



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
May 2, 2017
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A.** Outstanding Achievement in Local Government Innovation Award Presentation
- B.** Recognition of the Bring Your Child To Work Day Committee
- C.** Colorado Parks and Wildlife Northeast Region Partner of the Year Award Presentation
- D.** Open Space Grant Awards Presentation

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 April 17-21, 2017

- B.** Minutes of the Commissioners' Proceedings from April 25, 2017
- C.** Resolution Approving the Award of Open Space Grant Awards and Grant Agreements on May 2, 2017
- D.** Resolution Approving an Intergovernmental Agreement between Adams County and Aurora Public School District to Implement a Great Outdoors Colorado School Play Yard Grant
- E.** Resolution Adopting the Adams County Grants Management Policies and Procedures Manual
- F.** Resolution Approving Intergovernmental Agreement between the Colorado Department of Natural Resources and Adams County for Cooperative Wildfire Protection

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving Amendment One to Agreement between Adams County and Toshiba Business Solutions for County Wide Managed Print Services
- 2.** Resolution Approving a Proposal Award to Factory Motor Parts to Provide Onsite Auto Parts, Tires and General Automotive Lubricants to the Fleet Department

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

- 1.** PRC2016-00014 Bartley Subdivision Amendment No. 3
- 2.** RCU2017-00003 Orthodox Church Solar Facility

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	1,074,353.25
4	Capital Facilities Fund	1,007,803.92
5	Golf Course Enterprise Fund	103,739.89
6	Equipment Service Fund	217,342.98
13	Road & Bridge Fund	69,563.43
19	Insurance Fund	58,018.27
24	Conservation Trust Fund	10,087.88
27	Open Space Projects Fund	39,295.36
31	Head Start Fund	5,325.24
34	Comm Services Blk Grant Fund	3,456.20
35	Workforce & Business Center	762.00
43	Front Range Airport	4,165.26
44	Water and Wastewater Fund	394.00
50	FLATROCK Facility Fund	1,171.54
94	Sheriff Payables	60,446.00
		<u>2,655,925.22</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>
00707652	518015	ADVANCED NETWORK MANAGEMENT IN	04/17/17	211,167.50
00707655	278407	DEEP ROCK WATER	04/17/17	58.20
00707657	128693	DREXEL BARRELL & CO	04/17/17	9,703.00
00707661	13774	NORTH PECOS WATER & SANITATION	04/17/17	155.16
00707662	308230	PLANET TECHNOLOGIES INC	04/17/17	924.00
00707664	430098	REPUBLIC SERVICES #535	04/17/17	2,350.00
00707666	46792	SECURE HORIZONS	04/17/17	1,450.00
00707668	10449	SIR SPEEDY	04/17/17	114.00
00707669	13951	TDS TELECOM	04/17/17	836.69
00707670	1007	UNITED POWER (UNION REA)	04/17/17	44.34
00707671	1007	UNITED POWER (UNION REA)	04/17/17	874.04
00707672	1007	UNITED POWER (UNION REA)	04/17/17	30.00
00707673	1007	UNITED POWER (UNION REA)	04/17/17	195.02
00707674	1007	UNITED POWER (UNION REA)	04/17/17	42.21
00707676	433987	ADCO DISTRICT ATTORNEY'S OFFIC	04/17/17	694.76
00707677	383698	ALLIED UNIVERSAL SECURITY SERV	04/17/17	4,927.73
00707678	429633	ANDERSON CASSIE	04/17/17	310.84
00707679	592922	AWARDS USA INC	04/17/17	435.60
00707680	37436	CARLSON KURT A	04/17/17	188.05
00707681	4159	CGAIT	04/17/17	2,750.00
00707682	252174	COLORADO COMMUNITY MEDIA	04/17/17	1,022.40
00707683	48089	COMCAST BUSINESS	04/17/17	1,700.00
00707684	274030	COMMUNICATION CONSTRUCTION & E	04/17/17	2,330.00
00707685	437554	CSU EXTENSION	04/17/17	22,982.76
00707686	105110	CULLIGAN	04/17/17	205.75
00707689	34197	GOURD THADDEUS	04/17/17	225.24
00707691	325745	KITTLE NICK T	04/17/17	166.50
00707692	44695	KNS COMMUNICATIONS CONSULTANTS	04/17/17	668.26
00707693	422240	MANN LACEY	04/17/17	102.19
00707694	52940	MCDOWELL SHANNON	04/17/17	157.56
00707696	570368	OSWEGO COURTWAY APARTMENTS	04/17/17	66.00
00707697	308437	RANDSTAD US LP	04/17/17	1,123.94
00707698	26297	SENIORS RESOURCE CENTER INC	04/17/17	42,900.72
00707699	13538	SHRED IT USA LLC	04/17/17	30.00
00707700	38974	TIARA PRINTING INC	04/17/17	53.15
00707701	76466	UNDERWATER RECOVERY SPECIALIST	04/17/17	265.00

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>
00707704	158184	UTILITY NOTIFICATION CENTER OF	04/17/17	490.10
00707705	594762	VASQUEZ ANTONIA	04/17/17	20.00
00707706	28574	VERIZON WIRELESS	04/17/17	301.56
00707709	13822	XCEL ENERGY	04/17/17	60.06
00707723	228213	ARAMARK REFRESHMENT SERVICES	04/17/17	2,112.70
00707726	134733	CASA	04/17/17	2,000.00
00707729	13049	COMMUNITY REACH CENTER	04/17/17	300.00
00707733	24524	E470 PUBLIC HIGHWAY AUTHORITY	04/17/17	144.00
00707734	12689	GALLS LLC	04/17/17	6,487.26
00707737	4551	NEVE'S UNIFORMS INC	04/17/17	948.55
00707738	603778	NORCHEM DRUG TESTING LABORATOR	04/17/17	61.20
00707740	12383	PEPPERDINE'S MARKING PRODUCTS	04/17/17	323.51
00707741	488944	PLUMB MARKETING	04/17/17	46,480.00
00707742	192059	POINT SPORTS/ERGOMED	04/17/17	360.00
00707746	13538	SHRED IT USA LLC	04/17/17	80.00
00707747	335639	SMOLINSKI ANDREW	04/17/17	281.00
00707748	8803293	SPOK INC	04/17/17	17.30
00707751	29657	ARAPAHOE COUNTY RESIDENTIAL CE	04/17/17	5,766.33
00707752	40398	CINTAS CORPORATION #66	04/17/17	273.42
00707753	59782	COMCOR INC	04/17/17	1,178.52
00707754	93529	CORRECTIONAL MANAGEMENT INC	04/17/17	348.60
00707755	79260	IDEXX DISTRIBUTION INC	04/17/17	182.85
00707756	48078	LARIMER COUNTY COMMUNITY CORRE	04/17/17	1,426.34
00707758	13591	MWI VETERINARY SUPPLY CO	04/17/17	1,700.77
00707759	593447	PIN BUSINESS NETWORK	04/17/17	17,397.00
00707760	42818	STATE OF COLORADO	04/17/17	11,766.65
00707761	42818	STATE OF COLORADO	04/17/17	13,413.31
00707762	42984	TIME TO CHANGE	04/17/17	314,633.02
00707763	338508	WRIGHTWAY INDUSTRIES INC	04/17/17	241.95
00707764	935892	ADAMS BROOMFIELD BAR ASSOCIATI	04/18/17	255.00
00707766	540984	BARNES JULIUS	04/18/17	314.00
00707767	13160	BRIGHTON CITY OF (WATER)	04/18/17	3,467.02
00707769	419640	COLO BUILDING & CONSTRUCTION T	04/18/17	360.00
00707772	418312	DUNCAN NANCY	04/18/17	31.43
00707775	62528	JEFFERSON COUNTY SHERIFF'S CIV	04/18/17	46.50
00707776	282501	JO MATTOON ASSOCIATES	04/18/17	2,200.00

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>
00707777	33110	JUSTICE BENEFITS INC	04/18/17	792.00
00707779	595174	LAMERE CHRISTOPHER	04/18/17	46.00
00707780	92873	LARUE CHRISTOPHER	04/18/17	314.00
00707781	282525	LIPSEY SEAN	04/18/17	139.42
00707783	547066	MORRIS TIMOTHY GUY	04/18/17	66.00
00707785	44703	QUICKSILVER EXPRESS COURIER	04/18/17	64.34
00707787	429604	RUTTER JENNIFER	04/18/17	46.00
00707788	433983	SHEETZ ROBERT J	04/18/17	105.93
00707789	13538	SHRED IT USA LLC	04/18/17	998.20
00707790	13932	SOUTH ADAMS WATER & SANITATION	04/18/17	1,022.80
00707791	13932	SOUTH ADAMS WATER & SANITATION	04/18/17	557.76
00707792	33604	STATE OF COLORADO	04/18/17	317.00
00707793	13949	STRASBURG SANITATION	04/18/17	103.64
00707794	1007	UNITED POWER (UNION REA)	04/18/17	2,056.17
00707795	1007	UNITED POWER (UNION REA)	04/18/17	3,919.69
00707801	13822	XCEL ENERGY	04/18/17	1,218.20
00707802	13822	XCEL ENERGY	04/18/17	1,903.06
00707803	13822	XCEL ENERGY	04/18/17	99.00
00707805	72554	AAA PEST PROS	04/19/17	2,045.00
00707807	37575	ADAMS / BROOMFIELD BAR ASSN	04/19/17	255.00
00707809	383698	ALLIED UNIVERSAL SECURITY SERV	04/19/17	1,550.70
00707810	14661	AMERIGAS DENVER 1012	04/19/17	958.95
00707811	366035	APOLLO MECHANICAL CONTRACTORS	04/19/17	4,006.00
00707812	3020	BENNETT TOWN OF	04/19/17	1,500.00
00707813	8973	C & R ELECTRICAL CONTRACTORS I	04/19/17	1,236.98
00707814	2381	COLO ANALYTICAL LABORATORY	04/19/17	23.00
00707815	5050	COLO DIST ATTORNEY COUNCIL	04/19/17	10,656.25
00707818	56025	DISCOUNT PLUMBING SERVICES INC	04/19/17	2,849.04
00707819	13409	EASTERN DISPOSE ALL	04/19/17	91.00
00707822	293350	GREEN SHERYL	04/19/17	35.31
00707824	422469	HUNT AMANDA	04/19/17	60.99
00707825	13565	INTERMOUNTAIN R E A	04/19/17	50.00
00707826	595839	KRAICH ADAM	04/19/17	46.00
00707828	51392	METRO NORTH LTD	04/19/17	1,926.14
00707829	13719	MORGAN COUNTY REA	04/19/17	141.23
00707831	514076	NICHOLS KAYLEIGH	04/19/17	270.71

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>
00707832	33716	OLD VINE PINNACLE ASSOCIATES	04/19/17	800.00
00707833	33716	OLD VINE PINNACLE ASSOCIATES	04/19/17	800.00
00707834	4842	PITNEY BOWES	04/19/17	968.93
00707835	214735	PITNEY BOWES PURCHASE POWER	04/19/17	89.81
00707836	551913	PLANTE & MORAN PLLC	04/19/17	42,500.00
00707838	564595	SCHOLL KRYSTI	04/19/17	2,000.00
00707839	45988	SHI INTERNATIONAL CORP	04/19/17	40,922.40
00707840	281167	SPECTRA CONTRACT FLOORING SERV	04/19/17	2,100.00
00707841	25335	STANLEY CONVERGENT SECURITY S	04/19/17	3,960.00
00707843	293662	SUMMIT LABORATORIES INC	04/19/17	480.00
00707844	66264	SYSTEMS GROUP	04/19/17	500.00
00707846	44930	U S POSTAL SERVICE	04/19/17	1,190.00
00707847	544338	WESTAR REAL PROPERTY SERVICES	04/19/17	10,052.36
00707848	427408	WISNER LORI	04/19/17	945.00
00707849	473336	ZAYO GROUP HOLDINGS INC	04/19/17	1,975.00
00707850	422130	ABL MANAGEMENT INC	04/19/17	5,466.68
00707851	30273	ADAMS COUNTY DETENTION FACILIT	04/19/17	12.52
00707852	630412	ADVANCED LAUNDRY SYSTEMS	04/19/17	546.25
00707854	383698	ALLIED UNIVERSAL SECURITY SERV	04/19/17	1,550.70
00707855	12012	ALSCO AMERICAN INDUSTRIAL	04/19/17	142.58
00707856	40942	BI- BEHAVIORAL INTERVENTIONS	04/19/17	3,762.26
00707858	537341	BROWN LESLEY	04/19/17	15.57
00707859	293119	BUZEK, VINCE	04/19/17	65.00
00707860	104549	COLO SECRETARY OF STATE	04/19/17	180.00
00707861	13049	COMMUNITY REACH CENTER	04/19/17	11,530.39
00707862	255001	COPYCO QUALITY PRINTING INC	04/19/17	70.00
00707863	255001	COPYCO QUALITY PRINTING INC	04/19/17	52.50
00707864	255001	COPYCO QUALITY PRINTING INC	04/19/17	17.50
00707865	255001	COPYCO QUALITY PRINTING INC	04/19/17	1,250.00
00707866	255001	COPYCO QUALITY PRINTING INC	04/19/17	120.00
00707867	255001	COPYCO QUALITY PRINTING INC	04/19/17	40.00
00707868	255001	COPYCO QUALITY PRINTING INC	04/19/17	17.50
00707869	255001	COPYCO QUALITY PRINTING INC	04/19/17	110.00
00707870	255001	COPYCO QUALITY PRINTING INC	04/19/17	40.00
00707871	255001	COPYCO QUALITY PRINTING INC	04/19/17	122.50
00707873	581163	DEMAREST ARCHIE	04/19/17	65.00

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>
00707874	128693	DREXEL BARRELL & CO	04/19/17	1,128.75
00707875	248103	DS WATERS OF AMERICA INC	04/19/17	25.35
00707876	293118	GARNER, ROSIE	04/19/17	65.00
00707877	473351	GOLDMAN ROBBINS NICHOLSON & MA	04/19/17	795.00
00707878	83292	GONZALEZ ROSA	04/19/17	339.90
00707879	582101	HARDING INSTRUMENT CO LTD	04/19/17	1,359.96
00707880	293122	HERRERA, AARON	04/19/17	65.00
00707881	24624	HICO	04/19/17	18.00
00707882	44965	INTERVENTION COMMUNITY CORRECT	04/19/17	8,149.12
00707883	547834	LOPEZ MARCUS	04/19/17	368.00
00707884	5026	MOSKO STEW	04/19/17	65.00
00707886	13422	NORTHGLENN AMBULANCE	04/19/17	201.67
00707887	429656	OPEX CORPORATION	04/19/17	7,575.00
00707888	342319	PEOPLE READY INC	04/19/17	1,644.12
00707889	88393	RECRUITING.COM	04/19/17	760.00
00707890	430098	REPUBLIC SERVICES #535	04/19/17	230.00
00707891	53054	RICHARDSON SHARON	04/19/17	65.00
00707892	339372	ROSS SHIRLEY M	04/19/17	1,084.50
00707893	76397	ROWLAND CLAUDIA	04/19/17	16.59
00707895	585062	SCHIMPF SARA	04/19/17	7.49
00707897	385142	THOMPSON GREGORY PAUL	04/19/17	65.00
00707898	573415	WALLACE ZACKARY	04/19/17	65.00
00707900	13822	XCEL ENERGY	04/19/17	174.24
00707901	13822	XCEL ENERGY	04/19/17	10.96
00707902	13822	XCEL ENERGY	04/19/17	147.87
00707903	13040	ADCO DISTRICT ATTORNEY	04/19/17	238.08
00707904	433987	ADCO DISTRICT ATTORNEY'S OFFIC	04/19/17	314.87
00707905	40460	AMERICAN MESSAGING	04/19/17	33.59
00707906	228213	ARAMARK REFRESHMENT SERVICES	04/19/17	204.69
00707907	320525	ARIAS REBECCA M	04/19/17	3,760.00
00707908	525974	AXIS	04/19/17	855.00
00707909	378404	CARUSO JAMES LOUIS	04/19/17	5,125.00
00707910	6467	COLO CORRECTIONAL INDUSTRIES	04/19/17	260.00
00707911	594748	COOPER CHRISTOPHER PENN	04/19/17	2.00
00707912	40658	CROWN EQUIPMENT CORP	04/19/17	98.00
00707913	573121	DAVIS ANNETTE	04/19/17	189.76

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>
00707914	230355	DEEP ROCK WATER	04/19/17	85.83
00707915	47723	FEDEX	04/19/17	43.40
00707916	197938	FIRST CALL OF COLO	04/19/17	1,800.00
00707917	373974	HOLMES DAWN B	04/19/17	6,150.00
00707918	40843	LANGUAGE LINE SERVICES	04/19/17	92.66
00707919	595558	MCGREGOR CASSIE A	04/19/17	127.36
00707920	93018	MURPHY RICK	04/19/17	4,752.09
00707921	6703	NORTH METRO FIRE RESCUE	04/19/17	2,300.00
00707922	100332	PERKINELMER GENETICS	04/19/17	50.00
00707923	159394	PRICE KEN	04/19/17	840.00
00707924	42838	PURCHASE POWER	04/19/17	300.00
00707925	594747	ROACH CHRISTOPHER ROLAND	04/19/17	10.00
00707926	537143	RODRIGUEZ CATHY	04/19/17	257.87
00707927	7189	TOSHIBA FINANCIAL SERVICES	04/19/17	5,387.26
00707928	595446	UC HEALTH BROOMFIELD HOSPITAL	04/19/17	32.25
00707929	594749	WHITE BRIAN KEITH	04/19/17	6.00
00707930	13027	ADCO ANIMAL SHELTER	04/20/17	185.24
00707931	491318	AMERICAN EAGLE DISTRIBUTING	04/20/17	196.00
00707932	516921	BC&E LLC	04/20/17	2,000.00
00707935	490725	BREAK THRU BEVERAGE	04/20/17	965.14
00707936	245316	CARNATION BUILDING SERVICES IN	04/20/17	60,799.47
00707943	58895	DIRSEC	04/20/17	18,562.50
00707945	518029	FEDERAL HEATING INC	04/20/17	200.45
00707947	16222	HOLUB MIKAL R	04/20/17	1,845.11
00707948	594997	JS INSULATION SERVICES INC	04/20/17	2,695.00
00707950	596216	MERCHANTS OFFICE FURNITURE	04/20/17	6,067.65
00707956	273569	RTD	04/20/17	21.15
00707958	36088	TRACY NANCY M	04/20/17	174.45
00707959	1007	UNITED POWER (UNION REA)	04/20/17	43.22
00707960	1007	UNITED POWER (UNION REA)	04/20/17	203.12

Fund Total**1,074,353.25**

Net Warrants by Fund Detail

4 Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00707821	33577	FCI CONSTRUCTORS INC	04/19/17	421,755.75
00707842	25335	STANLEY CONVERGENT SECURITY S	04/19/17	10,965.00
00707845	527100	TREANOR ARCHITECTS PA	04/19/17	8,600.00
00707944	33577	FCI CONSTRUCTORS INC	04/20/17	566,483.17
Fund Total				1,007,803.92

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>
00707765	12012	ALSCO AMERICAN INDUSTRIAL	04/18/17	40.47
00707773	160270	GOLF & SPORT SOLUTIONS	04/18/17	2,064.54
00707774	804964	GRAINGER	04/18/17	9.28
00707778	11496	L L JOHNSON DIST	04/18/17	205.00
00707782	46175	MASEK GOLF CAR COMPANY	04/18/17	86,816.80
00707784	152295	POTESTIO BROTHER EQUIPMENT	04/18/17	1,197.42
00707786	433906	ROCKY MTN PUP & CONTROLS LLC	04/18/17	1,295.85
00707796	1007	UNITED POWER (UNION REA)	04/18/17	3,390.56
00707797	1007	UNITED POWER (UNION REA)	04/18/17	277.81
00707798	1007	UNITED POWER (UNION REA)	04/18/17	513.64
00707799	1007	UNITED POWER (UNION REA)	04/18/17	130.95
00707800	1007	UNITED POWER (UNION REA)	04/18/17	6,793.45
00707804	13822	XCEL ENERGY	04/18/17	1,004.12
Fund Total				103,739.89

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>
00707651	23962	ACS MANAGEMENT LLC	04/17/17	4,282.50
00707663	324769	PRECISE MRM LLC	04/17/17	5,616.00
00707665	16237	SAM HILL OIL INC	04/17/17	17,429.19
00707695	43852	MUMM RONALD	04/17/17	52.76
00707750	11657	A & E TIRE INC	04/17/17	1,804.74
00707806	295403	ABRA AUTO BODY & GLASS	04/19/17	345.00
00707820	13448	FARIS MACHINERY CO	04/19/17	104,230.00
00707837	16237	SAM HILL OIL INC	04/19/17	19,340.97
00707857	527037	BMW OF DENVER	04/19/17	4,343.01
00707872	40977	DANIELS LONG CHEVROLET	04/19/17	52,588.00
00707894	16237	SAM HILL OIL INC	04/19/17	7,310.81
			Fund Total	217,342.98

Net Warrants by Fund Detail

13

Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00707654	486334	CIANCIO CIANCIO BROWN PC	04/17/17	8,260.00
00707823	582131	HAMRE, RODRIQUEZ, OSTRANDER &	04/19/17	61,303.43
Fund Total				69,563.43

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>
00707656	13663	DELTA DENTAL PLAN OF COLO	04/17/17	10,175.28
00707660	94481	LONGMONT FORD	04/17/17	1,380.85
00707667	46792	SECURE HORIZONS	04/17/17	15,895.23
00707675	11552	VISION SERVICE PLAN-CONNECTICU	04/17/17	345.44
00707687	13663	DELTA DENTAL PLAN OF COLO	04/17/17	96.20
00707688	13663	DELTA DENTAL PLAN OF COLO	04/17/17	212.80
00707690	8031	JUDICIAL ARBITER GROUP INC	04/17/17	4,000.00
00707702	37507	UNITED HEALTHCARE	04/17/17	260.36
00707707	594763	VIORST LAW OFFICES TRUST ACCOU	04/17/17	15,000.00
00707708	11552	VISION SERVICE PLAN-CONNECTICU	04/17/17	1.27
00707757	438093	LEONARD KELLY K	04/17/17	269.70
00707808	492573	ADVANCED URGENT CARE AND OCC M	04/19/17	1,290.00
00707816	2157	COLO OCCUPATIONAL MEDICINE PHY	04/19/17	935.00
00707827	46109	MAJOR ADJUSTING CO	04/19/17	120.00
00707885	61886	NATHAN DUMM & MAYER PC	04/19/17	8,036.14
Fund Total				58,018.27

Net Warrants by Fund Detail

24

Conservation Trust Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00707853	13074	ALBERT FREI & SONS INC	04/19/17	151.14
00707896	266133	STREAM DESIGN LLC	04/19/17	9,936.74
			Fund Total	10,087.88

Net Warrants by Fund Detail

27Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00707658	128693	DREXEL BARRELL & CO	04/17/17	4,528.04
00707703	1007	UNITED POWER (UNION REA)	04/17/17	97.10
00707817	237568	DESIGN WORKSHOP	04/19/17	11,247.01
00707899	544336	WENK ASSOCIATES INC	04/19/17	23,423.21
Fund Total				39,295.36

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00707933	595225	BLEA LAURIE	04/20/17	44.94
00707934	45333	BRAGGS- JONES SHONDRELA	04/20/17	126.26
00707939	33480	COLO BUREAU OF INVESTIGATION	04/20/17	39.50
00707940	54679	COLO DEPT OF HUMAN SERVICES	04/20/17	134.00
00707941	2157	COLO OCCUPATIONAL MEDICINE PHY	04/20/17	25.00
00707946	434213	HAGER MICHAEL	04/20/17	46.55
00707949	157395	LUJAN MONICA	04/20/17	60.99
00707951	1463	ORKIN PEST CONTROL	04/20/17	83.80
00707952	370169	PACKER LYNISE	04/20/17	231.00
00707953	129209	RAMIREZ SUSANA	04/20/17	66.88
00707954	153351	REED ALMA	04/20/17	98.98
00707955	290050	RODRIGUEZ JAMIE	04/20/17	15.00
00707957	62190	STEELMAN MARU E	04/20/17	79.18
00707961	31360	WESTMINSTER PRESBYTERIAN CHURC	04/20/17	2,095.40
00707962	59983	WESTMINSTER PUBLIC SCHOOLS	04/20/17	2,177.76
Fund Total				5,325.24

Net Warrants by Fund Detail

34

Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00707653	5991	ALMOST HOME INC	04/17/17	3,456.20
			Fund Total	3,456.20

Net Warrants by Fund Detail

35Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00707730	133513	DEEP ROCK WATER	04/17/17	48.75
00707731	133513	DEEP ROCK WATER	04/17/17	16.25
00707732	133513	DEEP ROCK WATER	04/17/17	19.50
00707735	593266	LOPEZ CLAUDIA	04/17/17	175.00
00707736	593186	MARTINEZ RUBEN SOLORIO	04/17/17	175.00
00707739	593246	ORTEGA SAMANTHA	04/17/17	100.00
00707749	593267	VELASQUEZ DESIRAE	04/17/17	100.00
00707942	255001	COPYCO QUALITY PRINTING INC	04/20/17	127.50
			Fund Total	762.00

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>
00707659	358103	KIMLEY-HORN AND ASSOCIATES INC	04/17/17	2,125.00
00707724	228213	ARAMARK REFRESHMENT SERVICES	04/17/17	261.66
00707725	80118	AT&T CORP	04/17/17	97.10
00707727	410660	CASPER NATRONA COUNTY INTL AIR	04/17/17	925.00
00707744	44131	ROGGEN FARMERS ELEVATOR ASSN	04/17/17	42.00
00707745	37110	SB PORTA BOWL RESTROOMS INC	04/17/17	383.00
00707830	595855	MUHLE ANTHONY	04/19/17	331.50
Fund Total				4,165.26

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>
00707728	2381	COLO ANALYTICAL LABORATORY	04/17/17	171.00
00707743	87602	RAMEY ENVIRONMENTAL COMPLIANCE	04/17/17	200.00
00707938	2381	COLO ANALYTICAL LABORATORY	04/20/17	23.00
Fund Total				394.00

Net Warrants by Fund Detail

50

FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00707937	245316	CARNATION BUILDING SERVICES IN	04/20/17	1,171.54
			Fund Total	1,171.54

Net Warrants by Fund Detail

94Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00707768	95935	CLERK OF THE COUNTY COURT	04/18/17	32,434.00
00707770	92474	COLO DEPT OF HUMAN SERVICES	04/18/17	25,770.00
00707771	44915	COLO JUDICIAL DEPT	04/18/17	2,242.00
Fund Total				60,446.00

County of Adams
Net Warrants by Fund Detail

Grand Total 2,655,925.22

County of Adams
Vendor Payment Report

<u>9418</u>	<u>Administrative Cost Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ALMOST HOME INC	00034	894535	275467	04/12/17	<u>3,456.20</u>
					Account Total	<u>3,456.20</u>
					Department Total	<u><u>3,456.20</u></u>

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Coffee					
	ARAMARK REFRESHMENT SERVICES	00043	894346	275318	04/11/17	130.83
					Account Total	130.83
	Telephone					
	AT&T CORP	00043	894350	275318	04/11/17	84.36
					Account Total	84.36
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	894354	275318	04/11/17	383.00
					Account Total	383.00
					Department Total	598.19

County of Adams
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	894350	275318	04/11/17	<u>6.37</u>
					Account Total	<u>6.37</u>
					Department Total	<u><u>6.37</u></u>

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Coffee					
	ARAMARK REFRESHMENT SERVICES	00043	894346	275318	04/11/17	<u>130.83</u>
					Account Total	<u>130.83</u>
					Department Total	<u><u>130.83</u></u>

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Aircraft Rescue Fire Fighting					
	CASPER NATRONA COUNTY INTL AIR	00043	894494	275447	04/12/17	925.00
					Account Total	925.00
	Other Rents & Leases					
	ROGGEN FARMERS ELEVATOR ASSN	00043	894351	275318	04/11/17	42.00
					Account Total	42.00
	Telephone					
	AT&T CORP	00043	894350	275318	04/11/17	6.37
					Account Total	6.37
	Travel & Transportation					
	MUHLE ANTHONY	00043	894973	275972	04/19/17	331.50
					Account Total	331.50
					Department Total	<u>1,304.87</u>

County of Adams
Vendor Payment Report

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00035	894889	275959	04/19/17	11.50
	COPYCO QUALITY PRINTING INC	00035	894890	275959	04/19/17	70.00
	COPYCO QUALITY PRINTING INC	00035	894891	275959	04/19/17	23.00
					Account Total	<u>104.50</u>
					Department Total	<u><u>104.50</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>
	Animal Control/Shelter					
	VASQUEZ ANTONIA	00001	894735	275744	04/17/17	20.00
					Account Total	20.00
	Operating Supplies					
	ADCO ANIMAL SHELTER	00001	895054	276059	04/20/17	185.24
					Account Total	185.24
	Temporary Labor					
	RANDSTAD US LP	00001	894732	275744	04/17/17	561.97
	RANDSTAD US LP	00001	894733	275744	04/17/17	561.97
					Account Total	1,123.94
					Department Total	1,329.18

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00001	894139	275058	04/06/17	1,022.40
					Account Total	1,022.40
	Special Events					
	COLO BUILDING & CONSTRUCTION T	00001	894812	275860	04/18/17	360.00
					Account Total	360.00
					Department Total	1,382.40

County of Adams
Vendor Payment Report

<u>1024</u>	<u>Budget Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	JO MATTOON ASSOCIATES	00001	894816	275860	04/18/17	2,200.00
					Account Total	2,200.00
	Operating Supplies					
	DUNCAN NANCY	00001	894815	275860	04/18/17	31.43
					Account Total	31.43
					Department Total	2,231.43

County of Adams
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	FCI CONSTRUCTORS INC	00004	894919	275969	04/19/17	443,953.42
	FCI CONSTRUCTORS INC	00004	895052	276060	04/20/17	596,298.07
	STANLEY CONVERGENT SECURITY S	00004	894939	275969	04/19/17	10,965.00
	TREANOR ARCHITECTS PA	00004	894941	275969	04/19/17	8,600.00
					Account Total	1,059,816.49
	Retainages Payable					
	FCI CONSTRUCTORS INC	00004	894919	275969	04/19/17	22,197.67-
	FCI CONSTRUCTORS INC	00004	895052	276060	04/20/17	29,814.90-
					Account Total	52,012.57-
					Department Total	1,007,803.92

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>
	Operating Supplies					
	SHRED IT USA LLC	00001	894731	275744	04/17/17	<u>30.00</u>
					Account Total	<u>30.00</u>
					Department Total	<u><u>30.00</u></u>

County of Adams
Vendor Payment Report

<u>1033</u>	<u>Community Transit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Community Transit Services					
	SENIORS RESOURCE CENTER INC	00001	894729	275744	04/17/17	<u>42,900.72</u>
					Account Total	<u>42,900.72</u>
					Department Total	<u><u>42,900.72</u></u>

County of Adams
Vendor Payment Report

<u>24</u>	<u>Conservation Trust Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	STREAM DESIGN LLC	00024	894802	275852	04/18/17	<u>9,936.74</u>
					Account Total	<u>9,936.74</u>
					Department Total	<u><u>9,936.74</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					
	PEPPERDINE'S MARKING PRODUCTS	00001	894467	275446	04/12/17	323.51
					Account Total	323.51
	Postage & Freight					
	PLUMB MARKETING	00001	894468	275446	04/12/17	46,480.00
					Account Total	46,480.00
					Department Total	46,803.51

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Messenger/Delivery Service					
	QUICKSILVER EXPRESS COURIER	00001	894746	275757	04/17/17	64.34
					Account Total	64.34
	Operating Supplies					
	SHRED IT USA LLC	00001	894747	275757	04/17/17	998.20
					Account Total	998.20
	Other Professional Serv					
	JEFFERSON COUNTY SHERIFF'S CIV	00001	894748	275757	04/17/17	46.50
					Account Total	46.50
	Special Events					
	ADAMS / BROOMFIELD BAR ASSN	00001	894974	275972	04/19/17	255.00
	ADAMS BROOMFIELD BAR ASSOCIATI	00001	894749	275757	04/17/17	255.00
					Account Total	510.00
					Department Total	<u>1,619.04</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>
	Maintenance Contracts					
	CROWN LIFT TRUCKS	00001	894681	275681	04/14/17	98.00
					Account Total	98.00
	Medical Services					
	CARUSO JAMES LOUIS	00001	894670	275681	04/14/17	4,100.00
	CARUSO JAMES LOUIS	00001	894680	275681	04/14/17	1,025.00
	HOLMES DAWN B	00001	894673	275681	04/14/17	6,150.00
					Account Total	11,275.00
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	894687	275681	04/14/17	204.69
	DEEP ROCK WATER	00001	894679	275681	04/14/17	85.83
					Account Total	290.52
	Other Communications					
	AMERICAN MESSAGING	00001	894684	275681	04/14/17	33.59
					Account Total	33.59
	Other Professional Serv					
	ARIAS REBECCA M	00001	894671	275681	04/14/17	2,040.00
	ARIAS REBECCA M	00001	894672	275681	04/14/17	1,720.00
	AXIS	00001	894677	275681	04/14/17	285.00
	AXIS	00001	894686	275681	04/14/17	570.00
	FEDEX	00001	894676	275681	04/14/17	28.24
	FEDEX	00001	894683	275681	04/14/17	15.16
	FIRST CALL OF COLO	00001	894678	275681	04/14/17	1,800.00
	LANGUAGE LINE SERVICES	00001	894674	275681	04/14/17	92.66
	PERKINELMER GENETICS	00001	894675	275681	04/14/17	50.00
					Account Total	6,601.06
					Department Total	18,298.17

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>
	Other Professional Serv					
	PRICE KEN	00001	894984	275987	04/19/17	<u>840.00</u>
					Account Total	<u>840.00</u>
					Department Total	<u><u>840.00</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>
	Operating Supplies					
	GONZALEZ ROSA	00001	894651	275670	04/14/17	339.90
	HICO	00001	894652	275670	04/14/17	18.00
					Account Total	<u>357.90</u>
					Department Total	<u><u>357.90</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>
	Education & Training					
	COLO SECRETARY OF STATE	00001	894650	275670	04/14/17	180.00
					Account Total	180.00
	Postage & Freight					
	U S POSTAL SERVICE	00001	894865	275881	04/18/17	1,190.00
					Account Total	1,190.00
	Software and Licensing					
	OPEX CORPORATION	00001	894653	275670	04/14/17	7,575.00
					Account Total	7,575.00
					Department Total	<u>8,945.00</u>

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GREEN SHERYL	00001	894724	275740	04/17/17	35.31
	NICHOLS KAYLEIGH	00001	894725	275740	04/17/17	270.71
					Account Total	306.02
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	894644	275670	04/14/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	894645	275670	04/14/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	894646	275670	04/14/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	894647	275670	04/14/17	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	894648	275670	04/14/17	16.21
	ALSCO AMERICAN INDUSTRIAL	00001	894649	275670	04/14/17	27.29
					Account Total	142.58
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	894740	275744	04/17/17	1,766.00
	ALLIED UNIVERSAL SECURITY SERV	00001	894738	275744	04/17/17	1,679.95
	ALLIED UNIVERSAL SECURITY SERV	00001	894739	275744	04/17/17	1,481.78
					Account Total	4,927.73
					Department Total	5,376.33

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>
	Infrastruc Rep & Maint					
	ALBERT FREI & SONS INC	00024	894583	275535	04/13/17	151.14
					Account Total	151.14
					Department Total	151.14

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					
	RODRIGUEZ CATHY	00001	894987	275986	04/19/17	257.87
					Account Total	257.87
	Office Furniture					
	MERCHANTS OFFICE FURNITURE	00001	894989	275993	04/18/17	6,067.65
					Account Total	6,067.65
	Other Professional Serv					
	DAVIS ANNETTE	00001	894986	275986	04/19/17	189.76
	UC HEALTH BROOMFIELD HOSPITAL	00001	894988	275986	04/19/17	32.25
					Account Total	222.01
	Witness Fees					
	ADCO DISTRICT ATTORNEY	00001	894985	275986	04/19/17	238.08
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	894639	275555	04/14/17	286.56
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	894639	275555	04/14/17	298.57
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	894639	275555	04/14/17	109.63
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	894983	275986	04/19/17	91.68
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	894983	275986	04/19/17	167.42
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	894983	275986	04/19/17	55.77
					Account Total	1,247.71
					Department Total	7,795.24

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	894497	275456	04/12/17	48.75
	DEEP ROCK WATER	00035	894499	275456	04/12/17	16.25
	DEEP ROCK WATER	00035	894501	275456	04/12/17	19.50
					Account Total	<u>84.50</u>
					Department Total	<u><u>84.50</u></u>

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	894708	275739	04/17/17	917.84
	A & E TIRE INC	00006	894709	275739	04/17/17	175.62
	A & E TIRE INC	00006	894710	275739	04/17/17	711.28
	ABRA AUTO BODY & GLASS	00006	894952	275969	04/19/17	160.00
	ABRA AUTO BODY & GLASS	00006	894953	275969	04/19/17	160.00
	ABRA AUTO BODY & GLASS	00006	894954	275969	04/19/17	25.00
	ACS MANAGEMENT LLC	00006	894520	275464	04/12/17	4,282.50
	BMW OF DENVER	00006	894800	275852	04/18/17	4,343.01
	DANIELS LONG CHEVROLET	00006	894796	275852	04/18/17	26,294.00
	DANIELS LONG CHEVROLET	00006	894797	275852	04/18/17	26,294.00
	FARIS MACHINERY CO	00006	894945	275969	04/19/17	104,230.00
	PRECISE MRM LLC	00006	894521	275464	04/12/17	5,616.00
	SAM HILL OIL INC	00006	894522	275464	04/12/17	13,783.39
	SAM HILL OIL INC	00006	894532	275464	04/12/17	2,686.38
	SAM HILL OIL INC	00006	894533	275464	04/12/17	959.42
	SAM HILL OIL INC	00006	894798	275852	04/18/17	6,360.94
	SAM HILL OIL INC	00006	894799	275852	04/18/17	949.87
	SAM HILL OIL INC	00006	894947	275969	04/19/17	590.67
	SAM HILL OIL INC	00006	894949	275969	04/19/17	1,930.64
	SAM HILL OIL INC	00006	894950	275969	04/19/17	16,819.66
					Account Total	217,290.22
					Department Total	217,290.22

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	894164	275145	04/07/17	<u>41.15</u>
					Account Total	<u>41.15</u>
					Department Total	<u><u>41.15</u></u>

County of Adams
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	894164	275145	04/07/17	41.15
					Account Total	41.15
	Other Professional Serv					
	CSU EXTENSION	00001	894198	275157	04/07/17	3,325.00
					Account Total	3,325.00
					Department Total	<u>3,366.15</u>

County of Adams
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ANDERSON CASSIE	00001	894167	275147	04/07/17	310.84
	GOURD THADDEUS	00001	894165	275147	04/07/17	225.24
					Account Total	536.08
	Other Communications					
	VERIZON WIRELESS	00001	894164	275145	04/07/17	95.81
					Account Total	95.81
	Other Professional Serv					
	CSU EXTENSION	00001	894198	275157	04/07/17	3,325.00
					Account Total	3,325.00
					Department Total	3,956.89

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>
	Mileage Reimbursements					
	MANN LACEY	00001	894166	275147	04/07/17	102.19
					Account Total	102.19
	Other Communications					
	VERIZON WIRELESS	00001	894164	275145	04/07/17	41.15
	VERIZON WIRELESS	00001	894164	275145	04/07/17	41.15
	VERIZON WIRELESS	00001	894164	275145	04/07/17	41.15
					Account Total	123.45
	Other Professional Serv					
	CSU EXTENSION	00001	894198	275157	04/07/17	3,325.00
	CSU EXTENSION	00001	894198	275157	04/07/17	13,007.76
					Account Total	16,332.76
					Department Total	16,558.40

County of Adams
Vendor Payment Report

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AAA PEST PROS	00005	894864	275875	04/18/17	<u>35.00</u>
					Account Total	<u>35.00</u>
					Department Total	<u><u>35.00</u></u>

County of Adams
Vendor Payment Report

<u>9115</u>	<u>Fleet- Strasbrg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	MUMM RONALD	00006	894734	275744	04/17/17	<u>52.76</u>
					Account Total	<u>52.76</u>
					Department Total	<u><u>52.76</u></u>

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	KIMLEY-HORN AND ASSOCIATES INC	00043	894523	275464	04/12/17	<u>2,125.00</u>
					Account Total	<u>2,125.00</u>
					Department Total	<u><u>2,125.00</u></u>

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	BENNETT TOWN OF	00001	894852	275875	04/18/17	1,500.00
	WESTAR REAL PROPERTY SERVICES	00001	894853	275875	04/18/17	10,052.36
					Account Total	11,552.36
	Education & Training					
	HOLUB MIKAL R	00001	894993	276036	04/20/17	1,845.11
					Account Total	1,845.11
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	265.00
					Account Total	265.00
					Department Total	13,662.47

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	INTERMOUNTAIN R E A	00001	894858	275875	04/18/17	50.00
	MORGAN COUNTY REA	00001	894855	275875	04/18/17	141.23
					Account Total	191.23
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	80.00
					Account Total	80.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7257	00001	894824	275863	04/03/17	103.64
	EASTERN DISPOSE ALL	00001	894851	275875	04/18/17	91.00
					Account Total	194.64
					Department Total	465.87

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7262	00001	894818	275863	04/04/17	1,218.20
					Account Total	1,218.20
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	60.00
					Account Total	60.00
					Department Total	1,278.20

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	<u>60.00</u>
					Account Total	<u>60.00</u>
					Department Total	<u><u>60.00</u></u>

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COLO ANALYTICAL LABORATORY	00050	894854	275875	04/18/17	23.00
					Account Total	23.00
	Gas & Electricity					
	Energy Cap Bill ID=7266	00050	894826	275863	03/27/17	99.00
					Account Total	99.00
	Maintenance Contracts					
	AAA PEST PROS	00050	894864	275875	04/18/17	40.00
					Account Total	40.00
					Department Total	<u>162.00</u>

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	JS INSULATION SERVICES INC	00001	894991	276036	04/20/17	2,695.00
					Account Total	2,695.00
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	210.00
	SUMMIT LABORATORIES INC	00001	894856	275875	04/18/17	480.00
					Account Total	690.00
	Repair & Maint Supplies					
	FEDERAL HEATING INC	00001	894992	276036	04/20/17	200.45
					Account Total	200.45
					Department Total	3,585.45

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7267	00001	894822	275863	03/30/17	1,903.06
					Account Total	<u>1,903.06</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	160.00
					Account Total	<u>160.00</u>
					Department Total	<u><u>2,063.06</u></u>

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	50.00
					Account Total	50.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7263	00001	894819	275863	04/04/17	1,022.80
					Account Total	1,022.80
					Department Total	<u>1,072.80</u>

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	110.00
					Account Total	110.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7260	00001	894823	275863	04/07/17	3,467.02
					Account Total	3,467.02
					Department Total	3,577.02

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	APOLLO MECHANICAL CONTRACTORS	00001	894859	275875	04/18/17	1,824.00
	APOLLO MECHANICAL CONTRACTORS	00001	894860	275875	04/18/17	2,182.00
					Account Total	<u>4,006.00</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	325.00
					Account Total	<u>325.00</u>
					Department Total	<u><u>4,331.00</u></u>

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	AMERIGAS DENVER 1012	00001	894863	275875	04/18/17	958.95
					Account Total	958.95
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	40.00
					Account Total	40.00
					Department Total	998.95

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	65.00
					Account Total	65.00
					Department Total	65.00

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7258	00001	894820	275863	04/05/17	<u>2,056.17</u>
					Account Total	<u>2,056.17</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	<u>55.00</u>
					Account Total	<u>55.00</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7264	00001	894821	275863	04/04/17	<u>557.76</u>
					Account Total	<u>557.76</u>
					Department Total	<u><u>2,668.93</u></u>

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7259	00001	894825	275863	04/05/17	3,919.69
					Account Total	3,919.69
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	55.00
					Account Total	55.00
					Department Total	3,974.69

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>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00001	894873	275903	04/18/17	317.00
					Account Total	317.00
	Received not Vouchered Clrg					
	ABL MANAGEMENT INC	00001	894666	275676	04/14/17	5,466.68
	ADVANCED LAUNDRY SYSTEMS	00001	894667	275676	04/14/17	546.25
	ADVANCED NETWORK MANAGEMENT IN	00001	894528	275464	04/12/17	109,417.70
	ADVANCED NETWORK MANAGEMENT IN	00001	894527	275464	04/12/17	101,749.80
	ALLIED UNIVERSAL SECURITY SERV	00001	894801	275852	04/18/17	1,550.70
	ALLIED UNIVERSAL SECURITY SERV	00001	894944	275969	04/19/17	1,550.70
	AMERICAN EAGLE DISTRIBUTING	00001	895048	276060	04/20/17	196.00
	ARAPAHOE COUNTY RESIDENTIAL CE	00001	894696	275739	04/17/17	5,092.89
	ARAPAHOE COUNTY RESIDENTIAL CE	00001	894697	275739	04/17/17	673.44
	BI- BEHAVIORAL INTERVENTIONS	00001	894688	275676	04/14/17	3,762.26
	BREAK THRU BEVERAGE	00001	895047	276060	04/20/17	148.00
	BREAK THRU BEVERAGE	00001	895049	276060	04/20/17	817.14
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	608.85
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	18,648.00
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	4,524.63
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	2,298.10
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	696.94
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	3,212.03
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	1,451.54
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	593.25
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	1,274.08
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	6,471.15
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	5,217.27
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	3,998.75
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	5,844.73
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	932.05
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	1,915.46
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	1,149.05
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	1,171.54
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	319.64
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	1,539.21

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>
	CARNATION BUILDING SERVICES IN	00001	895050	276060	04/20/17	104.74
	CINTAS CORPORATION #66	00001	894700	275739	04/17/17	136.71
	CINTAS CORPORATION #66	00001	894701	275739	04/17/17	136.71
	COLO DIST ATTORNEY COUNCIL	00001	894943	275969	04/19/17	10,656.25
	COMCOR INC	00001	894690	275739	04/17/17	1,178.52
	COMMUNITY REACH CENTER	00001	894668	275676	04/14/17	11,530.39
	CORRECTIONAL MANAGEMENT INC	00001	894695	275739	04/17/17	348.60
	DIRSEC	00001	895051	276060	04/20/17	18,562.50
	DREXEL BARRELL & CO	00001	894519	275464	04/12/17	168.00
	DREXEL BARRELL & CO	00001	894530	275464	04/12/17	7,625.00
	DREXEL BARRELL & CO	00001	894531	275464	04/12/17	1,910.00
	DREXEL BARRELL & CO	00001	894808	275852	04/18/17	1,128.75
	GALLS LLC	00001	894495	275457	04/12/17	102.55
	GALLS LLC	00001	894495	275457	04/12/17	1,051.18
	GALLS LLC	00001	894496	275457	04/12/17	572.48
	GALLS LLC	00001	894498	275457	04/12/17	134.79
	GALLS LLC	00001	894500	275457	04/12/17	103.00
	GALLS LLC	00001	894502	275457	04/12/17	255.26
	GALLS LLC	00001	894503	275457	04/12/17	406.08
	GALLS LLC	00001	894503	275457	04/12/17	275.04
	GALLS LLC	00001	894503	275457	04/12/17	168.36
	GALLS LLC	00001	894504	275457	04/12/17	181.92
	GALLS LLC	00001	894504	275457	04/12/17	91.68
	GALLS LLC	00001	894504	275457	04/12/17	50.01
	GALLS LLC	00001	894504	275457	04/12/17	2,981.11
	GALLS LLC	00001	894504	275457	04/12/17	37.12
	GALLS LLC	00001	894504	275457	04/12/17	76.68
	GOLDMAN ROBBINS NICHOLSON & MA	00001	894791	275852	04/18/17	795.00
	HARDING INSTRUMENT CO LTD	00001	894669	275676	04/14/17	1,359.96
	IDEXX DISTRIBUTION INC	00001	894702	275739	04/17/17	182.85
	INTERVENTION COMMUNITY CORRECT	00001	894803	275852	04/18/17	1,078.00
	INTERVENTION COMMUNITY CORRECT	00001	894804	275852	04/18/17	3,535.56
	INTERVENTION COMMUNITY CORRECT	00001	894805	275852	04/18/17	1,178.52
	INTERVENTION COMMUNITY CORRECT	00001	894806	275852	04/18/17	2,357.04
	LARIMER COUNTY COMMUNITY CORRE	00001	894691	275739	04/17/17	121.55
	LARIMER COUNTY COMMUNITY CORRE	00001	894692	275739	04/17/17	126.27

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>
	LARIMER COUNTY COMMUNITY CORRE	00001	894694	275739	04/17/17	1,178.52
	LOPEZ MARCUS	00001	894682	275676	04/14/17	368.00
	METRO NORTH LTD	00001	894913	275969	04/19/17	963.07
	METRO NORTH LTD	00001	894914	275969	04/19/17	963.07
	MURPHY RICK	00001	894870	275900	04/18/17	4,752.09
	MWI VETERINARY SUPPLY CO	00001	894703	275739	04/17/17	278.00
	MWI VETERINARY SUPPLY CO	00001	894704	275739	04/17/17	337.93
	MWI VETERINARY SUPPLY CO	00001	894705	275739	04/17/17	18.92
	MWI VETERINARY SUPPLY CO	00001	894706	275739	04/17/17	1,040.55
	MWI VETERINARY SUPPLY CO	00001	894707	275739	04/17/17	25.37
	NEVE'S UNIFORMS INC	00001	894505	275457	04/12/17	140.85
	NEVE'S UNIFORMS INC	00001	894506	275457	04/12/17	272.80
	NEVE'S UNIFORMS INC	00001	894507	275457	04/12/17	534.90
	NORCHEM DRUG TESTING LABORATOR	00001	894508	275457	04/12/17	61.20
	OLD VINE PINNACLE ASSOCIATES	00001	894916	275969	04/19/17	800.00
	OLD VINE PINNACLE ASSOCIATES	00001	894917	275969	04/19/17	800.00
	PIN BUSINESS NETWORK	00001	894689	275739	04/17/17	17,397.00
	PLANET TECHNOLOGIES INC	00001	894525	275464	04/12/17	924.00
	PLANTE & MORAN PLLC	00001	894911	275969	04/19/17	42,500.00
	RECRUITING.COM	00001	894793	275852	04/18/17	255.00
	RECRUITING.COM	00001	894793	275852	04/18/17	255.00
	RECRUITING.COM	00001	894794	275852	04/18/17	125.00
	RECRUITING.COM	00001	894794	275852	04/18/17	125.00
	ROSS SHIRLEY M	00001	894685	275676	04/14/17	1,084.50
	SHI INTERNATIONAL CORP	00001	894907	275969	04/19/17	40,922.40
	SPECTRA CONTRACT FLOORING SERV	00001	894936	275969	04/19/17	2,100.00
	STANLEY CONVERGENT SECURITY S	00001	894940	275969	04/19/17	3,960.00
	STATE OF COLORADO	00001	894711	275739	04/17/17	11,766.65
	STATE OF COLORADO	00001	894712	275739	04/17/17	13,413.31
	SYSTEMS GROUP	00001	894933	275969	04/19/17	300.00
	SYSTEMS GROUP	00001	894935	275969	04/19/17	200.00
	TIME TO CHANGE	00001	894713	275739	04/17/17	1,262.70
	TIME TO CHANGE	00001	894714	275739	04/17/17	1,178.52
	TIME TO CHANGE	00001	894715	275739	04/17/17	6,258.55
	TIME TO CHANGE	00001	894716	275739	04/17/17	261.80
	TIME TO CHANGE	00001	894717	275739	04/17/17	83,843.28

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>
	TIME TO CHANGE	00001	894718	275739	04/17/17	1,178.52
	TIME TO CHANGE	00001	894719	275739	04/17/17	84,306.27
	TIME TO CHANGE	00001	894720	275739	04/17/17	19,845.45
	TIME TO CHANGE	00001	894721	275739	04/17/17	17,139.99
	TIME TO CHANGE	00001	894722	275739	04/17/17	69,522.86
	TIME TO CHANGE	00001	894723	275739	04/17/17	7,163.46
	TIME TO CHANGE	00001	894723	275739	04/17/17	22,671.62
	TOSHIBA FINANCIAL SERVICES	00001	894871	275900	04/18/17	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	894871	275900	04/18/17	1,278.28
	TOSHIBA FINANCIAL SERVICES	00001	894871	275900	04/18/17	187.44
	TOSHIBA FINANCIAL SERVICES	00001	894871	275900	04/18/17	1,050.52
	WRIGHTWAY INDUSTRIES INC	00001	894699	275739	04/17/17	241.95
	ZAYO GROUP HOLDINGS INC	00001	894909	275969	04/19/17	1,975.00
					Account Total	<u>833,646.37</u>
					Department Total	<u><u>833,963.37</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	894777	275781	04/17/17	3,390.56
	UNITED POWER (UNION REA)	00005	894779	275781	04/17/17	513.64
	UNITED POWER (UNION REA)	00005	894780	275781	04/17/17	130.95
	UNITED POWER (UNION REA)	00005	894781	275781	04/17/17	3,999.43
	UNITED POWER (UNION REA)	00005	894781	275781	04/17/17	220.22
	XCEL ENERGY	00005	894782	275781	04/17/17	475.07
					Account Total	8,729.87
	Grounds Maintenance					
	GOLF & SPORT SOLUTIONS	00005	894770	275781	04/17/17	2,064.54
	GRAINGER	00005	894771	275781	04/17/17	9.28
	L L JOHNSON DIST	00005	894773	275781	04/17/17	205.00
	ROCKY MTN PUP & CONTROLS LLC	00005	894776	275781	04/17/17	1,295.85
					Account Total	3,574.67
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	894769	275781	04/17/17	40.47
					Account Total	40.47
	Vehicle Parts & Supplies					
	POTESTIO BROTHER EQUIPMENT	00005	894774	275781	04/17/17	587.28
	POTESTIO BROTHER EQUIPMENT	00005	894775	275781	04/17/17	610.14
					Account Total	1,197.42
					Department Total	13,542.43

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	894778	275781	04/17/17	277.81
	UNITED POWER (UNION REA)	00005	894781	275781	04/17/17	2,573.80
	XCEL ENERGY	00005	894782	275781	04/17/17	529.05
					Account Total	3,380.66
	Minor Equipment					
	MASEK GOLF CAR COMPANY	00005	894772	275781	04/17/17	86,816.80
					Account Total	86,816.80
					Department Total	90,197.46

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	JUSTICE BENEFITS INC	00001	894877	275903	04/18/17	792.00
					Account Total	792.00
	Printing External					
	TIARA PRINTING INC	00001	894140	275065	04/06/17	53.15
					Account Total	53.15
	Special Events					
	AWARDS USA INC	00001	894210	275166	04/07/17	435.60
					Account Total	435.60
					Department Total	1,280.75

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					
	SECURE HORIZONS	00001	894539	275467	04/12/17	1,450.00
					Account Total	1,450.00
	Mileage Reimbursements					
	HUNT AMANDA	00001	894788	275790	04/17/17	60.99
	LIPSEY SEAN	00001	894817	275860	04/18/17	139.42
					Account Total	200.41
	Tuition Reimbursement					
	SCHOLL KRYSTI	00001	894789	275790	04/17/17	2,000.00
	WISNER LORI	00001	894790	275790	04/17/17	945.00
					Account Total	2,945.00
					Department Total	4,595.41

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>
	Building Rental					
	WESTMINSTER PRESBYTERIAN CHURC	00031	894843	275866	04/18/17	2,095.40
	WESTMINSTER PUBLIC SCHOOLS	00031	894844	275866	04/18/17	2,177.76
					Account Total	4,273.16
	Education & Training					
	PACKER LYNISE	00031	894837	275866	04/18/17	231.00
	RODRIGUEZ JAMIE	00031	894872	275866	04/18/17	15.00
					Account Total	246.00
	Licenses and Fees					
	COLO DEPT OF HUMAN SERVICES	00031	894841	275866	04/18/17	134.00
					Account Total	134.00
	Medical Services					
	COLO OCCUPATIONAL MEDICINE PHY	00031	894833	275866	04/18/17	25.00
					Account Total	25.00
	Mileage Reimbursements					
	BLEA LAURIE	00031	894829	275866	04/18/17	28.89
	BLEA LAURIE	00031	894830	275866	04/18/17	16.05
	BRAGGS- JONES SHONDRELA	00031	894831	275866	04/18/17	126.26
	HAGER MICHAEL	00031	894834	275866	04/18/17	46.55
	LUJAN MONICA	00031	894835	275866	04/18/17	60.99
	RAMIREZ SUSANA	00031	894838	275866	04/18/17	66.88
	REED ALMA	00031	894839	275866	04/18/17	47.62
	REED ALMA	00031	894840	275866	04/18/17	51.36
	STEELMAN MARU E	00031	894842	275866	04/18/17	79.18
					Account Total	523.78
	Other Professional Serv					
	COLO BUREAU OF INVESTIGATION	00031	894832	275866	04/18/17	39.50
	ORKIN PEST CONTROL	00031	894836	275866	04/18/17	83.80
					Account Total	123.30
					Department Total	5,325.24

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	894784	275790	04/17/17	930.00
	ADVANCED URGENT CARE AND OCC M	00019	894785	275790	04/17/17	280.00
	ADVANCED URGENT CARE AND OCC M	00019	894786	275790	04/17/17	80.00
	COLO OCCUPATIONAL MEDICINE PHY	00019	894787	275790	04/17/17	935.00
					Account Total	2,225.00
					Department Total	2,225.00

County of Adams
Vendor Payment Report

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	894744	275748	04/17/17	50.43
					Account Total	50.43
	Insurance Premiums					
	UNITED HEALTHCARE	00019	894744	275748	04/17/17	79.75
					Account Total	79.75
					Department Total	<u>130.18</u>

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	894744	275748	04/17/17	<u>50.43</u>
					Account Total	<u>50.43</u>
	Insurance Premiums					
	UNITED HEALTHCARE	00019	894744	275748	04/17/17	<u>79.75</u>
					Account Total	<u>79.75</u>
					Department Total	<u><u>130.18</u></u>

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					
	JUDICIAL ARBITER GROUP INC	00019	894759	275770	04/17/17	4,000.00
	LEONARD KELLY K	00019	894698	275739	04/17/17	269.70
	LONGMONT FORD	00019	894524	275464	04/12/17	1,380.85
	MAJOR ADJUSTING CO	00019	894905	275969	04/19/17	120.00
	NATHAN DUMM & MAYER PC	00019	894792	275852	04/18/17	8,036.14
					Account Total	13,806.69
	Retiree Med - Pacificare					
	SECURE HORIZONS	00019	894538	275467	04/12/17	15,895.23
					Account Total	15,895.23
					Department Total	29,701.92

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>
	Administration Fee					
	DELTA DENTAL PLAN OF COLO	00019	894742	275748	04/17/17	96.20
					Account Total	96.20
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	894536	275467	04/12/17	10,175.28
	DELTA DENTAL PLAN OF COLO	00019	894743	275748	04/17/17	212.80
					Account Total	10,388.08
					Department Total	<u>10,484.28</u>

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	General Liab - Other than Prop					
	VIORST LAW OFFICES PC	00019	894737	275744	04/17/17	<u>15,000.00</u>
					Account Total	<u>15,000.00</u>
					Department Total	<u><u>15,000.00</u></u>

County of Adams
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	894741	275748	04/17/17	<u>1.27</u>
					Account Total	<u>1.27</u>
					Department Total	<u><u>1.27</u></u>

County of Adams
Vendor Payment Report

<u>1061</u>	<u>IT Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	CGAIT	00001	894463	275441	04/12/17	<u>2,750.00</u>
					Account Total	<u>2,750.00</u>
					Department Total	<u><u>2,750.00</u></u>

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	KNS COMMUNICATIONS CONSULTANTS	00001	894459	275441	04/12/17	668.26
					Account Total	668.26
	ISP Services					
	COMCAST BUSINESS	00001	894314	275243	04/10/17	1,700.00
					Account Total	1,700.00
	Other Professional Serv					
	COMMUNICATION CONSTRUCTION & E	00001	894460	275441	04/12/17	2,330.00
	UTILITY NOTIFICATION CENTER OF	00001	894461	275441	04/12/17	226.20
	UTILITY NOTIFICATION CENTER OF	00001	894462	275441	04/12/17	263.90
					Account Total	2,820.10
	Telephone					
	TDS TELECOM	00001	894534	275467	04/12/17	836.69
					Account Total	836.69
					Department Total	<u>6,025.05</u>

County of Adams
Vendor Payment Report

<u>1019</u>	<u>Mailroom & Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	TRACY NANCY M	00001	895053	276059	04/20/17	174.45
					Account Total	174.45
	Postage & Freight					
	PITNEY BOWES	00001	894862	275875	04/18/17	968.93
	PITNEY BOWES PURCHASE POWER	00001	894850	275875	04/18/17	89.81
					Account Total	1,058.74
					Department Total	1,233.19

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>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	894362	275339	04/11/17	97.10
					Account Total	97.10
					Department Total	97.10

