our living room and understand the conversations happening on the patio or sing along with the songs being performed. When you consider that we do not have air conditioning it is quite an inconvenience to have our windows closed in the summer, not to mention that nobody should have to lose the solitude of being in their home just because a business located nearby.

The business owner has tried to muffle the sound of the kitchen vent fan but it is still quite loud. We invite you to come stand on our front porch and listen to the noise to judge for yourself if you find it obnoxious. Most of the time the fan runs all night. Even if we couldn't hear the noise from the patio we wouldn't open the windows on the front of our house because we can hear the fan inside our house as well. The fan needs to be moved to the other side of the building.

Lights:

The owner has adorned the building with lights on all the ridge lines of the roof. Those lights are on all night and shine through the windows of our home. We have had to purchase heavy drapes to block out the light at night. While I would like the lights to be taken down but at the very least they need to be turned off at a reasonable time each night.

Traffic:

We have two issues with the traffic. (1) Street parking is still allowed on Iris Street (both sides). When people are parked on the street it causes the traffic going to the bar to bunch up and drive down the center of the road. Please remember this is a residential area with driveways, kids riding their bikes and mail boxes. I believe eliminating street parking on Iris would solve the problem. (2) We also have the unique problem of car lights from bar traffic shining in our main living area windows after dark. I suspect nobody else has this problem but if the owner would work with us to plant trees along the road in front of our house this issue could be resolved.

Williams Family

Hiwan Hills Residents

Todd Hager

From: Heather Hoglund <heather@hoglund.com>
Sent: Monday, February 24, 2020 2:41 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge Rezoning - Support

Hello -

I am in support of rezoning Lariat Lodge. The Lariat Lodge has been a favorite spot for us to stop at even before we moved to the Evergreen/Kittredge area. It's one of the few places in town with a dog friendly patio, spectacular views, and delicious food and beverage. On top of this, the rezoning is for square footage already being utilized by the brew pub, meaning there is no expansion necessary. Why would we risk pushing this establishment out of our community?

Anders is clearly willing to work with the current residents of the neighborhood to solve issues like noise and light pollution, as well as enforcing speed limits. It was evident at the community meeting that Anders and his team have already taken steps to fix things at the restaurant per prior complaints from the neighborhood residents, even when, contractually, he was not obligated (ex: kitchen fan, outdoor music, etc.).

The noise and traffic issues are understandable, as I would not want traffic speeding by in front of my house, but the fact of the matter is the lot was zoned as planned development before most of the residents purchased homes in the neighborhood. It leaves me confused as to what most of the residents were expecting on that lot, but it also does not directly correlate to the rezoning issue. Yes, these issues of traffic and noise need to be addressed and solved, but not at the expense of a responsible business owner and contributing member of the Evergreen community.

Thank you for considering my thoughts on this matter,
Heather Hoglund
Kittredge Resident/Dog Owner

Bestall Collaborative Limited

Planning Environment Construction Management Development

April 23, 2020

Mr. Todd Hager - Planner & Case Manager
Planning & Zoning Division Jefferson County
100 Jefferson County Parkway Golden, Colorado 80419

RE: Lariat Lodge Rezoning – 1st Referral Comments

Mr. Hager.

It is my understanding that the applicant has received the March 5th - 1st Referral comments for its Rezoning application. There are several aspects of the applicant's submittal and the referral comments that require clarification, additional information and analysis.

Background - Perpetuation of a Myth as to Use.

The applicant continues to perpetuate a myth that nothing changed when the restaurant use was approved for the Lariat Lodge & Brewery from the original use. That is incorrect and does not adequately provide a description of the impact the new use has had on the neighborhood. The property and the buildings were used originally as a Christian Conference Center primarily during the summer and fall seasons – which is a very different type of use than a commercial restaurant, retail service, residence and office uses operating 7 days a week 6am – midnight in the case of the restaurant.

Traffic Implications.

The traffic considerations for a conference center are quite different than for the commercial businesses now housed in the conference center buildings. There are very few daily trips associated with a conference center and more occupants are in each vehicle with vans and buses used to transport many conferees in and then out once at the beginning and end of a conference. That is in part, why there was never a need for many parking spaces.

- Traffic should be measured for the entire project impact not just for the additional request of GLA. This is a classic cumulative impact condition – once in with the initial impact that has had a major adverse impact – the effort is made to just measure the incremental impact on the new base traffic. That is not an accurate measurement and consideration of the impacts on local streets were not designed to carry such traffic volumes.

General

Item 2. The submitted Cover Letter states the business has 265 total seats while the submitted Transportation Analysis notes the proposed land use at a maximum of 200 seats. Analysis will be required to show the impact of the actual number of seats in the structure.

- The original conference building upstairs had four lodging rooms and one meeting room – the change to restaurant seating in the upstairs is a major change with associated impacts.
- The decks areas should be included in the LGA.
- The outside area should be treated as a sit-down restaurant, dog park and event space with stand-up crowds – that is what the Lariat uses it for.
- When the Lariat Lodge opened, the outside area was not used and social media had not taken hold as part of the marketing effort. In year 2 the outside area began to be used – tables for restaurant seating, tent structures and umbrellas, and entertainment venue facilities were set up. This grew with group events and events sponsored by other businesses. Traffic and parking demands grew with it. The events promoted the daily use of the facility causing traffic to increase on the streets to over a 1000/day as measured by Jefferson County.

720.810.6480 jack@bestallcollaborative.com PO Box 2223 Evergreen Colorado 80437

Bestall Collaborative Limited

Planning Environment Construction Management Development

ODP Document:

Item 3. Add no outdoor amplification allowed.

- This would be a big help – but, events should not be permitted, and groups of greater than 20 should not be allowed outside. In actual operation, this area has become uncontrolled.
- The best resolution would be for the outside area not be available – except for the decks on the building.

Parking:

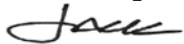
Item B. Although the Reciprocal Parking Easement agreement submitted states shared use of the parking lot to the south, consideration of the parking cannot be used as Church of the Transfiguration Official Development Plan does not allow the primary use of the subject property. Please refer to the Zoning Resolution Section 14.F.1.a.

- Shared use of the Evergreen Church to the north should be carefully considered as well to see if it is actually feasible. It is not available if the Church is occupied; and it has events in conflict with the restaurant schedule.
- There is also a shared parking with the Center Stage – this is an unworkable situation when the Center Stage is in practice or event mode. The Center Stage was not developed with adequate parking and it runs out of space with the restaurant in operation.

It is unfortunate that the Lariat attempted to take advantage of its situation and continue to add outside of its approved zoning. It is also unfortunate that the Lariat continues to attempt to influence its clientele against the neighborhood through its website and social media. The neighborhood is not against business and residents go to the Lariat. However, the residents and businesses are attracted to this community because of its beauty, lifestyle and wildlife.

The Lariat has had a major adverse impact on those values and on the people that live here. It has become a square peg in round hole. This is especially apparent now during the pandemic when it is not open for business. The neighborhood has returned to what its quiet, serene condition prior to 2015 and we can all breath again and not hear the constant vehicles speeding by, kitchen fans, slamming doors, electronic music that emanated from the Lariat.

Many in this neighborhood wish to continue to work with Jefferson County on rectifying the traffic safety, noise and lighting impacts. Thank you for your consideration of these issues.



Jack Bestall, Principal
Bestall Collaborative Limited

Todd Hager

From: Sean Ender <sa.ender7@gmail.com>
Sent: Monday, February 24, 2020 2:48 PM
To: Todd Hager
Subject: --{EXTERNAL}--In Support of Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

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Mr. Hager,

I'm writing to support Lariat Lodge Brewing in their efforts to rezone their business in order to incorporate the outdoor space back into their business. The Lariat Lodge is a wonderful business that contributes greatly to the greater Evergreen community and lifestyle. I spoke to this at the first meeting on this issue, expressing that without the Lariat Lodge our town would be a lesser place. Lariat Lodge has shown numerous times that they are willing to be respectful to their residential neighbors by ceasing outdoor concerts, and making improvements to their building to minimize noise. In addition, Lariat Lodge positively impacts our community. They hold fundraisers for organizations like the EAPL, and have even raised funds to help an employee and new mother in a time of great financial need as she battled a health emergency.

In question is Lariat's ability to utilize space that is already on their property, the patio and what they call the "Bark Garden." This is a space that is unfortunately fairly unique in the area. It's no secret that this community loves recreating outdoors, and it's also not a secret that a great many of us have our dogs with us wherever we go. Lariat used to be one of the few places, and in my opinion the best place, to visit after a hike or a paddle. We could sit with our companions on the patio, enjoy a beer and a meal while meeting new friends. The area wasn't loud, it was kept clean, and patrons respected Lariats rules as well as their neighbors. It would be a shame if this area permanently went away.

At the initial community meeting there was opposition based on noise and traffic. I wrote earlier about Lariat's willingness to be respectful to the neighboring residents. Anders has shown time and again that if the neighbors have complaints that he is willing to listen and do what he can to coexist in a respectful manner. There is nothing that says Anders had to change any of the business's activities, but he did and that speaks a lot to his character and responsibility of his business.

Second, regarding the traffic - I can sympathize with the neighboring resident's complaints about an increase in traffic. However, I feel that the solution to this problem is not to punish a responsible business owner. The area where the Lariat Lodge calls home was always zoned as commercial property. So whether you moved to that neighborhood before or after Lariat, it was always a guarantee that a business would eventually go in there. The increase in traffic and issues that come along with that can and should be solved, but not at the expense of a responsible business and contributing member of our community. As a community we should appreciate that the business that did go into the area respects and works to improve relationships with his neighbor. The area could certainly be occupied by any number of other industries that potentially create even more noise and traffic, but who would not care how that effects the neighbors. Any successful businesses will increase traffic. There are ways to improve roads and mitigate traffic issues, but to me that is a separate issue that should be addressed as such.

The question at hand, should Lariat Lodge be granted permission to rezone and expand onto an area already established. Absolutely! Lariat creates jobs and revenue for the community. Lariat provides an enjoyable experience to a great number of citizens in the area. Lariat contributes to the community through philanthropic efforts. I support the Lariat Lodge and I support this rezoning application because I want to live in an area where a place like this can thrive.

Thank you,
Sean Ender
Kittredge Resident

Todd Hager

From: PAUL A PHILLIPE <everphillipe@msn.com>
Sent: Sunday, September 13, 2020 2:49 PM
To: Todd Hager
Subject: --{EXTERNAL}--Case #19-129748RZ

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To: Todd Hager
From: Karen Phillipe
everphillipe@msn.com
Sent: September 13, 2020
Subject: case # 19-129748RZ

Todd Hager,

I am writing in opposition to the expansion of the Lariat Lodge in Hiwan Village, Evergreen, Colorado. My husband and I have lived in our home in Hiwan Village for fifty one years. We have experienced many changes over the years which have been positive changes until the Lariat Lodge came into our once peaceful and quiet neighborhood. We walk most days and have encountered speeding traffic and inconsiderate drivers coming from Lariat Lodge, and if Lariat Lodge is allowed to expand it will get much worse which will make it unpleasant to walk in our own neighborhood. Yesterday there were thirty very loud motorcycles that went down Iris coming and leaving Lariat Lodge. There is only one way in and one way out to access Lariat Lodge. We also have new families in Hiwan Village that have young children that like to ride their bikes and the added traffic would be dangerous to the children. This is a residential neighborhood and we hope people will respect and be considerate of the people that live here young or old.

We also in opposition to the loud kitchen fan and all of the outside lighting. Those problems have been addressed before at another meeting but no improvements have been made.

Thank you for your consideration.
Karen and Paul Phillipe

Sent from my iPad

Todd Hager

From: Colin Rittgers <colin.rittgers@gmail.com>
Sent: Monday, June 1, 2020 10:13 AM
To: Todd Hager
Subject: --{EXTERNAL}--Bark Garten at Lariat Lodge

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Hager,

My wife and I love the food and atmosphere at Lariat Lodge, and we really enjoy having our pups with us. We are disappointed that the Bark Garten is currently closed due to zoning issues.

There are so few places to enjoy food and drinks with our pups already, so we would really like to see the zoning restrictions lifted and the Bark Garten reopened.

In this time where restaurants are struggling to survive, and outdoor seating space is necessary for the success of restaurants, the Bark Garten should be reopened.

Thanks in advance for your concern and action on this matter.

Colin Rittgers
Arvada, CO
(720) 663-8662

Todd Hager

From: Scott McDermid <smcdermid99@gmail.com>
Sent: Monday, September 21, 2020 1:33 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge case # 19-129748RZ

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing concerning the zoning application for the Lariat Lodge in Evergreen. I am a nearby resident and am one of many being impacted by this business operation. I would like the records to show that I am strongly opposed to the approval of this rezoning application. The Lariat Lodge has a proven record of operating outside of previously approved zoning and was issued a number of violations last year. This business is highly impactful on the residential neighborhood where hundreds of vehicles now travel per day.

- This expansion will negatively impact the surrounding residential neighborhood forever. Unfortunately, we are seeing a significant increase in traffic and noise, all directly related to the Lariat Lodge. We have been subjected to over 1000 vehicle trips per day, delivery trucks at all hours and amplified music events. The volume and speeds at which vehicles now travel streets like Iris Drive have made this an unsafe place to live.
- The local streets were never designed for this volume of traffic and any zoning must include the requirement to have the Lariat make off-site improvements for traffic calming.
- Outside lighting at the Lariat Lodge fails to conform to dark sky standards and is on all night. An approved lighting plan must be submitted and approved.
- This business continually fails to meet noise ordinances, especially with the kitchen exhaust fan.
- Parking is another issue that must be addressed. This business does not have adequate parking in a long term agreement or easement. Parking overflow routinely affects the surrounding neighborhood.

I am requesting that the Lariat Lodge not be allowed to expand their outside seating above what was in the original, approved zoning when the business started. Any increase in seating will only create a greater impact to the surrounding residents through traffic and noise. From the Lariat Lodge's own traffic analysis, it is estimated that there will be 998 vehicle trips per day and 1,249 trips on each Saturday. This volume of traffic is completely unacceptable to route through a residential neighborhood on streets that are designed for a fraction of that amount.

Thank you for your time. Please contact me with any questions.

Scott McDermid
27873 Iris Drive.
Evergreen, CO
970-529-3424

Todd Hager

From: Andy O'Dower <andyodower@gmail.com>
Sent: Wednesday, July 1, 2020 6:34 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge

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Please help Lariat lodge with their zoning request!!!

--

Andy O'Dower | andyodower@gmail.com | odower.com | [@odower](https://www.instagram.com/odower) | 303.513.0469

Todd Hager

From: Julie Bell <mcdbell99@msn.com>
Sent: Monday, September 21, 2020 6:22 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge expansion proposal

Follow Up Flag: Follow up
Flag Status: Flagged

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Dr. Mr. Hager,

I am writing to state my opposition to the proposed expansion of the Lariat Lodge Brew Pub. The Lariat should not be allowed to use the outside area except for the decks attached to the building. Especially since they constructed the outside seating area illegally and outside of their original permit. Why should they be rewarded for breaking the rules and not following proper procedures? They have used social media to promote the false narrative that the dog area and concert venue were closed because of neighborhood complaints. You know the truth that Jefferson County restricted the outdoor space because the owners expanded illegally outside of their permitted operating area. Now that they are finally following procedures, I am asking that the county deny the Lariat's proposal to double their capacity. If allowed to expand, the restaurant will exasperate an already untenable situation regarding the lack of parking, traffic and safety concerns, noise intrusion, and excessive lighting that is on 24 hrs. daily.

When Anders Ruikka first testified before Jefferson County in his request to re-zone this area for the Lariat Lodge, he stated that noise would be reduced from it's use as a Conference Center. This is not the case, in fact noise levels have increased. Mr. Ruikka also stated that crowds would be reduced since some square footage would be reduced for kitchen and bathroom facilities, and that there was not much room for expansion beyond the 4,000 sq. ft. space. However, now he is proposing to more than double capacity. After 5 years in operation, the negative impacts to this neighborhood have been proven and if the Lariat is allowed to double their capacity, this will result in doubling the negative impacts to the surrounding neighborhood.

First, let me state the mischaracterization of opposition promoted by the Lariat Lodge to the proposed expansion. They are attempting to portray any opposition to their restaurant as neighbors opposing the Lariat dog park. There are at least 15 dogs living in the residences between Meadow Dr. and the Lariat parking lot. We love our dogs and do not want them run over while walking our neighborhood streets. The outdoor space was built illegally outside of their original allowable permitted space. It is not about opposing a space for dogs outside, it is about the illegal doubling of occupancy into a space that was constructed without permission from Jefferson County.

Parking: When originally proposed, the Lariat stated that they had 50 parking spots on their property and an easement for an additional 30 on the nearby Church property under a temporary agreement. If this temporary agreement with the Church ends, the doubling of the allowable space would result in an additional strain on the neighborhood with an even more inadequate parking situation. There are many days, particularly on the

weekends, when I have counted well over 100 cars parked on the Lariat property and at the Church. Where are the additional 100 cars supposed to park if the restaurant doubles its capacity? And the argument by Mr. Ruikka that if there is no parking, customers will leave does nothing to alleviate the traffic on the residential streets traveled to discover that parking is inadequate. The Lariat should prove that it has parking in place for its use in perpetuity, not simply a contract that could expire. It should be an easement that is recorded and not a weak parking agreement.

Traffic and Speeding: When the Lariat Lodge was first proposed in 2014, the original traffic count was 25-27 car trips in the morning and the same in the evenings on Iris Dr. The Lariat's own traffic analysis conducted last year shows that there are now 998 daily trips with as many as 1,249 on Saturday. That is an exponential increase, especially for a street that dead ends at the business! Even for an area that is zoned residential on one side of the street and limited commercial on the other, this increase is extremely excessive. On a recent Saturday, I counted a group of 30 motorcycles, many with 2 occupants, driving down Iris Dr. The noise was extremely disruptive for about 15 minutes both during their approach to the restaurant and upon departure (no doubt all were accommodated, despite COVID restrictions since they were at the Lariat for about 2 hrs). And this is not a rare occurrence. In what other residential neighborhood is this acceptable? And of course, there is a constant stream of cars, trucks, and motorcycles speeding down Iris Dr. every day of the week which makes it extremely unpleasant for residents to sit on our decks, walk through our neighborhood, or have windows open in their houses. When the space was used as a conference center, this was not the case since traffic was concentrated to specific days when events took place, not all day, every day of the week. And when the Lariat first opened and only used the allowable permitted space, traffic was much less than it is now since they illegally built the outside space and doubled their permitted service area. Any zoning should be conditioned to require the Lariat to make offsite improvements, such as traffic calming devices like table tops, lane controls and signage. Despite the argument of partial residential and partial commercial use, the local streets of Hiwan Village were not designed for this type of traffic volume with only one way in and one way out.

Safety: Many vehicles speed every day down Iris, Fireweed, and even Lupine while driving to the Lariat. While the Lariat is not directly responsible for speeders, the fact that many more vehicles traveling through the neighborhood would undoubtedly result in more vehicles exceeding the posted speed limit. This is already a big problem and by doubling the size of the restaurant, there would undoubtedly be an increase in hazards for those walking, running, biking, and residents simply trying to enjoy their property. In a neighborhood where there are no sidewalks, increasing traffic would threaten the safety of pedestrians.

Noise: The traffic noise is intrusive, but the noise from the outside events have often exceeded the allowable 55 decibels. On numerous occasions, we have measured noise levels as high as 69 decibels while standing on our deck, well over 100 ft. from the Lariat. Some weekends, we cannot even hear our own conversations within our house due to concerts in the outside area where the Lariat Lodge has illegally expanded. Equating the impacts of the Elks Lodge, which has maybe 15-20 events annually that impact the neighborhood, with a restaurant that operates 7 days a week is a false equivalence. The Lariat has much more of a constant and daily impact on the peacefulness of the neighborhood than the Elks Lodge has annually. In addition, the kitchen exhaust fan often runs 24 hrs. daily and exceeds allowable noise levels. It is a constant audible intrusion. While the owners have claimed to mitigate the fan, whatever was done has not changed the noise level.

Lighting: The existing lights are very intrusive and shine in our windows from dusk until dawn. The neighbors have mentioned this to the owners many times, but nothing has been done. In fact, they recently installed an LED light that is brighter than the one it replaced. It is pointed directly at our house and is much brighter than

it needs to be, especially since other lights also remain on all night. When contacted about this, the owners said the light was required by the county and that nothing could be done about it. The Lariat should be required to submit a lighting plan and outside lights should be modified to conform to dark sky standards. Action should be taken on this now – we shouldn't have to wait as more lights are added and kept on 24/7.

The owners have paid lip service to working with neighbors to mitigate some of the negative impacts caused by their restaurant. However, they have yet to make changes to anything other than nighttime deliveries. They have been aware of many of these concerns for about two years and have yet to make relatively simple adjustments to lighting and fan-noise that would go a long way to making them good neighbors. While I know that the Lariat Lodge is here to stay, the business should try and work with their neighbors and not defy the intent of a peaceful existence for homeowners.

Thank you,
Julie Bell

Todd Hager

From: Isaac O'Kelly <isaacsokelly@gmail.com>
Sent: Saturday, July 18, 2020 1:24 PM
To: Todd Hager
Subject: --{EXTERNAL}--The Bark Garten of Evergreen's Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

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Hi Todd,

Hope you're having an ok day. I'm having an ok day. It was a great day, until I heard of your nefarious plan to exile ALL DOGS from the Lariat Lodge. This seems a bit extreme, no? I can assure you, some of the patrons of the Lodge are far more disruptive than their furry companions. As a lifetime resident of Evergreen, I see no reason to prohibit dogs on the front patio of the restaurant, and furthermore, there are more than an handful of restaurants in the Evergreen area which have outdoor spaces that permit dogs; I'm not sure what about the Bark Garten distinguishes it from other outdoor spaces in similar restaurants. Please focus on more pressing issues within Jefferson County and leave us and our dogs alone. Thank you very much and have an ok day.

— Isaac O'Kelly

Todd Hager

From: Joanna Redwine <joanna.redwine@gmail.com>
Sent: Sunday, September 27, 2020 8:15 PM
To: Todd Hager
Subject: Re: Comments on Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

Hello again Todd,

I just want to make one more thing clear. The traffic study found that 25-42-ish % of drivers were speeding. This translates to the hundreds of drivers a day I was referring to that drive unsafely. However, I think it is important to also point out that that means 75-58% don't speed, and that is so appreciated by the neighborhood. I interpret the safe drivers to be either locals or people who have been to the Lariat before and perhaps understand the context of where the bar is. I want it to be understood that we recognize all of the conscientious drivers and patrons of the Lariat Lodge that drive safely past our houses and that we appreciate that element of caution and respect. The problem isn't the majority of patrons who are respectful. The problem is that the minority do cause a very large problem for us. And, again, the fix is rather simple. Signs, traffic calming, painted center lines, enforcement, lowered speed limit, and perhaps looking into alternative approaches to the Brewery.

Thanks for your time and consideration,

Joanna Redwine

On Sun, Sep 27, 2020 at 4:20 PM Joanna Redwine <joanna.redwine@gmail.com> wrote:

I am writing to you as a homeowner on Iris Dr who has been significantly impacted by the Lariat Lodge and their customers. I attended the community meeting in 2019 and I want to reiterate the comments I made at that time.

1. The traffic on Iris Dr is not compatible with a neighborhood as it is now, without the Lariat Lodge expansion. We have a 3 year old and two dogs and enjoy walking around the block on evenings and during the weekend. This is not safe any longer on Iris Dr.

The traffic study suggested that the current signage, speed limits are sufficient for the neighborhood. First, I disagree for reasons I will expand upon below. Second, the speed limits are not adhered to. So, if one argues they are sufficient for the neighborhood, there needs to be an element of enforcement to stop the hundreds of speeding vehicles a day, including one clocked at 67 mph. With the absence of law enforcement enforcing the speed limit, traffic calming structures are important to install to enforce that vehicles do stay at or below the speed limit.

- You can tell when the drivers are local and when they are not. The driving behavior is different. I think the majority of speeders and unsafe driving is not intentionally careless. I think people are in a new place and busy with their own thoughts and conversations in their cars and aren't adequately aware of where they are and that they need to slow down and yield to people and animals. In contrast, the patrons of the Elk's lodge are local and they drive slowly and respectfully through the neighborhood. This is nearly universally true whether it is a typical Friday evening, a school dance being held at the lodge, a wedding. The patrons seem to understand they are in a neighborhood and they drive accordingly. They don't speed. They stay on the correct side of the road. They are mindful to the

neighborhood walking their dogs and small children. This is a stark contrast to the Lariat Lodge patrons. **I think what is needed is very clear signage and traffic calming devices to help instruct the Lariat Lodge patrons on how to follow the speed limit and to yield to people and animals. And very clear signage that wildlife on these roads is common and to proceed slowly.**

- I understand that the eastern side of Iris Dr is zoned commercial and not residential. I argue that does not mean that 100% of the traffic behavior should be more appropriate for commercial rather than residential. I think signage, traffic calming, stripes on the streets, law enforcement, and perhaps sidewalks, are all necessary to live with the volume of traffic that NOW EXISTS for the Lariat. I think increasing volume of traffic in this setting is not reasonable. And I suggest that the Lariat consider using the outside at the expense of part of the inside of its restaurant when weather permits rather than in addition to the inside. In this way they can have a dog park and not increase the number of patrons.
- Many people seem to be driving to the Lariat from outside of Evergreen and I suspect many do not immediately recognize they are entering a neighborhood because they think they are driving to a bar, which is generally located in a town, not a neighborhood. I think clear signage as you turn onto Iris from meadow stating you are in a neighborhood, speed limit is 25 mph (or lower would be better!) would really help.
- I have witnessed at least 15 narrowly averted head on collisions on the corner by Iris Dr. and Loco lane. The drivers leaving the Lariat take the inside corner and nearly hit drivers heading to the Lariat Lodge. There needs to be a reflective curve sign, a center line painted on the road, and I strongly feel a speed limit lower than 25 mph at least for the curve is necessary.
- We commonly observe drivers leaving the Lariat approach the curve at Loco Ln and stop in the middle of the road as they are confused about where to go. Stopping in the middle of the road causes obvious traffic dangers to others. This is an odd intersection. Again, there needs to be a curve sign.
- There needs to be enforcement of the speed limit. Word of mouth works, if several of the 100's of speeders per DAY(as evidenced by the traffic study) were stopped and ticketed, staff and patrons may then heed the speed limit and pass the word on to others to do so as well.
- I think that lowering the speed limit on Iris Dr. to 15 mph is warranted. There are no sidewalks, the road is narrow, as the volume of traffic is now, it is unsafe for me to walk my dogs on the street.
- The volume of traffic makes evenings and weekend days outside in our yard unpleasant. The loud motorcycles are unpleasant and are common.
- During the summer we spend many hours outside in the evenings. Routinely, the last group to leave the Lariat lodge hang out together in the parking lot, this is something I don't have a problem with, but then they all would leave at the same time, in a row, and speed fast past our house. I felt like this was intentional and it was a big "F-U" to the neighborhood. I would love to see that stopped.
- Many cats, elk, and deer have nearly lost their lives to Lariat Lodge patrons.

2. The noise from the hood should be kept at or below the standards set by the county. Presently it does not.

3. The lights on the building should conform to dark sky regulations, currently it does not and it is left on 24/7.

4. Below are a list of alternatives or compromises that could possibly allow the bark park to be preserved while minimizing the impact to the neighborhood:

- Perhaps the Lariat Lodge could maintain the current level of seating, but transition to the outside in months when the weather is nice, with fewer people inside, and move to more people indoors during

the cold months. In this way, they could have the bark park but not increase the impact to the community and neighborhood. Close the upstairs and part of the dining room in order to open the outside. Traffic and lighting problems still need to be addressed, even if the number of patrons does not change.

- What about working on a better entrance from Highway 74? Or parking at the church alongside Bear Creek to alleviate some of these issues?
- There are alternatives that don't disregard the neighborhood's needs. Please direct the Lariat Lodge to consider all of these alternatives and the strong opinions of the neighborhood regarding traffic.

The Lariat lodge owner and employees have defamed the neighborhood on social media by claiming we do not like dogs and are against the dog park. This is a lie. We have two rescue dogs. I believe there are nearly 20 dogs that live on Iris Dr and Fireweed nearby the Lariat. Personally, we love taking our dogs to breweries that allow it and enjoy other people's dogs when we are out. What we do not like, however, is nearly being run over on Iris Dr. by Lariat Lodge patrons. This happens frequently as the patrons seem unaware of their surroundings and need to be reminded. With signs and traffic calming devices. And a word upon leaving by the Lariat staff perhaps?

We don't dislike the Lariat Lodge itself, nor the owner, nor the staff, nor the patrons. We want to be respected as a neighborhood and that respect and consideration has not been adequately extended by that business. Taking care of your neighbors should be part of the successful business model. Lying about the intention of the neighborhood to rile up the larger Evergreen community against us is not appreciated. We're not asking for much. Just turn down the hood, turn down the lights, and help with the traffic problem your business created. Be nice and enjoy your success. Celebrate that success by helping the neighborhood you occupy co-exist with that success.

Thank you,

Joanna Redwine

Todd Hager

From: Lee Anne Powers <leeannepowers@icloud.com>
Sent: Tuesday, July 21, 2020 2:55 PM
To: Todd Hager
Subject: --{EXTERNAL}--Keep the dog patio at Lariat Lodge

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Saw the sign when eating at Lariat Lodge last week. Why close this wonderful dog area at the restaurant? It's out of the way (unlike many dog friendly restaurants) and so popular.

Why? Please don't.

Lee Anne Powers
Hiwan Golf Club neighborhood, Evergreen

Sent from my iPhone

Todd Hager

From: Jack Bestall <jack@bestallcollaborative.com>
Sent: Thursday, September 24, 2020 10:39 PM
To: mschuster@co.jefferson.co.us; Russell Clark; Todd Hager
Subject: --{EXTERNAL}--LARIAT SHOULD PROVIDE THE TYPICAL INFORMATION REQUIRED FOR ODP'S DURING THE ZONING PROCESS NOT AFTER

Follow Up Flag: Follow up
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Gentlemen.

The Lariat is asking to increase by 4,700sf and allow continued use of the area it has been illegally using the last 4 years. It is important that the County not go down the same path followed in 2014 and consider and approve zoning without appropriate plan information and public participation. The impacts are already known for the requested expansion. The applicant must provide a preliminary Site Plan, Lighting Plan, Offsite Roadway Improvement Plan and conditions that would manage and control the impacts on the use of the outside area.

The comparison of a conference center facility for groups with longer stay, well managed functions in 2014 to a 7 day a week brewery/bar/restaurant that has taken to hosting events with electronic amplification, without sufficient parking, and no control over after hours security, and the volume and speed of traffic was inaccurate at best and disingenuous at worst. It was not possible to consider the appropriateness of the zoning request then and certainly now – evaluating a request for expansion without sufficient information is even more difficult.

1. On its face, the Lariat should not be allowed to expand and additional 4,700sf. Having operated illegally at this size over the last four years, based on the County's traffic counts and the Lariat's traffic memo we know that the traffic has increased from 100ADT to 1250ADT and is overwhelming the local neighborhood streets and creating an unsafe condition for pedestrians. The local streets were not designed for this volume of traffic – they have no sidewalks, no traffic calming, and have a section that is less than 22' wide. This unsafe condition has severely impacted the neighborhood.
2. Based on the Lariat's request for amending its zoning – the Staff, Planning Commission and Board of County Commissioners must have sufficient information to evaluate the zoning request and Planning has the authority to require the Lariat to provide this information now (at least in the form of preliminary plans, parking easements, standards and operating procedures which can become a condition of the zoning) as part of the zoning process. It is important to note that now is the time to adequately engage the public, rather than consider the zoning and then require plans at the time of Site Development Plan when public engagement is very limited and there is no adequate public forum. Disallowing public participation in the review process is particularly important in this case because Hiwan Village does not have an HOA and the built-in means to participate and organize within that organizational structure. Further, the onsite and offsite evidence of impacts to the neighborhood and surrounding area is already documented and should factor in to the evaluation of the facility and the impacts the type and extent of the existing use are having.
3. The Lariat, by Resolution, must meet the standards that other similar businesses are required to meet in Jefferson County and submit as part of the ODP, at a minimum a Conceptual Site Plan, Development Standards, Operating Conditions, traffic mitigation plan showing how it meets parking, sound abatement and proposes to meet the existing and proposed traffic mitigation requirements as conditions of the zoning. My experience with ODP's is that this information is typically required at the time of submittal and review of an Official Development Plan; and I am not finding any of this information on the website.
 - a. Parking. The plan must be shown that there is sufficient, ADA accessible parking within 250' of the building entry. The parking facilities must be improved to County dimensioning, striping, paving and

lighting standards. If shared parking is necessary to meet the parking requirements and other properties are utilized – agreements between the properties must be prepared to County standard in the form of easements with maintenance agreements that are recorded to run permanently with the properties forever.

- b. Roadway Improvements. The existing streets do not meet commercial standard and are inadequate to the Lariat in their current condition since the Lariat's traffic volume is 10X the amount that would be used daily by the residents. The Lariat must prepare an offsite roadway improvement and maintenance program that provides for adequate signage, striping, paving and traffic calming improvements including three table tops – one on the hill coming up off of Meadow Drive; one on the Iris straightaway; and one on the hill on Fireweed near the Lariat. A traffic calming improvement should also be considered at the intersection of Loco and Iris Drive. The Lariat should be required to provide the design and improvements for the roadway improvements as an offsite impact.
- c. Lighting Plan. The lighting on the Lariat building, out-buildings and parking areas is not to County standard and was illegally placed without a Lighting Plan. A Lighting Plan should be required during the zoning review to address how the building and parking areas are going to be made safe without flooding light offsite or impacting the night sky view shed. The lighting should also fit the character of the Lariat Building which holds prominence in the history of Evergreen – and lighting placed for commercial purposes may not be appropriate or respectful of the architecture and significant events that once occurred on the property.

Even if it were possible to mitigate the expansion – it remains to be seen if it is the appropriate type and extent of a land use based on its location, lack of emergency access, and known existing impacts to the adjacent neighborhood.

Please let me know when we can discuss this and how and when this information will be made available by the applicant.

Thank you.



BESTALL COLLABORATIVE LIMITED 720.810.6480
jack@bestallcollaborative.com PO 2223 Evergreen CO 80437
Planning Environment Construction Management Development

Todd Hager

From: Lori Hugh <lorihugh@comcast.net>
Sent: Friday, August 7, 2020 5:00 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat bark garden

Follow Up Flag: Follow up
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I could not get on website to sign petition but please keep this special place open. It's one of the few spots to safely enjoy time you with your furry friend while safely socializing with your human ones. More laces like this are needed Lori hugh

Sent from my iPhone

Todd Hager

From: Jack Bestall <jack@bestallcollaborative.com>
Sent: Thursday, September 24, 2020 11:08 PM
To: Todd Hager
Subject: --{EXTERNAL}--HIWAN VILLAGE ANTI-DOG - REALLY?

Follow Up Flag: Follow up
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Hi Todd.

As we enter the weekend zone and traffic continues to grow on the way to the Lariat – it needs to be documented that the Lariat has been very disingenuous in trying to attract support from its patrons by claiming on its website and through social media that Hiwan Village is against dogs and the Lariat's 'Bark Garden'. Rallying an outcry about how mean the neighborhood is in trying to shut down a dog park. We didn't know that was an approved use at the Lariat – but, we certainly aren't anti-dog.

This isn't about neighbors being anti-dog; its about reclaiming our quiet neighborhood and feeling safe to walk a dog as the Lariat promotes its 'Bark Garden' and invites more and more visitors and traffic into the neighborhood. The Lariat's own traffic engineer has documented what we knew – 10X the number of vehicles (1250) are using our streets on their way to the Lariat each Saturday. We are conducting a dog census and have already gotten to 15 dogs along Iris Drive and we are just starting.

I have two dogs – note how worried they look watching the traffic go by. I don't blame them.





The neighborhood is worried too – this is Saturday morning two weekends ago. 32 bikes – 42 riders.
Thanks.

Jack

BESTALL COLLABORATIVE LIMITED 720.810.6480
jack@bestallcollaborative.com PO 2223 Evergreen CO 80437
Planning Environment Construction Management Development

Todd Hager

From: Lisa Cornacchia <mrs.c1@mac.com>
Sent: Sunday, October 4, 2020 2:05 PM
To: Todd Hager
Cc: evergreen.manager@lariatlodgebrewing.com
Subject: --{EXTERNAL}--Save the Bark Garten

Follow Up Flag: Follow up
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Hello Todd,

We are emailing in favor of the Lariat Lodge Bark Garten. Our family enjoys coming to a safe place to eat with our pup and kids. We are local and this is a local place. We've also signed the petition.

Thank you!

Take care~
Lisa Cornacchia

October 7, 2020

Mr. Todd Hager - Planner & Case Manager
Planning & Zoning Division Jefferson County
100 Jefferson County Parkway Golden, Colorado 80419

RE: Lariat Lodge Rezoning – 19-129748RZ

Dear Mr. Hager:

I am writing to express my strong opposition to the request of the Lariat Lodge to more than double its GLA. Most of the issues that have proven to be problems were raised when the Lariat originally requested a rezoning, and promises were made about how these items would be dealt with. For your information and use in considering this case, I am quoting statements taken directly from the tapes of the March 25, 2014 County Commissioners meeting. The discussion starts about 54:30 on the meeting clock, with some other times inserted for your convenience. Items in quotes are as close to the original as I am able to make them. I have added emphasis; in addition, my comments follow some statements and are italicized; .

Mr. Aaron McLean of Jeffco Planning and Zoning stated the following (emphasis added by me):

The property to be rezoned is a continued use of the Conference Center. The rezoning is similar to the "Convenience Level." This is the least intense level of commercial zoning. He used the word limited to describe activities that would be allowed. The facility would be used for meeting spaces and for business offices. The square footage for each was then listed.

