



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Erik Hansen - District #3
Steve O'Doriso - 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 21, 2017
9:30 AM

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOTION TO APPROVE AGENDA**
- 4. AWARDS AND PRESENTATIONS**
- 5. PUBLIC COMMENT**

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Date of February 6-10 2017
- B.** Minutes of Commissioners' Proceedings from February 14, 2017
- C.** Resolution Authorizing Casandra Bossingham, Fair & Special Events Manager Entering Into Entertainment, Food Concessions and Exhibitor/Vendor Agreements for the Purpose of Securing Entertainment, Food Vending, Exhibitors/Vendors for the 2017 Adams County Fair and 4th of July Celebration

- D. Resolution Approving a Property Lease between Adams County and Ernest Diaz d/b/a Brighton Landscaping for Outdoor Storage on the Van Scoyk Open Space
- E. Resolution Proclaiming February 23, 2017 as Adams County Employee Recognition Day
- F. Resolution Regarding Defense and Indemnification of Michael McIntosh as Defendant Pursuant to C.R.S. § 24-10-101, Et Seq.
- G. Resolution Changing Signature Authority and Certification of Compliance for Civil Rights Reporting for the 17th Judicial District Attorney’s Office Diversion Program Federal Justice Assistance Grant and State Diversion Grant
- H. Resolution Approving an Agreement Among the City of Northglenn, Ralston House, the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams Regarding Construction and Construction Management of the Northglenn Ralston House

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving Amendment Two for the Additional Expenditure to Integrated Voting Solutions Inc., for Ballot, Envelope and Secrecy Sleeve Printing and Mailing Services for the Elections Department of the Clerk and Recorder's Office
- 2. Resolution Awarding an Agreement to Advanced Network Management to Provide a Network and Phone Upgrade for the District Attorney and Justice Center Buildings
- 3. Resolution Accepting a Proposal and Awarding an Agreement to TischlerBise for Change Recommendations regarding the Adams County Development Standards and Regulations
- 4. Resolution Approving the Renewal of the Contract with H2 Enterprises LLC for Truck Hauling Services for the Transportation Department
- 5. Resolution Approving the Renewal of the Contract with, JK Transport, Inc., for Truck Hauling Services for the Transportation Department

B. COUNTY ATTORNEY

8. 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 Forbes Case

9. LAND USE HEARINGS

A. Cases to be Heard

- 1. PLT2016-00029 Sable Farmland Subdivision Exemption

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	766,658.90
6	Equipment Service Fund	253,584.55
7	Stormwater Utility Fund	3,700.00
13	Road & Bridge Fund	487,983.15
19	Insurance Fund	24,525.68
24	Conservation Trust Fund	858.50
27	Open Space Projects Fund	15,782.62
28	Open Space Sales Tax Fund	275,541.80
30	Community Dev Block Grant Fund	1,465.00
31	Head Start Fund	11,710.28
34	Comm Services Blk Grant Fund	3,383.79
35	Workforce & Business Center	2,011.13
43	Front Range Airport	8,262.92
44	Water and Wastewater Fund	4,292.38
		<u>1,859,760.70</u>

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705037	422130	ABL MANAGEMENT INC	02/03/17	211.36
00705038	32293	ACAN	02/03/17	35.00
00705039	433987	ADCO DISTRICT ATTORNEY'S OFFIC	02/03/17	458.21
00705041	12012	ALSCO AMERICAN INDUSTRIAL	02/03/17	90.60
00705044	56250	CCR EVENT GROUP	02/03/17	1,984.00
00705045	37266	CENTURY LINK	02/03/17	205.39
00705051	2157	COLO OCCUPATIONAL MEDICINE PHY	02/03/17	100.00
00705052	255001	COPYCO QUALITY PRINTING INC	02/03/17	23.00
00705053	255001	COPYCO QUALITY PRINTING INC	02/03/17	55.00
00705057	248103	DS WATERS OF AMERICA INC	02/03/17	94.98
00705058	571666	EDGE ENERGY	02/03/17	500.00
00705068	490933	KROENER AVELINA	02/03/17	23.54
00705075	13591	MWI VETERINARY SUPPLY CO	02/03/17	2,099.89
00705076	572043	NOBLE PRODUCTIONS INC	02/03/17	1,400.00
00705083	38079	PASQUALI AIDA E	02/03/17	33.17
00705086	192059	POINT SPORTS/ERGOMED	02/03/17	180.00
00705088	509284	RADIO ACCOUNTING SERVICE	02/03/17	389.00
00705090	308437	RANDSTAD US LP	02/03/17	1,498.58
00705091	8866	RED ROCKS COMMUNITY COLLEGE	02/03/17	192,675.60
00705092	5637	ROCKY MTN MICROFILM & IMAGING	02/03/17	150.00
00705093	516993	RODRIGUEZ JODY	02/03/17	36.38
00705096	571665	SCHULTZ GARY	02/03/17	9.00
00705097	13538	SHRED IT USA LLC	02/03/17	138.75
00705098	571680	SUTHERLAND JASON	02/03/17	102.00
00705105	50320	BROOMFIELD POLICE DEPARTMENT	02/03/17	39.00
00705110	422130	ABL MANAGEMENT INC	02/07/17	32,791.36
00705111	13028	ADAMS COUNTY ASSESSOR	02/07/17	95.42
00705112	14104	ALL PRO FORMS INC	02/07/17	5,705.00
00705113	383698	ALLIED BARTON SECURITY SERVICE	02/07/17	5,368.70
00705114	219183	BALL FRANK J	02/07/17	19.00
00705115	572214	BARRIOS DANIEL MADERA	02/07/17	19.00
00705116	572140	BERG WARREN	02/07/17	122.50
00705117	13160	BRIGHTON CITY OF (WATER)	02/07/17	82.32
00705118	323525	BRIGHTON STANDARD BLADE	02/07/17	37.95
00705119	8973	C & R ELECTRICAL CONTRACTORS I	02/07/17	605.00
00705120	2509	CCI	02/07/17	475.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705121	255194	CHAMBERS HOLDINGS LLC	02/07/17	14,301.93
00705122	571624	CHAVEZ EVA JEAN	02/07/17	200.00
00705123	2774	COLO ASSN OF TAX APPRAISERS	02/07/17	550.00
00705124	5050	COLO DIST ATTORNEY COUNCIL	02/07/17	59,515.18
00705125	5050	COLO DIST ATTORNEY COUNCIL	02/07/17	22,064.02
00705126	203990	COLORADO STATE UNIVERSITY	02/07/17	15.00
00705127	255001	COPYCO QUALITY PRINTING INC	02/07/17	398.00
00705128	248103	DS WATERS OF AMERICA INC	02/07/17	559.47
00705129	13409	EASTERN DISPOSE ALL	02/07/17	212.50
00705130	572215	EL MESSENGER	02/07/17	38.00
00705131	49787	FINNEY COUNTY SHERIFF	02/07/17	19.00
00705132	57888	FRANCY LAW FIRM, PLLC	02/07/17	19.00
00705133	572216	FRANK DAVID ALAN	02/07/17	19.00
00705134	572624	GENERAL PROPERTY MANAGEMENT	02/07/17	66.00
00705135	87117	GRANICUS INC	02/07/17	300.00
00705136	572217	GRAY CHRISTOPHER A	02/07/17	66.00
00705137	572625	GROVES DOUGLAS EARL	02/07/17	19.00
00705139	572218	HERNANDEZ SILVIA J	02/07/17	19.00
00705140	358482	HOLST AND BOETTCHER	02/07/17	19.00
00705141	572219	HOOVER LAW FIRM	02/07/17	19.00
00705142	262570	JTA4 REAL PROPERTIES	02/07/17	60.00
00705143	33110	JUSTICE BENEFITS INC	02/07/17	27,175.06
00705144	42207	KIMBERLY HILLS MHC LLC	02/07/17	66.00
00705145	536256	KRINKEE KENZIE	02/07/17	228.35
00705146	426168	LAW OFFICE OF PARIS LUMB LLC	02/07/17	487.50
00705147	166679	LEACHMAN, MARK A	02/07/17	19.00
00705148	166679	LEACHMAN, MARK A	02/07/17	19.00
00705149	166679	LEACHMAN, MARK A	02/07/17	19.00
00705150	166679	LEACHMAN, MARK A	02/07/17	19.00
00705151	166679	LEACHMAN, MARK A	02/07/17	19.00
00705152	36861	LEXIS NEXIS MATTHEW BENDER	02/07/17	539.61
00705153	547834	LOPEZ MARCUS	02/07/17	312.00
00705154	381372	MACHOL & JOHANNES, LLC	02/07/17	19.00
00705155	572220	MERRITT JAMES	02/07/17	19.00
00705156	42431	MOUNTAIN STATES IMAGING LLC	02/07/17	1,093.85
00705157	570347	NELSON AND KENNARD	02/07/17	66.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705158	16428	NICOLETTI-FLATER ASSOCIATES	02/07/17	3,730.00
00705159	323031	PATTON AND DAVISON	02/07/17	75.00
00705160	234066	PERDUE BRANDON FIELDER COLLINS	02/07/17	19.00
00705161	42215	PROGRESSIVE 15	02/07/17	2,000.00
00705162	366235	ROCKY MTN SEWER-JET INC	02/07/17	1,180.00
00705163	26297	SENIORS RESOURCE CENTER INC	02/07/17	7,398.00
00705164	433983	SHEETZ ROBERT J	02/07/17	268.00
00705165	13538	SHRED IT USA LLC	02/07/17	292.52
00705166	237312	SOUTH ADAMS COUNTY FIRE DEPT	02/07/17	951.00
00705167	281167	SPECTRA CONTRACT FLOORING SERV	02/07/17	250.00
00705168	71946	SPRINGMAN, BRADEN, WILSON & PO	02/07/17	264.00
00705169	414086	SQUEEGEE SQUAD	02/07/17	315.00
00705170	331146	STOLLARD LEE	02/07/17	66.00
00705171	293662	SUMMIT LABORATORIES INC	02/07/17	890.00
00705172	66264	SYSTEMS GROUP	02/07/17	500.00
00705173	218715	TSCHETTER HAMRICK SULZER	02/07/17	5.00
00705174	1007	UNITED POWER (UNION REA)	02/07/17	1,176.08
00705175	1007	UNITED POWER (UNION REA)	02/07/17	100.77
00705176	1007	UNITED POWER (UNION REA)	02/07/17	30.00
00705177	1007	UNITED POWER (UNION REA)	02/07/17	185.68
00705178	1007	UNITED POWER (UNION REA)	02/07/17	43.11
00705179	1007	UNITED POWER (UNION REA)	02/07/17	270.70
00705180	1007	UNITED POWER (UNION REA)	02/07/17	167.15
00705181	1007	UNITED POWER (UNION REA)	02/07/17	38.09
00705182	1007	UNITED POWER (UNION REA)	02/07/17	1,402.12
00705183	1007	UNITED POWER (UNION REA)	02/07/17	18,971.24
00705184	1007	UNITED POWER (UNION REA)	02/07/17	68.88
00705185	1007	UNITED POWER (UNION REA)	02/07/17	2,984.00
00705186	1007	UNITED POWER (UNION REA)	02/07/17	21,403.00
00705187	1007	UNITED POWER (UNION REA)	02/07/17	111.78
00705188	1007	UNITED POWER (UNION REA)	02/07/17	1,741.27
00705189	1007	UNITED POWER (UNION REA)	02/07/17	1,375.96
00705190	1007	UNITED POWER (UNION REA)	02/07/17	28.72
00705191	1007	UNITED POWER (UNION REA)	02/07/17	205.74
00705192	1007	UNITED POWER (UNION REA)	02/07/17	7,531.90
00705193	1007	UNITED POWER (UNION REA)	02/07/17	5,171.01

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705194	1007	UNITED POWER (UNION REA)	02/07/17	7,641.08
00705195	1007	UNITED POWER (UNION REA)	02/07/17	76.85
00705196	1007	UNITED POWER (UNION REA)	02/07/17	17,801.51
00705197	1007	UNITED POWER (UNION REA)	02/07/17	676.26
00705198	28574	VERIZON WIRELESS	02/07/17	301.56
00705199	27815	WAKEFIELD & ASSOCIATES INC	02/07/17	19.00
00705200	3550	WESTERN PAPER DISTRIBUTORS	02/07/17	10,170.00
00705201	46796	WESTMINSTER CITY OF	02/07/17	674.56
00705202	46796	WESTMINSTER CITY OF	02/07/17	33.97
00705203	24560	WIRELESS ADVANCED COMMUNICATIO	02/07/17	1,630.00
00705204	13822	XCEL ENERGY	02/07/17	492.58
00705205	13822	XCEL ENERGY	02/07/17	12,287.89
00705206	13822	XCEL ENERGY	02/07/17	605.60
00705207	13822	XCEL ENERGY	02/07/17	2,857.09
00705208	13822	XCEL ENERGY	02/07/17	3,714.49
00705209	13822	XCEL ENERGY	02/07/17	9,654.70
00705210	13822	XCEL ENERGY	02/07/17	6,802.10
00705211	13822	XCEL ENERGY	02/07/17	427.97
00705212	13822	XCEL ENERGY	02/07/17	2,079.43
00705213	13822	XCEL ENERGY	02/07/17	1,622.27
00705214	13822	XCEL ENERGY	02/07/17	1,237.76
00705215	13822	XCEL ENERGY	02/07/17	149.38
00705216	13822	XCEL ENERGY	02/07/17	1,070.87
00705217	13822	XCEL ENERGY	02/07/17	1,149.83
00705218	13822	XCEL ENERGY	02/07/17	38.66
00705219	13822	XCEL ENERGY	02/07/17	641.37
00705220	13040	ADCO DISTRICT ATTORNEY	02/07/17	656.28
00705221	433987	ADCO DISTRICT ATTORNEY'S OFFIC	02/07/17	604.95
00705222	8801601	ALAMOSA COUNTY SHERIFF	02/07/17	7.50
00705223	573121	DAVIS ANNETTE	02/07/17	493.52
00705224	308324	DELGADO NICOLE	02/07/17	67.41
00705225	9356	HOFFSCHILDT TAMARA	02/07/17	186.75
00705226	282273	NATL DISTRICT ATTORNEY ASSN	02/07/17	8,625.00
00705227	2284	SENIOR HUB THE	02/07/17	120.00
00705228	7162	WAGNER GEORGIA C	02/07/17	71.25
00705229	13922	WELD COUNTY SHERIFF	02/07/17	7.50

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705233	30309	COLO DEPT OF AGRICULTURE/ICS	02/09/17	275.00
00705234	516996	EZ PAWN 40114	02/09/17	2,874.00
00705235	573387	FEATHERMAN DONNIE JR	02/09/17	100.00
00705236	565926	FLATIRONS COACHING SOLUTIONS	02/09/17	400.00
00705237	28726	G & K SERVICES	02/09/17	181.30
00705238	34197	GOURD THADDEUS	02/09/17	255.20
00705240	432803	INTERNATIONAL HISPANIC NETWORK	02/09/17	1,500.00
00705241	41211	PADGETT KEITH L	02/09/17	2,160.00
00705243	433983	SHEETZ ROBERT J	02/09/17	107.00
00705244	38961	SHREVE JEANNE	02/09/17	536.79
00705247	13822	XCEL ENERGY	02/09/17	383.78
00705249	514641	ALEXANDER WEISS CONSULTING LLC	02/09/17	10,000.00
00705250	331241	ALLEN JANIE	02/09/17	600.00
00705251	207887	ALLEN JUDITH	02/09/17	600.00
00705258	463401	BUSH MELVIN E	02/09/17	65.00
00705260	188721	CARTEGRAPH SYSTEMS INC	02/09/17	78,400.00
00705261	332630	CASTLE CHRISTOPHER	02/09/17	65.00
00705267	58895	DIRSEC	02/09/17	57,103.61
00705269	289637	GENERAL NETWORKS	02/09/17	629.85
00705270	87117	GRANICUS INC	02/09/17	4,650.00
00705273	23845	KEMP & HOFFMAN	02/09/17	3,300.00
00705278	13591	MWI VETERINARY SUPPLY CO	02/09/17	1,026.20
00705280	430881	NEON RAIN INTERACTIVE LLC	02/09/17	390.00
00705285	308230	PLANET TECHNOLOGIES INC	02/09/17	3,995.00
00705287	308437	RANDSTAD US LP	02/09/17	1,135.64
00705289	26297	SENIORS RESOURCE CENTER INC	02/09/17	42,648.60
00705291	10449	SIR SPEEDY	02/09/17	60.10
00705292	315130	STANFIELD THOMSON	02/09/17	65.00
00705301	257928	WHITLOCK DBA	02/09/17	810.00
Fund Total				766,658.90

Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705230	11657	A & E TIRE INC	02/09/17	890.80
00705242	16237	SAM HILL OIL INC	02/09/17	6,741.88
00705245	444804	WAGNER EQUIPMENT COMPANY	02/09/17	37,977.00
00705246	24560	WIRELESS ADVANCED COMMUNICATIO	02/09/17	15,773.38
00705248	11657	A & E TIRE INC	02/09/17	274.00
00705272	4170	HONNEN EQUIPMENT	02/09/17	150,230.00
00705288	16237	SAM HILL OIL INC	02/09/17	13,402.49
00705290	28084	SILL TERHAR MOTORS INC	02/09/17	28,295.00
			Fund Total	253,584.55

Net Warrants by Fund Detail

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Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705256	90334	BIG DRY CREEK WATERSHED ASSN	02/09/17	3,700.00
			Fund Total	3,700.00

Net Warrants by Fund Detail

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Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705106	514940	AMERICAN WEST CONSTRUCTION	02/03/17	2,495.76
00705252	514940	AMERICAN WEST CONSTRUCTION	02/09/17	485,487.39
Fund Total				487,983.15

Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705056	44894	DRUG TESTING SERVICES INC	02/03/17	125.00
00705138	573154	HAUGEN ROBERTA	02/07/17	5,267.16
00705294	11552	VISION SERVICE PLAN-CONNECTICU	02/09/17	9,838.72
00705295	11552	VISION SERVICE PLAN-CONNECTICU	02/09/17	7,748.80
00705296	11552	VISION SERVICE PLAN-CONNECTICU	02/09/17	1,546.00
Fund Total				24,525.68

Net Warrants by Fund Detail

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Conservation Trust Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705274	40395	KUMAR & ASSOCIATES INC	02/09/17	858.50
Fund Total				858.50

County of Adams
Net Warrants by Fund Detail

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Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705299	544336	WENK ASSOCIATES INC	02/09/17	15,782.62
			Fund Total	15,782.62

Net Warrants by Fund Detail

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Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705231	3020	BENNETT TOWN OF	02/09/17	18,849.22
00705239	372951	HYLAND HILLS PARK AND RECREATI	02/09/17	256,692.58
Fund Total				275,541.80

Net Warrants by Fund Detail

30 Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705054	28575	CURSOR CONTROL	02/03/17	1,465.00
			Fund Total	1,465.00

Net Warrants by Fund Detail

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Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705253	91876	ANDERSON ISABEL	02/09/17	13.38
00705254	90536	ANDREWS PRODUCE INC	02/09/17	3,456.03
00705255	130093	ANGLO WENDY	02/09/17	16.59
00705257	45333	BRAGGS- JONES SHONDRELA	02/09/17	127.87
00705259	245316	CARNATION BUILDING SERVICES IN	02/09/17	2,141.25
00705262	37266	CENTURY LINK	02/09/17	344.56
00705263	37266	CENTURY LINK	02/09/17	135.18
00705264	237495	CHILDRENS HOSPITAL	02/09/17	3,134.03
00705265	54679	COLO DEPT OF HUMAN SERVICES	02/09/17	251.23
00705271	434213	HAGER MICHAEL	02/09/17	165.32
00705275	342449	LILLIE SHANNON	02/09/17	8.56
00705276	6192	MEADOW GOLD DAIRY	02/09/17	1,240.81
00705277	410414	MEMBRENO YAHAIRA	02/09/17	17.66
00705279	61836	NAJEE-ULLAH NAJLA	02/09/17	57.78
00705283	371505	OLIVER LESLIE	02/09/17	158.90
00705284	1463	ORKIN PEST CONTROL	02/09/17	169.87
00705293	62190	STEELMAN MARU E	02/09/17	69.55
00705297	525554	VOCK ELIZABETH CLAIRE	02/09/17	44.41
00705298	354139	WALMSLEY NATASHA	02/09/17	89.35
00705300	51121	WHISENANT ELISA A	02/09/17	67.95
Fund Total				11,710.28

Net Warrants by Fund Detail

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Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705232	573414	BOZINOVSKI SUE	02/09/17	16.59
00705286	189016	PROJECT ANGEL HEART	02/09/17	3,367.20
			Fund Total	3,383.79

Net Warrants by Fund Detail

35

Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705040	36820	AGUINIGA CAROL	02/03/17	60.99
00705042	35827	BANKS RACHEL	02/03/17	29.43
00705043	369657	BERNAL JUAN FELIPE	02/03/17	75.97
00705046	152461	CENTURYLINK	02/03/17	2.23
00705049	258669	CLARK RYNE	02/03/17	42.80
00705055	61150	DENVER PUBLIC SCHOOLS	02/03/17	75.00
00705059	38689	ELLIS CHARLES	02/03/17	138.57
00705060	369792	FLORES MICHAEL	02/03/17	60.99
00705061	843241	GLASSER NOELLE	02/03/17	25.68
00705062	138164	GONZALEZ JESSICA	02/03/17	17.66
00705063	443755	HUTCHINS ATHENAS	02/03/17	56.18
00705064	71226	JAMES TRUDY	02/03/17	62.60
00705065	96444	JARVIS GARY	02/03/17	32.10
00705066	38692	JOHNSON LORRAINE	02/03/17	20.33
00705067	281998	KAMMERZELL JODIE	02/03/17	19.80
00705070	514419	LUNA EVANGELINA S	02/03/17	31.57
00705071	553650	MARTINEZ DOMINIC A	02/03/17	69.02
00705072	62480	MARTINEZ MARTHA	02/03/17	28.89
00705073	78254	MEDINA KRISTINA	02/03/17	92.02
00705074	342309	MENDOZA MICHELLE	02/03/17	27.82
00705081	42283	OLSEN KATHRYN	02/03/17	26.75
00705082	481825	PARRA ALDO	02/03/17	170.13
00705084	514882	PEDREGON SYDNEY	02/03/17	42.80
00705085	36896	PETERSON JUDITH	02/03/17	59.92
00705087	40920	POST REBECCA	02/03/17	57.25
00705094	915166	RODRIGUEZ SONIA	02/03/17	67.41
00705095	357890	SCHAGER BRETT	02/03/17	306.56
00705104	90483	YEPEZ JAYMI	02/03/17	83.46
00705268	354196	DUKE STEPHANI	02/09/17	43.87
00705281	143339	NOBLE PHILLIPP	02/09/17	133.33
00705282	573122	OFORI SIKA	02/09/17	50.00

Fund Total**2,011.13**

Net Warrants by Fund Detail

43Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705047	80257	CENTURYLINK	02/03/17	265.96
00705069	112383	LOTTMAN OIL COMPANY	02/03/17	330.75
00705077	443757	NRG DGPV FUND 1 LLC	02/03/17	297.75
00705078	443757	NRG DGPV FUND 1 LLC	02/03/17	657.40
00705079	443757	NRG DGPV FUND 1 LLC	02/03/17	410.59
00705080	443757	NRG DGPV FUND 1 LLC	02/03/17	300.49
00705099	80267	SWIMS DISPOSAL	02/03/17	290.00
00705100	13822	XCEL ENERGY	02/03/17	38.95
00705101	13822	XCEL ENERGY	02/03/17	39.07
00705102	13822	XCEL ENERGY	02/03/17	438.19
00705103	13822	XCEL ENERGY	02/03/17	1,638.77
00705266	556579	DBT TRANSPORTATION SERVICES LL	02/09/17	3,555.00
Fund Total				8,262.92

Net Warrants by Fund Detail

44

Water and Wastewater Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705048	80257	CENTURYLINK	02/03/17	47.38
00705050	2381	COLO ANALYTICAL LABORATORY	02/03/17	70.00
00705089	87602	RAMEY ENVIRONMENTAL COMPLIANCE	02/03/17	4,175.00
Fund Total				4,292.38

County of Adams
Net Warrants by Fund Detail

Grand Total 1,859,760.70

County of Adams
Vendor Payment Report

<u>9418</u>	<u>Administrative Cost Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	PROJECT ANGEL HEART	00034	889764	270689	02/09/17	3,367.20
					Account Total	3,367.20
	Mileage Reimbursements					
	BOZINOVSKI SUE	00034	889604	270645	02/09/17	16.59
					Account Total	16.59
					Department Total	<u>3,383.79</u>

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURYLINK	00043	888942	269964	01/31/17	48.88
					Account Total	48.88
	Water/Sewer/Sanitation					
	SWIMS DISPOSAL	00043	889018	270016	02/01/17	290.00
					Account Total	290.00
					Department Total	338.88

County of Adams
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURYLINK	00043	888942	269964	01/31/17	48.96
	CENTURYLINK	00043	888942	269964	01/31/17	118.76
					Account Total	<u>167.72</u>
					Department Total	<u><u>167.72</u></u>

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Airport Freight					
	LOTTMAN OIL COMPANY	00043	888944	269964	01/31/17	3.75
					Account Total	3.75
	Oil & Lubrication					
	LOTTMAN OIL COMPANY	00043	888944	269964	01/31/17	327.00
					Account Total	327.00
	Telephone					
	CENTURYLINK	00043	888942	269964	01/31/17	49.36
					Account Total	49.36
					Department Total	<u>380.11</u>

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	NRG DGPV FUND 1 LLC	00043	888946	269964	01/31/17	297.75
	NRG DGPV FUND 1 LLC	00043	888947	269964	01/31/17	657.40
	NRG DGPV FUND 1 LLC	00043	888950	269964	01/31/17	410.59
	NRG DGPV FUND 1 LLC	00043	888952	269964	01/31/17	300.49
	XCEL ENERGY	00043	888971	269977	01/31/17	1,325.53
	XCEL ENERGY	00043	888971	269977	01/31/17	461.69-
	XCEL ENERGY	00043	888971	269977	01/31/17	824.89-
	XCEL ENERGY	00043	888972	269977	01/31/17	492.31
	XCEL ENERGY	00043	888972	269977	01/31/17	242.77-
	XCEL ENERGY	00043	888972	269977	01/31/17	210.47-
	XCEL ENERGY	00043	888973	269977	01/31/17	746.11
	XCEL ENERGY	00043	888973	269977	01/31/17	307.92-
	XCEL ENERGY	00043	888974	269977	01/31/17	658.51
	XCEL ENERGY	00043	888974	269977	01/31/17	1,219.27
	XCEL ENERGY	00043	888974	269977	01/31/17	239.01-
					Account Total	3,821.21
					Department Total	3,821.21

County of Adams
Vendor Payment Report

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	DUKE STEPHANI	00035	889495	270544	02/08/17	43.87
	KAMMERZELL JODIE	00035	889033	270059	01/31/17	19.80
					Account Total	63.67
					Department Total	63.67

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Temporary Labor					
	RANDSTAD US LP	00001	889300	270256	02/03/17	749.29
	RANDSTAD US LP	00001	889301	270256	02/03/17	749.29
	RANDSTAD US LP	00001	889717	270678	02/09/17	374.64
	RANDSTAD US LP	00001	889718	270678	02/09/17	761.00
					Account Total	<u>2,634.22</u>
					Department Total	<u><u>2,634.22</u></u>

County of Adams
Vendor Payment Report

<u>3064</u>	<u>Building Safety</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Permits					
	SCHULTZ GARY	00001	889091	270068	02/01/17	9.00
	SUTHERLAND JASON	00001	889086	270068	02/01/17	102.00
					Account Total	111.00
	Uniforms & Cleaning					
	FEATHERMAN DONNIE JR	00001	889587	270645	02/09/17	100.00
					Account Total	100.00
					Department Total	211.00

County of Adams
Vendor Payment Report

<u>3160</u>	<u>Community Corrections Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	SOUTH ADAMS COUNTY FIRE DEPT	00004	889369	270360	02/06/17	951.00
					Account Total	951.00
					Department Total	951.00

County of Adams
Vendor Payment Report

<u>1033</u>	<u>Community Transit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Community Transit Services					
	SENIORS RESOURCE CENTER INC	00001	889460	270447	02/07/17	7,398.00
	SENIORS RESOURCE CENTER INC	00001	889763	270689	02/09/17	42,648.60
					Account Total	<u>50,046.60</u>
					Department Total	<u><u>50,046.60</u></u>

County of Adams
Vendor Payment Report

<u>9251</u>	<u>Conference Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	WHITLOCK DBA	00001	889721	270678	02/09/17	<u>810.00</u>
					Account Total	<u>810.00</u>
					Department Total	<u><u>810.00</u></u>

County of Adams
Vendor Payment Report

<u>24</u>	<u>Conservation Trust Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	KUMAR & ASSOCIATES INC	00024	889732	270665	02/09/17	<u>858.50</u>
					Account Total	<u>858.50</u>
					Department Total	<u><u>858.50</u></u>

County of Adams
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	COLO ASSN OF TAX APPRAISERS	00001	889247	270188	02/02/17	550.00
					Account Total	550.00
	Operating Supplies					
	ADAMS COUNTY ASSESSOR	00001	889248	270188	02/02/17	5.97
					Account Total	5.97
	Special Events					
	ADAMS COUNTY ASSESSOR	00001	889248	270188	02/02/17	68.45
					Account Total	68.45
	Travel & Transportation					
	ADAMS COUNTY ASSESSOR	00001	889248	270188	02/02/17	21.00
					Account Total	21.00
					Department Total	645.42

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	LAW OFFICE OF PARIS LUMB LLC	00001	889347	270285	12/31/16	487.50
					Account Total	487.50
	Other Professional Serv					
	BROOMFIELD POLICE DEPARTMENT	00001	889339	270277	02/03/17	39.00
					Account Total	39.00
					Department Total	<u>526.50</u>

County of Adams
Vendor Payment Report

<u>1012</u>	<u>County Manager</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	INTERNATIONAL HISPANIC NETWORK	00001	889608	270645	02/09/17	1,500.00
					Account Total	1,500.00
	Mileage Reimbursements					
	SHREVE JEANNE	00001	889607	270645	02/09/17	157.29
					Account Total	157.29
	Travel & Transportation					
	SHREVE JEANNE	00001	889606	270645	02/09/17	379.50
					Account Total	379.50
					Department Total	<u>2,036.79</u>

County of Adams
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	ALL PRO FORMS INC	00001	889344	270284	02/03/17	5,705.00
					Account Total	5,705.00
	Subscrip/Publications					
	BRIGHTON STANDARD BLADE	00001	889343	270284	02/03/17	37.95
					Account Total	37.95
					Department Total	5,742.95

County of Adams
Vendor Payment Report

<u>1019</u>	<u>Customer Experience Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	SIR SPEEDY	00001	889720	270678	02/09/17	<u>60.10</u>
					Account Total	<u>60.10</u>
					Department Total	<u><u>60.10</u></u>

County of Adams
Vendor Payment Report

<u>941016</u>	<u>CDBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Software and Licensing					
	CURSOR CONTROL	00030	889137	270093	02/01/17	<u>1,465.00</u>
					Account Total	<u>1,465.00</u>
					Department Total	<u><u>1,465.00</u></u>

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	CCR EVENT GROUP	00001	889169	270146	02/02/17	1,984.00
					Account Total	1,984.00
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	889172	270146	02/02/17	55.00
					Account Total	55.00
					Department Total	2,039.00

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	KROENER AVELINA	00001	889161	270143	02/02/17	23.54
	PASQUALI AIDA E	00001	889162	270143	02/02/17	33.17
	RODRIGUEZ JODY	00001	889163	270143	02/02/17	36.38
					Account Total	93.09
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	889164	270146	02/02/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	889165	270146	02/02/17	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	889166	270146	02/02/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	889167	270146	02/02/17	18.41
					Account Total	90.60
					Department Total	183.69

County of Adams
Vendor Payment Report

<u>1021</u>	<u>CLK Recording</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	889170	270146	02/02/17	<u>23.00</u>
					Account Total	<u>23.00</u>
					Department Total	<u><u>23.00</u></u>

County of Adams
Vendor Payment Report

<u>936316</u>	<u>CPP SD50</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	CHILDRENS HOSPITAL	00031	889465	270460	02/07/17	<u>3,134.03</u>
					Account Total	<u>3,134.03</u>
					Department Total	<u><u>3,134.03</u></u>

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	HOFFSCHILD TAMARA	00001	889489	270484	02/07/17	186.75
	WAGNER GEORGIA C	00001	889491	270484	02/07/17	71.25
					Account Total	258.00
	Education & Training					
	ADCO DISTRICT ATTORNEY	00001	889485	270484	02/07/17	25.00
					Account Total	25.00
	Membership Dues					
	NATL DISTRICT ATTORNEY ASSN	00001	889490	270484	02/07/17	8,625.00
					Account Total	8,625.00
	Mileage Reimbursements					
	DELGADO NICOLE	00001	889488	270484	02/07/17	67.41
					Account Total	67.41
	Operating Supplies					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889484	270484	02/07/17	21.68
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889484	270484	02/07/17	13.00
					Account Total	34.68
	Other Professional Serv					
	ALAMOSA COUNTY SHERIFF	00001	889486	270484	02/07/17	7.50
	DAVIS ANNETTE	00001	889487	270484	02/07/17	493.52
	SENIOR HUB THE	00001	889483	270484	02/07/17	120.00
	WELD COUNTY SHERIFF	00001	889492	270484	02/07/17	7.50
					Account Total	628.52
	Witness Fees					
	ADCO DISTRICT ATTORNEY	00001	889485	270484	02/07/17	40.00
	ADCO DISTRICT ATTORNEY	00001	889485	270484	02/07/17	240.00
	ADCO DISTRICT ATTORNEY	00001	889485	270484	02/07/17	223.60
	ADCO DISTRICT ATTORNEY	00001	889485	270484	02/07/17	127.68
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	888982	269999	01/31/17	61.25
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	888982	269999	01/31/17	33.60
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	888982	269999	01/31/17	363.36
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889482	270484	02/07/17	103.19
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889482	270484	02/07/17	56.35
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889482	270484	02/07/17	207.94

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889482	270484	02/07/17	145.34
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889482	270484	02/07/17	108.19
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889482	270484	02/07/17	12.18
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889482	270484	02/07/17	13.34-
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889482	270484	02/07/17	23.81-
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889482	270484	02/07/17	25.77-
					Account Total	<u>1,659.76</u>
					Department Total	<u><u>11,298.37</u></u>

County of Adams
Vendor Payment Report

<u>99500</u>	<u>Employment First</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	FLORES MICHAEL	00035	889026	270059	01/31/17	60.99
	LUNA EVANGELINA S	00035	889044	270059	01/31/17	31.57
	MARTINEZ DOMINIC A	00035	889041	270059	01/31/17	69.02
	MEDINA KRISTINA	00035	889043	270059	01/31/17	92.02
	PEDREGON SYDNEY	00035	889048	270059	01/31/17	42.80
	YEPEZ JAYMI	00035	889053	270059	01/31/17	83.46
					Account Total	379.86
					Department Total	379.86

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	889609	270659	02/09/17	890.80
	A & E TIRE INC	00006	889750	270665	02/09/17	274.00
	HONNEN EQUIPMENT	00006	889762	270688	02/09/17	150,230.00
	SAM HILL OIL INC	00006	889612	270659	02/09/17	1,043.48
	SAM HILL OIL INC	00006	889613	270659	02/09/17	5,698.40
	SAM HILL OIL INC	00006	889731	270665	02/09/17	13,402.49
	SILL TERHAR MOTORS INC	00006	889761	270688	02/09/17	28,295.00
	WAGNER EQUIPMENT COMPANY	00006	889610	270659	02/09/17	18,988.50
	WAGNER EQUIPMENT COMPANY	00006	889610	270659	02/09/17	18,988.50
	WIRELESS ADVANCED COMMUNICATIO	00006	889611	270659	02/09/17	15,773.38
					Account Total	253,584.55
					Department Total	253,584.55

County of Adams
Vendor Payment Report

<u>9243</u>	<u>Extension - Family & Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	888966	269970	01/31/17	<u>41.15</u>
					Account Total	<u>41.15</u>
					Department Total	<u><u>41.15</u></u>

County of Adams
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	888966	269970	01/31/17	<u>41.15</u>
					Account Total	<u>41.15</u>
					Department Total	<u><u>41.15</u></u>

County of Adams
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GOURD THADDEUS	00001	889243	270178	02/02/17	255.20
					Account Total	255.20
	Other Communications					
	VERIZON WIRELESS	00001	888966	269970	01/31/17	95.81
					Account Total	95.81
					Department Total	351.01

County of Adams
Vendor Payment Report

<u>9242</u>	<u>Extension- Agriculture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	PADGETT KEITH L	00001	889242	270178	02/02/17	<u>2,160.00</u>
					Account Total	<u>2,160.00</u>
					Department Total	<u><u>2,160.00</u></u>

County of Adams
Vendor Payment Report

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Books					
	COLORADO STATE UNIVERSITY	00001	888964	269970	01/31/17	15.00
					Account Total	15.00
	Mileage Reimbursements					
	KRINKEE KENZIE	00001	888963	269970	01/31/17	72.66
	KRINKEE KENZIE	00001	888965	269970	01/31/17	155.69
					Account Total	228.35
	Operating Supplies					
	COLO DEPT OF AGRICULTURE/ICS	00001	889244	270178	02/02/17	275.00
					Account Total	275.00
	Other Communications					
	VERIZON WIRELESS	00001	888966	269970	01/31/17	41.15
	VERIZON WIRELESS	00001	888966	269970	01/31/17	41.15
	VERIZON WIRELESS	00001	888966	269970	01/31/17	41.15
					Account Total	123.45
					Department Total	641.80

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DBT TRANSPORTATION SERVICES LL	00043	889733	270665	02/09/17	2,370.00
	DBT TRANSPORTATION SERVICES LL	00043	889733	270665	02/09/17	1,185.00
					Account Total	<u>3,555.00</u>
					Department Total	<u><u>3,555.00</u></u>

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	CHAMBERS HOLDINGS LLC	00001	889371	270361	02/06/17	14,301.93
					Account Total	14,301.93
	Gas & Electricity					
	Energy Cap Bill ID=7022	00001	889322	270270	01/24/17	427.97
	Energy Cap Bill ID=7039	00001	889365	270359	01/20/17	1,070.87
					Account Total	1,498.84
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	889370	270361	02/06/17	212.50
					Account Total	212.50
					Department Total	16,013.27

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7020	00001	889331	270270	01/25/17	5,171.01
	Energy Cap Bill ID=7025	00001	889332	270270	01/25/17	1,622.27
					Account Total	<u>6,793.28</u>
					Department Total	<u><u>6,793.28</u></u>

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7015	00001	889319	270270	01/25/17	2,984.00
	Energy Cap Bill ID=7016	00001	889320	270270	01/25/17	21,403.00
	Energy Cap Bill ID=7031	00001	889321	270270	01/24/17	6,802.10
					Account Total	<u>31,189.10</u>
	Maintenance Contracts					
	SUMMIT LABORATORIES INC	00001	889372	270361	02/06/17	480.00
					Account Total	<u>480.00</u>
					Department Total	<u><u>31,669.10</u></u>

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7024	00001	889313	270270	01/25/17	605.60
	Energy Cap Bill ID=7028	00001	889314	270270	01/25/17	2,857.09
	Energy Cap Bill ID=7029	00001	889315	270270	01/25/17	3,714.49
					Account Total	<u>7,177.18</u>
					Department Total	<u><u>7,177.18</u></u>

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7030	00001	889312	270270	01/25/17	<u>12,287.89</u>
					Account Total	<u>12,287.89</u>
					Department Total	<u><u>12,287.89</u></u>

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7011	00001	889316	270270	01/25/17	18,971.24
	Energy Cap Bill ID=7021	00001	889317	270270	01/25/17	68.88
					Account Total	19,040.12
	Maintenance Contracts					
	SUMMIT LABORATORIES INC	00001	889373	270361	02/06/17	410.00
					Account Total	410.00
					Department Total	19,450.12

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7010	00001	889333	270270	01/25/17	7,641.08
	Energy Cap Bill ID=7017	00001	889334	270270	01/25/17	76.85
	Energy Cap Bill ID=7018	00001	889335	270270	01/25/17	17,801.51
	Energy Cap Bill ID=7019	00001	889336	270270	01/25/17	676.26
	Energy Cap Bill ID=7032	00001	889337	270270	01/24/17	1,237.76
					Account Total	27,433.46
					Department Total	27,433.46

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7044	00001	889363	270359	01/23/17	674.56
	Energy Cap Bill ID=7045	00001	889364	270359	01/23/17	33.97
					Account Total	<u>708.53</u>
					Department Total	<u><u>708.53</u></u>

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7027	00001	889318	270270	01/25/17	<u>9,654.70</u>
					Account Total	<u>9,654.70</u>
					Department Total	<u><u>9,654.70</u></u>

County of Adams
Vendor Payment Report

<u>1063</u>	<u>FO-Flatrock Training Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7008	00001	889307	270270	01/25/17	270.70
	Energy Cap Bill ID=7012	00001	889308	270270	01/25/17	167.15
	Energy Cap Bill ID=7013	00001	889309	270270	01/25/17	38.09
	Energy Cap Bill ID=7014	00001	889310	270270	01/25/17	1,402.12
	Energy Cap Bill ID=7026	00001	889311	270270	01/25/17	492.58
	Energy Cap Bill ID=7043	00001	889362	270359	01/24/17	149.38
					Account Total	<u>2,520.02</u>
					Department Total	<u><u>2,520.02</u></u>