County of Adams
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DESIGN WORKSHOP	00027	894904	275969	04/19/17	11,247.01
	DREXEL BARRELL & CO	00027	894529	275464	04/12/17	4,528.04
	WENK ASSOCIATES INC	00027	894795	275852	04/18/17	23,423.21
					Account Total	<u>39,198.26</u>
					Department Total	<u><u>39,198.26</u></u>

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	BC&E LLC	00001	894990	276036	04/20/17	2,000.00
	C & R ELECTRICAL CONTRACTORS I	00001	894857	275875	04/18/17	1,236.98
	DISCOUNT PLUMBING SERVICES INC	00001	894861	275875	04/18/17	2,849.04
					Account Total	6,086.02
	Maintenance Contracts					
	AAA PEST PROS	00001	894864	275875	04/18/17	395.00
					Account Total	395.00
					Department Total	6,481.02

County of Adams
Vendor Payment Report

<u>9250</u>	<u>Performance & Innovation</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	KITTLE NICK T	00001	894736	275744	04/17/17	<u>166.50</u>
					Account Total	<u>166.50</u>
					Department Total	<u><u>166.50</u></u>

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>
	Mileage Reimbursements					
	MCDOWELL SHANNON	00001	894313	275238	04/10/17	157.56
					Account Total	157.56
	Operating Supplies					
	DEEP ROCK WATER	00001	894288	275230	04/10/17	24.99
					Account Total	24.99
					Department Total	182.55

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>
	Queen Pageant Expense					
	SIR SPEEDY	00001	894291	275230	04/10/17	<u>114.00</u>
					Account Total	<u>114.00</u>
					Department Total	<u><u>114.00</u></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	894295	275230	04/10/17	195.02
	UNITED POWER (UNION REA)	00001	894296	275230	04/10/17	42.21
	UNITED POWER (UNION REA)	00001	895045	276059	04/20/17	43.22
	UNITED POWER (UNION REA)	00001	895046	276059	04/20/17	203.12
					Account Total	483.57
	Maintenance Contracts					
	UNDERWATER REPAIR SPECIALISTS	00001	894361	275339	04/11/17	265.00
					Account Total	265.00
	Water/Sewer/Sanitation					
	CULLIGAN	00001	894360	275339	04/11/17	205.75
	REPUBLIC SERVICES #535	00001	894359	275338	04/11/17	2,220.00
					Account Total	2,425.75
					Department Total	3,174.32

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>
	Building Repair & Maint					
	PEOPLE READY INC	00001	894584	275535	04/13/17	385.77
	PEOPLE READY INC	00001	894585	275535	04/13/17	1,258.35
					Account Total	1,644.12
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	894292	275230	04/10/17	44.34
	UNITED POWER (UNION REA)	00001	894293	275230	04/10/17	874.04
					Account Total	918.38
	Mileage Reimbursements					
	CARLSON KURT A	00001	894312	275238	04/10/17	188.05
					Account Total	188.05
					Department Total	2,750.55

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	894294	275230	04/10/17	30.00
	XCEL ENERGY	00001	894363	275339	04/11/17	60.06
	XCEL ENERGY	00001	894587	275535	04/13/17	174.24
	XCEL ENERGY	00001	894588	275535	04/13/17	10.96
	XCEL ENERGY	00001	894589	275535	04/13/17	147.87
					Account Total	423.13
	Water/Sewer/Sanitation					
	DEEP ROCK WATER	00001	894289	275230	04/10/17	33.21
	NORTH PECOS WATER & SANITATION	00001	894290	275230	04/10/17	155.16
	REPUBLIC SERVICES #535	00001	894359	275338	04/11/17	130.00
	REPUBLIC SERVICES #535	00001	894586	275535	04/13/17	230.00
					Account Total	548.37
					Department Total	971.50

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					
	BUZEK, VINCE	00001	894763	275780	04/17/17	65.00
	DEMAREST ARCHIE	00001	894768	275780	04/17/17	65.00
	GARNER, ROSIE	00001	894762	275780	04/17/17	65.00
	HERRERA, AARON	00001	894767	275780	04/17/17	65.00
	MOSKO STEW	00001	894764	275780	04/17/17	65.00
	RICHARDSON SHARON	00001	894761	275780	04/17/17	65.00
	THOMPSON GREGORY PAUL	00001	894765	275780	04/17/17	65.00
	WALLACE ZACKARY	00001	894766	275780	04/17/17	65.00
					Account Total	520.00
					Department Total	520.00

County of Adams
Vendor Payment Report

<u>1082</u>	<u>PLN- Development Review</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	BARNES JULIUS	00001	894811	275860	04/18/17	314.00
	KRAICH ADAM	00001	894970	275972	04/19/17	46.00
	LAMERE CHRISTOPHER	00001	894814	275860	04/18/17	46.00
	LARUE CHRISTOPHER	00001	894810	275860	04/18/17	314.00
	RUTTER JENNIFER	00001	894813	275860	04/18/17	46.00
					Account Total	766.00
					Department Total	766.00

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	894537	275467	04/12/17	<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					
	CIANCIO CIANCIO BROWN PC	00013	894745	275753	04/17/17	8,260.00
	HAMRE, RODRIQUEZ, OSTRANDER &	00013	894902	275969	04/19/17	61,303.43
					Account Total	69,563.43
					Department Total	69,563.43

County of Adams
Vendor Payment Report

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	894874	275903	04/18/17	25,770.00
					Account Total	25,770.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	894875	275903	04/18/17	2,242.00
					Account Total	2,242.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	894876	275903	04/18/17	32,434.00
					Account Total	32,434.00
					Department Total	60,446.00

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					
	NORTH METRO FIRE RESCUE	00001	894881	275901	04/18/17	1,100.00
	NORTH METRO FIRE RESCUE	00001	894882	275901	04/18/17	1,200.00
					Account Total	<u>2,300.00</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	894659	275668	04/14/17	110.00
					Account Total	<u>110.00</u>
					Department Total	<u><u>2,410.00</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>
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	894657	275668	04/14/17	40.00
	COPYCO QUALITY PRINTING INC	00001	894661	275668	04/14/17	35.00
					Account Total	<u>75.00</u>
					Department Total	<u><u>75.00</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>
	Postage & Freight					
	PURCHASE POWER	00001	894883	275901	04/18/17	300.00
					Account Total	300.00
	Sheriff's Fees					
	MORRIS TIMOTHY GUY	00001	894878	275903	04/18/17	66.00
	OSWEGO COURTWAY APARTMENTS	00001	894730	275744	04/17/17	66.00
					Account Total	132.00
					Department Total	432.00

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>
	Operating Supplies					
	RTD	00001	894994	276041	04/20/17	<u>21.15</u>
					Account Total	<u>21.15</u>
					Department Total	<u><u>21.15</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	894641	275668	04/14/17	15.57
	ROWLAND CLAUDIA	00001	894664	275668	04/14/17	16.59
	SCHIMPF SARA	00001	894665	275668	04/14/17	7.49
					Account Total	<u>39.65</u>
					Department Total	<u><u>39.65</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					
	MCGREGOR CASSIE A	00001	894886	275901	04/18/17	127.36
					Account Total	127.36
	Operating Supplies					
	ADAMS COUNTY DETENTION FACILIT	00001	894640	275668	04/14/17	12.52
					Account Total	12.52
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	894642	275668	04/14/17	70.00
	COPYCO QUALITY PRINTING INC	00001	894643	275668	04/14/17	52.50
	COPYCO QUALITY PRINTING INC	00001	894654	275668	04/14/17	17.50
	COPYCO QUALITY PRINTING INC	00001	894655	275668	04/14/17	1,250.00
	COPYCO QUALITY PRINTING INC	00001	894658	275668	04/14/17	17.50
	COPYCO QUALITY PRINTING INC	00001	894661	275668	04/14/17	87.50
					Account Total	1,495.00
					Department Total	1,634.88

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	NORTHGLENN AMBULANCE	00001	894663	275668	04/14/17	201.67
					Account Total	201.67
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	894662	275668	04/14/17	25.35
					Account Total	25.35
	Printing External					
	COLO CORRECTIONAL INDUSTRIES	00001	894879	275901	04/18/17	260.00
	COPYCO QUALITY PRINTING INC	00001	894656	275668	04/14/17	120.00
	COPYCO QUALITY PRINTING INC	00001	894660	275668	04/14/17	40.00
					Account Total	420.00
					Department Total	647.02

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>
	Traffic Fines					
	COOPER CHRISTOPHER PENN	00001	894880	275901	04/18/17	2.00
	ROACH CHRISTOPHER ROLAND	00001	894884	275901	04/18/17	10.00
	WHITE BRIAN KEITH	00001	894885	275901	04/18/17	6.00
					Account Total	<u>18.00</u>
					Department Total	<u><u>18.00</u></u>

County of Adams
Vendor Payment Report

<u>9291</u>	<u>Veterans Service Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SHEETZ ROBERT J	00001	894809	275860	04/18/17	<u>105.93</u>
					Account Total	<u>105.93</u>
					Department Total	<u><u>105.93</u></u>

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00035	894892	275959	04/19/17	11.50
	COPYCO QUALITY PRINTING INC	00035	894893	275959	04/19/17	11.50
					Account Total	<u>23.00</u>
					Department Total	<u><u>23.00</u></u>

County of Adams
Vendor Payment Report

<u>4400</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00044	894477	275447	04/12/17	145.00
	COLO ANALYTICAL LABORATORY	00044	894478	275447	04/12/17	26.00
	COLO ANALYTICAL LABORATORY	00044	894866	275887	04/18/17	23.00
					Account Total	194.00
	Other Professional Serv					
	RAMEY ENVIRONMENTAL COMPLIANCE	00044	894622	275447	04/12/17	200.00
					Account Total	200.00
					Department Total	394.00

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	LOPEZ CLAUDIA	00035	894452	275435	04/12/17	175.00
	MARTINEZ RUBEN SOLORIO	00035	894454	275435	04/12/17	175.00
	ORTEGA SAMANTHA	00035	894453	275435	04/12/17	100.00
	VELASQUEZ DESIRAE	00035	894455	275435	04/12/17	100.00
					Account Total	550.00
					Department Total	550.00

County of Adams
Vendor Payment Report

Grand Total 2,650,630.22

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, APRIL 25, 2017**

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:09 AM)

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

Motion to Approve 3. MOTION TO APPROVE AGENDA with pulling item number 7A4 off of the agenda Moved by Mary Hodge, seconded by Charles "Chaz" Tedesco, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:09 AM)

5. PUBLIC COMMENT (09:10 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 (09:10 AM)

A. 17-307 List of Expenditures Under the Dates of April 7-12, 2017

B. 17-325 Minutes of the Commissioners' Proceedings from April 18, 2017

C. 17-261 Resolution Approving an Easement from Adams County to Brighton School District 27J for Construction and Maintenance of Storm Water Drainage Facilities

D. 17-262 Resolution Approving a Temporary Construction Easement from Adams County to Brighton School District 27J for Construction of Roadway and Storm Water Drainage Facilities

E. 17-282 Resolution Approving Development Agreement for School District 27J High School No. 3

F. 17-291 Resolution Approving an Easement from Adams County to Brighton School District 27J for Construction and Maintenance of Storm Water Drainage Facilities

G. 17-297 Resolution to Adopt and Record 2016 Official Zoning Maps for Unincorporated Adams County, Colorado

Motion to Approve 6. CONSENT CALENDAR Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

7. NEW BUSINESS (09:10 AM)

A. COUNTY MANAGER (09:10 AM)

1. 17-267 Resolution Authorizing First Supplemental Appropriations to the 2017 Adams County Government Budget (09:10 AM)

- Motion to Approve 1. 17-267 Resolution Authorizing First Supplemental Appropriations to the 2017 Adams County Government Budget Moved by Steve O'Dorisio, seconded by Mary Hodge, passed with a roll call vote 4:1.**
2. 17-296 Resolution Approving Agreement for Vehicle Use between Adams County and Time to Change, Inc. (09:14 AM)
Motion to Approve 2. 17-296 Resolution Approving Agreement for Vehicle Use between Adams County and Time to Change, Inc. Moved by Steve O'Dorisio, seconded by Mary Hodge, passed with a roll call vote 4:1.
3. 17-231 Resolution Approving Amendment One to Agreement between Adams County and Neon Rain Interactive, LLC for Additional Work on the County Website Redesign (09:20 AM)
Motion to Approve 3. 17-231 Resolution Approving Amendment One to Agreement between Adams County and Neon Rain Interactive, LLC for Additional Work on the County Website Redesign Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.
4. 17-244 Resolution Approving Amendment Two to Agreement between Adams County and Socrata, Inc., for the Renewal of a Performance Management Reporting Software System
This item was pulled from the agenda
5. 17-293 Resolution Approving Change Order One to an Agreement between Adams County And Roche Constructors, Inc., for the Construction of the Adams County Detention Facility Mental Health Unit (09:22 AM)
Motion to Approve Moving 5. 17-293 Resolution Approving Change Order One to an Agreement between Adams County And Roche Constructors, Inc., for the Construction of the Adams County Detention Facility Mental Health Unit to a future public hearing and to hold a study session to discuss Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.
6. 17-290 Resolution Approving the Second Amendment to the Agreement between Adams County and Vector Disease Control International for Mosquito Control Services (09:32 AM)
Motion to Approve 6. 17-290 Resolution Approving the Second Amendment to the Agreement between Adams County and Vector Disease Control International for Mosquito Control Services Moved by Mary Hodge, seconded by Erik Hansen, unanimously carried.
7. 17-298 Resolution Approving Amendment One to the Agreement between Adams County and Grounds Services Company for Blight Violation Abatement Services (09:34 AM)
Motion to Approve 7. 17-298 Resolution Approving Amendment One to the Agreement between Adams County and Grounds Services Company for Blight Violation Abatement Services Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.
8. 17-304 Resolution Adopting the Alternate Property Tax Appeal Calendar and Procedures for Tax Year 2017 as Permitted by C.R.S. § 39-5-122.7 (09:35 AM)
Motion to Approve 8. 17-304 Resolution Adopting the Alternate Property Tax Appeal Calendar and Procedures for Tax Year 2017 as Permitted by C.R.S. § 39-5-122.7 Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.
9. 17-269 Resolution Approving Amendment One to the Agreement between Adams County and Shiloh House to Provide Sexual Abuse Treatment Services for the Adams County Human Services Department (09:44 AM)
Motion to Approve 9. 17-269 Resolution Approving Amendment One to the Agreement between Adams County and Shiloh House to Provide Sexual Abuse Treatment Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.
10. 17-270 Resolution Approving Amendment One to the Agreement between Adams County and Savio House to Provide Sexual Abuse Treatment Services for the Adams County Human Services Department

Motion to Approve 10. 17-270 Resolution Approving Amendment One to the Agreement between Adams County and Savio House to Provide Sexual Abuse Treatment Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

11. 17-271 Resolution Approving Amendment One to the Agreement between Adams County and Shiloh House to Provide Life Skills Services for the Adams County Human Services Department

Motion to Approve 11. 17-271 Resolution Approving Amendment One to the Agreement between Adams County and Shiloh House to Provide Life Skills Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

12. 17-272 Resolution Approving Amendment One to the Agreement between Adams County and Savio House to Provide Life Skills Services for the Adams County Human Services Department

Motion to Approve 12. 17-272 Resolution Approving Amendment One to the Agreement between Adams County and Savio House to Provide Life Skills Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

13. 17-273 Resolution Approving Amendment One to the Agreement between Adams County and the Hope Initiative to Provide Life Skills Services for the Adams County Human Services Department

Motion to Approve 13. 17-273 Resolution Approving Amendment One to the Agreement between Adams County and the Hope Initiative to Provide Life Skills Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

14. 17-274 Resolution Approving Amendment One to the Agreement between Adams County and Savio House to Provide Substance Abuse Treatment Services for the Adams County Human Services Department

Motion to Approve 14. 17-274 Resolution Approving Amendment One to the Agreement between Adams County and Savio House to Provide Substance Abuse Treatment Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

15. 17-275 Resolution Approving Amendment One to the Agreement between Adams County and Life Support to Provide Substance Abuse Treatment Services for the Adams County Human Services Department

Motion to Approve 15. 17-275 Resolution Approving Amendment One to the Agreement between Adams County and Life Support to Provide Substance Abuse Treatment Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

16. 17-276 Resolution Approving Amendment One to the Agreement between Adams County and Developmental Disability Consultants to Provide Home-Based Intervention Services for the Adams County Human Services Department

Motion to Approve 16. 17-276 Resolution Approving Amendment One to the Agreement between Adams County and Developmental Disability Consultants to Provide Home-Based Intervention Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

17. 17-277 Resolution Approving Amendment One to the Agreement between Adams County and Lifelong to Provide Home-Based Intervention Services for the Adams County Human Services Department

Motion to Approve 17. 17-277 Resolution Approving Amendment One to the Agreement between Adams County and Lifelong to Provide Home-Based Intervention Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

18. 17-278 Resolution Approving Amendment One to the Agreement between Adams County

and Youth Advocate Program to Provide Home-Based Intervention Services for the Adams County Human Services Department

Motion to Approve 18. 17-278 Resolution Approving Amendment One to the Agreement between Adams County and Youth Advocate Program to Provide Home-Based Intervention Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

19.17-279 Resolution Approving Amendment Two to the Agreement between Adams County and Family Tree to Provide Home-Based Intervention Services for the Adams County Human Services Department

Motion to Approve 19. 17-279 Resolution Approving Amendment Two to the Agreement between Adams County and Family Tree to Provide Home-Based Intervention Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

20.17-280 Resolution Approving Amendment One to the Agreement between Adams County and Synergy to Provide Home-Based Intervention Services for the Adams County Human Services Department

Motion to Approve 20. 17-280 Resolution Approving Amendment One to the Agreement between Adams County and Synergy to Provide Home-Based Intervention Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

21.17-281 Resolution Approving Amendment One to the Agreement between Adams County and Savio House to Provide Home-Based Intervention Services for the Adams County Human Services Department

Motion to Approve 21. 17-281 Resolution Approving Amendment One to the Agreement between Adams County and Savio House to Provide Home-Based Intervention Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

22.17-283 Resolution Approving Amendment Two to the Agreement between Adams County and Colorado Boys Ranch to Provide Home-Based Intervention Services for the Adams County Human Services Department

Motion to Approve 22. 17-283 Resolution Approving Amendment Two to the Agreement between Adams County and Colorado Boys Ranch to Provide Home-Based Intervention Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

23.17-284 Resolution Approving Amendment One to the Agreement between Adams County and Denver Area Youth to Provide Home-Based Intervention Services for the Adams County Human Services Department

Motion to Approve 23. 17-284 Resolution Approving Amendment One to the Agreement between Adams County and Denver Area Youth to Provide Home-Based Intervention Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

24.17-285 Resolution Approving Amendment One to the Agreement between Adams County and Maple Star Colorado to Provide Home-Based Intervention Services for the Adams County Human Services Department

Motion to Approve 24. 17-285 Resolution Approving Amendment One to the Agreement between Adams County and Maple Star Colorado to Provide Home-Based Intervention Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

25.17-286 Resolution Approving Amendment One to the Agreement between Adams County and the Griffith Center to Provide Visitation Services for the Adams County Human Services Department

Motion to Approve 25. 17-286 Resolution Approving Amendment One to the Agreement between Adams County and the Griffith Center to Provide Visitation Services for the

- Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.**
- 26.17-287 Resolution Approving Amendment One to the Agreement between Adams County and Maple Star Colorado to Provide Visitation Services for the Adams County Human Services Department
Motion to Approve 26. 17-287 Resolution Approving Amendment One to the Agreement between Adams County and Maple Star Colorado to Provide Visitation Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.
- 27.17-288 Resolution Approving Amendment One to the Agreement between Adams County and Colorado Boys Ranch to Provide Visitation Services for the Adams County Human Services Department
Motion to Approve 27. 17-288 Resolution Approving Amendment One to the Agreement between Adams County and Colorado Boys Ranch to Provide Visitation Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.
- 28.17-289 Resolution Approving Amendment Two to the Agreement between Adams County and Shiloh House to Provide Visitation Services for the Adams County Human Services Department
Motion to Approve 28. 17-289 Resolution Approving Amendment Two to the Agreement between Adams County and Shiloh House to Provide Visitation Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.
- 29.17-299 Resolution Approving Amendment One to the Agreement between Adams County and Maple Star Colorado to Provide Removal Prevention Services for the Adams County Human Services Department
Motion to Approve 29. 17-299 Resolution Approving Amendment One to the Agreement between Adams County and Maple Star Colorado to Provide Removal Prevention Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.
- 30.17-300 Resolution Approving Amendment One between Adams County and Shiloh House, Inc., to Provide Guaranteed Beds, Shelter Care and Residential Care for Children and Youth Funded through the Child Welfare Block Grant
Motion to Approve 30. 17-300 Resolution Approving Amendment One between Adams County and Shiloh House, Inc., to Provide Guaranteed Beds, Shelter Care and Residential Care for Children and Youth Funded through the Child Welfare Block Grant Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.
- 31.17-301 Resolution Approving Amendment One to the Agreement between Adams County and Maple Star Colorado to Provide Domestic Violence Services for the Adams County Human Services Department
Motion to Approve 31. 17-301 Resolution Approving Amendment One to the Agreement between Adams County and Maple Star Colorado to Provide Domestic Violence Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.
- 32.17-314 Resolution Awarding a Property-Equipment Breakdown Insurance Policy to Lexington Insurance Company for Property-Equipment Breakdown Insurance (09:47 AM)
Motion to Approve 32. 17-314 Resolution Awarding a Property-Equipment Breakdown Insurance Policy to Lexington Insurance Company for Property-Equipment Breakdown Insurance Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.
- 33.17-315 Resolution Awarding a Public Entity Liability Insurance Policy to Allied World Insurance Company for Public Entity Liability Insurance
Motion to Approve 33. 17-315 Resolution Awarding a Public Entity Liability Insurance Policy to Allied World Insurance Company for Public Entity Liability Insurance

- Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.
- 34.17-317 Resolution Awarding an Airport Operators' Liability Insurance Policy to ACE USA Insurance Company for Airport Operators' Liability Insurance
Motion to Approve 34. 17-317 Resolution Awarding an Airport Operators' Liability Insurance Policy to ACE USA Insurance Company for Airport Operators' Liability Insurance Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.
- 35.17-318 Resolution Awarding an Excess Workers' Compensation Insurance Policy to Midwest Employers Casualty Company for Excess Workers' Compensation Insurance
Motion to Approve 35. 17-318 Resolution Awarding an Excess Workers' Compensation Insurance Policy to Midwest Employers Casualty Company for Excess Workers' Compensation Insurance Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.
- 36.17-319 Resolution Awarding a Bond Policy to Travelers Casualty & Surety Company for Self Insurers Workers' Compensation Bond
Motion to Approve 36. 17-319 Resolution Awarding a Bond Policy to Travelers Casualty & Surety Company for Self Insurers Workers' Compensation Bond Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.
- 37.17-320 Resolution Awarding a Crime Insurance Policy to Hiscox Insurance for Crime Insurance
Motion to Approve 37. 17-320 Resolution Awarding a Crime Insurance Policy to Hiscox Insurance for Crime Insurance Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.
- 38.17-321 Resolution Awarding a Network Security and Privacy Liability Insurance Polity to ACE American Insurance Company for Network Security and Privacy Liability Insurance
Motion to Approve 38. 17-321 Resolution Awarding a Network Security and Privacy Liability Insurance Polity to ACE American Insurance Company for Network Security and Privacy Liability Insurance Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.
- 39.17-316 Resolution Awarding an Underground Storage Tank Insurance Polity to Liberty Surplus Lines Insurance Company for Underground Storage Tank Liability Insurance
Motion to Approve 39. 17-316 Resolution Awarding an Underground Storage Tank Insurance Polity to Liberty Surplus Lines Insurance Company for Underground Storage Tank Liability Insurance Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

B. COUNTY ATTORNEY (09:54 AM)

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 Advising Negotiators Regarding Soper, Brown and Resendiz-Chavero Cases (09:54 AM)
Motion to Approve 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 Advising Negotiators Regarding Soper, Brown and Resendiz-Chavero Cases Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.
9. ADJOURNMENT (09:55 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 2, 2017
SUBJECT: Spring 2017 Open Space Sales Tax Grant Awards
FROM: Nathan Mosley, Parks and Open Space Director, Shannon McDowell, and Renee Petersen
AGENCY/DEPARTMENT: Parks & Open Space
HEARD AT STUDY SESSION ON: April 11, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners award grant funds to projects as recommended by the Open Space Advisory Board.

BACKGROUND:

On February 1, 2017, the Open Space Program received seventeen grant applications, including five passive grant applications, eight active grant applications, and four mini-grant applications. The total amount requested was \$7,198,886, which included \$4,966,661 for passive projects, \$2,216,400 for active projects, and \$15,825 for mini-grants. The total amount available for distribution was \$6,340,683.45.

The Open Space Advisory Board (OSAB) recommended full funding of all of the four mini-grant applications, full funding for one passive application and seven active applications, partial funding for three passive applications and one active application, and zero funding for one passive application. If the Board of County Commissioners follows the OSAB’s recommendations, the fund will carry a zero balance to the next grant cycle. The recommended funding will slightly increase the level of overall active funding from 27.14% to 27.19%.

A detailed list of projects and the recommendation for funding is below.

Applicant	Project	Amount
City of Thornton	Park, Trail & Open Space Map Update	\$2,500
Hyland Hills Park & Recreation District	Clear Creek Valley Park Fishing/Habitat Improvement Project	\$5,000
Barr Lake State Park	Lake Appreciation Day 2017	\$3,325
Adams County	Signage & Wayfinding Program	\$5,000
Bennett Park & Recreation District	Dehumidification Revival	\$180,000

City of Northglenn	Park Property Acquisition	\$252,000
City of Aurora	Norfolk Glen Park Renovation	\$150,000
Adams County	Twin Lakes Park Renovation	\$925,000
City of Northglenn	Outdoor Aquatics Improvements	\$800,000
City of Thornton	Riverdale Ball Field Complex Phase I	\$2,133,589.45
Hyland Hills Park & Recreation District	Clear Creek Valley Park Phase II- Passive	\$954,369
City of Commerce City	Veterans Memorial Park Master Plan	\$50,000
Bennett School District	Bennett Elementary Pre K to 1 School Playground Renovation Project	\$299,400
City of Brighton	Brighton Park Destination Playgrounds	\$363,000
Stargate Charter School	Outdoor Community Space at Stargate Charter School	\$137,500
Town of Bennett	Trupp Park Phase III- Skate & Bike Park	\$80,000
	Total	\$6,340,683.45

The projects recommended for funding were discussed in a study session on April 11, 2017. The Commissioners supported the board's recommendations for funding.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Open Space Advisory Board, Applicants

ATTACHED DOCUMENTS:

Resolution Approving the Award of Open Space Grant Awards

FISCAL IMPACT:

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

Fund: 28
Cost Center: 6202

	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:	8810		6,340,683.45
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>6,340,683.45</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 THE AWARD OF OPEN SPACE GRANT AWARDS AND
GRANT AGREEMENTS ON MAY 2, 2017

Resolution 2017-

WHEREAS, Adams County voters approved an Open Space Sales Tax on November 2, 1999, to be used in accordance with Resolution 99-1; and,

WHEREAS, Resolution 99-1 specifies that the Board of County Commissioners shall appoint an Adams County Open Space Advisory Board to recommend projects to be funded through a grant program using 68% of the Open Space Sales Tax; and,

WHEREAS, the Adams County Open Space Advisory Board has received and reviewed grant applications submitted on February 1, 2017, for tax funds collected in the second half of 2016; and,

WHEREAS, the Adams County Open Space Advisory Board made the following recommendations to the Board of County Commissioners:

Applicant	Project	Amount
City of Thornton	Park, Trail & Open Space Map Update	\$2,500
Hyland Hills Park & Recreation District	Clear Creek Valley Park Fishing/Habitat Improvement Project	\$5,000
Barr Lake State Park	Lake Appreciation Day 2017	\$3,325
Adams County	Signage & Wayfinding Program	\$5,000
Bennett Park & Recreation District	Dehumidification Revival	\$180,000
City of Northglenn	Park Property Acquisition	\$252,000
City of Aurora	Norfolk Glen Park Renovation	\$150,000
Adams County	Twin Lakes Park Renovation	\$925,000
City of Northglenn	Outdoor Aquatics Improvements	\$800,000
City of Thornton	Riverdale Ball Field Complex Phase I	\$2,133,589.45
Hyland Hills Park & Recreation District	Clear Creek Valley Park Phase II- Passive	\$954,369
City of Commerce City	Veterans Memorial Park Master Plan	\$50,000
Bennett School District	Bennett Elementary Pre K to 1 School Playground Renovation Project	\$299,400
City of Brighton	Brighton Park Destination Playgrounds	\$363,000
Stargate Charter School	Outdoor Community Space at Stargate Charter School	\$137,500
Town of Bennett	Trupp Park Phase III- Skate & Bike Park	\$80,000
	Total	\$6,340,683.45

WHEREAS, the Board of County Commissioners has reviewed the recommendations by the Adams County Open Space Advisory Board; and,

WHEREAS, the Board of County Commissioners concurs with the recommendations of the Open Space Advisory Board and desires to award grants in the amounts listed above; and,

WHEREAS, all grant awards are contingent upon the full execution of a Grant Agreement between the Grantee and the County; and,

WHEREAS, the signed Grant Agreement must be received no later than 45 days from the award date.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the above grant awards for projects submitted February 1, 2017, be and hereby are approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said grant agreements on behalf of “Adams County.”

BE IT FURTHER RESOLVED, that the Director of Adams County Parks and Open Space hereby has the authority to sign as “Grantee” for the above grant agreements awarded to Adams County.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 2, 2017
SUBJECT: Intergovernmental agreement with Aurora Public School District for GOCO grant
FROM: Nathan Mosley, Parks and Open Space Director and Shannon McDowell
AGENCY/DEPARTMENT: Parks and Open Space
RECOMMENDED ACTION: That the Board of County Commissioners executes the intergovernmental agreement with Aurora Public Schools to act as the fiscal agent for a Great Outdoors Colorado grant benefitting the Crawford Elementary School.

BACKGROUND:

On November 22, 2016, the Board of County Commissioners approved a resolution to support Aurora Public School District's grant application to Great Outdoors Colorado (GOCO) to renovate a playground at Crawford Elementary School. On March 23, 2017, we received word that the Great Outdoors Colorado Board approved the grant for \$110,000.

In order to accept these funds, there are two agreements required. First is a grant agreement with GOCO. The Chair of the Board of County Commissioners was authorized to sign the grant agreement with GOCO as part of the resolution approved on November 22, 2016. Second, and the subject of this public hearing item, is an intergovernmental agreement with the Aurora Public School District to define each organization's roles and responsibilities for the grant and the project as a whole. According to this agreement, Adams County will serve as a fiscal agent for the grant, taking payment from GOCO and transmitting that payment to Aurora Public School District. The district will bind itself to Adams County to meet all terms of the grant agreement between Adams County and GOCO.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Aurora Public School District, Great Outdoors Colorado

ATTACHED DOCUMENTS:

Resolution
Intergovernmental Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Aurora Public School District will be responsible for paying for this project. Adams County will supervise the submittal of reimbursement documentation to GOCO, receive the funds from GOCO, and remit those funds to the district. There is no net financial impact to Adams County.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN ADAMS COUNTY AND AURORA PUBLIC SCHOOL DISTRICT
TO IMPLEMENT A GREAT OUTDOORS COLORADO SCHOOL PLAY
YARD GRANT

Resolution 2017-

WHEREAS, on November 22, 2016, Adams County agreed to sponsor the Aurora Public School District's grant application to Great Outdoors Colorado (GOCO) to renovate the play yard at Crawford Elementary School; and,

WHEREAS, by agreeing to sponsor this application, Adams County agreed to serve as the applicant and as a grantee if a grant is awarded; and,

WHEREAS, on March 23, 2017, Great Outdoors Colorado awarded Adams County a \$110,000 grant for the Crawford Elementary School Community Playground Renovation Project; and,

WHEREAS, Adams County and Aurora Public School District desire to formalize their cooperation on this project by executing the attached intergovernmental agreement defining each organization's role and responsibility in the implementation of the grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and Aurora Public School District be and hereby is approved.

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

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY,
COLORADO AND AURORA PUBLIC SCHOOL DISTRICT

This Agreement (“Agreement”) is made this _____ day of _____, _____ between Adams County, Colorado, (“County”), and the Aurora Public School District, a public school district of the State of Colorado (the “District”) (collectively “Parties” and individually a “Party”).

I. Recitals

Whereas, the County has applied for and received a grant from Great Outdoors Colorado, (GOCO) for Crawford Elementary School – 1600 Florence Street, Aurora, CO 80010(the “Grant”); and,

Whereas, the District is an ineligible recipient of the Grant and the Parties intend by this Agreement for the County to be the conduit through which the District will receive the benefit of the grant; and,

Whereas, the Grant Agreement is attached to this Agreement as Exhibit A and incorporated herein; and,

Whereas, the District intends to bind itself to the County and perform and be responsible for all of the County’s obligations stated in the Grant Agreement; and,

Whereas, the District intends to convey to the County a limited interest in the real property described in Exhibit B which limited property interest shall be for the purposes of satisfying the terms and conditions of the Grant Agreement.

II. Agreement

1. The County shall use its best efforts to fulfill all the conditions precedent to obtain the grant stated in the Grant Agreement. The District will cooperate with the County and provide all documents necessary for the County to fulfill the conditions precedent. The District further assumes all other County liabilities, and binds itself to the County for all the County’s obligations to GOCO, contained in the Grant Agreement, including, but not limited to, any requirement to annually appropriate funds to maintain the improvements.

2. The County does not assume any obligation to the District to construct, operate, or maintain the improvements contemplated by the grant.

3. Unless a claim by GOCO arises out of the negligence or other wrongful act of the County, the District shall be responsible to the County for any claim under the Grant Agreement, in the same manner and extent as the County may be responsible to GOCO.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY,
COLORADO AND AURORA PUBLIC SCHOOL DISTRICT

4. The District shall operate and maintain the improvements contemplated by the Grant Agreement, in accordance with established District policy for playground maintenance. The District shall, to the extent allowed by law, indemnify County for any claim for personal injuries, property damage or wrongful death asserted as a result of the construction, operation, maintenance, or use of the improvements contemplated by the Grant Agreement. Nothing in this Agreement is intended to waive the parties' protections as set forth in the Colorado Governmental Immunity Act.

5. By executing this Agreement the Parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation. Funds for the improvements shall come solely from the Grant Agreement, and nothing in this Agreement is intended, nor shall be construed as, an obligation for the County to provide funding for the improvements other than from Grant Agreement funds.

6. This Agreement does not create any rights in any individual not a party to this agreement.

7. This document, including all exhibits, shall constitute the entire agreement of the Parties.

8. The District hereby grants to the County a limited license in, and right of entry to, the property described in Exhibit B for the purposes stated in the Grant Agreement, Exhibit A, and for no other purpose. Such license and right of entry shall be exercised only in the event the District has failed to comply with the requirements of the Grant Agreement and shall include all rights reasonably necessary, as determined by the County, for the County to enter upon the property and perform its obligations to GOCO under the Grant Agreement. This right includes the ability of the County to use its employees, agents or outside contractors. This license and right of entry further includes the right to enter upon the property with any equipment or vehicles.

9. This Agreement, including the limited right of entry and license, shall terminate simultaneously with the termination of all County obligations under the Grant Agreement.

10. Payment of grant funds shall be made in accordance with GOCO's reimbursement policy. Payment(s) shall be remitted to the District within 5 days of the County's receipt of said funds from GOCO.

(Remainder of Page Intentionally Left Blank)

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY,
COLORADO AND AURORA PUBLIC SCHOOL DISTRICT

IN WITNESS WHEREOF, the County and the District have executed this Agreement as of the day and year first written above.

ATTEST:

AURORA PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____
JESUS ESCARCEGA,
Grants Director

By: _____
AMBER DREVON,
Board of Education President

APPROVED AS TO FORM:

By: _____
BRETT JOHNSON,
Chief Financial Officer

ATTEST:

ADAMS COUNTY, COLORADO

By: _____
Erica Hannah, Deputy

By: _____
Eva J. Henry, Chair

APPROVED AS TO FORM:

By: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 2, 2017
SUBJECT: Grants Management Policies and Procedures Manual
FROM: Raymond Gonzales, Interim County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director
AGENCY/DEPARTMENT: Finance Department and Grants Management Team
HEARD AT STUDY SESSION ON: March 21, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Grants Management Policies and Procedures Manual

BACKGROUND:

Adams County has contemplated the development of a Grants Management Policies and Procedures document for several years. In 2016, a cross-functional team with representatives from various Departments and Elected Offices collaborated to draft a comprehensive grants policies and procedures document to complete this task. This effort is in response to grant best practices and certain requirements from some of the County's grantors. The policies and procedures document outlines the process and requirements for County staff to follow in the application, authorization, approval and implementation of grants.

The draft policies and procedures proposed were prepared by the Grant Management Team and presented in Study Session on March 21, 2017. The County sent the draft policies and procedures for 10 days to the Department Directors and Elected Officials for input from the wider organization for edits and comments. Only minor comments were received and were incorporated into the document.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Team Members and the Department or Elected Office they represent:
Brian Kenna – Human Services
Marc Osborne – Sheriff's Office
Joelle Greenland – Community and Economic Development
Gloria Janisch - Community and Economic Development
Mary Ha – Finance Department

Laura Garcia – Finance Department
Dmitriy Chernyak – Finance Department
Nick Beston – Finance Department / Human Services Accounting
Mark Kluth – County Manager’s Office/Budget
Liz Estrada – Finance Department/Purchasing
Ben Dahlman – Finance Department

E-mail Sent to All Department Directors and Elected Officials on March 21, 2017.

ATTACHED DOCUMENTS:

Resolution
Draft Grants Management Policies and Procedures Document

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 ADOPTING THE ADAMS COUNTY GRANTS MANAGEMENT POLICIES
AND PROCEDURES MANUAL

WHEREAS, the Adams County Board of County Commissioners desires to have a Grants Management Policies and Procedure Manual for the County; and,


WHEREAS, it has been determined that this Grants Management Policies and Procedures Manual is necessary and a best practice to improve the County's process to achieve efficiencies and be more effective in County operations; and,

WHEREAS, The Finance Department and a cross functional team have developed a manual to help the County in the application, authorization, approval and implementation of grants the County receives; and,

WHEREAS, the proposed Grants Management Policies and Procedures Manual was presented to the Board of County Commissioners in a Study Session on March 21, 2017 directing staff to send the proposed policies and procedures to the Department Directors and fellow Elected Officials in the County for comment and input; and,

WHEREAS, there were several minor edits that were submitted as feedback and incorporated into the document.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Grants Management Policies and Procedures Manual is hereby approved and adopted, to be effective immediately.

	GRANT MANAGEMENT POLICIES AND PROCEDURES	Approval Date TBD
	DIVISION AND POLICY NUMBER GRANTS - 5200	Revision Date

PURPOSE:

The purpose of this policy and related procedures is to provide a framework of internal controls that standardizes grant management and administration in developing, implementing and maintaining oversight including; the approach for applying, approving and implementing grants. These policies and procedures address the County's requirements, processes, responsibilities to compliance requirements and related liabilities accompanying receipt of such grants from our grantors. Additionally, our approach aims to improve the efficiency and effectiveness of programs and services funded through grants in our service to our community.

Funding through grants is encouraged as a means of financing projects or one-time expenditures. The County generally does not support the use of grant assistance for routine and/or ongoing operational programs which will require additional local funds to continue, in whole or in part, once the grant assistance is no longer available, except in uniquely beneficial circumstances. Programs and projects funded by grant assistance shall generally be reduced, or eliminated, when such revenue sources are reduced or eliminated. However, offices and departments may request continuation of the program or project with County funding as part of their annual budget submission.

ELECTED OFFICIALS/DEPARTMENTS AFFECTED: All

GRANTS THE COUNTY MAY RECEIVE:

- A. Block Grants – a broad intergovernmental transfer of funds or other resources by the Federal government to state or local governments for specific activities such as secondary education or health services, but with few restrictions attached. Block grants are distributed according to legal formulas defining broad functional areas such as; health, income security, education or transportation.
- B. Competitive (Discretionary) Grants – an award of financial assistance in the form of money, or property in lieu of money, often by the Federal government to an eligible grantee, usually made on the basis of a competitive review process.
- C. Continuation of any grant type – a continuation grant provides additional funding for budget periods subsequent to the initial budget period.
- D. Conditional Grant – a conditional grant involves one grantor seeking the involvement of recipients by making their grant (only a part of the total costs of a project) conditional upon the remainder of the cost being funded from another source.
- E. Cooperative Agreements & Contracts – a type of Federal assistance; essentially, a variation of a discretionary grant, awarded by a Federal governmental agency when it anticipates having substantial involvement with the grantee during the performance of a funded project.
- F. Earmark – refers to a provision in legislation requiring that a portion of a certain source of

revenue be designated for specific projects usually at the request of a legislator. Typically, the County submits requests for projects to state and federal legislators who seek to obtain funds for those requests, usually to be spent in the district the legislator represents.

- G. Formula Grants – a grant that the Federal agency is directed by Congress to make to grantees, for which the amount is established by a formula based on certain criteria that are written into the legislation and program regulations; this funding is directly awarded and administered in the Federal agency's program offices.
- H. Pass-through of any grant type – grant funds received from one grantor, but passed through another grantor or funding source which are typically Federal in nature.
- I. Reimbursement Grants – a type of funding program under which the grantee is reimbursed by the grant for qualifying expenditures already incurred, as specified in the terms of the grant agreement for such a program.
- J. Advance Grants – a grant made where funding is provided to the County before expenditures are incurred. The County generally prefers reimbursement grants.
- K. State Grants – a grant made by the State of Colorado Government.
- L. Federal Grants – a grant made by the U.S. Federal Government.
- M. Foundation Grants – a grant made by a philanthropic foundation.
- N. Corporate Grants – a grant made by a corporate foundation.

POLICY:

This policy is to establish the roles and associated responsibilities of the various Adams County departments, divisions, agencies and offices, referred to as "offices" or "departments" involved in the grant process. County offices and departments and their staff that occupy positions of responsibility with respect to grant activity have specific roles and responsibilities that they shall perform and uphold both ethically and in the best interests of the County.

Roles are addressed herein for the: Finance Department, Grants Management Team, and the County offices and departments that apply for or receive grant funds.

1. ROLES

1.1. Finance Director - The Finance Director or designee has authority to approve and sign grant applications for the County when the authority has been delegated by the BOCC at the time of application submission.

1.2. The Finance Department is available for the guidance and review of grant related financial activity. In this role, the Finance Department may review financial reports generated by recipient offices and departments as needed, and provides general oversight of other grant related issues, including the proper budgeting and accounting for grants and other responsibilities indicated throughout this policy.

1.3. The Finance Department's Purchasing Division – The Purchasing Division processes requisitions and purchasing orders according to the County's Purchasing Policies and Procedures Manual and/or according to the grant agreement(s), federal and state laws and regulations, and County policy. The office or department receiving the grant must let the purchasing staff know in writing the grant requirements before requisitions and purchases are made.

1.4. The Finance Department's Grants Compliance Coordinator or other designee is

responsible for providing guidance and general management and administration support for the County's grant activities to include: application information such as the County's D-U-N-S Number, County profile information and general information related to grant programs. The Grants Compliance Coordinator will also aid in helping office and departments with monitoring and compliance activities. The Grants Compliance Coordinator may also provide grant planning for collaborative grant submittals; grant training and technical assistance for County staff; ensuring that offices and departments properly track and report grant activity; comply with grant policies and procedures, investigating issues that may arise with respect to the management of County grants. The Grants Compliance Coordinator will collaborate with the Budget Manager and project manager/liason to create a grant fund, cost center and/or project (subledger(s)) number(s) as necessary, which are used to recognize grant revenue and expenditures in the County's financial system and/or the office or the department's budget.

1.5. Grants Management Team – The Grants Management Team is a cross functional group comprised of the individuals from the Finance Department, Budget Office and County offices and departments. This team evaluates Grant Policies and Procedures, reviews grant trends and helps address responses to compliance issues.

1.6. County Offices and Departments – County offices and departments that apply for and utilize grant funds are responsible for all aspects of the grant process including;

- planning for grant acquisition,
- preparation and submission of grant proposals,
- grant writing,
- preparing County Study Session and County Public Hearing Agenda items to accept grant awards,
- preparing budget revision requests to accept grant funds,
- developing grant implementation plans,
- managing grant programs and projects,
- preparing and submitting reports to grantors, and properly closing out grant projects as detailed in this policy and the grant agreement or award letter that delineates the terms and conditions of the grant.

The following further define grant related responsibilities:

1.6.1 The office or department shall have a project manager or liaison that:

1.6.1(1) Communicates grant related information for proper application, approval and administration to all staff in their office or department with grant responsibilities.

1.6.1(2) Serve as the conduit for grant related ideas and information from the office/department back to the Grants Compliance Coordinator in the Finance Department.

1.6.1(3) Obtain the necessary approvals and signatures as required in this policy.

1.6.1(4) Ensure County grant policy and procedure is being followed in the office or department.

1.6.1(5) Report their office or department's grant activity to the Finance Department's Grant Compliance Coordinator or designee and ensure their office or department's grant activity is accounted for as outlined in this policy.

- 1.6.1(6) Participate in Grants Management Team meetings as needed.
- 1.6.1(7) Share ideas and expertise in grant related meetings and training events as requested.
- 1.6.1(8) Attend regular trainings as appropriate
- 1.6.1(9) Send year end data and information for Federal grants to the Finance Department for inclusion in the annual Schedule of Expenditures of Federal Awards (SEFA), which is part of the County's financial statement issuance,

1.7. Budget Office – The Budget Office develops and prepares the budget for BOCC approval. The Budget Office administers the annual budget per the Fiscal Policy and Budget Process as outlined in the County's Annual Budget which includes how the budget may be amended.

1.8. Board of County Commissioners (BOCC (or designee)) - The BOCC has the authority to approve and sign grant applications for County offices and departments at the time of application submission. In addition, the BOCC or designee in consultation with the County Manager's Office shall be the final arbiter of which office or department will submit the application when internal competition for a grant application cannot otherwise be resolved.

1.9. County Attorney's Office – The County Attorney or designee will review grant contracts and determine if the language in the contract is acceptable to the County. If acceptable they will stamp or otherwise document that the contract is "Approved as to Form" as appropriate.

1.10 BOCC Chair – The Chair or designee will sign grant agreements as appropriate that have been approved by the BOCC and delivered for signature by the Clerk to the Board.

2. CONFLICT OF INTEREST

Grant audit findings due to conflicts of interest can damage the reputation and credibility of the County. Further, the appearance of a conflict of interest can be just as damaging to the County's reputation and credibility as an actual conflict. County officials and staff shall follow the County's Code of Ethics found on the County's myAdams intranet site as they work with grants the County applies for and receives. Should more restrictive regulations apply related to the acceptance of a Grant, it is the officials' or employees' responsibility to know and follow those requirements.

3. AUTHORIZED SIGNATURES

The purpose of this section of the policy is to identify who may approve and provide authorized signatures on grant applications and subsequent grant agreements. This shall be done well in advance of grant submission due dates to avoid last minute delays or problems that could cause the grant deadline to be missed. The signatures limits shall follow the "authorized approval levels" defined in the Purchasing Policies and Procedures as defined in Policy #1010. Should the grant require a different signature level, then that level shall be used if not less restrictive.

3.1. AUTHORIZED Signatures

Grantor requirements may need either written and/or electronic signatures and if there is any delegation of signature authority it needs to be documented before application or approval and stored in the grant file.

3.1.1. There may be several authorized signers depending on the grant or item to be signed: Elected Official, Department Director, Finance Director, County Manager, Deputy County Manager, and the BOCC Chair or designee.

3.1.1(1). Elected Official or Department Director – The Elected Official or Director is authorized to approve and provide authorized signature on grant applications which their office or department is responsible to facilitate according to authorized approval levels or grant requirements.

3.1.1(2). County Manager – The County Manager or designee is authorized to approve and provide authorized signature on grant applications for commitment to grant oversight.

3.1.1(3). Deputy County Managers – The Deputy County Managers or designees are authorized to approve and provide authorized signature grant applications on behalf of all departments.

3.1.1(4). BOCC Chair or Designee – The Chair shall sign the grant agreements that have been approved by the BOCC. The Clerk to the Board shall coordinate obtaining this signature. BOCC signatures are required if there is a non-budgeted County match component to the grant and/or if there are FTEs as part of the grant funding proposal.

3.1.1(5). Authority over a specific grant project or program, grant application or grant agreement may be delegated in writing to address circumstances that warrant delegation or provide efficiency and kept in the grant file.

3.1.1(6). If a grantor requests a signature other than what is defined above, a copy of this policy may be provided to grantors as documentation authorizing that person to sign. Should there be a conflict between County policy and grant requirements, the County Attorney shall consider potential solutions to meet the best interest of the County.

3.2. ADDITIONAL PROVISIONS FOR AUTHORIZED ELECTRONIC SIGNATURES

Many federal and state grant programs have the requirement or option of submitting grant applications and reporting electronically. The purpose of this policy is to identify the procedure to provide authorized electronic signatures.

3.2.1 AUTHORIZED ELECTRONIC SIGNATURE PROCEDURE

3.2.1(1). All grant applications submitted through the internet shall comply with the standard policies and procedures for submission of grant applications as described in this policy.

3.2.1(2). A representative from the Finance Department shall be registered as the authorized electronic signatory where appropriate.

3.2.1(3). Under certain conditions, an individual within an office or department may also be registered as an authorized electronic signatory, but such arrangements shall be pre-approved by the Elected Official or Department Head, and the BOCC Chair.

3.2.1(3)i. Should an office or departmental request be sought, the Elected Official or Department Director shall send an email to the Finance Department requesting and/or notifying authorized electronic signature status for each designated staff person he/she selects. This

shall be done well in advance of grant submission due dates to avoid last minute delays or problems that could cause the grant deadline to be missed.

3.2.1(3)ii. The County Manager's Office will arrange authorized signature status for the designated staff person(s).

3.2.1(3)iii. The County Manager's Office will confirm authorized signature status with the Elected Official or Department Director, and authorized signatory upon completion.

4. COUNTY D-U-N-S NUMBER

Dun & Bradstreet (D&B) issues a D-U-N-S Number, a unique nine digit identification number that is required to apply for Federal government contracts or grants.

4.1. The Finance Department has the sole responsibility of managing and obtaining the D-U-N-S Number for the County for the Federal government's Central Contractor Registry. As needed the office or department may obtain the County D-U-N-S Number from Finance.

5. GRANT SEEKING PROCESS

In order to coordinate the County's grant activities effectively and support the County's strategic priorities, the Finance Department and Budget Office must have knowledge of prioritized office/department needs that potentially can be met through grants. This knowledge will allow the staff to identify;

- parallel or redundant submissions,
- potential collaboration among offices and departments,
- a plan for submission of proposals to regular cyclical grant opportunities,
- to be pre-positioned to assist the offices and departments in the submission of proposals to those opportunities when they arise.

The grant seeking process has the following components: (1) pre-application assessment and review, (2) application submission, (3) approvals, and (4) use, oversight, monitoring and compliance.

5.1. PRE-APPLICATION ASSESSMENT & REVIEW

The purpose of this section of the policy is to encourage the pursuit of grant opportunities that support the County's goals and strategic priorities, while ensuring that possible costs to the County are identified and considered as early as possible. The office or department's project manager or liaison shall ensure the grant records are created, updated and complete at the time of application.

5.1.1. PRE-APPLICATION ASSESSMENT & REVIEW PROCEDURE

The office or department considering an application for a grant is responsible for pre-application assessment, in which the following factors shall be evaluated. Pre-application assessment should be done well in advance of grant submission due dates

to avoid last minute delays or problems that could cause the grant deadline to be missed.

5.1.1(1) Financial

5.1.1(1)i. Total anticipated project cost

5.1.1(1)ii. Match requirements and sources

5.1.1(1)iii. Program income considerations

5.1.1(1)iv. Staffing requirements (including salary and benefits increases for multi-year grants)

5.1.1(1)v. Receipt of grant funds shall be done in coordination with the Finance Department and Budget Office.

5.1.1(1)vi. Documentation of a clear continuation plan. It is required that offices and departments develop continuation plans (plans for sustaining grant funded programs if funding is reduced or terminated) prior to applying for grants. Such plans should reflect the potential for loss of funding and the subsequent loss of grant funded positions or program components. Offices and departments must plan responsibly for either termination or reduction of the program or seek to secure alternative sources of funding.

5.1.1(1)vii. Subrecipient/Vendor analysis. If another entity or vendor will be providing the service funded by grant funds, the County must evaluate the compliance requirements to determine whether or not the allocation is a vendor relationship or a subrecipient grantee relationship. The analysis shall be performed with grant guidelines (especially when Federal dollars are involved using guidance found in 2 CFR 200 et al.

5.1.2(1) Programmatic

5.2.2(1)i. Alignment with County's goals and strategic priorities and/or office's or department's business plan

5.2.2(1)ii. Provision or expansion of services to address critical needs

5.2.2(1)iii. Office or department's capacity to administer the financial and administrative aspects of the grant.

5.1.3. Subrecipients

If the County is permitted by the grantor and the County finds that a subrecipient (an entity that is not the County) can better execute the purpose of the grant, funds may be allocated to others. These allocations to subrecipients may come with rules and regulations that fall upon the County as the Grantee to manage the subrecipient as a subgrantee.

5.1.3(1). The County may need to evaluate programmatic responsibilities the grantor has on the County and require the County to incorporate them into the subrecipient agreement.

5.1.3(2). The County may need to evaluate financial responsibilities the grantor has on the County and require the County to incorporate them

into a subrecipient agreement.

5.1.3(3). The County may need to establish monitoring and compliance requirements of subrecipients.

6. APPLICATION SUBMISSION

The purpose of this section of the policy is to ensure that each grant application submitted by or on behalf of the County is aligned with an established County priority, meets the County's expectations of document quality, has matching funds available if required by grantor, and that the means for continuation of the project or program after the grant period ends has been given realistic consideration.

The office or department submitting the grant application is responsible for ensuring that pre-application assessment factors noted above have been evaluated and completed prior to submission.

6.1 APPLICATION SUBMISSION PROCEDURE

6.1.1. Approval to submit a grant application shall be obtained via notification to the County Manager's Office. The grant application should be routed through:

- Elected Official or Department Director
- Finance Director or Designee
- Budget Office
- County Manager's Office; and,
- BOCC if their approval is required by the grantor at the time of submission. Grant applications should be sent for review via the Study Session review process as outlined in Admin Directive 1. The County Manager may bring the application to the attention of the BOCC through the weekly Administrative Item Review (AIR) when time constraints occur.

7. AWARD NOTIFICATION, REVIEW AND ACCEPTANCE

Grant agreements are legal contracts. It is the County's responsibility to carry out the project and/or activities associated with a grant to accomplish its objectives, while adhering to all of the terms and conditions prescribed by the grantor. Failure to do so increases the County's exposure to legal liability and compromises current and future grant funding.

The award notification, review and acceptance process has two components: (1) award notification and review and (2) proper approvals, and/or BOCC approval to accept the award.

7.1. AWARD NOTIFICATION AND REVIEW PROCEDURE

7.1.1. All offices and departments that receive a grant award shall duplicate, and forward an electronic copy of the award notification, the grant agreement or contract, and any memoranda of understanding to the Finance Department promptly.

7.1.2. The office or department is responsible for reviewing the grant award and ensuring that a legal review be conducted and documented by the County Attorney's Office. Approvals accepting the award must be completed by the date required by the grantor for full execution of the agreement subject to the County's authorized approval levels.

7.1.3. In the event that funds awarded by the granting entity are reduced from those requested in the original grant application, or factors previously evaluated at the time of application have changed, the office or department must ensure that the goals, objectives and evaluative components of the grant can still be accomplished within the prescribed timeframe set by the grantor.

7.1.4. If award terms need to be amended before the grant award can be accepted, the office or department must negotiate with the grantor and obtain changes to the grant award in writing.

7.1.4(1). If the award terms are negotiated to the office's or department's satisfaction, the office or department must request that the grantor provide the changes in writing. When the changes have been received in writing from the grantor, the office or department must submit the grant agreement or contract, any memoranda of understanding and written changes from the grantor to the Finance Department promptly.

7.1.4(2). If the award terms cannot be negotiated to the office's or department's satisfaction, the Elected Official or Department Director from the recipient office or department must prepare a letter to the granting entity declining the award, and provide a copy of the letter to the County Manager's Office, Finance Director and the Budget Office. The letter should express the County's regret in declining the award and clearly articulate the specific reason(s) the award is being declined.

8. APPROVALS TO ACCEPT AWARD PROCEDURE

The purpose of this section of the policy is to ensure that acceptance of each award granted to the County is formally approved according to the authorized approval levels and/or by the BOCC, if required if matching funds and/or FTEs are required as a condition of the grant.

8.1. If BOCC approval is required, then the office or department receiving the grant award must prepare an agenda item as outlined in Admin Directive 1, which includes a fiscal impact analysis. The agenda item should be accompanied by the award letter, grant agreement and any other required documentation.

8.1.1. The office or department must prepare a budget amendment request to the Budget Office to add the grant award to the office's or department's budget if needed. The fund, cost center and project number (subledger) into which the grant funds are to reside must be clearly stated.

8.1.2. The office or department must ensure the Clerk to the Board has the required copies of the original grant award documents ready for the BOCC Chair's signature. Grant awards should be clearly labeled at each location that requires a signature with

a "sign here" label and include the County Attorney's stamp or documentation that the contract is "Approved as to form".

8.1.3. Once the proper approval for the grant award has been received, the recipient office or department shall notify the Finance Department of the approver's action and ensure the proper signature is present as required.

8.1.4. The office or department is responsible for submitting the grant award(s) to the grantor by the specified due date.

8.1.5 The office or department must provide an original of the fully executed grant agreement to the Clerk to the Board as appropriate when the award is returned to the County by the grantor with copies to Budget and Finance.

9. USE AND RECEIPT OF GRANT FUNDS

This section of the policy is to ensure that grant funds are properly used and received by the County. Violations can result in a range of penalties, including suspension of future funds from the grantor, return of all funds associated with the award, including those already expended, and civil and/or criminal penalties.

9.1. No grant funds shall be disbursed until the grant has been approved by the appropriate level authority and the proper accounting structure has been established in an appropriate fund and required documentation is complete. Exceptions must be approved by the County Manager or designee.

9.2. Modifications to the budget associated with a grant funded project in such a way that alters the grant amount or moves funds from one budget line item to another must adhere to County's Fiscal Policy and Budget Process section of the Annual Budget Book and grantor requirements.

9.3. Grant funds awarded to the County should generally not be used to supplant an existing expense so that current funds can be diverted to another use, unless such use of grant funds is explicitly identified as allowable in writing by the granting entity in the grant award.

9.4. All revenues, fees and resources resulting from a grant funded project or program shall be managed and maintained as established in by the grantor.

9.5. All procurement activity associated with grant funded projects or programs shall follow the procedures outlined in the County's Purchasing Policy and Procedure Manual and maintain compliance with grant requirements if more restrictive. A copy of the grant agreement and/or documentation specifying grantor purchasing requirements must be provided to Purchasing Division of the Finance Department to ensure compliance in writing where applicable.

9.6. All property acquired through grant funds shall be subject to the County's fixed asset policies administered by the Finance Department and/or requirements set forth within the terms of the Grant whichever is more restrictive. Assets acquired shall be maintained in accordance with the County's Fixed Asset Policy. Processes shall be developed to secure, track and maintain the assets.

9.7. All grant and any related matching fund revenues and expenditures shall be recorded in the appropriate grant accounting record as applicable.

9.8. Grant project managers are ultimately responsible for adherence to the stipulations outlined in the approved grant award/contract to ensure that allowable expenditures are

incurred.

9.9. Direct and indirect costs may be allocated to the grant if allowed or appropriate. Such allocation may be waived if it serves the best interest of the County.

10. GRANT OVERSIGHT AND MONITORING

The purpose of this section of the policy is to ensure that all grant funded programs or projects are managed according to the terms set forth in the grant agreement, Grant Management Policies and Procedures and other applicable County policies and procedures. The grant oversight and monitoring process has two components: (1) develop implementation plan and (2) submit reports as required.

10.1. DEVELOP IMPLEMENTATION PLAN

10.1.1. All offices or departments that receive grant awards must develop an implementation plan promptly upon the approval of the grant award.

10.1.2. The project manager or liaison shall submit the implementation plan to the Budget Office.

10.1.3. Offices or departments with existing work plans that provide project goals and objective and other documents as required by the grantor.

10.2. GRANT REPORTING

Grants awarded to the County may require that progress, programmatic and financial reports be submitted to the grantor. Accurate and timely reporting is critical to maintaining a good relationship with the grantor. Late or inaccurate reports may negatively impact current or future funding.

GRANT REPORTING PROCEDURE

10.2.1. Recipient offices or departments must prepare timely and accurate progress, programmatic or financial reports as required by grantor.

10.2.2. The office or departmental project manager or liaison shall submit all financial reports to the appropriate signer for review and approval before submitting them to the grantor. The recipient office or department must provide support or reconciliation to the general ledger.

