

Board of County Commissioners

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

PUBLIC HEARING AGENDA

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

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday February 13, 2018 9:30 AM

- 1. ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. MOTION TO APPROVE AGENDA
- 4. AWARDS AND PRESENTATIONS
 - A. Resolution Recognizing Lindsey Burleson as the 2018 Adams County Fair Queen and Racheal Lampo as the 2018 Lady-in-Waiting
 - **B.** Presentation of the 2018 Adams County Fair Royalty

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- **A.** List of Expenditures Under the Dates of January 26-February 2, 2018
- **B.** Minutes of the Commissioners' Proceedings from February 6, 2018

C. Resolution for Final Acceptance of the Public Improvements Constructed at the Midtown at Clear Creek Subivision Filing No. 8, (Case No. PRC2015-00018 and SUB2016-00001) (File approved by ELT) D. Resolution for Final Acceptance of Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing no. 7, Case No. PRC2015-00012 and SIA2016-00001 (File approved by ELT) E. Resolution Approving Ambulance Service License for Southeast Weld Fire District (File approved by ELT) F. Resolution Approving an Amendment to the Subdivision Improvements Agreement for Shook Subdivision (File approved by ELT) G. Resolution Accepting a Warranty Deed from Robert E. Croff and Linda L. Croff to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT) H. Resolution Approving Right-of-Way Agreement between Adams County and Hyland Hills Park and Recreation District, for Property Necessary for the Lowell Boulevard Improvements Project – Clear Creek to West 62nd Avenue (File approved by ELT) I. Resolution Accepting a Warranty Deed from Lloyd Linnebur and Shirley A. Linnebur to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT) J. Resolution Approving Close Out of the Waste Water Treatment Plant Fund (Fund 44) and Authorizing the Director of Finance and the Adams County Treasurer to Transfer Fund Balances to Front Range Airport Fund (Fund 43) (File approved by ELT) K. Resolution Supporting Reauthorization by the General Assembly of the Colorado Lottery Division in 2018 (File approved by ELT) L. Resolution Regarding Defense and Indemnification of Gilbert Abdulla as a

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving Amendment Three to the Agreement between Adams County and Neon Rain Interactive, LLC for an E-Permit Sub-Site (File approved by ELT)
- Resolution Approving Amendment One to the Agreement between Adams County and Intervention Inc., to Provide Substance Abuse Monitoring Services
 (File approved by ELT)

Defendant Pursuant to C.R.S. § 24-10-101, Et Seq.

(File approved by ELT)

Resolution Approving Amendment One to the Agreement between
Adams County and Geo Reentry Services to Provide Substance Abuse
Monitoring Services
(File approved by ELT)

- 4. Resolution Approving Amendment Two to the Agreement between Adams County and the Hope Initiative to Provide Life Skills Services (File approved by ELT)
- Resolution Approving Amendment Two to the Agreement between Adams County and Lifelong Inc., to Provide Life Skills Services (File approved by ELT)
- Resolution Approving Amendment Two to the Agreement between Adams County and the Griffith Center to Provide Visitation Services (File approved by ELT)

B. COUNTY ATTORNEY

- 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for the Purpose of Advising Negotiators Regarding Economic Incentives
- 9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Regional Transportation Authority

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 13, 2018
SUBJECT: Presentation of the 2018 Adams County Fair Royalty
FROM: Mary Willis
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the 2018 Adams County Fair Royalty as official representatives of the Adams County Fair.

BACKGROUND:

The Adams County Parks and Open Space Department conducted the 2018 royalty competition in September at the Regional Park Complex. Contestants competed in the areas of horsemanship, personal interviews, application completeness, modeling, impromptu questions and etiquette. Racheal Lampo was selected as the 2018 Lady-in-Waiting who will promote the Adams County Fair alongside Lindsey Burleson, the 2018 Queen.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks and Open Space.

ATTACHED DOCUMENTS:

2018 Adams County Fair Royalty Resolution

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fisc section below.	cal impact, pl	ease fully com	plete the
Fund: 01			
Cost Center: 5010			
	Object Account	Subledger	Amount
Current Budgeted Revenue:	6331		1000.00
Additional Revenue not included in Current Budget:			
Total Revenues:			\$1000.00
		=	
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8676.101		5000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:		_	\$5000.00
		- -	
New FTEs requested: YES NO			

 \boxtimes NO

☐ YES

Additional Note:

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

RESOLUTION RECOGNIZING LINDSEY BURLESON AS THE 2018 ADAMS COUNTY FAIR QUEEN AND RACHEAL LAMPO AS THE 2018 LADY-IN-WAITING

WHEREAS, Adams County is holding the 2018 Adams County Fair from August 1, 2018 through August 5, 2018; and,

WHEREAS, There is a strong tradition in the county to hold an Annual Fair with a Fair Queen and Lady-in-Waiting presiding over the festivities; and,

WHEREAS, Adams County is proud of its youth and proud to honor young women in the county with the Fair Queen and Lady-in-Waiting coronation; and,

WHEREAS, Adams County has an approved Adams County Fair Queen and Lady-in-Waiting position with adopted roles and responsibilities and a procedure for selecting the Adams County Fair Queen and Lady-in-Waiting; and,

WHEREAS, Adams County has held the Adams County Fair Queen and Lady-in-Waiting competition and selected Lindsey Burleson as the official representative of the 2018 Adams County Fair as Fair Queen and Racheal Lampo as the official representative of the 2018 Adams County Fair as the Lady-in-Waiting; and,

WHEREAS, Lindsey Burleson and Racheal Lampo are the role models in the community and the county recognizes their many accomplishments that qualify them for this role as ambassadors and Queen of the Fair and Lady-in-Waiting of the fair.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Lindsey Burleson is the official 2018 Adams County Fair Queen and Racheal Lampo is the official 2018 Adams County Fair Lady-in-Waiting.

02/02/18 10:36:31

County of Adams Net Warrant by Fund Summary

Fund	Fund	
Number	Description	Amount
1	General Fund	1,564,211.17
5	Golf Course Enterprise Fund	600.00
6	Equipment Service Fund	30,721.77
7	Stormwater Utility Fund	1,617.00
19	Insurance Fund	114,043.25
30	Community Dev Block Grant Fund	1,468.95
31	Head Start Fund	20,318.41
35	Workforce & Business Center	5,147.10
43	Front Range Airport	22,681.19
94	Sheriff Payables	8,134.00
	_	1,768,942.84

Page -

10:39:15

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00719558	40398	CINTAS CORPORATION #66	01/26/18	284.46
00719563	99357	COLO MEDICAL WASTE INC	01/26/18	150.00
00719565	13049	COMMUNITY REACH CENTER	01/26/18	480.00
00719566	13049	COMMUNITY REACH CENTER	01/26/18	1,600.00
00719567	13049	COMMUNITY REACH CENTER	01/26/18	3,360.00
00719568	165772	DANIELS MICHELLE K	01/26/18	36.73
00719569	620784	FREDERICKSON SARAH	01/26/18	18.64
00719570	12689	GALLS LLC	01/26/18	2,033.82
00719571	426646	LIETZAN MARY	01/26/18	11.12
00719573	13720	MOTOROLA INC	01/26/18	7,329.75
00719574	13591	MWI VETERINARY SUPPLY CO	01/26/18	1,773.48
00719575	669732	PATTERSON VETERINARY SUPPLY IN	01/26/18	47.84
00719576	308437	RANDSTAD US LP	01/26/18	834.04
00719583	620787	WESSON ANNABELLE	01/26/18	16.35
00719586	338508	WRIGHTWAY INDUSTRIES INC	01/26/18	906.60
00719587	378168	ZOETIS LLC	01/26/18	288.70
00719590	331241	ALLEN JANIE	01/29/18	600.00
00719591	207887	ALLEN JUDITH	01/29/18	600.00
00719593	57143	BROOMFIELD CITY AND COUNTY	01/29/18	91,697.00
00719599	308324	DELGADO NICOLE	01/29/18	53.50
00719600	304520	DELL PREFERRED ACCOUNT	01/29/18	21,863.12
00719602	100078	HAYES REBECCA A	01/29/18	1,890.00
00719604	25664	NEMNICH DARLENE	01/29/18	150.00
00719605	483074	OGENA SOLUTIONS LLC	01/29/18	37.64
00719606	350851	PHIPPEN ANNELIESE	01/29/18	150.00
00719607	26500	PURPLE CIRCLE 4-H CLUB	01/29/18	103.00
00719614	383698	ALLIED UNIVERSAL SECURITY SERV	01/30/18	3,510.37
00719615	12012	ALSCO AMERICAN INDUSTRIAL	01/30/18	80.90
00719616	482107	ANNESE DEREK	01/30/18	43.82
00719617	13160	BRIGHTON CITY OF (WATER)	01/30/18	2,641.63
00719618	13160	BRIGHTON CITY OF (WATER)	01/30/18	860.35
00719619	13160	BRIGHTON CITY OF (WATER)	01/30/18	140.00
00719620	13160	BRIGHTON CITY OF (WATER)	01/30/18	11,257.87
00719621	678379	BROWN NICK	01/30/18	46.00
00719622	255194	CHAMBERS HOLDINGS LLC	01/30/18	14,776.34
00719623	520612	CHRISTOPHER JUSTIN	01/30/18	54.39

10:39:15

Page -

2

1 General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00719624	6331	COLO ASSESSORS ASSN	01/30/18	140.00
00719625	330717	COLO DEPT OF TREASURY	01/30/18	46.12
00719626	209334	COLO NATURAL GAS INC	01/30/18	136.02
00719627	255001	COPYCO QUALITY PRINTING INC	01/30/18	750.00
00719629	326855	DENTON CLAUDE	01/30/18	156.63
00719630	520339	DOUGLASS CHRISTOPHER	01/30/18	46.16
00719631	13409	EASTERN DISPOSE ALL	01/30/18	163.50
00719632	371967	EVANOFF MATTHEW	01/30/18	28.23
00719633	83292	GONZALEZ ROSA	01/30/18	374.75
00719635	79260	IDEXX DISTRIBUTION INC	01/30/18	1,106.13
00719636	13565	INTERMOUNTAIN REA	01/30/18	129.38
00719637	33864	JEFFERY ROBERT C	01/30/18	165.50
00719638	244200	KRAUSE ZANE	01/30/18	73.03
00719641	13591	MWI VETERINARY SUPPLY CO	01/30/18	3,975.22
00719642	12383	PEPPERDINE'S MARKING PRODUCTS	01/30/18	35.15
00719643	91870	PFX PET SUPPLY	01/30/18	358.00
00719644	4842	PITNEY BOWES	01/30/18	399.96
00719646	422902	ROADRUNNER PHARMACY INCORPORAT	01/30/18	74.55
00719647	426034	RYSKA PAVEL	01/30/18	16.35
00719649	255505	SHERMAN & HOWARD LLC	01/30/18	1,168.75
00719650	13538	SHRED IT USA LLC	01/30/18	555.70
00719651	13932	SOUTH ADAMS WATER & SANITATION	01/30/18	416.78
00719652	13932	SOUTH ADAMS WATER & SANITATION	01/30/18	44.86
00719653	13932	SOUTH ADAMS WATER & SANITATION	01/30/18	44.86
00719654	13932	SOUTH ADAMS WATER & SANITATION	01/30/18	456.15
00719655	13932	SOUTH ADAMS WATER & SANITATION	01/30/18	23.64
00719656	13932	SOUTH ADAMS WATER & SANITATION	01/30/18	1,129.74
00719657	32686	SPECIALTY INCENTIVES INC	01/30/18	1,034.28
00719658	5916	STANLEY ACCESS TECH LLC	01/30/18	1,290.45
00719659	277420	VANGORDER MIKE	01/30/18	127.53
00719660	338824	WORLD DATA CORPORATION	01/30/18	1,775.00
00719661	338508	WRIGHTWAY INDUSTRIES INC	01/30/18	50.40
00719662	13822	XCEL ENERGY	01/30/18	581.97
00719663	13822	XCEL ENERGY	01/30/18	2,304.47
00719666	383698	ALLIED UNIVERSAL SECURITY SERV	01/31/18	1,433.60
00719667	661015	CHP METRO NORTH LLC	01/31/18	247.72

County of Adams

Net Warrants by Fund Detail

Page - 3

02/02/18

10:39:15

l General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00719669	87117	GRANICUS INC	01/31/18	300.00
00719670	433932	INDUSTRIAL PIPE SOLUTIONS	01/31/18	19,934.00
00719671	678383	LILLIE ALEXANDRA	01/31/18	50.00
00719673	42431	MOUNTAIN STATES IMAGING LLC	01/31/18	606.08
00719674	433987	ADCO DISTRICT ATTORNEY'S OFFIC	01/31/18	294.83
00719676	678385	JURADO CHRISTINA	01/31/18	11.70
00719677	433729	ORBIS PARTNERS INC	01/31/18	6,177.00
00719678	140732	RAAZ JOSH	01/31/18	47.85
00719679	93203	ADAMS COUNTY EDUCATION CONSORT	02/01/18	21,500.00
00719684	47130	HANSELMAN MICALENA	02/01/18	6.49
00719688	12383	PEPPERDINE'S MARKING PRODUCTS	02/01/18	155.00
00719689	562558	SAFE SOFTWARE INC	02/01/18	450.00
00719691	158184	UTILITY NOTIFICATION CENTER OF	02/01/18	221.85
00719758	188721	CARTEGRAPH SYSTEMS INC	02/02/18	78,400.00
00719763	437554	CSU EXTENSION	02/02/18	24,749.64
00719764	152261	DATASPEC LLC	02/02/18	449.00
00719765	42540	DELL MARKETING LP	02/02/18	33,350.12
00719767	289637	GENERAL NETWORKS	02/02/18	64.35
00719768	113247	GLOBAL SOFTWARE INC	02/02/18	20,799.00
00719769	87117	GRANICUS INC	02/02/18	300.00
00719770	32276	INSIGHT PUBLIC SECTOR	02/02/18	15,945.20
00719772	536256	KIMMEL KENZIE NICOLE	02/02/18	182.03
00719774	286760	PHAM HUNG	02/02/18	117.28
00719775	51602	SAP PUBLIC SERVIES INC	02/02/18	23,169.28
00719777	277448	TEKDOG INC	02/02/18	7,766.00
00719778	1094	TRI COUNTY HEALTH DEPT	02/02/18	294,546.00
00719779	1094	TRI COUNTY HEALTH DEPT	02/02/18	294,546.00
00719781	44841	UHING CHRISTOPHER	02/02/18	103.01
00719783	28574	VERIZON WIRELESS	02/02/18	302.28
00719784	5375	VERTEX INC	02/02/18	9,285.00
00719809	42779	ADAMS COUNTY COMMUNICATION CEN	02/02/18	384,376.25
00719810	37266	CENTURY LINK	02/02/18	419.00
00719811	647801	CML SECURITY LLC	02/02/18	84,550.00
00719812	2157	COLO OCCUPATIONAL MEDICINE PHY	02/02/18	470.00
00719813	78873	COMCAST CABLE	02/02/18	1.06
00719814	255001	COPYCO QUALITY PRINTING INC	02/02/18	2,368.00

Net Warrants by Fund Detail

1	General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00719815	8154	COUNTY SHERIFFS OF COLO	02/02/18	1,000.00
00719816	248103	DS WATERS OF AMERICA INC	02/02/18	134.67
00719817	541231	FINELINE GRAPHICS	02/02/18	566.47
00719818	80500	IMPROVE GROUP	02/02/18	623.00
00719819	102223	JESCO ELECTRIC INC	02/02/18	386.44
00719820	77611	KD SERVICE GROUP	02/02/18	1,682.05
00719821	36861	LEXIS NEXIS MATTHEW BENDER	02/02/18	2,035.11
00719822	13375	MCINTOSH MICHAEL TODD	02/02/18	394.02
00719823	13688	METRONORTH CHAMBER OF COMMERCE	02/02/18	1,800.00
00719824	603778	NORCHEM DRUG TESTING LABORATOR	02/02/18	32.04
00719825	260201	NORTHWEST PARKWAY LLC	02/02/18	157.90
00719826	163837	PTS OF AMERICA LLC	02/02/18	2,554.00
00719827	750900	ROBBINS MICHAEL A	02/02/18	103.12
00719828	53265	SAMS CLUB	02/02/18	264.91
00719829	13538	SHRED IT USA LLC	02/02/18	431.10
00719830	281167	SPECTRA CONTRACT FLOORING SERV	02/02/18	275.00
00719831	414086	SQUEEGEE SQUAD	02/02/18	365.00
00719832	76394	SYMBOL ARTS	02/02/18	1,571.00
00719833	66264	SYSTEMS GROUP	02/02/18	32,950.00
00719835	666214	TYGRETT DEBRA R	02/02/18	284.00

Fund Total 1,564,211.17

Page -

5

Page -

5	Golf Course	Golf Course Enterprise Fund				
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
	00719834	66264	SYSTEMS GROUP	02/02/18	600.00	
				Fund Total	600 00	

Page -

Net Warrants by Fund Detail

Equipment Service Fund

6

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00719588	11657	A & E TIRE INC	01/29/18	1,378.11
00719610	16237	SAM HILL OIL INC	01/29/18	11,708.27
00719611	24560	WIRELESS ADVANCED COMMUNICATIO	01/29/18	10,439.23
00719613	11657	A & E TIRE INC	01/30/18	1,532.50
00719648	16237	SAM HILL OIL INC	01/30/18	3,284.48
00719664	11657	A & E TIRE INC	01/31/18	160.92
00719665	295403	ABRA AUTO BODY & GLASS	01/31/18	505.00
00719682	644060	FORD TANNER	02/01/18	763.30
00719685	526990	JB AUTO CLEAN	02/01/18	320.00
00719690	44972	SPURRIER MICHAEL	02/01/18	629.96
			Fund Total	30,721.77

Page -

7	Stormwater Utility Fund					
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
	00719675	516996	EZ PAWN 40114	01/31/18	1,617.00	
				Fund Total	1,617.00	

Page -

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00719608	573987	PUTMAN IRA EUGENE	01/29/18	65.00
00719634	515095	HAYS COMPANIES	01/30/18	17,200.43
00719639	438093	LEONARD KELLY K	01/30/18	295.77
00719640	32881	MERCER HUMAN RESOURCE CONSULTI	01/30/18	669.40
00719668	17565	COLO FRAME & SUSPENSION	01/31/18	14,168.50
00719672	174580	MILE HIGH FITNESS	01/31/18	1,570.00
00719686	573138	MOZEE ARCELIA	02/01/18	74.15
00719762	678669	COLTAF TRUST ACCOUNT	02/02/18	80,000.00
			Fund Total	114,043.25

Page -

9

30	Community	Dev Block Grant Fu	nd		
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00719628	28575	CURSOR CONTROL	01/30/18	1,465.00
	00719645	592641	REED RICHARD	01/30/18	3.95
				Fund Total	1,468.95

10

Page -

31	Head Start Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00719557	37266	CENTURY LINK	01/26/18	126.46
00719559	5078	COLO DEPT OF HUMAN SERVICES	01/26/18	140.00
00719560	54679	COLO DEPT OF HUMAN SERVICES	01/26/18	134.00
00719561	54679	COLO DEPT OF HUMAN SERVICES	01/26/18	195.00
00719562	54679	COLO DEPT OF HUMAN SERVICES	01/26/18	195.00
00719564	2157	COLO OCCUPATIONAL MEDICINE PHY	01/26/18	25.00
00719578	10449	SIR SPEEDY	01/26/18	67.10
00719581	13770	SYSCO DENVER	01/26/18	7,525.35
00719584	31360	WESTMINSTER PRESBYTERIAN CHURC	01/26/18	2,137.86
00719585	59983	WESTMINSTER PUBLIC SCHOOLS	01/26/18	2,812.00
00719595	327914	CESCO LINGUISTIC SERVICE INC 2	01/29/18	565.21
00719680	152461	CENTURYLINK	02/01/18	10.63
00719681	248029	COMMUNITY REACH CENTER FOUNDAT	02/01/18	6,190.04
00719760	327914	CESCO LINGUISTIC SERVICE INC	02/02/18	194.76
			Fund Total	20,318.41

11

Page -

Net Warrants by Fund Detail

35

Workforce & Business Center

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00719589	4936	ADAMS COUNTY ECONOMIC DEVELOP	01/29/18	5,000.00
00719592	638822	ASHLEY LAURA	01/29/18	20.00
00719594	346818	BROUWER TIFFANY	01/29/18	20.00
00719603	375673	JOSTENS TROY TYSON	01/29/18	40.00
00719612	83770	ZOBEL GABRIELE	01/29/18	7.10
00719683	638337	GONZALES DESTINY A	02/01/18	20.00
00719687	661403	OSTBERG ALISHIA	02/01/18	40.00
			Fund Total	5,147.10

Page -

12

County of Adams

Net Warrants by Fund Detail

43 Front Range Airport

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00719556	674618	CENTENNIAL AIRPORT FOUNDATION	01/26/18	3,000.00
00719572	112383	LOTTMAN OIL COMPANY	01/26/18	330.75
00719577	80258	RAPTOR USED OIL RECOVERY	01/26/18	112.50
00719579	33604	STATE OF COLORADO	01/26/18	744.00
00719580	33604	STATE OF COLORADO	01/26/18	24.00
00719582	80279	VERIZON WIRELESS	01/26/18	474.91
00719601	357695	HACKER SAMANTHA	01/29/18	359.38
00719609	366395	RUPPEL DAVID	01/29/18	241.50
00719757	351622	AURORA WATER	02/02/18	1,456.80
00719759	80257	CENTURYLINK	02/02/18	317.90
00719761	2381	COLO ANALYTICAL LABORATORY	02/02/18	238.00
00719766	80156	DISH NETWORK	02/02/18	143.02
00719771	207387	KEN'S REPRODUCTIONS	02/02/18	83.02
00719773	80249	OFFEN PETROLEUM INC	02/02/18	2,821.73
00719776	80267	SWIMS DISPOSAL	02/02/18	298.75
00719780	80271	TWS AVIATION FUEL SYSTEMS	02/02/18	274.19
00719782	9558	UNIVAR USA INC	02/02/18	747.25
00719785	13822	XCEL ENERGY	02/02/18	12.91
00719786	13822	XCEL ENERGY	02/02/18	21.83
00719787	13822	XCEL ENERGY	02/02/18	35.13
00719788	13822	XCEL ENERGY	02/02/18	116.54
00719789	13822	XCEL ENERGY	02/02/18	188.96
00719790	13822	XCEL ENERGY	02/02/18	249.67
00719791	13822	XCEL ENERGY	02/02/18	656.30
00719792	13822	XCEL ENERGY	02/02/18	1,073.78
00719793	13822	XCEL ENERGY	02/02/18	1,341.21
00719794	13822	XCEL ENERGY	02/02/18	2,506.43
00719795	13822	XCEL ENERGY	02/02/18	957.25
00719796	13822	XCEL ENERGY	02/02/18	1,357.46
00719797	13822	XCEL ENERGY	02/02/18	12.57
00719798	13822	XCEL ENERGY	02/02/18	13.97
00719799	13822	XCEL ENERGY	02/02/18	18.64
00719800	13822	XCEL ENERGY	02/02/18	81.87
00719801	13822	XCEL ENERGY	02/02/18	107.07
00719802	13822	XCEL ENERGY	02/02/18	123.07
00719803	13822	XCEL ENERGY	02/02/18	129.34

13

Page -

43	Front Range Airport						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00719804	13822	XCEL ENERGY	02/02/18	138.12		
	00719805	13822	XCEL ENERGY	02/02/18	148.15		
	00719806	13822	XCEL ENERGY	02/02/18	161.62		
	00719807	13822	XCEL ENERGY	02/02/18	185.28		
	00719808	13822	XCEL ENERGY	02/02/18	1,376.32		
				Fund Total	22,681.19		

Page -

14

94	Sheriff Paya				
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00719596	95935	CLERK OF THE COUNTY COURT	01/29/18	3,664.00
	00719597	92474	COLO DEPT OF HUMAN SERVICES	01/29/18	4,095.00
	00719598	44915	COLO JUDICIAL DEPT	01/29/18	375.00
				Fund Total	8,134.00

02/02/18

15 Page -

10:39:15

Page -

4302	Airport Administration	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00043	918835	298729	01/31/18	12.57
	XCEL ENERGY	00043	918837	298729	01/31/18	18.64
					Account Total	31.21
	Mileage Reimbursements					
	HACKER SAMANTHA	00043	918372	298415	01/26/18	221.49
	HACKER SAMANTHA	00043	918373	298415	01/26/18	137.89
					Account Total	359.38
	Promotion Expense					
	CENTENNIAL AIRPORT FOUNDATION	00043	918156	298017	01/23/18	3,000.00
					Account Total	3,000.00
	Telephone					
	CENTURYLINK	00043	918731	298630	01/30/18	49.31
	VERIZON WIRELESS	00043	918159	298017	01/23/18	434.78
					Account Total	484.09
	Water/Sewer/Sanitation					
	SWIMS DISPOSAL	00043	918427	298530	02/01/18	298.75
					Account Total	298.75
				Γ	Department Total	4,173.43

2

Page -

4308	Airport ATCT	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00043	918836	298729	01/31/18	13.97
	XCEL ENERGY	00043	918846	298730	01/31/18	1,376.32
					Account Total	1,390.29
	Telephone					
	CENTURYLINK	00043	918731	298630	01/30/18	49.90
	CENTURYLINK	00043	918731	298630	01/30/18	120.77
					Account Total	170.67
				Ε	epartment Total	1,560.96

3

Page -

4303	Airport FBO	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Airport Freight					
	LOTTMAN OIL COMPANY	00043	918157	298017	01/23/18	3.75
					Account Total	3.75
	Equipment Maint & Repair					
	TWS AVIATION FUEL SYSTEMS	00043	918749	298630	01/30/18	274.19
					Account Total	274.19
	Gas & Electricity					
	XCEL ENERGY	00043	918415	298523	01/29/18	116.54
					Account Total	116.54
	Licenses and Fees					
	STATE OF COLORADO	00043	918064	297916	01/22/18	.56
	STATE OF COLORADO	00043	918065	297916	01/22/18	1.05
					Account Total	1.61
	Oil & Lubrication					
	LOTTMAN OIL COMPANY	00043	918157	298017	01/23/18	327.00
					Account Total	327.00
	Promotion Expense					
	KEN'S REPRODUCTIONS	00043	918389	298422	01/26/18	83.02
					Account Total	83.02
	Satellite Television					
	DISH NETWORK	00043	918422	298530	01/29/18	143.02
					Account Total	143.02
	Telephone					
	CENTURYLINK	00043	918731	298630	01/30/18	50.11
	VERIZON WIRELESS	00043	918159	298017	01/23/18	40.13
					Account Total	90.24
	Waste Oil Recovery					
	RAPTOR USED OIL RECOVERY	00043	918158	298017	01/23/18	112.50
					Account Total	112.50
				Ι	Department Total	1,151.87

Page -

4304	Airport Operations/Maintenance	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Diesel					
	OFFEN PETROLEUM INC	00043	918390	298422	01/26/18	2,806.13
					Account Total	2,806.13
	Gas & Electricity					
	XCEL ENERGY	00043	918412	298523	01/29/18	12.91
	XCEL ENERGY	00043	918413	298523	01/29/18	21.83
	XCEL ENERGY	00043	918414	298523	01/29/18	431.11
	XCEL ENERGY	00043	918414	298523	01/29/18	234.83-
	XCEL ENERGY	00043	918414	298523	01/29/18	161.15-
	XCEL ENERGY	00043	918416	298523	01/29/18	44.20
	XCEL ENERGY	00043	918416	298523	01/29/18	146.23
	XCEL ENERGY	00043	918416	298523	01/29/18	1.47-
	XCEL ENERGY	00043	918417	298525	01/29/18	251.65
	XCEL ENERGY	00043	918417	298525	01/29/18	1.98-
	XCEL ENERGY	00043	918418	298525	01/29/18	656.30
	XCEL ENERGY	00043	918420	298525	01/29/18	1,622.05
	XCEL ENERGY	00043	918420	298525	01/29/18	280.84-
	XCEL ENERGY	00043	918421	298525	01/29/18	1,500.20
	XCEL ENERGY	00043	918421	298525	01/29/18	1,006.23
	XCEL ENERGY	00043	918732	298630	01/30/18	1,330.60
	XCEL ENERGY	00043	918732	298630	01/30/18	360.91-
	XCEL ENERGY	00043	918732	298630	01/30/18	12.44-
	XCEL ENERGY	00043	918733	298630	01/30/18	646.07
	XCEL ENERGY	00043	918733	298630	01/30/18	932.95
	XCEL ENERGY	00043	918733	298630	01/30/18	221.56-
	XCEL ENERGY	00043	918838	298729	01/31/18	81.87
	XCEL ENERGY	00043	918839	298729	01/31/18	107.07
	XCEL ENERGY	00043	918840	298729	01/31/18	123.07
	XCEL ENERGY	00043	918841	298730	01/31/18	129.34
	XCEL ENERGY	00043	918842	298730	01/31/18	138.12
	XCEL ENERGY	00043	918843	298730	01/31/18	148.15
	XCEL ENERGY	00043	918844	298730	01/31/18	161.62
	XCEL ENERGY	00043	918845	298730	01/31/18	48.46
	XCEL ENERGY	00043	918845	298730	01/31/18	136.82
					Account Total	8,401.67

5

Page -

4304	Airport Operations/Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Licenses and Fees					
	OFFEN PETROLEUM INC	00043	918390	298422	01/26/18	15.60
					Account Total	15.60
				D	epartment Total	11,223.40

Page -

2051	ANS - Administration	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Animal Control/Shelter					
	LILLIE ALEXANDRA	00001	918668	298605	01/30/18	50.00
					Account Total	50.00
				D	epartment Total	50.00

Page -

2053	ANS - Kennel Operations	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	OGENA SOLUTIONS LLC	00001	918369	298415	01/26/18	37.64
					Account Total	37.64
				D	epartment Total	37.64

Page -

1011	Board of County Commissioners	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	PEPPERDINE'S MARKING PRODUCTS	00001	918719	298620	01/30/18	155.00
					Account Total	155.00
				D	epartment Total	155.00

Page -

1041	County Assessor	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Education & Training					
	COLO ASSESSORS ASSN	00001	918362	298395	01/26/18	140.00
					Account Total	140.00
	Operating Supplies					
	PEPPERDINE'S MARKING PRODUCTS	00001	918363	298395	01/26/18	24.75
	PEPPERDINE'S MARKING PRODUCTS	00001	918364	298395	01/26/18	10.40
					Account Total	35.15
				D	epartment Total	175.15

10

Page -

941017	CDBG 2017/2018	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Postage & Freight					
	REED RICHARD	00030	918425	298532	01/29/18	3.95
					Account Total	3.95
	Software and Licensing					
	CURSOR CONTROL	00030	918424	298531	01/29/18	1,465.00
					Account Total	1,465.00
				D	epartment Total	1,468.95

11

Page -

1020	CLK Administration	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	GONZALEZ ROSA	00001	918322	298269	01/25/18	374.75
					Account Total	374.75
				De	epartment Total	374.75

12

Page -

1022	CLK Elections	Fund	Voucher	Batch No	GL Date	Amount
	Destruction of Records	20004	0.4.0.0.		0.1 (0.7 (1.0	
	SHRED IT USA LLC	00001	918325	298269	01/25/18	60.00
					Account Total	60.00
	Equipment Rental					
	PITNEY BOWES	00001	918323	298269	01/25/18	399.96
					Account Total	399.96
				D	epartment Total	459.96

13

Page -

1023	CLK Motor Vehicle	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Books					
	WORLD DATA CORPORATION	00001	918327	298269	01/25/18	1,775.00
					Account Total	1,775.00
	Destruction of Records					
	SHRED IT USA LLC	00001	918324	298269	01/25/18	295.70
					Account Total	295.70
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	918317	298269	01/25/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	918318	298269	01/25/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	918319	298269	01/25/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	918320	298269	01/25/18	18.41
					Account Total	80.90
	Other Professional Serv					
	STANLEY ACCESS TECH LLC	00001	918326	298269	01/25/18	1,290.45
					Account Total	1,290.45
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	918321	298269	01/25/18	750.00
					Account Total	750.00
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	918315	298269	01/25/18	1,836.95
	ALLIED UNIVERSAL SECURITY SERV	00001	918316	298269	01/25/18	1,673.42
					Account Total	3,510.37
				Γ	Department Total	7,702.42

14

Page -

1051	District Attorney	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	DA Services - Broomfield					
	BROOMFIELD CITY AND COUNTY	00001	918404	298518	01/29/18	91,697.00
					Account Total	91,697.00
	Mileage Reimbursements					
	DELGADO NICOLE	00001	918367	298411	01/26/18	53.50
	JURADO CHRISTINA	00001	918746	298634	01/30/18	11.70
	RAAZ JOSH	00001	918748	298634	01/30/18	47.85
					Account Total	113.05
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	918745	298634	01/30/18	57.43
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	918745	298634	01/30/18	102.92
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	918745	298634	01/30/18	134.48
					Account Total	294.83
				Ε	Department Total	92,104.88

15

Page -

9261	DA- Diversion Project	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Software and Licensing					
	ORBIS PARTNERS INC	00001	918747	298634	01/30/18	6,177.00
					Account Total	6,177.00
	Travel & Transportation					
	JEFFERY ROBERT C	00001	918752	298640	01/30/18	165.50
					Account Total	165.50
				D	epartment Total	6,342.50

16

Page -

7041	Economic Development Center	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	ADAMS COUNTY EDUCATION CONSORT	00001	918856	298788	02/01/18	21,500.00
					Account Total	21,500.00
				D	epartment Total	21,500.00

17

Page -

97802	Employment Support Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Membership Dues					
	ADAMS COUNTY ECONOMIC DEVELOP	00035	918259	298240	01/25/18	5,000.00
					Account Total	5,000.00
				D	epartment Total	5,000.00

18

Page -

6	Equipment Service Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	918378	298418	01/26/18	1,041.23
	A & E TIRE INC	00006	918379	298418	01/26/18	336.88
	A & E TIRE INC	00006	918428	298542	01/29/18	1,532.50
	A & E TIRE INC	00006	918769	298500	01/30/18	160.92
	ABRA AUTO BODY & GLASS	00006	918765	298500	01/30/18	25.00
	ABRA AUTO BODY & GLASS	00006	918766	298500	01/30/18	160.00
	ABRA AUTO BODY & GLASS	00006	918767	298500	01/30/18	160.00
	ABRA AUTO BODY & GLASS	00006	918768	298500	01/30/18	160.00
	SAM HILL OIL INC	00006	918649	298542	01/30/18	1,156.76
	SAM HILL OIL INC	00006	918430	298542	01/29/18	2,127.72
	SAM HILL OIL INC	00006	918376	298418	01/26/18	11,708.27
	WIRELESS ADVANCED COMMUNICATIO	00006	918377	298418	01/26/18	10,439.23
					Account Total	29,008.51
				De	epartment Total	29,008.51

19

Page -

9243	Extension - Family & Consumer	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	918750	298639	01/30/18	41.15
					Account Total	41.15
				D	epartment Total	41.15

20

Page -

9240	Extension - Horticulture	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	918750	298639	01/30/18	41.15
					Account Total	41.15
	Other Professional Serv					
	CSU EXTENSION	00001	918754	298639	01/30/18	3,425.00
					Account Total	3,425.00
				I	Department Total	3,466.15

21

Page -

9241	Extension- Administration	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	918750	298639	01/30/18	96.53
					Account Total	96.53
	Other Professional Serv					
	CSU EXTENSION	00001	918754	298639	01/30/18	3,425.00
					Account Total	3,425.00
				Ι	Department Total	3,521.53