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	C & R ELECTRICAL CONTRACTORS I	00001	889374	270361	02/06/17	605.00
	ROCKY MTN SEWER-JET INC	00001	889375	270361	02/06/17	1,180.00
					Account Total	1,785.00
	Gas & Electricity					
	Energy Cap Bill ID=7023	00001	889329	270270	01/24/17	2,079.43
					Account Total	2,079.43
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7033	00001	889330	270270	01/20/17	82.32
					Account Total	82.32
					Department Total	3,946.75

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ABL MANAGEMENT INC	00001	889252	270196	02/02/17	27,250.76
	ABL MANAGEMENT INC	00001	889358	270304	02/03/17	768.18
	ABL MANAGEMENT INC	00001	889358	270304	02/03/17	4,407.15
	ALEXANDER WEISS CONSULTING LLC	00001	889729	270665	02/09/17	10,000.00
	ALLIED BARTON SECURITY SERVICE	00001	889439	270444	02/07/17	1,366.24
	CARTEGRAPH SYSTEMS INC	00001	889727	270665	02/09/17	78,400.00
	COLO DIST ATTORNEY COUNCIL	00001	889436	270444	02/07/17	59,515.18
	COLO DIST ATTORNEY COUNCIL	00001	889438	270444	02/07/17	22,064.02
	DIRSEC	00001	889725	270665	02/09/17	33,214.94
	DIRSEC	00001	889726	270665	02/09/17	23,888.67
	GRANICUS INC	00001	889429	270444	02/07/17	300.00
	GRANICUS INC	00001	889734	270665	02/09/17	4,650.00
	KEMP & HOFFMAN	00001	889759	270688	02/09/17	3,300.00
	LOPEZ MARCUS	00001	889253	270196	02/02/17	312.00
	MOUNTAIN STATES IMAGING LLC	00001	889441	270444	02/07/17	1,093.85
	MWI VETERINARY SUPPLY CO	00001	889292	270255	02/03/17	156.55
	MWI VETERINARY SUPPLY CO	00001	889293	270255	02/03/17	18.53
	MWI VETERINARY SUPPLY CO	00001	889294	270255	02/03/17	900.30
	MWI VETERINARY SUPPLY CO	00001	889295	270255	02/03/17	154.99
	MWI VETERINARY SUPPLY CO	00001	889296	270255	02/03/17	698.15
	MWI VETERINARY SUPPLY CO	00001	889297	270255	02/03/17	25.37
	MWI VETERINARY SUPPLY CO	00001	889298	270255	02/03/17	25.37
	MWI VETERINARY SUPPLY CO	00001	889299	270255	02/03/17	120.63
	MWI VETERINARY SUPPLY CO	00001	889751	270665	02/09/17	24.03
	MWI VETERINARY SUPPLY CO	00001	889752	270665	02/09/17	216.42
	MWI VETERINARY SUPPLY CO	00001	889753	270665	02/09/17	165.72
	MWI VETERINARY SUPPLY CO	00001	889754	270665	02/09/17	44.58
	MWI VETERINARY SUPPLY CO	00001	889755	270665	02/09/17	575.45
	NICOLETTI-FLATER ASSOCIATES	00001	889254	270196	02/02/17	1,330.00
	NICOLETTI-FLATER ASSOCIATES	00001	889359	270304	02/03/17	800.00
	NICOLETTI-FLATER ASSOCIATES	00001	889359	270304	02/03/17	1,400.00
	NICOLETTI-FLATER ASSOCIATES	00001	889359	270304	02/03/17	200.00
	PLANET TECHNOLOGIES INC	00001	889728	270665	02/09/17	3,995.00
	SPECTRA CONTRACT FLOORING SERV	00001	889435	270444	02/07/17	250.00
	SQUEEGEE SQUAD	00001	889431	270444	02/07/17	315.00

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SYSTEMS GROUP	00001	889432	270444	02/07/17	200.00
	SYSTEMS GROUP	00001	889434	270444	02/07/17	300.00
	WESTERN PAPER DISTRIBUTORS	00001	889255	270196	02/02/17	10,170.00
	WIRELESS ADVANCED COMMUNICATIO	00001	889256	270196	02/02/17	390.00
	WIRELESS ADVANCED COMMUNICATIO	00001	889257	270196	02/02/17	390.00
	WIRELESS ADVANCED COMMUNICATIO	00001	889258	270196	02/02/17	390.00
	WIRELESS ADVANCED COMMUNICATIO	00001	889259	270196	02/02/17	460.00
					Account Total	294,247.08
					Department Total	294,247.08

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	CCI	00001	889345	270284	02/03/17	475.00
	PROGRESSIVE 15	00001	889346	270284	02/03/17	2,000.00
					Account Total	2,475.00
	Other Professional Serv					
	JUSTICE BENEFITS INC	00001	889411	270285	12/31/16	27,175.06
					Account Total	27,175.06
					Department Total	29,650.06

County of Adams
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ANDREWS PRODUCE INC	00031	889730	270665	02/09/17	3,256.01
	ANDREWS PRODUCE INC	00031	889730	270665	02/09/17	200.02
	CARNATION BUILDING SERVICES IN	00031	889760	270688	02/09/17	1,988.00
	CARNATION BUILDING SERVICES IN	00031	889760	270688	02/09/17	153.25
	MEADOW GOLD DAIRY	00031	889735	270665	02/09/17	113.20
	MEADOW GOLD DAIRY	00031	889736	270665	02/09/17	84.90
	MEADOW GOLD DAIRY	00031	889737	270665	02/09/17	207.34
	MEADOW GOLD DAIRY	00031	889738	270665	02/09/17	105.17
	MEADOW GOLD DAIRY	00031	889739	270665	02/09/17	178.35
	MEADOW GOLD DAIRY	00031	889740	270665	02/09/17	28.30
	MEADOW GOLD DAIRY	00031	889741	270665	02/09/17	28.30
	MEADOW GOLD DAIRY	00031	889742	270665	02/09/17	70.75
	MEADOW GOLD DAIRY	00031	889743	270665	02/09/17	28.30
	MEADOW GOLD DAIRY	00031	889744	270665	02/09/17	113.20
	MEADOW GOLD DAIRY	00031	889745	270665	02/09/17	28.30
	MEADOW GOLD DAIRY	00031	889746	270665	02/09/17	28.30
	MEADOW GOLD DAIRY	00031	889747	270665	02/09/17	141.50
	MEADOW GOLD DAIRY	00031	889748	270665	02/09/17	84.90
					Account Total	6,838.09
					Department Total	6,838.09

County of Adams
Vendor Payment Report

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	EE Recognition Lunch					
	NOBLE PRODUCTIONS INC	00001	889241	270171	02/02/17	1,400.00
					Account Total	1,400.00
	Insurance Premiums					
	ALLEN JANIE	00001	889765	270689	02/09/17	600.00
	ALLEN JUDITH	00001	889766	270689	02/09/17	600.00
					Account Total	1,200.00
					Department Total	2,600.00

County of Adams
Vendor Payment Report

<u>935117</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	COLO DEPT OF HUMAN SERVICES	00031	889468	270460	02/07/17	251.23
					Account Total	251.23
	Mileage Reimbursements					
	ANDERSON ISABEL	00031	889462	270460	02/07/17	13.38
	ANGLO WENDY	00031	889463	270460	02/07/17	16.59
	BRAGGS- JONES SHONDRELA	00031	889464	270460	02/07/17	127.87
	HAGER MICHAEL	00031	889469	270460	02/07/17	165.32
	LILLIE SHANNON	00031	889470	270460	02/07/17	8.56
	MEMBRENO YAHAIRA	00031	889471	270460	02/07/17	17.66
	NAJEE-ULLAH NAJLA	00031	889472	270460	02/07/17	57.78
	OLIVER LESLIE	00031	889473	270460	02/07/17	105.40
	OLIVER LESLIE	00031	889474	270460	02/07/17	53.50
	STEELMAN MARU E	00031	889477	270460	02/07/17	69.55
	VOCK ELIZABETH CLAIRE	00031	889478	270460	02/07/17	44.41
	WALMSLEY NATASHA	00031	889479	270460	02/07/17	89.35
	WHISENANT ELISA A	00031	889480	270460	02/07/17	56.18
	WHISENANT ELISA A	00031	889481	270460	02/07/17	11.77
					Account Total	837.32
	Other Professional Serv					
	ORKIN PEST CONTROL	00031	889475	270460	02/07/17	83.80
	ORKIN PEST CONTROL	00031	889476	270460	02/07/17	86.07
					Account Total	169.87
	Telephone					
	CENTURY LINK	00031	889466	270460	02/07/17	344.56
	CENTURY LINK	00031	889467	270460	02/07/17	135.18
					Account Total	479.74
					Department Total	1,738.16

County of Adams
Vendor Payment Report

<u>1074</u>	<u>HR- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	DRUG TESTING SERVICES INC	00019	889240	270171	02/02/17	<u>125.00</u>
					Account Total	<u>125.00</u>
					Department Total	<u><u>125.00</u></u>

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	HAUGEN ROBERTA	00019	889461	270459	12/31/16	<u>5,267.16</u>
					Account Total	<u>5,267.16</u>
					Department Total	<u><u>5,267.16</u></u>

County of Adams
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	889723	270678	02/09/17	<u>7,748.80</u>
					Account Total	<u>7,748.80</u>
					Department Total	<u><u>7,748.80</u></u>

County of Adams
Vendor Payment Report

<u>1057</u>	<u>IT Application Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	NEON RAIN INTERACTIVE LLC	00001	889719	270678	02/09/17	390.00
					Account Total	390.00
	Maintenance Contracts					
	GENERAL NETWORKS	00001	889498	270560	02/08/17	629.85
					Account Total	629.85
					Department Total	1,019.85

County of Adams
Vendor Payment Report

<u>97813</u>	<u>MSFW Housing Inspection</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PARRA ALDO	00035	889047	270059	01/31/17	<u>112.35</u>
					Account Total	<u>112.35</u>
					Department Total	<u><u>112.35</u></u>

County of Adams
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	WENK ASSOCIATES INC	00027	889749	270665	02/09/17	<u>15,782.62</u>
					Account Total	<u>15,782.62</u>
					Department Total	<u><u>15,782.62</u></u>

County of Adams
Vendor Payment Report

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	BENNETT TOWN OF	00028	889305	270262	02/03/17	18,849.22
	HYLAND HILLS PARK AND RECREATI	00028	889304	270262	02/03/17	256,692.58
					Account Total	275,541.80
					Department Total	275,541.80

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7003	00001	889323	270270	01/25/17	111.78
	Energy Cap Bill ID=7004	00001	889324	270270	01/25/17	1,741.27
	Energy Cap Bill ID=7005	00001	889325	270270	01/25/17	1,375.96
	Energy Cap Bill ID=7006	00001	889326	270270	01/25/17	28.72
	Energy Cap Bill ID=7007	00001	889327	270270	01/25/17	205.74
	Energy Cap Bill ID=7009	00001	889328	270270	01/25/17	7,531.90
	Energy Cap Bill ID=7040	00001	889366	270359	01/26/17	1,149.83
	Energy Cap Bill ID=7041	00001	889367	270359	01/24/17	38.66
	Energy Cap Bill ID=7042	00001	889368	270359	01/24/17	641.37
					Account Total	12,825.23
					Department Total	12,825.23

County of Adams
Vendor Payment Report

<u>9250</u>	<u>Perf. Innov. & Sust Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	FLATIRONS COACHING SOLUTIONS	00001	889586	270645	02/09/17	<u>400.00</u>
					Account Total	<u>400.00</u>
					Department Total	<u><u>400.00</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Regional Park Rentals					
	CHAVEZ EVA JEAN	00001	889034	270060	02/01/17	200.00
					Account Total	200.00
	Security Service					
	ALLIED BARTON SECURITY SERVICE	00001	889035	270060	02/01/17	4,002.46
					Account Total	4,002.46
					Department Total	4,202.46

County of Adams
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	889039	270060	02/01/17	185.68
	UNITED POWER (UNION REA)	00001	889040	270060	02/01/17	43.11
					Account Total	228.79
					Department Total	228.79

County of Adams
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	889036	270060	02/01/17	1,176.08
	UNITED POWER (UNION REA)	00001	889037	270060	02/01/17	100.77
	XCEL ENERGY	00001	889306	270262	02/03/17	383.78
					Account Total	1,660.63
	Operating Supplies					
	G & K SERVICES	00001	889303	270262	02/03/17	181.30
					Account Total	181.30
					Department Total	1,841.93

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	889038	270060	02/01/17	<u>30.00</u>
					Account Total	<u>30.00</u>
					Department Total	<u><u>30.00</u></u>

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BUSH MELVIN E	00001	889414	270438	02/07/17	65.00
	CASTLE CHRISTOPHER	00001	889409	270438	02/07/17	65.00
	STANFIELD THOMSON	00001	889412	270438	02/07/17	65.00
					Account Total	<u>195.00</u>
					Department Total	<u><u>195.00</u></u>

County of Adams
Vendor Payment Report

<u>1082</u>	<u>PLN- Development Review</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Zoning & Subdivision					
	EDGE ENERGY	00001	889090	270068	02/01/17	<u>500.00</u>
					Account Total	<u>500.00</u>
					Department Total	<u><u>500.00</u></u>

County of Adams
Vendor Payment Report

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	889724	270678	02/09/17	1,546.00
	VISION SERVICE PLAN-CONNECTICU	00019	889722	270678	02/09/17	9,838.72
					Account Total	11,384.72
					Department Total	11,384.72

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	AMERICAN WEST CONSTRUCTION	00013	889621	270665	02/09/17	511,039.36
					Account Total	<u>511,039.36</u>
	Retainages Payable					
	AMERICAN WEST CONSTRUCTION	00013	889341	270281	02/03/17	2,495.76
	AMERICAN WEST CONSTRUCTION	00013	889621	270665	02/09/17	25,551.97-
					Account Total	<u>23,056.21-</u>
					Department Total	<u><u>487,983.15</u></u>

County of Adams
Vendor Payment Report

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	889265	270199	02/02/17	<u>40.26</u>
					Account Total	<u>40.26</u>
					Department Total	<u><u>40.26</u></u>

County of Adams
Vendor Payment Report

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	BIG DRY CREEK WATERSHED ASSN	00007	889758	270688	02/09/17	<u>3,700.00</u>
					Account Total	<u>3,700.00</u>
					Department Total	<u><u>3,700.00</u></u>

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	889265	270199	02/02/17	40.26
					Account Total	40.26
	Sheriff Academy Fees					
	RED ROCKS COMMUNITY COLLEGE	00001	889302	270257	12/31/16	192,675.60
					Account Total	192,675.60
					Department Total	<u>192,715.86</u>

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	889104	270079	02/01/17	94.98
					Account Total	94.98
	Other Professional Serv					
	POINT SPORTS/ERGOMED	00001	889105	270079	02/01/17	180.00
					Account Total	180.00
	Public Relations					
	RADIO ACCOUNTING SERVICE	00001	889106	270079	02/01/17	389.00
					Account Total	389.00
					Department Total	<u>663.98</u>

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	BALL FRANK J	00001	889268	270239	02/03/17	19.00
	BARRIOS DANIEL MADERA	00001	889283	270239	02/03/17	19.00
	EL MESSENGER	00001	889284	270239	02/03/17	19.00
	EL MESSENGER	00001	889285	270239	02/03/17	19.00
	FINNEY COUNTY SHERIFF	00001	889269	270239	02/03/17	19.00
	FRANCY LAW FIRM, PLLC	00001	889349	270239	02/03/17	19.00
	FRANK DAVID ALAN	00001	889286	270239	02/03/17	19.00
	GENERAL PROPERTY MANAGEMENT	00001	889356	270239	02/03/17	66.00
	GRAY CHRISTOPHER A	00001	889287	270239	02/03/17	66.00
	GROVES DOUGLAS EARL	00001	889357	270239	02/03/17	19.00
	HERNANDEZ SILVIA J	00001	889288	270239	02/03/17	19.00
	HOLST AND BOETTCHER	00001	889270	270239	02/03/17	19.00
	HOOVER LAW FIRM	00001	889289	270239	02/03/17	19.00
	JTA4 REAL PROPERTIES	00001	889350	270239	02/03/17	60.00
	KIMBERLY HILLS MHC LLC	00001	889351	270239	02/03/17	66.00
	LEACHMAN, MARK A	00001	889271	270239	02/03/17	19.00
	LEACHMAN, MARK A	00001	889272	270239	02/03/17	19.00
	LEACHMAN, MARK A	00001	889273	270239	02/03/17	19.00
	LEACHMAN, MARK A	00001	889274	270239	02/03/17	19.00
	LEACHMAN, MARK A	00001	889275	270239	02/03/17	19.00
	MACHOL & JOHANNES, LLC	00001	889276	270239	02/03/17	19.00
	MERRITT JAMES	00001	889290	270239	02/03/17	19.00
	NELSON AND KENNARD	00001	889277	270239	02/03/17	19.00
	NELSON AND KENNARD	00001	889278	270239	02/03/17	47.00
	PATTON AND DAVISON	00001	889279	270239	02/03/17	75.00
	PERDUE BRANDON FIELDER COLLINS	00001	889280	270239	02/03/17	19.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	889352	270239	02/03/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	889353	270239	02/03/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	889354	270239	02/03/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	889355	270239	02/03/17	66.00
	STOLLARD LEE	00001	889281	270239	02/03/17	66.00
	TSCHETTER HAMRICK SULZER	00001	889291	270239	02/03/17	5.00
	WAKEFIELD & ASSOCIATES INC	00001	889282	270239	02/03/17	19.00
					Account Total	1,114.00
					Department Total	1,114.00

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURY LINK	00001	889102	270079	02/01/17	<u>205.39</u>
					Account Total	<u>205.39</u>
					Department Total	<u><u>205.39</u></u>

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	889266	270199	02/02/17	<u>106.00</u>
					Account Total	<u>106.00</u>
					Department Total	<u><u>106.00</u></u>

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ABL MANAGEMENT INC	00001	889099	270079	02/01/17	174.11
	ABL MANAGEMENT INC	00001	889100	270079	02/01/17	37.25
	ABL MANAGEMENT INC	00001	889260	270199	02/02/17	365.27
	DS WATERS OF AMERICA INC	00001	889262	270199	02/02/17	539.97
	DS WATERS OF AMERICA INC	00001	889263	270199	02/02/17	19.50
					Account Total	1,136.10
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	889261	270199	02/02/17	398.00
					Account Total	398.00
					Department Total	1,534.10

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Books					
	LEXIS NEXIS MATTHEW BENDER	00001	889264	270199	02/02/17	310.61
					Account Total	310.61
	Membership Dues					
	ACAN	00001	889101	270079	02/01/17	35.00
					Account Total	35.00
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	889103	270079	02/01/17	100.00
	SHRED IT USA LLC	00001	889266	270199	02/02/17	106.00
					Account Total	206.00
	Vehicle Repair & Maint					
	BERG WARREN	00001	889267	270199	02/02/17	122.50
					Account Total	122.50
					Department Total	674.11

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	889109	270079	02/01/17	138.75
					Account Total	138.75
	Other Repair & Maint					
	ROCKY MTN MICROFILM & IMAGING	00001	889108	270079	02/01/17	150.00
					Account Total	150.00
					Department Total	288.75

County of Adams
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Books					
	LEXIS NEXIS MATTHEW BENDER	00001	889264	270199	02/02/17	<u>229.00</u>
					Account Total	<u>229.00</u>
					Department Total	<u><u>229.00</u></u>

County of Adams
Vendor Payment Report

<u>9291</u>	<u>Veterans Service Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	SHEETZ ROBERT J	00001	889459	270447	02/07/17	268.00
					Account Total	268.00
	Mileage Reimbursements					
	SHEETZ ROBERT J	00001	889605	270645	02/09/17	107.00
					Account Total	107.00
					Department Total	375.00

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BANKS RACHEL	00035	889022	270059	01/31/17	29.43
	BERNAL JUAN FELIPE	00035	889023	270059	01/31/17	75.97
	CLARK RYNE	00035	889024	270059	01/31/17	16.05
	GONZALEZ JESSICA	00035	889028	270059	01/31/17	17.66
	JAMES TRUDY	00035	889030	270059	01/31/17	62.60
	JARVIS GARY	00035	889031	270059	01/31/17	32.10
	JOHNSON LORRAINE	00035	889032	270059	01/31/17	20.33
	MARTINEZ MARTHA	00035	889042	270059	01/31/17	28.89
	PARRA ALDO	00035	889047	270059	01/31/17	57.78
	PETERSON JUDITH	00035	889049	270059	01/31/17	59.92
	RODRIGUEZ SONIA	00035	889051	270059	01/31/17	67.41
	SCHAGER BRETT	00035	889052	270059	01/31/17	18.72
					Account Total	486.86
					Department Total	486.86

County of Adams
Vendor Payment Report

<u>4400</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00044	889017	270016	01/31/17	70.00
					Account Total	70.00
	Other Professional Serv					
	RAMEY ENVIRONMENTAL COMPLIANCE	00044	888981	269989	01/31/17	4,175.00
					Account Total	4,175.00
	Telephone					
	CENTURYLINK	00044	888943	269964	01/31/17	47.38
					Account Total	47.38
					Department Total	<u>4,292.38</u>

County of Adams
Vendor Payment Report

<u>99600</u>	<u>WBC Admin Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	889021	270059	01/31/17	4.82
	NOBLE PHILLIPP	00035	889496	270544	02/08/17	121.98
					Account Total	126.80
	Travel & Transportation					
	NOBLE PHILLIPP	00035	889496	270544	02/08/17	11.35
					Account Total	11.35
					Department Total	138.15

County of Adams
Vendor Payment Report

<u>99806</u>	<u>WIA & Wag/Pey Shared Prog Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GLASSER NOELLE	00035	889027	270059	01/31/17	25.68
	POST REBECCA	00035	889050	270059	01/31/17	57.25
					Account Total	<u>82.93</u>
					Department Total	<u><u>82.93</u></u>

County of Adams
Vendor Payment Report

<u>99802</u>	<u>WIA AD & DLW Shared Pgm Costs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	OLSEN KATHRYN	00035	889046	270059	01/31/17	<u>26.75</u>
					Account Total	<u>26.75</u>
					Department Total	<u><u>26.75</u></u>

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Training (not tuitio					
	DENVER PUBLIC SCHOOLS	00035	889054	270061	02/01/17	75.00
					Account Total	75.00
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	889021	270059	01/31/17	34.24
	CLARK RYNE	00035	889024	270059	01/31/17	26.75
	ELLIS CHARLES	00035	889025	270059	01/31/17	69.02
	ELLIS CHARLES	00035	889025	270059	01/31/17	23.00
	HUTCHINS ATHENAS	00035	889029	270059	01/31/17	36.92
	MENDOZA MICHELLE	00035	889045	270059	01/31/17	27.82
	SCHAGER BRETT	00035	889052	270059	01/31/17	134.29
	SCHAGER BRETT	00035	889052	270059	01/31/17	73.30
					Account Total	425.34
	Supp Svcs-Incentives					
	OFORI SIKA	00035	889493	270544	02/08/17	50.00
					Account Total	50.00
					Department Total	550.34

County of Adams
Vendor Payment Report

<u>97400</u>	<u>WIA YOUTH YOUNGER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	889021	270059	01/31/17	21.93
	ELLIS CHARLES	00035	889025	270059	01/31/17	46.55
	HUTCHINS ATHENAS	00035	889029	270059	01/31/17	19.26
	SCHAGER BRETT	00035	889052	270059	01/31/17	56.71
	SCHAGER BRETT	00035	889052	270059	01/31/17	23.54
					Account Total	167.99
					Department Total	167.99

County of Adams
Vendor Payment Report

<u>99700</u>	<u>WIB Expenses</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURYLINK	00035	889110	270081	02/01/17	<u>2.23</u>
					Account Total	<u>2.23</u>
					Department Total	<u><u>2.23</u></u>

County of Adams
Vendor Payment Report

Grand Total 1,856,886.70

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, FEBRUARY 14, 2017**

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:12 AM)

3. MOTION TO APPROVE AGENDA (09:12 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:13 AM)

5. PUBLIC COMMENT (09:13 AM)

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR (09:17 AM)

A. 17-145 List of Expenditures Under the Dates of January 30-February 2, 2017

B. 17-150 Minutes of the Commissioners' Proceedings from February 7, 2017

C. 17-021 Resolution Approving Intergovernmental Agreement between Adams County Housing Authority and Adams County Head Start

D. 17-135 Resolution Amending the Adams County Purchasing Policies and Procedures Manual

E. 17-156 Resolution Approving the Criminal Justice Coordinating Council's Application for the Colorado Department of Public Safety, Division of Criminal Justice, Office of Adult and Juvenile Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Funding for the Period of October 1, 2017 - September 30, 2018

Motion to Approve 6. CONSENT CALENDAR Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.

7. NEW BUSINESS

A. COUNTY MANAGER (09:17 AM)

1. 17-127 Resolution Approving Agreement between Adams County and Wheatland Farms for an Agricultural Farm Land Lease (09:17 AM)
Motion to Approve 1. 17-127 Resolution Approving Agreement between Adams County and Wheatland Farms for an Agricultural Farm Land Lease Moved by Erik Hansen, seconded by Mary Hodge, unanimously carried.
2. 17-144 Resolution Accepting a Bid And Awarding an Agreement with Palomar Modular Buildings for a Modular Training Facility at FlatRock Training Center (09:18 AM)
Motion to Approve 2. 17-144 Resolution Accepting a Bid And Awarding an Agreement with Palomar Modular Buildings for a Modular Training Facility at FlatRock Training Center Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.

B. COUNTY ATTORNEY (09:20 AM)

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) for the Purpose of Discussion Potential Sale of Real Property (09:20 AM)
Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) for the Purpose of Discussion Potential Sale of Real Property Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.
9. Motion to Adjourn into Executive Session Pursuant to C.R.S 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Imposition of Fees (09:20 AM)
Motion to Approve 9. Motion to Adjourn into Executive Session Pursuant to C.R.S 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Imposition of Fees Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.

10.LAND USE HEARINGS

A. Cases to be Heard

1. 17-147 RCU2016-00030 Palermo (09:21 AM)
Motion to Approve 1. 17-147 RCU2016-00030 Palermo Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

11.ADJOURNMENT (09:37 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 21, 2017
SUBJECT: Approval of Casandra Bossingham, Fair & Special Events Manager to enter into and sign agreements under \$7,500
FROM: Mary Willis through Nathan Mosley, Parks & Open Space Director
AGENCY/DEPARTMENT: Parks & Open Space
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: The the Board of County Commissioners approve the authorization.

BACKGROUND:

The 2017 Adams County Fair along with the Adams County Stars & Stripes 4th of July Celebration will feature local entertainment, food vendors, exhibitors and vendors selling item during the two events.

Contracts must be negotiated and signed as soon as possible in order to confirm artists, secure food vendor, exhibitors, vendors and to develop advertising programs.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney

ATTACHED DOCUMENTS:

Resolution
Commercial exhibitor applications
Entertainment agreements
Food concession applications

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION AUTHORIZING CASANDRA BOSSINGHAM, FAIR & SPECIAL EVENTS MANAGER ENTERING INTO ENTERTAINMENT, FOOD CONCESSIONS, AND EXHIBITOR/VENDOR AGREEMENTS FOR THE PURPOSE OF SECURING ENTERTAINMENT, FOOD VENDING AND EXHIBITORS/VENDORS FOR THE 2017 ADAMS COUNTY FAIR AND 4TH OF JULY CELEBRATION

WHEREAS, the 2017 Adams County Fair and 4th of July Celebration will benefit from the hiring of entertainment , food vending, and exhibitor/vendors to provide local entertainment on the free stage, food vending services to the attendees, and exhibitor/vendors selling items during the two events; and

WHEREAS, the funds have been set aside in the 2017 Facility Budget for this purpose; and,

WHEREAS, it would be expedient for the Board of County Commissioners to delegate their authority to enter into entertainment, concessions, and exhibitor/vendor agreements so that preferred entertainer(s), concessionaires, and exhibitor/vendors may be secured for the 2017 Adams County Fair and 4th of July Celebration.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Fair & Special Events Manager is hereby authorized to enter into the attached entertainment, concession, and exhibitor/vendor agreements on behalf of Adams County for the production of the 2017 Adams County Fair and 4th of July Celebration in amounts not exceeding \$7,500.

BE IT FURTHER RESOLVED that the agreements shall be within the limits of the 2017 Facility Budget and subject to approval as to form by the County Attorney's Office.



Vendor/Exhibitor Application

**Adams County Stars & Stripes - July 3, 2017
4:00 p.m. to 10:00 p.m.**

**Vendor booth - \$150.00 which includes a 10 x 10 space &
1 – 20 amp power service (no exceptions)**

**Adams County Regional Park Complex
9755 Henderson Road, Brighton CO 80601
Phone 303.637.8000 - Fax 303.637.8015**

Business/Company (the “exhibitor”) _____

Contact Person _____

Mailing Address _____

Cell Phone _____ Phone _____ Fax _____

Email Address _____

Company website address _____

List all items/products to be sold:

Adams County’s beverage sponsorship is provided by Swire Coca-Cola. If you plan to sell soda, water or energy drinks they must be Coke products.

Federal Tax Identification Number or Social Security Number _____

Does anyone in Adams County Government work for you or have any other financial interest in your business?

If yes, please explain _____

Exhibitor is required to submit the following materials and only complete applications will be processed.

1. Completed exhibitor application.
2. Full payment of the booth fee
3. Make check or money order payable to Adams County Parks. (\$25.00 charge for returned checks)
4. Photo of Booth, and a complete description of items to be sold, demonstrated, etc.
5. Certificate of Insurance naming Adams County as an additional insured.
6. Copy of Sales Tax License if applicable.
7. Approval from Tri County Health Department. (food vendors only)

Applicant Approval:

1. Approval and selection of vendors will depend on product type, quality, pricing, and exhibitor history.
2. Adams County reserves the right to deny rental of a commercial booth space(s).
3. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt.
4. Selection of any application does not imply endorsement by Adams County of the exhibitors' products or services.

I have read and agree to all contractual provisions as set forth in this Commercial Exhibitor Application.

Exhibitor Signature

Date Signed

Fair Management Signature

Date Signed

OFFICE USE ONLY

Space Location: **3rd of July** Space Number:

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

Adams County Vendor Rules and Regulations

1. Exhibitor Approval and Selection:

Approval and selection of vendors will depend on product type, quality, and pricing and exhibitor history. Adams County reserves the right to deny rental of a commercial booth space(s). Previous participation in any event produced by Adams County does not give an exhibitor priority treatment. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt. Selection of any application does not imply endorsement by the Adams County of the exhibitors' products or services.

2. Cancellation and Termination:

In the event of cancellation for any reason by the exhibitor, monies paid shall be refunded only if the County is able to resell the booth space. If the County is unable to resell the booth space, then no monies shall be refunded. Cancellations must be received no later than thirty (30) days prior to July 3, 2017. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the event. Adams County shall also have the right to immediately terminate this Application for cause, by providing written notice to Exhibitor, should Exhibitor fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Application.

3. County Access to Exhibitor Booth Space:

Adams County and its employees, agents, assigns or volunteers, shall have access to any Exhibitor space/premises at all times. Exhibitor is responsible for securing personal items and the County is not responsible for lost or stolen items.

4. Location of Exhibits:

Adams County Parks Management reserves the right to relocate or cancel any exhibit or display that it determines is not in the best interest of the event.

5. Motorized Vehicles:

The use of any self or motor powered vehicle such as ATV's (4-wheelers), bicycles, scooters, skateboards, golf carts, roller blades or other skates is NOT PERMITTED. Exceptions are made for the mobility impaired, approved event staff and police/emergency personnel.

6. Exhibitor Conduct and Booth Space Appearance:

Exhibitor shall conduct the operation of the exhibit, display or concession in a quiet and orderly manner at all times and shall keep the booth space display area neat, clean and free from rubbish. Exhibitor is responsible for the appearance, maintenance and attractive condition of the booth space. Exhibitor is required to keep clean at all times the 5' space immediately surrounding the booth space. Exhibitor is responsible for the proper disposal of all waste products. All refuse must be secured in plastic bags before depositing in the designated trash containers. Violation of this paragraph may result in the loss of booth space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental fee will be authorized under such circumstances.

- a. Exhibitor should make provisions to protect their display from sun, wind and inclement weather. Exhibitor must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.
- b. Tents should be made with a durable, fire resistant material; no tarps are permitted at the Adams County event. Tents larger than a 10 x 10 must be approved through Brighton Fire Rescue District.
- c. Exhibitor's staff should be neat, clean and attentive to customers.
- d. If an item is not related to your space's theme or product(s) do not enhance the appearance of your space or is not for sale, it does not belong in the view of the public. Cardboard boxes, storage containers, novels, and miscellaneous sundries should become part of the "backstage" area and not part of your booth decoration.

7. Sound Devices:

Exhibitors shall obtain permission from the Adams County Parks Management for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that said use will not interfere with any other displays or exhibit. The Adams County Parks Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

8. Set-Up:

Exhibitor agrees to have their exhibit in place by 3:30 p.m. on Monday, July 3, 2017 and fully operational by 4:00 p.m. If exhibitor has not moved in and completed set up by 3:30 p.m. on July 3, 2017, Adams County Parks Management reserves the right to resell the booth space. No monies shall be refunded for NO SHOWS.

9. Tear Down:

All exhibitors must remain fully intact and operational until 10:00 p.m. on Monday, July 3, 2017. Early teardown will result in denial of future participation in the Adams County Stars & Stripes Celebration.

10. Changes or Alterations:

This application contains the entire agreement between the parties related to the rental and operation of a booth at the Adams County Stars & Stripes Celebration. There will be no change, alteration, variation or deviation from the terms of this application unless the same is made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future that is not incorporated herein shall have any binding force or effect on this agreement.

11. Force Majeure:

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood earth quakes, or other acts of God.

12. Electrical Cords:

- a. All equipment, regardless of source of power, must comply with all national, state, and local safety codes.
- b. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.
- c. Cords shall be plugged directly into approved receptacle.
- d. Do not overload extension cords, or use octopus fixtures, which enable things to run from a single outlet.
- e. Do not repair damaged cords with tape, REPLACE THEM.
- f. Adams County Parks shall not be responsible for any electrical power surges or any loss of business due to outages.

13. No Exclusives:

Adams County strives to maintain a balance of exhibitors and will not grant exclusive product sales to any vendor.

14. Sales Tax:

All exhibitors are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Secretary of State's Office at 303-534-1208 or 1-800-332-2085.

15. Aisles:

All aisles shall be kept clean of debris. No interviews, demonstrations, distribution of literature or similar activity shall be permitted outside the exhibit space.

16. Insurance:

Exhibitors are required to provide a Certificate of Insurance showing a one-million dollar Comprehensive General Liability policy naming Adams County as an additional insured. The Certificate of Insurance must be valid for Monday, July 3, 2017.

Food vendors are required to provide a Certificate of Insurance showing a three-million dollar Comprehensive General Liability policy naming Adams County as an additional insured. The Certificate of Insurance must be valid for Monday, July 3, 2017.

17. Indemnification and Release of Liability:

Exhibitors shall indemnify and hold Adams County and their respective officers, employees, agents, volunteers and subsidiaries harmless from any and all claims, liabilities, or other damages of any nature whatsoever, including costs, and attorney's fees, relating to the performance of this agreement.

18. Lost and Found:

Lost and found is located at the Adams County Parks Office.

19. Independent Contractors:

Contractor shall undertake and perform the services of this agreement as an independent contractor and is solely responsible for obtaining and maintaining adequate Worker's Compensation Insurance, personal injury and property insurance, and that all personnel employed by Contractor are not and shall not be employees, agents or servants in the County. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this agreement.

20. Compliance with C.R.S. § 8-17.5-101,ET. SEQ:

Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference

21. Compliance with Laws and Required Conduct:

Exhibitor must abide by all local, state, & federal laws, rules and regulations at all times during the course of this agreement. Failure to comply with the terms of this agreement or any misconduct including harassment or mistreatment by any vendor of the Health Department Officials, Adams County Staff, Adams County Sherriff's Office Staff, attendees or fellow exhibitors may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

I HAVE READ AND AGREE TO FOLLOW THE RULES AND REGULATIONS AS SET FORTH IN THE ADAMS COUNTY FAIR RULES AND REGULATIONS AGREEMENT.

Exhibitor's Signature/Date

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will

participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.



COMMERCIAL EXHIBIT APPLICATION
ADAMS COUNTY FAIR
August 2-6, 2017
9755 Henderson Road, Brighton CO 80601
www.adamscountyfair.com
Phone 303.637.8007

Business/Company (the "exhibitor") _____

Contact Person _____

Mailing Address _____

City _____ State _____ Zip Code _____

Cell Phone _____ Phone _____ Fax _____

Email Address _____

Company website address _____

List all items/products to be sold or displayed

Federal Tax Identification Number or Social Security Number _____

Does anyone in Adams County Government work for you or have any other financial interest in your business?

If yes, please explain _____

Exhibitor is required to submit the following materials and only complete applications will be processed. The Adams County Fair does not hold exhibitor spaces.

1. Completed and executed exhibitor application. (single sided copies and entire contract including 11 pages must be returned)
2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)
3. Photo of booth and a complete description of items to be sold, demonstrated, etc.
4. Certificate of Insurance naming Adams County as an additional insured.
5. Copy of Sales Tax License if applicable.

Applicant Approval and Selection:

1. Approval and selection of vendors will depend on product type, quality, pricing, and exhibitor history.
2. Adams County reserves the right to deny rental of a commercial booth space(s).
3. Previous participation in the Adams County Fair does not give an exhibitor priority treatment.

4. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt.
5. Selection of any application does not imply endorsement by the Adams County Fair of the exhibitors' products or services.
6. Exhibitors will be notified by email as to the status of their application.
7. The balance of booth space fees is due no later than June 2, 2017. Failure to make full payment of the booth space fee by this date will result in booth assigned on an as available basis and may result in forfeiture of booth space and any monies paid.

COMMERICAL EXHIBITOR BOOTH FEES:

Quantity	Size of booth	Includes	Fee	Total	Grand Total
	10x10 Outside Booth	Includes one (1) exhibitor parking pass for lot E	\$285.00	\$	\$
	10x10 Exhibit Hall Interior Booth	Space is piped & draped; one 6'x30" table; 2 chairs; limited Wi-Fi; one (1) exhibitor parking pass for lot E	\$300.00		
	10x10 Exhibit Hall Corner Booth	Space is piped & draped; one 6'x30" table; 2 chairs; limited Wi-Fi; one (1) exhibitor parking pass for lot E	\$350.00	\$	\$
	110 Volt Electricity	Indicate Amps : #of outlets:	\$100.00	\$	\$
	220 Volt Electricity	Indicate Amps: # of outlets:	\$175.00	\$	\$
		General Parking Pass for lots A & F	\$25.00	\$	\$
		Grand Total			\$

I have read and agree to all contractual provisions as set forth in this Commercial Exhibitor Application.

Exhibitor Signature

Date Signed

Fair Management Signature

Date Signed

OFFICE USE ONLY

Space Location: _____ Space Number: _____

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

Adams County Fair Commercial Exhibitor Rules and Regulations

1. Application Packet:

Exhibitor is required to submit the following materials and only *complete applications* will be processed. The Adams County Fair does not hold exhibitor spaces and will not process applications without a deposit.

1. Completed and executed exhibitor application.
2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)
3. Photo of booth (if applicable) and a complete description of items to be sold, demonstrated, etc.
4. Certificate of Insurance naming Adams County as an additional insured.
5. Copy of Sales Tax License if applicable.

2. Exhibitor Approval and Selection:

Approval and selection of vendors will depend on product type, quality, and pricing and exhibitor history. Adams County reserves the right to deny rental of a commercial booth space(s). Previous participation in the Adams County Fair does not give an exhibitor priority treatment. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt. Selection of any application does not imply endorsement by the Adams County Fair of the exhibitors' products or services. Exhibitors will be notified by either email or United States Postal Service as to the status of their application.

3. Booth Space Fees:

Balance of the booth space fee amount is due no later than June 2, 2017. Failure to make full payment of the booth space fee by this date will result in booth space assigned on an "as available" basis and may result in forfeiture of booth space and any monies paid.

4. Cancellation and Termination:

In the event of cancellation for any reason by the exhibitor, monies paid shall be refunded only if the County is able to resell the booth space. If the County is unable to resell the booth space, then no monies shall be refunded. Cancellations must be received no later than thirty (30) days prior to June 30, 2017, or deposits may be forfeited. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the Adams County Fair. The Adams County Fair shall also have the right to immediately terminate this Application for cause, by providing written notice to Exhibitor, should Exhibitor fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Application.

5. County Access to Exhibitor Booth Space:

County and its employees, agents, assigns or volunteers, shall have access to any Exhibitor space/premises at all times. Exhibitor is responsible for securing personal items and the County is not responsible for lost or stolen items.

6. Location of Exhibits:

The Adams County Fair Management reserves the right to relocate or cancel any exhibit or display that it determines is not in the best interest of the Fair.