10.2.3. The Finance Department's Grants Compliance Coordinator or other designee will periodically review programmatic reports for content and quality and address any issues with the recipient office or department.

11. FILE MANAGEMENT, ACCESS AND RETENTION

The Grants Compliance Coordinator or the Finance Director or Designee may review the files, activities, equipment, and facilities, and interview relevant personnel and contracted entities of any County project or program that is funded with grants awarded to the County.

11.1. FILE MANAGEMENT PROCEDURE

All office or department and master files associated with a grant award must maintain a file structure that includes the following sections with clear separations between different fiscal years, unless otherwise directed by the grantor:

- 11.1.1. Submittal (e.g., application guidance and a copy of the application)
- 11.1.2. Award (e.g., award letter, BOCC agenda item, grant agreement, grant amendments, modifications, extensions, cancellations and terminations and anything else related to the award)
- 11.1.3. Finance (e.g., account set up, purchase orders, invoices)
- 11.1.4. Reports (e.g., reports to granting entity and evaluation components)

11.2. FILE RETENTION PROCEDURE

The County maintains records for at least five years following the grant close out and related reports or longer if required by the County or grantor. If any litigation, claim, negotiation, audit, or other action involving grant records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

- 11.2.1. Grantors may require retention periods in excess of five years. Offices or departments must ensure they comply with retention requirements specified by each grantor.
- 11.2.2. Retention requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, and other appropriate documents and records.
- 11.2.3. Source documents include copies of all awards, applications, and required recipient financial and narrative reports. Personnel and payroll records shall include the time and attendance reports, personal activity reports or equivalent documentation for all individuals reimbursed under the award.
- 11.2.4. Maintenance of files shall also adequately protect records, passwords, personal information including; HIPPA protected data, Social Security Numbers and confidential case information adequately against loss, theft, fire or other damage in accordance with statutory provisions.

12. GRANT CLOSEOUT

Upon completion of the grant term of each grant award, the recipient office or department shall alert the Budget Office and Finance Department to place the fund and/or project in a non-posting status. All grants must close out at the end of the grant.

GRANT CLOSEOUT PROCEDURE

- 12.1. Upon completion of the grant period of each grant, the recipient office or department must prepare a memorandum to the Finance Department's Grants Compliance Coordinator

or designee and the Budget Analyst that identifies the name of the grant, the project and describes the final disposition of the funds and required activities.

12.2. Upon review of the memorandum and satisfaction of any discrepancies, the Budget Office's Budget Analyst will update the accounting system and confirm grant closeout.

13. AMENDMENTS

This section of the Policy outlines the process to amend this Policy and to establish a periodic review process.

13.1 All Policies in this manual shall be reviewed every three (3) years, or sooner, to ensure that the Policy is still relevant and that the process described is accurate.

13.2 Users of this manual are encouraged to recommend improvements and/or revisions.

13.3 The Finance Department along with the Grants Management Team will review all policies on or before the third year anniversary from initial approval. Proposed changes will be forwarded to all elected officials and appropriate department directors for comment prior to obtaining the BOCC approval.

13.3.1. The Finance Department will be responsible for making all changes to the manual.

13.3.2. All proposed changes to a Policy must be submitted to the Finance Department in writing.

13.3.3. Proposed changes will be circulated to the elected officials and department directors for a period of ten days for comment prior to being presented to the BOCC for final approval.

13.3.4. If written comments are not received within stated time period, concurrence with the amendment is assumed.

13.3.5. Simple changes like grammar and/or punctuation changes made for clarification or easier interpretation may be made by the Finance Department's Grant Compliance Coordinator or designee, as required, without BOCC approval.

13.3.6. Any change to a Policy that affects the scope, intent, content or approval authority must be approved by the Board of County Commissioners (BOCC) by resolution.

13.3.7. All questions regarding the change process for policies should be directed to the Finance Department's Grants Compliance Coordinator or other designee.

EXCEPTIONS:

Block Grants, Entitlement Grants and Formula Grants may be exempted from components of these policies and procedures due to the nature of how the funding works. Such grants like those managed by the County's Human Services Department typically do not follow the same application process that other grants need to follow. All sources of grant funding may be subject to periodic review and will generally need to follow grant guidelines.

PROCEDURE:

There are no additional procedures related to this Policy. Certain procedures have been incorporated into this document in the above sections.

REFERENCES:

- 2 CFR Part 200 of OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Adams County's Purchasing Policies and Procedures
- Adams County's Fixed Asset Policy
- Code of Ethics for Adams County

DRAFT



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 2, 2017
SUBJECT: 2017 Adams County Annual Operating Plan
FROM: Norman Wright, Director
AGENCY/DEPARTMENT: Community & Economic Development
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 intergovernmental agreement between the Colorado Department of Natural Resources and Adams County for cooperative wildfire protection.

BACKGROUND:

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Community & Economic Development Department – Office of Emergency Management
Adams County Sheriff's Office
Colorado Division of Fire Prevention & Control
United States Fish and Wildlife Service

ATTACHED DOCUMENTS:

- Resolution
2017 Adams County Annual Operating Plan w/ Attachments
1. Agreement for Cooperative Wildfire Protection in Adams County
 2. Mutual Aid Agreements
 3. Adams County Burn Restriction Levels
 4. Complexity Analysis Guidelines
 5. Adams County Communications Plan

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 INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COLORADO DEPARTMENT OF NATURAL RESOURCES AND ADAMS
COUNTY FOR COOPERATIVE WILDFIRE PROTECTION**

WHEREAS, C.R.S. § 24-33.5-1221 requires intergovernmental cooperation between a county and any state agency that owns wildland areas located within the county to mitigate the harm caused by wildland fires affecting land areas in the interest of protecting the public health and safety; and,

WHEREAS, the form of the attached Intergovernmental Agreement is intended to be consistently adopted in all Colorado counties; and,

WHEREAS, the Adams County Sheriff is also a party to this Agreement and has approved the Agreement.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the Colorado Department of Natural Resources and Adams County for Cooperative Wildfire Protection, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to sign the Intergovernmental Agreement on behalf of Adams County.

2017 ADAMS COUNTY ANNUAL OPERATING PLAN

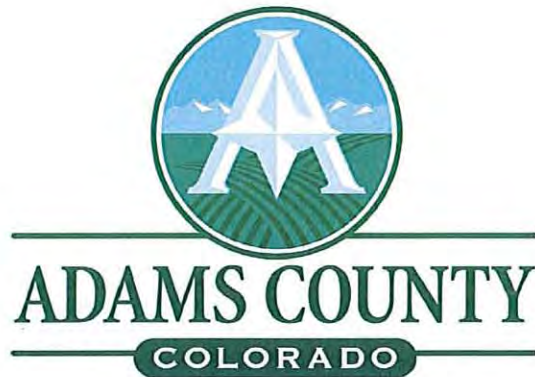


Table of Contents

Table of Contents	2
1.0 PREAMBLE.....	4
2.0 PURPOSE	4
3.0 AUTHORITIES	4
4.0 RECITALS	5
5.0 INTERAGENCY COOPERATION	5
5.1 Interagency Dispatch Centers	5
5.2 Interagency Resources.....	5
5.3 Standards.....	6
6.0 PREPAREDNESS.....	6
6.1 Protection Planning	6
6.2 Protection Areas and Boundaries	7
6.3 Methods of Fire Protection and Suppression	7
6.3.1 Reciprocal (Mutual Aid) Fire Assistance.....	7
6.3.2 Acquisition of Services.....	8
6.4 Joint Projects and Project Plans	8
6.5 Fire Prevention.....	8
6.6 Public Use Restrictions.....	9
6.6 Burning Permits.....	9
6.7 Prescribed Fire (Planned Ignitions) and Fuels Management.....	9
6.8 Smoke Management	9
7.0 OPERATIONS.....	10
7.1 Fire Notifications.....	10
7.2 Boundary Line Fires	10
7.3 Response to Wildland Fire.....	10
7.3.1 Special Management Considerations.....	10
7.3.2 Decision Process	11
7.3.3 Cooperation	11
7.3.4 Communication.....	11
7.4 Cost efficiency.....	11
7.5 Delegation of Authority	11
7.6 Preservation of Evidence.....	12

8.0	STATE EMERGENCY FIRE FUND (EFF)	12
9.0	USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES	12
9.1	Cost Share Agreement (Cost Share Methodologies)	12
9.2	Training	13
9.3	Communication Systems	13
9.4	Fire Weather Systems	13
9.5	Aviation Operations	14
9.6	Billing Procedures	15
9.7	Cost Recovery	15
10.0	GENERAL PROVISIONS	15
10.1	Personnel Policy	15
10.2	Modification	16
10.3	Annual Review	16
10.4	Duration of Plan	16
10.5	Previous Plans Superseded	16
11.0	SIGNATURES	17
	ADAMS COUNTY SIGNATURES	17
	COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE	17
	FEDERAL LAND MANAGEMENT AGENCY SIGNATURES	18

ATTACHMENTS

- Attachment 1 - Agreement for Cooperative Wildfire Protection in Adams County
- Attachment 2 - Adams County Mutual Aid Agreements
- Attachment 3 - Adams County Burn Restriction Levels
- Attachment 4 - Complexity Analysis Guidelines
- Attachment 5 - Adams County Communications Plan

1.0 PREAMBLE

This Annual Operating Plan (AOP) is pursuant to the "Agreement for Cooperative Wildfire Protection in Adams County" dated January 2017, also known as the State to County Agreement. (See Attachment #1)

This AOP is also a component of the Statewide AOP and the "Statewide Cooperative Wildland Fire and Stafford Act Agreement". Current version of the agreement can be found on the DFPC website at:

https://gacc.nifc.gov/rmcc/dispatch_centers/r2crc/dispatch/Plans%20and%20Guides/2016%20CO%20AOP.pdf

2.0 PURPOSE

This Annual Operating Plan is applicable to all signatories and address how the signatories will implement the State to County Agreement. The County may create specific fire district AOP's or Agreements to further define the roles and responsibilities within the County. This plan is not intended to force or suggest that any signatory operate outside of their legal authority, policies, mission or business practices. This plan outlines common approaches in wildland fire management as well as agency specific approaches.

3.0 AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
 - BUREAU OF LAND MANAGEMENT – COLORADO
Agreement Number: **BLM-MOU-CO-538**
 - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION
Agreement Number: **F1249110016**
 - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION
(no agreement number)
 - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
(no agreement number)
 - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION
Agreement Number: **11-FI-11020000-017**
- Agreement for Cooperative Wildfire Protection in Adams County, CSFS #109 (See Attachment #1)

4.0 RECITALS

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional agencies are responsible for all planning documents (i.e., land use, fire management plans, mitigation plans) for a unit's wildland fire and fuels management program.

Protecting Agencies implement the actions documented and directed by the planning documents for initial and extended attack on wildland fires. They provide the supervision and support including operational oversight, direction and logistical support to incident management teams.

5.0 INTERAGENCY COOPERATION

5.1 Interagency Dispatch Centers

The designated Interagency Dispatch Center for the Adams County area is, Fort Collins Interagency Dispatch Center (FTC). (970) 295-6800.

Assistance by the Division of Fire Protection & Control (DFPC) Fire Management Officer (FMO) or by the Division of Homeland Security & Emergency Management (DHSEM) Regional Field Manager (RFM) must be requested through the State of Colorado Emergency Operations Line: (303) 279-8855.

5.2 Interagency Resources

The Rocky Mountain Arsenal National Wildlife Refuge (CO-RMR), managed by the U.S. Fish and Wildlife Service, is located within Adams County. The CO-RMR falls within the South Adams Fire Protection District (SAFPD). SAFPD is the jurisdictional agency currently for fire suppression on the CO-RMR property. Interagency resources must be requested through the Fort Collins Interagency Dispatch Center.

DFPC does not have initial attack responsibility within Adams County. However, DFPC may provide state resource, such as crews, State Staffed engines, and aircraft under either mutual aid or reimbursable conditions. The availability of state resources for firefighting will vary and is not guaranteed. Reimbursement under the Colorado Wildfire Emergency Response Fund (WERF) is subject to availability of WERF funds. Crews and Aviation resources have additional costs associated with them that will not be reimbursed under WERF such as vehicles, fuels truck, lead planes, etc. Current version of the guide and forms can be found on the DFPC website at:

<https://www.colorado.gov/pacific/dfpc/wildland-rules>

All requests for the VLAT (Very Large Air Tanker) through WERF must first be approved by the DFPC Deputy Chief of Operations or designee

Requests for resources / assistance under the State of Colorado's Resource Mobilization Annex must be made initially through the State of Colorado Emergency Operations Line at (303) 279-8855 by the Adams County Emergency Manager, Sheriff, or Board of County Commissioners. A DFPC FMO, DHSEM RFM, or designee will respond to this request. Current version of the Annex and associated forms can be found on the DHSEM website at:

<https://www.colorado.gov/pacific/dhsem/resource-mobilization>

Requests for Adams County Governmental Resources shall be made through the Adams County Communications Centers (ADCOM911) or through the Adams County Emergency Operations Center (EOC), if activated.

5.3 Standards

Signatory agencies to this plan will operate under the concepts defined in the Department of Homeland Security's National Incident Management System (NIMS) and National Wildfire Coordinating Group (NWCG) guidance.

The agency having jurisdiction has the overall responsibility for that incident. Under State statute, the County and the State may enter into an agreement for the State to take management responsibility.

The standard for wildland fire training and qualifications within Colorado is the NWCG 310-1. State employees engaged in firefighting activities will meet the current NWCG qualification standards.

Signatories to this plan may not obligate nor encumber the finances of the other without express written permission.

6.0 PREPAREDNESS

6.1 Protection Planning

DFPC – Operates in the role of ESF4 at the State level as outlined in the Colorado Emergency Operating Plan.

DFPC – Develops a Colorado State Preparedness Plan annually.

DFPC – Maintains Cooperative Resource Rate Forms (CRRF), provides Cooperator access to the Incident Qualification System (IQS) and the Resource Ordering and Status System (ROSS).

DFPC – Maintains Cooperative Wildfire Agreements with each County.

DFPC – Assists with provision of wildland fire training to Counties and Cooperating Agencies.

DFPC – Administers grants specific to wildland fire suppression.

DFPC, County and USFWS – Update the AOP each year.

County – Provides for wildland fire suppression planning.

County – Enters into agreements and AOP's with local fire districts as needed.

County – Assists with the maintenance of records in ROSS and WebEOC .

County – Responsible for the coordination of efforts to suppress wildfires in unincorporated areas of the county that exceed the capabilities of the local fire protection district.

USFWS -Provides for wildland fire suppression.

USFWS - Cooperate locally in wildland fire suppression training.

USFWS – Enters into agreement with local cooperating agencies as needed.

USFWS – Maintain records in ROSS and IQCS.

6.2 Protection Areas and Boundaries

The area described by this plan includes all lands within the boundaries of Adams County, including incorporated cities and towns and federal property (USFWS). A current map of fire protection district boundaries and response zones will be kept in all Communication Centers that provide dispatch services for Adams County emergency responders, Adams County OEM/EOC, and the Adams County Sheriff's Office. Current version of the Adams County Fire District map can be found on the Adams County website at:

https://www.adcogov.org/sites/default/files/Fire_Districts_18x44.pdf

6.3 Methods of Fire Protection and Suppression

Adams County has several Fire Protection Districts that provide response to all areas of the county. The County does not maintain a regular firefighting force, but has the ability to provide heavy equipment, such as road graders and bulldozers, in support of suppression efforts.

Surrounding Counties have a similar capacity and often provide mutual aid resources to fires within the county.

6.3.1 Reciprocal (Mutual Aid) Fire Assistance

Mutual aid is defined as assistance provided by an Assisting Agency at no cost to the Jurisdictional Agency. Assisting Agencies will, upon request (or voluntarily) take initial attack action in support of the Jurisdictional Agency. It shall be the responsibility of the Agency performing initial attack to notify the Jurisdictional Agency if their lands are involved or threatened. The Jurisdictional Agency will not be required to reimburse the Assisting Agency for costs incurred for the

duration of the mutual aid period, unless other arrangements are agreed upon per C.R.S. sections 29-5-105 through 29-5-110.

Mutual Aid Period: For all fires occurring on lands in Adams County, each Agency will assume responsibility for its own expenses during the first 12 hours unless otherwise agreed upon by the Jurisdictional Agency. The normal mutual aid period within Adams County will be 12 hours from the time of initial dispatch of the incident or report of the fire to a dispatch center. Assisting Agencies may opt to extend mutual aid on a case by case basis after the initial 12 hour period. This agreement should be documented by the Incident Commander. Additionally, the mutual aid period may be ended early by the requesting agency if that will help fulfill the needs of the incident. After the end of the mutual aid period, outside agencies may be eligible for the reimbursement of operational costs from the Jurisdictional Agency.

Obligation: It is understood that no Assisting Agency will be required to assist, or be expected to commit resources to a Jurisdictional Agency which may jeopardize the protection of lands of the Assisting Agency. (*See Attachment #2*)

6.3.2 Acquisition of Services

Signatories to this plan agree to utilize established ordering procedures for the acquisition of services during a wildland fire. This may include ordering resources through Local Dispatch Centers, Local EOC's, County EOC's, the Interagency Dispatch System, or the State EOC.

In some cases, services may be acquired locally. In such instances, the County will be responsible for the acquisition and establishment of vendor financial documents. If ordered at the request of the State, the County may be reimbursed for the cost of the services provided.

6.4 Joint Projects and Project Plans

Nothing in this plan shall prohibit agencies from entering into joint project agreements. There are no joint project plans within Adams County currently for this plan cycle.

Standard project planning and written agreements will be utilized when entering into joint projects.

6.5 Fire Prevention

Education efforts will be coordinated with partner agencies. Each cooperating agency may release fire danger information as deemed necessary to enhance public awareness and safety with regard to the current fire conditions. News releases will be coordinated between cooperators to lend a unified approach to the current conditions when periods of High to Extreme fire danger or when red flag warnings are issued.

6.6 Public Use Restrictions

The purpose of fire restrictions and closures is to reduce the risk of human-caused fires during high fire danger and/or burning conditions, and for the protection of human life and property. Fire restrictions and closures are invoked on federal, state, county, and private lands under federal and state laws. Public information about restrictions must be broad-based, clear and coordinated.

When contemplating a closure to open burning or lifting of fire bans, all agencies and/or fire departments/districts will advise its cooperators of the situation and consider joint action(s) as needed.

The intent of this section is not to restrict the authority of individual land management agencies from independently placing timely restrictions or bans deemed necessary.

In the case of any restrictions on burning or public movements because of extreme fire danger, either by Governor's proclamation or by local issue, the County Sheriff will be responsible for enforcement on all non-federal lands, and may assist on other lands at the request of the appropriate agency. (See Appendix #3 – Burn Restrictions)

6.7 Burning Permits

Local fire departments / districts may require burn permits. Agricultural and ditch burns are exempt from permitting under state rules.

6.8 Prescribed Fire (Planned Ignitions) and Fuels Management

Senate Bill 13-083 directed the Division to implement a prescribed burn program in Colorado, including creating minimum standards for conducting prescribed burns on any area in the state, except for prescribed burning conducted by an agency of the federal government, pursuant to Section 24-33.5-1217. To be exempt from these standards, other users of prescribed fire, including local governments and non-governmental organizations must adopt or have already adopted guidelines or standards that are in substantial compliance with the intent of section 24-33.5-1217.5 for prescribed burning under their control.

Agricultural and ditch burning are exempt from these state rules.

Signatory agencies to this plan agree to abide by current laws, rules and standards when performing prescribed fire activities. The agencies may assist each other in all aspects of prescribed fire projects.

6.9 Smoke Management

The Colorado Air Pollution Prevention and Control Act (CRS 25-7-102) requires every prescribed fire project to have a smoke permit. Due to changes in policy, procedures, technology and State air quality standards, the smoke permitting process is subject to change. For the most up-to-date process and policy refer to the Colorado Department of

Public Health and Environment, Air Pollution Control Division (CDPHE-APCD) website at:

<https://www.colorado.gov/pacific/cdphe/categories/services-and-information/environment/air-quality/outdoor-burning>

Agricultural and ditch burning are exempt from these state rules.

7.0 OPERATIONS

7.1 Fire Notifications

The appropriate Communication Center will receive notification of a wildland fire and will dispatch the appropriate resources per policy. Whenever possible, the closest resource should be dispatched regardless of jurisdiction.

7.2 Boundary Line Fires

When a boundary line fire occurs; either fire district or county boundaries; the first arriving unit will establish command. Jurisdictional authority will be established after firefighter and public safety have been ensured.

7.3 Response to Wildland Fire

Fires within Adams County will initially be managed by the Fire District / Fire Department having jurisdictional authority. If the fire escapes during initial attack, and, the fire becomes beyond the ability of the local district to suppress; the fire may be transitioned to the county for management., with concurrence of the Fire Chief (or his/her designee) and the County Sheriff (or his/her designee).

If the fire is beyond the ability of the county to manage, it may transition to the state for management, in part or as a whole, with the concurrence of the County Sheriff (or his/her designee) and a DFPC FMO.

All agencies within Adams County will utilize the Incident Command System for wildland firefighting operations.

Agencies responding to fires within their own jurisdiction may follow their policies on qualifications and personal protective equipment. Agencies responding outside of the county in response to a fire managed by the State or Federal Government will comply with current interagency standards on qualifications and personal protective equipment.

7.3.1 Special Management Considerations

Repair of impacts caused by fire suppression action is normally conducted during suppression operations and is covered by a cost-share agreement, if one is in place.

7.3.2 Decision Process

When a fire is transitioned from County to State management, DFPC requires that the management decision process for the transition be documented. (See *Attachment #4*)

7.3.3 Cooperation

All of the fire protection districts within Adams County have current mutual aid agreements in place and agree to cooperate to the extent possible to bring rapid stabilization of wildland fires occurring in, near, and around Adams County. (See *Attachment #2.*)

The County and the State agree to cooperate to the extent possible to plan for and respond to fire incidents within the county.

7.3.4 Communication

All parties agree that a common communications plan is essential during a wildland fire event. As such, a common "Command" talk group will be established that all responders can operate on, and that can be monitored by the appropriate Communication Center.

Separate "Tactical" talk groups should be established for each division of the fire. These need to be accessible to all responders assigned to that division as well as the Incident Commander. (See *Attachment #5*)

To accomplish this, a radio "bridge" may be required to join un-like radios together.

7.4 Cost efficiency

It is a goal of Adams County and the State of Colorado to provide cost efficient services. Agency administrators will make every effort to ensure cost effectiveness during firefighting operations. However, cost efficiencies will not take priority over firefighter or public safety. Additionally, the potential long term financial impacts of the fire should be considered and balanced against the short term costs savings of not ordering needed resources.

7.5 Delegation of Authority

A written delegation of authority will be generated whenever an agency, other than the authority having jurisdiction, will take over the management of a fire. A delegation of authority may also be made to the incident commander and the incident command team.

The delegation does not absolve the authority having jurisdiction from any legally owed responsibility. It does however; provide another agency or individual, the authority and power to act on behalf of the agency delegating the authority. It also lists the parameters of the delegated authority.

A delegation of authority should include the following items;

- Authority having jurisdiction who is delegating authority
- Agency or individual accepting authority
- Specific authorities delegated
- Specific limits to the authority
- End terms of the authority.

7.6 Preservation of Evidence

All parties agree to participate, to the extent legally possible, to assist each other in the investigational process. This includes the preservation of evidence.

The State requires that any fire for which DFPC has assumed responsibility, the County Sheriff shall conduct an investigation into the cause of said fire. All of the investigational materials will be made available to DFPC to include evidence, notes, interviews, and the final investigation package. DFPC will not directly be responsible for criminal prosecution. This remains the responsibility of the law enforcement agency having jurisdiction.

8.0 STATE EMERGENCY FIRE FUND (EFF)

Adams County is not a participant in the Emergency Fire Fund.

9.0 USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

9.1 Cost Share Agreement (Cost Share Methodologies)

For fires that have shared financial responsibility, a cost share agreement will be produced. While each fire will be evaluated differently and may require different cost share methodologies, the basic premise for a cost share agreement is to create one that is fair and balanced for all parties.

A standard method for creating a cost share agreement is one where the total acres burned are calculated and then the percentage of acres burned within each jurisdiction are calculated. These percentages are then used for the final cost calculations for each agency.

Example: The fire burned 1000 acres. 500 acres in district A and 500 acres in district B. This equates to an even 50% split. The total cost would be split 50/50 with both agencies. Exemptions can be made for high cost items such as aircraft that may have only been utilized in one jurisdiction.

For fires where the State has taken management/financial responsibilities, the County will maintain a reasonable minimum commitment as part of a cost share methodology.

The minimum commitment will be documented and will be on an incident by incident basis.

The County commitment can be resources such as heavy equipment, law enforcement, incident command personnel, or facilities and logistical needs

9.2 Training

The Colorado Division of Fire Prevention and Control (DFPC) will serve as the representative to the Fort Collins Interagency Dispatch Zone Training Committee. This Training Committee uses input from all agencies with wildland fire responsibilities including the County, Fire Protection Districts, and Volunteer Fire Departments to determine the training needs for the zone.

DFPC has the ability to assist with the provision of wildland fire training within the county. DFPC will assist agencies as available with requested trainings. With the exception of custom courses designed for specific objectives, all training provided by DFPC will follow the current National Wildfire Coordinating Group standards as outlined in PMS 901-1 "Field Managers Course Guide". The costs for these courses will be negotiated on a case by case basis.

9.3 Communication Systems

For the purposes of conducting business authorized by this plan, all parties to this operating plan agree that assisting agencies may use the jurisdictional agency's radio frequencies as needed to conduct emergency communications on fires of the jurisdictional agency. No party to this operating plan will use, or authorize others to use, another agency's radio frequencies for routine day to day operations.

Adams County currently utilizes a number of 700 MHz and 800 MHz radio systems including the state 800Mhz Digital Trunked Radio System for its daily operations. A State Mutual Aid Channel (MAC) may be assigned by dispatch for out of area resources responding within the county.

Resources from outside of Colorado do not have the ability to operate on the FRCC (Front Range Communication Consortium) or Colorado RS radio systems. As such, when out of state resources enter Adams County they will be assigned an appropriate talk group according to the IAP and communication plan of the specific incident. Nebraska specific resources will utilize VFIRE (VHF) frequencies that can be "bridged" by the appropriate Communication Center.

VHF radio frequencies may be needed for certain aviation resources. Generally, the VFIRE frequencies may be available for this purpose.

9.4 Fire Weather Systems

Information on Fire Weather Stations, Fire Danger, Current Fire Situation, Current Fire Restrictions, and other information can be seen at the FTC website:

http://gacc.nifc.gov/rmcc/dispatch_centers/r2ftc/

Red Flag/Fire Weather Announcements - The National Weather Service in Boulder and Goodland periodically issues "FIRE WEATHER" watch and "RED FLAG" warning bulletins. Fire Weather Forecast information can be seen at the National Weather Service's Fire Weather Index Page:

<http://www.crh.noaa.gov/bou/awebphp/fireindx.php>

9.5 Aviation Operations

County and the Fire Districts within the county may contract with local aviation resources for fire suppression. The benefiting agency will be responsible for establishing ordering, use, and reimbursement guidelines for the utilization of said aircraft.

Other firefighting aircraft may be ordered through the Fort Collins Interagency Dispatch Center (FTC). The benefiting/requesting agency may be wholly responsible for any and all costs associated with such resources.

Fire Protection Districts operating within their legally defined borders, may order aircraft as needed without prior approval of county or state officials. Orders for aircraft will first be sent to the appropriate Communication Center, who will then contact Fort Collins Interagency Dispatch. The Fire District will be responsible for any and all costs associated with the ordering of aircraft for a fire.

Aircraft ordered from Fort Collins Interagency Dispatch will operate on VHF radio frequencies and not the DTRS. The incident MUST have VHF communications in place when ordering aircraft. The VFIRE frequencies are available for use for this purpose. Aircraft that cannot communicate with ground forces will not engage in suppression operations.

The DFPC sponsors a State of Colorado Aviation Program, including fixed wing and rotor wing assets, for use on wildland fires within the State of Colorado. These assets have home bases, but frequently move locations to preposition in areas of risk. Requests to have State of Colorado aviation assets moved to cover a specific area (such as Adams County) should be made by local cooperators through the DFPC Regional FMO. Requests on wildfires for all state aviation resources, except the Multi-Mission Aircraft will be made through FTC Dispatch".

To request a DFPC MMA, contact the Colorado State Patrol (CSP) Dispatch via the State Emergency Operations Line at (303) 279-8855. Request to order the DFPC MMA and also to speak to the DFPC Duty Officer. The key is to call early as possible.

See current procedures and request form at:

[https://gacc.nifc.gov/rmcc/administrative/mob_guide/forms/DFPC MMA ordering.pdf](https://gacc.nifc.gov/rmcc/administrative/mob_guide/forms/DFPC_MMA_ordering.pdf)

National Guard helicopters with water buckets may be available for use. These resources MUST be ordered through the State EOC process and may take several hours to mobilize. These resources will utilize VHF radios for communications. The

benefiting/requesting agency may be wholly responsible for any and all costs associated with National Guard resources.

The following information will be included in the aircraft request:

- ✓ Incident Name
- ✓ Location (legal description and/or latitude and longitude)
- ✓ Jurisdiction
- ✓ Air Contact with air to air radio frequency
- ✓ Ground Contact with air to ground radio frequency
- ✓ any other aircraft in the area
- ✓ Weather conditions on the fire
- ✓ Recommended aviation frequencies
- ✓ Values at risk

9.6 Billing Procedures

The procedure for reimbursement through DFPC will occur via the Cooperative Resource Rate Form (CRRF). Billing may be made for equipment and/or personnel listed on the CRRF with the corresponding documentation. Current procedures and forms can found at the DFPC website at: <https://www.colorado.gov/pacific/dfpc/wildland-fire-billing>.

9.7 Cost Recovery

Both the County and the State reserve the right to pursue reasonable cost recovery efforts for equipment, personnel, and supplies utilized in response to a wildland fire that extends beyond the mutual aid period. This includes the facilities and administrative fee, also known as indirect rate. This includes pursuing legal action against any party determined to be responsible for the cause of the fire.

10.0 GENERAL PROVISIONS

This AOP is the framework for cooperation between the State and the County. It does not supersede any other lawful policy, rule, or procedure. This AOP may be utilized as part of the Counties master emergency operations plan. The County is encouraged to create AOP's, MOU's and Agreements with their local response agencies.

10.1 Personnel Policy

Each agency agrees to follow its own personnel policy and procedures. All government employees shall be employed at their regular salary rate. All non-government employees will be paid at agency department rates. If no agency department rates have been set, then DFPC established rates will be used. These can be found at the DFPC website at:

<https://www.colorado.gov/pacific/dfpc/wildland-fire-billing>

10.2 Modification

Changes may be made to this plan at any time during the plan cycle as needed. These changes must have the concurrence of all parties before being placed into the plan document.

10.3 Annual Review

This plan requires annual review and will require re-authorization by all parties prior to April 1 of each year.

10.4 Duration of Plan

This plan is to be considered in full effect upon the date of the signatures. This plan will remain in effect until rescinded by the parties, or until [April 1, 2018](#), whichever occurs first.

10.5 Previous Plans Superseded

Any and all previously dated Annual Operating Plans pertaining to wildland fire within Adams County are hereby null and void upon the date of the signatures on this current plan.

11.0 SIGNATURES

Authorized Representatives

ADAMS COUNTY SIGNATURES



Signature

04/03/17

Date

Michael McIntosh

Printed Name

County Sheriff

Title

Signature

Date

Eva J. Henry

Printed Name

County Commissioner

Title

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

Signature

Date

Dan Escobedo

Printed Name

DFPC Regional Fire Management Officer

Title

FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

UNITED STATES FISH AND WILDLIFE SERVICE

Signature

Date

David Lucas
Printed Name

Project Leader; Rocky Mountain Arsenal NWR
Title

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ATTACHMENT #1

Agreement for Cooperative Wildfire Protection in Adams County

**AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION**

This Agreement is made by and between Adams County, Colorado acting through its Board of County Commissioners and Michael McIntosh, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

A. AUTHORITIES

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.3.	Authority to Permit Controlled Burns During Drought Conditions
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires – Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts for Forest, Prairie, or Wildland fire - expenses
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1) (o).	Powers of the Board of County Commissioners

B. RECITALS

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is designated the lead Colorado State Agency for Wildland Fire suppression as identified in the Colorado State emergency operations plan.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety

matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the ROSS, from which those resources can be ordered when needed. DFPC also administers and manages the IQS program, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the ROSS.

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), the chief of the fire department in each fire protection district in the state is responsible for the management of Wildland Fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing a Local Incident Management Team to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 24-33.5-707(10)(a), the Sheriff is responsible for coordination of all search and rescue operations within the Sheriff's jurisdiction.

11. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

12. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a Unified Command Structure.

14. In accordance with C.R.S. §§ 24-33.5-707(2) and 24-33.5-709, the County is responsible for declaring a local disaster emergency as well as maintaining a disaster agency or participating in a local or interjurisdictional disaster agency.

C. PURPOSE

The purpose of this Agreement is to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties in sustaining and implementing Wildland Fire management activities, such as prevention, preparedness, communication and education, hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and consideration of post-fire rehabilitation and restoration. It is the Parties' intent that this Agreement addresses both Wildland Fires in Wildland Areas and Wildland Fires in Wildland-Urban Interface areas.

D. DEFINITIONS

"Agency Administrator." Pursuant to the May 2008 *ICS Glossary*,¹ the chief executive officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

"Agency Representative." Pursuant to the May 2008 *ICS Glossary* an individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident.

"Agreement." This *Agreement for Cooperative Wildfire Protection*.

"Assumption of Fire Control Duty Agreement." A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of responsibility and control over a Wildland Fire from the County and the Sheriff to the DFPC in the case of a State Responsibility Fire. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff.

"Colorado Emergency Operations Line." The Colorado Division of Homeland Security and Emergency Management's point of contact for the County and the Sheriff to report

¹ <http://www.training.fema.gov/emiweb/is/icsresource/glossary.htm>.

Wildland Fires or to request any all-hazard assistance. This number will connect emergency managers with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC Fire Management Officer.

“Colorado Prescribed Fire Planning and Implementation Policy Guide.” The DFPC’s annual guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via the *Wildland Fire Management* page of DFPC’s website.

“County.” Adams County, Colorado acting through its Board of County Commissioners.

“County AOP.” The *County Annual Operating Plan* is an aspirational planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants, adopted on an annual basis. The County AOP documents how interagency cooperation is to be implemented within the county on an annual basis. The template is attached as Exhibit A.

“County Responsibility Fire.” A Wildland Fire occurring in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to control or extinguish.

“DFPC” or “Division.” The Colorado Division of Fire Prevention and Control.

“DFPC Analysis Form.” The analysis form used by the DFPC and the Sheriff to determine whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance. The form is attached hereto as Exhibit B. The Parties agree that changes or amendments to the DFPC Analysis Form as currently attached to this Agreement will be made through the rule making process described in C.R.S. § 24-4-103, by January 31, 2016, and will be incorporated in this Agreement after promulgation.

“Disaster.” Pursuant to C.R.S. § 24-33.5-703(3), the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

“EFF.” Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and § 24-33.5-1220, *et seq.*

“FEPP Program.” The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

“Fire Department.” Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

“Incident Commander.” Pursuant to C.R.S. § 29-22.5-102(2), the individual responsible for the overall management of the incident including developing incident objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

“IQS.” The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

“Local Incident Management Team.” Pursuant to C.R.S. § 29-22.5-102(4), a single or multi-agency team of capable individuals formed and managed at the local or county level and created or activated when necessary to provide the command and control infrastructure required to manage a major or complex incident requiring a significant number of local and mutual aid resources.

“Mutual Aid Agreement.” Pursuant to C.R.S. § 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

“NFIRS.” The National Fire Incident Reporting System or its successor system.

“NIMS.” Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

“NWCG.” The National Wildfire Coordinating Group.

“Party” or “Parties.” “Party” means the County, or the Sheriff, or the DFPC and “Parties” means the County, the Sheriff and the DFPC.

“Prescribed Burning.” Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined areas to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

“ROSS.” The Resource Ordering and Status System chartered by the National Wildfire Coordinating Group and managed by the U.S. Forest Service. ROSS is a nationwide,

web-based database system that tracks all tactical, logistical, service and support resources mobilized by the incident dispatch community.

“Sheriff.” The Sheriff of the county.

“State.” The State of Colorado.

“State Responsibility Fire.” A County Responsibility Fire that exceeds the County and the Sheriff’s capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for EFF, or for State-coordinated financial assistance.

“Unified Command” or “Unified Command Structure.” Pursuant to C.R.S. § 29-22.5-102(8), the incident commanders representing agencies or jurisdictions that share responsibility for the incident manage the response from a single incident command post, allowing agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

“Wildland Area.” Pursuant to C.R.S. § 29-22.5-102(9), an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

“Wildland Fire.” Pursuant to C.R.S. § 29-22.5-102(10), an unplanned or unwanted fire in a Wildland Area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in Wildland Areas where the objective is to extinguish the fire. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

“Wildland Urban Interface” or “WUI.” The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. Describes an area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire. *See* NWCG Glossary of Wildland Fire Terminology – PMS-205, October 2014.

“Wildland-Urban Interface Fire” or “WUI Fire.” An unplanned or unwanted fire involving vegetative fuels in the Wildland Urban Interface, including unauthorized human-caused fires, out-of-control prescribed burning, and all other fires involving vegetative fuels in the WUI where the objective is to extinguish the fire. *See* FEMA 2010 National Fire Incident Reporting System Complete Reference Guide.

“Wildfire.” For purposes of this Agreement, either a Wildland Fire in a Wildland Area or a Wildland-Urban Interface Fire in a Wildland-Urban Interface area.

E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT

County AOPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms of this Agreement.

F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS AND EXHIBITS

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;
3. Executed EFF Agreement for EFF Counties;
4. Executed Cost Share Agreements;
5. Executed Assumption of Fire Control Duty Agreements;
6. Executed County AOPs;
7. Executed DFPC Analysis Forms.

The Parties to this Agreement hereby acknowledge and agree that any changes the DFPC Analysis Form made by DFPC pursuant to its power to promulgate rules and regulations set forth in C.R.S. § 24-4-103, *et seq.* may result in an updated version of such document and shall be incorporated into this contract. If such document has been updated after the effective date of this Agreement, the DFPC will provide the Parties with such updated document.

G. AGREEMENT

Section 1. PLANNING

1.1 County AOP. Prior to April 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly prepare, review, update, execute, and distribute a County AOP. The DFPC shall arrange the date and location of the County AOP meeting(s), and shall be the lead coordinator and facilitator of the County AOP. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County AOP meeting(s) and negotiations and may execute the County AOP as a party. The County AOP shall be in the format of the template attached hereto as Exhibit A, *County Annual Operating Plan Template*. However, the Parties may revise the County AOP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Further, the Parties acknowledge and agree that the County AOP is an aspirational plan documenting how Wildland Fire cooperation is implemented within the county.

1.2 Execution of the County AOP. All Parties recognize the importance of clear plans in the event of a Wildland Fire. For this reason, all Parties will make a good faith effort to execute a County AOP by April 1 of each year. Failure to execute a County AOP by the April 1 deadline will not result in a penalty to any Party pursuant to this Agreement. The Parties may jointly extend the April 1 deadline upon the written mutual consent of all Parties and the provision of written notice of the same being sent to all the participants in the prior year's County AOP.

1.3 Intergovernmental Agreements Concerning State Owned Lands. The Parties acknowledge that pursuant to C.R.S. § 24-33.5-1221(2), the County may be required to enter into intergovernmental agreements prior to January 1, 2017, with certain state agencies that own lands within the county.

Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE

2.1 County and Sheriff Responsibilities. The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreement, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff shall appoint a Local Incident Management Team to provide the command and control infrastructure necessary to manage a County Responsibility Fire. The Local Incident Management Team may consist of a single individual serving as Incident Commander. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire suppression efforts and the authority for the ordering and monitoring of resources subject to compliance with State law.

2.2 DFPC Responsibilities. The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Local Incident Management Team. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Local Incident Management Team, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. Finally, the DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment.

Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE

3.1 Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire. Pursuant to C.R.S. § 29-22.5-103(2)(c), when the Sheriff determines that a County

Responsibility Fire exceeds the County's capability to control or extinguish the Wildland Fire, the Sheriff shall request assistance from DFPC through the Colorado Emergency Operations Line and, in addition, by any other available means of communication the Sheriff so chooses. Following such a request for assistance, the DFPC and the Sheriff will assess the severity of the fire utilizing the *DFPC Analysis Form*. The Wildland Fire shall be elevated to a State Responsibility Fire when the DFPC Analysis threshold has been met and the Parties enter into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether a Wildland Fire qualifies for Emergency Fire Fund assistance by following the procedures outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund.

3.2 County and Sheriff Responsibilities. For the duration of a State Responsibility Fire, the Sheriff, at the Sheriff's discretion, may serve or appoint someone to serve within the Unified Command Structure as an Agency Administrator. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander within the Unified Command Structure. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative.

3.3 DFPC Responsibilities. For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority contained in an Assumption of Fire Control Duty Agreement. DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander within the Unified Command Structure.

3.4 Parties' Mutual Responsibilities. In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

Assumption of Fire Control Duty Agreement:

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those delegated to the DFPC;

Cost Share Agreements:

- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources; and

Return of Authority Agreement:

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties.

3.5 All Parties Agree. No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

3.6 Appeal of Determination of State Responsibility Fire. Review of the DFPC's use of the *DFPC Analysis Form* in analyzing a potential State Responsibility Fire that will be in accordance with the provisions of C.R.S. § 24-4-106.

Section 4. WILDFIRE PREPAREDNESS

4.1 County and Sheriff Responsibilities. The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC's Regional Fire Management Officer in the coordination of the State-owned engine program and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of Wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

4.2 DFPC Responsibilities. The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to detect, contain, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC engine program and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and

terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

Section 5. WILDFIRE PREVENTION

5.1 County Responsibilities. Pursuant to C.R.S. § 30-15-401(1)(n.5)(I), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County AOP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the media as outlined in the County AOP.

5.2 DFPC Responsibilities. The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media as outlined in the County AOP.

Section 6. WILDFIRE DETECTION AND NOTIFICATION

6.1 Sheriff Responsibilities. The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219, via the Colorado Emergency Operations Line and its notification responsibilities as outlined in the County AOP.

6.2 DFPC Responsibilities. The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County AOP.

Section 7. INVESTIGATIONS

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires suspected to be human-caused in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete; and 3) whether charges have been filed

or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands.

Section 8. REPORTING

8.1 All Parties Agree. The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via NFIRS.

8.2 Sheriff Responsibilities. The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

8.3 DFPC Responsibilities. The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available, and the DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS.

Section 9. PRESCRIBED BURNING

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall be addressed to the respective Parties as follows:

DFPC: DFPC Regional Fire Management Officer
Kirk Will
8426 Kosmerl Place
Fredrick CO 80504
720-556-5100 Kirk.Will@state.co.us
(address/phone/email)

County and Sheriff: Sheriff Michael McIntosh
332 N. 19th Ave
Brighton CO 80610
303-654-1850
sheriff@adamscounty.org
(name/title/address/phone/email)

Section 10. BILLING AND PAYMENT

10.1 General Provisions. The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law. Any invoice from the DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include a copy of a written and executed Mutual Aid Agreement, cost share agreement, or other appropriate agreement apportioning such expense to the County and/or the Sheriff. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado.

In that capacity, the DFPC may charge the County and the Sheriff a *Cost of Overhead* fee not to exceed thirteen percent (13%) of the total amount billed to the County at a rate that adequately offsets the cost of providing the billing services.

10.2 Procedure to Invoice the County and the Sheriff. Following any Wildland Fire that may incur a cost to County or the Sheriff, the DFPC shall assist the County and the Sheriff by requesting cost reports from assisting agencies and producing invoices payable by the County. To start the process, within thirty (30) days after declared containment of the Wildland Fire, the County and/or the Sheriff shall submit to the DFPC a written request for cost reports from assisting agencies. Following receipt of the County and/or the Sheriff's written request, the DFPC shall request cost reports from assisting agencies for review and validation by the County and/or the Sheriff. Following the County and/or the Sheriff's review and validation, the DFPC shall make reasonable efforts to submit written invoices, along with adequate supporting documentation, to the County and/or the Sheriff within one hundred and twenty (120) days after the date the Wildland Fire is declared contained. If the DFPC cannot submit written invoices within one hundred and twenty (120) days, the DFPC shall at a minimum submit a written estimate of the anticipated expenses by November 15th of the year in which the Wildland Fire occurred.

Section 11. GENERAL PROVISIONS

11.1 Term. The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

11.2 Repeal of Prior Agreements. This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

11.3 Amendments or Extensions. Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes

not properly approved in advance.

11.4 Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

DFPC: Division Director
690 Kipling Street, #2000
Lakewood, Colorado 80215

County: Adams County Emergency Management
4430 S Adams County PKWY
Brighton CO 80601

Sheriff: Michael McIntosh
332 N 19th Ave
Brighton CO 80610

11.5 Captions, Construction and Severability. The captions and headings used in this Agreement are for identification only, and will be disregarded in any construction of the Agreement provisions. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

11.6 Ability to Contract. Each Party represents that it is not subject to any restrictive obligations imposed by any other agreement that would impair its ability to perform its obligations hereunder. The individual or individuals signing on behalf of each Party represent that they are fully authorized by law, statute, delegation, or otherwise to execute this Agreement and make it binding and enforceable against the Party on whose behalf the individual or individuals is or are signing.

11.7 Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile machine copies or scanned versions of an original signature by any Party shall be binding as if they were original signatures.

11.8 Appropriations. Because this Agreement involves the expenditure of public funds, all obligations under this Agreement are contingent upon appropriation and continued availability of funds for such obligations. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or the laws of the State of Colorado.

11.9 Colorado Special Provisions. The following Special Provisions are required by law to be contained in every agreement of the State of Colorado. Any conflict between the Special Provisions and any other provision of this Agreement shall be resolved in favor of the applicable Special Provision:

(a) Controller's Approval; C.R.S. § 24-30-202(1). This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

(b) Fund Availability; C.R.S. § 24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(c) Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

(d) Independent Contractor. The County and the Sheriff shall perform their duties hereunder as independent contractors and not as employees. Neither the County nor the Sheriff nor any agent or employee of either of them shall be deemed to be an agent or employee of the State. The County and the Sheriff and their employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for the County or the Sheriff or any of their agents or employees. Unemployment insurance benefits will be available to the County and the Sheriff and their employees and agents only if such coverage is made available by the County or Sheriff or a third party. The County and the Sheriff shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. The County and the Sheriff shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. The County and the Sheriff shall (a) keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for their acts and those of its employees and agents.

(e) Compliance with Law. The County and the Sheriff shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

(f) Choice of Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of

complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

(g) Binding Arbitration Prohibited. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

(h) Software Piracy Prohibition; Governor's Executive Order D 002 00. State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The County and the Sheriff hereby certify and warrant that, during the term of this Agreement and any extensions, the County and the Sheriff have and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the County or the Sheriff, or both, are in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.


(i) Employee Financial Interest/Conflict of Interest; C.R.S. §§ 24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The County and the Sheriff have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the County's or Sheriff's services and the County and the Sheriff shall not employ any person having such known interests.

(j) Public Contracts with Natural Persons; C.R.S. § 24-76.5-101. The County and the Sheriff, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101 *et seq.*, and (c) if requested by the State, has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT

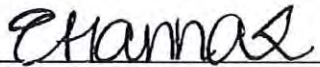
Adams COUNTY, COLORADO:

Board of County Commissioners:

By: 
Chair

Charles "Chaz" Tedesco, chairman
Print Name & Title of
Authorized Officer

ATTEST:
(SEAL)


County Clerk
Deputy
County Sheriff:

By: 
Sheriff

STATE OF COLORADO:
John W. Hickenlooper, GOVERNOR

Department of Public Safety, Division of Fire Prevention and Control

By: 
Paul L. Cooke
Director

APPROVED:

LEGAL SUFFICIENCY:
DEPARTMENT OF LAW
Cynthia H. Coffman
Attorney General

By: 

**ALL CONTRACTS MUST BE APPROVED
BY THE STATE CONTROLLER**

C.R.S. § 24-30-202 requires that the State Controller approve all state contracts. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

STATE CONTROLLER:
ROBERT JAROS, CPA, MBA, JD

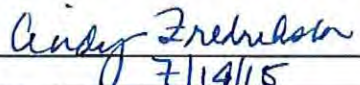
By: 
Date: 7/14/15

Exhibit A: *County Annual Operating Plan Template*

Contents

PREAMBLE 4

PURPOSE 4

AUTHORITIES..... 4

RECITALS 4

INTERAGENCY COOPERATION..... 4

 Interagency Dispatch Centers 4

 Interagency Resources..... 4

 Standards..... 4

PREPAREDNESS 5

 Protection Planning 5

 Protection Areas and Boundaries 5

 Methods of Fire Protection and Suppression 5

 Reciprocal (Mutual Aid) Fire Assistance..... 5

 Acquisition of Services 5

 Joint Projects and Project Plans 5

 Fire Prevention..... 5

 Public Use Restrictions..... 5

 Burning Permits..... 5

 Prescribed Fire (Planned Ignitions) and Fuels Management..... 5

 Smoke Management 5

OPERATIONS 5

 Fire Notifications..... 5

 Boundary Line Fires 5

 Response to Wildland Fire..... 5

 Special Management Considerations..... 6

 Decision Process 6

 Cooperation 6

 Communication..... 6

 Cost efficiency 6

 Delegation of Authority 6

 Preservation of Evidence..... 6

STATE EMERGENCY FIRE FUND (EFF)..... 6

PREAMBLE

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PURPOSE

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AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
 - BUREAU OF LAND MANAGEMENT – COLORADO Agreement Number BLM-MOU-CO-538
 - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION Agreement Number F1249110016
 - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION (no agreement number)
 - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
 - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION Agreement Number 11-FI-11020000-017
- [Click here to enter text.](#)County, Intergovernmental Agreement for Participation in the Colorado Emergency Fire Fund, CSFS #108
- Agreement for Cooperative Wildfire Protection in [Click here to enter text.](#)County, CSFS #109

RECITALS

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INTERAGENCY COOPERATION

Interagency Dispatch Centers

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Interagency Resources

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Standards

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Special Management Considerations

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Decision Process

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Cooperation

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Communication

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Cost efficiency

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Delegation of Authority

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Preservation of Evidence

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STATE EMERGENCY FIRE FUND (EFF)

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USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement (Cost Share Methodologies)

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Training

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Communication Systems

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Fire Weather Systems

Click here to enter text.

Aviation Operations

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Billing Procedures

Click here to enter text.

SIGNATURES

Authorized Representatives

Click here to enter text.**COUNTY SIGNATURES**

Signature _____
Date

Click here to enter text. County Sheriff
Printed Name *Title*

Signature _____
Date

Click here to enter text. County Commissioner
Printed Name *Title*

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

Signature _____
Date

Click here to enter text. Regional Fire Management Officer
Printed Name *Title*

ATTACHMENT #2

Mutual Aid Agreements



The Colorado Intergovernmental Agreement for Fire Mutual Aid

April 25, 2015



In 2014, the Colorado State Fire Chief's Association sponsored the "Broken Arrow" exercises. These exercises were designed to improve our ability to respond rapidly to major events across the state. Following those exercises, many of the participating chiefs met along with Department of Fire Prevention and Control, Department of Homeland Security and Emergency Management, Colorado Sheriffs and the Colorado Emergency Manager's Association to work toward improvements identified in those exercises.

There were four points of focus for efforts in 2015 and beyond:

1. Development of a Colorado Fire Resource Mutual Aid Agreement.
2. Increase the number of organized strike teams and task forces to twenty.
3. Develop a training program for all fire personnel about mutual aid and mobilization procedures.
4. Work with appropriate local, state and federal agencies on ways to facilitate the transition from mutual aid to mobilization.

Here is the Colorado State Mutual Aid Agreement, adopted by the Colorado State Fire Chief's Association. It was reviewed by the Association's legal counsel, and has been crafted to help ensure the protection of all parties providing mutual aid. Input from across Colorado went into the agreement.

This agreement does not create any obligations. Under Colorado Revised Statutes Title 29, Article 5, all fire agencies can provide mutual aid to all other agencies. Under state statute and under this agreement, all mutual aid is voluntary. What this agreement does is to try to clarify and standardize the terms. Standardization of mutual aid periods and elimination of assumed liability were the key items we sought to put into the agreement.

Many of us have multiple agreements with differing terms currently. Some agreements conflict over mutual aid periods or assumed liability. It was in seeking to eliminate those types of inconsistencies and conflicts that this agreement was drafted. This agreement does not prevent any agencies from entering into automatic aid agreements, or contracts for service, or agreements to extend mutual aid to 24 hours, or any other agreement that might be necessary between your agency and your neighbors. This agreement represents what you would expect if you choose to go outside of your local area, or if you need the assistance from across the state.

We are recommending all fire agencies in Colorado adopt this agreement, in hopes that response to future fires and emergencies can be handled as smoothly as possible.

COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID

THIS INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID ("Agreement") is made by and between the parties who are signatory to this Agreement.

WHEREAS, the Parties are authorized to provide fire protection, and in some instances other emergency services, such as hazardous material, extrication, rescue, ambulance and/or emergency medical services, within their jurisdictional boundaries and under certain circumstances outside their jurisdictional boundaries, including fire protection districts duly organized and operating pursuant to the provisions of Article 1, Title 32, Colorado Revised Statutes ("C.R.S."); municipalities operating fire departments pursuant to Article 15, Title 30, C.R.S; and other governmental agencies authorized to provide such services; and

WHEREAS, the Parties acknowledge that each Party would benefit from the availability of the other Parties in the event of fires, emergency medical incidents or other incidents; and,

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and C.R.S. § 29-1-203, the Parties desire to enter into an agreement to provide for mutual aid response of equipment and personnel of each Party to areas within the jurisdiction of another Party; and,

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security and general welfare of the public.

NOW THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth herein, the Parties agree as follows:

1. **Colorado Revised Statutes.** Except for the provisions of C.R.S. §29-5-108, the provisions of Article 5, Title 29, the Colorado Revised Statutes, as amended, shall apply to the Parties. The statute shall control in the event of a conflict between the statute and this Agreement. The Assisting Party's equipment and personnel shall at all times remain under the immediate and complete control of the Assisting Party. As such, the provisions of C.R.S. §29-5-108 do not apply to this Agreement.
2. **Definitions.** The following terms used in this Agreement are defined as follows:
 - a. "Assisting Party" means a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of the Requesting Party.
 - b. "Emergency Incident" means a reported fire, emergency medical, rescue or hazardous material incident requiring an emergency response by a Party.
 - c. "Mutual Aid" means the assistance provided by an Assisting Party to a Requesting Party on direct request of the Requesting Party.

- d. "Party" means a municipal fire department, fire protection district or other governmental agency that has signed this Agreement".
 - e. "Parties" means every Party that has signed this Agreement.
 - f. "Requesting Party" means a Party within whose jurisdiction an emergency incident has been reported and which is assisted by or has requested assistance of an Assisting Party.
3. **Mutual Aid.** Each Party agrees to provide Mutual Aid to another Party or Parties when requested; provided, however, that an Assisting Party shall provide Mutual Aid at its sole discretion and shall be excused from making equipment and personnel available in the event of a pre-existing or contemporaneous need within the Assisting Party's jurisdiction, or when insufficient resources are available to provide Mutual Aid. The decision to provide Mutual Aid shall be made by the Assisting Party at its sole discretion, which decision shall be final and conclusive.
4. **No Liability for Failure to Provide Mutual Aid.** No liability of any kind or nature, whether expressly or implied, shall be attributed to or be assumed by a Party, its duly authorized agents and personnel, for failure or refusal to provide Mutual Aid. Nor shall there be any liability of a Party for withdrawal of Mutual Aid once provided pursuant to the terms of this Agreement.
5. **Pre-Approval.** By signing this Agreement, the governing body of a Party is hereby deemed to have approved the provision of Mutual Aid beyond its political boundaries, and any Mutual Aid provided pursuant to this Agreement shall not require any further approval by the governing body of the Party.
6. **Mutual Aid Period.** The extent of the Mutual Aid period shall be twelve (12) consecutive hours from the time of initial dispatch of the Emergency Incident, unless extended by an additional agreement between the Parties. The initial dispatch shall be the first notification of the Emergency Incident; a Requesting Party may not circumvent the limitation on Mutual Aid by re-toning when Mutual Aid is requested or by using the time of notification of an Assisting Party.
7. **Cost.** Each Party shall be responsible for all costs, including wages, benefits or other compensation of its personnel incurred in the performance of this Agreement through the end of the Mutual Aid period and shall not seek reimbursement from the Requesting Party, except for third party reimbursement as is allowed by law and collected by the Requesting Party. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

8. **Supplies.** Each Party shall be responsible for providing fuel, potable water, food and other such normal consumable supplies used by its own personnel and equipment. The Requesting Party shall be responsible for providing for or reimbursing the use of firefighting foam, special extinguishing agents, medical equipment and similar consumables when use is requested by the Requesting Party.
9. **Damages.** Each Party hereby assumes all liability and responsibility for damage to its own apparatus and/or equipment, except when such damage is directly caused by another Party to this Agreement. Each Party also assumes all liability and responsibility for any damage caused by its own apparatus while in route to or returning from an Emergency Incident. No Party shall be liable or responsible for the personal property of the Assisting Party's personnel which may be lost, stolen or damaged while performing their duties under this Agreement. A Requesting Party may, in its sole discretion, replace or reimburse the cost of an Assisting Party's equipment damaged or expended in providing Mutual Aid if requested by the Assisting Party.
10. **Not a Replacement for Responsibility.** Each Party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to handle ordinary and routine Emergency Incidents occurring within its boundaries and for which the Party is organized. A Requesting Party shall not expect any other Party to respond to an Emergency Incident where the request arises due to a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably working order and in sufficient quantity to meet the normal and routine needs of the persons and property within the Requesting Party's jurisdiction. Nothing in this Agreement prevents two or more of the Parties from entering into contracts, automatic aid agreements or other methods to meet their responsibilities as agreed between those Parties.
11. **Joining Parties.** Each Party agrees to allow a municipal fire department, fire protection district or other governmental emergency response agency to join this Agreement after formal approval of the governing body of such municipal fire department, fire protection district or other governmental emergency response agency and notification of such action to each of the other Parties to this Agreement.
12. **Third Party Recovery.** Each Party agrees that, for each Emergency Incident within its jurisdictional boundaries for which it has requested Mutual Aid through this Agreement, it will reasonably pursue any and all legal reimbursement possible, pursuant to state and federal laws, including but not limited to reimbursement for hazardous materials

incidents occurring within its boundaries, on behalf of all Assisting Parties, and upon full or partial payment by the responsible entity, shall distribute the reimbursement in a fair and equitable manner to Assisting Parties based on their relative documented expenses for the Emergency Incident.

13. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their councilpersons, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
14. **Liability Insurance.** Each Party is responsible for determining and maintaining adequate levels of its own liability insurance.
15. **Personnel Status.** Nothing contained in this Agreement, and no performance under this Agreement by personnel of the Parties, shall in any respect alter or modify the status of officers, employees, volunteers or agents of the respective Parties for purposes of worker's compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, rank, or for any purposes or conditions of employment or volunteerism. Worker's compensation shall be as structured in C.R.S § 29-5-109. Pension benefits shall be provided as set forth in C.R.S. § 29-5-110.
16. **Equal Value.** Each Party declares that the value of this Agreement is equal to all Parties.
17. **Severability.** In the event that any part, term or provision of this Agreement is found to be in violation or conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with Colorado law.
19. **Governance.** An Executive Board may be established by signatory parties to consider, adopt and amend rules, procedures, by-laws and other matters deemed necessary by the parties. The Executive Board shall consist of elected members from signatory parties who shall serve as voting representatives of other signatories and be established and structured as the signatory parties deem appropriate.

20. **Binding.** This Agreement shall be binding on the successors and assigns of each Party, except that no Party may assign any of its rights or obligations hereunder without the prior written consent of all other Parties.
21. **No Third Party Benefit.** This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties under or relating to this Agreement are not subject to the consent of any third party.
22. **Term and Effective Date.** This Agreement shall be in effect upon the date of the first signature; and shall be effective for each Party upon their authorized signatures. Unless terminated by all of the Parties, this Agreement shall remain in effect for so long as there are at least two Parties to this Agreement.
23. **Termination.** All of the Parties may terminate this Agreement at any time by written agreement of all of the Parties. Any Party may terminate its participation in this Agreement at any time upon thirty (30) days written notice to each of the other Parties. Notice may be made through the Colorado State Mutual Aid Board or through direct mailing to each Party.
24. **Execution.** This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall be constitute and be deemed as one and the same document.
25. **Amendments.** This agreement may only be amended by written consent of all the parties hereto. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID

SIGNATURE PAGE

This signatory certifies that this COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID has been approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entity

President, Mayor, or Designee

Date



Commissioners' Office
4430 South Adams County Parkway
5th Floor, Suite C5000A
Brighton, CO 80601-8204
PHONE 720.523.6100
FAX 720.523.6045
www.adcogov.org

To our partners in Adams County,

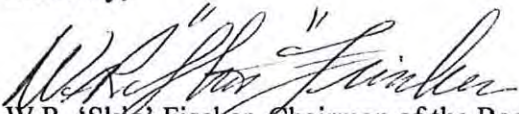
Attached is a proposed Intergovernmental Agreement for Disaster Mutual Aid Assistance. This agreement is meant to address gaps that we have identified within State Legislation and existing mutual aid agreements. It is not meant to replace or supersede existing agreements for mutual aid, but merely to supplement.