22

Page -

9244	Extension- 4-H/Youth	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	KIMMEL KENZIE NICOLE	00001	918751	298639	01/30/18	182.03
	UHING CHRISTOPHER	00001	918753	298639	01/30/18	103.01
					Account Total	285.04
	Other Communications					
	VERIZON WIRELESS	00001	918750	298639	01/30/18	41.15
	VERIZON WIRELESS	00001	918750	298639	01/30/18	41.15
	VERIZON WIRELESS	00001	918750	298639	01/30/18	41.15
					Account Total	123.45
	Other Professional Serv					
	CSU EXTENSION	00001	918754	298639	01/30/18	3,425.00
	CSU EXTENSION	00001	918754	298639	01/30/18	14,474.64
					Account Total	17,899.64
				Γ	Department Total	18,308.13

23

Page -

1018	Finance General Accounting	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	HANSELMAN MICALENA	00001	918855	298788	02/01/18	6.49
					Account Total	6.49
				De	epartment Total	6.49

24

Page -

9114	Fleet- Commerce	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Tools Reimbursement					
	FORD TANNER	00006	918674	298606	01/30/18	763.30
	SPURRIER MICHAEL	00006	918673	298606	01/30/18	629.96
					Account Total	1,393.26
	Vehicle Repair & Maint					
	JB AUTO CLEAN	00006	918360	298393	01/26/18	80.00
	JB AUTO CLEAN	00006	918361	298393	01/26/18	80.00
	JB AUTO CLEAN	00006	918671	298606	01/30/18	80.00
	JB AUTO CLEAN	00006	918672	298606	01/30/18	80.00
					Account Total	320.00
				D	epartment Total	1,713.26

25

Page -

43	Front Range Airport	Fund	Voucher	Batch No	GL Date	Amount
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	918064	297916	01/22/18	743.44
	STATE OF COLORADO	00043	918065	297916	01/22/18	22.95
					Account Total	766.39
				I	Department Total	766.39

26

Page -

1091	FO - Administration	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Building Rental					
	CHAMBERS HOLDINGS LLC	00001	918677	298607	01/30/18	14,776.34
					Account Total	14,776.34
	Gas & Electricity					
	Energy Cap Bill ID=8051	00001	918698	298612	01/16/18	136.02
	Energy Cap Bill ID=8053	00001	918699	298612	01/18/18	581.97
					Account Total	717.99
	Mileage Reimbursements					
	ANNESE DEREK	00001	918683	298607	01/30/18	43.82
	BROWN NICK	00001	918678	298607	01/30/18	46.00
	CHRISTOPHER JUSTIN	00001	918681	298607	01/30/18	54.39
	DENTON CLAUDE	00001	918682	298607	01/30/18	156.63
	DOUGLASS CHRISTOPHER	00001	918686	298607	01/30/18	46.16
	EVANOFF MATTHEW	00001	918684	298607	01/30/18	28.23
	KRAUSE ZANE	00001	918680	298607	01/30/18	73.03
	RYSKA PAVEL	00001	918679	298607	01/30/18	16.35
	VANGORDER MIKE	00001	918685	298607	01/30/18	127.53
					Account Total	592.14
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	918676	298607	01/30/18	72.50
					Account Total	72.50
				Γ	epartment Total	16,158.97

27

Page -

1075	FO - Administration Bldg	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8052	00001	918695	298612	01/19/18	129.38
					Account Total	129.38
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	918675	298607	01/30/18	91.00
					Account Total	91.00
				D	epartment Total	220.38

28

Page -

1113	FO - Children & Family Service	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8054	00001	918701	298612	01/17/18	2,304.47
					Account Total	2,304.47
				I	Department Total	2,304.47

29

Page -

1060	FO - Community Corrections	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8059	00001	918690	298612	01/13/18	416.78
					Account Total	416.78
				D	epartment Total	416.78

30

Page -

1077	FO - Government Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8060	00001	918697	298612	01/12/18	2,641.63
					Account Total	2,641.63
				D	epartment Total	2,641.63

31

Page -

1070	FO - Honnen/Plan&Devel/MV Ware	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8055	00001	918691	298612	01/13/18	44.86
	Energy Cap Bill ID=8057	00001	918692	298612	01/13/18	44.86
	Energy Cap Bill ID=8058	00001	918693	298612	01/13/18	456.15
	Energy Cap Bill ID=8061	00001	918694	298612	01/13/18	23.64
					Account Total	569.51
]	Department Total	569.51

32

Page -

2009	FO - Sheriff Maintenance	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8049	00001	918702	298612	01/19/18	140.00
	Energy Cap Bill ID=8050	00001	918703	298612	01/19/18	11,257.87
					Account Total	11,397.87
]	Department Total	11,397.87

33

Page -

1076	FO-Adams County Service Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8056	00001	918696	298612	01/13/18	1,129.74
					Account Total	1,129.74
				De	epartment Total	1,129.74

34

Page -

1112	FO-Sheriff HQ/Coroner Building	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8048	00001	918700	298612	01/19/18	860.35
					Account Total	860.35
				De	epartment Total	860.35

County of Adams

Vendor Payment Report

Page -

02/02/18

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General Fund Fund Voucher **Batch No GL** Date Amount Prior Year Exp Recovery COLO DEPT OF TREASURY 00001 918432 298545 01/29/18 46.12 46.12 Account Total Received not Vouchered Clrg 00001 918812 298709 01/31/18 321,747.54 ADAMS COUNTY COMMUNICATION CEN 00001 918812 298709 01/31/18 46,500.50 ADAMS COUNTY COMMUNICATION CEN 00001 918813 298709 01/31/18 16,128.21 ADAMS COUNTY COMMUNICATION CEN 00001 918770 298500 01/30/18 1,433.60 ALLIED UNIVERSAL SECURITY SERV 00001 298794 CARTEGRAPH SYSTEMS INC 918865 02/01/18 78,400.00 00001 298334 142.23 918338 01/26/18 **CINTAS CORPORATION #66** 00001 918339 298334 01/26/18 142.23 **CINTAS CORPORATION #66** 00001 918814 298709 01/31/18 59,850.00 CML SECURITY LLC 00001 918815 298709 01/31/18 24,700.00 CML SECURITY LLC COLO MEDICAL WASTE INC 00001 918342 298334 01/26/18 150.00 00001 918231 298127 01/24/18 480.00COMMUNITY REACH CENTER 00001 918232 298127 01/24/18 1,600.00 COMMUNITY REACH CENTER 00001 918233 298127 01/24/18 3,360.00 COMMUNITY REACH CENTER 00001 918860 298794 02/01/18 33,350.12 DELL MARKETING L P DELL PREFERRED ACCOUNT 00001 918375 298418 01/26/18 21,863.12 00001 918234 298127 482.84 GALLS LLC 01/24/18 00001 918235 298127 01/24/18 144.98 GALLS LLC 00001 918236 298127 01/24/18 269.95 GALLS LLC 00001 918237 298127 01/24/18 121.14 GALLS LLC GALLS LLC 00001 918238 298127 01/24/18 166.60 00001 918239 298127 01/24/18 492.37 GALLS LLC 00001 918240 298127 01/24/18 119.95 GALLS LLC 00001 298127 918241 01/24/18 225.04 GALLS LLC 00001 918243 298127 01/24/18 10.95 GALLS LLC 00001 918861 298794 02/01/18 64.35 GENERAL NETWORKS 00001 918863 298794 02/01/18 20,799.00 GLOBAL SOFTWARE INC 00001 918403 298500 01/29/18 300.00 **GRANICUS INC** 00001 918881 298835 02/01/18 300.00 **GRANICUS INC** 00001 918657 298542 01/30/18 1,106.13 IDEXX DISTRIBUTION INC INDUSTRIAL PIPE SOLUTIONS 00001 918772 298500 01/30/18 19,934.00 00001 918859 298794 02/01/18 15,945.20 INSIGHT PUBLIC SECTOR

36

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	KD SERVICE GROUP	00001	918816	298709	01/31/18	170.78
	KD SERVICE GROUP	00001	918816	298709	01/31/18	307.22
	KD SERVICE GROUP	00001	918816	298709	01/31/18	314.92
	KD SERVICE GROUP	00001	918817	298709	01/31/18	889.13
	LEXIS NEXIS MATTHEW BENDER	00001	918818	298709	01/31/18	2,035.11
	MOTOROLA INC	00001	918242	298127	01/24/18	7,329.75
	MOUNTAIN STATES IMAGING LLC	00001	918771	298500	01/30/18	606.08
	MWI VETERINARY SUPPLY CO	00001	918328	298334	01/26/18	123.75
	MWI VETERINARY SUPPLY CO	00001	918329	298334	01/26/18	180.15
	MWI VETERINARY SUPPLY CO	00001	918330	298334	01/26/18	227.58
	MWI VETERINARY SUPPLY CO	00001	918331	298334	01/26/18	103.54
	MWI VETERINARY SUPPLY CO	00001	918331	298334	01/26/18	47.52
	MWI VETERINARY SUPPLY CO	00001	918332	298334	01/26/18	103.54
	MWI VETERINARY SUPPLY CO	00001	918333	298334	01/26/18	219.65
	MWI VETERINARY SUPPLY CO	00001	918334	298334	01/26/18	488.61
	MWI VETERINARY SUPPLY CO	00001	918335	298334	01/26/18	279.14
	MWI VETERINARY SUPPLY CO	00001	918651	298542	01/30/18	47.42
	MWI VETERINARY SUPPLY CO	00001	918652	298542	01/30/18	12.46
	MWI VETERINARY SUPPLY CO	00001	918653	298542	01/30/18	358.58
	MWI VETERINARY SUPPLY CO	00001	918654	298542	01/30/18	2,054.00
	MWI VETERINARY SUPPLY CO	00001	918655	298542	01/30/18	436.01
	MWI VETERINARY SUPPLY CO	00001	918656	298542	01/30/18	247.50
	MWI VETERINARY SUPPLY CO	00001	918661	298542	01/30/18	819.25
	NORCHEM DRUG TESTING LABORATOR	00001	918819	298709	01/31/18	32.04
	PATTERSON VETERINARY SUPPLY IN	00001	918337	298334	01/26/18	47.84
	PFX PET SUPPLY	00001	918659	298542	01/30/18	358.00
	PTS OF AMERICA LLC	00001	918821	298709	01/31/18	959.00
	PTS OF AMERICA LLC	00001	918822	298709	01/31/18	470.00
	PTS OF AMERICA LLC	00001	918823	298709	01/31/18	1,125.00
	RANDSTAD US LP	00001	918336	298334	01/26/18	834.04
	ROADRUNNER PHARMACY INCORPORAT	00001	918658	298542	01/30/18	74.55
	SAP PUBLIC SERVIES INC	00001	918864	298794	02/01/18	23,169.28
	SHERMAN & HOWARD LLC	00001	918669	298542	01/30/18	1,168.75
	SPECTRA CONTRACT FLOORING SERV	00001	918911	298854	02/01/18	275.00
	SQUEEGEE SQUAD	00001	918912	298854	02/01/18	280.00
	SQUEEGEE SQUAD	00001	918913	298854	02/01/18	85.00

37

Page -

1,357,879.06

Department Total

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
-	SYSTEMS GROUP	00001	918886	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918887	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918888	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918889	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918890	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918891	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918892	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918893	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918894	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918895	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918896	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918897	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918898	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918899	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918900	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918901	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918902	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918903	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918915	298854	02/01/18	200.00
	SYSTEMS GROUP	00001	918905	298854	02/01/18	300.00
	SYSTEMS GROUP	00001	918906	298854	02/01/18	8,250.00
	SYSTEMS GROUP	00001	918907	298854	02/01/18	800.00
	SYSTEMS GROUP	00001	918908	298854	02/01/18	1,300.00
	SYSTEMS GROUP	00001	918909	298854	02/01/18	16,500.00
	SYSTEMS GROUP	00001	918910	298854	02/01/18	600.00
	SYSTEMS GROUP	00001	918914	298854	02/01/18	200.00
	TEKDOG INC	00001	918858	298794	02/01/18	7,766.00
	TRI COUNTY HEALTH DEPT	00001	918875	298835	02/01/18	294,546.00
	TRI COUNTY HEALTH DEPT	00001	918878	298835	02/01/18	294,546.00
	TYGRETT DEBRA R	00001	918820	298709	01/31/18	284.00
	VERTEX INC	00001	918862	298794	02/01/18	9,285.00
	WRIGHTWAY INDUSTRIES INC	00001	918340	298334	01/26/18	906.60
	WRIGHTWAY INDUSTRIES INC	00001	918660	298542	01/30/18	50.40
	ZOETIS LLC	00001	918341	298334	01/26/18	288.70
					Account Total	1,357,832.94

38

Page -

31	Head Start Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC 2	00031	918380	298418	01/26/18	215.86
	CESCO LINGUISTIC SERVICE INC 2	00031	918381	298418	01/26/18	109.35
	CESCO LINGUISTIC SERVICE INC 2	00031	918382	298418	01/26/18	60.00
	CESCO LINGUISTIC SERVICE INC 2	00031	918383	298418	01/26/18	60.00
	CESCO LINGUISTIC SERVICE INC 2	00031	918384	298418	01/26/18	60.00
	CESCO LINGUISTIC SERVICE INC 2	00031	918385	298418	01/26/18	60.00
	CESCO LINGUISTIC SERVICE INC 2	00031	918873	298835	02/01/18	91.09
	CESCO LINGUISTIC SERVICE INC 2	00031	918874	298835	02/01/18	103.67
					Account Total	759.97
				De	partment Total	759.97

39

Page -

1015	Human Resources- Admin	Fund	Voucher	Batch No	GL Date	Amount
	EE Recognition Lunch					
	SPECIALTY INCENTIVES INC	00001	918357	298378	01/26/18	1,034.28
					Account Total	1,034.28
	Insurance Premiums					
	ALLEN JANIE	00001	918370	298415	01/26/18	600.00
	ALLEN JUDITH	00001	918371	298415	01/26/18	600.00
					Account Total	1,200.00
	Other Professional Serv					
	SHRED IT USA LLC	00001	918356	298378	01/26/18	200.00
					Account Total	200.00
	Tuition Reimbursement					
	HAYES REBECCA A	00001	918374	298415	01/26/18	1,890.00
					Account Total	1,890.00
				Б	epartment Total	4,324.28

Vendor Payment Report

10:43:12

Page -

40

935118	HHS Grant	Fund	Voucher	Batch No	GL Date	Amount
	Building Rental					
	COMMUNITY REACH CENTER FOUNDAT	00031	918394	298491	01/29/18	6,190.04
	WESTMINSTER PRESBYTERIAN CHURC	00031	918149	298013	01/23/18	2,137.86
	WESTMINSTER PUBLIC SCHOOLS	00031	918150	298013	01/23/18	2,812.00
					Account Total	11,139.90
	HS Parent Activity Expenses					
	SYSCO DENVER	00031	918147	298013	01/23/18	79.88
	SYSCO DENVER	00031	918148	298013	01/23/18	54.83
					Account Total	134.71
	Licenses and Fees					
	COLO DEPT OF HUMAN SERVICES	00031	918142	298013	01/23/18	134.00
	COLO DEPT OF HUMAN SERVICES	00031	918143	298013	01/23/18	195.00
	COLO DEPT OF HUMAN SERVICES	00031	918144	298013	01/23/18	195.00
					Account Total	524.00
	Medical Services					
	COLO OCCUPATIONAL MEDICINE PHY	00031	918145	298013	01/23/18	25.00
					Account Total	25.00
	Other Professional Serv					
	COLO DEPT OF HUMAN SERVICES	00031	918141	298013	01/23/18	112.00
	COLO DEPT OF HUMAN SERVICES	00031	918141	298013	01/23/18	28.00
					Account Total	140.00
	Printing External					
	SIR SPEEDY	00031	918146	298013	01/23/18	67.10
					Account Total	67.10
	Telephone					
	CENTURY LINK	00031	918140	298013	01/23/18	126.46
	CENTURYLINK	00031	918393	298491	01/29/18	10.63
					Account Total	137.09
				Γ	Department Total	12,167.80

41

Page -

935618	HS CACFP	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Food Supplies					
	SYSCO DENVER	00031	918147	298013	01/23/18	3,461.77
	SYSCO DENVER	00031	918148	298013	01/23/18	3,095.13
					Account Total	6,556.90
	Operating Supplies					
	SYSCO DENVER	00031	918147	298013	01/23/18	554.14
	SYSCO DENVER	00031	918148	298013	01/23/18	279.60
					Account Total	833.74
				D	epartment Total	7,390.64

42

Page -

8622	Insurance -Benefits & Wellness	Fund	Voucher	Batch No	GL Date	Amount
	Printing External					
	MERCER HUMAN RESOURCE CONSULTI	00019	918351	298378	01/26/18	669.40
					Account Total	669.40
				De	epartment Total	669.40

43

Page -

19	Insurance Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	COLO FRAME & SUSPENSION	00019	918763	298500	01/30/18	2,931.83
	COLO FRAME & SUSPENSION	00019	918764	298500	01/30/18	11,236.67
	HAYS COMPANIES	00019	918650	298542	01/30/18	17,200.43
	LEONARD KELLY K	00019	918665	298542	01/30/18	295.77
	MILE HIGH FITNESS	00019	918401	298500	01/29/18	1,570.00
					Account Total	33,234.70
				De	partment Total	33,234.70

44

Page -

8611	Insurance- Property/Casualty	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	General Liab - Other than Prop					
	COLTAF TRUST ACCOUNT	00019	918916	298864	02/01/18	80,000.00
					Account Total	80,000.00
				I	Department Total	80,000.00

45

Page -

1057	IT Application Support	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	SAFE SOFTWARE INC	00001	918735	298631	01/30/18	450.00
					Account Total	450.00
				Ι	Department Total	450.00

46

Page -

1056	IT Help Desk & Servers	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	PHAM HUNG	00001	918880	298844	02/01/18	117.28
					Account Total	117.28
				De	epartment Total	117.28

47

Page -

1058	IT Network/Telecom	Fund	Voucher	Batch No	GL Date	Amount
	Building Rental					
	CHP METRO NORTH LLC	00001	918667	298605	01/30/18	247.72
					Account Total	247.72
	Consultant Services					
	UTILITY NOTIFICATION CENTER OF	00001	918734	298631	01/30/18	221.85
					Account Total	221.85
				D	epartment Total	469.57

48

Page -

5010	PKS- Fair & Special Events	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	EE Day at Fair					
	PURPLE CIRCLE 4-H CLUB	00001	918386	298411	01/26/18	95.00
					Account Total	95.00
	Fair Expenses-General					
	NEMNICH DARLENE	00001	918366	298411	01/26/18	150.00
	PHIPPEN ANNELIESE	00001	918365	298411	01/26/18	150.00
	PURPLE CIRCLE 4-H CLUB	00001	918386	298411	01/26/18	8.00
					Account Total	308.00
				Г	epartment Total	403.00

49

Page -

1089	PLN- Boards & Commissions	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	PUTMAN IRA EUGENE	00001	918396	298411	01/29/18	65.00
					Account Total	65.00
				D	epartment Total	65.00

50

Page -

94	Sheriff Payables	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	918405	298518	01/29/18	4,095.00
					Account Total	4,095.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	918406	298518	01/29/18	375.00
					Account Total	375.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	918407	298518	01/29/18	3,664.00
					Account Total	3,664.00
				D	epartment Total	8,134.00

51

Page -

2004	Sheriff Training	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	SAMS CLUB	00001	918802	298695	01/31/18	264.91
					Account Total	264.91
				De	epartment Total	264.91

52

Page -

4315	SpacePort	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	RUPPEL DAVID	00043	918368	298415	01/26/18	241.50
					Account Total	241.50
				De	epartment Total	241.50

53

Page -

3701	Stormwater Administration	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Prior Years Expense					
	EZ PAWN 40114	00007	918811	298705	01/31/18	1,617.00
					Account Total	1,617.00
				D	epartment Total	1,617.00

54

Page -

2011	SHF- Admin Services Division	Fund	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	COUNTY SHERIFFS OF COLO	00001	918794	298695	01/31/18	1,000.00
	DS WATERS OF AMERICA INC	00001	918795	298695	01/31/18	134.67
	FINELINE GRAPHICS	00001	918796	298695	01/31/18	566.47
	NORTHWEST PARKWAY LLC	00001	918800	298695	01/31/18	4.25
					Account Total	1,705.39
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	918787	298695	01/31/18	235.00
					Account Total	235.00
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	918792	298695	01/31/18	120.00
	COPYCO QUALITY PRINTING INC	00001	918793	298695	01/31/18	35.00
					Account Total	155.00
	Public Relations					
	METRONORTH CHAMBER OF COMMERCE	00001	918799	298695	01/31/18	1,800.00
					Account Total	1,800.00
	Travel & Transportation					
	MCINTOSH MICHAEL TODD	00001	918798	298695	01/31/18	394.02
					Account Total	394.02
	Uniforms & Cleaning					
	SYMBOL ARTS	00001	918807	298695	01/31/18	1,571.00
					Account Total	1,571.00
				Б	epartment Total	5,860.41

55

Page -

2075	SHF- Commissary Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	CENTURY LINK	00001	918786	298695	01/31/18	419.00
					Account Total	419.00
				D	epartment Total	419.00

56

Page -

2016	SHF- Detective Division	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	NORTHWEST PARKWAY LLC	00001	918800	298695	01/31/18	13.40
					Account Total	13.40
	Other Professional Serv					
	JESCO ELECTRIC INC	00001	918797	298695	01/31/18	386.44
	SHRED IT USA LLC	00001	918806	298695	01/31/18	30.00
					Account Total	416.44
				D	epartment Total	429.84

57

Page -

2071	SHF- Detention Facility	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	NORTHWEST PARKWAY LLC	00001	918800	298695	01/31/18	140.25
	SHRED IT USA LLC	00001	918804	298695	01/31/18	179.85
	SHRED IT USA LLC	00001	918805	298695	01/31/18	60.00
					Account Total	380.10
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	918787	298695	01/31/18	235.00
					Account Total	235.00
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	918789	298695	01/31/18	60.00
	COPYCO QUALITY PRINTING INC	00001	918790	298695	01/31/18	900.00
	COPYCO QUALITY PRINTING INC	00001	918791	298695	01/31/18	1,098.00
	COPYCO QUALITY PRINTING INC	00001	918793	298695	01/31/18	155.00
					Account Total	2,213.00
				Ε	Department Total	2,828.10

58

Page -

2017	SHF- Patrol Division	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications COMCAST CABLE	00001	918808	298695	01/31/18 Account Total	1.06 1.06
	Other Professional Serv SHRED IT USA LLC	00001	918806	298695	01/31/18 Account Total	30.00
				I	Department Total	31.06

59

Page -

2018	SHF- Records/Warrants Section	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	IMPROVE GROUP	00001	918809	298695	01/31/18	623.00
					Account Total	623.00
	Operating Supplies					
	SHRED IT USA LLC	00001	918803	298695	01/31/18	131.25
					Account Total	131.25
				1	Department Total	754.25

60

Page -

2005	SHF- TAC Section	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	ROBBINS MICHAEL A	00001	918801	298695	01/31/18	103.12
					Account Total	103.12
				D	epartment Total	103.12

61

Page -

9291	Veterans Service Office	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Software and Licensing					
	DATASPEC LLC	00001	918879	298844	02/01/18	449.00
					Account Total	449.00
				De	epartment Total	449.00

62

Page -

4316	Wastewater Treatment Plant	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00043	918419	298525	01/29/18	1,089.96
	XCEL ENERGY	00043	918419	298525	01/29/18	16.18-
					Account Total	1,073.78
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	918388	298422	01/26/18	238.00
					Account Total	238.00
	Operating Supplies					
	UNIVAR USA INC	00043	918423	298530	01/29/18	707.25
	UNIVAR USA INC	00043	918423	298530	01/29/18	40.00
					Account Total	747.25
	Telephone					
	CENTURYLINK	00043	918731	298630	01/30/18	47.81
					Account Total	47.81
	Water/Sewer/Sanitation					
	AURORA WATER	00043	918387	298422	01/26/18	1,456.80
					Account Total	1,456.80
				Ε	Department Total	3,563.64

63

Page -

99600	WBC Admin Pool	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	ZOBEL GABRIELE	00035	918258	298240	01/25/18	7.10
					Account Total	7.10
				D	epartment Total	7.10

64

Page -

97500	WIOA YOUTH OLDER	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Supp Svcs-Incentives					
	ASHLEY LAURA	00035	918267	298240	01/25/18	20.00
	BROUWER TIFFANY	00035	918268	298240	01/25/18	20.00
	GONZALES DESTINY A	00035	918689	298611	01/30/18	20.00
	OSTBERG ALISHIA	00035	918704	298611	01/30/18	40.00
					Account Total	100.00
]	Department Total	100.00

65

Page -

97400	WIOA YOUTH YOUNGER	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Supp Svcs-Uniforms/Tools					
	JOSTENS TROY TYSON	00035	918266	298240	01/25/18	40.00
					Account Total	40.00
				D	epartment Total	40.00

Vendor Payment Report

02/02/18 Page - 10:43:12 66

Grand Total

1,768,785.85

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR TUESDAY, FEBRUARY 6, 2018

1. ROLL CALL

Present: Charles "Chaz" TedescoSteve O'DorisioEva J. Henry and Mary Hodge

Excused: Erik Hansen

2. PLEDGE OF ALLEGIANCE (09:04 AM)

3. MOTION TO APPROVE AGENDA (09:04 AM)
Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Eva J. Henry, seconded by Charles "Chaz" Tedesco, unanimously carried.

- 4. AWARDS AND PRESENTATIONS (09:05 AM)
 A. 18-122 Adams County Commissioners Career Expo Award
- 5. PUBLIC COMMENT (09:18 AM)

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A. 18-158 List of Expenditures Under the Dates of January 22-26, 2018
- B. 18-162 Minutes of the Commissioners' Proceedings from January 30, 2018
- C. 18-079 Resolution Regarding Defense and Indemnification of Travis Wilson and Susan Argo as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)
- D. 18-133 Resolution for Final Acceptance of Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing No. 1, Phase 1A, Case No. PRC2012-00001, PRC2012-00007 (File approved by ELT)
- E. 18-134 Resolution for Final Acceptance of Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing No. 1, Phase 1B, Case No. PRC2012-00001, PRC2012-00007 (File approved by ELT)
- F. 18-135 Resolution for Final Acceptance of Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing No. 5, Case No. PRC2014-00001 and PLT2014-00016 (File approved by ELT)
- G. 18-136 Resolution for Final Acceptance of Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing No. 4, Case No. PRC2014-00009 (File approved by ELT)
- H. 18-139 Resolution Accepting a Warranty Deed from Fujimi Ragoschke and Bruce Ragoschke to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
- I. 18-140 Resolution Approving Right-of-Way Agreement between Adams County and Amerco Real Estate Company, for Property Necessary for the York Street Improvements Project -York Street from East 78th Avenue to Highway 224 (File approved by ELT)
- J. 18-141 Resolution Accepting a Warranty Deed from Robinson NW, LLC to Adams County

- Conveying Property for Right-of-Way Purposes (File approved by ELT)
- K. 18-142 Resolution Accepting a Warranty Deed from Elpidio Villalobos to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
- L. 18-143 Resolution Accepting a Warranty Deed from Lowell D. Piland to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
- M. 18-144 Resolution Accepting a Warranty Deed from Jerry P. Napolitan to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
- N. 18-145 Resolution Accepting a Warranty Deed from Bartley/Shook Land Investments, Inc. to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
- O. 18-146 Resolution Accepting a Warranty Deed from Dana R. Pfluger, to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
- P. 18-148 Resolution Regarding Defense and Indemnification of Roger Kelley, Gene Claps and Scott Miller as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)
- Q. 18-154 Resolution Approving Intergovernmental Agreement between Adams County and the City and County of Broomfield for Coroner Services (File approved by ELT)
- R. 18-156 Resolution Committing FLATROCK Facility Special Revenue Fund 50 Revenues, Expenditures, and Fund Balance (File approved by ELT)
- S. 18-157 Resolution Committing Retirement Special Revenue Fund 18 Revenues, Expenditures, and Fund Balance (File approved by ELT)

Motion to Approve 6. CONSENT CALENDAR Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

7. NEW BUSINESS (09:21 AM)

A. COUNTY MANAGER (09:21 AM)

- 1. 18-130 Resolution Authorizing Fifth Supplemental Appropriations to the 2017 Adams County Government Budget (File approved by ELT) (09:21 AM)

 Motion to Approve 1. 18-130 Resolution Authorizing Fifth Supplemental Appropriations to the 2017 Adams County Government Budget (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.
- 2. 18-085 Resolution Approving Amendment One to the Agreement between Adams County and Dentons US LLP to Provide Federal Lobbyist Services (File approved by ELT) (09:24 AM)
 - Motion to Approve 2. 18-085 Resolution Approving Amendment One to the Agreement between Adams County and Dentons US LLP to Provide Federal Lobbyist Services (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.
- 3. 18-123 Resolution Approving Amendment One to the Agreement between Adams County and Economic & Planning Systems for Local Finance Study Consultant Services (File approved by ELT) (09:26 AM)
 - Motion to Approve 3. 18-123 Resolution Approving Amendment One to the Agreement between Adams County and Economic & Planning Systems for Local Finance Study Consultant Services
 - (File approved by ELT) Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.

B. COUNTY ATTORNEY (09:27 AM)

- 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for the Purpose of Advising Negotiators Regarding Economic Incentives (09:27 AM)
- 9. LAND USE HEARINGS

A. Cases to be Heard (09:28 AM)

1. 18-070 RCU2017-00043 Diversified Underground Rezone (File approved by ELT) (09:28 AM)

Motion to Approve 1. 18-070 RCU2017-00043 Diversified Underground Rezone (File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

10.ADJOURNMENT (09:38 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 13, 2018
SUBJECT: Final Acceptance for the Public Improvements at the Midtown at Clear Creek Subdivision, Filing No. 8, Raritan St. and 66 th Avenue.
FROM: Jeffery A. Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution granting Final Acceptance of the public improvements at the Midtown at Clear Creek Subdivision, Filing No. 8, (Case No. PRC2015-00018, SUB2016-00001).

BACKGROUND:

The Midtown at Clear Creek Subdivision, Filing No. 8, is generally located at 66th Avenue and Raritan Street in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on September 22, 2016. As outlined in the attached Subdivision Improvement Agreement, approved under resolution number 2016-216, the previous collateral required for the Phase One improvements has been released in total under the previously mentioned preliminary acceptance. Therefore, all remaining collateral will be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works Department Adams County Community and Economic Development Department Adams County Attorney's Office

ATTACHED DOCUMENTS:

Resolution No. 2016-215 Resolution No. 2016-216 Exhibit A

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	al impact, pl	ease fully comp	plete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budge	t:			
Total Revenues:				_	
		r			
			Object Account	Subledger	Amount
Current Budgeted Operating Expend					
Add'l Operating Expenditure not inc		nt Budget:			
Current Budgeted Capital Expenditu		_			
Add'l Capital Expenditure not inclu	ded in Current	Budget:			
Total Expenditures:				=	
New FTEs requested:	YES	⊠ NO			
Future Amendment Needed:	YES	⊠ NO			
Additional Note:					

Revised 06/2016 Page 2 of 2

RESOLUTION FOR FINAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS CONSTRUCTED AT THE MIDTOWN AT CLEAR CREEK SUBIVISION FILING NO. 8, (Case No. PRC2015-00018 and SUB2016-00001)

WHEREAS, the required public street improvements have been constructed at the Midtown at Clear Creek Subdivision Filing No. 8 Case No. PRC2015-00018 and SUB2016-00001, in accordance with the approved construction drawings; and,

WHEREAS, in accordance with the provisions of the Adams County Development Standards and Regulations, the public improvements have satisfactorily completed the guaranty period; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, the Adams County Public Works Department has inspected the public improvements for Final Acceptance; and,

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at the Midtown at Clear Creek Subdivision Filing No. 8, and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved subdivision improvements agreement as approved by resolution number 2016 - 216, all remaining collateral will be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the Midtown at Clear Creek Subdivision Filing No. 8 be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

STATE OF COLORADO) COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 19th day of April, 2016 there were present:

Steve O'Dorisio	Commissioner
Eva J. Henry	Commissioner
Charles "Chaz" Tedesco	Commissioner
Erik Hansen	Commissioner
Jan Pawlowski	Commissioner
Doug Edelstein	County Attorney
Erica Hannah	Clerk to the Board

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

RESOLUTION APPROVING APPLICATION IN CASE #PRC2015-00018 MIDTOWN FILING 8

Resolution 2016-215

WHEREAS, this case involved an application for 1) Final Development Plan (FDP) to allow 54 lots on approximately 5.216 acres in the P-U-D, Planned Unit Development zone district; 2) Major Subdivision (Preliminary/Final Plat) to create 54 lots on approximately 5.216 acres in the P-U-D, Planned Unit Development zone district; and 3) Subdivision Improvement Agreement (SIA) for Filing No. 8.

LEGAL DESCRIPTION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE OWNERS OF A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING ALL OF TRACTS N, P, AND T, MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION AS RECORDED UNDER RECEPTION NO. 2013000055576 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-SOUTH-SIXTEENTH CORNER OF SAID SECTION 4 MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519", IN A MONUMENT BOX, WHENCE THE CENTER-QUARTER CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 28664", IN A MONUMENT BOX. BEARS NORTH 00°00'15" EAST, A DISTANCE OF 1324.85 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, NORTH 89°55'26" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF PECOS STREET AS DESCRIBED IN BOOK 3570 AT PAGE 311, IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, CONTINUING ALONG SAID SOUTH LINE, NORTH 89°55'26' WEST, A DISTANCE OF 655.62 FEET TO A POINT ON THE EASTERLY BOUNDARY OF MIDTOWN AT CLEAR CREEK FILING NO. 3 AS RECORDED UNDER RECEPTION NO. 2014000047361, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES:

- 1. NORTH 00°16'34" EAST, A DISTANCE OF 132.17 FEET;
- 2. SOUTH 89°43'26" EAST, A DISTANCE OF 108.18 FEET;
- 3. NORTH 00°16'34" EAST, A DISTANCE OF 57.00 FEET;
- 4. NORTH 89°43'26" WEST, A DISTANCE OF 64.42 FEET;

THENCE ALONG SAID EASTERLY BOUNDARY AND THE SOUTHERLY BOUNDARY OF SAID MIDTOWN AT CLEAR CREEK FILING NO. 1 PLAT CORRECTION, NORTH 00°16'34" EAST, A DISTANCE OF 187.52 FEET;

THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES:

- 1. SOUTH 89°43'26" EAST, A DISTANCE OF 208.00 FEET;
- 2. SOUTH 00°16'34" WEST, A DISTANCE OF 72.00 FEET;
- 3. SOUTH 89°43'26" EAST, A DISTANCE OF 57.00 FEET;
- 4. NORTH 00°16'34" EAST, A DISTANCE OF 56.00 FEET;
- 5. SOUTH 89°43'26" EAST, A DISTANCE OF 335.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT P;

THENCE ALONG THE WESTERLY, NORTHERLY, AND EASTERLY BOUNDARIES OF SAID TRACT P THE FOLLOWING EIGHT (8) COURSES:

- 1. NORTH 00°16'34" EAST, A DISTANCE OF 20.00 FEET;
- 2. NORTH 89°43'26" WEST, A DISTANCE OF 10.00 FEET;
- 3. NORTH 00°16'34" EAST, A DISTANCE OF 97.50 FEET;
- 4. SOUTH 89°43'26" EAST, A DISTANCE OF 11.79 FEET;
- 5. SOUTH 44°51'35" EAST, A DISTANCE OF 25.24 FEET;
- 6. SOUTH 00°00'15" WEST, A DISTANCE OF 316.45 FEET;
- 7. NORTH 89°55'26" WEST, A DISTANCE OF 10.00 FEET;
- 8. SOUTH 00°00'15" WEST, A DISTANCE OF 141.61 FEET TO THE POINT OF BEGINNING,

CONTAINING AN AREA OF 5.216 ACRES, (227,200 SQUARE FEET), MORE OR LESS.

