



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
March 21, 2017
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A.** Proclamation of April 2017 as Child Abuse Awareness and Prevention Month

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of March 6-10, 2017
- B.** Minutes of the Commissioners' Proceedings from March 14, 2017
- C.** Resolution Approving Abatement Petitions and Authorizing Refund of Taxes for Account Numbers P0013453, R0009081, R0085512, and R0102991

- D. Resolution Approving Tenant Based Rental Assistance (TBRA) Subrecipient Agreement between Adams County and Adams County Housing Authority (ACHA)
- E. Resolution for Final Acceptance of Public Improvements Constructed at the Ready Mixed Fil. No. 1 Subdivision Case No. PLT2015-00002, PRC2014-00012
- F. Resolution Appointing Susan Frew as a Member of the Workforce Development Board
- G. Resolution Approving Intergovernmental Agreement between Adams County and the City and County of Broomfield for Coroner Services
- H. Resolution Regarding Defense and Indemnification of Antonio Maez and Andrew Roth as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.
- I. Resolution Approving Contract between Adams County and North Metro Community Services, Inc., for Services for Persons with Developmental Disabilities

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving Addendum Two to the Agreement between Adams County and Halogen Software, Inc., to Create a Report to Capture Employee Training Data for the Training and Development Division
- 2. Resolution Awarding a Purchase Order to Bruckner Truck Sales and Kois Brothers Equipment for Eight Tandem Axle Dump Trucks
- 3. Resolution Approving Amendment Two to the Agreement between Adams County and Colorado Frame and Suspension, Inc., for 2017 Auto Repair Services

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 ACHA Monitoring

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	676,241.70
5	Golf Course Enterprise Fund	15,759.81
6	Equipment Service Fund	45,472.30
7	Stormwater Utility Fund	24.62
13	Road & Bridge Fund	36,434.31
19	Insurance Fund	170,532.06
24	Conservation Trust Fund	877.50
27	Open Space Projects Fund	150.00
28	Open Space Sales Tax Fund	25,715.94
31	Head Start Fund	3,135.77
35	Workforce & Business Center	208.00
43	Front Range Airport	1,855.62
44	Water and Wastewater Fund	3,437.20
		<u>979,844.83</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>
00706101	422130	ABL MANAGEMENT INC	03/07/17	93.44
00706102	162127	ADAMS 12 TRANSPORTATION	03/07/17	400.00
00706103	334777	ALLEN DEBRA JEAN	03/07/17	75.30
00706104	383698	ALLIED UNIVERSAL SECURITY SERV	03/07/17	93.24
00706105	429633	ANDERSON CASSIE	03/07/17	310.84
00706106	320525	ARIAS REBECCA M	03/07/17	3,520.00
00706107	378404	CARUSO JAMES LOUIS	03/07/17	5,125.00
00706108	332630	CASTLE CHRISTOPHER	03/07/17	65.00
00706109	99357	COLO MEDICAL WASTE INC	03/07/17	1,441.00
00706110	45991	COLO STATE UNIVERSITY EXTENSIO	03/07/17	1,615.00
00706122	293123	ELSEROUGI, A J	03/07/17	65.00
00706123	197938	FIRST CALL OF COLO	03/07/17	4,980.00
00706124	378405	FRANK MEREDITH ANN	03/07/17	3,075.00
00706125	28726	G & K SERVICES	03/07/17	181.30
00706126	579749	GONZALES JENNIFER	03/07/17	150.00
00706127	34197	GOURD THADDEUS	03/07/17	324.21
00706129	228413	GUSTAFSON JASON	03/07/17	1,854.00
00706132	372951	HYLAND HILLS PARK AND RECREATI	03/07/17	40.00
00706133	579748	IVERSON JODI	03/07/17	225.00
00706135	579747	JOHNSANSEN DANIEL	03/07/17	400.00
00706136	579746	MALDONADO DENNIS	03/07/17	112.50
00706137	278820	MORGAN GORDON	03/07/17	46.25
00706138	124449	NMS LABS	03/07/17	9,690.00
00706140	170472	PERRY BRANDON	03/07/17	75.00
00706141	573987	PUTMAN IRA EUGENE	03/07/17	65.00
00706142	308437	RANDSTAD US LP	03/07/17	1,498.58
00706143	128433	REEDY KATHY	03/07/17	49.36
00706145	13538	SHRED IT USA LLC	03/07/17	277.23
00706146	38961	SHREVE JEANNE	03/07/17	218.82
00706147	10449	SIR SPEEDY	03/07/17	46.50
00706148	315130	STANFIELD THOMSON	03/07/17	65.00
00706149	93290	STOEFFLER REBECCA E	03/07/17	540.00
00706150	1007	UNITED POWER (UNION REA)	03/07/17	152.33
00706151	1007	UNITED POWER (UNION REA)	03/07/17	1,049.64
00706152	1007	UNITED POWER (UNION REA)	03/07/17	47.14
00706153	1007	UNITED POWER (UNION REA)	03/07/17	30.00

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>
00706154	1007	UNITED POWER (UNION REA)	03/07/17	43.22
00706155	1007	UNITED POWER (UNION REA)	03/07/17	203.12
00706156	438094	VALTAKIS AARON	03/07/17	65.00
00706157	28574	VERIZON WIRELESS	03/07/17	301.56
00706158	1574	WEST ADAMS SOIL CONSERVATION	03/07/17	3,310.00
00706160	35652	ABELMAN LAW OFFICE	03/07/17	19.00
00706161	91631	ADAMSON POLICE PRODUCTS	03/07/17	14,840.00
00706163	580689	ALLEY MARK EDWARD	03/07/17	19.00
00706164	29657	ARAPAHOE COUNTY RESIDENTIAL CE	03/07/17	6,641.55
00706165	426680	ARISING HOPE INTERNATIONAL	03/07/17	250.00
00706166	86033	ATLAS CASE INC	03/07/17	1,584.00
00706167	37424	BC SERVICES INC	03/07/17	19.00
00706168	37424	BC SERVICES INC	03/07/17	19.00
00706169	40942	BI- BEHAVIORAL INTERVENTIONS	03/07/17	3,169.35
00706170	580691	BUTLER ANGELA MARIE	03/07/17	19.00
00706171	241207	CLIFTONLARSONALLEN LLP	03/07/17	33,000.00
00706172	580692	COBB KRISTEN	03/07/17	19.00
00706173	59782	COMCOR INC	03/07/17	1,763.09
00706174	13049	COMMUNITY REACH CENTER	03/07/17	39,798.60
00706175	56896	CORDOVA KATHERINE	03/07/17	22.18
00706176	93529	CORRECTIONAL MANAGEMENT INC	03/07/17	416.55
00706177	189616	CREDIT SERVICE COMPANY, INC	03/07/17	19.00
00706178	580693	DEPARTMENT OF HEALTH AND HUMAN	03/07/17	19.00
00706179	128693	DREXEL BARRELL & CO	03/07/17	980.00
00706181	346551	ENDEAVOR ROBOTICS	03/07/17	6,632.97
00706182	228413	GUSTAFSON JASON	03/07/17	1,512.00
00706183	580694	HERRERA ROMERO MICHELLE MARGAR	03/07/17	19.00
00706184	33680	HOLLAND AND HART LLP	03/07/17	4,000.00
00706185	358482	HOLST AND BOETTCHER	03/07/17	19.00
00706187	32276	INSIGHT PUBLIC SECTOR	03/07/17	1,955.59
00706188	44965	INTERVENTION COMMUNITY CORRECT	03/07/17	9,246.64
00706189	357417	KANSAS CHILD SUPPORT SERVICES	03/07/17	19.00
00706190	48078	LARIMER COUNTY COMMUNITY CORRE	03/07/17	1,304.79
00706192	580695	LAW OFFICE OF CHRIS DOSCOTCH	03/07/17	19.00
00706193	166679	LEACHMAN, MARK A	03/07/17	19.00
00706194	166679	LEACHMAN, MARK A	03/07/17	19.00

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>
00706195	166679	LEACHMAN, MARK A	03/07/17	19.00
00706196	36861	LEXIS NEXIS MATTHEW BENDER	03/07/17	4,070.10
00706197	547834	LOPEZ MARCUS	03/07/17	542.00
00706198	51274	MCDONALD YONG HUI V	03/07/17	4,441.50
00706199	13591	MWI VETERINARY SUPPLY CO	03/07/17	917.63
00706200	570347	NELSON AND KENNARD	03/07/17	69.00
00706202	91870	PFX PET SUPPLY	03/07/17	355.00
00706203	580696	PLATTE VALLEY APARTMENTS	03/07/17	19.00
00706204	473537	PRAETORIAN DIGITAL, POLICEONE	03/07/17	16,880.00
00706205	163837	PTS OF AMERICA LLC	03/07/17	850.00
00706206	422902	ROADRUNNER PHARMACY INCORPORAT	03/07/17	244.96
00706207	580697	RUEDAS ALEJANDRO	03/07/17	19.00
00706209	42984	TIME TO CHANGE	03/07/17	338,549.20
00706210	227333	VARGO & JANSON, P.C.	03/07/17	19.00
00706211	27815	WAKEFIELD & ASSOCIATES INC	03/07/17	19.00
00706212	580698	WINDHOLZ GRANT E	03/07/17	19.00
00706213	358376	WOODS AND WOODS PC	03/07/17	19.00
00706214	226680	WORDEN LAW OFFICE	03/07/17	19.00
00706216	433987	ADCO DISTRICT ATTORNEY'S OFFIC	03/07/17	673.81
00706217	438101	FARRAND FRANCESCA	03/07/17	34.20
00706218	429644	GRAVES JEFFREY	03/07/17	122.67
00706219	548393	GREENFIELD JO LINDA	03/07/17	129.02
00706220	48322	JACHETTA TINA	03/07/17	25.15
00706221	581490	MAYER LISA	03/07/17	228.45
00706222	514402	OLSON MOLLY	03/07/17	42.80
00706223	455680	RUELAS RAFAEL	03/07/17	63.67
00706225	13593	KAISER PERMANENTE	03/08/17	8,650.00
00706227	98414	ROCKY MTN HEALTH PLAN	03/08/17	850.00
00706229	46792	SECURE HORIZONS	03/08/17	2,900.00
00706231	94975	STICKA LAVONNE	03/08/17	600.00
00706232	240959	UNITED HEALTHCARE	03/08/17	5,950.00
00706239	7998	BRIGHTON CHAMBER OF COMMERCE	03/08/17	3,000.00
00706240	537341	BROWN LESLEY	03/08/17	41.20
00706241	293335	BURBANK, BRANDEN M	03/08/17	100.17
00706242	37266	CENTURY LINK	03/08/17	205.39
00706243	27950	CLAPS GENE R	03/08/17	554.99

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>
00706245	44656	DENVER HEALTH & HOSPITAL AUTHO	03/08/17	7,040.00
00706246	248103	DS WATERS OF AMERICA INC	03/08/17	107.98
00706248	16423	LASER TECHNOLOGY INC	03/08/17	720.00
00706249	516994	PARK 12 HUNDRED OWNERS ASSOCIA	03/08/17	50,187.00
00706250	38079	PASQUALI AIDA E	03/08/17	16.59
00706251	76397	ROWLAND CLAUDIA	03/08/17	41.20
00706252	510366	RUSSELL GARY	03/08/17	256.80
00706253	53265	SAMS CLUB	03/08/17	410.24
00706254	362064	SAUTER VINCENT	03/08/17	17.12
00706255	8158	ZONES INC	03/08/17	522.11
00706256	35974	ADAMS COUNTY TREASURER	03/10/17	625.57
00706257	35974	ADAMS COUNTY TREASURER	03/10/17	463.83
00706258	35974	ADAMS COUNTY TREASURER	03/10/17	41.40
00706259	35974	ADAMS COUNTY TREASURER	03/10/17	48.70
00706260	35974	ADAMS COUNTY TREASURER	03/10/17	48.70
00706261	35974	ADAMS COUNTY TREASURER	03/10/17	235.01
00706262	35974	ADAMS COUNTY TREASURER	03/10/17	11.47
00706263	35974	ADAMS COUNTY TREASURER	03/10/17	3.11
00706265	383698	ALLIED UNIVERSAL SECURITY SERV	03/10/17	1,473.17
00706266	12012	ALSCO AMERICAN INDUSTRIAL	03/10/17	45.30
00706275	1204	COLO COUNTY CLERKS ASSN	03/10/17	2,299.50
00706285	255001	COPYCO QUALITY PRINTING INC	03/10/17	23.00
00706286	255001	COPYCO QUALITY PRINTING INC	03/10/17	23.00
00706287	105110	CULLIGAN	03/10/17	143.65
00706289	278407	DEEP ROCK WATER	03/10/17	61.70
00706291	516996	EZ PAWN 40114	03/10/17	1,617.00
00706293	26333	GRAF TREVOR G	03/10/17	93.63
00706300	374481	MASTERS TOUCH LLC	03/10/17	29,568.06
00706301	252284	MEGA PAWN	03/10/17	115.00
00706303	563643	MONKEY ON THE TREE	03/10/17	1,300.00
00706304	460797	NOVA CATERING	03/10/17	14,932.43
00706307	429656	OPEX CORPORATION	03/10/17	2,485.00
00706311	13538	SHRED IT USA LLC	03/10/17	181.00
00706321	8076	VERIZON WIRELESS	03/10/17	320.08
00706323	13822	XCEL ENERGY	03/10/17	217.55

Fund Total**676,241.70**

Net Warrants by Fund Detail

5Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00706299	46175	MASEK GOLF CAR COMPANY	03/10/17	515.02
00706312	581631	SNOWY RIVER CONSTRUCTION & EXC	03/10/17	4,200.00
00706316	1007	UNITED POWER (UNION REA)	03/10/17	309.29
00706317	1007	UNITED POWER (UNION REA)	03/10/17	3,112.78
00706318	1007	UNITED POWER (UNION REA)	03/10/17	517.04
00706319	1007	UNITED POWER (UNION REA)	03/10/17	350.49
00706320	1007	UNITED POWER (UNION REA)	03/10/17	6,070.39
00706324	13822	XCEL ENERGY	03/10/17	684.80
Fund Total				15,759.81

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>
00706131	491796	HRT ENTERPRISES LLC	03/07/17	70.00
00706134	526990	JB AUTO CLEAN	03/07/17	400.00
00706139	46545	PATRIDGE MICHAEL	03/07/17	371.74
00706159	11657	A & E TIRE INC	03/07/17	4,191.38
00706191	382526	LARRY H MILLER CORP TCD	03/07/17	21,919.00
00706201	45515	OFFICE SCAPES	03/07/17	6,433.61
00706208	16237	SAM HILL OIL INC	03/07/17	12,086.57
			Fund Total	45,472.30

County of Adams
Net Warrants by Fund Detail

7

Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00706130	581409	HOWTON SHILAH AND MARTIN	03/07/17	24.62
Fund Total				24.62

Net Warrants by Fund Detail

13Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00706180	128693	DREXEL BARRELL & CO	03/07/17	11,455.98
00706186	435508	HUITT-ZOLLARS INC	03/07/17	2,470.00
00706264	13074	ALBERT FREI & SONS INC	03/10/17	4,956.25
00706270	8909	BRANNAN SAND & GRAVEL COMPANY	03/10/17	766.70
00706288	338740	DAVEY TREE EXPERT CO	03/10/17	4,320.00
00706295	4879	IDEAL FENCING CORPORATION	03/10/17	12,249.40
00706296	22039	JAYHAWK TRAILERS	03/10/17	140.00
00706313	8794	SPRINT	03/10/17	75.98
			Fund Total	36,434.31

Net Warrants by Fund Detail

19 **Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00706224	13663	DELTA DENTAL PLAN OF COLO	03/08/17	9,976.42
00706226	13593	KAISER PERMANENTE	03/08/17	75,680.96
00706228	98414	ROCKY MTN HEALTH PLAN	03/08/17	4,787.30
00706230	46792	SECURE HORIZONS	03/08/17	31,790.46
00706233	37507	UNITED HEALTHCARE	03/08/17	6,899.54
00706234	240958	UNITED HEALTHCARE	03/08/17	11,433.50
00706235	240959	UNITED HEALTHCARE	03/08/17	24,960.90
00706236	11552	VISION SERVICE PLAN-CONNECTICU	03/08/17	2.54
00706237	11552	VISION SERVICE PLAN-CONNECTICU	03/08/17	345.44
00706238	492573	ADVANCED URGENT CARE AND OCC M	03/08/17	165.00
00706244	2157	COLO OCCUPATIONAL MEDICINE PHY	03/08/17	250.00
00706247	182042	FIT SOLDIERS FITNESS BOOT CAMP	03/08/17	4,240.00
Fund Total				170,532.06

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>
00706128	70550	GUILDNER PIPELINE MAINTENANCE	03/07/17	877.50
Fund Total				877.50

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>
00706121	101347	DHM DESIGNS	03/07/17	150.00
Fund Total				150.00

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>
00706268	39402	BIRD CONSERVANCY OF THE ROCKIE	03/10/17	25,715.94
			Fund Total	25,715.94

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>
00706269	45333	BRAGGS- JONES SHONDRELA	03/10/17	143.38
00706271	37266	CENTURY LINK	03/10/17	1,122.49
00706272	37266	CENTURY LINK	03/10/17	97.32
00706273	152461	CENTURYLINK	03/10/17	10.84
00706274	358595	CLIFFT LYNNE	03/10/17	44.94
00706276	5078	COLO DEPT OF HUMAN SERVICES	03/10/17	28.00
00706277	5078	COLO DEPT OF HUMAN SERVICES	03/10/17	28.00
00706278	5078	COLO DEPT OF HUMAN SERVICES	03/10/17	56.00
00706279	5078	COLO DEPT OF HUMAN SERVICES	03/10/17	28.00
00706280	5078	COLO DEPT OF HUMAN SERVICES	03/10/17	28.00
00706281	5078	COLO DEPT OF HUMAN SERVICES	03/10/17	28.00
00706282	5078	COLO DEPT OF HUMAN SERVICES	03/10/17	28.00
00706283	5078	COLO DEPT OF HUMAN SERVICES	03/10/17	28.00
00706284	2157	COLO OCCUPATIONAL MEDICINE PHY	03/10/17	25.00
00706292	28726	G & K SERVICES	03/10/17	122.98
00706294	537346	HERHOLD MARK	03/10/17	9.10
00706297	77611	KD SERVICE GROUP	03/10/17	226.25
00706302	410414	MEMBRENO YAHAIRA	03/10/17	39.59
00706305	55021	NULINX INTERNATIONAL	03/10/17	720.00
00706306	371505	OLIVER LESLIE	03/10/17	62.06
00706308	1463	ORKIN PEST CONTROL	03/10/17	83.80
00706310	290050	RODRIGUEZ JAMIE	03/10/17	69.02
00706322	354139	WALMSLEY NATASHA	03/10/17	107.00

Fund Total**3,135.77**

Net Warrants by Fund Detail

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Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00706111	133513	DEEP ROCK WATER	03/07/17	13.00
00706112	133513	DEEP ROCK WATER	03/07/17	16.25
00706113	133513	DEEP ROCK WATER	03/07/17	29.25
00706114	133513	DEEP ROCK WATER	03/07/17	22.75
00706115	133513	DEEP ROCK WATER	03/07/17	26.00
00706116	133513	DEEP ROCK WATER	03/07/17	29.25
00706117	133513	DEEP ROCK WATER	03/07/17	16.25
00706118	133513	DEEP ROCK WATER	03/07/17	22.75
00706119	133513	DEEP ROCK WATER	03/07/17	19.50
00706120	133513	DEEP ROCK WATER	03/07/17	13.00
Fund Total				208.00

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>
00706144	366395	RUPPEL DAVID	03/07/17	208.50
00706267	228213	ARAMARK REFRESHMENT SERVICES	03/10/17	522.29
00706290	13410	EASTERN SLOPE RURAL TELEPHONE	03/10/17	78.13
00706298	207387	KEN'S REPRODUCTIONS	03/10/17	126.19
00706314	80267	SWIMS DISPOSAL	03/10/17	340.00
00706315	93074	SYSCO DENVER	03/10/17	580.51
Fund Total				1,855.62

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>
00706162	88281	ALBERTS WATER & WASTEWATER SER	03/07/17	3,000.00
00706309	87602	RAMEY ENVIRONMENTAL COMPLIANCE	03/10/17	437.20
Fund Total				3,437.20

County of Adams
Net Warrants by Fund Detail

Grand Total 979,844.83

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>
	Coffee					
	ARAMARK REFRESHMENT SERVICES	00043	891673	272978	03/09/17	130.56
	ARAMARK REFRESHMENT SERVICES	00043	891674	272978	03/09/17	130.58
					Account Total	261.14
	Travel & Transportation					
	RUPPEL DAVID	00043	891383	272586	03/06/17	208.50
					Account Total	208.50
	Water/Sewer/Sanitation					
	SWIMS DISPOSAL	00043	891675	272978	03/09/17	310.00
	SWIMS DISPOSAL	00043	891676	272978	03/09/17	30.00
					Account Total	340.00
					Department Total	809.64

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>
	Coffee					
	ARAMARK REFRESHMENT SERVICES	00043	891673	272978	03/09/17	130.57
	ARAMARK REFRESHMENT SERVICES	00043	891674	272978	03/09/17	130.58
					Account Total	261.15
	Promotion Expense					
	KEN'S REPRODUCTIONS	00043	891456	272635	03/06/17	126.19
					Account Total	126.19
					Department Total	387.34

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>
	Telephone					
	EASTERN SLOPE RURAL TELEPHONE	00043	891455	272635	03/06/17	<u>78.13</u>
					Account Total	<u>78.13</u>
					Department Total	<u><u>78.13</u></u>