1:00. "Lighting will not be allowed to intrude on the property lines and will follow county regulations for meeting certain thresholds at the property line as well as being full cut off down-casted lighting fixtures." Odor should be minimal. . . Noise is something that is enforced by CO (unintelligible) statutes and by our Sheriff's office. "

McLean repeated that the rezoning would add limited uses – brewpub/vintner, restaurant, low intensity specialty goods and services. 1:1:06. "ODP will limit commercial activities in scale so it does not create further impacts to the residential area to the north and the traffic impacts will be consistent with what is currently allowed." He also stated "This dictates customers of the proposed uses will park within the property boundaries."

Mr. Anders Ruikka then spoke.

"We live on that property right now." *(The Ruikkas had asked to have the cottage located on the property re-zoned in this petition; they moved out shortly afterward.)*

Mr. Ruikka recounted the pre-application community meeting. They felt the "concerns were manageable." They committed to retain the historic significance of the buildings and earn a livelihood. He noted that the major concerns expressed were 1) parking on the road, 2) noise from the parking lot, and 3) traffic, and made the following statements as to how they were addressed:

- 1) He said that the issue of parking on the road had been dealt with when the county erected no parking signs in the neighborhood. He stated that they have 50 parking spots and have an easement for an additional 30 spots.

- 2) 1:03:50 Noise. "If we can limit. . . large crowds we will also resolve some of the parking issues that comes with large crowds. Also, by having a restaurant we will be reducing seating from what the Conference Center would generate." "The Conference Center events generates a lot of noise because people know each other . . . they get livelier than people walking into a restaurant." They would limit the amount of building space, and he cited the ODP. "We can limit what's happening in the future." "Mixed uses. . . will also reduce traffic."
- 3) Traffic analysis. "The count was established and we felt it was very positive and nothing more than what was in the past. The same thing there, the ODP was (will?) limit the structure on the property. Mixed uses of offices and restaurants. . . will also reduce traffic. . ."

He stated that feedback from three neighbors was "very positive." We looked at the ODP and "we picked uses that are in the neighborhood level." (*A petition opposing the rezoning was circulated in the neighborhood and was signed by 58 residents of the Fireweed Loop. A copy of this petition was submitted to County Commissioners.*)

Mr. Ruikka quoted Candy Porter, who formerly managed the Conference Center, as saying that the Conference Center was open seven days a week from 7 a.m. to 11 p.m. with up to 125 people at events. (*Ms. Porter did not say how many days a week the Center was used on average, or why it would have closed if it was so successful.*)

It is clear to me that the original rezoning was presented to the Commissioners as a continuation of an already established business, which would have the same effect on the neighborhood and which would not prove to be a disruption to our community. Please note the repeated use of the word "limit" or "limited" in the testimony given to the Commissioners. I trust that, when you present this case to the Commissioners, you will be completely open, not only about the increases in traffic that have occurred, and the further increases that are projected if the seating area is expanded, but also about complaints regarding lighting and noise expressed by the close neighbors.

In 2014, the Commissioners stated that this was a "tough decision" because of the location's proximity to a residential neighborhood. Mr. Ruikka was encouraged to "work with the community" and Commissioner Tighe said (2.11) that if there were problems ". . . we have to watch and see what happens. . . see if we need to do something with those streets."

I ask that the Planning and Zoning Department deny this request for additional GLA to be added to the Lariat Lodge. If it is approved, then Jeffco needs to bite the bullet and make a substantial investment in infrastructure; perhaps by securing land to change the road approach to the Lodge. It would be expensive, but considering the alternative--downgrading an affordable, family-friendly neighborhood, where many people, in addition to residents, walk frequently--the investment would prove to be worthwhile.

Please let me know if you need additional information. I very much appreciate your assistance in finding the materials from the 2014 meeting. Thank you.

Catherine Rafter
28226Lupine Drive
Evergreen, CO 80439

Dylan Monke

From: Ariana Vasquez Lokey <acvlokey@gmail.com>
Sent: Friday, June 25, 2021 11:08 AM
To: Dylan Monke; Russell Clark
Cc: Jack Bestall
Subject: --{EXTERNAL}-- PLEASE REPLY - Lariet Lodge Zoning Violation - Follow-Up

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Dylan Monke and Mr. Russell Clark,

My name is Ariana Vasquez and I live on Iris Dr. in Evergreen, CO near Lariet Lodge. My husband and I moved here last summer. We really love living up here and we also like Lariet Lodge (we order food to go from them at least once a week). When we moved in, it was obviously during COVID. Now that (thankfully) many people are vaccinated and going out to eat at restaurants more we have noticed a HUGE increase in traffic and cars driving on Iris Dr to get to Lariet Lodge. Our neighbor, Jack Bestall, who has emailed you several times without a reply, has kept us updated on his attempts to correspond with you and also find a solution to the Lariet Lodge zoning violations.

Prior to moving to Evergreen we lived in downtown Denver, so we are no stranger to traffic or people using amenities around our living space. However, people often drive way too fast on Iris, do not look out for those who are walking in the neighborhood, and there is often overflow parking from Lariet Lodge spilling into our street.

Could you please reply and let me know the status of the Lariet Lodge Zoning Violations and your plans to address the concerns of me and my neighbors? Thanks in advance!

Ariana Vasquez, PhD

Dylan Monke

From: Ariana Vasquez Lokey <acvlokey@gmail.com>
Sent: Friday, June 25, 2021 11:08 AM
To: Dylan Monke; Russell Clark
Cc: Jack Bestall
Subject: --{EXTERNAL}-- PLEASE REPLY - Lariet Lodge Zoning Violation - Follow-Up

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Dylan Monke and Mr. Russell Clark,

My name is Ariana Vasquez and I live on Iris Dr. in Evergreen, CO near Lariet Lodge. My husband and I moved here last summer. We really love living up here and we also like Lariet Lodge (we order food to go from them at least once a week). When we moved in, it was obviously during COVID. Now that (thankfully) many people are vaccinated and going out to eat at restaurants more we have noticed a HUGE increase in traffic and cars driving on Iris Dr to get to Lariet Lodge. Our neighbor, Jack Bestall, who has emailed you several times without a reply, has kept us updated on his attempts to correspond with you and also find a solution to the Lariet Lodge zoning violations.

Prior to moving to Evergreen we lived in downtown Denver, so we are no stranger to traffic or people using amenities around our living space. However, people often drive way too fast on Iris, do not look out for those who are walking in the neighborhood, and there is often overflow parking from Lariet Lodge spilling into our street.

Could you please reply and let me know the status of the Lariet Lodge Zoning Violations and your plans to address the concerns of me and my neighbors? Thanks in advance!

Ariana Vasquez, PhD

Todd Hager

From: GREGORY DUFFORD <gjsaduff@comcast.net>
Sent: Wednesday, February 5, 2020 2:17 PM
To: Todd Hager
Subject: --{EXTERNAL}--Case# 19-129748RZ

Follow Up Flag: Follow up
Flag Status: Flagged

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I live in Hiwan Hills. I am not a close neighbor of the Lariat Lodge, but I do have a great deal of empathy for those who are. The traffic increase alone caused by this business must be unbearable, but what I have noticed on the nights I have been a patron at the Lariat Lodge is all of the exterior lighting. Although string lighting is festive and attractive, I would suggest that the amount of light emanating from the premises is excessive. I would hope that the business would reduce some of the exterior lighting, and shield whatever it can. Currently, anybody living in the nearby homes with a telescope on their deck doesn't have a prayer of seeing anything in our night skies other than a full moon!

Thank you for your consideration.

Janis Dufford
gjsaduff@comcast.net

Todd Hager

From: Marion80439 <marion80439@aol.com>
Sent: Sunday, February 9, 2020 12:58 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge Zoning

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I would like to support efforts to change the zoning/approve the appropriate zoning for the area next to the Lariat Lodge. I have been there during the summer and observed the patio with patrons/dogs. It was quiet and people were responsible about cleaning up after their animals. The employees were able to manage the area.

Thanks for your consideration,
Marion Jennings
Evergreen Resident/Responsible Dog Owner

Todd Hager

From: Steve Williams <stevenmarkwilliams@yahoo.com>
Sent: Tuesday, March 3, 2020 2:49 PM
To: Todd Hager
Subject: --{EXTERNAL}--Opposition of Lariat Lodge Rezoning

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We moved into our home in Hiwan Hills long before Lariat Lodge and now have to live with the inconvenience, headaches and reduced property value of the bar being near our house. Prior to Lariat Lodge, the commercial traffic on our street was minimal and spread out throughout the week. We now live with the impact of traffic, noise and excessive lighting during lunch and dinner every day. The following are our objections to the proposed rezoning. Please carefully consider the impact this bar and rezoning has on a residential area.

Noise:

We no longer open the windows on the front of our house when the patio is open or when live music is playing. If our windows are open we can sit in our living room and understand the conversations happening on the patio or sing along with the songs being performed. When you consider that we do not have air conditioning it is quite an inconvenience to have our windows closed in the summer, not to mention that nobody should have to lose the solitude of being in their home just because a business located nearby.

The business owner has tried to muffle the sound of the kitchen vent fan but it is still quite loud. We invite you to come stand on our front porch and listen to the noise to judge for yourself if you find it obnoxious. Most of the time the fan runs all night. Even if we couldn't hear the noise from the patio we wouldn't open the windows on the front of our house because we can hear the fan inside our house as well. The fan needs to be moved to the other side of the building.

Lights:

The owner has adorned the building with lights on all the ridge lines of the roof. Those lights are on all night and shine through the windows of our home. We have had to purchase heavy drapes to block out the light at night. While I would like the lights to be taken down but at the very least they need to be turned off at a reasonable time each night.

Traffic:

We have two issues with the traffic. (1) Street parking is still allowed on Iris Street (both sides). When people are parked on the street it causes the traffic going to the bar to bunch up and drive down the center of the road. Please remember this is a residential area with driveways, kids riding their bikes and mail boxes. I believe eliminating street parking on Iris would solve the problem. (2) We also have the unique problem of car lights from bar traffic shining in our main living area windows after dark. I suspect nobody else has this problem but if the owner would work with us to plant trees along the road in front of our house this issue could be resolved.

Williams Family

Hiwan Hills Residents

Todd Hager

From: Heather Hoglund <heather@hoglund.com>
Sent: Monday, February 24, 2020 2:41 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge Rezoning - Support

Hello -

I am in support of rezoning Lariat Lodge. The Lariat Lodge has been a favorite spot for us to stop at even before we moved to the Evergreen/Kittredge area. It's one of the few places in town with a dog friendly patio, spectacular views, and delicious food and beverage. On top of this, the rezoning is for square footage already being utilized by the brew pub, meaning there is no expansion necessary. Why would we risk pushing this establishment out of our community?

Anders is clearly willing to work with the current residents of the neighborhood to solve issues like noise and light pollution, as well as enforcing speed limits. It was evident at the community meeting that Anders and his team have already taken steps to fix things at the restaurant per prior complaints from the neighborhood residents, even when, contractually, he was not obligated (ex: kitchen fan, outdoor music, etc.).

The noise and traffic issues are understandable, as I would not want traffic speeding by in front of my house, but the fact of the matter is the lot was zoned as planned development before most of the residents purchased homes in the neighborhood. It leaves me confused as to what most of the residents were expecting on that lot, but it also does not directly correlate to the rezoning issue. Yes, these issues of traffic and noise need to be addressed and solved, but not at the expense of a responsible business owner and contributing member of the Evergreen community.

Thank you for considering my thoughts on this matter,
Heather Hoglund
Kittredge Resident/Dog Owner

Bestall Collaborative Limited

Planning Environment Construction Management Development

April 23, 2020

Mr. Todd Hager - Planner & Case Manager
Planning & Zoning Division Jefferson County
100 Jefferson County Parkway Golden, Colorado 80419

RE: Lariat Lodge Rezoning – 1st Referral Comments

Mr. Hager.

It is my understanding that the applicant has received the March 5th - 1st Referral comments for its Rezoning application. There are several aspects of the applicant's submittal and the referral comments that require clarification, additional information and analysis.

Background - Perpetuation of a Myth as to Use.

The applicant continues to perpetuate a myth that nothing changed when the restaurant use was approved for the Lariat Lodge & Brewery from the original use. That is incorrect and does not adequately provide a description of the impact the new use has had on the neighborhood. The property and the buildings were used originally as a Christian Conference Center primarily during the summer and fall seasons – which is a very different type of use than a commercial restaurant, retail service, residence and office uses operating 7 days a week 6am – midnight in the case of the restaurant.

Traffic Implications.

The traffic considerations for a conference center are quite different than for the commercial businesses now housed in the conference center buildings. There are very few daily trips associated with a conference center and more occupants are in each vehicle with vans and buses used to transport many conferees in and then out once at the beginning and end of a conference. That is in part, why there was never a need for many parking spaces.

- Traffic should be measured for the entire project impact not just for the additional request of GLA. This is a classic cumulative impact condition – once in with the initial impact that has had a major adverse impact – the effort is made to just measure the incremental impact on the new base traffic. That is not an accurate measurement and consideration of the impacts on local streets were not designed to carry such traffic volumes.

General

- Item 2. The submitted Cover Letter states the business has 265 total seats while the submitted Transportation Analysis notes the proposed land use at a maximum of 200 seats. Analysis will be required to show the impact of the actual number of seats in the structure.
- The original conference building upstairs had four lodging rooms and one meeting room – the change to restaurant seating in the upstairs is a major change with associated impacts.
 - The decks areas should be included in the LGA.
 - The outside area should be treated as a sit-down restaurant, dog park and event space with stand-up crowds – that is what the Lariat uses it for.
 - When the Lariat Lodge opened, the outside area was not used and social media had not taken hold as part of the marketing effort. In year 2 the outside area began to be used – tables for restaurant seating, tent structures and umbrellas, and entertainment venue facilities were set up. This grew with group events and events sponsored by other businesses. Traffic and parking demands grew with it. The events promoted the daily use of the facility causing traffic to increase on the streets to over a 1000/day as measured by Jefferson County.

720.810.6480 jack@bestallcollaborative.com PO Box 2223 Evergreen Colorado 80437

Bestall Collaborative Limited

Planning Environment Construction Management Development

ODP Document:

Item 3. Add no outdoor amplification allowed.

- This would be a big help – but, events should not be permitted, and groups of greater than 20 should not be allowed outside. In actual operation, this area has become uncontrolled.
- The best resolution would be for the outside area not be available – except for the decks on the building.

Parking:

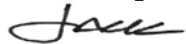
Item B. Although the Reciprocal Parking Easement agreement submitted states shared use of the parking lot to the south, consideration of the parking cannot be used as Church of the Transfiguration Official Development Plan does not allow the primary use of the subject property. Please refer to the Zoning Resolution Section 14.F.1.a.

- Shared use of the Evergreen Church to the north should be carefully considered as well to see if it is actually feasible. It is not available if the Church is occupied; and it has events in conflict with the restaurant schedule.
- There is also a shared parking with the Center Stage – this is an unworkable situation when the Center Stage is in practice or event mode. The Center Stage was not developed with adequate parking and it runs out of space with the restaurant in operation.

It is unfortunate that the Lariat attempted to take advantage of its situation and continue to add outside of its approved zoning. It is also unfortunate that the Lariat continues to attempt to influence its clientele against the neighborhood through its website and social media. The neighborhood is not against business and residents go to the Lariat. However, the residents and businesses are attracted to this community because of its beauty, lifestyle and wildlife.

The Lariat has had a major adverse impact on those values and on the people that live here. It has become a square peg in round hole. This is especially apparent now during the pandemic when it is not open for business. The neighborhood has returned to what its quiet, serene condition prior to 2015 and we can all breath again and not hear the constant vehicles speeding by, kitchen fans, slamming doors, electronic music that emanated from the Lariat.

Many in this neighborhood wish to continue to work with Jefferson County on rectifying the traffic safety, noise and lighting impacts. Thank you for your consideration of these issues.



Jack Bestall, Principal
Bestall Collaborative Limited

Todd Hager

From: Sean Ender <sa.ender7@gmail.com>
Sent: Monday, February 24, 2020 2:48 PM
To: Todd Hager
Subject: --{EXTERNAL}--In Support of Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

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Mr. Hager,

I'm writing to support Lariat Lodge Brewing in their efforts to rezone their business in order to incorporate the outdoor space back into their business. The Lariat Lodge is a wonderful business that contributes greatly to the greater Evergreen community and lifestyle. I spoke to this at the first meeting on this issue, expressing that without the Lariat Lodge our town would be a lesser place. Lariat Lodge has shown numerous times that they are willing to be respectful to their residential neighbors by ceasing outdoor concerts, and making improvements to their building to minimize noise. In addition, Lariat Lodge positively impacts our community. They hold fundraisers for organizations like the EAPL, and have even raised funds to help an employee and new mother in a time of great financial need as she battled a health emergency.

In question is Lariat's ability to utilize space that is already on their property, the patio and what they call the "Bark Garden." This is a space that is unfortunately fairly unique in the area. It's no secret that this community loves recreating outdoors, and it's also not a secret that a great many of us have our dogs with us wherever we go. Lariat used to be one of the few places, and in my opinion the best place, to visit after a hike or a paddle. We could sit with our companions on the patio, enjoy a beer and a meal while meeting new friends. The area wasn't loud, it was kept clean, and patrons respected Lariats rules as well as their neighbors. It would be a shame if this area permanently went away.

At the initial community meeting there was opposition based on noise and traffic. I wrote earlier about Lariat's willingness to be respectful to the neighboring residents. Anders has shown time and again that if the neighbors have complaints that he is willing to listen and do what he can to coexist in a respectful manner. There is nothing that says Anders had to change any of the business's activities, but he did and that speaks a lot to his character and responsibility of his business.

Second, regarding the traffic - I can sympathize with the neighboring resident's complaints about an increase in traffic. However, I feel that the solution to this problem is not to punish a responsible business owner. The area where the Lariat Lodge calls home was always zoned as commercial property. So whether you moved to that neighborhood before or after Lariat, it was always a guarantee that a business would eventually go in there. The increase in traffic and issues that come along with that can and should be solved, but not at the expense of a responsible business and contributing member of our community. As a community we should appreciate that the business that did go into the area respects and works to improve relationships with his neighbor. The area could certainly be occupied by any number of other industries that potentially create even more noise and traffic, but who would not care how that effects the neighbors. Any successful businesses will increase traffic. There are ways to improve roads and mitigate traffic issues, but to me that is a separate issue that should be addressed as such.

The question at hand, should Lariat Lodge be granted permission to rezone and expand onto an area already established. Absolutely! Lariat creates jobs and revenue for the community. Lariat provides an enjoyable experience to a great number of citizens in the area. Lariat contributes to the community through philanthropic efforts. I support the Lariat Lodge and I support this rezoning application because I want to live in an area where a place like this can thrive.

Thank you,
Sean Ender
Kittredge Resident

Todd Hager

From: PAUL A PHILLIPE <everphillipe@msn.com>
Sent: Sunday, September 13, 2020 2:49 PM
To: Todd Hager
Subject: --{EXTERNAL}--Case #19-129748RZ

Follow Up Flag: Follow up
Flag Status: Flagged

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To: Todd Hager
From: Karen Phillipe
everphillipe@msn.com
Sent: September 13, 2020
Subject: case # 19-129748RZ

Todd Hager,

I am writing in opposition to the expansion of the Lariat Lodge in Hiwan Village, Evergreen, Colorado. My husband and I have lived in our home in Hiwan Village for fifty one years. We have experienced many changes over the years which have been positive changes until the Lariat Lodge came into our once peaceful and quiet neighborhood. We walk most days and have encountered speeding traffic and inconsiderate drivers coming from Lariat Lodge, and if Lariat Lodge is allowed to expand it will get much worse which will make it unpleasant to walk in our own neighborhood. Yesterday there were thirty very loud motorcycles that went down Iris coming and leaving Lariat Lodge. There is only one way in and one way out to access Lariat Lodge. We also have new families in Hiwan Village that have young children that like to ride their bikes and the added traffic would be dangerous to the children. This is a residential neighborhood and we hope people will respect and be considerate of the people that live here young or old.

We also in opposition to the loud kitchen fan and all of the outside lighting. Those problems have been addressed before at another meeting but no improvements have been made.

Thank you for your consideration.
Karen and Paul Phillipe

Sent from my iPad

Todd Hager

From: Colin Rittgers <colin.rittgers@gmail.com>
Sent: Monday, June 1, 2020 10:13 AM
To: Todd Hager
Subject: --{EXTERNAL}--Bark Garten at Lariat Lodge

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Mr. Hager,

My wife and I love the food and atmosphere at Lariat Lodge, and we really enjoy having our pups with us. We are disappointed that the Bark Garten is currently closed due to zoning issues.

There are so few places to enjoy food and drinks with our pups already, so we would really like to see the zoning restrictions lifted and the Bark Garten reopened.

In this time where restaurants are struggling to survive, and outdoor seating space is necessary for the success of restaurants, the Bark Garten should be reopened.

Thanks in advance for your concern and action on this matter.

Colin Rittgers
Arvada, CO
(720) 663-8662

Todd Hager

From: Scott McDermid <smcdermid99@gmail.com>
Sent: Monday, September 21, 2020 1:33 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge case # 19-129748RZ

Follow Up Flag: Follow up
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CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing concerning the zoning application for the Lariat Lodge in Evergreen. I am a nearby resident and am one of many being impacted by this business operation. I would like the records to show that I am strongly opposed to the approval of this rezoning application. The Lariat Lodge has a proven record of operating outside of previously approved zoning and was issued a number of violations last year. This business is highly impactful on the residential neighborhood where hundreds of vehicles now travel per day.

- This expansion will negatively impact the surrounding residential neighborhood forever. Unfortunately, we are seeing a significant increase in traffic and noise, all directly related to the Lariat Lodge. We have been subjected to over 1000 vehicle trips per day, delivery trucks at all hours and amplified music events. The volume and speeds at which vehicles now travel streets like Iris Drive have made this an unsafe place to live.
- The local streets were never designed for this volume of traffic and any zoning must include the requirement to have the Lariat make off-site improvements for traffic calming.
- Outside lighting at the Lariat Lodge fails to conform to dark sky standards and is on all night. An approved lighting plan must be submitted and approved.
- This business continually fails to meet noise ordinances, especially with the kitchen exhaust fan.
- Parking is another issue that must be addressed. This business does not have adequate parking in a long term agreement or easement. Parking overflow routinely affects the surrounding neighborhood.

I am requesting that the Lariat Lodge not be allowed to expand their outside seating above what was in the original, approved zoning when the business started. Any increase in seating will only create a greater impact to the surrounding residents through traffic and noise. From the Lariat Lodge's own traffic analysis, it is estimated that there will be 998 vehicle trips per day and 1,249 trips on each Saturday. This volume of traffic is completely unacceptable to route through a residential neighborhood on streets that are designed for a fraction of that amount.

Thank you for your time. Please contact me with any questions.

Scott McDermid
27873 Iris Drive.
Evergreen, CO
970-529-3424

Todd Hager

From: Andy O'Dower <andyodower@gmail.com>
Sent: Wednesday, July 1, 2020 6:34 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please help Lariat lodge with their zoning request!!!

--

Andy O'Dower | andyodower@gmail.com | odower.com | [@odower](https://twitter.com/odower) | 303.513.0469

Todd Hager

From: Julie Bell <mcdbell99@msn.com>
Sent: Monday, September 21, 2020 6:22 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat Lodge expansion proposal

Follow Up Flag: Follow up
Flag Status: Flagged

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Dr. Mr. Hager,

I am writing to state my opposition to the proposed expansion of the Lariat Lodge Brew Pub. The Lariat should not be allowed to use the outside area except for the decks attached to the building. Especially since they constructed the outside seating area illegally and outside of their original permit. Why should they be rewarded for breaking the rules and not following proper procedures? They have used social media to promote the false narrative that the dog area and concert venue were closed because of neighborhood complaints. You know the truth that Jefferson County restricted the outdoor space because the owners expanded illegally outside of their permitted operating area. Now that they are finally following procedures, I am asking that the county deny the Lariat's proposal to double their capacity. If allowed to expand, the restaurant will exasperate an already untenable situation regarding the lack of parking, traffic and safety concerns, noise intrusion, and excessive lighting that is on 24 hrs. daily.

When Anders Ruikka first testified before Jefferson County in his request to re-zone this area for the Lariat Lodge, he stated that noise would be reduced from it's use as a Conference Center. This is not the case, in fact noise levels have increased. Mr. Ruikka also stated that crowds would be reduced since some square footage would be reduced for kitchen and bathroom facilities, and that there was not much room for expansion beyond the 4,000 sq. ft. space. However, now he is proposing to more than double capacity. After 5 years in operation, the negative impacts to this neighborhood have been proven and if the Lariat is allowed to double their capacity, this will result in doubling the negative impacts to the surrounding neighborhood.

First, let me state the mischaracterization of opposition promoted by the Lariat Lodge to the proposed expansion. They are attempting to portray any opposition to their restaurant as neighbors opposing the Lariat dog park. There are at least 15 dogs living in the residences between Meadow Dr. and the Lariat parking lot. We love our dogs and do not want them run over while walking our neighborhood streets. The outdoor space was built illegally outside of their original allowable permitted space. It is not about opposing a space for dogs outside, it is about the illegal doubling of occupancy into a space that was constructed without permission from Jefferson County.

Parking: When originally proposed, the Lariat stated that they had 50 parking spots on their property and an easement for an additional 30 on the nearby Church property under a temporary agreement. If this temporary agreement with the Church ends, the doubling of the allowable space would result in an additional strain on the neighborhood with an even more inadequate parking situation. There are many days, particularly on the

weekends, when I have counted well over 100 cars parked on the Lariat property and at the Church. Where are the additional 100 cars supposed to park if the restaurant doubles its capacity? And the argument by Mr. Ruikka that if there is no parking, customers will leave does nothing to alleviate the traffic on the residential streets traveled to discover that parking is inadequate. The Lariat should prove that it has parking in place for its use in perpetuity, not simply a contract that could expire. It should be an easement that is recorded and not a weak parking agreement.

Traffic and Speeding: When the Lariat Lodge was first proposed in 2014, the original traffic count was 25-27 car trips in the morning and the same in the evenings on Iris Dr. The Lariat's own traffic analysis conducted last year shows that there are now 998 daily trips with as many as 1,249 on Saturday. That is an exponential increase, especially for a street that dead ends at the business! Even for an area that is zoned residential on one side of the street and limited commercial on the other, this increase is extremely excessive. On a recent Saturday, I counted a group of 30 motorcycles, many with 2 occupants, driving down Iris Dr. The noise was extremely disruptive for about 15 minutes both during their approach to the restaurant and upon departure (no doubt all were accommodated, despite COVID restrictions since they were at the Lariat for about 2 hrs). And this is not a rare occurrence. In what other residential neighborhood is this acceptable? And of course, there is a constant stream of cars, trucks, and motorcycles speeding down Iris Dr. every day of the week which makes it extremely unpleasant for residents to sit on our decks, walk through our neighborhood, or have windows open in their houses. When the space was used as a conference center, this was not the case since traffic was concentrated to specific days when events took place, not all day, every day of the week. And when the Lariat first opened and only used the allowable permitted space, traffic was much less than it is now since they illegally built the outside space and doubled their permitted service area. Any zoning should be conditioned to require the Lariat to make offsite improvements, such as traffic calming devices like table tops, lane controls and signage. Despite the argument of partial residential and partial commercial use, the local streets of Hiwan Village were not designed for this type of traffic volume with only one way in and one way out.

Safety: Many vehicles speed every day down Iris, Fireweed, and even Lupine while driving to the Lariat. While the Lariat is not directly responsible for speeders, the fact that many more vehicles traveling through the neighborhood would undoubtedly result in more vehicles exceeding the posted speed limit. This is already a big problem and by doubling the size of the restaurant, there would undoubtedly be an increase in hazards for those walking, running, biking, and residents simply trying to enjoy their property. In a neighborhood where there are no sidewalks, increasing traffic would threaten the safety of pedestrians.

Noise: The traffic noise is intrusive, but the noise from the outside events have often exceeded the allowable 55 decibels. On numerous occasions, we have measured noise levels as high as 69 decibels while standing on our deck, well over 100 ft. from the Lariat. Some weekends, we cannot even hear our own conversations within our house due to concerts in the outside area where the Lariat Lodge has illegally expanded. Equating the impacts of the Elks Lodge, which has maybe 15-20 events annually that impact the neighborhood, with a restaurant that operates 7 days a week is a false equivalence. The Lariat has much more of a constant and daily impact on the peacefulness of the neighborhood than the Elks Lodge has annually. In addition, the kitchen exhaust fan often runs 24 hrs. daily and exceeds allowable noise levels. It is a constant audible intrusion. While the owners have claimed to mitigate the fan, whatever was done has not changed the noise level.

Lighting: The existing lights are very intrusive and shine in our windows from dusk until dawn. The neighbors have mentioned this to the owners many times, but nothing has been done. In fact, they recently installed an LED light that is brighter than the one it replaced. It is pointed directly at our house and is much brighter than

it needs to be, especially since other lights also remain on all night. When contacted about this, the owners said the light was required by the county and that nothing could be done about it. The Lariat should be required to submit a lighting plan and outside lights should be modified to conform to dark sky standards. Action should be taken on this now – we shouldn't have to wait as more lights are added and kept on 24/7.

The owners have paid lip service to working with neighbors to mitigate some of the negative impacts caused by their restaurant. However, they have yet to make changes to anything other than nighttime deliveries. They have been aware of many of these concerns for about two years and have yet to make relatively simple adjustments to lighting and fan-noise that would go a long way to making them good neighbors. While I know that the Lariat Lodge is here to stay, the business should try and work with their neighbors and not defy the intent of a peaceful existence for homeowners.

Thank you,
Julie Bell

Todd Hager

From: Isaac O'Kelly <isaacsokelly@gmail.com>
Sent: Saturday, July 18, 2020 1:24 PM
To: Todd Hager
Subject: --{EXTERNAL}--The Bark Garten of Evergreen's Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

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Hi Todd,

Hope you're having an ok day. I'm having an ok day. It was a great day, until I heard of your nefarious plan to exile ALL DOGS from the Lariat Lodge. This seems a bit extreme, no? I can assure you, some of the patrons of the Lodge are far more disruptive than their furry companions. As a lifetime resident of Evergreen, I see no reason to prohibit dogs on the front patio of the restaurant, and furthermore, there are more than an handful of restaurants in the Evergreen area which have outdoor spaces that permit dogs; I'm not sure what about the Bark Garten distinguishes it from other outdoor spaces in similar restaurants. Please focus on more pressing issues within Jefferson County and leave us and our dogs alone. Thank you very much and have an ok day.

— Isaac O'Kelly

Todd Hager

From: Joanna Redwine <joanna.redwine@gmail.com>
Sent: Sunday, September 27, 2020 8:15 PM
To: Todd Hager
Subject: Re: Comments on Lariat Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

Hello again Todd,

I just want to make one more thing clear. The traffic study found that 25-42-ish % of drivers were speeding. This translates to the hundreds of drivers a day I was referring to that drive unsafely. However, I think it is important to also point out that that means 75-58% don't speed, and that is so appreciated by the neighborhood. I interpret the safe drivers to be either locals or people who have been to the Lariat before and perhaps understand the context of where the bar is. I want it to be understood that we recognize all of the conscientious drivers and patrons of the Lariat Lodge that drive safely past our houses and that we appreciate that element of caution and respect. The problem isn't the majority of patrons who are respectful. The problem is that the minority do cause a very large problem for us. And, again, the fix is rather simple. Signs, traffic calming, painted center lines, enforcement, lowered speed limit, and perhaps looking into alternative approaches to the Brewery.

Thanks for your time and consideration,

Joanna Redwine

On Sun, Sep 27, 2020 at 4:20 PM Joanna Redwine <joanna.redwine@gmail.com> wrote:

I am writing to you as a homeowner on Iris Dr who has been significantly impacted by the Lariat Lodge and their customers. I attended the community meeting in 2019 and I want to reiterate the comments I made at that time.

1. The traffic on Iris Dr is not compatible with a neighborhood as it is now, without the Lariat Lodge expansion. We have a 3 year old and two dogs and enjoy walking around the block on evenings and during the weekend. This is not safe any longer on Iris Dr.

The traffic study suggested that the current signage, speed limits are sufficient for the neighborhood. First, I disagree for reasons I will expand upon below. Second, the speed limits are not adhered to. So, if one argues they are sufficient for the neighborhood, there needs to be an element of enforcement to stop the hundreds of speeding vehicles a day, including one clocked at 67 mph. With the absence of law enforcement enforcing the speed limit, traffic calming structures are important to install to enforce that vehicles do stay at or below the speed limit.

- You can tell when the drivers are local and when they are not. The driving behavior is different. I think the majority of speeders and unsafe driving is not intentionally careless. I think people are in a new place and busy with their own thoughts and conversations in their cars and aren't adequately aware of where they are and that they need to slow down and yield to people and animals. In contrast, the patrons of the Elk's lodge are local and they drive slowly and respectfully through the neighborhood. This is nearly universally true whether it is a typical Friday evening, a school dance being held at the lodge, a wedding. The patrons seem to understand they are in a neighborhood and they drive accordingly. They don't speed. They stay on the correct side of the road. They are mindful to the

neighborhood walking their dogs and small children. This is a stark contrast to the Lariat Lodge patrons. **I think what is needed is very clear signage and traffic calming devices to help instruct the Lariat Lodge patrons on how to follow the speed limit and to yield to people and animals. And very clear signage that wildlife on these roads is common and to proceed slowly.**

- I understand that the eastern side of Iris Dr is zoned commercial and not residential. I argue that does not mean that 100% of the traffic behavior should be more appropriate for commercial rather than residential. I think signage, traffic calming, stripes on the streets, law enforcement, and perhaps sidewalks, are all necessary to live with the volume of traffic that NOW EXISTS for the Lariat. I think increasing volume of traffic in this setting is not reasonable. And I suggest that the Lariat consider using the outside at the expense of part of the inside of its restaurant when weather permits rather than in addition to the inside. In this way they can have a dog park and not increase the number of patrons.

- Many people seem to be driving to the Lariat from outside of Evergreen and I suspect many do not immediately recognize they are entering a neighborhood because they think they are driving to a bar, which is generally located in a town, not a neighborhood. I think clear signage as you turn onto Iris from meadow stating you are in a neighborhood, speed limit is 25 mph (or lower would be better!) would really help.

- I have witnessed at least 15 narrowly averted head on collisions on the corner by Iris Dr. and Loco lane. The drivers leaving the Lariat take the inside corner and nearly hit drivers heading to the Lariat Lodge. There needs to be a reflective curve sign, a center line painted on the road, and I strongly feel a speed limit lower than 25 mph at least for the curve is necessary.

- We commonly observe drivers leaving the Lariat approach the curve at Loco Ln and stop in the middle of the road as they are confused about where to go. Stopping in the middle of the road causes obvious traffic dangers to others. This is an odd intersection. Again, there needs to be a curve sign.

- There needs to be enforcement of the speed limit. Word of mouth works, if several of the 100's of speeders per DAY(as evidenced by the traffic study) were stopped and ticketed, staff and patrons may then heed the speed limit and pass the word on to others to do so as well.

- I think that lowering the speed limit on Iris Dr. to 15 mph is warranted. There are no sidewalks, the road is narrow, as the volume of traffic is now, it is unsafe for me to walk my dogs on the street.

- The volume of traffic makes evenings and weekend days outside in our yard unpleasant. The loud motorcycles are unpleasant and are common.

- During the summer we spend many hours outside in the evenings. Routinely, the last group to leave the Lariat lodge hang out together in the parking lot, this is something I don't have a problem with, but then they all would leave at the same time, in a row, and speed fast past our house. I felt like this was intentional and it was a big "F-U" to the neighborhood. I would love to see that stopped.

- Many cats, elk, and deer have nearly lost their lives to Lariat Lodge patrons.

2. The noise from the hood should be kept at or below the standards set by the county. Presently it does not.

3. The lights on the building should conform to dark sky regulations, currently it does not and it is left on 24/7.

4. Below are a list of alternatives or compromises that could possibly allow the bark park to be preserved while minimizing the impact to the neighborhood:

- Perhaps the Lariat Lodge could maintain the current level of seating, but transition to the outside in months when the weather is nice, with fewer people inside, and move to more people indoors during

the cold months. In this way, they could have the bark park but not increase the impact to the community and neighborhood. Close the upstairs and part of the dining room in order to open the outside. Traffic and lighting problems still need to be addressed, even if the number of patrons does not change.

- What about working on a better entrance from Highway 74? Or parking at the church alongside Bear Creek to alleviate some of these issues?
- There are alternatives that don't disregard the neighborhood's needs. Please direct the Lariat Lodge to consider all of these alternatives and the strong opinions of the neighborhood regarding traffic.

The Lariat lodge owner and employees have defamed the neighborhood on social media by claiming we do not like dogs and are against the dog park. This is a lie. We have two rescue dogs. I believe there are nearly 20 dogs that live on Iris Dr and Fireweed nearby the Lariat. Personally, we love taking our dogs to breweries that allow it and enjoy other people's dogs when we are out. What we do not like, however, is nearly being run over on Iris Dr. by Lariat Lodge patrons. This happens frequently as the patrons seem unaware of their surroundings and need to be reminded. With signs and traffic calming devices. And a word upon leaving by the Lariat staff perhaps?

We don't dislike the Lariat Lodge itself, nor the owner, nor the staff, nor the patrons. We want to be respected as a neighborhood and that respect and consideration has not been adequately extended by that business. Taking care of your neighbors should be part of the successful business model. Lying about the intention of the neighborhood to rile up the larger Evergreen community against us is not appreciated. We're not asking for much. Just turn down the hood, turn down the lights, and help with the traffic problem your business created. Be nice and enjoy your success. Celebrate that success by helping the neighborhood you occupy co-exist with that success.

Thank you,

Joanna Redwine

Todd Hager

From: Lee Anne Powers <leeannepowers@icloud.com>
Sent: Tuesday, July 21, 2020 2:55 PM
To: Todd Hager
Subject: --{EXTERNAL}--Keep the dog patio at Lariat Lodge

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Saw the sign when eating at Lariat Lodge last week. Why close this wonderful dog area at the restaurant? It's out of the way (unlike many dog friendly restaurants) and so popular.