APPROXIMATE LOCATION: 67TH AVE & PECOS ST.

WHEREAS, on the 19th day of April, 2016, the Board of County Commissioners held a public hearing on the application of Midtown LLC, Case # PRC2015-00018; and,

WHEREAS, substantial testimony was presented by members of the public and the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendations of the Department of Community and Economic Development, the application in this case be hereby APPROVED based upon the following findings of fact and subject to the fulfillment of the following conditions by the applicant:

Findings of Fact:

- 1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
- 2. The preliminary plat is consistent with the purposes of these standards and regulations.
- 3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
- 4. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
- 5. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
- 6. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
- 7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
- 8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
- 9. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;

- b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;
- c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
- d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
- e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.
- 10. The final plat is consistent and conforms to the approved preliminary plat.
- 11. The final plat is in conformance with the subdivision design standards.
- 12. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
- 13. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
- 14. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
- 15. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
- 16. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.
- 17. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
- 18. The FDP conforms to the P.U.D. standards.
- 19. The FDP is consistent with any approved PDP for the property.
- 20. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Transportation, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

Notes to the Applicant:

- 1. The applicant shall include "no parking" signage on all fire lanes.
- 2. The applicant shall place stakes on the *z*-lots and provide final as-built surveys of the homes measured from the finished exterior wall to the lot line with building permit applications.
- 3. All applicable building, zoning, health, engineering, and fire codes shall be adhered to with this request.

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

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

STATE OF COLORADO)
County of Adams)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 19th day of April, A.D. 2016.

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

Stan Martin:



By:

B-Signed by Erica Hannah/

VERIFY authentidity with e-Sign

Deputy

STATE OF COLORADO) COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 19th day of April, 2016 there were present:

Steve O'Dorisio	Commissioner
Eva J. Henry	Commissioner
Charles "Chaz" Tedesco	Commissioner
Erik Hansen	Commissioner
Jan Pawlowski	Commissioner
Doug Edelstein	County Attorney
Erica Hannah	Clerk to the Board

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

RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING 8

Resolution 2016-216

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

WHEREAS, on July 8, 2014, in Case No. PUD2013-00010, Midtown at Clear Creek Second Amendment to the Preliminary Development Plan, the Board of County Commissioners approved a Second Amendment to the approved Preliminary Development Plan; and,

WHEREAS, Condition Precedent No. 18 for Case No. PUD2013-00010 requires that an SIA be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, on April 19, 2016, the Board of County Commissioners, in Case No. PRC2015-00018, Midtown at Clear Creek Filing No. 8, approved a Final Development Plan and Major Subdivision (Preliminary/Final Plat) to allow 54 lots on approximately 5.216 acres in the P-U-D, Planned Unit Development zone district; and,

WHEREAS, the Developer has provided collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Subdivision Improvements Agreement for Midtown at Clear Creek Filing 7, Case No. PRC2015-00018.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Subdivision Improvements Agreement for Midtown at Clear Creek Filing 8, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

Upon motion duly made and following vote:	seconded the foregoin	g resolution wa	is adopted by the	e
O'Doris	io	Aye		
Henry_		Aye		
Tedesco	 	Aye		
Hansen		Aye		
Pawlow	ski	Aye		
	Commission	ers		
STATE OF COLORADO)				
County of Adams)				
I, Stan Martin, Counter Commissioners in and for the annexed and foregoing Order is Roard of County Commissioners	County and State afor truly copied from the	resaid do herel Records of the	oy certify that the Proceedings of the	e

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 19th day of April, A.D. 2016.

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

Stan Martin:



By:

E-Signed by Erica Hannah (2)

VERFY authentidity with e-Sign

Deputy

SUBDIVISION IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING 8

THIS SUBDIVISION IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING 8 (this "Agreement") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, hereinafter called "Developer."

WITNESSETH:

WHEREAS, the Developer is the owner of that real property in the County of Adams, State of Colorado, that is legally described in $\underline{\mathbf{Exhibit}}\ \mathbf{A}$ attached hereto, and by this reference made a part hereof.

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

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

1. Intentionally Deleted.

- 2. Engineering Services. Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described in Exhibit B and depicted on Exhibit C and Exhibit D attached hereto, and by this reference made a part hereof. All construction plans and engineering reports prepared by the Developer in connection with the design and construction of the improvements described in Exhibit B and depicted on Exhibit C and Exhibit D must be first approved by the County.
- 3. **Drawings and Estimates**. The Developer shall furnish drawings and cost estimates for all improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D** for approval by the County. Upon request the Developer shall furnish one set of "as built" drawings and a final statement of construction costs to the County.
- 4. Construction. Developer shall furnish and construct, at its own risk, and at its own expense and in accordance with drawings and materials approved by the County, the improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D**. Developer will construct the improvements in two phases. First, Developer will construct the improvements described in **Exhibit B** as the Phase One Improvements and depicted on **Exhibit C**, (the "Phase One Improvements"). The Developer will install the sidewalks within Filing 8 described in **Exhibit B** as the Phase Two Improvements and depicted on **Exhibit D** (the "Phase Two Improvements") in conjunction with the construction of residential dwellings within Filing 8.

5. Preliminary Acceptance.

- a. Phase One Improvements. When the Developer has completed construction of the Phase One Improvements, it will provide the County with written notice of such completion. Preliminary Acceptance of the Phase One Improvements shall trigger the one (1) year warranty period for the Phase One Improvements. After granting Preliminary Acceptance of the Phase One Improvements, the County will issue building permits for the construction of residential dwellings within Filing 8 after receipt of proper application for such a building permit.
- b. <u>Phase Two Improvements</u>. When the Developer has completed construction of the Phase Two Improvements, it will provide the County with written notice of such completion. Preliminary Acceptance of the Phase Two Improvements shall trigger the one (1) year warranty period for the Phase Two Improvements.

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 8
Case No.

6. Final Acceptance.

- a. <u>Phase One Improvements</u>. Upon the completion of the one (1) year warranty for the Phase One Improvements, the Developer will request that the County issue Final Acceptance for the Phase One Improvements.
- b. <u>Phase Two Improvements</u>. Upon the completion of the one (1) year warranty for the Phase Two Improvements, the Developer will request that the County issue Final Acceptance for the Phase Two Improvements.
- 7. **Time for Completion**. All Phase One Improvements and Phase Two Improvements shall be completed according to the terms of this Agreement by December 31, 2018, (the "final construction completion date"). The Developer may for good cause request, and the County may grant, an extension of time for completion of any part, or all, of the improvements appearing on said **Exhibit B**. Any extension of time shall be in writing and agreed to by the parties. The Developer shall be in default of this Agreement if the improvements are not completed by the "final construction completion date," as amended.

8. Guarantee of Compliance/Collateral.

a. Type and Amount of Collateral - Developer shall furnish to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral shall be in the initial amount of Three Hundred Ten Thousand Three Hundred Twenty Three and 15/100 U.S. Dollars (\$310,323.15), which includes twenty percent (20%) for administration and five percent (5%) per year for inflation for the term of this Agreement (the "Bond"). The County shall release the Collateral in accordance with Section 8.b below.

b. Release of Collateral.

- i. Upon Preliminary Acceptance. The Developer may request that the County release the Bond after the County's Preliminary Acceptance of the Phase One Improvements. If the Developer seeks to have the Bond released, the Developer must provide the County with a performance bond in the amount of Forty-Seven Thousand Nine Hundred Fourteen and 35/100 U.S. Dollars (\$47,914.35) (the "Phase Two Bond") to secure the completion of the Phase Two Improvements and maintenance of the Phase One Improvements during the one (1) year warranty period. Completion of said improvements shall be determined solely by the County. Within thirty (30) days after Preliminary Acceptance of the Phase One Improvements as provided for in Section 5 above, and the County's receipt of the Phase Two Bond, the County will return the Bond to the Developer and will execute any documents required by the Developer's bonding company to effectuate the release of the Bond.
- ii. Upon Final Acceptance. Within thirty (30) days after Final Acceptance of all the Phase Two Improvements by the Board of County Commissioners, the County will return the Phase Two Bond to the Developer and will execute any documents required by the Developer's bonding company to effectuate the release of the Phase Two Bond.
- 9. Accounting. Developer shall fully account to the County for all costs incurred in the construction of any public improvements in which the County is participating, and the books and records of Developer relating to such public improvements shall be open to the County at all reasonable times for the purpose of auditing or verifying such costs, until the date of Final Acceptance of the improvements.
- 10. Acceptance, Maintenance and Warranty of Public Improvements. All improvements designated "public" on <u>Exhibit E</u> shall be public facilities and become the property of the County or other public agencies upon final acceptance of the improvements. During the period

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 8
Case No.

of one year from and after the Preliminary Acceptance of improvements, as provided for in Section 5, above, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship that, in the opinion of the County, shall become necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency, such written notice may be waived. The County, however, will use all reasonable efforts to provide notice and an opportunity to respond to such emergency to the Developer prior to undertaking any repairs.

- 11. Successors and Assigns. This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in **Exhibit A** attached hereto.
- 12. **Improvements and Dedication**. The undersigned Developer hereby agrees to provide the following improvements, and to dedicate the described property to the County.
 - a. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

Public Improvements shall include all roadway improvements (curb & gutter, sidewalk, pavement, storm sewer, street lights, signage and grading) for West 66th Avenue and Raritan Drive as shown in the approved construction plans for Midtown at Clear Creek Filing 8 and on **Exhibit E**. The improvements shall be constructed in accordance with all County requirements and specifications, and the approved Construction Plans prepared by the Developer. All improvements shall be preliminarily accepted prior to the construction completion date set forth in Section 7 above.

b. Public dedication of land for right-of-way purposes or other public purpose. Upon approval of the final plat for the development known as MIDTOWN AT CLEAR CREEK FILING 8 by the Board of County Commissioners, the Developer hereby agrees to convey by special warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

West 66th Avenue and Raritan Drive.

13. Public Land Dedication ("PLD") Fees.

The estimated PLD fee for the entire Midtown development is \$1,908,351.00. The exact PLD obligations will be calculated when a final plat application for each phase is submitted. The PLD fee for Filing No. 8 is \$111,158.28. The Developer shall submit bonds for these fees as collateral. This is based on the current understanding that the Developer will ultimately dedicate land to a district or other entity as approved by Adams County and pay for park construction costs. Additionally, the bond for the schools portion of the PLD fee is submitted based on the Developer's stated intent to dedicate five (5) acres of land within the development to Mapleton School District. Negotiations between Developer and Mapleton School District are ongoing but not yet finalized as of the time of Filing No. 8. The bonds will have an expiration date as specified below. If the PLD obligations have not been fulfilled as specified below, the County will cash the bonds and no future credits or refunds of these fees will be available.

School and Parks Update

(a) **School.** Pursuant to the approved Second Amendment to the PDP, Developer is willing to dedicate five (5) acres to Adams County to be dedicated to Mapleton School District (the "School District") within a future filing. The Developer is in ongoing negotiations with the School District in connection with a proposal to meet the School District's needs for a K-8 Performance and Arts School located in the Midtown subdivision. Accordingly, the

Subdivision Improvements Agreement Midtown LLC Midtown at Clear Creek Filing 8 Case No.

Developer has proposed the dedication of a parcel of property in Filing 6 of the Midtown subdivision to the School District in exchange for which the aforementioned five (5) acre school site in parcel 1 would be released back to Developer for residential use. In either event, the outcome will result in an offset against the cash in-lieu owed to the School District. Developer shall provide a surety bond to the County in the amount of \$33,116.71 in order to satisfy the Schools portion of the PLD requirements for Filing No. 8. This bond shall expire on December 9, 2017. After December 9, 2016, the County may cash the bond if the Developer has not fulfilled the PLD requirements by dedicating the minimum five (5) acre site within Filing 6.

(b) Parks. Arcadis and Brownfield Partners have been engaged for environmental cleanup efforts on the former facility parcel, which are ongoing. Upon the completion of the cleanup, Developer proposes to construct a 43-acre park as depicted in the Second Amendment to the PDP. The park will be fully designed and developed by the Clear Creek Station Metropolitan District No. 1 ("CCSMD") in coordination with adjacent districts or other entities as approved by Adams County. Upon completion of the park development the 43-acres will be turned over to a district or other entity selected by CCSMD and approved by Adams County for operations and maintenance. If the entity selected the district or other entity approved by Adams County chooses not to engage in an agreement with the CCSMD to take over maintenance and operations, then CCSMD will maintain the park. In light of Developer's proposal to dedicate a 2-acre neighborhood park within the Midtown development and a 43acre park to a CCSMD selected district, Developer shall provide surety bonds in favor of the County until the parks are constructed. Such bonds and the ultimate construction of the parks would offset any Neighborhood Park PLD cash-in-lieu fees for earlier phases. If any Neighborhood Park PLD fees for each phase are not covered by the park acreage to be dedicated, then cash-in-lieu for the difference shall be paid to the County at the time of submittal of a final plat application for that phase.

Developer shall provide a surety bond to the County in the amount of \$47,297.92 in order to satisfy the Neighborhood Parks Public Land Dedication requirement for Filing No. 8. This bond shall expire on December 9, 2018. After December 9, 2017, the County may proceed with actions to cash the bond if the Developer has not yet fulfilled the Neighborhood Parks PLD requirements for Filing No. 8 by dedicating neighborhood parks land in future filings. If cashed, the money from this bond shall be held in an account by the County subject to the requirements of Section 5-05 of the Adams County Development Standards and Regulations.

The planned 43-acre park shall be credited toward the Developer's Neighborhood Park PLD requirements. The County has not yet determined whether any credit will be given toward Regional Park PLD requirements. As such, the Developer shall pay \$30,743.65 cash-in-lieu to fulfill the Regional Park PLD requirement for Filing No.8.

14. **Metropolitan Districts.** Notwithstanding any provision hereof to the contrary and in furtherance of the provisions of this Agreement, Developer shall have the right to assign certain of its obligations and responsibilities hereunder to CCSMD or another special or metropolitan district created for the purpose of constructing, operating and/or maintaining public and private improvements. The County acknowledges that in 2007 the County approved a consolidated Service Plan for CCSMD together with the Clear Creek Station Metropolitan District Nos. 2 and 3 (collectively, the "Districts"), and that it is specifically contemplated that one or more of the Districts may undertake and complete financing, development and construction of any or all of the Improvements defined under Section 16 or as described elsewhere in this Agreement, subject to a maximum mill levy of fifty (50) mills in connection therewith, as adjusted per Section VII(C) of the Service Plan. Notice of any such assignment shall be given to the County at least 30 days prior to such assignment in accordance with Section 16 hereof. Any such assignment shall not be made without the express written consent of the County. Such consent shall not be unreasonably withheld. Said notice shall contain the effective date of such assignment.

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 8
Case No.

- 15. Entire Agreement/Amendment. This Agreement shall constitute the entire Agreement between the parties. No subsequent amendment hereto shall be valid unless made in writing and executed by the parties hereto provided.
- 16. **Notices**. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the party to whom notice is given, (ii) one business day after being deposited with a reputable overnight courier service, if delivered by overnight mail, (iii) upon confirmed facsimile transmission, or (iv) on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

To County at:

County of Adams Adams County Government Center 4430 S. Adams County Parkway Attention:

Telephone: 720-523-6116 Facsimile: 720-523-6114

with a copy to:

County of Adams
Adams County Government Center
4430 S. Adams County Parkway
5th Floor Suite C5000B
Attention: County Attorney

Facsimile: 720-523-6114

To Developer at:

Midtown LLC Attention: Chris Petro Brookfield Residential 6465 S. Greenwood Plaza Blvd., Suite 700 Centennial, CO 80111 Facsimile: (303) 706-9453

with a copy to:

Foster Graham Milstein & Calisher, LLP Attention: Jerri L. Jenkins, Esq. 360 S. Garfield Street, 6th Floor Denver, Colorado 80209 Facsimile: (303) 333-9786

*******SIGNATURES ON FOLLOWING PAGE******

Subdivision Improvements Agreement Midtown LLC Midtown at Clear Creek Filing 8 Case No. _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

DEVELOPER:

Midtown LLC, a Colorado limited liability company

Bu (ATUNIUS MAUKALLA	
Name: Asuler Tanifelli	_
Title: CFO	_
The foregoing sinstrument was acknowledge Ashley Taruft a Colorado limited liability company, on behalf of	as <u>CFO</u> of Midtown LLC,
Address: 6465 Greenwood Plaza Bird. Centennial, CO 80111	Notary Public Bed
APPROVED BY resolution at the meeting of	JILL BEDORE NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20144015886 MY COMMISSION EXPIRES APRIL 11
ATTEST:	BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO
Clerk of the Board	Hurn J. ODourie

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 8
Case No.

EXHIBIT A

LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE OWNERS OF A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING ALL OF TRACTS N, P, AND T, MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION AS RECORDED UNDER RECEPTION NO. 2013000055576 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-SOUTH-SIXTEENTH CORNER OF SAID SECTION 4 MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519", IN A MONUMENT BOX, WHENCE THE CENTER-QUARTER CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 28664", IN A MONUMENT BOX. BEARS NORTH 00°00'15" EAST, A DISTANCE OF 1324.85 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, NORTH 89°55'26" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF PECOS STREET AS DESCRIBED IN BOOK 3570 AT PAGE 311, IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, CONTINUING ALONG SAID SOUTH LINE, NORTH 89°55'26" WEST, A DISTANCE OF 655.62 FEET TO A POINT ON THE EASTERLY BOUNDARY OF MIDTOWN AT CLEAR CREEK FILING NO. 3 AS RECORDED UNDER RECEPTION NO. 2014000047361, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES:

- 1. NORTH 00°16'34" EAST, A DISTANCE OF 132.17 FEET;
- SOUTH 89°43'26" EAST, A DISTANCE OF 108.18 FEET;
- 3. NORTH 00°16'34" EAST, A DISTANCE OF 57.00 FEET;
- 4. NORTH 89°43'26" WEST, A DISTANCE OF 64.42 FEET;

THENCE ALONG SAID EASTERLY BOUNDARY AND THE SOUTHERLY BOUNDARY OF SAID MIDTOWN AT CLEAR CREEK FILING NO. 1 PLAT CORRECTION, NORTH 00°16'34" EAST, A DISTANCE OF 187.52 FEET;

THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES:

- 1. SOUTH 89°43'26" EAST, A DISTANCE OF 208.00 FEET;
- 2. SOUTH 00°16'34" WEST, A DISTANCE OF 72.00 FEET;
- SOUTH 89°43'26" EAST, A DISTANCE OF 57.00 FEET;
- NORTH 00°16'34" EAST, A DISTANCE OF 56.00 FEET;
- 5. SOUTH 89°43'26" EAST, A DISTANCE OF 335.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT P;

THENCE ALONG THE WESTERLY, NORTHERLY, AND EASTERLY BOUNDARIES OF SAID TRACT P THE FOLLOWING EIGHT (8) COURSES:

- NORTH 00°16'34" EAST, A DISTANCE OF 20.00 FEET;
- 2. NORTH 89°43'26" WEST, A DISTANCE OF 10.00 FEET;
- 3. NORTH 00°16'34" EAST, A DISTANCE OF 97.50 FEET;
- 4. SOUTH 89°43'26" EAST, A DISTANCE OF 11.79 FEET;
- SOUTH 44°51'35" EAST, A DISTANCE OF 25.24 FEET;
- 6. SOUTH 00°00'15" WEST, A DISTANCE OF 316.45 FEET;
- 7. NORTH 89°55'26" WEST, A DISTANCE OF 10.00 FEET;
 8. SOUTH 00°00'15" WEST, A DISTANCE OF 141.61 FEET TO THE POINT OF BEGINNING,

CONTAINING AN AREA OF 5.216 ACRES, (227,200 SQUARE FEET), MORE OR LESS.

EXHIBIT B

Midtown Filing 8 Public Improvements

Midtown Filing 8 (W. 66th Ave.)

Phase One Improvements
Opinion of Probable Cost Estimate

Date: 01/29/2016 JN: 10015.11

				UNIT	TOTAL	
Grading		QUANTITY	UNIT	PRICE	COST	
Cut to Fill		3,200	CY	\$2.35	\$7,520.00	
Estimated Import Fill		400	CY	\$5.00	\$2,000.00	
Strip and Respread (Topsoil)		1,855	CY	\$4.53	\$8,403.00	
				Grading Subtotal F	\$17,923.00	
				UNIT	TOTAL	
Storm Sewer	CDOT	QUANTITY	UNIT	PRICE	COST	
30" RCP (0-8' depth)	603-01300	27	LF	\$122.00	\$3,294.00	
10' Type 'R' Inlet	604-19110	1	EA	\$9,714.00	\$9,714.00	
20' Type 'R' Inlet	604-19515	1	ĒΑ	\$13,550.00	\$13,550.00	
			Sto	rm Sewer Subtotal (\$26,558.00	
				UNIT	TOTÂL	
Street Improvements		QUANTITY	UNIT	PRICE	COST	
Concrete						
6" Vertical Curb and Gutter (2' Pan)	609-21020	842	LF	\$24.18	\$20,359.56	
8' Concrete Crosspan (Pavement)	412-00800	67	SY	\$35.51	\$2,379.17	
Mid-Block Ramp	608-00010	14.3	SY	\$135.45	\$1,936.94	
Curb Return w/ Handicap Ramp (15' Radius)	608-00010	40.2	SY	\$135.45	\$5,445.09	
Paving	-					
Subgrade Prep	306-01000	^v 2,269	SY	\$2.11	\$4,787.36	
Asphalt (Bottom Lift - 4" Thick)	403-33841	385	TON	\$77.97	\$30,018.45	
Asphalt (Top Lift - 2" Thick)	403-33871	192	TON	\$87.50	\$16,800.00	
Adjust Manhole to Grade	210-04010	10	EΑ	\$825.65	\$8,256.50	
Adjust Valves to Grade	210-04050	5	EΑ	\$416.37	\$2,081.85	
Sweep Streets	637-00100	ž 385	SY	\$0.60	\$231.00	
Signage and Striping						
Street Signs and Barricades		2	EΑ	\$688.00	\$1,376.00	
Remove Existing Type III Barricade	202-00810	1	EΑ	\$103.74	\$103.74	
End Road Delineator (OM4-2)		3	EA	\$250.00	\$750.00	
Dry Utilities				•	Natur.	
Street Light (Local)		2	EA	\$6,400.00	\$12,800.00	
				Street Subtotal	\$107,325. <u>65</u>	
W. 66th Ave Phase One Improvements Total						

Subdivision Improvements Agreem	ent
Midtown LLC	
Midtown at Clear Creek Filing 8	
Case No	

Midtown Filing 8 (Raritan Dr.) Phase One Improvements Opinion of Probable Cost Estimate Date: 01/29/2016 JN: 10015.11

				UNIT	TOTAL
Grading		QUANTITY	UNIT	PRICE	COST
Cut to Fill		1,400	CY	\$2.35	\$3,290.00
Estimated Import Fill		0	CY	\$5.00	\$0.00
Strip and Respread (Topsoil)		925	CY	\$4.53	\$4,190.00
	•			Grading Subtotal ^F	\$7,480.00
	•			UNIT	TOTAL
Street Improvements	CDOT	QUANTITY	UNIT	PRICE	COST
Concrete		1			
6" Vertical Curb and Gutter (2' Pan)	609-21020	320	LF	\$24.18	\$7,737.60
Paving					
Subgrade Prep	306-01000	891	SY	\$2.11	\$1,879.07
Asphalt (Bottom Lift - 4" Thick)	403-33841	159	TON	\$77.97	\$12,397.23
Asphalt (Top Lift - 2" Thick)	403-33871	80	TON	\$87.50	\$7,000.00
Adjust Manhole to Grade	210-04010	2	EΑ	\$825.65	\$1,651.30
Adjust Valves to Grade	210-04050	1	EΑ	\$416.37	\$416.37
Sweep Streets	637-00100°	[*] 159	SY	\$0.60	\$95.40
Signage and Striping					
Street Signs and Barricades		2	EA	\$688.00	\$1,376.00
Remove Existing Type III Barricade	202-00810	1	EA	\$103.74	\$103.74
Dry Utilities					all deep decreased the translation
Street Light (Local)		1	EA	\$6,400.00	\$6,400.00
				Street Subtotal "	\$39,056.71
·	Raritan D	r Phase (One Imp	provements Total [☞]	\$46,536.71

Midtown Filing 8 (Summary)

Phase One Improvements
Opinion of Probable Cost Estimate
Date: 01/29/2016

Date: 01/29/2016						-
ÚN: 10015.11	CDOT	01	LANITITA	LIAUT	DDICE	COST
Grading Cut to Fill	CDOT		JANTITY 4,600	UNIT CY	PRICE \$2.35	\$10,810.00
·		3	400	CY	\$5.00	\$2,000.00
Estimated Import Fill		pr.				· -
Strip and Respread (Topsoil)	!		2,780	CY	\$4.53	\$12,593.40
					Grading Subtotal "	\$25,403.40
					UNIT	TOTAL
Storm Sewer			JANTITY	UNIT	PRICE	COST
30" RCP (0-8' depth)	603-01300		27	LF	\$122.00	\$3,294.00
10' Type 'R' Inlet	604-19110		1	EA	\$9,714.00	\$9,714.00
20' Type 'R' Inlet	604-19515	ζe.	1	EA	\$13,550.00	\$13,550.00
				Stor	m Sewer Subtotal	\$26,558.00
					UNIT	TOTAL
Street Improvements		Ql	YTITANL	UNIT	PRICE	COST
Concrete]					
6" Vertical Curb and Gutter (2' Pan)	609-21020		1,162	LF	\$24.18	\$28,097.16
8' Concrete Crosspan (Pavement)	412-00800	5*	67	SY	\$35.51	\$2,379.17
Mid-Block Ramp	608-00010	ĝr.	14	SY	\$135.45	\$1,936.94
Curb Return w/ Handicap Ramp (15' Radius)	608-00010	E-	40	SY	\$135.45	\$5,445.09
Paving						
Subgrade Prep	306-01000	5"	3,159	SY	\$2.11	\$6,666.43
Asphalt (Bottom Lift - 4" Thick)	403-33841	Er	544	TON	\$77.97	\$42,415.68
Asphalt (Top Lift - 2" Thick)	403-33871	B*F	272	TON	\$87.50	\$23,800.00
Adjust Manhole to Grade	210-04010	9	12	EΑ	\$825.65	\$9,907.80
Adjust Valves to Grade	210-04050		6	EΑ	\$416.37	\$2,498.22
Sweep Streets	637-00100	So.	544	SY	\$0.60	\$326.40
Signage and Striping					·	
Street Signs and Barricades	•	U^{τ}	4	ĒΑ	\$688.00	\$2,752.00
Remove Existing Type III Barricade	202-00810	la.	2	EΑ	\$103.74	\$207.48
End Road Delineator (OM4-2)	•	gr"	3	EΑ	\$250.00	\$750.00
Dry Utilities					,	*******
Street Light (Local)		ð.	3	EA	\$6,400.00	\$19,200.00
					Street Subtotal [⊮]	\$146,382.36
	Summa	ary -	· Phase (One Impro	ovements Subtotal	\$198,343.76
		•			0% Administration 7	\$39,668.75
					Inflation per Year	\$11,900.63
					ation per Year Two	\$12,495.66
			Dhace		rovements Total *	\$262,408.80

Midtown Filing 8 (W. 66th Ave.)

Phase Two Improvements

Opinion of Probable Cost Estimate

Date: 01/29/2016 JN: 10015.11

				UNIT	TOTAL
Street Improvements		UANTITY	UNIT	PRICE	COST
Concrete					-
Subgrade Prep - Concrete Walk	306-01000 💆	536	SY	\$2.11	\$1,130.49
5' Concrete Walk (6" Thick)	608-00006 🖔	536	SY	\$46.67	\$25,004.75
· ·				Street Subtotal [⊮]	\$26,135.24
	W. 66th Ave.	- Phase 1	Two Impi	rovements Total [©]	\$26,135.24

Midtown Filing 8 (Raritan Dr.)

Phase Two Improvements

Opinion of Probable Cost Estimate

Date: 01/29/2016 JN: 10015.11

•				UNIT	TOTAL
Street Improvements	CDOT	QUANTITY	UNIT	PRICE	COST
Concrete			ş (
Subgrade Prep - Concrete Walk	306-01000 [™]	207	SY	\$2.11	\$436.07
5' Concrete Walk (6" Thick)	608-00006	207	SY	\$46.67	\$9,645.13
				Street Subtotal *	\$10,081.20
	Raritan Di	r Phase T	wo Impr	ovements Total "	\$10,081.20

Midtown Filing 8 (Summary)

Phase Two Improvements

Opinion of Probable Cost Estimate

Date: 01/29/2016 JN: 10015.11

				UNIT	TOTAL
Street Improvements	CDOT	QUANTITY	UNIT	PRICE	COST
Concrete		1			
Subgrade Prep - Concrete Walk	306-01000	× 742	SY	\$2.11	\$1,566.56
5' Concrete Walk (6" Thick)	608-00006	742	SY	\$46.67	\$34,649.88
			Stree	t Subtotal ^{l″}	\$36,216. <u>44</u>
	Summary - Phas	se Two Impro	vement	s Subtotal [®]	\$36,216.44
		Additional 20	0% Adm	inistration [©]	\$7,243.29
		5%	Inflation	n per Year [\$2,172.99
·		5% Infla	ation per	Year Two 🖺	\$2,281.64
	Pha:	se Two Imp	roveme	nts Total	\$47,914.35

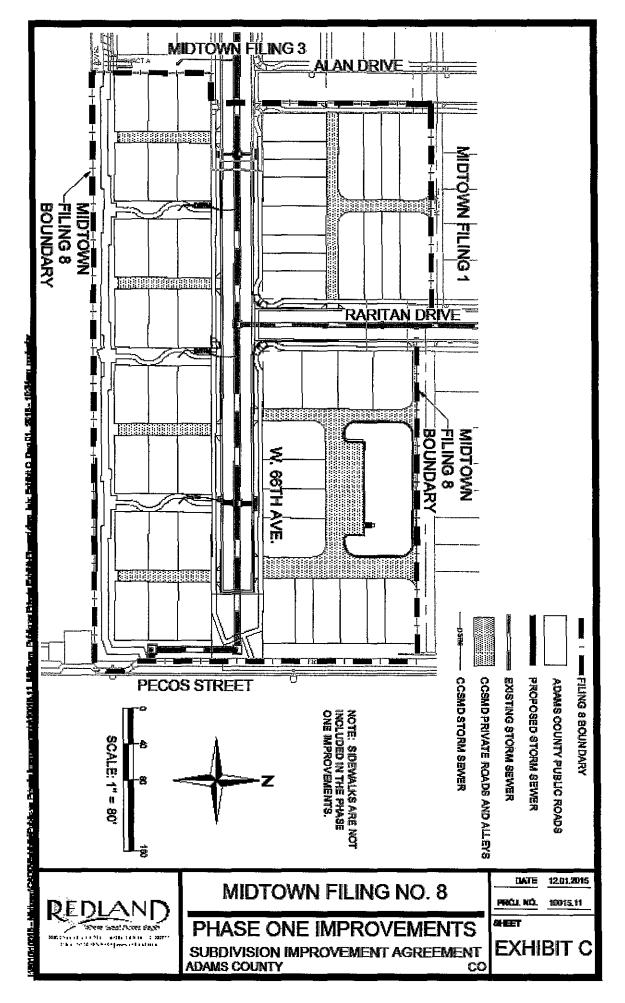
Midtown Filing 8 (Summary)

Phase One & Two Improvements Opinion of Probable Cost Estimate Date: 01/29/2016 JN: 10015.11

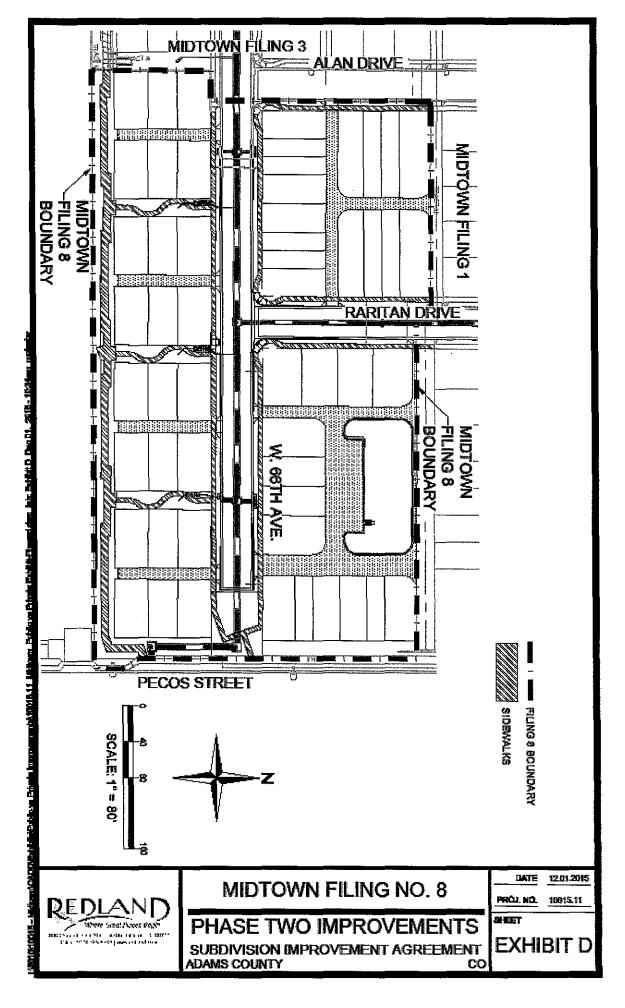
ปีN: 10015.11					
				UNIT	TOTAL
Grading	CDOT	QUANTI		PRICE	COST
Cut to Fill	•	4,600	CY	\$2.35	\$10,810.00
Estimated Import Fill		400	CY	\$5.00	\$2,000.00
Strip and Respread (Topsoil)		2,780	CY	\$4.53	\$12,593.40
				Grading Subtotal [№]	\$25,403.40
				UNIT	TOTAL
Storm Sewer	CDOT	QUANTI [*]	TY UNIT	PRICE	COST
30" RCP (0-8' depth)	603-01300	27	LF	\$122.00	\$3,294.00
10' Type 'R' Inlet	604-19110	1	EA	\$9,714.00	\$9,714.00
20' Type 'R' Inlet	604-19515	1	EA	\$13,550.00	\$13,550.00
			Sto	rm Sewer Subtotal [⊭]	\$26,558.00
				UNIT	TOTAL
Street Improvements	CDOT	QUANTI	TY UNIT	PRICE	COST
Concrete					
6" Vertical Curb and Gutter (2' Pan)	609-21020	1,162	LF	\$24.18	\$28,097.16
8' Concrete Crosspan (Pavement)	412-00800	67	SY	\$35.51	\$2,379.17
Subgrade Prep - Concrete Walk	306-01000	742	SY	\$2.11	\$1,566.56
5' Concrete Walk (6" Thick)	608-00006	742	SY	\$4 6.67	\$34,649.88
Mid-Block Ramp	608-00010	14	SY	\$135.45	\$1,936.94
Curb Return w/ Handicap Ramp (15' Radius	i) 608-00010	<u> 40</u>	SY	\$135.45	\$5,445.09
Paving					paren
Subgrade Prep	306-01000		SY	\$2.11	\$6,666.43
Asphalt (Bottom Lift - 4" Thick)	403-33841		TON	\$77 .97	\$42,415.68
Asphalt (Top Lift - 2" Thick)	403-33871	272	TON	\$87.50	\$23,800.00
Adjust Manhole to Grade	210-04010	12	EΑ	\$825.65	\$9,907.80
Adjust Valves to Grade	210-04050	[⊮] 6	EA	\$416.37	\$2,498.22
Sweep Streets	637-00100	544	SY	\$0.60	\$326.40
Signage and Striping					
Street Signs and Barricades		⁵ 4	EA	\$688.00	\$2,752.00
Remove Existing Type III Barricade	202-00810	2	EA	\$103.74	\$207.48
End Road Delineator (OM4-2)	0	3	EA	\$250.00	\$750.00
Ory Utilities Street Light (Local)		3	EA	\$6,400.00	\$19,200.00
·				Street Subtotal [▽]	\$182,598.80
			,9	Summary - Subtotal	\$234,560.20
•		,		20% Administration	\$46,912.04
		,		% Inflation per Year	\$14,073.61
				lation per Year Two	\$14,777.29
		-	270 1111.	Total *	\$310,323.15

<u>EXHIBIT C</u>

Midtown Filing 8 – Phase One Improvements Exhibit



 $\underline{\textbf{EXHIBIT D}}$ Midtown Filing 8 - Phase Two Improvements Exhibit



 $\underline{\textbf{EXHIBIT E}}$ Midtown Filing 8 - Public/Private Improvements Exhibit

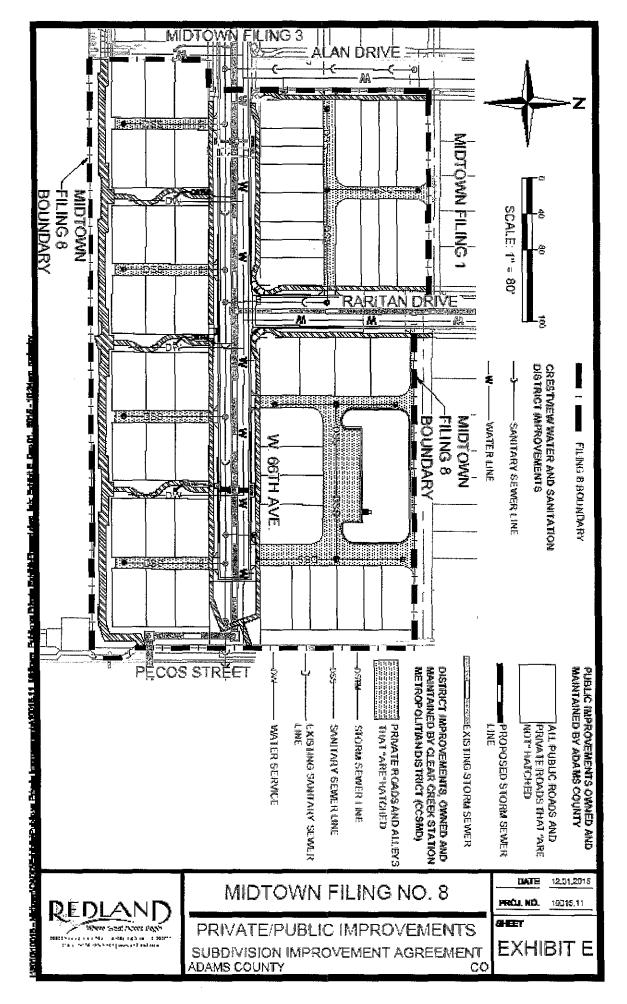




Exhibit A: Midtown at Clear Creek Subdivision Filing No. 8



For display purposes only.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 13, 2018
SUBJECT: Final Acceptance for the Public Improvements at the Midtown at Clear Creek Subdivision, Fil. No. 7, 68 th Ave. and Mariposa Street
FROM: Jeffery A. Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution granting Final Acceptance of the public improvements at the Midtown at Clear Creek Subdivision, Fil. No. 7, 68 th Avenue and Mariposa Street, (Case No. PRC2015-00012 and SIA2016-00001).