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	891384	272586	03/06/17	749.29
	RANDSTAD US LP	00001	891498	272586	03/07/17	749.29
					Account Total	<u>1,498.58</u>
					Department Total	<u><u>1,498.58</u></u>

County of Adams
Vendor Payment Report

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	SYSCO DENVER	00043	891457	272635	03/06/17	<u>580.51</u>
					Account Total	<u>580.51</u>
					Department Total	<u><u>580.51</u></u>

County of Adams
Vendor Payment Report

<u>9275</u>	<u>Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ABL MANAGEMENT INC	00001	891499	272586	03/07/17	<u>93.44</u>
					Account Total	<u>93.44</u>
	Operating Supplies					
	SHRED IT USA LLC	00001	891500	272586	03/07/17	<u>60.00</u>
					Account Total	<u>60.00</u>
					Department Total	<u><u>153.44</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>
	Operating Supplies					
	CORDOVA KATHERINE	00001	891550	272769	03/07/17	<u>22.18</u>
					Account Total	<u>22.18</u>
					Department Total	<u><u>22.18</u></u>

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CARUSO JAMES LOUIS	00001	891168	272254	03/01/17	5,125.00
	FRANK MEREDITH ANN	00001	891351	272521	03/03/17	3,075.00
					Account Total	8,200.00
	Operating Supplies					
	COLO MEDICAL WASTE INC	00001	891173	272254	03/01/17	1,441.00
					Account Total	1,441.00
	Other Professional Serv					
	ARIAS REBECCA M	00001	891170	272254	03/01/17	1,640.00
	ARIAS REBECCA M	00001	891171	272254	03/01/17	1,880.00
	FIRST CALL OF COLO	00001	891353	272521	03/03/17	4,980.00
	GUSTAFSON JASON	00001	891352	272521	03/03/17	1,854.00
	GUSTAFSON JASON	00001	891354	272521	03/03/17	
	GUSTAFSON JASON	00001	891549	272769	03/07/17	1,512.00
	NMS LABS	00001	891167	272254	03/01/17	9,690.00
	SHRED IT USA LLC	00001	891172	272254	03/01/17	217.23
	STOEFFLER REBECCA E	00001	891169	272254	03/01/17	540.00
					Account Total	22,313.23
					Department Total	31,954.23

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>
	Business Meetings					
	REEDY KATHY	00001	891386	272586	03/06/17	<u>49.36</u>
					Account Total	<u>49.36</u>
					Department Total	<u><u>49.36</u></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>
	Postage & Freight					
	MASTERS TOUCH LLC	00001	891783	273015	03/09/17	391.39-
					Account Total	391.39-
	Printing External					
	MASTERS TOUCH LLC	00001	891783	273015	03/09/17	29,959.45
					Account Total	29,959.45
	Treasurer-Redemptions					
	ADAMS COUNTY TREASURER	00001	891671	272912	03/08/17	625.57
	ADAMS COUNTY TREASURER	00001	891672	272912	03/08/17	463.83
	ADAMS COUNTY TREASURER	00001	891683	272991	03/09/17	41.40
	ADAMS COUNTY TREASURER	00001	891685	272991	03/09/17	48.70
	ADAMS COUNTY TREASURER	00001	891686	272991	03/09/17	48.70
	ADAMS COUNTY TREASURER	00001	891780	273014	03/09/17	235.01
	ADAMS COUNTY TREASURER	00001	891781	273014	03/09/17	11.47
	ADAMS COUNTY TREASURER	00001	891782	273014	03/09/17	3.11
					Account Total	1,477.79
					Department Total	31,045.85

County of Adams
Vendor Payment Report

<u>1052</u>	<u>Criminal Justice Coord Council</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ALLEN DEBRA JEAN	00001	891385	272586	03/06/17	<u>75.30</u>
					Account Total	<u>75.30</u>
					Department Total	<u><u>75.30</u></u>

County of Adams
Vendor Payment Report

<u>1020</u>	<u>CLK Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	COLO COUNTY CLERKS ASSN	00001	891511	272746	03/07/17	<u>2,299.50</u>
					Account Total	<u>2,299.50</u>
					Department Total	<u><u>2,299.50</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>
	Destruction of Records					
	SHRED IT USA LLC	00001	891516	272746	03/07/17	30.00
					Account Total	30.00
	Software and Licensing					
	OPEX CORPORATION	00001	891514	272746	03/07/17	2,485.00
					Account Total	2,485.00
	Telephone					
	VERIZON WIRELESS	00001	891517	272746	03/07/17	320.08
					Account Total	320.08
					Department Total	2,835.08

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>
	Destruction of Records					
	SHRED IT USA LLC	00001	891515	272746	03/07/17	151.00
					Account Total	151.00
	Mileage Reimbursements					
	PASQUALI AIDA E	00001	891507	272742	03/07/17	16.59
					Account Total	16.59
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	891509	272746	03/07/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	891510	272746	03/07/17	18.41
					Account Total	45.30
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	891512	272746	03/07/17	23.00
	COPYCO QUALITY PRINTING INC	00001	891513	272746	03/07/17	23.00
					Account Total	46.00
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	891508	272746	03/07/17	1,473.17
					Account Total	1,473.17
					Department Total	<u>1,732.06</u>

County of Adams
Vendor Payment Report

<u>6021</u>	<u>CT- Trails- Plan/Design Const</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	GUILDNER PIPELINE MAINTENANCE	00024	891291	272420	03/02/17	<u>877.50</u>
					Account Total	<u>877.50</u>
					Department Total	<u><u>877.50</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>
	Mileage Reimbursements					
	FARRAND FRANCESCA	00001	891556	272783	03/07/17	12.60
	FARRAND FRANCESCA	00001	891557	272783	03/07/17	21.60
	GRAVES JEFFREY	00001	891558	272783	03/07/17	86.67
	GRAVES JEFFREY	00001	891558	272783	03/07/17	36.00
	JACHETTA TINA	00001	891561	272783	03/07/17	25.15
	MAYER LISA	00001	891567	272783	03/07/17	19.80
	MAYER LISA	00001	891567	272783	03/07/17	144.98
	MAYER LISA	00001	891567	272783	03/07/17	63.67
					Account Total	410.47
	Other Professional Serv					
	GREENFIELD JO LINDA	00001	891555	272783	03/07/17	129.02
					Account Total	129.02
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	891554	272783	03/07/17	60.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	891554	272783	03/07/17	135.17
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	891554	272783	03/07/17	153.98
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	891554	272783	03/07/17	43.97
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	891554	272783	03/07/17	250.74
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	891554	272783	03/07/17	29.95
					Account Total	673.81
					Department Total	1,213.30

County of Adams
Vendor Payment Report

<u>9261</u>	<u>DA- Diversion Project</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	OLSON MOLLY	00001	891565	272783	03/07/17	42.80
	RUELAS RAFAEL	00001	891566	272783	03/07/17	63.67
					Account Total	106.47
					Department Total	106.47

County of Adams
Vendor Payment Report

<u>97802</u>	<u>Employment Support Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DEEP ROCK WATER	00035	891189	272382	03/02/17	13.00
	DEEP ROCK WATER	00035	891190	272382	03/02/17	16.25
	DEEP ROCK WATER	00035	891191	272382	03/02/17	29.25
	DEEP ROCK WATER	00035	891192	272382	03/02/17	22.75
	DEEP ROCK WATER	00035	891193	272382	03/02/17	26.00
	DEEP ROCK WATER	00035	891194	272382	03/02/17	29.25
	DEEP ROCK WATER	00035	891195	272382	03/02/17	16.25
	DEEP ROCK WATER	00035	891196	272382	03/02/17	22.75
	DEEP ROCK WATER	00035	891197	272382	03/02/17	19.50
	DEEP ROCK WATER	00035	891198	272382	03/02/17	13.00
					Account Total	208.00
					Department Total	208.00

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	891464	272580	03/07/17	97.50
	A & E TIRE INC	00006	891465	272580	03/07/17	2,593.08
	A & E TIRE INC	00006	891466	272580	03/07/17	1,500.80
	LARRY H MILLER CORP TCD	00006	891372	272580	03/06/17	21,919.00
	OFFICE SCAPES	00006	891378	272580	03/06/17	6,433.61
	SAM HILL OIL INC	00006	891373	272580	03/06/17	10,380.75
	SAM HILL OIL INC	00006	891467	272580	03/07/17	1,705.82
					Account Total	44,630.56
					Department Total	44,630.56

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	891187	272230	03/01/17	41.15
					Account Total	41.15
					Department Total	41.15

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>
	Operating Supplies					
	COLO STATE UNIVERSITY EXTENSIO	00001	891084	272230	03/01/17	1,615.00
					Account Total	1,615.00
	Other Communications					
	VERIZON WIRELESS	00001	891187	272230	03/01/17	41.15
					Account Total	41.15
					Department Total	1,656.15

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					
	ANDERSON CASSIE	00001	891199	272388	03/02/17	310.84
	GOURD THADDEUS	00001	891200	272388	03/02/17	324.21
					Account Total	635.05
	Other Communications					
	VERIZON WIRELESS	00001	891187	272230	03/01/17	95.81
					Account Total	95.81
					Department Total	730.86

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>
	Other Communications					
	VERIZON WIRELESS	00001	891187	272230	03/01/17	41.15
	VERIZON WIRELESS	00001	891187	272230	03/01/17	41.15
	VERIZON WIRELESS	00001	891187	272230	03/01/17	41.15
					Account Total	123.45
					Department Total	123.45

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	PATRIDGE MICHAEL	00006	891501	272586	03/07/17	371.74
					Account Total	371.74
	Vehicle Repair & Maint					
	HRT ENTERPRISES LLC	00006	890984	272118	02/28/17	70.00
	JB AUTO CLEAN	00006	890985	272118	02/28/17	400.00
					Account Total	470.00
					Department Total	841.74

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>
	Building Repair & Maint					
	MONKEY ON THE TREE	00001	891786	273087	03/10/17	<u>1,300.00</u>
					Account Total	<u>1,300.00</u>
					Department Total	<u><u>1,300.00</u></u>

County of Adams
Vendor Payment Report

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	891303	272426	03/02/17	845.00
	ADAMSON POLICE PRODUCTS	00001	891304	272426	03/02/17	7,110.00
	ADAMSON POLICE PRODUCTS	00001	891305	272426	03/02/17	1,855.00
	ADAMSON POLICE PRODUCTS	00001	891306	272426	03/02/17	5,030.00
	ARAPAHOE COUNTY RESIDENTIAL CE	00001	891477	272580	03/07/17	5,219.16
	ARAPAHOE COUNTY RESIDENTIAL CE	00001	891478	272580	03/07/17	1,304.79
	ARAPAHOE COUNTY RESIDENTIAL CE	00001	891479	272580	03/07/17	117.60
	ARISING HOPE INTERNATIONAL	00001	891308	272426	03/02/17	250.00
	ATLAS CASE INC	00001	891309	272426	03/02/17	1,584.00
	BI- BEHAVIORAL INTERVENTIONS	00001	891310	272426	03/02/17	3,169.35
	CLIFTONLARSONALLEN LLP	00001	891463	272580	03/07/17	33,000.00
	COMCOR INC	00001	891480	272580	03/07/17	1,725.69
	COMCOR INC	00001	891481	272580	03/07/17	37.40
	COMMUNITY REACH CENTER	00001	891311	272426	03/02/17	39,798.60
	CORRECTIONAL MANAGEMENT INC	00001	891482	272580	03/07/17	416.55
	DREXEL BARRELL & CO	00001	891376	272580	03/06/17	980.00
	ENDEAVOR ROBOTICS	00001	891313	272426	03/03/17	6,632.97
	HOLLAND AND HART LLP	00001	891380	272580	03/06/17	4,000.00
	INSIGHT PUBLIC SECTOR	00001	891312	272426	03/03/17	1,955.59
	INTERVENTION COMMUNITY CORRECT	00001	891495	272580	03/07/17	1,417.90
	INTERVENTION COMMUNITY CORRECT	00001	891483	272580	03/07/17	3,914.37
	INTERVENTION COMMUNITY CORRECT	00001	891484	272580	03/07/17	1,304.79
	INTERVENTION COMMUNITY CORRECT	00001	891485	272580	03/07/17	2,609.58
	LARIMER COUNTY COMMUNITY CORRE	00001	891476	272580	03/07/17	1,304.79
	LEXIS NEXIS MATTHEW BENDER	00001	891314	272426	03/03/17	2,034.99
	LEXIS NEXIS MATTHEW BENDER	00001	891315	272426	03/03/17	1,815.14
	LEXIS NEXIS MATTHEW BENDER	00001	891315	272426	03/03/17	219.97
	LOPEZ MARCUS	00001	891316	272426	03/03/17	542.00
	MCDONALD YONG HUI V	00001	891317	272426	03/03/17	4,441.50
	MWI VETERINARY SUPPLY CO	00001	891474	272580	03/07/17	25.37
	MWI VETERINARY SUPPLY CO	00001	891475	272580	03/07/17	55.29
	MWI VETERINARY SUPPLY CO	00001	891469	272580	03/07/17	25.37
	MWI VETERINARY SUPPLY CO	00001	891470	272580	03/07/17	31.44
	MWI VETERINARY SUPPLY CO	00001	891472	272580	03/07/17	699.50
	MWI VETERINARY SUPPLY CO	00001	891473	272580	03/07/17	80.66

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>
	NOVA CATERING	00001	891787	273092	03/10/17	14,932.43
	PEX PET SUPPLY	00001	891471	272580	03/07/17	355.00
	PRAETORIAN DIGITAL, POLICEONE	00001	891318	272426	03/03/17	16,880.00
	PTS OF AMERICA LLC	00001	891319	272426	03/03/17	850.00
	ROADRUNNER PHARMACY INCORPORAT	00001	891468	272580	03/07/17	244.96
	TIME TO CHANGE	00001	891496	272580	03/07/17	2,062.41
	TIME TO CHANGE	00001	891497	272580	03/07/17	42.09
	TIME TO CHANGE	00001	891486	272580	03/07/17	31,156.76
	TIME TO CHANGE	00001	891487	272580	03/07/17	78,537.43
	TIME TO CHANGE	00001	891488	272580	03/07/17	19,413.37
	TIME TO CHANGE	00001	891489	272580	03/07/17	7,751.05
	TIME TO CHANGE	00001	891490	272580	03/07/17	205.70
	TIME TO CHANGE	00001	891491	272580	03/07/17	92,345.50
	TIME TO CHANGE	00001	891492	272580	03/07/17	1,304.79
	TIME TO CHANGE	00001	891493	272580	03/07/17	83,717.01
	TIME TO CHANGE	00001	891494	272580	03/07/17	22,013.09
					Account Total	<u>507,365.95</u>
					Department Total	<u><u>507,365.95</u></u>

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- 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)	00005	891643	272892	03/08/17	3,112.78
	UNITED POWER (UNION REA)	00005	891644	272892	03/08/17	517.04
	UNITED POWER (UNION REA)	00005	891645	272892	03/08/17	350.49
	UNITED POWER (UNION REA)	00005	891647	272893	03/08/17	3,571.06
	UNITED POWER (UNION REA)	00005	891647	272893	03/08/17	92.27
	XCEL ENERGY	00005	891646	272892	03/08/17	684.80
					Account Total	<u>8,328.44</u>
	Other Repair & Maint					
	SNOWY RIVER CONSTRUCTION & EXC	00005	891641	272892	03/08/17	4,200.00
					Account Total	<u>4,200.00</u>
					Department Total	<u><u>12,528.44</u></u>

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	891642	272892	03/08/17	309.29
	UNITED POWER (UNION REA)	00005	891647	272893	03/08/17	2,407.06
					Account Total	2,716.35
	Golf Carts					
	MASEK GOLF CAR COMPANY	00005	891640	272892	03/08/17	515.02
					Account Total	515.02
					Department Total	3,231.37

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>
	Insurance Premiums					
	KAISER PERMANENTE	00001	891588	272797	03/07/17	8,650.00
	ROCKY MTN HEALTH PLAN	00001	891596	272797	03/07/17	850.00
	SECURE HORIZONS	00001	891591	272797	03/07/17	1,450.00
	SECURE HORIZONS	00001	891594	272797	03/07/17	1,450.00
	STICKA LAVONNE	00001	891585	272797	03/07/17	600.00
	UNITED HEALTHCARE	00001	891598	272797	03/07/17	5,950.00
					Account Total	18,950.00
					Department Total	18,950.00

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>
	Medical Services					
	COLO OCCUPATIONAL MEDICINE PHY	00031	891532	272752	03/07/17	25.00
					Account Total	25.00
	Mileage Reimbursements					
	BRAGGS- JONES SHONDRELA	00031	891518	272752	03/07/17	143.38
	CLIFFT LYNNE	00031	891522	272752	03/07/17	13.91
	CLIFFT LYNNE	00031	891523	272752	03/07/17	31.03
	HERHOLD MARK	00031	891534	272752	03/07/17	9.10
	MEMBRENO YAHAIRA	00031	891536	272752	03/07/17	21.40
	MEMBRENO YAHAIRA	00031	891537	272752	03/07/17	18.19
	OLIVER LESLIE	00031	891539	272752	03/07/17	62.06
	RODRIGUEZ JAMIE	00031	891541	272752	03/07/17	69.02
	WALMSLEY NATASHA	00031	891542	272752	03/07/17	107.00
					Account Total	475.09
	Operating Supplies					
	G & K SERVICES	00031	891533	272752	03/07/17	122.98
					Account Total	122.98
	Other Professional Serv					
	COLO DEPT OF HUMAN SERVICES	00031	891524	272752	03/07/17	28.00
	COLO DEPT OF HUMAN SERVICES	00031	891525	272752	03/07/17	28.00
	COLO DEPT OF HUMAN SERVICES	00031	891526	272752	03/07/17	56.00
	COLO DEPT OF HUMAN SERVICES	00031	891527	272752	03/07/17	28.00
	COLO DEPT OF HUMAN SERVICES	00031	891528	272752	03/07/17	28.00
	COLO DEPT OF HUMAN SERVICES	00031	891529	272752	03/07/17	28.00
	COLO DEPT OF HUMAN SERVICES	00031	891530	272752	03/07/17	28.00
	COLO DEPT OF HUMAN SERVICES	00031	891531	272752	03/07/17	28.00
	ORKIN PEST CONTROL	00031	891540	272752	03/07/17	83.80
					Account Total	335.80
	Repair & Maint Supplies					
	KD SERVICE GROUP	00031	891535	272752	03/07/17	226.25
					Account Total	226.25
	Subscrip/Publications					
	NULINX INTERNATIONAL	00031	891538	272752	03/07/17	612.00
	NULINX INTERNATIONAL	00031	891538	272752	03/07/17	108.00

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>
					Account Total	720.00
	Telephone					
	CENTURY LINK	00031	891519	272752	03/07/17	1,122.49
	CENTURY LINK	00031	891520	272752	03/07/17	97.32
	CENTURYLINK	00031	891521	272752	03/07/17	10.84
					Account Total	1,230.65
					Department Total	<u>3,135.77</u>

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					
	ADVANCED URGENT CARE AND OCC M	00019	891458	272640	03/06/17	55.00
	ADVANCED URGENT CARE AND OCC M	00019	891459	272640	03/06/17	55.00
	ADVANCED URGENT CARE AND OCC M	00019	891460	272640	03/06/17	55.00
	COLO OCCUPATIONAL MEDICINE PHY	00019	891461	272640	03/06/17	250.00
					Account Total	415.00
					Department Total	415.00

County of Adams
Vendor Payment Report

<u>8612</u>	<u>Insurance - UHC POS Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	891583	272797	03/07/17	100.86
					Account Total	100.86
	Insurance Premiums					
	UNITED HEALTHCARE	00019	891583	272797	03/07/17	159.50
					Account Total	159.50
					Department Total	260.36

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	FIT SOLDIERS FITNESS BOOT CAMP	00019	891670	272907	03/08/17	1,960.00
	FIT SOLDIERS FITNESS BOOT CAMP	00019	891670	272907	03/08/17	2,280.00
					Account Total	4,240.00
	Retiree Med - Kaiser					
	KAISER PERMANENTE	00019	891586	272797	03/07/17	75,680.96
					Account Total	75,680.96
	Retiree Med - Pacificare					
	SECURE HORIZONS	00019	891590	272797	03/07/17	15,895.23
	SECURE HORIZONS	00019	891592	272797	03/07/17	15,895.23
					Account Total	31,790.46
	Retiree Med - RMHP Metro Area					
	ROCKY MTN HEALTH PLAN	00019	891595	272797	03/07/17	4,787.30
					Account Total	4,787.30
					Department Total	116,498.72

County of Adams
Vendor Payment Report

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	891601	272797	03/07/17	<u>9,976.42</u>
					Account Total	<u>9,976.42</u>
					Department Total	<u><u>9,976.42</u></u>

County of Adams
Vendor Payment Report

<u>8615</u>	<u>Insurance- UHC Retiree Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	891577	272797	03/07/17	2,017.20
	UNITED HEALTHCARE	00019	891577	272797	03/07/17	504.30
	UNITED HEALTHCARE	00019	891577	272797	03/07/17	50.43
					Account Total	2,571.93
	AARP RX					
	UNITED HEALTHCARE	00019	891600	272797	03/07/17	11,433.50
					Account Total	11,433.50
	Insurance Premiums					
	UNITED HEALTHCARE	00019	891577	272797	03/07/17	3,190.00
	UNITED HEALTHCARE	00019	891577	272797	03/07/17	797.50
	UNITED HEALTHCARE	00019	891577	272797	03/07/17	79.75
					Account Total	4,067.25
	UHC_MED					
	UNITED HEALTHCARE	00019	891597	272797	03/07/17	24,960.90
					Account Total	24,960.90
					Department Total	43,033.58