Why? Please don't.

Lee Anne Powers
Hiwan Golf Club neighborhood, Evergreen

Sent from my iPhone

Todd Hager

From: Jack Bestall <jack@bestallcollaborative.com>
Sent: Thursday, September 24, 2020 10:39 PM
To: mschuster@co.jefferson.co.us; Russell Clark; Todd Hager
Subject: --{EXTERNAL}--LARIAT SHOULD PROVIDE THE TYPICAL INFORMATION REQUIRED FOR ODP'S DURING THE ZONING PROCESS NOT AFTER

Follow Up Flag: Follow up
Flag Status: Flagged

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Gentlemen.

The Lariat is asking to increase by 4,700sf and allow continued use of the area it has been illegally using the last 4 years. It is important that the County not go down the same path followed in 2014 and consider and approve zoning without appropriate plan information and public participation. The impacts are already known for the requested expansion. The applicant must provide a preliminary Site Plan, Lighting Plan, Offsite Roadway Improvement Plan and conditions that would manage and control the impacts on the use of the outside area.

The comparison of a conference center facility for groups with longer stay, well managed functions in 2014 to a 7 day a week brewery/bar/restaurant that has taken to hosting events with electronic amplification, without sufficient parking, and no control over after hours security, and the volume and speed of traffic was inaccurate at best and disingenuous at worst. It was not possible to consider the appropriateness of the zoning request then and certainly now – evaluating a request for expansion without sufficient information is even more difficult.

1. On its face, the Lariat should not be allowed to expand and additional 4,700sf. Having operated illegally at this size over the last four years, based on the County's traffic counts and the Lariat's traffic memo we know that the traffic has increased from 100ADT to 1250ADT and is overwhelming the local neighborhood streets and creating an unsafe condition for pedestrians. The local streets were not designed for this volume of traffic – they have no sidewalks, no traffic calming, and have a section that is less than 22' wide. This unsafe condition has severely impacted the neighborhood.
2. Based on the Lariat's request for amending its zoning – the Staff, Planning Commission and Board of County Commissioners must have sufficient information to evaluate the zoning request and Planning has the authority to require the Lariat to provide this information now (at least in the form of preliminary plans, parking easements, standards and operating procedures which can become a condition of the zoning) as part of the zoning process. It is important to note that now is the time to adequately engage the public, rather than consider the zoning and then require plans at the time of Site Development Plan when public engagement is very limited and there is no adequate public forum. Disallowing public participation in the review process is particularly important in this case because Hiwan Village does not have an HOA and the built-in means to participate and organize within that organizational structure. Further, the onsite and offsite evidence of impacts to the neighborhood and surrounding area is already documented and should factor in to the evaluation of the facility and the impacts the type and extent of the existing use are having.
3. The Lariat, by Resolution, must meet the standards that other similar businesses are required to meet in Jefferson County and submit as part of the ODP, at a minimum a Conceptual Site Plan, Development Standards, Operating Conditions, traffic mitigation plan showing how it meets parking, sound abatement and proposes to meet the existing and proposed traffic mitigation requirements as conditions of the zoning. My experience with ODP's is that this information is typically required at the time of submittal and review of an Official Development Plan; and I am not finding any of this information on the website.
 - a. Parking. The plan must be shown that there is sufficient, ADA accessible parking within 250' of the building entry. The parking facilities must be improved to County dimensioning, striping, paving and

lighting standards. If shared parking is necessary to meet the parking requirements and other properties are utilized – agreements between the properties must be prepared to County standard in the form of easements with maintenance agreements that are recorded to run permanently with the properties forever.

- b. Roadway Improvements. The existing streets do not meet commercial standard and are inadequate to the Lariat in their current condition since the Lariat's traffic volume is 10X the amount that would be used daily by the residents. The Lariat must prepare an offsite roadway improvement and maintenance program that provides for adequate signage, striping, paving and traffic calming improvements including three table tops – one on the hill coming up off of Meadow Drive; one on the Iris straightaway; and one on the hill on Fireweed near the Lariat. A traffic calming improvement should also be considered at the intersection of Loco and Iris Drive. The Lariat should be required to provide the design and improvements for the roadway improvements as an offsite impact.
- c. Lighting Plan. The lighting on the Lariat building, out-buildings and parking areas is not to County standard and was illegally placed without a Lighting Plan. A Lighting Plan should be required during the zoning review to address how the building and parking areas are going to be made safe without flooding light offsite or impacting the night sky view shed. The lighting should also fit the character of the Lariat Building which holds prominence in the history of Evergreen – and lighting placed for commercial purposes may not be appropriate or respectful of the architecture and significant events that once occurred on the property.

Even if it were possible to mitigate the expansion – it remains to be seen if it is the appropriate type and extent of a land use based on its location, lack of emergency access, and known existing impacts to the adjacent neighborhood.

Please let me know when we can discuss this and how and when this information will be made available by the applicant.

Thank you.



BESTALL COLLABORATIVE LIMITED 720.810.6480
jack@bestallcollaborative.com PO 2223 Evergreen CO 80437
Planning Environment Construction Management Development

Todd Hager

From: Lori Hugh <lorihugh@comcast.net>
Sent: Friday, August 7, 2020 5:00 PM
To: Todd Hager
Subject: --{EXTERNAL}--Lariat bark garden

Follow Up Flag: Follow up
Flag Status: Flagged

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I could not get on website to sign petition but please keep this special place open. It's one of the few spots to safely enjoy time you with your furry friend while safely socializing with your human ones. More laces like this are needed Lori hugh

Sent from my iPhone

Todd Hager

From: Jack Bestall <jack@bestallcollaborative.com>
Sent: Thursday, September 24, 2020 11:08 PM
To: Todd Hager
Subject: --{EXTERNAL}--HIWAN VILLAGE ANTI-DOG - REALLY?

Follow Up Flag: Follow up
Flag Status: Flagged

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Hi Todd.

As we enter the weekend zone and traffic continues to grow on the way to the Lariat – it needs to be documented that the Lariat has been very disingenuous in trying to attract support from its patrons by claiming on its website and through social media that Hiwan Village is against dogs and the Lariat's 'Bark Garden'. Rallying an outcry about how mean the neighborhood is in trying to shut down a dog park. We didn't know that was an approved use at the Lariat – but, we certainly aren't anti-dog.

This isn't about neighbors being anti-dog; its about reclaiming our quiet neighborhood and feeling safe to walk a dog as the Lariat promotes its 'Bark Garden' and invites more and more visitors and traffic into the neighborhood. The Lariat's own traffic engineer has documented what we knew – 10X the number of vehicles (1250) are using our streets on their way to the Lariat each Saturday. We are conducting a dog census and have already gotten to 15 dogs along Iris Drive and we are just starting.

I have two dogs – note how worried they look watching the traffic go by. I don't blame them.





The neighborhood is worried too – this is Saturday morning two weekends ago. 32 bikes – 42 riders.
Thanks.

Jack

BESTALL COLLABORATIVE LIMITED 720.810.6480
jack@bestallcollaborative.com PO 2223 Evergreen CO 80437
Planning Environment Construction Management Development

Todd Hager

From: Lisa Cornacchia <mrs.c1@mac.com>
Sent: Sunday, October 4, 2020 2:05 PM
To: Todd Hager
Cc: evergreen.manager@lariatlodgebrewing.com
Subject: --{EXTERNAL}--Save the Bark Garten

Follow Up Flag: Follow up
Flag Status: Flagged

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Hello Todd,

We are emailing in favor of the Lariat Lodge Bark Garten. Our family enjoys coming to a safe place to eat with our pup and kids. We are local and this is a local place. We've also signed the petition.

Thank you!

Take care~
Lisa Cornacchia

October 7, 2020

Mr. Todd Hager - Planner & Case Manager
Planning & Zoning Division Jefferson County
100 Jefferson County Parkway Golden, Colorado 80419

RE: Lariat Lodge Rezoning – 19-129748RZ

Dear Mr. Hager:

I am writing to express my strong opposition to the request of the Lariat Lodge to more than double its GLA. Most of the issues that have proven to be problems were raised when the Lariat originally requested a rezoning, and promises were made about how these items would be dealt with. For your information and use in considering this case, I am quoting statements taken directly from the tapes of the March 25, 2014 County Commissioners meeting. The discussion starts about 54:30 on the meeting clock, with some other times inserted for your convenience. Items in quotes are as close to the original as I am able to make them. I have added emphasis; in addition, my comments follow some statements and are italicized; .

Mr. Aaron McLean of Jeffco Planning and Zoning stated the following (emphasis added by me):

The property to be rezoned is a continued use of the Conference Center. The rezoning is similar to the "Convenience Level." This is the least intense level of commercial zoning. He used the word limited to describe activities that would be allowed. The facility would be used for meeting spaces and for business offices. The square footage for each was then listed.

1:00. "Lighting will not be allowed to intrude on the property lines and will follow county regulations for meeting certain thresholds at the property line as well as being full cut off down-casted lighting fixtures." Odor should be minimal. . . Noise is something that is enforced by CO (unintelligible) statutes and by our Sheriff's office. "

McLean repeated that the rezoning would add limited uses – brewpub/vintner, restaurant, low intensity specialty goods and services. 1:1:06. "ODP will limit commercial activities in scale so it does not create further impacts to the residential area to the north and the traffic impacts will be consistent with what is currently allowed." He also stated "This dictates customers of the proposed uses will park within the property boundaries."

Mr. Anders Ruikka then spoke.

"We live on that property right now." *(The Ruikkas had asked to have the cottage located on the property re-zoned in this petition; they moved out shortly afterward.)*

Mr. Ruikka recounted the pre-application community meeting. They felt the "concerns were manageable." They committed to retain the historic significance of the buildings and earn a livelihood. He noted that the major concerns expressed were 1) parking on the road, 2) noise from the parking lot, and 3) traffic, and made the following statements as to how they were addressed:

- 1) He said that the issue of parking on the road had been dealt with when the county erected no parking signs in the neighborhood. He stated that they have 50 parking spots and have an easement for an additional 30 spots.

- 2) 1:03:50 Noise. "If we can limit. . . large crowds we will also resolve some of the parking issues that comes with large crowds. Also, by having a restaurant we will be reducing seating from what the Conference Center would generate." "The Conference Center events generates a lot of noise because people know each other . . . they get livelier than people walking into a restaurant." They would limit the amount of building space, and he cited the ODP. "We can limit what's happening in the future." "Mixed uses. . . will also reduce traffic."
- 3) Traffic analysis. "The count was established and we felt it was very positive and nothing more than what was in the past. The same thing there, the ODP was (will?) limit the structure on the property. Mixed uses of offices and restaurants. . . will also reduce traffic. . ."

He stated that feedback from three neighbors was "very positive." We looked at the ODP and "we picked uses that are in the neighborhood level." (*A petition opposing the rezoning was circulated in the neighborhood and was signed by 58 residents of the Fireweed Loop. A copy of this petition was submitted to County Commissioners.*)

Mr. Ruikka quoted Candy Porter, who formerly managed the Conference Center, as saying that the Conference Center was open seven days a week from 7 a.m. to 11 p.m. with up to 125 people at events. (*Ms. Porter did not say how many days a week the Center was used on average, or why it would have closed if it was so successful.*)

It is clear to me that the original rezoning was presented to the Commissioners as a continuation of an already established business, which would have the same effect on the neighborhood and which would not prove to be a disruption to our community. Please note the repeated use of the word "limit" or "limited" in the testimony given to the Commissioners. I trust that, when you present this case to the Commissioners, you will be completely open, not only about the increases in traffic that have occurred, and the further increases that are projected if the seating area is expanded, but also about complaints regarding lighting and noise expressed by the close neighbors.

In 2014, the Commissioners stated that this was a "tough decision" because of the location's proximity to a residential neighborhood. Mr. Ruikka was encouraged to "work with the community" and Commissioner Tighe said (2.11) that if there were problems ". . . we have to watch and see what happens. . . see if we need to do something with those streets."

I ask that the Planning and Zoning Department deny this request for additional GLA to be added to the Lariat Lodge. If it is approved, then Jeffco needs to bite the bullet and make a substantial investment in infrastructure; perhaps by securing land to change the road approach to the Lodge. It would be expensive, but considering the alternative--downgrading an affordable, family-friendly neighborhood, where many people, in addition to residents, walk frequently--the investment would prove to be worthwhile.

Please let me know if you need additional information. I very much appreciate your assistance in finding the materials from the 2014 meeting. Thank you.

Catherine Rafter
28226Lupine Drive
Evergreen, CO 80439

Dylan Monke

From: Ariana Vasquez Lokey <acvlokey@gmail.com>
Sent: Friday, June 25, 2021 11:08 AM
To: Dylan Monke; Russell Clark
Cc: Jack Bestall
Subject: --{EXTERNAL}-- PLEASE REPLY - Lariet Lodge Zoning Violation - Follow-Up

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Dylan Monke and Mr. Russell Clark,

My name is Ariana Vasquez and I live on Iris Dr. in Evergreen, CO near Lariet Lodge. My husband and I moved here last summer. We really love living up here and we also like Lariet Lodge (we order food to go from them at least once a week). When we moved in, it was obviously during COVID. Now that (thankfully) many people are vaccinated and going out to eat at restaurants more we have noticed a HUGE increase in traffic and cars driving on Iris Dr to get to Lariet Lodge. Our neighbor, Jack Bestall, who has emailed you several times without a reply, has kept us updated on his attempts to correspond with you and also find a solution to the Lariet Lodge zoning violations.

Prior to moving to Evergreen we lived in downtown Denver, so we are no stranger to traffic or people using amenities around our living space. However, people often drive way too fast on Iris, do not look out for those who are walking in the neighborhood, and there is often overflow parking from Lariet Lodge spilling into our street.

Could you please reply and let me know the status of the Lariet Lodge Zoning Violations and your plans to address the concerns of me and my neighbors? Thanks in advance!

Ariana Vasquez, PhD

Todd Hager

From: fplaut@comcast.net
Sent: Friday, September 11, 2020 12:11 PM
To: Todd Hager
Subject: --{EXTERNAL}--Ruikka Enterprises (Lariat Lodge) rezoning request

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Hager: I'm the vice president of Ovation West Performing Arts , formerly The Evergreen Chorale, and have served as its legal advisor since 1980. Since most of the events described below occurred when Ovation West was known as Evergreen Chorale, I'll refer to our organization as "the Chorale" in this message.

As you know, the Chorale's Center Stage theater building is immediately adjacent to the Ruikka Enterprises ("Ruikka") Lariat Lodge property on Fireweed Drive in Evergreen.

The Chorale has had legal parking rights to a total of 27 parking spaces adjacent to Center Stage since 1990. It became the **perpetual owner** of legally enforceable parking easements to those 27 parking spaces in 2009. Ruikka purchased the adjoining Lariat Lodge property in 2013.

From 1990 until Ruikka purchased the adjoining property in 2013, the Chorale and its members, tenants, and patrons were consistently able to use all of the 27 parking spaces adjoining the Center Stage building without any interference or obstruction by the adjoining landowner. All that changed when Ruikka (Lariat Lodge) purchased the adjoining property in 2013. Since that time, Ruikka and Lariat Lodge have consistently denied the Chorale the use of its valid and legal parking rights. We are concerned that granting the Ruikka rezoning request will make an already-dire Center Stage parking problem even worse. The history of the Chorale's legal Center Stage parking rights is set forth below. Hard copies of documents referred to below will be promptly made and delivered to your office, once you have advised me of the location of your office.

In 1990 Episcopal Renewal Ministries sold the Chorale the Center Stage **building**, and granted the Chorale a recorded 99-year lease (with 5 20-year renewal options) to the ground under the Center Stage building, as well as non-exclusive easements to use 27 parking spaces adjacent to the Center Stage building (documents to follow). The Chorale experienced no parking easement problems with Episcopal Renewal Ministries.

In 1994, Episcopal Renewal Ministries sold its Evergreen property to Attachment Center at Evergreen, Inc., subject to the Chorale's recorded lease (document to follow), and became the Chorale's new landlord. The Chorale had no parking easement problems with its new landlord.

Since the Chorale first became a tenant of the Center Stage property, it has invested substantially more than \$ 1 million in upgrading the Center Stage building.

In 2009 the Attachment Center (renamed the Institute for Attachment and Child Development) was experiencing financial difficulties, and **sold** to the Chorale the ground under its Center Stage building, as well as two perpetual, non-exclusive parking easements immediately adjacent to the Center Stage building which were known as Parking Easement 1 (16 parking spaces between the Center Stage building and the Lariat Lodge building) and Parking Easement 2 (11

Alexander Fowlkes

From: Mary Haave <mhaave74@gmail.com>
Sent: Thursday, November 9, 2023 10:08 PM
To: Alexander Fowlkes
Subject: --{EXTERNAL}-- Virtual meeting re rezoning of Lariat Lodge, Evergreen on 11/9/23

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Public Comment

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My name is Mary Haave. I live at 28119 Fireweed Dr, Evergreen. I attended the virtual meeting tonite with Catherine Rafter who lives on Lupine Dr, Evergreen. Since I live in the neighborhood, I am interested in the next step in this process which I believe is a hearing. Please add me to the list of folks in the neighborhood.

Thank you,
Mary Haave
mhaave74@gmail.com

Sent from my iPad

From the Jefferson County Assessor's Office
Home Owners Associations within 2 miles of 51-034-08-008

Subject Properties

Owner AIN/Parcel PIN/Schedule Mail Address Property Address

RUIKKA EN 51-034-08-30046307027618 FIRE 27618 FIREWEED DR , EVERGREEN, CO 80439

25 HOA within 2 miles of subject properties

HOA Name	Amanda RS	Contact	Address	Lin	Address	Lin	Phone 1	Phone 2	Email Address	License	Comments
BEAR MOU 757294	Jerry Rober	7233 Denver	EVERGREEN	303931049					ken@kenb	AOI	Last Update
BELL PARK 812200	c/o Erin De	26001 Bell	EVERGREEN	917331116	720217445				bellparkest	AOI	Last Update
BERRIEN R/ 815579	C/O RHEA S	28164 TRE	EVERGREEN	303674212	303674394				rjcs@att.ne		Last Update
CONIFER AI 757457	PETER BARI	19009 PLEA	CONIFER	C 303697552					telebark@r	AOI	Last Update
DOWNTOWN 757533	DEED Presi	P O BOX 25	EVERGREEN	303670724	303674333				contact@e		Last Update
EVERGREEN 757322	c/o Diane M	7800 S. Elai	Littleton, C	720283330	303434505				caronrealty	AOI	Last Update
EVERGREEN 757455	Frank Utter			303674512					frutr@q.co	AOI	Last Update
HIWAN HIL 757334	GARY MacF	P O BOX 31	EVERGREEN	303670374					hiwanhills	AOI	Last Update
HIWAN HO 757431	Hiwan HOA	P O BOX 18	EVERGREEN		303670437				president@	AOI	Last Update
INDIAN HIL 812199	STEVE HOS	P O BOX 50	INDIAN HIL	303517864	303467776				steve@den	AOI	Last Update
INDIAN HIL 757336	JERRY HAR	P O BOX 26	INDIAN HIL	303697832					jerryjhart@	AOI	Last Update
JEFFERSON 757337				303817481					franevers@	AOI	Last Update
KITTREDGE 757342	c/o Aletha	PO BOX 18	KITTREDGE	720726006	303720978				treasurer@	AOI	Last Update
Overlook Li 1002811	c/o John Li	3691 Overl	Evergreen,	303994159	954591402				lindstroms		Updated 2/
PLAN JEFFC 984263	C/O MICHE	24396 COD	GOLDEN, C	303526134	720839433				mpoolet@		Last update
SOUTH BLL 757538	CLEO BOYD	4829 S. BL	EVERGREEN	303674740	303819740				clechris1@		Last Update
SUGAR HILI 757411	C/O MARK	3509 S SA	EVERGREEN	303674111					mark@don	AOI	Last Update
TANOAT 757531	C/O BRANC	31146 TAN	EVERGREEN	303475474					brandonrig	AOI	Last Update
THE AMBE 998888	C/O Jerry R	7824 Arma	Evergreen,	303931049	303910736				tbkleban@	AOI	Last Update
THE RIDGE 757499	C/O Wayne	30142 Stow	EVERGREEN	703915332	303933627				waynepaug	AOI	Last Update
THE RIDGE 980933	C/O ALISA	IP O BOX 27	LITTLETON	303933627					alisa@kcho	AOI	Last Update
TROUTDAL 995800	LYNNE PRA	29808 Trou	29810 Trou	303570469	303601756				lsprain@m		
TROUTDAL 984911		30526 GOL	EVERGREEN	303679037	303674646				denniscass	AOI	Last Update
TROUTDAL 757412	C/O SHARCP	O BOX 24	EVERGREEN	720289446	303590472				slmowatt@	AOI	Last Update
WAHKEENE 757465	DAVID C DE	30523 HILL	EVERGREEN	303679140					daviddesch	AOI	Last Update

HOA	Hearing De	Board 1	Board 2	Board 3	Board 4	Board 5	Website	Area
Y	Ken Brume	Jerry Rober	Jerry Rober	Kirt Muenc	Bill Edward	Dennis Ste	www.bearr	EVERGREEN
Y	Erin De Luc	Luba Kee	Kirsty Scho	Erin De Luc	Kirsty Shou			EVERGREEN
N	Various-	deco-chair	Rhco-chair	An				EVERGREEN
Y	ALL BOARD	Shirley Johr		Kay Thelen	Suzy Nelson	Angela Bas	www.conif	S JEFFCO
N	DEAN DALV	Dean Dalvit		Rachell Em	Kathleen D		www.everg	
Y	Diane Mille	Dieter W. B	Wayne St J	John Ellis	Jim Boutwe		www.athor	EVERGREEN
Y	MARY MON	Jeff Chopin	Scott Alber	Mary Monr	Jeff Chevali	Don McCut	www.gene	EVERGREEN
Y	GARY MAC	Joe Gerlach	Eric Wilhelr	Kim Levine	Jim Dollard	Nan Rickey	hiwanhills.c	EVERGREEN
Y		Wilton Helr	Alicia Sexto	Bruce Ande	Paula Mad	Bruce Feld	hiwanhom	EVERGREEN
Y	STEVE HOS	Steve Hosie						INDIAN HILLS
Y	JERRY HAR	Vince Rozr	Beth Matsc	Myran New	Joyce Oring	Tom Tumb	www.india	GLUP
N	ANY BOAR	Don McDol	Barb Suggs	Andrea Ras	Andrea Ras	Terry Liekh	jeffcohorse	ALL AREAS
Y	Aletha Salc	Russett Go	Jason Staw	Jason Staw	Nancy Smit	Aletha Salc	kittredgeci	EVERGREEN
HOA	John Lindst	Charlotta S	Andreas Vc	Kevin Nara	Tucker Scot	John Lindst	yououroverlo	
N	MICHELLE F	John Litz	Peter Mora	Michelle Pc	Peter Mora	John Litz, B	www.planje	
N	CLEO BOYD	Cleo Boyd	Cheryl Love					
Y	MARK DON	Mark Done	Beth Roger	Tabitha Ne	Charlie Gue			EVERGREEN
Y	BRANDON	Brandon Ri		Erik Skagen	Beth Kwait	Jeff Tripp, J	www.tanoa	
Y	Jerry Rober	Tami Kleba	Suzanne Va		Jennifer Co	Andrew Let		
Y	Wayne Pau	Dale Schlin	Ryan Dreie	Ryan Dreie	Wayne Pau	Dale Schlin	www.kcho	EVERGREEN
Y		Bill Archde	Nate Whitn	Dale Schlin	Dale Schlin		ridgehoa.cc	
Y	MEGAN CU	Wendy Swa	Julie Parlen	Lynne Tuck				
Y		Bert Levan	John Hercz	Philip Yanc	Dennis Cas			EVERGREEN
Y	SHARON M	Sean VanB	Charlie Stri	Sharon Mo	Lenore Kup	Sharon Mo		EVERGREEN
Y	DAVID C D	David C De	Lisa K Thoe	Pam Sellers	Amanda Ru			MTNS

Owner	Mail Address
RUIKKA ENTERPRISES LLC	27618 FIREWEED DR
CURRENT RESIDENT	2024 WATER ST
CURRENT RESIDENT	27439 STATE HWY 74
CURRENT RESIDENT	27540 HIGHWAY 74
CURRENT RESIDENT	2024 WATER ST 9
CURRENT RESIDENT	27669 FIREWEED DR
CURRENT RESIDENT	27659 FIREWEED DR
CURRENT RESIDENT	27639 FIREWEED DR
CURRENT RESIDENT	27609 FIREWEED DR
RONALD & ANNE MARIE RUDZINSKI TRUST	27589 FIREWEED DR
PATRICIA SEMLER REVOCABLE LIVING TRUST	27579 FIREWEED DR
CURRENT RESIDENT	27569 FIREWEED DR
CURRENT RESIDENT	4201 POCO PL
RUIKKA ENTERPRISES LLC	27618 FIREWOOD DR
CURRENT RESIDENT	27629 FIREWEED DR
CURRENT RESIDENT	27570 ST HWY 74
CURRENT RESIDENT	88 ISLAND DR S
CURRENT RESIDENT	1421 28TH ST NW
CURRENT RESIDENT	28029 FIREWEED DR
JANEWAY TRUST	27959 FIREWEED DR
CURRENT RESIDENT	27919 FIREWEED DR
CURRENT RESIDENT	27859 FIREWEED DR
CURRENT RESIDENT	3903 KETTERING DR
CURRENT RESIDENT	PO BOX 304
TIMOTHY & JENNY RYAN REVOCABLE TRUST	145 CRESTVIEW CIR
QUINN LIVING TRUST	4211 POCO PL
CURRENT RESIDENT	28188 FIREWEED DR
CURRENT RESIDENT	28158 FIREWEED DR
THOMAS ROGER MILES & DERUTH ANN MILES JOI	28098 FIREWEED DR
CURRENT RESIDENT	28058 FIREWEED DR
CURRENT RESIDENT	11856 NAVAJO TRL
CURRENT RESIDENT	27978 FIREWEED DR
CURRENT RESIDENT	PO BOX 2616
CURRENT RESIDENT	27888 FIREWEED DR
CURRENT RESIDENT	27878 FIREWEED DR
DIANA DEAN LLLP	44019 YUCCA DR
EMMER MEADOW LLC	27798 FIREWEED DR
TRI DECA LLC	27798 FIREWEED DR
CURRENT RESIDENT	27767 LUPINE DR
CURRENT RESIDENT	PO BOX 328
CURRENT RESIDENT	PO BOX 1173
CURRENT RESIDENT	27877 LUPINE DR
CURRENT RESIDENT	27907 LUPINE DR
CURRENT RESIDENT	2354 YOSEMITE ST
CURRENT RESIDENT	27977 LUPINE DR
CURRENT RESIDENT	88 ISLAND DR S

CURRENT RESIDENT	28057 LUPINE DR
CURRENT RESIDENT	9975 S DEER CREEK ST
CURRENT RESIDENT	PO BOX 300429
CURRENT RESIDENT	28157 LUPINE DR
CURRENT RESIDENT	28187 LUPINE DR
CURRENT RESIDENT	28227 LUPINE DR
CURRENT RESIDENT	28237 LUPINE DR
FABIAN REVOCABLE LIVING TRUST	6202 RAMBLEWOOD TRL
RAMONA GRAVES LIVING TRUST	28185 HAREBELL LN
CURRENT RESIDENT	28225 HAREBELL LN
CURRENT RESIDENT	28235 HAREBELL LN
CURRENT RESIDENT	28498 FIREWEED DR
CURRENT RESIDENT	437 E GERMANN RD LOT 60
CURRENT RESIDENT	28599 BUCHANAN DR
CURRENT RESIDENT	28226 LUPINE DR
CURRENT RESIDENT	28186 LUPINE DR
CURRENT RESIDENT	28156 LUPINE DR
FREEMAN FAMILY LIVING TRUST	357 SOUTH ST
CURRENT RESIDENT	28065 HAREBELL LN
CURRENT RESIDENT	PO BOX 921
CURRENT RESIDENT	27976 LUPINE DR
CURRENT RESIDENT	27963 IRIS DR
CURRENT RESIDENT	PO BOX 207
JOHN M SWAN & VIRGINIA A SWAN TRUST THE	960 POPPY AVE
CURRENT RESIDENT	PO BOX 475
CURRENT RESIDENT	28154 HAREBELL LN
CURRENT RESIDENT	28184 HAREBELL LN
CHRISTIAN SCIENCE SOCIETY OF EVERGREEN	PO BOX 1989
CURRENT RESIDENT	28246 HAREBELL LN
EMMER FIREWEED LLC	27798 FIREWEED DR
PENSCO TRUST COMPANY LLC CUSTODIAN FBO JA	PO BOX 981012
RCM REAL ESTATE PARTNERSHIP LLC	22417 SHAWNEE RD
CURRENT RESIDENT	6950 W JEFFERSON AVE
REYNOLDS FAMILY LIVING TRUST	286 FOREST RIDGE RD
CURRENT RESIDENT	27906 LUPINE DR
CURRENT RESIDENT	27876 LUPINE DR
CURRENT RESIDENT	27826 LUPINE DR
CURRENT RESIDENT	27796 LUPINE DR
CURRENT RESIDENT	4000 BREWER DR
CURRENT RESIDENT	27628 FIREWEED DR
CURRENT RESIDENT	27793 IRIS DR
CURRENT RESIDENT	27823 IRIS DR
CURRENT RESIDENT	27873 IRIS DR
CURRENT RESIDENT	27903 IRIS DR
CURRENT RESIDENT	27923 IRIS DR
EVERGREEN COMMUNITY CHRISTIAN CHURCH	PO BOX 427
EVERGREEN LODGE #2363 BENEVOLENT &	PO BOX 298

PONDEROSA RESOURCES LLC	PO BOX 2308
27905 MEADOW DR LLC	494 THUNDER RD
CURRENT RESIDENT	27620 FIREWEED DR
OLD EVERGREEN LLC	4180 S SAN SOUCI CT
BUNKHOUSE LLC	4180 S SAN SOUCI CT
EVERGREEN FOOD & GAS INC	27659 HIGHWAY 74
EVERGREEN SANITATION DISTRICT	4685 COUNTY HWY 73
BISON PROPERTIES LLC	1202 BERGEN PKWY 303
JOSNIK CO LLLP	3184 ELDER ST
CHURCH OF THE TRANSFIGURATION THE	P O BOX 1630
CURRENT RESIDENT	34781 STRANSKY RD
DAILEY CABIN LLC	105 LAUREL ST
CURRENT RESIDENT	BOX 217
CURRENT RESIDENT	PO BOX 217
CURRENT RESIDENT	27850 MEADOW DR
CURRENT RESIDENT	27852 MEADOW DR
CURRENT RESIDENT	32460 INVERNESS DR
CURRENT RESIDENT	27897 PINE DR
CURRENT RESIDENT	27899 PINE DR
LOWER BEAR LLC	23525 LONE PEAK TRL
CURRENT RESIDENT	4510 FOREST HILL RD
CURRENT RESIDENT	100 JEFFERSON COUNTY PKWY
CURRENT RESIDENT	PO BOX 217
SVEA R CRAWFORD DESCENDANTS TRUST	4390 INDEPENDENCE TR
CHURCH OF THE TRANSFIGURATION THE	27640 STATE HWY 74
AMANI #4 LLC	PO BOX 3477
CURRENT RESIDENT	PO BOX 2332
CHAPEL ROCK LLC	PO BOX 651
EVERGREEN PLAYERS	PO BOX 1271
EVERGREEN CHRISTIAN OUTREACH	27888 MEADOW DR
EVERGREEN VILLAGE CENTER ASSOCIATION	PO BOX 1058
MEADOW CREST ASAP LLC DBA MEADOW CREST	141 KEYSTONE TRL
PAWLUCZKOWYCZ WASYL PETER	28154 MEADOW DR
CURRENT RESIDENT	28109 PINE DR
CURRENT RESIDENT	28089 PINE DR
CURRENT RESIDENT	28069 PINE DR
CURRENT RESIDENT	28049 PINE DR
CURRENT RESIDENT	27959 PINE DR
CURRENT RESIDENT	27939 PINE DR
CURRENT RESIDENT	28100 MEADOW DR
CURRENT RESIDENT	28102 MEADOW DR
CURRENT RESIDENT	28104 MEADOW DR
CURRENT RESIDENT	28110 MEADOW DR
CURRENT RESIDENT	28108 MEADOWS DR
CURRENT RESIDENT	28106 MEADOW DR
LANDRY LIVING TRUST	28112 MEADOW DR
CURRENT RESIDENT	28114 MEADOW DR

HOMESTEAD AT HIWAN HILLS PROPERTY OWNERS
BAY VIEW PROPERTIES LLC
MWK EVERGREEN LLC
EVERGREEN OFFICE PARK 1 CONDO ASSOC INC
CURRENT RESIDENT
GYSIN FAMILY REVOCABLE TRUST
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
EVERGREEN CHORALE INC
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
CHAD AND KATHERINE SANFORD LIVING TRUST
CURRENT RESIDENT
PACIFIC PREMIER TRUST CUSTODIAN FBO JAIME
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
TERENCE PIETZ & NANCY L GRANT LIVING TRUS
CURRENT RESIDENT
CURRENT RESIDENT
KRISTYN SPILLMAN FRISKE LIVING TRUST
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
CURRENT RESIDENT
HIGHLAND HAVEN MOTEL INC
JEFFCO P&Z; ATTN ALEX FOWLKES

32684 UPPER BEAR CREEK RD
8150 TIM TAM TR
5023 W 120TH AVE 235
1315 SPRUCE DR
1315 SPRUCE DR
4006 S PONDEROSA DR
31654 PONDEROSA WAY
28070 PINE DR
BOX 100
27930 PINE DR
27880 PINE DR
27893 PINE DR
4520 FOREST HILL RD
PO BOX 2103
27381 OVERLOOK DR
4464 FOREST TRL
4474 FOREST TRL
4475 FOREST TRAIL
4460 INDEPENDENCE TRL
PO BOX 981012
3817 S 57TH ST
4440 INDEPENDENCE TRL
4430 INDEPENDENCE TRL
4400 S INDEPENDENCE TRL
4356 SONGBIRD LN
4445 SONGBIRD LN
411 SELBORNE RD
5105 RIVER CREEK RD
4485 SONGBIRD LN
4398 INDEPENDENCE TRAIL
4411 INDEPENDENCE TRL
4451 INDEPENDENCE TRL
4461 INDEPENDENCE TRL
4477 INDEPENDENCE TRL
4395 INDEPENDENCE TRL
4431 INDEPENDENCE TRL
1346 PRESERVE CIR
4395 INDEPENDENCE TRL
100 JEFFERSON CTY PKWY #3550

Mail Loc	Mail Zip
EVERGREEN, CO	80439
DULUTH, MN	55802
EVERGREEN, CO	80439
EVERGREEN, CO	80439
DULUTH, MN	55802
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
OCEAN RIDGE, FL	33435
WASHINGTON, DC	20007
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
DURHAM, NC	27713
EVERGREEN, CO	80437
PARK CITY, UT	84098
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
CONIFER, CO	80433
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
INDIAN WELLS, CA	92210
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
DENVER, CO	80238
EVERGREEN, CO	80439
OCEAN RIDGE, FL	33435

EVERGREEN, CO	80439
LITTLETON, CO	80129
DENVER, CO	80203
EVERGREEN, CO	80439
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EVERGREEN, CO	80439
MANASSAS, VA	20112
EVERGREEN, CO	80439
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SAN TAN VALLEY, AZ	85140
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
ELKIN, NC	28621
EVERGREEN, CO	80439
HILL CITY, SD	57745
EVERGREEN, CO	80439
EVERGREEN, CO	80439
MORRISON, CO	80465
CORONA DEL MAR, CA	92625
MORRISON, CO	80465
EVERGREEN, CO	80439
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EVERGREEN, CO	80439
BOSTON, MA	02298
INDIAN HILLS, CO	80454
LAKEWOOD, CO	80235
PINE, CO	80470
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
PLANO, TX	75024
EVERGREEN, CO	80439
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EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439

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EVERGREEN, CO	80439
EVERGREEN, CO	80439
BROOMFIELD, CO	80020
GOLDEN, CO	80401
GOLDEN, CO	80401
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80439
EVERGREEN, CO	80437
EVERGREEN, CO	80439
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BOSTON, MA	02298
LINCOLN, NE	68506
EVERGREEN, CO	80439
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EVERGREEN, CO	80439
EVERGREEN, CO	80439
RIVERSIDE, IL	60546
CLEVELAND, OH	44124
EVERGREEN, CO	80439
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GOLDEN, CO	80401
EVERGREEN, CO	80439
GOLDEN, CO	80419

The Denver Post, LLC

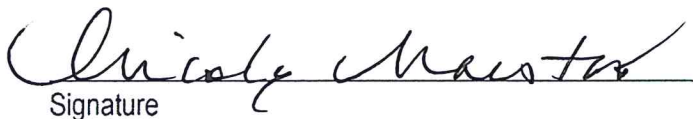
PUBLISHER'S AFFIDAVIT

City and County of Denver)
State of Colorado)
)

The undersigned **Nicole Maestas**
being first duly sworn under oath, states
and affirms as follows:

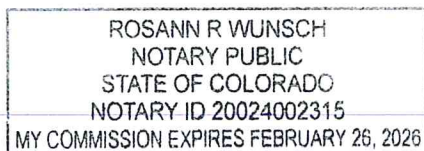
1. He/she is the legal Advertising Reviewer
of The Denver Post, LLC, publisher
of The Denver Post and Your Hub.
2. The Denver Post and Your Hub are
newspapers of general circulation that
have been published continuously and
without interruption for at least
fifty-two weeks in Denver County
and meet the legal requisites for a legal
newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto
is a true copy, published in Your Hub
for West Jeffco (including the counties
of Jefferson, Arapahoe, Arvada, Denver, Lakewood, Gilpin,
Clear Creek, and Westminster) on the following date(s):

____ April 11, 2024 ____


Signature

Subscribed and sworn to before me this
12 day of ____ April __, 2024.