BACKGROUND:

The Midtown at Clear Creek Subdivision Filing No. 7, is generally located at 68th Avenue and Mariposa Street in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on October 3, 2016. These public improvements have satisfactorily completed the guarantee period. Bond numbers BDTO500079016 and 929626003 have been placed as collateral in the amount of \$2,837,900.93 and will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works Department Adams County Community and Economic Development Department Adams County Attorney's Office

ATTACHED DOCUMENTS:

Resolution Resolution No. 2016-089 Resolution No. 2016-090 Exhibit A

FISCAL IMPACT:

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	al impact, pl	ease fully com	plete the
Fund:					
Cost Center:					
		Г	Object	Cubledges	A4
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budge	t:			
Total Revenues:					
				- -	
		Г	01: 4	0.11.1	A 4
			Object Account	Subledger	Amount
Current Budgeted Operating Expend	diture:		Account		
Add'l Operating Expenditure not inc		nt Budget:			
Current Budgeted Capital Expenditu					
Add'l Capital Expenditure not include	ded in Current I	Budget:			
Total Expenditures:					
New FTEs requested:	☐ YES	⊠ NO			
Future Amendment Needed:	☐ YES	⊠ NO			
Additional Note:					

RESOLUTION FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED AT THE MIDTOWN AT CLEAR CREEK SUBDIVISION FILING NO. 7, CASE NO. PRC2015-00012 AND SIA2016-00001

WHEREAS, the required public street improvements have been constructed at the Midtown at Clear Creek Subdivision Filing No. 7, Case No. PRC2015-00012 and SIA2016-00001, in accordance with the approved construction drawings; and,

WHEREAS, in accordance with the provisions of the Adams County Development Standards and Regulations the public improvements have satisfactorily completed the guaranty period; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, the Adams County Public Works Department has inspected the public improvements for Final Acceptance; and,

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at the Midtown at Clear Creek Subdivision Filing No. 7; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved subdivision improvements agreement as approved by resolution numbers 2016-089 and 2016-090, and the posted collateral as noted in bond numbers BDTO500079016 and 929626003 in the amount of \$2,837,900.93 will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the Midtown at Clear Creek Subdivision Filing No. 7, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

STATE OF COLORADO) COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 26^{th} day of January, 2016 there were present:

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

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

RESOLUTION APPROVING APPLICATION IN CASE #PRC2015-00012 MIDTOWN FILING 7

Resolution 2016-089

WHEREAS, this case involved an application for 1) Final Development Plan (FDP) to allow 109 lots on approximately 19 acres in the P-U-D, Planned Unit Development zone district; 2) Major Subdivision (Preliminary/Final Plat) to create 109 lots on approximately 19 acres in the P-U-D, Planned Unit Development zone district; and 3) Subdivision Improvement Agreement (SIA) for Filing No. 7.

LEGAL DESCRIPTION:

SECT,TWN,RNG:4-3-68 DESC: NW4 SE4 EXC ROW OF CO RD AND EXC 33 FT ON S SIDE FOR LOWER CLEAR CREEK DT AND EXC PART PLATTED MIDTOWN AT CLEAR CREEK FLG 5 REC NO 2014000091485

APPROXIMATE LOCATION: 68TH AVE & PECOS ST.

WHEREAS, on the 26^h day of January, 2016, the Board of County Commissioners held a public hearing on the application of Midtown LLC, Case # PRC2015-00012; and,

WHEREAS, substantial testimony was presented by members of the public and the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendations of the Department of Community and Economic Development and the Planning Commission, the application in this case be hereby APPROVED based upon the following findings of fact and subject to the fulfillment of the following conditions by the applicant:

Findings of Fact:

- 1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
- 2. The preliminary plat is consistent with the purposes of these standards and regulations.
- 3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
- 4. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
- 5. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
- 6. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.

- 7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
- 8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
- 9. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
 - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
 - e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.
- 10. The final plat is consistent and conforms to the approved preliminary plat.
- 11. The final plat is in conformance with the subdivision design standards.
- 12. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
- 13. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
- 14. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
- 15. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.
- 16. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
- 17. The FDP conforms to the P.U.D. standards.
- 18. The FDP is consistent with any approved PDP for the property.
- 19. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Transportation, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

Notes to the Applicant:

- I. The applicant shall include "no parking" signage on all fire lanes.
- 2. The applicant shall place stakes on the z-lots and provide final as-built surveys of the homes measured from the finished exterior wall to the lot line with building permit applications.
- 3. All applicable building, zoning, health, engineering, and fire codes shall be adhered to with this request.

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

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

STATE OF COLORADO)
County of Adams)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 26th day of January, A.D. 2016.

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

Stan Martin:



By:

E-Signed by Erica Hannah (?)

VERIFY authenticity With e-Sign

Deputy

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING 7

Resolution 2016-090

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

WHEREAS, on July 8, 2014, in Case No. PUD2013-00010, Midtown at Clear Creek Second Amendment to the Preliminary Development Plan, the Board of County Commissioners approved a Second Amendment to the approved Preliminary Development Plan; and,

WHEREAS, Condition Precedent No. 18 for Case No. PUD2013-00010 requires that an SIA be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, on January 26, 2016, the Board of County Commissioners, in Case No. PRC2015-00012, Midtown at Clear Creek Filing No. 7, approved a Final Development Plan and Major Subdivision (Preliminary/Final Plat) to allow 109 lots on approximately 19 acres in the P-U-D, Planned Unit Development zone district; and,

WHEREAS, the Developer has provided collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Subdivision Improvements Agreement for Midtown at Clear Creek Filing 7, Case No. PRC2015-00012.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Subdivision Improvements Agreement for Midtown at Clear Creek Filing 7, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

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

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

STATE OF COLORADO)
County of Adams)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 26th day of January, A.D. 2016.

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

Stan Martin:



By:

Pasigned by Erica Hannah/
VERIFY autilent gry/ with a sign

Deputy

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 7
Case No.

SUBDIVISION IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING 7

THIS SUBDIVISION IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING 7 (this "Agreement") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, hereinafter called "Developer."

WITNESSETH:

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

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

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

1. Intentionally Deleted.

- 2. Engineering Services. Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described in Exhibit B and depicted on Exhibit C and Exhibit D attached hereto, and by this reference made a part hereof. All construction plans and engineering reports prepared by the Developer in connection with the design and construction of the improvements described in Exhibit B and depicted on Exhibit C and Exhibit D must be first approved by the County.
- 3. **Drawings and Estimates**. The Developer shall furnish drawings and cost estimates for all improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D** for approval by the County. Upon request the Developer shall furnish one set of "as built" drawings and a final statement of construction costs to the County.
- 4. **Construction**. Developer shall furnish and construct, at its own risk, and at its own expense and in accordance with drawings and materials approved by the County, the improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D**. Developer will construct the improvements in two phases. First, Developer will construct the improvements described in **Exhibit B** as the Phase One Improvements and depicted on **Exhibit C**, (the "Phase One Improvements"). The Developer will install the sidewalks within Filing 7 described in **Exhibit B** as the Phase Two Improvements and depicted on **Exhibit D** (the "Phase Two Improvements") in conjunction with the construction of residential dwellings within Filing 7.

5. Preliminary Acceptance.

- a. <u>Phase One Improvements</u>. When the Developer has completed construction of the Phase One Improvements, it will provide the County with written notice of such completion. Preliminary Acceptance of the Phase One Improvements shall trigger the one (1) year warranty period for the Phase One Improvements. After granting Preliminary Acceptance of the Phase One Improvements, the County will issue building permits for the construction of residential dwellings within Filing 7 after receipt of proper application for such a building permit.
- b. <u>Phase Two Improvements</u>. When the Developer has completed construction of the Phase Two Improvements, it will provide the County with written notice of such completion. Preliminary Acceptance of the Phase Two Improvements shall trigger the one (1) year warranty period for the Phase Two Improvements.

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 7
Case No.

6. Final Acceptance.

- a. <u>Phase One Improvements.</u> Upon the completion of the one (1) year warranty for the Phase One Improvements, the Developer will request that the County issue Final Acceptance for the Phase One Improvements.
- b. <u>Phase Two Improvements</u>. Upon the completion of the one (1) year warranty for the Phase Two Improvements, the Developer will request that the County issue Final Acceptance for the Phase Two Improvements.
- 7. **Time for Completion**. All Phase One Improvements and Phase Two Improvements shall be completed according to the terms of this Agreement by December 31, 2018, (the "final construction completion date"). The Developer may for good cause request, and the County may grant, an extension of time for completion of any part, or all, of the improvements appearing on said **Exhibit B**. Any extension of time shall be in writing and agreed to by the parties. The Developer shall be in default of this Agreement if the improvements are not completed by the "final construction completion date," as amended.

8. Guarantee of Compliance/Collateral.

a. Type and Amount of Collateral - Developer shall furnish to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral shall be in the initial amount of Two Million Five Hundred Seventy Thousand One Hundred Sixty-Nine and 38/100 U.S. Dollars (\$2,570,169.38), which includes twenty percent (20%) for administration and five percent (5%) per year for inflation for the term of this Agreement (the "Bond"). The County shall release the Collateral in accordance with Section 8.b below.

b. Release of Collateral.

- i. Upon Preliminary Acceptance. The Developer may request that the County release the Bond after the County's Preliminary Acceptance of the Phase One Improvements. If the Developer seeks to have the Bond released, the Developer must provide the County with a performance bond in the amount of Two Hundred Sixty Seven Thousand Seven Hundred Thirty One and 54/100 U.S. Dollars (\$267,731.54) (the "Phase Two Bond") to secure the completion of the Phase Two Improvements and maintenance of the Phase One Improvements during the one (1) year warranty period. Completion of said improvements shall be determined solely by the County. Within thirty (30) days after Preliminary Acceptance of the Phase One Improvements as provided for in Section 5 above, and the County's receipt of the Phase Two Bond, the County will return the Bond to the Developer and will execute any documents required by the Developer's bonding company to effectuate the release of the Bond.
- ii. Upon Final Acceptance. Within thirty (30) days after Final Acceptance of all the Phase Two Improvements by the Board of County Commissioners, the County will return the Phase Two Bond to the Developer and will execute any documents required by the Developer's bonding company to effectuate the release of the Phase Two Bond.
- 9. Accounting. Developer shall fully account to the County for all costs incurred in the construction of any public improvements in which the County is participating, and the books and records of Developer relating to such public improvements shall be open to the County at all reasonable times for the purpose of auditing or verifying such costs, until the date of Final Acceptance of the improvements.
- 10. Acceptance, Maintenance and Warranty of Public Improvements. All improvements designated "public" on <u>Exhibit E</u> shall be public facilities and become the property of the County or other public agencies upon final acceptance of the improvements. During the

Subdivision Improvements Agreeme	nt
Midtown LLC	
Midtown at Clear Creek Filing 7	
Case No	

period of one year from and after the Preliminary Acceptance of improvements, as provided for in Section 5, above, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship that, in the opinion of the County, shall become necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency, such written notice may be waived. The County, however, will use all reasonable efforts to provide notice and an opportunity to respond to such emergency to the Developer prior to undertaking any repairs.

- 11. **Successors and Assigns**. This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in **Exhibit A** attached hereto.
- 12. **Improvements and Dedication**. The undersigned Developer hereby agrees to provide the following improvements, and to dedicate the described property to the County.
 - a. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

Public Improvements shall include all roadway improvements (curb & gutter, sidewalk, pavement, storm sewer, street lights, signage and grading) for West 67th Avenue, West 67th Place, West 68th Avenue, Mariposa Court, Mariposa Street and Navajo Street as shown in the approved construction plans for Midtown at Clear Creek Filing 7 and on **Exhibit E**. The improvements shall be constructed in accordance with all County requirements and specifications, and the approved Construction Plans prepared by the Developer. All improvements shall be preliminarily accepted prior to the construction completion date set forth in Section 7 above.

b. **Public dedication of land for right-of-way purposes or other public purpose.**Upon approval of the final plat for the development known as <u>MIDTOWN AT CLEAR CREEK FILING 7</u> by the Board of County Commissioners, the Developer hereby agrees to convey by special warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

West 66th Avenue, West 67th Avenue, West 67th Place, West 68th Avenue, Mariposa Court, Mariposa Street and Navajo Street.

13. Public Land Dedication ("PLD") Fees.

The estimated PLD fee for the entire Midtown development is \$1,908,351.00. The exact PLD obligations will be calculated when a final plat application for each phase is submitted. The PLD fee for Filing No. 7 is \$213,705.09. The Developer shall submit bonds for these fees as collateral. This is based on the current understanding that the Developer will ultimately dedicate land to a district or other entity as approved by Adams County and pay for park construction costs. Additionally, the bond for the schools portion of the PLD fee is submitted based on the Developer's stated intent to dedicate five (5) acres of land within the development to Mapleton School District. Negotiations between Developer and Mapleton School District are ongoing but not yet finalized as of the time of Filing No. 7. The bonds will have an expiration date as specified below. If the PLD obligations have not been fulfilled as specified below, the County will cash the bonds and no future credits or refunds of these fees will be available.

School and Parks Update

(a) **School.** Pursuant to the approved Second Amendment to the PDP, Developer is willing to dedicate five (5) acres to Adams County to be dedicated to Mapleton School

Subdivision Improvements Agreement Midtown LLC Midtown at Clear Creek Filing 7 Case No.

District (the "School District") within a future filing. The Developer is in ongoing negotiations with the School District in connection with a proposal to meet the School District's needs for a K-8 Performance and Arts School located in the Midtown subdivision. Accordingly, the Developer has proposed the dedication of a parcel of property in Filing 6 of the Midtown subdivision to the School District in exchange for which the aforementioned five (5) acre school site in parcel 1 would be released back to Developer for residential use. In either event, the outcome will result in an offset against the cash inlieu owed to the School District. Developer shall provide a surety bond to the County in the amount of \$81,018.96 in order to satisfy the Schools portion of the PLD requirements for Filing No. 7. This bond shall expire on December 9, 2017. After December 9, 2016, the County may cash the bond if the Developer has not fulfilled the PLD requirements by dedicating the minimum five (5) acre site within Filing 6.

(b) Parks. Arcadis and Brownfield Partners have been engaged for environmental cleanup efforts on the former facility parcel, which are ongoing. Upon the completion of the cleanup, Developer proposes to construct a 43-acre park as depicted in the Second Amendment to the PDP. The park will be fully designed and developed by the Clear Creek Station Metropolitan District No. 1 ("CCSMD") in coordination with adjacent districts or other entities as approved by Adams County. Upon completion of the park development the 43-acres will be turned over to a district or other entity selected by CCSMD and approved by Adams County for operations and maintenance. If the entity selected the district or other entity approved by Adams County chooses not to engage in an agreement with the CCSMD to take over maintenance and operations, then CCSMD will maintain the park. In light of Developer's proposal to dedicate a 2-acre neighborhood park within the Midtown development and a 43-acre park to a CCSMD selected district, Developer shall provide surety bonds in favor of the County until the parks are constructed. Such bonds and the ultimate construction of the parks would offset any Neighborhood Park PLD cashin-lieu fees for earlier phases. If any Neighborhood Park PLD fees for each phase are not covered by the park acreage to be dedicated, then cash-in-lieu for the difference shall be paid to the County at the time of submittal of a final plat application for that phase.

Developer shall provide a surety bond to the County in the amount of \$80,415.34 in order to satisfy the Neighborhood Parks Public Land Dedication requirement for Filing No. 7. This bond shall expire on December 9, 2018. After December 9, 2017, the County may proceed with actions to cash the bond if the Developer has not yet fulfilled the Neighborhood Parks PLD requirements for Filing No. 7 by dedicating neighborhood parks land in future filings. If cashed, the money from this bond shall be held in an account by the County subject to the requirements of Section 5-05 of the Adams County Development Standards and Regulations.

The planned 43-acre park shall be credited toward the Developer's Neighborhood Park PLD requirements. The County has not yet determined whether any credit will be given toward Regional Park PLD requirements. As such, the Developer shall pay \$52,270.30 cash-in-lieu to fulfill the Regional Park PLD requirement for Filing No.7.

14. **Metropolitan Districts.** Notwithstanding any provision hereof to the contrary and in furtherance of the provisions of this Agreement, Developer shall have the right to assign certain of its obligations and responsibilities hereunder to CCSMD or another special or metropolitan district created for the purpose of constructing, operating and/or maintaining public and private improvements. The County acknowledges that in 2007 the County approved a consolidated Service Plan for CCSMD together with the Clear Creek Station Metropolitan District Nos. 2 and 3 (collectively, the "Districts"), and that it is specifically contemplated that one or more of the Districts may undertake and complete financing, development and construction of any or all of the Improvements defined under Section 16 or as described elsewhere in this Agreement, subject to a maximum mill levy of fifty (50) mills in connection therewith, as adjusted per Section VII(C) of the Service Plan. Notice of any such assignment shall be given to the County at least 30 days prior to such assignment in

Subdivision Improvements Agreeme	ent
Midtown LLC	
Midtown at Clear Creek Filing 7	
Case No.	

accordance with Section 16 hereof. Any such assignment shall not be made without the express written consent of the County. Such consent shall not be unreasonably withheld. Said notice shall contain the effective date of such assignment.

- 15. **Entire Agreement/Amendment.** This Agreement shall constitute the entire Agreement between the parties. No subsequent amendment hereto shall be valid unless made in writing and executed by the parties hereto provided.
- 16. **Notices**. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the party to whom notice is given, (ii) one business day after being deposited with a reputable overnight courier service, if delivered by overnight mail, (iii) upon confirmed facsimile transmission, or (iv) on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

To County at:

County of Adams Adams County Government Center 4430 S. Adams County Parkway Attention:

Telephone:720-523-6116 Facsimile: 720-523-6114

with a copy to:

County of Adams Adams County Government Center 4430 S. Adams County Parkway 5th Floor Suite C5000B Attention: County Attorney Facsimile: 720-523-6114

To Developer at:

Midtown LLC Attention: Chris Petro Brookfield Residential 6465 S. Greenwood Plaza Blvd., Suite 700 Centennial, CO 80111 Facsimile: (303) 706-9453

with a copy to:

Foster Graham Milstein & Calisher, LLP Attention: Jerri L. Jenkins, Esq. 360 S. Garfield Street, 6th Floor Denver, Colorado 80209 Facsimile: (303) 333-9786

*******SIGNATURES ON FOLLOWING PAGE******

Subdivision Improvements Agreement Midtown LLC Midtown at Clear Creek Filing 7 Case No.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

DEVELOPER:

Midtown LLC, a Colorado limited liability company

By: AMelysaryfull	<u> </u>
Name: ASMENTAMEDII	<u> </u>
Title: CFO	<u> </u>
The foregoing instruments, was acknowledge 1000000000000000000000000000000000000	sufelli as of Midtown
Address: 1445 Greenwood Plaza Blud # Contennal, CO 80111	NOTARY PUBLIC
APPROVED BY resolution at the meeting of	STATE OF COLORADO NOTARY ID 20144015866 MY COMMISSION EXPIRES APRIL 11, 2018 TANUMY 2018.
ATTEST:	BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO
Clerk of the Board	Haven J. Monus Chairman

APPROVED AS TO FORM
COUNTY ATTORNEY

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 7
Case No.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A

A PARCEL OF LAND BEING ALL OF TRACT E, MIDTOWN AT CLEAR CREEK-FILING NO. 5 AS RECORDED UNDER RECEPTION NO. 2014000091485 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE TOGETHER WITH A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 4 MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 28664", IN A MONUMENT BOX, WHENCE THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519", IN A MONUMENT BOX. BEARS SOUTH 00°00'15" WEST, A DISTANCE OF 1324.85 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE SOUTH 69°16'24" EAST, A DISTANCE OF 85.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST 68TH AVENUE AS DESCRIBED IN BOOK 3658 AT PAGE 687, IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AS DESCRIBED IN BOOK 3658 AT PAGE 687 AND BOOK 3999 AT PAGE 531, SOUTH 89°48'22" EAST, A DISTANCE OF 1,786.53 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2007000079792, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 38°21'59" EAST, A DISTANCE OF 12.79 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, NORTH 89°48'22" WEST, A DISTANCE OF 595.45 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 220.48 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 69.50 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 52.00 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 93.51 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 61.88 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 53.51 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 325.54 FEET;

THENCE SOUTH 00°24'51" EAST, A DISTANCE OF 249.02 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 286.85 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF A PARCEL OF LAND AS DESCRIBED IN BOOK 73 AT PAGE 186 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89°51'48" WEST, A DISTANCE OF 61.99 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID EAST LINE, SOUTH 00°05'55" EAST, A DISTANCE OF 85.00 FEET TO THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 4;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SOUTH 00°07'15" EAST, A DISTANCE OF 11.92 FEET;

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 7
Case No.

THENCE DEPARTING SAID EAST LINE, SOUTH 89°52'45" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LIPAN STREET AND THE EASTERLY BOUNDARY OF PARCEL 2 WESTERN PAVING TRACT, FIRST FILING AS RECORDED AT FILE 14, MAP 29, IN SAID RECORDS, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND AS DESCRIBED IN BOOK 2020 AT PAGE 586, IN SAID RECORDS;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE AND EASTERLY BOUNDARY, ALONG SAID SOUTHERLY BOUNDARY, NORTH 89°57'38" WEST, A DISTANCE OF 288.65 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT E;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT E AND THE EASTERLY AND NORTHERLY BOUNDARIES OF SAID MIDTOWN AT CLEAR CREEK-FILING NO. 5 THE FOLLOWING THREE (3) COURSES:

- 1. DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 00°16'34" EAST, A DISTANCE OF 547.03 FEET;
- 2. THENCE NORTH 89°43'26" WEST, A DISTANCE OF 370.00 FEET;
- THENCE NORTH 44°43'26" WEST, A DISTANCE OF 21.21 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, NORTH 00°16'34" EAST, A DISTANCE OF 731.54 FEET;

THENCE NORTH 89°48'22" WEST, A DISTANCE OF 556.53 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF PECOS STREET AS DESCRIBED IN BOOK 3658 PAGE 687, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF WAY, NORTH 45°05'57" EAST, A DISTANCE OF 14.12 FEET TO THE **POINT OF BEGINNING**,

CONTAINING AN AREA OF 17.578 ACRES, (765,679 SQUARE FEET), MORE OR LESS.

TOGETHER WITH:

PARCEL B

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 4 MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 28664", IN A MONUMENT BOX, WHENCE THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519", IN A MONUMENT BOX. BEARS SOUTH 00°00'15" WEST, A DISTANCE OF 1324.85 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE SOUTH 69°16'24" EAST, A DISTANCE OF 85.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST 68TH AVENUE AS DESCRIBED IN BOOK 3658 AT PAGE 687, IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 89°48'22" EAST, A DISTANCE OF 1786.53 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2007000079792, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED THE FOLLOWING TWO (2) COURSES:

- 1. DEPARTING SAID SOUTHERLY RIGHT OF WAY, SOUTH 38°21'59" EAST, A DISTANCE OF 207.63 FEET
- 2. SOUTH 51°23'53" EAST, A DISTANCE OF 128.80 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED THE FOLLOWING SIX (6) COURSES:

- 1. SOUTH 51°23'53" EAST, A DISTANCE OF 109.63 FEET;
- 2. SOUTH 76°03'38" EAST, A DISTANCE OF 308.66 FEET;

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 7
Case No.

- 3. SOUTH 13°10'31" WEST, A DISTANCE OF 28.49 FEET;
- 4. SOUTH 48°37'29" WEST, A DISTANCE OF 149.88 FEET;
- 5. SOUTH 79°10'35" WEST, A DISTANCE OF 189.18 FEET;
- 6. SOUTH 58°45'32" WEST, A DISTANCE OF 155.11 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED NORTH 31°14'28" WEST, A DISTANCE OF 73.46 FEET;

THENCE NORTH 15°37'26" EAST, A DISTANCE OF 335.11 TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 2.050 ACRES, (89,319 SQUARE FEET), MORE OR LESS.

THE COMBINED AREA OF PARCELS A AND B BEING 19.628 ACRES, (854,998 SQUARE FEET), MORE OR LESS.

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 7
Case No.

EXHIBIT B

Midtown Filing 7 Public Improvements

Midtown Filing 7 (W. 67th Ave.)					
Phase One Improvements					
Opinion of Probable Cost Estimate					
Date: 11/24/2015					
JN: 10015.15					
	ļ	THE STATE OF THE S			
				UNIT	TOTAL
Street Improvements	CDOT	QUANTITY	UNIT	PRICE	COST
Concrete	<u> </u>	,			
6" Vertical Curb and Gutter (2' Pan)	609-21020	324	LF	\$21.11	\$6,839.64
8' Concrete Crosspan		1	EA	\$2,875.00	\$2,875.00
Curb Return w/ Handicap Ramp (15' Radius)		2	EΑ	\$1,110.00	\$2,220.00
Paving					# 100 to 100
Subgrade Prep	306-01000	624	SY	\$2.11	\$1,316.64
Asphalt (Bottom Lift - 4" Thick)	403-33841	118	TON	\$77.97	\$9,200.46
Asphalt (Top Lift - 2" Thick)	403-33871	59	TON	\$87.50	\$5,162.50
Adjust Manhole to Grade	210-04010	1	ΕÁ	\$660.44	\$660.44
Sweep Streets		522	SY	\$0.16	\$83.52
Signage and Striping				; !	
Street Signs and Barricades		2	EΑ	\$688.00	\$1,376.00
Traffic Delineator (OM2-1V)		2	EΑ	\$250.00	\$500.00
Dry Utilities	1				
Street Light (Local)		1	EA	\$6,400.00	\$6,400.00
				Street Subtotal	\$36,634.20
	W. 67th Av	re Phase (one Imp	rovements Total	\$36,634.20

Phase One Improvements					
Opinion of Probable Cost Estimate					
Date: 11/24/2015					
JN: 10015.15					
				UNIT	TOTAL
Storm Sewer	CDOT	QUANTITY	UNIT	PRICE	COST
24" RCP (0-8' depth)	603-01240	18	LF	\$106.63	\$1,919.34
30" RCP (0-8' depth)	603-01300	167	LF	\$110.00	\$18,370.00
36" RCP (0-8' depth)	603-01360	128	LF	\$139.21	\$17,818.88
6' Dia. Manhole	604-30015	1	EA	\$8,218.80	\$8,218.80
10' Type 'R' Inlet	604-19110	1	EA	\$5,171.32	\$5,171.32
25' Type 'R' Inlet	-	1	EΑ	\$15,000.00	\$15,000.00
Remove 5' Dia. Manhole	202-00021	3	EA	\$756.78	\$2,270.34
Remove 24" RCP	202-00035	183	LF	\$24.53	\$4,488.99
Remove 30" RCP	202-00035	83	LF	\$24.53	\$2,035.99
Remove 24" FES	202-00037	1	EA	\$233.06	\$233.06
Remove 30" FES	202-00037	1	EA	\$233.06	\$233.06
Remove Type 'C' Inlet	202-00019	1	ΕA	\$773.84	\$773.84
Remove Riprap	202-00027	47	ÇY	\$15.58	\$732.26
		-			
	:		Ston	n Sewer Subtotal	\$77,265.88
				UNIT	TOTAL
Street Improvements		QUANTITY	UNIT	PRICE	COST
Concrete	i				
6" Vertical Curb and Gutter (2' Pan)	609-21020	451	LF	\$21.11	\$9,520.61
Paving				·	
Subgrade Prep	306-01000	776	SY	\$2.11	\$1,637.36
Asphalt (Bottom Lift - 4" Thick)	403-33841	149	TON	\$77.97	\$1 1,617.53
Asphalt (Top Lift - 2" Thick)	403-33871		TON	\$87.50	\$6,562.50
Adjust Manhole to Grade	210-04010	3	ΕA	\$660.44	\$1,981.32
Sweep Streets		662	SY	\$0.16	\$105.92
Signage and Striping					Ψ.00.02
Street Signs and Barricades		4	ΕA	\$688.00	\$2,752.00
Dry Utilities	**************************************			Ψ000.00	¥=,702.00
Street Light (Local)		1	ΕA	\$6,400.00	\$6,400.00
onour Light (Lood)		·		φο, που. σο	ψυ, του. υ
				Street Subtotal	\$40,577.24
				Shoot Subtotal	ψ-τυ,υ11.24
	VEC 00(1) A			rovements Total	\$117,843.12