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>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	891579	272797	03/07/17	<u>2.54</u>
					Account Total	<u>2.54</u>
					Department Total	<u><u>2.54</u></u>

County of Adams
Vendor Payment Report

<u>1037</u>	<u>Intergovernmental Relations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	SHREVE JEANNE	00001	891382	272586	03/06/17	<u>218.82</u>
					Account Total	<u>218.82</u>
					Department Total	<u><u>218.82</u></u>

County of Adams
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DHM DESIGNS	00027	891289	272420	03/02/17	150.00
					Account Total	150.00
					Department Total	150.00

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					
	BIRD CONSERVANCY OF THE ROCKIE	00028	891621	272861	03/08/17	<u>25,715.94</u>
					Account Total	<u>25,715.94</u>
					Department Total	<u><u>25,715.94</u></u>

County of Adams
Vendor Payment Report

<u>3128</u>	<u>Park 1200-HS</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	PARK 12 HUNDRED OWNERS ASSOCIA	00004	891667	272905	03/08/17	16,729.00
	PARK 12 HUNDRED OWNERS ASSOCIA	00004	891668	272905	03/08/17	16,729.00
	PARK 12 HUNDRED OWNERS ASSOCIA	00004	891669	272905	03/08/17	16,729.00
					Account Total	<u>50,187.00</u>
					Department Total	<u><u>50,187.00</u></u>

County of Adams
Vendor Payment Report

<u>2061</u>	<u>PKS - Weed & Pest</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	MORGAN GORDON	00001	891295	272420	03/02/17	46.25
	WEST ADAMS SOIL CONSERVATION	00001	891297	272420	03/02/17	3,310.00
					Account Total	3,356.25
					Department Total	3,356.25

County of Adams
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DEEP ROCK WATER	00001	891545	272754	03/07/17	24.99
					Account Total	24.99
	Other Professional Serv					
	HYLAND HILLS PARK AND RECREATI	00001	891292	272420	03/02/17	40.00
					Account Total	40.00
					Department Total	64.99

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>
	Fair Expenses-General					
	SIR SPEEDY	00001	890688	271899	02/24/17	46.50
					Account Total	46.50
	Regional Park Rentals					
	ADAMS 12 TRANSPORTATION	00001	890685	271899	02/24/17	400.00
	GONZALES JENNIFER	00001	890686	271899	02/24/17	150.00
	IVERSON JODI	00001	891293	272420	03/02/17	225.00
	JOHNANSEN DANIEL	00001	891294	272420	03/02/17	400.00
	MALDONADO DENNIS	00001	890687	271899	02/24/17	112.50
	PERRY BRANDON	00001	891296	272420	03/02/17	75.00
					Account Total	1,362.50
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	891288	272420	03/02/17	93.24
					Account Total	93.24
					Department Total	<u>1,502.24</u>

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	891301	272420	03/02/17	43.22
	UNITED POWER (UNION REA)	00001	891302	272420	03/02/17	203.12
					Account Total	246.34
	Operating Supplies					
	CULLIGAN	00001	891543	272754	03/07/17	143.65
					Account Total	143.65
					Department Total	389.99

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	890689	271899	02/24/17	152.33
	UNITED POWER (UNION REA)	00001	891298	272420	03/02/17	1,049.64
	UNITED POWER (UNION REA)	00001	891299	272420	03/02/17	47.14
	XCEL ENERGY	00001	891547	272754	03/07/17	217.55
					Account Total	1,466.66
	Mileage Reimbursements					
	GRAF TREVOR G	00001	891546	272754	03/07/17	93.63
					Account Total	93.63
	Operating Supplies					
	G & K SERVICES	00001	891290	272420	03/02/17	181.30
					Account Total	181.30
					Department Total	1,741.59

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	891300	272420	03/02/17	30.00
					Account Total	30.00
	Operating Supplies					
	DEEP ROCK WATER	00001	891544	272754	03/07/17	36.71
					Account Total	36.71
					Department Total	66.71

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					
	CASTLE CHRISTOPHER	00001	891320	272492	03/03/17	65.00
	ELSEROUGI, A J	00001	891322	272492	03/03/17	65.00
	PUTMAN IRA EUGENE	00001	891324	272492	03/03/17	65.00
	STANFIELD THOMSON	00001	891323	272492	03/03/17	65.00
	VALTAKIS AARON	00001	891321	272492	03/03/17	65.00
					Account Total	325.00
					Department Total	325.00

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>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	891602	272797	03/07/17	<u>345.44</u>
					Account Total	<u>345.44</u>
					Department Total	<u><u>345.44</u></u>

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					
	DREXEL BARRELL & CO	00013	891374	272580	03/06/17	4,103.28
	DREXEL BARRELL & CO	00013	891379	272580	03/06/17	7,352.70
	HUITT-ZOLLARS INC	00013	891375	272580	03/06/17	1,670.00
	HUITT-ZOLLARS INC	00013	891377	272580	03/06/17	800.00
					Account Total	13,925.98
					Department Total	13,925.98

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>
	Stormwater Utility Fee					
	HOWTON SHILAH AND MARTIN	00007	891505	272734	03/07/17	<u>24.62</u>
					Account Total	<u>24.62</u>
					Department Total	<u><u>24.62</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>
	Operating Supplies					
	SAMS CLUB	00001	891367	272524	03/03/17	<u>410.24</u>
					Account Total	<u>410.24</u>
					Department Total	<u><u>410.24</u></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	891361	272524	03/03/17	107.98
	ZONES INC	00001	891368	272524	03/03/17	482.35
	ZONES INC	00001	891369	272524	03/03/17	39.76
					Account Total	<u>630.09</u>
	Public Relations					
	BRIGHTON CHAMBER OF COMMERCE	00001	891356	272524	03/03/17	3,000.00
					Account Total	<u>3,000.00</u>
	Uniforms & Cleaning					
	BURBANK, BRANDEN M	00001	891357	272524	03/03/17	100.17
					Account Total	<u>100.17</u>
					Department Total	<u><u>3,730.26</u></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					
	ABELMAN LAW OFFICE	00001	891326	272510	03/03/17	19.00
	ALLEY MARK EDWARD	00001	891340	272510	03/03/17	19.00
	BC SERVICES INC	00001	891327	272510	03/03/17	19.00
	BC SERVICES INC	00001	891328	272510	03/03/17	19.00
	BUTLER ANGELA MARIE	00001	891341	272510	03/03/17	19.00
	COBB KRISTEN	00001	891342	272510	03/03/17	19.00
	CREDIT SERVICE COMPANY, INC	00001	891329	272510	03/03/17	19.00
	DEPARTMENT OF HEALTH AND HUMAN	00001	891343	272510	03/03/17	19.00
	HERRERA ROMERO MICHELLE MARGAR	00001	891344	272510	03/03/17	19.00
	HOLST AND BOETTCHER	00001	891330	272510	03/03/17	19.00
	KANSAS CHILD SUPPORT SERVICES	00001	891331	272510	03/03/17	19.00
	LAW OFFICE OF CHRIS DOSCOTCH	00001	891345	272510	03/03/17	19.00
	LEACHMAN, MARK A	00001	891332	272510	03/03/17	19.00
	LEACHMAN, MARK A	00001	891333	272510	03/03/17	19.00
	LEACHMAN, MARK A	00001	891334	272510	03/03/17	19.00
	NELSON AND KENNARD	00001	891335	272510	03/03/17	69.00
	PLATTE VALLEY APARTMENTS	00001	891346	272510	03/03/17	19.00
	RUEDAS ALEJANDRO	00001	891347	272510	03/03/17	19.00
	VARGO & JANSON, P.C.	00001	891336	272510	03/03/17	19.00
	WAKEFIELD & ASSOCIATES INC	00001	891337	272510	03/03/17	19.00
	WINDHOLZ GRANT E	00001	891348	272510	03/03/17	19.00
	WOODS AND WOODS PC	00001	891338	272510	03/03/17	19.00
	WORDEN LAW OFFICE	00001	891339	272510	03/03/17	19.00
					Account Total	487.00
					Department Total	487.00

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	891358	272524	03/03/17	<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>
	Mileage Reimbursements					
	BROWN LESLEY	00001	891355	272524	03/03/17	41.20
	ROWLAND CLAUDIA	00001	891364	272524	03/03/17	41.20
					Account Total	<u>82.40</u>
					Department Total	<u><u>82.40</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>
	Mileage Reimbursements					
	RUSSELL GARY	00001	891365	272524	03/03/17	256.80
	SAUTER VINCENT	00001	891366	272524	03/03/17	17.12
					Account Total	273.92
	Minor Equipment					
	CLAPS GENE R	00001	891359	272524	03/03/17	554.99
					Account Total	554.99
	Security Service					
	DENVER HEALTH & HOSPITAL AUTHO	00001	891360	272524	03/03/17	7,040.00
					Account Total	7,040.00
					Department Total	7,868.91

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>
	Other Repair & Maint					
	LASER TECHNOLOGY INC	00001	891362	272524	03/03/17	360.00
	LASER TECHNOLOGY INC	00001	891363	272524	03/03/17	360.00
					Account Total	<u>720.00</u>
					Department Total	<u><u>720.00</u></u>

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gravel & Recycled Material					
	ALBERT FREI & SONS INC	00013	891612	272858	03/08/17	387.71
	ALBERT FREI & SONS INC	00013	891613	272858	03/08/17	581.55
	ALBERT FREI & SONS INC	00013	891614	272858	03/08/17	1,619.78
	ALBERT FREI & SONS INC	00013	891615	272858	03/08/17	2,367.21
					Account Total	4,956.25
	Operating Supplies					
	JAYHAWK TRAILERS	00013	890641	271859	02/24/17	140.00
					Account Total	140.00
	Other Professional Serv					
	DAVEY TREE EXPERT CO	00013	890654	271859	02/24/17	3,600.00
	DAVEY TREE EXPERT CO	00013	890655	271859	02/24/17	720.00
	IDEAL FENCING CORPORATION	00013	890642	271859	02/24/17	5,469.40
	IDEAL FENCING CORPORATION	00013	890643	271859	02/24/17	2,410.00
	IDEAL FENCING CORPORATION	00013	890644	271859	02/24/17	4,370.00
					Account Total	16,569.40
	Pothole Asphalt					
	BRANNAN SAND & GRAVEL COMPANY	00013	890636	271859	02/24/17	291.10
	BRANNAN SAND & GRAVEL COMPANY	00013	890637	271859	02/24/17	258.71
	BRANNAN SAND & GRAVEL COMPANY	00013	890638	271859	02/24/17	82.41
	BRANNAN SAND & GRAVEL COMPANY	00013	890639	271859	02/24/17	134.48
					Account Total	766.70
	Telephone					
	SPRINT	00013	890640	271859	02/24/17	75.98
					Account Total	75.98
					Department Total	22,508.33

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>
	Equipment Maint & Repair					
	RAMEY ENVIRONMENTAL COMPLIANCE	00044	891350	272519	02/28/17	370.00
	RAMEY ENVIRONMENTAL COMPLIANCE	00044	891350	272519	02/28/17	67.20
					Account Total	<u>437.20</u>
					Department Total	<u><u>437.20</u></u>

County of Adams
Vendor Payment Report

<u>44</u>	<u>Water and Wastewater Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00044	891371	272580	03/06/17	<u>3,000.00</u>
					Account Total	<u>3,000.00</u>
					Department Total	<u><u>3,000.00</u></u>

County of Adams
Vendor Payment Report

Grand Total 978,112.83

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

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:13 AM)

3. MOTION TO APPROVE AGENDA (09:13 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT (09:14 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 (09:14 AM)

A. 17-195 List of Expenditures Under the Dates of February 27-March 3, 2017

B. 17-205 Minutes of the Commissioners' Proceedings from March 7, 2017

C. 17-009 Resolution Approving an Intergovernmental Agreement for the Provision of Law Enforcement and Administrative Records Support Services between Adams County and Commerce City, Colorado

D. 17-192 Resolution Approving Contract Amendments to Contracts Funded with Community Development Block Grant (CDBG) as Approved in Adams County's 2016 Annual Action Plan

E. 17-194 Resolution Approving an IGA between Adams County and the City of Brighton for Ag Innovation Specialist

F. 17-206 Resolution Approving Purchase and Sale Agreement between Adams County and Arapahoe House, Inc., for Property Located at 7373 Birch Street

Motion to Approve 6. CONSENT CALENDAR Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.

7. NEW BUSINESS

A. COUNTY MANAGER

1. 17-148 Resolution Awarding an Agreement to SunShare Community Solar to Provide Solar Energy to Adams County Facilities (09:14 AM)

Motion to Approve 1. 17-148 Resolution Awarding an Agreement to SunShare Community Solar to Provide Solar Energy to Adams County Facilities Moved by Steve

O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.

2. 17-188 Resolution Accepting a Proposal and Awarding an Agreement to Tetra Tech for Environmental Consulting Services (09:17 AM)

Motion to Approve 2. 17-188 Resolution Accepting a Proposal and Awarding an Agreement to Tetra Tech for Environmental Consulting Services Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.

3. 17-174 Resolution Approving Amendment One to Agreement between Adams County and Friends First, Inc., to Provide Pregnancy Prevention Services for Temporary Assistance to Needy Families (TANF) (09:18 AM)

Motion to Approve 3. 17-174 Resolution Approving Amendment One to Agreement between Adams County and Friends First, Inc., to Provide Pregnancy Prevention Services for Temporary Assistance to Needy Families (TANF) Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

B. COUNTY ATTORNEY (09:20 AM)

8. LAND USE HEARINGS (09:20 AM)

A. Cases to be Heard

1. 17-193 RCU2016-00018 Selph Conditional Use (09:20 AM)

Motion to Approve 1. 17-193 RCU2016-00018 Selph Conditional Use Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

2. 17-197 RCU2016-00014 Henderson Pit (09:30 AM)

Motion to Approve 2. 17-197 RCU2016-00014 Henderson Pit with the alternative recommended findings of fact and the additional condition no. 9 Moved by Erik Hansen, seconded by Eva J. Henry, unanimously carried.

Motion to Approve amending the previous motion to amend condition no. 2 to read 2019 instead of 2021 2. 17-197 RCU2016-00014 Henderson Pit Moved by Steve O'Dorisio, seconded by Eva J. Henry, passed with a roll call vote 3:2.

3. 17-198 EXG2009-00002 Asphalt Specialties Show Cause (11:19 AM)

Motion to Approve to Continue to April 4, 2017 3. 17-198 EXG2009-00002 Asphalt Specialties Show Cause Moved by Mary Hodge, seconded by Erik Hansen, passed with a roll call vote 4:1.

Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice

Motion to Approve Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Moved by Charles "Chaz" Tedesco, seconded by Erik Hansen, unanimously carried.

9. ADJOURNMENT (12:44 PM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 21, 2017
SUBJECT: Abatements
FROM: Kerri A. Booth, Assistant Adams County Attorney
AGENCY/DEPARTMENT: County Attorney
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 recommendations of the Assessor's Office for the attached abatement petitions.

BACKGROUND:

The Assessor's Office reviewed the attached abatement petitions concerning tax years 2014, 2015, and 2016, and has agreed to the abated values for the respective accounts. The findings and recommendations of the Assessor's Office are attached hereto for approval and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Assessor's Office

ATTACHED DOCUMENTS:

Resolution
Summary Findings and Recommendations of the Assessor's Office

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 APPROVING ABATEMENT PETITIONS AND AUTHORIZING REFUND OF TAXES FOR ACCOUNT NUMBERS P0013453, R0009081, R0085512, and R0102991.

WHEREAS, pursuant to C.R.S. § 39-1-113, the Board of County Commissioners may approve abatement petitions concerning property tax assessment and may refund taxes associated therewith; and,

WHEREAS, the attached petitions for account numbers P0013453, R0009081, R0085512, and R0102991 have been reviewed and approved by the Adams County Assessor's Office; and,

WHEREAS, information regarding the initial assessed value and the justification for reduction in assessed value and refund of taxes is included for each property in the documentation attached; and,

WHEREAS, it is the recommendation of the Assessor's Office that these petitions be approved and refunds be issued by the Board of County Commissioners; and,

WHEREAS, for account number P0013453, approval by the Board of County Commissioners shall be forwarded as a recommendation to the Colorado Property Tax Administrator for review and approval as required by statute.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the petitions for account numbers P0013453, R0009081, R0085512, and R0102991 are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the resolution approving petitions for account number P0013453 be forwarded, for review, to the Colorado Property Tax Administrator to approve the abatement petition for the Property.

APPROVED

ABATEMENT FOR TAX YEAR:		2015		
TODAYS DATE		02/13/17		
BUSINESS NAME:	ROTO ROOTER SERVICES COMPANY			
ACCOUNT NUMBER:	P0013453			
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$414,855	\$120,310	90.618	\$10,902.25
REVISED VALUE	\$0	\$0	90.618	\$0.00
ABATED VALUE	\$414,855	\$120,310	90.618	\$10,902.25

Provide your reason for the Abatement/Added in the space below:

BUSINESS MOVED TO DENVER COUNTY PRIOR TO 1/1/17.

RECEIVED
FEB 23 2017
Office of the
Adams County Attorney

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:				
ACCOUNT NUMBER:				
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

FEB 14 2017

OFFICE OF THE
PETITION FOR ABATEMENT OR REFUND OF TAXES ADAMS COUNTY ASSESSOR

County: ADAMS

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 02 13 2017
Month Day Year

Petitioner's Name: ROTO ROOTER SERVICES COMPANY
Petitioner's Mailing Address: C/O BARBARA S GUGEL 255 E 5TH ST STE 2500
CINCINNATI OH 45202-4793
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>P0013453</u>	<u>6701 E 50TH AVE</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2016 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

THE BUSINESS AND EQUIPMENT HAD MOVED TO DENVER COUNTY PRIOR TO 1/1/16.

Petitioner's estimate of value: \$ 0.00 (2016)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

[Signature]
Petitioner's Signature

Daytime Phone Number (513) 762-6556
Email BARB.GUGEL@RR90.COM
By _____ Daytime Phone Number ()
Agent's Signature* Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

Tax Year 2015

	Actual	Assessed	Tax
Original	<u>414855</u>	<u>120310</u>	<u>10902.25</u>
Corrected	<u>0</u>	<u>0</u>	<u>0</u>
Abate/Refund	<u>414855</u>	<u>120310</u>	<u>10902.25</u>

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: 2015 Protest? No Yes (if a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

[Signature]
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of ADAMS County, State of Colorado, at a duly and lawfully called regular meeting held on 03/21/17, at which meeting there were present the following members:
Month Day Year

_____ with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor PATSY MEIDNAKIS (~~being present--not present~~) and
Name
Petitioner ROD ROOTER SERVICES CO. (~~being present--not present~~), and WHEREAS, the said
Name
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor, and that the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

<u>2015</u>	<u>\$0.</u>	<u>\$10,902.25</u>
Year	Assessed Value	Taxes Abate/Refund

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County
this _____ day of _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

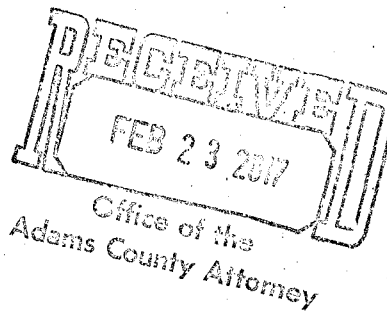
Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature Property Tax Administrator's Signature Date

ABATEMENT FOR TAX YEAR:					2014
BUSINESS NAME:		DAVID S DAVIS			
ACCOUNT NUMBER:		R0009081			
PARCEL NUMBER:		157122000014			
		ACTUAL	ASSESSED	MILL	TAX
		VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE		\$81,000	\$23,490	90.824	\$2,133.46
REVISED VALUE		\$81,000	\$6,450	90.824	\$585.81
ABATED VALUE		\$0	\$17,040	90.824	\$1,547.65

Provide your reason for the Abatement/Added in the space below:

CORRECTING THE LAND CLASSIFICATION TO RESIDENTIAL AS IT IS A CONTIGUOUS PARCEL



ADDED ASSESSMENT FOR TAX YEAR:

2015

BUSINESS NAME:					
ACCOUNT NUMBER:					
PARCEL NUMBER:					
		ACTUAL	ASSESSED	MILL	TAX
		VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE		\$81,000	23,490	92.241	2,166.74
REVISED VALUE		\$81,000	\$6,450	92.241	\$594.95
ADDED VALUE		\$0	17,040	92.241	1,571.79

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams County

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

RECEIVED

Section I: Petitioner, please complete Section I only.

Date: 10/18/2016
Month Day Year

OCT 27 2016

Petitioner's Name: DAVID S. DAVIS C/O Duff and Phelps, LLC

Petitioner's Mailing Address: 1200 17th St. Suite 990

Denver CO 80202
City or Town State Zip Code

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
0157122000014	9131 E 136TH AVE
<u>B0009081</u>	CO

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2014 and 2015 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

The subject property is a contiguous parcel of land associated with parcel (0157122000015) under the common ownership entity DAVID S. DAVIS. Pursuant to 39-1-102 C.R.S (14.4) (a) "Residential Land" means a parcel or contiguous parcels of land under common ownership upon which residential improvements are located and that is used as a unit in conjunction with the residential improvements located thereon. Therefore, Duff & Phelps hereby request that the subject property be classified as residential instead of commercial.