Notary Public



(SEAL)

NOTICE OF PUBLIC HEARINGS FOR REZONING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of the County of Jefferson, State of Colorado will hold a hybrid (in-person and online virtual) public hearing on a proposed rezoning of certain property within Jefferson County, Colorado. The public hearing will be held at the Jefferson County Administration and Courts Facility, Hearing Room 1, at 100 Jefferson County Parkway, Golden, Colorado, on April 30, 2024 at 9:00 a.m. with the virtual hearing link being available on the County's website at <https://www.jeffco.us/meetings>.

FURTHER NOTICE IS HEREBY GIVEN that said public hearings may be continued from time to time without further notice.

Said proposed rezoning is Case No. 19-129748RZ/Ruikka Enterprises ODP Amendment 1, which proposes to amend the existing ODP to allow an increase to Gross Floor Area and a reduction to parking standards for an existing brewpub.

Said property is located at: 27618 Fireweed Dr, which contains approximately 3.18 acres

BE IT ALSO KNOWN that the text and/or maps relating to the above referenced rezoning and any text and/or maps so certified by the Jefferson County Planning Commission may be examined by contacting the Jefferson County Planning and Zoning Division during any working day. You can reach Planning & Zoning at 303-271-8700 or pzweb@jeffco.us.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF JEFFERSON
STATE OF COLORADO

Published April 11, 2024

/s/ Lesley Dahlkemper, Chairman

Please note: The Denver Post will no longer be issuing paper tears. They will only be a digital copy.

CURRENT ZONING

RUIKKA ENTERPRISES - OFFICIAL DEVELOPMENT PLAN

LOCATED IN SECTIONS 2, 3, 10, AND 11, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M.
COUNTY OF JEFFERSON, STATE OF COLORADO

CASE NUMBER: 13-114666RZ

MAP NUMBER: 176

Intent - The purpose of this Rezoning is to rezone the existing Planned Development zone district (Evergreen Conference Center ODP) to allow for some of the existing conference center and community uses and to allow for small scale restaurant/brewpub business/professional offices and low intensity specialty goods and services.

WRITTEN RESTRICTIONS

A. PERMITTED USES:

- Use Area A
 - Conference facility, including but not limited to: meeting rooms, administrative offices.
 - Business and professional offices not to exceed 2,000 square feet of GLA.
 - Brew pub or Vintner not to exceed 4,000 square feet of GLA.
 - Restaurant, excluding fast food and drive-ins, with less than 4,000 square feet GLA and specialty restaurant with less than 1,200 square feet GLA and with no drive-through.
 - Low intensity specialty goods and services of less than 2,000 square feet of GLA, including but not limited to: art gallery, antiques, artisan shops, photo studio, beauty shop, gift shop, plant store or nursery, taxidermy, furniture store, pet store, blue-print, newspaper office, and apparel.

- Use Area B
 - One (1) Single-family residential.

B. ACCESSORY USES

- Use Area A
 - Caretaker's residence.
 - Private garage.
 - Storage sheds.
 - One storage building.
 - One private building.
- Use Area B
 - Accessory structures including:
 - Private garage.
 - One mini-structure as per the Accessory Uses section of the Jefferson County Zoning Resolution.
 - Storage shed.

C. LOT AND BUILDING STANDARDS:

- | | |
|--|--|
| 1. Use Area A <ol style="list-style-type: none">Maximum number of lots: 2Minimum lot size: 15,000 square feetMaximum building height: 35 feetBuilding Setbacks:<ol style="list-style-type: none">Front: 20 feetSide: 20 feetRear: 20 feetThe existing private building A may remain at the current setback of 8 feet. Any additions or replacement shall follow the setbacks above. | 2. Use Area B <ol style="list-style-type: none">Maximum number of lots: 1Minimum lot size: 15,000 square feetMaximum building height: 35 feetBuilding Setbacks:<ol style="list-style-type: none">Front: 20 feetSide: 20 feetRear: 20 feetThe existing house may remain at the current setback of 10 feet. Any additions or replacement shall follow the setbacks above. |
|--|--|

D. OFF-STREET PARKING REQUIREMENTS:

- Shall follow the Jefferson County Zoning Resolution in force and effect at time of Development Plan approval.

E. FENCES AND RETAINING WALLS:

- Fences:
 - The maximum height of fences shall be forty-two (42) inches within the required front building setback; six (6) feet in all other areas.
 - Barbed wire and electrical fences (with the exception of buried electric pet control fences) are prohibited.
 - All fences within or adjacent to residential uses will be limited to fences constructed of wood, masonry, wrought iron, or vinyl.
 - Fences on corner lots must comply with the vision clearance triangle requirements of the Jefferson County Zoning Resolution.
 - Permits are required prior to the construction of any fence over 42" in height pursuant to the Jefferson County Zoning Resolution.
- Retaining Walls:
 - Retaining walls over thirty-six (36) inches in height shall require certification by a professional engineer as to design and structural stability.
 - Retaining walls within this Planned Development (PD) may be constructed of concrete, masonry, or timber.
 - Permits shall be required for any retaining wall over thirty-six (36) inches in height.
 - Retaining walls shall meet the Jefferson County Zoning Resolution standards.

F. SIGNS:

- Shall follow the Jefferson County Zoning Resolution in force and effect at time of Development Plan approval.

G. ARCHITECTURAL STANDARDS:

- The architectural design of the existing structures shall be maintained to the extent possible.
- Architectural design and style of new construction and/or additions shall be compatible with the surrounding residential properties to the extent possible.
- All other standards shall follow the Architectural section of the Jefferson County Zoning Resolution in force and effect at the time of Development Plan approval or building permit application.

H. GENERAL REQUIREMENTS:

- All setbacks measured from the foundation or wall to the back of walk; however eaves, roof overhangs and fireplaces may protrude twenty-four (24) inches into the setback.
- No structure may be erected, placed upon or extend over any easement unless approved in writing by the agency or agencies having jurisdiction over such easement.
- Other standards not specifically addressed herein will be addressed by those standards in the Jefferson County Zoning Resolution for the district(s) most similar to this Planned Development (PD) in force and effect at time of Development Plan approval.

STANDARD FLEXIBILITY STATEMENT

The graphic drawing contained within this Official Development Plan is intended to depict general locations and illustrate concepts of the textual provisions of this Official Development Plan.

During the platting process the Planning and Zoning Director may allow minor variations for the purpose of establishing:

- Final road alignments.
- Final configuration of lot and tract sizes and shapes.
- Final building envelopes.
- Final access and parking locations.
- Landscaping adjustments.

OWNER'S CERTIFICATE:

Ruikka Enterprises, LLC, a Colorado Limited Liability Company, as owner of the land affected by this Planned Development, accept and approve all conditions set forth herein.

Ruikka Enterprises, LLC

a Colorado Limited Liability Company

By: *Anders M. Ruikka*
Anders M. Ruikka, Member

By: *Debra L. Ruikka*
Debra L. Ruikka, Member

COUNTY OF JEFFERSON)

) JSS

STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 6 day of AUG, 2014, by Anders M. Ruikka, Member and Debra L. Ruikka, Member, of Ruikka Enterprises, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

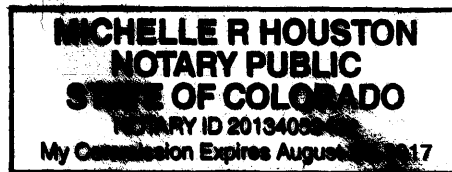
Michelle R. Houston
Notary Public
My commission expires: 8-23-17

COUNTY COMMISSIONER'S CERTIFICATE:

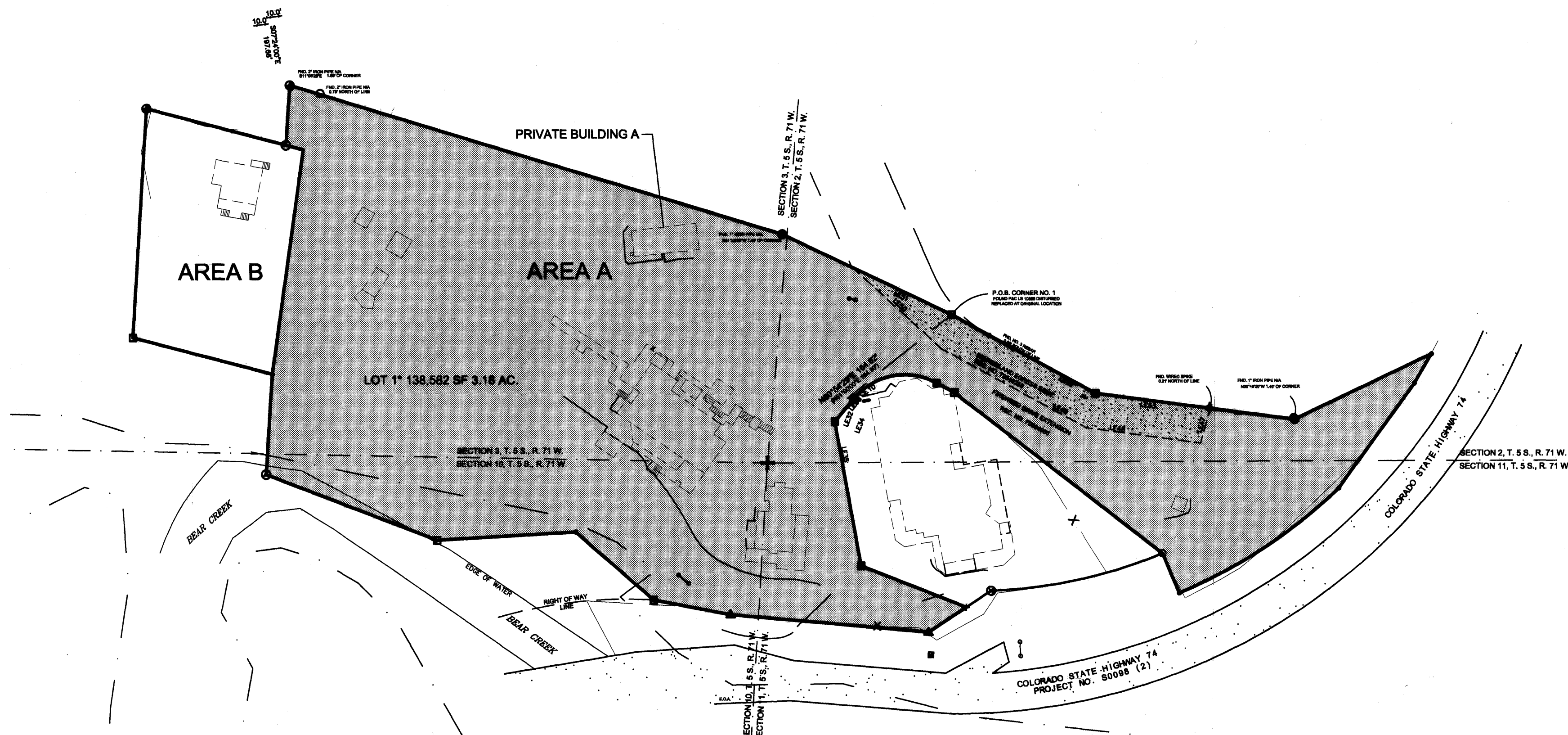
This Official Development Plan, titled Ruikka Enterprises Official Development Plan, was approved the 25th day of MARCH, 2014, and is accepted by the Board of County Commissioners this 6th day of AUGUST, 2014.

BOARD OF COUNTY COMMISSIONERS:

Lisa Schmauder
Chairman
Lisa Schmauder
Clerk

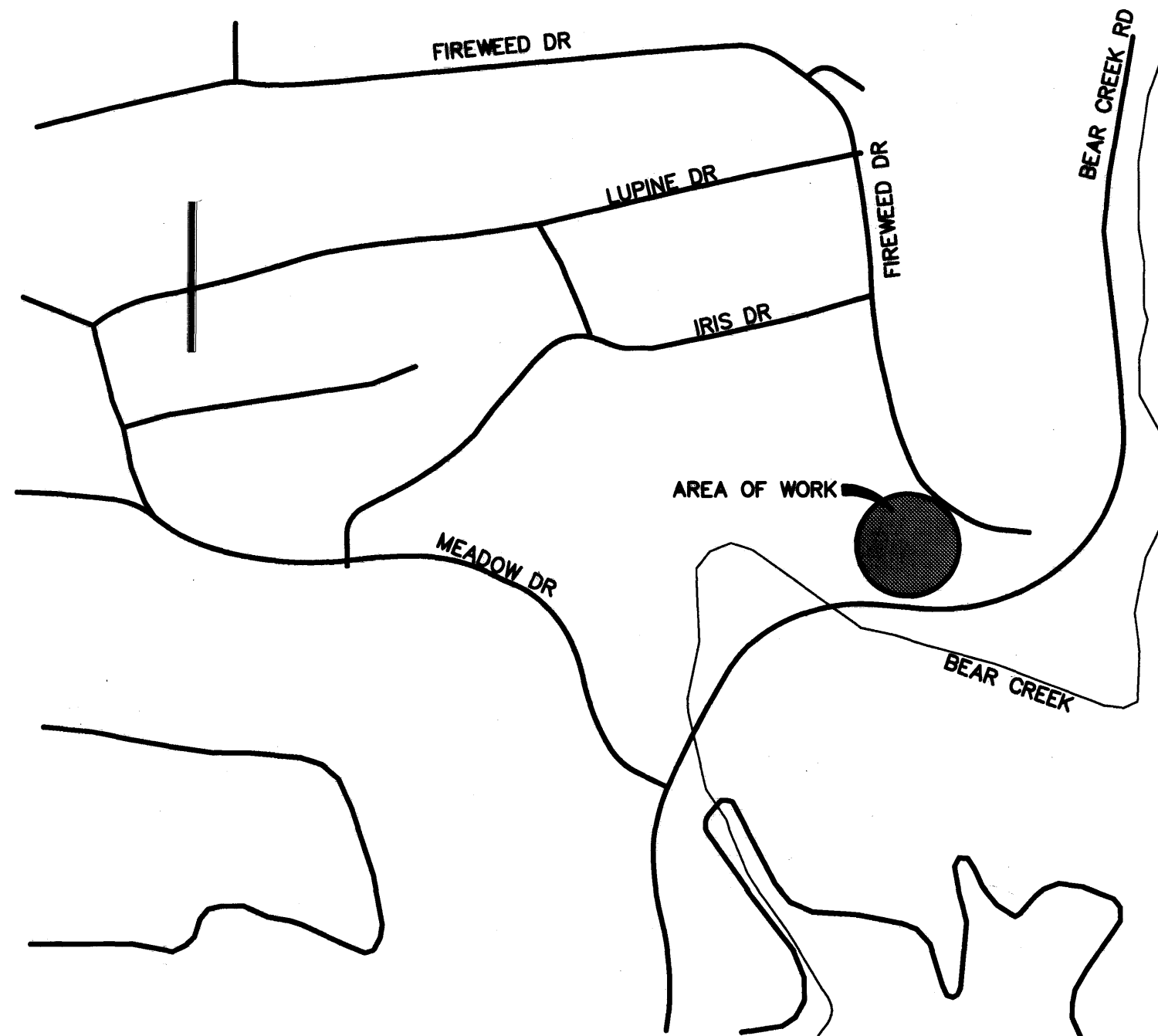
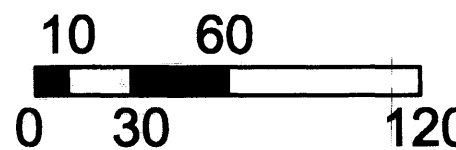
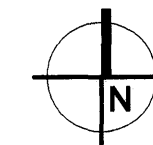


CLERK & RECORDER'S CERTIFICATE
Accepted for recording in the office of
of the Clerk & Recorder of Jefferson
County at Golden Colorado on this
7th day of August, 2014 at 12:55:17 pm
Pam Anderson
Jefferson County Clerk & Recorder
Jay Susan G. Gammis
Deputy Clerk



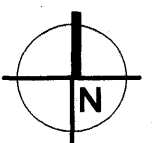
2 SITE PLAN

1" = 60'-0"



1 VICINITY MAP

NTS



LEGAL DESCRIPTION:

PARCEL A:
A TRACT OF LAND LOCATED IN SECTIONS 2, 3, 10 AND 11, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT CORNER NUMBER 1, AN IRON PIPE, FROM WHENCE THE SECTION CORNER COMMON TO SAID SECTIONS 2, 3, 10 AND 11 BEARS SOUTH 51 DEGREES 00 MINUTES WEST, A DISTANCE OF 164.9 FEET; THENCE NORTH 64 DEGREES 24 MINUTES WEST, A DISTANCE OF 130.1 FEET; THENCE NORTH 73 DEGREES 06 MINUTES 39 SECONDS WEST, A DISTANCE OF 356.88 FEET; THENCE SOUTH 03 DEGREES 30 MINUTES WEST, A DISTANCE OF 41.70 FEET; THENCE NORTH 75 DEGREES 06 MINUTES WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 03 DEGREES 30 MINUTES WEST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 75 DEGREES 06 MINUTES EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 03 DEGREES 30 MINUTES WEST, A DISTANCE OF 70.5 FEET TO A CROSS ON A ROCK ON THE NORTHERLY LINE OF BEAR CREEK; THENCE SOUTH 69 DEGREES 00 MINUTES EAST, A DISTANCE OF 127.00 FEET; THENCE NORTH 86 DEGREES 40 MINUTES EAST, A DISTANCE OF 96.00 FEET; THENCE SOUTH 48 DEGREES 45 MINUTES EAST, A DISTANCE OF 71.84 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO HIGHWAY NO. 74; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES:
SOUTH 78 DEGREES 53 MINUTES 30 SECONDS EAST, A DISTANCE OF 54.25 FEET;
THENCE SOUTH 84 DEGREES 54 MINUTES 49 SECONDS EAST, A DISTANCE OF 137.83 FEET; THENCE NORTH 56 DEGREES 30 MINUTES 37 SECONDS EAST, A DISTANCE OF 52.11 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 122.6 FEET (THE CHORD OF SAID CURVE BEARS NORTH 77 DEGREES 35 MINUTES EAST, A DISTANCE OF 121.84 FEET); THENCE SOUTH 22 DEGREES 57 MINUTES 07 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 133.5 FEET (THE CHORD OF SAID CURVE BEARS NORTH 56 DEGREES 35 MINUTES EAST, A DISTANCE OF 132.78 FEET);
THENCE NORTH 35 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 88.3 FEET; THENCE NORTH 30 DEGREES 11 MINUTES 11 SECONDS EAST, A DISTANCE OF 23.79 FEET; THENCE LEAVING SAID HIGHWAY RIGHT-OF-WAY LINE, SOUTH 64 DEGREES 32 MINUTES WEST, A DISTANCE OF 104.26 FEET;
THENCE NORTH 82 DEGREES 11' WEST, A DISTANCE OF 139.6 FEET; THENCE NORTH 61 DEGREES 07 MINUTES WEST, A DISTANCE OF 113.9 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM THOSE PARCELS CONVEYED IN INSTRUMENTS RECORDED AUGUST 9, 1990 UNDER RECEPTION NO. 90068292 AND MARCH 25, 2009 UNDER RECEPTION NO. 2009028036, COUNTY OF JEFFERSON, STATE OF COLORADO.
PARCEL B:
NON EXCLUSIVE RIGHT TO USE ALL PARKING FACILITIES, AS MORE SPECIFICALLY DESCRIBED IN RECIPROCAL PARKING EASEMENT RECORDED JANUARY 11, 1990 UNDER RECEPTION NO. 90003806, COUNTY OF JEFFERSON, STATE OF COLORADO.
(SEE GRAPHIC DETAIL SHEET 2, NO LOCATIONS PERFORMED THIS SURVEY)

PREPARED: 02.20.2014
REVISIONS: NO.: DATE:

GREY WOLF ARCHITECTURE
ARCHITECTURE PLANNING INTERIOR DESIGN

1543 CHAMPA STREET SUITE 200
DENVER, COLORADO 80202
303.293.9107 to 303.293.4397
aw@greywolfstudio.com

ADDITIONAL CASE DOCUMENTS



Jefferson County, Colorado
Planning & Zoning Division

100 Jefferson County Parkway, Suite 3550, Golden, Colorado 80419-3550
☎ 303.271.8700 • Fax 303.271.8744 • <http://planning.jeffco.us>

DEVELOPMENT PERMIT APPLICATION

APPLICATION FOR (Please check all that apply)

- ☐ Rezoning from PD to PD
- ☐ Special Use Item No. _____ of the _____ Zone District
to permit _____
- ☐ Subdivision Platting ☐ Superlot Process ☐ Regular Process
- ☐ Exemption from Platting ☐ Superlot ☐ Minor Division of Land ☐ Legalization of Property Division
- ☐ Site Approval ☐ Site Development Plan Approval

PURPOSE OF APPLICATION(s)

The purpose of rezoning is to Expand gross floor area for brew-
pub and restaurant

STAFF USE ONLY

Case No.		Current Zoning	
Dated Filed		Proposed Zoning/SU	
Planner		Street Address	
Acres		Previous Cases	
Map Sheet		Community Plan	

SPECIAL DISTRICTS

Water	<u>Evergreen Metro District</u>	Post Office		Electricity	
Sewage	<u>Evergreen Metro District</u>	Park & Rec.		Fire	<u>Evergreen Fire Rescue</u>

DOCUMENTS SUBMITTED

- | | |
|--|--|
| <input checked="" type="checkbox"/> Water Supply Report | <input type="checkbox"/> Reduction of the Plat |
| <input checked="" type="checkbox"/> Sewage Disposal Report | <input type="checkbox"/> Exemption Survey |
| <input type="checkbox"/> Utility Report | <input type="checkbox"/> Landscape Plan |
| <input checked="" type="checkbox"/> Fire Protection Report | <input type="checkbox"/> Proof of ownership |
| <input type="checkbox"/> Drainage Report | <input type="checkbox"/> Proof of access |
| <input type="checkbox"/> Geologic Report | <input type="checkbox"/> OTHER _____ |
| <input type="checkbox"/> Soils Report | <input type="checkbox"/> OTHER _____ |
| <input type="checkbox"/> Radiation Report | <input type="checkbox"/> OTHER _____ |
| <input type="checkbox"/> Sensory Impact Report | |
| <input type="checkbox"/> Wildlife, Vegetation and Landscaping Report | |
| <input type="checkbox"/> Historical, Archaeological & Paleontological Report | |

INSTRUCTIONS FOR SUBMITTAL

- All surveys and documents shall be no larger than 8 1/2" by 14" in size or folded to that or a smaller size.
- Original completed applications must be provided. Copies are not acceptable.
- Incomplete applications will not be accepted and will delay processing.
- Initially, one copy of each document shall be submitted by the applicant for review by the Planning and Zoning Department. At such time as the documents are deemed adequate, additional copies as required by the Planning and Zoning Department shall be submitted.

PROJECT TEAM INFORMATION

Property Owner(s)	E-mail (required)	Phone	Fax
ANDERS RUIKKA	anders@lariatlodgebrewing.com	303 565 9674	
Address			
27618 Fireweed Dr. Evergreen, CO 80439			
Property Owner(s)	E-mail (required)	Phone	Fax
DEBRA RUIKKA	debbie@lariatlodgebrewing.com	303 667 4505	
Address			
27618 Fireweed Dr. Evergreen Co 80439			
Developer/ Subdivider	E-mail (required)	Phone	Fax
Address			
Authorized Representative	E-mail (required)	Phone	Fax
Address			
Engineer	E-mail (required)	Phone	Fax
Address			

PROPERTY DESCRIPTION

Property ID(s)	Acreage	Map Sheet
51-034-08-008	3.18 Acres	
Access via		
Fireweed Dr.		
Address		
27618 FIREWEED DR. EVERGREEN CO 80439		
Legal Description (attach additional sheet if necessary)		
See sep. sheet		

ADDITIONAL INFORMATION

Please attach any additional information to support or clarify this application.

DISCLOSURE OF PROPERTY OWNERSHIP (PLEASE CHECK ALL THAT APPLY)

- ☒ If owner is an individual, indicate name exactly as it appears on the deed.
- ☐ If owner is a corporation, partnership, limited partnership, or other business entity, name principals on a separate page. Please include the articles of organization, partnership agreement, etc., as applicable.

Please provide the name(s), mailing address(es), street address(es), and phone number(s) for all owners.

PROPERTY OWNER AFFIDAVIT

I/We Ruikka Enterprises LLC, being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data, and all other supplementary matter attached hereto and made part of this application, are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize County staff to visit the site as necessary for proper review of this application. (If there are any special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site)

ANDERS RUICKA

Name (printed)

27618 FIREWEED DR.

Evergreen CO 80439

Address

303 565 9694

Phone

Fax

anders@lariatlodgebrewing.com

E-Mail (required)

Signature

County of

Jefferson

State of

Colorado

SS

Sworn to and subscribed before me this 19th day of February, 2020

(fill in month)

(fill in year)

By

Eric Rode

(name printed)

Witness my hand and official seal.

Notary Public

My Commission expires: 11/05/2020

Debra Ruikka

Name (printed)

27618 FIREWEED DR

Evergreen CO 80439

Address

303 802 4305

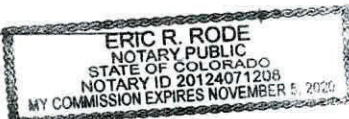
Phone

Fax

Debbie@lariatlodgebrewing.com

E-Mail (required)

Signature



Rezoning 2020 Cover letter.

Ruikka Enterprises
27618 Fireweed Dr.
Evergreen CO 80439

Rezoning from PD to PD updating the ODP to allow a larger restaurant. We rezoned in 2015 and thought it covered the size of existing building and decks as GLA was approved. The historical building was renovated in 2015 with the consideration of reusing the historical site (Evergreen Conference) with similar uses as before. The building and deck size has not changed since 1940's additions and the current areas was used for large events. However, improved during the 2015 construction. The patio area was not considered as part of the building in the last rezoning. Parking is adequate for a restaurant/brewpub of current size. The Brewpub has 223 seats requiring 101 parking spaces, 74 spaces onsite and 80 parking spaces at the Church next door zoned C1, totaling 154 parking spots including 5 handicapped parking spots next to the building, one of them being van accessible. Previously on the ODP the building was measured in GLA (Gross Leasable Area) and on this ODP the building is measured in GFA (Gross Floor Area). These calculations are 8,900 sf including the outdoor space. The common areas and outdoor space were not part of past calculations. This is the size of the existing building and expansions of the brewpub are not possible.

Ruikka Enterprises LLC.

Anders Ruikka
303-565-9694
Anders@lariatlodgebrewing.com

AUTHORIZED REPRESENTATIVE

I/We further permit _____ to act as my/our representative in any manner regarding this application, to answer questions and to represent me/us at any meeting and public hearing(s) which may be held on this application. **NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.**

Representative Name *(printed)*

Representative Address

Representative Phone

Representative Fax

Owner Signature

Type of Identification

LEGAL DESCRIPTION:

PARCEL A:

A TRACT OF LAND LOCATED IN SECTIONS 2, 3, 10 AND 11, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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EXCEPTING THEREFROM THOSE PARCELS CONVEYED IN INSTRUMENTS RECORDED AUGUST 9, 1990 UNDER RECEPTION NO. 90068292 AND MARCH 25, 2009 UNDER RECEPTION NO. 2009026036,
COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL B:

NON EXCLUSIVE RIGHT TO USE ALL PARKING FACILITIES, AS MORE SPECIFICALLY DESCRIBED IN RECIPROCAL PARKING EASEMENT RECORDED
JANUARY 11, 1990 UNDER RECEPTION NO. 90003806, COUNTY OF JEFFERSON, STATE OF COLORADO.
(SEE GRAPHIC DETAIL SHEET 2, NO LOCATIONS PERFORMED THIS SURVEY)

RECORDATION REQUESTED BY:

Community Banks of Colorado, a division of NBH
Bank
Leadville
400 Harrison Avenue
Leadville, CO 80461

WHEN RECORDED MAIL TO:

Community Banks of Colorado, a Division of
NBH Bank
Attn: Commercial Loan Servicing
1111 Main Street, Suite 2700
Kansas City, MO 64105



70603605

FOR RECORDER'S USE ONLY



#####034012282018

DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$668,000.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated December 28, 2018, among Ruikka Enterprises, LLC, a Colorado Limited Liability Company, whose address is 27618 Fireweed Drive, Evergreen, CO 80439 ("Grantor"); Community Banks of Colorado, a division of NBH Bank, whose address is Leadville, 400 Harrison Avenue, Leadville, CO 80461 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of Jefferson County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Jefferson County, State of Colorado:

LOT 1 AND TRACTS B AND C, RUIKKA SUBDIVISION, COUNTY OF JEFFERSON, STATE OF COLORADO

The Real Property or its address is commonly known as 27618 Fireweed Drive, Evergreen, CO 80439.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Borrower whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower, together with all interest thereon.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

DEED OF TRUST (Continued)

Page 2

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real

DEED OF TRUST (Continued)

Page 3

Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to

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Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement

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are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the Indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding

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under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the

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Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of indebtedness so used or applied may be credited thereon as having been paid.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

SMALL BUSINESS ADMINISTRATION LOAN (SBA LOAN). The loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which used tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- (a) "When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations.
- (b) "Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law."

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Applicable Law. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of LAKE

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County, State of Colorado.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Community Banks of Colorado, a division of NBH Bank, and its successors and assigns.

Borrower. The word "Borrower" means Ruikka Enterprises, LLC; Anders Mikael Ruikka; and Debra Lynn Ruikka and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Ruikka Enterprises, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or

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part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Deed of Trust, together with all interest thereon.

Lender. The word "Lender" means Community Banks of Colorado, a division of NBH Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated December 28, 2018, in the original principal amount of **\$668,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is December 28, 2043.
NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of Jefferson County, Colorado.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

RUIKKA ENTERPRISES, LLC

By: 
Anders M. Ruikka, Member of Ruikka Enterprises, LLC

By: 
Debra L. Ruikka, Member of Ruikka Enterprises, LLC

WHEN RECORDED
RETURN TO:



STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named
RUIKKA ENTERPRISES, LLC, A COLORADO LIMITED LIABILITY COMPANY
2. The type of entity is a:

<input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/>	<input type="checkbox"/> Registered Limited Liability Partnership <input type="checkbox"/> Registered Limited Liability Limited Partnership <input type="checkbox"/> Limited Partnership Association <input type="checkbox"/> Government or Governmental Subdivision or Agency <input type="checkbox"/> Trust
---	---
3. The entity is formed under the laws of **Colorado**
4. The mailing address for the entity is
5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **ANDERS M. RUIKKA, MEMBER AND DEBRA L. RUIKKA, MEMBER**
6. The authority of the foregoing person(s) to bind the entity: ☐ is² not limited ☐ is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 28 day of December, 2018

(SEE ATTACHED "SIGNATURE PAGE")

¹This form should not be used unless the entity is capable of holding title to real property.
²The absence of any limitation shall be prima facie evidence that no such limitation exists.
³The statement of authority must be recorded to obtain the benefits of the statute.



Statement of Authority - Buyer/Borrower

SIGNATURE PAGE

RUIKKA ENTERPRISES, LLC, A COLORADO LIMITED
LIABILITY COMPANY

By: [Signature]
ANDERS M. RUIKKA, MEMBER

By: [Signature]
DEBRA L. RUIKKA, MEMBER

State of Colorado)
County of Lafayette)ss.

The foregoing instrument was acknowledged before me on this 28 day of December, 2018 by ANDERS M. RUIKKA AND DEBRA L. RUIKKA AS MEMBERS OF RUIKKA ENTERPRISES, LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal

My Commission expires: _____

[Signature]
Notary Public

BERNADETTE SCHOLANDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924017587
My Commission Expires March 15, 2021

DEED OF TRUST
(Continued)

Page 10

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado

)

) SS

COUNTY OF Jefferson

)

This record was acknowledged before me on December 28, 2018 by Anders M Ruikka, Member of Ruikka Enterprises, LLC and Debra L Ruikka, Member of Ruikka Enterprises, LLC.

LORRIE ANN JONES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064001265
MY COMMISSION EXPIRES MARCH 28, 2020

Lorrie Ann Jones
Signature of Notarial Officer

Notary Public in and for the State of Colorado

My commission expires March 28, 2020

LARIAT LODGE BREWING CO
27618 FIREWEED DR., EVERGREEN, CO 80439

GENERAL NOTES

IT IS THE BUILDERS RESPONSIBILITY TO DICTATE METHODS OF CONSTRUCTION. THE BUILDER SHALL VERIFY ALL DIMENSIONS OF MANUFACTURED COMPONENTS AND RELATIONSHIPS BETWEEN MATERIALS OR COMPONENTS. THE BUILDER SHALL VERIFY EXISTING CONDITIONS AND DIMENSIONS SHOWN ON THE DRAWINGS INCLUDING ALL EXISTING GRADES AT THE SITE.

THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES OR DEFICIENCIES IN THE DRAWINGS PRIOR TO CONSTRUCTION. FAILURE TO NOTIFY ENGINEER SHALL CONSTITUTE ACCEPTANCE BY THE BUILDER OF ALL RESPONSIBILITY.

IF A DISCREPANCY ARISES BETWEEN THE DRAWINGS AND FIELD CONDITIONS, OR WHERE A DETAIL IS DOUBTFUL OFF INTERPRETATION, OR AN UNANTICIPATED FIELD CONDITION IS ENCOUNTERED, THE ENGINEER SHALL BE CALLED RIGHT AWAY FOR CORRECT PROCEDURE TO BE FOLLOWED. SUCH INSTRUCTIONS SHALL BE CONFIRMED IN WRITING AND DISTRIBUTED TO ALL AFFECTED PARTIES.

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THIS IS A CUSTOM DESIGN FOR A SPECIFIC SITE. THESE PLANS MAY NOT BE USED ON ANY OTHER SITE WITHOUT THE ENGINEER'S PRIOR WRITTEN APPROVAL.

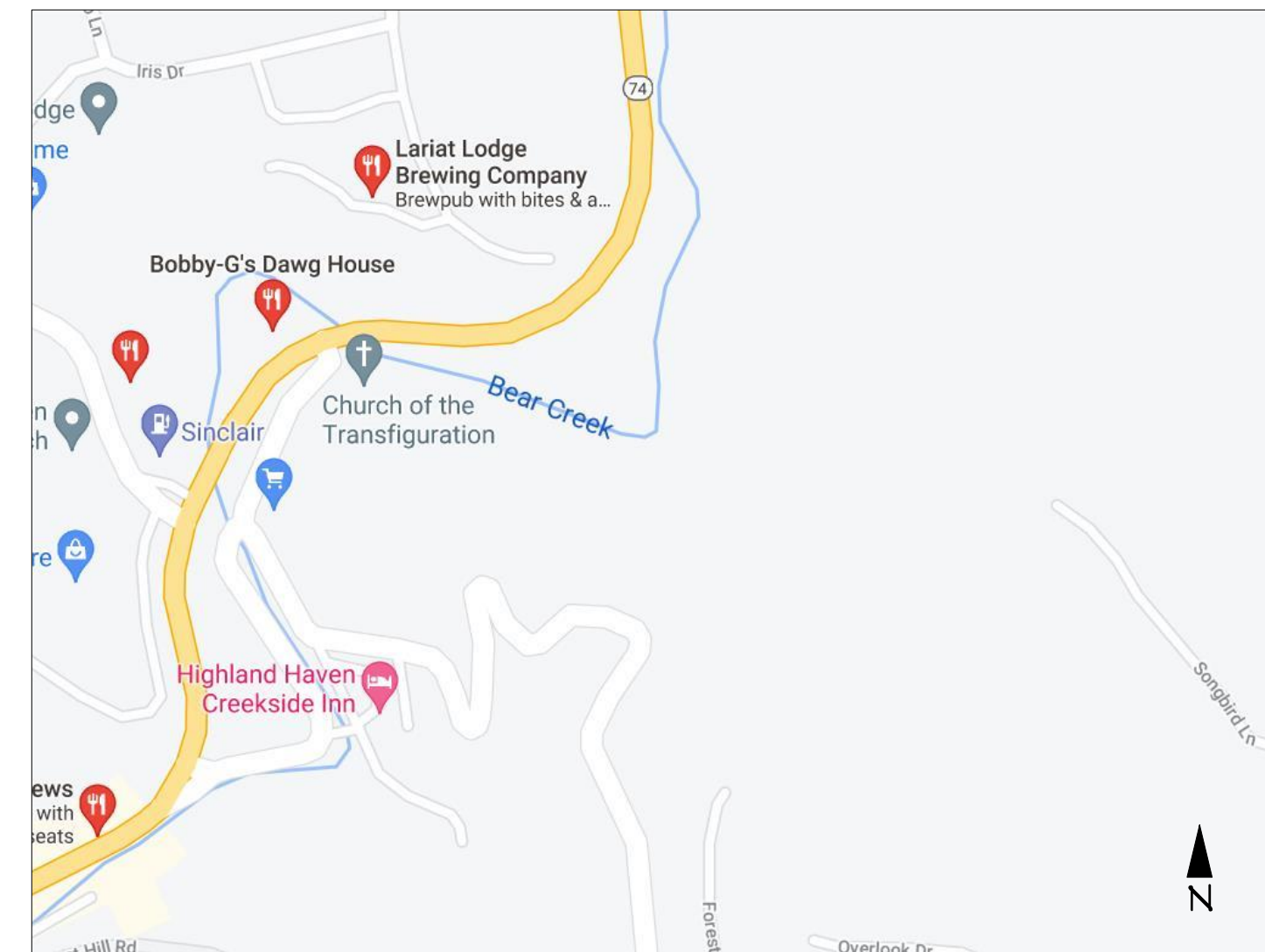
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THE BUILDER/CONTRACTOR AND ALL SUBCONTRACTORS SHALL CONFORM TO ALL APPLICABLE BUILDING CODES.