Phase One Improvements					
Opinion of Probable Cost Estimate				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Date: 11/24/2015	<u> </u>				
JN: 10015.15	†				PROFESSIONAL PROPERTY AND ADMINISTRATION OF THE PROPERTY OF TH
·					
				UNIT	TOTAL
Street Improvements	CDOT	QUANTITY	UNIT	PRICE	COST
Concrete					
6" Vertical Curb and Gutter (2' Pan)	609-21020	908	LF	\$21.11	\$19,167.88
Alley Curb Cut / Approach		1	EA	\$1,011.33	\$1,011.33
Curb Return w/ Handicap Ramp (15' Radius)	l.	2	EA	\$1,110.00	\$2,220.00
Paving					
Subgrade Prep	306-01000	2,026	SY	\$2.11	\$4,274.86
Asphalt (Bottom Lift - 4" Thick)	403-33841		TON	\$77.97	\$30,330.33
Asphalt (Top Lift - 2" Thick)	403-33871		TON	\$87.50	\$16,975.00
Adjust Manhole to Grade	210-04010		EA	\$660.44	\$1,981.32
Adjust Valves to Grade	210-04050		EA	\$293.27	\$586.54
Sweep Streets		1,727	SY	\$0.16	\$276.32
Signage and Striping	į				
Street Signs and Barricades		2	ĒΑ	\$688.00	\$1,376.00
Traffic Delineator (OM2-1V)		1	EA	\$250.00	\$250.00
Dry Utilities					
Street Light (Local)		1	EA	\$6,400.00	\$6,400.00
	i ;				
				Street Subtotal	\$84,849.58
	·				
Midtown Filing 7 (Mariposa St.) Phase One Improvements		Ct Phase C	ne Impi	rovements Total	\$84,849.58
		Ct Phase C	one Impi	rovements Total	\$84,849.58
Phase One Improvements Opinion of Probable Cost Estimate		Ct Phase C	ne Impi	rovements Total	\$84,849.58
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015		Ct Phase C	One Impi	rovements Total	\$84,849.58
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015		Ct Phase C	One Impi	rovements Total	\$84,849.58
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015		Ct Phase C	UNIT		TOTAL
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete				UNIT PRICE	TOTAL
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements				UNIT	TOTAL
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) Alley Curb Cut / Approach	CDOT	QUANTITY	UNIT	UNIT PRICE	
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) Alley Curb Cut / Approach 8' Concrete Crosspan	CDOT	QUANTITY 2,201	UNIT	UNIT PRICE \$21.11 \$1,011.33 \$2,875.00	TOTAL COST \$46,463.11 \$3,033.99 \$2,875.00
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) Alley Curb Cut / Approach 8' Concrete Crosspan Mid-Block Ramp	CDOT	2,201 3 1	UNIT LF EA	UNIT PRICE \$21.11 \$1,011.33 \$2,875.00 \$1,068.88	TOTAL COST \$46,463.11 \$3,033.99 \$2,875.00 \$1,068.88
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) Alley Curb Cut / Approach 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius)	CDOT	QUANTITY 2,201 3 1	UNIT LF EA EA	UNIT PRICE \$21.11 \$1,011.33 \$2,875.00	TOTAL COST \$46,463.11
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) Alley Curb Cut / Approach 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius) Paving	CDOT 609-21020	QUANTITY 2,201 3 1 1	UNIT LF EA EA EA	\$21.11 \$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00	TOTAL COST \$46,463.11 \$3,033.99 \$2,875.00 \$1,068.88 \$2,220.00
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) Alley Curb Cut / Approach 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius) Paving Subgrade Prep	CDOT 609-21020	QUANTITY 2,201 3 1 2 5,044	UNIT LF EA EA EA SY	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00	TOTAL COST \$46,463.11 \$3,033.99 \$2,875.00 \$1,068.88 \$2,220.00
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) Alley Curb Cut / Approach 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius) Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick)	CDOT 609-21020 306-01000 403-33841	QUANTITY 2,201 3 1 1 2 5,044 907	UNIT LF EA EA EA SY TON	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97	TOTAL COST \$46,463.11 \$3,033.99 \$2,875.00 \$1,068.88 \$2,220.00 \$10,642.84 \$70,718.79
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) Alley Curb Cut / Approach 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius) Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick)	CDOT 609-21020 306-01000 403-33841 403-33871	2,201 3 1 1 2 5,044 907 453	UNIT LF EA EA EA TON TON	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50	TOTAL COST \$46,463.11 \$3,033.99 \$2,875.00 \$1,068.88 \$2,220.00 \$10,642.84 \$70,718.79 \$39,637.50
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) Alley Curb Cut / Approach 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius) Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Adjust Manhole to Grade	CDOT 609-21020 306-01000 403-33841 403-33871 210-04010	2,201 3 1 1 2 5,044 907 453 2	UNIT LF EA EA EA TON TON EA	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44	TOTAL COST \$46,463.11 \$3,033.99 \$2,875.00 \$1,068.88 \$2,220.00 \$10,642.84 \$70,718.79 \$39,637.50 \$1,320.88
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) Alley Curb Cut / Approach 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius) Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Manhole to Grade Adjust Valves to Grade	CDOT 609-21020 306-01000 403-33841 403-33871	2,201 3 1 1 2 5,044 907 453 2 5	UNIT LF EA EA EA TON TON EA EA	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44 \$293.27	\$46,463.11 \$3,033.99 \$2,875.00 \$1,068.88 \$2,220.00 \$10,642.84 \$70,718.79 \$39,637.50 \$1,320.88 \$1,466.38
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) Alley Curb Cut / Approach 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius) Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Manhole to Grade Adjust Valves to Grade Sweep Streets	CDOT 609-21020 306-01000 403-33841 403-33871 210-04010	2,201 3 1 1 2 5,044 907 453 2	UNIT LF EA EA EA TON TON EA	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44	TOTAL COST \$46,463.11 \$3,033.99 \$2,875.00 \$1,068.88 \$2,220.00 \$10,642.84 \$70,718.79
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) Alley Curb Cut / Approach 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius) Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Manhole to Grade Adjust Valves to Grade Sweep Streets Signage and Striping	CDOT 609-21020 306-01000 403-33841 403-33871 210-04010	QUANTITY 2,201 3 1 1 2 5,044 907 453 2 5 4,029	UNIT LF EA EA EA TON TON EA EA SY	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44 \$293.27 \$0.16	\$46,463.11 \$3,033.98 \$2,875.00 \$1,068.88 \$2,220.00 \$10,642.84 \$70,718.79 \$39,637.50 \$1,320.88 \$1,466.38 \$644.64
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete	CDOT 609-21020 306-01000 403-33841 403-33871 210-04010	QUANTITY 2,201 3 1 1 2 5,044 907 453 2 5 4,029	UNIT LF EA EA EA TON TON EA EA SY TON TON EA EA	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44 \$293.27 \$0.16	\$46,463.11 \$3,033.99 \$2,875.00 \$1,068.86 \$2,220.00 \$10,642.84 \$70,718.79 \$39,637.50 \$1,320.86 \$1,466.36 \$644.64
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete	CDOT 609-21020 306-01000 403-33841 403-33871 210-04010	QUANTITY 2,201 3 1 1 2 5,044 907 453 2 5 4,029	UNIT LF EA EA EA TON TON EA EA SY	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44 \$293.27 \$0.16	\$46,463.12 \$3,033.98 \$2,875.00 \$1,068.88 \$2,220.00 \$10,642.84 \$70,718.79 \$39,637.50 \$1,320.88 \$1,466.38 \$644.64
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete	CDOT 609-21020 306-01000 403-33841 403-33871 210-04010	2,201 3 1 1 2 5,044 907 453 2 5 4,029	UNIT LF EA EA EA TON TON EA EA SY EA EA	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44 \$293.27 \$0.16 \$688.00 \$250.00	\$46,463.1° \$3,033.99 \$2,875.00 \$1,068.88 \$2,220.00 \$10,642.89 \$70,718.79 \$39,637.50 \$1,320.88 \$1,466.39 \$644.64
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete	CDOT 609-21020 306-01000 403-33841 403-33871 210-04010	QUANTITY 2,201 3 1 1 2 5,044 907 453 2 5 4,029	UNIT LF EA EA EA TON TON EA EA SY TON TON EA EA	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44 \$293.27 \$0.16	\$46,463.1* \$3,033.9\$ \$2,875.00 \$1,068.88 \$2,220.00 \$10,642.8* \$70,718.79 \$39,637.50 \$1,320.88 \$1,466.39 \$644.64
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete	CDOT 609-21020 306-01000 403-33841 403-33871 210-04010	2,201 3 1 1 2 5,044 907 453 2 5 4,029	UNIT LF EA EA EA TON TON EA EA SY EA EA	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44 \$293.27 \$0.16 \$688.00 \$250.00	\$46,463.1° \$3,033.99 \$2,875.00 \$1,068.88 \$2,220.00 \$10,642.84 \$70,718.79 \$39,637.50 \$1,320.88 \$1,466.39 \$644.64 \$2,064.00 \$250.00
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete	CDOT 609-21020 306-01000 403-33841 403-33871 210-04010	2,201 3 1 1 2 5,044 907 453 2 5 4,029	UNIT LF EA EA EA TON TON EA EA SY EA EA	\$21.11 \$1,011.33 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44 \$293.27 \$0.16 \$688.00 \$250.00	\$46,463.11 \$3,033.99 \$2,875.00 \$1,068.86 \$2,220.00 \$10,642.84 \$70,718.79 \$39,637.50 \$1,320.86 \$1,466.36 \$644.64

Midtown Filing 7 (W 67th Pl.)	}				
Phase One Improvements		1			
Opinion of Probable Cost Estimate			†		***************************************
Date: 11/24/2015					
JN: 10015.15					
	1				
				UNIT	TOTA
Street Improvements	CDOT	QUANTITY	/ UNIT	PRICE	COS
Concrete					44 - da 45 - 16 - 144 - 14
6" Vertical Curb and Gutter (2' Pan)	609-2102		<u> </u>	\$21.11	\$25,120.90
Alley Curb Cut / Approach		3	EA	\$1,011.33	\$3,033.99
Curb Return w/ Handicap Ramp (15' Radiu	3)	10	EA	\$1,110.00	\$11,100.00
Paving					n nomen i nomin <u>a nambon samont nacionale n</u> a
Subgrade Prep	306-0100		SY	\$2.11	\$6,188.6
Asphalt (Bottom Lift - 4" Thick)	403-3384		TON	\$77.97	\$44,286.96
Asphalt (Top Lift - 2" Thick)	403-3387	;	TON	\$87.50	\$24,850.0
Adjust Manhole to Grade	210-0401		EA	\$660.44	\$3,302.20
Adjust Valves to Grade	210-0405		EA	\$293.27	\$2,932.70
Sweep Streets		2,524	SY	\$0.16	\$403.8
Signage and Striping				***************************************	40.004.0
Street Signs and Barricades		3	EA	\$688.00	\$2,064.0
Traffic Delineator (OM2-1V)		1	EA	\$250.00	\$250.00
Dry Utilities	1			#A 400.00	405 000 0
Street Light (Local)		4	EA	\$6,400.00	\$25,600.0
				Street Subtotal	#4.40.400.0
Midtown Filing 7 (Navaio St.)	W 67t	h Pl Phase	One Imp	provements Total	
Midtown Filing 7 (Navajo St.) Phase One Improvements	W 67t	h Pl Phase	One Imp		\$149,133.2: \$149,133.2:
Phase One Improvements Opinion of Probable Cost Estimate	W 67t	h Pl Phase	One Imp		
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015	W 67t	h Pl Phase	One Imp		
Phase One Improvements Opinion of Probable Cost Estimate	W 67t	h Pl Phase	One Imp		
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015	W 67t	h Pl Phase	One Imp	provements Total	\$149,133.2
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15				provements Total	\$149,133.2
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements	W 67t	h PI Phase	One Imp	provements Total	\$149,133.2
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete	CDOT	QUANTITY	UNIT	UNIT PRICE	\$149,133.22 TOTAI
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan)		QUANTITY 450	UNIT	UNIT PRICE	\$149,133.22 TOTAL COST
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan	CDOT	QUANTITY	UNIT	UNIT PRICE	\$149,133.22 TOTAI
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving	CDOT 609-21020	QUANTITY 450 1	UNIT LF EA	UNIT PRICE \$21.11 \$2,875.00	TOTAL COS ⁻ \$9,499.50 \$2,875.00
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep	CDOT 609-21020 306-01000	QUANTITY 450 1	UNIT LF EA	UNIT PRICE \$21.11 \$2,875.00	TOTAL COS ⁻ \$9,499.50 \$2,875.00
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick)	CDOT 609-21020 306-01000 403-33841	QUANTITY 450 1	UNIT LF EA SY TON	UNIT PRICE \$21.11 \$2,875.00	TOTAL COS ⁻ \$9,499.50 \$2,875.00
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick)	CDOT 609-21020 306-01000 403-33841 403-33871	QUANTITY 450 1	UNIT LF EA	UNIT PRICE \$21.11 \$2,875.00	TOTAL COS ⁻ \$9,499.50 \$2,875.00
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Valves to Grade	CDOT 609-21020 306-01000 403-33841	QUANTITY 450 1 954 187	UNIT LF EA SY TON	UNIT PRICE \$21.11 \$2,875.00 \$2.11 \$77.97 \$87.50 \$293.27	**************************************
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Valves to Grade Sweep Streets	CDOT 609-21020 306-01000 403-33841 403-33871	QUANTITY 450 1 954 187 93	UNIT LF EA SY TON TON	UNIT PRICE \$21.11 \$2,875.00 \$2.11 \$77.97 \$87.50	**TOTAL COS** \$9,499.50 \$2,875.00 \$2,012.94 \$14,580.30 \$8,137.50
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Valves to Grade Sweep Streets Signage and Striping	CDOT 609-21020 306-01000 403-33841 403-33871	QUANTITY 450 1 954 187 93 1	UNIT LF EA SY TON TON EA	UNIT PRICE \$21.11 \$2,875.00 \$2.11 \$77.97 \$87.50 \$293.27	**TOTAL COS** \$9,499.50 \$2,875.00 \$2,012.94 \$14,580.39 \$8,137.50 \$293.2
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Valves to Grade Sweep Streets	CDOT 609-21020 306-01000 403-33841 403-33871	QUANTITY 450 1 954 187 93 1	UNIT LF EA SY TON TON EA	UNIT PRICE \$21.11 \$2,875.00 \$2.11 \$77.97 \$87.50 \$293.27	**TOTAL COS** \$9,499.50 \$2,875.00 \$2,012.94 \$14,580.39 \$8,137.50 \$293.2
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Valves to Grade Sweep Streets Signage and Striping	CDOT 609-21020 306-01000 403-33841 403-33871	954 187 93 1 829	UNIT LF EA SY TON TON EA SY	\$21.11 \$2,875.00 \$2.11 \$77.97 \$87.50 \$293.27 \$0.16	**TOTAL COS** \$9,499.50 \$2,875.00 \$2,012.94 \$14,580.39 \$8,137.50 \$293.23 \$132.64
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Valves to Grade Sweep Streets Signage and Striping Street Signs and Barricades	CDOT 609-21020 306-01000 403-33841 403-33871	QUANTITY 450 1 954 187 93 1 829	UNIT LF EA SY TON TON EA SY	UNIT PRICE \$21.11 \$2,875.00 \$277.97 \$87.50 \$293.27 \$0.16	TOTAL COS ⁻ \$9,499.56 \$2,875.06 \$2,012.94 \$14,580.33 \$8,137.56 \$293.21 \$132.64
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Valves to Grade Sweep Streets Signage and Striping Street Signs and Barricades Traffic Delineator (OM2-1V)	CDOT 609-21020 306-01000 403-33841 403-33871	QUANTITY 450 1 954 187 93 1 829	UNIT LF EA SY TON TON EA SY	UNIT PRICE \$21.11 \$2,875.00 \$277.97 \$87.50 \$293.27 \$0.16	TOTAL COS ⁻ \$9,499.56 \$2,875.06 \$2,012.94 \$14,580.33 \$8,137.56 \$293.21 \$132.64
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Valves to Grade Sweep Streets Signage and Striping Street Signs and Barricades Traffic Delineator (OM2-1V) Dry Utilities	CDOT 609-21020 306-01000 403-33841 403-33871	954 187 93 1 829	UNIT LF EA SY TON TON EA SY EA EA	UNIT PRICE \$21.11 \$2,875.00 \$2.11 \$77.97 \$87.50 \$293.27 \$0.16 \$688.00 \$250.00	\$149,133.22 TOTAL COS [*] \$9,499.50 \$2,875.00 \$2,012.94 \$14,580.30 \$8,137.50 \$293.21 \$132.64 \$1,376.00 \$500.00
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Valves to Grade Sweep Streets Signage and Striping Street Signs and Barricades Traffic Delineator (OM2-1V) Dry Utilities	CDOT 609-21020 306-01000 403-33841 403-33871	954 187 93 1 829	UNIT LF EA SY TON TON EA SY EA EA	\$21.11 \$2,875.00 \$2.11 \$77.97 \$87.50 \$293.27 \$0.16 \$688.00 \$250.00 \$6,400.00	**TOTAL COS** \$9,499.50 \$2,875.00 \$2,012.94 \$14,580.39 \$8,137.50 \$293.25 \$132.66 \$1,376.00 \$500.00 \$6,400.00
Phase One Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete 6" Vertical Curb and Gutter (2' Pan) 8' Concrete Crosspan Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Valves to Grade Sweep Streets Signage and Striping Street Signs and Barricades Traffic Delineator (OM2-1V) Dry Utilities	CDOT 609-21020 306-01000 403-33841 403-33871	954 187 93 1 829	UNIT LF EA SY TON TON EA SY EA EA	UNIT PRICE \$21.11 \$2,875.00 \$2.11 \$77.97 \$87.50 \$293.27 \$0.16 \$688.00 \$250.00	\$149,133.22 TOTAL COS [*] \$9,499.50 \$2,875.00 \$2,012.94 \$14,580.30 \$8,137.50 \$293.21 \$132.64 \$1,376.00 \$500.00

Phase One Improvements					
Opinion of Probable Cost Estimate	3 :				
Date: 11/24/2015]				ar 1994 yang dan gerapa yang dan salah dan
JN: 10015.15					
				UNIT	TOTAL
Storm Sewer	CDOT	QUANTITY	UNIT	PRICE	COST
18" RCP (0-8' depth)	603-01180	10	LF	\$74.58	\$745.80
24" RCP (0-8' depth)	603-01240	40	LF	\$106.63	\$4,265.20
30" RCP (0-8' depth)	603-01300	1,452	LF	\$110.00	\$159,720.00
5' Dia, Manhole	604-30010	5	ΕA	\$5,316.46	\$26,582.30
Type '13' Combination Inlet (Triple)		2	EA	\$6,500.00	\$13,000.00
Type '13' Combination Inlet (Single)	604-13005	1	EA	\$3,416.48	\$3,416.48
Remove 36" RCP	202-00035	172	LF	\$24.53	\$4,219.16
Remove 36" FES	202-00037	1	EA	\$233.06	\$233.06
Remove Storm Inlet	202-00019	1	EΑ	\$773.84	\$773.84
	The second of the second secon		Ston	m Sewer Subtotal	\$212,955.84
				UNIT	TOTAL
Street Improvements	<u>-</u>	QUANTITY	UNIT	PRICE	COST
Concrete					
6" Vertical Curb and Gutter (2' Pan)	609-21020	1,710	LF	\$21.11	\$36,098.10
Asphalt Milling / Resurfacing		4,898	SY	\$7.50	\$36,735.00
Curb Return w/ Handicap Ramp (15' Radius)		1	EA	\$1,110.00	\$1,110.00
Paving					
Subgrade Prep	306-01000	4,792	SY	\$2.11	\$10,111.12
Asphalt (Bottom Lift - 4" Thick)	403-33841	1,446	TON	\$77.97	\$112,744.62
Asphalt (Top Lift - 2" Thick)	403-33871	482	TON	\$87.50	\$42,175.00
Adjust Manhole to Grade	210-04010	1	EA	\$660.44	\$660.44
Adjust Valves to Grade	210-04050	5	EA	\$293.27	\$1,466.35
Sweep Streets		9,182	SY	\$0.16	\$1,469.12
Signage and Striping					THE PERSON NAMED IN COLUMN TWO IS NOT THE
Street Signs and Barricades	_	5	EA	\$688.00	\$3,440.00
4" Double Yellow Striping	627-00002	677	SF	\$28.00	\$18,956.00
4" Solid Yellow with Skip Striping	627-00002	838	SF	\$28.00	\$23,464.00
4" Solid White Striping	627-00002	317	SF	\$28.00	\$8,876.00
8" Solid White Striping	627-00002	67	SF	\$28.00	\$1,876.00
Traffic Delineator (OM2-1V)	: :	1	EA	\$250.00	\$250.00
Dry Utilities			d		
Street Light (Local)		4	EA	\$6,400.00	\$25,600.00
				Street Subtotal	\$325,031.75
	/W/ COUL A	n Dhaas	\	rovements Total	\$537,987.59

Midtown Filing 7 (Summary)	raturigi est timo e en est	Particular Association and Control Control	A PROPERTY OF THE PROPERTY OF		NATIONALISMA SANTASANIAN AND AND AND AND AND AND AND AND AND A
Phase One Improvements	many or consequences of the transmission of th	NO SECULO DE LA COLONIA DE		an managara an an an ang ang ang ang an	suruismas ramanamana raman-
pinion of Probable Cost Estimate	erangen enemente Met Mariana anno anno anno anno anno anno anno	Company of the Compan		and annual to the annual to the second secon	ness secure a service de la constante de la co
ate: 11/24/2015 N: 10015.15	at an ing far and the sar filter the same at a contract to the same at a same at a same at a same at a same at		\$ \$ \$/40,000,000,000,000,000,000,000,000,000,		ark a diadhabh a r dheidheidh adh adh dheidheidh dheidh dheidh dheidh a chadh a a dheidh a dheidh a dheidh a dh
n: 10015.15 Frading	CDOT	QUANTITY	UNIT	PRICE	COS
Cut to Fill	CDO	84,045	CY	\$2.35	\$197,505.7
Estimated Import Fill		60,200	CY	\$5.00	\$301,000.0
Strippings (Topsoil)	207-00205	15,000	CY	\$4.53	\$67,950.0
Jan		10,000		41.00	ΨΟ1,000.0
			a de la companya de l	Grading Subtotal	\$566,455,7
				UNIT	TOTA
torm Sewer	***************************************	QUANTITY	UNIT	PRICE	COS
18" RCP (0-8' depth)	603-01180	10	LF	\$74.58	\$745.8
24" RCP (0-8' depth)	603-01240	58	LF	\$106.63	\$6,184.5
30" RCP (0-8' depth)	603-01300	1,619	LF	\$110.00	\$178,090.0
36" RCP (0-8' depth)	603-01360	128	LF	\$139.21	\$17,818.8
5' Dia. Manhole	604-30010	5	EA	\$5,316.46	\$26,582.3
6' Dia. Manhole	604-30015	1	EA	\$8,218.80	\$8,218.8
10' Type 'R' Inlet	604-19110	1	EA	\$5,171.32	\$5,171.3
25' Type 'R' Inlet		1	EA	\$15,000.00	\$15,000.0
Type '13' Combination Inlet (Triple)	3	2	EA	\$6,500.00	\$13,000.0
Type '13' Combination Inlet (Single)	604-13005	1	EA	\$3,416.48	\$3,416.4
Remove 5' Dia. Manhole	202-00021	3	EA	\$756.78	\$2,270.3
Remove 24" RCP	202-00035	183	LF	\$24.53	\$4,488.9
Remove 30" RCP	202-00035	83	LF	\$24.53	\$2,035.9
Remove 36" RCP	202-00035	172	LF	\$24.53	\$4,219.1
Remove 24" FES	202-00037	1	EA	\$233.06	\$233.0
Remove 30" FES	202-00037	1	EA	\$233.06	\$233.0
Remove 36" FES	202-00037	1	EA	\$233.06	\$233.0
Remove Storm inlet	202-00019	7 1	EΑ	\$773.84	\$773.8
Remove Type 'C' Inlet	202-00019	1	EA	\$773.84	\$773.8
Remove Riprap	202-00027	47	CY	\$15.58	\$732.2
					A CONTRACTOR OF THE PARTY OF TH
		0 1879 1 1879 97 W.	Stor	m Sewer Subtotal	\$290,221.7
				UNIT	TOTA
treet Improvements		QUANTITY	UNIT	PRICE	COS
oncrete	The state of the s	and a surface due to before a constant and a surface and a			and a supplement was the state and the Officers with the Street, the
6" Vertical Curb and Gutter (2' Pan)	609-21020	7,234	LF	\$21.11	\$152,709.7
Asphalt Milling / Resurfacing	200	4,898	SY	\$7.50	\$36,735.0
Alley Curb Cut / Approach	A. 274	7	EA	\$1,011.33	\$7,079.3
8' Concrete Crosspan		3	EA.	\$2,875.00	\$8,625.0
Mid-Block Ramp	AND A COMPLETE OF THE PROPERTY	1	EA 	\$1,068.88	\$1,068.8
Curb Return w/ Handicap Ramp (15' Radius)	17	EA	\$1,110.00	\$18,870.0
aving					
Subgrade Prep	306-01000	17,149	SY	\$2.11	\$36,184.3
Asphalt (Bottom Lift - 4" Thick)	403-33841	3,764	TON	\$77.97	\$293,479.0
Asphalt (Top Lift - 2" Thick)	403-33871	1,640	TON	\$87.50	\$143,500.0
Adjust Manhole to Grade	210-04010	15	EA.	\$660.44	\$9,906.6
Adjust Valves to Grade	210-04050	23	EA	\$293.27	\$6,745.2
Sweep Streets		19,475	SY	\$0.16	\$3,116.0
ignage and Striping	and the second of the second o				
Street Signs and Barricades		21	EA	\$688.00	\$14,448.0
4" Double Yellow Striping	627-00002	677	SF	\$28.00	\$18,956.0
4" Solid Yellow with Skip Striping	627-00002	838	SF	\$28.00	\$23,464.0
4" Solid White Striping	627-00002	317	SF	\$28.00	\$8,876.0
8" Solid White Striping	627-00002	67	SF	\$28.00	\$1,876.0
Traffic Delineator (OM2-1V)	CANADOCTOCTOCTOCTOCTOCTOCTOCTOCTOCTOCTOCTOCTO	8	EA	\$250.00	\$2,000.0
ry Utilities Street Light (Local)	Mineral Consultation (All Section (All Secti	15	ΕA	\$6,400.00	\$96,000.0
	100	PACE AND ADDRESS OF THE PACE A		Street Subtotal	\$883,639.2
	Summa	ry - Phase O	ne Impro	vernents Subtotal	\$1,740,316.6
	And glass and surface to the Profession of the common and an artistic for the common and an artistic for the common and an artistic for the common and artistic for the co		itional 20	% Administration	\$348,063.3
ng and the state of the state o			5%	Inflation per Year	\$104,419.0
		}		tion per Year Two	\$109,639.9

Phase Two Improvements						·
Opinion of Probable Cost Estimate						
Date: 11/24/2015		<u> </u>				
JN: 10015.15		ļ				
4		ļ			UNIT	TOTAL
Stand In an an and a	CDOT	QUANTIT	TY UNIT	-	PRICE	COST
Street Improvements	CDOT	QUANTI	II OIVII	:	T NOL:	0001
Concrete Subgrade Prep - Concrete Walk	306-01000	175	SY		\$2.11	\$369.25
5' Concrete Walk (6" Thick)	608-00006	190	SY		\$43.35	\$8,236.50
O Consider Walk (o Thiok)				<u> </u>		71,
				Stree	et Subtotal	\$8,605.75
						,,,,
	W. 67th Av	/e Phas	e Two Imp	proveme	ents Total	\$8,605.75
Midtown Filing 7 (W. 66th Av	ve)					
	, , , , , , , , , , , , , , , , , , , 	1				
Phase Two Improvements				<u> </u>		
Opinion of Probable Cost Estimate Date: 11/24/2015						
Date: 11/24/2015 JN: 10015.15						
JIN. TOUTO. TO	<u> </u>					
					UNIT	TOTAL
Street Improvements	CDOT	QUANT	ITY UNIT		PRICE	COST
Concrete	3301		, 2	*		5551
Subgrade Prep - Concrete Walk	306-01000	251	SY		\$2.11	\$529.61
5' Concrete Walk (6" Thick)	608-0000	3 202	SY		\$43.35	\$8,766.33
i				Stre	et Subtotal 📶	\$9,295.94
	W. 66th A	ve Pha	se Two Im	provem	ents Total	\$9,295.94
Phase Two Improvements	Ct.)					
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015	Ct.)					
Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15	Ct.)					
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015	Ct.)				UNIT	TOTAL
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15	CDOT	QUANTI	TY UNIT			
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete	CDOT				UNIT PRICE	COST
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 UN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk	CDOT 306-0100	0 503	SY		UNIT PRICE	COS1 \$1,061.33
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete	CDOT	0 503			UNIT PRICE	COS1 \$1,061.33
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk	CDOT 306-0100	0 503	SY		UNIT PRICE \$2.11 \$43.35	\$1,061.33 \$22,445.67
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk	CDOT 306-0100	0 503	SY		UNIT PRICE	\$1,061.33 \$22,445.67
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 UN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk	CDOT 306-0100 608-0000	0 503 6 518	SY SY	Stree	UNIT PRICE \$2.11 \$43.35 et Subtotal	\$1,061.33 \$22,445.67 \$23,507.00
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk	CDOT 306-0100 608-0000	0 503 6 518	SY SY	Stree	UNIT PRICE \$2.11 \$43.35	\$1,061.33 \$22,445.67 \$23,507.00
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 ÜN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa	CDOT 306-0100 608-0000 Mariposa	0 503 6 518	SY SY	Stree	UNIT PRICE \$2.11 \$43.35 et Subtotal	\$1,061.33 \$22,445.67 \$23,507.00
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements	CDOT 306-0100 608-0000 Mariposa	0 503 6 518	SY SY	Stree	UNIT PRICE \$2.11 \$43.35 et Subtotal	\$1,061.33 \$22,445.67 \$23,507.00
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate	CDOT 306-0100 608-0000 Mariposa	0 503 6 518	SY SY	Stree	UNIT PRICE \$2.11 \$43.35 et Subtotal	\$1,061.33 \$22,445.67 \$23,507.00
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015	CDOT 306-0100 608-0000 Mariposa	0 503 6 518	SY SY	Stree	UNIT PRICE \$2.11 \$43.35 et Subtotal	\$1,061.33 \$22,445.67 \$23,507.00
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 ÜN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa	CDOT 306-0100 608-0000 Mariposa	0 503 6 518	SY SY	Stree	UNIT PRICE \$2.11 \$43.35 et Subtotal	\$1,061.33 \$22,445.67 \$23,507.00
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015	CDOT 306-0100 608-0000 Mariposa	0 503 6 518	SY SY	Stree	UNIT PRICE \$2.11 \$43.35 et Subtotal	\$1,061.33 \$22,445.67 \$23,507.00 \$23,507.00
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15	CDOT 306-0100 608-0000 Mariposa	0 503 6 518 Ct Phas	SY SY se Two Im	Stree	UNIT PRICE \$2.11 \$43.35 et Subtotal ents Total	\$1,061.33 \$22,445.67 \$23,507.00 \$23,507.00
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements	CDOT 306-0100 608-0000 Mariposa	0 503 6 518 Ct Phas	SY SY	Stree	UNIT PRICE \$2.11 \$43.35 et Subtotal	\$1,061.33 \$22,445.67 \$23,507.00 \$23,507.00
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete	CDOT 306-01000 608-00000 Mariposa St.)	0 503 6 518 Ct Phas	SY SY se Two Im	Stree	UNIT PRICE \$2.11 \$43.35 et Subtotal ents Total UNIT PRICE	\$1,061.33 \$22,445.67 \$23,507.00 \$23,507.00
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk	306-01000 608-00000 Mariposa	0 503 6 518 Ct Phas CDOT (SY SY se Two Im	Stree provem UNIT	UNIT PRICE \$2.11 \$43.35 et Subtotal ents Total UNIT PRICE \$2.11	\$1,061.33 \$22,445.63 \$23,507.00 \$23,507.00 TOTAL COS
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick)	CDOT 306-01000 608-00000 Mariposa St.)	0 503 6 518 Ct Phase CDOT (SY SY se Two Im QUANTITY 1,401 1,264	DNIT SY SY	UNIT PRICE \$2.11 \$43.35 et Subtotal ents Total UNIT PRICE \$2.11 \$43.35	\$1,061.33 \$22,445.67 \$23,507.00 \$23,507.00 TOTAL COS* \$2,956.11 \$54,784.7
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at	306-01006 608-00006 Mariposa St.)	Ct Phase Ct Phase CbOT (06-01000) 08-00006 04-20000	SY SY se Two Im QUANTITY 1,401 1,264 183	DINIT SY SY SY	UNIT PRICE \$2.11 \$43.35 et Subtotal ents Total UNIT PRICE \$2.11 \$43.35 \$68.00	TOTAL COST \$2,956.11 \$54,784.73
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick)	306-01006 608-00006 Mariposa St.)	0 503 6 518 Ct Phase CDOT (SY SY se Two Im QUANTITY 1,401 1,264	DNIT SY SY	UNIT PRICE \$2.11 \$43.35 et Subtotal ents Total UNIT PRICE \$2.11 \$43.35	\$1,061.33 \$22,445.67 \$23,507.00 \$23,507.00 TOTAL COS* \$2,956.11 \$54,784.7
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at	306-01006 608-00006 Mariposa St.)	Ct Phase Ct Phase CbOT (06-01000) 08-00006 04-20000	SY SY se Two Im QUANTITY 1,401 1,264 183	UNIT ; SY SY SY SF	UNIT PRICE \$2.11 \$43.35 et Subtotal ents Total UNIT PRICE \$2.11 \$43.35 \$68.00	TOTAL COST \$2,956.1" \$54,784.7" \$12,466.6" \$19,367.34
Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Midtown Filing 7 (Mariposa Phase Two Improvements Opinion of Probable Cost Estimate Date: 11/24/2015 JN: 10015.15 Street Improvements Concrete Subgrade Prep - Concrete Walk 5' Concrete Walk (6" Thick) Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at	CDOT 306-0100 608-0000	CDOT (00-01000)08-0000000000000000000000000000	SY SY Se Two Im QUANTITY 1,401 1,264 183 354	UNIT SY SY SY SF Stree	UNIT PRICE \$2.11 \$43.35 et Subtotal ents Total UNIT PRICE \$2.11 \$43.35 \$68.00 \$54.71	\$1,061.33 \$22,445.67 \$23,507.00 \$23,507.00 \$23,507.00 TOTAL COST \$2,956.1 \$54,784.7 \$12,466.6

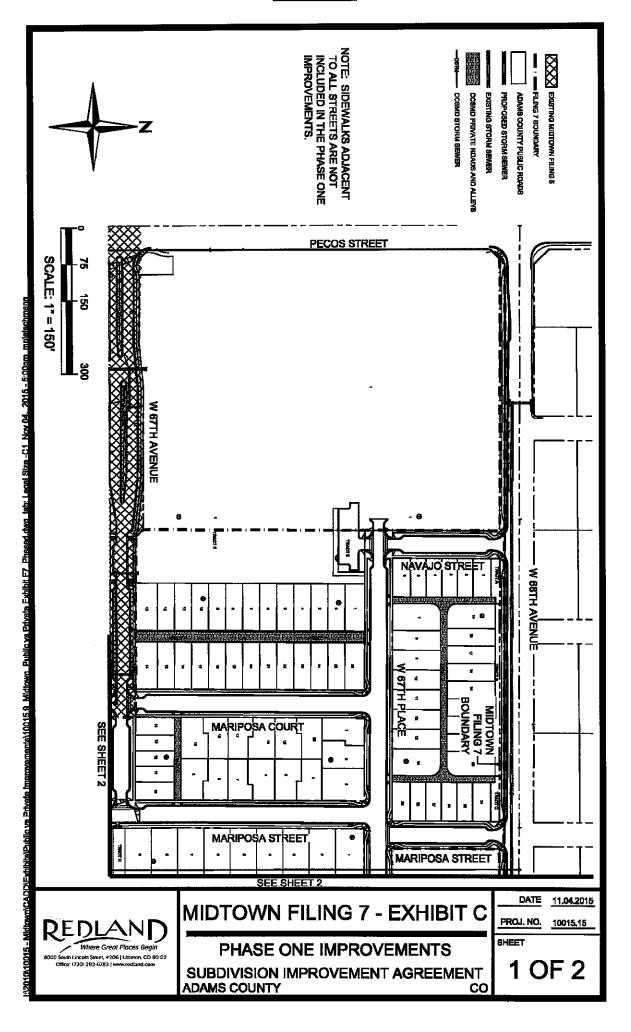
Midtown Filing 7 (W 67th Pl.)						
Phase Two Improvements						A CONTRACTOR OF THE PROPERTY OF THE PROPERTY OF
Opinion of Probable Cost Estimate	w					
Date: 11/24/2015		-	<u>-</u> /		·	
JN: 10015.15					<u> </u>	
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		· · · · · ·			UNIT	TOTA
Street Improvements	CDOT	OU	ANTITY	UNIT	PRICE	COS
Concrete	CDOT	1 407		CIVII	TRICE	
Subgrade Prep - Concrete Walk	306-01000		619	SY	\$2.11	\$1,306.0
5' Concrete Walk (6" Thick)	608-00006	<u> </u>	680	SY	\$43.35	\$29,473.1
3 Concrete vvair (C Triler)	000-00000		000	- 01	Ψ-10.00	Ψ23,473. Π
					Street Subtotal	\$30,779.2
	181 C74b	DI 1	Db T			690 770 O
	VV 6/till	PI I	Pnase I	wo imp	rovements Total	\$30,779.27
Midtown Filing 7 (Navajo St.)			; ; ;			
Phase Two Improvements		<u></u>		· · · · · · · · · · · · · · · · · · ·	<u>}</u>	
Opinion of Probable Cost Estimate					AND THE PERSON OF THE PERSON O	
Date: 11/24/2015	<u> </u>)			
JN: 10015.15			<u>}</u> -			
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					UNIT	TOTAL
Street Improvements	CDOT	OLIA	ANTITY	UNIT	PRICE	COS
Concrete	CDO1	QUA	ANIII I	UNII	FRICE	
Subgrade Prep - Concrete Walk	306-01000		247	SY	\$2.11	\$521.1
5' Concrete Walk (6" Thick)	608-00006		249	SY	\$43.35	\$10,789.3
5 Concrete Walk (o Thick)	000-00000		249	् ।	Ψ43.301	\$10,789.3
					Street Subtotal	\$11,310.50
<u> </u>			· · · · · · · · · · · · · · · · · · ·		.,	
	Navajo S	St P	hase T	wo Impr	ovements Total	\$11,310.50
				1		
Midtown Filing 7 (W. 68th Ave.)						
Phase Two Improvements						
Opinion of Probable Cost Estimate		<u> </u>				
Date: 11/24/2015	•				<u>_</u>	
JN: 10015.15		:				
					UNIT	TOTAL
Street Improvements	CDO	1	QUANTI	TY UN	IT PRICE	COST
Concrete						
Subgrade Prep - Concrete Walk	306-010		645	S		\$1,360.9
5' Concrete Walk (6" Thick)	608-000	JU6 Í	644	S`	Ý \$43.35	\$27,931.8
					Street Subtotal	\$29,292.80
1		ì				
	W. 68th Av	e F	hase T	wo Impi	ovements Total	\$29,292.80

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 7
Case No.