Petitioner's estimate of value: \$ 81,000 (2014) and \$ 81,000 (2015)
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Petitioner's Signature

Daytime Phone Number () _____

By Travis Stuard
Agent's Signature*

Email _____

Daytime Phone Number (303) 749-9033

Email travis.stuard@duffandphelps.com

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

	Tax Year <u>2014</u>			Tax Year <u>2015</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	<u>81000</u>	<u>23490</u>	<u>2133.46</u>	<u>81000</u>	<u>23490</u>	<u>2166.74</u>
Corrected	<u>81000</u>	<u>6450</u>	<u>585.81</u>	<u>81000</u>	<u>6450</u>	<u>594.95</u>
Abate/Refund	<u>0</u>	<u>17040</u>	<u>1547.45</u>	<u>0</u>	<u>17040</u>	<u>1571.79</u>

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: 2014 Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: 2015 Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

SCANNED

OCT 27 2016

Datsy Melonakis
Assessor's or Deputy Assessor's Signature

APPROVED

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	CIMARRON HOLDINGS LLC
ACCOUNT#	R0085512
PARCEL#	01821-31-3-19-035

TAX YEAR	2014			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$748,980	\$217,200	104.263	\$22,645.92
REVISED	\$560,628	\$162,580	104.263	\$16,951.08
ABATED	\$188,352	\$54,620	104.263	\$5,694.85

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

IMPROVEMENTS WERE DEMOLISHED IN 2012. WE DID NOT RECEIVE THE PERMIT TO DEMOLISH

RECEIVED
FEB 23 2017
Office of the
Adams County Attorney.

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received **RECEIVED**
(Use Assessor's or Commissioners' Date Stamp)

DEC 27 2016

OFFICE OF THE
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: 12 / 19 / 2016
Month Day Year

Petitioner's Name: CIMARRON HOLDINGS LLC
Petitioner's Mailing Address: 924 W COLFAX AVE SUITE 203
Denver City or Town CO State 80204 Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
0182131319035 <u>R0085272</u>	14091 E Colfax Ave Aurora, CO

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2014 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

The subject property was Vacant Land on both 6/30/2012 and 1/01/2014. Please correct the assessed value to land only.

Petitioner's estimate of value: \$ 560,628 (2014)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature Daytime Phone Number (_____) _____
By [Signature] Daytime Phone Number (303) 355-5871
Agent's Signature* David@COpropertyTaxes.com

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

Tax Year 2014

	Actual	Assessed	Tax
Original	<u>748,980</u>	<u>217,200</u>	<u>22645.92</u>
Corrected	<u>560,628</u>	<u>162,580</u>	<u>16,951.08</u>
Abate/Refund	<u>188,352</u>	<u>54,620</u>	<u>5,694.85</u>

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2014 Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

SCANNED
JAN 06 2017

APPROVED

APPROVED

ABATEMENT / COMMERCIAL

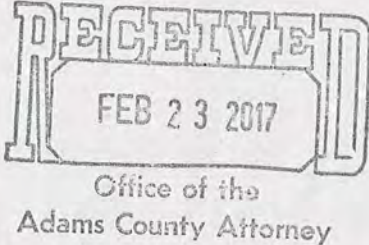
APPROVAL STATUS APPROVED

NAME	CIMARRON HOLDINGS LLC
ACCOUNT#	R0085512
PARCEL#	01821-31-3-19-035

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$748,980	\$217,200	102.645	\$22,294.49
REVISED	\$560,628	\$162,580	102.645	\$16,688.02
ABATED	\$188,352	\$54,620	102.645	\$5,606.47

TAX YEAR	2016			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$748,980	\$217,200	105.965	\$23,015.60
REVISED	\$560,628	\$162,580	105.965	\$17,227.79
ABATED	\$188,352	\$54,620	105.965	\$5,787.81

REASON FOR ABATEMENT AND DECISION COMMENTS


RECEIVED
FEB 23 2017
Office of the
Adams County Attorney

IMPROVEMENTS WERE DEMOLISHED IN 2012. WE DID NOT RECEIVE THE PERMIT TO DEMOLISH

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

101 12/27/16
NOD
Submittal
2/1/17
RECEIVED
FEB 10 2017
OFFICE OF THE
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: 01 / 02 / 2017
Month Day Year

Petitioner's Name: CIMARRON HOLDINGS LLC
Petitioner's Mailing Address: 924 W COLFAX AVE SUITE 203
Denver CO 80204
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
0182131319035 14091 E Colfax Ave Aurora, CO

R0085512

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2015 and 2016 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

The subject property was Vacant Land on 6/30/2014, 1/01/2015, & 1/01/2016. Please correct the assessed value to land only.

Petitioner's estimate of value: \$ 560,628 (2015) and \$ 560,628 (2016)
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Petitioner's Signature _____ Daytime Phone Number (____) _____
By [Signature] Agent's Signature* _____ Daytime Phone Number (303) 355-5871
David@COPropertyTaxes.com

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

	Tax Year <u>2015</u>			Tax Year <u>2016</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	<u>748980</u>	<u>217200</u>	<u>22294.49</u>	<u>748980</u>	<u>217200</u>	<u>23015.60</u>
Corrected	<u>560628</u>	<u>162580</u>	<u>16688.02</u>	<u>560628</u>	<u>162580</u>	<u>17227.79</u>
Abate/Refund	<u>188352</u>	<u>54620</u>	<u>560647</u>	<u>188352</u>	<u>54620</u>	<u>5787.81</u>

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2015 Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)
Tax year: 2016 Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

[Signature]
Assessor's or Deputy Assessor's Signature

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVE

NAME	LU-TEK INCORPORATED
ACCOUNT#	R0102991
PARCEL#	01825-07-3-08-002

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$1,319,688	\$382,710	118.015	\$45,165.52
REVISED	\$1,190,000	\$345,100	118.015	\$40,726.98
ABATED	\$129,688	\$37,610	118.015	\$4,438.54

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0		\$0.00
REVISED		\$0	0	\$0.00
ABATED	\$0	\$0	0	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2016 VALUE PER BAA ORDER ON STIPULATION FOR DOCKET NO 69309
RECEIVED 1/19/17 DB

ADJUSTING THE 2015 VALUE TO BE EQUITABLE WITH THE BAA ORDERED VALUE FOR 2016

RECEIVED
FEB 23 2017
Office of the
Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received **RECEIVED**
(Use Assessor's or Commissioners' Date Stamp)

FEB 02 2017

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

Section I: Petitioner, please complete Section I only.

Date: January 09 2017
Month Day Year

Petitioner's Name: Lu-Tek Incorporated
 Petitioner's Mailing Address: c/o Joseph C. Sansone Company, David Johnson
18040 Edison Avenue Chesterfield MO 63005
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>0182507308002</u>	<u>5135 West 58th Avenue, Arvada, CO 80002</u>
<u>R0102991</u>	

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2015 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

We believe the reduction as per the attached Decision Notice for the 2016 actual value should be reflected for the 2015 actual value.

Petitioner's estimate of value: \$ 1,190,000.00 (2015)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature _____ Daytime Phone Number (_____)
 By [Signature] _____ Email _____
 Agent's Signature* _____ Daytime Phone Number (636) 733-5455
 Email appeals@jcsco.com

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)			
	Actual	Assessed	Tax
Original	<u>1219688</u>	<u>382,710</u>	<u>45,165.52</u>
Corrected	<u>1190000</u>	<u>345,100</u>	<u>40,726.98</u>
Abate/Refund	<u>129688</u>	<u>37,610</u>	<u>4438.54</u>

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year 2015 Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s): _____

[Signature]
Assessor's or Deputy Assessor's Signature

SCANNED

FEB 07 2017



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 21, 2017
SUBJECT: Authorization to Execute a New Tenant Based Rental Assistance (TBRA) Subrecipient Agreement
FROM: Norman Wright, Community & Economic Development Director
AGENCY/DEPARTMENT: Community Development
HEARD AT STUDY SESSION ON: April 27, 2016
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners authorize the Chair to execute a new agreement between the County and the Adams County Housing Authority (ACHA) to administer a TBRA program using HOME Investment Partnerships Program (HOME) funds.

BACKGROUND:

On November 13, 2015, the County and the Adams County Housing Authority (ACHA) entered into a subrecipient agreement to administer a TBRA Program using \$163,422 in HOME funds. On April 27, 2016, the Board approved an additional \$100,000 in HOME funds to be programmed into the TBRA program (\$263,422 in total available funding).

After recognizing various unforeseen program constraints, and issues with spending down the funds, it was determined by both ACHA staff and the Adams County Community Development (ACCD) staff, that the TBRA program was not suited for utilizing HOME funds in the most cost-effective manner to meet community needs. Currently, the program serves five (5) families, all of which have twelve (12) month lease agreements. The total rental assistance needed for the five (5) TBRA families is \$63,422. ACCD will need to terminate the original TBRA Subrecipient Agreement and replace it with a new one.

ACCD is requesting the Board to authorize the Chair to execute the new TBRA Subrecipient Agreement in the amount of \$63,422, after the County Attorney's Office approval.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Community Development, under the Community & Economic Development Department

ATTACHED DOCUMENTS:

Resolution
TBRA Subrecipient Agreement (DRAFT)

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 APPROVING TENANT BASED RENTAL ASSISTANCE (TBRA)
SUBRECIPIENT AGREEMENT BETWEEN ADAMS COUNTY AND ADAMS COUNTY
HOUSING AUTHORITY (ACHA)

Resolution 2016-

WHEREAS, Adams County annually receives HOME Investment Partnerships Program (HOME) funds through the US Department of Housing and Urban Development (HUD); and,

WHEREAS, on November 13, 2015, the County and ACHA entered into an agreement to administer a TBRA Program using \$163,422 in HOME funds; and,

WHEREAS, on April 27, 2016, the Board of County Commissioners approved the County's 2016 Annual Action Plan which designated an additional \$100,000 in HOME funds to the TBRA Program; and,

WHEREAS, a new agreement is required with a reduced budget of \$63,422.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Tenant Based Rental Assistance Subrecipient Agreement between Adams County and the Adams County Housing Authority, a copy of which is attached hereto, is approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Subrecipient Agreement after approval to form by the County Attorney's Office.

BE IT FURTHER RESOLVED, that the Director of the Community & Economic Development Department and the Community Development Manager are hereby authorized to sign necessary non-contractual documents to carry out the ongoing activities of the HOME programs consistent with the awards set forth herein.

ADAMS COUNTY
TENANT BASED RENTAL ASSISTANCE CONTRACT
HOME INVESTMENT PARTNERSHIPS PROGRAM
CFDA NUMBER: 14.239
DUNS NUMBER: 024394374

THIS Agreement is made and entered into this _____ day of _____, 2017, by and between ADAMS COUNTY, STATE OF COLORADO, a body politic and corporate, known hereafter as the "COUNTY," and THE HOUSING AUTHORITY OF THE COUNTY OF ADAMS, STATE OF COLORADO, whose address is 7190 Colorado Blvd, 6th Floor, Commerce City, CO 80022, a Colorado public body corporate and politic, known hereafter as the "SUBGRANTEE".

WITNESSETH:

WHEREAS, Adams County has entered into an agreement with the U. S. Department of Housing and Urban Development ("HUD") to execute and implement the HOME Investment Partnerships Program ("HOME") with a goal of expanding the supply of decent, safe, affordable housing for those of very low and low income; and,

WHEREAS, said HOME Program provides that Adams County will contract with public or private for-profit or non-profit investor developers or non-profit community housing development organizations to complement the project set forth therein; and,

WHEREAS, the COUNTY has elected to administer such Federal funds for its entitlement areas through Adams County Community Development; and,

WHEREAS, the SUBGRANTEE has applied to the COUNTY for the City of Thornton's HOME funds to be allocated as HOME Tenant Based Rental Assistance ("TBRA") project in the amount of Sixty Three Thousand Four Hundred Twenty-Two Dollars (\$63,422.00), which will be made available to the SUBGRANTEE under the terms of this Agreement; and,

WHEREAS, the COUNTY has agreed to make said HOME funds available under the terms contained herein, pursuant to the authority of 24 CFR Part 92, which establishes the HOME Investment Partnerships Program, and other applicable federal statutes and regulations, a listing of which is attached hereto as Exhibit 5 and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the promises and mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the SUBGRANTEE agree as follows:

ARTICLE I
Use of HOME Funds

1. The total amount of funds provided by the COUNTY, pursuant to this Agreement is **\$63,422.00**. The HOME funds shall be used for Tenant Based Rental Assistance program to serve the City of Thornton's very-low and low-income households as presented in EXHIBIT 2 – Budget.
2. The SUBGRANTEE shall provide rental assistance payments, utility payments and one security deposit to prospective participants of the program for a minimum of 12 months and maximum of 24 months during the pilot program period. The program will continue for a maximum assistance of 24 months per participant as outlined in ARTCILE II – Scope of Services.

ARTICLE II
Scope of Services, Term, Period of Completion

The TBRA is a rental subsidy program to help individual households acquire permanent housing through temporary rental subsidies with or without rental security deposits and/or utility deposits. SUBGRANTEE has chosen HOME funds in this manner to assist very-low and low-income households in the City of Thornton. Similar to the Housing Choice Voucher program, the TBRA program follows the tenant and is not tied to any specific housing project. The following program requirements meet or exceed HUD standards for TBRA programs.

Tenant Selection Criteria for Tenant Based Rental Assistance

1. Low-income families. Tenant(s) must be: qualified as very-low or low-income families; currently homeless or at risk of becoming homeless; must have a student enrolled in Adams County School District 12 that serves City of Thornton residents; are working with the Homeless School Liaison designee of Adams School District 12; live or will live within the City of Thornton; and the student(s) will remain in the same Adams School District 12 school for the remainder of the school year. All participating households will be identified by the Homeless School liaison or a designee from Adams County School District 12 and income qualified at or below 60% Area Medium Income at initial application. The Homeless School Liaison shall utilize a scoring matrix developed by the Housing Authority to score the families before referring to the Authority. The Housing Authority Resident Services Coordinator will provide counseling services and the Housing Authority Intake Specialist will provide outreach through ACHA's partnering agencies Community Service Center or The Center for Career and Community Enrichment (3CE).
2. Preferences for individuals with special needs.
 - a: SUBGRANTEE establish a preference for individuals with special needs. Contractor may offer, in conjunction with the tenant-based rental assistance program, particular types of non-mandatory services that may be most appropriate for households with a special need or a particular disability. Generally, tenant-based rental assistance and the related services should be made available to all households with special needs or disabilities who can benefit from such services.

b: Preferences cannot be administered in a manner that limits the opportunities of households on any basis prohibited by 24 CFR 5.105 (a). For example, Contractor may not determine that households given a preference under the program are therefore prohibited from applying for or participating in other programs of forms of assistance.

Maximum Subsidy and Minimum Housing Rental Terms

TBRA shall be for a minimum of twelve months, and contingent upon tenant(s) remaining in contact with the Homeless School Liaison. Participation in self-sufficiency programs is not required, but highly encouraged. While assistance cannot be terminated because of failure to participate in self-sufficiency programs, renewal of assistance after the initial twelve month period may lead to termination of further tenant based rental assistance and meeting self-sufficiency goals established at the commencement of their acceptance into the program. Per HOME rules, the maximum subsidy amount that the HOME TBRA program may pay to assist any given household is the difference between 30% of the household's adjusted monthly income using the requirements in 24 CFR Part 5.611 and HUD's fair market rents published annually. TBRA maximum benefit for this program is 12 months through the Adams County Housing Authority Grants Administrator.

Waiting List

The SUBGRANTEE shall maintain a waiting list separate from any other waiting lists in the community, such as Public Housing Authority lottery pool. The waiting list will be based upon the tenant selection criteria listed above and the date a complete application is received. Applications shall be date and time stamped when received. An incomplete application shall be returned to the applicant or their intake specialist within three business days via mail. Placement on the waiting list shall be on a first-come first-served basis using the preferences stated in the tenant selection criteria. The waiting list shall be updated at a minimum of every ninety days. Applicants shall be contacted by phone, email, and regular mail to insure the applicant wishes to remain on the waiting list.

Households given preference or assistance under the TBRA program may not be prohibited from applying for or participating in other available programs or forms of assistance, particularly rental assistance. Additionally, households on the Housing Choice Voucher lottery pool at the time of selection for the TBRA Program must remain in their place in the lottery pool while receiving HOME TBRA.

The SUBGRANTEE shall receive disbursement of TBRA funds committed upon submission of Request of Payment form: Tenant-Based Rental Assistance Request.

Eligible Uses of TBRA Funds

The following are eligible uses of TBRA funds:

1. Monthly rent; and
2. Application, Annual Income Verification and HQS inspections/Contract Inspector by Adams County Housing Authority Personnel.

Ineligible Uses of TBRA Funds

The following situations are **not** eligible uses of TBRA funds:

1. Use of TBRA funds for utility or security deposit without rental assistance;
2. Payment of rental for a tenant that is also an owner of the housing unit;
3. TBRA funds cannot be used to displace other available funds such as DSS or Emergency funds;
4. TBRA funds cannot be used for overnight or temporary shelter for homeless persons;
5. HOME TBRA may not duplicate existing rental assistance programs that already reduce the tenant's rent payment to 30% of income. For example, if the household is already receiving assistance under the Section 8 Housing Choice Voucher program, the household may not also receive assistance under a HOME TBRA program;
6. TBRA beyond a 24-month approval (24-month limit begins on first day of a lease); and
7. TBRA to assist very-low or low-income households whose income exceeds 60% of Area Median Income (AMI).

Eligible Beneficiaries

All families assisted must have incomes that are less than or equal to 60% of AMI for Adams County.

# of Households	Income of Beneficiaries
Minimum of 5	60% of AMI

Income Verification Requirement

Income eligibility must be determined prior to committing TBRA funds. Income eligibility shall be based on actual or anticipated income. The annual income is defined as the gross amount of income anticipated by all adult members in a household (18 years old or older) during the 12 months following the effective date of the determination. The HOME TBRA Program uses Part 5 definition of annual gross income, also referred to as the Section 8 definition of income, as described in 24 CFR 92.203. When collecting income verification documentation, likely changes in income are also considered. For example, last year's tax return does not establish anticipated income; nor is it an adequate source of documentation. The Housing Authority will follow Housing Choice Voucher requirements when verifying income.

HOME rule requires TBRA minimal of annual income re-certifications, however, the Housing Authority may conduct more frequent income re-certifications. Only annual re-certifications are eligible for reimbursement through the grant. Additionally, because this is a Self-Sufficiency TBRA program for very-low or low-income families, participants are required to report any household income increases or decreases for thirty (30) or more consecutive days within 10 days to the intake specialist thereby subjecting the household to an interim re-certification.

Other Verification Requirements

The following requirements must be verified prior to acceptance of an applicant in housing:

1. Verification that the applicant has a District 12 Homeless School Liaison who is actively working with the applicant. This verification must be in the form of a letter from the organization or entity working with the very-low or low-income households and is referring the households to the Adams County Housing Authority for consideration for inclusion in the TBRA program. The letter must include: (a) the name of the liaison; (b) the goals with timelines for the household; and (c) the anticipated amount of time TBRA funds are needed.
2. Adams 12 will be required to submit to ACHA a completed "Moving Forward" Certification and scoring matrix completed during a pre-screen process verifying an applicant's eligibility for the program.
3. Each applicant file must contain income verification certifying that the applicant's income at the time of acceptance into the program is less than or equal to 60% area median income. Annual income is determined utilizing the definition under the Housing Choice Voucher Program in 24 CFR Part 5.609.

Continued Use of TBRA

The qualified households remain eligible for TBRA and can have up to two six (6) month renewals if these conditions are met: remain income qualified of 60% or below AMI; participation in self sufficiency programs as identified by ACHA and the homeless liaison; students remaining the same school or transitional school; and abiding by the terms of the lease.

Locating an Appropriate Housing Unit

The ACHA intake specialist must assist the very-low or low-income household in locating an appropriate housing unit in order to utilize the TBRA funds. Once eligibility is determined, a household may be issued a "TBRA coupon" while searching for a unit. The coupon is good for sixty days. If no appropriate housing is found within the sixty day period, the intake specialist must contact the SUBGRANTEE for an extension in thirty day increments. (Please see Waiting List for tenant selection.)

Eligible TBRA Units Located in the City of Thornton

1. Households may select the housing unit of their choice as long as the monthly rent is considered reasonable in comparison to rents charged for comparable units in the community.
2. Maximum subsidy is established by HUD maximum rents for the geographic area.
3. Units may be publicly or privately owned.
4. Units must meet Housing Choice Voucher Housing Quality Standards (HQS) and must be free of lead-based paint hazards.
5. Cannot be a subsidized unit.
6. Unit must meet the minimum bedroom size for the family, as determined by HUD Federal Requirements including HOME and Housing Choice Voucher requirements.

Occupancy Standards

Units subsidized with TBRA must meet or exceed HUD's HOME and Housing Choice Voucher requirements. HQS inspections to verify compliance is required prior to initial move-in and at least annually during the term of the TBRA.

Basic standards of occupancy are based upon the Housing Choice Voucher standard of two persons per living/sleeping area. The TBRA program will follow ACHA occupancy standards based on HUD regulations.

Lease Requirements

The term of the lease between the tenant and the landlord must be one year unless both agree otherwise.

The lease agreement may **NOT** contain any of the following provisions:

- Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- Agreement by the tenant that the owner may take, hold or sell the personal property of the household members without notice to the tenant and a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out);
- Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent;
- Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
- Agreement that the owner may evict the tenant (or other household member) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
- Agreement by the tenant to waive a trial by jury;
- Agreement by the tenant to waive tenant's rights to appeal or otherwise challenge a court decision;
- Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court; or
- Agreement by the tenant to participate in any specific supportive services as a term or condition of the lease, services may not be mandatory.