VICINITY MAP



BASED ON 2018 I.B.C.

PROJECT

LARIAT LODGE BREWING CO
27618 FIREWEED DR.
EVERGREEN, CO 80439

OWNER

LARIAT LODGE BREWING CO
ANDERS RUIKKA
12684 W. INDORE PLACE
LITTLETON, CO 80127
303-565-9694

ENGINEER

DREW SCHNEIDER, PE
INSIGHT ENGINEERING
27691 MOFFAT ROAD
EVERGREEN, CO 80439
PHONE: 303-929-4272
EMAIL: Drew@InsightEngineering.org

CONTRACTOR

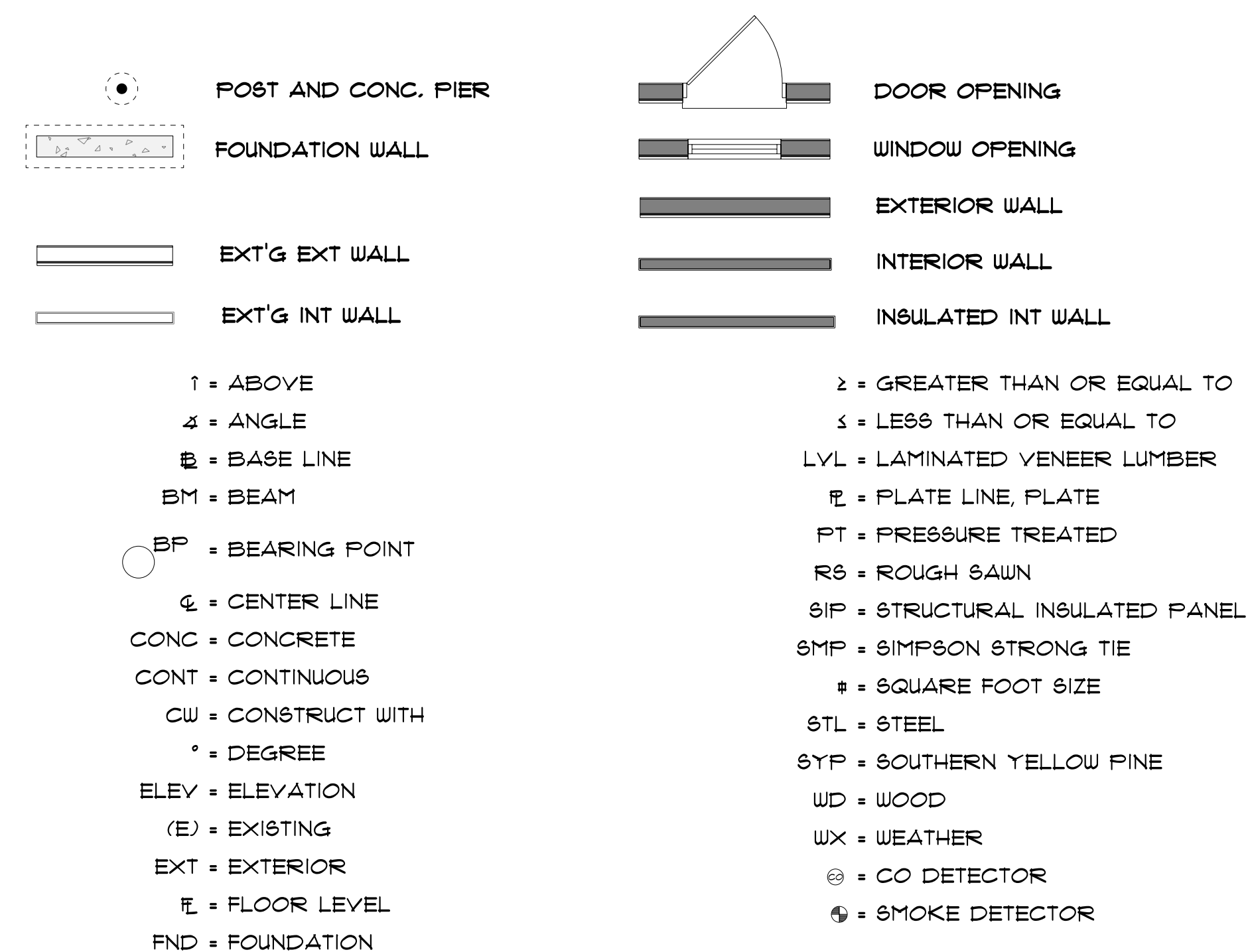
T.B.D.

AREA SUMMARY TABLE

	NAME	SQUARE FOOTAGE
BUILDING GFA SQ. FT.		4,861.8
SEATING AREA		2,361
DECK/PATIO		3,680
TOTAL SEATING S.F.		6,041


UNCONCENTRATED SEATING (TABLES & CHAIRS) 15 NET
6,041 / 15 = 402 MAX OCCUPANCY

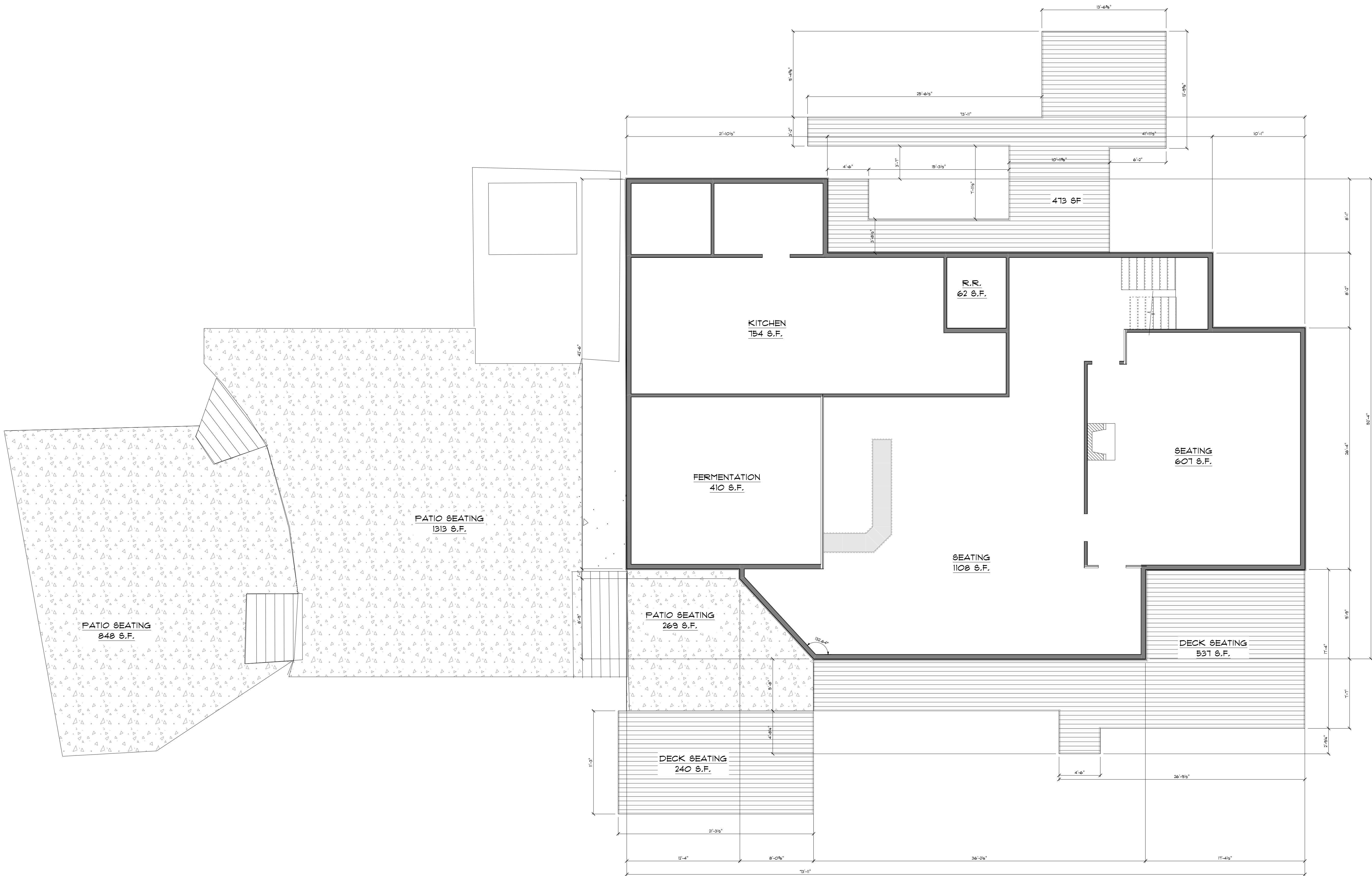
ARCHITECTURAL SYMBOLS/KEY



DRAWING INDEX

SHEET	DRAWING/S
T.1	TITLE
A.1	MAIN LEVEL
A.2	UPPER & BASEMENT LEVEL

PROJECT EXCLUSIVELY DESIGNED FOR: LARIAT LODGE BREWING CO 27618 FIREWEED DR. EVERGREEN, CO 80439 DRAWING NAME:	FILE NAME: T.1		TITLE	 INSIGHT ENGINEERING, INC ENGINEERING & DESIGN SERVICES 27691 MOFFAT ROAD EVERGREEN, COLORADO 80439 PHONE (303) 929-4272 Drew@InsightEngineering.org THIS DRAWING IS CONSIDERED A PROPRIETARY PRODUCT OF INSIGHT ENGINEERING. IT IS NOT TO BE USED OR REPRODUCED IN ANY MANNER UNLESS AUTHORIZED IN WRITING BY INSIGHT ENGINEERING.	DATE: 08/13/21	REVISIONS: AS BUILT	CHG. BY
	JOB NO. E21-0018				DATE: 08/26/21	REVISIONS: REVIEWED AS BUILT	CHG. BY
	SCALE: AS SHOWN				DATE: 09/10/21	REVISIONS: FINAL	CHG. BY
	PLOTTED: 9/10/2021						
	SHEET: T.1						



1 MAIN LEVEL
A.1
SCALE: 1/4"=1'-0"
3,039.4± S.F. GFA
1,150 S.F. SEATING AREA
1,250± S.F. DECKS
2,430 S.F. PATIOS

DATE:	REVISIONS:	CHK. BY:
08/13/21	A5 BUILT	J5
08/26/21	REVISED AS BUILT	J5
09/10/21	FINAL	J5

**INSIGHT ENGINEERING, INC.**
ENGINEERING & DESIGN SERVICES

27691 MOFFAT ROAD
EVERGREEN, COLORADO 80439

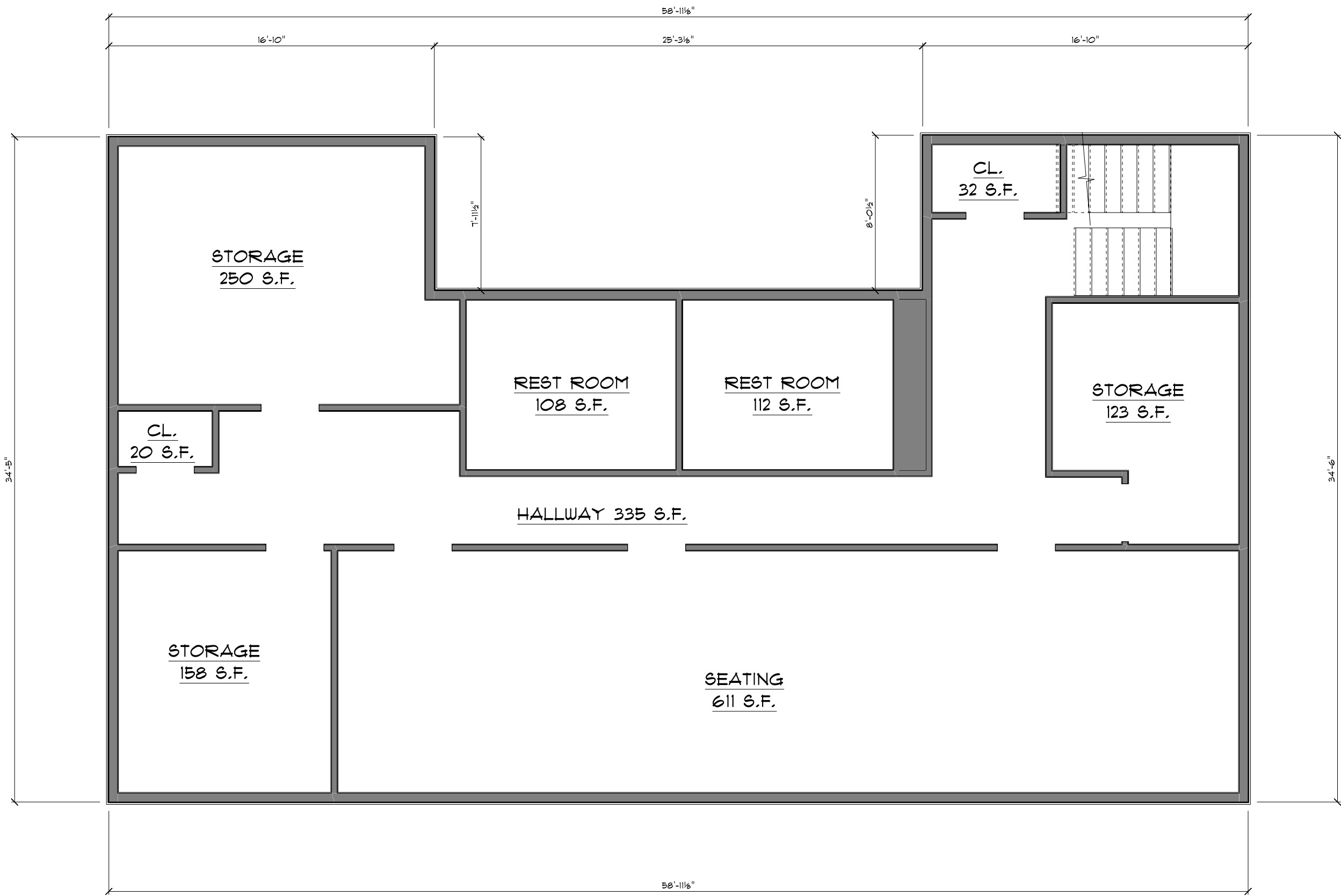
PHONE (303) 929-4272 Draw@InsightEngineering.org
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PROJECT EXCLUSIVELY DESIGNED FOR:
LARIAT LODGE BREWING CO
21618 FIREWEED DR.
EVERGREEN, CO 80439

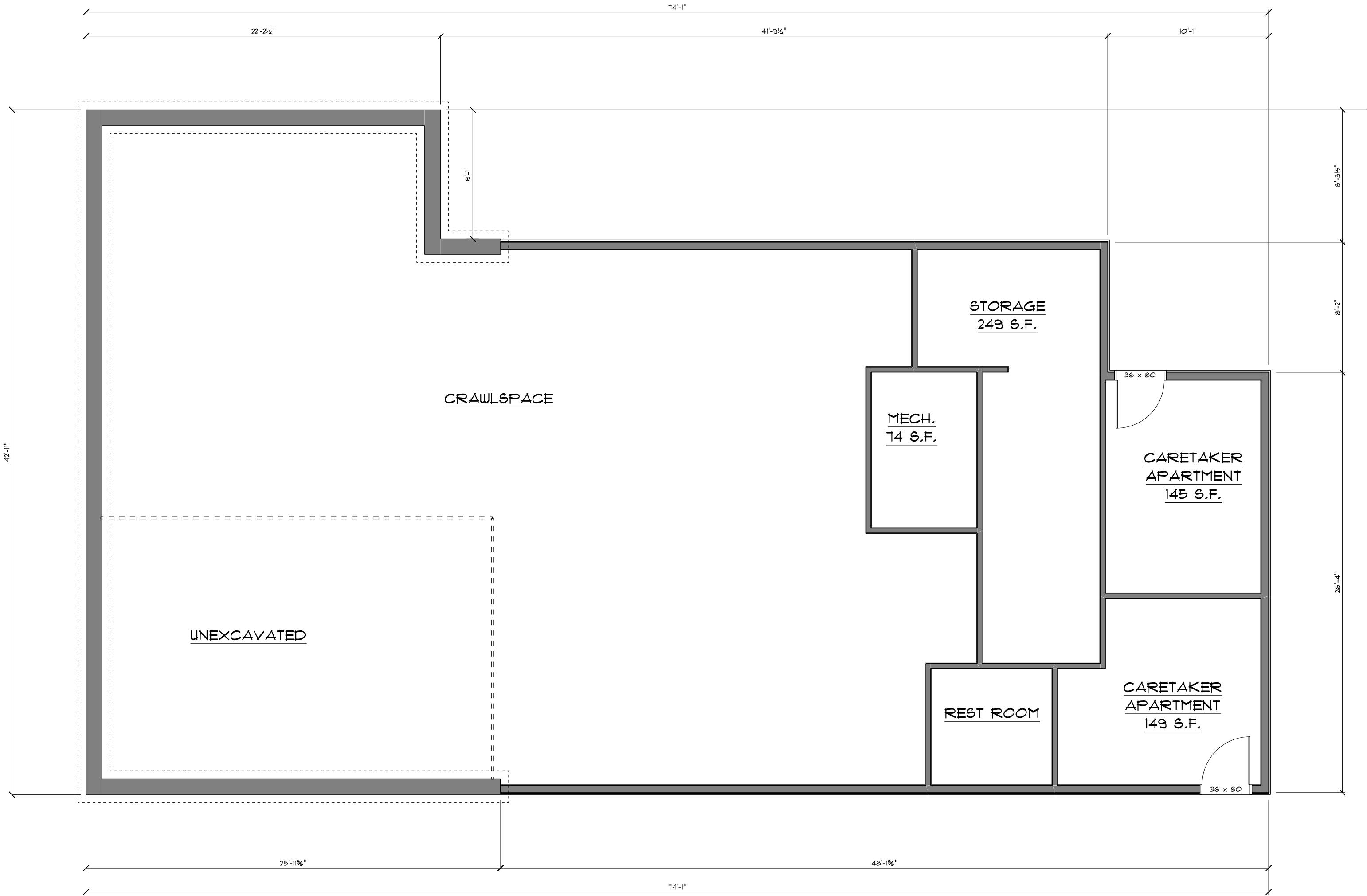
DRAWING NAME:
MAIN LEVEL

FILE NAME:
A.1
JOB NO.
E21-0078
SCALE:
A5 SHOWN
PLOTTED:
9/10/2021
SHEET:

A.1




1 UPPER LEVEL
A.2 SCALE: 1/4"=1'
1,828.4± S.F. GFA
611 S.F. SEATING AREA



1 BASEMENT LEVEL
A.2 SCALE: 1/4"=1'
2639.1± S.F. GFA

DATE:	REVISIONS:	CHG. BY:
08/13/21	AS BUILT	J5
08/26/21	REVISED AS BUILT	J5
09/10/21	FINAL	J5



INSIGHT ENGINEERING, INC.
ENGINEERING & DESIGN SERVICES
27691 MOFFAT ROAD
EVERGREEN, COLORADO 80439
PHONE (303) 929-4272 Drew@InsightEngineering.org
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PROJECT EXCLUSIVELY DESIGNED FOR:
LARIAT LODGE BREWING CO
27618 FIREWEED DR.
EVERGREEN, CO 80439
DRAWING NAME:
UPPER & BASEMENT LEVELS

FILE NAME:	A.2
JOB NO.	E21-0078
SCALE:	AS SHOWN
PLOTTED:	9/10/2021
SHEET:	A.2

EXHIBIT C

LARIAT LODGE BREWING CO

27618 FIREWEED DR., EVERGREEN, CO 80439

GENERAL NOTES

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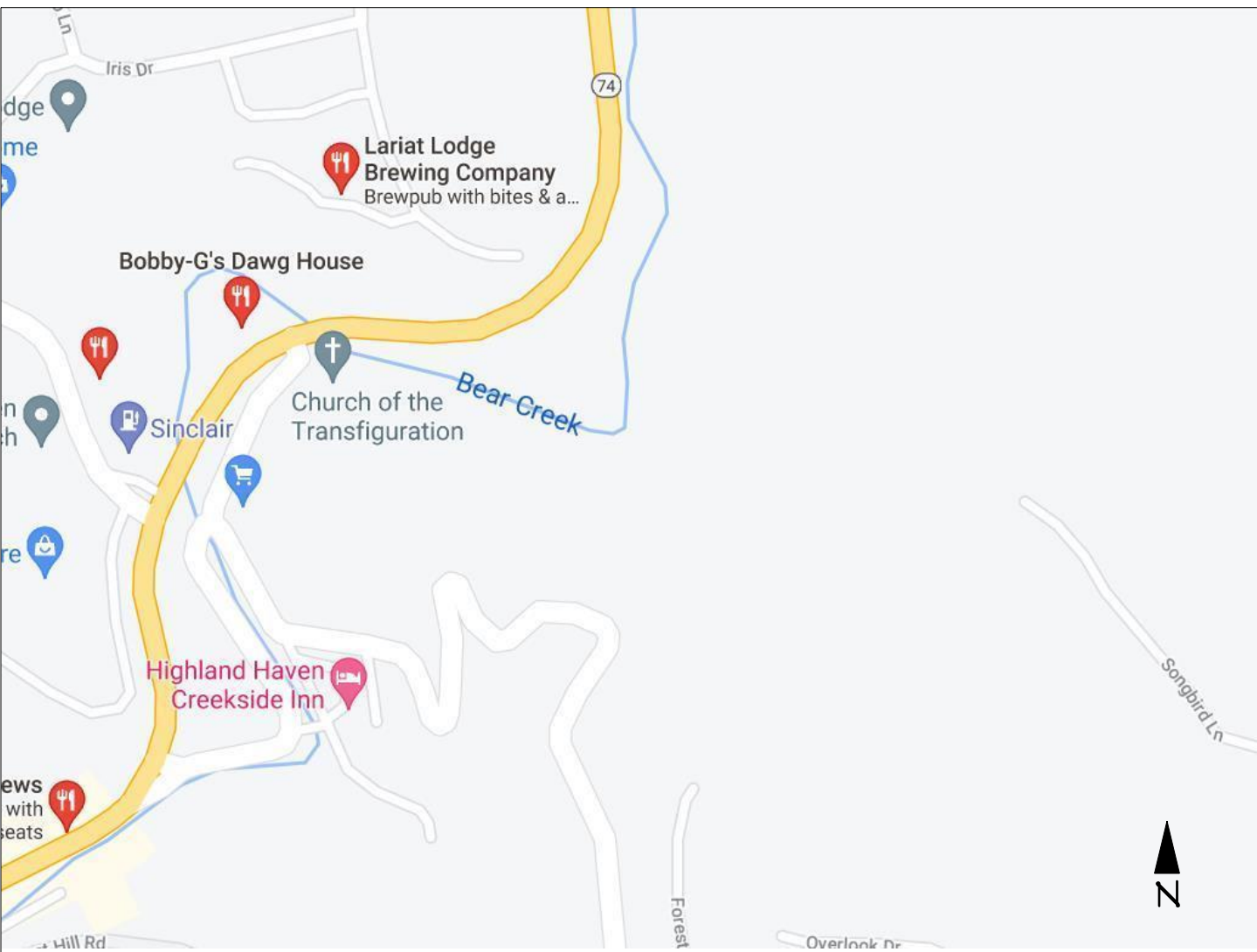
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VICINITY MAP



BASED ON 2018 I.B.C.

PROJECT

MAXIMUM ALLOWED SEATING EXHIBIT
LARIAT LODGE BREWING CO
27618 FIREWEED DR.
EVERGREEN, CO 80439

OWNER

LARIAT LODGE BREWING CO
ANDERS RUIKKA
27618 FIREWEED DR.
EVERGREEN, CO 80439
303-565-9694

ENGINEER

DREW SCHNEIDER, PE
INSIGHT ENGINEERING
27691 MOFFAT ROAD
EVERGREEN, CO 80439
PHONE: 303-929-4272
EMAIL: Drew@InsightEngineering.org

CONTRACTOR

T.B.D.

ARCHITECTURAL SYMBOLS/KEY

	POST AND CONC. PIER		DOOR OPENING
	FOUNDATION WALL		WINDOW OPENING
	EXT'G EXT WALL		EXTERIOR WALL
	EXT'G INT WALL		INTERIOR WALL
	INSULATED INT WALL		
	↑ = ABOVE		≥ = GREATER THAN OR EQUAL TO
	∠ = ANGLE		≤ = LESS THAN OR EQUAL TO
	BL = BASE LINE		LVL = LAMINATED VENEER LUMBER
	BM = BEAM		PL = PLATE LINE, PLATE
	BP = BEARING POINT		PT = PRESSURE TREATED
	CL = CENTER LINE		RS = ROUGH SAWN
	CONC = CONCRETE		SIP = STRUCTURAL INSULATED PANEL
	CONT = CONTINUOUS		SMP = SIMPSON STRONG TIE
	CW = CONSTRUCT WITH		sq = SQUARE FOOT SIZE
	° = DEGREE		STL = STEEL
	ELEV = ELEVATION		SYP = SOUTHERN YELLOW PINE
	(E) = EXISTING		WD = WOOD
	EXT = EXTERIOR		WX = WEATHER
	FL = FLOOR LEVEL		⊙ = CO DETECTOR
	FND = FOUNDATION		⊙ = SMOKE DETECTOR

DRAWING INDEX

SHEET	DRAWING/S
T.1	TITLE
A.1	MAIN LEVEL
A.2	UPPER & BASEMENT LEVEL

AREA SUMMARY TABLE

NAME	SQUARE FOOTAGE
BUILDING GFA SQ. FT.:	5,545.8
SEATING AREA:	2,361
DECK/PATIO SEATING AREA:	2,963
TOTAL SEATING S.F.:	5,324

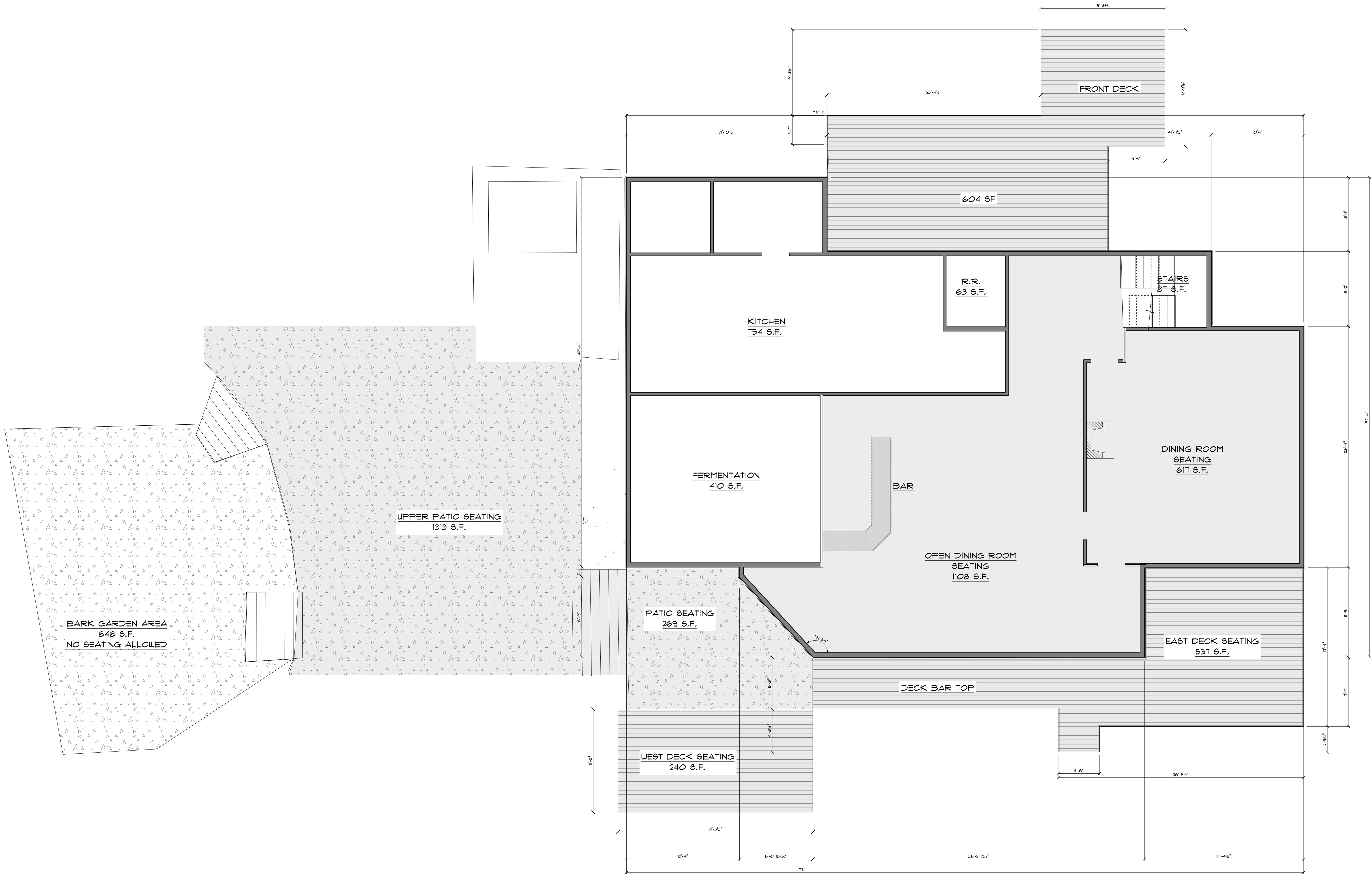
MAX SEATING BASED ON GROSS FLOOR AREA AS ALLOWED BY 2018 IBC

UNCONCENTRATED SEATING (TABLES & CHAIRS) 15 NET
5,324 / 15 = 355 MAX OCCUPANCY

MAX SEATING AS ALLOWED PER LSC TRAFFIC STUDY ON 09/10/2021 - 223 SEATS

PROPOSED USE OF INDOOR OR OUTDOOR NON-CONCURRENT MAX SEATING OF 223 SEATS

DATE:	REVISIONS:	CHG. BY:
08/13/21	AS BUILT	JS
08/26/21	REVISED AS BUILT	JS
09/10/21	FINAL	JS
09/05/23	FINAL SEATING EXHIBIT	JS
05/10/23	REVISED FINAL SEATING EX.	JS
PROJECT		
MAXIMUM ALLOWED SEATING EXHIBIT LARIAT LODGE BREWING CO 27618 FIREWEED DR. EVERGREEN, CO 80439		
OWNER		
LARIAT LODGE BREWING CO ANDERS RUIKKA 27618 FIREWEED DR. EVERGREEN, CO 80439 303-565-9694		
ENGINEER		
DREW SCHNEIDER, PE INSIGHT ENGINEERING 27691 MOFFAT ROAD EVERGREEN, CO 80439 PHONE: 303-929-4272 EMAIL: Drew@InsightEngineering.org		
CONTRACTOR		
T.B.D.		
VICINITY MAP		
BASED ON 2018 I.B.C.		
ARCHITECTURAL SYMBOLS/KEY		
DRAWING INDEX		
AREA SUMMARY TABLE		
MAX SEATING BASED ON GROSS FLOOR AREA AS ALLOWED BY 2018 IBC		
UNCONCENTRATED SEATING (TABLES & CHAIRS) 15 NET 5,324 / 15 = 355 MAX OCCUPANCY		
MAX SEATING AS ALLOWED PER LSC TRAFFIC STUDY ON 09/10/2021 - 223 SEATS		
PROPOSED USE OF INDOOR OR OUTDOOR NON-CONCURRENT MAX SEATING OF 223 SEATS		
PROJECT EXCLUSIVELY DESIGNED FOR: LARIAT LODGE BREWING CO 27618 FIREWEED DR. EVERGREEN, CO 80439		
DRAWING NAME:		
FILE NAME:		
JOB NO.		
SCALE:		
PLOTTED:		
SHEET:		
TITLE		



1
A.1


MAIN LEVEL
SCALE: 3/16" = 1'

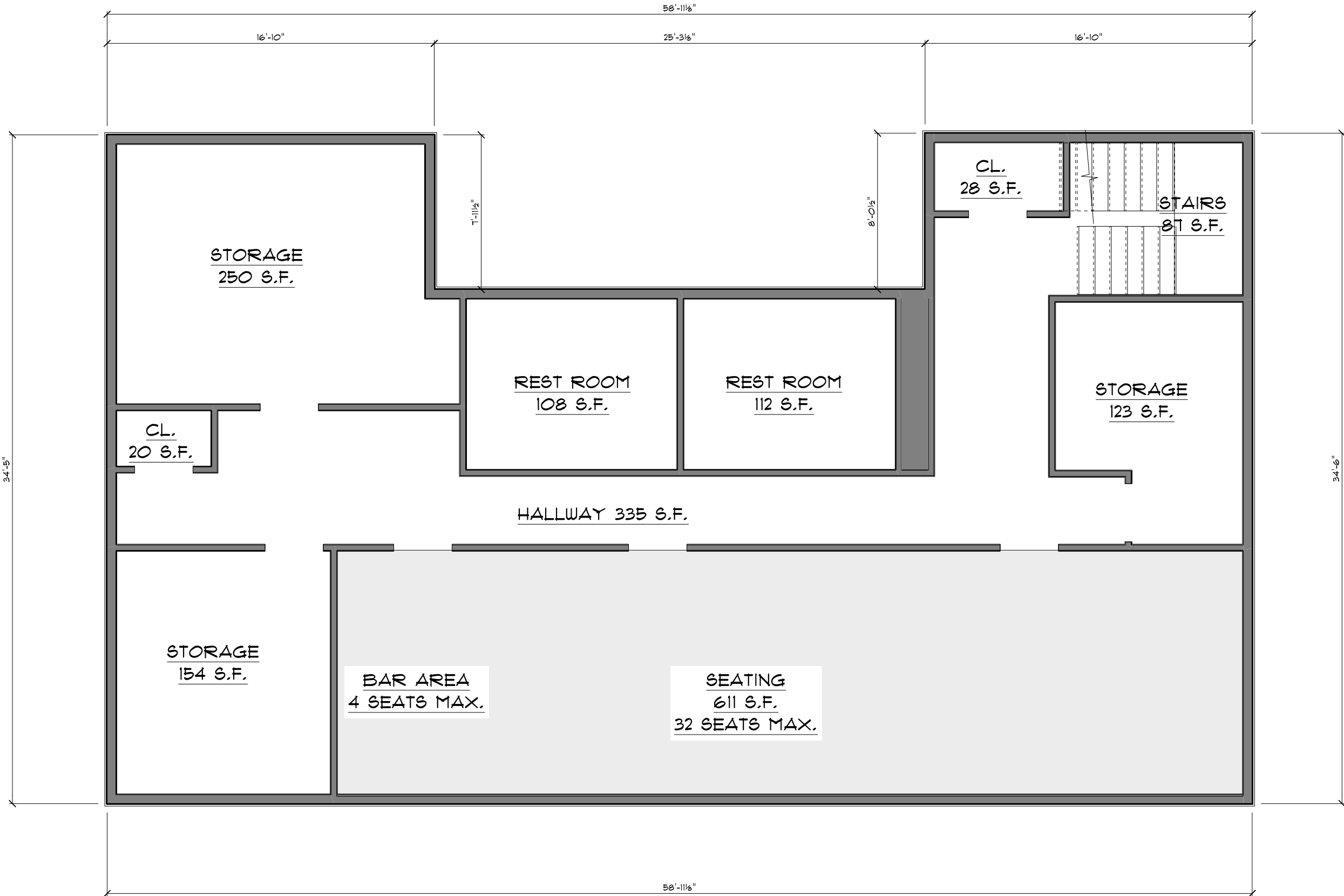
EXTERIOR

2,963± S.F. TOTAL SEATING AREA
1,381 S.F. DECK SEATING AREA
1,582 S.F. PATIO SEATING AREA
134 ALLOWABLE SEATS

INTERIOR

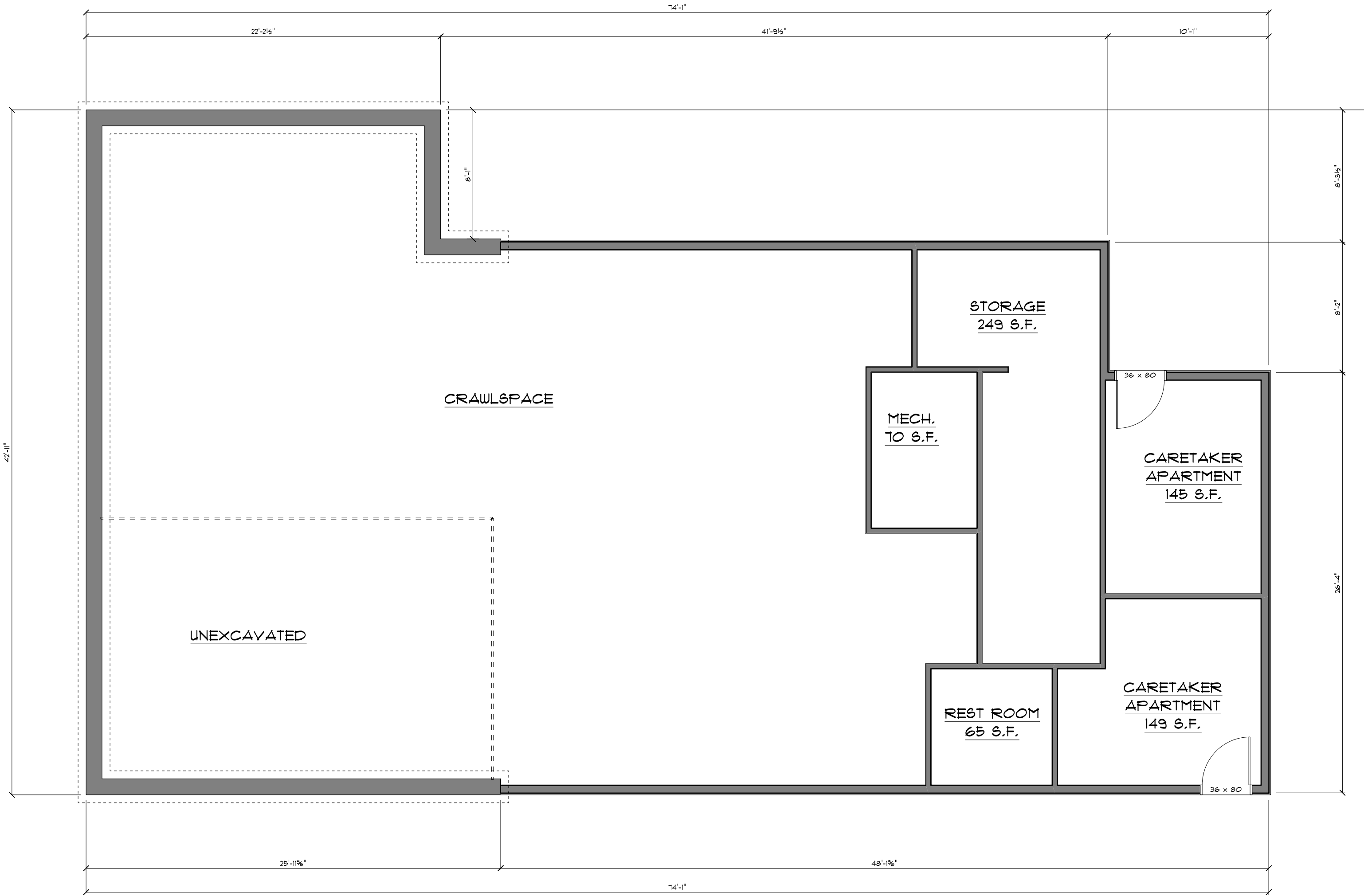
3,039.4± S.F. GFA
1,750 S.F. SEATING AREA
84 ALLOWABLE SEATS

