

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6880
FAX 720.523.6967
EMAIL: epermitcenter@adcogov.org

REQUEST FOR COMMENTS

Case Name:
Case Number:

Riedel Florence Inert Fill Special Use Permit
VSP2024-00039

September 2, 2024

The Adams County Board of Adjustment is requesting comments on the following application: **Special Use Permit to allow the import of 1,000 cubic yards of inert fill material over a one year period on a 2.7 acre property. The site is designated with Agricultural-1 zoning.** The address is 14025 Florence Court. The Assessor's Parcel Number is 0157122103004. The applicants are: Brandi and Scott Riedel, 13606 Xavier Lane Suite F, Broomfield, CO 80023-3604

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6949 by **September 23, 2024** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to LCampbell@adcogov.org.

For further information regarding this case, please contact the Community and Economic Development Department, 4430 S. Adams County Pkwy., Brighton CO 80601, (720) 523-6800. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/current-land-use-cases. Thank you for your review of this case.

Lia Campbell
Planner II

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5



Application Type:

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

PROJECT NAME: Riedel Residence 14025 Florence Ct Fill Dirt

APPLICANT

Name(s): Scott Riede Phone #: 602-781-1511
Address: 14025 Florence Ct
City, State, Zip: Brighton CO 80602
2nd Phone #: 303-715-8344 Email: 33Scott.r@gmail.com

OWNER

Name(s): Brandi And Scott Riedel Phone #: 602-781-1511
Address: 14025 Florence
City, State, Zip: Brighton CO 80602
2nd Phone #: _____ Email: 33Scott.r@gmail.com

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: Colorado Geoscience Phone #: 602-781-1511
Address: PO Box 60
City, State, Zip: Franktown
2nd Phone #: _____ Email: Mike@Cogeodesign.com

DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#:

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature

Special Use Permit -inert fill
14025 Florence Ct
Brighton, CO 80602

Written Explanation of the Project


Purpose of fill, we are adding a back yard and need fill dirt to our home. We need to bring the back (west) side and roughly five feet to level off the area to have a back yard.

Amount of fill is roughly 1,000 cubic yards.

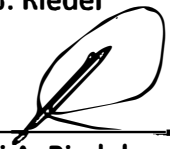
Requested time frame of Project 7-21-24 to 7-20-25.

Drainage will basically remain the same it will continue to flow downhill on west side of property.