Termination of Lease

The landlord may elect to terminate or refuse to renew a lease with a tenant receiving TBRA in the following circumstances:

- Proof of activity of a controlled substance for any household member;
- Felony conviction of a crime that is violent or sexual in nature;
- Proof of domestic violence;
- Physical damage to the unit beyond normal wear and tear;
- Failure to pay the tenant portion of the rent required; or
- Failure to maintain the unit in a safe and sanitary manner.

These circumstances must be in writing in either the lease or in an agreement between the tenant and the SUBGRANTEE.

Minimum and Maximum Payments

Housing Choice Voucher income standards are used when calculating tenant and TBRA payments.

The TBRA rent limit payment standard is set by HUD's Fair Market Rents for Adams County. Maximum subsidy may not exceed the difference between the rent limit payment standard for the unit size and 30% of the family's monthly adjusted income. Tenant rent payment is a minimum of \$50.00.

HUD's Fair Market Rents. HUD's fair market rents are published annually on HUD's website

Rent Increases

The SUBGRANTEE must review and approve rent increases by landlords renting to tenants that participate in the TBRA program.

Legal Agreements

Once the tenant has chosen a unit, the SUBGRANTEE shall inspect the unit and approve for TBRA. Three separate agreements are required for TBRA payments:

1. The owner and the tenant must enter into a lease agreement;
2. The owner and the SUBGRANTEE must enter into an agreement in which the owner agrees to abide by the HOME regulations; and
3. The tenant and the SUBGRANTEE must enter into an agreement that the tenant will abide by the TBRA program rules.

Reporting Schedule. The SUBGRANTEE shall provide the following reports to the Adams County Government:

1. **Financial Reports.** One (1) copy of the quarterly Financial Status Reports shall be submitted within 20 calendar days of the end of the calendar quarter. These reports must be submitted on forms provided by Adams County.
2. **Performance Reports.** One (1) copy of the quarterly Narrative Performance Report shall be submitted within fifteen (15) calendar days of the end of the calendar quarter. These reports must be submitted on forms provided by Adams County.
3. **Project Completion Report.** Within thirty (30) days after the completion of the Project or the final draw whichever is later, the Contractor shall submit one (1) copy the Project Completion Report, (2) two copies of the Final Financial Status Report, and two (2) copies of a consolidated Beneficiary Report on forms provided by Adams County.

TBRA Participating Tenant

Tenants receiving TBRA will be encouraged to enroll in local agency programs (e.g., Parenting classes, Resume Writing, GED etc.) that will provide information on their rights and opportunities for keeping and maintaining a permanent residence.

The term of this Agreement shall be effective from the date of execution by the Board of County Commissioners. Work performed by the SUBGRANTEE or its agents prior to the execution of this Agreement by the Board of County Commissioners shall not be considered part of this HOME Project. This Agreement shall terminate on the date for Completion as set out in the Schedule of Completion of Services, Exhibit 3, except as provided otherwise herein and except that in no case shall the term of this Agreement be in effect for a period less than two years, unless sooner terminated pursuant to Article IX.

1. The SUBGRANTEE shall not begin the Work until after execution of this Agreement by the COUNTY. The Work shall be undertaken and performed in the sequence set forth in the Exhibit 3 - Schedule of Completion of Services. The SUBGRANTEE agrees that time is of the essence in the performance of its obligations under this Agreement, and that completion of the Project shall occur no later than the completion date set forth in the Schedule of Completion of Services or 24 months after the date of execution of this Agreement by the COUNTY, whichever is lesser, unless extended in writing by the COUNTY's Authorized Representative.
2. If the Project involves construction or rehabilitation, the SUBGRANTEE shall furnish or contract to furnish all labor, machinery, equipment, and any materials and supplies necessary for or incidental to the complete and timely performance of everything described or reasonably implied from, and in such manner as to comply with the conditions and specifications as set forth in this Agreement and the Scope of Services. All labor shall be performed in a workmanlike manner, and in compliance with the requirements of the United States Occupational Safety and Health Act. The SUBGRANTEE and its contractors have become fully informed regarding the Work, and any materials or equipment required including the amount or quantity thereof. The selection of materials and equipment for the Work shall be in accordance with the Agreement and the laws of Colorado.

ARTICLE III Disbursement of Funds

1. SUBGRANTEE shall request reimbursement either on the basis of a lump sum payment upon completion of the Project or on the basis of monthly payments during the course of the Project as the work progresses.
2. Any expenses incurred by the SUBGRANTEE in association with said Project prior to execution of this Agreement by Adams County are not eligible HOME expenditures and shall not be reimbursed by the COUNTY.
3. Funds shall not be obligated or utilized for any activities requiring a release of funds by the COUNTY and HUD under the Environmental Review Procedures for the HOME program at 24 CFR Parts 50 and 58 until such release is issued in writing by the COUNTY and HUD. For categorically excluded activities listed in 24 CFR Section 58.35 (a), the COUNTY must make and document a determination that the activities are exempt because there are no circumstances that require compliance with any other Federal laws and authorities cited at 24 CFR Section 58.3 prior to the SUBGRANTEE

incurring costs for such activities. For projects not exempt under Section 58.34 or categorically excluded under Section 58.35, the COUNTY must prepare an Environmental Assessment and make a finding as described in 24 CFR Sections 58.36 through 58.45. The finding must be published and disseminated to the public by the COUNTY prior to the SUBGRANTEE incurring costs for such projects. No funds shall be distributed under this Agreement until findings of no significant impact are established.

4. Periodic requests for reimbursements shall be in a form acceptable to the COUNTY and shall be submitted to the COUNTY's Authorized Representative for review and approval. Requests for periodic, partial reimbursements shall not be submitted more frequently than one time per month and shall be supported and documented on the basis of SUBGRANTEE costs actually incurred on the Project during the period for which reimbursement is requested.
5. In no event shall the COUNTY be liable for or pay any extra costs, overruns or additional amounts in excess of the fixed costs; provided, however that the foregoing provisions shall not prevent the above fixed cost as set forth in the attached Exhibit 2 - Budget, from being increased or decreased by an amendment to this Agreement.
6. The COUNTY agrees to pay SUBGRANTEE the amount set forth above only from those funds paid to the COUNTY by the United States Department of Housing and Urban Development (HUD). The SUBGRANTEE shall be bound by the terms and conditions of said Funding Agreement.
7. SUBGRANTEE covenants that all invoices and requests for reimbursements for compensation due under this Agreement shall be submitted no later than forty-five (45) days after the date of completion of the Project as set forth in Exhibit 3. Any request made after the forty-five (45) days shall be considered untimely and may be denied as a breach of this Agreement, unless arrangement for additional days has been requested in writing by the SUBGRANTEE and approved by the Authorized Representative in writing in advance of the termination of this Agreement. SUBGRANTEE hereby waives all rights, interests or claims to any funds or compensation from the COUNTY for services rendered or costs incurred under this Agreement not invoiced or requested for reimbursement and made in writing to the COUNTY before the forty-five (45) days described above.
8. Any Program Income as defined in 24 CFR 92 that is received by the SUBGRANTEE shall be paid to the COUNTY by the SUBGRANTEE within 90 days after receipt of said income by the SUBGRANTEE.
9. Upon completion of the SUBGRANTEE's Project, the SUBGRANTEE shall transfer to the COUNTY any remaining HOME funds.

ARTICLE IV Reporting Requirements

1. The SUBGRANTEE shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the COUNTY and HUD. This shall include providing to the COUNTY information necessary to complete any required reports in a timely fashion.

2. The SUBGRANTEE shall prepare and submit to the COUNTY at least every three (3) months a detailed Quarterly Performance Report no later than fifteen (15) days after the end of each quarter beginning October 15, 2015 for the period starting with execution date of this Agreement through March 31, 2016, and no later than July 15, October 15, and January 15 in subsequent years until the project is completed. Said report shall be in a format approved by COUNTY and shall be directly related to the Scope of Services and Project Budget. The contents of the report shall provide data and information to the COUNTY to be used for coordinating, monitoring and evaluating the Scope of Services to its completion. Failure to submit said report may constitute grounds for withholding compensation.
3. The SUBGRANTEE shall submit to the COUNTY an audit report or a year-end financial statement as required by Article VI Section 3 and in a form acceptable to the COUNTY no later than six (6) months after the end of the SUBGRANTEE's fiscal year for every year in which funds for this Project are used.

ARTICLE V
Recordkeeping and Retention

1. The SUBGRANTEE shall maintain all records required by the Federal regulations specified in 24 CFR Section 92.508, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - (a) Records providing a full description of each activity undertaken;
 - (b) Records demonstrating that the activity undertaken meets the requirements of the HOME Program;
 - (c) Records required determining the eligibility of activities;
 - (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance, including but not limited to, records clearly identifying properties purchased, improved or sold;
 - (e) Records documenting compliance with the Federal housing and equal opportunity components of the HOME program; and
 - (f) Records required, as applicable, pursuant to 24 CFR Section 92.508.
2. The SUBGRANTEE shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the grant is closed out in HUD's Integrated Disbursement and Information System (IDIS).

ARTICLE VI
Documentation

1. All SUBGRANTEE costs, expenditures and obligations hereunder must be supported by such source documentation as paid bills, payrolls, time and attendance records, contract and sub-grant award documents or other documents showing in detail the nature of such costs and obligations.
2. Any pertinent books, documents, papers, or other records pertaining in whole or in part to this Agreement shall be clearly identified and be made readily accessible to the COUNTY, HUD, and Comptroller General of the United States or any of their duly authorized representatives, upon request, for the purpose of making audits, examinations,

excerpts and transcriptions. At such times and in such form as may be required, the SUBGRANTEE shall furnish to the COUNTY, HUD, or the Comptroller General of the U.S. any of the records, reports, data, information or other documents enumerated in this paragraph at no cost to the requesting agency, unless the volume requested would place a hardship upon the SUBGRANTEE.

3. Where work performed under this Agreement is undertaken by a SUBGRANTEE, an audit shall be conducted and submitted to the COUNTY in accordance with the applicable requirements of 2 CFR Part 200.104, Supersession, and as implemented by HUD at 24 CFR Part 84. If an audit is not required in accordance with 2 CFR Part 200.104, Supersession, the SUBGRANTEE shall provide a year-end financial statement for each fiscal year in which the SUBGRANTEE has received funding from the COUNTY for this Project.
4. The SUBGRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, household size, and ethnicity, number of bedrooms in each unit and description of service provided. Such information shall be made available to the COUNTY monitors or their designees for review upon request. Client data, including data pertaining to loans generating Program Income, will also be transferred, along with the asset, to the COUNTY upon Project close-out.

ARTICLE VII

Authorized Representative

1. The COUNTY hereby designates the Administrator of Community Development or her appointed designee as its Authorized Representative under this Agreement. The COUNTY reserves the right at any time to change its Authorized Representative by notice to the SUBGRANTEE.
2. The performance of the services required hereunder shall be under the direct supervision of the Executive Director who is an employee or agent of the SUBGRANTEE, and who is hereby designated as the Administrator-in-charge of this Project. At any time the Administrator-in-charge is not assigned to the Project, all work shall be suspended until the SUBGRANTEE assigns a mutually acceptable replacement Administrator-in-charge and the COUNTY receives notification of such replacement assignment.

ARTICLE VIII

Eligible Activities

1. All Project activities shall be eligible and shall be in compliance with 24 CFR Part 92.205, of the HOME Investment Partnerships Program, Section 205 of the NAHA, as amended, and all related regulations.
2. The SUBGRANTEE shall not discriminate against any person or persons on the grounds of race, color, religion (in instances of fair housing), gender, national origin, age, sexual orientation, disability, political affiliation/belief, residence, socio-economic background or any other characteristics protected by law in determining program eligibility, service delivery, program administration, leasing, rental, occupancy, use, or other disposition of housing or related facilities. SUBGRANTEE shall further meet the equal opportunity and fair housing requirements of 24 CFR 92.350

3. The SUBGRANTEE shall meet the requirements of 24 CFR 92.251 relating to property standards and the lead-based paint requirements in 24 CFR Section 92.355 and all applicable local housing code requirements for the duration of this Agreement and any modifications or amendments or successor agreements thereto. Annual inspections are required. Proof of these annual inspections must be maintained in the SUBGRANTEE files for annual compliance review by the COUNTY.

ARTICLE IX
Affirmative Marketing and Public Notices

1. SUBGRANTEE shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with HOME funds includes the following statement: "The funding source for this activity is HOME Investment Partnerships Program Funds made available through the Community Development Program of Adams County, Colorado."

ARTICLE X
Termination

1. Both the COUNTY AND SUBGRANTEE reserves the right to terminate this Agreement with or without cause for its convenience or the convenience of others upon not fewer than thirty (30) days written notice. Termination for convenience shall be in accordance with 2 CFR 200.
2. The COUNTY, by written notice to the SUBGRANTEE, may terminate this Agreement, at any time, in whole or in part, for failure of the SUBGRANTEE to substantially complete any portion of the Work in conformance with the Agreement. In accordance with 2 CFR 200, suspension or termination may occur if the SUBGRANTEE materially fails to comply with any term of this Agreement.
3. If the SUBGRANTEE or its agents fail to substantially complete the Work in conformance with this Agreement and the COUNTY nevertheless permits the SUBGRANTEE or its agents to continue performance of the Work, such permission shall neither modify nor waive the COUNTY's rights under this Agreement.
4. Upon the termination of this Agreement, the SUBGRANTEE shall transfer to the COUNTY any funds on hand at the time of termination and any accounts receivable attributable to the use of HOME funds. Any real property that was acquired or improved in whole or in part with HOME funds shall upon the termination of the Agreement either meet a HOME national objective for the Affordability Period or shall be disposed of and proceeds of the fair market value of the property, less any value obtained through non-HOME funds, be returned to the COUNTY. SUBGRANTEE shall not change the use of any such property from that for which the acquisition was made unless the full amendment process is used including reasonable notice to affected citizens and the opportunity for public comment. SUBGRANTEE shall document compliance with this provision for the Affordability Period by maintaining records and shall provide said records to the COUNTY if requested.

ARTICLE XI

Amendments

1. Either party to this Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing and authorized prior to any work being done thereon by an executed amendment to this Agreement.

(a) The COUNTY's Authorized Representative is hereby delegated the authority to grant extensions in writing to the Schedule of Completion of this Agreement when such extensions are determined by the COUNTY's Authorized Representative to be necessary for the satisfactory completion of the Project. All extensions of the Period of Completion shall be requested in writing by the SUBGRANTEE and submitted to the COUNTY's Authorized Representative for review and for obtaining a written approval as herein provided. Upon such approval, the COUNTY's Authorized Representative shall endorse the SUBGRANTEE's request accordingly for and on behalf of the COUNTY, and it shall thereupon be appended to this Agreement and become an amendment hereof.

(b) The COUNTY's Authorized Representative is hereby delegated the authority to approve minor budget adjustments to this Agreement as requested in writing by the SUBGRANTEE. Such minor budget changes, however, may only be approved by the COUNTY if the total amount to be paid does not change and does not exceed the total amount budgeted and provided the expenditure is eligible for reimbursement. The COUNTY will notify the SUBGRANTEE in writing of the County's approval.

(c) The COUNTY's Authorized Representative is hereby delegated the authority to approve minor changes to the Scope of Services to this Agreement as requested in writing by the SUBGRANTEE. Such minor changes in the Scope of Services, however, may only be approved by the COUNTY if the change does not change the national objective or activity category as designated for the original project. The COUNTY will notify the SUBGRANTEE in writing of the COUNTY's approval

(d) Any change in or new Federal, State or local law, rule, Executive Order, OMB Circular, or other regulation under which the Project and the Work is to be performed that may constitutionally be applied to the Project and the Work which, by its terms, is intended to be applied to the Project and the Work shall be deemed to be incorporated into this Agreement.

ARTICLE XII

Miscellaneous Provisions

1. No member of county government, whether elected or employed thereby, shall be paid or receive directly or indirectly any share or part of this Agreement or any benefit that may arise there from. The SUBGRANTEE warrants that it has not retained any company or person, other than a bona fide employee working solely for the SUBGRANTEE, to solicit or secure this Agreement, and that the SUBGRANTEE has not paid or agreed to pay any company or person other than a bona fide employee working solely for the SUBGRANTEE, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from, the award of this Agreement to the SUBGRANTEE, and that upon learning of any breach or violation of this provision the

COUNTY shall have the right to terminate this Agreement forthwith with no further liability or obligation for payment hereunder.

2. Financial obligations of the COUNTY are contingent upon funds for such purposes being appropriated, budgeted and otherwise made available. If the funds are not so appropriated, budgeted and made available, the COUNTY may terminate this Agreement by notice to the SUBGRANTEE. As of the date hereof the COUNTY's fiscal year is the calendar year. The SUBGRANTEE agrees that it will include in every contract and agreement into which it enters that it relies on HOME monies for funding the Project and will include a non-appropriations clause that will protect itself and the COUNTY from any liability or responsibility or any suit that might result from the discontinuance of HOME funding for any reason.
3. This Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts and agreements made and to be performed entirely within such state and the courts of such state shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder.
4. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for Adams County, State of Colorado.
5. The COUNTY, SUBGRANTEE and their employees, agents, consultants, officers, or appointed officers (except for the use of HOME funds to pay salaries and other related administrative or personnel costs) who exercise or have exercised any functions or responsibilities with respect to the COUNTY's activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may not obtain a personal or financial interest in or benefit from this Agreement, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have household or business ties, during their tenure or for one year thereafter.

Exceptions may only be made with written approval from HUD, as set forth in 24 CFR Section 92.356(d) and (e).

6. The SUBGRANTEE shall not discriminate against any person or persons on the grounds of race, color, religion (in instances of fair housing), gender, national origin, age, sexual orientation, disability, political affiliation/belief, residence, socio-economic background or any other characteristics protected by law in determining program eligibility, service delivery, program administration, leasing, rental, occupancy, use, or other disposition of housing or related facilities. SUBGRANTEE shall further meet the equal opportunity and fair housing requirements of 24 CFR 92.350
7. SUBGRANTEE shall provide documentation concerning eligible HOME matching funds as defined in HUD's CPD Notice 97-03. The COUNTY shall provide SUBGRANTEE guidance, instructions and report format for tracking, recording and documenting HOME matching funds upon execution of this Agreement.
8. Any notice or communication given pursuant to this Agreement shall be given in writing, either in person or by certified mail, return receipt requested. If given in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated on the duly completed return receipt.

Notice to the SUBGRANTEE shall be delivered or mailed to:

Don May – Executive Director
Adams County Housing Authority
7190 Colorado Blvd. – 6th Floor
Commerce City, CO 80022

Or such other address as SUBGRANTEE may from time to time designate by notice to the COUNTY.

Notice to the COUNTY shall be delivered or mailed to both:

Administrator	Adams County Attorney
Adams County Community Development	4430 South Adams County Parkway
4430 South Adams County Parkway	Suite C5000B
Brighton, CO 80601	Brighton, CO 80601

Or to such other address as the COUNTY may from time to time designate by notice to SUBGRANTEE.

ARTICLE XV Violations and Breaches of Agreement

1. Notwithstanding any provision appearing to the contrary, the COUNTY may withhold payments or disbursements under this Agreement to the SUBGRANTEE where the SUBGRANTEE fails to comply with all applicable provisions found in this Agreement and with all other HUD requirements applicable to this Project.
2. Notwithstanding any provision appearing to the contrary, the SUBGRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by SUBGRANTEE. The COUNTY may withhold payment of compensation to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damage incurred by the COUNTY that would be due from SUBGRANTEE is determined and paid. Such damages may include HUD's disqualification of activities because of SUBGRANTEE's failure to properly administer the same.
3. The COUNTY and HUD reserve a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for COUNTY or Federal government purposes, the copyright in any work developed pursuant to this Agreement or sub-agreements, or which SUBGRANTEE purchases with funds received pursuant to this Agreement.

ARTICLE XVI Compliance with C.R.S. § 8-17.5-101

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

1. The SUBGRANTEE 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.
2. The SUBGRANTEE shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
3. The SUBGRANTEE shall not enter into a contract with a subcontractor that fails to certify to the SUBGRANTEE that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
4. At the time of signing this public contract for services, the SUBGRANTEE 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.
5. The SUBGRANTEE 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.
6. If SUBGRANTEE obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the SUBGRANTEE shall: notify the subcontractor and the COUNTY within three days that the SUBGRANTEE 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 SUBGRANTEE 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.
7. SUBGRANTEE 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).
8. If SUBGRANTEE violates this Section of this Agreement, the COUNTY may terminate this Agreement for breach of contract. If the Agreement is so terminated, the SUBGRANTEE shall be liable for actual and consequential damages to the COUNTY.

SUBGRANTEE’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 SUBGRANTEE hereby certifies that at the time of this certification, SUBGRANTEE does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the SUBGRANTEE 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.

SUBGRANTEE:

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBGRANTEE:

By: _____

Title: _____

Date: _____

STATE OF COLORADO)
) ss.
ADAMS COUNTY)

Subscribed and sworn to before me this ____ day of ____, 2017 by

_____ as _____ of _____

_____, the SUBGRANTEE herein named.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

ADAMS COUNTY

By: _____
Chairman

Date: _____

ATTEST
STAN MARTIN, CLERK AND RECORDER

Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT 1

SCOPE OF SERVICES

1. **Project Description.** The Housing Authority of Adams County (the Subgrantee) will HOME funds (CFDA 14.239) for Tenant Based Rental Assistance to service the low- and very-low income residences in the City of Thornton.
2. **Form of Subsidy.** HOME funds in an amount not to exceed \$63,422.00 will be granted for eligible TBRA for households as outlined in the MOU between Adams 12 Five Star School Mckinney-Vento Program and Adams County Housing Authority dated February 23, 2016.
3. **Project Activities.** The Subgrantee shall commence activities for this Program expeditiously in order to expend all HOME funds in the time provided.