Midtown Filing 7 (Summary)			***************************************	T	and a strong the standard attached a standard and a strong
Phase Two Improvements			aggyan / w government at the Company	0,777	Assert anny (V. C.
Opinion of Probable Cost Estimate			estante en	***************************************	CONTROL STATE AND ANGEL IN THE AND ANGEL
Date: 11/24/2015					The state of the s
JN: 10015.15					
		and the second	george Control of the Ald Alderson	UNIT	TOTAL
Street Improvements	CDOT	QUANTITY	UNIT	PRICE	COST
Concrete	4	-			
5' Concrete Walk (6" Thick)	608-00006	3,747	SY	\$43.35	\$162,428.00
Concrete Walk (Decorative Colored at Intersection)	604-20000	183	SY	\$68.00	\$12,467.00
Concrete Landscape Pavers at Intersections	604-20000	354	SF	\$54.71	\$19,367.00
Subgrade Prep - Concrete Walk	306-01000	3,841	SY	\$2.11	\$8,105.00
	The state of the s		Stree	t Subtotal "	\$202,367.00
Surr	nmary - Phas	e Two Impro	vements	Subtotal	\$202,367.00
	/	Additional 20)% Adm	inistration	\$40,473.40
		5%	Inflation	per Year	\$12,142.02
		5% Infla	tion per	Year Two	\$12,749.12
	Phas	e Two Imp	roveme	nts Total	\$267,731.54

Phase One & Two Improvements	\ \ !	,			
Opinion of Probable Cost Estimate					
Date: 11/24/2015					
N: 10015.15					· · · · · · · · · · · · · · · · · · ·
				UNIT	TOTAL
Grading	CDOT	QUANTITY	UNIT	PRICE	COST
Cut to Fill		84,045	CY	\$2.35	\$197,505.75
Estimated Import Fill		60,200	CY	\$5.00	\$301,000.00
Strippings (Topsoil)	207-00205	15,000	CY	\$4.53	\$67,950.00
				Grading Subtotal	\$566,455.75
				UNIT	TOTAL
Storm Sewer	CDOT	QUANTITY	UNIT	PRICE	COST
18" RCP (0-8' depth)	603-01180	· :	LF	\$74.58	\$745.80
24" RCP (0-8' depth)	603-01240	58	LF	\$106.63	\$6,184.54
30" RCP (0-8' depth)	603-01300	1,619	LF	\$110.00	\$178,090.00
36" RCP (0-8' depth)	603-01360	128	LF	\$139.21	\$17,818.88
5' Dia. Manhole	604-30010	5	EA	\$5,316.46	\$26,582.30
6' Dia. Manhole	604-30015	3	EA	\$8,218.80	\$8,218.80
10' Type 'R' Inlet	604-19110		EA	\$5,171.32	\$5,171.32
25' Type 'R' Inlet		1	EA	\$15,000.00	\$15,000.00
Type '13' Combination Inlet (Triple)		2	EA	\$6,500.00	\$13,000.00
Type '13' Combination Inlet (Single)	604-13005	/	EA	\$3,416.48	\$3,416.48
Remove 5' Dia. Manhole	202-00021	Y	EA	\$756.78	\$2,270.34
Remove 24" RCP	202-00035	[<u>LF</u>	\$24.53	\$4,488.99
Remove 30" RCP	202-00035		LF ·-	\$24.53	\$2,035.99
Remove 36" RCP	202-00035		LF	\$24.53	\$4,219.16
Remove 24" FES	202-00037	<u> </u>	EA.	\$233.06	\$233.06
Remove 30" FES	202-00037	J	EA	\$233.06	\$233.06
Remove 36" FES	202-00037	(EA	\$233.06	\$233.06
Remove Storm Inlet	202-00019	·	EA	\$773.84	\$773.84
Remove Type 'C' Inlet	202-00019	·	EA	\$773.84	\$773.84
Remove Riprap	202-00027	47	CY	\$15.58	\$732.26
Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COS
Concrete	: 			004.44	A 450 500 5
6" Vertical Curb and Gutter (2' Pan)		7,234	LF SY	\$21.11 \$7.50	\$152,709.74
Asphalt Milling / Resurfacing	<u>}</u>	4,898 7	EA	\$1,011.33	\$36,735.00 \$7,079.3
Alley Curb Cut / Approach	300 04000		SY	\$1,011.33	
SUBGROSS FROM CONSTSTS MIST			. J.	92.11	ዊያ 1በ <i>ለ</i> ፍ
Subgrade Prep - Concrete Walk	306-01000	CONTRACTOR CONTRACTOR AND CONTRACTOR CONTRAC	ς٧	ni ili per i memoria di la constitucione della constitucioni di constituci	
5' Concrete Walk (6" Thick)	608-00006	3,747	SY SY	\$43.35	\$162,427.63
5' Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at Inters	608-00006 ection)	3,747 183	SY	\$43.35 \$68.00	\$162,427.63 \$12,466.63
5' Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at Inters Concrete Landscape Pavers at Intersections	608-00006 ection)	3,747 183 354	SY SF	\$43.35 \$68.00 \$54.71	\$162,427.63 \$12,466.63 \$19,367.34
5' Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at Inters Concrete Landscape Pavers at Intersections 8' Concrete Crosspan	608-00006 ection)	3,747 183	SY	\$43.35 \$68.00 \$54.71 \$2,875.00	\$162,427.63 \$12,466.6 \$19,367.3 \$8,625.00
5' Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at Inters Concrete Landscape Pavers at Intersections	608-0006 ection)	3,747 183 354 3	SY SF EA	\$43.35 \$68.00 \$54.71	\$162,427.63 \$12,466.63 \$19,367.34 \$8,625.00 \$1,068.83
5' Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at Inters Concrete Landscape Pavers at Intersections 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius Paving	608-0006 ection)	3,747 183 354 3 1	SY SF EA EA	\$43.35 \$68.00 \$54.71 \$2,875.00 \$1,068.88	\$162,427.63 \$12,466.63 \$19,367.34 \$8,625.00 \$1,068.83
5' Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at Inters Concrete Landscape Pavers at Intersections 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius Paving Subgrade Prep	608-00006 ection)	3,747 183 354 3 1 17 17,149	SY SF EA EA EA	\$43.35 \$68.00 \$54.71 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11	\$162,427.63 \$12,466.63 \$19,367.34 \$8,625.00 \$1,068.83 \$18,870.00
5' Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at Inters Concrete Landscape Pavers at Intersections 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius) Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick)	608-00006 ection) 3 306-01000 403-33841	3,747 183 354 3 1 17 17,149 3,764	SY SF EA EA EA SY	\$43.35 \$68.00 \$54.71 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97	\$162,427.63 \$12,466.63 \$19,367.34 \$8,625.00 \$1,068.88 \$18,870.00 \$36,184.38 \$293,479.00
5' Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at Inters Concrete Landscape Pavers at Intersections 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius) Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick)	608-00006 ection) 3 306-01000 403-33841 403-33871	3,747 183 354 3 1 17 17,149 3,764 1,640	SY SF EA EA EA TON	\$43.35 \$68.00 \$54.71 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50	\$162,427.63 \$12,466.65 \$19,367.34 \$8,625.00 \$1,068.86 \$18,870.00 \$36,184.39 \$293,479.00 \$143,500.00
5' Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at Inters Concrete Landscape Pavers at Intersections 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius) Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Adjust Manhole to Grade	306-01000 403-33841 210-04010	3,747 183 354 3 1 17 17,149 3,764 1,640	SY SF EA EA EA TON TON EA	\$43.35 \$68.00 \$54.71 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44	\$162,427.63 \$12,466.63 \$19,367.34 \$8,625.00 \$1,068.86 \$18,870.00 \$36,184.36 \$293,479.06 \$143,500.00 \$9,906.66
5' Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at Interse Concrete Landscape Pavers at Intersections 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Manhole to Grade Adjust Valves to Grade	608-00006 ection) 3 306-01000 403-33841 403-33871	3,747 183 354 3 1 17,149 3,764 1,640 15 23	SY SF EA EA EA TON TON EA EA	\$43.35 \$68.00 \$54.71 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44 \$293.27	\$162,427.63 \$12,466.63 \$19,367.34 \$8,625.00 \$1,068.88 \$18,870.00 \$36,184.38 \$293,479.08 \$143,500.00 \$9,906.60 \$6,745.2
5' Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at Interse Concrete Landscape Pavers at Intersections 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Manhole to Grade Adjust Valves to Grade Sweep Streets	306-01000 403-33841 210-04010	3,747 183 354 3 1 17 17,149 3,764 1,640	SY SF EA EA EA TON TON EA	\$43.35 \$68.00 \$54.71 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44	\$162,427.63 \$12,466.63 \$19,367.34 \$8,625.00 \$1,068.88 \$18,870.00 \$36,184.38 \$293,479.08 \$143,500.00 \$9,906.60 \$6,745.2
5' Concrete Walk (6" Thick) Concrete Walk (Decorative Colored at Interse Concrete Landscape Pavers at Intersections 8' Concrete Crosspan Mid-Block Ramp Curb Return w/ Handicap Ramp (15' Radius Paving Subgrade Prep Asphalt (Bottom Lift - 4" Thick) Asphalt (Top Lift - 2" Thick) Adjust Manhole to Grade Adjust Valves to Grade Sweep Streets Signage and Striping	306-01000 403-33841 210-04010	3,747 183 354 3 1 17 17,149 3,764 1,640 15 23 19,475	SY SF EA EA TON TON EA EA SY	\$43.35 \$68.00 \$54.71 \$2,875.00 \$1,068.88 \$1,110.00 \$2.11 \$77.97 \$87.50 \$660.44 \$293.27 \$0.16	\$162,427.60 \$12,466.61 \$19,367.34 \$8,625.00 \$1,068.80 \$18,870.00 \$36,184.30 \$293,479.00 \$143,500.00 \$9,906.60 \$6,745.21 \$3,116.00
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EXHIBIT C



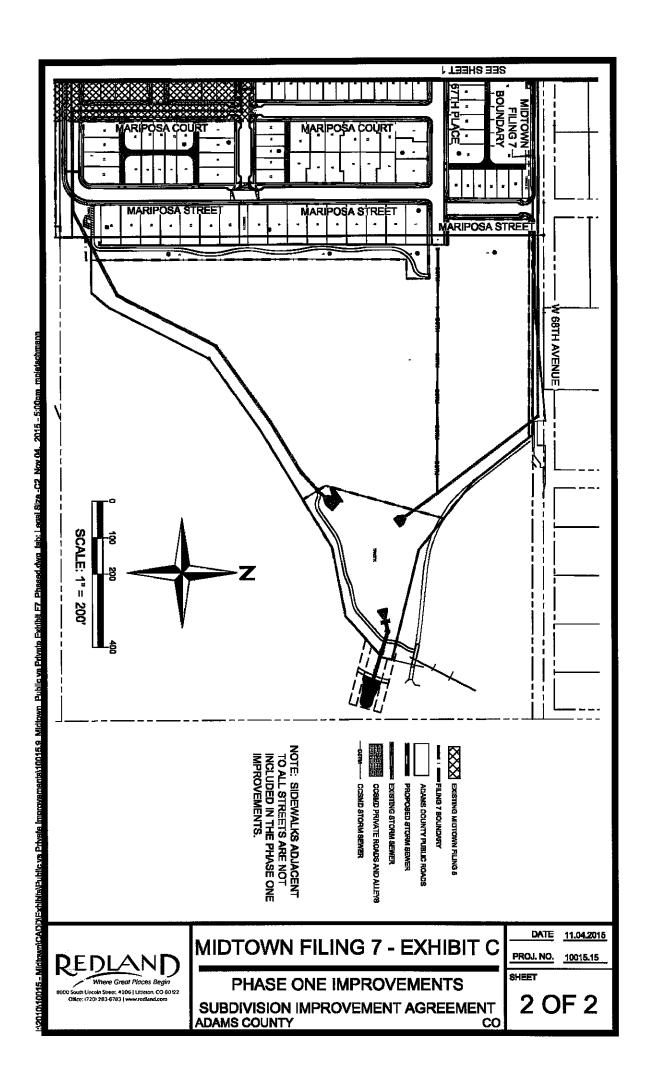
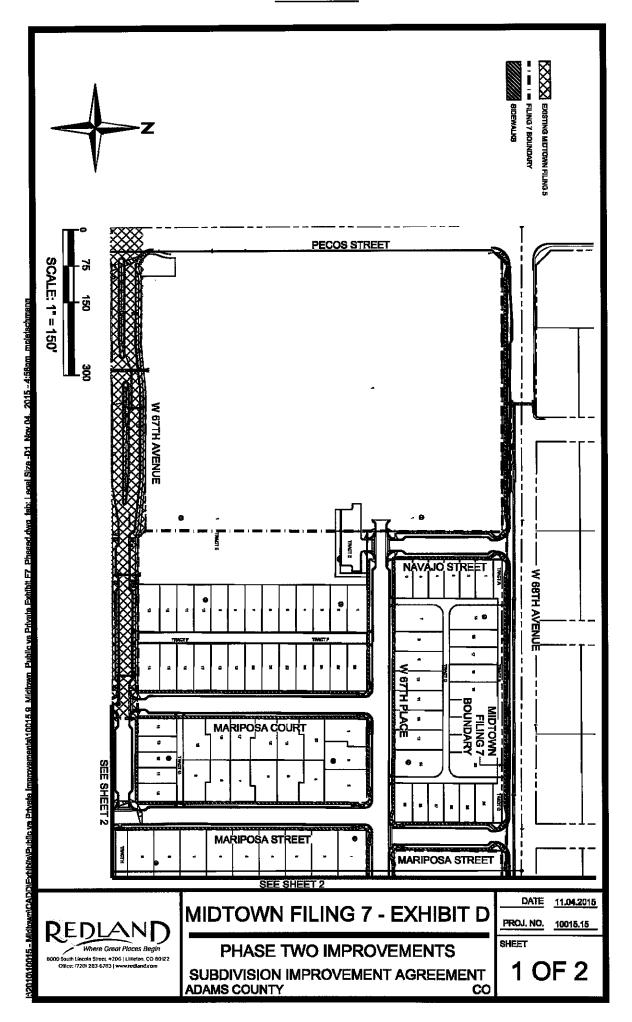


EXHIBIT D



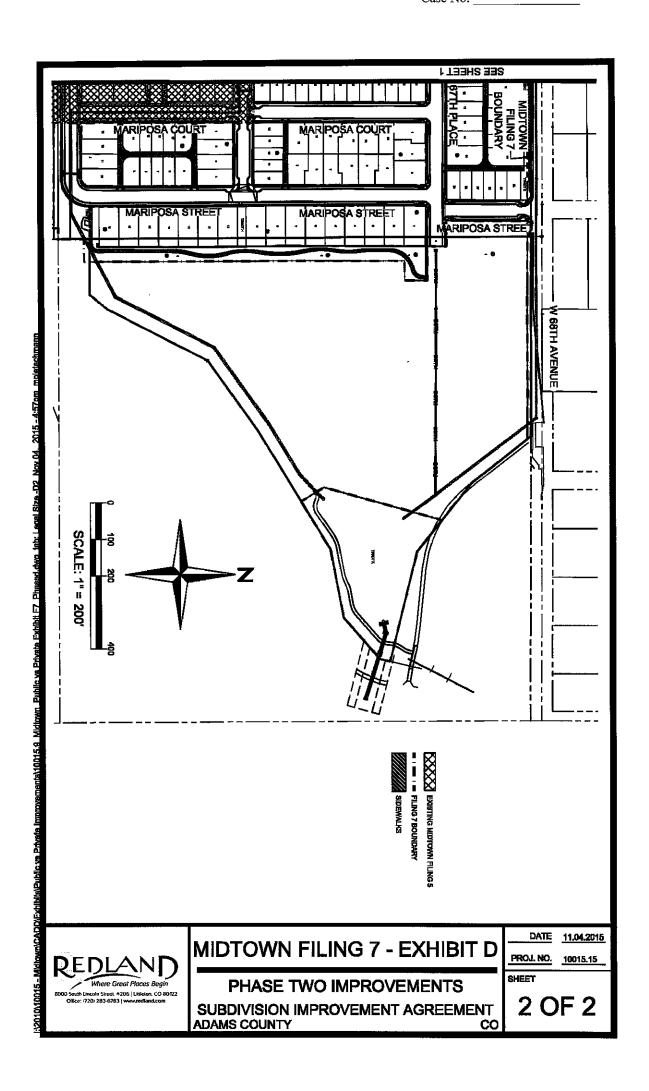
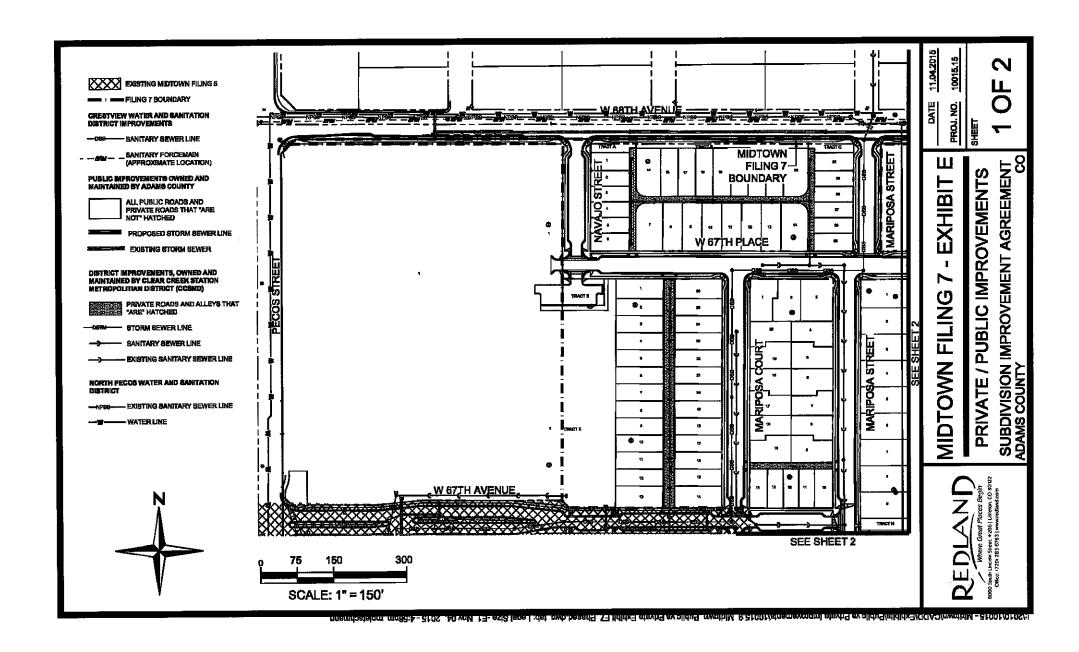


EXHIBIT E



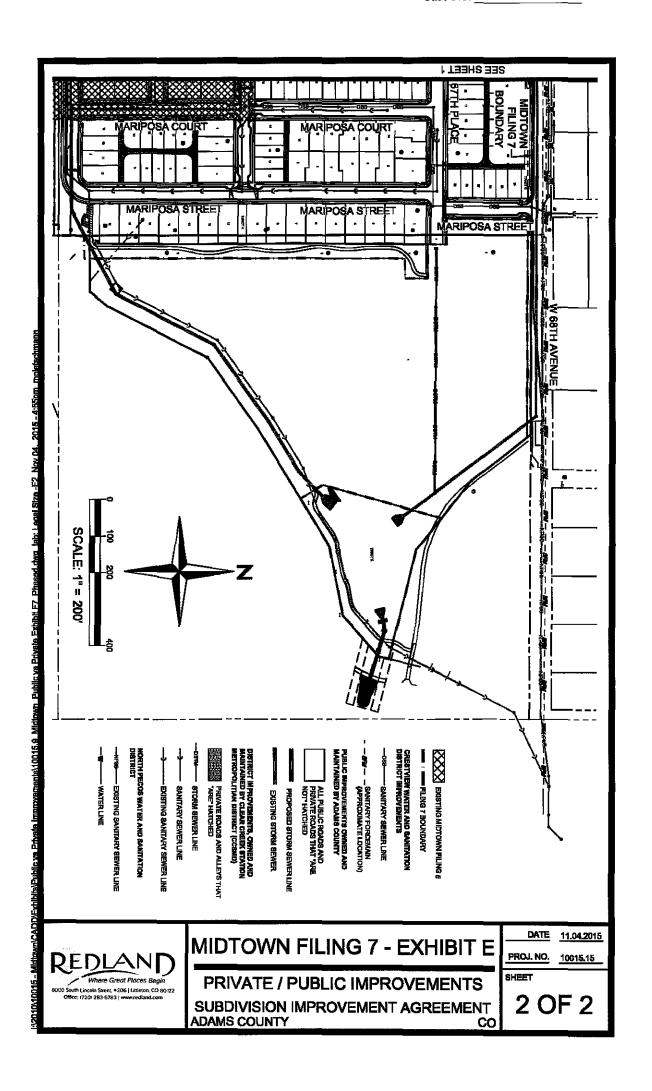




Exhibit A: Midtown at Clear Creek Filing No. 7





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 2-13-18
SUBJECT: Ambulance License Renewal
FROM: Dawn Riggs – Neighborhood Services
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an ambulance license renewal for Southeast Weld Fire District.

BACKGROUND:

Through a Multi-County Ambulance Committee Intergovernmental Agreement, the Community and Economic Development Department is responsible for the licensing of all private ambulances in the county. The ambulance license for Southeast Weld Fire District is due for renewal. The application packet has been received and is deemed complete.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development

ATTACHED DOCUMENTS:

Please reference the attached Resolution and License for this ambulance agency.

FISCAL IMPACT:

Please check if there is no fiscal i section below.	mpact 🔀. If	there is fisc	al impact, pl	ease fully comp	plete the
Fund: 0001					
Cost Center: 1190.5125					
		Г	Object	Subledger	Amount
			Account	Subleugei	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budge	t:			
Total Revenues:				<u>-</u>	
		-			
			Object Account	Subledger	Amount
Current Budgeted Operating Expend					
Add'l Operating Expenditure not inc		nt Budget:			
Current Budgeted Capital Expenditu					
Add'l Capital Expenditure not include	led in Current I	Budget:			
Total Expenditures:				=	
New FTEs requested:	☐ YES	⊠ NO			
Future Amendment Needed:	YES	⊠ NO			
Additional Note:					

RESOLUTION APPROVING AMBULANCE SERVICE LICENSE FOR SOUTHEAST WELD FIRE DISTRICT

WHEREAS, the General Assembly of the State of Colorado has enacted the Colorado Medical and Trauma Services Act, Section 25-3.5-101 et seq. C.R.S. ("Act"); and,

WHEREAS, the Act requires the Board of County Commissioners for each County to administer licensure of ambulance services; and,

WHEREAS, under the provisions of the Act, each ambulance operated by a licensed ambulance service in the State of Colorado must be issued a license and permit evidencing that the ambulance and its equipment meets applicable state requirements; and,

WHEREAS, Adams County has entered into an intergovernmental agreement with the City and County of Broomfield and the counties of Arapahoe, Douglas, Denver, Elbert, and Jefferson to establish a licensing program that provides for reciprocal inspection, licensing, and permitting that may be used by all parties, creating efficiency and cost saving to the parties and to the ambulance service providers; and,

WHEREAS, Southeast Weld Fire District, 65 E. Gandy Ave., Keenesburg, CO 80643, has applied for an Ambulance Service License through Adams County; and,

WHEREAS, Adams County has reviewed the inspection performed through the intergovernmental agreement and the application of Southeast Weld Fire District and has found that the ambulances meet the standards set forth in the March 2011 Adams County Ambulance Services Regulations; and,

WHEREAS, Southeast Weld Fire District has complied with all regulations set forth in the March 2011 Adams County Ambulance Services Regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Ambulance Service License for Southeast Weld Fire District is hereby approved to provide ambulance services in the County of Adams.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign said license on behalf of Adams County.

County of Adams, State of Colorado

No.	ADCO 3/18	<u>Licensin</u>	g Fee:	\$345

Ambulance Service License

This is to Certify, that Southeast Weld Fire District, 65 E. Gandy Ave., Keenesburg, CO, 80643, having applied for a license to provide Advanced Life Support ambulance services, and having paid to the Treasurer of Adams County the required fees therefore, the above named applicant is hereby licensed to provide ambulance services within and without the County of Adams, State of Colorado, for one year from the 31th of March 2018, unless this license be sooner revoked or suspended as provided by law.

This license is subject to the laws of the State of Colorado, and the Resolutions of the Board of County Commissioners of the County of Adams, passed pursuant thereto.

3	ommissioners of the County of Adams has hereunto subscribed its day of
Board of County Commissioners of the County State of Colorado	of Adams, Attest:
Chair	Clerk



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 13, 2018
SUBJECT: First Amendment to Shook Subdivision Improvements Agreement
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves an amendment to the Subdivision Improvements Agreement with SEC 2-3 Phoenix, LLC for the development of the Shook Subdivision.

BACKGROUND:

The applicant, SEC 2-3 Phoenix, LLC, is requesting an amendment to the Subdivision Improvements Agreement for the Shook Subdivision. The Board of County Commissioners (BoCC) approved a subdivision improvements agreement for development of the property on July 17, 2017. The subdivision improvements agreement was approved eleven years after approval of the final plat for the property. The Board of County Commissioners approved the final plat on February 27, 2006. However, due to the 2007 economic downturn, development of the property was delayed and construction plans approved with the subdivision plat expired with no constructed public improvements.

The developer recently submitted and obtained approval of new construction plans and SIA, including accepted collateral. The construction plans were preliminarily approved in May 2017, pending approval of the SIA, which the BoCC approved on July 17, 2017. However, within the past months, the developer has decided to modify and replat the approved subdivision plat. This is to alter orientation of some of the lots and streets in the northern section of the plat while developing the southern section of the subdivision consistent with the approved plat. The subject request is specifically to allow development of the southern section of the subdivision to proceed while the northern section is undergoing modification. Exhibit B of the SIA shows the required improvements and timing of construction that aligns with the intended development. Specifically, the construction of public improvements in the subdivision is proposed as follows:

Revised 06/2016 Page 1 of 3

- <u>Phase 1</u>: Building permits may be issued for twelve lots on the southern portion of the subdivision after completion and preliminary acceptance of all public improvements in the southern portion of the development.
- <u>Phase 2</u>: Consists of constructing all public improvements for the remaining twenty (20) lots in the northern portion of the subdivision. Building permits may be issued upon preliminary acceptance of Phase 2 improvements.

The subject request is consistent with the requirement for approval of SIAs. In addition, staff reviewed the collateral, associated Subdivision Improvements Agreement, and determined the documents conform to the requirement outlined in Section 5-02-05 of the County's Development Standard and Regulations. Staff also reviewed and approved all construction documents associated with the subdivision.

As a requirement of the Subdivision Improvements Agreement, the Developer has furnished to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral is in the amount of eight hundred and seventy-eight thousand, and five hundred and nine dollars and seventy-five cents (\$878,509.75).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development and Public Works Departments

ATTACHED DOCUMENTS:

Resolution Approving the Amendment to the Subdivision Improvements Agreement for Shook Subdivision

Amendment to the Subdivision Improvements Agreement Document

Revised 06/2016 Page 2 of 3

FISCAL IMPACT:

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	al impact, pl	ease fully comp	plete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budge	t:			
Total Revenues:				_	
		r			
			Object Account	Subledger	Amount
Current Budgeted Operating Expend					
Add'l Operating Expenditure not inc		nt Budget:			
Current Budgeted Capital Expenditu		_			
Add'l Capital Expenditure not inclu	ded in Current	Budget:			
Total Expenditures:				=	
New FTEs requested:	YES	⊠ NO			
Future Amendment Needed:	YES	⊠ NO			
Additional Note:					

Revised 06/2016 Page 3 of 3

RESOLUTION APPROVING AN AMENDMENT TO THE SUBDIVISION IMPROVEMENTS AGREEMENT FOR SHOOK SUBDIVISION

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

WHEREAS, on February 27, 2006, the Board of County Commissioners, in Case No. PLT2005-00051-00004, Shook Subdivision, approved a Major Subdivision (Final Plat) to allow 32 lots on approximately 55.274 acres; and,

WHEREAS, the Board of County Commissioners approved the Subdivision Improvements Agreement for Shook Subdivision at public hearing on July 17, 2017, recorded in the public records of Adams County, Colorado at Reception No. 2017000064960 ("2017Agreement"); and,

WHEREAS, the Developer desires to amend 2017 Agreement to phase development of the Property in order to facilitate the re-platting of the Property and, future development of the lands to the north; and,

WHEREAS, the Developer has provided appropriate collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached First Amendment to the Subdivision Improvements Agreement for Shook Subdivision, Case No. PLT2005-00051.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the First Amendment to the Subdivision Improvements Agreement for Shook Subdivision, Case No. PLT2005-00051, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

FIRST AMENDMENT TO SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AMENDED AGREEMENT, is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and SEC 2-3 Phoenix, LLC, a Colorado limited liability company, 9200 E. Mineral Avenue, Unit 365, Centennial, CO 80112, hereinafter called "Developer", and collectively referred to hereinafter as the "parties". This amended agreement ("Agreement") replaces and supersedes the previous subdivision improvement agreement of the parties made and entered into on or about July 17, 2017. (Reception # 2017000064960, Case # EGR 2016-00028)

WITNESSETH:

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

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

WHEREAS, on February 27, 2006 the Board of County Commissioners approved Case# PLT2005-00051, Shook Subdivision for the following:

Major Subdivision (Final Plat) to create 32 lots on approximately 55.274 acres of land.

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the re-platting of the Property and, future development of the lands to the North. The Developer proposes to develop the property in two (2) phases, as shown in Exhibit C.

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

- Engineering Services. Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibits "B-1" and "B-2" attached hereto, and by this reference made a part hereof.
- 2. Drawings and Estimates. The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibits "B-1" and "B-2" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs for each phase of the development to the County.
- Construction. Developer shall furnish and construct, at its own expense and in accordance
 with drawings and materials approved by the County, the improvements described and
 detailed on Exhibit "B-1" and "B-2".
- 4. Time for Completion. Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibits "B-1", and "B-2". The Director of Community and Economic Development may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B" for a period not to exceed 180 days. Any extension greater than 180 days shall only be approved by the BoCC. Any extension of time shall be in written form only.
- Guarantee of Compliance. Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, for each of the phases, releasable only by the County, to guarantee compliance with this agreement.

Said collateral for Exhibit B-1 shall be in the amount of \$404,548.46, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Public Works Department in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

Said collateral for Exhibit B-2 shall be in the amount of \$473,961.29, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Public Works Department in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion

No building permits shall be issued for any phase of the development until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Director of Public Works. No construction permits shall be issued until all collateral required by this SIA is provided and approved by County staff.

- 6. Acceptance and Maintenance of Public Improvements. All improvements designated "public" on Exhibit "B-1" and "B-2" shall be public facilities and become the property of the County or other public agencies upon acceptance of that phase. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
- Successors and Assigns. This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
- 8. Improvements and Dedication. The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.
 - A. Improvements. The Shook Subdivision is going to be constructed in two phases, Phase B-1 and Phase B-2.

Public Improvements B-1:

- Construction of Hi-Land Circle, East 160th Place, and Elmira Street.
- Construction of related drainage ways, culverts, and utilities.
- Block 2, Lots 1-8 Block 3, Lots 1-3
- Block 4, Lot 1
- Outlots D,F

Public Improvements B-2:

- Construction of Emporia Way, Lomand Circle, E. 161st Place, Florence Way, and Galena Court.
- Construction of related drainage ways, culverts, and utilities.
- Block 1, Lots 1-13 Block 4, Lots 2-3
- Block 5, Lots 1-5

Outlots A,B,C,E

See Exhibit "B-1" and "B-2" for description, estimated quantities and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B-1" and "B-2".

B. Public dedication of land for right-of-way purposes or other public purpose. Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes: **ADRIANE RIGGS** All dedications were made at the time of platting. **NOTARY PUBLIC** STATE OF COLORADO SEC 2-3 Phoenix, LLC Developer By: By: Name, Title Gene Osborne, Authorized Agent The foregoing instrument was acknowledged before me this 24th day of Januar 2018, by Gene Osterne, agent My commission expires: Address: APPROVED BY resolution at the meeting of _ Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amounts of: Phase B-1 \$404,548.46, Phase B-2 \$473,961.29. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners. No construction permits shall be issued until all collateral required by this SIA is provided and approved by County staff. CHAIR ATTEST: ADAMS COUNTY, COLORADO Clerk of the Board Chair

EXHIBIT A

Legal Description: Located in the Southeast ¼ of Section 3, Township 1 South, Range 67 West of the 6th P.M, County of Adams, State of Colorado

Shook Subdivision as recorded under Reception No. 2006000202010 at the Adams County Clerk and Recorders Office.

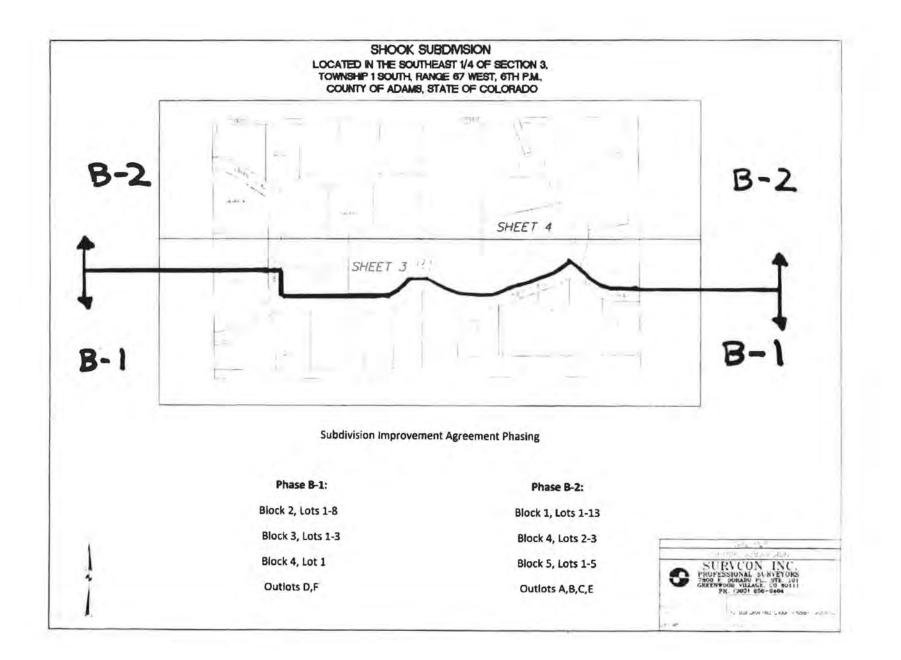
EXHIBIT B

See attached Exhibit B-1 and B-2.