<div>INSIGHT ENGINEERING, INC ENGINEERING & DESIGN SERVICES</div> <div>27691 MOFFAT ROAD EVERGREEN, COLORADO 80439</div> <div>PHONE (303) 929-4272 Drew@InsightEngineering.org</div> <div>THIS DRAWING IS CONSIDERED A PROPRIETARY PRODUCT OF INSIGHT ENGINEERING. IT IS NOT TO BE USED OR REPRODUCED IN ANY MANNER UNLESS AUTHORIZED IN WRITING BY INSIGHT ENGINEERING.</div>		DATE:		REVISIONS:		CHG. BY:	
		08/19/21		AS BUILT		J6	
		08/26/21		REVISED AS BUILT		J6	
		09/10/21		FINAL		J6	
		05/05/23		FINAL SEATING EXHIBIT		J6	
05/10/23		REVISED FINAL SEATING EX.		J6			



1 UPPER LEVEL
A.2 SCALE: 1/4"=1'

1,828.4± S.F. GFA
611 S.F. SEATING AREA
36 ALLOWABLE SEATS



1 BASEMENT LEVEL
A.2 SCALE: 1/4"=1'

678± S.F. USEABLE AREA

DATE:	REVISIONS:	CHG. BY:
08/13/21	AS BUILT	J5
08/26/21	REVISED AS BUILT	J5
09/10/21	FINAL	J5
09/05/23	FINAL SEATING EXHIBIT	J5
05/10/23	REVISED FINAL SEATING EX.	J5

**INSIGHT ENGINEERING, INC.**
ENGINEERING & DESIGN SERVICES

27691 MOFFAT ROAD
EVERGREEN, COLORADO 80439

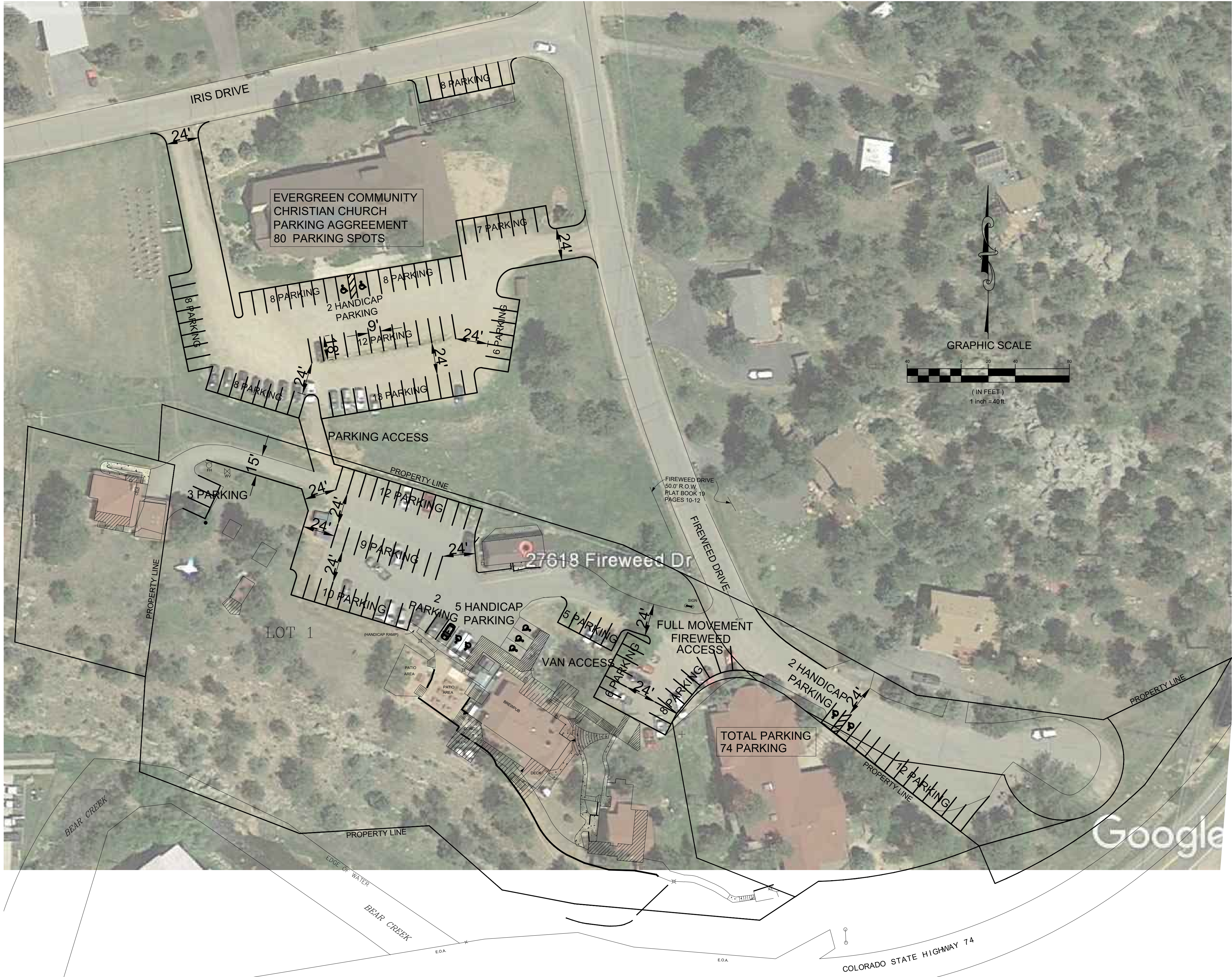
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PROJECT EXCLUSIVELY DESIGNED FOR:
LARIAT LODGE BREWING CO
27618 FIREWEED DR.
EVERGREEN, CO 80439

DRAWING NAME:
UPPER & BASEMENT LEVELS

FILE NAME:	A.2
JOB NO.	E21-0078
SCALE:	AS SHOWN
PLOTTED:	5/10/2023
SHEET:	

A.2

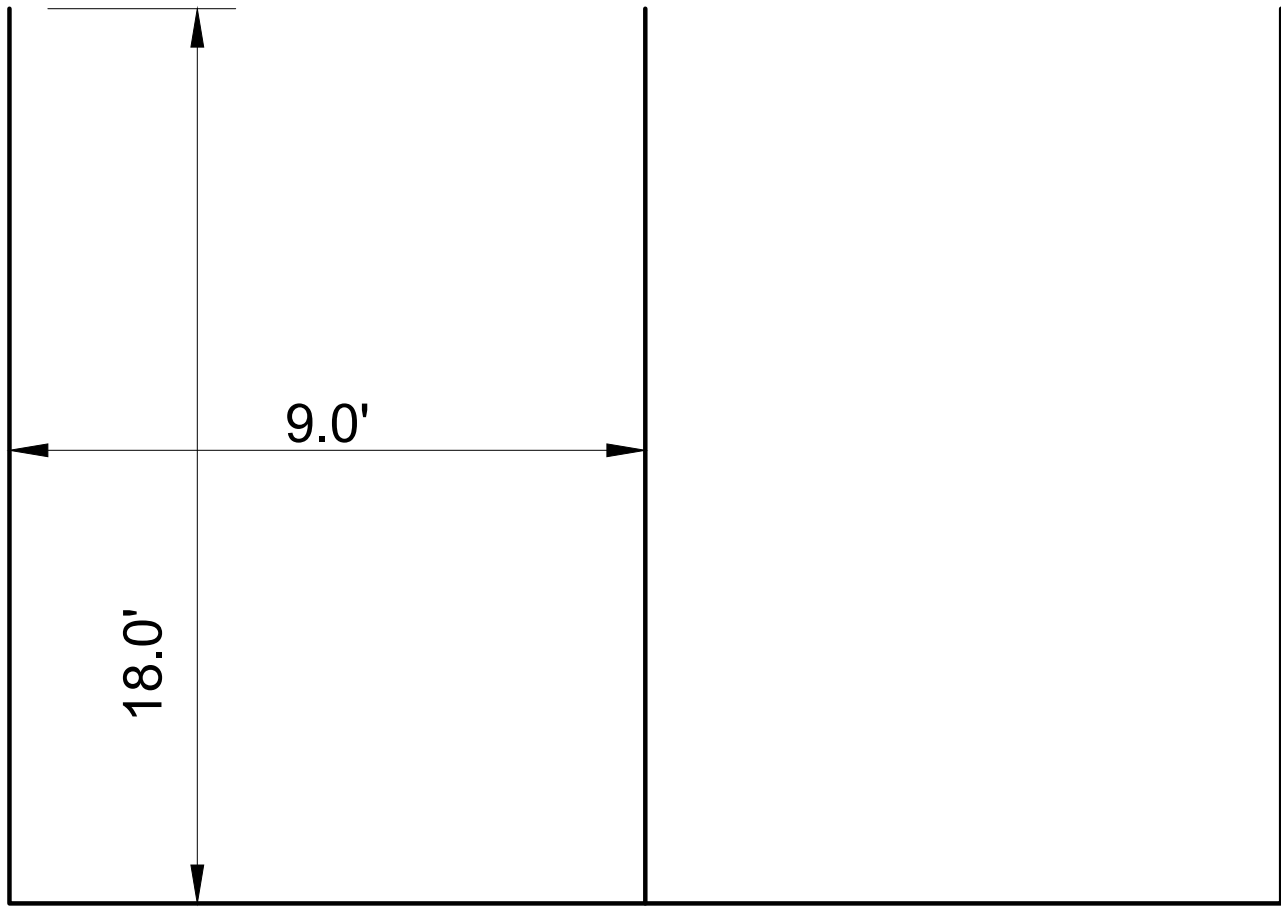


LEGEND	
	EXISTING BOUNDARY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING EASEMENT LINE
	EXISTING CENTERLINE OF EASEMENT/ROW
	EXISTING ADJACENT LOT LINE
	EXISTING BUILDING LINE
	EXISTING EDGE OF DIRT/GRAVEL/ASPHALT PAVING
	PROPOSED PARKING

PARKING CALCULATION

RESTAURANT GFA =	4,867.8 S.F.
DECK / PATIO =	3,680 S.F.
TOTAL =	8,547.8 S.F.
RESTAURANT - BREW PUB (15.0 SPACES PER 1,000 S.F. GFA) PARKING SPACES REQUIRED	<div>= 128</div> <div>(8,547.8 / 1000 x 15)</div>

RESTAURANT - BREW PUB (223 SEATS)	
• ONSITE PARKING SPOTS	= 74
• ADDITIONAL PARKING SPOT AGREEMENT	=80
TOTAL PARKING SPOTS PROVIDED	<div>=154</div>



TYPICAL PARKING SPOT GEOMETRY

CALL BEFORE YOU DIG

1-800-922-1987

CALL UTILITY NOTIFICATION
CENTER OF COLORADO
16361 TABLE MOUNTAIN PKWY.
GOLDEN CO 80403
CALL 2-BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND
MEMBER UTILITIES

CHGD. BY

REVISIONS:

DATE:

INSIGHT ENGINEERING, INC.

ENGINEERING & DESIGN SERVICES

27691 MOFFAT ROAD
EVERGREEN, COLORADO 80439
PHONE (303) 929-4272 FAX (720) 398-3052
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IT IS NOT TO BE USED OR REPRODUCED IN ANY MANNER UNLESS AUTHORIZED IN
WRITING BY INSIGHT ENGINEERING.

PROJECT LOCATION:
PARCEL ID: 51-034-08-008
27618 FIREWEED DRIVE
EVERGREEN, CO 80439
JEFFERSON COUNTY

DRAWING NAME:
PARKING LOT LAYOUT

FILE NAME:
E21-0078 GESD.dwg

JOB NO.
E21-0078

SCALE:
AS SHOWN

PLOTTED:
08-31-21

SHEET:
C2.1



Evergreen Fire/Rescue

1802 Bergen Parkway • Evergreen, Colorado 80439

Phone: 303-674-3145 • Fax: 303-674-8701

January 16, 2020

Jefferson County Planning and Zoning
100 Jefferson County Parkway, Suite 3550
Golden, Colorado 80419

RE: 27618 Fireweed Drive, Lariat Lodge, Evergreen, CO

This is to confirm that property located at 27618 Fireweed Drive, Evergreen, Colorado is within the boundaries of Evergreen Fire Protection District and is served by Evergreen Fire/Rescue Station 1 (1.2 miles). The closest accessible water supply is an Evergreen Metro District (EMD) hydrant located in the parking lot of 27618 Fireweed Drive. This is an ISO PPC Class 3 area. All fire operations may be supported by a tender water shuttle.

Please contact me if you have any questions in regard to this information.

Respectfully,

James A. King

James A. King
Fire Marshal
Evergreen Fire/Rescue

BOUNDARY CURVE DATA

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	(79°40'00")	(45.55')	(63.34')	(N78°54'47"E)	(58.35')
C2	(21°00'00")	(334.30')	(122.60')	(N77°35'00"E)	(121.84')
CA1	(79°26'30")	(45.55')	(63.16')	(N79°17'59"E)	(58.22')
CA2	(20°59'56")	(334.30')	(122.52')	(N77°35'08"E)	(121.84')
C4	(121°05'46")	(45.00')	(95.11')	(S 172°40'21" W)	(78.37')
C5	(87°04'27")	(45.00')	(68.39')	(N 58°30'51" W)	(61.99')
C6	(68°39'43")	(45.55')	(54.59')	(N 73°54'36" E)	(51.38')
C7	(27°30'09")	(138.20')	(66.34')	(N 37°06'40" W)	(65.70')
C8	(41°48'52")	(31.01')	(22.63')	(N 44°26'31" W)	(22.13')
C9	(208°10'13")	(45.00')	(163.50')	(S 60°56'16" W)	(87.29')
	(208°04'02")	(45.00')	(163.42')		

IMPROVEMENT SURVEY PLAT

LOT 1, TRACT B & C, RUIKKA SUBDIVISION,
LOCATED IN SECTIONS 2, 3, 10, AND 11, TOWNSHIP 5 SOUTH,
RANGE 71 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON,
STATE OF COLORADO
SHEET 1 OF 2

BOUNDARY LINE DATA

NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	(N58°20'07"E)	(55.27')	LA1	(N58°05'46"E)	(55.03')
L2	(N39°04'47"E)	(21.00')	LA2	(S39°50'08"W)	(20.90')
L3	(S61°15'13"E)	(14.00')	LA3	(S61°15'13"E)	(14.00')
L4	(S51°54'48"E)	(182.92')	LA4	(S52°06'40"E)	(182.70')
L5	(S56°30'37"W)	(20.73')	LA5	(S56°30'37"W)	(20.73')
L6	(N68°25'53"W)	(78.35')	LA6	(N68°21'30"W)	(78.30')
L7	(N09°54'18"W)	(102.40')	LA7	(N10°07'24"W)	(102.43')

NUMBER	DIRECTION	DISTANCE	DIRECTION	DISTANCE
L8	N 82°13'48" W	81.51'	(N82°10'26"W)	(81.51')
L9	N 61°06'23" W	76.21'	(N61°07'00"W)	(76.25')
L10	S 52°06'40" E	163.38'	(S52°06'38"E)	(163.38')
L11	N 74°16'05" E	74.19'	(N74°15'58"E)	(74.19')
L12	N 23°21'36" W	15.44'	(N22°52'24"W)	(22.43')
L13	S 64°15'57" W	3.39'	(N64°10'44"E)	(3.39')
L14	N 64°30'05" W	41.88'	(N64°30'05"W)	(41.88')

LOT 99
PATRICIA SEMLER REVOCABLE LIVING
TRUST RECEPTION NO. 2018051535

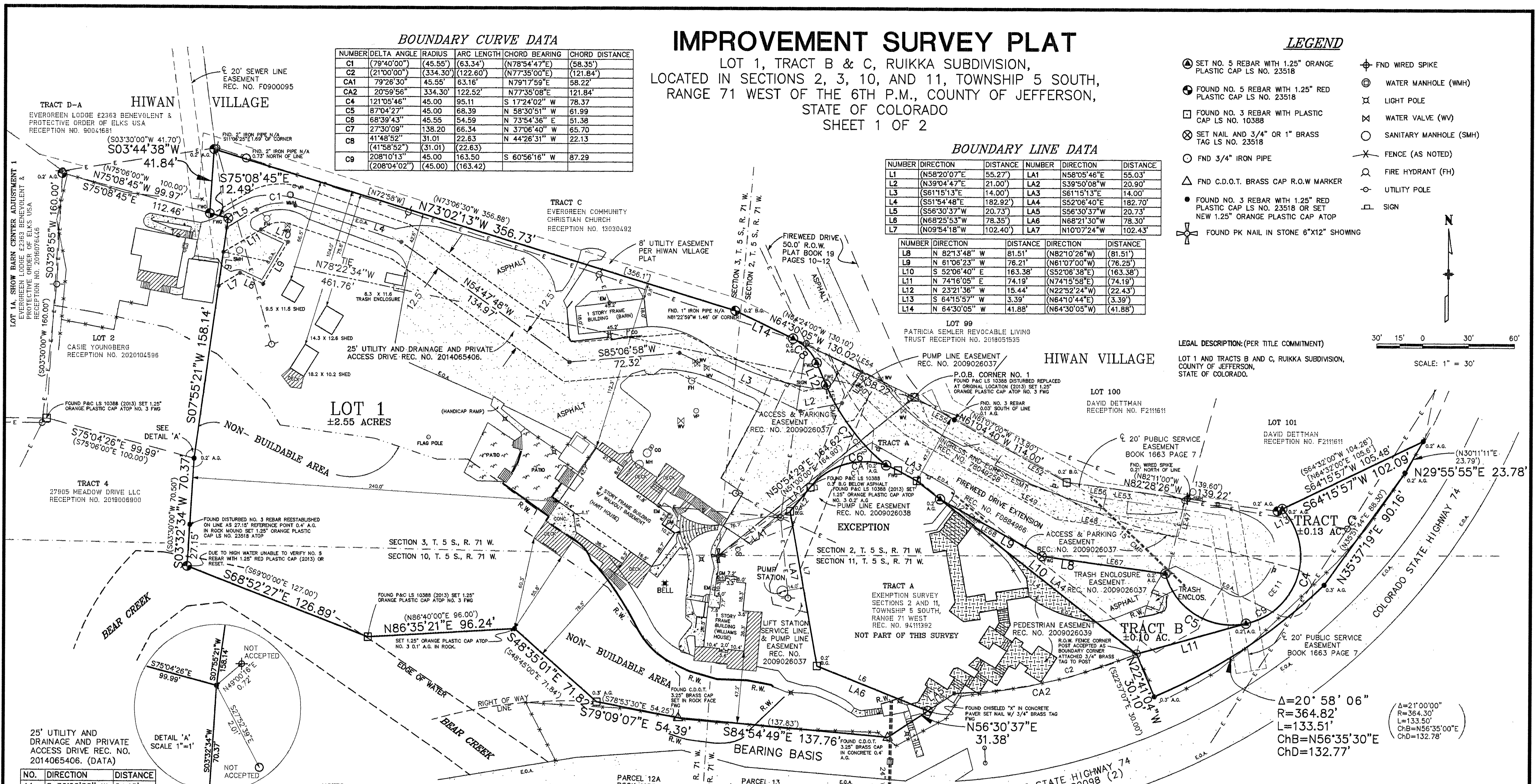
LEGEND

- ⊙ SET NO. 5 REBAR WITH 1.25" ORANGE PLASTIC CAP LS NO. 23518
- ⊙ FOUND NO. 5 REBAR WITH 1.25" RED PLASTIC CAP LS NO. 23518
- ⊙ FOUND NO. 3 REBAR WITH PLASTIC CAP LS NO. 10388
- ⊗ SET NAIL AND 3/4" OR 1" BRASS TAG LS NO. 23518
- FND 3/4" IRON PIPE
- △ FND C.D.O.T. BRASS CAP R.O.W. MARKER
- ⊕ FND WIRED SPIKE
- ⊙ WATER MANHOLE (WMH)
- ⊗ LIGHT POLE
- ⊗ WATER VALVE (WV)
- SANITARY MANHOLE (SMH)
- ⊗ FENCE (AS NOTED)
- ⊙ FIRE HYDRANT (FH)
- ⊙ UTILITY POLE
- ⊙ SIGN
- ⊙ FOUND PK NAIL IN STONE 6"x12" SHOWING

LEGAL DESCRIPTION: (PER TITLE COMMITMENT)

LOT 1 AND TRACTS B AND C, RUIKKA SUBDIVISION,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

30' 15' 0' 30' 60'
SCALE: 1" = 30'



NO.	DIRECTION	DISTANCE
L1	S 32°06'28" W	24.15'
L2	S 78°41'51" W	27.70'
L3	N 64°30'46" W	87.80'
L4	N 71°17'26" W	73.24'
L5	S 58°51'01" W	22.74'
L6	S 07°55'21" W	22.24'
L7	N 58°38'11" E	16.28'
L8	S 64°51'53" E	16.65'
L9	N 30°32'17" E	31.76'
L10	N 65°10'00" W	19.29'
L11	S 58°51'01" W	28.67'

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	49°51'33"	30.00'	28.11'
	CHORD BEARING	CHORD DISTANCE	
	S 83°46'47" W	25.29'	

NOTES:

- BEARING BASIS FOR THIS SURVEY EXISTS AT S84°54'49"E, 137.76' (137.83') BETWEEN 2 EXISTING CONCRETE RIGHT OF WAY MONUMENTS AT THE MOST SOUTHERLY EXTREMITY OF THE ADJUTING COLORADO STATE HIGHWAY 74.
- BEARINGS AND DISTANCES IN () ARE TAKEN FROM PLATS OR OTHER LEGAL DESCRIPTIONS WHEN DIFFERENT FROM ACTUAL MEASUREMENTS.
- BEARINGS AND DISTANCES IN [] ARE TAKEN FROM THE PLAT OF HIWAN VILLAGE RECORDED IN REC. NO. 58738843 WHEN DIFFERENT FROM ACTUAL MEASUREMENTS.
- EASEMENTS ARE TAKEN FROM PLATTED INFORMATION AND LEGAL DESCRIPTIONS AND DO NOT NECESSARILY COINCIDE WITH ACTUAL MEASUREMENTS.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ASS, INC. FOR EASEMENTS OR RIGHTS-OF-WAY OF RECORD. FOR ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD ASS, INC. RELIED UPON A TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER NO. ABM70603605-3, DATED 12-28-2018.
- BURIED UTILITIES AND/OR PIPE LINES ARE SHOWN PER VISIBLE SURFACE EVIDENCE OR AS-BUILT DRAWINGS OF THE CONSTRUCTED UTILITY LINES. IF ANY UNDERGROUND UTILITY LOCATIONS ARE REQUIRED, THEY WILL HAVE TO BE VERIFIED BY FIELD POT HOLEING THE UTILITIES. ADVANCED SURVEYING SERVICES, INC. AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES.
- FENCES ARE RANDOM AND BROKEN.
- DATE OF FIELD WORK 3/17 THRU 8/04/2021.
- ROOF OVERHANGS VARY.
- ADDRESSES: 26718-26720 FIREWEED DRIVE, EVERGREEN, CO 80439
- PUMP LINE EASEMENT ON TRACT A, EXEMPTION SURVEY RECEPTION NO. 94111392, (ITEM 24) REC. NO. 2009026038.

NOTES CONTINUED:

- PEDESTRIAN EASEMENT RECEPTION NO. 2009026039 IS SHOWN GRAPHICALLY ONLY (ITEM 25).
- A PARKING & ACCESS EASEMENT OVER AND ACROSS PARCEL A EXISTS (ITEM NO. 19) REC. NO. 90003806
- EASEMENTS SHOWN IN DETAIL ON PAGE 2.
- ACCESS/PARKING EASEMENT 1 (ITEM 23) REC. NO. 2009026037 DOES NOT CLOSE MATHEMATICALLY BY 16.15 FEET. (MISSING COURSE)
- ACCESS/PARKING EASEMENT 2 (ITEM 23) REC. NO. 2009026037 DOES NOT CLOSE MATHEMATICALLY BY 36.89 FEET.
- SANITARY SEWER EASEMENT (ITEM 22) REC. NO. F0900095 DOES NOT MATCH ACTUAL LOCATION OF SANITARY SEWER FEATURES.
- EOA DENOTES EDGE OF ASPHALT / CO DENOTES SANITARY CLEAN OUT.
- EM DENOTES ELECTRIC METER / GM DENOTES GAS METER.
- CERTAIN BOUNDARY INFORMATION PERTAINING TO TRACT B, TRACT C, AND LOT 2 ARE NOT DESCRIBED IN THE RUIKKA SUBDIVISION REC. NO. 2014065405.
- THERE MAY BE OVERLAPS AND GAPS BETWEEN LOT 1, TRACT A, AND TRACT B RUIKKA SUBDIVISION AND TRACT A EXEMPTION SURVEY REC. NO. 94111392.
- AN UNSPECIFIED ACCESS EASEMENT MAY EXIST OVER AND ACROSS PORTIONS OF TRACT A, TRACT B, AND TRACT C RUIKKA SUBDIVISION, PER BOOK 645 PAGES 307-309.
- DISTANCES ON THIS PLAT ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

IN ACCORDANCE WITH CRS 13-80-105.3 "NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON."

NOTICE: ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS 2 MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 C.R.S.

SURVEYOR'S CERTIFICATE

I, JAMES WALTER ROGERS, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO THE PERSON, BUSINESS OR CORPORATION NAMED HEREON THAT ON OR ABOUT THE DATE SHOWN HEREON A SURVEY WAS MADE UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING OF THE PROPERTY HEREON DESCRIBED, AND THE SURVEY IS NOT A WARRANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE ATTACHED IS A TRUE AND ACCURATE MAP OF SAID SURVEY.

JAMES WALTER ROGERS
P.R.L.S. #23518



COUNTY SURVEYOR'S CERTIFICATE

DEPOSITED THIS _____ DAY OF _____, 20____ AT _____ M., IN BOOK _____ OF THE _____ COUNTY SURVEYOR'S PLATS/RIGHT-OF-WAY SURVEYS AT PAGE _____, RECEPTION NO. _____

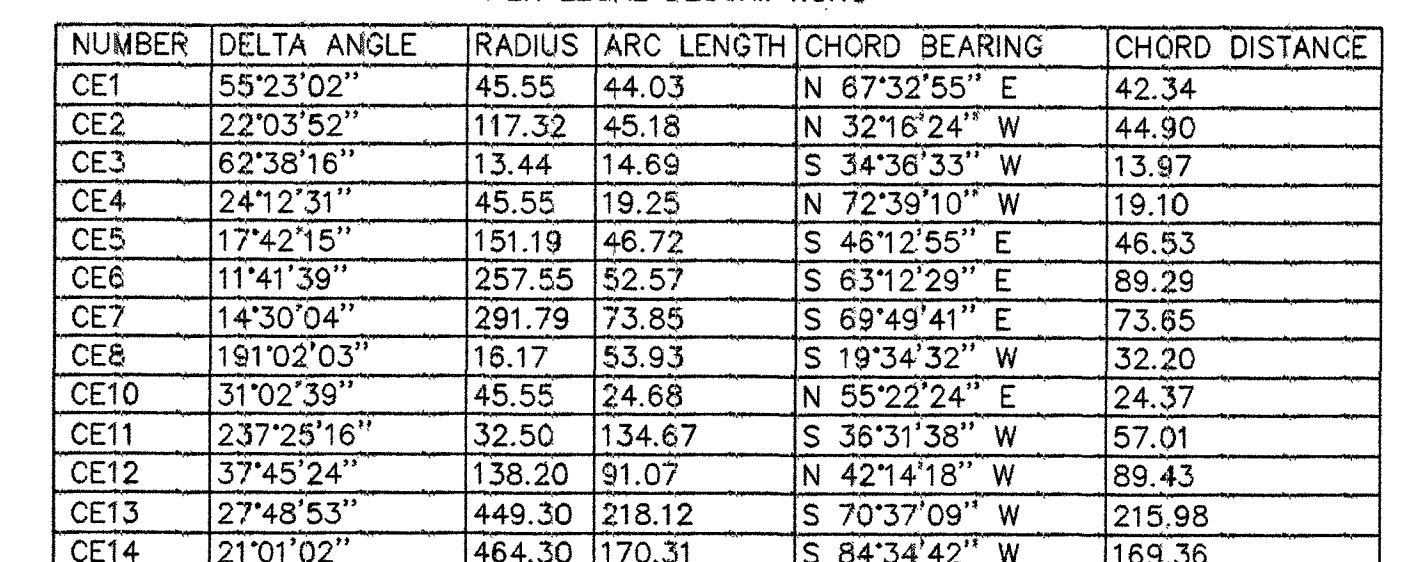
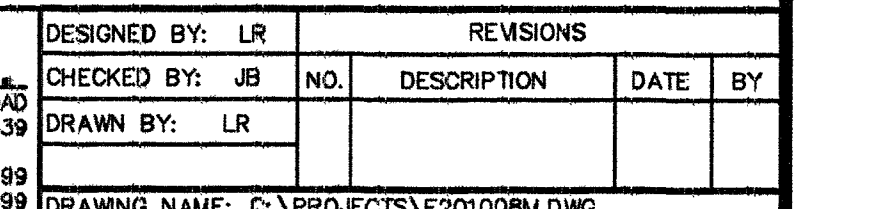
ADVANCED SURVEYING SERVICES, INC.
LAND SURVEYORS
RUIKKA ENTERPRISES, LLC
Date: 08/04/21 Job No. E201008M
FAX: (303) 674-0099

REVISIONS	DATE	BY
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ASS INC.
8600 SOUTH CLIFF ROAD
EVERGREEN, CO 80439
(303) 674-0099
FAX: (303) 674-0099

DRAWING NAME: C:\PROJECTS\E201008M.DWG Page 100 of 168

LOT 1, TRACT B & C, RUIKKA SUBDIVISION,
LOCATED IN SECTIONS 2, 3, 10, AND 11, TOWNSHIP 5 SOUTH,
RANGE 71 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON,
STATE OF COLORADO
SHEET 2 OF 2



EVERGREEN METROPOLITAN DISTRICT

Water and Wastewater
30920 Stagecoach Blvd.
Evergreen, Colorado 80439
303-674-4112

December 2, 2019

Jefferson County Planning and Zoning Department
100 Jefferson County Parkway
Suite 3550
Golden, CO 80419

Re: Proof of water and sewer service to 27618 Fireweed Drive, Evergreen, Colorado.

Dear Sir or Madam:

We recently received a request for information from our office regarding water and sewer service to the property listed above in Evergreen, Colorado.

The above property is Included into the Evergreen Metropolitan District (EMD) service area for water and sewer service. The property at 27618 Fireweed Drive, also known as Lariat Lodge Brewing Company, is currently receiving commercial water and sewer service under account number 00459238-02. There are two water and two wastewater tap equivalents associated with this account.

If you have any questions, please call me at 303-674-4112.

Sincerely,

 12/2/19

Chris Schauder
New Services and Environmental Manager
Evergreen Metropolitan District

Copy: File
EMD



September 10, 2021

Mr. Anders Ruikka
Ruikka Enterprises
27618 Fireweed Drive
Evergreen, CO 80439

Re: Ruikka Subdivision
Jefferson County, CO
LSC #200081

Dear Mr. Ruikka:

Per your request, we have completed this updated limited transportation analysis for the Ruikka Subdivision in the Evergreen area of Jefferson County, Colorado to address County comments. Figure 1 shows the vicinity map.

REPORT CONTENTS

The report contains the following: the existing roadway and traffic conditions in the vicinity of the site including the lane geometries, traffic controls, posted speed limits, etc.; the existing daily and peak-hour traffic volumes in the area; the typical weekday, Saturday, and Sunday site-generated traffic volume projections for the site; the assignment of the projected site traffic volumes to the area roadways; the projected background and resulting total traffic volumes on the area roadways; the site's projected traffic impacts; and any recommended roadway improvements to mitigate the site's impacts.

LAND USE AND ACCESS

The site currently includes a restaurant approved for 100 seats. The proposed action is to allow up to 223 seats. Full movement access exists to Fireweed Drive as shown in the conceptual site plan in Figure 2.

ROADWAY AND TRAFFIC CONDITIONS

Area Roadways

The major roadways in the site's vicinity are shown on Figure 1 and are described below.

- **Bear Creek Road (SH 74)** is a two-lane state highway east of the site. It is NR-C (Non-Rural Arterial) south of Meadow Drive and R-B (Rural Highway) north of Meadow Drive.

The intersection with Meadow Drive is stop-sign controlled with left-turn lanes. The posted speed limit near Meadow Drive is 25 mph - it transitions to 35 mph to the northeast.

- **Meadow Drive** is an east-west, two-lane collector road west of the site. The intersection with Bear Creek Road (SH 74) is stop-sign controlled with left-turn lanes. The posted speed limit in the vicinity of the site is 30 mph.
- **Iris Drive** is an east-west local roadway west of the site with a posted speed limit of 25 mph. The intersections with Meadow Drive and Fireweed Drive are stop-sign controlled.
- **Fireweed Drive** is a north-south, two-lane local roadway east of the site. The intersection with Iris Drive is stop-sign controlled.

Existing Traffic Conditions

Figure 3a shows the existing traffic volumes in the site's vicinity on a typical weekday based on recent traffic counts conducted by Counter Measures, Inc. in August, 2021. Figure 3b shows the pandemic adjusted volumes based on comparing the traffic volumes in Figure 3a with the 2019 daily traffic volumes provided by the Jefferson County Transportation and Engineering Division. Figure 3c shows the existing lane geometries, traffic controls, and posted speed limits in the vicinity of the site. There is sufficient sight distance for the movements both approaching and departing from the site to/from Meadow Drive and to/from Bear Creek Road (SH 74).

2041 Background Traffic

Figure 4 shows the estimated daily 2041 background traffic on Iris Drive, Fireweed Drive, and Meadow Drive. Little growth is assumed on Iris Drive and Fireweed Drive and the growth on Meadow Drive is based on the CDOT 20-year growth factor of 1.05 per the attached CDOT SH 74 Straight Line Diagram.

TRIP GENERATION

Table 1 shows the estimated trip generation potential for the currently proposed land use based on the trip generation rates from the 10th edition of the ITE *Trip Generation Manual*, 2017 as well as for the previously proposed land use.

The 223-seat site is projected to generate about 975 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 53 vehicles would enter and about 40 vehicles would exit.

On the average Saturday, the site is projected to generate about 1,249 vehicle-trips, with about half entering and half exiting during a 24-hour period. During the Saturday peak-hour, which generally occurs for one hour between 11:00 a.m and 1:00 p.m., about 63 vehicles would enter and about 56 vehicles would exit.

On the average Sunday, the site is projected to generate about 863 vehicle-trips, with about half entering and half exiting during a 24-hour period. During the Sunday peak-hour, which

generally occurs for one hour between 11:00 a.m and 1:00 p.m., about 77 vehicles would enter and about 63 vehicles would exit.

The average daily trip generation potential is estimated to be about 998 trips per day. The average increase in daily trip generation potential is estimated to be about 491 trips per day.

TRIP DISTRIBUTION

Figure 5 shows the estimated directional distribution of the site-generated traffic volumes on the area roadways. The estimates were based on the location of the site with respect to the regional population, employment, and activity centers; and the site's proposed land use.

TRIP ASSIGNMENT

Figure 6 shows the estimated increase in weekday site-generated traffic volumes which are the directional distribution percentages (from Figure 5) applied to the estimated increase in trip generation (from Table 2). It is worth noting the site is not expected to reach capacity on a regular basis so these estimates should be considered conservative.

2041 TOTAL TRAFFIC

Figure 7 shows the 2041 total traffic which is the sum of 2041 background daily traffic volumes (from Figure 4) and the increase in site-generated traffic volumes (from Figure 6). The projected traffic volumes in the study area are relatively low and typically are served well with stop-sign control.

PROJECTED LEVELS OF SERVICE

- **Meadow Drive/Iris Drive:** Table 2 shows all movements at this stop-sign controlled intersection are expected to operate at LOS "B" or better through 2041 with or without the expansion of the site.