As we have seen, pre-disaster agreements are critical not only for mobilizing assistance quickly, but also for determining post-disaster cost sharing. We believe this agreement will be mutually beneficial to our towns and municipalities as it addresses these issues and also provides for better coordination in our disaster planning efforts. Additionally, the agreement also provides for resource mobilization and cost sharing in situations that do not require a disaster declaration, but where emergency assistance is needed nonetheless.

Your local emergency managers participated in the creation of this agreement and it was carefully drafted based on their expertise and input from your policy makers. This has been a collaborative effort.

Our intent is that this agreement becomes effective between parties as of the date of each party's signature. The Board of County Commissioners has adopted the agreement and it has been signed accordingly. We hope you will join us in proactively addressing mutual aid between government entities so that we can better serve our communities during times of disasters and emergencies.

Sincerely,


W.R. 'Skip' Fischer, Chairman of the Board
Adams County Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS

W. R. "Skip" Fischer
DISTRICT 1

Alice J. Nichol
DISTRICT 2

Erik Hansen
DISTRICT 3

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 12th day of December 2012, there were present:

W.R. "Skip" Fischer _____ Chairman
Alice J. Nichol _____ Commissioner
Erik Hansen _____ Commissioner
Jen Wascak _____ County Attorney
Keisha Hirsch, Deputy _____ Clerk of the Board

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

RESOLUTION APPROVING AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER-EMERGENCY FUNDING ASSISTANCE IN AND BETWEEN LOCAL GOVERNMENTS

WHEREAS, Adams County has the authority to enter into this IGA pursuant to Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., as amended; and,

WHEREAS, the Agreement allows participating parties to provide emergency resources and personnel in the event of a disaster or other incidents not rising to the level of a disaster declaration; and,

WHEREAS, the Agreement provides clear terms regarding cost share and mutual aid periods as required by FEMA; and

WHEREAS, the attached intergovernmental agreement is not meant to supersede or replace other existing mutual aid agreements, such as the North Metro Fire Chief's Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements; and,

WHEREAS, NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with the municipalities within Adams County, regarding emergency management, a copy of which is attached hereto and incorporated herein by this reference, including all terms and conditions contained therein, be approved.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners be authorized to execute said Intergovernmental 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:

Fischer _____ Aye
Nichol _____ Aye
Hansen _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, 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 12th day of December, A.D. 2012.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

AGREEMENT
FOR DISASTER-EMERGENCY MUTUAL AID
AND
DISASTER-EMERGENCY FUNDING ASSISTANCE
IN AND BETWEEN
LOCAL GOVERNMENTS

This Agreement, dated this 10th day of December 2012, is made by and between the local government entities who are signatories thereto, all being local governments lying within or servicing the whole of Adams County, Colorado, and each a Party (referred to herein as "the Parties"), agreeing as follows

- I. **Purpose**
The purpose of this Agreement is to set the terms for the provision of Disaster and Emergency Mutual Aid and Assistance, including County Disaster and Emergency Assistance funding during declared emergencies or disasters.
- II. **Authority**
The authority for this IGA is Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., as amended.
- III. **Term**
The term of this IGA shall be for five (5) years from the reference date above, unless sooner terminated under the provisions of this IGA. This agreement shall be automatically renewed in continuing five (5) year increments unless terminated by the Parties pursuant to the provisions of Section VI or XII below.
- IV. **Disaster Assistance and Mutual Aid**
 - a. Assistance and Mutual Aid
 - i. Pursuant to the Colorado Disaster Act, the County agrees to provide the following assets and assistance subject to the provisions of this IGA:
 1. The County Emergency Operation Center (EOC) shall be made operational upon request by any Party(ies) experiencing a disaster or emergency.
 2. At the discretion of the County Administrator or Board of County Commissioners, deployment of County assets upon the request of a Party during a disaster or emergency when the requesting Party has determined that the incident demands exceed the capabilities of the requesting Party.
 3. The County may make available the Adams County Policy Center when requested by two or more Parties in support of the need for a Unified Coordination System.
 - ii. Signing Parties may also agree to provide assets and assistance to one another and the County, subject to the provisions of this IGA.
 - iii. Parties agree to provide reasonable participation and assistance in training and exercise development that support the purpose of this IGA.

- b. Declared Emergencies or Disasters. In the event of a local or state Declared Emergency or Disaster, as pursuant to and as provided by any municipalities charter, ordinances or resolutions, County resolution, the Colorado Disaster Act of 1992, as amended, or a federal disaster declaration, any Party to this Agreement may request from the other Parties that assistance be provided anywhere within the requesting Party's jurisdiction.
 - i. A request for assistance may be for any type of assistance or aid that the requesting Party may deem necessary to respond to the emergency or disaster situation within their jurisdiction and which is not otherwise covered by other existing mutual aid agreements, such as the North Metro Fire Chief's Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements.
 - ii. Any request for mutual aid or assistance shall include a statement of the amount and type of equipment and/or personnel requested, contact information, duration needed, and the location to which the equipment and/or personnel are to be dispatched.
 - iii. Upon receipt of a request for assistance, the other Party(ies) may voluntarily agree to provide any personnel, equipment, or other assistance which the requesting Party deems suitable for mutual aid assistance.
 - iv. **The mutual aid period shall begin and continue for twelve (12) hours from the time of dispatch.**
 - 1. During the first twelve (12) hours, the requesting party will not incur any personnel or equipment charges from any responding Party.
 - 2. After twelve (12) hours, the responding Party may continue to provide such assistance at no charge to the requesting Party, or may charge the requesting Party at the rate provided when agreeing to respond.
 - v. In requesting and providing such assistance, the Parties agree to conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
- c. Emergencies or Disasters not rising to the level of Declaration. In the event that the incident does not rise to the level of necessitating a disaster declaration, the provisions of this IGA will also be utilized in the providing of assistance and aid.
- d. Command & Control.
 - i. Requests for mutual aid and assistance under this Agreement will be processed through the requesting Party's Emergency Operations Center (EOC) to the County EOC. The County EOC will relay the request to the other Parties and the State EOC.
 - ii. Parties responding with available resources and personnel will confer with the requesting Party's EOC and report to the staging area designated by the requesting Party. The responding Party's EOC will status the appropriate resources accordingly in WebEOC.
 - iii. Personnel and equipment shall be released by the requesting Party's Incident Commander when the assistance is no longer required or when the responding Party's equipment or personnel are requested by the responding Party. Such

release of equipment shall be communicated and documented through the County EOC and resource management system.

- iv. Personnel and equipment under this Agreement shall follow the incident command system and NIMS principles.
- v. Personnel are responsible for following their agency's policies and procedures.
- vi. Tracking of costs, personnel and equipment shall be the responsibility of the requesting Party.

V. Reimbursement and Compensation

- a. Reimbursement. Any Party may seek reimbursement or other recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies.
- b. Compensation. Except as otherwise stated in this IGA, no Party shall be required to pay any additional compensation other than the rate provided when agreeing to respond.
- c. Agency Policy and Procedures. Personnel are responsible for following their agency's administrative policies and procedures. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker's compensation for its own personnel.
- d. Reimbursement Distribution. In the event of any reimbursement pursuant to cost recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies, the receiving Party will distribute the received funds in a fair and equitable manner to assisting jurisdictions, based upon a pro rata share of their documented expenses for the involved incident.

VI. Disaster Planning and Interagency Cooperation

In order to enhance public safety, the protection of life, property and the environment, and in order to enhance the mutual aid capabilities contemplated in this IGA, the Parties agree to the following provisions:

- a. Prepare and keep current emergency planning documents, including jurisdictional disaster response plans and recovery plans. Parties agree to cooperate in the development of each Party's Emergency Operations Plans.
- b. Participate in the Adams County emergency management activities which are designed to ensure coordinated disaster planning, response, and recovery. These activities may include the Local Emergency Planning Committee, multi-agency coordination systems, disaster risk and hazard assessment, training and education, and Incident Management Team support.
- c. Provide a liaison to the County EOC during incidents that affect two or more municipalities within the County to the extent allowed by the local emergency plans, staffing, and other budgetary considerations of the parties. Liaisons may be provided virtually through EOC software management tools, telephone or email.

VII. Termination

- a. A Party to this Agreement may terminate its participation in this IGA upon ninety (90) days prior written notice and without compensation to the other Parties. Termination will not negate any pending claims for reimbursement provided under this Agreement.
- b. Any Notice of Termination shall be addressed to the governing board of each Party.

VIII. Non-Liability

- a. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for any Party to assume any liability for injury, property damage, or any other loss or damage that may occur by any action, or non-action taken, or service provided, to the public or any person, as a result of this Agreement.
- b. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for the provision of any service or assistance, the Parties recognizing and intending to exercise rights for mutual convenience which they may exercise independently.
- c. This IGA shall not be construed as creating any benefit or enforceable right for any person or entity not a signatory to this agreement.

IX. Integration and Amendments

This Agreement contains the entire understanding of the Parties and the Parties agree that this IGA may only be amended or altered by written Agreement signed by the Parties' governing bodies.

X. Assignment /Transfer

No Party shall assign or otherwise transfer this Agreement or any right or obligation herein without prior consent of the other Parties.

XI. No Third Party Beneficiary

- a. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA shall be strictly reserved to the Parties, and nothing contained this IGA shall give or allow any claim or right of action by any other person or entity regarding this Agreement.
- b. Nothing in this IGA is intended to create or grant to any third party or person any right or claim for damage, or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including the rights, protections, limitations and immunities granted the Parties under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq.*, as same may be amended from time to time.

XII. Waiver

The provision of services under this IGA is for the benefit of the Parties in times of emergency or disaster. Accordingly, the Parties do hereby waive, remise, and release any claim, right, or cause of action which either may have, or which may accrue in the future, against the another arising in whole or in part from this Agreement.

XIII. Severability


If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding upon the Parties.

XIV. Headings

The section headings of this Agreement are inserted only as a matter of convenience and for reference. They do not define or limit the scope or intent of any provisions in this IGA and shall not be construed to affect in any manner the terms and provisions herein.

XV. Execution

This Agreement shall be executed by each Party on a separate signature page. Original pages shall be recorded and held by the Adams County Office of Emergency Management.

 12-12-12
Board of County Commissioners Date

City of Arvada Date

City of Aurora Date

City of Brighton Date

City of Commerce City Date

City of Federal Heights Date

City of Northglenn Date

City of Thornton Date

City of Westminster Date

ATTACHMENT #3

Adams County Burn Restriction Levels



Michael T. McIntosh, Sheriff
SheriffMcIntosh@adcogov.org

Harold Lawson, Undersheriff
UndersheriffLawson@adcogov.org

LEVELS OF BURNING RESTRICTIONS

LEVEL 1 – NO BURNING RESTRICTIONS

Controlled Burns have to be called in to the Adams County Communications Center

LEVEL 2 – RESTRICTIONS REQUIRED DUE TO SEVERE DRY CONDITIONS/

The following acts are prohibited in unincorporated Adams County until further notice:

1. Building, maintaining, attending, or using any fire or campfire.

EXEMPTIONS:

- A. Persons with a **VALID WRITTEN PERMIT** from the Fire Chief that specifically authorizes the otherwise prohibited act.
- B. Any federal, state, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
- C. Any fires contained within a liquid fuel or gas stove, fireplaces within buildings, and charcoal or propane grill fires at private residences.
- D. A fire within a permanent constructed fire grate in a developed campground.
- E. The burning of household trash when contained within a fireproof container sufficiently maintained to prevent escaping flame or burning material from the bottom or sides and screened sufficiently on top to prevent the release of burning material and located in the center of an area at least ten feet (10') in diameter from which all flammable material has been removed.

NOTE: Declarations of "**FIRE WEATHER WATCH**" by the National Weather Service for Adams County will automatically place fire restrictions to **LEVEL 2**.

LEVEL 3 – EXTREME CONDITIONS, NO OPEN BURNING ALLOWED

No open burning is allowed until further notice. Those having burn permits issued by the Fire Chief **CANNOT** burn during Level 3.

NOTE: Declarations of "**RED FLAG WARNING**" by the National Weather Service for Adams County will automatically place fire restrictions to **LEVEL 3**.

Headquarters
332 N. 19th Avenue
Brighton, CO 80601
(303) 655-3210
[facebook.com/AdamsSheriffCO](https://www.facebook.com/AdamsSheriffCO)

Detective & Patrol Divisions
4201 East 72nd Avenue, Suite C
Commerce City, CO 80022
(720) 322-1313

www.AdamsSheriff.org

Jail Division
150 North 19th Avenue
Brighton, CO 80601
(303) 654-1850

Flatrock Training
23600 East 128th Avenue
Commerce City, CO 80022
(720) 523-7500
[facebook.com/Flatrocktraining](https://www.facebook.com/Flatrocktraining)

ATTACHMENT #4

Complexity Analysis Guidelines

DFPC ANALYSIS FORM

(Complete this form daily, as appropriate, based on the fire situation)

Date: _____ Time: _____ County: _____ Fire Name: _____

Location: Lat/Long _____ Legat T ___ R ___ Section(s) _____

	Current		Predicted	
	Yes	No	Yes	No
I. Resources				
a. Has the normal mutual aid network been fully implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Has the County committed all of its wildland resources defined in the County operating plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have aviation resources been ordered?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Is the fire beyond the capability of local management team?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Is water supply limiting suppression efforts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is there a need for Interagency Regional or National resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Is the availability of additional resources hampering suppression efforts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
II. Values at Risk				
a. Is the general public threatened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are structures threatened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are there unusually hazardous firefighting conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are historical values at risk?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Does the fire involve mixed land ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is critical infrastructure threatened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
III. Fire Behavior				
a. Is fire behavior dictating an indirect control strategy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is extreme fire behavior present?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the 1000 hour fuel moisture below 12%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Is the fuel type and condition conducive to rapid				

	Current		Predicted	
	Yes	No	Yes	No
spread?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Is accessibility limiting suppression efforts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is the rate of spread beyond the suppression capability of local resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Is fire burning on slope greater than 30%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IV. Fire Weather				
a. Are wind speeds greater than 20 mph?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the temperature above seasonal average for fire location?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the RH below 15%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are there any critical fire weather events?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
V. Other Considerations				
a. Are there political or economic concerns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are non-fire incidents occurring which have an impact on fire operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is additional aviation management or oversight needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VI. Totals	A	B	C	D
	0	0	0	0

Current (A) 0 + Predicted (C) 0 = 0

Current (B) 0 + Predicted (D) 0 = 0

To qualify for EFF or State financial assistance, answers must reflect a total local level commitment to the fire.

To qualify for EFF, total of Columns A + C must be equal to or greater than 35. If the incident does not qualify for EFF, DFPC may assist the County in seeking State financial assistance if available.

 Sheriff or Designee's Signature

 DFPC Director or Designee's Signature

DFPC DIRECTOR RESPONSE:

COMPLEXITY ANALYSIS GUIDELINE

How complex must a situation be in order to qualify for an Incident Management Team?

The following chart should be used as a guideline for deciding the level of incident management team needed for an incident.

It is designed to help analyze the complexity or predicted complexity of a given fire situation. Assumptions are:

1. When a fire escapes initial attack, it is automatically considered for an incident management team. A Type 4, Type 3, Type 2, or a Type 1 team should manage it, depending on complexity level.
2. As a fire situation becomes more complex, so does the need for a Type 1 team to handle a predicted Type 1 situation.

Instructions for using this guideline:

1. Carefully analyze each secondary element under the listed primary factors, and check response column either yes or no.
2. Decisions should be based on the number of yes answers under the primary factors. As a rule of thumb, if the majority of the seven primary factors have secondary elements answered with a "yes," the complexity is great enough to warrant a Type I effort. If the majority of the seven primary factors do not have two or more secondary elements answered with a "yes," the complexity should remain at the IMG or Type II level.

It should be emphasized that this analysis is based on predictions for the next burning period. Obviously, if the analysis is on the present situations and one of the primary factors is checked, a Type 1 situation already exists.

A. SAFETY	Yes	No
1. Fixed wing and helicopters both involved.	<input type="checkbox"/>	<input type="checkbox"/>
2. More than one fuel type involved.	<input type="checkbox"/>	<input type="checkbox"/>
3. Extended exposure to risk or unusually hazardous line conditions.	<input type="checkbox"/>	<input type="checkbox"/>
4. Serious accident or fatality.	<input type="checkbox"/>	<input type="checkbox"/>
Subtotal:		0

<p>B. MULTIPLE OWNERSHIPS</p> <p>1. Fire burning on more than one land ownership.</p> <p>2. Disputed fire responsibility/authority.</p> <p>3. Potential for claims.</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>Subtotal: <input checked="" type="checkbox"/> 0</p>
--	---

<p>C. PERSONNEL AND OTHER RESOURCES COMMITTED</p> <p>1. 200 or more people per shift.</p> <p>2. Two or more divisions.</p> <p>3. Multi-support agencies involved.</p> <p>4. Local resources (personnel and equipment) not available or in condition suitable for initial attack.</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>Subtotal:</p>
---	--

<p>D. CONTAINMENT COST</p> <p>1. \$50,000 or more per day.</p>	<p>Yes No</p> <p>Subtotal: <input type="checkbox"/> <input type="checkbox"/></p>
---	--

<p>E. FIRE BEHAVIOR</p> <p>1. Flame length of 6 feet or greater.</p> <p>2. Duration uncontrolled - 2 or more burning periods.</p> <p>3. Severe or extremely variable topography.</p> <p>4. 1 Hr. fuel moisture 5% or less.</p>	<p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p>
---	---

<p>F. Eye-level wind forecast greater than 20 mph.</p>	<p><input type="checkbox"/> <input type="checkbox"/></p>
---	--

<p>G. Active crowning/spotting expected.</p>	<p><input type="checkbox"/> <input type="checkbox"/></p> <p>Subtotal: 0 0</p>
---	---

H.	CULTURAL RESOURCES	Yes	No
	1. Urban interface.	<input type="checkbox"/>	<input type="checkbox"/>
	2. Summer homes.	<input type="checkbox"/>	<input type="checkbox"/>
	3. Other developments.	<input type="checkbox"/>	<input type="checkbox"/>
	Subtotal:		0
I.	POLITICAL PROBLEMS		
	1. Controversial fire policy.	<input type="checkbox"/>	<input type="checkbox"/>
	2. Poor relationship between ownerships.	<input type="checkbox"/>	<input type="checkbox"/>
	3. Pre-existing controversies.	<input type="checkbox"/>	<input type="checkbox"/>
	4. Local organization unable to establish positive media relationships.	<input type="checkbox"/>	<input type="checkbox"/>
	Subtotal:		0
	GRAND TOTAL:	0	0

Recommended Management Level:

- Total # of "Yes" answers:
- 0 - 2 Reinforced Attack
 - 3 - 7 Type 3 Incident Management Team or Type 4
 - 8 - 13 Type 2 Incident Management Team
 - 14+ Type 1 Incident Management Team

Note: Other considerations may influence decision on which Management Level team to request. If Management Level used is different than above indicates, use space below or back of this sheet for documentation.

(Continue on back as needed)

ATTACHMENT #5

Adams County Communications Plan

INCIDENT RADIO COMMUNICATIONS PLAN	1. Incident Name	2. Date/ Time Prepared	3. Operational Period Date/Time
	FTC TYPE III TEAM COMM PLAN		

4. Basic Radio Channel Utilization

Mode: W=Wideband Analog, N=Narrowband Analog, D=Digital, M=Mixed

Channel	Function	Frequency	Tone	Mode	Assignment	Remarks
1	TAC 1	RX: 168.6750		N	TAC 1	R2 FIRE TACTICAL
		TX: 168.6750				
2	TAC 2	RX: 168.7750		N	TAC 2	R2 FIRE TACTICAL 2013 (New 2014 Arap Work Net)
		TX: 168.7750				
3	TAC 3	RX: 164.1000		N	TAC 3	ARAPAHO WORK NET
		TX: 164.1000				
4	FTC COMMAND REPEATER	RX: 169.9500		N	INCIDENT REPEATER	R2 SCENE OF ACTION (SOA)
		TX: 165.2250	107.2			
5	AIR-GROUND	RX: 166.8500		N	AIR-GROUND	NIICD Assigned Interagency Zone Air-Ground AG7. Order new frequency if FTC area Initial Attack creates competition.
		TX: 166.8500				
6	ROOSEVELT DIRECT	RX: 169.1750		N	FTC DISPATCH CENTER	ROOSEVELT DIRECT
		TX: 169.1750				
7	ROOSEVELT REPEATER(S)	RX: 169.1750		N	FTC DISPATCH CENTER	SELECT REPEATER(s) AT TIME OF INCIDENT: TX Tones: Deadman: 110.9, Buckhorn: 123.0, Twin Sisters 131.8, Thorodin 136.5, Pawnee 167.9, Pawnee Buttes TBD 2014 , Gunbarrel 103.5, Portable 151.4
		TX: 169.9750	TBD			
8	ARAPAHO DIRECT	RX: 169.8750		N	FTC DISPATCH CENTER	ARAPAHO DIRECT
		TX: 169.8750				
9	ARAPAHO REPEATER(S)	RX: 169.8750		N	FTC DISPATCH CENTER	SELECT REPEATER(s) AT TIME OF INCIDENT: TX Tones: Squaw: 110.9, Mines: 123.0, S Cottonwood 131.8, Blue Ridge 136.5, Lil Gravel 151.4, Griffith 114.8, Portable 151.4
		TX: 170.4750	TBD			
10	RMNP FIRE	RX: 169.6750	110.9	N	RMNP FIRE REPEATER	TWIN SISTERS (SOUTH OF ESTES PARK)
		TX: 164.4250	103.5			
11	VFIRE21	RX: 154.2800		N	MEDICAL EVACUATIONS	MEDICAL EVACUATIONS (Formerly FERN 1)
		TX: 154.2800	156.7			
12	VFIRE22	RX: 154.2650		N	INTERAGENCY COMMUNICATIONS	BACK-UP INTERAGENCY USE (Formerly FERN 3)
		TX: 154.2650	156.7			
13	LOGISTICS	RX: 166.5625		N	ICP LOGISTICS	ROOSEVELT WORK NET (BUCKHORN MTN BASE)
		TX: 166.5625				
14	AIRGUARD	RX: 168.6250		N	EMERGENCIES	AIRGUARD
		TX: 168.6250				
15	INCIDENT COUNTY 911 CENTER	RX: TBD		TBD	COUNTY 911 DISPATCH CENTER	SELECT APPROPRIATE COUNTY FREQUENCY FROM LIST BELOW.
		TX: TBD	TBD			
16	LAW ENFORCEMENT/AIRGUARD	RX: 168.6250		N	TBD	LAW ENFORCEMENT: AIRGUARD IF NO NEED FOR LAW CHANNEL
		TX: 168.6250	110.9			

5. Prepared by: FTC COML GROUP; Approved by NFRWC Board on:

Use Forest Repeater Network if FTC and ICP cannot communicate through the FTC Portable Command Repeater.

FTC T3 IMG Air-Air Frequency: 127.3250. Request additional A/A & A/G frequencies from FTC if Initial Attack activity in the FTC area creates competition.

TONES: Program Forest Repeater(s) (refer to repeater coverage maps in reference book) and County 911 Center frequency and tones based on location of incident.

FTC Area County 911 Frequencies (Channel 15): Larimer 154.385 (RX/TX) Tone 156.7 Boulder: 154.3250 (RX/TX) Tone: 179.9 Gilpin: 153.8450 (RX) 156.0150 (TX) Tone: 100.0 Clear Creek: 155.0250 (RX) 155.7450 (TX) Tone: 100.0 Grand: 155.6850(RX) 158.8200 (TX) Tone: 156.7

TBD: To Be Determined at time of incident based on geographic/county location.

FIRE 700/800 MHZ TALKGROUPS**Fire Talkgroups**

1	MAYDAY	Emerg. Comm.	ISSI
2	ACF PRI	Adams County Fire Primary	FRCC
3	ACF GND A	Adams County Fire TAC	FRCC
4	ACF GND B	Adams County Fire TAC	FRCC
5	ACF GND C	Adams County Fire TAC	FRCC
6	BFRD PRI	Brighton Fire Primary	FRCC
7	BFRD GND A	Brighton Fire Ground	FRCC
8	BFRD GND B	Brighton Fire Ground	FRCC
9	BFRD ADMIN	Brighton Fire Admin	FRCC
10	FHFD PRI	Federal Heights Fire Primary	FRCC
11	FHFD GND A	Federal Heights Fire Ground	FRCC
12	JEF AIR EMER	Jeffco Air Emergency	DTRS
13	NMFR PRI	NORTH METRO FIRE DISPATCH	FRCC
14	NMFR GND A	NORTH METRO FIRE OPS A - ADCOM	FRCC
15	NMFR GND B	NORTH METRO FIRE OPS B - Broomfield	FRCC
16	NMFR GND C	NORTH METRO FIRE ADMIN TALKGROUP	FRCC
17	SACFD PRI	South Adams Fire Primary	FRCC
18	SACFD GND A	South Adams Fire Ground	FRCC
19	TFD PRI	Thornton Fire Primary	FRCC
20	TFD GND A	Thornton Fire Ground	FRCC
21	TFD GND B	Thornton Fire Department Fire Ground 2	FRCC
22	WFD PRI	Westminster FD Primary	WESTY
23	WFD GND A	Westminster FD ground	WESTY
24	WFD GND B	Westminster FD ground	WESTY
25	WFD GND C	Westminster FD ground	WESTY
26	BEN FD PRI	Bennet Fire Primary	DTRS
27	BEN FD GNDA	Bennet Fire Ground	DTRS
28	STRAS PRI	Strasburg Fire Primary	DTRS
29	STRAS GND A	Strasburg Fire Ground	DTRS
30	SABLE-ALTURA	Sable Altura Fire	DTRS
31	BYERS FD PRI	Byers Fire Primary	DTRS
32	DEERTRAIL FD	Deertrail Fire Primary	DTRS
33	ARAP E. GND	Arapahoe County East Fire Ground	DTRS
34	WLD FD DISP	fire dispatch	FRCC
35	WLD FG 2	fire ground	FRCC
36	WLD FG 3	hospital	FRCC
37	WLD FG 4	fire ground	FRCC
38	WLD FG 5	fire ground	FRCC
39	WLD FG 6	volunteer fd dispatch	FRCC
40	WLD FG 7	volunteer fd ground	FRCC
41	WLD FG 8	volunteer fd ground	FRCC
42	WLD FG 9	volunteer fd ground	FRCC
43	WLD FG 10	volunteer fd ground	FRCC
44	WLD FG 11	Weld County Fire Ground	FRCC
45	WLD FG 12	Weld County Fire Ground	FRCC
46	WLD FG 13	Weld County Fire Ground	FRCC
47	WLD FG 14	Weld County Fire Ground	FRCC
48	WLD FG 15	Weld County Fire Ground	FRCC
49	BARR OPS	BARR LAKE PARKS OPS	DTRS
50	BARR TAC	BARR LAKE PARKS TAC	DTRS

51	BRMF LAF FD 1	North Metro Fire/Lafayette Fire Ground 1	DTRS
52	BRMF LAF FD 2	North Metro Fire/Lafayette Fire Ground 2	DTRS

Law Enforcement Talkgroups

1	ADCO SO	Adams County Sheriff Primary	FRCC
2	ADCO C-C	Adams County Sheriff Car to Car	FRCC
3	ADCO TAC	Adams County Sheriff Swat/TAC	FRCC
4	BRGHT PD	Brighton PD Primary	FRCC
5	BRGHT C-C	Brighton PD Car to Car	FRCC
6	BRGHT TAC	Brighton PD Swat/TAC	FRCC
7	COMCTY PD	Commerce City PD Primary	FRCC
8	COMCTY CC	Commerce City PD Car to Car	FRCC
9	COMCTY TC	Commerce City PD Swat/TAC	FRCC
10	NTHGLN PD	Northglen PD Primary	FRCC
11	NTHGLN CC	Northglen PD Car to Car	FRCC
12	NTHGLN TC	Northglen PD Swat/TAC	FRCC
13	TH PD 1	Thornton PD Primary	FRCC
14	TH PD 2	Thornton Police Dispatch 2	FRCC
15	TH PD C-C	Thornton PD Car to Car	FRCC
16	TH PD TAC	Thornton PD Swat/TAC	FRCC
17	FDHTS PD	Federal Heights PD Primary	FRCC
18	FDHTS CC	Federal Heights PD Car to Car	FRCC
19	BRMF PD 1	BROOMFIELD PD MAIN	DTRS
20	BRMF PD 2	BROOMFIELD PD 2	DTRS
21	CSP ADAMS	CSP TROOP 1D Adams	DTRS
22	CSP WELD	CSP TROOP 3A GREELEY	DTRS
23	CSP Arapahoe	CSP LIMON TROOP 3D	DTRS

School Talkgroups

1	D12 COMCTR	Adams Statewide Com w/all D12	FRCC
2	D12 FLT	Adams Com w/busses & Flt. Maint.	FRCC
3	D12 MNT	Adams Dist. Wide Flt. Maint Comm w/ Busses	FRCC
4	D12 SCH	Adams Dist. Wide Com. w/Schools, ComCntr	FRCC
5	D12 BUS	Adams Statewide Com w/Busses, Schools, ComCntr	FRCC
6	SECURITY	Adams Emergency & Security D12 & Mapleton	FRCC
7	MAPL FLT	Adams Com w/busses & Flt. Maint.	FRCC
8	MAPL SCH	Adams Statewide Com w/Busses, & Mapleton	FRCC
9	D14Admin	Adams County School District 14	FRCC
10	A14 TRANS	Adams County School District 14 BUS Comm.	FRCC
11	A14 SAFETY	Adams County School District 14 Incident Command	FRCC

FRCC Mutual Aid

1	Fire OPS 1	North Metro Fire Chiefs Mutual Aid	FRCC
2	Fire OPS 2	North Metro Fire Chiefs Mutual Aid	FRCC
3	Fire OPS 3	North Metro Fire Chiefs Mutual Aid	FRCC
4	Fire OPS 4	North Metro Fire Chiefs Mutual Aid	FRCC
5	Fire OPS 5	North Metro Fire Chiefs Mutual Aid	FRCC
6	Fire OPS 6	North Metro Fire Chiefs Mutual Aid	FRCC
7	Fire OPS 7	North Metro Fire Chiefs Mutual Aid	FRCC
8	Fire OPS 8	North Metro Fire Chiefs Mutual Aid	FRCC
9	EMS OPS 1	North Metro Fire Chiefs Mutual Aid	FRCC
10	EMS OPS 2	North Metro Fire Chiefs Mutual Aid	FRCC

11	EMS OPS 3	North Metro Fire Chiefs Mutual Aid	FRCC
12	EMS OPS 4	North Metro Fire Chiefs Mutual Aid	FRCC
13	ADMAC 1	ADAMS COUNTY MUTUAL AID	FRCC
14	ADMAC 2	ADAMS COUNTY MUTUAL AID	FRCC
15	ADMAC 3	ADAMS COUNTY MUTUAL AID	FRCC
16	ADMAC 4	ADAMS COUNTY MUTUAL AID	FRCC
17	NMAT 1	Mutual Aid talkgroup for FRCC North of IH70	FRCC
18	NMAT 2	Mutual Aid talkgroup for FRCC North of IH70	FRCC
19	NMAT 3	Mutual Aid talkgroup for FRCC North of IH70	FRCC
20	NMAT 4	Mutual Aid talkgroup for FRCC North of IH70	FRCC
21	SMAT 5	Mutual Aid talkgroup for FRCC South of IH70	FRCC
22	SMAT 6	Mutual Aid talkgroup for FRCC South of IH71	FRCC
23	SMAT 7	Mutual Aid talkgroup for FRCC South of IH72	FRCC
24	SMAT 8	Mutual Aid talkgroup for FRCC South of IH73	FRCC

Network First

1	GOLD 1	Denver area Interop Primary Command and Control	DTRS/HARRIS
2	GOLD 2	Denver area Interop Secondary Command and Control	DTRS/HARRIS
3	RED NE	Denver Area NE quadrant Fire/EMS	DTRS/HARRIS
4	BLUE NE	Denver Area NE quadrant Law Enforcement	DTRS/HARRIS
5	RED SW	Denver Area SW quadrant Fire/EMS	DTRS/HARRIS
6	BLUE SW	Denver Area SW quadrant Law Enforcement	DTRS/HARRIS
7	RED NW	Denver Area NW quadrant Fire/EMS	DTRS/HARRIS
8	BLUE NW	Denver Area NW quadrant Law Enforcement	DTRS/HARRIS
9	RED SE	Denver Area SE quadrant Fire/EMS	DTRS/HARRIS
10	BLUE SE	Denver Area SE quadrant Law Enforcement	DTRS/HARRIS
11	GREY	Denver Area Federal Agencies	DTRS/HARRIS
12	GREEN 1	Denver Area EMS not fire	DTRS/HARRIS
13	GREEN 2	Denver Area EMS not fire	DTRS/HARRIS
14	SILVER	Glendale PD, Auraria PD, ESU MAC	DTRS/HARRIS

MAC Channels

1	MAC 1 MET	METRO MUTUAL AID STATEWIDE	DTRS
2	MAC 2 MET	METRO MUTUAL AID CH 2	DTRS
3	MAC 3 MET	METRO MUTUAL AID CH 3	DTRS
4	MAC 4 MET	METRO MUTUAL AID CH4	DTRS
5	MAC 5 NE	NORTHEAST MUTUAL AID STATEWIDE	DTRS
6	MAC 6 NE	NE MUTUAL AID CH 2	DTRS
7	MAC 7 NE	NE MUTUAL AID CH3	DTRS
8	MAC 8 NE	NE MUTUAL AID CH4	DTRS
9	MAC 9 SE	SOUTHEAST MUT AID STATEWIDE	DTRS
10	MAC 10 SE	SE MUTUAL AID CH2	DTRS
11	MAC 11 SE	SE MUTUAL AID CH3	DTRS
12	MAC 12 SE	SE MUTUAL AID CH4	DTRS
13	MAC 13 SW	SOUTHWEST MUT AID STATEWIDE	DTRS
14	MAC 14 SW	SW MUTUAL AID CH 2	DTRS
15	MAC 15 SW	SW MUTUAL AID CH 3	DTRS
16	MAC 16 SW	SW MUTUAL AID CH 4	DTRS
17	MAC 17 NW	NORTHWEST MUT AID STATEWIDE	DTRS
18	MAC 18 NW	NW MUT AID CH 2	DTRS
19	MAC 19 NW	NW MUT AID CH 3	DTRS
20	MAC 20 NW	NW MUT AID CH4	DTRS
21	MAC 21 ST W	STATEWIDE MAC CHANNEL	DTRS

RSAR	Rampart Search and Rescue	DTRS
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Hospital Talkgroups

1	AVISTA	CENTURA HEALTH-AVISTA ADVENTIST HOSPITAL	DTRS
2	BLDRCOMMHSP	BOULDER COMMUNITY HOSPITAL	DTRS
3	CENTHEALTH	CENTENNIAL HEALTHCARE	DTRS
4	CHILDRENS	CHILDREN'S HOSPITAL ASSOCIATION, THE	DTRS
5	DEN HEALTH	DENVER HEALTH MEDICAL CENTER	DTRS
6	LITTLETNHSP	LITTLETON HOSPITAL	DTRS
7	LONGMNT HSP	LONGMONT UNITED HOSPITAL	DTRS
8	LUTH HOSP	LUTHERAN MED CTR	DTRS
9	AUR MED CTR	AURORA MED CTR	DTRS
10	NRTHSUB MED	NORTH SUBURBAN MEDICAL CENTER	DTRS
11	PLT VAL MED	PLATTE VALLEY MEDICAL CENTER	DTRS
12	PORTER HSP	PORTER HOSPITAL	DTRS
13	PSL HOSP	PRESBYTERIAN/ST LUKE'S MEDICAL CENTER	DTRS
14	ROSE MED CR	ROSE MEDICAL CENTER	DTRS
15	ST ANTH CEN	ST ANTHONY CENTRAL HOSPITAL-CENTURA HEALTH	DTRS
16	STANTH NRTH	ST ANTHONY NORTH HOSPITAL-CENTURA HEALTH	DTRS
17	ST JOE HOSP	ST JOSEPH HOSP	DTRS
18	SWEDISH MED	SWEDISH MEDICAL CENTER	DTRS
19	UNIV MED CT	UNIVERSITY OF COLORADO HOSPITAL AUTHORITY	DTRS
20	SKYRIDGE	SKY RIDGE MEDICAL CENTER	DTRS
21	CENT PRKR H	CENTURA PARKER	DTRS
22	SWEDISH SW	SWEDISH HOSPITAL SOUTHWEST	DTRS
23	BLDR FT HSP	BOULDER COMMUNITY/ FOOTHILLS HOSPITAL	DTRS
24	KINDRED HSP	KINDRED HOSPITAL-DENVER	DTRS
25	LFCARE DEN	LIFECARE HOSPITALS OF DENVER	DTRS
26	SLCT HSP DN	SELECT SPECIALTY HOSPITAL-DENVER	DTRS
27	SLCT HSP DS	SELECT SPECIALTY HOSPITAL-DENVER-SOUTH CAMPUS	DTRS
28	PRES REHAB	SPALDING REHAB HOSPITAL AT PRES/ST LUKES MEDICAL CENTER	DTRS
29	ROSE REHAB	SPALDING REHABILITATION AT ROSE MEDICAL CENTER	DTRS
30	SPALD REHAB	SPALDING REHABILITATION HOSPITAL	DTRS
31	VA HOSP DEN	VA - Denver	DTRS
32	ANSHUTZ HSP	Anshutz Inpatient Pavilion (UCHSC), Aurora	DTRS
33	KAISER HSP	Kaiser Permanente Colorado Region (Aurora)	DTRS
34	CCHN	Colorado Community Health Network (Denver)	DTRS
35	TIERONE CMD	Tier One-Emergency Preparednes & Response	DTRS
36	ORTHO CO	Ortho-Colorado Hospital (at St. Anthony Central)	DTRS
37	NSUB MED NE	North Suburban Medical Center Northeast ER	DTRS
38	EXEMPLA	EXEMPLA GOOD SAMARITAN	DTRS
39	MED CNT RKY	MEDICAL CENTER OF THE ROCKIES	DTRS
40	PVH ER	Poudre Valley Hospital Emergency Channel	DTRS
41	PVH MED	Poudre Valley Hospital EMS Medical Channel (PFA/PVH Medical Calls)	DTRS
42	PVH TAC1	POUDRE VALLEY HOSPITAL TRAUMA	DTRS
43	PVH TAC2	POUDRE VALLEY HOSPITAL SECURITY	DTRS
44	MCKEY LVL HOSP	MCKEY MEDICAL CENTER LOVELAND	DTRS
45	NOCO MEDCTR	NORTHERN COLO MED CENTER GREELEY	DTRS
46	UCH ECC	UCH Emergency Care Center (Greeley)	DTRS



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 2, 2017
SUBJECT: Managed Print Services
FROM: Raymond Gonzalez, Interim County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: All County Departments
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 One with Toshiba Business Solutions for Managed Print Services

BACKGROUND:

In 2014, the County sought to implement a comprehensive consolidated print management plan in order to standardize equipment, reduce costs and create efficiencies across the entire County. The desired plan would incorporate but not be limited to multi-functional devices, laser printers, ink jet printers and any applicable networked and non-networked devices.

On September 12, 2014, a formal request for proposal (RFP) was posted on the Rocky Mountain E-Purchasing System (RMEPS). Proposals for Managed Copier and Printer Services were opened on October 16, 2014 with twelve firms submitting proposals. After a thorough evaluation, the RFP award was made to Toshiba Business Solutions.

The County has been generally pleased with the service and pricing provided by Toshiba Business Solutions during the initial term of the contract. The County currently spends an estimated \$80,000 annually for managed print services with Toshiba. Toshiba has been a valuable partner in helping to develop the County's managed print program. It is recommended that the Board of County Commissioner's approve Amendment One with Toshiba Business Solutions to be the provider of managed print services to Adams County for an additional one year term.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

All County Departments

Revised 06/2016

Page 1 of 2

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1, 5, 6, 13, 15, 24, 25, 30, 31, 34, 35, 43, 44
Cost Center: multiple

	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:	7920		\$949,322
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:

Current Budgeted Operating Expenditure is for object account 7920 county-wide. This object account is for equipment rental, and is primarily used for managed print services from Toshiba, but can also be used for other equipment rental.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO AGREEMENT BETWEEN ADAMS
COUNTY AND TOSHIBA BUSINESS SOLUTIONS FOR COUNTY WIDE MANAGED
PRINT SERVICES

WHEREAS, Toshiba Business Solutions (Contractor) entered into an agreement on March 10, 2015 to provide Managed Print Services for all county departments for a two year term; and,

WHEREAS, the County and Contractor mutually desire to renew the terms of the agreement for an additional one year period effective through March 10, 2018; and,

WHEREAS, Contractor agrees to provide county-wide Managed Print Services at the rates listed in the original agreement (#2014.170).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the agreement between Adams County and Toshiba Business Solutions to provide Managed Print Services to all Adams County Departments be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 2, 2017
SUBJECT: Onsite Auto Parts, Tires and General Automotive Lubricants
FROM: Raymond Gonzalez, Interim County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: Fleet Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award with Factory Motor Parts to provide onsite auto parts, tires and general automotive lubricants to the Adams County Fleet Department

BACKGROUND:

In February of 2017, Adams County partnered with the City of Westminster to elicit proposals from qualified contractors to provide onsite auto parts, tires and general lubricants to the Fleet Departments of each entity. The partnership was formed because each entity utilizes similar contracted turnkey operations, which help to maximize operational efficiencies and cost savings, and the agreements with their current contractors were due to expire in May of 2017. In conducting the solicitation process as a cooperative, the City and County hoped to receive better value proposals than if the services were solicited separately by each entity. The County currently spends an estimated \$642,000.00 annually on replacement auto parts.

On February 23, 2017 a formal Request for Proposal (RFP) was issued on the Rocky Mountain ePurchasing System by the County for these services. Proposals were opened on March 16, 2017 with three firms, Napa Auto Parts, O'Reilly Auto Parts and Factory Motor Parts submitting responses.

The responses were evaluated on the following criteria:

- Project Costs (labor & fees)
- Third Party Part Costs
- Contractor Compliance with Code and Policy
- Operational Reporting
- Contractor Background
- Contractor References
- Personnel Experience
- Faster System Integration

After the initial scoring phase of evaluation, the responding contractors were asked to provide short presentations regarding their proposed services to the evaluation committee. Upon completion of the presentation phase of evaluation, the committee determined that the proposal submitted by Factory Motor Parts provided the best value to the City and County for the following reasons:

- Project Costs: The project costs (labor & fees) submitted by Factory Motor Parts were the lowest of the three respondents.
- Quality of the parts being offered: Factory Motor Parts is the wholesale provider of A/C Delco parts used on General Motors vehicles & Motorcraft parts used on Ford vehicles.
- Faster System Integration: Factory Motor Parts is trained to input parts sales into the Faster database used for vehicle asset tracking by Fleet Management.
- Contractor Background: Factory Motor Parts has been the parts provider for the last three years at Adams County. Continuous improvement processes have been in place during the last year and will continue into the future.

It is recommended that the Board of County Commissioners approve a proposal award to Factory Motor Parts to provide onsite auto parts, tires and general automotive lubricants to the Adams County Fleet Department.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Fleet Department

ATTACHED DOCUMENTS:

Resolution
Evaluation Summary Sheet

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, 9114 & 9115

	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:	7490, 7485, 7425		\$942,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$942,000</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Budget includes Parts, Tires and Oil/Lubricant

9114.7490	\$555,000
9115.7490	135,000
9111.7485	202,000
9111.7425	<u>50,000</u>
Total	\$942,000

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A PROPOSAL AWARD TO FACTORY MOTOR PARTS TO
PROVIDE ONSITE AUTO PARTS, TIRES AND GENERAL AUTOMOTIVE LUBRICANTS
TO THE FLEET DEPARTMENT

WHEREAS, on February 23, 2017, the county posted a formal request for proposal on the Rocky Mountain ePurchasing System seeking a qualified contractor to provide onsite auto parts to the Fleet Department; and,

WHEREAS, proposals were opened on March 16, 2017; and,

WHEREAS, Factory Motor Parts (Contractor) submitted a responsive, responsible, and best value proposal to provide onsite auto parts, tires and general automotive lubricants to the Fleet Department; and,

WHEREAS, Contractor agrees to provide goods and services relevant to the specific services at the pricing contained in the proposal.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the proposal award be approved for Factory Motor Parts to provide onsite auto parts to the Fleet Department.

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

RFP #2017.102 - ONSITE AUTO PARTS PROVIDER EVALUATION SUMMARY SHEET

CONTRACTOR: O'REILLY FIRST CALL

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Evaluator 7	CATEGORY TOTALS	COMMENTS
SCOPE/TASKS/FEES	25	20	20	20	22	20	21	21	144	
PROPOSER BACKGROUND	15	7	11	12	11	10	10	10	71	
THIRD PARTY PARTS	15	7	14	9	11	10	9	11	71	
REFERENCES	10	4	6	8	8	8	7	7	48	
CODE/POLICY COMPLIANCE	10	7	3	6	7	5	6	6	40	
PERSONNEL EXP	10	10	7	8	9	10	10	9	63	
REPORTING	10	7	7	8	7	5	6	6	46	
FASTER INTEGRATION	5	4	3	4	3	2	2	1	19	
TOTALS:	100	66	71	75	78	70	71	71	502	

TOTAL SCORE:

502

TOTAL AVG. SCORE:

72

CONTRACTOR: NAPA

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Evaluator 7	CATEGORY TOTALS	COMMENTS
SCOPE/TASKS/FEES	25	8	20	15	15	20	19	18	115	
PROPOSER BACKGROUND	15	14	15	15	14	15	15	15	103	
THIRD PARTY PARTS	15	7	14	12	14	15	15	15	92	
REFERENCES	10	8	8	10	8	10	10	10	64	
CODE/POLICY COMPLIANCE	10	8	5	10	6	5	6	6	46	
PERSONNEL EXP	10	7	10	10	7	10	10	9	63	
REPORTING	10	7	9	10	7	10	10	9	62	
FASTER INTEGRATION	5	5	5	5	4	3	3	3	28	
TOTALS:	100	64	86	87	75	88	88	85	573	

TOTAL SCORE:

573

TOTAL AVG. SCORE:

82

CONTRACTOR: FACTORY MOTOR PARTS										
CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Evaluator 7	CATEGORY TOTALS	COMMENTS
SCOPE/TASKS/FEES	25	25	20	25	20	25	25	24	164	
PROPOSER BACKGROUND	15	15	7	12	13	15	15	15	92	
THIRD PARTY PARTS	15	7	14	15	13	15	15	15	94	
REFERENCES	10	7	3	6	7	10	10	9	52	
CODE/POLICY COMPLIANCE	10	7	5	8	7	10	9	9	55	
PERSONNEL EXP	10	2	5	6	8	10	9	9	49	
REPORTING	10	3	7	8	4	5	6	9	42	
FASTER INTEGRATION	5	5	5	5	4	5	5	5	34	
TOTALS:	100	71	66	85	76	95	94	95	582	

TOTAL SCORE:	582
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TOTAL AVG. SCORE:	83
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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: PRC2016-00014

CASE NAME: BARTLEY SUBDIVISION – AMENDMENT NO. 3

TABLE OF CONTENTS

Exhibit 1 – Staff Report

- 1.1 Board of County Commissioners Report
- 1.2 Board of County Commissioners Alternative Findings For Denial
- 1.3 Planning Commission Report

Exhibit 2- Maps

- 2.1 Zoning Map
- 2.2 Aerial Map
 - 2.2 (a) Aerial II
- 2.3 Notice area Map
- 2.4 Future Land Use Map

Exhibit 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan
 - 3.2 (a) Plat documents
 - 3.2 (b) PUD documents
- 3.3 Memo of understanding between applicant and the oil and gas owner

Exhibit 4- Referral Comments

- 4.1 Development Review Team Comments (Planning, Engineering, Right-of-Way, Building Safety, and Parks).
- 4.2 CDOT
- 4.3 Colorado Division of Water Resources
- 4.4 Colorado Geological Survey
- 4.5 Tri-County Health Department
 - 4.5 (a) Tri-County comments 11-16-16

Exhibit 5- Citizen Comments

- 5.1 Will Edgington (Richfield Homes)
- 5.2 Justin Dean

Exhibit 6- Associated Case Materials

- 6.1 Certificate of Posting

- 6.2 Public Hearing Notice
- 6.3 Request for Comments
- 6.4 Publishing
- 6.5 Property Owner Labels
- 6.6 Referral Labels



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

May 2, 2017

CASE No.: PRC2016-00014 CASE NAME: Bartley Subdivision – Amendment No. 3	
Owner's Name:	O & G Land Holding, LLC (Gene Osborne)
Applicant's Name:	ADCO Consulting (Bob Fleming)
Applicant's Address:	2090 East 104 th Ave, # 202, Thornton, CO 80233
Location of Request:	2541 West 52 nd Avenue
Nature of Request:	1) Minor subdivision to create 3 lots on 3.709 acres; & 2) Major Amendment to the Todd Creek-Bartley PUD to create 3 lots.
Zone District:	Planned Unit Development (PUD)
Site Size:	3.709 acres
Proposed Uses:	Three single-family residential lots
Existing Use:	Residential
Comprehensive Plan:	Estate Residential
Hearing Date(s):	PC: April 13, 2017 / 6:00 p.m.
	BOCC: May 2, 2017/ 9:30 a.m.
Report Date:	April 14, 2017
Case Manager:	Christopher C. La Rue <i>ccr</i>
Staff Recommendation:	APPROVAL with 14 Findings-of-Fact and 1 Condition
PC Recommendation:	APPROVAL with 14 Findings-of-Fact and 1 Condition

SUMMARY OF PREVIOUS APPLICATIONS

On March 6, 2002, the Board of County Commissioners approved a preliminary planned unit development (Case # PUD2001-00031, Todd Creek Village) for 3,255 residential dwelling units (1,144 residential estate, 1,932 single-family detached, and 179 single-family attached units) and 109,009 square feet of neighborhood commercial on 2,254 acres.

On May 9, 2004, the Board of County Commissioners approved a major subdivision preliminary plat (Case # PLT2004-00032, Todd Creek–Bartley) to create residential estate lots in the Todd Creek Village preliminary planned unit development (PUD).

On January 23, 2006, the Board of County Commissioners approved a major subdivision final plat (Case # PLT2005-00048) to create 172 residential estate lots in the Todd Creek Village preliminary PUD.

On February 26, 2007, the Board of County Commissioners approved a final development plan (Case # PUD2005-00024, Todd Creek Village–Bartley) to allow 172 residential estate lots in the Todd Creek Village preliminary PUD.

SUMMARY OF APPLICATION

Background

The applicant is requesting to divide the subject property into three lots. The approved final plat and planned unit development (PUD) both show the subject site as two lots. Section 2-02-18 of the County’s Development Standards and Regulations requires approval of a minor subdivision to divide the property into three lots. This application also requires a change to the approved final development plan (FDP), which is the PUD for the Bartley subdivision. The request to amend the FDP to allow the lots to be used for residential development is being processed concurrently with the minor subdivision, as the two requests are so closely connected.

Preliminary plans submitted with the request shows the applicant intends to develop three single-family dwellings on the property. The PUD requires each proposed dwelling to be a minimum of 1,800 square feet. Proposed dimensional standards submitted with the application show each of the lots will conform to the requirements of the existing PUD, which includes 150 feet of lot width and a minimum size of one acre for each of the three lots.

Development Standards and Regulations Requirements

The site is currently zoned PUD and is within the Bartley Subdivision. Land uses allowed in the PUD are those similar to the requirements of the County’s Residential Estate (RE) zoned district, which include a minimum of one acre for development of a single-family residential lot. Dimensional requirements in the PUD also align with those of the RE district outlined in Section 3-11 of the County’s Development Standards and Regulations. Specific minimum dimensional standards required for a lot in the PUD are outlined below:

	<u>Bartley PUD</u>	<u>RE Zone</u>
• Minimum lot size:	1 acre	1 acre
• Minimum frontage width:	150 feet	150 feet
• Maximum house height:	35 feet	35 feet
• Minimum house floor area:	1,800 square feet	1,800 square feet
• Maximum lot coverage:	12.5%	12.5%
• Front setback:	30 feet	30 feet
• Side setback:	17 feet & 5 feet	17 feet & 5 feet

- Rear setback: 20 feet 20 feet

Each of the proposed lots conforms to the PUD requirements. Lot 1, the smallest of the three lots, consists of 1.051 acres. In addition, all of the proposed three lots have over 150 feet of road frontage. Lot 1 and 3 of the proposed minor subdivision will have road frontage on Newark Street, which abuts the eastern section of the property. Lot 2 has road frontage on Paris Way, which abuts the western section of the property. There is also adequate space on each of the proposed lots to accommodate septic systems. Todd Creek Metropolitan District will provide water services to the site. The Colorado Division of Water Resources has approved a water supply plan (See Exhibit 4.3) for development of the site. The proposed PUD amendment to allow three lots is consistent with the overall final development plan to allow single-family dwellings on the property.

Future Land Use Designation/Goals of the Comprehensive Plan for the Area

Adams County's Comprehensive Plan designates the subject property and surrounding area as Estate Residential. Per Chapter 5 of the County's Comprehensive Plan, Estate Residential areas are designated for single-family housing at a lower densities, typically no greater than 1 unit per acre, and compatible uses such as schools and parks. Goals for the Estate Residential designation include: allowing estate residential in areas with a similar land use pattern, promote quality development, and provide adequate public facilities.

The Bartley PUD was approved for development of single-family residential dwellings that also conform to dimensional standards of the RE zone district. The request to divide an existing two lots into three will not alter the character of the PUD, as each of the proposed lots still conforms to the minimum dimensional requirements and lot sizes. The request is also consistent with surrounding uses, which are all developed as single-family residential.

Site Characteristics:

Overall, the subject property is 3.709 acres and currently contains an oil and gas well. Currently, there is an oil and gas production well on the property. However, the oil and gas well is planned to be plugged and abandoned approximately two months from approval of this request. The oil and gas operator has signed a memorandum of understanding (See Exhibit 3.3) with the applicant, who is also the property owner, to plug and abandon the well. In addition, there is also a proposed note on the plat to prohibit development of any dwelling unit until the developer of the land obtains a certified document from the Colorado Oil and Gas Commission that the property is safe for construction of a single-family dwelling unit.

Surrounding Zoning Designations and Existing Use Activity:

Northwest PUD Future Single-Family	North PUD Future Single-Family	Northeast PUD Future Single-Family
West PUD Future Single-Family	Subject Property PUD Future Single-Family	East PUD Future Single-Family
Southwest PUD Future Single-Family	South PUD Future Single-Family	Southeast PUD Future Single-Family

Compatibility with the Surrounding Land Uses:

A majority of the area surrounding the site are all developed as single-family residential. These residential properties are also located in the Bartley Subdivision/PUD. The request to create three lots from two existing lots for development of single-family homes will not alter the character of the neighborhood or surrounding area. It will also have no significant negative impacts to the surrounding uses.

Planning Commission Update

The Planning Commission considered this case on April 13, 2017 and recommended unanimous approval of the request. Neither the Planning Commission nor the applicant had any concerns with the staff report or the recommended conditions. No one from the public spoke in favor or in opposition to the request.

Staff Recommendation:

Based upon the application, the criteria for approval of a minor subdivision and a PUD amendment, and a recent site visit, staff recommends approval of this request with fourteen findings-of-fact.

Findings of fact:

1. The final plat is in conformance with the subdivision design standards.
2. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
3. The applicant has provided evidence that provision has been made for a public sewage disposal system and if other methods of sewage disposal are proposed, adequate evidence that the system complies with state and local laws and regulations.
4. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.

5. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
6. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.
7. The final plat is consistent with the Adams County Comprehensive Plan and any available area plan.
8. The final plat is consistent with the purposes of these standards and regulations.
9. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
10. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
11. The PUD amendment is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
12. The PUD amendment conforms to the P.U.D. standards.
13. The PUD amendment is consistent with any approved FDP for the property.
14. The PUD amendment construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community and Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

Recommended Condition of Approval:

1. Building permits shall not be issued until a well abandonment report and surveyed drawings are submitted to Adam County demonstrating all oil and gas facilities have been removed.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
25	2

As of writing this report, staff has received two responses to the letter of notification sent to property owners within 800 feet of the subject request. One of the property owners who responded to the letter expressed support of the request. The other letter was received on the day of the Planning Commission hearing and expressed concerns with loss of open space and the oil and water lines being placed within an easement rather than an outlot running through the proposed lots.

COUNTY AGENCY COMMENTS

Adams County Development Services Engineering

Development Services Engineering reviewed the subject request and stated the property is not in a floodplain. The developer is required to obtain access permits for each individual lot.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

Responding without Concerns:

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

Notified but not Responding / Considered a Favorable Response:

Brighton Fire District
Brighton School District 27J
Century Link
Colorado Division of Wildlife
Comcast
Metro Wastewater Reclamation
RTD
United Power
USPS
West Adams Soils
Xcel Energy



MEMORANDUM

To: Board of County Commissioners

From: Christopher C. LaRue, Senior Planner

Subject: PRC2016-00004, Bartley Subdivision Amendment # 3

Date: May 2, 2017

ALTERNATIVE RECOMMENDED FINDINGS OF FACT

If the Board of County Commissioners does not concur with the Staff recommendation of Approval, the following findings may be adopted as part of a decision of Denial:

1. The final plat is not in conformance with the subdivision design standards.
2. The applicant has not provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
3. The applicant has not provided evidence that provision has been made for a public sewage disposal system and if other methods of sewage disposal are proposed, adequate evidence that the system complies with state and local laws and regulations.
4. The applicant has not provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
5. The proposed or constructed drainage improvements are not adequate and do not comply with these standards and regulations.
6. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have not been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.
7. The final plat is not consistent with the Adams County Comprehensive Plan and any available area plan.


8. The final plat is not consistent with the purposes of these standards and regulations.
9. The proposed subdivision is not compatible with the surrounding area, not harmonious with the character of the neighborhood, would be detrimental to the immediate area, would be detrimental to the future development of the area, and would be detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
10. The PUD amendment is not in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
11. The Amendment does not conform to the PUD standards.
12. The Amendment is not consistent with any approved FDP for the property.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Planning Commission

April 13, 2017

CASE No.: PRC2016-00014 CASE NAME: Bartley Subdivision – Amendment No. 3	
Owner's Name:	O & G Land Holding, LLC (Gene Osborne)
Applicant's Name:	ADCO Consulting (Bob Fleming)
Applicant's Address:	2090 East 104 th Ave, # 202, Thornton, CO 80233
Location of Request:	2541 West 52 nd Avenue
Nature of Request:	1) Minor subdivision to create 3 lots on 3.709 acres; & 2) Major Amendment to the Todd Creek-Bartley PUD to create 3 lots.
Zone District:	Planned Unit Development (PUD)
Site Size:	3.709 acres
Proposed Uses:	Three single-family residential lots
Existing Use:	Residential
Comprehensive Plan:	Estate Residential
Hearing Date(s):	PC: April 13, 2017 / 6:00 p.m.
	BOCC: May 2, 2017/ 9:30 a.m.
Report Date:	March 22, 2017
Case Manager:	Christopher C. La Rue 
Staff Recommendation:	APPROVAL with 14 Findings-of-Fact

SUMMARY OF PREVIOUS APPLICATIONS

On March 6, 2002, the Board of County Commissioners approved a preliminary planned unit development (Case # PUD2001-00031, Todd Creek Village) for 3,255 residential dwelling units (1,144 residential estate, 1,932 single-family detached, and 179 single-family attached units) and 109,009 square feet of neighborhood commercial on 2,254 acres.

On May 9, 2004, the Board of County Commissioners approved a major subdivision preliminary plat (Case # PLT2004-00032, Todd Creek–Bartley) to create residential estate lots in the Todd Creek Village preliminary planned unit development (PUD).

On January 23, 2006, the Board of County Commissioners approved a major subdivision final plat (Case # PLT2005-00048) to create 172 residential estate lots in the Todd Creek Village preliminary PUD.

On February 26, 2007, the Board of County Commissioners approved a final development plan (Case # PUD2005-00024, Todd Creek Village–Bartley) to allow 172 residential estate lots in the Todd Creek Village preliminary PUD.