Construction Completion Dates:

Phase B-1: October 31, 2020 Phase B-2: October 31, 2022

Initials or signature of Developer:



DEDICATION AND OWNERSHIP

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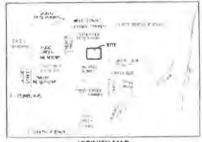
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SHOOK SUBDIVISION

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3. TOWNSHIP I SOUTH, RANGE 67 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO



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CASE NO PLT2005-00051

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BOARD OF COUNTY COMMISSIONERS APPROVAL

APPRINGED BY THE ADAMS COUNTY MOARD OF COMMERCIALIST ME 27 No OF FEBRUARY ... NOS

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CLERK AND RECORDER

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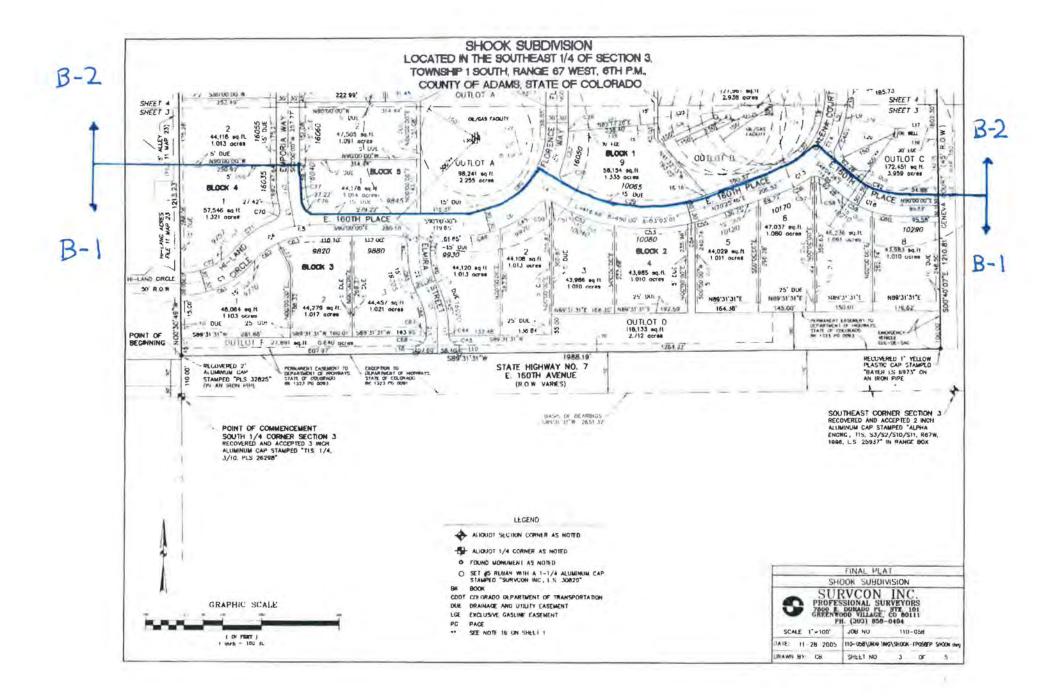
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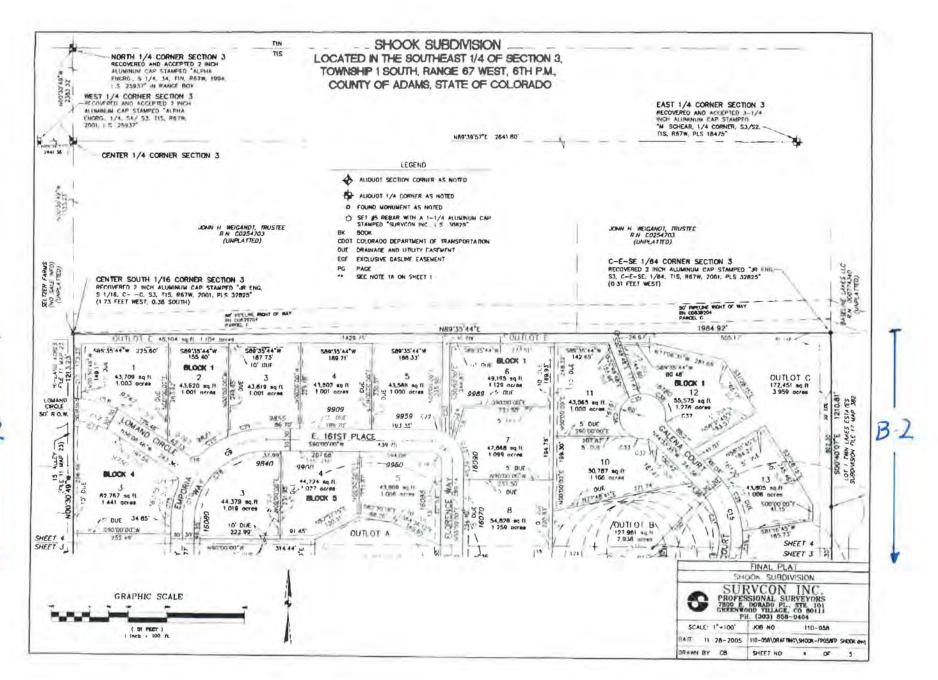
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FINAL PLAT SHOOK SUBDIVISION SURVOON INC PROFESSIONAL SURVEYORS
7800 E DORADO PL. STE 101
GREENWOOD VILLAGE, CO 80111 PH (303) 858-0404 1099 MO 100 58

110-058\DRAF PAIC\SHOOK-PPOSEP SHOOK ON 9-501-90 MARKS FO. CH.





B-2

SHOOK SUBDIVISION

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

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GRAPHIC SCALE

FINAL PLAT
SHOOK SURDIVISION
SURVCON INC.
PROFESSIONAL SURVEYORS
7800 E DORADO PL. STE. 101
GREENVOOD VILLAGE, CO 80111
PH. (303) 850-8404

DRIE 11-28-2005. PH. INRUME PRAYMERS 1205475 SATE 244

Exhibit B-1

Shook Subdivision
Projected Schedule Of Public Improvements
July 26,2017

	Quantity	Unit	Unit Price	Total
1 A. Streets - Elmira Street				
All internal roads				
HMA Pavement (4" Full Depth)	197	Tons	572.73	514.336.00
Class Road Base (6" Depth)	296	Tons	524.18	\$7,150.00
Fine Grading		-	\$1.00	\$1,328.00
6' Class 6 road base shoulders			\$24.18	\$3,455.34
Signs			5300.00	51,200.00
Street Lights			\$3.500.00	\$7,000.00
Traffic Control			\$3,500.00	\$3,500.00
30-inch RCP	46	LF	\$88.00	\$4,048.00
30" FES	2	EA	\$1,200.00	52,400.00
Mobilization	1	LS	\$390.00	\$390.00
			Subtotal	\$44,807.42
1B. Streets - E. 160th Place				
All Internal roads			200.00	404 100
HMA Pavement (5" Full Depth)	1572	Tons	558.18	591,472.00
Class 6 Road Base	1887	Tons	524.18	\$45,621.68
Fine Grading	8240	SY	\$1.00	\$8,240.00
6' Class 6 road base shoulders	836	Tons	\$24.18	520.213.34
Signs	5	EA	5300.00	\$1,500,00
Street Lights	3	EA	\$3.500.00	\$10,500.00
24-inch RCP	84	LF	\$65.00	\$5,460.00
24" FES	4	EA	\$750.00	\$3,000.00
Mobilization	1	LS	\$390.00	\$390.00
			Subtotal	\$186,397.00
1C. Streets - Hi-Land Circle All internal roads				
HMA Pavement (5" Full Depth)	248	Tons	558.18	\$14,416.00
Class 6 Road Base	297	Tons	\$24 18	57,189.98
Fine Grading	1333	SY	\$1.00	\$1.333.00
6' Class 6 road base shoulders	143	Tons	524.18	53,447.36
Signs	1	EA	\$300.00	\$300.00
24-inch RCP	48	LF	\$65.00	\$3.120.00
24" FES	2	EA	\$750.00	\$1,500.00
Mobilization	1	LS.	\$390.00	\$390.00
The state of the s	-	4.5		7224.00
			Subtotal	\$31,696.34
2. Drainage System			Subtotal	\$31,696.34
Pond A: Pond Grading Cut	740	CY	\$3.00	\$2,220.00
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite	337	CY	\$3.00 \$44.00	52,220.00 \$14,828.00
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12" Thick Concrete Overflow Weir	337	CY	\$3.00 \$44.00 \$500.00	\$2,220.00 \$14,828.00 \$925.00
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12" Thick Concrete Overflow Weir 24" RCP	337 2 35	CY CY LF	\$3.00 \$44.00 \$500.00 \$65.00	\$2,220.00 \$14,828.00 \$925.00 \$2,275.00
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12" Thick Concrete Overflow Weir 24" RCP 30" RCP	337 2 35 74	CY CY LF	\$3.00 \$44.00 \$500.00 \$65.00 \$88.00	\$2,220.00 \$14,828.00 \$925.00 \$2,275.00 \$6,512.00
Pond A: Pond Grading Cut B" Thick Maintenance Road Crushed Granite 12" Thick Concrete Overflow Weir 24" RCP 30" RCP Seeding and Mulching	337 2 35 74	CY CY LF LF Acres	\$3.00 \$44.00 \$500.00 \$65.00 \$88.00 \$35.00	\$2,220.00 \$14,828.00 \$925.00 \$2,275.00 \$6,512.00 \$44.41
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12" Thick Concrete Overflow Weir 24" RCP 30" RCP Seeding and Mulching 18" Thick Class M Riprap	337 2 35 74 1 97	CY CY LF LF Acres	\$3.00 \$44.00 \$500.00 \$65.00 \$88.00 \$35.00 \$40.00	\$2,220.00 \$14,828.00 \$925.00 \$2,275.00 \$6,512.00 \$44.40 \$3,880.00
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12" Thick Concrete Overflow Weir 24" RCP 30" RCP Seeding and Mulching 18" Thick Class M Riprap Concrete, Type D Modified Outlet Structure	337 2 35 74 1 97	CY CY LF LF Acres CY Each	\$3.00 \$44.00 \$500.00 \$65.00 \$88.00 \$35.00 \$40.00 \$10,000.00	\$2,220,00 \$14,828.00 \$925.00 \$2,275.00 \$6.512.00 \$44.4! \$3,880.00 \$10,000.00
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12." Thick Concrete Overflow Weir 24" RCP 30" RCP Seeding and Mulching 18" Thick Class M Riprap Concrete, Type D Modified Outlet Structure 8" Thick Concrete Forebay	337 2 35 74 1 97 1 2	CY CY LF LF Acres CY Each	\$3.00 \$44.00 \$500.00 \$65.00 \$88.00 \$35.00 \$40.00 \$510,000.00 \$5,000.00	\$2,220,00 \$14,828.00 \$925.00 \$2,275.00 \$6,512.00 \$44.41 \$3,880.00 \$10,000.00
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12." Thick Concrete Overflow Weir 24" RCP 30" RCP Seeding and Mulching 18" Thick Class M Riprap Concrete, Type D Modified Outlet Structure 8" Thick Concrete Forebay	337 2 35 74 1 97	CY CY LF LF Acres CY Each	\$3.00 \$44.00 \$500.00 \$65.00 \$88.00 \$35.00 \$40.00 \$10,000.00 \$5,000.00	\$2,220,00 \$14,828.00 \$925.00 \$2,275.00 \$6,512.00 \$44.41 \$3,880.00 \$10,000.00
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12." Thick Concrete Overflow Weir 24" RCP 30" RCP Seeding and Mulching 18" Thick Class M Riprap Concrete, Type D Modified Outlet Structure 8" Thick Concrete Forebay	337 2 35 74 1 97 1 2	CY CY LF LF Acres CY Each	\$3.00 \$44.00 \$500.00 \$65.00 \$88.00 \$35.00 \$40.00 \$10,000.00 \$5.000.00 \$15.00	\$2,220,00 \$14,828,00 \$925,00 \$2,275,00 \$6,512,00 \$44,41 \$3,880,00 \$10,000,00 \$7,485,00
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12." Thick Concrete Overflow Weir 24" RCP 30" RCP Seeding and Mulching 18" Thick Class M Riprap Concrete, Type D Modified Outlet Structure 8" Thick Concrete Forebay	337 2 35 74 1 97 1 2 499	CY CY LF LF Acres CY Each Each LF	\$3.00 \$44.00 \$500.00 \$65.00 \$88.00 \$35.00 \$40.00 \$10,000.00 \$5,000.00 \$15.00 Pond A	\$2,220,00 \$14,828,00 \$925,00 \$2,275,00 \$6,512,00 \$44,4! \$3,880,00 \$10,000,00 \$7,485,00
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12." Thick Concrete Overflow Weir 24" RCP 30" RCP Seeding and Mulching 18" Thick Class M Riprap Concrete, Type D Modified Outlet Structure 8" Thick Concrete Forebay	337 2 35 74 1 97 1 2 499	CY CY LF LF Acres CY Each	\$3.00 \$44.00 \$500.00 \$65.00 \$88.00 \$35.00 \$40.00 \$10,000.00 \$5,000.00 \$15.00 Pond A	\$2,220,00 \$14,828,00 \$925,00 \$2,275,00 \$6,512,00 \$44,45 \$3,880,00 \$10,000,00 \$7,485,00
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12" Thick Concrete Overflow Weir 24" RCP 30" RCP Seeding and Mulching 18" Thick Class M Riorap Concrete, Type D Modified Outlet Structure 8" Thick Concrete Forebay	337 2 35 74 1 97 1 2 499	CY CY LF LF Acres CY Each Each LF	\$3.00 \$44.00 \$500.00 \$65.00 \$88.00 \$35.00 \$40.00 \$10,000.00 \$5,000.00 Pond A Subtotal	\$2,220,00 \$14,828,00 \$925,00 \$2,275,00 \$6,512,00 \$44,45 \$3,880,00 \$10,000,00 \$7,485,00 \$58,169,45
Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12." Thick Concrete Overflow Weir 24" RCP 30" RCP Seeding and Mulching 18" Thick Class M Riprap Concrete, Type D Modified Outlet Structure 8" Thick Concrete Forebay	337 2 35 74 1 97 1 2 499	CY CY LF LF Acres CY Each Each LF m/Pond	\$3.00 \$44.00 \$500.00 \$65.00 \$88.00 \$35.00 \$40.00 \$10,000.00 \$15.00 Pond A Subtotal	\$2,220,00 \$14,828,00 \$925,00 \$2,275,00 \$6,512,00 \$44,45 \$3,880,00 \$10,000,00 \$7,485,00 \$58,169,45 \$58,169,45
2. Drainage System Pond A: Pond Grading Cut 8" Thick Maintenance Road Crushed Granite 12" Thick Concrete Overflow Weir 24" RCP 30" RCP Seeding and Mulching 15" Thick Class M Riprap Concrete, Type D Modified Outlet Structure 8" Thick Concrete Forebay 6" Thick Concrete Trickle Channel	337 2 35 74 1 97 1 2 499	CY CY LF LF Acres CY Each Each LF	\$3.00 \$44.00 \$500.00 \$65.00 \$88.00 \$35.00 \$40.00 \$10,000.00 \$15,000.00 \$15.00 Pond A Subtotal Total	\$31,696.34 \$2,220.00 \$14,828.00 \$925.00 \$6,512.00 \$44.45 \$3,880.00 \$10,000.00 \$7,485.00 \$58,169.45 \$58,169.45 \$321,070.21 \$64,214.04 \$19,264,21

Quantity Unit

Unit Price

Total

Exhibit B-2

Shook Subdivision Projected Schedule Of Public Improvements July 26,2017

Item	Quantity	Unit	Unit Price	Total
1 A. Streets - Galena Court				
All internal roads				
	536	Tons	\$58.18	\$31,184.00
HMA Pavement (5"Full Depth)		23.00		\$15,553.02
Class 6 Road Base	643	Tons	\$24.18	
Fine Grading	2767	SY	\$1.00	\$2,767.00
6' Class 6 road base shoulders	270	Tons	\$24.18	\$6,527.64
Signs	1	EA	\$300.00	\$300.00
Street Lights	1	EA	\$3,500.00	\$3,500.00
24-inch RCP	44	LF	\$65.00	\$2,860.00
24" FES	2	EA	\$760.00	\$1,520.00
Mobilization	1	LS	\$390.00	\$390.00
			Subtotal	\$64,601.66
1B. Streets - Lomand Circle				
All Internal roads				
HMA Pavement (5" Full Depth)	295	Tons	\$58.18	\$17,152.00
Class 6 Road Base	354	Tons	524.18	\$8,554.56
Fine Grading	1551	SY	\$1.00	\$1,551.00
6' Class 6 road base shoulders	158	Tons	\$24.18	\$3,822.42
Signs	2	EA	\$300.00	\$600.00
Street Lights	.1	EA	\$3,500.00	\$3,500.00
24-inch RCP	40	LF	\$65.00	\$2,600.00
24" FES	2	EA	\$750.00	\$1,500.00
Mobilization	1	LS	\$390.00	\$390.00
			Subtotal	\$39,669.98
1C. Streets - Geneva Court				
All internal roads				
HMA Pavement (5" Full Depth)	40	Tons	CEO 10	\$2,304.00
Class 6 Road Base	48	Tons	\$58.18 \$24.18	\$1,149.12
Fine Grading	144	SY	\$1.00	\$1,149.12
		EA	\$300.00	\$300.00
Signs Traffic Control	1	LS		
Tranic Control	1	LS	\$3,500.00	\$3,500.00
Mobilization	1	LS	\$390.00	\$390.00
			Subtotal	\$7,787.12
1D. Florence Way				
All internal roads				
	309	Toes	\$58.18	\$17,952.00
HMA Pavement (5" Full Depth)		Tons	\$24.18	\$8,953.56
Class 6 Road Base Fine Grading	370 1683	SY	\$1.00	\$1,683.00
6" Class road base shoulders		Tons	\$24.18	
	185			\$4,476.78
Signs	2	Each	\$300.00	\$600.00
Street Lights	1	Each	\$3,500.00	\$3,500.00
Moblization	1	LS	\$390.00	\$390.00
(TOURISHOT)	-		Subtotal	\$37,554.34

1F. E 161st Place				
All internal roads	-		-	
HMA Pavement (5" Full Depth)	475	Tons	\$58.18	\$27,632.00
Class 6 Road Base	570	Tons	\$24.18	\$13,781.46
Fine Grading	2590	SY	\$1.00	\$2,590.00
6' Class 6 road base shoulders	285	Tons	\$24.18	\$6,894.72
Signs	1	EA	\$300.00	\$300.00
2,6,12	1	Lo	\$500.00	3300.00
24-inch RCP	44	LF	\$65.00	\$2,860.00
24" FES	2	Each	\$750.00	\$1,500.00
Mobilization	1	LS	\$390.00	\$390.00
			Subtotal	\$55,948.18
1G. Emporia Way	1			
Id. Emporia way				
All internal roads				
HMA Pavement (5" Full Depth)	412	Tons	\$58.18	\$23,952.00
Class 6 Road Base	494	Tons	\$24.18	\$11,946.06
Fine Grading	2171	SY	\$1.00	\$2,171.00
6' Class 6 road base shoulders	222	Tons	\$24.18	\$5,378.52
Signs	1	EA	\$300.00	\$300.00
Street Lights	1	EA	\$3,500.00	\$3,500.00
Mobilization	1	LS	\$390.00	\$390.00
		-	Subtotal	\$47,637.58
				4,004440000
	Str	eets Subto	ital 1	\$253,198.86
2. Drainage System				
			h	
Detention/Waterquality Ponds	2000		1000	1000000
Pond A: Pond Grading Cut	3602	CY	\$3.00	\$10,806.00
8" Thick Maintenance Road Crushed Granite	279	CY	\$44.00	\$12,276.00
24" RCP	69	LF	\$65.00	\$4,485.00
30" RCP	30	LF	\$88.00	\$2,640.00
36" RCP	108	LF	\$110.00	\$11,880.00
12" Thick Concrete Overflow Weir	3	CY	\$500.00	\$1,280.00
Seeding and Mulching	1	Acres	\$35.00	\$39.90
18" Thick Class M Riprap	132	CY	\$65.00	\$8,580.00
Concrete, Type D Modified Outlet Structure	1	Each	\$10,000.00	\$10,000.00
8" Thick Concrete Forebay	3	Each	\$5,000.00	\$15,000.00
Outfall Ditch with embankment protection	3.017	LF	\$13.66	\$41,204.00
6" Thick Concrete Trickle Channel	318	LF	\$15.00	\$4,770.00
			Pond A	
			Subtotal	\$122,960.90
	Storm	/Pond Sub	ototal 2	\$122,960.90
			tion	\$376,159.76
	Te	otal Projec		
	-	otal Projec		
	Adn	otal Projec ninistratio tion Guara	n 20%	\$75,231.95 \$22,569.58



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 13, 2018			
SUBJECT: Acceptance of Warranty Deed from Robert E. Croff & Linda L. Croff			
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works			
AGENCY/DEPARTMENT: Public Works			
HEARD AT STUDY SESSION ON: N/A			
AUTHORIZATION TO MOVE FORWARD: YES NO			
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution			

BACKGROUND:

Adams County is acquiring property in conjunction with a conditional use application, located in the Northeast Quarter of Section 12, Township 1 South, Range 68 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed Draft Resolution

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	cal impact, pl	ease fully comp	plete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in Current Budget:					
Total Revenues:					
				=	
			Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:					
Add'l Operating Expenditure not included in Current Budget:					
Current Budgeted Capital Expenditure:					
Add'l Capital Expenditure not included in Current Budget:					
Total Expenditures:				=	
New FTEs requested:	☐ YES	⊠ NO			
Future Amendment Needed:	☐ YES	⊠ NO			
Additional Note:					

Revised 06/2016 Page 2 of 2

Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A WARRANTY DEED FROM ROBERT E. CROFF AND LINDA L. CROFF TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2013 for right-of-way dedication for East 156th Avenue west of Colorado Boulevard in conjunction with a conditional use application, located in the Northeast Quarter of Section 12, Township 1 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Robert E. Croff and Linda L. Croff, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2013000036807.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Robert E. Croff and Linda L. Croff, a copy of which has been duly recorded, is hereby accepted by Adams County.



NO DOC FEE REQUIRED

WARRANTY DEED

RECORDED AS RECEIVED

THIS DEED, dated this 25 day of April 2013, between

Robert E. Croff and Linda L. Croff whose legal address is 3505 East 156th Avenue, Brighton, Colorado 80602, grantor(s), and THE COUNTY OF ADAMS, State of Colorado, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), their successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for East 156th Avenue west of Colorado Boulevard

Also known by street and number as: Vacant Land

Assessor's schedule or parcel number: part of 0-1573-12-0-00-023

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), their successors and assigns forever. The grantor(s), for themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), their successors and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2013 taxes due in 2014 which grantor agrees to pay.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), their successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

Robert E. Croff

STATE OF COLORADO

County of Adams

My commission expires:

My commission expires October 26, 2014

My commission expires October 26, 2014

Witness my hand and official seal.

Cho and A m

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

No. 932. Rev. 3-98. WARRANTY DEED (For Photographic Record) Page 1 of 1

After Recording, Please Mail To:

Adams County Public Works 4430 S. Adams County Parkway Suite W2000B, 1st Floor Brighton, CO 80601-8218



156TH AVENUE RIGHT-OF-WAY

Legal Description

A parcel of land being a portion of the tract of land described in the Warranty Deed recorded on November 12, 1981 in Book 2600 at Page 52 in the Office of the Clerk and Recorder of Adams County, Colorado, said tract of land located in the Northeast One-Quarter of Section 12, Township 1 South, Range 68 West of the 6th Principle Meridian, more particularly described as follows:

BEGINNING at the Southwest Corner of the Northeast One-Quarter of said Section 12, from which the Southeast Corner thereof bears South 89°30'54" East, a distance of 2689.65 feet; thence South 89°30'54" East, along the South line of said Northeast One-Quarter, a distance of 1161.10 feet to the Southeast Corner of the parcel of land described in said Book 2600 at Page 52;

Thence North 00°13'11" East, along the East line of the parcel of land described in said Book 2600 at Page 52, a distance of 30.00 feet to a point of intersection with a line 30.00 feet Northerly and parallel with the South line of said Northeast One-Quarter;

Thence North 89°30'54" West, along the line 30.00 feet Northerly and parallel with the South line of said Northeast One-Quarter, a distance of 1161.24 feet to a point on the West line of the parcel of land described in said Book 2600 at Page 52;

Thence South 00°13'11" West, along the West line of the parcel of land described in said Book 2600 at Page 52, a distance 30.00 feet to the <u>TRUE POINT OF BEGINNING</u>.

Containing 34,833 square feet or 0.800 acres, more or less.

Bearings are based upon the South line of the Northeast One-Quarter of said Section 12, being monumented on the West end with a 3-1/4" aluminum cap stamped "ADAMS COUNTY PUBLIC WORKS PLS 28664" and on the West end with a 3-1/4" aluminum cap stamped "W.S.S.I. PLS 24960", bearing being South 89°30'54" East.

Legal description prepared by:

Ian Cortez, PLS Colorado Professional Land Surveyor No. 32822 For and on behalf of: Adams County, Colorado



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 13, 2018				
SUBJECT: Resolution approving right-of-way agreement between Adams County and Hyland Hills Park and Recreation District, for property necessary for the Lowell Boulevard Improvements Project – Clear Creek to West 62 nd Avenue				
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works				
AGENCY/DEPARTMENT: Public Works				
HEARD AT STUDY SESSION ON: N/A				
AUTHORIZATION TO MOVE FORWARD: YES NO				
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.				

BACKGROUND:

Adams County is in the process of acquiring right-of-way, permanent drainage easements and temporary construction easements for street improvements along Lowell Boulevard for the Lowell Boulevard Improvements Project – Clear Creek to West 62^{nd} Avenue, that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and Hyland Hills Park and Recreation District, for dedication of road right-of-way and permanent drainage easement. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution Right-of-way agreement Warranty Deed

Revised 06/2016 Page 1 of 2

FISCAL IMPACT: Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below. **Fund:** 13 Cost Center: 3056 Object Subledger **Amount** Account Current Budgeted Revenue: Additional Revenue not included in Current Budget: **Total Revenues: Object** Subledger Amount Account Current Budgeted Operating Expenditure: Add'l Operating Expenditure not included in Current Budget: Current Budgeted Capital Expenditure: 9010 W30561503 \$50,494.00 Add'l Capital Expenditure not included in Current Budget: Total Expenditures: \$50,494.00 **New FTEs requested:** \boxtimes NO YES

Additional Note:

Future Amendment Needed:

This is a project continuing from 2017. Budget will have to be carried forward from 2017 to 2018 on the first amendment to the 2018 Adams County Budget. The total project budget for 2018 will be \$3,416,757, pending approval and adoption of the first amendment to the 2018 Adams County Budget.

YES

 \boxtimes NO

Revised 06/2016 Page 2 of 2

Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND HYLAND HILLS PARK AND RECREATION DISTRICT, FOR PROPERTY NECESSARY FOR THE LOWELL BOULEVARD IMPROVEMENTS PROJECT – CLEAR CREEK TO WEST 62ND AVENUE

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way, permanent drainage easements and temporary construction easements along Lowell Boulevard for the Lowell Boulevard Improvements Project – Clear Creek to West 62nd Avenue; and,

WHEREAS, the project includes installation and construction of storm sewer, drainage and roadway improvements for the use of the public within the right-of-way of Lowell Boulevard; and,

WHEREAS, Hyland Hills Park and Recreation District ("Hyland Hills"), a Quasi-Municipal Corporation, Political Subdivision of the State of Colorado, is willing to convey certain property interests to Adams County over a portion of its property located in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Hyland Hills for the Project; and,

WHEREAS, Adams County requires ownership of certain Hyland Hills parcels for construction of the street improvements, a permanent drainage easements for storm water drainage purposes and temporary construction easements for construction purposes; and,

WHEREAS, Hyland Hills is willing to convey Hyland Hills parcels to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Hyland Hills, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

RIGHT-OF-WAY AGREEMENT

This Agreement is made and entered into by and between **Hyland Hills Park and Recreation District**, a Quasi-Municipal Corporation, Political Subdivision of the State of Colorado, whose legal address is 8801 North Pecos Street, Federal Heights, CO 80260 ("Owner"), and the **County of Adams**, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located along Lowell Boulevard within the Southeast Quarter of Section 7, Township 3 South, Range 68 West, Adams County, Colorado, hereinafter (the "Property") for the Lowell Boulevard Improvements Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FIFTY THOUSAND FOUR HUNDRED NINTY-FOUR AND NO/100'S DOLLARS (\$50,494.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$9,216.00 for the dedication of road right-of-way, \$30,228.00 for the dedication of permanent drainage easements and \$11,050.00 for the temporary construction easements. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promises and covenants below, the Owner and the County agree to the following:

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and delivery to the County the attached conveyance documents on the Property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date to be on or after February 28, 2018.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

- The Owner has entered into this Agreement acknowledging that the County has 5. the power of eminent domain and requires the Property for a public purpose.
- 6. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- This Agreement contains all agreements, understandings and promises between 7. the Owner and the County, relating to the Project and shall be deemed a contract binding upon
- e

the Owner and County and extending to the successo	e 1
8. This Agreement has been entered in governed according to the laws thereof.	nto in the State of Colorado and shall be
Hyland Hills Park & Recreation District,	
a Quasi-Municipal Corporation, Political Subdivision	of the State of Colorado
By: John Frehbar	
Yvonne Fischbach, Executive Director	
Date: 1-4-2018	
Approved:	
BOARD OF COUNTY COMMISSIONERS-COUN	TY OF ADAMS, STATE OF COLORADO
Chair	Date
Approved as to Form:	

County Attorney

WARRANTY DEED

THIS DEED, dated this day of day of 2017, between Hyland Hills Park and Recreation District, owner, of the County of Adams and State of Colorado, grantor, and THE COUNTY OF ADAMS, State of Colorado, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2016 taxes due in 2017, if any, which grantor agrees to pay.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

Hyland Hills Park and Recr	eation District, Owner
By: Work	Frenbad
Executive Director	
STATE OF COLORADO)
County of Adams)
endings of the state of the sta	nt was acknowledged before me this 2

by Yvonne Fischbach, Executive Director of Hyland Hills Park and Recreation, on behalf of owner.

y commission Expires May 29, 2020

Witness my hand and official seal.

Question D. Honght

Notary Public

A PARCEL OF LAND, being a portion of the tract of land described in Personal Representative's Deed recorded on October 12, 2010 at Reception No. 2010000069477 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 1390.33 feet;

Thence South 89°40'26" West, a distance of 30.00 feet to the existing Westerly Right-of-Way of Lowell Boulevard, being the Point of Beginning;

Thence continuing South 89°40'26" West along the South line of said tract of land described at Reception No. 2010000069477, a distance of 6.00 feet;

Thence North 00°07'00" East, a distance of 174.86 feet;

Thence North 89°40'03" East along the North line of said tract of land described at Reception No. 2010000069477, a distance of 6.00 feet;

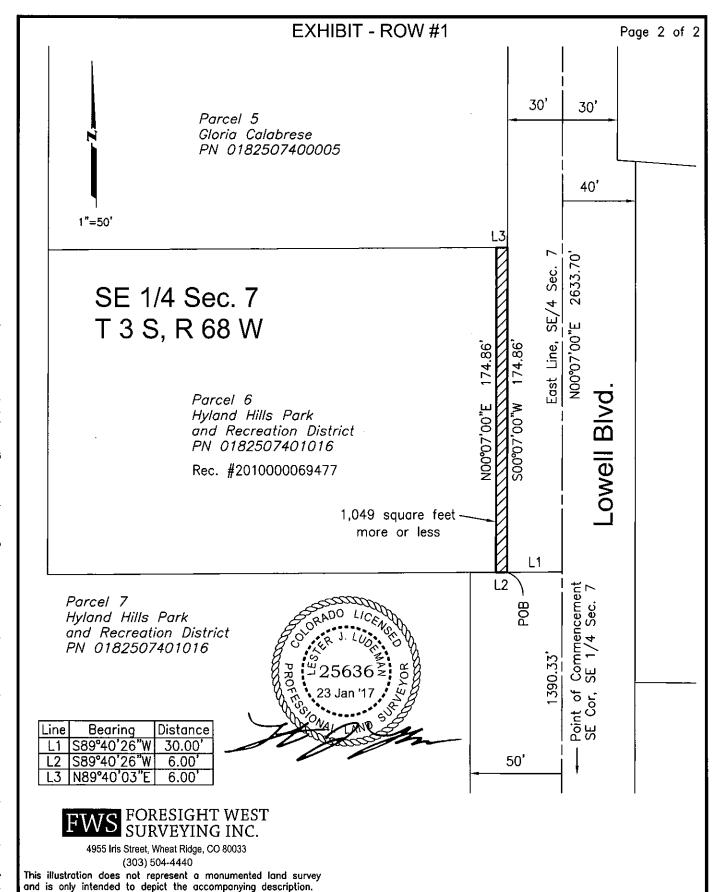
Thence South 00°07'00" West along said Westerly Right-of-Way of Lowell Boulevard, a distance of 174.86 feet to the Point of Beginning,

containing 1,049 square feet, or 0.0241 acre, more or less.





4955 Iris Street, Wheat Ridge, CO 80033 (303) 504-4440



A PARCEL OF LAND, being a portion of the parcel of land described in Warranty Deed recorded on December 30, 2002 at Reception No. C1073471 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 1739.25 feet;

Thence South 89°42'09" West, a distance of 30.00 feet to the existing Westerly Right-of-Way of Lowell Boulevard, being the Point of Beginning;

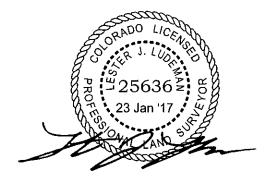
Thence continuing South 89°42'09" West along the South line of said parcel of land described at Reception No. C1073471, a distance of 6.00 feet;

Thence North 00°07'00" East, a distance of 209.23 feet;

Thence North 89°42'09" East along the North line of said parcel of land described at Reception No. C1073471, a distance of 6.00 feet;

Thence South 00°07'00" West along said Westerly Right-of-Way of Lowell Boulevard, a distance of 209.23 feet to the Point of Beginning,

containing 1,255 square feet, or 0.0288 acre, more or less.