7. Motorized Vehicles:

No vehicles are allowed to travel on the Fairgrounds at any time during the Adams County Fair operational hours. During set up, tear down and resupply times in the morning anyone driving any type

of motorized vehicle onto the fairgrounds must drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 mile per hour at all times.

The use of any self or motor powered vehicle such as ATV's (4-wheelers), bicycles, scooters, skateboards, roller blades or other skates is NOT PERMITTED. Exceptions are made for the mobility impaired, carnival owners and their authorized agents, approved event staff and police/emergency personnel.

8. Vehicle Display:

Displayed vehicles and equipment having gasoline or any other flammable fuel reservoirs shall be emptied, fuel caps shall be sealed, taped and batteries or other electrical sources shall be disconnected. Such vehicles and equipment shall be subject to inspection by the Fire Marshall at any time.

9. Propane Tanks:

Propane tanks must have a permit tag from the Brighton Fire Protection District.

10. Exhibitor Conduct and Booth Space Appearance:

Exhibitor shall conduct the operation of the exhibit, display or concession in a quiet and orderly manner at all times and shall keep the booth space display area neat, clean and free from rubbish. Exhibitor is responsible for the appearance, maintenance and attractive condition of the booth space. Exhibitor is required to keep clean at all times the 5' space immediately surrounding the booth space. Exhibitor is responsible for the proper disposal of all waste products. All refuse must be secured in plastic bags before depositing in the designated trash containers. Violation of this paragraph may result in the loss of booth space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental fee will be authorized under such circumstances.

- a. Weather. Exhibitor should make provisions to protect their display from sun, wind and inclement weather. Exhibitor acknowledges that there is a good possibility of severe wind and weather during the Adams County Fair.
- b. Vendors must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.
- c. Tents should be made with a durable, fire resistant material; no tarps are permitted at the Adams County Fair. All tents over 10 x 10 must be approved by Greater Brighton Fire Protection District.
- d. Sidewalk areas around the booth and aisles must be kept open at all times. No products can be displayed in these areas.
- e. Exhibitor's staff should be neat, clean and attentive to customers.
- f. If an item is not related to your space's theme or product(s) does not enhance the appearance of your space or is not for sale, it does not belong in the view of the public. Cardboard boxes, storage containers, novels, and miscellaneous sundries should become part of the "backstage" area and not part of your booth decoration.
- g. Exhibitor shall maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. Exhibitor shall keep the premises and every part in a clean and wholesome condition free of any objectionable noises, odors or nuisances.
- h. Exhibitor is responsible for cleaning his/her own booth space area at the end of each day. Exhibitor is required to place all trash in the trash receptacles. County clean-up personnel will not enter the booth space area.

11. Sound Devices:

Exhibitors shall obtain permission from the Fair Management for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that said use will

not interfere with any other displays or exhibit. The Fair Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

12. Promotional Items:

Promotional items may be distributed only from designated booth spaces. No food, beverage or alcoholic beverages may be given away without prior approval from the Adams County Fair and Tri County Health Department.

The Adams County Fair does not have nor can we provide special accommodations for refrigerated products being displayed or sold by any vendor/exhibitor.

13. Set-Up:

Exhibitor check-in is on Tuesday, August 1st from 9 a.m. to 5 p.m. You **MUST CHECK** in on Tuesday to receive your parking pass and vital information about the fair. You do not need to set up this day, but booths will be available during this time for set-up.

Exhibitor agrees to have their exhibit or display in place prior to the opening of the fair and fully operational by 4:00 p.m., August 2nd opening day of the Fair. If exhibitor has not moved in, and completed set up by 4:00 p.m. opening day of the Fair, Adams County reserves the right to resell the booth space. No monies shall be refunded for NO SHOWS.

14. Tear Down:

All indoor booth spaces must remain totally intact and operational until 8:00 p.m. on Sunday, August 6, 2017. Early teardown will result in denial of future participation in the Adams County Fair.

All outdoor booth spaces must remain totally intact and operational until 8:00 p.m. on Sunday, August 6, 2017. Early teardown will result in denial of future participation in the Adams County Fair.

Vendors located in outdoor booths are not permitted to drive vehicles into the midway due to the heavy flow of patrons. Only foot traffic will be permitted.

15. Changes or Alterations:

This application contains the entire agreement between the parties related to the rental and operation of a booth at the Adams County Fair. There will be no change, alteration, variation or deviation from the terms of this application unless the same is made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future that is not incorporated herein shall have any binding force or effect on this agreement.

16. Force Majeure:

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood earth quakes, or other acts of God.

17. Electrical Cords:

- a. All equipment, regardless of source of power, must comply with all national, state, and local safety codes.
- b. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.
- c. Cords shall be plugged directly into approved receptacle.
- d. Do not overload extension cords, or use octopus fixtures, which enable things to run from a single outlet.

- e. Do not repair damaged cords with tape, REPLACE THEM.
- f. The Adams County Fair shall not be responsible for any electrical power surges or any loss of business due to outages.

18. No Exclusives:

The fair strives to maintain a balance of exhibitors and will not grant exclusive product sales to any vendor.

19. Servicing:

All vehicles must be removed from the immediate exhibit area by 3:00 p.m. on Wednesday, August 2, 2017 and by 9:00 a.m. every other day.

20. Sales Tax:

All exhibitors are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Department of Revenue Office at 303-238-7378 or www.colorado.gov

21. Indoor Exhibits:

No sign, partition, apparatus, equipment or furnishings may extend more than 10 feet above the floor in an exhibit space without permission of the Fair Management. No pins or tacks are permitted in drapes, walls, posts, etc. No nails or screws shall be placed into the floor.

22. Aisles:

All aisles shall be kept clean of debris. No interviews, demonstrations, distribution of literature or similar activity shall be permitted outside the exhibit space.

23. Alterations:

All structures work or alterations shall be inspected and approved by the Fair Management. All construction materials used shall comply with existing fire codes or regulations. All flammable materials such as bunting, drapes, etc., shall be fire proofed. All cloth over one square yard unless it is a display product, shall be fire proofed. No crepe paper is permitted.

24. Special Carpentry:

Any special carpentry, gas, steam water or drainage connections shall be installed at the exhibitor's expense with prior approval of the Fair Management. Vendor is responsible for obtaining all necessary permits.

25. Hours of operation:

Booth(s) must be staffed during all open operation hours of the Fair. Exhibitors with unattended booths will automatically forfeit their right to return in future years. The below hours apply to all exhibitors.

Indoor Booths:

Wednesday, August 2nd
4:00 p.m. to 10:00 p.m.

Thursday, August 3rd
10:00 a.m. to 10:00 p.m.

Friday, August 4th
10:00 a.m. to 10:00 p.m.

Saturday, August 5th
10:00 a.m. to 10:00 p.m.

Sunday, August 6th
10:00 a.m. to 8:00 p.m.

Outdoor Booths:

Wednesday, August 2nd
4:00 p.m. to 10:00 p.m.

Thursday, August 3rd
10:00 a.m. to 10:00 p.m.

Friday, August 4th
10:00 a.m. to Midnight

Saturday, August 5th
10:00 a.m. to midnight

Sunday, August 6th
10:00 a.m. to 8:00 p.m.

26. Parking Permits:

Due to limited parking in the exhibitor parking area (located on the East side of the Exhibit hall) only one (1) parking pass will be issued per booth.

Additional parking passes may be purchased for \$25.00 each and will be admitted to the general parking area which is located in lots A & F.

The Adams County Fair will not be responsible for admitting Exhibitor or members of their staff through the gate without a pass. Passes will not be replaced if lost or stolen.

All vehicles must be parked in either the designated vendor parking lot or the general parking lot. Vehicles parked in fire lanes, non designated vendor or general parking lots will be towed.

27. Insurance:

Vendors are required to have a Certificate of Insurance showing a one-million dollar Comprehensive General Liability policy. *The requirements must be valid during the Fair dates and submitted with the signed contract and Adams County must be named as an additional insured.*

28. Indemnification and Release of Liability:

Exhibitors shall indemnify and hold the Adams County Fair, Adams County and their respective officers, employees, agents, volunteers and subsidiaries harmless from any and all claims, liabilities, or other damages of any nature whatsoever, including costs, and attorney's fees, relating to the performance of this agreement.

29. Freight:

The Adams County Fair does not provide storage for exhibitors. Please arrange for any storage needs through local shipping companies.

If exhibitor sends a package to the Adams County Fair, mail and shipping deliveries are made to the Adams County Parks Office located at the entrance of the fairgrounds and **will not be delivered to exhibitor**. The Parks Office hours are Wednesday through Sunday, 8:00 a.m. to 7:30 p.m.

Packages and/or mail sent to the exhibitor and not picked up by the end of the Adams County Fair, will be returned to the sender at the expense of the exhibitor. The County does not assume any responsibility or liability for any packages or shipments. The Adams County Fair will not accept COD packages.

30. Smoking:

Smoking is not permitted in any building at the Adams County Regional Park, in the livestock barns, or grandstand arena.

31. Security:

The County will make every effort to provide adequate building and grounds security during the Adams County Fair. The Adams County Sheriff's Office will provide 24 hour security. The County, however cannot be held responsible for any loss or damage or for injury or for any cause. Exhibitor must make provisions for the safe guarding of their displays and are urged to insure themselves properly against property loss, damage and against the liability for personal injury. Exhibitors must secure their own property.

32. Lost and Found:

Lost and found is located at the Parks Office at the front of the fairgrounds.

33. Amplified Music:

Part of the events planned includes a free stage in the Midway Area. Please be advised that bands will be performing daily with amplified music on this stage.

34. Independent Contractors:

Contractor shall undertake and perform the services of this agreement as an independent contractor and is solely responsible for obtaining and maintaining adequate Worker's Compensation Insurance, personal injury and property insurance, and that all personnel employed by Contractor are not and shall not be employees, agents or servants in the County. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this agreement.

35. Compliance with C.R.S. § 8-17.5-101,ET. SEQ:

Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference

36. Compliance with Laws and Required Conduct:

Exhibitor/Vendor must abide by all local, state, & federal laws, rules and regulations at all times during the course of this agreement. Failure to comply with the terms of this agreement or any misconduct including harassment or mistreatment by any vendor of the Health Department Officials, Adams County Fair Staff, Adams County Sherriff's Office Staff, attendees or fellow exhibitors may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

I HAVE READ AND AGREE TO FOLLOW THE RULES AND REGULATIONS AS SET FORTH IN THE ADAMS COUNTY FAIR RULES AND REGULATIONS AGREEMENT.

Exhibitor's Signature/Date

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



ENTERTAINMENT AGREEMENT
ADAMS COUNTY FAIR
August 2-6, 2017
9755 Henderson Road, Brighton CO 80601
www.adamscountyfair.com
Phone 303.637.8027

This Agreement is entered into this ____ day of _____, 2017, by and between the Board of County Commissioners of the County of Adams, State of Colorado, hereinafter the "County" and _____, hereinafter the "Contractor", consisting of ____ members.

WITNESSETH that for and in consideration of the covenants, agreements, and conditions hereinafter set forth, the parties hereby mutually agree as follows:

1. Contractor will perform on the free stage at the Adams County Fair located at 9755 Henderson Road, Brighton, Colorado 80601 on the ____ of _____, at a.m. /p.m. The performance shall last a minimum of ____ minutes. Contractor shall report 30 minutes prior to the performance.
2. The County agrees to pay, at the conclusion of the above referenced performance, the sum of _____ by check payable to _____.
3. If the Contractor fails to perform at the Adams County Fair, as hereinabove set forth, no payment will be made by the County.
4. Contractor agrees to comply with all ordinances, rules and regulations of the County and all statues of the State of Colorado and other applicable laws.
5. Contractor shall indemnify, hold harmless and defend the County, its officers, agents and employees for, from and against all losses, claims and liabilities arising from the performance of this agreement.
6. In providing services under this agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant or subcontractor of the Contractor shall be deemed to be an employee, agent of servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act 8-40-202(2)(b)(IV). as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.
7. Each party acknowledges that this agreement cannot be assigned or transferred without the written consent of both parties to this agreement.
8. Each party hereto acknowledges that this agreement is entered into within the State of Colorado and that the courts of the County of Adams, State of Colorado, shall have jurisdiction and venue, over any and all claims, controversies, disputes and disagreements arising out of this agreement of the breech thereof.

9. Each party represents and warrants that each has the power and ability to enter into this agreement, to grant the rights granted herein, and to perform the duties and obligations described herein.
10. If, for any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this agreement or if contractor shall violate any of the covenants, agreements or stipulations of the agreement, the County shall thereupon have the right to terminate this agreement immediately by providing a written notice.
11. Number of parking passes allocated (_____).
12. Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference.

BOARD OF COUNTY COMMISSIONERS

By: _____
Casandra Bossingham
Fair & Special Events Manager
9755 Henderson Road
Brighton, CO 80601

CONTRACTOR:

Please Print

By: _____

Address: _____

Phone: _____

Social Security Number: _____

Federal Tax ID Number: _____

Subscribed and sworn to or affirmed before me this _____ day of _____, 2017 in the
County of _____, State of _____.

Signature of Notary or other Qualified Officer

My Commission Expires: _____

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.

Federal Tax Identification Number or Social Security Number _____

Does anyone in Adams County Government work for you or have any other financial interest in your business?

If yes, please explain _____

Concessionaire is required to submit the following materials and only **complete applications** will be processed. The Adams County Fair does not hold concession spaces.

1. Completed and executed concessionaire application.
2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)
3. Photo of Booth (if applicable) and a complete description of items to be sold, demonstrated, etc. Trailers must be skirted on all sides including the hitch. Storage areas must be completely enclosed. Trailer must have sufficient lighting and all signs must be of professional quality. Advertising outside of contracted space is prohibited. Tents are not accepted unless approved by the Adams County Fair Management. ***Tents are subject to further approval by the Greater Brighton Fire Protection District.***
4. Each concessionaire is required to have a Certificate of Insurance showing a Comprehensive General Liability policy in the amount of \$3M, Standard Colorado Worker's Compensation, and Automobile Liability on the vehicle that pulls the concession trailer and on any golf or utility vehicle. ***The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County must be named as additional insured.***
5. Copy of Sales Tax License if applicable.
6. Completed W9 form.
7. Concessionaire must provide the following information:
 - a. Size of hitch, unit and food prep area

Applicant Approval and Selection:

1. Approval and selection of vendors will depend on product type, quality, pricing, and exhibitor history.
2. The Adams County reserves the right to deny rental of concession booth space(s).
3. Previous participation in the Adams County Fair does not give a concessionaire priority treatment.
4. In order to maintain product balance and as a means of encouraging new products, at times it becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt.
5. Selection of any application does not imply endorsement by the Adams County Fair of the concessionaires' products or services.
6. Concessionaires will be notified by email as to the status of their application.
7. The balance of booth space fees is due no later than June 2, 2017. Failure to make full payment of the booth space fee by this date will result in booth assigned on an as available basis and may result in forfeiture of booth space and any monies paid.

COMMERICAL EXHIBITOR BOOTH FEES:

Quantity	Size of booth	Includes	Fee	Total	Grand Total
	M1-M5 30 x 20	Potable water (vendor must provide food grade hose), 2 vendor passes (behind main food line), gray water tank, grease container, electricity to include 20, 30 or 50 amp service	\$3,000.00	\$	\$
	M7-M10 15 x 15	Potable water (vendor must provide food grade hose), 1 vendor pass (west side of indoor arena, lot 4), electricity to include 20, 30 or 50 amp	\$1,500.00	\$	\$
	M11-M15 10 x 10	Potable water (vendor must provide food grade hose), 1 vendor pass (west side of indoor arena, lot 4), electricity to include 20 amp service	\$800.00	\$	\$
	Exhibit Hall	Kitchenette includes sink, freezer and refrigerator, 2 vendor passes (parking in lot E)	\$800.00	\$	\$
	G1-G4 Size Varies	1 vendor pass (parking next to your vendor space at the grandstands), 20 amp service, potable water (vendor must provide food grade hose)	\$800.00	\$	\$
	Commissary	Access to the Waymire Dome commercial kitchen or the Indoor Arena Food Prep Area based on Tri-County Health Recommendations	\$200.00	\$	\$
		Additional Parking Passes – in general parking located in lot A & F	\$25.00	\$	\$
		Grand Total:			S

I have read and agree to all contractual provisions as set forth in this Food Concession Application.

Exhibitor Signature

Date Signed

Fair and Facility Manager

Date Signed

OFFICE USE ONLY

Space Location: _____ Space Number: _____

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

Adams County Fair Concessionaire Rules and Regulations

1. Application Packet:

Exhibitor is required to submit the following materials and only *complete applications* will be processed. The Adams County Fair does not hold concessionaire spaces.

1. Completed and executed concessionaire application.
2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to the Adams County Fair. (\$25.00 charge for returned checks.)
3. Current photo of booth (if applicable) and a complete menu that will be served, including a price list. Once a menu has been submitted, **NO CHANGES WILL BE PERMITTED.**
4. Certificate of Insurance naming the Adams County as an additional insured.
5. Each concessionaire is required to have a Certificate of Insurance showing a Comprehensive General Liability policy in the amount of three-million dollars, Standard Colorado Worker's Compensation, Automobile Liability on the vehicle that pulls the concession trailer and on any golf or utility vehicle. *The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County Fair must be named as additional insured.*
6. Copy of Sales Tax License if applicable.
7. Completed W9 form.
8. Concessionaire must provide the following additional information:
 - a. Size of hitch, unit and food prep area.

2. Concessionaire Approval and Selection:

Approval and selection of concessionaires will depend on product type, quality, pricing and concessionaire history. Adams County reserves the right to deny rental of a concessionaire space(s). Previous participation in the Adams County Fair does not give a concessionaire priority treatment. In order to maintain product balance and as a means of encouraging new products, at times it becomes necessary to deny concessionaire space requests due to a specific location and or physical requirements, space availability or late packet receipt. Selection of any application does not imply endorsement by the Adams County Fair of the concessionaires' products or services. Concessionaires will be notified by email as to the status of their application.

3. Concessionaire Space Fees:

Balance of the concession space fee is due no later than June 2, 2017. Failure to make full payment of the concession space fee by this date will result in concession space assigned on an "as available" basis and may result in forfeiture of concession space and any monies paid.

4. Cancellation and Termination:

In the event of cancellation for any reason by the concessionaire, monies paid shall be refunded only if the County is able to resell the concession space. If the County is unable to resell the concession space(s), then no monies shall be refunded. Cancellations must be received no later than thirty (30) days prior to June 2, 2017 or deposit(s) will be forfeited. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the Adams County Fair. The Adams County Fair shall have the right to immediately terminate this Application for cause, by providing written notice to Concessionaire, should Concessionaire fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Application.

5. County Access to Concessionaire Space:

County and its employees, agents, assigns or volunteers, shall have access to any Concessionaire space/premises at all times. Concessionaire is responsible for securing personal items and the County is not responsible for lost or stolen items.

6. Location of Concessionaire:

Adams County Fair Management reserves the right to relocate or cancel any concessionaire that it determines is not in the best interest of the Fair.

7. Soft Drinks & Ice – Food & Beverage Standards of Delivery

The Adams County Fair is a Coca-Cola sponsored event. All water, soft drinks, sports drinks, additional carbonated beverages and ice must be purchased through the Adams County Fair.

1. Guests walk up to an attractive and clean stand.
 - a. No tarps are permitted.
 - b. All prep areas are to be concealed from the general public view.
2. A professional printed menu with all items is required.
 - a. Guest is able to order any item on the menu.
 - b. No hand written signs are permitted.
 - c. The correct price is posted and collected.
3. Guest standards:
 - a. Guest waits an appropriate length of time for food.
 - b. Guest receives what is ordered and it is attractively presented or wrapped.
 - c. Guest receives hot items hot and cold items cold.
 - d. The standard expectation is that the food is fresh and tastes good.
 - e. Complete satisfaction guaranteed to the guest or item exchanged or money returned.
 - f. At the end of the transaction, guest is thanked for business and wished a good experience.
 - g. Condiments are to be located within the stand in a clean and attractive manner.

8. Motorized Vehicles:

No vehicles are allowed to travel on the Fairgrounds at any time during the Adams County Fair operational hours. During set up, tear down and resupply times in the morning anyone driving any type of motorized vehicle onto the fairgrounds must drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 mile per hour at all times.

The use of any self or motor powered vehicle such as ATV's (4-wheelers), bicycles, scooters, skateboards, roller blades or other skates is NOT PERMITTED. Exceptions are made for the mobility impaired, concessionaires that are in two locations, carnival owners and their authorized agents, approved event staff and police/emergency personnel.

9. Propane Tanks:

Propane tanks must have a permit tag from Brighton Fire Protection District.

10. Concessionaire Conduct & Space Appearance:

Concessionaire shall conduct the operation of the concession in a quiet and orderly manner at all times and shall keep the concession space area neat, clean and free from rubbish. Concessionaire is responsible for the appearance, maintenance and attractive condition of the concession space. Concessionaire is responsible for the proper disposal of all waste products. All garbage and refuse must be secured in plastic bags before depositing in the designated trash containers. Violation of this

paragraph may result in the loss of concessionaire space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental will be authorized under such circumstances.

- a. Weather. Concessionaires should make provisions to protect their display from sun, wind and inclement weather. Concessionaire acknowledges that there is a good possibility of severe wind and weather during the Adams County Fair.
- b. Concessionaires must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.
- c. Tents should be made with a durable, fire resistant material; no tarps are permitted at the Adams County Fair.
- d. Concessionaire staff should be neat, clean and attentive to customers.
- e. If an item is not related to your space's theme or product(s) does not enhance the appearance of your space or is not for sale, it does not belong in the view of the public. Cardboard boxes, storage containers, novels, and miscellaneous sundries should become part of the "backstage" area and not part of your concession decoration.
- f. Concessionaire shall maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. Concessionaire shall keep the premises and every part in a clean and wholesome condition free of any objectionable noises, odors or nuisances.
- g. Concessionaire is responsible for cleaning his/her own concession space area at the end of each day. Concessionaires are required to place all trash in the trash receptacles. County clean-up personnel will not enter the booth space area.

11. Sound Devices:

Concessionaires shall obtain permission from the Fair Management for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that said use will not interfere with any other displays or exhibit. The Fair Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

12. Set-Up:

Concessionaire agrees to have their exhibit or display in place prior to the opening of the fair and fully operational by 4:00 p.m. opening day of the Fair. If concessionaire has not moved in, and completed set up by 4:00 p.m. opening day at the Fair, Adams County reserves the right to resell the concession space. No monies shall be refunded for NO SHOWS.

NO CONCESSIONARE may set up before the prior approval of Fair Management. Concessionaire set up times:

Monday, July 31st from 9:00 a.m. to 5:00 p.m.
Tuesday, August 1st from 9:00 a.m. to 5:00 p.m.

13. Servicing Concessionaire Booth:

Concession booths may only be serviced by outside vendors on the following dates and times:

Wednesday, August 2nd until 2:00 p.m.
Thursday, August 3rd until 9:00 a.m.
Friday, August 4th until 9:00 a.m.
Saturday, August 5th until 9:00 a.m.
Sunday, August 6th until 9:00 a.m.

Large deliveries from Nobel Sysco, Shamrock, Federal Produce, Federal Express, UPS, etc., ***WILL NOT BE PERMITTED INSIDE THE MIDWAY*** during operational hours of the Fair. Please plan accordingly.

14. Tear Down:

All concession spaces must remain totally intact and operational until 8:00 p.m. on Sunday, August 6, 2017. Early teardown will result in denial of future participation in the Adams County Fair.

The carnival will operate until midnight on Sunday, August 6th. All food vendors will be unable to load in or out until Monday, August 7th due to pedestrians walking in the midway - ***NO EXCEPTIONS***.

15. Changes or Alterations:

This application contains the entire agreement between the parties related to the rental and operation of a concession space at the Adams County Fair. There will be no change, alteration, variation or deviation from the terms of this application unless the same is made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future that is not incorporated herein shall have any binding force or effect on this agreement.

16. Force Majeure:

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood earth quakes, or other acts of God.

17. Electrical Cords:

- a. All equipment, regardless of source of power, must comply with all national, state, and local safety codes.
- b. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.
- c. Cords shall be plugged directly into approved receptacle.
- d. Do not overload extension cords, or use octopus fixtures, which enable things to run from a single outlet.
- e. Do not repair damaged cords with tape, REPLACE THEM.
- f. The Adams County Fair shall not be responsible for any electrical power surges or any loss of business due to outages.

18. No Exclusives:

The fair strives to maintain a balance of concessionaires and will not grant exclusive product sales to any vendor.

19. Servicing:

All vehicles must be removed from the immediate exhibit area by 2:00 p.m. on Wednesday, August 2nd and by 9:00 a.m. every other day.

20. Sales Tax:

All concessionaires are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Colorado Department of Revenue at 303-534-1208 or 1-800-332-2085.

21. Tri-County Health Department:

A Special Event Permit must be obtained prior to arrival from the Tri-County Health Department to participate at the Adams County Fair. Tri-County Health Department will inspect all concessionaires on or before opening day of the Fair.

22. Hours of operation:

Concessions must be staffed during all open operation hours of the Fair. Concessionaires with unattended booths will automatically forfeit their right to return in future years. The hours below apply to all concessionaires with the *exception of the Exhibit Hall Concessionaire and Grandstands.*

Wednesday, August 2nd 4:00 p.m. to 10:00 p.m.

Thursday, August 3rd from 10:00 a.m. to 10:00 p.m.

Friday, August 4th from 10:00 a.m. to Midnight

Saturday, August 5th from 10:00 a.m. to Midnight

Sunday, August 6th from 10:00 a.m. to 8:00 p.m.

23. Parking Permits & RV Parking:

The Adams County Fair will not be responsible for admitting Concessionaires or members of their staff through the gate without a pass. Passes will not be replaced if lost or stolen.

Adams County permits overnight RV parking at the Regional Park Complex only for contracted events. During these contracted events, overnight parking use permits are available for purchase at the Adams County Parks Office. These permits must be displayed on the rear view mirror at all times while using the overnight parking facilities at the Regional Park Complex.

- Space with no hook ups - \$10.00 per night
- Space with water and electric hook ups - \$20.00 per night
- Payment must be received by 10:00 a.m. or within one hour after your arrival on the Regional Park Complex grounds, whichever is later.
- Check out time is 11:00 a.m.
- Parking in fire lanes and using building electrical outlets is not permitted.
- Tent camping is not permitted.
- Pets must be kept on a leash while on Regional Park Complex grounds.
- Dump Stations are available for use by overnight RV parking use permit holders only. Grey and black water must be dumped at only the designated dump station.
- No one under the age of 18 is permitted to obtain an overnight RV parking use permit.
- Restrooms and showers are available for guest use only and are located on the outside of the Exhibit Hall.
- Cancellations made at least 48 hours before a scheduled check in date are fully refundable. Cancellations made less than 48 hours prior to check in will be subject to a cancellation charge in the amount equal to the first night's facility fee.
- No marijuana, alcoholic beverages or illegal drugs are permitted on Regional Park Complex grounds.
- All RV's must be kept clean and in good repair.
- The washing of vehicles of any kind is not permitted on Regional Park Complex grounds.
- Quiet hours are daily from 10:00 p.m. to 6:00 a.m. and are strictly enforced.
- Adams County reserves the rights to, at owner's sole expense remove any vehicle(s) in violation of these policies including, but not limited to the failure to timely pay applicable overnight parking use permit fees.
- Violators of the terms of this policy may be fined up to \$300.00 per day.
- Nothing in these policies is construed to create a tenancy of any kind.

There are a limited number of RV parking spaces available at the Adams County Fair. RV parking permits can be obtained through the Adams County Fair office.

24. Insurance:

Concessionaires are required to provide a Certificate of Insurance showing a three-million dollar Comprehensive General Liability, Standard Colorado Worker's Compensation, Automobile Liability on the vehicle that pulls the concession trailer and on any golf or utility vehicle. *The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County must be named as additional insured.*

25. Indemnification and Release of Liability:

Concessionaire shall indemnify and hold the Adams County Fair, Adams County and their respective officers, employees, agents, volunteers and subsidiaries harmless from any and all claims, liabilities, or other damages of any nature whatsoever, including costs, and attorney's fees, relating to the performance of this agreement.

26. Freight:

The Adams County Fair does not provide storage for concessionaires. Please arrange for any storage needs through local storage companies.

If concessionaires' are sent packages to the Adams County Fair, mail and shipping deliveries are made to the Adams County Parks Office located at the entrance of the fairgrounds and will not be delivered to concessionaire. The Parks Office hours are Wednesday through Sunday, 8:00 a.m. to 8:00 p.m.

Packages and/or mail sent to the concessionaire and not picked by the end of the Adams County Fair will be returned to the sender at the expense of the concessionaire. The County does not assume any responsibility or liability for any packages or shipments. The Adams County Fair will not accept COD packages.

27. Smoking:

Smoking is not permitted in any building at the Adams County Regional Park, in the livestock barns, or grandstand arena.

28. Security:

The County will make every effort to provide adequate building and grounds security during the Adams County Fair. The Adams County Sheriff's Office will provide 24 hour security. The County however cannot be held responsible for any loss or damage or for injury or for any cause. Concessionaire must make provisions for the safe guarding of their displays and are urged to insure themselves properly against property loss, damage and against the liability for personal injury. Concessionaire must secure their own property.

29. Lost and Found:

Lost and found is located at the Adams County Parks Office located at the entrance to the fairgrounds.

30. Amplified Music:

Part of the events planned includes a free stage in the Midway Area. Please be advised that bands will be performing daily with amplified music on this stage.

31. Independent Contractors:

Contractor shall undertake and perform the services of this agreement as an independent contractor and is solely responsible for obtaining and maintaining adequate Worker's Compensation Insurance, personal injury and property insurance, and that all personnel employed by Contractor are not and shall not be employees, agents or servants in the County. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands

that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this agreement.

32. Compliance with C.R.S. § 8-17.5-101,ET. SEQ:

Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference

33. Compliance with Laws and Required Conduct:

Exhibitor/Vendor must abide by all local, state, & federal laws, rules and regulations at all times during the course of this agreement. Failure to comply with the terms of this agreement or any misconduct including harassment or mistreatment by any vendor of the Health Department Officials, Adams County Fair Staff, Adams County Sherriff's Office Staff, attendees or fellow exhibitors may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

34. Finance Department:

- A. A completed W9 is required of all concessionaires and must be returned with the completed contract.
- B. The Adams County Fair will continue to distribute food tickets for all volunteers and employees of Adams County. The two ticket colors which will be dated will be provided to you before the opening day of the Fair. It is the responsibility of concessionaire to accept only the approved dated ticket colors. Concessionaire will not be reimbursed for any tickets that are not the approved & dated colors.
- C. Food tickets will be counted on an automated ticket counter by the Finance staff. If you choose to count your own tickets and said tickets do not match the automated counter, the automated counter becomes the final total.
- D. Mandatory check-out will be on Monday, August 7th from 9:00 a.m. to 4:00 p.m. at the Finance office.
 - a. You will be reimbursed for all food tickets via check form. If concessionaire prefers to receive payment via a wire transfer, prior arrangements must be made with the Finance department.
 - b. All Coca-Cola and ice purchases will be reconciled and concessionaire will pay Adams County via check or cash for the balance due on account.

I HAVE READ AND AGREE TO FOLLOW THE RULES AND REGULATIONS AS SET FORTH IN THE ADAMS COUNTY FAIR RULES AND REGULATIONS AGREEMENT.

Exhibitor's Signature/Date

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 21, 2017
SUBJECT: Property Lease for Outdoor Storage on the Van Scoyk property between Adams County and Ernest Diaz d/b/a Brighton Landscaping
FROM: Marc Pedrucci and Nathan Mosley
AGENCY/DEPARTMENT: Parks & Open Space
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Property Lease for outdoor storage on the Van Scoyk property for 2017.

BACKGROUND:

The Parks & Open Space Department (POSD) is requesting BoCC approval of a 1-year Property Lease for outdoor storage on the recently purchased Van Scoyk Open Space property. The Van Scoyk property is a 61-acre irrigated agricultural parcel located at Riverdale Road and 136th Avenue, directly north of the Regional Park, that was purchased as open space in April 2016. The previous property lease included three items: agricultural fields, a residence, and outdoor storage for a landscaping business. The POSD wishes to execute a 1-year Property Lease for outdoor storage with the existing tenant in order to maximize revenue from the property and maintain a presence for security purposes. The POSD is currently working with the Finance Dept. to go out to bid for a long term agricultural lease. The POSD is not going to lease the residence due primarily to the poor condition of the residence.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ADCO Parks & Open Space, Ernest Diaz b/d/a Brighton Landscaping, County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
Property Lease (Outdoor Storage)

FISCAL IMPACT:

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

Fund: 27
Cost Center: 6107

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	6735.1		\$2400
Total Revenues:			<u>\$2400</u>

	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:			<u></u>

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

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

Additional Note:

The current tenant, Ernest Diaz d/b/a Brighton Landscaping, will pay \$200/month to the County for leasing of the Van Scoyk property for 2017 (12 months x \$200 = \$2,400 total revenue).

RESOLUTION APPROVING A PROPERTY LEASE BETWEEN ADAMS COUNTY AND ERNEST DIAZ d/b/a BRIGHTON LANDSCAPING FOR OUTDOOR STORAGE ON THE VAN SCOYK OPEN SPACE

WHEREAS, on April 4, 2016, Adams County purchased the 61-acre Van Scoyk Open Space property; and,

WHEREAS, the County wishes to generate revenue by leasing one (1) acre of the Van Scoyk Open Space property for outdoor storage purposes to Ernest Diaz d/b/a Brighton Landscaping; and,

WHEREAS, Ernest Diaz d/b/a Brighton Landscaping wishes to lease one (1) acre of the Van Scoyk Open Space property for outdoor storage; and,

WHEREAS, Adams County and Ernest Diaz d/b/a Brighton Landscaping have agreed to the terms and conditions of the attached Property Lease.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Property Lease between Adams County and Ernest Diaz d/b/a Brighton Landscaping, a copy of which is attached hereto, is approved.

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

**ADAMS COUNTY, COLORADO
PROPERTY LEASE**

THIS PROPERTY LEASE AGREEMENT (“Lease”) is entered into this ___day of _____, 2017, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4300 South Adams County Parkway, Brighton, Colorado, 80601, hereinafter referred to as “Lessor,” and Ernest Diaz d/b/a Brighton Landscaping, located at 397 South 24th Avenue, Brighton, Colorado, 80601, hereinafter referred to as “Lessee.”

WHEREAS, Lessor agrees to lease a portion of the property located at 10365 East 136th Ave., Brighton, Colorado 80601 (“Property”) to Lessee; and,

WHEREAS, Lessee agrees to rent the Property from Lessor.

NOW, THEREFORE, for the consideration hereinafter set forth, the parties agree as follows:

1. **Property.** Lessor agrees to lease and Lessee agrees to rent the Property, located at 10365 East 136th Avenue, Denver, Colorado 80601. The Property to be leased is approximately 1 acre as shown on Exhibit A and labeled as “outdoor storage area.”
2. **Term.** The term of this Lease is for one (1) year, starting on January 1, 2017, ending at midnight on December 31, 2017. If Lessor wishes to continue leasing the outdoor storage area after December 31, 2017, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. Rent during any month-to-month tenancy shall be paid as set forth in paragraph 3, below, and shall be pro-rated if the Property is vacated prior to the last day of the calendar month.
3. **Rent.** Lessee agrees to pay \$200 per month as rent, due and payable on the first day of each month. The first payment of rent is due upon the signing of this Lease by the Lessee. Tenant must pay a late charge of \$50 for each payment that is more than ten days late.
4. **Security Deposit.** Lessee will not be required to pay a security deposit.
5. **Lessor’s Agent.** The Lessor authorizes the Adams County Parks & Open Space Department to manage the Property on behalf of Lessor.
6. **Use of the Property.** Lessee may use the Property only in the following manners as specified here:
 - a. **Equipment Storage** – Lessee uses the Property as storage for equipment and supplies for a business operation (Brighton Landscaping). Lessee may use the Property to store any and all equipment and supplies owned by Brighton

Landscaping in the outbuildings and outdoor storage area, subject to all local, State, and Federal regulations. Lessee may not allow storage of any equipment or materials that are not owned by Brighton Landscaping.

7. **Eviction.** If Lessee does not pay the rent when due, the Lessee may be evicted pursuant to Colorado statutes. Lessor may also evict Lessee if Lessee does not comply with all of the terms of this Lease and for all other causes allowed by law.
8. **Payments by Lessee.** If Lessee fails to comply with the terms of this Lease, Lessor may take any required action and charge the costs, including reasonable attorney fees, to the Lessee. Failure to pay such additional charges shall be a violation of this lease.
9. **Care of Premises.** Lessee has examined the Property and is satisfied with its present physical condition. Lessee will remove all of Lessee's property at the end of this Lease. Any Property that is left becomes the property of Lessor and may be thrown out.
10. **Alterations.** Lessee shall obtain prior written consent from Lessor to alter or improve the Property.
11. **Compliance with Laws and Hazardous Use.** Lessee must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Property and/or its contents. Lessee will not keep anything on the Property which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Property, including the disposal or storage of construction materials.
12. **No Waiver by Lessor.** Lessor does not give up any rights by accepting rent or by failing to enforce any terms of this Lease.
13. **No Assignment or Sublease.** Lessee shall not sublease the Property or assign this Lease without prior written consent from Lessor.
14. **Entry by Lessor.** Upon reasonable notice, Lessor may enter the Property to inspect it or to protect Lessor's rights pursuant to this Lease. In the case of an emergency or the Lessee's absence, the Lessor may enter the Property without Lessee's consent.
15. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile or email transmission was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Lessor:

Adams County Parks & Open Space Department
Attn: Marc Pedrucci
9755 Henderson Road
Brighton, CO 80601
Phone: 303.637.8014
Email: mpedrucci@adcogov.org

For Lessee:

Ernest Diaz
397 South 24th Avenue
Brighton, CO 80601
Phone: 303.901.2280
Email: cfd80059@msn.com

16. **Quiet Enjoyment.** Lessee may use the Property without interference, subject to the terms of this Lease.
17. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
18. **Injury or Damage.** Lessee shall be solely responsible for any injury or damage caused by the act or neglect of Lessee, Lessee's household members, or their visitors. Lessor is not responsible for any injury or damage unless due to the negligence or improper conduct of Lessor.
19. **Integration of Understanding.** This Lease contains the entire understanding of the parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the parties hereto.
20. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
21. **Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Lessor and Lessee.
22. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of the Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

23. Authorization. Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.

24. Insurance.

- a. Lessor agrees to maintain insurance in an amount not less than \$1,000,000. This policy includes coverage for personal liability, motor vehicle liability (including farm-related machinery), and environmental protection or pollution liability (coverage for protection of soil and ground water from contamination from the use of hazardous chemicals or products).
- b. Lessor agrees that the insurance policy and/or certificate of insurance shall include Adams County as an “additional named insured.”
 - i. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - ii. A clause entitled “Other Insurance Provisions” contained in any policy including Adams County as an “additional named insured” shall not apply to Adams County.
 - iii. The insurance company issuing the policy shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
 - iv. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Lessor.
- c. The insurer must be licensed or approved to do business in the State of Colorado. If the policy required under this Agreement is, or at any time becomes, unsatisfactory to Adams County as to form or substance, or if a company issuing any such policy is, or at any time becomes, unsatisfactory to Adams County, then Lessee shall promptly obtain a new policy, and submit proof of same to Adams County.
- d. Upon failure of Lessee to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of Adams County, may be immediately declared suspended, discontinued, or terminated.
- e. Failure of Lessee in obtaining and/or maintaining any required insurance shall not relieve Lessee from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Lessee concerning indemnification.

- f. The insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled without thirty (30) days prior written notice by certified mail, return receipt requested, to Adams County.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

LESSOR:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

LESSEE:

Ernest Diaz, d/b/a Brighton Landscaping

Date:



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 21, 2017
SUBJECT: Employee Recognition Day Resolution
FROM: Amy Jones, HR Manager
AGENCY/DEPARTMENT: Human Resources
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution.

BACKGROUND:

Every year Adams County has an Employee Recognition Luncheon for employees reaching certain tenure milestones (5 years, 10 years, 15 years, etc.). Each year the BoCC proclaims the day of the luncheon as Adams County Employee Recognition Day.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

All county departments and offices

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION PROCLAIMING FEBRUARY 23, 2017 AS ADAMS COUNTY
EMPLOYEE RECOGNITION DAY**

WHEREAS, the Adams County Board of Commissioners appreciates and recognizes the individual employee contributions that create an effective and responsive county government; and,

WHEREAS, the Board of County Commissioners is committed to acknowledging these contributions in the year 2017; and,

WHEREAS, Adams County traditionally designates one day a year as Employee Recognition Day.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that February 23rd shall be proclaimed Adams County Employee Recognition Day.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 21, 2017
SUBJECT: Resolution Regarding Defense and Indemnification of Michael McIntosh as a Defendant Pursuant to C.R.S. § 24-10-101, et seq., 16-cv-01977
FROM: Heidi Miller, County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Michael McIntosh 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: Michael McIntosh

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

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 MICHAEL MCINTOSH 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, in Resolution 2016-436, the Board of County Commissioners of Adams County agreed to indemnify the other Defendants previously named in this matter.