- a. Goals, Objectives, and Community Impact

Goal: The City of Thornton and Adams 12 TBRA program will provide access to affordable housing for 5 income eligible households. Rental assistance will be available to households for a period not to exceed 12 months. Participating households will be required to participate with their Adams 12 Liaison and in-take specialist assigned by ACHA.

Objectives:

1. Households will have the ability to secure stable housing
2. Housing will meet HUD Housing Quality Standards (HQS)
3. Support families with children enrolled at an Adams 12 school to remain at their current school.
4. Households are connected with other community support services as appropriate.

Community Impact:

- Households with children attending and currently enrolled in an Adams 12 school are able to remain enrolled in their current school.
- Families will not be homeless.

4. **Project Requirements.**

- a. The Subgrantee will receive a grant of \$63,422.00 to operate the program for five (5) program eligible families for a period of 12 months.
- b. Eligible costs and terms: Households may receive rent assistance for no more than 12 months per household. Each household assisted will receive a minimum of \$1,000 in assistance (per HUD HOME TBRA guidelines). Any households receiving less than \$1,000 will not be covered by this grant.
- c. Income Eligibility: Applicants will be certified as income eligible prior to signing a contract for the TBRA Program for the household. The annual income for a household must not exceed 60 percent of the Area Medium Income (AMI). Household income will be recertified annually. The Subgrantee must determine

annual income of the households using “Annual Income” as defined under 24 CFR 92.203. The Subgrantee must examine at least two months of source documents evidencing annual income for the household. When determining whether a household is income eligible, the Subgrantee must use one of the following two definitions of annual income.

- i. Annual income as defined at 24 CFR 5.609; or
- ii. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual Federal annual income tax purposes

Additional eligibility requirements include:

- Completion of the “Moving Forward” Certification and scoring matrix provided to potential applicants.
 - Are homeless or “doubled-up” with friends or families
 - Are enrolled in and determined to be eligible for the Adams 12 McKinney-Vento Program
 - Households must be willing and able to live in the city limits of the City of Thornton; have a child/ren enrolled or about to be enrolled in the McKinney-Vento Program from a school with the city limits of the City of Thornton
- d. **Maximum Subsidy:** The maximum amount of monthly rental assistance for any household is the difference between 30 percent of the household’s adjusted monthly income and the Adams/Arapahoe County rent standard. The minimum tenant contribution to rent shall be \$50.
 - e. **Rent Standard:** The payment (rent) standard should represent the rent plus utility cost of moderately priced units that meet HUD HQS in the City of Thornton or Adams County. The payment (rent) standard is established by bedroom size, based either on local market conditions or on the Section 8 Fair Market Rent for Adams County. The Subgrantee must review and approve rent increases by landlords renting to TBRA tenants. Owners may adjust rents as leases are renewed. Rents that are not reasonable, based on rents that changed for comparable, unassisted units, must be rejected.
 - f. **Housing Quality Standards:** The Subgrantee must conduct an initial inspection, as well as an annual re-inspection to ensure that unit still meets Section 8 Housing Quality Standards (HQS) and must verify that the unit is appropriate for the household in order to meet the occupancy standard (CFR Section 982.401. HOME Property Standards and occupancy requirement must be met over the term of the TBRA assistance. HUD’s HOME standards can be found at 24 CFR 92.251, including lead-based paint requirements and all applicable local and state building codes and standards.
 - g. **Tenant Protections:** The lease between a tenant and an owner of rental housing must be for not less than one year, unless by mutual agreement between the tenant and the owner. The lease may not contain any of the prohibited lease terms list in 24 CFR Part 92.253(b). Standards must be established for when a landlord may elect to terminate or refuse to renew the lease of a TBRA household. In addition, all leases must comply with applicable state or local tenant-landlord laws.

- h. **Tenant Selection:** Targeted Assistance and Affirmative Marketing: The Subgrantee must have tenant selection policies and criteria that been approved by the County, based upon local housing needs and priorities established in the County's Consolidated Plan. The tenant selection policies may establish a preference for individuals with special needs or person with disabilities.

Affirmative marketing requirements and procedures apply to the TBRA program. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to available housing without regard to race, color, national origin, sex, religion, familial status, or disability. The Subgrantee should take steps to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program without special outreach. The Subgrantee shall keep records and narrative describing actions taken to affirmatively market the program, as well as records to assess the results of these actions. The county will annually assess the success of these affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

- i. Adams County will provide information to the Subgrantee annually as it becomes available: income limits, rent limits, and utility allowances (as applicable). Any changes of HUD requirements that may affect the management of this project will be provide by the Subgrantee.
- 5. Time of Performance.** The program commenced under the Subgrantee agreement for Tenant Based Rental Assistance Contract dated November 13, 2015. The program shall be completed 12 months following the last lease signed under the TBRA program, with a completion date of **December 31, 2017.**
- 6. Payment Schedule.** HOME Program funds shall be made available to the Subgrantee subject to the terms and conditions of this Agreement, and documentation evidencing the propriety of the proposed us of HOME Program Funds with each draw-down request. HOME Program Funds shall be disbursed to the Subgrantee in the following manner described. Draw Request must include:

- a. Payment Request form showing itemized list of expenditures
- b. Supporting documentation
 - i. Copy of Payment Request Form from the County
 - ii. Rent Reasonableness form for each client's initial payment request
 - iii. Copy of Income/Total Tenant Payment (TTP) Rent portion form-summarizing any changes
 - iv. Check copies showing payment (a copy of a check, bank statement, or cancelled check, cash payments (showing receipts)

After the submission of documentation that the funds have been expended properly for eligible HOME costs, upon the County's review and approval, the County shall issue a reimbursement check within its standard accounts payable procedures within 21 days from the receipt of the complete and accurate reimbursement request or the packet will not be considered complete and payment will be delayed.

7. **Reporting Schedule.** The Subgrantee shall provide the following reports to Adams County Community Development Division: Until final payment, one copy of the Quarterly Narrative Performance Report shall be submitted, as set forth in the main body of this Agreement.
8. **Record-keeping and Monitoring.** Subgrantee shall retain all project files for a period of five years beyond the final close-out of this contract and any amendment within the main body of this Agreement. Files shall be made available to Adams County, the Department of Housing and Urban Development, the office of Fair Housing, or the Office of Inspector General upon requires for monitoring purposes.

At minimum, household files must contain:

1. Household applications for assistance.
2. Income verification form
3. Source documents used to determine income eligibility and income verification calculator print-out.
4. Agreement between the Subgrantee and TBRA participate (including a copy of the agreement)
5. Supporting documentation for goals attained with households.
6. Copy of lease verifying rental contract and stated rental amount, in addition with the Housing Quality Stands (HQS) Inspection forms.
7. "Moving Forward" Certification and scoring matrix

The following forms are also required:

1. Barriers to Housing Inventory
2. Scoring Grid for TBRA
3. Certification from Liaison
4. Contact Information form

Also available on file must be:

1. Agreement between Adams County and Subgrantee.
2. Draw requests and supporting documentation
3. Annual Audits

9. **Contract Monitoring.** Adams County Community Development Division shall monitor this Agreement in accordance with the provisions set forth within the main body of this Agreement.

EXHIBIT 2

PROJECT BUDGET

ACHA's TBRA Budget	
Category	Adams County
Security Deposits	\$4,630.00
Rent Payments	\$56,332.68
Inspections	\$250.00
Application and Assessments	\$2,209.32
Total	\$63,422.00

**CDBG & HOME
PROJECT DEVELOPMENT FORM**

Problem Or Need	Approximately 1047 children in Adams County District 12 schools reported to the district as being homeless, at risk of being homeless, or doubled up.
Method of Needs Identification	City of Thornton and Adams County District 12 Homeless School Liaison worked closely together to identify the need and work towards a solution.
Service Activity or Intervention	City of Thornton developed a TBRA program for families with students in Adams District 12 Schools whom are homeless, at risk of being homeless, or doubled up. To be eligible for the TBRA program the family must: be meet the income requirement of being at or below 60% AMI; have a student enrolled in an Adams County District 12 School and be working the school's Homeless Liaison.
Outcome	Funding will allow for approximately 5 families to be housed for up to 12 months.
Indicator (No. of Adams County residents serviced per dollars requested)	The indicator will be quantified based on the number of families served and the student remaining in an Adams County District 12 School.
Measurement Tool(s)	Adams County Housing Authority will report quarterly as to the number of families served and housed.
Data Source and Collection Procedure	Intake and Assessment done by intake specialist and maintained in Yardi and/or Counselor Max database. Data will also be maintained by Adams County District 12 Homeless Liaison to confirm that students are staying in the same schools.

EXHIBIT 3

SCHEDULE OF COMPLETION

Completion and Milestones	
Tenants have been selected and qualified for program	January 2017
TBRA Payments	Monthly
Program Completion	December 2017 (based on one year from date of last lease)

EXHIBIT 4

INSURANCE

Commercial General Liability Insurance: To include products liability, completed operations, contractual, broad form property damage, and personal injury:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

Comprehensive Automobile Liability Insurance: To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

EXHIBIT 5

OTHER FEDERAL PROGRAM REQUIREMENTS

At all times during the performance of this Contract, the SUBGRANTEE, contractors and any subcontracts shall strictly adhere to all applicable Federal, State and local laws and orders and all applicable standards, regulations, OMB circulars, interpretations or guidelines issued pursuant thereto. All Federal, State and local laws, rules, orders, Executive Orders, OMB Circulars, standards, interpretations, guidelines or other regulations applicable to projects funded with HOME funds shall be deemed incorporated into this Contract. The applicable Federal laws and regulations include, but are not limited to, the following:

- Office of Management & Budget (“OMB”) Circulars A-110, A-122, and A-133 as applicable and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain source documentation for all costs incurred.

- HOME Investment Partnerships Program 24 C.F.R. Subpart H including but not limited to
 - Displacement, Relocation, and Acquisition
 - Fair Housing and Equal Opportunity, and Non-discrimination provisions
 - Accessibility
 - Labor Provisions
 - Davis Bacon
 - Section 3
 - Anti-Kick Back
 - Fair Labor Standards
 - Contract Work Hours and Safety Standards Act of 1962
 - Conflict of Interest Provisions
 - Affirmative Marketing
 - Minority and Women-owned Business Outreach
 - Executive Order 11246 – Discrimination on contracts in excess of \$2,000
 - Executive Order 11063 – Equal Opportunity in sale or rental of federally assisted housing
 - Section 104 d of the Community Development Act of 1974

- Environmental Protection and Assessment Requirements including but not limited to
 - National Environmental Policy Act
 - National Historic Preservation Act
 - The Archaeological and Historical Date Preservation Act of 1974
 - Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - Executive Order 11988, Floodplain Management
 - Executive Order 11990, Protection of Wetlands
 - Executive Order 12898, Environmental Justice in Minority and Low Income Populations
 - Safe Drinking Water Act
 - The Endangered Species Act
 - The Wild and Scenic Rivers
 - The Clean Air Act

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title III, Real Property Acquisition (Pub. L. 91-646 and implementing regulations at 24 CFR Part 42),
- The Lead-Based Paint Poisoning Prevention Act of 1971, (42 USC 4831), The Residential Lead-Based Paint Hazard Reduction Act of 1992

EXHIBIT 6
RESPONSIBILITIES

1. Affordable Rents: To ensure the housing is affordable to low income households, the HOME-assisted units at the Property shall have rents that are the lesser of the Housing Choice Voucher Fair Market Rents (FMR), as periodically established by HUD less the HUD approved tenant utility allowance, or the HUD AMI rents, less the HUD approved tenant utility allowance.
2. Occupancy/Income Limitations: The HOME-assisted units shall be occupied by tenants whose incomes are at or below sixty percent (60%) of the median income for the Denver metro area as determined by HUD.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 21, 2017
SUBJECT: Ready Mixed Filing No. 1 Subdivision
FROM: Jeffery A. Maxwell, P.E., PTOE, Director of Transportation
AGENCY/DEPARTMENT: Transportation
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 resolution granting Final Acceptance of the Public Improvements along 58 th Avenue west of Franklin Street and the release of collateral in the amount of \$104,121.00 to guarantee the Public Improvements constructed at the Ready Mixed Fil. No. 1 Subdivision (Case No. PLT2015-00002, PRC2014-00012).

BACKGROUND:

The Ready Mixed Fil. No. 1 Subdivision is located at the intersection of 58th Avenue and Franklin Street, in unincorporated Adams County, Colorado, as indicated by the attached map, Exhibit A. The Public Improvements have satisfactorily completed the guaranty period. The Adams County Transportation Department has inspected the Public Improvements for Final Acceptance. These improvements are ready for Final Acceptance and are ready to be entered into the County Maintenance Plan. The previously approved collateral as attached to the approved Subdivision Improvements agreement under resolution 2015-107 will need to be released in full or as necessary.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Transportation Department
Adams County Attorney's Office

ATTACHED DOCUMENTS:

Resolution 2015-107
Exhibit A

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 FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED AT THE
READY MIXED FIL. NO. 1 SUBDIVISION CASE NO. PLT2015-00002, PRC2014-00012

WHEREAS, the required public street improvements have been constructed at the READY MIXED FIL. NO. 1 SUBDIVISION (Case No. PLT2015-00002, PRC2014-00012) in accordance with the approved construction drawings; and,

WHEREAS, 58th Ave. west of Franklin Street has been constructed and paved as indicated in the attached resolution no. 2015-107; and,

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

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

WHEREAS, the Adams County Transportation Department recommends Final Acceptance of the public improvements constructed at the READY MIXED FIL. NO. 1 SUBDIVISION; and,

WHEREAS, the Adams County Transportation Department recommends Final Acceptance of the public improvements constructed at the READY MIXED FIL. NO. 1 SUBDIVISION, and releasing the posted collateral as noted in the Irrevocable Standby Letter of Credit No. TFTS-917289.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the READY MIXED FIL. NO. 1 SUBDIVISION, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

BE IT FURTHER RESOLVED, that the Irrevocable Standby Letter of Credit No. TFTS-917289 be released in full.



Exhibit A - East 58th Avenue and Franklin Street



STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 3rd day of March, 2015 there were present:

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

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

RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT (SIA)
BETWEEN READY MIXED AND ADAMS COUNTY FOR SUBDIVISION
IMPROVEMENTS

Resolution 2015-107

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

WHEREAS, Ready Mixed is the owner of certain real property known as the Ready Mixed Subdivision, Case No. PRC2014-00012; and,

WHEREAS, the County and the Developer desire to enter into a Subdivision Improvement Agreement for the improvements at the Ready Mixed Subdivision parcel; and,

WHEREAS, the Developer has provided appropriate collateral; and

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

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

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

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

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

Commissioners

STATE OF COLORADO)
County of Adams)

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


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 3rd day of March, A.D. 2015.

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

Stan Martin:



By:

E-Signed by Erica Hannah 
VERIFY authenticity with e-Sign

Deputy

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and Ready Mixed Concrete Company, hereinafter called "Developer".

WITNESSETH:

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

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

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the public improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof, which improvements will provide significant public safety benefits to the intersection of East 58th Avenue west of the intersection of East 58th Avenue and Franklin Street. All construction plans and engineering reports to be prepared by Developer in connection with the design and construction of the improvements described and detailed on Exhibit "B" shall be approved by the Adams County Transportation Department.

Within three (3) business days after the approval of this Agreement by the County, the Developer shall also furnish to the County the payment provided for in Exhibit "C" attached hereto as necessary to fund the future installation of 514.74 linear feet of sidewalk, curb and gutter by the County on East 58th Avenue west of the intersection of East 58th Avenue and Franklin Street, which area is described in Exhibit "A" as starting on the easterly line of Lot 1, Chaparral Tract S89°55'14"E, 317.99 feet to the westerly line of said Straface Parcel Minor Plat, thence S89°55'14"E, 196.75 feet to the easterly line of said Lot 1 of the Straface parcel) in which the County plans to construct future capital improvements to East 58th Avenue. The payment is being made by Developer to the County in lieu of Developer installing the sidewalk, curb and gutter since the nature of the County's future planned capital improvements to East 58th Avenue would require any improvements Developer were to install as a condition of this Agreement to be demolished, removed and reinstalled upon implementation of the future capital improvements by the County. The County and Developer agree that the in lieu of fee payment provided for in Exhibit "C" will ensure the required sidewalk, curb and gutter is provided by the Developer to the County in the most efficient and least wasteful manner and consistent with the requirements of the County's Development Standards.

2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. All such documents are contingent upon, and subject to modification based on decisions made by the Adams County Board of County Commissioners ("BoCC") and approval of the final plat. Any BoCC decisions or approvals that cause a change to the construction documents shall be the full responsibility of the Developer to properly address, which shall include any required adjustment of the collateral required as a condition of Paragraph 5 of this Agreement. Upon request the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".

4. **Time for Completion.** The improvements shall be completed by no later than September 30, 2015. The County may for good cause, grant extension of time of up to sixty (60) days for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only. The Developer shall be in default of this Agreement if the improvements are not completed in conformance with the "construction completion date" or extension of time for completion granted.
5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee construction of the public improvements described and detailed on Exhibit "B". Said collateral shall be in the amount of One Hundred Four Thousand One Hundred Twenty-one Dollars and No Cents (\$104,121), which includes twenty percent (20%) for administration. Upon approval of the final plat, completion of said improvements constructed according to the terms of this Agreement, and preliminary acceptance by the BoCC, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and twenty percent (20%) of said collateral may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No Building Permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the BoCC and until the final plat has been approved. No Certificate of Occupancy will be issued until the improvements described in Exhibit "B" have been preliminarily accepted.
6. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies after approval of the final plat and upon final acceptance of the improvements. During the period of one year from and after the preliminary acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, shall become necessary. If, within ten (10) days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
7. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

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

Public Improvements:

Public improvements shall include roadway improvements to East 58th Avenue to include the design, engineering and construction of a right-hand turn lane from eastbound East 58th Avenue to southbound Franklin Street in accordance with Construction Plans to be approved by the County. See Exhibit "B" for description, estimated quantities and estimated construction costs.

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

- B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval and recordation of the plat to be known as Ready Mixed Filing No. 1, the following described land for right-of-way shall be conveyed by Developer to County:

A right-of-way measuring of 30 feet wide to be located south of East 58th Avenue along the north portion of a parcel currently known as Parcel No. 1-0182511300040 (Parcel 2, Special Warranty Deed, recorded July 5, 2013 at Reception No. 2013000057825) and a right-of-way measuring 10 feet wide to be located south of East 58th Avenue along the north portion of a parcel currently known as Parcel No. 0182511314010 (Lot 1, Straface Parcel Minor Plat, recorded May 10, 1999 at Reception No. CO0540916) along with agreement to cooperate with the County to provide a temporary construction easement(s) adjacent to the rights-or-way the County may require in the future to facilitate and complete future planned capital improvements to East 58th Avenue.

C. **Temporary construction easements.** Developer agrees to cooperate with County to provide temporary construction easements to facilitate and accommodate County's future planned capital improvements to East 58th Avenue.

Ready Mixed Concrete Company

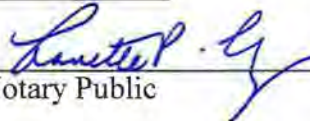
By: 
Terry Peterson, President

The foregoing instrument was acknowledged before me this 5th day of February, 2015, by Terry Peterson, President, Ready Mixed Concrete Company.

Notary Public, State of Georgia
My Commission Expires
October 15, 2017

My commission expires: _____

Address: 1750 Vireny Ave
Cumming GA 30041


Notary Public



APPROVED BY resolution at the meeting of _____, 2015.