4955 Iris Street, Wheat Ridge, CO 80033 (303) 504-4440



DATE OF PUBLIC HEARING: February 20, 2018		
SUBJECT: Acceptance of Warranty Deed from Lloyd Linnebur and Shirley A. Linneber		
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works		
AGENCY/DEPARTMENT: Public Works		
HEARD AT STUDY SESSION ON: N/A		
AUTHORIZATION TO MOVE FORWARD: YES NO		
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution		

BACKGROUND:

Adams County is acquiring property in conjunction with a 35-acre development, located in Section 36, Township 3 South, Range 61 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	al impact, pl	ease fully comp	plete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budge	t:			
Total Revenues:					
				=	
			Object Account	Subledger	Amount
Current Budgeted Operating Expen					
Add'l Operating Expenditure not in		nt Budget:			
Current Budgeted Capital Expendit					
Add'l Capital Expenditure not inclu	ded in Current I	Budget:			
Total Expenditures:				=	
New FTEs requested:	☐ YES	⊠ NO			
Future Amendment Needed:	☐ YES	⊠ NO			
Additional Note:					

Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A WARRANTY DEED FROM LLOYD LINNEBUR AND SHIRLEY A. LINNEBUR TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES

Resolution 2018-

WHEREAS, Adams County has received a Warranty Deed in 2006 for right-of-way dedication for East 26th Avenue, Behrens Mile Road and Timberlake Road in conjunction with a 35-acre development Project located within Section 36, Township 3 South, Range 61 West of the 6th Principal Meridian; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Lloyd Linnebur and Shirley A. Linnebur, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20060412000371070.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Lloyd Linnebur and Shirley A. Linnebur, a copy of which has been duly recorded, is hereby accepted by Adams County.



WARRANTY DEED	101 CTEFK \$.00
THIS DEED, dated this Oth day of January 2006, between LLOYD LINNEBUR and SHIRLEY A. LINNEBUR,	2WP-005-003
of the County of Adams and State of Colorado, grantor(s), and	
The County of Adams, State of Colorado,	
whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the	
said County of Adams and State of Colorado, grantee(s):	

WITNESS, that the grantor(s), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for East 26th Avenue, Timberlake Road and Behrens Mile Road.

Also known by street and number as: Vacant Land

Assessor's schedule or parcel number: Part of 0-1811-00-0-00-085; 0-1811-36-1-00-003; 0-1811-36-4-00-001 TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2005 taxes due in 2006 which grantor agrees to pay.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

STATE OF COLORADO)

County of Adams

The foregoing instrument was acknowledged before me this Lott day of January, 2006, by Lloyd Linnebur

and Shirley A. Linnebur.

Witness my hand and official seal.

My commission expires 03-20-2009

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

No. 932. Rev. 3-98. WARRANTY DEED (For Photographic Record)

After Recording, Please Mail To:

Adams County Public Works 12200 N. Pecos St. 3rd Floor Westminster CO 80234 Attn: Right of Way Agent

51

EXHIBIT "A" TO WARRANTY DEED BETWEEN LLOYD LINNEBUR AND SHIRLEY A. LINNEBUR AND THE COUNTY OF ADAMS, STATE OF COLORADO

That part of Section 36, Township 3 South, Range 61 West of the Sixth Principal Meridian, Adams County, Colorado being more particularly described as:

1.) East 26th Avenue

The North 40.00 feet of the Northwest Quarter of said Section 36 and the North 40.00 feet of the Northwest Quarter of the Northeast Quarter of said Section 36.

Contains 159,140 square feet or 3.65 acres more or less.

AND

2.) Behrens Mile Road

The East 40 of the Southeast Quarter of said Section 36 except that part conveyed to the Department of Highways, State of Colorado in the deed recorded September 19, 1960 in the Office of the Adams County Clerk and Recorder's Office in Book 867 at Page 221 under Reception No. 616927.

Contains 97,980 square feet or 2.25 acres more or less.

AND

3.) Timberlake Road

Commencing at the Southeast Corner of the Southwest Quarter of said Section 36; thence North 00°04'03" West along the East Line of the Southwest Quarter of said Section 36 a distance of 75.03 feet to the North Right-of-Way Line of U. S. Highway No. 36 as described in Book 867 at Page 219 under Reception No. 616926 and in Book 867 at Page 221 under Reception No. 616927, both recorded September 19, 1960 in the Office of the Adams County Clerk and Recorder's Office; thence North 88°15'27" East along said North Right-of-Way Line a distance of 30.00 feet to the True Point of Beginning; thence North 00°04'03" West a distance of 550.36 feet to the beginning of a tangent curve to the left, the radius of said curve is 445.00 feet, the central angle of said curve is 72°04'38", the chord of said curve bears North 36°06'22" West, 523.61 feet; thence along the arc of said curve a distance of 559.80 feet; thence North 72°08'41" West a distance of 728.12 feet to the beginning of a tangent curve to the right, the radius of said curve is 385.00 feet, the central angle of said curve is 70°21'42", the chord of said curve bears North 36°57'50" West, 443.64 feet; thence along the arc of said curve a distance of 472.80 feet; thence North 01°46'59" West a distance of 2,674.83 feet to the beginning of a tangent curve to the left, the radius of said curve is 445.00 feet, the central angle of said curve is 79°30'21", the chord of said curve bears North 41°32'10" West, 569.14 feet; thence along the arc of said curve a distance of 617.50 feet; thence North 81°17'20" West a distance of 99.44 feet to the beginning of a tangent curve to the right, the radius of said curve is 385.00 feet, the central angle of said curve is 79°30'32", the chord of said curve bears North 41°32'04"

West, 492.41 feet; thence along the arc of said curve a distance of 534.26 feet; thence North 01°46'48" West a distance of 50.00 feet to a point 40.00 feet south of, measured perpendicular to, the North Line of said Section 36; thence South 88°13'12" West parallel with and 40.0 feet South of, measured perpendicular to. the North line of said Section 36 a distance of 60.00 feet; thence South 01°46'48" East a distance of 50.00 feet to the beginning of a tangent curve to the left, the radius of said curve is 445.00 feet, the central angle of said curve is 79°30'32", the chord of said curve bears South 41°32'04" East, 569.15 feet; thence along the arc of said curve a distance of 617.52 feet; thence South 81°17'20" East a distance of 99.44 feet to the beginning of a tangent curve to the right, the radius of said curve is 385.00 feet, the central angle of said curve is 79°30'21", the chord of said curve bears South 41°32'10" East, 492.40 feet; thence along the arc of said curve a distance of 534.24 feet; thence South 01°46'59" East a distance of 2,674.83 feet to the beginning of a tangent curve to the left, the radius of said curve is 445.00 feet, the central angle of said curve is 70°21'42", the chord of said curve bears South 36°57'50" East, 512.78 feet; thence along the arc of said curve a distance of 546.48 feet; thence South 72°08'41" East a distance of 728.12 feet to the beginning of a tangent curve to the right, the radius of said curve is 385.00 feet, the central angle of said curve is 72°04'38", the chord of said curve bears South 36°06'22" East, 453.01 feet; thence along the arc of said curve a distance of 484.32 feet; thence South 00°04'03" East a distance of 552.12 feet to a point on the North Right-of-Way Line of said U. S. Highway No. 36; thence North 88°15'27" East along said North Right-of-Way Line a distance of 60.00 feet to the True Point of Beginning.

Contains 372,723.6 square feet or 8.56 acres more or less.

Basis of Bearing is assumed to bear North 00°13'27" East along the East Line of the Southeast Quarter of said Section 36 as stated in the below referenced Land Survey Plat.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 12200 North Pecos Street, Westminster, Colorado 80224, based on the Land Survey Plat prepared by Harold J. Ponserella, PLS No. 29766 of Cottonwood Surveying and Associates, Inc., 56467 East 41st Avenue, Strasburg, Colorado 80136 deposited with Adams County on February 8, 2006 in Book 1 at Page 3001, Reception (Map) Number 2006-026 of the Land Survey Plat Records.



DATE OF PUBLIC HEARING: February 13, 2018
SUBJECT: Closing of Fund 44 – Waste Water Treatment Plant Enterprise Fund
FROM: Nancy Duncan, Budget Manager
AGENCY/DEPARTMENT: Budget Office
HEARD AT STUDY SESSION ON: October 24, 2017; January 30, 2018
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the Resolution Closing Waste Water Treatment Plant Enterprise Fund 44

BACKGROUND:

The Waste Water Treatment Plant Enterprise Fund 44 was opened in 2014. The County wishes to close the Waste Water Treatment Plant Enterprise Fund 44 and combine its financial transactions and reporting with the Front Range Airport Enterprise Fund 43. This will allow for easier tracking of revenues, expenditures, and other financial transactions within the Fund.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Budget Office and Finance Department

ATTACHED DOCUMENTS:

Resolution Approving Closing Waste Water Treatment Plant Enterprise Fund 44

FISCAL IMPACT:

Please check if there is no fiscal section below.	impact⊠. If t	there is fisca	al impact, ple	ease fully comp	olete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	n Current Budge	t:			
Total Revenues:					
		[Object	Subledger	Amount
			Account		
Current Budgeted Operating Exper					
Add'l Operating Expenditure not in		nt Budget:			
Current Budgeted Capital Expendit					
Add'l Capital Expenditure not inclu	ıded in Current I	Budget:			
Total Expenditures:					
New FTEs requested:	☐ YES	□ NO			
Future Amendment Needed:	☐ YES	□ NO			
Additional Note:					
There is no fiscal impact.					

RESOLUTION APPROVING CLOSE OUT OF THE WASTE WATER TREATMENT PLANT FUND (FUND 44) AND AUTHORIZING THE DIRECTOR OF FINANCE AND THE ADAMS COUNTY TREASURER TO TRANSFER FUND BALANCES TO FRONT RANGE AIRPORT FUND (FUND 43).

WHEREAS, the Waste Water Treatment Plant Fund (Fund 43) was established in 2014 to account for revenues, expenditures, and other financial transactions made for the operation of the Waste Water Treatment Plant; and,

WHEREAS, it has been determined that combining the Waste Water Treatment Plant and the Front Range Airport Funds would be beneficial for budgeting and accounting purposes; and,

WHEREAS, it would be beneficial for budgeting and accounting purposes to close out the fund as of January 1, 2017; and,

WHEREAS, the remaining net position shall be combined with the Front Range Airport Fund 43 as of January 1, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the close out of the Waste Water Treatment Plant Fund (Fund 44) be approved, effective January 1, 2017.

BE IT FURTHER RESOLVED that the Director of Finance and the Adams County Treasurer are authorized to close out said Waste Water Treatment Fund 44 on January 1, 2017, and to combine any remaining net position with Front Range Airport Fund 43 effective January 1, 2017.



DATE OF PUBLIC HEARING: 02/13/18		
SUBJECT: Resolution Supporting Renewal of the Colorado State Lottery Division		
FROM: Abel Montoya, Director of Regional Affairs		
AGENCY/DEPARTMENT: Department of Regional Affairs		
HEARD AT STUDY SESSION ON: 01/23/18		
AUTHORIZATION TO MOVE FORWARD: YES NO		
RECOMMENDED ACTION: Support		

BACKGROUND:

This is a resolution urging the Colorado General Assembly approve legislation during its 2018 session to reauthorize the Colorado Lottery Division. Colorado voters approved a statewide lottery and in a subsequent election adopted the Great Outdoors Colorado (GOCO) amendment to the state constitution, which directed that lottery profits be used for parks, open space, wildlife, and outdoor recreation purposes. As provided in the GOCO amendment, lottery profits are allocated to the Great Outdoors Colorado Trust Fund (GOCO Trust Fund), the Conservation Trust Fund, and to the Colorado Division of Parks and Wildlife.

The GOCO Trust Fund has distributed over \$12,988,832 directly to Adams County to help connect families to the outdoors, improve local trails and parks, build outdoor recreation facilities, preserve ranchlands, water resources, and view corridors, improve river access and quality, and conserve wildlife habitat.

The Conservation Trust Fund has distributed over \$16,466,970 directly to Adams County for acquisition, development, and maintenance of new conservation sites, capital improvements, and maintenance for recreational purposes on public sites.

In addition to supporting this resolution, the Board of Commissioners is supporting SB18-066-Extend Operation of State Lottery Division. The bill repeals the scheduled termination on July 1, 2024, of the state lottery division in the department of revenue and permanently establishes the division.

AGENCIES, DEPARTMENTS OR OTHER OFFICES	S INVOLVE	<u>D</u> :	
Department of Parks and Open Space			
ATTACHED DOCUMENTS:			
Resolution			
FISCAL IMPACT:			
Please check if there is no fiscal impact \boxtimes . If there is fisc section below.	cal impact, pl	ease fully comp	olete the
Fund:			
Cost Center:			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	•	-	
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	•	Subledger	Amount
Current Budgeted Operating Expenditure: Add'l Operating Expenditure not included in Current Budget:	•	Subledger	Amount
	•	Subledger	Amount
Add'l Operating Expenditure not included in Current Budget:	•	Subledger	Amount
Add'l Operating Expenditure not included in Current Budget: Current Budgeted Capital Expenditure:	•	Subledger	Amount
Add'l Operating Expenditure not included in Current Budget: Current Budgeted Capital Expenditure: Add'l Capital Expenditure not included in Current Budget:	•	Subledger	Amount

Additional Note:

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

☐ YES

□ NO

DRAFT RESOLUTION

Resolution Supporting Reauthorization by the General Assembly of the Colorado Lottery Division in 2018

WHEREAS, Colorado voters provided for a statewide lottery, and in a subsequent election adopted the Great Outdoors Colorado (GOCO) amendment to the state constitution, which directs that lottery profits be used for parks, open space, wildlife, and outdoor recreation purposes; and,

WHEREAS, following the voters' approval of a lottery, the General Assembly created a Lottery Division in the State Department of Revenue to administer the lottery; and,

WHEREAS, as provided in the GOCO amendment, lottery profits are allocated to the Great Outdoors Colorado Trust Fund (GOCO Trust Fund), the Conservation Trust Fund, and to the Colorado Division of Parks and Wildlife; and,

WHEREAS, since 1992, the GOCO Trust Fund has distributed approximately \$1 billion in grants for projects to improve communities in all of Colorado's 64 counties. Funds have helped connect families to the outdoors, improved local trails and parks, built outdoor recreation facilities, preserved ranchlands, water resources, and view corridors, improved river access and quality and conserved wildlife habitat; and,

WHEREAS, the GOCO Trust Fund has distributed over \$12,988,832 directly to Adams County for these purposes; and,

WHEREAS, since 1983 the Conservation Trust Fund has distributed approximately \$1 billion in grants to counties, municipalities, and special districts for acquisition, development, and maintenance of new conservation sites, capital improvements, and maintenance for recreational purposes on public sites; and,

WHEREAS, the Conservation Trust Fund has distributed over \$16,466,970 directly to Adams County for these purposes; and,

WHEREAS, since 1992 the GOCO Trust Fund has distributed approximately \$215 million of lottery proceeds in support of Colorado's 42 state parks, funding parkland acquisition, park development and operations, trail construction and maintenance, environmental education, youth and volunteer programs and stewardship and natural resource management; and,

WHEREAS, the Colorado Lottery Division is critical to the administration of the entire GOCO program and the Division is set to expire unless extended by the General Assembly, which during its 2018 session will consider legislation to extend the Division to 2039.

NOW THEREFORE, BE IT RESOLVED, that the Adams County Board of Commissioners strongly urges the General Assembly to approve legislation during its 2018 session to reauthorize the Colorado lottery division.





DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Resolution Regarding Defense and Indemnification of Gilbert Abdulla as a Defendant Pursuant to C.R.S. § 24-10-101, et seq., 17-cv-02043
FROM: Heidi Miller, County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Gilbert Abdulla as a Defendant Pursuant to C.R.S.§ 24-10-101, et seq.

BACKGROUND:

The Board of County Commissioners formally indemnifies employees and elected officials who are named in civil lawsuits.

The County Attorney's Office has reviewed the facts of this lawsuit and it has been determined that the employees/elected officials named in the lawsuit were acting within the course and scope of their employment at all relevant times.

The County Attorney's Office is recommending that the following employees/elected officials be indemnified for any potential damages that might arise out of this litigation: Gilbert Abdulla

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:					
Please check if there is no fiscal imbelow.	pact□. If there	is fiscal imp	pact, please fu	lly complete the	section
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budge	t:			
Total Revenues:					
				- -	
		_			
			Object Account	Subledger	Amount
Current Budgeted Operating Expen					
Add'l Operating Expenditure not in		nt Budget:			
Current Budgeted Capital Expendit					
Add'l Capital Expenditure not inclu	ded in Current l	Budget:			
Total Expenditures:				=	
New FTEs requested:	☐ YES	□NO			
•	_				

Additional Note:

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF GILBERT ABDULLA AS A DEFENDANT PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, Gilbert Abdulla has been sued in the matter of Michael King v. Gilbert Abdulla, *et al.* in the United States District Court, Case Number 17-cv-02843; said Defendant, being an employee of Adams County at the time of the incident described in the Complaint; and,

WHEREAS, initial investigation has revealed to the satisfaction of the Board of County Commissioners and the determination has been made that the Defendant appears to have acted within the course and scope of his employment and his actions do not appear to be willful and wanton; and,

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendant against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendant; and,

WHEREAS, in exchange for such defense, the Defendant is required to cooperate fully in the defense of this matter, including but not limited to, assisting in the discovery process, participating in mediation, facilitation, or other measures deemed appropriate by the Board of County Commissioners, and Defendant acknowledges that Adams County may settle on behalf of the Defendant any or all asserted claims, including those for personal liability and punitive damages.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Gilbert Abdulla against all asserted claims for compensatory and punitive damages

which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendant in the matter of <u>Michael King v. Gilbert Abdulla</u>, *et al.*

IT IS FURTHER RESOLVED that the Adams County Attorney is directed to enter her appearance as counsel for Defendant and to defend this matter.



DATE OF PUBLIC HEARING: February 13, 2018				
SUBJECT:	Adams County Website Redesign			
FROM:	Raymond Gonzales, County Manager			
	Alisha Reis, Deputy County Manager			
	Benjamin Dahlman, Finance Director			
	Kim Roland, Procurement and Contracts Manager			
AGENCY/DEPARTMENT: Communications and Community & Economic Development Departments				
HEARD AT STUDY SESSION ON: N/A				
AUTHORIZATION TO MOVE FORWARD: YES NO				
	NDED ACTION: That the Board of County Commissioners approves Amendment Three to twith Neon Rain Interactive, LLC for additional work on the County website redesign			

BACKGROUND:

In 2015, Adams County went through a website redesign solicitation to optimize citizen interaction, engagement, and access to online services. The Scope of Work included the creation of a County website featuring a Content Management system that would allow for management of the core site and the creation of sub-sites. A formal Request for Proposal (RFP) was posted by Purchasing in 2015, and after a thorough evaluation, Neon Rain Interactive, LLC, was deemed to provide the best value for the County. Neon Rain Interactive, LLC was awarded an agreement for an initial amount of \$79,327.00.

The Community & Economic Development Department (CED) has a need to create an E-Permit sub-site. This new sub-site will contain all information for all permits obtained through every division within CED. This includes how-to guides and tip sheets, checklists, timelines and processes, inspections; as well as example diagrams and site plans. Applicants will be able to go to this one website for all of the information they need, then click on the E-Permit Center logo to apply for their permit.

In December of 2017, Neon Rain was approved as a sole source vendor to keep uniformity of the County website and sub-sites. Staff has been satisfied with the work provided and is recommending extending the agreement with Neon Rain and adding an additional sub-site for the Community & Economic Development Department.

Staff is recommending the approval of Amendment Three extending the agreement with Neon Rain for an additional year and adding the E-Permit sub-site in an amount of \$8,600.00 for a total agreement cost of \$191,828.34.

The agreement breaks down as follows:

Original Agreement	County Website Redesign	\$79,327.00
Amendment One	Additional Sub-Sites	\$27,851.34
Amendment Two	Sheriff's Office Website	\$76,050.00
Amendment Three	E-Permit Sub-Site	\$ 8,600.00

Total Contract Price: \$191,828.34 AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED: Communications Department Community & Economic Development Department **ATTACHED DOCUMENTS:** Resolution **FISCAL IMPACT:** Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below. Fund: 00001 Cost Center: 9252 **Object** Subledger **Amount** Account Current Budgeted Revenue: Additional Revenue not included in Current Budget: **Total Revenues: Object** Subledger Amount Account Current Budgeted Operating Expenditure: 7685 \$725,000 Add'l Operating Expenditure not included in Current Budget: 7685 8,600 Current Budgeted Capital Expenditure: Add'l Capital Expenditure not included in Current Budget: **Total Expenditures:** \$733,600 **New FTEs requested:** YES \boxtimes NO \boxtimes YES **Future Amendment Needed:** □ NO

Additional Note:

This will be submitted and included on the 2018 First Amendment.

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT THREE TO THE AGREEMENT BETWEEN ADAMS COUNTY AND NEON RAIN INTERACTIVE, LLC FOR AN E-PERMIT SUB-SITE

WHEREAS, the County entered into a sole source agreement for website redesign with Neon Rain Interactive, LLC in 2017; and,

WHEREAS, Neon Rain Interactive, LLC agrees to provide a Community & Economic Development Department sub-site for electronic permits in the not to exceed amount of \$8,600.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Three to the Agreement between Adams County and Neon Rain Interactive, LLC for the E-Permit sub-site be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign said Amendment Three after negotiation and approval as to form is completed by the County Attorney's Office.



DATE OF	DATE OF PUBLIC HEARING: February 13, 2018						
SUBJECT	: Substance Abuse Monitoring						
FROM:	Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager						
AGENCY	/DEPARTMENT: Human Services Department, Children and Family Services Division						
HEARD AT STUDY SESSION ON: N/A							
AUTHORIZATION TO MOVE FORWARD: YES NO							
	IENDED ACTION: That the Board of County Commissioners approves Amendment One to ent with Geo Reentry Services and Intervention Inc., for Substance Abuse Monitoring Services.						

BACKGROUND:

On July 11, 2017 the Board of County Commissioners approved agreements awarded to Intervention Inc., and Geo Reentry Services to provide Substance Abuse Monitoring Services for the Adams County Human Services Department. Substance abuse monitoring services are intended to monitor a client's sobriety as well as factor in decision making analysis regarding whether or not substance abuse treatment is needed and whether to open, close, or continue cases. Services include but are not limited to: lab based urine drug screening, instant urine drug screening, breathalyzers and hair strand tests.

The Human Services Department is requesting an increase to the following current agreements:

Provider	Current Contract Amount	Increase Request	Total Agreement Amount
Geo Reentry Services	\$130,000.00	\$150,000.00	\$280,000.00
Intervention Inc.	\$20,000.00	\$55,000.00	\$75,000.00

This agreement will be funded 80% through the Child Welfare Block Grant, with a 20% Adams County match.

The request for additional funds is due to an increased need for substance abuse monitoring services. In 2016, 1,235 children were served by the Children and Family Services Department, which almost doubled to 2,173 children in 2017.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Human Services Department, Children and Family Services Division

ATTACHED DOCUMENTS:					
Resolution					
FISCAL IMPACT:					
Please check if there is no fiscal im below.	pact . If there	e is fiscal im	pact, please fu	ally complete the	e section
Fund: 15					
Cost Center: 201032001210					
		Г	011 4		
			Object Account	Subledger	Amount
Current Budgeted Revenue:			5755		\$284,000
Additional Revenue not included in	Current Budge	t:			
Total Revenues:					\$284,000
				·	
		г			
			Object	Subledger	Amount
Current Budgeted Operating Expen	diture:		Account 7645		\$355,000
Add'l Operating Expenditure not in		nt Budget:	7012		Ψ222,000
Current Budgeted Capital Expendit					
Add'l Capital Expenditure not inclu		Budget:			
Total Expenditures:		J			\$355,000
_				•	<u> </u>
New FTEs requested:	☐ YES	\boxtimes NO			
	□ v vrc				
Future Amendment Needed:	☐ YES	□ NO			
Additional Note:					

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN ADAMS COUNTY AND INTERVENTION INC., TO PROVIDE SUBSTANCE ABUSE MONITORING SERVICES

WHEREAS, Intervention Inc., was awarded an agreement to provide substance abuse monitoring services for the Adams County Human Services Department, Children and Family Services Division; and,

WHEREAS, due to the increased need for substance abuse monitoring services the Human Services Department would like to add an additional \$55,000.00 to the existing agreement for a total agreement price of \$75,000.00; and,

WHEREAS, Intervention Inc., is funded 80/20 under the Block Grant Programs, 80% is paid by the State of Colorado with a 20% County match required.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement with Intervention Inc., for substance abuse monitoring services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the agreement with Intervention Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



DATE OF	DATE OF PUBLIC HEARING: February 13, 2018						
SUBJECT	: Substance Abuse Monitoring						
FROM:	Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager						
AGENCY	/DEPARTMENT: Human Services Department, Children and Family Services Division						
HEARD AT STUDY SESSION ON: N/A							
AUTHORIZATION TO MOVE FORWARD: YES NO							
	IENDED ACTION: That the Board of County Commissioners approves Amendment One to ent with Geo Reentry Services and Intervention Inc., for Substance Abuse Monitoring Services.						

BACKGROUND:

On July 11, 2017 the Board of County Commissioners approved agreements awarded to Intervention Inc., and Geo Reentry Services to provide Substance Abuse Monitoring Services for the Adams County Human Services Department. Substance abuse monitoring services are intended to monitor a client's sobriety as well as factor in decision making analysis regarding whether or not substance abuse treatment is needed and whether to open, close, or continue cases. Services include but are not limited to: lab based urine drug screening, instant urine drug screening, breathalyzers and hair strand tests.

The Human Services Department is requesting an increase to the following current agreements:

Provider	Current Contract Amount	Increase Request	Total Agreement Amount
Geo Reentry Services	\$130,000.00	\$150,000.00	\$280,000.00
Intervention Inc.	\$20,000.00	\$55,000.00	\$75,000.00

This agreement will be funded 80% through the Child Welfare Block Grant with a 20% Adams County match.

The request for additional funds is due to an increased need for substance abuse monitoring services. In 2016, 1,235 children were served by the Children and Family Services Department, which almost doubled to 2,173 children in 2017.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams	County	Human	Services	Department	Children and	Family	Services	Division
Adams	County	Human	DCI VICCS	Department,	, Cilliaich and	1 ammy	DCI VICCS	DIVISION

ATTACHED DOCUMENTS:					
Resolution					
FISCAL IMPACT:					
Please check if there is no fiscal imbelow.	pact . If there	e is fiscal im	pact, please fu	ally complete the	e section
Fund: 15					
Cost Center: 201032001210					
		Г			
			Object Account	Subledger	Amount
Current Budgeted Revenue:			5755		\$284,000
Additional Revenue not included in	Current Budge	t:			
Total Revenues:					\$284,000
				·	
			Object Account	Subledger	Amount
Current Budgeted Operating Expen			7645		\$355,000
Add'l Operating Expenditure not in		nt Budget:			
Current Budgeted Capital Expendit					
Add'l Capital Expenditure not inclu	ided in Current I	Budget:			
Total Expenditures:					\$355,000
New FTEs requested:	☐ YES	⊠ NO			
Future Amendment Needed:	☐ YES	□ NO			
Additional Note:					

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN ADAMS COUNTY AND GEO REENTRY SERVICES TO PROVIDE SUBSTANCE ABUSE MONITORING

WHEREAS, Geo Reentry Services was awarded an agreement to provide substance abuse monitoring services for the Adams County Human Services Department, Children and Family Services Division; and,

WHEREAS, due to the increased need for substance abuse monitoring services the Human Services Department would like to add an additional \$150,000.00 to the existing agreement for a total agreement price of \$280,000.00; and,

WHEREAS, Geo Reentry Services is funded 80/20 under the Block Grant Programs, 80% is paid by the State of Colorado with a 20% County match required.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement with Geo Reentry Services for substance abuse monitoring services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the agreement with Geo Reentry Services after negotiation and approval as to form is completed by the County Attorney's Office.



DATE OF	DATE OF PUBLIC HEARING: February 13, 2018					
SUBJECT	: Life Skills Services					
FROM:	Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager					
AGENCY	AGENCY/DEPARTMENT: Human Services Department, Children and Family Services Division					
HEARD A	HEARD AT STUDY SESSION ON: N/A					
AUTHORIZATION TO MOVE FORWARD: YES NO						
	IENDED ACTION: That the Board of County Commissioners approves Amendment Two to ents with Lifelong Inc., and The Hope Initiative for Life Skills Services.					

BACKGROUND:

On April 25, 2017, the Board of County Commissioners approved renewal agreements for Lifelong Inc., and The Hope Initiative to provide Life Skills Services for the Adams County Human Services Department. Life skills services are designed to prevent out of home placement, stabilize placement, and reunify children with their families. There has been an increase in referrals to the Life Skills Program due to an increase in children being served. From January 1, 2017, through December 31, 2017, the Children and Family Services Division served 2,173 children compared to 1,235 in 2016.

The Human Services Department is requesting an increase to the following current agreements:

Provider	Current Contract Amount	Increase Request	Total Agreement Amount
Lifelong, Inc.	\$80,000.00	\$80,000.00	\$160,000.00
The Hope Initiative	\$80,000.00	\$95,000.00	\$175,000.00

The agreement will be funded under the Core Grant Program; 80% through the State of Colorado, with a 20% Adams County match.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Human Services Department, Children and Family Services Division

ATTACHED DOCUMENTS:

Resolution					
FISCAL IMPACT:					
Please check if there is no fiscal imbelow.	pact □. If there	e is fiscal im	pact, please fu	ally complete th	e section
Fund: 15					
Cost Center: 2020X2401800 and 2	2020X2401794				
			Object Account	Subledger	Amount
Current Budgeted Revenue:			5755		\$268,000.00
Additional Revenue not included in	Current Budget	:			
Total Revenues:					\$268,000.00
		Γ	Obj4		
			Object Account	Subledger	Amount
Current Budgeted Operating Expen	diture:		8310		\$335,000.00
Add'l Operating Expenditure not in	cluded in Curren	t Budget:			
Current Budgeted Capital Expendit	ure:				
Add'l Capital Expenditure not inclu	ided in Current B	Budget:			
Total Expenditures:					\$335,000.00
	_				
New FTEs requested:	☐ YES	\boxtimes NO			
Future Amendment Needed:	□ YES	□NO			

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN ADAMS COUNTY AND THE HOPE INITIATIVE TO PROVIDE LIFE SKILLS SERVICES

WHEREAS, The Hope Initiative was awarded an agreement to provide Life Skills Services for the Adams County Human Services Department, Children and Family Services Division; and,

WHEREAS, due to the increased number of referrals, the Human Services Department would like to add an additional \$95,000.00 to the existing agreement for a total agreement price of \$175,000.00; and,

WHEREAS, The Hope Initiative is funded 80/20 under the Core Grant Program, 80% is paid by the State of Colorado with a 20% County match required.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement with The Hope Initiative for life skills services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment Two to the agreement with The Hope Initiative after negotiation and approval as to form is completed by the County Attorney's Office.



DATE OF	DATE OF PUBLIC HEARING: February 13, 2018					
SUBJECT	: Life Skills Services					
FROM:	Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager					
AGENCY	AGENCY/DEPARTMENT: Human Services Department, Children and Family Services Division					
HEARD A	HEARD AT STUDY SESSION ON: N/A					
AUTHORIZATION TO MOVE FORWARD: YES NO						
	IENDED ACTION: That the Board of County Commissioners approves Amendment Two to ents with Lifelong Inc., and The Hope Initiative for Life Skills Services.					

BACKGROUND:

On April 25, 2017, the Board of County Commissioners approved renewal agreements for Lifelong Inc., and The Hope Initiative to provide Life Skills Services for the Adams County Human Services Department. Life skills services are designed to prevent out of home placement, stabilize placement, and reunify children with their families. There has been an increase in referrals to the Life Skills Program due to an increase in children being served. From January 1, 2017, through December 31, 2017, the Children and Family Services Division served 2,173 children compared to 1,235 in 2016.

The Human Services Department is requesting an increase to the following current agreements:

Provider	Current Contract Amount	Increase Request	Total Agreement Amount
Lifelong, Inc.	\$80,000.00	\$80,000.00	\$160,000.00
The Hope Initiative	\$80,000.00	\$95,000.00	\$175,000.00

The agreement will be funded under the Core Grant Program; 80% through the State of Colorado, with a 20% Adams County match.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Human Services Department, Children and Family Services Division

ATTACHED DOCUMENTS:			
Resolution			
FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fiscal imbelow.	npact, please fu	ally complete th	e section
Fund: 15			
Cost Center: 2020X2401800 and 2020X2401794			
	Object Account	Subledger	Amount
Current Budgeted Revenue:	5755		\$268,000.00
Additional Revenue not included in Current Budget:			
Total Revenues:			\$268,000.00
	Object	Subledger	Amount
	Account	Subleager	#227 000 00
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	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8310		\$335,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$335,000.00

New FTEs requested:	☐ YES	⊠ NO
Future Amendment Needed:	☐ YES	□NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN ADAMS COUNTY AND LIFELONG INC., TO PROVIDE LIFE SKILLS SERVICES

WHEREAS, Lifelong Inc., was awarded an agreement to provide Life Skills Services for the Adams County Human Services Department, Children and Family Services Division; and,

WHEREAS, due to the increased number of referrals the Human Services Department would like to add an additional \$80,000.00 to the existing agreement for a total agreement price of \$160,000.00; and,

WHEREAS, Lifelong Inc., is funded 80/20 under the Core Grant Program, 80% is paid by the State of Colorado, with a 20% County match required.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement with Lifelong Inc., for life skills services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment Two to the agreement with Lifelong Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



DATE OF PUBLIC HEARING: February 13, 2018				
SUBJECT: Visitation Services				
FROM:	Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager			
AGENCY/DEPARTMENT: Human Services Department, Children and Family Services Division				
HEARD AT STUDY SESSION ON: N/A				
AUTHORIZATION TO MOVE FORWARD: YES NO				
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to the agreement with The Griffith Center for Visitation Services.				

BACKGROUND:

On April 25, 2017, the Board of County Commissioners approved a renewal agreement for The Griffith Center to provide Visitation Services for the Adams County Human Services Department. The Griffith Center provides community supervised visitation and therapeutic visitation to children and families who are involved with the Children and Family Services Division. There has been a significant increase in the need for community visitation. The visits between children and their families have transitioned from being supervised at the Adams County Human Services Center to being supervised within the community.

The Human Services Department is requesting an increase to the following agreement:

Provider	Current Contract Amount	Increase Request	Total Agreement Amount
The Griffith Center	\$138,000.00	\$77,000.00	\$215,000.00

This agreement will be funded under the Core Grant Program; 80% through the State of Colorado, with a 20% Adams County match.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Human Services Department, Children and Family Services Division

ATTACHED DOCUMENTS:

Resolution					
FISCAL IMPACT:					
Please check if there is no fiscal in below.	npact . If there	e is fiscal im	pact, please fu	ally complete th	e section
Fund: 15					
Cost Center: 2020I5101700 and 2	2020I5101705				
			Object Account	Subledger	Amount
Current Budgeted Revenue:			5755		\$172,000.00
Additional Revenue not included i	n Current Budget	t:			
Total Revenues:					\$172,000.00
			Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			8310		\$215,000.00
Add'l Operating Expenditure not included in Current Budget:					
Current Budgeted Capital Expenditure:					
Add'l Capital Expenditure not incl	uded in Current E	Budget:			
Total Expenditures:					\$215,000.00
New FTEs requested:	☐ YES	⊠ NO			
Future Amendment Needed:	☐ YES	□NO			

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN ADAMS COUNTY AND THE GRIFFITH CENTER TO PROVIDE VISITATION SERVICES

WHEREAS, The Griffith center was awarded an agreement to provide Visitation Services for the Adams County Human Services Department, Children and Family Services Division; and,

WHEREAS, due to the increased number of referrals, the Human Services Department would like to add an additional \$77,000.00 to the existing agreement for a total agreement price of \$215,000.00; and,

WHEREAS, The Griffith Center is funded 80/20 under the Core Grant Program, 80% is paid by the State of Colorado, with a 20% County match required.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement with the Griffith Center for visitation services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment Two to the agreement with The Griffith Center after negotiation and approval as to form is completed by the County Attorney's Office.