WHEREAS, Michael McIntosh has been sued in the matter of Alexander Garcia v. Adams County, Colorado, Michael McIntosh, Phil Waken, Christopher Long, Scott Dow, Cooper Cramblet, Cynthia Hill, Kyle Swing, Matthew Marquez, And Robert Hannah in the U.S. District Court, Case Number 16-cv-01977; said Defendant, being an elected official of Adams County at the time of the incident described in the Amended 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 Michael McIntosh 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 Alexander Garcia v. Adams County, Colorado, Michael McIntosh, Phil Waken, Christopher Long, Scott Dow, Cooper Cramblet, Cynthia Hill, Kyle Swing, Matthew Marquez, And Robert Hannah.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 21, 2017
SUBJECT: Changing the signature authority to Eva J. Henry, Chair, for State Division of Criminal Justice Grants to the 17 th Judicial District Attorney's Office, and Signing Civil Rights Reporting Certification of Compliance Form
FROM: Levon Hupfer-Detor
AGENCY/DEPARTMENT: DA Diversion
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners permits the Board Chair to sign all three documents

BACKGROUND:

The 17th Judicial District Attorney's Office was awarded a Federal Justice Assistance Grant and a State Diversion Grant by the Colorado Division of Criminal Justice.

In January of 2017, the Chair of the Board of County Commissioners changed to Eva J. Henry. This position is the Project Signature Authority for both grants. Her signature is needed to change her to the signature authority.

Her signature is also needed to sign the civil rights compliance form for the Federal grant dollars.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

District Attorney's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			0
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION CHANGING SIGNATURE AUTHORITY AND CERTIFICATION OF
COMPLIANCE FOR CIVIL RIGHTS REPORTING FOR THE 17TH JUDICIAL DISTRICT
ATTORNEY'S OFFICE DIVERSION PROGRAM FEDERAL JUSTICE ASSISTANCE
GRANT AND STATE DIVERSION GRANT

WHEREAS, the 17th Judicial District Attorney's Office has been granted a Federal Justice Assistance Grant and a State Diversion Grant award by the State of Colorado Division of Criminal Justice (DCJ) to serve juvenile clients and children in Adams County; and,

WHEREAS, the Chair of the Board of County Commissioners changed in January 2017 to Eva J. Henry, who is the Project Signature Authority for both DCJ Grants; and,

WHEREAS, the Federal Justice Assistance Grant also requires a Federal certification of compliance with civil rights reporting regulations acknowledgement to be signed by the Chair of the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 17th Judicial District Attorney's Office Federal Justice Assistance Grant 'Change in Project Officials' form, and 'Certification of Compliance with Regulations' form, and Diversion Grant 'Change in Project Officials' form, copies of which are attached hereto and incorporated herein by this reference, be and hereby are approved.

BE IT FURTHER RESOLVED that the Chair is authorized to sign both said 'Change in Project Officials' forms and the 'Certification of Compliance with Regulations' form on behalf of Adams County.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 21, 2017
SUBJECT: Ralston House IGA
FROM: Todd Leopold, County Manager's Office
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON: January 24, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution.

BACKGROUND:

The Ralston House organization has been providing forensic investigation services for the Seventeenth Judicial District for a few years now. They are currently residing out of an older facility owned by the City of Northglenn. It was determined that there was a need to look for a more permanent location that could provided the necessary space and forensic investigation services for all of the entities within the judicial district over the next 30 years.

Staff from each of the municipalities and the County have been working together over the past year to formalize an Intergovernmental Agreement that describes the services provided and the estimated construction cost for a new facility that would be paid by the participating entities.

The City of Northglenn has provide the land for the new building and will be paying for all of the operational expenses of this facility once it is constructed. Also, they are going to be submitting a DOLA energy impact grant during this upcoming cycle to assist in the overall construction cost of a new facility.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Seventeenth Judicial District

ATTACHED DOCUMENTS:

Resolution
Intergovernmental Agreement

FISCAL IMPACT:

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

Fund: 0001
Cost Center: 2053.6180

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

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

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

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

Additional Note:

RESOLUTION APPROVING AN AGREEMENT AMONG THE CITY OF NORTHGLENN, RALSTON HOUSE, THE CITIES OF WESTMINSTER, THORNTON, FEDERAL HEIGHTS, BRIGHTON, COMMERCE CITY AND AURORA, THE CITY AND COUNTY OF BROOMFIELD AND THE COUNTY OF ADAMS REGARDING CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF THE NORTHGLENN RALSTON HOUSE

WHEREAS, Ralston House is a child advocacy center that currently provides services to Adams County children who are victims of sexual, emotional and physical abuse, and to the victims' families; and,

WHEREAS, Ralston House mainly provides its services at a Jefferson County facility; and,

WHEREAS, the City of Northglenn wishes to have Ralston House operate out of a new facility to be constructed on property owned by Northglenn; and,

WHEREAS, by means of a previous agreement the above entities contributed funds to design a facility for Ralston House on the Northglenn site; and,

WHEREAS, by means of the attached Agreement the above entities wish to fund construction and construction management costs of the Northglenn Ralston House facility.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement among the City of Northglenn, Ralston House, the cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams regarding construction and construction management of the Northglenn Ralston House, a copy of which is attached and incorporated by this reference, be approved.

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

AN AGREEMENT AMONG THE CITY OF NORTHGLENN, RALSTON HOUSE, THE CITIES OF WESTMINSTER, THORNTON, FEDERAL HEIGHTS, BRIGHTON, COMMERCE CITY AND AURORA, THE CITY AND COUNTY OF BROOMFIELD AND THE COUNTY OF ADAMS REGARDING CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF THE NORTHGLENN RALSTON HOUSE

The following Agreement (the "Phase 2 Agreement") is made on this ___ day of _____, 2017, by and among the City of Northglenn, Ralston House, a Colorado Nonprofit Corporation ("Ralston House") and the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams (all parties with the exception of the Ralston House may be collectively referred to as the "Municipal Parties"):

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the City of Northglenn ("Northglenn") is the owner of a certain parcel of Property located within the City of Northglenn more specifically described in the attached **Exhibit A** (the "Property"); and

WHEREAS, Ralston House is a child advocacy center which for many years has provided professional and comprehensive services for sexually, physically, and emotionally abused children and their families; and

WHEREAS, the Ralston House provides a valuable public service which preserves and promotes the safety, health, and welfare of the citizens within their communities; and

WHEREAS, Ralston House currently provides these services through its Jefferson County facilities, and recently through a facility located on the Property; and

WHEREAS, based on the services currently being provided, the Municipal Parties have previously contributed to developing the design of a new child advocacy center facility to be known as the "Northglenn Ralston House" pursuant to a separate agreement (the "Phase 1 Agreement"); and

WHEREAS, based on the resulting design drawings and associated construction cost estimates, and consistent with Section 3 of the Phase 1 Agreement, the Municipal Parties now desire to enter into this Phase 2 Agreement for the construction and construction management of the Northglenn Ralston House (the "Project"); and

WHEREAS, the Northglenn Ralston House has been designed to provide professional and comprehensive services for sexually, physically, and emotionally abused children and their families to Adams County and Broomfield families in support of law enforcement agencies and the District Attorney now and into the future; and

WHEREAS, the total project cost for the design, construction, and construction management of the Northglenn Ralston House has been estimated at the cost of One Million, Seven Hundred Thousand Dollars (\$1,700,000.00) (the "Total Project Cost"); and

WHEREAS, the Municipal Parties have previously contributed the amount of Two Hundred and Seventy Thousand Dollars (\$270,000.00) for the Phase 1 Agreement; and

WHEREAS, the Municipal Parties desire to fund the construction and construction management of the Northglenn Ralston House in the additional amount of One Million, Seventy-Two Thousand, Five Hundred Dollars (\$1,072,500.00) pursuant to this Phase 2 Agreement, but recognize this amount creates a potential shortfall of approximately Three Hundred Fifty-Seven Thousand, Five Hundred Dollars (\$357,500.00) (the "Shortfall Amount"); and

WHEREAS, the Municipal Parties and the Ralston House desire to seek grant funding to pay the Shortfall Amount; and

WHEREAS, the Municipal Parties desire that the proportionate contributions set forth herein in **Exhibit B** be appropriated to pay the cost of construction and construction management of the Northglenn Ralston House pursuant to this Phase 2 Agreement; and

WHEREAS, in the event funds to cover the Shortfall Amount are not achieved through grants or other sources, the Municipal Parties agree to convene and determine a course of action with respect to the Project.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Phase 2 Agreement, and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Section.

2. Contribution by the Municipal Parties to the Cost of Construction and Construction Management.

- A. The Municipal Parties shall contribute the total amount of One Million, Seventy-Two Thousand, Five Hundred Dollars (\$1,072,500.00), in the proportionate amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Funding Allocation") to be used exclusively for the cost of construction and construction management of the Northglenn Ralston House.
- B. The Municipal Parties shall each contribute the amounts set forth in **Exhibit B** to a Special Account created by the City of Northglenn for the sole purpose of funding the construction and construction management of the Northglenn Ralston House (the "Special Account"). Such amounts, including any unexpended Phase

1 Agreement contributions, along with the Shortfall Amount, shall be paid into the Special Account prior to Northglenn entering into a contract for construction, expending, or agreeing to spend any funds on construction and construction management of the Northglenn Ralston House. Prior to entering into a contract for construction, the City of Northglenn will provide formal notice to the Municipal Parties to remit the amount due under this Agreement, and each of the Municipal Parties shall remit the balance due no later than thirty (30) calendar days after receiving formal notice.

- C. Northglenn shall not enter into any contract for the construction of the Northglenn Ralston House until Northglenn, at its sole discretion, determines that it has sufficient funding within the Special Account to contract for the total cost of constructing the Northglenn Ralston House. In the event the lowest responsive and responsible contractor exceeds the Total Project Cost less the costs incurred pursuant to the Phase 1 Agreement, the Parties agree to meet and confer to determine a course of action for resolving the shortfall. If the Parties subsequently agree to terminate this agreement all monies shall be returned in the same fiscal year in which they were collected.
- D. The Project construction documents and associated contracts with the selected contractor shall specifically provide that there is no privity of contract with any Party and the successful contractor except the City of Northglenn. This Phase 2 Agreement does not create joint and several liability among the Parties as it relates to the Project construction contract.
- E. In the event the Parties, collectively or individually, do not make the contributions necessary to cause the Project to be completed, Northglenn shall have the sole discretion to terminate the Project, and return those funds remaining in the Special Account to the Parties in the same proportion in which they were received. The Parties hereto further waive any right to seek recovery of any funds actually paid by Northglenn to others to pay for costs of the Project as set forth herein.
- F. Upon completion of the Project, which shall be triggered by the Final Settlement by Northglenn in accordance with the provisions of C.R.S. § 38-26-107, Northglenn shall return funds, if any, remaining in the Special Account to the Municipal Parties in the same proportion in which they were received within six (6) months of issuance of a certificate of occupancy, except as provided in paragraph 4(C).

3. Construction and Construction Management of the Northglenn Ralston House.

- A. Northglenn shall contract for, manage, and cause the construction of the Northglenn Ralston House to be completed on the Property. Northglenn shall directly provide general project management services at its sole cost, and may contract with a third party for on-site construction management services which cost shall be included in the Total Project Cost. Northglenn shall utilize the

contracting procedures set forth in the Northglenn Municipal Code for the construction and on-site construction management of the Northglenn Ralston House. Northglenn agrees to spend the amounts more particularly described in this Phase 2 Agreement that are received from the Municipal Parties solely for the construction and construction management of the Northglenn Ralston House.

- B. Northglenn further agrees, at Northglenn's sole cost and expense, to secure any permits required for the Project and to undertake and complete all necessary site preparation work on the Property, including, but not limited to, necessary environmental assessment and all required remediation, relocation of the existing diesel generator and police evidence building, and demolition and removal of the existing Ralston House once the Project for the Northglenn Ralston House is completed as evidenced by the issuance of a permanent certificate of occupancy. The contributions of the Municipal Parties shall not be used to complete the work outlined in this paragraph.
- C. In addition, Northglenn agrees to record against the Property a Deed Restriction in the form attached hereto as **Exhibit C**, and incorporated herein by this reference, agreeing to use the Property as a child advocacy center by the Ralston House or by another entity providing similar services as agreed to by the Municipal Parties, for a period of thirty (30) years from the date that a permanent certificate of occupancy is issued for the completed structure by the local building official, or such lesser time as agreed to by the Parties hereto. The Deed Restriction shall also provide that Northglenn is prohibited from conveying the Property or using the Northglenn Ralston House as collateral of any nature whatsoever during the thirty (30) year period. The Deed Restriction shall be recorded with the Adams County Clerk and Recorder within thirty (30) days after executing a construction contract.
- D. Northglenn agrees not to reduce the square footage of the building in such a manner so as to significantly reduce the functionality of the Northglenn Ralston House. For purposes of this subsection D., the functionality of the Northglenn Ralston House requires no less than three (3) independent and functional pods, and a separate and independent medical room

4. Grant Application(s).

- A. The Municipal Parties and Ralston House acknowledge and agree that the amount provided by the Municipal Parties pursuant to this Phase 2 Agreement is insufficient to complete the construction of the Northglenn Ralston House, and results in the Shortfall Amount. Ralston House and the City of Northglenn, with the cooperation of the other Municipal Parties hereto, shall apply for grant applications to obtain sufficient funding to construct the Northglenn Ralston House.

- B. In the event the Municipal Parties are unable to obtain the Shortfall Amount through grant funding, prior to executing any construction agreement, the Municipal Parties agree to meet and confer and determine a course of action for resolving the Shortfall Amount, which may include utilization of the proportionate amounts set forth in **Exhibit B**.
- C. In the event such grant funding is obtained in excess of the Total Project Cost, such additional grant funding may be used to pay for the furniture, fixtures, and equipment needed to properly equip the facility. Any grant funds received in excess of the Total Project Cost and furniture, fixtures, and equipment costs shall be refunded to the Municipal Parties in the same proportion as provided in the contribution formula (**Exhibit B**) within six (6) months of the issuance of a permanent certificate of occupancy.

5. Covenant Regarding Funding Obligations. Each Municipal Party to this Agreement covenants and agrees to appropriate sufficient funds in their respective 2017 budgets in an amount sufficient to pay the construction and construction management costs set forth in **Exhibit B** to this Phase 2 Agreement. The Municipal Parties acknowledge and agree that in reliance upon such covenants, and subject to receipt of the Shortfall Amounts, Northglenn shall represent that it has sufficient funds to enter into a contract for the construction and construction management of the Northglenn Ralston House as more particularly described in Section 2 of this Agreement.

6. Operation of the Northglenn Ralston House. In consideration for the financial commitments hereunder, and as long as Ralston House is organized as a nonprofit corporation dedicated to providing services for sexually, physically and emotionally abused children and their families, Ralston House agrees for the benefit of the Municipal Parties to provide services to victims and witnesses of crime, including children and adults, for a period of thirty (30) years from the date that a permanent certificate of occupancy is issued for the completed structure by the local building official, or such lesser time as may be mutually agreed to by the Parties hereunder. These services include forensic interviews, victim advocacy, pediatric sex assault medical examinations and other services appropriate for victims and witnesses of crime. Northglenn further agrees to enter into a lease agreement with Ralston House, or another entity providing similar services, to formally set forth the terms and conditions related to the use of the Northglenn Ralston House.

7. Ralston House Lease; Utilities; Maintenance. Northglenn and Ralston House shall prior to completion of the Northglenn Ralston House execute a replacement lease to terminate the existing lease on the Property, and execute a new lease for the Northglenn Ralston House addressing standard lease terms, including, but not limited to, payment of utilities, trash and snow removal, maintenance, repairs and alteration, and such other commercially reasonable terms upon which Northglenn and Ralston House may agree. A copy of the executed Lease shall be provided to the Municipal Parties upon request. In no event are the Municipal Parties, except Northglenn, responsible for any routine and preventive maintenance, utility costs, and on-going capital maintenance associated with the Northglenn Ralston House. Northglenn or Northglenn's designee shall be responsible for on-going capital maintenance.

8. Miscellaneous.
- A. None of the Municipal Parties hereto waive the rights, limitations, and defenses of the Colorado Governmental Immunity Act, or other rights or protections as otherwise provided by law.
- B. The Municipal Parties hereto are separate, independent governmental entities and shall maintain such status throughout.
- C. This Phase 2 Agreement may be executed by the Parties with separate signature pages.
- D. It is understood and agreed that this Phase 2 Agreement is intended to facilitate cooperation between the Parties hereto, and cause the Northglenn Ralston House to be constructed and utilized by the Parties hereto, but nothing in this Phase 2 Agreement shall be construed to establish a separate legal entity and, except as set forth herein, this Phase 2 Agreement does not authorize any Party to act for another for any other purpose whatsoever.
- E. Northglenn agrees to provide periodic reports to the Parties as to the progress of construction as well as an accounting of the funds in the Special Account until the Project is completed. In addition, Northglenn agrees to provide access to the books and records associated with the Project as may be reasonably requested by the Municipal Parties.
- F. Northglenn or the service provider leasing the Property shall provide an annual electronic update to the Municipal Parties addressing the Property repairs completed during the year and the overall condition of the Property.
- G. Notices. Any notice required or permitted by this Phase 2 Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand delivered, sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Parties. Such notice shall be deemed to have been given when deposited in the United States mail.
- H. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Phase 2 Agreement.
- I. Integration and Amendment. This Phase 2 Agreement represents the entire agreement between the Parties with regard to the subject matter of this agreement and there are no oral or collateral agreements or understandings. This Phase 2 Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Phase 2 Agreement is held invalid or

unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Phase 2 Agreement shall continue in full force and effect. All exhibits referred to herein are incorporated herein by this reference.

- J. Governing Law. This Phase 2 Agreement shall be governed by the laws of the State of Colorado.
- K. Venue. Venue for any actions under this Phase 2 Agreement shall be in Adams County, Colorado.
- L. No Third-Party Beneficiaries. It is understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the Parties. It is the intention of the Parties and any person other than the Parties be deemed to be only an incidental beneficiary.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing, Mayor

Date: _____

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Address:
11701 Community Center Drive
Northglenn, CO 80233

RALSTON HOUSE

By: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Address:
c/o City of Arvada
8101 Ralston Road
Arvada, CO 80002

CITY OF WESTMINSTER, COLORADO

By: _____
Donald M. Tripp, City Manager

Date: _____

ATTEST:

Linda Yeager, City Clerk

APPROVED AS TO LEGAL FORM:

David Frankel, City Attorney

Address:
4800 West 92nd Avenue
Westminster, CO 80031

CITY OF THORNTON, COLORADO

By: _____
Jack Ethredge, City Manager

Date: _____

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO FORM:
Luis Corchado, City Attorney

, Deputy City Attorney

Address:
9500 Civic Center Drive
Thornton, CO 80229

CITY OF FEDERAL HEIGHTS, COLORADO

By: _____
_____, Mayor

Date: _____

ATTEST:

Patti Lowell, CMC, City Clerk

APPROVED AS TO FORM:

William P. Hayashi, City Attorney

Address:
2380 West 90th Avenue
Federal Heights, CO 80260

CITY OF BRIGHTON, COLORADO

By: _____
Richard N. McLean, City Mayor

Date: _____

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, City Attorney

Address:
500 South 4th Avenue
Brighton, CO 80601

CITY OF COMMERCE CITY, COLORADO

By: _____

Date: _____

ATTEST:

Laura Bauer, City Clerk

APPROVED AS TO FORM:

Robert Sheesley, City Attorney

Address:
7887 East 60th Avenue
Commerce City, CO 80022

CITY OF AURORA, COLORADO

By: _____
Stephen D. Hogan, Mayor

Date: _____

ATTEST:

Janice Napper, City Clerk

APPROVED AS TO FORM:
Michael J. Hyman, City Attorney

Assistant City Attorney

Address:
151 East Alameda Parkway
Aurora, CO 80012

CITY AND COUNTY OF BROOMFIELD

By: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

William A. Tuthill III, City and County Attorney

Address:
One DesCombes Drive
Broomfield, CO 80020

ADAMS COUNTY

By: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Heidi M. Miller, County Attorney

Address:
4430 South Adams County Parkway
Brighton, CO 80601

LEGAL DESCRIPTION: LEASE PARCEL

THAT PART OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, THENCE SOUTH 00°01'28" WEST ALONG THE WEST LINE OF THE PUBLIC RIGHT-OF-WAY EASEMENT AS DESCRIBED IN THE RIGHT-OF-WAY SURVEY RECORDED IN BOOK 1 AT PAGE 4132, RECEPTION NO. 2012-110, ADAMS COUNTY RECORDS, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID PUBLIC RIGHT-OF-WAY EASEMENT; THENCE SOUTH 89°43'53" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 149.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 03°00'10" EAST A DISTANCE OF 139.33 FEET; THENCE NORTH 86°32'31" EAST A DISTANCE OF 12.06 FEET; THENCE SOUTH 05°58'10" EAST A DISTANCE OF 67.86 FEET; THENCE NORTH 88°06'53" EAST 86.78 FEET; THENCE NORTH 02°03'26" WEST A DISTANCE OF 202.68 FEET, TO THE SOUTH LINE OF SAID PUBLIC RIGHT-OF-WAY EASEMENT; THENCE NORTH 89°43'53" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 105.85 FEET TO THE POINT OF BEGINNING.
CONTAINS 20,362 SQUARE FEET OR 0.4674 ACRES MORE OR LESS.

BASIS FOR BEARINGS:

THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF THE SECTION 9, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, (THE NORTHWEST CORNER AND THE NORTH ONE-QUARTER CORNER ARE BOTH 3- $\frac{1}{4}$ " ALUMINUM CAP, ILLEGIBLE, IN A RANGE BOX) IS ASSUMED TO BEAR NORTH 89°42'04" EAST.

EXHIBIT B
CONTRIBUTIONS BY MUNICIPAL PARTIES

Municipality	Hybrid %	Amount
Adams County (Sheriff's Office, DA Office, Dept. of Human Services)*	26.86%	\$ 319,970
Aurora PD*	5.81%	\$ 51,570
Brighton PD	7.88%	\$ 77,910
Broomfield (PD and Dept. of Human Services)	10.60%	\$ 112,669
Commerce City PD	7.97%	\$ 79,094
Federal Heights PD	3.25%	\$ 18,942
Northglenn PD	4.73%	\$ 37,798
Thornton PD	15.88%	\$ 179,973
Westminster PD	17.03%	\$ 194,574
Totals	100.00%	\$ 1,072,500

EXHIBIT C

In consideration of the receipt of funding for the Northglenn Ralston House from the Cities of Northglenn, Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams (collectively, the Municipal Parties”), the City of Northglenn as the owner of the Property attached hereto as Exhibit A (the “Property”) hereby consents and agrees to use the Property as a child advocacy center by the Ralston House, a Colorado nonprofit corporation, or by the Ralston House’s successor in interest, for a period of thirty (30) years from _____, 2018 [[the date that a certificate of occupancy is issued], or such lesser time as agreed to in a written document approved by the Municipal Parties, this restriction hereby being declared by the Parties hereto to be a covenant running with the Property.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 21, 2017
SUBJECT: Additional Expenditure for Primary and General Election Ballot Printing Services
FROM: Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Clerk and Recorder's Office, Elections Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two for the Primary and General Election ballot printing services with Integrated Voting Solutions

BACKGROUND:

In 2015, Integrated Voting Solutions (IVS) was awarded a contract by the County to perform ballot printing services for the 2015 election. The Elections Department was pleased with the service provided by IVS for the 2015 election, and was granted permission from the Board of County Commissioners (BOCC) to utilize the first of two contract renewal options with IVS at the estimated amount of \$192,500.00 for the 2016 Primary and General elections. The estimated cost was based on the use of 19" ballots for the 2016 General Election. However, due to the amount of required information to be listed on the 2016 General Election ballot, it was determined that a 22" ballot was required.

Due to the need for the larger ballot, the Elections Department was unable to utilize any of its in house "Ballot on Demand" printing equipment which led to an additional cost of an estimated \$80,000.00. The Elections Department was also charged an additional thirteen cents per ballot printed by IVS, as well as an increased cost for envelope and secrecy sleeve printing due to the increased ballot size. Consideration was made by the Elections Department to utilize a two page ballot instead of the 22" ballot for the general election. However, this process would have been much less efficient and more expensive than using the 22" ballot. In total, the cost of ballot, envelope and secrecy sleeve printing for the 2016 Primary and General elections was \$418,911.19. Adams County has currently paid IVS the amount of \$191,624.50 for these services and owes IVS the remaining balance of \$227,286.69. The Elections Department is recommending the approval of Amendment Two to pay the remaining balance for these services.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Clerk and Record's Office Elections 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: 1
Cost Center: 1022

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8025	10221601W	\$227,286.69
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$227,286.69</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPROVING AMENDMENT TWO FOR THE ADDITIONAL
EXPENDITURE TO INTEGRATED VOTING SOLUTIONS INC., FOR BALLOT,
ENVELOPE AND SECRECY SLEEVE PRINTING AND MAILING SERVICES FOR
THE ELECTIONS DEPARTMENT OF THE CLERK AND RECORDER'S OFFICE**

WHEREAS, on June 4, 2015 Integrated Voting Solutions Inc., submitted a proposal for RFP 2015.043 to provide ballot, envelope and secrecy sleeve printing and mailing services for the Elections Department of the Clerk & Recorder's Office, and,

WHEREAS, on August 11, 2015, Integrated Voting Solutions Inc., was awarded a contract to perform these services, and,

WHEREAS, the contract with Integrated Voting Solutions Inc., was renewed on July 12, 2016, and,

WHEREAS, Integrated Voting Solutions Inc. has been paid the original anticipated cost of the 2016 contract in the amount of \$191,624.50; and,

WHEREAS, due to unforeseen circumstances, the total cost of ballot, envelope and secrecy sleeve printing for the 2016 Primary and General elections was \$418,911.19, and,

WHEREAS, Integrated Voting Solutions Inc., is owed the remaining balance for services rendered in the additional amount of \$227,286.69.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the additional expenditure be made to Integrated Voting Solutions Inc., as listed in this Resolution.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 21, 2017
SUBJECT: Network and phone upgrades for the District Attorney's Office and Justice Center
FROM: Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Information Technology Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves a bid award to Advanced Network Management for network and phone upgrades for the District Attorney and Justice Center buildings

BACKGROUND:

The Adams County District Attorney's Office and the non-judicial employees located at the Justice Center are currently supporting their voice services with an outdated Avaya phone system. In order to standardize with existing equipment, the Information Technology Department needs to upgrade this phone system to a modern Cisco voice over IP system. This upgrade will result in the following benefits:

- Provide District Attorney staff the ability to automatically digitally record and archive phone calls for evidentiary purposes
- Automatic failover/redundancy in the event of equipment failure
- 4-digit dialing to many other County buildings
- Improved conference calling capabilities
- Video calling

A formal Invitation for Bid (IFB) was posted on Rocky Mountain E-Purchasing (BidNet). Bids were opened on January 30, 2017. Three (3) firms submitted responses.

1. Advanced Network Management (ANM) – Denver, Colorado - \$319,623.08
2. OneNeck IT Solutions – Greenwood Village, Colorado - \$322,148.95
3. Venture Technologies – Englewood, Colorado - \$338,864.60

After a thorough review of the bid responses by the IT Department, it was determined that ANM is the lowest most responsive and responsible bidder for these products and services. It is recommended that the

award be made to ANM for the network and phone upgrades in the District Attorney and Justice Center buildings in the not to exceed amount of \$319,623.08.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Information Technology 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: 1058

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7555	1058 1501	\$446,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$446,000</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

N/A

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT TO
ADVANCED NETWORK MANAGEMENT TO PROVIDE A NETWORK AND
PHONE UPGRADE FOR THE DISTRICT ATTORNEY
AND JUSTICE CENTER BUILDINGS

WHEREAS, Advanced Network Management (ANM) submitted a bid on January 30, 2017 to provide a network and phone upgrade for the District Attorney and Justice Center buildings; and,

WHEREAS, after a thorough evaluation it was deemed that ANM was the most responsive and responsible bidder; and,

WHEREAS, ANM agrees to provide a network and phone upgrade for the District Attorney and Justice Center buildings in the not to exceed amount of \$319,623.08.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Advanced Network Management to provide a network and phone upgrade for the District Attorney and Justice Center buildings.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 21, 2017
SUBJECT: Consultant Services for Change Recommendations regarding the Adams County Development Standards and Regulations
FROM: Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Community and Economic Development Department
HEARD AT STUDY SESSION ON: 01/31/2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award to TischlerBise to provide consultant services change recommendations regarding the Adams County Development Standards and Regulations.

BACKGROUND:

The Board of County Commissioners (BoCC) at a study session on July 19, 2016, provided direction to the staff of the Community and Economic Development Department to review the County's Development Standards and Regulations and make recommendations for change. The BoCC specifically directed staff to review Adams County's Traffic Impact Fees, Adams County Landscaping Regulations revisions, and provide a legal review to identify potential conflicts in Adams County Development Standards and Regulations.

A formal Request for Proposal was posted on Rocky Mountain ePurchasing System (Bidnet) on November 10, 2016. Proposals were opened on January 3, 2017. The County received one proposal from TischlerBise. The proposal was evaluated on the following criteria:

- Project Schedule and ability to meet timeline
- Project Team, Past Project Experience and Client References
- Project Approach
- Project Fee Structure & Cost Estimate

After a thorough evaluation, TischlerBise was deemed to be a responsive and responsible proposer. Staff is requesting to award an agreement with TischlerBise to provide recommendations for changes to the Adams County's Landscaping Regulations, Adams County's Traffic Impact Fee, and a Legal Review of Adams County Development Standards and Regulations in the not to exceed amount of one hundred ninety-four thousand nine hundred and forty dollars (\$194,940.00).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and 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 & 00013
Cost Center: 3064, 1082, 3061

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	7635		202,500.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>202,500.00</u>

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

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

Additional Note:

2016 Carry Forward from the following business units

3064.7635	\$42,500.00
1082.7635	\$60,000.00
<u>3061.7635</u>	<u>\$100,000.00</u>
Total	\$202,500.00

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PROPOSAL AND AWARDING AN AGREEMENT TO
TISCHLERBISE FOR RECOMMENDATIONS REGARDING THE ADAMS COUNTY
DEVELOPMENT STANDARDS AND REGULATIONS

WHEREAS, TischlerBise submitted a proposal on December 22, 2016 to provide consulting services for recommendations regarding Adams County Development Standards and Regulations for the Community and Economic Development Department; and,

WHEREAS, after thorough evaluation it was deemed that TischlerBise was the most responsive and responsible proposer; and,

WHEREAS, TischlerBise agrees to provide consulting services for recommendations regarding the Adams County Development Standards and Regulations in the not to exceed amount of one hundred ninety-four thousand nine hundred and forty dollars (\$194,940.00).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to TischlerBise to provide consulting services for recommendations regarding the Adams County Development Standards and Regulations for the Adams County Community and Economic Development Department.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 21, 2017
SUBJECT: Truck Hauling Services
FROM: Todd Leopold, County Manager Bryan Ostler, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Transportation Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a contract renewal with H2 Enterprises and JK Transports Inc., to provide Truck Hauling Services.

BACKGROUND:

The Transportation Department Operations Division uses 25 tandem trucks which haul roughly 14 tons per truck. These trucks are utilized for various types of work including, but not limited to: asphalt repair, excavating, ditching, street sweeping, and litter control. Due to hauling capacity, these trucks are more efficient and better utilized in short hauls within their assigned area and not for long distance hauls.

Due to weather and workload backlogs, the Transportation Department recognizes the need to contract long distance trucking hauling services to catch up on gravel maintenance, pavement maintenance, ROW maintenance, and drainage maintenance in eastern Adams County. The Transportation Department reviewed and evaluated their maintenance operations and found by utilizing contract truck hauling, they will experience an increase in production and realize significant time saving allowing other vital work functions to be completed.

A formal Invitation for Bid was issued in June 2016 and Adams County awarded contracts to JK Transports, Inc., and H2 Enterprises for long distance truck hauling services. Both companies will either maintain their hourly rates or lowered their rates depending on the type of truck required. The Transportation Department has estimated 12,600 hours of hauling.

Truck Type	JK Transport/2016	JK Transport/2017	H2 Enterprise2016	H2 Enterprise/2017
Tandem	\$72.00	\$72.00	\$75.00	\$75.00
End Dump	\$90.00	\$89.00	N/A	\$89.00
Side Dump	\$90.00	\$90.00	\$89.25	\$89.00
Belly Dump	\$90.00	\$89.00	\$89.25	\$89.00
Live Bottom		\$90.00		\$92.50

The tonnage distribution per company is as follows:

JK Transports			
Item	Total Est. QTY	Unit Cost	Extended
Tandem	2520	\$ 72.00	\$ 181,440.00
End Dump	320	\$ 89.00	\$ 28,480.00
Side Dump	0	\$ 90.00	\$ -
Belly Dump	955	\$ 89.00	\$ 84,995.00
Live Bottom	3780	\$ 90.00	\$ 340,200.00
Total Hours	7575	Total Bid	\$ 635,115.00

60.11% of total program hours
58.67% of total program value

H2 Enterprises			
Item	Total Est. QTY	Unit Cost	Extended
Tandem	0	\$ 75.00	\$ -
End Dump	311	\$ 89.00	\$ 27,679.00
Side Dump	3780	\$ 89.00	\$ 336,420.00
Belly Dump	934	\$ 89.00	\$ 83,126.00
Live Bottom	0	\$ 92.50	\$ -
Total Hours	5025	Total Bid	\$ 447,225.00

39.88% of total program hours
41.32% of total program value

The total cost for the 2017 truck hauling services needed for gravel maintenance, pavement maintenance, ROW maintenance, and drainage maintenance in the eastern area of Adams County is \$1,082,340.00. The Transportation Department Operations Division recommends renewing the agreements with JK Transports, Inc., and H2 Enterprises.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Transportation Department Operations Division

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 013
Cost Center: 3031

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7470		\$2,940,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

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

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

Additional Note:

RESOLUTION APPROVING THE RENEWAL OF THE CONTRACT WITH, H2
ENTERPRISES LLC FOR TRUCK HAULING SERVICES FOR THE TRANSPORTATION
DEPARTMENT

WHEREAS, H2 Enterprises LLC, submitted a bid for long distance truck hauling services in 2016 for the Transportation Department; and,

WHEREAS, H2 Enterprises LLC, was the lowest responsive and responsible bidder for side dump and belly dump trucks at \$89.25 per hour; and,

WHEREAS, H2 Enterprises LLC, lowered the hourly rates to \$89.00 for the side dump and belly dump trucks in 2017; and,

WHEREAS, H2 Enterprises LLC will provide end dump trucks at \$89.00 per hourly in 2017; and,

WHEREAS, H2 Enterprises LLC, agrees to provide the services set forth in the bid materials, in an amount not to exceed \$447,225.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to H2 Enterprises LLC, under the terms and conditions listed in the bid materials.

BE IT FURTHER RESOLVED that the Purchasing Agent is hereby authorized to sign the purchase order with H2 Enterprises, for said work, after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 21, 2017
SUBJECT: Truck Hauling Services
FROM: Todd Leopold, County Manager Bryan Ostler, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Transportation Department Operations Division
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a contract renewal with H2 Enterprises and JK Transports Inc., to provide Truck Hauling Services.

BACKGROUND:

The Transportation Department Operations Division uses 25 tandem trucks which haul roughly 14 tons per truck. These trucks are utilized for various types of work including, but not limited to: asphalt repair, excavating, ditching, street sweeping, and litter control. Due to hauling capacity, these trucks are more efficient and better utilized in short hauls within their assigned area and not for long distance hauls.

Due to weather and workload backlogs, the Transportation Department recognizes the need to contract long distance trucking hauling services to catch up on gravel maintenance, pavement maintenance, ROW maintenance, and drainage maintenance in eastern Adams County. The Transportation Department reviewed and evaluated their maintenance operations and found by utilizing contract truck hauling, they will experience an increase in production and realize significant time saving allowing other vital work functions to be completed.

A formal Invitation for Bid was issued in June 2016 and Adams County awarded contracts to JK Transports, Inc., and H2 Enterprises for long distance truck hauling services. Both companies will either maintain their hourly rates or lowered their rates depending on the type of truck required. The Transportation Department has estimated 12,600 hours of hauling.

Truck Type	JK Transport/2016	JK Transport/2017	H2 Enterprise2016	H2 Enterprise/2017
Tandem	\$72.00	\$72.00	\$75.00	\$75.00
End Dump	\$90.00	\$89.00	N/A	\$89.00
Side Dump	\$90.00	\$90.00	\$89.25	\$89.00
Belly Dump	\$90.00	\$89.00	\$89.25	\$89.00
Live Bottom		\$90.00		\$92.50

The tonnage distribution per company is as follows:

JK Transports			
Item	Total Est. QTY	Unit Cost	Extended
Tandem	2520	\$ 72.00	\$ 181,440.00
End Dump	320	\$ 89.00	\$ 28,480.00
Side Dump	0	\$ 90.00	\$ -
Belly Dump	955	\$ 89.00	\$ 84,995.00
Live Bottom	3780	\$ 90.00	\$ 340,200.00
Total Hours	7575	Total Bid	\$ 635,115.00

60.11% of total program hours
58.67% of total program value

H2 Enterprises			
Item	Total Est. QTY	Unit Cost	Extended
Tandem	0	\$ 75.00	\$ -
End Dump	311	\$ 89.00	\$ 27,679.00
Side Dump	3780	\$ 89.00	\$ 336,420.00
Belly Dump	934	\$ 89.00	\$ 83,126.00
Live Bottom	0	\$ 92.50	\$ -
Total Hours	5025	Total Bid	\$ 447,225.00

39.88% of total program hours
41.32% of total program value

The total cost for the 2017 truck hauling services needed for gravel maintenance, pavement maintenance, ROW maintenance, and drainage maintenance in the eastern area of Adams County is \$1,082,340.00. The Transportation Department recommends renewing the agreements with JK Transports, Inc., and H2 Enterprises.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Transportation Department Operations Division

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 013
Cost Center: 3031

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7470		\$2,940,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

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

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

Additional Note:

RESOLUTION APPROVING THE RENEWAL OF THE CONTRACT WITH, JK
TRANSPORT, INC., FOR TRUCK HAULING SERVICES FOR THE TRANSPORTATION
DEPARTMENT

WHEREAS, JK Transport, Inc., submitted a bid for long distance truck hauling services in 2016 for the Transportation Department; and,

WHEREAS, JK Transport, Inc., was the lowest responsive and responsible bidder for end dump trucks at \$90.00 per hour; and,

WHEREAS, JK Transport, Inc., agrees to maintain pricing in 2017 for the end dump truck hourly rate of \$89.00 and tandem trucks at the \$72.00 hourly rate; and,

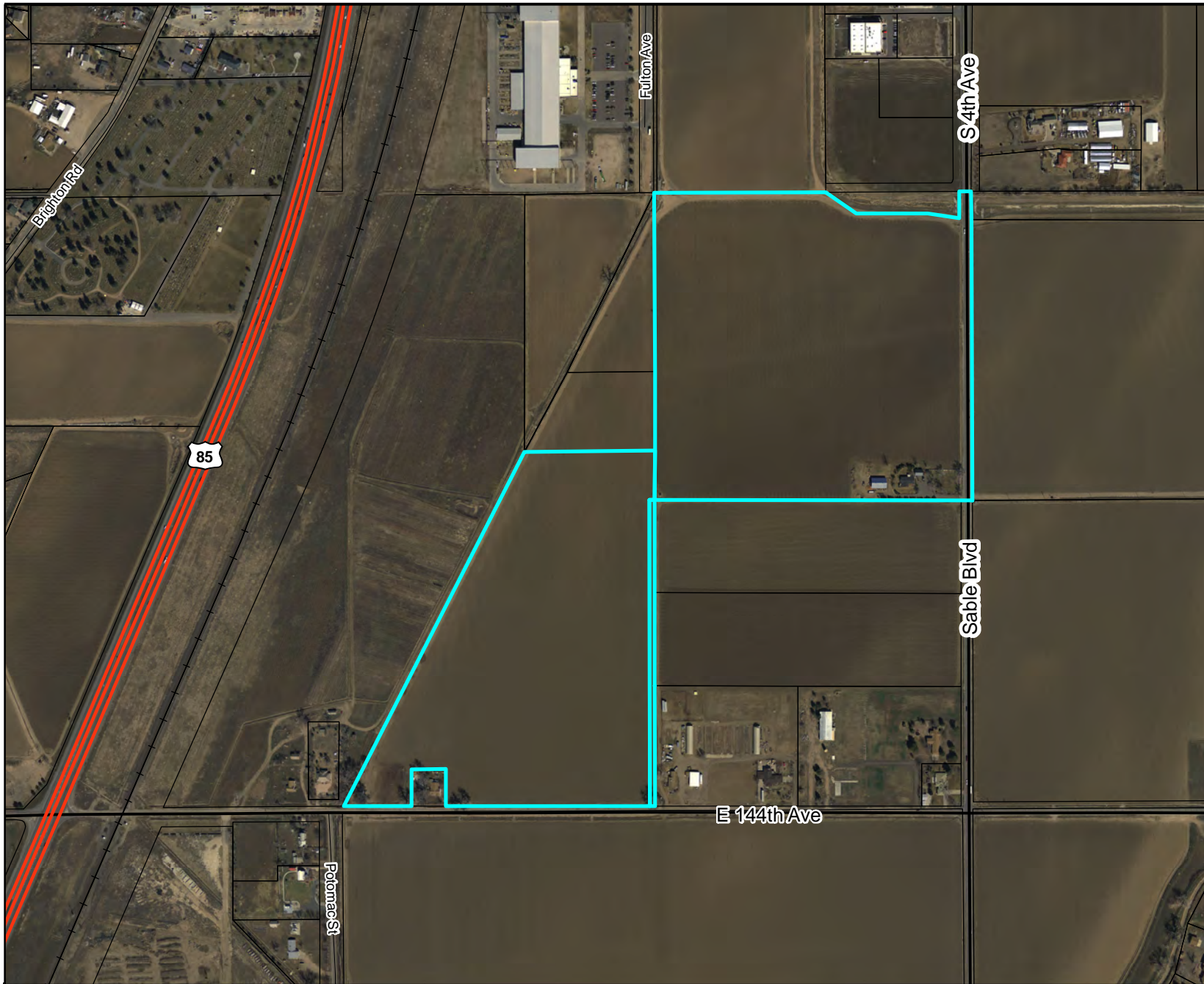
WHEREAS, JK Transport, Inc., lowered their pricing for the belly dump trucks to \$89.00 per hour; and,

WHEREAS, JK Transport, Inc., is the lowest responsive and responsible bidder for the live bottom trucks at the hourly rate of \$90.00; and,

































WHEREAS, JK Transport, Inc., agrees to provide the services set forth in the bid materials, in an amount not to exceed \$635,115.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to JK Transport, Inc., under the terms and conditions listed in the bid materials.