Sincerely,



Scott J. Riedel



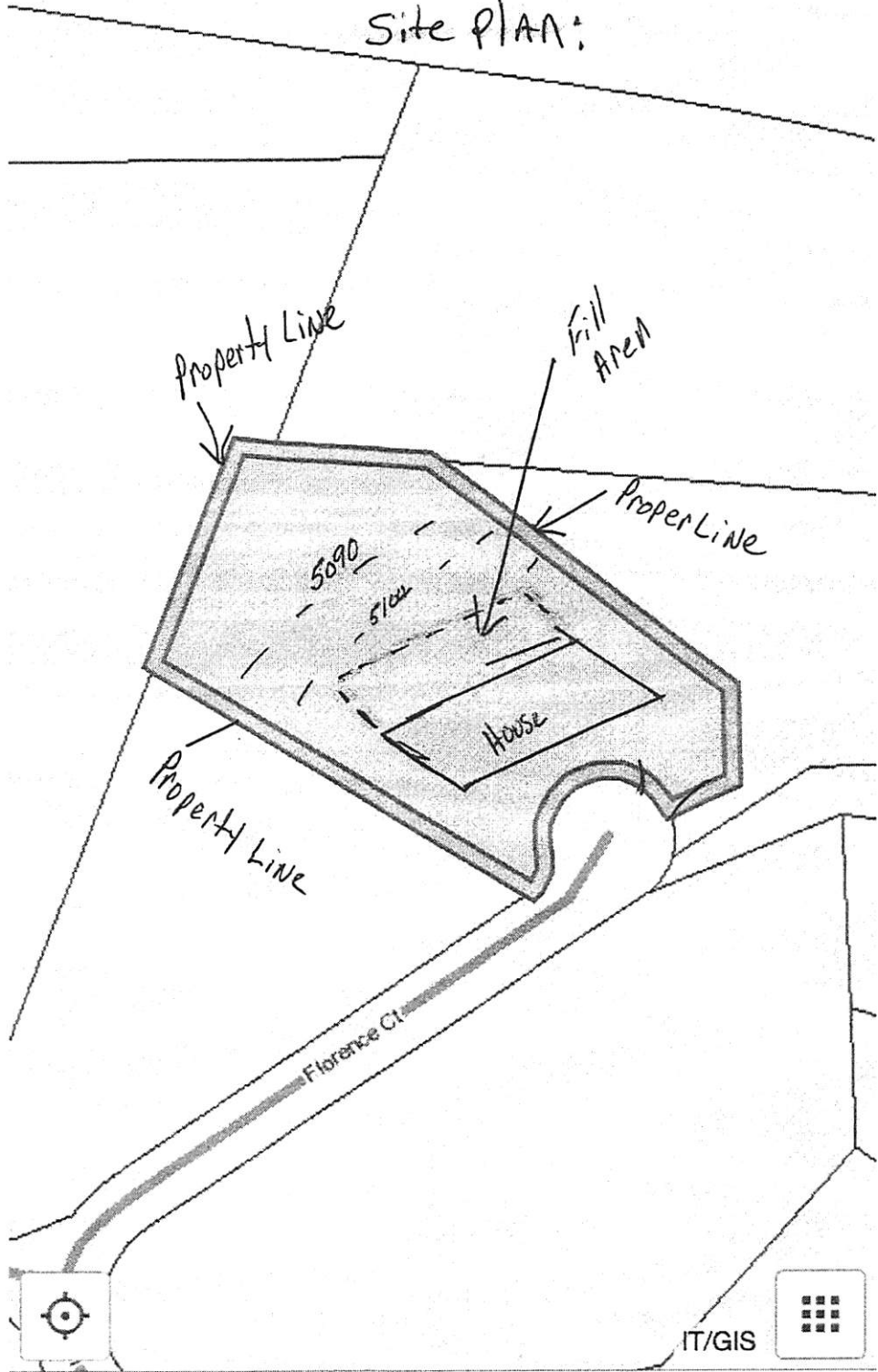
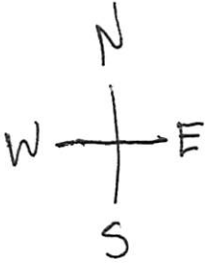
Brandi A. Riedel

I want to...

14025 Florence ct



Site PLAN:



AA

gisapp.adcogov.org



1:50

Siri

LTE



Start on Florence Ct



E 138th Pl



Larkridge Retail Center

E 160TH AVE

QUEBEC ST



138th Ave & Colorado Blvd

E 128TH AVE

River Regio Fairg



1:59 arrival

9 min

4.6 mi



14625 Florence Ct
Brighton, CO 80602

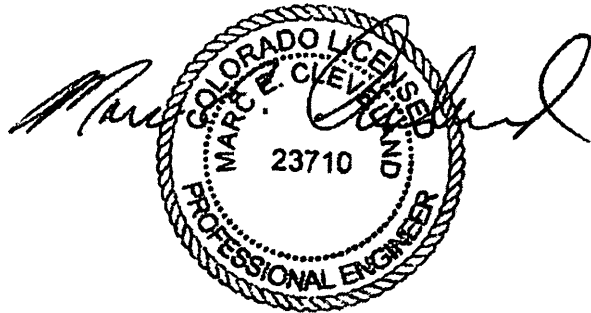


We believe this investigation was conducted in a manner consistent with that level of care and skill ordinarily used by geotechnical engineers practicing under similar conditions. No warranty, express or implied, is made. If we can be of further service in discussing the contents of this report, or in the analysis of the influence of the subsurface conditions on the design of the building or any other aspect of the proposed construction, please call.

CTL | THOMPSON, INC.

Samuel J. Rumel, E.I.T.
Staff Engineer

Reviewed by:



Marc E. Cleveland, P.E.
Senior Principal Engineer

SJR:MEC/nn/bg
Via e-mail: russ.orsi@dutchbros.com
andrewl@gnicharch.com
nmcfarland@caseengineeringinc.com

Marc E. Cleveland
Aug 8, 2024 9:31
AM

Dear Brayan Marin,

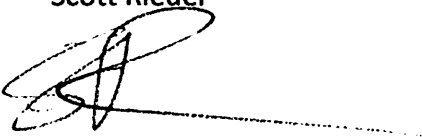
We are addressing the email request as to the hours of operation for dirt project at the address of 14205 Florence Ct will be as follows 7: 00 am to 6;00 p.m.