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

ATTEST:


Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO


Chairman

APPROVED AS TO FORM
COUNTY ATTORNEY


EXHIBIT A

Legal Description:

LOT 1, READY MIXED FILING NO. 1
LEGAL DISCRIPTION

A PARCEL OF LAND TO BE KNOWN AS LOT 1, READY MIXED FILING NO. 1, LOCATED IN ADAMS COUNTY, COLORADO BEING MORE PARTICALY DESCRIBED AS FOLLOWS:

A PORTION OF LOT 1, STRAFACE PARCEL MINOR PLAT (FILE: 18 MAP: 50, RECEPTION NUMBER C0540916) AND A PORTION OF AN UNSUBDIVIDED PARCEL BEING RECORDED AT RECEPTION NUMBER 2013000057825 BOTH BEING RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDERS OFFICE ALL BEING LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY MOST CORNER OF SAID LOT 1 BEING ON THE WESTERLY RIGHT OF WAY LINE OF NORTH FRANKLIN STREET; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 AND THE WESTERLY RIGHT OF WAY LINE OF NORTH FRANKLIN STREET S00°07'11"E, 374.88 FEET TO THE SOUTHERLY LINE OF SAID LOT 1, STRAFACE PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT ONE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES: 1) THENCE N89°50'40"W, 320.83 FEET; 2) THENCE S34°28'10"W, 50.00 FEET; 3) THENCE 117.71 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 248.00 FEET, A CENTRAL ANGLE OF 27°11'43" AND A CHORD WHICH BEARS N69°07'38"W, 116.61 FEET TO A POINT OF TANGENCY; 4) THENCE N82°43'29"W, 226.08 FEET TO THE WESTERLY LINE OF SAID LOT ONE, STRAFACE PARCEL; THENCE ALONG THE EASTERLY, SOUTHERLY, AND WESTERLY LINES OF SAID UNPLATTED PARCEL THE FOLLOWING SIX (6) CONSECUTIVE COURSES: 1) THENCE S35°31'58"W, 107.22 FEET TO A POINT OF CURVATURE; 2) THENCE 113.69 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 427.16 FEET, A CENTRAL ANGLE OF 15°14'58" AND A CHORD WHICH BEARS S27°54'29"W, 113.35 FEET; 3) THENCE ALONG A NON-TANGENT LINE N89°49'30"W, 293.45 FEET TO THE EASTERLY LINE OF LOT 1, BLOCK 1 GAVITO SUBDIVISION (RECP NO. 985524); 4) THENCE ALONG SAID EASTERLY LINE OF SAID LOT 1, GAVITO SUBDIVISION N28°55'34"E, 460.15 FEET TO THE SOUTHEASTERLY CORNER OF LOT 1, CHAPARRAL TRACT (RECP NO. C039877); 5) THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, CHAPARRAL TRACT N30°06'03"E, 25.13 FEET TO A POINT OF CURVATURE; 6) THENCE CONTINUING ALONG SAID EASTERLY LINE OF LOT 1, CHAPARRAL TRACT 253.59 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1684.17 FEET, A CENTRAL ANGLE OF 08°37'38" AND A CHORD WHICH BEARS N25°47'14"E, 253.35 FEET; THENCE LEAVING SAID EASTERLY LINE OF LOT 1, CHAPARRAL TRACT S89°55'14"E, 317.99 FEET TO THE WESTERLY LINE OF SAID STRAFACE PARCEL MINOR PLAT; THENCE S89°55'14"E, 196.75 FEET TO THE EASTERLY LINE OF SAID LOT 1, STRAFACE PARCEL; THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 1, STRAFACE PARCEL THE FOLLOWING TWO (2) CONSECUTIVE COURSES: 1) THENCE S00°07'11"E, 119.99 FEET; 2) THENCE S89°55'07"E, 230.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 446,979 SQUARE FEET (10.2612 ACRES) MORE OR LESS.

BASIS OF BEARING: THE EAST LINE OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF 6TH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR N00°07'11"W BEING MONUMENTED AT THE NORTHEAST CORNER, SOUTHEAST QUARTER, SOUTHWEST QUARTER OF SAID SECTION 11 BEING A 3.25 INCH ALUMINUM CAP PLS 7276 IN A RANGE BOX AND BY THE SOUTH QUARTER CORNER OF SAID SECTION 11 BEING A 3 INCH ALUMINUM CAP NO MARKS.

PREPARED BY
WAYNE W. HARRIS, PE, PLS
BY AND FOR AND BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
(303)431-6100
DECEMBER 18, 2014

EXHIBIT B

Public Improvements: Engineering and Construction of Right-hand Turn Lane from Eastbound East 58th Avenue to Southbound Franklin Street Within Right-of-Way required as a condition of Paragraph 1

Location: Intersection of East 58th Avenue and Franklin Street, Adams County, Colorado

Item No.	Item Description	Units	Est. Quantity	Est. Unit Price	Est. Item Cost
1	Erosion Control	LS	1	\$ 2,500.00	\$ 2,500.00
2	Curb and Gutter	LF	100	\$ 19.00	\$ 1,900.00
3	7" Full Depth Asphalt	SF	5100	\$ 3.50	\$ 17,850.00
4	Paint	Gal	3	\$ 100.00	\$ 300.00
5	Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00
6	Sawcut	LF	950	\$ 2.00	\$ 1,900.00
7	Earthwork*	LS	1	\$ 15,000.00	\$ 15,000.00
8	New Inlet	EA	1	\$ 5,000.00	\$ 5,000.00
9	New Manhole	EA	1	\$ 6,000.00	\$ 6,000.00
10	18" RCP Pipe	LS	1	\$ 2,000.00	\$ 2,000.00
Total					\$ 75,450.00
15% Contingency					\$ 11,317.50
Total with Contingency					\$ 86,767.50

*Earthwork quantities noted are estimates prepared by the engineer.

Construction Completion Date: September 30, 2015

Initials or signature of Developer:

 2/5/2015

As President of Ready Mixed Concrete Company

EXHIBIT C

Public Improvements: In lieu of fee payment for sidewalk, curb and gutter required as a condition of Paragraph 1.

Location: East 58th Avenue, Adams County, Colorado

Item No.	Item Description	Units	Est. Quantity	Est. Unit Price	Est. Item Cost
1	5.5' 6" Concrete Walk & Type II C&G	LF	514.74	\$ 36.06	\$ 18,561.52
Total					\$ 18,561.62

Construction Completion Date: Not applicable; to be coordinated in future Adams County Capital Improvements Project for East 58th Avenue.

Initials or signature of Developer:  2/5/2015

AS PRESIDENT OF READY MIXED
CONCRETE COMPANY

JPMorgan Chase Bank, N.A.
Global Trade Services
121 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506

FEB 5, 2015
OUR L/C NO.: TFTS-917289

IRREVOCABLE STANDBY LETTER OF CREDIT NO. TFTS-917289

ISSUING BANK:

JPMORGAN CHASE BANK, N.A.
C/O JPMORGAN TREASURY SERVICES
10420 HIGHLAND MANOR DR., 4TH FLOOR
TAMPA, FLORIDA 33610

BENEFICIARY:

ADAMS COUNTY, STATE OF COLORADO
4430 SOUTH ADAMS COUNTY PARKWAY
1ST FLOOR, SUITE W2000A
BRIGHTON, CO 80601

APPLICANT:

READY MIXED CONCRETE COMPANY
200 MANSELL COURT EAST
SUITE 310
ROSWELL, GA 30076

DATE OF ISSUANCE: FEBRUARY 5, 2015

AMOUNT: USD104,121.00

INITIAL EXPIRY DATE: MARCH 1, 2016

WE HEREBY ISSUE AND ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT, THE AMOUNT OF WHICH IS AVAILABLE BY BENEFICIARY'S DRAFT OR DRAFTS DRAWN UPON US WHICH SHALL BE PAID AT SIGHT, WHEN ACCOMPANIED BY THE FOLLOWING DOCUMENT:

A WRITTEN STATEMENT OF THE DIRECTOR ('THE DIRECTOR') OF THE TRANSPORTATION DEPARTMENT OF ADAMS COUNTY, STATE OF COLORADO ('THE DEPARTMENT') CERTIFYING THAT HE IS A DULY AUTHORIZED OFFICIAL ACTING ON BEHALF OF THE DEPARTMENT AND THAT THE AMOUNT OF THE ACCOMPANYING SIGHT DRAFT IS DUE AND PAYABLE TO ADAMS COUNTY, STATE OF COLORADO PURSUANT TO APPLICABLE PROVISIONS OF THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS AND THE SUBDIVISION IMPROVEMENTS AGREEMENT BY AND BETWEEN ADAMS COUNTY, STATE OF COLORADO AND READY MIXED CONCRETE COMPANY FOR

JPMorgan Chase Bank, N.A.
Global Trade Services
151 South Dearborn, 5th Floor
Mail Code: IL 1-0236
Chicago, IL 60603-5506

FEB 5, 2015
OUR L/C NO.: TFTS-917289

PUBLIC IMPROVEMENTS AND THAT READY MIXED CONCRETE COMPANY, OR ITS SUCCESSOR HAS NEGLECTED, FAILED, OR REFUSED TO PAY SUCH AMOUNT ALTHOUGH REQUESTED TO DO SO BY THE DIRECTOR AS SPECIFIED IN THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS AND THE SUBDIVISION IMPROVEMENTS AGREEMENT.

EACH SIGHT DRAFT SO DRAWN AND PRESENTED SHALL BE HONORED BY US IF PRESENTED PRIOR TO THE CLOSE OF BUSINESS ON THE EXPIRATION DATE OF THIS LETTER OF CREDIT. JPMORGAN CHASE BANK, N.A., WILL MAKE A PAYMENT BY WIRE TRANSFER TO THE BENEFICIARY.

WE WILL TERMINATE THIS IRREVOCABLE LETTER OF CREDIT, AND IT WILL HAVE NO FURTHER FORCE OR EFFECT OR BENEFIT TO THE BENEFICIARY UPON OUR RECEIPT OF A DOCUMENT FROM THE BENEFICIARY STATING THE FOLLOWING:

' 'THE PUBLIC IMPROVEMENTS CONSTRUCTED BY READY MIXED CONCRETE COMPANY ACCORDING TO THE APPLICABLE TERMS OF THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS AND THE SUBDIVISION IMPROVEMENTS AGREEMENT BY AND BETWEEN ADAMS COUNTY, STATE OF COLORADO AND READY MIXED CONCRETE COMPANY HAVE BEEN COMPLETED BY READY MIXED CONCRETE COMPANY AND PRELIMINARILY ACCEPTED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS AND READY MIXED CONCRETE COMPANY HAS SECURED A REPLACEMENT IRREVOCABLE LETTER OF CREDIT FOR THE BENEFIT OF ADAMS COUNTY, STATE OF COLORADO EQUIVALENT TO TWENTY PERCENT (20%) OF THE COST OF CONSTRUCTING SAID PUBLIC IMPROVEMENTS TO GUARANTEE MAINTENANCE OF THE PUBLIC IMPROVEMENTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF COMPLETION OF THE PUBLIC IMPROVEMENTS. ' '

THIS CREDIT REFERS TO READY MIXED CONCRETE COMPANY'S APPLICATION FOR A MINOR SUBDIVISION CERTAIN REAL PROPERTY LOCATED AT 5775 FRANKLIN STREET, DENVER, COLORADO 80216 AND COMPLIANCE WITH THE TERMS AND CONDITIONS OF A SUBDIVISION IMPROVEMENTS AGREEMENT ENTERED BY ADAMS COUNTY, STATE OF COLORADO AND READY MIXED CONCRETE COMPANY.

IT IS CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR SUCCESSIVE ADDITIONAL PERIODS OF ONE YEAR EACH, FROM THE INITIAL AND EACH FUTURE EXPIRATION DATE UNLESS JPMORGAN CHASE BANK, N.A., C/O JPMORGAN

JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL-0236
Chicago, IL 60603-5506

FEB 5, 2015
OUR L/C NO.: TFTS-917289

TREASURY SERVICES, 10420 HIGHLAND MANOR DR., 4TH FLOOR, TAMPA, FLORIDA 33610 ('THE BANK') SHALL SEND NOTICE TO THE DIRECTOR AT LEAST NINETY (90) DAYS PRIOR TO AN EXPIRATION DATE IN WRITING BY CERTIFIED MAIL, AT THE ABOVE ADDRESS, THAT THE BANK ELECTS NOT TO EXTEND THE LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD. IN SUCH EVENT, IN ADDITION TO HIS POWER TO DRAW HEREON UNDER THE PRECEDING PARAGRAPHS, THE DIRECTOR MAY DRAW THE FULL OR ANY LESSER AMOUNT HEREOF AT ANY TIME PRIOR TO SUCH EXPIRATION DATE BY SIGHT DRAFT, OR DRAFTS, ACCOMPANIED BY THE WRITTEN STATEMENT OF THE DIRECTOR CERTIFYING THAT THE AMOUNT DRAWN WILL BE HELD AS A CASH DEPOSIT IN LIEU OF FINANCIAL WARRANTY, AS PROVIDED IN APPLICABLE PROVISIONS OF THE DEVELOPMENT STANDARDS AND REGULATIONS OF ADAMS COUNTY.

THE ORIGINAL SIGNED LETTER OF CREDIT AND ANY AMENDMENTS WILL BE PRESENTED TO THE BANK BY THE BENEFICIARY ALONG WITH ANY DRAFT PRESENTED PURSUANT TO THIS LETTER OF CREDIT, AND WILL BE SURRENDERED TO THE BANK WITH ANY DRAFT WHICH DRAWS THE FULL AMOUNT, OR THE BALANCE REMAINING AVAILABLE, UNDER THIS LETTER OF CREDIT. DELIVERY OF THE ORIGINAL LETTER OF CREDIT, SIGHT DRAFT(S) AND ALL OTHER DOCUMENTS REQUIRED AS A CONDITION PRECEDENT FOR PAYMENT, MAY BE MADE BY OVERNIGHT COURIER TO THE BANK. EACH PAYMENT ON A DRAFT SHALL REDUCE THE AGGREGATE ABOVE WRITTEN AMOUNT BY THE AMOUNT DRAWN.

IF ANY EXPIRATION DATE SPECIFIED HEREIN SHALL FALL UPON A DAY OTHER THAN A REGULAR BUSINESS DAY OF THE BANK, THE EXPIRATION DATE SHALL IP SO FACTO BE EXTENDED TO THE CLOSE OF BUSINESS ON THE NEXT SUCCESSIVE BUSINESS DAY OF THE BANK.

AS USED IN THIS LETTER OF CREDIT, 'BUSINESS DAY' SHALL MEAN ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKING INSTITUTIONS IN THE STATE OF NEW YORK ARE AUTHORIZED OR REQUIRED BY LAW TO CLOSE, AND A DAY ON WHICH PAYMENTS MAY BE EFFECTED ON THE FEDWIRE SYSTEM.

ALL CORRESPONDENCE AND ANY DRAWINGS PRESENTED IN CONNECTION WITH THIS LETTER OF CREDIT MUST ONLY BE PRESENTED TO US AT JPMORGAN CHASE BANK, N.A., C/O JPMORGAN TREASURY SERVICES, 10420 HIGHLAND MANOR DRIVE, 4TH FLOOR, TAMPA, FLORIDA 33610, ATTENTION: STANDBY LETTER OF CREDIT DEPARTMENT. CUSTOMER INQUIRY NUMBER IS 800-634-1969 CHOOSE OPTION 1.

JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: ILJ-0236
Chicago, IL 60605-5506

FEB 5, 2015
OUR L/C NO.: TFTS-917289

CUSTOMER INQUIRY E-MAIL ADDRESS IS: GTS.CLIENT.SERVICES@JPMCHASE.COM

THE NUMBER AND THE DATE OF OUR CREDIT AND THE NAME OF OUR BANK MUST BE QUOTED ON ALL DRAFTS REQUIRED.

THIS LETTER OF CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE - PUBLICATION NO. 600 ('UCP600') AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITH RESPECT TO SUBJECT MATTERS NOT ADDRESSED BY THE UCP600. IN THE EVENT OF AN ACTION BETWEEN THE BENEFICIARY AND THE BANK REGARDING THIS LETTER OF CREDIT, THE BANK SUBMITS TO THE JURISDICTION AND VENUE OF THE DENVER DISTRICT COURT, STATE OF COLORADO. THE BANK AGREES TO ACCEPT SERVICE OF PROCESS IN ANY SUCH ACTION, IF SERVICE IS MADE BY REGISTERED OR CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR COURIER SERVICE, POSTAGE OR DELIVERY FEE PREPAID, TO THE ADDRESS OF THE BANK SET FORTH ABOVE.



AUTHORIZED SIGNATURE



Transaction Date: 05 Feb 2015

Tracking Number:

1ZW05R460191458271

1 Address Information

Ship To:
 ADAMS COUNTY, STATE OF
 COLORADO
 ATTN: CHRISTOPHER C. LARUE
 ADAMS COUNTY PLANNING &
 DEVL P DEPT
 4430 SOUTH ADAMS COUNTY
 PARKWAY
 1ST FLOOR, SUITE W2000A
 BRIGHTON CO 80601

Ship From:
 JPMORGAN CHASE #15800
 Arelis Rivera
 10420 HIGHLAND MANOR DR
 TAMPA FL 33610
 Telephone: 813-432-5299

Return Address:
 JPMORGAN CHASE #15800
 Arelis Rivera
 10420 HIGHLAND MANOR DR
 TAMPA FL 33610
 Telephone: 813-432-5299

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter (Letter billable)	UPS Letter		Reference # 1 - TFTS-917289

3 UPS Shipping Service and Shipping Options

Service: UPS Next Day Air
Guaranteed By: 12:00 PM Friday, Feb 6 2015

Additional Shipping Options

Quantum View Notify E-mail Notifications:

1 arelis.rivera@jpmchase.com: Exception, Delivery
 E-mail Failure Notification: james.alonzo@jpmchase.com

4 Payment Information

Bill Shipping Charges to: Shipper's Account W05R46

You are not authorized to view rates information. All Shipping Charges in USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



P.O. BOX 2290
DENVER, COLORADO 80201
303-292-1771

CITYWIDE BANK
303-365-3600

82-107
1070

78476

PAY

EIGHTEEN THOUSAND FIVE HUNDRED SIXTY ONE AND .62/100-- **DATE** February 9, 2015 **AMOUNT** \$18,561.62

TO THE
ORDER
OF

ADAMS COUNTY

SECOND SIGNATURE REQUIRED IF OVER \$10,000

[Handwritten Signature]

[Handwritten Signature]

AUTHORIZED SIGNATURE *MP*

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈078476⑈ ⑆107001070⑆ 09 0530 9⑈

READY MIXED CONCRETE COMPANY

78476

Check Date: February 9, 2015

Payable To: Adams County
Check Number 78476

Description: SIA, Exhibit C, In Lieu of Fee Payment

Dollar Amount 18,561.62



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 21, 2017
SUBJECT: Board and Commissions Appointments
FROM: Todd Leopold, County Manager's Office
AGENCY/DEPARTMENT: County Manager's Office
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:

The Commissioners have discussed the following appointment to the Boards and Commissions.

Susan Frew – Workforce Development Board

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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 APPOINTING SUSAN FREW AS A MEMBER OF THE WORKFORCE
DEVELOPMENT BOARD**

WHEREAS, a vacancy currently exists for a regular member of the Workforce Development Board; and,

WHEREAS, Susan Frew has expressed an interest in serving on the Workforce Development Board; and,

WHEREAS, the Board of County Commissioners have reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Susan Frew to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Susan Frew shall be appointed as a member of the Workforce Development Board.

Term Expires:

Susan Frew

January 30, 2020



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 21, 2017
SUBJECT: Broomfield IGA for Coroner Services
FROM: Monica Broncucia-Jordan
AGENCY/DEPARTMENT: Coroner
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 approve the attached Intergovernmental Agreement with the City and County of Broomfield for Coroner Services

BACKGROUND:

The Office of the Coroner for Adams County has provided coroner services to the City and County of Broomfield since 2001. The Adams County Coroner and the Council for the City and County of Broomfield wish to continue this agreement for 2017. This agreement generates revenue for Adams County and provides the City and County of Broomfield with a vital public service. Additionally, with the two counties comprising the 17th Judicial District, the IGA assists in keeping criminal and civil cases, for both counties, within the same coroner service area.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
IGA

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: 2031

	Object Account	Subledger	Amount
Current Budgeted Revenue:	6155		\$337,750.00
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>337,750.00</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:

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT
BETWEEN ADAMS COUNTY AND THE CITY AND COUNTY OF
BROOMFIELD FOR CORONER SERVICES**

WHEREAS, Adams County and the City and County of Broomfield are authorized pursuant to C.R.S. § 29-1-203 to cooperate with each other to provide any lawfully authorized function or service; and,

WHEREAS, the City and County of Broomfield is required to provide coroner duties in accordance with C.R.S. § 30-10-601 *et seq.*; and,

WHEREAS, the City and County of Broomfield has obtained coroner services from Adams County since 2001 and wishes to obtain such coroner services from the Adams County Coroner's Office during the 2017 calendar year; and,

WHEREAS, Adams County and the City and County of Broomfield have negotiated the attached intergovernmental agreement whereby the Adams County Coroner's Office will provide the City and County of Broomfield with coroner services from January 1, 2017, through December 31, 2017, for a maximum reimbursable sum of Three Hundred Thirty-Seven Thousand, Seven Hundred Fifty Dollars (\$337,750.00).

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Intergovernmental Agreement for Coroner Services with the City and County of Broomfield, a copy of which is attached hereto, be and hereby is approved.

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

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND
THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY
FOR CORONER SERVICES

1.0 PARTIES. The parties to this Agreement are the City and County of Broomfield, a Colorado municipal corporation and county, (Broomfield) and the Board of County Commissioners of Adams County, on behalf of the Adams County Coroner, the County of Adams, a body corporate and politic of the State of Colorado, (Adams County Coroner), collectively, the “Parties,” or individually, a “Party.”

2.0 RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 WHEREAS, the parties are authorized pursuant to Colorado Revised Statute Section 29-1-203 to cooperate or contract with each other to provide any function or service lawfully authorized to each; and

2.2 WHEREAS, the Adams County Coroner is responsible for carrying out the duties set forth in Colorado Revised Statute Section 30-10-601, et seq., within the jurisdiction of Adams County; and

2.3 WHEREAS, the City and County of Broomfield is responsible for providing coroner services; and

2.4 WHEREAS, the City and County of Broomfield has contracted with the Adams County Coroner’s Office for coroner services since 2001, and the City and County of Broomfield desires to continue to receive coroner services from the Adams County Coroner’s Office; and

2.5 WHEREAS, the Adams County Coroner’s Office is equipped and able to provide such services; and

2.6 WHEREAS, the Adam's County Coroner's Office requires legal services and the Broomfield City and County Attorney's Office is able to provide such services.

2.7 NOW THEREFORE, both parties shall enter into a contractual agreement for the period January 1, 2017 through December 31, 2017 for the following described services.

3.0 In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1 GENERAL CORONER SERVICES

3.1.1 Upon receipt of an incident report, the Adams County Coroner shall immediately notify the district attorney in cases of unexplained or suspicious death, proceed to view the body, and make all proper inquiries respecting the cause and manner of death of any person within the jurisdictional boundaries of the City and County of Broomfield.