SUMMARY OF APPLICATION

Background

The applicant is requesting to divide the subject property into three lots. The approved PUD shows the subject site as two lots. Per Section 2-01-10-02 of the County’s Development Standards and Regulations, amendments to any approved development plan determined not to be a minor amendment shall be deemed a major amendment. In addition to the request to amend the preliminary development plan, per section 2-02-18 of the County’s Development Standards and Regulations, a minor subdivision is also required to divide the property into three lots. Because of the requirement for a minor subdivision that requires approval by the Board of County Commissioners and certain requirements to fulfill before the property can be developed (specifically pertaining to an existing oil and gas well on the property); staff determined reviewing the proposed amendment to the final development plan should be processed concurrently with the minor subdivision plat as a major amendment to the final development plan.

Preliminary plans submitted with the application shows the applicant intends to develop three single-family dwellings on the lots. The PUD requires the size of each proposed dwelling to be a minimum of 1,800 square feet. Proposed dimensional standards submitted with the application show each of the lots will conform to the requirements of the existing PUD, which includes 150 feet of lot width and a minimum of one acre for each of the lots.

Development Standards and Regulations Requirements

The site is currently zoned PUD and is within the Bartley Subdivision. Land uses allowed in the PUD are those consistent with the requirements of the County’s Residential Estate (RE) zoned district, which include a minimum of one acre for development of a single-family residential lot. Dimensional requirements in the PUD also align with those of the RE district outlined in Section 3-11 of the County’s Development Standards and Regulations. Specific minimum dimensional standards required for a lot in the PUD are outlined below:

	<u>Bartley PUD</u>	<u>RE Zone</u>
• Minimum lot size:	1 acre	1 acre
• Minimum frontage width:	150 feet	150 feet
• Maximum house height:	35 feet	35 feet
• Minimum house floor area:	1,800 square feet	1,800 square feet
• Maximum lot coverage:	12.5%	12.5%

Surrounding Zoning Designations and Existing Use Activity:

Northwest PUD Future Single-Family	North PUD Future Single-Family	Northeast PUD Future Single-Family
West PUD Future Single-Family	Subject Property PUD Future Single-Family	East PUD Future Single-Family
Southwest PUD Future Single-Family	South PUD Future Single-Family	Southeast PUD Future Single-Family

Compatibility with the Surrounding Land Uses:

A majority of the area surrounding the site are all developed as single-family residential. These residential properties are also located in the Bartley Subdivision/PUD. The request to create three lots from two existing lots for development of single-family homes will not alter the character of the neighborhood or surrounding area. It will have no significant negative impacts to surrounding uses.

Staff Recommendation:

Based upon the application, the criteria for approval of a minor subdivision and a PUD amendment, and a recent site visit, staff recommends approval of this request with fourteen findings-of-fact.

Findings of fact:

1. The final plat is in conformance with the subdivision design standards.
2. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
3. The applicant has provided evidence that provision has been made for a public sewage disposal system and if other methods of sewage disposal are proposed, adequate evidence that the system complies with state and local laws and regulations.
4. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
5. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.

6. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.
7. The final plat is consistent with the Adams County Comprehensive Plan and any available area plan.
8. The final plat is consistent with the purposes of these standards and regulations.
9. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
10. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
11. The PUD amendment is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
12. The PUD amendment conforms to the P.U.D. standards.
13. The PUD amendment is consistent with any approved FDP for the property.
14. The PUD amendment construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community and Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
25	1

As of writing this report, staff has received one response to the letter of notification sent to property owners within 800 feet of the subject request expressing support.

COUNTY AGENCY COMMENTS

Adams County Development Services Engineering

Development Services Engineering reviewed the subject request and stated the property is not in a floodplain. The developer is required to obtain access permits for each individual lot.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

Responding without Concerns:

CDOT

Colorado Division of Water Resources

Colorado Geological Survey

Tri-County Health Department

Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Brighton Fire District

Brighton School District 27J

Century Link

Colorado Division of Wildlife

Comcast

Metro Wastewater Reclamation

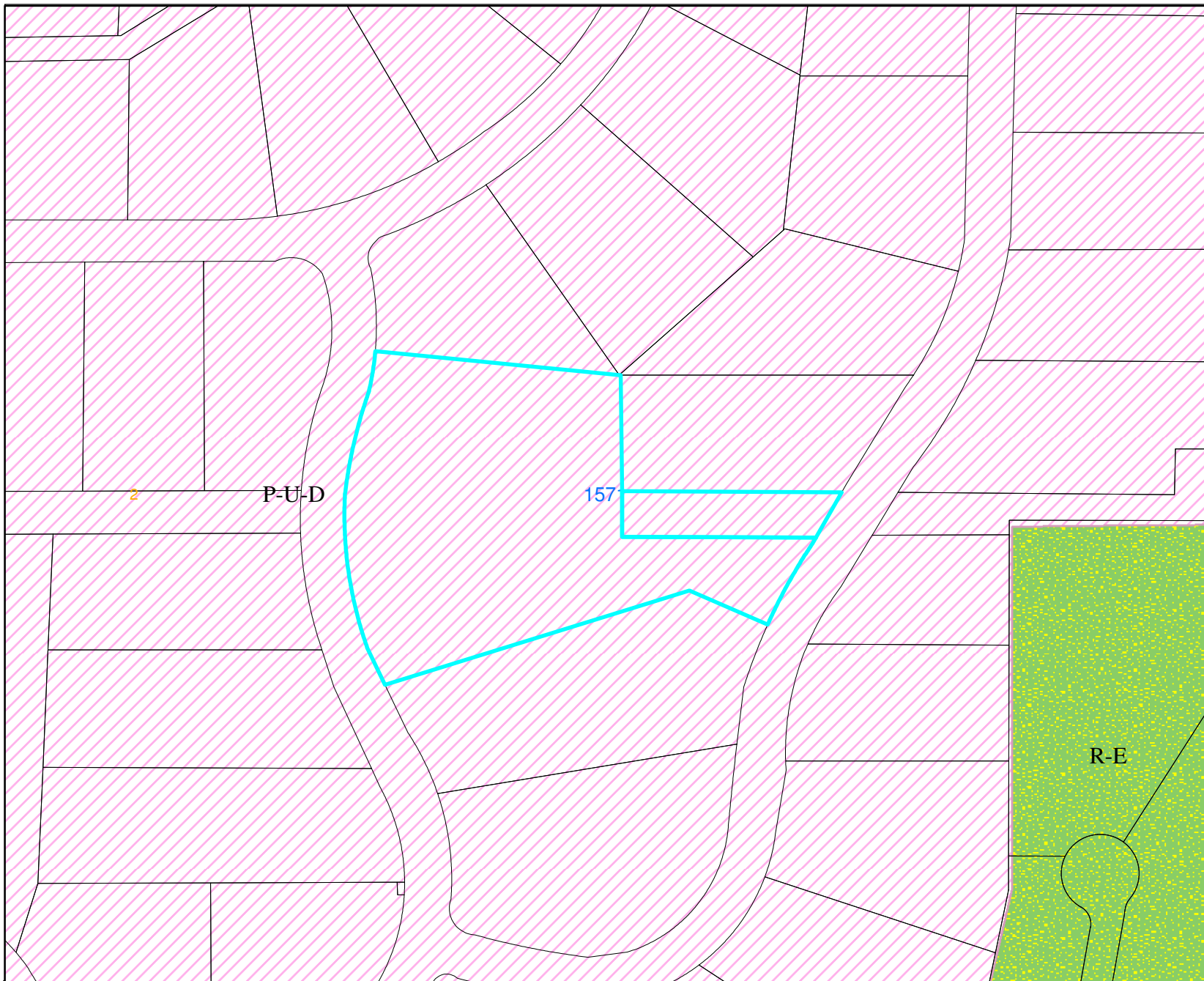
RTD

United Power

USPS

West Adams Soils

Xcel Energy



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- ⋯ Airport Noise Overlay

Bartley Subdivision, Amendment #3
PRC2016-00014



































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LEGEND

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

Bartley Subdivision, Amendment #3

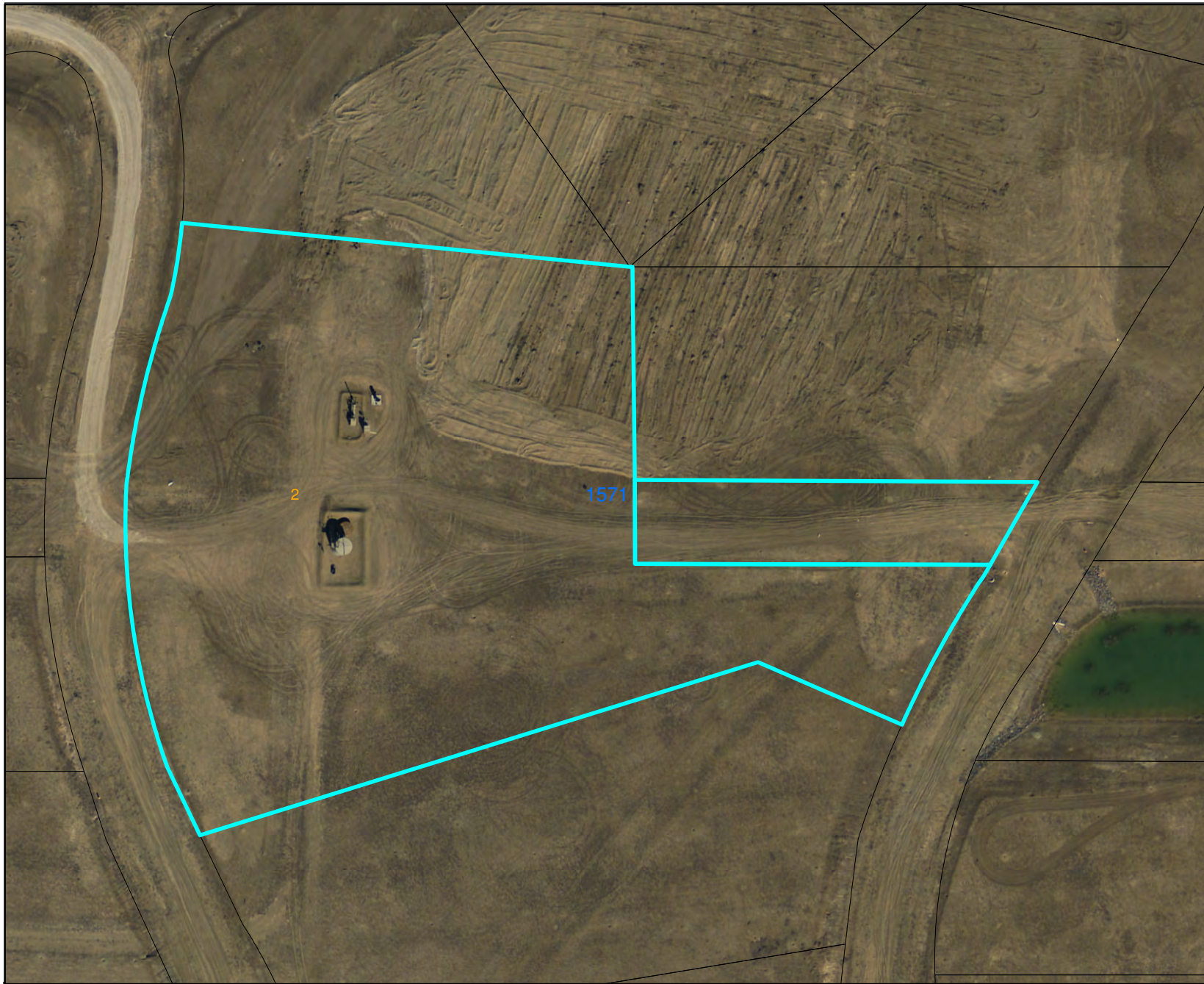
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





























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-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

Bartley Subdivision, Amendment #3

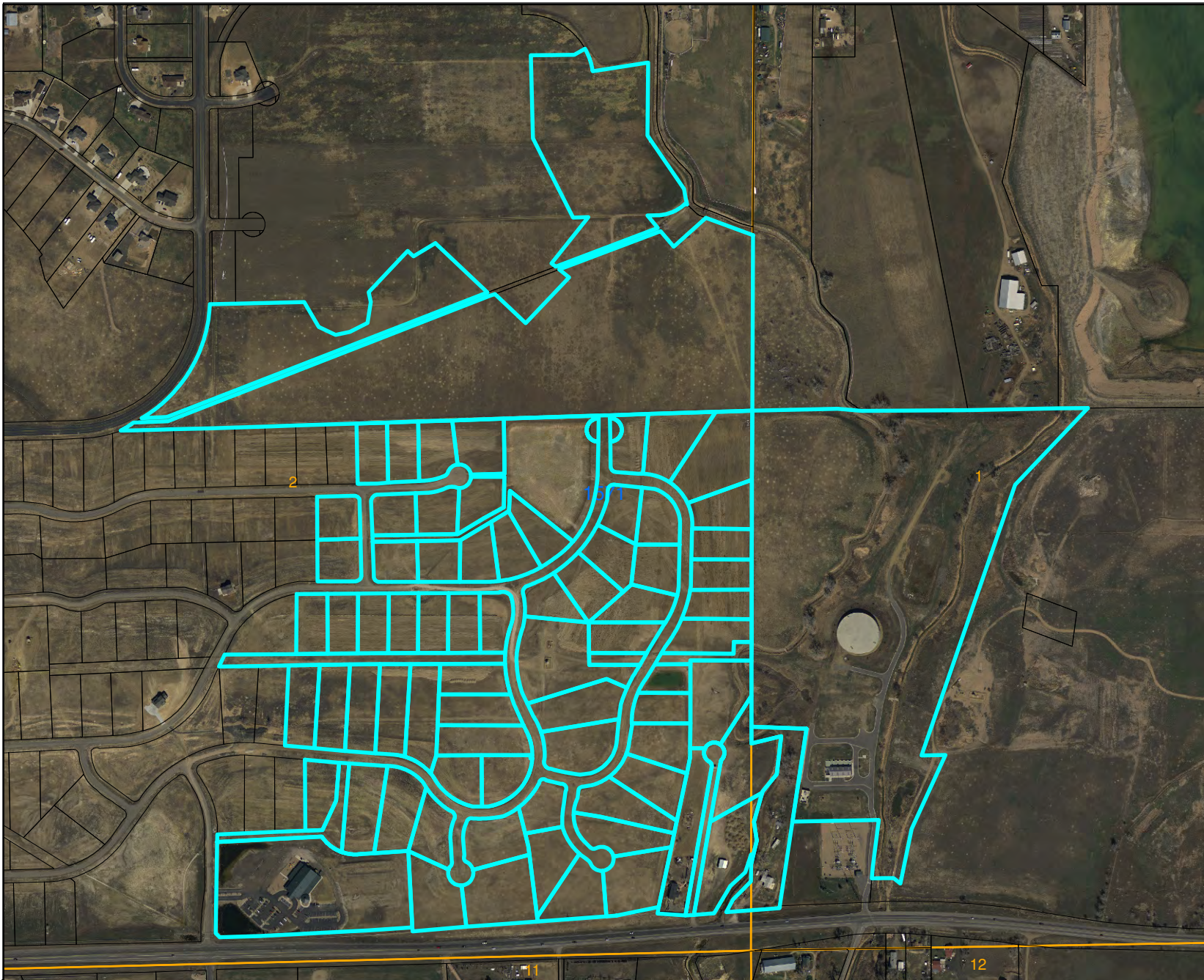
PRC2016-00014



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LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
- Major Water
- Zoning Line
- ▭ Sections
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Bartley Subdivision, Amendment #3

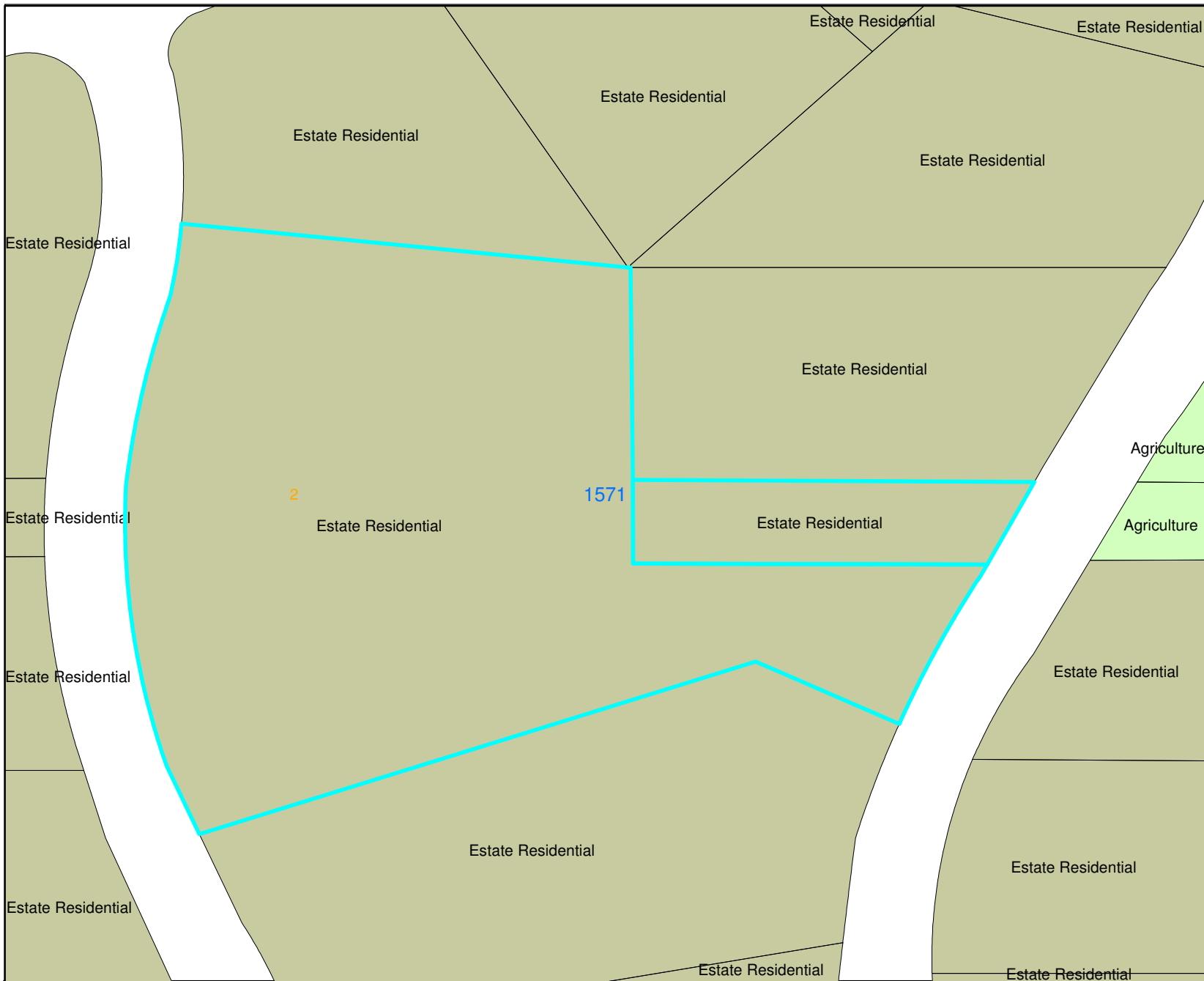
PRC2016-00014



































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LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
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-  Zoning Line
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-  Airport Noise Overlay

Bartley Subdivision, Amendment #3

PRC2016-00014



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WRITTEN EXPLANATION OF REQUESTS**BARTLEY SUBDIVISION-AMENDMENT NO.3 REQUEST****&****TODD CREEK VILLAGE BARTLEY PROPERTY PLANNED UNIT
DEVELOPMENT-PUD AMENDMENT NO. 3 REQUEST**

O&G Land Holdings, LLC is the owner of Lot 1 Block 9 (16170 Newark Street) and the adjacent Outlot I Block 9 of the Bartley Subdivision. The Subdivision is located north of SH7 and east of Havana St. in the S1/2 of Section 2 T1S, R67. It is zoned for rural estate home site 1-acre lots, and this area of the Bartley Subdivision is within one of the last phases of the road and local drainage facility construction of the Subdivision. The northern part of Lot 1 Block 9 is the location of an oil/gas well and the center of the lot is the location of a tank battery. However, when combined with Outlot I there is sufficient room to reconfigure the total 3.708 acre area into 3 lots, each having sufficient area to meet the minimum 1 acre lot size requirement to construct a home, once the existing well and tank batteries are removed from all areas of the proposed Bartley Subdivision-Amendment No. 3.

Originally O & G Land Holdings, LLC had submitted the Amendment No. 3 Subdivision and PUD requests to create only 2 additional home site lots by relocating the oil/gas accessory facilities (tank batteries) to an area near the existing oil/gas well and by creating a 3rd lot where no home construction would be allowed until all oil/gas facilities were removed from the Amendment No. 3 area. However, now that all of the oil/gas well and accessory facilities will be removed, the revised Amendment No. 3 Subdivision and PUD will allow all 3 created lots to be used for home site construction. Details on the revised Amendment No. 3 PUD and Subdivision requests are as follows:

1. Water Supply- The Todd Creek Metropolitan District will provide water service to the 3 new home site lots of the Bartley Subdivision - Amendment No. 3, and a letter dated 04/26/16 from the District was included for the original Amendment No. 3 Subdivision request for 2 home site lots along with a State Engineer's Office (SEO) Division of Water Resources approval letter dated 03/24/15 for the Bartley Subdivision-Amendments No. 1 and 2 to facilitate the SEO's review of the Amendment No 3 Subdivision. The SEO responded to 2 lot original Amendment No. 3 submittal in an 11/17/16 approval letter, which was virtually identical to the prior 03/24/15 SEO letter approving Amendments No. 1 and 2. Subsequently, when the revised submittal was for 3 lots, the SEO approved the Water Supply Plan for the 3 lots proposed for this Amended Subdivision in a letter dated 12/28/16.

2. Sewer Service- Each lot owner will install Individual Sewage Disposal Systems (ISDS) as required by plat notes on the existing Bartley Subdivision with the Todd Creek Metropolitan District maintaining all ISDS's after installation. All plat notes from the existing Bartley Subdivision on ISDS installation and maintenance are included as plat notes on the Bartley Subdivision-Amendment No. 3 plat and a copy of the these plat notes are included with this submittal. Tri-County Health's approval letter of Amendments #1 and #2 dated 03/17/15 was included with the original submittal of Amendment No. 3 to facilitate the review and approval of the Amendment No. 3 Subdivision and PUD requests by Tri-County Health, and Tri-County responded with an approval letters dated 11/16/16 and 01/12/17.
3. Utility Service- United Power provides electrical and Xcel Energy provides gas Bartley Subdivision-Amendment No. 3, and a letter from United Power dated 03/08/16 and a letter from Xcel Energy dated 05/03/16 were submitted as Proof of Utility services for the Amendment No. 3 Subdivision and PUD requests.
4. Soils-Geologic Conditions - Soil-Geologic conditions were reviewed on the original Bartley Subdivision, and the original comment letter from the Colorado Geologic Survey (CGS) dated 10/01/16 and the comment letter from West Adams Soil Conservation District date 01/26/05 were included as part of the original submittal of the Amendment No. 3 Subdivision and PUD requests. Comments from these letters were utilized in the development the original Bartley Subdivision plat notes and are repeated as plat notes on the Bartley Subdivision-Amendment No. 3 plat. Subsequently, CGS responded to original Amendment No. 3 submittal in an 11/17/16 approval letter.
5. Floodplains/Drainage/Grading/SWMP - Bartley Subdivision-Amendment No. 3 is not within a 100-year floodplain and no additional drainage facilities are required except for a driveway culvert with home construction on each lot.
6. School Facilities -No objection by School District 27J. A copy of the executed Participation Agreement in SD27J's Capital Improvement fee program signed by the owner for 3 lots is also included with this revised Amendment No. 3 submittal.
7. Notice to Oil/Gas Interest and Removal of Oil/Gas Facilities- A copy of the recorded notice to the Oil/Gas facilities owner was included in the original submittal of Amendment No. 3 Subdivision and PUD requests, where the tank battery was to be relocated to near the existing oil/gas well, which would have allowed 2 of the 3 lots to be used for home site construction.

Subsequently the Developer and Great Western Oil & Gas Company has now agreed to remove the oil/gas well and tank battery from all of the Amendment No. 3 area, and a copy of this agreement dated 11/28/16 has been submitted as part of this revised Amendment No. 3 Subdivision and PUD requests, and no building permits will be issued on any of proposed 3 lots, until the oil/gas well and the accessory facilities are removed from the entire Amendment No. 3 area. This restriction is included on the Amendment No. 3 Subdivision by plat note 19 that requires a recordation of a Well Abandonment Report and a Survey Drawing certifying removal of the oil/gas facilities, before any building permit shall be issued for any of the Amendment No. 3 lots. PUD Amendment No. 3 also has a specific note that states-"No home construction allowed until oil/gas well facilities are removed from all lots of Amendment No. 3."

8. R-O-W Dedication/Road Improvements Construction & Approval - Access for lots of the proposed Bartley Subdivision Amendment-No. 3 is Newmark St. and Paris Way that were dedicated on the original Bartley Subdivision plat. Newmark Street abuts Lots 1 and 3, and proof of Newmark Street's Preliminary Acceptance was included in the original submittal and only driveway culverts will be necessary will home construction (ENG2 comment). Paris Way abutting Lot 2 is under construction, and in accordance with the plat note #5 from the original Bartley Subdivision that is included as an Amendment No. 3 plat note, no building permit for a home on Lot 2 shall be issued until that portion of Paris Way abutting Lot 2 receives Preliminary Acceptance.
9. Fire Protection - This area is within the Brighton Fire Protection District and District's requirements will be followed in the construction of homes on the lots of the Bartley Subdivision-Amendment No. 3. A copy of the Districts original letter dated 09/28/01 was included in the original Amendment No. 3's requests.

In summary, the Minor Subdivision and PUD Amendments create lots conforming to the existing PUD in that the Amendment No. 3 PUD by utilizing the same standards home construction in the existing PUD (Todd Creek Village PUD). This ensures the compatibility of home construction within the entire Bartley Subdivision and (Todd Creek Village PUD) area. The Minor PUD and Minor Subdivisions are thus compatible and not detrimental to the surrounding properties, the Comprehensive Plan, or to the health, safety, or welfare of the inhabitants of the area, and are consistent with the purposes and requirements of the County's Standards and Regulations. In consideration of these facts, the owner requests favorable recommendation from the Planning Staff and Planning Commission, and approval from Board of the Minor PUD and Minor Subdivision requests.

BARTLEY SUBDIVISION - AMENDMENT NO. 3

A RESUBDIVISION OF LOT 1 AND OUTLOT I, BLOCK 9, BARTLEY SUBDIVISION, BEING A PART OF THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

CASE NO: PRC2016-00014

NOTICE:

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

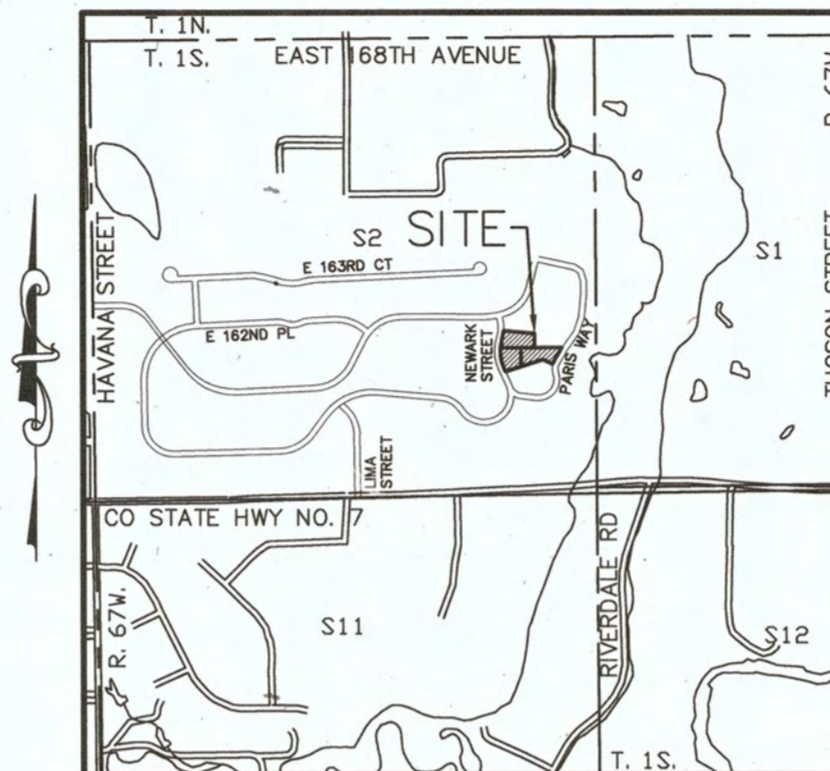
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY R.W. BAYER & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREIN TO DETERMINE OWNERSHIP OF THE TRACT OF LAND, COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJACENT TRACTS OF LAND OR RIGHTS-OF-WAY, EASEMENTS OR ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.

EXCEPT AS SHOWN OR SPECIFICALLY STATED, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS, ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY REVEAL.

PLAT NOTES: SEE SHEET 2 OF 2 FOR PLAT NOTES

VICINITY MAP

SCALE: 1"=2000'



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE OWNER OF: LOT 1, BLOCK 9, AND OUTLOT I BARTLEY SUBDIVISION, A SUBDIVISION OF A PART OF THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. CONTAINS 161,529 SQUARE FEET OR 3.709 ACRES MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF BARTLEY SUBDIVISION - AMENDMENT NO. 3, AND RESERVE THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THIS PLAT, FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, TELEPHONE LINES, SEWER LINES, WATER LINES: TOGETHER WITH A RIGHT TO TRIM INTERFERING TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER. EXECUTED THIS 3 DAY OF MARCH, 2017.

O AND G LAND HOLDINGS, LLC:

GENE OSBORNE, AUTHORIZED AGENT

ACKNOWLEDGEMENT:

STATE OF COLORADO) ss
COUNTY OF ADAMS)

THE FOREGOING WAS ACKNOWLEDGED BY ME THIS 3rd DAY OF MARCH, 2017, BY GENE OSBORNE, AUTHORIZED AGENT, O AND G LAND HOLDINGS, LLC.

NOTARY PUBLIC
MY COMMISSION EXPIRES: July 26, 2017
MY ADDRESS IS: 2090 E 104th Ave 4301
Denver, Co 80233



APPROVALS:

PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRPERSON _____

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 20____.

CHAIRPERSON _____

CERTIFICATE OF CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _____ : _____ M. ON THE _____ DAY OF _____, A.D., 20____.

BY: _____ DEPUTY COUNTY CLERK AND RECORDER

RECEPTION NO: _____

SURVEYOR'S CERTIFICATE:

I, RAYMOND W. BAYER, A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY, EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.

RAYMOND W. BAYER,
REG P.L.S. NO. 6973

DATE: _____



Prepared By:

R.W. BAYER & ASSOCIATES, INC.
2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80233-4316
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM
FILE: B15242/B16242P.DWG
Date Prepared: JUNE 8, 2016
REVISIONS: ADDED ADDRESSES 8/10/16 J.E.B.
REVISED PLAT NOTES #3 & #19 9/20/16 J.E.B.
REMOVED ALL OIL/GAS FACILITIES AND
RESTRICTIONS ON SHEET 2 12/15/16 J.E.B.
MISC. TEXT/LABEL REVISIONS PER ADAMS COUNTY
1/30/17 J.E.B.
CORRECTED #6 IN TEXT & MISC MAP
CORRECTIONS 2/27/17 J.E.B.

BARTLEY SUBDIVISION - AMENDMENT NO. 3

A RESUBDIVISION OF LOT 1 AND OUTLOT I, BLOCK 9, BARTLEY SUBDIVISION, BEING A PART OF THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2

PLAT NOTES: BARTLEY SUBDIVISION - AMENDMENT NO. 3
THE ORIGINAL BARTLEY SUBDIVISION CASE# PLT2005-00048 ARE REPEATED BELOW WITH ANY MODIFICATION/CHANGE NOTED BELOW EACH NOTE.

1. BY GRAPHIC PLOTTING ONLY, THIS SITE LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 0801000556, WITH AN EFFECTIVE DATE OF AUGUST 16, 1995. MODIFICATION/CHANGE - NEW COMMUNITY PANEL NUMBER IS 080100326H WITH AN EFFECTIVE DATE OF MARCH 5, 2007.

2. ALL EASEMENTS SHOWN ARE UTILITY AND DRAINAGE EASEMENTS UNLESS OTHERWISE NOTED. ALL EASEMENTS ALONG ROADS ARE ALSO SLOPE EASEMENTS. THE AREAS SHOWN HEREON AS "EXCLUSIVE DRAINAGE EASEMENT" SHALL PROHIBIT ANY STRUCTURES, OBSTRUCTIONS OR MODIFICATIONS OF THE DRAINAGE GRADING TO OCCUR WITHIN THESE AREAS. MODIFICATION/CHANGE - NOT APPLICABLE TO LOTS 1, 2, & 3 BARTLEY SUBDIVISION - AMENDMENT NO. 3.

3. ALL LOTS MARKED WITH AN ASTERISK (*) WITH OIL OR GAS WELLS/TANK BATTERIES SHALL NOT BE SOLD UNTIL WELLS/TANK BATTERIES ARE PLUGGED/REMOVED.

MODIFICATION/CHANGE - NOT APPLICABLE TO BARTLEY SUBDIVISION - AMENDMENT NO. 3 AFTER SUBMITTAL OF A RECORDED CERTIFICATION WITH SURVEY DRAWING DEMONSTRATING TANK BATTERIES PREVIOUSLY ON A PORTION OF BARTLEY SUBDIVISION - AMENDMENT NO. 3 HAVE BEEN REMOVED AND AFTER SUBMITTAL OF A RECORDED WELL ABANDONMENT REPORT WITH A SURVEYED DRAWING DEMONSTRATING ALL OIL AND GAS FACILITIES HAVE BEEN REMOVED. UNTIL THESE RECORDED CERTIFICATIONS ARE SUBMITTED, NO BUILDING PERMITS SHALL BE ISSUED FOR HOMES ON ANY LOTS OF THE BARTLEY SUBDIVISION NO. 3.

4. ENLARGED ONSITE WASTEWATER SYSTEM (OWS) MAY BE REQUIRED ON CERTAIN LOTS. ENGINEERED OWS ARE LARGER AND MORE COSTLY THAN CONVENTIONAL SYSTEMS. LOT SPECIFIC SOILS AND PERCOLATION TESTS SHALL BE USED TO DETERMINE THE TYPE AND SIZE OF OWS. BASED ON AN EVALUATION OF THE SOILS, TRI-COUNTY HEALTH DEPARTMENT MAY RECOMMEND AN ENGINEERED OR LARGER OWS THAN THE MINIMUM REQUIRED BASED SOLELY UPON THE PERCOLATION TEST RESULTS.

SUITABLE AREA NEEDS TO BE DESIGNATED ON EACH LOT SITE PLAN FOR BOTH PRIMARY AND REPLACEMENT WASTEWATER ABSORPTION AREAS. REPLACEMENT OF THE PRIMARY ABSORPTION AREA MAY BE REQUIRED, IF FAILURE OF THE PRIMARY AREA OCCURS. THESE AREAS NEED TO MEET ALL TRI-COUNTY HEALTH DEPARTMENT SETBACK REQUIREMENTS, AND ARE TO REMAIN FREE OF ANY IMPROVEMENTS, E.G. IRRIGATED LANDSCAPE, PAVING, OUT-BUILDINGS, ETC.

THE TODD CREEK METRO DISTRICT HAS IMPLEMENTED MAINTENANCE AND INSPECTION PROGRAM FOR ONSITE WASTEWATER SYSTEMS (OWS) WITHIN THE DISTRICT SHALL BE CONTACTED FOR SPECIFIC REQUIREMENTS OF THE PROGRAM.

5. NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOT IN ANY PHASE OF CONSTRUCTION, UNTIL ALL PUBLIC IMPROVEMENTS, IN ANY PHASE, AS REQUIRED BY THE APPROVED CONSTRUCTION PLANS, HAVE BEEN COMPLETED AND ARE UNDER PRELIMINARY ACCEPTANCE BY THE ADAMS COUNTY DEPARTMENT OF PUBLIC WORKS.

MODIFICATION/CHANGE - NOT APPLICABLE TO LOTS 1 & 3 BARTLEY SUBDIVISION - AMENDMENT NO. 3 AS NEWMARK STREET HAS BEEN PRELIMINARILY ACCEPTED BY ADAMS COUNTY, AND A SUBDIVISION IMPROVEMENT AGREEMENT (SIA) WITH BONDING HAS BEEN SUBMITTED AND APPROVED BY ADAMS COUNTY FOR CONSTRUCTION OF THAT PORTION OF PARIS WAY ABUTTING LOT 2 OF THE BARTLEY SUBDIVISION - AMENDMENT NO. 3.

6. EIGHT-FOOT (8') WIDE UTILITY EASEMENTS ARE HERBY GRANTED ON PRIVATE PROPERTY ADJACENT TO THE FRONT AND REAR LOT LINES OF EACH LOT WITHIN THE SUBDIVISION PLATTED AREA. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEPHONE, CABLE, AND TELECOMMUNICATION FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY EASEMENTS AND PRIVATE STREETS WITHIN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.

MODIFICATION/CHANGE - INSTEAD OF EIGHT-FOOT (8') WIDE UTILITY EASEMENTS IN ALL CASES, FIFTEEN-FOOT (15') UTILITY AND DRAINAGE EASEMENTS ARE PROVIDED ON THE FRONT LOT LINES AND EIGHT-TO-TEN-FOOT DRAINAGE & UTILITY EASEMENTS ON REAR LOT LINES OF LOTS 1, 2, & 3 BARTLEY SUBDIVISION - AMENDMENT NO. 3.

THE DEVELOPER SHALL PROVIDE A BUILDING ENVELOPE FREE OF ALL UNDERGROUND PIPELINES AND WILL BE RESPONSIBLE FOR REMOVING, LOCATING, AND/OR REDIRECTING ANY UNDISCOVERED PIPELINES WITHIN THE BUILDING ENVELOPES.

7. ADAMS COUNTY IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF ANY COVENANTS, CONDITIONS, OR RESTRICTIONS THAT MAY BE FILED AGAINST THIS SUBDIVISION PLAT.

8. THE DEVELOPER SHALL RELOCATE AN AND ALL OIL OR GAS LINES THAT PREVENT AN ADEQUATE OWS FROM BEING INSTALLED ON ANY LOT.

9. NO DIRECT ACCESS TO ADJACENT LOT SHALL BE PERMITTED FROM HAVANA STREET.

10. LOT FENCING IS TO BE PLACED ON THE PERIMETER OF THE GAS LINE EASEMENTS AND THE EXISTING WATER LINE EASEMENT. NO FENCING, LANDSCAPING OR PERMANENT STRUCTURES ARE TO BE PLACED WITHIN THE LIMITS OF THE GAS LINE EASEMENTS AND WATER LINE EASEMENTS. SHOWN HEREON.

11. THERE ARE EXISTING UNDERGROUND GAS AND/OR OIL LINES WITHIN UNDOCUMENTED EASEMENTS WITHIN THIS DEVELOPMENT. THIS IS A GENERAL NOTE INFORMING THAT SUCH LINES OR EASEMENTS MAY EXIST ON ANY LOT AND CANNOT BE ACCURATELY LOCATED ON ANY PLATS THAT THE SURVEYOR OR ENGINEER ARE NOT LIABLE OR RESPONSIBLE FOR ANY BUILDING RESTRICTIONS OR LIMITATIONS CAUSED BY THESE LINES OR EASEMENTS. RESPONSIBILITY IS WITH THE OWNER/DEVELOPER TO LOCATE ANY SUCH LINES SO AS TO PROVIDE AN ACCEPTABLE BUILDING ENVELOPE.

12. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY TO THE SYSTEM. THE PROPERTY OWNERS (METRO DISTRICT) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNERS FAIL TO ADEQUATELY MAINTAIN SAID MAINTENANCE, ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS.

13. THE PROPERTY IS ALSO SUBJECT TO THE FOLLOWING ITEMS FROM NORTH AMERICAN TITLE COMPANY OF COLORADO COMMITMENT NUMBER BDC 196316 SCHEDULE B-2 EXCEPTIONS:

- A. MULTIPLE REFERENCES TO WATER AND MINERAL RIGHTS.
- B. CONSENT TO 50' WIDE EASEMENT OR RECORD IN BOOK 1095 AT PAGE 265.
- C. 50 WIDE EASEMENT OF RECORD IN BOOK 2976 AT PAGE 319.
- D. RIGHT-OF-WAY EASEMENTS AND LICENSES OF RECORD IN BOOK 3083 AT PAGE 294.
- E. NOTICE OF GENERAL DESCRIPTION OF SERVICE AREA OF RECORD IN BOOK 3162 AT PAGE 961.
- F. RIGHT-OF-WAY AGREEMENT OF RECORD AT RECEPTION NO. C0999711.

15. OIL AND GAS OPERATIONS: EACH BUYER OF A LOT IN THIS SUBDIVISION ACKNOWLEDGES AND AGREES THAT (1) THERE ARE CONTINUING OIL AND GAS OPERATIONS IN AND AROUND THE EXISTING WELLS AND/OR PRODUCTION SITES (2) THERE MAY BE FUTURE WELLS AND PRODUCTION SITES DRILLING ASSOCIATED OIL AGREEMENTS ENTERED INTO WITH ENCANIA CORPORATION AND KP KAUFMAN INC.

16. INDIVIDUAL SEWAGE DISPOSAL SYSTEMS (ISDS). MAINTENANCE OF THE ISDS WILL BE UNDERTAKEN BY THE TODD CREEK METROPOLITAN DISTRICT NO. 1 (TCFMD1). NO SEPTIC TANK SHALL BE CONSTRUCTED FURTHER THAN 150' FROM THE GARAGE DRIVEWAY. SEPTIC TANK PUMPING TRUCKS WILL ACCESS THOSE DRIVEWAYS FOR MAINTENANCE PURPOSES. DRIVEWAYS WILL BE CONSTRUCTED ACCORDINGLY. ALL ISDS WILL BE APPROVED BY TCFMD1 PRIOR TO CONSTRUCTION.

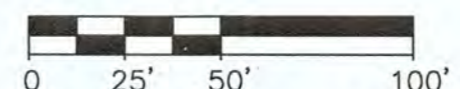
17. WATER QUALITY MONITORING WELLS ARE TO BE PLACED ON OUTLOT F AND OUTLOT H AND ARE TO BE MONITORED BY THE TODD CREEK METROPOLITAN DISTRICT NO.1.

18. THIS PLAN HAS BEEN APPROVED BY ADAMS COUNTY AND CREATES A VESTED PROPERTY RIGHT PURSUANT TO CRS §82-68-101, ET. SEQ., AS AMENDED, AND THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS.

19. NO STRUCTURES INCLUDING RESIDENCES AND ACCESSORY STRUCTURES MAY BE CONSTRUCTED WITHIN THE DESIGNATED 150 FOOT BUFFER AROUND EACH EXISTING OIL OR GAS WELL, THIS PROVISION DOES NOT APPLY TO FENCES.

WHERE A NEW HOME, OR A PORTION OF A NEW HOME, IS CONSTRUCTED WITHIN THREE-HUNDRED (300) OF AN EXISTING OIL OR GAS WELL, THE PROPERTY OWNER SHALL SUBMIT A SIGNED WAIVER ACKNOWLEDGING THE EXISTENCE OF THE FACILITY (SECTION 4-06-01-02-02-12, ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS). THE WAIVER FORM (OIL AND GAS WELL WAIVER) IS AVAILABLE AT THE ADAMS COUNTY PLANNING AND DEVELOPMENT DEPARTMENT. THE COMPLETED WAIVER SHALL BE EXECUTED, NOTARIZED, AND RECORDED AT THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER. A COPY OF THE RECORDED WAIVER SHALL BE REQUIRED WITH A BUILDING PERMIT APPLICATION FOR A NEW RESIDENCE. THE WAIVER SHALL BE REVIEWED FOR ACCURACY AND COMPLETENESS BY THE ADAMS COUNTY PLANNING AND DEVELOPMENT DEPARTMENT. THIS PROVISION DOES NOT APPLY TO ACCESSORY STRUCTURES. THIS PROVISION DOES NOT APPLY IF THE WELL HAS BEEN PLUGGED AND ABANDONED.

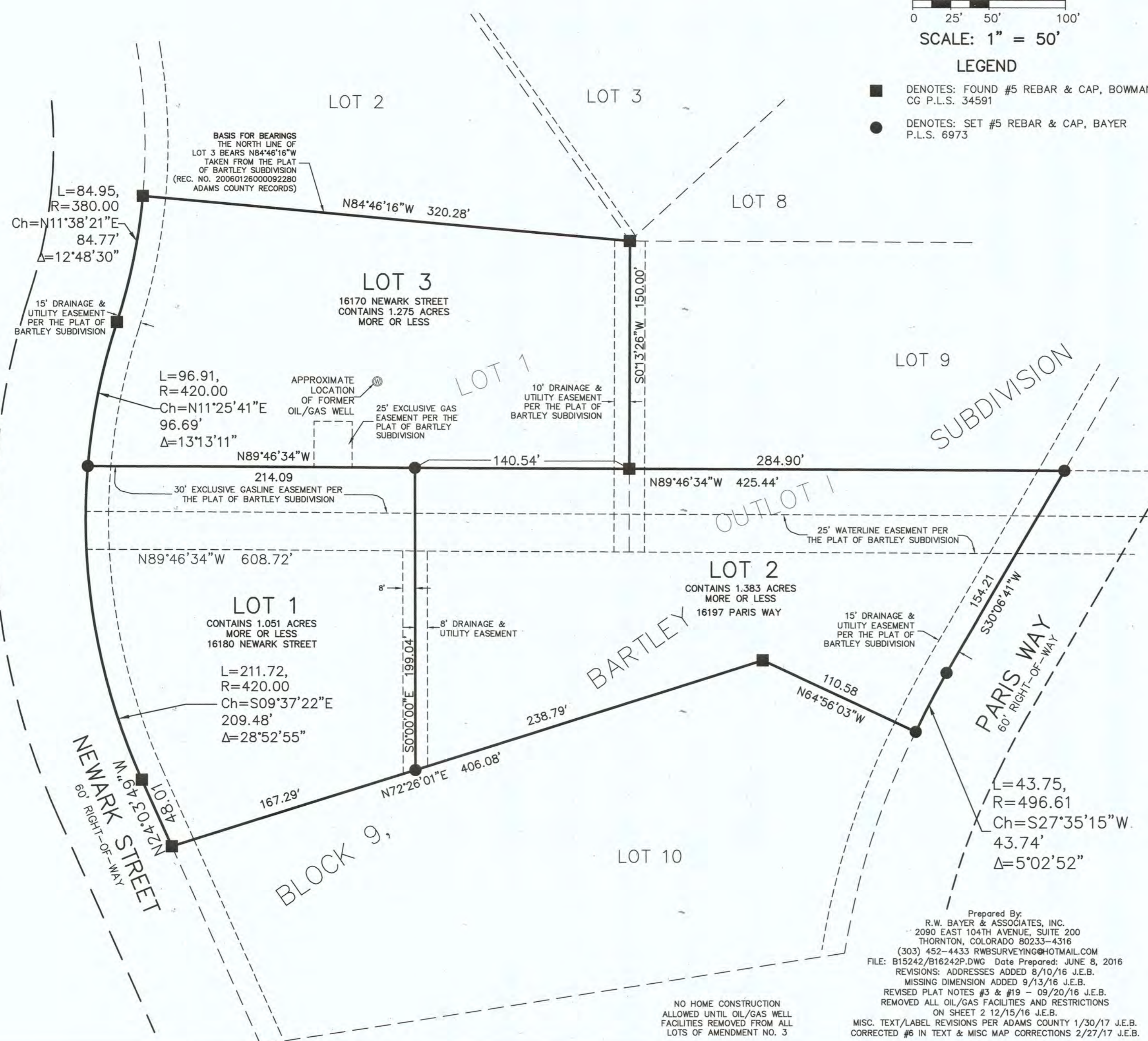
MODIFICATION/CHANGE - NOT APPLICABLE TO BARTLEY SUBDIVISION - AMENDMENT NO. 3 AFTER SUBMITTAL OF A RECORDED CERTIFICATION WITH SURVEY DRAWING DEMONSTRATING TANK BATTERIES PREVIOUSLY ON A PORTION OF BARTLEY SUBDIVISION - AMENDMENT NO. 3 HAVE BEEN REMOVED AND AFTER SUBMITTAL OF A RECORDED WELL ABANDONMENT REPORT WITH A SURVEYED DRAWING DEMONSTRATING ALL OIL AND GAS FACILITIES HAVE BEEN REMOVED. UNTIL THESE RECORDED CERTIFICATIONS ARE SUBMITTED, NO BUILDING PERMITS SHALL BE ISSUED FOR HOMES ON ANY LOTS OF THE BARTLEY SUBDIVISION NO. 3.



SCALE: 1" = 50'

LEGEND

- DENOTES: FOUND #5 REBAR & CAP, BOWMAN CG P.L.S. 34591
- DENOTES: SET #5 REBAR & CAP, BAYER P.L.S. 6973



Prepared By:
R.W. BAYER & ASSOCIATES, INC.
2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80233-4316
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM
FILE: B15242/B16242P.DWG Date Prepared: JUNE 8, 2016
REVISIONS: ADDRESSES ADDED 8/10/16 J.E.B.
MISSING DIMENSION ADDED 9/13/16 J.E.B.
REVISED PLAT NOTES #3 & #19 - 09/20/16 J.E.B.
REMOVED ALL OIL/GAS FACILITIES AND RESTRICTIONS ON SHEET 2 12/15/16 J.E.B.
MISC. TEXT/LABEL REVISIONS PER ADAMS COUNTY 1/30/17 J.E.B.
CORRECTED #6 IN TEXT & MISC MAP CORRECTIONS 2/27/17 J.E.B.

TODD CREEK VILLAGE BARTLEY PROPERTY

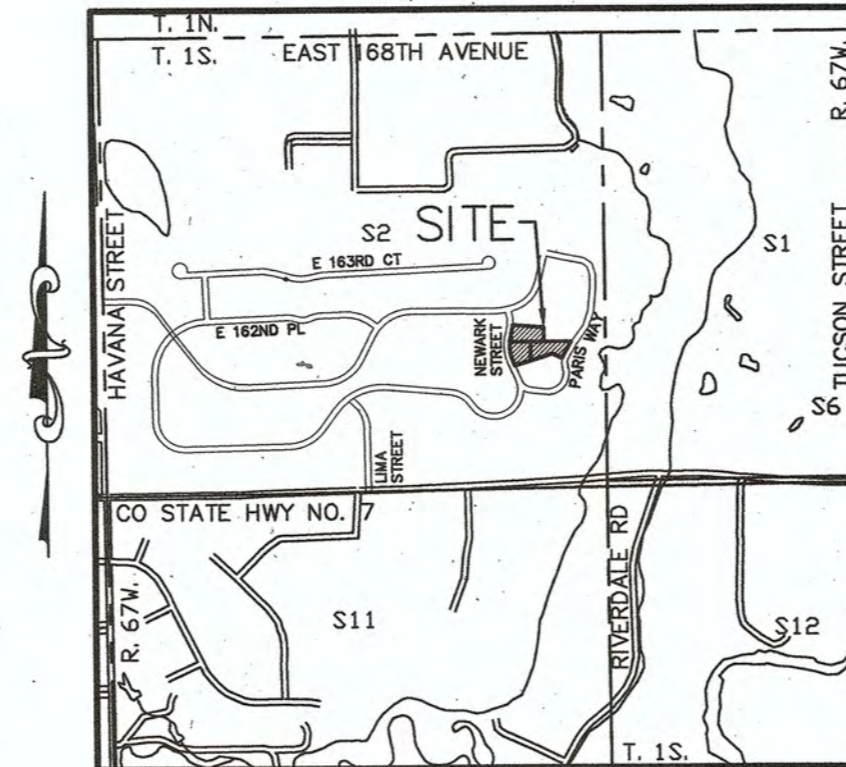
Planned Unit Development - Amendment No. 3

LOT 1 AND OUTLOT I BLOCK 9, BARTLEY SUBDIVISION, BEING PART OF THE SOUTH ONE-HALF OF SECTION 2,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF
COLORADO.
SHEET 1 OF 2

CASE NO: PRC2016-00014

VICINITY MAP

SCALE: 1"=2000'



LEGAL DESCRIPTION: AMENDMENT NO. 3

LOT 1 AND OUTLOT I, BLOCK 9, BARTLEY SUBDIVISION, AS RECORDED IN RECEPTION NO. 20060126000092280, ADAMS COUNTY RECORDS.

PUD NARRATIVE:

PLAT NOTE #3 OF BARTLEY SUBDIVISION, AS RECORDED IN RECEPTION NO. 20060126000092280, ADAMS COUNTY RECORDS REQUIRES THAT A LOT MARKED WITH AN ASTERISK "*" WITH EXISTING OIL/GAS FACILITIES HAVE THOSE FACILITIES BE REMOVED BEFORE THE LOT CAN BE SOLD. AS THE EXISTING OIL/GAS FACILITIES ON LOT 1, BLOCK 9 HAVE BEEN REMOVED, THESE TWO LOTS ARE NOW PROPOSED FOR HOMESITE DEVELOPMENT IN ACCORDANCE WITH ALL APPLICABLE PLAT NOTES OF THE BARTLEY SUBDIVISION, AS RECORDED IN RECEPTION NO. 20060126000092280, ADAMS COUNTY RECORDS, AND IN ACCORDANCE WITH ALL APPLICABLE STANDARDS OF THE TODD CREEK VILLAGE BARTLEY PROPERTY PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN RECORDED IN RECEPTION NO. 20060413000376210, ADAMS COUNTY RECORDS, THAT ARE COPIED ON THIS TODD CREEK VILLAGE BARTLEY PROPERTY PLANNED UNIT DEVELOPMENT - AMENDMENT NO. 3 PLAN TO ALLOW DEVELOPMENT OF THESE ORIGINAL 2 LOTS INTO 4 HOMESITE LOTS AS SHOWN ON SHEET 2 OF 2 OF THE PUD PLAN UPON RECORDING OF THIS PUD PLAN AND THE RECORDING OF THE BARTLEY SUBDIVISION - AMENDMENT NO. 3 SUBDIVISION PLAT.

PUD STANDARDS

ZONING	PUD
LAND USE	RESIDENTIAL ESTATES DISTRICT PUD
ACREAGE	3.709 ACRES
MAXIMUM GROSS DENSITY	1.25 / AC
MINIMUM SETBACKS FOR RESIDENCE	
FRONT:	30'
FRONT: (STATE HWY. OR ARTERIAL)	50'
SIDE:	17' (ONE SIDE); 5' (OTHER SIDE)
SIDE ON CORNER LOT:	30' (LOCAL STREET); 50' (STATE HWY. OR ARTERIAL STREET)
REAR:	20'
MINIMUM FRONTAGE WIDTH AT FRONT SETBACK	50 FEET
MINIMUM SETBACK ACCESSORY BUILDING	
FRONT:	EQUAL TO PRINCIPAL RESIDENCE ON THE LOT
SIDE:	15'
SIDE ON CORNER LOT:	25'; 30' (STATE HWY. OR ARTERIAL ST.)
REAR:	10'
MAXIMUM BUILDING HEIGHT	RESIDENCE: 35'; ACCESSORY BUILDING: 25'
MAXIMUM LOT SIZE	1 AC.
MAXIMUM UNITS PER LOT	1
MINIMUM FLOOR AREA	1,800 SQUARE FEET
MAXIMUM FLOOR AREA	12.5% OF LOT AREA
PARKING	TWO OFF-STREET PARKING SPACES REQUIRED IN THE DRIVEWAY

Prepared By:

R.W. BAYER & ASSOCIATES, INC.
2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80233-4316
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM
FILE: B15242/B15242PUD.DWG

Date Prepared: JULY 14, 2016

REVISIONS: MISC PER COUNTY COMMENTS 07/17/2015
ADDED ADDRESSES 8/10/16 J.E.B.
DELETED ALL OIL/GAS FACILITIES & RESTRICTIONS ON SHEET 2 - 12/15/16
MISC. TEXT/LABEL REVISIONS PER ADAMS COUNTY 1/30/17 J.E.B.
MISC MAP LABEL CORRECTIONS 2/27/17 J.E.B.

CERTIFICATE OF OWNERSHIP:

O AND G LAND HOLDINGS, LLC, BEING THE OWNER OF LOT 1, BLOCK 9, AND OUTLOT I BARTLEY SUBDIVISION, A SUBDIVISION OF A PART OF THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, HEREBY SUBMIT THIS PLANNED UNIT DEVELOPMENT- AMENDMENT NO. 1 AND AGREE TO PERFORM UNDER THE TERMS NOTED HEREON.

EXECUTED THIS 13 DAY OF March, 20 17


O AND G LAND HOLDINGS, LLC:

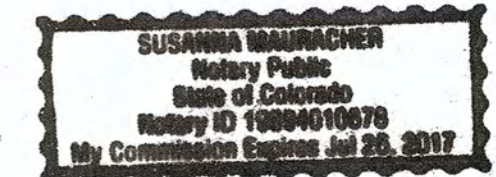

GENE OSBORNE, AUTHORIZED AGENT

ACKNOWLEDGEMENT:

STATE OF COLORADO)
COUNTY OF ADAMS) ss

THE FOREGOING WAS ACKNOWLEDGED BY ME THIS 17th DAY OF March, 20 17, BY GENE OSBORNE, AUTHORIZED AGENT, O AND G LAND HOLDINGS, LLC.


NOTARY PUBLIC
MY COMMISSION EXPIRES: July 26, 2017
MY ADDRESS IS: 2090 E 104th Ave
Denver Co 80233



PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRPERSON _____

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 20____.

CHAIRPERSON _____

CERTIFICATE OF CLERK AND RECORDER

THIS PUD WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _____ : _____ M. ON THE _____ DAY OF _____, A.D., 20____.

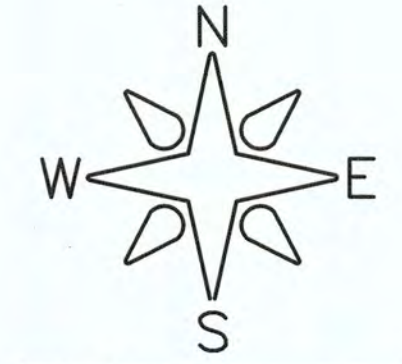
BY: _____ DEPUTY _____ COUNTY CLERK AND RECORDER

RECEPTION NO: _____

TODD CREEK VILLAGE BARTLEY PROPERTY

Planned Unit Development - Amendment No. 3

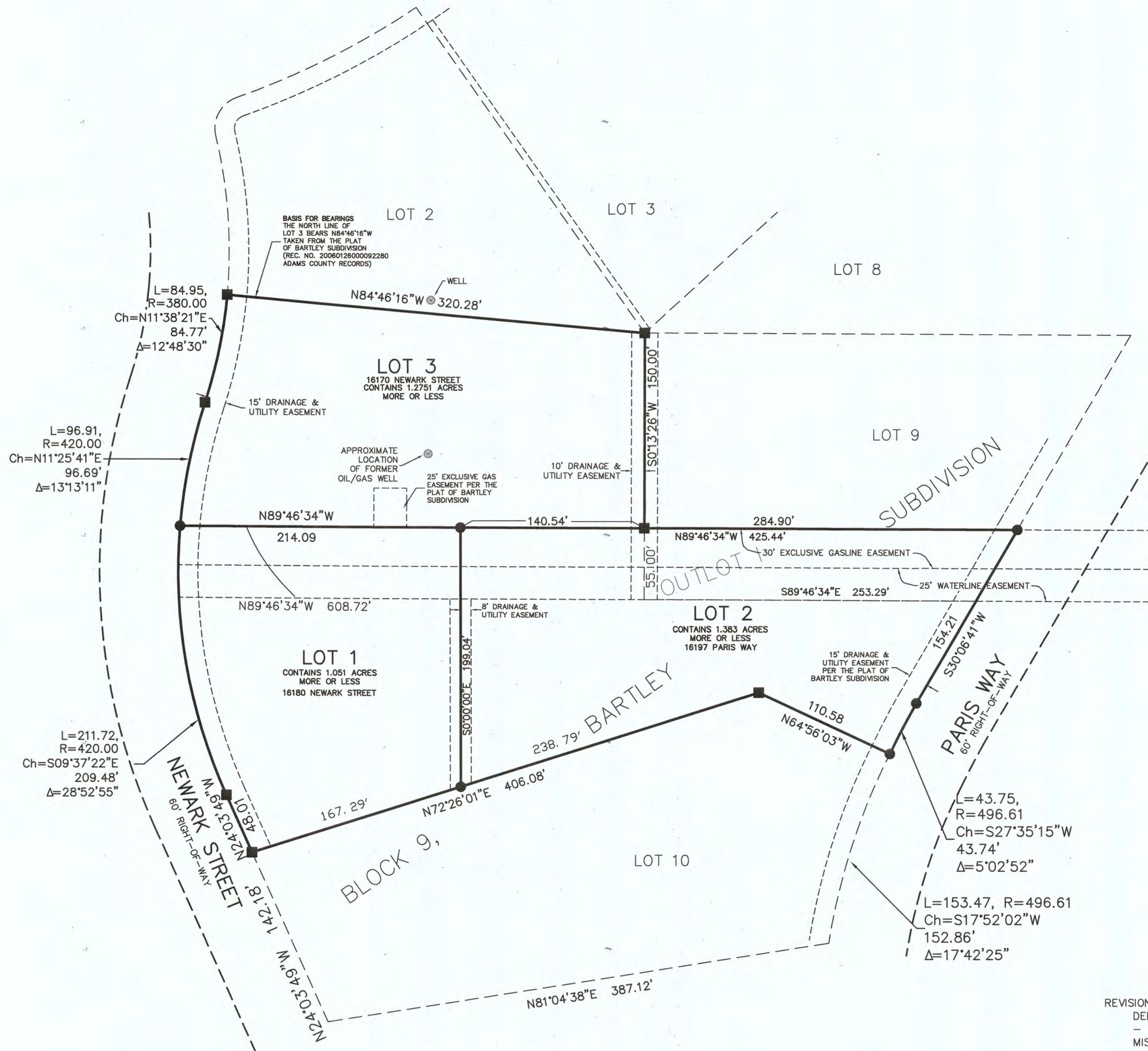
LOT 1 AND OUTLOT I, BLOCK 9, BARTLEY SUBDIVISION, BEING PART OF THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 2 OF 2



SCALE: 1"=60'

LEGEND

- DENOTES: FOUND #5 REBAR & CAP, BOWMAN CG P.L.S. 34591
- DENOTES: SET #5 REBAR & CAP, BAYER P.L.S. 6973



NO HOME CONSTRUCTION
ALLOWED UNTIL OIL/GAS WELL
FACILITIES REMOVED FROM ALL
LOTS OF AMENDMENT NO. 3

Prepared By:
R. W. BAYER & ASSOCIATES, INC.
2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80233-4316
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM
FILE: B15242/B15242PUD.DWG

Date Prepared: JULY 14, 2016

REVISIONS: ADDED ADDRESSES 8/10/16 J.E.B.
DELETED ALL OIL/GAS FACILITIES & RESTRICTIONS ON SHEET 2
- 12/15/16
MISC. TEXT/LABEL REVISIONS PER ADAMS COUNTY 1/30/17 J.E.B.
MISC MAP LABEL CORRECTIONS 2/27/17 J.E.B.