As far as the request for a certification of soil please see engineer report of soil and page of certification.

Please let me now if there is anything else I need.


Sincerely,

Scott Riedel

A handwritten signature in black ink, appearing to be 'SR', with a long horizontal line extending to the right.

CONSTRUCTION CONTRACT

I. The Parties. This Construction Contract ("Agreement") is made between:

 **Client:** Scott RIEDEL with a mailing address of 14025 City of BRIGHTON
State of Colorado, ("Client") FLORANCE
CT

AND

Contractor: LAIRD AND SON SERVICES, LLC, with a mailing address of 11778 N
BEASLY RD, City of LONGMONT, State of COLORADO ("Contractor").

WHEREAS the Client intends to pay the Contractor for Services provided, effective 8/23/24, 2022, under the following terms and conditions:

II. The Services. The Contractor agrees to perform the following:

- 1) Haul + DELIVER FILL DIRT
FROM CONSTRUCTION SITE TO
- 2) OWNER'S ADDRESS
- 3) _____

Hereinafter known as the "Services".

III. Payment. In consideration for the Services to be performed by the Contractor, the Client agrees to pay the following: (check one)

- \$ ____ / Hour.
- \$ _____ for the Services.
- Commission in the amount of: _____.
- Other: \$85 / LOAD

Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld.

The Contractor agrees to be paid: (check one)

- At completion of the Services performed.
- On a weekly monthly quarterly basis beginning on _____, 20____ until the completion of the Services.
- Other: _____

IV. Due Date. The Services provided by the Contractor shall: (check one)

- Be completed by _____, 20__.
- Not have a due date.
- Other: _____.

V. Expenses. The Contractor shall be: (check one)

- Responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

- *Reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement:

_____ \$857/LOAD _____.

*The Client will be required to pay the Contractor within thirty (30) days of any Expense after receiving an itemized expense statement from the Contractor. Upon request by the Client, the Contractor may have to show any receipt(s) or proof of purchase for said Expense(s).

VI. Liability Insurance (Minimum (\$) Amount). The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

The minimum amount (\$) for the Liability Insurance shall: (check one)

- Be a maximum amount of combined single limit of \$1,000,000.
- Not have a minimum amount required.

VII. Termination. This Agreement shall terminate upon the: (check one)

- Completion of the Services provided.
- Date of _____, 20__.
- Other: _____.

In addition, the Client or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

VIII. Option to Terminate. The Client and Contractor shall: (check one)

- Have the option to terminate this Agreement at any time by providing ____ days' written notice.
- Not have the option to terminate this Agreement unless there is reasonable cause, as defined in Section VII.

IX. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order the work is performed; Contractor has the right to hire assistant(s) as subcontractors or to use employees to provide the Services required under this Agreement. Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client; The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor; Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement; and Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

X. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XI. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for:

Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; Make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

XII. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible for shall be liable to all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

XIII. Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XIV. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XV. Indemnification. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XVI. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's Services to the Client. Upon termination of the Contractor's Services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business. The Contractor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

XVII. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and The Client will be entitled to use Contractor's name and/or likeness in advertising and other materials.

XVIII. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

XIX. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVI & XVII of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.


XX. Governing Law. This Agreement shall be governed under the laws in the State of COLORADO

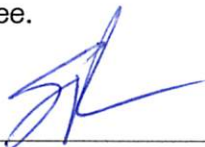
XXI. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXII. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XXIII. Additional Terms and Conditions.

XXIV. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

 Client's Signature



Date:

8/22/24

Print Name Scott Riedel.

Contractor's Signature [Signature] Date: 7/22/22

Company: LAIRD AND SON SERVICES,LLC

Print Name: Tommy LAIRD.