3.1.2 It shall be the duty of the City and County of Broomfield law enforcement agencies to call the Adams County Coroner as soon as practicable to make notification of the death. Coroner's Office investigators will respond to service calls within sixty minutes, absent exigent circumstances. Response of the pathologist to any death scene shall be the decision of the Adams County Coroner or her designee.

3.1.3 The Adams County Coroner will be responsible for notification of next of kin, or in the alternative, the Adams County Coroner will arrange for notification to be performed by the Broomfield Police Department. The Adams County Coroner requires that in-person contact with next of kin be made whenever possible.

3.1.4 The Adams County Coroner will perform autopsies, x-rays, and toxicology testing (within reason by industry standards) at no additional cost. Payment for testing that is not standard testing, and requested by law enforcement, will be negotiated on a case-by-case basis. Body transporting, refrigerated storage and/or freezing capabilities are on-site and are provided by the Adams County Coroner.

3.1.5 The Adams County Coroner shall maintain a file of all deaths within Broomfield reported pursuant to this Agreement.

3.2 AUTOPSIES AND TOXICOLOGY REPORTS

3.2.1 The Adams County Coroner will perform autopsies as required by law to determine the cause and manner of death, and will make the final determination as to the need for autopsy in cases of natural death. In cases of questionable death, the Adams County Coroner, in conjunction with the district attorney, will make the final determination concerning the need for autopsy. Absent exigent circumstances, autopsy reports will be available within forty-five (45) to sixty (60) days after the procedure is completed.

3.2.2 Autopsies and related procedures will be performed at the Adams County Coroner's Office as soon as practicable, absent unforeseen or uncontrollable circumstances.

3.2.3 Toxicological reports will be provided to the City and County of Broomfield with the autopsy reports, or as soon as available.

3.2.4 It is not mandatory that law enforcement agencies attend autopsies. The Adams County Coroner will give sufficient notice to involved Broomfield law enforcement personnel of the time and place the autopsy is to be performed. It is up to the agency to decide if it will send representatives to the procedure. It is the responsibility of the agency to arrange for its timely attendance at autopsy procedures, if it elects to attend such procedures.

3.3 MULTI-CASUALTY DISASTER RESPONSE

The Adams County Coroner will provide disaster response as outlined in the Broomfield All Hazard Emergency Operations Plan—Mass Casualty Index. In the event a disaster response is required, the Adams County Coroner will provide service to local law enforcement in accordance with the Emergency Operations Plan, and disseminate any casualty related information to the press.

Local law enforcement will be responsible for scene and perimeter security and control of entry until the scene is released by the Coroner. The movement of, or removal from any disaster scene of decedents, remains of any decedents or personal effects, shall be at the express direction or with the informed consent of the Adams County Coroner, with the exception of any movement or removal which must be accomplished in a rescue procedure connected with potential or actual survivors.

3.4 RESPONSIBILITIES OF THE CITY AND COUNTY OF BROOMFIELD

3.4.1 The City and County of Broomfield shall be responsible for notifying the Adams County Coroner of the occurrence of a death in a timely manner, in those situations where the law enforcement agency of Broomfield is involved. This notification shall be done as soon as possible, to allow the Adams County Coroner to perform its statutory duties expeditiously.

3.4.2 The City and County of Broomfield shall provide the Adams County Coroner with up to date maps of its jurisdiction, to facilitate response to locations within the City and County of Broomfield.

3.4.3 The City and County of Broomfield shall provide a method of vehicle communication between the Adams County Coroner and the City and County of Broomfield, should at any time, the City and County of Broomfield radio communication capability not be compatible with technology employed by the Adams County Coroner.

3.4.4 The City and County of Broomfield shall provide investigative reports of death scene investigations performed by the City and County of Broomfield law enforcement agencies, when the Adams County Coroner requests such reports.

3.4.5 Upon written request or court order, the Adams County Coroner will release investigative reports, photographs, records, and other documentation to the City and County of Broomfield, unless otherwise prohibited by law.

3.4.6 The City and County of Broomfield law enforcement agencies or authorized victim advocate groups shall assist, when necessary, to provide notification of next of kin services.

3.5 COSTS FOR CORONER SERVICES

3.5.1 *Aggregate Limit.* Unless services are required in excess of those described in paragraph (3.5.2) of this section, the amount paid by The City and County of Broomfield to the Adams County Coroner for services furnished under sections 3.1, 3.2 and 3.3 this Agreement will not exceed the maximum reimbursable rate of Three Hundred and Thirty-Seven Thousand Seven Hundred Fifty Dollars (\$337,750). The Adams County Coroner agrees to complete the services as described in this Agreement for said amount.

3.5.2 The Aggregate Limit as described in paragraph (3.5.1) of this section is based on an anticipated annual number of up to Three Hundred and Ten (310) deaths, and up to Forty-five (45) autopsies. Said limit shall also include the reimbursement to the Adams County Coroner for the costs of transportation.

3.5.3 *Required Excess Services.* Actual numbers of deaths or autopsies, which exceed the annual projections as described in paragraph (3.5.2) of this section, shall be considered a required excess service in excess of the Aggregate Limit and shall be reimbursable to the Adams County Coroner according to the following amounts: Deaths shall be reimbursed at Eight Hundred Fifty Dollars (\$850.00) per occurrence; and Autopsies shall be reimbursed at One Thousand Six Hundred and Fifty Dollars (\$1650.00) per occurrence. The City and County of Broomfield shall receive a credit for any anticipated annual services within the Aggregate Limit which are not used during the term of this Agreement.

3.5.4 *Emergency Services.* Services provided under this Agreement as a result of a City and County of Broomfield declared emergency shall be billed in addition to the Aggregate Limit as described in paragraph (3.5.1) of this section. Said costs shall be considered a required service and shall be reimbursable to the Adams County Coroner at the rates described in paragraph (3.5.2) of this section. In addition, the City and County of Broomfield shall reimburse the Adams County Coroner for any additional specialized services incurred as a result of a declared emergency. Emergency services shall be considered independent from the annual projected services under the Aggregate Limit.

3.5.5 *Billing.* The Adams County Coroner will submit monthly invoices in an approved format provided by the City and County of Broomfield.

4.0 LEGAL SERVICES.

4.1 Legal Services. The Broomfield City and County Attorney's Office (hereinafter referred to as "Attorney") shall provide general legal advice to the Adams County Coroner. Such general legal advice does not include the obligation to become counsel of record in litigation of any type or in any court. It is understood that the client, for purposes of this legal representation is the Adams County Coroner's Office, and not any of its individual officers, directors, employees, or partners, unless expressly stated in this Agreement.

4.2 Fees and Billing for Legal Services. The Adams County Coroner shall pay the Attorney an hourly rate for legal services of \$150 for the services of the Attorney as described in section 4.1 above. Attorney shall bill the Adams County Coroner on a monthly basis for the months in which services are performed. The Adams County Coroner shall pay said bills within 45 days of the date the bill is received.

4.3 Document Retention. The Adams County Coroner acknowledges that the documents created or compiled for work on the legal services pursuant to this section 4.0, including notes, correspondence, research, and documents that Attorney prepares will be kept as required by applicable law.

4.4 Indemnification. Adams County and the Adams County Coroner hereby agree to indemnify and hold harmless the City and County of Broomfield and the Attorney and its officers and employees from and against all liability claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss, or damage which arise out of or are in any manner connected with the legal services provided under section 4.0 of this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the acts, errors, or omissions of the City and County of Broomfield, the Attorney, or their officers and employees.

4.5 Insurance. The Adams County Coroner shall name the City and County of Broomfield, the Broomfield City and County Attorney, and their officers, and employees as additional insured under Adams County's general liability and professional liability/errors and omissions policies and such coverage shall be primary over any other coverage available to City and County of Broomfield, the Broomfield City and County Attorney, and its officers and employees for all claims made as a result of the services provided by the Attorney under this Agreement.

5.0 NOTICES.

All notices required under this Agreement shall be given to the following:

For the Adams County Coroner:

Monica Broncucia-Jordan
Adams County Coroner's Office
330 North 19th Avenue
Brighton, CO 80601

For the City and County of Broomfield:

Debra Oldenettel, Director
Health and Human Services Department
The City and County of Broomfield
6 Garden Center
Broomfield, CO 80020

And

William A. Tuthill III, City & County Attorney
City & County Attorney's Office
City & County Building
One DesCombes Drive
Broomfield, CO 80020

6.0 ASSIGNMENT. This Agreement shall not be assigned by a Party without the prior written consent of the other Party.

7.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have sufficiently given for all purposes if personally served or if 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 Party or Parties. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

8.0 EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

9.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

10.0 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 Agreement

11.0 ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

12.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

13.0 DEFAULT. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered, or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, the non-defaulting Party shall have the right to an action for specific performance or damages or both.

14.0 WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

15.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. The Parties hereto understand and agree that the City and County of Broomfield, the Adams County Coroner and Adams County and their respective officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time-to-time amended or otherwise available to parties, their officers, or their employees.

16.0 BINDING AFFECT. This Agreement shall inure to the benefit and be binding upon the Parties and their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

17.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

18.0 NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

19.0 FINANCIAL OBLIGATIONS OF THE PARTIES. All financial obligations of the Parties under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge a Party's credit or faith, directly or indirectly, to the Part(y)(ies).

20.0 RECORDING. This Agreement may be recorded by either Party with the Broomfield Clerk and Recorder.

21.0 NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

22.0 SEVERABILITY. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

23.0 EXECUTION REQUIRED. This Agreement shall not be binding upon any Party hereto unless and until all of the Parties have executed this Agreement.

24.0 TERM. This Agreement shall become effective January 1, 2017 through December 31, 2017 and may be extended for additional year intervals and adjusted appropriately for increases in required services or expenses, as agreed by both Parties in writing.

25.0 MINOR CHANGES. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement have been authorized to make and may have made minor changes in the Agreement and attached exhibits, if any, as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of this Agreement shall constitute the approval of such changes by the respective Parties.

26.0 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

27.0 TERMINATION. Either Party may terminate the provisions of this Agreement for Coroner Services upon one hundred twenty (120) days prior written notice. Either Party may terminate the provisions of this Agreement for Legal Services upon written notice.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names on the dates set forth below.

CITY AND COUNTY OF BROOMFIELD,
A Colorado municipal corporation and county

Randal E. Ahrens, Mayor
One DesCombes Drive
Broomfield, Colorado 80020

Date

ATTEST:

City & County Clerk

APPROVED AS TO FORM:

Broomfield City & County Attorney

BOARD OF COUNTY COMMISSIONERS OF
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:

Deputy Clerk to the Board

APPROVED AS TO FORM

Adams County Attorney

CORONER
ADAMS COUNTY, COLORADO

Monica Broncucia-Jordan, Coroner

Date



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 21, 2017
SUBJECT: Resolution Regarding Defense and Indemnification of Antonio Maez and Andrew Roth as Defendants 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 Antonio Maez and Andrew Roth as Defendants 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: Antonio Maez and Andrew Roth

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 ANTONIO MAEZ AND ANDREW ROTH AS DEFENDANTS 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, Antonio Maez and Andrew Roth have been sued in the matter of Curtis Gregory v. Antonio Maez and Andrew Roth in the U.S. District Court, Case Number 17-cv-00225; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

WHEREAS, initial investigation has revealed to the satisfaction of the Board of County Commissioners and the determination has been made that the Defendants appear to have acted within the course and scope of their employment and their 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 Defendants 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 Defendants; and,

WHEREAS, in exchange for such defense, the Defendants are 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 Defendants acknowledge that Adams County may settle on behalf of the Defendants 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 Antonio Maez and Andrew Roth 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 Defendants in the matter of Curtis Gregory v. Antonio Maez and Andrew Roth.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 21, 2017
SUBJECT: North Metro Community Services, Inc.
FROM: Todd Leopold, County Manager Bryan Ostler, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Finance Department and Budget Department
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 agreement with North Metro Community Services, Inc., to provide services and support for Adams County residents with developmental disabilities.

BACKGROUND:

Colorado counties are authorized to levy up to one mill to purchase services and support for the benefit of their residents with developmental disabilities, pursuant to C.R.S. § 25.5-10-206(6). Adams County annually levies 0.257 mills for developmentally disabled services and deposits the funds in the County's Developmentally Disabled Fund.

For 2017, the 0.257 mill levy will generate \$1,372,337 that is available for developmentally disabled services. Of that amount, the County budgeted \$1,120,937 from the developmentally disabled mill levy to be utilized for the benefit of persons with developmental disabilities who reside in Adams County. The majority of these funds are allocated to North Metro Community Services without a competitive process because they are our Community Centered Board organization.

The State of Colorado maintains a list of Community Centered Boards that are designated in statute as the single entry point for long-term service and support systems for developmentally disabled persons. North Metro Community Services, Inc., a private, non-profit corporation

offering these services has been designated as the Community Centered Board by the Colorado Department of Human Services (“CDHS”), pursuant to C.R.S. § 27-10.5-105 for Adams County.

Because North Metro Community Services is the County’s Community Centered Board, the County annually enters into a contract with them for services and programs for the developmentally disabled persons in our community.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Finance Department
Budget 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: 20- Developmentally Disabled
Cost Center: 4031

	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:	8810		\$1,120,937
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 CONTRACT BETWEEN ADAMS COUNTY AND
NORTH METRO COMMUNITY SERVICES, INC., FOR SERVICES FOR PERSONS
WITH DEVELOPMENTAL DISABILITIES.**

WHEREAS, the County is authorized to levy up to one mill to purchase services and support for the benefit of its residents with developmental disabilities, pursuant to C.R.S. § 25.5-10-206(6); and,

WHEREAS, for Fiscal Year 2017, the County has allocated \$1,120,937 in revenue from said mill levy to be utilized for the benefit of persons with developmental disabilities who reside in Adams County; and,

WHEREAS, the Contractor is a private, non-profit corporation offering service programs to persons with developmental disabilities, and North Metro Community Services, Inc., has been designated as a community-centered board by the Colorado Department of Human Services (“CDHS”), pursuant to C.R.S. § 27-10.5-105.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2017 contract between Adams County and North Metro Community Services, Inc., for services for persons with developmental disabilities be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 21, 2017
SUBJECT: Halogen Software, Inc., Employee Training Data
FROM: Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Training and Development Division of the County Manager'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 approves Addendum Two with Halogen Software, Inc., to obtain employee training data for the Training and Development Division

BACKGROUND:

One of the core goals of the Training and Development Division is to accurately track and manage the success of the employee training program. In order to do this, it is necessary to obtain data such as the number of classes offered, employee attendance and class ratings for each course. Additionally, in order to create an easily viewable catalog for employees to utilize, there needs to be data available on all classes offered, including their dates and times and the course descriptions.

The Performance Management Software System from Halogen Software, Inc., in its current format, cannot provide any of the above mentioned data without having to perform tedious manual extraction from several different data sources, which is cumbersome and inefficient. In order to overcome this limited reporting, Halogen Software, Inc., will customize a monthly report that will provide the necessary data to track employee training and educational courses.

The Training and Development Division staff is recommending that Addendum Two be approved with Halogen Software, Inc., at the fair and reasonable not to exceed amount of \$1,750.00, bringing the total contract value to \$242,339.08.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Training and Development Division of the County Manager'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: 00001
Cost Center: 1015

	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:	7562		\$124,950
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>\$124,950</u></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 ADDENDUM TWO TO AGREEMENT BETWEEN ADAMS
COUNTY AND HALOGEN SOFTWARE, INC., TO CREATE A REPORT TO CAPTURE
EMPLOYEE TRAINING DATA FOR THE
TRAINING AND DEVELOPMENT DIVISION

WHEREAS, the Board of County Commissioners approved an agreement for a performance management software system with Halogen Software, Inc., in 2014; and,

WHEREAS, Halogen Software, Inc., will create a report to capture employee training data for the Training and Development Division; and,

WHEREAS, Halogen Software, Inc., agrees to create a report to capture employee training data in the not to exceed amount of \$1,750.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Addendum Two to the Agreement between Adams County and Halogen Software, Inc., be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 21, 2017
SUBJECT: Tandem Axle Dump Trucks
FROM: Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Fleet Management 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 an additional purchase of eight tandem axle dump trucks from Bruckner Truck Sales/KOIS Brothers Equipment Company

BACKGROUND:

The Adams County Transportation Department operates a fleet of 22 tandem axle dump trucks, plows, and end dump bodies used mainly for snow removal operations in the winter and paving and road maintenance during the summer months. In 2017, budget appropriations were made for the one-to-one replacement of five tandem axle dump trucks as well as the replacement of three smaller bobtail trucks with larger tandem axle vehicles.

In 2014, The Purchasing Division conducted the RFP process for nine Tandem Axle Dump Trucks, Plow and End Dump Bodies and the award was made to Bruckner Truck Sales/KOIS Brothers Equipment Company in the amount of \$167,969.00 per truck. Anticipating the purchase of additional trucks in the future for fleet standardization, Purchasing included language in the RFP which allows the County the option to negotiate additional purchases with the awarded vendor for two additional years. In 2015, the County purchased four additional trucks using this award at a cost of \$178,676.00 per truck (cab and chassis \$109,881.00 each the dump body/plow \$68,795.00). The County again utilized this award in 2016 to purchase another four trucks at a cost of \$184,261.00 per truck (cab and chassis \$112,780.00 each the dump body/plow \$71,481.00), and \$191,979.00 for a truck (cab and chassis \$112,680.00 each the dump body/plow \$79,199.00) that will be utilized by the Parks and Open Space Department.

In 2017, Fleet Management and Purchasing negotiated with Bruckner Truck Sales to purchase eight additional Tandem Axle Dump Trucks, Plow and End Dump Bodies with additional equipment. Six of the new tandem axle trucks will be purchased in the amount of \$193,395.00 per truck (cab and chassis \$114,867.00 each, dump body/plow \$72,950.00 and \$5,578.00 for additional accessories), while the other

two trucks will cost \$196,311.00 per truck due to the addition of pintle hitches on each (\$2,916.00 for the pintle hitches).

The base pricing reflects around a 2% price increase above the 2016 negotiated pricing due to an increase in costs from the truck manufacturer, as well as the manufacturers of the steel, hydraulic and electrical components that make up the snow control system. The Fleet Management Department considers this increase to be fair and reasonable.

The Fleet Management and Transportation Departments are pleased with the quality of the equipment from Bruckner Truck Sales and KOIS Brothers Equipment. It is recommended that the purchase of eight Tandem Axle Dump Trucks, Plow and End Dump Bodies with additional accessories and hitches be approved from Bruckner Truck Sales and KOIS Brothers Equipment in the amount of \$1,552,992.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Fleet Management Department
Transportation 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: 00006
Cost Center: 9111

	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:	9165	91111720& 91111721	\$1,720,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$1,720,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note: (\$193,395*6=\$1,160,370) + (\$196,311*2=\$392,622) \$1,160,370+\$392,622=\$1,552,992

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING A PURCHASE ORDER TO
BRUCKNER TRUCK SALES AND KOIS BROTHERS EQUIPMENT FOR
EIGHT TANDEM AXLE DUMP TRUCKS

WHEREAS, proposals were opened on May 28, 2014, to consider providers for nine tandem axle dump trucks, plows and end dump bodies for the Adams County Transportation Department; and,

WHEREAS, Bruckner Truck Sales, partnered with KOIS Brothers Equipment Company, was awarded the proposal; and,

WHEREAS, the Agreement allows the County to negotiate for additional purchases for two additional years; and,

WHEREAS, Bruckner Truck Sales/KOIS Brothers Equipment Company agrees to supply eight tandem axle dump trucks with equipment in the amount of \$1,552,992.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that a purchase order award be made to Bruckner Truck Sales and KOIS Brothers Equipment Company for eight tandem axle dump trucks with equipment in the amount of \$1,552,992.00.

BE IT FURTHER RESOLVED that the Purchasing Department is hereby authorized to sign the purchase order with Bruckner Truck Sales and KOIS Brothers Equipment Company.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 21, 2017
SUBJECT: Renewal of Auto Repair Services with Colorado Frame and Suspension, Inc.
FROM: Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Fleet Management Department and Risk Management Division of Human Resources 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 renewal of the agreement with Colorado Frame and Suspension, Inc., for 2017 auto repair services

BACKGROUND:

The Adams County Fleet Management Department currently has a fleet of approximately 260 cars and light trucks that occasionally need auto repairs.

Proposals were solicited in September 2014 to consider companies that could provide auto repair services for the County. After a thorough evaluation, it was found that Colorado Frame and Suspension, Inc., was the most qualified proposer and was awarded the agreement in early 2015.

The Fleet Management Department and Risk Management Division of the Human Resources Department are pleased with the services provided by Colorado Frame and Suspension, Inc. There are no changes to the fee structure proposed for 2017. It is recommended that Amendment Two for the renewal to extend the agreement for one additional year be approved with Colorado Frame and Suspension, Inc., in the not to exceed amount of \$180,000.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Fleet Management Department
Risk Management Division of Human Resources 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: 00019
Cost Center: 8611

	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:	8155		\$244,000
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/> \$244,000

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND COLORADO FRAME AND SUSPENSION, INC.,
FOR 2017 AUTO REPAIR SERVICES

WHEREAS, the Board of County Commissioners approved an agreement for auto repair services with Colorado Frame and Suspension, Inc., in 2015; and,

WHEREAS, Adams County and Colorado Frame and Suspension, Inc., agreed to renew the agreement for one additional year in 2016; and,

WHEREAS, Colorado Frame and Suspension, Inc., has agreed to perform the auto repair services in 2017 for the not to exceed amount of \$180,000.00; and,

WHEREAS, the Fleet Management Department is pleased with the work provided by Colorado Frame and Suspension, Inc., and recommends approval of Amendment Two.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement between Adams County and Colorado Frame and Suspension, Inc., be approved.

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