**O&G Land Holdings, LLC
9200 E. Mineral Ave. #365
Centennial, CO 80112**

Memorandum of Understanding

November 28, 2016

Whereas Great Western Operating Company, LLC (GWOC) controls/owns the mineral estate underlying Lot 1 Block 9 of the Bartley subdivision Section 2-T1S-R67W Adams County.

Whereas O & G Land Holdings, LLC (O&G) is the surface owner of the subject property.

Whereas GWOC is the operator of certain oil and gas production facilities located on the surface of O & G's lands. Said facilities identified as the Newlander "G" Unit #1 (Newlander) consist of an oil well, (the well), separator, tank battery, piping, and associated other equipment. (The equipment).

Now comes GWOC and O & G and mutually agree to the following:

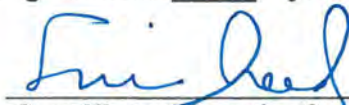
GWOC will immediately begin to take steps to plug and abandon (P&A) the Newlander Well and remove all equipment.

Once the Newlander has been plugged and abandoned consistent with applicable legal requirements, GWOC will file a State of Colorado Oil and Gas Conservation Commission (COGCC) Form 6 well abandonment report with the Director of COGCC.

O&G will deliver a total of \$45,000.00 in good funds to GWOC upon the filing of the COGCC form 6 with confirmation all equipment has been removed from O&G lands.

GWOC will use all commercially reasonable efforts to complete the P&A operations within 60 days of the date this MOU is executed.

Agreed to this 30 day of November, 2016



Great Western Operating Company, LLC
By: Eric Creed, Manager, Surface Land



O&G Land Holdings, LLC
By: Gene Osborne, Manager

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 11/23/2016

Project Number: PRC2016-00014

Project Name: Bartley

Note to Applicant:

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

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 10/24/2016

Email: jblair@adcogov.org

Complete

Commenting Division: Engineering Review

Name of Reviewer: Matthew Emmens

Date: 11/23/2016

Email: memmens@adcogov.org

Complete

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C03256H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

ENG2: Applicant will be required to apply for an access permit for each of the additional lots added to this subdivision and, will be responsible for sizing of all necessary culverts for the lots.

ENG3: It is applicants responsibility to make sure all setback from the relocated oil well are met.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 10/20/2016

Email: irutter@adcogov.org

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 10/21/2016

Email: aclark@adcogov.org

No Comment

Commenting Division: Planner Review

Name of Reviewer: Chris LaRue

Date: 11/18/2016

Email: clarue@adcogov.org

Complete

PLN1. Applicant requesting a Minor Subdivision to create 3 lots and a major PUD amendment to the Todd Creek-Bartley PUD to allow 3 lots. 2 Lots would be for residential uses and the 3rd lot would contain oil and gas infrastructure.

PLN2. Per Section 2-02-18-01 a minor subdivision shall only be used to divide parcels of less than twenty (20) acres into four (4) or fewer lots. All engineering to include street construction and drainage plans shall be approved prior to scheduling a final plat for public hearings.

PLN3. Per Section 3-29-01 the purpose and objective of a Planned Unit Development (P.U.D.) is to encourage the development of land as a single unit. A P.U.D. allows greater flexibility in the design of a development, more variety and diversification in the relationships between buildings, open spaces and uses, and conservation and retention of historical and natural topographic features while meeting the goals, policies and objectives of the comprehensive plan.

PLN4. Per Section 2-02-18 and 2-02-10, the Board of County Commissioners is the final decision authority to review and approve/deny a Subdivision request. Per the noted section the requests are reviewed by the Planning Commission as well.

PLN5. Site is located within the Bartley Subdivision PUD.

PLN6. The approved PUD shows land uses allowed within the overall subdivision are those consistent with the Residential Estate single family dwellings. In addition, minimum standards in the PUD are identical to the RE standards (Section 3-11 of the Adams County Development Standards and Regulations). The minimum standards for a lot are outlined below:

- Minimum lot size: 1 acre
- Minimum frontage width: 150 feet
- Maximum house height: 35 feet
- Minimum house floor area: 1,800 square feet
- Maximum lot coverage: 12.5%
- Front setback: 30 feet
- Side setback: 17 feet one side, five feet on the other side
- Rear setback: 20 feet

PLN7. Appropriate buffers shall be depicted on the final plat (see Environmental Analyst comments from PRE2016-00033). It does not appear this requirement is being met.

PLN8. Site is located in the Estate Residential future land use. Estate Residential areas are designated for single family housing at a lower densities, typically no greater than 1 unit per acre, and compatible uses such as schools and parks. In general, Estate Residential areas are intended to provide limited opportunities for ex-urban or rural lifestyles in the County. Estate Residential projects may have a negative fiscal impact on the County and other service providers. For this reason, Estate Residential development should only be located in specified areas where adequate water and other services may be available, as designated on the Future Land Use Map.

PLN9. You state the area is in the final stages of road and drainage facility construction. Building permits will not be issued for any lots that do not have completed public infrastructure. Confirmation from Adams County engineering will be required.

PLN10. You state Great Western Oil & Gas Company has agreed to move their infrastructure to proposed lot 3. Written confirmation of this statement will be required prior to moving forward with this land use application. Future building permits will not be issued until the facilities have been re-located.

From: [Loeffler - CDOT, Steven](#)
To: [Chris LaRue](#)
Subject: PRC2016-00014, Bartley Subdivision-Amd 3
Date: Tuesday, November 08, 2016 8:34:31 AM

Chris,

I have reviewed the referral named above and have no objections. This should have minor additional impact to State Highway 7.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org



December 28, 2016

Chris La Rue, Senior Planner
Adams County Planning
Transmission sent via email:
CLaRue@adcogov.org

RE: Bartley Subdivision PUD Amendment 3
Case No. PRC2016-00014
A portion of the NE ¼ of the SE ¼ of Section 2, T1S, R67W, 6th P.M.
Water Division 1, Water District 2

Dear Mr. LaRue:

We have reviewed the above referenced referral received December 23, 2016 regarding the proposal to subdivide a 3.71 acre parcel known as Lot 1, Block 9 and Outlot 1 of the Bartley Subdivision into three lots. Lot 1 will be 1.051 acres, Lot 2 will be 1.383 acres, and Lot 3 will be 1.2751 acres; none of the lots appear to contain any existing development. It is the understanding of this office that the Applicant now plans on developing all three lots for home site construction. This referral includes a minor subdivision to create the three lots and a major amendment to the Todd Creek- Bartley PUD to create three lots.

Water Supply Demand

No information was submitted regarding the water supply demand for this project. Information submitted by the Todd Creek Village Metropolitan District ("District") for other subdivisions indicate that each proposed lot typically requires one potable water unit per lot and one irrigation water unit per lot. Since this subdivision is adding two residences to the existing Bartley PUD development, it is assumed that this development would require water for two lots.

Based on information in this office, the District currently uses a rate of 0.3 acre-feet per year per unit for their Potable Water Units and 0.25 acre-feet per year per unit for their Irrigation Water Units. At these rates, the subdivision would require 0.6 acre feet for indoor uses and 0.5 acre-feet for irrigation purposes; the development would require a total of 1.1 acre-feet per year *beyond what was previously allocated for Lot 1, Block 9 of Bartley Subdivision.*

Prior to approval of this subdivision, the county should confirm the amount of water being allocated to this subdivision by the District. To meet the county's 300 year water supply requirement, the District would need to allocate at least 1.8 acre-feet per year to the proposed development for potable residential uses (1800 acre-feet over the life of the



subdivision). This increased residential rate allows the District to account for the county's 300-year water requirement.

Source of Water Supply

District Water Supply Overview

The proposed water source is the Todd Creek Village Metropolitan District (District). A "willing to serve" letter from the District dated April 26, 2016 was provided with the previous application materials.

The District last provided a Water Supply Report to this office, dated November 2011, on June 3, 2014. The District submitted updated information regarding the District's surface water supplies and water demands on July 15, 2014 ("updated 2011 Report"). The District subsequently submitted an updated version of Table 4 of the report, dated August 22, 2014 that this office has incorporated into the updated 2011 Report.

In addition to the above referenced materials, the District submitted a letter, dated February 8, 2015, in response to this office's September 17, 2014 comments to Adams County regarding the Jogan Estates subdivision. The letter provides additional background information about the District and describes steps the District is taking to meet its short term and permanent water demands.

This office recognizes that the District continues to develop its water portfolio and infrastructure so that it can meet the needs of its customers. However, when this office evaluates water supplies available to any water district or municipal provider for the purpose of meeting permanent customer commitments it does not consider a district's short-term contract supplies, pending water court actions or pending projects. Short term contracts have the potential to be discontinued and water supplies that require a water court decree prior to use have an uncertain yield until such time as a water court decree is obtained. For these reasons, we have not historically considered such supplies when evaluating the permanent water supplies available to a district. This is consistent with the approach we have taken in previous letters to the county regarding the District, including letters dated January 2, 2002, June 18, 2002, August 8, 2002, October 29, 2002, September 15, 2004, January 24, 2005, February 8, 2005 and October 4, 2011.

District Water Supply Demands

The updated 2011 Report estimates the District's total demands, as currently platted, to be approximately 2,038.9 acre-feet annually. The updated 2011 Report also includes reference to the proposed Dry Creek East subdivision. Based on additional information from the Applicant's consultant Gina Burke on September 4, 2014, none of the District's water rights have been dedicated to the Dry Creek East subdivision; the developer of the Dry Creek East subdivision will be required to bring sufficient water rights to the District. Therefore, this letter excludes the potential water supply requirements of the Dry Creek East subdivision. With the exclusion of



Dry Creek East subdivision, the District's current and future demands are approximately 2,041.6 acre-feet per year. *This total does not include Bartley PUD Amendments 1, 2, or 3. Any future commitments from the District must be accompanied by an updated demand that incorporates the demand changes created by Bartley PUD Amendments 1, 2, and 3.*

According to information in this office, the District has implemented a dual pipeline system, one for potable water and one for non-potable irrigation water. New subdivisions will be required to have two taps and the existing subdivisions have been retrofitted with this system. Due to the nature of the District's water rights, their dual pipeline system and the water supply requirements of this office, the demand has been further broken down into potable residential water demands, potable commercial water demands and non-potable irrigation demands. This office will focus on the potable residential and commercial water demands since Todd Creek has existing permanent water supplies that will provide a firm yield to meet these demands and can supply potable water separate from non-potable water as a result of their dual pipeline system. Currently, platted residential and commercial potable water demands total 732.7 acre-feet per year, not including Bartley PUD Amendments 1, 2, or 3.

For the purposes of understanding the District's ability to satisfy the county's 100 year or 300 year water allocation approach for the previously approved subdivisions, water demand can also be described by the total residential and commercial potable water demand over the life of each subdivision. The total potable water demand for currently platted residential and commercial developments is 87,784.4 acre-feet. The potable water requirements of each existing residential and commercial development are listed in Table 1. Table 1 *does not* include the expanded number of units associated with Bartley PUD Amendments 1, 2, or 3.

Table 1: Potable Water Demands

Development Name	Number of Single Family Units	Assumed Water Requirement per Lot (AF/yr/lot)	Total Annual In-House Use Requirement (AF/yr)	Water Supply Demand Approach	Total In-House Use Requirement (AF)
Residential					
Todd Creek Farms Filing 1	54	0.269	14.53	100-yr	1452.6
Todd Creek Farms Filing 2	57	0.269	15.33	100-yr	1533.3
Todd Creek Farms Filing 3	62	0.269	16.68	100-yr	1667.8
Todd Creek Farms Filing 4	139	0.269	37.39	100-yr	3739.1
Foxridge	58	0.269	15.60	100-yr	1560.2
Todd Creek Farms Filing 5	160	0.269	43.04	100-yr	4304.0
Eagle Shadow I	185	0.269	49.77	100-yr	4976.5
Wheatland Estates	71	0.269	19.10	100-yr	1909.9
Todd Creek Meadows Phase I	78	0.269	20.98	100-yr	2098.2
Silver Springs	52	0.269	13.99	100-yr	1398.8
Hawk Ridge	47	0.269	12.64	100-yr	1264.3
Eagle Shadow II	191	0.269	51.38	100-yr	5137.9
Heritage at Todd Creek	1277	0.269	343.51	100-yr	34351.3



Bartley Subdivision Amendment 3

December 28, 2016

Page 4 of 9

Todd Creek Village-Bartley	163	0.300	48.90	300-yr	14670.0
Todd Creek Village-Shook	32	0.300	9.60	300-yr	2880.0
Baseline Lakes	54	0.269	14.53	300-yr	4357.8
Jogan Estates	3	0.3	0.9	300-yr	2.7
Commercial					
HTC Club/Maint			3.65	100-yr	365.0
TCVMD office			0.03	100-yr	3.0
NH Church			0.88	100-yr	88.0
Harvest Fellowship			0.24	100-yr	24.0
Total	2680		732.7		87,784.4

District Water Supply Availability: Denver Basin Water

According to the District’s updated 2011 Report, the District has approximately 843 acre-feet per year of currently decreed nontributary Laramie-Fox Hills ground water rights. The District also has 543 acre-feet per year of not-nontributary Lower Arapahoe ground water rights that are currently not included in a plan for augmentation. Once adjudicated, the District will also have the right to withdraw and use additional Laramie-Fox Hills aquifer water in the approximate amounts of 852 acre-feet per year underlying Todd Creek Village, 155 acre-feet per year underlying Dry Creek East, 15.6 acre-feet per year underlying Todd Creek Shook, and 80.8 acre-feet per year underlying Todd Creek Bartley. **Please note that these amounts are based on the statutory 100-year aquifer life allocation approach.**

Based on this information, the District currently has a total of 84,300 acre-feet (843 acre-feet per year for 100 years) of Denver Basin water supplies; the District is committed to supplying a total of 87,784.4 acre-feet of potable water. If the Denver Basin water is withdrawn over 100 years, it equates to 843 acre-feet of water per year, which exceeds the yearly potable commitment of 732.2 acre-feet per year.

The proposed source of water for this subdivision includes bedrock aquifer ground water in the Denver Basin. The State Engineer’s Office does not have evidence regarding the length of time for which this source will be a physically and economically viable source of water. According to 37-90-137(4)(b)(I), C.R.S., “Permits issued pursuant to this subsection (4) shall allow withdrawals on the basis of an aquifer life of one hundred years.” Based on this **allocation** approach, the annual amounts of water decreed by the District in the Denver Basin are equal to one percent of the total amount, as determined by rules 8.A and 8.B of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7. Therefore, the water may be withdrawn in those annual amounts for a maximum of 100 years.

In the *Adams County Development Standards and Regulations*, Effective April 15, 2002, Section 5-04-05-06-04 states:

“Prior to platting, the developer shall demonstrate that...the water supply is dependable in quantity and quality based on a minimum useful life of three-hundred (300) years. A minimum 300-year useful life means the water supply from



both a static and dynamic basis will be viable for a minimum 300-year period. The static analysis shall include evaluation of the volume of water that is appropriate for the proposed subdivision. The dynamic analysis shall evaluate whether the appropriate water supply is sustainable for three-hundred (300) years, giving consideration to the location and extent of the aquifer, as well as impacts caused by both current and future pumping by others from the aquifer.”

The State Engineer’s Office does not have evidence regarding the length of time for which this source will be “dependable in quantity and quality.” However, the one hundred year and three hundred year water allocation approach was evaluated as described above. The State Engineer’s Office has no comment on the quality of the water supply or the required ‘dynamic analysis’ to evaluate whether the appropriate water supply is sustainable for three hundred years.

District Water Supply Availability: Surface Water

According to the District’s updated 2011 Report, the District has surface water rights ranging from 1,740 acre-feet per year to 3,440 acre-feet per year. Some of this surface water is limited to municipal or irrigation uses only, as outlined in Table 2, below. Table 2 also outlines what sources this office considers secure permanent supplies for the purposes of evaluating a subdivision water supply plan. As discussed above, this office does not consider water subject to short-term leases or water not yet adjudicated by the Water Court when evaluating the amount of permanent supplies available to supply residential developments.

Regarding the District’s use of Coors water, the following issues need to be addressed before we can provide additional comments. The Coors Farmers Highline Canal water has not been decreed for a change in location of irrigation use and the District may be outside the area historically irrigated under the ditch. In addition, the Coors effluent may have very limited yield since the decrees under which the majority of the water rights were changed (case nos. W-8036, W8256 and 89CW234) do not allow for municipal uses within the District’s boundaries or augmentation uses other than the Coors Operations contemplated in the decrees. It appears that only a portion of the water included in case no. 99CW236, specifically water previously changed in case no. 96CW1117, could be used within the District’s boundaries, subject to the terms and conditions of said decrees.

The District has obtained a decree in case no. 08CW165 since its last correspondence with this office, therefore the average historical consumptive use decreed in that case for the Old Brantner shares of 130 acre-feet has been included as a permanent supply as shown in Table 2.



Table 2: District's Surface Water Supplies

Water Source	Contract/ Shares	Contract End Date or Decree/ SWSP	Proposed Yield: Municipal (AF)	Proposed Yield: Irrigation (AF)	Firm yield, permanent supply: Municipal (AF)	Firm yield, permanent supply: Irrigation (AF)	Notes
Old Brantner	17 shares	08CW165	254.3	0	130	0	Adjudicated March 10, 2015
New Brantner	18.375 shares		0	312	0	312*	No information provided
Effluent	Coors- Aug	12/31/2016 (12/31/2026 w/ extensions)	100-250	0	0	0	Short term lease, location of use restrictions
Farmers Highline	Coors- FHL	12/31/2016 (12/31/2026 w/ extensions)	0	100-1,650	0	0	Short term lease, location of use restrictions
Reusable Effluent	Consolidated Mutual	perpetual	500	0	462.1**	0	
Excess Credits	SACWSD	3/31/2018	768	0	0	0	Short term lease
Jr. Surface Right	n/a	pending court case	40 cfs	0	0	0	Not yet adjudicated

*The New Brantner shares can continue to be used for the historical irrigation use. From the information provided it could not be determined if the land proposed to be irrigated is included under the originally decreed lands.

** The Consolidated Mutual contract water is typically released from the Metro Wastewater Facility; this water travels downstream to the District. Due to transit losses associated with the water delivery, only 462.1 acre-feet of the 500 acre-feet contracted is realized by the District. This calculation is based on the standard river transit loss rates; in a dry year the rate of transit loss could increase.

Based on the information provided by the District, and additional information available to this office, it appears that the applicant has approximately 592.1 acre-feet of potable surface water supplies that could be considered part of the permanent water supply.



District Water Supply Availability: Conclusions

The District's ability to regulate potable and irrigation water separately through their dual pipeline system allows this office to evaluate potable water supply and irrigation water supply independently. Therefore, this office's conclusions regarding the District's potable and irrigation water are being addressed separately.

When the permanent supply of the District's municipal surface rights (592.1 acre-feet per year) is combined with the District's Denver Basin water (843 acre-feet per year), the District's total permanent potable water supply becomes 1,435.1 acre-feet per year (assuming a 100-year aquifer life). This amount appears to be sufficient to meet the potable residential and commercial demands for the existing platted subdivisions, which is 732.7 acre-feet per year, and the 3.6 acre-feet per year (assumed demand of 0.9 acre-feet per year per Amendment) required for Bartley PUD Amendments 1, 2, and 3. Note that these numbers do not consider the 300 year water supply plan approach; as discussed above, adequate water is available to satisfy the 300 year water supply plan approach for those subdivision that are subject to that requirement.

The recognized permanent surface irrigation supplies are 312 acre-feet per year available from the New Brantner shares. Permanent potable water supply that is not needed for existing residential and commercial commitments may be used as a source of permanent irrigation water supply. Prior to the platting of Bartley PUD Amendments 1 and 2, the District appeared to have excess permanent potable water supply totaling 702.4 acre-feet per year (1,435.1 acre-feet of permanent potable water supply minus 732.7 acre-feet per year of existing potable residential and commercial potable demands). When excess potable water supply is considered, the District has 1014.4 acre-feet of permanent irrigation water available. **It should be noted that in this scenario, should the Districts' potable water demands increase from the platting of Bartley PUD Amendment 3, the available irrigation water would decrease.**

The 1,041.4 acre-feet of permanent irrigation supplies is less than the 1,161.8 acre-feet per year irrigation demand projected for the platted parcels. When short-term leases are also considered, the District appears to have an additional 768 acre-feet of water from the SACWSD credits that could be used for irrigation purposes, bringing total irrigation supplies to 1,782.4 acre-feet. This amount would be sufficient to meet short-term irrigation demands to the extent that the Applicant maintains the leases for such water and subject to any transit loss requirements. However, as discussed above, since the water sources included temporarily leased water, it is our opinion that the District does not have adequate permanent water supplies to meet the estimated future irrigation requirements.

State Engineer's Office Opinion

As stated above, the District's dual pipeline system allows the District to control potable and non-potable water supply separately. Based the District's ability to maintain separate potable and non-potable water supply systems, the information presented above, and pursuant to Section 30-28-136(1)(h)(I) and Section 30-28-136(1)(h)(II), C.R.S., it is our opinion that the



proposed water supply is adequate for potable residential and commercial use and can be provided without causing injury to decreed water rights so long as the District clarifies the allocated demand for this proposal. This office offers no formal opinion pursuant to the above referenced statutes regarding the non-potable water supply for golf course or lawn and garden irrigation.

Our opinion that the potable water supply is adequate is based on our determination that the amount of water required annually to serve the subdivision is currently physically available, based on current estimated aquifer conditions.

Our opinion that the potable water supply can be provided without causing injury is based on our determination that the amount of water that is legally available on an annual basis, according to the statutory allocation approach, for the proposed uses is greater than the annual amount of water required to supply existing water commitments and the demands of the proposed subdivision.

Our opinion is qualified by the following:

The Division 1 Water Court has retained jurisdiction over the final amount of water available under the decrees reference by the District, pending actual geophysical data from the aquifer.

The amounts of water in the Denver Basin aquifers, and identified in this letter, are calculated based on estimated current aquifer conditions. For planning purposes the county should be aware that the economic life of a water supply based on wells in a given Denver Basin aquifer may be less than the 100 or 300 years used for allocation due to anticipated water level declines. We recommend that the county determine whether it is appropriate to require development of renewable water resources for this subdivision to provide for a long-term water supply.

Additionally, the Con Mutual water is subject to assessment of conveyance losses occurring at the time of delivery as assessed by the water commissioner, currently 0.25% per mile during November through March and 0.50% per mile during April through October on the South Platte and 0.25% per mile on Clear Creek. Further, the Con Mutual water is dependent upon the natural stream for delivery from the point made available by Con Mutual at the Metro Wastewater Facility or other decreed source to the downstream location where Todd Creek would divert or use. Todd Creek would be responsible for any structures to be constructed or the use of existing structures that are required to bypass water past any structure that physically sweeps the river.



Should you have any questions, please contact Joanna Williams of this office.

Sincerely,



Joanna Williams, P.E.
Water Resource Engineer

JMW/kaa

Cc: Subdivision File 23974
Todd Creek Village Metro District File



COLORADO GEOLOGICAL SURVEY

1801 19th Street
Golden, Colorado 80401



Karen Berry
State Geologist

November 14, 2016

Chris La Rue
Adams County
Community & Economic Development Department
4430 S. Adams County Parkway, Suite W2000
Brighton, CO 80601

Location:
SE¼ Section 2,
T1S, R67W, 6th P.M.
39.9909, -104.8496

Subject: Bartley Subdivision – Amendment No. 3
Case Number PRC2016-00014; Adams County, CO; CGS Unique No. AD-17-0006

Dear Mr. LaRue:

Colorado Geological Survey has reviewed the Bartley Subdivision Amendment No. 3 minor subdivision final plat for three lots on one existing lot and PUD amendment to increase the density from the approved final development plan for Bartley Subdivision. CGS reviewed the original Todd Creek Village – Bartley Parcel at preliminary plat; comments were provided in a letter dated October 1, 2004. The applicant references CGS's 2004 review letter in their Written Explanation of Requests.

CGS has no objection to approval of the additional two lots. However, CGS remains concerned about the possible presence of contaminated soils associated with the to-be-removed-or-relocated tank battery on Lot 1 Block 9. When the tank battery is removed or relocated, the owner of the tank battery, Great Western Oil & Gas Company, should sample, test and remediate or remove all potentially contaminated soil, and should then provide written verification that soils on residential lots containing land within any oil/gas structure's 150 foot exclusion area are not contaminated.

Prospective residents should be advised and a plat note should be included informing buyers that the oil/gas wells and related equipment within the subdivision may be loud, may pose a visual nuisance, and will require ongoing servicing, maintenance and access via local roads. All wells, pumps, and related facilities within the residential development should be fenced and locked, with warning signs posted to protect residents from hazards associated with the machinery and possibly tainted soils.

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

Sincerely,

Jill Carlson, C.E.G.
Engineering Geologist



January 12, 2017

Chris LaRue
Adams County Planning
4430 S Adams County Parkway
Brighton, CO 80601

RE: Bartley Subdivision Amendment #3, PRC2016-00014
TCHD Case No. 4208

Dear Mr. LaRue,

Thank you for the opportunity to review and comment on Bartley Subdivision Amendment #3 located north of Paris Way and Newark Street. Tri-County Health Department (TCHD) staff previously reviewed the application for the minor subdivision final plat to create 3 lots from a single lot and an amendment to the PUD to increase density from the approved final development plan and provided comments in a letter dated November 16, 2016. The applicant has responded to our comments satisfactorily.

Please feel free to contact me at 720-200-1593 or mweakley@tchd.org if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Michael Weakley".

Michael Weakley
Water Program Supervisor

cc: Sheila Lynch, Monte Deatrich, TCHD



November 16, 2016

Chris LaRue
Adams County Planning
4430 S Adams County Parkway
Brighton, CO 80601

RE: Bartley Subdivision – Amendment No. 3, PRC2016-00014
TCHD Case No. 4132

Dear Mr. LaRue,

Thank you for the opportunity to review and comment on the minor subdivision final plat to create 3 lots from a single lot and an amendment to the PUD to increase density from the approved final development plan for Bartley Subdivision. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comment.

On-Site Wastewater Treatment System (OWTS)

TCHD has no objection to the proposed subdivision, provided that the OWTS to serve the lots are permitted, constructed and operated in conformance with our current OWTS Regulation.

Please feel free to contact me at 720-200-1593 or mweakley@tchd.org if you have any questions.

Sincerely,

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

Michael Weakley
Water Program Supervisor

cc: Sheila Lynch, Monte Deatrich, TCHD

From: [Will Edgington](#)
To: [Chris LaRue](#)
Cc: [Serge Goldberg](#)
Subject: PRC2016-00014
Date: Friday, October 28, 2016 8:07:44 AM

Dear Chris-

We have received the letter from the Adams County Planning Commission requesting comments about the minor subdivision plat to create 3 lots at 16170 Newark Street. We support the creation of 3 lots from a single lot. With the elimination of oil and gas activities at this site, this is a logical and prudent use of this former gas and oil site. Furthermore, it is compatible with the surrounding neighborhood and will allow for a cohesive streetscape instead of a hole in the middle of the block.

Sincerely,

Will Edgington
Managing Member

Office: 303.955.2493

Cell: 303.868.9694

Fax: 720.379.4214

Will@liveRichfield.com

www.LiveRichfield.com



From: [Jd](#)
To: [Chris LaRue](#)
Subject: Re: PRC2016-00014 Bartley amendment
Date: Thursday, April 13, 2017 4:59:00 PM

Hi Chris,

Thanks for talking with me on the phone.

I am writing to express my concern concerning splitting the lots directly to my north property line into 3 lots at 16170 Newark st. I purchased my home with the intent to have open space and not see overcrowding. I was aware the current gas lot could potentially be divided into 2 lots per my builder. I am also aware the gas and water easement that runs east-west is almost all owned by the Riverside Owners association.

My problem with splitting these lots is the newly created lots would now own and have issues with that easement running through their property and goes against precedence of the owners association owning that easement.

We were also told a potential path could be built on that easement and the creation of these lots does not allow us access to where that path would have been.

I as well bought my land with the expectation of the view I had to the east and now this would change that.

I am asking the proposal be stopped and the lots be left as is in 2 lots.

Thank you for your time,

Justin Dean
303-921-6045

Sent from my iPad

On Apr 13, 2017, at 6:17 PM, Chris LaRue <CLaRue@adcogov.org> wrote:

Justin:

Here is the 2nd attempt.

Thanks,
Chris

<!--[if !vml]--><!--[endif]-->**Christopher C. LaRue**
Senior Planner, *Community & Economic Development Department*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, W2000A
Brighton, CO 80601
o: 720.523.6858 | clarue@adcogov.org
www.adcogov.org

From: Chris LaRue
Sent: Thursday, April 13, 2017 1:21 PM
To: 'jbflyboy2@aol.com'
Subject: PRC2016-00014 Bartley amendment

Justin:

I left you a voicemail and wanted to follow up with your e-mail. Attached is a plat of the proposed lot split and the staff report packet.

Thank you,

<!--[if !vml]--><image004.jpg><!--[endif]-->**Christopher C. LaRue**
Senior Planner, *Community & Economic Development Department*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, W2000A
Brighton, CO 80601
o: 720.523.6858 | clarue@adcogov.org
www.adcogov.org

<OsbrnSH7BrtlyMnrSubAmnd3 Sheet2 Signed 03-03-17.pdf>

<PRC2016-00014 Bartley Subdivision # 3 PC Packet - smaller size.pdf>

CERTIFICATE OF POSTING



I, Christopher C. La Rue do hereby certify that I had the property posted at

16170 Newark Street

on March 30, 2017

in accordance with the requirements of the Adams County Zoning Regulations

Christopher C. La Rue

Christopher C. La Rue

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Name:	Bartley Subdivision - Amendment No. 3
Case Number:	PRC2016-00014
Planning Commission Hearing Date:	04/13/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date:	05/02/2017 at 9:30 a.m.

March 17, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

1) Minor subdivision final plat to create 3 lots; & 2) PUD Amendment to increase the density from the approved final development plan for Bartley Subdivision.

This request is located at: 16170 NEWARK ST

The Assessor's Parcel Number(s): 0157102405001 & 0157102405012

Applicant Information: O AND G LAND HOLDINGS LLC
7501 VILLAGE SQUARE DR, STE 205
CASTLE PINES, CO 801083700

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

BOARD OF COUNTY COMMISSIONERS

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Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Request for Comments

Case Name: Bartley Subdivision - Amendment No. 3
Project Number: PRC2016-00014

October 19, 2016

Adams County Planning Commission is requesting comments on the following requests: **1.) Minor subdivision final plat to create 3 lots from a single lot. 2.) PUD Amendment to increase density from the approved final development plan for Bartley Subdivision.**

This request is located at 16170 NEWARK ST. The Assessor's Parcel Numbers are 0157102405001 and 0157102405012.

Applicant Information: O AND G LAND HOLDINGS LLC
7501 VILLAGE SQUARE DR
STE 205
CASTLE PINES, CO 801083700

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or (720) 523-6800 by 11/14/2016 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to CLaRue@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Chris LaRue
Case Manager

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DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Jan Pawlowski
DISTRICT 5

Christopher C. LaRue

Christopher C. LaRue
Senior Planner

From: [Megan Ulibarri](#)
To: "Bobi"
Cc: [Chris LaRue](#); [Shayla Christenson](#)
Subject: Newspaper Publication
Date: Monday, March 20, 2017 9:39:32 AM
Attachments: [PRC2016-00014 Bartley Subdivision legal.rtf](#)

Good Morning Bobi,

Please see the attached publication request for the following case(s):

- PRC2016-00014 Bartley Subdivision

May I get this case published in the Wednesday March 29th, 2017 issue of the Brighton Blade. Please let me know if there are any issues with deadlines.

Thank you,

Megan Ulibarri

Community and Economic Development

4430 South Adams County Parkway, Suite W2000B

Brighton, CO 80601-8212

720.523.6848 | mulibarri@adcogov.org

PUBLICATION REQUEST

Bartley Subdivision - Amendment No. 3

Case Number: PRC2016-00014
Planning Commission Hearing Date: 04/13/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date: 05/02/2017 at 9:30 a.m.

Request: 1) Minor subdivision final plat to create 3 lots; & 2) PUD
Amendment to increase density from the approved final development plan for Bartley
Subdivision.

Location: 16170 NEWARK ST
Parcel Number: 0157102405001 & 0157102405012
Case Manager: Chris LaRue
Case Technician: Shayla Christenson
Applicant: O AND G LAND HOLDINGS LLC
7501 VILLAGE SQUARE DR
STE 205
CASTLE PINES, CO 801083700
Owner: O AND G LAND HOLDINGS LLC
7501 VILLAGE SQUARE DR STE 205
CASTLE PINES, CO 801083700

Legal Description: SUB: BARTLEY SUBDIVISION BLK: 9 LOT: 1
SUB: BARTLEY SUBDIVISION DESC: OUTLOT I

BILL MOST CONSTRUCTION INC
PO BOX 789
BROOMFIELD CO 80038-0789

MC CRORY LAND AND CATTLE LLC
16155 HIGHWAY 7
BRIGHTON CO 80602-7648

BILL MOST CONSTRUCTION INC
14724 MARIPOSA CT
BROOMFIELD CO 80023-8730

MONTOYA ROBERT JAMES II AND
MONTOYA CHRISTY
11633 E 163RD CT
BRIGHTON CO 80602

BLAKEY ADAM AND
BLAKEY ANNE
16060 NEWARK LN
BRIGHTON CO 80602-8295

MONTOYA-BABIRAD MARISA LYNN AND
BABIRAD MICHAEL JARED
16139 NEWARK ST
BRIGHTON CO 80602-8302

CITY OF AURORA
15151 E ALAMEDA PARKWAY 5TH FLOOR
AURORA CO 80012

MORGAN TERRA J AND
MORGAN LAURA L
11680 E 163RD CT
BRIGHTON CO 80602

ELG INVESTORS LLC
10450 E 159TH CT
BRIGHTON CO 80602-7977

MORITZ PAUL
11500 E 162ND DR
BRIGHTON CO 80602-7684

GHARIBYAR HADAYA T AND
GHARIBYAR NORIA
11520 E 162ND DR
BRIGHTON CO 80602-7684

O AND G LAND HOLDINGS LLC
7501 VILLAGE SQUARE DR STE 205
CASTLE PINES CO 80108-3700

GLIDEWELL BRADLEY G AND
GLIDEWELL CRISTINA
11981 E 160TH AVENUE
BRIGHTON CO 80602

PICKERING KELLY AND
PICKERING PAMELA
11550 E 163RD CT
BRIGHTON CO 80602

GONZALES CHARLES AND
GONZALES LISA
16021 OAKLAND CT
BRIGHTON CO 80602-8296

RICHFIELD HOMES LLC
6610 GUNPARK DR STE 101
BOULDER CO 80301-3579

KNIGHT RYON E AND
KNIGHT KARROL L
11510 E 161ST AVE
BRIGHTON CO 80602-7653

RICHFIELD HOMES LLC
428 KIMBARK ST
LONGMONT CO 80501-5526

LAMPSHIRE RICHARD WILLIAM AND
LAMPSHIRE HILLARY NAGEL
11663 E 163RD CT
BRIGHTON CO 80602

RIVERSIDE VILLAGE OWNERS ASSOCIATION
7501 VILLAGE SQUARE DR STE 205
CASTLE PINES CO 80108-3700

SANCHEZ CELESTE MAE AND
SANCHEZ ANDREW ROMAN
12101 E 160TH AVE
BRIGHTON CO 80602

TODD CREEK VILLAGE PARK
AND RECREATION DISTRICT
2100 S LINCOLN ST STE 2000
DENVER CO 80210-4409

VIRGIL RICHARD DANIEL
11505 E 162ND DR
BRIGHTON CO 80602-7684

WAGNER KEVIN AND
WAGNER KRISTIN
11640 E 163RD CT
BRIGHTON CO 80602

WILLERT TUCKER T AND
TELLINGER ANNA A
11490 E 162ND DR
BRIGHTON CO 80602-7658



Referral Listing
Case Number PRC2016-00014
Bartley Subdivision - Amendment No. 3

Agency	Contact Information
Adams County	Planning Addressing PLN 720.523.6800
Adams County Construction Inspection	PWCI . PWCI 720-523-6878
Adams County Development Services - Building	Justin Blair JBlair@adcogov.org 720.523.6825 JBlair@adcogov.org
Adams County Treasurer: Send email	Adams County Treasurer bgrimm@adcogov.org 720.523.6376
BRIGHTON FIRE DISTRICT	WHITNEY MEANS 500 South 4th Avenue 3rd Floor BRIGHTON CO 80601 (303) 659-4101 wmeans@brightonfire.org
BRIGHTON SCHOOL DISTRICT 27J	Kerrie Monti 18551 E. 160TH AVE. BRIGHTON CO 80601 303-655-2984 kmonti@sd27j.org
Century Link, Inc	Brandyn Wiedrich 5325 Zuni St, Rm 728 Denver CO 80221 720-508-3724 brandyn.wiedrich@centurylink.com 720-245-0029
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLO DIV OF MINING RECLAMATION AND SAFETY	ANTHONY J. WALDRON - SENIOR ENV DEPT. OF NATURAL RESOURCES 1313 SHERMAN ST, #215 DENVER CO 80203 303-866-4926 tony.waldron@state.co.us

Agency

Contact Information

COLO DIV OF WATER RESOURCES

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DENVER CO 80203
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COLO DIV OF WATER RESOURCES

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DENVER CO 80203
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joanna.williams@state.co.us

COLORADO DEPT OF TRANSPORTATION

Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222
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steven.loeffler@state.co.us

COLORADO DIVISION OF WILDLIFE

Eliza Hunholz
Northeast Regional Engineer
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DENVER CO 80216-1000
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eliza.hunholz@state.co.us

COLORADO DIVISION OF WILDLIFE

JOSEPH PADIA
6060 BROADWAY
DENVER CO 80216
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COLORADO GEOLOGICAL SURVEY

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CGS_LUR@mines.edu

Colorado Geological Survey: CGS_LUR@mines.edu

Jill Carlson
Mail CHECK to Jill Carlson
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CGS_LUR@mines.edu

COMCAST

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8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260
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thomas_lowe@cable.comcast.com

COUNTY ATTORNEY- Email

Christine Francescani
CFrancescani@adcogov.org
6884

EAGLE SHADOW METROPOLITAN DIST. #1

JIM WORTHY
P.O. BOX 490
BRIGHTON CO 80601
303-637-0344

Agency

Contact Information

Engineering Department - ROW

Transportation Department
PWE - ROW
303.453.8787

Engineering Division

Transportation Department
PWE
6875

NS - Code Compliance

Augusta Allen
720.523.6206

Parks and Open Space Department

Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org
(303) 637-8000
nmosley@adcogov.org

REGIONAL TRANSPORTATION DIST.

CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202
303-299-2439
chris.quinn@rtd-denver.com

SHERIFF'S OFFICE: SO-HQ

MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org
snielson@adcogov.org
(303) 654-1850
aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org

Sheriff's Office: SO-SUB

SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org
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smiller@adcogov.org

Todd Creek Village Metropolitan District

Roger Hollard
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BRIGHTON CO 80602
303-637-0344
roger@equinoxland.com

TRI-COUNTY HEALTH DEPARTMENT

MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022
(303) 288-6816
mdeatrich@tchd.org

TRI-COUNTY HEALTH DEPARTMENT

Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111
720-200-1571
landuse@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org
.

Agency

Contact Information

United Power, Inc	Steve Barwick PO Box 929 500 Cooperative Way Brighton CO 80603 303-637-1234 sbarwick@UnitedPower.com	307-351-3787
United Power, Inc	Monica Hansen PO Box 929 500 Cooperative Way Brighton CO 80601 303-637-1336 mhansen@unitedpower.com	
United Power, Inc	Marisa Dale PO Box 929 500 Cooperative Way Brighton CO 80601 303-637-1387 mdale@UnitedPower.com	720-334-5282
United Power, Inc	Steve Barwick PO Box 929 500 Cooperative Way Brighton CO 80601 303-637-1234 sbarwick@unitedpower.com	720-388-0952
UNITED STATES POST OFFICE	MARY C. DOBYNS 56691 E COLFAX AVENUE STRASBURG CO 80136-8115 303-622-9867 mary.c.dobyns@usps.gov	
US EPA	Stan Christensen 1595 Wynkoop Street DENVER CO 80202 1-800-227-8917 christensen.stanley@epa.gov	
WEST ADAMS SOIL CONSERVATION DISTRICT	Cindy Einspahr 57 W BROMLEY LN BRIGHTON CO 80601 (303) 659-7004 #3 cindy.einspahr@co.usda.gov	
WEST ADAMS SOIL CONSERVATION DISTRICT: westadamscd@gmail.com	Referral Email Mail CHECK to Ken Koebel (303) 659-7004 #3 westadamscd@gmail.com	
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com	

Bartley Sub PUD Amend # 3

PRC2016-00014

May 2, 2017

Board of County Commissioners

Department of Community and Economic Development
Case Manager: Chris LaRue



Request

- 1) Minor subdivision to create 3 lots on 3.7 acres;
- 2) Amendment to the Todd Creek-Bartley PUD to create 3 lots.

Background

- Bartley PUD/Subdivision
- Final Plat/FDP approved in 2007 – 172 lots
- Create 3 lots from 2



LEGEND

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

Site

Bartley Subdivision , Amendment # 3

PRC2016-00014



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LEGEND

- ★ Special Zoning Conditions
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 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(F)
 - ⬜ Airport Noise Overlay

Bartley Subdivision , Amendment # 3

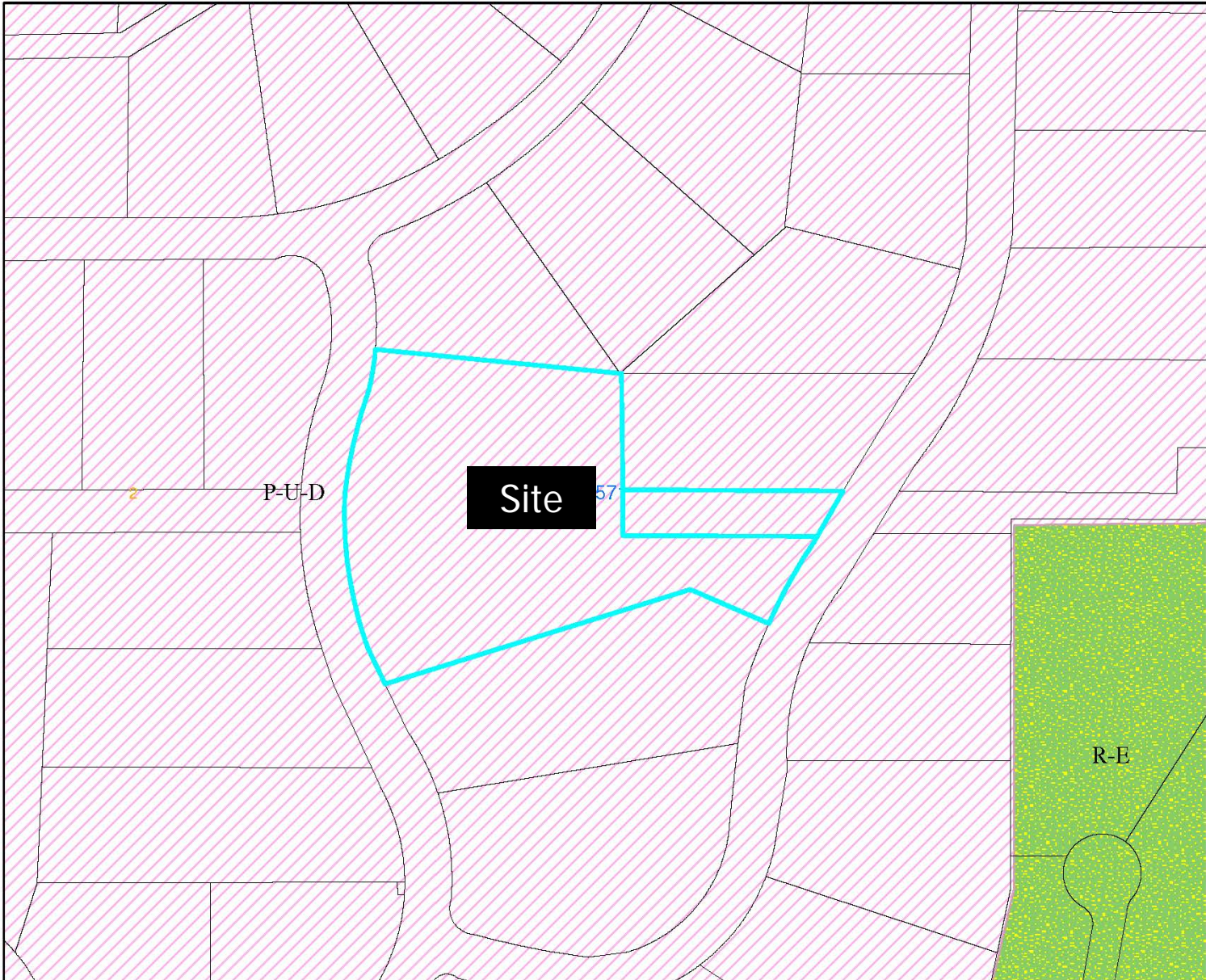
PRC2016-00014



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LEGEND

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- P-U-D(P)
- ▣ Airport Noise Overlay

Bartley Subdivision, Amendment #3

PRC2016-00014



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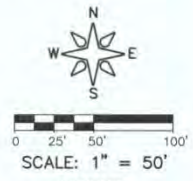
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BARTLEY SUBDIVISION - AMENDMENT NO. 3

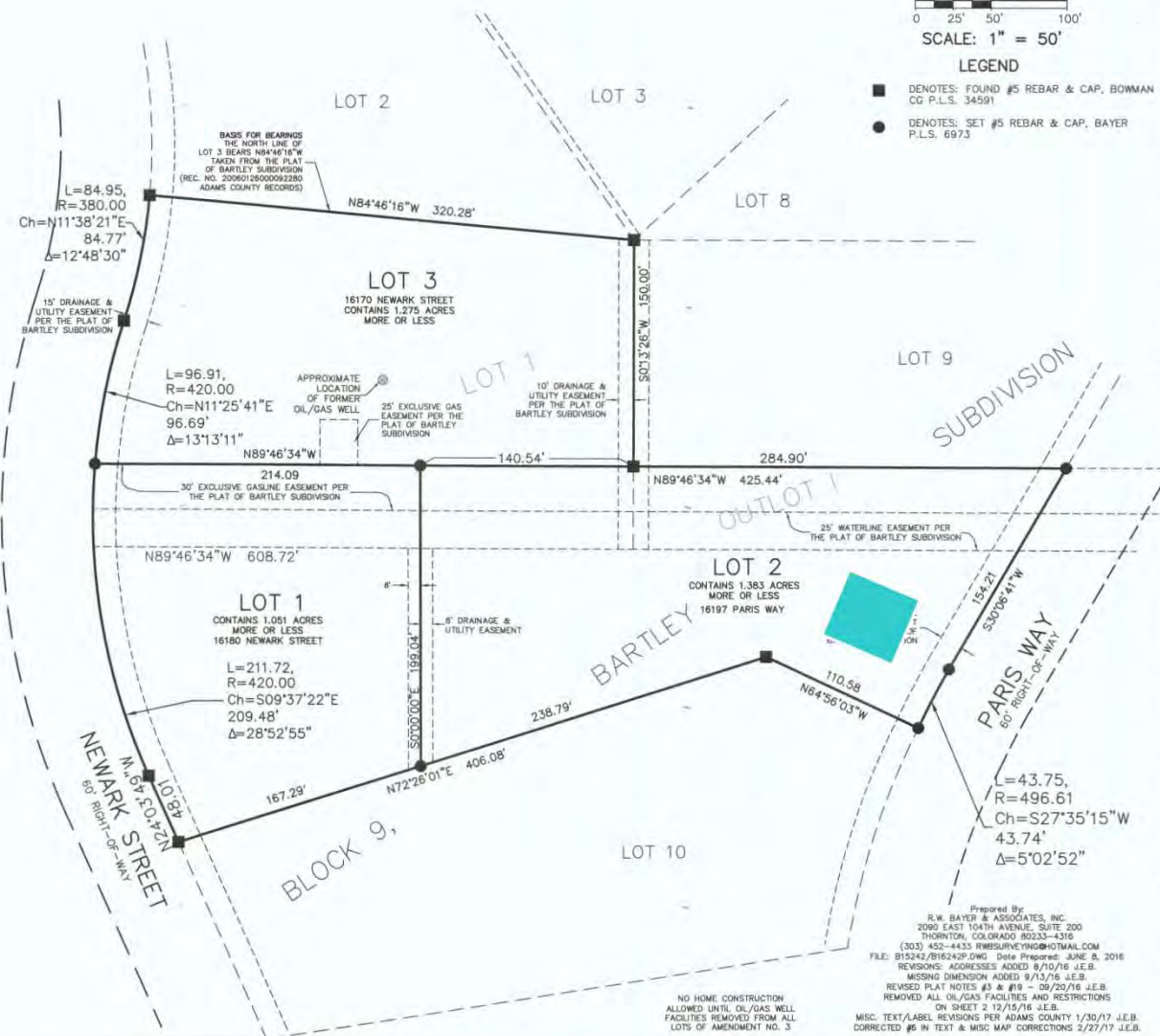
A RESUBDIVISION OF LOT 1 AND OUTLOT I, BLOCK 9, BARTLEY SUBDIVISION, BEING A PART OF THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2

PLAT NOTES: BARTLEY SUBDIVISION - AMENDMENT NO. 3
THE ORIGINAL BARTLEY SUBDIVISION CASE # PL2000-0048 ARE REPEATED BELOW WITH ANY MODIFICATION/CHANGE NOTED BELOW EACH NOTE.

- BY GRAPHIC PLOTTING ONLY, THIS SITE LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 0800100056, WITH AN EFFECTIVE DATE OF AUGUST 18, 1995. MODIFICATION/CHANGE - NEW COMMUNITY PANEL NUMBER IS 0800100058 WITH AN EFFECTIVE DATE OF MARCH 5, 2007.
- ALL EASEMENTS SHOWN ARE UTILITY AND DRAINAGE EASEMENTS UNLESS OTHERWISE NOTED. ALL EASEMENTS ALONG ROADS ARE ALSO SLOPE EASEMENTS. THE AREAS SHOWN HEREON AS EXCLUSIVE DRAINAGE EASEMENTS SHALL PROHIBIT ANY STRUCTURES, OBSTRUCTIONS OR MODIFICATIONS OF THE DRAINAGE GRADING TO OCCUR WITHIN THESE AREAS. MODIFICATION/CHANGE - NOT APPLICABLE TO LOTS 1, 2, & 3 BARTLEY SUBDIVISION - AMENDMENT NO. 3.
- ALL LOTS MARKED WITH AN ASTERISK (*) WITH OIL OR GAS WELLS/TANK BATTERIES SHALL NOT BE SOLD UNTIL WELLS/TANK BATTERIES ARE PLUGGED/REMOVED.
- ENLARGED ON-SITE WASTEWATER SYSTEM (OWS) MAY BE REQUIRED ON CERTAIN LOTS. ENGINEERED OWS ARE LARGER AND MORE COSTLY THAN CONVENTIONAL SYSTEMS. LOT SPECIFIC SOILS AND PERCOLATION TESTS SHALL BE USED TO DETERMINE THE TYPE AND SIZE OF OWS. BASED ON AN EVALUATION OF THE SOILS, TRIP-COUNTY HEALTH DEPARTMENT MAY RECOMMEND AN ENGINEERED OR LARGER OWS THAN THE MINIMUM REQUIRED BASED SOLELY UPON THE PERCOLATION TEST RESULTS.
- SUITABLE AREA NEEDS TO BE DESIGNATED ON EACH LOT SITE PLAN FOR BOTH PRIMARY AND REFUGIARY WASTEWATER ABSORPTION AREAS. REPLACEMENT OF THE PRIMARY ABSORPTION AREA MAY BE REQUIRED, IF FAILURE OF THE PRIMARY AREA OCCURS. THESE AREAS NEED TO MEET ALL TRIP-COUNTY HEALTH DEPARTMENT REQUIREMENTS AND ARE TO REMAIN FREE OF ANY IMPROVEMENTS, E.G. IRRIGATED LANDSCAPE, PAVING, OUT-BUILDINGS, ETC.
- THE TODD CREEK METRO DISTRICT HAS IMPLEMENTED MAINTENANCE AND INSPECTION PROGRAM FOR ON-SITE WASTEWATER SYSTEMS (OWS) WITHIN THE DISTRICT SHALL BE CONTACTED FOR SPECIFIC REQUIREMENTS OF THE PROGRAM.
- NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOT IN ANY PHASE OF CONSTRUCTION, UNTIL ALL PUBLIC IMPROVEMENTS, IN ANY PHASE, AS REQUIRED BY THE APPROVED CONSTRUCTION PLANS, HAVE BEEN COMPLETED AND ARE UNDER PRELIMINARY ACCEPTANCE BY THE ADAMS COUNTY DEPARTMENT OF PUBLIC WORKS.
- MODIFICATION/CHANGE - NOT APPLICABLE TO LOTS 1 & 3 BARTLEY SUBDIVISION - AMENDMENT NO. 3 AS NEWARK STREET HAS BEEN PRELIMINARILY ACCEPTED BY ADAMS COUNTY, AND A SUBDIVISION IMPROVEMENT AGREEMENT (SIA) WITH BONDING HAS BEEN SUBMITTED AND APPROVED BY ADAMS COUNTY FOR CONSTRUCTION OF THAT PORTION OF PARKWAY STREET ADJACENT TO THE BARTLEY SUBDIVISION - AMENDMENT NO. 3.
- FOOT-FEET (FT) WIDE UTILITY EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ADJACENT TO THE FRONT AND REAR LOT LINES OF EACH LOT WITHIN THE SUBDIVISION PLATTED AREA. THESE EASEMENTS ARE DESIGNATED FOR GAS, INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEPHONE, CABLE, AND TELECOMMUNICATION FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ADJACENT PRIVATE STREET WITHIN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.
- MODIFICATION/CHANGE - INSTEAD OF EIGHT-FOOT (8') WIDE UTILITY EASEMENTS IN ALL CASES, FIFTEEN-FOOT (15') UTILITY AND DRAINAGE EASEMENTS ARE PROVIDED ON THE FRONT LOT LINES AND EIGHT-TO-TEN-FOOT DRAINAGE & UTILITY EASEMENTS ON REAR LOT LINES OF LOTS 1, 2, & 3 BARTLEY SUBDIVISION - AMENDMENT NO. 3.
- THE DEVELOPER SHALL PROVIDE A BUILDING ENVELOPE FREE OF ALL UNDERGROUND PIPELINES AND WILL BE RESPONSIBLE FOR REMOVING, RELOCATING, AND/OR REDIRECTING ANY UNDESIRABLE PIPELINES WITHIN THE BUILDING ENVELOPES.
- ADAMS COUNTY IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF ANY COVENANTS, CONDITIONS, OR RESTRICTIONS THAT MAY BE FILED AGAINST THIS SUBDIVISION PLAT.
- THE DEVELOPER SHALL RELOCATE AND ALL OIL OR GAS LINES THAT PREVENT AN ADEQUATE OWS FROM BEING INSTALLED ON ANY LOT.
- NO DIRECT ACCESS TO ADJACENT LOT SHALL BE PERMITTED FROM HAVANA STREET.
- LOT FENCING IS TO BE PLACED ON THE PERIMETER OF THE GAS LINE EASEMENTS AND THE EXISTING WATER LINE EASEMENT. NO FENCING, LANDSCAPING OR PERMANENT STRUCTURES ARE TO BE PLACED WITHIN THE LIMITS OF THE GAS LINE EASEMENTS AND WATER LINE EASEMENTS, SHOWN HEREON.
- THERE ARE EXISTING UNDERGROUND GAS AND/OR OIL LINES WITHIN UNDOCUMENTED EASEMENTS WITHIN THIS DEVELOPMENT. THIS IS A GENERAL NOTE INFORMING THAT SUCH LINES OR EASEMENTS MAY EXIST ON ANY LOT AND CANNOT BE ACCURATELY LOCATED ON ANY PLATS THAT THE SURVEYOR OR ENGINEER ARE NOT LIABLE FOR RESPONSIBILITY FOR ANY BUILDING RESTRICTIONS OR LIMITATIONS CAUSED BY THESE LINES OR EASEMENTS. RESPONSIBILITY IS WITH THE OWNER/DEVELOPER TO LOCATE ANY SUCH LINES SO AS TO PROVIDE AN ACCEPTABLE BUILDING ENVELOPE.
- THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY TO THE SYSTEM. THE PROPERTY OWNERS (METRO DISTRICT) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT SHOULD THE OWNERS FAIL TO ADEQUATELY MAINTAIN SAID MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS.
- THE PROPERTY IS ALSO SUBJECT TO THE FOLLOWING ITEMS FROM NORTH AMERICAN TITLE COMPANY OF COLORADO COMMITMENT NUMBER BOO 192318 SCHEDULE B-1 EXCEPTS:
A. MULTIPLE REFERENCES TO WATER AND MINERAL RIGHTS.
B. CONSENT TO 60' WIDE EASEMENT OR RECORD IN BOOK 1095 AT PAGE 285.
C. 50' WIDE EASEMENT OF RECORD IN BOOK 2978 AT PAGE 319.
D. RIGHT-OF-WAY EASEMENTS AND LICENSES OF RECORD IN BOOK 3083 AT PAGE 284.
E. NOTICE OF GENERAL DESCRIPTION OF SERVICE AREA OF RECORD IN BOOK 3162 AT PAGE 981.
F. RIGHT-OF-WAY AGREEMENT OF RECORD AT RECEPTION NO. C099971.
- OIL AND GAS OPERATIONS: EACH BUYER OF A LOT IN THIS SUBDIVISION ACKNOWLEDGES AND AGREES THAT (1) THERE ARE CONTINUING OIL AND GAS OPERATIONS IN AND AROUND THE EXISTING WELLS AND/OR PRODUCTION SITES (2) THERE MAY BE FUTURE WELLS AND PRODUCTION SITES (3) UNLAWFUL ASSOCIATED OIL AGREEMENTS ENTERED INTO BY EDNA CA CORP. REMOVE AND KP KAUFMAN INC.
- INDIVIDUAL SEWAGE DISPOSAL SYSTEMS (ISDS) MAINTENANCE OF THE ISDS WILL BE UNDERTAKEN BY THE TODD CREEK METROPOLITAN DISTRICT (TCMD). NO SEPTIC TANK SHALL BE CONSTRUCTED FURTHER THAN 150' FROM THE GARAGE DRIVEWAY. SEPTIC TANK PUMPING TRUCKS WILL ACCESS THOSE DRIVEWAYS FOR MAINTENANCE PURPOSES. DRIVEWAYS WILL BE CONSTRUCTED ACCORDINGLY. ALL ISDS WILL BE APPROVED BY TCMD PRIOR TO CONSTRUCTION.
- WATER QUALITY MONITORING WELLS ARE TO BE PLACED ON OUTLOT F AND OUTLOT H AND ARE TO BE MONITORED BY THE TODD CREEK METROPOLITAN DISTRICT.
- THIS PLAN HAS BEEN APPROVED BY ADAMS COUNTY AND CREATES A VESTED PROPERTY RIGHT PURSUANT TO CRS 90A-68-101, ET. SEQ., AS AMENDED, AND THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS.
- NO STRUCTURES INCLUDING RESIDENCES AND ACCESSORY STRUCTURES MAY BE CONSTRUCTED WITHIN THE DESIGNATED 150 FOOT BUFFER AROUND EACH EXISTING OIL OR GAS WELL. THIS PROVISION DOES NOT APPLY TO FENCES.