ADAMS COUNTY COLORADO

TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0166887	0157122103004	Jul 3, 2024	2024-07-03-TML-14117

RIEDEL BRANDI AND
13606 XAVIER LN STE F
BROOMFIELD, CO 80023-3604

Situs Address	Payor
14025 FLORENCE CT	SCOTT RIEDEL AND BRANDI RIEDEL 13606 XAVIER LN STE F BROOMFIELD, CO 80023-3604

Legal Description
SUB:THE RIDGE AT RIVERDALE SUBDIVISION BLK:3 LOT:2

Property Code	Actual	Assessed	Year	Area	Mill Levy
RES IMPRV LAND - 1112	242,250	15,650	2023	290	104.522
SINGLE FAMILY RES - 1212	1,291,750	83,440	2023	290	104.522

Payments Received

Check	\$5,178.54
Check Number 8136	
Payor SCOTT RIEDEL AND BRANDI RIEDEL 13606 XAVIER LN STE F BROOMFIELD, CO 80023-3604	

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2023	Interest Charge	\$310.71	\$0.00	\$0.00	\$310.71
2023	Tax Charge	\$10,357.08	\$0.00	\$5,178.54	\$5,178.54
				\$5,178.54	\$5,489.25
Balance Due as of Jul 3, 2024					\$5,489.25

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

EMAIL: treasurer@adco.gov | PHONE: 720.523.6160 | WEBSITE: www.adcotax.com

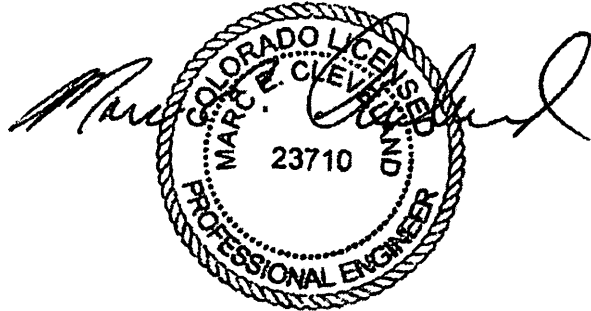


We believe this investigation was conducted in a manner consistent with that level of care and skill ordinarily used by geotechnical engineers practicing under similar conditions. No warranty, express or implied, is made. If we can be of further service in discussing the contents of this report, or in the analysis of the influence of the subsurface conditions on the design of the building or any other aspect of the proposed construction, please call.

CTL | THOMPSON, INC.

Samuel J. Rumel, E.I.T.
Staff Engineer

Reviewed by:



Marc E. Cleveland, P.E.
Senior Principal Engineer

SJR:MEC/nn/bg
Via e-mail: russ.orsi@dutchbros.com
andrewl@gnicharch.com
nmcfarland@caseengineeringinc.com

Marc E. Cleveland
Aug 8, 2024 9:31
AM

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What's This?

Result Row from 1 - 150

QGo

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3/29/2022 at 9:19 AM, 1 OF 27,
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TD Pgs: 0 Josh Zygielbaum, Adams County, CO.**

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Number of Pages 27

Borrower RIEDEL BRANDI
RIEDEL SCOTT

Lender PNC BANK N.A.

Doc Links

Legal

Doc. Legals LOT:2 BLK:3 SUB:THE RIDGE
AT RIVERDALE SUBDIVISION

After Recording Return To:
PNC Bank, N.A.
P. O. Box 8800
Dayton, OH 45401-8800
ATTN: PNC Bank, N.A.

Prepared By:
Carine Swords
PNC Bank, N.A.
P. O. Box 8800
Dayton, OH 45401-8800

[Space Above This Line]

DEED OF

DEFINITIONS

Words used in multiple sections of this document are de
3 11 13 18 20 and 21. Certain rules regarding the use

14) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

NOTE: To ensure a maximum productive life of this well, perforated casing should be set through the entire producing interval of the approved zone or aquifer indicated above.

NOTE: Expired permit no. 79636-F was previously issued for this lot.

NOTE: This permit will expire on the expiration date unless the well is constructed and a pump is installed by that date. A Well Construction and Test Report (GWS-31) and Pump Installation and Test Report (GWS-32) must be submitted to the Division of Water Resources to verify the well has been constructed and the pump has been installed. A one-time extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: <http://www.water.state.co.us>



Date Issued: 3/4/2020

Expiration Date: 3/4/2021

Issued By DEBRA GONZALES

PERMIT HISTORY

- 04-05-2022 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO BRANDI RIEDEL
- 04-05-2022 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO SCOTT RIEDEL
- 05-22-2020 GEOPHYSICAL LOG WAIVED