CONCLUSIONS AND RECOMMENDATIONS

Trip Generation

1. The 223-seat site is projected to generate about 975 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the afternoon peak-hour, about 53 vehicles would enter and about 40 vehicles would exit.
2. On the average Saturday, the site is projected to generate about 1,249 vehicle-trips, with about half entering and half exiting during a 24-hour period. During the Saturday peak-hour, about 63 vehicles would enter and about 56 vehicles would exit.
3. On the average Sunday, the site is projected to generate about 863 vehicle-trips, with about half entering and half exiting during a 24-hour period. During the Sunday peak-hour, about 77 vehicles would enter and about 63 vehicles would exit.

4. The average daily trip generation potential is estimated to be about 998 trips per day. The average increase in daily trip generation potential is estimated to be about 491 trips per day.

Projected Levels of Service

5. All movements at the stop-sign controlled Meadows Drive/Iris Drive intersection are expected to operate at LOS "B" or better through 2041 with or without the expansion of the site.

Conclusions

6. The site is not expected to reach capacity on a regular basis so these estimates should be considered conservative.
7. The impact of increasing the allowable number of seats from 100 to 223 for the Ruikka Subdivision can be accommodated by the existing roadway network.

* * *

We trust this information will assist you in planning for the Ruikka Subdivision.

Respectfully submitted,

LSC Transportation Consultants, Inc.

By: 

Christopher S. McGranahan, P.E., PTOE

CSM/wc

9-10-21

Enclosures: Tables 1 and 2
Figures 1 - 7
CDOT Straight Line Diagram
Traffic Counts by Counter Measures, Inc.
Traffic Counts provided by Jefferson County Transportation and Engineering Division
Level of Service Definitions
Level of Service Reports

W:\LSC\Projects\2020\200081-RuikkaSubdivisionTIA\Report\Sept-2021\RuikkaSubdivision-091021.wpd

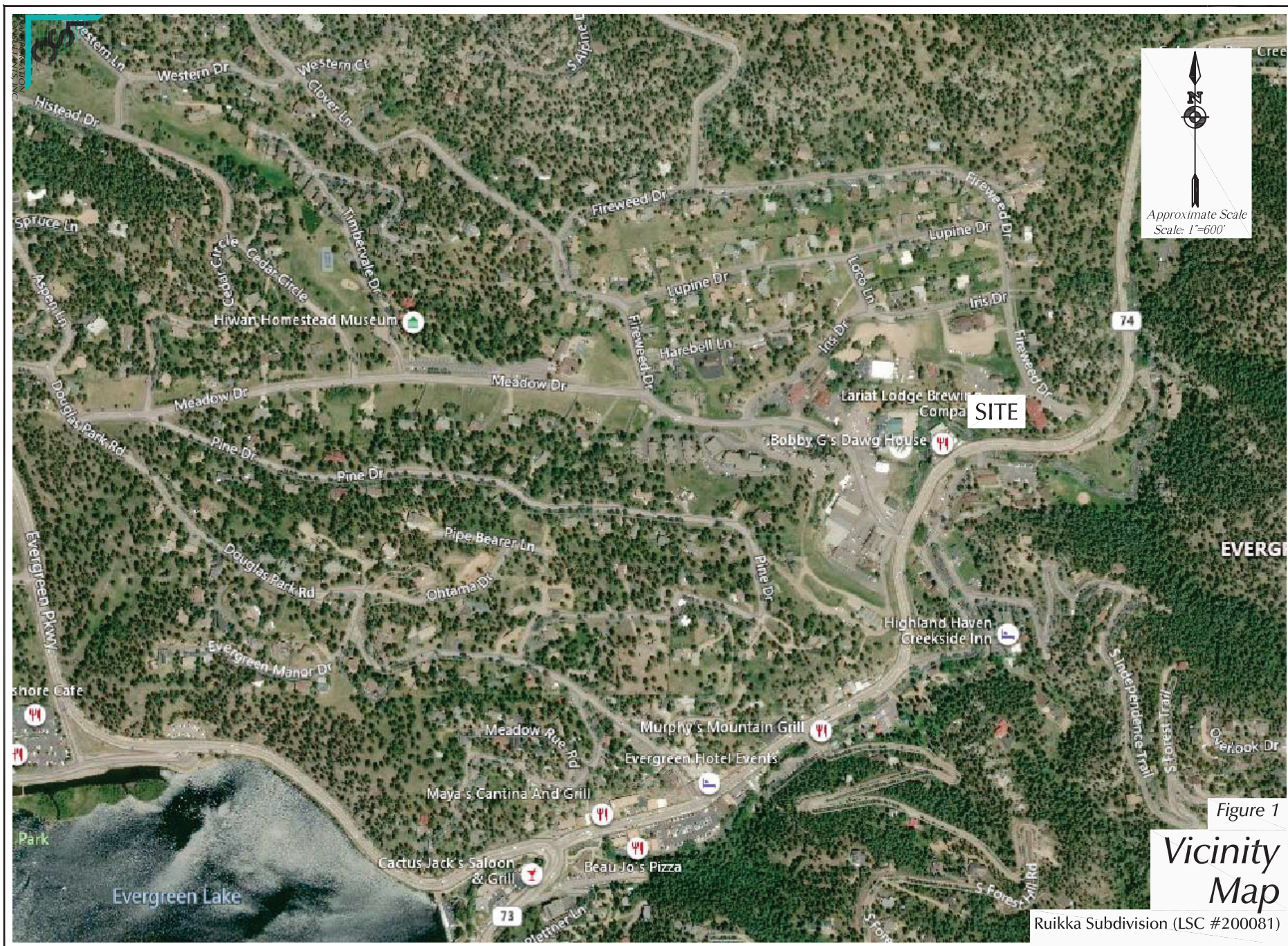
Table 1
ESTIMATED TRAFFIC GENERATION
Ruikka Subdivision
Jefferson County
LSC #200081; September, 2021

		Trip Generation Rates ⁽¹⁾			Vehicle-Trips Generated			Trip Generation Rates ⁽¹⁾			Vehicle-Trips Generated			Trip Generation Rates ⁽¹⁾			Vehicle-Trips Generated		
		Average	PM Peak-Hour		Average	PM Peak-Hour		Average	Peak-Hour		Average	Peak-Hour		Average	Peak-Hour		Average	Peak-Hour	
Trip Generating Category	Quantity	Weekday	In	Out	Weekday	In	Out	Saturday	In	Out	Saturday	In	Out	Sunday	In	Out	Sunday	In	Out
Previously Proposed Land Use (January 27, 2014 <i>Ruikka Subdivision</i> Trip Generation Comparison by LSC)																			
Sit-Down Restaurant ⁽²⁾	100 Seats	4.83	0.234	0.176	483	23	18	6.21	0.281	0.249	621	28	25	5.17	0.360	0.293	517	36	29
Currently Proposed Land Use																			
Sit-Down Restaurant ⁽²⁾	223 Seats	4.37	0.239	0.181	975	53	40	5.60	0.281	0.249	1,249	63	56	3.87	0.347	0.284	863	77	63
		Net Increase =			492	30	22				628	35	31				346	41	34

Notes:
The average daily traffic over a seven-day week is estimated to be 998 trips per day. The average daily increase is estimated to be 491 trips per day.
(1) Source: *Trip Generation*, Institute of Transportation Engineers, 9th Edition, 2012 for previously assumed land use and 10th Edition, 2017 for the currently proposed land use.
(2) ITE Land Use No. 932 - High-Turnover (Sit-Down) Restaurant - The number of seats was used rather than square footage as it results in a higher number of trips.

Table 2
Intersection Levels of Service Analysis
Ruikka Subdivision
Jefferson County, CO
LSC #200081; September, 2021

Intersection Location	Traffic Control	Existing Traffic		2041 Background Traffic		2041 Total Traffic
		Level of Service AM	Level of Service PM	Level of Service AM	Level of Service PM	Level of Service PM
<u>Iris Drive/Meadows Drive</u>	TWSC					
NB Approach		B	B	B	B	B
EB Approach		A	A	A	A	A
WB Approach		A	A	A	A	A
SB Approach		B	B	B	B	B
Critical Movement Delay		10.5	13.1	10.6	13.4	13.9





Approximate Scale
Scale: NTS

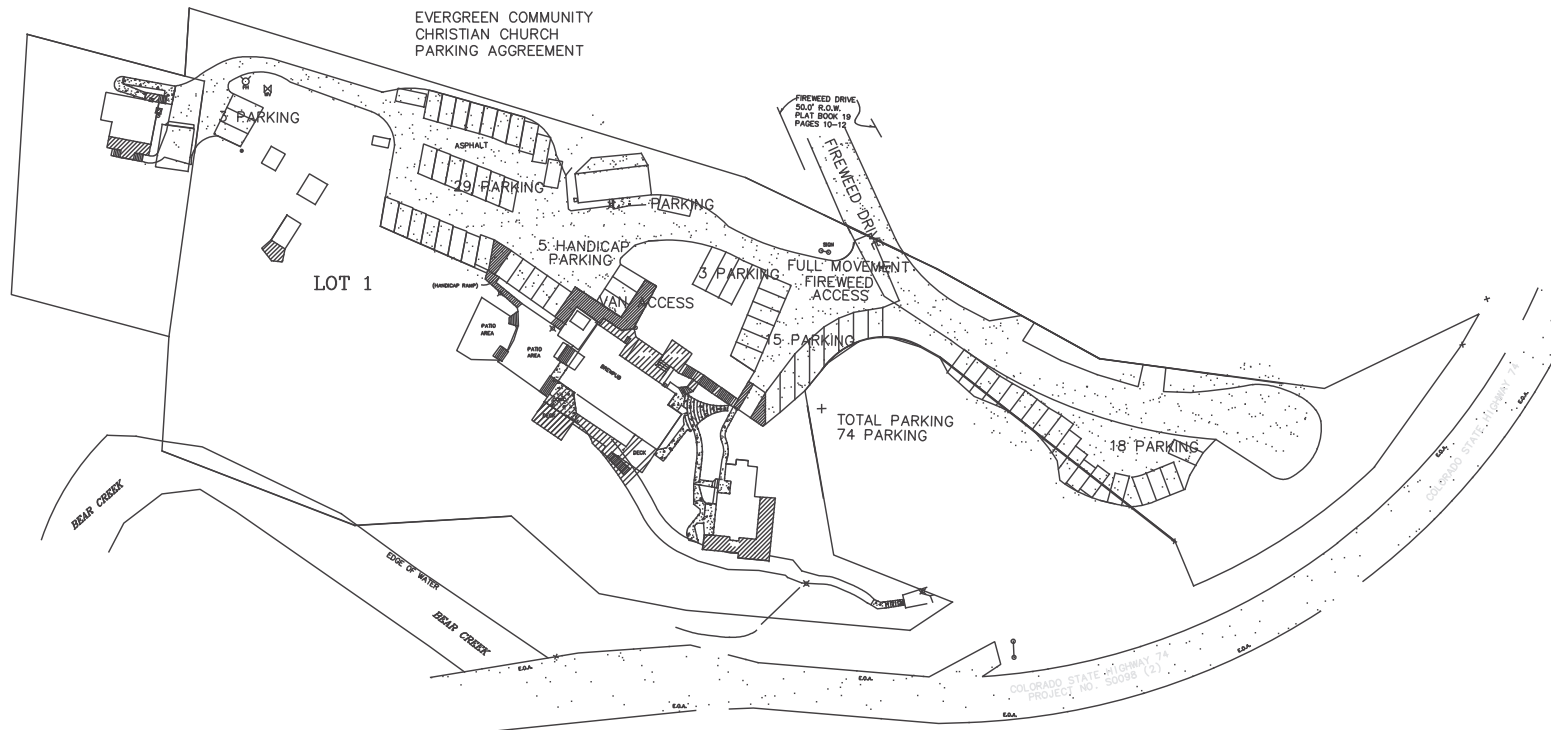
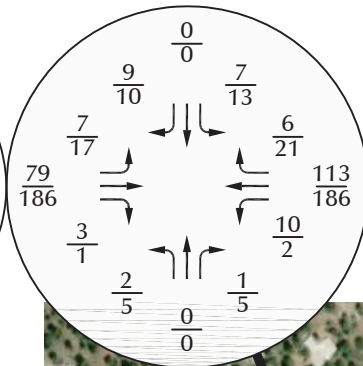
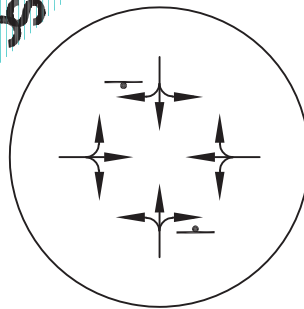


Figure 2

Site Plan

Ruikka Subdivision (LSC #200081)



Approximate Scale
Scale: 1"=400'

- ① Thursday 8/12/2021 = 901vpd
Saturday 8/14/2021 = 1,306vpd
Sunday 8/15/2021 = 891vpd
- ② Thursday 8/12/2021 = 574vpd
Saturday 8/14/2021 = 879vpd
Sunday 8/15/2021 = 648vpd
- ③ Thursday 8/12/2021 = 629vpd
Saturday 8/14/2021 = 1,001vpd
Sunday 8/15/2021 = 732vpd



LEGEND:

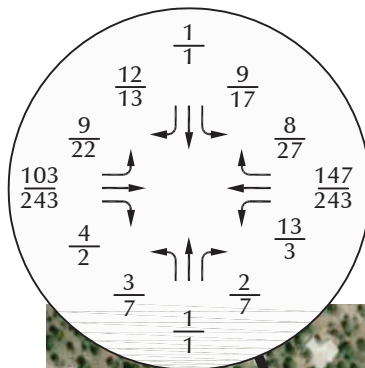
$\frac{26}{35}$ = AM Peak Hour Traffic
PM Peak Hour Traffic
1,000 = Average Daily Traffic

Note: Traffic counts by Counter Measures in August, 2021.

Figure 3a

**Existing
Traffic**

Ruikka Subdivision (LSC #200081)



Approximate Scale
Scale: 1"=400'

- ① Weekday = 1,175vpd
Saturday = 1,700vpd
Sunday = 1,160vpd
- ② Weekday = 1,080vpd
Saturday = 1,650vpd
Sunday = 1,065vpd
- ③ Weekday = 820vpd
Saturday = 1,185vpd
Sunday = 810vpd

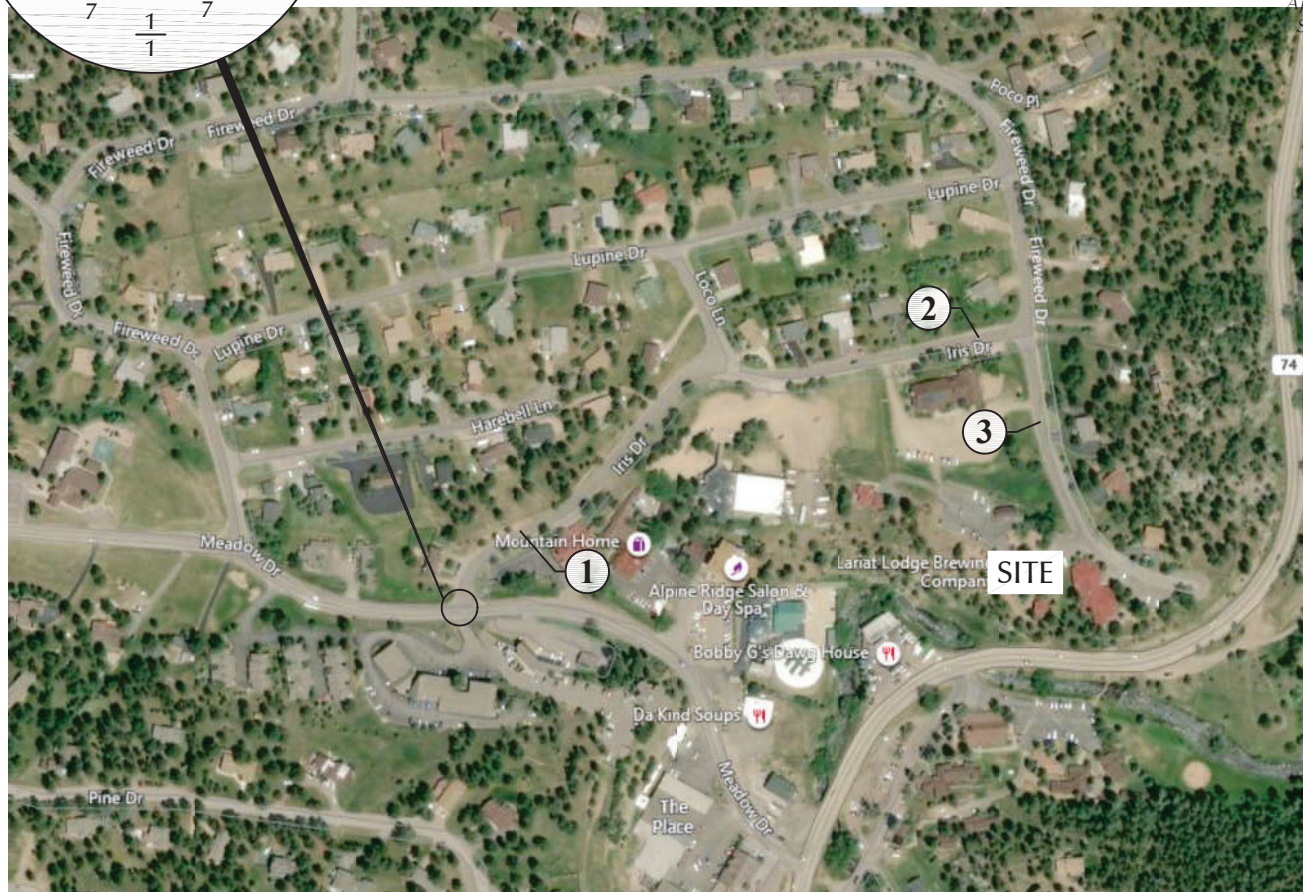


Figure 3b

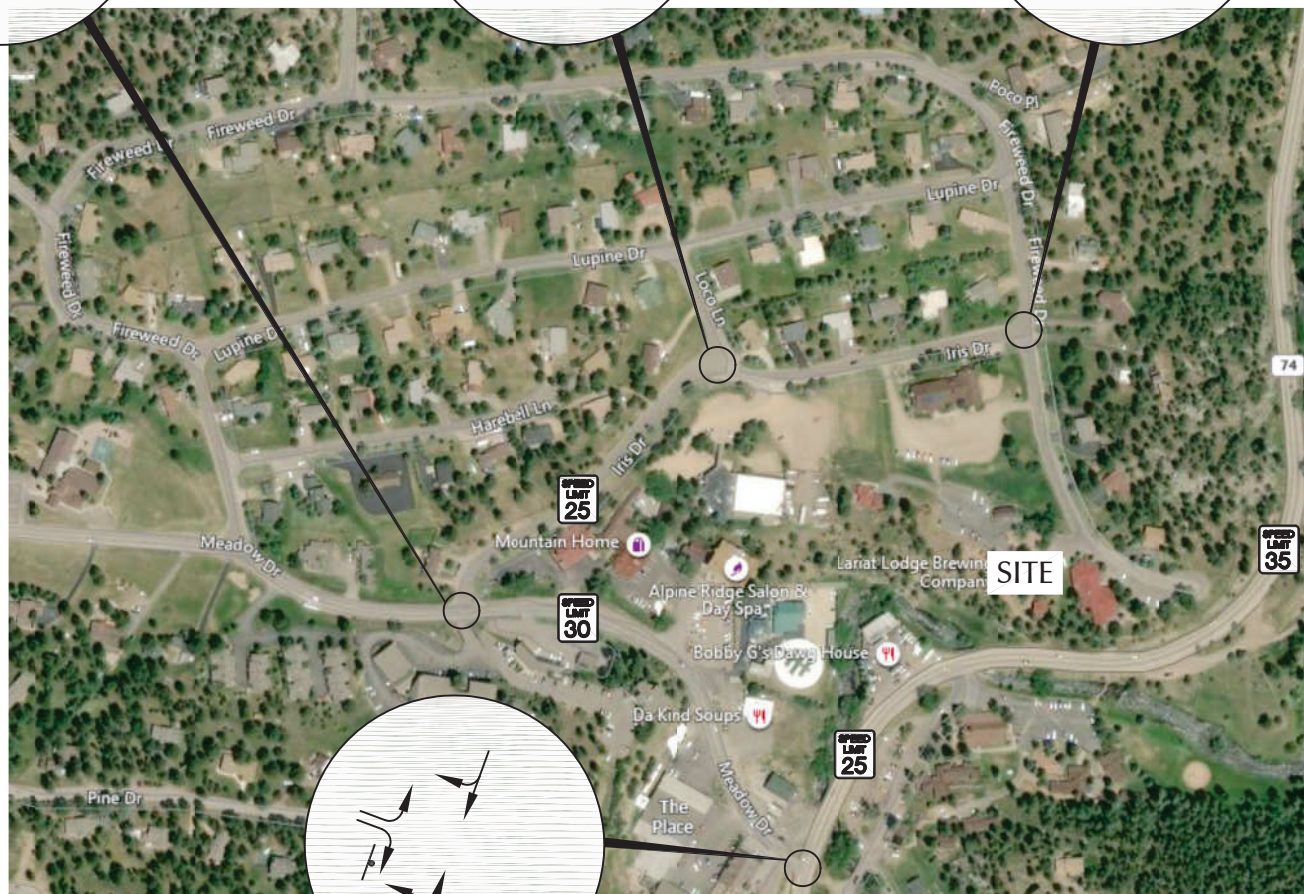
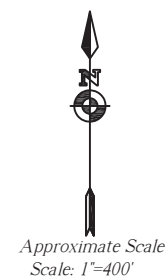
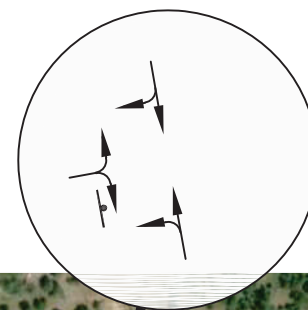
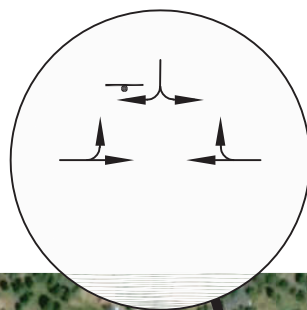
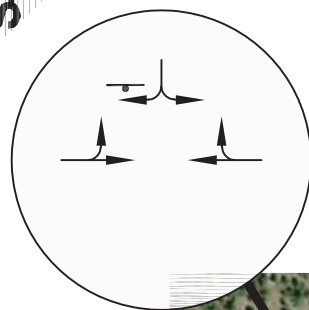
LEGEND:

$\frac{26}{35}$ = AM Peak Hour Traffic
PM Peak Hour Traffic
1,000 = Average Daily Traffic




Note: The volumes in Figure 3a were adjusted higher to be consistent with the 2019 daily counts provided by the Jefferson County Transportation and Engineering Division.

*Existing Traffic
Adjusted for Pandemic*

Ruikka Subdivision (LSC #200081)

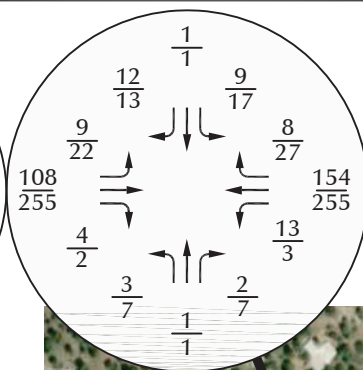
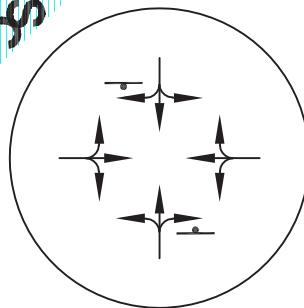


LEGEND:

-  = Stop Sign
-  = Traffic Signal
-  = Speed Limit

Existing Lane Geometry and Traffic Control

Ruikka Subdivision (LSC #200081)

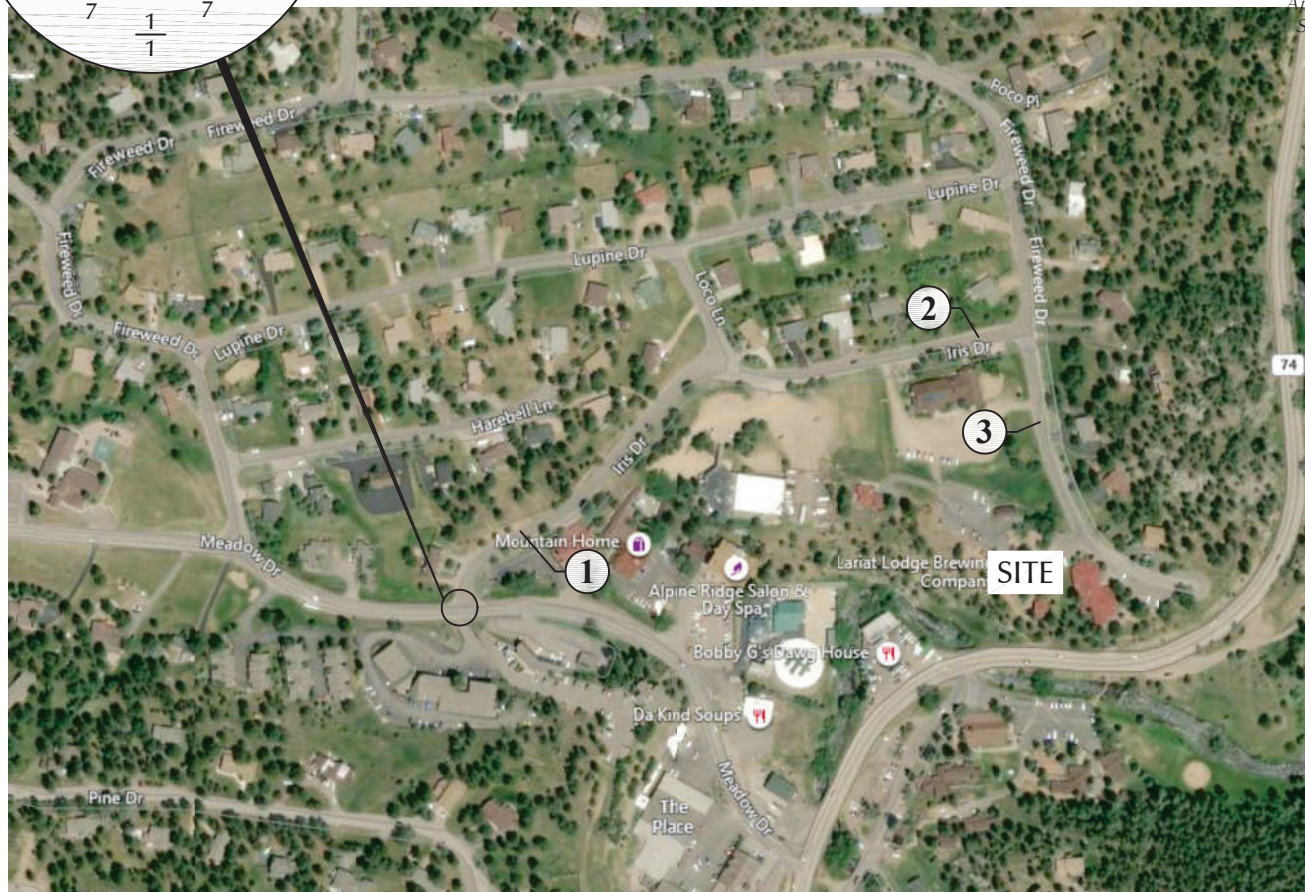


Approximate Scale
Scale: 1"=400'

① Weekday = 1,175vpd
Saturday = 1,700vpd
Sunday = 1,160vpd

② Weekday = 1,080vpd
Saturday = 1,650vpd
Sunday = 1,065vpd

③ Weekday = 820vpd
Saturday = 1,185vpd
Sunday = 810vpd



LEGEND:

$\frac{26}{35}$ = AM Peak Hour Traffic
PM Peak Hour Traffic
1,000 = Average Daily Traffic

Note: Assumes little or no growth on Firewood Drive and Iris Drive and a 20-year factor of 1.05 for Meadow Drive per the attached SH 74 Straight Line Diagram.

Year 2041
Background Traffic

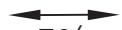
Ruikka Subdivision (LSC #200081)

Figure 4



Approximate Scale
Scale: 1"=400'

LEGEND:

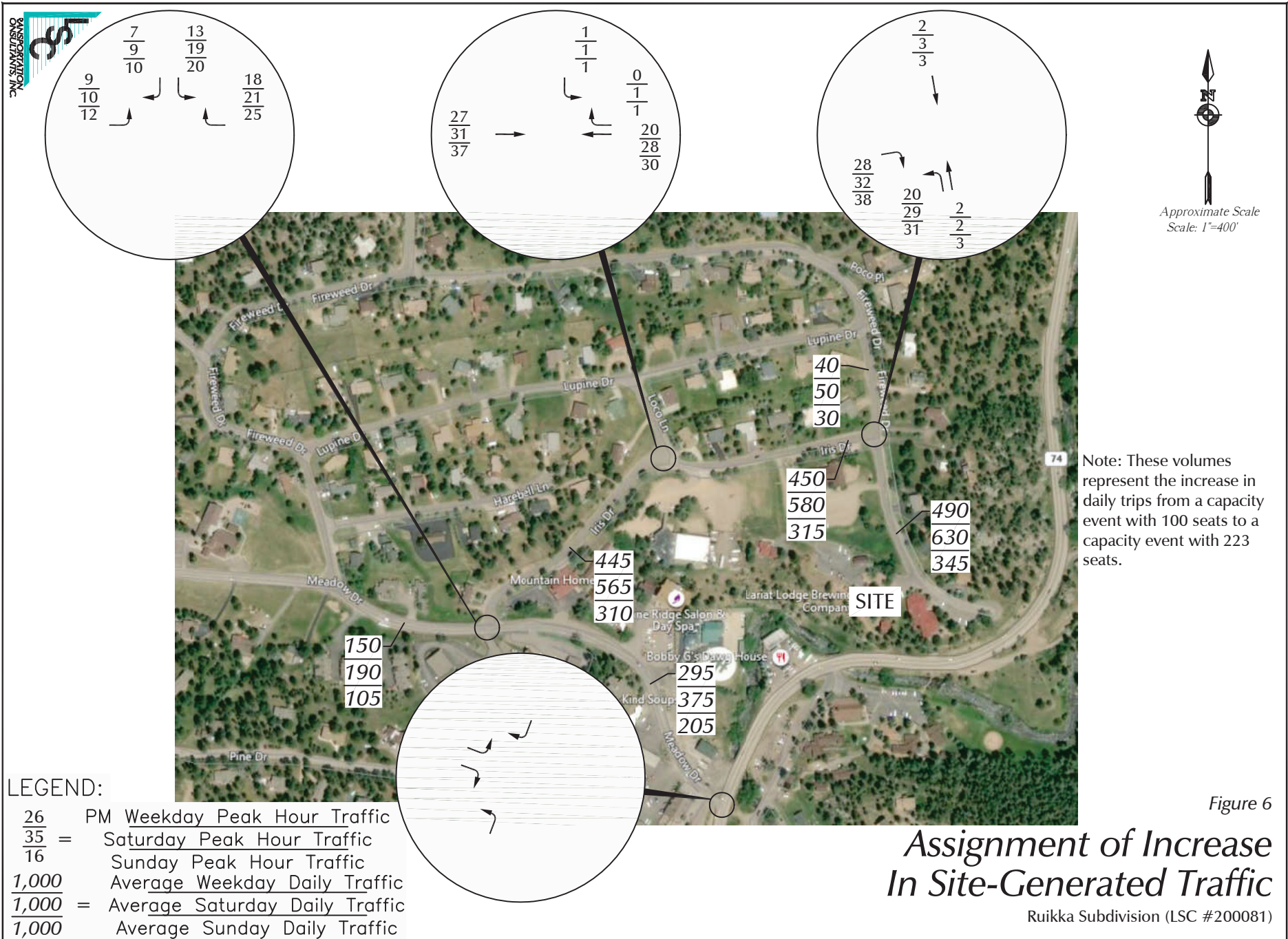


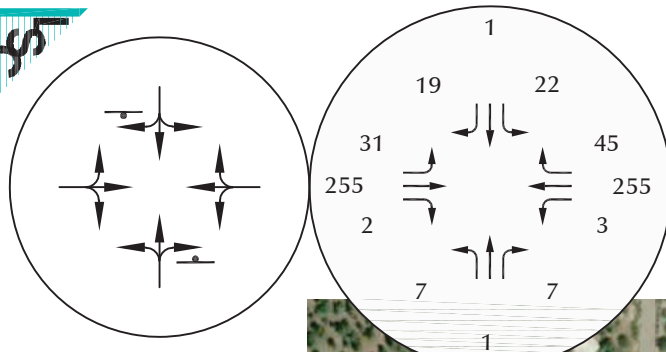
5% = Percent Directional Distribution

Figure 5

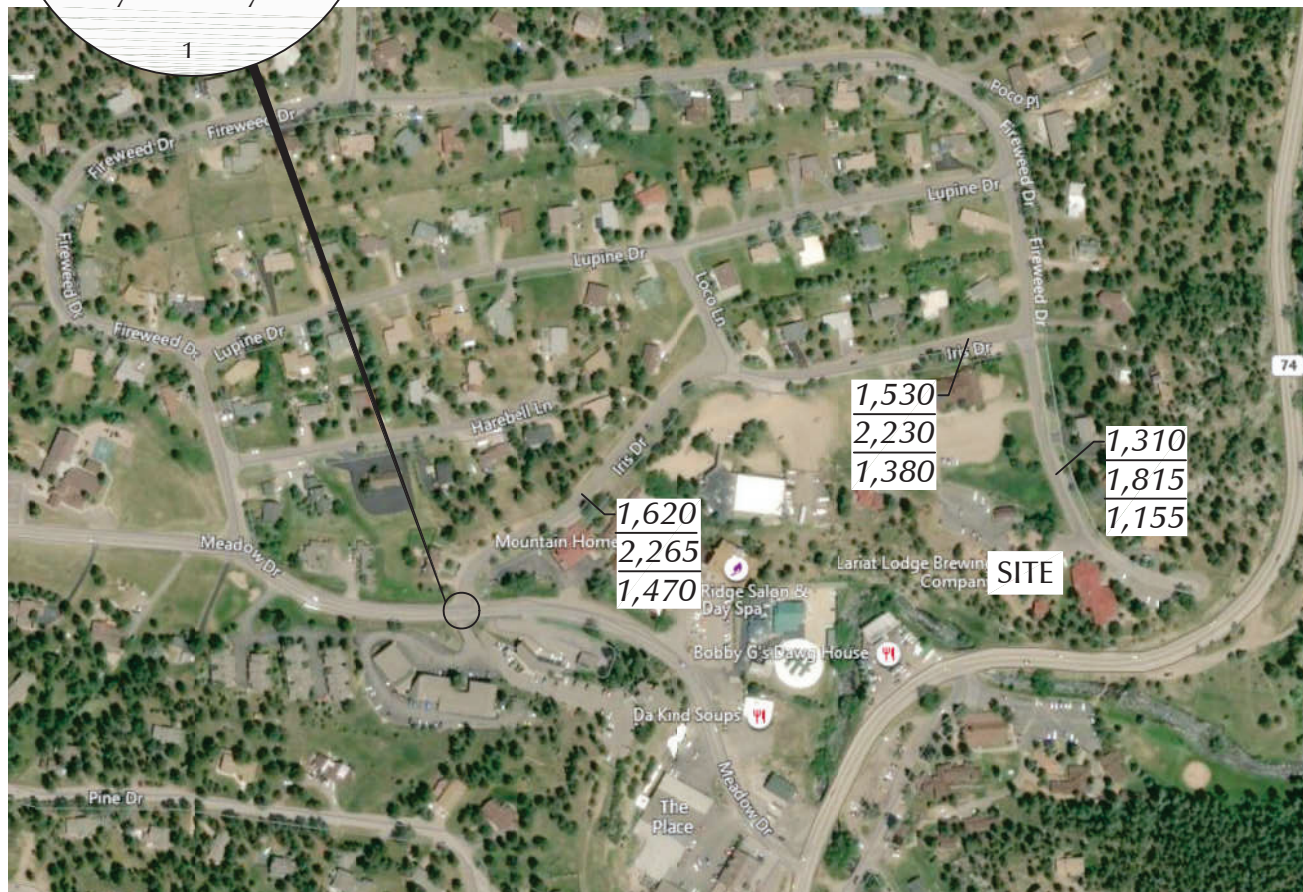
Directional Distribution of Site-Generated Traffic

Ruikka Subdivision (LSC #200081)





Approximate Scale
Scale: 1"=400'



LEGEND:

26 = PM Weekday Peak Hour Traffic

$\frac{1,000}{1,000}$ = Average Weekday Daily Traffic

$\frac{1,000}{1,000}$ = Average Saturday Daily Traffic

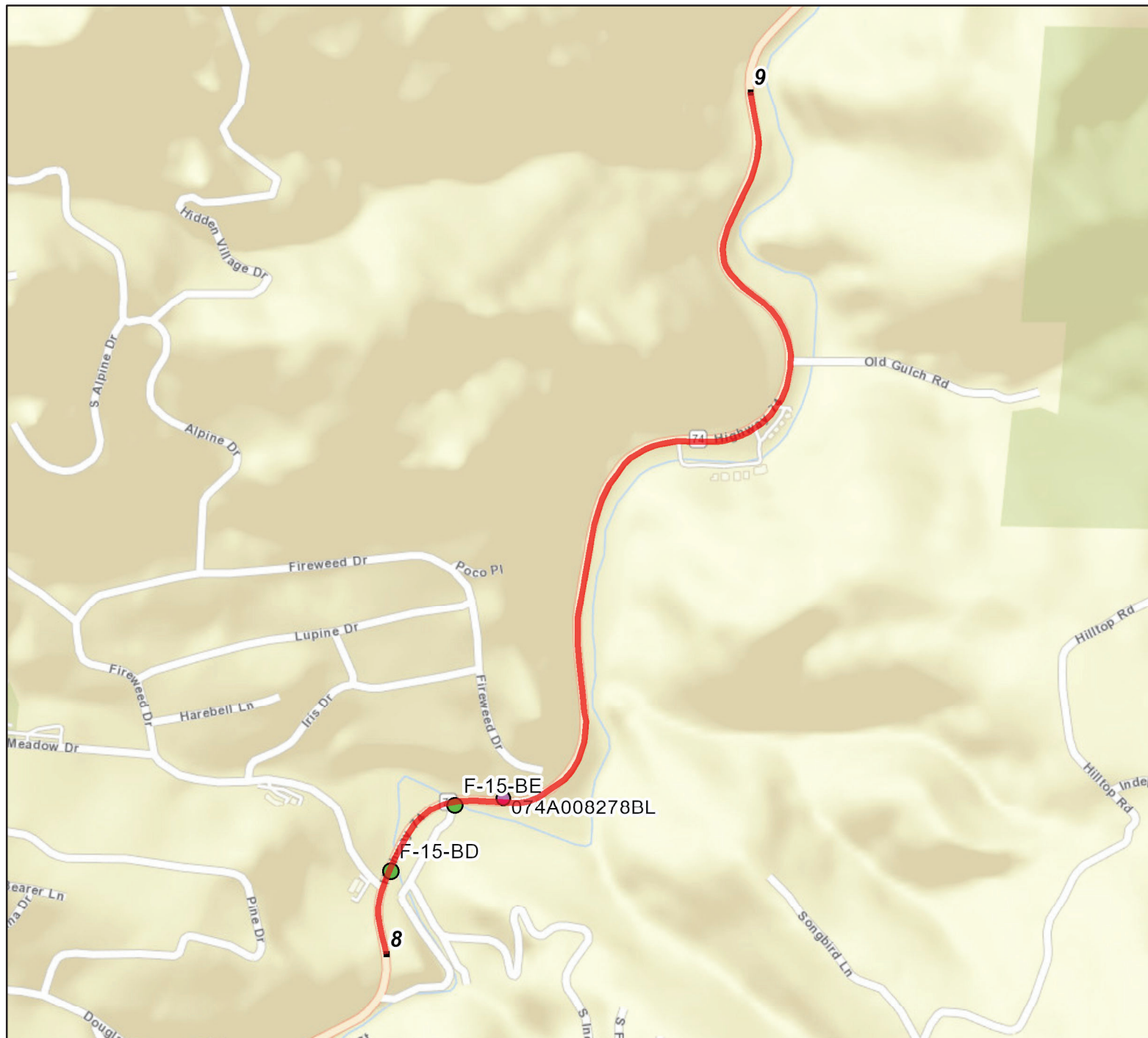
$\frac{1,000}{1,000}$ = Average Sunday Daily Traffic

Figure 7

Year 2041
Total Traffic

Ruikka Subdivision (LSC #200081)

Route 074A From 8 to 9



Legend

Route

Milepoint

Structures

Major Structure

Minor Structure

Created:

Date: 6/11/2020

Time: 10:32:00 AM



The information contained in this map is based on the most currently available data and has been checked for accuracy. CDOT does not guarantee the accuracy of any information presented, is not liable in any respect for any errors or omissions, and is not responsible for determining "fitness for use".