- LEGEND**
- DENOTES: FOUND #5 REBAR & CAP, BOWMAN CG P.L.S. 34591
 - DENOTES: SET #5 REBAR & CAP, BAYER P.L.S. 6973



BASIS FOR BEARINGS
THE NORTH LINE OF
LOT 3 BEARS N44°14'16"W
TAKEN FROM THE PLAT OF
BARTLEY SUBDIVISION
(REC. NO. 200501280009280
ADAMS COUNTY RECORDS)

APPROXIMATE
LOCATION
OF FORMER
OIL/GAS WELL
25' EXCLUSIVE GAS
EASEMENT PER THE PLAT OF
BARTLEY SUBDIVISION

NO HOME CONSTRUCTION
ALLOWED UNTIL OIL/GAS WELL
FACILITIES REMOVED FROM ALL
LOTS OF AMENDMENT NO. 3

Prepared by:
R.W. BAYER & ASSOCIATES, INC.
2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80220-4318
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM
FILE: B152427B16242P.DWG Date Prepared: JUNE 8, 2016
REVISIONS: ADDRESSES ADDED 9/10/16 J.E.B.
MISSING DIMENSION ADDED 9/13/16 J.E.B.
REVISED PLAT NOTES #3 & #9 - 09/20/16 J.E.B.
REMOVED OIL/GAS FACILITIES RESTRICTIONS
ON SHEET 2 12/15/16 J.E.B.
MISC. TEXT/LABEL REVISIONS PER ADAMS COUNTY 1/30/17 J.E.B.
CORRECTED #6 IN TEXT & MISC MAP CORRECTIONS 2/27/17 J.E.B.

Development Standards

- Site zoned PUD
 - 1 ac lots
 - 150 feet frontage width
 - Minimum 1,800 sq ft homes
 - 12.5 % lot coverage
- Each lot conforms to the PUD
- Water & Sanitation:
 - Approved by CO Division of Water Resources & Tri-County Health

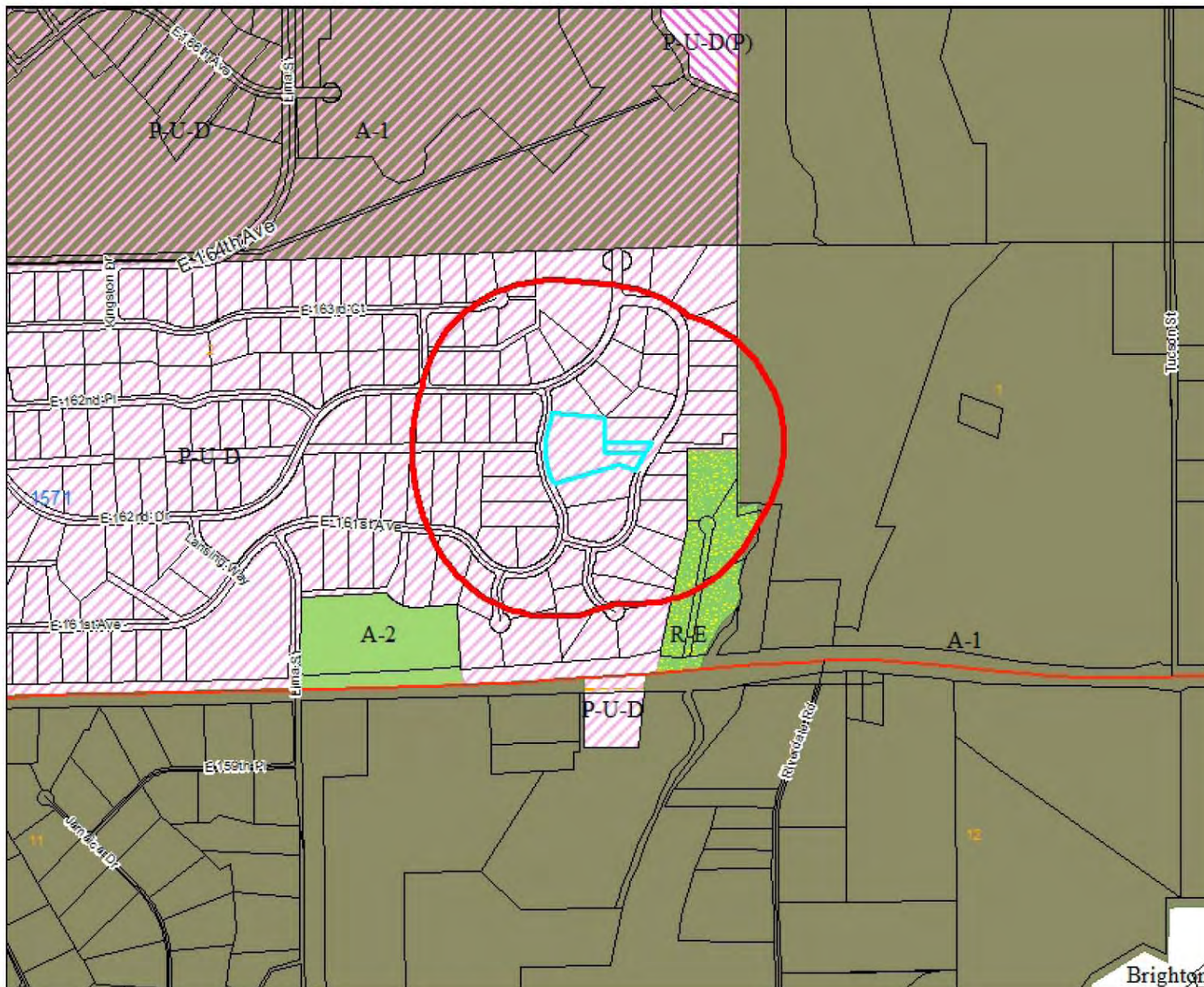
Criteria for Minor Sub/PUD Amendment

- 14 total criteria
- Conforms to subdivision design
- Sufficient Water & Sewer
- Adequate drainage improvements
- SIA / cash-in-lieu
- Comprehensive Plan consistency
- Compatible with area

Referral Comments

- No County concerns.
- No concerns from referral agencies.
- Property Owners (900 ft)
 - 1 in support
 - 1 with concerns

Notifications Sent	Comments Received
25	2



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
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- A-1
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- A-3
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- R-1-A
- R-1-C
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- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
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- DIA
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- P-U-D(P)
- Airport Noise Overlay

Bartley Subdivision , Amendment # 3

PRC2016-00014



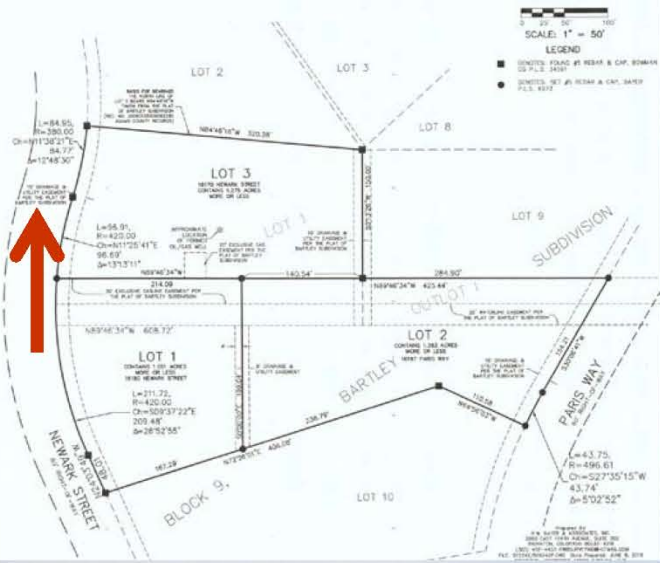
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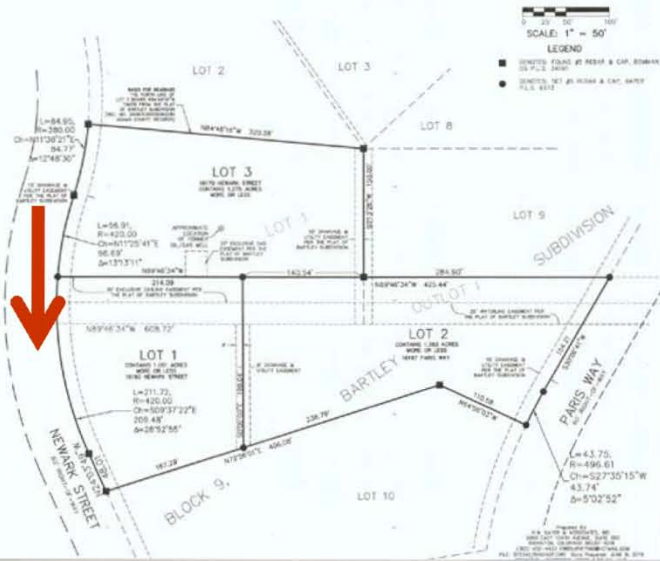
Planning Commission Update

- PC heard this case on 4/13/17
 - Unanimous approval
 - No testimony from public



North on Newark St





South on Newark St





Site facing east





Site facing east



Recommendation

- The request is consistent with:
 - Surrounding area
 - Comprehensive Plan
 - Development Standards & Regulations
- PC & Staff recommends **Approval** based on 14 Findings-of-Fact & 1 Condition.

Condition

1. Building permits shall not be issued until a well abandonment report and surveyed drawings are submitted to Adam County demonstrating all oil and gas facilities have been removed.

Findings of Fact

1. The final plat is in conformance with the subdivision design standards.
2. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
3. The applicant has provided evidence that provision has been made for a public sewage disposal system and if other methods of sewage disposal are proposed, adequate evidence that the system complies with state and local laws and regulations.

Findings of Fact

4. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
5. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
6. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

Findings of Fact

7. The final plat is consistent with the Adams County Comprehensive Plan and any available area plan.
8. The final plat is consistent with the purposes of these standards and regulations.
9. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
10. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
11. The PUD amendment is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.

Findings of Fact

12. The PUD amendment conforms to the P.U.D. standards.
13. The PUD amendment is consistent with any approved FDP for the property.
14. The PUD amendment construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community and Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: RCU2017-00003

CASE NAME: ORTHODOX CHURCH SOLAR FACILITY

TABLE OF CONTENTS

Exhibit 1 – Staff Report

- 1.1 Board of County Commissioners (BOCC) Report
- 1.2 BOCC Alternative Findings for Denial
- 1.3 Planning Commission Report

Exhibit 2- Maps

- 2.1 Zoning Map
- 2.2 Aerial Map
- 2.3 Notice area Map
- 2.4 Future Land Use Map

Exhibit 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan
- 3.3 Owner authorization letter

Exhibit 4- Referral Comments

- 4.1 Development Review Team Comments (Planning, Engineering, Right-of-Way, Building Safety, and Parks).
- 4.2 Sheriff's Office
- 4.3 Bennett Fire
- 4.4 City of Aurora
- 4.5 DIA
- 4.6 FAA
- 4.7 Xcel Energy

Exhibit 5- Citizen Comments

None

Exhibit 6- Associated Case Materials

- 6.1 Certificate of Posting
- 6.2 Public Hearing Notice
- 6.3 Request for Comments
- 6.4 Publishing information

6.5 Property Owner Labels

6.6 Referral Labels

6.7 Case Resolution for Case # RCU2015-00042



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

STAFF REPORT (Exhibit 1)

Board of County Commissioners

May 2, 2017

CASE No.: RCU2017-00003 CASE NAME: Orthodox Church Solar Facility

Owner's Name:	St. John the Baptist Serbian Orthodox Church
Applicant's Name:	Clean Energy Collective (Jonathan Fitzpatrick)
Applicant's Address:	361 Centennial Parkway, 3 rd Floor, Louisville, CO 80027
Location of Request:	33850 East 38 th Avenue
Nature of Request:	An amendment to a conditional use permit for a solar garden facility to allow an extension of the expiration date by nine months.
Zone District:	Agriculture-3 (A-3)
Comprehensive Plan:	Estate Residential
Site Size:	40 acres (overall site) / 15 acres (lease area for the solar garden)
Proposed Uses:	Solar Garden
Existing Use:	Agricultural (vacant)
Hearing Date(s):	PC: April 13, 2017 / 6:00 p.m.
	BOCC: May 2, 2017 /9:30 a.m.
Report Date:	April 14, 2017
Case Manager:	Christopher C. LaRue <i>ccj</i>
Staff Recommendation:	APPROVAL with 8 Findings-of-Fact and 3 Conditions
PC Recommendation:	APPROVAL with 8 Findings-of-Fact and 3 Conditions

SUMMARY OF PREVIOUS APPLICATIONS

On March 15, 2016, the Board of County Commissioners approved a conditional use permit for a solar garden on the property (Case # RCU2015-00042).

On March 2, 2017, the Department of Community and Economic Development issued a building permit for development of the solar garden on the property.

SUMMARY OF APPLICATION

Background

Clean Energy Collective is requesting an amendment to their conditional use permit (CUP) approved on March 15, 2016, to allow a solar garden on the subject property. Specifically, the request is to extend the expiration date of the conditional use permit from March 15, 2037, to December 15, 2037. There are no other changes requested to the approved conditional use permit.

The subject solar garden project is in cooperation with Xcel Energy, which is mandated by Colorado Law (Amendment 37 and SB 252) to provide 30% renewable energy as part of its electric generation by the year 2020. According to the applicant, the project will operate as part of Xcel's Solar Rewards Community program. This program allows utility customers to purchase or lease interests in solar facilities. People who purchase interest in the solar facility are then allowed to offset their home or business electricity consumption with their share of the solar system credit.

According to the applicant, the request to extend expiration of the conditional use permit is a result of delay in construction due to a dispute with the Colorado Public Utilities Commission (PUC). The dispute pertained to a request by Xcel Energy and other solar energy developers to the PUC to change the system of allocating solar production credits to participants of the community rewards program. In March of 2016, the PUC rejected the request to change the community solar rewards program. Xcel Energy then filed an appeal to the PUC in June 2016. In August of 2016, the PUC approved the appeal, thus ending the dispute. The dispute delayed construction of the solar garden and has prompted the applicant to request an extension to the expiration of the conditional use permit. The extension is necessary for full financing of the project, which is projected to operate for a full 20-year period.

Site Characteristics:

The property is located south of East 38th Avenue and about ¼ mile west of Imboden Road. The subject property is approximately 40 acres and vacant. The site plan provided with the application shows the solar facility would occupy 15 acres of the southern section of the property. Access to the site will be from East 38th Avenue, which abuts the property to the north. According to the applicant, approximately 6,000 to 18,000 solar panels will be installed on the property and the project is projected to operate for 20 years. The applicant is requesting the CUP for 21 years. This is to accommodate overall construction of the project, a 20-year operational life, and time to decommission the project.

Development Standards and Regulations Requirements

Per Section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a solar garden use in the A-3 zone district. In addition, Section 4-03-03-02-10 of the County's Development Standards and Regulations outline performance standards for solar energy systems. These standards regulate height and setbacks for solar panels. In accordance with the performance standards, the maximum allowed height of solar panels is 15 feet. According to the applicant, the proposed solar panels will not exceed nine

feet in height. In addition, the proposed panels will conform to all setback requirements of the A-3 zone district, which include a 50-foot front setback, a 10-foot side setback, and a 20-foot rear setback.

No landscaping is proposed for development of the site. However, the site will be screened with existing topography and placement of the solar panels on the subject property. The site plan provided with the application also shows a six- to eight-foot high chain link fence to be constructed along the perimeter of the area demarcated for the conditional use permit. According to the applicant, the decision to construct a chain link fence is to adhere to the neighboring property owner’s preference for such a fence.

Future Land Use Designation/Goals of the Comp-Plan for the Area

The Comprehensive Plan designates the subject site and surrounding area as Estate Residential. Per Chapter 5 of the Adams County Comprehensive Plan, Estate Residential areas are designated for single-family housing at lower densities. Typically, Estate Residential areas would have no greater than one unit per acre and allow compatible uses such as schools and parks. In general, Estate Residential areas are intended to provide limited opportunities for ex-urban or rural lifestyles in the County.

Installing solar panels on the property will not be detrimental or impede the goals of the Comprehensive Plan designation of Estate Residential or surrounding areas of the site. It will also not impede future development of the site. Overall, daily operations of the site are fully automated and do not require presence of staff on site. In addition, planned maintenance occurs only two to four times a year. Other than initial traffic from installation of the solar panels, there will be no additional traffic generated as a result of the subject request. Further, surrounding areas of the site are not expected to substantially change during the tenure of using the site for a solar garden.

Surrounding Zoning Designations and Existing Use Activity:

<p>Northwest City of Aurora (NE Plains-FRAP) City owned - undeveloped</p>	<p>North P-U-D Large lot single-family</p>	<p>Northeast A-2 NGL liquid handling facility (Bronco Pony Station)</p>
<p>West A-3 Agricultural/Single Family</p>	<p>Subject Property A-3 Vacant</p>	<p>East City of Aurora (NE Plains-FRAP) Agriculture/Residential</p>
<p>Southwest City of Aurora (NE Plains-FRAP) Agriculture/Residential</p>	<p>South City of Aurora (NE Plains-Gen) Agriculture</p>	<p>Southeast City of Aurora (NE Plains-FRAP) Agriculture/Residential</p>

Compatibility with the Surrounding Land Uses:

The majority of the surrounding area to the site consists of agriculture and limited residential uses. The area immediately west of the site is zoned A-3. The property to the north is zoned PUD (residential). The property to the northeast is zoned A-2 and has been developed as a natural gas liquids handling facility. Properties to the east and south are located within the City of Aurora. The subject request is located approximately five miles southeast of Denver International Airport (DIA) and approximately two miles southwest of the Front Range Airport. The proposed use of the property will not generate additional traffic, pollution, noise, or lighting or glare to surrounding properties. In addition, the proposed solar panels will be located more than 800 feet from the nearest residential development. Further, the solar garden facility is approximately 845 feet from East 38th Avenue and approximately 1,370 feet from Imboden Road. The proposed setback would minimize any potential visual impact to the general travelling public.

Planning Commission Update:

The Planning Commission considered this case on April 13, 2017, and recommended unanimous approval of the request. The Planning Commission as well as the applicant had no concerns with the staff report or the recommended conditions of approval. Beside the applicant, no one from the public spoke in favor or in opposition to the request.

Staff Recommendations:

It is staff's determination the request for a nine-month extension of the expiration date of the previously approved conditional use permit is consistent with the surrounding area, and will not be detrimental to development of surrounding property or future growth of the area. Based upon the application, the CUP review criteria and a recent site visit, staff recommends approval of the request with 8 findings-of-fact and 3 conditions.

Findings of fact:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.

7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions of Approval:

1. This conditional use permit shall expire on December 15, 2037.
2. No landscaping or screen fencing shall be required with development of the 15-acre conditional use permit site area.
3. The solar panels on-site shall be removed when the conditional use permit expires, unless another extension or renewal is granted by the Board of County Commissioners.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
9	0

Staff sent notices to property owners within 1,000 feet of the subject request. As of writing this report, staff has no comments from the public regarding the request.

COUNTY AGENCY COMMENTS

Adams County Building Safety Division:

Building permits would be required, and all applicable codes shall be followed.

Adams County Code Compliance:

No comments.

Adams County Parks & Community Resources Department:

No comments.

Adams County Sheriff's Office:

The Adams County Sheriff's Office stated they have no objections to this project.

Adams County Development Services Engineering

No comments.

Adams County Development Services Right-of-Way

No comments.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

Responding without Concerns:

Bennett Fire District

CDOT

DIA

FAA

Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Bennett Park & Recreation District

Bennett School District 29J

Box Elder Water & Sanitation District

CDPHE

Century Link

City of Aurora

Colorado Division of Wildlife

Comcast

Front Range Airport

Metro Wastewater Reclamation



Community & Economic Development Department

4430 South Adams County Parkway,
1st Floor, Suite W2000
Brighton, CO 80601-8205
PHONE 720.523.6800 FAX 720.523.6998

MEMORANDUM

To: Board of County Commissioners
From: Christopher C. LaRue, Senior Planner
Subject: RCU2017-00003, Orthodox Church Solar Facility
Date: May 2, 2017

ALTERNATIVE RECOMMENDED FINDINGS OF FACT

If the Board of County Commissioners does not concur with the Staff recommendation of Approval, the following findings may be adopted as part of a decision of Denial:

1. The conditional use is not permitted in the applicable zone district.
2. The conditional use is not consistent with the purposes of these standards and regulations.
3. The conditional use will not comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is not compatible with the surrounding area, not harmonious with the character of the neighborhood, would be detrimental to the immediate area, would be detrimental to the future development of the area, and would be detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has not addressed all off-site impacts.
6. The site is not suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will not provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are not available and adequate to serve the needs of the conditional use as designed and proposed.




**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

STAFF REPORT (Exhibit 1)

Planning Commission

April 13, 2017

CASE No.: RCU2017-00003	CASE NAME: Orthodox Church Solar Facility
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Owner's Name:	St. John the Baptist Serbian Orthodox Church
Applicant's Name:	Clean Energy Collective (Jonathan Fitzpatrick)
Applicant's Address:	361 Centennial Parkway, 3 rd Floor, Louisville, CO 80027
Location of Request:	33850 East 38 th Avenue
Nature of Request:	An amendment to a conditional use permit for a solar garden facility to allow an extension of the expiration date by nine months.
Zone District:	Agriculture-3 (A-3)
Comprehensive Plan:	Estate Residential
Site Size:	40 acres (overall site) / 15 acres (lease area for the solar garden)
Proposed Uses:	Solar Garden
Existing Use:	Agricultural (vacant)
Hearing Date(s):	PC: April 13, 2017 / 6:00 p.m.
	BOCC: May 2, 2017 /9:30 a.m.
Report Date:	March 28, 2017
Case Manager:	Christopher C. La Rue 
Staff Recommendation:	APPROVAL with 8 Findings-of-Fact and 3 Conditions

Summary of Previous Application

On March 15, 2016, the Board of County Commissioners approved a Conditional Use Permit for a solar garden on the property (Case # RCU2015-00042).

On March 2, 2017, the Department of Community and Economic Development issued a building permit for development of the solar garden on the property.

SUMMARY OF APPLICATION

Background

Clean Energy Collective is requesting an amendment to their conditional use permit (CUP) approved on March 15, 2016, to allow a solar garden on the subject property. Specifically, the request is to extend the expiration date of the conditional use permit from March 15, 2037 to December 15, 2037. There are no other changes requested to the approved conditional use permit.

The subject solar garden project is in cooperation with Xcel Energy, which is mandated by Colorado Law (Amendment 37 and SB 252) to provide 30% renewable energy as part of its electric generation by the year 2020. According to the applicant, the project would operate as part of Xcel's Solar Rewards Community program. This program allows utility customers to purchase or lease interests in solar facilities. People who purchase interest in the solar facility are then allowed to offset electricity consumption of their home or business with their share of the solar system credit.

According to the applicant, the request to extend expiration of the conditional use permit is a result of delay in construction due to a dispute with the Colorado Public Utilities Commission (PUC). The dispute pertained to a request by Xcel Energy and other solar energy developers to the PUC to change the system of allocating solar production credits to participants of the community rewards program. In March of 2016, the PUC rejected the request to change the community solar rewards program. Xcel Energy then filed an appeal to the PUC in June 2016. In August of 2016, the PUC approved the appeal, thus ending the dispute. This delay in commencing construction of the solar facility has prompted the applicant to request an extension to the expiration of the conditional use permit. The extension is necessary for full financing of the project, which is projected to operate for a full 20-year period.

Site Characteristics:

The property is located south of East 38th Avenue and about ¼ mile west of Imboden Road. The subject property is approximately 40 acres and vacant. The site plan provided with the application shows the solar facility will occupy 15 acres of the southern section of the property. Access to the site will be from East 38th Avenue, which abuts the property to the north. According to the applicant, approximately 6,000 to 18,000 solar panels will be installed on the property and the project is projected to operate for 20 years. The applicant is requesting the CUP for 21 years. This is to accommodate overall construction of the project, a 20-year operational life, and time to decommission the project.

A majority of the surrounding land uses to the site consist of isolated single-family homes and agricultural uses. The area immediately west of the site is zoned A-3. The property to the north is zoned PUD (residential). The property to the northeast is zoned A-2 and has been developed as a natural gas liquids handling facility. Properties to the east and south are located within the City of Aurora. The subject request is located approximately five miles southeast of Denver International Airport (DIA) and approximately two miles southwest of the Front Range Airport.

Development Standards and Regulations Requirements

Per Section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a solar garden use in the A-3 zone district. In addition,

Section 4-03-03-02-10 of the County’s Development Standards and Regulations outline performance standards for solar energy systems. These standards regulate height and setbacks for solar panels. In accordance with the performance standards, the maximum allowed height of solar panels is 15 feet. According to the applicant, the proposed solar panels will not exceed nine feet in height. In addition, the proposed panels will conform to all setback requirements of the A-3 zone district, which include a 50-foot front setback, a 10-foot side setback, and a 20-foot rear setback.

No landscaping is proposed for development of the site. However, the site will be screened with existing topography and placement of the solar panels on the subject property. The site plan provided with the application also shows a six to eight feet high chain link fence to be constructed along the perimeter of the area demarcated for the conditional use permit. According to the applicant, the decision to construct a chain link fence is to adhere to the neighboring property owner’s preference for such a fence.

Future Land Use Designation/Goals of the Comp-Plan for the Area

The Comprehensive Plan designates the subject site and surrounding area as Estate Residential. Per Chapter 5 of the Adams County Comprehensive Plan, Estate Residential areas are designated for single family housing at lower densities. Typically, Estate Residential areas would have no greater than one unit per acre and allow compatible uses such as schools and parks. In general, Estate Residential areas are intended to provide limited opportunities for ex-urban or rural lifestyles in the County.

Installing solar panels on the property will not be detrimental or impede the goals of the Comprehensive Plan designation of Estate Residential or surrounding areas of the site. The use of the property will also not be detrimental to future development of the site. Overall, daily operations of the site are fully automated and do not require presence of staff on site. In addition, planned maintenance occurs only two to four times a year. Other than initial traffic from installation of the solar panels, there will be no additional traffic generated as result of the subject request. Further, surrounding areas of the site are not expected to substantially change during the tenure of using the site for a solar garden.

Surrounding Zoning Designations and Existing Use Activity:

<p style="text-align: center;">Northwest City of Aurora (NE Plains- FRAP) City owned - undeveloped</p>	<p style="text-align: center;">North P-U-D Large lot single-family</p>	<p style="text-align: center;">Northeast A-2 NGL liquid handling facility (Bronco Pony Station)</p>
<p style="text-align: center;">West A-3 Agricultural/Single Family</p>	<p style="text-align: center;">Subject Property A-3 Vacant</p>	<p style="text-align: center;">East City of Aurora (NE Plains- FRAP) Agriculture/Residential</p>
<p style="text-align: center;">Southwest City of Aurora (NE Plains- FRAP)</p>	<p style="text-align: center;">South City of Aurora (NE Plains- Gen)</p>	<p style="text-align: center;">Southeast City of Aurora (NE Plains- FRAP)</p>

Agriculture/Residential	Agriculture	Agriculture/Residential
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Compatibility with the Surrounding Land Uses:

The majority of the surrounding area to the site consists of agriculture and limited residential uses. The use will not generate additional traffic, pollution, noise, or lighting or glare to surrounding properties. In addition, the proposed solar panels will be located more than 800 feet from the nearest residential development. Further, the solar garden facility is approximately 845 feet from East 38th Avenue and approximately 1,370 feet from Imboden Road. The setback of the solar facility would minimize potential visual impact to the general travelling public. According to the applicant, initial construction and installation of the panels is estimated to be eight to ten weeks.

Staff Recommendations:

It is staff's determination the request for a nine month extension of the expiration date of the previously approved conditional use permit is consistent with the surrounding area, and will not be detrimental to development of surrounding property or future growth of the area. Based upon the application, the CUP review criteria and a recent site visit, staff recommends Approval of the request with 8 findings-of-fact and 3 conditions.

Findings of fact:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions of Approval:

1. This conditional use permit shall expire on December 15, 2037.
2. No landscaping or screen fencing shall be required with development of the 15-acre conditional use permit site area.
3. The solar panels on-site shall be removed when the conditional use permit expires, unless an extension or renewal is granted by the Board of County Commissioners.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
9	0

Staff sent notices to property owners within 1,000 feet of the subject request. As of this report date, staff has not received any comments from the public regarding this request.

COUNTY AGENCY COMMENTS

Adams County Building Safety Division:

Building permits would be required, and all applicable codes shall be followed.

Adams County Code Compliance:

No comments.

Adams County Parks & Community Resources Department:

No comments.

Adams County Sheriff's Office:

The Adams County Sheriff's Office stated they have no objections to this project.

Adams County Development Services Engineering

No comments.

Adams County Development Services Right-of-Way

No comments.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

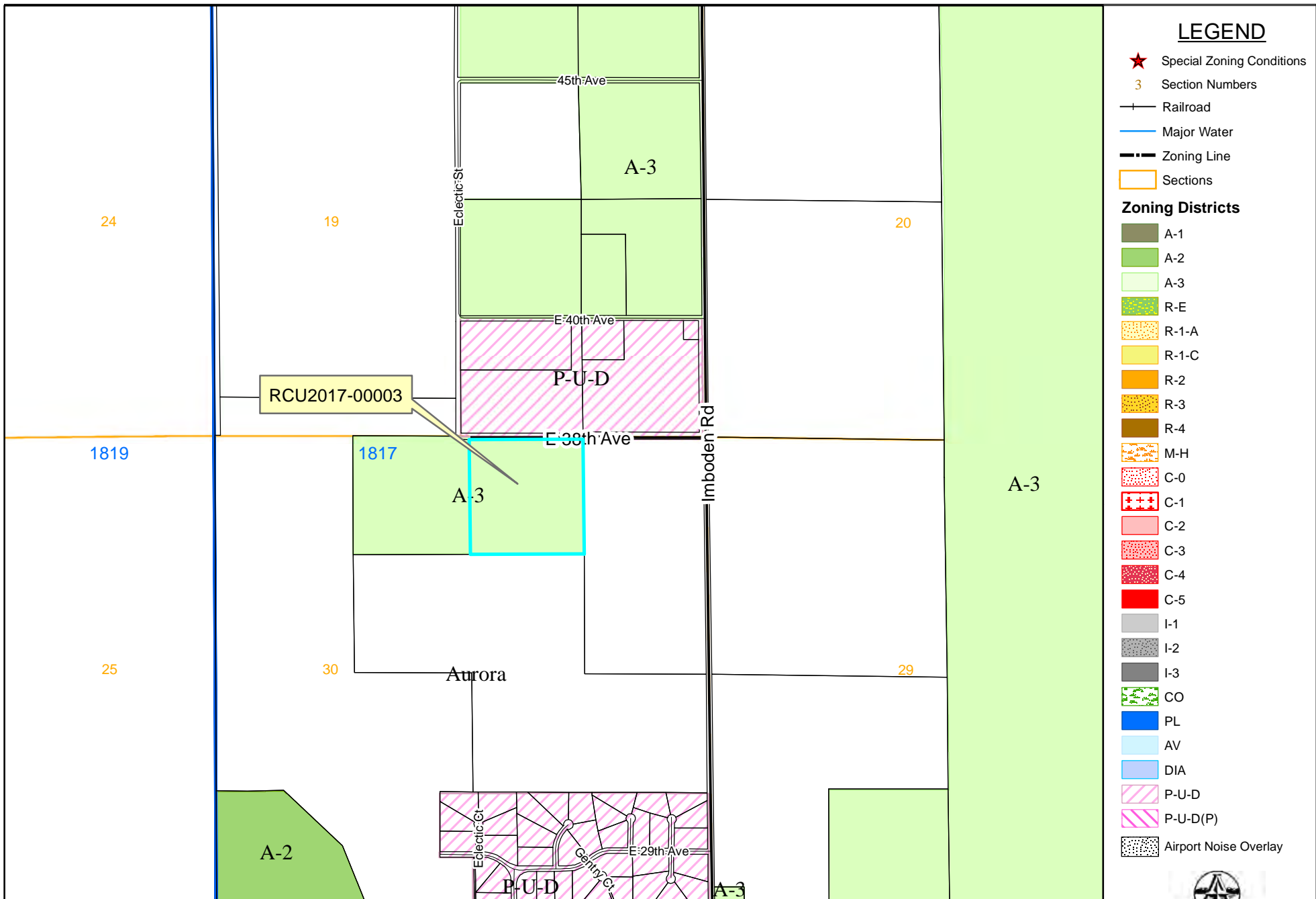
Responding without Concerns:

Bennett Fire District
CDOT
DIA

FAA
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Bennett Park & Recreation District
Bennett School District 29J
Box Elder Water & Sanitation District
CDPHE
Century Link
City of Aurora
Colorado Division of Wildlife
Comcast
Front Range Airport
Metro Wastewater Reclamation



LEGEND

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

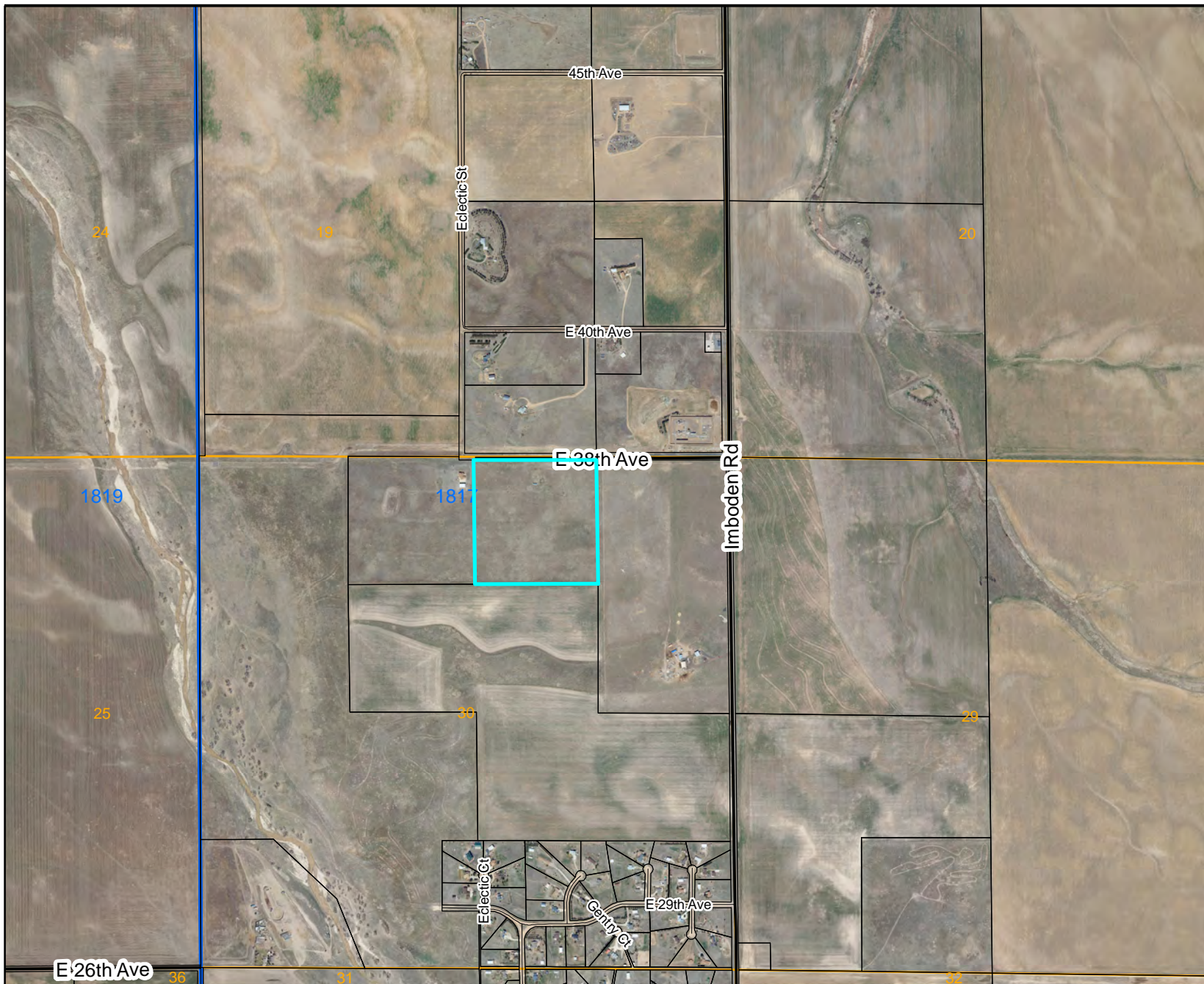
Orthodox Church Solar Facility
RCU2017-00003



































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LEGEND

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

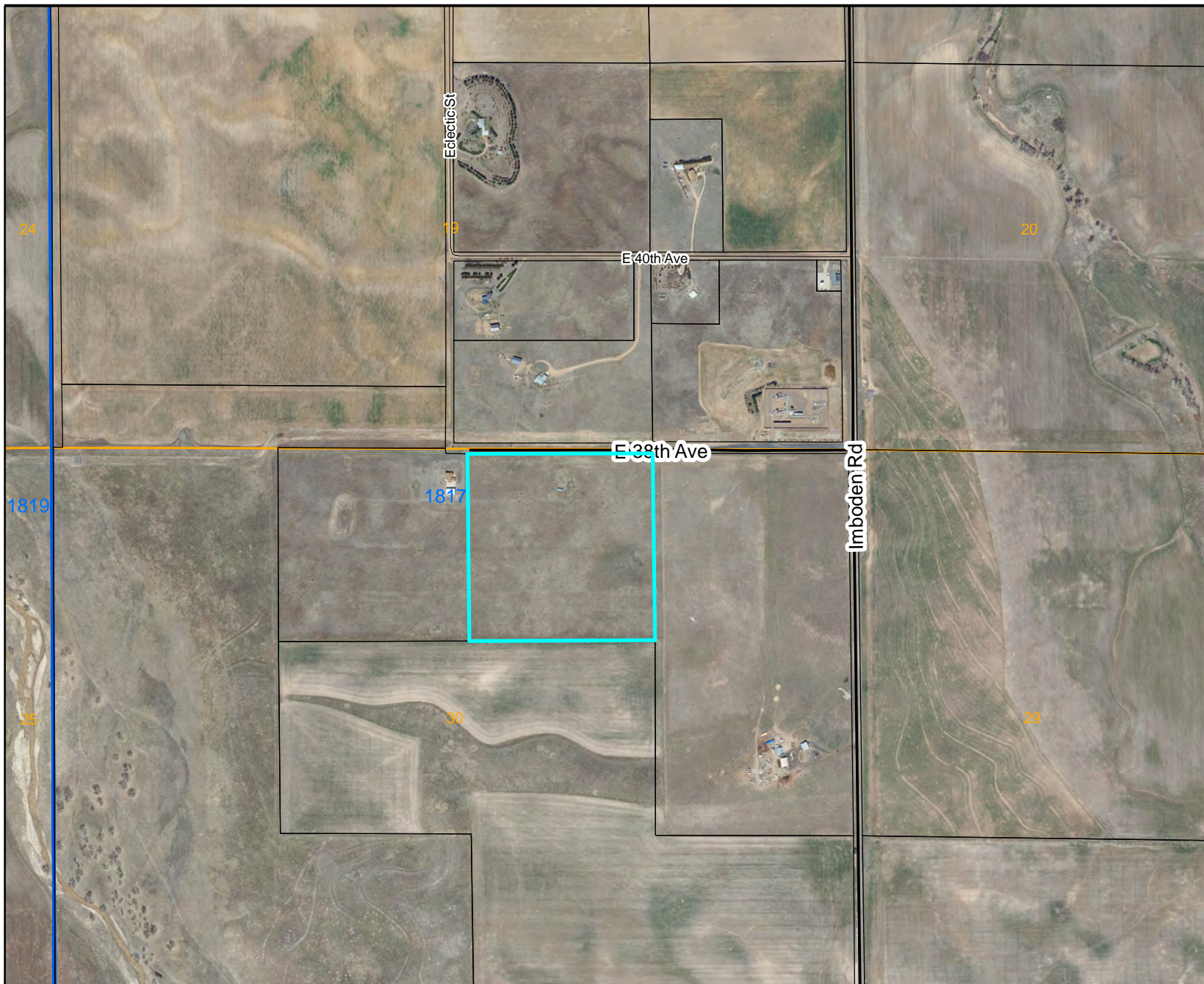
Orthodox Church Solar Facility
RCU2017-00003



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LEGEND

- Special Zoning Conditions
- Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

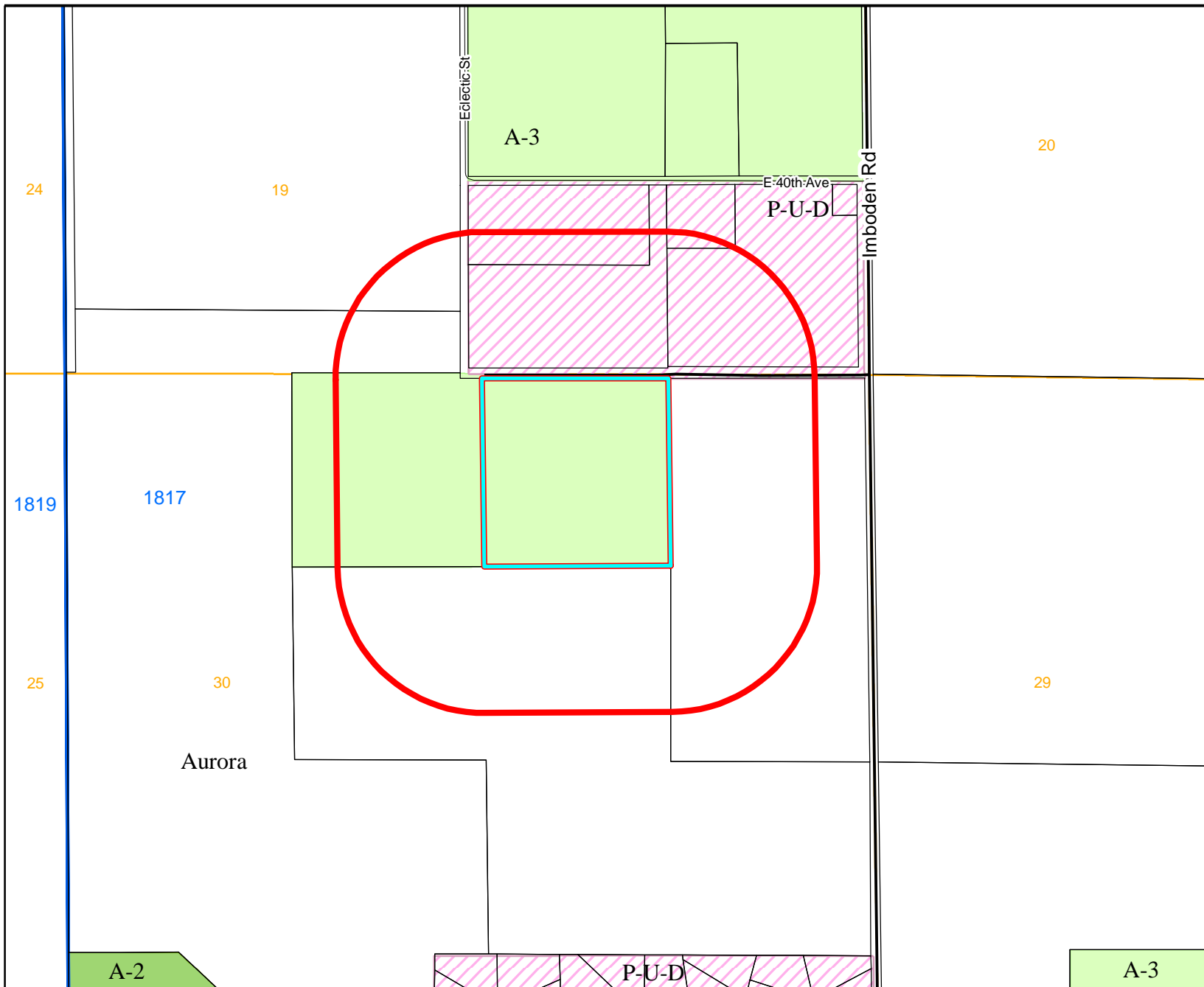
Orthodox Church Solar Facility
RCU2017-00003



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LEGEND

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

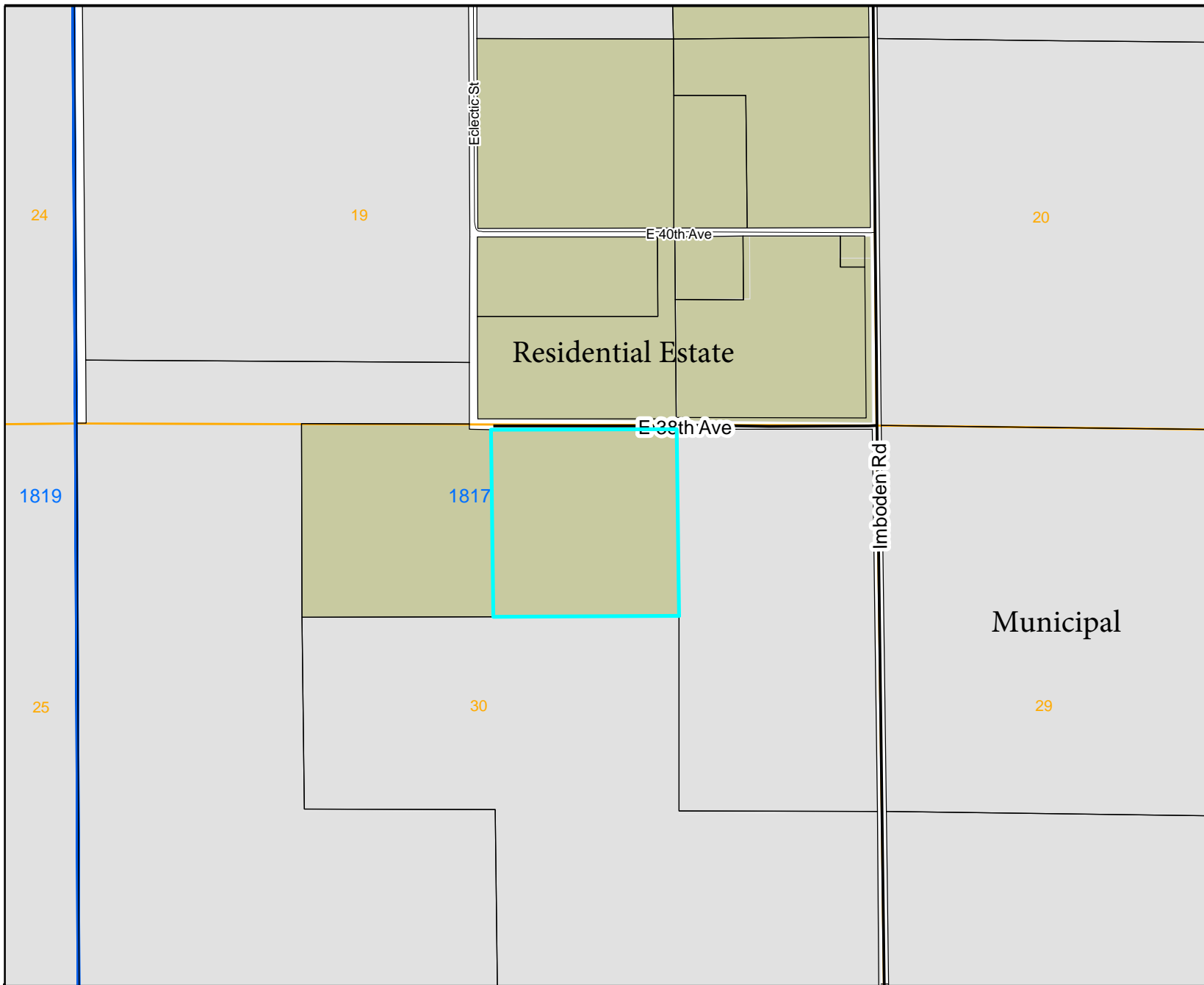
Orthodox Church Solar Facility
RCU2017-00003



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LEGEND

- Special Zoning Conditions
- Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Orthodox Church Solar Facility
RCU2017-00003



For display purposes only.



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

January 9, 2017

Adams County CUP Application Description

Re: Serbian Orthodox Church Community Solar Array
33850 E. 38th Ave
Watkins, CO 80137

This Conditional Use Permit application is made in conjunction with the existing CUP, memorialized in Adams County by Resolution 2016-159, covering the same area and for the same purpose, which is a community solar garden. Clean Energy Collective (CEC) is requesting an extension of the CUP for an additional 9 months, such that the expiration date is December 15, 2037.

The reason for this request is as follows: In March of 2016, the Colorado Public Utilities Commission (CPUC) denied the proposed terms of a settlement agreement between Public Service Company of Colorado (dba Xcel Energy) and several solar stakeholders, including developers participating in Xcel Energy's Solar*Rewards Community Program. This denial introduced significant uncertainty into the development and financing of multiple projects, including the one approved by the above-mentioned CUP.

In the August of 2016, the denial of the proposed settlement was overturned by the CPUC, reinstating the settlement and allowing the impacted programs began again in earnest. The uncertainty created by the initial denial delayed several key timelines associated with individual project development that were essential to creating a viable project. To compensate for this impact to developers, Xcel Energy extended the deadlines of the Solar*Rewards Community program to give developers time to complete their projects. This request is made in conjunction with Xcel's extensions to ensure finance-ability of the project and to allow for the project to operate for the full period of time contemplated by the Solar*Rewards Community program.

Should you have questions or require any additional information please contact me directly at (303) 506-7792. I will look forward to your feedback.

Best regards,

Jonathan Fitzpatrick
Director, Land Management
NABCEP PV Installation Professional # 092411-57



The Clean Energy Collective is a new idea in power generation. A member-owned cooperative venture that builds and operates centralized clean power-generation facilities at the community level.

go ahead. power up.



From: [Rev. Radovan Petrovic](#)
To: [Jonathan Fitzpatrick](#)
Subject: Re: Solar stuff
Date: Monday, January 09, 2017 12:00:49 PM

I agree, You may sign the extension petition.
Fr. Radovan

On Jan 9, 2017 11:26 AM, Jonathan Fitzpatrick <jonathan.fitzpatrick@easycleanenergy.com> wrote:

Fr.

Good morning. I hope you and your family and church enjoyed the holiday this past weekend. Again, I'm sorry I wasn't able to attend the services.

As we lead up to the final details of the solar project, I'm working with Adams County to extend out our Conditional Use Permit by 9 months. The project delays we experienced last year mean that our Conditional Use Permit will expire 20 years from this March (that is, in 2037). However, our project likely won't be operational until June-ish, and we'll need about 2 – 4 months to take it apart after that. With this in mind, I'd like to request an extension with Adams County to ensure we have all of the details covered for our financing partners.

Are you okay with me signing the Conditional Use Permit application on your behalf for this specific request? If not, I've attached it here for your signature. I can come and pick it up if you are not able to scan and return it.

Thanks,

Jon

Jonathan Fitzpatrick
Director, Land Management | Clean Energy Collective
P: 720-583-7442 M: 303-506-7792
THE POWER TO... CleanEnergyCo.com

The information in this email is confidential and may be legally privileged. It is intended solely for the addressee. Access to this email by anyone else is unauthorized. If you are not the intended recipient of this email, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is strictly prohibited and may be unlawful. Nothing contained in this e-mail shall be considered a legally binding agreement, amendment or modification of any agreement, each of which requires a separate fully executed agreement in writing with signatures.

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 2/23/2017

Project Number: RCU2017-00003

Project Name: Orthodox Church Solar

Note to Applicant:

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

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 01/17/2017

Email: jblair@adcogov.org

Complete

BSD1- Building permits would be required. Engineered plans will be required to obtain permits.

BSD2- Applicant should refer to commercial and industrial submittal requirements.

BSD3- Current adopted codes are the 2012 International Building Codes, 2006 International Energy Code, and the 2014 National Electrical Code

BSD4- Applicant should contact Fire Department for their requirements.

Commenting Division: Engineering Review

Name of Reviewer: Greg Labrie

Date: 02/23/2017

Email: glabrie@adcogov.org

Complete

ENG1: Development Engineering has no comments regarding the extension of 9 months to the existing schedule.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 02/02/2017

Email: jrutter@adcogov.org

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 01/20/2017

Email: aclark@adcogov.org

No Comment

Commenting Division: Planner Review

Name of Reviewer: Chris LaRue

Date: 02/17/2017

Email: clarue@adcogov.org

Complete

PLN1. Request an amendment to the Conditional Use Permit for a Major Energy Facility (Community Solar Garden) in the A-3 zoned district to allow an extension in the expiration date.

PLN2. There are no concerns regarding this request.

PLN3. Per Section 11-02-314 of the Adams County Development Standards and Regulations, Major Energy Facilities include related uses of transmission lines, power plants, and substations.

PLN4. Per Section 3-07-01 of the Adams County Development Standards and Regulations, a Major Energy Facility is allowed as a Conditional Use in every zone district, except Public Lands (P-L) where this use is prohibited.

PLN5. Per Section 2-02-08 and 4-15-07, the Board of County Commissioners (BOCC) is the final decision authority to review and approve/deny Conditional Use Permits. Also, Per Section 2-02-08-05 CUPs are reviewed by the Planning Commission (PC) and BoCC.

PLN6. The property is located in the A-3 zoning district. Per Section 3-10-01 the purpose of the Agricultural-3 District is to provide land primarily in holdings of at least thirty-five (35) acres for dryland or irrigated farming, pasturage, or other related food production uses.

PLN7. The property is located in the Estate Residential future land use. Estate Residential areas are designated for single family housing at a lower densities, typically no greater than 1 unit per acre, and compatible uses such as schools and parks. Under certain circumstances, net densities for Estate Residential areas may be as low as one unit per acre, provided that development is clustered so as to preserve a significant amount of open

PLN8. The site is located within the Airport Influence Zone (AIZ). Per Section 3-33-01 the Airport Influence Zone Overlay District is intended to provide areas within the County suitable for the economical development and safe operation of air carrier and/or general aviation airports for public use without adversely affecting the activities upon surrounding properties.

The Airport Influence Zone is also intended to provide for notice and disclosure of the airport location to owners of residential and non-residential properties in areas which may be subjected to aircraft activities of such duration and frequency which would constitute a nuisance to residential and other uses.

From: [Karl Smalley](#)
To: [Chris LaRue](#)
Subject: RE: RCU2017-00003 Request for comments
Date: Saturday, January 28, 2017 8:21:15 AM

Hi Chris,

The Adams County Sheriff's Office has no objections to this project.

Karl Smalley, Commander
Adams County Sheriff's Office Plains Section
Strasburg, Co 80136
303-622-9797

From: [Caleb J. Connor](mailto:Caleb.J.Connor)
To: [Chris LaRue](mailto:Chris.LaRue)
Cc: victoriaflamini@bennettfirerescue.org; virginiaiwittman@bennettfirerescue.org; "Earl R. Cumley"
Subject: RE: RCU2017-00003 Request for comments
Date: Wednesday, February 01, 2017 4:20:23 PM

Chris,

We've had a lot of dialogue with the applicant on this project previously. I don't see any reason we would object to the proposed amendment for an extension as long as the applicant follows the conditions in our previous comments. Thanks!



Captain Caleb J. Connor
Fire Marshal
Life Safety Division
Bennett Fire Protection District
303-644-3572 - Headquarters / 303-532-7733 - Direct
www.BennettFireRescue.org

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From: Chris LaRue [mailto:CLaRue@adcogov.org]
Sent: Friday, January 27, 2017 3:12 PM
To: Chris LaRue <CLaRue@adcogov.org>
Subject: RCU2017-00003 Request for comments

The Adams County Planning Commission & Board of County Commissioners are requesting comments on the following request:

Request for amendment to an approved conditional use permit for a solar garden facility. The proposed amendment would extend the expiration date by 9 months.

This request is located at: 33850 E 38TH AVE

The Assessor's Parcel Number is: 0181700000139

Applicant Information: Clean Energy Collective
JONATHAN FIZPATRICK
33850 E 38TH AVE
WATKINS, CO 80027

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 02/17/2017 in order that your comments may be taken into consideration in the review of

From: [Clark, Thomas](#)
To: [Chris LaRue](#)
Subject: Case No. RCU2017-00003 Request for Comments
Date: Thursday, February 09, 2017 11:45:01 AM

Hi Christopher,

My name is Tom, I'm an employee in Real Property. I received two "Request for Comments" Docs from Adams County pertaining to E. 38th Ave which the City owns.

Can you tell me how this will affect the City's interests in E. 38th Ave? Are any easements or ROWs needed from the City? The City cannot comment without a more specific explanation as to how this affects the City, our property or our interests.

Thank you!

Tom Clark
Associate Real Property Agent
Department of Public Works | City of Aurora
Division of Real Property
Office 303.739.1508



From: [Hammett, Alisha - DEN](#)
To: [Chris LaRue](#)
Cc: [Reed, Tom - DEN](#); [Howes, Brandon - DEN](#); [Hilaire, Jeannette - DEN](#)
Subject: Response: Case #RCU2017-00003 Request for Comments
Date: Monday, January 30, 2017 10:30:26 AM
Attachments: [image001.png](#)
[FAA AC70-7460-2K Constr Notification.pdf](#)

Mr. LaRue,

The Denver International Airport (DEN) Planning Office has received the Adams County Planning Commission's Request for Comments, dated January 25, 2017 regarding a request for amendment to an approved Conditional Use Permit for Orthodox Church Solar Facility- Case #RCU2017-00003.

We offer the following comments:

1. The proposed development site is located approximately 27,086 ft (5.13 miles) southeast of the south end of existing Runway 17L/35R at DEN. The location falls within the CFR Title 14 Part 77 Navigable Airspace Surfaces associated with DEN.
2. We recommend the applicant file an FAA Form 7460-1 (Notice of Proposed Construction or Alteration) in order to complete an FAA aeronautical study. See FAA Advisory Circular 70/7460-2K, attached. The FAA website from which the Proponent may file FAA Form 7460-1 online is: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> Should any pilots or air traffic controllers complain of any glare or reflections, the problem must be mitigated immediately.

Thank you for the opportunity to comment on this proposal. Should you or the proponent have any questions regarding our comments, please contact the DEN Planning Office.