BE IT FURTHER RESOLVED that the Purchasing Agent is hereby authorized to sign the purchase order with JK Transport, Inc., for said work, after negotiation and approval as to form is completed by the County Attorney's Office.



LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
-  Major Water
-  Zoning Line
-  Sections
- Zoning Districts**
-  A-1
-  A-2
-  A-3
-  R-E
-  R-1-A
-  R-1-C
-  R-2
-  R-3
-  R-4
-  M-H
-  C-0
-  C-1
-  C-2
-  C-3
-  C-4
-  C-5
-  I-1
-  I-2
-  I-3
-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

Sable Farmland Subdivision Exemption

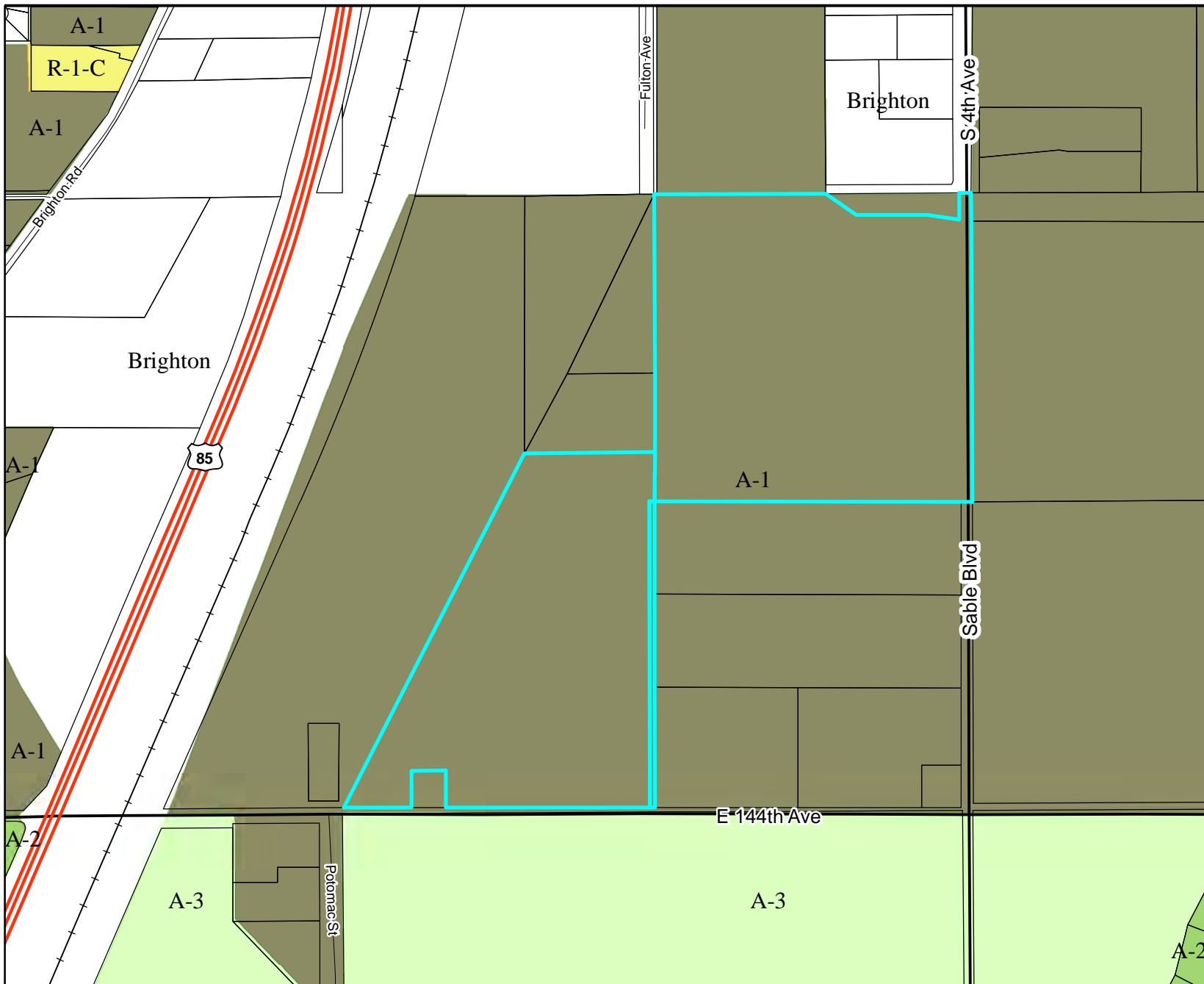
PLT2016-00029



































For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
-  Major Water
-  Zoning Line
-  Sections
- Zoning Districts**
-  A-1
-  A-2
-  A-3
-  R-E
-  R-1-A
-  R-1-C
-  R-2
-  R-3
-  R-4
-  M-H
-  C-0
-  C-1
-  C-2
-  C-3
-  C-4
-  C-5
-  I-1
-  I-2
-  I-3
-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

Sable Farmland Subdivision Exemption

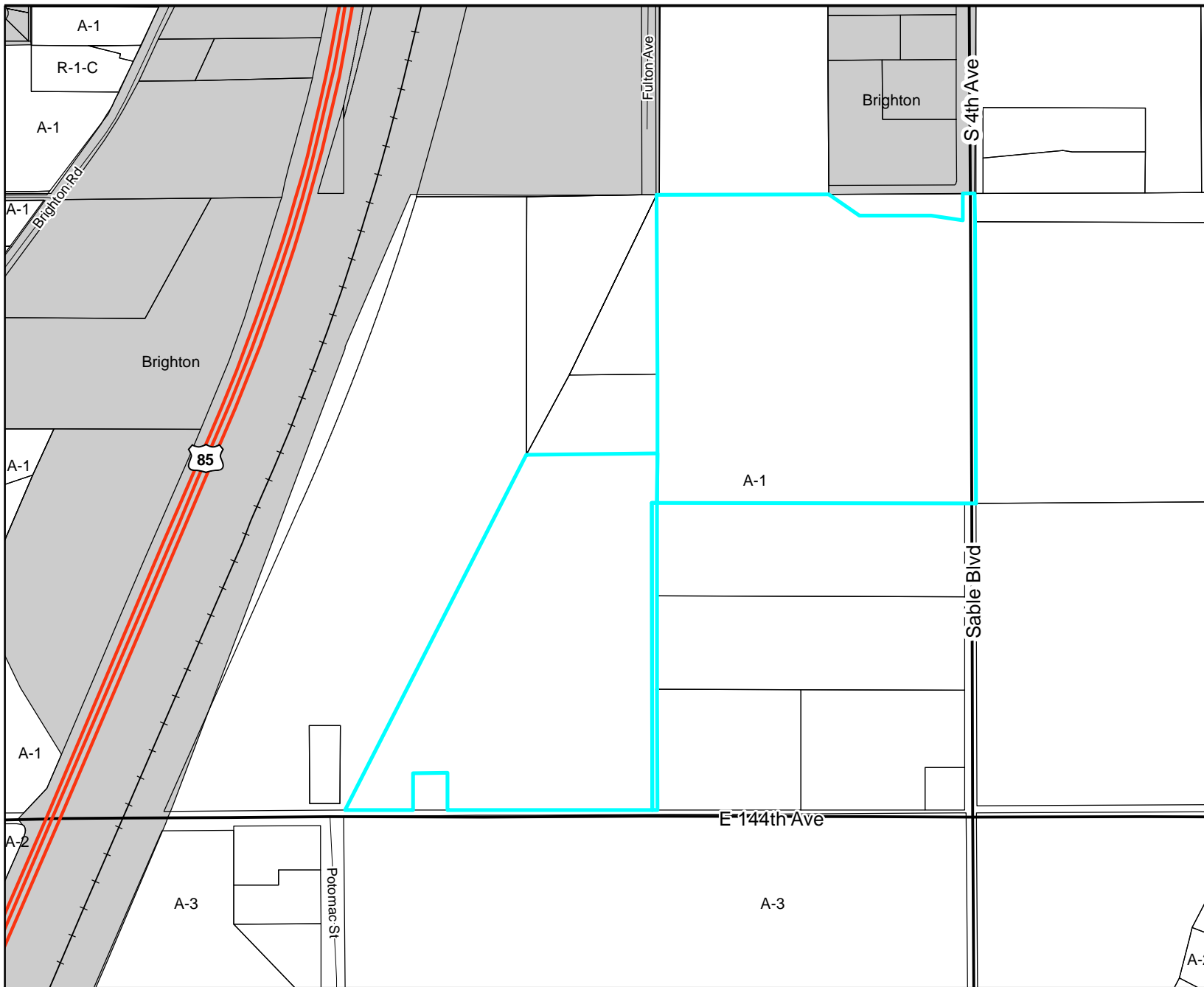
PLT2016-00029



































For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
-  Major Water
-  Zoning Line
-  Sections
- Zoning Districts**
-  A-1
-  A-2
-  A-3
-  R-E
-  R-1-A
-  R-1-C
-  R-2
-  R-3
-  R-4
-  M-H
-  C-0
-  C-1
-  C-2
-  C-3
-  C-4
-  C-5
-  I-1
-  I-2
-  I-3
-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

Sable Farmland Subdivision Exemption

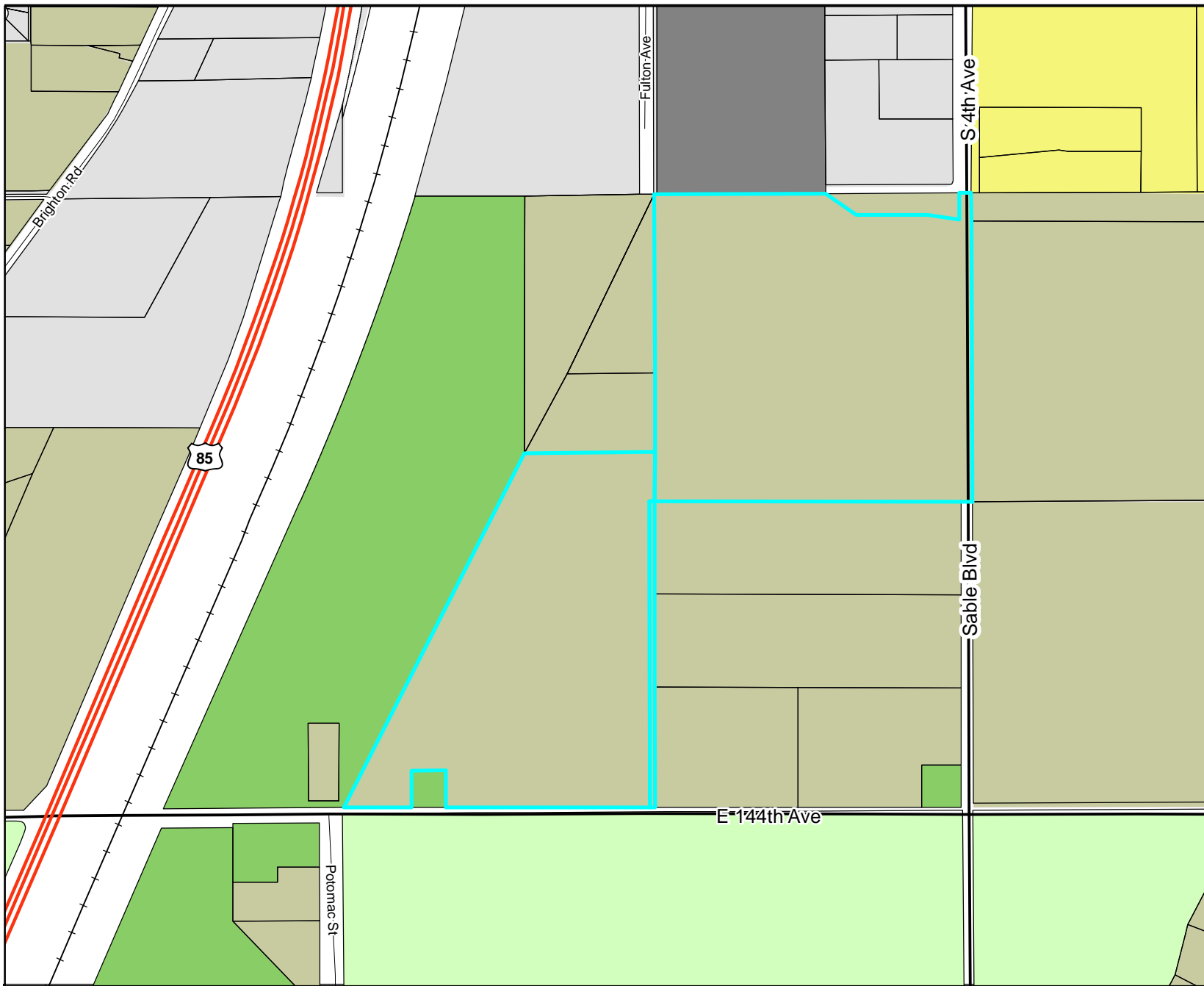
PLT2016-00029



































For display purposes only.



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LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
-  Major Water
-  Zoning Line
-  Sections
- Zoning Districts**
-  A-1
-  A-2
-  A-3
-  R-E
-  R-1-A
-  R-1-C
-  R-2
-  R-3
-  R-4
-  M-H
-  C-0
-  C-1
-  C-2
-  C-3
-  C-4
-  C-5
-  I-1
-  I-2
-  I-3
-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

Sable Farmland Subdivision Exemption

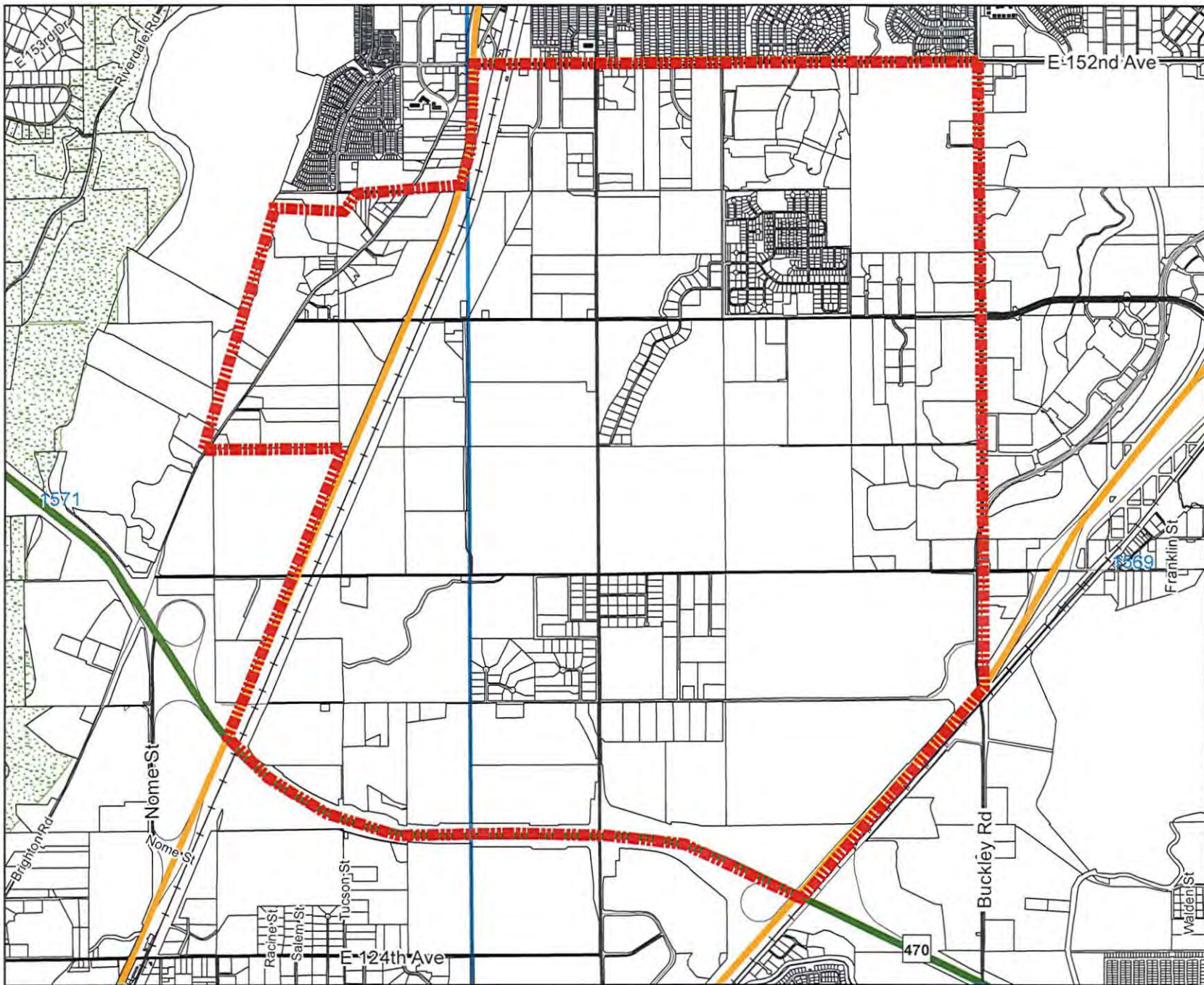
PLT2016-00029



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend



Generalized District Plan Boundary

Exhibit 1 - Maps

Exhibit 1.1 Simple

Case Name: The District Plan
Case Number: PLN2016-00005



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

February 21, 2017

CASE No.: PLT2016-00029	CASE NAME: Sable Farmland Exemption
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Owner's Name:	Robert H. Hattendorf and Anne E. Anderson
Applicant's Name:	Christine Quinlan (The Conservation Fund)
Applicant's Address:	1942 Broadway, Suite 323, Boulder, CO 80304
Location of Request:	13701 E. 144 th Avenue
Nature of Request:	Subdivision Exemption to create two lots
Zone District:	Agricultural-1 (A-1)
Site Size:	Approximately 70 acres
Proposed Uses:	Agricultural (Conservation Easement) and Oil/Gas Facility
Existing Use:	Agricultural
Hearing Date(s):	BOCC: February 21, 2017/ 9:30 am
Hearing Location:	4430 S. Adams County Parkway, Brighton, CO 80601 / Public Hearing Room 1st Floor
Report Date:	January 31, 2017
Case Manager:	Emily Collins <i>EAC</i>
Staff Recommendation:	APPROVAL with 2 Findings-of-Fact and 1 Condition Precedent

SUMMARY OF PREVIOUS APPLICATIONS

On April 5, 2016, the Board of County Commissioners ratified a decision by the Adams County Planning Commission to approve an amendment to the County's Comprehensive Plan. The amendment, known as the District Plan, is a collaborative effort between the City of Brighton and Adams County to preserve and promote the agricultural heritage of the south Brighton area. The Plan encompasses approximately 5,000 acres of land and seeks to promote agritourism activities, public-private partnerships with developers, and land preservation through context sensitive development. The subject property is within the boundaries of the District Plan and intent of the request is to preserve a large portion of the property through a conservation easement.

On October 17, 2016, staff held a conceptual review meeting with the applicant to discuss requirements for exemption from subdivision to allow for the creation of two lots on the subject property.

SUMMARY OF APPLICATION

Background:

The Conservation Fund, on behalf of the property owners, is requesting a subdivision exemption to create two lots. Currently, the property consists of three parcels totaling approximately 71.8 acres and developed with one single-family dwelling, several agricultural accessory buildings, and an oil and gas facility. A portion of the eastern property boundary abuts Sable Blvd. and a portion of the southern boundary abuts E. 144th Ave. A majority of the site is undeveloped and intended to remain undeveloped for agricultural preservation purposes. Approximately 7 acres of the site, as shown on the site plan, currently has oil and gas well development and is intended to remain developed oil and gas activities.

Adams County, and the City of Brighton, recently adopted an amendment to the County's Comprehensive Plan, specifically for the area of the County generally bounded by Bromley Lane on the north, Buckley Road on the east, E-470 along the south, and the South Platte River corridor to the west (See Exhibit 1.4). This amendment, known as the District Plan, was a collaborative effort between the City of Brighton and the County to preserve and promote the agricultural heritage of the south Brighton area. The Plan encompasses approximately 5,000 acres of land and seeks to promote agritourism activities, public-private partnerships with developers, and land preservation through context sensitive development.

One of the key recommendations in the District Plan is for the City and County to annually apply for Adams County Open Space Grant Funds and Great Outdoors Colorado (GOCO) funds to purchase and preserve agricultural lands within the District boundaries. Currently, the Conservation Fund, the consultant hired by the City of Brighton to negotiate conservation acquisitions, is working to identify suitable parcels of farmland to acquire with the GOCO and Open Space Grant funds. The subject property has been identified for its rich, fertile soils and water rights as one of those properties. In addition, the City of Brighton owns an adjoining property located directly west of the subject site which is preserved through a conservation easement held by Adams County. The intent of this request to subdivide the property is to place a conservation easement on majority of the property, which will preserve a larger area contiguous to an area already, preserved through a conservation easement.

At the request of the City of Brighton and Adams County, the Conservation Fund Organization has entered into a contract with the property owners to acquire approximately 64 acres of the subject property, which will be preserved for agricultural purposes. However, the contract requires the oil and gas well site to be subdivided from the agricultural lands so the current

property owners can access their minerals without disturbing the land to be preserved through the conservation easement.

The existing oil and gas facility is approved for 12 wells, 14 oil tanks, 12 separators, and 6 water tanks. Currently, the site is developed with two wells and already has the required state and local approvals for the ultimate number of 12 wells and associated equipment. In May 2015, the facility, owned and operated by Ward Petroleum, was permitted by the Colorado Oil and Gas Conservation Commission (COGCC). In addition, the Adams County Board of County Commissioners executed a Memorandum of Understanding on June 30, 2015 with Ward Petroleum. Ward Petroleum commenced operations on the site in early 2016, which occurred prior to the adoption of Adams County's oil and gas regulation amendments on March 22, 2016. The current well pad site will likely be reduced in size from 4.6 acres to approximately 2.1 acres after completion of drilling and reclamation activities.

Development Standards and Regulations Requirements:

Per Section 2-02-14 of the Adams County Development Standards and Regulations, an exemption from subdivision approval is required to obtain a release from the requirements of platting. The criteria for approval for a subdivision exemption include conformance with the County's Development Standards and Regulations, and is also a division of land determined not to be within the purpose of Article 28, Title 30 of the Colorado Revised Statutes. This state regulation defines the term subdivision and outlines properties that could be exempted from subdivision requirements. In addition, the property may not be within any recorded subdivision plat or zoned for commercial or industrial uses. Per Section 5-01-02 of the County's Development Standards, the term "subdivision" shall not apply to any division of land in which land is granted to the State of Colorado, county, municipality, or quasi-municipality. The term "subdivision" also does not apply if the property is created by a contract concerning the sale of land which is contingent upon the purchaser's obtaining approval to subdivide the land pursuant to County regulations.

The subject property is designated as Agricultural-1 (A-1) zone district and is not within any recorded subdivision plat. In addition, the contract between the property owners and the Conservation Fund Organization requires approval of the exemption in order to create a lot that will be conveyed to the City of Brighton for farmland preservation. Therefore, the proposed exemption conforms to the State and County requirements for an exemption from subdivision.

Per Section 5-03-03-02 of the County's Development Standards and Regulations all lots must conform to requirements of the zone district in which the property is located. The subject property is zoned A-1, the purpose of which is to provide a rural single-family dwelling district and rural living experience. Per Chapter 3 of the Adams County Development Standards and Regulations, a minimum lot size of 2.5 acres is required for the A-1 zone district. The proposed subdivision exemption plat consists of two lots. Lot 1 of the plat is approximately 64 acres in size and intended to remain as agricultural through a conservation easement. Adams County will own this easement. The existing single-family dwelling will remain on the property and as part of the area to be preserved through a conservation easement. However, the existing house on the property may be utilized as farm employee dwelling purposes only. Lot 2 of the plat is approximately 7 acres and intended to be used for existing oil and gas well activities on the

property. Each of these lots conforms to the minimum lot size required for development in the A-1 zone district.

Per Section 3-08-07-02 of the County's Development Standards and Regulations, the minimum lot width required in the A-1 district is one-hundred and fifty (150) feet. Lot 1 of the proposed plat conforms to the minimum lot width requirements. The lot has approximately 1,213 feet in width along Sable Blvd and approximately 1,124 feet in width along E. 144th Ave. Lot 2 of the exemption plat is proposed as a flag lot. Per Section 4-20-01-02 of the Development Standards and Regulations, the minimum lot width required for the pole of a flag lot is 30 feet, and the maximum depth of the pole is 600 feet. The width of the proposed flag lot is 30 feet, and has a 570 foot depth, thus conforming to the minimum width and maximum depth requirements. In addition, each of the two lots conforms to the dimensional requirements of the A-1 zone district.

Per Section 5-03-03-08-05, all lots created through an exemption from the subdivision requirements shall have access on a County maintained right-of-way. The proposed lots will have access to Sable Blvd or E. 144th Ave. Both of these roads are classified as public right-of-way.

Future Land Use Designation/Comprehensive Plan:

The subject property is designated as Estate Residential in the County's Future Land Use Map. Per Chapter 5 of the Adams County Comprehensive Plan, Estate Residential areas are intended to provide for single-family housing at lower densities, no greater than one unit per acre. A majority of the surrounding properties to the south and east of the subject site are also designated as Estate Residential. The properties to the north of the site are designated as Industrial or are within the municipal boundaries of the City of Brighton. The surrounding properties to west are designated as Parks and Open Space.

The subject property is also located in the Adams County District Plan. This plan was adopted as an amendment to the County's Comprehensive Plan. The Plan is a collaborative effort between the City of Brighton and Adams County to preserve and promote the agricultural heritage of the south Brighton area. The subject request conforms to goals of the Comprehensive Plan and the District Plan.

Site Characteristic:

Currently, the site is developed with one single family dwelling. This dwelling is located on the eastern portion of the site and has access to Sable Blvd. The majority of the remaining portion of the site is undeveloped; however, there is an oil and gas well pad located in the center of the property. The site plan provided with the application shows lot 2 of the plat, which is approximately 7 acres, is intended to remain for oil and gas development activities.

Surrounding Zoning Designations and Existing Use Activity:

Northwest City of Brighton Industrial	North City of Brighton Commercial	Northeast A-1 Residential
West A-1 Agricultural	Subject Property A-1 Single Family/ Agricultural	East A-1 Agricultural
Southwest A-1 Residential	South A-3 Agricultural	Southeast A-3 Agricultural

Compatibility with the Surrounding Land Uses:

The subject request is compatible with the surrounding zoning designations, existing development in the area, and the Comprehensive Plan designation. A majority of the surrounding properties to the east, south, and west are all developed as single-family residential and agricultural uses. The surrounding properties to the north are developed with commercial uses. These properties are within the boundaries of the City of Brighton. The request to create two lots is compatible with the surrounding area. A larger portion of the site will be preserved through a conservation easement and for agriculture purposes only. The remainder of the site, a seven acre parcel will continue to be used for oil and gas development activities.

Staff Recommendations:

Based upon the application, the criteria for approval of exemption from subdivision requirements, and a recent site visit, staff recommends Approval of this request with 2 findings-of-fact, and 1 condition precedent.

RECOMMENDED FINDINGS OF FACT

1. The Subdivision Exemption is consistent with and conforms to these standards and regulations.
2. The Subdivision Exemption is a division of land determined not to be within the purpose of Article 28, Title 30 of the Colorado Revised Statutes and is consistent with one (1) of the following criteria:
 - a. Boundary line adjustments where no additional parcels are created (unplatted land only).
 - b. Exemptions creating additional parcels shall be permitted for parcels with more than one (1) principal residence provided all of the following criteria are met:
 - (1) Each residence was constructed in conformance with the applicable County regulations in effect at the time the residence was constructed, and provided the structures were not previously considered uninhabitable or accessory to a principal residence (e.g., a guest house, resort or seasonal cabins used in conjunction with a lodge operation or housing for tenant labor);
 - (2) Each residence shall have a documented history of continuous use as a single-family dwelling; and

(3) Legal and physical access shall be provided to all parcels by public right-of-way or recorded easement, acceptable to the Adams County Director of Transportation in compliance with the Adams County Engineering Design and Construction Standards.

c. Other divisions of land affected by a deed recorded in the Office of the Adams County Clerk and Recorder that the Board of County Commissioners determines is not within the purposes of this resolution. If it is determined the applicant is using the exemption process to circumvent the subdivision regulations, the applicant shall be required to comply with the applicable sections of this resolution.

d. The property which is the subject of the Exemption may not be within any recorded subdivision plat.

e. The property which is the subject of the Exemption may not be zoned for commercial or industrial uses.

Recommended Conditions Precedent:

1. The applicant shall submit a final executed mylar of the subdivision exemption plat within 30 days of approval of this by the Board of County Commissioners.

CITIZEN COMMENTS

Notifications Sent	Comments Received
28	0

All property owners within 750 feet of the site were notified of this request. As of writing this report, staff has received no public comments.

COUNTY AGENCY COMMENTS

Staff reviewed the request and had no concerns with the proposed exemption from subdivision.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

Responding without Concerns:

Colorado Department of Transportation
Colorado Division of Water Resources
Colorado Geological Survey
Tri-County Health
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Brighton Fire District
Brighton School District 27J

Exhibits Table of Contents

Exhibit 1- Maps

- 1.1 Aerial Map
- 1.2 Zoning Map
- 1.3 Simple Map
- 1.4 Comprehensive Plan
- 1.5 District Plan Map

Exhibit 2- Applicant Information

- 2.1 Applicant Written Explanation
- 2.2 Applicant Subdivision Exemption Plat

Exhibit 3- Referral Comments

- 3.1 Referral Comments (Development Services)
- 3.2 Referral Comments (Tri-County Health)
- 3.3 Referral Comments (Geological Survey)
- 3.4 Referral Comments (CDOT)
- 3.5 Referral Comments (Division of Water)
- 3.6 Referral Comments (Xcel Energy)

Exhibit 4- Citizen Comments

None.

Exhibit 5- Associated Case Materials

- 5.1 Request for Comments
- 5.2 Public Hearing Notice
- 5.3 Newspaper Publication
- 5.4 Referral Agency Labels
- 5.5 Property Owner Labels
- 5.6 Certificate of Posting

Sable Farmland - Item No. 4

Explanation of Project.

The proposed subdivision concerns the purchase of 63.688 acres of land, more or less located north and west of the intersection of 144th Avenue and Sable Boulevard in Adams County, which will be preserved as agricultural land (the "**Agricultural Land**"). The Conservation Fund, a Colorado nonprofit corporation (the "Fund") has entered into an agreement with the City of Brighton (Agreement for Land Acquisition Services for Agricultural Preservation RFP #16M-004) to help the City acquire and protect the Agricultural Land for agricultural use and as open space. At the request of the City of Brighton and Adams County, The Fund intends to acquire the Agricultural Land, hold it for a period of time until all funding is secured, then convey the Agricultural Land to the City of Brighton subject to the terms of a Deed of Conservation Easement to be held by Adams County which will require that the land and associated water rights remain as open space and available for agricultural production.

The Fund has entered into the attached Contract for Sale of Real Estate dated June 7, 2016 (the "**Contract**") with Anne E. Anderson, Jerry D. Anderson and Robert H. Hattendorf (collectively, the "**Sellers**") to acquire the Agricultural Land. The Agricultural Land is part of a 70.79-acre, more or less, parcel of land (the "**Anderson Property**"). Under the terms of the Contract the Sellers will retain ownership of a 7.102 acres, more or less, portion of the Anderson Property referred to as the "**Well Site**", which is currently being used as a site for 12 oil and gas wells approved by the Colorado Oil and Gas Conservation Commission ("**COGCC**") being developed by the operator Ward Petroleum Corporation ("**Operator**"). The Well Site is in the ownership of Robert H. Hattendorf and Anne E. Anderson only. The Agricultural Land is in the ownership of Anne E. Anderson, Jerry D. Anderson and Robert H. Hattendorf. The Contract requires that the Well Site be subdivided from the Anderson Property prior to closing so that the Well Site can remain in the Sellers' ownership after transfer of the Agricultural Land to the Fund (and ultimately to the City of Brighton, subject to the agricultural preservation Deed of Conservation Easement).

Under the terms of Paragraph 5.2 of the Contract the Fund is responsible for initiating the subdivision approval process.

The Fund is requesting that Adams County approve the subdivision of the Well Site from the Anderson Property, as provided in the Contract and as requested by the City of Brighton and Adams County, so that the Agricultural Land may be acquired by the City of Brighton subject to the terms of the Deed of Conservation held by Adams County, to be preserved as open space available for agricultural use.

The City of Brighton recently submitted an application for funding of this project, referred to as the "Sable Farmland Acquisition", to Great Outdoors Colorado on August 19, 2016 for funding in the Fall 2016 Open Space Grant Cycle. The Adams County Parks & Open Space Department is a partner in the Sable Farmland Acquisition project. Following are some excerpts from the GOCO application submitted by the City of Brighton:

In 2016, the Adams County Commissioners and the City of Brighton Council both approved by Ordinance "The District Plan" which is the formation of an Agricultural/ Agritourism District.

The District Plan developed a plan to preserve farmland in the south area of Brighton. The City is working with The Conservation Fund to identify suitable parcels of farmland to acquire, determine fair market value, handle negotiations with the property owners, and secure selected parcels for purchase. The land that is to be purchased through this grant funding [the Agricultural Land] is located within this District.

The Sable Farmland is agricultural land and will remain as farm land with rich fertile soil. It is irrigated and has water rights that are included in the purchase. The site will act as a community separator from commercial on the north to farmland on the south. It is located presently adjacent to an urban setting that is being developed into houses, businesses, and shopping centers. The location of the property has an unobstructed view of the Front Range of the Rocky Mountains and the South Platte River valley. This is because the City of Brighton owns a conservation easement on the property just west of this one. The agricultural District that the Sable Farmland sits within has irrigation ditches within it that create greenways and opportunities for trails. This is truly a buffer property for the City as the Denver metropolitan area grows into the southern portion of Brighton.

Brighton was founded on farming and the railroad. It has nearly 150 year history of farming in the area. And this is due to the rich soils that produce amazing vegetables – several crops each year on the same land. Vegetables from this area of Brighton continue to contribute to the growing local food economy and have other benefits within the community. In fact, Brighton residents are strongly requesting the City and Adams County to preserve this valuable farm land.

The Sable Farmland has the great soils and water to produce food. Adams County's Master Plan cites the south Brighton farmland area as the single best place left in the greater Denver metro area for growing, processing and distributing local food crops.

This project, “Sable Farmland Acquisition”, fills the needs of the community by providing open space in the form of farmland on the south portion of Brighton.

As part of the acquisition of the Agricultural Land (which requires that the Well Site be subdivided from the Anderson Property), the Fund will obtain a covenant not to disturb the surface of the Agricultural Land and an Assignment of Rights to Allow Surface Use from the Sellers and the Operator to protect the surface of the Agricultural Lands. The mineral rights underlying the Anderson Land will be retained by the Sellers.

ANDERSON/HATTENDORF - EXEMPTION FROM SUBDIVISION

CASE NO. PLT2016-00029

A PART OF THE SW1/4 OF
SECTION 18, T1S, R66W OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO.

LEGAL DESCRIPTION: PARCEL 1

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 18, T1S, R66W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18, FROM WHICH THE S-W1/16 CORNER OF SAID SECTION 18 BEARS S89°58'40"E (BASIS OF BEARING), THENCE N26°45'51"E, 33.59 FEET, ALONG A LINE THAT PROJECTS FROM THE SOUTHWEST CORNER OF SAID SECTION 18 THROUGH THE C-W1/16 CORNER OF SAID SECTION 18 TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 144TH AVENUE AND THE POINT OF BEGINNING;

THENCE CONTINUING N26°45'51"E, 1725.59 FEET ALONG A LINE THAT PROJECTS FROM THE SOUTHWEST CORNER OF SAID SECTION 18 THROUGH THE C-W1/16 CORNER OF SAID SECTION 18 TO THE SOUTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO JOE BUTLER AS DESCRIBED IN QUIT CLAIM DEED RECORDED APRIL 23, 1999, IN BOOK 5728 AT PAGE 86 OF THE RECORDS OF ADAMS COUNTY, COLORADO;

THENCE N89°58'40"W, 545.50 FEET ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 5728 AT PAGE 86 TO THE WEST LINE OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 18;

THENCE N00°06'13"W, 1077.94 FEET ALONG THE WEST LINE OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 18 TO THE C-W1/16 CORNER OF SAID SECTION 18;

THENCE N89°43'16"E, 719.01 FEET ALONG THE NORTH LINE OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 18 TO THE NORTHWESTERLY CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF BRIGHTON AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MARCH 6, 2013, AS RECEPTION NO. 2012000016869 OF THE RECORDS OF ADAMS COUNTY, COLORADO;

THENCE S54°59'53"E, 159.42 FEET ALONG THE SOUTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 2012000016869 TO AN ANGLE POINT THEREOF;

THENCE N89°43'16"E, 304.97 FEET ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 2012000016869 TO AN ANGLE POINT THEREOF;

THENCE S80°47'12"E, 137.12 FEET ALONG THE SOUTHEASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 2012000016869 TO THE WESTERLY RIGHT-OF-WAY LINE OF SABLE BOULEVARD;

THENCE S00°12'39"E, 1213.19 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SABLE BOULEVARD TO THE SOUTH LINE OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 18;

THENCE S89°52'08"W, 1291.97 FEET ALONG THE SOUTH LINE OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 18 TO THE SW1/16 CORNER OF SAID SECTION 18;

THENCE S00°06'53"E, 1294.41 FEET ALONG THE EAST LINE OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 18 TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE;

THENCE N89°58'40"W, 26.67 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE TO THE EASTERLY LINE OF A 30 FOOT ACCESS EASEMENT;

THENCE N00°21'06"W, 931.68 FEET ALONG THE EASTERLY LINE OF SAID 30 FOOT ACCESS EASEMENT TO THE NORTHEAST CORNER THEREOF;

THENCE S89°38'54"W, 9.88 FEET ALONG THE NORTHERLY LINE OF SAID 30 FOOT ACCESS EASEMENT TO THE EASTERLY LINE OF THE ANDERSON WELL PAD SITE;

THENCE N00°14'52"W, 350.49 FEET ALONG THE EASTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE N67°38'08"W, 267.46 FEET ALONG THE NORTHEASTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE S27°11'41"W, 619.92 FEET ALONG THE NORTHWESTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE S57°12'28"E, 477.99 FEET ALONG THE SOUTHWESTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE S88°39'51"E, 112.48 FEET ALONG THE SOUTHERLY LINE OF SAID ANDERSON WELL PAD SITE TO THE WESTERLY LINE OF SAID 30 FOOT ACCESS EASEMENT;

THENCE S00°21'06"E, 570.97 FEET ALONG THE WESTERLY LINE OF SAID 30 FOOT ACCESS EASEMENT TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE;

THENCE N89°58'40"W, 856.20 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE TO EASTERLY LINE OF THAT TRACT OF LAND CONVEYED TO ROBERT H. HATTENDORF AND ANNE E. ANDERSON AS DESCRIBED IN PUBLIC TRUSTEE'S DEED RECORDED JANUARY 7, 1993, IN BOOK 4010 AT PAGE 201 OF THE RECORDS OF ADAMS COUNTY, COLORADO;

THENCE N00°16'48"W, 151.25 FEET PARALLEL WITH THE WEST LINE OF THE SW1/4 OF SAID SECTION 18 AND ALONG A WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 4010 AT PAGE 201 TO AN ANGLE POINT THEREOF;

THENCE N89°58'40"W, 144.00 FEET PARALLEL WITH THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 18 AND ALONG A SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 4010 AT PAGE 201 TO AN ANGLE POINT THEREOF;

THENCE S00°16'48"E, 151.25 FEET PARALLEL WITH THE WEST LINE OF THE SW1/4 OF SAID SECTION 18 AND ALONG AN EASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 4010 AT PAGE 201 TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE;

THENCE N89°58'40"W, 268.73 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE TO THE POINT OF BEGINNING.