F-15-BE	
trial	R-B: Rural Highway
	35
	6800
	0.34
	1.05

information is missing from the straight line diagram. If so, reduce the number of miles/page and re-submit the request.

COUNTER MEASURES INC.

1889 YORK STREET
DENVER.COLORADO
303-333-7409

N/S STREET: IRIS DRIVE
E/W STREET: MEADOW DRIVE
CITY: EVERGREEN
COUNTY: JEFFERSON

File Name : IRISMEADOW
Site Code : 00000015
Start Date : 8/10/2021
Page No : 1

Groups Printed- VEHICLES

	IRIS DRIVE Southbound				MEADOW DRIVE Westbound				ACCESS DRIVE Northbound				MEADOW DRIVE Eastbound				Int. Total
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
06:30 AM	0	0	1	0	0	14	0	0	0	0	0	0	0	5	0	0	20
06:45 AM	1	0	1	0	0	17	0	0	0	0	0	0	0	8	0	0	27
Total	1	0	2	0	0	31	0	0	0	0	0	0	0	13	0	0	47
07:00 AM	1	0	0	0	0	13	0	0	0	0	0	0	2	11	0	0	27
07:15 AM	1	0	0	0	1	22	0	0	0	0	0	2	1	13	1	0	41
07:30 AM	2	0	2	0	6	23	1	0	0	0	0	0	1	11	0	0	46
07:45 AM	2	0	1	0	1	36	1	0	0	0	1	0	2	24	2	0	70
Total	6	0	3	0	8	94	2	0	0	0	1	2	6	59	3	0	184
08:00 AM	0	0	2	0	2	28	3	0	1	0	0	0	2	20	0	0	58
08:15 AM	3	0	4	0	1	26	1	0	1	0	0	0	2	24	1	0	63
Total	3	0	6	0	3	54	4	0	2	0	0	0	4	44	1	0	121
04:00 PM	1	0	4	0	1	46	10	0	0	0	1	0	7	36	0	0	106
04:15 PM	3	0	6	0	1	42	5	0	1	0	0	0	3	33	0	0	94
04:30 PM	5	0	3	0	1	45	4	0	3	0	2	0	7	37	0	0	107
04:45 PM	0	0	3	0	0	41	4	3	2	0	2	0	1	49	0	0	105
Total	9	0	16	0	3	174	23	3	6	0	5	0	18	155	0	0	412
05:00 PM	5	0	3	0	1	60	8	0	0	0	1	0	6	56	1	0	141
05:15 PM	3	0	1	0	0	40	5	0	0	0	0	0	3	44	0	0	96
05:30 PM	2	0	2	0	0	34	9	0	1	0	5	0	8	35	0	0	96
05:45 PM	8	0	2	0	1	27	19	0	0	0	0	0	9	35	0	0	101
Total	18	0	8	0	2	161	41	0	1	0	6	0	26	170	1	0	434
Grand Total	37	0	35	0	16	514	70	3	9	0	12	2	54	441	5	0	1198
Apprch %	51.4	0.0	48.6	0.0	2.7	85.2	11.6	0.5	39.1	0.0	52.2	8.7	10.8	88.2	1.0	0.0	
Total %	3.1	0.0	2.9	0.0	1.3	42.9	5.8	0.3	0.8	0.0	1.0	0.2	4.5	36.8	0.4	0.0	

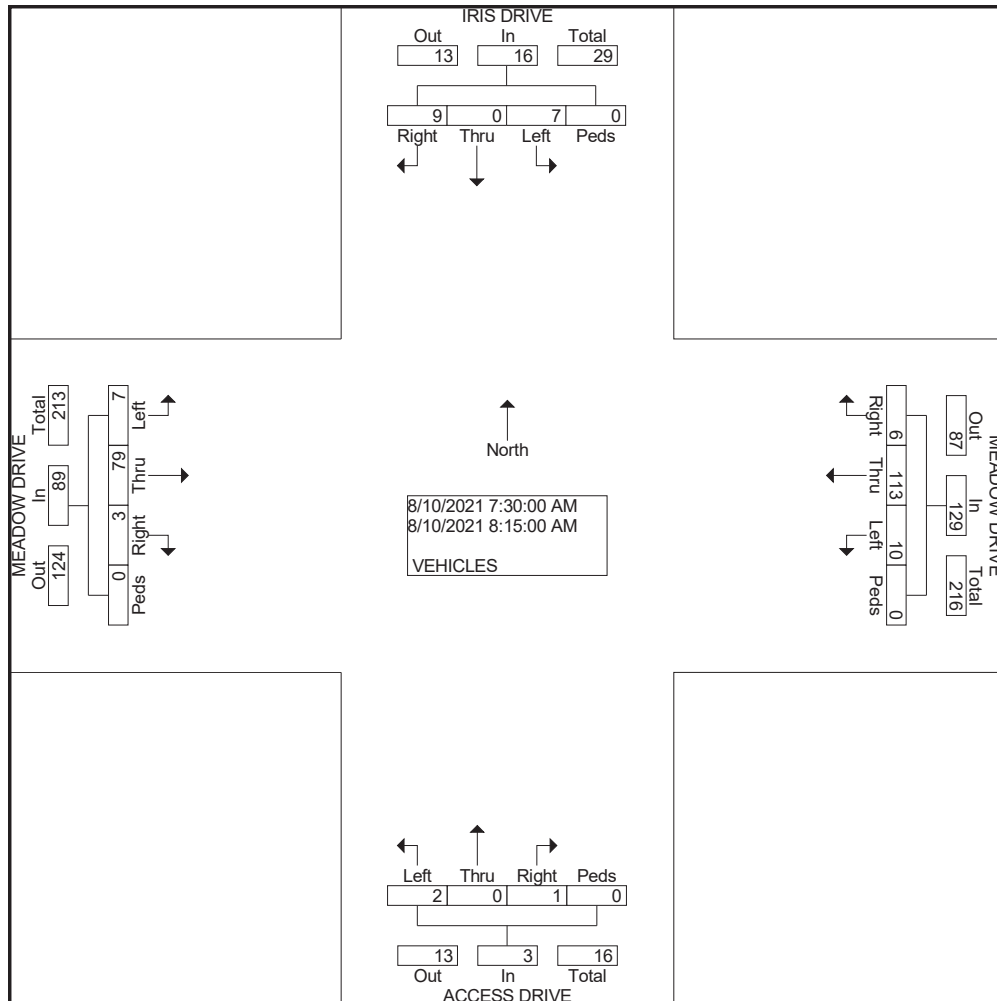
COUNTER MEASURES INC.

1889 YORK STREET
DENVER, COLORADO
303-333-7409

N/S STREET: IRIS DRIVE
E/W STREET: MEADOW DRIVE
CITY: EVERGREEN
COUNTY: JEFFERSON

File Name : IRISMEADOW
Site Code : 00000015
Start Date : 8/10/2021
Page No : 2

	IRIS DRIVE Southbound					MEADOW DRIVE Westbound					ACCESS DRIVE Northbound					MEADOW DRIVE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 06:30 AM to 08:15 AM - Peak 1 of 1																					
Intersection	07:30 AM																				
Volume	7	0	9	0	16	10	113	6	0	129	2	0	1	0	3	7	79	3	0	89	237
Percent	43.8	0.0	56.3	0.0		7.8	87.6	4.7	0.0		66.7	0.0	33.3	0.0		7.9	88.8	3.4	0.0		
07:45																					
Volume	2	0	1	0	3	1	36	1	0	38	0	0	1	0	1	2	24	2	0	28	70
Peak Factor																					0.846
High Int.	08:15 AM					07:45 AM					07:45 AM					07:45 AM					
Volume	3	0	4	0	7	1	36	1	0	38	0	0	1	0	1	2	24	2	0	28	
Peak Factor	0.57					0.84					0.75					0.79					5
	1										0					5					



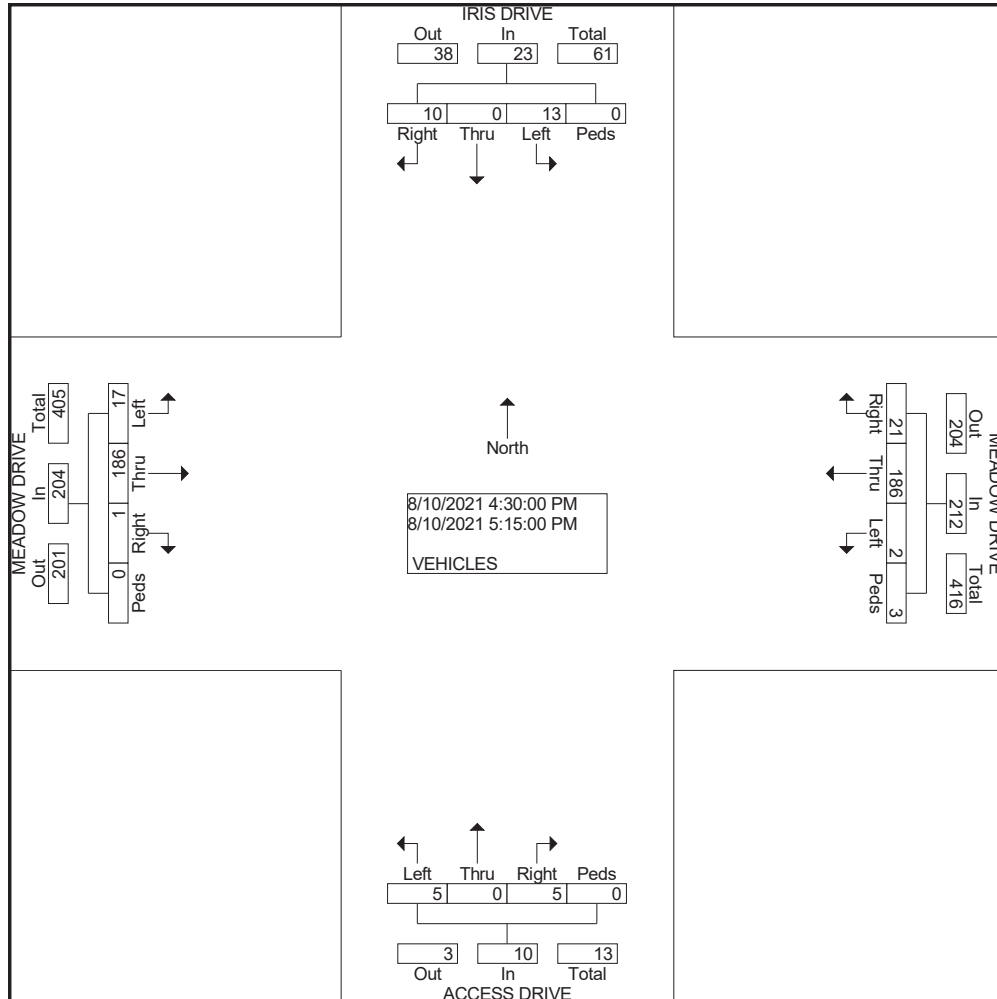
COUNTER MEASURES INC.

1889 YORK STREET
DENVER, COLORADO
303-333-7409

N/S STREET: IRIS DRIVE
E/W STREET: MEADOW DRIVE
CITY: EVERGREEN
COUNTY: JEFFERSON

File Name : IRISMEADOW
Site Code : 00000015
Start Date : 8/10/2021
Page No : 2

	IRIS DRIVE Southbound					MEADOW DRIVE Westbound					ACCESS DRIVE Northbound					MEADOW DRIVE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1	04:30 PM																				
Intersection	04:30 PM																				
Volume	13	0	10	0	23	2	186	21	3	212	5	0	5	0	10	17	186	1	0	204	449
Percent	56.5	0.0	43.5	0.0		0.9	87.7	9.9	1.4		50.0	0.0	50.0	0.0		8.3	91.2	0.5	0.0		
05:00																					
Volume	5	0	3	0	8	1	60	8	0	69	0	0	1	0	1	6	56	1	0	63	141
Peak Factor																					0.796
High Int.	04:30 PM					05:00 PM					04:30 PM					05:00 PM					
Volume	5	0	3	0	8	1	60	8	0	69	3	0	2	0	5	6	56	1	0	63	
Peak Factor	0.719					0.768					0.500					0.810					



Location: IRIS DRIVE N-O MEADOW DRIVE
City: EVERGREEN
County: JEFFERSON
Direction: NORTH/SOUTH

COUNTER MEASURES INC.
1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 211108
Station ID: 211108

Start Time	12-Aug-21 Thu	NORTHBOU	SOUTHBOU							Total
12:00 AM		0	0							0
01:00		1	0							1
02:00		0	0							0
03:00		0	0							0
04:00		0	0							0
05:00		2	8							10
06:00		0	3							3
07:00		4	8							12
08:00		10	12							22
09:00		9	18							27
10:00		8	5							13
11:00		34	19							53
12:00 PM		22	34							56
01:00		35	45							80
02:00		24	35							59
03:00		35	32							67
04:00		42	22							64
05:00		61	39							100
06:00		56	40							96
07:00		44	57							101
08:00		15	63							78
09:00		5	36							41
10:00		3	12							15
11:00		0	3							3
Total		410	491							901
Percent		45.5%	54.5%							
AM Peak	-	11:00	11:00	-	-	-	-	-	-	11:00
Vol.	-	34	19	-	-	-	-	-	-	53
PM Peak	-	17:00	20:00	-	-	-	-	-	-	19:00
Vol.	-	61	63	-	-	-	-	-	-	101
Grand Total		410	491							901
Percent		45.5%	54.5%							
ADT		ADT 901	AADT 901							

Location: IRIS DRIVE N-O MEADOW DRIVE
City: EVERGREEN
County: JEFFERSON
Direction: NORTH/SOUTH

COUNTER MEASURES INC.
1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 211108
Station ID: 211108

Start Time	14-Aug-21 Sat	NORTHBOU	SOUTHBOU							Total
12:00 AM		1	0							1
01:00		0	1							1
02:00		0	0							0
03:00		0	0							0
04:00		0	0							0
05:00		0	2							2
06:00		2	2							4
07:00		6	7							13
08:00		6	7							13
09:00		8	15							23
10:00		66	12							78
11:00		77	28							105
12:00 PM		67	56							123
01:00		59	90							149
02:00		69	83							152
03:00		43	89							132
04:00		37	53							90
05:00		59	57							116
06:00		52	72							124
07:00		36	57							93
08:00		6	38							44
09:00		4	25							29
10:00		1	8							9
11:00		0	5							5
Total		599	707							1306
Percent		45.9%	54.1%							
AM Peak	-	11:00	11:00	-	-	-	-	-	-	11:00
Vol.	-	77	28	-	-	-	-	-	-	105
PM Peak	-	14:00	13:00	-	-	-	-	-	-	14:00
Vol.	-	69	90	-	-	-	-	-	-	152

Location: IRIS DRIVE N-O MEADOW DRIVE
City: EVERGREEN
County: JEFFERSON
Direction: NORTH/SOUTH

COUNTER MEASURES INC.
1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 211108
Station ID: 211108

Start Time	15-Aug-21 Sun	NORTHBOU	SOUTHBOU							Total
12:00 AM		1	1							2
01:00		0	1							1
02:00		0	0							0
03:00		0	0							0
04:00		1	0							1
05:00		0	0							0
06:00		0	0							0
07:00		3	4							7
08:00		3	6							9
09:00		15	22							37
10:00		28	5							33
11:00		41	17							58
12:00 PM		50	63							113
01:00		55	66							121
02:00		46	38							84
03:00		30	55							85
04:00		38	34							72
05:00		39	42							81
06:00		22	47							69
07:00		21	36							57
08:00		11	21							32
09:00		5	18							23
10:00		1	3							4
11:00		1	1							2
Total		411	480							891
Percent		46.1%	53.9%							
AM Peak	-	11:00	09:00	-	-	-	-	-	-	11:00
Vol.	-	41	22	-	-	-	-	-	-	58
PM Peak	-	13:00	13:00	-	-	-	-	-	-	13:00
Vol.	-	55	66	-	-	-	-	-	-	121
Grand Total		1010	1187							2197
Percent		46.0%	54.0%							
ADT		ADT 1,098	AADT 1,098							

Location: FIREWEED DRIVE S-O IRIS DRIVE
City: EVERGREEN
County: JEFFERSON
Direction: NORTH/SOUTH

COUNTER MEASURES INC.
1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 211101
Station ID: 211101

Start Time	12-Aug-21 Thu	NORTHBOU	SOUTHBOU							Total
12:00 AM		0	0							0
01:00		0	0							0
02:00		0	0							0
03:00		0	0							0
04:00		0	0							0
05:00		1	2							3
06:00		0	0							0
07:00		0	1							1
08:00		1	1							2
09:00		6	5							11
10:00		0	7							7
11:00		4	22							26
12:00 PM		19	29							48
01:00		36	30							66
02:00		33	14							47
03:00		16	20							36
04:00		18	23							41
05:00		26	46							72
06:00		27	55							82
07:00		48	38							86
08:00		48	12							60
09:00		30	3							33
10:00		4	2							6
11:00		2	0							2
Total		319	310							629
Percent		50.7%	49.3%							
AM Peak	-	09:00	11:00	-	-	-	-	-	-	11:00
Vol.	-	6	22	-	-	-	-	-	-	26
PM Peak	-	19:00	18:00	-	-	-	-	-	-	19:00
Vol.	-	48	55	-	-	-	-	-	-	86
Grand Total		319	310							629
Percent		50.7%	49.3%							
ADT		ADT 629		AADT 629						

Location: FIREWEED DRIVE S-O IRIS DRIVE
City: EVERGREEN
County: JEFFERSON
Direction: NORTH/SOUTH

COUNTER MEASURES INC.
1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 211101
Station ID: 211101

Start Time	14-Aug-21 Sat	NORTHBOU	SOUTHBOU							Total
12:00 AM		0	0							0
01:00		0	0							0
02:00		0	0							0
03:00		0	0							0
04:00		0	0							0
05:00		0	0							0
06:00		0	0							0
07:00		2	3							5
08:00		0	1							1
09:00		3	3							6
10:00		5	34							39
11:00		8	49							57
12:00 PM		54	59							113
01:00		66	52							118
02:00		78	64							142
03:00		60	35							95
04:00		48	33							81
05:00		37	49							86
06:00		41	51							92
07:00		57	38							95
08:00		37	8							45
09:00		22	1							23
10:00		1	0							1
11:00		2	0							2
Total		521	480							1001
Percent		52.0%	48.0%							
AM Peak	-	11:00	11:00	-	-	-	-	-	-	11:00
Vol.	-	8	49	-	-	-	-	-	-	57
PM Peak	-	14:00	14:00	-	-	-	-	-	-	14:00
Vol.	-	78	64	-	-	-	-	-	-	142

Location: FIREWEED DRIVE S-O IRIS DRIVE
City: EVERGREEN
County: JEFFERSON
Direction: NORTH/SOUTH

COUNTER MEASURES INC.
1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 211101
Station ID: 211101

Start Time	15-Aug-21 Sun	NORTHBOU	SOUTHBOU							Total
12:00 AM		0	1							1
01:00		0	0							0
02:00		0	0							0
03:00		0	0							0
04:00		0	0							0
05:00		0	0							0
06:00		0	0							0
07:00		0	0							0
08:00		0	1							1
09:00		5	2							7
10:00		0	11							11
11:00		9	43							52
12:00 PM		49	56							105
01:00		70	59							129
02:00		41	43							84
03:00		44	22							66
04:00		29	32							61
05:00		34	42							76
06:00		26	24							50
07:00		26	21							47
08:00		20	4							24
09:00		8	4							12
10:00		4	1							5
11:00		1	0							1
Total		366	366							732
Percent		50.0%	50.0%							
AM Peak	-	11:00	11:00	-	-	-	-	-	-	11:00
Vol.	-	9	43	-	-	-	-	-	-	52
PM Peak	-	13:00	13:00	-	-	-	-	-	-	13:00
Vol.	-	70	59	-	-	-	-	-	-	129
Grand Total		887	846							1733
Percent		51.2%	48.8%							
ADT		ADT 866	AADT 866							

Location: IRIS DRIVE W-O FIREWEED DRIVE
City: EVERGREEN
County: JEFFERSON
Direction: EAST/WEST

COUNTER MEASURES INC.
1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 211110
Station ID: 211110

Start Time	12-Aug-21 Thu	EASTBOUN	WESTBOUN							Total
12:00 AM		0	0							0
01:00		0	0							0
02:00		0	0							0
03:00		0	0							0
04:00		0	0							0
05:00		1	5							6
06:00		0	0							0
07:00		2	3							5
08:00		6	4							10
09:00		6	5							11
10:00		6	0							6
11:00		23	7							30
12:00 PM		17	16							33
01:00		27	31							58
02:00		21	27							48
03:00		13	16							29
04:00		23	15							38
05:00		42	23							65
06:00		44	23							67
07:00		34	42							76
08:00		13	39							52
09:00		4	28							32
10:00		2	4							6
11:00		0	2							2
Total		284	290							574
Percent		49.5%	50.5%							
AM Peak	-	11:00	11:00	-	-	-	-	-	-	11:00
Vol.	-	23	7	-	-	-	-	-	-	30
PM Peak	-	18:00	19:00	-	-	-	-	-	-	19:00
Vol.	-	44	42	-	-	-	-	-	-	76
Grand Total		284	290							574
Percent		49.5%	50.5%							
ADT		ADT 574	AADT 574							

Location: IRIS DRIVE W-O FIREWEED DRIVE
City: EVERGREEN
County: JEFFERSON
Direction: EAST/WEST

COUNTER MEASURES INC.
1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 211110
Station ID: 211110

Start Time	14-Aug-21 Sat	EASTBOUN	WESTBOUN							Total
12:00 AM		1	1							2
01:00		0	0							0
02:00		0	0							0
03:00		0	0							0
04:00		0	0							0
05:00		0	1							1
06:00		0	1							1
07:00		3	3							6
08:00		0	2							2
09:00		4	4							8
10:00		27	10							37
11:00		42	14							56
12:00 PM		52	40							92
01:00		45	58							103
02:00		54	57							111
03:00		33	51							84
04:00		29	37							66
05:00		43	40							83
06:00		42	43							85
07:00		31	42							73
08:00		7	35							42
09:00		2	21							23
10:00		1	1							2
11:00		0	2							2
Total		416	463							879
Percent		47.3%	52.7%							
AM Peak	-	11:00	11:00	-	-	-	-	-	-	11:00
Vol.	-	42	14	-	-	-	-	-	-	56
PM Peak	-	14:00	13:00	-	-	-	-	-	-	14:00
Vol.	-	54	58	-	-	-	-	-	-	111

Location: IRIS DRIVE W-O FIREWEED DRIVE
City: EVERGREEN
County: JEFFERSON
Direction: EAST/WEST

COUNTER MEASURES INC.
1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 211110
Station ID: 211110

Start Time	15-Aug-21 Sun	EASTBOUN	WESTBOUN							Total
12:00 AM		1	1							2
01:00		0	0							0
02:00		0	0							0
03:00		0	0							0
04:00		1	0							1
05:00		0	0							0
06:00		0	0							0
07:00		0	1							1
08:00		2	4							6
09:00		9	3							12
10:00		15	1							16
11:00		37	10							47
12:00 PM		48	49							97
01:00		50	54							104
02:00		36	35							71
03:00		19	39							58
04:00		25	27							52
05:00		33	26							59
06:00		20	25							45
07:00		17	24							41
08:00		5	16							21
09:00		4	5							9
10:00		1	3							4
11:00		1	1							2
Total		324	324							648
Percent		50.0%	50.0%							
AM Peak	-	11:00	11:00	-	-	-	-	-	-	11:00
Vol.	-	37	10	-	-	-	-	-	-	47
PM Peak	-	13:00	13:00	-	-	-	-	-	-	13:00
Vol.	-	50	54	-	-	-	-	-	-	104
Grand Total		740	787							1527
Percent		48.5%	51.5%							
ADT		ADT 764	AADT 764							

For Project:	Iris	Dr	w/o	Fireweed	Dr
Project Notes:					
Location/Name:	Merged				
Report Generated:	07/24/2019	08:56			
Speed Intervals	1 MPH				
Time Intervals	Instant				
Traffic Report From	07/16/2019	11:00:00	through	07/23/2019	10:59:59
85th Percentile Speed	28 MPH				
85th Percentile Vehicles	6434				
Max Speed	41 MPH	on	07/20/2019	14:02:46	
Total Vehicles	7571				
AADT:	1081				

Volumes - weekly counts

	Time	5 Day	7 Day
Average Daily		928	1006
AM Peak	09:00	60	63
PM Peak	03:00	106	105

Speed

Speed Limit:	25
85th Percentile Speed:	28
Average Speed:	23.98

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Count over limit	289	390	403	437	446	433	376
% over limit	34.3	37.0	41.1	41.7	35.9	36.8	30.7
Avg Speeder	28.6	28.3	28.8	28.7	28.6	28.5	28.2

Class Counts

VEH_SM	180	2.4
VEH_MED	7270	96
VEH_LG	121	1.6
[VEH_SM=motorcycle,	VEH_MED = sedan,	VEH_LG = truck]

For Project:	Iris	Dr			
Project Notes:					
Location/Name:	Merged				
Report Generated:	07/23/2019	17:32			
Speed Intervals	1 MPH				
Time Intervals	Instant				
Traffic Report From	07/16/2019	11:00:00	through	07/23/2019	10:59:59
85th Percentile Speed	31 MPH				
85th Percentile Vehicles	6992				
Max Speed	67 MPH	on	07/16/2019	20:08:42	
Total Vehicles	8227				
AADT:	1175				

Volumes - weekly counts

Time	5 Day	7 Day
Average Daily	1016	1092
AM Peak	09:00 66	69
PM Peak	03:00 112	112

Speed

Speed Limit:	25
85th Percentile Speed:	31
Average Speed:	26.63

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Count over limit	587	748	645	679	808	786	748
% over limit	62.6	64.4	58.5	59.6	61.2	62.6	57.1
Avg Speeder	29.2	29.3	29.2	29.2	29.1	29.0	28.9

Class Counts

VEH_SM	121	1.5
VEH_MED	7911	96.2
VEH_LG	195	2.4
[VEH_SM=motorcycle,	VEH_MED = sedan,	VEH_LG = truck]

LEVEL OF SERVICE DEFINITIONS

From *Highway Capacity Manual*, Transportation Research Board, 2016, 6th Edition

UNSIGNALIZED INTERSECTION LEVEL OF SERVICE (LOS)

Applicable to Two-Way Stop Control, All-Way Stop Control, and Roundabouts

LOS	Average Vehicle Control Delay	Operational Characteristics
A	<10 seconds	Normally, vehicles on the stop-controlled approach only have to wait up to 10 seconds before being able to clear the intersection. Left-turning vehicles on the uncontrolled street do not have to wait to make their turn.
B	10 to 15 seconds	Vehicles on the stop-controlled approach will experience delays before being able to clear the intersection. <u>The delay could be up to 15 seconds.</u> Left-turning vehicles on the uncontrolled street may have to wait to make their turn.
C	15 to 25 seconds	Vehicles on the stop-controlled approach can expect delays in the range of 15 to 25 seconds before clearing the intersection. Motorists may begin to take chances due to the long delays, thereby posing a safety risk to through traffic. <u>Left-turning vehicles on the uncontrolled street will now be required to wait to make their turn causing a queue to be created in the turn lane.</u>
D	25 to 35 seconds	<u>This is the point at which a traffic signal may be warranted for this intersection.</u> The delays for the stop-controlled intersection are not considered to be excessive. The length of the queue may begin to block other public and private access points.
E	35 to 50 seconds	The delays for all critical traffic movements are considered to be unacceptable. The length of the queues for the stop-controlled approaches as well as the left-turn movements are extremely long. <u>There is a high probability that this intersection will meet traffic signal warrants.</u> The ability to install a traffic signal is affected by the location of other existing traffic signals. Consideration may be given to restricting the accesses by eliminating the left-turn movements from and to the stop-controlled approach.
F	>50 seconds	The delay for the critical traffic movements are probably in excess of 100 seconds. The length of the queues are extremely long. Motorists are selecting alternative routes due to the long delays. <u>The only remedy for these long delays is installing a traffic signal or restricting the accesses.</u> The potential for accidents at this intersection are extremely high due to motorist taking more risky chances. If the median permits, motorists begin making two-stage left-turns.





HCM 6th TWSC
3: Iris Drive & Meadow Drive

Existing
AM Peak

Intersection												
Int Delay, s/veh	1.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	9	103	4	13	147	8	3	1	2	9	1	12
Future Vol, veh/h	9	103	4	13	147	8	3	1	2	9	1	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	117	5	15	167	9	3	1	2	10	1	14
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	176	0	0	122	0	0	349	346	120	343	344	172
Stage 1	-	-	-	-	-	-	140	140	-	202	202	-
Stage 2	-	-	-	-	-	-	209	206	-	141	142	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1400	-	-	1465	-	-	606	577	931	611	579	872
Stage 1	-	-	-	-	-	-	863	781	-	800	734	-
Stage 2	-	-	-	-	-	-	793	731	-	862	779	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1400	-	-	1465	-	-	587	566	931	600	568	872
Mov Cap-2 Maneuver	-	-	-	-	-	-	587	566	-	600	568	-
Stage 1	-	-	-	-	-	-	856	775	-	794	726	-
Stage 2	-	-	-	-	-	-	771	723	-	852	773	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.6			0.6			10.5			10.2		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	665	1400	-	-	1465	-	-	721				
HCM Lane V/C Ratio	0.01	0.007	-	-	0.01	-	-	0.035				
HCM Control Delay (s)	10.5	7.6	0	-	7.5	0	-	10.2				
HCM Lane LOS	B	A	A	-	A	A	-	B				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0.1				

HCM 6th TWSC
3: Iris Drive & Meadow Drive

Existing
PM Peak





Intersection												
Int Delay, s/veh	1.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	22	243	2	3	243	27	7	1	7	17	1	13
Future Vol, veh/h	22	243	2	3	243	27	7	1	7	17	1	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	25	276	2	3	276	31	8	1	8	19	1	15
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	307	0	0	278	0	0	633	640	277	630	626	292
Stage 1	-	-	-	-	-	-	327	327	-	298	298	-
Stage 2	-	-	-	-	-	-	306	313	-	332	328	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1254	-	-	1285	-	-	392	393	762	394	401	747
Stage 1	-	-	-	-	-	-	686	648	-	711	667	-
Stage 2	-	-	-	-	-	-	704	657	-	681	647	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1254	-	-	1285	-	-	376	382	762	381	390	747
Mov Cap-2 Maneuver	-	-	-	-	-	-	376	382	-	381	390	-
Stage 1	-	-	-	-	-	-	670	632	-	694	665	-
Stage 2	-	-	-	-	-	-	687	655	-	657	631	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.7			0.1			12.6			13.1		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	493	1254	-	-	1285	-	-	480				
HCM Lane V/C Ratio	0.035	0.02	-	-	0.003	-	-	0.073				
HCM Control Delay (s)	12.6	7.9	0	-	7.8	0	-	13.1				
HCM Lane LOS	B	A	A	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	0.2				

Intersection												
Int Delay, s/veh	1.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	9	108	4	13	154	8	3	1	2	9	1	12
Future Vol, veh/h	9	108	4	13	154	8	3	1	2	9	1	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	123	5	15	175	9	3	1	2	10	1	14
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	184	0	0	128	0	0	363	360	126	357	358	180
Stage 1	-	-	-	-	-	-	146	146	-	210	210	-
Stage 2	-	-	-	-	-	-	217	214	-	147	148	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1391	-	-	1458	-	-	593	567	924	598	568	863
Stage 1	-	-	-	-	-	-	857	776	-	792	728	-
Stage 2	-	-	-	-	-	-	785	725	-	856	775	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1391	-	-	1458	-	-	574	556	924	587	557	863
Mov Cap-2 Maneuver	-	-	-	-	-	-	574	556	-	587	557	-
Stage 1	-	-	-	-	-	-	850	770	-	786	720	-
Stage 2	-	-	-	-	-	-	763	717	-	846	769	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.6			0.6			10.6			10.3		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	653	1391	-	-	1458	-	-	709				
HCM Lane V/C Ratio	0.01	0.007	-	-	0.01	-	-	0.035				
HCM Control Delay (s)	10.6	7.6	0	-	7.5	0	-	10.3				
HCM Lane LOS	B	A	A	-	A	A	-	B				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0.1				

Intersection												
Int Delay, s/veh	1.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	22	255	2	3	255	27	7	1	7	17	1	13
Future Vol, veh/h	22	255	2	3	255	27	7	1	7	17	1	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	25	290	2	3	290	31	8	1	8	19	1	15
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	321	0	0	292	0	0	661	668	291	658	654	306
Stage 1	-	-	-	-	-	-	341	341	-	312	312	-
Stage 2	-	-	-	-	-	-	320	327	-	346	342	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1239	-	-	1270	-	-	376	379	748	378	386	734
Stage 1	-	-	-	-	-	-	674	639	-	699	658	-
Stage 2	-	-	-	-	-	-	692	648	-	670	638	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1239	-	-	1270	-	-	360	369	748	366	376	734
Mov Cap-2 Maneuver	-	-	-	-	-	-	360	369	-	366	376	-
Stage 1	-	-	-	-	-	-	658	624	-	682	656	-
Stage 2	-	-	-	-	-	-	675	646	-	646	623	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.6			0.1			12.8			13.4		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	476	1239	-	-	1270	-	-	464				
HCM Lane V/C Ratio	0.036	0.02	-	-	0.003	-	-	0.076				
HCM Control Delay (s)	12.8	8	0	-	7.8	0	-	13.4				
HCM Lane LOS	B	A	A	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	0.2				

HCM 6th TWSC
3: Iris Drive & Meadow Drive

2041 Total
PM Peak

Intersection												
Int Delay, s/veh	1.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	31	255	2	3	255	45	7	1	7	22	1	19
Future Vol, veh/h	31	255	2	3	255	45	7	1	7	22	1	19
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	35	290	2	3	290	51	8	1	8	25	1	22
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	341	0	0	292	0	0	694	708	291	688	684	316
Stage 1	-	-	-	-	-	-	361	361	-	322	322	-
Stage 2	-	-	-	-	-	-	333	347	-	366	362	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1218	-	-	1270	-	-	357	360	748	360	371	724
Stage 1	-	-	-	-	-	-	657	626	-	690	651	-
Stage 2	-	-	-	-	-	-	681	635	-	653	625	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1218	-	-	1270	-	-	336	347	748	345	357	724
Mov Cap-2 Maneuver	-	-	-	-	-	-	336	347	-	345	357	-
Stage 1	-	-	-	-	-	-	635	605	-	667	649	-
Stage 2	-	-	-	-	-	-	658	633	-	623	604	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.9			0.1			13.2			13.9		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	454	1218	-	-	1270	-	-	453				
HCM Lane V/C Ratio	0.038	0.029	-	-	0.003	-	-	0.105				
HCM Control Delay (s)	13.2	8	0	-	7.8	0	-	13.9				
HCM Lane LOS	B	A	A	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	0.4				