ALISHA KWON HAMMETT
ASSOCIATE CITY PLANNER

Denver International Airport
Airport Infrastructure Management- Planning
Airport Office Building | 7th Floor
8500 Peña Boulevard | Denver, CO 80249-6340
(303) 342-2601 | (720) 296-5187

ALISHA.HAMMETT@FLYDENVER.COM | WWW.FLYDENVER.COM

[Click here](#) to visit DEN on social media



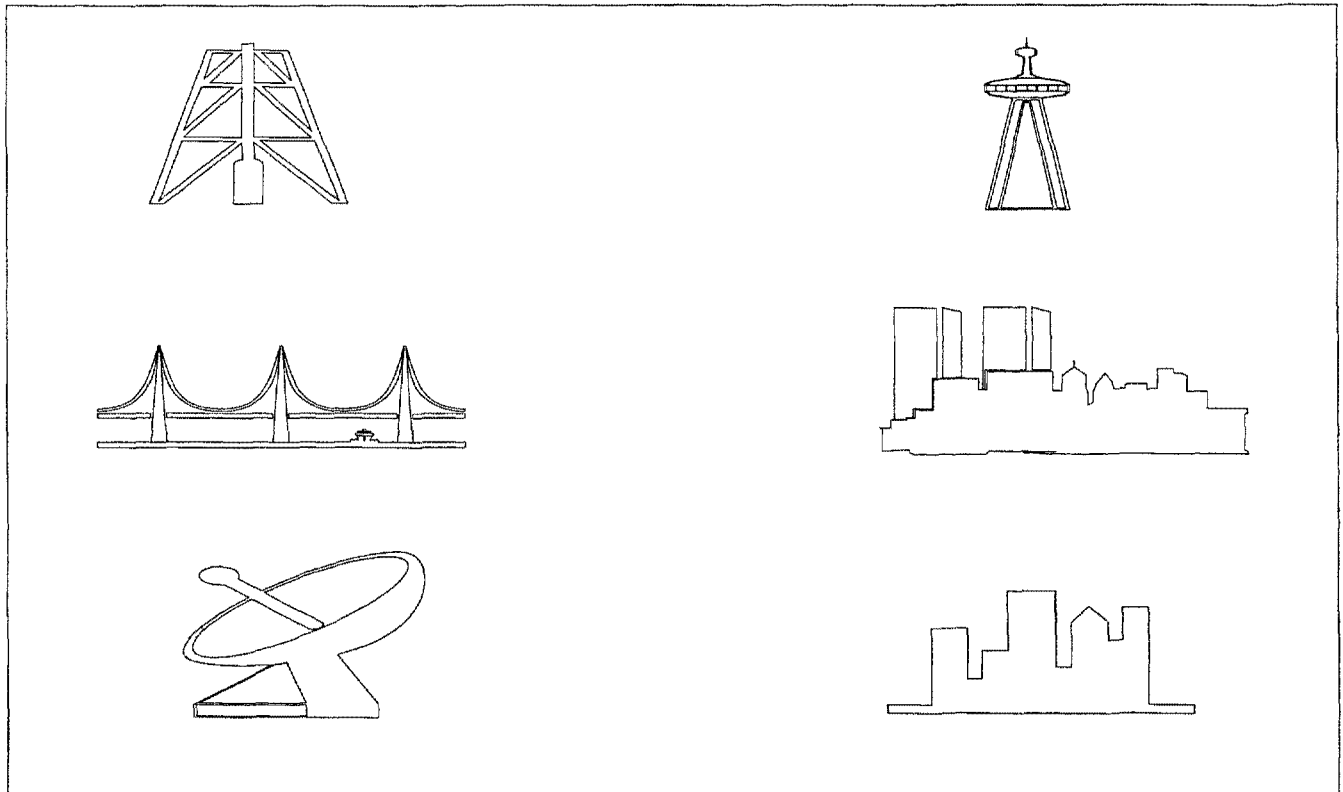
U.S. Department
of Transportation

**Federal Aviation
Administration**

ADVISORY CIRCULAR

AC 70/7460-2K

Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace





U.S. Department
of Transportation

Federal Aviation
Administration

ADVISORY CIRCULAR

Subject: PROPOSED CONSTRUCTION OR ALTERATION OF OBJECTS THAT MAY AFFECT THE NAVIGABLE AIRSPACE

Date: 3/1/00

AC No: 70/7460.2K

Initiated by: ATA-400

1. PURPOSE.

This Advisory Circular (AC) provides information to persons proposing to erect or alter an object that may affect the navigable airspace. The AC also explains the requirement to notify the Federal Aviation Administration (FAA) before construction begins and FAA's responsibility to respond to these notices in accordance with Title 14 Code of Federal Regulations (14 CFR) part 77, Objects Affecting Navigable Airspace. Additionally, the AC explains the process by which to petition the FAA's Administrator for discretionary review of the determinations issued by the FAA.

2. CANCELLATION.

AC 70/7460-2J, Proposed Construction or Alteration of Objects That May Affect the Navigable Airspace, dated 11/29/95, is cancelled.

3. BACKGROUND/AUTHORITY.

a. 49 U.S.C. Section 44718 mandates, in pertinent part, that "The Secretary of Transportation shall require a person to give adequate public notice...of the construction or alteration, establishment or extension, or the proposed construction, alteration, establishment, or expansion, of any structure...when the notice will promote:

- (1) safety in air commerce, and
- (2) the efficient use and preservation of the navigable airspace and of airport traffic capacity at public-use airports."

b. To this end, 14 CFR Part 77 was issued prescribing that notice shall be given to the Administrator of certain proposed construction or alteration.

4. EFFECTIVE DATE.

This advisory circular becomes effective March 1, 2000.

5. NOTICES.

a. WHY IS NOTIFICATION REQUIRED?

In administering 14 CFR Part 77, the FAA's prime objectives are to ensure the safe and efficient use of the navigable airspace. The FAA recognizes that there are varied demands for the use of airspace, both by aviation and nonaviation interests. When conflicts arise out of construction proposals, the FAA emphasizes the need for conserving the navigable airspace. Therefore, early notice of proposed construction or alteration provides the FAA the opportunity to:

- (1) Recognize potential aeronautical hazards to minimize the adverse effects to aviation.
- (2) Revise published data or issue a Notice to Airmen (NOTAM) to alert pilots to airspace or procedural changes made as a result of the structure.
- (3) Recommend appropriate marking and lighting to make objects visible to pilots. Before filing FAA Form 7460-1, Notice of Proposed Construction or Alteration, construction sponsors should become knowledgeable in the different types of obstruction marking and lighting systems that meet FAA standards. Information about these systems can be obtained from the manufacturers. Proponents can then determine which system best meets their needs based on purchase, installation, and maintenance costs. The FAA will make every effort to accommodate the request.
- (4) Depict obstacles on aeronautical charts for pilotage and safety.

b. WHO MUST FILE NOTICE?

Any person or an agent who intends to sponsor construction is required to submit notice to the Administrator if the proposed construction or alteration falls within any of the following categories:

- (1) *Greater than 200 feet in height.* The proposed object would be more than 200 feet above ground level (AGL) at its location.

NOTE-
See FIG 1 and FIG 2.

Greater Than 200 Feet AGL at Object's Location [Over Land]

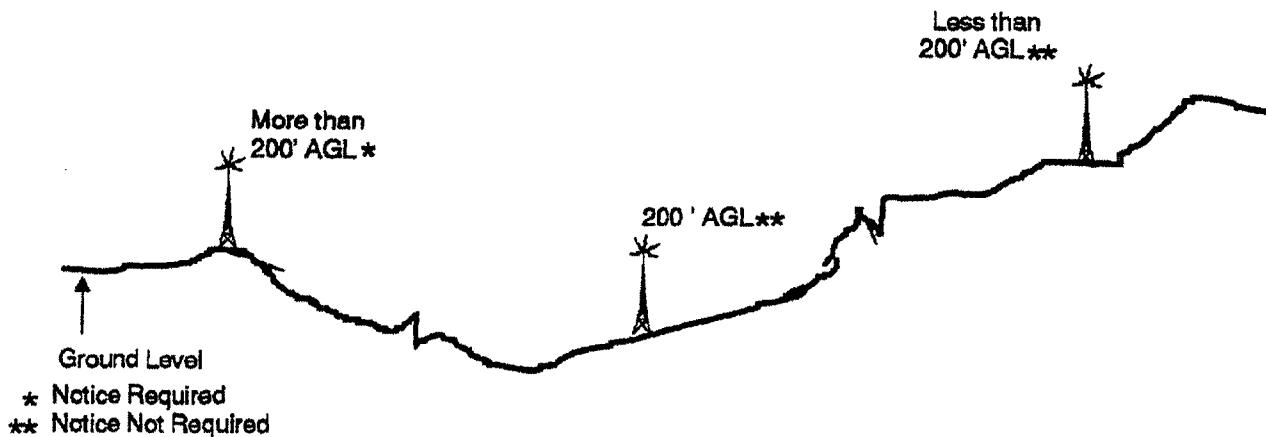


FIG 1

Greater Than 200 Feet AGL at Object's Location [Over Water]

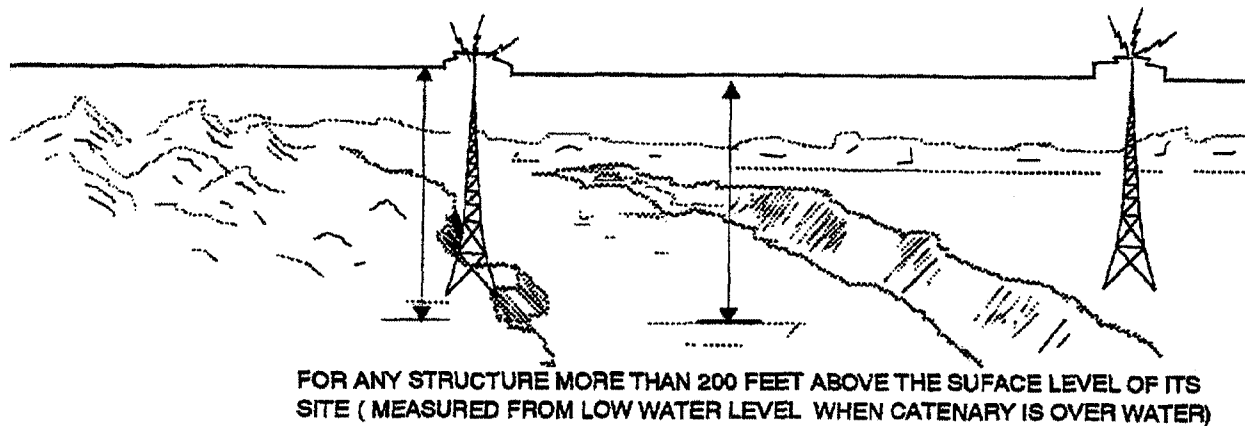


FIG 2

(2) Near a Public-Use or Military Airport, Heliport, or Seaplane Base. A public use airport, heliport or a seaplane base with visually marked seaplanes that is listed in the current Airport Facility Directory, the Alaska Supplement or the Pacific Chart Supplement, or near an airport operated by an armed force of the United States.

(a) Airport or Seaplane Base. The proposed object or alteration would be within:

(1) 20,000 feet of an airport or seaplane base with at least one runway more than 3,200 feet in length

and the object would exceed a slope of 100:1 horizontally (100 feet horizontally for each 1 foot vertically) from the nearest point of the nearest runway.

(2) 10,000 feet of an airport or seaplane base that does not have a runway more than 3,200 feet in length and the object would exceed a 50:1 horizontal slope (50 feet horizontally for each 1 foot vertically) from the nearest point of the nearest runway.

NOTE-
See FIG 3.

Object Penetrates Airport/Seaplanes Base Surface

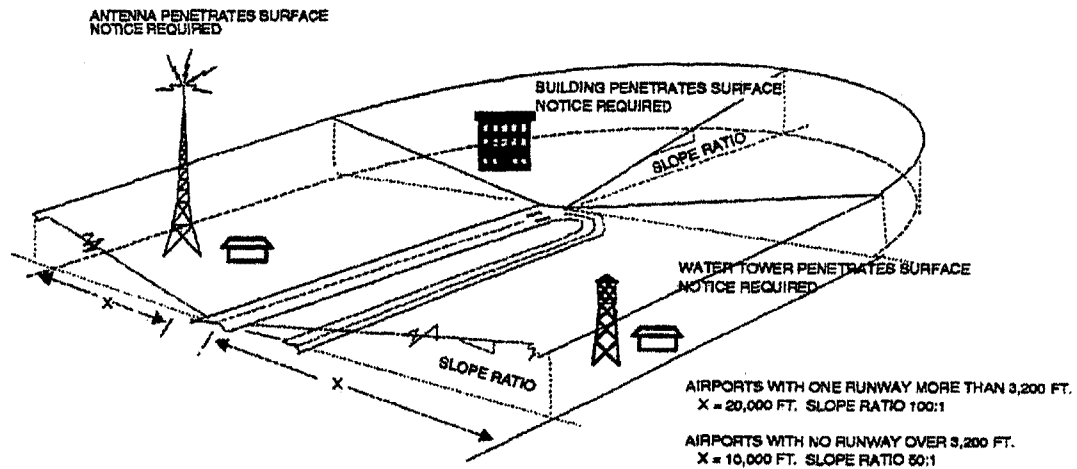


FIG 3

(b) *Heliport.* The proposed object would be within 5,000 feet of a heliport and would exceed a 25:1 horizontal slope (25 feet horizontally for each 1 foot vertically) from the nearest landing and takeoff area of that heliport.

NOTE-
See FIG 4.

Object Penetrates Heliport Surface

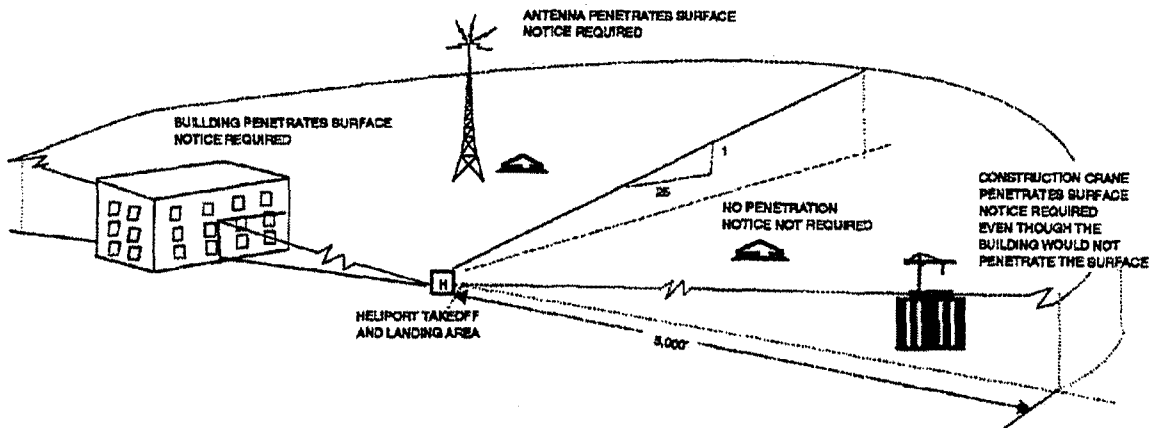


FIG 4

(3) *Highways and Railroads.* The proposed object is a traverse way which would exceed one or more of the standards listed in paragraphs a and b above, after the height of the object is adjusted upward as follows:

(a) *Private road:* 10 feet or the height of the highest mobile object that would traverse the roadway, whichever is greater.

(b) *Other public roadways:* 15 feet.

(c) *Interstate Highways:* 17 feet.

(d) *Railroad:* 23 feet.

(e) *Waterway or any other thoroughfare not previously mentioned:* an amount equal to the highest mobile object that would traverse the waterway or thoroughfare.

NOTE-
See FIG 5.

Proposed Object in a Traverse Way

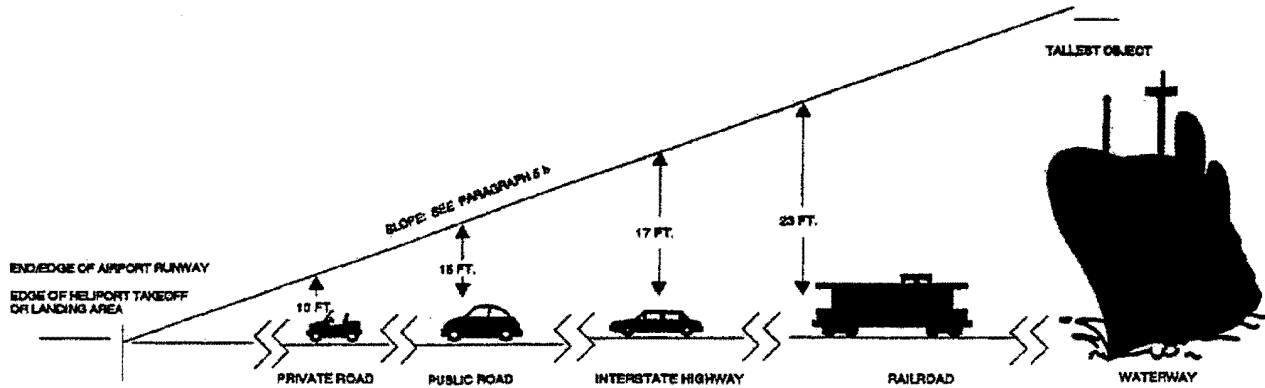


FIG 5

(4) *Objects on a Public-Use or Military Airport or Heliport.* The proposed construction or alteration would be on an airport or heliport, or any airport operated by an armed force of the United States, regardless of height or location.

(5) *When Requested by the FAA.* The FAA may request notice if available information indicates the proposal may exceed an obstruction standard or the proposal may cause electromagnetic interference to aircraft, particularly construction associated with an AM, FM, or TV station including a change in authorized frequency or transmitting power, may cause transmitted signals to be reflected upon ground-based or airborne air navigation communications equipment, or affect instrument procedures. In addition, notice may be requested when the proposal may affect an air traffic control procedure, may obstruct air traffic controllers' line of sight capability, or may affect air traffic control radar.

c. WHAT KIND OF STRUCTURES REQUIRE FAA NOTIFICATION?

The following are examples of structures requiring notice to the FAA.

- (1) Proposed construction or alteration of structures such as:
 - (a) Buildings.
 - (b) Antenna Towers.
 - (c) Roadways.
 - (d) Overhead communications and transmission lines as well as the height of the supporting structures.
 - (e) Water towers and the supporting structure.

- (2) Construction equipment or other temporary structures such as:
 - (a) Cranes.
 - (b) Derricks.
 - (c) Stockpiles of equipment.
 - (d) Earth moving equipment.

d. WHEN MUST NOTICES BE FILED?

Notice must be submitted:

- (1) At least 30 days before the earlier of the following:
 - (a) The date the proposed construction or alteration is to begin, or
 - (b) The date the application for a construction permit will be filed.
- (2) On or before the date the application for construction is filed with the Federal Communications Commission (FCC), if the proposed structure is subject to FCC licensing requirements.
- (3) Immediately by telephone or other expeditious means to the nearest FSS, with written notification submitted within 5 days thereafter, if immediate construction or alteration is required as in cases involving public services, health or safety.
- (4) As early as possible in the planning stage but not less than 30 days before construction will begin.

e. HOW AND WHERE TO FILE NOTICE.

Notification of the proposal should be made on FAA Form 7460-1, Notice of Proposed Construction or Alteration. Additional information such as charts and/or drawings that accurately depict the proposed construction or alteration should be included to

facilitate the FAA's analysis of the project. The completed form should be mailed to the Manager, Air Traffic Division, of the regional office having jurisdiction over the area within which the construction or alteration will occur.

NOTE-

Information on regional addresses may be found on the FAA's website at www.faa.gov/ats/ata/ata-400/oeaaa.htm or contact the FAA listed in local telephone books under United States Government.

f. PENALTY FOR FAILING TO PROVIDE NOTICE.

Persons who knowingly and willfully violate the notice requirements of 14 CFR part 77 are subject to a civil penalty.

g. COMPLIANCE RESPONSIBILITY.

A notice filed with the FAA does not relieve the proponent of compliance with laws, ordinances or regulations of any other Federal, state or local governmental entity.

h. ASSOCIATED PUBLICATIONS.

The following publications contain obstruction criteria, marking and lighting standards and specifications for lighting and paint.

(1) *Federal Aviation Regulations 14 CFR, part 77, Objects Affecting Navigable Airspace*. This part sets forth the requirements for notice to the FAA of proposed construction or alteration and provides standards for determining obstructions to navigable airspace. 14 CFR, part 77 (Stock No. 050-007-00276-9) may be ordered from:

Superintendent of Documents
U. S. Government Printing Office
Washington, DC 20402

(2) *Advisory Circulars*. FAA advisory circulars are available free of charge from:

Department of Transportation
TASC
Subsequent Distribution Office,
SVC-121.23
Ardmore East Business Center
3341 Q 75th Avenue
Landover, MD 20785

(a) *AC 70/7460-1, Obstruction Marking and Lighting*, describes the standards for marking and lighting structures such as buildings, chimneys, antenna towers, cooling towers, storage tanks, supporting structures of overhead wires, etc.

(b) *AC 150/5190-4, A Model Zoning Ordinance to Limit Height or Objects Around Airports*, provides a

model-zoning ordinance to be used as a guide to control the height of objects around airports.

(c) *AC 150/5300-13, Airport Design*, includes planning information on electronic and visual navigational aids and air traffic control facility siting and clearance requirements that influence the physical layout of airports.

(d) *AC 150/5345-53, Airport Lighting Equipment Certification Program*, addendum lists equipment model numbers and manufacturer's part numbers in compliance with item (e) below. The addendum is located on the Internet at the Office of Airports homepage: <http://www.faa.gov/arp/arphome.htm> under Advisory Circulars.

(e) *AC 150/5345-43, Specification for Obstruction Lighting Equipment*, contains specifications for equipment used in obstruction lighting systems.

(3) *Marking Specifications and Standards*. Aviation colors and paint standards and specifications are available from:

General Services Administration
Specifications Section
470 L'Enfant Plaza, Suite 8214
Washington, DC 20407

(4) *FAA Forms*. FAA forms are available free of charge from all FAA regional offices.

(a) *FAA Form 7460-1, Notice of Proposed Construction or Alteration*, is used to notify the FAA of proposed construction or alteration of an object that may affect the navigable airspace.

(b) *FAA Form 7460-2, Notice of Actual Construction or Alteration*, is used to notify the FAA of progress or abandonment, as requested on the form. The FAA regional office routinely includes this form with a determination when such information will be required. The information is used for charting purposes, to change affected aeronautical procedures and to notify pilots of the location of the structure.

i. ADMINISTRATIVE ASSISTANCE TO CONSTRUCTION PROPONENTS.

(1) Airspace specialists are available in each regional office to assist proponents in filing their notice. Proponents are encouraged to call in advance for appointments. Limited resources often prevent the specialist from responding spontaneously without advanced planning or preparation.

(2) To insure timely determinations, construction proponents must submit complete and accurate data. Lack of complete and accurate data could result in the return of the form. United States Geological Survey quadrangle maps are available at nominal costs to aid in determining

the geographical coordinates (latitude/longitude) and site elevation above mean sea level. The latitude/longitude information should be submitted in North American Datum of 1983. The quadrangle maps can be obtained from:

U.S. Geological Survey
Reston, Virginia 22092
Telephone No. (703) 860-6045

U.S. Geological Survey
District Branch
P.O. Box 25286, Bldg. #41
Denver, Colorado 80225
Telephone No. (303) 844-4169

(3) Airport planners are available for assistance with construction proposals on Federally obligated airports.

(4) Proposals for electronic transmitting devices should include frequency, effective radiated power (ERP), radiation center height (RCAMSL), and antenna characteristics such as number of bays, beam tilt, and null fill.

6. FAA's RESPONSIBILITY.

a. The FAA will acknowledge receipt of the notice.

b. After initial screening, the outcome of the screening will be sent to the filer and may state one of the following:

(1) The proposal is not identified as an obstruction and would not be a hazard to air navigation, or

(2) The proposal would be an obstruction unless reduced to a specified height and is presumed to be a hazard to air navigation pending further study. When this is indicated, the acknowledgement will either specify that the FAA has initiated further study, or the proponent may elect to reduce the height or request further study within (sixty) 60 days, in which event, the FAA will begin the study when the proponent so advises.

c. If further aeronautical study is initiated, public notice may be prepared and distributed for comments to those agencies, organizations, or individuals with known aeronautical interests to determine if the proposal would be a hazard to air navigation. State and local aviation authorities, as well as various military organizations of the Department of Defense, are also offered the opportunity to comment on the aeronautical effects of the proposal.

d. All responses received by the end of the specified comment period are analyzed by the FAA regional specialists for valid aeronautical comments and objections.

e. The office conducting the study may decide to conduct an informal airspace meeting with interested parties to discuss the effects of the proposal and to gather additional facts or information relevant to the study.

f. The FAA specialists may negotiate with the proponent during the study process to resolve any adverse

effect(s) on aeronautical operations. Many times, a minor reduction in height and/or relocation of a proposed structure will eliminate or sufficiently minimize adverse aeronautical effects that would permit the issuance of a Determination of No Hazard to Air Navigation.

g. After the aeronautical study is completed, the regional office will normally issue a:

- (1) Determination of Hazard to Air Navigation; or
- (2) Determination of No Hazard to Air Navigation.

h. An FAA determination is a conclusion based on the study of a structure's projected impact on the safe and efficient use of the navigable airspace by aircraft. It should not be construed as an approval or disapproval of the project.

i. The FAA usually recommends marking and/or lighting of a structure when its height exceeds 200 feet above ground level (AGL) or exceeds Part 77 obstruction criteria. However, the FAA may recommend marking and/or lighting of a structure that does not exceed 200 feet AGL or Part 77 obstruction standards because of its particular location.

7. HOW TO PETITION THE ADMINISTRATOR FOR DISCRETIONARY REVIEW.

a. When a determination is issued under 14 CFR Section 77.19 (except Section 77.19 c.(1)), or Section 77.35 or when a revision or extension is issued under Section 77.39 (c), you may petition the FAA Administrator for a review of the determination, revision, or extension if you:

- (1) Are the sponsor of the proposed construction or alteration,
- (2) Stated a substantial aeronautical objection to the proposal during an aeronautical study, or
- (3) Have a substantial aeronautical objection but were not given an opportunity to state it.

b. The petition must be submitted within 30 days after the issue date of the determination, revision, or extension and must contain a full statement of the basis upon which it is made. Submit an original and two copies to:

Manager, Airspace and Rules
Division, ATA-400
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591

Nancy Kalinowski

John S. Walker

Program Director, Air Traffic
Airspace Management Program

From: Marsha.Hofer@faa.gov
To: [Chris LaRue](#)
Subject: FW: RCU2017-00003 Request for comments
Date: Friday, January 27, 2017 3:28:46 PM
Attachments: [RCU2017-00003 request for comments.pdf](#)

The Federal Aviation Administration (FAA) reviews planning and construction proposals through the submittal of FAA Form 7460-1, Notice of Proposed Construction or Alteration. The FAA uses information provided on this form to conduct an airspace analysis to determine if the proposal will pose an aeronautical hazard and to minimize the adverse effects to aviation. FAA Form 7460-1 can be filed electronically at www.oaaaa.faa.gov. Please use the notice criteria tool on this website to determine whether or not the proponent is required to file. It also may be necessary to file a Form 7460-1 if the structure requires an FCC license or there is a potential for navigational equipment interference.

Marsha Hofer
 Program Specialist
 Denver Airports District Office

From: Bruce, Linda (FAA)
Sent: Friday, January 27, 2017 3:20 PM
To: Hofer, Marsha (FAA)
Subject: FW: RCU2017-00003 Request for comments

Linda Bruce
 Colorado State Planner
 Federal Aviation Administration
 Denver Airports District Office
 (303) 342-1264

From: Chris LaRue [<mailto:CLaRue@adcogov.org>]
Sent: Friday, January 27, 2017 3:12 PM
To: Chris LaRue
Subject: RCU2017-00003 Request for comments

The Adams County Planning Commission & Board of County Commissioners are requesting comments on the following request:

Request for amendment to an approved conditional use permit for a solar garden facility. The proposed amendment would extend the expiration date by 9 months.

This request is located at: 33850 E 38TH AVE

The Assessor's Parcel Number is: 0181700000139

Applicant Information: Clean Energy Collective
 JONATHAN FIZPATRICK
 33850 E 38TH AVE
 WATKINS, CO 80027

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

February 15, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Chris LaRue

Re: Orthodox Church Solar Facility, Case # RCU2017-00003

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plans for an amendment to an approved conditional use permit for **Orthodox Church Solar Facility** and has **no apparent conflict**.

The property owner/developer/contractor must contact the **Builder's Call Line** at 1-800-628-2121 or <https://xcelenergy.force.com/FastApp> (*register*, application can then be tracked) and complete the application process for any new electric service, or modification to existing facilities. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center, at 1-800-922-1987** to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

CERTIFICATE OF POSTING



I, Christopher C. La Rue do hereby certify that I had the property posted at

33850 East 38th Avenue

on March 30, 2017

in accordance with the requirements of the Adams County Zoning Regulations

Christopher C. La Rue

Christopher C. La Rue

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Name:	Orthodox Church Solar Facility
Case Number:	RCU2017-00003
Planning Commission Hearing Date:	04/13/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date:	05/02/2017 at 9:30 a.m.

March 17, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

Request for amendment to an approved conditional use permit for a solar garden facility. The proposed amendment would extend the expiration date by 9 months.

The proposed use will be

This request is located at: 33850 E 38TH AVE

The Assessor's Parcel Number: 0181700000139

Applicant Information: Clean Energy Collective
JONATHAN FIZPATRICK
33850 E 38TH AVE
WATKINS, CO 80027

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by

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

contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

A handwritten signature in black ink that reads "Christopher C. LaRue". The signature is written in a cursive style with a large initial 'C' and a long, sweeping underline.

Christopher C. LaRue
Senior Planner

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name:	Orthodox Church Solar Facility
Case Number:	RCU2017-00003

January 25, 2017

The Adams County Planning Commission & Board of County Commissioners are requesting comments on the following request:

Request for amendment to an approved conditional use permit for a solar garden facility. The proposed amendment would extend the expiration date by 9 months.

This request is located at: 33850 E 38TH AVE

The Assessor's Parcel Number is: 0181700000139

Applicant Information: Clean Energy Collective
JONATHAN FIZPATRICK
33850 E 38TH AVE
WATKINS, CO 80027

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 02/17/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to CLaRue@adcogov.org. Once comments have been received and the staff report written, the notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Christopher C. LaRue
Senior Planner

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

From: [Megan Ulibarri](#)
To: "jkero@i-70scout.com"
Cc: [Chris LaRue](#); [Shayla Christenson](#)
Subject: Newspaper Publication
Date: Monday, March 20, 2017 10:04:07 AM
Attachments: [publication.doc](#)

Good Morning Jason,

Please see the attached publication request for the following case(s):

- RCU2017-00003 Orthodox Church Solar Facility

May I get this case published in the Friday March 24, 2017 issue of the Brighton Blade. Please let me know if there are any issues with deadlines.

Thank you,

Megan Ulibarri

Community and Economic Development

4430 South Adams County Parkway, Suite W2000B

Brighton, CO 80601-8212

720.523.6848 | mulibarri@adcogov.org

PUBLICATION REQUEST

Orthodox Church Solar Facility

Case Number: RCU2017-00003
Planning Commission Hearing Date: 04/13/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date: 05/02/2017 at 10:00 a.m.

Request: Request for amendment to an approved conditional use permit for a solar garden facility. The proposed amendment would extend the expiration date by 9 months.

Location: 33850 E 38TH AVE

Parcel Number(s): 0181700000139

Case Manager: Chris LaRue

Case Technician: Rayleen Swarts

Applicant: Clean Energy Collective
JONATHAN FIZPATRICK 720-583-7442
33850 E 38TH AVE
WATKINS, CO 80027

Owner: ST JOHN THE BAPTIST SERBIAN
ORTHODOX CHURCH
9305 W CEDAR AVE
LAKEWOOD, CO 802261045

Legal Description:

Legal Description of entire parcel:

NW4 NE4 EXC N 30 FT, Sect 30, T3S, R64W, 39.55 ac

Legal Description of lease area within parcel:

A LEASE AREA EXISTING OVER AND ACROSS A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 64 WEST, OF THE 6TH P.M. CONSIDERING THE NORTH LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO HAVE A GPS DERIVED BEARING BASED ON COLORADO STATE PLANE NORTH ZONE 0501, NAD83 (2011), GEOID12A, OF SOUTH 89°53'40" EAST, BETWEEN THE MONUMENT FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, BEING A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED "JR ENG T3S R64W 19 1/4 30 2001 PLS 30109", AND THE MONUMENT

FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, BEING A #6 REBAR, WITH ALL OTHER BEARINGS AND DISTANCES DESCRIBED HEREIN RELATED THERETO. COMMENCING AT SAID NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00°39'53" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 826.61 FEET MORE OR LESS, TO THE POINT OF BEGINNING; THENCE SOUTH 89°51'56" EAST, A DISTANCE OF 1320.45 FEET MORE OR LESS TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00°43'40" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 494.84 FEET MORE DR LESS TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, BEING A FOUND #5 REBAR; THENCE NORTH 89°51'56" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1320.99 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, BEING A FOUND #6 REBAR WITH A 2' ALUMINUM CAP PLS 29420; THENCE NORTH 00°39'53' WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 494.83 FEET MORE DR LESS TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 653,469 SQ. FT. OR 15.00 ACRES MORE OR LESS.

BRONCO PIPELINE COMPANY
3300 N A ST BLDG 6
MIDLAND TX 79705-5421

CITY OF AURORA
15151 E ALAMEDA PKWY 3RD FLOOR
AURORA CO 80012

CITY OF AURORA
15151 E ALAMEDA PARKWAY 5TH FLOOR
AURORA CO 80012

GARCIA ALEJANDRO
3295 IMBODEN RD
WATKINS CO 80137-8901

JOHNSON KEITH D
33780 38TH AVE
WATKINS CO 80137-7176

LEE BRIAN AND LEE SAMANTHA AND
POCH ARTHUR L
1932 S OAKLAND ST
AURORA CO 80014-1129

SMALLEY KARLAND H AND
SMALLEY TRACEY A
33980 E 40TH AVE
WATKINS CO 80137

ST JOHN THE BAPTIST SERBIAN
ORTHODOX CHURCH
9305 W CEDAR AVE
LAKEWOOD CO 80226-1045

WEP TRANSPORT HOLDINGS LLC 58.76% & TREE
21.24% & COLORADO MAVERICK COMPANY LLC 2
PO BOX 7068
RANCHO SANTA FE CA 92067-7068



Referral Listing
Case Number RCU2017-00003
Orthodox Church Solar Facility

Agency

Contact Information

Adams County Development Services - Building

Justin Blair
4430 S Adams County Pkwy
Brighton CO 80601
720-523-6825
JBlair@adcogov.org

BENNETT FIRE DISTRICT #7

CHIEF EARL CUMELY
825 SHARIS CT
BENNETT CO 80102
303-644-3434
ecumley941@aol.com

BENNETT FIRE DISTRICT #7

Captain Caleb J Connor
825 SHARIS CT
BENNETT CO 80102
303-532-7733 303-644-3572
CalebConnor@BennettFireRescue.org

BENNETT PARK AND RECREATION

Chris Raines
PO BOX 379
455 S. 1ST ST.
BENNETT CO 80102-0379
303-644-5041
Director@bennettrec.org

BENNETT SCHOOL DISTRICT 29J

Robin Purdy
615 7TH ST.
BENNETT CO 80102
303-644-3234 Ext: 8203
robinp@bsd29j.com

BOX ELDER WATER AND SANITATION DISTRICT

BARBARA VANDER WALL
c/o Collins, Cockrel, & Cole P.C.
390 Union Boulevard, Suite 400
Lakewood CO 80228
303 770-2700

CDPHE - AIR QUALITY

JAMES A. DILEO
4300 CHERRY CREEK DRIVE SOUTH
DENVER CO 80246-1530
303-692-3127
jim.dileo@state.co.us

CDPHE - WATER QUALITY PROTECTION SECT

Patrick Pfaltzgraff
4300 CHERRY CREEK DRIVE SOUTH
WQCD-B2
DENVER CO 80246-1530
303-692-3509
patrick.j.pfaltzgraff@state.co.us

Agency

Contact Information

CDPHE SOLID WASTE UNIT

Andy Todd
4300 CHERRY CREEK DR SOUTH
HMWMD-CP-B2
DENVER CO 80246-1530
303.691.4049
Andrew.Todd@state.co.us

Century Link, Inc

Brandyn Wiedrich
5325 Zuni St, Rm 728
Denver CO 80221
720-508-3724 720-245-0029
brandyn.wiedrich@centurylink.com

CITY OF AURORA - WATER AND SAN. DEPT.

PETER BINNEY
15151 E ALAMEDA PKWY #3600
AURORA CO 80012
303-739-7370
pbinney@ci.aurora.co.us

CITY OF AURORA ATTN: PLANNING DEPARTMENT

. .
15151 E ALAMEDA PKWY 2ND FLOOR
AURORA CO 80012
(303) 739-7542
cglore@auroragov.org

Code Compliance Supervisor

Eric Guenther
eguenther@adcogov.org
720-523-6856
eguenther@adcogov.org

COLORADO DIVISION OF WILDLIFE

JOSEPH PADIA
6060 BROADWAY
DENVER CO 80216
303-291-7132
joe.padia@state.co.us

COLORADO DIVISION OF WILDLIFE

Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
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eliza.hunholz@state.co.us

COMCAST

JOE LOWE
8490 N UMITILLA ST
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303-603-5039
thomas_lowe@cable.comcast.com

COUNTY ATTORNEY- Email

Christine Francescani
CFrancescani@adcogov.org
6884

DENVER INTERNATIONAL AIRPORT

Bill Poole
900 South Broadway Suite 350
DENVER CO 80209
303.524.3023
William.Poole@flydenver.com

Agency

Contact Information

Denver International Airport

Tom Reed
303.502.7692
Tom.Reed@flydenver.com

Engineering Department - ROW

Transportation Department
PWE - ROW
303.453.8787

Engineering Division

Transportation Department
PWE
6875

ENVIRONMENTAL ANALYST

Jen Rutter
PLN
6841

FEDERAL AVIATION ADMINISTRATION

LINDA BRUCE
26805 E 68TH AVENUE, #224
DENVER CO 80249-6361
303-342-1264
linda.bruce@faa.gov

FRONT RANGE AIRPORT

Dave Ruppel
5200 FRONT RANGE PARKWAY
WATKINS CO 80137-7131
303-261-9100
druppel@ftg-airport.com

METRO WASTEWATER RECLAMATION

CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229
303-286-3338
CSIMMONDS@MWRD.DST.CO.US

NS - Code Compliance

Gail Moon
gmoon@adcogov.org
720.523.6833
gmoon@adcogov.org

Parks and Open Space Department

Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org
(303) 637-8000
nmosley@adcogov.org

SHERIFF'S OFFICE: SO-HQ

MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org
snielson@adcogov.org
(303) 654-1850
aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org

Sheriff's Office: SO-SUB

SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org
720-322-1115
smiller@adcogov.org

Agency

Contact Information

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

STATE OF COLORADO)
COUNTY OF ADAMS)

Exhibit 6.7

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 15th day of March, 2016 there were present:

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

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

RESOLUTION APPROVING APPLICATION IN CASE #RCU2015-00042 SERBIAN ORTHODOX CHURCH COMMUNITY SOLAR GARDEN

Resolution 2016-159

WHEREAS, this case involved a Conditional Use Permit to allow a Major Energy Facility (solar farm garden) in an A-3 zone district.

APPROXIMATE LOCATION: 33850 East 38th Avenue.

LEGAL DESCRIPTION:

Legal Description of entire parcel:

NW4 NE4 EXC N 30 FT, Sect 30, T3S, R64W, 39.55 ac

Legal Description of lease area within parcel:

A LEASE AREA EXISTING OVER AND ACROSS A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 64 WEST, OF THE 6TH P.M. CONSIDERING THE NORTH LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO HAVE A GPS DERIVED BEARING BASED ON COLORADO STATE PLANE NORTH ZONE 0501, NAD83 (2011), GEOID12A, OF SOUTH 89°53'40" EAST, BETWEEN THE MONUMENT FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, BEING A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED "JR ENG T3S R64W 19 1/4 30 2001 PLS 30109", AND THE MONUMENT FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, BEING A #6 REBAR, WITH ALL OTHER BEARINGS AND DISTANCES DESCRIBED HEREIN RELATED THERETO. COMMENCING AT SAID NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00°39'53" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 826.61 FEET MORE OR LESS, TO THE POINT OF BEGINNING; THENCE SOUTH 89°51'56" EAST, A DISTANCE OF 1320.45 FEET MORE OR LESS TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00°43'40" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 494.84 FEET MORE DR LESS TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST

QUARTER OF SAID SECTION 30, BEING A FOUND #5 REBAR; THENCE NORTH 89°51'56" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1320.99 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, BEING A FOUND #6 REBAR WITH A 2' ALUMINUM CAP PLS 29420; THENCE NORTH 00°39'53' WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 494.83 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 653,469 SQ. FT. OR 15.00 ACRES MORE OR LESS.

WHEREAS, the Adams County Planning Commission held a public hearing on the application on the 25th day of February, 2016, and forwarded a recommendation of APPROVAL to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners held a public hearing on the application on the 15th day of March, 2016; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendation of the Adams County Planning Commission, the application in this case is hereby APPROVED based upon the following findings of fact and conditions:

FINDINGS-OF-FACT

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

CONDITIONS OF APPROVAL:

1. This Conditional Use Permit shall expire on March 15, 2037.
2. No landscaping or screen fencing shall be required with development of the 15-acre Condition Use Permit site area.
3. The solar panels on-site shall be removed when the conditional use permit expires, unless an extension or renewal is granted by the Board of County Commissioners.

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

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

STATE OF COLORADO)
County of Adams)

I, 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 15th day of March, A.D. 2016.

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

Stan Martin:



By:



Deputy

Orthodox Church Solar Facility RCU2017-00003

May 2, 2017

Board of County Commissioners

Department of Community and Economic Development
Case Manager: Chris LaRue

Request

- An amendment to a CUP for a solar garden facility to allow an extension of the expiration date by 9 months.

Background

- Originally approved by BoCC on 3/15/16 (RCU2015-00042)
- Part of Xcel's Solar Rewards community program
- Change expiration from 3/15/37 to 12/15/37
- Dispute with PUC

Imboden Solar Gardens

Hudson Rd

Imboden Rd

Quail Run Rd

Front Range Pkwy

E48th Ave

E45th Ave

E40th Ave

Pony Station

E36th Ave

Site

E26th Ave

E26th Ave

E Colfax Ave

1819

1817

13

17

16

24

19

20

21

25

30

25

28

35

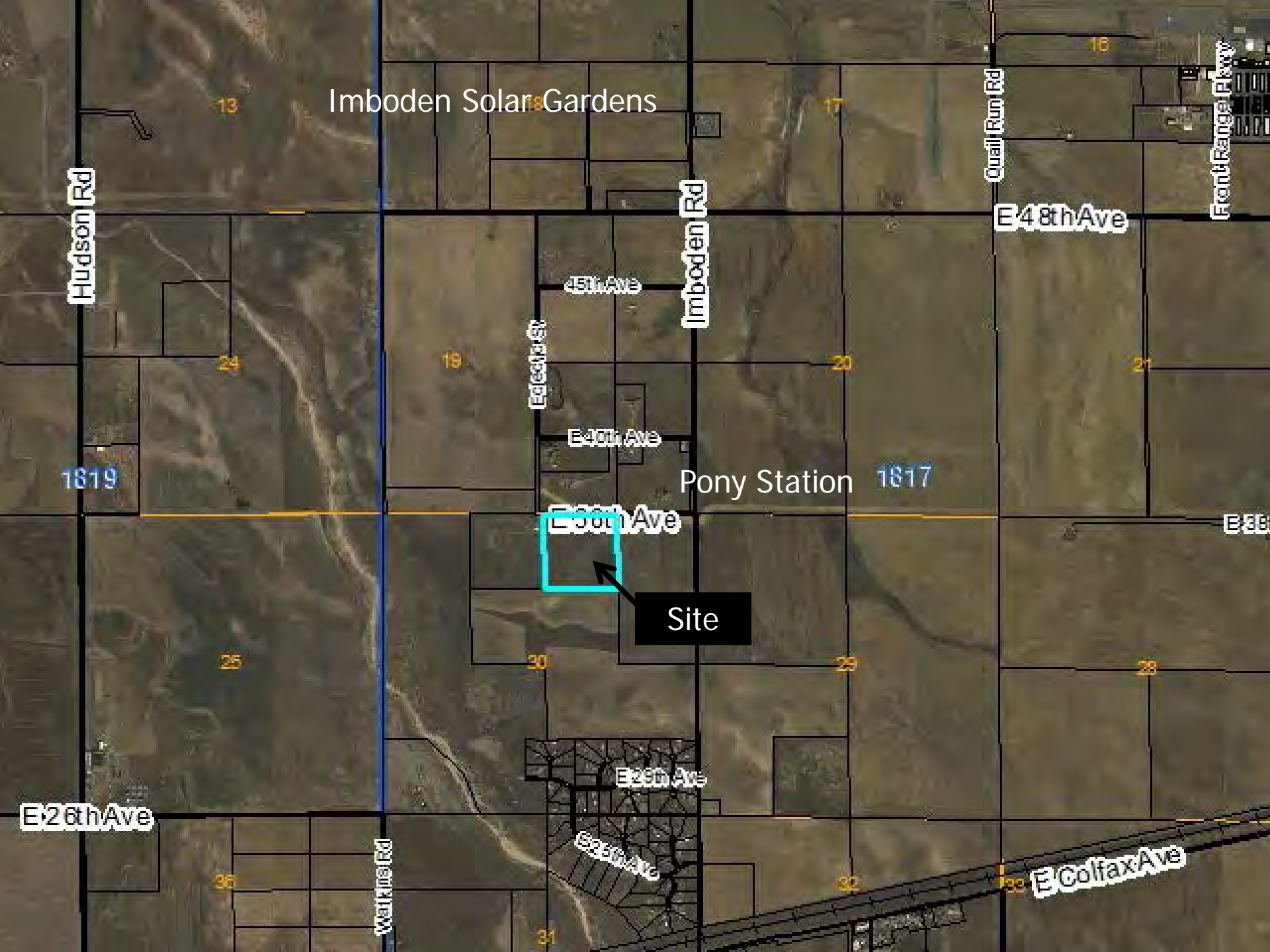
31

30

33

E26th Ave

Wattling Rd





E 500th St

19

E 400th Ave

20

E 300th Ave

1817

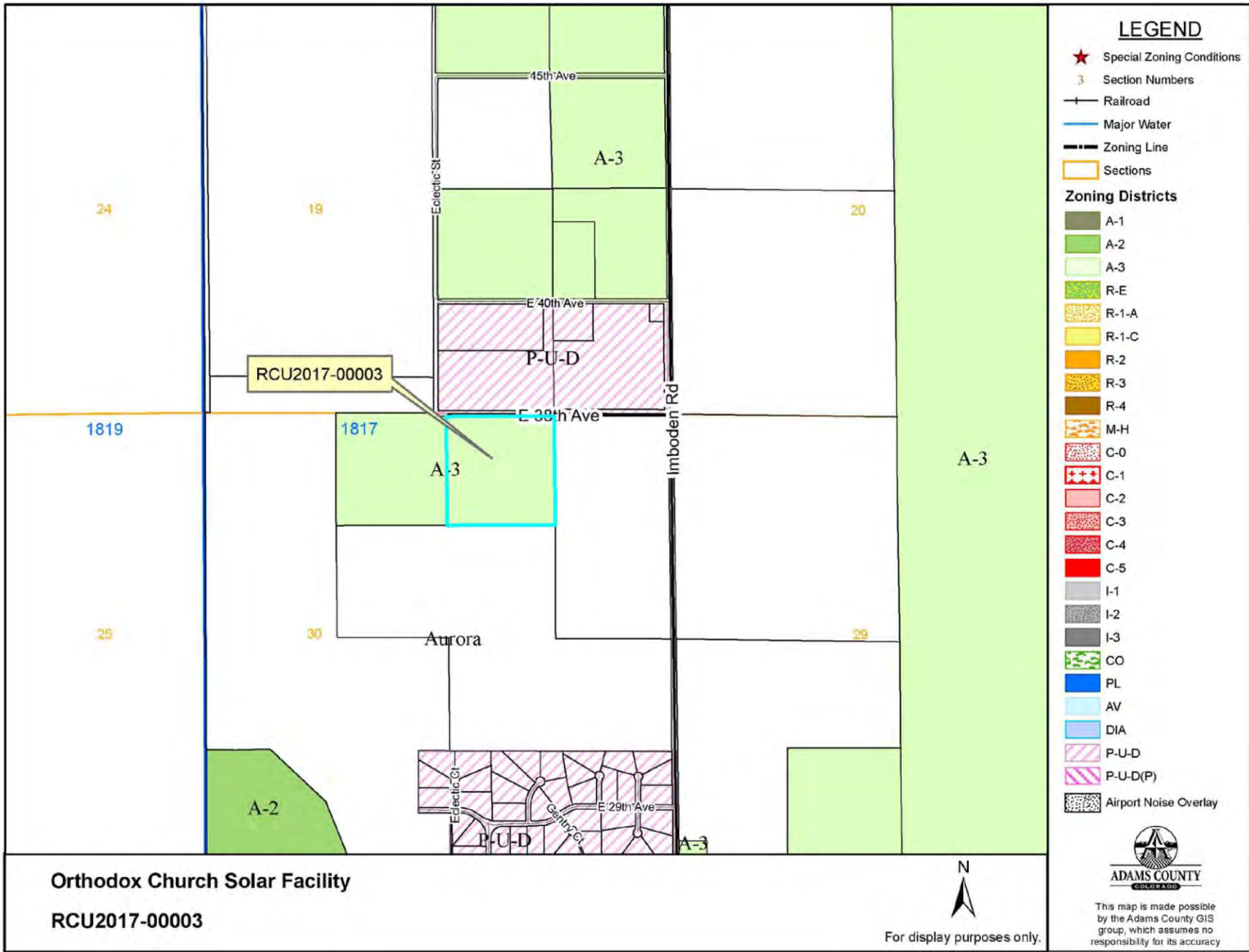
Site

Imboden Rd

Solar Garden

30

29



Orthodox Church Solar Facility

RCU2017-00003



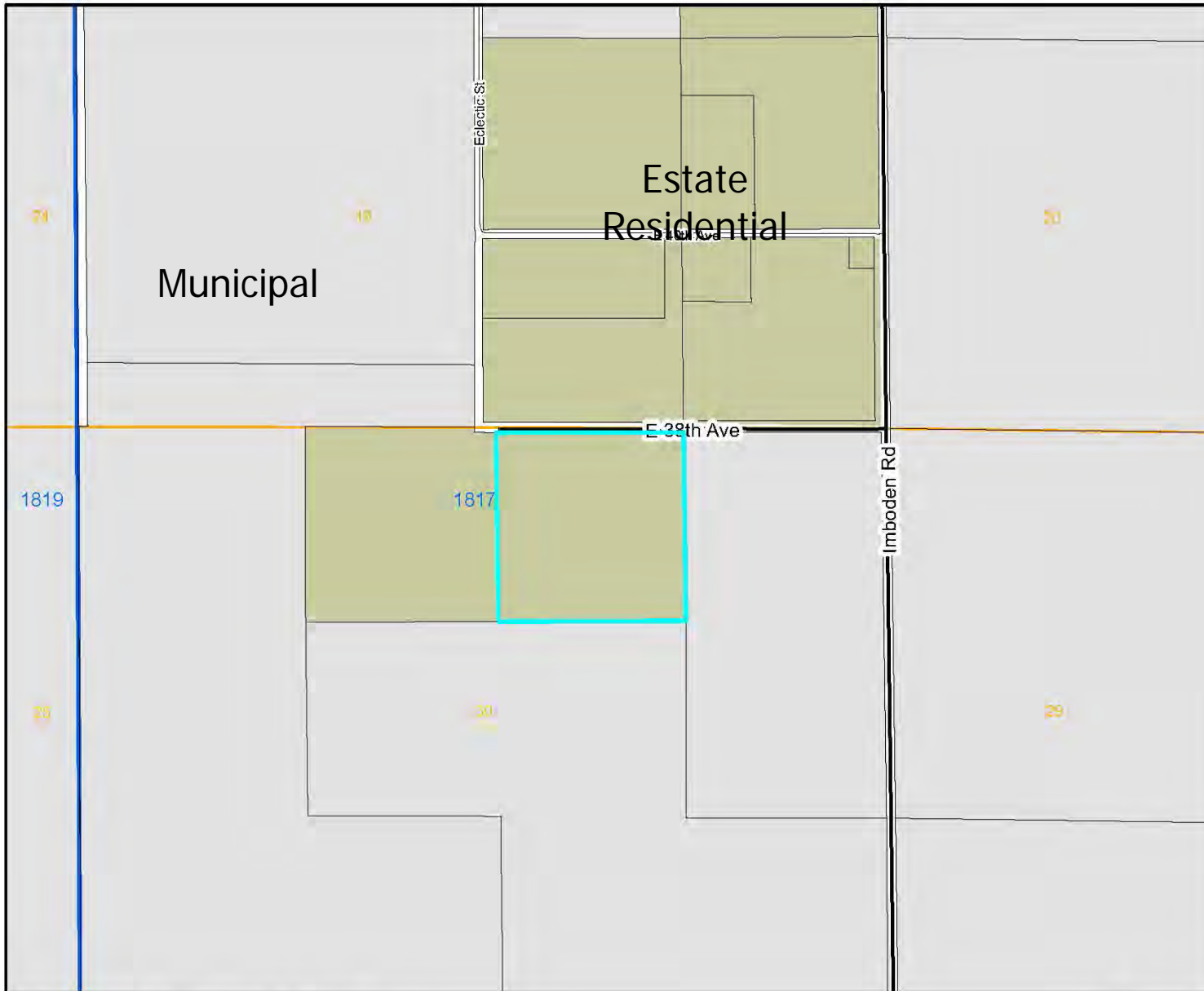
For display purposes only.

LEGEND

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



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



- Estate Residential:
- 1 SFD per acre
 - no long term impacts
 - No noise, odor, traffic, staff, etc

Orthodox Church Solar Facility

RCU2017-00003



For display purposes only.



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

Development Standards

- Section 3-07-01 & 4-03-03-02-10:
 - CUP
 - Solar panels 15 ft max (9 ft)
 - Setbacks for A-3
 - No landscaping or screening proposed
 - Topography / placement / neighbor preference

Criteria for Conditional Use Permit Approval

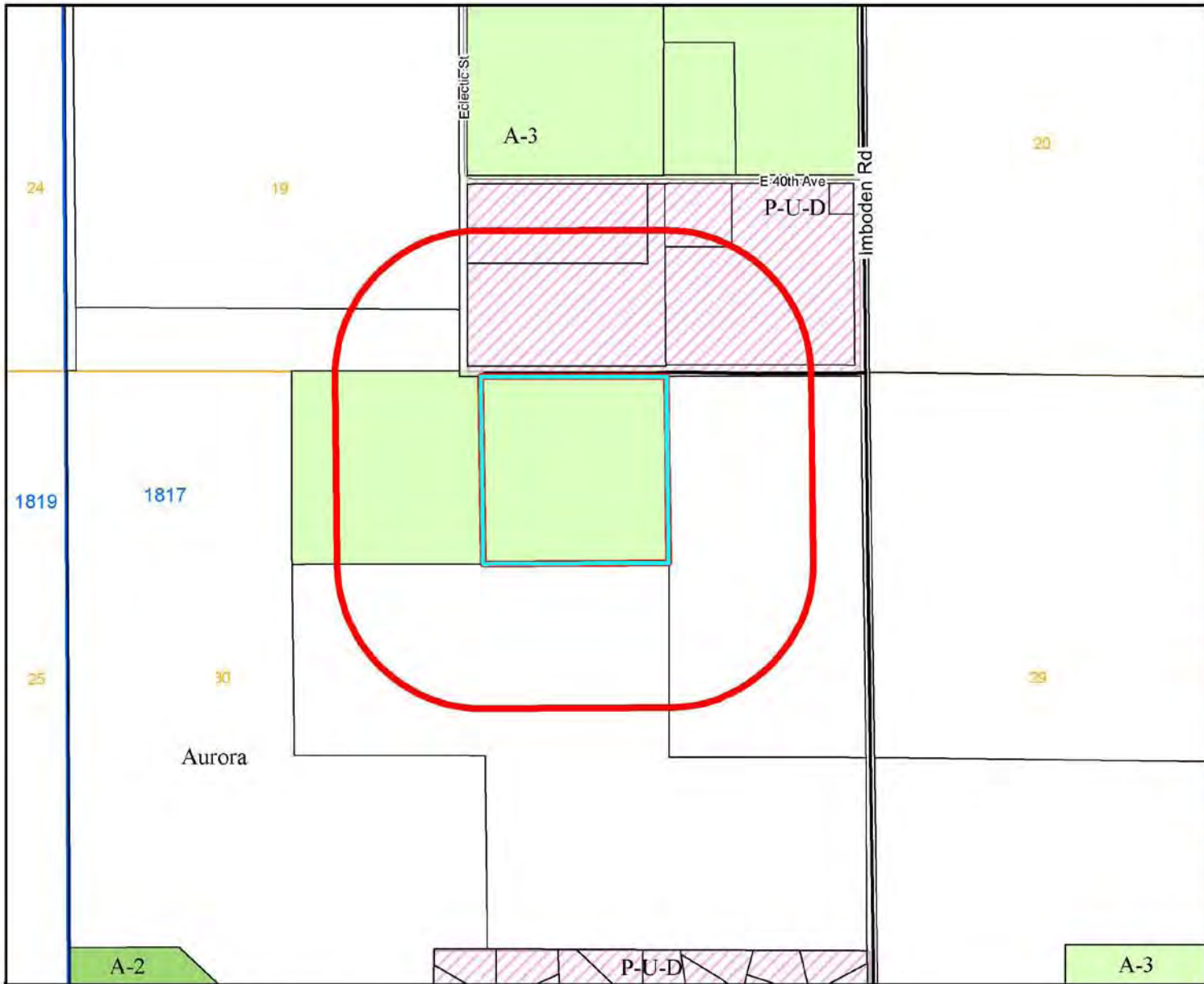
Section 2-02-08-06

1. CUP Permitted in Zone
2. Consistent with Regulations
3. Complies with Performance Standards
4. Compatible and Not Detrimental
5. No Off-Site Impacts
6. Suitability of Site
7. Functional Layout
8. Utilities and/or Services Provided

Referral Comments

- No County concerns
- No concerns from any referral agencies
- Property Owners (1,000 ft)

Notifications Sent	Comments Received
9	0



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
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Orthodox Church Solar Facility
RCU2017-00003

1,000 Foot Buffer



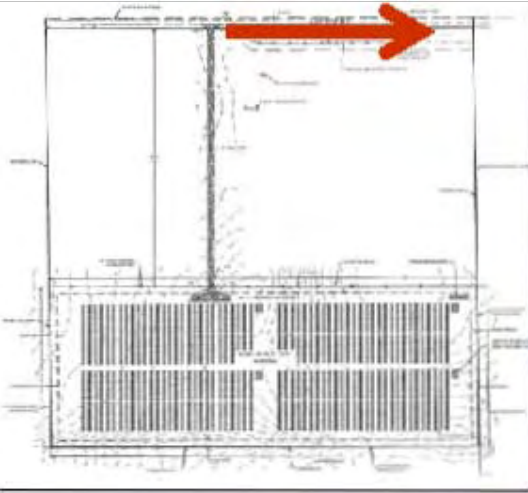
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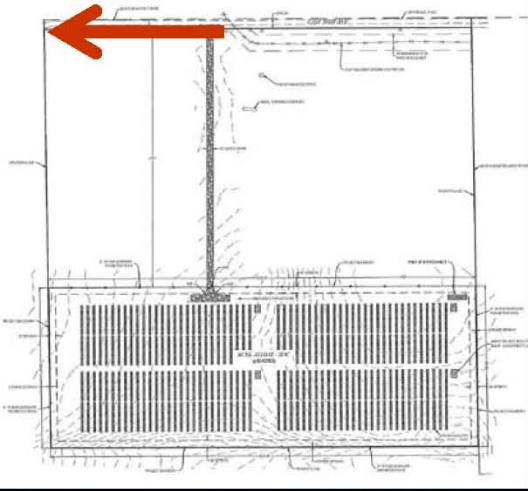
Planning Commission Update

- PC heard case on 4/13/17:
 - Unanimous approval
 - No testimony from public



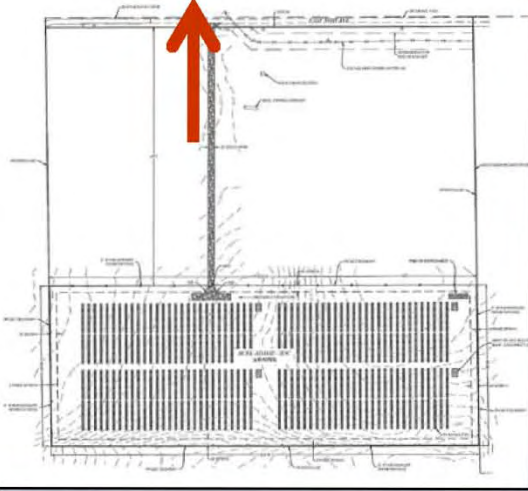
East along 38th Ave





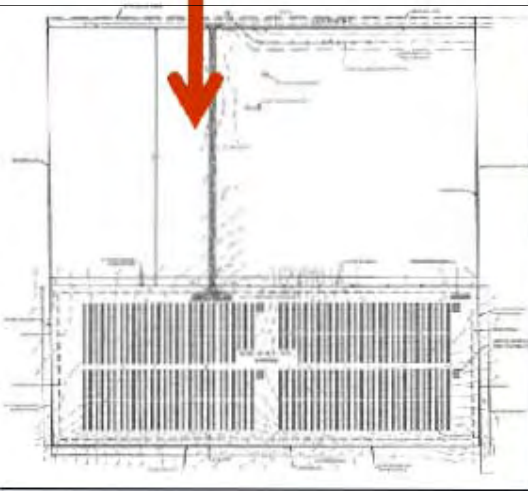
West along 38th Ave





North of site across 38th Ave





South into site



PUBLIC NOTICE

CASE NO. _____ POSTING DATE _____

A PUBLIC HEARING HAS BEEN SET BY ADAMS COUNTY

REGARDING THE PROPOSED _____

TO BE HELD ON _____ AT _____

IN THE _____ COUNTY ADMINISTRATION CENTER

West along 38th Ave



- Low visibility
- Blends with topography

South along Imboden





Recommendation

- The request is consistent with:
 - Surrounding area
 - Comprehensive Plan
 - Development Standards & Regulations

- PC & Staff recommends **Approval for the extension in time for the approved solar facility** based on 8 Findings-of-Fact & 3 Conditions

Findings of Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

Findings of Fact

5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Conditions

1. This conditional use permit shall expire on December 15, 2037.
2. No landscaping or screen fencing shall be required with development of the 15-acre conditional use permit site area.
3. The solar panels on-site shall be removed when the conditional use permit expires, unless an extension or renewal is granted by the Board of County Commissioners.