AREA = 63.688 ACRES MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 2

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18, FROM WHICH THE S-W1/16 CORNER OF SAID SECTION 18 BEARS S89°58'40"E (BASIS OF BEARING), THENCE S89°58'40"E, 1340.79 FEET ALONG THE SOUTH LINE OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 18 TO THE S-W1/16 CORNER OF SAID SECTION 18; THENCE N00°06'53"W, 30.00 FEET ALONG THE EAST LINE OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 18 TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 144TH AVENUE; THENCE N89°58'40"W, 26.67 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE TO THE EASTERLY LINE OF A 30 FOOT ACCESS EASEMENT AND THE POINT OF BEGINNING;

THENCE N00°21'06"W, 931.68 FEET ALONG THE EASTERLY LINE OF SAID 30 FOOT ACCESS EASEMENT TO THE NORTHEAST CORNER THEREOF;

THENCE S89°38'54"W, 9.88 FEET ALONG THE NORTHERLY LINE OF SAID 30 FOOT ACCESS EASEMENT TO THE EASTERLY LINE OF THE ANDERSON WELL PAD SITE;

THENCE N00°14'52"W, 350.49 FEET ALONG THE EASTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE N67°38'08"W, 267.46 FEET ALONG THE NORTHEASTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE S27°11'41"W, 619.92 FEET ALONG THE NORTHWESTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE S57°12'28"E, 477.99 FEET ALONG THE SOUTHWESTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE S88°39'51"E, 112.48 FEET ALONG THE SOUTHERLY LINE OF SAID ANDERSON WELL PAD SITE TO THE WESTERLY LINE OF SAID 30 FOOT ACCESS EASEMENT;

THENCE S00°21'06"E, 570.97 FEET ALONG THE WESTERLY LINE OF SAID 30 FOOT ACCESS EASEMENT TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE;

THENCE S89°58'40"E, 30.00 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE TO THE POINT OF BEGINNING.

AREA = 7.102 ACRES MORE OR LESS.

NOTES

1. BEARINGS SHOWN ON THIS MAP ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SW1/4 OF THE SW1/4 OF SECTION 18, T1S, R66W OF THE 6TH P.M., BEARS S89°58'40"E AS MONUMENTED AND SHOWN HEREON.
2. SET 24" LONG #5 REBAR WITH 2 INCH ALUMINUM CAP MARKED "CIVILARTS PLS 24305" FLUSH W/ GROUND LEVEL WHERE NOTED "SET". FOUND #5 REBAR WITH 2 INCH ALUMINUM CAP MARKED "CIVILARTS PLS 24305" FLUSH W/ GROUND LEVEL WHERE NOTED "FND". DID NOT FIND OR SET A MONUMENT WHERE NOTED "NFS".
3. RECORDED EASEMENTS AND RIGHTS-OF-WAY, IF ANY, ARE SHOWN ON THIS PLAT AS DISCLOSED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 508-F0531376-017-PN8, AMENDMENT NO. 4, EFFECTIVE DATE NOVEMBER 23, 2016. NO ADDITIONAL RESEARCH WAS COMPLETED.
4. APPARENT EASEMENTS AND RIGHTS-OF-WAY SUCH AS DITCHES, VISIBLE SURFACE FEATURES AND EVIDENCE OF UTILITY LINES AND FACILITIES, AND OVERHEAD UTILITY LINES AS MAY BE INDICATED ON THIS MAP, ARE SHOWN FROM FIELD LOCATION AND MAY INDICATE A REAL PROPERTY RIGHT. NO ADDITIONAL RESEARCH WAS COMPLETED.
5. THAT PART OF PARCEL 1 LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 18 IS SUBJECT TO EASEMENT, RIGHT-OF-WAY AND SURFACE USE AGREEMENT RECORDED MARCH 19, 1998 IN BOOK 5267 AT PAGE 795.
6. LINEAR DIMENSIONS SHOWN ON THIS MAP ARE U.S. SURVEY FEET.

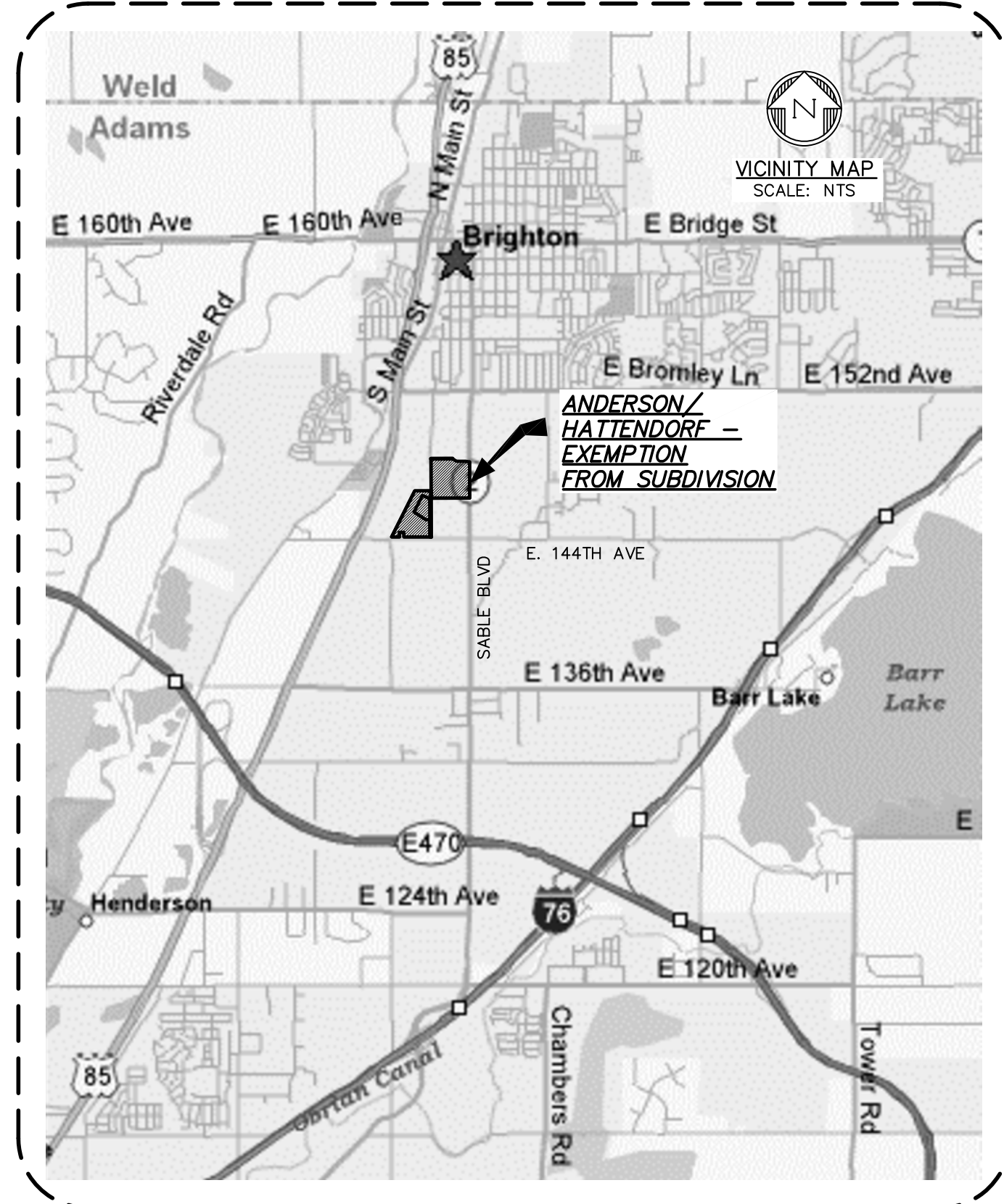
NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I, FRANK N. DREXEL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP REFLECTS THE RESULTS OF A SURVEY MADE UNDER MY RESPONSIBLE CHARGE, IS BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

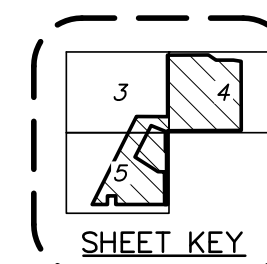
FRANK N. DREXEL
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 24305
DATE: _____



CERTIFICATE CLERK AND RECORDER:

THIS EXEMPTION FROM SUBDIVISION MAP WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, STATE OF COLORADO, AT _____ O'CLOCK ____M THIS _____ DAY OF _____, AND IS RECORDED AT RECEPTION NUMBER _____.

CLERK AND RECORDER _____



53510-SEB.DWG
JG
JANUARY 11, 2017

CIVILARTS
ENGINEERING PLANNING SURVEYING
1500 Kansas Ave., Suite 2-E
Longmont, CO 80501
P 303.682.1131
F 303.682.1149

LEGAL DESCRIPTION - PER TITLE COMMITMENT

PARCEL A

THAT PORTION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST 1/2 SOUTHWEST 1/4; THENCE NORTH 26 DEGREES 45 MINUTES 16 SECONDS EAST, 33.60 FEET ALONG A LINE DRAWN FROM THE SOUTHWEST CORNER TO THE NORTHEAST CORNER OF SAID WEST 1/2 SOUTHWEST 1/4 TO THE TRUE POINT OF BEGINNING, SAID POINT BEING 30.00 FEET NORTH OF THE SOUTH LINE OF SAID WEST 1/2 SOUTHWEST 1/4; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 268.88 FEET TO A POINT WHICH IS 284.00 FEET EAST OF THE WEST LINE OF SAID WEST 1/2 SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST AND PARALLEL TO THE WEST LINE SAID WEST 1/2 SOUTHWEST 1/4 A DISTANCE OF 151.25 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 144.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST, 151.25 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 894.17 FEET MORE OR LESS TO A POINT WHICH LIES 18.43 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 15 MINUTES 49 SECONDS WEST, 1305.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 21.87 FEET MORE OR LESS TO A POINT ON SAID EAST LINE WEST 1/2 SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREES 06 MINUTES 34 SECONDS WEST ALONG SAID EAST LINE, 1314.13 FEET MORE OR LESS TO THE NORTHEAST CORNER SAID WEST 1/2 SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS WEST ALONG THE NORTH LINE SAID WEST 1/2 SOUTHWEST 1/4 A DISTANCE OF 558.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 06 MINUTES 34 SECONDS EAST AND PARALLEL WITH THE EAST LINE SAID WEST 1/2 SOUTHWEST 1/4 A DISTANCE OF 1099.62 FEET MORE OR LESS TO A POINT ON THE SAID LINE DRAWN FROM THE SOUTHWEST TO THE NORTHEAST CORNER OF SAID WEST 1/2 SOUTHWEST 1/4; THENCE SOUTH 26 DEGREES 45 MINUTES 15 SECONDS WEST ALONG SAID LINE A DISTANCE OF 1698.27 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST 1/2 SOUTHWEST 1/4; THENCE NORTH 26 DEGREES 45 MINUTES 16 SECONDS EAST, 1731.87 FEET ALONG A LINE DRAWN FROM THE SOUTHWEST CORNER TO THE NORTHEAST CORNER OF SAID WEST 1/2 SOUTHWEST 1/4, TO THE TRUE POINT OF BEGINNING; SAID POINT BEING 558.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 SOUTHWEST 1/4; THENCE CONTINUING NORTH 26 DEGREES 45 MINUTES 16 SECONDS EAST ALONG SAID LINE A DISTANCE OF 1234.86 FEET TO THE NORTHEAST CORNER SAID WEST 1/2 SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS WEST ALONG THE NORTH LINE SAID WEST 1/2 SOUTHWEST 1/4 A DISTANCE OF 558.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 06 MINUTES 34 SECONDS EAST AND PARALLEL WITH THE EAST LINE SAID WEST 1/2 SOUTHWEST 1/4 A DISTANCE OF 1099.62 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING;

AND EXCEPT THAT PORTION OF THE WEST ONE HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST ONE HALF SOUTHWEST ONE-QUARTER, THENCE NORTH 26 DEGREES 44 MINUTES 33 SECONDS EAST, 2112.70 FEET ALONG A LINE DRAWN FROM THE SOUTHWEST CORNER TO THE NORTHEAST CORNER OF SAID WEST ONE HALF SOUTHWEST ONE-QUARTER TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 26 DEGREES 44 MINUTES 33 SECONDS EAST ALONG SAID LINE A DISTANCE OF 853.46 FEET TO THE NORTHEAST CORNER SAID WEST ONE HALF SOUTHWEST ONE-QUARTER; THENCE SOUTH 00 DEGREES 07 MINUTES 49 SECONDS EAST ALONG THE EAST LINE SAID WEST ONE HALF SOUTHWEST ONE-QUARTER A DISTANCE OF 762.18 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE SOUTH LINE SAID WEST ONE HALF SOUTHWEST ONE-QUARTER A DISTANCE OF 385.78 FEET TO THE TRUE POINT OF BEGINNING;

AND EXCEPT THAT PORTION OF THE WEST ONE HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST ONE HALF SOUTHWEST ONE-QUARTER, THENCE NORTH 26 DEGREES 44 MINUTES 33 SECONDS EAST 1759.18 FEET ALONG A LINE DRAWN FROM THE SOUTHWEST CORNER TO THE NORTHEAST CORNER OF SAID WEST ONE HALF SOUTHWEST ONE-QUARTER TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 26 DEGREES 44 MINUTES 33 SECONDS EAST ALONG SAID LINE A DISTANCE OF 353.52 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE SOUTH LINE SAID WEST ONE HALF SOUTHWEST ONE-QUARTER A DISTANCE OF 385.78 FEET TO A POINT ON THE EAST LINE SAID WEST ONE HALF SOUTHWEST ONE-QUARTER; THENCE SOUTH 00 DEGREES 07 MINUTES 49 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 315.70 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE SOUTH LINE SAID WEST ONE HALF SOUTHWEST ONE-QUARTER A DISTANCE OF 545.57 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION - PER TITLE COMMITMENT

PARCEL B

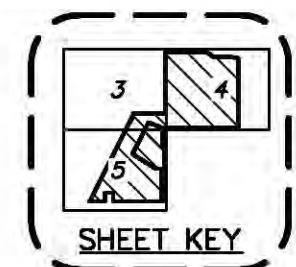
BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 SOUTHWEST 1/4 SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, THENCE NORTH 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH ALONG THE EAST LINE OF THE WEST 1/2 SOUTHWEST 1/4 SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST A DISTANCE OF 1305 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 21.47 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF THE WEST 1/2 SOUTHWEST 1/4 SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST A DISTANCE OF 1305 FEET; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF THE WEST 1/2 SOUTHWEST 1/4 SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PORTION LYING WITHIN LAND DESCRIBED IN DEED RECORDED JANUARY 7, 1993 IN BOOK 4010 AT PAGE 201.

LEGAL DESCRIPTION - PER TITLE COMMITMENT

PARCEL C

THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION EIGHTEEN (18), TOWNSHIP ONE (1) SOUTH, RANGE SIXTY-SIX (66) WEST OF THE 6TH P.M., EXCEPT ANY PORTION LYING WITHIN PUBLIC ROADS, AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF BRIGHTON BY SPECIAL WARRANTY DEED RECORDED MARCH 6, 2012 AT RECEPTION NO. 2012000016869, COUNTY OF ADAMS, STATE OF COLORADO.

JANUARY 11, 2017 JG 53510-SEB.DWG



ENGINEERING PLANNING SURVEYING 1500 Kansas Ave., Suite 2-E Longmont, CO 80501 P 303.682.1131 F 303.682.1149

M&H INDUSTRIAL
PARK
LOT 3
O'NEAL FLAT ROLLED METALS LLC

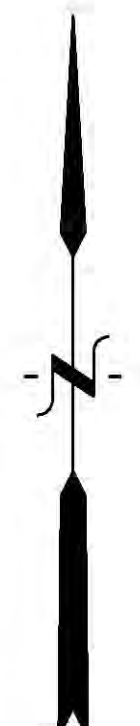
FULTON AVE
(60' ROW)

W1/4 COR. SEC. 18
FOUND #6 REBAR W/
3-1/4" ALUM. CAP MKD.
"LS 28283 2002" FLUSH
W/ GROUND LEVEL.

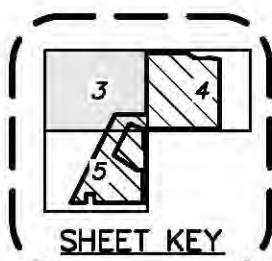
WITNESS CORNER
FOUND #6 REBAR W/
2-1/2" ALUM. CAP MKD.
"WC CIVILARTS PLS 24305
2016" FLUSH W/ GROUND
LEVEL 10.00' E. AS WC.

LEGEND	
UTILITIES	
EB	ELECTRIC BOX
EC	ELECTRIC CONDUIT (RISER)
ELEC	ELECTRIC
EM	ELECTRIC METER
EMH	ELECTRIC MANHOLE
EVT	ELECTRIC VAULT
EWS	ELECTRIC WARNING SIGN
FH	FIRE HYDRANT
GA	GUY ANCHOR
LP	LIGHT POLE
MH	MANHOLE
PP	POWER POLE
TT	ELECTRIC TRANSMISSION TOWER
WWH	WATER WELL HEAD
MISC.	
AC	ACRES
ALUM	ALUMINUM
BK	BOOK
BM	BENCH MARK
CCW	COUNTER-CLOCKWISE
CONC	CONCRETE
DESC	DESCRIPTION
ELEC	ELECTRIC
ESMT	EASEMENT
MKD	MARKED
PG	PAGE
PR	PRODUCING WELL
±	MORE OR LESS
REC	RECEPTION NO.

LEGEND	
(-REC.)	RECORD DIMENSION
ROW	RIGHT-OF-WAY
SF	SQUARE FEET
SPL	SPECIAL
TSL	TO SOUTH LINE OF SECTION
TWL	TO WEST LINE OF SECTION
UTIL	UTILITY
XX	PERMIT LOCATION
FEATURES	
-X-X-	FENCE
—+—+—	RAILROAD
---	DITCH OR DRAINAGE
—┘—	PROPERTY CORNER
MONUMENTS	
—┘—	SET SET 24" LONG, #5 REBAR, W/ 2" ALUM. CAP MKD. "CIVILARTS PLS 24305" FLUSH W/ GROUND LEVEL.
—┘—	FND FOUND #5 REBAR W/ 2" ALUM. CAP MKD. "CIVILARTS-DREXEL PLS 24305" FLUSH W/ GROUND LEVEL.
—┘—	NFS MONUMENT NOT FOUND OR SET.
—┘—	M1 FOUND #5 REBAR W/ 1-1/2" ALUM. CAP MKD. "JR ENG PLS 38252" FLUSH W/ GROUND LEVEL OR AS NOTED.
AGL	ABOVE GROUND LEVEL
BGL	BELOW GROUND LEVEL
FGL	FLUSH W/ GROUND LEVEL
RPC	RED PLASTIC CAP
WC	WITNESS CORNER
YPC	YELLOW PLASTIC CAP



SCALE: 1"=100'



JANUARY 11, 2017 JG 53510-SEB.DWG

N00°16'48"W 2641.74'

W-S1/16 COR. SEC. 18
NOT FOUND OR SET.

N. LINE SW1/4, SW1/4, SEC. 18

NW1/4, SW1/4,
SEC. 18

UNPLATTED
CITY OF BRIGHTON

FOUND #4 REBAR
0.3' BGL. 0.01'S.
& 0.05'W.

FOUND #5 REBAR W/
1" RPC MKD. "AAI
PLS 23027" 0.4' BGL.
0.09'N. & 0.08'E.

N89°52'15"E 1344.59'

SEE SHEET 5

S00°06'13"E 1099.63' (1099.62'-REC.)

UNPLATTED
VEAL, INC.

UNPLATTED
JOE BUTLER
QUIT CLAIM DEED
PARCEL B
BK. 5728, PG. 86

UNPLATTED
JOE BUTLER
QUIT CLAIM DEED
PARCEL C
BK. 5728, PG. 86

(545.57'-REC.)
N89°58'40"W 545.50'

S. LINE BK. 5728, PG. 86

N67°38'08"W
267.46'

E. LINE NW1/4, SW1/4, SEC. 18
(315.70'-REC.)

N00°06'13"W 1077.94'

N00°06'13"W 1324.56'
(1314.13'-REC.)

W. LINE NE1/4, SW1/4, SEC. 18

(762.18'-REC.)
S00°06'13"E 762.23'

(315.70'-REC.)
S00°06'13"E 315.71'

FENCE ±0.2' S.
10'
FENCE ±0.6' E.

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Longmont, CO 80501
P 303.682.1131
F 303.682.1149



SEE SHEET 4

UNPLATTED
ADAMS COUNTY

SABLE CENTER
MINI STORAGE
LOT 1
RV STORAGE LLC

UNPLATTED
GLORIA A. BENNETT

UNPLATTED
CITY OF BRIGHTON

C1/4 COR. SEC. 18
FOUND #6 REBAR W/
3-1/4" ALUM. CAP MKD.
"RW BAYER ASSOC PLS
6973 2002" IN
MONUMENT BOX.

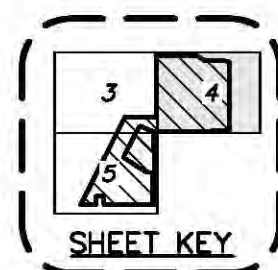
UNPLATTED
BERNARD WAGNER TRUST &
PHYLLIS K. MAYHEW TRUST

UNPLATTED
VEAL, INC.

UNPLATTED
JOE BUTLER
QUIT CLAIM DEED
PARCEL B
BK. 5728, PG. 86

UNPLATTED
JOE BUTLER
QUIT CLAIM DEED
PARCEL C
BK. 5728, PG. 86

NE1/4, SW1/4,
SEC. 18
PARCEL 1
AREA=63.688 ACRES ±



SEE SHEET 3

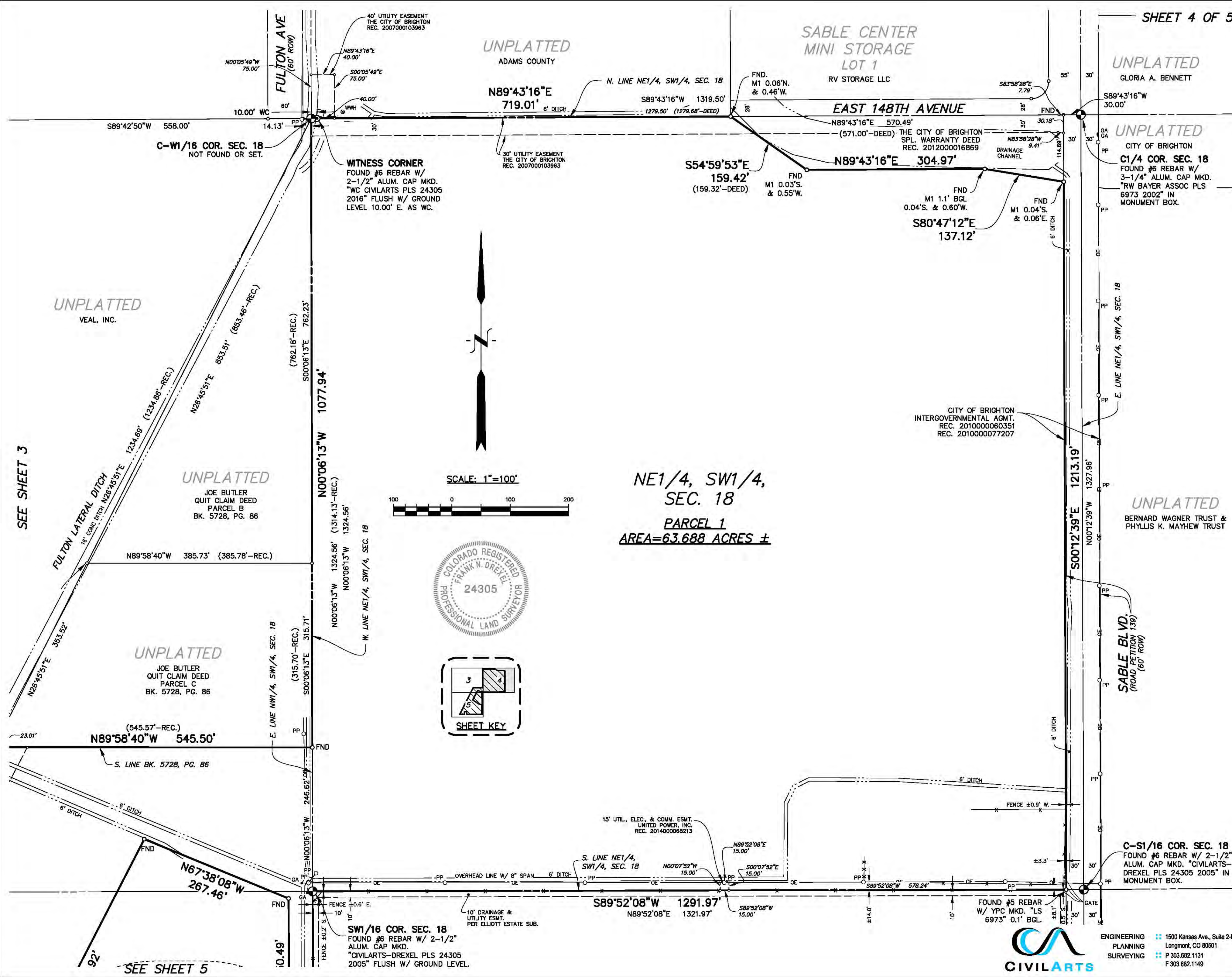
SEE SHEET 5

JANUARY 11, 2017 JG 53510-SEB.DWG

CIVILARTS

ENGINEERING PLANNING SURVEYING

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F 303.682.1149



SEE SHEET 3

SEE SHEET 4

N00°16'48"W 2641.74'

W-S1/16 COR. SEC. 18
NOT FOUND OR SET.

N. LINE SW1/4, SW1/4, SEC. 18

N89°52'15"E 1344.59'

N67°38'08"W
267.46'

SW1/16 COR. SEC. 18
FOUND #6 REBAR W/ 2-1/2"
ALUM. CAP MKD.
"CIVILARTS-DREXEL PLS 24305
2005" FLUSH W/ GROUND LEVEL.

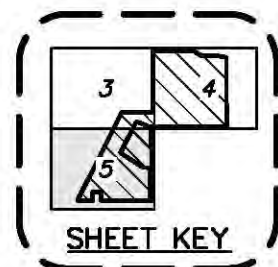
ELLIOTT ESTATE
SUBDIVISION
LOT 3
MICHAEL S. SKINNER LIVING TRUST &
HEIDIE A. SKINNER LIVING TRUST

ELLIOTT ESTATE
SUBDIVISION
LOT 2
JIM RIVAS &
JANET RIVAS

ELLIOTT ESTATE
SUBDIVISION
LOT 1
EDIE STEWART-DUNBAR



SCALE: 1"=100'



UNPLATTED
CITY OF BRIGHTON

SW1/4, SW1/4,
SEC. 18
PARCEL 1
AREA=63.688 ACRES ±

PARCEL 2
AREA=7.102 ACRES ±
ANDERSON WELL PAD
(ROTATE DESC.
00°24'32" CCW)

W. LINE SW1/4, SEC. 18

N00°16'48"W 1320.87'

N26°45'51"E 1758.18'

N26°45'51"E 1725.59'

N26°45'51"E 2112.70'

FULTON LATERAL DITCH

30' SANITARY SEWER EASEMENT
THE CITY OF BRIGHTON
REC. 2009000079114
30' FIBER OPTIC EASEMENT
THE CITY OF BRIGHTON
REC. 2010000048883

250' RESIDENTIAL WELL SETBACK
ADAMS COUNTY 4-10-02-04-05
NOTE: OTHER CODES MAY APPLY

SURFACE USE AGREEMENT
WARD PETROLEUM CORPORATION
REC. 2015000099672
MEMO. OF SUPPLEMENT TO
SURFACE USE AGREEMENT
WARD PETROLEUM CORPORATION
REC. 2018000049170

GWH (PR)
PRODUCING WELL
ANDERSON 18-3-11HC
WARD PETROLEUM CORP.
GWH (PR)
PRODUCING WELL
ANDERSON
19-1-10HC
WARD PETROLEUM
CORP.
GWH (XX)
(TYPICAL)

30' PETROLEUM PIPELINE ESMT.
KERR-MCGEE GATHERING LLC.
REC. 2015000104272

N89°58'40"W
144.00'
S. LINE BK.
4010, PG. 201

N00°16'48"W
151.25'
W. LINE BK. 4010,
PG. 201

POINT OF COMMENCEMENT
SW COR. SEC. 18
FOUND #6 REBAR W/
3-1/4" ALUM. CAP MKD.
"RW BAYER ASSOC PLS
6973 2002" IN
MONUMENT BOX.

POINT OF BEGINNING
PARCEL 1
FOUND #5 REBAR W/ 1-1/2"
YPC MKD. "AAI PLS 28283"
0.1' AGL 0.16"S. & 0.08"E.
FOUND #4 REBAR 0.2' AGL
0.45"S. & 0.11"W.

S-W1/16 COR. SEC. 18
FOUND #6 REBAR W/ 2-1/2"
ALUM. CAP MKD.
"CIVILARTS-DREXEL PLS 24305
2005" IN MONUMENT BOX.

10' DRAINAGE & UTILITY ESMT.
PER ELLIOTT ESTATE SUB.

N89°58'40"W
26.67'

BALES
SUBDIVISION
LOT 1,
BLOCK 1
PATRICIA S.
TOORNMAN-BALES

UNPLATTED
MORIMITSU FAMILY TRUST, ET AL

SEC. 18
E. 144TH AVENUE
(ROAD PETITION 41)
(60' ROW)

POINT OF BEGINNING
PARCEL 2

FOUND #5 REBAR W/
YPC MKD. "PLS
6973" 20.01"N. OF
SEC. COR. & 0.13"W.
OF LINE.



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Longmont, CO 80501
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Development Review Team Comments

Date: 12/1/16

Project Number: PLT2016-00029

Project Name: Sable Farmland Exemption from Subdivision

For submission of revisions to applications, a cover letter addressing each staff review comment must be provided. The cover letter must include the following information: restate each comment that requires a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

Please submit 1 hard copy and 1 electronic copy to Community and Economic Development. The re-submittal form (included) is required for documents to be accepted.

Commenting Division: Development Services, Planning

Name of Reviewer: Emily Collins

Email: ecollins@adcogov.org

PLN1. This request is for an Exemption from Subdivision to create two lots on approximately 70.79 acres.

- a. Parcel (Lot) 1 is approximately 63.688 acres.
- b. Parcel (Lot) 2 is approximately 7.102 acres. This parcel is designated for existing oil and gas production.

PLN2. The subject properties are zoned Agriculture-1 (A-1).

- a. All lots must conform to the minimum requirements of the zone district pursuant to Section 3-08-07.
 - i. The minimum lot size for all lots shall be 2.5 acres
 - ii. The minimum width for lots with well and septic shall be 150 feet.
- b. Per Section 4-19-01-02, flag lots shall be allowed in all zone districts. The width of the pole of any flag lot shall be 30 ft and a maximum of 600 ft in depth.
- c. All lots on the plat conform to the minimum zone district requirements.

PLN3. The Comprehensive Plan- Future Land Use Map designation Estate Residential:

- a. These areas are designated for single family housing at lower densities, no greater than 1 unit per acre, and limited opportunities for ex-urban or rural lifestyles in the County.
- b. The site is also within the boundaries of The District Plan, approved by the Planning Commission on March 25, 2016 and ratified by the Board of County Commissioners on April 8, 2016.

PLN4. Subdivision Regulations, Section 5-01-02:

- a. The term “subdivision” does not apply to any division, or any parcel, or interest in land which:
 1. Creates an interest in oil, gas, coal, gravel, sand, minerals, or water, which is severed from the surface ownership of real property.
 2. Is created by the combination of contiguous parcels provided there is only one interest per thirty-five (35) acres in land area;
 3. Is created by a contract concerning the sale of land which is contingent upon the purchaser’s obtaining approval to subdivide the land pursuant to the requirements and provisions of these standards and regulations;

PLN5. Exemption, Section 2-02-14:

- a. Requires approval from the Board of County Commissioners (BOCC).
- b. Criteria for Approval:
 1. Consistent with and conforms to standards and regulations.
 2. Is a division of land determined not to be within the purpose of Article 28, Title 30 of the Colorado Revised Statutes and is consistent with one (1) of the following criteria:
 - a. **The property which is the subject of the Exemption may not be within any recorded subdivision plat.**
 - b. **The property which is the subject of the Exemption may not be zoned for commercial or industrial uses.**

Commenting Division: Development Services, Engineering:

Name of Review: Matt Emmens

Email: memmens@adcogov.org

ENG1: The description of the proposed subdivision states that the land will be used for farming and no development will occur. Engineering comments are based on this assumption. Any propose development of this site will require further review.

ENG2: Flood Insurance Rate Map – FIRM Panel # (08001C0329H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone. A floodplain use permit will not be required.

ENG3: Property is not in MS4 Permit area. A Stormwater Quality Permit is not required. Applicant is responsible for installation and maintenance of Erosion and Sediment Control BMP’s. Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 in regards to illicit discharge.

ENG4: Any proposed access to this property from an Adams County roadway must be permitted by the County.

Commenting Division: Transportation, Right-Of-Way

Name of Review: Ian Cortez

Email: icortez@adcogov.org

1. Submit an updated owner's title policy, dated within the last thirty (30) days of submittal.
2. Show the legal descriptions of the property per the title report along with the legal description of the proposed parcels.
3. If the location of the any of the easements defined within the Schedule B – Section 2 Exceptions of the title commitment are not shown on the plat, please provide a statement or general note as to why (i.e. Exception 9 – Book 5267 at Page 795).
4. Please show “See Sheet X” at proposed ‘break lines’ on Sheet 2-4.

Commenting Division: Development Services Building and Safety

Name of Review: Justin Blair

Email: jblair@adcogov.org

No Comment.

Commenting Division: Parks and Open Space

Name of Review: Aaron Clark

Email: aclark@adcogov.org

PRK 1: No comment.

Emily Collins

From: Jennifer Lothrop
Sent: Wednesday, November 09, 2016 10:08 AM
To: Emily Collins
Cc: Brigitte Grimm
Subject: PLT2016-0029 Sable Farmland Subdivision Exemption
Attachments: PLT2016-00029 Sable Farmland Exemption Request for Comments.pdf

Case Name: Sable Farmland Subdivision Exemption
Case Number: PLT2016-00029
Parcel #'s 0156918000041, 0156918000034, 0156918300005

The above mentioned parcels are paid in full, therefore, the Treasurer's Office has no negative input regarding this revised request.

Jennifer Lothrop
Treasurer Technician

Adams County Treasurer's Office
4430 S. Adams County Pkwy., Ste. C2436
Brighton, CO 80601
720.523.6761 | www.adcotax.com
Mon. - Fri. 7am - 5pm



Adams County Mission
To responsibly serve the Adams County Community with integrity and innovation.



ANDERSON/HATTENDORF – EXEMPTION FROM SUBDIVISION

CASE NO. **PLT2016-00029**

A PART OF THE SW1/4 OF
SECTION 18, T1S, R66W OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO.

LEGAL DESCRIPTION: PARCEL 1

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 18, T1S, R66W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18, FROM WHICH THE S-W1/16 CORNER OF SAID SECTION 18 BEARS S89°58'40"E (BASIS OF BEARING), THENCE N26°45'51"E, 33.59 FEET, ALONG A LINE THAT PROJECTS FROM THE SOUTHWEST CORNER OF SAID SECTION 18 THROUGH THE C-W1/16 CORNER OF SAID SECTION 18 TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 144TH AVENUE AND THE POINT OF BEGINNING;

THENCE CONTINUING N26°45'51"E, 1725.59 FEET ALONG A LINE THAT PROJECTS FROM THE SOUTHWEST CORNER OF SAID SECTION 18 THROUGH THE C-W1/16 CORNER OF SAID SECTION 18 TO THE SOUTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO JOE BUTLER AS DESCRIBED IN QUIT CLAIM DEED RECORDED APRIL 23, 1999, IN BOOK 5728 AT PAGE 86 OF THE RECORDS OF ADAMS COUNTY, COLORADO;

THENCE N89°58'40"W, 545.50 FEET ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 5728 AT PAGE 86 TO THE WEST LINE OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 18;

THENCE N00°06'13"W, 1077.94 FEET ALONG THE WEST LINE OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 18 TO THE C-W1/16 CORNER OF SAID SECTION 18;

THENCE N89°43'16"E, 719.01 FEET ALONG THE NORTH LINE OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 18 TO THE NORTHWESTERLY CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF BRIGHTON AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MARCH 6, 2013, AS RECEPTION NO. 2012000016869 OF THE RECORDS OF ADAMS COUNTY, COLORADO;

THENCE S54°59'53"E, 159.42 FEET ALONG THE SOUTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 2012000016869 TO AN ANGLE POINT THEREOF;

THENCE N89°43'16"E, 304.97 FEET ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 2012000016869 TO AN ANGLE POINT THEREOF;

THENCE S80°47'12"E, 137.12 FEET ALONG THE SOUTHEASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 2012000016869 TO THE WESTERLY RIGHT-OF-WAY LINE OF SABLE BOULEVARD;

Confirm direction. The SW1/16 is west of C-S1/16.

THENCE S00°12'39"E, 1213.19 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SABLE BOULEVARD TO THE SOUTH LINE OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 18;

THENCE N89°52'08"E, 1291.97 FEET ALONG THE SOUTH LINE OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 18 TO THE SW1/16 CORNER OF SAID SECTION 18;

THENCE S00°06'53"E, 1294.41 FEET ALONG THE EAST LINE OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 18 TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE;

THENCE N89°58'40"W, 26.67 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE TO THE EASTERLY LINE OF A 30 FOOT ACCESS EASEMENT;

THENCE N00°21'06"W, 931.68 FEET ALONG THE EASTERLY LINE OF SAID 30 FOOT ACCESS EASEMENT TO THE NORTHEAST CORNER THEREOF;

THENCE S89°38'54"W, 9.88 FEET ALONG THE NORTHERLY LINE OF SAID 30 FOOT ACCESS EASEMENT TO THE EASTERLY LINE OF THE ANDERSON WELL PAD SITE;

THENCE N00°14'52"W, 350.49 FEET ALONG THE EASTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE N67°38'08"W, 267.46 FEET ALONG THE NORTHEASTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE S27°11'41"W, 619.92 FEET ALONG THE NORTHWESTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE S57°12'28"E, 477.99 FEET ALONG THE SOUTHWESTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE S88°39'51"E, 112.48 FEET ALONG THE SOUTHERLY LINE OF SAID ANDERSON WELL PAD SITE TO THE WESTERLY LINE OF SAID 30 FOOT ACCESS EASEMENT;

THENCE S00°21'06"E, 570.97 FEET ALONG THE WESTERLY LINE OF SAID 30 FOOT ACCESS EASEMENT TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE;

THENCE N89°58'40"W, 856.20 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE TO EASTERLY LINE OF THAT TRACT OF LAND CONVEYED TO ROBERT H. HATTENDORF AND ANNE E. ANDERSON AS DESCRIBED IN PUBLIC TRUSTEE'S DEED RECORDED JANUARY 7, 1993, IN BOOK 4010 AT PAGE 201 OF THE RECORDS OF ADAMS COUNTY, COLORADO;

THENCE N00°16'48"W, 151.25 FEET PARALLEL WITH THE WEST LINE OF THE SW1/4 OF SAID SECTION 18 AND ALONG AN WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 4010 AT PAGE 201 TO AN ANGLE POINT THEREOF;

THENCE N89°58'40"W, 144.00 FEET PARALLEL WITH THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 18 AND ALONG A SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 4010 AT PAGE 201 TO AN ANGLE POINT THEREOF;

THENCE S00°16'48"E, 151.25 FEET PARALLEL WITH THE WEST LINE OF THE SW1/4 OF SAID SECTION 18 AND ALONG AN EASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 4010 AT PAGE 201 TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE;

THENCE N89°58'40"W, 268.73 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE TO THE POINT OF BEGINNING.

AREA = 63.688 ACRES MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 2

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18, FROM WHICH THE S-W1/16 CORNER OF SAID SECTION 18 BEARS S89°58'40"E (BASIS OF BEARING), THENCE S89°58'40"E, 1340.79 FEET ALONG THE SOUTH LINE OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 18 TO THE S-W1/16 CORNER OF SAID SECTION 18; THENCE N00°06'53"W, 30.00 FEET ALONG THE EAST LINE OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 18 TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 144TH AVENUE; THENCE N89°58'40"W, 26.67 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE TO THE EASTERLY LINE OF A 30 FOOT ACCESS EASEMENT AND THE POINT OF BEGINNING;

THENCE N00°21'06"W, 931.68 FEET ALONG THE EASTERLY LINE OF SAID 30 FOOT ACCESS EASEMENT TO THE NORTHEAST CORNER THEREOF;

THENCE S89°38'54"W, 9.88 FEET ALONG THE NORTHERLY LINE OF SAID 30 FOOT ACCESS EASEMENT TO THE EASTERLY LINE OF THE ANDERSON WELL PAD SITE;

THENCE N00°14'52"W, 350.49 FEET ALONG THE EASTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE N67°38'08"W, 267.46 FEET ALONG THE NORTHEASTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE S27°11'41"W, 619.92 FEET ALONG THE NORTHWESTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE S57°12'28"E, 477.99 FEET ALONG THE SOUTHWESTERLY LINE OF SAID ANDERSON WELL PAD SITE TO AN ANGLE POINT THEREOF;

THENCE S88°39'51"E, 112.48 FEET ALONG THE SOUTHERLY LINE OF SAID ANDERSON WELL PAD SITE TO THE WESTERLY LINE OF SAID 30 FOOT ACCESS EASEMENT;

THENCE S00°21'06"E, 570.97 FEET ALONG THE WESTERLY LINE OF SAID 30 FOOT ACCESS EASEMENT TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE;

THENCE S89°58'40"E, 30.00 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST 144TH AVENUE TO THE POINT OF BEGINNING.

AREA = 7.102 ACRES MORE OR LESS.

NOTES

- BEARINGS SHOWN ON THIS MAP ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SW1/4 OF THE SW1/4 OF SECTION 18, T1S, R66W OF THE 6TH P.M., BEARS S89°58'40"E AS MONUMENTED AND SHOWN HEREON.
- SET 24" LONG #5 REBAR WITH 2 INCH ALUMINUM CAP MARKED "CIVILARTS PLS 24305" FLUSH W/ GROUND LEVEL WHERE NOTED "SET". FOUND #5 REBAR WITH 2 INCH ALUMINUM CAP MARKED "CIVILARTS PLS 24305" FLUSH W/ GROUND LEVEL WHERE NOTED "FND". DID NOT FIND OR SET A MONUMENT WHERE NOTED "NFS".
- RECORDED EASEMENTS AND RIGHTS-OF-WAY, IF ANY, ARE SHOWN ON THIS PLAT AS DISCLOSED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 508-F0531376-017-PN8, AMENDMENT NO. 2, EFFECTIVE DATE AUGUST 4, 2016. NO ADDITIONAL RESEARCH WAS COMPLETED.
- APPARENT EASEMENTS AND RIGHTS-OF-WAY SUCH AS DITCHES, VISIBLE SURFACE FEATURES AND EVIDENCE OF UTILITY LINES AND FACILITIES, AND OVERHEAD UTILITY LINES AS MAY BE INDICATED ON THIS MAP, ARE SHOWN FROM FIELD LOCATION AND MAY INDICATE A REAL PROPERTY RIGHT. NO ADDITIONAL RESEARCH WAS COMPLETED.
- LINEAR DIMENSIONS SHOWN ON THIS MAP ARE U.S. SURVEY FEET.

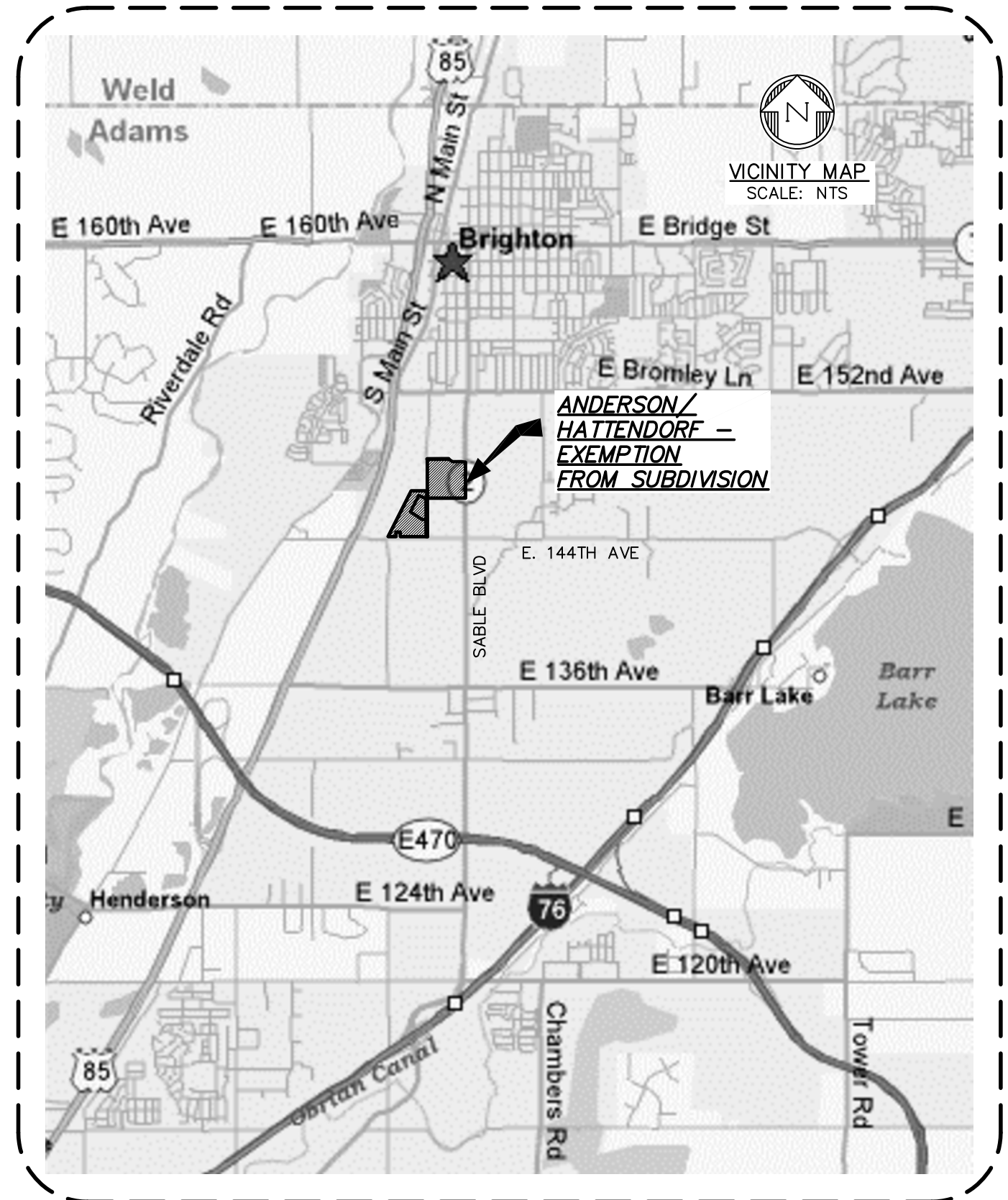
NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I, FRANK N. DREXEL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP REFLECTS THE RESULTS OF A SURVEY MADE UNDER MY RESPONSIBLE CHARGE, IS BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

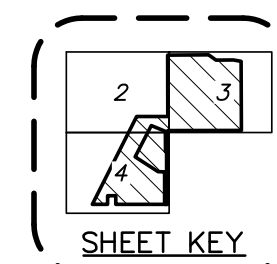
FRANK N. DREXEL
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 24305
DATE: _____



CERTIFICATE CLERK AND RECORDER:

THIS EXEMPTION FROM SUBDIVISION MAP WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, STATE OF COLORADO, AT _____ O'CLOCK ____M THIS _____ DAY OF _____, AND IS RECORDED AT RECEPTION NUMBER _____

CLERK AND RECORDER



M&H INDUSTRIAL
PARK
LOT 3
O'NEAL FLAT ROLLED METALS LLC

FULTON AVE
(60' ROW)

40' UTILITY EASEMENT
THE CITY OF BRIGHTON
REC. 2007000103963

30' UTILITY EASEMENT
THE CITY OF BRIGHTON
REC. 2007000103963

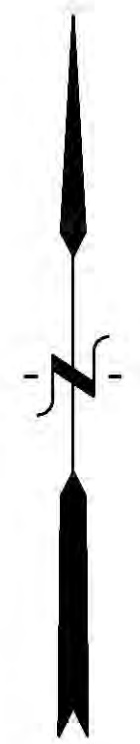
W1/4 COR. SEC. 18
FOUND #6 REBAR W/
3-1/4" ALUM. CAP MKD.
"LS 28283 2002" FLUSH
W/ GROUND LEVEL.

WITNESS CORNER
FOUND #6 REBAR W/
2-1/2" ALUM. CAP MKD.
"WC CIVILARTS PLS 24305
2016" FLUSH W/ GROUND
LEVEL.

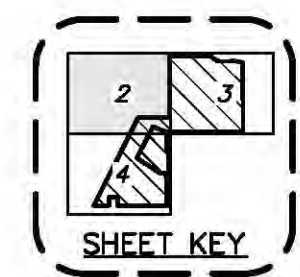
Provide tie dimension
to witness corner or
detail.

LEGEND	
UTILITIES	
EB	ELECTRIC BOX
EC	ELECTRIC CONDUIT (RISER)
ELEC	ELECTRIC
EM	ELECTRIC METER
EMH	ELECTRIC MANHOLE
EVT	ELECTRIC VAULT
EWS	ELECTRIC WARNING SIGN
FH	FIRE HYDRANT
GA	GUY ANCHOR
LP	LIGHT POLE
MH	MANHOLE
PP	POWER POLE
TT	ELECTRIC TRANSMISSION TOWER
WWH	WATER WELL HEAD
MISC.	
AC	ACRES
ALUM	ALUMINUM
BK	BOOK
BM	BENCH MARK
CCW	COUNTER-CLOCKWISE
CONC	CONCRETE
DESC	DESCRIPTION
ELEC	ELECTRIC
ESMT	EASEMENT
MKD	MARKED
PG	PAGE
PR	PRODUCING WELL
±	MORE OR LESS
REC	RECEPTION NO.

LEGEND	
(-REC.)	RECORD DIMENSION
ROW	RIGHT-OF-WAY
SF	SQUARE FEET
SPL	SPECIAL
TSL	TO SOUTH LINE OF SECTION
TWL	TO WEST LINE OF SECTION
UTIL	UTILITY
XX	PERMIT LOCATION
FEATURES	
-X-X-	FENCE
-+ -+ -+	RAILROAD
- - - -	DITCH OR DRAINAGE
- - - -	PROPERTY CORNER
MONUMENTS	
SET	SET 24" LONG, #5 REBAR, W/ 2" ALUM. CAP MKD. "CIVILARTS PLS 24305" FLUSH W/ GROUND LEVEL.
FND	FOUND #5 REBAR W/ 2" ALUM. CAP MKD. "CIVILARTS-DREXEL PLS 24305" FLUSH W/ GROUND LEVEL.
NFS	MONUMENT NOT FOUND OR SET.
M1	FOUND #5 REBAR W/ 1-1/2" ALUM. CAP MKD. "JR ENG PLS 38252" FLUSH W/ GROUND LEVEL OR AS NOTED.
AGL	ABOVE GROUND LEVEL
BGL	BELOW GROUND LEVEL
FGL	FLUSH W/ GROUND LEVEL
RPC	RED PLASTIC CAP
WC	WITNESS CORNER
YPC	YELLOW PLASTIC CAP



SCALE: 1"=100'



UNPLATTED
CITY OF BRIGHTON
NW1/4, SW1/4,
SEC. 18

UNPLATTED
VEAL, INC.

UNPLATTED
JOE BUTLER
QUIT CLAIM DEED
PARCEL B
BK. 5728, PG. 86

UNPLATTED
JOE BUTLER
QUIT CLAIM DEED
PARCEL C
BK. 5728, PG. 86

SEE SHEET 3

SEE SHEET 4



ENGINEERING PLANNING SURVEYING
1500 Kansas Ave., Suite 2-E
Longmont, CO 80501
P 303.682.1131
F 303.682.1149

UNPLATTED
ADAMS COUNTY

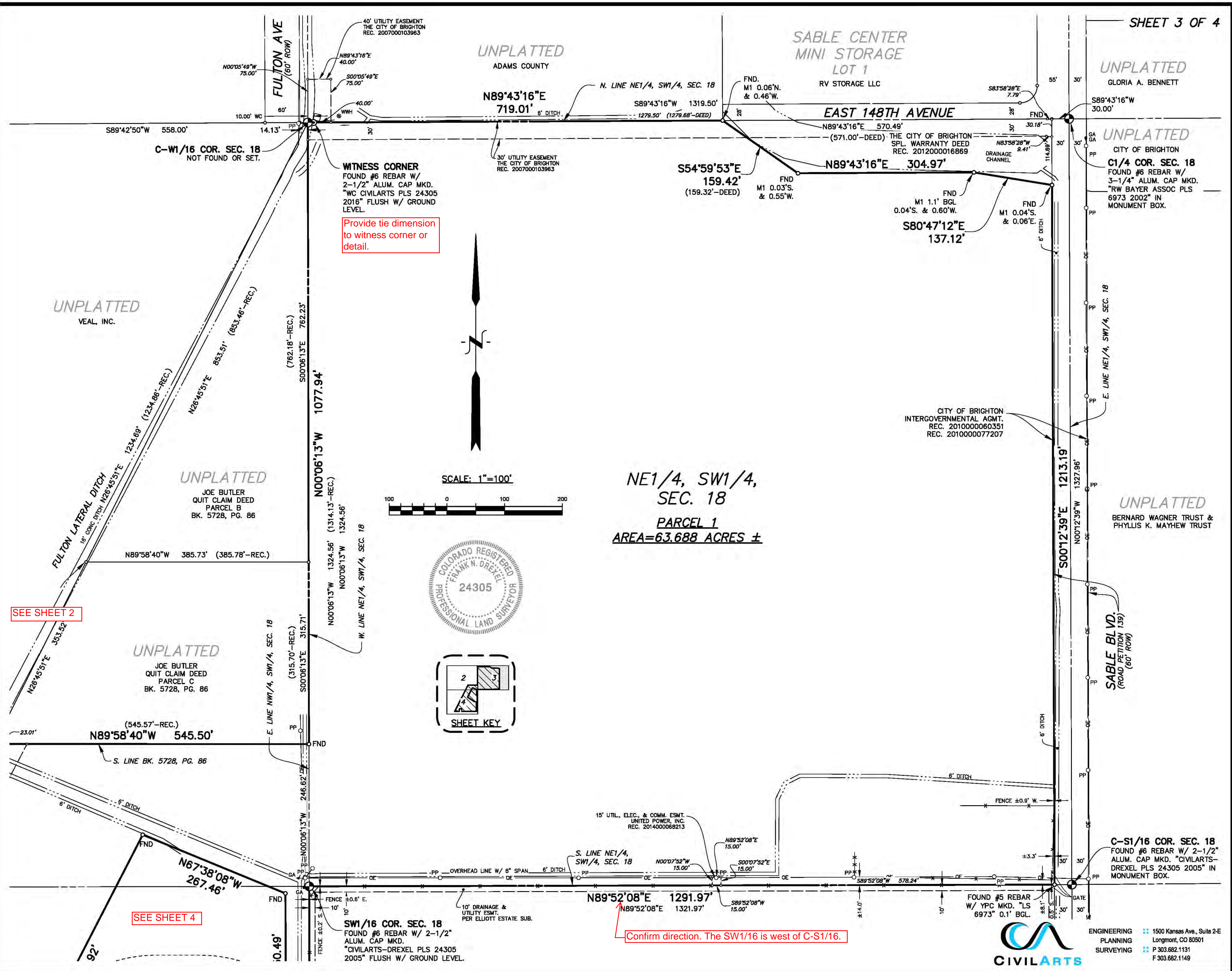
SABLE CENTER
MINI STORAGE
LOT 1
RV STORAGE LLC

UNPLATTED
GLORIA A. BENNETT

UNPLATTED
CITY OF BRIGHTON

C1/4 COR. SEC. 18
FOUND #6 REBAR W/
3-1/4" ALUM. CAP MKD.
"RW BAYER ASSOC PLS
6973 2002" IN
MONUMENT BOX.

UNPLATTED
BERNARD WAGNER TRUST &
PHYLLIS K. MAYHEW TRUST



C-W1/16 COR. SEC. 18
NOT FOUND OR SET.

WITNESS CORNER
FOUND #6 REBAR W/
2-1/2" ALUM. CAP MKD.
"WC CIVILARTS PLS 24305
2016" FLUSH W/ GROUND
LEVEL.

Provide tie dimension
to witness corner or
detail.

UNPLATTED
VEAL, INC.

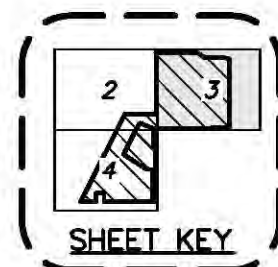
UNPLATTED
JOE BUTLER
QUIT CLAIM DEED
PARCEL B
BK. 5728, PG. 86

UNPLATTED
JOE BUTLER
QUIT CLAIM DEED
PARCEL C
BK. 5728, PG. 86

SCALE: 1"=100'



NE1/4, SW1/4,
SEC. 18
PARCEL 1
AREA=63.688 ACRES ±



SEE SHEET 2

SEE SHEET 4

Confirm direction. The SW1/16 is west of C-S1/16.

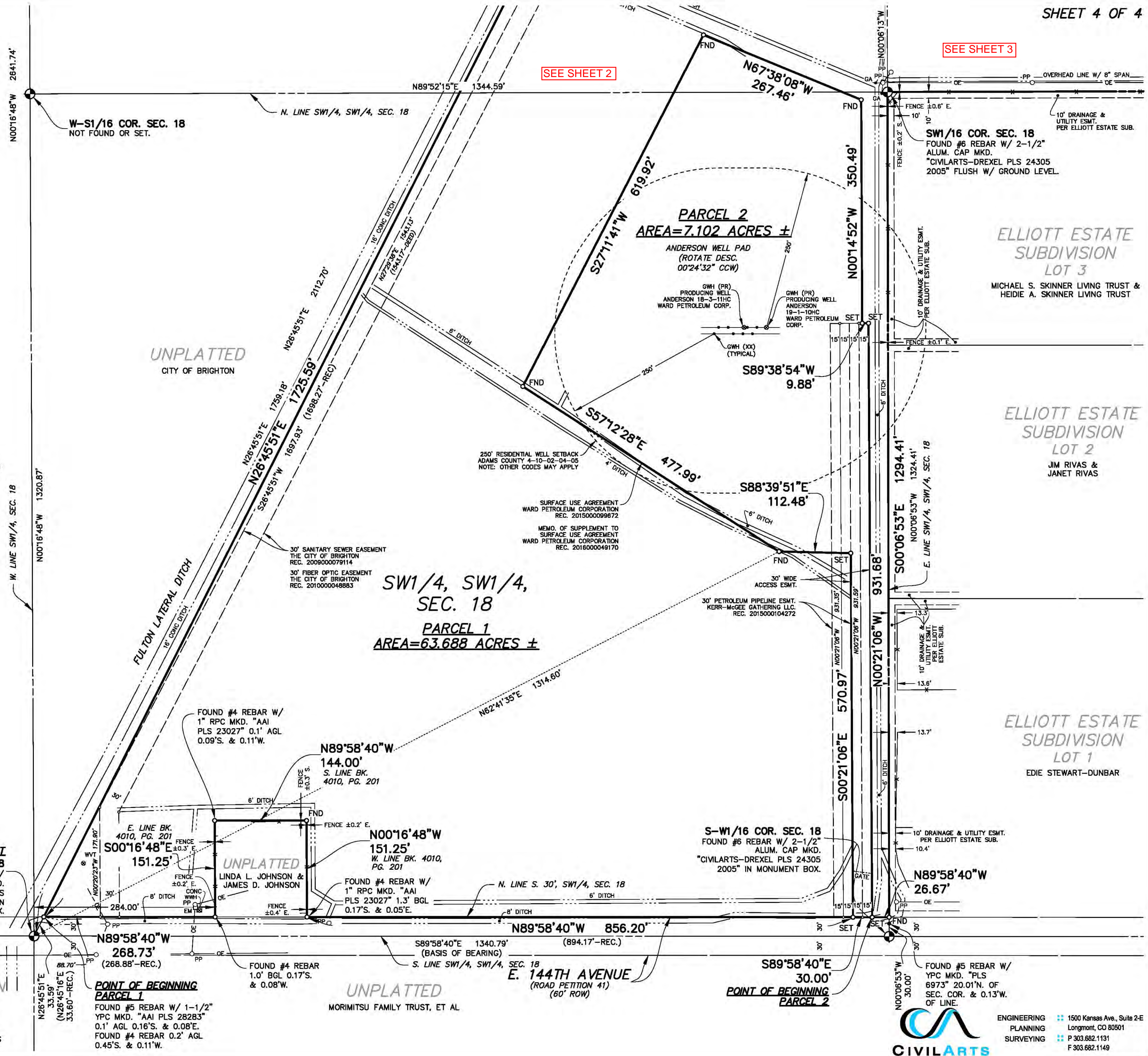
C-S1/16 COR. SEC. 18
FOUND #6 REBAR W/ 2-1/2"
ALUM. CAP MKD. "CIVILARTS-
DREXEL PLS 24305 2005" IN
MONUMENT BOX.



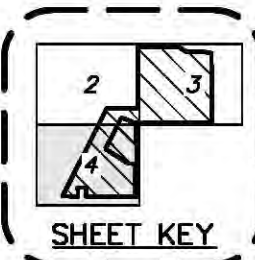
ENGINEERING PLANNING SURVEYING
1500 Kansas Ave., Suite 2-E
Longmont, CO 80501
P 303.682.1131
F 303.682.1149

SEE SHEET 3

SEE SHEET 2



SCALE: 1"=100'



ELLIOTT ESTATE SUBDIVISION LOT 3
MICHAEL S. SKINNER LIVING TRUST & HEIDIE A. SKINNER LIVING TRUST

ELLIOTT ESTATE SUBDIVISION LOT 2
JIM RIVAS & JANET RIVAS

ELLIOTT ESTATE SUBDIVISION LOT 1
EDIE STEWART-DUNBAR

POINT OF COMMENCEMENT SW COR. SEC. 18
FOUND #6 REBAR W/ 3-1/4" ALUM. CAP MKD. "RW BAYER ASSOC PLS 6973 2002" IN MONUMENT BOX.

POINT OF BEGINNING PARCEL 1
FOUND #5 REBAR W/ 1-1/2" YPC MKD. "AAI PLS 28283" 0.1' AGL 0.16"S. & 0.08"E. FOUND #4 REBAR 0.2' AGL 0.45"S. & 0.11"W.

S-W1/16 COR. SEC. 18
FOUND #6 REBAR W/ 2-1/2" ALUM. CAP MKD. "CIVILARTS-DREXEL PLS 24305 2005" IN MONUMENT BOX.

FOUND #5 REBAR W/ YPC MKD. "PLS 6973" 20.01"N. OF SEC. COR. & 0.13"W. OF LINE.

OCTOBER 25, 2016 JG 53510-SE.DWG



November 29, 2016

Emily Collins
Adams County Planning and Development Department
4430 South Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601

RE: Sable Farmland Subdivision Exemption
Case PLT2016-00029
TCHD Case No. 4170

Dear Ms. Collins:

Thank you for the opportunity to review and comment on the Subdivision Exemption to create two lots pursuant to Section 2-02-14 located northwest of E 144th Ave and Sable Blvd. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable public and environmental health regulations and principles of healthy community design and has no comments.

Please feel free to contact me at (720) 200-1585 or lbroten@tchd.org if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "L Broten", written in a cursive style.

Laurel Broten, MPH
Land Use and Built Environment Specialist
Tri-County Health Department

CC: Sheila Lynch, Monte Deatrich, TCHD

COLORADO GEOLOGICAL SURVEY

1801 19th Street
Golden, Colorado 80401



Karen Berry
State Geologist

November 29, 2016

Emily Collins
Adams County
Community & Economic Development
4430 S. Adams County Parkway, Suite W2000A
Brighton, CO 80601

Location:
SW $\frac{1}{4}$ Section 18,
T1S, R66W of the 6th P.M.
39.9616, -104.823

Subject: Sable Farmland Subdivision Exemption
Project Number PLT2016-00029; Adams County, CO; CGS Unique No. AD-17-0008

Dear Ms. Collins:

Colorado Geological Survey has reviewed the Sable Farmland subdivision exemption referral. I understand the applicant proposes two lots on 70.8 acres located at 13701 E. 144th Ave., Brighton. With this referral, I received a request for CGS review (November 8, 2016), and a set of four Exemption from Subdivision plat sheets (CivilArts, October 25, 2016).

The site does not contain steep slopes, is not undermined, is located within an area of "minimal flood hazard," and is not exposed to or located within any identified geologic hazard areas that would preclude the proposed additional lot. **CGS therefore has no objection to approval of the subdivision exemption as proposed.**

Geotechnical constraints. According to available geologic mapping (Trimble and Machette, 1979, Geologic map of the greater Denver area, Front Range Urban Corridor, Colorado: U.S.G.S., Miscellaneous Investigations Series Map I-856-H, scale 1:100,000), the site is underlain by Broadway alluvium, or river deposits associated with the South Platte River. Potential development constraints that will need to be evaluated as part of a geotechnical investigation for any future improvements include, but are not necessarily limited to 1) loose, low-strength sands and silts, 2) hydrocompaction, or collapse under loading and wetting, 3) swelling soils, depending on the clay content of the alluvium, and 4) soils that are moderately to highly corrosive to uncoated steel (this includes steel water supply pipelines and basement window wells).

Thank you for the opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Carlson".

Jill Carlson, C.E.G.
Engineering Geologist

Emily Collins

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Wednesday, November 23, 2016 8:13 AM
To: Emily Collins
Subject: PLT2016-00029, Sable Farmland Subdivision Exemption

Emily,

I have reviewed the referral named above and have no objection to the subdivision exemption to create two lots on property located at 13701 E. 144th Ave.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org



COLORADO
Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 821
Denver, CO 80203

November 30, 2016

Emily Collins, AICP
Adams County Community & Economic Development Department
Transmitted via email:
ECollins@adcogov.org

RE: Sable Farmland Subdivision Exemption
Case no. PLT2016-00029
Portion of the SW1/4 of Sec. 18, T1S, R66W, 6th P.M.
Water Division 1, Water District 2

Dear Ms. Collins,

This referral does not appear to qualify as a “subdivision” as defined in Section 30-28-101(10)(a), C.R.S. Therefore, pursuant to the State Engineer’s March 4, 2005 and March 11, 2011 memorandums to county planning directors, this office will only perform a cursory review of the referral information and provide informal comments. The comments do not address the adequacy of the water supply plan for this project or the ability of the water supply plan to satisfy any County regulations or requirements. In addition, the comments provided herein cannot be used to guarantee a viable water supply plan or infrastructure, the issuance of a well permit, or physical availability of water.

The Applicant is seeking an exemption from the subdivision regulations to create two lots from a 70.79 acre parcel. Parcel 1 will be 63.688 acres and will consist of agricultural land that will be held under a permanent conservation easement with Adams County; Parcel 2 will be 7.102 acres and will contain existing oil and gas wells. The application materials indicate that Parcel 1 will continue to be irrigated with existing water rights; no other information was provided regarding the water supply for the property.

There appear to be several wells located on what will become Parcel 1 including wells with permit nos. 1901-R, 1902-R, 1903-R, 1905-R, 17941, and 249996-A. Well permits 1901-R, 1902-R, 1903-R and 1905-R are irrigation wells with water rights. The well with permit no. 1903-R is currently prohibited from pumping; the wells with permit nos. 1901-R, 1902-R, and 1905-R operate pursuant to an augmentation plan with Central Colorado Water Conservancy District’s Groundwater Management Subdistrict. The proposed subdivision exemption does not impact the conditions of these well permits. These wells should be operated pursuant to their permits, water rights, and a plan for augmentation.



Well permit no. 17941 was issued to register an existing domestic well located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18 in 1963. Based on the submitted map it appears that this well is located on Parcel 1 and its uses may be associated with a residential site that is not located on the property. The proposed subdivision exemption does not impact the conditions of this well permit.

Well permit no. 249996-A was issued on May 6, 2003 to replace a well that had historically been used for ordinary household purposes inside one single family dwelling, the irrigation of not more than 10,000 square feet of home gardens and lawns, and the watering of domestic animals and poultry. The well was constructed on June 25, 2003. The proposed subdivision exemption does not impact the conditions of this well permit. It appears that the residence this well serves is located on Parcel 1. Should the residence and its associated uses be abandoned as a part of the land conservation plan, the well should be plugged and abandoned in accordance with the Water Well Construction Rules.

If you, or the applicant, have any questions please contact Karlyn Armstrong at 303-866-3581 x8275.

Sincerely,



Joanna Williams, P.E.
Water Resource Engineer

Cc: File for permit no. 1901-R, 1902-R, 1903-R, 1905-R, 17941, 249996-A





Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

November 28, 2016

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Chris LaRue

Re: Sable Farmland Subdivision Exemption, Case # PLT2016-00029

Public Service Company of Colorado has reviewed the subdivision exemption plat for **Sable Farmland** and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado



Request for Comments

Case Name:	Sable Farmland Subdivision Exemption
Case Number:	PLT2016-00029

November 8, 2016

Adams County Planning Commission is requesting comments on the following request:

A Subdivision Exemption to create two lots pursuant to Section 2-02-14.

This request is located at **13701 E 144TH AVE.**

The Assessor's Parcel Number is **0156918000041, 0156918000034, 0156918300005**

Applicant Information **THE CONSERVATION FUND (CHRISTINE QUINLAN)**
1942 BROADWAY, SUITE 323
BOULDER, CO 80304

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 11/29/2016 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to ECollins@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Emily Collins, AICP
Case Manager



Public Hearing Notification

Case Name:	Sable Farmland Exemption
Case Number:	PLT2016-00029
Board of County Commissioners Hearing Date:	02/21/2017 at 9:30 a.m.

December 19, 2016

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

Request a Subdivision Exemption to create two lots pursuant to Section 2-02-14.

This request is located at **13701 E 144TH AVE**

The Assessor's Parcel Number is **0156918000034, 0156918000041, 0156918300005**

Applicant Information: **THE CONSERVATION FUND (CHRISTINE QUINLAN)
1942 BROADWAY, SUITE 323
BOULDER, CO 80304**

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Emily Collins, AICP
Case Manager

PUBLICATION REQUEST

Sable Farmland Subdivision Exemption

Case Number:

PLT2016-00029

Board of County Commissioners Hearing Date: February 21, 2017 at 9:30 AM

Request: Request a Subdivision Exemption to create two lots pursuant to Section 2-02-14.

Location: 13701 E 144TH AVE

Parcel Number(s): 0156918000034, 0156918000041, 0156918300005

Case Manager: Emily Collins

Case Technician: Shayla Christenson

Applicant: The Conservation Fund

CHRISTINE QUINLAN

**1942 BROADWAY
SUITE 323
BOULDER, CO 80304**

**Owner: HATTENDORF ROBERT H
ANDERSON ANNE E
14605 SABLE BLVD
BRIGHTON, CO 806016733**

Legal Description: PARCEL A:

THAT PORTION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST 1/2 SOUTHWEST 1/4; THENCE NORTH 26 DEGREES 45 MINUTES 16 SECONDS EAST, 33.60 FEET ALONG A LINE DRAWN FROM THE SOUTHWEST CORNER TO THE NORTHEAST CORNER OF SAID WEST 1/2 SOUTHWEST 1/4 TO THE TRUE POINT OF BEGINNING, SAID POINT BEING 30.00 FEET NORTH OF THE SOUTH LINE OF SAID WEST 1/2 SOUTHWEST 1/4; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 268.88 FEET TO A POINT WHICH IS 284.00 FEET EAST OF THE WEST LINE OF SAID WEST 1/2 SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST AND PARALLEL TO THE WEST LINE SAID WEST 1/2 SOUTHWEST 1/4 A DISTANCE OF 151.25 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 144.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST, 151.25 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 894.17 FEET MORE OR LESS TO A POINT WHICH LIES 18.43 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 15 MINUTES 49 SECONDS WEST, 1305.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 21.87 FEET MORE OR LESS TO A POINT ON SAID EAST LINE WEST 1/2 SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREES 06 MINUTES 34 SECONDS WEST ALONG SAID EAST LINE, 1314.13 FEET MORE OR LESS TO THE NORTHEAST CORNER SAID WEST 1/2 SOUTHWEST

1/4; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS WEST ALONG THE NORTH LINE SAID WEST 1/2 SOUTHWEST 1/4 A DISTANCE OF 558.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 06 MINUTES 34 SECONDS EAST AND PARALLEL WITH THE EAST LINE SAID WEST 1/2 SOUTHWEST 1/4 A DISTANCE OF 1099.62 FEET MORE OR LESS TO A POINT ON THE SAID LINE DRAWN FROM THE SOUTHWEST TO THE NORTHEAST CORNER OF SAID WEST 1/2 SOUTHWEST 1/4; THENCE SOUTH 26 DEGREES 45 MINUTES 15 SECONDS WEST ALONG SAID LINE A DISTANCE OF 1698.27 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST 1/2 SOUTHWEST 1/4; THENCE NORTH 26 DEGREES 45 MINUTES 16 SECONDS EAST, 1731.87 FEET ALONG A LINE DRAWN FROM THE SOUTHWEST CORNER TO THE NORTHEAST CORNER OF SAID WEST 1/2 SOUTHWEST 1/4, TO THE TRUE POINT OF BEGINNING; SAID POINT BEING 558.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 SOUTHWEST 1/4; THENCE CONTINUING NORTH 26 DEGREES 45 MINUTES 16 SECONDS EAST ALONG SAID LINE A DISTANCE OF 1234.86 FEET TO THE NORTHEAST CORNER SAID WEST 1/2 SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS WEST ALONG THE

NORTH LINE SAID WEST 1/2 SOUTHWEST 1/4 A DISTANCE OF 558.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 06 MINUTES 34 SECONDS EAST AND PARALLEL WITH THE EAST LINE SAID WEST 1/2 SOUTHWEST 1/4 A DISTANCE OF 1099.62 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING;

AND EXCEPT THAT PORTION OF THE WEST ONE HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST ONE HALF SOUTHWEST ONE-QUARTER, THENCE NORTH 26 DEGREES 44 MINUTES 33 SECONDS EAST, 2112.70 FEET ALONG A LINE DRAWN FROM THE SOUTHWEST CORNER TO THE NORTHEAST CORNER OF SAID WEST ONE HALF SOUTHWEST ONE-QUARTER

TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 26 DEGREES 44 MINUTES 33 SECONDS EAST ALONG SAID LINE A DISTANCE OF 853.46 FEET TO THE NORTHEAST CORNER SAID WEST ONE HALF SOUTHWEST ONE-QUARTER; THENCE SOUTH 00 DEGREES 07 MINUTES 49 SECONDS EAST ALONG THE EAST LINE SAID WEST ONE HALF SOUTHWEST ONE-QUARTER A DISTANCE OF 762.18 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE SOUTH LINE SAID WEST ONE HALF SOUTHWEST ONE-QUARTER A DISTANCE OF 385.78 FEET TO THE TRUE POINT OF BEGINNING;

AND EXCEPT THAT PORTION OF THE WEST ONE HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST ONE HALF SOUTHWEST ONE-QUARTER, THENCE NORTH 26 DEGREES 44 MINUTES 33 SECONDS EAST 1759.18 FEET ALONG A LINE DRAWN FROM THE SOUTHWEST CORNER TO THE NORTHEAST CORNER OF SAID WEST ONE HALF SOUTHWEST ONE-QUARTER

TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 26 DEGREES 44 MINUTES 33 SECONDS EAST ALONG SAID LINE A DISTANCE OF 353.52 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE SOUTH LINE SAID WEST ONE HALF SOUTHWEST ONE-QUARTER A DISTANCE OF 385.78 FEET TO A POINT ON THE EAST LINE SAID WEST ONE HALF SOUTHWEST ONE-QUARTER; THENCE SOUTH 00 DEGREES 07 MINUTES 49 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 315.70 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE SOUTH LINE SAID WEST ONE

HALF SOUTHWEST ONE-QUARTER A DISTANCE OF 545.57 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 SOUTHWEST 1/4 SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, THENCE NORTH 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH ALONG THE EAST LINE OF THE WEST 1/2 SOUTHWEST 1/4 SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST A DISTANCE OF 1305 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 21.47 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF THE WEST 1/2 SOUTHWEST 1/4 SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST A DISTANCE OF 1305 FEET; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF THE WEST 1/2 SOUTHWEST 1/4 SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST TO THE TRUE POINT OF BEGINNING,

EXCEPT ANY PORTION LYING WITHIN LAND DESCRIBED IN DEED RECORDED JANUARY 7, 1993 IN [BOOK 4010 AT PAGE 201](#).

PARCEL C:

THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION EIGHTEEN (18), TOWNSHIP ONE (1) SOUTH, RANGE SIXTY-SIX (66) WEST OF THE 6TH P.M.,

EXCEPT ANY PORTION LYING WITHIN PUBLIC ROADS,
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF BRIGHTON BY SPECIAL WARRANTY DEED
RECORDED MARCH 6, 2012 AT [RECEPTION NO. 2012000016869](#),
COUNTY OF ADAMS, STATE OF COLORADO.

Adams County
Attn: Planning Addressing
PLN

COLORADO DEPT OF TRANSPORTATION
Attn: Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222

Adams County Construction Inspection
Attn: PWCI .
PWCI

COLORADO DIVISION OF WILDLIFE
Attn: Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
DENVER CO 80216-1000

Adams County Development Services - Building
Attn: Justin Blair
JBlair@adcogov.org

COLORADO DIVISION OF WILDLIFE
Attn: JOSEPH PADIA
6060 BROADWAY
DENVER CO 80216

Adams County Treasurer: Send email
Attn: Adams County Treasurer
bgrimm@adcogov.org

COLORADO GEOLOGICAL SURVEY
Attn: Jill Carlson
1500 Illinois Street
Golden CO 80401

BRIGHTON FIRE DISTRICT
Attn: WHITNEY MEANS
500 South 4th Avenue
3rd Floor
BRIGHTON CO 80601

Colorado Geological Survey: CGS_LUR@mines.edu
Attn: Jill Carlson
Mail CHECK to Jill Carlson

BRIGHTON SCHOOL DISTRICT 27J
Attn: Kerrie Monti
18551 E. 160TH AVE.
BRIGHTON CO 80601

COUNTY ATTORNEY- Email
Attn: Christine Francescani
CFrancescani@adcogov.org

CITY OF BRIGHTON - Planning
Attn: Jason Bradford
500 S 4th Ave
BRIGHTON CO 80601

Engineering Department - ROW
Attn: Transportation Department
PWE - ROW

CITY OF BRIGHTON - WATER & SANATATION DEPT.
Attn: ED BURKE
500 S. 4th Ave, 4th Floor
BRIGHTON CO 80601

Engineering Division
Attn: Transportation Department
PWE

Code Compliance Supervisor
Attn: Eric Guenther
eguenther@adcogov.org

NS - Code Compliance
Attn: Augusta Allen

COLO DIV OF WATER RESOURCES
Attn: Joanna Williams
OFFICE OF STATE ENGINEER
1313 SHERMAN ST., ROOM 818
DENVER CO 80203

Parks and Open Space Department
Attn: Nathan Mosley
mpedrussi@adcogov.org
aclark@adcogov.org

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

148TH AND SABLE BOULEVARD
BUILDING LLC
1289 S 4TH AVE
BRIGHTON CO 80601-6808

HATTENDORF ROBERT H 1/2 INT
ANDERSON ANNE E 1/2 INT
14605 SABLE BLVD
BRIGHTON CO 80601

148TH AND SABLE BOULEVARD BUILDING
LOT 3 LLC
1289 S 4TH AVE
BRIGHTON CO 80601-6808

JOHNSON LINDA L
13821 E 144TH AVE
BRIGHTON CO 80601-6763

ABEL JEFFREY J
14395 POTOMAC ST
BRIGHTON CO 80601-7229

MORIMITSU FAMILY TRUST ET AL
14201 SABLE BLVD
BRIGHTON CO 80601-7221

ADAMS COUNTY
4430 S ADAMS COUNTY PKWY
BRIGHTON CO 80601-8222

O NEAL FLAT ROLLED METALS LLC
2311 HIGHLAND AVE S STE 200
BIRMINGHAM AL 35205-2975

ANDERSON JERRY D AND
ANDERSON ANNE
14605 SABLE BLVD
BRIGHTON CO 80601-6733

PALIZZI AND SON INC
14820 SABLE BLVD
BRIGHTON CO 80601

BENNETT GLORIA A
14820 SABLE BLVD
BRIGHTON CO 80601

PALIZZI DEBORA M
14840 SABLE BLVD
BRIGHTON CO 80601

BUTLER JOE
795 NEWLAND CT
BOULDER CO 80303

PHIPPS LENNIE R AND
PHIPPS LOLITA D
14305 POTOMAC ST
BRIGHTON CO 80601-7229

CITY OF BRIGHTON
500 S 4TH AVE
BRIGHTON CO 80601-3165

PLEASANT PLAINS LLC
13191 LOGAN STREET
THORNTON CO 80241

HALLOCK A R AND CO LLLP 49/005% INT
C/O ANNE E SMITH
PO BOX 621785
LITTLETON CO 80162-1785

RBK LLC
1177 S 4TH AVE
BRIGHTON CO 80601-6806

HATTENDORF ROBERT H
ANDERSON ANNE E
14605 SABLE BLVD
BRIGHTON CO 80601-6733

RIVAS JIM AND
RIVAS JANET
10297 DOWLING WAY
HIGHLANDS RANCH CO 80126-4769

RV STORAGE LLC
7839 SPRUCE CT
THORNTON CO 80602-5829

RVP INCORPORATED
16675 JASMINE ST
BRIGHTON CO 80602-6052

SKINNER MICHAEL S LIVING TRUST 1/2
SKINNER HEIDIE A LIVING TRUST 1/2
14585 SABLE BLVD
BRIGHTON CO 80601

SMITH GAIL L LIVING TRUST THE
23880 E 152ND AVE
BRIGHTON CO 80603-3824

STEWART-DUNBAR EDIE
14291 E 144TH AVE
BRIGHTON CO 80601-6755

VEAL INC UND 50/995% INT
11150 HURON ST STE 100
NORTHGLENN CO 80234-4378

WAGNER BERNARD TRUST 1/2 INT AND
MAYHEW PHYLLIS K TRUST 1/2 INT
14801 E 144TH AVE
BRIGHTON CO 80601-6748

WAL-MART REAL ESTATE BUSINESS TRACT
C/O PROPERTY TAX DEPARTMENT
PO BOX 8050
BENTONVILLE AR 72712-8055



CERTIFICATE OF POSTING

I, Emily Collins do hereby certify that I had the property posted at

13701 E. 144TH AVE.

on February 10, 2017

in accordance with the requirements of the Adams County Zoning Regulations

Emily Collins

Emily Collins

Sable Farmland Subdivision Exemption PLT2016-00029

February 21, 2017

Board of County Commissioners

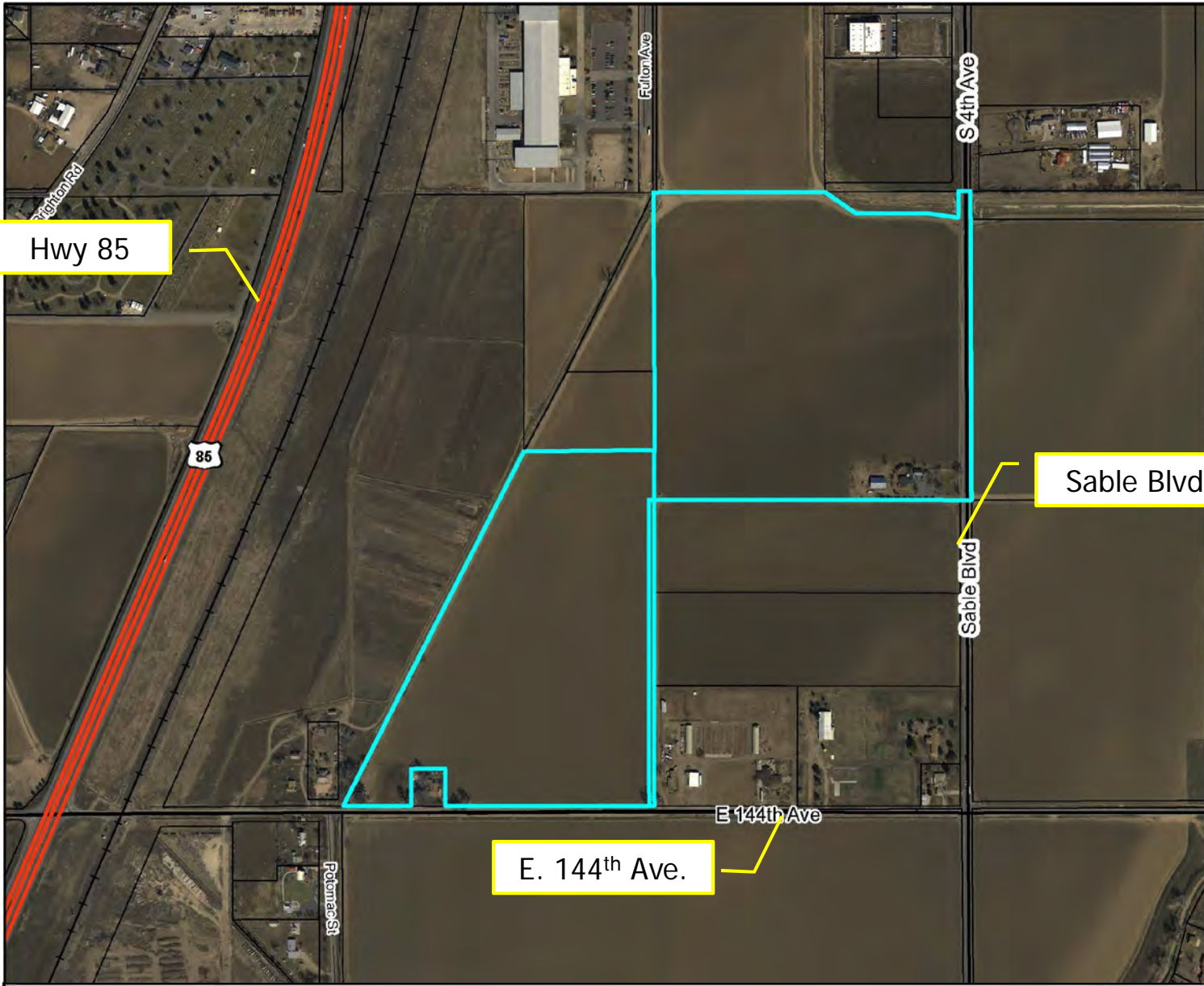
Community and Economic Development

Case Manager: Emily Collins



Request

1. Subdivision Exemption to create two lots
 - Lot One= 63 acres for agricultural preservation
 - Lot Two= 7 acres for existing oil/gas facility



Hwy 85

Sable Blvd.

E. 144th Ave.

Sable Farmland Subdivision Exemption

PLT2016-00029



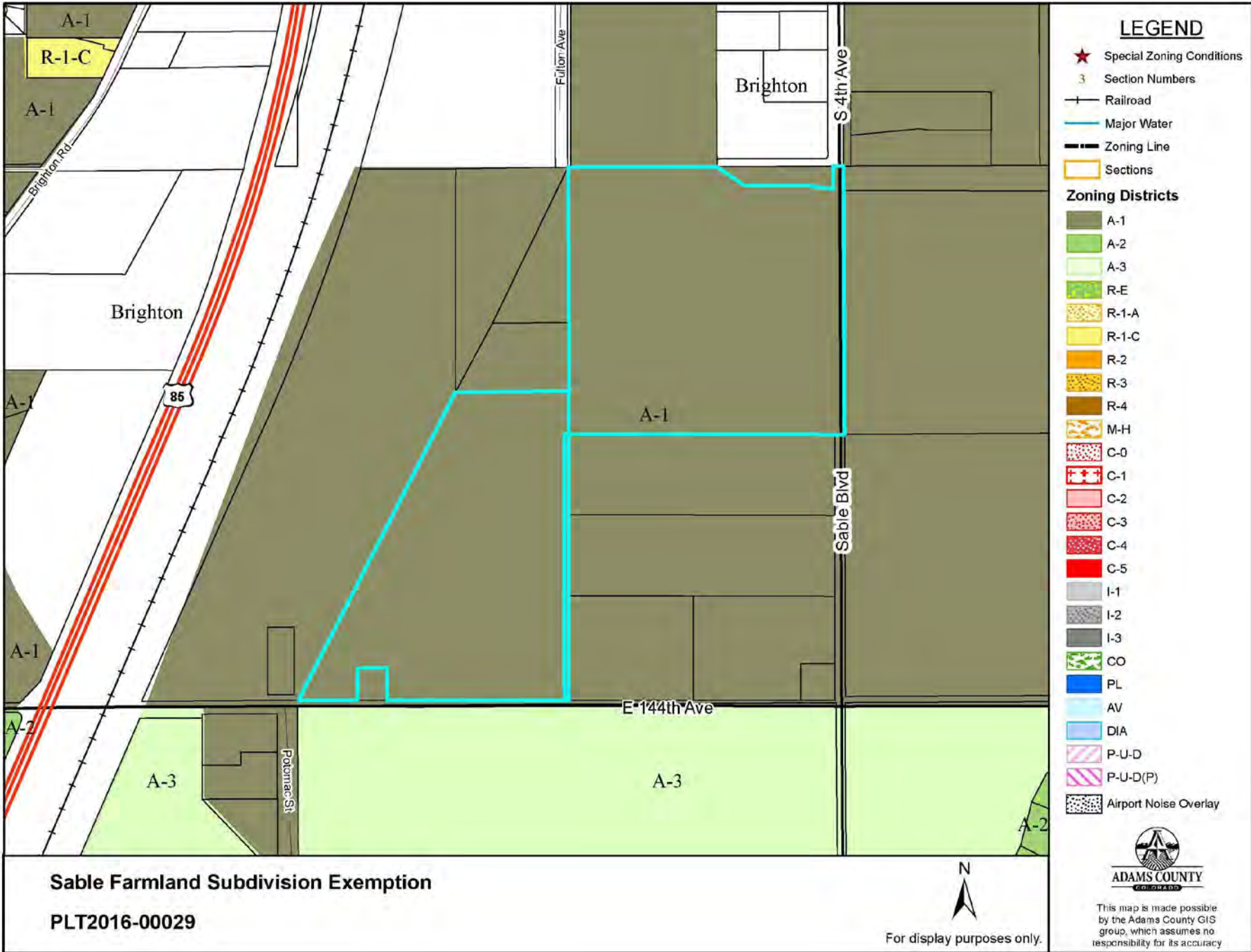
For display purposes only.

LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- ⊞ Airport Noise Overlay



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy.



LEGEND

- ★ Special Zoning Conditions
 - 3 Section Numbers
 - +— Railroad
 - Major Water
 - Zoning Line
 - Sections
- Zoning Districts**
- A-1
 - A-2
 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)
 - ⊞ Airport Noise Overlay

Sable Farmland Subdivision Exemption

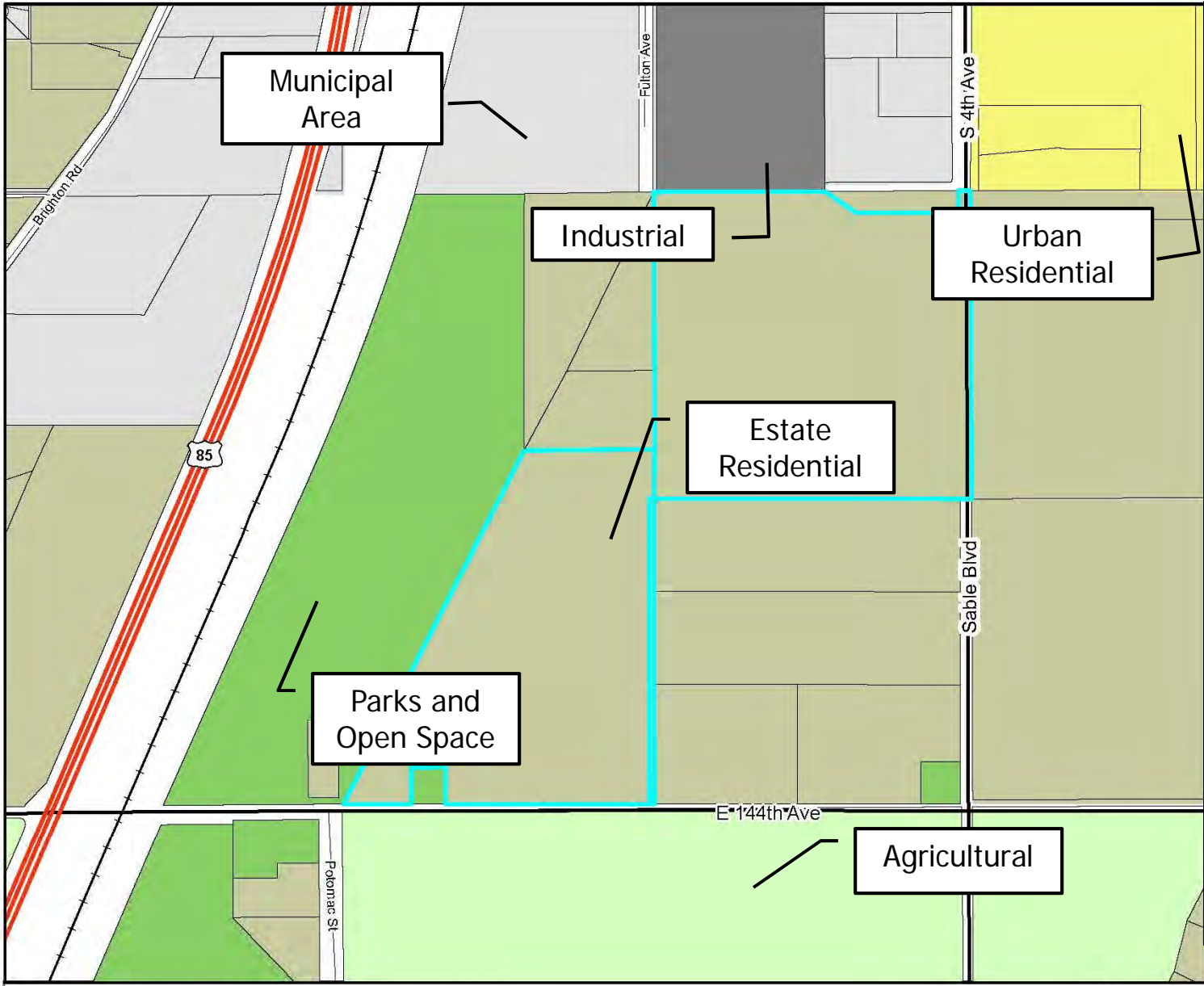
PLT2016-00029



For display purposes only.




This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Estate Residential
 •Single-family, low density

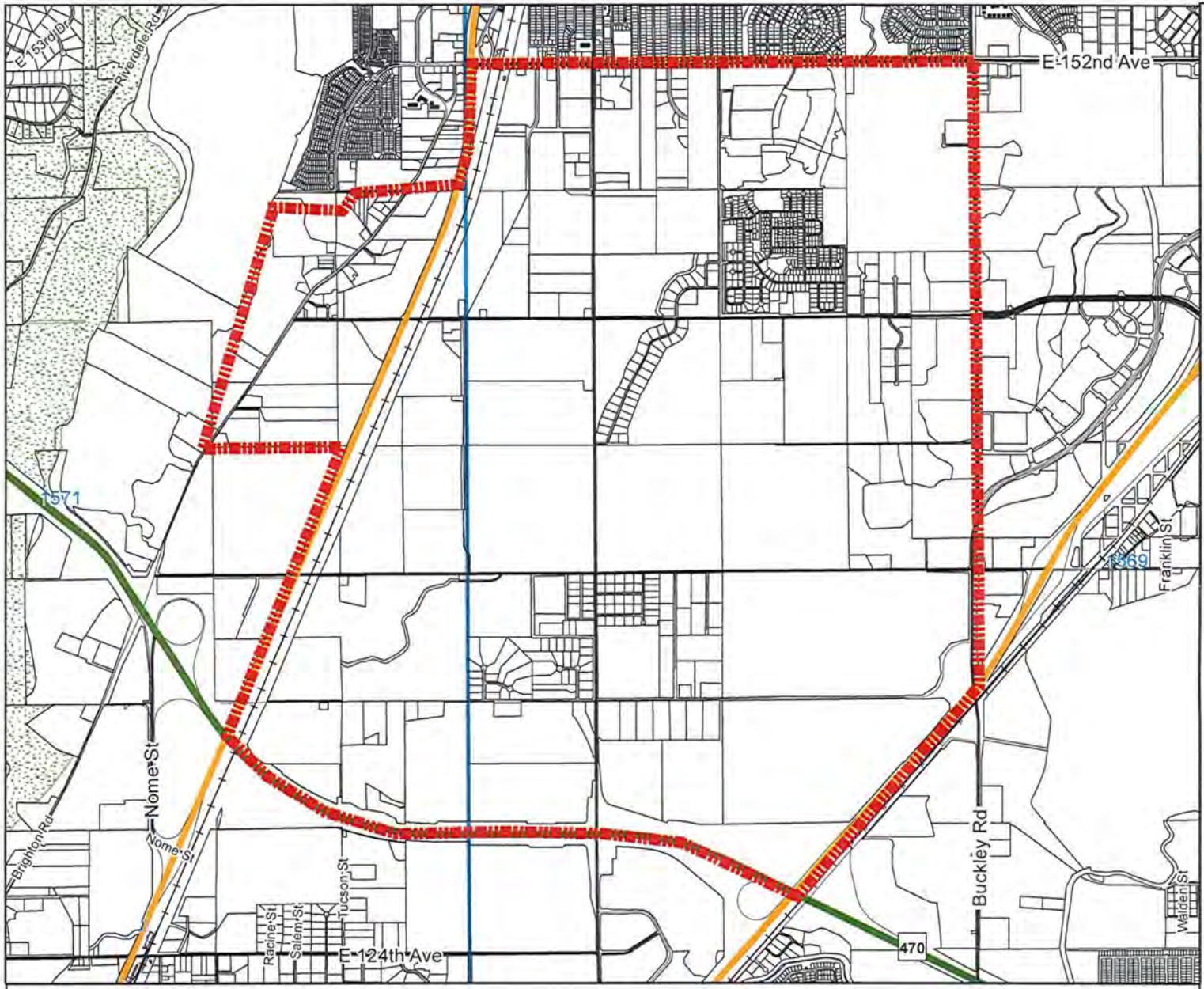
Sable Farmland Subdivision Exemption
PLT2016-00029

N
 For display purposes only.


ADAMS COUNTY
 COLORADO
 This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Background

- April 2016
 - BOCC ratified approval of District Plan
 - ~5,000 ac.
 - Preserve agricultural heritage
 - Agri-tourism and land preservation
 - Brighton and County apply for funding to acquire land
- Conservation Fund
 - Consultant hired to identify suitable agricultural lands
 - Negotiated purchase of 64 acres
 - Convey to Brighton with conservation easement



Legend



Generalized District Plan Boundary

Case Name: The District Plan
 Case Number: PLN2016-00005



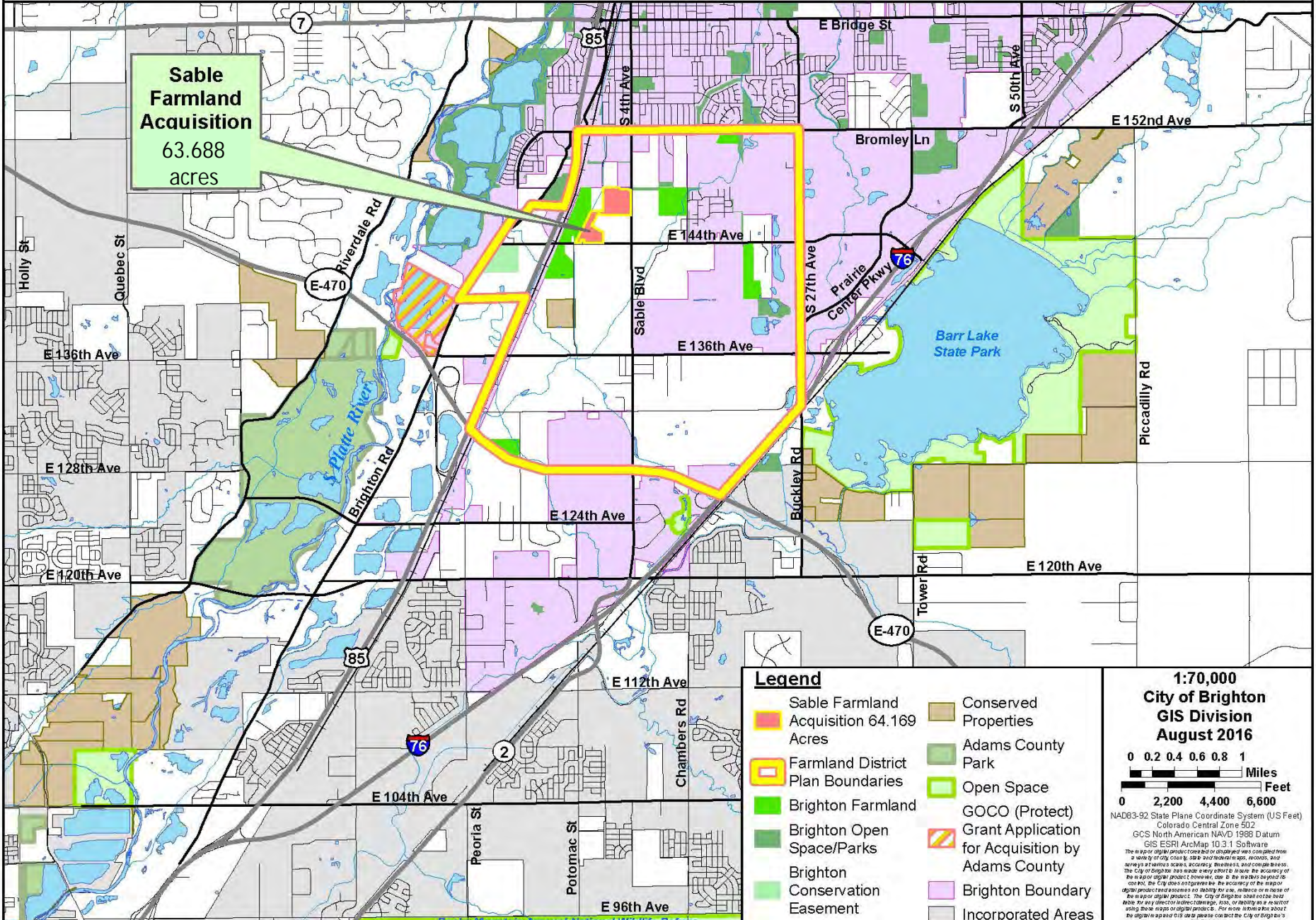
For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Agriculture Heritage Area Map



Sable Farmland Acquisition
63.688 acres

Legend

- Sable Farmland Acquisition 64.169 Acres
- Farmland District Plan Boundaries
- Brighton Farmland
- Brighton Open Space/Parks
- Brighton Conservation Easement
- Conserved Properties
- Adams County Park
- Open Space
- GOCO (Protect) for Acquisition by Adams County
- Brighton Boundary
- Incorporated Areas

1:70,000
City of Brighton
GIS Division
August 2016

0 0.2 0.4 0.6 0.8 1
Miles

0 2,200 4,400 6,600
Feet

NAD83-92 State Plane Coordinate System (US Feet)
Colorado Central Zone 502
GCS North American NAD83 1983 Datum
GIS ESRI ArcMap 10.3.1 Software

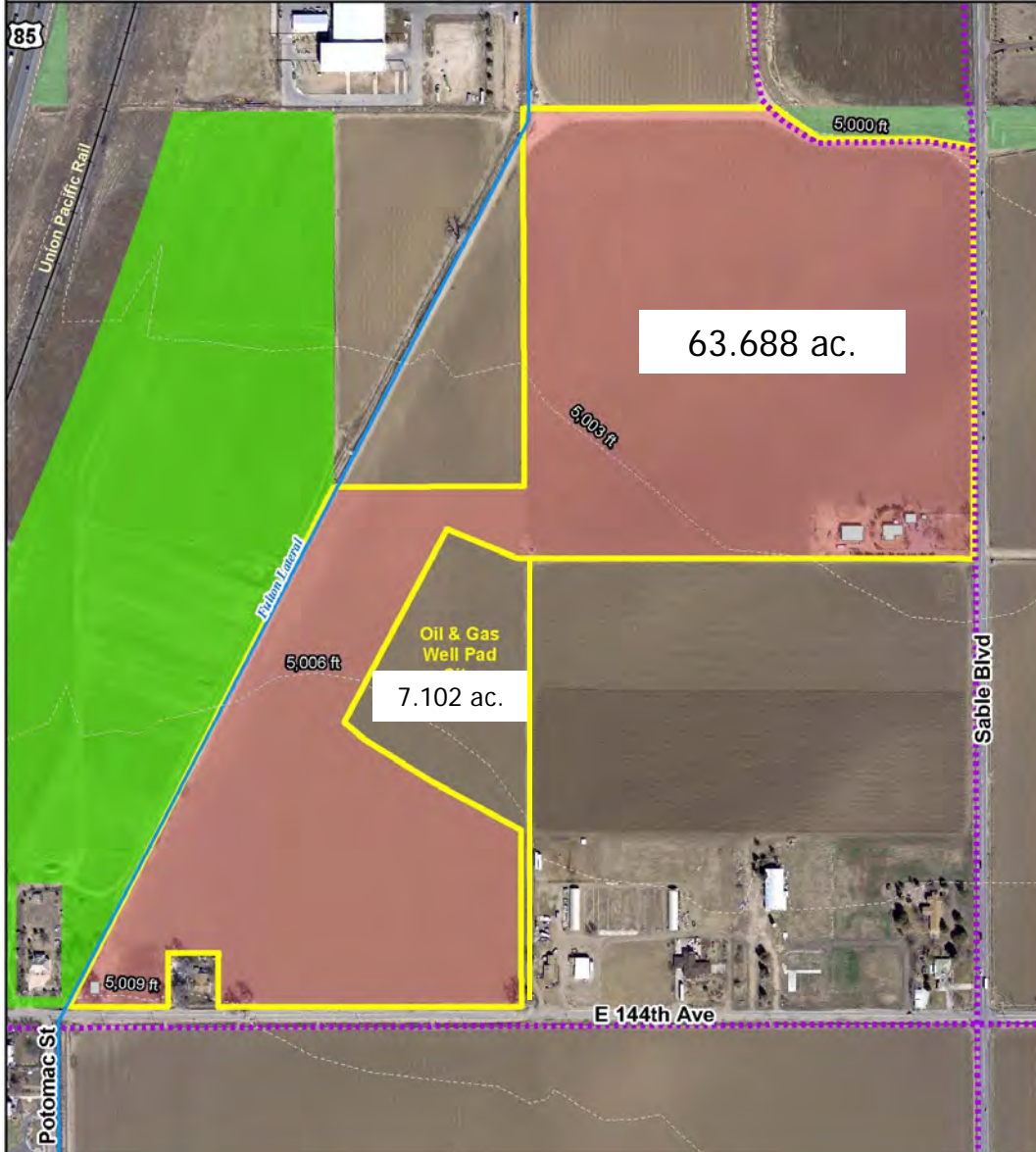
The map or other products that are derived from a variety of city, county, state and federal maps, records, and surveys of various scales, accuracy, dates, and compilation. The City of Brighton has made every effort to ensure the accuracy of the map or other product however, use of the map or other product is at the user's own risk. The City does not guarantee the accuracy of the map or other product and assumes no liability for any reliance on or use of the map or other product. The City of Brighton shall not be held liable for any direct or indirect damage, loss, or liability to a user or any other person or entity. For more information about the digital products please contact the City of Brighton's GIS Division.

Background

- Proposed Site Development
 - Lot One
 - 64 acres
 - Agricultural and Single-Family
 - Conservation easement
 - Lot Two
 - 7 acre flag lot
 - 12 wells and 14 oil tanks
 - Site will be reclaimed after drilling



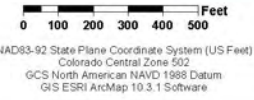
Sable Farmland Acquisition Site Map



Legend

- Sable Farmland Acquisition
- Brighton Owned Farmland
- Future Trails
- Brighton Owned Open Space
- Building Footprints

1:4,500
City of Brighton
GIS Division
August 2016



Map extent not within floodplain

The user or client accepts all responsibility for the use of the information provided on this map. The City of Brighton does not warrant the accuracy or completeness of the information provided on this map. The City of Brighton is not responsible for any errors or omissions on this map. The City of Brighton is not responsible for any damages or liabilities arising from the use of this map. The City of Brighton is not responsible for any claims or lawsuits arising from the use of this map. The City of Brighton is not responsible for any claims or lawsuits arising from the use of this map.

SEE SHEET 3

SEE SHEET 4



SCALE: 1"=100'



POINT OF COMMENCEMENT

SW COR. SEC. 18
FOUND #6 REBAR W/
3-1/4" ALUM. CAP MKD.
"RW BAYER ASSOC PLS
8973 2002" IN
MONUMENT BOX.

POINT OF BEGINNING

Parcel 1
FOUND #5 REBAR W/ 1-1/2"
ALUM. CAP MKD. "AAI
PLS 23027" IN MONUMENT BOX.

POINT OF BEGINNING

Parcel 2
FOUND #6 REBAR W/ 2-1/2"
ALUM. CAP MKD.
"CIVILARTS-DREXEL PLS 24305
2005" IN MONUMENT BOX.

W-S1/16 COR. SEC. 18
NOT FOUND OR SET.

N. LINE SW1/4, SW1/4, SEC. 18

UNPLATTED
CITY OF BRIGHTON

SW1/4, SW1/4,
SEC. 18

PARCEL 1
AREA=63.688 ACRES ±

PARCEL 2
AREA=7.102 ACRES ±

ANDERSON WELL PAD
(ROTATE DESC.
0024.32" CCW)

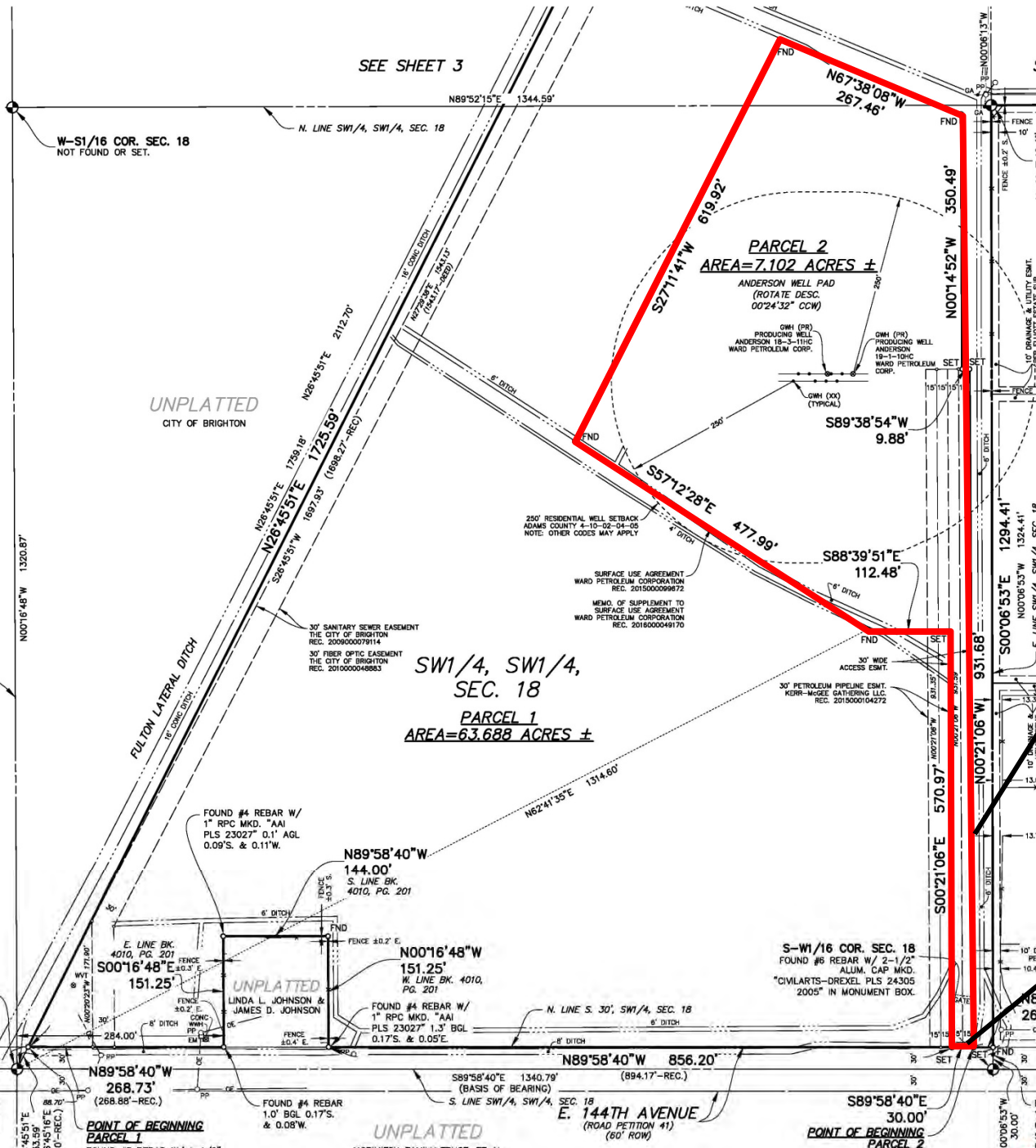
ELLIOTT ESTATE
SUBDIVISION
LOT 3
MICHAEL S. SKINNER LIVING TRUST &
HEDIE A. SKINNER LIVING TRUST

ELLIOTT ESTATE
SUBDIVISION
LOT 2
JM RIVAS &
JANET RIVAS

ELLIOTT ESTATE
SUBDIVISION
LOT 1
EDIE STEWART-DUNBAR

570 ft
depth

30 ft
width



LOCATION DRAWING – ANDERSON WELL PAD

SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M.



NEAREST CULTURAL ITEMS:

(AS MEASURED FROM THE NEAREST PROPOSED WELLHEAD CLOSEST TO THE REFERENCED CULTURAL ITEM).

BUILDING:	557'± SE
BUILDING UNIT:	622'± NE
HIGH OCC. BLD. UNIT:	5280'+
DES. OUTSIDE ACTIVITY AREA:	5280'+
PUBLIC ROAD:	934'± S
ABOVE GRND UTILITY:	431'± NE
RAILROAD:	1483'± NW
PROP. LINE:	188'± E

NEAREST CULTURAL ITEMS:

(AS MEASURED FROM THE LIMITS OF THE PROPOSED PRODUCTION FACILITY CLOSEST TO THE REFERENCED CULTURAL ITEM).

BUILDING:	259'± SE
BUILDING UNIT:	514'± SE
HIGH OCC. BLD. UNIT:	5280'+
DES. OUTSIDE ACTIVITY AREA:	5280'+
PUBLIC ROAD:	670'± S
ABOVE GRND UTILITY:	424'± NE
RAILROAD:	1552'± NW
PROP. LINE:	30'± E

IMPROVEMENTS

(MEASURED FROM THE PROPOSED ANDERSON 19-1-7HN WELLHEAD).

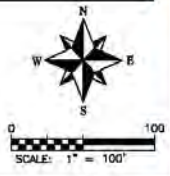
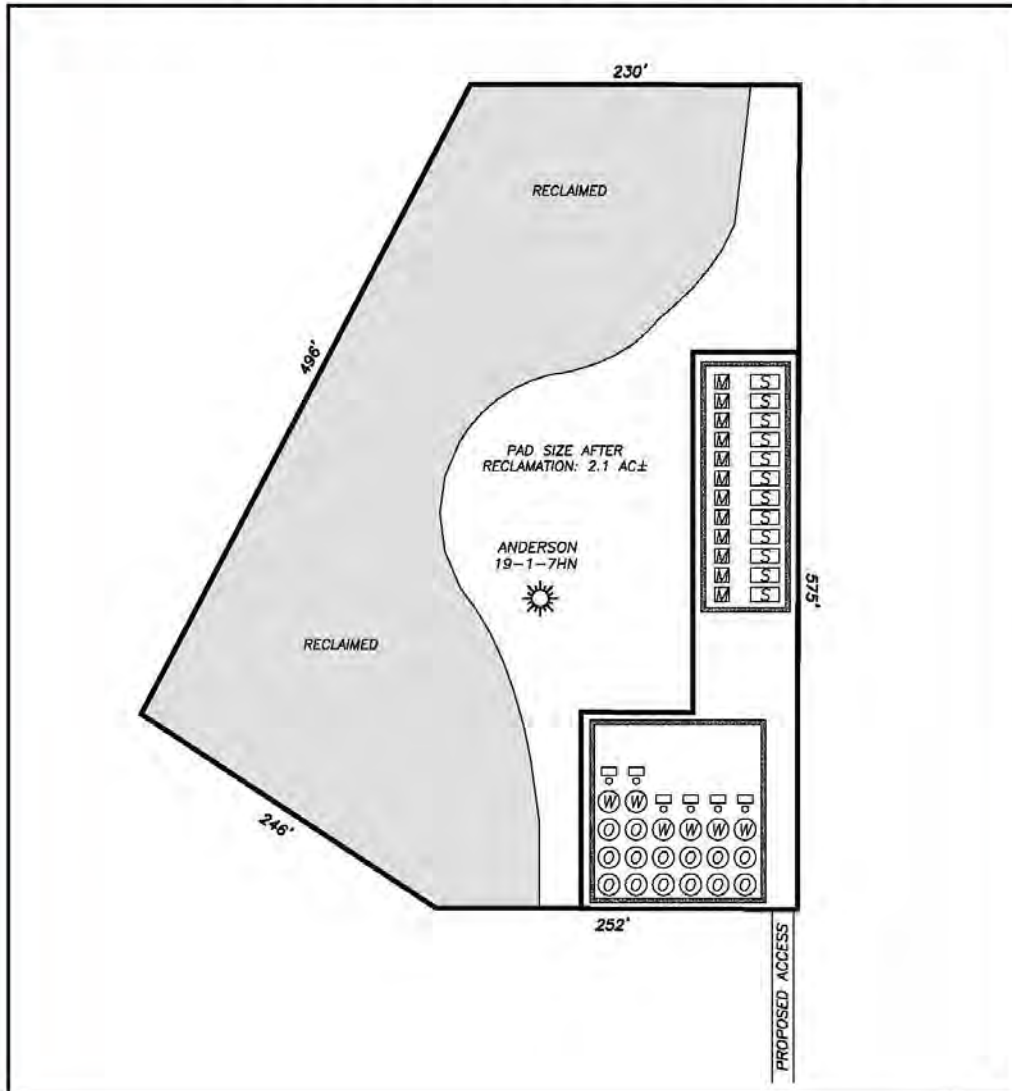
1. O.H. UTILITY:	424'± NE
2. IRRIG. WELL:	444'± NE
3. BUILDING UNIT:	622'± NE
4. FIELD ROAD:	186'± E
5. WIRE FENCE:	488'± SE
6. BUILDING:	560'± SE
7. BUILDING:	663'± SE
8. FIELD ROAD:	585'± NW
9. CANAL:	604'± NW



SCALE: 1" = 300'

PROPOSED PRODUCTION FACILITY ANDERSON WELL PAD

SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M.



Exemption from Subdivision

Section 2-02-14

- Criteria:
 - Conformance with Development Standards
 - Lot dimensions
 - Access to public road
 - Compatibility
 - Qualify as “exempt” from Article 28, Title 30 C.R.S.
 - Granted to State, county, municipality
 - Contract contingent upon subdivision approval
 - Not within any recorded subdivision plat
 - Not be zoned for commercial or industrial uses

West on E. 144th Ave



North on E. 144th Ave



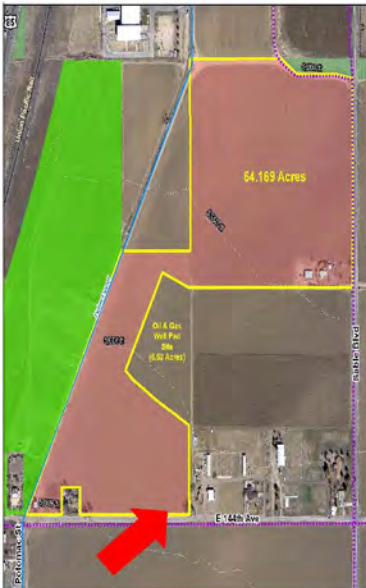
North on E. 144th Ave



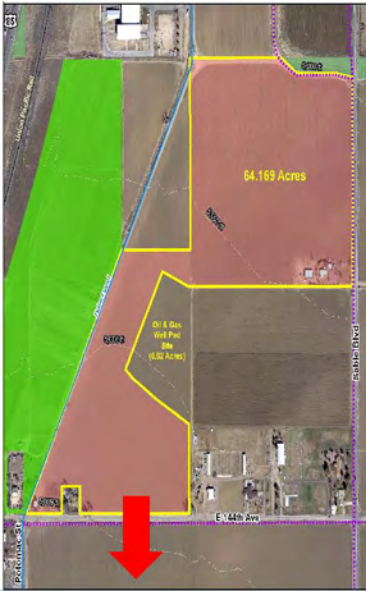
NE on E. 144th Ave



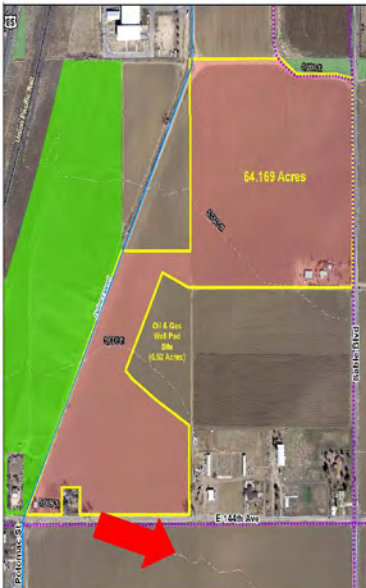
NE on E. 144th Ave



South on E. 144th Ave



SE on E. 144th Ave



East on E. 144th Ave



Referral Comments

- Xcel, Division of Water, CDOT, Tri-County, Geological:
 - No concerns
- Development Services Engineering:
 - No concerns
- Property Owners within 750 ft:

Notifications Sent	Comments Received
28	0

Exemption from Subdivision

Section 2-02-14

- Criteria:
 - Conformance with Development Standards
 - Lot dimensions
 - Access to public road
 - Compatibility
 - Division of land not within Article 28, Title 30 C.R.S.
 - Granted to State, county, municipality
 - Contract contingent upon subdivision approval
 - Not within any recorded subdivision plat
 - Not be zoned for commercial or industrial uses

Recommendation

- Complies with all criteria for Subdivision Exemption
- Compatible with surrounding area
- Compatible with Comprehensive Plan/District Plan

- Staff recommends **Approval** based on 2 Findings-of-Fact and 1 Condition Precedent.